Legislative Council,

Tuesday, 18th October, 1898.

Petitions (Kalgoorlie): Goldfields Act Amendment Bill—Papers presented—Joint Committee: Refusal to Answer Question; Mr. Wainscot at the Bar—Question: Esperance Garden Sections—Question: Coolgardie Goldfields Water Scheme, Survey—Motion: Standing Orders Suspension, to expedite Bills—Motions (2): Leave of Absence—Coolgardie Goldfields Water Supply Construction Bill, third reading—Goldfields Act Amendment Bill, in Committee, clause 7 to end, reported—Zoological Gardens Bill, first reading—Coolgardie Mining Exhibition Bill, first reading—Bills of Sale Bill, first reading—Marriage Act Amendment Bill, first reading—Joint Committee's Report on Bankruptcy Administration: Consideration in Committee; Report adopted—Bankruptcy Act Amendment Bill: Legislative Assembly's Amendments, considered—Municipal Institutions Act Amendment Bill, in Committee, progress reported on new clause—Land Bill, in Committee, clauses 1 to 161; progress reported—Roads and Streets Closure Bill, No. 2 (Bardoc, Beverley, etc.), first reading—Adjournment.

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

PRAYERS.

PETITIONS (KALGOORLIE): GOLDFIELDS ACT AMENDMENT BILL.

HON. H. G. PARSONS presented three petitions signed by residents at Kalgoorlie and Boulder, praying for rejection of the Bill.

Petitions received and read.

PAPERS PRESENTED.

By the COLONIAL SECRETARY: Land alienated in the divisions of the colony, Return as ordered. Loan Estimates for the year. Gold Return as ordered, showing amount and value of gold raised in and exported from the colony.

Ordered to lie on the table.

JOINT COMMITTEE: REFUSAL TO ANSWER QUESTION.

MR. WAINSCOT AT THE BAR.

THE PRESIDENT: Black Rod will request the presence of Mr. Wainscot at the bar of this House.

Black Rod retired and conducted Mr. Wainscot to the bar.

THE PRESIDENT said: Mr. Wainscot, it has been reported to this honourable House, by the chairman of the Joint Select Committee appointed to report upon the bankruptcy administration, that on the 8th day of October he asked you the following question: "Would you tell the Committee what sums you have received up to the present time as official liquidator of that (*Courier*) Company," and you refused to answer that question. I now, as President of this Council, ask you the same question. Will you tell this House what sums you have received up to the present time as official liquidator of the *Courier* Company.

MR. WAINSCOT: My reply, Mr. President and gentlemen, is that owing to change of circumstances since that occurred, I am quite willing to give the Select Committee every possible information within my power, as I have always been ready and willing to give that information to the parties whom I consider entitled to receive it.

THE PRESIDENT: Then will you give that information now?

MR. WAINSCOT: The total deposits in the bank, £5,059 4s. 11d.; the total cheques drawn—this is an account up to last Thursday—£5,095 14s. Since then there have been moneys paid into the bank, of which I have not the particulars here, but I can give the House the full report and full particulars which I gave to the meeting of creditors which I convened at Coolgardie on Friday last. If the House would like me to read my report, I should be very glad to do so. The report is very full, and contains every particular and information concerning my administration of that estate; and a vote of thanks was accorded to me by the creditors, who were hostile to me, at the end of that proceeding.

THE PRESIDENT: The Colonial Secretary does not think it necessary for you to read the report, if you will hand it in.

MR. WAINSCOT: With pleasure. [Report in newspaper print handed in.]

HON. F. T. CROWDER: Might I ask if he hands that statement in signed by himself?

THE PRESIDENT: You cannot ask that. (To Mr. Wainscot): I assume you admit this is a correct statement.

MR. WAINSCOT: Absolutely.

THE PRESIDENT: You may withdraw.

[Mr. Wainscot withdrew.]

QUESTION: ESPERANCE GARDEN SECTIONS.

HON. C. E. DEMPSTER asked the Colonial Secretary—1, If title deeds have been issued for garden sections at Esperance on Dempster Head. 2, Have inquiries been made as to whether the required improvements have been made to entitle the holders of those garden leases to their titles?

THE COLONIAL SECRETARY (Hon. G. Randell) replied:—1, Yes; two garden areas have been granted in the vicinity of Dempster Head. 2, Yes; the improvements were reported on by the resident magistrate at Esperance.

QUESTION: COOLGARDIE GOLDFIELDS WATER SCHEME, SURVEY.

HON. C. E. DEMPSTER asked the Colonial Secretary, if the pipe line for the Coolgardie goldfields water scheme is being surveyed by contract or arrangement with employees; and what will be the estimated cost per mile under the present arrangement and staff?

THE COLONIAL SECRETARY (Hon. G. Randell) replied:—The survey of the pipe line is being carried out departmentally, and no contract or arrangement with employees has been entered into. It is estimated that the cost of the survey remaining to be done, namely, from Northam to Coolgardie, will be about £4 per mile.

MOTION: STANDING ORDERS SUSPENSION.

TO EXPEDITE BILLS.

THE COLONIAL SECRETARY (Hon. G. Randell) moved "That, in order to expedite business, the Standing Orders relating to the passing of public Bills, and the consideration of Messages from the Legislative Assembly, be suspended during the remainder of the session."

Question put and passed.

MOTIONS (2): LEAVE OF ABSENCE.

THE COLONIAL SECRETARY, without notice and by leave, moved that leave of absence for the remainder of the session be granted to the Hon. J. H. Taylor. The reasons which Mr. Taylor had given why leniency should be extended to him were reasonable, and he hoped hon. members would cheerfully accede to Mr. Taylor's request.

Question put and passed.

On motion, without notice and by leave, by HON. R. S. HAYNES, leave of absence for the remainder of the session was granted to the Hon. F. Whitcombe.

COOLGARDIE GOLDFIELDS WATER SUPPLY CONSTRUCTION BILL.

Read a third time, on the motion of the COLONIAL SECRETARY, and returned to the Legislative Assembly with amendments.

GOLDFIELDS ACT AMENDMENT BILL.

IN COMMITTEE.

Clauses 1 to 9, inclusive—agreed to.

Clause 10—Repeal of section 36:

HON. H. G. PARSONS moved, as an amendment, that the clause be struck out, and the following inserted in lieu thereof:—

In case any ground, the subject of an application for a lease shall, in the discretion of the warden, be found to contain a deep lead or alluvial formation at a depth of over 150ft., and in wet ground of such a character that a plant of steam machinery shall be necessary to the profitable working thereof, the provisions of clause 9 (warden may obtain report on application for lease) shall not apply to such ground.

Although a great deal had been said within his constituency against this amending Bill as it stood, he did not intend to oppose it, or to hamper its passage, although a large section of his constituents were decidedly opposed to the measure. His (*Mr. Parsons'*) opinion was that the Bill was a workable compromise, and the best compromise that could be effected in the interest of the colony and the gold-mining industry as a whole. At the same time, after the petition which had just been read, and which was couched in reasonable language, the Government ought to see that some consideration should be given to the alluvial industry. The surface rights of the alluvial man were sufficiently guarded under the Mining Bill, but a rock could be seen ahead on which both the alluvial men and the reefers would find themselves in danger of shipwreck. There was a strong probability of very rich ground being found at a depth—to mention one place alone, between the Boulder and the

Lake, where the ground was of such a nature that water would be found in the shafts at 25 or 30ft. This meant that if a deep lead were found at 150ft., a heavy pumping plant would have to be kept, and such plant could not be laid down at less than £7,000. If such a plant had to be provided, the land could not be called one-man's ground; and, in the interests of alluvial mining of the future, he would like to see some provision such as he had suggested introduced into the Bill. It was true there was power under the Act to do something of the kind he had suggested; but, as we had been working for years under the Act, the provisions could not be explicit enough to make the warden exercise the extraordinary powers in the interest of those persons who had been venturesome enough to work ground of the kind. It was well known that when matters had reached a certain stage, as in Victoria, extraordinary powers were exercised by the Minister and wardens. For the last two years in Victoria the Minister had granted monopolies which would not be dreamed of in this colony. At the same time, in the interests of the alluvial mining, the produce of which was spent in the colony, every consideration should be shown to this branch of the industry.

THE CHAIRMAN: The hon. member had better introduce his amendment as a new clause at the end of the Bill.

THE COLONIAL SECRETARY expressed the hope that hon. members would not agree to the amendment. Clause 10 had received great consideration, and it altered the law to some extent, inasmuch as it gave security of tenure to the leaseholder. It was a provision which had been asked for for years, and in the best interests of gold-mining it was to be hoped the clause would be kept in the Bill. He proposed to make one or two alterations in the clause. This question had been fully discussed, and it was realised, as an absolute necessity, that there should be some provision in the direction he had indicated.

