MR. RANDELL suggested the desirability of empowering Local Boards to require a building to be repaired or rendered fit for occupation, rather than forbid it from being occupied at all. There might be cases where it would not be necessary to pull down a building, and that some alteration or repair would answer the purpose.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said that would be within the discretion of the board. He did not suppose any Local Board would vexatiously make a man pull down his house, unless they thought it was absolutely unfit or unsafe for human occupation.

The clause was then put and passed, with a slight verbal alteration.

Clauses 64, 65, and 66:

Agreed to, *sub silentio*.

Clause 67.—"Any cellar in which any "person passes the night shall be deemed "to be occupied as a dwelling within the "meaning of this part of the Act:"

MR. RANDELL thought this might be rather hard upon the owner of the cellar; as a man might pass a night there without his knowledge. He would move that after the word "night," in the second line, the words "with the consent of the occupier or owner" be inserted.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) did not think these words were necessary, in view of the provisions of the 65th clause, which enacted that "it shall not be lawful to let or occupy, or suffer to be occupied, separately, as a dwelling, any cellar,"—etc. He had no objection, however, to the words proposed to be inserted being added to the clause.

The amendment was adopted, and the clause as amended thereby put and passed.

Clauses 68 and 69 were agreed to, without comment.

Clause 70.—Power to close polluted wells:

MR. MARMION said there were a large number of wells at Fremantle upon which people were entirely dependent for their water supply, not for drinking and culinary purposes alone, but for other domestic purposes, and he understood it was intended to close these wells. It would be rather hard upon the occupiers of the premises where these wells were situated if they were debarred from obtaining any water.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) reminded the hon. member that the Municipal Council of his town had deputed a committee to inquire into the subject of polluted wells, and that the corporation recommended that certain wells should be closed, within a certain ward, as the water was polluted and unwholesome; and he believed a sum of £7,000 would be asked for, to provide Fremantle with a pure water supply. Until that was done, he supposed that these people would have to catch their water in the best way they could, from the heavens.

MR. MARMION was afraid if the hon. gentleman were to suggest that to these people it would not be to the heavens they would send him, but somewhere else.

The clause was then put and passed.

Clauses 71 to 82:

Agreed to, *sub silentio*.

Progress reported.

The House adjourned at half-past eleven o'clock, p.m.

LEGISLATIVE COUNCIL,

Monday, 26th July, 1886.

Criminal Law Procedure Amendment Bill: first reading—Appropriation Bill (Supplementary), 1886: second reading—Public Health Bill: further considered in committee—New Land Regulations: in committee—Adjournment.

THE SPEAKER took the Chair at seven o'clock, p.m.

PRAYERS.

CRIMINAL LAW PROCEDURE AMENDMENT BILL.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) moved the first reading of a Bill to amend the Criminal Law Procedure.

Motion agreed to.

Bill read a first time.

APPROPRIATION BILL (SUPPLEMENTARY), 1886.

THE ACTING COLONIAL SECRETARY (Hon. M. S. Smith), without comment, moved the second reading of this bill.

Motion agreed to.

Bill read a second time.

PUBLIC HEALTH BILL.

The House went into committee for the further consideration of this bill:

Clause 83—"From and after the commencement of this Act no cess-pool for "the reception of night-soil below the "ground shall be constructed within the "limits of such part of the Municipality "as shall be defined by by-law of the "Central Board:"

MR. RANDELL asked the Acting Attorney General whether he thought this clause would work all right. The clause provided that no cess-pools shall be constructed after the Act came into force; but it might be some time before the Central Board framed their by-laws, and the board would have to make some arrangements for the removal of night soil.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said that, until the by-laws were passed, the clause could not be put in operation.

The clause was then put and passed.

Clause 84—"No person shall keep any "swine or pigsty within one hundred "feet of any house in any Municipality, "or so as to be a nuisance to any person "or injurious to the public health:"

MR. SHENTON thought that this clause hardly went far enough. He thought that, in certain parts of the town, pigs should not be kept at all. The City Council had recently taken some trouble in inquiring into this matter, and had consulted all the medical practitioners in the town, all of whom agreed that pigs should not be kept in the more central and more populated portions of the town, upon any consideration. This clause, which precluded pigsties from being kept within 100ft. of any dwelling house, would not preclude the keeping of pigs in many places right in the centre of the city. He should like to see the prohibition extend to the whole of Perth and Fremantle, where the population was at all concentrated.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said that the Municipalities Act empowered the Town Council to prohibit the keeping of pigs in any part of the town they might think fit. This clause was to provide against pigs being kept within 100ft. of any dwelling house; but if the Municipality passed a by-law prohibiting the keeping of pigs altogether, the by-law would override this clause, which would only apply when the Municipality had passed no by-law.

