Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

TUESDAY, 28 OCTOBER 1884

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LEGISLATIVE ASSEMBLY.

Tuesday, 28 *October*, 1884.

Petitions.—Annexation of New Guinea.—Motion for Adjournment.—Crown Lands Bill—committee.

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

PETITIONS.

Mr. T. CAMPBELL presented a petition from the inhabitants of Port Douglas and the surrounding districts in favour of the survey of a railway from the Herberton Tin Fields to the coast, and moved that it be read.

Question put and passed; and petition read by the Clerk.

On the motion of Mr. CAMPBELL, the petition was received.

The HON. SIR T. McILWRAITH presented a petition from 110 inhabitants of the district of Mulgrave, praying for the extension of the Bundaberg and Mount Perry Railway towards Tambo, and moved that the petition be read.

Question put and passed; and petition read by the Clerk.

On the motion of the HON. SIR T. McILWRAITH, the petition was received.

ANNEXATION OF NEW GUINEA.

The HON. SIR T. McILWRAITH said: Mr. Speaker,—To-morrow I will move the adjournment of the House for the purpose of having a discussion on the present position of the English Government with reference to the colonies, so far as the annexation of New Guinea is concerned. The Premier has intimated to me, in reply to a request on my part, that he considers it sufficient to notice it in a week or two, but I think this is the proper time. I do not see that any news we can get at a later period will materially influence the discussion. At all events, I think it a very necessary thing that the opinion of the colonies should be known, and that a discussion should take place on the subject; I therefore give notice now that I shall move the adjournment of the House to-morrow for that purpose.

MOTION FOR ADJOURNMENT.

Mr. MOREHEAD said: I beg to move the adjournment of the House in order to bring before hon. members the state of affairs prevailing in Maryborough in reference to the Kanaka Hospital, which I think deserves some attention at the hands of the representatives of the people. The letter I have in my hand is written by Mr. R. B. B. Clayton, a gentleman whom I do not know except by name, and that he is the manager of Magnolia plantation. I would not read any letter to the House without giving the name of the writer, nor would I give the name without his permission. It will simplify matters, I think, if I read the statements made by Mr. Clayton, and then leave the Colonial Secretary to traverse or refute them. After some remarks, which are of no importance except that they indicate that Mr. Clayton has been a member of the Polynesian Hospital Committee, the writer goes on to say that—

"On 14th August the board met at the hospital for the second time after constitution, and we inquired of the resident surgeon what was required to put the place in working order. He told us that it was essential that a supply of water be laid on from the Tinana main, and that a scheme of drainage to carry the filth away from the buildings be established; and that should an epidemic break out in its present state, it would go hard with the inmates; also, some other less important requirements.

"On 11th September we held another meeting, Mr. Buttanshaw, P. M., in the chair, and decided to make application for a modest £250 to carry these important life-saving plans into effect (out of a fund of some £13,000, subscribed by Maryborough planters since kanakas were introduced to Maryborough), our doctor reminding us of the approaching hot weather and sickening drought, as well as the odium that fell on the mismanagement at the start of the Mackay Hospital for want of common requisites until too late. Application was duly made for the water supply; tenders asked for to see if it could be done for £150; and we waited in anxiety.

"The reply is now to hand."

This letter is dated the 24th of October:—

"'That the Colonial Secretary does not consider it necessary to lay water on to the hospital.'

"Perhaps, the Colonial Secretary has entirely new ideas of the liquid element required to feed kanakas; but he will find it a hard matter to get men to devote attention to what may prove a very heavy responsibility of human sacrifice before it ends; and in this case, I, for one, am determined that the onus is off my shoulders, and the responsibility laid on his; and I fancy my brother committee-men will follow suit at once."

The letter goes on to say that the writer assumes that the official members of the committee will not resign. He deals in rather a familiar way with the name of the Colonial Secretary. I will show the letter to the hon. gentleman if he likes; but I hardly think it is necessary to read the latter part of it to the House. But there is a postscript, and it is rather important. It is as follows:—

"P.S.—The drainage part (to cost £100) is referred back to the doctor to report on and send a detailed scheme of it to the Colonial Secretary's Office. Meanwhile the niggers can do as they please. Have just received report of a death."

I can hardly help believing that the statements contained in this letter are true, and I hope the Colonial Secretary will be able to give some satisfactory explanation as to why he let such a period elapse from the time he was first communicated with before he replied to the representations of the committee—namely, from the middle of August to late in October. I hope the hon. gentleman will also be able to satisfactorily explain why he absolutely refused a sum of £150 for water supply to the hospital, although there is an enormous amount to the credit of the kanaka fund; and also why he required to be furnished with the details of a drainage scheme entered into by the committee before allowing it to be proceeded with. Enclosed in this letter is an extract from a Maryborough newspaper containing an attack on the employers of kanakas, and referring amongst other things to the article which appeared in a Mackay paper with reference to the gross mismanagement of the Mackay Kanaka Hospital—charges which have already been disproved both by the hon. member for Mackay and others. Here we absolutely find that the Government tie the hands—if this statement is correct—of those men who are anxious to do what they can for the well-being of the unhappy occupants of the Kanaka Hospital, by refusing to grant a small sum of money for a supply of water, or allowing them to go on with their drainage works until a complete scheme has been formulated; and that too when a large sum of money is lying to the credit of the Kanaka Fund—a sum of £13,000. I do hope that the Colonial Secretary will see his way to clear himself, and if the matter has been neglected, take the earliest opportunity of putting it right. While I am speaking to the question of adjournment, and in order to facilitate the business of the House so that there may not be two motions for adjournment, I will ask the Colonial Secretary whether there is any truth in the statement contained in the *Courier* yesterday, and confirmed to a certain extent to-day, that immediately on the receipt of news that a steamer had been wrecked on our coast, containing a number of Chinese passengers, a force of police were sent down to collect the poll-tax, and that, in the meantime, these Chinese were to be taken and put in bond at Bundaberg or Maryborough? I cannot imagine that there is any truth in that statement, but I give the Colonial Secretary the opportunity of correcting it, because the outside public, reading such an assertion and seeing no contradiction of it, will think that these wretched shipwrecked Chinese were met by a body of police, and the sum of £30 demanded from each; and failing that they were handcuffed and incarcerated. It seems not a very hospitable way of receiving shipwrecked mariners. I can hardly conceive it possible that there is a word of truth in the report, but, being in the papers and not being contradicted, it will be believed. I beg to move the adjournment of the House.

The PREMIER (Hon. S. W. Griffith) said: The hon. gentleman has referred to two matters, the first of which was the Kanaka Hospital at Maryborough. I confess I do not remember much about the matter to which he refers; in fact, I know nothing about it. If the hon. gentleman had given notice of a question on the subject I would have had all the correspondence with me; but I cannot be expected to carry about with me the papers relating to the immense number of cases which come before me in the course of the year. I simply do not remember anything about the case. I remember the gentleman referred to tendering his resignation yesterday, and I wondered why. If there is anything wrong with the Maryborough Polynesian Hospital, one would suppose that I should have been informed of it; but I do not believe anything is wrong, and certainly nothing has occurred sufficiently recently for me to remember anything about it, or to convey the idea that there is anything wanted at the Maryborough Hospital for islanders. I will inquire if there is anything wrong, but I do not believe there is. I may mention that, although there is a sum of money available for hospitals and so forth for the Polynesians, the Government must take the responsibility of supervising the expenditure of the money. As to the shipwrecked Chinese, I do not know anything about their being placed in bond. I have not heard that a large force of police were sent to arrest them, and I do not believe it. What we do know is that a vessel with more than 100 Chinese, on her way from Sydney to China, was stranded on our coast, and that the Chinese were landed. Wherever they came from, if they land on our shores, they are bound by the law to pay a poll-tax; but I have not the least doubt that they will be taken on to their destination, and provision will have to be made in the meantime. We do not desire to see them added to our population, except in accordance with the law, nor do I suppose they desire to stay here. They are at present in the immigration barracks at Maryborough; but as to saying they are in bond, that is a sort of joke we can laugh at.

Mr. ARCHER said: We are all aware of the law providing for the payment of a poll-tax by the Chinese; but we would like to know whether, if these poor fellows have not got the means to pay the tax, the Government will keep them under proper surveillance in order that they may be shipped to China by the first opportunity. I do not suppose that the Colonial Secretary will try and use these men harshly, now that they have lost their effects and landed on our shores. I hope the Colonial Secretary will be able to give us that assurance to-morrow.

The PREMIER said: I can give the House that assurance now. There is no intention of treating these men harshly. They will be kept under surveillance until an opportunity arises of shipping them to China.

Mr. MOREHEAD said: With regard to what has fallen last from the Colonial Secretary, I should like to know from him when this surveillance will cease. Supposing these men are utterly penniless, and supposing the shipowners decline to provide them with a passage to China, is the Government prepared to send them to their own country? Are they to be kept continually under police surveillance? If they cannot pay the £30 poll-tax—as is extremely probable, seeing the ship is full of water, and may never be floated again—the Colonial Secretary ought to tell us what he proposes to do with them. Is he prepared to charter a ship and send these men back if the owners of the vessel refuse to take them?

The PREMIER: Sufficient unto the day is the evil thereof.

Mr. MOREHEAD: Yes; I know that is the principle upon which the hon. gentleman generally acts. Now, with regard to the Kanaka Hospital at Maryborough, the hon. member tells us he does not remember anything about the case; and that, if notice had been given, he would have come down with all the information in his possession. Well, considering that this letter which I have read is dated the 24th of this month, and contains an extract from a letter from the Colonial Secretary's Office, written last month, in which it is said, "The Colonial Secretary does not consider it necessary to lay water on to the hospital," I must say that the hon. member's memory is not as good as it ought to be. Perhaps he does not care much about the life or welfare of these unfortunate people with black skins. I can conceive that quite possible. The hon. gentleman's memory does not carry him back so far as the matters here mentioned, but, as they are of some importance, I hope he will carry out his promise, and give that information which, I think, the House and the country ought to have. I beg to withdraw the motion.

Motion, by leave, withdrawn.

CROWN LANDS BILL—COMMITTEE.

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

On paragraph 6, clause 53, as follows:—

"The lessee shall occupy the land continuously and *bona fide* during the term of the lease.

"Such occupation shall be by the continuous and *bona fide* residence on the land of the lessee himself or some other person who is the actual and *bona fide* manager or agent of the lessee for the purpose of the use and occupation of the land, and who is himself not disqualified from selecting a farm of the same area and class in the district.

"Every appointment of a manager or agent by the lessee shall be in writing signed by the parties or their agents, and shall be in duplicate; and one copy thereof shall be registered in the office of the commissioner.

"Occupation by a person under an unregistered appointment shall not be recognised."

Mr. KATES said he thought the Committee had come to a difficult point. Persons selecting under the Bill could do a great injury, as they could lock the land up for thirty years. He very much regretted the omission of the residence clause; for whilst, as he maintained, to the *bonâ fide* selector it would be no sacrifice to reside on his holding, if the residence clause was omitted he believed most of the selections would be dummied. The present clause meant settlement by agency, and he had yet to learn that that kind of settlement had ever been a success in any part of the country. He was very much surprised to see that the Premier had altered his opinion since the last Land Act Amendment Bill was before the House. The hon. gentleman at that time—that was in 1879—said:—

"In 1874, when the Land Bill introduced by the late Mr. Stephens was before the House, he objected to personal residence being compulsory all over the colony; but there had been a great deal of dummying, and it was much easier to dummy when a man could appoint a bailiff and change him as he liked. Both sides of the House were agreed in desiring that these exchanges should lead to what was called the close settlement of this part of the colony; and he, for one, believed the only mode for securing actual settlement and cultivation was by insisting upon personal residence. He did not always believe that, but since 1874 his opinion had been modified, because he found that it was the best safeguard which had been provided against dummying."

At that time also the Hon. J. Douglas expressed his opinion on personal residence. The hon. gentleman said:—

"With regard to the residence clause, he was inclined to favour it in preference to the cultivation clause.

In these matters of conditions they must remember that they were fighting against men who would, if they could, avoid these conditions. As all legislation connected with conditions was surrounded with difficulties, he preferred to accept the amendment proposed by his hon. friend—namely, personal residence—believing it to be the best form of conditions they could adopt."

Other hon. gentlemen expressed themselves in the same direction. The opinion of the hon. member for Toowoomba was :—

"He had experience of the working of every Land Act passed in the colony, and was firmly convinced that the best test of *bona fide* selection was personal residence."

The present Attorney-General (Hon. A. Rutledge) said :—

"The object of their legislation should be to have as many occupiers as possible abroad over the face of the country. * * * In order to secure the object contemplated by the exchanges, it was necessary to have personal residence."

Even the hon. member for Townsville, in 1874, said :—

"He was convinced that if the amendment—residence by bailiff—were carried the charge of dummying would no longer have to be made against the squatters of Darling Downs alone, but against that class throughout the whole colony. A maximum area of 4,000 acres had been allowed, and as every squatter had no less than from eight to ten men in his employment, the result would be that these men would be spread all over the run, each having 4,000 acres."

He found that the hon. the leader of the Opposition (Sir T. McIlwraith), the hon. member for Toowoomba (Mr. Groom), the hon. member for Townsville, and the hon member for Fortitude Valley, expressed themselves in favour of personal residence. At the present stage he should not move an amendment, as he would like to hear what the Government had to say on the question. It was very difficult to prevent dummying, but they should put as many obstacles in the way of it as possible. They knew that not very long ago an inquiry was held about a dummying case in a particular part of the country, and it was found that an Ipswich firm, at present defunct, had used the names of their clerks for the purposes of dummying. In this colony they had institutions with forty or fifty clerks, and what difficulty would there be in having their names used for dummying? If each clerk took up 20,000 acres, and employed an agent, there would be 1,000,000 acres taken up and stocked by the one firm. What he wanted was to see the man himself on the land. The *bonâ fide* man did not object to the residence clause, and such a selector was likely to be a success. He did not wish to go the whole way, and insist on the personal residence of the man himself, but he would like to see an amendment proposed to make the paragraph read as follows :—

"Such occupation shall be by the continuous and *bona fide* residence on the land of the lessee himself, his family, or a member of his family of the age of eighteen years."

The man's residence should be compulsory for the first five years from the date of occupation. The clause in its present state left the door open for dummying on a large scale. They would find that doctors, lawyers, storekeepers, and other people would take up 20,000 acres in the western part of the country for no other reason than for speculative purposes. They were about to spend millions of money in constructing railways to that part of the country, and it would be an inducement to those persons to speculate, thinking that a change of Government might place those grazing farmers on the same footing as agricultural farmers, and that they would have the opportunity of acquiring the fee-simple. There would be an aggregation of large estates against which the 50,000-acre men of the Darling Downs would sink into insignificance. He hoped that the Government would accept a modification of the condition of residence in the manner he had suggested. If the hon. the Minister for Lands could guarantee that he would be Minister for Lands for the next thirty years they would have confidence in him, or if he guaranteed that he would be able to secure two members of the board, just and honest men, then there would not be so much danger of dummying being carried on. But they did not know who might be the members of the board in a few years' time, or who would be Minister for Lands in a few years' time. He thought that as they were giving the people leases for thirty years it would be well to have the residence clause altered in the way he proposed, and he hoped the Government would see their way to accept the suggestion he had thrown out.

