Legislative Assembly,

Tuesday, 23rd August, 1898.

Papers presented—Question: Official Receiver and Estate of W. Riley—Question: Official Receiver and Estate of Kram and Bluchmore—Reappropriation of Loan Moneys Bill, first reading—Health Bill, in Committee, clauses 47 to 189—Police Act Amendment Bill, first reading—Agricultural Bank Act Amendment Bill, Discharge of Order—Adjournment.

THE SPEAKER took the chair at 4.30 o'clock, p.m.

PRAYERS.

PAPERS PRESENTED.

By the PREMIER: Fremantle Hospital, Report by Board of Management. Municipal By-laws of Kanowna (general), also additional by-laws of North Fremantle and Perth.

By the MINISTER OF MINES: Geological Survey, Report for 1897.

Ordered to lie on the table.

QUESTION: OFFICIAL RECEIVER AND ESTATE OF W. RILEY.

MR. RASON, for Mr. Gregory, asked the Attorney-General,—1, What was the value of the stock in the estate of W. Riley, when placed in charge of the Official Receiver. 2, How long the said stock was in his possession. 3, What public effort, by advertisement, he made to dispose of the said stock. 4, What amount he obtained for the said stock. 5, Whether the Minister was aware that the Official Receiver was in the habit of disposing of insolvent estates privately.

THE ATTORNEY GENERAL (Hon. R. W. Pennefather) replied: 1, Value as estimated by debtor, £2,393 18s. 4d., and timber to the value of £240. 2, From 17th July, 1897, to 31st of August, 1897. 3 None. The Official Receiver was not trustee, and so was unable to offer a good title. His duty was simply to hold stock as far as possible *in statu quo* until appointment of trustee. 4, The stock was sold by the trustee, Mr. O. L. Haines, not by Official Receiver. 5, No.

QUESTION: OFFICIAL RECEIVER AND ESTATE OF KRAM AND BLUCHMORE.

MR. RASON, for Mr. Gregory, asked the Attorney General: 1, What was the estimated value of the Kram and Bluchmore estate, Menzies, when taken over by the Official Receiver under receiving order. 2, How long that estate was in his possession. 3, Whether during that period he, by public advertisement, endeavoured to dispose of that estate. 4, What amount he realised from the assets. 5, Whether his management entailed a greater loss than the amount realised by him from the assets. 6, If so, what amount.

THE ATTORNEY GENERAL (Hon. R. W. Pennefather) replied: 1, Value as per statement by debtor, £8,308 7s. 2d. 2, From the 10th May, 1897, to the 5th of December, 1897. 3, No; because the order of adjudication was not made until October 23, 1897, and on October 26th, 1897, Mr. Gregory, who acted as trustee under a deed of assignment, applied to the court for leave to set aside proceedings. 4, Gross receipts of assets, £507 15s. 5, No. 6, See answer to No. 5.

REAPPROPRIATION OF LOAN MONEYS BILL.

The Governor's message, received at a previous sitting with the Bill, was considered.

THE PREMIER moved that the Bill be now read a first time.

Question put and passed, without debate.

Bill read a first time.

HEALTH BILL.

IN COMMITTEE.

Consideration in Committee resumed.

Clause 47—Sale of compounded articles of food and compounded drugs:

THE ATTORNEY GENERAL moved, as an amendment, that the words "demand of the purchaser," in line 3, be struck out, and "details as given on the bottle or package," be inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clause 48—agreed to.

THE ATTORNEY GENERAL explained that he intended to propose the insertion of a new clause, at a later stage.

Clauses 49 to 51, inclusive—agreed to.

Clause 52—Prohibition of sale of milk of diseased cows:

THE ATTORNEY GENERAL moved, as amendments, that after the word "milk," in line 3, the words "that is adulterated with water, or any other fluid or substance, or milk," be inserted. Also, that after the word "section," in line 6, the following words be added: "Milk shall be deemed to be adulterated when it contains less than 3.5 per cent. of butter fats and 9 per cent. of solids." This was taken from the New South Wales Act as being a very good provision in testing milk, because it afforded a basis upon which analysis might be made and prosecutions instituted.

Amendments put and passed.

THE ATTORNEY GENERAL: It was suggested by the Commissioner of Crown Lands that paragraph 2 of the clause be struck out, as follows:—"The court before whom any person is charged with an offence against this section shall dismiss the charge, if it appears to the court that the defendant took all reasonable and practicable means to inquire and ascertain whether or not the milk sold by him, or so allowed to be sold, came from cows suffering as aforesaid." While it was desirable to protect the public, we must not persecute the seller of milk, and the sub-clause ought to stand. If a person satisfied the court that he did everything that could be expected in making reasonable inquiries, and there was no suspicion that he was conniving at an offence, he should not be made answerable from the mere fact that he sold milk which was not good and wholesome.

HON. H. W. VENN: Those who had dealings with cattle, as many hon. members had, would agree that it would be impossible for persons at all times to tell what insidious disease there might be in the animals, and only an expert would be able to tell definitely what they were suffering from. Some germs of disease among cattle were absolutely unnoticeable to the general public, and it would be very hard indeed to throw the onus of finding it out upon the person who sold the milk. In the interests of the public generally, and of dairymen in particular, it would be as well to leave this portion of the clause as it stood. No doubt it was thought wise in New South Wales to retain this provision; and to strike it out from this Bill would be too drastic.

MR. ILLINGWORTH: As the clause stood, it would be compulsory on the court to dismiss a charge, if a man proved that he took reasonable precautions. It would be well to substitute "may" for "shall."

THE ATTORNEY GENERAL: If the word "may" were inserted, the bench would have a discretion in the matter, but the word "shall" would make it mandatory. A person must show that he had taken all reasonable and practicable means to inquire and ascertain whether or not the milk sold by him came from cows that were suffering. He must do all those things; and, having done them, it was only just that he should expect to be acquitted of the charge. It was a matter for the Committee; but if the vendor of milk had made all reasonable inquiries, and taken all reasonable precautions, it should not be left to the discretion of the bench whether the charge should be dismissed.

MR. ILLINGWORTH: A vendor of milk might bring someone to the court to prove that he made inquiries, and was told that the milk was all right, and then the offender would get off, although fully conscious of the fact that the animals were suffering.

THE ATTORNEY GENERAL: It would not be sufficient to merely make inquiries. The clause said that the vendor must take all reasonable and practicable means of ascertaining whether the milk came from cows that were suffering. The bench would see at once whether the man merely made a perfunctory inquiry, and whether he had reason to believe that the milk was diseased.

Clause, as amended, put and passed.

Clause 53—agreed to.

Clause 54—Diseased animals or unwholesome food may be seized:

MR. HOLMES moved, as an amendment in line 2, that the words "any member of the police force" be struck out. It was necessary that food supposed to be unwholesome should be examined by competent officers; but if police officers were

required to examine it, and also officers of the local board of health or the central board, the tendency would be for these officers to leave the duty to each other, and, on the principle of what was anybody's business was nobody's business, the duty would not be performed.

THE ATTORNEY GENERAL: The amendment was not desirable, because if a customer found that food sold to him or offered for sale was unwholesome, it would probably be difficult for him to find a member of the central board or local board of health within a short time, and whilst looking for such an officer all trace of the tainted food might be removed. If, on the other hand, he could call the nearest police officer to show the unwholesome food to him, that would be a ready means of protecting the public health. The clause was taken from the Victorian Act, and seemed to be a good one.

MR HOLMES: Having had experience in these cases as a member of the local board of health, he knew the tendency was for the duty to be left to one or other party, where several were concerned; and he thought that the duty should be fixed definitely on some officer.

Amendment put and negatived.

THE ATTORNEY GENERAL moved, as amendments, that in line 4 there be inserted the words "or drugs." After the word "food," in line 14, insert "or drugs." After the word "food," in line 16," insert "or drugs." After the word "examination," in line 21, insert "or analysis," After the word "health," in line 36, strike out the word "and" and insert the words "or in case such seizure has been made by the central board or the Crown," in lieu thereof.

Amendments put and passed, and the clause, as amended, agreed to.

Clause 55—Penalty on importation or possession of diseased animals and unwholesome food:

THE ATTORNEY GENERAL moved, as an amendment, that the word "knowingly" be struck out of the first line. It would lie on the person who sold the food or article to satisfy the court whether he "knowingly" comm...ed the offence. The clause gave sufficient protection to the vendor; and it would only tend to make convictions very difficult if the word "knowingly" were retained.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that in line 11, after the word "pounds," the words "and not less than £10" be inserted. The object of the amendment was to fix a minimum penalty.

HON. H. W. VENN: If this provision was taken from the New South Wales Act, it would be well for the Attorney General to be cautious in pressing for a minimum penalty of £10, as the effect would be to make it compulsory on magistrates to impose that amount of penalty even in cases of the most trivial kind, where the offender came just within the law. Such a provision was not made in the larger colonies, and it did not appear desirable in this small community, to have the minimum penalty so high as £10.