MR. SHENTON thought that, when this bill passed, Municipal Councils would certainly consider themselves relieved from all responsibility as regards sanitary matters, and if the pig nuisance was going to be dealt with at all it ought to be dealt with here.

MR. SHOLL said that this clause would not prevent the nuisance caused by the keeping of pigs. Within 150 yards of that Council Chamber, and within 30 yards of his own house pigs were kept, and he had complained—not officially to the Mayor, but to the inspector of nuisances, but without any remedy. He should like to see a clause prohibiting the keeping of pigs in the town, altogether.

MR. PEARSE said that the clause as it stood would have the effect of preventing pigs being kept in any of the more populous parts of Fremantle, which he thought was all that was required. In other parts of the town, where the population was not so thickly congregated, it would prevent the keeping of pigs within 100 feet of a dwelling house, and he thought that would answer the purpose very well.

MR. SCOTT suggested that the difficulty might be met by permitting the keeping of pigs if the inspector of nuisances working under the Board of Health certified that there was no objection. He apprehended this would not preclude the Local Board from passing a by-law prohibiting the keeping of pigs in any part of the town, provided it was considered a nuisance or injurious to health.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt): Certainly not. If they are proved to be a nuisance they cannot be kept within 600 yards of a house. The clause provides that no pigs shall be kept in any part of the town

"so as to be a nuisance to any person or "injurious to the public health."

MR. LOTON thought the clause was sufficiently stringent if the health authorities did their duty. If pigsties were kept clean, they were not more objectionable than stables or cowsheds.

MR. RANDELL pointed out that the 86th clause made provision for the cleansing of pigsties in any part of the town, within the jurisdiction of the Board of Health.

The clause was then put and passed.

Clause 86—"All stables, cow-yards, "cattle-sheds, and pigsties shall be paved "with brick, stone, cement, asphalt, or "other like impervious material, and "shall have such impervious drains and "receptacles for offal, dung, or other filth "or refuse as the Local Board may by any "order from time to time direct; and if "it appears to any Local Board that any "such stable, cow-yard, or other premises "used as a stable, cow-yard, cattle-shed, "or pigsty as aforesaid within their juris-"diction is not properly paved or flagged, "or has not proper drains and receptacles "as aforesaid, and the occupier or person "in possession of such premises, on "receipt of an order to that effect from "such Local Board, do not pave or flag "the premises in his occupation or pos-"session, and provide drains and recep-"tacles as aforesaid, within a time to be "specified in such notice, he shall be "liable to a penalty of Ten shillings for "every day he continues to make default, "and such Local Board may cause such "premises to be paved or flagged, and "drains and receptacles provided, at the "expense of the occupier or person in "possession of the premises; such expense "shall be recoverable as is hereinafter "provided:"

MR. RANDELL moved, as an amendment, that the word "wood" be inserted in the third line before the word "brick." It was well known that our jarrah was as solid almost as stone, and preferable, he thought, to our porous brick and limestone. He thought jarrah would answer for paving stables as well as the other materials specified.

THE COMMISSIONER OF RAILWAYS (Hon. J. A. Wright) would be opposed to wooden paving altogether for stables. He considered that wooden flooring was essentially a bad one where horses or cattle were kept. It did not matter what the wood was, whether it was jarrah or any other wood, there was a certain amount of absorption which could not be prevented, and which made it exceptionally unwholesome and unclean, unless provision was made specifying the size of the blocks and the manner of their being laid down, on end.

THE ACTING COLONIAL SECRETARY (Hon. M. S. Smith) said that his own experience went to show that the best flooring for stables was the virgin soil. He knew that the flooring of the police stables, which were swept out every morning, became saturated, and nothing could be done to remedy it.

MR. PARKER said his experience also went to show that wooden flooring was not at all good for horses, and that there was nothing equal to the sandy soil, which could be kept clean and wholesome. The clause provided for periodical visits of inspection by the officers of the Local Board in the event of any stable or cowshed becoming a nuisance by reason of its being kept in a filthy state, and he thought it would be in the interests of the poor animals themselves that they should not have their stables paved with any hard material.

MR. SHENTON said that his stables were paved with railway sleepers ten years ago, and the flooring showed no signs of decay. With ordinary care, wooden flooring would answer for years.

MR. SCOTT said he had his stables paved with blackboy for the last eight years, and, if properly laid, it made an excellent flooring.

CAPT. FAWCETT also expressed himself in favor of wooden flooring.

