

gretted that the principle of land tax, which had been advocated by Labour people for many years, was being treated in the way it was in the House. The Bill was treated as a revenue measure, while for years the Labour people had advocated it from a knowledge of the evils of land ownership and with a desire to do justice to the people who were suffering by reason of the unequal ownership of land. Here we had the principle prostituted to suit the purpose of the Government.

Amendment put and negatived.

Mr. TROY: On the recommittal of the Bill, he would bring forward a sub-clause dealing with this question.

Clause as amended agreed to.

Clause 12—agreed to.

Progress reported on Clause 13, Liability of co-owners, and leave given to sit again.

ADJOURNMENT.

The House adjourned at 12.41 o'clock midnight, until Friday afternoon.

Legislative Assembly,

Friday, 22nd November, 1907.

	PAGE
Papers ordered: Hospital Death, Perth ...	969
Bills: Navigation Amendment, &c. ...	969
Nedlands Park Tramway, Com. discussion, progress ...	969

The SPEAKER took the Chair at 4.30 o'clock p.m.

Prayers.

PAPERS — HOSPITAL DEATH, PERTH.

On motion by Mr. Brebber, ordered: "That the whole of the papers bearing on the inquiry on the death of Mignouette

Coheny, who entered the Perth Hospital on the 15th August, 1905, and died on the 31st of the same month, be laid on the table; the papers to include a copy of the evidence given before Mr. Roe, and all papers showing the treatment by the nurses and medical attendants, and the magistrate's notes on the police court trial."

BILL—NAVIGATION AMENDMENT.

Third Reading.

Bill read a third time, and passed.

BILL—NEDLANDS PARK TRAMWAYS.

In Committee.

Mr. Hudson in the Chair, the Attorney General in charge of the Bill.

Clause 1—Short Title:

Mr. Scaddan: Had not the Premier promised the member for Guildford that the Bill would not be dealt with to-day, seeing that the hon. member who was absent had certain amendments on the Notice Paper?

The Premier: No promise was made with reference to this Bill. The promise was given with regard to the Narrogin-Wickepin Railway Bill.

The Attorney General: As a matter of fact, with one exception the amendments on the Notice Paper in the name of the member for Guildford were acceptable.

Clause passed.

Clause 2—Confirmation of Provisional Order:

Mr. WALKER: Had the necessary papers been laid on the table with reference to the agreement between the promoter and the local governing bodies? During the debate on the second reading, we were told that we could see the papers at the Subiaco Municipal Chambers; but the papers should be here for the inspection of members.

The ATTORNEY GENERAL: Owing to the absence of the Minister for Works, who had moved the second reading, the file of papers had been placed in his (the Attorney General's) possession, and he

was willing to lay them on the table. According to the agreement, in addition to the terms in the Provisional Order, there was a provision that the Subiaco municipality should receive three-fifths and the Claremont Roads Board two-fifths of the three per cent. of the gross takings on the tramway; while the Subiaco council would have the option, at the end of a certain period, of purchasing the baths that were to be erected, and of purchasing the tramway. Another provision was that the promoter could supply electric light at the will of the municipality. The agreement was executed on the 7th August, 1907, and was signed by Mr. Daglish, mayor of Subiaco, and Mr. Cooper, chairman of the Claremont Roads Board.

Mr. WALKER: It was necessary to have these papers on the table. It was a striking fact that the Minister now in charge of the measure had not read the documents. We should have someone in charge of the measure who had a knowledge of the documents; and in the absence of the Minister for Works it would be as well to report progress.

The Treasurer: All the information was given by the Minister for Works on the second reading.

Mr. Walker: No.

Mr. Collier: The Minister for Works had said members could go to Subiaco to see the papers.

Mr. WALKER: The papers should be placed on the table of the House, and unless members were thoroughly enlightened about the scheme, they had no right to pass a Bill of this sort. The measure was purely for the benefit of a private citizen. What collateral advantage might be gained by the Subiaco Council and the Claremont Roads Board he knew not, but the primary object of the Bill was of a private character. We might tolerate being in the dark on the second reading stage, but we should have the fullest possible information in Committee.

