Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

TUESDAY, 4 NOVEMBER 1884

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LEGISLATIVE ASSEMBLY.

Tuesday, 4 *November*, 1884.

Questions.—Motion for Adjournment.—Formal Motion —Jury Bill—third reading.—Brands Act of 1872 Amendment Bill—third reading.—Crown Lands Bill —committee.—Adjournment.

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

QUESTIONS.

Mr. NORTON asked the Minister for Lands—

1. Has the rent of Monduran Run, in the Wide Bay and Burnett Settled District, been paid each year during the currency of the lease, which was bought at auction under the 1876 Act?

2. If not, for which year have the lessees been defaulters, and for what amount?

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

The Monduran Run was purchased at auction under the provisions of the Settled Districts Pastoral Leases Act of 1876, on the 24th September, 1879, when a year's rent was paid to 31st December, 1880. Rent was also paid in September of 1881, 1882, 1883, and 1884; the latter payment being to 31st December, 1884, on which date the lease will terminate.

Mr. NORTON: I would like to ask the Minister for Lands—without notice, if I may—the reason why the lease of the Monduran Run should have been gazetted as forfeited last Saturday week, and the lessees made defaulters to the extent of £210 for arrears of rent?

The MINISTER FOR LANDS said: The mistake arose in this way: The run was purchased in 1879, and the rent for the next year, dating from the 1st January next, was not paid because no demand was made by the Treasury for it. The lessee missed one year and was not called upon to pay until 1883. There was no doubt the rent was due in September, 1880, and none was paid until the next year, 1881; so that there was one year missed. The lessee need not, if he had paid in 1880, have paid in September, 1884, as he had done, which completed his payments up to the end of his lease. He missed one payment between 1879 and 1881—the year 1880, which was not demanded by the Treasury and not paid.

The HON. B. B. MORETON asked the Minister for Works—

In reference to the reply given by the Minister, referring to extension of the Maryborough and Gympie Railway to the Yengarie Sugar Refinery and to Messrs. Wilson, Hart, and Company's Sawmill, and extension of the Bundaberg Railway to the Mount Perry Smelting Works—have the conditions named been complied with?

The MINISTER FOR WORKS (Hon. W. Miles) replied—

All conditions have been complied with, except the conveyances of land for Cran and Company's Branch, which are not yet completed.

Mr. BLACK asked the Minister for Works—

Where the Government have bought land, from whom, and price paid, for court-house, Mackay?

The MINISTER FOR WORKS replied—

The Government have been for some time negotiating for the purchase of a piece of land adjoining the present court-house at Mackay, which is the only suitable and available site for the erection of a new court-house. £800 was offered some months since for the land, but refused. After further negotiations that sum has recently been accepted. The contract for purchase is made with Mr. Michael Ready.

MOTION FOR ADJOURNMENT.

Mr. ARCHER: Mr. Speaker,—Before I sit down I shall put myself in order by moving the usual motion. Some time ago, on the 24th July, I had occasion to ask the Premier a question. My attention had then been drawn to the fact that the Government had intended to make use of the frontage below Parliament House for a certain purpose. It was even reported that it was intended to lease it for wharves, and I therefore put a question on the notice-paper, to which I received an answer from the Premier. That answer finished in this way:—

"But if they (the Government) resolved to lease any of the land referred to (of which they had no present intention) sufficient notice will be given to afford this House an opportunity of expressing an opinion on the subject."

I am credibly informed that although there is no leasing, so far as I know, the Government are going to use that land for Government purposes; and although, therefore, the answer of the Premier will not be broken by so doing, yet I think the spirit of the answer will be broken. The hon. gentleman promised that before any of those lands were leased he would consult this House, and allow this House to express an opinion upon it. The Government, I am informed, being in want of a shed for the purpose of sheltering the torpedo-boat which has lately arrived here, are now proposing to use the frontage to Parliament House for that purpose. This, I believe, is just the thin end of the wedge. If we begin using that water frontage extending from the street along here for such a purpose as is now proposed, it will be the first step to taking up all the frontage, which, I believe, ought to be kept specially for the benefit of the people of Brisbane. I am not a resident of Brisbane, and therefore have no special interest in the matter; in fact, I live in Brisbane as little as I can. I prefer my own home infinitely, as when there I can have free air and free exercise. I do not like town very much, so that I am not speaking in my own interests in this matter, but in the interests of the people of Brisbane. Not only that, but I believe that this House should be consulted before any of the land that is included between this and Government House Domain down to the river is used in any way. I believe there is already a plan prepared, and I have heard it said that it will be laid on the table of the House before this session closes, for the extension of these buildings. I understand that the present Refreshment Rooms are to be taken down, and that other arrangements are to be made with respect to them and to the Library. I have not seen the plans, and am now speaking under correction if I make any mistake. This building will, I understand, if these plans are fully carried out, be extended far beyond its present position; and I do not see why, in our case, as well as in the case of the Houses of Parliament in England, where they have a river frontage, that frontage should not be devoted to the use of the House. That is to say, that down to the river we ought to have an unbroken right of approach, and it ought to be steadily kept in view that nothing should come between the building ultimately to be erected here and the river frontage. That is my own opinion, and I am speaking for the sake of those who will follow me, as it can have very little effect upon me. I think the Premier, having given us his promise, should have observed it in the spirit as well as in the fact, and have consulted this House before he used the land for any public purpose. I am perfectly satisfied in my own mind that allowing that frontage to be used for public purposes will gradually lead to a further extension of it, and will deprive the citizens of Brisbane of what I should look upon, if I was one of them, as one of the most precious things in the city—a free space where the people could come and take recreation. I may perhaps have something to say after the Premier has spoken on the matter, and I will not detain the House any longer now. I move the adjournment of the House, in the hope that the Premier will assure us that none of the space left will be used for any such purpose as I have heard this is to be made use of. I beg to move the adjournment of the House.

The PREMIER (Hon. S. W. Griffith) said: Mr. Speaker,—On the 26th July, the hon. gentleman, as he has said, asked me whether it was the intention of the Government to lease any of the water frontage extending from Alice street round the Government House Domain and the Botanic Gardens. I answered that it was not the intention of the Government to lease any of that land, nor is it. I also added that if the Government intended to do anything of the sort this House should have ample notice of their intention. It is not the intention of the Government to do anything of the kind, but I do not see that the answer given in any way precludes the Government from making use for public purposes of the little strip of water frontage between this House and the river. This piece of land is perfectly useless to the citizens of Brisbane for recreation purposes, and is entirely shut out from the public by these buildings. The whole width of the land between here and the river is entirely occupied by buildings, and I suppose the hon. gentleman does not suggest that all those buildings should be pulled down in order that hon. members might have a clear and uninterrupted view of the river. Where else are the Refreshment Rooms, the residence of the Clerk of the Assembly, and the stables, to be put? It is very undesirable, in my opinion, to allow it to pass out of the hands of the Government, but I do not see any reason why a small strip of water frontage which is at present perfectly useless should not be utilised for public purposes. It happens that at the present time we have just received a torpedo-boat from England——

Mr. ARCHER: What is the cost of it?

The PREMIER: Between £3,000 and £4,000. It is necessary for its preservation that it should be kept on a slip out of the water, and it is therefore absolutely necessary, unless it is to become perfectly useless in a very short time, that a slip and shed should be constructed for the

purpose of housing it. The Government have looked round, and they can find no site under their control in Brisbane—that is, anything like so suitable for this purpose, as this piece of land, which at present is utilised for no purpose whatever, except that there is a tank upon it for storing spare telegraph cables. It can do no possible harm to the people of Brisbane or to the river frontage, and it can do no possible injury to the members of this House or anybody else, that I can see, if this strip of land is utilised in the way proposed. It seems to me the most natural thing in the world that the Government, having in their possession a strip of water frontage suitable from its position for this purpose, for which they must have land, and of no benefit to the public—that they should put that land to that purpose. Surely the hon. gentleman does not suggest that we should buy a water frontage, at an expense of £10,000 or £12,000, to build a shed for a torpedo-boat costing between £3,000 and £4,000. That would be absurd. The site recently acquired at Kangaroo Point is not suitable for the purpose on account of its formation. This piece of land decided upon, nobody can look at except from a boat on the river; and it is intended to utilise thirty feet of the bank—perhaps not so much. Those are the intentions of the Government with respect to that, and unless they are to incur very large and entirely unnecessary expense, that piece of land, thirty feet in length, will be put to that use.

The HON. SIR T. MCILWRAITH said: Mr. Speaker,—It is not because this land cannot, as the Premier says, be seen from the land on this side that it is to be utilised, but it is because we have seen the torpedo-boat for the last fortnight or three weeks lying in a disgraceful state near the Port Office, that the Government desire to do something at last. A more disgraceful sight I have not seen in my life—a boat that cost between £3,000 and £4,000 left lying for weeks in a disgraceful state in the mud. Why, it has been the talk of the town. The Government want to find some sort of place to put the boat in at last. I think my colleague, Mr. Archer, was quite justified in calling the attention of the House to this matter, and I am glad to hear the assurance of the Premier, that it is not in contemplation by the Government to make any permanent reserve of the river frontage round the Gardens for the use of the Port Office. I do not believe in inserting the thin end of the wedge in this way. There is far too little free space for the town as it is, and it would be a great deal better for the town if there were more. I have nothing to say as to whether this is the proper site or not—that is a matter for the department to decide—but I cannot see any connection between its position now and where it is most likely to be used. There are any number of sites down the river more in contiguity to the place where it will most likely be used, and where it could be better taken care of; and where I think provision should have been made for the housing of it before it arrived.

Mr. BEATTIE said: Mr. Speaker,—I have no serious objection myself to the torpedo-boat being placed on this narrow strip of land, but I am certainly much obliged to the hon. member for Blackall for getting a promise out of the Premier, and I am very glad to hear the Premier say that it is not the intention of the Government to interfere with any of the land from Alice street round to Edward street. I think it would be a great loss to the city of Brisbane if such a proposition were made or entertained for one moment. We have few enough breathing-places in the city without taking away any that already exist. With reference to the torpedo-boat, she is a very nice-looking little thing, but I am afraid she will be rather an expensive ornament. I fancy it will cost a large sum of money to make the slip and shed proposed, and I should like the Premier to give us some information as to the amount. I believe the boat only weighs ten tons, and it appears to me that it is scarcely necessary to erect a slip and shed for a vessel of that weight.

The COLONIAL TREASURER (Hon. J. R. Dickson) said: Mr. Speaker,—In answer to what has been stated by the hon. member for Mulgrave, I may say that, immediately on the arrival of the British-India steamer which brought the torpedo-boat, instructions were given to the Port Office Department to take care of the boat. She was moored at the Port Office, but that was found an exceedingly inconvenient place, inasmuch as barges and other vessels berthing alongside the wharf there would be likely to come into contact with her, and possibly do her some damage. It was therefore necessary that some safer place should be found, so as to avoid the liability to injury; and this was done with all possible expedition. I think the place selected is a very suitable one for the purpose. I should not like it to go forth to the public that the vessel was left in the neglected condition implied by the remarks of the hon. member for Mulgrave. It is quite possible she may have been lying in the mud at low water, as he said; but I did not see her in that position, and I believe every care was taken of the boat by the Portmaster. The Premier has said that it is not the intention of the Government to cut up the Garden frontages for the purpose of leasing them for wharves, and that is quite correct. I must, however, say that individually I do not share the sentimental feelings expressed by hon. gentlemen who hold that those water frontages should not be applied to commercial purposes. I hope the time will come when wharves will surround the Gardens, and our commercial interests be greatly extended. A stone wall could be built at a suitable distance from the water to protect the Gardens from the encroachment of the wharves and keep the Gardens retired. Such wharves would afford a great convenience, which is very much required for the extension of our business; and I hope the time will come—and that it will come speedily, too—when we shall see a line of wharves extending from Petrie's Bight to Victoria Bridge. That is my view of the question, but I cannot say that it is the view of the Government, or that it has ever been considered by the Cabinet up to the present time. But I individually, as a citizen of the colony, express the hope that the time will soon come when the trade of Brisbane will be so great that the whole of that river frontage land will be used for commercial purposes; and that, I think, can be done without detracting in any way from the beauty or seclusion of the Botanic Gardens.

Mr. NORTON said: I am very sorry to hear such views expressed by the Colonial Treasurer. I can only suppose that the object of the hon. gentleman is to drive people out of town, in order to compel them to live on those 16-perch allotments of which he has lately been selling so many in the suburbs. I cannot conceive any other reason for advocating that a reserve like the Gardens should be taken away from the city. What would the people do without that reserve? There must be some place in every town where the people can go out and get some fresh air, without absolutely having to run away from their business. I must say that I was exceedingly sorry to hear such sentiments as we have just listened to expressed by a gentleman

occupying the position of Colonial Treasurer, and I can only tell the hon. gentleman that I would rather see the torpedo-boat blown up and him with it than that the Gardens should be done away with. The objection urged against any portion of that reserve being made use of for commercial purposes correctly represents the general opinion of the people of Brisbane, and those who come into the city sometimes and have to spend a few days here. People who come here from the country, who have not very much to do, are exceedingly glad during the few idle hours they have at their disposal to take refuge in the Gardens from the noise and dust of the city, which they cannot otherwise avoid. I think it would be one of the greatest wrongs that could be perpetrated to interfere with the Gardens in any way, with the view of devoting them to any other purpose than that to which they are now applied.

Mr. ALAND said: I was certainly very much surprised at the Colonial Treasurer speaking of the objection to any portion of the Gardens being taken away for wharfage purposes as a piece of sentiment. I do not believe that there is a greater sentimentalist in the House than the hon. gentleman; yet, because the views which have been expressed on this matter do not coincide with his ideas, he calls them a piece of sentimentalism on the part of hon. members. I consider the city of Brisbane is very poorly off for reserves. If you look at the large cities of the other colonies you will find that they are very much better off in this respect than Brisbane. It would be an act of wickedness—an act of vandalism—if we were to rob the city of any portion of the Gardens for wharfage purposes; and I hope the time will never come when the river frontage there will be taken away from the people of Queensland. I hope, with the Colonial Treasurer, that the time will soon arrive—I believe it is fast arriving—when the wharfage accommodation will have to be greatly increased, but I think that can be done without touching the Gardens.

Mr. FOOTE said: I cannot fall in with the views of the last speaker. I have always held that Government House and the Gardens are located in the wrong place. The very best part of the city for water frontages is taken up by the Botanic Gardens and Government House. And what are the Gardens after all? The whole area is only about fifty-two acres, and that is a very small space for public gardens. A few hundreds of people, or at any rate a few thousands, would fill it, and they would be packed together like a flock of sheep. The proper place to have a garden is farther away from the city or on the other side of the river. The present site might have been suitable in the old days, but it is not suitable for a city with a large population. Government House ought also to have been built in some other place. I certainly coincide with the views expressed by the Colonial Treasurer, and I sincerely hope that we shall soon see the day when the whole of that river frontage from Petrie's Bight to the Bridge will be used for wharves, and that Government House, instead of being cooped up in a corner on the bank of the river, will be placed in a far more eligible, suitable, and airy place. We continue to make railways, and the people need not be confined within the town as they used to be. There are means of getting out into the country; and in fact the greater part of the population, the tradesmen and the merchants, now live outside the town. I have no doubt that, as the country goes ahead and the population increases, that state of affairs will continue, and I am satisfied that if the trade of the city increases it will become a necessity to resume the whole of the river frontage for wharfage purposes. I hope to live to see the time when this will be so.

Mr. NORTON: I hope you will not.

Mr. FRASER: While wishing to retain for the people of Brisbane all the advantages of what are called "lungs," at the same time I sympathise with the views of the Colonial Treasurer.

Mr. NORTON: Another savage!

Mr. FRASER: We live in a time when the exigencies of trade and commerce are inexorable, and everything has to give way to them. I can well conceive a line of wharves extending round that beautiful bend of the river, without in the slightest degree interfering with the reserves or depriving the people of Brisbane of the use of them; and I can well conceive that the existence of wharves in that locality may become a very considerable attraction to the people of Brisbane. Supposing at some future time we find lying within that bend of the river some of those first-class vessels such as the steamers of the Orient line—floating palaces as they are—I venture to say that nothing that could be given to the people of Brisbane would be a source of greater delight. The wharves would then be one of the most attractive spots in the city, and would be a source of infinite amusement to the people. I remember very well in the old country having to wend my way through the back slums and low quarters of Liverpool to get on to some of those magnificent ships belonging to the American and Australian lines, and in doing so I exposed myself and family to the chance of catching some infectious disease. It is quite true, as the member for Port Curtis says, that strangers coming from the country may enjoy a few hours' recreation in our Gardens; but the fact is that the people of Brisbane are so very familiar with their Gardens, that, like everything else, when they have them they do not appreciate them sufficiently. I am sure that if the idea of the hon. the Colonial Treasurer were carried out, both the pleasurable and utilitarian motives could be combined; and I hope to see the time when we shall imperatively require for commercial purposes the whole of the river frontage now occupied by the Gardens. We know it is a primary object in commercial undertakings to concentrate our trade as much as possible, and hence it is important that we should concentrate our shipping as much as possible. As for Government House, there is only one defect, and it is this: It should have been at Ipswich—at least, I gather from the hon. member for Bundanba that that is so; and if he can induce the Government to take Government House up to Ipswich I shall say nothing against it.