MR. RANDELL was surprised to find such a pronounced humanitarian as the hon. member for Perth recommending that stables should be paved with "black boys."

MR. MARMION thought this clause would work great hardship in the case of many poor people who kept cows, and who depended upon their living upon their cows. It would come very hard indeed upon these people to have to pave their cowsheds.

MR. BURGES thought it would be a great mistake to compel people to pave their cowsheds at all, with stone or

wood; it would be far better to have them sand bottomed, or soil. The same remark applied to stables.

MR. PEARSE thought it would be a very great hardship indeed to poor people in towns to be compelled to pave or cement the floor of their cowsheds. It would be better to prohibit the keeping of cows altogether, in the same way as pigs, or restrict them to certain parts of the town.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) was inclined to think from what had fallen from hon. members that it would be better to restrict the impervious part of the clause to the drains and the receptacles for filth, and leave the question of the flooring to the Local Boards.

MR. RANDELL said that would go a great way to meet his objection, and he would withdraw his amendment.

Amendment, by leave, withdrawn.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) then moved the following amendments: to strike out, in the second and third lines, the words "shall be paved with brick, stone, cement, asphalt, or other like impervious material, and;" in the 13th line, to strike out the words "is not properly paved or flagged;" in the 18th line, to strike out the words "pave or flag the premises in his occupation or possession, and;" in the 26th line, to strike out the words "premises to be paved or flagged, and;" to insert the words "to be," after the word "receptacles," in the 27th line.

The amendments were agreed to, and the clause as altered put and passed.

Clauses 87 to 91:

Agreed to, without discussion.

Clause 92.—"Every Local Board may "from time to time and at all convenient "times provide, and may take such "measures as may be necessary to ensure "that all streets within their jurisdiction, "including the foot pavements thereof, "are properly swept, cleansed, and watered, and, that all dust, mud, ashes, "rubbish, filth, dung, and soil thereon "are collected and removed and so disposed of as not to be a nuisance or "injury to health:"

MR. MARMION thought this was trenching rather closely upon the functions of Municipal Councils. These boards might take it into their heads to have all the streets in the town watered, and a pretty penny that would cost.

MR. RANDELL said the hon. member's objection emphasised the desirability of making the Municipal Councils the authorities for carrying out the provisions of this Act. Undoubtedly the duties of the Local Boards must clash with the duties of the Municipal Councils in carrying out this and other clauses.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said it was quite within the discretion of the Local Board to make provision for watering the streets. He presumed they would only do so, in the event of the Municipal Council neglecting to do so. They would not act in the matter without some good cause. He should imagine that in the first instance they would not think of touching the streets or interfere with the municipal authorities in any way. The first duty of cleaning the streets devolved upon the Municipal Councils, and, if they neglected their duty in that respect, people would have good cause of complaint against them.

MR. SHENTON suggested that all the words after the word "ensure" might be omitted, as far as the word "and" in the eighth line. The clause would then only apply to the removal of dust and rubbish, and would leave the watering of the streets to the Municipal Councils.

MR. SCOTT thought it would be better to let the clause remain as it stood. Their object in having these Local Boards established was in order that they should see that the municipal authorities carried out their duties. It was a well-known fact that they had not done so, in these respects, in the past, and hence the necessity of the present Act; and the more power they gave these Local Boards the better. As the committee had already decided that the health rate should not exceed threepence in the pound, it would be out of the question for the Local Board to have all the streets watered, and carry out their other duties as well out of that small revenue, unless it was supplemented out of the public funds.

MR. RANDELL said that the scavenging of the streets alone would, in the hands of an irresponsible body, absorb all

the health rate, and he was certain in his mind that there would be constant friction between the Local Board and the Municipal Council.

THE COMMISSIONER OF RAILWAYS (Hon. J. A. Wright) said if the Municipal Councils did their duty there would be no necessity for the Boards of Health to interfere with them in any way.

The clause was then agreed to.

Clause 93—"Places to be provided for "deposit of rubbish, ashes, dust, etc.:"

MR. SHENTON thought it would be necessary to have some by-law passed to compel people to make use of these receptacles, otherwise they might as well be without them. Provision should also be made for their removal at stated times.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said that was provided for in the 91st clause.

The clause was then adopted.

Clause 94—"Penalty on neglect of "Local Board to remove rubbish or to "cleanse closets within seven days after "notice being given by occupier:"

MR. BROCKMAN thought seven days was too long to give these boards to remove rubbish or to clean a cesspool. A whole neighborhood might be poisoned by the stench, if left for seven days. He thought two or three days was the utmost that ought to be allowed.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said there might be difficulties in the way, sometimes, which could not be overcome in two or three days.

