Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

TUESDAY, 14 OCTOBER 1884

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LEGISLATIVE ASSEMBLY.

Tuesday, 14 *October*, 1884.

Assent to Bills.—Question.—Brands Act of 1872 Amendment Bill.—Townsville Gas and Coke Company (Limited) Bill—third reading.—Native Labourers Protection Bill — consideration of Legislative Council's amendments.—Health Bill—further consideration in committee of the Legislative Council's amendments.—Crown Lands Bill—committee.—Oaths Act Amendment Bill.—Maryborough Racecourse Bill.

The SPEAKER took the chair at half-past 3 o'clock.

ASSENT TO BILLS.

The SPEAKER announced the receipt of messages from His Excellency the Governor, stating that, on behalf of Her Majesty, he had assented to the following Bills:—

Native Birds Protection Bill; Patents, Designs, and Trade Marks Bill; Wages Bill; Local Authorities By-laws Bill; Maryborough Town Hall Bill; Pettigrew Estate Enabling Bill; Gympie Gas Company Bill; and Skyring's Road Bill.

QUESTION.

The HON. SIR T. MCILWRAITH asked the Colonial Treasurer—

When will the Loan Estimates be introduced?

The COLONIAL TREASURER (Hon. J. R. Dickson) replied—

The Government do not propose to lay the Loan Estimates on the table of the House until considerable further progress is made with the Land Bill.

BRANDS ACT OF 1872 AMENDMENT BILL.

On motion of the HON. B. B. MORETON, leave was given to introduce a Bill to amend the Brands Act of 1872.

The Bill was read a first time, and the second reading made an Order of the Day for Friday next.

TOWNSVILLE GAS AND COKE COMPANY (LIMITED) BILL—THIRD READING.

On motion of the HON. J. M. MACROSSAN, this Bill was read a third time, and ordered to be transmitted to the Legislative Council for their concurrence, by message in the usual form.

NATIVE LABOURERS PROTECTION BILL—CONSIDERATION OF LEGISLATIVE COUNCIL'S AMENDMENTS.

On the motion of the PREMIER (Hon. S. W. Griffith), the Speaker left the chair, and the House went into Committee of the Whole to consider these amendments.

The PREMIER said the amendments were in clauses 6, 7, 8, and 12. In order to assist hon. members in considering the matter, he had, in accordance with a practice which had sometimes been observed, had printed the reasons proposed to be assigned why the House should disagree with some of the amendments. The first amendment was in clause 6, which provided for the forfeiture of any ship, and a penalty of £500 for carrying any native labourers with respect to whom the provisions of the Act had not been observed. For his part, he did not think that penalty too severe for the offences against which the Bill was proposed to provide; but being very anxious to put down the abuses by such means as were at present practicable, and considering that if they insisted on the provision as originally framed it might defeat the Bill altogether, he was content to accept the amendment of the Legislative Council in that clause. With respect to the other amendments he did not propose—with the exception of that in clause 12, omitting the provision requiring the sanction in writing of the principal officer of Customs at any port to the employment of a native as a boatman—to ask the House to agree to them. The 7th clause provided for the discharge of aboriginal labourers in the presence of a shipping master, and the penalty for failing to do that was fixed at £50. The Council had reduced the amount to £10. Considering the way in which abduction had been carried on, and that aboriginals might be taken away to some remote island and left there, he thought a penalty of £10 was entirely inadequate. The penalty ought to be such as would make it worth the while of the master or owner of such vessel to obey the law, and, in his opinion, £50 was not too heavy. The 8th section contained another provision, throwing upon the person who was responsible for aboriginal labourers being taken away the onus of showing what had become of them. That, of course, considering the circumstances of the case—that the natives were employed on small vessels trading in the northern waters of the colony about Torres Straits, where no supervision could possibly be exercised—was a necessary provision. If the master of a vessel were allowed to come back without giving any account of the aboriginals he employed, there would be no proper protection for the natives; he could do what he liked with them; he might drop them overboard if he chose. The 8th clause was intended to compel the owner to account for them under a penalty. It was an essential part of the scheme of the Bill that the natives should not be taken away except under conditions which would secure proper supervision. He therefore proposed, for the reasons he had given, to ask the Committee to agree to the amendment made by the Council in clause 6. He would ask the Committee to disagree to the amendment in clause 7:—

"Because, the object of the Bill being to prevent the improper abduction from their homes of native labourers, it is essentially necessary that their engagement and

discharge should be regularly and formally made before an officer of the Government, and that in order to secure the performance of this duty a substantial penalty should be imposed for a breach of it. The penalty of £10 is likely to prove inadequate for that purpose."

With respect to clause 8, which the Council proposed to omit, he would ask the Committee to disagree to that amendment also—

"Because, unless the burden is cast upon the vessel of showing what has become of a native labourer who is not brought back to port, the provisions of the Bill will be inoperative, it being impossible for the Government to produce affirmative proof in such cases. The abuses which the Bill is intended to suppress would therefore be allowed to continue."

He proposed that the amendment in clause 9 should likewise be disagreed to, it being a consequential amendment upon their omitting clause 8. He now formally moved that the amendment in clause 6 be agreed to.

Question put and passed.

The PREMIER moved that the Legislative Council's amendment in clause 7 be disagreed to.

Mr. ARCHER said he did not see that there was any reason for disputing the opinion of the Premier as to the amount of the fine that should be imposed under that clause of the Bill. But it certainly seemed unnecessary that the masters of vessels should be compelled to do all that was required of them before a shipping master. If they were in a place where there was no shipping master, why should they not be allowed to discharge the natives before a police magistrate? It appeared to him a very serious thing indeed to insist that the men should go before a shipping master; and he did not think the object of the measure would be defeated if the discharge were allowed to be made before any officer of the Government, as he would see that it was properly done.

The PREMIER said he was obliged to the hon. member for reminding him of that matter. He had intended to refer to it when he was speaking before. He wished attention had been called to the subject earlier, as an amendment could then have been inserted so as to make the clause read that every native labourer should be "discharged and receive his wages in the presence of a shipping master, or other person appointed by the Governor in Council in that behalf." He would, however, state that it was the intention of the Government, as he intended to say in his previous remarks, to appoint the police magistrate at Cooktown and Thursday Island, and the master of the Government schooner up there, or any other Government vessel which might be stationed in that locality—shipping masters for the purposes of the Bill. That would possibly be as convenient a way as any of dealing with the matter.

Mr. BEATTIE said that at the present time the principal Customs officers at those ports were shipping masters, so that there were shipping masters already in existence at Cooktown and Thursday Island.

The HON. J. M. MACROSSAN said he would ask the Premier whether he could inform the Committee what was the penalty for discharging an English seaman on board an English ship without doing it in the presence of a shipping master? If the penalty was not more than £10 he could not see why they should enforce a higher penalty in the case of aboriginals, because there was every facility for complying with the law in the case of European seamen, but it was altogether different with regard to aboriginals. At all shipping ports where English seamen called there was a shipping master or English consul; so that there was no hardship in their case, but there might be some slight hardship in compelling masters to discharge aboriginals in the presence of shipping masters.

The PREMIER said there was a great difference between aboriginals and white men. White seamen could take care of themselves as a rule, and did so. The Bill, however, was not intended to regulate the shipping trade with regard to aboriginals, but to prevent their abduction. The only way to do that was to require their engagement and discharge to be made before shipping masters. The penalty for discharging a seaman in the United Kingdom without doing it in the presence of a shipping master was £10. He did not think the cases were at all analogous. What they wanted to know was, what had become of men who had been shipped on board the vessels and had not returned.

The HON. J. M. MACROSSAN said there was certainly a great difference between European seamen and aboriginals, both in colour and intelligence; but the hon. gentleman must be aware that English seamen were often abducted. It was not a very uncommon thing for men to be what was called "shanghaied" and taken on board vessels without being shipped at all; they did not even know where they were going until they had been two or three days at sea and had recovered from the drug that had been administered to them. Those men were their own people, and surely deserved protection against abduction as much as the aborigines.

The HON. SIR T. MCILWRAITH said he had not an opportunity of discussing the Bill when it was before the House, and he felt bound to say that it seemed to him that the amendments made in it by the Council rather improved the Bill than otherwise. There were two things to be aimed at—first, to protect the natives as far as possible, and, next, so to protect them as not to injure anybody else. If the fines were made so heavy, and the restrictions so great, as in clauses 7 and 8 of the Bill, the injury to masters and owners of vessels would be very considerable. The cases of abduction had been greatly over-estimated. When he was Colonial Secretary they were extremely few, and were amply provided for by the provisions of the Pearl-shell and Bêche-de-mer Fisheries Act. What he had said applied more particularly to the next clause, which, if retained, would absolutely lead to the abduction of natives. The penalty was so great that a man who had committed the crime could easily dispose of an abducted native, and would not risk the fine by bringing him back to a port where there was a shipping master.

Mr. BEATTIE said that under the English law a captain of a vessel was obliged, under a heavy penalty, to give a satisfactory account of any man whose name appeared in the ship's articles, and who was absent when the crew were taken before the shipping master to be paid off on the conclusion of the voyage. The captain had to give satisfactory information to the registrar of seamen as to what had become of any absent man whose name was borne on the ship's articles; and it was extremely necessary that such a provision should be retained in the Bill now before the Committee. If the clause referred to by the leader of the Opposition were struck out, and the onus of proof thrown on the Government, it would defeat the object of the Bill.

The HON. J. M. MACROSSAN said it would be very easy for the master of a vessel to account for the absence of any of his men—in the same way in which the absence of English seamen was often accounted for. It might be said that a man had deserted at a certain port, or a certain island, or that he had disappeared one night in a gale of wind, and the circumstances might be duly entered in the log. That could be very easily done. In fact,

the clause afforded no protection whatever. The best protection would be to compel the shipowner or master, in the event of a man disappearing whose name was on the articles, to pay the wages due to him to the Government. In the English service, if a captain lost a man by desertion or accident, the owners were not allowed to keep the money which that man had earned. That was the best protection for the safety of the native labourers on board vessels.

The PREMIER said the Government wanted to put the onus on the shipowner of proving that a missing man had disappeared in a certain way. However, that question would be more properly treated in connection with the next clause, at which they had not yet arrived. It was necessary, for the purposes of the Bill, to insist that men should be paid off before a shipping master, and the penalty ought to be sufficiently heavy to make it worth the owner's while to do so. It was the same principle that was already carried out with regard to Polynesian labourers.

Mr. SCOTT said he did not think that under the Bill there would be many labourers to discharge; the difficulty of hiring them would be too great. If they happened to be on the spot, of their own accord, to be hired, well and good; but they could not be got from the islands, whence they were generally obtained, without being brought in vessels; and if the owners were liable to such severe penalties they would not bring them.

The HON. J. M. MACROSSAN said that would depend greatly on the length of time for which the men were engaged and the amount of remuneration given them. There were a good many of them engaged in fishing at Townsville, but he did not know what remuneration they got. It was certainly not much, and he scarcely thought one of them would have £10 to draw on his return from a voyage. He would like to impress on the Premier that the best protection would be that to which he had already referred as existing in the English mercantile service, as then he would have no interest at all in letting a man go. As to the difficulty of saying how a man disappeared, how many hundred men disappeared of whom nobody ever afterwards heard? In the majority of cases in bad weather, when a man disappeared, even his mates would not know how it happened.

Question put and passed.

On the motion of the PREMIER, the Legislative Council's amendments in clauses 8 and 9 were disagreed to, and that in clause 12 was agreed to.

The House resumed, and the CHAIRMAN reported that the Committee had agreed to certain of the Legislative Council's amendments, and disagreed to others.

The report was adopted, and the Bill was ordered to be returned to the Legislative Council with a message, intimating that the House—

"Disagree to the amendment in clause 7, because, the object of the Bill being to prevent the improper abduction from their homes of native labourers, it is essentially necessary that their engagement and discharge should be regularly and formally made before an officer of the Government, and that in order to secure the performance of this duty a substantial penalty should be imposed for a breach of it. The penalty of £10 is likely to prove inadequate for that purpose.

"Disagree to the amendment omitting clause 8, because, unless the burden is cast upon the vessel of showing what has become of a native labourer who is not brought back to port, the provisions of the Bill will be inoperative, it being impossible for the Government to produce affirmative proof in such cases. The abuses which the Bill is intended to suppress would, therefore, be allowed to continue.

"Disagree to the amendment in clause 9, it being a consequential amendment upon that omitting clause 8.

"Agree to the other amendments of the Legislative Council."

HEALTH BILL — FURTHER CONSIDERATION IN COMMITTEE OF THE LEGISLATIVE COUNCIL'S AMENDMENTS.

On the motion of the PREMIER, the Speaker left the chair, and the House resolved itself into a Committee of the Whole to further consider the amendments made by the Legislative Council in this Bill.

The PREMIER said that the question before the Committee, when they postponed the further consideration of the Legislative Council's amendments, was that the amendment in clause 68 be disagreed to. The clause related to common lodging-houses, and he confessed that he had given up attempting to frame a definition of the term "common lodging-house." There was no definition that he could think of. Depending upon the length of time for which persons were allowed to hire a room or a bed would make it apply to all lodging-houses. There were no lodging-houses where a man could not sleep for only one night under certain circumstances. Another way would be to define the term by reference to the amount of hire paid. But that would be undesirable; it could easily be evaded, and would introduce invidious distinctions. He did not know of any other way, and so he fell back on the term used in Imperial statutes. He proposed to disagree to the amendment.

The HON. SIR T. MCILWRAITH said he did not think that was a proper conclusion to come to. After having considered the whole of the question, the proper conclusion to come to was that they had been over-legislating altogether—legislating for a class of houses that, to a certain extent, did not exist. If those houses did exist, it was certainly within the power of man to define them. As the Bill stood, they had admitted that they could not define what a common lodging-house was. The hon. gentleman said they could not fix it on the basis of time, because that would apply to all lodging-houses; and they could not fix it upon the rate of payment, because that would involve invidious distinctions, and so he fell back upon the English statutes, and said that it was a perfectly well-defined term. He questioned very much whether it was a well-defined term; at all events, it was certainly not a very well-defined term here. They had simply a lot of ill-digested clauses, not at all applicable to the colony, by which it was made compulsory on the local authority to keep a register of common lodging-houses. Then it was compulsory on the keepers of all common lodging-houses to have them registered. Then, unless they performed certain conditions, the local authority was not to put them on the register. There were also conditions with respect to lime-washing and other duties, which would apply to any lodging-house in the country. The Premier was quite right in saying that the definition given in another place of the term "common lodging-house" was inapplicable, because it included all lodging-houses; but the chief objection to the clause was that it was made for a class of house which they could not define, and which, therefore, did not exist. A few clauses giving power to the local authorities to enforce sanitary arrangements would have answered the purpose much better.

The PREMIER said he believed the definition he proposed when the Bill was before the Committee in the first instance was better than the one now proposed. That was—

"Lodging-houses to which persons promiscuously resort as lodgers, or in which persons, strangers to one another, are allowed to inhabit or sleep in one common room."

However, it was too late to insert that now. The term was perfectly well understood.

The HON. SIR T. MCILWRAITH: Then how is it we cannot put it into words?

The PREMIER said everyone knew what a common lodging-house was, but it was very hard to lay down an exact definition to cover that class of houses and no others. There were a number of things which, taken together, went to constitute a house a common lodging-house. Any policeman could point out two or three such houses at once—everyone knew what the term meant—but it was not easy to define it in exact words. When he first came to that part of the Bill he had, after a good deal of consideration, given up the attempt to frame a definition; the attempt was resumed in committee, but finally those hon. members who had been most in favour of defining the term agreed that it would be better left alone, and now he thought the conclusion they had arrived at before would still be seen to be the best.

Question put and passed.

On clause 132, as follows:—

"No justice shall be deemed incapable of acting in any case arising under this Act by reason of his being as one of several ratepayers, or as one of any other class of persons, liable in common with others to contribute to, or be benefited by, any rate or fund out of which any expenses incurred by such local authority are under this Act to be defrayed."

The PREMIER said the Council's amendment rendered any justice of the peace who was also a member of a local authority, incapable of acting in a case in which that authority was concerned. Perhaps it was just as well it should be so, although of course inconvenience might arise from the only magistrates available being members of a local authority. However, they would be able to get along without the words which had been struck out, and he proposed that the amendment should be agreed to.

Question put and passed.

On the motion of the PREMIER, the House resumed, and the CHAIRMAN reported that the Committee agreed to one of the Legislative Council's amendments with an amendment, had disagreed to another amendment, and agreed to the remaining amendment.