HON. A. G. JENKINS: Clause 10 ought to be struck out of the Bill. The only result of the clause would be to throw out of work thousands of men who were at present earning a living by digging for alluvial gold on the fields. These men would be thrown into the labour market, in which they would cause a glut, and bring about a reduction of wages. It was necessary, in consequence of the high cost of living on the fields, that wages should remain as at present, because the higher the wages were the more money there was circulating, and the more prosperous the colony became. No representative of the goldfields dare proclaim himself in favour of repealing section 36, the unanimous feeling amongst alluvial men being that they should not be debarred from going on leases subject to the restrictions of the Act as at present drawn. He himself had been deluged with letters from various organisations throughout the fields in support of the stand he was now taking, whereas the petitions received in favour of the proposal of the Colonial Secretary were from one hundred gold-mining companies, of which three-fourths were of no status at all. With the exception of the trouble on the Ivanhoe Venture lease, there had not been the slightest friction between the alluvial miner and the leaseholder, and the main argument for the repeal of section 36 was that it prevented British capital coming into the colony. But the fact that alluvial men were on leases did not prevent capital coming here. The main thing that had prevented capital coming into this colony was the flotation of rotten companies by rascally promoters on the British market. If the company promoter and the expert had been more careful in their reports there would have been more British capital in the colony than at present. The position taken up by the alluvial men did not prevent the influx of capital to the extent alleged. We all paid great regard to the British capitalist, but it was possible to pay too much for British capital. The British capitalist did not invest his money without a prospect of return from the genuine mines of the colony, and for the last year there had been a very fair return already. Every decent mine was owned by the British capitalists, and every dividend went away to pay the interest; and if we were not careful to protect our industry, we would find that, as in the Transvaal, we would become insolvent by the drain of money from the country. It was no good hiding from ourselves that all our mines were not Lake Views or

Great Boulders, and that, with the exception of a few properties, very few mines were dividend-paying, and if alluvial men were to be driven off a leasehold, as proposed——

THE COLONIAL SECRETARY: No, no.

HON. A. G. JENKINS: That was the proposal.

HON. F. T. CROWDER: No.

HON. A. G. JENKINS: That was his opinion, and he believed the opinion to be correct. If the proposed amendment had been in force, the gold at Kanowna would have been locked up except to the leaseholder, who would perhaps have employed only the statutory number of men. If that had been the case, instead of a prosperous town and millions of tons of ore ready to be treated, there would have been a small community living on one another.

HON. F. T. CROWDER: There were no reefs at Kanowna

HON. A. G. JENKINS: On these leaseholds there were reefs, and this alluvial had been found in conjunction with reefs; and if this amendment had been in force, the alluvial men could not have worked on the leases and got gold. It would not pay a company, in lots of cases, to work alluvial; and there ought not to be taken away from the alluvial man what he considered to be his right by Act of Parliament. The alluvial miners were entitled to consideration just as much as the leaseholders; and some thousands of men would suffer a grievous wrong if clause 10 were allowed to stand, and section 36 of the Act of 1895 were repealed. This was not the time to repeal section 36, and it would be better to postpone the consideration of the clause until the goldfields had a better representation in this House; in other words, until there was a redistribution of seats. The communities on the goldfields had almost unanimously declared against this clause 10.

THE COLONIAL SECRETARY moved, as an amendment, that in line 7, after the word "Parliament," the words "any portion of" be struck out.

Put and passed.

THE COLONIAL SECRETARY moved, as a further amendment, that the first proviso be struck out, and the following inserted in lieu thereof:—

> Provided that the applicant may mark off any portion, not exceeding one-third of the area of the land applied for, and shall have the exclusive use of such portion for his buildings, shafts, and workings, until the lease is granted or refused.

The object was to secure one-third of the area for the leaseholder, and the amendment was necessary in order to make the clause quite clear. Hon. members would see that the alluvial miner was amply protected by the clause, as a whole, and especially by the proviso.

Amendment put and passed.

HON. A. P. MATHESON: Mr. Jenkins had fairly set before the Committee the general view held by the alluvial men on the fields in regard to this clause. He (Mr. Matheson) had been inundated with correspondence on the subject. Objection to the provision really arose from a mistaken reading of clause 10, in conjunction with clause 9. Clause 9 entirely depended on the action of the warden; and if this clause were properly and effectively put into operation, no alluvial miner would have anything to complain of in regard to the operation of clause 10. If the warden, as frequently in the past, declined to exercise the powers given by the Act, a very great injustice would be done to the alluvial miner; but the Government ought to instruct wardens that they were to give every latitude in the construction of clause 9. If this were done, no possible harm could accrue to the alluvial miner. Practically, what would happen would be that, after pegging, no person who had pegged a lease would be able to get that lease during six months; and the alluvial miner would be able to do just as he liked with a lease, or rather with two-thirds of the area applied for as a lease. The remaining one-third was set apart for the benefit of the applicant, at the suggestion of the member for North-East Coolgardie (Mr. Vosper), in another place; and presumably that hon. member understood the effect on both the alluvial miner and the applicant for the lease. At any rate, knowing that gentleman, it might be taken for granted that this was a fair provision in the interests of the alluvial miner. But, so far as the rest was concerned, no possible injustice could ac-

crue to the alluvial miner if the warden properly exercised the provisions of clauses 9 and 10; on the contrary, if anybody had a complaint, it was the man who pegged the lease and who had to wait six months before he got any possession from the warden. During the six months, the applicant would be expected to work the area—that was the reason for the provision of one-third retention—and finally at the end of six months he might be refused his lease. It was difficult to see in such a clause that the alluvial miner had much to complain of. All the arguments applied to this clause had been on the assumption that the lease was immediately going to be granted, and if that were the case, the alluvial miner would be in a very bad way, for he would practically be in the same position as now; in fact, in a worse position; but the distinct intention of the two clauses was to prevent a lease being granted until everybody was satisfied no alluvial existed.

Clause as amended put and passed.

Clauses 11 to 13, inclusive—agreed to.

Clause 14—Amendment of section 45:

Hon. A. G. JENKINS moved that the clause be struck out, as being practically unworkable. It would, he said, be highly improper that such a clause should come into force. The leaseholder would be able to hold a large area of ground without working it at all, if a discretionary penalty were allowed instead of forfeiture. Under the present Act, great discretion was allowed to the Minister, who never would order forfeiture in a case where there had been *bonâ-fide* work on a lease. If hon. members referred to the report of the Royal Commission on Mining, they would find the view he was now taking fully borne out, and the clause, if passed, would not work at all.

Hon. H. G. PARSONS moved, as an amendment, that the following words be added to the clause: "And such proportion of the fine as the warden shall recommend shall be paid to the applicant for forfeiture." If the fines were to go into the Treasury, no man would come forward and ask for the forfeiture of any lease.

Hon. D. McKay: Were there no inspectors to see that the labour conditions were being fulfilled?

Hon. H. G. PARSONS: There were no inspectors, and if there were, the inspectors could not do this work. The only way in which to have labour conditions enforced was to tolerate jumpers. Unsavoury as the jumper might be, it was necessary to give him some encouragement to make him become a jumper. There must be some prospective reward, or he would not trouble whether a lease were forfeited or not. If inspectors were appointed, they could be "squared."

Hon. A. P. MATHESON: Unless some inducement were held out to people to see that the labour conditions were carried out, there would be no attempt to see that the conditions were fulfilled. It would be nobody's business. He would have favoured the striking out of clause 14, if this amendment had not been moved.

The COLONIAL SECRETARY: It was some years since this question of jumping had cropped up in the Legislature, and a distinct expression of opinion was then given that the practice of jumping was a great danger, and a source of annoyance and trouble. It seemed an extraordinary way of carrying out the goldfields industry, to attempt to evade the labour conditions; but it seemed necessary, in the absence of inspectors, that some such practice should prevail. The gentlemen who had administered the Mines Department had always exercised the greatest care and discrimination in forfeiting leases. The Minister of Mines looked into the evidence fron all sides, and obtained all the information possible before coming to a decision to forfeit a lease; so that to this extent the interests of the leaseholder had been safeguarded. At the same time, there had been a desire expressed for a bill of this nature, and the measure had passed through another place almost unanimously. A large number of representatives of mining interests had agreed to this Bill in another place, and had expressed the opinion that to forfeit a lease for a technical breach of the regulations was too drastic, and that such a clause as the one now before the Committee was desirable.

Hon. A. G. Jenkins: The Minister did not forfeit for a technical breach, now.

The COLONIAL SECRETARY: The clause provided that for the first breach it should be lawful for the Governor to impose a fine as an alternative to for-

feiture, which seemed a reasonable provision.

HON. D. MCKAY: It did not mention the amount of the fine.