The ATTORNEY GENERAL: The agreement was on the file, and if members wished it he would read it through from end to end. The file no doubt began with a suggestion made by one party or another, and then would give the vari-

ous records of meetings and letters exchanged. These, however, were not important, for all the Committee was interested in was the agreement arrived at between the parties. That was all required to be sanctioned. Under Clause 7 of the agreement, the municipal council were to receive three-fifths and the roads board two-fifths of three per cent. of the gross takings, not payable until the expiration of four years from the granting of the Provisional Order. Under Clause 5 the promoter agreed to erect within three years a jetty and baths which the Subiaco Council would have the right to purchase. Until four years expired, there would be no duty on the part of the company to pay any portion of the three per cent. takings to the municipality and roads board. The promoter undertook to construct the line and erect a jetty and baths, and carry on all works, within three years of the date of the order.

Mr. Collier: What was the penalty if the promoter failed in his agreement?

The ATTORNEY GENERAL: In such circumstances the promoter would forfeit the portion of the work he had completed.

Mr. Scaddan: If he did no work he would lose nothing.

The ATTORNEY GENERAL: Would the promoter go to the expense of meeting the parties and entering into an agreement if he intended to do nothing? Clause 8 made provision for the purchase of the tramway by the Subiaco Council. By Clause 12 the promoter was empowered at the will of the local authorities to supply electric light. These were the salient portions of the agreement.

Mr. Scaddan: Could the promoter be compelled to carry out the work embodied in the Provisional Order?

The ATTORNEY GENERAL: The first clause of the agreement was that the promoter should immediately apply for a Provisional Order. That had been done. Then it was provided that within nine months after the confirmation of the Provisional Order, or within such extended time as the Minister for Works might approve, he should sub-

stantially commence the work in connection with the tramway and complete the same within nine months of such commencement, or in default forfeit the deposit made by him to the Colonial Treasurer in the terms of Section 11 of the Tramways Act, 1885. That provision had been before members for weeks.

Mr. Scaddan: According to the agreement, the promoter had three years in which to do the work.

THE ATTORNEY GENERAL: That was to complete the jetty and baths. The information before the Committee was full, and no more could be obtained. As explained on the second reading of the Bill, it was urgent that the matter should be proceeded with, as the object of getting the Bill through this session was to enable the work to be put in hand immediately.

Mr. Collier: Was there any information about the route?

THE PREMIER: The schedule to the Bill described the route.

Mr. Scaddan: It was promised that a map of the route should be provided.

THE ATTORNEY GENERAL: The locality plan, of which he had a copy, would not convey any more intelligence than the description in the schedule. The map attached to the papers showed the particular block of land, the distance from the foreshore, and the line of tramway.

MR. DAGLISH: If members had notified a desire for information, he would have been happy to give them the opportunity of perusing the original agreement, although he was unable to lay that document on the table. The agreement was between the municipal council and the roads board on the one hand, and the promoter of the tramway on the other. It was not so much a matter of public concern as one for the ratepayers of those particular districts. What was of more importance, as far as the public were concerned, was the nature of the terms laid down in the Provisional Order. The agreement was entered into between the local authorities and the promoter for the purpose of protecting local interests, as distinguished from the wider interests of the public outside the

local area more immediately affected. The local authorities themselves necessarily, before the Provisional Order could be introduced, gave their consent to the use of their roads for the purposes of the tramway, and in giving that consent they naturally expected to get such a return from the promoter as would repay them for the right of using their roads. In the agreement in the present instance better terms had been obtained by the local authorities than ever had been obtained in regard to any other tramway proposition that had engaged the attention of the House for many years past. It was implied by the member for Kanowna that this particular clause confirming the Provisional Order granted an advantage to an individual or company. If it represented an advantage to an individual and only to an individual, he (Mr. Daglish) would have strongly opposed it, but the clause, embodying as it did the adoption of the Provisional Order, conferred an advantage on the public, and particularly on the public of the immediate district affected. He had a rather sympathetic feeling for the promoter of this tramway, because he (Mr. Daglish) was satisfied that for a considerable term the tramway would be simply a milking machine and the promoter would fill the post of a cow. It would be a scheme that would be continually draining capital out of the pocket of the promoter. The promoter might get adequate recompense by added value to the property through which the tram would run, and he evidently thought the added value would recompense him; but he (Mr. Daglish) was fully convinced the public advantage would be enormously greater than the private advantage gained by the promoter, and he believed that before long the promoter would find his anticipations of enhanced values by the construction of the tramway not realised. The interest on the capital expended on the tramway and the cost of the maintenance of the line in its early years would be far more than counterbalanced by any added value that might be given to the land. If an added value were

