

Queensland



Parliamentary Debates  
[Hansard]

**Legislative Assembly**

**THURSDAY, 7 NOVEMBER 1867**

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## LEGISLATIVE ASSEMBLY.

*Thursday, 7 November, 1867.*

*The New Parliament Houses.—Moneys paid to Members of Parliament.—Right of Reply.—Moneys paid to Members of Parliament.—The Dalby Railway Contract.*

## THE NEW PARLIAMENT HOUSES.

THE COLONIAL SECRETARY said he wished to make a short statement to the House on a subject that was more or less interesting to every honorable member. As the House was aware, tenders were called for some time ago for carrying to a certain degree of completion the new Parliamentary Buildings; and he now wished to submit to the House total amounts of the tenders that had been sent in, and to ask an expression of opinion as to whether it would be desirable to proceed with the new buildings and finish them or partly finish them; or whether they should let them alone. Only two tenders had been received. The lowest was from Messrs. Hall and Klein. They offered to finish the building, so far as to make it fit for use, for £6,106; for building a refreshment room, according to plan, of brick and cement, £5,122; but, for a similar building of wood, £4,580. They asked for finishing and completing the main building, without the arcade and carriage porch in front, £14,653, which, with the refreshment room of brick and cement at £5,122, would come to £19,775. That would be the total cost of completing the building without the front. However, those gentlemen added a rider to their tender to the effect, that in the event of wages rising above current rates a proportionate increase would be required. In his opinion, that rider put Messrs. Hall and Klein entirely out of court. The only other tender was from Mr. John Petrie. His tender was considerably higher than the other. Mr. Petrie offered to put the main building in a condition sufficient for occupation for £7,653. For the erection of the refreshment room of brick and cement, £5,614. He might here state, that according to the plan the refreshment room was a somewhat extensive building of two stories, containing rooms for the providore to live in. He thought, himself, it was rather elaborate, and though it was very suitable, if the buildings could be completed, a less

costly establishment might do for the present. For a refreshment room with wooden walls, Mr. Petrie asked £3,700. To complete the main building without the arcade and carriage porch in front, he asked £17,500, which, added to the cost of a refreshment room of brick and cement, amounted to a total of £23,114. Now, in taking this matter into consideration, honorable members, he hoped, would remember that in all Government buildings—at any rate in the case of all he had ever heard of—there was always a considerable sum required for extras, even after the tender was accepted. He submitted this matter to the House with the view of ascertaining whether honorable members would authorise him to accept the tender to have the main building partly finished, and a refreshment room built of wood; or have the whole building completed, with refreshment room of brick and cement. Mr. Petrie's tender was for putting the main building in a condition fit to be occupied, and he proposed to accomplish that in six months; but to complete the whole building he would require twelve months. The other tenderers asked for nine and fifteen months, but the rider those gentlemen had added to their tenders shut them out altogether. The point he would like to have an opinion upon was, as to whether the building should be partly finished, or wholly finished, or let alone. He was quite prepared to act in accordance with any decision the House might arrive at.

Mr. TAYLOR said that he, for one, would object to another shilling being laid out upon those buildings. It was perfect madness to begin with them. He did not see that anything better was required than the building they were now in. He could not see what would be the use of such a large place as the new building, which on account of its ugliness was an eyesore to every stranger who visited the place. Why they should be asked to lay out more money upon it, especially in the present depressed times, he could not understand. The idea of spending £20,000 more to partly finish the building would be a perfect waste of money; and then there would be other £20,000, no doubt, required to finish it. The only objection that existed to the present building was, that it was too hot when the session extended into the summer weather, but that was not often the case. It was the case certainly at present, but in six months time, before the new building could be partly finished, they would have winter weather. The Parliament would be sitting then, and the present building was not too hot in winter. He hoped the House would not sanction the expenditure at the present time.

Mr. PUGH said he thought the House should be informed as to the amount there was at present standing to the Parliamentary Building fund, and whether it would at present be available for proceeding with the work now. He would also like to know if

some reduction could not be made in the details of the building, so that it might be proceeded with and carried to completion.

The COLONIAL TREASURER replied that the amount of the Parliamentary Buildings fund remaining available, was £16,000. A portion of the money had been used for other purposes, for the completion of the military barracks, but it would be taken back. He might state what was the intention of the Government in respect to this matter, and what he thought would be the intention of any future Government in respect to it. If the new buildings were so far completed, the building in which the Parliament now assembled might be sold, and the proceeds made available for the entire completion of the new Houses. The proceeds of the block of buildings, in a portion of which the Parliament now met, would be sufficient, not only to complete the new Houses of Parliament, but also to provide a new building for the Supreme Court, which was very much required.

The COLONIAL SECRETARY said that if the House was inclined to authorise the finishing of the building, the contractor would receive a good deal besides the money payment. The contractor would receive all the material and a great deal of the flooring; all the doors, which were ready for being screwed together; all the gas-fittings, and a great variety of things which were now going to waste. The tenders had been called for in compliance with a wish expressed by the House in the early part of the session that some provision should be made for getting out of the present building before next session. They were not called for by him, except as a Minister of the Crown in compliance with the expressed wish of the House. If the House was prepared to authorise the partial completion of the new building for £7,000, he believed the refreshment room could be put up for a small sum. He thought that for about £9,000 the building might be made sufficient for occupation. The refreshment room was a somewhat large building according to the plan, and might look very nicely, but he did not see the necessity for such a building at present. He thought that a refreshment room something like the present one, and which would be sufficient for several years, could be put up for £500 or £600.

Mr. BELL said he was opposed to any expenditure of this nature at present. He believed that it would be both advisable and well to finish the new Parliamentary Buildings, if they had funds at their disposal for such a purpose—if, in short, the financial position of the colony was different from what it was at present. But, he maintained, it would be inconsistent with the course of supposed economy which the House had entered upon during the present session, to spend any money for the completion of the new Parliamentary Buildings. He thought,

that several sums of money had been refused by the House that should have been granted, if such an expenditure as this was to be entered upon. He saw no reason why the number of members that now constituted the Parliament of the colony should not continue to meet in the present building for a considerable time longer, should the present financial position of the colony not improve. They were obliged, on the score of economy, to avoid doing what in many instances it would be desirable to do for the interests of the colony; and why, therefore, should not honorable members suffer a little inconvenience when the colony had to suffer a great deal in other respects? They would be acting most inconsistently with their professed desire for economy if they were to spend any money at present on the new buildings. It would be an expenditure of money,—an investment of it in a way that would be without any return, and that at a time when the colony expected that a different course should be taken. He perfectly agreed with the honorable member for the Western Downs, in the opinion that this was not the time that they should spend money in the way now proposed. He had, he believed, been able to discover as much as any other honorable member, the inconvenience of the present building, but still he thought that, notwithstanding the inconvenience, they should continue their labors in the same place till the colony was in a better financial condition. He would most certainly oppose the expenditure of any money on the new buildings at the present time.

The ATTORNEY GENERAL said he thought the honorable member for West Moreton, Mr. Bell, did not really understand the question. Did the honorable member know that there was this £16,000? And that there was a Parliamentary Buildings Act, which provided that the fund for the erection of the new Houses of Parliament could not be spent for any other purpose? There was a sum of money in the hands of the Colonial Treasurer which was the proceeds of Imperial Crown lands sold within the city. That sum was to the credit of the Parliamentary Buildings fund, and why should it remain in the Treasury instead of being expended in the completion of the new Parliamentary Buildings, for which purpose the fund was created, instead of the material already prepared and on the ground being allowed to go to wreck and ruin? The House could not deviate from the provisions of the Act to spend one sixpence of the money; and the Act specially provided that the moment the present building was vacated by the Parliament that moment it could be sold. And when a new Supreme Court was built, the building at present used for that purpose could be sold, too, and the proceeds put into this fund. The sooner they were out of the present building the sooner it could be sold.

He was astonished to hear honorable members talk about not spending a farthing out of this fund upon the new buildings; but they could not spend any of it now in any other way. The financial difficulties of the colony had nothing to do with the matter; and was it not better to apply part of the fund—which could be used for no other purpose—to the completion of the new buildings, so that honorable members could perform their duties without impairing their health?

Mr. BELL assured the honorable and learned Attorney-General that he had not informed him of anything that he was not previously aware of, and that he had only told the House what he believed every honorable member in it already knew. He must say that the honorable member appeared on the present occasion to have spoken more as a lawyer than as a financier.

Mr. G. THORN said he was not opposed to the finishing of the new buildings, but he very much questioned if it was advisable, at the present time, to accept tenders, as there was a great scarcity of labor, which scarcity would be sure to increase if the gold fields turned out as it was to be hoped they would. He thought that the Government should for the present reject the tenders that had been sent in and call for fresh tenders. He should like to know if the money that was said to belong to the parliamentary fund was available at the present time.

The COLONIAL TREASURER said he would explain again that this fund was realised and set apart for a particular purpose, and had nothing to do with the general financial position of the colony at all. It was lying there and could not be used for any other purpose than that for which the Act provided.

Mr. BELL remarked that the honorable the Colonial Treasurer would have to obtain a vote for the money, as it was not in the Treasury.

The COLONIAL TREASURER: The building had already cost £44,000, and the flooring was there, all ready to be put down. The doors were also all finished, and most of the material was on the premises; and the Government had the money to pay for everything being put up. The fund had nothing to do, as he had already said, with the general financial position of the colony at all. It could not be spent for any other purpose, and it would be much better to spend a portion of it in rendering the building fit for occupation, than to have it lying in the Treasury, and the material for the building going to ruin.

Mr. LILLEY said he believed that almost the whole of the material was prepared already, and that unless it were put together very soon it would all go to ruin.

Mr. BELL: It will not.

Mr. LILLEY: It was simply absurd to say that.

Mr. BELL: It is not.

Mr. LILLEY: There was not a practical man who did not know that material, and

especially building material, when it had been made and was ready to be fitted together, did not rapidly go to ruin if it was laid aside for any length of time. If the money was not in the Treasury, he would like to ask the honorable member for West Moreton, his late honorable colleague, what he had done with it?

Mr. BELL: It is not there.

Mr. LILLEY: Well, he would like to know who had taken it away, or what had become of it. That it was there at one time the honorable member could not deny, for the property had been sold under the Act, and the proceeds realised, and if they were not in the Treasury, they must be somewhere else; and he wanted to know from the honorable member for West Moreton where they were. If they were not there it was something disgraceful. If the honorable member, while he was Colonial Treasurer, had mixed them up with other moneys he had done wrong, and had gone against the Act of Parliament. A large quantity of land that had been granted for the use of the corporation of Brisbane was resumed and sold under the Act; and after so resuming and selling the land they were told by the ex-Treasurer that the money was not in the Treasury.

Mr. BELL: It never was there.

Mr. LILLEY: Well, it should have been put there. A portion of the hill on which the Police Office stood was sold under the Act, and the proceeds placed to this fund.

Mr. BELL: No.

Mr. LILLEY: What was the meaning of that? The fact was, the honorable member did not appear to know anything about it.

Mr. BELL: There were not sales sufficient to cover the amount, and the money is not there.

Mr. LILLEY: Well, the honorable gentleman who at present held the office of Treasurer now told him him that it was there—and he believed his statement. It was no use telling him that there had not been sufficient sales to cover the amount. It was sufficient for him to know that there should be £16,000 to the credit of the fund. If it was not in the Treasury it should be there. He would support the proposition that the building should be gone on with, not from any motive arising out of the fact that he was member for the suburban hamlet of Fortitude Valley, but because he believed it would be a saving to the country to finish the building without delay; and he must say that he should like to get out of the present building as soon as possible. He would like to know how much the building had cost already. He was afraid it had cost more than it was worth, but it would not mend matters to let the building now go to ruin.

Mr. RAMSAY wished to know if any valuation had been made of the present building; or, if any approximate valuation could be stated.

The COLONIAL SECRETARY said that he never had an estimate made of the value of the present building, but one could very easily be got. He feared, however, that the present would not be a favorable time to sell it.

The COLONIAL TREASURER, in explanation, said that the sum of £16,000 was what was left of the proceeds of land sold in Brisbane, under the Parliamentary Buildings Act; but he found, on entering office, that £6,000 had been appropriated to the military barracks. Seeing that that appropriation was illegal, he had placed a vote for the barracks on the Supplementary Estimates, and when that amount was replaced the full sum of £16,000 would be in the Treasury to the credit of this account.

Mr. O'SULLIVAN said it appeared by the explanation which the honorable member had just made that the full sum of £16,000 was not now in the Treasury to the account of the fund, but that £6,000 had been spent. However, as the new building had been so far proceeded with, he thought it would be well that it should be completed. As to the refreshment room, he thought that a building that could be put up for £500 or £600 would be sufficient. He thought it was very much to be regretted that the new building was ever commenced; as the present Houses would have been quite sufficient for twenty years yet. To say, that if the present block of buildings was sold, it would realise as much as had been expended on the new building was a complete fallacy; and it would be a great mistake to offer this building for sale at the present time. As he had said, the present building was quite large enough for all the purposes required, but if it was intended by the Government to increase the number of members, it might not be large enough. He thought, it would be well to leave the matter of proceeding with the new building in the hands of the honorable the Colonial Secretary, who would no doubt have the work done on the cheapest scale.

Mr. MILES said he would like to see the new Houses finished, as he believed the material could only be going to waste by being laid aside. He would like, however, to know something about the money, for he really did not believe it was in the Treasury. The honorable member for West Moreton, who was Colonial Treasurer not long ago, had told them that the money was not there, and they all knew pretty well how the honorable gentleman used to do with the money when he was in the Treasury.

Mr. GROOM said, it might be in the recollection of honorable members, that he tabled a motion on this subject at the early part of the session; and he did so on being informed that there was £16,000 in the Treasury for this purpose. Had the building not been commenced, he believed the House would not now have voted one shilling towards it; but he thought that, as it was so far advanced,

the sum of £8,000 would be well spent in completing it. As the honorable the Colonial Secretary had brought this matter forward with the view of obtaining an expression of opinion by the House upon it, he thought that object would be best accomplished by his asking the House to pass a resolution on the subject.

Mr. DOUGLAS said he could assure the honorable member for the Maranoa that the money was not only legally, but practically, available. All the trust funds appropriated under an Executive minute were provided for by a deposit of debentures to the same amount; and that was the first opportunity that was offered for the Government making such deposits for the purpose of securing those trust funds. At the time the Executive minute was passed, the sum of £14,977 9s. 6d. was represented as the amount in the Treasury secured under the Parliamentary Buildings Act. Now, there could be no doubt, therefore, that the money was legally and practically available.

Mr. O'SULLIVAN: The debentures are not sold.

The COLONIAL TREASURER: We can easily sell them.

Mr. DOUGLAS: When the Government was authorised to raise a loan, the means that was provided was the issue of debentures. So it would be in this case. The Government would be authorised to dispose of the debentures that were now in the Treasury to the credit of the Parliamentary Buildings Fund in order to make up the amount that had been subtracted from the fund for other purposes. As to the amount which it was desirable to spend in the first instance, he thought it should be limited. All that was necessary was sufficient accommodation for the Houses to meet, and for committees. He agreed with the honorable the Colonial Secretary in believing that £500 or £600 would provide a refreshment room that would be sufficient for all purposes. A wooden structure was all that was required. Under those circumstances, it appeared to him that honorable members might, without difficulty, look forward to leaving the present building next session; and, he thought, a great gain would be obtained in that way without any material loss to the public.

Dr. CHALLINOR considered there were many reasons why they should remove from the present building as soon as possible. One of those was the danger from fire to which the building was particularly exposed. If the building were to take fire, the whole of their valuable library, and many important public documents that could not be replaced, would be utterly destroyed. There could be no doubt either that, on the score of salubrity, they should get into the other building as soon as possible; but no matter how soon they might be able to remove, he would not recommend the sale of the building

they now occupied while the colony was in a depressed condition. There were two returns in connection with this matter that he would like to see. The one was a return of the moneys that had been raised for the Parliamentary Buildings fund; and the other, a return of the amounts that had been paid for the Parliamentary Buildings; for he had a strong impression that if there was a large amount due to the Parliamentary Buildings fund from some other fund, there was also a large amount due from the Parliamentary Buildings fund to some other fund—to the general revenue, perhaps—and, if so, the refundments to the Parliamentary Buildings fund must be applied to the repayment of those amounts. He thought it would be well that such returns should be laid upon the table before this matter was further discussed. He hoped the time was not far distant when they would see the buildings wholly completed, and whatever unsightliness there was about them in their present condition removed. He did not think there would be much difficulty in selling the debentures and obtaining the money to proceed with the building; but, as the matter was one of money, the whole of it should, as far as possible, be kept within the control of this House.

Mr. FITZSIMMONS said he thought that in the present depressed state of the colony it would not be advisable to go into any heavy expenditure on the new Parliamentary Buildings. From all parts of the colony they heard complaints about the want of roads and bridges; and honorable members who brought such complaints before the House, were invariably told that there was no money to spare for such purposes. Now, while that was the case, they ought not to expend any money whatever in a way that was not very pressing necessary. It appeared that £6,000 of the money had been spent on the new Military Barracks, that there was £10,000 worth of debentures in the Treasury to the credit of the account. That was how the account stood, so that some of the proceeds at first deposited might have been spent on the railway to Warwick, or on the bridge to Ipswich. He thought it would be better to avoid this expenditure altogether at present, as there was no actual need for the new buildings being at once completed.

