

## LEGISLATIVE COUNCIL,

*Thursday, 28th July, 1881.*

Presentation of the Address in Reply—Expenditure of Loan Monies—Papers relative to Protection of Natives in the Northern Districts—Loan Act, 1878, Amendment Bill, 1881—Scab Act Amendment Bill, 1881—Adjournment.

THE SPEAKER took the Chair at noon.

PRAYERS.

## PRESENTATION OF THE ADDRESS IN REPLY.

At a quarter past twelve o'clock the Council adjourned during leisure, in order to present the Address in Reply to His Excellency's Speech, for which purpose Mr. Speaker and hon. members proceeded to Government House. On re-assembling,

THE SPEAKER announced to the Council that the Address to His Excellency had been presented in accordance with the resolution of the House, and that His Excellency had been pleased to reply as follows:—

"MR. SPEAKER AND GENTLEMEN OF THE  
"LEGISLATIVE COUNCIL,—

"I thank you for your Address in reply to my Opening Speech.

"I deem it, however, necessary to point out that you have mistaken my remarks as to the date of the probable extinction of the deficit. I stated that the whole deficiency would probably be cleared off within the next twelve months at the latest—not in the course of this year, as you appear to have understood me to mean.

"Again, in referring to my observations with regard to the Secretary of State's decision on the question of Chinese Immigration, you say that you are gratified that 'your right to legislate for yourselves in such matters has been recognised.' As these words are open to an interpretation considerably in advance of the announcement which I was authorised to make to you, I feel it my duty to observe that I had no intention of saying anything more than that in the particular case in question the Secretary of State had seen no sufficient reason to disturb the arrangements sanctioned by Your Honorable

"House for the very limited Immigration to which His Lordship's attention had been directed.

"I am sorry to have to trouble you with these observations, but I must either do so or run the risk of appearing to acquiesce in an interpretation of my remarks which I did not intend them to bear.

"I am glad to receive your assurance that the measures which I have submitted to you will receive your careful attention, and I am confident that your labors will result in useful legislation.

"Government House, Perth, 28th July, 1881."

## EXPENDITURE OF LOAN MONIES.

MR. STEERE, in accordance with notice, moved, "That an Humble Address be presented to His Excellency the Governor, praying that he will be pleased to inform the Council what steps he proposes to take to carry out the undertaking arrived at last Session,—that a separate measure would be introduced to give the Legislature control over the expenditure of Loan Monies in accordance with the practice prevailing in the other Australian Colonies." It would be in the recollection of hon. members that at the last Session of Council an endeavour was made to introduce a clause into the Railway Loan Bill giving the House the same control over loan expenditure as it now possessed over ordinary expenditure, but that, His Excellency being opposed to the introduction of such a clause into the Bill referred to, the House agreed to withdraw the clause on the understanding that a separate measure would be introduced this Session dealing with the subject. His object in moving this Address was to ascertain whether it was the intention of the Governor to introduce such a Bill, as was understood by the Council he would.

The Address was adopted.

## PAPERS RELATING TO THE PROTECTION OF NATIVES IN THE NORTHERN DISTRICTS.

MR. STEERE, in accordance with notice, moved, "That an Humble Address be presented to His Excellency the Governor, praying that he will be pleased to cause to be laid upon the

"Table the papers marked A to I, inclusive, which His Excellency in his Despatch to the Secretary of State of the 9th of March, 1881, states will serve to throw light on the state of affairs in the Northern Districts of the Colony, and to illustrate the great difficulties which the Government experience in adequately protecting the natives where the interests of the settlers are concerned." The hon. member in moving the address, said he was rather surprised that the papers referred to had not been placed on the Table of the House without hon. members having to ask for them. A great deal of discussion and of adverse comment had been heard with regard to the regulations which the Government had promulgated for the protection of natives employed in pearling, and it had been stated on the part of the Government that when the papers relating to the subject were presented to the Legislature it would be seen that the Government had been amply justified in the action which they had taken in the matter. It was therefore with extreme surprise that he found that these papers had not been presented to the House without the necessity of having to move for their production, in this formal manner.

The Address was agreed to.