Mr. ARCHER said: I have certainly been very much astonished at some things which have fallen from hon. members. There appear to be a few in this House—the Colonial Treasurer, the member for South Brisbane, and the member for Bundanba amongst them—who look upon the possession of wealth as above every other thing in the word. They would sacrifice health, recreation, and everything else to put an extra penny in their pockets. The hon. Colonial Treasurer says he has no sympathy with the sentimental side of the question. Well, I can assure him there is no sentiment in it. It is a matter of absolute necessity that we should retain our recreation grounds. It is a matter of health, and yet the hon. gentleman advocates the cutting-up of this beautiful place. It is the very best place that can be preserved for the recreation of the people of the city, and I look upon those hon. members with feelings of utter

astonishment who advocate the destruction of our beautiful Gardens. I cannot understand them. I cannot sympathise with their vandalism, and they cannot sympathise with my sentiment. But I can assure hon. members I have no feelings of sentiment in this matter. I have simply a wish that this place should be preserved for the people; and I believe that if the representatives of the city of Brisbane announced the fact that they intended to hand that place over to the rapacity of those who think that commerce is everything, they would lose their seats. Brisbane is increasing very rapidly in size and importance, and I hope will continue to increase; and everyone knows that more wharfage accommodation will be required; but I believe that can be obtained without infringing in any way on almost the only place left to the citizens for recreation purposes. There is ample room for wharfage from the municipal wharves at Petrie's Bight right down to opposite Lytton; and while we have all that space, there does not seem to be any necessity or excuse for resuming the water frontage of the public gardens. I believe that if the men who have spoken on this question were in London they would really propose to sell Hyde Park. Our Gardens are of a certain monetary value, but they have nothing like the value of Hyde Park if it was cut up into building sites. I believe that park could be turned into millions and millions of money; but I do not suppose the people of London would allow Hyde Park to be sold for £100,000,000 sterling—and it would fetch that if it were sold. And here are hon. gentlemen, who ought to know better, coolly talking about taking away this beautiful reach of the river, which has been devoted for so long a time to public purposes. It is a question of far greater moment than hon. members appear to think; and I hope the hon. member for Fortitude Valley will see that the citizens take an interest in this matter, and check any sign of such vandalism as the hon. Colonial Treasurer has displayed. With regard to the original question, I utterly disagree with the action taken by the Government in bringing the torpedo-boat round to this reach of the river. I believe that that ground ought not to have been used without consulting the House. I believe it is part of the reserve for the Parliamentary Buildings, and that this House ought to have some control over it. I think, therefore, the Government ought not to have done anything in this matter without consulting the House. Had they done so, I should have opposed most strongly the erection of this boat-shed. The Government have at Kangaroo Point a very large property. The Premier says that it is unfit for the purpose required, but I do not think it is. Or they might have gone to Lytton, where the forts are; or they might have obtained plenty of sites along the river which would have been equally suitable, and would not have in any way interfered with what I look upon as one of those things that we ought to hand down to those who come after us. These are really not sentimental views at all. They are views which I hold, because I believe there are plenty of sites for wharves up and down the river bank; and there is deep water too. I know that if the Premier liked to part with his river frontage it would be worth thousands of pounds for wharves; and there are other sites equally as good. Why, therefore, it should be thought necessary, in order to provide for this little boat, to interfere with what I look upon as the one spot in Queensland which strangers most admire, I cannot possibly see. However, I suppose the strong majority of the Government will agree with the views of the Colonial Treasurer in this as in other matters. I have done my duty in calling attention to the matter. If the people of Brisbane are so callous to their interests as to consent to such a great loss to the city, and to the country by-and-by, I can do nothing by what I say except to try and rouse them to stand up for their rights. I have expressed my opinions, but I have not the slightest hope that the Government will take heed of them; it is quite hopeless to expect them to do that. At the same time I feel strongly that if they liked to use their wits they could find sites that would not at all interfere with the reserve; and I am glad that the Premier has repeated his promise that nothing will be done to take it away. I beg to withdraw the motion.

Motion, by leave, withdrawn.

FORMAL MOTION.

The following motion was agreed to:—

By Mr. NORTON—

That there be laid on the table of the House a list of all railway contracts entered into by the Government since the 1st of January, 1876, specifying the amount of each contract, the total amount paid on the completion of each contract, and the conditions and specifications under which each contract was let, with the names of the contractors and also the date on which each contract was let, and the day on which the line was opened.

JURY BILL—THIRD READING.

On motion of the ATTORNEY-GENERAL (Hon. A. Rutledge), this Bill was read a third time, passed, and ordered to be transmitted to the Legislative Council by message in the usual form.

BRANDS ACT OF 1872 AMENDMENT BILL—THIRD READING.

On the motion of the HON. B. B. MORETON, this Bill was read a third time, passed, and ordered to be transmitted to the Legislative Council by message in the usual form.

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 clause 91—"Power to reserve lands for public purposes"—

Mr. PALMER said he saw that the clause gave power to reserve land for almost any conceivable purpose, with the exception of one which he thought the Minister for Lands failed to recognise with the importance which he thought such an object ought to bear in the interests of the colony—he referred to forest reserves; reserves for the conservation of timber. There was no doubt that Queensland could grow, within herself, sufficient timber for all her wants if there was not so much waste, and if the growth was regulated as well. At present the railways as they proceeded out to the western part of the colony were not opening up fresh timber supplies, but were actually going out to almost treeless plains, and were consuming the timber that was growing now on the coast lands. A large amount of it might be seen on any railway line, for the supply of railways further out. He had seen on the Central Railway, for miles beyond Westwood, piles of sleepers for the extension of lines hundreds of miles further on. He believed the same remark applied to each line. The example given by the mother-colony might well be followed here. There the Forest Branch Department had been taken from the Mines Office and transferred to the Minister for Lands' Office. Its revenue, he thought, for the year 1882 was £13,000, and in 1883 it amounted to £16,685. The expenditure came to about £15,000; but that sum was incurred, to a large extent, by the inspectors who had to inspect the ring-

barking. He saw that a new clause referring to ringbarking had been placed in the hands of hon. members. Those inspectors of forest reserves had also to inspect the country for which applications to ringbark were sent in. He believed it had been the opinion of many scientific men who had studied the question, that ringbarking the whole country through, and denuding the country of its forests, was a system that did not conduce to either the healthiness of the country or its prosperity. It had been called in question in every country—the clearing of their native forests without, at the same time, making any provision for growing others in their place. In America its importance was looked upon with such interest by the Government that a gratuity of 160 acres of land was given to any one who cultivated 10 acres of trees for ten years, or eight years; to say nothing about the commercial aspect of the question, which, he thought, anyone would acknowledge was one of great importance, and one which should be taken in hand at once by the Department of Lands or by the Government. Each year saw the source of supply diminished, and hon. members would remember that they had a petition presented to the House not long ago, from Maryborough, requesting that a duty might be placed on the importation of timber, thereby increasing the cost of dwellings to every working man in the country. If that consumption and waste went on year after year, of course it could only tend to make the supply scarcer and dearer; but to say nothing of the commercial aspect of the question, the conservation of forests had been looked upon as conducive to health—the specific temperature of trees being so low as to regulate the extremes of heat and cold. He knew very well that on the treeless plains of the interior they had both the intense cold and the intense heat, showing the truth of that scientific principle. He did not know what were the views of the hon. Minister for Lands on the question, but it was one to which the hon. gentleman might very well give his attention. The first timber reserves in New South Wales were made in 1871, to preserve some magnificent forests of hardwood on the Clarence, and some red-gum forests on the Murray; and since then reserves had been proclaimed from time to time, till in 1883 there were 666 reserves, embracing an area of 5,000,000 acres. They were in charge of a department with a staff of sixty officers, whose salaries amounted to £8,000 a year, and travelling expenses to £6,000. In 1882-3 they dealt with 530 applications for ringbarking, and gave permission in 342 cases, having respect to 4,000 square miles. He saw that Baron Mueller recommended local boards for forest culture, and he thought it would be well to bring local knowledge and interest to bear so as to prevent the needless waste which went on when there were no regulations. He commended the question to the Minister for Lands, and he hoped the hon. gentleman would take that interest in it which the importance of the subject deserved.

The MINISTER FOR LANDS said that reservations for timber purposes had always been made under a clause somewhat similar to the one in the present Bill, so that the Government would have power to make all necessary timber reserves throughout the colony. With regard to ringbarking, if the hon. member had read the clause dealing with that subject he would see that the commissioner had to inspect and determine whether the timber was of a kind which should be ringbarked for improving grazing or agricultural selections. The commissioner, assisted by the ranger, would, he thought, be quite competent to settle questions of that kind. Of course it was necessary to exercise some care that valuable timber was not destroyed; and that was intended to be done by the clause proposed. He thought that all the difficulties raised by the hon. member had been fairly provided for.

Mr. PALMER said he did not think the hon. gentleman had grasped the matter in the right way. A great deal of country that was not suitable for grazing purposes was admirably adapted for growing timber. Many of the barren ridges about the Burnett and Wide Bay districts grew beautiful ironbark—the straightest he had ever seen; and it was characteristic of a good deal of country, which was considered very poor for grazing purposes, that it would grow excellent timber. He thought if such country were reserved, and the timber sold, the returns would pay all the expenses.

The MINISTER FOR LANDS said that what the hon. member proposed was an elaborate system of forest conservancy or cultivation. That was a matter which should be dealt with separately, and not as part of the Land Bill. If it were necessary or desirable—and he had not the slightest doubt that it was—to cultivate timber, it would have to be taken in hand in an altogether separate measure. Some steps had already been taken in that direction, but they were merely experimental efforts so far; still they showed, at all events, that something of the sort could be done. He did not think, however, that it was desirable to deal with it in the present Bill.

Mr. PALMER said he did not wish to take up any more time on the subject, if the hon. gentleman was not sufficiently interested in it. He would just refer him to the Land Act of New South Wales, where it was not thought of so little importance. Part VI. provided solely and wholly for the conservation of forests—"State forests — timber reserves — licenses—permits." The first clause of the part read as follows:—

"It shall be lawful for the Governor by notification in the *Gazette* to proclaim any areas of Crown lands therein described to be State forests, and in like manner to reserve from sale any such areas as timber reserves for the purpose, in each case, of preserving, under regulations in that behalf to be made by the Governor, the growth and succession of timber trees, and of preventing as far as practicable the destruction and exhaustion of such State forests."

There the whole question seemed to be brought under the supervision of officers who had made it remunerative to the State, besides a means of providing for the future enormous requirements of railway extension. The fresh sleepers required every year to supply the place of those which decayed, to say nothing of extensions, amounted to 40,000 or 50,000.

Mr. NORTON said he was inclined to think, with the Minister for Lands, that the question of forest conservancy was not one to be discussed in connection with the present measure. He doubted, moreover, whether the clause gave special power to reserve land for forest purposes, though no doubt there was a general power.

The PREMIER said that a great many State forests had been proclaimed under a similar clause which had been in force for a number of years. However, there could be no objection to make it more specific. He would propose to insert after the words "required for" the words "State forests or for."

Amendment agreed to.

The HON. B. B. MORETON said he thought the clause should provide for camping and watering reserves.

The PREMIER said it might be as well to insert the words. He moved that the words "or for camping places for travelling stock" be inserted after the word "works" in the 28th line.

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

Clauses 92 and 93 passed as printed.

On clause 94, as follows:—

"The Governor in Council may grant licenses to mine for coal on temporary or permanent reserves on such terms as to securing the surface, license fees, royalties, or otherwise, as he shall see fit."

Mr. PALMER said the subject of royalties on coal was likely to be a very large one in Queensland before long. When the Land Bill was under discussion in another colony, the question was referred to by Mr. James Fletcher, an experienced mining engineer, who said:—

"There is one clause in the Bill of which I approve. This is the one which provides for a royalty on coal, and the reservation to the Crown of all minerals. I am confident that in a few years more the revenue from the coal lands of the colony will be quite as great as that which the Minister for Lands expects to get from the pastoral leases. I think we shall be acting wisely if we pass this provision."

The clauses to which he referred were the 7th and the 95th of the New South Wales Land Bill, which provided that all royalties should be collected by the Crown. According to the article from which he (Mr. Palmer) had quoted, the royalties collected about Newcastle amounted to 1s. per ton. It went on to say:—

"At Lake Macquarie, about twelve miles from Newcastle by the line of railway in course of construction, more than one agreement for lease is in existence, by which 1s. per ton royalty is to be paid on the coal raised. In fact, 1s. per ton is now the minimum price asked for coal under lands situate a considerable distance from port. According to a prospectus of the North Illawarra Coal-mining Company, Limited, there are three of these properties, covering respectively 1,500 acres, 900 acres, and 1,000 acres—together, 3,400 acres held by the company—subject to a royalty of nearly 1s. per ton, with the right of renewal for a similar period at 3d. per ton additional. And be it known that those properties are situate from 37 to 40 miles from Port Jackson by the Illawarra line of railway."

The Bill introduced by Sir John Robertson in 1861 contained a clause imposing a certain royalty on minerals; and had that clause been carried, the amount realised—even with a 5 per cent. royalty—would have reached £160,163 per annum. Last year the value of the total yield of minerals in that colony was £3,203,000. It had always been said that if the Government wanted more revenue they should go to the pastoral tenants, who used the grass of the colony without giving a sufficient *quid pro quo* for it; but there was a certain point beyond which even the pastoral tenant would be no longer squeezable, and he would recommend that when the Treasurer had done squeezing the squatter he should turn his attention in another direction, and squeeze something out of the mineral wealth of the colony. The land possessed a twofold value—the value on the surface, which the pastoral tenant was quite willing to pay for; and the value beneath the surface, in the shape of coal and other minerals, which might pay a greater percentage to the State. He wanted to know whether it was the intention of the Minister for Lands to impose a royalty on coal. Queensland was not as yet, perhaps, a large coal-producing country, but the time was coming when she would rival New South Wales or any of the other colonies in the production, not only of coal but of other minerals as well.

The MINISTER FOR LANDS replied that power was given to the Government in the clause to impose a royalty on coal found on Crown land.

The HON. SIR T. MCILWRAITH: No; it is not.

The MINISTER FOR LANDS said the power reserved to the Governor in Council covered it; and if it was at any time considered judicious to exact a royalty it could be done.

Clause put and passed.

Clause 95—"Commons may be resumed"—passed as printed.

On clause 96, as follows:—

"The Governor in Council may make regulations for the management of any existing common and for giving effect to commonage rights, subject, however, to the following conditions:—

That commonage rights shall appertain solely to residents in the township or district for which the common was proclaimed;

That the depasturing of sheep and entire male animals exceeding six months old, except under special conditions, shall be prohibited;

That payment be made for the depasturing of cattle at a rate not less than two shillings per head per annum, and that in no case shall any one person be allowed to run more than twenty head on the same common.

"But nothing herein contained shall prevent *bona fide* travellers from depasturing their bullocks, horses, or other stock on any common. Provided that no person travelling with the stock shall be deemed a *bona fide* traveller who shall not proceed four miles in one direction during every twenty-four hours, unless delayed by floods."

The HON. B. B. MORETON suggested that the distance to be travelled should be six miles instead of four miles, so as to make the provision in that respect similar to the one already passed with regard to travelling stock.

The PREMIER said he would accept the suggestion, and move, as an amendment, that all the words after the word "traveller" be omitted, with the view of inserting the following words—"unless such stock are driven towards their destination at least six miles within every period of twenty-four hours, unless prevented by rain or floods."

The HON. SIR T. MCILWRAITH asked if there was any particular reason for the difference in the rate of mileage between the two clauses relating to travelling stock—why "six miles" was inserted in clause 31, and "four miles" in the clause now before the Committee?

The MINISTER FOR LANDS replied that clause 96, in its present form, was a copy of the corresponding clause in the existing Act. There were few commons more than four miles through, and probably that was the reason why that number of miles was fixed upon.

The HON. SIR T. MCILWRAITH said that what he wanted to know was whether there was any particular reason for "six miles" being inserted in one clause and "four miles" in the other?

The PREMIER said that, as his hon. colleague had pointed out, the present clause was a transcript of the clause in the Act of 1876, which in its turn was taken from the Act of 1868. It was an inadvertence that the two clauses, as printed, did not run together.

Mr. ARCHER said he was glad that so much was being copied from the Act of 1868.

Mr. PALMER suggested that, after the word "proclaimed" in the 1st subsection, the words "and that they shall be under the control of the divisional boards of the district," should be added. A provision of that kind would ensure that the reserves would be put to a proper use.

The MINISTER FOR LANDS said the next clause empowered the Governor in Council to place commons under the control of municipal councils; and he thought that provision might be extended to divisional boards.