MR. BROCKMAN moved that the word "seven" be struck out, and the word "five" inserted.

Agreed to, and the clause as amended adopted.

Clauses 95 to 104:

Agreed to, *sub silentio*.

Clause 105.—Application of rents, and payment of interest:

MR. RANDELL considered that the proposed rate of interest, 8 per cent., was too high, looking at the peremptory nature of the clause, and he would move that "six" be inserted in lieu of "eight."

The amendment was accepted, and the clause put and passed.

Clauses 106 to 124:

Agreed to, *sub silentio*.

Clause 125.—Penalties unpaid to be enforced by distress or imprisonment:

MR. RANDELL thought this a most severe clause. He did not wish to submit any amendment himself, but he would point out that it provided for imprisonment.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said this was the law generally when orders of distress were made, and there was not sufficient to pay the penalty due.

The clause was then adopted.

Clause 126.—Application of penalties; one half to go to the informer:

MR. MARMION objected on principle to a moiety or any portion of a fine going to an informer, and he felt very much inclined to move that it be struck out. It was a bad principle to adopt in any case. If only to elicit some expression of opinion on the subject, he would move that the whole clause be expunged.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said it was the same principle as was adopted in other Acts, where informations were laid leading to the conviction of an offender, the object being to encourage people to come forward and expose cases of nuisances which might have escaped the Local Board. He thought if there was any case in which the principle should be adopted it was in the case of nuisances under a Public Health Act.

MR. MARMION believed it would very often prevent what were called decent people from giving information.

The amendment to strike out the clause was negatived.

The remaining clauses of the bill elicited no discussion.

MR. RANDELL pointed out that the bill made no provision for auditing the accounts of the Boards of Health. He thought these bodies should be called upon to account to the ratepayers for the manner in which they expended the health rate. He also thought that, as in the English Act, provision should be made compelling the Local Boards to appoint a place for holding their meetings, and a time for holding their meetings; also that there should be a clause giving the boards statutory control over their officers and servants.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said that as regards the appointment of auditors, hon. members would see that the bill was only

a tentative measure, and he thought himself that the proper authority to be entrusted with the practical working of such a bill was the Municipal Council; but, as it seemed that public opinion here was not yet ripe for the adoption of compulsory sanitation, it was thought better that for the present the working of the bill should be entrusted to some independent board. He believed, however, that as soon as the inhabitants of Perth and Fremantle began to realise the benefits which the bill was intended to confer and became more accustomed to its provisions, the Municipal Councils of those towns would only be too glad to assume the responsibility of working the bill. His own opinion was that in a couple of years local public opinion on the subject of compulsory sanitation would be so changed that town councils would not be averse to undertake the duties which it was now proposed to place in the hands of the Local Boards of Health, and that it would be necessary to amend the bill accordingly; and, in the meantime, the question of auditing being rather an intricate one, seeing that the funds came from two opposite directions, he thought it would be better at present to leave the question of audit alone. As to the Local Boards of Health having an appointed office and a time of meeting he presumed the boards would frame their own by-laws, regulating the transaction of business. There might be something in the other suggestions of the hon. member, and, if progress was reported, he would consider them.

MR. SCOTT moved that the following new clause be added, to stand as Clause 12:—"The Governor may, on the recommendation of the Central Board, from time to time appoint a Local Board of Health for the City of Perth, and a Local Board of Health for the town of Fremantle, and for any Municipality to which the provisions of this Act may be extended; and every such board shall consist of the Mayor or Chairman (as the case may be) of the Municipality for the time being, who shall be *ex officio* a member of such board, and of such and so many persons, not less than two, as the Governor, on the recommendation aforesaid, may think fit; and any Local Board so appointed shall have and execute all the powers and duties vested in, or imposed upon Local Boards under this Act. The Governor may, on the recommendation of the Central Board, from time to time remove all or any of the persons so appointed, and on the removal, death, or resignation of any member of a Local Board may, on the like recommendation, from time to time appoint some other person in his place. The Local Board shall from time to time appoint one of their number to be Chairman of such board. In the event of the absence of the Chairman from any meeting, the members present shall elect one of their number to be Chairman of such meeting, and at all meetings of the Local Board the Chairman shall have a vote, and in case of an equality of votes shall have a casting vote; and during any vacancy in the Local Board, whether of the office of Chairman or not, the continuing members may act as if no vacancy had occurred, and at all meetings of the Local Board all questions shall be decided by a majority of the votes of the members present. The Local Board may make, alter, and rescind rules for regulating their own proceedings."

MR. RANDELL moved that progress be reported, and leave asked to sit again on Friday, 30th July.