The MINISTER FOR LANDS (Hon. C. B Dutton) said that the hon. gentleman who had just spoken, in his desire to put difficulties in the way of dummying, was going to throw difficulties in the way of settlement that would have the effect of shutting up the lands or of leaving them in the hands of squatters for the next thirty years. The hon. gentleman did not understand the full meaning of his proposition, but what he had just said would be the practical effect of it. He wondered that the hon. gentleman could not see the extent of the injury he was doing to residents in towns—professional men and tradesmen. The hon. gentleman complained the other evening of farmers' sons coming into the towns to earn their living. The object of the clause was to enable the father of a family, with sons growing up, to take up farms for grazing or agricultural purposes, and to get them into condition for his sons' use by the time they were able to get to work. But the suggested amendment would have the effect of shutting them out from those lands altogether. The father might have money to give his sons, but in nineteen cases out of twenty if a person gave a young man money and told him to go and look out for country he would lose it all. The hon. gentleman had stuck to one line only in dealing with the Bill—the probability of dummying, and to stop dummying. The hon. gentleman would by his amendment destroy all the benefits that would accrue from the measure. If the hon. gentleman kept firm to that view there was no use in arguing the matter with him. He could only say that he hoped the Committee would be inclined to view the question from a practical point of view, and see the dangers that would arise from accepting the proposition of the hon. member. There were two or three main points that especially affected that question, and if they did not present an insuperable obstacle to the acceptance of such a proposition he could mention others if it should be necessary.

Mr. KATES said if people in the towns wanted to have the land, let them go and reside on it. Then they might be successful; but settlement by agents was never successful. He should like to see it made compulsory that the selector, his family, or a member of his family, should reside on the land during the first five years from the date of occupation. The Minister for Lands was quite right in saying the land would be taken up quickly; it would be taken up so quickly that *bonâ fide* men coming after who wished to settle would find it all gone.

The MINISTER FOR WORKS (Hon. W. Miles) said that the hon. member for Darling Downs appeared to be under the impression that the Bill was one to alienate land instead of simply to lease it. He would like to remind the hon. member that those who resided in towns had

only two professions open to their sons—law or medicine; and the Bill would enable them to make provision for their sons to go and settle in the interior. Young men growing up did not, as a rule, care to go in for agriculture, but the occupation of grazing was very much pleasanter than that of farming. The hon. gentleman said he had done all he could to improve the Bill, but what had the hon. gentleman done? He had moved an amendment that there should be no selection before survey, which was playing directly into the hands of the pastoral lessee. Supposing the Minister for the time being did not choose to have any land surveyed, there could be no country taken up at all. He was perfectly astounded at the hon. member. He could say without hesitation that the action of the hon. member in carrying that amendment had done more harm to the settlement of the people on the land than anything else he could possibly have done.

HONOURABLE MEMBERS: No, no!

The MINISTER FOR WORKS said it was all very well, but the present party would not always be in power. The Government would have the power either to survey or to withhold surveys, and he was satisfied that the time would come when the Government of the day would use their discretion in the matter. He would be very sorry to see those who resided in towns, and had sons growing up, deprived of the opportunity of taking up land under the Bill. As for dummying, he could quite understand anyone who chose to dummy going on the land for the first three years, if after that he got a title to it; but he could never get a title under the Bill. An amendment which the Government intended to propose in the 54th clause would, he thought, effectually prevent dummying to any great extent.

Paragraph put and passed.

On paragraph 7, as follows:—

"The lessee shall keep the land fenced with a good and substantial fence during the whole term of the lease."

The MINISTER FOR LANDS moved the introduction of the words "In the case of a grazing farm" at the beginning of the subsection. He said the amendment was rendered necessary by the amendment which had been made in clause 52, allowing other improvements to be substituted for fencing in the case of an agricultural farm.

Amendment agreed to.

The MINISTER FOR LANDS said he proposed to further amend the paragraph by adding the words—

Provided that if the same person is the lessee of two or more contiguous farms in his own right, it should be sufficient if the whole area comprised in the farms is so fenced.

The HON. SIR T. MCILWRAITH asked why the provision was only to be made applicable to grazing farms?

The PREMIER said it was not compulsory now to fence agricultural farms.

Mr. MIDGLEY asked whether the paragraph agreed with the clause which allowed a certain number of years before the fencing of a holding was completed, or even before it was begun?

The PREMIER said the lease would not be issued till the period for fencing had expired.

Amendment put and passed.

Mr. BLACK said that by clause 52 agricultural selectors were allowed to substitute other improvements for fencing, and now it was provided that the lessee of two or more contiguous grazing farms might enclose the whole with one fence, instead of fencing each separately. Would the agricultural selector be allowed to consolidate his improvements in the case of two or more adjoining farms?

The HON. SIR T. MCILWRAITH said his objection had not been answered by the Premier. Paragraph 7, as it originally stood, was the only part of the Bill which forced tenants to comply with the conditions during the whole term of the lease. But it had been provided that in the case of agricultural farms other improvements might be substituted for fencing; and paragraph 7 would not force tenants to keep those improvements on their farms during the term of the lease. There was nothing now to prevent an agricultural farmer, having once put down his improvements, from taking them off again; and he need not perform any condition during the whole of the lease except that of residence.

The PREMIER said that was no doubt so; but it was impossible to provide that a man should keep up improvements of a certain value during the lease. After a man had shown his *bona fides* by making the requisite improvements he got a certificate entitling him to a lease; but to say that he should keep up those improvements during the term of the lease would be compelling a man to do what it would be impracticable to enforce. The matter had been carefully considered by the Government, but it was considered impracticable. The improvements would be continually falling out of repair, and there would have to be inspectors of improvements.

Mr. MOREHEAD said he hoped the hon. member for Toowoomba (Mr. Groom) was listening to the exposure of the danger he apprehended from such a provision the other night. Walking fences would soon come into full play again. Movable iron houses and travelling sawmills would also be useful adjuncts, and they would certainly come into vogue unless tenants were compelled to keep up their improvements. There was no fear of the improvements becoming dilapidated, because they would be valuable movable property; and as soon as one man had done with them he could sell them to someone else.

The HON. SIR T. MCILWRAITH said he was astonished that the Government had said nothing about it if they had considered the matter. Surely it was as necessary to enforce conditions in agricultural districts as in grazing districts! If it was not necessary, it was absurd to put them into the Bill. As the Bill stood a selector could, within a week or a month of the expiration of five years, put up a walking fence, get his certificate, and remove the fence as soon as he liked.

The MINISTER FOR LANDS said the agricultural selector had to put improvements on his holding equal in value to the cost of fencing; and even if he should afterwards remove them it would not be a matter of very great importance. If a man erected barns, which were necessary for agricultural purposes, why should he not remove them supposing the land became too exhausted for agriculture? Many of the rich sugar lands would be used for grazing purposes before many years—not for the reason some hon. members supposed, but because they would be absolutely exhausted. He did not see why a man should keep expensive improvements on land which had become only fit to graze cattle and sheep, but he would let him use it in the best way he could. Of course the hon. member for Balonne had elaborated the intricacies of dummying, and perhaps he knew more about the subject than anybody else. But the question of improvements was not a serious matter after all, for there was not much danger of a 960-acre farm being hankered after by a man who wanted to get real property together

Mr. MOREHEAD said he did not know why the Minister for Lands could not leave him alone. The hon. gentleman now called him a dummier. He did not think he was one. He certainly knew a great deal about dummying, but the Premier had been his principal informant with reference to the various means by which land could be dummied, as owing to his connection with certain cases, while Attorney-General, that hon. gentleman knew how the law could be manipulated better than any other member of the Committee. The suggestion of the Minister for Lands, that when a man had worn his place out as an agricultural farm he could turn it into a grazing paddock, reminded him of the man who had a pointer, and who, when there was no more game left, cut its tail, cropped its ears, reduced the length of its legs, and ran it as a terrier.

The HON. SIR T. MCILWRAITH said that either the Minister for Lands was not serious in meeting the objection he had raised, or else he was casting the greatest slur on the agricultural character of the colony that had ever been heard. The Bill had been so manipulated that all conditions had been done away with so far as agricultural farms were concerned; they had been reduced to a nullity. He had shown that, a week before the five years were up, a man could put improvements on his land, by running up a galvanised-iron house equal to the cost of fencing; and then he could get his certificate. That was enough to show the absurdity of putting conditions into the Bill that were never meant to be complied with.

Mr. BLACK said he should like to have an answer to the question he had asked. He would put it again——

The PREMIER said that he had marked an amendment to meet the objection.

Paragraph, as amended, passed.

On paragraph 8, as follows:—

"If at any time during the currency of the lease it is proved to the satisfaction of the commissioner that the lessee has failed in regard to the performance of the condition of occupation or fencing, the Governor in Council, on the recommendation of the board, may declare the lease absolutely forfeited and vacated, and thereupon the land comprised therein shall revert to Her Majesty."

Mr. CHUBB said there was an amendment wanted. The Premier had just said that the lease would not be issued until all the improvements were made. By that subsection the Government were empowered to forfeit what had never been issued.

The PREMIER said that if the hon. gentleman would look at the subsection a little more carefully he would see that it was quite correct. The previous clause provided that, upon receipt by the board of the certificates of improvements, the lease was to be issued under certain conditions; and nothing could be done until the lease had been issued under those conditions.

Mr. CHUBB said the word "improvements" should be inserted, at any rate, because improvements had been substituted for fencing.

The PREMIER said that fencing was the only compulsory continuous improvement: the subsection did not apply to agricultural farms.

Mr. SCOTT suggested that some provision should be made to meet the contingency of a fire breaking out and burning down several miles of a man's fencing; otherwise the subsection might work very severely.

Mr. MOREHEAD said the provision suggested would be better inserted in the next subsection.

Paragraph passed as printed.

On paragraph 9, as follows:—

"Provided that in the case of a grazing farm, if it is proved to the satisfaction of the board that the failure to occupy was caused by unavoidable want of water upon the farm, the board may excuse such failure; but such excuse shall not be given for a period of more than twelve months, unless the want of water continued for a longer period, nor shall it be given more than once during the term of the lease."

Mr. MOREHEAD said the Minister for Lands could see that the paragraph was very inadequate, and might in many cases be unjust. It provided simply for cases where failure to occupy was caused by unavoidable want of water upon the farm, but, as pointed out just now by the hon. member for Leichhardt, a man might have his fence burnt down, and not only that, but the whole of the land might be swept by fire; and failure to occupy might arise, not from unavoidable want of water, but from there being no grass upon it. The words in the corresponding clause of the Act of 1869, "unless prevented by unavoidable natural causes," were far better, for they included either want of grass, or want of water, or the contingency of fire. The latter part of the clause, which provided that such excuse should not be given for a period of more than twelve months, and not more than once during the term of the lease, should certainly be omitted, and he should move an amendment to that effect if no other hon. member did. The same contingency might arise during the course of a lease, or near its termination, as at the commencement of it. For instance, the present drought had lasted almost two years, and God only knew when it would end. The paragraph as it stood was excessively strict, and he hoped the Minister for Lands would see his way to amend it in the direction he had indicated. It surely was not the intention of the Committee, or of the Government, that the grazing lessee should lose his holding through no fault of his own; but as the clause now stood that might easily happen.

The MINISTER FOR LANDS said if the holder of a grazing farm were required to occupy his holding continuously through all seasons there might be some hardship in the provision; but if there was no water upon it for a long period, and he had to take his stock and leave it, there could be no hardship in placing some person upon it as his representative to look after his improvements, and to show his *bona fides* and earnest desire to return to it when he was able to do so. If the holder left when it was not an absolute necessity that he should do so, he should not be protected; but if from want of grass or water he was compelled to remove his stock, he should leave somebody to take charge; and under those circumstances he should be protected. As to bush fires burning down fences, as a matter of fact those fires did not burn down fences to any great extent.

Mr. MOREHEAD: Don't they! I have seen a good many burnt down.

The MINISTER FOR LANDS said he had seen a good many burnt too, but not very much damage done, except in the case of log fences. In the case of wire fences, the damage was generally very small indeed—not nearly so much as was caused by floods. Much more damage was done in that way than by fire. As he had already said, he did not see any hardship in that portion of the clause.

Mr. MOREHEAD said he did not agree with the Minister for Lands at all—either in his theories or in what he said were facts. He maintained that where the posts of wire fences were of gidyah, cypress pine, or brigalow—timbers in very common use for that purpose in the outside districts—when they caught fire they burned like matches, the fire running right through them. That was taking wire fencing, which was least likely to suffer. Post-and-rail

fences he had seen burned down for very long distances; and if the hon. gentleman was in earnest and had no objection to amend the portion of the clause under discussion, he would do so in the direction he (Mr. Morehead) had indicated. Even supposing the hon. gentleman was right in saying that occupation should be carried out under adverse circumstances, many cases might arise where the last part of the paragraph would operate very unjustly. As it stood, a man might be allowed to leave his holding on one occasion to save his life; but if the same contingency or difficulty arose on a second occasion he must die there, or the place would be forfeited. Why, in the event of exactly the same circumstances happening six, seven, or eight times, should not the same treatment be served out to him as on the first occasion? He certainly thought that an amendment should be inserted to the effect that forfeiture should not take place where fencing had been destroyed by means beyond the control of the lessee; because, if that were not done, under paragraph 8 the board could forfeit the lease—even if fencing had been destroyed by flood or by fire. He hoped the hon. gentleman would, at any rate, amend the latter part of the paragraph, which, as it stood, was simply an absurdity.

The MINISTER FOR LANDS said he had no objection to leave out the latter part of the paragraph, as suggested by the hon. member. The idea with which they had been inserted was that if the supply of water failed upon a selection during a dry season, the holder, having experienced the effect of the drought, would provide water before a recurrence of it. However, as in many instances it would be almost impossible to foresee what the requirements would be, he had no objection to leave the words out. He therefore moved that the words "nor shall it be given more than once during the term of the lease" be omitted.

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

On paragraph 10, as follows:—

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

The HON. SIR T. MCILWRAITH asked what was the object of inserting the words, "or the minimum rent hereby prescribed, whichever is the greater amount"—seeing that they had fixed that it should not be less than was paid previously?

The MINISTER FOR LANDS said he did not see that the words were necessary. He therefore moved that they be omitted.

Amendment agreed to.

In answer to Mr. NORTON,

The PREMIER said the rent for the first period was not fixed by the board; only that of the subsequent periods.

The HON. SIR T. MCILWRAITH: It should read, "afterwards the amount shall be determined by the board."

Paragraph 10, as amended, put and passed.

Clause 53, as amended, put and passed.

