HON. A. P. MATHESON: At any rate, ever since he had been in the House he had always called attention to the matter, and had such a provision inserted in the case of by-laws. On the last occasion when he called attention to the point, he was told that the Interpretation Act would render such action unnecessary; but the Interpretation Act would not apply to the present case, and, if there were no special provision, it would be a waste of time to have the special report sent on.

HON. J. W. HACKETT: If the object of Mr. Matheson were carried out, then there need only be the first sub-clause, under which the assent of the two Houses of Parliament was necessary.

HON. A. P. MATHESON: Then Sub-clause 2 was a farce.

HON. J. W. HACKETT: It was not a farce. No Minister would lightly tamper with a reserve, if he knew his conduct would be reviewed by Parliament, and also made the subject of comment in the public Press.

HON. A. P. MATHESON: The only desire was to call attention to the point.

HON. C. A. PIESSE congratulated Mr Hackett on the amendment proposed, which would put the matter of reserves on a much better footing than before. On the second reading he had suggested it would be wise if country reserves were so placed that they could not be altered without reference to Parliament; but he took it that Sub-clause 3 left these reserves as at present.

HON. J. W. HACKETT: But reserves under Sub-clause 3 could be put under the other sub-clause by the Governor-in-Council.

Amendment put and passed.

Clause 3—Governor by proclamation may add to schedule:

HON. J. W. HACKETT moved that the clause be struck out, and the following inserted in lieu thereof:

> Nothing in this Act shall prevent the survey and declaration by the Governor of any necessary roads and streets through or over any such reserve; or, in the case of any such reserve being made before the land is surveyed, shall prevent the amendment of the boundaries and area in such manner as may be found necessary on survey, but so that the total area shall not be reduced by more than one-twentieth part thereof.

Amendment put and passed.

Schedule:

HON. J. W. HACKETT moved that the schedule be struck out.

Put and passed, and the schedule struck out.

Preamble and title—agreed to.

Bill reported with amendments, and report adopted.

## ADJOURNMENT.

On the motion of the COLONIAL SECRETARY, the House adjourned at 8·30 p.m., until Wednesday, 20th September.

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# Legislative Assembly,

*Thursday, 14th September, 1899.*

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Municipal Loans Validation Bill, second reading; in Committee, reported—Sale of Liquors Amendment Bill, Legislative Council's Amendments — Truck Bill, Legislative Council's Amendments—Customs Consolidation Bill, Legislative Council's Amendments—Municipal Institutions Bill, in Committee, Clauses 276 to 331, Division; progress — Patents, Designs, and Trade Marks Bill, in Committee, reported—Police Act Amendment Bill, second reading resumed and concluded—Adjournment.

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THE SPEAKER took the Chair at 4·30 o'clock, p.m.

PRAYERS.

## MUNICIPAL LOANS VALIDATION BILL.

### SECOND READING.

THE PREMIER (Right Hon. Sir John Forrest), in moving the second reading, said: The object of the Bill, as far as the Government are concerned, is to validate a loan which the East Fremantle municipality desire to negotiate. It appears that the municipality have taken all the necessary steps required by the Municipal Institutions Act and by the amending Act passed last year; but

owing to the municipal financial year ending 1st October, and the two years during which a new municipality can do certain things in the way of borrowing, are periods which overlap each other, the consequence is that the East Fremantle municipality can act neither under the new provision as to borrowing at the end of two years, nor under the general provision by which a municipality may borrow up to 10 times the amount of its estimated ordinary revenue. Hon. members will notice that the substance of the Bill is in Clause 3, which says:

> Provided that, in the case of any new municipality, money may be borrowed by the council for the purposes aforesaid at any time during the two years terminating with the balancing of the second year's accounts, to an amount not exceeding the net income of the municipality for the said two years as estimated by the council.

Under the existing law, the period will be two years from the beginning of the municipality; and the two years from the balancing of the accounts will probably be a month or two more. It appears that some small technical irregularity was committed in regard to the proposed loan; and I think there can be no objection to this Bill. If the municipal council, or those advising it, had known less of the law, I do not expect there would have been any mistake; because the law says a municipality can borrow to the extent of the estimated income from ordinary sources for two years, and that amount is to be estimated by the council itself. Where any municipality desires to borrow money during the first two years of its existence, all that has to be done, as far as I understand, is to pass a resolution that the council's estimate is so much, and authorising the raising of the sum of so much. Of course the preliminaries are necessary: the ratepayers have to approve in the same way as after two years of the existence of the municipality, when a sum equal to 10 times the amount of the ordinary revenue of the municipality can be raised by loan. The approval of the ratepayers is necessary in both cases, whether before or after the two years. I have much pleasure in asking the House to agree to this Bill. It is a very small technicality, and it cannot in any way be said that we are doing anything that is unusual. The municipality has scarcely exceeded the power given by the statute of last year. It is a mere technicality, and I am sure hon. members will be glad to give their approval to the measure.

MR. WILSON (Canning): I have much pleasure in supporting the second reading of this Bill. I wish to explain that, when in Committee, I intend to move an additional clause to the Bill to validate a loan of the Victoria Park municipality. The explanation given by the Premier as to the East Fremantle municipality is exactly on the same lines as the trouble that has occurred with the Victoria Park municipality. That municipality was gazetted on the 30th April, 1897, and in the early part of this year the council gazetted a loan and called tenders for a loan of £3,500. According to the reading of the Act, they had two annual balance sheets on which they could ask for a loan of 10 times the average annual income; but it appears the strictly legal reading of the Act is that the municipality must have been in existence for two years. That explains the whole position at the present time. There is another trouble which has been explained to me: if the Victoria Park Municipal Council have to re-issue this loan at the end of this year, after the next October balance sheet, they will not be able to issue a loan rate until the following year; and I appeal to the House to let the clause be added to the Bill, so that the loan may be validated, and to save the municipality the expense, as it is only a small municipality, of re-issuing the loan, and placing them in a position to tax themselves. I think it requires no further explanation, and in Committee I shall have much pleasure in moving the additional clause of which I have given notice.

MR. HOLMES (East Fremantle): I have much pleasure in supporting the second reading of the Bill; and, as the Premier has explained, it is a purely technical matter, a mere oversight, resulting in the East Fremantle municipality being put in an awkward position. They find, according to this technical flaw that exists in the old Act, they are prevented from placing a loan on the market. This is a matter of no importance to the country, but of serious importance to this and the Victoria Park, and I think to another municipality. This Bill, if carried,

will get the municipalities out of a difficulty.

Question put and passed.

Bill read a second time.

IN COMMITTEE.

Clauses 1 to 4, inclusive—agreed to.

New clause—Validation of loan to Municipality of Victoria Park:

MR. WILSON moved that the following be added, to stand as Clause 5:

Notwithstanding anything in the Municipal Institutions Act, 1895, the loan of £3,500 proposed to be contracted by the Municipality of Victoria Park, notice whereof was published in the *Government Gazette* of the twenty-third day of June last, shall, when effected, be lawful and be binding on the said municipality.