Question—put and passed.

Progress reported.

NEW LAND REGULATIONS.

The House then went into committee for the consideration of the new Land Regulations.

Clause 1.—"The Regulations proclaimed on the 11th of October, 1882, and all other Regulations heretofore in force affecting the waste lands of the Crown in Western Australia are hereby revoked; but nothing herein contained shall affect or be construed to affect any contracts, or to prevent the fulfilment of any promises or engagements made by or on behalf of Her Majesty, under such Regulations, with respect to any lands situate within the said colony, in cases where such contracts, promises, or engagements have been lawfully made before the time at which these Regulations shall take effect therein:"

MR. BURGES asked whether this clause absolutely secured the rights of existing lessees to a renewal of their leases, at the termination of this year, when their leases expired. He asked the question because a great many persons had made improvements upon their leaseholds, and they were naturally anxious as to what their position would be under these new regulations, and whether they were certain to have their leases renewed.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said that lessees under the existing regulations were entitled to all the privileges which those regulations conferred, and there was a clause in them to the effect that if at the expiration of their lease the land which they held was still open for leasing they should have a prior right to it, under the terms of any regulations that might be in force at the time. Existing lessees therefore were perfectly safe. Their leases would be renewed to them upon such conditions as these new regulations imposed.

The clause was then agreed to.

Clause 2—Interpretation of terms:

MR. MARMION asked whether the definition of the term "public purpose"—which, in addition to any purpose specified in these regulations, is to mean and include any purpose declared by the Governor by notification in the *Government Gazette*—the hon. member asked whether this definition, which seemed to give a Governor very large powers as to deciding what land to be resumed for public purposes meant, was the same as the definition at present given to the same term?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said it was intended that the term should have rather a wide signification, but the definition was exactly in accordance with the interpretation given to it in the New South Wales Act.

The clause was then adopted.

Clause 3—Governor to dispose of Crown lands according to these regulations, and "to make such grants and other instru-"ments upon such terms and conditions, "as to the resumption of land or other-"wise, as to him shall seem fit":

MR. MARMION asked whether the words within inverted commas were included in the corresponding clause in the existing regulations. It seemed a large discretionary power to give to any Governor.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said he believed it was exactly the same as in the existing regulations.

MR. CROWTHER said, although the words were in the existing regulations, they were not in the draft regulations prepared by the select committee last session, and it was a vast power to place in the hands of any Governor—he did not care who he might be. Such a provision might suit the other colonies, where the Governor was simply a sort of figure head to the state vessel; but a Governor here held a very different position, and was intended to be useful as well as ornamental. He thought it would be better that this power should only be given to the Governor-in-Council, and he would move an amendment to that effect.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said he did not think that would do. The grant being a grant from the Crown it would have to be in the name of the Governor, acting on behalf of Her Majesty. At any rate he did not think it was of much importance.

MR. CROWTHER: Only this, that it gives the Governor power to do what he likes, with any land in the colony. I wouldn't mind if the power was exercised in accordance with the regulations, but the words referred to give the Governor power to do with the land anything he may think fit.

MR. MARMION also thought the power was a large power. Land under this clause might be arbitrarily resumed for purposes the regulations did not contemplate; and he did not see the necessity for such a provision. The Crown was already protected in every way as regards its rights of resumption under the regulations, and he did not understand why this special power should be given to the Governor to resume for any other purpose he might think fit.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) again pointed out that exactly the same provision existed in the old regulations, and he was not aware that it had ever done any harm. There might be cases in which the Gov-

ernor might think it necessary to insert some special conditions in a Crown grant, not provided for under the regulations. He was not aware that there was any objection to it. This was the only clause empowering the Governor, in Her Majesty's name, to issue Crown grants, and he thought it would not do to alter it, as was proposed, to the "Governor-in-Council."

MR. BURGES pointed out that this power applied to the resumption of land as well as the granting of it.

MR. CROWTHER said he had no particular wish to press his amendment; but that did not alter his opinion. The first part of the clause said that the Governor could do this, according to the conditions prescribed by these regulations; but the latter part said he could do what "to him shall seem fit." That was the difference.

The amendment being withdrawn, the clause was agreed to as printed.

Clause 4.—Duties of Commissioner of Crown Lands:

Agreed to, *sub silentio*.

Clause 5.—Forms of Crown grants, leases, and licenses to be published, by order of the Governor-in-Council:

MR. CROWTHER: How is it that in this clause it is the Governor-in-Council to do these things, whereas in the previous clause it is the Governor himself?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said there seemed to be this difference: the preceding clause dealt with the alienation of Crown land by deed of grant from Her Majesty, whereas the present clause simply dealt with the prescribed forms of the various instruments to be issued under the regulations, so as to give them the force of law.