On the motion of the PREMIER, the Bill was ordered to be returned to the Legislative Council with the following message:—

"Mr. PRESIDENT,—The Legislative Assembly having had under consideration the Legislative Council's amendments in the Health Bill, agree to the amendment in clause 23 with amendments, to which they invite the concurrence of the Legislative Council; disagree to the amendment of the Legislative Council in clause 68, because the proposed definition would include lodging-houses of all classes, to many of which the provisions of the Bill relating to common lodging-houses are not applicable, and because the term 'common lodging-houses,' as used in analogous statutes of the Imperial Parliament, has for many years had a well-known and recognised meaning; and agree to the other amendments of the Legislative Council."

CROWN LANDS BILL—COMMITTEE.

On the Order of the Day being read the Speaker left the chair, and the House went into Committee to further consider the Bill in detail.

On clause 25, as follows:—

"The pastoral tenant shall thereupon be entitled to receive a lease from the Crown for the remainder of his run not included in the resumed part.

"In the case of a consolidated run which has been subdivided by order of the board, separate leases shall be issued for each part of the subdivided portions not so included.

"Every such lease shall, in the case of runs held under the Settled Districts Pastoral Leases Act of 1876, or the Settled Districts Pastoral Leases Act of 1882, be for the term of ten years, and in other cases for the term of fifteen years, from the 1st day of January or 1st day of July nearest to the date of the notification in the *Gazette* of the order of the board confirming the division, and shall be subject to the following conditions and stipulations:—

1. The lessee shall, during the continuance of the lease, pay a yearly rent at the rates hereinafter stated, and such rent shall be payable at the Treasury in Brisbane, or other place appointed by the Governor in Council, on or before the thirtieth day of September in each year;

2. The rent shall be computed according to the number of square miles of land comprised in the lease: Provided that any portion of the run, not exceeding one-half of the whole, which consists of inaccessible ranges or for the time being consists of dense scrub, and which is for the time being wholly unavailable for pastoral purposes, shall not be included in computing the area upon which rent is payable;

3. The rent payable for the first five years of the term of the lease shall, in the case of runs held under the Settled Districts Pastoral Leases Act of 1876 or the Settled Districts Pastoral Leases Act of 1882, be at the rate of forty shillings, and in the case of other runs at a rate to be determined by the board, not exceeding ninety shillings, and not less than twenty shillings, per square mile;

4. The rent payable for the second period of five years and for the third term of five years (if any) shall be determined by the board;

5. In determining the rent regard shall be had to—
   (*a*) The quality and fitness of the land for grazing purposes;
   (*b*) The number of stock which it may reasonably be expected to carry in average seasons after a proper and reasonable expenditure of money in improvements;
   (*c*) The distance of the holding from railway or water carriage;
   (*d*) The supply of water, whether natural or artificial, and the facilities for the storage or raising of water;
   (*e*) The relative value of the holding at the time of the assessment as compared with its value at the time of the commencement of the lease:
   Provided that in estimating the increased value the increment in value attributable to improvements shall not be taken into account, except so far as such improvements were necessary and proper improvements without which the land could not reasonably be utilised;

6. In the case of [illegible] held under the Settled Districts Pastoral Leases Act of 1876 Amendment Act of 1882, the annual rent for the second period of five years shall not be less than sixty shillings per square mile, and in the case of other runs the rent for the second and third periods of five years shall not be less than forty shillings and sixty shillings per square mile respectively;

7. If default is made by the lessee in payment of rent the lease shall be forfeited, but the lessee may defeat the forfeiture by payment of the full annual rent within ninety days from the date hereinbefore appointed for payment thereof with the addition of a sum by way of penalty calculated as follows, that is to say—if the rent is paid within thirty days 5 per centum is to be added, if the rent is paid within sixty days 10 per centum is to be added, and if the rent is paid after sixty days 15 per centum is to be added; but unless the whole of the rent together with such penalty is paid within ninety days from the appointed day the lease shall be absolutely forfeited;

8. When the rent of a run is to be determined by the board, the lessee shall, until it has been so determined, continue to pay at the prescribed time and place the same amount of annual rent as theretofore, or the minimum rent hereby prescribed, whichever is the greater amount; and when the amount of rent has been determined by the board the lessee shall, on the next thirtieth day of September, pay at the prescribed place any arrears of rent found due by him at the rate so determined, so as to adjust the balance due to the Crown."

Mr. NORTON said he would draw the Minister's attention to the title of one of the Acts as quoted in the 3rd subsection. There was evidently a mistake which required amending.

The PREMIER said he was obliged to the hon. gentleman for drawing attention to the error. If there was no previous amendment to be proposed, he would move that after the word "Act" in the 3rd line of the 3rd paragraph the following words be inserted—"of 1876 Amendment Act."

Question put and passed.

The COLONIAL TREASURER (Hon. J. R. Dickson) said he would point out in connection with clause 25 that there were under the Bill two forms of lease, one dating from 1st January and the other from 1st July. According to subsection 1, the rent of both of those leases was to be paid, as at present, on the 30th September in each year. He had been considering the position in connection with the Treasury, and he thought the clause would require amending. Hon. members would see that, if the clause was strictly adhered to, pastoral tenants would be paying, in some cases nine, and in other cases fifteen, months in advance, according to the time from which the lease dated. He proposed to introduce an amendment in the 3rd line of the 1st subsection, so that it should be stated definitely that the rent should be payable in advance; and he intended to follow that up by proposing a new subsection, to come in after subsection 1, making all the rents commence from the 1st of January, as was the case at the present time. In that case the payments to the Treasury on the 30th September would represent the rental for the year from the 1st January. That would prevent a considerable amount of confusion, and would avoid complications likely to arise from the two leases having a different date.

Mr. MOREHEAD: Under existing circumstances the year ends on the 30th June.

The COLONIAL TREASURER said the first amendment he would move would be the insertion of the words "in advance" after the word "payable" on the 31st line.

Mr. MOREHEAD: There may be some amendments before that.

The COLONIAL TREASURER: If so, I will withdraw the amendment for a time.

Mr. DONALDSON said the clause was a very long one, and one that would require the serious consideration of the Committee before it was passed. He should like to see a few verbal amendments put in, and he should now briefly refer to each of the objections he had to the clause, and further on he should take the opportunity, if it were not done by some other hon. member, of proposing certain amendments. He found by the 3rd paragraph of the clause that every lease was, in the case of runs held under certain Acts mentioned, to be for a term of ten years, "and in other cases for the term of fifteen years, from the first day of January or first day of July nearest to the date of the notification in the *Gazette* of the order of the board confirming the division." With regard to the term of fifteen years, he hardly thought that was quite long enough. The Committee would bear in mind that one-half the runs, according to the preceding clause, would be resumed for grazing farms or agricultural settlement, as the case might be. He said one-half, because practically it amounted to that. He did not think there were many runs that would come within the Act that had not been taken up for twenty years. There might be a few taken up only for fifteen years, and where only one-third or one-fourth would be resumed; and in those cases they would be found to be of inferior quality, and not likely to be settled upon by either an agriculturist or a grazing farmer. On the other hand, in the case of all the runs of good quality, one-half was nearly certain to be resumed, because it would be the lands of the best quality that would be taken up first, and they might take it that one-half would be resumed in those cases. Those runs had at the present time not less than six years, and in some cases ten years, of their present tenure to run, and he thought it would be only wise to give an extension of lease of from fifteen to twenty years as an inducement to the present pastoral tenants to come under the Bill. Because, where they had only ten years to run, the probability was they might prefer to remain under the Act they were under now, and take all the chances referred to in the discussion of the previous clause. If the run was resumed under the Act of 1869, compensation was allowed for improvements—the same as under the present Bill—and the only consequence the lessee would have to risk if he refused to come under the Bill was, in case his land was of inferior quality, he would not get equal compensation for his improvements when his lease fell in. He thought it was not considered desirable by that Committee that the pastoral lessees of the country should be deprived of their holdings until they were wanted for the purpose of promoting settlement, and for the next ten years certainly not more than half of the runs of the country would be required for settlement. He trusted the concession he asked for would be granted. Further on he found, in subsection 3, that in the case of certain runs the rent payable for the first five years of the term of the lease was to be "at a rate to be determined by the board, and not exceeding 90s. and not less than 20s. per square mile." The rent according to that was to be fixed by the board, and it could be any amount between 90s. and 20s. In speaking upon that question on the second reading of the Bill, he had pointed out that in the case of a great deal of inferior land in the country a rent of 20s. per square mile could not be paid. He trusted the amount would be reduced to 10s. He had an objection also to 90s. as the maximum, as he really thought it was a good deal too high. But as it was within the discretion of the board to fix the amount, and as they would hardly make it more than could possibly be paid, he would not persevere in an amendment upon the word "ninety." He should, however, take an opportunity of moving that the word "ten" be inserted instead of the word "twenty." Then, with regard to the renewal of a lease, under subsection 6—

> "In the case of runs held under the Settled Districts Pastoral Leases Act of 1876 Amendment Act of 1882, the annual rent for the second period of five years shall not be less than sixty shillings per square mile; and in the case of other runs, the rent for the second and third periods of five years shall not be less than forty shillings and sixty shillings per square mile, respectively."

If it was the determination of the Committee to adhere to a fixed rental he did not think they should go beyond 40s. in the case of runs held under the Settled Districts Pastoral Leases Act, as with the previous resumptions the eyes of the country were picked out, and only the inferior lands left. With regard to other runs, he thought, instead of fixing the amount at 40s. and 60s. as stated, it would be better to have it increased by a percentage upon the previous rental, as he noticed was proposed in clause 53 in respect to grazing farms, and in which it was stated the increase of rent should not be less than 10 per cent. He thought it would be a wise course to make a similar provision to apply to subsection 6 of that clause. Subsection (*c*) referred

to "the distance of the holding from railway or water carriage." As he read that, it was intended to convey the meaning that the cost of carriage to the nearest seaport was to be taken into consideration when the rents were being fixed. But as the matter was to be administered by the board they might give some rigid interpretation to the Bill which was never intended by that Committee; he would like, therefore, to see some addition to it to make it read clearly that the cost of carriage to ports should be taken into consideration in fixing the rental of runs. For instance, in the case of two stations, one 100 miles from a port and another 500 miles, and both otherwise equal, the board might fix the same rental to be paid for each, whereas the cost of carriage from the one would be very much greater than from the other. He therefore considered it would an advantage if the clause were made a little more clear. On the 25th line he begged to move——

Mr. MOREHEAD said he intended to move an amendment previous to that. Before they went further he should like to hear from the Minister for Lands whether it was intended to continue the distinction between the leases in what were known as the settled districts and the unsettled districts, the term of lease in the former being ten years, whereas in the latter it was fifteen years. That was a distinction which he thought should never have been made, and he was of opinion that the same tenure should be given in each case. He should like, therefore, to hear from the Minister for Lands whether he was prepared to accept an amendment in that direction. Clause 19 gave full power to resume land in either the settled or the unsettled districts if it were wanted. The settled districts had for many years been handicapped. Not only had they suffered from unfairly the loss of country, which had been thrown open for selection, but for the balance the lessees had had to pay a high rent; and he thought it was time that injustice was removed. He hoped, therefore, the Government would see their way to accept an amendment of that kind.

The MINISTER FOR LANDS said that the settled districts were on the coast-line, and therefore that part of the country would most likely be first required for occupation. There must be an arbitrary line somewhere; and if there was any division at all that of the settled and unsettled districts would have to be adopted, and the tenure of those runs in the settled districts must be distinct from those outside the line in the unsettled districts. It might be strange that an arbitrary line of that kind should in earlier times have been laid down; but there was greater need for it under the present Bill than under any previous one. For that reason he could not consent to any alteration being made in that respect.

The PREMIER said that, in addition to the reason given by his colleague, there was a very sound reason why the distinction should be continued. It was only two years since the lessees of runs in the settled districts gave themselves an extension of ten years without competition. The Government proposed to give them ten years, and he did not think that any further extension should be allowed. He protested most vehemently at the time against that extension, and he thought that giving the lessees another ten years' tenure would be giving very good terms indeed; they would be more liberally treated under the provisions of that Bill than any other pastoral tenants in the colony.

Mr. MOREHEAD said he would point out that the names—settled and unsettled districts, as they were called—had ceased to exist. In the interior, half the runs were to be thrown open for selection, and if there was to be any selection there at all—and he assumed that the Government thought that there was to be both selection and settlement—it would be their duty to encourage that settlement away from the coast-line. In that way selection would not be specially confined to what had been called the settled districts. There was nothing in the argument of the Premier. The leases of the whole of the runs should be treated alike, and as one important whole. They ought to do away with those distinctions, which were very conflicting, and likewise very puzzling to those who came into the colony prepared to take up land. The simpler the land laws were made the better. That arbitrary barrier ought to be knocked down, and the same tenure given to all the pastoral leaseholders within the schedule.

Mr. ARCHER said he thought that what had fallen from the hon. member for Balonne should be favourably considered. There was no doubt that the settled districts had suffered a great deal more than others. They certainly had got an extension of their leases. He supported that because he knew that it was simply to induce people to take up land the rent of which had not been paid. He remembered that the present Minister for Works said at that time that it was absurd to expect people to make improvements if they did not get a renewal of their leases. The Premier had just said that the Crown lessees had given themselves another ten years lease. That was not a very nice way of putting it. It was not they who did it at all; they had very few representatives in that House. He himself was not one of them; he had no interest in any run in the country now, nor had he at that time either. He supported the extension simply because it would be an advantage to the country if the leases were of such a length as would induce lessees to make use of the land. He thought the proposal of the hon. member for Balonne was an exceedingly reasonable one. If the arbitrary line were abolished he did not see why the Government should not consent to make the tenure the same in all cases.

The PREMIER said he would like to remind the hon. member of what, perhaps, he had forgotten—that the leases of the runs in the settled districts were first created under the Act of 1868, when half the runs were resumed and a ten years' lease given to the remainder, resumable under a resolution of both Houses of Parliament. At that time there was no suggestion of any renewal after that. All those leases expired in 1878, and the title of the lessees was then absolutely ended. Anything they had got since then was the result of consideration shown then. Some people seemed to think that they were entitled to have their leases renewed for ever. Parliament in 1876—very much for the purpose of letting it be distinctly put upon the Statute-book that they had no right to renewal—passed the Settled Districts Pastoral Leases Act of 1876, giving the squatters leases for five years, subject to selection being allowed all over the runs. The lessees were in fact tenants at will, and their land was liable to be taken at any moment as required. While those five years' leases were running, the late Government gave them an extension from five to fifteen years. He did not think that anybody could fairly say that they had not received fair play, for they actually got fifteen years' leases in addition to their tenure under the Act of 1868. What was proposed in the Bill before the Committee was very fair indeed; it was most favourable to the pastoral tenants,

The proposal was to give them a lease—an absolute lease—for ten years, not subject to selection or anything else. They were getting even more favourable terms than the pastoral tenants in the unsettled districts, if there was any difference between the two. Under the Bill the mode of dealing with the land was the same in both cases, the only difference being that the leases in the settled districts were for ten years, while those in the unsettled districts were for fifteen years; and he thought the reason he had given for that difference was a very sound one.

Mr. MOREHEAD said the Premier had hardly stated the whole case with regard to leases in the settled districts. In the year 1878, half the runs were taken away from the lessees. What had happened since then under the Settled Districts Pastoral Leases Act, which it was now proposed to repeal? Why, speaking roughly, the tenants had paid about three to one for each square mile held by them, as compared with those who took up their runs under the Act of 1869. And, in addition to that, the half of the remainder of their runs had been taken away from them. So that, altogether, they had had three-fourths of their runs taken away from them, and they had at the same time an immensely larger rental than was resumed from those who held leases in the unsettled districts under the Pastoral Leases Act of 1869. He thought the hon. gentleman had not touched the argument he brought forward—namely, that the same consideration should be shown to the Crown tenant in the settled districts as was shown to the lessee in the unsettled districts. If selection was to go on in the manner proposed by means of 20,000-acre grazing farms, it would not be in the coast districts; it would be in the interior of the colony. They should deal equally with all the pastoral tenants; and he did not think they would be acting justly in giving lessees in the settled districts leases for ten years, and to those in the unsettled districts leases for fifteen years. In his opinion, the clause should be amended by the omission of the words "for the term of ten years."

The PREMIER said he had omitted one very important point just now. When he spoke about the lessees who held their runs under the Act of 1868 having half their runs renewed under the Act of 1876, he was wrong. By the Act of 1876 the leases were sold by auction. The leases granted under the Act of 1868 were entirely at an end, and they were sold by auction—in fact, the country made a fresh start. The Government then in power were determined to break down the opinion that the lessees were entitled to a perpetual tenure; they determined that when the leases came to an end it should be recognised that they had come to an end. The leases were therefore sold by auction, as he had already stated. The result was that the former tenants got the same land, but it was under a new lease. The leases they had now were leases that they had bought at auction for five years, but which had since been extended without competition for fifteen years.