The COLONIAL SECRETARY said that, in order to put an end to the desultory discussion that had arisen, he would give notice that on Tuesday next he would move:—

1. That, in the opinion of this House, it is desirable that so much of the new Parliamentary Buildings should be completed as will afford accommodation to both Houses of Parliament.

2. That the foregoing resolution be forwarded to the Legislative Council, for their concurrence.

Mr. MACALISTER said he fully concurred in the motion of which the honorable the Colonial Secretary had just given notice; and he concurred in the view that it was

desirable the new Parliamentary Buildings should be closed in and finished as quickly as possible, so that the House might take possession of them next session; for every honorable member must be painfully aware, that to remain in the present building during a session in the summer season amounted to almost an impossibility. But there was a difficulty in this matter which had not yet been explained. The honorable gentleman at the head of the Government did not seem to understand the real position of the vote. The honorable member at the head of the Government had stated that there was a sum of £16,000 to the credit of the fund. Now, it seemed to him that that could not be possible. The honorable member was aware that the sum of £30,000 was raised by loan for the erection of the new Parliamentary Buildings; and that that loan was to be repaid out of the fund when it was created. Now, did the honorable member mean to say that the £30,000 had been repaid, as provided by the Act, and that there was still a balance to the credit of the fund of £16,000. If the £30,000 had been repaid, he could understand that there was a balance of £16,000, but if it had not been repaid, he could not admit that there was a balance of £16,000 to the credit of the fund.

The COLONIAL TREASURER remarked, that the honorable member for Ipswich should know better about the matter than he did. As he understood, the loan was obtained to assist in putting up the new buildings; and, therefore, when he spoke of the £16,000, it was without reference to the loan of £30,000.

Mr. MACALISTER said he thought the loan of £30,000 was raised during the same year as the fund was created, and that by the Parliamentary Buildings Act the loan was to be repaid out of the fund.

Mr. LILLEY: No, nothing of the kind. The second clause of the Parliamentary Buildings Act provided as follows:—

“All moneys produced by any such sale shall be paid into the Treasury of the colony to a special fund for the purposes of this Act and all such moneys after payment of the costs of survey and sale be applied without any deduction whatsoever in and for the erection within the city of Brisbane of parliamentary and other buildings.”

Mr. WALSH having risen to address the House,

The SPEAKER said he thought it was now time to put a stop to a debate that might be revived upon the motion of which the honorable the Colonial Secretary had given notice. It was hardly worth the time of the House to go further with it.

Mr. WALSH said that, with all due deference to the Speaker, he considered that it was not for him to decide whether it was worth the while of the House, or not, to continue the debate.

The SPEAKER explained to the honorable member, that it was in view of the debate being revived, on the motion of the Colonial

Secretary, when every honorable member would have an opportunity of expressing his views on the subject, that he thought it was not worth while to continue the debate at present.

The matter then dropped.

**MONEYS PAID TO MEMBERS OF PARLIAMENT.**

THE COLONIAL TREASURER said he wished to offer an explanation with reference to a return laid on the table on Friday last, of payments which had been made to members of Parliament, and now printed and in the hands of honorable members. The honorable member for Ipswich, Mr. Macalister, took him to task yesterday for producing an imperfect and incomplete return, and said that the Government were responsible for it, and should have looked over it and seen that it was correct. It was absurd to say that, for it was impossible that a Minister could have the time to look over the particulars of every item in such a document; and even if he did he would not be any the wiser for it. He should like to ask the honorable member whether, if he had to produce a document from the Registrar-General's department, he would hold himself responsible for its correctness? If not, the honorable member should not hold him responsible for the correctness of the return. The head of the department to whom the matter was referred was responsible for it. The return extended over several years, and it would have been impossible for the Government to have certified to its correctness without comparing every item with the voucher for it. He had also been accused of producing a return containing a false statement, and confessing it to be false. Now, he must deny having done anything of the kind. What he did was this: One of the items having been explained to him, he stated that he had heard that an omission had been made, inasmuch as one gentleman had been put down as having received a small sum who had received a very much larger sum. On making inquiries, however, he found that the return was substantially correct. There was only one real mistake in it, and it was the item of £10 to which the honorable member for Ipswich referred yesterday. It was put down in the return this way:—"Mare, telegraphs, £10." The honorable member said he had nothing to do with that; and the Auditor-General admitted the mistake. The mistake was this: A mare employed by the party in the telegraph extension service was lost. Payment was demanded for it as private property, and a voucher was sent in, and the amount claimed was paid out of the exploration fund. The document was signed "A. Macalister, junior." The clerk in the office admitted having made the mistake of not putting in the word "junior." The honorable member for Ipswich also referred to three items charged against him for lands

resumed. Well, all that the Audit Office could do was to follow the list that was furnished to them. There was a list furnished from the Lands Office, but it was a very bald one, headed "Lands resumed for railway purposes." In that list the honorable member was charged with £107 15s. 4d.; and that being the case, he asked if the charge could have been put down in the return in any other way than it had been. The honorable member had explained to the House that the other item of a similar kind was an amount paid to him for professional services on behalf of some other party. But what had the Government to do, or the Auditor-General to do, with that? The honorable member also referred to the case of one member of Parliament, who was put down for something over £100, but who had received altogether several thousands of pounds. The gentleman referred to was a member of the Legislative Council—the Honorable F. E. Bigge. On making inquiries into this matter, he found that a large quantity of timber for a jetty at Bowen was purchased from a company who had saw-mills at Cleveland, and that Mr. Bigge was a member of that company. All the money for the timber was in that case, of course, paid to the company, and not to Mr. Bigge individually.

Mr. MACALISTER thought the honorable member had better have said nothing at all than have said what he had now said. The honorable member had not referred to all the items that he called attention to, yesterday. There was one item of £100 that he objected to; but the honorable member had given the House no information about that. The item of £10 appeared to have been incurred at the Gulf of Carpentaria, where he never had been. There were other objections of his, which the honorable member had not referred to—those for lands resumed. Now, he thought he informed the House, yesterday, distinctly enough to be understood by the honorable member, that the Government had resumed no lands of his, and that he had not had any lands in a position that would induce the Government to resume them. But, the honorable gentleman had not referred to those items. If the Auditor-General could not make out a correct return, why should it not be stated that the return could not be made better; and why lay a return upon the table that could not be made correct? The honorable member had the same opportunities of obtaining information as he had had; and he had no difficulty in ascertaining what those sums were for when he went to the offices of the other departments.

THE COLONIAL TREASURER: The honorable member would perhaps oblige the House by explaining why the mare was put down in a voucher for lands resumed.

Mr. MACALISTER: It was not put down in the same voucher; it was in a voucher by itself.

THE ATTORNEY-GENERAL said that he also had examined the return, after the particular

manner in which the honorable member for Ipswich called attention to it on the previous day; and he found that he, too, was put down in it for lands resumed for railway purposes, £12 ls. In the course of to-day, he went to the Audit Office, and asked to see the voucher; and the voucher was produced, shewing that the money was paid for lands resumed. He then went to the Lands Office to obtain further information if possible on the subject, because he had never had any lands resumed by the Government for railway purposes; and his inquiries at the land office resulted in his discovering that this was the amount of a cheque on the Union Bank paid to him for legal charges, which legal charges were for an opinion as to the resuming of certain lands and for other professional services rendered to the commission. Now, why was it not stated in the return that the amount was for legal charges, instead of being put down as for lands resumed for railway purposes? If all the vouchers forwarded from the Lands Office to the Audit Office represented such charges as for lands resumed, how could the Auditor-General furnish a return correctly stating what the amounts were paid for? Any errors that were in the return appeared to him to be attributable to the incorrect way in which the accounts had been kept for years in the Lands and Works Department.

Mr. LILLEY said he thought that if anything could convince honorable members of the worthlessness of this return it was the explanations that had been made respecting several of the items. The amount put down to the honorable the Attorney-General as for lands resumed was, he thought, properly put down under that head, for it was part of the cost for the resumption of certain lands, whether the lands belonged to the honorable member or not. Now, this information with respect to all the items was forthcoming, though it was not set forth in the statement of the Auditor-General. It seemed to him that this return had sent abroad an impression in the public mind that honorable members had been receiving moneys from the Government for corrupt purposes; but as one honorable member got up after another and made an explanation, all such impressions, if they ever existed, were at once brushed away. Would any honorable member be found to say, after the explanation that had just been given by the honorable the Attorney-General, that those moneys were paid for corrupt purposes?—or, after the explanation that had been given by his late honorable colleague, Mr. Macalister, that the money was paid corruptly? In a limited community like this, where there were few merchants and few professional men, when they were sent into Parliament, the Government could not escape employing them. Was it to be supposed that the Government would give £150 for the vote of any honorable member of the Upper House, when they had power of appointing members to that House who would support the

Government? One honorable member of the Legislative Council, Mr. Harris, he believed, had been referred to as having received a large sum of money from the Government. Well, that honorable gentleman was a merchant, and the Government perhaps could not get the goods they required from any one else, and, therefore, had to go to him for them. Now, would any one suppose that the Government would give £30,000 for the vote of the honorable member, or any other honorable member of the Legislative Council? For his own part, he did not believe that any one out of the House would suppose that honorable members could be corrupted by the Government in that way. He had himself received money from the railway department. He had received large fees from that department, and he could tell honorable members that he had a very great deal of work to do for them. But would any one say that that had corrupted him? He believed that he was in the return for the amount. If he was not he should be in it; and if he was not, the omission was only another proof of the worthlessness of the return. When he was out of office, was it to be supposed that he was to read a brief of about seven hundred pages for nothing, because, forsooth, he was a member of Parliament? The very idea of such a thing was absurd. But he got his fee for what he did, and he could assure the House that it had not corrupted him. Would the honorable the Attorney-General say that he offered him that fee, because he thought it would influence him in his vote? The explanations that had been made shewed the utter worthlessness of the return, if it was asked for or produced with the intention of shewing that the moneys were paid for purposes of corruption. He observed that the honorable member for Maryborough was ready for a spring; but the honorable member must wait a little, for he was not finished yet. He would ask that honorable member, himself, if there were not other ways of corrupting members of Parliament than by the payment to them of moneys for services rendered or for goods supplied? The honorable member for Maryborough had suffered himself, he believed, from the calumnies of other members of the community. It was only the other day, for instance, that the honorable member was described as the member who had grabbed a coal mine; but would any one say that he was corrupted by that? He must say that he thought honorable members damaged themselves very much, and damaged the House very much, in public estimation by the constant accusations that were made by one against the other. During the last two years there had been a perpetual harping in the House upon the character of honorable members; so much so that, in his opinion, if the public abroad gave honorable members credit for anything—if they believed what honorable members said, they must believe that the House consisted

of a pack of the greatest rascals in the world.

The ATTORNEY-GENERAL wished to explain that he never charged any one with corruption. What he said was, that the honorable member for Ipswich charged the honorable the Colonial Treasurer with producing an incorrect return knowing it to be incorrect; and he said, in reply to that charge, that it was owing to the incorrect way in which the accounts had been kept in the Lands and Works department for years that the return could not be correct.

Mr. WALSH said he would join issue at once with the honorable and learned member for Fortitude Valley, on the way he had dealt with this question. A more glaring piece of special pleading he had never listened to than the speech of the honorable and learned member. The document which had been placed upon the table, shewed a course of conduct that was a disgrace to the House and to the country. It was not necessary, in discussing a matter of this kind, to accuse particular individuals; but what he wished to do was—and he would make as much out of the document as he could—he wished the country to understand that there had been a species of truckling going on between the Government and the Parliament, which had had a mischievous effect—which had sapped the foundations of responsible government. He found that, by the Constitution Act, a member of either House of Parliament could not enter into a contract with the Government. And why? Not because there was something inherently bad or mischievous in a member of Parliament entering into a contract with the Government, but in order that he should not be beholden in any way from personal interest to the Government; that he should not be subject, from private interests, to be influenced in his public conduct by the Government; that he should, in his place in Parliament, be independent of the Government; and that he should not be in the position of coming to this House, or to the other House, during a great crisis, and, in consequence of the favors the Government had the power of dispensing, be fettered in his speech or action in the House. He had no hesitation in saying, moreover, that the return evidenced that things had been anything but what they ought to have been. The payments that had been made to members of Parliament ought not to have been made to them, except as contractors. Members had evaded, and he believed the Government had permitted them to evade, forfeiting their seats in the Assembly, by entering into large engagements without contracts. He had no hesitation in saying that the country had suffered because tenders had not been called, and contracts entered into, for many of the things supplied by members of Parliament; and, if that proper course had been pursued, the country would have benefitted in an economical point of view, putting aside

altogether the moral view. The fact that the return was imperfect did not go to shew that those views were incorrect, or that the evils he had pointed out did not occur. If, for instance, he had sold himself to the Government, and if his name did not appear in the return, that would be no proof that he had not sold himself;—because the name of somebody else might be down as the recipient of the payment for him. The return shewed that payments had been made to members of Parliament, for the resumption of lands for public purposes. That one feature of it would open the eyes of the country to what had been going on. He would mention an instance, which made him feel strongly. He happened to be once in conversation with an important member of the Government, who told him of the immense demand made of him by a man whom he described as “a very great rascal.” The Government were compelled to resume his land for railway purposes; and a claim was sent in for £500. The Minister said he knew the value of the land, and that the Government assessors had put it down at £35.

Mr. GROOM: More than enough.

Mr. WALSH: He said, “We may trust you that the scoundrel shall not get it.” The Minister said, “He never shall.” That individual who made the claim, subsequently became a member of Parliament; he sat on the Ministerial side of the House, and, in a short time, he received £450 for that land that was said not to be worth £35.

HONORABLE MEMBERS: Name, name.

The COLONIAL SECRETARY: It appears in the return.

Mr. WALSH: He pledged his word to the truth, the accuracy of that dialogue. If the Government possessed the power to reward members of Parliament, what security had the people?

HONORABLE MEMBERS: Name, name.

Mr. GROOM: G. M. Reed.

Dr. CHALLINOR: It was by the award of an arbitration.

Mr. WALSH: To him it was very evident that if members of Parliament were allowed to receive such enormous sums of public money, that Ministry would be most popular that had the largest amount to dispose of. He fancied he had seen the effects of such proceedings in the House. More than that, he had heard a Minister in the House say, *sotto voce*—“We must keep that man quiet; we must give him an order for something.” He challenged the honorable member for Western Down, Mr. Taylor, if he had not heard that, too! That honorable member was near the individual alluded to. It was because he (Mr. Walsh) was aware of such occurrences that he had felt it his duty to move for the return; also, because, when the present Minister for Lands moved for it, last session, honorable members now in opposition got up and denied the necessity for such a return at all. He well remembered the

opposition to it that was commenced on that occasion. One would have thought that the honorable member for Mitchell had committed some crime in moving for it. He (Mr. Walsh) knew the day would come when they would get it. It had been denied to the House by a Government more than strong enough at the time. He would never allow the return to be done away with, or its facts disputed, by such sophistry as he had heard before he rose to address the House.

MR. TAYLOR said he did not object to the return; indeed, he was glad it was on the table. He never opposed it when the honorable member for Mitchell proposed it. He did not know that he had been sitting near that member who, according to the honorable member for Maryborough, had to be kept quiet with a little order from the Government. Who was it? He asked honorable members to turn to page thirty-three of the return; they would find there, "James Taylor, Esquire, £7,167 2s. 6d.," He did not shirk inquiry for a moment. He had gone through it all before; he had been subjected to a severe cross-examination before a select committee of the Upper House last year, and they had paid him the compliment to say that he had come out of it like doubly-refined gold. He was down for £1,200, for "land resumed for railway purposes;"—he never touched a penny of it. He was merely an agent for another party, for whom he had simply received the money. Another item was £607 1s. 6d.; he never touched a farthing of that. The next item was £256 5s.; he had not a fraction of that. Then there came £2,000; he did have that. He did not like small sums. But, then, he had given full value for it; he could have got, at auction, the same price for the land spite of the serious crisis.

THE COLONIAL SECRETARY: In bills.

MR. TAYLOR: No; in cash. They did not deal in bills out his way. The fact was, the return was all "bunkum," nonsense. If a proper return was made, he was satisfied it would be very difficult to bring a charge of bribery against any member of the House. All he could say was, that all his transactions with the Government were of the most "nipping" kind. Instead of finding them generous when he had anything to offer them, he had found them most economical. When he had offices to offer for the land agency at Toowoomba, quite equal to the chamber in which honorable members sat—equal to the new Parliament Houses—magnificent rooms—everything convenient for carrying on the business of the district. The Treasurer of the day, the honorable member for Eastern Downs, would not listen to anything reasonable, and cut his rent down to £100. Every transaction was the same. The next item in the return was £180. He (Mr. Taylor) never touched that. But the one after that was a large one; he did touch that. The whole amount he had

received was £4,180, for himself. The rest he had nothing to do with—no more than the honorable member opposite, Mr. Walsh,—except to receive the money, sign a receipt, and hand it over to the parties. He did not have the £7,000 odd, and it should not be put down at his door. But he did not care about the return going before the public any more than he did about going down stairs to eat his dinner. He never valued an inch of his land, himself; he had left it entirely to the Government referee, who was a known man of honesty, and he believed there was no honorable member of the House, Minister or otherwise, who was more honorable in his dealings than that man. He was not at all annoyed.

