Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

WEDNESDAY, 15 OCTOBER 1884

LEGISLATIVE ASSEMBLY.

Wednesday, 15 *October*, 1884.

Question.—Formal Motions.—Crown Lands Bill—committee.—Immigration Act of 1882 Amendment Bill.—Appropriation Bill No. 2.—Health Bill.—Printing Committee.—Adjournment.

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

QUESTION.

Mr. STEVENS asked the Minister for Lands—

What steps the Government intend to take with regard to the rabbit pest?

The MINISTER FOR LANDS (Hon. C. B. Dutton) replied—

As the Government are satisfied that the present method for treating the rabbit pest in New South Wales is effectually checking its spread, they do not propose to deal with the matter this session.

FORMAL MOTIONS.

The following formal motions were agreed to :—

By Mr. PALMER—

That there be laid upon the table of the House, a Return showing,—

1. Amounts of all assessments received under the Brands Act of 1872 in each district since the Act came into force.

2. Also amounts of fines recovered under the Act in each district, and to whom those fines were paid.

3. Expenditure in working the Brands Act in each district.

4. Balances to debit or credit of each district.

5. List of officers employed at present, with amounts of salary.

By Mr. LALOR—

That there be laid upon the table of the House, all letters and correspondence relative to the dismissal of Mr. King, of the Experimental Farm, Yuleba.

CROWN LANDS BILL—COMMITTEE.

On the Order of the Day being read, the House went into Committee to further consider this Bill in detail.

Question—That clause 25, as amended, stand part of the Bill—

To which it had been proposed, as an amendment, to add the following proviso to subsection :—

"Provided that the rent payable in respect of the period terminating on the thirtieth 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."

Mr. SCOTT said that as he read the subsection now the rent was to be paid fifteen months in advance.

The PREMIER (Hon. S. W. Griffith) : No.

Mr. SCOTT said the clause stated that the rent was to be payable in advance in Brisbane. He understood the Colonial Treasurer yesterday to move words to that effect.

The COLONIAL TREASURER (Hon. J. R. Dickson) said that the object of the amendment, as he had explained on the previous night, was to make the rent payable on the one day for the two terms, July and January. There would then be uniformity, the rents being made payable on the 30th September, three months after the lease for the year had commenced; therefore the lessee would only be paying nine months in advance. The proposed proviso—the question having been settled by the Committee that there should be uniformity—now dealt with the commencement of the lease. The order of the board confirming the division might be made during the currency of the year, and the proviso was to the effect that three months after that order such proportion of the rent as might be due till the following 30th June must be paid.

The HON. SIR T. McILWRAITH said it was hard to say whether the explanation of the Colonial Treasurer tallied with the clause as it would appear when read as a whole. It would have been much more convenient had the whole clause been printed as amended. The amendment that was carried on the previous evening inserted the words "in respect of the year ending the 30th of June" after the word "payable" in subsection 1. That was not the amendment proposed by the Colonial Treasurer in the first instance. He would like to hear the clause as it now stood read through.

The CHAIRMAN said the clause as amended read as follows :—

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

It was now proposed to add the words :—

"Provided that the rent payable in respect of the period terminating on the thirtieth 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 the rents were now paid in September. Supposing a tenant had paid his rent for the year, and the division of his run was adjudicated upon and decided in October, what would take place in that case? Three months after the decision would be January. Would the tenant who had already paid his rent under the old system up to the 30th June be called upon to pay the new rent also up to that date?

The COLONIAL TREASURER said he assumed the question of the hon. gentleman to be this : Supposing the pastoral lessee had paid his rent for the whole year on the 30th September, and that a division of his run was made immediately after, would he be called upon by the board to pay another year's rent under the new arrangement? He (the Colonial Treasurer) took it that whatever rent the lessee paid would be placed to

his credit. If a portion of the run was withdrawn from his occupation the amount that he had paid would be placed to his credit, and he would be charged the balance of rent due on the moiety of his run, which, according to the decision of the board, would remain in his occupation.

The HON. SIR T. McILWRAITH said a clause ought to have been formulated to provide for such a contingency, as it was a contingency that was likely to occur, seeing that the board would be working all the year round. It might happen in some cases that, instead of the pastoral lessee having to pay additional rent, he would be entitled to receive something from the Treasury. But according to that clause it was compulsory on him, quite irrespective of the fact that he might have paid his rent under the old system, to pay the new rent on the division of the run from the time that the division was made by the board. Again, in the previous part of the clause, it was provided that the term should be "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." That was, that the term of fifteen years would date from that time. He understood that the object of the amendment of the Colonial Treasurer was to make all leases date from the 1st of July next present.

The COLONIAL TREASURER : To make the annual rents accrue from the 1st of July ; not to alter the dates of the leases.

The HON. SIR T. McILWRAITH said that then, according as applications were made and adjudicated on, the leases would date from the 1st of July or the 1st of January. That was not proposed to be altered, but it was simply intended that the tenant should pay six months' rent at the first payment, and that all subsequent rents should be payable on the 30th of September. He did not see now how the amendment would provide for that. He knew what the Colonial Treasurer was aiming at, but failed to see that the hon. gentleman had carried it out in the amendment he had placed before the Committee. How did the hon. gentleman meet the objection he had previously made—namely, that in many cases it must happen that double rents were being paid ?

The COLONIAL TREASURER said he thought it would be inconvenient if the Bill dealt in any way with rents accruing under a previous tenure. It very properly dealt only with leases conferred and rents payable under the Bill. Any payment that might be made by a tenant under any previous lease on account of land, the occupation of which was not enjoyed by him, would be placed to his credit in the Treasury, against which would be placed any charge that might accrue under the Bill. He thought that was simple enough. It would be exceedingly inconvenient if the Government introduced a clause dealing with rents which accrued under an entirely different tenure. With regard to the proviso, he would give an illustration which would perhaps make it a little clearer to hon. members. Assuming that an adjudication of the board took place in the month of February, and that the order of the board issued at that time, the lease would date from the 1st of January, and the rent would accrue on the unresumed portion from the 1st of January to the 30th of June ensuing. The pastoral lessee would receive three months' notice that he should pay a fractional part of the year's rent up to the 30th of June. On that date he would be put on the regular list, and all future payments would be made annually on the 30th September. That arrangement would prevent any confusion. If the proviso were not inserted the tenant would have to pay on the 30th of September for the current year, and also for arrears accruing from the 1st of January to 30th June, preceding. As he had stated last night, those mixed dates would lead to considerable confusion. As the hon. gentleman had just said, it was purely a matter of account, and its object was to enable the pastoral tenant, at the beginning of his new term, to adjust the fractional part of his year's rental before commencing to pay to the Treasury his annual rental during the fifteen years' tenure. The lease would date from the 1st January, or the 1st July, whichever might be nearest to the notification of division issued by the board. The amendment merely dealt with a fractional part of the year which might present itself when the board had adjudicated upon the lease.

Mr. PALMER said he wished to know whether, in case the lessee did not pay that fractional part of a year's rent, the lessee would be allowed to pay it with the usual twelve months' rent on the 30th September, without rendering himself liable to a penalty ?

The COLONIAL TREASURER said that it was intended by the proviso that the fractional part of the year's rent should be paid by itself, and not along with the ensuing year's rent. Otherwise there would be no object in making the proviso.

The HON. SIR T. McILWRAITH said the question asked by the hon. member for Burke was quite justified, because subsection 7, which imposed a penalty for non-payment of rent, contemplated only the annual rent; and the Colonial Treasurer would therefore have to make a consequential amendment to cover non-payment of the fractional rent referred to.

Mr. SCOTT asked whether, in case of a division being made in February, the lease would date from the 1st January previous, or from the time the division was notified ?

The COLONIAL TREASURER said that the lease would date from the 1st January or the 1st July—whichever date was nearest to the date of notification in the *Gazette* of the order of the board.

Amendment put and passed.

The PREMIER said there was a verbal amendment to be moved in subsection 3.

The HON. SIR T. McILWRAITH said that before they came to that he had a question to ask. It was provided in subsection 3 that the rents of leases in the settled districts should be fixed at 40s. per square mile, while for all other runs there was a maximum and a minimum fixed—the maximum being 90s. and the minimum 20s. per square mile. Why should that difference exist ?

The MINISTER FOR LANDS replied that the rent in the settled districts had been fixed at 40s. per square mile, because lessees there were at present paying that amount, and had been doing so for some years past; and the Government thought it a very fair amount. It had been decided to fix the rent at 40s., and the amount was not liable to any increase or diminution by the board.

The HON. SIR T. McILWRAITH asked why that principle should not be applied to runs held under other Acts than the Settled Districts Pastoral Leases Act of 1876, and the Settled Districts Pastoral Leases Act of 1882 ? Why should the distinction be made between them ?

The MINISTER FOR LANDS said that 40s. per square mile was considered a fair rent to be paid for all the runs in the settled districts. That had been accepted for a long time, and the Government had decided to fix it at that amount for five years. There

might be some difference, probably, in the character of the runs along the coast generally; but still the rate of 40s. was not an excessive price. It had not been considered so heretofore. It was a fair rate. In the other cases it was not so well known what the runs were worth. The rents of the runs in the settled districts had been discussed over and over again; in other portions they had not, and there would be no means of ascertaining. It was left in that way in order that the matter might be dealt with by the board.

Mr. PALMER said that the Minister for Lands argued that the fact of 40s. per square mile having been paid for those runs for such a number of years showed that that was about the value of the runs. He would call the hon. gentleman's attention to the fact that there were a great number of people who thought that rent far too high; and the result was that there were thousands of miles of country in the settled districts of Queensland that had not been, nor were ever likely to be taken up at the present rent of 40s., for the simple reason that they knew it was not worth that rent. The land about Cape York and to the western border was all open at 40s., but people declined to pay that rent because they thought it excessive. The Minister for Lands was pretty well aware too, in some instances, of the reasons why that country had not been taken up.

The MINISTER FOR LANDS said he would point out that, under the part of the Bill which dealt with occupation licenses, the lands which had not been taken up might be offered at the discretion of the board at 10s., so that that would meet the cases of the runs which it had not been worth while to take up at 40s. Where they had been taken up at that price it had been supposed that that was a fair value for them. That was under the "Occupation licenses," clause 73, which provided that occupation licenses might be granted from year to year at such a rent as might be determined by the board, who were to ascertain the value of them, the minimum being 10s. That would also meet the case of lands not worth 40s. If they were not worth 10s., he questioned whether they would be worth taking up.

Question—That the words "of 1876 Amendment Act" be inserted after the word "Act" in the 45th line—put and passed.

The HON. SIR T. MCILWRAITH said he did not think that the Minister for Lands, from the remarks he had made, was acquainted with the operation of the Settled Districts Pastoral Leases Act of 1876. When that Act was passed 40s. per square mile was made the minimum rent for land within the settled districts. The effect of that Act was that there were so many runs forfeited on account of the rent, which was 40s.—the same as here—that the aggregate amount of rents for the whole of the settled districts did not equal what it was in the previous years, as the pastoral lessees reduced their rents by forfeiting certain portions of the runs; and it had continued so ever since. The Government had met the case in this way: That, instead of putting up the runs at the usual mileage—which had been the practice in the office constantly—they reduced the mileage of the run until it came within the scope of the pastoral lessee to pay. He understood the Minister for Lands to say that to provide for cases of that sort, where the pastoral lessee considered the price at which he could take up land prohibitory, the Crown might deal with that land under the occupation licenses in Part VI., when it might be taken up at 10s. He did not think it was in the interest of the Crown that they should make a jump downwards from 40s. to 10s. There might be a medium, and there ought to be one. It was recognised in the New South Wales Land Act that the minimum in certain cases might be too high, and, therefore, machinery was provided, by which, in such cases, the minimum price being fixed, there might be an appeal to the Minister to decide whether that minimum should not in such cases be departed from. But as the Government here had made it one of the specialities of the Bill that there should be no appeal from the minimum, as there was in New South Wales—not to the Minister, but to a court of arbitration—the effect would be that where the price was too high the pastoral lessee would not rent it; but it would get a better price than the 10s. under Part VI. He would therefore recommend that the Minister for Lands should provide machinery by which the price might be reduced without making a reduction to such an extent as from 40s. to 10s., as provided in clause 73.

The MINISTER FOR LANDS said there was no necessity for reducing the rent to such a low rate as 10s.; that was optional with the board. They could offer it at any price not less than 10s. It did not by any means follow that because the land was not taken up at 40s. it should only be taken up at 10s.

The PREMIER said that what was proposed in the clause was that the lessees should continue to pay the rent they were now paying. They did not propose to make it less for a better tenure. The land would not have been taken up if it had not been considered to be worth it.

The HON. SIR T. MCILWRAITH: The lands have not been taken up.

The PREMIER said that that part of the Bill did not deal with lands not taken up by anybody. There were other provisions in the Bill for that. It only dealt with lands already leased at 40s. per square mile.

Mr. NORTON said he wished to point out that some of the runs now held contained far greater areas than rent was paid for. When they were put up in the first instance, the lessees would not pay the rent, so they were withdrawn and put up a second time, with the same boundaries but with the nominal area reduced; and in some cases that was done a third time. Therefore, a run which was now let as fifty miles might actually contain seventy-five miles, and a difficulty might arise in such cases. Some of the lessees might prefer giving up their holdings to paying £2 per square mile for the actual area. He would like to know the opinion of the Minister for Lands in regard to that; did he intend to leave the areas as they were, or to alter them?

The MINISTER FOR LANDS said that under the Settled Districts Pastoral Leases Act there was no such provision made for unavailable country as in the present Bill. In many instances the runs contained a very large extent of absolutely worthless country—fully half the whole area in some runs, he knew. The lessees would not be required to pay for that.

Mr. NORTON said the Bill provided only for the case of land that was wholly unavailable. There was a good deal of land included in some of the leases which could not carry more than about one-tenth of the stock that the remainder of the run could carry, but which yet could not be called wholly unavailable.

The MINISTER FOR LANDS said it hardly seemed practicable to distinguish to a nicety between partially and wholly unavailable land. He thought such land as that mentioned by the hon. member might be regarded as practically wholly unavailable, and would so be determined by anyone appointed to decide the question.

Mr. DONALDSON said that there was a very large extent of country in the interior where the land was of such a character that lessees could not possibly afford to pay so high a rental as 20s. per square mile. He thought the board should be authorised to fix a lower rent than 20s., and he should like to see the minimum reduced to 10s. Where land was almost useless it was very hard that the holder should be called upon to pay a high rent. He proposed to omit the word "twenty" in subsection 3, with the view of inserting the word "ten."

The HON. SIR T. McILWRAITH said that before the amendment was put he should like to ask the Minister for Lands again why, in the special case referred to, it was found expedient to fix both a maximum and a minimum, while in every other case the board had been bound by a minimum only, and the maximum had been left entirely to themselves.

The MINISTER FOR LANDS said that it was an expression of opinion on the part of the Government as to the two extremes within which the board should keep during the first period of five years.

The HON. SIR T. McILWRAITH: What have the Government got to do with it?

The MINISTER FOR LANDS said the Bill was a reflex of the opinions of the Government; and they thought it advisable to define the limits for the first term, at all events. It was the opinion of the Government that the valuation of grazing land should be between 20s. and £4 10s. per square mile. That was the reason why they fixed a maximum and minimum.

The HON. SIR T. McILWRAITH said that instead of being an explanation, that was saying only half what the clause itself told them. The clause was not the expression of an opinion from the Government that the rent should be between 90s. and 20s.; it was an actual direction by Parliament that the rent should be between limits. What had the Government to do with that? The Minister for Lands was simply a unit in a majority or a minority, as the case might be—the same as any other member of the House. He (Hon. Sir T. McIlwraith) asked why it had been found necessary to fix both a minimum and maximum for rents in one case, while in every other case the maximum had been left entirely to the board. If it were necessary for the Bill to give an indication to the board of the rent for the first five years, was it not equally necessary for the next period of five years, or ten years? What he wished to get at was whether there was any special reason for it in the present case.

The MINISTER FOR LANDS said that when he said it was the opinion of the Government that certain rents should be fixed, he did not presume to imply that therefore it must necessarily be right. They had submitted it to the Committee as the expression of their opinion; it might or might not be accepted by the Committee. It was necessary in matters of that kind to have a starting point; the board were to take that direction for the first five years, and afterwards they could fix the rents themselves.

