Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

THURSDAY, 6 NOVEMBER 1884

Electronic reproduction of original hardcopy

LEGISLATIVE ASSEMBLY.

Thursday, 6 *November*, 1884.

Question without Notice.—Crown Lands Bill—adoption of report.—Crown Lands Bill—recommittal.—Supply. —Adjournment.

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

QUESTION WITHOUT NOTICE.

Mr. NORTON said: I wish to ask the hon. Colonial Treasurer—without notice, and if he has no objection—if he has found any more reports or papers in connection with the apparent light at the entrance to Port Curtis. I am sure there should be some.

The COLONIAL TREASURER (Hon. J. R. Dickson) said: I have been unable to find any further correspondence on the subject of the Port Curtis Light, beyond what has been laid on the table of the House; but Captain Heath has made a report since which is chiefly confirmatory of the views expressed in the former report, and referring to the heavy expense of procuring a more powerful light. Beyond that, I cannot find traces of any further correspondence in the office.

CROWN LANDS BILL—ADOPTION OF REPORT.

On the motion of the MINISTER FOR LANDS (Hon. C. B. Dutton), this Order of the Day was discharged from the paper.

CROWN LANDS BILL—RECOMMITTAL.

On the motion of the MINISTER FOR LANDS, the Speaker left the chair, and the House resolved itself into a Committee of the Whole for the purpose of reconsidering clauses 3 and 4, a new clause to follow clause 15, subsection 3 of clause 16, new paragraph to follow paragraph 2 of clause 36, new clause to follow clause 40, add to paragraph 3 of clause 53, amend subsection 4 of clause 54, and clauses 57, 111, and 119.

On clause 3, as follows:—

"This Act, except when otherwise expressly provided, commences and takes effect on and after the first day of January, one thousand eight hundred and eighty-five, which date is hereinafter referred to as the commencement of this Act."

The MINISTER FOR LANDS moved that the word "January" in the 2nd line be omitted, with a view of inserting the word "March." By that amendment a sufficient extension of time would be given to enable preparations to be made for bringing the Act into force.

The HON. SIR T. McILWRAITH asked what clauses the proposed amendment would particularly affect?

The PREMIER (Hon. S. W. Griffith) said it would affect the commencement of the whole Bill, with the exception of two clauses, which would come into operation immediately on the passing of the Bill. Those were clauses 6 and 11. The board might be constituted as soon as the Bill passed, and the provisions about pre-emptions would also come into operation then. With those exceptions, the operation of the whole of the Bill would be postponed until March.

The HON. SIR T. McILWRAITH asked, with reference to clause 25, relating to existing pastoral leases being brought under the Bill, if the time mentioned in that clause was put forward two months?

The PREMIER: Yes.

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

On clause 4—"Interpretation"—

The MINISTER FOR LANDS said that in that clause he proposed to insert after the interpretation of the term "commissioner," as used in the Bill, the interpretation of "land agent," who had certain duties to perform under the Bill. The interpretation he proposed to insert was as follows:—

"'Land Agent'—The land agent appointed under the provisions of this Act for the district in which the land in question is situated."

The HON. SIR T. McILWRAITH said the amendment was certainly consistent with the phraseology of the interpretation of the term "commissioner"; but why use the extraordinary language—"the district in which the land in question is situated"? Why not give the definition of "commissioner" as "the land commissioner appointed under the provisions of this Act for any district," and of "land agent" as "the land agent appointed under the provisions of this Act for any district"? He did not see any reason at all for the phraseology—"the district in which the land in question is situated." There was no land in question that he could see.

The PREMIER said the duties of the commissioner were to be discharged in reference to a particular piece of land. The "land agent" meant the land agent for the district proclaimed

under the provisions of the Bill in which the land to be dealt with was situated, and in respect to which he had duties to perform.

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

The MINISTER FOR LANDS moved that the following new clause be inserted after clause 15 :—

The board shall hear and determine all such questions connected with the administration of this Act as may be referred to them by the Governor in Council for determination.

Mr. NORTON asked what was the object of that clause, and how would it work in the event of the board disagreeing?

The PREMIER said that certain duties were imposed on the board by the provisions already passed, but there might easily be cases not specifically defined which it might be desirable to have referred to them for determination; and the new clause gave a general power to the Governor in Council to refer such cases to the board. A subsequent clause provided that if the board were unable to agree upon any question it should be referred to the Minister for decision; and that provision applied to everything, whether it was a question of appeal, or inquiry, or the confirmation of a decision, or any other matter referred to the board.

Question put and passed.

On clause 16, as follows :—

"For the purposes of any inquiry or appeal held by or made to the board, they shall have power to summon any person as a witness and examine him upon oath, and for such purpose shall have such and the same powers as the Supreme Court or a judge thereof.

"Any party to any such inquiry or appeal may be represented by his counsel, attorney, or agent.

"Every such inquiry and appeal shall be heard and determined, and the decision thereon shall be pronounced in open court.

"The board may make such order as they think fit as to the costs of any inquiry, appeal, or dispute, heard and determined by them. Any such order may be made an order of the Supreme Court and enforced accordingly."

The PREMIER moved the insertion of the words "may, and if required by either party," after the word "appeal" in the 3rd paragraph, and said he suggested on the previous evening, when notifying the amendments it was intended to make in the Bill, that there might be cases in which the parties would not desire them to be heard in open court, because if they were heard in open court somebody must be present to argue the matter, and it might be very inconvenient for the parties to attend themselves, and they might not care to appoint an agent. They might be content to leave it to the board to read their written statements and decide on them. It was therefore proposed to make it optional instead of imperative to hear a matter in open court. The amendment would make the clause read in this way :—

"Every such inquiry and appeal may, and if required by either party shall, be heard and determined, and the decision thereon shall be pronounced in open court."

That could not deprive anybody of any right, for either party might insist upon having the matter heard in open court.

The HON. SIR T. MCILWRAITH said there was some discussion on that clause when it was under the consideration of the Committee before. In ninety-nine cases out of a hundred the Government would be one party and a selector the other, and that amendment would place an immense power in the hands of the Government, because they might say in many cases that they should be heard and determined in secret instead of in open court.

The PREMIER: No; the other way.

The HON. SIR T. MCILWRAITH: No; any party may give notice,

The PREMIER: If he wants it heard in open court.

The HON. SIR T. MCILWRAITH said the clause provided that "every such inquiry and appeal may, and if required by either party shall, be heard and determined" in open court; so that if no party required the case to be heard and determined in open court the board might hear it in secret.

The PREMIER: Yes.

The HON. SIR T. MCILWRAITH said that it was a very great power to place in the hands of the board. Why should not every inquiry and appeal be heard in open court? He did not see that it made any difference in the cost.

The PREMIER said he thought he indicated very clearly the object of the amendment. Suppose it was a case of assessment of rent that the board had to determine. The commissioner would send in his valuation and the party would send in his. As the clause now stood, the party who objected to the commissioner's valuation must attend in the board's court, either personally or by his agent, for the purpose of disputing or arguing the matter. Of course he might stop away if he liked, but in that case decision might be given against him. But in some instances the parties might prefer to make their remonstrance in writing, and let the board determine the matter on their written statements. For example, in case of compensation, the parties might not desire to have the matter heard in open court. They might say, "Here is our evidence in writing; we send it all down to you, and are quite prepared to allow you to read these statements and determine the question without hearing the matter in open court." Such a course would save the parties a great deal of expense and trouble, in many cases in which the parties were living at a distance up the country. But if either party thought it desirable that the inquiry should be held in open court, then it must be held publicly.

The HON. SIR T. MCILWRAITH: How is it more expensive to have a matter decided in open court?

The PREMIER said, because a party would, as he had already stated, have to attend the court or the case might go against him. If, for instance, the board had to hear an appeal, and nobody appeared, then the appeal would be dismissed. Why should the parties not be allowed to appeal on a matter which could be determined by declarations without attending the court? If the parties wished it, why should the matter not be decided in that way? Why should they not have that option?

The HON. SIR T. MCILWRAITH: Why should not declarations be received in open court?

The PREMIER said there was no reason at all why they should not; but why should not parties be allowed to save themselves the expense of having someone to represent them in open court?

The HON. SIR T. MCILWRAITH said the hon. gentleman and he looked at the question from very different points of view. The Premier only took into consideration the interests of two parties; but there was another party to be taken into consideration for whom the clause was specially framed—he referred to the public. Nobody should have the right of going to the board and saying that he preferred his case to be tried in secret. That should certainly not be allowed, and everything ought to be done in public. The fact that the public knew what was going on constituted the value of the court; and so far from the contesting parties having a right to claim that the case should be tried in secret, the public should have the right

to claim that everything be done in open court. He did not understand how the decision being given in open court would be more expensive than if it was given by the board sitting in their office.

The PREMIER said, as the clause stood, every determination of the board upon questions of compensation and rent would have to be pronounced in open court. They were in fact a board of arbitrators. The amendment was moved with the object of saving expense and trouble to the parties who might come before the board. He thought that on the whole it would be a beneficial amendment and a relief in many cases. That was the only object with which it was proposed. As a general rule he agreed that the decision should be given in open court, but it might be a relief to the individuals concerned if the amendment proposed was agreed to.

The HON. SIR T. McILWRAITH said, if the board could decide that a case could be tried secretly, the object of the existence of the court was destroyed. He wanted to see the board forced to give their decisions in open court. Of course the commissioners appointed by the present Government would be perfectly immaculate men, but their successors might not be so pure. The claimant and the commissioner might, in that case, be found on one side, and of course they would decide to hear the case inside the office instead of in open court. Hon. gentlemen must see that there were three parties to be considered—the Government, the selector, and the public. It was only right that the public should see where their money was going to when the decisions were being pronounced, and he thought the amendment was most objectionable. As to the saving of expense, he did not understand why there should be any difference, but they could easily find a remedy for that if it was found too expensive to decide cases before the public.

The PREMIER said he would point out that a great many of the cases determined by the judges of the Supreme Court were not determined in open court. The greater part of the judge's work was done in chambers, so that it was not a very extraordinary thing to entrust an official with the power of doing his work in private. If the amendment was not considered in the interests of the individual he did not care to press it.

Mr. SCOTT asked if it was intended that, in addition to the case being tried in secret, the decision should be given in secret?

The PREMIER said the clause would have to be further amended to meet the point raised by the hon. member, but he would withdraw the amendment altogether.

Amendment, by leave, withdrawn.

The MINISTER FOR LANDS moved that the following subsection be inserted after the 2nd paragraph in clause 36:—

> If two or more applications are made at the same time, the right of priority shall be determined by lot in the prescribed manner.

That would meet cases in which selections might have been forfeited, re-surveyed, and thrown open to selection. The Government might divide a forfeited selection into several parts, and there might be three or four applicants for the same piece of land. In a case of that kind the applications would be decided by lot.

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

The MINISTER FOR LANDS proposed the following new clause, to follow clause 40:—

> With respect to land which, before the passing of this Act, had been proclaimed open for selection or for sale by auction under the provisions of the Crown Lands Alienation Act, or any Act thereby repealed, and as to which it is practicable to divide the land into lots without actual survey, and to indicate the position of such lots by means of maps or plans, and by reference to known or marked boundaries or starting points, the following provisions shall have effect:—
>
> 1. The Governor in Council, on the recommendation of the board, may suspend the operation of so much of the last preceding section as requires the land to be actually surveyed and marked on the ground before it is proclaimed open for selection, and may require the Surveyor-General to divide the land into lots, and to indicate the position of such lots on proper maps or plans;
> 2. The land may thereupon be proclaimed open for selection in the same manner as if it had been surveyed, and the delineation of the lots on the maps or plans shall be deemed to be a survey thereof, and the lots shall be deemed to be surveyed lots for the purposes of this part of the Act.
> 3. The powers conferred by this section may be exercised at any time within two years after the commencement of this Act, but not afterwards.

The clause would meet any difficulty that might arise under the clause providing that land should be surveyed before being open to selection. He had pointed out at the time that clause was passed that there would necessarily be a good deal of delay before the land could be surveyed and thrown open. Many difficulties might arise, such as the scarcity of surveyors and the necessary preparations that would have to be made. Although he was quite convinced of the value of having survey before selection, he had anticipated that much trouble would be caused through delays of various kinds. The public, not understanding the difficulties which might be in the way of the Survey Department, would naturally become impatient, and the clause now proposed would be an improvement in many respects. To do that it was proposed to insert the new clause, by which the Government would have the power to throw open such land as they could get a fair general knowledge of, indicating the different points on the map, and enabling them to divide the land into lots suitable for selection. In that way the difficulties or delays that might occur under the Bill would be averted. There was a great deal of good land now open for selection, and consequently that would be available, and where there was sufficient knowledge to enable the Survey Department to divide it into suitable lots, it would be dealt with quickly; but, with respect to land under lease, some delay would necessarily occur—possibly six months—before it could be dealt with. As soon, however, as a general knowledge of the country was obtained—sufficient, at any rate, to enable the department to indicate it on the maps—it would be divided into suitable lots for selection. It was proposed that the clause should remain in force for two years from the time of the Act coming into operation. That would give the Government ample power to deal with any difficulty that might arise, as well as any delay in carrying out survey before selection.

The HON. SIR T. McILWRAITH said there was no doubt that the strongest objection taken to clause 40 was the delay that would occur before the new system of survey before selection could be carried out; and he believed the Committee were quite prepared to give facilities to the Government to do away with that objection. It was proposed to remedy the defect by that new clause. The Minister for Lands had said nothing about the amount of land that was to be thrown open for selection in a short time. Of course, if the clause was passed, no more land would be thrown open for selection. The Government did not want to take the power to throw land open so as to deal with it. The clause said that "with respect to land which, before the passing of this Act, had been proclaimed

open for selection." Of course the Government might throw open 40,000,000 acres to-morrow; but there was no intention, he supposed, on the part of the Government to throw open any more?

The MINISTER FOR LANDS: No, certainly not.

The HON. SIR T. MCILWRAITH asked whether much land had been thrown open lately?

The MINISTER FOR LANDS: A very small quantity.

The HON. SIR T. MCILWRAITH said that of course it was understood that no proclamation throwing land open for selection would be issued after the passing of that clause?

The MINISTER FOR LANDS: No.

The HON. SIR T. MCILWRAITH said he would like to know how much land was open for selection at the present time in the various districts. Perhaps the hon. gentleman could tell as near as possible without giving the exact figures. If they knew that, they could see exactly the part it would have in making provision for selection before survey.

The MINISTER FOR LANDS said there were now 20,965,000 acres open for selection in different districts, but a great deal of that was land of very little value to the selector. The area open for selection on 1st January, 1884, was 21,143,800 acres, and since then 525,000 acres more had been thrown open. The area withdrawn from selection during that time was 177,760 acres, which included the area temporarily reserved for railway purposes. The area selected since the 1st January, 1884, was 524,468 acres; so that now, as he had said, there were 20,965,000 acres open.

The HON. SIR T. MCILWRAITH: Can you give the different districts?

The MINISTER FOR LANDS said the report for the year issued from the Lands Office would give the exact quantity open for selection in the different districts. The figures he had given were only an approximate estimate; but they were a very fair approximation of the actual quantity. In round numbers, there were 20,000,000 acres open; but the greater part of that land was under pastoral lease, and rent was being paid on it by the different pastoral holders. The quantities not under pastoral lease in the northern portion of the colony were considerable. In Normanton there was 18,000 square miles; Cooktown, 13,000 square miles; Port Douglas, 1,400 square miles; and in Cairns 1,124 square miles. There was a very considerable area, at all events, open, but whether it represented land available to selectors was another question. Perhaps not more than one-fourth would be really available for selection.

Mr. BLACK said he had no doubt that, under clause 40 as originally passed, a great deal of delay would undoubtedly have occurred in selection. Of course it would take the department a considerable time before they could get a staff properly organised, but he was afraid, even with that proposed amendment, there would be very considerable delay. He would like the Minister for Lands to explain what would be the probable cost of selection in the immediate future, and how selectors were to get on to the land. He assumed, first of all, that up to the 1st March the existing Land Act would remain in force, and that conditional and homestead selection would continue under the old Act up to the 1st March. Was he right?

The MINISTER FOR LANDS: Yes.

Mr. BLACK: After that time, what would be the course of selection to adopt? If surveys were going to be made in the office without a surveyor going on to the land, it would be a very unsatisfactory way indeed. They knew the inconvenience that frequently took place where selections had been taken up on the map, which would happen in this case if the Government proposed mapping under the clause as follows:—

"The Governor in Council, on the recommendation of the board, may suspend the operation of so much of the last preceding section as requires the land to be actually surveyed and marked on the ground before it is proclaimed open for selection."

He thought the Government first of all intended to proclaim a certain district open for selection. Well, then they "may require the Surveyor-General to divide the land into lots." Now, if it was not going to be survey on the ground, he assumed it was going to be done in the office, and that selectors who wished to take up land would have to go to the office and take their chance. They could not go on to the land, in all probability, to identify the lot; and it would be like a lottery at the land office. He did not think it was a system which was likely to give facilities for selection. He thought, with all due deference to the Minister for Lands, if the operations of the existing Act had been continued until the surveys were ready, it would have been a far preferable plan, and far more satisfactory to the selector. He thought that the conditional selection part of the present Act had given fairly good satisfaction. The Minister might, if he thought fit, withdraw certain areas from selection in the meantime, and have them surveyed; but he thought it would have been better if the existing arrangement, as far as agricultural areas were concerned, had been continued until the surveys were ready; otherwise he failed to see how a selector would know the land he had selected. They were not going to put in pegs on the ground. The Surveyor-General, in his office, would draw up a plan, and cut it into squares, indiscriminately, without any reference to the natural features of the country, with the exception, of course, of creeks. Where those creeks were well defined it would be so arranged that they should form one side of the selection; but it would be impossible to lay down rules to apply to all the natural features of the country. He knew the inconvenience that existed in many parts of the North in consequence of the hard-and-fast rule having been laid down that a main road a chain wide, was to go round every 640-acre selection. The roads went up and down over mountains, and were made in the most impracticable places. It entailed very heavy expense on the divisional boards, having to make roads in places where, with slight deviations, they could have got round the side of mountains, and have made a practicable road and have avoided very heavy expense. He would like the Minister for Lands to explain what amount of land might be reasonably expected to be open for selection by the 1st March, and whether he thought the point he had raised as to letting the existing Act be in force until the new Act could be brought into force would not possibly be more satisfactory? He thought the clause would cause much delay in selection, and he was certain it would give rise to an immense amount of dissatisfaction. The amount of land in the northern districts that was open for selection in 1881 was given in a return dated the 29th September, 1881, where the portion in each district north of Rockhampton thus open for selection was given. To begin with—there was north of Rockhampton 14,065,100 acres. That was included in the red line which was proposed to extend thirty miles from the coast. There was, then, 14,065,100 acres open for selection, besides which there was 832,000 acres selected at that

time, and he did not think there had been much more than half-a-million acres selected since; so that the land which would be probably available for agricultural settlement north of Rockhampton would probably be 13,233,100 acres, if that thirty-mile line from the coast was still adhered to.

The MINISTER FOR LANDS said the very large figures that the hon. gentleman had just quoted represented the extent of country open for selection north of Rockhampton; but, as the hon. gentleman knew very well, very few new selections were being taken up. A very large proportion of it was utterly unavailable for selection, and it was no more available to them now than it would be if it was in New Guinea or in Egypt. Not one man in a hundred could make any use of it at all except for grazing purposes, and selectors did not take up land for grazing purposes beyond the chief centres of population. The hon. gentleman wanted to know the quantity of land likely to be available for selection by the 1st March. Well, he did not think that any land would be available by the 1st March, and the country be marked on the map; it would take some time after the Bill became law to deal with. It might be open at that time, if the lands now available for selection were dealt with and thrown open for selection. Possibly it might be done when the Bill became law. The quantity of land available for selection was not very great except in the north of the colony, where it represented very little value indeed. The only question was, whether the clause which was now proposed would give facilities to open up land sooner than it would be without it. He thought there could be little question of that, and the alternative proposition of the hon. gentleman, that the provisions of the Act of 1876 should be continued until the surveys were ready, was objectionable, and particularly objectionable under that Bill. The object here was to define the boundaries as nearly as could be done, before the selectors went on the land. The hon. gentleman said the selectors would be at a great disadvantage by going on to the land and being confined within certain boundaries, and, if there had been many selections made before them, they had not much chance of getting good land. The object of the clause was to divide the land in such a way as to fairly cut it up and give a fair advantage to each lot—not to allow one man to pick the choice spots out of it as was done under the present Act, and make a great deal of the surrounding land actually valueless. The Surveyor-General would be able to apportion it in such a way as to give fair value to all. That would be, to a certain extent, provided by that clause, assuming, of course, that the land open under it and plotted on a map would be done or recommended by some person with a personal knowledge of the country so dealt with. It would be more easily and quickly done in that way than by actual regular survey; because, as no doubt the hon. gentleman knew, anybody with a fair personal knowledge of a piece of country—a run, for instance—could cut it up in such a way as to give fair value to each lot. He felt sure the hon. gentleman could do that, and he was quite certain he could do it himself, not with absolute accuracy, but so as to fairly apportion the natural advantages of that part of the country. The object of the clause was to give the Government power to deal in that way with land, in cases where they could obtain a knowledge of it from the inspection of some competent person.

