Legislative Assembly,

Thursday, 4th November, 1909.

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

QUESTION—LIGHTHOUSES, BREAKSEA AND ROTTNEST.

Ships signalled.

Mr. W. PRICE asked the Premier: How many ships were sighted during the 12 months ended 30th September last from (a) Breaksea, (b) Rottnest?

The PREMIER replied: (a) 1,164, (b) 1,246.

QUESTION—COUNCIL FRANCHISE.

Mr. BATH asked the Premier: Will he adhere to the promise given in April, 1908, that the interpretation of the annual value adopted prior to that year that the Legislative Council franchise should be based on the rental value, should be accepted until the proposed amendment of the Constitution is dealt with.

The PREMIER replied: If, as I assume, the hon. member refers to the assurance given to the deputation which waited on me on the 31st March, 1908, there is no intention of departing from it.

QUESTION—AGRICULTURAL IMMIGRANTS AND CONTRACTS.

Mr. BATH asked the Premier: 1, Has his attention been drawn to the following statement made at Northam by Mr. Pearse, of the *Pastoralists' Review*, one of the visiting agricultural editors, that—"If the present Federal Government remained in office, that most objectionable clause—the contract clause—would perhaps be removed. It was one of the most disgraceful parts of our Federal legislation, and were it removed there would be a great increase in our population." 2, Does the Premier approve of a gentleman visiting Western Australia at the State's expense giving expression to such untruthful statements about a clause in Federal legislation which merely seeks to prevent unscrupulous employers from importing labour under misrepresentation and false pretences, and which in no way seeks to retard immigration?

The PREMIER replied: 1, Yes. 2, The Premier cannot accept responsibility for any expression of opinion by a visitor. The gentleman referred to, however, in an interview given in this morning's Press, has stated that his remarks were misreported, and that he was desirous that the contract clause should be modified in order to enable skilled farm labour to be obtained from Canada to help the farmers of Australia at the harvest period. Further, that he was wrongly reported as having stated that the Federal Government would repeal the contract clause."

QUESTION—REDEMPTION G.M. COY., TRIBUTE.

Mr. McDOWALL asked the Minister for Mines: 1, Has attention been called to the following advertisements in the *Coolgardie Miner* of the 30th ult.:—"Persons desirous of joining the tribute party to work the Redemption G.M. will please make application to R. Burrows to-day. R. Burrows, Bayley-street"? 2, Is the Minister aware that the local liabilities of the Company are about £1,000? 3, How much does the Company owe the Government, and how is it secured? 4, In view of the decision of Mr. Justice Rooth in the case of Annert v. The Coolgardie Redemption Company, to the effect that a workman loses his right to a first charge on the assets of a company unless he registers his lien within one month of the debt

being incurred, does the Minister intend to take any steps to amend the regulations so as to protect workmen?

The MINISTER FOR MINES replied: 1, Yes. The company was informed that the department would agree to the letting of a tribute for twelve months provided that the tribute was called for publicly and that the successful tender should be approved by the department. As far as the department is aware, tenders have not yet been advertised. 2, No. 3, £1,068 15s., secured by bill of sale on the plant and a mortgage on the lease. 4, The regulation extends the privilege conferred by the Act in that it gives the workman thirty days after ceasing work within which to register his lien: this period was deemed ample to enable a workman to obtain registration, but should good reasons be shown I would have no objection to recommending a slightly longer time being prescribed for registration.

QUESTION—WATER SUPPLY, YOUANME.

Mr. TROY asked the Minister for Mines: What is the intention of the Mines Department in regard to providing a domestic water supply for the Youanme district?

The MINISTER FOR MINES replied: It is not the intention of the department to make any further provision for water supply at Youanme at present, but water will be supplied for domestic and stock consumption from the battery well. There is also a fair supply of water in the bore well, and our officers report that 15,000 gallons per day is running to waste from a mine shaft.

QUESTION—RAILWAY EMPLOYEES AND LAND SELECTION.

Mr. GILL asked the Minister for Railways: 1, Is he aware of the fact that the railway employees are not permitted to make application for lands in this State without the approval of the Commissioner of Railways? 2, In view of the fact that every effort is being made to settle people on the land, will the Minister see that railway employees are given the same rights in this direction as other citizens?

The MINISTER FOR RAILWAYS replied: 1, Yes. 2, No hardship is inflicted on the railway staff by reason of the regulation in question, and I am advised that during recent years no railway employee has been prevented from taking up land. Similar conditions apply to the public service under the Land Act.

QUESTION — RAILWAY FACILITIES, HOPETOUN-RAVENSTHORPE.

Mr. HUDSON asked the Minister for Railways: 1, Is the Minister aware that the delay in the construction of ramps on the Hopetoun-Ravensthorpe railway, and the insufficiency in the supply of trucks for the receipt and transportation of ore are causing serious inconvenience to prospectors and others, and retarding the progress of the district? 2, Will the Minister take the necessary steps to secure the immediate construction of such ramps and the supply of trucks as promised by him?

The MINISTER FOR RAILWAYS replied: 1, No. 2. Some delay has occurred in the construction of the ramps promised, owing to difficulty in obtaining material, but the work will be expedited as much as possible. The supply of trucks is considered ample for all present requirements, but the traffic is being closely watched, and the supply will be increased from time to time as may be considered necessary.

QUESTION—RESIDENTIAL AREAS, KALGOORLIE.

Mr. JOHNSON asked the Minister for Lands: 1, When were the blocks on the north-east end of Hanbury-st., Kalgoorlie, which originally formed portion of a gold mining lease, surveyed as residential areas? 2, Were they thrown open for public selection or sold by auction? 3, Who secured them? 4. On what terms?

The MINISTER FOR LANDS replied: 1, One lot was surveyed on 5th October, 1909. 2, No. 3 and 4, Claude de Bernales as a special lease for the purpose of a machinery depot at a rental of £10 per annum for a term of 10 years.

QUESTION — ASSISTANCE TO FARMERS.

Advances on Wheat.

Mr. ANGWIN asked the Minister for Agriculture: Is it the intention of the Government to assist the farmer by making advances on wheat if the farmer desires the same?

The MINISTER FOR AGRICULTURE replied: The year before last the Government offered to advance against wheat stored at Fremantle, and although storage accommodation was arranged the offer was not availed of. So long as the price paid to the farmer is on a parity with that obtaining in London the Government do not see any need to advance against wheat.

MOTION — IMMIGRATION SELECT COMMITTEE.

Extension of Time.

Mr. DAGLISH moved—

That the time for bringing up the report of the Immigration Select Committee be extended for one month.

Mr. JOHNSON: When postponements for the bringing up of reports of select committees were asked for, surely memberss should receive a progress report. Already an extension had been granted to the Friendly Societies select committee, and now it was desired that the time for bringing up the report of the Immigration committee should be extended for one month. It was only fair that in such cases the chairman of the committee should give the House an explanation.

Mr. DAGLISH: With regard to the request made by the member for Guildford for a report as to the progress made by the committees, he had no intention of making a report for he had not one with him, and, furthermore, it would be absurd for a committee to present a report through the mouth of one of its members. He could, however, give the House the assurance that the Immigration committee had been working and that there was every reason to expect that before the expiration of four weeks from now the report would be available. So soon as it was ready it would be placed before the House.

Question put and passed.

BILL—METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE.

In Committee.

Resumed from the 2nd November; Mr. Daglish in the Chair, the Minister for Works in charge of the Bill.

Clause 122—Supply to local authorities:

The MINISTER FOR WORKS moved an amendment—

That the following words be added to the clause:—"And may make a charge at a prescribed rate for any sanitary service rendered by him to non-ratable land."

Amendment passed; the clause as amended agreed to.

Clause 123—Rebate of sanitary rate paid to local authority:

Mr. BATH: The clause was inserted to provide that when land became ratable for sewerage rates and the owner and occupier were liable to pay, or had paid, to the local authority a sanitary rate in respect of the land for the same period as that for which the sewerage rate had been made, the local authority in its discretion might repay or allow a rebate or a proportionate part of any lesser amount in such sanitary rate. The clause as drafted only partially carried out the intention, and it seemed to be an unjust proposition that when there was a sewerage scheme provided and a rate levied, it was possible for the local authority still to levy a sewerage rate, or charge fees, although a rebate was provided for. It would be better to make the clause mandatory. He moved an amedment—

That in line six the words "in its discretion may" be struck out and "shall" inserted in lieu.

Mr. ANGWIN: There was a possibility of a sewerage rate being struck in a district and the service rendered by the local authority not being dispensed with. Some properties might not be connected and some owners might be unwilling to connect, and the Works Department would have to insist upon this being done, consequently a certain time would elapse. Surely the hon. member would not say that the other people who were connected should also pay the cost of those who refused to be connected.