Question—That the words proposed to be omitted stand part of the question—put and negatived.

Mr. NORTON said he did not know whether the clause applied to goats; but he did not see why people in small townships should not be allowed to keep goats, and have some place for them to run. He would also point out that

although there was a price fixed for depasturing cattle—2s. per head—there was none fixed for depasturing sheep.

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

Mr. SCOTT asked if the concluding portion of the clause would apply to carriers, or to men travelling with two or three led or pack horses. As the clause stood, with the amendment, those persons would be compelled to move on six miles a day, and he thought that was not intended.

The PREMIER said there were some commons in the colony, but very few; and it would be observed that there was no provision in the Bill for making new ones. It was considered that the system of reserves was much better; and the clause was only intended to deal with existing commons as long as they continued in existence. The depasturing of sheep was prohibited except under special conditions, but there was nothing to prevent a *bonâ fide* traveller from turning his horses or bullocks on to a common. If he was not a resident in the district he must show that he was a *bonâ fide* traveller, that was, travelling with stock in the ordinary sense of the term. They would not call a man with a bullock-team "travelling with stock"—they would call him "a carrier."

Mr. SCOTT said it was invariably in the neighbourhood of small townships that people with a few horses or a bullock-team wished to remain for more than one day, and not out in the bush. As the clause read it would force those people to move on, and he did not think that was intended.

The HON. B. B. MORETON asked if the system of commons was to be done away with by the Bill, and whether no more would be created?

The PREMIER: Not by that name. They will be called camping reserves.

The HON. B. B. MORETON said he did not think camping reserves would meet the case of small townships in the interior.

The MINISTER FOR LANDS said he supposed what the hon. gentleman meant was that the inhabitants of small towns throughout the colony should be provided with commons, or a place where they could keep stock; but it was not the intention of the Bill to provide runs for people living in townships who desired to become stockowners. If they wished to become stockowners it was their duty to take up land for that purpose. They were not entitled to have portions of country given to them where they could depasture stock free. As the hon. the Premier had pointed out, the clause only dealt with commons at present in existence.

Mr. NORTON said he quite agreed with the Minister for Lands that it was not desirable that people living in towns should be provided with runs if they wanted to become stockowners; but he did not see why a man should not be allowed to keep a cow or a couple of cows running about a common belonging to a township. No doubt commons had been abused, but that was because they had not been properly regulated; and he thought that if they were to be abolished it would be a serious objection to that portion of the Bill. He did not see what objection there was to commons, provided they were not too large.

The MINISTER FOR LANDS said, perhaps the hon. gentleman would say what size, in his opinion, the commons ought to be? It would depend upon the population. For instance, what extent of common would the city of Brisbane require to allow each resident to keep a cow or two? If what the hon. gentleman referred to was the supply of milk, he could say that, as a rule, in large towns milk was supplied by men who took up land and became dairy farmers; and he did not think that the country should be called upon to proclaim commons to enable other people to compete with those men who had taken up and paid for their land. If people lived in town they should pay for their milk, and not ask the country to establish commons to supply them with that commodity free of expense.

Mr. NORTON said the hon. gentleman's remarks might apply very well to the metropolis; but there were many towns in the colony where people did not always buy their milk. It was only in the large towns that they could do so, and he could say that a great many dairymen supplied very bad milk indeed. They added a very great deal of water, and sometimes pipe-clay; and he did not see why persons living in country townships should not be allowed to keep a cow or two. He knew some country towns where the milk supplied was simply abominable.

Mr. BEATTIE said he was of opinion that cows were becoming a great nuisance, particularly in the large towns of the colony, because from his experience he found that, whenever an individual kept a garden, it was just for the convenience of his neighbours' cows to feed in. There was no doubt a cow would very soon find a way to open a gate. He was sure that if it were possible to have a commonage for all the cows about the city of Brisbane it would be one of the greatest blessings about. If anyone would walk round the suburbs and see the animals that gave milk to the inhabitants of Brisbane, he was perfectly satisfied that he would pity the people of Brisbane who had to drink the milk, because he (Mr. Beattie) was certain that it was most unhealthy, and one of the sources of the great amount of sickness that had been disseminated around the suburbs of Brisbane. It was all very well to talk about commonages, but anyone who wanted to set up a dairy farm ought to go outside the town. He objected to people keeping a cow if their neighbours had to keep gardens to feed it. He saw that every day—and they had complaints from people of the same thing both in the city and in the suburbs—that they had to keep gardens to feed other people's cows.

The HON. B. B. MORETON said he thought the case brought forward by the hon. member who had just sat down was altogether different from that brought forward by the hon. member for Port Curtis. In small towns in the interior, where they were not able to grow much corn for feed, there was no means of getting feed unless there was a common alongside the town. He knew many cases where the system had been abused, and the commonage was much larger than it should have been. Commonages were well enough in the interior, where much ill-feeling might otherwise be engendered between the pastoral tenants who surrounded those towns, and the townspeople whose animals might be impounded. It was a perfect necessity for the small townships in the colony to have a commonage alongside or around them.

Mr. NORTON said it was evident from the speech of the hon. member for Fortitude Valley that he kept a garden, and his neighbour kept a cow. He could assure him that there was not very much sentiment about his contention. He could tell the hon. member of a case which came before him some time ago. A lady went to a town with her family where she had been residing before, and wanted to make an arrangement with a man to supply her with milk. The man offered to do it at 4d. per quart; but she said she wanted the best milk she could get. He replied that if she wanted the very best milk she could

get it at 6d. per quart, and then it would be over half water. The ordinary milk would be 4d. The hon. member would quite understand that there was not a great deal of sentiment about that.

Mr. FOOTE said he did not quite see the matter in the light in which the hon. member for Burnett did. All the commonages he had seen had never been worth anything. They were right enough to turn out a horse or a cow to rest upon; but they were generally so crowded that a blade of grass was never seen upon them, and they were, therefore, of no use whatever for the purposes of grazing. Sometimes it happened that there was a good waterhole there, and, so far as that waterhole was concerned, it was some use to the inhabitants; but, in regard to the matter of feed, it could be of no use whatever, and he was sure that the milking cattle kept upon a commonage, or depending upon a commonage for their feed, at some seasons must be very poor indeed. The hon. member for Port Curtis talked about water in milk. There was no necessity to put water into the milk, as if they got any at all it would not be much better than water. He looked upon those commonages simply as a nuisance to the State. The stock were driven to them in the morning, and returned to town, as the hon. member for Fortitude Valley said, through the streets and into the gardens; they soon became very knowing and knew where to find feed; they could open a gate, many of them, and open a door. He had known them to get into a store occasionally, in hard times, and he had no doubt other hon. members had too. He was glad to hear that the Government did not intend to proclaim any further commonages, and that the provision simply referred to those already in existence.

Question put and passed.

On clause 97—"Commons may be placed under municipal councils"—

Mr. PALMER said he had understood the hon. Minister for Lands to say that he would make an amendment in the clause to the effect that the commons might be placed under the control of divisional boards. Those camping reserves were previously called commons, and he had no doubt they would be very useful for travelling stock staying near a town, and they would be rendered very much more useful if they were placed in the hands of divisional boards.

The PREMIER said the hon. member would see that the clause only dealt with commons already proclaimed for the use of the inhabitants of municipalities. No commonage had been proclaimed for the use of the inhabitants of a division.

The ATTORNEY-GENERAL (Hon. A. Rutledge) said that clause 56 of the Divisional Boards Act provided that—

"The board may, and if required to do so by the Governor in Council, shall take the sole charge and management of any botanic garden, park or commonage, and may vote moneys in aid thereof from the divisional fund."

So that all that was required was to proclaim the common under the control of the board.

Question put and passed.

On clause 98, as follows:—

"The whole or any part of any holding under this Act may be resumed from lease by the Governor in Council on the recommendation of the board, subject to the following provisions, that is to say:—

1. A notice signed by the Minister must be published in the *Gazette*, and served on the lessee either personally or by post letter addressed to him at the holding, six months at least before the resumption takes effect;
2. The resumption must, except in the case of the resumption of land for a public road, be made to take effect at the expiration of some year of the tenancy;
3. The lessee may, at any time within three months after service of notice of resumption of part of a holding, serve on the Minister a notice in writing to the effect that he accepts the same as a notice of resumption of the entire holding, to take effect at the expiration of the then current year of tenancy; and the notice of resumption shall have effect accordingly;
4. Upon resumption of the whole or part of a holding the lessee shall be entitled to compensation for the loss thereof, the amount of which shall be determined by the board."

The HON. SIR T. McILWRAITH said that was one of the most important clauses in the Bill, and he thought the Ministry might reconsider the decision that they had come to in refusing to have an appeal from the board to some higher authority. That clause provided for events happening in which a lease was taken away from a lessee. Under circumstances of that kind they would expect at least that the lessee would have some right of appeal to a higher court than the board provided if the compensation awarded by the board was not, in his opinion, sufficient. Of course, hon. members understood that the clause applied to all leases held under the Bill. When the Government for some reason or other determined to break the lease, the whole power was left with the board to determine what amount of compensation should be granted. He knew it had been determined already that there should be no appeal from a decision of the board except that provided for in clauses 19 and 20. In the present case he thought there should be an appeal to arbitration, because the Government, in taking back a lease, took back probably the work of a man for fifty years. They might take back the whole of his labour for forty-nine years by breaking a lease, or a man might labour for five-and-twenty years and then have his lease broken. There was an additional reason why there should be an appeal in that case. People might be satisfied to give the board the power of determining the amount of compensation in ordinary cases, such as the valuing of the amount of compensation to be paid for improvements. They might expect ordinary officers to act with the usual honesty and integrity of the officers in the Government service in such cases. But here a question of policy might be involved. It was quite possible that a time might come within the next five-and-twenty years when it might be the policy of the Government to determine all those leases, and why should it be left to the board to determine all those leases for the purpose of getting the Government of the day out of some disagreeable consequences of past legislation? He was quite sure that no such power was granted to any two men by any previous colonial legislation, as was proposed to be granted to the two men composing the board under the Bill. That was the clause in the Bill which would give the board the greatest amount of power. He might point out that the Premier had repeatedly referred to the fact that that clause was based on the same principle and on the same lines as the railway resumption clauses.

The PREMIER: On the same principle; hear, hear!

The HON. SIR T. McILWRAITH said the Premier had referred to that very often. On that principle, supposing they were to give such unlimited powers to any arbitrators appointed by the Government, the public would immediately dissent, on the principle that they could not possibly get two paid arbitrators constantly employed by the Government who would act for

both parties. It was exactly the same case in the clause. The work of a life might be taken; while in the case of ordinary railway arbitrations the matter was probably of small moment. Here they saw the enormity of the principle to which they had committed themselves by giving those vast powers to a board without any appeal to a higher power.

The MINISTER FOR LANDS said there was no doubt that the powers given to the board under the clause were pretty extensive, and men might feel that perhaps it was a power that might imperil the work of a lifetime. So that he did not object to any amendment in the clause providing for an appeal after the board had given their decision, if the lessee was dissatisfied with that decision. Perhaps the present method of ascertaining the value of land in cases of resumption by the Government would be a fairly good one to introduce here—that under the Public Works Land Resumption Act. He had no objection to an appeal being given to a court constituted as that Act provided, in cases where there was an objection to the decision of the board.

The PREMIER said he had prepared an amendment which would give effect to the view suggested by the hon. gentleman opposite, and accepted by his colleague the Minister for Lands. He proposed to add to the provisions of the clause as it stood the following additional subsections:—

If the lessee is dissatisfied with the decision of the board, he may, within one month after such decision has been pronounced, give notice to the Minister that he objects to the decision.

If such notice of objection is given, the compensation shall be determined in the manner prescribed by the Public Works Land Resumption Act of 1878 for determining compensation for lands taken under that Act.

He begged to move that those additional subsections be added to the clause.

Amendment put and passed.

Mr. MIDGLEY said the amendment just agreed to would do away with a good deal that was objectionable, but he thought the 3rd subsection of the clause——

Mr. FOOTE: That is passed.

The CHAIRMAN said he would remind the hon. member that the amendment just passed was subsequent to the 3rd subsection.

Mr. MIDGLEY said he would point out to the Committee that the probabilities were that they would have to come back to the 3rd subsection, as it really took away the power of resuming unless the lessee was a party to the resumption.

Clause, as amended, put and passed.

On clause 99, as follows:—

"The amount of compensation in respect of the whole or part of a holding shall, irrespective of the compensation payable in respect of the improvements thereon (if any), be such sum as would fairly represent the value of the whole, or of the part resumed, to an incoming purchaser of the whole or that part for the remainder of the term of the lease:

"Provided that upon resumption of part of a holding the lessee shall be entitled to compensation for the loss of that part as hereinbefore provided; and shall also be entitled to a proportionate reduction of rent in respect of the portion resumed, and in respect of any depreciation of the value to him of the residue of the holding, caused by the withdrawal of that portion from the holding, or by the use to be made thereof; and the amount of that reduction shall be determined by the board in manner herein provided."

The HON. SIR T. MCILWRAITH said he thought that the principle upon which it was proposed that compensation should be granted was not a sound basis. The same principle was observed in the case of resumption of part of a holding as was followed where a whole run was taken away. He did not object to the compensation to be given to the person whose whole holding was taken away. He assumed that the value, where the whole of a run was concerned, would be the same to the purchaser or incoming tenant as to the outgoing tenant; and he believed that both the board and the arbitrators would agree to that principle. But it was quite different where part of a holding was taken away; in that case the compensation was to be such sum as would fairly represent the value of the part resumed to the incoming purchaser. The outgoing tenant, therefore, would not only not get the full value for that part, but he would also lose the decrease in value of the portion of the run that was left him after the resumption. The same objection would apply to the amendment which it was proposed to make in clause 100 by adding the words, "of the run or holding, or the part thereof resumed, as the case may be." In taking away a whole run it was quite right to compensate the lessee according to the value to the incoming tenant; but it was quite a different matter where part of a run only was resumed. He had no doubt that the Premier would see the point of his argument.

The PREMIER said the hon. gentleman did not express his conclusions very clearly, but he inferred that he meant that the value of the part severed from a holding might be less to a person who took it by itself than to the former holder as part of his holding; that was, that the lessee from whom the part was taken might actually lose more by having it taken from him than the person who bought it would pay for it. Cases of that kind were provided for in the 2nd paragraph of the clause, which stated that—

"Upon resumption of part of a holding the lessee shall be entitled to compensation for the loss of that part as hereinbefore provided; and shall also be entitled to a proportionate reduction of rent in respect of the portion resumed, and in respect of any depreciation of the value to him of the residue of the holding caused by the withdrawal of that portion from the holding, or by the use to be made thereof; and the amount of that reduction shall be determined by the board in manner herein provided."

Therefore, if only part of a run were taken, the lessee would be entitled to additional compensation in the way of a reduction in his rent in respect of any depreciation of the value to him of the residue of the holding. That, he thought, met the objection raised by the hon. gentleman.

Mr. NORTON said there was another matter requiring attention, and that was that the clause seemed to recognise the possibility of a holding, or part of a holding, being taken away from one man and given to another. He did not suppose that was intended to be done; but the clause would bear that construction. It appeared that the amount of compensation in respect to a holding, or part of a holding, was to be the sum that would represent the value to the incoming tenant. He presumed the understanding was that that was a sort of illustration of the way in which the value was to be arrived at. He did not suppose there was any intention to take the whole of the holding from one man and give it to another.

The PREMIER said that was the best definition he had been able to find for saying what was the compensation to be given. The phrase was taken from the Agricultural Holdings Act of 1883, which was passed in England for repealing an earlier Act under which most elaborate provisions were made for assessing compensation. After long experience those elaborate attempts were given up. The 2nd paragraph was also taken from another clause in the same Act. He had consulted the statute

named and various other authorities, and that was the best expression that he could find It was simply a measure of value.

Mr. NORTON: An illustration.

The PREMIER: Yes. The question was, what was a fair price to give a man for what was taken from him? Supposing the owner was selling his property, what would he get for it in the open market? That was the basis of the clause, and that was what it meant in short. It was the fair selling value they wanted to arrive at.

The HON. SIR T. MCILWRAITH said he meant to take objection to clause 100. He had read clause 99 hurriedly, and thought at the time that the same objection applied to it. He saw now that it did not.

Mr. ARCHER said he assumed that the clause did not mean that the whole of a holding would be allowed to go to one man, but that it might be wanted for a great many settlers, and that the compensation would be reckoned according to the value of the improvements to a person taking the whole of the run.

The HON. SIR T. MCILWRAITH said the hon. member for Northern Downs (Mr. Nelson) had just pointed out to him that the reservation made in the clause did not go far enough, because the only compensation it provided for was a reduction of rent. A minimum rent was fixed in clause 53, and he would like to know whether the reduction in rent would be legal, and whether the minimum previously provided could be ignored?

The PREMIER: I do not think there is anything to limit the reduction.

The HON. SIR T. MCILWRAITH: The rent can be fixed lower than the minimum provided in clause 53?

The PREMIER: Yes.