Amendment put and passed.

Title—agreed to.

Bill reported with an amendment.

## SALE OF LIQUORS AMENDMENT BILL.

LEGISLATIVE COUNCIL'S AMENDMENTS.

Schedule of three amendments made by the Legislative Council in the Bill considered in Committee.

No. 1, Clause 1, add the following words: "And shall be incorporated with and form part of the said Act":

THE ATTORNEY GENERAL: As it was not desired to imperil the passage of the Bill, and as hon. members would see at once that an amendment of an Act was always understood to be incorporated with an Act without any words being necessary to say so, the words which had been added by the Council were unnecessary; still he moved that the amendment be agreed to.

Put and passed.

Nos. 2 and 3, Clause 4, strike out the clause and add the following new clause to stand as number 4 [clause redrafted]:

THE ATTORNEY GENERAL: Clause 4 had been struck out, and redrafted in a more elaborate form. The Colonial Secretary, in another place, unwittingly approved of the new clause, as he did not see the object aimed at. As there was a chance, if we did not accept this amendment, that the Bill would be lost, he moved that amendments Nos. 2 and 3 be agreed to.

Put and passed.

Resolutions reported, report adopted, and a message accordingly transmitted to the Legislative Council.

## TRUCK BILL.

LEGISLATIVE COUNCIL'S AMENDMENTS.

Schedule of two amendments made by the Legislative Council in the Bill considered in Committee.

THE PREMIER moved that the amendments be agreed to.

Put and passed.

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

## CUSTOMS CONSOLIDATION ACT AMENDMENT BILL.

LEGISLATIVE COUNCIL'S AMENDMENTS.

Schedule of four amendments made by the Legislative Council in the Bill considered in Committee.

THE PREMIER moved that the amendments be agreed to.

Put and passed.

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

## MUNICIPAL INSTITUTIONS BILL.

IN COMMITTEE.

Consideration resumed from the 7th September, at Clause 276, further discussed.

Clause 276—Low ground to be filled up:

Mr. QUINLAN said he wished to withdraw the amendment he had moved on the last occasion, with a view to moving another amendment.

Amendment, by leave, withdrawn.

Mr. QUINLAN moved that in the fifth line, after the word "ground," there be inserted the words "on which no dwelling-house, store, or other substantial building has been erected."

Amendment put and passed.

SIR JAMES LEE STEERE, referring again to the whole clause, urged that this was a dangerous clause to be in the Bill, for in the case of Perth it would give power to the municipal council to require the owner of every section of land which was at a lower level than the street to fill up that section. Any person acquainted with Perth would know that on one side of each street, almost invariably, the ground was considerably lower than the street, and even in St. George's Terrace, where the Government held so much land, they might be called upon to fill up the

whole of the low-lying ground adjacent to Government House. From Irwin Street to Forrest Avenue, in the Terrace, the land on one side was lower than the street, and every owner might be called upon to fill up his section of low land. The hon. member in charge of the Bill had said, the other evening, there was no danger in giving this power to councils, because they would not be likely to use it to the full extent; but, nothwithstanding that assurance, his own opinion was that the clause was of too dangerous a nature to be in the Bill, even as applying to Perth, for although the present mayor might hold that opinion, still he might not be long in office.

MR. A. FORREST (in charge of the Bill): This Bill was not for Perth, but for all the municipalities in the colony.

MR. LEAKE: How would this clause affect Bunbury?

THE PREMIER: Where did the clause come from?

MR. A. FORREST hoped hon. members would not discuss the merits of their own particular little towns, but would take a broad view of this question. Only to-day the municipal council of Perth had received a letter from a firm of solicitors, complaining of injury done by water to a low-lying property in Bulwer street, and threatening that if the council did not pay the amount of damage claimed within a week, proceedings would be taken in the Supreme Court. What was the state of Perth a few years ago, before the Government resumed a lot of the low-lying land? That land had been filled up since, and the health of the city had gained greatly by it. In Bulwer street there were little gardens, where all the drainage that was possible could not take off the water, because the ground was 10 or 12 feet below the general level of the locality; and, if a little rain came it might cause some damage to a low-lying piece of ground, and the owner might claim compensation for damage, or threaten the council with an action. There was a lot of low-lying land about Perth that was a menace to the public health, and it ought to be filled up; but the City Council were not likely to apply the provisions of this clause in such a manner as to ruin people. It was hard enough to collect rates from people, without trying to oppress them in the way which some members seemed to anticipate. There were deep holes in front of the Recreation Ground, on land belonging to private owners, some of these holes being 20 feet deep, and dangerous to children or persons passing that way; and it was to the interest of every person in the community that municipal councils should have power to require low-lying ground to be filled up where it was deemed necessary. Referring again to Bulwer street, the particular piece of ground for which compensation was claimed would cost £5,000 to buy out. The low land was mainly occupied by Chinese, and at night time they stopped the water for the purpose of flooding their gardens, and in the morning it was found that some adjacent property had suffered damage. Then a letter was sent to the council, claiming damages and threatening an action.

MR. ILLINGWORTH: This clause was a drastic proposal. To call upon persons to fill up market gardens which might be the only support of those occupying them would cost too much, and such a power should not be given. By the clause, all owners could be compelled to fill up their lands to the street level. In Hay Street West there were houses having one storey below the level of the street; and were these depressions to be filled up?

MR. A. FORREST: The amendment (Mr. Quinlan's) would meet such cases.

MR. ILLINGWORTH: That was not certain; and the clause might be enforced so as to imperil the livelihood of people who had held garden lands for a quarter of a century, in the event of the City Council being pleased to interfere with the natural levels. If an allotment were a menace to the public health, the council already had power under the Health Act to interfere.

MR. LEAKE: The member in charge of the Bill had stated that one object of the clause was to practically destroy certain market gardens.

MR. A. FORREST: The council wished to be left alone.

MR. LEAKE: In other words, the hon. member wanted power to confiscate someone's property because the owner was in the habit of harassing the council. The council should be protected against vexatious litigation, but the Bill was

intended not for Perth alone, but for the whole colony, and the clause might be enforced at the caprice of any municipal officer.

THE PREMIER: No; only by the council.

MR. LEAKE: In country municipalities, the town clerk was the only paid official, and practically managed the business.

MR. A. FORREST: Why presume that the clause would be unnecessarily enforced?

MR. LEAKE: It was inadvisable to give such power to officials, whether it would be enforced or not. He moved that the clause be struck out.

THE ATTORNEY GENERAL: Hon. members would notice that the power given by the clause was discretionary.

MR. LEAKE: And consequently dangerous.

THE ATTORNEY GENERAL: Not necessarily; because the Act would be administered by persons representing the parties who might be injured by its operation.