The HON. SIR T. McILWRAITH said if the Bill had left it to the board to decide what the rent should be in the second and third periods he could have understood the reason given by the Minister for Lands, but that power was now in the hands of the board, because the minimum was fixed. The reason given by the hon. gentleman why the maximum should not be fixed in the second period was that it could not be foreseen what might happen—that something might occur to wonderfully increase the value of the runs. Was it not possible that something might happen to decrease them, and might not the time come when not a single squatter in the country could not pay his rent out of his profits. The same thing might happen for two or three years consecutively. Why, therefore, should they give such instructions to the board for the first period, and refuse to give it to them for the second and third periods? The hon. member had said—because they could not foresee what would take place. Well, granting that he could not see why the board should be limited, why should they say now that the minimum rent should be so and so, and refuse to allow the board to make it more if they thought fit. That was departing from the principle laid down in the Bill.

The PREMIER said they were dealing with the question so that the tenant should have some idea what his rent would be. It was, he understood, desirable—and everybody agreed that it was desirable — that at present some limit should be fixed, whether between 10s. or 90s., or between 20s. and 90s., or 20s. and 100s. That was the question to be decided. With respect to the other matter, the provision of the 6th subsection, he might say at once that the Government, after further consideration, had come to the conclusion that it would be better to leave the matter entirely unfettered after the first five years, and leave the board free. If the run had become reduced in value the board could reduce the rent, and if it became increased in value they could increase the rent. Therefore, the Government proposed to omit the 6th paragraph altogether. He might give a reason why it was undesirable that a maximum should be fixed. This was a thing that he trusted would happen in many cases. The Government, by the expenditure of public money in the exploration for water, would show the pastoral tenant how he could treble the value of his run by the expenditure of very little capital. Another thing would certainly happen in many instances during one of the two periods; in some cases during the first, and in more during the second. He hoped and expected that railways would run up to almost the very doors of some of the pastoral tenants; and, instead of their having to pay heavy carriage rates, they would be able to send their goods by rail. He merely gave two instances of the manner in which runs might largely increase in value during five years of occupation by the expenditure of public moneys. On the other hand a case might happen of a run becoming practically valueless or reduced in value by some natural calamity. They had seen some cases where a run had deen depreciated in consequence of the inroads of marsupials, but that was not likely to occur again. But, in any case, it would be desirable that the board should not be required arbitrarily to increase the rent if they thought it sufficient.

The HON. SIR T. McILWRAITH said the way in which the Minister for Lands had met his argument on the point was rather astonishing, but it was more strange that the Premier should get up and announce that it was the intention of the Government to negative subsection 6. It struck him that the intentions of the Government were the intentions of the Premier, and that the Minister for Lands knew nothing of the proposed amendment. It was quite possible that they might progress too slowly.

The PREMIER: Hear, hear!

The HON. SIR T. McILWRAITH: At all events it wanted some personal intelligence to force the Bill through and explain what it all meant.

Mr. MOREHEAD said he had pointed out an objection last night that a maximum was fixed without the permission of the board. The Government might have informed the Com-

mittee that they had determined to abandon the subsection, without wasting time as they had done. He did not believe in the amendment of the hon. member for Warrego as it stood. He believed in the maximum and minimum being fixed as had been done in former Acts. So far as the amendment was concerned, he could say that there were very few runs held under a less rental than 10s., and he knew of many of those lessees who came under the Act of 1869 who paid a great deal more than 30s., in the outside districts.

Amendment put and passed.

On the motion of the PREMIER, the clause was further amended, in subsection 4, by the omission of the word "term" and the substitution of the word "period."

The HON. SIR T. MCILWRAITH said that before the hon. gentleman came to subsection 6 he should like to have some explanation of subsection (*e*), and he hoped the Minister for Lands would be able to explain it.

The MINISTER FOR LANDS said he might as well state that the Government intended to omit from subsection (*e*) all the words after the word "account." The words they proposed to omit were as followed:—

"Except so far as such improvements were necessary and proper improvements without which the land could not reasonably be utilised."

He proposed that as an amendment.

The HON. B. B. MORETON said he had an amendment to propose in paragraph (*b*) if it was not too late.

The MINISTER FOR LANDS: With the permission of the Committee, I will withdraw my amendment.

Amendment, by leave, withdrawn.

The HON. B. B. MORETON said the amendment he wished to move in paragraph (*b*) was the omission of the words "after a proper and reasonable expenditure of money in improvements." The reason for the amendment was that in estimating the assessment it was provided in subsection (*e*) that the increment in value attributable to improvements was not to be taken into account, "except in so far as such improvements were necessary and proper improvements without which the land could not reasonably be utilised"; and the Government proposed now to omit those words.

The MINISTER FOR LANDS said the Government could not admit the hon. member's amendment. If any person occupied country and declined to make use of it, it might be left in the state in which it was first taken up, and the amendment would be equivalent to saying that they should not assess it for increased rental at all, unless some reasonable use was made of the land and some reasonable expenditure of money made upon it to utilise its natural advantages. That subsection was not a tax upon improvements, but it simply required the owner and occupier of the land to utilise it in some fair way, and if he failed to do so he would still be liable to have the rent increased. He did not think the proviso would press unfairly in any way.

Mr. STEVENSON asked why the Minister for Lands did not distinctly specify the number of stock which would be considered sufficient to fully stock the runs with, as was the case under the present Act? That would be much more satisfactory to all parties. The Minister for Lands surely had experience enough to know what was a fair number of stock to fully stock a run in an ordinary season.

Mr. MOREHEAD said that if the Government wished to get a fair rental from the runs it would be much better to have an assessment upon the stock. They could decide what number of stock a run could be fairly and reasonably expected to carry, and the stock could be assessed at so much per head. Such a system would have the effect of making the occupiers stock their runs to a certain extent. That was the old system in New South Wales, twenty years ago, when he thought the country was supposed to carry 4,000 sheep to 3,000 acres. It would take a hundred courts to arrive at a conclusion as to what was "a proper and reasonable expenditure of money in improvements," unless some opinion was given as to the number of stock a run would be expected to carry. He agreed with the hon. member for Burnett, and would support his amendment.

The MINISTER FOR LANDS said the hon. gentleman had not pointed out how they were to arrive at the number of stock a run could carry. Were they to accept the occupant's statement? They would have to bring the same justice to bear upon that question as upon the one raised by subsection (*b*), unless they were content to accept the occupant's statement as to what was a sufficient number of stock to stock his run fully; and after that was decided they would have to fall back upon the provisions of the clause. It was no use to say they should accept the occupant's statement. He had not much faith in declarations.

Mr. MOREHEAD: Still you are getting a good many people to make them just now.

The MINISTER FOR LANDS said that was the law as it stood, and he was required to carry out its directions—not that he attached any great value to those declarations. He did not see that the hon. member's amendment would in any way assist them to arrive at the increased value of runs.

Mr. MOREHEAD said the Minister for Lands failed to see what was pointed out by the hon. member for Burnett, that unless the clause was amended as that hon. member proposed it would be inconsistent with the amendment the Minister for Lands had himself proposed in subsection (*e*). To make the clause consistent, if the words which the Minister for Lands proposed to omit in subsection (*e*) were omitted, the words referred to in subsection (*b*) by the hon. member for Burnett should also be eliminated.

The PREMIER said there was no inconsistency whatever in the contention of the Minister for Lands. There was a great distinction between the two matters. It was one thing to make a man pay rent in respect of improvements he made, and it was quite another thing to insist that, in estimating the rent he should pay, it should be assumed that he would use the land in a reasonable manner. In considering how many stock a run could carry it was taken for granted that the tenant used his land in a reasonable and sensible manner. There was some country which, if unimproved, could not carry any stock at all, even in average seasons, but with ordinary and proper management that country might be made to carry a good many stock. The clause simply provided that the rent would be estimated on the assumption that the land would be used in a reasonable and sensible manner. It was a very different thing from that to make a man pay rent on his improvements. There was therefore no inconsistency whatever in the contention of the Minister for Lands, nor in omitting the words proposed to be omitted in paragraph (*e*), and retaining those proposed to be omitted in paragraph (*b*).

Mr. DONALDSON said a difficulty presented itself to him in the clause. If there were two pieces of land, equal in quality, but one having natural water, and the other compelling the

tenant to spend perhaps £5,000 in improving it, the rent would be the same in both cases. It was easier, he knew, to find fault than suggest a remedy; but he thought the clause should be altered so that some allowance could be made to the tenant who had expended money in improving his run. That would meet the objection of the hon. member for Burnett. If a man spent £5,000 in improvements, the interest on that money was certainly an annual outlay to him; and he would not only have to pay higher rent than the man who had the naturally watered country, but also the interest on his expenditure. He thought, therefore, that the amendment of the hon. member for Burnett would meet the objection. A great deal was left to the discretion of the board in valuing runs. If the board when taking evidence would ascertain whether the country could carry stock, with or without expenditure, they should certainly make some allowance for any expenditure that was made. Supposing a block of country with natural water carried 1,000 head of cattle, another block of the same size without water would not carry the same number without improvements; and it should be left to the discretion of the board to make allowance to the person who had the unwatered country. He thought the Committee ought to arrive at some conclusion by which the man who got the naturally watered country, and the man who had to make artificial water were, by the terms of the section, placed in exactly the same position.

Mr. NORTON said he quite agreed with the amendment moved by the hon. member for Burnett. Every lessee taking up country under that Bill would have a certain amount of rent to pay whether he used the land or not, and therefore it was not likely that he would leave it unoccupied. That would be taken into consideration in arriving at a calculation of what stock the run would carry under ordinary circumstances, and therefore he did not think there was any danger in omitting the words of the amendment. If a man went on to unwatered country, he would not pay rent for nothing; and having to pay rent, he would try and make the land available for stock. If, however, the subsection passed in its present form it would have the effect of encouraging him to put more stock on his land than he would do under ordinary circumstances, and that was not altogether desirable.

Mr. STEVENS said he thought the amendment was a very reasonable one. As the hon. member for Warrego had pointed out, it would be unfair to expect one man with watered and absolutely good country, and another man with bad and unimproved country, to pay the same rent. In 100 miles of country in the West, they would find one run well watered, and another that was not; and, of course, it would be unfair to place the unwatered country on the same footing as the other. It would be manifestly unfair that the lessees should pay equal rents. It would be far easier, and make the clause much more workable, if it were amended so that the board would be compelled to take into consideration the money expended in improvements. The simplest way, perhaps, would be to accept the amendment of the hon. member for Burnett.

The HON. SIR T. MCILWRAITH said that if the Minister for Lands would consider subsections (*b*) and (*c*) he would find that they were inconsistent. What the Premier admitted he wanted to get at was to make provision for unwatered country being put down at a minimum rent. That was the difficulty; and it was met in subsection (*d*), under which the supply of water, whether natural or artificial, and the facilities for the storage or raising of water, were to be taken into consideration. He thought the provision in subsection (*b*) that regard should be made to the number of stock which it might reasonably be expected to carry in average seasons, "after a proper and reasonable expenditure of money in improvements," was perfectly inconsistent with subsection (*c*); because it did exactly what the Premier said he did not want to do. What was wanted was to provide that water facilities—water on the run, and the possibility or advantages that the run presented for providing water—should be taken into consideration to make the subsections consistent. The last part of subsection (*b*) should be struck out.

The PREMIER said he did not see the inconsistency. If a man took up unwatered country it would, unimproved, carry no stock at all; and if those words were left out he would have to pay no rent. But that was only one element; all the elements had to be taken into consideration. One was the quality of the land; another the number of stock it would carry; another the means of communication; and another the supply of water, whether natural or artificial. Those were all different elements, and all had to be considered. In considering how many stock a run would carry, the question would not be whether it was unwatered country, but how many stock it would carry if it were put to proper use. There was no inconsistency whatever in that. What the hon. member for Warrego suggested was a different thing altogether: it was that some allowance should be made the tenant for money he had expended in improvements. That was really covered by the clause. The number of stock that a run could carry would be the number which it might be expected to carry if the run was used properly—"after proper and reasonable expense of money in improvements." Many runs would not carry stock without improvements; that ought to be considered and recognised. It ought to be understood that it was the duty of every tenant to improve his run in such a manner as to make it useful and put it to the best advantage. Of course he would not be expected to expend money unnecessarily. That was an important element, and one that should be considered by the board.

Mr. NORTON said the hon. gentleman was quite right in what he said with regard to unwatered country. Unwatered country would carry no stock; but then in dealing with that subject they must not consider one paragraph only, but look at the clause as a whole. Subsection (*d*) referred to "the supply of water, whether natural or artificial, and the facilities for the storage or raising of water," and subsection (*e*) to such improvements as were "necessary and proper improvements without which the land could not reasonably be utilised."

Mr. STEVENS said he could not see the use of retaining the two clauses. He did not see what reasonable expenditure there would be in a great part of the colony for improvements otherwise than in the storage of water—making wells and providing dams and tanks; and that was provided for in subsection (*d*).

The PREMIER said the hon. gentleman seemed to think there was something contradictory in the clauses. They were not contradictory. Subsection (*d*) stated that one of the things to be taken into consideration by the board was "the supply of water, whether natural or artificial, and the facilities for the storage or raising of water." Then they were to consider further the number of stock which the run might "reasonably be expected to carry in average seasons after a proper and reasonable expenditure of money in improvements."

Mr. STEVENS said that was clear enough, but it was with regard to the mode of fixing the rent that he was speaking. Where the injustice came in was here, that a man who had a large supply of permanent water on his run had to pay the same rent as the man who provided an artificial water supply.

Mr. DONALDSON said that was the objection he had to the clause. The rent in both cases was the same. The man who had naturally-watered country and the one who had expended a large sum of money in providing an artificial supply were treated alike so far as rent was concerned. He thought that by the omission of the words objected to, the members of the board would surely have common sense enough to arrive at what would be a fair rental. No reasonable man would be at a loss to determine what was a fair rental under those circumstances; but no man would be justified in putting the same rent on country artificially watered as he would on country that had a good natural supply of water, provided the quality of the land was equal in both cases. There was certainly a difficulty in properly interpreting the clause as it stood at present. He could not suggest any remedy except the omission of the subsection under discussion, but probably the hon. the Premier might be able to add a few words that would meet the case. If reasonable allowance was made for the expenditure incurred by the lessee, and the expenditure was taken into consideration by the board as determining the rent, that would meet the difficulty. He did not contend for that alteration with a view to enable persons to take up country and only pay the minimum rental.

The PREMIER said he believed that all that the hon. member who had just sat down desired, and all the hon. member for Burke desired, would be secured by a verbal alteration in the proviso to subsection (*c*). As it was worded now it only dealt with the increased value attributable to improvements, and practically only dealt with the rent for the second and third terms. It read as follows:—"Provided that, in estimating the increased value, the increment in value attributable to improvements, shall not be taken into account"; that was the increase for the second and third terms. The objection which had been urged by hon. members might be met by making the proviso apply to the whole subsection, and altering it so as to read "provided that in estimating the value any increment in value attributable to improvements shall not be taken into account." That would apply to every stage from start to finish, and a man who had expended money in providing water would not have to pay for that improvement. That would cover all, and would harmonise the whole clause.

Mr. MOREHEAD said he did not think that any member who had spoken on his side had any difficulty with regard to subsection (*b*). As to the question of rent and water supply, he was of opinion that no hon. member would propose to tax a tenant who provided an artificial water supply on his run to the same extent as a person whose land possessed a good natural supply. To his mind it was quite clear that the board would not rate both men in the same way.

Mr. NORTON said he thought the clause might be improved by omitting the words "average seasons" from subsection (*b*), which would then read thus: "The number of stock which it may reasonably be expected to carry after a proper and reasonable expenditure of money in improvements."

The HON. B. B. MORETON said, as far as he understood the Premier, the amendment he suggested would only refer to the second and third periods of the lease.

The PREMIER: I will make it apply to the whole.

Mr. STEVENSON said subsection (*d*) was calculated to mislead. He did not know whether the Premier contended that it simply referred to water improvements or permanent improvements as well. It might be very misleading in some cases. For instance, one man might elect to fence his run, and another might choose to employ shepherds. If a man put up fencing, was he to be taxed for doing so? He thought the board should be instructed that they were not to tax a man who fenced his run in the same way as a man who did not fence. It was important to know whether subsection (*d*) referred to water improvements only or to fencing improvements as well.

The PREMIER said that was a matter of detail which it would be better to leave in the hands of the board. In some cases fencing might be necessary, and in others entirely unnecessary; it would be for the board to decide.

Mr. NORTON said there was nothing to be gained by retaining the words in the subsection after "carry." The matter might very well be left to the board.