The HON. SIR T. MCILWRAITH said, was it so clear that they could not make it clearer? They should not give a power that could not be exercised. It seemed to be the general opinion that the rent to be obtained from the two classes of tenants would be the minimum rent. Supposing a man paid the minimum rent for his land, and half was resumed, could the rent for the remainder be lower than that provided for in clause 53? He agreed with the Premier that clause 53 provided a minimum. Could that minimum be reduced under the present clause?

The PREMIER: Of course it may.

Mr. NORTON said he thought there was some doubt about that; because the probability was that the members of the board would not be able to take a legal view of the case, and therefore they would decide that the rent could not be reduced beyond a certain point, because that was the minimum fixed.

Clause put and passed.

On clause 100, as follows:—

"Where there is upon a run or holding an improvement, the pastoral tenant or lessee shall be entitled, subject to the provisions of this Act, on the resumption under the provisions of this Act of the part of the run or holding on which the improvements are, or on the determination of the lease otherwise than by forfeiture, to receive, as compensation in respect of the improvement, such sum as would fairly represent the value of the improvement to an incoming tenant or purchaser."

The MINISTER FOR LANDS moved that the following words be added to clause 100—"of the run or holding, on the part thereof resumed, as the case may be."

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

Mr. PALMER said the clause provided for the lessee's title to compensation. He said, in all good faith, that there was a cloudiness about the clause that he could not understand. Perhaps the Minister for Lands would enlighten him, as it seemed to be very ambiguous, and a cloud of political dust had been thrown over the whole clause. The doubtful part of it was that the Governor in Council resumed one half of the run, and the pastoral tenant was entitled to compensation should anyone select a part of the resumed portion; but on the remaining resumed portion he might not choose to take up his grazing right. It might remain for five or six years before anyone dealt with that part of it; and then the improvements would be wasted. In that case what became of the compensation? He would like to ask also a question in reference to the compensation which the incoming tenant would pay. The improvements, although they might have cost the tenant a great sum of money, might consist of a diagonal fence, or something of no use to the incoming tenant. Perhaps the Minister for Lands had an impression how the clause would work, but the members of the Committee had not the same impression. How would the pastoral tenant, in the case he had mentioned, be compensated for the improvements which would lie idle for so many years? He was induced to ask that on account of what the hon. member for Townsville had said the other night in reference to the immense sum of money—£30,000,000 he mentioned—which would have to be paid away in compensation. That statement had gone through the country, though he (Mr. Palmer) did not think the Minister for Lands ever intended anything of the kind. It would be unjust to the country to pay so much money for compensation.

The MINISTER FOR LANDS said he did not see why the hon. gentleman should find so much difficulty in understanding the clause. It meant of course that, when a pastoral tenant was dispossessed of the resumed portion of his run, he would be paid the value of the improvements on it. What difficulty was there in that? The tenant would be paid the value of the improvements; not exactly the value that they would be to him, but the value they would be to the incoming tenant in working the land. In the case of a dam, for instance, which was taken into a moderate-sized selection, the pastoral tenant would be entitled to the value of that dam to the country all adjoining. The words that were to be added to the clause—"of the run or holding, or the part thereof resumed, as the case may be"—would meet both cases of which the hon. member had spoken.

Mr. PALMER said he understood it just as the Minister for Lands put it. But supposing the pastoral tenant did not wish to take up a grazing right, then the Minister for Lands might have charge of a lot of improvements of no use to him, because no selector might turn up for four or five years; the improvements would be idle all that time; the dams would be wasted, and the fences broken down.

The MINISTER FOR LANDS said he was perfectly certain that it would be easy, under such circumstances, to issue yearly licenses by which the improvements would be used. Many of the pastoral tenants would take yearly licenses.

The HON. B. B. MORETON said the present discussion was similar to that which took place a few nights previously. At that time he understood the Premier to say that he would insert the words "from the Crown" after "such sum," to show that the Crown would pay the outgoing tenant for his improvements as soon the land was resumed.

The PREMIER said he did not think at the time that that was seriously asked. There was no doubt what the clause meant; nobody but the Crown would pay.

The HON. SIR T. McILWRAITH said it was quite clear that the pastoral tenants were entitled to receive from the Crown the value of their improvements on the resumption of their holdings.

The PREMIER said the clause could mean nothing else. He did not think it was necessary to insert the words "from the Crown."

Mr. ARCHER said the debate which had previously taken place was as to whether compensation was to be given for improvements, according to their value to the incoming tenant and not to the outgoing tenant, which was quite a different thing. He did not think the amendment that had just been proposed by the Minister for Lands altered the matter much. If the whole of the run or holding were taken up, then, of course, it would be compensation to the outgoing tenant; but if the holding or run were made freehold by the resumption, that would put quite a different face on it.

The HON. SIR T. McILWRAITH said that during the debate on the previous clauses it was stated that the compensation was to be granted on the resumption of the holding by the Crown; but he was pretty well satisfied that the present clause did not provide that, unless there was something before to meet it. The clause as it stood would not lead them to expect that the compensation would be given on the resumption of the lease or run or holding.

The PREMIER: Look at the 103rd clause.

The HON. SIR T. McILWRAITH said he would point out to the Premier that in the amendment that had been proposed it would be better to leave out the last words, "in the part thereof resumed as the case may be." By putting in only the words "of the run or holding," it would mean that the compensation would represent the value of the improvements to any man who took the whole run or holding.

The PREMIER said it raised rather a nice point. Of course the principle of compensation was that they should not take any man's property without paying him for it. If one-third of a run or holding were resumed, and upon that portion there were an improvement: then, as the amendment stood, it would mean that the lessee should receive as compensation what the improvement was worth to an incoming tenant, or purchaser of that third. What he understood the hon. member meant to suggest was that it might be worth more, considered as an improvement upon the whole run, than considered only as an improvement upon the third. As the amendment was worded, the lesser value only would be granted. With respect to leases under the Act, he thought there could be no possible objection to making the concession, but a somewhat different consideration might perhaps arise with respect to a resumption under Part III., where the pastoral tenant himself voluntarily surrendered part of his run. The question was whether the same compensation was to be given in the case of the present pastoral tenant agreeing to surrender part of his run for the purpose of getting a better lease for the remainder. There appeared to him to be a distinction which, he confessed, did not occur to him until it was pointed out by the hon. member. In the case of the voluntary surrender of part of a run, there was no reason why the tenant should get more for improvements than they were worth to the State. He did not suppose that in many cases the difference would be very important, because the runs were so large that an improvement such as a dam or shed would be worth as much to the holder of the resumed part as to the holder of the whole run.

The HON. SIR T. McILWRAITH said he did not understand the distinction between a voluntary resumption and a resumption under the Act. What resumption did the hon. gentleman refer to when he spoke of a voluntary resumption on the part of the tenant? They all came voluntarily under the Act; they had to apply to come under it.

The MINISTER FOR LANDS said that in the case of a resumption the only compensation contemplated by the clause, and the only compensation which he thought could fairly be recognised, was for the value of the improvements taken in connection with the part resumed; not the value they might have had in connection with the whole run as originally held. It would scarcely be fair to the State, or to the incoming tenant, to recognise more than that.

Mr. ARCHER said that the question had already been discussed at an earlier stage of the Bill. The contention that had been raised then was that where very valuable improvements were on the resumed half—such as a woolshed—the lessee should be paid the full value of the improvement. If a man had the misfortune to take up 20,000 acres with a woolshed upon it, the woolshed could not possibly be as valuable to him as to the man who was accustomed to shear 100,000 or 200,000 sheep in it. He understood the Premier to give a distinct promise that when the 100th clause was reached he would rectify it, so that the value of the improvements to the outgoing tenant, and not their value to the incoming tenant, would be the measure of compensation.

The PREMIER: They ought to be the same thing.

Mr. ARCHER said they could not be the same thing in such a case as he had supposed. A woolshed was of greater value to a man who was going to shear 200,000 sheep in it than to one who was only going to shear 4,000 or 5,000. The matter had been previously debated for hours, and he understood the Premier to give a distinct promise that the improvements were to be estimated at their value to the outgoing, and not to the incoming, tenant.

The HON. SIR T. McILWRAITH said the Premier had agreed to the reasons for which he asked the amendment, but drew a distinction he (Sir T. McIlwraith) did not understand between the voluntary surrender of any portion of a run and its being taken away under the Act. He did not understand what the hon. member referred to as the voluntary surrender of a lease.

The PREMIER: Under Part III., where the lessee elects to come under the Act.

The HON. SIR T. McILWRAITH asked what difference there was between those dealt with by Part III. and those from whom the land was taken according to the provisions of the Bill? It had been pointed out that to pay for the improvements, to the value only they would be to the incoming tenant of only a portion of the lease, would not be doing justice to the lessee from whom they were taken, but that value should be given according to the value they would be to a man who took the whole run as it stood. That would be met by the omission he had suggested.

The PREMIER said that on consideration he thought the omission of the words would make the matter clearer, and would not be at variance with the principles enunciated in the Bill. Compensation should be compensation—that was, it should fairly represent the value of the improvements for the purpose for which they would be used if the Bill had not become law. He suggested that the words "of the whole run or holding" should be substituted for those contained in the amendment before the Committee.

Amendment, by leave, withdrawn.

The MINISTER FOR LANDS moved that the words "of the whole run or holding" be added to the clause.

Mr. NELSON said the clause provided for compensation in two cases—when the Crown as landlord resumed the holding or any part thereof, and when the lease was determined otherwise than by forfeiture. He presumed the latter case would mean only by effluxion of time. They knew, from the way the Bill was framed, that a man must go to a certain extent blindfolded into taking up land under the Bill. He only knew that the rent would be so much for the first ten years, at the end of which time the board had power to raise it—they could not lower it, but must raise it 10 per cent.; and they might raise it 50 per cent., or to any extent they chose. Suppose a tenant were dissatisfied. Suppose he said, "I cannot make a living, and rather than pay the rent I will surrender my holding to the landlord"—did the clause provide that in such a case he would be entitled to any compensation for his improvements? Clause 105 made the rent a debt to the Crown; and the Crown being the landlord, he supposed the Crown could either forfeit the run or sue the tenant for the amount of the debt. It could be only reasonable in such a case that the holder should be in a position to say that, rather than pay too high a rent, he would surrender his holding, and take compensation for his improvements. Did the clause provide for that?

The MINISTER FOR LANDS said that clause 60 as amended, in Part IV., provided for cases of that kind. If the holder gave up his lease, and it was re-let to somebody else, compensation had to be paid by the incoming tenant.

Mr. NORTON said that clause scarcely met the point raised by the hon. member for Northern Downs, because the lessee might surrender his lease, and the land might not be taken up for some time; and the improvements during that time might be going to the bad.

The MINISTER FOR LANDS: He must take his chance of that.

Mr. NORTON said that if a lessee were compelled to forfeit his run on account of a high rent he ought to be compensated for his improvements.

The PREMIER said that surely the hon. gentleman could not desire that any tenant should be entitled to surrender his run in order to make the Government pay for improvements—that the lessee should have the power to convert his improvements into cash at any time! That, of course, was an impracticable proposition, yet it was what the hon. member suggested in effect.

The HON. SIR T. MCILWRAITH said the board had unlimited power to raise the rent. The question therefore was—What remedy had the lessee when the rent was fixed too high? None, except surrender. But he must surrender at a disadvantage, because he must leave his improvements behind, unless somebody else took up his holding under clause 60, and gave him the compensation to which he was entitled under that clause. It was not very likely, however, that anyone else would take up land which had been surrendered on account of the rent being too high; if it were taken up at all it would be at a lower rental; so that, though the succeeding tenant would have to pay a certain value to the previous tenant, he would really have the value of the improvements in the reduced rent. The argument on the other side was simply that such cases would not happen because the board would not be oppressive. But the Bill ought to be framed so that the board would not have the power to be oppressive.

The PREMIER said it was quite clear that the proposition made by the hon. gentlemen opposite could not be accepted: they could not give the tenant the option of making the Government pay for improvements by throwing up his run. If they admitted the principle that the board were to be trusted to assess the rents, they must carry out that principle. The suggestion of the hon. member involved the idea that the board ought to fix the rent according to the liking of the tenant, and that suggestion could not be adopted. The tenant must make up his mind whether he would surrender his lease with the improvements, or go on paying the rent. He would have an opportunity of appealing against the rent to the Minister, who could refer the matter back to the board; but having admitted that the rent should be fixed by the board, it must be fixed by the board. The hon. member's proposition was that it should be fixed by the board, subject to the lessee being entitled to refuse the fixing by the board; and if he did not like the rent he was to be able to make the Government pay for all his improvements. That would make the whole scheme unworkable.

Mr. JORDAN said that when the amendment to clause 60 was inserted there was an understanding that it would never do for the Government to be compelled to pay compensation for improvements in case of forfeiture. If such were allowed, there might be a combination among persons in a certain district to get their rents reduced under the threat of throwing up their leases, knowing that the Government would have to pay for the whole of their improvements. That would be a way of coercing the Government to get the rents reduced. The subject was fully discussed at the time when clause 60 was amended.

Mr. NORTON said the difficulty was one which arose out of the Bill itself. It was provided that the board might assess the rent to any extent they liked; therefore a man who took up a selection knew what his rent would be for the first ten years, and he would assume that it would not be raised so very high afterwards. But if the rent were raised very much higher than he anticipated, he might be absolutely obliged to forfeit his selection, and the improvements with it, unless somebody else took up the land at once. It was quite possible that a selector might be subjected to a very great hardship, no remedy for which was provided in the Bill as it stood.

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

On clause 101, as follows:—

"Where after the commencement of this Act a lessee affixes to his holding an engine, machinery, or other fixture for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed in pursuance of some obligation in that behalf, or instead of some fixture belonging to the Crown, then such fixture shall be the property of, and be removable by, the lessee before, or within a reasonable time after, the termination of the tenancy:

"Provided as follows:—

1. Before the removal of any fixture the lessee shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the Crown in respect of the holding:
2. In the removal of any fixture the lessee shall not do any avoidable damage to any building or other part of the holding;
3. Immediately after the removal of any fixture the lessee shall make good all damage occasioned to any building or other part of the holding by the removal;
4. The lessee shall not remove any fixture without giving one month's previous notice to the Minister of his intention to remove it;

5. At any time before the expiration of the notice of removal, the Minister, by notice in writing given by him to the lessee, may elect to purchase any fixture comprised in the notice of removal, and any fixture thus elected to be purchased shall be left by the lessee, and shall become the property of the Crown, who shall pay the lessee compensation therefor."

The HON. SIR T. McILWRAITH said the clause seemed entirely unnecessary. He did not see the wisdom of putting any needless restrictions on a tenant. Forfeiture must have taken place before the clause could be put in operation, and he did not see the use of it. If the clause were omitted, and the tenant were allowed to remove his engines and machinery, the Crown would lose nothing and would have to pay much less compensation.

The PREMIER said the clause was entirely in the interests of the lessee; it only dealt with the fixtures for which the lessee would not otherwise be entitled to compensation. The lessee was entitled to take them away——

The HON. SIR T. McILWRAITH: He has that right already. How is the clause to benefit the lessee?

The PREMIER said that without it the lessee, if he left those fixtures on the land, would not be entitled to any compensation for them. With the clause, the fixtures might, if it were desired by the Minister, become the property of the Crown. Take the case of a windmill—assuming it to be a fixture—it might be desirable that the windmill should remain there; if its being there enhanced the value of the property, the Minister might decide to take the mill and pay for it; it would save the expense of putting up another.

The HON. SIR T. McILWRAITH: Explain how the clause is in favour of the lessee—I cannot see it.

The PREMIER said it benefited the lessee by allowing him compensation for fixtures, which was not otherwise provided for. The clause was not, perhaps, of much importance. It was taken from the Agricultural Holdings Act passed last year by the Imperial Parliament.

The HON. SIR T. McILWRAITH said he did not object to that part of the clause which gave the lessee the right to remove those fixtures on the termination of his tenancy; so far, that was a concession to the lessee. But the other part of it formed a restriction which at present did not exist; for under it the tenant could not remove the fixtures without the leave of the Minister. He failed yet to see how the clause was for the benefit of the tenant.

The PREMIER said the hon. gentleman looked at the question only from the point of view of the large pastoral tenant. In the case of a small selector it would be beneficial. To an individual landlord a provision of that kind would be most beneficial; and why should not the Crown be placed in the same position upon paying the value of the improvements? They could not tell what was likely to happen during the next forty or fifty years; but take the case of a large selection resumed to be subdivided into a number of small agricultural farms, the improvements upon it might be extremely useful for agricultural purposes, and why should not the landlord have the option of paying the full value of those improvements, and putting the land to the best use it was capable of? Was there any reason why that should not be done?