given, if we could give the public an advantage it was our duty to do so. This agreement provided for the construction of a tramway on terms favourable to the public. It would open up a considerable area of land at present unsettled, and not only a considerable area of private land but a considerable area of land forming part of the University endowment. There was a very important public service accomplished by the measure, for the University endowment at the present time was lying idle, practically valueless, and must remain so until some means of communication were given, and then there would be a considerable accretion of value to that endowment. There would be a ready access to the river, cheap fares for school children, cheap bathing facilities, and the result would be increased health to the children. This question was carefully considered in the public interests by the local bodies concerned, who were not prepared to give away any public interests, but jealously safeguarded the interests of the ratepayers. The Provisional Order carefully safeguarded the interests of the public outside the immediate localities interested. It had been suggested that perhaps this tramway might turn a little traffic from the Government railways; but the traffic drawn, because of the route of the tramway, would be infinitesimal. There could not be too easy access to places of public resort, where juveniles could disport themselves in the water, and where on a summer's evening those wearied by a day's toil could get ready access to places where the breezes blew fresh across the waters to them.

[*Mr. Ewing took the Chair.*]

Mr. WALKER: How did the Provisional Order arise? Was it not a fact that the person who expected to benefit by the scheme first hawked the scheme around to the University people? The scheme did not mature in the Subiaco council, for previously there were negotiations with the University.

The Attorney General: Was not that a matter for the second reading?

Mr. WALKER: We were asked by the clause to endorse the Provisional Order which was the outcome of these negotiations, and it was necessary to know before we dealt with the terms of the Provisional Order what these negotiations were. The Provisional Order marked out roughly the course of the tram-line. Before he gave his vote for this clause, he wanted to know what private holders of lands, in addition to the promoter of the scheme, would be benefited by the tramway. He wanted to know whether, if this scheme were carried out according to the schedule, we should realise any of the objects set forth by the member for Subiaco. The line might be taken down to Melville Water, where we could not have the accommodation put forward that would be of especial benefit to children. Presumably this line was for the accommodation of Subiaco and Claremont; but the line touched Melville Water, where one could step from the beach into water that would float a ship.

The Attorney General: At the place, one could walk half a mile without wetting one's knees.

Mr. WALKER was under the impression the line touched the beach 200 or 300 yards from that spot. We had had experience of these concessions of private tram-lines and railways, and invariably they had proved disastrous to the interests of the public. We were only now, as an example, buying back the lands and railways we parted with to private persons in the past. We were giving to private enterprise what, if the thing was good, the public should do. Here was a scheme endorsed by the Government as a good, wise scheme in the interests of the public, yet they allowed a private individual and speculator to construct the scheme and get all the advantages out of it. True, what were called the usual safeguards were provided. What value were the safeguards when once we had granted the concession? The public were "cuchred" every time. There could be no better speculation in the State than for a private company or an individual to get authority to build a line anywhere, get it running, run it for a time, and then come

down and say the work for which it was originally granted was completed and that the line was to be sold cheap to the Government. We did not know whether this was a speculation of that character; therefore we ought to see the correspondence that had led to the contract and the Provisional Order, to ascertain whose sympathies and support were secured on behalf of the promoter.

The Attorney General: The member for Subiaco (Mr. Daglish) had made a statement.

Mr. WALKER: Which was not satisfactory. He had said the original agreement could be seen at Subiaco but not here.

Mr. Daglish: It had been in his drawer in the House since the last discussion.

Mr. WALKER: It might as well have been in the Tower of London. The supporters of such a measure should lay all documents on the table. The hon. member might have been misled as to the advantage of the tramway to Subiaco. True, it might be of service to the children, and might enhance the value of the municipal property; but was that the original purpose of the tramway? If the municipality required such service, let it do the work and secure the profit. The hon. member himself declared that the main object was to increase the value of the promoter's estate at the Nedlands Park beach. Were there no other land-owners in the neighbourhood? Why should the promoter have the first chance, and therefore the monopoly? Why not give similar concessions to others?