Mr. BLACK said the hon. gentleman was quite right from a pastoral point of view. Anyone acquainted with the country could cut up a run into 10,000, 15,000, or 20,000 acre blocsk with a certain amount of accuracy, but he had been referring especially to agricultural areas, where the lots would contain from 160 acres upwards. He defied any man, no matter how well informed, to sit down in his office with the map, and cut it up into lots of that size so as to give fair value to each; and the hardship would be that the selector would not be able, without a great deal of trouble, to identify on the ground a piece of land he had seen on the map in the office. The agricultural selector, especially if he only wanted a small piece of land, had an undoubted right to get a good piece; it was all nonsense to say that he should take the good and bad together. The plan the hon. gentleman proposed would be the very best way to enable a man, who went to the trouble of exploring and working out on the ground the selections he had seen defined on the map, to pick out all the good ones. He would not take the bad ones; and the Government might clearly understand that, if they were going to have survey before selection, they must survey six or eight times the amount of land likely to be selected. The selector was not likely to be compelled to take whatever piece of land the Government wished him to take. A far better way to satisfy the selector would be to let him go on the land and take what he thought would best suit his purpose. It was not to the advantage of the selector to have bad land, and it was assuredly not for the benefit of the country. The principle of cutting up the land in the office would never work satisfactorily, no matter how good might be the advice the Government would get; and in very few cases where the land was cut into small pieces would the selector be able to identify the piece he had selected without an immense amount of trouble.

The MINISTER FOR LANDS said he did not anticipate any difficulty in meeting all the requirements of small agricultural settlement by survey itself; the only difficulty would be with regard to the larger areas. The hon. gentleman had said that surveyed lands were not desirable, but he maintained they were. Since he had been in office some very choice pieces of country had been surveyed, and then thrown open to selection. They were surveyed with fair judgment, so as to apportion the good land amongst all the lots; and the result was that there had been five applications for every lot. Survey before selection in those cases had secured to the State a fair return for all the land, good and bad, and they had not the choice spots picked out and the rest left utterly valueless. In almost every case of that kind the effect was that the land was readily taken up; whereas, in other cases, a man who came after two or three others had had the start of him generally found that the greater proportion of the land open to him was very little good, and went away disgusted. He would repeat that the new clause was chiefly applicable to grazing areas; the smaller areas would be dealt with by survey before selection.

Mr. NORTON said he foresaw a great difficulty in working the clause. He could understand how the divisions would be made and the boundaries plotted on a map in the office, but who on earth was to know where the boundary was if it were not marked on the ground? It would lead to endless disputes and misunderstandings. There was one point he would like the hon. Minister for Lands to explain. Take the case of a run, a portion of which had been selected. After the Act came into force the lessee had six months to decide whether he would come under the Act or not, and in the meantime the run was all open to selection. Perhaps he might wait till the end of

the six months before asking to come under the Act, and then how was the run to be divided? Was all that land that had been taken up during the six months after the 1st of March, to be included in the run?

The MINISTER FOR LANDS: Yes.

Mr. NORTON: Then it simply limited the division of the run in such a form that the land open to selection must be the resumed half under the new Act. Would the present homestead areas be open for selection too? There were some runs the whole of which had been resumed for homesteads; and there was no provision now made for homestead selections being made separate; and even if there were, it did not follow that the present homestead areas would be homestead areas under the new Act. In some cases the whole of runs would be subject to selection after the 1st March, so that when the subdivision was made, and the lessee was asked to come under the new Act, there would be a great deal of contention on account of the selection that had taken place in the meantime.

Mr. PALMER said he wanted some information regarding the 18,000 square miles in the Burke district, and the 14,000 square miles in the Cook district, which the Minister for Lands said would be thrown open to selection after the Bill became law. Many of the runs in those two areas were quite unknown to the department; and he would ask whether they were to be thrown open as grazing farms or agricultural areas? There were a great many difficulties in connection with such country, as a great deal of it was not available for selection, a large amount consisting of mangrove creeks and swamps and desert ridges. He thought the half of 18,000 square miles would be nearer the mark. At the same time there were places where grazing farms might be sought after; and if the Minister for Lands could give any information as to how much of that large quantity would be available for selection, it would be interesting, not only to him, but perhaps to other members of the Committee.

The MINISTER FOR LANDS said no doubt sufficient land for all possible requirements would be thrown open by the board, though a great deal of that to which the hon. member had referred would be totally unused for a great number of years. With regard to the remarks of the hon. member for Port Curtis, who contended that delay must occur from the process of dividing runs, he might inform the hon. gentleman that delays of that kind could not be provided against. They were inevitable in the change from the present land laws to the system laid down in the Bill. All that could be done was to have as little delay as possible.

Mr. NORTON: Will selection go on in the meantime?

The MINISTER FOR LANDS said it would go on under the present law until the 1st March, when the new Act would come into operation; and then only in districts where land was available for selection, consistent with the terms of the new Act.

Mr. NORTON said the hon. gentleman did not appear to have followed him in his remarks on the difficulty he foresaw. When the Bill became law, the pastoral lessee would have the option of retaining his present lease, or of bringing his run under the provisions of the new Act; and he had six months to consider the matter. If he chose the latter alternative his run would be divided, and he would receive a lease of one-half for ten years. But if he wished to consider for a month or two, after the Bill became law, whether he would come under its provisions or not, selection might go on all the time on one-half of the run, and the whole of that half might be taken up. Then when the division was made there might be nothing left for which the runholder could get a lease. His only chance would be to put his application in as soon as the Bill became law, if he wished to save any of his country at all.

The PREMIER said that difficulties must necessarily arise when substituting a new system for an old one, but that alluded to by the hon. member was not so great after all. In the first place, all the runs in the settled districts were well known. They had been occupied for many years, and the commissioner would be able before the 1st March to give the Lands Department very full information respecting them. He would be able to indicate pretty clearly where the division of a run would take place, in the event of application being made. He believed that, in ninety cases out of a hundred, application would be made to divide the run; and the division would be made by the board on the recommendation of the commissioner. Probably, anybody who knew the country would be able to say — not precisely where the boundary was, but which part of a run would be in the leased half, and which part in the resumed half. It would be to the interests of the lessees, in what used to be called the settled districts, to avail themselves of the provisions of the Act as quickly as possible; otherwise they would be liable to selection all over their runs, as at present. The difficulty would be got over to the extent that land would be available for settlement until survey was possible, and that was the only thing the Government could do.

Mr. NORTON said that, as the difficulty related more particularly to those runs which were now open to selection, the only thing left to the lessee was to decide at once whether they would come under the Act or not.

The PREMIER: It is the most sensible thing to do.

Mr. NORTON: But if they did not avail themselves of it until the Bill became law it might be of no use to them at all.

Mr. MIDGLEY said the Committee had distinctly expressed its opinion on the subject of survey before selection; and no doubt the acceptance of that principle would result in some degree of difficulty to the Lands Department. However that might be, he thought the proposal contained in the 3rd subsection of the new clause —to continue the present state of things with regard to surveys for a period of two years—was too long. It simply meant that the existing system would be continued between two and three years longer; and it ought not to take all that time to put into operation the wishes of the Committee on that subject. He would prefer to see the period reduced to one year; and that, he believed, would be acceptable to the majority of hon. members. The land now thrown open for selection comprised some of the best lands in the colony, and it was desirable that they should be disposed of in the best way—which the Committee had decided to be survey before selection. He would commend the suggestion he had made—as to reducing the period from two years to one year—to the consideration of the Government.

The MINISTER FOR LANDS said that, after the opinion expressed over and over again by the Government with regard to survey before selection, the Committee might be satisfied that they would do everything possible to carry out that principle. The clause was proposed to enable the Government to get over

certain difficulties—difficulties which the public would be very impatient about, because they would not understand the amount of work to be arranged for in order to meet all the requirements of survey before selection. In some parts of the colony, and especially in the far northern portions, it was almost impossible that the land could be surveyed fast enough to keep pace with the requirements of the public for settlement; and two years was not too long a time to overcome that difficulty. If one, two, or three men wished to settle in a far northern district it would not be fair to exclude them, and yet it would be hardly possible, during the first year or two, to send a surveyor to survey the land for them; and to survey five or six times as much land as was likely to be taken up meant the expenditure of a great deal of money on which there would be no return within a reasonable time. In the southern portion of the colony no doubt a year would be ample; but at the other extremity of it two years would not be too much. The clause would only be availed of where it was otherwise impossible to keep pace with the demands of settlement.

Mr. GRIMES said his fear was that if the new clause were inserted the department would not think it necessary to push on with surveys as fast as they would if the Bill remained as it was. The advantages of survey before selection were so great, both to the State and to the selector, that he felt almost afraid to support the proposed new clause. There was no doubt, as remarked by the hon. member for Mackay, that the clause would not work in agricultural areas, where it was necessary that each selection should have a fair share of good land, and where it was necessary to provide suitable roads. On grazing areas there was not the same necessity for good roads, as they would not be so thickly populated. He was afraid the clause would tend to delay survey, and should like to see the time reduced to one year.

The PREMIER said the Government might fairly ask to be trusted to that extent. The clause did not apply to any land acquired under the Bill, but only to land already open to selection, most of which for many years past might have been taken up without any survey at all. It did not even extend to the whole of that, but only to such parts of it as could be laid off on a map without actual survey. The Government would not be able to send surveyors all over the colony at once. In many parts there would be a demand for settlement before it was possible to survey, and it was absolutely necessary that selection should not be delayed. Two years was not too long a time to ask for under the circumstances. He should be glad if surveys could be so organised as to start within six months, but they could not command surveyors by simply saying that they wanted them. Not as many surveyors might be procurable as were required; but, however that might be, it was important not to stop selection.

Mr. BLACK said he was certain the clause would mislead selectors, by inducing them to believe that they could take up land in the old method, which they would not be able to do in a satisfactory way. It was much easier, as the Premier knew, to say, "We want surveyors," than to engage them. Even under the present system, where a man was allowed to select his land before survey, he had known cases where, for two, three, and even four years, selectors had been unable to get their land surveyed. What would be the condition of things under the proposed clause? The Surveyor-General would sit in his office, and cut up a block of land into squares or oblongs. How on earth was the selector to know where his land was?

The PREMIER: Have you read the clause?

Mr. BLACK said he had read the clause, and that would be the effect of it. The Government would not be able to get surveyors even to show a selector where his land was located which he had taken up for fifty years. The hon. the Minister for Lands had talked about a selection up north, and said that if only two or three selections were made in one locality the department would not be able to send a surveyor up. His (Mr. Black's) objection to the clause applied with much greater force so far as that country was concerned. A large portion of it was composed of scrub land and mountain ranges—land that particularly required to be surveyed before selection. It would be more difficult to mark upon a map land up there that was suitable for agricultural settlement than in any other part of the colony. He looked upon the two years' extension as a perfect fraud upon the selector. It was not going to give him land at all. The Minister for Lands would have done far better if he had accepted his (Mr. Black's) proposal to allow the present system of selection before survey to continue until he was ready with his surveyors. He was sure that the Treasury would benefit by it.

Mr. MACFARLANE said he would like to ask the Minister for Lands, would it not be better to exempt agricultural lands from the clause altogether, and make it apply to only grazing areas? The great difficulty, as pointed out by the hon. member for Mackay, would be in marking out selections in agricultural areas. That difficulty would not be felt with regard to large areas; and if the clause were made to apply to large areas only it might meet the case.

The MINISTER FOR LANDS said it would be only in very rare cases that the power conferred by the clause would be availed of in agricultural areas; and he thought the Government might be trusted to deal with such cases as they thought necessary or desirable under the circumstances. He should very much prefer that all agricultural land was surveyed before selection; but there might occasionally be a case where there was a small area of land that was particularly well known, and it would be an expensive matter to send a surveyor out at any special time; and such a case might be dealt with as the clause provided. There were numerous cases in the southern parts of the colony where there were small portions of land lying between different selections that were sufficiently well known to enable the Survey Department to divide them fairly; and it was to provide for cases of that kind that the clause was specially intended.

Mr. BLACK said he would be quite prepared to trust the sincerity of the Government if he thought they had got any well-digested scheme or proposal to submit to the Committee; but for the Surveyor-General, sitting in his office, to mark off agricultural selections on a map, was so outrageous to his mind that he did not think the Government ought to be trusted in the matter at all. The Minister for Lands, he believed, knew perfectly well how to cut up a run into grazing areas—he gave the hon. gentleman full credit for that; but he maintained that he had not the experience—he did not think he had had it practically, and certainly by his utterances he had shown that he had no definite knowledge of what the requirements of an agricultural area were. He (Mr. Black) was therefore not prepared to trust the good intentions of the Government, because at the present time they had no practical scheme to lay before

the Committee as to how agricultural settlement was to continue after the 1st March, without surveys having been made.

The PREMIER said the clause only applied to those portions of land already proclaimed open to selection, which it was practicable to divide into lots without actual survey, and to indicate the position of such lots by means of maps or plans, and by reference to known or marked boundaries or starting points. If there was no known or marked boundary or starting point the thing could not be done; the clause would not come into operation, and consequently could not take effect. With regard to the dense scrubs of the northern portion of the colony, of course the clause could not apply in cases of that kind; and if the hon. member would remember, for once, that there were other portions of the colony besides the North, he would be aware that there were many places in the southern districts where there were small pieces of land adjoining other selections—between different selections—lots that had been forfeited or offered at auction and not sold, that might be dealt with under the clause. That was the class of lands to which it was intended to apply. The hon. gentleman had referred to lands that would not be affected by the clause at all; and then asked, triumphantly, how the clause was going to work with respect to them. It simply would not work at all in respect of such lands; it was not framed to deal with them in any way.

Mr. BLACK said, how then did the hon. gentleman intend to deal with the portions of land he (Mr. Black) had referred to?

The PREMIER: By survey.

Mr. BLACK: He was quite prepared to admit there were two parts of the colony—North and South. It was a thing he had often pointed out, and had urged that it would be better for the Government, in legislating, to consider the varied conditions of both parts; but instead of that their legislation was entirely in the interests of the southern portion. He quite agreed with the hon. gentleman that the Northern scrub lands could not be laid down on maps by the Surveyor-General in his office, and what was he going to do with them?

The PREMIER: Survey them.

Mr. BLACK: The Minister for Lands had pointed out that it would be one or two years before the land could be surveyed by the survey staff.

The MINISTER FOR LANDS: Not at all.

Mr. BLACK: The hon. gentleman did not intend to send the survey staff up north, and how was the work to be done? It had been impossible up to the present time to get surveys carried out, and he could see now that the effect would be—he did not say it was the intention of the Government—but the effect would be that settlement in the North would be brought to a standstill for twelve or eighteen months at the very least. That was inevitable.

The MINISTER FOR LANDS said the hon. gentleman had stated that nothing in the way of surveys would be done under the Bill for about two years. That was a perfectly gratuitous assumption. Why did he assume anything of the kind? He (the Minister for Lands) was prepared to admit that the delays that had arisen were great; but they would not be so great under the new system as under the old, because, when men took up land five, ten, or twenty miles from each other, a surveyor could not be sent out to survey each selection. And it was not desirable that selections should be taken up in that way. It was not settlement, but merely securing the land for other purposes—picking up spots here and there, as had been done to a considerable extent up north. The clause would avert mischief of that kind. It would admit of selections being taken up close to each other, and the land could be settled upon at once. The clause was only intended as an alternative to be applied in places where, owing to special circumstances, it was not possible to get land surveyed in time for selection; so that people might settle upon it at once and it might be surveyed afterwards.

Mr. PALMER said one difficulty he saw in the operation of the clause was this; which would illustrate the point raised by the hon. member for Mackay: The selector of a grazing farm was compelled to fence within three years; his great anxiety would be to put up a boundary fence, and when the land came to be surveyed he might have to pull his fence down again if the Minister for Lands carried the Act out strictly. That difficulty had occurred to him; but he rose more particularly to ask the Minister for Lands a question respecting the occupation licenses he was going to give to precede selection in the unsettled districts. It would be necessary for anyone taking up one of those licenses to fence and improve his holding. The hon. gentleman had told them of 18,000 miles and 14,000 miles in two districts—32,000 miles—that had never been held under lease. In the case of occupation licenses some improvements were necessary for holding the country, such as fencing. Would those improvements be considered?

Mr. BLACK said the Minister for Lands had before referred to people picking out the eyes of the country. He believed he referred specially to the northern portion of the colony, and he also believed that he was specially referring to those who took up sugar lands. On one occasion, when he (Mr. Black) was not present, the hon. gentleman used pretty strong language on that subject. It was as well to understand what had been done, because if anything had been done against the law it was the duty of the Minister for Lands to punish those who had offended. Those who had taken up sugar lands had done more to develop the agricultural industry than probably any other class, and they had developed it to very good purposes. It was just as well, now they were on the subject, that the Committee should understand what the agriculture of Queensland really consisted of. He had taken the trouble to take an extract from some statistics recently laid upon the table of the House, by which it appeared that, in the year 1877, there were 8,444 acres under wheat. Six years later, in 1883, there were only 9,879 acres—a very slight increase in wheat. With regard to maize, in May, 1877, there were 44,718 acres under maize, and in 1883, 56,463 acres—not a very great increase considering the great increase in the population which had settled in the southern part of the colony. When they came to sugar-cane, they found that, whereas there were only 15,220 acres under cane in 1877, in 1883 there were 47,897 acres—a greater increase in acreage than in the whole of the rest of the agriculture of Queensland together. Considering that that industry had made such progress during those six years, it showed that those who had gone in for it had done so in a thoroughly *bonâ fide* manner, and ought not to be so frequently denounced as having picked out the eyes of the country. If they had, they had put it to some very good use; and he thought that the more agriculture, as a whole, was encouraged in the colony of Queensland the better it would be for the country, and certainly better for the Government in power for the time being.

Mr. GRIMES said the hon. gentleman's remarks would have had more force if he had given them the proportion in the increase of sugar to the amount of land that had been selected as sugar land. It was probable that ten times the amount of land had been selected for that purpose, as the increase in sugar would represent.

The HON. SIR T. McILWRAITH said he knew the Minister for Lands had been paying a good deal of attention to the amount of selection that had been going on in the different districts lately, and it would be interesting to know the amount and character of the selection that had been going on, as showing the public feeling with regard to the Bill at present before them. Had any stimulus been given to selection, or had selection slackened off? Had the statistics of the department, while the Bill had been under discussion, shown anything with regard to its effect upon the public mind? He had heard a great deal about selection going on on a large scale in some districts, and he had heard that contradicted. But the Minister for Lands, who had got all those figures at his fingers' ends, could give the information at once.

The MINISTER FOR LANDS said he did not happen to have the figures at his fingers' ends, so that he could not speak definitely. There was not a very great difference in the quantity of land that had been taken up during the last three months, as compared with the three months previous. In some districts it had increased, and in others it had not. The general results had not been very widely different from those of the previous twelve months.

Mr. PALMER said he had asked the Minister for Lands a question about the improvements upon land held under occupation licenses, and he had not received any answer.

The MINISTER FOR LANDS said he believed the hon. gentleman asked whether holders of occupation licenses were likely to put up improvements. He could not say; it was a matter for themselves to determine whether the land was worth the expenditure.

Mr. PALMER: There is no compensation given?

The MINISTER FOR LANDS: No.

Question put and passed.

The MINISTER FOR LANDS said there was an addition to paragraph 3 of clause 53, as follows:—

"Or to make the prescribed improvements upon any part of such whole area."

That provided that improvements that might be put upon one block, in the case of two or more contiguous selections, would suffice to cover the amount of improvements required to be put upon the whole area of the holding.

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

On clause 54—"Lease to issue"—

The MINISTER FOR LANDS said there was a correction to be made in the clause, in lines 1 and 3 of subsection *(f)* of the 4th subsection. The words "square mile" were used instead of the word "acre." He moved that the words "square mile" be omitted in each case with a view of inserting the word "acre.

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

On clause 57, as follows:—

"The restrictions hereinbefore imposed against any person holding a farm, or against any one person holding more than the prescribed area of land as a farm or farms, shall not apply to any person who shall become the lessee of any such farm or farms as the trustee of the estate of a previous lessee under the laws relating to the administration of the estates of insolvent persons, or as the executor or administrator of a deceased lessee."

The PREMIER said he proposed to insert after the word "persons," in the 6th line of the clause, the words "or as the trustee of a settlement made in consideration of marriage." There was, he thought, no reason why a married woman should not hold a selection for her own use; before, there was certainly no reason why a young woman holding one should not be allowed to keep it after she got married.

The HON. SIR T. McILWRAITH asked if the amendment was in view of any particular contingency?

The PREMIER said he had stated that it would apply to a case of a young woman who had a selection, and who married, if her husband also had a selection. According to the Bill he would not be able to keep both, and the amendment provided that the property could be settled on the wife.

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

On clause 111—"Ringbarking and destruction of timber forbidden except with commissioner's permission"—

The MINISTER FOR LANDS said there was an addition required in the clause. He proposed to insert after the words "(if any)," in the last line of the 2nd paragraph, the words "as may be prescribed, or, if no conditions are prescribed."

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

On clause 119, as follows:—

"A lessee exercising the right of depasturing on the resumed part of a run under Part III. of this Act, or a licensee under Part VI. of this Act, shall not be entitled to impound the horses or cattle (not being entire horses or bulls) of a selector of an agricultural farm found trespassing on the land which is subject to the right of depasturing or license to occupy, and within three years from the date of the selector's license, except in case of wilful trespass, or unless the selector depastures on his selection more horses or cattle than at the rate of one for every ten acres of the land comprised in the selection which is not so occupied as to be unavailable for depasturing such horses or cattle."

The PREMIER said his attention had been called that morning by an hon. gentleman opposite to what was clearly an omission in the clause. It did not deal with the case of a selector who was actually separated by a fence from his neighbour's land; but would allow, except in case of wilful trespass, the stock to get through the fence and graze upon the neighbour's land. The clause was intended to apply only to unfenced boundaries, and not to cases of stock going on the other side of a fence. To make the necessary alteration, the clause should read—after the word "farm" in the 5th line—

"found trespassing on any land which is subject to the right of depasturing or license to occupy, and is not separated from the selection by a sufficient fence," etc.