The MINISTER FOR WORKS: The member for East Fremantle was right in saying that it would be dangerous to alter the clause and make it mandatory. There must be a certain amount of latitude given. There was no intention to collect a double rate. Wherever possible arrangements would have to be made so that the sewerage would be the only rate struck, when the sanitary rate of the local authorities terminated. There might be isolated cases where a difficulty might crop up, and there would be cases where contracts had been made by the local authorities. In every such instance, it would be the duty of the department to arrange so that no double burden would fall upon the shoulders of the ratepayers.

Mr. BATH: If the member for East Fremantle would turn to Clause 112, he would find there that the difficulty he anticipated could not arise because it provided that the Minister would make and levy sewerage rates in respect of all rateable land within any district in which a sewer or any part thereof was completed and ready for use, provided that no land should be rateable under the section unless such land was capable of being connected with the sewer, and notice thereof had been given to the owner or occupier. It was not as the hon. member had pointed out where it would be impossible for them to avail themselves of the sewerage system. If we were going to strike a sewerage rate, it was understood we were going to give the people the opportunity of connecting with the sewerage system, and under those circumstances we only wanted them to pay for services rendered. The amendment was essential for the reason that it was desired to see that the people paid for services rendered, and there was no desire to see them charged double.

The HONORARY MINISTER: If it were practicable there would be no hesitation to support the amendment. These places would become ratable as soon as the reticulation drains were finished. There might be a street with 70 or 80 houses at the beginning of a municipal year ready for connection, and as there would be a great deal of this work to be done in the metropolitan area there might be some delay, and it was possible that two or three months ordinary sanitary services would have to be carried out by the local authorities. The clause would enable the local authorities to collect for the services which they had rendered during that period while the house connections were being put in. The local authorities were reasonable people, and it was known from conferences which had been held that there was no idea on their part to secure any rates to which they would not be entitled. We should consider that it was the desire of the local authorities to deal fairly with this question. There were a good many matters which would require adjustment, especially in view of the fact that the local authorities themselves desired the provision which was contained in the clause. The Leader of the Opposition would be quite safe in allowing the clause to pass as it was printed.

Mr. WALKER: The speech of the Honorary Minister was quite consistent with the proposition made by the Leader of the Opposition. The clause proposed that all the circumstances should be taken into consideration, and the amendment proposed not merely to allow that to be done, but it said "it shall be done." There was a possibility of negligence on the part of a local authority, and some people might be overcharged or charged twice. So far as the important matter of adjustment was concerned, it would be in no way limited by the amendment. The amendment said "it shall be obligatory" on the part of the local authorities to allow the rebate; it only put upon the

local authority an imperative duty instead of a discretionary duty. As the clause stood the local authorities might ignore their duty.

The MINISTER FOR WORKS: An aspect that appealed to him was that with the great number of houses receiving notices to connect with the sewerage system, there were bound to be many who would neglect to carry out the notice. In these cases the Minister would have power to step in and do the work, and he could then impose a rate at once. If the people continued to be obstinate the local authorities could say, "we cannot give you a rebate." There was far more danger of trouble on that side than there was with the local authority and the department trying to enforce a double payment, which naturally one would agree was unjust.

Mr. WALKER: If a situation arose in which the local authorities were compelled to go on doing their work after the Minister had struck a rate, the question would be as to what the Government were doing. In other words provision was made for dealing with the obstinacy of owners, and the Minister would be expected to exercise that power. It would be the duty of the Minister to deal alike with all. Obstinacy would have to be dealt with and should be dealt with as soon as it manifested itself. To allow the clause to remain without amendment would be to provide an opening for a great amount of neglect on the part of the department, and to provide an opening also for favourable treatment of some persons as against that meted out to others. The proposed amendment would be a distinct improvement to the clause.

Mr. GEORGE: There was no doubt that the connections would have to be made by the State, by the department. It would seem that it was possible for the Minister to strike a rate and compel payment of that rate, even though he were not able to carry out the work and give the service for which the rate had been struck.

Mr. Johnson: The onus is not on the State.

Mr. GEORGE: Nevertheless, the State would have to make the connections.

Mr. Collier: Why?

Mr. GEORGE: One very good reason why was that tradesmen were not in Perth in sufficient numbers to do all the work. The Government, perhaps, would be able to get all the tradesmen they wanted, but private individuals would not establish new businesses without permanent security for their capital. Even assuming that this conjecture were wrong, the Minister should not have the right to collect a rate in return for which he could not give service. And, by the same token, if the Minister could give the service, then the local authority would have no right to continue collecting the sanitary rate. It was a familiar truth that when once a rate had been paid it was a matter of the utmost difficulty to obtain a rebate of that rate in any shape or form. Certainly, if the making of such a rebate were left to the local authorities, the ratepayer would never get it. Throughout the Bill the charge was upon the owner, but this clause was providing for an act of piracy by allowing two rates to be levied on one property for one and the same service. He would support the amendment.

Mr. JOHNSON: One danger to be found in the suggested amendment was that if it were made mandatory for the local authority to refund any part of the rate struck, the local authority might close down and say, "We are not going to perform any service." Notwithstanding what the member for Murray had said, it was to be remembered that there was no onus on either the Minister or the local authority to carry out the connections.

Mr. OSBORN: If the Leader of the Opposition would be prepared to add to his amendment the words, "After the property has been connected up with the sewerage system," it would safeguard the local authority, who would then be entitled to collect their rates so long as they were performing the services, no matter when the Minister had struck his rate.

Mr. BATH: The suggestion would not meet the objectionable part of the clause, the provision for double payment. The

clause did not provide for a rebate of past payments, but merely provided that when a sewerage rate was struck a rebate was allowed for the unexpired portion of the term. One could not understand the opposition to the amendment.

Mr. Angwin: If the hon. member had had a little municipal experience he would understand.

Mr. BATH: It was unwise to leave this matter to the discretion of municipalities as proposed in the clause, because in the matter of collecting rates ordinary consideration to ratepayers was frequently left on one side, while money was spent in other directions certainly not to the same advantage. Surely there was sufficient intelligence among members to draft a clause to prevent a double charge for the same service. The suggestion of the member for Roebourne was a step in the right direction, but would only apply to the unexpired portion of the term. If a municipality rated in January, and the Minister rated in January, and the connections were made in March, according to the hon. member's suggestion there would be a rebate from March to the end of the year, while the municipalities would collect from January to March.

Mr. Johnson: They have done the work for that period.

Mr. BATH: If there was an alternative proposal that would obviate the double charge, one could support it.

Mr. OSBORN: We had already passed a clause giving the Minister the right to strike a rate as soon as the sewerage system was ready, and had already given the Minister authority to notify owners to couple up with the system, but we had not made it compulsory for the Minister to say that connections were to be made before the sewerage rate was collected. The difficulty to be got over in this clause was to see that the local authorities did not charge rates when the owner coupled up with the sewerage system. The endeavour was to make it mandatory on the local authorities to repay to the owner any proportion of the municipal rates after the connections were made; and the words suggested to the Leader of the Opposition to be included in the amendment would obviate any danger of the local authorities refusing to allow to the owners of property rebates of a proper proportion of the local rates. His (Mr. Osborn's) experience of local authorities was that they always endeavoured to be lenient, and that in few cases could they be accused of harassing owners.

Mr. ANGWIN: There was no reason to alter the clause. The amendment was merely want of confidence in local governing bodies; but, unfortunately, it appeared to be a general feeling in the Federal Parliament that State Parliaments were nothing, and in the State Parliaments that local governing bodies were nothing. The clause at the first glance struck one in the light in which the Leader of the Opposition regarded it, but a study of it showed that it was a protection to the local authorities against unscrupulous owners. The local authorities were too lenient, if anything, with owners, and made rebates in many instances if they could do so. The amendment if carried, while protecting the Minister for payment for the carrying out of the scheme, would compel the municipalities to do work for nothing. If the sewerage rate were struck in January, as the Leader of the Opposition suggested, and the municipal rate in January also, and the connections were not made until March, it would mean that the municipalities would be compelled by the amendment to do the sanitary work for three months without receiving pay for it, because it was proposed that immediately on the striking of the sewerage rate the local sanitary rate must cease.

Mr. Bath: But, why make the rate in January and not do the work until March?

Mr. ANGWIN: The Minister would possibly notify an unscrupulous owner in January, but the owner might neglect to do the work and the Minister might have to step in and do it. That applied every day. Municipalities and the Government were handicapped in this regard, not having the same freedom as private individuals, and by the amendment the hon. member endeavoured to further handicap municipalities in regard to

their services. There might be a possibility of an unscrupulous council taking advantage of ratepayers, but it was not to be believed that a council would compel an owner to pay rates unless the municipality was doing work for which it required payment. The Government would certainly have the whole of the reticulation carried out before they would strike a rate.

Mr. George: Why not have a guarantee to that effect?

Mr. ANGWIN: One could have faith in the Government in that regard. It would be better if the interest were paid out of the capital for a while so that a large proportion of the work could be carried out before the connections were made. That would remove the difficulty of striking an early rate. While the municipalities were carrying out work in the interests of public health before the connections were made, they should have the discretionary power given in the clause.