#### LOAN ACT, 1878, AMENDMENT BILL, 1881.

THE COLONIAL SECRETARY (Lord Gifford) moved the first reading of a Bill for the re-appropriation of certain moneys appropriated for the purposes of a Steam Tug by "The Loan Act, 1878."

Bill read a first time.

#### SCAB ACT AMENDMENT BILL, 1881.

The House went into Committee for the consideration of this Bill.

##### IN COMMITTEE.

Clause 1.—"Repealing the 8th and 32nd sections of 'The Scab Act, 1879.'" Agreed to.

Clause 2.—"In the construction of, and for the purposes of 'The Scab Act, 1879,' the word 'owner,' wheresoever occurring in the said Act, shall not be interpreted as including the shepherd, unless such shepherd shall also be the

"overseer or *bonâ fide* owner of the "sheep."

MR. STEERE said as the present Bill had been framed upon the recommendations of the board of advice appointed to assist the Governor in the administration of the Scab Ordinance, he might, as a member of that board, be permitted to explain to the Committee the reason why the present clause had been introduced into the Bill. In some cases of prosecution which had taken place under the Act, it appeared to the board that the law had miscarried, in consequence of the shepherd having been considered the "owner" of the sheep under his charge. A flagrant case of this kind, which excited considerable attention at the time, occurred not many months ago, when, a flock of sheep being infected with scab, the owner sent word to the shepherd to dip them, but of course the shepherd, not having the necessary appliances and accommodation for doing so in the bush, was unable to do so, and the shepherd was held responsible for a breach of the Act, while the owner escaped scot free. No doubt the intention of the Act was this—that the overseer or the *bonâ fide* owner of the sheep was the person who should be held responsible for any culpable neglect to carry out the provisions of the Ordinance, and not the shepherd in charge, who might often be powerless as to complying with the requirements of the Act. Consequently, it was here proposed to fix the responsibility upon the proper party, by more clearly defining the interpretation to be put upon the word "owner," wherever it occurred in the principal Act (that of 1879).

The clause was agreed to without discussion.

Clause 3.—"In every case where any penalty or penalties shall have been imposed under the 13th and 14th sections of 'The Scab Act, 1879,' or any expenses shall have been incurred by any inspector in the performance of his duties imposed upon him by the said sections, such inspector shall give notice in writing of the amount of such penalty or penalties, and of such expenses (if any), to the owner of the sheep in respect of which such penalty and such expenses (if any) have been incurred; and if the amount of such

"penalty and expenses shall not be paid by such owner within such period as the inspector shall by the said notice appoint, it shall be lawful for such inspector to sell, or cause to be sold, so many of the said sheep, at public auction, as in his opinion may be necessary to cover the said penalty and expenses (if any); and the proceeds of such sale shall be applied in the first instance to the payment of such penalty or penalties, and of such expenses (if any) as shall have been incurred as aforesaid, and the surplus (if any) shall be paid to the owner of the said sheep."

THE COLONIAL SECRETARY (Lord Gifford) said the necessity for introducing this clause had been somewhat forcibly brought to the attention of the Government recently. A certain penalty was inflicted and certain expenses incurred, which, however, the owner did not pay, and when steps were taken to recover the amount it was found that the sheep in respect of which the expenses had been incurred had, in the meantime, changed hands, and the Government had no remedy. The present clause was introduced to protect the Government, or in other words the public, from being imposed upon in this manner, in cases of this kind. The clause, it would be observed, empowered the inspector—in the event of a penalty and expenses being incurred and not paid by the owner within a given time—to sell the sheep in respect of which such penalty had been imposed and expenses incurred, no matter in whose possession the sheep in question might be. He thought the clause was one which would recommend itself to the favorable consideration of the House. It was the outcome of a recommendation made to the Government by the board of advice, to which board, he might say, the Government was very much indebted indeed, and more especially to the secretary.

MR. STONE drew attention to the novel power which this section proposed to give to a sheep inspector, empowering him, as it did, to order the sale of a man's sheep to recover "any expenses" which he may have incurred in the performance of his duties. There was no limit imposed upon these expenses, it would be observed, and no check placed upon the inspector in respect thereof.