The MINISTER FOR LANDS said the words merely directed the board that they should only take average seasons into their calculations. They might be called upon to assess in an exceptionally good season or in an exceptionally bad one, and it was evident that they could only go by the average seasons. He did not see what would be gained by omitting the words.

Mr. NORTON said the members of the board would surely have sense enough to know the number of stock a run would carry, and they would, of course, take one year with another.

The MINISTER FOR LANDS said he could see no harm in directing the board to take average seasons into account. The direction was specific, and at the same time it left them ample scope to exercise their judgment.

The HON. B. B. MORETON asked the Premier if he understood him to say that the proviso, as proposed to be amended, would apply to the first rent, and not to the second and third only?

The PREMIER replied that he proposed to amend the proviso in that way.

The HON. B. B. MORETON said that in that case his views were met, and, with the permission of the Committee, he would withdraw his amendment.

Amendment withdrawn accordingly.

On the motion of the PREMIER, the word "and" was added at the end of subsection (*d*), and the words "with respect to the rent for the second and third periods of five years," at the beginning of subsection (*e*).

On the motion of the PREMIER, the proviso following subclause (*e*) was amended by the omission of the word "increased" in the 1st line; the substitution of the word "any" for "the" in the 2nd line; and the omission of all the words after the word "account" in the 3rd line.

The MINISTER FOR LANDS moved that subsection 6 be omitted.

Mr. MOREHEAD asked if the same course of procedure would be followed as had been followed in regard to grazing and agricultural farms?

The PREMIER: Yes; with some modifications.

Question put and passed.

The PREMIER said he would move the verbal amendment in subsection 7, line 3, suggested by the hon. member for Mulgrave.

Mr. MOREHEAD said he did not rise to object to the verbal amendment; but he wanted to know from the Premier, who was really in charge of the Bill, what would be the effect to the lessee if he was placed in such a position by having a heavy rent imposed upon him that he was unable to pay it; supposing he had spent a large amount of money in improvements, would he lose all those improvements—would they be absolutely forfeited to the State?

The PREMIER said there was no provision in the Bill for paying for improvements on forfeited runs, and there never had been in any Act that he knew of.

Mr. MOREHEAD said he would ask the hon. gentleman to look at clause 33, which read as followed:—

"If any lease under this part of this Act is forfeited or otherwise determined before the expiration of the term thereof, the Governor in Council may, by proclamation, declare the land which was comprised in such lease to be open to be leased to the first applicant, for the remainder of the term of fifteen years, subject to the same conditions as were applicable to the former lease.

"Or the land may be dealt with under any other provisions of this Act applicable thereto."

That only applied to the rent. But was the new applicant, who was willing to pay the advanced rent that the original holder could not pay, to have the benefit of all the improvements or were they to be valued? It appeared to him to be the most reasonable way, that if any tenant found that the rent was too high and he could not pay it, and anyone else came in and took it up under the same conditions, that those improvements should be valued, and the sum paid to the outgoing tenant. It was a very important point, because it was a matter that was perfectly possible; many such cases might arise owing to bad seasons, or many other causes which might prevent a tenant from paying his rent at the termination of the first period, or the second, or during the duration of any of those periods. It would be very hard if the improvements were taken away by the State, and he should get no compensation whatever; and somebody else was prepared to take his place. Some provision ought to be made to meet cases of that sort.

The MINISTER FOR LANDS said he did not think tenants should be allowed compensation in the case of a forfeiture. The unpaid rents would cover, to a certain extent, the value of the improvements. It would not be let to the new tenant at the rent at which it stood when it was forfeited by the original holder.

Mr. MOREHEAD: It says so in the 33rd clause.

The MINISTER FOR LANDS said, on the same conditions but not at the same rent.

Mr. MOREHEAD said that if the improvements were of any value at all the value should be taken in part payment of the rent, and the rest of the money handed over to the man who was unfortunate enough not to be able to keep his holding any longer.

Amendment put and passed.

The PREMIER said he wished to propose a verbal amendment in subsection 8—to omit the word "run" and insert the word "holding."

Mr. MOREHEAD said that, before they passed on to that, he thought they should give some further consideration to the point he had raised with regard to improvements on forfeited holdings. It was a matter more likely to affect the poorer class of pastoral tenant than the rich. It might very easily happen that a man with a few thousand pounds, through adverse circumstances would be compelled to forfeit his lease, and yet all his improvements were to go to the State, and would be handed over free of cost to any man who could take up the same position as he did under the lease. The larger squatter would not be so much affected, because he could probably tide over the difficulty; nor the selector, because time would be given to him in case of bad seasons. He thought some provision should be put into the Bill, so that if a man had to forfeit his lease he might get compensation for the improvements he had put on the land, and which were, of course, of value—probably the same value—to the man who came in after him.

Mr. BEATTIE said the request for an explanation made by the hon. member for Balonne was a reasonable one. He would point out that the incoming tenant who got the forfeited lease would be paid at the expiration of his term for the improvements put on by his predecessor. He thought some provision ought be made for a case of that description.

Mr. KATES said he agreed with the hon. member for Balonne that some compensation for improvements should be given to the unfortunate lessee who was compelled to give up his lease.

Mr. JORDAN said that when adverse circumstances compelled the lessee to forfeit his lease, he thought some allowance should be made to him for his improvements. At the same time, he did not consider it would be just or desirable that there should be a claim against the Government in all cases—or at all. The claim should be against the incoming tenant.

Mr. MOREHEAD: Hear, hear!

Mr. JORDAN said the matter might be arranged by a proviso at the end of the 33rd clause.

The MINISTER FOR LANDS said the contingency was a very improbable one, but it might occur. It did not necessarily follow that because a run was forfeited it would be handed over in its entirety to some other man to occupy in the same way. It could be dealt with under any of the provisions of the Bill applicable to the case. He admitted that there was something in the argument of the hon. member for Balonne. There would be hardship in some cases where forfeiture occurred, and that might be met, as suggested by the hon. member for South Brisbane, by providing that the incoming tenant should pay the value of the improvements.

Mr. MOREHEAD: That is what I suggested myself.

The PREMIER said that the Government would be prepared at a later hour with an amendment to clause 33, dealing with the matter.

Amendment agreed to.

The PREMIER said he had another verbal amendment to propose in the 8th subsection. It provided that the lessee should pay "the same amount of annual rent." It should be "the same amount of rent per square mile"; otherwise, when a run was divided, the tenant would pay the same rent for part of it that he formerly paid for the whole.

Amendment agreed to.

Clause, as amended, put and passed.

On clause 26, as follows:—

"When any portion of a run is resumed under the provisions of this Act, the lessee of the remainder may continue to depasture his stock upon the resumed part or any part thereof until the same has been selected under Part IV. of this Act or otherwise disposed of under the provisions of this Act; but he shall not be entitled to exclude any person from entering upon it for the *bonâ fide* purpose of examination or inspection.

"If the lessee desires to exercise such right of depasturing, he shall, within three months after the division

of the run has been confirmed by the board, give notice to the Minister, and shall pay, at the time and place appointed for payment of the rent of his holding, an annual rent at a rate to be determined by the board, but not exceeding the rate per square mile payable under the previously subsisting lease of the run. Provided that if any of the land on which such right of depasturing is exercised is proclaimed open to selection under Part IV. of this Act, the rent payable in respect thereof shall be reduced by one-third.

"When any part of the land is selected or otherwise disposed of, a reduction shall be made in the rent proportionate to the area so selected or disposed of.

"If the rent is not paid at the time and place appointed, the right of depasturing shall be forfeited, but the forfeiture may be defeated under and subject to the same conditions as are hereinbefore provided in the case of the lease.

"The same abatement shall be made in respect of unavailable land in the case of such right of depasturing as is hereinbefore provided in the case of leases."

The MINISTER FOR LANDS moved the insertion of the following words after the word "this" in the 2nd line of the clause—"part of this."

Amendment put and passed.

Mr. DONALDSON moved, in the 2nd line of the 2nd paragraph, the omission of the word "three," with a view of substituting "six." He thought a fair time ought to be allowed the pastoral lessee to make up his mind whether he would take up the resumed portion of the run. It was quite possible that the lessee might not be in the colony, and he ought to have the benefit of the extended time.

Amendment put and passed.

Mr. DONALDSON said he wished to draw attention to parapraph 3 of the clause, which said that the reduction in the rent should be made in proportion to the area selected. He thought that was hardly fair, because it was quite possible that in a large area of 40,000 or 50,000 acres of land open to selection there might be various qualities. Twenty thousand acres might be selected out of the 50,000, and it might be worth twice as much as the remaining 30,000 acres. Instead of the rent being fixed in proportion to the area, it should be fixed in proportion to the quality of the land.

The MINISTER FOR LANDS said if it was attempted to meet cases of that kind the Bill would become so complicated as to be unworkable. Any attempt to meet cases of that kind would add tremendously to the difficulty of working the Bill. The occupier had the unresumed portion of his run at the present rent, and the portion liable to resumption at one third less than the present rent until it was required, and he thought those were very easy terms without attempting to meet the difficulty of the best part of the land being taken away. He felt sure that would not be found to be a grievance.

Mr. MOREHEAD said he did not think the alternative suggested by the hon. member for Warrego existed in any of their Land Acts.

Mr. NORTON: Yes, it does.

Mr. MOREHEAD said it did not exist in the Pastoral Leases Act.

Mr. NORTON: In the Settled Districts Act.

Mr. MOREHEAD said he was talking of the amendment of the hon. member for Warrego, and he felt perfectly certain that it did not exist in any leasehold Acts in the unsettled districts of the colony, nor did it exist in the Railway Reserves Act. Where a portion of country was taken the rental was fixed simply on the acreage or mileage. He quite agreed with the Minister for Lands—and it was the only time he had agreed with him—that if the amendment of the hon. member for Warrego were passed it would lead to such complications and difficulties as would render the Bill practically unworkable.

Mr. PALMER said if it should happen that the lessee failed to give notice that he would take advantage of the clause and pay rent for the resumed half, how was that to be notified? How would that be notified, and to whom would it be open to take advantage of a grazing right to the resumed half?

The MINISTER FOR LANDS said that, if the lessee did not express his willingness to take advantage of the clause, the resumed half might be cut up and opened to selection generally.

Clause, as amended, put and passed.

On clause 27, as follows:—

"If in the opinion of the board any lessee exercising the right of depasturing is injuriously using the land over which the right to depasture is exercised by overstocking the same, the board may require him to reduce the number of his stock thereon to such an extent as the board may think fit; and if the lessee fails to comply with such requisition within six months after receipt thereof, his right of depasturing shall be determined."

The HON. B. B. MORETON said, before going into discussion on the remainder of those clauses he should like to have a clear understanding on the question of compensation as affecting that portion of the run which was to be resumed. They had provided that one-half of the run should be re-leased and the other half resumed. If the tenant did not think it worth his while to get a license for the resumed portion—if he only held the portion re-leased, and threw up the portion resumed, and upon which there might be some improvements—was the value of those improvements to be paid to him there and then, or must he wait until some selector came and took up the resumed land? Clause 47, he found, said:—

"If there are upon any land selected under this part of this Act any improvements, the selector shall pay the value of such improvements to the commissioner within sixty days from the date when the value thereof has been determined.

"Such value shall be that stated in the proclamation declaring the land open to selection, or, if no value was therein stated, shall be determined by agreement between the commissioner and the person entitled under the provisions of this Act to compensation for the improvements, and, in case of their not agreeing, the value shall be determined by the board in the manner hereinbefore provided."

It seemed from that, that before the proclamation declaring the land open for selection was made, the value of those improvements must be ascertained. That was so, as he understood the clause; and, therefore, as soon as the lessee threw up his right to the land he was to be paid compensation for improvements by the Government, and the Government would charge the incoming selector or grazier with the value of the improvements.

The MINISTER FOR LANDS said that where the lessee did not recognise his grazing right he threw it up and it was left to some other person to take up on a yearly tenancy, and the rent he would have to pay would include the value of the improvements. When a tenant threw up his right to the grazing of the resumed portion, he was, of course, entitled to compensation for the improvements he made on it. After he gave up his right it was transferred to some other person, and the rent the new tenant would have to pay for it would be the rent according to the value of the place and the improvements. The Government would certainly have to recognise the right of the leaseholder to the value of his improvements upon the portions of the land resumed.

Mr. PALMER said the clause was a provision against over-stocking, and it began with the words "If, in the opinion of the board." In a case of that sort the board could not have any opinion of their own; it must be that of somebody else — the commissioner, he supposed.

Considering all the difficulties there would be in coming to a decision on the point, and seeing that there were numerous objections to the clause, and that there was great improbability of its being carried out effectually, he thought it would be as well for the Minister for Lands to withdraw it. He (Mr. Palmer) failed to see that it would serve any good purpose; on the other hand, he could see a great many reasons why it would never be carried out. It would be impossible to determine the overstocking of a run. The commissioner might say it was overstocked, and the tenant that it was not. Who then was to decide? There were a number of lights in which the clause might be regarded, all showing the difficulty of working it.

The MINISTER FOR LANDS said the clause provided a necessary safeguard against the lessee using the renewed half of his run in such a way as to deter people from selecting. He might preserve the leased portion and use the resumed portion in such a way as to make it valueless to anybody who wished to select; and it was necessary that the country should be secured against such a deterioration of the resumed portion. The decision of the board would be based on the information derived from the report of the commissioner. If they thought the charge that the lessee used improperly the land on which he had the right of pasturage was substantiated, they would require him to surrender that right.

Mr. MOREHEAD said he would ask how they were to get at the opinion of the board? As had been pointed out by the hon. member for Burke, the clause would be surrounded with difficulties if it were passed. There must be some machinery brought to bear before the board could arrive at an opinion; and the other side must be heard also; so that it would possibly take two or three years, or at any rate a very long time, to discover whether the wrong—which might possibly exist—had been committed. If the hon. gentleman had accepted the proposition made by more than one member on both sides of the Committee in regard to subsection (*b*) of the 25th clause—to define the number of stock which might be carried on each square mile of country—there might be something in the clause; but the Government would not agree to that proposal. As it stood the clause would be perfectly unworkable, and it would be much better to strike it out altogether.

The MINISTER FOR LANDS said that the mere fact that the board had the power contained in the clause would act as a deterrent; and the difficulties in getting at the real facts of the case were not so great as the hon. gentleman imagined. When a lessee was charged with overstocking, the board would be able to get information on which to act; and if they considered that information sufficient to justify them in exercising the power given by the clause, they would do so. The hon. gentleman admitted that mischief might be done in the way of overstocking the resumed portion of runs; and he said that the difficulty could be met by providing that a certain quantity of stock should be allowed to each square mile of country. He (the Minister for Lands) denied that such a provision would meet the difficulty unless the quantity varied according to the varieties of country, because the number in one case might not be more than sufficient to fairly graze the run; while in another it might be altogether in excess of the carrying capabilities of the country, and would have the effect of destroying it for the time being, at all events, if not for a long time.

Mr. MOREHEAD said it appeared to him that there must be some unit by which to determine the amount of stock to be carried on a particular portion, otherwise there would be no means of discovering whether the resumed portion of a run had been overstocked or not, except by examining witnesses and going through a long process, which would probably lead to such a conflict of opinion that the board could not arrive at a right decision. Where was a charge to originate under the clause? Was Tom, Dick, or Harry, who might have a dislike to the person depasturing stock on the resumed portion of a holding, to write to the board? And would that complaint form the basis of an inquiry on which the board might arrive at the decision which it was proposed should be arrived at under the clause?

The MINISTER FOR LANDS said there would be no difficulty in getting at the origin of the charge. If an intending selector went on a piece of land open to selection, and found it in such a condition that he could not attempt to take it up, he would go to the commissioner and complain that the lessee had used it in such a way that it was valueless, either to him or to anybody else, for the purpose of selection. The commissioner would then report to the board, who would require him to inspect and report upon the condition of the resumed portion in comparison with the leased portion, the probability being that the lessee would be saving his leased portion and overstocking his resumed portion. The commissioner would in due time make his report to the board, and on that report the board would take action.

Mr. STEVENS said he would point out one great hardship that might exist under the clause. It might happen that the only permanent water on a holding would be on the resumed part; and with the view of saving that for a bad season, the lessee would keep a great portion of his stock on the other portion. When the dry season came his stock would of course be crowded on the well-watered portion in the resumed part. Then some person travelling with a view to selection would perhaps pass through the run, and report what he saw to the commissioner. The commissioner would visit the run, and finding the statement perfectly correct—that the reserved portion was very much overstocked—would make a report to that effect to the board, who would at once order the lessee to remove his stock. What, he would ask, would be the result? Where would the lessee take his stock? There would be no water on the other portion of the run, and all the feed would be gone. That was where hardship might come in under the clause.