MR. ILLINGWORTH: "What is one among so many?"

THE ATTORNEY GENERAL: Councils were not likely to act arbitrarily. The clause had not been created by the Conference, but had been taken from the Local Government Act of Victoria, in operation in that colony for 25 years, and which, as hon. members would agree, was a most perfect piece of legislation.

MR. ILLINGWORTH: No.

THE ATTORNEY GENERAL: One object of the clause was to protect the council against actions by owners of low-lying land adjoining roads, whose property might be flooded by storm waters flowing from such roads.

MR. ILLINGWORTH: Charge them for the water.

THE ATTORNEY GENERAL: The second object was to supplement the authority already given to the Local Board of Health, so as to prevent people concentrating the drainage of the neighbourhood on low-lying ground. Such hollows the owners would be obliged to fill up.

MR. LEAKE: That could be done under the Health Act.

THE ATTORNEY GENERAL: Then why object to the clause?

MR. LEAKE: Because it went further.

THE ATTORNEY GENERAL: Exactly. Municipalities should be protected when acting for the benefit of the whole community, even if the individual had to suffer. The proviso had never been complained of in other countries, and was it likely that the municipalities of this colony would be the first to arbitrarily use this power? Hon. members should place some confidence in the gentlemen controlling municipalities.

MR. ILLINGWORTH: How much did it cost to fill up the West Melbourne swamp?

MR. EWING supported the striking out of the clause. If a municipality chose to build an embankment which they saw fit to call a street, in front of a poor man's allotment, they might, under the clause, call on that man to fill up his land, and to raise his house to the street level.

THE PREMIER: No; buildings were excepted by an amendment passed earlier in the evening.

MR. EWING: Again, the council could build an embankment in the shape of a road in front of a market garden, providing no waterways, and interfering with the drainage of the property.

MR. A. FORREST: For whom were roads made?

MR. EWING: For the benefit of the community; but they should not be made to the injury of individuals, and if such injury were caused, then the council should either compensate the property-owner or should make proper waterways under the road. The clause was an easy way of avoiding the old common-law liabilities of municipalities, the outcome of the wisdom of judges and legislators from time immemorial. The amendment, in exempting buildings from the clause, recognised the injustice of the principle, which was altogether wrong.

THE PREMIER: At first sight he had thought the clause somewhat arbitrary; but having heard the arguments, and finding that it had been in operation elsewhere for many years, he was inclined to think the clause should stand. The municipalities had great responsibilities cast on them, and they required protection just as much as individuals did. It seemed to him the flooding of a man's ground from a street was a fruitful source of litigation, very fruitful for the owner, as a rule, because public bodies

were brought into Court and mulcted in large damages in trying to do their duty to the large body of the citizens. There seemed to be a disposition now-a-days not to show any consideration to municipal bodies or the Government. Municipalities were in the same position as the Government, acting in the interests of the whole community. He did not see why this power should not be given. He could not make himself believe the power would be used arbitrarily. As a rule the power would be used wisely, and although the hon. member for the Swan (Mr. Ewing) made an appeal in the interests of the poor man, he did not think the poor man came in here any more than the rich man did.

MR. EWING: Call him the small property owner then.

THE PREMIER: If the hon. member had said that this Bill would do away with a fruitful source of litigation, then he would have been right. Hon. members might just as well tell him the Government would act unjustly as to tell him a municipal body would act unjustly. Injustice was not known to a public body; they meant to do what was right, and if they did not do what was right there was a means of making them do what was right. He did not believe the citizens would allow municipalities to be robbed. Because a little drop of water ran on to a man's place, that man brought an action against the municipality for damages. A clause such as this would have a good effect. It would enable a municipality to say: "Your land is low-lying; it is a source of danger; at any rate it is low-lying, and in your own interests you should raise it up." A person should not have the right to sue the whole body of citizens because his land was low-lying. Believing that the power would be used reasonably, and to the advantage of the citizens generally, and seeing that this power had been in force for years elsewhere, he did not see why we should strike the provision out of the Bill.

MR. EWING: The Premier was under a misapprehension. He had concluded that this clause only applied to low-lying and swampy lands. If the clause meant that low-lying lands and unhealthy lands had to be filled up, there was ample provision for that in the Health Act. Land might be high, perfectly dry and healthy, but no matter how high or suitable the land might be, the municipal council could compel people to build it up still higher.

MR. A. FORREST: The council had for years been paying sums of money for damages caused through rainfall, and the hon. member for the Swan (Mr. Ewing) was one of those who had issued writs against the City Council. The municipality had paid claims to get rid of the claimants. There were a number of Chinamen who sent in claims. To-day he received a claim for £30, and this went on year after year. Last year the municipality paid these Chinamen £60, and now this year they sent in a claim for £30. We wanted to be able to say: "If you, John Chinaman, touch up the City Council, we will make you fill in your land."

MR. EWING: How could they fill in six acres?

MR. A. FORREST: It was only a small piece of land.

MR. EWING: But the same power would apply equally to 20 acres.

MR. A. FORREST: The whole body of ratepayers should not be mulcted in damages and costs, which were very heavy, because one man neglected to fill in his land. A municipality dared not go into the Supreme Court with a case, as they might lose, and the municipality would have a poor show of getting fair play against the owner of the land, because if a verdict was given against the owner of the land, probably he could not pay. The member for the Nelson (Sir James G. Lee Steere) need not be afraid the municipality was going to try and ruin the ratepayers. Members of municipalities had to look to the support of the ratepayers to put them in again.

SIR JAMES G. LEE STEERE: They wanted the power.

MR. A. FORREST: We only asked for the power; it would not be abused.

THE MINISTER OF MINES: There was a very great power given under the clause, and it was for the Committee to say whether the municipalities should have that power. Hon. members seemed to have only the swampy lands of the city of Perth in mind when dealing with this question, but he would remind hon. members that in one part of St. George's

Terrace the lands were three feet below the natural level of the road.

MR. ILLINGWORTH: A whole storey below the level.

THE MINISTER OF MINES: That was so. He believed under this clause the municipality had power to compel the owners of that land to fill in the whole of the land from end to end up to the level of the street. A man might have on the outskirts of a town a block of land valued at £20; a municipality might raise the street in front of that land three feet, and then call on the owner of the land to fill in the land to the level of the street, which might cost ten times as much as the land was worth. Under the Health Act the municipality had power to call on owners of adjoining property, if a nuisance existed by water lying on the land, to fill in the ground, and it did not matter whether the nuisance was caused by the municipality or not. He believed that was the position of affairs. This clause in the Bill nullified the clause of the Health Act, which made the persons who were responsible for the nuisance liable.

THE ATTORNEY GENERAL: There was a misapprehension as to the proper way of interpreting the clause. The question seemed to be argued from the point of view of one private individual against another, but it was a question of giving power to a public body to do something for the public good.

MR. EWING: Not necessarily for the public good.