MR. A. FORREST disagreed with the remarks as to the £10 limit. For years past this country had been made the dumping-ground for fish, butter, tea, and other articles of inferior quality. Prosecutions had been instituted by the local board of health in Perth, with the result that fines of 1s. had been inflicted, and the board had to pay its own costs in each case. If it was desired that people should have good food, a fine of a minimum up to a substantial amount should be fixed. This was to the interest of pastoralists and agriculturists, as well as others, because our producers could not compete with the imported rubbish to which he referred. The proposal was in the right direction. True, as the hon. member said, our magistrates were honest, but their ideas of such cases were frequently rather crooked. That very day certain persons had been fined for light-weight bread; but that prosecution had cost the City Council some hundreds of pounds in order to fight the question in the higher court. This clause came direct to the Committee from the local board in Perth, who ought to know what was required.

MR. SOLOMON: A fine should be inflicted, but £10 was too high. There might be cases in which the offender was not very culpable, and the magistrates should be allowed some discretion; yet, while it would be unwise to leave the

amount of fine entirely to their discretion, a minimum of £5 would meet the case. He supported the remarks with regard to the merely nominal fines that were frequently inflicted. Similar cases occurred in Fremantle, where the convicted parties were fined one shilling, and the board of health had to pay the expenses.

THE ATTORNEY GENERAL: While the reasons of the member for Wellington (Hon. H. W. Venn) were strong, yet the force of the argument of the member for West Kimberley (Mr. A. Forrest) must be admitted. The bench always tried to avoid convicting in such cases, particularly if a high minimum fine was provided. The minimum of £10 was undoubtedly too high, and he would, by leave, alter the amount in his amendment to £5. If too stiff a penalty were exacted, no convictions would be obtained.

HON. H. W. VENN: In speaking to this question, he had not been actuated by consideration for his particular district, as the member for West Kimberley seemed to infer. Hon. members represented the whole colony, and ought to rise superior to local considerations. This amendment dealt with drugs as well as food, and had only a partial reference to his district. Considerable latitude should be allowed in this matter. Poultry sellers, for instance, might be fined because their game was too "high," whereas some consumers would not eat game unless it was "high." No doubt the Attorney General's contention, that convictions would not be obtained if the £10 minimum was adhered to, was a sound one, and to avoid this drawback he would accept the alteration to £5.

Amendment (amount reduced to £5) put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that in the 13th line, after the word "pounds," the words "and not less than five pounds" be inserted. This would fix the minimum as well as the maximum fine, the lower figure having already been agreed to.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that the word "knowingly," in the same line, be struck out. This was consequential.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that after the word "animals," in line 16, the following be inserted:—"Or if any person exposes or leaves, or causes to be left, in any market or sale-yard, or at any auction, or drives or causes to be driven to any market or auction or sale-yard for sale, any animal suffering from pleuro-pneumonia, tuberculosis, anthrax, fluke, or any disease or ailment whatsoever to such an extent as to render such animal, when slaughtered, unfit for human consumption." This amendment was suggested by the Perth City Council. Personally, he knew little of such diseases, and it was for the Committee to say whether their presence could be readily detected by inspectors; for, if it could, the amendment was certainly desirable. The amendment applied only to animals diseased to such extent as to render them unfit for consumption. A sheep, for instance, might be suffering from fluke, but not to a dangerous extent.

HON. H. W. VENN: Fluke was introduced to the North-West district in 1865, and sheep afflicted with it generally died. Stock-owners and breeders would know that a very fruitful cause of bad meat was the over-driving of cattle and sheep. If a perfectly healthy cow were overdriven before milking, her milk would be rendered injurious to delicate children, and proportionately injurious to adults. This over-driving was the source and foundation of a great number of diseases in stock. A large quantity of evidence had been given on the point in connection with the tick question, from which it appeared that deaths of cattle from this cause were very numerous. If so, it was clear that if animals were slaughtered after being over-driven, the meat was unfit for consumption. Such cases might well be provided for by the clause.

Put and passed.

THE ATTORNEY GENERAL moved, as further amendments, that after the word "pounds," in line 20, the words "and not less than five pounds" be inserted; that after "imprisonment" "for a term" be inserted. Also, that after "years," in line 20 insert the following:—"And no officer of the local board, nor any member of the police force, seizing any article of food, or drugs, or any animal, and no in-

spector of stock or sheep seizing any animal shall be liable for any costs, expense, or damages on account of such seizure, if he acted under a reasonable belief that such article of food or drug was unwholesome, or that such animal was diseased."

Amendments put and passed, and the clause as amended agreed to.

Clauses 56 and 57—agreed to.

Clause 58—One local board may engage an analyst appointed by another:

THE ATTORNEY GENERAL moved, as an amendment, that the word "both," in line 5, be struck out, and "such" inserted in lieu thereof.

Put and passed, and the clause, as amended, agreed to.

Clauses 59 to 69, inclusive—agreed to.

Clause 70—Certificate of analyst *prima facie* evidence, unless he is required to be called:

THE ATTORNEY GENERAL moved, as an amendment, that after the word "defendant," in line 3, the words "at his own cost" be inserted. The object was that, if the defendant called evidence, he should pay for the production of it.

Put and passed, and the clause as amended agreed to.

Clauses 71 and 72—agreed to.

Clause 73—Defendant who succeeds on a certain defence, of which he has not given due notice, may be ordered to pay costs:

HON. H. W. VENN: It was desirable that this clause be explained.

THE ATTORNEY GENERAL: The clause was intended to meet a case where the person was perfectly innocent of the nature of the article he sold, and had no reason whatever to think it was adulterated. The object of the latter part of the clause was to exonerate him from the penalty, but to provide that he must pay the costs incurred by the prosecution.

HON. H. W. VENN: A man might prove his absolute innocence, and yet at the same time be mulct in costs. Legal members would be able to say whether that was the usual course to adopt in the case of a man who was innocent.

THE ATTORNEY GENERAL: The man would have to give notice, and if he gave reasonable notice he would not have to pay the costs.

Clause put and passed.

Clauses 74 and 75—agreed to.

Clause 76—Expenses incurred; how to be borne:

THE ATTORNEY GENERAL moved that the clause be struck out. It was covered by clause 27 as amended, which had already been dealt with.

Put and passed, and the clause struck out.

Clause 77—Registration of common lodging-houses:

MR. QUINLAN moved, as an amendment, that the word "five," in line 10, be struck out, and "ten" inserted in lieu thereof. The system in vogue in Perth was to charge 5s. for registration; but that was not sufficient, the work entailing a lot of trouble.

THE ATTORNEY GENERAL said he had no objection to the amendment.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that before the word "until," in line 14, "unless and" be inserted.

Put and passed, and the clause as amended agreed to.

Clause 78—Certificate of character required:

THE ATTORNEY GENERAL moved, as amendments, that the letter "s" be struck out of the word "inhabitants," and the word "householder" be inserted after "inhabitant."

Put and passed, and the clause as amended agreed to.

Clause 79—Exemptions from registration:

HON. H. W. VENN: The definition of the word "lodging-house" appeared to be insufficient. What was the difference between this and a "common lodging-house?"

THE ATTORNEY GENERAL: A common lodging-house was defined as one in which not less than six persons paid for board, and for not less than one week at a time.

Put and passed.

Clauses 80 to 82, inclusive—agreed to.

Clause 83—Contents of register, how to be proved:

THE ATTORNEY GENERAL moved, as an amendment in line 2, that after the word "and" there be inserted "or any Act previously in force."

Put and passed, and the clause as amended agreed to.

Clauses 84 to 91, inclusive—agreed to.

Clause 92—Proceedings for offences:

THE ATTORNEY GENERAL moved, as an amendment, that the words "in petty sessions" be struck out of the third line. Also, that there be added to the clause the words: "or otherwise into the Supreme Court."

Put and passed, and the clause as amended agreed to.

Clause 93—Houses may be declared unfit for human habitation, and their occupation forbidden:

THE ATTORNEY GENERAL moved, as amendments, that the words "or any part thereof" be inserted after the word "thereof," in line 4. Also, that in line 5 the words "in writing" be struck out.

Put and passed, and the clause as amended agreed to.

Clauses 94 and 95—agreed to.

Clause 96—Penalty on persons offending against enactment:

THE ATTORNEY GENERAL moved, as an amendment in the first line, that the word "knowingly" be struck out.

Put and passed, and the clause as amended agreed to.

Clause 97—Definition of occupying as a dwelling:

THE ATTORNEY GENERAL moved, as an amendment, that the words "with the consent of the owner or occupier" be struck out.

Put and passed, and the clause as amended agreed to.

Clause 98—Power to close cellars in case of two convictions:

THE ATTORNEY GENERAL moved, as an amendment, that the words "in petty sessions" be struck out.

Put and passed, and the clause as amended agreed to.