The MINISTER FOR LANDS said that if it were shown that the country appeared to be overstocked from the fact that the only permanent water available was on the resumed portion, he could not imagine that the board would determine the right of pasturage. The object of the clause was to prevent a lessee dealing with the resumed portion in such a way as to make it unfit for selection. If he were dealing with a case under the clause, he should ask whether the overstocking was in consequence of the water being dried up on the rest of the run; but to require a man to give up his right for that reason would be a great injustice. They could not provide for every case: it must be left to the sense of right and good judgment of the board to do what was right according to circumstances.

Mr. STEVENS said, as far as he understood the clause, the board had no option in the matter. If country which would ordinarily carry, say, one sheep to five or six acres was at any time stocked with one sheep to the acre, it would be overstocked, and the board must then act upon the provisions relating to overstocking. The clause might be differently worded, so as to meet cases of the nature to which he had referred.

Mr. FOOTE said as he read the clause it was a very good safeguard. It was not intended, he thought, to operate in a manner that would be injurious to the lessee. For instance, as the Minister for Lands had already stated, if it could be shown that the resumed part of a run contained the only natural available water in certain seasons of the year, no land commissioner would report adversely to the tenant without qualifying his report by stating that the land was not overstocked intentionally—that, owing to the fact that it contained the only available water, the stock were depastured there for a short period only, and would be reduced as soon as rain came. No doubt that was what would be done, and the board would act accordingly. And he might there remark that no lessee could overstock such country for any great length of time without suffering the consequences. If he had six sheep running where he ought to have only one, he himself would suffer. The clause, he repeated, would not operate injuriously to anyone; he did not think it was intended to be put in operation except in cases of necessity.

Mr. GRIMES said the clause was a very important one, and should by no means be allowed to be eliminated from the Bill. Hon. members knew very well what was the result of overstocking on the Darling Downs many years ago. There the consequence was that the country had never since grown natural grasses to such perfection as it did before the overstocking took place, and perhaps never would. He thought it was right that the Crown should prevent pastoral lands from being destroyed by overstocking. He could not see where any hardship would be inflicted by the clause. The lessee would receive notice that his run was overstocked, and would be called upon to reduce his stock within six months; which allowed him plenty of time for that purpose. How would any hardship result from such an arrangement?

Mr. MOREHEAD said, if there was anything in the contention of the hon. gentleman who had just sat down, it was that they should not only prevent a squatter from overstocking the unresumed portion of his run, but they should also prescribe the number of stock he should be allowed to depasture on his leasehold. He (Mr. Morehead) was perfectly certain that the clause would be inoperative. Supposing it was reported to the board that a lessee was overstocking the land over which the right to depasture was exercised, and they decided to send a commissioner to examine the country, possibly rain might fall in the meantime, and the country which had been absolutely laid bare might be covered with a splendid growth of grass. The provision was too absurd. A person might go to many a run in the interior of the colony at the present time and find that there was very little grass on it, and might report that it had been laid bare by the squatter; and the board might call upon the commissioner to make a report to them, when as a matter of fact Providence had done it, and not the squatter. The disastrous effect might have been caused by drought, and not by overstocking. And perhaps in a few months hence the country would be covered with a magnificent growth of grass. The clause was unworkable, as in practice it would be found that many things had to be taken into consideration in determining whether land was overstocked or not.

Mr. PALMER said the statements made by the hon. member for Oxley with regard to the country on the Darling Downs being spoilt through overstocking were open to question. He (Mr. Palmer) had no doubt that if they had good seasons, such as used to prevail in olden times, that country would be as good as ever it was, and that was proved by the fact that in places reserved from stock the natural grasses were growing as well as ever. In reference to the other remarks of the hon. member, he would observe that according to his argument they might just as well put a provision in that clause extending it to every part of the lessee's run. There was no reason why they should not exercise that power over the pastoral tenant in every way, and say that he should not overstock any part of his run, if it was made applicable to the resumed portion. The Minister for Lands seemed to conclude that there was only one way by which country could be deteriorated—namely, by overstocking; and apparently took no notice of drought in that connection.

Clause put and passed.

On clause 28, as follows:—

"If a pastoral tenant does not, within three months after the order confirming the division of his run, give notice to the Minister that he desires to exercise the right of depasturing hereby conferred, or if at any time thereafter he gives notice to the Minister that he surrenders such right in respect of the whole or any portion of the resumed part, or if his right is determined under the provisions of the last preceding section, or if he fails to pay the prescribed rent, the land may be dealt with as Crown lands under any of the provisions of this Act applicable thereto."

The MINISTER FOR LANDS moved that the word "three" in the 1st line be omitted, with the view of inserting the word "six."

Amendment agreed to.

The HON. B. B. MORETON said he had asked the Minister for Lands for information respecting compensation for improvements on the resumed portion of a run, and as far as he understood the hon. gentleman, his reply was to the effect that the Government would pay the lessee the amount of the improvements on the resumed half if he did not exercise the right to depasture referred to in the 26th clause. He presumed the hon. gentleman had no objection to put a provision to that effect in the Bill when they came to clause 100, which dealt with compensation for improvements.

The PREMIER said the provisions about compensation for improvements had been explained on more than one occasion. The 100th clause provided that the tenant should receive such compensation as would fairly represent the value of the improvements to an incoming tenant or purchaser; and clause 103 provided that the compensation should not be payable to the lessee until he was actually deprived of the use of the land, or of the improvements in respect of which compensation was awarded. In the cases of portions of runs resumed under that part of the Bill, the compensation for the improvements would be payable when the tenant was deprived of the use of them. So long as the tenant continued to exercise his grazing right over the resumed part compensation for improvements would not be given. Nor, if he chose to abandon his improvements on that part of the run, would compensation be payable until some other use was made of them by the Crown. As soon as the Crown made any other use of them, either by allowing somebody to select the land as grazing or agricultural farms, or by granting an occupation license to some other pastoral tenant, the compensation would be payable. The Crown would pay the compensation as soon as they took the improvements from the tenant and gave them to somebody else. The tenant could not have both the improvements and the money representing them at the same time. That was the scheme of the Bill.

The HON. B. B. MORETON said that according to the clause under discussion the tenant might give up the right of depasturing on any

portion of the resumed land, and the improvements would consequently be of no use to him whatever.

The PREMIER said it was not intended that the pastoral tenant, saying he should not pay any more rent, should be entitled to exact compensation for improvements before they were wanted by the Crown. The improvements would be paid for as soon as the Crown took possession of them.

The HON. B. B. MORETON said he understood that, if a lessee gave notice that he did not want to use the resumed land, he could still use it if nobody else came and interfered with him.

The PREMIER said that was very much the case now. If nobody else wanted a piece of land, the man who was there used it.

The HON. SIR T. MCILWRAITH said that, according to the explanation given by the Premier, the pastoral lessee would have to wait until the improvements on his resumed land were utilised by somebody else before he was entitled to compensation. That was a new light that had been thrown on the subject for the first time. He had not understood it in that way from the Minister for Lands, either in his speech on the second reading or his subsequent speeches in committee. He understood the principle to be that the runs were to be divided into two parts, and that on the resumed part the lessee was to be actually paid for the improvements he had made, whether he elected to continue the right of depasturage upon it or not. Surely that was only fair. But there was another difficulty in the clause. It provided that a lessee might give up any portion of the resumed part, but there was nothing to show that his rent was to be reduced in proportion to the amount of land so given up. Agricultural or grazing farms might be so selected as to render perfectly useless a certain portion of that resumed part. Then, if he renounced his right to that portion, what would happen? The clause did not say.

The PREMIER said the 26th clause provided that the rent should be payable at per square mile. If a lessee paid on thirty square miles, and gave up six of them, he would thereafter have to pay on only twenty-four square miles. The remainder would be simply looked upon as Crown land, and dealt with accordingly.

The HON. SIR T. MCILWRAITH said that clause 26 provided that when the Government took the land away the rent was to be reduced proportionately. But clause 28 provided for another state of things—where the pastoral lessee might give up the land—and it did not provide for a proportionate reduction of rent in that case.

The PREMIER said the pastoral tenant would only pay rent per square mile occupied.

Mr. STEVENS said that, according to the answer given by the Premier to the hon. member for Burnett, the action of the Bill would be, by reducing the area of a lessee's country and charging him an increased rental, to disproportionately improve one portion of his run, and increase its carrying capacities; and it might take the whole of his resources to do that. Consequently he would not be in a position to work the portion of the run resumed by the Government, and he would have to forfeit all his improvements upon it, and get no compensation. The fact of the lessee holding the run would not prevent other people from using the improvements. If the lessee did not pay the rent for the resumed portion, any person travelling with stock could settle there and use the improvements, and neither pay rent to the Government nor compensation to the man who put the improvements there.

The PREMIER: The more fools they, to let them.

Mr. MOREHEAD said the Premier said, "The more fools they, to let them." He did not know what the Premier meant. The Government would want a very large staff of officers to look after those people.

Mr. GOVETT said the arguments brought forward now would prove what he stated the other night—that a great deal of country would be wasted. What would become of the improvements, he would like to know, in cases where the squatter chose to give up the resumed part of the run at once? Would he not look to the Government for payment for those improvements? Who was to keep those improvements in repair? Because it was very well known that station improvements, if they were left out of use, with no one to look after them, would soon go into disrepair. Dams, particularly, wanted very careful watching after every storm, otherwise they would soon go to ruin, and be washed away by the first flood.

The MINISTER FOR LANDS said he did not know why the hon. gentleman should assume that, as soon as a portion of the run was resumed, the squatter would at once withdraw all his claim to it. Would he be in a position to do so at once? The object of the Government was to provide means of keeping stock on the resumed portion of a run until it was wanted. The squatter could avail himself of that right unless his run was so poorly stocked that he could afford to keep the whole of it upon one-half, and abandon the rest, which was a very improbable thing. If it did happen at all it would only be in isolated cases. The leader of the Opposition said there was some difference in the view he took from that taken by the Premier. He simply stated that if a man gave up his run, and the Government chose to re-let it on a yearly license to somebody else, they would then be making use of the land and would pay for the improvements. Until the Government made some use of the land the original owner had no claim for compensation from the Government for the value of the improvements. There was no real difference.

Mr. MOREHEAD said he did not think the hon. gentleman altogether grasped the scope of what a Land Bill should be. In fact, the hon. gentleman almost admitted it. They should not only deal with probabilities, but with possibilities; and a question of this sort was quite possible and probable. A lessee might be, for instance, quite content to abide by the decision of the Government, and say, "Very well; one part of my run is to be taken from me; I will devote my energies to the part left"; and he would give up the one-half or one-third which would be demanded of him as soon as the Bill was passed; that was referring to the lands inside the schedule. The question would arise as to what compensation would be given to the tenant who chose to adopt that course, and said—"I will give up this land, as has been done under the Act of 1869 where the six months' notice has been waived; but give me compensation for my improvements. You take the land and do what you like with it. I will fence it off; I do not want it. I will go on with the land I have for fifteen years, after the one-half, or one-third has been taken away." Surely that lessee was entitled to some compensation for improvements, when he immediately handed over what was asked of him? He would have nothing to do with what the State did with the land afterwards; he would say—"I am going to depasture on that no more. I will spend my money in developing the portion left; but I want compensation for the improvements

the State has taken away from me." How would the Bill meet a case of that sort? It was not an uncommon case.

The PREMIER said squatters were not usually so anxious to give up their runs as the hon. member would lead the Committee to think they were. On the contrary, they would, in nearly every instance, continue to keep the land at the low rate. They paid the rent at present, and why should they not continue to do so? There was no reason to suppose they would not. The clause might operate as an inducement to them not to abandon their improvements until they were wanted by the Crown.

Mr. MOREHEAD said the Premier might assume anything. He had put a case before them in which a squatter—a pastoral lessee—who had received notice that one-half or one-third of his run was to be resumed, said, "I do not want to depasture over that part; I will concentrate my attention on that part which is mine for fifteen years; let the Government take the remainder, and do with it what they will; I will develop so far as I can that portion which is left." What would the Government do in such a case, when the pastoral lessee took up that position, and asked for compensation for the improvements upon that portion of which they had given him notice of resumption, which notice he had absolutely acquiesced in, and had handed the land over to the State.

The PREMIER said the whole thing was part of the same bargain, and the squatter knew what that bargain was. The scheme of the Bill was that compensation was to be given when the land was taken away—not when the tenant desired it should be paid. The Government looked at it from the State's point of view. The Government would pay for improvements when they took the land away from the lessee. If the lessee chose to give it up that was his business, and he could do so if he chose. If he liked he could keep it, and use the improvements, and pay a small rent; or he could do the other thing. He ought to take all that into consideration before he made up his mind. The whole thing was perfectly plain and intelligible.

Mr. MOREHEAD said the machinery of the Bill took away from the tenant a certain portion of his run. Clause 26 said that he might continue to depasture upon the resumed part. One part would belong to the State, and the other portion would belong to the tenant for fifteen years. The tenant might say—"Very well; I am content to abide by the division; I do not wish to depasture upon the resumed part of the run—let the public have it. The Government may do as they choose with it—throw it open for grazing areas, or anything they like. I am not going to put further improvements upon it, as I would not be entitled to compensation. But if the State take it, I am entitled, having handed it over, to demand compensation for the improvements upon the part they resumed, which I wish no more to occupy."

Mr. PALMER said he would point out that in some clauses the board was the authority that they would be subject to; and in other cases, it was the Minister. In the present case, the lessee had to give notice to the Minister. What was the difference between the Minister and the board?

The PREMIER: It means the department. It is a departmental affair.

Mr. PALMER said, with regard to rent—was there any fixed limit as to the amount of rent?

The HON. SIR T. MCILWRAITH said that the scheme of the Bill, as laid down by the Government, was to pay compensation to the pastoral lessee for the improvements on the land resumed when the land was taken away from him. Clause 24, he thought, showed very plainly when it was that the land was taken from him:—

> "The Minister shall cause the run to be divided into two parts, one of which, hereinafter called 'the resumed part,' shall be thereafter deemed to be Crown lands (subject to the right of depasturing thereon hereinafter defined), and for the other part the pastoral tenant shall be entitled to receive a lease."

The land was divided into two parts; to one part of which the tenant was entitled to a lease. The other part was resumed, and if the tenant did not ask for the further right of depasturing on that part it was to all intents and purposes taken from him by the Government; so that in the case mentioned by the hon. member for Burnett the Government ought to pay compensation. How the tenant was to get compensation in any other way he failed to see. The Premier tried to get over the matter by saying it was very unlikely that any pastoral lessee would fail to ask for the right of depasturing over the resumed portion; but he (Hon. Sir T. McIlwraith) knew many cases where selection was certain to go on so quickly that it would not be worth while asking for the right. The Premier would no doubt answer to that, at once, "In that case we will get it from the persons who take up the land." But those people would not be able to pay for the improvements. How was a man who took up a grazing selection of 2,000 or 3,000 acres to pay for a piece of fencing that might run—and in nine cases out of ten would run—in some grotesque way across his holding? In very few cases indeed would the selectors be able to utilise the fences that had been put up by the pastoral lessee; in fact, it would be to their interest to select in such a way as to leave out the improvements. Yet the only relief the pastoral lessee was to have was, that he was to get compensation from those people who took up the land. He had understood most distinctly, when the matter was before the Committee the other night, that the Minister for Lands laid down the principle that, on the resumption of any pastoral lessee's land he was to be paid for his improvements. He thought himself that that was the only way they could keep faith with the tenants of the Crown at the present time. Under the Act of 1869 the lessees could claim to be paid for their improvements, so that the Bill was actually taking away the right which at present existed. On the broad principle of equity they should provide some means by which the lessees should be paid for their improvements as soon as the land was resumed, provided they did not elect to take advantage of the right of depasturing.

The MINISTER FOR LANDS said that under the Bill the tenant had practically the same rights with regard to the resumed part of his run that the Act of 1869 gave him. As he had pointed out the other night, where a selection contained improvements, if the value of those improvements were not paid in full by the selector, the balance would have to be made up by the Crown.

The HON. SIR T. MCILWRAITH: Where is that?

The MINISTER FOR LANDS said that the lessee would have to be paid in full for his improvements when they were made use of, or he was dispossessed of them. He was not dispossessed of them till the land was selected, the Government assuming that he would continue in the use of the resumed portion until it was selected, or until it was made use of in some other way by the Government.