Mr. SCOTT said he could not see that there was any advantage in making the term of the leases in the unsettled districts longer than those held in the settled districts. Many leaseholders in the settled districts had recently got leases for ten years, and when they came under that Bill half their runs would be resumed, and they would receive a ten years' lease for the remainder. In the unsettled districts the leases in many instances would expire in a few years, and the holders in those cases would receive a lease for fifteen years, and only one-fourth of their runs would be resumed. The arrangement did not appear to be a fair one.

Mr. STEVENSON said it was quite true, as the Premier had pointed out, that the leases were supposed to be at an end under the Settled Districts Pastoral Leases Act of 1876, and that they were put up to auction. But hon. members on that side did not argue that the present lessees had a particular claim on the Government any more than any other tenants. What he wished to hear was the reason for making a difference in the tenure between runs in the settled and in the unsettled districts? The question was not whether the lessees in the settled districts had any particular claim to consideration, but whether it was better for the State if the whole of the land would not be required for settlement as the Minister for Lands had stated, that a difference should be made in the leases? He could see why a difference should exist before, because a great deal of land was required for sugar selections. As far as he could see there was not likely to be any land taken up as sugar selections, and for any other purpose the land outside what were called the settled districts was just as likely to be taken up as the land within them. There was, therefore, no reason why any distinction should be made between those two parts of the colony; more especially as the land in the unsettled districts was, perhaps, more valuable for pastoral purposes, and would, consequently, be in greater demand for grazing farms. The people in the settled districts had for years been paying higher rents than those in the unsettled districts, and it was only fair that their tenure under the Bill should be as long.

The MINISTER FOR LANDS said that, as he had before explained, more land was likely to be required for settlement in the settled districts than in the unsettled districts, on account of its being nearer ports and large centres of population; and that being the case it would not be right to give the pastoral tenants there a larger tenure then ten years. Inferior country near the coast-line and markets was likely to be more rapidly taken up than better land further afield. That would more especially be the case with small men, and probably more land would be required there within ten years than would be available if the larger tenure were given. It was simply a question of how much land was likely to be required for settlement within a certain time.

Mr. MOREHEAD said that if the Land Bill were to last for nine years—which would certainly be a novelty in the land legislation of the colony—at the end of that time they would have to legislate afresh for the land held under the ten years' tenure; and it would be much more simple, and would save future complications, to make the tenure of both parts of the country alike. That was a serious point and one which should be considered.

Mr. PALMER said that owners of pastoral properties had often told him that they would far rather have a run in the settled districts, near the coast, than a run in the far West, on account of obvious advantages that were attached to the former. It was certain that persons wishing to take up grazing farms would take them up in the settled districts where carriage was cheap, communication good, and where they were within easy reach of a market rather than venture out into the unsettled districts. He could not see that the extra rents that were being paid in the settled districts had in any way kept those runs back from settlement, and it was well known that objections had often been made against settlement on the western lands.

Mr. STEVENSON said he would remind the Minister for Lands that the best coast lands were already selected, and that in the future there was not likely to be the same demand for

them for purposes of settlement that there had been in the past. Therefore, considering that only the poorest of those lands were left, it would be only fair to give the lessees a fifteen years' tenure—or the same that was given to lessees in the unsettled districts.

The MINISTER FOR LANDS said he had omitted to answer a question put by the hon. member for Warrego, who thought it would be only right to give a twenty years' tenure, instead of a fifteen years' tenure, in the unsettled districts. That was a matter that could only be decided in accordance with the probable requirements of the colony. The Government were not actually wedded to any particular term of lease, since the lessee was liable to a continuously increasing rent. The question was, whether the land would probably be required under the Bill for settlement at the end of fifteen years and before the end of twenty years. If there should be a demand for that land for grazing farms before the termination of the latter period, it would be an oversight now to prevent settlement by giving the lessees a twenty years' tenure absolutely. If there were any means by which provision could be made for the extension of a lease for another five years, if the land was not wanted at the end of fifteen years, it would be worth considering.

Mr. MOREHEAD said it must be quite patent to everybody that if that land were not utilised within the next fifteen or twenty years the Government could extend the schedule. Surely it was not intended that the lands that were scheduled were the only lands to be thrown open for fifteen years! The extension of the schedule would meet all requirements, and he thought that the suggestion of the hon. member for Warrego was a very fair one. Considering how much the pastoral tenant was asked to give up and how little he was getting, there should not be so much cavilling on the part of the Government; more especially as the schedule did not embrace one-third of the country. He hoped the Minister for Lands would accept the amendment.

The MINISTER FOR LANDS said he would point out that the extension of the schedule might possibly mean a term of occupation for twenty-five or thirty years, because the extension of the schedule to lands inland, towards the South Australian border, might not take place for eight or ten years, and then the division of runs and resumption of one part would take place. That added to the twenty years' lease would give thirty years.

Mr. MOREHEAD said that the same argument could be applied to the lands at present outside the schedule. The same necessity would arise, and the same method of dealing with the necessity would have to be taken.

Mr. DONALDSON said he had understood the Minister for Lands to say that the chief objection of the Government to the extension of the period to twenty years was the fact that they were not now aware whether that land would be required or not. That was one reason why an extension of five years should be given. Further on the hon. gentleman said that in all probability lands outside the schedule might not come within the schedule for five or ten years. If such were the case, it proved to him most conclusively that settlement would not take up all the land. If land were required for settlement the schedule could be extended. But if there were no necessity for extending the schedule, it showed there was no demand for land; and if there was no demand for land it would not be asking too much to have the period extended for another five years. It was not with the intention of blocking settlement that he asked for that concession.

The PREMIER: We are at cross purposes.

Mr. DONALDSON said he understood the Minister for Lands to say that the chief objection of the Government to extending the period was that the land might be required for settlement in the meantime, and he went on further to say that probably the extension to twenty years would really mean giving a lease for the next thirty years. If such were the case it was simply because the demands of settlement were not sufficient to ask for those lands; that seemed to be the objection. The Land Bill would be a greater success than any member could for a moment anticipate if half the lands of the colony were taken up within the next twenty years. They could hardly expect it to be so successful as that, and he did not believe such a large amount of settlement would take place under it. He hoped there would not be any objection to extending the period. He moved that in the 25th line the word "fifteen" be omitted with a view of inserting the word "twenty."

Amendment put.

The MINISTER FOR LANDS said that the hon. member for Warrego had stated that, if an extension of the schedule were not necessary to make a larger extent of land available for settlement, it would show that the land was not required so soon as was anticipated. By limiting the period to fifteen years he must remember that other things had to keep pace with settlement. The advance of settlement must be to a great extent co-existent with the extension of other kinds of settlement—the extension of railway communication, to enable small men to take up country. They might throw open that outside land to-morrow in 20,000 acre lots, and he did not suppose there would be half-a-dozen men who would care to touch it at all. It could only be settled in those places where there were opportunities of railway carriage or other conveniences. The gradual settlement of people of the same class in the country would enable them to occupy land, so that extension of settlement would have to keep pace with the extension of railways, etc. If they were advanced as fast as settlement progressed, the extension of the schedule would meet all difficulties at once. That was one reason why the extension of the term should not be made beyond fifteen years.

Mr. NORTON said that, in referring to the proposal of the hon. member for Warrego to extend the leases of portions of runs to twenty years, he thought that the Minister for Lands had given a very good reason why there should be no schedule at all. He pointed that out the other night, but did not know whether the hon. gentleman understood what he was referring to—whether he had made himself clear. The Minister for Lands said the objection to extending the lease was that, if the schedule were extended, the runs outside of it at present, or some of them, might not be brought in for the next ten years—that some runs now outside the schedule might not fall in within the next ten years. Then they would be subdivided, and if the term provided in the Bill for the portion of the run not resumed were extended to twenty years, it would not be available for thirty years from the present time. Under the present Bill, anyone outside the schedule might bring himself within it under the 5th clause, which provided that he could do so, after having given notice of his desire. He could go on until his lease was nearly up, however long that might be, and then he would apply to be brought under the Bill, and would come in the same

as those who were in the schedule now. He did not know how long the present leases extended, but presumed some of them would run for about eighteen years in the unsettled districts—at any rate, for fifteen years. In the case of a run, the lease of which now had fifteen years to run, the lessee might wait quietly enjoying his lease until his time was nearly expired; and presuming the Bill to be in force, and he had not been brought under the schedule in the meantime, he then put in his application to be brought under the Bill. When he put in his application his run was divided, and he then got the extended lease which the Bill provided; so that if he had fifteen years to run, and waited till the end of that time, the run was divided, and he got fifteen years more—thirty years altogether. That appeared to be a strong argument against having a schedule at all.

Mr. STEVENSON said he did not lay very much stress on the amendment, because he did not believe there could be such a thing as an indefeasible tenure in the colony under the present system of government. When a demand arose for the land it would be taken from the squatter. At the same time the extension of the term might be a good thing, because people at a distance with money to lend would be more likely to lend it on a twenty years' lease than a fifteen years' lease, and so more capital would probably be introduced into the colony. Whilst it did not matter directly one bit to the landholders, still he was satisfied it would be to the advantage of the colony, and not to its disadvantage. He did not think the Minister for Lands need object very much to a twenty years' lease, because he had once talked himself of a fifty years' lease, so that it would not be much of a concession on his part.

Mr. MIDGLEY said that the question raised by the last speaker as to the squatters' leases to be given under the Bill was a very important one. It would be an assistance to hon. members on that side of the Committee, especially in dealing with the amendment of the hon. member for Warrego, if they knew definitely the intentions of the Government with regard to the 98th clause. They had understood all through that the squatter was to have an indefeasible lease of a portion of his run; but the 98th and 99th clauses undermined all that. It seemed to be humbugging — for want of a better term — the whole arrangement. The squatters were to lose part of their runs, and their rents were to be increased, under the pretence that they would have security of tenure. If the squatter was to get security of tenure he should certainly not vote for giving him a twenty years' lease—he would prefer ten to twenty years. It would be a great assistance to hon. members to know the intentions of the Government with regard to the 98th clause, and the amendment the hon. member for Darling Downs had proposed with regard to it.

The PREMIER said the 98th clause was very plain and distinct indeed. The leases given under the Bill were just as good as freehold for the time they lasted. The 98th clause provided that the whole or any part of a holding might be resumed on the recommendation of the board; but the lessee would then be entitled to compensation for the lease, and also for his improvements. It was just the same as in the case of land taken for railway purposes or any other public purposes. It was impossible to say now for what purposes it might be taken — perhaps for railways, perhaps for canals—though he did not suppose that was likely—perhaps for townships, perhaps for mining purposes—which was extremely probable. When it was taken, full compensation was to be paid; that was, a sum fairly representing the value of the whole or of the part resumed to an incoming purchaser of the whole or of that part for the remainder of the term of the lease. That made the tenure as good as a freehold so long as it lasted. Under those circumstances he thought a fifteen years' lease was sufficiently long. At the expiration of that time, if the land were not wanted, the tenant was not likely to be disturbed. He confidently anticipated that in the great majority of cases the land would be required in fifteen years' time, and he thought it would be a great mistake to put any obstacle in the way of settlement by extending the term now. As to extending the schedule, it did not seem to him desirable to scatter settlement in isolated patches separated by large tracts of country.

Mr. MOREHEAD said the hon. gentleman told them the leases given by the Bill would be as good as freehold so long as they lasted. Would the hon. gentleman tell them what would be the effect on the leases if the Act were repealed? He took it that a clause in the Repealing Act annulling the leases would be quite legal. If one Legislature could destroy a pre-emptive right, another Legislature could certainly destroy any leasehold tenure created by Parliament.

The PREMIER said that probably the Parliament had power to resume the whole of the freehold land of the colony without paying any compensation.

The HON. J. M. MACROSSAN: It has that power.

The PREMIER said he did not think there was any probability of Parliament doing so. It had power to appropriate any man's property, but it was a power never exercised. It was the same power that the State had to repudiate its debts, but it was never exercised, and not worth considering. As to whether a Parliament could do so, he did not think that any European Parliament had ever taken away any right from a man without giving compensation.

Mr. MOREHEAD: How about the pre-emptive right?

The PREMIER: The hon. member said, "How about the pre-emptive right?" That depended upon whether there was one.

Mr. MOREHEAD: You admitted it.

The PREMIER said they had said there was no such right.

Mr. MOREHEAD: What is the meaning of the 55th clause?

Mr. NORTON said he understood the Premier to say that if the land was not required at the end of fifteen years the tenure would be undisturbed. If that was the case, he would ask what guarantee the lessee had that he would not be disturbed, because it appeared to him that by coming under the Bill when it became law the lessee placed himself in exactly the same position as the lessees in the settled districts were in now. Their lease was a new lease and entirely distinct from any lease held before. Well, the same argument applied in this case. Any lessee in the schedule who came under the Bill was in the same position. Therefore at the end of fifteen years, if his right was to be conceded, there was no provision made for extending the lease. It appeared to him to be superfluous to state that if the land was not required at the end of fifteen years the lessee would be undisturbed. He might be left undisturbed or he might not.

Mr. STEVENSON said the Minister for Lands, in reply to the hon. member for Warrego—who pointed out that the difficulty might be got over if there was not enough land in the schedule

to last for twenty years by the extension of the schedule—said the facilities for traffic would have to be increased. If the Minister looked at the map he would find that a great portion of the country outside the schedule was a great deal nearer water carriage than that inside of it. He did not see why the difficulty could not be got over in the way suggested. The Gulf country had far more facilities in the way of carriage than two-thirds of the land included in the schedule. Both the Premier and Minister for Lands had, when before their constituents, talked about giving extended leases. The Minister for Lands once talked about giving a tenure for fifty years; while the Premier, in his public addresses, distinctly promised, or rather suggested, that a fair lease would be for twenty-one years for the half of the run. He (Mr. Stevenson) did not think it would be any great concession on the part of the Government to give way to the hon. member for Warrego; the only advantage to be gained being that upon a lease for twenty years it would be more easy to raise money than upon one for only fifteen years.

Mr. MOREHEAD said the Minister for Lands had forgotten one thing when he said that, if they were assured of those outside the schedule getting railway communication, that would be really an argument in favour of extending the schedule. What was the reason for introducing the Bill at all? They were told by every member of the Ministry that the Bill was to provide interest, by getting an increased rent from the Crown lands, upon nine millions of money to be borrowed for the purpose of extending the railways. If those railways were extended in that manner he assumed they would be, they certainly would bring those men at present outside the schedule within a reasonable distance of railway communication. Therefore, if the Minister for Lands' policy was to be carried out, there could be no difficulty arising through adopting the amendment; and if settlement was to go on the lines laid down in the measure the extension of the schedule would become a necessity.

Mr. NELSON said he took exception to the statement that a lease under the Bill was as good as a freehold, and he could not conceive that anyone could believe such a thing. He knew that from time immemorial—ever since Separation—a Queensland lease had been regarded as a piece of paper of very little value.

The PREMIER: That will be altered now.

Mr. NELSON said it had never had any value in the market, and no money was advanced upon it. He was certain the Bill was not going to increase the value of the leases one bit more. Certainly it provided for compensation, but they would have to go to law to obtain it, and when they had to do that, it was better to forego the compensation. That was the only difference between the present Bill and former Bills—lessees were now supposed to be in a position in which they could sue the Government. He looked upon the 6th clause as a caution to all future lessees, that their leases, whenever it suited the interest of the landlord—that was the Parliament—would be tampered with; because it was distinctly admitted by all hon. members on the other side that there was at least a moral right in the pre-emptive right, and that there was a permissive right everybody admitted. Here they had a precedent established which would be made use of in the future. He had no faith whatever in Queensland leases. When the late Government came into power, by some extraordinary means those leases became more marketable; but since then they had gone down in value considerably. He was quite satisfied that the leases under the Bill would be of no more value than they were formerly, as he did not see what was to make them of any value. All previous leases granted by previous Land Bills were supposed to be good leases, but they had turned out to be of no value to the tenant. With regard to the freehold tenure, they had a different thing to deal with. The freeholder had got the whole of the British nation at his back, because freeholds had been firmly established. There could be no quibbling about them, and there could be no question as to whether it was "may" or "shall," or whether that right was permissive. It was a thing that had been established for years and years, and could not be disputed. But the clause under discussion was very different. It was a clause that might be made use of in the very same way as the 55th clause of the existing Act. Therefore, with regard to that amendment, he did not care whether it was "fifteen," "twenty," or "five" years, and he would vote for "five" years just as soon as for "twenty" or "fifteen."