Clause 99—Building not hitherto used as dwelling not to be used without consent:

THE ATTORNEY GENERAL moved, as amendments, that the words "such part of the district as shall be defined by by-law of the Central Board" be struck out, and the following inserted in lieu thereof: "a municipal district or within the area of the jurisdiction of a local board." Also, in the second paragraph, second line, that the words "in petty sessions" be struck out. Also that the following proviso be added to the clause: "Provided that before any new building be occupied as a dwelling-house or offices, a certificate be obtained from a building surveyor and officer of health declaring such house or offices to be fit for human occupation." This proviso was suggested by the Central Board of Health, with the object of preventing the erection of dwellings in unhealthy situations.

Amendments put and passed, and the clause as amended agreed to.

Clauses 100 to 106, inclusive—agreed to.

Clause 107—Punishment for offences against this part of this Act:

THE ATTORNEY GENERAL moved, as an amendment in the second line, that the words "in petty sessions" be struck out.

Put and passed, and the clause as amended agreed to.

Clauses 108 and 109—agreed to.

Clause 110—Local Board to report epidemic disease, etc., to Central Board:

THE ATTORNEY GENERAL moved, as an amendment in line 7, that the word "evidence" be struck out, and "remarks or" be inserted in lieu thereof. The word "evidence" was misused in the clause as drafted, because the board would not be able to take evidence in this respect.

Put and passed, and the clause as amended agreed to.

Clause 111—Governor may direct enforcement of provisions to prevent disease:

THE ATTORNEY GENERAL moved, as an amendment in the third paragraph on page 35, first line, that the word "purifying" be inserted after "cleansing." Also, in the second line of the same paragraph, that the words "assembly or" be inserted after the word "of," to make the passage read, "places of assembly or entertainment," etc.

Amendments put and passed, and the clause as amended agreed to.

Clauses 112 to 118, inclusive—agreed to.

Clause 119—Infectious diseases to be reported:

THE ATTORNEY GENERAL moved, as an amendment, that after the word "fever," in the third line, there be inserted the words "diphtheria, leprosy, and scarlatina."

Put and passed.

HON. H. W. VENN, referring to the penalty mentioned at the end of the clause, said a fine not exceeding £50 for failing to comply with the clause as to reporting infectious or contagious diseases appeared to be too much for the circumstances of the colony.

THE ATTORNEY GENERAL: The offence of not reporting these diseases was very serious.

HON. H. W. VENN: But how would people know the requirements of this Bill, when it came newly into operation?

THE ATTORNEY GENERAL: Everybody was presumed to know the law.

HON. H. W. VENN: But everybody did not know the law, and in country districts especially only a small section of the community read the provisions of a statute.

THE MINISTER OF MINES (Hon. H. B. Lefroy): The doctor, and not the householder, was required to make the report.

HON. H. W. VENN: Many persons would err in ignorance of the law, and that would especially occur in isolated districts.

THE ATTORNEY GENERAL: The reason that the penalty was large was to meet cases of urgency, where the result of not reporting these diseases might be serious. Where the case was not serious, the penalty would probably be light.

MR. A. FORREST: This provision as to reporting contagious or infectious diseases was inserted at the instigation of the Perth Board of Health, because some doctors in Perth had refused to report such cases, their objection being that they ought to be paid a fee for making reports, because they used to get a fee for reports. At present there was no power to compel doctors to send in reports of such cases, although it was clearly in the interest of the public health that they should be required to do so.

HON. H. W. VENN: This provision might be suitable for towns, but to say that a report must be sent in within 24 hours after a case was discovered appeared to be too short a time for people in country districts.

THE ATTORNEY GENERAL said he had been asked also to insert a provision that medical men should make these reports free of charge, and he understood the medical men had been in the habit of demanding a fee for such reports. The request was made by the municipal council of Perth that it should be made compulsory on medical practitioners to report free of charge cases coming within their knowledge, so that the local board of health might be informed promptly. This would be a wise provision in the interests of the community, but it appeared to be rather hard on medical practitioners; and, having heard the opinions of several members, he had decided not to move the amendment as to requiring reports to be made free of charge.

MR. QUINLAN moved, as an amendment, in the 8th line, that the word "nearest" be struck out. He said every district had not a local board of health, and to require that these reports should be sent to the nearest board of health would be an indefinite and often awkward way of dealing with the matter. As to New Norcia, for instance, the nearest local board was Newcastle, and to send a report there would not be convenient to the people of New Norcia, as other places could be reached better by railway.

THE ATTORNEY GENERAL: It was necessary to fix the locality of the board to which reports from any districts should be sent in, and he could not perceive a better mode of defining it.

THE MINISTER OF MINES: A medical practitioner might sometimes be called 100 miles to a case of fever in a country district, and it would not be practicable for him to send a report of that case to the nearest local board of health within twenty-four hours.

THE ATTORNEY GENERAL: The clause required that the report should be made and despatched, but it did not mean that the report must be received by the local board of health within twenty-four hours.

THE MINISTER OF MINES: The object aimed at was to put people on their guard within a certain distance of the place where a man had been afflicted with the complaint.

Clause, as previously amended, put and passed.

Clause 120—Duty of local authority to cause premises to be cleansed and disinfected:

THE ATTORNEY GENERAL moved, as an amendment, that the words "whether within or without such local board's district" be struck out of line 17. The Municipal Council of Perth, which was also the local board of health, had suggested that those words be omitted.

Put and passed.

THE ATTORNEY GENERAL moved, as further amendments, that the word "and" in line 9 and in line 16 be struck out, and "or" inserted in lieu thereof in each case.

Put and passed, and the clause, as amended, agreed to.

Clauses 121 to 130, inclusive—agreed to.

Clause 131—Power of local board to provide for reception of sick:

THE ATTORNEY GENERAL moved, as amendments, that after the word "provide," in line 1, the words "hospitals or" be inserted; also that after "hospital," in line 6, the words "or temporary place" be inserted.

Amendments put and passed, and the clause, as amended, agreed to.

Clauses 132 and 133—agreed to.

Clause 134—Recovery of costs of maintenance of patient in hospital:

THE ATTORNEY GENERAL moved, as an amendment, that the word "six," in line 6, be struck out, and "twelve" inserted in lieu thereof. The Perth Local Board had suggested that the time should be extended, and he did think the limit of six months was rather too short.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that the word "death," in line 7, be struck out, and the words "dying in such hospital or place" be inserted in lieu thereof.

Put and passed, and the clause, as amended, agreed to.

Clauses 135 to 137, inclusive—agreed to.

Clause 138—Offence of not registering:

THE ATTORNEY GENERAL moved, as an amendment, that the word "five," in line 5, be struck out and "ten" inserted in lieu thereof.

Put and passed, and the clause, as amended, agreed to.

Clause 139—Offence of conducting or assisting at unregistered private hospital:

THE ATTORNEY GENERAL moved, as an amendment, that after the word "the," in line 1, the words "provisions of the" be inserted.

Put and passed, and the clause, as amended, agreed to.

At 6.28 p.m., the CHAIRMAN left the chair.

At 7.30, the CHAIRMAN resumed the chair.

Clause 140—Definition of nuisances:

THE ATTORNEY GENERAL moved, as an amendment, in sub-clause (5), referring to conditions of health in workrooms or factories, that after the word "any," in the first line, the words "shop, laundry," be inserted, making the sub-clause read, "shop, laundry, workroom, or factory," etc. This was suggested by the Municipal Council of Perth.

Put and passed.

MR. SOLOMON, referring to sub-clause 6, dealing with drainage, moved, as an amendment that, in the first line, after the word "street," there be inserted "right-of-way," making the passage read, "any street, right-of-way, lane, passage, yard, land, or allotment," etc.

Put and passed.

MR. GEORGE, referring to sub-clause (7), dealing with smoke nuisance arising from furnaces, moved that the sub-clause be struck out. He said, if this clause were carried as printed, there should be some safeguard against excessive hardship, or the effect would be that almost every kind of factory or workshop in a place like Perth might be closed. He did not object to means being taken to compel manufacturers to minimise any nuisance resulting from the use of furnaces, which were necessary for carrying on various industries, but such a provision as this would place in the hands of any two persons the power to so harass the owner of a manufactory or workshop as practically to compel him to abandon the business in that locality. The words "as far as practicable," in relation to preventing nuisances arising from smoke-stacks and furnaces, would depend entirely on the interpretation which the court put on them. There was a statute in England dealing with this

subject, and it had been a great boon to the public, by minimising the nuisance resulting from excessive quantities of smoke; but a limitation was provided there which permitted a certain time when starting the furnace fire, also permitting certain times during the day for firing up or stoking, during which no information would lie against a manufacturer for emitting considerable quantities of smoke caused unavoidably. If such a provision were inserted in this clause, there would be no objection to it. In the heart of a city it was not desirable to have trades or manufactories emitting large quantities of smoke; but in places like Perth and Fremantle, various industries had grown up, such as his own foundry, and in these small communities it was not desirable to press unduly upon the owners of factories or workshops where furnaces were necessary for steam power. Legislation on this subject should go on the lines of the provisions which existed in England; and he could testify that they worked well there, for he had seen the effect of them in what was known as the "black country," where workshops and manufactories were so numerous and smoke-stacks were so many. that they used to emit vast clouds of smoke, until the nuisance was mitigated by recent legislation, as he had stated.

