

part of the Government, now to try and shelve this bill.

MR. MARMION said he was inclined to agree with the Attorney General that there was no necessity to proceed with the discussion of the bill at that late hour. Those hon. members who intended taking their departure had already done so, or would do so in the morning; and it would be impossible to get through the bill in committee that evening.

MR. VENN hoped they would go on with the bill, but he saw no reason for pushing it through with any undue haste or hurry. They had heard why it had been brought in at a late period of the session—owing to pressure of other work—and it did not contain many new clauses. They had been trying for years to get rid of scab, but without avail, though it was clearly a disease that was capable of being eradicated.

The amendment—That the House go into committee on the bill that day six months—was then put, and, upon a division, the numbers were:

Ayes	...	...	6
Noes	...	...	10

Majority against	...	4
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AYES.	NOES.
Hon. M. Fraser	Mr. Brockman
Hon. A. P. Hensman	Mr. Brown
Hon. J. A. Wright	Sir T. C. Campbell
Mr. Burges	Mr. Harper
Mr. Layman	Mr. Loton
Mr. Randell (Teller.)	Mr. Marmion
	Mr. McRae
	Mr. Shenton
	Mr. Venn
	Mr. Burt (Teller.)

The amendment was therefore negatived, and the House agreed to go into committee upon the bill next day.

The House adjourned at a quarter to one o'clock, a.m.

## LEGISLATIVE COUNCIL,

*Tuesday, 22nd September, 1885.*

Revised Loan Estimates, 1885: further considered in committee—Loan Estimates, 1886: in committee—Estimates, 1886: reported—Appropriation Bill, 1886: first reading—Scab Bill, 1885: in committee—Customs Ordinance, 1860, Amendment Bill: third reading—Loan Act, 1884, Amendment (Reappropriation) Bill: third reading—Adjournment.

THE SPEAKER took the Chair at noon.

PRAYERS.

### REVISED LOAN ESTIMATES, 1885.

The House went into committee for the further consideration of these Estimates.

*Eastern Railway*, Item £20,678 7s. 9d. read:

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright), replying to Mr. Shenton, with regard to the item "Buildings, £2,550," said that a portion of this was for the station at Guildford.

MR. SHENTON asked how the station at Guildford came to be charged to the Third Section of the line.

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright) said that, so far as he could make out, it was because no loan had been sufficient to carry out the work for which it was intended, and the result was that money raised for one section had to be used for another section.

MR. SHENTON said it was amounts like these that reduced the amount available for the branch lines, and the line to Beverley. This expenditure for the Guildford station never came before the Audit Committee. If the Government were simply on their own authority going to divert loan moneys as they pleased, he saw no use in submitting these estimates to the House.

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright) said the total amount of the loan had not been exceeded.

MR. SHENTON said that did not matter; it was unauthorised expenditure. The money was borrowed and voted for the Third Section, and Guildford was certainly not included in the Third Section. The Governor was only empowered to authorise expenditure (that had not been sanctioned by the Legislature) when the Committee of Advice refused to do so,

and then His Excellency had to make a full statement of the circumstances to the House.

**THE COLONIAL SECRETARY** (Hon. M. Fraser) said he could only explain the matter in this way—that the form in which the requisition for this money had been made did not disclose the fact that the money had to be taken from any other vote, otherwise he certainly should have called the attention of the Finance Committee to it. It must have been some departmental arrangement.

**MR. BROWN** said there was nothing to show that the money had been actually expended; it appeared that they were now asked to sanction the expenditure. The Government did quite right in coming to that House—which, in money matters, was the chief authority, being above the Finance Committee in matters of expenditure—the Government acted quite properly in coming to that House for permission to reappropriate this money. No doubt some little irregularities had occasionally cropped up in connection with the expenditure of loan moneys—money appropriated for one particular section having been applied to carry out works on another section; but he did not see that it made much difference himself, for, so far as this Eastern Railway was concerned, they had always looked upon it as one work, and he thought that was the most convenient way to look at the expenditure in connection with it.

**THE COLONIAL SECRETARY** (Hon. M. Fraser) said there could have been no irregularities as to the votes. The accounts were certified by the head of the department, showing the source from which the money was to come, and the balance on hand. These accounts were subject to the scrutiny of the Treasury Department, and they came to him initialled by the Treasury as correct. If an attempt was made to charge any item upon a vote that had been exhausted, the matter was represented to him by the Treasury, and he at once consulted the Governor on the subject, and His Excellency would recommend him to consult the Finance Committee. But there could have been no such irregularity in this case, otherwise the matter would certainly have been brought before the Finance Committee.