THE ATTORNEY GENERAL: Yes. *Salus populi suprema est lex* was the biggest maxim in the legal dictionary.

MR. EWING: But it was not necessarily for the public good.

THE ATTORNEY GENERAL: Undoubtedly it was for the public good. The object was to shift the burden from the municipalities to the individual, because it was unfair that municipalities, having constructed a public road for the public good, should be mulcted in damages. Nearly every third clause in the Bill was of a discretionary character, and it was not necessary that the power should be exercised. He could not imagine that a representative body would be so insane as to act in a way that might be considered arbitrary. There would be public indignation expressed, and members of a municipal body would not gain their seats again, but would receive public execration.

MR. WILSON: The argument of the Attorney General was that municipalities might construct works for the public good to the injury of the private individual. He could not support that theory. If any work was undertaken for the public good, any injury done should be compensated for at the public expense. This clause gave the council power to enforce the filling in of pretty well half the city of Perth if it was desired to do so. It was not fair that municipal councils should have that power, and while he had sympathy with the mayor and councillors of Perth, having been a member of that body, yet he could see that if the construction of a roadway caused water to overflow a piece of land, resulting in damage, and the council were sued for compensation, the council must put up with the consequences. Power should not be given to enable a council to practically ruin the owner of a piece of land, as might be the case if the power proposed in this clause were exercised. It had been said one object of this Bill was to enable the Perth Council to fill up ground which had been used for brick-making purposes, as in the case of the old brick-yard at East Perth; but if the proprietors of that ground wished to work it again as a brick-yard, and of course they might do so, why should the council have it in their power to prevent those persons from carrying on that industry, by enforcing a clause requiring the owners to fill up that ground where it was low? If low-lying ground were dangerous to traffic or to public health, it would be right that councils should have power to compel owners to fill up such ground. If the clause were not struck out, he intended to move as an amendment that the following words be inserted: "Provided such low-lying ground is dangerous to traffic."

MR. GEORGE: It was not desirable to strike out the clause, and a council did require some such power; but unless he could have an assurance from the member in charge of the Bill, and the Attorney General assisting him, that the clause would be amended in the way suggested by the member for the Canning (Mr. Wilson), he would feel it an imperative

duty to vote against the clause; for in its present form it struck at the liberty of every ratepayer in the city of Perth in a manner for which there was no precedent that he knew of.

MR. A. FORREST: Victoria had this very clause.

MR. GEORGE: Whatever the hon. member might say, the fact remained that it was not safe to give this unqualified power to municipal councils, by which they might oppress particular ratepayers, and he objected to be practically bullied into accepting it. The member in charge of the Bill had done all he could to force this Bill through without amendment, and if the Committee were willing to accept a measure pressed upon them in that way, members might as well hand over the whole powers of the Assembly to the Government and to the gentleman who was the "power behind the throne." The action of the mayor of Perth in pressing this Bill through as he had done had been noted by many of the poorer ratepayers, and they would remember it.

MR. A. FORREST: They would have an opportunity in November next.

MR. QUINLAN supported the suggestion made by the member for the Canning (Mr. Wilson), because some such power as this was necessary, but not in so arbitrary a form. Perth municipality was suffering from cases like that which resulted in an action brought recently by a person named Buzza, who was said to have been injured by the unevenness of a footpath; but it was well-known that as soon as he got the verdict of £400 damages, he "shed" his crutches, and showed that he really had not suffered much after all. Therefore, the clause as proposed to be amended was necessary, though it could hardly be intended to cover such an area as ten or twenty acres; but the owner should be compelled to fill in a sufficient portion of his allotment to prevent the road falling away into his ground.

Amendment (Mr. Leake's) put and passed, and the clause struck out.

Clauses 277 to 284 inclusive—agreed to.

Clause 285—Construction of main sewers, etc.:

MR. EWING: Why did not this clause contain the proviso in section 110 of the Municipalities Act, to the effect that if a drain were constructed through private property, compensation must be paid to the owner for any injury done? The clause gave fairly comprehensive powers. Was there any provision in the Bill for compensation? He could not find any.

MR. A. FORREST: The council had power now to make drains through private property, and if the property were injured they had to pay compensation. If, however, the sewer were constructed under a cellar without creating a nuisance, then the council, acting in the interests of the ratepayers, did not wish to pay compensation. Several actions for compensation in respect of drains were now pending against the Perth City Council.

MR. WILSON: The plaintiffs would have to prove damage.

MR. A. FORREST: Yes; but the whole of the ratepayers' money was used up in fighting such cases. The object of the Bill all through was to avoid litigation.

MR. GEORGE: Was it recognised in the Bill that the making of underground sewers might seriously interfere with a man's business? Such drains would be made under houses in places where the traffic was congested.

MR. LEAKE: Was it intended to do all this work without compensating property-holders?

MR. A. FORREST: The Perth Council had no money for compensation.

MR. LEAKE: Then they must not do the work.

MR. A. FORREST: Then the people would not get drainage.

MR. LEAKE: Quite right. Councils should not be allowed to enter on private property to remove a wall or building without compensation.

MR. A. FORREST: Any damage done would be paid for.

MR. LEAKE: A future mayor of Perth might not indorse that statement.

MR. EWING: Power was required to compel the council to pay for injuries done.

MR. LEAKE: Precisely. If councils were responsible for injuries, no more damage would be done than could be avoided.

MR. A. FORREST: Clause 244 contained provision for compensation.

MR. EWING: And the same proviso should be inserted in this clause, for what was good in respect of drains and watercourses was equally good in the case of sewers. He moved that after the word "accordingly," in line 9, the following be inserted: "and such council shall make compensation to the owners and occupiers of any lands for any damage which they may sustain through the exercise of the powers conferred by this section."

MR. A. FORREST: That would be a fruitful source of litigation.

MR. EWING: In the past this proviso had not pressed harshly on the Perth Council.

MR. A. FORREST: It had cost that municipality £2,000.

MR. GEORGE: But the municipality was better able to pay than the individuals injured.

THE PREMIER: The proviso would be good for the lawyers.

MR. EWING: That was hardly the question. The other night he had given the Ministry credit for honesty: the same courtesy might be extended to him.

THE PREMIER withdrew his remark.

THE ATTORNEY GENERAL: If the words proposed were inserted, the preceding words were mere surplusage; for there must be some meaning attaching to the words "subject to the provisions hereof relating to the compulsory taking of lands for works or undertakings." The compensation clause was thus incorporated in Clause 285.

MR. EWING: That was very doubtful.

THE ATTORNEY GENERAL: No; the intention to compensate was clear.

MR. EWING: Which clause provided for compensation?

THE ATTORNEY GENERAL: By one portion of the Bill, the Land Resumption Acts were adopted in the measure, thereby giving ample protection to anyone whose property might be injured.