The HON. SIR T. McILWRAITH said the hon. gentleman had run away with the idea that he (Sir T. McIlwraith) was arguing the question from the large leaseholder's point of view, but as a matter of fact he had the small holder in his mind when he first mentioned it, because it applied to them much more than to the others. If the clause simply gave the Government power to step in and say to the tenant, "Leave those improvements, and we will pay you for them; it will be better than removing them," there would be no objection to it; but as it stood it restrained the tenant from removing any fixtures without the leave of the Minister. The tenant should have the right to remove anything he liked during his tenancy. If the object of the clause was that the Government should have the power to intimate to the tenant not to remove fixtures, but to allow them to stand as improvements for which he would be paid, let them say so, and there would be no objection to it.

Mr. BEATTIE thought the hon. gentleman's suggestion ought to be agreed to. The provision referred to was certainly a restriction upon the lessee, because while the lease was in existence the lessee should do as he liked with his own property. Take the case of a selector of 160 acres. Suppose that man had a piece of freehold land contiguous to his leased property and wanted to remove his improvements from his leasehold to his freehold, why should the Government have the right to prevent him from doing so, if they had not to pay for it? If there were no improvements upon the land, of course they would have nothing to pay the outgoing tenant. Certainly the latter portion of the clause was a concession to the lessee, because it gave him permission to remove his improvements at the expiration of the lease; but the other part ought to be struck out.

The PREMIER: What part?

Mr. BEATTIE: The part requiring the leaseholder to get the permission of the Minister for the removal of his improvements. He thought that during the continuance of his lease the leaseholder should have a perfect right to do what he liked with his improvements.

Mr. NORTON said the clause would work very inequitably in many cases. Take the case of a small selector who sunk a well and obtained a windmill to work it. He might find it rather a more expensive luxury than he had expected at first, or that it did not work as well as he had expected; and, being short of funds, he might find it desirable to get rid of it. He could sell it and work the well on the old windlass plan, which would cost very little; but, if the clause passed as it now stood, he would not have power to sell the windmill without getting the authority of the Government. A man of small means could not always tell how things would turn out, and if he found that he had spent more money than he intended, or was short of money at any time, under the clause he would not have the right to sell any part of his improvements to his neighbour without the consent of the Government. That was where the restriction came in upon the rights he now had.

Mr. BLACK said he believed the clause would work very inequitably in the agricultural holdings up north. He took it that the lessee would not be able during the currency of his lease to remove his improvements — he was speaking now more particularly of mills—he would not be able to remove such improvements except with the consent of the Minister. The Bill, when it came into operation, was supposed to be applicable to the next fifty years, and it was quite likely that a case might occur where the land round about a mill would become exhausted, and it might be necessary from various causes that the lessee of a large agricultural holding should remove his mill to another locality; but according to the way the clause was worded he could not do so. Then again, if the lessee was not allowed to remove his

own property at his own option, it would interfere very much with his power of mortgaging. He (Mr. Black) did not think that any mortgagee would advance money on a large mill, worth perhaps £20,000, if he knew that he could not remove the mill without the consent of the Government. He thought the clause would work very inequitably in that way.

The PREMIER said he had pointed out that the clause only applied to such fixtures as engines or machinery, in regard to which the lessee would not be entitled to compensation under the Bill; and it gave the Government the option in such cases of taking the whole of the improvements on the land and paying for them.

The HON. SIR T. MCILWRAITH: There is no objection to the Government having power to do that.

The PREMIER said that was all it did. It was only intended to apply to the termination of the tenancy, and perhaps it would be better to state that in more express terms.

The HON. SIR T. MCILWRAITH: If it applies to that only there is no objection to it. At present it applies during the whole of the tenancy.

The PREMIER said it would be better to limit the clause in the way he had suggested, by making it apply to the termination of the tenancy.

Mr. BEATTIE said he would point out to the Premier that in looking over those subsections he thought it would be advisable to omit Nos. 2, 3, and 4, and simply keep in the 1st and 5th. That would meet all that the argument had tended to make clear. He did not see the object of retaining subsections 2, 3, and 4.

The PREMIER said the best way to meet the matter would be to insert the words "and such fixture is affixed to the holding at the time of the notice of resumption or six months before the termination of the tenancy." That would not interfere in the slightest degree with the right of a tenant to do what he chose during the time he held the lease. It was only intended to apply to cases where notice had been given to resume the property. That was, that if a fixture was on the holding after notice of resumption were given, the Crown should be entitled to take it.

Mr. NORTON said that before the amendment was put he might say that it would be rather hard upon a tenant if, when his land was resumed, there was machinery on it that he had put up under the impression that he would hold his land until his lease expired. Of course, when erecting the machinery he had taken into consideration the term of his lease, and had made arrangements accordingly. But if the lease were taken from him before the term had expired, then his machinery was left on his hands, and he would have to get rid of it the best way he could.

The PREMIER said that subsection 5 provided that the Government should pay the lessee compensation. They might add the words "to be paid at once." It was a matter entirely between the Crown and the tenant. It simply made it optional with the Crown to take the fixtures.

Mr. NORTON: Suppose the Crown will not take it?

The PREMIER said they would not take it unless they liked. The tenant was not entitled to compensation unless the Crown liked to pay it. It lay with the Crown to take the fixtures in certain cases and pay for them. He thought the clause would be good and useful.

The HON. SIR T. MCILWRAITH said the clause must have been taken from an Act where the circumstances were different altogether. The words in the 34th line "which is not so affixed in pursuance of some obligation in that behalf" had no meaning there. If they looked on further to the subclauses pointed out by the hon. member for Fortitude Valley, they would see at once that they were intended to apply to cases where the improvements belonged to the landlord, and there was provision made against damaging his property. They were making a provision that a man was not to damage his own property by removing those fixtures. The man's own interest would prevent his doing that; but if he did, it was his own property, and there would be so much the less compensation due to him. He did not think the Premier had made up his mind what he wanted; and when he did, he could make a clause to fit it. There might be something in giving leave to a tenant to remove fixtures after his lease had expired, and there was something in the fact of giving leave to the tenant to remove fixtures when notice was given of resuming any portion of his land. The clause provided for that; but he thought the hon. gentleman had better leave it out, and frame a clause to provide for those things which would come in afterwards.

The PREMIER said he did not attach much importance to the clause. It would not come into operation for the next twenty or thirty years, at any rate. They might just as well leave it out.

Clause put and negatived.

The MINISTER FOR LANDS said he had a new clause to insert. It provided that where a lessee wished to ringbark any timber he would have to get the permission of the commissioner. In the first instance the commissioner had to inspect the land and see that there was no timber worth preserving. If there were not he would give permission to ringbark; and within twelve months the applicant would have to produce proof of the cost of ringbarking, which cost would have to be certified to afterwards. When applicants were, in reality, credited with the amount of the cost of ringbarking it would be taken as money laid out in improvements; but the last paragraph provided that the value of such improvements should not be estimated to exceed the sum so certified by the commissioner. Ringbarking, when injudiciously done, might do a great deal more harm than good, as the land might deteriorate into a sapling scrub. In such cases as that the lessees could not be allowed to receive back money expended in ringbarking in the first instance. The value of the compensation to be given could then be estimated. He begged to move the following new clause, to follow clause 100, as passed:—

When a lessee has ringbarked timber upon his holding in accordance with the commissioner's permission, as hereinafter provided, he may, at any time within twelve months after he has incurred any expenditure in respect of such ringbarking, apply to the commissioner to allow and certify such expenditure: and upon proof of the expenditure being made in open court the commissioner may allow and certify such expenditure accordingly, but at a rate not exceeding two shillings and sixpence per acre.

Any ringbarking done in accordance with the permission of the commissioner shall be deemed to be an improvement in respect of which the lessee by whom it was done, or his assignee, may be entitled to compensation under the provisions of this Act relating to compensation for improvements.

The value of such improvement shall not be estimated to exceed the sum so certified by the commissioner.

Mr. KELLETT said he took it that, according to the clause, a man could not ringbark on his selection without the permission of the commissioner. He thought a lessee ought to have far better knowledge as to whether ringbarkin

would be advantageous to his property than the commissioner. How the commissioner was to find out whether ringbarking would be good for the land or not, he did not know. The selector was the proper person to ringbark, and he should be allowed to ringbark if he chose ; and if he did not ringbark in a proper way, then the commissioner could step in and see whether he should get any compensation for it as an improvement. The lessee should be allowed to ringbark without the permission of the commissioner ; and if he did not do it in a way that would benefit the property, the commissioner or the board might refuse to grant him any compensation for it.

The MINISTER FOR LANDS said the object of authorising the commissioner to inspect the land before giving permission to ringbark was to prevent the wholesale destruction of valuable timber. In most cases a man ringbarked timber on his property simply to improve the grazing capacity of his land, without any reference whatever to the value of the timber destroyed. It was not desirable to allow selectors to ringbark wholesale, simply for the purpose of improving the grazing capacities of the land.

Mr. NORTON said he thought some such clause as that proposed was very necessary. He could not say to what extent ringbarking had been carried on here, but he knew that in New South Wales thousands of acres of valuable timber had been destroyed by it. He thought it would be better if certain kinds of timber were reserved. That was to say, that the selector should be allowed to ringbark any timber but particular kinds specially reserved from ringbarking. He did not know what the present arrangement was in New South Wales, but some time ago selectors there were allowed to kill a good many kinds of timber ; whilst there were particular kinds reserved which they were not allowed to touch. He thought that was a better arrangement than was provided in the clause. A selector taking up land on which there was a good deal of young timber might want to get rid of it at once. If, for instance, he took up a selection in March, he would want to begin ringbarking while the sap was up ; but, under the clause, he had first to get the permission of the commissioner, and if he had to wait for a couple of months for the permission he would have to put off his ringbarking for another year. In some classes of country, where there was gum-topped box growing, the ringbarking killed the trees, but the young scrub came up thicker than ever. People coming from other countries, and not accustomed to that sort of timber, might set to work and ringbark 100 acres of gum-topped box, thinking that they were making a great improvement on the land ; but in a couple of years they would find it worse than ever it was before. A man who did that would place himself in an awkward position; he could not expect to be allowed so much per acre for improvements, because by ringbarking he would have put the land in a worse position than it was before. The clause raised rather a difficult question, and one which, he thought, could not be settled without a good deal of consideration. He thought, himself, that the best arrangement would be to set apart certain trees that should not be ringbarked, and allow the selector to ringbark everything else.

The MINISTER FOR LANDS said he thought they must leave it to the selector to say what sort of timber he would ringbark, when once he got the permission of the commissioner to do so. After a selector had got permission to ringbark on his selection he should be allowed to do it at his own discretion. As to the time it would take to get the permission of the commissioner to ringbark, the application could very well be made beforehand, so that, when the proper season had arrived for carrying on the work of ringbarking, the selector might have already obtained the permission to carry on the work. There was no question as to the value of ringbarking in some parts of the country : it made an enormous difference in the value of the country in many places where there was stunted ironbark, stunted bloodwood, and many kinds of box timbers. He was quite satisfied that it would be better for the selector to leave the gum-topped box alone ; as the hon. member who had just sat down had stated, when it was ringbarked it came up worse than ever, whether from seeds or roots he did not know, but he thought it came from seed.

Mr. NORTON : From both.

The MINISTER FOR LANDS said a great many of their dry ironbark ridges would make magnificent grazing land when thoroughly ringbarked ; but it must be done thoroughly ; it would not do to ringbark a piece here and a piece there. He thought, after the selector had obtained permission to ringbark, it should be left to his judgment to say what trees he would ringbark.

Mr. KELLETT said there was nothing in the clause, so far as he could see, to prevent a man ringbarking the valuable timber which the Minister for Lands had spoken of.

An HONOURABLE MEMBER : There is another new clause.

Mr. KELLETT said that, if the selector destroyed the valuable timber, he took it he would get no compensation for improvements. He thought himself the selector would not destroy the valuable timber at all, because by keeping it he could make more out of it. Some hon. member had said that there was another new clause dealing with the subject, but there certainly was nothing in the clause under discussion to prevent the selector from destroying valuable timber. He could not see himself why the lessee should not be allowed to ringbark without the permission of the commissioner if he chose to do so, as he would take very good care not to destroy the valuable timber, because it would be to his own interest not to do so.

Mr. NORTON said he thought that, if particular kinds of timber were reserved, the commissioner might give the selector leave to ringbark after inspection if he thought it desirable. By allowing the selector to ringbark the trees at his own discretion he might destroy a great deal of valuable timber.

Mr. BLACK said he thought the clause should apply to grazing areas only, and should not be applicable to agricultural selections. He noticed that in the next clause—the new amendment which was to follow clause 104—it was distinctly stated that its provisions should only apply to pastoral holdings and grazing selections under Part IV. of the Bill. Agricultural areas were exempt under that clause, and he thought they should also be exempt from the provisions of the clause before the Committee. It very often happened that an agricultural selector found it necessary to ringbark even the largest trees on his holding, and he did not see why a man should have to get permission to do that from the commissioner.

The MINISTER FOR LANDS said the clause did not refer to ringbarking for the purpose of burning off timber. There was nothing in the clause to prevent that being done by a selector.

Mr. DONALDSON said the clause was a useful one, and he thoroughly approved of it.

With regard to the restriction requiring the lessee to first get permission from the commissioner before ringbarking, he thought that was very necessary. In New South Wales it had been found that when such a restriction was not imposed useful timber was ringbarked and destroyed. The commissioner would be able to judge at a glance whether the ringbarking of timber on a holding would be beneficial to the State or not, and it was desirable that he should be allowed to exercise the power which would be given him by the new clause. As to whether ringbarking improved the country, he did not think there could be two opinions on that point. He had had considerable experience in the different colonies, and he could say that the improvement resulting from ringbarking was really astounding. He had known some places where the stock-carrying capabilities of the land had been doubled by that means, and, in a few cases, he might say trebled. An instance occurred to him, where some country in New South Wales, which was of a very poor description and thickly timbered, was wonderfully improved by ringbarking. The work was done about four years ago; and last year, which was one of the driest experienced in that part of the colony for some time, it was splendidly grassed and carried a large number of stock. That was only one case; many others might be mentioned. The hon. member for Port Curtis alluded to the fact that, if trees were not ringbarked at the proper season, there was a strong probability that young trees would spring up and form a scrub. He (Mr. Donaldson) knew that it was a very common thing to see young gums grow up in cattle and horse paddocks; but he had never seen that in sheep country in any part of Victoria or New South Wales. He had never seen scrub growing up in sheep paddocks, as the sheep always ate the shoots as soon as they appeared. He could not say what happened in cattle paddocks. In reference to the season at which trees should be ringbarked, there were many differences of opinion on the subject; and he had known some practical men, who had frequently done that work, to be incompetent to give a reliable opinion as to which was the best time. He thought it could be done at almost any time; there was no doubt that it would improve the grass, whatever time it was done. With regard to the price allowed—half-a-crown an acre—he considered that was rather too low a maximum, as there were many places in the colony where it would cost more than half-a-crown an acre, and he understood that the intention was to allow the lessee what he actually had to pay for ringbarking. The hon. member for Port Curtis had referred to the fact that in the Ringbarking Act of New South Wales there was a provision that so many trees or timber of a certain kind should be left on a holding. But he (Mr. Donaldson) would remind the Committee that that had been found impracticable, inasmuch as the land bailiff could not go all over the country and see how many trees should be left on a holding; and because where certain trees had to be allowed to stand they grew and spread at a rapid rate after the surrounding timber was ringbarked. In the pine country, for instance, pines had to be left, and the result was that there those trees had grown up as thick as hairs on a dog's back. Since then provision had been made allowing the ringbarking of any timber, and reserves had been set apart for pine. He would repeat that whilst he thought the clause under consideration was a very good one indeed, he would like to see it amended as he had suggested. He did not wish to propose an amendment, but would suggest to the Minister for Lands that the maximum amount to be allowed should be raised from 2s. 6d. to 3s. 6d. per acre.

The MINISTER FOR LANDS said he thought that land which would require more than 2s. 6d. per acre for ringbarking should be classed as scrub land.

Mr. GROOM said he did not know whether the hon. member for Warrego was aware of the fact that the New South Wales Parliament had declined any longer to pay for ringbarking trees. Under the Free Selectors Act of 1861, or rather the amended Act, they allowed 2s. 6d. an acre; but the new Act, a copy of which he held in his hand, had abolished that payment altogether, upon the contention of the Government and those who supported them, that the abundance of grass which followed ringbarking was in itself sufficient remuneration for any labour expended on the work. What the Act of New South Wales abolished they proposed to establish, and he did not see that there was any necessity for it. The 94th section of the New South Wales Act provided that when a lessee of Crown lands desired to ringbark his land he should obtain permission to do so from the local land board, and in his application should describe the boundaries and area of the land. The board might refuse or grant the concession after inquiry and under such conditions as might seem necessary. There was no payment for what the lessee did, and he must get the permission of the land board before he could ringbark. Then there was a provision that if a person ringbarked trees after having been refused permission to do so by the land board he was liable to a penalty of not less than 1s. or more than 10s. His (Mr. Groom's) object was to point out to the Committee that the proposed payment of half-a-crown an acre was now obliterated in New South Wales altogether; and he did not think the Minister for Lands had made out sufficient justification why the rate should be fixed at that sum here, or even a higher rate, as suggested by the hon. member for Warrego. The New South Wales Legislature had decided, after long contesting the point, that the additional grass provided through ringbarking was sufficient recompense for any labour employed, and it certainly appeared an innovation on the part of the Committee to do what the Parliament of New South Wales had decided they should not do again in the future.