THE COLONIAL SECRETARY: That would be fixed by regulation. The clause, as it stood, appeared to be in the interests of the mining industry. It should not be necessary to legislate in the interests of those who jumped claims—men who went round to spy cases and bring trouble upon persons who, to some extent, had not complied with the labour conditions.

HON. H. G. PARSONS: The Colonial Secretary should be serious upon a question which he did not understand, and upon which he knew as much as the Minister of Mines, which was not a great deal. The clause under consideration struck absolutely at the root of the mining industry. The labour conditions would not be enforced, if the clause passed as it stood. His (Mr. Parsons') interests were bound up absolutely with gold mining. He had been responsible for as many as 1,500 acres in the Kalgoorlie district, and he was still responsible for a good many acres; but he might say that the evasion of the labour conditions was absolutely opposed to the interests of the colony as a whole. If there were no labour conditions, there would be no mining industry. How could we expect the working man, who was the ordinary informer, to go into court and inform unless he had some interest in doing so. At one time he (Mr. Parsons) held in his name three of the leading mines of the colony, and he would have owned them now and would have had £3,000,000 to his credit if it had not been for fulfilling the labour conditions. He had to part with those mines, so as to find some one to fulfil the labour conditions. The mines he referred to were the Boulder Perseverance, Great Boulder, and the Boulder Main Reef. He had to find somebody to work those mines, and they were now being worked. In the public interest it was better to have the labour conditions carried out, and he asked how was it possible to expect that labour conditions would be enforced unless some inducement was offered to somebody to see that they were carried out.

THE COLONIAL SECRETARY: The cases which the hon. member had referred to were entirely outside the category of mines which would not fulfil the labour conditions. It would only be in cases of technical breaches of the conditions that the owners would be mulcted in a fine. If he (the Colonial Secretary) was not acquainted with mining, there were many who were acquainted with mining in another place who had agreed to the Bill.

HON. R. S. HAYNES: The Committee should not consent to the amendment. Most of the clauses in the Bill were the result of a compromise by both parties interested—the representatives of the alluvial miner and the leaseholder. The Bill had been carefully debated in another place, where hon. members had put their views clearly forward, and a compromise had been effected. It was desired to pass the Bill with as little amendment as possible, or with no amendment.

Amendment (to strike out the clause) not pressed.

Amendment (to add words) put and negatived, and the clause passed.

Clauses 15 to 23, inclusive—agreed to.

Clause 24—Saving of existing right:

THE COLONIAL SECRETARY moved, as an amendment, that the following words be added at the end of the clause: "excepting as herein specially provided."

HON. A. P. MATHESON: Would the Colonial Secretary point out to what he wished the proviso to refer?

THE COLONIAL SECRETARY: It would refer to the tenth clause, where it said "the 23rd September."

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

Preamble and title—agreed to.

Bill reported with amendments.

RECOMMITTAL.

On the motion of the COLONIAL SECRETARY, the Bill was recommitted for making an amendment in clause 7.

Clause 7—Exemption from labour conditions:

THE COLONIAL SECRETARY moved, as an amendment, that in sub-clause (*a*) the words "in the opinion of the warden" be struck out.

Amendment put and passed.

Bill reported with a further amendment, and the report adopted.

ZOOLOGICAL GARDENS BILL.

Received from the Legislative Assembly, and, on the motion of the COLONIAL SECRETARY, read a first time.

COOLGARDIE MINING EXHIBITION BILL.

Received from the Legislative Assembly, and, on the motion of the COLONIAL SECRETARY, read a first time.

BILLS OF SALE BILL.

Received from the Legislative Assembly, and, on the motion of the HON. A. B KIDSON, read a first time.

MARRIAGE ACT AMENDMENT BILL.

Introduced by HON. R. S. HAYNES, and read a first time.

JOINT COMMITTEE'S REPORT ON BANKRUPTCY ADMINISTRATION.

IN COMMITTEE.

HON. R. S. HAYNES moved:—

That the report of the Select Committee of both Houses of Parliament appointed to inquire into the administration of the Bankruptcy Act, 1892, by the senior Official Receiver (Mr. H. Wainscot), and the administration of the affairs of companies whereof he has acted as liquidator, be adopted; and that a copy of the report and evidence be sent to the Crown Law Department, with instructions to take steps in the matter before the Bankruptcy Court or Criminal Court, or before the Barristers' Board, as may be considered expedient or necessary; and (2) that the foregoing resolution be transmitted to the Legislative Assembly, with a message requesting their concurrence therein.

He said: The report which the Committee have brought in is based on the evidence taken. The Committee sat altogether twelve or thirteen days in taking evidence, and in considering their report, which I hope hon. members will deem moderate and fair; and I further hope that the recommendations of the Committee will be carried into effect, because it is useless to have a report unless some steps are taken on it. There are facts brought to light which I think will warrant hon. members in ordering that certain steps should be taken before long, in order to test the validity of the report, and, if the latter be found correct, to bring the party involved before the court for conduct set forth in the report. It was impossible, of course, for the Committee to deal with matters outside the resolution of Parliament; but there is a certain recommendation, especially in regard to the affairs of Mr. Keane.

HON. J. W. HACKETT: What is the recommendation?

HON. R. S. HAYNES: The recommendation is:—

Your Committee, after making searching inquiries, have found that just prior to Mr. Wainscot's departure for England he received £1,000 by way of loan, without security, from Mr. Edward Keane. Mr. Wainscot at first denied that he received any money, but on the 13th October, having heard of Mr. Keane's statement, he sought an interview with the Committee and admitted he had received £1,000 from Mr. Keane, but said it was for expenses in going to England in connection with the estate, and your Committee did not think it right to pursue the inquiry further. The evidence so far points to a charge of corruption on Mr. Wainscot's part, and your Committee recommend that the evidence be sent to the law advisers of the Crown to advise what steps, if any, should be taken, either criminally or before the Barristers' Board.

It was only after a great deal of difficulty and cross-examination that the Committee became aware of this payment. Mr. Wainscot point-blank denied it when first asked, and subsequently Mr. Keane, when asked, also denied it. On being pressed, however, Mr. Keane admitted he had lent Mr. Wainscot £1,000 without any security, and that this money was lent at a time when Mr. Keane was an undischarged bankrupt and Mr. Wainscot was trustee of the estate. At that time Mr. Wainscot had written a report recommending Mr. Keane's discharge from bankruptcy, without any conditions whatever. It was after receipt of the money that Mr. Wainscot wrote the report; and, as a consequence of that report, Mr. Keane was discharged from bankruptcy without any conditions. Although the papers show that at that time Mr. Keane was in receipt of £1,500 a year, and that some of the creditors had asked that £500 of his income should be set apart for their benefit, leaving him £1,000 a year to live on, yet the Official Receiver did not think fit to act on the suggestion of the creditors, and Mr. Keane was released unconditionally. Mr. Wainscot heard of this evidence, and he made an explanation to the Committee; but his explanation was somewhat peculiar. He came before the Com-

mittee and admitted he had received £1,000, but said he had received the money, not by way of loan, but for the purpose of going to England to make inquiries in regard to the estate. Mr. Wainscot made a long, rambling, and unsatisfactory statement as to why he went to England; but, as a matter of fact, immediateiy this £1,000 was received by Mr. Keane and came into his possession, it became the property of his creditors. Mr. Wainscot said the money had been borrowed by Mr. Keane; but it must be repeated that, directly the money came into Mr. Keane's possession, by the operation of the law it became divisible amongst his creditors, and should have been handed over to the trustee for that purpose. Mr. Wainscot was asked whether the creditors had been consulted, and he said they had not; and, strange to say, three or four days after the money had been lent, Mr. Wainscot was removed from the trusteeship. Mr. Wainscot had reported that the estate could be dealt with summarily as not likely to produce more than £200; but he was removed because it was shown that the estate would produce more than that amount. But while he was trustee, and while he had reported that the estate was not likely to produce more than £200, he received £1,000 from Mr. Keane. I will not say one word with reference to my own opinion, because, if this matter form the subject of an inquiry, it will be wrong to express an opinion. Mr. Wainscot made an explanation, but his explanation was so unsatisfactory that the matter ought to be pursued further. There was a transaction about some shares, which ought also to be inquired into. In addition to that, there was a sum of £247 which Mr. Wainscot had drawn from the various estates, and which belonged to the creditors thereof. Mr. Wainscot was no doubt entitled to some portion of this money, though a very small portion, for travelling expenses. But I have my doubts as to whether the visit to the goldfields, which gave rise to these expenses, was necessary. That, however, is not for me, but for somebody else to decide, and the money ought to be repaid into the Treasury. Mr. Wainscot, as an officer of the Government, drew the money from the Treasury; therefore, he ought to be compelled to pay it back again, and if he fail to do that, he ought to be treated in the same way as any other person who fails in like manner. I will not proceed further, but I add my opinion that a scandalous state of affairs has been shown, and that there has been a deplorable want of supervision in the administration of the Bankruptcy Act.