MR. GROOM said he would not have risen to speak on this question at all, if he had not seen his name figuring in the return. He noticed that the return comprised a period when he had the misfortune to keep a hotel in Toowoomba; and, while he observed that the board and lodging, and fodder, of the Engineer of Roads was given, he did not observe the expenses put down of the legal gentleman who had come to Toowoomba. Therefore, the return was, so far, incomplete. Further, £80 for railway purposes, 1867, was paid in 1866, and not paid to him at all. The cheque was sent to him, but, under his bond, to be handed over to the person who purchased the lease of his business. He would, now, particularly call attention to what had been stated by the honorable member for Maryborough about the land, which he had said was worth £35. In his (Mr. Groom's) opinion, it was not worth £20; yet the gentleman who had owned it had recovered £450. He assured the House that there was not a man, woman, or child, in Toowoomba, who was not surprised to hear of that. But the honorable the late Premier had nothing to do with it. The owner of the land was Mr. G. M. Reed, late a member of the Assembly. An arbitrator had been appointed by the Government, and the owner appointed his arbitrator; and, then, the two selected an umpire, who was the then police magistrate. The three were members of a corporate land company in Toowoomba, and they were all interested in keeping up the most fictitious value of land in Toowoomba; and they actually awarded £450 for a piece of land in Toowoomba not half the size of the Assembly Chamber, for which nobody else would have given £5. The matter was brought before the late Secretary for Public Works, and what did he say? "I can do nothing in the matter unless I go to the Supreme Court; that will, probably, involve us in more expense than if we pay for it." When the late Premier heard of the extraordinary price given for the land, he expressed the greatest astonishment at it. The fact was, the umpire was more in fault than the arbitrators, who differed; and, when they referred to him, he gave that high value.

The COLONIAL SECRETARY : Who was the Police Magistrate ?

Mr. GROOM : The present Registrar-General, Mr. Rawlins. If the matter was gone into, it would be found that he stated the facts as they had occurred. Mr. Watts had told him that he had certain remarks to make on the award, and that he should like some honorable member to ask a question in the House, that he might have an opportunity to do so. It was a concocted scheme on the part of a land company, to keep up the price of land. Unfortunately, many people had had to court the acquaintance of Mr. Pickering, in consequence of that award ; because it was published far and wide, in order to keep up the fictitious value of land in Toowoomba.

Mr. O'SULLIVAN observed that it would be monstrous if honorable members were to be considered bad because their names appeared in the return. He had his own particular grievance. He was down, as having received £100, in 1865. He was not a member of the House then—neither for two years before, nor for two years afterwards. He was put out at the dissolution on the railway question, in 1863 ; and he was not returned again to the House till this year ; yet the £100 was put down to him as a member of Parliament. It was for two allotments of ground that the Railway Commissioner required. He (Mr. O'Sullivan) had really wanted £250 for the property ; but, without going to the Supreme Court, had wrenched only £100 out of the Government for it. The debate, from beginning to end, convinced him that the suggestion of the honorable member for Maryborough, with regard to a select committee, to procure proper returns, would be the best the House could adopt. It was whispered throughout the town that some of the returns presented to the House from some of the departments were not at all fairly rendered. He was aware, from his own knowledge, that no proper return could be furnished from the Works Department ; there was no proper machinery there to make them. He would not, however, express his opinion of that department ; if the other departments of the Government were like it, they were helpless, indeed.

Dr. CHALLINOR said he appeared in the return as the recipient of about £80 ; but all the money that he had drawn from the public funds was for professional attendance pursuant to directions of the bench, or the coroner, or the police authorities, with one exception, and that was in the case of a woman who had been outrageously assaulted by a blackfellow. He must confess, he had been somewhat surprised at the strong language used by the honorable member for Maryborough. If his memory served him right, it was simply by an accident that that honorable member's name, as one of a firm, did not appear in the return as the recipient of £1,000, for coal supplied to the Government. It was merely

from his (Mr. Walsh's) inability to carry out the contract for 1,000 tons of coal, to be delivered from the Burrum Mine, at Gladstone, Port Curtis, that his name was not down as a recipient of money out of the public funds. The honorable member's memory must have been very defective, when he forgot that ; or, he must have adopted the plan, which many persons, not honorable members of this House, adopted, that of trying to divert attention from himself by directing it to others. He ought not to have omitted to mention the fact referred to, when he was speaking so much of the doings of others. It was evident the honorable member was tarred with the same brush with which he endeavored to blacken others.

Mr. BELL had not very much to say on the subject under discussion ; but he desired to make reference to something that had fallen from the honorable member for Maryborough. He believed that, when moving for the returns, the honorable member thought he was performing his duty ; and that, on their being brought forward, the country would not lose much by the debate on them. If the honorable member had been content to move for returns, and had refrained from painting in strong colors circumstances that, if they were properly set forth, would not bear the interpretation that had been put upon them ; he would not now stand in the very strange position that he did certainly occupy. The inferences that the honorable member had drawn, and that he wished the House to adopt, from the circumstances which he had set forth, could not be justified, unless the House were to believe that his motives were—or, unless he had told them plainly that what he had done was—to blacken the character of an honorable member.

Mr. WALSH said he never had such a motive, and never made such an assertion.

The SPEAKER : He was quite sure no honorable member would impute motives or repeat a statement, when another honorable member denied it.

Mr. BELL : He merely spoke with reference to the inferences fairly drawn from the honorable member's own statements. The statements of the honorable member shewed that he had for twelve months been possessed of facts, which he had kept to himself, so long as the person affected by them was a member of the House. Now, it had come out in debate that there was no conversation between the Minister who had been so particularly referred to and the gentleman who had received such a large sum of money for his land. The honorable member for Maryborough had told the House that the result of that payment was, that when that gentleman subsequently became a member of the House, he took his seat as a supporter of the Ministry. If the honorable member's statements had been true, they would have been of a shameful and most damaging

character to the accused Minister; but as he (Mr. Bell) listened to the further progress of the debate, he had found the whole of that honorable member's charges swept away. It turned out that the Minister had had nothing to do with the valuation of the land, which had been referred to arbitration. He now asked the honorable member for Maryborough whether the insinuations he had made, the false inferences he had drawn, were fair? He asked him, as a member of the House, as a gentleman, whether his statements were such as he should have made? If the honorable member should, as he must, find that he was not justified in what he had stated, he (Mr. Bell) trusted that he would not think it beneath his dignity to state so.

Mr. ARCHER remarked that he thought it a great pity that the debate should be carried on in such a spirit as had been displayed; but it must be attributed to the honorable member for Ipswich, Mr. Macalister, who opened it yesterday. That honorable member then charged the honorable member at the head of the Government with bringing in a false return. It seemed to him (Mr. Archer) that the head of the Government never brought before the House a return or a report of which he had himself gone through the vouchers to see if it was correct. Did the honorable member for Ipswich pretend that he had done so? Was it not true that, when a return was asked for by the House, it was prepared by the department to which it properly belonged? The report in question had been prepared by the Auditor-General. Then, the honorable member for Ipswich had made a charge against the Government of making false returns; and that was the cause of the subject being discussed in the way that it had been. Everyone knew that a Minister of the Crown, when bringing forward a report, was utterly at the mercy of the officers of the department who compiled the report. To expect that a Minister was to leave his important business to look after returns was utterly absurd. Such charges as had been made created ill-feeling, and then the debate went on pell-mell, and there was recrimination between honorable members. If the honorable member for Ipswich had simply got up and stated that there were mistakes in the return, and corrected them, the House and the country would have been satisfied; but they were not satisfied when he blamed the Ministry for the production of the report. He (Mr. Archer) denied that the House would never hold a Minister blameless for such a return, or expect that the Minister should himself look into the vouchers, to see if it was correct. Several honorable members had got up to explain why their names appeared in the report, and they had been listened to patiently. There was not the slightest reason why their names should not appear; and nobody suspected that, because their names did appear in the

report, they were corrupt—or that an honorable member had been bought or sold. The harm was in raising the question, and then making a row about it. It was not raised by the honorable member for Maryborough; it was raised, yesterday, by the honorable member for Ipswich coming in and charging the head of the Government with bringing up a false return, and blaming him for not seeing that the items were right before the return was laid before the House. The honorable and learned member for Fortitude Valley seemed to think that the honorable member for Ipswich was perfectly right to blame the head of the Government. Had the mistakes been pointed out in the way that the honorable member for Ipswich, Dr. Challinor, and the honorable member for West Moreton, Mr. O'Sullivan, had done, the thing would have ended. The other way had led to a great deal of unnecessary talk, unprofitable talk; and to a debate that might have been conducted in a milder manner. Otherwise, the discussion was very good and proper. But to throw suspicion on the honorable member for Maryborough, for doing what he had done, was most unjust to him. It was the duty of the House to see that the Government of the country was carried on as a representative government should be—with a ministry having as little power over the representatives of the people as possible. The honorable member for Fortitude Valley had shewn that there must be some influence, or certain gentlemen could not take their seats. The Government must apply to the merchants and lawyers; still, it was perfectly plain that the House should have returns laid before them, so that there should be some check upon that influence—so that it should not be abused. Therefore, those who had blamed the honorable member for Maryborough, and the head of the Government, for getting a return that was not faultless, had acted in a manner that was very improper and inexcusable.

Mr. PUGH said he was one of the delinquents named in the return; but he could not see that that affected his position or independence as a member of the House, or diminished his usefulness to his constituency. A great deal of the blame which had been laid on the head of the Government, was chargeable to the system of accounts in several of the departments. In certain departments it appeared to be the practice not to keep accounts of moneys paid to different individuals, but to keep only accounts of the votes out of which moneys were paid. That he took to be the principal cause of the dissatisfaction and annoyance caused by the return. It might be very proper to keep accounts in that way; but he would suggest to the honorable the Treasurer that the several departments should be advised to keep them in such a way, that, should they be required at any time to produce an account of moneys paid to particular persons,

they would be able to do so without the trouble of going to ascertain out of what particular funds the amount had been defrayed, or to which it had been charged. He hoped that the matter would now be allowed to subside; the House had spent enough time on it. If any honorable member could make out a special case from the return, he should be very happy to support him.

MR. LILLEY, in explanation, said the honorable member for Rockhampton had slightly misunderstood him. Where a return was directed, or likely to be directed, against the honor or reputation of members of Parliament, the greatest caution ought to be taken to see that it was correct; he said this, because it was due to himself and to the House; but he did not think that the honorable member at the head of the Government need go through the vouchers for all that. He did not complain at all that his name was in the return; it ought to be in for receiving money, where it was not; he had received a fee for pleading in an arbitration case.

THE COLONIAL SECRETARY: I will inquire why it is not.

MR. LILLEY: He should be very happy to assist the honorable gentleman in any way to make the return complete. But that shewed the uselessness of the return. In some cases, there were omissions; in other instances, moneys were put down which ought never to have found a place in the return. If they were evidence of corruption on the part of honorable members, then he could not see it. There were other things than the return that the House had a right to complain of. He did wish that the honorable member for Maryborough, who, yesterday, and to-day, spoke on the subject, would refrain from imputing corruption, either directly or indirectly.

THE COLONIAL TREASURER said it was because he thought great caution ought to be exercised in preparing the return, that was the very reason why he had referred it to the Auditor-General;—so that the House should get an unbiassed statement. If the Auditor-General had made a mistake, he was an officer of the House—if there was any fault in the return, he ought to be blamed, not himself (the Colonial Treasurer), for it.

MR. MILES said his name was not in the return, and it was not necessary for him to make a defence. He should make no accusation against any honorable member. He trusted, however, that the House would not separate until they had passed a resolution that the Government should call for tenders for what they required, and not be dealing in the way they had been doing. There could be no doubt about it, there were items in the return that were very suspicious. He saw that Mr. Brookes had received £10,784 6s. 5d. It was very possible all that was correct, and that goods to the full value of that amount had been supplied by that gentleman to the

Government; but he nevertheless thought it looked suspicious, and that the proper way to transact business of that description was to call for tenders. It was a noticeable fact, that all the large sums had been paid to the members of Parliament who had invariably supported the late Government. No doubt, the honorable member for Western Downs, Mr. Taylor, was correct in stating that the land that had been resumed by the Government, and which had formed part of his property, would have sold for £2,000 at auction; but would it have sold for that amount, had he not succeeded in getting the railway station where it was at Toowoomba? The fact of the matter was, there was a place for the station on Government land.

MR. TAYLOR: I would have got my money.

MR. MILES: There were a great many items in the return which were very objectionable, and he hoped the House would put it beyond the power of any member to accuse any Government, for the future, of trafficking for political support. When the Government required stores, they must throw open the supplying of their requirements to public competition, and do their business in an open-handed manner.

MR. DOUGLAS said he quite agreed with the honorable member who spoke last, that in ordinary cases it was advisable that supplies required by Government should be tendered for and obtained under contract. Such was the general practice of the Government; but it been departed from in a large degree. Even if the rule was wholly adopted, he would point out that it would not prevent an honorable member from having a direct or indirect beneficial interest in money received from the Government for supplies. For instance, the Honorable George Harris was the largest contributor named: he was put down at £30,000, but his receipts were probably very much larger. If he was precluded from dealing with the Government because of his position in the other House, it was quite possible that he would have a beneficial interest in contracts with the Government, which would be made in another name. He (Mr. Douglas) had risen for the purpose of taking exception to the remarks of the honorable member for Rockhampton, that the debate had been an acrimonious one, and that the blame must be imputed to the honorable member for Ipswich, Mr. Macalister, whose conduct had imparted that tone to the debate. He had been particularly struck with the temperate manner in which the honorable member drew attention to the inaccuracy of the return: and he was quite sure he should not have been so temperate if, unfortunately, he had occasion to find similar fault with it. What were the facts? It was well known that on Friday last, when the return was first produced in the House, there were whisperings about, and the return was shewn here and there, and matters were pointed

out and referred to, and references were made to the honorable member, Mr. Macalister, in connection with the return;—and all those things were subsequently carried to him as tittle tattle. References had been made to certain transactions, and to certain expenses incurred, which, as they were treated, did not reflect very great credit on the honorable member. It was very natural that, under the circumstances, he should resent such underhand influences. The honorable member never objected to the return, as such, but he objected to its inaccuracies, and to the underhand influences that had been brought to bear, and the covert charges made, against him.

Mr. MACALISTER: Backbiting.

Mr. DOUGLAS: He asked the honorable member for Rockhampton whether he remembered that the statements made by the honorable member for Ipswich were matters of fact? That honorable member had hardly put it fairly, when he said the debate was an acrimonious one. Nothing could have been more jovial than the remarks of the honorable member for Western Downs, Mr. Taylor, who had kept the House in laughter for ten minutes; and the remarks of the honorable member for Fortitude Valley were of a very genial character. The honorable and learned Attorney-General was, it was true, a little excited, perhaps, in explaining his case. And, on that matter, he (Mr. Douglas) must take exception to the fact that the honorable and learned gentleman did not refer to the item of £300, figuring in his name, which he had received for compiling the Acts of Parliament. That was while he was Attorney-General, too. If he had made an explanation, the House would probably have heard that the honorable gentleman had not received much of that money. Still, it was a considerable amount; and he might as well have given the House an explanation of it, as the honorable member for Ipswich had done of a smaller item. Another gentleman, who had not been referred to yet, who was down in the return for a very large amount, was Mr. B. Cribb; yet he had been a very strong supporter of the late Government. He had been an esteemed member of the House, who held very strong and defined notions on politics. They were not the opinions which he (Mr. Douglas) professed; but he never heard any reflections on that honorable member, or an assertion made that his support was given to the Government because he received considerable contributions from them.

Mr. WALSH: Yes; I have heard it stated.

Mr. DOUGLAS: Now, came the question, whether that gentleman had received those large sums of money to secure his political friends; or, whether his friends had subsidised him to that amount? He (Mr. Douglas) utterly denied the fact. Mr. Cribb was a very considerable merchant in Ipswich,

and, in all probability, could supply numbers of articles very much cheaper than anybody else: probably he had done so to the Government; if he had not, he was in the position to do so. He (Mr. Douglas) would have been very much better satisfied, himself, if all the articles for which that gentleman's name was down had been supplied by contract. On the whole, it was better that the return had been called for. It would possibly serve as a wholesome check applied to any divergence of principle in future. He regretted that the honorable member for Rockhampton had attributed motives to the honorable member for Ipswich, Mr. Macalister; and he thought that, when the head of the Government's attention had been called to the fact that the return was incorrect, and at a time when it was not issued as an authorised document, it would have been well for him to have delayed its production and publication until those corrections were made in it that the honorable member for Ipswich had pointed out. That would have been courtesy due to the honorable gentleman lately at the head of the Government, who deserved so much, at least, from the honorable member now at the head of the Government.