Mr. DONALDSON said he would just remind the hon. member that under the Act of 1861 there was no fixed price for ringbarking; and only a few days ago a gentleman whom he knew had told him that when his run was selected upon he made a claim of 5s. an acre. The case was taken into court, and several parties gave evidence that the land had been increased in value to the extent of between 5s. and 10s. an acre, and the court decided that he was entitled to 5s. per acre for his ringbarking improvements, notwithstanding that it had only cost 1s. an acre. That decision was afterwards appealed against by the Government, but it was upheld on the ground that the cost of the improvements need not be taken into consideration, but only the increased value of the land. After that a ringbarking Bill was brought in, fixing the price which persons were entitled to for ringbarking. He might further remind the hon. member that, finding that that clause had been done away with in the present Land Bill of New South Wales, the holders of land had obtained permission to ringbark under the Act then in force.

The MINISTER FOR LANDS said he would point out to the hon. member for Toowoomba that the New South Wales Act, in his eyes, was incomplete; in that it did not admit the principle of compensation for improvements. The hon. member must also bear in mind that the improvements were not to be paid for by

the State, but were estimated when the lease terminated, or when the incoming tenant had come in. He would have to pay for the improvements and not the State, and if the so-called improvement was not an improvement at the time the compensation was determined, then the outgoing tenant did not receive payment. If, however, the improvement was a real improvement, no man would object to pay for the additional value put upon the land.

Mr. PALMER said he supposed the ringbarking of a large extent of country might be reckoned as an improvement; but the incoming tenant, when he paid for the improvements, might find that the land was overgrown with an immense amount of undergrowth. In fact it might be in a worse state than in a state of nature; and in many places where ringbarking had been called an improvement it was quite the reverse. The only objection he had to the clause was that the incoming tenant might have to pay for what might not be an improvement at the time he took the land over. If the grass was so much improved by the ringbarking as it appeared to be in some cases, that improvement would be quite sufficient without the incoming tenant having to pay extra for it. The commissioner would scarcely ever be able to inspect all those places in the way they should be inspected before he gave permission to ringbark. That was another great objection. He might not be able sufficiently to supervise his district, and he would have such an immense amount of work on his hands that he (Mr. Palmer) could hardly understand him giving sufficient attention to the subject as to be able to state whether the country had been properly ringbarked or not. He quite agreed that that part of the Bill should be strictly carried out, because indiscriminate ringbarking, all over the country would do a great deal of damage. He would ask the Minister for Lands how the practice of selectors taking off sheets of bark for their buildings would operate. Selectors when they first started their humpies made them of bark, and also constructed their outbuildings of the same material. How would they be affected?

Question put and passed.

On clause 102, as follows:—

"The amount of compensation to be paid to a pastoral tenant or lessee under this Act shall be determined by the board in manner hereinbefore provided."

Mr. DONALDSON said that clause very much resembled clause 98, which they had already passed. It was one by which value was to be determined, and it was left entirely in the hands of the board to say what the compensation should be. He thought the provision made in clause 98 was a very wise one; that was, that if the lessee of the land did not agree to the compensation within one month he had the right of appealing against it, and the case was then to be tried by arbitration. The only thing to guide the board in that matter was the evidence to be given by the commissioner and by the lessee, and a line might have to be drawn between the evidence of the two. It was not a matter in which the board could exercise their own opinions, because they were not in a position to see and value the improvements for themselves. They had to decide everything on evidence; and everyone knew how conflicting evidence was, because it was so hard to draw a line between the two interested parties. If the same provision was made in that clause as in clause 98 it would be very satisfactory. He should like to hear an opinion from the Minister for Lands upon the point he had raised.

The MINISTER FOR LANDS said it was intended to introduce an amendment to meet the objection mentioned by the hon. member.

The PREMIER said that compensation on the resumption of holdings was sufficiently dealt with in clause 99, and the next clause provided how the lessee was to be compensated. The present clause, therefore, need only deal with compensation for improvements. He would, therefore, move that the words "for improvements" be inserted in the 1st line after "compensation."

Amendment put and passed.

The PREMIER moved that the following proviso be added to the clause:—

Provided that in the case of the resumption of the whole or part of a holding under the provisions of this Act, if the lessee objects to the decision of the board with respect to the compensation payable in respect of the holding, he shall be entitled to have the amount of compensation in respect of the improvements determined under the provisions of the Public Lands Resumption Act of 1878, in the same manner as herein provided with respect to compensation for the resumption of the holding or part thereof.

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

On clause 103, as follows:—

"The amount awarded to any pastoral tenant or lessee for compensation under the provisions of this Act shall not, except in the case of the resumption of an entire holding, be payable to him until he is actually deprived of the use of the land or of the improvements, in respect of which the compensation is awarded.

"In the case of the resumption of an entire holding the amount awarded shall be payable when the resumption takes effect."

The HON. SIR T. MCILWRAITH said that, of course, it was quite understood that the board, in fixing the amount of rent that was to be paid for grazing over the resumed portion, must take into consideration the fact that the improvements belonged to the lessee, and that he was not to be paid for them until the land was actually taken from him. He (Sir T. McIlwraith) was afraid that that would lead to very considerable difficulty, because the improvements might be gradually reduced or wiped out without the occupant of the resumed portion having much use of them; and when it came to granting compensation there would be very little improvements left. Let them take the case of a ring fence on a holding that was divided into two parts, with a selector on each side. The whole of the benefit of the fence was gone; the pastoral lessee would not have the use of it. How would the clause act in a case of that kind? There were a great many other improvements that could be referred to in the same way. He thought the best plan would be to make the compensation payable on the resumption of the land, the holder of the land paying for the improvements in the shape of rent. That would be more equitable. Of course, the amendments in previous clauses had taken away the injustice that might have been inflicted under the present clause.

The MINISTER FOR LANDS was understood to say that the proposition of the hon. gentleman would involve a tremendous outlay which could never be contemplated.

Mr. ARCHER said that, under the Bill as it now stood, a man might select—say, in some of the paddocks out west, which were very large—2,000 or 2,560 acres, and inside a marsupial fence. In such a case he undoubtedly ought to pay, because the fence had kept off the marsupials from that land. The selector ought to be made to pay, because if he did not fence his selection he would get all the benefit of the fence round the paddock for two years. He fancied that the selector should pay for the use of that fence. However, if the land was properly surveyed, a man who had a decent head on him would not allow a piece to be taken in the centre of a paddock in that way; still it might occur.

Question put and passed.

On clause 104, as follows:—

"All leases issued under this Act shall contain a reservation of all mines and minerals in the land comprised therein, and shall contain such other reservations and exceptions (including a reservation of the right of access for the purpose of working any mines or minerals in any part of the land that may be resumed from the lease) as may be prescribed."

Mr. SMYTH said there was one part of the clause he did not like. It was the provision which gave miners the right to enter on land to prospect. It was only on leased property that it did so, but, according to some of the clauses they had passed, there was provision given by which a person who had taken up 960 acres of land and had held it a certain time could make it a freehold. If that land became freehold there was no chance of getting minerals out of it without paying compensation or royalty to the owner. He wished to insert after that clause—with the permission of the Minister for Lands, and provided the Committee were willing—a mining clause.

Mr. FOXTON said the hon. member for Gympie had stated that the clause included provision for entering upon lands for the purpose of prospecting. Now, he should like to see that provision a little more clearly expressed in the clause—that leases should include a reservation of the right of access for the purpose of searching for any mines or minerals in any part of the land. He should like to see the words "searching for or prospecting" inserted between the words "of" and "working." He thought that would be very necessary, because it did not necessarily follow that, because a man had permission to enter on land for the purpose of working any mines on the land, he had, therefore, the right to enter upon it for the purpose of searching for or prospecting for minerals. He proposed an amendment that the words "searching for or" be inserted in the 4th line, between the words "of" and "working."

Mr. ARCHER said he had no doubt that it would be a good amendment if there was anything contained in the clause to show that any man would not go in and dig without getting leave from some competent authority; and that if he was allowed to search and dig, and make holes on a person's ground, he should be compelled to fill them in. There was nothing in the clause that showed that had to be done. He knew that he had lost valuable animals himself through that cause; and he did not see why miners should be allowed to go on to a farm and search for minerals, dig holes, and leave them in an open state. There was nothing in the clause which would prevent a man doing a great injury to his neighbour without compelling him to do as much as in his power lay to rectify that injury.

Mr. SMYTH said that if miners had to fill in every hole, after they had paid a license to the Government for permission to search for minerals, it would be very hard on them indeed.

Mr. ARCHER: What is the expense of the license?

Mr. SMYTH: Ten shillings. Miners were heavily taxed. If they wished to take up land they had to pay £1 per acre. The heaviest taxed class of people were miners.

Mr. ARCHER said if the hon. gentleman took up the lease of a certain number of acres for £1 a year, then he robbed the farmers. A miner was now going to enter upon what was the lessee's land, and then he was to be allowed to dig holes for the farmer's cattle to fall into; and the farmer was to stand it all. The thing was absurd.

Mr. FOOTE said he thought that one amendment would mean another. It might be the cultivation paddock, a garden, or it might be close to a well, that a miner would enter upon. If a lessee went and found persons going about on his leased land with a pick and shovel, and so on, in search of minerals of some sort, he might ask them what they were doing there, and they would tell him it was no business of his: they were going to search for so and so; and they might stop there as long as they liked, and they might do as much mischief as they liked. He would not presume they would do great mischief in digging holes. The work might be too hard for them. He thought if they were allowed to dig holes or break the surface of the land they should be compelled to leave it in as good order as they had found it. They broke up the ground to a considerable extent, and though if they found any payable minerals that part of the lease would probably be resumed and the lessee compensated, yet in many cases they would be unsuccessful, and it was in such cases that the amendment would have the most serious effect. He thought if they gave persons power to go digging holes all over a run they should compel them to fill them up again, and leave the ground as they found it.

The ATTORNEY-GENERAL said he did not see that any danger was to be apprehended. The miners were not a reckless class of men who went about all over other people's property doing injury to it. The work was too laborious for them to do it simply for amusement, and it was hardly likely that miners would go searching for gold unless there was some reasonable prospect of their obtaining it. To enact that they should fill up all the holes and trenches they might make in their search for gold would be to deter them from engaging in such an enterprise. Of course it would not do to allow any person to go digging holes in a man's garden in the hope of finding gold; and abuses of that kind were guarded against by the last words of the clause, "as may be prescribed."

Mr. ARCHER: We want to know what will be prescribed.

The ATTORNEY-GENERAL said there would be regulations framed under the Act. "Prescribed," by the interpretation clause, meant prescribed by regulations under the Act. The miners would be able to prosecute their search for minerals only in accordance with the regulations, which it was to be hoped would be so framed as to prevent private property from being needlessly injured, and to prevent, on the other hand, the miners from being deterred from an enterprise which carried with it immense benefit, not only to themselves, but to the colony as a whole.

The HON. SIR T. MCILWRAITH said the hon. member evidently did not understand the clause. If he would read it he would see it was the reservations and exceptions that were to be prescribed, and not the privileges of the miners at all. There was no doubt that at the present time miners had a right to search for minerals on all the leases of the colony, and it was not to be supposed that they were going to take away that right; but at the same time it would be very indiscreet to give in a parenthetical clause such an extraordinary power—not to miners, but to everyone choosing to call himself a miner—as that of intruding on other people's property, without the slightest provision being made as to the way in which that power was to be exercised. The amendment moved by the hon. member for Carnarvon would establish the right of trespass. The miners should be bound to made good the damage done to the property of the lessee, or the lessee should get compensation in some way. Before they went on with that clause he would like to hear the amendment to be proposed by the hon. member for Gympie.

Mr. SMYTH said the new clause he intended to introduce read as follows :—

Any land alienated under the provisions of this Act may be taken by the Crown for mining purposes under the provisions of the Public Works Lands Resumption Act of 1878. Provided that the value of any gold or other minerals contained in such land shall not be taken into account in estimating the compensation to be paid for any land so taken.

It was something similar to the provision in the Victorian Act of 1869. The 99th section of that Act read as follows :—

"All lands alienated under the provisions of this Act shall be liable to be resumed for mining purposes by Her Majesty on paying full compensation to the licensee, lessee, or purchaser in fee-simple thereof, for the value, other than auriferous, of the lands and improvements so resumed, such value, in case of disagreement, to be ascertained by arbitration. The terms, conditions, and events upon which such lands may be resumed, and the manner in which such arbitrations shall be conducted, shall be determined by regulations in such manner as the Governor shall from time time direct."

Since that Act passed in Victoria, all land sold was subject to the proviso reserving the minerals for the Crown. The necessity for some such legislation had become apparent from the way in which landowners extorted money from the miners. It was estimated that they had taken a million of money in the way of royalties and rents. On one claim the miners spent £35,000, and of that amount £14,000 went to the owner of the land for the right of mining on it. In Victoria it had lately been found necessary to pass a Mining on Private Property Act. It might not be necessary for many years to pass such an Act in this colony, and such a clause as he suggested would make a very good proviso in the meantime. In one part of his electorate a great deal of land was being selected, and he was certain it was not for the grass, or timber, or anything on the surface of the land, but for the sake of the minerals. The persons taking up the land would get the freehold of it, and then they meant to work the minerals. He thought it was time to put a stop to that kind of thing. In Queensland they had, he supposed, more minerals and in greater variety than all the other colonies put together, and the Government should step in and reserve those minerals to themselves.

Mr. FOXTON said he did not think his amendment would bring about all the evils anticipated by the hon. member for Mulgrave. It simply proposed to give the miner exactly what he had at the present time—the right to enter upon land leased from the Crown to prospect for minerals. As for the dreadful picture drawn by the hon. member for Blackall, of selectors' cattle tumbling into fearful chasms sunk in their property, he might say that he had lived for ten years in a district as thickly covered with prospecting holes as any in Queensland, and although he had seen vast numbers of cattle dead in the creeks he had never seen one down a prospecting hole.

Mr. ARCHER said he had seen plenty of cattle down prospecting holes. He had no doubt the Minister for Lands could bear him out as to what took place on his own run. Talk about miners not being likely to go into gardens ! On one occasion during a rush some miners came within half-a-mile of the head-station, and it was only the presence of a dozen strapping fellows that kept their picks and shovels out of the garden. Those were facts of which the Minister for Lands was well aware. Cattle had often fallen down those holes and died there, so that it was not such a silly thing as the hon. member (Mr. Foxton) supposed.

Mr. FOXTON : I did not say it was silly.

Mr. ARCHER said the same thing would happen again if people were allowed to dig holes just where they liked. Unless something were done to prevent that sort of thing, the clause ought not to pass. As for the Attorney-General, he did not understand the clause, for, leaving out the part contained in parentheses, it said :—

"All leases issued under this Act shall contain a reservation of all mines and minerals in the land comprised therein, and shall contain such other reservations and exceptions as may be prescribed."

That did not refer to the miner's license, but to the lease of the tenant.

The ATTORNEY-GENERAL said he was aware that the clause, with the exception of the parenthetical part, did not specially refer to miners; but he did not know why the hon. gentleman should intimate that he had not read the clause.

Mr. ARCHER : I said you did not understand it.

The ATTORNEY-GENERAL said the hon. member for Carnarvon had proposed an amendment to the effect that every lease should contain not only a reservation including the right of access for the purpose of working mines, but also a reservation including the right of access for the purpose of searching for minerals. The hon. member for Blackall suggested that the amendment might inflict a hardship on private lessees by reason of the miners not filling up the holes they made. He (the Attorney-General) combated the objections of the hon. gentleman, and pointed out that the reservation was a matter contained in every lease, and was subject to regulation the same as every other matter.

Mr. ARCHER asked why nothing was said about regulations in the clause ?

The PREMIER said the suggestion that the clause should contain all the restrictions and terms on which miners should be allowed to work involved the insertion of a scheme for mining on private property. But the Bill was framed in such a way that those things must be provided for by the regulations. "Prescribed" meant prescribed by the regulations, according to the interpretation clause. The hon. gentleman wished to know what difficulties the lessee would be placed under, and what right the people would have to trespass on his land and look for minerals. That was the whole scheme of mining on private property—a scheme which it was impracticable to put into the Bill, but which should be put into a Bill by itself. So long as they provided for the reservation of mines and minerals, and of the right to search and mine, that was all that was required in the Bill now under consideration.

Mr. ARCHER said there was nothing in the clause to show that the mining was to be done under regulations, though it might be the contention of the hon. gentleman that certain regulations should guide the miner. As it was, they referred only to the lease of the tenant.

The PREMIER said the clause was grammatically correct. It provided that the lease should contain "such other reservations as may be prescribed." One would be the right of access for the purpose of working any mine ; another would be the right of access—not by Her Majesty personally, but persons authorised by Her Majesty—for the purpose of searching for minerals.