Mr. DRAPER: The amendment submitted by the Leader of the Opposition should be supported in order to prevent a double rate being imposed upon the people. If that principle were recognised other provisions would doubtless be made which would render the clause satisfactory to all parties. The first thing, however, was to get rid of the double rate.

Amendment put and passed.

Mr. BATH moved a further amendment—

That in line 7 the words "or any lesser amount" be struck out.

The MINISTER FOR WORKS: Seeing that the Committee had decided to make the provision mandatory, and it was proposed now to take away any discretionary power in the amount to be returned, he would suggest that the clause would be safeguarded if words were added providing that the rate should be calculated from the time the connections were made. That would overcome the difficulty it had been thought the clause as printed would obviate. It was the duty of the householder to make connections. The rate struck was not for the connections but to pay the department for the sewerage scheme generally. The responsibility for making the connections should not be taken from the owner, and if through neglect he delayed in connecting his property with the scheme, and in consequence had to fall back upon the local authorities to carry out the sanitary duties to the property it was only right that he should pay both rates.

Mr. George: He may not be able to get the work done.

The MINISTER FOR WORKS: The department would not act unjustly. If a difficulty in that respect were proved, the department would refrain from charging the rate; so long as he was in charge of the department, at any rate. We did not want to plunder the people, but we wanted to protect both the local authority and the department against the people who refrained from carrying out their duty.

Mr. Bath: The suggestion is a reasonable one.

Amendment put and passed.

The MINISTER FOR WORKS moved a further amendment—

That the following be added to the clause:—"Such rebate to be calculated from the time when the connections to the land have been made."

Mr. ANGWIN: Reference was made in the clause to a sanitary rate, and the question consequently arose whether that term included all sanitary rates. At present there was both a sanitary and a pan rate.

The MINISTER FOR WORKS: The sanitary rate covered the pan rate; at all events, that was the intention of the department. The definition did not include the rubbish rate.

Mr. ANGWIN: In Perth a certain service was carried out under the sanitary rate, while at Fremantle there was a pan rate.

Amendment put and passed; the clause as amended agreed to.

Clauses 124 to 130—agreed to.

Clause 131—Distress for rates or water supplied:

The MINISTER FOR WORKS moved an amendment—

That in line 2 of Subclause 1 after the word "supplied" there be inserted "or for sanitary services rendered."

The amendment was necessary owing to the amendment which had been made to Clause 122.

Mr. BATH: If the words were inserted the contrary effect would result to that provided for by the amendment to Clause 80. Would not the connection of a house with the system be a sanitary service? By Clause 80 it was provided that where the Minister had resort against the occupier for the cost of connections he could not distrain. This clause, however, gave him the power to distrain. Was it not possible, therefore, that in a court of law the making of the connections might be construed as a sanitary service rendered? If that were so the clause would be contradictory to Clause 80 as amended.

The MINISTER FOR WORKS: The only intention to the amendment was to bring the clause in consonance with the amendment to Clause 122, which provided that the Minister could make a charge at a prescribed rate for any sanitary service rendered to non-ratable land, and to distrain for the payment for that service the same as for rates. The amendment carried the other night was as to the connections to the house, and it was agreed that the Minister should not have the power to distrain on the occupier's goods and chattels for the cost of connections. The charge to be made by the amendment to Clause 122 took the place of a rate, therefore the words proposed to be inserted in the present clause must be put in so that there might be distraint just the same as in connection with a rate.

Mr. WALKER: If the amendment were carried it would be going back on a decision already arrived at by the Committee. We provided that the owner should be responsible, but here we made the tenant responsible, and really we were taking a course which would undo what had already been done.

The Minister for Works: No.

Mr. WALKER: If the amendment were carried the Bill would be made inconsistent, as under the clause as proposed to be amended the tenant clearly could be distrained upon. The tenant who was living there would not be responsible, yet the clause would enable the Minister to issue his distress warrant and levy upon the goods of that tenant. The man responsible would be the owner. The clause should be consequentially amended to follow on what had already been done by the Committee.

The MINISTER FOR WORKS: The amendment carried on the previous occasion was with regard to house connections. It was thought it would be very harsh if the department distrained for the cost of the house connections on the goods and chattels of the occupier, notwithstanding that the occupier was given the right to refrain from paying rental. The clause under discussion, however, covered water rating as well, and the water rate had really nothing to do with the owner.

Mr. Holman: What if a new occupier comes in?

The MINISTER FOR WORKS: The new occupier would have to pay for his own proportion. All the services rendered now were occupiers' services. The tenant had to pay at the present time for sanitary services under the Municipal Act, and the clause had been taken from the Municipal Act. It was necessary to have this power so as to avoid no end of trouble. When tenants knew they would be distrained upon they paid up.

Mr. HUDSON: The Minister proposed to insert the words "or for sanitary services rendered" and had explained that they were necessary on account of his having secured the amendment of Clause 122 which read "and may make a charge at a prescribed rate for any sanitary service rendered by him to non-rateable land." If the Minister were to allow his amendment to read "or for sanitary services rendered in connection with non-rateable land," then it would be consequential on the amendment already carried, and we should leave the preceding amendment out of the discussion, and deal with the question of distress as a general proposition.

The MINISTER FOR WORKS: With the permission of the Committee he would alter the amendment to read "or

for sanitary services rendered in connection with non-rateable land."

Amendment as altered put and passed.

Mr. HUDSON: There was a strong objection to putting into the hands of a municipal, or a local authority, the right to distrain for rates. The relationship between landlord and tenant was different to the relationship between the local authority or the Crown and occupier of premises in connection with rates. The clause provided that after a rate had been owing for 30 days distraint might be made, but after that period had expired, there might be some new person in the premises. It should be remembered that it was only in connection with big purchases that these questions were raised, but with regard to weekly tenancies, the question was rarely asked whether the rates had been paid. In most cases of small holdings the landlord paid the rates. The Crown, the municipalities, or local authorities, had a court of justice to proceed in for the recovery of rates, and after that procedure they still had the right of distress, but they should not have the right to walk into a person's house without giving reasonable and proper notice. To be able to seize the goods of, perhaps, a stranger who was in a house, would be an unparalleled procedure.

Mr. WALKER: The Minister had informed the Committee that the proper time to discuss the question of distress was when Clause 131 was being considered and urged members to wait until they reached that clause.

Mr. Angwin: The other clause was with reference to the collecting of rents; not distress.

Mr. WALKER: It was the question of distress. In 99 cases out of 100 in Perth, Fremantle, or elsewhere, the occupier never thought of the rates or dealt with them. He was charged for rates in the rent that he paid. That was the condition of the tenancy. The rates were entirely paid by the landlord. The clause before the Committee would put a tenant in the position that if the landlord refused to pay the rates, although he had received them in the form of rent from the tenant, the tenant could be penalised for the offence of the landlord.

The Minister for Works: No, he can produce his receipt for rent. See Clause 124.

Mr. WALKER: If a person entered a house and there were 30 days due for rates on that property, and this person had entered into an engagement with the landlord to pay his own rates in the form of rent, and the landlord had offended by being in arrears, the Minister would have power to go into the person's dwelling and sell up his furniture; and if there was not enough on the premises, in the following week he could go in again. The person would find himself the victim of his landlord's neglect, and the property on this particular piece of land could be sold under the warrant. It had been tolerated in the past, and there was a tendency towards this easy way of getting money. It was an iniquitous power brought down from the old days when tenants had very few chattels, and what few they had belonged really to the landlord. The clause should be struck out.

Mr. HUDSON: The Minister had claimed that the occupier could recover from the owner. True, the occupier could so recover, but could he recover by distress from the owner? No; in this case the means provided were altogether different. The most he could do was to sue for the amount.

The Minister for Works: He has the rent in his hand.

Mr. HUDSON: The rate might amount to more than the rent. He doubted if this provision for distress was included in the Sewerage Act of Victoria. Certainly it was not in the Municipalities Act of Victoria.

Mr. JACOBY: It was extraordinary that we should always make the unfortunate tenant liable for something the owner should have paid.

The Minister for Works: The tenant will have the money in hand in the shape of rent.

Mr. JACOBY: To an extent that was true, yet that was scarcely sufficient justification for irritating and inconveniencing the tenant. He (Mr.

Jacoby) would vote against placing upon the tenant any liability which was rightfully the owner's.

Mr. ANGWIN: The member for Dundas had stated that, there being other powers in the Bill, it was unnecessary that the Minister should have the power to distress. But it was to be remembered that the other power was merely to take the occupier to the local court and put him to the expense of litigation, after which the magistrate had the power to issue distress if the money were not paid. Distress was not necessarily prohibited because the case had been before the court. As the member for Kanowna had pointed out, there were difficulties sometimes in regard to a change of tenant. It would be preferable if the Minister had power to collect the rates in the form of rent. It was well enough to provide that the tenant might pay the rates and retain the amount out of his rent; but the tenant was not always in the position to pay the full amount of rates due. If instalments were accepted, and, better still, if an officer of the department were empowered to collect the rent until the amount of the rates was paid, the difficulty would be solved. The question was, did the Minister have power to take the rates by instalment in this way.