As to the penalty, that, of course, would be imposed by the Justices, in accordance with the Act, and he saw no objection to give the inspector the power to sell the sheep in order to recover a penalty thus inflicted; but, when it was proposed to let the inspector himself decide what expenses he shall have incurred, and also to empower him to sell the sheep in order to recover such expenses, no matter what the amount might be, he thought that was a power which no inspector should possess, and that his right to recover expenses should be more clearly defined. He might, if so inclined, fix some extraordinary charge as part of the expenses alleged to have been incurred in the performance of his duties, and be a personal gainer by it.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) pointed out that by the 14th section of the principal Act (referred to in this clause) the inspector was already empowered to incur any expenses incident to the carrying out of the provisions of the Act, in respect of cleaning and destroying sheep, and that no novel principle was introduced into the present clause in that respect. Not only was he empowered to incur any expenses which to him might seem expedient, but he was also entitled to recover them. A difficulty, however, had arisen in some cases as to how he could recover. The sheep in respect of which the expenses had been incurred might—as in the case mentioned by his noble friend on the left—have in the meantime changed hands, and the owner might have no other property. The result would be, as had already happened—the Government would be unable to recoup themselves the expenses which had been incurred by the inspector. But, under the clause now before the Committee, the inspector would have his remedy, for he would be empowered to sell so many of the sheep in respect of which the expenses had been incurred,—no matter whether they had changed owners or not—and apply the proceeds of the sale to the payment of any penalty or expenses incurred in connection with them.

MR. STONE suggested that the expenses to be thus recovered should be limited to such expenses as were incurred under the 14th section of the principal Act.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) pointed out that the present Bill and the principal Act were to be read together as one Act, and that the expenses incidental to the section now under consideration must necessarily be the expenses contemplated by the 14th section of the existing Ordinance, and nothing more. He did not think the inspector could recover any other expenses whatever except such as were mentioned and contemplated by that section.

MR. STONE pointed out that, whereas the present clause limited the *penalty* to be recovered to such penalty or penalties as were imposed under the 13th and 14th sections of the principal Act, no such limitation was provided as regards *expenses*, the wording of the clause being "any expenses" incurred by the inspector in the performance of his duties. They had a safeguard (as he had already pointed out) as regards the penalty, inasmuch as it would be imposed by the justices, in accordance with the provisions of the Act; but it appeared to him there was no limit or check upon the expenses which an inspector might choose to incur and to charge.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said the inspector could only recover such expenses as he incurred in the performance of the duties imposed upon him by the two sections of the principal Act referred to in the clause now under review.

MR. STONE: So long as that is the interpretation to be placed upon the clause, my objections to it are removed.

THE ATTORNEY GENERAL (Hon. A. C. Onslow): That, I believe, is the intention of the board of advice—if I may be permitted to speak on behalf of that body to which a very fitting compliment has been paid by my right hon. friend the Colonial Secretary; and that clearly was the intention in my mind in framing the clause.

MR. RANDELL could not help thinking that the power here proposed to be vested in sheep inspectors was certainly a very large power, and he was glad that the attention of the Committee had been called to it by the hon. member, Mr. Stone. He did not know whether it had ever occurred to the board of advice—the majority of the members of which were probably large flock-owners—that

the power here proposed to be given to the inspectors was one which might be so exercised as to hopelessly crush a small sheep-owner. He was not aware whether, under the 14th section of the principal Act, the expenses to be incurred by an inspector were limited or otherwise; if not, the unlimited power contemplated by this clause to be entrusted to sheep inspectors appeared to him not only novel but dangerous, for it would enable an inspector to take such advantage of small flock-owners as to ruin them. No doubt it was highly desirable that every legitimate effort should be made to stamp out the disease for the eradication of which these Acts were designed, and to that end it was necessary to have resort to very stringent measures; but he thought it was opposed to the feelings and the traditions of the House to put in the hands of any official an instrument which he might wield to the injury and destruction of another.