The COLONIAL SECRETARY must take the part of the unfortunate document about which so much had been said. He had not heard it proved in any one instance that the return was incorrect. It appeared to him that the honorable the Auditor-General had made it up to the best of his ability from the vouchers in his office. He (the Colonial Secretary) had had the vouchers in his hands, and he had found that, from the vouchers furnished from the Works Office, it was impossible that any other return could be furnished. He had heard the honorable member for Western Downs admit that, though he did not have any benefit from certain moneys, yet they had passed through his hands. All the Auditor-General could say, was, that the money was paid into the hands of the persons whose names appeared in the return; and he (the Colonial Secretary) could not see what all the row had been got up for. Not one honorable member had said that he had not received the money put opposite his name. What could have been easier than for honorable members to have explained, if they wished, for what purposes the money had been received? The Auditor-General must go by the vouchers in his office, and, if they did not explain, he could not help it.

Mr. WALSH said he would reply to the statements that had been made with as little acrimony as possible. He thought that the speech made by the honorable member for Eastern Downs was most damaging to his political friends; it damaged the honorable member himself, in his character as a statesman, and would do him no good in any way. Yet, there was no member of the House more

capable of taking a higher position as a statesman, or so capable of endearing himself in the hearts of the people. But so long as he committed himself by the peculiar course that he followed lately, so long would he fail of attaining that position. The return was one that should have fired up the honorable member, who should have looked at it as jealously as any member of the House; he should have looked how far it implicated the Government, and how far its disclosures operated against the independence of members, individually, and the influence of the House collectively. He (Mr. Walsh) wished to exonerate his colleague, the honorable member for Ipswich, Mr. Macalister, who, he thought, seeing the irritation such a return was likely to create, was hardly open to the charge that the honorable member for Rockhampton had brought against him. The honorable member for Ipswich had conducted himself, under the circumstances, with a remarkable degree of complacency. There were other honorable members on the Opposition side, however, to whom the remarks of the honorable member for Rockhampton particularly applied, and who wished to make light of the return, and with a species of political dexterity of language, endeavored to refine away its contents, instead explaining them and disproving the damaging statements it contained. He wished it to be understood that he did not desire to refer to any one Minister as being to blame with respect to the £450 paid for land resumed; but to the whole Ministry. The explanation given by the honorable member for Drayton and Toowoomba did, to a certain extent, exonerate the honorable member for Ipswich, Mr. Macalister, in the matter.

Mr. MACALISTER: Perhaps the honorable member would explain to the House how I could overturn the award of an arbitration?

Mr. WALSH: The honorable member was well aware the award was twenty-times in excess of the value of the land. He was aware that the valuers had violated a trust reposed in them. He could have reached one of the valuers, and have called on him to explain his conduct, and he could have refused to pay the amount, and have told the applicant to appeal to a court of law and abide by the decision of a jury. He (Mr. Walsh) thought that, had not the claimant taken his seat in the House and supported the Government, the late Government would not have paid the money without resisting the demand to the utmost. With respect to the contract for coal, referred to by the honorable member for Ipswich, Dr. Challinor, he might state, so anxious was he about that transaction that he consulted his solicitor as to the correctness of the course he had taken in accepting it. He doubted whether he was right in entering into such an agreement; and when he found that he could not carry it out, no one rejoiced more than he did himself. But, had he carried it out, and had his name appeared in the return, it would have been only as one in a few.

Dr. CHALLINOR: Four.

Mr. WALSH: And, late circumstances enabled him to say that, unknown to him, friends not very far from that honorable member's door would have benefited by it—were interested as much in the coal as himself—friends who were engaged in one of the most scandalous transactions, prosecuting a poor widow, and who had stimulated him to that vile piece of scandal that he had introduced to the House. He (Mr. Walsh) would not complete that transaction about the coal—which he admitted had not occurred to him when he first addressed the House—without taking legal advice. It might have been an attempt of the Government to entangle him as a politician. But had he carried it out, and had he got nine or ten times the amount stated, he would not have been found the consistent, the willing slave of the Government. He thought he had done good service to the country in moving for the return, and in starting the debate; and he warned honorable members who had attempted to refine the matter away, that he was not done yet—that he had other returns to ask for, which would engage their attention; and, probably, when they were all complete, he would take further action.

Dr. CHALLINOR, as a matter of personal explanation, wished to state that he had no connection, either direct or indirect, with the persons on whose behalf he had asked for a select committee.

Mr. WALSH did not say the honorable member had, only that he was their tool. He begged to withdraw the motion for adjournment.

Mr. GROOM and other HONORABLE MEMBERS: No, no.

Mr. WALSH: The usual tactics. The debate was over, and he had replied.

The SPEAKER observed that the usual practice was, that when an honorable member had replied to a debate, no other honorable member spoke.

Mr. MACALISTER said there was nothing in the Standing Orders to prevent him from speaking; and as he had seen it done over and over again, he claimed to speak now. He deprecated the way in which the honorable member for Rockhampton had made observations with regard to himself; but, as it was six o'clock, he would wait till after the adjournment for dinner.

#### RIGHT OF REPLY.

The SPEAKER: As there appears to be some misapprehension with regard to the right of reply, I will read to the House the parliamentary practice on this point:—

"It is the ordinary courtesy of the House, though not the strict right, to allow a member who introduces a motion to speak a second time by way of reply. This privilege is conceded only to the mover of a distinct and original proposition, on its first introduction to the House.

\* \* \* \* \*

"The privilege of reply can only be exercised once, in answer to all the objections brought

forward against a motion. The member entitled to it should, therefore, wait before speaking until all the members opposed to his motion have spoken. If he does so, it is not customary (perhaps not in order) for other members to renew the debate. But if he speaks in reply in the course of the debate, other honorable members are not thereby precluded from speaking; and thus a member may deprive himself, to some extent, of his privilege of reply, by exercising it prematurely.

"The term 'reply' denotes the extent of the privilege; it is not that of speaking at large to the question."

But it has become the practice lately, and I do not think it is a good one, for members to reply on motions for the adjournment of the House. There are exceptional cases where replies are allowed.

"A reply has been permitted upon a substantive motion for adjournment, but is never allowed upon a motion for adjournment to supersede a question."

#### MONEYS PAID TO MEMBERS OF PARLIAMENT.

Debate resumed.

MR. MACALISTER: As he had before observed, he had but a few remarks to make on the question; but he should be sorry, after what had fallen from some honorable members, to allow it to be put to the House without offering one or two observations. He thought the honorable member for Rockhampton had gone a little out of his way when he had ascribed the debate and the asperity connected with it to anything that had been said by him (Mr. Macalister). Before the honorable member arrived at that conclusion, he thought it should have been his duty to prove to the satisfaction of the House that he (Mr. Macalister) had no right to speak at all; because all that he had said amounted only to an explanation of his own personal conduct. He affirmed then, and he still affirmed, that the return in question was a falsehood. Could he possibly have stated that it was correct, when he had clear proof that it was full of misstatements? The only excuse advanced for it was, that no better return could be furnished by the Auditor-General; but that was no reason why it should go forth as a correct and reliable document; and, he maintained, that if the Auditor-General was not in a position to furnish a correct report, the Government ought to know where to obtain one. He happened to know where a good deal of the information might be procured, and the same sources were open to the Government. Considering what he had been accused of the other night, it was impossible for him to avoid referring to the matter, especially when he knew the steps which had been taken to get that return laid on the table of the House, and the anxiety on the part of every member of the Government to make it as public as possible before he could know anything about it. Now, how was the document in question produced? Was there

any debate in reference to its production? No; the Government were too anxious to bring it in, because they thought it would have a telling effect on certain honorable members who sat on the Opposition benches. It was produced in answer to a question, and upon its production, it was moved that it be printed. He affirmed that he was perfectly justified in referring to it when he did; and, in doing so, he had used only the language of moderation. But, if he had used much stronger language, he would have been justified in the eyes of independent members. He must express his thanks to the honorable member for Rockhampton for giving his opinion on the course which he (Mr. Macalister) ought to have pursued, and although he might differ with the honorable member as to his qualification for offering that opinion, he believed it was offered in good part, and, as such, he accepted it. At the same time, he claimed for himself the right which he was willing to accord to every one else—the right of doing what he considered his duty in his own way. The honorable member for Maryborough had designated the return as a disgrace; and, he believed, he had said enough to shew that it was little better; for the mere fact that it was unreliable, made it nothing less than a disgraceful document to be laid before the House. But when the honorable member stated that he had given information to a certain member of the Government that some land at Toowoomba, belonging to a gentleman who afterwards became a member of that House, was not worth the money which was paid for it by the Government when they resumed it—

MR. WALSH explained that he did not say he had given the information to a member of the Government. He had stated that a Minister himself gave him the information.

MR. MACALISTER: That would make no alteration in what he was going to say; it was of no consequence what the honorable member or the Minister he referred to thought about the value of the land. But the honorable member might have told the House that the demand was rejected—that the Government refused to pay the sum. Of course, the only alternative open to them—that provided by the Railway Act—was adopted; they referred the matter to arbitration, and whatever was paid was paid in accordance with the clauses of that Act. The honorable member had, therefore, no right whatever to bring that forward as a charge against the Government. If there had been any corruption on the part of the arbitrators, any fraud in making the award, the Government would have been justified in taking steps to set it aside; otherwise, they had no power to alter it. A great deal had been said about members of the House making contracts with the Government, and it had very rightly been observed that, under a clause in the Constitution Act, they were

prohibited from doing so. Of course, every one was aware of that; but he was not aware that members must necessarily be required to give up their respective professions; and really, looking at some of the items in the return, he thought it would have been exceedingly difficult to get contracts for them. But, as a general rule, the Government of the day always had contracts for supplies for the Government service; and it was because he believed the articles mentioned in the return were altogether outside what was usually required for the public service, that he arrived at the conclusion that no contract was entered into for them. The honorable member also stated that he had heard a member of the Government, on one occasion, use words similar to these, "We must keep that man quiet, and give him an order." Now, what did the honorable member mean by that? Did he wish the House to believe that any member of the late Government would use language of that kind seriously and systematically, for the purpose of corruption? If language of that kind had ever been used—and the honorable member stated that he had heard it, although, at the same time, he had referred to another honorable member, who had heard nothing of the kind—he must have known that it could only have been used jocularly. It was all very well for the Government to make up charges of this character, and come down to the House and attack their predecessors; but he could assure them that the time was at hand when their own conduct as members of the Government, their own misgovernment of the colony, their own corrupt appointments, and maladministration of the land laws, would become a subject for the consideration of the House. All that he had stated with regard to the return, he would state again. The return was utterly unreliable, and he had not heard one word of contradiction of anything he had said on the previous night.

The motion for adjournment was then withdrawn.

#### THE DALBY RAILWAY CONTRACT.

Mr. GROOM moved—

That this House, at its next sitting, will resolve itself into a committee of the whole, to consider of an address to the Governor, praying that His Excellency will be pleased to cause provision to be made out of the loan vote for the construction of the Dalby Railway, for payment of the wages due to the sub-contractors and Dalby railway laborers, prior to the works being taken possession of by the Government.

When he was addressing the House on this question on a previous occasion, he had stated that the notice issued in the public papers by Mr. Hassell, paymaster of the Dalby line, had been issued on the understanding with the then Secretary for Works, Mr. Watts, that it was to be a final one. In consequence of that notice having been issued, a much larger amount had been sent in to the Secre-

tary for Works than had been expected by Mr. Bourne. He was not prepared to assert that the instructions issued by Mr. Hassell were authorised by the Government; but since the discussion in the House on this question, on a previous occasion, he had placed himself in communication with some of the leading sub-contractors, and had found that Mr. Hassell had told them that Mr. Watts had instructed him to place the advertisement in question in the *Darling Downs Gazette*; they also said that if that notice had not appeared they would not have pressed their claims so much either upon Mr. Bourne or the Government. He thought, however, that whether Mr. Hassell had been authorised or not to insert that notice, it did not affect the question; but the notice itself satisfied the men that they were perfectly justified in proceeding with their work with Mr. Bourne. The question involved in the motion arose, not before the first cancellation of Mr. Bourne's contract had taken place, but after the second arrangement had been entered into by Mr. Watts and Mr. Bourne; and after the second cancellation of the contract, the men had been employed for seven or eight weeks, and had proceeded with their work, in accordance with the instructions, most vigorously; but, up to the present time, they had not received one shilling in payment beyond the orders issued by the late police magistrate of Toowoomba, pursuant to instructions received by him from the late Secretary for Works, Mr. Douglas. In order to satisfy the House upon that point, he might state that he had received several letters from the sub-contractors under Mr. Bourne, whose goods had been taken possession of and used by the Government. [The honorable gentleman here read several letters from the sub-contractors, comprising claims for timber and material supplied for the construction of the line]. He was not prepared to say that these claims were all *bona fide*, but the Secretary for Public Works could take steps to ascertain that point. But the men had this claim upon the House—that after the first contract had been cancelled, and the second contract entered into by Mr. Watts, their labor for a period of seven or eight weeks should not have been debited to any over-draft which Mr. Bourne had received prior to the cancellation of the contract. He did not mean to say that the men had any legal claim upon the House according to the strict meaning of contract terms, but he did think they had a moral claim. They had gone to work for Mr. Bourne on the distinct understanding with the present cashier that payment of the amount due for their labor on the line, whatever it was, would be guaranteed by the Government. That statement, he believed, could not be denied. On the faith of that promise, the men had gone to work, and had performed their duty in a most satisfactory manner. The sub-contractors had gone to a

very heavy expense: they had employed sixty or seventy laborers, and sent them out to the Bunya Bunya Mountains, some fifty miles distant, to get timber for the line; and when the second cancellation of the contract took place, the engineers, or person employed by the Government to take possession of the line, seized the whole of this material. He did not think the House would allow these men to incur all this expense and loss without giving them some guarantee that they should be paid for it. He found that the late Minister for Public Works, Mr. Watts, gave instructions—this was after the second cancellation of the contract—that a certain sum of money should be paid to the men on account of their wages, and stated that whatever claims they had against the Government should be taken into consideration afterwards. He held in his hand one of the orders issued under the sanction of Mr. Watts. It was one of twenty-five similar documents, which, he was informed—he spoke under correction—the present Minister for Works had refused to pay. It was as follows:—

“Toowoomba, 9th May, 1867.

“To J. C. White, Esquire, J.P.

“Please give John Hamilton rations or order to the value of two pounds sterling. I will charge him with the amount.

“WILLIAM DUFFY.”

The orders were countersigned by Mr. White, and were to receive money on account of Mr. Bourne. This man, John Hamilton, had never done a single day's work on the Dalby line, and was not entitled to one shilling, but it appeared that Mr. J. C. White had been ready to give an order to any one who asked him. When he last addressed the House, he had mentioned that forty summonses had been taken out against Mr. Bourne in one day, and that costs of £3 3s. in each case were given against him by the presiding magistrate at Dalby. He would read a letter from the attorney for the plaintiff on that subject:—

“Toowoomba, November 5, 1867.

“*SIR*,—As the debate on the motion made by you in the House on the 31st ultimo was adjourned, will you permit me to correct an error into which you have fallen? In adjudicating on the summonses issued at Toowoomba against Mr. Bourne under the Masters and Servants Act, the costs awarded by the Police Magistrate were one guinea in each case, and not three guineas. The magistrate declined to award the usual Police Court costs of two guineas, on account of the large number of summonses, which caused him to consider one guinea sufficient under the circumstances.

“In the correctness of this I beg to refer you to the deposition book of the court, in which you will find that the amount of costs allowed is entered in each case.

“There can be no doubt that the effect of the action of the Government with reference to the Dalby contract has been to inflict great and undeserved hardship upon an industrious body

of men, who behaved most temperately and patiently under very trying circumstances; and for this reason I most sincerely desire to see your motion carried.

“I am, &c.,

“J. WICKKEY STABLE.

“Mr. W. H. Groom, M.L.A.”