Question put and passed.

Resolution reported, report adopted, and a message accordingly transmitted to the Legislative Assembly.

BANKRUPTCY ACT AMENDMENT BILL.

LEGISLATIVE ASSEMBLY'S AMENDMENTS.

Schedule of nine amendments, made by the Legislative Assembly, considered.

IN COMMITTEE.

HON. A. B. KIDSON (in charge of the Bill) moved that the Assembly's amendments be agreed to.

Question put and passed.

Resolution reported, and the report adopted.

MUNICIPAL INSTITUTIONS ACT AMENDMENT BILL.

IN COMMITTEE.

On the motion of the HON. A. B. KIDSON, the House resolved into Committee to consider the Bill.

Clause 1—agreed to.

Clause 2—Construction of private streets:

THE COLONIAL SECRETARY moved, as an amendment, that the clause be struck out, with a view to insertion of the following:—

Section 134 of the principal Act is hereby amended by adding the following words thereto:—Provided, notwithstanding anything contained in section 120 of the Municipal Institutions Act of 1895, that the Council shall have power to dedicate any private street to the public use, and after publication of notice thereof in the "Government Gazette" such dedication shall be deemed to be valid and complete, and such street shall thereupon become a public thoroughfare, and shall be noticed and recorded in the Office of Titles, and the Council shall have full power and authority over such street, and may expend money upon it in the same manner as on any other public street.

If his proposal were not adopted, the Bill would not effect the purpose in view. There were many streets in North Fre-

mantle which were less than 66 feet wide, and it was desirable that these streets should be taken over for public purposes.

HON. F. M. STONE said he hoped the Committee would not agree to the amendment proposed by the Colonial Secretary. It was a very dangerous principle we were asked to adopt in this Bill. The measure would not only deal with North Fremantle, but with every municipality; and in Perth there were some wretched little private streets which, after the passing of this Bill, could be taken over by the municipality and macadamised, while under the principal Act it was stated that all public streets should be 66 feet wide and all private streets 33 feet in width. The principal Act should not be tinkered with in this way. By inserting the proposed new clause, we would be undoing the principle which was adopted in the Municipal Institutions Act. If we were only dealing with North Fremantle, perhaps there would be no objection to the amendment.

HON. A. B. KIDSON asked the Committee to agree to the new clause proposed by the Colonial Secretary. The only argument advanced by Mr. Stone was that municipal councils would be able to take over streets under 66 feet wide. That was exactly the object aimed at. This Bill would not compel the councils to take over the streets. There were instances, not only in Fremantle and North Fremantle, but in other parts of the colony, where streets were made long before the Municipal Institutions Act was passed; and unless power was given to deal with these streets, they would remain sand patches for ever. People residing in these streets contributed to the rates, but the streets could not be improved. He had spoken to numbers of persons interested in this matter, and they were strongly in favour of the passing of such a Bill as this. These people had been paying rates for a long time without getting any benefit.

HON. D. K. CONGDON: Some private streets had been in existence for ten years, and people living in these streets had been paying rates all that time.

HON. H. BRIGGS said he knew streets in Fremantle that had been laid out eight or nine years ago to the width of 33 feet, and houses had been built along these streets. The alignments had been made and people residing in these streets had been paying rates for all that time; yet the municipality could not construct these streets.

Amendment (for striking out the clause) put and passed, and the clause struck out.

Question, that the words proposed be inserted:

HON. F. M. STONE: Three or four persons might open a narrow street, and might desire that it should remain a private street; but under this proposal the municipal council could come in and take it as a public street, where the owners did not intend to allow the public to use it. The municipality could come in, notwithstanding that the street might be 10 or 12 feet wide, and declare it a public street, against the wishes of the owners of the land, who might desire it should remain a private street. At the present time, all that councils had to do was to obtain the transfer of the streets to the municipal council; and then they could macadamise them, and do everything they wished to them. The object sought to be attained by the principal Act was to prevent streets of less than 66 feet width from being dedicated as public streets: but this Bill would do away with that principle altogether.

HON. R. S. HAYNES: This was an important matter, and he would like to see the pronosed new clause in print. He moved that progress be reported.

Motion put and passed.

Progress reported, and leave given to sit again.

At 6.30 p.m. the PRESIDENT left the chair.

At 7.30 the PRESIDENT resumed the chair.

LAND BILL.

IN COMMITTEE.

Clauses 1 and 2—agreed to.

Clause 3—Interpretation:

HON. R. G. BURGES moved, as an amendment, that in sub-clause 5, the word "stock" be struck out, and the words "and small stock, including sheep, but not including pigs or goats," be inserted in lieu thereof.

HON. E. M'LARTY supported the amendment, which would be of advantage both to selectors and leaseholders. At the present time leaseholders were subject to a great deal of inconvenience and annoyance, through selectors not having sufficient fencing to keep out all kinds of stock. A leaseholder might take up a block of 2,000 or 3,000 acres, and fence it with the intention of pasturing sheep, but the selector of 100 acres only made a fence of three wires, put up in a very indifferent way, on small posts at considerable distances apart, and this was not sufficient protection against sheep. The result was that the leaseholder was deprived of the use of his lease, because, if he put sheep on his land, they were able to get through a three-wire fence and destroy the crop of a selector, with trouble and loss as the result. It would be in the interest of the selector to have a substantial fence, which would resist sheep as well as large cattle, and there was no hardship whatever. In the provision proposed further on in the Bill, in clause 66, it was provided that a selector who fenced his land with sheep-proof fence would be allowed half the cost of that fence as improvement on his land. He knew many instances where runs were rendered almost useless from the fact of bad fencing by selectors. He leased 500 acres, which he had fenced, but several selections had been taken up, and he was really deprived of using his land at this season of the year, because selectors had cropped part of their lands, and the fencing was so indifferent that the stock could work through as they liked.

HON. C. A. PIESSE cordially supported the amendment. The Trespass Act at the present time, he said, defined a fence as one which would resist great or small stock, including sheep, but not pigs and goats, and the amendment now proposed would assimilate the two Acts.

THE COLONIAL SECRETARY: What was small stock?

HON. C. A. PIESSE: The term "small stock" would embrace calves. This amendment would make the selector protect himself. Under the Trespass Act damages could not be claimed for more than one penny per head, although the crop might be ruined. No hardship would be occasioned by this amendment.

THE COLONIAL SECRETARY: The amendment proposed was a reasonable one; but he intended, later on, to move an amendment in clause 66, that after the word "regulations," in the third line, the words "not being a homestead lease or poison lease" be inserted. He was not quite sure whether that amendment would not affect the latter part of the clause in regard to the half value of the fencing.

HON. F. M. STONE: The Trespass Act already provided all that was contemplated in the amendment. Unless a fence was sufficient to resist cattle or sheep, the owner of a pastoral lease could trespass as much as he liked.

HON. C. A. PIESSE; The desire was to make the Acts both alike.

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

Clauses 4 to 17, inclusive—agreed to.

Clause 18—Priority by lot:

THE COLONIAL SECRETARY moved, as an amendment, that in line 10 the word "other" be struck out. This word had been inserted by mistake.

Put and passed.

HON. R. G. BURGES moved, as a further amendment, that the following be added to the clause: "Provided, however, that notice of such drawing shall be given to the applicant or his agent." There had been great dissatisfaction under the Lands Purchase Act on this point, and it would be much better to allow applicants to be present, than to leave the matter to the officers of the department.

THE COLONIAL SECRETARY explained that, although not so provided in the Act, it was now the practice to notify applicants to attend.

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

Clauses 19 to 21, inclusive—agreed to.

Clause 22—Minister may order surveys of Crown lands, and lands reserved for town and suburban lots:

THE COLONIAL SECRETARY moved, as amendments, that after the words "Surveyor General," wherever they appeared in the clause, the words "or other officer duly authorised in that behalf," be inserted.

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

Clause 23—Loss of leases, etc., and amendment of defective descriptions:

The COLONIAL SECRETARY moved, as an amendment, that after the words "Surveyor General," wherever they occurred in the clause, the words "or other officer duly authorised in that behalf," be inserted.

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

Clauses 24 to 26, inclusive—agreed to.

Clause 27—Land of insolvents to be sold for benefit of creditors:

Hon. R. G. BURGES moved, as an amendment, that after the word "land," in line 12, the following words be struck out, "provided that no person shall be entitled to purchase, as aforesaid, who would not be qualified under the Act to hold such land under conditional terms or otherwise, if such land were open to selection." It was an extraordinary thing, he said, that purchasers should be limited to this small class. If a man was sold up as insolvent, it would be a strange proceeding if the creditors were not allowed to get as much as they could for the land.