Mr. JORDAN said he understood the contention of the hon. member for Blackall and the hon. member for Mulgrave to be that the words "as may be prescribed" did not refer to anything within the parentheses. It might be as well to insert after the word "access" the words "under regulations to be framed."

Mr. ARCHER: That is just what I contended for.

The PREMIER: I did not understand before that that was the hon. gentleman's objection.

Mr. ARCHER: I said it as plainly as I possibly could.

The PREMIER: I must be stupid this evening, for the hon. gentleman did not make it clear to me. However, the hon. member for South Brisbane has come to the rescue.

The HON. SIR T. MCILWRAITH said the Premier pretended not to understand the hon. member for Blackall, in order to cover the bungling of his colleague. There was not yet a clear understanding about the clause. The hon. member for Carnarvon said he desired nothing more than the miners had always had; but the hon. member was asking for a great deal more, and it was their duty to see that, while granting the miner all the privileges to which he was entitled, they were not taking away the rights or hurting the interests of others. At present neither a gold-miner, nor what was called a mineral searcher—a man working with a license under the Mineral Lands Act—had the right to touch a selection; and the leasehold properties to be formed under the Bill would take the place of those selections. Selections under the Acts of 1868 and 1876 were perfectly protected from miners, who had no right to go upon them to search; and now they were asked to allow miners to search upon the properties which would take the place of those selections, without any compensation being paid to the selectors. Those rights should be guarded; how to do it he did not know. The right ought to be given to miners to search for minerals so long as they were prevented from hurting the interests of the lessee of the ground so searched. Although at present search might be made for minerals on the land held by pastoral lessees, the searchers were restricted from touching any land used as a yard, garden, orchard, or cultivated field. They were now asked to allow miners that right without any restriction. While willing to allow that right, he thought provision should be made for full compensation for damage done to the surface being paid to the lessee either by the State or by the miner. The lessee ought certainly not to suffer from the right of searching for minerals.

The PREMIER said the difficulty might be met by transposing some of the words in the clause. He understood the objection of the hon. member for Blackall to be that the precise conditions were not prescribed in the Bill, and he addressed himself to that; but he understood now what the hon. member's point was. It might be advisable to so alter the clause as to provide for compensation being given for actual damage done to the land while searching for minerals. Paying compensation for damage done would, he thought, be better than putting the old restriction on yards, gardens, and cultivated fields. There was no reason why, because a valuable piece of mineral land was under lucerne, it should not be worked except at the option of the tenant.

Mr. FOXTON, with the permission of the Committee, withdrew his amendment.

The PREMIER moved that the words "as may be prescribed" be omitted from the end of the clause, with the view of inserting them after the word "exceptions."

The ATTORNEY-GENERAL said that before the amendment was put he wished to say a word with reference to an observation made by the hon. member for Mulgrave, and which was unworthy of that hon. gentleman or of the position he occupied. The hon. gentleman charged the Premier with having purposely misunderstood the hon. member for Blackall, in order to cover the bungling of his colleague. He (the Attorney-General) denied that there was any bungling. The Premier now, to meet the views of the hon. member, proposed to transpose the words "as may be prescribed," and when transposed the words would have precisely the same effect as they had now.

Amendment agreed to.

Mr. FOXTON said he would now again move his amendment, so as to make it agree with that suggested by the Premier. He moved that after "purpose of" the words "searching for or" be inserted.

Amendment agreed to.

The PREMIER moved as a further amendment that all the words after "land" to the end of the clause be omitted, with the view of inserting "on condition of making compensation to the lessee for any actual damage, and on such other conditions as may be prescribed."

Mr. LISSNER said that the words should be "reasonable compensation." He certainly thought that any *bonâ fide* miner who went on land belonging to a squatter or agriculturist searching for minerals ought to be protected to a certain extent as to the amount of compensation to be given. Who was to decide the amount of compensation?

An HONOURABLE MEMBER: The board.

Mr. LISSNER said he did not think an agricultural board would know sufficient about the value of mining to give a proper decision in such cases. At any rate, he should very much like to see the clause made more definite as to the amount of compensation to be paid.

Mr. SMYTH said in his opinion the compensation ought only to apply to cultivation paddocks, or improved land such as gardens, yards, or places of that kind. If a squatter had twenty or thirty square miles of land—as the clause stood, a miner would not be able to sink a hole on any portion of it without paying compensation.

Mr. FOXTON said he agreed with the hon. member for Gympie that compensation ought to be in regard to cultivated lands only. If the mere destruction of the grass that took place in sinking every little hole that was made for prospecting would render miners liable to claims for compensation, he could quite conceive that it would be almost impossible for them to carry out prospecting in anything like a proper or efficient manner, if the Crown lessee was in any way opposed to their doing so. It would be going too far to hamper the mining industry in that way. The grass destroyed would, of course, be very small, and, as has been said, it was very probable that a man who owed another a grudge would find some better method of paying him off than by buckling to and sinking holes on his ground. It was too hard work to justify the fear that any damage worth speaking of would be done to pastoral property in that way; while, at the same time, to allow claims for compensation in all cases would very materially hamper miners in prospecting for minerals.

The PREMIER said they could not very well give property to a man and allow another to injure him without giving him compensation. He did not see how they could reconcile the two things. If no harm were done, there would be no compensation given; but when damage was done it should be paid for. If a man dug a big trench across a cattle track it might result in a great deal of damage being done. In the same way considerable damage might be done by a number of men entering to mine in a lucerne

paddock. He apprehended that conditions of that sort would arise, until dealt with by an Act providing for mining on private property, which must come sooner or later. They must be careful not to interfere with the right of prospecting for minerals, and, at the same time, if they gave a man a lease of certain lands they must protect him. All those matters could be provided for by the regulations.

Mr. MACFARLANE said he thought there was a great deal of force in what the hon. member for Gympie had said with regard to giving compensation only in cases where cultivation had taken place. He (Mr. Macfarlane) did not know very much about mining, but he could quite understand that, if persons searching for minerals were to be compelled to give compensation for every hole they dug in leasehold property, there would be no end of trouble and petty annoyance, which would very likely retard prospectors from going out to prospect at all. He thought the words should apply only to cultivated lands.

Mr. SMYTH said that as a rule very few cattle indeed fell into holes that were sunk by miners in search of minerals; and in travelling through country where prospectors had been at work the holes they made were found very useful, because water was nearly always to be found in them. The goldfield upon which he lived was riddled with holes, and he had never heard of a case where a beast had fallen into one of them. He thought the danger on that point was greatly exaggerated. He knew there was a gentleman in the other Chamber who once said that the holes made by miners only killed squatters' cattle; but as far as his experience went he thought cattle were too cunning to fall into them; in fact, more men fell into them than cattle. He believed that, if they put such restrictions upon miners—that they must fill up the holes they made, and give compensation for the damage done—it would hamper mining to a very considerable extent, especially under the circumstances existing in Queensland, which were different from those of the other colonies. In this colony the holes sunk were generally near the surface; and in cases where the holes were deep it was a great advantage to leave them open. A great many miners had made a very good thing by going down abandoned shafts prospecting.

Mr. JORDAN said, in his opinion, the clause ought to apply to all descriptions of land. He could easily imagine what might happen to a squatter in a mining district, from what occurred to himself the other day on an area of 40 acres. He had a few head of cattle upon it, one of which fell into a ditch that had been dug for drainage; and he could quite understand what might occur to squatters who had thousands of cattle upon their runs. He should, therefore, vote for making the clause apply to all descriptions of property.

Mr. NORTON said that hon. members spoke of the clause as if it applied to squatters' runs only; but that was a mistake, because it applied to grazing selections and agricultural farms also. He only wished to point out that if hon. members would support a Bill that gave indefeasible leases, that was one of the blessings that went with it. Miners were hampered in their movements, and he did not see how it could be any other way. He did not think any particular difficulty would be put in the way of mining by paying compensation.

Mr. SMYTH said he would propose, as an amendment, that the clause should only refer to cultivated or improved land.

The HON. SIR T. MCILWRAITH said he did not think that anything of the sort was necessary, as under the Goldfields Act and the Mineral Leases Act a digger had the right of prospecting anywhere; and as for compensation, if a certain amount of a lessee's land was taken up for mining purposes, a certain amount was deducted from his rent. Compensation had never been given to a pastoral lessee; and what would the compensation be if it were given? All the diggers could do would be to take away a certain amount of grass.

Amendment put and passed.

Mr. FOXTON moved that the following words be added to the clause:—

Provided that no compensation shall be charged or payable in respect of any damage done to uncultivated land held under Part III. of this Act or as a grazing farm.

Mr. FERGUSON asked if he was to understand from that amendment that, if a grazier fenced in 1,000 acres and put his stock upon it—and a miner, or a hundred miners, chose to go into that paddock and disturb the stock, and sink as many holes as they liked—the grazier had no right to compensation; was that the meaning of the amendment? If they were going to admit such a clause as that they would simply make the Bill inoperative, as nobody would think of taking up land under such conditions. It was not altogether the holes sunk in the ground, or the grass destroyed, but there might be valuable horses or cattle there, and their peace would be altogether disturbed. Such an amendment as that should have been taken notice of. He quite believed in giving miners every facility for prospecting and mining. But supposing a man took up 960 acres, and that was all the land he occupied, if a hundred miners chose to come in after he had gone to the expense of fencing it in and stocking it fully they would ruin him; and was he to have no concession? The amendment should have been better considered before it was put before the Committee.

The HON. SIR T. MCILWRAITH said the greater part of the clause was quite unnecessary; for instance, that part referring to pastoral leases. No doubt the hon. member for Gympie thought he was doing a great stroke for the miner by providing that he should not have to pay compensation to the squatter. But he would read some of the powers which the gold-miner had now under clause 9 of the Goldfields Act:—

"Any person who shall be the holder of a miner's right and any number of persons in conjunction who shall be the holders of any such consolidated miner's rights shall, subject to the provisions of this Act, etc., be entitled to take possession of, mine, and occupy Crown lands for mining purposes;

"To cut, construct, and use races, dams, and reservoirs, roads, and tramways, which may be required for gold-mining purposes through and upon any Crown lands;

"To take or divert water from any spring, lake, pool, or stream situate in or flowing through Crown lands on a proclaimed goldfield, and to use such water for mining purposes and for his own domestic purposes; and to use, by way of an easement, any unoccupied Crown lands;

"To take possession of, and occupy, Crown lands for the purpose of residence on a proclaimed goldfield, but not for business purposes, except as hereinafter otherwise provided;

"To put up and at any time to remove any building or other erection upon such land so taken up and occupied;

"To cut timber on, and to remove the same, to strip and remove the bark from any such timber, and to remove any stone, clay, or gravel from any Crown lands for the purpose of building for himself or themselves any place of residence, or for mining purposes," etc.

The miner had all that power already for 10s. a year, without paying any compensation at all. What was the use of that little fiddling amendment to prevent the squatter claiming any compensation from the miner? It was absurd to go on in that way with legislation—interrupting

an important Bill by little, fiddling amendments, to gain popularity with the miners. If they were going to give a man a lease for thirty years of a piece of land to use it for grazing purposes and not for other purposes, they ought to let him definitely understand what he was to have. That was thoroughly understood under the Bill to be a grazing right; and if they gave any other person in the world the right to destroy any part of the property that person should pay compensation for it.

Mr. SMYTH said the arguments they used in favour of mining upon those lands were not that they had any intention of injuring the squatter in any way at all, but they had been urged owing to what the hon. member for Blackall had said about miners entering upon improved land, such as a cultivated paddock. The reason he (Mr. Smyth) spoke upon the matter as the representative of a mining community was, that he did not wish that they should enter upon any land and damage it without compensation. He was not using any argument for the sake of popularity. As to popularity, that was cheap.

Mr. FOXTON said the case quoted by the hon. member for Rockhampton was not one in point, as it was not proposed to extend the proviso to agricultural farms, but simply to uncultivated land which was held as grazing farms and to land held under Part III. of the Bill. The grazing farms might be farms of 20,000 acres. A large portion of the colony would be held under those grazing leases; and virtually the miner would be excluded from prospecting on those areas.

The HON. SIR T. MCILWRAITH: How?

Mr. FOXTON said that virtually that would be the case, because for every hole he put down he would have to pay compensation—it might, perhaps, be only 5s.—for the damage done to the grass. There was not the slightest doubt that would be the case wherever the lessee was opposed to the miner going on the land for the purpose of prospecting. For every prospecting hole the miner would put down he might find himself involved in a contention with the lessee as to whether he ought or ought not to pay compensation for it. In that way, most unquestionably, the genuine prospector would be decidedly hampered in his operations.

Mr. JORDAN said he wished to know if the proviso suggested by the hon. member for Carnarvon excepted agricultural farms of 960 acres. He thought it was worded to except such farms; but he would point out that such farms might be alienated at the end of ten years, and if the new clause proposed by the hon. member for Gympie were carried, those farms would, even after they were alienated, be liable to be trespassed upon by diggers, without compensation.

The CHAIRMAN: I will read the proviso again. It is as follows:—

"Provided that no compensation shall be charged or payable in respect of any damage done to uncultivated land held under Part III. of this Act, or as a grazing farm."

The PREMIER said he confessed he did not see how they could give two persons the same property at the same time. That was what the amendment really involved. If they gave a man the absolute right for thirty years to the use of the land, they could not give somebody else a right to turn him out of it within that time, without compensation. The two things were incompatible. What injustice was there, if one man injured another, in asking him to pay for the injury he did? If a man injured him, why should he not pay him for the injury done? And if he injured any man, he ought to be obliged to pay for the injury. If there was no injury done, he would of course have nothing to pay. It seemed to him that the matter was as simple as possible.

Mr. NORTON said there was one thing he would say in connection with that subject. He thought that, if compensation was to be given for miners going upon land, the State ought to give the compensation, and not the miners. It was the State which reaped the benefit from the miners' work, and it was not the miner who ought to be obliged to pay the compensation. The State got the benefit of the rent from the lessee, and the State also got the benefit of the annual payment made by the miners; and he contended that any damage done by the miners in carrying out their legitimate business ought to be paid for by the State.

The PREMIER said that, if there was a leasehold upon which there was a mining field, the State would no doubt step in and take it for mining.

Mr. SMYTH said the Premier did not explain what the hon. member for Carnarvon had argued. The argument was, that if a miner in prospecting was called upon to pay a small amount in compensation for every hole he sank upon a run it would soon put a stop to mining.

The HON. SIR T. MCILWRAITH said there was no compensation payable for any damage done on a run by a miner. He could go on any squattage in the country without paying anything.

Mr. FOXTON said that what the hon. member for Mulgrave had stated, and what he had quoted a little while before concerning the powers of miners, referred to lands held under the land laws at present in force. They applied only to Crown lands held under the Pastoral Leases Act at present in force, and not to lands to be held under any portion of the Bill. The proviso he (Mr. Foxton) suggested simply proposed to apply the same rights, which the hon. member for Mulgrave had quoted as being held by the miner at present, to lands held under Part III. of the Bill—that was, the fifteen years' leases, and also to lands held as grazing farms—provided always that those lands were not cultivated.

The HON. SIR T. MCILWRAITH said that surely the hon. member must see what a great mistake he made! Did he mean to say that the Government had taken away the whole of the rights of the miners in this colony by that particular clause of the Bill, or that they would have been taken away, if he had not complained, and inserted that little amendment in the parenthesis of the clause? The thing was ridiculous! If all those rights were taken away by the clause they would want a dozen clauses inserted to provide for them. There was no danger of anything of the kind being the case.

Mr. FOXTON: There is.

The HON. SIR T. MCILWRAITH: Then I would like you, as a lawyer, to explain how.

Mr. FOXTON said he thought the thing was clear enough for any ordinary comprehension. The Act from which the hon. member himself had read applied to Crown lands; but as soon as the leases were granted under the Bill they ceased to be Crown lands. The whole thing was in a nutshell.

The PREMIER said the only lands which a miner could take possession of were lands which had not been dedicated to any public purpose, which had not been granted in fee-simple, or which were not under lease for purposes other than pastoral purposes. That was the present law, and it was very much the same as it

would be under that Bill. There might perhaps be some question arise as to whether the Goldfields Act and that Bill were consistent with one another.

The HON. SIR T. McILWRAITH said a miner could enter upon Crown lands, which, according to the Goldfields Act—a statute which hon. members would bear in mind they had not repealed—were defined as—

"All lands vested in Her Majesty, which have not been dedicated to any public purpose, or which have not been granted in fee, or lawfully contracted to be so granted, or which are not under lease for purposes other than pastoral purposes."

So that at the present time, without the amendment of the hon. member for Carnarvon, miners could construct and use races, dams and reservoirs, roads and tramways, on those pastoral farms hon. members had been talking about. The hon. member shook his head, but let him read the clause and he would find that it was so.