On clause 54—"Lessees under Part III. not to be lessees of grazing farms in the same district"—

The MINISTER FOR LANDS said he intended to negative the clause for the purpose of inserting another in its place. There were so many amendments in so many different places that it would be much easier to deal with them as a whole.

Clause put and negatived

The MINISTER FOR LANDS moved that the following new clause be inserted in the place of clause 54, just omitted:—

No person who—

(*a*) Is a lessee under Part III. of this Act, or

(*b*) Is a pastoral tenant under any of the Acts hereby repealed, or

(*c*) Is a trustee for any such lessee or pastoral tenant otherwise than under a will, or

(*d*) Is the servant of any such lessee or pastoral tenant, or

(*e*) Is interested as mortgagor or otherwise in any holding under Part III. of this Act, or in a run held under any of the Acts hereby repealed—

may apply for, or become, or be the lessee of a grazing farm situated in the same district in which the holding or run is situated, or of a grazing farm situated in another district, and within ten miles of any part of such holding or run.

It would be seen that the clause was very similar to the one omitted, except that further precautions were proposed to prevent the possibility of any evasion in that direction. The only additions were with that object.

The HON. SIR T. MCILWRAITH said he thought the clause had a far wider scope than was intended by the hon. member. The clause really provided that no man who was a servant in a bank, or a manager of a bank, or a shareholder, could possibly hold a grazing farm in the district. There was not a single bank in the colony that did not hold a run in some district; and the shareholders were lessees, really, and all their servants, the clerks, and managers too. All of them were precluded from owning grazing country in any part of the country. Surely that was not intended!

The MINISTER FOR LANDS said he did not know why shareholders, or managers, or servants of banks should not be excluded as much as any other people who were precluded from holding grazing farms. If they were pastoral tenants they were not eligible to take up grazing farms. The persons alluded to were very properly excluded, and he did not see why any exception should be made in their favour. The object was to exclude all such persons from dealing in grazing farms, and to prevent interference; otherwise the system would be open to any amount of abuse.

The HON. SIR T. MCILWRAITH said the hon. gentleman had got into a habit of answering questions without having the slightest notion of the question that had been put. He had said that, as the clause now stood, the shareholders of banks which were holders of a lease in any district were precluded from taking up grazing farms.

The PREMIER: No.

The HON. SIR T. MCILWRAITH said if the answer was "No," he should like to know why the Minister for Lands did not reply to that effect. He wished for a plain answer to the question, because, to him, it was a real difficulty. According to the clause, if a lease was taken up in the name of any limited liability company, every shareholder would be precluded from becoming a grazing farmer.

The PREMIER said he did not see anything in the clause to suggest that idea. Certainly the servants of banks holding leases should be precluded from becoming lessees. He did not see why the servants of a corporation which held a lease should be exempted more than the servants of any other people; and he did not see why shareholders should be precluded. A shareholder was not a

lessee; that was perfectly clear. It had been decided by the highest tribunal in the colony. For the satisfaction of the hon. gentleman, he would refer him to a decision, to clear up the point: There was a case under the Gold Fields Act; and hon. members would bear in mind that under the Gold Fields Act the wardens had jurisdiction to hear and determine all actions, suits, claims, demands, disputes, and other questions that might arise in relation to mining. That seemed to be comprehensive. The district court had the same jurisdiction. It was held that a dispute between the shareholders of a mining company and the company did not relate to mining. The rights of the shareholders of a joint-stock company were not rights to the property of the company, but to the profits; they had no interest whatever in the property of the company as such. The hon. member for Bowen would tell the hon. gentleman the same thing. The shareholders had no rights to the property of the company as such; what they were interested in was the profits that arose from the expenditure and working of the property of the company.

The HON. SIR T. MCILWRAITH said he was very glad the Premier had explained the matter, as he had great doubts about it. His reasoning was this: Subsection (*a*) of the proposed new clause said that lessees under Part III. of the Bill were not to have certain privileges, and as there was not a bank in the colony that had not runs in some district in the colony, and as, to his mind, it was the shareholders who were the real lessees, he concluded that by the proposed new clause they would be denied the privilege of selecting grazing farms. He was now given to understand by the Premier that the shareholders were not really the leaseholders at all—that the shareholders of a company were not the actual proprietors, but simply had a claim to the profits of the company, and were responsible for loss to the public. That was a new reading of the law to him, as he was not sufficiently acquainted with it to put that interpretation upon it. He would be very glad if the hon. member for Bowen would enlighten them upon it also, as he still had some doubts on the subject.

Mr. CHUBB said the Premier had put the matter in a nutshell. The shareholders were the units composing the corporation or company, and were interested in the profits. It was true they were proprietors also in a certain sense, for the property belonged to the whole of the shareholders as a body; but no individual shareholder had an individual right in respect to the property. The persons who dealt with the property were the persons appointed by the shareholders to deal with it—the directors, trustees, or board of management. The shareholders of a bank had no right to the bank money, but only individually to the value of their shares and the profits upon them. The directors or trustees in whom the property was vested were the persons legally authorised to deal with it. The shareholders had their rights to the profits of the concern; but they were not owners in the sense implied by the hon. member for Mulgrave. Another remark might be made with reference to subsection (*d*), where the restrictions of the clause included the servants of any lessee. Clerks could not well be defined as servants. Servants meant domestic or menial servants, and not persons employed as bank clerks.

Mr. DONALDSON said that, in trying to prevent the evasion of the provisions of that part of the Bill, he thought the conditions imposed by the clause were a little too strict. Subsection (*d*) included "the servant of any such lessee or pastoral tenant." He just wished to point out that many men who were carriers did not go upon the road for a portion of the year, but worked upon the stations, very often as shearers. The probability was that if the clause was too stringently enforced it would preclude those persons from taking up grazing farms in the district. It appeared to him too stringent, and he wished to point that out to the Minister for Lands.

The MINISTER FOR LANDS said, in answer to the hon. member for Warrego, that a carrier or shearer was not a servant within the meaning of the Bill. They were, properly speaking, contractors, and did their work under a contract.

Mr. MOREHEAD said that if that interpretation was right there was nothing to prevent the lessee making contracts with all his men, and he would then have no servants at all. What was to prevent the lessee entering into a contract with his manager? The question he desired to ask was whether a lessee, under Part III. of the Bill, was not to be entitled to select under the portion of the Bill they were at present discussing? No explanation had been given yet as a reason for that restriction, and he would like the Minister for Lands to explain the matter.

The MINISTER FOR LANDS said the reason why a lessee under Part III. of the Bill was not allowed to select under the portion the Committee were then discussing, was because it was never intended that he should be allowed to do so. It was intended that the lessee should be excluded from the resumed part of his run altogether. The land was thrown open for other people, and not for him, and he got sufficient advantages in getting a secure tenure of the half of the run left to him. The resumed half was intended for the settlement of other people.

Mr. MOREHEAD said he assumed that there was no danger, from what the Minister for Lands had said, of the lessee going on to his neighbour's land, or of his neighbour coming on to his land. Did not the hon. gentleman see that that might lead to a great deal more trouble? He saw no necessity for the provision at all; he was only thankful that he had not an acre of leased land in the colony himself, but he would have as soon as the Bill passed. He would ask the hon. Minister for Lands seriously, if the reason he had given just now was the real reason which actuated the Government in drafting the clause under discussion, because it simply amounted to a give-and-take after all between men who were neighbours. They would simply say, "You take 20,000 acres of my run, and I will take 20,000 acres of yours."

The PREMIER: They cannot do it; they must go to another district.

Mr. MOREHEAD said it might be 50 miles away. It did not matter if it was 100 miles away for the sake of his argument. They could agree to exchange in that way.

The PREMIER: What good would it do them?

Mr. MOREHEAD said the Minister for Lands thought he (Mr. Morehead) knew all about dummying; but he did not intend to explain to the Minister for Lands or the Premier what good it would be to them. He thought, however, it was just as well to take away such absurd restrictions, preventing lessees being allowed to select the maximum area in a certain district.

The PREMIER said, supposing a run contained 150 square miles—and that would not be a big run—then the lessee and three or four of his servants might take up the whole of the resumed portion, if the restriction respecting

pastoral lessees were removed as suggested by the hon. member for Balonne. And what would the country gain in the way of settlement? Nothing. Where dummying had been carried on in the past—of course they could not forget that there had been such a thing—the pastoral tenant who lost his land by some means or other managed to get hold of it again. The intention of the Government was that, when resumed, the land should not go back to the original occupier.

Mr. PALMER asked whether a lessee, under Part III. of the Bill, would be allowed to take up an agricultural farm in the same district in which his run was situated, supposing the board had the land proclaimed open to selection as agricultural farms?

Mr. MOREHEAD said the Premier had stated that the Government were determined that the Bill should prevent the previous occupant of the resumed portion of a run, and three or four of his servants, from taking up the whole lot. It appeared to him (Mr. Morehead) that the new clause as it stood would simply lead to a give-and-take principle; at any rate it might do so. A squatter in one district would make an arrangement with a squatter in another, something like this, "I will take up 20,000 acres on your run if you will take up 20,000 on mine," and there was nothing to prevent that. However, he was not going to give the hon. gentleman any more information.

The MINISTER FOR LANDS said, in answer to the question asked by the hon. member for Burke, he saw nothing against a pastoral tenant taking up an agricultural farm when the resumed part of his run was near the coast or in agricultural country.

The PREMIER said that, to make the clause perfectly clear, he would move that subsection (*e*) be amended by inserting the words "which is" after the words "grazing farm" in the 4th line and after the same words in the last line but one; and that the word "is" be inserted between "and" and "within." It would then read that none of the persons mentioned—

"may apply for or become or be the lessee of a grazing farm which is situated in the same district in which the holding or run is situated, or of a grazing farm which is situated in another district, and is within ten miles of any part of such holding or run."

Amendments put and passed.

The HON. B. B. MORETON said he would like to know what was meant by the word "district." The terms used in the previous part of the Bill were "agricultural area" and "grazing area." Now they had a new word—"district."

The PREMIER: That means the commissioner's district.

Mr. MIDGLEY said he would ask the Minister for Lands something more serious than the question put by the member for Burnett. He for one could not see why the holder of a run under the third part of the Bill should be entitled to go into another kind of occupation altogether, and he thought it would be agreeable to the Committee, or at any rate to a good many members of it, if the distance between the two kinds of holdings was increased. An hon. member had suggested that it should be a hundred miles instead of ten. If a grazing farm could be held within ten miles of the unresumed part of a squattage, probably the resumed land would be taken up and held for the use of the pastoral tenant. He would suggest that the distance should be forty or fifty miles.

The MINISTER FOR LANDS said the object of the clause was to exclude the pastoral tenant from dealing with the resumed portion of his run, or any land in the district in which his run was situated, or in another district within ten miles of his run if the run happened to be on the boundary of his district. It would make very little difference in the way of business whether a grazing farm in such a case was ten miles, or forty or fifty miles distant. He did not see any force in the hon. member's remarks, and did not see why a pastoral lessee, provided he kept within the provisions of the Bill, should not be allowed to have a grazing farm in any district. He had to put the same amount of capital and intelligent management into it as any other man, and in doing so he made himself quite as valuable to the State as any other selector in the country.

Mr. NORTON said, if the Minister for Lands' contention applied at all, it applied to any selection that a pastoral lessee took up. If he took up a selection adjoining his own leased land and fulfilled the conditions, what more could be wanted? One object of the Bill was to get a large revenue, and the conditions of occupation were supposed to be fulfilled by getting those leaseholds under the new system. Well, if a man fulfilled his conditions under a new system, it did not much matter whether the leased portion was adjoining his run, or whether it was fifty miles away. The occupation was the same, it being occupation under the Act. He could not see how a lessee could interfere with anyone else by allowing him to take up land close to his own run. If he had country besides his leasehold—his run leasehold—he would turn it to a much better account than the ordinary farmer. He was quite sure, if the Minister's statement applied to a farm ten miles away, it applied also to a farm on the resumed portion of a run. If pastoral lessees were to be treated as proposed, they had better be excluded from the country altogether. If they were not going to allow a pastoral lessee to take up land under the same conditions as other men, he had far better be kept out of the country altogether. If pastoral lessees were not to be trusted, exclude them absolutely, or let them keep to their leaseholds or go elsewhere.

Mr. MIDGLEY said if the hon. member for Port Curtis could not see any reason why the squatter should not be in a position to have two different holdings in close proximity to his station, a good many members on his (Mr. Midgley's) side did.

Mr. NORTON: What are they?

Mr. MIDGLEY said the object of the Government, he took it, was not only to secure the occupation of the land, or secure a larger rental from the land—all that could be done under the existing law—but the one great object of the Bill was to secure a much larger number of grazing selectors on the land; and he hoped the Government would see that his was a reasonable suggestion, and one that they might well accept.

The PREMIER: What do you propose?

Mr. MIDGLEY said he did not propose anything. He suggested, and listened if his suggestions were worth anything, and if they were not he let them go. He would suggested to the Government that there might be a longer distance between the run and a grazing farm held by the same occupier; and he would propose as an amendment that instead of ten miles the distance be fifty miles.

The MINISTER FOR LANDS said if the hon. gentleman thought that the substitution of "twenty-five miles" for "ten miles" would secure the object of the clause more effectually, he had no objection to inserting "twenty-five miles." For his own part he would sooner have a grazing farm twenty-five miles away from his run than ten miles away.

Mr. NORTON: Make it outside the colony.

The MINISTER FOR LANDS said he had no objection to inserting "twenty-five miles."

Mr. MOREHEAD said the Minister for Lands or some member of the Government should let them know what the size of the districts was likely to be. Twenty-five miles might reach over one district into another, or beyond that even. It was not yet known what the size of the districts was to be, and the twenty-five miles proposed might make the taking up of land almost prohibitory. It was very much better to leave the clause as it stood—in the meantime, at any rate.

Mr. JESSOP said the district that Mr. Commissioner Hume acted in was 100 miles across, and it would be hardly fair to compel a man to go 125 miles to take up a homestead for himself.

The CHAIRMAN: Does the hon. member for Fassifern propose his amendment?

Mr. MIDGLEY: Not if the Minister for Lands moves the insertion of "twenty-five miles."

The MINISTER FOR LANDS: I have no objection if it will be more acceptable to the Committee.

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

Mr. MOREHEAD said they ought to have from the Minister for Lands some better reason for accepting the amendment than that it would please the hon. member for Fassifern.

Mr. MIDGLEY: It does not please me much.

Mr. MOREHEAD said the Minister for Lands had not met the objection that it was absurd to fix a limit until the size of the district was known. The same objection was raised by the hon. member for Dalby. The present commissioner for the Darling Downs had a district 100 miles long and broad, and if they were to have anything approaching family settlement that would prohibit it. A man might be living right away in the southern part of his district, and might wish some of his family to select near him, but they would have to go 125 miles away. He should vote for the clause as it stood.

Mr. JESSOP said there was a land commissioner at Toowoomba; there was another at Roma, and one at St. George. If districts were to be that size, there would be no such thing as family settlement.