The clause was then adopted.

Clause 6.—Restrictions upon public officers as to acquiring Crown land; Clause 7.—Land to be taken as measured.

Agreed to without comment.

Clause 8.—"All applications for land "under these regulations shall take "priority according to the order of their "being lodged with the Commissioner at "the Land and Survey Office, Perth; "provided that if two or more applicants shall be present at the time of "opening the Commissioner's office, and "shall require the same land, the application lodged by them shall be deemed "to be lodged at the same time; or "should two or more applications be received by the Commissioner through "the post office at the same time, and "for the same land, the applications shall "be deemed to be lodged at the same "time; in such cases the right of priority "shall be determined by lot:"

MR. CROWTHER said that he opposed this clause in committee last year and he had the same objection to it now. Although such an arrangement might be convenient to the Land Office, it was an injustice to applicants for land who lived out of Perth. A man might discover a fine piece of land in the Gascoyne district, or some other out-of-the-way locality, and before he could get to Perth to lodge his application some other enterprising individual who happened to live a few doors from the Land Office might pop in and get the land. He knew that the arrangement was a convenient one to the officers of the Survey Department, but the convenience of the Survey Department should not override justice and fair play. A man may have spent months and months in looking for land, and, simply because he could not get down to Perth in time to make his application to the Commissioner, he might lose that land.

MR. BURGES said he fully endorsed what had fallen from the hon. member for Greenough. Although there was a land office at Geraldton, for instance, an application made there would not avail a man at all, if another application for the same land should happen to be made at head quarters, although the application at Geraldton may have been made first in the order of time. He failed to see what good these district land offices were if an application could not be registered there. He thought that any application made at a land office out of Perth should take effect from the date and hour when it was made. Very great injustice might be done to those who, having spent much time in searching for land, lost it afterwards, simply because they had not the good fortune to reside in Perth or Fremantle.

MR. LAYMAN quite agreed with what had been said on the subject. It would cause very little trouble, he thought, if an application made at Geraldton or Bunbury at a certain hour should be noted

or registered at the time it was made. He failed to see why no application should be regarded as valid until it was actually received by the Commissioner at Perth.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the matter was not so easily dealt with as the hon. member for Sussex seemed to imagine. In a large colony like this, where means of communication between distant parts and head quarters were not frequent, it would often lead to a great deal of trouble if applications for land were to be entertained at the district offices. It would be almost impossible to deal with land applications at head quarters if they had to wait for communications from all the district offices. People calling at the survey office at Perth, inquiring for land, could not transact any business. It might be months before they could have their applications entertained, or before they could be told whether they could have the land or not. Formerly, applications used to be entertained at the district land offices, but the system led to such delays and inconveniences that it was altered under the regulations that came in force four years ago, and he had not heard of a single case of hardship, or known a solitary instance, of one man "jumping" another man's claim. If a man went far away to look for land and he came upon a particularly promising piece of country, if he was a wise man he would keep his own counsel. All he would have to do, when he came into town again, was to pay his money at the local office, and telegraph to the Commissioner, or to some agent in Perth, to make the necessary application. He could assure hon. members that, although the present arrangement might not be looked upon with much favor by people outside Perth, it was a great convenience to the Land Office, and not only to the Land Office but to the public, for there was a certain amount of finality under it. The fact of all persons having to apply for land at the head office at Perth enabled an applicant to know at once whether he could have the land he wanted, instead of having to be kept waiting possibly for two or three months.

MR. BURGES: How is a man to describe the position and boundaries of his land by telegraph?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said that a great many applications came to the Land Office by telegraph.

MR. GRANT said he had some experience in the past as to the working of the present system, and he knew it was the general wish of country people that applications for land should be received at outside places as well as at Perth. He did not think it fair that an application made at Perth some days after an application was lodged in a district office should have priority over the application that was actually made first. Such an arrangement might have caused delay in days gone by, when the means of communication between country towns and Perth were not so frequent. There were very few places now that were not in weekly communication with Perth, and a few days' delay would not cause much inconvenience.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said that for one application made in the country, twenty were made at Perth, and most of the land all over the colony was now taken up here, either by the applicants themselves or their representatives. He thought he might be permitted to know something about the way in which the present system worked, and he could only say that if it were abandoned in favor of the old system it would simply disgust all business people having dealings in land at the Survey Office.