The amendment would not make any difference in the meaning of the clause, and it was clearly an omission that it had not been inserted. He moved that the word "the" before the word "land," on the 5th line of the clause, be omitted, with a view of inserting the word "any."

Amendment agreed to.

The PREMIER moved that the word "within" in the 6th line be omitted, with the view of inserting the following—"is not separated from the selection by a sufficient fence until after the expiration of."

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

On the motion of the MINISTER FOR LANDS, the CHAIRMAN left the chair, and reported the Bill to the House with further amendments.

The report was adopted.

The MINISTER FOR LANDS moved that the third reading of the Bill stand an Order of the Day for Tuesday next.

The HON. SIR T. MCILWRAITH: Will the Bill be reprinted and ready for the Upper House by that time?

The PREMIER: There will be no difficulty about that, because the Bill is reprinted now. The Printing Office is keeping ahead of the work. The Bill is all printed now, with the exception of the amendments made this afternoon.

Question put and passed.

SUPPLY.

The COLONIAL TREASURER moved that the Speaker leave the chair, and the House resolve itself into a Committee of the Whole to consider the Supply to be granted to Her Majesty.

The HON. SIR T. MCILWRAITH said: Mr. Speaker,—Before going into Committee of Supply I wish to call the attention of the House to two or three matters which the urgency of the Land Bill has precluded from being brought before the House sooner, and some of them are not inappropriate to the Land Bill which we have just passed. We have seen, during the long discussions we have had on the method of dealing with the lands of the colony, the summary way in which the pastoral lessees have been dealt with in many cases. I have now to direct the attention of the House to one case in which we see how a pastoral lessee, favoured by the Government, may meet with a fortune which certainly does not accrue to the class under the legislation of the other side. I refer to the case of Mr. P. F. Macdonald, a claim which was settled during the recess by the Government in a somewhat extraordinary fashion. It is extraordinary, because it is destitute of any precedent so far as I have been able to find in past times in this colony, and it is extraordinary also in being such a deviation from the course of procedure that has been laid down by the present Government in regard to dealing with this claim. I do not wish to go very much into the details of the original claim as it came before this House. Hon. members will remember that Mr. Macdonald made a claim against the Government for having ousted him from certain pastoral properties to which he said he had a right. I believe it was conceded that he actually had a right, and that he did not give up that right by leaving the blocks of country which he held. Before he became a member of the House he brought his claim before the courts of law, and got a verdict for over £17,000 at Rockhampton. At that time the Premier of the colony, now Chief Justice Lilley, was Mr. Macdonald's counsel, and of course he was then vice-president of the Executive Council, when the question was considered by the Cabinet. Mr. Macdonald received a verdict; but notwithstanding that, the impression of the public and the impression of the Ministry was so strong, and it was seen so clearly that that verdict was for such an exorbitant amount, that the Government over which Mr. Lilley presided declined to pay the sum that had been awarded; and on an appeal to the Supreme Court the judgment was set aside on technical grounds which I do not desire to go into now, so that Mr. Macdonald had no remedy. However, he came into Parliament in 1874 and sat opposite to the Government then in power—which was the same party as the present—and he got some of his friends to bring his claims before the House. The question was referred to a committee—a fair one, composed of members from both sides—and Mr. Miles, the present Minister for Works, was one of the members, and Mr. T. B. Stephens, a late Minister for Lands, another. The committee deliberated on the case, and everyone who looks at the constitution of the committee will see at once that it was by no means an unfair one. In fact, when we look at its constitution we are rather inclined to think that it had a favourable leaning towards any claim Mr. Macdonald would have. It consisted of Mr. Graham, the mover, Mr. Fitzgerald, Mr. T. B. Stephens, Mr. Foote, Mr. Miles, and Mr. Buzacott. Well, anyone would see from the constitution of that committee that it would not be expected that Mr. Macdonald would get an unfavourable or unjust verdict. After due deliberation they came to the conclusion that they would recommend the House to grant compensation to the extent of £6,000; but before they came to that conclusion, however, an amendment was moved by Mr. Stephens that only £5,000 be recommended. That amendment was lost; but I wish to draw the attention of the House to the one fact that Mr. Miles was one of those who voted for Mr. Stephens' motion that the £6,000 should be reduced to £5,000. Well, the report of the committee came before the House, and it was adopted without discussion on the motion of Mr. Buzacott, who intimated that he would go into the whole facts of the case when the House went into Committee of the Whole to consider the amount to be granted. Accordingly, the report was moved and adopted as a formal matter and without any discussion; the only member who spoke being Mr. Buzacott. But the important point is that the House adopted the report without committing itself to anything, and reserved its real decision until the matter was brought forward again, either in the shape of a formal motion or in the shape of an item on the Supplementary Estimates. It never came before the House again in the shape of a motion, but the Government put the amount of £6,000 on the Supplementary Estimates in 1874. Mr. Buzacott never required to bring forward a motion on the subject, but the Government took all the responsibility of putting the amount on the Estimates; and the reason for that was that Mr. Stephens, who was then Minister for Lands, having consented in the committee to a grant to the extent of £5,000 being made, the Government thought they were justified in putting that sum, at all events, on the Estimates, although they really fixed the amount at £6,000. Moreover, the item was rejected after discussion, and I remember very well the debate that took place on the question. I remember the facts most distinctly, although, I suppose, they were fresher in the memory of most hon. members then than they are now. Subsequently, in 1876, the Government again put the £6,000 on the Estimates; that was during Mr. Thorn's Government. But I must not forget to keep up the history of Mr. Macdonald during all this time. The House was divided in somewhat the same way as it is now; the party who call themselves the Liberals were sitting where they are now, and the other side opposite to them. Mr. Macdonald was sitting with the Opposition; but when he saw his claim getting a little shaky by the manner in which it was being advanced by his friends, and that it was taken up by the Liberals, who wanted votes—one of whom was Mr. Griffith, then an aspiring young Attorney-General—Mr. Macdonald gradually worked down the benches, and in 1876 he slid over to the other side, when his claim was put down on the Estimates for the second time. His conduct was so glaringly politically immoral that the House resented it. There was not a man in the House who did not resent the conduct of that man when he was sitting in Parliament in 1876. We sat up all night discussing the question, and the Government were so satisfied with the

debate on the subject that they withdrew the amount of £6,000 from the Estimates. The decision of the country was so apparent that they could do nothing else; the item was abandoned, and it has never been seen since. Mr. Macdonald's conduct was politically corrupt in the highest degree. I do not think you know him as well as I do, Mr. Speaker, although, while you do not say much, you have an intimate knowledge of the inner political life of most of us; but I may say this: that there never was a man to whom the expression of "blue-blooded Tory," applied by the hon. member for Townsville to the Minister for Lands, could be better applied than to Mr. Macdonald. The man was the most obstructive piece of old Toryism I ever saw. He had no notion of anything but that which concerned himself, and he did nothing else during the few years of his political life than endeavour to advance his own claims against the Government. He had no politics besides that, and, of course the rest of the matters that accrued with it. He called himself a member of the party which called itself the Liberal party, and when he graduated over to those benches he bloomed into as thorough a Liberal as ever there was. Not only that, but he got the respect and fear of the party; he got the control over it by means of the Press. He bought a Liberal paper, and he went in for the most extraordinary Liberal notions that have ever been promulgated in this House. He was acting, I believe, most of this time, under the shrewd advice of the present Premier; at all events he took his advice. In 1876 another point arose, and that was this: Although the House had decided as clearly as possible that it was not a right thing that the man should be given £6,000 for what were virtually political services—with a grievance at the bottom, I admit—yet the Attorney-General of the day managed, to a certain extent in defiance of Parliament, to give him an amount that Parliament had never been asked for. In that year Mr. Macdonald was granted the whole of the expenses to which he had been put in the previous lawsuits. You know, Mr. Speaker, that the House has before ignored the Rockhampton verdict of 1879, just as it ignored the verdict of 1869. The House has ignored that, and the country has ignored it too, notwithstanding that the Attorney-General found means to pay Mr. Macdonald's expenses by putting the amount on the Supplementary Estimates.

The PREMIER: It was not voted.

The HON. SIR T. MCILWRAITH: It was voted.

The PREMIER: It was put on, but the House was never asked to vote it.

The HON. SIR T. MCILWRAITH: Surely the hon. member does not intend to take refuge under such a despicable subterfuge as that! The amount was put on the Supplementary Estimates, and was voted by the House.

The PREMIER: No.

The HON. SIR T. MCILWRAITH: What does the hon. member mean?

The PREMIER: The money was paid under parliamentary authority without being voted.

The HON. SIR T. MCILWRAITH: It was on the ordinary Supplementary Estimates in the year 1877, and was voted on the motion of the Colonial Treasurer that £2,165 be granted for the claim of P. Macdonald.

The PREMIER: That is a question of fact.

The HON. SIR T. MCILWRAITH: I know it was voted, because I had a good deal to say before it was voted. If the hon. gentleman will turn to page 123 of the "Votes and Proceedings" of 1877 he will find that the Treasurer proposed, in the Supplementary Estimates, "Taxed costs, Macdonald *v.* Tully, £2,165 17s. 7d.," which was voted by the House.

The PREMIER: No.

The HON. SIR T. MCILWRAITH: What is the use of the hon. gentleman ejaculating "No"? I say it was, and the vote was registered in the House. I know what the hon. member is driving at. He wishes to establish the fact that he followed exactly the same course that he has done at the present time. He has taken care that we do not vote the amount on the Estimates, because he has put it in Schedule B. I have brought the matter down to 1876. The hon. member found means by which he paid the law costs to which Mr. Macdonald had been put, although he was not able to find means to pay the actual amount of the verdict itself. I have already referred to the political services of Mr. Macdonald, and to the changed aspect in which the other side viewed the claim put forward by him. In 1879 he went to law again and got a verdict in the court at Rockhampton for £13,000. But the Government of the day took no notice of that, because they regarded that verdict just in the same way as they regarded the verdict of 1869. It was looked upon as one of the most preposterous cases that had ever been brought forward, considering the amount of money Mr. Macdonald claimed. It was also well known that the Government were not in such a position in 1879 to meet the action as they would have been had he brought it five or six years sooner, which he really ought to have done and was encouraged to do. The position of the Government was that the witnesses upon whom they relied to prove their case could not be brought forward. Mr. Macdonald had chosen the proper time for himself to bring his claim forward, because then the witnesses who could prove matters of fact when the advanced claim had not been made by him were out of the way. At all events, he got a verdict for £13,000. The late Government did not pay that amount, but it has been paid by the present Government, with these additions:—The amount of the verdict was £13,700. In addition to that, the Government paid Mr. Macdonald the interest on that at 8 per cent. from the date of the claim, amounting to £3,955. They also paid the taxed costs, £3,472, and the interest on the taxed costs from the time of the lawsuit until the time it was paid, £769. That gives a total payment of £21,903. Besides that there had previously been paid by the Government of the day, in 1877, a sum of £2,166 as costs, making a total payment to Mr. Macdonald of about £24,069. But that was not all. There was the amount of costs the Government had to pay for themselves in connection with the actions—an amount up to a certain date, the details of which I have never been able to get. At all events, the actual lawyers' expenses paid by the Government were £1,995. There is, therefore, a certain payment of £26,064 to Mr. Macdonald and the Government lawyers up to the present time on this miserable claim. I have shown that the cost to the country at the present time of this case of Mr. Macdonald's has been £26,064, not including certain legal expenses, the amount of which I have not been able to find, and which have accrued since the trial at Rockhampton in 1879. I have taken for that trial the amount of £954; but I am given to understand that some amounts have been paid since, which I cannot find in the return. The total amount has been £26,064; and out of that amount Mr. Macdonald has received for his claim £24,069, the balance going to pay the lawyers who were engaged on behalf of the Crown. Now, I think hon. members who have followed me — and

especially those who remember the circumstances of the case, and the career of Mr. Macdonald in this House—will acknowledge that this is a great waste of the public funds in paying a claim for which there was originally very little foundation. Going back, I acknowledge that Mr. Macdonald was harshly treated by the Government departments; but if we consider the kind of lease which he held, and the way in which those leases have been treated since by this House and by the other House, we shall see at once that the damages that were given to him by the jury, both in the trial at Rockhampton in 1869, and also in 1879, were excessive. That they were felt to be excessive is the real reason why no Government has paid the claim until the present Government got into office. I have explained that the verdict in 1869 was got in Rockhampton; Chief Justice Lilley, then the Premier, being the advocate for the claimant. One would have thought that the claim would then have been settled, but it was not settled, and for this plain reason: that even Mr. Macdonald's counsel never dreamt that he was entitled to any such sum as was awarded to him by the jury. It was admitted—I forget the date, but it is an historical fact—that that was the reason why the Lilley Government did not pay the claim. The amount awarded was excessive, and we can easily understand the circumstances under which a verdict of that sort would be given. The Government, as a rule, comes off second-best in a case of this sort when it goes to a jury; while we, on the other hand, can look more dispassionately at all the circumstances of the case. It was said that, as Mr. Macdonald brought his claim ten years afterwards, in 1879, and recovered £13,000, we should then have acknowledged the claim and paid it. To that there are two answers. In the first place, the same reason that operated to make the verdict excessive in 1869 existed in 1879—that is, that the judges refused to remove the trial from Rockhampton to some other place where a more dispassionate verdict might be expected. It was a local verdict in both cases, and it was a verdict against the Crown. That it was felt to be excessive I have shown by the action of the Government. That it was known to be excessive, I need only prove by appealing to the experience of any man who was in this House when the claim was brought up in 1874. Even Mr. Macdonald's best friends never thought of asking more than £6,000. The Cabinet, at that time, after full consideration of the matter, decided that they could not go beyond £5,000, the amount advocated by the present Minister for Works (Mr. Miles). Mr. Griffith, who was then a prominent member on the Government side of the House, admitted that the extent of damages suffered by Mr. Macdonald amounted to nothing like the £17,000 that had been granted by the jury. Now, there is another reason why we should look with the same reserve on this verdict given in 1879. The claim was advocated by Mr. Macdonald in a particular way. He could not get the money he wanted from the Government, or from either side of the House, on the verdict of 1869; so he became a politician, and worked every possible means in his power for the purpose of inducing hon. members on both sides of the House to grant his claim. In one way or another, all the time that was lost—the ten years which elapsed between 1869 and 1879—was due entirely to Mr. Macdonald. He chose to tread the miry ways of political recalcitrancy in order to further the success of his claim. He lost that time, and it served him in two ways: first, he got the appeal to the court at Rockhampton the second time; and, in the next place, the witnesses on whom the Government could depend for the rebuttal of his case had gone, and they were not in a position to put the case as it might have been put had it been tried earlier. Anyone who remembers the bad season of 1869 will see at once that compensation to the extent of £20,000 for a newly formed station that held 20,000 sheep at that time must have been preposterously excessive. The whole station at that time could have been bought for about a third part of that sum. I know a station in the Maranoa district which was sold at that time for 6s. 8d. a head; but Mr. Macdonald was actually awarded damages at the rate of £1 a head for all the stock on his station, although he had the liberty of taking off every head of stock, and all the improvements. The fault, then, lay entirely with Mr. Macdonald, and, therefore, he has no claim to our sympathy on the ground of this being a long-standing claim that ought to be adjusted. I say the peculiarity of this case makes it one which should have been dealt with by this House. Each successive Government has always felt that a verdict obtained as these verdicts were could not possibly be just, and that it was obviously the constitutional duty of the Government, at all events, to ask the opinion of the House before they granted any such money to Mr. Macdonald. I need not say that, had Mr. Macdonald been a man who had not committed himself in politics in the extraordinary way he did—had he been on the other side—I have not the slightest doubt that his claim would have remained unpaid, so far as the present Government are concerned. I speak without the slightest particle of political animosity. I was a member of the Government when the committee sat on the claim. As a member of that Government I opposed the payment of anything like £5,000, because I thought, from a most careful investigation of the subject, that £1,000 would have been perfectly sufficient. I opposed it then, and I opposed it at every subsequent stage; so that my opposition cannot be said to arise from any political action taken by Mr. Macdonald since. Now, an interjection has been made by the Premier that in 1877, when the Government took the extraordinary action of refusing to put on the Estimates the amount of his claim, they, at the same time, paid him all the costs of his action against the Government—£2,166; and that then they did it without asking the sanction of Parliament. From my examination of the books, I find that it was put on the Supplementary Estimates. The debates at that time were reported to a very limited extent, and each vote was not given in detail, so I cannot find whether that vote was actually submitted for the approval of the House; but it was printed in the Supplementary Estimates, No. 3, of that year. In the discussion on it, Sir Arthur Palmer (then Mr. Palmer) expressed himself to the following effect:—

> "He (Mr. Palmer) had papers in his possession in Mr. Macdonald's own writing which showed that at the time that he brought the action he knew very well that the 4,000 lambs had been destroyed by his own superintendent to save their mothers' lives. He would show those papers to the Attorney-General, if that gentleman liked to see them. And yet the Government allowed judgment to go almost by default, and were now going to pay £2,165 17s. 7d. If Mr. Macdonald had not been a supporter of the Government, would he ever have got even the odd sevenpence?"

Now, that was not only urged by Sir Arthur Palmer, then a member of the Opposition, but in almost as terse language by the then Treasurer, Mr. Hemmant.

The PREMIER: Mr. Hemmant was not Colonial Treasurer at that time.

The HON. SIR T. MCILWRAITH: At any rate, when the claim was before the House in a

previous year, Mr. Hemmant distinguished himself by laughingly admitting that it was the warbling of Mr. Macdonald that led to the money being placed on the Estimates. That was apparent to every one in the House at the time, and could not be denied. It may be said that if there is a claim against the Government registered in the Supreme Court they ought to pay the same as a private individual; but I say that this is taken out of the category of those claims. It was a claim that had been so much contested—the House itself knowing so much more than the particulars put before any court, and the Government having repeatedly put it on the Estimates and asked for a decision of the House—that to deal with it constitutionally it ought to have been submitted to the House before being paid by the Government. But in paying this money the Government did not even take the precaution they did in 1877, when they paid the costs, amounting to £2,166. That sum was put on the Supplementary Estimates, and submitted to Parliament; but here no one would have known that it appeared in Schedule D, of the amounts that would be submitted to Parliament, unless they had got that information from the Treasury, or until the Auditor-General's report came out. When the Auditor-General's report came out, though I was aware of the fact that it had been paid before, and that it was in the schedule, still I am quite sure that it was not known to many hon. members. And that it ought to have been submitted to this House is certainly the opinion of the Auditor-General, as given in his report. In enumerating the sums paid under special appropriations, that officer says—and I may say that they are fearfully excessive compared with those paid by the previous Government—he says:—

"In addition to the unauthorised expenditure referred to in paragraph 4, the following sums, in excess of those included in Schedule D to the Estimates-in-Chief, have been paid by order of the Executive."

One of these is the amount paid to Mr. Macdonald; and the Auditor-General explains in a foot-note that it was paid "under Act 20 Vic., No. 15 (now repealed)." That was repealed in 1866, and how the Government had authority, under an Act repealed eighteen years ago, to pay a sum of that kind, I cannot understand. I say, sir, without the slightest fear of my argument being overturned, that this amount has been paid to Mr. Macdonald wrongly, that it has been paid out of the money of the taxpayers of the colony, when that money ought to have remained in the Treasury, and that the money would never have been paid except for the political services rendered by Mr. Macdonald to his party. And it is time the country understood how the money entrusted to the Government is being wasted in paying for the political services of men who have aided their party. I will now come to another case, sir, which I think will be clearly seen to be one of ministerial maladministration, and, I may say, of ministerial corruption. I refer to the way in which the claim of Messrs. Annear and Company has been settled by the present Government. This claim was made by the contractors for two sections of the Maryborough and Gympie Railway. The same parties were contractors for both sections. They finished the first, rendered their final account, got the final certificate, and gave the Government a clear acquittance for that section. The second section had not got that stage when certain matters were disputed. At last, in November, 1882, they rendered their claim to the Government for the amount of £26,580 9s. 6d. Now, this included a large number of claims in regard to No. 1 section, which had been finally settled; the balance being claims on No. 2 section, which had not been finally settled. That claim was duly forwarded to the Chief Engineer's office for the report of the engineers who had carried on the works for which Annear and Company had been the contractors. I may say that this claim, put in by Annear and Company first in November, 1882, had been resisted by the Government up to the 2nd January, 1884, when it was urged again by a letter of that date to the Hon. W. Miles, Minister for Works. I will read that letter:—

"We have the honour to address you with reference to the action brought by us against the Commissioner for Railways in connection with our claims against him in connection with the contracts for the 1st and 2nd sections of the Maryborough and Gympie Railway.

"We enclose you a copy of the statement of claim in that action, and of the particulars of our claim, which have not been allowed by the Engineer-in-Chief, and to which we conceive ourselves justly entitled. In this opinion we are strongly fortified by professional engineering opinion, the particulars of which we will be happy to lay before you without reserve should you think proper to act upon the suggestion we now propose to make.

"The action came before the Supreme Court in Brisbane upon demurrer to our statement of claim, when it was decided that we could not go behind the decision of Mr. Stanley nor question his action legally.

"Against this decision we have obtained leave to appeal, and we have complied with the conditions as to giving security for costs.

"Before, however, initiating the heavy expense that will have to be incurred by both sides in London, should the appeal proceed, we desire to suggest to you the desirability of having an investigation into our claims; and should you do so, and find that you can recommend the payment to us of a reasonable sum in settlement of our claim, we will be prepared to meet favourably any action that you may think it desirable to take thereupon.