MR. EWING: The amendment would make it clear that compensation must be given. The clause as drafted merely provided that certain notices should be given in the event of the council taking possession of lands. There was no provision for compensation, and his amendment made it clear that compensation had to be given. The words standing alone only meant that the authorities could enter on the land, subject to the provisions of that portion dealing with land resumption, for the giving of the necessary notice; if the clause went on to say that the authorities should pay compensation then the clause might bear the construction put upon it, but at present the clause only dealt with entry.

THE ATTORNEY GENERAL: Clause 221 said, for the purpose of ascertaining the amount of compensation to be paid for any land taken, the Land Resumption Acts of 1894 and 1896 were incorporated with this Bill and should be construed together as one Act, and take effect with regard to all works and undertakings for the purposes of which the council might be authorised to take and use lands, and not otherwise. Then there were the words in the clause under consideration: "subject to the provisions hereof relating to the compulsory taking of lands for works or undertakings, carry the same into or through such lands accordingly." That meant if the council did anything under Clause 285, it must compensate according to the provisions of the Land Resumption Acts.

MR. LEAKE: There was no doubt in his mind as to the effect of the clause. Compensation did not necessarily follow. Clause 221 incorporated the Land Resumption Acts for certain purposes; and before the Land Resumption Acts could come into play, it must be shown that lands had been taken, whereas in the clause under consideration there was not a word about taking land. It was clear that the contention of the member for the Swan (Mr. Ewing) was correct.

MR. SOLOMON: Suppose a municipality were to undermine land for a sewer, and a building on that land were affected?

THE ATTORNEY GENERAL: The municipality would have to pay compensation.

MR. EWING said he entirely disagreed with the view taken by the Attorney General. He could not see that the construction placed upon the clause by the hon. gentleman was correct. The words "subject to the provisions hereof relating to the compulsory taking of lands for works or undertakings" were very dangerous words, for they might mean that the municipality could not construct a sewer until the land had been resumed.

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

| | |
|---|---|
| Ayes ... ... ... | 11 |
| Noes ... ... ... | 12 |
| Majority against ... | 1 |

| Ayes. | Noes. |
|---|---|
| Mr. Ewing | Sir John Forrest |
| Mr. Hassell | Mr. A. Forrest |
| Mr. Illingworth | Mr. Higham |
| Mr. Leake | Mr. Lefroy |
| Mr. Oats | Mr. Locke |
| Mr. Robson | Mr. Pennefather |
| Mr. Solomon | Mr. Phillips |
| Sir J. G. Lee Steere | Mr. Piesse |
| Hon. H. W. Venn | Mr. Quinlan |
| Mr. Wilson | Mr. Rason |
| Mr. George (*Teller*). | Mr. Throssell |
| | Mr. Hubble (*Teller*). |

Amendment thus negatived.

MR. GEORGE moved that progress be reported.

Motion put and negatived.

At 6·30, the CHAIRMAN left the Chair.

At 7·30, Chair resumed.

MR. GEORGE moved that all words after "necessary," in line 2 to "accordingly," in line 9, be struck out. His reason was that the powers given under this clause might be so far-reaching in their operation as against owners and ratepayers, that it was necessary to expressly limit the powers. In the case of Perth, for example, he believed the council had no right of property in the streets, as they had never been formally transferred from the Crown to the council, although the citizens had, through their representatives, been expending large sums in making and improving streets. He had a strong objection against power being given to a council to carry the construction of a sewer into private land, constructing a sewer perhaps to a great depth and imperilling the safety of property. Any risk of this kind should not be thrown on the owners of the property affected, but on the council which undertook the work; and any incidental injury done to a business during the construction of a sewer, or works of that kind, should entitle the owner to compensation, as the council had no right to interfere with people's businesses when carrying out public works. He was aware that those in charge of the Bill did not consider this aspect of the case, and seemed to think that too much power could not be given: and, in fact, the Bill, in many places proposed to take the power which practically amounted to confiscation of private property. If ratepayers only understood the real effect of some of the provisions of this Bill, they would rise up in a body and protest against it. In many cases the only object appeared to be to take away the rights of individuals and confiscate them for the purpose of municipal government; and if members would treat a Bill of this kind lightly, and permit such infringement on the rights of private property, Parliament would be perpetrating a great wrong. Throughout the Bill there was not sufficient consideration given to the fact that municipalities should not have the powers of an autocratic government.

THE ATTORNEY GENERAL: Hon. members would see that the powers proposed to be given to councils in this clause were absolutely necessary for the work which had to be done by local bodies, and the powers were to be exercised only on the basis of compensation being given where injury was done. So far as interference with private rights was concerned, where special injury was done to property, the clause provided that there should be a right of compensation. The amendment, however, proposed to go further, by providing that where there was a temporary inconvenience caused to a person's business, that individual ought to be compensated by the municipality. If that principle were carried out, then every tenement-holder in Hay Street would have had a right of action against the council, because while that street was recently being paved, the businesses must have been interfered with to some extent. The Perth Council would require the wealth of the Indies to stand such a drain as that.

MR. GEORGE: Or the deficit of a Forrest Government.

THE ATTORNEY GENERAL: A deficit was probably what the hon. member wanted.

MR. GEORGE said he would like to have it.

MR. EWING: The pavement of Hay Street had no application to the clause, for such work was not carried on in private property. It was only when the council entered upon private lands that compensation should be given to property-holders injured. Clause 221 applied only

to the taking of lands. The word "take" could not apply to the running of sewers through land, for there was no "taking" in that case. By adding another clause, the desired effect would be gained, namely, that the council should have the right to make sewers through private lands, but that the owner should have a right to compensation in the event of injury.

THE ATTORNEY GENERAL: After careful study of Clause 285, he reiterated that it provided for compensation for any injurious interference with private property. Clause 221 dealt only with the taking of land; but Clause 285 applied not to the taking of land, but to the creation of an easement through land; and the words in Clause 285, "subject to the provisions hereof relating to the compulsory taking of lands for works or undertakings," practically incorporated Clause 221, evidently showing that, when an easement was occasioned by the construction of a sewer through private land, the council must give compensation under the provisions of the Land Resumption Acts.

MR. EWING: If the land were taken.

THE ATTORNEY GENERAL: No; if a sewer were made through the land. For 25 years the clause had stood the test of criticism in Victoria, and in the Victorian Law Reports not one decision had been recorded against it. How then could it be maintained that the clause was not clear?

MR. EWING: When lands were actually taken for the construction of a sewer, clearly the council must pay under the Land Resumption Acts; but when a sewer was made through the land without the land being taken, it did not appear that compensation must be paid.

THE ATTORNEY GENERAL: The clause provided that the council might, subject to the provisions of the Bill relating to the compulsory taking of lands for works and undertakings, carry sewers into and through private lands, showing that, where such work was done, compensation must be paid.

MR. EWING: The clause did not say so, but read, "subject to the provisions hereof relating to the compulsory taking of lands." Only when the lands were taken must compensation be paid.