MR. MARMION quite concurred with the Commissioner of Crown Lands. Nor could he see what benefit country residents would derive if their applications were to be received at the nearest local office; they would still be in the same state of uncertainty as to whether another application had not been made for the same land elsewhere. People generally came to the head office, for more reasons than one: there was a finality about it, and if a man found he could not get the land he had applied for, he could there and then select some other piece of land and get it. They all knew that many people came here now from the other colonies looking for land, and they naturally went to the Survey Office to see what they could get and where there was any land open, and if the Commissioner had to tell these people that he could give

them no definite answer until the mail came in, say from Cambridge Gulf or Eucla, he was afraid these people would be somewhat disgusted with our system of doing business.

MR. BURGES said it was all very well for people who had agents at Perth, but many people had no agents, and did not care to apply for land through a second party.

MR. MARMION: He could send his application direct to the Commissioner.

MR. BURGES thought it would cause much less inconvenience for an applicant at Perth to telegraph to the outlying offices to ascertain if there was any other application, than for a country resident to have to telegraph all the particulars about the land to the Commissioner.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest): It is just a choice of two evils, and I believe we have chosen the lesser one. The present system may occasionally cause a little inconvenience to individual applicants, but against that we have to place the public convenience. I have now had three years experience as Commissioner, and I have never known a single case of hardship or injustice under the present regulation.

MR. SCOTT: But is the hon. gentleman necessarily likely to hear of cases of hardship? I think many cases of hardship may arise without the Commissioner hearing anything about them.

MR. McRAE said that formerly the present regulation was looked upon with great disfavor, and it gave rise to much dissatisfaction in the North district, and a resolution was passed at a public meeting requesting him to try and get it altered; but, after conversation with the Surveyor General, he became satisfied that the alteration would cause the greatest inconvenience, owing to the uncertainty which it would give rise to.

MR. MARMION asked the Commissioner what was the custom in the other colonies?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said that in New South Wales and Queensland they had district boards to deal with such applications, but in South Australia he believed that all applications had to be made at the head office.

MR. CROWTHER said he had prepared an amendment to this clause, but as the Commissioner of Crown Lands appeared so averse to the present system being altered he would not persist in moving his amendment. He wanted to see these land regulations settled as amicably and harmoniously as possible; but he did believe that, in his heart, the Commissioner, and also the hon. member for Fremantle, would like to centralise everything in Perth.

MR. MARMION: I deny it.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest): I must resent the hon. member's imputation.

MR. CROWTHER: The hon. gentleman may resent, and the other hon. gentleman may deny; but it does not alter my opinion.

MR. LOTON thought there was a great deal in the argument of country members that the date of an application should count from the hour it was made, whether it was made at Geraldton or Perth. But they might argue as much as they liked, they would find that it cut both ways. What a man wanted when he wished to take up land was that he should know for certain whether he could have it or not, and that certainty could only be secured by having all applications decided in one office, there and then.

MR. BURGES said the objection was not so much because people did not have their applications decided at once, as that an application made in Perth some days after an application had been made at Geraldton should have priority over the latter application, although the applicant had complied with all the conditions and paid down his money. That was where the shoe pinched.

The clause, upon being put, was passed.

Clause 9—proviso for amendment of defective descriptions of boundaries:

Agreed to, without discussion.

Clause 10.—"All land, of any class, "which may from time to time become "forfeited either by failure of payment "of rent or by reason of the terms and "conditions as to the improvements not "having been complied with, shall be "offered by auction, at a rental to be "determined by the Commissioner and "approved by the Governor, not being

"less than that payable under these "regulations. Should any improvements "exist upon the land, their value may be "added by the Commissioner to the up- "set price. Forfeited land sold by "auction shall not give the purchaser any "rights of priority or any rights or "privileges appertaining to a former "holder of such forfeited lease:"

MR. MARMION pointed out that this clause, which was the only clause dealing with the manner of the disposal of lands forfeited, did not seem to apply to land forfeited under the conditions of direct purchase.

MR. PARKER asked the Commissioner what was the meaning of the following words at the end of the clause: "Forfeited land disposed of by auction shall not give the purchaser any rights of priority, or any rights or privileges appertaining to a former holder of such forfeited land." If a purchaser was not to have any rights or privileges at all possessed by a former holder, what was it that he purchased? It appeared to him, he would purchase nothing at all.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the object was that a purchaser of a forfeited lease should not have a right of priority as against the lessee of adjoining land.