The MINISTER FOR LANDS said if the pastoral tenant wanted to provide for his family he could do so by taking up grazing farms. There was nothing to prevent the children of the legal age of eighteen years taking up land in the same district in which their father had his holding. As to the size of the districts, that did not matter, because if the district was not twenty-five miles long the intending selector might go into the next one, and so on.

Mr. MOREHEAD said the hon. gentleman had not answered the question that had been put to him more than once. The hon. gentleman had, he presumed, good reasons for fixing the distance at ten miles; but now, because of the suggestion made by the hon. member for Fassifern, he had proposed twenty-five miles as a sort of compromise. Would the hon. gentleman tell the Committee why he selected ten miles in the first instance, and why he now selected twenty-five miles?

The MINISTER FOR LANDS said he had fixed ten miles because he considered it was quite sufficient to meet the object in view. If the Committee thought twenty-five, or fifty, or one hundred miles was more likely to do that, he had no objection to accept any of those distances.

Mr. NORTON said he would suggest to the hon. gentleman to leave out the reference to any district altogether, and make the condition a certain distance. That would be a very much simpler way of dealing with the matter. What did it matter whether it was in the same district or not? The object of the clause was to make the grazing farm a separate place altogether, and therefore all that was required was to fix a distance between the lessee's run and the farm.

Mr. MOREHEAD said he was perfectly satisfied that if the hon. member for Fassifern had heard the suggestion of the hon. member for Port Curtis he would agree to it. That suggestion was, that the arbitrary district line should be abolished, and that there should simply be a distance between the lessee's holding and a part where he could take up a farm.

Mr. BLACK said he thought the suggestion was an excellent one. He was perfectly certain that had the amendment suggested by the hon. member for Fassifern emanated from the Opposition side the Minister for Lands would not have listened to it at all. The hon. gentleman had not properly explained the clause. As he (Mr. Black) understood it, ten miles was the minimum distance within which a lessee occupying a run on the boundary of a district was authorised to select; but the majority of Crown lessees were a very much greater distance from the boundary, and he did not see why those who were fortunate enough to be on the boundary should be allowed to select within ten miles of their holdings, while those who lived twenty-five or fifty miles from the boundary were compelled to go a much greater distance. The suggestion of the hon. member for Port Curtis was a very equitable one, because it treated all the lessees in a similar way. Whatever distance might be considered desirable, all the lessees should be treated alike.

The MINISTER FOR LANDS said the hon. member had asked why the suggestion of the hon. member for Port Curtis could not be accepted, because it was more simple than the method proposed in the clause. But it was not so simple, because the distance would have to be determined in every case; whereas, under the clause as it stood, it would only be in a few isolated cases that that would have to be done.

Mr. MOREHEAD: Will the hon. gentleman explain that?

The MINISTER FOR LANDS said that when a lessee desired to take up a grazing farm it would be necessary, if the suggestion of the hon. member for Port Curtis was adopted, to determine whether the farm was ten or twenty-five miles, as the case might be, from his run That would have to be done in every case; whereas, under the clause, the distance would have to be determined only in the cases of a few men being on the boundary of a district. In the one case, a few men on the boundaries of a district could acquire grazing farms; in the other case, every man in the district might do so, and the distance would have to be determined in each case.

Mr. BLACK said the hon. gentleman seemed to forget that there would be survey before selection, and that they would be able to tell to within a chain the exact distance from one selection to another, or from a leaseholder's unresumed portion to the nearest grazing area.

The MINISTER FOR LANDS said the hon. member seemed to forget that there would be land between the surveyed lots. Certain parts of the resumed portion of a run would be surveyed, but there would be a portion intervening between that and the next resumed portion which would not be surveyed. It would not be a continuous survey.

Mr. MOREHEAD said that perhaps the hon. gentleman would tell them how many runs within the schedule were not surveyed? Nine-tenths of them were surveyed; and there should be no difficulty whatever in arriving at the distance to any point fifty miles from the boundaries of those runs.

Mr. NORTON said that if a man knew that he was liable to have his selection forfeited, if it was within the ten miles, or whatever distance might be fixed, he would be careful where he selected: he would take care that the distance was such that he would not be liable to be turned out. He thought the suggestion he had offered was a good one, because it made the matter more simple. He certainly could not see what objection there was to it.

Mr. DONALDSON said that if it was the desire of the Committee to limit the number of selections he could understand them passing the amendment. It would certainly have that effect, because if a man was compelled to go such a long distance from his holding he would have no desire to select a farm at all. He thought it would be better to leave the clause as it was.

Mr. BLACK said he thought that the arguments which had been used on the Opposition side of the Committee were entitled to some consideration. He was quite willing to accept the suggestion of the hon. member for Fassifern, that a pastoral lessee should not have another grazing area within twenty-five miles of his holding; but he thought that all lessees should be placed on the one footing. He did not see why one man whose position fortunately placed him on the boundary of a district should be allowed to have a grazing area within ten or twenty-five miles, whereas a man in the centre of the district might have to go 100 or 150 miles. He saw no reason why a Crown lessee, who had already a lease of one-half of his run and who had only a lease of fifteen years of the remainder, should not be allowed to take up a grazing area of 20,000 acres.

The MINISTER FOR LANDS said he did not see any great difference between the position two men occupied—the one on the boundary of a district and the other in the centre, or at the other side of the district. The one man would have to go twenty-five miles—if the amendment was accepted—the other would have to go outside the boundary of his district.

Mr. MOREHEAD said that surely the hon. member could see that the boundaries of the districts would be, in most cases, purely arbitrary, and that the proposal of the hon. member for Port Curtis would be very much better and more honest, and would deal more fairly with the lessee desirous of taking up a grazing farm. He thought the hon. member for Fassifern would not object to that proposition, which would effectually carry out his object. He supposed the hon. member did not wish to place one lessee in a worse position than another.

Mr. J. CAMPBELL said he did not think sufficient reason had been shown for extending the distance to twenty-five miles. He would not object to a man being allowed to take up 20,000 acres within sight of the resumed portion of his run. It was possible to be a great deal too arbitrary, and some hon. members seemed inclined to look upon the pastoral lessee as having no part or lot in the land. They should not forget that the squatters were the pioneers, and that they could not do without them. There was plenty of land for them, and for anyone else who might come; and if it became necessary it would be very easy to go outside the present schedule.

Mr. PALMER said that when they considered that the pastoral lessee or any other person could only take up grazing land to the extent of 20,000 acres, it was a matter of very small importance whether it was taken up in the district, or within ten miles or within twenty-five miles. There was no valid reason why they should extend the distance from ten to twenty-five miles. It was originally put down at ten, and the Minister for Lands said he thought that was sufficiently far, yet he jumped up to twenty-five without any reason whatever. It really looked, from some of the remarks made by hon. members on the other side, as if the pastoral tenants were a kind of vermin which ought to be hunted out of the district, or, as the hon. member for Port Curtis said, out of the colony altogether; but he scarcely thought that the colony could do without them.

The HON. SIR T. MCILWRAITH said that the argument brought forward by the hon. member for Port Curtis had not been met at all. The Committee seemed agreed that there should be some distance from his holding within which a pastoral lessee should not be entitled to take up a grazing selection; some thought it should be ten miles, some twenty-five. But why should it be a matter of chance depending on two things—first, the position that his run occupied in the pastoral district, and next, the size of the district? According to those two conditions, one man might be precluded from selecting within 100 miles of his run, and another limited merely to the bare distance in the clause—ten or twenty-five miles. Why should they not make it a matter of certainty and let the clause run, "may become or be a lessee of a grazing run within so many miles of any part of his holding"? That would define it exactly, whilst the mention of the district was inexpedient and rendered the matter one of uncertainty, the lessee being bound by two conditions, over which he had no control—the position of his run in the district, and the size of it. The Bill had to be recommitted for the consideration of other clauses, and they might as well reserve the point at issue till that time came. Whether the distance was ten or twenty-five miles was a matter of sentiment, and scarcely worth consideration.

The PREMIER said the object of the Bill was to provide land for new settlement, and it provided that the pastoral lessees should not compete with selectors in their own districts, but that in any other district they might do so. Of course the distance named was only an arbitrary line, and the question was merely as to which was the more convenient line to draw.

The HON. SIR T. MCILWRAITH said the distance ought to be the same in regard to all pastoral lessees. Why should one be prevented from selecting within 100 miles while another was only prevented from selecting within ten or twenty-five miles?

The PREMIER: It is a matter of practical convenience.

The HON. SIR T. MCILWRAITH: Where is the convenience?

The PREMIER said everybody knew the district in which his holding was situated, but the distance from his holding was a matter of measurement. Of course it might happen that mistakes would be made as to the distance from the boundary of the district; but that was a difficulty that was not likely to arise. The greater the distance, however, the more likely it was that such a difficulty might arise.

The HON. SIR T. MCILWRAITH said that the importation of the word "district" only complicated the difficulty. The distance should be fixed irrespective of the position a lessee held

in his district. As to the difficulty of measurement in the case of a long distance, even with the present surveys there was not the slightest trouble in determining within a-quarter of a mile how far a selection was from the boundary of a squatter's run. And when the surveys contemplated by the Bill were made the difficulty would be minimised.

Mr. MOREHEAD said he would ask the Minister for Lands whether every district was to be a perfect rectangle; as otherwise he could see enormous difficulties with a twenty-five-mile limit. If a certain district enclosed a certain number of holdings, there would have to be a margin of twenty-five miles between the boundary of the district and any of those holdings, to enable the lessee to select. Surely he was right in his contention that, taking the external lines of the holdings, the lessees who held land in that district—if the theory were carried into practice, there must be a marked line, inside of which they could not select. The clause was surrounded with difficulties, and would prove utterly unworkable. What system of survey did the hon. gentleman propose to introduce? He must bear in mind that the runs would be cut up—one-quarter, one-half, or perhaps one-third being taken—and that they were sometimes rectangular, and sometimes not. How did the hon. gentleman propose to draw the twenty-five-mile line?

The MINISTER FOR LANDS said he admitted that there would be no great difficulty in finding the distance from the boundary of a holding to a selection; but the proposal of the hon. member for Port Curtis would increase the number; and with the number the difficulty would be increased. But it was not desirable to increase the work. By providing that a lessee must select in another district the difficulty would be overcome, because it could be easily ascertained whether the nearest point of his run was more than twenty-five miles from the boundary of the district.

Mr. NORTON said that he made his suggestion because he thought it would simplify the Bill. As the Minister for Lands had pointed out, there was no great difficulty in ascertaining the distances of runs from selections; so that his proposal might as well be accepted. In all the settled districts the runs were surveyed; and it was possible to tell within a mile the distance from one place to another, so that no great difficulty could arise. Even if it should be found, four or five years after a lessee had taken up a selection, that it was half-a-mile nearer his run than it ought to be, no great harm would have been done so long as the man fulfilled the conditions.

Question—That the word proposed to be omitted stand part of the question—put.

The Committee divided.

Before the numbers were declared—

The HON. SIR T. MCILWRAITH said: Before you give your decision, Mr. Fraser, I want to ask you if you saw Mr. Isambert, the member for Rosewood, come into the Chamber after you gave instructions that the bar should be closed? That hon. member came in while the bar was in the act of being closed, and the Sergeant lifted up the bar to let him in. Either Mr. Isambert is not entitled to vote in the division, or the Sergeant was wrong in lifting up the bar; although he did so to prevent its coming into contact with Mr. Isambert's head.

The CHAIRMAN: The correct thing is that no member should venture within the bar after the order to close the door has been given. I saw Mr. Isambert enter, but I did not see the Sergeant raise the bar to let him in.

Mr. MOREHEAD: If Mr. Isambert is asked whether he stooped to get under the bar I have no doubt he will say he did.

The HON. SIR T. MCILWRAITH: Mr. Isambert was outside the bar when you gave the order to close the door.

Mr. MOREHEAD: I object to Mr. Isambert's vote being taken.

The CHAIRMAN: I can say distinctly that Mr. Isambert was outside the bar when I gave the order to close the door; and, acting on the decision I gave the other day, I must disallow his vote. Therefore, I declare the numbers to be—Ayes, 17; Noes, 23.

AYES, 17.

Sir T. McIlwraith, Messrs. Norton, Chubb, Foote, Donaldson, Palmer, Jessop, Morehead, Lissner, Black, Ferguson, Stevens, Higson, Smyth, Lalor, J. Campbell, and Macrossan.

NOES, 23.

Messrs. Rutledge, Miles, Griffith, Dutton, Dickson, Annear, White, Jordan, Brookes, Macfarlane, Foxton, Aland, T. Campbell, Sheridan, Salkeld, Midgley, Beattie, Moreton, Kates, Bailey, Kellett, Buckland, and Groom.

Question resolved in the negative.

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

Mr. BLACK said the amendment was a senseless one; there was nothing whatever in it, and the Minister for Lands had given no reason why it should be accepted.

The MINISTER FOR LANDS said he was of opinion that ten miles, as originally proposed, was a safe distance, but he accepted the twenty-five miles as being a still safer distance. If there was any danger of leaseholders taking up grazing farms close to their own holdings, they were better twenty-five miles, or even fifty miles, away.

Mr. BLACK said he believed the hon. member for Fassifern, when he moved the amendment, was under the impression that the twenty-five miles was from the lessee's holding, and did not anticipate that it was from the boundary of the district. The Minister for Lands had not given any good and sufficient reason why the amendment should be accepted. The distance might just as well have been made fifty miles.

The MINISTER FOR WORKS said hon. members had been warned over and over again that the pastoral lessees were going to dummy the land, and he presumed that any action the Government could take to prevent that was fair and legitimate. His hon. colleague had originally thought ten miles sufficient, but he now thought twenty-five miles would be very much better, and for very good reasons.

Mr. MOREHEAD said the hon. the Minister for Lands either did not or would not understand the question. No member on that side of the Committee had objected to twenty-five miles, but they wanted to see all the pastoral lessees who came under the clause put on the same footing as regarded their power to take up land. That was the effect of the admirable suggestion of the hon. member for Port Curtis, but the hon. gentleman did not seem even now to understand it; or if he did he had not refuted the arguments brought forward in favour of it.

Question—That the words proposed to be inserted be so inserted—put and passed.

Mr. MIDGLEY said, at the risk of being thought tedious, perhaps, he wished to point out that the latter part of the clause required to be altered so as to read more definitely. As amended the clause read, "and within twenty-five miles of any part of his holding," which would mean any part of the district within twenty-five miles from any part of his run. He

would suggest that the clause should read, "within twenty-five miles of the nearest part of the grazing farm."

HONOURABLE MEMBERS: That is what it means.

The HON. SIR T. McILWRAITH said surely the Minister for Lands must now see the absurdity of the clause. They had handicapped the pastoral lessees in such a way that some would not be able to select within 100 miles in some cases, and others within twenty-five miles; and there had not been a single reason given for it except that put forward by the Premier, who said that there would be some confusion if they were not prevented from selecting inside their districts. Where the confusion was to arise he did not know; and, as he had said before, the clause ought to have been made to read so that a pastoral lessee could select within twenty-five miles of the nearest part of his holding. He believed that was what the hon. member for Fassifern wanted to arrive at; but it was too late now, and it would be better to allow the clause to pass at present, and recommit it.