THE ATTORNEY GENERAL: The subclause was taken from the present Act, which had been in operation since 1886.

MR. GEORGE said he was aware of that.

THE ATTORNEY GENERAL: The hon. member need not apprehend any danger to his business as an ironfounder by passing the clause, provided his foundry created no greater nuisance than it had done in the past; for as the hon. member had pointed out, the words "as far as practicable" indicated that, where the owner of such establishment took reasonable precautions to prevent a nuisance, the country would not expect him to do impossibilities. No member of the House and no tribunal would think for a moment that a manufacturer should be subject to conviction under such a clause, because his chimney happened to emit smoke which could not be prevented.

THE PREMIER: The Perth Gas Company did the same thing.

THE ATTORNEY GENERAL: It was necessary to retain this sub-clause, however, in the event of other factories being established.

MR. ILLINGWORTH: What about the Mint?

THE ATTORNEY GENERAL: That had not started yet; but in the event of other manufactories being established here, and creating a nuisance among the people, the owners starting operations with their eyes open must put up with the consequences. Existing factories could not possibly be blamed by whoever had the administration of the law, for the owners of these factories did not come to the people, but the people came to them by settling near them. To strike out the sub-clause would militate very much against other provisions of the Bill in regard to the benefit of the public health, and he hoped the hon. member would not persist in his amendment.

MR. GEORGE: The Attorney General, while trying to be as just as possible, spoke from his own point of view; but he (Mr. George) spoke from experience, and he knew that very recently in Perth an attempt had been made to shut up —not his factory, for he was not speaking on his own behalf—but several small factories, such as butchers' shops which used small engines for the purpose of driving sausage machines. As far as his own factory was concerned, he was within measurable distance of the time when he would shift out of Perth; but he was alluding to other factories which had been established in the city, and were giving a large amount of employment.

MR. A. FORREST: And were a considerable nuisance, too.

MR. GEORGE: In the particular instance which he had in mind, the object of the complaints was, not so much the abatement of the nuisance, as the closing up of the establishments. He had instanced his own factory, because he supposed it made more smoke than probably half a dozen of the smaller places to which he had referred.

MR. MITCHELL: And gas too.

MR. GEORGE: No; he left that to hon. gentlemen who had shares in the Gas and Electric Light Company. Members on his (the Opposition) side of the House were noted for the emptiness of their pockets, while those on the Government side had invariably big banking

accounts. Unless the Attorney General could give him some assurance as to introducing necessary provisions to protect the class of persons to whom he referred; he must ask the Committee to strike out the sub-clause.

MR. A. FORREST: We must have the power somewhere.

MR. GEORGE: If the Minister would leave the consideration of the clause till the recommittal of the Bill, he would be glad to confer with him as to whether some provision could be made, so as to give reasonable power to the board of health to protect the people without injuring manufacturers. He had no desire to perpetuate nuisances in the city, but it was going too far to place in the hands of any two persons the power to harass their neighbours. It was idle to say they would not do it, for people frequently fell foul of each other, and would be glad to use such means as this to gratify their animosity.

MR. VOSPER: The hon. member had evidently overlooked the second proviso in the clause, wherein several safeguards were set forth, which to a great extent should meet the objection. He (Mr. Vosper) rather agreed with the Attorney General in this matter, in view of the proposed smelting works at Fremantle, which doubtless were only the first of many such works to be constructed here. Once such establishments were in operation, large quantities of hydrochloric acid, arsenic, and other deleterious fumes would be poured forth to poison the atmosphere. Such gases had a devastating effect on vegetation, were injurious to health, and were a nuisance generally. It would be well if the Bill had some stringent provision, to prevent the public health being injured by such establishments. Even at the Mint, in the treatment of certain classes of ore for experimental purposes, large quantities of arsenic might be poured out from the chimneys, and it might be necessary to protect the public from the danger thus arising. The Government should be very careful in altering this clause, however much it might be objected to; and it was evident that the second proviso held such factories as those mentioned by the member for the Murray practically harmless.

MR. A. FORREST: The member for the Murray (Mr. George) could hardly have read the Bill carefully, without seeing that there was no intention to injure manufacturers. The clause was copied from the present Act; and, as it would be administered chiefly by the local board of health, a part of the City Council, the hon. member might rest assured that no effort would be made to drive manufacturers out of the city; that, on the contrary, the council preferred to have them in the city. The question of smoke was a difficult matter. The *Morning Herald* proprietary were told by the Council to increase the height of their chimney-stack, and they did it, but even now it was a kind of nuisance to the neighbourhood. The same might be said of the Gas Company, and of other manufacturers of smoke; but that was no reason why these businesses should be closed up. If we had more businesses of this class in the city, it would not be necessary to send so much money out of the colony. Power was required to deal with those which became menaces to the public health, and it might be taken for granted that the persons administering the law would not abuse that power.

MR. MORGANS: The interesting point raised by the member for North-East Coolgardie (Mr. Vosper) was deserving of careful consideration, namely, the expulsion of dangerous fumes from factory chimneys; but this clause did not apply to that point at all. It read: "which does not, as far as practicable, consume the smoke arising from the combustible." The clause did not touch cases of deleterious fumes arising from a manufacturing process, which fumes might be far more dangerous to the public health than mere unconsumed carbon. Thousands of pounds had been spent upon the great problem of the consumption of smoke, which so far had not been satisfactorily solved. He would not have referred to the *Morning Herald* if the member for West Kimberley (Mr. A. Forrest) had not done so; but he frequently observed some very dense black fumes, consisting of unconsumed carbon, arising from that chimney. It would be most unfair to compel the proprietors to consume their own smoke—he was not speaking metaphorically—for it was very doubtful whe-

ther they could do it. The consumption of smoke depended not so much upon the mechanical appliances used as upon the nature of the combustible.

MR. GEORGE: Collie coal.

MR. MORGANS: It was doubtful whether the Collie coal made as much smoke as the Newcastle coal.

MR. VOSPER: The Collie coal was "all smoke."

MR. MORGANS: No; it was rather of an anthracite nature, and did not make much smoke. It was not desirable to place too much power even in the hands of such an immaculate body as the local board of health. There should be some provision for dealing with deleterious fumes from factories. In smelting ore containing arsenical pyrites, a tremendous amount of arsenic was generated, which would have a most injurious effect, not only upon the surrounding vegetation, but upon the inhabitants.

MR. VOSPER: And sulphur also.

MR. MORGANS: Yes; sulphur formed sulphuric acid gas, which was very dangerous.

MR. VOSPER: Would the hon. member inform the Committee whether what was proposed would have the effect of preventing persons from allowing the escape of noxious fumes, and if not, whether he would be prepared to amend the clause so that it would provide for that.

THE ATTORNEY GENERAL: The clause did not, in his opinion, cover what was referred to by the hon. member, but it was his intention to add one which would do so.

MR. SOLOMON: There was another substance, which was a kind of smut and not smoke, that emanated from a flour-mill in Fremantle, and it was very near the business places, doing damage to a large amount of merchandise. He hoped the Attorney General would see his way to provide a clause to prevent that. He certainly hoped that the clause which had now been in existence for a number of years, and had been very serviceable, not only to Perth and Fremantle, he presumed, but to other places, would be retained.

MR. GEORGE: Provided some provision was introduced which would prevent anything like either malicious or angry interference with a man's business, he would not object to this clause. There should be a time allowed for lighting up in the morning, and also for firing up during the day. As far as the smoke was concerned, a great deal of it could be minimised by more frequent firing up. At the same time, that was a more expensive matter to the man who had to run the engine. He asked the Attorney General to think over this matter, and the point which had been raised by the member for North-East Coolgardie (Mr. Vosper) was also worthy of consideration.

MR. KINGSMILL: It would be a pity if any person establishing a manufactory were liable to be harassed under this Bill. With regard to smelting works, every effort would be made to prevent a nuisance, because the products which constituted a nuisance were valuable. If gentlemen would visit the smelting works now going up, they would see that the smoke had to traverse a flue of 350ft., and then a stack. Smelting works might, he thought, be depended on to carry out the provisions of this Bill, and consume their smoke as much as possible.

THE ATTORNEY GENERAL: The member for the Murray (Mr. George) was willing, he understood, not to press his amendment just now, and, that being so, he would give him an opportunity before the Bill was finally passed to assist in some fair way to modify this clause if it could be done; but, if that could not be accomplished, he (the Attorney General) would not sacrifice the clause, because he considered that it would be injudicious to do so. The member for South Fremantle (Mr. Solomon) hoped something might be inserted in this Bill to meet the nuisance created by smut. He (the Attorney General) suggested to the Committee that after the word "smoke," in line 3, the words "or smut" be added.