The Minister for Works: Certainly we have.

Mr. ANGWIN: That being so, considerable difficulty would be obviated, and there would be no occasion whatever for resorting to distress.

Mr. GEORGE: The expressed desire of the Committee was that the owner and not the occupier should be liable. The majority of the Committee had voted for that principle, and that being so it was inconsistent that the clause should be allowed to remain. It would be necessary to recommit the Bill for the purpose of amending Clause 124, which had, apparently by an oversight, already been agreed to and in which the occupier was made liable in the first instance for the rates.

(Sitting suspended from 6.15 to 7.30 p.m.)

Mr. GEORGE: We had already decided that the rates should be paid by the owner. Now, this clause provided for distress upon the goods and chattels found upon the land, and these goods and chattels must necessarily belong to the occupier. In most cases this occupier would be the tenant. Then the situation would be created that the tenant whose goods and chattels were distrained on would have a remedy at law upon the landlord. But why should we go this round-about way to obtain payment of the rates? Was it right that inconvenience and distress should be placed upon an innocent party in order that the Minister might in a round-about way collect the rates? The clause would be an absolute contradiction of the vote taken the other evening. No Bill should contain absolute contradictions. The result would be constant litigation between landlord and tenant. Certainly the Crown should be paid, but no one should be entitled to obtain payment unless the cause was based upon what was just and fair. This attempt to pass through Committee a clause bearing on its own face its own stamp of silliness was a thing one failed to understand.

Mr. ANGWIN: One failed to understand the hon. member. The hon. member could hardly understand himself.

Mr. George: On a point of order, was it right that any member should charge another member with being in ignorance of his own intentions?

The CHAIRMAN: There was nothing out of order in the remarks of the hon. member.

Mr. ANGWIN: The member for Murray maintained the clause was contrary to a vote already taken. As a matter of fact the decision the other evening was on an entirely different subject, and dealt with the liability for paying for the connections. We are now dealing with the liability for paying rates. So the hon. member was wrong in trying to make us believe this matter had been dealt with previously. We were dealing with a matter applying to recovering payment for goods supplied. The hon. member would not contend that in order to secure

payment for groceries supplied to the occupier the grocer should apply to the landlord. Supplying water was the same as supplying groceries. The hon. member was afraid that the landlord might collect the water rate from the tenant, put the amount in his pocket and fail to pay the department, and that then distress would be issued against the occupier, and there would be a chance of a case for damages against the landlord.

Mr. George: You are not justified in saying I am afraid.

Mr. ANGWIN: That was the only point in the hon. member's argument. There was a similar provision in the Municipalities Act, and he (Mr. Angwin) knew no instance where a municipality or a roads board had applied the clause wrongfully and for the express purpose of extortion. If local governing bodies would not do it the Minister controlling the works would not. It could be relied upon that members of Parliament would see that the Minister did not use a provision of this description in such a way as to become an extortion. We had already passed a clause allowing the Minister to charge 5 per cent. interest on rates twelve months overdue. That alone showed clearly this clause for distress was not to be enforced. The clause was simply one of those provisions put in Acts of Parliament to deal with certain persons it was unfortunately necessary at times to deal with. He knew of an instance where an occupier, under agreement with his landlord to pay the rates and well able to pay them, absolutely declined to pay. In that case a distress warrant was issued, and the rates were immediately paid. The Minister would at all times make full inquiries before issuing a warrant. The clause was to apply not to those who could not afford to pay, but to those who could afford to pay and would not pay. It was a distasteful clause. The mayors of municipalities did not like it, and rarely cared to use it, and the Minister would not use it unless he could see that the person who could pay would not do so.

Mr. WALKER: The hon. member admitted that the local authorities felt the iniquity and enormity of the power, and that it was little used. Then why keep it in the Bill? The same logic as was used in defence of the power could be used in defence of sending armed men to collect rates. The clause would possibly become a perpetual source of annoyance to occupiers. Apart from selling up, the putting of a bailiff into an innocent tenant's house would be a source of detriment in the eyes of the neighbours and a wounding to the tenant's pride. Why should a tenant be put to such inconvenience? If the landlord neglected to pay the rates and the tenant received a warrant with a threat to sell up his furniture, what had he to do? He had to make inquiries, find out whether the money was owing or not, and then he would have to go to the department's office and, perhaps, lose half a day in order to discharge an obligation of the landlord; otherwise the bailiff would be put in and the goods of the tenant be sold. The only excuse for the retention of the clause was that it made it an easier way for the Government to force payment; that way was not given to any other creditor. Would a grocer be given power to issue a warrant of distress? If such an extraordinary power were given to no other creditor why should the Minister have it? The question argued incapacity on the part of the Government to carry out their duties. Could not they collect accounts under this Bill as under any other measure? If a man did not pay his income tax was a distress warrant put in on him? No; there were other means of forcing payment, and those same means could be adopted in the present case. The clause provided a lazy way of collecting money, as the Government were forcing someone else to bring pressure against the true debtor. Let the latter be dealt with directly. It was a case of setting the occupier on to the landlord, and was most unjust. It had been suggested that the clause was merely forcing the tenant to pay for what he received. That was not right, for in 99 cases out of 100 the tenant paid the rates to the landlord every week or month, as

the case might be, as the understanding of occupancy was that the landlord should pay taxes and that the rent should cover them. Notwithstanding that fact, under the Bill the tenant's goods could be sold. If the tenant became the responsible party and undertook the obligation to the Government, then he would be the true debtor.

Mr. Angwin: He is, under Clause 124.

Mr. WALKER: Under that clause it was equivocal whether he would be the debtor or not. In nearly every case it was the landlord who was responsible and he, by contract with the tenant, undertook to pay, and yet the occupier was held responsible by the Bill. It was no defence to say the clause was in the Municipal Act. If the Government ran the risk of losing their security it would be different. The argument of the Minister for Works when dealing with another clause was equally applicable here. The Minister had admitted that when the owner was made responsible the Government still retained full security, as he could realise against the landlord, if it were necessary, on the particular property. The Government could not lose anyhow, for there was always the property to fall back upon.

Mr. GORDON: The member for Kanowna had used the argument that because a provison had not been brought into force in other Acts it was no use putting it in the present Bill. The mere fact of its existence in other Acts made its use unnecessary, for people knew it was there, and, consequently, would not lay themselves open to having the bailiff put in. The hon. member also placed the Government side by side with the ordinary trader. He did not mention that the latter took care, if he were doubtful as to his customer, to collect cash for what he supplied. It certainly would not be convenient for the Government to demand cash every morning from their doubtful customers. Such a course would mean additional cost and would add much to the price of water to the consumer. If the clause were omitted the Government would have to take extra precautions as to whom they supplied with water. Surely it was not argued that it would be a fair thing to make the landlord liable for all the water used by his tenant, as the latter, out of spite, on occasions might let the tap run night and day. The owner of a property should not be made responsible for excess water used by his tenant. The Government should have extra powers for the benefit of all, and it would be a great mistake if the clause were excised.

Mr. OSBORN: Although there had been a good deal of criticism with regard to the clause, there had been no attempt to amend it to meet the requirements of hon. members. The clause did not specify that it was only the occupier we were going to take action against; it simply said "any person liable," and that was the objection he had to the clause. If a tenant occupied a property for six months, and neglected to pay rates and taxes during that period, and someone else came in and became liable for the first tenant's liabilities, that would be wrong. A person who contracted a debt should be liable for it, and in the case of tenants, one who followed on the footsteps of a previous tenant who neglected to pay his rates, should not be liable. If the clause conveyed that meaning the Minister should frame it so as to overcome the objection. Neither should the owner be liable for excess water which some occupier might have used unnecessarily. The occupier was the person to pay for that excess water.

Mr. HUDSON: The Government were taking this drastic remedy to levy distress before the money was actually owing. The remarks of the two previous speakers indicated that we were discussing the question of liability. The Committee were doing nothing of the sort; they were discussing the mode of the collection of the liability. Earlier in the evening he had asked what were the provisions of the Metropolitan Board of Works in the direction of the collection of these rates, and it had been found that they recovered through the ordinary channels of a court of justice. Speaking from personal experience he knew also that the municipalities of Victoria never had the right to levy distress be-

fore a hearing. After a person had been summoned and had a special opportunity of paying on an order made by a justice in open court, then distraint could be levied. The method proposed to be adopted in the clause amounted to punishing a man without giving him a hearing, and the Committee should object to that sort of thing.

The MINISTER FOR WORKS: The clause, as had been pointed out, dealt with the method of recovery, not the liability. The latter question had already been decided. The clause gave the power to levy distress just as the authorities had at the present time. That power was contained in the existing Waterworks Act, the Goldfields Water Supply Act, and the Municipal Act.

Mr. Walker: It should not be.