MR. VENN: If a man buys a forfeited lease, why should he not purchase the rights and privileges of the former holder?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the clause perhaps was not so explicit as it might be. He would, however, remind the committee that these regulations would be submitted to the law officers of the Crown before they were promulgated. The clause was intended to meet such cases as where one lease overlapped another; and if A. forfeited his lease which overlapped B.'s lease, it was proposed that B. should then come in, and that the purchaser of A.'s lease should not have priority over B.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) pointed out that there might be privileges which the former lessee had obtained under previous regulations, which regulations might not be in existence when a purchaser bought the forfeited lease. For instance, there might be rights of pre-emption under the regulations in force when the lessee took up his land, but not under the regulations existing when the purchaser came in.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said there was also another reason. The former holder of the land might have paid the greater portion of the money to entitle him to his lease, and, if the purchaser of the forfeited land was to be entitled to all the former holder's rights, he would get the land for a mere nothing, instead of commencing afresh, and complying with all the terms of the lease.

MR. VENN said it seemed to him it would be better to dispose of the whole of the former holder's rights and privileges, and place a reserve price upon it.

MR. PARKER said his object in calling attention to the clause was to point out that, as at present worded, it would really give the purchaser nothing at all for his money in the shape of rights and privileges. If, however, it was intended to have these regulations revised by the law officers of the Crown, no doubt this ambiguity would be rectified. Would the regulations be submitted to that House again, after they were revised by the law officers?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) did not think there would be any time for that. They would simply be dealt with in the same way as the draft contract with Mr. Hordern was dealt with, last year, the legal phraseology being afterwards attended to.

MR. PARKER: But in that case, the Government had an Opposition to deal with, to see that the contractor got his rights.

THE CHAIRMAN OF COMMITTEES; I would remind hon. members that the way we are dealing with these regulations is the same way as if we were dealing with a bill, and any amendments which the committee may consider desirable ought to be made now, otherwise it will involve a re-committal of the regulations and a great deal of extra labor.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt) said he believed he was right in saying that our land regulations had not been submitted to any law officer since the colony ever had any

and regulations,—judging by the wording of some of them.

The clause under discussion was then put and passed.

Clause 11.—Alienated land in fee simple may be exchanged:

Agreed to without comment.

Clause 12.—"The Governor may demise to any aboriginal native, or the descendant of any aboriginal native, any Crown land not exceeding 200 acres, upon such terms and conditions as the Governor shall think fit:"

MR. PARKER presumed that this would not preclude a native or the descendant of a native from taking up more than 200 acres of land, under these regulations.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the clause was taken from the South Australian Act. The intention of course was that the Governor might be able to give away the land, and not that the native should hold it under these regulations.

THE ACTING ATTORNEY GENERAL (Hon. S. Burt): A native, for instance, could hardly be allowed to come under the transfer clause.

The section was then agreed to.

Clauses 13 to 19 were adopted, *sub silentio*.

Clause 20.—"The Governor may at any time, by notice in the *Government Gazette*, declare what portions of Crown land in any part of the Colony shall be reserved and set apart as sites for cities, towns, or villages, and may define the limits of the suburban land to be attached thereto and to any existing city, town, or village, and may in like manner declare what portions of Crown land shall be temporarily reserved from sale, pending survey or determination by him of the portion to be set apart for any purpose under these regulations; and all lands so declared shall be reserved accordingly until revoked or altered in like manner:"

MR. PARKER asked how it was that in this clause it was the Governor himself who was to do what was required, whereas under the other clauses it was the Governor-in-Council.

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the clause was copied from the New South Wales Act, but of course the position of Governor there and the position of Governor in this colony were not analagous. There would be no objection to amend the clause, if the hon. member wished.

MR. SHOLL moved that the words "in-Council" be inserted after the word "Governor," in the first line.

Amendment agreed to.

Clause as amended put and passed.

Clauses 21 to 26 were agreed to, without comment.

Clause 27—Bonus on tropical products grown in the Kimberley district:

MR. PARKER asked why this privilege should be confined to the Kimberley district? There were other districts in the colony besides the Kimberley district, and he hoped the Government would occasionally bear that in mind. He believed some of these products might be grown in the Eucla District, and why should there not be a bonus offered for growing them in that district?

MR. SCOTT did not see why there should not be a bonus for growing other products than tropical or semi-tropical products. He was told by the Dempsters that wheat might be grown in the Eucla District,—why should it not be encouraged? Why should there not be a bonus offered, say for the first 50 acres of land cultivated with wheat in the Eucla District?

THE COMMISSIONER OF CROWN LANDS (Hon. J. Forrest) said the clause was exactly the same as the corresponding clause in the existing regulations, and it was inserted in accordance with a resolution of that House.

The clause was then agreed to; and, on the motion of Mr. MCRAE, progress was reported until the following day.

The House adjourned at half-past ten o'clock, p.m.