MR. ILLINGWORTH: The suggestion made by the hon. gentleman would hardly do what was wanted. As far as he understood, smut was a disease in wheat. What the hon. member really referred to was the flour dust constantly coming from a mill, which was very injurious to goods, and proper care should be taken

that it did not escape. That did not come from a chimney.

Amendment (Mr. George's), by leave, withdrawn.

THE ATTORNEY GENERAL moved, as a further amendment, that after the word "nuisance," in line 9 of paragraph 7, the following be inserted: "Any dead animal in any house or premises, or on any land, road, street, or thoroughfare, and which causes an offensive smell."

Put and passed, and the clause as amended agreed to.

Clauses 141 to 146, inclusive—agreed to.

Clause 147—Offensive trades:

THE ATTORNEY GENERAL moved, as amendments, that after the words "fish curing establishments" the words "fish shops" be inserted; and that after "glue factories" "laundries" be inserted.

Amendments put and passed, and the clause as amended agreed to.

Clause 148—agreed to.

Clause 149—Power of local board to refuse to register offensive establishments:

THE ATTORNEY GENERAL moved, as an amendment, that the words "during any one year," in line 5, be struck out. This alteration was suggested by the local council.

Put and passed, and the clause as amended agreed to.

Clause 150—Duty of local board to complain to justice of nuisance arising from offensive trade:

THE ATTORNEY GENERAL moved, as amendments, that the words "any two legally qualified medical practitioners," be altered to read, "any legally qualified medical practitioner;" also that the word "ten," in the same line, be struck out, and "six" inserted in lieu thereof; also that the words "justices in petty sessions," in line 13, be struck out.

Amendments put and passed, and the clause as amended agreed to.

Clauses 151 and 152—agreed to.

Clause 153—Danger to health from premises in a filthy state:

THE ATTORNEY GENERAL moved, as an amendment, that the word "ten," in line 2, be struck out, and "six" inserted in lieu thereof; also that after the word "currier," in line 8, the word "fishmonger, laundryman" be inserted.

Amendments put and passed, and the clause as amended agreed to.

Clause 154—Theatres, hospitals, and public buildings:

THE ATTORNEY GENERAL moved, as amendments, that the word "upon," in line 1, be struck out, and "open" inserted in lieu thereof; also that the word "or," in line 8, be struck out, and the words "or extended" be inserted after "opened," in the same line.

Amendments put and passed, and the clause as amended agreed to.

Clause 155—agreed to.

Clause 156—Lanes and yards to be paved:

THE ATTORNEY GENERAL: It had been suggested by the municipal council of Perth that the last three lines in the clause should be struck out, namely, "Nothing in this clause shall be taken to impose any liability or duty on the Crown or any public department or officer." The object of that suggestion was to make the Government answerable under the clause for the expenses of carrying out all these provisions, as to drainage and other things in lanes and yards on Crown land. This limitation as to Crown property was taken from the Victorian Act, where it was considered necessary; and as a member of the Government of this colony he could not consent to its being struck out.

MR. A. FORREST: What the Attorney General had just said was astonishing, for it claimed that the Government should get out of the liabilities properly attaching to Government property.

THE PREMIER: Where was this done elsewhere?

MR. A. FORREST: The Government, as owners of property, should be compelled to do what the ratepayers were compelled to do, as owners of property; and if the Government were not willing to be placed on the same footing, he would press this matter to a division, if necessary. The Government should clean up their own premises, the same as any private individual had to do. The Government escaped without paying rates for Crown property in the city of Perth, and he questioned whether the public buildings, if rated, would not yield more to the city council as a revenue than the municipal subsidy amounted to

now. The clause required, practically, that the Government should keep their premises clean. The local board of health had to levy a rate on citizens generally for this purpose, and why should not the Government be compelled to keep their places clean, when they did not pay rates for them? The Attorney General must know how hard it was to get money out of ratepayers, and even when ratepayers did pay they grumbled and abused the municipal council.

THE PREMIER: Did the hon. member know exactly what those words meant?

MR. A. FORREST: They meant that the Government should keep clean the streets, lanes, sewers, and drains on their own land.

MR. LEAKE: Those two hon. members should not get to squabbling.

MR. A. FORREST moved, as an amendment, that the last three lines of the clause be struck out.

MR. SOLOMON supported the amendment, because as ratepayers had to pay rates for this purpose, the Government should be required to do the same, or should carry out the provisions of the clause at their own expense, there being no subsidy from the Government for this purpose.

MR. GEORGE supported the amendment, and agreed that if Government property in Perth were rated, it would probably return more to the City Council than was received from the present municipal subsidy. If every building or rabbit-warren owned by the Government in Perth were rated, the council could do without the subsidy, and there would be a considerable relief to the rates. Persons had to carry out the provisions of this clause, and why should not the Government do the same? If the Premier, in his capacity as a ratepayer, did not pay the municipal demands, he would be sold up —no; perhaps not, because his brother was the mayor; but if such demands were made on him (Mr. George), he would be sold up anyway. He hoped the amendment would be pressed to a division, if necessary, even if the Government had to suffer a defeat.

Amendment put and passed, and the last three lines of the clause struck out.

Clause, as amended, agreed to.

Clause 157—agreed to.

Clause 158—Formation of way:

THE ATTORNEY GENERAL moved, as an amendment, that in the last line, after the word "any," the words "right of" be inserted, making the clause read, "any right-of-way, passage," etc.

Put and passed; other consequential amendments to the same effect being also made in the clause and in the side-note.

THE ATTORNEY GENERAL, referring to the maximum amount recoverable in a local court, said a suggestion had been made by the Perth City Council to alter the maximum amount from £100, as in the clause, to £1,000; the object being to increase the jurisdiction of the local court in these matters up to £1,000. This was a question which the Committee ought to consider; and, without expressing an opinion upon it, the alteration appeared to him to be rather dangerous.

MR. A. FORREST: Experience had shown that the costs of an action arising under this clause were so great when a case was tried in the Supreme Court, that even when the amount claimed was small or the amount of the verdict was small, the costs were very heavy, and had to be paid out of rates. A claim was made against the City Council, some months ago, for £600 in connection with a question of drainage, and the amount of the verdict in the Supreme Court was £10. The costs in that case amounted to about £325. Having such an example of the expensiveness of litigation in the Supreme Court in connection with municipal affairs, it was thought that the interests of ratepayers would be better served if municipal actions could be tried in the local court up to £1,000. If a case were brought in the Supreme Court it could scarcely be carried on a single day for less than £200. He moved, as an amendment, that the word "hundred" in the 18th line be struck out, and the word "thousand" be inserted in lieu thereof.

THE ATTORNEY GENERAL: The hon. member should bear in mind that the action to which he referred extended over several days.

MR. A. FORREST: They all did that now.

THE ATTORNEY GENERAL: The costs were large, because of the length of time over which the action extended.

MR. A. FORREST: This alteration was desired only in municipal matters.

MR. LEAKE: The amendment would be improper in a Bill of this kind, because it would be practically amending the Local Courts Act; and, if pressed, he would have to ask for the Chairman's ruling as to whether such amendment would be in order. By the Local Courts Act, the jurisdiction extended only up to £100; and perhaps the hon. member would accept his assurance that this amendment was out of place. If the object was to extend the jurisdiction of the local court in general matters, he would support that, at a proper time.

MR. A. FORREST: Only in municipal matters.

MR. LEAKE: It could not be extended in this way; and, if the hon. member pressed his amendment, the Chairman's ruling would have to be taken on it.

MR. A. FORREST: This Bill, before being submitted to the House, had been scrutinised by several members of the legal profession, and he was not acting alone in the matter. During the last three days the municipal authorities in Perth had been threatened with writs to an aggregate amount of many thousands of pounds for damages, owing to defective drainage in outlying parts of the city; and it was a question whether the whole of the ratepayers' money was to be eaten up in legal expenses in the Supreme Court. Even a verdict of one farthing damages carried costs, which costs fell on the municipal council. It was not the verdict they were afraid of, but the costs. The Perth council considered that if all municipal matters could be dealt with by the local court, the costs would be small; also, that the local court authorities would be more in touch with municipalities than was the higher court. As his proposal would interfere with an existing statute, he had pleasure in withdrawing it. It had been brought forward in the interests of the ratepayers.

Amendment, by leave, withdrawn.

Clause, as previously amended, put and passed.

Clauses 159 to 162, inclusive—agreed to.

Clause 163—Low-lying lands:

THE ATTORNEY GENERAL moved, as an amendment, that after the first word "the," in line 3, "nearest" be inserted.

Put and passed, and the clause as amended agreed to.

Clauses 164 to 166, inclusive—agreed to.