Hon. F. M. STONE: Under the law at present, if a man became bankrupt, any property he had was sold by the trustee for the benefit of the creditors, and upon such sale the Commissioner of Crown Lands had the right to say whether he would approve of the purchaser or not. The land was really sold subject to the consent of the Commissioner of Crown Lands. If the words were left out of the clause that would not meet the objection which Mr. Burges had raised.

Hon. R. G. Burges: The clause limited the number of purchasers.

Hon. F. M. STONE: If the land was sold to, say B, who held four or five conditional purchases, the Commissioner of Crown Lands could say that B held sufficient land, and would not consent to take him as the purchaser. Under the present regulations the Commissioner of Crown Lands had to consent to the transfer of a conditional purchase, and if he did not consent, another sale would have to be held. When the land was put up for auction again, the person who purchased in the first instance could get another person to buy for him.

Hon. R. G. Burges: A bogus sale.

Hon. F. M. STONE: That could not be stopped. Suppose the purchaser was the father of a family who had a son over 21 years of age. If the Commissioner of Crown Lands would not consent to the father holding the land, when the conditional purchase was put up to auction a second time the son could purchase it. It was advisable to have this condition in the clause. It was opposed to the principle of the Bill to allow one person to hold a lot of conditional purchase land.

Hon. C. A. PIESSE: The clause did not go far enough. If the amendment was not carried, then something should be added to the clause. What would become of the land in the event of the Commissioner of Crown Lands refusing to accept a purchaser? If a purchaser did not turn up at the sale, what was to become of the land?

Hon. R. G. Burges: Only the other day a block of land was sold for £1.

Hon. C. A. PIESSE: Some provision should be made in the event of no buyer turning up.

The COLONIAL SECRETARY: The provisions contained in this clause were to be found in the present Land Regulations.

Hon. F. M. STONE: If there was no purchaser at the sale, the land was not bound to be sold for a nominal amount.

Hon. R. G. Burges: What was to be done?

Hon. F. M. STONE: The land could be held. There was plenty of land held by mortgagees. Several banks held stations because they could not find purchasers.

Hon. W. T. LOTON: If the principle as laid down in the Land Regulations was to be maintained—that principle being that certain people should only hold under certain conditions a certain quantity of land and no more—when any such person had selected or purchased land to the maximum amount, that person could not avail himself of purchasing more land, although that land might be adjoining his. If the principle was good for one person it must be good for all. We could not depart from the principle laid down, and the principle appeared to be just and proper. There might be a difficulty in realising estates.

Hon. R. G. Burges: There was a difficulty.

HON. W. T. LOTON: So long as there was a limit there would be a difficulty. If a person could hold any quantity of land without limit, then no difficulty at all would occur. Being satisfied that some limit should be put to the amount of land held under certain conditions—and we were dealing with land in agricultural areas—he would vote for the clause as it stood.

HON. R. G. BURGES: This clause referred to all the land under the Act.

HON. W. T. LOTON: Parliament had decided that there should be a limit to the quantity of conditionally purchased land a person should hold, and unless we departed from that principle we must agree to the proviso in the Bill.

HON. C. E. DEMPSTER: If a person became involved he could not give security over his lease, because the latter part of the clause provided that a man holding a certain amount of land should not participate in the sale of the lease. A neighbour might make considerable advances to a leaseholder who was adjoining him, but the latter portion of the clause would not enable the neighbour to participate in any portion of the security. Although the creditor was debarred from taking part in the purchase, he would benefit from the sale to another person. If the latter part of the clause was not struck out, it would be better to negative the clause. Although there was an idea that it was undesirable to allow a person to hold more than a certain quantity of land, we should not prevent any person from participating in the purchase of land conditionally owned. A person who had made an advance to another should be able to reap the benefit of his security.

HON. F. M. STONE: The clause only dealt with conditionally purchased land over which security had been given by the leaseholder. If the leaseholder went bankrupt the land could be seized and sold for the benefit of the creditors, and the purchasers were limited to those who did not hold over a certain quantity of land.

HON. A. P. MATHESON: The operation of the clause would certainly tend to prevent the small conditional purchaser from getting unlimited credit.

HON. C. A. PIESSE: It would prevent his getting any credit at all.

HON. A. P. MATHESON: That was a most desirable object to arrive at, and he would support the clause as it stood.

Amendment put and negatived, and the clause passed.

Clauses 28 to 33, inclusive—agreed to.

Clause 34—Restrictions upon public officers acquiring Crown land:

HON. C. A. PIESSE moved, as an amendment, that in line 1 the words "in the service of the Government" be struck out, and "employed in any lands office" be inserted in lieu thereof. This was a most objectionable clause. When we took into consideration the number of persons employed by the Government it would be seen that the clause was sweeping in its effect. He would favour the striking out of the clause altogether, because we could trust our land officers in the Government service not to take any part in the purchase of land.

THE COLONIAL SECRETARY: The officers of the Lands and Surveys Department had been selected hitherto as those who were not allowed to acquire Crown land, but there were other officers in the Government service—in the Public Works Department, for instance—who were in just as good a position to acquire considerable knowledge of land matters as officers in the Lands Department, and who might use that knowledge to their own advantage. It was invidious to single out certain officers in one department. It seemed to him it was desirable to prevent undue competition from persons with a superior knowledge, as officers of the Government might possess, over other would-be purchasers. The clause was safe-guarded, and any Government officer could apply for permission to take up land. This provision had not worked any hardship in the past. Instead of the Minister approving of any application made by a public officer to take up land, application was sent on to the Cabinet for the Governor's approval.

Amendment put and negatived.

THE COLONIAL SECRETARY moved, as an amendment, that in line 2, after the word "paid" the words "by the Government" be inserted.

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

Clause 35—agreed to.

Clause 36—Name of lessees, etc., to be gazetted:

THE COLONIAL SECRETARY moved, as an amendment, that in line 2 the words " a description of their land" be struck out, and "the descriptive numbers and areas of their holding" be inserted in lieu thereof.

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

Clause 37—agreed to.

Clause 38—Divisions:

THE COLONIAL SECRETARY moved, as an amendment, that in sub-clause 4, line 4, after "along," the words "part of" be inserted.

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

Clause 39—Governor may make reserves:

THE COLONIAL SECRETARY moved, as an amendment in sub-clause 8, that in line 11 the word "and" be struck out.

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

Clauses 40 to 46, inclusive—agreed to.

Clause 47—Provision for earlier payment of purchase money:

THE COLONIAL SECRETARY moved, as an amendment, that in line 6 the word "and" be struck out; also in the same line the word "price" be struck out, and "prices" inserted in lieu thereof.

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

Clauses 48 to 54, inclusive—agreed to.

Clause 55—Conditional purchase, without residence:

HON. C. A. PIESSE moved, as an amendment, that in sub-clause 4, line 12, the word "ten" be struck out and "twenty" inserted in lieu thereof. He wished to extend the limit within which a selector might avail himself of the privilege of the clause. Within ten miles of a person's homestead every acre of land might be taken up. He wished to provide that a person could take up land within 20 miles of his homestead. He believed there was no objection to this amendment.

HON. C. E. DEMPSTER: This was a desirable amendment. A man might not be able to get land within 10 miles of his homestead, but he might be able to get first-class land within 20 miles of it.

HON. R. G. BURGES, in supporting the amendment, said he did not see why a mile or two should make such a difference. When a man selected land in a favourable place he took up as much as he could. Subsequently the man might wish to take up more land, and if he went beyond 10 miles of his homestead he would have to put double the amount of improvements on that land if he did not reside on it.

HON. W. T. LOTON: The object the hon. member had in moving for the extended limit was to allow a person to take up land 20 miles from the place where he resided on the same conditions as to improvement, as if the land surrounded his home. Seeing that this land had to be taken up in an agricultural area for agricultural purposes, to cultivate, farm, improve, and stock, the land must be artificially worked to a certain extent; but he did not see how the land was to be artificially improved when the improvements were to be effected 10 miles from a person's homestead. The time was arriving when people taking up land in small areas should take them up with a view to cultivating and improving them.

HON. C. A. PIESSE: Under the present regulations, a man might take up land 10 miles away from his homestead without residing on it. His (Mr. Piesse's) idea was to make the Bill as popular as possible, so as to encourage others to take advantage of it. There might not be land available within 10 miles of a man's homestead; therefore he would be deprived of taking up land which he could improve without residing upon it.

HON. E. McLARTY: There was no reason why a man holding land should be prevented from increasing his holding because he took up a piece of land 11 miles away from his homestead. If a man took up land within 10 miles he would not have to put on double the improvements; but if he took up the land 11 miles away and did not reside upon it he would have to put on double the improvements.

HON. W. T. LOTON: According to the arguments of hon. members, what was the use of limiting the distance at all? If a man lived in the colony somewhere, and took up land and improved that land,

then why should he be forced to live upon it?