The MINISTER FOR LANDS said he was surprised at the idea which the hon. gentleman had taken of the value of leases. He appeared to want the leases to be given under the Bill to give pre-emptive privileges.

Mr. NELSON: No; the advantages of leasing under the Act of 1869.

The MINISTER FOR LANDS said that it was the same as in the case of private persons; if a man took land on a lease of fifty years, and a person bought it before the time had expired, he would have to pay for the balance of the lease. The hon. gentleman had compared the action of the Government in the pre-emptive matter, to the probable dealing of some future Government with the leases under this Bill. All he had to say to that was that, if the leases under that Bill were used in the way the pre-emptive was, he hoped the Government would not permit any lessees to deal with it in that way, and he had no doubt they would come in and protect the country from the misuse of such a clause as the pre-emptive clause was. The question evidently still remained as to whether there was a pre-emptive right or not. The present Government had all along maintained that there was not.

Mr. MOREHEAD: Yes; and that is why you repealed it.

The MINISTER FOR LANDS said he did not think anyone could mislead himself or anyone else into the belief that, according to that Bill, the value would not have to be calculated according to the time the lease would have to run. It would be just the same as in the case of dealings of that kind among private persons; though, of course, the Government always had the right of resumption, and then they proposed to pay for the value of improvements.

Mr. GOVETT said, with regard to the proposed fifteen years' lease, he thought the Government might very well make it twenty years. At the same time, while the maximum rent was fixed as high as 90s. a square mile, it was very little odds what the term of the lease might be, because after the first term of five years the board might put on any rent they liked. A lease of that kind was not of any great value when such a rent might be put on after the first term of five years as would make the land of no value at all. He thought the Minister for Lands might very well reduce the maximum of 90s. a square mile. Then, again, the fixing of the rent for the second term should not be left to the board, but a maximum for the second and third terms of five years should be fixed now, so that people would have something to go upon. The rent fixed for the first term might be right enough, and might not be too high; but the holder, who would be building upon the

idea of a lease for fifteen years, might find all at once that the board put such a rent on his holding for the second term that he would rather throw it up; and then he would forfeit all improvements. The present holder, who had got improvements made and his stock to deal with, was put in a very much worse position than some stranger who did not know anything about the value of the run at all. The stranger might say he would take the run at the rental fixed, while the present holder would have to go out because he would know that he could not afford to pay the rent fixed. Again, there was another matter for consideration in the 8th subsection in respect to the rent to be paid pending assessment. That was a most unjust section of the clause, to call upon the holder to pay arrears of rent. If the board took a long time to fix the rent the holder should not be called upon to pay any more than the original rent up to the time the new rent was fixed. It might happen that the board would not be able to fix upon the rent to be paid for twelve or eighteen months, and it would be very hard to call upon the holder to pay the arrears of rent when it was no fault of his that the new rent was not fixed at once.

Mr. PALMER said, in connection with the objection raised on the other side as to land being required for settlement before the expiration of fifteen years, he would call attention to the state of things existing in the sister colony of New South Wales, where there was nearly four times the population they had in Queensland and only about one-half the area. There were portions of New South Wales quite as unsettled as the western parts of Queensland, showing that, even with a greater extension of time than was proposed in the leases under the Bill, there would not be any want of land for settlement in the western parts of Queensland, or even in the case of runs within the schedule. There was a great deal to be said in support of the argument of the hon. member for Normanby, when he spoke of the fact of a twenty years' lease being of far greater importance than a lease for only fifteen years, in the eyes of those who advanced money on stations. A twenty years' lease was far more conducive to the making of permanent improvements on the lands. A person having the idea that his runs might be resumed, or that he might be eased of his lease, would not take any great interest in improving it. It should also be taken into consideration that it would take some time more than five years before the present lessees would recover from the losses they had suffered during the present drought. They might not recover within five or even ten years. Many men during the present drought had really lost the earnings of a lifetime, through no fault of their own, but through the adverse seasons they had passed through. He was quite satisfied that, while the extension of the lease would be in no way detrimental to the colony, it would be a lasting benefit to the pastoral tenants. The lands could always be resumed when necessary, and he was sure the squatters would be the last to object to their runs being resumed if they were actually wanted for settlement. The Committee would not be departing in any way from the principles of the Bill, or the Minister for Lands either, by extending the term of the leases. Subsection 6 should receive the serious consideration of the Committee, because means were provided under it for ruining all the settlers in the colony of Queensland, as no maximum was fixed for the rent to be paid during the second or third periods of five years. The Minister for Lands could never have meant the clause to read as it did.

The HON. J. M. MACROSSAN said he thought the amendment of the hon. member for Warrego was rather too important to be allowed to be put without a little more discussion. It might be convenient for him to say a few words as to the lease which at present existed, and which had always existed in Queensland; and not only in Queensland, but all over Australia. Pastoral leases in every colony of Australia had been of a similar character. He admitted the force of the argument used by the hon. member for Normanby, when he said that it did not matter to the present lessees whether the lease was for a short or a long term, but it mattered a great deal to the person who was going to lend money, and consequently in that way it mattered a good deal to the person holding the lease, or the lessee. That was one view of the question, and it was one which was certainly favourable to the extension of the lease. Now, however, the Government were going to give another kind of lease to that which had hitherto existed in the colony; and it became not a question between the lessee and the person who was lending money, but between the lessee and the Government. The Committee had been told by the Minister for Lands that the lease they were about to give now was as good as a freehold; and by the Premier that it was the same as a freehold so long as it lasted. What had the squatters done that that Committee should so favour them as to make their leases over the whole of the land included within the red line in the schedule as good as freehold? Did hon. members consider what they were about to do? He was afraid they had not thought seriously over the Bill, or they would pause before they gave to the Government power to confer upon the lessees what was as good as a freehold over the whole colony. The Committee ought to be guided to a certain extent not only by the experience in Queensland, but by that in other colonies. At the present time in New South Wales the Government had passed, or almost passed, a new Land Bill. The leases existing in that colony previous to the passing of the Bill which had just become law were of an inferior character to the leases existing in this colony under the Act of 1869. Under the New South Wales Act of 1861, generally called the Free Selection Act, the squatter had no right to any portion of his run. Once a week a free selector could go on it and take any portion which was not selected by anybody else. Now they had altered that system, and they had taken away half of the runs in certain cases, and the squatters were given leases for different periods within the three different districts into which the colony was divided, the longest lease being for fourteen years; but they had in no case given by that lease the improvements which the squatter might erect upon the run during his occupation of it. Now what were the Government of this colony about to do? They were about to give not only a lease for fifteen years, and all the improvements which the squatter might erect upon the land during his occupation of it, but they also proposed to compensate him if they ever, for any public purpose, took that lease away from him before the expiration of fifteen years. Had any hon. member attempted to calculate what might be the value of the improvements upon those runs at the end of fifteen years, the period for which they were going to give a lease, or at the end of the twenty years which they were asked to give by the hon. member for Warrego? The gentleman in the Legislative Council of New South Wales who had charge of the Land Bill there had a good deal of information to give that House —much more, he (Hon. J. M. Macrossan) was

sorry to say, than that Committee had received from the Minister for Lands. The hon. gentleman to whom he referred stated that the number of acres which were to be brought under the operation of the Land Bill in New South Wales was 160,000,000; and he distinctly informed the House that upon those 160,000,000 acres there were at the present time £40,000,000 worth of improvements in fencing alone; £5,000,000 worth of dams, tanks, and wells; and many million pounds' worth of improvements in buildings and machinery. If the improvements, under such leases as the squatters in that colony held, were so valuable, what might they expect in Queensland at the end of fifteen years under the leases which were proposed to be given under the Bill before the Committee? He said that the improvements which they would be compelled to purchase from the lessees would be more—twice, three times more—than the increased rental which would be received from them from the present time until the expiration of their leases. Would hon. gentlemen tell him that that was a good thing for the country to do? Would hon. gentlemen tell him that it was being done in the interest of settlement, or of anybody in the country except the pastoral lessees themselves? He objected so much to that Bill that, if he could get any hon. members in that Committee—he did not care on which side they sat—to assist him, he would oppose it to the bitter end, and prevent it becoming law. He contended that they had no right to impose such a burden upon the people of the colony as that measure would impose, without consulting them. The people did not understand the burden which it was proposed to put upon them in favour of the lessees. The Committee were now asked to increase that, by extending the leases for five years longer than the time mentioned in the Bill. He would vote against twenty years; he would vote against fifteen years; he would vote against any term of lease giving the improvements which were given in that Bill, and also compensation for the resumption of the run. The value of the improvements on 160,000,000 acres in New South Wales amounted, in round numbers, to about 6s. an acre. If that was the value of runs under an inferior lease the improvements in this colony would be worth a great deal more. But taking 6s. an acre as the value of the improvements on the runs within the schedule of the Bill—he did not allude to those outside, or those which were likely to be brought under the provisions of the Bill during the next fifteen years—they would be worth £30,000,000. Would anyone tell him that they would receive £30,000,000 in rent during the next fifteen years? And they were actually going to make an arrangement of that kind under the pretence that they were doing good to the country. The squatter had never asked for such terms. Then why force the provisions of that measure upon them? He believed the pastoral tenants were quite willing to pay an additional rent. That was the sum and substance of the Bill. He believed the lessees were quite willing to pay an additional rent for an additional tenure, but not for such a tenure as the Government proposed to give them. They had never asked for it, and he said the Committee should never give it. He repeated that the sum and substance of that Bill was additional rent. Had land been required for the purpose of settlement the Act of 1869 gave the Government authority to resume enough for that object; but it was additional rent the Government wished to obtain. Then why did they not bring in a measure to impose additional rent, fixing the amount at whatever might be considered fair and equitable to the lessee and to the State? But no, they were actually giving what did not belong to them—for the people were the actual owners of the land; and the people had never been asked to consent to any such proposal as was contained in that Bill. He maintained that hon. members would be doing a great wrong if they assented to the proposition before them, and he hoped they would seriously consider the matter before going any further. He knew very well that many hon. members had not thought over it seriously. If they did, they would have spoken differently from what they had done. He did not think the hon. gentleman in charge of the Bill, or the Premier, had considered the question fully in all its true bearings, because if it had been intended to further settlement only—even grazing settlement—it could have been done under the Act of 1869, and in a way which would have given small graziers as good a chance as they would get under the present Bill. With regard to small graziers, it was only an experiment, and the experiment would have been much better tried by selecting one district and resuming the whole of the land in it, giving the pastoral lessee sufficient time to clear out; and then cutting up the land into small grazing farms. Under the Bill, the experiment would be tried with the original holders of the runs still existing, and occupying land alongside the land resumed; and the same thing would happen that happened under the Act of 1868—they would get the most of it; they would be the small graziers. Under the system suggested by him, the large men, having been swept away from one district, would not be there to dummy or select the small grazing farms. What he objected to was giving that great gift of millions of pounds to the pastoral lessees—given by the very people who had been all along, according to their own showing, the greatest enemies of the same pastoral lessees. As he had said before, if he could get four or five men to assist him in stopping the Bill—he did not wish to block it if he could alter it—in preventing the Bill from becoming law until the people had an opportunity of expressing an opinion upon it—he would do so. He certainly should oppose any extension of the fifteen years, and would far rather curtail the time to one year instead.

The MINISTER FOR LANDS said that from the hon. member's remarks it would appear as if he knew little or nothing about the grazing business or the occupation of a squatter. The hon. gentleman assumed that the Government had enough power under the Act of 1869 to resume all the land that could possibly be required for settlement. But what had been their past experience—the actual course adopted by each preceding Government? Nothing whatever had been done to meet the demands of settlement in any pastoral district in the colony. In fact everything possible had been done to block it. Land had been opened in such a way as to debar men from occupying it, or at prices which were absolutely prohibitory. Then the hon. gentleman asked, how would the country endure to pay for the enormous improvements that would have to be paid for when the leases fell in? Those improvements would be such as would represent money to those who had the land after the present lessees. They were not wasted improvements; they would be of equal value to those who held the land after them, but under different conditions. Squatters were not so foolish as to put up improvements which were not profitable. If they did so, then the State would have made a bad bargain; but no pastoral tenant would expend money on improvements which did not tend to the more profitable occupation of the land. If the improvements were anything like the value stated by the hon. gentleman—and he doubted the accuracy of his figures in matters of that kind—it

would show how necessary the present Bill was to give something like fixity of tenure to pastoral tenants to induce them so to improve their runs as to work them more satisfactorily and profitably. There were large pastoral holdings that were not worked with anything like a fair profit, because the lessees had not sufficient inducement to put up the necessary improvements to make them profitable. It was absurd to suppose that any pastoral tenant would make costly improvements simply for the purpose of compelling the Government to pay him for them after the expiration of his lease. All improvements represented an additional value to the State, whether worked by the present occupant or by men who came after him under a different tenure and different conditions. Men practically conversant with squatting knew that the New South Wales Land Bill was extremely deficient in that particular; that it gave a small holder 10,000 acres of land for fifteen years without recognising the value of his improvements when his lease terminated. The practical effect of that would be to settle the land with "cockatoo" settlers, with "water-holers"—men who would not improve their holdings at all, or men who, if they did make improvements, would take care to thoroughly exhaust them by the time their leases expired. The object of the present Bill, on the contrary, was to induce men to bring up their pastoral holdings to the highest pitch of perfection by putting up improvements and making the land profitable, not to themselves alone but to the men who might come after them. The New South Wales Bill did not recognise the value of the improvements of the pastoral tenant, and the consequence would be, as in the case of smaller men, that they would exhaust their improvements before their leases fell in; and then the land would be in the same condition, if not worse, that it was when the pastoral tenant first took it up. Under the Queensland Bill runs would be highly improved, because the lessee was protected to the extent of being recouped the cost of his improvements. It was a miserable, short-sighted policy—that recommended by the hon. member for Townsville. As to the question being relegated to the country, he believed the country had pretty well made up its mind as to the course the Legislature ought to take. There were men in the country, indeed, who understood the question even better than the hon. member for Townsville, who, from his last speech, was evidently perfectly ignorant of the subject of the grazing business, and was not aware that the erection of improvements on runs would tend to the interest of the country as well as to that of the occupiers.

Mr. MOREHEAD said the fact of the Minister for Lands saying that the hon. member for Townsville knew nothing about grazing, and did not understand the Bill, would not, he thought, have much effect upon the minds of hon. members who had heard the speeches of that hon. gentleman dealing with the subject. His speeches certainly showed a greater knowledge of the measure under discussion than any speeches from the other side, and possibly from his side either. The Minister for Lands did not at all attempt to grapple with the great question raised by the hon. member for Townsville. Nor did he think that the squatter was so anxious for the passing of the measure—that was, the ultra-squatter—with regard to compensation and extension of tenure. He did not think that they quite grasped what had fallen from the hon. member for Townsville. There were some squatters who reminded him of the dog that was crossing the stream with a piece of liver in his mouth, and when he saw the shadow of it in the water endeavoured to grasp it, and in trying to get it lost all. The ultra-squatters sometimes did that. They should be very chary in pushing their demands too far in the way of compensation, when they considered what had fallen from the Minister for Lands, who stated that the £30,000,000 mentioned by the hon. member for Townsville, for compensation, would be very much more at the end of fifteen years. As a matter of fact, that would come out of the pockets of the State; at any rate, in the first instance. Was it at all likely that, when that period arrived, the Parliament of the colony would be content to pay such an enormous sum of money for compensation for improvements to the tenants whose leases had terminated? The thing was too absurd. The existing law was that when a resumption took place, including improvements, no compensation was given at the time, but the pastoral lessee was allowed the use of the land until it was selected by some individual who paid for those improvements. As the Bill at present stood, at the end of fifteen or twenty years the country would be saddled with the payment of £30,000,000 or £40,000,000, or even £50,000,000, as compensation to the squatters whose leases had terminated. The squatters would be very unwise to go in for such a sweeping system as that, because he was certain that sooner or later the Legislature would step in and say, "This has been a bad bargain; we are not going to give you this; we cannot pay it, and we cannot borrow money to do so." The squatter would thus be left in the lurch altogether. He (Mr. Morehead) had always held that the elastic tenure was the proper one, and that was when the land was wanted it should be taken and put to a better purpose than the squatter was putting it to. That was the whole scope and tendency of the Act of 1869. If increased rent was wanted, why did not the Government come down and say to the squatters, "Pay more, and we will give you increased tenure"? The Minister for Lands went further, and said that, when the present leases terminated and compensation had been given by the Government, the lands would be in a highly improved state, and that persons coming in would have a growing concern, but nobody but a capitalist could go and pay such a large sum of money to the State as had already been paid by the State to the outgoing tenant. Small men had no chance. The very men whom the hon. Minister for Lands pretended the Bill was introduced for would not have the slightest chance of obtaining any land in the colony. If that argument was worth anything at all it was only worth as much as he had said. The squatters would improve the lands so as to get the most they could out of them, and properly so. The only class who could take up land would be the wealthy, moneyed class, the introduction of which into the colony the hon. gentleman so much condemned. There could be no getting outside that argument. He hoped that whilst there was yet time the Government would go back to an elastic tenure like that which was enjoyed with benefit to the squatters and to the people generally at present, even with a small increase in the price of land, if necessary.