Clause, as amended, put and passed.

On clause 55, as follows:—

"No person who is beneficially entitled to any freehold land in any district may become the lessee under this part of this Act of any farm in the same district, the aggregate area whereof, together with the area of the freehold land, exceeds the area allowed to be selected by one person in that district. In the case of several joint holders of freehold land, each shall be deemed to be the holder of an area equal to the total area divided by the number of joint holders."

Mr. BLACK said, as he understood the clause, any freeholder of 960 acres of agricultural land in the colony was to be debarred from selecting any other agricultural land within its boundaries. If that was the intention of the clause, it was a very bad one indeed, and would do more to prevent the very best class of settlement than anything else in the Bill. Its effect would be that those who had succeeded fairly well in agriculture in any one part of the colony would be debarred from investing their savings, and extending the benefits of their experience in the pursuit in which they were engaged, to any other part of it. If they wished to invest their money in the pursuit with which they were most familiar, they must go to some of the other colonies to do it. Take the case of an agricultural freeholder in the southern part of the colony, who had succeeded fairly well; he had cultivated the area of land which was available for agriculture, to the utmost; and if he wished to extend his operations, was he to be debarred from going to the northern portions of the colony?

The PREMIER: No. Read the clause.

Mr. BLACK said the clause said—

"No person who is beneficially entitled to any freehold land in any district may become the lessee under this part of this Act of any farm in the same district, the aggregate area whereof, together with the area of freehold land, exceeds the area to be allowed to be selected by one person in that district."

Well, the provision applied, not perhaps to the same extent as he had pointed out, but it was equally injurious in its effects. He did not see why a man who had complied with all the conditions he had been called upon to fulfil by this or previous Acts, and who wished to extend his operations, should be debarred from doing so, especially if he had got the freehold of his land. Then there was another point to be considered. They were not aware of the extent of the districts the Minister for Lands proposed to gazette. It was impossible to say what their extent would be; and it appeared to him that every possible means was taken to debar legitimate settlement by men who had the means and ability to cultivate the land to the best advantage, and that everything that could be done was attempted to be done to drive them into the other colonies.

The HON. SIR T. McILWRAITH said he would like to understand what would be the position of a selector holding land at the present time, the freehold of which he had not yet acquired. Supposing a man had selected, say, 1,000 acres in a certain district under the Act of 1876, which had not yet been made freehold, was he to be restricted by the clause, as he would appear to be, in regard to the area of land that he could select—that was, that in estimating the maximum area he could select under its provision, would the amount which was liable to become freehold under the Act of 1878 have to be deducted? He thought it was only right that selectors under the Acts of 1876 or 1868 should be allowed all the privileges of fresh selectors, exactly in the same way as if they had no land at all. They had been acting under the Act of 1876, and knew perfectly well, when they had performed their conditions and acquired their freehold, that they would be entitled to select again; but by the Bill they would be debarred from so doing. Supposing a man had 1,000 acres selected in a district where 1,280 acres was made the maximum, and was near the point where he might make that land a freehold under the Act of 1876, he would be debarred under this Bill from taking up more than 280 acres. That was not right at all. Bygones should be bygones so far as selectors were concerned. If they had selected land under the Act of 1876, why should they be deprived of the benefit to be derived from the Bill? Hon. members would understand what he was driving at. The effect would be to limit a class of men who deserved the greatest consideration from that Committee, because they were men who had gone out to make freeholds for themselves, and had brought up their families in the expectation of increasing those freeholds and spreading out. Why should they be debarred when they might be on the point of making those lands freeholds? Those lands should not count at all as restricting them from selecting under the Bill. That was, if a man was, as in the case he had put, on the point of making 1,000 acres freehold, why should that amount be deducted from the amount he would still be entitled to select?

The PREMIER said there was no doubt that if a selector had not already acquired the freehold, as the clause stood he would be entitled to take up the maximum amount of land under the Bill. No doubt that was a flaw, as the hon. gentleman had pointed out. With regard to the other point that the hon. gentleman raised, they ought not to draw a distinction between selectors who had at the present time made their lands freehold, and those who had not. A man might have made his land freehold yesterday, and sold it. What they wanted to do was to discourage the monopoly of land in every way. They should not make a distinction between one class of persons and another. Why should a man who had bought his land at auction be in a worse position than a man who had gained it by fulfilling the conditions of selection? He did not see how they could draw an arbitrary distinction. The hon. member said a man who had taken up a selection and converted it into a freehold might take up another. But if a man had bought his land at auction, or by private contract, it was with the idea that he might acquire as much more as he could in the district. If he had bought a selection from any man, he did not see why he should not have as many privileges as that man had.

Mr. BEATTIE said there was another case. Supposing a man selected 640 acres under the Act of 1876, and that selection was brought under the operations of the present Bill, was he to be prevented from making a selection of 320 acres more?

The PREMIER: No.

Mr. BEATTIE said he had been informed that there were a great many people who had made selections of 1,280 acres under the Act of 1876, and had not yet fulfilled their conditions; consequently the land had not become freehold;—what position would they be placed in? They would not be interfered with by the Bill, because, although they had complied with certain of the conditions, they had not paid all their rent, and so forth, and therefore the land had not become freehold. He presumed that under the Bill they would not be interfered with, so far as obtaining their freehold for the 1,280 acres went.

Mr. JORDAN said if there was a reason for limiting the area of either an agricultural or pastoral area, it should be adhered to. The suggestion should be accepted so far as grazing areas were concerned. The hon. member for Mulgrave supposed that if a man had selected 1,000 acres under the Acts of 1868 and 1876, there would be no harm in his adding to that the area that he could select under the Bill. He did not think it would be desirable to extend that to the agricultural areas. Perhaps it would meet the case if that provision were made here, in the 48th line, by inserting the word "agricultural" between the words "any" and "farm." That would meet the views of the hon. member for Mulgrave.

Mr. KELLETT said he disagreed entirely with the last speaker, because he thought the clause was more objectionable in the agricultural districts than in the grazing areas. He did not think the hon. member for Mulgrave meant that, so far as grazing was concerned especially. He took exception to the clause as regarded the agricultural districts, and had done so from the first time he read the Bill. It was not at all fair that, because a man might have had an agricultural farm five or ten years ago, he should be debarred from taking up any more land in that district. That would drive away the very best class of men, the farmers, who understood their work; and would prevent them from extending their operations. There was a general opinion in the inside districts that it was a very unfair clause, and he had told several who had spoken to him about it that it must have got in inadvertently, and he hoped it would be amended in committee. They would be debarring the very best men—those who had acquired freeholds, and who had reared up families thinking they could settle them in the district and not drive them away. Those were the men who ought to be encouraged, and he could not see why they should be debarred, under the Bill, from taking up new land. They had struggled hard and fulfilled their conditions for the very purpose of being able to take up more land. Those industrious men would by the clause be debarred, and were the ones who would really suffer. He knew men who had striven very hard, and saved every shilling to make all their improvements and to pay the rent, and had mortgaged their farms to do so, so that they would be able to select more land in the district to put their families upon. A selector holding freehold under the provisions of the Act should not be debarred from selecting more.

Mr. MOREHEAD: Or a conditional purchaser.

Mr. KELLETT said they were in exactly the same position. He could not for the life of him see why those men should be debarred in that way, and be told, "Because you have got a farm in this district you must be hunted away to another." He thought the clause must have been inadvertently taken into the Bill from some other Act.

The HON. SIR T. MCILWRAITH said he thought a large number of members on the Committee did not thoroughly realise the very great importance of the clause. He scarcely realised it himself until now. He found it would include all freeholds that had been already acquired, and land that had been taken up under previous Acts and would shortly become freeholds. Surely the Government, unless they wanted to have another Land Bill next year, did not want to go to that extreme! They went as far as they could well go before, when they provided that no man could hold more than the maximum amount of 960 acres of agricultural land, or 20,000 acres of pastoral land in any two or more districts; but here they went a great deal further, and said that the land a man held already was to count in that 960 acres or 20,000, as the case might be.

The PREMIER: No.

The HON. SIR T. MCILWRAITH said, in the same district, at all events, and in that case the argument was the same, though it might be limited. However, he would sit down and wait until the hon. member explained it.

The PREMIER said the restriction only applied to the same district. It told to his mind much more strongly in the case of grazing areas than in the case of agricultural areas; because, in the case of small areas, it would not make much difference. He thought it objectionable that a man having, say, 20,000 acres of freehold land, should be allowed to take up 20,000 acres more alongside of it. That would tend to monopoly, which was intended to be struck at by the Bill, and which was what the clause was intended to prevent. A man might have already obtained the monopoly of a large extent of land in some district, and it was not intended by the Bill that he should be allowed to take up a similar extent of land in the same district, though he might go away somewhere else and form another establishment. If a man had 20,000 acres already in a district, why should he be allowed to take up 20,000 acres more alongside of it? If he was allowed to do so he would have more than his share—that was the principle of the Bill, at any rate; though whether it was a good one or not was another question. The same argument applied to the agricultural areas, though not fully to the same extent. There was not so much danger of monopoly in the agricultural areas. That was the thought which was present to his mind when it was agreed that the clause should form part of the Bill—namely, the prevention of the aggregation of enormous estates in pastoral districts.

The HON. SIR T. MCILWRAITH said the hon. gentleman admitted the strength of his argument so far as the agricultural areas were concerned. It now appeared that that was the great clause to prevent the aggregation of large estates, and now its application was to be excluded from agricultural farms, the only land which, under the Bill, could be acquired as a freehold! And, after all, it would not have the effect which the Minister for Lands contemplated when he framed the Bill. He would like to know what amendments the hon. gentleman proposed. The objection he took to the clause was so far as it applied to selectors who had already made their land freehold, or were in the course of

making it freehold. He held that the amount of land those men held now as freehold, or in the process of becoming freehold, should not count at all in the amount they could hold under the Bill in any district. He did not think there should be any limit in that way at all, and he thought that had been admitted by the Premier himself just now.

The PREMIER said the hon. gentleman asked what amendment he suggested in the clause. He suggested that the words "or be" should be inserted after the word "become" in the 2nd line of the clause, and he also suggested the insertion of the word "grazing" before the word "farm," in the 3rd line of the clause.

Mr. MOREHEAD said he really did not think the hon. the Premier had met the contention set up by the leader of the Opposition. The main contention set up was that, having entered into a contract giving freeholds to people, either by auction, or by selection, or by allowing land to be converted into freehold by conditional selection, they had no right to debar those men, who had obtained their land by the legislation of the colony, from any advantages which they might derive under the Bill. He thought that was a most unfair thing to do. It was most unfair to say that because the Ministry thought that no person should hold more than a certain proportion of freehold land—or no freehold land at all, for that was really what they pretended to believe in—that, therefore, those men who carried out their bargain with the State should be treated as a different class altogether, and should be told that they were not to have the same rights that were served out to others. Surely no argument could be brought forward by the Ministry that would defend such a course of procedure! They should remember that a large majority of those freeholds had been acquired by the action of the party of which the hon. the Premier was a member. But, apart from that altogether, they had been acquired by the legislation of that House, and they should either take them away from them altogether and give them compensation, if the Committee so decided, or put them in the same position as other persons in the colony were placed in. He thought that it was a most iniquitous system to attempt to introduce into the colony—to say that because certain men were the owners of a certain amount of property they should be almost debarred from having the same rights as other people in the colony. He had never heard of such legislation before; and he believed that no such legislation had been either proposed or suggested before to any English-speaking people in the world.

The PREMIER: New Zealand.

Mr. MOREHEAD: Yes; to the Maories. They had no right here to serve out one sort of law to one man, and another sort to another; and he believed it would be seen that the majority of the Committee agreed with him. Many of the men whom the clause would affect had been forced by the action of the Parliament to become freeholders, and not by any desire or wish of their own. He might particularly refer to those who had bought land under the Railway Reserves Act, under which men had, in spite of their protests, been compelled to buy land; and they were now to be told that they would be put in a different position to others who did not hold freehold land. He admired the way the hon. the Colonial Secretary at once gave way on the agricultural land question, and he really could not see what difference there was, except in degree, between the agricultural selector and the grazing selector. At the present time there were men who had taken up considerable areas as conditional purchases partly for agricultural and partly for pastoral purposes—practically altogether for pastoral purposes. And those persons, he took it, ought to be treated in the same way as agricultural freeholders. He did not see why the hon. gentleman should give way to the agricultural small holder, and not serve out the same sauce to the larger holder. He should like to hear some explanation from the Premier. It was not the fault of those men who were to be excluded from the benefits the measure provided, that they had become the proprietors of large areas of land, and when they acquired their lands they had not the slightest idea that they would ever be treated in any other way than every other inhabitant of Queensland. Now it was proposed that they should be subjected to a totally different mode of treatment. The Premier had stated that a similar law existed in New Zealand. He (Mr. Morehead) would like the hon. gentleman to tell them where they were to find it, and to explain whether, when it was passed, there were similar preceding circumstances as had existed in this colony. The proposal now made was most unjust and one-sided.

The PREMIER said the hon. gentleman who had just spoken looked at the picture from a different point of view than that from which it was regarded by the Government. They regarded it as very desirable to prevent land monopoly, which might occur in some places, if the clause under discussion were not in the Bill. He would give an illustration of what might be done if the clause were eliminated. An estate of 60,000 acres of freehold was held by, say, three or four persons, and each of those would be entitled, if there was no provision to the contrary, without living in the colony, to take up the maximum area allowed by the Bill. So that, in addition to their 60,000 acres of freehold, they might have 60,000 or 70,000 acres of leasehold adjoining. What benefit would the colony derive from that? What additional settlement would follow? Why, there would be no contribution to settlement whatever! The State would merely get the rent; but that was not all that was desired by the Bill. The Government desired to get settlement. Numerous districts could be pointed out in which such a thing as he had referred to could be done. The Government were endeavouring to divide the land; but hon. gentlemen opposite looked at the matter from a different point of view.

Mr. MOREHEAD: We look at it from an honest point of view.

The PREMIER said they called it an honest point of view. He would rather call it a selfish point of view. The Government looked at it from the point of view of what would benefit the country, not what would benefit individuals. A man who had not got an enormous extent of land would not be affected by the Bill. There were districts in the colony—one might be named—in which, if a clause like that under consideration were not included in the Bill, nearly the whole of the land might fall into the hands of two or three persons.

Mr. MOREHEAD: Where is it?

The PREMIER: Peak Downs. They knew what enormous freehold estates were held there. If the persons interested in them could take up the maximum area they would secure nearly the whole of the land.

Mr. MOREHEAD: There is no land there to take up.

The PREMIER said there was some land there to take up. He mentioned that as a particular instance of what might happen if clause 55 were not in the Bill.