"By our statement of claim you will perceive that we charge certain officers of the Chief Engineer's Department with gross and wilful default in the discharge of their duty. We think it is only necessary to call your attention to the absurd and ruinous loss of time and money caused by the sinking of the cylinder of the Antigua Bridge to a depth of from 8 feet to 19 feet 6 inches in solid green diorite rock, which had to be done by divers with chisels, under the arbitrary requirements of the Chief Engineer's Department—a work which we do not hesitate to say has been condemned as utterly useless by every competent engineer who has considered the matter—to show you that there is a strong *prima facie* case for inquiry. This work was imposed on us as an extra after the contract was undertaken, and it has caused us a loss of several thousands in the prosecution of the work itself, and in the delay in completion of the whole contract and extra maintenance. Amongst other items we would especially refer to the condemnation of some splendid gravel ballast easily obtainable, and our being compelled to take other ballast, which cost us more at the quarry than we were allowed for it by the schedule rates.

"We will be very glad indeed to avoid the delay and anxiety of an appeal to the Privy Council, and feel sure that if you will take the matter in hand and investigate it thoroughly you will find yourself justified in making such an arrangement for the liquidation of our claims as we can with justice to ourselves accept."

This letter, it will be seen, at once gives us to understand that there have been some verbal negotiations with the Government with respect to the claim. But I want to point out especially this portion of the letter:—

"By our statement of claim you will perceive that we charge certain officers of the Chief Engineer's Department with gross and wilful default in the discharge of their duty. We think it is only necessary to call your attention to the absurd and ruinous loss of time and money caused by the sinking of the cylinder of the Antigua Bridge to a depth of from 8 feet to 19 feet 6 inches in solid green diorite rock."

That is the principal reason given in this letter why a reconsideration of their claim should be made. As a matter of fact—as is admitted by the contractors afterwards—every penny that they had spent on that had been actually certified for and paid by the engineer. In the award of Mr. Wade they actually got nothing, but that is

a moot point to consider, and the only reason given by them was a reason that really did not exist, for these claims had been acknowledged and paid for by the Government. Whether Mr. Stanley, the Engineer-in-Chief, or whoever was responsible, had committed an error, as an engineer, in sinking those cylinders so deep as they actually were sunk, is a matter altogether outside the question. The question is, to what amount were the contractors actually entitled under their contract for the work done? And that work was paid for and acknowledged afterwards by the contractors to have been paid for. Then comes from the Government a reply to that letter. It is signed, "F. Curnow, Acting Commissioner for Railways," is dated, "Brisbane, 26th January, 1884," and reads as follows:—

"Commissioner for Railways' Office,
Brisbane, 26th January, 1884.

"GENTLEMEN,—I am desired to acknowledge receipt of your letter of the 2nd instant *re* your claim in connection with your contracts for the 1st and 2nd sections of the Maryborough and Gympie Railway, and, without prejudice to any future action which may be taken in the matter, to ask if you are willing to have the case remitted to arbitration; and if so, that you will be good enough to name an arbitrator who would act on your behalf, with one to be appointed by the Government, provided it is approved to consider your claims in the manner suggested.

"Awaiting the favour of your reply,
"I have, etc.,
"F. CURNOW,
"Acting Commissioner for Railways.
"Messrs. John T. Annear and Company, Brisbane."

I have a word to say with regard to the action taken by the Government here. Why the Government came to the conclusion to submit the matter to arbitration I do not know, for the contract is very clear as to the position which the Government holds in a contract of this kind. The contract was settled by Mr. Griffith. I do not know whether it was his work as a lawyer outside the department, or his work while acting as Minister for Works.

The PREMIER: While Attorney-General, and Acting Minister for Works.

The HON. SIR T. MCILWRAITH: I do not know whether it was done by the present Premier in his capacity as Minister for Works, or in his capacity as a lawyer consulted by the department, but I think I am right in saying that the contract was settled by him, and especially this clause in which he takes great pride:—

"Should any dispute arise as to the proper interpretation of the specifications, or as to what shall be considered carrying on the work in a proper and workmanlike manner, or as to the quality of the work or materials used, or as to the expenses of any additional work, or deduction from that specified, or as to any alteration which may be more or less expensive than the work specified, or as to any payments or claims in respect of the work or as to the proper maintenance of the works, or as to any other claim, matter, or thing connected with or in any way arising out of this contract directly or indirectly, whether professional or otherwise, the same shall be referred to the Chief Engineer, whose decision shall be final and binding on all parties, anything in law or equity to the contrary notwithstanding. And no action or suit shall be brought by the contractor against the Commissioner until the matters in dispute between them shall have been so referred to and decided by the Chief Engineer, and then only for such sum as he shall award in respect thereof. And the Commissioner shall not in any case be liable to pay any sum by way of damages or otherwise howsoever, to the contractor, in respect of any matter in dispute, until the amount thereof shall have been assessed and awarded by the Chief Engineer.'

The policy of a clause of that sort in a contract is a matter of opinion. The theory of the Government in making contracts of that kind is that the contractor looks after his own interests, that the district engineer looks after the Government's interests, and that if there is a dispute it should be referred to the Chief Engineer as final umpire. The immediate effect of a clause of that kind is that the Government pays actually in cash for its being in the contract; for when the contractor binds himself hand-and-foot to such a condition he adds on to his price accordingly. Every contractor who tenders under this clause knows the condition under which he tenders, and charges accordingly. The contractors—Annear and Company—knew the conditions under which they took up the contract, and there ought to have been some grave reason—such as corruption on the part of the Chief Engineer—before the Government should have been led to depart from the condition, for this reason: that it would give a contractor an advantage over every other man who tendered for a work. If, for instance, the Government called for tenders for a contract of this sort, and quietly intimated to any contractor that if any difficulty arose they would take it into consideration, he would be prepared to tender at a much lower price than another man to whom that favour had not been shown. Whatever be the policy of the clause, it gives a certain amount of assurance that the work shall be well done, and the responsibility of deciding upon that is left with the Engineer-in-Chief, behind whose back the contractors cannot go. But without any cause shown in this correspondence the Government depart from that, and suggest to the contractors that the matters in dispute should be submitted to arbitration. What were those matters in dispute? Accounts amounting to nearly £26,000 were handed in by the contractors; and would it be believed—it is not contradicted by the Minister for Works, or anyone—that the Engineer actually states that nearly £18,000 of that claim had never in any shape or form been submitted to him for adjudication? The Government had never been asked to pay this amount. The account was made out by the contractors, submitted to the Government, and an umpire appointed to sit upon it, before £18,000 of what was claimed had ever been submitted to the Engineer-in-Chief at all. Mr. Stanley's letter of the 2nd May shows this very clearly. On that date the Engineer-in-Chief made this remonstrance to the Commissioner for Railways:—

"MEMO. TO THE COMMISSIONER FOR RAILWAYS, BRISBANE.

"Referring to your memo. of the 28th ultimo, in which you advise me of Mr. W. B. Wade's appointment as 'Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding disputes and differences, etc., between contractors and Commissioner,' and to your B.C. memo. of yesterday, requesting me to furnish certain documents, etc., in respect to Messrs. Annear and Company's claim for Mr. Wade's information, I have the honour to draw your attention to the fact that the greater part of this claim, amounting to £17,415 5s., as per statement enclosed, was never submitted to me in my capacity as Chief Engineer, nor to Mr. Smith as Acting Chief Engineer, to adjudicate upon, and I therefore submit, for your consideration, whether such portion of the claim can be regarded as coming under the category of 'disputes between the contractors and the Commissioner.'"

Now, sir, to come back to the action of the Government. This proposal—that the contractors should appoint arbitrators—was made on the 29th January, and Annear and Company answered on the 30th, accepting the proposal, and appointing as arbitrator on their behalf Mr. John Sinclair, of Brisbane. Why that course was not agreed to—a course suggested by the Government, and acquiesced in by the contractors—is not at all apparent on the face of the correspondence, because the very next document to the letter announcing the acquiesence of Annear and Company is a telegram to the Premier of New South Wales signed "S. W. Griffith." You will notice, Mr. Speaker, that after this

the Premier, Mr. Griffith, stepped in and took the matter entirely out of the hands of the Minister for Works. With the exception of one little scrap signed "W.M." in the corner, he never appears on the scene again to the end of the chapter. Everything is signed by the Premier. This is the telegram :—

"TELEGRAM ADDRESSED TO THE HON. A. STUART, PREMIER, SYDNEY.

"Brisbane, 12th March, 1884.

"There is a dispute betwen railway contractors and Government engineers with respect to a railway contract here Dispute should be finally decided by the Chief Engineer but for various reasons his services are not available."

I submit, sir, that as Mr. Henry C. Stanley was in the bloom of health, and anxious and willing to do his duty, and had in fact constantly, by letter and otherwise, intimated to the Government his desire to do his duty in the matter—this is telling a quiet little fib to the Premier of the adjoining colony. It says that for various reasons the services of Mr. Stanley are not available. But, sir, not only were his services available, but the services of Mr. Smith were also available—legally available. The telegram goes on to say—

"You would confer a favour on this Government if you could spare an engineer of high standing from your Railway Department to act as chief engineer to decide this dispute Matter would probably take two or three weeks to dispose of I will leave remuneration to be decided by you.

"S. W. GRIFFITH."

Then there is a telegram from Mr. Stuart, dated March 21st—nine days afterwards—placing the services of Mr. Wade at the disposal of the Government. Then comes a copy of the "Minute of the Proceedings" of the Executive Council on 21st May, two months afterwards. What had been going on in the meantime there is nothing in writing to show. The Executive minute is as follows :—

"RAILWAYS: APPOINTMENT OF MR. W. B. WADE, ETC.

"His Excellency the Governor, at the instance of the Honourable the Secretary for Public Works and Mines, proposes to the Council that

W. B. WADE,

Chief Assistant Engineer, Railway Department, Sydney, be temporarily appointed Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding all disputes and differences between Messrs. J. T. Annear and Company, the contractors for the construction of the Maryborough Railway, and the Acting Commissioner for Railways.

"The Council advise as recommended.

"Approved.—(Signed) A. MUSGRAVE—21-3-84."

Then comes some correspondence with Mr. Wade which need not be quoted by me. The minute I have just read is a little out of place, because it is dated the 21st May, and Mr. Wade was evidently in Brisbane at the time. I do not know whether the date is a mistake or not, but I find that on the 29th April Mr. Curnow advises Mr. Wade to the following effect :—

"SIR,—I have the honour to inform you that His Excellency the Governor, with the advice of the Executive Council, has been pleased to appoint you temporarily to the position of Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding all disputes and differences between Messrs. J. T. Annear and Company, the contractors for the construction of the Maryborough Railway, and the Commissioner for Railways.

"I now beg to hand you all papers in connection with this case, and to ask if you will be good enough to favour me with your report at your convenience."

The PREMIER : It must be a mistake.

The HON. SIR T. MCILWRAITH : At all vents, there is no point upon that. I only read he appointment to show the character of the proceedings. Then we have a memo. from Mr. Curnow as follows :—

"Commissioner for Railways' Office,

"Brisbane, 28th April, 1884.

"MEMO.

"As desired by you in this office on 26th instant. I now enclose, for record in your office, copy of Executive Minute *re* the temporary appointment of Mr. W. B. Wade as Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding disputes and differences, etc., between contractors and commissioners.

"I may here state, in confirmation of what I told you on Saturday, the 26th instant, that, although unnecessary correspo d nce has been avoided, your department, represented by Mr. Annett, has been duly advised and consulted with *re* the above matter.

"The Chief Engineer, S.D., Brisbane.

"F. W. CURNOW,

"Acting Commissioner for Railways.

"Mr. Wade, I understand, left Sydney on Saturday last.—F.C."

This letter is quite unintelligible to me. It is addressed to "The Chief Engineer, S.D., Brisbane," and is dated April 28th, on which day Mr. Curnow advised the Chief Engineer that Mr. Wade had been appointed; and in reply Mr. Stanley writes this memo., part of which I have already read :—

"Department of Public Works,

"Railway Branch, Chief Engineer's Office,

"Brisbane, 2nd May, 1884.

"Memo to the Commissioner for Railways, Brisbane.

"Referring to your memo. of the 28th ultimo. in which you advise me of Mr. W. B. Wade's appointment as 'Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding disputes and differences, etc., between contractors and Commissioner,' and to your B.C. memo. of yesterday, requesting me to furnish certain documents, etc., in respect to Messrs. Annear and Co.'s claim, for Mr. Wade's information, I have the honour to draw your attention to the fact that the greater part of this claim, amounting to £17,415 5s., as per statement enclosed, was never submitted to n e in my capacity as Chief Engineer, nor to Mr. Smith as Acting Chief Engineer, to adjudicate upon, and I therefore submit, for your consideration, whether such portion of the claim can be regarded as coming under the category of 'disputes between the contractors and the Commissioner.'

"It will be observed that although Messrs. Annear and Company's claim, when first submitte d, was formally referred to the Acting Chief Engineer, Mr. J. T. Smith, for report, he was not called upon to decide the questions in terms of the 39th clause of the general conditions, I presume, on account of the contractors objecting to his acting in the capacity of Chief Engineer in deciding matters connected with the works upon which he was engaged as District Engineer, and that, as pointed out by Mr. Smith, some of the items comprised in the claim had already been finally decided by myself.

"With respect to the claims on No. 1 section, as to which Mr. Wade asks for information, I think it would be very desirable that his attention should be officially drawn to the fact that the final certificate in this case was signed by me, the vouchers for balance due thereon signed by the contractors, and the money actually paid before any protest was made by them."

Then here we have a memorandum that appears to have been sent from the Commissioner for Railways to himself. The printing of the papers is very bad, because this memo. is headed "Memorandum to Acting Commissioner for Railways," and is signed "F. C., Acting Commissioner for Railways," and we cannot suppose that Mr. Curnow would send a memorandum to himself. It is evidently a memo. sent by Mr. Wade asking for certain information. It is dated "Brisbane, 30th April," and says :—

"Will you be good enough to furnish me with the following documents or copies thereof."

After enumerating the documents it goes on to say :—

"I propose to get to Maryborough on Friday next to satisfy myself about the gravel ballast question, and should like to have someone with me who could point out the localities. I presume the contractors, or one of them, will accompany me, and there should, I think, be someone on the part of the Government,

"I think most of this information should be in the Chief Engineer's Office.

"Will the Chief Engineer, therefore, please produce papers and arrange for someone to accompany Mr. Wade over the Maryborough line: perhaps Mr. Depree, who I understand is in the district, would do."

Mr. Wade, who is no doubt a sensible man, and a man of great experience, writes to the Government actually suggesting to them what their duty is. He says, in effect:—"I am called upon to decide certain matters; surely you are going to send somebody with me who knows the details—somebody who has been superintending the work, and knows the facts of the case, and what is actually in dispute between the contractors and the Government." He asked that they should send an engineer with him who was acquainted with the work. He had been evidently ill-advised, because it appears from the rest of the correspondence that Mr. Depree was only on the works for a limited period, and would not have been the fittest man to have sent. But, sir, the Government actually satisfied their consciences by sending the contractors with Mr. Wade, and nobody to represent the Government. Of all the disgraceful proceedings in connection with this very questionable matter, that is certainly the worst. In reply to the requisition from Mr. Wade for particulars as to the claim, and what he had to see into, he writes on the 1st of May the following letter, part of which I have just read:—

"Referring to memorandum addressed to you by Mr. W. B. Wade, requesting to be furnished with certain information connected with Messrs. Annear and Company's claim, and stating his intention of proceeding to Maryborough to-morrow, for the purpose of satisfying himself *re* gravel ballast,—

"I have the honour to advise you that I will instruct Mr. Depree, who is at present in Maryborough, to accompany Mr. Wade over the line; but as his connection with the construction had ceased before the question of the gravel ballast arose, I fear he will be unable to point out the localities, or give evidence on that question.

"Mr. Thornloe Smith, who I understand is at present absent from the colony, is the only officer that can give reliable information upon most of the questions referred to by Mr. Wade, as he was District Engineer during the greater part of the time the works were in progress.

"The permanent-way inspectors are now severed from this department, namely—P. Minehan, having been transferred to Northern division, and H. Jackson, dismissed.

"As it is important in the interests of the Government that the several officers connected with the works at the time of construction should be present to give evidence before Mr. Wade on the different matters involved in Messrs. Annear and Company's claim, I would suggest the expediency of postponing the inquiry until they can be brought here for the purpose."

Will any sensible man on reading that not see at once that it was the duty of the Government at once to postpone the consideration of the matter? Here is a claim actually brought forward by Annear and Company, after they had received money for one section without protest—and put in something like eighteen months after the contract was finished. A term of eighteen months had expired, during which they had plenty of time to arrange about it; and they actually took the opportunity when the only men who could give evidence on behalf of the Government were abroad, and they hurried over the matter before the Government had the slightest opportunity of having their say in the matter. In reply to that, here is a letter which evidently settles the thing so far as the Government are concerned, to get a decision from Mr. Wade. It did not matter whether Mr. Thornloe Smith or anybody representing the Government was there or not:—

"In reply to memorandum of May 1st., from the Chief Engineer, I beg to state that it is quite impossible for me to await the arrival of Mr. T. Smith, as he is, I believe, in Melbourne at present; but if Mr. Depree can meet me at Maryborough it is possible he may be able to verify or otherwise the statements of contractors as to the locality of the gravel in question, and in other questions at issue: I believe the papers I have asked for will throw sufficient light on the matter to enable me to judge of the questions, for I find there are very few which depend on direct verbal evidence. I shall be very much obliged if the papers in question can be furnished to me at once."

The Government had plenty of means of fixing such a time as would be suitable to have their evidence put before Mr. Wade; but they neglected those opportunities. There was not the slightest endeavour made to find Mr. Smith, to hurry him up, or to postpone the inquiry until the time when his evidence could be taken. On the 8th May, Mr. Stanley wrote a very killing letter—a letter which is well worthy of the perusal of the House—on the claims actually put forward. But I do not want to take up the time of the House, so I will assume that some of the correspondence, at any rate, has been read by hon. members. I will refer to the last paragraph in that letter of the 8th of May, by Mr. Stanley:—

"Having heard that Mr. J. Thornloe Smith is expected to return to Brisbane to-day, I would suggest the desirability of that gentleman's evidence being taken by Mr. Wade, especially in connection with the ballast question, before the inquiry is closed."

Then there is a memorandum from Mr. J. T. Smith with regard to claims. The evidence was concluded; and Mr. Wade went back from Maryborough to Brisbane before Mr. Smith saw him. I believe myself that he did see him; but there is no evidence whatever of that in the documents I am quoting from now; and it is very plain that any interview he had with him could not have been of the value that it would have been if they had been on the works where the engineer could actually point out to the arbitrator what he had done and his reasons for having done so. In fact, the report that is given by Mr. Smith and Mr. Depree cannot well be supposed to have met the eyes of Mr. Wade at all, because the report of Mr. Depree, to which that of Mr. Smith is an addendum, is put in the same page, and no doubt was made on the same date. At all events, the date of the report of Mr. Depree and Mr. Smith is given here as the 21st May, whereas Mr. Wade actually forwarded his report and his decision on the disputes between the contractors and the Government, to Brisbane, on the 16th May, 1884. He had actually written his report and was on his way back when those two engineers, two most important men to give evidence, actually reported on the claim put forward, and gave weighty arguments against some of the decisions come to by Mr. Wade, and also gave information that ought decidedly to have been in his possession. Claim No. 9 was a very important claim, and was decided, I think wrongly, by Mr. Wade, in favour of the contractors. This is what Mr. Smith says:—

"In July, 1880, the contractors claimed that the first section of the line was ready for their term of maintenance to commence, and I was instructed to go to Maryborough and make an official examination for the purpose of determining whether that was the case or not. The result of that examination is contained in my report on the subject. It was very deficient in many respects.

"It was not until October following this report that I was instructed to take charge of the works; this was chiefly owing to the discovery of one of the most disgraceful and dangerous frauds which have ever been practised upon the Government by railway contractors, and for which these contractors were undoubtedly responsible. I mean the "*short piles*" investigation. This disclosed such a shameful state of things in connection with the contract that the department required to be rigidly careful in the examination of and passing the work of these men.

"The line was not in a condition to take over on the day of opening the line. August 6th, 1881; indeed, on September 20th, 1881, I went over No. 1 section with Mr. Oldham to point out to him several banks which were left in their original rough state. Oldham took notes of these, and *afterwards* sent men to make them complete.

"The correspondence will show on what particular day maintenance was determined to commence."

Now, in spite of that clear and succinct evidence upon this particular claim—claim 9—Mr. Wade has given a decision against the Government, because the Government managed to get in the evidence of the engineer of the line actually seven days after Mr. Wade had written his judgment on the whole matter in Sydney. There are some other points in this interesting case, and the first is a letter from Mr. Wade three days before his decision was given. He writes to the Acting Commissioner for Railways:—

"SIR,—I have the honour to acknowledge the receipt of your letter of April 29th, 1884, informing me that I had been temporarily appointed to the position of Chief Engineer on the above line for the purpose of inquiring into and deciding all disputes, etc., between the contractors and the Commissioner for Railways. I have now had an opportunity of hearing statements on both sides, and have had access to a number of papers on the subject from the office of the Chief Engineer, and I trust that I have been able to make myself thoroughly familiar with the several matters in dispute. I find that the case has been to a certain degree dealt with by the Supreme Court on the grounds of the general conditions of contract, and that an award respecting No. 1 contract has been made by the Chief Engineer strictly within the lines of the specification, but I understand, from the verbal instructions given to me by the Honourable the Minister for Works, that I am asked to put these technical decisions entirely on one side, and to examine the question at issue with a view of giving a just and equitable award of the amounts (if any) justly due to the contractors. I wish to make myself clear upon this point, as if I had to give an opinion from the same standpoint as the Chief Engineer—that is, strictly within the lines of the specifications—my decision would differ on several points from that I now forward to you.