**MR. SHENTON**: Then how came

money belonging to the first section of the line to be charged to the third section? Most of this money must already have been spent, for the Guildford station is nearly finished. I quite believe the Colonial Secretary would not have sanctioned a diversion of the money from its proper channel, but somebody must have done so.

**MR. LOTON** said if it was competent for the Government to divert moneys from one section of a railway to another section without the authority of the Legislature or of the Finance Committee—[**THE COLONIAL SECRETARY**: It is not so]—if the Government could do this, he would like to point out that the House and the country were in this position: certain sums of money had been voted for the extension of the line from York to Beverley, for a branch line from Spencer's Brook to Northam, and another branch line from the Clackline to Newcastle, but that was no reason at all why any of these lines should be completed, because the Engineer-in-Chief or the Government might say that this money was wanted to complete some other section. It appeared to him, under these circumstances, that it was simply absurd for that House to vote money for any particular sections, if it was competent for the Government to divert this money afterwards to any other section they might think proper. It was simply crippling the further extension of the railway, and doing so without any legislative authority. He thought, himself, it was very desirable that the whole line should be treated as one; but should it be found absolutely necessary to divert money voted specially for any particular section and spend it on another section, there ought to be a reappropriation of that money.

**THE COLONIAL SECRETARY** (Hon. M. Fraser): Perfectly right.

**THE ENGINEER-IN-CHIEF** (Hon. J. A. Wright) said the money was raised "for the further extension and completion of the railway to York," and he should say that the railway would be very far from completion to York without a station at Guildford.

**MR. MARMION** said he was inclined to agree with the hon. member Mr. Loton. Under the present system of working these loan accounts it was

utterly impossible to say what each section of the line cost. Of course the present Commissioner was not responsible for this diversion as regards the Guildford station, nor was it intended to cast any reflections whatever upon that officer; but he thought it must be acknowledged that there had been a mistake made by the department. It was only playing with words to talk about the "completion of the line to York" meaning its completion from Guildford: the money was voted for the extension and completion of the line from Chidlow's Well to York. He thought they ought to be able to say at any time what the cost of each particular section of railway had been, and that there should be no reappropriation without legislative authority. They might have a Commissioner who considered it necessary to have tanks here, or sidings there, and stations somewhere else—none of which had been provided for—and by-and-bye they might find themselves thousands of pounds short to carry on the work for which the money had been voted.

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright) said there was one thing that had never been taken note of by that House in connection with railway expenditure, and that was this: as each additional section was opened it necessitated additional accommodation right along the whole line. A hundred miles of railway could not be worked with the same rolling stock and the same amount of wear and tear as twenty miles. The longer the line the greater the accommodation necessary to meet the increased traffic. It would be much better, in his opinion, that the whole line should be treated as one; but he should be happy to prepare, during the recess, a return showing how much each section had cost up to date, and they might afterwards deal with the whole line as one work.

MR. PARKER said he concurred as to the desirability of treating the whole line as one, but there could be no doubt there had been an unlawful diversion here. He did not think, even if the matter had been referred to the Finance Committee, that body would ever have sanctioned it, for that committee was not supposed to override the appropriations of the Legislature.

MR. BROWN said he felt sure in his

own mind that some steps had been taken to get an authority from that House for the construction of this station at Guildford. He fancied there was a select committee last session, or else a commission; he knew he himself had had something to do with sanctioning the expenditure.

THE COLONIAL SECRETARY (Hon. M. Fraser) said the hon. member was quite right. If hon. members would refer to *Hansard* they would see that a sum of £1,200 was added to the Revised Loan Estimates, for 1884, for this very purpose.

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright): Then we have had all this discussion for nothing.

MR. MARMION did not think so. He thought the discussion might do a great deal of good.

MR. BROWN thought it would be advisable in future that these Loan Estimates should furnish a little more detailed information. For instance, there was this item, "Erecting buildings"—nobody knew what the buildings were, except the department that framed the Estimates.

THE ENGINEER-IN-CHIEF (Hon. J. A. Wright) said he had no objection to that being done, but he thought it would be altogether wrong that his hands should be tied to the exact amount set down for each particular building, for, after all, an estimate was only an estimate.

MR. BROWN: I am quite with you there.

The item was then put and passed.

*Northern Telegraph Line*, Item £12,315 2s. 5d.:

Agreed to, without comment.