The HON. SIR T. MCILWRAITH said he was surprised to hear the hon. gentleman speak of the Peak Downs country being classed as pastoral land. It ought to be classed as agricultural land. The hon. gentleman had talked about the point of view from which the matter was looked at by the Government. Well, hon. members on his side looked at it, in some cases, from the same point of view from which the Government professed to regard it. At all events, when he commenced his argument the selector had no chance of getting the maximum area in the district where his farm was situated, and now the hon. gentleman had yielded that point. In illustrating his argument, the Premier referred to Peak Downs, but it would not apply in that case, and he (Sir T. McIlwraith) knew of no district in the colony in which it would apply. He was quite astonished at the hon. gentleman telling them that Peak Downs was going to be classed as pastoral land. The Bill was simply a Bill for the pastoral lessee, and, seemingly, especially for lessees on Peak Downs. If the land was going to be let out in the way foreshadowed by the Premier there was nothing to prevent the pastoral lessees getting hold of it; they would find some means of securing the land.

Mr. NORTON said it had been stated that the Bill was intended to prevent people acquiring large estates, and therefore that persons already possessing large areas of land should not be allowed to select under the provisions of the Bill. He had no doubt that there were people at the present time who had selected considerable areas of freehold land; and he would ask why should any man who had 15,000 or 20,000 acres of land in one district, bounded by the boundary of the district, be allowed to add to his estate by taking up adjacent land on the other side of the boundary? Yet that was how the clause would work in some cases; of course there were not many such. If the hon. gentleman wished to prevent the aggregation of large estates he must insert some provision dealing with cases of that kind. With regard to the clause just passed, prohibiting the lessee of a run from taking up a selection on the resumed part of his run, they had adhered to the principle that a man could not add to his holding by taking up adjoining land in another district should his holding be situated on the boundary. But it appeared that a different principle was to be applied in the case of freeholds. He contended that some provision ought to be made, prohibiting any man holding a certain quantity of land from taking up any more land, whether it was in the same district or not.

The PREMIER said the hon. gentleman had asked whether a similar principle had been adopted anywhere else. He knew there was an analogous provision in the New Zealand Act, and in the Bill now before the Victorian Parliament, which had just gone up to the Legislative Council; and the principle was adopted here because it was the very basis of the Bill. They could not allow persons to go on continually absorbing land. The hon. member for Townsville suggested a land-tax. That was another remedy, but it was not the remedy the Government proposed to adopt at present. The hon. member for Mulgrave had said that he was astonished to hear that Peak Downs was to be converted into grazing farms of the maximum area. He (the Premier) should be very sorry to think that it would be.

Mr. JORDAN said, as agricultural farms might be converted into freeholds, that made a great difference between them and grazing areas. He had seen less objection to allowing the limitation to be restricted to agricultural areas, holding, as he did, that most of the farmers engaged in tillage ruined themselves by taking up too much land. Then, again, it must be borne in mind that those limitations would be applicable only to the same district. If farmers who had 960 acres had improved their holdings to the utmost extent, as supposed by the hon. member for Stanley, they could, of course, take up 960 acres in another district.

Mr. BLACK said he would draw the attention of the hon. member who had just sat down to clause 49, which was to the following effect:—

"Nor shall any person at the same time, either in his own right or as a trustee for any other person except as hereinafter provided, hold in the colony two or more agricultural farms the aggregate area of which is greater than nine hundred and sixty acres, or two or more grazing farms the aggregate area of which is greater than twenty thousand acres."

That was a point he would like to understand distinctly. The junior member for South Brisbane suggested that a man having profitably used 960 acres in one district would be allowed to select another 960 acres in another agricultural area. He (Mr. Black) understood that he would not be able to do so. Perhaps the Minister for Lands would tell the Committee whether that view was correct. He admitted that if it was allowable for a man to select 960 acres in a second agricultural area, he had no objection to the clause as it stood.

Mr. JORDAN said he had alluded to the fact that persons could make their agricultural areas into freeholds. Any person having improved his 960 acres to the utmost extent might turn it into a freehold, and select in another district.

Mr. BLACK said there was nothing whatever in the 49th clause he had read referring to freeholds or leaseholds. The clause said "he shall not hold more than 960 acres." He would ask the Minister for Lands what the intention of the clause was, and whether a man could hold two areas of 960 acres in different districts?

The MINISTER FOR LANDS said clause 49, to which the hon. gentleman had alluded, only referred to agricultural farms under the Act. If a person held 960 acres freehold, he could go to another district and take up another 960 acres.

Mr. NORTON said he would like to know whether the hon. gentleman objected to a freeholder, who had his freehold on the boundary of a district, taking up a selection immediately adjoining in the next district? He had no doubt there would be cases of that sort.

The MINISTER FOR LANDS said cases of that kind would be so very rare that it was scarcely worth while making provision for them. There might be one or two cases, but not more than that.

Mr. MOREHEAD said the hon. the Premier had quoted the Peak Downs as a place where such a thing was likely to arise. Perhaps the hon. gentleman would give another illustration; or were they legislating for Peak Downs only?

Amendment put and passed.

The PREMIER moved a further amendment in the clause by the omission on the 49th line of the words "any farm," and the substitution therefor of the words "a grazing farm or grazing farms."

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

On clause 56, as follows:—

"The restrictions hereinbefore imposed against any person holding a farm or against any one person holding more than the prescribed area of land as a farm or farms, shall not apply to any person who shall become the lessee of any such farm or farms as executor or administrator of a deceased lessee, unless he is also the beneficial owner of the holding."

Mr. DONALDSON said he must confess he did not clearly understand the clause. He could

conceive the case, especially in family selections, where one of the family might die, and wish to leave his property to the other members. He or she, as the case might be, might have a middle allotment, and if it was disposed of by will to other members of the family they would be prevented from holding it. If the words "beneficial owner of the holding" were left in the clause they would prevent any such person holding under a will any farm or farms that might be left to him. In the case of a family, that might be of considerable loss to them.

The PREMIER said that, under the general rule laid down in the Bill, land which passed to an executor or administrator would be forfeited; but that clause made an exception to that rule. An executor or administrator might hold land, but if he was also the beneficial owner there was no reason why he should not be in the same position as any other person. That question was raised in the 57th clause. If that view was not accepted, the words "beneficial owner of the holding" should be left out, because it was part of the scheme embodied in the 57th section.

Mr. DONALDSON said if the clause was left in the Bill it would cause some hardship. Cases like some that had happened in New South Wales might occur, and it would be a hardship if any member of a family were prevented from getting land by will because of a violation of the Act; but they would be isolated cases, and would hardly bear on the general provisions of the Bill. For those reasons he would like to see an amendment in the 56th as well as the 57th clause. He thought it was a matter that deserved serious consideration, and he would like to hear hon. members express their opinions on it.

The HON. SIR T. McILWRAITH said he thought the clause might be omitted. The cases in New South Wales known as "erysipelas" cases were of an extreme nature, and it was perfectly impossible, under such a Bill as that before the Committee, that they could occur in Queensland, and therefore, why should such cases induce the Minister for Lands to put in such a clause as that proposed? Why legislate against the possibility of a legatee administering two selections? It was the commonest thing in all parts of the world for a man to leave his property to his eldest son for the benefit of the family. But under the Bill the son would have to sell a farm left in that way, within twelve months, or the lease would be forfeited. A clause of that sort was not wanted at all.

The MINISTER FOR LANDS said that if any restrictions were to be imposed in the Bill on the quantity of land that one person might take up, it was necessary to retain a clause of that kind. If the clause were abandoned, such a course would be inconsistent with other portions of the Bill. If there was to be no such restriction, in the natural course of things land would accumulate in the hands of a few. The object of the Bill was to prevent that. He could not see that there would be any great hardship in requiring a man to sell one of his holdings.

The HON. SIR T. McILWRAITH said the hon. gentleman had a marked facility for getting into his old argument that the principle of the Bill was to prevent the acquisition of freehold. He had repeated it so often that it almost seemed as if he had forgotten Part VII., which provided for sales of land by auction. There a man with money enough might become the owner of the whole of the suburban and town lands sold for the next thirty years without violating the principles of the Bill. He thought there would be great hardship under the clause, and the Minister for Lands had given no argument against that except the existence of a principle in the Bill which existed only in his imagination, and which was not in the Bill at all.

Mr. STEVENS said he did not agree with the clause. He thought it would prevent agricultural settlement; and that was still more severely dealt with in the next clause. Taking the two clauses together, they provided that within twelve months a holding must be parted with. On the second reading of the Bill he pointed out that there might be bad seasons during the period mentioned in the Bill, and it would be hard to compel a beneficial owner to sell at that time. He thought the period should be extended to two years to give the owner an opportunity of disposing of his property to the best advantage, and that he should not be compelled to sacrifice it. The latter part of the 56th clause and the whole of the 57th might be very well left out.

Mr. NORTON said he thought it was a mistake to insist on that portion of the Bill. He considered that it would apply in an undesirable way, because, if a man died who had half-a-dozen children and left his farm to them, and his eldest son had its management, having already as much land as he could hold in his own name, then he would be obliged to sell his own portion to enable him to carry on work as trustee. In some cases that would act very prejudicially to the interests of the rest of the family. Of course, the Minister for Lands would say, as he did when they were discussing another clause, that such cases would only happen now and again.

The PREMIER said that in New South Wales there were cases where dying erysipelas patients were taken out of benevolent asylums, applied for selections, were taken care of for a few days, and made wills in favour of their employer, who had the land free from all restriction when the patients died. That had occurred in New South Wales.

Mr. DONALDSON: It was the first attempt that was ever tried.

The PREMIER said they were only prevented by shame from doing it the second time. There was, however, a provision in another part of the Bill which would have the effect of preventing such frauds as that occurring, because he thought public opinion in a district would make itself felt, and the board would refuse to confirm an application for a lease of that sort. The board certainly would do so if they found out the fraud. A few cases of that sort might occur until they were found out. This was the least important of all the restriction clauses contained in the Bill, and if a majority of the Committee wished to omit it from the Bill, he thought that more should be said on the subject. It was a matter for discussion, and if the opinion of the Committee was that the 57th clause should be omitted—he could not speak more positively at the present moment—an amendment would have to be made in the 56th clause to provide for the case of a lessee's insolvency.

Mr. MOREHEAD said the hon. the Premier stated that he wanted a little more discussion on the subject. He thought the hon. gentleman was wrong in his marginal note, as "Provision should be made for erysipelas patients," according to the hon. gentleman's own showing, would have been better than the marginal note as it stood. He was astonished to hear the Premier say what he had stated just now, because the Minister for Lands had told them just before that the clause was the keystone of the Bill. That hon. gentleman said that if they took that restriction away they might just as well remove all the other provisions dealing with the holding of land. The Minister

for Lands said that was a part of his scheme. That was practically what the Minister for Lands told them—that it was an important clause. He (Mr. Morehead) quite agreed with everything that had fallen from the hon. member for Warrego; and the reply that hon. gentleman got from the Minister for Lands was that it was a very important clause—that the 57th clause was really joined in the wonderful backbone of the Bill. It had got a backbone, though he (Mr. Morehead) fancied that a good many of its joints had been taken out. But the Premier stood up and said he considered it was the weakest clause in the Bill, and thought the matter had been fairly met in another clause, and if it was the opinion of the majority of the Committee he would withdraw it. Of course, if it was the opinion of the majority it would necessitate its withdrawal, so it was surplusage for the Premier to state that was the course he would adopt if the majority voted against him—unless he intended to introduce some new mode of parliamentary government. If the hon. gentleman wanted any more remarks on the subject, any further conversation or discussion, they were quite willing to offer them. He was sure the majority would strike that wretched erysipelas clause out of the Bill. If the Premier was content with that expression of opinion on the clause he thought they might get on to business. The Government were always obstructive.

Mr. ALAND said he did not think the remarks of the Premier in reference to the erysipelas patients in New South Wales had anything to do with the question before the Committee; because under the Bill all that was chiefly to be got were leasehold estates. He was of opinion that a person should be allowed to hold under will that which had been left to him. It might be a matter of sentiment, which the Minister for Lands did not think much of; but after all there was a good deal of sentiment, and the world was ruled very largely by sentiment.

Mr. MOREHEAD: And freehold.

Mr. ALAND: And freehold. He thought there was something in the sentiment. If a man died and left property to his son, that son should be allowed to hold or to use that property in the manner in which his father intended him to do. He did think he ought to be allowed to leave his property as he liked, and that anyone receiving property in that way should hold it as they liked.

Mr. MIDGLEY said that if the hon. the Premier was satisfied with the expression of opinion that had been given he would not say a word on the clause.

Mr. MOREHEAD: He wants more talking.

Mr. MIDGLEY: If it is more talking that is wanted, I can talk for a long time.

Mr. MOREHEAD: He wants someone to find a reason for it.

Mr. MIDGLEY said he thought his first impression of the clause was a correct one. He wrote then on the margin that it was "an abominable clause." On reflection, and after due consideration, he thought that the conclusion to which he had come was a just one. It seemed almost like beating the air to talk, if the clause was already dead. At all events, he could not see where the justice of the thing would come in in that matter at all. Most men in the prime of life were thinking, in many instances, as much about their children as they were about themselves, and the property that had been saved and got together by perhaps the thrift of father and son or father and family, to be slaughtered in the way contemplated here, because they happened to be holding more than one farm, he thought was a thing to be avoided. However, he had no heart to talk on the subject, because he thought the clause was as good as dead.

On the motion of the PREMIER, the clause was amended by inserting after the words "lessee of any such farm or farms as" the words, "the trustee of the estate of a previous lessee under the laws relating to the administration of the estates of insolvent persons or as the."

The PREMIER said that the opinion of the Committee was evidently against the 57th clause, and it was not very important. He proposed, therefore, to omit from the end of the 56th clause the words "unless he is also the beneficial owner of the holding," which formed part of the same scheme as the 57th clause.

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

Clause 57—"Provision when one person becomes holder of more than maximum area by operation of law"—put and negatived.

On clause 58, as follows:—

"If at any time during the term of a lease it is proved to the satisfaction of the commissioner that the lessee is holding the farm in violation of any of the provisions of this Act, the Governor in Council, on the recommendation of the board, may declare the lease absolutely forfeited and vacated, and thereupon the land comprised therein shall revert to Her Majesty."

The HON. B. B. MORETON said he presumed the investigation of a case under that clause would take place in open court. There was no special provision for it.

On the motion of the PREMIER, the words "in open court" were inserted after the word "commissioner."

Clause, as amended, put and passed.

The MINISTER FOR LANDS moved the following new clause to follow clause 58:—

Proof that the stock of any person other than the lessee are ordinarily depastured on a holding under this part of this Act shall be *prima facie* evidence that the lessee is a trustee of the holding for the owner of such stock.

He need hardly point out that the clause would be an additional security against evasions of the law. It would prevent dummying under cover of agistment.