"In deciding this matter I have taken for my guidance the schedule of prices, and the broad principle of schedule contracts, etc."

The rest of the letter is not important. Here is the history, to summarise it in a few words. I may say, however, before I finish this part of it, that Mr. Wade has given an award—that it amounts to £5,541 2s., and is comprised in these items:—

	£	*s.*	*d.*
CONTRACT No. 1.			
Item 7.—Additional rebate on hire of engine, etc....	522	8	10
Item 9.—Additional sum for maintenance	1,312	10	0
CONTRACT No. 2.			
Item 10A.—Additional rebate on hire of engine, etc.	1,050	13	2
Item 11.—Additional sum for maintenance	1,155	0	0
Item 14.—Payment for loss owing to the gravel ballast not being allowed to be used	500	0	0
Item 16.—Under same head	850	0	0
Item 22.—Payment of loss of time caused by engine being used by Railway Department...	150	10	0

Now Mr. Wade says that, were he to give his decision strictly within the lines of the specification, it would differ from this in many particulars. He would not have given, for instance, two items there—£1,312 10s. and £1,155. Mr. Wade had not the slightest right or justice to go away from the specification. The specification, as I stated before, is a bargain between the contractor and the Government. If it is a hard bargain, it is no reason, because the contractor does not like it after he has made it, that they should go outside the strict justice of the case. It is not only unjust to the Government to go outside the specification, but it is unjust to every contractor who tendered at the same time. If, for instance, the contractors had been informed that if the Government took their line before it was completed they would not have to pay for maintenance for the six months, or that the maintenance they would have to pay for would not exceed six months after the time the Government used the line, they could frame their contract accordingly. It is laid down that maintenance of the contract is to commence from the time that the line is certified for—that is, when it is completely finished by the contractors. They have then to maintain it for six months, and the Government reserve to themselves the power of taking possession of the line whenever it is safe to run their engines upon it. That is a fair condition between the Government and the contractor, provided it is understood. The contractor reasons in this way: "I am liable to fines if I do not finish the line within a certain time, but I am liable, in addition to the additional amount that it will cost me, to work my railway and make the portion left after the Government run their trains on it, and after the time the maintenance commences." That might be a bad bargain, but the contractor has agreed to it. Yet, in the face of that, Mr. Wade says that it is a very hard thing; and, as the contractor has done the work, he should be paid for it. But he was bound to do it by the specification, which specially says that he is not to be paid for it. Anyone can see that by reading the clause to which I have referred. I have no doubt that it was upon this account especially that Mr. Wade was moved in his conscience to ask to be relieved from giving a verdict according to the contract, and to be allowed to put aside such technical matters as a specification. Who would not like to make a railway without a specification? Is there not a great difference between making a railway with a specification, and making one without a specification? Why, the specification represents the conditions on the one side; and here we have the Minister for Works deliberately telling a man, who is called in as an arbitrator to decide how much the Government are to pay—to throw all those conditions aside, and go in for the general principles of fair play. The clause I have referred to, as carrying out distinctly the arguments I have put before the House, is clause 24:—

"The contractor shall be bound to keep in good and sufficient order and repair, and at all times open for the passage of trains, the whole way and works executed under this contract, for the period of six calendar months from and after the date when the works shall have been fully completed, and certified as complete by the Chief Engineer; but it is hereby provided that the Government shall have full power to make use of the line of rails for public traffic so soon as the Chief Engineer shall certify the same to be in a fit condition for such traffic," etc.

The condition there is specially laid down that, while the contractor has to pay for only six months' maintenance, it is to be from the time when the works are fully completed, and is not to include the time from which the Government might necessarily have been compelled to take possession of the line for ordinary traffic. That is clearly laid down in the conditions. The Government may find that it will save themselves a considerable amount of loss to take possession of the work as soon as the trains may be safely run over it. The specification provides that any loss the contractor may be at in working the railway under those conditions—that is to say, when the traffic is run over it—shall be borne by himself, unless he can prove or show that it was not his fault that the line was not open, which would be a different matter altogether. But here, no such claim is made: it is admitted that the line was not finished at that time, and no claim is put forward that it was the fault of the Government that it was not so completed. I will go on to the

next claims—but I do not need to go into the claims at all—I give that as an example. However, taking other two claims — for the hire of the engine, and for the condemned ballast — Mr. Wade's decision here goes directly in the teeth of the contract, and in the teeth of fair play between the contractors and the Government. Mr. Wade gives this award, and the Government accept it. The Government proceeded to accept it in an extraordinary way too. There is a part of Mr. Smith's letter that bears very much on the point and very much on one of the claims that was admitted by Mr. Wade, and which I may take to illustrate the principle on which he awarded the £5,541 to Messrs. Annear and Company. The letter is addressed to the Chief Engineer, and is dated the 24th May, 1884. Mr. Smith says :—

"I observe, with much surprise, from the letter received from the contractors' solicitor, which you have referred to me, and indeed, from an observation made to me by Mr. Wade that the measurement of permanent way made by me with Mr. Oldham was not considered to be final by Mr. Oldham.

"If this be so, Mr. Oldham must have shifted his ground in a most unjustifiable manner, inasmuch as he declared before you, on the occasion of the claims being originally submitted to you for legal adjustment and decision, that he had nothing to say against the measurement, that it was a fair measurement; upon which Mr. Annear withdrew his demand for a re-measurement, and said it was on account of Mr. Thorn that the demand had been made.

"I can bring most ample proof that this measurement was known to be final."

Well, is it not a pitiable state of affairs? This letter was written by Mr. Smith a week after the decision of Mr. Wade was given in Sydney. The letter continues :—

"I can bring most ample proof that this measurement was known to be final; that the preparations made by me to secure its accuracy were assented to by Mr. Oldham"—

He was the contractors' engineer—

"And my assistants will testify that I called upon Mr. Oldham to make his objections to my mode of measurement on the spot, so that we might continue it to the end of the section, to secure, as quickly as possible, a final certificate.

"I regret that the gentleman appointed by the Government to fully investigate this and other most important questions relating to this and the remaining sections of the Maryborough and Gympie Railway contract had so little time to interrogate me upon the claims made by Messrs. Annear and Company. I am unable to understand how a just estimate could be arrived at without my assistance, inasmuch as I was most intimately acquainted with every feature of the work performed by the contractors, and was able, more so than anyone else could possibly be, to enlighten that gentleman upon certain decisions and intricacies of the case raised, which could not be equitably entertained without explanations, which it is due to this department that he should have allowed himself the opportunity of examination; a conversation of a few moments, without any immediate record, I submit, did not in any sense meet the case, and in consequence of which this gentleman may arrive, from insufficient data, at decisions altogether injurious to the true interests of the colony."

Mr. Smith, therefore, was consulted by Mr. Wade for a few moments only—very likely after his report had been written—at all events, on the very day that Mr. Wade left for Sydney. On receiving the award of Mr. Wade, the Acting Commissioner for Railways wrote to Messrs. J. T. Annear and Company as follows under date 3rd July, 1884 :—

"Referring to previous correspondence on the subject of your claims against this department in connection with your contracts, Sections 1 and 2, Maryborough Railway, I am desired now to inform you that the amount awarded by Mr. Wade, to whom the matter was referred, is £5,541 2s., which sum I am authorised to pay your firm on your intimating that you are prepared to accept this amount as a final settlement and giving me a receipt in full of all demands against this department on account of the contractors above referred to."

Subsequently, on the 5th of the same month, Mr. Curnow sent the following to Messrs. Annear and Company :—

"Referring to my letter to you of the 3rd instant, I have now the honour to hand you copy of Mr. W. B. Wade's awards on your claims."

Messrs. Annear and Company replied in these terms :—

"Brisbane, 7th July, 1884.

"SIR,—We have the honour to acknowledge receipt of your letters of 3rd and 5th instant, together with the copy of Mr. Wade's award in our claim, in connection with the Maryborough and Gympie Railway contracts.

"In reply, we beg to say we are prepared to accept the amount mentioned in settlement of the several items adjudicated upon by Mr. Wade, reserving to ourselves the right to claim the benefit of the re-measurement of ballast on No. 1 section.

"We submit that we are entitled to interest for the last three years, on the amount which, even according to Mr. Wade, we should have been paid at the latest at the opening of the line

"Our expenses in bringing this matter to an issue, up to the present time, have been very heavy; and as the result has proved that we were justified in pressing our claim, we trust that the Government will take the matter into their favourable consideration and make us some recompense for this enforced outlay.

"With regard to the question of re-measurement of the ballast on No. 1 section, we are willing to join in a re-measurement as directed by Mr. Wade, or in the alternative to accept the Government Engineer's progress measurement as shown by certificate No. 27.

"We may call your attention to what seems to have been an oversight of Mr. Wade's, in the matter of extra haulage of ballast on No. 2 section; our schedule price for carriage of material is 4d. per ton per mile, whilst Mr. Wade only allows 1d. per ton.

"We are, etc.,

(Signed) "JOHN T. ANNEAR AND CO."

This letter, which was duly received by the department, is addressed to the Commissioner for Railways. Then it is marked "Submitted to the Hon. Secretary for Public Works," and here is the only instance where the Minister for Works comes in, except as I mentioned at the beginning of the correspondence. He writes on the document, "Pay the amount awarded.—W.M." The amount awarded was £5,541 2s., and, according to Mr. Curnow's letter, it was to be paid on the contractors agreeing to accept the amount as a final settlement, and giving a receipt in full of all demands against the department. But Messrs. Annear and Company, instead of accepting those conditions, wrote back urging a great many claims and not saying one word about accepting the money as a final settlement. "W.M.," however, says, "Pay the amount awarded." The next part of the correspondence is a receipt dated nine days after that memorable document. It says—

"Received on the 16th day of July, 1884, the sum of five thousand five hundred and forty-one pounds two shillings and pence sterling.

"(Signed) A. T. WINSHIP,

"Teller, Q. N. Bank, Brisbane."

J. T. Annear and Company do not appear to have given any receipt or acquittal in full, but the teller of the Queensland National Bank sent out a note to the effect that the bank had received a sum of £5,541 2s. That is the state of the case as disclosed by the documents brought before us. I have not brought politics into this matter, but I have stated the plain facts of a case in which I believe the Government have been robbed. The Government acted very indecently in hurrying on the award of Mr. Wade as they did; and I think, looking at the election which was about to take place, and the state of political affairs at Maryborough, we may easily find a reason for that haste. Nothing could be more grossly indecent; and it was evidently done with a desire to attain a political object. It amounts to gross corruption on the part of the Premier. I cannot accuse the

Minister for Works of corruption, as he appears to have had very little to do with the matter. I will not characterise his conduct by any strong epithet, but I must say that the man who could read the letter of J. T Annear and Company in reply to the communication notifying the award made by Mr. Wade, and say "Pay the amount awarded," and then take from a bank teller a receipt for the payment of the amount without getting an acknowledgment that the payment made was a final settlement, has not been looking after the interest of the Government in the way expected of a Minister for Works. That £5,541 has, I believe, been paid to Annear and Company unjustly. I have gone into the claim made by the contractors, and I have shown that Mr. Wade would never have awarded the amount he did but for the instructions from the Minister for Works to recede from the contract. A great blow has been struck at all fair dealing with railway contractors in the future. It remains now for a railway contractor to find out whether we will appoint an acting Engineer-in-Chief, whenever the Engineer-in-Chief is not pliable enough. The great bulk of the claims — the manufactured claims, as is plainly proved in evidence by Mr. Wade in this case—were brushed aside, but many of them were allowed, and wrongly allowed, to override the contract. I think the Government should let their friends know to whom they will give the right of appeal, and what matters they will be allowed to refer to arbitration. All the most cunning machinery has been used to satisfy the claims of Annear and Company in a most unjustifiable manner. I do not believe myself in being too hard upon contractors. I believe a fair specification should be made out, and not one to which they should be bound hand-and-foot; but when a contract has been made under certain terms there ought to be very strong reasons given why it should be departed from. I have heard or seen no strong reasons given by the engineer why this particular contract should be waived, nor why the Governor in Council, acting under the authority of an assumed power, should have imported a gentleman from Sydney to adjudicate upon this case. They appointed Mr. Wade, not as an arbitrator, but as acting Engineer-in-Chief for the purpose of deciding these claims, and it is a subterfuge that might have been justified under particular circumstances and in a particular case; but there is not the slightest cause shown in the correspondence to justify the action of the Government in this case of corruption. Just let hon. members look to the measure of justice that has been meted out to these gentlemen. Mr. Wade comes up here, and the Government take every possible precaution to keep the proper evidence from being brought before him, and he is prevented from giving a fair and just decision for want of evidence. There is no reason why the evidence I have pointed to should not have been obtained. Every prudent man would take care, when referring a case to arbitration, to be in a position to advise the arbitrator properly in the matter of evidence. We know that, when a jury goes out to view a work that is in dispute between a contractor and employer, and when the judge orders a view of the works, they are not sent out in charge of the contractor or employer. They are sent out in charge of the sheriff, who takes care that no one-sided story is put upon the jury by the interested parties; but here the Government appoint an acting Engineer-in-Chief and send him up with the contractor to a place with no representative of their own, and to decide a case in which the contractors are personally interested in getting as much money as they can out of the country, and, in addition, every possible precaution is taken to suppress evidence and to keep the Commissioner or Engineer-in-Chief, or anyone else, from representing the interests of the Government. Why, sir, I say the facts disclose a distinct robbery of the Treasury, and when we consider that the money has gone where a good deal has gone before—to the associated firm of Thorn and Company—it ought to make us consider very seriously the position that the Minister for Works has put himself into. I do not blame him as being corrupt. I do not believe he would do a dishonest action, but I do blame him for acting injudiciously, and for being incompetent to represent the true interests of the country; and I blame him for not seeing that his more wily colleague took the greatest possible care to keep back evidence in favour of the Government. And what has been the sequence? Mr. J. Thornloe Smith has been dismissed, and the gentleman who condemned the short-pile transaction has been dismissed—and that on the representation of Mr. Annear.

Mr. ANNEAR: No.

The HON. SIR T. McILWRAITH: The hon. gentleman says "No," and I will take his word for it that it was not so, but the gentleman who superintended the construction of that work for which Annear and Company were contractors, and which is characterised by the engineer as having disclosed such a disgraceful state of things, is dismissed. After investigation, that gentleman is dismissed from the Government service, and if it was not on the representation of Annear and Company, I have read in the correspondence and elsewhere very strong complaints against the superintendent—written by Annear and Company—in which it was stated that he was utterly unfit to superintend pile-driving, that he had no experience of his work, and several other charges of a like nature. It might not have been, and I accept the word of the hon. gentleman that it was not on account of the representations of Annear and Company that that gentleman was dismissed; but it is a curious fact that those men who were able to give evidence on behalf of the Government were restrained from giving that evidence, and that those very men have been dismissed from the Government service since. I am not going to go into the question at greater length. There will, probably, be many similar debates on the motion for going into Committee of Supply before the Estimates are through, Mr. Speaker; but I would like to refer to one matter, and that is the position of the Government with regard to their Estimates now. We have had thirteen dreary weeks' work on the Land Bill, and have passed it through the House with the exception of its last stage. The Government can now form a fairly definite idea of the effect that Bill will have on the finances of the colony, and they should state what they think. The reason given by the Government for not going on with the Estimates has been that they could not estimate the effect of the Land Bill on the revenue.

The PREMIER: Who said so?

The HON. SIR T. McILWRAITH: The Treasurer.

The PREMIER: No, no!

The HON. SIR T. McILWRAITH: I have twice asked why the Loan Estimates were not placed on the table of the House, and the answer given was that that would not be done until further progress had been made with the Land Bill. I took that certainly to be the reason, and I interpreted it in the way I have said. I cannot at this present moment refer back to the actual words of the Treasurer, but I understood what he said to mean that he wished to be able to estimate the amount of revenue that he would receive from the operations of that Bill. He must know that

pretty well now; at all events he can form an estimate, and I would like him to consider whether he should not curtail some of his extravagant notions as displayed in the Estimates-in-Chief. I believe the effect of that Bill will be to diminish the revenue, and I believe the rosy hue he placed on the finances of the colony will not be realised. I believe the figures of the Treasurer will fade, and I am certain our prospects are not nearly so bright as his Financial Statement would lead us to understand, and that they will be less so now that the Land Bill has passed. What effect will that Bill have on the Estimates laid before us? That they are extravagant Estimates I have not the least hesitation in saying, and at a time when everybody is curtailing their expenditure, the Government have thought fit to increase theirs. There is a still wider matter for discussion. The Treasurer has intimated that he intends to propose a loan of £10,000,000. Well, I remember when a £3,000,000 loan was proposed by myself at a time when our prospects were not much less bright then they are now—a somewhat similar time possibly—a vote of want of confidence was brought against my Government on the ground that no clear indication had been given by the then Government as to the source from which the interest on the borrowed money was to come. The Opposition demanded a clear financial statement showing how interest to the extent of £120,000 was to be raised by the Government; and the Treasurer should now show us how he proposes to raise the interest on ten millions of money. How will he raise the money? I am afraid the hon. gentleman will have to recast some of his notions, or chance the result brought about by the Thorn Government in 1876. I hope the result will be no worse. At all events the position of the colony, and the passing of the Land Bill with the amendments that have been carried by the Committee, should force on them a reconsideration of the extravagant ideas they had at the commencement of the session. The sooner they realise what their policy is, the better for the country, because it is not simply putting expenditure in the Estimates to enable us to vote the money; we require to consider many grave matters before we decide on the large amount that it is intended to borrow. Up to the present we have waited with great patience. I have never seen the House wade so patiently through a Bill as it has waded through the Land Bill. We yielded to the desire to make the matter urgent and have refrained from harassing the Government in any way. There are many other charges against the Government in addition to those that I have brought forward which, in the public interests, ought to have been brought weeks, if not months ago; but I have taken the earliest opportunity to bring two matters forward consistent with my desire to forward the legislation of the colony. Whether they will have any effect or not on the Ministry I am not in a position to say; but I am perfectly satisfied that the disclosures I have made and the arguments I have used, will open the eyes of the country to the way in which the taxpayers are being made to pay the Government supporters.

The PREMIER said: I am obliged to the hon. gentleman for not bringing these matters forward at an earlier opportunity and preventing the passing of the Land Bill. I give him credit for that. No doubt it is desirable that a measure of that kind should receive, as it demanded, the uninterrupted attention of the House until it had gone through. It was that reason, and no other, which weighed with the Government in setting themselves to that business. The hon. gentleman says he has enlightened the House and the public of the colony as to the manner in whic public money is being paid into the hands of Government supporters. He did not distinctly call Mr. P. F. Macdonald's a case of corruption; but when he passed on to the other case he said, "Now I have to refer to another case of corruption." I suppose, therefore, he considers Mr. Macdonald's as a case of corruption.

The HON. SIR T. MCILWRAITH: Hear, hear!

The PREMIER: The hon. member is very hard to deal with, as I have said in this House before. He uses words in a sense quite distinct from their ordinary sense. He uses the word "corruption" in a sense quite distinct from that in which ordinary men use it, or as it is given in a dictionary or used in any standard work. The fact is that the amount of Mr. Macdonald's claim was a just debt. It was just as much a debt of this country as the interest on our debentures, or as the salaries we have to pay to the judges of the Supreme Court; and there was no more reason for the non-payment of that debt than for the non-payment of the interest to the public creditor. The hon. member calls it a case of corruption, because of the bitter personal animosity which he has admitted he has against Mr. Macdonald.

The HON. SIR T. MCILWRAITH: I never said anything of the kind. I have no personal animosity against Mr. Macdonald. I have too much contempt for him.

The PREMIER: The hon. member's speech showed that the whole proceedings to prevent the payment of that claim were actuated by bitter personal animosity. From the hon. member's own showing, the animosity displayed towards Mr. Macdonald, because he went from one side of the House to the other, has cost this country £20,000. The hon. member proved that as clearly as it could possibly be proved. He proved that when Mr. Macdonald was willing to accept £6,000 in full settlement of his claim, hon. members opposite prevented him from getting the money; and that afterwards, instead of the country having to pay £6,000, the sum reached to over £26,000. The hon. member proved that by his own argument. Now, let me give a short history of the case—a correct history, and one which does not contain the errors that the hon. member's inaccurate memory has led him into. Mr. Macdonald complained in the year 1866 of the action of the department in selling runs to which he believed himself entitled, and he brought an action against the Government under an Act passed in 1857 in New South Wales. That action was tried in Rockhampton. It is quite true, as the hon. member says, that the present Chief Justice, who was then Premier of the colony, acted as counsel at the trial for Mr. Macdonald. He had been counsel for him during the progress of the action. He became Premier just before the case came on for trial, and as Mr. Macdonald could not get other leading counsel, he considered he was justified—following the example of the most eminent members of the profession in England—in continuing to act for his client. The Government were represented by three of the most eminent members of the Bar. The result of the action was that Mr Macdonald got a verdict; but Mr. Lilley—who, as I said, was Premier, and his counsel—had nothing to do with the conduct of the case for the Crown in any way. He allowed the case to be dealt with by the Crown Law officers on the advice of the Crown counsel, and the Crown counsel appealed to the Supreme Court. He appealed on technical grounds, and the Supreme Court set aside the verdict of the jury on this ground: that Mr. Tully, the nominal defendant,

had certified to the correctness of a document put in in evidence, when it ought to have been certified to by somebody else. But the court further made an order arresting judgment, on the ground that a material allegation was omitted from the statement of Mr. Macdonald's case. The law in the colony at that time was this: That, when the verdict of a jury was set aside on that ground, the defendant should pay the costs of the action. Consequently, when the order was made, it was part of the judgment of the Supreme Court that the Crown should pay Mr. Macdonald his costs.