The HON. J. M. MACROSSAN said the Minister for Lands accused him of not understanding the Bill. He certainly was not a grazier; but he understood the term "grazing" as it appeared in an Act of Parliament. He had stated that the small grazing farms of the Bill were an experiment.

The MINISTER FOR LANDS: No.

The HON. J. M. MACROSSAN said it was so, and the hon. Minister for Lands knew it had

never been tried before. Without reference to the actions of previous Governments, it was a matter of indifference to him what they had been. He said that if an experiment was to have been tried, it should not have been tried in a Bill of the kind before them. It was no argument to say that because he did not understand grazing, therefore he did not understand the Bill. If a man had to be a grazier to understand it, there were few members in the Committee who did understand it. The hon. gentleman said he doubted his figures. It was simply because he was ignorant that he did so, and simply because he had not gone into the question as he ought to have done. That was why his colleague the Colonial Treasurer doubted some figures he (Hon. J. M. Macrossan) had quoted some weeks ago; and he was very glum about them a few days afterwards. Let him read the speech delivered by Mr. Dalley, in the Legislative Council of New South Wales, when he introduced the Bill on its second reading, and he would find the statements he (Hon. J. M. Macrossan) quoted were made by him. He said that £40,000,000 was the value of fencing on 160,000,000 acres operated upon by the Bill, and £5,000,000 in tanks, dams, and wells, and he did not know how many millions in buildings and machinery. He was only taking that basis to calculate upon; and all that money was spent where there was no fixity of tenure at all. Under the Act of 1869, and under the present Bill, the land could not be selected in that way; the Government alone would have the power of saying what portion should be selected. If so many millions of pounds' worth of improvements were put upon the land in New South Wales without any tenure at all, what would be the value of the improvements in Queensland with the tenure they were going to give? He wished that question to be answered, whether he understood grazing or not? In addition to that, the hon. Minister for Lands had to answer what would be the amount of compensation to be given by the Government if they resumed a run for any public purpose whatever—one of those big runs, with 100,000 or 200,000 sheep, resumed six or eight years after the lease had been given? What compensation was to be given to the squatter for his improvements and for the forced sale of his stock; could the hon. gentleman answer that? The hon. member also talked about previous Governments having thrown open land in areas and at prices which practically prohibited selection. He denied it. If such was the case, the Government of which the hon. gentleman was a member were equally as guilty as any other Government. But he denied it. He said that the areas were larger for selection than those given in the Bill, and the price was less than that proposed to be paid; and under the homestead clauses which the hon. gentleman tried his very best to abolish there were thousands of homesteads taken up at half-a-crown an acre. The hon. gentleman was entirely astray when he got up to make statements. But let him answer his question. It was a very plain one—about the value of improvements put upon land, and who was to pay it. The hon. member said "the incoming tenant"; which would amount to this—that the land would be occupied by the same parties to which it was now devoted—the squatters. It would only be a big squatter who would be able to pay the big squatter for his improvements; the small selector could not afford it. If the State paid beforehand, and waited till it could get its money back from the small grazier and the selector, then the State would make a very bad bargain indeed. The value of the improvements would be many times more than the increased rental under the Bill for fifteen years.

Mr. MIDGLEY said that the hon. member for Townsville was not likely to receive any assistance from his (Mr. Midgley's) side in his attempt to oppose the reasonable and just intentions of the Government with regard to the pastoral lessee. To his mind there was nothing objectionable in giving the squatter fixity of tenure for the term of his lease, so long as the term was not made too long, nor in giving him compensation when his time was up for the improvements he had put on the property. There were no better indications in the Bill of the desire of the Government to act fairly and justly by the pastoral lessees than those two conditions. The hon. member for Townsville seemed to forget what had been pointed out by the hon. Minister for Lands, that those runs would be assets which the Government would have in return for the amount spent in compensation. The argument that none but capitalists would be able to take up the improved land was fallacious; because the Government of the day had power to divide the runs into smaller areas, and afford every facility for men of limited means to take up the land when the country was more closely settled. The hon. member for Townsville appeared to have missed the really objectionable point in the leasing system; perhaps the hon. gentleman might not deem it an objectionable feature. It was that the clause did not clearly and distinctly state what kind of lease the lessee was to have. The 25th clause said:—

"The pastoral tenant should thereupon be entitled to receive a lease."

Seeing how language could be quibbled over, and how easy it was to raise objections if things were not clearly expressed in legal documents, he thought they ought to be more explicit over that matter. The nature, length, and conditions of the lease should be clearly expressed, and made absolute and final. There should be a definition and a description of the lease the pastoral lessee was to have, otherwise in a few years' time there might be a bitter and prolonged dispute amongst the future members of the Assembly over some such point of contention as they had found with regard to the pre-emptive right. The 25th clause might then be interpreted by the language of the 98th clause, and declared to give the pastoral lessee only a permissive lease—not something substantial and definite, but merely a privilege. There really seemed to be ground for that contention as the two clauses now stood; and if he contemplated becoming a pastoral lessee he should certainly require some more solid grounds before venturing on the strength of what seemed to him to be two contradictory clauses. He thought the difficulty which had been raised by an hon. gentleman on the other side who had expressed his opinion of the utter unreliability of any lease issued by the Queensland Government might be got over by making the phraseology of the clause unmistakably clear and definite. The time for which the lease was to run should be stated distinctly, and the squatter should be given an absolute lease for that time. The rental also ought to be fixed now, not only for the first five years, but also for the subsequent period of the lease—at any rate, a maximum and minimum ought to be stated. He thought also that they ought to avoid as far as possible all mention of the Governor in Council in any of those transactions; they should watch the "Governor in Council" as a cat watched a mouse, or a dog a rat. There was always too much room for contention and dispute and heartburn where the "Governor in Council" came in too much in transactions dealing with the property of the State. He would put to the Government a supposititious case which might very soon become a real one. Suppose that the resumed half of a run were eagerly taken up by

people anxious to try their fortune at 10,000-acre or 20,000-acre grazing farms, was it not probable that in two or three years there would be a clamour amongst the people in the locality, or others who knew the capacity of the land in that district, for the remainder of the run to be resumed and thrown open to selection? Under the 98th clause the pastoral tenant would constantly be in a state of uneasiness and uncertainty with regard to what might transpire in that respect. He (Mr. Midgley) could not see the force of the argument that, if the leases were made for twenty years, pastoral lessees would be better able to obtain assistance than if they were made for fifteen years. If the security was not genuine, and if the lease was not a good one, he really could not see what security the capitalist had at all. He would earnestly ask members of the Committee to fix, if it could be done, definitely and absolutely, what the lease was to be. That ought not to be difficult, and they ought to be able to form an approximate idea of what quantity of land would be wanted during the next fifteen years.

The PREMIER said it was rather hard to follow the hon. gentleman. He asked the Committee to try and carefully define the terms of the lease which was proposed to be granted. That was exactly what the clause did. It defined in every particular what it was to be. It provided the principle upon which the rent was to be assessed, and all the conditions of the lease, and defined them in the most minute manner. The hon. gentleman said he had heard an hon. member on the other side say that Queensland leases in the past had been uncertain and useless. That was perfectly true, and that was the particular respect in which the leases to be granted under the present Bill would differ from all previous leases. Under all previous Acts the terms of the lease were stated as they were stated in the Bill before the Committee, but one of the terms was that the land could be taken away without compensation. The present Bill provided that that could not be done, and that was just where it differed from previous Acts. What more was wanted than that? A lease itself meant a grant of land for a certain term of years. When the landlord granted land in that way it belonged to the lessee and not to the landlord, unless there was in the lease something to the contrary. In all previous leases there had been something to the contrary. There had always been a provision for the landlord taking the land away from the lessee. Under the present Bill it was proposed that the landlord should not take the land away from the lessee except on the terms of paying the value of what was so taken. What could be more definite? The hon. member asked the Government how much land would be wanted for settlement during the next fifteen years. He might just as reasonably ask that it should be defined what the revenue should be for the coming fifteen years, or what the population of the colony should be. They could only estimate it: and in estimating what land was wanted for fifteen years they took into consideration what was a fair thing to do towards those who had vested interests. The Government had taken all those things into consideration, and the result was the Bill before the Committee. They were engaged in the consideration as to whether the lessee should have the unresumed portion of his run for fifteen or twenty years, and that was the question that hon. members ought to be confined to. How could they more minutely define what the hon. member asked about? If there was any other point where it was possible by definition to make things more clear he should be glad to receive suggestions, but it was of no use saying vaguely that the Bill should be more definite unless it was pointed out exactly where it could be improved. It was very definite indeed except in one particular, and that was the maximum rent that should be charged, but that was a point they were not now considering, and which would be met with a considerable distance further down the clause.

Mr. STEVENSON said he stated in his remarks on the second reading that there could not be an indefeasible lease, and that the very attempt to give one was simply saying that the lands should be locked up even if they were required for settlement. He repeated that again, and in that respect his argument was the same as the hon. member for Townsville. The speech of the hon. member for Fassifern was simply in favour of what had fallen from the hon. member for Townsville, and it showed exactly that the hon. member did not understand the hon. member for Townsville. The contention set up by the hon. member for Townsville was that the lands of the colony should not be put in such a position either by lease or otherwise, that they could not be taken away for settlement when required. That was exactly what he (Mr. Stevenson) argued on the second reading of the Bill, and he argued in the same way now. If he thought that such was to be the case, he would make one with the hon. member for Townsville in blocking the Bill. He repeated that there could be no indefeasible lease, and it was simply misleading hon. members to say there could be. The whole thing was a delusion and a snare. The land would be taken by the people when it was wanted, no matter what Bill was passed; and he said that under the existing Act land could be taken with more advantage to the colony and far more advantage to the pastoral lessee, when required for settlement, than under the proposed Bill. Under existing Acts, when land was required for settlement, it could be taken at six months' notice; and that, he said, was a better way to settle the colony. No schedule was required, no arbitrary red lines were marked out in the map; but when the public required it they got all the land they wanted. They did not want the Minister for Lands to tell people where they were to settle in the colony. The people ought to be allowed to choose for themselves where they would select; and where they demanded land to be thrown open, there it should be thrown open. The squatter knew that he held his land under certain conditions, and he knew that no Government or no Parliament would unduly harass him by asking for land that was not required for *bonâ fide* settlement. As he had said in an earlier part of the evening, he believed the only advantage of extending the term of lease from fifteen to twenty years was that the pastoral lessee would have greater facilities for borrowing; and to that extent he went with the hon. member for Northern Downs. The hon. member for Fassifern talked about an absolute tenure; but the squatter knew very well that his land would not be taken from him unless settlement demanded it. He was not frightened about that, and neither expected nor wanted an absolute lease. The hon. member for Townsville had said that the people of the colony had not been asked what lease the Government would give, and he was right; but the Minister for Lands, in reply, said that the people had made up their minds. What about, he should like to ask? Why the only reference to the land question had been made by the Premier and the Minister for Lands. In speaking before, he had mentioned twenty-one years as the term referred to by the Premier for which a lease should be granted, and he would now read the hon. gentleman's own words. If the country had made up its mind upon the matter it must have been upon what the Premier

himself said. The hon. gentleman said before his constituents :—

"We must utilise these western lands, and this cannot be done without the expenditure of money, and to encourage the lessees to do this we can afford to let them have them on a fixed tenure for, say, twenty-one years, if they pay a fair rent."

Why had the Government gone back upon that? That was the only proposal which had been before the country, and he did not think that the public had shown in any way whatever since that they wished the number of years to be reduced to fifteen. The Premier himself had proposed twenty-one years, whereas the hon. member for Warrego only asked that the term should be twenty years, and on that ground he should support the hon. member.

Mr. JORDAN said he intended to vote with the Government upon the question of the leases. He supposed the Government knew more about the matter than he did; but if they were agreeable to it, he should be prepared to agree to the amendment of the hon. member for Warrego, making the term twenty years. He believed there was not a member on either side of the Committee who was disposed to doubt the *bona fides* of the Government upon that Bill. To his mind the clause was perfectly clear, and there was nothing inconsistent in the 98th clause with the clause then under consideration. The Premier had clearly explained the matter; and under the 98th clause land could be resumed from leaseholders for public purposes in the same way as it could now be resumed from freeholders if wanted for public purposes. It was, he thought, desirable that, as was suggested, the words "for public purposes only" should be introduced into the clause. He was surprised to hear the hon. member for Townsville say that the pastoral lessees had never asked for security of tenure. For the last twenty-five years—ever since the colony had been a colony—the pastoral lessees had been crying out for what they called "fixity of tenure." That was secured under the Bill. The great principle of the Bill was leasing *versus* alienation for all pastoral lands; that all land not wanted for the highest purpose—that was to say, for tillage—should be regarded as the unalienable property of the public, in perpetuity; and that they might lease the pastoral lands, but they must get a better rent for them. The country had now been settled for forty years; and land that was once considered worthless, and supposed to be a great desert, was discovered to be very valuable pastoral land; and it was being held now at an infinitesimal rent—something like 9s. 1d. per square mile, on an average. The Bill before them was a revenue Bill, by which the Government proposed to raise money sufficient in the course of a few years to pay for all their railways. At an average of 3d. per acre the pastoral lands of the colony would yield annually about £5,000,000, taking their area to be 400,000,000 acres. Some of those lands, it was said, were "unavailable"; but he had not much faith in that "unavailable." All land held should be paid for; while there was a large quantity of land not paid for on the ground that it was "unavailable." Hon. gentlemen on the other side objected to the Bill chiefly on the ground that it was intended to raise the rents of the pastoral tenants—because it was proposed that they should pay a fair rental for those lands discovered to be valuable pastoral lands, and which ought by the present time to be yielding a large revenue to the State. And because they objected to the Bill because it was going to increase the rents, it was convenient for them to ignore the advantages which the Bill offered to the pastoral tenant on condition that he paid a fair rent for the use of his land. For instance, fixity of tenure was said to be a myth; that the Government were not sincere, and it could not be carried out; and that the time would come when that Parliament would say—"We cannot afford this. This is a bad bargain we have made, and we must take your land away. We gave you a lease of fifteen years. Ten only have expired; but we want the land for settlement, and we must take it away from you." Hon. members went on to argue that as the Government or rather the Committee had repealed the 54th clause of the 1869 Act in taking away what hon. gentlemen opposite called the pre-emptive right, they would be quite prepared for any other act of violence. They on the Government side said it was not a right, that it was only a privilege; that it had been abused and was likely to be abused; that the history of the past showed that it would be abused; and therefore they said that privilege should be taken away. The Government, and that House, when they passed the Bill, would intend to give *bonâ fide* security of tenure for fifteen years. The leases would be very distinct from those under former Acts, as had been explained by the Premier. The provisions of the 25th clause showed that the lease would be one that could be thoroughly depended upon; and there was no possibility whatever, in the common way of speaking, that any Parliament in Queensland would ever interfere with those leases during their currency, unless and until the land was wanted for public purposes, such as the making of roads and railways and works of a like nature. As he had said, if the Government had been agreeable to it he should have been quite agreeable to make the term twenty years. He thought that if the pastoral tenants had secure leases for fifteen or twenty years they would be more likely to lay out large sums of money in improving their runs, especially by the conservation of water. They knew what had been done in New South Wales. The hon. member for Townsville knew that, because he had studied the report made by Messrs. Morris and Rankin. The hon. member knew that a number of large leaseholders in that colony had given circumstantial evidence in connection with land which they took up when the Act providing for free selection before survey was passed in 1861. The Crown lessees at that time in New South Wales were frantic, and many of them went out to what was called the desert country and took up land there that they might be out of the reach of the free selector. They told them what they had done there in twenty years—that country which would not carry all the year round a single head of cattle was now carrying large numbers of sheep and cattle. They told them also what they had expended on that desert country—some of them, to the extent of from £10,000 to £100,000. When they gave their evidence they said they wanted security of tenure, and that they would then go on laying out money, because it would pay them to do so. The hon. member for Townsville argued that, if the Bill passed, the Government would be called upon in the course of ten or fifteen years to pay £30,000,000 out of the public Treasury to the present Crown lessees at the termination of their leases. He said that those gentlemen would spend £30,000,000 in making reservoirs and sinking wells, and at the end of that time the Government would have to pay them for their improvements. But was that a reasonable thing? If those gentlemen were going to lay out £30,000,000 on permanent improvements, the country would be thereby so much benefited by the Bill, and they would have the same value to the incoming tenant. Were they to suppose that 200,000,000 acres would be

given up at the end of fifteen years? The assumption was absurd. As fast as the land was given up, it would be taken up by capitalists; or if it were wanted for closer settlement, it would be divided among those who would take up 20,000-acre lots. There was no doubt that if thirty millions of money were expended it would be to the public interest. It did not matter how much the lessees expended on the land. If they expended it in making permanent improvements, let them spend as much as they liked; it was quite certain that such an expenditure would be a benefit to the public estate.