*Jetty Accommodation, Fremantle*, Item £721 3s. 10d.:

MR. MARMION, referring to the item "Mooring, £418 18s. 2d.," expressed a hope that no further delay would be allowed to take place in connection with the expenditure of this money. It would result in a large amount of saving, so far as jetty expenditure was concerned. Many hundreds of pounds had been expended in repairs to jetties, owing to vessels crushing against them, in the absence of moorings. Perhaps the Director of Public Works, before fixing the position of these moorings, would

consult some of the nautical people at Fremantle.

THE DIRECTOR OF PUBLIC WORKS (Hon. J. A. Wright) said he should be glad to do so.

The item was then agreed to.

The following items were adopted *sub silentio*:

*New Public Offices, Perth*, Item £659 12s. 3d.

*Extension Bunbury Jetty*, Item £500.

*Jetty Improvements, Albany*, Item £78 4s.

*Court House, Fremantle*, Item £11 3s.

*Roads*, Item £259 14s.

*Harbor Works and Jetties*, Item £19, 17s.

*Railways and Tramways*, Item £157, 000.

*Telegraphs*, Item £22,150.

*Works and Buildings*, Item £9,050.

*Miscellaneous*, Item £21,157 4s.

The Revised Loan Estimates for 1885 were then ordered to be reported.

#### LOAN ESTIMATES, 1886.

These Estimates were considered in committee.

*Harbor Works and Jetties*, Item £38,325 read:

MR. MARMION said he understood that only £30,000 was likely to be required in connection with harbor works at Fremantle next year, and that they had already agreed to that.

THE DIRECTOR OF PUBLIC WORKS (Hon. J. A. Wright) said that a portion of that had already been spent, or would be required this year, to pay Sir John Coode's expenses and the necessary surveys.

The item was then put and passed.

*Railways and Tramways*, Item £115,000:

Agreed to, without discussion.

*Telegraphs*, Item £26,000:

MR. SHENTON asked the Director of Public Works what course was proposed to be followed as to the letting of these works by contract. He knew that the last time tenders were invited there was not sufficient time allowed for contractors in England to compete, and he thought it would be as well if English contractors had an opportunity of tendering for these works.

THE DIRECTOR OF PUBLIC WORKS (Hon. J. A. Wright) said his intention was to have the whole of these

works thoroughly well advertised, not only in this colony and the other colonies, but also in England. Probably a great deal of the money voted for 1885 would not be expended this year, and he had not counted upon that in these Estimates; but, in the event of any lapsed vote, he presumed that any of it could afterwards be used with the permission of the Finance Committee, otherwise the progress of the works might be seriously impeded.

The item was then put and passed.

*Works and Buildings*, Item £12,250:

Agreed to, without comment.

*Miscellaneous*, Item £15,657 4s.:

Agreed to, without comment.

Estimates (Loan) to be reported.

#### ESTIMATES, 1886.

THE CHAIRMAN OF COMMITTEES reported to the House that the committee had considered the Estimates for 1886, and had passed a resolution granting the sum of £277,107 11s. 5d. for the services of the year 1886.

The report was adopted.

#### APPROPRIATION BILL, 1886.

THE COLONIAL SECRETARY (Hon. M. Fraser), with leave, without notice, moved the first reading of a bill to appropriate the sum of £277,107 11s. 5d. out of the general revenue of the colony for such services as shall come in course of payment during the year 1886.

Motion agreed to.

Bill read a first time.

#### SCAB BILL, 1885.

The House went into committee for the consideration of this bill in detail.

Clause 1—(repealing the present Scab Act); clause 2 (short title); clause 3 (interpretation); clause 4 (boundaries of scab districts and appointment of inspectors):

These clauses, which simply repeal or re-enact the corresponding clauses in the existing Act, were agreed to, *sub silentio*.

Clause 5—Empowering inspectors to enter upon runs and to require sheep-owners to muster all their sheep in some convenient place for examination. If upon such examination such sheep shall be found infected, the inspector, if not satisfied that the whole of the sheep on

the run have been mustered, may—after having allowed the owner reasonable time to complete the mustering—himself proceed, with assistance, to make a thorough examination of the run, and to destroy all sheep which he may find, without compensation to the owner. The expenses of this examination to be charged to the owner, whether any sheep be found or not:

MR. BURT said this clause embodied one of the recommendations of the select committee who had been appointed to inquire into the working of the Scab Act. It enlarged the powers of inspectors, and by this and other means it was reasonably hoped that in a few months the colony may get rid of the disease.