The HON. SIR T. MCILWRAITH said the explanation the hon. gentleman gave now agreed

with the explanation he had given on a previous occasion; but in what portion of the Bill was it provided that the pastoral lessee was to be paid the difference between the true worth of his improvements and their worth to the selector who should take them up?

The PREMIER: Part IX. We discussed it the other night.

The HON. SIR T. McILWRAITH said they certainly had discussed it the other night; and perhaps the result was satisfactory to the Premier, but it was not so to other members of the Committee. He had examined Part IX., and could not see where the provision came in. He would like to know in what way the pastoral lessee would be paid for the value of his improvements, over and above their value to the selector who took up the land.

The PREMIER said he would try to explain the matter once more. Of course the discussion was perfectly irregular, and related to matters dealt with in Part IX. of the Bill. That part provided that on resumption of a run—

"The pastoral tenant shall be entitled to receive as compensation in respect of the improvement such sum as would fairly represent the value of the improvement to an incoming tenant or purchaser."

That compensation he would receive from the Crown. The provision as to the amount to be paid for improvements by the selector was in Part IV. of the Bill. The proclamation declaring land open for selection would put a value on the improvements. The price paid by the selector and the price the lessee got from the Crown were two different things. What the Crown paid the tenant was the value of what the Crown took from the tenant. An improvement which might be worth £100 to the pastoral tenant might only be worth £50 to the selector. Provided the Crown paid the outgoing tenant the value of the improvement, it did not matter to him what the selector paid the Crown. The Crown was going to pay the tenant on the basis laid down in Part IX. of the Bill. What the selector paid the Crown was altogether another matter.

The HON. SIR T. McILWRAITH said the Premier had told them it was useless discussing that question on clause 29, and wanted them to wait till they got to clause 100 before raising the point. Hon. members on both sides of the Committee would by that time have come to an understanding of how the hon. gentleman was trying to work through the Bill. By the time he got to clause 100, he would point out that the whole matter had been considered when they passed clause 29. The point now under discussion had been raised and put clearly the other night. It was asked then in what way the pastoral lessee was to be compensated for the improvements on the resumed portion of the run. The Premier pointed out that the method was laid down in clause 100. Hon. members on the Opposition side showed at once that the compensation provided there was for the value of the improvements to the incoming tenant or purchaser. The Government then pointed out that that part of the Bill was an imitation of some clauses in the Irish Land Act, where the value to the incoming tenant and the outgoing tenant was practically the same. The man who came into the business carried on his business on the same ground and engaged in exactly the same kind of agriculture as the outgoing tenant, so that practically it was an arrangement made by one tenant who was going in to use the whole improvements for the same purposes and on the same ground as the other. But what they were considering here was a perfectly different thing. The half of a run was taken away, and was subdivided into possibly a dozen different portions. The value in that case to the incoming tenant was actually in many cases not a great deal less than the value to the outgoing tenant. That had been pointed out clearly by the Minister for Lands, who immediately rose and said that it was not at the value of the improvements to the incoming tenant that the pastoral lessee was to be paid at all, but that what the Government intended to pay was the actual value of the improvements on the resumed portion; the incoming tenant would be made to pay a certain amount under the Act, but the difference would be made up by the Government. In what way would it be made up by the Government? They were referred back again and again to clause 100 as a solution of the question; but there was no satisfactory answer to be obtained therein. That was the point on which they differed. The hon. member said he saw no difficulty. He (Hon. Sir T. McIlwraith) saw the greatest difficulty; as no provision whatever had been made in the Bill having reference to the improvements being paid for on the resumption of the land, as had been promised on the second reading—as had been promised repeatedly since then, and as the Minister for Lands had promised ten minutes ago.

The PREMIER said he could not follow the hon. gentleman. He did not understand what he was driving at, except that the one thing to be considered was how much money the pastoral tenant was to be paid by the country. What the hon. gentleman's arguments meant he could not understand. The Bill provided that when the improvements were taken away from the pastoral tenant he should be paid for them. What business was it of the tenant where the money came from so long as he got it; or what did it matter to him whether part was provided by the taxpayer and part by the incoming tenant? The pastoral tenant was told what he was going to get; and what more did he want? Did it concern him how the Crown was going to get the money? He (the Premier) confessed he did not see where the difficulty came in. He should be glad to deal with the matter if he could comprehend it, but he could not grasp the difficulty if there was one. They had to deal with the question between the landlord and the tenant, and not between two tenants. The landlord told the tenant something definite—that if his improvements were taken from him he would be paid for them; but the compensation would be paid when the improvements were taken—not when the tenant chose to give them up, but when the landlord wanted them. The landlord having got the improvements dealt with them as he thought proper. If he had a tenant, and an agreement existed that all improvements were to be paid for, he should not feel bound to tell that tenant what he was going to do with the improvements. He could do what he liked with them. He might sell them for three times the value of what he gave, or he might give them away for nothing. He did not see what was to be gained by discussing the question now. They would have to discuss it when they came to Part IX. of the Bill, but it had nothing to do with the present question.

The HON. SIR T. McILWRAITH said he had no doubt that when everything had been pointed out, and the justice of the different cases put before him, the hon. gentleman would have amendments prepared and ready to propose when they came to the different clauses. He admitted that the proper time for the discussion was when they came to clause 100; but, as he had already said, if they passed the present clause it would be a strong reason for not reopening the question again further on, and that argument would be used by the hon. gentleman. He would advise the hon. gentleman to keep his abuse of the

squatters to himself. The hon. gentleman would not prevent him from speaking on the rights of the squatters as strongly as he felt whenever he thought the Government were doing an injustice. But the hon. gentleman had drifted into his old style of argument again, and the fact of his reverting to abuse was an indication that he was beaten in argument. The hon. member was in pretty much the same box as he was a few nights ago, and he asked why they should concern themselves as to how the Government were going to pay for the improvements? That was, perhaps, not a matter of concern to him, but what he (Hon. Sir T. McIlwraith) had asked to be pointed out was, how the Bill provided that the pastoral lessee should get the value of his improvements from the Government. There was no machinery in the Bill by which the pastoral lessee was to get the value of his improvements, nor was there anything in the Bill by which those values were to be assessed. Clause 100 provided that the value should be the value to the incoming tenant. That was no value at all. The value to the incoming tenant, as had been pointed out, time after time, was perfectly inadequate to compensate the pastoral lessee for the improvements he lost. In fact, so much had been admitted by the Minister for Lands, who rose and pointed out that that would not be the value given to the pastoral lessee; but that the value of the improvements would be the actual value. In what part of the Bill did that additional amount come in? They saw at once how the pastoral lessee might get the amount that was paid by the incoming tenant; they could see how he could get that, but there was no machinery by which he was to get any additional amount.

The PREMIER said the hon. member had got back to a mistake which had been made and explained over and over again with reference to the words "the" and "an." He took advantage of a slip made by the Minister for Lands at the commencement of the discussion, and was now harking back on it. Of what use was it going back to a point of that kind, when the slip had been explained and the matter cleared up by a previous debate? The matter had been discussed for three or four hours previously, and if they discussed it for three or four hours more it would remain in exactly the same position. The hon. member knew that very well, and it was only waste of time continuing the discussion.

The HON. SIR T. MCILWRAITH said he remembered the hon. gentleman trying to put the Committee into a fog about the words "the" and "an," but nobody but himself understood what he was driving at. Not one member of that Committee understood what he meant at that time, and nobody understood what he referred to now. He had tried hard to understand the hon. gentleman but had failed, and he had not met anyone who had understood him. The hon. member knew that he was trying to throw a fog over the whole matter, and to prevent discussion until they came to clause 100; but he ought to know that if he wished to get the Bill through committee it would have to be by a very different system than by trying to hoodwink hon. members. The Committee were not going to take the hon. gentleman's word for everything. If they saw a clause in the Bill providing for a certain thing they would let it pass, but if they were not quite satisfied that that provision was in the Bill they would keep up the discussion on the point. The hon. member for Burnett had felt exactly as he had done upon the point, and it was that hon. gentleman who had raised the question that night. He had felt that the promise made by the Minister for Lands had not been redeemed—the promise that he would provide for the actual value of the improvements to be paid. They had watched patiently to hear the announcement of an amendment from the Minister for Lands carrying out his interpretation of the Act, but none had been forthcoming. They were still waiting patiently until the hon. gentleman could show them that some such provision was in the Bill, or until he actually introduced such a provision. He had told the Committee that night that the Government would at some time get the amount of the improvements from the incoming tenant, according to the value they were to him; but an additional amount was to go to the pastoral lessee, and the hon. gentleman said that was coming from the Crown. He wanted to know in what part of the Bill it was, because, as far as he could see, there was no provision in the Bill at all by which the outgoing tenant got any more than was provided for by clause 100.

The PREMIER said the hon. member's argument was just about equivalent to saying that the laws providing for the collection of revenue were not contained in their laws providing for payment of interest on their debentures. The hon. gentleman might just as well ask, "Where is there in the Loan Bill any provision for the collection of revenue?" The question he asked now was analogous to that. The Bill provided distinctly and plainly that compensation to the outgoing tenant was to be paid by the Crown. Surely it was not necessary to say from what source the money was to be paid by the Crown! If it was, then they could put in "out of the consolidated revenue." What necessity was there to provide expressly for the payment of the difference? They did not provide for the payment of the difference; they provided for the payment of the whole amount. Surely the whole included a part! If they provided clearly for the payment of the whole amount, where did the question of the difference come in? It was no use whatever to say that the provisions were not in the Bill. They had been pointed out twenty times. They could not do more than point to them. The hon. member said he could not see them, but there they were nevertheless.

The HON. SIR T. MCILWRAITH: Where are they?

The PREMIER: The 100th and 103rd sections. They had been pointed out twenty times, but the hon. gentleman evidently did not want to see them. There they were, and if it were thought necessary to make a verbal amendment in them they could make it when they got to them. There was nothing whatever in the part of the Bill they were now discussing relating to compensation. There was nothing in clauses 29 to 34 that touched on the question of compensation.

The HON. SIR T. MCILWRAITH said it seemed absurd to argue as they were doing on that matter. The hon. member would insist that the provisions in those two clauses secured the payment of the compensation. He could see quite the contrary in them—that no provision was made. The pastoral lessee on the resumption of a portion of his run, according to clause 100, was to receive "as compensation in respect of the improvement, such sum as would fairly represent the value to an incoming tenant or purchaser." It was pointed out to the Minister for Lands that that was a most unfair thing, as it did not recognise the real value of the improvements to the pastoral lessee who was giving them up. The hon. gentleman immediately rose and intimated to the Committee that there was a provision by which the pastoral lessee was to be paid the actual value of the

improvements; that it had nothing to do with the value to the incoming tenant, and they might relieve their minds about that. He asked where those provisions were. Clause 100 provided how a certain amount promised by the Minister for Lands and the Premier should be got, but there was no provision in the Bill to provide for the additional amount.

The PREMIER said there was no additional amount at all. The 100th section provided for the whole amount. Where then did the additional amount come in? How could they get more than the whole, unless the hon. gentleman wanted the pastoral lessee to be paid twice over? The hon. member was again playing on the words "an incoming tenant." It did not say the "succeeding" tenant; it did not say the person who became the selector of the land upon which the improvements were situated. The words were as had been pointed out—until they were sick of pointing it out—words used in an Imperial Act, the meaning of which was perfectly well known. If the question was raised as to the 100th clause not being explicitly worded, by all means let them amend it when they got there. But he could not see what was to be gained by discussing the phraseology of the 100th clause, when they were on clause 29. If the hon. gentleman said he wanted to prevent the progress of the Bill he could understand his insisting upon criticising the verbal construction of the 100th section, on the 29th section. But that was simply obstructing the Bill. They could have a full discussion upon clause 100 when they got to it, and if they found the meaning of the clause was not clearly expressed they could amend it; but there was nothing to be gained by discussing it then. They might waste time in that way certainly, as they had done in occupying a whole night in discussing it last week. Did the hon. gentleman propose to occupy another night in discussing it?

The HON. SIR T. MCILWRAITH said the hon. gentleman made very little impression upon him, he could tell him, by accusing him of obstruction. He did not think it likely he would obstruct any Bill in that House. He never had done so; but when he saw the Committee wanted to understand any part of a Bill and wanted it made plain, and when he himself wanted to understand a Bill and wanted it made plain, he would take very good care that he talked until he did understand it if he felt so disposed. The hon. gentleman need not get angry. He found the hon. gentleman always got angry when he had got a weak case, and he had let out just now that he was coming down just as quietly as he could, and was going to admit that the clause did not mean what it was intended to mean, and what he (Hon. Sir T. McIlwraith) thought it ought to mean. The hon. member was good enough to say that he had been playing upon the word "the" instead of the word "an." He had now some glimmering of what the hon. gentleman had been aiming at all through; but he was quite sure nobody else understood the distinction he had made. What he held the Premier and the Minister for Lands to was this: It had been distinctly promised and stated as the principle of the Bill that the pastoral lessee was entitled to the value of his improvements; and it was distinctly stated also that the improvements were not to be valued on the principle that the value should be taken as to an incoming tenant, or, if it pleased the Minister for Lands better, "the" incoming tenant. He did not care which article he used, as it did not alter what he meant to say. The pastoral lessees were entitled, according to the Minister for Lands, to be paid for their improvements, and the value of those improvements was not to be the value to "an" incoming tenant, or "the" incoming tenant, but to be the value fairly assessed to the pastoral lessee who actually used them. That he considered to be a fair understanding, and that he understood to be the declaration made by the Minister for Lands. The Premier seemed to have come now to pretty much the same conclusion, although he insisted that everything was contained in clause 100. The statement made by the hon. member was no justification of what he had said—that it was never provided actually how certain amounts should be paid; that they had a certain way of dealing; and they paid loan by one Bill, and money out of the consolidated revenue by another. He knew that perfectly well; but what he wanted to know was, by what machinery it was to be paid. He wanted to know if that machinery was provided in the Bill, and, if not, was it provided in any other Act? If it was provided in any other Act, that would be enough for him. What he wanted was to see the promise of the Minister for Lands carried out, and that the principle which the Minister for Lands had laid down should be embodied in the Bill.

Mr. JORDAN said he did not think the principle referred to by the hon. member for Mulgrave, as laid down by the Minister for Lands the other night, was in the Bill, and that was what made him say the other day that two hours were wasted. He regarded what was said then as a mere slip. It was not at that time as fully explained by the Premier or by the Minister for Lands as it was that night. They knew now from the Premier that provision was to be made for the payment of compensation to the outgoing tenant, and that compensation was to be in full. He was sure that the Committee and the hon. member for Mulgrave were satisfied upon that. It was now, he thought, very clearly understood that the outgoing tenant, when his runs were resumed, was to receive the full value of his improvements.

Mr. STEVENSON said that if the hon. member was fully satisfied, he himself was not. He could quite understand the argument of the Premier, if the outgoing tenant was to get full compensation for improvements on the half of the run which was to be resumed; but the Minister for Lands told the Committee distinctly that he was to get full compensation only when he was dispossessed of it all. That was a very different thing. It had already been pointed out that he might not be dispossessed of it for a long time, and he could put a case where he might not be dispossessed of it at all, and where the improvements would be perfectly useless. There might be a case where a man might have certain improvements, and they might not be taken up at all. What was to happen then? The Minister for Lands told them the other night that he could hardly conceive of a case where a board would take away any part of a run on which there were valuable improvements, such as the head-station and woolsheds. He (Mr. Stevenson) knew of a case where a valuable woolshed was some twenty or thirty miles from the head-station. The land all round it might be resumed, and perhaps a small strip left with the woolshed on it. That woolshed would be perfectly useless to the lessee and would not be taken up by any tenant. What position would the lessee be in then? Was the State going to pay for it, although it had not been taken up by any tenant? That was a case in which he should like to know whether the State would fully compensate any lessee. The Premier had accused the leader of the Opposition of arguing simply from the pastoral tenants' point of view. He (Mr. Stevenson) did not think that at all; he thought that other

classes had been just as well looked after by hon. members on the Opposition side, and those classes ought to thank hon. members for so doing. As the Premier was now evidently in charge of the Bill, and not the Minister for Lands, he ought to give a promise that something would be done in that matter. He (Mr. Stevenson) could quite conceive a case where the lessee would not be compensated for improvements.

Question put.

Mr. STEVENSON said he should like some answer to his question, or some explanation of what would be done in a case where, when the land was selected, a valuable woolshed was left untouched. Such a valuable improvement would be rendered perfectly useless to the lessee, and might not be taken up by any tenant. What would be the result then?