The HON. SIR T. MCILWRAITH said they had heard from hon. members on the other side a good many opinions as to what the principle of the Bill was. The hon. member for South Brisbane seemed to have pinned his faith in a very small compass. He said that the Bill was a revenue Bill. Did the hon. member remember that the Bill repealed all the Acts under which the alienation of land had taken place heretofore? Did he not know that it was making provision for the alienation of land for intending settlers who were not at present in the colony, and that the land was to be divided and put to much better use? It was not simply a revenue Bill. It was at first intended by the Minister for Lands chiefly as a Bill to provide a permanent revenue. The hon. member for South Brisbane, in his enthusiasm to support the Minister for Lands, said it was only a revenue Bill. The hon. member should read the Bill, and especially the clause on which he had spoken, before he made another speech, because he had shown that he understood very little about it. The Committee had been rather startled by a statement from the Minister for Lands, that the tenure of the squatters under the 25th clause was quite as good as a freehold. The statement was passed by just like a good many other statements from the Minister for Lands, who allowed a lot of undigested thoughts to come from him occasionally. But when the Premier had repeated it that evening, and made a clear statement twice to the Committee that the tenure under which the pastoral lessees would hold the land under the 25th clause would be equal to a freehold as long as it lasted, and explained that the term "as long as it lasted" meant the term of the lease—that was, ten or fifteen years as the case might be—he (Hon. Sir T. McIlwraith) was not astonished that the hon. member for Townsville should rise up in arms against such a proposition. He (Hon. Sir T. McIlwraith) believed if hon. members on the other side would consider the matter, and come to the same conclusion as the Premier, they also would rise up in arms against it. Let them consider what the lease was. The hon. member for Fassifern had approached the difficulty at once. Hon. members should remember the words with which the Premier characterised the kind of lease which was given under the 25th clause. He said that there the lease was distinctly and definitely laid down. Now what was laid down? He (Hon. Sir T. McIlwraith) would just describe in a few words the character of the lease. It extended in one case to fifteen years; there was no question about that. The next consideration was—what did the lessee pay the landlord? That also was fixed; it was put down in the 3rd subsection as a limit between a maximum of 90s. and a minimum of 20s. That, in itself, was a very indefinite thing as between the Government and the tenant. But to go on further, he found that in subsection 4 the rents for the future were to be fixed by the board. In subsection 6 there was a maximum provided of the rent which the board might exact from the pastoral lessees; but in the second five years they could exact not less than 40s., and in the third five years not less than 60s. He was speaking now of the pastoral leases under the Act of 1869. In what sense could it be said that the lease was defined and fixed in every point? Why, the most material point was left unfixed. The first five years was left with a rent within a limit of 90s. and 20s.; the next five years was left entirely to the board, with a limit fixed at 40s.; and the next five years was also left entirely to the discretion of the board, with a minimum fixed at 60s. The maximum in the two last cases was left to the board. In what sense, therefore, could the lease be said to be clear and definite? In what sense could it be said to be giving a clear freehold where the landlord let the land for a certain period, and retained to himself the power of fixing the rent, deciding that for the first five years there was to be a certain definite limit, and for the two next terms of five years assumed to himself to say what the rent should be? How could that be said to be a fair bargain to the lessee? Why it was giving a worse lease than the lessees had ever had before. He spoke on behalf of the pastoral lessees when he said that they had always held their leases subject to their being resumed. Whenever the public demanded the land for settlement the pastoral lessees were always prepared to give it up. He utterly denied the assertion of the Minister for Lands, that past experience had shown that it had been a fight between the people and the squatters to get possession of the land for settlement. Such a thing had never taken place since he (Hon. Sir T. McIlwraith) had been in that House; and he did not say that for the first time in the House. He had repeatedly, in addressing his constituents, and at public meetings, given every party in the House the greatest credit for trying to meet the public wants in that respect; that was, to throw open for selection as much land as was actually required. He could say, from his experience of the pastoralists of the colony, that wherever the land was demanded, even before the legal steps were taken for that purpose, it had always been given up. That was a lease which provided fully for the public wants and it satisfied the lessee, but it would be perfectly impossible for the lease now proposed to be given to satisfy the lessee. If it was, as was represented by the Premier, equal to a freehold, then it was not fair to the country; but he (Hon. Sir T. McIlwraith) maintained that it was not. It was a lease that was bad for the lessee and bad for the landlord. It was nonsense to talk about the tenant having the right to claim for all improvements when he went out at the end of his lease, when the Government could eject him at the end of the second or third period by putting such a rent upon his land as would compel him to go out. If it became necessary, or there was ever a popular clamour to resume his land, the Government would always find commissioners who would only be too glad to yield to the popular will and force the lessee to give up the land, by raising his rent to such a point that he could not stand it. Hon. members must also remember that under the Bill the Government, or the board which represented the landlord in this instance, retained full power to fix the rent as high as they liked. But there was no power given to the lessee who might object to the amount of rent required as being a rack-rent that he was not able to pay. There was no power given to the pastoral tenant to say, "I cannot stand this rent; give me the money I have spent on the place and I will go out." Would it be considered fair for any other landlord to exact from his tenant such things as were proposed in the Bill? The board were to fix

the rent payable for the first term of five years, within certain limits, and they had power to fix the rent for the second term at any amount they chose. The board was in this position: They could say to the tenant, "If you serve all that time and perform all the conditions, those conditions being the rent we demand, then at the end of the lease we will pay you for your improvements; but if you do not you can walk out at once." Were not all the conditions made to secure the landlord and leave the lessee unsecured? The quarrel between the Liberal party and the squatters had always arisen from the determination of the Liberal party to leave in an indefinite position the leases of the squatters. The pastoral tenants, however, were perfectly satisfied with the leases they had up to the present, but the Bill rendered them more indefinite than ever; and quarrels were certain to arise. Under it the board could exact a rack-rent for the purpose of forcing the tenants to go out without paying them for their improvements, which the hon. member for Townsville stated would amount to about £30,000,000. He was certain that by that Bill a severe blow had been struck at the pastoral interest of Queensland. The pastoral interest here had up to the present time been looked upon as something good, upon which the capitalist would lend money. Now things were completely changed. Any man who had studied the clause as it stood would see that there was actually no security upon which money could be lent for the future. There was another point to which he would allude, and that was in reference to the extraordinary position taken by the Government in defining the position of landlord and tenant under that Bill. One would expect that it would be an instruction to the members of the board to consider all reasonable improvements made by the tenant in fixing the rent. That was—if a certain increased value per annum had been given to the land by reasonable improvements made by the lessee, the improvements ought to be considered when the board were determining the amount of rent to be paid by the tenant. But if hon. members would look at the proviso in subsection (*e*) of subsection 5, they would find that all reasonable improvements, or, as they were described in the clause, "necessary and proper improvements without which the land could not reasonably be utilised"—and the tenant was bound to make those—were not to be considered at all. Those improvements were not to be allowed for as adding to the value of the land. According to his contention, and according to the contention of every one who had studied the position of landlord and tenant, if a tenant made improvements which increased the value of the land, those improvements should not be considered in raising his rent. But that Bill provided that all "necessary improvements without which the land could not reasonably be utilised" should be taken as a reason for raising the rent. There was no other meaning to that clause. From the fact that that matter had not been referred to by members on the other side, he supposed that it had not been considered. The only justification given for it by the Minister for Lands was that he was dealing with squatters only. But when he came to deal with squatters No. 2—the 20,000-acre men—he dealt with them just as hardly. The hon. gentleman got quite angry just now because the hon. member for Townsville spoke about the Bill. The Minister was angry with the hon. member because he knew nothing about grazing. But he (Hon. Sir T. McIlwraith) would remind the hon. gentleman that even if a man did not personally brand his own calves and cut his own lambs—if hon. members had not spent their lives on a station on the Barcoo—they might be quite competent to discuss a Land Bill. The arguments of the hon. member for Townsville were perfectly justified. The Premier had said that leases proposed to be given to the squatters were equal to a freehold, and the hon. member for Townsville had a perfect right to discuss that point. He (Hon. Sir T. McIlwraith) maintained that it was not a lease equal to a freehold, or anything like a lease equal to a freehold. It was a sham by which the Premier was trying to deceive the squatters. The pastoral tenants would be fools to give up their present leases for those now offered, and he would advise them to keep the existing tenure. What he had to tell the Government was, that it was perfectly impossible to deceive the country.

The PREMIER: Hear, hear!

The HON. SIR T. McILWRAITH said the squatters were not asking for better leases, and they were perfectly willing to give up all the land required for settlement, and to acknowledge every argument brought forward as to why they should pay a higher rent. But they did not care to come forward and submit, like foolish lambs, to be slaughtered without pretending even to understand the process that was going on. The Government were at the present time ruining the pastoral industry, and they had gone a long way in that direction. The Premier laughed, as if that would be a great result, but he could tell him that it would not be a great result. It was a gradual process. He (Hon. Sir. T. McIlwraith) looked forward to the time when there would be no squatters in the country; when every man would either work his own freehold or a leasehold under a private landlord. He did not want the Government in any case to be the landlord. In that matter, the Minister for Lands had made a leap in the dark, and where it would lead him or the country, the Government were perfectly unable to explain. In fact, they did not know, and they were trying to deceive not only hon. members on that side, but the country generally, as to the purport of the Bill. He considered that clause 25 gave the squatter the worst possible lease for the remainder of his run; it certainly did not give him a lease equal to freehold for ten or fifteen years. He did not consider that every condition had been defined as accurately as the state of the case would admit, because the principle of the rent to be paid had been left entirely out of consideration. To sum up: The Government had done everything they possibly could to prevent the Bill from being accepted by any squatter within the red line. He would now say a word to the hon. member for South Brisbane about the Bill being purely a revenue Bill.

Mr. JORDAN: I did not say purely a revenue Bill. I simply said that it was a revenue Bill.

The HON. SIR T. McILWRAITH: The hon. gentleman said the only principle of the Bill was that it was a revenue Bill. If the hon. member would only look at the map he would see, close to the red line, the town of St. George, and other towns which had been petitioning for years for railway communication, and which had as much right to it as any other part of the country that he knew. The hon. member would see that, and he would also see that the red line included about a quarter of the colony. The Bill could not, therefore, be characterised as a revenue Bill alone, unless it was meant to do a great injustice to a very large part of the colony.

The PREMIER said that with one statement of the hon. gentleman's everyone would agree, and that was, that it was impossible to deceive

the country about the Bill. The country perfectly understood what the Bill was, and what the hon. member meant when he said that the squatters, as represented by himself, had always been willing to give up land when required for settlement. But the hon. member's memory must be very short, for only last week hon. members on his own side insisted that land ought never to be taken from a squatter except for sale --that to take land from a squatter and to give it to another grazier was monstrous. It was not the first time that that had been said. They were told it in 1882 when the late Government carried the Bill giving themselves an extension of tenure of ten years, and which he at the time characterised as a monstrous injustice. The present Government understood perfectly well what they wanted, and the country understood what they proposed. The hon. gentleman also, no doubt, understood what he wanted, and the country understood it too. The hon. gentleman said the lease proposed by the clause was in no sense equal to freehold, because the rent was not fixed. But were the burdens on freehold ever fixed? Was there a freehold in England, the burden on which was fixed as closely as it was fixed by that clause? Take the burden of the poor-rate alone: the hon. member knew that it varied between 10 per cent. and 30 per cent. of the gross annual value every year. Under the Bill, the rent for the first term was fixed by the board before the lease was granted, and for the other terms was fixed by arbitration. Supposing the same thing was bargained for by a landlord, or was proposed to be done by the Irish land commission, would there be any absurdity in it? The amount was not fixed absolutely in the Bill, because they did not know what the land would be worth in five or ten years' time. They were spending hundreds of thousands of pounds every year to make it more valuable. They were borrowing money and pledging their resources to give better means of communication; and they intended to spend as much money as they could afford to give a better supply of water. How, in the face of that, could they say what the value of the land would be in ten years' time? It was proposed that a fair rent should be fixed from time to time by a tribunal of judges. That was not only the fairest thing possible, but the only thing possible in the interests alike of the country and of the tenants. It might perhaps be desirable, when they came to that part of the Bill, to fix limits for the increase of rent; but that was another question altogether, and was not now before the Committee. If they were to have a discussion on the whole principle of the Bill on every clause as it was brought forward, the wish of the hon. member for Townsville would come true. It would not come true, but it would go a long way towards bringing it about. The Government did not want to be twelve months over the Bill, but they intended to get it through. There were plenty of points in the Bill worthy of serious discussion, if taken up as they arose, but what had they to do now with discussing the schedule when the question was whether the lease should be for fifteen years or for twenty years? Why should a red herring be drawn across the trail continually? Some hon. members well understood why. The hon. member for Warrego proposed, before tea, to extend the tenure from fifteen years to twenty years, and since 7 o'clock scarcely a word had been said on the subject, but they had been talking about all sorts of other things instead. He hoped the discussion would be confined to the numerous points which required it if the Bill was to be a good one; but if they mixed them all up together the usual thing would occur, and the particular matter under notice would go by the board.

The HON. SIR T. MCILWRAITH said that when the hon. gentleman got into a difficulty he always acted in the same way. He drew a red herring across the trail so as to get away from an argument he did not like; and who was it who brought the discussion into the state it was in at present? The hon. member for Warrego certainly did propose increasing the tenure for the unresumed portion of the run from fifteen to twenty years. He (Hon. Sir T. McIlwraith) did not intend to speak upon that point, but the hon. the Premier gave it the greatest possible importance, and said it would be equal to freehold. What was the consequence? It made them rise up at once and reply to his drawing the red herring across the trail. They showed that the tenure was anything but freehold. It was a miserable attempt to meet the argument he had made, that because the rent was not paid, it was the ordinary condition of the landlord at home who could not fix his poor rates. Who ever heard a landlord hesitate to say that his land was worth £3 or £4 an acre, because he did not know what the poor rates were? The thing was preposterous, and showed weakness in the hon. member's argument when he had to reply to such a strong argument in such a way. Poor rates were like any other kind of taxation, which everybody alike had to bear under the same conditions. Nobody complained about them, and they did not enter as an item of rent at all. Nowhere else was such an element left out as the rent; but it had been left out here, and while it was left out, and while the landlord had the exclusive power of fixing that rent, it could not possibly be said to be a lease at all. A lease was given for fifteen years, and the landlord was the only one who could fix the lease. There was no appeal to the Governor in Council, or any court. It might be referred back for consideration, and further than that it could not go. That was a power that the landlord actively assumed, and they were asked by the Government to believe that the squatters would actually accept such leases in this country. The leases in this country were actually destroyed. No man would advance capital on such a lease as that. Not content with doing the greatest amount of damage to the pastoral lessees, the hon. gentleman was determined to ruin every possible chance of doing well with the small leases he proposed to give in future. He knew a great many men who, under the pressure of hard times, would have been only too glad to have accepted anything, and they were to be given a lease for one-half of their runs a great deal worse than the lease under which they held them before. It was a pitiable thing to see a Minister like the Premier trying to gain popularity by hounding down one of the greatest industries in the colony. No men could be under greater pressure from nature than the pastoral lessees were at present; and, for the purpose of gaining popularity, the Premier had tried to run that industry to earth. The Minister for Lands had tried to ruin them in every possible way; and they had run their hobby to earth. Did the Ministry not see what the people were thinking about it outside? The men who understood it said there was no more unpopular Land Bill ever brought before the country; and by the time it was thoroughly understood the Ministry would be in a worse position than they were now. But what did he care for the Ministry? He cared more about the position of the country, and the Premier should be doing everything he possibly could to alleviate the bad circumstances in which nature had placed the squatters, instead of trying to deceive them and deceive the country as to the conditions on which he proposed to grant them leases. For the future he would take very great care, while he was a member of that Committee, to let squatters

know exactly his opinion of the kind of leases they would have under the Bill. As long as they thoroughly understood it he was satisfied that none of them would come under it, and he advised them strongly to bear the threats of coercion they had had from the other side as to the taking back of their land under the Act of 1869. Let them resume as much land as they liked, and they could not do such harm to squatting as by passing a Bill of that kind.