Mr. Gordon: Was the hon. member in order?

THE DEPUTY CHAIRMAN: He was slightly wide of the mark.

Mr. WALKER was discussing the Provisional Order which the clause sought to confirm. He objected to being a party to aiding a private land-owner to enhance the value of his property by making a noise about it and obtaining from the Government a free advertisement. It was doubtful whether this should not be introduced as a private Bill, for its main purpose was wholly private, the other purposes being purely incidental. Why not refer the Bill to a select committee,

instead of voting recklessly, without information from Ministers, who had not read the documents in their charge, and with only the explanation of the member for Subiaco, who was interested, not personally but as mayor of the town?

Mr. DAGLISH: The last speaker asked what was the origin of the proposal to construct the tramway. Five years ago, acting on behalf of the people of Subiaco, he (Mr. Daglish) strongly endeavoured to get a tramway constructed to the river; but neither the Government nor any private person would on any conditions undertake the work. If the Government would undertake it now, he would gladly withdraw his support from the Bill and give it to a Government tramway. The municipality could not construct the line, as they did not regard it as a concern that would pay, and they could not afford to borrow and spend money without an adequate return. The hon. member farther said the Bill had a purely selfish object, to increase the value of a speculator's land. In an agreement between two or three contracting parties, each party might have a different object. One might desire a personal advantage, and the others, being public bodies, might seek an advantage for the public they served. His interest in the Bill was a purely official interest as mayor of Subiaco, and not an individual interest. If the public had not imagined that an advantage was to be obtained by the passage of the measure, necessarily his assent would not have been given to it as mayor; and if under any misapprehension his assent had been given, he would have soon heard a strong and indignant outcry on the part of those rate-payers whose views he had misrepresented; and that opportunity would have presented itself yesterday when he had to submit himself for re-election as mayor. As a matter of fact the residents of Subiaco had for years desired this connection. At present they could only reach the river at great inconvenience. The river beach that would be touched by this tramway was about the best along the Swan, because the couch grass grew to the water's edge, and it was eminently adapted for recreation

purposes. It was one of the few places where it was possible to have a reserve on the water's edge. Under the agreement the foreshore was to be absolutely reserved for public purposes, and the owner of the property had agreed to make a grant for the purpose of forming a camping ground for picnic parties.

Mr. FOULKES: Many people in the Claremont constituency were anxious this tramway should be made. The Claremont Roads Board were anxious, for they anticipated that the building of this tramway would give them an increase of about £500 in rates, owing to the increase in the value of the land and the erection of a considerable number of buildings. It would be no advantage to any municipality, or to the Government, to construct this tramway; it was not likely to prove remunerative. As the line would be not more than two and a half miles in length the cost of plant would be enormously out of proportion to the extent of the line. Of course if the land adjoining the line belonged to the Government or to the municipality, one could understand it would be advantageous to the Government or municipality to construct the work; but surely no Government would have the audacity to ask Parliament to agree to construct a tramway two and a-half miles in length, especially when the land alongside the line was not held by the Crown? No doubt the owner of this land would be only too pleased if the Government or the municipal council would construct the line. It would suit him better, because he would have the value of his land enhanced, and he would not have to incur an expenditure of about £12,000 in building the tramway, nor the heavy cost of running the tramway, which, by the agreement, he was to do for three years. If the Bill were thrown out who would construct the tramway?

Mr. Collier: There was no demand for the construction.

Mr. FOULKES: There was a demand on the part of the Claremont Roads Board.

Mr. Walker: It would pay the Claremont Roads Board to build the tramway if it meant getting in £500 extra in rates.