MR. STEERE said that, so far as he could see, the inspectors would have very little more power under the clause now before the Committee, than they had at present under the 14th section of the existing Act, which provides that an inspector may employ any person to assist him in cleaning or destroying any infected sheep ordered to be cleaned or destroyed under the Act, and that if any owner refuses to pay the expenses incidental to such cleaning or destruction, they may be recovered summarily in like manner as any penalty imposed under the Act. Consequently there was no fresh principle introduced into the present Bill, which merely provided the inspectors with an effectual and certain means for recovering the expenses legitimately incurred in the performance of their duties. He failed to see what more legitimate means could be provided for this purpose than the sheep in respect of which the expenses had been incurred, and which by reason of that expenditure had been made clean and made of some value. It must be borne in mind that the inspectors were responsible officers, and would be liable to dismissal if they exceeded their duty, or used any power placed in their hands in such a way as to convert it into an instrument of oppression. As to what the necessary expenses incident to the cleaning of a person's

sheep might be, the principal Act said nothing, but left the matter entirely to the inspector. He was sure he was expressing the sentiments of the board of advice, and he might venture to say of the Government, when he stated that they were prepared to accept any amendment calculated to enhance the usefulness and efficiency of the Bill; but he really failed to see that the present clause was open to the objections raised against it by the hon. members who had opposed it.

MR. RANDELL pointed out that no time was fixed within which the owner of the sheep must pay the penalty and expenses before the inspector shall be at liberty to sell his sheep. This was a defect which he certainly thought ought to be remedied. The clause provided that if the amount was not paid within such period as the inspector should appoint, it would be lawful for the inspector to sell the sheep, without further notice. This might obviously operate very harshly in many cases. The inspector might, in the exercise of his discretion, only give two or three days notice, within which period it might be impossible for the owner of the sheep to procure the money, and, in the event of default on his part, the inspector might proceed to sell his flock and make the man a bankrupt. He certainly thought there ought to be some limit placed upon the time to be allowed for paying the money, and that the period of grace should not be left entirely to the discretion of the inspector. He thought a month would be a fair space of time within which payment of the penalty and expenses incurred should be made.

MR. STEERE thought that would be ample time. A great deal of the expense incurred would be for the wages of the men employed by the inspector to assist him, and which would have to be paid by the inspector at the time, so that it would never do to extend the period allowed the owner to pay the penalty and expenses over too long a time, otherwise the inspector himself might be out of pocket.

MR. SHENTON said it might happen that the owner, if inclined to be dishonest and to evade payment, might, in the meantime, dispose of his sheep, and there would be nothing to seize.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said the particular sheep in respect of which the penalty and expenses had been incurred, would be liable to be sold, no matter in whose possession they might be. The clause had been very carefully worded in that respect, and, if the hon. member would look at it, he would observe that the sheep which the inspector was empowered to sell were the sheep in cleaning which he had incurred the expenses sought to be recovered. They need not necessarily be in the possession of the owner whose property they were when they underwent the process of cleaning.

MR. MARMION said that, possibly, such a case as that which had caused the introduction of the present clause might not occur again for twenty years. As a rule the owners of sheep were also the owners of other real property, and he thought the 14th clause of the existing Act gave ample protection and power to the inspector, except in such an exceptional case as that mentioned by the Colonial Secretary. He ventured to say that under every Act on the Statute Book which imposed penalties for breaches of the law, those penalties were occasionally evaded, and he did not see why, because a solitary instance had occurred of a penalty under this Act being evaded—an instance which might never occur again—the inspectors should be invested with powers liable to be abused, to the injury and ruin of sheep-owners. He presumed that the sheep to be sold would be sold on the spot—which might be some isolated place in the bush, miles away from any township—and who was to buy them? The clause, it appeared to him, was not only open to objection, but also surrounded with difficulties. It was a special piece of legislation to meet a special grievance, which had only occurred once in the history of colonial sheep farming, and which, as he had already said, was a contingency which might not occur again for twenty years.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said, possibly, that might be so, but it was a contingency that had arisen, and he thought it would be well to provide for its possible recurrence. It might arise again to-morrow, and the Government be defrauded of a considerable sum of money, simply because the

necessary machinery was not provided for recovering it. He failed to see that the clause necessarily involved any particular hardship, unless, indeed, an inspector chose to go out of his way to behave improperly, in which case, as pointed out by the hon. member for Swan, he, being a responsible officer to the Government, would be called upon to account for any impropriety of conduct on his part.