THE ATTORNEY GENERAL: Even if only an easement were taken, compensation must be given under the clause.

MR. EWING: The point was doubtful. Why not make it clear?

MR. GEORGE: Seeing that two undoubted legal authorities differed on the interpretation of the clause before it became law, what must we expect if it were passed? He would stick to his amendment. Strike out the doubtful words, and there would no longer be doubt.

MR. LEAKE: Were the council to be allowed all these powers without the possibility of compensation to owners of property?

MR. A. FORREST: The clause could not be struck out.

MR. LEAKE: The hon. member apparently would not listen to reason, nor submit to any modification, nor accept any proposal to amend this unreasonable clause, which provided that the council might carry sewers through and across all underground cellars and vaults. Fancy carrying a sewer through a man's cellar, or through the basement of his building, which might be a warehouse or a bank! Yet the council were to have power to do that without compensation. Such power ought not to be given to any municipality. No man's rights or property should be interfered with without compensation; and if ever there was a case for compensation, this was one. How could any property-holder within a municipality feel secure when such power was vested in the council? Councils would make sewers in any direction they chose.

THE PREMIER: But the Committee were advised that the clause provided for compensation.

MR. LEAKE: The clause provided, firstly, that the council might make sewers; then that they might carry sewers through certain places. He drew special attention to the fact that there was no power to take land. The clause which the member for West Kimberley (Mr. A. Forrest) and the Attorney General said forced the council to give compensation was Clause 221, which said, for the purpose of ascertaining the amount of compensation to be paid for any land taken, the Land Resumption Acts were incorporated with the Bill. That contemplated a taking—the depriv-

ing a man of something he was possessed of and vesting it in the council.

THE PREMIER: This provision was in the Victorian Act.

MR LEAKE: We were not in Victoria, nor were we legislating for Victoria, but for this colony. Clause 244 said the council should give compensation when they made and opened ditches, gutters, tunnels, drains, and water-courses; but when we dealt with this clause the council were not bound to give compensation, which appeared to him to be outrageous. He moved that the clause be struck out.

THE PREMIER: Why not amend it?

MR. LEAKE: We had tried to amend it, but the member in charge of the Bill would not accept an amendment. The hon. member (Mr. A. Forrest) said he was in charge of the Bill, and was going to carry it through without any amendments.

MR. GEORGE withdrew his suggested amendment.

THE PREMIER said he did not suppose anyone was agreeable to letting the City Council invade a man's property and injure it, and not pay compensation. He did not understand that was either intended or desired. It seemed that doctors differed in this case. Some lawyers said the clause was all right and some said it was not. Unless it was in express terms that compensation was not to be paid, he would say that compensation would have to be paid, if any injury were done.

MR. GEORGE: Then why not make it clear?

THE PREMIER: It would be well if some hon. member proposed an amendment to make the clause clear.

MR. GEORGE: But the member in charge of the Bill would not accept an amendment.

THE PREMIER: The Attorney General had said compensation would have to be paid, but he (the Premier) would advise, if that was not clear, the Committee should make it clear. He should say that the clause did not bear the construction that compensation was not to be paid. Such a provision could not have been in the Victorian Act for all these years if that were so. He was inclined to think that the reading of the clause according to the Attorney General was right; but he should not object to the clause being made clearer.

MR. GEORGE: There had been no sewerage system in Melbourne until the last few years, until the Metropolitan Board of Works was started. In Melbourne there were huge gutters; therefore no question of this sort could have arisen there. Then, again, Melbourne was much more easy to drain than Perth would be.

THE PREMIER: The wording of the clause appeared to him to be as clear as possible. It said the council might, subject to the provisions hereof relating to the compulsory taking of land for works or undertakings, carry the same into or through such lands accordingly. What were the provisions relating to the compulsory taking of lands under the Land Resumption Acts? Land could not be taken for nothing.

MR. WILSON: But the land was not going to be taken. In the case that the clause provided for, the land was only going to be injured.

MR. EWING: The council was going to injure the land by putting a sewer through it.

THE PREMIER said he was not going to support any clause which permitted a municipality to injure a man's land without compensation being given. The clause might be altered to suit all sides.

MR. ILLINGWORTH: The cellars of many large buildings were constructed under the footpaths for the purpose of obtaining light. What the clause provided for, and what it was intended to be used for, was that, where a cellar came out beyond the flush of a man's land into the street, power was given that the sewerage department could put a sewer through that portion of the cellar, because it stated: "If needful may carry a sewer through and across all underground cellars and vaults under any of the streets." Power was given by the clause to pass through the actual premises, but, as he read the clause, the land was taken subject to the provisions of the Bill. The whole question before the Committee was: did the clause give the council the right to carry a sewer through a man's property; to dig a big trench and insert a sewer and then cover it up again without paying compensation? As he read the clause, it did give that power, and unless the corporation took land, no provision was made for compen-

sation. A sewer might be carried under a building five storeys high, which would materially injure the building. If by the clause we established the right of the council to carry sewers where they pleased and paid for nothing except where they took the land, then we were going beyond the powers that should be given to any municipal body.

MR. EWING: The Premier was labouring under a misconception when he said that if the council built a sewer or did anything to injure a man's property, the common law provided that the council should pay for the damage done. That was true as to the case of individuals, but where a corporation was given a statutory power to do a certain act, compensation could not be recovered unless the work was done negligently. The Attorney General had again referred to the clause under which the suggested power to recover compensation was provided. Clause 221 referred to the Land Resumption Act. He had turned up that Act, and what did he find? Take the case of a sewer running through a man's cellar: the Land Resumption Act dealt only with the land in fee simple which was taken, or leasehold land; then it went on to say that there should be published in the *Government Gazette* a description of the land taken and the boundaries. How could the Attorney General contend that, if a corporation were to put a sewer through a cellar, the corporation could give a description of the land taken, the transfer of the land, and vest the piece of air through which the sewer went in the council? The thing was too absurd to his mind to argue.

THE ATTORNEY GENERAL: That showed that it only applied to the compensation part of the clause.

MR. EWING: It only applied to compensation for land taken. There was power to do a certain thing, subject to this Bill which provided that the council should pay compensation, not for going through a man's premises, but for the land taken. How was it possible to describe a piece of air, from wall to wall, that the sewer went through. It could not be vested in the council. The provisions of the Bill showed that nothing of the kind was contemplated.

MR. LEAKE: The Attorney General said this clause was taken from the Victorian Act. There was an Act referring to municipalities passed in England in 1885—the Public Health Act—and no doubt in the Victorian Act there was the same provision as was contained in the English Act, to the effect that compensation should be given in case of damage by the local authority.

THE ATTORNEY GENERAL: The very language contained in this Bill was used in the Victorian Act.