Clause 167—Penalty on neglect of local board to remove refuse, etc.:

MR. GEORGE: This might be a convenient place to introduce a provision that the cost for the cleansing of earth closets, cesspools, and asphits should fall on the owner of the house, and not on the occupier. Such charges were practically municipal rates, as far as Perth and Fremantle were concerned, and might well be payable in the same way as ordinary rates. The owner could easily add them to the rent. Very great hardship arose through frequent changes of tenants. In the event of there being unpaid rates, the City Council could levy distraint upon the new occupant of the house for the debts of the previous tenant, who only had his remedy against his predecessor, if he could find him. If those rates and charges were payable by the owner, that party would take good care that he got the money from the occupier; and it would be better for the occupier, too, because he would pay his rates weekly in his rent. It would be better, too, for the City Council, which would not have half as much trouble in collecting rates as they had now. He moved, as an amendment, that after the first word "the," in line 2, the words "owner or" be inserted.

THE ATTORNEY GENERAL: Apparently the object of the amendment was to make the owner as well as the occupier liable—either the owner or the occupier.

MR. GEORGE: Strike out "occupier" and put in "owner." It was the Minister's business to make such alterations.

THE ATTORNEY GENERAL said he was not going to correct the hon. member. He did not wish to see such an amendment passed, for he did not think it was right. The person rightly responsible for removing rubbish was the person in occupation.

MR. HIGHAM: Suppose there was no occupier?

THE ATTORNEY GENERAL: The first incoming tenant would take good care, before he came into possession, to see that the owner removed the rubbish; but to saddle the owner with responsibility for rubbish not removed by the occupier would be most unfair.

MR. A. FORREST: This was a big question, requiring much consideration. It was the intention of the municipal council of Perth to forward certain amendments of the Municipalities Act, which had been agreed to in a conference at Coolgardie in the early part of the year; and then would be the time to deal with the whole question as to whether the owner should not pay this charge. Rubbish was taken away for nothing by the municipal authorities. The measure to which he referred would be on the table of the House in a few days, and the provision could then be included.

MR. GEORGE: But look at the reception it would have!

MR. A. FORREST: But it was not likely the Attorney General would object to the provision, if it was the general wish of hon. members that the owners as well as the occupiers of properties should be liable for the rates. Such a law would save a large expense to the municipalities in the collection of rates, and each owner could charge his tenant. The amendment would be better withdrawn.

MR. GEORGE: While willing to bow to the wish of the member for West Kimberley (Mr. A. Forrest), he was not prepared to swallow all the Attorney General had said. That was too big an order. The hon. gentleman evidently had not much experience in connection with small house property, or with the seamy side of life, or he would know that it was no uncommon incident for the rate collector to sell the property of one man for the debts of another; and, as for the statement that a new tenant would not go into the house until the rubbish has been cleared away, that was ridiculous, for at the time of the boom in Perth, tenants would have gone even into the hon. gentleman's office, if they had a chance, without asking any question as to whether there were any skeletons in the cupboard. He spoke of a matter on which he felt strongly, and he did not thank the Attorney General for the lofty and sneering fashion in which his remarks had been received. The business of the hon. gentleman—that for which he was paid—was to try as a Minister to help members of the Committee in dealing with measures before them.

THE ATTORNEY GENERAL: But not to receive the hon. member's insults.

MR. GEORGE: Not to stand up and attempt to inflict a cheap sneer or laugh on members because they were not so well up in law as himself. If he (Mr. George) were a lawyer, he would be able to judge as to how much the Attorney General knew of his profession; but, judging by the way that Minister's measures were treated in this Assembly, his knowledge of law was worth nothing at all.

THE ATTORNEY GENERAL: The hon. member who had just sat down had said what he invariably said when he allowed his judgment to be overclouded by his temper. It was not desirable to follow suit in replying, because such observations, coming from the hon. member, were beneath contempt.

MR. GEORGE: Why, then, did the hon. member refer to them?

Amendment, by leave, withdrawn and the clause passed.

Clause 168—Private premises to be cleansed:

THE ATTORNEY GENERAL moved, as an amendment, that the words "twenty-four hours after," in lines 13 and 14, be struck out and the words "time named in" inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clauses 169 and 170—agreed to.

Clause 171—Obtaining destructors, etc.:

THE ATTORNEY GENERAL moved, as amendments, that after the word "a," in line 3, the words "site and" be inserted. That after the word "such," in line 8, the word "site" be inserted. That in line 11 the words "and such land" be struck out, and the word "site" inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clause 172—Power to make sanitary regulations:

THE ATTORNEY GENERAL moved, as amendments, that after the words "by-laws," in line 3, "and regulations" be inserted. That after the words "by-laws," in line 5, "and regulations" be inserted.

Put and passed.

MR. WILSON: Why should it be made compulsory to remove pans in the day time? Should it not be optional to do it at night?

THE ATTORNEY GENERAL: The object was to permit of supervision.

MR. WILSON: It would be well to leave the matter entirely to the Local Board of Health. He therefore moved, as a further amendment, that the words "in the day time," in lines 13 and 14, of page 61, be struck out.

Put and passed.

MR. GEORGE moved, as a further amendment, that after the word "each," in line 16, page 61, the words "owner or" be inserted. This was a convenient opportunity for emphasising the principle which those who had experience of municipal government knew to be correct, that where the rates were made they should be paid by the owners of the premises. The great difficulty was to recover the rates, owing to the frequent changes of occupants; and seeing that the property was always there and could not be removed, it must be a fair thing that the owner should bear the burden, as he could recoup from the tenants. Was it not far better that the rent charged should include everything, than that it should be seemingly low and the tenant should have to pay the rates? In Perth there was a rate made for clearing away rubbish, and in relation to nightsoil there was a charge of so much a month. His old colleagues would bear him out in saying that great trouble was experienced in getting the sanitary rate in connection with the nightsoil, there being hundreds and hundreds—he might say thousands—of pounds outstanding in Perth.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment that the words "petty sessions," in line 18 of page 61 be struck out, and "summary jurisdiction" inserted in lieu thereof.

Put and passed, and the clause, as amended, agreed to.

Clause 173—agreed to.

Clause 174—Regulation of use of nightsoil:

THE ATTORNEY GENERAL moved, as an amendment, that the words "city or town," in line 3 be struck out, and "district" inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clauses 175 and 176—agreed to.

Clause 177—Rate for the removal of nightsoil:

THE ATTORNEY GENERAL moved, as amendments, that after the word "board," in line 4, the words "or within such district if authorised by the Governor" be inserted; also that at the end of the clause the following be inserted: "Such rate shall be subject to the provisions of 'the Municipal Institutions Act, 1895,' as to general rates, and shall be recoverable in like manner."

Amendments put and passed, and the clause as amended agreed to.

Clause 178—Power to charge a pan rate:

THE ATTORNEY GENERAL moved, as amendments, that after the words "nightsoil," in line 2, the words "or other refuse whatever" be inserted; that after "district," in line 3, "or not" be inserted; that in lines 3 and 4 the words "not less than ten shillings, nor exceeding twenty shillings" be struck out, and "payable in advance" inserted in lieu thereof; that after "nightsoil," in line 4, "or other refuse" be inserted; that after "the," in line 7, "owner or" be inserted; that after "occupier," in line 7, the words "as the local board may decide" be inserted; that after "pans," in line 8, the words "or other receptacle" be inserted; also that the words "in petty sessions," in line 11, be struck out.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that the word "buildings," in line 12, be struck out, and "houses" inserted in lieu thereof.

MR. GEORGE: The Committee were entitled to an explanation with regard to this proposal, which would mean that in the case of a bank, a Government building, or a factory being erected, where it was certainly necessary that conveni-

ences should be provided for the use of the men there engaged, the local board would not be able to make a charge. Such a charge should apply to all buildings.

THE ATTORNEY GENERAL: This suggestion was made by the Perth municipal council, and, acting on it, he had submitted it to the Committee. It was proposed to substitute the word "houses" instead of "buildings," because the word "house" had a definition in the interpretation clause, which stated that it included tents and dwellings of any kind, also schools, hotels, licensed victuallers' premises, factories, workrooms, common or other lodging-houses, or other buildings or premises.

MR. A. FORREST: The reason for substituting the word "houses" for "buildings" was that the word "houses" was defined specifically, and the word "buildings" was not.

Amendment put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that the word "buildings," in line 15, be struck out, and "houses" inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clause 179—Houses to have privies:

THE ATTORNEY GENERAL moved, as an amendment, that after the word "house," in line 5, the word "whether" be inserted; also, that after "jurisdiction," in line 5, "or not" be inserted.

Put and passed.

THE ATTORNEY GENERAL moved, as a further amendment, that after the word "owner," in line 8, the words "his agent" be inserted.

MR. GEORGE: This matter was one on which there could be no difference of opinion. The owner of a house, and not the occupier, was the person who had to erect a privy. He would suggest that the words "the owner or his agent" should appear in the clause, and that the word "occupier" should be struck out.