The PREMIER said he could not understand the hon. member talking about an attempt on the part of the Goverment to hound down squatters. Where did that argument come in? The hon. gentleman told them in the same breath that the proposed new leases were such that no sensible squatter would take them. If they did not, they would remain just as they were. As for it being a deliberate attempt on the part of the Government to ruin the squatting industry, the hon. gentleman really did not understand what he was saying. He also said it was an attempt to deceive them. He did not believe there was a single squatter who was such a fool as to be deceived by anything in the Bill. Perhaps the hon. gentleman would be good enough to say what was the action which he characterised as "hounding down the pastoral interest."

The HON. SIR T. MCILWRAITH said he would explain very clearly. He had been trying to show for the last quarter of an hour how the hon. gentleman meant to hound down the squatting industry. The hon. gentleman deliberately rose and talked quietly, and explained that it was actually equal to freehold, and he tried to get his squatting friends to believe it. He succeeded in deceiving a good many of his supporters. But he failed if he fancied for a moment that threats of the kind used by the Minister for Lands could have much impression upon the squatters. The clause was not to be passed without its being fully understood what was the character of the tenure that the squatters were to have. The little explanation that had been given, especially after the speech of the hon. member for Townsville, would be read by the pastoral lessees of the colony, and they could understand it better than they did before.

Mr. JORDAN said he did not say that it was purely a revenue Bill, or that its great principle was to raise money. He said the great principle of the Bill was the leasing *versus* the alienation of pastoral lands. All lands except those to be put to the highest use—namely, to be tilled—were to be leased. That was the arrangement which the pastoral lessees might avail themselves of, as they thought proper, giving up a large portion of their runs for close settlement, and receiving certain advantages for an increase of rent; but it suited the convenience of hon. members opposite to ignore the fixity of tenure and compensation. The hon. member for Townsville objected to the Bill entirely, because it gave a tenure equal to freehold; and the hon. member for Mulgrave objected to it because the tenure given was not good enough, and because they were not going to fix the rent now that was to be paid in fifteen years' time, after they had made railways and paid £40,000,000 for improvements.

Mr. MOREHEAD said the hon. gentleman did not understand the clause under discussion. He had talked about fixity of tenure for fifteen years. It was nothing of the sort. There was a fixed rate varying from £1 to £4 10s. for the first period of five years. It was only a leap in the dark on the part of the pastoral tenants who came under the conditions of the clause. The hon. gentleman at the head of the Government should have paid some attention to the very fair remarks that fell from the hon. member for Fassifern, when he said that the squatters should have, at any rate, fixity of tenure which should have some definiteness, as well as fixity of rent. The hon. gentleman could not say there was fixity of tenure, when it rested with the board in the second period to put on such a rent as might compel the tenant to forfeit his run and the whole of his improvements. The hon. the Premier was simply playing with the pastoral tenant in a not very dexterous fashion when he said the lease would be as good as a freehold—though he certainly qualified it by saying "as far as it goes." How far did it go? As far as he could see, only to the end of the first five years; because then it would be in the power of the board to put any rent they chose on the pastoral tenant who was stupid enough to come under the provisions of the Bill; and there would be no appeal. Surely the hon. gentleman would accept the proposition of the hon. member for Fassifern, and fix within the four corners of the Bill the maximum rent to be paid in the second and third periods by the pastoral tenants. The hon. member for South Brisbane (Mr. Jordan) said that he had not spoken of the Bill as a purely revenue Bill; but it had been spoken of outside the House by every Minister as nothing but a revenue Bill. The hon. Minister for Works told every deputation that waited upon him about any public improvements, that it all depended upon the revenue they were to get out of the Land Bill. If it were not to be treated as a revenue Bill, what was it to be treated as? The Government would not bring in their Loan Estimates till it was passed; they had treated it as altogether a revenue Bill, although he had to admit they had not deigned to tell the Committee or the House what the revenue was likely to be. If they did not bring in their Loan Estimates till they discovered that, they were not likely to be brought in before the present Assembly, unless they sat much longer than he thought was possible. He agreed with the hon. leader of the Opposition that no pastoral tenant who was not a madman would come under the provisions of the Bill. He would prefer to suffer the worst the Government could do. "Better put up with the ills he knew than seek those he wot not of."

The PREMIER said the hon. gentleman seemed to think that the members of the board would be two malicious, malignant sprites, making it their business to harass the pastoral interest in every possible way. The idea of the Government, as formulated in the Bill, was to have on the board two honest, independent gentlemen, competent to value the land and assess a fair rent. Of course, if they appointed two persons with no intention of acting fairly, the Bill could not succeed. But the power they retained over the board was sufficient security against anything of that kind being done. If they attempted it they would lose their appointments; and if injustice were done, any Government that did not refer the matter back for reconsideration would be ejected from office, and the Parliament would very soon redress the wrong. The foundation of the scheme was that the runs were to be assessed by competent and honest persons. The arguments of the hon, gentleman would apply just as well against trial by jury. A jury might give £100,000 damages for an assault; but it was not likely they would do so, and if they did, there would be power to set aside their award. If the hon. gentleman could only bring himself to believe that the board would be composed of honest, competent men, desirous of doing their duty, and not actuated by any of those evil motives, he would see that his arguments fell to the ground.

The HON. SIR T. MCILWRAITH said it was straining the point very much to say that the hon. member for Balonne had taken for granted as the basis of his argument that those gentlemen must be malignant sprites. All he assumed was that they would be men subject to the same frailties as themselves—nothing better, and nothing worse. The hon. the Premier spoke of the power of the Parliament to displace them if they acted unjustly. But did the hon. gentleman not see the state of things that might, and probably would, arise at the end of the first term of five years? The lessees might be most unpopular, and the hon. gentleman, or others like him, would raise a cry, hounding down the pastoral lessees arising under the present Bill, exactly as he had done those who previously existed. Then the most honest men he could get for the Board would be frail men, and would probably yield to popular clamour. Every argument raised by the hon. member was simply a catchy *nisi prius* argument. He argued like a lawyer, and not at all like a statesman, or one who was desirous of bringing before the country a Bill he understood himself. He (Hon. Sir T. McIlwraith) had just had put into his hands something that bore very much on the present Bill—the expression of opinion of the hon. member in similar circumstances to the present, when he was advocating another Land Bill in 1875. The hon. gentleman then expressed himself as followed :—

"He concurred in what had been said by the hon. member for Blackall on the Act of 1868, which was an admirable Act, and which had done more for the settlement of this country than any Act ever did that was passed for the settlement of any of the Australian colonies. He believed it to be far and beyond all the best land laws in Australia. That being so, although it might have some defects, yet he failed to see why the Government should, especially under the difficulties pointed out by the Treasurer, bring in a comprehensive land scheme. He observed that the hon. member for Maranoa, though he had a considerable destructive genius, yet never suggested anything that ought to be done. Perhaps, however, that was not the function of an Opposition. If the Act of 1868 had certain defects, the duty of the Legislature, from time to time, as those defects were discovered, was to remedy them. Nothing could be more injurious to the colony, or would frighten away settlers more, than to be continually passing new land laws or to be threatening them."

Just let the hon. the Premier look at the face of his hon. colleague the Minister for Lands, and consider what he thought now of the abominable jump he had made towards amending the land laws of the colony. He would read on a little further—

"HONOURABLE MEMBERS: Hear, hear!

"The ATTORNEY-GENERAL (Mr. Griffith): The proper way for the Legislature to act was, as a defect was found, to amend the law to cure that defect; not to turn the whole system upside down by bringing in an entirely new Bill."

Then he went on again—

"It was supposed last year"—

That was the genius who had discovered before now wonderful specifics for land legislation, and for settling people on the land. Here was one of his specifics :—

"It was supposed last year there was under the Act of 1868 no means of attacking dummies; that there was no power in the Act to enable Government to get hold of them. Proceedings were taken, and it was found that the Act was complete in that respect; that there was a means, and ample power for finding them out and punishing them."

And that actually in the face of the miserable failures those lawsuits had been, and the immense expense to which they had put the country—

"It was needless, under the circumstances, to introduce a comprehensive Bill, which there would be no probability of passing. For his own part, he thought it was better in the case of land laws 'to endure the ills we know than to fly to others that we know not of.'"

Samuel was sometimes poetical. Then he proceeded to say :—

"It might be a conservative view, but when a defect was found it was better to remedy it than to attempt to discover an entirely new scheme which it was almost certain, in two or three years, would exhibit defects which it would take time to find out, and that would then have to be remedied. It must be remembered that all the land laws of the colony were experiments. The Legislature should in such matters hasten slowly."

The hon. gentleman, instead of giving the Committee so many new speeches now, would do better just to read his old ones, and consider whether he was right then or right now.

Mr. MACFARLANE said he hoped they would shortly be able to make better progress with the Bill than had been made within the last few weeks. He thought the hon. member for South Brisbane was right in saying that one of the great principles of the Bill was increased revenue, and he thought the Hon. Sir T. McIlwraith was right when he advocated closer settlement. Increased revenue and closer settlement together were the great principles of the Bill. He thought that every member of the Committee must see that the great object of the Bill was especially to obtain a greater amount of revenue. The course that had been adopted was this: The colony was so large that it was impossible for all the land to be taken up by agriculture. What did the Government do? They divided the Bill into three great classes—agriculturists, graziers, and squatters. The land had been long occupied by the squatters, and they had made good use of it; but the time had now come when the colony demanded greater revenue and closer settlement. If the Government could find sufficient settlers, it would be to their interest and the interest of the whole colony to settle all the lands of the colony as agricultural lands; but that was impossible. What did they do then? The next best thing was to lease a great portion of the land to another class of people paying a rather smaller rent than the agriculturists but a larger rent than the squatters. He thought the Government had done the best that was possible with a few amendments that had been made and might be made. They had done the best they could do in bringing in an intermediate class such as the small graziers. The hon. member for Balonne would remember that some years ago he (Mr. Macfarlane) brought that subject before the House, and pointed out that there were many men willing to take up small grazing farms who could not do so for want of suitable land being thrown open. The hon. member's argument then was that men with from four to five thousand pounds could do better than invest it in small stations. Perhaps that was the case at that time, but he thought they had now arrived at that period when many would avail themselves of the opportunity of taking up 4,000 to 20,000 acres as grazing farms. The hon. member for Townsville contended that this was a mere experiment, but he (Mr. Macfarlane) believed that it was on account of the success that the small squatters had met with that created the demand now. There were many men in the colony who combined agriculture with grazing, and it was to be hoped the numbers would increase. He did not blame the squatting members on the Opposition side for trying to get the best possible bargain they could for the squatters. They had a perfect right to do so. They had gone into the country and opened it for settlement, and they had a perfect right to make the best bargain they could with the State; but he thought hon. members would see clearly that if they could occupy the land with

agriculturists paying from 3d. to 6d. an acre, it would be foolishness not to do so; and it would not be fair to continue to lease the lands of the colony to squatters at a low rental. The hon. member (Mr. Stevenson) had contended that there was no such thing as an indefeasible lease; and if that was so then the squatter must give way, and the Government have power to resume his land. He did not think the hon. the leader of the Opposition was quite doing justice to the Premier when he said he had done and was doing all he could to hound down one of the greatest industries in the colony. They did not deny that it was a great industry, and he did not think that anyone who had read and comprehended the Bill could say honestly that either the Premier, the Minister for Lands, or the Ministry, as a whole, had done anything but made an honest attempt to benefit all classes of the community. He would just say before he sat down that he rose that night simply because his patience was exhausted. He had sat very patiently for a very long time listening to the arguments on both sides of the Committee. If hon. members on the Government side had spoken as frequently as hon. gentlemen opposite, the Land Bill would not be passed between that time and next October, 1885. It was for that reason probably that some hon. members had not got up to speak either in favour of or against the Bill. On the second reading of the Bill he had pointed out three or four objections he had to it, and stated that he would do his best to bring the Bill into the form he agreed with in those particulars when it got into committee. Other hon. members on the Government side had done the same thing; but as the Government had freely met every objection they made, they had no occasion to take up the time of the Committee by continuously rising to speak upon the Bill. It had been repeated over and over again by some hon. gentleman opposite that the mouths of hon. members on the Government side were shut, and that they were following a leader who had told them not to speak. That was not the case so far as he was concerned, nor did he believe it was the case so far as any hon. member in the House was concerned. His objections raised on the second reading had been freely met by the Ministry, and that was the reason why he had not risen to take up the time of the Committee.

Mr. MOREHEAD said he did not know now why the hon. member for Ipswich had got up. If he had already given his conscience into the keeping of the Minister for Lands and the Premier, why was there any necessity for his getting up and telling them that he had done so? The hon. member told them that the Minister for Lands and the Premier had said all that he wanted them to say, and the only thing that was wanting now, so far as the opposite side was concerned, was that they might quote from the comic opera "Pinafore," and whenever the Premier said anything, there should be a chorus from hon. members on the other side—"And so say his sisters and his cousins and his aunts." That would make a nice pleasant refrain, and would introduce a comic element into the debate. The hon. member for Ipswich had alluded to him as having said some years ago—and he repeated the same thing now—that a young man coming into the colony with £4,000 or £5,000 would not know what to do with it, and that it was a difficult matter to deal with and give advice upon. That was so still, but he would advise him now to become a travelling dummy. If he did so he would do first-rate under the present Bill, and would make a very good, if not a very honourable livelihood. He next came to the remarks of the hon. Premier. The hon. gentleman said that he (Mr. Morehead) must consider the members of the land board as malignant fiends.

The PREMIER: Sprites.

Mr. MOREHEAD said "fiends" was a better word than "sprites," and would commend itself more to the hon. Premier. The hon. gentleman's statement was very well answered by the leader of the Opposition, when he stated that he (Mr. Morehead) assumed that the members of the land board would be human beings and actuated probably by human impulses, and by the great pulse of the public, and that their hearts would beat in response to the heart of the public; and when they found—as they would inevitably find at the end of the first five years—that there would be a clamour and cry against locking up the lands, they would be more or less than human, if they did not respond to that cry and put on such a rent as would probably compel the lessee to give up his holding. Or having in view—and this was another point which had not been considered by the hon. member for Mulgrave—that the Bill before them was a revenue Bill, and that they were told by the Minister for Lands in his speech on the second reading, that the Bill was introduced for the purpose of making the Crown lands of the colony pay the interest on future loans which were to complete the construction of their railways into the interior; when the members of the board found possibly that the revenue from Crown lands was not sufficient to meet those requirements, they would naturally increase the charge upon those individuals upon whom the burden was supposed to lie. If, on the contrary, those men were to be of the high character described by the Minister for Lands and the Premier, he would like to ask both of those gentlemen one question—Why was there a minimum fixed? Why were those men not to be trusted with a minimum?

The PREMIER: Cannot you wait till we get there?

Mr. MOREHEAD said he was getting there now; in fact, he was at that point exactly now. Why were those men not allowed to fix a minimum? Why was that to be done by the Committee, while the members of the board were to be allowed to fix a maximum? He said the House should keep both in its hands and fix both. The hon. member knew as well as he did that in the Act of 1869, and every other Act dealing with the increase of rents, the increase was to be upon a certain percentage mentioned, or the maximum and minimum was fixed. Anyone who read the 20th clause of the Act of 1869, or any other Act dealing with rents from the Crown lands of the colony, would see that they were either fixed on a sliding scale, or the maximum and minimum were fixed. That Committee should fix the maximum as well as the minimum, so that every pastoral tenant who chose to come under the Bill might know what he was doing, and so that he could not say he had been deceived; and that there should not be any colour or excuse for his making such a statement. That proposition he thought was so fair that he believed the Government would at once accede to it. That House was the proper tribunal to fix the maximum; they should either leave the matter a blank, or fix both maximum and minimum. He thought the Premier had not yet answered the arguments brought forward with regard to that point. He would like him to further consider the question; and if he did, he would see the absolute justice of the contention set up in that direction, not only by the Opposition side of the Committee, but also by the hon. member for Fassifern.