In reply to that statement, he could only say that, on reference to the pay sheet for the Dalby extension line, he found that the amount of wages sued for on that occasion, when the forty summonses were taken out, amounted to £243 13s. 9d., and the amount of attorney's costs came to £125, all of which Mr. Bourne had to pay. Warrants were also taken out for his apprehension; he was almost surrounded by police in his own house, and finally taken to the lock-up; and it was not until all these amounts had been paid that he was released. How far that agreed with Mr. Stable's letter he would leave honorable members to judge by a reference to the papers he had produced. As a proof of the persecution to which Mr. Bourne had been subjected, he could state that within the last few days he might mention that that gentleman was summoned at Toowoomba for £23. He did not put in an appearance, and the judgment went against him by default. The plaintiff in the case called upon Mr. Stable and asked him when it was likely he could get the amount, as he wished to be off to the Maryborough diggings. He received an answer from Mr. Stable to the effect that Mr. Bourne would be in the Insolvent Court in five or six days, and that it would be five or six months before he would be able to get his money. Mr. Stable went on to ask the man what he would take for his claim, and offered him £5 for it, which the man accepted; and, on Mr. Stable's distinct representation that Mr. Bourne would be soon in the Insolvent Court, and wishing to get off to the diggings, the man assigned the judgment to Mr. Stable. The latter thereupon got a warrant against Mr. Bourne on the judgment, had him arrested, and lodged in the Brisbane Gaol. On the day the whole amount was paid to Mr. Stable, the man arrived in Brisbane, and it was not till Mr. Bourne had seen him, and reproached him with his cruelty, that he was made aware of the facts of the case. He (Mr. Groom) produced the man's affidavit in support of his statement, to shew that Mr. Bourne, up to the present time, was not free from the persecution he had been made to suffer. It was very hard for any contractor to be obliged to submit to such annoyance. It was not only hard, but it was unjust, and he was quite sure no member of the House would attempt to justify such conduct, and that no member of the legal profession would uphold it. The honorable Secretary for Public Works would remember that, in the answer furnished by the Government to a question put by the honorable member for North Brisbane, Dr. O'Do-

herty, the other day, the discrepancies in the accounts of Mr. Fitzgibbon and Mr. Bourne were attributed to the effect of the disintegration of the ballast on the line and the depreciation in the value of the sleepers placed there by Mr. Bourne. Now, up to the month of January, 1866, Mr. Bourne was only depositing on the line in accordance with his instructions some 1,100 or 1,200 sleepers per month; but, in consequence of a letter from the Minister for Lands and Works to Mr. Bourne, the rate was increased. In January, 5,379 were supplied; in February, 8,575; in March, 13,439; in April, 16,785; and in May, the maximum number, 19,795. In June, the unfortunate intelligence of the financial crisis was received, and Mr. Bourne, in common with the other railway contractors, was ordered to curtail his operations. He (Mr. Groom) believed that the discrepancy arose from the increase in the number of sleepers supplied. He might mention that material which had been condemned by Mr. Fitzgibbon's engineer, had been pronounced good by the present engineer, and used on the works, although not a shilling had been paid for it. He thought, under all the circumstances, that the men whose case he had brought under the notice of the House, were entitled to some consideration from the Government and the House. They had worked for some seven or eight weeks on the line under the assurance that the Government would see that their wages would be paid. And he had shewn by documentary evidence that the sub-contractors had provided material for the line which had cost hundreds, if not thousands, of pounds, and that material had been made use of afterwards of the Government. He would go further, and say that material, which had been condemned by the late Engineer-in-Chief as utterly unworthy, had been used by the present engineer in the construction of the line and worked up as good material, although the men had not been paid one shilling for it. Taking all the circumstances into consideration, and looking to the fact that a second contract was entered into by the Government with Mr. Bourne, and that the men had a distinct guarantee that their wages should be paid, he submitted that it was unfair to debit the amount to any overdraft which Mr. Bourne might have had prior to that. He should leave the matter in the hands of the House, and would merely observe that the men had been in the greatest distress—nearly starving, in fact, and had behaved with great moderation, and had done their work cheerfully and well. And if they had not a legal claim, he felt sure honorable members would admit that they had a strong equitable claim upon the consideration of the House.

The COLONIAL SECRETARY said he must repeat what he said on a previous occasion, when he asked the honorable member for

Drayton and Toowoomba to postpone the motion, that the question was one which he would wish to have discussed in a fuller House. He regretted exceedingly to find that honorable members did not seem to agree with him in the importance that attached to this matter, or to look upon it in the same light as he did. He should be anxious to have the question discussed in a full House, as he believed that it deserved the attention of the House to a greater extent than had hitherto been given to it. He had no doubt whatever, in his mind, that the men employed on the Dalby line, under Mr. Bourne's contract, had been very harshly treated; and he must do them the justice to say, that no set of men, under the circumstances, could have behaved better than they did. But their case was a matter with which he, as a member of this Government, had comparatively little to do, except to do such justice to the men as it lay in his power to do. The House must be aware that all those claims arose while the late Government were in office. He had studied them a good deal, and he thought the persons referred to had great claims upon the consideration of the House and the country. He believed the men had been misled, to a certain extent, by an advertisement which appeared in a local paper, signed by Mr. Hassell, as the agent of the Government—a man who, no doubt, was sent up as the representative of the Government. At the same time, he believed that, so far as Mr. Bourne was concerned, the late Government not only paid that gentleman everything that he was entitled to, but a great deal more than he had the slightest claim to. The honorable member for the Eastern Downs, the late Minister for Works, would, no doubt, address the House on the subject, and explain to the House how the contract came to be forfeited a second time. When Mr. Bourne was called upon to state the amount of the claims against him—what he owed to parties having claims upon him under the Dalby contract—he said it was £2,800. He said that if that amount was paid to him, it would cover all the claims that were against him. That was what he stated when he was allowed to take up the contract a second time. He was paid that amount, and therefore he thought the House would see that the late Government had carried out their part of the contract with him to the fullest extent. But, besides that, he was allowed to draw the whole of the retention money, that should have remained in the hands of the Government. That was done before the late Minister for Works came into office, and therefore he had nothing to do with it. Mr. Bourne, therefore, so far from having any cause of complaint, had been treated with more than justice. But the men who went to work under the belief that the Government had taken the railway into their own hands, and that their wages would be paid by the Government, had considerable claims upon the

House and upon the country ; and he should be happy if it could be shewn to him that, in so far as money coming into the hands of the Government under the contract would allow him, he could legally meet their claims. When he took office, he was met by a deputation of the men on his first visit to Toowoomba ; and he gave them advice on that occasion, which he was sorry to find they had not adopted. He advised them to prove their claims against Mr. Bourne ; and that was what they could easily have done without being involved in expenditure or law costs, in the way spoken of by the honorable member for Toowoomba. He had sat on the bench for a considerable time, and had given decisions in a good many cases, and he knew that he would never have given costs in such cases, except the very lowest costs of court. If a resolution of the House would assist him in any way in meeting the claims of the men, he should be happy to do it. He might state, that it was only within the last two days that he had been able to ascertain from the engineers on the line the quantity of work that was done by Mr. Bourne after he resumed the contract. Speaking from memory, for he had not the figures with him, it amounted in value to about £2,500. Up to that amount he considered the laborers and sub-contractors had a good claim upon the country, and the Government for payment of the amounts due to them, though he believed they had no legal claim whatever. The difficulty that presented itself to him was, how the claims were to be met. He did not see how the Government were to act in the matter. Mr. Bourne had been already overpaid ; and he did not see how the Government would be justified in paying the claims, even if they were proved. If the House could put him in the position of paying them, he should be happy to do it. With respect to the assertion that the timber of Oaky Creek Bridge had been taken possession of by the engineer of the present Ministry, he could only say, that the whole of the timber and plant was taken possession of before the present Government came into office ; but, under the terms of the contract, there could be no doubt that the engineer, no matter what Ministry was in office, had a perfect right, under the circumstances, to take possession of the plant and material on the line. The Government had nothing to do with the sub-contractors, but had alone to do with the gentleman who entered into the contract with them for the work. He had reports from the engineer to say that the timber was taken possession of, and that the sub-contractors never were paid for it. That was a very hard matter ; but there could be no doubt as to the legality of it. With respect to the orders mentioned by the honorable member for Drayton and Toowoomba, he had no recollection of them whatever ; and he did not think that if they had come before him he would have forgotten them ; but he

should have been very careful as to how he had paid them if they had come before him. He had explained, in answer to the question put to him by the honorable member for North Brisbane, Dr. O'Doherty, the cause of the difference between the vouchers sent in by the late Engineer-in-Chief. There was a very considerable reduction, and it seemed a very strange thing to him that there should be such a reduction ; but the only information he had been able to get of the matter was that which he had given to the House in answering the question that was put to him—that the sleepers had been very much injured by exposure to the weather from the time they were placed upon the ground, and that a great deal of the ballasting material had been disintegrated from the same cause. A difference of £600 worth of work in the measurement had occurred in that way. Of course, he could only give to the House the information he received from the officers on the line, and he believed the officers would give the real state of the case, so far as they knew it. He had only to reiterate that he believed the men who were employed on the line had a strong moral claim upon the Government, for payment of the work done by them after the resumption of the contract ; but he did not know how such claims could be met legally. He should be delighted if it could be shewn to him how it could be done. He had been told that a great deal of trafficking had taken place in the claims of the men against Mr. Bourne. Now, as Secretary for Public Works, he would use his utmost influence to prevent those claims being met in which there had been any trafficking.

Mr. H. THORN said he intended to support the motion. At the time the contract was first taken out of the hands of Mr. Bourne, the men went to work on the understanding that they were to be under the supervision of Mr. Bourne only, and that the Government were to be their paymasters. But after seven weeks' work, they were met with a refusal to pay their wages, on the ground that the Government were not responsible for Mr. Bourne's contract. The consequence was that many men with families were left in a state of destitution, and had to be supported by the people of the towns of Dalby and Toowoomba. He knew that as a fact. He considered that justice had not been done to the men, especially as they were told before resuming work that they would be paid by the Government. He considered it was the duty of the House to authorise the payment to those men of every shilling that was due to them. It had been said by the honorable member for Drayton and Toowoomba that he was not sure the workmen had any legal claim on the Government. Now, he maintained that they had a legal claim, for Mr. Hassell told them that they would be paid by the Government, and it was upon that assurance the men resumed work. He

knew that to be the case, and therefore he considered that the Government should be authorised to pay the men every shilling that was due to them. He would therefore support the motion.

Mr. DOUGLAS said he fully agreed with the honorable the Colonial Secretary, as Secretary for Public Works, as to the claims only that should be entertained. He was strongly opposed to the recognition of any claims that might be put forward by persons who had trafficked in them. He knew that a considerable number of those claims had been bought up, and he considered that it would be highly impolitic that they should be recognised; though he believed it would be desirable to stretch a point, if possible, to recognise the *bond fide* claims of those who had performed some work on the Dalby line, which they could prove they had performed, and which they had not been paid for. It would be desirable to recognise the claims of those men; but while he said that much, he must take exception to some propositions that had been advanced in their favor. The men must have known that when they performed the work, they did so at their own risk, and for Mr. Bourne—not for the Government. It had been asserted that, because of some notification that had appeared in a local newspaper, the men were led to believe that the Government would be responsible for the payment of their wages. No doubt the men so believed that the Government were responsible; but were they justified in so believing? He believed they were induced to entertain that belief from the fact that previous claims, which were long overdue, had been paid by the Government; and they considered that claims that might arise in future would also be paid by the Government. But there was no agreement between the Government and those men. The only agreement the Government had was with Mr. Bourne. The men had previously been kept out of their wages for several months; and payments of those claims to the amount of £2,800 were made by the Government on account of Mr. Bourne; and therefore the men considered that all future payments would be met by the Government. But, in that they were mistaken. The Government only engaged to pay the money that had become due. The Government simply affirmed that they were prepared to pay what had been expended on the line, and by which they would be benefited. The circumstances under which he had to deal with this matter were these: Being in office and finding that an agreement had been entered into, he had to give authority for the payment of £2,800 for the work that had then been performed. Some works lapsed, but he considered that at the end of the month he would receive a certificate from the Engineer-in-Chief for the work performed, and that the value of such work would bear some proportion to the amount

in the pay-sheets that would come in at the end of the month; and that, unless it did bear such proportion, he would not be justified in making any further payments to Mr. Bourne. Now, towards the end of the month large pay-sheets came in, involving payments to the amount of between £2,000 and £3,000; and he had to consider if he would be justified in making those payments. He then had to have recourse to the Engineer-in-Chief for information to guide him, but all the satisfaction he could receive from that gentleman was a certificate shewing work actually done and completed to the amount of £451. It was urged, on the part of Mr. Bourne, that that was not a correct certificate; and, on the other hand, it was urged by the Engineer-in-Chief and his officers that it was correct, and that the work done on the line was not in excess of that amount. Now, he believed that the Engineer-in-Chief was right. He believed that a considerable amount of work besides had been done in the way of procuring timber for bridges, but that was work that was not visible on the line, though it was none the less value received. The engineer, however, could not take notice of such work till it was in a form available for the railway, and therefore he could not give a certificate for it, as it was not apparent at the time. Now, granting that such was the case, it would be seen that the unfortunate position in which the Government was placed with regard to Mr. Bourne was this: that Mr. Bourne really was not in a solvent position. If he had been in a solvent position then, under the agreement he had with the Government, he would have been able to obtain an advance from some bank, or some person who made advances in such cases, to enable him to carry on his contract. But, the Government could only pay Mr. Bourne for work actually performed. It might be that a great deal of work had been done that did not actually appear; but the Government could not pay Mr. Bourne for that. Now, if Mr. Bourne had been an efficient contractor for the purposes of the Government, he would have been in a position to obtain credit to enable him to carry on the works. He, indeed, pointed that out to Mr. Bourne. He asked that gentleman how he could expect him to go on with him under the agreement, when it appeared that he could not obtain the aid of credit to carry on the work; and pointed out to him that, if his credit was worth anything, it should have made his agreement with the Government worth many thousands. He assured Mr. Bourne that the Government recognised his claim, and were prepared to carry him on to as full an extent as it was possible for them to do; and he pointed out to him that his difficulty was not with the Government, but that his difficulty was that he could not raise money to pay his men. The Government, he told him, were willing to pay him for all the work they could see to be done; but, for the work

they could not see, they could not pay him. Now, under those circumstances, he felt that, if Mr. Bourne could not find credit to enable him to carry on his operations, he had no choice left him, as representing the Government in the matter, but to terminate the contract. What would have been his position if he had paid the men their wages? If he had done so, he would have done so not only in violation of the certificates that were before him, but also with a full knowledge of the fact that all sums of money accrued due to Mr. Bourne had been absorbed, and that there was not a shilling coming to him—that there was not even a sixpence of the retention money remaining. While on that point, he would reply to the statement made by the honorable member for Drayton and Toowoomba, to the effect that there really was a certain amount of money in the hands of the Government which Mr. Bourne claimed as being due to him. In illustration of that assertion, the honorable member stated that the Engineer-in-Chief, Mr. Fitzgibbon, sent in certificates of work performed, between which there was a very great discrepancy—that, in the one instance, the certificate shewed there was a large amount due to Mr. Bourne, and, in the other, a less amount by £3,500. Well, admitting that to have been the case, and taking all they could from Mr. Bourne's account, and giving him credit for £3,500, even then his retention money would have been considerably overdrawn. There would have been £3,000 or £4,000 remaining, whereas there should have been £8,000, under any circumstances.

Mr. GROOM: Whose fault was that?

Mr. DOUGLAS: It was Mr. Bourne's fault; for he had overdrawn his account. When he took office, he had to deal with matters as he found them; and he found that, under the most favorable circumstances, there was not sufficient retention money in the hands of the Government—that, under the least favorable circumstances to Mr. Bourne, the whole of the retention money was gone. Now, he could not go on paying money under those circumstances; and, he would ask, what was the use of a contract at all unless the Government were to retain some portion of the money in their hands, as a pledge for the fulfilment of the contract.

Mr. WALSH: Why did they not do so?

Mr. DOUGLAS: Because they displayed too much leniency towards Mr. Bourne, from a desire to assist, as far as possible, in tiding him over his difficulties. The Government considered, from previous experience, that he was a good contractor; and they recognised the fact that he had got into difficulties through his connection, as a contractor, with the municipality of Brisbane; and through the financial difficulties that every one experienced in a greater or less degree at the time. Considering, then, that he had in the earlier part of his contract exe-

cuted his work thoroughly and well, and seeing that he had pressing difficulties to contend with, the Government stretched a point in his favor and allowed him to go beyond the length of his tether. But, because they had done so, it was no reason why they should do so still further. Because they had been lenient with him was no reason why they should go on and be too lenient. Those were the circumstances that induced him to address a memorandum to the Engineer-in-Chief on the subject. The memorandum was as follows:—

“Department of Public Works,  
“Brisbane, 27th June, 1867.

“MEMORANDUM.

“The Secretary for Public Works would invite the opinion of the Chief Engineer upon the present position of the Dalby Railway works, and the probable prospect of their being conducted to completion to the satisfaction of the Government by Mr. John Bourne.

“The questions to be considered may be briefly stated thus:—

“1st. Are the works being entered upon and carried out with satisfactory progress at present?

“2nd. Are the arrangements made by the contractor likely to ensure a successful prosecution of the works, and of their completion within a reasonable period from the date of the renewal of the contract on 3rd May, 1867.

“J. DOUGLAS,

“Secretary for Public Works.

“A. Fitzgibbon, Esquire, Chief Engineer,  
S. and W. Railway, Ipswich.”