Mr. MOREHEAD asked whether the hon. gentleman said the clause was intended to prevent lessees taking stock on agistment? He was astonished that there was no provision in the Bill compelling the lessees of grazing farms to stock them; but he did not see why, after being compelled to go to the expense of fencing, a lessee should be debarred from depasturing stock on his land—he did not see why that should be taken as *primâ facie* evidence that he was trustee of the land for some other person. The clause was utterly unworkable, and equally absurd. Perhaps the Minister for Lands would give some other reason, if he had any, why the clause should pass.

The PREMIER said it would be admitted that, if land were taken up by a dummy, the use to which it would be put would be to graze his employer's stock; and when they found that being done, in nine cases out of ten it would be done in pursuance of a scheme of dummying. The onus of proving his innocence should rest with the selector; if it was an honest transaction, he would be able to prove it without the slightest difficulty; if he could not he should be held to be merely a dummy. The clause would have a great effect in preventing dummying.

The HON. SIR T. McILWRAITH said he was very much astonished when he saw the clause; and he was satisfied that it was the clause of a lawyer, and not of the squatter who had the credit of framing the Bill. Hon. gentlemen opposite

did not seem to consider the changes in the colony that would result from the operation of the Bill. One had been pointed out repeatedly — that the occupation of the small graziers would be changed for want of capital, owing to the fact that they would not be able to give sufficient security to enable them to stock their runs or mortgage; and that consequently a large portion of their business would be agistment. The Government professed to have studied the best means of providing for a large class of small holders who would take up the business of the squatters who preceded them—to grow and fatten stock. But they ought to have gone by the experience of other countries, of which America afforded the best example. The farmers of Illinois did not fatten their own stock for market, but the stock of men who bought it for the purpose of getting it fattened. The farmer had not to obtain capital before he could utilise his land; he simply fattened stock belonging to other people. The stock was weighed in and weighed out; there was a fair division of labour; and it was wonderfully profitable. That system enabled a farmer to work his farm with the smallest amount of capital, and to utilise every blade of grass; and it was a system which should be acclimatised in Queensland if the Bill was to be a success. Instead of that, however, the very fact that a lessee had stock belonging to anybody else on his land was to be taken as *primâ facie* evidence that the land was dummied. Why should a man be liable to be hauled up to prove that he had a title to the stock on his land? Why should he not be allowed to earn his livelihood in an honest way, without being called in question under the operation of the Bill? The fact of the matter was that the Government looked upon it from only one point of view. They saw a grievance from which a great deal of harm had resulted; and they jumped at a remedy which would perpetrate greater evils than those which existed before. They wished to prevent dummying, but they went the wrong way about it; and the opinion of the colony would be against men being oppressed by being pulled up wrongfully. It was against English law to suppose a man guilty until he proved his innocence; but if a man took store cattle for agistment, or any other purpose, he would be assumed to have violated the laws of his country if the clause became law. Instead of preventing dummying, it would become an instrument of evil and oppression. Surely the board would have other means of judging whether a man was actually working his lease legitimately or in contravention of the provisions of the Bill, without such a clause as that before the Committee—a clause which struck at what might become one of the best industries of the colony. The clause struck at the root of the whole thing. The only chance of profitable business was by other people finding the stock and the settler finding the grazing. If the new system was to work well at all that was a profitable business that would be sure to come about. But the Government did not see it. They only saw the possibility of the neighbouring squatter dummying the land. The clause was wholly objectionable, and would defeat its own object.

The PREMIER said that last week hon. members on the other side were telling the Committee that the system of grazing farms would be the most magnificent system of encouraging dummying that was ever invented; and now they said, "Leave all that on one side; do not trouble yourself about it."

The HON. SIR T. MCILWRAITH: Did I say anything of that kind? Do not misrepresent me.

The PREMIER said that, if the experience of the past taught anything with respect to dummying, it was that they must put the onus on the accused dummier of clearing himself if they wanted to convict him. He had seen a good deal of it, and perhaps knew as much about the difficulties in the way as anybody in the colony. There was one very celebrated case in which many thousands of acres were taken up under circumstances of which a good deal was known. When the person concerned was accused of having acquired those lands wrongfully, and proceedings were taken against him, what was his defence? His defence was, "I decline to answer any question put to me, because it might expose me to the forfeiture of my land." It was practically impossible to prove anything. The questions asked were, who paid the rent on those selections? Who occupied them? Under what circumstances were they taken up? But the accused person declined to answer, on the ground just given; and that was held by the Supreme Court to be a complete answer. It was quite impossible to prove dummying except in very flagrant cases. There was nothing whatever in the clause to prevent honest agistment; a man carrying on that business would have agreements that would bear the light of day, and would have no objection to produce them to the commissioner when asked. If a man was carrying on an honest business he would be able to give a sufficient explanation, and no trouble would ensue. It was not likely the clause would often be put in operation, for the chances were that it would prevent the evil against which it was directed. The speculation would be seen to be so dangerous and unprofitable that it would probably not often be resorted to.

The HON. SIR T. MCILWRAITH said the Premier charged the Opposition with being at one time anxious with regard to the facilities which the Bill gave to dummying, and at another time deprecating any obstruction whatever to dummying. That was not the case. What they did deprecate was the Government bringing in a clause with the ostensible object of preventing dummying, but which would create greater evils than those it was intended to prevent. The present clause would not prevent dummying. There might be great difficulties in the way of convicting men charged with dummying; but was it right to put a man into the dock and say, "We shall assume that you are guilty unless you can prove yourself innocent"? Cases might happen where an innocent man so accused might have considerable difficulty in proving his innocence. But was such a system right; was it in accordance with English law? In ordinary criminal cases, even where guilt might fairly be presupposed, such an abominable system was never introduced, and yet society got on perfectly well without it. It must be a very weak case that required bolstering up by arguments of the sort used by the Premier. Under the clause as proposed, a man would be liable to be called up whenever the commissioner or any other authority chose, and asked to vindicate his right to his lease, because he had not his own stock on the land. Whether the stock belonged to the neighbouring squatter, or any other person, would not matter. The commissioner would assume that they were not the man's own, and the man would have to prove that they were, or that he had a sufficient reason for having them on his land. The Minister for Lands said that the clause would be a perfect security against dummying, but he failed to see where the security was, and he held that it was no security at all. But his principal objection to it was that it was not proper to assume that a man was guilty until he could prove his innocence.

The PREMIER said the principle was by no means a new one in their laws; it appeared in

the Insolvency Act, the Customs Act, and others. In cases where fraud could be easily perpetrated it was a well-known principle of their law—as common as any other—that a person guilty of an ambiguous action should have the onus thrown on him of proving his innocence; and it was a very sound principle too.

Mr. NORTON said that when the Bill was first brought forward one of the strongest reasons given in its favour was that it would prevent dummying, and would give no occasion for all the false swearing in which men wishing to take up land under the existing system were accustomed to indulge. So much was that urged that the hon. member for Balonne described it as a Bill which made dummying open to the tenderest consciences, by doing away with false swearing. But what would be the effect of a clause like the one now under discussion? A man who took up land for dummying would not be very particular about a little false swearing; and the very thing the Bill was to do away with would be encouraged. Such being the case, what would be the condition of the honest selector who took up land? If he had a few thousand acres of his own he would make arrangements with someone to put cattle on the land until they were fat; but how was he to prove that he had made that arrangement? Would the evidence of the man to whom the stock belonged be taken? If it was taken it would be said it was worthless, as the other man was only his dummy; and how was the unfortunate man to prove that the stock was on his land on agistment? The clause would have the very opposite effect to what was intended. When he proposed the other night that selectors of grazing farms should be allowed to put up their fencing in a certain number of years, in order that they might not exhaust all their capital in fencing before they commenced to stock, the Government opposed the amendment from the very first, and insisted that the selector must first of all fence in his area, then that he must supply permanent water, not only for ordinary seasons, but for all seasons; so that he must actually expend a considerable sum of money before he could be in a position to put stock on to his run at all. Under such conditions the chances were that a great number of men who would become selectors under the Bill would be absolutely prevented from doing so unless they could take stock on agistment until they had earned sufficient money to buy stock of their own to put upon the land. Those men would be interfered with by the clause when they were acting fairly enough; and he could mention other cases of a somewhat similar kind. He knew a case where the owner of a large freehold arranged to take a certain number of bullocks, belonging to a squatter, to fatten, the condition being that the whole might run for two years, but that the owner might from time to time remove such as got fat, which of course it was to his interest to do. Under the clause, the fact of the cattle being on the land would be taken as *primâ facie* evidence that they did not belong to the man to whom they did belong, and the trouble to prove that they did belong to him would be much greater than would appear at first sight, because the evidence of the owner of the cattle would not be considered as worth taking. He (Mr. Norton) had proposed a similar arrangement himself. He had some country that he wanted to relieve of a quantity of stock in a dry season, and he proposed to a gentleman who had some spare country to take his stock on agistment and fatten them up. The arrangement was not carried out, but, at any rate, the offer was made, the terms proposed being, that for the first year he was to pay so much, and for the second year so much in addition for all that remained. Under the clause it would be held that he was the owner of the country for which he was paying agistment; and he did not think it was fair that the owner of the land should be called upon to prove that stock taken on agistment did not belong to him. He considered the clause a very unwise one, and was sure it would not prevent dummying, because, as he said before, those men who were determined to dummy would do so in spite of all the evidence brought against them, or the oaths they were called upon to take.

The MINISTER FOR LANDS said that if dummying was going to take place in spite of every precaution it was most necessary that every possible precaution should be applied to prevent it. In regard to the case of men who might wish to take stock on agistment, he did not see that any great difficulty or grievance would arise. They did not desire men to take up land that they could only use by getting the stock of other people to run upon it. If they found that they could not use their land except in that way, they had better borrow the money and buy cattle to fatten up. They had not the same condition of things here that they had in America, where stock, as a rule, were fattened in the cornfields, and not upon the ordinary grasses of the country. It would take a long time before they arrived at that state of things in this colony. If a man had a good grazing farm he would have ample security to go to a money-lender and borrow money to buy store stock to fatten off his holding. To make provision to enable him to take up land merely to fatten up the stock of other people was utterly foreign to the intention of the Bill. The intention was that selectors should take up sufficient land for themselves—for their own stock—and if they took up more land than they could reasonably occupy in that way, they were doing what was not desirable in the interests of the country. He believed that the clause would present very great difficulties in the way of men being made use of by pastoral lessees to take up land on their leaseholds and run stock upon it—nominally as their own, but in reality as trustees or agents for the pastoral lessee. He believed it would prevent the serious misuse of land in that way, and for that reason it was a very desirable provision to maintain, even if it were made more stringent than it was.

Mr. BLACK said that it did not appear to strike the hon. gentleman that it would be quite as much open to suspicion for a selector to borrow money from a pastoral lessee, as to borrow stock from him. The idea of the hon. gentleman would not hold water at all. It did not follow that the holder of a block of land need go to the pastoral lessee for stock; the pastoral lessee might lend him money to buy stock, and take security over his holding. The way in which the Minister for Lands put the matter would not prevent the evasion of the clause. One thing which struck him as pervading the whole of the Bill was, that there were so many vexatious restrictions imposed upon *bonâ fide* settlers, that in reality the land would be retained in the hands of the squatters. He did not see why a grazing lessee, having expended all his capital, very likely in complying with the fencing condition, should not have a right to get his cattle or other stock from the squatter without being open to the suspicion of acting as a dummy for that squatter. The hon. gentleman had really such a horror of dummiers and dummying that he was actually spoiling the Bill. He had an absurd horror of it; and it was, in fact, more imaginary than real. During the course of the evening the hon. gentleman said there was no reason why people should not have different grazing areas in different parts

of the colony, and that what they wanted to see was a system of separate establishments. But as long as there were separate establishments, and separate lands to stock, what did it matter to whom that stock belonged? The very object of the Bill, according to the hon. gentleman, was to secure settlement, and that would be defeated by the vexatious restrictions imposed. He was perfectly satisfied that the clause would not prevent dummying—that if any person was anxious to secure land by improper means, it would not in any way prevent him from doing so.

Mr. MOREHEAD said the Minister for Lands had expressed, upon more than one occasion, his utter disbelief in the efficacy of any oath or declaration, and that opinion seemed to be shared by the majority of the Committee. Suppose, for the sake of argument, that the selectors were men who took up land, as suggested by the jaundiced eye of the Minister for Lands; did the hon. gentleman think that men who would make a false declaration in order to obtain land would shrink from making a false declaration in order to retain it? If a man were of the bad character that the hon. Minister for Lands assumed most men to be, would not he swear at once that they were his sheep? With regard to what had fallen from the Minister for Lands, he had again told them that the Bill was to be a Bill for capitalists, and that they did not want men who had not much money. The hon. gentleman on a previous occasion stated that he did not object in any way to stock being taken on agistment; and now he got up and said he would have no stock on agistment; unless the selector would put his own stock upon the land he had no right there unless he was a capitalist. If he wanted money he could borrow it from the capitalist whom the hon. gentleman had such a decided objection to a short time ago. The hon. member for Port Curtis had mentioned one case where a great deal of money had been made by the legitimate taking up of a grazing area of, say, 20,000 acres. He would state another case that had been common in years gone past and had made competencies for many men, and that was the case of men who took sheep on terms, even from the owner of an adjoining station; they, especially, co-operating and participating in the benefits that accrued to both. The Minister for Lands knew as well as anybody, and so did the Minister for Works, what he meant. If the clause were passed in its present shape it would prevent that going on altogether.

The PREMIER: No.

Mr. MOREHEAD said the stock would not become the property of the owner of the 20,000-acre farm until at the end of a period of years, when there would be an adjustment of accounts. He would put it to the hon. gentleman whether he was not right. He maintained that if they could by any means do a favour to those small graziers they should do so. The intention of the Bill was said to be to settle people upon the land; and now the Premier and the Minister for Lands said that those men were to be hedged around with such restrictions as were pointed out by the hon. members for Port Curtis and Mackay, that they would be in the hands of the squatters for many years to come. There could be no clause more skilfully devised to throw land into the hands of the squatter. Possibly he might know something more about squatting than the hon. member; but he maintained that if the clause were passed it would not have the effect that the hon. gentleman supposed, but exactly the opposite. It would not prevent the man who wished to acquire grazing areas from using improper means; but it would prevent the man of small means from working in an honest manner—it would deter him from taking up land which he would otherwise take up and develop.

Mr. PALMER said it had only been within the last half-hour that he had seen the clause, and he was very much surprised when he did see it. He was still more surprised to hear the Premier say that he relied upon it as one of the main points of the Bill to prevent dummying, especially when he knew that a great many selectors had thriven by the very means that the clause seemed to be intended to prevent. They had thriven honestly by fattening stock belonging to other people.

The PREMIER: There is nothing on earth to prevent that.