Mr. JORDAN said the hon. gentleman remarked that in all former Acts the maximum

and minimum had been fixed; but he forgot that they were legislating in the present case under circumstances which never existed before. They had spent he did not know how many millions of money in opening up the pastoral districts in the West. They had made three lines of railway, each about 300 miles long, and they intended to extend them about 100 miles further into the interior. They had discovered that the vast lands of the interior were valuable pastoral lands. They had discovered also that by the conservation of water pastoral property could be made so valuable that they could not form any proper estimate as to what the value would be in ten or fifteen years. Those were circumstances which were entirely new, and fully justified the course which the Government took in not fixing the rent. The hon. member for Mulgrave talked about the present Government hounding down the pastoral interest. He differed entirely from the hon. member in that view. He thought that since the Premier expressed the views on the Land question which had been quoted by the leader of the Opposition, he had got a great accession of light on the subject, as indeed they all had during the last ten years. The pastoral tenants themselves had got a great deal of light. They found, about two years ago, that an immense tract of country was to be taken away to carry out a grand scheme of making a railway by a syndicate, and that they had no security of tenure. Nothing was heard now about the "unholy alliance," but they were told that the present Government were running a tilt against the pastoral tenants; whereas, the fact of the matter was that the Government had brought in a Bill that would protect the pastoral tenants, and give them what they had been asking for—security of tenure and compensation for improvements. The hon. member for Mulgrave said that the tenants would not be in that proper position for borrowing money that they were under the Act of 1868. But under that Act they could have their runs taken away from them on six months' notice, and if the hon. member had carried his syndicate scheme a large quantity of land would have been taken away for that purpose. That transcontinental railway would have been the beginning of a system of railways to be carried out at the expense of the pastoral tenants. The tenants felt that they had no security whatever; and he thought a great number would come under the present Bill, and thus protect themselves against the possibility of the accession to power of any Government that would bring in a syndicate railway Bill, and thus make the pastoral tenure insecure.

Question—That the words proposed to be omitted stand part of the clause—put and passed.

The COLONIAL TREASURER said he had made some remarks earlier in the evening about the inconvenience which would accrue to the Treasury by the manner in which the rents were to be paid by the terms of the Bill. He therefore proposed that, in the 1st subsection, the following words be inserted after the word "rent" in the 31st line:—"Shall be payable in respect of the year ending the 31st day of December and." The rent would be payable on the 31st September for the year preceding the term for which it was paid. That would meet an objection he had taken, because in the clause there were two dates from which the leases were to begin—namely, the 1st January and the 1st July. He thought it was exceedingly desirable that the rents for those two different terms of leases should be paid on the 30th September.

Mr. PALMER said he thought that a month's notice, in the *Government Gazette*, of rents being due was not sufficient for it to reach distant parts of the colony.

The HON. SIR T. McILWRAITH said he did not believe in an amendment of that sort. All the amendments the hon. gentleman intended to propose ought to have been put into print so that hon. members might understand them. He (Hon. Sir T. McIlwraith) had listened very attentively to everything the Colonial Treasurer had said about them, and had been unable to catch what he meant. The Government complained about the delay in passing the Bill; but most of it was attributable to themselves. Those amendments must have been contemplated by the Treasurer weeks ago, and as they were of a technical character they ought to have been submitted in print, so that hon. members could understand them.

The PREMIER said the amendments were merely verbal, and it was not usual to put such amendments into print. As the Treasurer had pointed out, the leases began in January and July. The present rents were due in September, but if that system were continued, in some cases nine months would elapse before they were paid, and as they could not be forfeited before the end of the year, the land would be held for nothing for a year. Then his hon. friend pointed out that it was desirable that the term for which the rent should be paid should be for one fixed period, whether it ended in June or September. It was proposed to make that period end on the 31st day of December. It was a matter of detail whether it was the 31st of December or the 30th June. It was desirable to receive the rent in September for financial reasons; that would be a convenient arrangement. Instead of the rent being payable in respect of the year or term from July to July, or January to January, according to accident, whether the lease began in January or July, it was to be paid for the year ending the 31st of December.

The HON. SIR T. McILWRAITH said he would like the Chairman to read the clause as amended. The Premier had stated that the amendment was purely a verbal one, but he (Hon. Sir T. McIlwraith) thought that an amendment that took so long to explain could scarcely be a verbal amendment. Would the Chairman read the clause as it now stood?

The COLONIAL TREASURER said he would read the amendment for the hon. gentleman. It was as follows:—

> The lessee shall during the continuance of his lease, pay a yearly rental at the rates hereinafter statedr and such rents shall be payable in respect of the yeae ending the thirty-first day of December, and shall be payable at the Treasury in Brisbane or other place appointed by the Governor in Council, on or before the thirty-first day of December in the preceding year: Provided that the rent payable on the thirty-first day of December next after the commencement of the term of the lease shall be payable within two months of the notification of the order of the board confirming the division.

Mr. NORTON said he thought he understood what the hon. gentleman was aiming at. At the same time he could not see any reason for altering the dates which were followed now. Under the present law the leases commenced on the 1st of July, and the rents were payable three months afterwards, that was on the 30th of September. There was therefore, three months currency of the lease before the rent was payable, so that they would alter the whole system if they adopted the proposition of the Colonial Treasurer. If he was not mistaken, under the present plan, where a lease was given at any time not commencing on the 1st July, the rent was paid for the first year with a sufficient sum to make it up to the 30th June. He was not sure that that was the case.

The PREMIER That is the practice.

Mr. NORTON said he thought it was, and in his opinion it was not wise to interfere with any existing arrangement that had been in force for a long time. If they did, it would lead to a good deal of misunderstanding. There did not appear to be any sufficient reason for the proposed alteration.

The COLONIAL TREASURER said the object was to secure uniformity, and to prevent the confusion which was likely to ensue from the leases having two different dates to run from. He did not see that anything that the hon. member for Port Curtis had said could be accepted as proving that it was injudicious to make an alteration. The hon. gentleman would see that in the Bill it was proposed to reduce the penalty for neglecting to pay the rent within the specified time. At the present time, if the rent was not paid on the 30th September, a penalty of 25 per cent. immediately accrued. In the Bill it was proposed to mitigate the penalty, and very properly so; the penalty for one month's delay was only 5 per cent. It was desirable that the amendment should be carried, as it would simplify matters, secure uniformity, and would become more intelligible in time than the present system.

The HON. SIR T. MCILWRAITH said the amendment just moved was more worthy of being printed and circulated than a great many of those of which notice had been given by the Minister for Lands. The Chairman had only managed to understand the amendment after considerable difficulty, and he questioned whether hon. members generally understood it even now. From what he understood, it was contemplated to alter the state of things which existed previously, when the pastoral year was reckoned from the 1st July to the 30th June. The pastoral lessee paid his rent for the year ending on the 30th June, on the 30th September, or nine months in advance; now, however, it was proposed that the years should all end on the 31st December, but that the 30th September be adhered to as the day on which the rent should be paid. In that case the first year of the lease would end six months later than at present, so that the tenant, instead of paying nine months in advance, would have to pay fifteen months in advance. He would have to pay on the 30th September the rent due from the 1st January to the 31st December of the ensuing year. Was that another of the magnanimous concessions to be granted to the pastoral lessee?

Mr. MOREHEAD said the Committee were entitled to have amendments like that proposed by the Colonial Treasurer printed and circulated instead of being brought on as motions of surprise. If the hon. gentleman had read the Bill he must have known that he desired to move the amendment before the Committee, and he ought to have had it printed. He thought the Chairman had better leave the chair until they had the proposition of the hon. member in print, because as it was the pastoral tenants were asked to part with a considerable sum of money, amounting to about £200,000, and it would be a great deal more if the Bill became law.

Mr. ARCHER said that the proper course to take would be to negative the 1st subsection of the clause and substitute for it an entirely new one, which should be printed and circulated before being passed.

The COLONIAL TREASURER said that if he had thought there would have been such a desire to have the amendment printed, he would have had it printed; but he would remind hon. members that it had not been the practice, previous to the discussion of the Bill before the Committee, to insist on all amendments being printed and circulated. During the past month the inconvenience of the present system in regard to the payment of rents had been forced upon his notice. Though the majority of them ran from the 30th June, there were some which ran from other periods of the year.

HONOURABLE MEMBERS on the Opposition Benches: No; they cannot.

The COLONIAL TREASURER: There were some running from the 1st January.

Mr. MOREHEAD: No; they have always been adjusted.

The COLONIAL TREASURER said it was not a matter of great moment whether they ran from the 1st January or the 1st of July, so long as they ran for the same term. Under the present system, if a pastoral lessee did not pay his rent by the 30th September his run was not forfeited until ninety days afterwards, so that he had six months' grazing rights for nothing if he wished to surrender his lease. It was in view of that that they proposed to reduce the penalty in a subsequent subsection to 15 per cent. instead of 25 per cent. His desire was uniformity of payment, and he would, if the Committee would allow him, alter the amendment, so that rent should be received on the 30th September as for the year terminating on the 30th June following.

Mr. MOREHEAD said it was perfectly true that verbal amendments, even in important Bills, were not always printed and circulated among hon. members; but in the present case the Colonial Treasurer, who was perfectly aware from the first of the difficulty that existed at the Treasury, failed in his duty in not altering the clause when he perused the Bill as a member of the Cabinet, and also in not having had the proposed amendment printed long ago. Many hon. members did not even now quite understand what the Colonial Treasurer was driving at, and the amendment ought to be printed before they proceeded further with the clause.

The HON. SIR T. MCILWRAITH said the amendment was introduced as a verbal one, but it now came out that it provided for the pastoral lessee paying his rent six months before the time that he had been accustomed to pay it, and three months actually before the year for which he paid commenced. That was a very considerable alteration, and was not what he understood to be the object of the amendment moved by the Treasurer. An amendment of that sort ought to have been duly given notice of and put in an intelligible form so that hon. members could understand it. The proviso, which had not yet been spoken of, might possibly lead to the pastoral lessee having to pay two years' rent at the start right off. Supposing the division was made in the month of October, then, at the commencement of January, the rent became payable for that year. But the lessee had already paid his rent for the whole of the run for that year, and yet when the division was made he would be asked to pay it over again for the divided half.

The PREMIER said he had known a Bill pass through the House almost entirely in manuscript; but that was neither here nor there. There was no doubt that there should be a fixed period for the payment of the year's rent, so that all the tenants should be put on the same footing. Whether it should be put before the commencement of the current year, or three months afterwards, was not a matter of much consequence. The present system was that the rent was payable at a period corresponding with the financial year, which ended on the 30th June. The amendment now proposed was nothing more than a verbal amendment. With regard to the proviso, some provision would have to be made to meet cases where the approval of the board

was given in an early part of the year—in which case the lease would take effect from the 1st January, otherwise the rent would not be payable until the next September, and there would be twelve months without any rent at all.

The HON. SIR T. McILWRAITH said that instead of securing uniformity the amendment destroyed what little uniformity there was in the clause, by insisting that for the future all pastoral lessees within the red line should pay rent fifteen months in advance instead of nine months. That had made what might have been uniformity, worse than it was before. Then the Premier quietly said, "Oh, we can retrace our steps, and make the year end on the 30th June." That was not the way that amendments should be sneaked in. The hon. gentleman need not think they were going to pass amendments in that way. It would take half-an-hour to make the Chairman understand the clause. The Chairman could not explain it very well. He knew the Colonial Treasurer would get his "pound of flesh" if he possibly could; but he did not think he would get it in such a surreptitious way as that. That was not the sort of way in which pastoral tenants were to be treated. The Treasurer actually wanted the money in the Treasury, not allowing even for the time it would take to come from those pastoral tenants. He wanted them to pay for the grass they ate three months before it was actually commenced to be eaten at all.

Mr. MOREHEAD said there were some remarks that fell from the leader of the Opposition that he really must challenge. The leader of the Opposition said that the Chairman did not understand the amendments, and he was certain that he did. Therefore he would ask the Chairman to explain them, to show that the judgment of the leader of the Opposition was incorrect.

Mr. PALMER said there was such a light being thrown upon these amendments that a certain expression used by the Colonial Treasurer once came in very *àpropos:* "I fear the Greeks even when they bring gifts." When they saw the way in which rents were being fixed by the new sub-clause, they might exclaim: "We fear the Colonial Treasurer even when he proposes to be good to us."

The HON SIR. T. McILWRAITH said the hon. member for Balonne was entirely wrong. He was sure that the Chairman did not understand the amendment. An amendment was put by the Colonial Treasurer, and two other amendments had been made upon that amendment, which had not been mentioned to them yet. The Chairman had not got them down.

The COLONIAL TREASURER said he mentioned that he wished to alter the date, 31st December, to the 30th June.

Mr. MOREHEAD said he objected to the alteration. He did not wish to show any discourtesy to the hon. Treasurer, but he objected to his tampering with the clause which was the backbone of the Bill. They had before them alterations emanating from the Government themselves on the revenue producing clause of the Bill, and it was a revenue Bill. They were fairly entitled to have those amendments in print before they discussed them; they should not be hurried. He was certain that the Chairman, with his long Parliamentary experience, would quite agree with that. They must "hasten slowly" in dealing with that particular clause.

On the motion of the COLONIAL TREASURER the amendment was amended by the substitution of the words "30th June" for "31st December."

Amendment put and passed.

On the motion of the COLONIAL TREASURER, the word "that" was substituted for the word "each," in the 33rd line.

The COLONIAL TREASURER said he proposed to further amend the clause by the addition of the following words:—

> Provided that the rent payable in respect of the period terminating on the 30th day of June next after the commencement of the term of the lease shall be payable within three months after the notification of the order of the board confirming the division.

The HON SIR T. McILWRAITH said he hoped the hon. member intended to adjourn, as he should like to see that amendment in print. He did not think the Committee were going to offer any objections; but it was a very difficult thing to see through all the amendments; and he thought the best thing would be to have it in print for to-morrow. He understood the intention of the Government was to make the pastoral year end on the 30th June, and make the rent payable on the 30th September as before.

The PREMIER said that of course it was desirable that the rent should be payable in respect of some fixed year; what they proposed to do now was to make it payable in respect of the financial year. Another point also suggested itself. The order of the board confirming the division might be made at any period of the year—from the month of January, to the month of December. Suppose it were made within the first three months of the year; the lease would commence from the 1st January, and the first six months' rent up to the 30th June would by the proviso be payable before that time. Supposing the order of the board were made in January, it was only fair that the tenant should have reasonable time to know what he had to pay; so it was proposed to give him three months to make the payment for the first half-year. Supposing the order of the board were made in April, May, or June, the lease would commence from the 1st July, and no rent would be payable till then; in that case the proviso would be imperative. Passing on to the third quarter of the year—suppose the order of the board to be published in July, August, or September, the lease would date back to the 1st July. It would be very unfair to make the lessee pay the rent in September, when, perhaps, the order of the board would be published in that month. The effect of the proviso in that case would be to postpone the time for payment of the rent until three months after the division was made; so that in every case justice would be done to the tenant. He would always have three months to know what rent he had to pay before being called upon to pay it. It might be postponed as late as December.

Mr. STEVENSON said he thought they should have time to consider the matter, and see the amendment and the explanation which had been given of it in print before deciding upon it.

The HON. SIR T. McILWRAITH said he saw no objection to the principle laid down. They should secure uniformity and carry out the old system of paying three months after the year commenced. At the same time he thought they should have the proviso before them in print. Of course the hon. member would not go much further, because one of the most important parts of the Bill immediately followed.

The PREMIER said that the Government were reluctant to adjourn the matter, because if it stood over till to-morrow, they could not tell whether the discussion might not last the whole evening. He hoped hon. members would not take advantage of it; he knew the hon. member at the head of the Opposition did not contemplate

anything of the kind. He would be very glad to have an adjournment, because he understood there would be a discussion on the 3rd paragraph. He thought there ought to be a discussion on the rents in that paragraph.

The HON. SIR T. MCILWRAITH said he hoped the adjournment at that hour would be a precedent. Twenty minutes past 10 was a reasonable thing for the members of the Opposition, especially when they had to work so hard to knock sense into the hon. members on the other side.

On the motion of the MINISTER FOR LANDS, the CHAIRMAN left the chair, reported progress, and obtained leave to sit again to-morrow.

OATHS ACT AMENDMENT BILL.

The SPEAKER announced the receipt of a message from the Legislative Council forwarding the Oaths Act Amendment Bill.

On the motion of the PREMIER, in the absence of the hon. member for Bowen, the message was ordered to be taken into consideration in committee to-morrow.

MARYBOROUGH RACECOURSE BILL.

The SPEAKER announced the receipt of a message from the Legislative Council returning this Bill without amendment.

The House adjourned at twenty-two minutes past 10 o'clock.