MR. VENN said it appeared to him that this clause empowered an inspector to enter upon a man's run when he pleased, and muster all his sheep, no matter how inconvenient it might be for the owner, who would be entirely at the mercy of the inspector. The owner might know very well that his sheep were clean, but he was bound to muster them; and, it appeared from the wording of the clause, no matter whether the sheep were clean or not, the inspector, if he liked, might put the owner to considerable expense and harass him very much indeed, if he was so minded.

MR. BROWN said that for all practical purposes the clause applied to sheep in paddocks and to scabby sheep,—not to sheep that were not infected. An inspector could not employ any assistance or incur any expense until after he had given the owner reasonable time for mustering any straggling sheep himself. It was absolutely necessary that some such power should be given to inspectors. There were some paddocks—in the Champion Bay district, for instance—so thick with underwood that it was almost impossible for a man to ride through them; and it was a very expensive and difficult matter for the owner to muster every sheep on such land. The result was, that many a straggler was never mustered, and these runs became a hot-bed of disease. It was now proposed, in the event of an inspector not being satisfied in his own mind that every sheep on the run had been mustered, that he should be empowered (after first giving the owner reasonable time to do so him-

self) to make a thorough examination of the whole run, and, in the event of his finding any straggling sheep, or sign of scab on the run, to destroy the sheep or have the run burnt.

MR. LOTON said the clause went further than that. It provided that the expense of this examination shall fall upon the owner, whether any stray sheep were discovered or not,—which he certainly considered unfair. He thought some protection should be given to the owner, and that if the inspector did not find any more sheep than had been mustered, the owner should not be mulcted in the expense of the search. He felt inclined to move an amendment to that effect.

MR. MARMION said although the clause might be intended—and he should imagine must be intended—to apply to paddocks only, still it did not say so; and, according to the wording of the clause, it applied to any and every run in the colony. Now a "run," according to the interpretation clause (in the absence of a quarantine boundary), included the whole area of the land held by a man in one block, or in several contiguous blocks. An owner in this way might have a run of hundreds of thousands of acres—perhaps a hundred square miles—upon which he might have half a dozen different flocks, one of which might be infected and all the rest clean. But, according to this clause, an inspector would be empowered to compel the owner to muster all these sheep "in some convenient place,"—which would be a monstrous thing to require, as some of the flocks might be fifty miles away, and perfectly clean. Yet if the owner did not muster them, and if the inspector was not satisfied that every single sheep on the run was present, it would be competent for him to have the whole country scoured, and, whether he found any sheep or not, charge the owner with the expense. Unless the clause was clearly made to apply to sheep in paddocks, he should be certainly inclined to divide the committee upon it.

MR. VENN: An inspector may come to me, at the most busy and critical time of the year, and tell me he thinks there is scab on my run. I am certain in my own mind there is no such thing, but, according to this clause, if the inspector

is a determined fellow or wishes to harass me, he can compel me to muster all my sheep, and, if he likes to fancy that they are not all mustered, he can put me to no end of trouble and expense—he would not care how much, as he would not have to pay—and, whether he found a stray sheep or not, I should simply have to grin and bear it. I think that is going rather too far.

MR. BROWN said such was the law at present, with the exception of the question of expense. The Act would never be of any practical use in the eradication of scab unless very large powers indeed were placed in the hands of the inspectors. Similar powers were entrusted to sheep inspectors in the other colonies. It was not likely that any inspector would wantonly abuse his powers, for the purpose of harassing a sheepowner and putting him to unnecessary expense. Did the hon. member for Fremantle think for a moment that any inspector would act so unreasonably as to compel an owner to muster, in one spot, every flock of sheep he had, scattered over an area of a hundred square miles; or, if he did act so unreasonably, that, upon proper representations being made, he would not be instantly dismissed? The 7th clause provided that any inspector who wilfully abused his powers shall be deemed guilty of an offence, and could be proceeded against.

THE ATTORNEY GENERAL (Hon. A. P. Hensman) said it might not be a case of wilful abuse of power, or a wilful mistake; but people often made grievous mistakes in the interpretation of Acts of Parliament, and he thought, in order to meet the difficulty referred to by the hon. member for Fremantle, the insertion of the words in some convenient place or "places" would be an improvement. [This was done.] It had been said that it would be a great hardship if an owner were to be put to all this expense if his sheep were clean; but he would point out that the clause only referred to infected sheep. Unless, upon an inspection of the sheep when they were first mustered, scab was discovered among them, the inspector had no power to order a further examination, or to put the owner to any expense. But he was not sure whether the clause did not defeat itself in this respect; the expense of the search

was to be paid by the owner of the sheep found straggling, but if no sheep could be found straggling there could be no owner. No sheep, no owner,—who then was to pay?