The MINISTER FOR WORKS: Why not? It had never worked a hardship on anyone. It was only carrying out what was the intention of Parliament, and those who owed a just debt should be made to pay as promptly as possible. The special pleading of hon. members for those people who would not pay was difficult to understand. Members appeared to forget the man who did pay, and they asked the Committee to believe that this man who might be the only one in a hundred was the one who was being harshly treated. It should be remembered that we had a duty to perform to the ratepayers generally. This was not a profit-making concern, and could not be compared with the business of a grocer or a butcher, or the business of anyone who was trading for profit; it was a co-operative concern which would be run by the Government in the joint interests of the citizens who were getting direct advantages from it. The Government had rates to collect until sufficient money had been obtained to carry out the duties properly, and if the powers asked for were not given, the result would be that those who did pay up would have to carry the burden.

Mr. George: Why distrain on the wrong person?

The MINISTER FOR WORKS: It was not proposed to do so. The hon. member should know that all Government undertakings were founded on the fundamental principle that there should be no bad debts. The railways were run on that principle, and the Commissioner had power to insist upon having cash put down in advance against any railage rates that may be due to him. When a concern of such a kind was conducted in the interests of the State, it was not fair that one person should be made to carry the burden of another.

Mr. Walker: That is what you are doing.

The MINISTER FOR WORKS: The hon. member was wrong. The next point was, that the tenant received the advantage. He consumed the water; he had the facility of being connected with the sewerage system, and the rates which were payable were for those services, and whether he had an arrangement with the owner of the property that it should be included in the rent, or otherwise, was a matter of no moment. There must be facilities for collection, otherwise there would be incurred bad debts and legal expenses, to say nothing of the waste of time, not only of the department, but of the tenant himself. It was of little avail to summon a man before the local court and incur legal expenses perhaps greater than the amount sought to be recovered. On the other hand, if it were possible to issue a distress warrant the very action was almost always sufficient to bring payment of the money. It was a system which had been found to work smoothly and which sufficiently protected the revenue of the State. Without the power to distrain considerable difficulty would be experienced in collecting the revenue of the State. It had been said that this was payment in advance; but it was nothing of the sort, for the money was earned as soon as the capital was expended, and the facilities provided. There was a number of safeguards in the Bill, and the Committee would be doing wisely in following the procedure laid down in other similar measures which had been found to work without hardship to any section of the community. Acts containing these provisions had been in existence in the State for

the past 30 or 40 years. The only possible question was as to whether this was a fair method of obtaining payment; and having regard to the fact that it was a Government concern to be run in the interests of the State, the Committee would be quite justified in granting the power of distraint.

[*Mr. Taylor took the Chair.*]

Mr. WALKER: Taking up an absolutely unfair attitude, the Minister had implied that those opposed to the clause were fighting for those who were anxious to avoid their just liabilities. The objection to the clause was that it would put the screw upon those who were not liable for the payment. Those opposing the clause were fighting to protect the honest man who had already paid his rates to his landlord from the rapacity of a Government prepared to take the money twice over. The Minister had not touched upon this phase of the question, but had endeavoured to throw dust in the eyes of the Committee. Had the Minister considered that rates might be in arrears for six months, and the very next day a new tenant might come in and the bailiff straightway drop down upon him, although he did not owe a farthing of the amount due? What logic was there in saying that it was only right the Government should have such a power? In almost every instance the poorer section of the community paid their rates and taxes through the medium of the landlord; yet it was against these men that this clause was designed. It was against these men that the Government wanted power to come in and use this unjust, iniquitous, barbarous relic of bygone days; it was robbing the honest man. That was a phase of the question to which the Minister for Works might well have addressed his remarks. It was true that the tenant used the water, but it was also true that, through his rent week by week, he paid for the water as he used it.

Mr. Hudson: Otherwise he is liable to be distrained by the landlord.

Mr. WALKER: The Minister had said that the tenant had it in his own power—that he might deduct the amount from the rent.

Mr. Hudson: Where is the power given for him to deduct the amount from his rent?

Mr. WALKER: It was merely an invention of the Minister's fertile brain. In all probability the tenant had already paid his rent. Yet the Government would step in and say, "You shall pay these rates to us over again." Was that equity? And even supposing that the tenant could keep back his rent, what right had the Government to place this iniquity upon him? What tenant would care about having a quarrel of that kind with his landlord? And if he did initiate such a quarrel it would probably end in his landlord giving him notice to quit.

Mr. Angwin: There were not many such landlords to-day.

Mr. WALKER: Even so, surely it was no argument to say that because there were empty houses in our midst the tenant should be required to quarrel with his landlord. Why put on the tenant the obligation to collect the rates from the landlord? Why could not the Government collect from the owner? They had the power; they could not lose their money; but for the sake of easy collection, for the sake of squeezing money out of the landlord, they preferred to go for the tenant. That was the coward's way of doing business. It was the way of the highwayman to show the revolver and get the money.

The HONORARY MINISTER: In regard to the question raised by interjection by the member for Dundas that the occupier had no power to stop the rates out of the rent, Clause 124, Subclause 3, gave the occupier full power to do this, and Clause 188 also dealt with it. The member for Kanowna had placed before the Committee an exaggerated aspect of what might happen. On the other hand the power given had been of the utmost assistance to municipalities in the collection of rates from those endeavouring to embarrass municipalities by not paying within a reasonable time. The purchaser of a house became liable for rates unpaid, and the incoming tenant knew he was liable for rates unpaid. If the member for Ka-

nowna wanted to free the tenant from liability in this respect, would he suggest freeing the purchaser in the same way? As a matter of fact both the purchaser and the incoming tenant were entitled to see that no obligation existed on the property. Could hon. members cite a single instance where this power had been abused or unjustly used by municipalities? Did hon. members desire that people should escape their just dues? There were scores of cases where people endeavoured to put off the payment of rates as long as possible, and where this power had led to the collection of rates without undue cost to the occupier or owner. The power had been in operation in the State for many years, yet could members quote cases where it had been abused? In fact the pleas put forward were all in favour of those who desired to escape just obligations and of placing a burden on a large number of ratepayers who met their obligations. It was not for the Government to ascertain who made agreements with their landlords and who did not. The Government looked at the matter in the light that the person receiving the benefit of the service rendered was the occupier. If a person took a house, his obvious course to escape the possibility of past liabilities was merely to ascertain whether any liabilities remained on the property.

Mr. OSBORN: The object should be to protect the innocent incoming tenant as against the outgoing tenant who owed an account. Power should be given to immediately proceed against the owner and exclude the incoming occupier. The rates were for services rendered to the actual individual, to the occupier, and if the occupier choose to use water he should pay for it and should not be allowed to make the owner liable. Power should be given therefore to hold the occupier liable, but the objection was——

The Minister for Works: This clause does not deal with it.

Mr. OSBORN: If Clause 133 dealt with the question, then there was no objection to the clause under discussion.

Mr. HUDSON: The hon. member evidently grasped the argument of the member for Kanowna. It might happen that a landlord did not pay his rates according to his agreement with outgoing tenant, yet power was given to distrain upon the incoming tenant who had not been supplied with the water. That was admitted by the Minister to be justified. It was provided that the occupier was liable to pay, and that any receipts for rates so paid might be tendered and accepted by the owner in satisfaction, to the extent of the amount specified in the receipt, of any rent due to the owner. That was satisfactory so far as the landlord and tenant went. Even though there might not be one penny of rent owing from the tenant to the landlord, the former was liable to have his goods distrained upon for rates not paid and for services which might have been rendered to some other person altogether. Under the Melbourne and Metropolitan Board of Works Act of 1890 it was set out, after providing that the occupier should pay, "no such occupier shall be required to pay any further sum than the amount of rent for the time being due from him." If a tenant owed £2 it would be, perhaps, fair that it might be levied upon for the payment of rates on the premises, but if the tenant had fulfilled his obligations, would he still be liable for his goods to be distrained upon?

[*Mr. Daglish resumed the Chair.*]

Mr. McDOWALL: According to the Minister, the great virtue of the system was that it enabled the department to come on the man easiest to get at, the man closest at hand. Beyond doubt, the idea was to come on the occupier on every possible occasion. Distress for rates in every form should be done away with. There was no exception, to his mind, to that principle. If that were done the result would be that before long the conduct of business would be so altered that some more suitable means of recovering imposts of this description would be devised. It had been pointed out that there was ample provision for recovering rates, as the Minister had a charge upon the land, and there could be recovery from the owner by the ordinary process of law. In every possible way the department was protected, so far as the recovery of rates was concerned.