Mr. FOULKES: The roads board would agree to construct the tramway if they thought it would prove a remunerative work, but they would not do it unless the whole of the land were handed over to them. That was the key to the position. The people to construct the tramway were those who owned the land. The member for Kanowna suggested that the Government should build this tramway. [Mr. Walker: If it was necessary.] Why should the Government spend £12,000 to enhance the value of this absentee's property? If the Government asked Parliament to agree to the expenditure of £12,000 to enhance the value of the property of this owner, all members would join in doing their utmost to reject the Bill. When we had applications for the construction of agricultural railways the reason that actuated the passage of Bills to grant these requests was that the Government owned large areas of land that would be opened up by the railways. Take the Katanning-Kojonup railway for instance.

Mr. Holman: Was that line running?

Mr. FOULKES: Yes; with great difficulty; about twice a week.

Mr. Holman: They were running empty trains. Were not the people carting stuff alongside the line?

Mr. FOULKES: The reason for constructing the Katanning-Kojonup railway was that within 30 miles of the terminus of the line the Government owned about half a million acres of land, and since the building of this railway probably 30,000 or 40,000 acres of this land had been selected. If that railway had not been constructed the land would never have been sold. Then there was the railway from Wagin to Dumbleyung, which was now constructed for from 30 to 35 miles. Owing to that fact the Government had been able to sell a large quantity of land within a radius of 15 to 20 miles of the railway.

Mr. SCADDAN: There was no meaning in the Provisional Order, and under it the promoter could do exactly as he liked. He could dispose of the land and do nothing in the direction of constructing a tramway. It was provided that he should make a substantial com-

mencement within nine months, or within such longer period as the Minister would allow him, and then he would have a farther nine months in order to complete the work, if he desired to do so. Probably he would not find it necessary because, as soon as the Bill became law, the value of his land would greatly increase, and in all likelihood all of it would be sold within the nine months. There was only one desire on the part of the promoter and that was to dispose of his land under favourable conditions. There was no safeguard at all for the people who purchased the land. He (Mr. Scaddan) intended to move an amendment to the Provisional Order providing that the promoter should agree not to dispose of any land served by the tramway until the whole of the works mentioned in the Provisional Order had been completed and a certificate to that effect had been granted by the Minister for Works. There had been no demand on the part of the residents of Subiaco for an opening to Melville Water, but there had been a demand for an opening to the river at the east of Crawley. The distance from the termination of the present tramline at the King's Park to the river was only about a mile, whereas the distance to the new locality was three miles. The land would never be used as we were led to expect it would be. There were plenty of reserves along the river at Cottesloe and Peppermint Grove, and also on the ocean side at Cottesloe which would serve all the needs of the people. No mention was made in the Provisional Order of the kind of jetty to be constructed, and the promoter might put up one of the description now used for tying up boats to. If his amendment were adopted he would offer no farther objection to the Provisional Order.

The CHAIRMAN: Did the hon. member intend to move his amendment?

Mr. SCADDAN: Yes; to move it in the terms already stated.

The CHAIRMAN: The hon. member might make it a new clause.

Mr. SCADDAN: It would be better to move it as an addition to the Provisional Order.

Mr. DAGLISH: At the request of the member for Ivanhoe (Mr. Scaddan), he had refrained from moving the amendment of which he had given notice; but if the hon. member now desired to put his amendment, it should follow the one of which he (Mr. Daglish) had given notice.

The CHAIRMAN: The amendment of the member for Subiaco would be taken first; the other could be considered at a later stage.

Mr. SCADDAN: If the amendment were accepted, he would be prepared to agree to the Provisional Order as it stood.

Mr. DAGLISH moved an amendment that the following be added to the clause:—

Subject to an amendment as follows, namely the addition to Clause 17 thereof of the following words—"If it should appear that any provisions of this order are in any respect inconsistent with the provisions of The Tramways Act 1885, the provisions of this order shall prevail."

The object of the amendment was to prevent a repetition of what happened in Wellington Street, where a tram-line was laid under an agreement with the Perth City Council, and after it had been down the promoting company were able to cease running cars over the line. It was satisfactorily shown at the time the Wellington Street cars stopped that there was some provision in the Tramways Act that enabled the company to dispense with the running of the cars. The amendment was moved solely to obviate this. The amendment had been drawn up by the solicitor of the Claremont Roads Board, and he (Mr. Daglish) had consulted the Crown Law Department and understood the amendment would have the effect intended.

Mr. H. BROWN: It would be impossible for any amendment of the Provisional Order to override the principal Act.