The PREMIER said that if by selections all round a woolshed it was rendered useless, the tenant would be entitled to the value of it.

Mr. STEVENSON said he wanted to know what provision there was in the Bill to meet such a case.

The PREMIER said that the wording of the Bill was that if the tenant was deprived of the use of the shed he would be paid for it.

Clause as amended put and passed.

Clause 29—"Description of leased lands"; and clause 30—"Use of timber or material by lessees"—passed as printed.

On clause 31, as follows :—

"Any person driving horses, cattle, or sheep along any road passing through a holding under this part of this Act, which is ordinarily used for the purpose of travelling, and is not separated by fences from the adjoining land, may depasture such horses, cattle, or sheep on any unenclosed lands within the distance of half-a-mile from such road, notwithstanding that such land is leased under this part of this Act: Provided that, unless prevented by rain or flood, such horses, cattle, or sheep shall be moved at least six miles in one and the same direction within every successive period of twenty-four hours."

Mr. MOREHEAD said he thought there should be a little explanation of the clause.

Mr. DONALDSON said the clause required some amendment. The way he read the latter portion was, that it was quite within the power of a person in charge of stock to travel six miles in one day and return that distance the next. With regard to rain or floods, the slightest drop of rain might be an excuse for trespassing on a run, or rather in not travelling the proper distance; no matter how light the rain might be, he contended that the person need not move half a mile unless he liked. He should like to hear the Minister for Lands state whether he had any objection to amend the latter part of the clause or not.

The MINISTER FOR LANDS said he did not see that any amendment was required. The hon. member said that the smallest quantity of rain might be used as an excuse for not travelling. The only way to move a man in a case of that kind would be to summon him, and then he would have to show that there was sufficient rain to stop him. It should be left to the justices to deal with the case, and say whether the rain could have prevented him travelling. If a man chose to stop he could not be made to go on without taking that course.

Mr. DONALDSON said he contended that the slightest drop of rain was quite sufficient justification for a person not travelling. In the event of proceedings being taken against a man in charge of stock, and a conviction obtained, he (Mr. Donaldson) was quite certain that if the defendant appealed the decision would be reversed; because the clause did not state that such quantity of rain must fall as to make the road impassable. A case of that kind had been tried in New South Wales. A man was fined for having delayed on the road; he appealed to a higher court and the conviction was quashed; the judge stating that the law in that respect was faulty, because it did not state that such a quantity of rain should fall as to make the road impassable, and justify the person in not proceeding with his stock. That was a case which was repeatedly taken advantage of. In his experience he had seen such cases, and he had determined that if ever he had the opportunity of introducing an amendment in the law he would do so. He thought the rain should be of sufficient quantity to make the roads impassable before it could be used as an excuse.

The MINISTER FOR LANDS said he did not see how they could define the quantity of rain which must fall before a person travelling with stock would be entitled to stay where he was. That was a question which must be left to the bench. He had known men camp when there was no rain at all—when they got to a good waterhole where there was plenty of feed—and the only remedy was to summon them for not travelling the proper distance.

The HON. SIR T. MCILWRATH said the clause was one of those crude importations from old Acts, which experience ought to have taught the Government to reject in favour of a new clause. It was open to both the objections raised by the hon. member for Warrego. A man might perform the conditions by travelling six miles in one direction, and coming back six miles the next day; and the only reason why he would not be likely to do so would be that the pastoral lessees, through whose district he travelled, would be on the bench to give their decision against him. But there was a greater objection to the clause—it entirely ignored the rights of the people travelling stock. The travelling public must not be looked upon as a nuisance to be guarded against by every possible means. The clause provided that travelling stock should have the right to depasture half-a-mile from the road, provided there was no fence in the way; but there was nothing to prevent any lessee putting up fences and making the road a chain wide. Anybody with the least experience must know the inconvenience the travelling public would suffer by the pastoral lessees putting up fences alongside the road. They never yet had the impudence to deprive the public of the use of both sides of the road; but if they got such leases as the Minister for Lands proposed to give them, they would treat their holdings as freeholds, and make the roads a chain wide. There was nothing in the Bill to prevent a lessee from putting up a fence anywhere he liked—it had been done over and over again—and preventing the travelling public from using the roads of the colony. Hitherto the right had not been recognised, and he had always doubted its legality; but by the clause it was made legal for the pastoral lessees to monopolise what were supposed to be the roads over which the public had a right to travel stock.

The MINISTER FOR LANDS said the difficulty could be overcome by setting aside reserves of 640 acres at certain distances along the roads over which stock travelled. His sympathies did not go so far as those of the hon. gentleman in regard to the people who travelled large numbers of stock. It was notorious that some people kept stock on the roads for three-fourths of the year, and he did not see why they should receive any consideration.

Mr. MOREHEAD said he was astonished to hear the Minister for Lands—an old squatter—

speak in that way, when he knew that it was not only the interest of the squatter but of every consumer of meat in all the colonies that the travelling stock roads should be kept open. The hon. member knew very well that for years and years the travelling public had been entitled to the use of half-a-mile on each side of the road; and he (Mr. Morehead) intended to do all he could to keep the roads open for travelling stock. He would ask the Minister for Lands, in reference to his scheme of making reserves, how he would protect those reserves? Would he appoint men to see that they were not abused as they had been hitherto? If so, it would require an expenditure of tens of thousands of pounds; and he really did not see why they should take away, not only from the stock-owners, but from the public, the right of depasturing stock on Crown lands within half-a-mile on each side of travelling roads which they had enjoyed in the past. If the lessee chose to fence in both sides of the road, that might be an improvement within the meaning of the Bill, for which he might possibly receive compensation; but though it might be beneficial to himself, it would be destructive to a large majority of those who travelled stock. They knew perfectly well that it would be impossible for fat stock from the interior to get into any of the other colonies, or even into Brisbane, if they had to travel through narrow lanes, as they would probably have to do where the country was good. Where the country was barren, sheep or cattle might be allowed to spread, but it would be impossible to take stock from the Thompson to Brisbane or Rockhampton in anything but poor condition if the clause passed in its present shape. All those words should be struck out which gave the lessee power to block the roads which belonged to the travelling public and not to the lessee. It would be detrimental to the community to pass a clause giving the lessees such a power, and he hoped the Minister for Lands would accept an amendment which would prevent the prerogative of the travelling public from being interfered with.

The MINISTER FOR LANDS said he supposed the hon. gentleman who had just spoken represented the wishes of a great number of pastoral lessees; and, if he proposed the amendment he had suggested, he (the Minister for Lands) would not object to the alteration. In his arguments he (the Minister for Lands) had spoken as a stock traveller and station-holder, and he must say that he preferred the arrangement which provided for reserves along the main roads. He always had to go off the road when travelling fat stock, and he generally took a line through the bush, away from the road altogether. No good drover would follow the road. He never restricted himself to within half-a-mile or two miles of the road, but cut off into the bush whenever he could. If the hon. gentleman would propose his amendment, he was quite prepared to accept it.

Mr. MOREHEAD said he had been asked whether he was representing the pastoral lessees? He did not represent any class, but spoke in the interest of the whole country. The hon. gentleman had told them that half-a-mile on each side of the road was too little for him—that he found it utterly impossible to take fat stock to market without going beyond that, sometimes as far as two miles from the road; and yet he now proposed to limit travellers of stock to ten chains, for that was practically what the clause amounted to. He trusted the hon. gentleman would accept his amendment. He (Mr. Morehead) spoke in the interest of the whole colony, consumers as well as producers, and contended that it would be a mistake to pass the clause as it stood.

The HON. B. B. MORETON said he quite agreed with the hon. member for Balonne that that portion of the clause should be excised, and when that amendment was passed he would move that the words "half-a-mile" be omitted with the view of inserting "a quarter of a mile."

Mr. PALMER said the question arose, how that amendment would affect grazing farms of 5,000 or 10,000 acres.

The PREMIER: This clause only applies to this part of the Bill.

Mr. PALMER said roads could pass through resumed portions of runs as well as through the unresumed parts, and selectors could take up 5,000 or 10,000 acres on the resumed parts. Travelling stock would soon swamp a small selection.

The PREMIER said the provision contained in the clause under discussion only applied to that part of the Bill. It did not apply to grazing farms; they were in another part of the Bill.

Mr. MOREHEAD said he would move that all the words between "travelling" and "may"—namely, "and is not separated by fences from the adjoining land"—be omitted.

The HON. SIR T. MCILWRAITH said it would have been much better if the clause had been considered by the Minister for Lands before he brought it before the Committee. It was virtually a copy of a clause in the Act of 1869, which passed the House when there was very little fencing on runs, except for gardens and home paddocks, and when the complications that had arisen lately were not in existence. The clause in the old Act said:—

"Any person driving horses, cattle, or sheep, along any road used for the purpose of travelling, may depasture the same on any unenclosed Crown lands within the distance of one-half mile of such road notwithstanding any lease of any such land for pastoral purposes."

The meaning of that was plain enough in those days. The only enclosed lands then were the gardens and home paddocks of the lessees. Since then, as he had before pointed out, the lessees had blocked one-half of the road. By the clause they were now considering, they actually acknowledged that right. The amendment moved would not meet the case. Half-a-mile should be allowed on each side of the road, and at the same time the lessee should be protected. The words "and is not separated by fences from the adjoining land," also the words "on any unenclosed" should be omitted, and a proviso inserted to the effect that the half-mile should not embrace land fenced in for home paddocks or gardens at the head-station.

Mr. DONALDSON said there was another matter he wished to point out. The Minister for Lands, in speaking on the clause just now, said there was a class of persons who travelled stock with whom he had no sympathy. Nor had he (Mr. Donaldson) any sympathy with people who roamed about the country with their stock, and he would not allow them the privileges conferred by that clause. It was quite necessary that they should have the roads open in such a way as to afford every facility to persons who were desirous of moving stock from one part of the country to another, or to market; but the class of people referred to by the Minister for Lands did not care where they went so long as they got grass for their stock. The road on which stock were allowed to be travelled, as defined by the clause, was any road "ordinarily used for the purpose of travelling." Now travellers might use a road which might not be a proper road for travelling stock on. He would therefore suggest that after the word "travelling" there should be added the word "stock." That amendment would prevent

persons travelling stock going into the interior of a run along some by-road which led to the head-station, and which, as a rule, was well grassed. While he wished to see persons blocked from using such roads, he was anxious to see every facility given to people who travelled stock *bonâ fide*. He would move that the word "stock" be inserted after the word "travelling."

Amendment put and passed.

The PREMIER said that, in order to meet the suggestions that had been made, he would move one or two further amendments in the clause. The first was to omit the words "and is not separated by fences from the adjoining land."

Amendment put and passed.

On the motion of the PREMIER, the clause was further amended by the omission of "unenclosed lands" in the 5th line, and the insertion of "land."

The HON. B. B. MORETON moved, as a further amendment, that the words "half-a-mile," in line 5 of the clause, be omitted, for the purpose of inserting "quarter of a mile."

Mr STEVENS said he had heard no reason from the hon. member why the alteration he had proposed should be made. He (Mr. Stevens) did not think it was a movement in the right direction at all. It might suit owners of runs close to townships to have the distance lessened that travelling stock could pass over, but when stock had to travel hundreds of miles they must have something to eat. They got very little as it was, and if the distance was reduced from one-half to a-quarter of a mile they would get a great deal less. In Victoria, he believed the distance was only a-quarter of a mile, and it was notorious that travelling stock there got nothing to eat. He thought the amendment would be a step in the wrong direction altogether, and hoped that the hon. member would not press it, or that, if he did, it would not be carried.

Mr. GOVETT said he quite agreed with the last speaker that half-a-mile was little enough to allow for travelling stock. They knew that the markets were in some cases a great distance off—600, 700, 1,000, or even 1,500 miles—and how could stock travel those distances unless they got ample food and water? So that he considered half-a-mile quite little enough.

Mr. STEVENSON said he would like to hear what the Minister for Lands had to say on the amendment—whether he intended to accept it or not?

The MINISTER FOR LANDS said that, until reserves were made along the roads, he thought it better that the distance should be half-a-mile on each side of the road, instead of quarter of a mile.

Mr. STEVENSON said it was proposed in the clause brought forward by the Minister for Lands to provide nothing at all, except a mere lane, between fences, and now he wanted to give half-a mile on each side of the road, instead of a quarter of a mile, as proposed by the hon. member for Burnett. What did the hon. gentleman mean? He (Mr. Stevenson) could hardly believe his own ears when he heard him talking about having reserves of 640 acres. Did he know what he was talking about? What would 640 acres be on a road that 10,000 or 12,000 sheep had to pass over, and perhaps camp there for a day? Surely the hon. gentleman had not read the Bill, or considered it at all! He jumped from one thing to another in a most extraordinary way. Hon. members could not possibly judge, from what the Minister for Lands said, whether a thing was right or wrong. He (Mr. Stevenson) quite agreed with the hon. members for Logan and Mitchell that half-a-mile was quite little enough; but why the Minister for Lands should be at the beck and call of every hon. member who liked to move an amendment, without protecting his own Bill in the least, he could not understand; and the idiotic idea of having 640-acre reserves along roads for travelling stock was perfectly absurd. Why, 10,000 or 12,000 sheep on it for one night would clear the reserve! He hoped the hon. gentleman would really consider the clauses of the Bill before he moved them, and let hon. members know what they were doing.

The HON. B. B. MORETON said the hon. member for Logan had asked why he had moved the amendment, and in reply he had to say that his only reason for doing so was because he had promised several of his constituents that he should propose some limit in that direction if ever he had the opportunity of doing so. In certain districts of the colony he thought that a quarter of a mile was sufficient; in other places it was not considered sufficient; and that only showed how difficult it was to legislate for the whole colony. During the last six months there had been an inroad into the district he had the honour of representing, of sheep from the Darling Downs, and they went here and there and everywhere. They went over every little by-track they could find; and it was for the purpose of trying to prevent that—allowing stock to travel all over the country in any way they liked—that he had moved the amendment.

Mr. PALMER said that as an old drover his sympathies were entirely with the drovers. Another view of the question was that a large portion of the wealth of Queensland consisted in stock that was travelling, and every facility should be given to owners of that stock to get it to market. The only way they had of realising their property, which the country produced, was in the form of fat stock; and instead of hindering them every facility should be put in their way to enable them to reach the market. He considered half-a-mile on each side of the road quite little enough to allow. He would ask the Minister for Lands whether the words "unenclosed lands," which had just been struck out of the clause, would apply to paddocks. A large extent of country was now in paddocks, and travelling stock must go through those paddocks.

Amendment put and negatived.

The PREMIER moved that the words "which is not part of an enclosed garden or paddock within two miles of a principal homestead or head-station" be inserted between the words "road" and "notwithstanding" in the 51st line.

Amendment put and passed.

On the motion of the PREMIER, the words "or is enclosed" were inserted after the word "Act" in the 52nd line.

The PREMIER said the hon. member for Warrego had raised the point about stock travelling "in one and the same direction," and said that in New South Wales it had been held that a shower of rain was sufficient to excuse stock from travelling. He did not know how the section was worded in that case.

Mr. DONALDSON: It was worded in the same way.

The PREMIER said the hon. member must be mistaken. He did not see how a shower of rain could prevent stock from travelling.

Mr. MOREHEAD: It might.

The PREMIER said it might or it might not. With reference t the other point, he thought

the words "towards their destination" should be substituted for "in one and the same direction."

On the motion of the PREMIER, the word "driven" was substituted for the word "moved" in the 2nd line of the proviso.

Mr. MACFARLANE said that the proviso had seemed defective to him from the first time he read it; he did not see how it could be worked unless there was another amendment. It should read, "driven at least six miles every twenty-four hours in the same direction." Anyone driving stock could comply with the clause by driving backwards and forwards every twenty-four hours. The phraseology might be altered.

Mr. MOREHEAD said they might have to go south-east one day and a little bit to the westward of south next day, but they would have to go in the same direction according to the hon. member. The amendment of the Premier was the best.

The PREMIER moved that the words "in one and the same direction" be omitted, with a view of inserting "towards their destination."

Amendment put.

The HON. B. B. MORETON said that before that amendment was put he wished to propose one earlier in the clause, making the distance to be travelled daily by sheep and cattle six and ten miles respectively. That was the system in Victoria, and, he thought, in New South Wales also. The distance was by no means excessive. Six miles a day for cattle was too little altogether.

The MINISTER FOR LANDS said that sheep could out-travel cattle, whether fat or store. Six miles a day was quite enough for sheep or cattle.