MR. STEERE said that, in his opinion, in nearly every case in which a penalty was imposed and expenses incurred under this Act, the persons mulcted were well able to pay; it was a mere subterfuge on the part of a defaulter to say that the sheep did not belong to him but to some other person. He failed to see that any hardship at all would be entailed, provided the suggestion of the hon. member Mr. Randell were adopted, and that some specified time were appointed under the Act for the notice of payment to run.

MR. STONE said there was this difference between the powers here proposed to be given to the inspectors as to their expenses, and the powers vested in them under the 14th clause of the existing Act: whereas under that Act the expenses incurred were to be recovered summarily before the justices, on the complaint of the inspector, no such proceeding would be required if this clause became law, as the inspector would be empowered to sell the sheep without any reference to the justices, and without giving the owner an opportunity of setting up a defence, and of proving what the actual expenses incurred had been.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said a defendant could no more explain away a penalty or mitigate the expenses charged by the inspector under the 14th clause of the principal Act, than he would be able to do under the clause now before the Committee. If the inspector declared that the expenses incident to the cleaning or the destruction of the sheep amounted (say) to £5, his word could be no more disputed under the existing Act than it could under the present clause.

MR. STONE said there was this much difference at any rate between the 14th section and the one now before the Committee: the former provided that the expenses to be summarily recovered

must be expenses "incident to the cleaning or destruction" of the sheep, whereas here the words are "any expenses" incurred by the inspector in the performance of his duties, and not necessarily such expenses as were "incident" to the act of cleaning or destroying the sheep. Yet the owner would not have an opportunity of setting up a defence showing that the expenses were not "incidental."

THE ATTORNEY GENERAL (Hon. A. C. Onslow): The inspector under this clause cannot recover any expenses, except such as are incurred under the 14th section of the principal Act, and the expenses there contemplated are the expenses incident to the performance of his duties. The wording of the clause appears to be very clear on that point. It provides that in every case where any penalty has been imposed under the 14th section, or any expenses incurred by the inspector in the performance of the duties imposed upon him by that section, he shall do so-and-so, and be entitled to recover any expenses so incurred. What are the duties imposed upon him by the section referred to? Simply to clean or destroy any sheep ordered to be cleaned or destroyed under the Act. Any expenses which are not incident to the performance of these duties are extraneous expenses, and could not be recovered under the clause now before the Committee.

MR. SHENTON—in order to carry out the suggestion made by Mr. Randell—then moved, as an amendment, that the words printed in italics in the following passage of the clause be expunged, "And 'if the amount of such penalty and expenses shall not be paid by such owner '*within such period as the inspector shall 'by the said notice appoint,*' it shall be lawful for such inspector to sell, &c.;" and that, in lieu of the words printed in italics, the words "within one month" be inserted.

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

Clause 4.—"When any district shall have been reported to have been 'clean,' 'within the meaning of 'The Scab Act, 1879,' during a period of three years—and during such period only as such district shall continue to be so clean—it shall be lawful for the Governor to declare that such district shall be

"exempted from paying any contribution under the provisions of the said Act:"

Agreed to without comment.

Clause 5.—"Every owner of sheep, in respect of which a compulsory license shall have been issued under the eighth section of 'The Scab Act, 1879,' shall cause the said sheep to be dipped in some liquid wash deemed sufficient, in the opinion of the inspector, for the eradication of scab; and in no case shall an inspector declare any such sheep to be clean, within the meaning of the said Act, until he shall have been satisfied that such sheep have been well and sufficiently dipped as aforesaid."

MR. STEERE said it might be as well if he explained why the board of advice had deemed it necessary to recommend the introduction of this clause. Under the existing Act, the inspectors were empowered, on being satisfied that sheep were infected, to issue to the owner of such sheep a compulsory license to keep them in quarantine. The duration of this license depended upon the time of the year it was issued; if issued in May or June, it remained in force for sixteen weeks; if issued in July or August, it continued in operation for twelve weeks—and so on. If the sheep appeared to be "clean" at the expiration of this compulsory license, they were released from quarantine; but the board had ascertained that it happened very frequently that, almost immediately, or very shortly, after the sheep were thus released, they became again infected, and the board had come to the conclusion that, unless, during the continuance of the compulsory license, the owner of the sheep in quarantine was compelled to dip them, the disease would never be eradicated. This was the object of the present clause, and he was sure nothing else would tend so much to the eradication of scab as a strict enforcement of its provisions.