MR. BURT was afraid the hon. and learned gentleman did not quite understand the object of this clause. As to the clause proving inconvenient to sheep-owners, every Scab Act must necessarily prove inconvenient to flockowners; but the inconvenience was worth putting up with, if they could succeed in eradicating the disease. If the inspector had to bear the expense of the examination himself, or if it fell upon the Government, the probability was that he would hesitate before he incurred any expense; and the evil now proposed to be remedied would remain unabated, and scab would continue as rife as ever. It was in these thick paddocks that the infection was kept alive, and caused to spread all over the colony. The owner of the run had the remedy in his own hands: let him clear his paddock, so that an inspector might see at a glance whether all the sheep were mustered or not, without incurring the expense of a search on his own account.

MR. HARPER said this clause was regarded by the inspectors themselves as one of considerable importance. The natural habit of sheep which had been for some time in paddocks was to segregate themselves into ones and twos and threes, and these stragglers would not join the other sheep when mustered for dipping; and it was these very stragglers which propagated the disease. If some effectual means had been provided for getting at these stray sheep, so as to have them destroyed, we should have got rid of scab long ago. As the eradication of this disease was a question affecting not only the owner of the sheep but the whole country, and as it was imperative that somebody should bear the expense, who had a greater right to bear it than the person who was responsible? They must presume that inspectors were reasonable men, otherwise they would be in a position to ruin every sheepowner in the district; and, unless they gave them this power of searching for stray sheep and of destroying them, the Act might as well remain as it is.

MR. BROWN thought the objection to this clause might be got over by the in-

section of the word "infected" before the word "sheep" wherever it appeared in the clause,—unless the context indicated otherwise. This would make the meaning of the clause plainer, and also protect the owner whose sheep were found to be clean.

This amendment was adopted, and treated as a clerical error.

MR. LOTON said that would not remove the objection which he had to the clause. What he objected to was, for an owner to be saddled with the expense incurred by an inspector in searching for sheep—a search undertaken of his own accord entirely—when, after all, no stray sheep were discovered. It was all very well to say that inspectors were supposed to be reasonable men, but it was notorious that inspectors and sheepowners were not always on the best of terms.

MR. BURT said he should have imagined that every owner of sheep would be only too glad to pay the expense of hunting up these stragglers and destroying them, thus getting rid of the most dangerous source of mischief on their runs.

MR. RANDELL: If so, why should he not undertake the expense himself, rather than pay an inspector for doing it?

MR. BURT said that was just what some sheepowners would not do, and these were just the men they wanted to get at. Sooner than voluntarily incur the expense of hunting up all stray sheep, they would sooner deceive the inspector; and, unless the inspector had power to institute a thorough search himself, the evil would always remain.

MR. LOTON moved an amendment—that the words "whether or not," in the 16th line of the clause be struck out, and the words "provided that" be inserted in lieu thereof; thus providing that if an inspector did not discover any stray sheep the owner should not be saddled with the expense of the search.

MR. BROWN said if that were carried it would be necessary to provide out of public funds for defraying the expense of the examination. For his own part he felt quite sure that sheepowners generally would only be too happy to coöperate in any effort made to rid the country of this disease. The expense after all would not be great, and it would be far better to bear a little expense and get rid of the

infection once for all, than to go on as we had been going on for years past.

The amendment submitted by Mr. LOTON was then put, and a division being called for, the numbers were—

Ayes ... .. 6

Noes ... .. 9

Majority against ... 3

AYES.	NOES.
Hon. M. Fraser	Mr. Brockman
Hon. A. P. Hensman	Mr. Brown
Hon. J. A. Wright	Mr. Harper
Mr. Randall	Mr. Layman
Mr. Venn	Mr. Marnion
Mr. Loton (Teller).	Mr. McRae
	Mr. Parker
	Mr. Pearce
	Mr. Burt (Teller).

The amendment was therefore negatived, and the clause as previously amended was agreed to.

Clauses 6, 7, and 8—re-enacting the provisions of the existing Act—were agreed to.

Clause 9—Notice of infection to be given to Inspector and Resident Magistrate within ten days:

MR. BURT said this clause altered the present law to some extent. It required an owner, when giving notice of an outbreak of scab among his sheep to state the time and place where he proposed to dip the sheep, so that an inspector might be able to attend for the purpose of supervising the dipping,—a principle which, he might say, ran through the whole bill. The clause assumed that every sheepowner ought to be aware of the outbreak of scab among his sheep, and it therefore required him within ten days to give notice of such infection. The time within which he would be compelled to dip was reduced to a period of not less than thirty days before the expiration of his license.