In reply to that, he received a notification in the negative. As to the grounds of that opinion, he had nothing to do. The Chief Engineer gave him that opinion. But, apart from that, he had to judge also of Mr. Bourne's position at the time to carry on the works, and so he looked at the pay-sheets that came in. The pay-sheets that were sent in at the end of the month represented work done to the amount of £2,500; but he had authority from the Engineer-in-Chief to pay only £500 of that amount. Now, under those circumstances, what was his choice? He felt he had only one course of procedure. He could not pay the £500. Mr. Bourne wished to receive a portion of the £2,500, but he felt that if he paid a portion of it, he should pay it all; and by doing that, matters would only have got deeper into the mire, and there would have been no guarantee left in the hands of the Government for the performance of the work. Such being the case, he had no hesitation in terminating the contract and serving Mr. Bourne with notice to that effect. He now wished to advert to the manner in which Mr. Bourne was treated by Mr. Watts, while that gentleman held the office of Secretary for Public Works. It had been asserted that Mr. Watts treated Mr. Bourne harshly, but such was not the case; and for proof of that he would refer honorable members to papers that were on

the table of the House, entitled "Papers relating to certain Disputed Matters arising out of the contract for the Dalby Railway, and to the Cancellation of such contract by the Government." As he had already stated, at the commencement Mr. Bourne did his work very fairly, but latterly he got embarrassed and had not the power to carry on the work, nor could he receive any pecuniary assistance to enable him to do so; but he got every chance from Mr. Watts. The honorable member for Drayton and Toowoomba had stated that there was a difference between the Engineer-in-Chief and Mr. Bourne as to the measurements; but Mr. Watts was determined to give Mr. Bourne every chance in the matter, and he did so. In a letter from the Commissioner for Railways to the Chief Engineer, dated the 8th March, 1867, there was the following paragraph:—

"The question as to the contractor waiving any power to charge for extra work at the Toowoomba station ground has been sent for the opinion of the Railway Conveyancer and the Attorney-General, and a copy of their opinion is enclosed. The question thus renders itself into one of measurement, and I have, therefore, requested Mr. Bourne to appoint some gentleman competent to act for him and go through the measurements in conjunction with your Resident Engineer or any one you may appoint. I have, therefore, to request that you will be good enough to see this done and send the result to this office."

Now that, he thought, would be admitted to be a very fair offer. If Mr. Bourne had been willing to consent to that, and to appoint some person to measure the work with the Government engineer, the question might have been met. But he wished now to call attention to a subsequent letter dated the 26th of March, and which was written by the Under Secretary for Railways to Mr. Bourne. In that letter the following paragraph occurred:—

"The Secretary for Works, I am to observe, is not aware that losses have accrued to you through any action of the Government or its officers; and I am to remind you that, on the 8th March, you were invited to appoint a person to go into the question of these measurements with the resident engineer."

Still Mr. Bourne never appointed any one to go into those measurements; and yet, in spite of all that, the proposition made by Mr. Bourne was accepted by the Government—that was, that the Government were to make payments and advances to him. In spite of all that, an agreement on the most favorable footing was entered into with Mr. Bourne on Mr. Watts' advice. That agreement was entered into by Mr. Watts, and was submitted to the other members of the Ministry, and accepted by them on the advice of Mr. Watts. In a letter dated the 24th of March, there was this paragraph:—

"Mr. Brady's report, which has been in your office some time, speaks of the works as having

been performed in a satisfactory manner. The difference between myself and Mr. Fitzgibbon, is one arising out of, and which must ultimately be based upon, measure and value, and as a measurement of the work will require some five or six weeks, I beg now respectfully to propose that the Government should place at my disposal funds sufficient to meet the claims for wages, and the law expenses which the enforcement of these claims has involved upon me. To meet these, the sum of two thousand pounds will be requisite, and should you comply with my suggestions, I shall be prepared without prejudice to dismiss all the men on the works, and to allow the contract to remain for the present stationary."

Without entering into such a lengthened explanation as might be necessary to a full understanding of the whole matter, he might state that the result was that a fresh agreement was entered into. In the first place, Mr. Bourne failing to appoint a person to measure up with the Engineer-in-Chief, Mr. Watts felt it necessary to cancel the contract; but a fresh agreement was entered into such as he now described, and such as had been described by the honorable member for Drayton and Toowoomba. Under all the circumstances, he considered that Mr. Bourne had been well treated by the Government. He regretted to see that Mr. Bourne was in the position he was in; but his being in such a position was not attributable to the Government, but to his becoming involved with the municipality of Brisbane. Mr. Bourne still failed to obtain the small amount of credit that would have been necessary to carry him through; and failing in that, the Government had no choice but to terminate the contract absolutely. Now, with regard to the payment of those men, the honorable the Secretary for Works might find a difficulty of distinguishing between the claims that might be paid and those that should not; but he would also have to consider whether or not he would be justified in paying the sub-contractors unless he had a guarantee from them that they would pay their men. That was a practical difficulty that must be met as best it could; but it was a difficulty that would have to be considered. The honorable the Colonial Secretary and Secretary for Works knew the amount of work that had been performed on the Dalby line, no doubt; but, as he understood, Mr. Brady had paid for all the work put into the line after he took charge, and paid for it, too, on the spot. Now, the Government would have to guard against paying for the work a second time; and, no doubt, the Government would take care not to do that. But, after all, the real difficulty was one as to whether they could legally pay those claims. The men had an equitable claim on the charity of the House, but they had nothing else. They had not the vestige of a legal claim. The legal claim they had was wholly against Mr. Bourne. They had found for many months that Mr. Bourne was not able to pay them regularly, and they were delighted with the

expectation that the Government was to pay on account of Mr. Bourne, and for the future they thought they would be paid by the Government. He might further state, that in the course of some negotiations he had with Mr. Bourne, he expressed his willingness, after having ascertained the exact state of the works, and having ascertained the proper measurements along the line, if it appeared that Mr. Bourne had been unfairly treated—if it appeared that the line could be constructed within the amount of Mr. Bourne's contract—he expressed the opinion that, in that case, the Government would be justified in considering whether Mr. Bourne should not receive some consideration at their hands. But he did not commit himself to any definite opinion on the point. He only expressed an opinion that, after the measurements were completed, the Government might consider the subject. The Government had no wish to press him, and no desire to refrain from paying for the work performed, if it was proved that the work had been performed. The railway was not yet completed, and so he presumed the measurements had not yet been completed, and that the Government was not prepared to say finally if there was any balance that could be paid to Mr. Bourne. Since the time the Government took the work into their own hands, the men had been in constant employment, and in the receipt of good wages, which had been paid to them regularly. He had not heard of any discontent being expressed by the men since that time, though there was a good deal of discontent amongst the men along the Dalby line during the period of inaction; and he doubted if the difficulty of non-payment would be very seriously felt now. If it was a matter of justice that the men should be paid they must be paid, but they had no legal claim upon the Government. If they had any claim, it was, in the first instance, against Mr. Bourne. If the men proved their claims against him, and if it was proved that there was anything coming to Mr. Bourne, the Government might, out of such sum, pay the men, and that was the only way he thought they could meet the claims.

Dr. O'DOHERTY said he rose earlier in this discussion to give expression to his views on this matter—earlier than he usually did, as he was always anxious to hear the opinions of older and more experienced members before he gave his own; but, on this occasion, he broke through the rule, as he was the first to bring the matter before the House by a question he put to the honorable the Minister for Public Works on the subject; and because he had been induced to study the papers that had been laid on the table of the House with great care, and otherwise to make himself familiar with the particulars of the matter now under discussion. Having come to form a very strong opinion that there had been a great amount of injustice

dealt out to those men, the question of whose pay was now under discussion, and not merely to them, but to the contractor for the Dalby Railway, he was induced to get up earlier than usual to give expression to his views upon it. He got up with great pleasure, especially because of the declaration he had heard from the present honorable Minister for Works, and from the late Minister for Works, the honorable member for the Eastern Downs. The present Minister for Works had stated that, with regard to the payment of those men, he considered the men had a fair claim on the Government; and that so far as his vote went, he would be disposed, if the House could shew him the way, to meet their claims. Now, that was all, he thought, that Mr. Bourne, or any friend of his, or any member of the House, could expect. He was well pleased to hear the declaration that was made by the honorable member for the Eastern Downs, to the effect that the only way he considered the claims could be fairly paid, was by ascertaining precisely what was due to Mr. Bourne, the contractor. Now, he had reason to know that that was precisely the question Mr. Bourne had been endeavoring to put to the Government, with the view of getting a satisfactory solution of the difficulty, for months past, and he had never had a chance of getting at a true result. He believed he was correct in saying that the cause of the difficulty between Mr. Bourne and the Government, had not arisen from any ill-treatment Mr. Bourne had received at the hands of the Minister for Works during the last year. Mr. Bourne stated that he had received nothing but kindness from the different Governments. The difficulty, he understood, had arisen from two causes; and, first, from the original contract that was entered into by him with the Government, which had resulted in disadvantage to him, not containing a clause providing for an arbitration, in the case of a difference between him and the Government, or the engineer appointed by the Government to superintend the works. Now that, he believed, was the first origin of the difficulty, and the main cause of it. He believed, from reading the papers, that if Mr. Bourne had provided himself with a clause for arbitration in the case of dispute, as the other contractors had done, there would have been no difficulty whatever. The second cause that had given rise to the difference between Mr. Bourne and the Government, was the one which had given rise to so many difficulties during the past year—and that was nothing else but the great commercial crisis. Any one who read the correspondence carefully, would be struck with the fact that, for twelve months or more after Mr. Bourne took up the contract, there was not a word of complaint as to the way in which he carried on the work. On the contrary, all the correspondence was, in the highest degree, favorable

to him, and the work extended to the value of £30,000 or £40,000. One of the last letters in reference to Mr. Bourne's contract, before the commercial crisis occurred, shewed, beyond all doubt, that if nothing occurred to interrupt the progress of the work, the railway would have been opened under his direction, without doubt, at the end of last year. Just before the crisis came upon him, as the honorable member for Drayton and Toowoomba had explained, Mr. Bourne had a conversation with the honorable the Premier of the day, Mr. Macalister; and after that conversation it was arranged that Mr. Bourne should put on an additional number of men, and go to a vastly increased expense, to hurry on the works, and complete them by a particular time, as the Government were anxious to have the Dalby line completed by the time the railway to Toowoomba would be completed, as it was hoped by that means to have the railway to Dalby opened right through. A conversation took place between the honorable the Premier of the day and Mr. Bourne on the subject, and the result was as stated in letters from Mr. Herbert to the contractor, and from the contractor to Mr. Herbert. Mr. Bourne was induced to put on additional men, and that at increased prices; because, as soon as it was known that the work was to be done in such a hurry, every laborer demanded an increase of wages; and Mr. Bourne shewed, by figures which he produced, that, for five or six months before the commercial crisis occurred, his expenditure in the matter of wages increased very largely—that it was, in fact, double or treble each month what it was formerly. Well, the crisis came, and the Government then felt itself in a difficulty to carry on the contract, as they had not the money; and the first resolve that they came to was to reduce the expenditure to £4,000 a month. That order was sent to the Engineer-in-Chief, and was communicated by him to Mr. Bourne. But what position did Mr. Bourne then find himself in? He had entered into large contracts with sub-contractors for the supply of materials. He had large masses of sleepers and ballast brought together upon the line, the particulars of which would be found in the papers that had been laid upon the table of the House. Mr. Bourne insisted that he had not been paid for those—and he had not been paid for them to the present day. At that very critical moment it was that the resolution was come to, ordering that the expenditure should be reduced to £4,000 a month. At that period Mr. Bourne insisted that he was met in anything but a spirit of fair-play by the Engineer-in-Chief, Mr. Fitzgibbon, and the other engineers who were working with him. It was not his place in the House to enter into the particulars of the matter; but he thought that if it could be clearly shewn that Mr. Bourne had made those complaints—and he insisted such was the case—that he had not been fairly treated by the Engineer-

in-Chief, and if Mr. Fitzgibbon had not shewn that accuracy in his returns that was to have been expected,—

Mr. DOUGLAS: He did not say that Mr. Bourne had been guilty of inaccuracy. He did not think that Mr. Fitzgibbon had said that; but he said that, at the time Mr. Bourne sent in his returns, they were for a larger amount of work than had been performed at the time.

Dr. O'DOHERTY: The statement he would use was, that while the Engineer-in-Chief certified that during the time of the second contract work to the amount of £415 had been performed on the line, it was proved that work to the amount of between £2,000 and £3,000 had actually been performed by Mr. Bourne. The honorable member for the Eastern Downs stated that that was not the fault of Mr. Fitzgibbon in sending in those returns; but when honorable members came to study the case of the Government as against Mr. Bourne, he thought it would be only fair that they should view it in the light in which he now put it—that whilst absolutely, according to the certificates sent in, and by which the Government could alone be guided, there seemed to be £415 worth of work performed, Mr. Bourne had been put to an expense of £2,500 odd up to the same time. Now, a case of that kind alone should convince honorable members that in a contract of this kind, in which Mr. Bourne was wholly at the mercy of the Government, and of the Engineer-in-Chief, or other engineers employed by the Government, the House, when appealed to by Mr. Bourne, and the men who were employed under him, should step forward and see that justice was done to them. He was not anxious to detain the House by entering into minute particulars of the contract, but in reading over the correspondence it occurred to him that a strong case had been made out in favor of Mr. Bourne. As it appeared to him, Mr. Bourne had been treated unjustly throughout the whole of the proceedings; and as it appeared there was no legal appeal by which he could ask for justice, he thought it was but the duty of the House, if there had been any injustice perpetrated, to see that justice should be done to Mr. Bourne. He was gratified to hear that the honorable the Colonial Secretary, as Minister for Works, was prepared to deal justly to those men who had been employed, if it could be shewn to him how he could pay them; but he must say that, for his part, he did not see that the case of the men could be separated from that of Mr. Bourne. He believed they were thoroughly identified, and that the same law that would grant justice to the men would grant justice to Mr. Bourne. The only way they could distinguish what was due to the men was by granting what Mr. Bourne had asked for—and that was a fair arbitration. Mr. Bourne stated, that by measurements of the work done he was prepared to shew

that he had not been paid by the sum of £14,000 of the sum due to him. If that was true, or if it was near the fact, it was clear the House should not be called upon to pay any of the sums Mr. Bourne owed to his sub-contractors or his laborers. The only way the House could come to a just determination in the matter was, instead of doing justice to the men only, to do justice to Mr. Bourne, and let him do justice to the men whom he had employed.

The COLONIAL SECRETARY said he desired most carefully to guard himself from being understood as meaning in any way to recognise the claims of Mr. Bourne against the Government. He had only said that, as a matter of equity or charity to the men, who were sadly disappointed by Mr. Bourne, and who must have had expectations raised in their minds by the advertisement that appeared in the paper, their claims would be paid by the Government. If the House could shew to him how justice could be done to those men, he would be happy to listen to any instruction in the matter, and to carry it out. He had not, in all that had been said, heard any attempt to shew how the claims could be paid; and no resolution of the House would do it. He must again protect himself against any attempt to drag into this matter the claims of Mr. Bourne for arbitration, or for payment of moneys that gentleman alleged to be due to him by the Government.

Dr. CHALLINOR said he felt confident that Mr. Bourne had had more than justice dealt out to him by the late Government. Certainly, there was a report abroad that something more than Mr. Bourne's influence had been brought to bear on the Government in his favor as a contractor. Those who had read the papers which had been laid on the table, would see at once what reliance could be placed on Mr. Bourne, because he had distinctly stated that £2,800 would cover all his liabilities; and yet, before any subsequent work was performed by him, information was received by the Government that £2,800 would not do it.

Mr. GROOM, as a matter of explanation, desired to state that Mr. Bourne had given the Government certain figures which represented the amount which he was liable for; but the advertisement, as it appeared in the *Darling Downs Gazette*, called for "all claims," and made no distinction whatever. The consequence was, that persons who had contracts for bridges, &c., and who had done £30 worth of work, came in for claims in full of their contracts, and got £300. Mr. Watts, when such claims came in, was perfectly astounded. If that advertisement had not been put forward by an ignoramus, who, having failed in his own business, must fail in that of the Government; if it had been worded properly; all the claims on Mr. Bourne would have been £2,000, instead of £6,000, which was paid for contracts entered

into with Mr. Bourne, and not for work done on his account.

Dr. CHALLINOR repeated, that Mr. Bourne had stated positively that the amount of the claims on him was only £2,800; and the evidence was in his own writing:—

"Town Hall,

"Brisbane, 7th May, 1867.

"SIR—In reply to your letter of this day's date, referring to the office of cashier being placed under offer to Mr. Hassell, I have the honor to state that I make no objection to Mr. Hassell's appointment to the office of cashier. The position is one of trust and responsibility; and I leave to the Government the question of whether Mr. Hassell should or should not find sureties.

"The sum required to pay off all outstanding claims will be two thousand eight hundred pounds (£2,800).

"I have, &c.,

"A. O. Herbert, Esquire." "JOHN BOURNE.

And, that amount was given to Mr. Hassell when he went up to Toowoomba. He met Mr. Edwards, Mr. Bourne's agent, whereupon he wrote:—

"I am requested by Mr. Edwards to state that the sum of £2,800 will not be enough to satisfy all the claims. He has only just got his measurements down from Dalby, and says he will let either Mr. Bourne or myself know the amount. From what I can gather, I hardly think the remittance of £2,800 will cover the Toowoomba claims. Please advise me with regard to this, also."

And, further, Mr. Hassell wrote, under date 18th May:—

"I have just received a letter from Mr. Edwards to the effect that it will now take the sum of £3,400 to complete the pay;—I have already paid upwards of £1,400 out of the £2,800; so, please advise me by telegram to Toowoomba to-morrow (Monday), as I start by early train."