Mr. STEVENSON said that the hon. member seemed to have had a most extraordinary experience about travelling stock. For his own part, he did not see why the distances should not be eight miles and six miles as in the present Act. There was no reason to change it. He should support the amendment of the hon. member if he would make it eight miles instead of ten.

The HON. B. B. MORETON said he would accept the hon. member's suggestion, so as to leave the matter as it stood at the present time.

The PREMIER said it would be necessary to alter the construction of the former part of the clause, so as to admit of the hon. member's amendment being introduced. He would therefore withdraw his amendment and propose that the words "towards their destination" should be inserted after the words "driven."

The HON. B. B. MORETON: Are you going to accept my amendment, then?

The PREMIER said he only wished to put the clause so that it might be in an intelligible form if the hon. member's amendment were carried.

The HON. SIR T. MCILWRAITH said he thought a good many hon. members could not divest themselves of the notion that people travelling stock were a nuisance. They simply considered the annoyance to the run-owners, and never remembered that it was necessary, not only to the people travelling stock, but to the whole colony. He did not believe in the clause at all, as it was simply inserted to make things as easy as possible for the pastoral lessee over whose run the stock passed. He would like to know from the hon. member why they were to depart from the ordinary usages of English law, and compel men to do work on Sunday that was not at all necessary. He could quite understand a provision allowing stock to be travelled on Sunday if it were necessary, but it was a different thing altogether to pass a law compelling everyone travelling stock to work on Sunday. He did not see why travelling stock should not be allowed some respite from the weary grind of six or eight miles a day. Why not make the Bill symmetrical—six miles a day, and six days a week? He did not see why the Minister for Lands should copy slavishly from other Land Acts. Of course he had nothing like the experience in pastoral pursuits possessed by the hon. member, who had squeezed out the concentrated essence of the knowledge of all the squatters in the country and put it into the Bill. There was no reason why they should compel men to work on Sunday; nor did he see why they should make the minimum distance eight miles a day. Six miles was a fair minimum.

The MINISTER FOR LANDS said he did not know whether the hon. member was arguing in the interests of the stock, or of the men looking after them. Whether they travelled or camped on Sunday the men had to look after the stock; and it was far more disagreeable to camp a day than to travel. There was more risk with the stock, and a great deal more trouble in minding them. As for the stock, he did not think they cared much whether it was Sunday or any other day.

Mr. MOREHEAD said he thought the hon. leader of the Opposition was slightly in error in supposing that the Sabbath was altogether a day of rest. He knew it was a day which commended itself to all Presbyterians, but there was what was known as "a Sabbath day's journey," though he had never been able to ascertain how much it was—whether six or eight miles. The proposition of the hon. member would amount to giving practical effect to the injunction, "Watch and pray." The shepherds were to do the watching and the sheep would do the preying. It was not shown by the hon. member whom the sheep were to prey on. They were allowed to go half-a-mile outside their camp, but if they were not to move beyond that they would be far better travelling. He fancied if the sheep or cattle themselves were individually consulted and allowed to express an opinion, they would much rather move on and get grass than rest even on the Sabbath day where no grass was to be obtained. Therefore, having the interests of those pure secularists at heart, he thought he must oppose the amendment that was to be moved by his hon. friend the leader of the Opposition.

Mr. JORDAN said the hon. member for Balonne must have his joke, of course, but he did not think the present was a matter for joking. He thought, with the hon. member for Mulgrave, that they should not compel a man to travel on Sunday. If the drovers thought proper to travel, that was their lookout. If they had no regard for Sunday, that was their concern—not that of hon. members. But when they were passing a law in a Christian country he did not think they should make a provision to compel men to travel on Sunday; and on that account he would strongly support the suggestion of the hon. member for Mulgrave.

Mr. MOREHEAD said the hon. gentleman (Mr. Jordan) must know that he was talking nonsense, and must know that in the old times, and in the outside districts at the present time, sheep had to be shepherded. He did not know whether the hon. member was a pastoral tenant, or an occupant of Crown land; or, if he owned sheep, whether he would insist on his shepherds putting his sheep in the yards on Sunday, and remain themselves in their huts.

He did not think it would last long under that system. He did not think the hon. member could be in earnest in the contention he had set up.

Mr. MACFARLANE said he quite agreed with the suggestion of the leader of the Opposition. The hon. member for Balonne had raised an objection that sheep were a great deal better travelling—getting grass—on the Sabbath day than remaining in one place and getting no feed. He quite agreed with the hon. member that it was a necessity, if sheep required to travel for food, that they should travel; but he said, no man, whether a shepherd or not, should be compelled to work on Sundays. Of course there were works of necessity. The shepherd must shepherd his sheep on Sunday as well as on any other day; and cows must be milked; that was a necessity; but there was no necessity at all for cattle or sheep to be travelled on the Sabbath day. Hon. members might laugh, but the opinion he held was simply what he had stated. There was no occasion at all to travel sheep unless in the case of there being no grass, or no fences to keep the sheep together. If there was a necessity, drovers might then use their discretion whether they would travel or not. He had no doubt the drovers would travel if the sheep were in want of food, but there was no reason why they should compel them to do it against their will.

Mr. STEVENS said the point might arise that a drover would be compelled to camp on a Sunday if it suited his men; but how many of his men would it take to compel him to camp? If one man refused to travel, would it require a majority of his men to compel him to camp? Or supposing he happened to be near an outside shanty on Sunday, and some of his men said he should camp there, hon. members would see what position the drover would be in then. If sheep were to travel a certain number of miles a day, and were to camp on Sunday, that part of the clause would interfere with a former part. Would the drovers be allowed to go back a few miles, and then come on round to the shanty, or would they feed all round the shanty? If they wanted to introduce that element into their law, they would have to introduce a small Bill which would require a number of provisions.

Mr. STEVENSON said the suggestion of the hon. member might be got over by the hon. the Minister for Lands setting apart one of his 640-acre reserves at every six miles and fencing them in, and then turn the stock into those reserves on Sunday—sheep and cattle.

Mr. FOOTE said he agreed with the leader of the Opposition that the matter of travelling stock on Sunday should be entirely optional with the drover. If they passed the clause as it stood, drovers would be compelled to travel a certain distance every twenty-four hours. He did not see why those men who were travelling stock should not have the option as to whether they would travel on Sunday or whether they would not travel. Stock got tired of travelling; and sometimes bad weather set in—wet weather or dry hot weather—which was very injurious to their travelling. The stock got very tired, and that rest on the road would do no more harm to the stock than it would do to the men. He thought that the drovers should have the option of travelling on Sunday or not, just as they pleased. Those men should not be compelled by Act of Parliament to travel their stock on Sunday. If the leader of the Opposition were to move an amendment to except travelling on Sundays he certainly should support him or any other hon. member who proposed an amendment of that sort.

Mr. MOREHEAD said he would point out to the hon. member that if that amendment were carried it would lead to any amount of litigation. Hon. members might not see how the litigation would come about. They would either have to supply almanacs to those men or they would not know what day in the week it was. In the old days he had gone out to a station, believing and knowing it was Sunday, and had found a man—to his horror—branding calves. He asked the man, "Do you work on Sunday?" The man replied, "Sunday be hanged! It is Thursday." The same thing would happen under the clause, unless the man kept a diary very carefully. It would lead to no end of litigation if that particular "fad" of the hon. the leader of the Opposition was carried into effect.

The PREMIER said that the amendment of the hon. member for Burnett ought to be taken first.

The HON. B. B. MORETON moved that the word "eight" be inserted in the clause in place of the word "six."

Question—That the word proposed to be omitted stand part of the clause—put, and the Committee divided:—

AYES, 27.

Sir T. McIlwraith, Messrs. Rutledge, Griffith, Miles, Dutton, Dickson, J. Campbell, Foote, Palmer, Stevens, Buckland, Kates, Foxton, Kellett, White, Morehead, Grimes, Jordan, Isambert, Annear, Smyth, Groom, Govett, Salkeld, Ferguson, Midgley, and Horwitz.

NOES, 10.

Messrs. Moreton, Bailey, Stevenson, Lalor, Jessop, Aland, Donaldson, Macfarlane, Mellor, and Macdonald-Paterson.

Question resolved in the affirmative.

On the motion of the PREMIER, the words "in one and the same direction" were omitted from the second last line of the clause.

Question—That the clause, as amended, stand part of the Bill—put.

The HON. SIR T. McILWRAITH said he intended to propose an amendment such as he had suggested some time ago. He asked the Minister for Lands to explain why it was that Sunday travelling was made compulsory by the Bill, and the answer he gave was that from his experience it was better for both the men and stock that they should travel. That was no answer to his contention. The clause dealt with travelling stock; and if it was good for the men or stock that they should travel on Sunday, there was nothing to prevent them doing so. So that the answer of the hon. gentleman was completely answered by his (Hon. Sir T. McIlwraith's) statement now. He did not wish to make the clause read so that stock should not travel on Sunday, but he protested against any law that forced a man to travel on that day whether he liked it or not. The clause was a remnant of an old Act which considered travelling stock as simply a nuisance to the pastoral tenant. In a matter of that kind they should give all the privileges they possibly could, and should take away no privilege from any man. He did not see why they in this country should make a law actually forcing a man to travel when in charge of stock, if there was no necessity for it. If it was necessary to travel for food it could be done—there was nothing in the Bill or amendment to prevent it; but it should not be made compulsory. Hon. members must not think that he moved the amendment from a Sabbatarian point of view. He believed that men and horses and cattle ought to have the seventh day when they possibly could in all possible circumstances of life. Men ought to be allowed, when travelling stock, to take the Sunday if they liked, and

that was all he contended for. He did not propose the amendment because he protested against all work being done on Sunday. He often worked on Sunday himself, and hoped it was necessary; but he never compelled a man to work on that day if he could avoid it. He moved the addition of the words "except Sundays" at the end of the clause.

The MINISTER FOR LANDS said the concession would be of no real value to anybody travelling stock, but it would be availed of by those men who travelled to plunder grass. They got on to a man's run, picking out the best spots, and they could so regulate their time that if a man had a paddock which he was reserving for lambs, for instance, or any other purpose, they would drop on that paddock and camp there on Sunday. The amendment would do no possible good, and for a mere sentimental notion an encouragement was given to grass pirates to pursue their nefarious trade. It was nothing less than an opportunity for plundering under cover of observing the Sabbath, and as he would be no party to anything of that kind he would oppose the amendment.

The HON. SIR T. MCILWRAITH said he did not think the hon. gentleman could have considered the amendment he had moved, or what would be the effect of it. Every traveller on the road was entitled by the Bill to graze his sheep for half-a-mile on each side of the road. The hon. Minister for Lands had given them his experience, and told them of the way in which he had himself stolen the grass of his neighbours for two or three miles from the road. They assumed that they were dealing with honest men. They were honest men, at all events, on the Opposition side of the Committee. The hon. gentleman told them plainly that he had plundered the grass of his neighbours, and he wanted to prevent people travelling honestly with sheep from camping on Sunday, because they might probably be up to the same nefarious practices as had been resorted to by the Minister for Lands himself. The argument of the hon. member was ridiculous. He said they would pick out a good spot and be down upon that on the Sabbath the same as the Minister for Lands himself. Let the hon. gentleman confess his sins and be as miserable as he liked in the proper place, but when he came forward and confessed his sins in that way before them they simply believed him to be a dishonest man who had no business to occupy the position he did. To argue from the sinner's point of view, he believed in their being compelled to travel so many miles a day, but he said the law should not compel men to travel sheep on Sunday. Under all circumstances they were entitled to half-a-mile of the road, and the squatter would be just as well protected on the Sunday as on any other day. If on the Sunday they did not travel, but pilfered the grass belonging to other people, they could be punished under the Bill.

Mr. DONALDSON said he really thought, when the matter was spoken about first, that it was a joke which was being perpetrated by the hon. member for Mulgrave. Any person having any experience of travelling stock would know that there was just as much difficulty in keeping them camping in one spot as in driving them six miles ahead. If there was a shanty in the neighbourhood the probability was that the men in charge of the sheep would get drunk, and further difficulties would arise. They had to consider, too, that there would have to be men employed on the stations on the Sunday. They knew that travelling stock had to be seen through runs for various reasons. And if the men were allowed to camp with their sheep on the Sunday, it would necessitate two or three men from the station having to watch them. The hon. member for Normanby suggested that where there were reserves on the road they might stop there on the Sunday; but he could see a difficulty that might also arise in that case. There might be two flocks of sheep reaching the reserve on the same day, perhaps from opposite directions. How could they get over that difficulty?

Mr. STEVENSON: Box them.

Mr. DONALDSON said if they did that they would have great difficulty in separating them, and probably a greater injury would be done to the stock than if they were travelled straight ahead. He had every sympathy with stock travelling to market, or stock *bonâ fide* travelling for grass; but stock were sometimes travelled for the purpose of loafing—and he was sorry to say a number of persons in the colony made a practice of it; and for them he had no sympathy. Travelling stock had half-a-mile of the road, and only a reasonable distance to travel every day, and he thought they had better go ahead.

The HON. SIR T. MCILWRAITH said that the hon. gentleman made just exactly the same mistake as the Minister for Lands. Instead of reading the clause as he intended to put it—that was, that no man should be compelled to travel his sheep upon the Sunday—he assumed that a man necessarily stayed and loafed about the camp on a Sunday; and he reasoned that that would be bad for the stock, and bad for the man, and bad for the squatter. If it was to the man's interest to travel with his stock, he would make arrangements accordingly; but he (Sir T. McIlwraith) said it was against all English laws to compel a man to do what was not right. It was enough to compel a man to work six days in the week, and they should not compel him to work seven days. If a man found it necessary to travel his sheep on the Sunday, as he had amended the clause that could be done. What he objected to was that a man should be compelled by law to travel his sheep on a Sunday.

The PREMIER said that argument sounded very well, but they should go a little further with it, and then they would see, as the hon. member for Warrego had pointed out, that instead of it really being an amendment to prevent people being compelled to work upon Sunday, it actually compelled others to work who did not want to.

The HON. SIR T. MCILWRAITH: No.

The PREMIER said that was practically the effect of it. In the first place the men in charge of the sheep would have to do just as much work as if they were travelling—every bit and perhaps more—because they would have to be shepherding the sheep to keep them from going off at each side of the road, instead of simply driving them ahead, which would be much easier. In addition to that the men on the station would be obliged to watch them all the time. It was no use saying they would not have to do it, because they must do it. Travelling sheep were always followed through a run, so that, practically, allowing them to camp on a Sunday, although it apparently looked like stopping people from working upon Sunday, actually made them work upon that day.

Mr. MOREHEAD said that, as a matter of fact, according to the statement made by the hon. member for Mulgrave, it would merely amount to a special agreement between the owner and drovers. The agreement would be made simply that they should work for seven days of the week, as they had often done before. There was no doubt

about that, and he hoped the hon. member for Mulgrave would not push his amendment to a division. If the hon. gentleman did as he usually did, and looked at the matter from a commercial and financial point of view, and supposed that it was his own stock that were coming into town, he would not wish to have one-seventh added to the expenses. The hon. member proposed that men should not be compelled to work on a Sunday; but he might look at the matter in another way, and say that stock should not be compelled to suffer on the Sunday by being kept upon some "no man's land," when they might be travelling over good grass. When the hon. gentleman looked at it apart from the Sabbatarian point of view, and looked at it from a practical and financial point of view, putting sentimentality on one side, he would have no objection to those men working on the Sunday, as they would be paid for it. He knew, of course, that the hon. gentleman was a very strong observer of the Sabbath himself, and would never work his sheep on the Sunday. Still he hoped the hon. member would not press his amendment.

Mr. MIDGLEY said he did not know whether the leader of the Opposition had introduced his amendment in jest or not.

The HON. SIR T. MCILWRAITH: I protest against the statement of the hon. gentleman. I never was more in earnest in my life.

Mr. MIDGLEY said he quite believed that the hon. the leader of the Opposition was in earnest; but the hon. member for Warrego seemed to intimate that it was a kind of joke. Believing, as he (Mr. Midgley) did, that the amendment was introduced in all seriousness, it did the hon. gentleman who introduced it infinite credit and honour, and he was greatly surprised that the Government did not at once accept the amendment of the hon. member. The law they were asked to pass was that men should be literally and absolutely forced to travel on Sunday, and do the same dull, miserable, and monotonous work that they had been doing all the week. He felt confident that the Government had taken the wrong side in the matter, and that they were going to be beaten. It could not be supposed that stock would be travelled over every particular station on every particular Sunday in the year. There might be a mob of cattle or a flock of sheep passing a station on one Sunday, and none for many Sundays afterwards. He hoped the Committee would not allow the hon. member to withdraw his amendment if he thought of doing so, but that they would divide on it.