The clause was agreed to, without opposition:

Clause 10—Duration of compulsory licenses:

This clause, which re-enacted the corresponding clause in the present Act, was adopted, *sub silentio*.

Clause 11—"Every owner of sheep, in respect of which a compulsory license shall have been issued under the ninth section of this Act, shall cause the said sheep to be dipped in some liquid wash deemed sufficient, in the opinion of the inspector, for the eradication of scab,

"and as often and at such time or times as the inspector shall require and direct; and in no case shall an inspector declare any such sheep to be clean, within the meaning of this Act, until he shall have been satisfied that such sheep have been well and sufficiently dipped as aforesaid. And it shall be the duty of an inspector to personally superintend the dipping of all infected sheep."

MR. BURT said this clause carried out another of the select committee's recommendations. It provided that not only shall the dipping of all infected sheep be conducted under the personal supervision of an inspector, but also that the inspector shall determine what liquid wash shall be used for the purpose of dipping. The committee were unanimously of opinion that the disease was not likely to be eradicated so long as sheepowners were left at liberty to dip their sheep without supervision.

MR. RANDELL asked whether the committee had satisfied themselves that the provisions of this clause could be carried out, with the present number of inspectors?

MR. BROWN pointed out that according to the interpretation clause, an inspector was made to mean any assistant inspector appointed under the Act.

THE ATTORNEY GENERAL (Hon. A. P. Hensman) suggested the introduction of the words "if practicable," or "if possible," after the word "inspector" in the last line but two. It might not always be convenient or practicable for an inspector to personally superintend every dipping.

MR. BURT said he was not prepared himself to undertake the responsibility of the proposed modification of the clause, which would simply open the door for an evasion of its provisions.

The clause was then agreed to.

Clauses 12, 13, and 14 (which in no way alter the existing law) were adopted.

Clause 15—License may be declared void by the inspector, if the necessary measures for cleaning the sheep be not taken to his satisfaction:

MR. BURT moved an amendment in this clause, to strike out the words "either to order such declaration of avoidance to be annulled or," in the 16th and 17th lines. This would leave the inspectors

no choice, and would give them absolute power, in the event of an owner not taking satisfactory measures for cleaning his sheep within thirty days of the expiration of his license, to enter upon the man's run and take the necessary measures himself. The clause, as it originally stood, gave an owner the right of applying to the Justices to annul the declaration of avoidance; but this was now struck out, it being considered undesirable to give Justices power to fly over the heads of the inspectors in such matters.

The clause, as amended, was agreed to.

Clauses 16, 17, 18, 19, and 20 introduced no fresh legislation, and were adopted without discussion.

Clause 21—Inspector may prohibit the keeping of sheep on a particular run, if, in his opinion, sheep cannot be kept upon it without danger of their becoming infected:

MR. BURT said this was another clause embodying a recommendation of the select committee. The object of the clause was this: in cases where, owing to the size of paddocks or the density of underwood or scrub, it was not easy to muster sheep, the inspector, if he thought necessary, might prohibit the depasturing of any sheep upon such run until it had been burnt, or the inspector was satisfied that it was clean, or that it was so fenced as to be sheep-proof. This was undoubtedly a very important clause, and gave inspectors very large powers: but, in the event of any arbitrary exercise of such powers, the next clause gave the owner the right of appeal to the Governor-in-Council, praying for a removal of the prohibition.

The clause was agreed to, without discussion.

Clauses 22, 23, 24, 25, and 26, being the same as at present in force, were adopted.

Clause 27—Persons driving sheep to give notice to occupiers of runs, or to obtain a permit:

MR. BURT said there was a little alteration in this clause from the clause in the existing Act. It provided that the permission to travel sheep shall only apply to the particular flock mentioned in such permit, and to one flock only, thus necessitating a fresh permit for each separate flock travelling. These permits



would become void unless the sheep in respect of which they were granted began to travel within 21 days. Where a permit had not been obtained, twelve hours' notice to the owner of the run over which it was proposed to travel the sheep would answer the same purpose.

The clause was agreed to.