The clause was then agreed to.

Clause 6.—"Returns of sheep in all cases to be made on the last Saturday in the month of December in each year:"

MR. STEERE said that, under the existing Act, these returns had to be made out on the 1st of January in each year, or within fourteen days of that date. Now it happened in many cases that sheep often changed hands within these

fourteen days, and the result was that no return was sent in, in respect of them, the seller relying upon the purchaser to do so, and the purchaser believing that the person whom he had bought them of had included them in his (the seller's) return. In this way, several owners of sheep in the Swan District were summoned last year for not having made their returns, in consequence of sheep having changed hands within these fourteen days. It was therefore considered advisable that some definite day should be fixed, so that the person in whose possession the sheep were on that particular day should be held responsible for sending in the return. This would not only prevent the evasion of the yearly contribution, but also insure greater accuracy and punctuality in the preparation of the returns.

The clause was agreed to without discussion.

Clause 7.—"Notice of infection to be given by the owner to the inspector and also the nearest Resident Magistrate within ten days of the disease breaking out amongst his sheep; and if the inspector of the district, or any other inspector, shall be satisfied that any sheep shall have been infected for a longer period than ten days, such owner shall be deemed guilty of an offence:"

MR. STEERE said this clause had been introduced in lieu of the 8th section of the principal Act, which section the present Bill repealed. Under that section every sheep-owner was required to send in the notice of infection within three days of his "becoming aware" of his sheep being infected; but it had been found, in many instances, almost impossible to prove when the owner had "become aware" of the presence of scab amongst his sheep, and advantage had frequently been taken of this difficulty, in order to evade the penalty. The disease, in this way, might exist for months among a man's flock, and unless it could be proved that he had "become aware" of the fact, he escaped scot free, although, in reality, he was cognizant of the existence of scab on his run. It appeared to the board of advice that this was a defect in the Act which required to be remedied, and hence the present clause, which, while it extended the time within which notice of infection had to be given,

from three days (as at present) to ten days, at the same time left the onus of proving that the sheep had not been infected for a longer period than ten days, upon the owner, who, if he could not satisfy the inspector upon that point, would be liable to a penalty. If, however, he could explain that circumstances existed which had rendered it impracticable for him to have become aware of the existence of infection among his sheep, he (Mr. Steere) was satisfied that no Magistrate in this Colony would condemn him to pay a penalty. He thought, however, the clause was susceptible of amendment in one respect, and that, instead of the notice having to be sent to the Resident Magistrate, it should be forwarded direct to the Colonial Secretary, who was in constant communication with the board of advice, and it was very desirable that the board should become possessed of the information as early as possible. (The hon. member moved an amendment to that effect, which was adopted.)

MR. VENN, referring to the number of days within which notice of infection must be given, said ten days might apply very well in cases where sheep were in charge of a shepherd; but, where flocks were paddocked, it was quite possible that sheep might be infected for months without the owner being aware of the fact, and without any culpable negligence on his part. He flattered himself that he was as careful of his flocks as any sheep-owner, but still it was quite possible that scab might exist among them for weeks without his boundary-rider or himself being cognizant of the fact. It did not necessarily follow that a boundary-rider should even know what scab was, his duties being very different from those devolving upon a shepherd, and it was quite possible that the most careful owner of paddocked sheep might be much longer than ten days before it came to his knowledge that his sheep were infected. In that case it appeared to him that the present clause might operate very harshly, and even unjustly.

MR. STEERE said those were circumstances which the Magistrates would naturally take into consideration when dealing with a case, and if they were satisfied there had been no culpable neglect they would not inflict any penalty.