MR. LEAKE: Would the Attorney General say whether there was such a sub-clause as that contained in the English Act in the Victorian Act, providing that if any person sustained damage by reason of the exercise of the powers of the Act, full compensation should be made to such person by the authority exercising the power?

THE ATTORNEY GENERAL: No.

MR. LEAKE: Then there ought to be. In the Bill before the Committee the compensating power was given in certain clauses, but not in others. Where the power was of vital importance it was mysteriously left out of the clause.

MR. WILSON: All were agreed that hon. members were asking for only what was reasonable. It was unfortunate that the member in charge of the Bill would not accept an amendment such as was proposed. All that was desired was that a similar provision to that contained in Clause 244 should be inserted in this clause. If such a provision was equitable in Clause 244, why not introduce it into Clause 285? He (Mr. Wilson) was pleased to hear the Premier say that he would be no party to anyone sustaining damage without compensation being given. Why the member in charge of the Bill should fight for a clause which he said himself was to avoid litigation against the City Council, one could not tell. If the City Council did wrong that body might be sued the same as an individual, and it was incumbent on the Committee to see that the individual should suffer no damage through the legislation of this House. He intended to vote for the clause being struck out at this stage, so that it might be remodelled on recommital.

MR. LEAKE suggested that a special clause should be put in, to the effect that where any person sustains any damage by reason of the exercise of any powers

in this Act, in relation to any matter as to which he is not in default, compensation should be made to such person by the council exercising such powers.

THE PREMIER said that could be agreed to.

Amendment put and negatived, and the clause passed as printed.

Clauses 286 to 293, inclusive—agreed to.

Clause 294—Council may contract for water supply:

MR. GEORGE: There should be a poll of the ratepayers before the exercise of the powers given in this clause; for it was not wise to leave to the mayor and councillors of a municipality the responsibility of applying to the Governor for power to purchase waterworks, unless a poll of the ratepayers had first been taken, because, without that provision, the clause would be dangerous. Where there was any vital matter affecting a community, that community should have the right to be consulted on it, rather than that excessive powers should be granted to a municipal governing body, some of whose members might have been elected without the particular question having been raised when the election took place. He moved that the following be added to the clause: "Provided, however, that no purchase shall be effected until a poll of the ratepayers has been first taken.

MR. A. FORREST said he did not object to the additional words, because no money could be borrowed without a poll of the ratepayers being first taken. It was also provided in the Bill that, in regard to future loans, a poll should be taken for and against the proposed loan, and if the majority were against the loan, it could not be carried out. He did not think any municipal council in this colony would attempt to borrow money for waterworks without first asking the consent of the ratepayers.

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

Clauses 295 to 314 inclusive—agreed to.

Clause 315—Carts to be weighed at one of the machines provided by council:

MR. ILLINGWORTH: It was hard that a man, having his cart loaded, should be compelled to take it half a mile to the nearest weighing machine, and do it at his own cost. As an amendment, he moved that in line eight the word "half" be struck out and "quarter of" be inserted in lieu thereof. This would make the distance a quarter of a mile, which was as much as a man should be required to travel his cart in the circumstances.

Amendment put and passed, and the clause amended consequentially.

Clause as amended agreed to.

Clauses 316 to 330, inclusive—agreed to.

Clause 331—Council authorised to strike a rate:

THE ATTORNEY GENERAL: A mistake appeared in line 2, and he moved that the word "two" be struck out, and "three" inserted in lieu thereof.

Amendment put and passed.

MR. QUINLAN further moved that in line 6 the words "two shillings" be struck out, and "one shilling and six pence" inserted in lieu thereof. The maximum amount of the general rate stated in the amendment was the same as in the present Act, and that had always been the maximum for the general rate in this colony, and had been found to be ample in the past for all necessary purposes. The existing Act gave power to strike water and health rates in addition to general rates, but the Bill also provided for an extra rate and a special rate. By these means the gross rates of a municipality might be 5s. 6d. in the £. A rate of 1s. 6d. had always sufficed for Perth, and the proposed alteration would not be appreciated by ratepayers in any of the older towns in the colony. The 2s. rate was inserted in the Bill at the instance of the goldfields representatives at the conference, who stated that in their newly-formed towns extra revenues were required; yet it would be dangerous to give such power to all municipalities, some of which, including Perth, were not too careful of their funds.

MR. A. FORREST: At the conference the goldfields representatives had decided on the 2s. maximum, on the ground that the value of lands in their townships being small, a 1s. 6d. rate would not suffice. That would be unobjectionable if the increased rate applied only to such towns; but as such a provision was impracticable, he must support the amendment; though, as president of the con-

ferences, he was bound to do his best to have the Bill passed in its entirety. One or two members, like the member for the Murray (Mr. George), had abused him for what was called his obstinacy in defending the Bill from attack; but he was only doing his duty to the three municipal conferences over which he had presided. He would be in favour of a 2s. maximum for municipalities under 1,000 inhabitants.

MR. SOLOMAN supported the amendment. The general rate of 1s. 6d. had answered all purposes for many years, and the great increase in values rendered an alteration unnecessary, the ratepayers, in view of the other rates imposed, being heavily taxed already.

Amendment (Mr. Quinlan's) put and passed.

MR. EWING: The seventh line of the clause read "two shillings in the pound in any one year upon the annual unimproved or capital value of all ratable land." The general rate was surely intended to be struck on the annual unimproved value; but a rate of 1s. 6d. on the unimproved capital value would be a fearful tax.

MR. A. FORREST: That was not intended.

MR. EWING moved that the words "or capital," in line 7, be struck out.

THE ATTORNEY GENERAL: Those words provided for the alternative system of valuation, namely, on the capital or unimproved value, the first system being on the annual value of land. The one system was to tax on frontage values, and the other to tax on annual values. Subclause 2 of Clause 335 defined the unimproved value of land.

MR. QUINLAN: By that clause land could be taxed either on the capital or the unimproved value.

MR. EWING: There could be no objection to striking out the words as he proposed. The mode of ascertaining the annual rate was provided for later on.

MR. A. FORREST said he understood that in the words "annual, unimproved, or capital value," three different bases of rating were provided—the annual value, the unimproved value, and the capital value of the land.

MR. WOOD supported the amendment. It would be absurd to attempt to levy a rate of 2s, or even 1s., in the £ on the unimproved or capital value.

MR. A. FORREST: The clause was most important, and these words should not be struck out without consideration. He moved that progress be reported.

Motion put and passed.

Progress reported, and leave given to sit again.

## PATENTS, DESIGNS, AND TRADE MARKS BILL.

### IN COMMITTEE.

Clauses 1 and 2—agreed to.

Clause 3—General definitions:

THE ATTORNEY GENERAL moved that the following words be inserted after the definition of "invention:"

> The terms "true and first inventor," "true inventor," and "inventor," shall, to the extent that the context does not express, include the person who is the actual inventor of any invention or his assigns, or if the actual inventor be dead his legal representatives, or (if the actual inventor, his legal representatives or assigns, is or are not resident in Western Australia) any person to whom such invention has been communicated by the actual inventor, his legal representatives or assigns, but shall not include a person importing an invention from any other colony or country without the authority of the actual inventor, his legal representatives, or assigns.