Why, then, should the desire exist that the unfortunate occupier should be distrained upon? It was because he was the man closest at hand. It was most unfair that a man should be made liable for debts incurred and owing either by his predecessor as a tenant in the house or the landlord. A tenant taking a new house would not know if there were a sum of £3 or £4 owing by his predecessor for rates. His agreement would be to pay the landlord, say, £1 a week for rent, and it was no business of his what other amount was due to the Government in the way of rates. Because, however, the previous tenant had neglected to pay, because the owner who should pay had also neglected to do so, then the bailiff was put in and the new tenant was subjected to great inconvenience and annoyance. The only reason for the retention of the provision was that it was an easy way to collect rates. That should not be the primary object of any Parliament, as justice should be our guide. In this connection we should frame a measure superior in justice and equity to anything previously passed by this Parliament. It had been said there was a desire on the part of persons to escape their just debts. Anyhow, if that were so, it existed only in a very few cases, and certainly it was better that one or two offenders should escape than that dozens of innocent persons should be made to suffer. An analogy had been drawn between a tenant and a man going on a railway journey, it being pointed out that the latter had to pay his fare before he got on the train. Surely there was no analogy between the two cases, as if a man entered a train he would probably receive value for his ticket; but if a man entered a house on which years of rates were due, and he was forced to pay those rates, in what way did he get value for the money he spent?

Clause as amended put and a division taken with the following result:—

Ayes	18
Noes	22
Majority against ..	4

AYES.

Mr. Angwin	Mr. Layman
Mr. Brown	Mr. Male
Mr. Carson	Mr. Mitchell
Mr. Cowcher	Mr. N. J. Moore
Mr. Davies	Mr. Nanson
Mr. Foulkes	Mr. Osborn
Mr. Gordon	Mr. F. Wilson
Mr. Gregory	Mr. Draper
Mr. Hardwick	(*Teller*).
Mr. Hayward	

NOES.

Mr. Bath	Mr. McDowall
Mr. Bolton	Mr. Monger
Mr. Collier	Mr. Scaddan
Mr. Gill	Mr. Swan
Mr. George	Mr. Taylor
Mr. Gourley	Mr. Underwood
Mr. Heitmann	Mr. Walker
Mr. Holman	Mr. Ware
Mr. Horan	Mr. A. A. Wilson
Mr. Hudson	Mr. Troy
Mr. Jacoby	(*Teller*).
Mr. Johnson	

Clause thus negatived.

Clause 132—negatived.

Clause 133—Complaint or action for rates:

Clause put and a division taken with the following result:—

Ayes	17
Noes	21
Majority against ..	4

AYES.

Mr. Angwin	Mr. Hayward
Mr. Bath	Mr. Hudson
Mr. Brown	Mr. Male
Mr. Carson	Mr. Mitchell
Mr. Cowcher	Mr. N. J. Moore
Mr. Davies	Mr. Nanson
Mr. Foulkes	Mr. F. Wilson
Mr. Gordon	Mr. Layman
Mr. Hardwick	(*Teller*).

NOES.

Mr. Bolton	Mr. Monger
Mr. Collier	Mr. Osborn
Mr. George	Mr. Scaddan
Mr. Gill	Mr. Swan
Mr. Gourley	Mr. Taylor
Mr. Heitmann	Mr. Underwood
Mr. Holman	Mr. Walker
Mr. Horan	Mr. Ware
Mr. Jacoby	Mr. A. A. Wilson
Mr. Johnson	Mr. Troy
Mr. McDowall	(*Teller*).

Clause thus negatived.

Clauses 134 and 135—agreed to.

Clause 136—List of defaulters may be published:

Mr. ANGWIN: As the clause only meant needless expense, the Minister should agree to strike it out.

Mr. SCADDAN: The clause meant more than that; it meant that in many cases there would be published the names of persons who might not actually be responsible for the non-payment of these rates.

The Minister for Works: Strike it out then.

Mr. SCADDAN: It was the most foolish clause that had been seen in any Bill that had come before the Committee.

Clause put and negatived.

Clause 137—agreed to.

Clause 138—Power to lease land on which arrears of rates are due:

Mr. GEORGE: There was tremendous power given in this clause. There were plenty of instances in which rates had not been paid on land, and the non-payment may have been due to shortness of cash or by a policy of letting things go, and chancing to whatever might happen to the property. No one could accuse him of having advocated that land or property should not bear its fair share of the burdens of the State, but if the Minister had the power to take possession of land, there should be a proviso whereby, if the land were leased or sold, after the debt was satisfied, the balance remaining should be handed over to the person, who, by the certificate of title was recognised as the owner of the land?

The Premier: Does that not go without saying?

Mr. GEORGE: The Committee should be informed that that was the case. There had been a difficulty in getting anything except platitudes from the Minister in charge of the Bill.

The Minister for Works: Why do you not read the Bill?

Mr. GEORGE: Instead of interjecting like that, it was the duty of the Minister in charge of the measure to supply the information which was required, and, if a member was not fully apprised of the whole of the particulars, it was for the Minister, without any impertinence, to supply what was asked for.

The CHAIRMAN: The hon. member should not accuse the Minister of impertinence.

Mr. GEORGE had not accused the Minister of impertinence, nor would he be likely to do so. What he said was that it was the duty of the Minister, without impertinence, to supply information.

The CHAIRMAN: The hon. member was making an inference.

Mr. GEORGE: Then the inference would be withdrawn, and he would say that it was for the Minister, with as much pertinence as possible, and with as much courtesy as he could find, to supply the deficiencies of hon. members whenever they were seeking information. If the Minister assured him that there was a provision in the Bill to meet the objection, he would be satisfied.

The Premier: Look at Clause 141.

Mr. GEORGE: In the circumstances he felt disposed to move that the debate be adjourned.

The CHAIRMAN: Such a motion could not be taken.

Mr. ANGWIN: The powers of leasing given under the clause would not be of very much use to the Minister, whatever might be the utility of the power to sell. Since the alteration of the Municipalities Act, giving the power to lease, more rates had been left unpaid than ever before. The member for Murray was to be complimented on his endeavours to prevent any powers being given in the Bill to force the owners of large areas of land to pay their rates.

Mr. George: I do not want to prevent them from paying rates.

Mr. ANGWIN: Notwithstanding the assurance given, the hon. member had opposed every clause, the object of which was to make the scheme financially safe and sound. However, the Minister would not obtain much under the leasing powers except, indeed, the land happened to be in a good, central position. In most cases it would be found impossible to lease the land. Rates would have to be paid for the carrying on of the scheme, and if the Minister had not sufficient power to safeguard himself he would find that those people who did pay would have to pay inordinately increased rates to make

up the deficiency caused by the non-payment of rates on vacant land.

The MINISTER FOR WORKS: Hon. members would see that power was given to lease the land and, after seven years, to sell it. These were the same powers as were given in the Municipalities Act dealing with practically the same area. The power of leasing would be of great benefit, and it was necessary to have it.

Mr. McDowall: Is not the power to sell given after five years?

The MINISTER FOR WORKS: Yes; it was not seven years. It was three years for leasing and five years for selling. The power to lease would be of considerable value, more especially in the metropolitan area, where there was a demand for leasehold properties. After the rates had been recovered the balance would be accounted for to the owner.

Clause put and passed.

Clauses 139 to 147—agreed to.

Clause 148—Duty of clerk to convey:

The MINISTER FOR WORKS moved an amendment—

That the following words be added to the clause:—"Except any tax, rate or charge imposed by or under any statute other than this Act."

That was to say, the land had to be conveyed free of encumbrances, except for any rates or taxes that might be due.

Amendment passed; the clause as amended agreed to.

Clause 149—agreed to.

Clause 150—Transfer of assets and liabilities of Metropolitan Board of Water Supply and Sewerage:

The MINISTER FOR WORKS moved an amendment—

That all the words after "shall" in line 2 be struck out and the following be inserted in lieu:—"commencement of this Act by force of this Act alone be and become the assets and liabilities of the Minister."

Amendment passed; the clause as amended agreed to.

Clause 151—Transfer of works from Minister:

The MINISTER FOR WORKS moved an amendment—

That all the words after "shall" in line 1 be struck out and the following inserted in lieu:—"cause statements to be prepared—

(a) of all works transferred from the control of the Metropolitan Board of Water Supply and Sewerage and by this Act vested in the Minister; and

(b) of all moneys expended from time to time out of moneys appropriated by Parliament to the construction of works under this Act or any Act hereby repealed.

(2.) The Minister shall, with the approval of the Governor, determine the amount expended on the works transferred as aforesaid.

(3.) The amount so determined, and all moneys so expended, shall be a liability of the Minister to the Colonial Treasurer, and interest at such rate, not exceeding four pounds per centum per annum, and contribution to a sinking fund at such rate, not exceeding one pound per centum per annum, shall be chargeable thereon, as the Colonial Treasurer may determine."

(4.) The Minister shall, with the approval of the Governor, allocate to each district an apportioned amount of all moneys which shall have been expended on works at the commencement of this Act, and thereafter the Minister shall allocate to each district such further capital expenditure as may be for the benefit of that district, and in the event of further expenditure of moneys upon works which are for the benefit of more than one district then the allocation of the capital charges to each district affected shall be adjusted by the Minister, and such allocation shall be made in the proportion of the population served in each district.

(5.) The Minister may, with the approval of the Governor, from time to time, re-allocate the capital expended for the time being to the several districts."