He was sure that scab could not exist among the hon. member's own flocks for three months, or any such length of time, without his knowing it, nor amongst the flocks of any sheep-owner deserving any consideration whatever.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said he had himself taken the same view of this matter as the hon. member for Wellington, and had frequently urged it in the course of conversations with the hon. member for Swan; and, in framing the present clause, he had bowed rather to the representations of that experienced body, the board of advice, than to his own personal views on the subject. It had appeared to him that cases might arise in which a sheep-owner might, through no negligence of his own or of his agents, be ignorant of the existence of infection amongst his flock for a longer period than ten days, and he hoped hon. members who possessed more knowledge of the subject than he did would give the clause their very careful consideration before they allowed it to become law. The Government were there to do what was right and just towards all classes of the community, and not to protect the interests of any particular section to the prejudice of another section; and if there existed any doubt whatever about the propriety of this enactment, or that it would work any uncalled-for hardship by fixing such responsibility upon sheep-owners as was here contemplated, he hoped those hon. members who were competent to express an opinion on the subject would favor the Government with their views.

MR. VENN said he simply contended that a sheep-owner could not possibly, in all cases, know that infection had broken out among his sheep within ten days of the outbreak. He had enjoyed an extensive experience in sheep-breeding, under the paddocking system, in the other colonies, and from the result of that experience, he could not possibly agree with the statement that a sheep-owner was not entitled to any consideration who did not know that infection existed among his sheep within ten days after the disease had made its appearance.

MR. MARMION said, not only were boundary-riders often ignorant of what scab was, but many Western Australian shepherds were equally ignorant on the



subject, having never seen an outbreak of scab in their lives.

MR. VENN said very possibly that was the case, and he looked upon the fact as a great compliment to the flock-owners whose shepherds never had occasion to come in contact with the disease. As for boundary-riders, it was well known that sheep-owners did not look for the same professional knowledge in a boundary-rider as they did in a shepherd; very frequently mere boys and natives were employed in the former capacity, and made very good boundary-riders, but knew little or nothing about the diseases of sheep.

MR. SHENTON said the hon. member's argument appeared to amount to this—that the Legislature should offer a premium to sheep-owners who employed servants who possessed no knowledge of scab.

MR. BURGESS thought no flock-owner was justified in employing a boundary-rider, or any other servant to have anything to do with sheep, unless he possessed a practical knowledge of the disease referred to. He saw no hardship whatever in the clause as it stood.

MR. STONE thought the clause might operate with severity in some solitary cases, but the principle underlying it was a good one, and calculated to operate very beneficially. Possibly some modification of the clause might be agreed upon, so as to leave it in the discretion of the Magistrates to decide whether or not a sheep-owner, summoned before them for neglect, was telling the truth or not, when he declared that he had not been aware of the presence of infection among his flock.

MR. STEERE said no doubt that would be a very important distinction to draw between the Act as it now stood, and what the hon. member proposed. Under the existing Act, it appeared that Magistrates had no option but to believe a flock-owner when he declared that he had not "become aware" of his sheep being infected.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) then submitted the following amendment:—"And if, in any such case,—upon information being laid, before the justices, of such default—such justices shall be of opinion that such sheep have been infected for a longer

"period than ten days to the knowledge of the owner, and that the notice hereby required to be given within the time specified has not been given, the said owner shall be deemed guilty of an offence."

MR. STEERE, in order to admit of the amendment being printed, and to enable hon. members to see its force and effect, moved, That Progress be reported, and leave given to sit again next day.

This was agreed to.

The House adjourned at three o'clock, p.m.

## LEGISLATIVE COUNCIL,

*Friday, 29th July, 1881.*

Protection of Immature Sandalwood—Cost of Bunbury Jetty—Second Class Railway Tickets, Eastern Railway—Repairs and Additions to Government Printing Office—Brands Bill, 1881: first reading—Amount expended on Immigration—Barristers Admission Bill: second reading; in committee—Scab Act Amendment Bill, 1881: in committee—Adjournment.

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

PRAYERS.

### PROTECTION OF IMMATURE SANDALWOOD.

MR. STEERE brought up the report of the Select Committee appointed to consider the necessity for legislating this Session, or for adopting some further precautions, for the protection of immature sandalwood.

The report was ordered to be printed, and its consideration was made an Order of the Day for Monday, August 1st.

### COST OF BUNBURY JETTY.

THE COLONIAL SECRETARY (Lord Gifford) laid on the Table a return (moved for by Mr. Shenton) showing that the first cost of the Bunbury jetty was £200, and that £1,708 had been expended on it since then, in repairs and extensions.