Mr. TAYLOR: No matter how high the legal authority might be who supplied the member for Perth with the opinion given, anything decided by Parliament in

the Provisional Order would hold good as against the original Act.

Progress reported, and leave given to sit again.

ADJOURNMENT.

The House adjourned at seven minutes past 6 o'clock, until the next Tuesday.

Legislative Council.

Tuesday, 26th November, 1907.

	Page
Questions: Railway Haulage for Repairs, Mid-land Co.	976
Advertising in Newspapers	976
Railways Inquiry, when	977
Goldfields Water Supply, Extensions	977
Motions: Plantations in North-West, Tropical Experiments	977
Broome Waterworks Control	980
Bills: State Children, 3a.	983
Public Health Amendment, 3a.	983
Roads and Streets Closure, 2a.	984
Brands Act Amendment, 2a.	985
Agricultural Bank Amendment, 2a. moved	987

The PRESIDENT took the Chair at 4.30 o'clock p.m.

Prayers.

PAPER PRESENTED.

By the Colonial Secretary: By-laws of the Williams Roads Board.

QUESTION—RAILWAY HAULAGE FOR REPAIRS, MIDLAND CO.

Hon. G. BELLINGHAM, for Hon. J. M. Drew, asked the Colonial Secretary: What is the cost to the Government for the haulage or otherwise of its locomotives and rolling-stock for repairs return or transfer over the Midland Railway for the financial years 1905-6 and 1906-7?

The COLONIAL SECRETARY replied: The amounts paid were as follow: Year ended 30th June, 1906, £574 5s. 0d.; Year ended 30th June, 1907, £334 9s. 0d.

QUESTION—ADVERTISING IN NEWSPAPERS.

Hon. J. W. WRIGHT asked the Colonial Secretary: What amounts are due or have been paid to the proprietors of the various daily and weekly newspapers (separately) for advertising purposes, etc., during the 12 months ending 31st October, 1907?

The COLONIAL SECRETARY replied: Return showing amounts due or paid to the proprietors of the metropolitan daily and weekly newspapers during the 16 months ended on 31st October, 1907:—*West Australian*, £916 10s. 6d.; *Morning Herald*, £588 4s. 6d.; *Daily News*, £350 8s.; *Evening Mail*, £93 6s.; *Sunday Times*, £80 4s. 9d.; *Mirror*, £59 17s.; *Truth*, £59 17s.; *Western Mail*, £72 1s.; *W.A. Mining Journal*, £161 1s.; *Swan Express*, £23 5s. 3d.—Total, £2,404 15s. Amounts paid by Railway Department for advertising in newspapers during 12 months ending 31st October, 1907:—*West Australian*, Perth, £275 7s. 6d.; *Morning Herald*, Perth, £150 0s. 6d.; *Daily News*, Perth, £123 13s.; *Sunday Times*, Perth, £5 3s. 3d.; *Sporting Life*, Perth, £1 0s. 6d.; *Evening Mail*, Fremantle, £102 11s. 9d.; *Empire*, Fremantle, £2 18s. 6d.; *Guardian*, Subiaco, £8 10s.; *Express*, Subiaco, £6 7s. 6d.; *Swan Express*, Midland Junction, £5 15s. 6d.; *Newcastle Herald*, Newcastle, £8 12s. 6d.; *Northam Advertiser*, Northam, £25 18s.; *Eastern Districts Chronicle*, York, £13s. 11s. 3d.; *Beverley Times*, Beverley, £12 3s.; *Pingelly Leader*, Pingelly, 12s.; *Narrogin Observer*, Narrogin, £12 19s. 6d.; *Southern Argus*, Wagin, £10 10s.; *Great Southern Herald*, Katanning, £8 2s.; *Albany Advertiser*, Albany, £12 17s.; *Southern Cross Times*, Southern Cross, £11 0s. 6d.; *Coolgardie Miner*, Coolgardie, £55 4s.; *Kalgoorlie Miner*, Kalgoorlie, £82 15s.; *Boulder Star*, Boulder City, £60 2s. 6d.; *North Coolgardie Herald*, Menzies, £17 7s. 6d.; *Kookynie*