Mr. BOLTON: The Minister's proposal did not seem to be as clear as the clause in the Bill. Subclause 2 as

printed in the Bill provided that the Minister should allocate to each district the proportion of the amount expended in such district at the commencement of the Act; but now the proposal was that the Minister should allocate to each district a proportionate amount of all moneys expended on works at the commencement of the Act, which apparently meant that if Fremantle were supplied with a sewerage scheme Perth would be asked to contribute its share of the cost of that sewerage scheme. Expenditure in a district should be allocated to the district, but it was not right that if money was spent outside a district before the commencement of the Act when that district came under the Act it should pay a proportion of the amount.

The MINISTER FOR WORKS: There was no intention of saddling Fremantle with any expenditure that did not belong to Fremantle. The clause as originally drafted did not provide for expenditure on works outside the whole area, or outside any district. For instance, the expenditure on a new reservoir in the hills would be expenditure outside the whole of the metropolitan area, and it was necessary for the Minister to have power to allocate the expenditure on such a work to the district receiving the benefit from it.

Mr. Bolton: Only to the district benefiting?

The MINISTER FOR WORKS: Absolutely to each district according to the benefit it derived. Until there was one general scheme of water supply for the whole of the metropolitan area, it was necessary to divide the area into the districts that had their own schemes, such as Fremantle, Claremont, and Guildford, if Guildford came in; and it was necessary to allocate any expenditure outside any particular district to the district. As the clause was drafted it dealt with everything within a district but left out any expenditure outside. The clause was now drafted to give the necessary power to allocate outside expenditure to the district concerned.

Mr. GEORGE: There was a great loss in connection with the Mundaring scheme, probably £100,000 a year, and water was supplied from the weir to Midland Junction and Guildford, and some of it was brought into Perth. Was it intended under this proposal of the Minister's to apportion the loss on the Goldfields Water Scheme to the metropolitan area? It was possibly a means by which a loss in another part of the State might be in an insidious manner put on parts of the metropolitan area. The expenditure dealt with in the proposal should be on works that distinctly belonged to the particular district on which the charge was intended to be made.

Mr. BOLTON: The first paragraph of the Minister's proposal referred to all works transferred from the control of the Metropolitan Board of Water Supply and Sewerage, and vested in the Minister. This formed the principal part of the money expended before the commencement of the Act, and one was anxious to see that Guildford was not saddled with a certain over-capitalised water scheme that would now come under the control of the Minister. It seemed that districts not served by that scheme would come under a certain amount of taxation to make up for the payment incurred on works before the commencement of the Act.

Mr. FOULKES: If a six-inch pipe brought Mundaring water to Claremont, would Claremont be liable for a proportion of the original cost of the Mundaring weir?

Mr. JOHNSON: When Guildford and Midland Junction were supplied from Mundaring a certain proportion of the actual cost of the reservoir was charged up against Guildford and Midland Junction. The towns were not charged with anything connected with the goldfields main or the pumping stations, but a percentage of the cost of the weir was charged in addition to the actual cost of laying the main from the weir to Midland Junction and Guildford, and the cost of reticulating, and then a rate was struck to pay interest, working expenses, and sinking fund on that cost. If the Minister took over the Midland Junction scheme he would take it over on exactly the same conditions. The

capital cost was there on the books of the department, and a fair percentage was charged up on the capital expenditure of the Goldfields Water Supply.

The MINISTER FOR WORKS: It was wrong to say that a percentage of the cost of the Mundaring weir was charged against the Guildford scheme. It might have been the basis for fixing the price of the water, but there was no proportion of the capital cost of the Mundaring weir charged. Water was sold at a certain price per thousand gallons through a meter.

Mr. Scaddan: What is the difference: how did they arrive at that charge?

The MINISTER FOR WORKS: That mattered not: there was no transfer of a portion of the works.

Mr. Johnson: There was no need to transfer, because it is under the same administration.

The MINISTER FOR WORKS: Water from the weir was sold to Guildford at so much per thousand gallons, and the water that came to Perth was charged up at so much per thousand gallons. It did not matter how the price was arrived at, though what the hon. member said might have been taken as a basis for fixing the price; but Guildford was given no interest in the weir, and nothing could be transferred unless it represented an interest in the weir.

Mr. TAYLOR: Is the whole of the capital cost of the weir charged to the Goldfields Water Scheme?

The MINISTER FOR WORKS: Certainly. Guildford had no property in it. The main from Mundaring to Guildford was charged against the Guildford scheme, and the main from Guildford to Perth was charged against Perth. Perth paid Guildford for the water, and Guildford paid the Mundaring weir. We could not possibly put in the Act how we were to adjust this matter. The proper way was to adjust it on the price of the water supplied. The same conditions as applied to Perth would apply to Claremont in this respect. In regard to the over-capitalisation of any scheme Perth would have to bear the cost of its own scheme. That was the reason for keeping separate districts. If there was one general district then each locality would bear a proportion of the over-capitalisation of the Perth scheme if there was any, but the goodwill paid for when the Perth waterworks were purchased from the original owners had been gradually reduced until now little over £30,000 was standing to the debit, and probably before the new scheme was in working order the whole sum would be paid off. However, it was to obviate any unfairness in this direction that it was proposed to keep the districts separate in the metropolitan area. The allocation would be made on fair grounds. The works for Perth would be charged to the Perth district, including the main that tapped the Guildford supply: the works for Claremont would be charged to the Claremont district, and so with regard to the Fremantle works. Each district should bear its own burden, but when we came to the general scheme for the whole of the districts, and the general administrative charges, they would have to be allocated among the lot.

Mr. GEORGE: The Minister must be wrong in his account of the way in which the different districts would be charged for water. There would be but the one main for the water supply from the dam to Guildford, Perth, Claremont, Fremantle, and to all the places in the metropolitan district: and surely the Minister was not going to say that although the wants of Guildford would be supplied by a main having a capacity of one million gallons a day, still, if the main had to bear a capacity of ten million gallons a day, so as to supply the whole of the metropolitan area, Guildford alone would be charged up with the cost of a main greatly in excess of its immediate personal requirements.

The Minister for Works: It is all adjusted in the price.

Mr. GEORGE: Then the sum was not apportioned as the amendment stated. What would be done was that the Minister would make the districts bear their proportion of the loss going on in connection with the goldfields water scheme. The loss now being experienced in connection with that work was compara-

tively small to what it would be in the future, and it was just as well for members to realise at once that that big loss in the future would have to be borne by the people down here.

Amendment put and passed; the clause as amended agreed to.

Clause 152—Revenue, how applied:

The MINISTER FOR WORKS moved an amendment—

That lines 1, 2 and 3 be struck out and "all revenue received by the Minister from rates, charges, rents or otherwise under this Act, shall be collected and received by him or his authorised officers and paid to the colonial Treasurer, and shall be applied in the manner following, that is to say," inserted in lieu.

Amendment passed.

Mr. GEORGE: Paragraph (d) of the clause provided that revenue could be spent in the construction, extension, and improvement of works. Surely it was not right that in connection with a scheme of this sort rates and charges representing revenue should be used for construction purposes, and on works that ought to be constructed out of loan money. Elsewhere in the Bill the Minister was given power to construct works, and to borrow money for their construction. Where that power existed revenue should not be used for the purpose, otherwise the rates would be kept right up to the maximum. He moved an amendment—

That paragraph (d) be struck out.

The MINISTER FOR WORKS: The power given in the paragraph was necessary. It only gave the Minister power to spend, perhaps, a small portion of the revenue on works and very often works had to be done out of revenue. The same thing happened in connection with the railway system, and without doubt the hon. member himself, when in charge of that department, frequently used such money for the construction of small works. In practice it was found that one had at times to use revenue for such purposes. There was not much danger of the amount being large, and there was the advantage that by spending the money the capital cost was always being reduced while the assets of the undertaking were being increased. If there were a small surplus it was wise to spend it in small works. At times also it was difficult to draw the line betwen the works that should be constructed out of loan and those which might be constructed out of revenue. He opposed the amendment.

Mr. GEORGE: As was always the case, the Minister opposed the amendment. Had it been suggested by a member of the Opposition it would have been accepted at once. It was to be regretted that the Minister continued the practice of so frequently referring to the time when he (Mr. George) was in charge of the railways. If this were to continue he might retort by saying something the Minister would not like. It was just as well to let sleeping dogs lie, and not to raise unpleasant memories.

The Minister for Works: You can rouse anything up you like so far as I am concerned, and you know it.

The CHAIRMAN: Order.

Mr. GEORGE: Is the Minister in order in addressing me directly as he has done.

The CHAIRMAN: The hon. member must keep to the question.

Mr. GEORGE: It was always his desire to keep to the question, and he would not have departed from that course had not the Minister very rudely interrupted him. The Minister had tried to let the House understand that in the Railway Department it was customary to spend revenue on works commonly known as betterments, but the Auditor General had ruled there was no power to use revenue on these betterments. There was no objection if there were a surplus to revenue being used for improvement works, but there was a vital objection to using revenue for the construction of works. No works should be constructed out of revenue that ought to be constructed from loan. For the manufacture of new works revenue should not be used, and if the words "construction, extension, and" were struck out from the paragraph, there would be no objection to retaining the

words "improvement of works." It was to be regretted that he had felt it incumbent to make remarks which hurt the feelings of any member. He would again remind the Minister of the old adage, "Let sleeping dogs lie."