Mr. STEVENSON said he felt inclined to support the leader of the Opposition; but before doing so he wanted some explanation from the hon. member of what he proposed the travelling stock should do on Sunday, and how he proposed to give the men rest?

The HON. SIR T. MCILWRAITH said the questions put by the hon. member showed how little the amendment was understood. He (Hon. Sir T. McIlwraith) wanted the law made so that they would not compel a man to work on Sundays; he did not want to make it illegal to do so. The two things were quite different. The hon. member for Balonne had addressed to him the *argumentum ad hominem* about the kind of observer of Sunday that he (Hon. Sir T. McIlwraith) was, and advised him to drop the Sabbatarian aspect of the matter. If any argument were wanted to show the Committee that there was no Sabbatarian idea connected with his argument, it was just the argument used by his hon. friend. He (Hon. Sir T. McIlwraith) did not bring the amendment forward from a Sabbatarian point of view at all; but he did not think it was a proper thing in any English colony to compel any class of men to work on Sunday. He admitted that he worked on Sunday, though he did as little as he could; and work that was necessary to be done on Sundays could be done even if his amendment were carried. It was not necessary for him to show how the shepherds would spend their Sundays if the amendment were adopted; that was not his business at all; it did not come within the scope of his amendment. All that he wanted to do was to make the law so that men should not be compelled to work on Sundays. If it was necessary for them to work, let them work. The hon. member for Balonne said that if he (Hon. Sir T. McIlwraith) had stock on the road, and there was a lot of good grass to be got by travelling on Sunday, he would make them travel. Most undoubtedly he would; but he would do that whether the amendment was carried or not. A man must use common sense in working his business. The amendment would not prevent a man travelling stock with all the care that he had done before; but it would prevent a scandal —it would prevent that House passing an Act which would force certain men to do work on Sunday, and a particular kind of work, too, which he held was in many cases not at all necessary. That was the reason for his action. The treatment the clause had received from the point of view of considering the public was simply nonsense. They ought to give the stock every possible facility for travelling.

The MINISTER FOR LANDS said there was nothing to be gained by the amendment in any way. It would not relieve the men from work, nor would it benefit the stock. As to the sentimental opinion that it was different entirely to the law in England or Scotland, there was nothing in that. The hon. gentleman said they were not in the habit of making laws in the old country compelling men to work on Sundays. Nor were they in the habit of doing so in the colony. It was nothing but cant, and a mere sentimental opinion, to say that it should not be compulsory for the men to go on. If there was any practical advantage to be gained either by the men or the stock not being compelled to travel on Sunday, then he would admit there was something in the amendment. He was not prepared to attribute to the hon. gentleman any other purpose than the one he had stated; but to his (the Minister for Lands') mind the amendment savoured very much of cant and nothing else. The state of affairs here was very different to that in the old country.

Mr. MACFARLANE said he supposed every member who supported the leader of the Opposition would be put down as favouring what was called "cant." He was astonished at the Minister for Lands talking as he did about sentiment. It was certainly very good sentiment. He thought any man who had conscientious scruples ought to have an opportunity of acting on them. The Minister for Lands had scarcely caught the spirit of the amendment. The meaning of it was that that Committee should not put on the Statute-book a law compelling people to work on Sundays against their will. He could not understand the Minister for Lands using such language as "cant," "it would do no good," and other phrases like them. That did not meet the arguments of the leader of the Opposition; and in fact those arguments had not been met by hon. members on either side who opposed the amendment. He had every hope that the amendment would be carried by a large majority

Mr. STEVENSON said he did not think anyone who knew the leader of the Opposition would accuse him of cant in any shape or form. He entirely sympathised with the hon. gentleman and the hon. member for Ipswich, and he gave the former every credit for his action in that matter. At the same time he could not see that the amendment was going to prevent any man working on Sunday.

An HONOURABLE MEMBER: That is not the argument.

Mr. STEVENSON said there was not the slightest doubt that, if the amendment were carried, other amendments would have to follow it. It was impossible that stock could be kept going backwards and forwards; and some provision would have to be made so as to allow them a large scope of country to go over on Sundays. The hon. member (Hon. Sir T. McIlwraith) said they could travel if they liked. If that were the case, there was no use in passing the amendment. If the hon. gentleman could point out that it would save Sunday work, or that it would have any practical effect, the amendment should have his support.

Mr. JESSOP said he could not see how the amendment would relieve men from working on a Sunday. Stock had to be looked after on the Sabbath as well as on any other day, and very likely they would get very little grass by staying in camp all day. The amendment would cause a great deal of dissatisfaction between man and master in regard to working on a Sunday. If a man refused to look after his stock on a Sunday, where would they be on Monday morning? As a rule, shepherds knew they had to work on a Sunday, and during an experience of twenty-five years he had never known one refuse to take sheep out on that day; and he did not see why a shepherd should refuse to do so any more while travelling than while working on a station. According to the old Christmas carol, shepherds used to watch their flocks by night; and if they could watch them by night it was not too much to expect that they should watch them on a Sunday.

Mr. STEVENS said that if they were going in for the redress of the Sunday working grievance, there was no reason why the shepherd should be singled out for consideration any more than the grooms and coach-drivers. And the men who worked on the railways—that was coming a good deal nearer home—why should they not be considered? If any men were deserving of consideration, they were the men. Anyone with a practical experience of droving knew that it gave a man no rest to camp on a Sunday, and that it did the stock harm, except in exceptional cases. If the amendment were carried it would be simply a matter of agreement. When a stock-owner wished to pirate the grass of the lessees along the road he would make an agreement with his drover to take advantage of every Sunday for that purpose. That was the sort of man who would benefit by the amendment. He had driven stock himself, and he could say that stock suffered far more from dodging about a camp than by travelling along a road.

Mr. FERGUSON said he should consider it a disgrace to any British community to pass a law compelling men to work on a Sunday. There was no law in existence in any of the colonies compelling men to do so; and if drivers of coaches did so, it was of their own will. The question before the Committee was whether they as a Parliament should pass a law compelling any portion of the community to work on a Sunday.

The PREMIER said the hon. gentleman was mistaken in thinking that there was no law compelling a man to work on a Sunday. What would happen to a sailor who refused to work on a Sunday? Work had to be done on a Sunday during every journey that lasted more than six days. But there was no question of Sunday working involved at all: that was entirely a false issue. He believed as much in the observance of Sunday as most people; but that was not the question at all. It was simply a question whether they should allow persons travelling to take other persons' property—to take more on a Sunday than on any other day. He did not see why Sunday should be made use of to injure one's neighbour more than any other day.

The HON. SIR T. McILWRAITH said the travelling public had a right to the grass along the roads, and it was not a question of pilfering at all. The hon gentleman had referred to sailors, and they all knew that there were very good reasons why they should work on a Sunday; but there was no such reason why men should be compelled to travel stock on a Sunday.

Mr. JESSOP asked, what about the servant girls? Why should they work on a Sunday? If they carried the thing to its logical conclusion, they ought to make it illegal for cocks to crow or hens to lay on a Sunday.

Mr. JORDAN said they must eat on a Sunday, and therefore it was quite right that food should be prepared. There were some people who did not allow meat to be cooked on that day; and, though he would not lay down a law for anyone, he would respect the scruples of those people. He would not be a party to passing a law to compel a man to travel on Sunday. They had not to consider whether the amendment would be inoperative or not, but whether they should get rid of the discredit of putting on the Statute-book a law compelling men to travel on Sunday. He did not suppose that persons travelling stock would be obliged to work more in looking after them than in travelling for six or eight miles on a Sunday; and if the amendment were carried it would give a rest to the horses at any rate, and that would be something. The Sabbath was instituted in the decalogue as a day of rest, and he did not think it should be regarded with contempt or scorn. He thought the wisdom of Providence had provided for the rest of cattle as well as horses—he meant working cattle—and he did not go with the Minister for Lands at all, when the hon. gentleman said that the labour of minding stock on a Sunday was equal to travelling them six or eight miles. He did not think so himself, though he admitted that the hon. gentleman knew more about the subject than he did. It seemed to him (Mr. Jordan) that getting up horses, and droving cattle, would involve far more work than simply minding the stock in camp.

Mr. KELLETT said the hon. member who had just sat down had stated that he did not believe in the statement made by the Minister for Lands, to the effect that there was more work in keeping stock in camp on a Sunday than in travelling them. The hon. member for South Brisbane said that simply because he did not know what he was talking about. It seemed to him (Mr. Kellett) that the men who knew least about the subject could speak best upon it, or, at any rate, had most to say. He had heard it said by a member in that House, who gave a long dissertation on a question that was under discussion, that he could speak well on the subject because he knew nothing about it; and really, hon. members appeared to be following his example. He had travelled a good many sheep himself, and could confirm what had been said by the Minister

for Lands. A mob of sheep had to be divided into four or five lots every morning; and the same thing had to be done on a Sunday. Would a man have less work to do droving them along the road, and reading his Bible, than he would, shepherding them all day and preventing them getting boxed? The drover would certainly not have time to read his Bible in camp. The hon. member for South Brisbane also said that travelling would necessitate the men getting up their horses. Of course it would, and if they were droving cattle they would have to get up their horses just the same whether they camped or travelled. But the amendment simply amounted to this: that men would refuse to travel on a Sunday unless they had a special agreement compelling them to do so; and there would be very ugly work going on in camp. Should the camp happen to be near a township the men would go into town, and the consequence would be that they would be in a poor state for work on the Monday. He was quite satisfied that if they asked any shepherd whether he would prefer to travel or camp, he would say that he would much sooner continue his journey. The proposition was the most absurd one he had ever heard from any sensible man. No one who had travelled stock would make such a proposal.

Mr. MIDGLEY said he had just a word or two more to say on the subject. He had never travelled with stock, and he hoped he never should if there was to be a law in existence which said he was to do work on the seventh day which he did on the other six days of the week. They were asked to pass a law enacting that no matter what the surrounding circumstances might be, no matter how favourable they were to the drover, and no matter whether there was any difficulty in the way or not, he must travel on a Sunday.

The PREMIER: When he uses somebody else's property.

Mr. MIDGLEY said squatting was a very important industry in the colony, and droving was a very important industry connected with it. The men engaged in that connection had to perform journeys which sometimes took them weeks and months at a time; they lived a very monotonous life, and some of them were exposed to many dangers during their long journeys; and the Committee were actually asked to force them by Act of Parliament to submit to the same monotonous thing every day from one year's end to the other. A man was of more value than a sheep, and they had as much right to take into consideration the man as the sheep.

Mr. MOREHEAD said the hon. gentleman who had just sat down could not have understood what was the existing law. The Committee were not asked to interfere with any existing law. He believed that the provision in the clause had been in force ever since the colony had been a colony.

Mr. MIDGLEY: It is wrong in itself.

Mr. MOREHEAD: The hon. gentleman said it was wrong in itself. That might be. The hon. gentleman was wrong in himself when he said that there was any departure from the existing law in that Bill. The clause under consideration was, he (Mr. Morehead) believed, almost an exact transcript from a provision in existing statutes.

The PREMIER: It is.

Mr. MOREHEAD said he thought a similar provision was to be found in laws now in the Statute-book. Really all that sympathy with the unfortunate drover, who had never asked for any sympathy from the hands of the Committee, was altogether too absurd. The drover had never asked to be released from his labours on the seventh day. He was paid to work on Sunday, and he liked to work on Sunday. He (Mr. Morehead) was perfectly certain the drover would rather work on Sunday than not be paid for the seventh day. As had already been pointed out, if the amendment were passed, it would give no relief to the men to whom it was proposed to extend relief. The drovers would have to do something on the seventh day, or extra men would have to be engaged for that day; there would have to be a surplus staff employed to look after the sheep when they had been abandoned. But really it was hardly worth while dividing on the amendment. Unless they got some appeal from that outraged class who worked so hard, and got no rest on the seventh day, they ought to leave the men to look after themselves; and his experience was that the working men of the colony, especially those employed in droving, were very well able to look after themselves. He never knew drovers to do too much; they were men quite capable of looking after their own interest. The amendment would lead to all sorts of complications, litigation, and trouble, even if agreements were made between the drovers and their employers. He must now refer to some remarks made by the hon. member for South Brisbane. The hon. gentleman brought the Decalogue into play. He (Mr. Morehead) enjoyed that, because he was perfectly certain that if the hon. gentleman had come round to his way of thinking he would have religious education introduced into the State schools. To use a mining expression—and he used it with all due deference to those mining members who had not yet spoken—the hon. member was "panned out." If they were really to go in for that Sunday business—the rest and be thankful business—religious instruction must be introduced into the schools. At any rate, they must have the fourth commandment taught—he thought he was right in saying it was the fourth. It should be pointed out that on the seventh day there was a rest, otherwise if the drover rested on that day he would not know whether he was doing it on authority or not. He was sure he would get the assistance of the hon. member for South Brisbane in introducing religious education into the schools, at any rate to the extent of teaching the fourth commandment. He hoped the hon. member for Mulgrave would not press his amendment to a division; but if he did it would be one of the most extraordinary divisions that had ever taken place in that Chamber. The lion would lie down with the lamb, though only temporarily. For some reasons, however, he should be glad to see the Committee divide on the question; for it would show that there was some kind of union between the two sections of the Committee which might ultimately result in a combination, of which he (Mr. Morehead) would be the leader.

Mr. GRIMES asked whether the Committee were to do no work of the nature of legislation—but what was called for from outside? Because the drovers had not asked them to deal with that particular matter, were they to be debarred from taking their interests into consideration? It was absurd to listen to such remarks from the hon. member.

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

The Committee divided:—

AYES, 14.

Sir T. McIlwraith, Messrs. Groom, Archer, Jordan, White, Mellor, Foote, Ferguson, Midgley, Macfarlane, Moreton, Grimes, Salkeld, and Aland.

NOES, 20.

Messrs. Griffith, Dickson, Dutton, Miles, Norton, Lalor, Stevenson, Macdonald-Paterson, T. Campbell, Foxton, Annear, Morehead, Govett, Bailey, Isambert, Jessop, Donaldson, Stevens, Kellett, and Palmer.

Question resolved in the negative.

Question—That the clause, as amended, stand part of the Bill—put and passed.

On clause 32, as follows :—

"Any person or persons driving horses, cattle, or sheep, and depasturing the same contrary to the provisions of the last preceding section, shall forfeit and pay a sum not exceeding twenty pounds, to be recovered before any two justices of the peace at any court of petty sessions, and for every subsequent offence shall forfeit a like sum: Provided that no information for any subsequent offence shall be laid until the expiration of one week succeeding the filing of any preceding information."

Mr. DONALDSON said that by the clause it was provided that information respecting a second offence could not be laid till a week after the filing of the previous information. That was wrong, for a person might offend one day and trespass for the next seven days with impunity. He proposed that all the words after the word "sum" be omitted from the clause.

The MINISTER FOR LANDS said he believed it would be an improvement to omit the proviso. If persons were not checked by the first penalty, it might be advisable to deal with them again immediately.

Mr. MOREHEAD said that, while he agreed that the amendment was a good one, it was to be regretted that the Minister for Lands had not discovered it before.

The PREMIER: We cannot do everything at once. "Live and learn."

Mr. MOREHEAD said he admitted that they could not do everything at once, and also that the Premier had a great deal to learn, but the Bill had been a long time before the Committee, and whenever any member of the Opposition suggested an evident amendment it was at once accepted by the Government.

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

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

IMMIGRATION ACT OF 1882 AMENDMENT BILL.

The SPEAKER announced the receipt of a message from the Legislative Council, returning this Bill with an amendment.

On the motion of the PREMIER, the amendment was ordered to be taken into consideration in committee to-morrow.

APPROPRIATION BILL No. 2.

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

HEALTH BILL.

The SPEAKER announced the receipt of a message from the Legislative Council intimating that, having had under consideration the Assembly's message of the 14th instant, relative to the amendments made by the Council in the Health Bill, that Chamber had agreed to the further amendment made by the Assembly in clause 23, and did not insist on their amendment in clause 68.

PRINTING COMMITTEE.

Mr. FRASER, on behalf of the Speaker, as Chairman, brought up the sixth report of the Printing Committee, which was ordered to be printed.

ADJOURNMENT.

The PREMIER, in moving the adjournment of the House, said the business to-morrow would be consideration in committee of the messages that had come down from the Legislative Council, and the further consideration of the Crown Lands Bill in committee.

The House adjourned at a-quarter to 11 o'clock.