The HON. SIR T. MCILWRAITH: You took ten years to find that out.

The PREMIER: The hon. member is wrong again. Mr. Macdonald did not appeal to the Privy Council—I do not know why—but he said he would appeal to the justice of Parliament; and in 1874 a select committee was moved for by Mr. Buzacott, then one of the members for Rockhampton. That committee recommended that a sum of £6,000 should be paid to Mr. Macdonald. At that time Mr. Macdonald was willing to take that amount in full satisfaction, not only of his claim for damages, but of the interest to which he was entitled to receive from the Crown. The majority of the House favoured the granting of it, but it was obstructed by hon. members on the other side. They admitted that it was a just claim, but, because Mr. Macdonald supported the then Government, they refused to vote it. The head and front of Mr. Macdonald's offending was that he went from one side to the other, and supported the Government. The vote was obstructed, day after day, and night after night—I forget for how long—and ultimately it was withdrawn on the casting vote of the Chairman. Then Mr. Macdonald waited a little while and brought an action again. The previous decision of the court in no way deprived him of his legal right, and as he saw that his bitter political and personal enemies would not allow him to obtain justice from Parliament, he thought he would again try to get justice from the courts of the country. So he brought another action. In the meantime the costs of the previous action, which were a debt due by the Crown to him, under the judgment of the Supreme Court—in fact under the statute law of the colony—were paid to him. The hon. member said that was a wrong action. He said the sum was afterwards placed on the Estimates and voted. I interrupted him and said he was wrong; I do not know whether he had them before him, but if he had them before him he must have seen that he was wrong. I have them before me now. They are here. If he refers to the Supplementary Estimates, 1877, No. 2, the first item in them is "Schedule—taxed costs, Macdonald *v.* Tully, £2,165 17s. 7d.," with a foot-note "Paid under authority of 20 Vic., No. 15, section 6, and 31 Vic., No. 5, section 21." The latter of these Acts, 31 Vic., No. 5, section 21, was the Act which made a plaintiff's costs, when his judgment was arrested on technical grounds, a debt due by the defendant to him. The other statute was the one I have already referred to, passed in 1857. Now the hon. gentleman wanted to know how the Government could have paid a debt under the authority of that statute when it had been repealed. Well, that is like the question why a bowl of water weighs no more, with a fish in it, than it did before it was put in. If that Act was repealed they could not have acted under it. The answer is, the Act had not been repealed. The Act was dealt with by the claims against the Government Act of 1866, the 1st section of which provides—

"The Act, twentieth of Victoria, number fifteen, except as to proceedings already commenced, or to claims and demands arising from the administration of the public lands prior to the passing of this Act, is hereby repealed."

Why that exception was put in was expressly to cover Mr. Macdonald's case, which was pending when this Act was passed in 1866. So the Act was not repealed, and is not repealed yet as to any claim as to the administration of the public lands prior to the 23rd May, 1866. That was the authority under which that money was paid to Mr. Macdonald. I shall read the section of the Act which was then in force, and which is still in force as to any action of that kind. The 5th section of the Act is—

"Costs of suit shall follow on either side, as in ordinary cases between suitors, any law or practice to the contrary notwithstanding."

The 6th section is:—

"It shall be lawful for the Governor, with the advice of the Executive Council, to satisfy and pay any judgment or decree recovered by any such petitioner out of any available balance of the Consolidated Revenue of the said colony, and to perform the judgment or decree of the said court, in terms of such judgment or decree."

The principle on which that Act was drawn and passed by a Parliament which recognised the principle which has always been recognised in Great Britain and by every other dependency of Great Britain, so far as I know, with the exception of Queensland for a period of a few short years, is this—that for the Crown to know what is right, to be told what is right by a duly constituted tribunal, and to do right, are synonymous. The proposition is sometimes put in this form: that the Crown can do no wrong. That means that for the Crown to know what is right and to do it are the same thing. In that case the Crown were told by the Supreme Court what was right to be done—that they owed that amount of money to Mr. Macdonald and that it was lawful for them to pay it. Thereupon the Government paid it. Then, sir, Mr. Macdonald, as I said, preferred not to have recourse to Parliament, where his personal and political enemies were determined to prevent him from obtaining the small modicum he was contented to accept as justice, and he had recourse again to the courts of law. He brought an action against the Government, which was tried at Rockhampton in 1879, and damages were again assessed in 1880. The case was fully argued, and the result was that he recovered judgment. The hon. member says he ought not to have got judgment. The hon. gentleman was Premier at the time; he was represented by his Attorney-General, and got the best counsel he could. They were able counsel too, and there is no reason to suppose that counsel did not do their best. The witnesses were there—they were not absent as the hon. gentleman says. The loss of the lambs was not put forward, and no claims were made in respect to them. The jury were very intelligent men. The hon. gentleman may revile a Rockhampton jury, but they were a particularly intelligent jury—all of them. They again awarded a certain amount of damages. We are not concerned in this House to know whether the jury gave a proper amount of damages or not. We are not the tribunal to review the decision of a jury, as we were asked to do by petition a week ago—or of the Supreme Court. The jury awarded a certain amount. The Crown appealed to the Supreme Court, and they lost the case. The Supreme Court awarded to Mr Macdonald, under the authority of the Act of 1857, as I have quoted, a sum of money, the amount of which I forget now. It does not matter, but it was several thousands of pounds. That then became a debt due to Mr. Macdonald, just exactly the same as the interest on the public debt is a debt due to the public creditor. But, as I said, then for the first time, as far as I know, in the history of any British country, there was a Government in power who declined to recognise the principle that the Crown is bound to do its duty.

There was no one that could make them pay, and until they were made they would not pay. I have said here in my place that it was a disgrace to the colony—to the British Empire—that any person exercising authority in the name of Her Majesty should repudiate a just debt. Whether the judgment of the Supreme Court was right or not was a matter with which they had no concern. There was a debt, and they did not dare to appeal to the Privy Council. I suppose the hon. member will contend that, because a loan is floated at too low prices, we should reduce the interest; that if a Government made a foolish bargain in selling the debentures so low we should pay the interest on the debentures as if they were sold at par. That Government went out of power in course of time, but in the meantime, to gratify their hatred of Mr. Macdonald, they plunged the country into a very large debt of £4,500 for interest. I do not know how long their hatred and malignity would have induced them to let this interest run on, but actually, to gratify their hatred of Mr. Macdonald, they charged the country 8 per cent. on that big debt. When the claim was renewed to the present Government they thought it was quite time to pay their debts, stop repudiation, and save the country from the burden of interest. They paid the debt under the authority of the statute, and what other authority could be wanted? That is a correct and short history of the Macdonald case. That is what the hon. member calls corruption. He may call it corruption. I do not care what he calls it, but I call it paying a debt. Now I pass to the next case—that of Annear and Company. It was said by the hon. member that there were fearfully evil things in connection with that case. Let me give a short summary of it. The hon. member referred to the form of railway contract we have in use here, in which he says there is a stringent clause which provides that under no circumstances can the contractor claim anything from the Commissioner, unless the amount is certified by the Chief Engineer to be due, either for damages or anything else. That is a stringent condition certainly, the most stringent condition I am aware of, or ever heard of; and I am sorry to say that I am responsible for its having been adopted. That is to say, I am sorry now, for this reason: That condition would have been most just and fair if we had a proper Chief Engineer who would act as an independent arbiter between the Government and the contractor, and be simply a judge to decide disputes, without bias, fear, favour, or affection. But if the Chief Engineer allows himself to become biassed on one side or the other, to be influenced by pressure from his superior officer, or in any other way, a clause of that kind becomes iniquitous. Now, I do not mean to make any attack on Mr. Stanley, but I shall give my reasons in a minute why it was desirable to appoint another Chief Engineer to determine this particular case. Under this condition the Chief Engineer is the arbiter between the district engineer in immediate charge of the works and the contractors. A dispute took place between the contractors and the district engineer, who, whether from fault of temper or otherwise, unfortunately had disputed with every contractor whose works he had to supervise. Indeed, one of the very reasons why that condition was inserted was because that gentleman had got the Government into so many difficulties that it was necessary to devise some plan to avoid the consequent loss and expense. But what did the late Government do? This man—Mr Smith—having quarrelled with the contractors on a great number of points which ought to be decided by the Chief Engineer, the late Government appointed him Chief Engineer to decide the disputes between the contractors and himself. Was that fair—was it honourable? Is it not one of the principles of natural justice that no man can be a judge in his own cause? Another of the great complaints—whether well-founded or not does not matter—I think Mr. Wade decided that there was nothing in it—was that a mistake made by Mr. Stanley himself had involved the contractors in very heavy losses; and they contended that it was not fair to ask him to adjudicate upon a claim, the allowing of which would have been an admission that he was entirely in fault.

The HON. SIR T. McILWRAITH: There was no dispute about that at all.

The PREMIER: The hon. member is wrong; there was a very serious dispute about it.

The HON. SIR T. McILWRAITH: It was simply a mistake in book-keeping; Annear admitted he had been wrong.

The PREMIER: The hon. member pointed out himself that one complaint made by the contractors was that they made a tender to sink eight feet in diorite rock, and were required to sink eighteen feet at the same price. That was the nature of the claim. I am not expressing any opinion as to its merits; it is not at all material. The complaint was that the person the Government wanted to decide the claim was the person through whose default the losses had occurred to the contractors. Now, the object of that clause which I framed was that the person who was to determine the case should be an entirely independent person. What would any ordinary private person do, if by a bargain with another he was bound to submit any dispute to the decision of a person who himself had got him into the hole? What would any hon. member of this House do if he had such a contract with a contractor, and the contractor said to him, "You surely will not insist upon the letter of your contract, and make me refer the question to the man who is the cause of all the trouble?" If it were my case, I should scorn to take advantage of a condition of that kind. I should think it was dishonest to do anything of the sort. Now, sir, if the Government had referred the matter to arbitration, as was suggested, that would have been a distinct departure from the conditions of the contract; but to appoint an entirely independent chief engineer was an exact fulfilment of those conditions, the meaning of which was that there should be an independent and entirely disinterested chief engineer. What did we do then? The hon. member says I interfered with the Minister for Works. The best mode of obtaining an entirely independent and competent chief engineer seemed to be to ask for one from one of the neighbouring colonies; the Colonial Secretary is the medium of communication with the other Governments, and the communication was, therefore, sent by me. I asked Mr. Stuart to nominate a chief engineer, and Mr. Wade was nominated. I know nothing whatever about Mr. Wade, except that I understand he is an engineer of considerable eminence and great ability; I saw him, I believe, only once. Now, sir, having arrived at that stage, what is the next complaint the hon. member makes? It appears that Mr. Wade was under the impression that the Minister for Works wished him to decide the matter on fair and equitable principles—on its merits, and not to do any "pointing," to use a colloquial expression. That, sir, is the head and front of the charge. The hon. gentleman complains that the Government, having a dispute with a contractor, expressed their wish that it might be determined on its merits—on fair and equitable principles. That is what he calls plundering the public.

The HON. SIR T. MCILWRAITH: The words were "strictly within the lines of the specifications."

The PREMIER: The Minister for Works expressly wished that it should be determined on fair and equitable principles — that the case should be dealt with on its merits, and not on any small technical points. Those are exactly the instructions I could conceive any honest man giving if he were asked how the case was to be decided:— "Take the case on its merits. I do not want to wrong the man, and take any mean points on him." That is the complaint against us. Well, I hope we shall never do anything more blameworthy than that—that when we have a dispute with a man we ask that the case may be decided on fair and equitable principles. If the hon. member can find no greater cause for blame in us than that, we shall not suffer very much from his strictures. What happened afterwards, I do not know, and I do not care. I had nothing further to do beyond sending the telegram to Mr. Stuart. The hon. member says that the Government in some way hurried on the arbitration. I do not know anything about that. I thought it might have taken two or three weeks, and instead of that it took three months. Mr. Smith was away, and Mr. Wade did not give his decision before he had heard Mr. Smith's views.

Mr. NORTON: He stopped with him ten minutes.

The PREMIER: Whether he stayed ten minutes or ten hours, I have not the slightest doubt that Mr. Wade obtained from him the information he thought important. If Mr. Wade did not know how to decide the case I cannot help it. He may have decided the case entirely out of his own head, but I think that is highly improbable. I assume that he was competent and honest, and that he got all the information he wanted. Surely when a man is appointed for such a purpose, especially a man coming from another colony, a man whose reputation was at stake, who already had a high reputation—surely we may assume that he acted in a reasonable and sensible manner! I shall assume so until the contrary is proved. I assume that Mr. Wade, being competent, acted honestly and got all the evidence that was necessary. The amount of the award is neither here nor there; but the award being made it became a debt due to the contractors, who might have issued a writ for the amount against the Commissioner next morning. And why should the Government seek to impose conditions when the money was actually payable under the contract? Having been certified by the Chief Engineer, it was payable just as much as a promissory note that had fallen due; and the contractor could go to the Supreme Court and get a summary order for judgment within ten days after the issue. That is the history of the second instance of corruption. I do not care to go into the details, as they are not matters of concern to the Government. The third point made by the hon. gentleman was that the Government were afraid to go on with their Estimates because they did not know what effect the Land Bill might produce on the revenue.

The HON. SIR T. MCILWRAITH: I said "delayed the Estimates."

The PREMIER: I have already pointed out that it was desirable to finish the Land Bill first. We wished to get rid of that heavy business, and I hope we have done so for the present. We propose to take the Estimates now, with other business that may come up for consideration. Then, sir, with respect to the effect the new Land Act will have on the Estimates—we do not propose to remodel our Estimates. We propose to go on with them as they are. If it is proposed to make increases where they are not justifiable, hon. members will express their opinions, and come to a division, if necessary. For any increase or any expenditure set down in the Estimates, the Government will be prepared to give reasons as the items come on. If these reasons are insufficient, of course the items will be negatived. We are all aware of the unfortunate season we are now passing through, but we hope soon to see a change for the better. There is no reason to be seriously alarmed for the prosperity of the colony. I believe that our resources are sufficiently elastic to carry us through this financial year; before the termination of which I confidently anticipate that there will be a return to the usual seasons, which will place the revenue, notwithstanding the disturbing influence that must result from a change in the administration of the land laws, in a far better position than it has ever been in before.

Mr. NORTON said: In the observations I have to make I have no intention of referring to the award to P. F. Macdonald. It is a case which arose many years ago—long before I had a seat in this House—and I have never felt called upon to go into that matter to such an extent as to entitle any remarks I might make on the subject to the consideration of hon. members. But the arbitration case connected with Messrs. Annear and Thorn is one I know something about, and one about which I feel bound to say something in order to refer to certain matters not referred to by the leader of the Opposition, and also to remove any misconceptions caused by the speech made just now by the leader of the Government. In the first place the hon. member's argument was chiefly based on the contract given in connection with the 1st section of the railway. Now, that section included a bridge, the specification for which, in the first instance, required the contractors to sink eight feet into the diorite rock. After that they were required by the Chief Engineer to sink a further distance of ten feet, making in all eighteen feet. There is one thing rather remarkable in regard to that argument, and also with regard to another argument used by the Premier, to the effect that the Chief Engineer, who had himself been concerned in the matter, was made the arbiter of the matters in dispute—it is rather remarkable that that contract was completed and the contractors signed the final vouchers, which were also signed by the Chief Engineer, without any protest whatever being made by the contractors. They gave a clear receipt for all sums to which they were entitled, and how afterwards they could make a claim is altogether beyond my comprehension. In ordinary business it is not usual for a contractor to sign a full receipt for all that he is entitled to, and afterwards to make a claim for the money. Such a thing is never done; and I say the thing is absurd. After the contract was completed, after all the payments had been made, after the final voucher had been signed, after the money had been paid, and the receipt had been given—then it occurred to the contractors to make a protest. Why, sir, the thing is preposterous. I will undertake to say that no honest lawyer in this town if asked for his opinion—no decent lawyer—would advise a man to take such a claim into court under the circumstances. There really was no claim, because it had been absolutely settled by the man appointed to do so by law—the Chief Engineer for Railways. What claim could the contractor have after that? I do not know how the case stood when the hon. member for

Townsville was in office, but I know that some proceedings had taken place, which I believe resulted in the refusal of the Minister (Mr. Macrossan) to acknowledge the claim of the contractors. After I succeeded Mr. Macrossan, this case being then in court, the Crown Solicitor came to me one morning, and asked me if I would consent to an arbitration. He said that the contractors proposed, without prejudice, that it should be submitted to arbitration. I said I would not consent. I was not going to interfere with the case as it stood, and on that ground I refused. The case went on, and the decision of the court was that the commissioner, who had given his final decision, was the right man, and that the contractors had no claim whatever. The contractors suffered no hardship. They were exempted by the conditions of the contract from undertaking any extra work, unless they could agree with the Chief Engineer as to the price to be paid for it. There is a condition which specially stipulates that, in the event of the Chief Engineer requiring extra work to be done, he should offer it to the contractors, and that in the event of their not being able to agree as to the price to be paid for it somebody else should be asked to do the work. What claims have the contractors on that account if they undertook to do the work on those conditions? There was no hardship, and there could be no claim. I have referred to this matter solely because the Premier spoke of it as a case of special hardship to the contractors; and it is clearly nothing of the sort. With respect to Mr. Wade, I wish it to be understood that I not only know nothing of Mr. Wade, but that I take it for granted that he is a gentleman quite capable of carrying out the work properly if he is enabled to do so, and that he would give a right decision on the evidence put before him. But it was not his business to go about looking for evidence. It was the business of the Government to put the evidence affecting the Government side of the case before him, and if they did not, he must judge simply by the evidence he had, and give his verdict accordingly. I will refer first to Mr. Wade's appointment, and I think I can show that his appointment was illegal, and that his decision was illegal. The terms of Mr. Wade's appointment are contained in a copy of "Minutes of Proceedings" of the Executive Council of the 21st May, as follows:—

"His Excellency the Governor, at the instance of the Honourable the Secretary for Public Works and Mines, proposes to the Council that W. B. Wade, Chief Assistant Engineer, Railway Department, Sydney, be temporarily appointed Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding all disputes and differences between Messrs. J. T. Annear and Company, the contractors for the construction of the Maryborough Railway, and the Acting Commissioner for Railways.

"The Council advise as recommended."

I must say I do not blame the Minister for Works in the slightest degree in this matter; I believe he thought he was acting quite fairly. But I do blame the Premier, because he understood the law of the case, and could not have failed to see that the appointment was an illegal one. There was at that time a Chief Engineer for Railways, and that Chief Engineer was the person appointed by law to settle those disputes. Indeed, with regard to the first section, the dispute had been absolutely settled, and had never been called in question until they knew the whole thing was decided. The 40th paragraph of the general conditions of the contract, which has already been read by the leader of the Opposition, provides that in case of any dispute arising, whether professional or otherwise, the same shall be referred to the Chief Engineer, whose decision shall be final and binding on all parties, anything in law or equity to the contrary notwithstanding. I say this dispute was referred to the Chief Engineer, and yet the Government, in order to make things look well, afterwards appointed another man as Chief Engineer of the Maryborough line. Was it not perfectly absurd, in face of the condition I have referred to, and which was drawn by the Premier himself, to appoint another Chief Engineer? How can a decision be given twice over—first by one Chief Engineer, and then by another Chief Engineer? There is no excuse shown for making such an appointment. Had there been no Chief Engineer it would have been the business of the Government to appoint one, but we had a Chief Engineer of Railways, whose duty it was to decide in all disputes of the kind. How, then, could the Government appoint a second Chief Engineer without first displacing the existing one? Do we not all see that it is a sham? The thing is an absurdity; and it is in order to make it seem right and legal that it was done in that way. I have already said that I do not blame the Minister for Works at all, because, having a colleague on whom he could rely for points of law, he would not meddle with them unless there was special reason for doing so, and the responsibility was taken off his hands. The Minister for Works could have decided the matter quite as well as anybody else, as, indeed, except in regard to professional details, could any man of ordinary intelligence. The Minister for Works would have acted in a spirit of perfect fair play to all parties, but under no circumstances would he have allowed the first section of the contract to be brought up again after the final vouchers had been signed, and the money paid over without protest. I will refer again to the decision given by Mr. Wade. I do not wish to blame Mr. Wade in this respect. It was not his business to question whether his instructions were right. All he knew was contained in the notification of his appointment, and the instructions he received from the Minister for Works. But the appointment was illegal, and the instructions were illegal. According to Mr. Wade's letter of the 13th May, which has been read by the leader of the Opposition, he does not seem to know for certain what his instructions were. He understands that he has to do certain things, and this is what he says:—

"I find that the case has been to a certain degree dealt with by the Supreme Court on the grounds of the general conditions of contract, and that an award respecting No. 1 contract has been made by the Chief Engineer strictly within the lines of the specification; but I understand, from the verbal instructions given to me by the Honourable the Minister for Works, that I am asked to put these technical decisions entirely on one side, and to examine the question at issue with a view of giving a just and equitable award of the amounts (if any) justly due to the contractors. I wish to make myself clear upon this point, as, if I had to give an opinion from the same standpoint as the Chief Engineer—that is, strictly within the lines of the specifications—my decision would differ on several points from that I now forward to you."

Now, Mr. Speaker, I say that if the appointment of Mr. Wade had been legal, which I deny, Mr. Wade has shown, by his statement there, that it would have been illegal. He says that he received instructions—verbal instructions—from the Minister for Works. These were the only instructions he received, because I put this question to the Minister for Works on the 27th August last, pursuant to notice:—

"1. Was the final certificate for section No. 1, Maryborough Railway, on account of which the contractors have been awarded £1,834 18s. 10d. by Mr. Wade, signed by them without protest?