The CHAIRMAN: The remark of the hon. member approached very closely to an insinuation against the Minister; such insinuations must not be made.

Mr. GEORGE: No insinuation had been made against the Minister; he did not deal in insinuations as a rule. What he desired to do was to withdraw his amendment to strike out the whole of the paragraph and substitute another to delete the words "construction, extension."

Mr. Angwin: I object to that.

The CHAIRMAN: The amendment could not be withdrawn.

Mr. FOULKES: It might be advisable to make provision in the paragraph for repairs, but perhaps in the first paragraph the words "maintenance and management" included repairs. Then there was no provision, as far as could be seen, in any part of the Bill for the presentation of a report from the Minister to Parliament with regard to the management, and members would not, therefore, know how the scheme was proceeding, and what works it was proposed should be carried out.

Mr. DRAPER moved an amendment on the amendment—

That in paragraph (d) the words "construction, extension," be struck out, and "repairs" be inserted in lieu.

The object was to modify the amendment moved by the member for Murray.

Mr. ANGWIN: If the Minister had a small balance over he would pay that sum of money into the Consolidated Revenue, and would borrow for the purpose of making the extensions.

Mr. JOHNSON: It was essential that the Minister should have the power, if necesary, to construct from revenue. If the amendment suggested were adopted, it would make it compulsory on the part of the Minister to spend loan moneys on every little thing which was required, and there was always a difference of opinion as to whether a work was construction work or not. The member for Murray knew of the difficulty in the discrimination between what was construction work and what was not. If it were made mandatory for the Minister to use loan moneys, in any instance where the Minister would have the slightest shadow of a doubt, he would have to borrow money for the work. The Minister would not be likely to use revenue for large construction works, but he would occasionally use a small amount from revenue for small works.

The MINISTER FOR WORKS: In Clause 114 the principle had been adopted of rating for various purposes, in consequence of which Clause 152 would have to stand as it was printed. Clause 114 provided that separate rates should be made for each district, and for various purposes, among others being :—"To provide funds for the construction, extension, and improvement of such works in the district as may be constructed, extended, or improved out of revenue."

Mr. George: What is to prevent that clause being recommitted and altered?

The MINISTER FOR WORKS: That clause ought to be allowed to stand, but there would not be any objection to similar words being added to paragraph (*d*) of Clause 152.

Mr. DRAPER: It was not correct to say that if the amendment he had moved were carried, it would be worse for the ratepayers. It had to be pointed out that the moneys received were ear-marked. If the amendment were not passed the effect of the paragraph would be that the rates, which rightly were for the purpose of maintenance, might be applied to construction and extension. The member for Guildford had held that if the power were taken away the Minister would be very much hampered, because he would have to borrow money for every little extension. But, after all, borrowing money only meant that the Treasurer would run to the Savings Bank; so the practical difficulty suggested by the member for Guildford disappeared.

Mr. GILL: The words proposed to be struck out were quite necessary to the carrying on of the works. The idea of having to go to the Savings Bank every time £5 was wanted for the work was ridiculous. Any small balance that might

be left over from the rates could well be expended on these trifling works. There would be no occasion to limit the amount, because the people would not permit the Treasurer to tax them to such an extent as to have sufficient money in hand to carry out large works.

Amendment on the amendment (Mr. Draper's) put and negatived.

Amendment (Mr. George's) put and negatived; the clause, as previously amended, agreed to.

Clauses 153 and 154 (consequently amended)—agreed to.

Clauses 155 to 165—agreed to.

Clauses 166 to 177 (consequential)—struck out.

Clause 178—By-laws:

Mr. JOHNSON: Without any desire to move an amendment he would like some information from the Minister as to what provision had been made against any failure of the septic tank system. For instance, when sloppy, greasy kitchen water got into the tanks it very often spoilt them altogether. Again, there was a similar danger when any paper but sanitary paper was used in the closets. Was it proposed to take any course to prevent these contingencies arising.

Mr. GEORGE: What the member had stated with regard to greasy water was quite correct, and so too in respect to the use of other than sanitary paper. At the same time instances had occurred in which none but the proper sanitary paper had been used, and yet the tank had failed. However, it was too late now to do anything, or to say anything. The only course left was to give the system a trial. It would be comforting to have an assurance from the Minister that the department had made provision against any serious trouble. As for preventing paper other than sanitary paper from getting into the system it was an utter impossibility, for by-laws notwithstanding, it would be impossible to say from which closets the deleterious paper had come.

The MINISTER FOR WORKS: Whereas there might be some trouble of the description mentioned in small septic tank systems, it was practically unknown in the larger systems, and disinfectants and grease from slops of scullories were so diluted that they caused no trouble. There was plenty of power to make by-laws to control anything necessary.

Mr. SCADDAN: Did the Minister propose to provide in the by-laws that all persons performing plumbing work should be licensed, because the difficulty was that often the employer obtained a license and sent out unlicensed men to perform the work?

The MINISTER FOR WORKS: The intention was that every man working as a plumber should be licensed whether an employee of the department or an outside plumber. The plumber's assistant would not need to be licensed, but must work with a licensed plumber.

Mr. SCADDAN: There was no desire that plumbers' assistants should be licensed, but there were cases where the licensed plumber had not been anywhere near a job. Would that be prevented in future?

The MINISTER FOR WORKS: That was the intention. The inspector looking after the work would see that the men were licensed.

Mr. ANGWIN: Was it necessary for a man who put down drain pipes to be a licensed plumber?

The MINISTER FOR WORKS: This only referred to plumbing work.

Clause put and passed.

Clauses 179 to 184—agreed to.

Clause 185 (consequential)—struck out.

Clauses 186 to 198—agreed to.

Clause 199 (consequential)—struck out.

Clause 200—agreed to.

New clauses:

On motions by the Minister for Works new clauses were inserted, as on Notice Paper, to stand as—141 (accounts), 142 (books may be inspected), 143 (accounts to be balanced), 144 (accounts to be audited), 145 (accounts and auditor's report to be laid before Parliament), 11 (Minister not to be personally liable), 12 (Minister may delegate his powers).

First schedule:

Mr. SCADDAN: Consideration of the schedules should be postponed, as some

needed re-drafting owing to alterations made in the Bill.

The MINISTER FOR WORKS: None of the schedules required re-drafting, although some would come out in consequence of amendments carried.

Mr. DRAPER: It would be advisable to adjourn the discussion on the schedules. Personally he had amendments to move to some of them. There was a most important clause left out of the Bill.

The CHAIRMAN: The member could not go into the clauses now.

Schedule put and passed.

Progress reported.

House adjourned at 10.45 p.m.

PAIR.

Hon. J. Price	Mr. W. Price

Legislative Assembly,

Tuesday, 9th November, 1909.

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

ELECTION RETURN—KATANNING.

The Clerk announced the return of writ for the election of a member for Katanning, showing that Mr. Arnold Edmund Piesse had been duly elected.

Mr. Piesse took the oath and subscribed the roll.

PAPERS PRESENTED.

By the Premier: 1, Statistics relating to Pearling Industry—Return ordered on motion by Mr. Troy. 2, Public Service Commissioner—Report to 30th June, 1909. 3, Fremantle Harbour Trust Commissioners—Report to 30th June, 1909. 4, Commissioner of Taxation—Report for 18 months ended 30th June, 1909. 5, Report on North-West Shipping—Return ordered on motion by Mr. Underwood. 6, By-laws passed by the Mullewa Local Board of Health.

By the Minister for Railways: By-laws for the conduct of licensed private luggage porters on Government Railway premises.

QUESTION—RAILWAY COAL SUPPLIES, COLLIE.

Mr. A. A. WILSON asked the Minister for Railways: What was the exact wording of the decision of the Government in February, 1908, that fixed the equitable price per ton, and sliding scale conditions, for Collie coal supplies to the Government Railways, as based upon the railway prices of the imported coal?

The MINISTER FOR RAILWAYS replied: That the colliery owners be advised that the Government, as from 1st February of this year, would pay 10s. 3d. per ton for approved Collie coal of 10,500 B.T.U. or more, the price of same to be reduced according to lesser calorific values, such price of 10s. 3d. being fixed as its equitable value to Newcastle coal when the contract price for same is 18s. 11d. per ton in the ship's slings, Fremantle; the price to be paid by the Government for Collie coal to rise or fall in proportion to the contract price for Newcastle, but that the maximum price shall not exceed 12s. per ton and minimum price to be not less than 8s. 9d. per ton; the colliery owners to undertake to accept a proportionate reduction in price if Newcastle contract price should become less than 18s. 11d.; on the other hand, the Government to undertake to pay a proportionate increase if the Newcastle price should be increased, and the undertaking to hold good for a period of two years from 1st February, 1908.