THE ATTORNEY GENERAL: This alteration had been suggested at the instance of the municipal council of Perth. They were the body who had control of this matter, and they had given it a considerable amount of attention. He believed there were reasons why the alteration was deemed necessary.

MR. A. FORREST: The reason for asking for the alteration was that very often the owner was out of the colony, and although the agent had power to receive rents he could not pay moneys away. We wanted to make the collectors of rents responsible in the absence of the owners.

MR. GEORGE moved, as an amendment in line 8, that the words "or occupier" be struck out, because the occupier was made liable to a penalty for not doing that which the owner should do.

Amendment (Mr. George's) by leave withdrawn.

Amendment (Attorney General's) put and passed.

MR. SOLOMON, referring to the 10th line, said that after the word "coverings" there had evidently been omitted the words "sufficient ventilation." This was an oversight.

THE ATTORNEY GENERAL, accepting the suggestion, moved, as an amendment, that the words "sufficient ventilation" be inserted after the word "coverings," in line 10.

Put and passed.

MR. GEORGE moved, as a further amendment, that in line 13 the word "occupier" be struck out from the passage which read, "such owner or occupier shall be liable to a penalty not exceeding £5 per day," etc. He said there was something wanting in this Assembly, or a provision like this would not be rushed through; for the clause practically threw upon the occupier an obligation which should properly attach to the owner,—that of providing sufficient closet accommodation for the premises occupied. It was obviously the duty of the owner of a house to provide sufficient convenience for making a house habitable; and in cases where the owner neglected his duty, this clause would throw the obligation on the occupier by making him liable to a penalty of £5 a day for every day during which the necessary sanitary accommodation was not provided, after notice given. This would be a serious hardship, in present circumstances, for how many persons in Perth, being occupiers, were able to pay such a fine as this? The clause was an example of legislation run mad: it was like putting a chain round the necks of poor people and a gag in their mouths. The whole clause was sub-

versive of the true principles of liberty which attached to the small man as well as the large man. The object of municipal government was not to oppress the small ratepayer; whereas the object of this clause was to defend the property-owner at the expense and loss of the small man, working for a daily wage and occupying a dwelling at a rental. If a member of this Assembly were seeking election in the Perth district, he might expect to hear that phase of the argument brought up against him, and properly so. There had been far too much protection given to the property owners, in the past legislation of this colony.

MR. A. FORREST: The municipal council of Perth had no objection to the word "occupier" being struck out of the clause. The hon. member had assumed that other members were against the amendment; but that was only because he talked so much, and would not give anyone a chance of speaking on the clause.

SIR J. G. LEE STEERE: The Committee should consider the inadvisableness of striking out the word "occupier." The arguments against it had been urged as if the Health Bill was to apply solely to municipalities, whereas there were far more boards of health outside of municipalities than in them. The boards in country districts had to deal, in many instances, with cases where persons resided on land which was leased or held from the Crown. That was especially so where there were timber stations; therefore, if the word "occupier" were struck out of the clause, all those persons would be practically left outside these provisions of the Bill, and the health boards in country districts would be powerless to compel them to keep their places in a proper sanitary condition.

MR. WILSON: Would not those persons be owners?

SIR J. G. LEE STEERE: A leaseholder was not an owner.

MR. VOSPER: While sympathising with the object of the member for the Murray (Mr. George), we had to consider the case of residential areas on goldfields, which would be affected by this Bill. Under the Gold Mines Bill, the occupiers of residence areas on goldfields might hold them in perpetuity and erect buildings on them, but such occupiers would still be holding Crown land. If the word "occupier" were struck out of the Bill, it would, as the member for Nelson (Sir J. G. Lee Steere) had pointed out, have the effect of preventing this clause from applying to persons who occupied dwellings on Crown lands or leased lands.

MR. GEORGE: Those persons would own the houses they occupied, and the clause did not say "land."

MR. VOSPER: By striking out the word "occupier" and not substituting something else, all persons outside of municipalities and occupying dwellings would be practically outside the scope of this clause; and that was not desirable.

MR. SOLOMON: Another matter must be considered before striking out the word "occupier." Suppose a person leased his property for a number of years, and the lessee made certain improvements upon it, including a large number of closets causing an accumulation of dirt, how would the owner be affected in such a case if the word "occupier" were struck out?

THE ATTORNEY GENERAL: He would be directly liable. It must be remembered that this Bill was framed to cover districts where perhaps there was no municipality at all. That was one of the main features of the Bill; and how could that class of property be dealt with if the word "occupier" were eliminated? In such districts the occupiers were in 19 cases out of 20 occupiers of Crown lands.

MR. GEORGE: They could be fined £5.

THE ATTORNEY GENERAL: The £5 was the maximum penalty—not exceeding £5 a day; but the fine might be only 1s. a day, and hon. members would see that if the word "occupier" were struck out—and he thanked the Speaker for having mentioned the subject in order to awaken members to a sense of their duty—it would render half of this Bill nugatory; and he asked the Committee to support him in retaining it.

MR. WILSON: The remarks of the Speaker had come in the nick of time. It had not occurred to him (Mr. Wilson) that the proviso might apply to houses on timber stations and any other outside districts. At the same time it was

apparent that there was "method in the madness" of the member for the Murray (Mr. George). It seemed terribly hard that a tenant of a city house should be called upon at a moment's notice to erect a closet for that dwelling, and in default to be liable to a penalty of £5 per day. The difficulty could be overcome were the Attorney General to agree to insert a clause giving the tenant recourse upon the owner for any expenditure incurred under this Bill. The tenant might be allowed to deduct the cost of erecting the closet from the rent.

THE ATTORNEY GENERAL said he would be glad to assist any member moving amendments, if he could see his way to do so; but the very illustration given by one hon. member (Mr. Solomon) showed the difficulty of the position. Leases were determined by the contracts entered into by the owner and the lessee. The two parties made their own contracts, which were called leases. If the Committee were to step in and say that notwithstanding these leases the duty of erecting these offices was to devolve on the owner of the property, and thus override the contract in the lease, it would be most unfair. It would not be right. Very likely the owner had been led to reduce his rent, because of certain improvements which the lessee had covenanted to effect. Yet now by legislation the Committee were asked to override all that, and place the burden on the owner. True, he might be told that a provision was not justified merely because it had been in existence a number of years; but it was well to remember that this same clause had been passed in the year 1886.

MR. GEORGE: The House then consisted entirely of property owners.

MR. WILSON: The force of the Attorney General's reply was not apparent. When property was leased, it was leased presumably in a sanitary condition, and the object of the Bill was to make owners and occupiers keep their buildings in a sanitary condition; and if the tenant were put to any expense by the clause, surely he ought to be able to recover from the owner. There could hardly be any lease in the country which did not imply that the property was in a habitable condition—at any rate that was implied by the drawing up of the lease. The clause should be made to protect the occupier as against the owner.

MR. GEORGE pointed out to the Attorney General that the object of the amendment was not to deal with leaseholders, but to conserve the interests of the occupants of small tenements. He did not care a button for leaseholders, who, like the owners, could look after themselves. If his amendment were carried, it would do more to abolish insanitary houses in Perth at the present day, than any other regulation that could be imagined. Property holders had been looking after themselves ever since Western Australia had had a Legislature, and that was why so many Acts of Parliament had now to be altered.

MR. QUINLAN: It would be unfortunate if the clause as printed were interfered with. There was no force in the argument of the member for the Murray, that his amendment was in the interests of what were termed "small people," for who would take a house without the necessary offices attached to it? And if such tenants were given notice, they would not dream of building out-offices on another man's property. They would simply leave. This same provision would be found in all Acts dealing with municipalities, and such bodies invariably had the right to come upon the owner. It was amusing to find the hon. member championing the cause of what he called "small people," when his amendment would be hurtful to those very people.

MR. GEORGE said he did not see how that could be.

MR. QUINLAN: Let the hon. member read the Bill, and see.

MR. GEORGE said he had read the Bill, and was quite convinced he was right.

MR. ILLINGWORTH: An important phase of the subject had been overlooked. Suppose a small tenant took a house at 7/6 or 10/6 a week, and something went wrong with the closet, and he received a notice that he must put it right. He would have to send word to the agent of the house, who perhaps would not attend to it before a week had passed by, and the tenant might then be fined 5s. per day, and would have to pay the money. Few of such tenants could afford to make the necessary repairs, but could only inform

the rent collector of the receipt of the notice; and the question was whether, if all these responsibilities were to be cast upon the occupier, the Committee were not about to inflict a great hardship on poor people. At the same time he agreed with the contention of the Speaker. One of the principal merits of this Bill lay in the fact that it reached the goldfields towns, and gave power to the councils to establish a sanitary control over places outside the municipalities; and the Speaker was quite right in saying that many of these places were upon Crown lands. Were we going to call upon the Crown to erect a closet in connection with every man's tent who happened to have camped or settled himself on a piece of Crown land for which he paid no rent whatever? In such places the owner could not be reached, and the law must reach the man in occupation. These clauses, if he understood them, referred more particularly to our difficulties on the goldfields than to towns. Still it was possible that injury might be done to small tenants, and he asked the Attorney General to consider whether he could not recast this clause on recommittal, so that in towns the onus could be put on the owner, while retaining control over the occupier of Crown land. It would be a great hardship to a poor man to be fined £5, and to have all his household goods sold for the purpose of paying such fine, because he failed to provide proper sanitary arrangements on his landlord's property. Such men should be protected, but we must not leave the door open for dwellers on Crown lands to contaminate a municipality without let or hindrance on the part of the council.