Amendment put and passed.

HON. C. A. PIESSE suggested, as a further amendment, that in lines 9 and 10 the words "the Minister may allow" be struck out, and "to the satisfaction of the Minister" inserted in lieu thereof.

THE COLONIAL SECRETARY: "The Minister may allow" meant that the Minister must be satisfied.

HON. R. G. BURGES moved, as an amendment, that the following words be added to sub-clause 5, in order to make the provision retrospective:—"Such allowance shall also be made in regard to fences constructed before the passing of this Act."

HON. J. W. HACKETT: Suppose the fences were made 20 years before, and had fallen into decay?

HON. R. G. BURGES: All improvements had to be passed by the inspectors.

HON. E. McLARTY: There could be no objection to the amendment. At present very few boundary fences were sheep-proof, for the reason that no allowance had been made to selectors for erecting such fences. Considering what a number of selectors there were in the colony, it would be a great hardship if they were not allowed to participate in the benefits of this clause.

THE COLONIAL SECRETARY: It would be undesirable to recognise the retrospective principle. This clause dealt with lands to be selected, and to pass the amendment would be to introduce a principle which had been condemned over and over again in discussions on the land regulations.

HON. C. A. PIESSE said he was sorry to hear the Colonial Secretary oppose the amendment. It was only just that a man who had selected twelve months ago, or three months ago, should be allowed to have the benefit of this clause.

HON. F. M. STONE: This point was dealt with in clause 150.

HON. R. G. BURGES: Clause 150 did not apply, because it dealt with special occupation and immigrants' lands.

HON. C. A. PIESSE: It would be unfair to debar recent selectors from the advantages of the clause. A good outside fence meant more attention to the land inside.

HON. R. G. BURGES: If the amendment were carried, sheep-proof fences would be provided, whereas now most of the fences were only three wires.

HON. F. M. STONE: It was inconvenient to have amendments of this kind sprung upon the House. This clause dealt with selections made after the Bill came into force. If clause 150 or clause 66 did not apply, some clause in the direction desired by Mr. Burges ought to be introduced; and, perhaps, the Colonial Secretary would make a note of the point.

HON. R. G. BURGES asked leave to withdraw his amendment, with a view to the introduction of a new clause later on.

Amendment, by leave, withdrawn.

Clause as amended put and passed.

Clause 56—agreed to.

Clause 57—Conditional purchase by direct payment:

HON. R. G. BURGES moved, as an amendment, that in line 6, sub-clause 7 dealing with additional applications, the word "adjoin" be struck out.

HON. F. M. STONE suggested that Mr Burges should have his proposed amendments placed on the Notice Paper.

THE CHAIRMAN: This amendment could not be put, as being foreign to the principle of the clause. If the two leases were apart, how could the one fence surround them?

HON. E. McLARTY: The intention of Mr. Burges was that the whole of the improvements might be done on one block of land, instead of being divided over two blocks. Both blocks must be fenced in, but Mr. Burges wished to provide that the clearing and cultivation might be all done on one block instead of two.

Amendment put and negatived, and the clause passed.

Clauses 58 to 60, inclusive—agreed to.

Clause 61—Pastoral lessees in S.W. Division may obtain land by conditional purchase, subject to special conditions:

THE COLONIAL SECRETARY moved, as an amendment, that in the last line, between the words "this" and "and," the word "section" be inserted.

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

Clause 62—Pastoral lessees in other than the S.W. Division may obtain land

by conditional purchase, subject to special conditions:

The COLONIAL SECRETARY moved, as an amendment, that in line 5 the word "such" be struck out, and "Crown" inserted in lieu thereof.

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

Clauses 63 to 65, inclusive—agreed to.

Clause 66—Portion of improvements may be dispensed with in certain cases:

The COLONIAL SECRETARY moved, as an amendment, that in line 3, after the word "regulations," the words "not being a homestead lease or poison lease" be inserted.

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

Clause 67—agreed to.

Clause 68—Governor may declare certain lands in the S.W., W., E., and Eucla divisions open for selection as grazing leases:

Hon. C. A. PIESSE moved, as amendments, that sub-clauses 4, 5, and 6, referring to grazing land, be struck out. These grazing lands could be secured as second and third class land at a price from 6s. 6d. to 3s. 9d. per acre, whereas the price of first-class land was 10s. per acre; but, in the case of first-class land, the surveys were done free of cost, while the purchasers of second-class land were called on to pay the expenses of the survey. This cost of survey, in itself, was sufficient to bar application for second-class land, inasmuch as no rate of charges had been laid down, and the cost of survey brought the price of second-class land up to that of the first-class land. A return furnished to the House this evening showed nearly 50 million acres of land in the North-West division alone, of which less than seven million acres had been alienated, and a great portion of this area would have to be dealt with as second and third class land. Sub-clause 5 provided that the applicant must reside on the land either by himself or his agent for six months in the year, but this condition was a farce and had never been carried out. The real object was to have improvements made on the land, and it did not matter who made those improvements. Sub-clause 6 would be unworkable if the other two sub-clauses were struck out.

The COLONIAL SECRETARY: Residence had always been the cardinal feature of the land regulations in this as in all the other colonies. The man who took up a block and resided on it was entitled to more consideration than the man who did not fulfil the residence condition. The object of the legislation was to encourage settlement, and to discourage the taking up of land for speculative purposes, as would occur, it was to be feared, if these sub-clauses were struck out. To attempt to alter the Bill in this direction might result in wrecking the measure in another place, and it was desirable that the Bill, which was admittedly a good one, should pass the Legislative Council. With this object he asked hon. members to make as few amendments as possible. In the present circumstances of the colony, it was desirable that the Lands Department should secure all the reasonable and proper revenue possible. It had been recommended, in some cases, that the survey should not be insisted on, and there might be some amendment in that direction. A man might select, and, after paying a small deposit, ask for a survey costing a great deal more than the amount of that deposit. This man, again, might give up the land, and another selector come along and, after paying the deposits, ask for the land to be surveyed in some other way. The Department had to pay four times as much as the money deposited. If a surveyor had to go over the ground again when a new selector took up the land, it would mean a loss to the department. The department was not unwilling to pay half the survey fee, which he thought was a reasonable concession.

Hon. C. A. Piesse: Would the Colonial Secretary support an amendment that the Government pay half the fees?

The COLONIAL SECRETARY said that he would not oppose it.

Amendment, by leave, withdrawn.

Hon. C. A. PIESSE moved, as an amendment, that the words "one half" be inserted between "pay" and "the," in line 1.

Amendment put and passed.

Hon. R. G. BURGES: Would it not be well to provide for five half-yearly instalments, instead of ten?

HON. C. A. PIESSE moved, as a further amendment, that sub-clause 5 be struck out. There was no objection, he believed. The sub-clause provided for residence, and it had been found to be unworkable and a hampering restriction.

THE COLONIAL SECRETARY: The excision of the sub-clause was not favoured by the department. At the end of the sub-clause was an important provision, that residence might be performed by an agent or a servant of the lessee.

HON. E. McLARTY: It was not necessary to strike this clause out. Sub-clause 6 provided that it was not compulsory for any person residing within ten miles of the land taken up to perform the residence conditions, and he believed it was intended to substitute 20 miles for ten miles.

Further amendment, by leave, withdrawn.

HON. C. A. PIESSE moved, as a further amendment, that in sub-clause 6, line 5, the word "ten" be struck out, and "twenty" be inserted in lieu thereof.

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

Clauses 69 to 72, inclusive—agreed to.

Clause 73—The Governor may order that certain lands shall be available for homestead farms:

HON. R. G. BURGES moved that the clause be struck out. He would like to see the whole of part 8, which referred to free homestead farms, eliminated from the Bill, as it was known that free homestead farms were a perfect farce. He had taken up a *Gazette* only yesterday, and found a notice that three homestead farms had been thrown up, and he was informed a great number of these homestead farms had been thrown up in one district alone, yet in that particular district it was said the homestead farms had been more successful than anywhere else. The Commissioner of Crown Lands knew the provisions in reference to free homestead farms had been a complete failure. There was no doubt the provisions attracted new-comers, who got a block of land free; but that was the only good point in this part of the Bill. It was well known that in nine-tenths of the colony a man could not make a living on 160 acres of land; and it was a farce to try and induce people to settle on the land by giving them 160 acres free, which they could not live upon. The land laws of the colony should be framed so as to induce people to permanently settle on the land. We did not want people to come here, take up a piece of land, put a tin-pot house on it, live there only for six months, and then go away dissatisfied. That did the colony more harm than good. In the South-Western division it was possible to get 160 acres suitable for an orchard out of which a man could make a living, but generally, in other parts of the colony, people could not live on 160 acres. It was argued by the hon. gentleman who first introduced the free homestead farm system, that people could take up more land if they chose; but that was where the hon. gentleman was in error. If in giving the free homestead farm of 160 acres another 300 acres adjoining the 160 acres were reserved, which could be held nominally by the holder of the 160 acres, so that at any time he could add this amount of land to his holding, then there might be something in the free homestead provisions. It was only a sort of speculation on the part of many who took up these 160-acre blocks, because in a short time the land was thrown up. These provisions had not been a success in any way, and the Commissioner of Crown Lands was of opinion that the system had been a failure.