"2. Were written instructions given by the Minister, or the Acting Commissioner, to Mr. Wade to waive any of the general conditions of Annear and Company's contracts; or were instructions of any kind given him in writing?

"*Answer*—

"1. The final certificate is never signed by the contractors, but the final voucher, for balance due on No. 1 contract, was signed by contractors without formal protest. See Chief Engineer's letter, 2nd May, 1884, page 11 of printed papers."

I refer more particularly to the answer to the 2nd question :—

"2. The only instruction given to Mr. Wade was that conveyed by the Acting Commissioner's letter to him, dated 29th April, 1884. See page 11 of printed papers."

This is Mr. Curnow's letter to Mr. Wade :—

"Commissioner for Railways' Office.
"Brisbane, 29th April, 1884.

"SIR,

"I have the honour to inform you that His Excellency the Governor, with the advice of the Executive Council, has been pleased to appoint you temporarily to the position of Chief Engineer, Maryborough Railway, for the purpose of inquiring into and deciding all disputes and differences between Messrs. J. T. Annear and Co., the contractors for the construction of the Maryborough Railway, and the Commissioner for Railways.

"I now beg to hand you all papers in connection with this case, and to ask if you will be good enough to favour me with your report at your convenience."

Now, sir, the last paragraph of the general conditions requires :—

"None of the conditions of this contract shall be varied, waived, discharged, or released, either in law or in equity, unless by the express consent of the Commissioner testified in writing under his seal."

But there were no instructions whatever given to Mr. Wade in writing. The only instructions he received were verbal instructions from the Minister for Works, which he says he understood to mean—he does not say positively—but that he understood to mean that he was not to be bound by the specifications of the contract in giving his award. I therefore say that, if Mr. Wade's appointment had been legal in the first instance, his not having received instructions in writing makes his award illegal in the second ; so that I contend that both his appointment and award were illegal. I have now a few words to say about his award. He says—this is a continuation of the letter I read just now :—

"In deciding this matter I have taken for my guidance the schedule of prices, and the broad principle of schedule contracts that 'all schedule work done by the contractor must be paid for, but no contingent work, such as providing roads, temporary works, or plant,' and 'that all shortcomings of the contractor as to time must be dealt with directly by fines for overtime, and not indirectly by withholding payment for any work actually done.' In the case of the present contracts it must be remembered that the causes of delay were the actions of the Government in ordering additional works to the Antigua Bridge, and in not providing the engine power specified."

Having made this statement, of course Mr. Wade did not go into the conditions of the contract, and it is, therefore, only natural that he should make the mistakes he did. Not having had instructions from the Commissioner, in writing, to waive any of the conditions, he was bound to see that the contract was fulfilled, exactly in the same terms as the Chief Engineer was required to do when he gave his award. There are no less than three paragraphs in the general conditions which refer to the suspending of the certificate, contrary to the ideas that Mr. Wade entertained, as to what should be done in the event of any shortcomings on the part of the contractor. Paragraph 11 states :—

"Should the contractor refuse or neglect to carry out the instructions of the Chief Engineer or of his superintending officer, the Chief Engineer shall have power to suspend the usual monthly certificate until such instructions have been complied with."

The 19th specially provides that—

"The Commissioner shall have full power, on the report of the Chief Engineer that the work as approved as aforesaid is not in accordance with the contract, to deduct from any moneys that may become due to the contractor the whole amount that has been paid on account of such work. And if, in the opinion of the Engineer, further inquiry is necessary or desirable before any certificate is given, he shall have power to withhold such certificate for the purpose of making such inquiry."

The 40th paragraph is exactly to the same purport ; so that the course that was followed by the Chief Engineer, in withholding the certificate of payment until the conditions had been complied with, was strictly in accordance with the contract signed by the contractors. Mr. Wade, in the same paragraph, says :—

"In the case of the present contracts it must be remembered that the causes of delay were the actions of the Government in ordering additional works to the Antigua Bridge, and in not providing the engine-power specified."

But there was no engine-power specified. He actually gave his award in favour of the contractors, because Government had not fulfilled their conditions as to supplying the engine-power which was specified ; and yet there was no engine-power specified in the general conditions. There is a condition which might be read to specify a certain power, because it is provided that the commissioner shall allow the contractor the use of one locomotive engine and twenty ballast waggons for the purpose of ballasting the permanent way, for which a charge is to be made. It provides that the contractor shall have the use of the engine and trucks ; but there is no specification whatever as to any power that the engine is to be. I can quite imagine that Mr. Wade assumed that, because twenty trucks were allowed in addition to the engine, the engine should be able to draw the twenty trucks. I do not blame him for putting that construction upon it ; I think it is a very natural one, but at the same time there is nothing of the kind in the specification, and he had no right to assume it. Now, with reference to the evidence, as the hon. the leader of the Opposition has pointed out already, Mr. Stanley notified to the Government the necessity which he said there was for sending someone with Mr. Wade to Maryborough for the purpose of examining the line, in order that the case might be fairly represented on the part of the Government. Nobody was sent. Mr. Wade was delivered into the hands of the Philistines—the contractors, I should say—and, although it was suggested that Mr. Depree should be sent, while I have nothing whatever to say against that gentleman, I do not think he ought to have been placed in that position. Mr. Smith, as suggested by Mr. Stanley, was the officer who ought to have accompanied Mr. Wade. He was not in Brisbane ; but no attempt was made to get him. He was within reach of Brisbane, and could have been got within a week. No attempt was made to get his evidence until he came here without the knowledge of the Government, and then, having arrived at the last moment, he suggested to the Engineer that he should ask him to let him know what he had to say about the matter. The case had been gone into so far that Mr. Wade had decided to leave Brisbane on a certain morning, and on the previous night Mr. Smith arrived in Brisbane from Melbourne, where he had been for nine weeks. He received a note from Mr. Wade asking him to wait upon him in the morning ; he did so, and Mr. Smith told me himself he was not a quarter of an hour in Mr. Wade's presence. Of course, a portion of that time would not have been taken up in asking questions ; and was it possible that a gentleman occupying the position he had held as engineer on the line, could, in a quarter of an hour, or an hour, give all the evidence which ought to have been put before Mr. Wade to enable him to arrive at a fair decision ? It was not possible, and, as was pointed out by the leader of the Opposition, Mr. Smith was

asked to report. He sent in a report, and that report was not received until about a week after Mr. Wade's award was made. The Premier spoke of the time which had been spent over the case. I think it was thirteen days from the time Mr. Wade came here until the day of his report, which was written from Sydney. Was there not justification in saying that the case was hurried over, and that evidence was not put before Mr. Wade that ought to have been? It was disgraceful that any case should be settled in that way. Apart from that, I do not think that the payment should have been made in that way. If the Minister had taken the affair into his own hands, it would have been quite competent for him to have made an award if he saw that an injustice had been done. I know that commissioners do act unjustly: they try to act strictly within the conditions of the contract, and, in doing so, if they are in any doubt at all they have an inclination to give the Government the benefit, so that in some cases they are apt to act unfairly towards the contractors. I do not believe in the 40th paragraph. I think it is too stringent altogether, because it leaves the decision of a case entirely in the hands of one man, and that man from his position is bound to be prejudiced in favour of the Government and against the contractor. The effect of that is, that the contractors in sending in their tenders, as a matter of course, charge more highly than they would do under other circumstances. They know there is a tendency to act unfairly—not purposely, but there is a tendency to give the benefit of a doubt to the Government; and, knowing that is so, naturally enough they demand a higher sum than they would under other circumstances. Engineers give awards to the Government, which they, on second thoughts, do not feel certain about, and, therefore, they throw the contractor overboard. In receiving awards that have been given by the commissioners I have heard them admit themselves that certain decisions that they have given were improper ones, and the contractor should have had the benefit. I think that the 40th paragraph is a bad one, that it is bad for the contractors, bad for the Government, and bad for the country. I believe the effect of it is, that we have paid a higher price for our railways, and, at the same time, the contractors are less satisfied than they would be if the paragraph were abolished altogether. So far, I agree with the Premier. At the time the Premier drew it up, no doubt he thought he was doing a very good thing, but he has changed his mind. Under the circumstances we are justified in asking whether the Government intend to appoint an independent engineer to act as Mr. Wade had done, or is one firm of contractors only to be so favoured, and all others set aside? I know there are several other cases where a great deal of dissatisfaction has been shown with the decisions. A Minister can get both sides together and hear what they have to say; and, in all ordinary cases, he can do it as well himself. If he feels he is in any doubt about being able to do so, he can call upon someone else in whom he has confidence to recommend to him how the award should be given. I do not think an arbitrator should be appointed under the conditions as they now stand; nor do I think that any ordinary commissioner should be appointed so long as there is a commissioner at the head of affairs in the Railway Department. I do not think it is necessary for me to say more. I have pointed out that the appointment of Mr. Wade was illegal, and that his award was illegal because of his not having given it in accordance with the specification; and I think it is a gross case in which public money was illegally paid away, because, particularly in the matter of the first contract, the sum of £1,834 18s. 1d. was paid in connection with a contract for which the contractors had already given their receipt in full. Therefore they could have no claim whatever. There is one matter I have referred to already, but not thoroughly; that is, in regard to the particular case the Premier brought up, showing that the Chief Engineer of Railways was not the person who should have given a decision. The contractors made a claim which, it was pointed out by the Chief Engineer afterwards, had been paid. The accounts appeared to have been very carefully considered by the Chief Engineer, who stated that he had included the labour, and added 30 per cent. It is now admitted by the contractors that the whole amount was paid. This additional item ought not to have been paid; I do not know anything that could be plainer than that. And that is the very case which the Premier brought up to show that the Chief Engineer of Railways was not a man who was fit to settle these cases. I have pointed out that the claim which the Premier made in consideration of the contractors, on the ground of their being bound to carry out that additional work, had no foundation. They had no claim at all on account of that extra sinking, because they need not have undertaken the work. It is specially stipulated in the general conditions that, in all cases where additional work is required to be done, the contractors shall have the option of undertaking it if they like; but in the event of their not coming to terms with the Chief Engineer it shall be done by somebody else. They had undertaken the work and entered into an agreement with the Chief Engineer, and after their claim having been settled they were not satisfied, and they then made a claim to which they were not entitled in any way whatever.

The MINISTER FOR WORKS (Hon. W. Miles) said: Mr. Speaker,—The hon. member for Mulgrave has referred to my name in connection with the settlement of Mr. Macdonald's claim by the Government. I was one of the committee who investigated that claim, and I knew a good deal of the circumstances; and I came to the conclusion that the amount awarded by the jury at Rockhampton was very far in excess of the amount Mr. Macdonald was entitled to. I opposed the amount of the money being paid, because I did not think Mr. Macdonald was entitled to it. I am free to admit that I made use of some very strong language against Mr. Macdonald on account of the action he took in endeavouring to force that claim. Since that time the case has been retried. A new trial was held at Rockhampton some ten years afterwards, and the jury again gave Mr. Macdonald a verdict for an amount nearly the same as that which had been previously awarded him. I therefore came to the conclusion that, whatever opposition I had in the former instance, at all events the case had been taken back and reconsidered by the jury, and they came to the conclusion the second time that Mr. Macdonald was entitled to the same amount as they had granted him the first time.

The HON. SIR T. MCILWRAITH: No; £4,000 less.

The MINISTER FOR WORKS: I believe that it would have been better for the country if Mr. Macdonald's claim had been settled at the time. What have we been doing during the last week in passing this Land Bill? We have been legislating that in the event of the board who are to administer our land law coming to a decision and the plaintiff is not satisfied he may appeal and have the matter referred back, and the decision on the rehearing shall be final. That was the case with Mr. Macdonald's claim; it was referred back to the jury and he got the same award, and it should have been settled then.

I have nothing further to say upon that matter. With reference to the action I am said to have taken in settling this claim made upon the Government by the contractors of the Maryborough and Gympie Railway, I am accused by the leader of the Opposition of telling the arbitrator called in that he was to investigate and settle this case on its merits. Would it not have been the biggest farce in creation, supposing I had come to the conclusion to instruct the arbitrator to investigate the case and frame everything in his report in favour of the Government?

The HON. SIR T. MCILWRAITH: Yes; you were very likely to do that.

The MINISTER FOR WORKS: That is the only charge the leader of the Opposition has brought against me—that I instructed Mr. Wade to decide the case on its merits. I should like to know what else I was to do. What instructions was I to give? Was I to instruct Mr. Wade to investigate the case, but whatever he did he was to bring in his award in favour of the Government? Is that what the leader of the Opposition thinks I should have done? I had no intention of doing anything of the kind. I will take one single instance. The Chief Engineer entered into an agreement with the contractors for the hire of an engine and ballast waggons. It was guaranteed that the engine was capable of drawing ten loaded ballast waggons——

Mr. NORTON: Where is the guarantee?

The MINISTER FOR WORKS: When it was worked it was found it would only draw five loaded waggons, and the arbitrator, Mr. Wade, in that case reduced the charge from £6 to £3 a day.

Mr. NORTON: They had already reduced it themselves.

The MINISTER FOR WORKS: I say they did nothing of the sort.

The HON. SIR T. MCILWRAITH: Will you believe Mr. Wade if he says so?

The MINISTER FOR WORKS: The hon. member for Port Curtis does not know what he is talking about. He has been driving away there for half-an-hour, and there is not a single member in the House, except himself, who knows what he has been saying.

The HON. SIR T. MCILWRAITH: Will you believe Mr. Wade?

The MINISTER FOR WORKS: This is a special case, and there is no other like it. Let it be distinctly understood that Mr. Smith—and I have no desire to say anything harsh or unpleasant about him—when he was District Engineer inspecting the works being constructed, was supervising the work done by the contractors, and he condemned some of the work while it was being carried out; and when the work was finally completed by them, by that time Mr. Smith became Acting Chief Engineer, and, in fact, final judge to decide upon work which he had already condemned. That is the reason, and the only reason, that this is a special case, and that no other can possibly come up under the same circumstances. Mr. Smith was District Engineer while the works were being constructed; he condemned the works; and then it was proposed that he should become the final judge in the matter. It is well known to everybody that whenever Mr. Smith has had anything to do with contractors he has never left them until he has landed them in the Supreme Court, and, somehow, the country has always had to pay for it. I will refer to the first firm that ever built a railway in Queensland—Peto, Brassey, and Company—and in their case Mr. Smith was the means of involving the Government in a lawsuit.

The HON. SIR T. MCILWRAITH: No.

The MINISTER FOR WORKS: Then the hon. member must know better than I do.

The HON. SIR T. MCILWRAITH: It was the arbitrator; and every point was given in Mr. Smith's favour.

The MINISTER FOR WORKS: I have no desire to say anything likely to do Mr. Smith any harm, but unfortunately he has got a temper such that it is utterly impossible for any man to have anything to do with him without getting into trouble, and he eventually lands him in the Supreme Court. The contractors who carried out the extension of the railway from Gowrie Junction to Warwick were landed in the Supreme Court by Mr. Smith.

The HON. SIR T. MCILWRAITH: No.

The MINISTER FOR WORKS: What is the hon. gentleman sitting there for, saying "No"?

The HON. SIR T. MCILWRAITH: I say "No."

The MINISTER FOR WORKS: But I say "Yes." The infirmity of Mr. Smith's temper has been the means of involving the Government in lawsuit after lawsuit, and in this case the contractors had to go to the Supreme Court, and unfortunately there was this stringent clause in the contract, that the Chief Engineer's decision should be final. You can understand, Mr. Speaker, that Mr. Smith being District Engineer while the works were being constructed, and having condemned those works, it was a natural conclusion to come to, that he should not be the judge and decide upon the very work which he had condemned. That is all I have to say on the subject. The hon. member has gone in for a lot of legal quibbles and straw-splitting. I do not know how many times he repeated the statement that I gave Mr. Wade instructions to investigate this matter and decide it on its merits, and I do not care if he repeats it twenty times more. I hope I shall never do anything worse than that.

Mr. ANNEAR said: After the able speech delivered by the Premier, in defending the case with which I have been connected, it would be presumption on my part to attempt to add anything to what the hon. gentleman has said. Some time back a number of papers were laid on the table of the House, and several of those papers have been quoted by the leader of the Opposition. It might be supposed that he read from Mr. Wade's report only, but, from the remarks he made, I knew that he was quoting from a report which was laid on the table of the House, on the motion of the member for Port Curtis. The Minister for Works has dealt very kindly indeed with Mr. Smith. I shall not deal so kindly with him; I shall deal with him in the same spirit that he attempted to deal with me. If the statements contained in his letter printed in the return called for by the member for Port Curtis concerning me, are true, I would not have the courage to stand in this House, or even to stand in any town in the colony. My partner, Mr. Thorn, and myself are there charged with having been parties to the driving of short piles for a bridge on the Maryborough and Gympie Railway. Now, sir, to use a railway term, the piles referred to were "bishoped"—that is, they were driven first and marked afterwards. But how was this done? The sub-contractor whom we had in our employ got the inspector to go on the spree. They arranged it together, and neither Mr. Thorn nor I knew anything about it. To prove that we knew nothing about the matter, I may point out that the piles were paid for by the Government in accordance with those marks, and we also paid the sub-contractor in accordance

with those marks, and the receipts we obtained were placed before the Minister and the Chief Engineer. When it was first rumoured that the piles were short, Mr. John Thorn, my partner, proceeded to investigate the matter, and never rested night or day until he sifted it to the bottom. There was a man working there named MacGregor, and Mr. Thorn got hold of him and took him to the Chief Engineer, and thus proved what had actually been done. By that transaction Mr. Thorn and I lost £3,000. Some time ago the member for Gympie asked for an inquiry into the conduct of Mr. John Drysdale, who was employed on a wharf at Maryborough. The leader of the Opposition made a mistake in supposing that Drysdale had anything to do with the bridge about which I spoke just now. The charge made against Drysdale was that he did not know gum from ironbark when the bark was on the stick, and that was proved to be correct. But what was the result? Why, Drysdale, who was a great friend of the late Ministry, and also a friend of Mr. Smith, was sent up to Burrum Bridge at a salary of 50 per cent. in advance of what he was then getting; he was sent there because he was proved to be totally incompetent. After that inquiry, on the 10th of March, 1882, Mr. Smith and Mr Drysdale met together and concocted three letters which may be found in the return moved for by the member for Port Curtis, charging me with doing certain things that were done fifteen months before those letters were written. The leader of the Opposition said that my partner and I gave a receipt for payment for No. 1 section of the Maryborough and Gympie Railway. We did nothing of the kind. Our solicitor, Mr. A. J. Thynne, wrote a letter demanding £10,000 for that section, and I took that letter to the Commissioner for Railways. After delivering the letter, Mr. Thorn and I repaired to the office of the Chief Engineer and accepted a sum of money, and signed a paper under protest. The bill for the £10,000 was in the hands of the Commissioner before we signed that document. No final certificate was ever given for No. 1 section. The hon. gentleman referred to a letter written by Mr. Stanley. But I would remind him that previous to the date of that communication the question was submitted to Mr. Smith, who made his calculations during the time Mr. Stanley was on a visit to England. Now I will refer to the Antigua Bridge, and show how engineers can change their opinions. In that bridge there were three cylinder piers. The first was put down in accordance with the plan and specification, and completed; the middle one was put down to the contract depth; and the pier nearest Maryborough was also put down to the contract depth. The diver had inspected them, and we were preparing to put in the concrete, when we received an intimation that the piers were to be put down deeper, one of them as much as fifteen feet lower. I admit that we have been paid the cost of the labour employed in doing that work, but that did not recoup us any of the loss we sustained. The bridge is sixteen miles from Maryborough, and the length of the line is sixty-one miles from Maryborough. We expected to be able to carry all our railway material, the provisions for our horses, and everything else, on the line, but the alterations in that bridge prevented us doing that for several months. We were also obliged to put up a temporary bridge at that place, and we have not received a shilling for that outlay. The hon. member for Mulgrave further complained that Mr. Wade was not accompanied on his visit up the line by a Government officer. Mr. Depree was a Government officer, and was up there nearly the whole of the time the line was in course of construction; and he accompanied Mr. Wade. I can inform the hon. gentleman that when Mr. Wade came to Maryborough he had very little to say to the contractors; he kept clear of them, but he was accompanied by Mr. Depree and Mr. McGhie, Resident Engineer at Maryborough. I can also tell him that Mr. Smith was more than a quarter of an hour with Mr. Wade. I called on Mr. Wade in Brisbane, and had to wait half-an-hour before I could see him, as he was engaged with Mr. Smith; and I think the result of that interview was that Mr. Wade formed the same opinion about him as is entertained by a great many other people in the colony. The leader of the Opposition also said we should not be paid for the maintenance of the line. The second section we maintained for nine months after it was open for traffic. All we asked for was to be paid for the three additional months. The line was earning money for the country; it was opened, and no accident ever occurred, or has occurred since, and no defect has been found in its construction from the day it was first opened up to the present time. The hon. gentleman has also spoken about the ballast on No. 1 section; but I want to show that Mr. Smith came to Maryborough with the full determination to put my partner and myself in the Insolvent Court. He has not been able to do that yet, nor will he do so. He told two respectable men in Maryborough—and I took him before the Chief Engineer to repeat it—that he would "straighten those fellows up," but he said that in much stronger language than I now use. He did all he could to straighten us up, and, as an instance, I may refer to certificate No. 27, in which 32,000 yards of ballast is mentioned. Mr. Smith, without a re-measurement, reduced that to 26,000 yards, and without any explanation whatever. At that time Mr. Smith was supreme, and he knew that he had the hon. gentleman opposite at his back. Mr. Stanley dared not interfere, under penalty of sharing the same fate as Mr. Smith himself, who, in all his transactions, referred to his hon. friend, Sir Thomas McIlwraith, and boasted that he would be supported and held up by that hon. gentleman. There are many respectable residents of Maryborough who can bear out what I say; and, Mr. Speaker, the Czar of Russia is nothing when compared with that autocrat when he was supervising the Maryborough line. In referring to Mr. Smith—I call him "Mr." on this occasion, although I would not do so outside—I mean to be very careful in what I say, because it is all absolutely true. On one occasion that gentleman either went to the bank which did our business, or he wrote to the manager, and represented that when No. 2 section was completed we would be entitled to receive a certain sum of money. The bank dishonoured our cheques and promissory notes until I came to Brisbane. I was questioned by the manager, and he believed my statement against that of Mr. Smith; and within six months of that time I paid into the bank £9,000 more than Mr. Smith told the manager we were entitled to receive. That would be a nice gentleman to have for an arbitrator. There is a man to do justice to a claim—a man who would attempt to ruin my partner and myself by making a false statement to the bank! I have been in the colony for twenty-two years, and have known Mr. Smith ever since I have been here; and that man has caused the Government to lose between two and three hundred thousand pounds. I have worked under that gentleman when the line was being constructed between Ipswich and Toowoomba, and I have known his career since he has been in the colony; and he has landed many men in the Supreme Court; but he has not got me there yet. He is dead as far as his services to this

colony are concerned, but I live; and I am sure I shall outlive a man who would dare to do the injury he attempted to do to me. He has referred in a very kindly way to me in these papers, and, perhaps, I may enlighten hon. members as to what took place at Malmesbury some time ago. It appears that Mr. Smith removed the pegs of a man named Samuel Hulse, who was afterwards a contractor at the Enoggera waterworks. Hulse publicly horsewhipped him in the presence of Mr. Higinbotham, the Engineer-in-Chief, and was fined £5 at the police court next morning for assaulting him. That, at all events, is not much to Mr. Smith's credit. A great deal has been made out of this case, but I fancy I see in these papers the same hand as that of the hon. gentleman who has kept this matter so prominently before the public in a daily paper, but I am glad to see the Government are above being led away by what appears in that journal. In reference to the Maryborough election I wish to say this—that, as far as I was concerned, the Government had nothing whatever to do with it. It has been said that I received the support of the Government, but neither the Government nor anyone else supported me. I came before the Maryborough electors with my own tale to tell. I told it; and the result is, that I am now in this House. I am sorry that I should indulge in the language I have used to-night towards this man Smith; but the time may come when he may again be in the Public Service; if he does he will have the benefit of the truths I have told of him.