THE ATTORNEY GENERAL said he would endeavour, if possible, to give effect to the hon. member's suggestions on recommittal; but it would be hardly wise to eliminate the word "occupier." To do so would simply ruin the Bill.

MR. GEORGE expressed his pleasure at the announcement of the Attorney General, but before withdrawing his amendment asked the Chairman whether, in the case of the Attorney General failing to meet the wishes of members on recommittal, there would be a further opportunity to raise this discussion?

THE CHAIRMAN: Certainly.

MR. GEORGE: In that case he would withdraw the amendment.

Amendment, by leave, withdrawn.

THE ATTORNEY GENERAL moved that after the word "owner," in the last line, the words "his agent" be inserted.

Put and passed, and the clause as amended agreed to.

Clauses 180 and 181—agreed to.

Clause 182—Construction and maintenance of drains, cesspools, etc.; local board to ascertain if drains, etc., are nuisances:

THE ATTORNEY GENERAL moved, as an amendment, that the words "twenty-four hours," in line 13, be struck out, and the words "the time named in such" inserted in lieu thereof.

Put and passed, and the clause as amended agreed to.

Clause 183—Cesspools below ground to be abolished:

THE ATTORNEY GENERAL moved, as an amendment, that the following words be added to the clause: "or in default be liable to a penalty not exceeding fifty pounds, to be recovered before justices in a summary manner, and a further penalty of five pounds for each day such default shall continue."

MR. ILLINGWORTH: Would this apply to the goldfields? If so, it was manifestly absurd, because a good many of such cesspools were in old mining shafts, perhaps 40 or 50 feet deep.

THE ATTORNEY GENERAL: The owner of the land was responsible for filling them up.

MR. ILLINGWORTH: Even so, the provision was absurd in the case of shafts.

THE ATTORNEY GENERAL: If the occupant were the owner the clause would apply to him, but it would not apply to a lessee.

MR. ILLINGWORTH: But there were numerous owners of that kind on the goldfields.

THE ATTORNEY GENERAL: The object of the clause was to close all such cesspools now in existence, and it was of general application all over the goldfields.

MR. ILLINGWORTH: If that were so the hon. gentleman would hear more about it.

Put and passed, and the clause as amended agreed to.

Clause 184—New cesspools for night-soil forbidden:

THE ATTORNEY GENERAL moved, as amendments, that the words "such part of the," in line 3, be struck out, and "any" inserted in lieu thereof; also that the following words after "municipality" be struck out: "as shall be defined by by-law of Central Board."

Amendments put and passed, and the clause as amended agreed to.

Clause 185—agreed to.

Clause 186—Prohibition of keeping swine or unchained dogs about abattoirs, etc.:

MR. HOLMES moved, as an amendment, that the words "or any dog, unless constantly chained when not used for yarding purposes," in lines 4 and 5, be struck out.

THE ATTORNEY GENERAL: These provisions were taken for the first time from the Victorian Health Act, 1890.

MR. HOLMES: They would be all right in the city of Melbourne, but there was no necessity for them here?

THE ATTORNEY GENERAL: If the provisions were all right there, why should they not be so here?

MR. HOLMES: Were they all right there?

MR. ILLINGWORTH: A dog's teeth were sometimes very poisonous, and for the safety of the public the words ought to be retained.

MR. HOLMES: If a dog were chained up for five or six days and then let loose, the chances were the very first thing he would go for would be the meat.

Amendment put and passed.

MR. HOLMES moved, as a further amendment, that the words "blood, offal," in line 6, be struck out. There was no reason why a pig should not consume blood. The blood would indeed become a nuisance unless consumed. If it was fit for human consumption—and it was, as a matter of fact, consumed by people in Perth every day of the week—there was no reason why pigs should not be allowed to consume it.

MR. ILLINGWORTH: If there was anything which would prevent him from eating pork, it was what he saw during a visit to a slaughter-house in the vicinity, where he witnessed what pigs were eating. We were dealing with a suggestion that blood and offal should be manufactured into pork. From a butcher's standpoint it might be a desirable thing, but from a health point of view it would be most undesirable. If it was possible to convey disease to the human system by means of food, through the living system of an animal being impregnated with such disease, this would be a most effective way of doing it. If we allowed this amendment to be carried, we might just as well throw up the Bill.

THE PREMIER: This Bill was wanted badly.

Amendment put, and division taken with the following result:—

Ayes	10
Noes	12
Majority against... ...	2

Ayes.	*Noes.*
Mr. Connor	Mr. George
Mr. Doherty	Mr. Illingworth
Sir John Forrest	Mr. Leake
Mr. Hall	Mr. Lefroy
Mr. Higham	Mr. Mitchell
Mr. Holmes	Mr. Pennefather
Mr. Locke	Mr. Piesse
Mr. Quinlan	Mr. Solomon
Hon. H. W. Venn	Sir J. G. Lee Steere
Mr. A. Forrest (Teller)	Mr. Vosper
	Mr. Wilson
	Mr. Wood (Teller)

Amendment thus negatived, and the clause as previously amended agreed to.

Clause 187—Paving and draining of abattoirs, stables, etc.:

MR. HOLMES moved, as an amendment, that the word "cow-yards," in line 3, be struck out. He did not think there was any necessity for a cow-yard to be flagged with bricks, stone, cement or asphalt.

Put and passed.

MR. HOLMES moved, as a further amendment, that the word "yards," in line 3, be struck out.

Put and passed.

MR. HOLMES moved, as a further amendment, that the words "or enclosures," in line 4, be struck out. It was evident that the man who drafted the clause did not understand anything about it.

THE ATTORNEY GENERAL: This was taken from the Victorian Act.

MR. HOLMES: The proposal, if carried, would compel one to asphalt acres and acres of country surrounding a slaughter-house.

Put and passed.

MR. HOLMES moved, as a further amendment, that the words "or drafted," in line 6, be struck out. If half a dozen men tried to drive three or four hundred bullocks in an asphalted yard they would come to grief

Put and passed.

MR. ILLINGWORTH moved, as a further amendment, that after the word "paved," in line 7, the words "wood-blocked, floored," be inserted.

THE ATTORNEY GENERAL: The object aimed at by the clause was evidently the prohibition of any flooring that was of an absorbent nature. To his mind, wood would be very absorbent.

MR. VOSPER: Bricks were absorbent.

THE ATTORNEY GENERAL: Everything was absorbent to a degree, but wood was more absorbent than bricks.

MR. VOSPER: Lots of bricks were more absorbent than some of the hardwoods.

MR. LOCKE: Jarrah was quite as good as any ordinary brickwork for stable flooring. He had done a good deal of stabling and that sort of thing, and believed that nearly all the stabling in Perth was made with flooring wood. So far as his experience went, wood was cleaner and better than either brick or stone.

Put and passed.

MR. HOLMES moved, as an amendment in the last line of the second paragraph, that the words "cow yard" be struck out; also, in the third line, that the word "yard" be struck out.

Put and passed.

MR. ILLINGWORTH moved, as a further amendment, that in the fourth line of the second paragraph the words "wood blocked" be inserted before "paved."

Put and passed.

THE ATTORNEY GENERAL moved, as further amendments in the same paragraph, in line 7, that the words "owner or" be inserted after "the;" also, in the third paragraph, that the words "owner or" be inserted after "such," in line 1; also, in line 3, the words "municipal council" be struck out and "local board" inserted in lieu thereof.

Amendments put and passed, and the clause as amended agreed to.

Clauses 188 and 189—agreed to.

On the motion of the ATTORNEY GENERAL, progress was reported and leave given to sit again.

POLICE ACT AMENDMENT BILL.

Received from the Legislative Council, and, on the motion of MR. LEAKE, read a first time.

AGRICULTURAL BANK ACT AMENDMENT BILL.

DISCHARGE OF ORDER.

THE PREMIER (Right Hon. Sir J. Forrest) moved that the order of the day, for resuming the debate on the motion for second reading, be discharged. He said the funds at the disposal of the Agricultural Bank would be sufficient for the present financial year; and, on further consideration, he did not propose to proceed further with the Bill

Question put and passed, and the order discharged.

ADJOURNMENT.

The House adjourned at 10.30 p.m. until the next day.