THE COLONIAL SECRETARY: It was part of the policy of the Government.

HON. R. G. BURGES: It was a policy that had not succeeded. If the Colonial Secretary went about the country as much as he (Mr. Burges) did, and knew more about these free homestead provisions, he was sure the Colonial Secretary would not like to live on 160 acres. The pick of the country had gone. He (Mr. Burges) would favour the extension of the area of the farms and allow men to pay a nominal rent for 5 or 6 years. He would give a man an area of land when he started upon which he could live. It had been pointed out in one of the leading papers of the colony that when a man came here and took up 1,000 acres of land and paid for it, we knew that that man was settled in the country, but it could not be said that a man was settling in this colony when he came and took up a free homestead farm.

Hon. C. A. PIESSE: The hon. member was surely not serious in proposing to strike out the clause. The hon. member happened to live in a district where there was no land for free selection. The free homestead farms had been most successful in the district where he (Mr. Piesse) lived. In that portion of the colony the free homestead farm was like the treacle to the fly. It tempted men to come to this colony, and when they came here they generally stopped. There were a few instances of men giving up the land, but they were only a few. It was not sufficient ground to throw out this clause. We had in this colony 640,000,000 acres of land, and up to the present we had only 1,200,000 acres of it settled upon.

Amendment (to strike out the clause) put and negatived, and the clause passed.

Clauses 74 to 86, inclusive—agreed to.

Clause 87—The Government may set apart certain lands for working men's blocks:

Hon. A. P. MATHESON moved, as an amendment, that in line 6 the words, "not being within a goldfield," be struck out. He wished to give the working men on the goldfields the same facilities as working men in other parts of the colony possessed, only with this exception, that he wished to provide that the working men on the goldfields should have half an acre, while in other parts of the colony it was considered advisable to allow a working man five acres. The Colonial Secretary, he believed, had no objection to this amendment. Later on he proposed to strike out the words "five acres in area" and insert "half an acre in area within any goldfield, or five acres in area elsewhere," in lieu thereof. Even in the mineral areas a working man could get the same privileges as working men in any other district of the colony; and if hon. members would turn up the definition of mineral areas in the Mineral Lands Act, they would find that a mineral area might include a goldfield.

Hon. C. E. DEMPSTER, in supporting the amendment, said that a miner on the goldfields should not be precluded from selecting a block of land on which he could erect a house to live in. Five acres on the goldfields was undesirable, but he thought that half an acre was a reasonable area to allow.

The COLONIAL SECRETARY: This clause was not in the Bill as originally drafted. It was added during the passage of the Bill through the Legislative Assembly, and possibly Mr. Matheson might find subsequently that this amendment would not find favour in another place. The idea in goldfields members' minds—but probably this applied more to five acres than to half an acre—was that too much land should not be alienated on the goldfields, which would prevent that land being mined upon. He was informed that the Lands Department had laid out blocks of land on the goldfields, and these blocks had been offered on liberal terms. A large area of land had been surveyed and made available as residence areas by the Mines Department. Residential areas had been laid out and offered for selection by the Lands Department, and town lots had been made available in all the different town sites, and the upset price on almost the whole of the goldfields areas had been largely reduced. He believed the department favoured the proposed amendment. Reducing the area from 5 acres to half an acre would probably remove the objection which hon. members in another place had to the granting of blocks of land on the goldfields.

Amendment put and passed.

Hon. A. P. MATHESON moved, as a further amendment, that in line 11 the words "five acres in area" be struck out, and "half an acre in area within any goldfield, or five acres in area elsewhere" be inserted in lieu thereof.

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

Clause 88—Certain persons entitled to leases of working men's blocks:

Hon. A. P. MATHESON moved, as an amendment, that in sub-clause 2, lines 1 and 2, the words "five acres" be struck out, and "half an acre in area within any goldfield, or five acres in area elsewhere" be inserted in lieu thereof.

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

Clauses 89 to 95, inclusive—agreed to.

Clause 96—Pastoral leases, North-West Division:

HON. F. M. STONE moved, as an amendment, that in line 2 the words "ten shillings" be struck out, and "seven shillings and sixpence" be inserted in lieu thereof. The rental in the North-Western division was proposed to be 10s. per 1,000 acres. He wished to reduce that rent to 7s. 6d. per 1,000 acres. In the Kimberley district the rental was 10s. per 1,000 acres, but under the stocking clause the rental could be reduced to 5s. per 1,000 acres.

HON. R. G. BURGES: And better country.

HON. F. M. STONE: In the palmy days 10s. per 1,000 acres might not have affected the pastoralists who were working stations in the North-Western portion of the colony; but we knew that droughts had occurred, and many of the pastoralists had gone through considerable hardships and had spent the best part of their lives there, while some had been completely ruined. This reduction of rent would assist a considerable number of the pastoralists who had from time to time considerably benefited the colony. In the past we depended on the pastoral interest in the colony; then it was a flourishing industry, and from the rents of the pastoral leases the colony was kept going. Now we had the gold-mining industry to help the colony along. By droughts and in other ways the pastoralists in the northern portion of the colony had been prevented from reaping that benefit which they ought to have reaped.

HON. J. E. RICHARDSON, in supporting the amendment, said, the pastoralists in the northern portion of the colony had been given to understand by a former Commissioner of Crown Lands that the rents of the pastoral leases would be reduced when a Bill was brought forward, and he believed the present Commissioner of Crown Lands had made a similar promise. That promise, however, had not been carried out. He did not see why the pastoralists in the Kimberley district should be allowed to get off with a rental of 5s., while in the North-Western district the pastoralists had to pay 10s. The Assembly had refused to give some relief to the pastoralists in the North by rejecting the Bill which was passed in this House, to enable the pastoralists to employ alien labour, therefore the pastoralists were entitled to a reduction in rent.

HON. D. McKAY: The amendment was worthy of support. It was not sought to get any advantage for the pastoralists in the North, but simply to place them on the same lines as pastoralists in other parts of the country.

HON. R. G. BURGES: It was well known that the Government had promised to make some reduction in the rents in the North-West division; but it would appear as though the Government had thrown away so much money in other directions, that they could not afford to carry out their promise. Before the discovery of the goldfields, pastoral pursuits and pearling were looked upon as important industries in this colony, but these pursuits had now some difficulty in obtaining due recognition at the hands of the Government. A reduction of 2s. 6d. per 1,000 acres might not make a great deal of difference, but it would show that the northern parts of the colony had not been forgotten; and, further, a reduction of the rents would benefit the southern divisions, by enabling people there to obtain stock. It was extraordinary that no Minister of Lands had yet recognised the full importance of affording every facility for the development of the northern industries. The land regulations in the North required liberalising, in order that settlers there might be able to provide store stock for people in the south-west, the want of such stock, owing to the droughts, having become so serious that this class of cattle, as well as fat cattle, had to be imported. Such a state of things was no credit to the Government, or to the head of the Lands Department. Lots of men in the North had been ruined by the trials and troubles they had undergone.

HON. E. McLARTY said he intended to support the amendment. The Colonial Secretary said that 2s. 6d. reduction would not make any difference; but it must be remembered that a squatter in the North-West was compelled to have an enormous area, in order to support a few head of stock. That area meant a good few half-crowns, and on 200,000 acres a reduction of 2s. 6d. a 1,000 would be of considerable help. If it were such a small sum, it would not break the

Government to make the reduction. Pastoralists in that part of the colony had been very hard set for many years, and if their distress could be alleviated by liberalising the regulations, that should be done by the Committee. Squatters in the North-West had to take up large areas of lands which were really of no use to them. They had to take thousands and thousands of acres which would hardly keep a goat, simply in order to get possession of a few thousand acres on which to depasture their stock. He had no personal interest in the North-West, but he could sympathise with the squatters there, many of whom were now no better off than when they took up their land several years ago.

Hon. C. A. PIESSE: The amendment affected something like 18,000,000 acres, and, considering the hardships of the Northern settlers, a concession of 2s. 6d. a thousand was not too great.

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

Clause 97—agreed to.

Clause 98—Pastoral leases, Kimberley Division:

Hon. F. M. STONE moved, as a consequential amendment on that made in clause 96, that in line 4 the words "ten shillings" be struck out and "seven shillings and sixpence" be inserted in lieu thereof.

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

Clauses 99 to 106, inclusive—agreed to.