Now, there was not the slightest ground for saying that the Government repudiated anything. The advertisement put in by Mr. Hassell was as follows:—

"NOTICE.—All parties having claims against Mr. John Bourne, on account of work done and materials delivered on the Dalby Extension of the Southern and Western Railway, are requested to render them in to the undersigned, at Mr. Bourne's office, at once. Any claims sent in after the 20th will not be allowed."

What claims are called for?—Claims "on account of work done and materials delivered" on the line. To what date?—Prior to the 14th May. No one, looking at that advertisement, could have the slightest claim on the Government for work done after the 20th May, for it is expressly stated that no claims sent in after that date would be allowed.

Mr. GROOM: He was an Ipswich man;—you don't forget that.

Dr. CHALLINOR did not forget that he had common-sense, and that he was bound to use it in the House. He did not come in with a special plea, or to please anybody.

Mr. GROOM: Except Mr. Fitzgibbon.

Dr. CHALLINOR: Something had been said about the disintegration of the ballast, and the injury of the sleepers by exposure. What was the cause? The sleepers had been improperly stacked; the honorable member for Eastern Downs had said so, and the honorable member for Brisbane, Dr. O'Doherty, had admitted they had been injured by the weather. If the sleepers had been properly stacked, they would not have been more liable to be injured by the weather than if on the railway; and, if the ballast had been of the right description, the weather it had been exposed to would never have disintegrated it. Therefore, the assumption was, that neither the sleepers nor the ballast were right materials to put on the railway. He was very much pleased, indeed, with the manner in which the facts had been brought out by the late Secretary for Public Works, Mr. Douglas, who had placed them before the House in a light which those might see who paid attention to his arguments. They could be easily understood, and they were irrefragable. The persons on whose behalf claims were set up had been in constant employment since, and they were, consequently, now in a better position than before they entered the Government service. Certainly, there was less complaint and less dissatisfaction amongst them. He (Dr. Challinor) proposed to meet the difficulty, by moving, as an amendment on the motion, the addition of the following words:—

“Provided that there remains a sufficient balance for that purpose between the amounts for which the works were contracted to be completed, and that for which they have actually been completed.”

Mr. O'SULLIVAN: How will it read, then?

Mr. GROOM: He will explain by-and-bye;—Fitzgibbon has given him a brief.

Dr. CHALLINOR begged to inform the honorable member that he took no brief for anyone. What he took up in the House he did *con amore*; and, although he might be the “tool” of others, if he got the committee he had asked for, he would have been found a dangerous sharp-edged tool, and that was the reason certain honorable members were afraid to have anything to do with him. The honorable member for Maryborough, doubtless, understood him. His object in bringing forward the amendment was to let the whole matter stand over; for he did not see that the persons had an equitable claim on the House, unless there should be a balance after the completion of the works. He should really be very sorry if the men should not be paid; but they had no claim under the advertisement. If the honorable member for Drayton and Toowoomba would read all the papers, he would see that while Mr. Hassell was provided with funds by the Government, it was as cashier of Mr. Bourne; so that the money should be given to those who had worked, and not fall into the hands of the bank. The Government would not even be

responsible for the money, in any degree, that was paid over to Mr. Hassell. Moreover, he had been charged not to pay a single claim except in presence of the contractor and the resident engineer, so that the claims should be approved as for work done. He (Dr. Challinor) thought he had heard it said that the contractor had been offered arbitration, and had refused to abide by the award of the arbitration.

Mr. GROOM: No, no; there was no arbitration clause.

Dr. CHALLINOR: He did not deny that; but the contractor would not submit to, or abide by, an arbitration.

Mr. GROOM: The honorable member is totally wrong—

The SPEAKER: The honorable member will have an opportunity of speaking in reply, or on the amendment.

Mr. GROOM: The honorable member is evidently speaking from a special brief, and is quite wrong.

Dr. CHALLINOR begged again to inform the honorable member for Drayton and Toowoomba that he did not hold a brief in the House for any one, however many the honorable member himself held.

Mr. GROOM: Hear, hear; the cap fits.

Question.—That the words proposed to be added, be so added.

Mr. O'SULLIVAN said he did not look on the question before the House with the eye of a special pleader, nor with the eye of a sharp-edged tool—which the honorable member who just sat down had told the House he was. He looked at it broadly, and would endeavor to take the same view of it as the honorable Minister for Public Works. It certainly appeared to him that the men who claimed to have their wages paid by the Government had been under the impression, when they resumed work on the line under the second contract, that they would have to look to the Government for payment. That was the impression conveyed to him by the several public meetings the men had held at Toowoomba, and by the papers which reported the men who spoke to have asserted openly that they were sure to be paid by Government. Under that impression the navvies and others had gone to work, and they were unquestionably entitled to the wages they claimed. The Minister for Public Works was himself under that impression; and everybody who looked at all the facts must come to the same conclusion. The men had regarded Mr. Hassell as the paymaster of the Government, not as the cashier of Mr. Bourne. Not only that, but the Government had taken possession of thousands of pounds worth of property on the line. He (Mr. O'Sullivan) considered that, though it might be according to law, the Government had no right to that: it was the work of the men, and ought to be paid for. He believed that the Government had cancelled Mr. Bourne's contract the first time, and they were

informed that if they did not reinstate the contractor in the position he held before they would lose two votes. Tenders had been called for finishing the line, and a certain pretty rich man, up his (Mr. O'Sullivan's) way, asked him to become security if he tendered for the completion of the cancelled contract. He (Mr. O'Sullivan) said to him that there was scarcely any possibility of his getting it; that there was a bit of a political move going on;—he knew it, because he had been told of it by one of the parties concerned. The intending contractor said he had no doubt he would get the contract; that he was always a favorite with the Government.

Mr. GROOM: Name;—who is it?

Mr. O'SULLIVAN: Michael O'Sullivan—a namesake of his own. That person said he had worked very hard for the Government, and worked well; that he had made several thousands, simply because when he applied for a contract for cutting a line, he could get three halfpence a yard more than anybody else; that he was very free and on excellent terms with Ministers; and that he was sure to get it. He (Mr. O'Sullivan) was not a member of the House then, and he told him to make use of his name, as a matter of form, in applying for the contract, but he did not bind himself. That person came down to Brisbane, and he discovered that two members of the Assembly at that time were sureties for Mr. Bourne; and, the object of his coming being discovered, a deputation went to one of the then Ministry and told him privately that if the contract was taken out of Mr. Bourne's hands there would be two votes taken from the Government, which would be equal to the want of four—two taken away, and two the other side would gain.

Mr. PUGH: Name, name.

Mr. O'SULLIVAN: He could mention the names; but there was no present reason why he should do so. The honorable member knew as well as he did: there was not a little plot going on in Brisbane that the honorable member did not know. At the time that the little negotiation he (Mr. O'Sullivan) mentioned was going on, the ministerial crisis was imminent, and his friend was told to go up the country and canvass for votes; that the contract must be given back to Mr. Bourne, as a matter of form; but that, when things got smooth, the Government would take it out of Mr. Bourne's hands again, and give it to his namesake. Considering that everything had taken place as it had been told, with the single exception that his friend did not get the contract, the story bore the stamp of truth: it was not one he had made up out of his own head, for he was not a novelist or a romancer. It had been stated that an attorney at Toowoomba, Mr. Stable, had trucked with a man, and had managed to get £23 out of him for £5. If that were a fact, that gentleman was a

disgrace to his profession, and his profession ought to take cognizance of it; or, in justice to himself, he ought to petition the House, to be heard in his own defence. Some steps should be taken by the Government, or the legal profession, to put a stop to such trafficking as that. He would support the motion, with all his heart.

Mr. PUGH said he, also, intended to support the motion; and he should not, certainly, support the amendment of the honorable member for Ipswich. He supported the motion, because he believed that the parties concerned in the matter had been misled; he did not say intentionally, but there was no doubt about it, they had been misled. He agreed with the Minister for Public Works, that the persons mentioned in the motion had a kind of moral claim on the Government in respect to the work they had performed. The Government had the benefit of a great deal of work under Mr. Bourne's second contract; and he presumed it was on that ground that the Minister for Public Works based the very just conclusion he had arrived at. He hoped the matter would be settled, as much on Mr. Bourne's account as that of the laborers. It was a well-known fact, that that unfortunate gentleman had been besieged in his own house, and did not dare to shew his nose out of his door. He was likely to be again placed in precisely similar circumstances, if the House did not empower the Government to accede to the terms of the motion. Only on Saturday last he was arrested upon a claim that arose after the resumption of a contract under the fresh arrangements made by the Government. As a matter of common justice, if the House would indemnify them, the Government ought to make some terms by which they could pay the persons alluded to in the motion. He would suggest the desirability of adding some such rider as the following to the original motion:—

"Provided due proof be afforded to the Government that such claims are valid."

Mr. ARCHER said he was hardly prepared to speak very decidedly on the question before the House, because it was one of which honorable members, living in town, knew more than he. The name of a person, who had suffered very much already, had been again brought up in the House. He referred to what had been stated by the honorable member for Drayton and Toowoomba, and his comments upon it; and he felt bound to deprecate the circumstance that every opportunity should be availed of in the House to impute evil motives to persons. The honorable member had stated that a solicitor had paid a man £5 for a claim of £23 which that man had against Mr. Bourne. He (Mr. Archer) did not know the person referred to, but it was possible that he might have known the claim was a bad one, and that he had advanced the money from motives

of generosity. It had been insisted that those who had trafficked in claims against Mr. Bourne should not be paid. Such persons might have advanced money upon those claims, knowing them to be worthless, from charitable motives.

Mr. GROOM said he could produce an affidavit that the attorney implicated had bought the claim on misrepresentation, that in three days Mr. Bourne would be in the Insolvent Court, and that it would be five months before the man would get a dividend. The man parted with his claim of £23 to the attorney for £5, and forthwith the attorney sent down to town and had Mr. Bourne arrested and lodged in the watchhouse, and the £23 and all the costs incurred had to be paid before Mr. Bourne was let out. The honorable the Colonial Secretary had said he would not recognise that claim, and the House would support him in that course.

Mr. G. THORN said he would support the amendment of the honorable member for Ipswich, Dr. Challinor. He could not conceal from himself the fact that the honorable member for Drayton and Toowoomba did not bring forward his motion from philanthropic motives, but at the instance of certain magnates in the city. He would advise the honorable member to stick to his own constituency for the future. He should be very glad for the men to get their wages; but if the House admitted that the money was due to the men, they would be stultifying themselves. If the resolution was passed without the addition proposed by the honorable member for Ipswich, there would be a nice little medley. The sub-contractors would come down to get what they could out of the Government, and there would be considerable imposition practised. He had been struck with the speech delivered by the honorable member for North Brisbane, Dr. O'Doherty, which he regarded as an attempt at special pleading in the interests of the contractor, Mr. Bourne—an attempt to lead the honorable the Minister for Works into an admission that Mr. Bourne was entitled to some consideration from the Government. Notice of action had been given by Mr. Bourne, and until the action was decided, the House had no right to go into the question as between him and the Government. He (Mr. Thorn) had not heard how the money could be paid, if it was due.

Mr. H. THORN: It is due.

Mr. G. THORN: He had been surprised at the speech of the honorable member for Drayton and Toowoomba, and at his interruptions of other honorable members when speaking. With relation to the case of Mr. Stable, he supposed that gentleman was as much justified as any one else could be in buying bad debts, if he thought fit to do so. He supposed he had bought the particular claim mentioned as much for charity as anything else. As to the question before the House, it might have been better, at first, to have referred it to a select committee.

Mr. H. THORN considered that the honorable member for Drayton and Toowoomba deserved great credit for bringing the motion forward. He maintained, that if Mr. Hassell had not been empowered to authorise the men to proceed with the work, on condition that the Government should pay them, it was the duty of the late Government, when they heard of Mr. Hassell having done so, to dismiss him and to deceive the men. He did not see how the men could be expected to work for six or eight weeks for nothing. As had been stated by the honorable member for West Moreton, Mr. O'Sullivan, he considered it a political dodge to put the men to work, in order to keep him (Mr. Thorn) out of the House. He should support the motion.

Mr. DOUGLAS said he never knew the honorable member who spoke last before he came into the House, and he never knew that he was about to represent the constituency of Northern Downs—which he hoped the honorable member would long continue to represent—and he was really quite innocent of the charge the honorable member had brought against him. He (Mr. Douglas) had had no political views of the matter at all. He would just point out how he had been situated:—He had had to enter on the administration of an agreement made and entered into by his predecessor; he had, therefore, no choice, but merely to consider the validity of that agreement, and to carry it out. He was not called upon to pass judgment on it. The large amount of £2,800 having been paid, in the first instance, he anticipated that Mr. Bourne had truly represented his circumstances to the Government, and that he would be in a position to go on under his resumed contract. He did not anticipate that, at the last moment, the contract would lapse again. He anticipated that he should receive certificates of work done, as before; yet, when the time came, and when he had received pay-sheets for £2,000 or £3,000, but no certificates, he was in the position that he had to refuse the pay-sheets—he had no authority to pay. He could only say to the contractor that he was very sorry—that, though the work seemed to have been done, the gentleman who had to assure him (Mr. Douglas) that it had been done, had not assured him of the fact. Now, he felt that he was correct in stating that he believed the whole amount of work done in that period, between the acceptance of the contract and the final cancellation of it, was not more than about £600 worth—if the certificates were correct. He spoke of work done on the line. There might have been work done in the bush, in the way of getting timber, for bridges, &c., but that was not on the line. Mr. Stiles, the sub-contractor, whom the honorable member, Mr. H. Thorn, knew, had told him that he had worked with a large gang of men, and that that was the estimated amount of work. He believed the engineers were correct. So that, after all, the amount in

dispute could not possibly exceed £600. The work that was done in the bush, he (Mr. Douglas) was quite convinced had been, or would be, paid for, by the present engineer on the line. It must be measured on the line. He thought he was correct in saying that Mr. Brady had measured all the timber put into the bridges since he had gone on to the ground; and, consequently, that all that work under the contract would be, if it had not been, paid for.

Mr. GROOM: Nonsense, nonsense.

Mr. DOUGLAS: He must beg the honorable member not to interrupt him by such exclamations.

The SPEAKER: The honorable member must not go on so: he must not interrupt an honorable member addressing the House.

Mr. DOUGLAS: After all, the amount of the claims was not much. Many of the men would not bring their claims forward at all, probably; many had left the district; and the claims would be confined, as he had already stated. The claims could not, altogether, be more than £600, and that amount would probably be materially reduced. He should wish, therefore, to stretch a point in favor of the claimants. The Government or the House were not to blame for the men's ignorance. The fact was, they had been under contract with Mr. Bourne, and not with the Government, and they must take their chance. Those men worked in such a way that they were constantly subjected to loss through sub-contractors. They knew their chances depended on the solvency of the sub-contractors and Mr. Bourne. They doubtless had believed that Mr. Bourne would have been backed up by the Government; but then, Mr. Bourne's circumstances had been such, that the Government had had no power to support him. With reference to the statement of the honorable member for West Moreton, Mr. O'Sullivan, he had no doubt but that Michael O'Sullivan was a very enterprising contractor. He (Mr. Douglas) did know him, but he hoped the honorable member would not listen to everything that had been stated by that confidential friend of the late Ministry! He did know him, and he had some recollection of his proposals, but he was sure he had given a very guarded reply to them. In reply to a remark which fell from the honorable member for West Moreton, who had attributed some blame to him, he could inform that honorable member that it was during his term of office that Mr. Michael O'Sullivan made a proposition to the Government—a proposition to which he had given a very guarded reply. He certainly knew Mr. Michael O'Sullivan, as a somewhat daring and enterprising contractor, but he was certainly not—nor did he believe the honorable member for West Moreton was—disposed to believe everything which that gentleman might have told him as confidential adviser to the Government.

Mr. O'SULLIVAN begged to assure the honorable member that he did not identify

him with any jobbery in connection with the late Ministry.