The amendment would prevent strangers coming to the colony and registering here inventions to which they had no claim.

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

Clauses 4 to 11, inclusive—agreed to.

Clause 12—Time for leaving complete specification:

MR. GEORGE asked the Attorney General to alter the time from three months to one month.

THE ATTORNEY GENERAL: The time, which was one month in the present Act, had been altered to three months to assist applicants, as some applicants could not complete within the time.

MR. GEORGE: There was not the slightest doubt the Patent Office had good reasons for desiring this alteration. His reason for desiring to alter the time to one month was that by lengthening the time the man who had very little money was placed at a disadvantage. A man might place an application for provisional protection in the office and if he was short of cash, he must make his complete specification within nine months; another man

who was not pinched for money, could get the time extended for three months, and during that time would be able to examine the complete specifications of the man who had not sufficient money to complete his application within a short time. The bulk of the useful inventions of the world had sprung from the necessities of men who had had to get over work quickly, and they had set their brains to work to find out a means of doing this. He was anxious to protect these men who were not blessed with too much of this world's goods. There was no valid reason why three months should stand instead of one month, and in the English Act one month was provided.

THE ATTORNEY GENERAL: By Clause 20 the provisional application protected the rights of the first applicant until his patent was issued, and when his patent was issued it could not be assailed; therefore, he could not see how the suggestion to make the time shorter would in any way affect the rights of the poor patentee as against the rich patentee. The man who first put an application in was the man who got the patent. No disadvantage could be attached to the poor patentee, because his rights were determined by Clause 20. Supposing the Patent Office required further information they might have to send to a distant part of the world for it; therefore, three months was not too long.

MR. GEORGE: Surely nine months was sufficient for that.

THE ATTORNEY GENERAL: It depended on the complex nature of the patent.

MR. GEORGE: It would be as well to follow the English law in this respect.

THE ATTORNEY GENERAL: England was in the centre of all the countries where most inventions were patented, and the same length of time was consequently not required.

Clause put and passed.

Clause 13—Comparison of provisional and complete specification:

THE ATTORNEY GENERAL moved that in line 4 of Sub-clause 4 after "allow," the words "or such extended time as may be allowed for the hearing of the complete specification," be inserted.

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

Clause 14—Power to refuse patent where it appears that the invention is not new:

MR. GEORGE: How far did the latter part of the paragraph go? Did it refer to any publication in any part of the world?

THE ATTORNEY GENERAL: Yes.

Clause put and passed.

Clauses 15 to 23, inclusive—agreed to.

Clause 24—Amendment of specification:

THE ATTORNEY GENERAL moved that in Sub-clause 4, line 1, the words "law officer" be struck out and "registrar" inserted in lieu thereof; also, at the end of the sub-clause, after "allowed" there be inserted "but subject to appeal to the law officer."

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

Clauses 25 to end—agreed to.

Schedule 1—agreed to.

Schedule 2:

THE ATTORNEY-GENERAL moved that in the second last line the words "and to be sealed as of the" be struck out, and "this" inserted in lieu thereof; also that the words, "patent office" be struck out, and "the colony" inserted in lieu thereof.

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

Schedule 3—agreed to.

Title—agreed to.

Bill reported with amendments.

## POLICE ACT AMENDMENT BILL (BETTING).

### SECOND READING.

Debate resumed on motion for second reading, adjourned from previous day.

MR. HIGHAM moved that the debate be further adjourned, because he had not been able to get the amendments he desired drafted.

MR. JAMES: The Bill consisted of a single clause, which had come to this House from the Legislative Council; and he could not understand why the Bill involved a principle of such difficulty that it required to be adjourned time after time for the drafting of amendments.

MR. ILLINGWORTH (in charge of the Bill) asked hon. members to allow the second reading to pass. He was not

entirely in accord with the Bill, but any alterations to be made would have to be dealt with in Committee.

MR. HIGHAM asked leave to withdraw his motion.

*Motion for adjournment, by leave, withdrawn.*

MR. LOCKE (Sussex): I do not know whether they are trying to spring a point on us. If we pass the second reading, we may be pledging ourselves to the Bill to a certain extent. It is my intention to oppose the Bill; and if, by letting the second reading go, I am to lose any points in it, I should like to have the Speaker's ruling.

THE PREMIER: If the hon. member wants to throw the Bill out, it should be done on the second reading.

MR. LOCKE: Then the right thing would be to move that the Bill be read a second time this day six months. It appears to me this Bill is brought forward by some "goody-goodies" in this and another place, and I intend to block it at every stage I can.

Question—that the Bill be read a second time—put, and passed on the voices.

### ADJOURNMENT.

The House adjourned at 9·35 p.m., until the next Tuesday.

# Legislative Assembly.

*Tuesday, 19th September, 1899.*

Petition: Commonwealth Bill—Papers presented—Question: *Seabrook Battery, Purchase of Trucks*—Motion: Midland Railway Company, Joint Committee, Extension of Time—Constitution Acts Amendment Bill, Report of Select Committee on Schedule 2—Pharmacy and Poisons Act Amendment Bill, first reading—Motion: Urgent Telegrams—Constitution Acts Amendment Bill, in Committee, Schedule 2 to end, reported—Industrial Conciliation and Arbitration Bill, motion to postpone—Municipal Institutions Bill, in Committee, Clauses 331 to 335, Division; progress—Draft Commonwealth Bill, Joint Committee's Report presented (debate)—Police Act Amendment Bill (Betting), in Committee, Clauses 1 and 2, progress—Bank Note Protection Bill, second reading, Division—Adjournment.

THE SPEAKER took the Chair at 4·30 o'clock, p.m.

PRAYERS.

### PETITION—COMMONWEALTH DRAFT BILL.

MR. LEAKE presented a petition from the Western Australian Federal League, praying the House to take all the necessary steps to have the Commonwealth Bill referred to the people in time to allow of Western Australia joining the union as an original State.

Petition received, read, and ordered to be printed.

### PAPERS PRESENTED.

By the PREMIER: 1, Return showing Government Liability undischarged, 1898-9; 2, Return showing Government Advertisements, as ordered.

Ordered to lie on the table.

### QUESTION—SEABROOK BATTERY, PURCHASE OF TRUCKS.

MR. HOLMES asked the Commissioner of Railways: 1, Whether the Railway Department has recently purchased a number of trucks from the Seabrook Battery Company. 2, If so, how many, and at what price. 3, Whether payment was made in cash, or settlement effected by contra account due to the department.

THE COMMISSIONER OF RAILWAYS replied:—1, Yes; 2, Forty, at £90 each; 3, Settlement was effected by contra account due to the department.