Clause 107—Power to sell portions of leases, to make roads, cut timber, etc., thereon:

Hon. J. E. RICHARDSON: Anyone who paid 5s. for a license could go on to a pastoral lease and cut any timber he liked, possibly round a water pool, and thus destroy all shade. This was not fair, and the provision ought to apply to the South-West division only.

The Colonial Secretary: This was only a right reserved to the Minister.

Hon. J. E. RICHARDSON: What he had stated was done under the old Act, and there was no power to order such people off the land.

The Colonial Secretary: The Minister would not give his consent to anything of the sort.

Hon. J. E. RICHARDSON: All that a person need do was to get a 5s. timber license from the clerk of the court.

The Colonial Secretary: That could not be done under this clause.

Hon. J. E. RICHARDSON: It had, at any rate, been done under the old Act.

Put and passed.

Clauses 108 and 109—agreed to.

Clause 110—Power to issue licenses:

Hon. R. G. BURGES suggested that the latter part of sub-clause 3, providing that a sandalwood license should also be obtained by persons engaged in removing the wood, be struck out as useless and inoperative.

Hon. C. A. PIESSE: This provision applied to carters, a class who had never taken out a license, except perhaps in the old times.

The COLONIAL SECRETARY said he had always understood it was necessary for men removing sandalwood to have a license. He suggested that the clause be allowed to pass, and he would make a note of the point, pending the recommittal of the Bill.

Put and passed.

Clauses 111 to 113, inclusive—agreed to.

Clause 114—Rent of timber lease:

The COLONIAL SECRETARY moved, as an amendment, that in line three, after the words "twenty pounds" the words "per annum" be inserted. These words, he said, had by some oversight been left out.

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

Clauses 115 to 125, inclusive—agreed to.

Clause 126—Power to resume any portion of lease on which no marketable timber exists:

Hon. J. W. HACKETT: This clause required to be more carefully drafted. At present it looked as though the whole of the timber interests were to be handed over to public companies, who would have the power of excluding all small settlers, from the jarrah limit in the north to the karri limit in the south. He had a number of amendments prepared which he would submit to the Committee. He wished, in line 4, after the word "marketable" to insert "jarrah, karri, or tuart." The same words he wished to insert after the second "marketable" in the same line.

Then in the next line after "growing" he proposed to insert "or which, in the opinion of the Minister, are to be resumed for cultivation." In line 10 after the word "lessee" he wished to insert these words, "and the opinion of the Minister as aforesaid shall be binding on all parties, and without appeal, providing that the lessee shall have the exclusive right for six months after such exemption to cut and remove from any land so resumed any jarrah, karri, or tuart timber which he may desire to cut and remove." Then in the next parapraph, in line 4, after the word "cause" he wished to insert the words "to the Minister;" the object being to provide a reference to the Minister.

THE CHAIRMAN: It would be well for the hon. member to give notice of these amendments.

THE COLONIAL SECRETARY moved that the clause be postponed.

Put and passed, and the clause postponed.

Clauses 127 to 134, inclusive—agreed to.

Clause 135—Penalty for trespass:

THE COLONIAL SECRETARY moved, as an amendment, that in line 5 the words "for sale" be struck out.

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

Clause 136—Rents:

HON. R. G. BURGES moved, as an amendment, that in line 16 the word "shall" be struck out, and that "may" be inserted in lieu thereof. The provision was never carried out.

HON. W. T. LOTON: This provision had been carried out to his knowledge, and very frequently. He had often seen leases, when the rents had not been paid, put up to auction and sold. As a matter of fact, if the rents were not paid annually, the leases were put up to auction. If there were no buyers, the land was ready for re-selection. The word "shall" should remain. The provision should not be made optional.

THE COLONIAL SECRETARY: If the amendment were carried, it would open the door to irregular dealings. People might trust to the forbearance of the Minister, and be led astray.

Amendment negatived, and the clause passed.

Clause 137—agreed to.

Clause 138—Lease and licenses may be mortgaged:

THE COLONIAL SECRETARY moved, as amendments, that in line 2, between "Act" and "any" the words "and in the Homesteads Act, 1893" be inserted; also in the same line between "Act" and "other" the words "or under the Land Regulations of 1887, and the Homesteads Act of 1893" be inserted; also that in sub-clause 1, line 1, the words "any holding under this Act" be struck out, "and such lease or license" be inserted in lieu thereof.

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

Clauses 139 to 144, inclusive—agreed to.

Clause 145—Payment for improvements:

HON. R. G. BURGES moved, as an amendment, that in line 13 the words "two shillings and sixpence" be struck out, and "four shillings" inserted in lieu thereof. The two shillings and sixpence was an increase of sixpence per acre, which showed that it was evident the Commissioner of Crown Lands was aware that two shillings was not sufficient to carry out ring-barking properly. It was well known that ring-barking was one of the most successful improvements that had been carried out in the colony, and ring-barking was necessary to cultivation. When land had been thoroughly ring-barked it could be cleared for one-third of the amount which it would otherwise cost. In the interest of land settlement he moved that the amount be increased to four shillings.

THE COLONIAL SECRETARY: Two shillings and sixpence was an increased allowance by 6d., as 2s. was allowed under the present land regulations. It was questionable whether it would be wise to increase the amount by 100 per cent. on the present allowance for ring-barking. If 4s. was allowed for ring-barking there would be very little left for other improvements, and fencing was a very important portion of the improvements.

HON. W. T. LOTON: The sum per acre that might be allowed for ring-barking in the Eastern districts, and which would be ample for the Eastern districts, would not be sufficient for the Southern districts. It would cost nearly double to ring-bark in the Southern districts to that which it would cost in the Eastern districts.

The whole of the country which was within 10 or 20 miles of a railway line could be ring-barked for 2s. 6d. per acre.

HON. C. E. DEMPSTER: What about the suckers and the after growth.

HON. W. T. LOTON: The suckers would continue after ring-barking, although not on trees that had been wrung. He had had ring-barking done at a cost of 2s. per acre, although, sometimes, ten or twenty acres out of 500 acres would give more trouble to keep clear than the rest of the area. What was wanted was one price for the Northern districts and another for the Southern. There was no need to allow the actual full cost; a man in ring-barking was improving his own property, and the provision only gave encouragement to do the work in the cheapest way possible. He could not support the amendment, but he would favour a proposal to divide the colony into two districts, for the purpose of making allowances for ringbarking.

HON. C. E. DEMPSTER: The first cost did not exceed 2s. to 2s. 6d. per acre, but to deal with the after-growth meant a great deal more expenditure, and his experience was that for this work 5s. an acre was necessary.

HON. E. McLARTY: An allowance of 4s. per acre was not sufficient for ring-barking and the subsequent necessary work, ring-barking being of little use unless followed up for several years afterwards. At the same time, the Bill raised the allowance by 6d. per acre, and the Committee ought to be satisfied with that. The provisions of the Bill were very liberal indeed, particularly in regard to the allowance for fences; and the two allowances together did not leave a man very much more to expend in order to obtain his fee simple. He could hardly go so far as to support the amendment.

HON. R. G. BURGES: The amendment did not fix the allowance at four shillings, but simply provided that it might be as much as four shillings. Inspectors had allowed four shillings an acre for clearing and burning bushes, in addition to two shillings for ringbarking, so that the clause as drawn would not be as liberal as the present Act.

Amendment put and negatived, and the clause passed.

Clause 146—Minister to pay for improvements in certain cases:

THE COLONIAL SECRETARY moved, as an amendment, that in the last line, between the words "the" and "succeeding" the words "Minister or the" be inserted.

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

Clauses 147 to 149, inclusive—agreed to.

Clause 150—Special occupation lands under previous regulations:

THE COLONIAL SECRETARY moved, as an amendment, that in line 4 after the word "money" the words "and fee for Crown grant" be inserted.

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

Clauses 151 to 158, inclusive—agreed to.

Clause 159—Communications to be addressed to the Under Secretary for Lands:

THE COLONIAL SECRETARY moved, as an amendment, that in line 4 after the words "Under Secretary for Lands" the words "or other officer authorised in that behalf" be inserted.

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

Clause 160—agreed to.

Clause 161—Governor may make regulations:

THE COLONIAL SECRETARY moved, as an amendment, that the following words be added: "If Parliament be then in session; if not, then within fourteen days after the commencement thereof" be inserted. These words, he said, had apparently been left out by mistake.

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

THE COLONIAL SECRETARY moved that progress be reported.

Put and passed.

Progress reported, and leave given to sit again.

ROADS AND STREETS CLOSURE BILL. No. 2 (BARDOC, BEVERLEY, Etc.).

Received from the Legislative Assembly, and on the motion of the COLONIAL SECRETARY, read a first time.

ADJOURNMENT.

The House adjourned at 10.15 p.m. until the next day.