The ATTORNEY-GENERAL said he had listened with a great deal of attention to the various remarks which had been made by honorable members, and, in his opinion, all this confusion had been brought about by the acts of the late Ministry. He did not wish to bring more imputations against them, but he must say that a more ill-advised document than the one he held in his hand could not have been proposed by any Government. It appeared that Mr. Bourne had entered into a contract to construct the line from Toowoomba to Dalby under certain conditions, and that previous to the 3rd May, 1867, he had so misconducted himself in the performance of that work as to cause the Engineer-in-Chief on the 2nd April, by a notice under one of the conditions, to annul that contract. After that notice had been served, he gathered from the paper before him, that Mr. Bourne was not only paid the money due on his contract, but also the whole of the retention money, which amounted to £7,697 10s. 6d. He was not thought a fit person to carry out his contract, and it must, therefore, be assumed that he was an incompetent contractor, and it therefore appeared very extraordinary that the retention money should have been handed over to him, because that was quite contrary to the very principle of all contracts. Well, Mr. Bourne then appeared to have been relieved of his contract until the 3rd May; at all events, a new contract was entered into on that date, and, he believed, the then Secretary for Works resigned his office on the 1st May, having been one of the Ministers who consented to the payment of the retention money, for he could not conceive that any one Minister could have authorised the payment of such a large sum without consulting his colleagues. Then came the most extraordinary part of the business. Mr. Bourne having been paid the whole of the retention money, which he ought not to have been paid, because in July he was surcharged with the amount, and allowed to have his contract revived—upon what grounds? Would the late Ministry tell the House that Mr. Fitzgibbon ought to have advised the Government to annul a contract on the 18th April, and revive it again on the 3rd May? And how was it revived? By one of the most curious documents that ever came out of the Works Office, or any other office. First of all, it was revived in the terms of the old contract, but the Government took care to shew that they did not trust the contractor at all; because, although he was to do the work, he was not to receive one farthing. A cashier was appointed, who was to receive the moneys due to Mr. Bourne on his contract, and to pay all the claims of the laborers for wages as a preferent claim, and then to pay all parties to whom money was due under the old contract or revived contract. The Gov-

ernment allowed their cashier to do what he liked with Mr. Bourne's money; but they took care not to be responsible for any appropriation or misappropriation of the funds. Then Mr. Bourne entered upon the work; and performed, he supposed, a certain amount of it, until he received his *congé* on the 1st July—a period of about seven weeks. Now, he quite coincided with the opinion that a more equitable claim had never come before the House; for it could not be supposed that the men employed on the line were cognizant of this scheme. But if the Government employed an agent or cashier, and made certain stipulations through that agent, it was a question whether they were not legally liable through him. At all events, the Government having received the value of the work, the men had an equitable claim upon them for the money they had earned. Mr. Bourne was not allowed to continue his contract longer than six and a half weeks, for good or bad reasons. If he had not earned more than enough money to pay the £2,800 earned by the men, it must be recollected that he was only paid by certificate of the engineer. But Mr. Bourne might have a very good claim against the Government, and might be able to shew that the certificates should not have been withheld, and that he was entitled to the money, although he had not paid the men, because he might be sued for it; and if judgments were obtained against him he would be liable, although the Government had appropriated the money. For a man might assign his right of action to another for a consideration, and that person might sue for the whole amount of the claim. In that way the payment of the money by the Government, in an equitable point of view, would not relieve Mr. Bourne. He pointed this out, as he was anxious that, whatever resolution the House might come to, the Government might be protected from paying the money twice over; and that was the great difficulty which occurred to him in dealing with the question. He did see a way by which it might be got over. If the House chose to recommend the payment of this money to the men, and there was a fund which could be appropriated to the purpose, and Mr. Bourne's guarantee were given that he would not surcharge the Government—then the claims might be satisfied. Then came the question—where was the money to come from? It was doubtful whether there was any sum available out of the loan for the Toowoomba and Dalby line. If there were a balance of the loan available, it might be appropriated by a resolution of the House, because the money would be applied to a portion of the work for which it was voted; but if there was no balance out of the loan vote, a resolution would be useless. The only way he could see by which a sum of money could be appropriated for the purpose out of the general revenue would be by an Act of Parliament enabling the House to

vote the sum required. The amendment made by the honorable member for Ipswich, Dr. Challinor, was scarcely necessary; because if there were a balance, the Government could take the money by a resolution of the House. The main difficulty was to decide whether there was any balance of the loan at all. However, he must condemn the agreement *in toto*. How Mr. Bourne could be considered wholly incompetent, and then be paid the retention money, and then be allowed a fresh agreement, and that this agreement, in a few weeks, should be again annulled, and the men not get paid, was a marvel. It would have shewn better judgment on the part of the Government if they had allowed Mr. Bourne to continue the contract a little longer, if only to work up the material on the ground.

Mr. TAYLOR said, no doubt, they were all clever engineers, and the contractors knew nothing at all about the matter. The honorable member who had just sat down had informed the House that the Government had paid the whole of the retention money over to Mr. Bourne. They had done nothing of the sort. It was paid in this way: there was a loan upon the retention money by the Union Bank: half of the money was paid to them, and the rest was paid to the laborers.

Mr. GROOM: The return does not shew it.

Mr. TAYLOR: Well, he had it from one of the Ministers of the day. Now, a great deal of blame had been attached to the late Government for all these arrangements. No doubt, in the first place, they should have taken ample security from Mr. Bourne for the carrying out of his contract. It should never have been given back to him; and when it was given back, ample security should have been made that it did not fall through. Well, the Government failed in this; and although, as usual, the whole of the blame had been thrown on the late Premier, he believed Mr. Watts had a good deal to do with it.

An HONORABLE MEMBER: He was out of office.

Mr. TAYLOR: Well, he might have been; but he believed the agreement was drawn up during his term of office. He recollected arguing the point with Mr. Watts, and he believed that gentleman was cognizant of the whole arrangement, and was at the bottom of it, so far as Mr. Bourne was concerned. He was quite willing that the House should pay those men; in fact, he knew that they were all of them under the impression that the Government was responsible for their wages. But he wanted to know where the money was to come from? The honorable Attorney-General had suggested that they should wait and see whether there was a balance of the loan fund; but how was the line to be proceeded with? The most straightforward way, in his opinion, would be to place the requisite sum on the Esti-

mates. Then, again, it was said that some of these claims had been sold, and those who had bought them could sue the Government for the whole amount. No doubt, the railways in Queensland had been unfortunate throughout. He understood there were no less than four actions pending against the Government at the present time: it was a most deplorable state of things. But if the House assented to this claim, how many more claims of the same sort would be brought forward by the contractors? And, again, what sum were they to place on the Estimates? Was there any information as to the actual amount that would be required to pay the whole of these claims? He could see no way of arriving at it, as most of the men were scattered over the country, and he thought it would be much better to postpone the motion until the actual sum had been ascertained. He understood that the Minister for Works had advertised for them; and when he had received an answer, the House would be in a position to vote a specific sum. Until then, he thought it would be better to wait.

Mr. WALSH said he quite concurred in the opinion that they were embarking in an undertaking of which they knew very little, and they could not tell where it would lead to, which was the most serious part of the question. The Government appeared to be in possession of no reliable data; they did not know the particulars of the claims against them, or how to reach the parties who preferred them. If it were known that the Government intended to satisfy those claims, there could be no doubt that a number of other dissatisfied persons, having claims against Mr. Bourne, would make similar applications.

Mr. GROOM pointed out that the resolution had reference only to the period between the first cancellation and the second acceptance of the contract.

Mr. WALSH said he quite understood the object of the motion, but he wished to call the attention of the Government to the consequences which might ensue. He knew that it was not intended to apply to all claims, from the beginning to the end of the contract; but he feared it would have that effect, for as soon as it was known that certain claimants had an opportunity of obtaining redress from the Government, others would naturally apply. But, to go back to Mr. Bourne's contract, what means had the Government of ascertaining the real claimants? They would have to apply to the officers and engineers lately employed by Mr. Bourne, who, of course, were very friendly towards the men; and how would the Government guard themselves as to the correctness of their statements? It had been stated that several actions were pending against the Government, and if they recognised Mr. Bourne's claim—for it was really his claim—in what position would they be

before a jury. That was a very serious question to consider, and he thought that the Government, knowing that they were subjected to an action from Mr. Bourne, for the recovery of wages which they disputed, ought to abide by the decision which would be given in this action, before coming down and asking the House to decide on the question. The Government appeared to have no idea of the amount of the claims against them, and therefore he did not see how the House would proceed in the matter.

THE COLONIAL SECRETARY: The Government had no idea of what the sum ought to be; he believed the proper claim against the Government by Mr. Bourne, for work actually done, was about £2,500.

Mr. WALSH: If the House received a pledge from the Government that the claims would not exceed that amount, he thought the House would be justified in meeting them, otherwise, if the resolution were passed, it would not be known what they might amount to. This change was one of the penalties of the system under which the railways had been initiated, and the lax manner in which the Government of the colony had been carried on. The fact was, that an influential member of that House had had a great deal to do with the contract; if he had not, it was probable that it would have terminated long ago. Well, the Government, knowing he was a party to the contract, and deeply interested in it, that he had advanced money himself as security, connived at this state of things and neglected the ordinary and necessary precautions, to ensure its being faithfully fulfilled. Then, when they found the contractor was unable to go on with it, they annulled the contract. He was in a position to prove that they annulled it entirely in consequence of the pressure brought upon them by a member of that House. After that they resumed the contract, and again failed in obtaining proper sureties from the contractor. Well, what followed. When this unfortunate contractor got further and further into difficulties—at the instance, he did not hesitate to say, of his solicitor, who was a member of the Government—they paid him his retention money—money which the Government of the day had no more business to pay than they had to walk into the Treasury and help themselves to the money there. They were bound to keep back a certain per centage until the work was finished, instead of which they paid it all, and the country was left in the lurch with an unfinished railway. They had overpaid the contractor, and his laborers now appealed to the House for their charitable commiseration. Could any stronger proof be afforded of the dire evils which must ensue from such a mode of carrying on the Government as then existed? He did not hesitate to say that this atrocious railway was entirely owing to the necessity which the Government found of entering into an

arrangement with the representatives of the people in that House.

Mr. FITZSIMMONS said it was not the first time that the toy railway had caused a great deal of confusion in the House. It had been the ruin of the country, and it would be years before the colony would be extricated from the difficulties into which that railway had plunged it. It would be seen, from the debates which had taken place on the subject, that Mr. Bourne had contracted to do a certain amount of work for the Government, and had placed in the hands of the Government, as security for the due performance of the work, the sum of £8,000. It appeared to him very strange that the Government should have considered themselves authorised to draw that money; and, in his opinion, it was a consequence of the Government allowing Mr. Bourne to withdraw that sum that the whole difficulty had arisen. However, the question to be dealt with now was the claim of the men who had been working on the line. It would appear from the debate, that some time ago the Government had relieved Mr. Bourne from some difficulty, by causing the laborers on the line to be paid their wages, and it was, therefore, reasonable to conclude that the men who now sought payment had gone to work in the full belief that the Government would be responsible for the amount of their earnings. It did not appear that they were made aware of any new contract with Mr. Bourne, and they looked entirely to the Government for their wages. That they had a moral claim upon the Government, though, perhaps, not a legal one—at all events, a just claim for work performed—he had not the most remote doubt. He certainly should be glad to see the amount paid, but then the difficulty arose—from what fund was it to be paid? He did not think it would be right for the House to vote a sum towards the construction of a railway, when the railways were being constructed out of a loan fund; and it did not appear that there was any vote from which the sum could be taken for any other unfinished railway. But if any portion of the £8,000 placed in the hands of the Government as security for the due performance of the work still remained, he thought it should be devoted to the liquidation of these claims. There was a rumor in circulation—he could not vouch for the truth of it—that certain gentlemen had been allowed to go to the Treasury, and draw money on account of Mr. Bourne. The great mistake was, no doubt, in allowing Mr. Bourne to withdraw one sixpence of the £8,000 retained as security for the fulfilment of his contract.

Dr. O'DONNERTY said there appeared to be such a strong feeling in favor of paying the sum in question, that he thought it would be a great pity if some means could not be devised to accomplish the object, without entailing upon the country any of the diffi-

culties which had been prophesied. It seemed to him, from the wording of the resolution, that the case of the men it referred to could not be separated from that of Mr. Bourne. However, he should be happy to give his vote in favor of any amendment which might obviate that difficulty, or he should be happy to move a further amendment himself, if the rules of the House permitted him.

The SPEAKER: It is not competent for the honorable member, having spoken, to move a further amendment.

Mr. GARRICK said he did not desire to take any action in the matter, as he was solicitor to Mr. Bourne. He only wished to point out formally to the honorable member for Maryborough, that the resolution, in its present shape, was indefinite, as it bound the Government to the payment of almost any sum of money that might be named. If the amendment were negatived, he would propose—as the honorable member for North Brisbane was prohibited from moving a further amendment—the insertion of the words in the last line but one, “for work done during the resumption of the contract by Mr. Bourne.” Irrespective of that amendment, he would observe that the honorable Colonial Secretary had pointed out that, since the resumption of the contract, work had been done to the extent of £2,500, £450 only of which had been certified to by Mr. Fitzgibbon. It was, therefore, clear that the difference had been received while the men were working for the Government, and the claim was only, he thought, an equitable one.

Mr. GROOM, in reply to a remark made by the honorable member for Ipswich, Dr. Challinor, said he must deny that in bringing this motion forward he held a brief for any one.

Dr. CHALLINOR denied he had charged the honorable member with doing so.

Mr. GROOM: He had been actuated by purely disinterested motives. It was perfectly true that some of those who were interested in the question were his constituents, and the letters he had read to the House from them would, he thought, justify him in the action he had taken. It had been admitted in the course of the debate that the working men and sub-contractors had a moral and equitable claim upon the Government for the payment of their wages. As to the objection taken by the honorable member for West Moreton, Mr. G. Thorn, he considered it unworthy of notice. With regard to the principal case which he had brought under the notice of the House, in which one of the claims had been sold or mortgaged, he distinctly stated that the money in that case had been obtained by a gross and wilful misstatement of facts on the part of the attorney, Mr. Wickey Stable, whose conduct he considered utterly unworthy of any professional man, in fact, he could hardly find words sufficiently

strong to denounce it. Coming back to the question more immediately before the House, he would observe that, within a very recent date, the House had affirmed a resolution brought forward by the honorable member for Kennedy in consequence of the uncertain state of the law affecting masters and servants, which was supposed to free the mortgagee on taking possession of a line or a station from all claims for wages and goods supplied. The arguments used on that occasion were considered good and he contended that the Government in this case were in the position of mortgagees and were bound to pay these men their wages, and to pay for the material lodged on the ground. It was well known that the line to Dalby was particularly devoid of timber, and the sub-contractors had been at great expense in carting material from a distance of between thirty and fifty miles. He would also call the attention of the House to the fact that Mr. Fitzgibbon was in Toowoomba at the time that Mr. Bourne's agent received notice of the second cancellation of the contract, and had stated in Toowoomba, in answer to Mr. Edwards, who asked him if he should post the notice, that he had signed it in Brisbane before it was filled up. Mr. Edwards had then asked him if he should post it outside the door, and state upon it that it had been signed in blank; and Mr. Fitzgibbon said, "No; I am going down to Ipswich this afternoon, and shall probably put everything right." When Mr. Fitzgibbon signed that document, he was told by the Government that it would not be used unless it was actually necessary. He (Mr. Groom) was surprised that the Government should be afraid to enter upon the consideration of the question; but that appeared to be the case, since every member of the Ministry, except one, had left the House. He was fully confirmed in his opinion that they were entitled to pay the claims of these men, and, further, that the letter signed by Mr. Fitzgibbon, on the 8th December, 1865, sufficiently justified Mr. Bourne in the course he had taken. He was anxious that the line should be open from Ipswich to Toowoomba, and to Warwick and Dalby, on the same date. It was for that reason that the letter from Mr. Fitzgibbon to Mr. Bourne was written; and, upon the faith of that letter, Mr. Bourne went into an expenditure of some £15,000 or £20,000, which he would not otherwise have incurred. The honorable member for Ipswich, Dr. Challinor, talked about the depreciation of material; but he must surely understand that, if Mr. Bourne was using 1,200 or 1,500 sleepers per month, and suddenly received notice to increase the number to 12,000 or 15,000, and to employ additional labor in the same proportion, he must have been put to much greater expense. Then, again, the House had not been informed, in the course of the debate, who

Mr. Hassell was, what position he occupied, or what salary he received. All that was known about him was, that he had put an advertisement in the *Darling Downs Gazette*, calling upon all present to send in their claims against Mr. Bourne, and stating that if they were not sent in by a certain time the Government would not recognise them. What had been the effect of that advertisement? Why, that the whole of the claims under the contract had been sent in, amounting to something like £10,000 or £12,000—not for work actually performed, but work that was to be performed, for which contracts had been entered into. He was surprised to hear the argument advanced that it would be necessary to refer the question to a court of law. He looked upon that House as superior to any court of law in a matter of this kind. It was a mere subterfuge to talk in this case about a court of law. That House was the highest tribunal to which the men could apply, and he believed they would receive good and substantial justice from the House. For his own part, he would much rather that the claims were decided by the House than subjected to the capricious decision of a court of law, and made to depend upon the verdict of a jury. The men, he maintained, had a strong claim upon the House and upon the country. They were induced by a gentleman who was sent up the country by the Government to enter upon the work. They were told by that gentleman that he came up there, not as the agent of Mr. Bourne, but as the representative of the Government, and that every precaution had been taken by the Government to secure to them the payment of their wages; and it was upon that understanding that they entered upon the different contracts. Under those circumstances, he hoped the House would assent to the motion. He had seen the amendment suggested by the honorable member for East Moreton, Mr. Garrick. It was one that met with his concurrence, and if the honorable member for Ipswich would consent to withdraw his amendment and allow the other to be substituted, the views of honorable members on both sides of the House on the subject would, he thought, be fully met.

Dr. CHALLINOR declined to accede to the proposition.

The amendment was then put, and negatived, on a division, by a majority of 15 to 5.

Mr. GARRICK rose to propose the amendment he had suggested.

The SPEAKER informed the honorable member that his amendment could not now be allowed, as the House had come to a decision on an amendment farther on in the motion than where the honorable member proposed to insert his amendment.

The original motion was then put, and carried, on a division, by a majority of 18 to 2.