Clause 28.—“Every owner may examine any travelling sheep which may be driven through, over, or be found upon, any part of the lands occupied by him; and if such sheep shall upon examination be found in his opinion to be infected, then such owner may detain and keep possession of such sheep until their examination by an inspector; and the owner or person in charge of such sheep shall forthwith give notice of such detention to an inspector, who is hereby required to repair without delay to the place where such sheep are detained, and to examine the same and ascertain whether or not such sheep are infected; and if upon such examination the said sheep shall be found by the inspector to be infected, then such inspector shall destroy all such sheep, and the expenses of and incident to the destroying of the same shall be paid to such inspector out of the public revenue of the colony, and the owner of such sheep so destroyed shall be entitled to claim, and there shall be paid to him out of the public revenue of the colony, the sum of five shillings for every sheep so destroyed. Provided that if upon examination by the inspector the sheep detained shall be found not to be infected, then the owner or person detaining the same shall be deemed guilty of an offence. And provided, also, that in case the person in charge of or driving sheep through, over, or found upon any part of the lands lawfully occupied by any other person, shall refuse to permit such sheep to be examined or detained in manner aforesaid, or shall not, if required, assist such inspector in destroying such sheep, the owner of such sheep shall be deemed guilty of an offence. Provided further that, with the consent of the owner of any infected run, any infected sheep may travel over the same. Any sheep not being infected sheep driven from one run to any other run of the same owner, not being more than twenty

miles, shall not be deemed travelling “sheep within this Act.”

Mr. BURT said this was probably the most sweeping clause in the whole bill. One of the main objects of the bill was to prevent the introduction and spread of scab among the flocks in the Northern districts of the colony, and the committee had been anxious to provide for the compulsory dipping of all sheep travelling northwards of the Champion Bay district, before they could be allowed to continue their journey. But there were so many difficulties in the way of carrying that out, that the committee had to abandon the idea; and it was now proposed, instead of a compulsory dipping in every case, that, in the event of infection being discovered among any travelling sheep, such sheep should be destroyed, and the owner recouped out of public funds. As the owner of these sheep would be damaged in such case in the interests of the public, it was felt that it would only be fair that the public should bear the expense. Since this clause had been framed, however, it had been pointed out to him that it was an extremely severe one, and he proposed to moderate its severity to a certain extent. He proposed to provide that an inspector may not destroy the sheep, of his own mere motion, but only at the request of the occupier of the land upon which the sheep may be at the time. This would leave the question of destroying the sheep optional with the occupier of the land on whose run they happened to be when the infection broke out, or was discovered, instead of making it obligatory upon the inspector to destroy the sheep in all cases. The amendment he had to propose was that the word “shall”, in the 20th line, be struck out, and the following words inserted in lieu thereof—“may, at the request of the occupier of the lands upon which such sheep may be.”

Mr. BROWN said, though he preferred the clause as originally framed, he did not propose to offer any opposition to the proposed amendment. It might happen that the occupier of the land which the sheep were on might not care to request the inspector to destroy them: he might only be a cattle owner himself, and it would not matter to him whether the sheep were destroyed or not, but it

would be a very serious thing for his neighbors, who might be sheepowners.

MR. BURT said he had introduced the amendment in order to meet the objections which he had heard raised as to the stringency of the clause as it stood, and to render it more generally acceptable.

MR. LAYMAN moved that the whole clause be struck out. He failed to see why the Government should be called upon to pay 5s. a head to sheepowners for every scabby sheep destroyed.

The motion to strike out the clause was negatived, and the amendment submitted by Mr. Burt was adopted.

THE COLONIAL SECRETARY (Hon. M. Fraser) asked whether hon. members had considered where the money was to come from to compensate the owners of these sheep? Had any estimate been framed of the probable amount that would be required to meet these claims? Would it be hundreds of pounds or thousands of pounds annually? He presumed those hon. members who were responsible for the bill had given this question their consideration.

MR. HARPER did not think the amount required for compensation under this clause would be likely to be more than £50,—probably nothing like that amount.

MR. BROWN said certainly it was not likely to be thousands nor yet hundreds of pounds. There was another objection to the proposed modification of the clause: what was to become of the infected sheep, in the event of the occupier of the land not requesting the inspector to destroy them?

MR. HARPER: Quarantine them.

MR. BROWN doubted whether an inspector would have the right to quarantine sheep on another person's land.

The clause as amended was agreed to.

Clauses 29 to 32, being the same as in the existing Act, were adopted *sub silentio*.