Mr. PALMER said the Premier had stated that the agreements would show if there had been any collusion between the pastoral tenant and the selector. He (Mr. Palmer) maintained that if anyone was capable of dummying or free-selecting contrary to the Bill he would also be capable of falsifying agreements, so that they would show nothing whatever. The Premier had also told them that he did not rely upon any declarations whatever, and seemed to have one standing suspicion that a whole class of people in Queensland had nothing else to do than to dodge land laws and evade the provisions of the Acts. The whole speech of the hon. member was a funeral note—a dirge—to the effect that people had nothing more to do than falsify agreements and try to dodge the State land laws. There was nothing more common amongst selectors than to buy store cattle at all ages and fatten and sell them. They were continually changing their stock. Throwing the burden of proof of depasturing stock, as the Bill proposed, would be one of the greatest difficulties that the selector would have to contend with.

Mr. JORDAN said he thought the funeral note had come from the other side. They had had it rung in their ears for days and weeks that there would be ample means for dummying under the Bill. He did not quite like the new clause, and thought it a pity that they should have to prohibit any legitimate business, whether the selectors took sheep on terms or cattle on agistment. At the same time he thought the Premier had shown them that any person taking cattle on agistment would have an agreement to show the *bona fides* of the arrangement. He supposed that would be sufficient; but there was always the necessity for some such clause as the present if they were to retain the mortgaging clauses, and there seemed to be a necessity for that, so that persons might raise money after they had done all their fencing, in order to carry on business. The mortgaging clauses would open the door to wholesale dummying, and they would need some such safeguard as was proposed in the clause before them. Gentlemen who had given up any portions of their runs might allow all their servants to take up those selections in 20,000-acre blocks, and supply them with money, and give them cattle on agistment, and go in for wholesale dummying. The clause was a necessity so long as the mortgaging clauses were retained.

Mr. NORTON said he did not think the hon. member could be guilty of such simplicity as he had shown just now. Did the hon. member believe that the mere fact of an agreement existing between the occupier of the land and the man by whom it was actually taken up would be sufficient to prove that there was no dummying? In the case of a man who got his servant to act as a dummy and take up land, and who occupied it with his stock, was it not a very easy thing for them to draw up an agreement which would not be binding upon them,

but which would deceive the officers of the Crown? Were those agreements to be taken as evidence? If they were, they would not be worth the paper they were written on. They found, under the present law, that men would dummy land, although they were required to make declarations which had been proved over and over again to be absolutely untrue; and were men who did that going to stick at a paltry matter of an agreement between the dummier and themselves? The mere fact of their being required to draw up an agreement would not stop dummying, and he wondered that an hon. member having the common sense of the hon. member for South Brisbane could not see that at once. The agreement would be simply useless; and how were they to make a distinction between the agreement of a man who honestly took up his land, and the bogus agreement, which the dishonest man made with his dummier?

Mr. BLACK said it would be a great pity if the clause were allowed to pass. It seemed that any protest from the Opposition side of the Committee in connection with the Bill was perfectly useless. All the Government had to do evidently was to sit still. There were at present eleven members on the Government side of the Committee—but what was the result? They rang a bell and about twenty more came trooping in to give a solid vote with the Government, without really knowing what they were voting for, or understanding the clause for which they voted. All the Opposition could do was to enter their protest, and hope that it would have the effect of showing to another Chamber the absurdity of such a clause as that which they were now asked to pass. He hoped the Government were satisfied with the credit they were getting through the country for the way they carried their measures by the aid of the subservient majority behind them.

The PREMIER: How sad!

Question—That the new clause, as read, stand part of the Bill—put; and the Committee divided:—

AYES, 26.

Messrs. Rutledge, Dutton, Griffith, Dickson, Sheridan, Buckland, Higson, Smyth, Brookes, Bailey, Donaldson, Macfarlane, White, Foxton, Salkeld, Foote, Jordan, Miles, Aland, Midgley, J. Campbell, Stevens, Annear, Isambert, T. Campbell, and Groom.

NOES, 11.

Sir T. McIlwraith, Messrs. Norton, Morehead, Chubb, Black, Lalor, Moreton, Jessop, Lissner, Palmer, and Ferguson.

Question resolved in the affirmative.

On clause 59, as follows:—

"If the lease of any farm is determined by forfeiture or otherwise, the land comprised therein may be proclaimed open to selection by the first applicant for the remainder of the term of the lease on the same terms as those then applicable thereto, or may be proclaimed open for selection or occupation in any manner in which Crown lands in the district may be selected or occupied:

"But the former lessee shall not, in case the lease was determined by forfeiture, be competent to select the land or any part thereof, or to become the lessee thereof or of any part thereof by assignment, for a period of five years from the time of forfeiture."

The MINISTER FOR LANDS said he would move an addition to the clause to make it agree with an amendment in a previous part of the Bill with respect to compensation for improvements. The addition was as followed:—

If the land is applied for and selected for the remainder of the term, the new lessee shall pay to the former lessee compensation for any improvements upon the land. The amount of such compensation shall be determined by the board after hearing both parties, and shall be recoverable by action in any court of competent jurisdiction.

If the land is otherwise dealt with, then any amount which is afterwards received by the Crown in respect of any such improvement shall be paid over to the former lessee.

Mr. NORTON said he would point out that that clause might act very harshly in some cases. They knew that cases must occur in which a selection would be forfeited through no fault of the selector, and was he then to be debarred from taking up the land for five years? According to the 2nd paragraph of the clause as it stood, the land must be taken up by someone else. It was rather hard, after a selector had struggled to get a living from his selection, and was compelled, through no fault of his own, to forfeit his lease, that he should be debarred from leasing it again for a period of five years. He did not see what was the object of that 2nd paragraph.

The MINISTER FOR LANDS said cases might occasionally occur in which forfeiture would arise from misfortune; but the object of the clause was to prevent persons from forfeiting their selections with the view of avoiding the payment of the rent.

Mr. NORTON said he could understand why a man should be dispossessed of his lease who intentionally forfeited it for the purpose of evading the payment of his rent: but, in such a case, the man had still to be paid for his improvements.

Mr. MOREHEAD said he did not see why a former lessee should not go in and take up land which he had forfeited, if the rent were reduced. If a selector forfeited his lease because the rental was excessive, and the rent was then reduced and the land proclaimed open to selection, he ought not to be debarred from taking it up. He assumed that the rental was excessive in the first instance, and that it was so would be proved by the fact that nobody took up the land, and that the rent was reduced. He repeated that he failed to see why a man who found that he could make a living at the reduced rental should not have an opportunity of selecting the land, even although he had previously forfeited his lease. He ought to have the same right in that respect as anybody else. He had not wronged the State or done anything unjust, and ought not to be debarred from being placed on the same level as other persons. The clause was monstrously unjust.

The PREMIER said if the land was forfeited through fraud on the part of the lessee, it was very desirable that the forfeiture should be understood to be a real forfeiture, and that a man should not be allowed to play fast and loose. Under the Act of 1869 leases had been forfeited by pastoral tenants with the view of securing their runs at a lower rental at auction. The present clause would discourage any such procedure. Suppose a man had three or four farms, and he paid rent on two of them, but did not pay anything for the other two; when the latter were forfeited he could, if there were no such provision as was contained in the clause under discussion, take them up again, and by acting in that way save the rent which he ought to pay to the State in the meantime.

The HON. SIR T. McILWRAITH said the selector had to pay his rent nine months in advance, and as soon as the rent became due, if it was not paid, the lease could be forfeited, and the land thrown open to selection again. The Premier must see that the same result would follow, whether the forfeiture had arisen from misfortune, or from the fault of the selector himself. He (Sir T. McIlwraith) did not see why the selector should be debarred from taking up the land again, or why he should not have another chance. He knew very well that it was a usual

thing with the Crown tenant in the past to give up his lease where the rent was too high in order to obtain his run on more favourable terms. But in the case of a selector it was a different matter altogether, as he obtained his land by selection, not at auction. It seemed to him that a great wrong would be inflicted in many cases if the provisions of that forfeiting clause were insisted upon.

Mr. PALMER said the selector would not forfeit unless under some adverse circumstances—circumstances under which he would not be able to hold his land. The improvements would cost time and money, and he was not likely to throw them up if he could possibly carry on. Suppose, for instance, a case in which a man might have taken up the maximum area, and he was compelled through adverse circumstances to throw it up, why not allow him to throw up a-half or one-third of his holding?

The PREMIER: So he can. He can subdivide.

Mr. PALMER said forfeitures under the Act of 1869 were not at all analogous to the forfeitures that would take place under the Bill. The leases thrown up under the Act of 1869 might not have had any improvements on them. He had himself frequently thrown up his lease, and sometimes at great cost to himself, for it was not always possible to buy in again at the original price. The clause was one of those very severe clauses which carried with it undue penalties for what, perhaps, a person could not prevent.

Mr. MIDGLEY said he thought the clause was a very important one; a very good one; and, in fact, an indispensable one. There were already too many opportunities under the Bill for taking up land and making absolutely no improvements, and it was necessary to provide some safeguard. The last paragraph of the clause was the best part of it. If the selection was forfeited after all the days of grace and opportunities for keeping it, and the selector was compensated for his improvements, then the matter ought to drop. The clause as it stood would commend itself to those who wanted to see any possible abuse, which might creep in, checked.

Mr. MOREHEAD said he would ask the hon. gentleman to read the 36th clause, and see the difference that existed between what was to be done to the fifteen-year tenant and those who held under the thirty-year tenancy. There was no barring there. The lessee might come in again after he had forfeited, and he did not see why the former lessee should not be allowed to come in in every case. His money was as good as that of anyone else; and if he was not able to pay the higher rent, and the lower rent was agreed to by the Government, then he should have the advantage of it. At all events, if he could not pay the higher rent he should be allowed to come in on equal terms with everybody else.

Mr. BLACK said he quite endorsed what the hon. member for Balonne said on the subject. The Premier had stated that the clause was intended to provide against fraud, while the Minister for Lands said it was to be a safeguard to the Government in the event of a man forfeiting his land and not paying his rent. Those were two very opposite reasons for the clause. If it was to protect the Government against fraud then it was quite right, but if it was to protect the Government against loss of rent, that could always be made a charge on the old lessee. If a person forfeited his selection through non-payment of rent, and wished to take it up again, the Government could protect themselves by deducting the amount of rent in arrear from the value of the improvements.

Mr. PALMER suggested that the term for which a man should be debarred after forfeiture from taking up land should be reduced from five to three years.

Mr. MOREHEAD said that was a matter of principle and not of degree. The man who forfeited should be put on an equal footing with everyone else, or the clause should stand just as it was. He hoped the hon. member for Fassifern would see that after all it was only proposed to put the former lessee on the same footing as any other person. If the Government, by their action in reducing the rent, proved that the former lessee was right in forfeiting on account of the high rent, the lessee should have the right of competing for the land again, and should not be made to suffer because his judgment had been proved to be right.

Mr. SALKELD said one of the objects to be attained by inserting the barring clause was that the selector should be prevented from taking up a selection and not putting any improvements upon it; or holding it for five years, then throwing it up, and taking it up again, and so on. The clause was not at all analogous to clause 36, which was not compulsory.

Mr. MIDGLEY said the 36th clause, which had been passed, was a faulty and weak one, and it would be a pity to make the 59th clause weak because they had allowed a bad clause to pass. A pastoral tenant might take up pastoral land for a term of years, and in order to depreciate the value of it might throw it up, and being the nearest to it, and the best able to continue holding it, he was not debarred from taking up the same property again. It would be a great mistake to make the 59th clause in any way like the 36th.

Mr. JORDAN said he agreed with the hon. member for Balonne that it was a question of principle, and not merely of degree; but he thought if the clause were omitted there would be great encouragement to persons to forfeit their runs and get their rents reduced. The clause was a great safeguard, and it would be a pity to omit it.

Mr. MOREHEAD said he thought it would be a great injustice, that a lessee who might have been forced by a high rent to forfeit his holding should be debarred from competing for the holding when the rent had been reduced; it was proof positive that the lessee was right in thinking the rent was too high. Why should he not be allowed to compete with others? It did not prove in any way that he was a rogue, or that he had attempted to evade any honest responsibility. Because he had abandoned his holding on account of the high rent, why should he be branded as a dishonest man, and debarred from competing for a period of five years? It was casting a slur upon honest men.

Mr. BLACK said that hon. members seemed to forget that the clause applied to agricultural land as well as grazing land, and that it would have an effect for fifty years. That was a generation and a-half. Although the minimum rent was at present 3d. an acre, it was impossible to say what it would be in the course of the next fifty years. He could imagine the possibility of misfortune overtaking a man in thirty years. At that time he might be paying 5s. or 10s. an acre; and it was quite possible that he might be unable, from some calamity, not peculiar to his own district, but affecting the whole colony, to pay his rent. What would be the consequence? It would be absolute forfeiture. Perhaps, thirty years of work would be lost on account of non-payment

of rent. The rent might then be reduced, but the man who had made a home on it for himself and family would actually be debarred—from no fault of his own—from circumstances over which he had no control, from competing for it; he would not be allowed to take advantage of the reduced rent. He (Mr. Black) could see no earthly reason for such extreme hardship. If the Bill was only to be in force for five or ten years he could understand it; but when it was proposed to extend over fifty years, a serious injustice would be done in having such a provision as that.

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

On clause 60, as follows:—

"There shall be kept in the Department of Public Lands a Register of Leases issued under this part of this Act, wherein shall be entered particulars of all leases, mortgages, and underleases, and such other particulars as may be prescribed by the regulations."

The HON. B. B. MORETON said that, having now passed all the clauses relating to the leases of agricultural and grazing farms, he would suggest to the hon. gentleman in charge of the Bill that a form of lease or license should be drawn up and placed as a schedule to the Bill, so that any person wanting to take up land could see at once the form required.

Mr. MOREHEAD said he objected to the clause. He thought they ought to deal with mortgages and leases before they touched the register. The clause ought to come in further on; it was putting the cart before the horse.

The PREMIER: There is no necessity for any heat about it.

Mr. MOREHEAD said he was the best judge of his own temper, so that the hon. gentleman need not trouble himself about that. The clause, he maintained, was out of its place; it should come after many of the succeeding clauses. He objected to go on with such a clause until they knew whether there were to be leases, mortgages, and underleases. That ought to be settled before deciding whether there was any necessity for registering them. He had no doubt that by next day the Premier would get his followers to understand the subject, just as much as they had understood other parts of the Bill.

The HON. SIR T. MCILWRAITH said he thought it was useless to commence a discussion on such a wide subject at that time of night.

The PREMIER said he did not understand the meaning of the last objection made by the hon. member for Balonne, and he did not suppose the hon. gentleman understood it himself. The clause might come in anywhere.

Mr. MOREHEAD: Or nowhere.

The PREMIER: It might come in after the 68th clause, or in Part X., for that matter. It made no difference.

Mr. MOREHEAD: Why did you not put it there?

The PREMIER said it was just as good where it was. It really did not make the least difference, whether it was here or there. It was a clause that might be put anywhere. It was not desirable to discuss the question more that evening, and if it were to be discussed on that clause they might as well adjourn. He did not propose to go on with the mortgage clauses that night.

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

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