Mr. FOXTON said the hon. member for Mulgrave might have hit him hard—and he did not mind showing him how—but had missed his chance. If the hon. gentleman had looked at the interpretation clause of the Bill he would have found that Crown lands included all lands subject to a right of depasturing under Part III. of the Bill. Those were the resumed parts, he presumed. So far he (Mr. Foxton) was in error, but as regarded his argument concerning other lands he still contended that he was right, because Crown lands were defined in that Bill, and if it became law that definition would hold good, and not the one quoted by the hon. member for Mulgrave.

Mr. NORTON said he would point out that the Bill defined what were Crown lands within the meaning of the Bill, and the Goldfields Act, which had not been repealed, what were Crown lands under the Goldfields Act.

Amendment put and negatived; and clause, as amended, put and passed.

Mr. SMYTH said he would now propose the new clause which he had referred to previously. It read as followed:—

Any land alienated under the provisions of this Act may be taken by the Crown for mining purposes under the provisions of the Public Works Lands Resumption Act of 1878. Provided that the value of any gold, or other minerals contained in such land, shall not be taken into account in estimating the compensation to be paid for any land so taken.

The PREMIER said the hon. gentleman proposed by that to reserve to the Crown the benefit of the minerals on all lands alienated under the Bill. He (the Premier) was disposed to think a better way of dealing with the matter would be to provide that all Crown grants issued under the Bill should contain a reservation of all gold found on the land comprised therein; and he would recommend that the clause now proposed be withdrawn, and the amendment he had suggested substituted. The subject was too large a one to deal with in that Bill, but that would enable it to be dealt with hereafter.

Mr. SMYTH said he would rather settle the matter at once. The miners in Victoria had been twenty-six years trying to get a Mining on Private Property Bill through Parliament. The right to minerals in that colony was reserved to the Crown under the Land Act of 1869; but, as he had said, it had taken twenty-six years to get a Mining on Private Property Bill. He would much sooner the Committee dealt with the subject now. As the law at present stood, all gold and silver belonged to the Crown; but the man who owned the land where those minerals were to be found might prohibit miners from breaking the surface of the ground. The Crown was the owner of the gold and silver, and the Crown only could give people the right to take it. That was how matters stood in all the colonies. In the year 1877, a case was tried before the Privy Council to decide what the rights of miners were, and it was decided that a man had the right to go under private property, but not on to it, in his search for minerals. Well, imagine a man mining under 1,000 acres of land in his search for gold! A man ought to know, when he purchased land, that he did not purchase the minerals. Immense sums had been made out of the unfortunate miners by that principle not being recognised by law. He knew of one district in which the owners of the land charged the miners £1 a month for the right to enter on the land, and extracted money from them in many other ways. The miners had been robbed by the men who owned the land, and in the district to which he referred he had seen the owners collect between £1,000 and £2,000 in a month, and of course all that money was withdrawn from prospecting.

Mr. JORDAN said he would point out to the hon. member that his clause did not provide for access to the land. That was what the hon. member appeared to be aiming at, but had not really provided for. It had been laid down that the gold belonged to the Crown, and the surface to the proprietor; but by the clause the hon. member proposed he would provide that the Crown might come in and resume the land and give a compensation, but he did not provide for the power of access to the land. That was what the hon. member wanted to do.

The HON. SIR T. McILWRAITH said he did not believe in the clause at all, and he thought the objection taken to it was tangible enough. A clause that was going to work such an alteration in the rights of the owners of land should have been duly considered, and fair notice should have been given that such an amendment was going to be moved. He had not the slightest expectation that such a big question would be raised, and he did not feel prepared to go into it at length. Had he understood the Premier to say that they ought to put in all deeds to be issued in the future a reservation of all minerals? If so he did not agree with such a proposal, and he thought they ought to duly consider the position of the present and future landholders of the colony. The hon. member for Gympie must not attempt to monopolise all the information about gold-mining, and he would give him a striking example of what they had been discussing. The right to mine on private property in England was only granted within the last few years. In the county of Derby the minerals belonged to whoever obtained the right to work them, and the consequence was that Derbyshire was the worst worked county in England for minerals, for this reason: that the law being that minerals belonged to whoever worked them, and everybody having a right to go on the land, the owners of the land had shepherds on every possible vein or reef that could be taken up by anyone. He had seen land shepherded year after year to keep anyone from mining on it. Anyone who cared to work certain land applied to the court for leave, but, whenever they went to define the lead they were going to work, a landowner proved he had been working the same land for twenty years. That state of the law could be evaded very well, and he believed the man who would work the minerals of the county quickest would be the man who owned the land. How did the hon. member for Carnarvon like the new clause, he wondered, taken in conjunction with the Urangan Railway Bill? If the coal on the 1,000 acres of land he was applying for was to be reserved, the proprietors would be in a nice fix. Let them get through

the Land Bill, and then they could go to mining afterwards, and satisfy the hon. member for Gympie. The subject was too wide a one to deal with at present, and they had far better get along with the Land Bill, which he hoped to see finished that week.

Mr. SMYTH said, considering the importance of the mining industry, not much time had been spent upon it. That industry could hold its own against any other in the colony. But he must say that one fault he found with the Bill was that there was nothing about mining in it. Mining at the present time was doing for Queensland what it did in 1867. At that time Queensland was in an insolvent condition.

The HON. SIR T. MCILWRAITH: Nonsense!

Mr. SMYTH said there was no nonsense about it. The discovery of Gympie first and other goldfields afterwards, was the means of bringing to the colony thousands of men with capital. Those men had distributed themselves all over the country, and had been the means of creating such towns as Maryborough and Townsville. Those towns owed their prosperity to the gold-mines at their back, and he was sorry to say that the gold-mining industry did not receive its fair share of attention. The hon. member for Mulgrave need not have gone so far as to quote Derbyshire as an instance of the troubles miners had had. He (Mr. Smyth) believed the hon. gentleman had been in Sandhurst, and he ought to be aware of the way in which people there extorted money out of the miners.

Mr. NORTON said he was sure there was a great deal in what the hon. member said; but considering that it had taken twenty-six years in Victoria to deal with the question, the hon. gentleman could not expect to settle it here in an hour or two. The question was altogether too large to be considered in a Bill like that before them.

The PREMIER said he thought the hon. member for Gympie would see that the subject of mining on private property must be dealt with by itself; it was not possible to deal with it in a Land Bill; indeed, that was not the proper place to deal with it. He thought, however, it was desirable that there should be a distinct reservation of the right to deal with minerals. The hon. member should be satisfied with having called attention to the matter. Having got an amendment in the Bill, he would have done good service.

The HON. SIR T. MCILWRAITH asked whether in all future grants the Crown would absolutely reserve all minerals?

The PREMIER said it was proposed to reserve gold. He did not think it worth while troubling about anything else. The hon. member for Gympie, he understood, did not refer to anything else but gold. It would certainly complicate the matter to bring in other minerals.

Mr. SMYTH said it would be necessary to include silver, because it was associated with gold. Other minerals also should be included. At Kilkivan, for instance, there were cinnabar mines which were very valuable; and the hon. member for Carnarvon would no doubt have something to say about tin. As for dealing with the matter in another Bill, he would point out that the present Bill dealt with land about to be acquired, not with land that had gone.

The PREMIER said that if the hon. member pressed his amendment he should propose to exclude other minerals than gold.

The HON. SIR T. MCILWRAITH said that of course many hon. members had not thought it worth while to discuss the question. The hon. member for Gympie seemed to think that whatever was taken out of the pockets of the land-owners would go into the pockets of the working miners. There never was a greater mistake. If there had been a Mining on Private Property Act always in Queensland, the miners would not have been worth sixpence more than they were now. The money would go into the pockets of the mine-owners.

Mr. SMYTH said that, as he was not getting any support, he should withdraw the amendment. It did not speak well for hon. members who represented mining districts that they did not support it.

Mr. ANNEAR said he thought that, after the remarks of the leader of the Opposition, the hon. member should be satisfied. To say that he was not getting any support was not true. The Premier had stated that he was agreeable to insert a clause including gold only, and that was a concession which ought to satisfy the hon. member for Gympie for the present at any rate. The Bill was not to be a revolutionary measure in a way; but it would be revolutionary if they included all minerals on private property. If he had a selection at Kilkivan he should object to any man going on it to mine for either coal, silver, or copper. He thought the hon. member had taken the matter rather too much to heart.

The ATTORNEY-GENERAL said that both he and his hon. colleague (Mr. Lissner) were as much interested in the welfare of the miners as the hon. member for Gympie; but he thought that, out of respect to the mining industry which was quite as important as the hon. member had described, it would be unfair to deal with such a vital question in the way the hon. member proposed. It was a question of sufficient importance to be dealt with by special legislation. As far as he was personally concerned he certainly did not intend that the interests of the mining industry should be neglected; but a matter of such great importance should be dealt with in a comprehensive way.

Amendment, by leave, withdrawn.

The PREMIER moved a new clause as follows:—

> All Crown grants issued under this Act shall contain a reservation of all gold under the land comprised therein.

Mr. SMYTH said he thought silver should also be included; because gold and silver were always found together.

Mr. FOXTON said that if, as the hon. member said, they could not get gold without getting silver, the lessee or owner of the property would be entitled to receive the proceeds of the silver obtained by the person mining for gold. If he got the gold, and also got the silver at the same time, surely he was entitled to the proceeds of both.

Mr. ISAMBERT said he thought the clause should provide for all minerals found associated with gold.

Mr. SMYTH said that, at Gympie, for every £1,000 worth of gold they got £40 worth of silver, for which they got about 4s. an ounce. The more galena they got in the stone the more silver they got.

The HON. SIR T. MCILWRAITH said if it were intended for the Crown to reserve silver, it was a different question altogether from that put by the hon. member for Gympie, because that hon. gentleman urged that as silver was found associated with gold, the clause would be inoperative, because they would not be able to take out the gold without the silver also. That was not the case, because gold was gold whether found with silver or not. It was called gold, and was technically known as gold,

and was gold according to the Bill. Had the hon. member for Gympie read "Shylock," and was he frightened they were going to crucify a man because he took a little blood with the flesh?

Clause put and passed.

On new clause to follow clause 104, as follows:—

It shall not be lawful for a lessee under Part III. of this Act, or for a lessee of a grazing farm under Part IV. of this Act, to cut down or destroy, except for the purpose of his holding, any trees upon the holding without the permission of the commissioner, or to ringbark any trees upon the holding without the like permission.

A lessee desiring such permission shall apply for it in writing in the prescribed form, specifying the portion of the holding in respect of which he desires the permission. The commissioner shall thereupon inquire into the matter, and may refuse such permission or may grant it upon such conditions (if any) as he thinks fit.

Any such lessee who cuts down or destroys any tree upon his holding, except for the purposes of the holding, without the permission of the commissioner, or contrary to the conditions of the permission, or who ringbarks any tree upon the holding without the like permission, or contrary to the conditions thereof, shall be liable to a penalty of not less than one shilling, and not more than ten shillings, for every tree cut down, destroyed, or ringbarked.

Mr. DONALDSON said he was aware that the penalties under the clause were like those imposed in New South Wales, but he thought that the penalties were really very heavy in the cases of those people who, not being acquainted with provisions of that kind, had ringbarked. Suppose a selector were to ringbark 500 or 1,000 trees, it would not be possible to fine him less than 1s. a tree, which would amount to a considerable sum? He would rather see a lump-sum penalty, with a fair minimum and a fair maximum. He did not attach very much importance to the clause, but in a colony like this, where they were not aware of those penalties, it was quite possible a man might unconsciously make a mistake, and the bench had no discretion but to fine the man not less than 1s. per tree. The penalty was too much. Suppose a man thought he might have a right to ringbark on his grazing land, and he ringbarked half of it without having got the necessary permission, he might incur a penalty of £400 or £500. If the penalty were, say, not less than £5 or £10, or not more than £100, he thought that would be fair to the selector. He still wished to have a check against persons ringbarking, but it was possible that some persons might unconsciously make a mistake and be liable to heavy penalties.

The MINISTER FOR LANDS said there was no doubt it would be a hardship if a man ringbarked half-a-dozen trees without knowing what penalties he was liable to; but they must presume that men who took up land in that way knew the laws of the country under which they worked, and knew what penalties they were liable to. If it was really desired to prevent the destruction of timber, and that timber should be preserved, it was just as well that there should be a penalty attached to the clause.

Mr. JORDAN said it seemed to him that the penalties were somewhat excessive, and perhaps the Minister for Lands would accept a compromise. A penalty of 10s. for each tree was excessive. Perhaps the Minister for Lands would accept an amendment to fix the penalty at 10s. an acre instead of 10s. a tree.

Mr. FOOTE said he confessed he did not like the clause. It appeared to be adding far too much restriction to parties who took up land. They professed to give people the land; and they were supposed to use it and deal with it in any way with the exception of being able to transfer it in fee-simple. Now, by that clause they placed a very great restriction on them. He held that the person who held the land ought to know best what he was to do with it. It might be that some parties might select land, and might put a sawmill on it. The object of their selecting the land might be to cut down the timber, and to saw it and send it to market, and he did not see why they should not be allowed to do so. Under the existing Act there was a great deal of land that had been taken up simply for the purpose of selling the timber that was upon it, and he did not see why they should not deal with them in the same manner under that clause. In the previous clause they had allowed lessees so much for ringbarking, and they were required to get the permission of the board or the commissioner to be allowed to ringbark, but he really thought the penalties in question were by far too great a restriction. It was tying them down on all points. They should soon come to the question of saying that a man should only raise sheep or raise cows; and that he should do this and that with his land. He held that the selector should have as much right to the land under his lease—or should have it, if it was to be of any value to him—as if he had it in fee-simple. Of course, it reverted to the Crown on the expiration of the term of the lease, but he really thought they were legislating too much. They were drawing the lines by far too hard, and too tight, and too fast, and he thought there should be a greater limit given. He hoped the clause would not be passed.

The PREMIER said the hon. gentleman had forgotten that the clause only applied to the grazier. He did not think it right that a man should take up a selection at 5s. an acre, and pay 6d. a year rent, and sell the timber off it. It might be a good speculation for the selector, but it would be a bad one for the country. That had been done, they knew. People had taken up selections at 5s. an acre, paying rent at the rate of 6d. per acre per annum, and after holding them for two or three years, and taking off all the timber they wanted, had thrown them up. That was a scandalous abuse, and should be put a stop to. There must be some restriction against cutting timber and selling it, and it must operate in a summary way, without the expense and inconvenience of setting the Attorney-General in motion. As to the amount of the penalty, that was the same as had been lately adopted in New South Wales. There would be no objection to a man cutting down timber which he wanted for building or other such purposes, but he must not cut down timber to sell it. If he wanted to go in for promiscuous ringbarking, or cutting down and selling timber, he must get permission. As to whether 1s. or 10s. should be the penalty was a matter entirely of detail. He thought it ought to be such a penalty as would prevent breaches of the law. They could not afford to have the forests destroyed. What the consequences might be when they were destroyed they did not know, but they could conjecture, from what they saw and knew of treeless countries, and of the climate in the treeless portions of Australia at the present time.

Mr. NORTON said he did not think much was known about the effect of destroying timber; he certainly did not know a man in the colony who knew much about it. He thought the principle of the clause was a good one; but where the harm might come in would be in cases where men took up selections and did not know what the law was. It would be rather hard on a man who unwittingly broke the law in that respect, that he should have to pay 1s. for each tree.

There should be some power given for the imposition of a nominal fine where the circumstances seemed to justify it.

Mr. JORDAN said he believed that destroying timber amounted almost to a crime in this colony. There were some people who never saw a beautiful tree without wishing to destroy it. They were now providing for pastoral occupation on a large scale by small capitalists, and it was very important to provide against the power they would have of destroying timber.

The HON. SIR T. MCILWRAITH said he was much more concerned about the maximum than the minimum. He thought 10s. was too little.

Mr. DONALDSON said he had no objection to the clause, except with regard to the penalties. He thought the penalty might be too high for persons acting in ignorance. He would rather see it fixed at not less than £10, and not more than £100 or even £500; but he had not the slightest desire to move any amendment. He had merely stated his objection.

Mr. BAILEY said he saw one other source of danger in the clause. If a man had a quantity of timber on his selection he might make a verbal arrangement allowing some other person to cut it, ostensibly without the knowledge of the lessee. The timber men were very shrewd; and if they wanted timber they would find a way of getting it. How would the clause work in that case? They could not punish the selector for what there was no way of proving he knew anything about.

Clause put and passed.

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

ADJOURNMENT.

The PREMIER, in moving the adjournment of the House, said the Land Bill would be proceeded with to-morrow. He regretted that the maps, showing the proposed alteration in the boundary of the schedule, had not been completed; he had expected them to be in the Chamber that morning; but some delay had taken place in the Lands Office. He thought hon. members were aware of the change in the schedule; practically, the Grey Range would be the western boundary.

The HON. SIR T. MCILWRAITH: Will the alterations be on the same map?

The PREMIER: Yes, in a different colour so as to show the change. Down to the south-western corner the western boundary was practically the same, but following the boundary of the runs. From there downwards, the Grey Range was the boundary.

The House adjourned at twenty-two minutes to 11 o'clock.