Clause 33.—“Whosoever shall cast or wash, or cause to be cast into or washed, in any stream or waterhole or well, any infected sheep, or the carcass or portion of the carcass of any infected sheep, shall incur for every such infected sheep or carcass or portion of the carcass a penalty of Ten pounds:”

MR. BURT thought it would be better if the amount of the penalty were left to the discretion of the magistrate, rather

than it should be fixed at £10 in every case. There might be mitigating circumstances, which would make the penalty disproportionately severe, if no discretionary power were vested in the bench. He therefore moved that the word “of” in the 8th line be struck out, and the words “not exceeding” be inserted in lieu thereof.

This was agreed to, and the clause as amended put and passed.

Clauses 34 to 41 were agreed to *sub silentio*.

Clause 42.—Sheep not to be driven into a clean district:

MR. BURT said this clause altered the corresponding clause in the present Act to this extent: among the exemptions with regard to driving sheep from one district to another, sheep which were being driven to a market were included. It was now proposed to do away with that exemption.

MR. RANDELL asked whether it was was not considered that this would seriously affect the supply of meat in our towns?

MR. HARPER said that when “sheep being driven to market” were first included among the exemptions under the clause, scab was then very prevalent; but, now that it was reduced to a comparatively narrow compass, it was felt that there was no necessity to exempt sheep travelling to market from the operation of the clause. It was considered that if these sheep were allowed to travel without a certificate they might be the very means of spreading infection; and, as it was not anticipated it would lead to any great inconvenience, it was thought it would be better to do away with the exemption rather than run the risk of having the whole object they had in view defeated.

The clause was agreed to.

Clause 43.—“When any district shall have been reported to the Governor by the board of advice, or such other authority as may appear sufficient, to have been ‘clean,’ during a period of three years, and during such period only as such district shall continue to be so clean, it shall be lawful for the Governor to declare that such district shall not be liable to pay any contribution under the provisions of this Act:”

Mr. BURT said he had an amendment to move in this clause. He proposed to make it apply to a magisterial district, instead of a scab district. These scab districts, as at present defined, were very extensive, and though one part of the district might not be clean, another part, perhaps at the extreme end of the district, might be free from scab; yet sheep-owners residing in every part of the district had to pay their contributions. For instance, the Albany district might be clean, but the Williams district—which he regretted to say had been a nest of scab—might not be clean; yet, both being within the boundaries of the same scab district, had to contribute under the Act. This appeared to him manifestly unfair; and, in order to remedy it, he proposed to make the provisions of the clause apply to magisterial districts only. He moved, as an amendment, to insert the word “magisterial,” after the word “any,” in the first line.

Mr. BROWN said this was a point that had not occupied the attention of the select committee in any way, and he should have thought that the question of boundaries might be safely left to the Board of Advice.

THE COLONIAL SECRETARY (Hon. M. Fraser) pointed out, by-the-by, that there was no provision in this bill, nor in any other Act, for the establishment of this Board of Advice, which, though a most useful institution, had no statutory existence whatever.

Mr. BURT said the Board had worked very well so far, without any statutory rights; and he had not concerned himself in the present bill as to the status of the Board.

The amendment was accepted, and the clause as altered agreed to.

The remaining clauses of the bill elicited no discussion.

Preamble and title:

Agreed to.

Bill reported.

#### CUSTOMS ORDINANCE, 1860, AMENDMENT BILL.

Read a third time and passed.

#### LOAN ACT, 1881, AMENDMENT (RE-APPROPRIATION) BILL.

Read a third time and passed.

The House adjourned at quarter to 6 o'clock, p.m.

#### LEGISLATIVE COUNCIL,

Wednesday, 23rd September, 1885.

Scab Bill, 1885: third reading—Message (No. 27): Replying to addresses—Tramways Bill: in committee—Enforcement of provisions of Rabbit Act—Contract Mail Services: Right to Cancel—Land Regulations (Message No. 3): Report of select committee: adjourned debate—Federal Council (Adopting) Bill: second reading: in committee—Revised Loan Estimates, 1885, and Loan Estimates, 1886: reported to the House—Appropriation Bill, 1886: second reading: in committee—Adjournment.

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

PRAYERS.

#### SCAB BILL, 1885.

Read a third time and passed.

#### MESSAGE (No. 27): REPLYING TO ADDRESSES.

Mr. SPEAKER announced the receipt of the following Message from His Excellency the Governor:

“The Governor has the honor to inform the Honorable the Legislative Council that he will carry out, or endeavour to carry out, the recommendations contained in the following Addresses:—

“No. 6, dated 5th August, 1885 (Transfer of Imperial Convict Establishment).

“No. 17, dated 17th August, 1885 (Proposals for Sugar Planting in the Kimberley District).

“No. 19, dated 19th August, 1885 (Immigration).