Question put and passed, and the House put into Committee of Supply.

The COLONIAL SECRETARY (Hon. S. W. Griffith) moved that the sum of £1,940 be granted for the service of His Excellency the Governor. The only change in this vote was an item of £350 to provide accommodation for the Birthday Ball. A sum of about that amount had been spent for a great many years, but instead of its being put down on the Estimates it had been paid out of the contingency fund of the Works Department. It seemed much more satisfactory to place the amount on the Estimates, so that hon. members might know what they were voting. At the present time, with the largely increased population of the city and the colony generally, there was no accommodation at Government House for the Governor to perform the duties expected of him, and in consequence additional accommodation had had to be provided. This year a more suitable building had been found in which to hold the May Ball.

Question put and passed.

The COLONIAL SECRETARY moved that £1,039 be granted for salaries and contingencies for the Executive Council. The only increase in salary was for the secretary to the Prime Minister, which was for the whole year instead of eight months, as explained in a foot-note.

Question put and passed.

The COLONIAL SECRETARY moved that £3,360 be granted for salaries and contingencies for the Legislative Council. The only change was an increase to the messenger from £100 to £120, making the salary to correspond with that of the messenger of the Legislative Assembly.

Mr. BLACK said he noticed that in everyone of the votes there was a certain amount for contingencies. In one item that had been passed there was a sum of £350 which was formerly included in the contingencies in the Public Works Department; but notwithstanding that that sum had been taken from the contingencies of that department, he noticed that there was still an increase of £500. He thought that was a matter which the Committee should take into consideration as the votes passed through. Large amounts were put under the head of "Contingencies," over which the House had no control when they had been voted. In the vote for the Secretary for Public Works, the amount for contingencies last year was £2,500, and now it was increased to £3,000, notwithstanding that £350 had been taken away.

The COLONIAL SECRETARY said that his colleague would explain that when the Committee came to it. It should be remembered that a large number of the Government buildings were of wood, and, owing to the white ants and other causes, they required a large expenditure.

Question put and passed.

The COLONIAL SECRETARY moved that £3,545 be granted for salaries and contingencies for the Legislative Assembly. The amount was the same as last year.

The HON. SIR T. MCILWRAITH said that, in the Estimates framed by the last Government, the Clerk of the Assembly was put down for an increase of £100. During the discussion on the Estimates in his (Sir T. McIlwraith's) absence in January last, the matter was referred to; and he understood, from the reply then given by the Premier, that the Government would consider the increase favourably. He thought that if there was an officer in the service deserving of an increase it was the Clerk of the Assembly. The only reason he had heard against that officer receiving the recognition due to him on account of the long time he had acted since any increase was given him, was that the salary of the Clerk of the Upper House would also have to be increased. Even if that were so, it would not be a good argument. If they did not want to increase one man's salary, that was no reason why a deserving officer should not receive the recognition due to him. But he did not think it followed that the same salary should be paid to the Clerk of the Council as to the Clerk of the Assembly. The amount of work done by the latter was infinitely greater than that done by the former. The Committee had passed the salary of the Clerk of the Council, and, remembering that he had received promotion from the position of Clerk Assistant, he thought they should acknowledge that the Clerk of the Assembly should get a larger sum. They knew perfectly well that the Clerk of the Assembly might have accepted the position of Clerk of the Council, but he did not do so, and he thought the Committee should remember the fact and give him an increased salary now.

The COLONIAL SECRETARY said the matter had been under consideration, but it was not thought desirable to increase the salary at the present time. It should be borne in mind that, in addition to the salary, the Clerk had quarters and light, which were estimated in the schedule at £150 a year. He very much doubted whether similar accommodation could be got for £200 a year. Then of course the Clerk got £200 as Secretary to the Board of Waterworks, so that the actual emoluments he received could not be less than £1,000 a year. The Government were bound to take those things into consideration.

The HON. SIR T. MCILWRAITH said that all those things were taken into consideration before. He did not think the salary Mr. Bernays received from the Board of Waterworks should be taken into consideration by the Committee. It was not paid by the Government in any shape or form; it was paid by the citizens of Brisbane. Mr. Bernays did his work efficiently in the House, and he had always done it just as efficiently for

the Board of Waterworks. Then, again, the fact that he received £600 from the Government and £200 from the board was a very different thing from receiving £800 from the Government. They could not take into consideration a salary of £800 when he retired from the Public Service, because his salary was only £600. There was no officer in the Government service who was more deserving of consideration. Every member of the House must acknowledge that. There was not a member of the House who had not been indebted to him. He had been most unsparing in the work he had done for them. £600 a year was not a high salary for a gentleman of his attainments, and especially considering the very long time that he had efficiently occupied the position he was in.

The COLONIAL SECRETARY said they need not say anything on the score of Mr. Bernays' efficiency. That was taken for granted. They were all aware of his efficiency, and of the arduous duties of the office he performed. He did not think it was necessary to refer to that matter.

The COLONIAL TREASURER said he would add his testimony to the remarks made by the hon. member for Mulgrave in regard to the efficiency of Mr. Bernays, and also the value of the services he rendered to every hon. member of the House. They all knew that from experience. He would point out to the Committee that they had endeavoured to keep down the increases as far as possible, and yet the Government were charged by the hon. member with introducing extravagant Estimates. It was somewhat extraordinary conduct that only half-an-hour ago the Estimates were described as highly extravagant, and before they had got over two pages of them they were requested to make increases on what he considered were very fair salaries at the present time. He could quite understand representations being made to increase the salaries of subordinates who were living on £150 or £200 a year. Those were cases which were fairly entitled to consideration. He did not think the circumstances of the colony justified them in increasing salaries where they could not be said to be insufficient. If the circumstances of the colony were such as to admit of their increasing the Estimates in giving larger salaries generally, certainly the first among them for consideration would be that of the Clerk of that House whose abilities were quite recognised; but he must, on behalf of the Treasury, enter his protest against any large salaries being increased at the present time.

The HON. SIR T. McILWRAITH said the hon. member assumed what was not a fact. The Government had exercised nothing like economy in the framing of the Estimates. He had never seen Estimates put before the Committee where there was a greater percentage of increase than there was at the present time, and especially in the salaries of the Civil servants.

The COLONIAL TREASURER: No.

The HON. SIR T. McILWRAITH: The hon. member made a very great mistake if he fancied, because they had censured those large increases which would come into their consideration on another occasion, that censure was to be a justification for him to go against any well-earned increase they might propose for some of the Civil servants who had been neglected.

Mr. GROOM said that, as the Speaker of the House, he wished to bear his testimony to the efficiency of Mr. Bernays, and he would also point out the fact that it was time the opinion was dissipated from the minds of hon. members, that no increases should be given to officers of the Legislative Assembly, unless increases were also given to officers of the Legislative Council. It had prevailed for a very long time, and the sooner that opinion was dissipated the better. He knew that a former President of the Legislative Council, the late Sir Maurice O'Connell, held the opinion, that it was actually an evasion of the privileges of the Legislative Council if the Legislative Assembly increased the salaries of their own officers and did not increase the salaries of the officers of the Legislative Council as well. He did not agree with that opinion at all. He had been looking over the Estimates of the sister colonies to see what practice was adopted there, and he found that the Chief Clerk of the Legislative Assembly of New South Wales received a much higher salary than the Clerk of the Parliaments and Legislative Council. It was the same in Victoria and New Zealand. In all three colonies the higher salary was paid to the Clerk of the Legislative Assembly, and very justly so, because the amount of work he had to do was greater, and it was not too much to say it was well earned. The same remarks applied to the other officers as well. In the Estimates of the Legislative Council the messenger had an increase from £100 to £120, simply putting him on a par with the messenger of their own House. Now, he would like to say a word to the Colonial Treasurer about that matter. The chief messenger of the Legislative Assembly, whose salary was £150, had to be here till very late hours indeed, and of course he had to keep up an appearance commensurate with his position as chief messenger. The schedule which was attached to the Estimates was somewhat misleading. It was stated there that he received 2s. 6d. a day, presumably as waiter in the refreshment room. The whole amount did not exceed £5 in the course of the year; in fact, it would take a long session to make it £5. He had taken the opportunity to write to the Colonial Secretary's Office before the Estimates were prepared to suggest that an honorarium of £25 could very easily be given to that messenger for extra services during the session. Hon. members would admit that officer had discharged his duties in a very satisfactory manner, and was worthy of a small emolument of that kind. All the officers of the House performed their duties in a very satisfactory manner. There was a very considerable amount of responsibility attached to the chief messenger, who, he thought, was entitled to that honorarium. The Colonial Treasurer, however, would not advance it. He mentioned the matter because he thought the messenger was justly entitled to special recognition.

The HON. SIR T. McILWRAITH said it was a great pity that people were not better paid in proportion to the work they did. He did not know a harder-worked man in that House than their messenger, who could always get them a paper years back, and could turn up for them copies of Acts almost as well as the Premier could do himself. At all events that officer was of great assistance to hon. members; and if they had a Sergeant-at-arms who had £300 a year he thought they ought to bear in mind the very great services performed by their messenger, who was worth three times any Sergeant-at-arms they ever had. The messenger did the whole work, and the Sergeant-at-arms got the whole of the salary. What did they want with a Sergeant-at-arms? The present one was only an ornament, and if they paid for an ornament they ought to have him in his chair. The Sergeant-at-arms was just as often knocking about as any hon. members were; he went in a very easy style up to the table, sat down, read a book, took a drink of water—and anyone would think he was connected with the Ministry, instead of being the Sergeant-at-arms. At all events, they ought to remember the messenger now.

Mr. ALAND said he might assure them he was much disappointed when he turned to the first page of the Estimates, when he received them some few weeks back, and found that no increase was proposed in the salary of their messenger, because, if he mistook not, when he mentioned the matter last January, when the Estimates were under consideration, it was almost promised by the Government that they would see that there was an increase in salary made this year. Now the Government talked about there being no increase on the Estimates. He had looked at the two schedules, and found the expenditure for 1883-4 was £1,738,000, and this year £1,971,000. There was over £200,000 difference somewhere, and he thought, as they went through the Estimates, that they should find there was a good deal of this sort of thing—that those who had large salaries, to them the increase was given.

The COLONIAL SECRETARY: No.

Mr. ALAND: The Premier said "No." He sincerely hoped that would prove to be the case, because he had made up his mind that he should certainly oppose the advance of salaries to those that were highly paid at the present time; but any small increase to men who were getting low salaries he certainly should approve of. Men who were getting over £300 a year now, he thought must be contented with their salary. This was not the time when they could afford to raise salaries over £300 a year.

Mr. GROOM said he was sure it was the wish of the Committee that their chief messenger should receive a small honorarium, and he was sure it would be a gratification to the Committee if the Colonial Treasurer would say that he would place on the next Supplementary Estimates a sum for that purpose. He could corroborate to their full extent the remarks which were made by the hon. the leader of the Opposition. He thought that officer deserved a higher salary, and he believed that outside the House he would get more, and he was most intelligent in supplying hon. members with information they required.

The COLONIAL SECRETARY said the Government would take the matter into consideration. With regard to what had been said about increased salaries, there were apparently a large number of increases under the head of police magistrates and clerks of petty sessions, but those were in lieu of fees taken away, and so were only apparent increases. With that exception, there were very few increases indeed.

Mr. BLACK said the fact undoubtedly remained that, whereas the anticipated increase of revenue for the year was only £182,000, the estimated increase of expenditure was £233,000. It was very probable, considering the severe drought the country was passing through, that the somewhat rosy estimate the Treasurer made when delivering his Financial Statement would not be realised, especially as the revenue from the land was likely to fall off. He was very glad to hear from the remarks of the hon. member for Toowoomba, Mr. Aland, that they were likely to have some assistance from that side of the Committee in checking inordinate increases. With regard to special increases of salaries which had been referred to, he thought the gentleman who was in receipt of £600 a year, with a good comfortable house, and wood, water, fire, and gas, was very well off. Of course, he knew his value; every year he had had the honour of a seat in the House he had heard the same reference to the worth of the gentleman in question. He certainly endorsed what had been said about the messenger, and he thought it would have been a very graceful act on the part of the Government if they had recognised his uniform courtesy and real ability by making him Sergeant-at-Arms when the vacancy occurred.

The COLONIAL SECRETARY said that, with reference to the large increase in the Estimates the hon. gentleman had mentioned, of course the hon. gentleman would not forget that of the additional expenditure £55,000 was for increased interest on the public debt, and £25,000 for increase on the schedule—advances to local bodies and other sums payable by law. That accounted for £80,000 of the increases. The remaining increases were almost entirely in in the Department of Railways.

Mr. BLACK: There is £100,000 besides that.

The COLONIAL SECRETARY: That will all be explained when we get to it.

The HON. SIR T. MCILWRAITH said he would point out to the hon. member that he might have avoided the increase in the schedule by declining to pay the large sum they had paid to Mr. P. F. Macdonald.

The COLONIAL SECRETARY said that a still simpler way would have been to put down only half the interest on the public debt.

Mr. ALAND said that the Premier had made a remark that the chief increases were in the salaries of police magistrates and others who had hitherto been in the habit of receiving fees; but he noticed that there was no corresponding increase under the head of "Miscellaneous Services" in the estimate of Ways and Means. He thought that those fees were to come into the Treasury; and that being the case, the Ways and Means should have been increased by at least the amount of increases given to the officers in lieu of the fees.

Mr. BLACK said that the Premier had directed his attention to the fact that a large amount of the increase was due to the increase in the interest on the public debt; but he had taken that into account in his calculation. The increase in the expenditure required for this year was £233,000 exclusive of the public debt altogether—simply the working expenses of the colony.

Question put and passed.

The COLONIAL SECRETARY moved that a sum of £8,384 be granted for salaries and contingencies for the Legislative Council and Legislative Assembly. He said the only change in the item was in connection with the reporting staff. Last year the staff comprised five shorthand writers—one at £450, one at £400, one at £350, two at £300, and four cadets at £300. The cadets were now classed as shorthand-writers, and one of the shorthand-writers who had been receiving £350 had being replaced by one receiving £300, making a total reduction of £50. In other respects the item was just the same as last year.

Mr. NORTON said that during the last short session a discussion had taken place on a motion by the hon. member for Burke, that the payment to the Librarian for compiling the catalogue of the Library should be increased. There was a general understanding at that time that the honorarium which had been made to the Librarian was really below the amount he ought to have received, had full consideration been given to the value of the work. The amount paid was based on the recommendation of the Library Committee, and was, he thought, lower than would otherwise have been the case, because it was thought that there might be some difficulty in getting a vote for the higher amount; but there was a general expression in the House in favour of the sum

being increased to £1,000, and he thought that some members of the Government had led the House to understand that the additional amount would be placed on the Estimates this session.

The COLONIAL SECRETARY said he did not think there had been any general understanding on the matter. The Government undertook to give it further consideration. They had given that further consideration to the subject, and considering that during the time the Librarian was compiling the catalogue he was receiving full pay, and that a great part of the work was done during the hours for which he was being paid, the Government saw no reason for revising the conclusion their predecessors had come to. He was quite aware of, and was very glad to testify to, the great value of the work. If anything, it was almost too good for a comparatively small library. It was a wonderful specimen of work as a catalogue; but in dealing with the public funds they had to consider its pecuniary value. No doubt a great deal of time, care, and trouble had been bestowed on the work, but the gentleman had been paid his full salary all the time, and he had lately received an addition to his salary.

Mr. NORTON said his impression last session was that the Government intended to take the matter into their favourable consideration. Though the Librarian had been receiving full salary, he had to work very late at night, and he had spent a great deal of extra time on the catalogue. Some time ago that gentleman was very much under-estimated; but the hon. members who had under-estimated him had since then expressed their regret and testified to his ability.

Mr. GROOM said he could endorse what the hon. member for Port Curtis said. He certainly thought that the Colonial Treasurer made a promise.

The COLONIAL TREASURER: I said I would consider the matter.

Mr. GROOM said he considered the catalogue as good an advertisement as Queensland had ever had. It had been applied for by institutions in all parts of the civilised world; and if they were to accede to all the applications made by learned men, the work would be out of publication in a very short time, as only 80 volumes were left out of the 400 published. He believed that in the course of years, when the work was reprinted, it would be found to be one of the most useful publications connected with any library in the world. The evidence given by men of intellect and ability showed the great value of the work, and he considered the £400 extra asked for would be a bare recompense for the immense labour bestowed on it for years.

Mr. MIDGLEY said it was a matter of gratification to him that the hon. member who had just spoken was made Speaker, and not Colonial Treasurer, for of all the men who wished to spend the public money, he beat the lot. If the Government would entertain the idea—a sort of radical idea—of throwing the Library open to the public during the recess, and giving the officials something to do, there might be something in the claim put forward; but he really thought it was a demand which ought not to be entertained, considering the handsome manner in which the work had been recognised. The Librarian was as well paid as any official employed by Parliament, and he should oppose the motion to the utmost.

Mr. PALMER said that some time ago he brought forward a motion for a gratuity to the Librarian, and he withdrew it on the understanding that the Government would take the matter into their favourable consideration; but it seemed that he had reckoned without his host. A little later he raised the question again, and on that occasion the Colonial Treasurer said:—

"He fully believed that everything that had been said in praise of the catalogue was justified: but the Government really had not had time to consider the matter, on account of the session coming on so early in the year. He could hardly make any promise at present, but the expression of opinion that had been given would not be lost upon the Government, and before the House met again they would have arrived at some conclusion on the subject."

He (Mr. Palmer) understood from the Premier also that he would take it into his favourable consideration, especially after the expression of opinion on the part of the Committee. Every month added to the recognised value of the work. The Librarian had been made a member of the Librarian's Association of the United Kingdom, an honour reserved for only men of great literary talents. The catalogue itself was a most valuable work of reference. Hon. members had only to refer to any subject, to find the names of all the works in the Library connected with that subject, and they were thus able to save a great deal of time. He hoped the Government would show that the work commanded in the country in which it originated the same appreciation it had received in other parts of the world. He could only say that the Librarian was fully entitled to the extra gratuity, considering the unremitting labour he had bestowed on the work when he was receiving a lower salary than he received at present.

Mr. ALAND said there was another matter in connection with the vote which he wished to mention, and he trusted he should have the support of the leader of the Opposition. He referred to the fact that the Library was kept open all the day on Sunday during the session.

Mr. NORTON: That has been altered.

Mr. ALAND: It must have been altered very recently.

Mr. GROOM: Since last Sunday.

Mr. ALAND said that at any rate up to last Sunday the Library had been kept open all day, and up to 10 o'clock at night. That seemed altogether unnecessary. Not only was the Library messenger kept there, but the hall-porter had to be at his post the whole of Sunday. No doubt when those officials were engaged they knew that that was part of their duty, so that possibly it might not be a matter of unfairness to them. From inquiries he had made he found that very few members—seldom more than one or two—attended on a Sunday for the purpose of making use of the Library, and some Sundays passed without any members whatever putting in an appearance. Such being the case, it was for the Committee to determine whether it would not be better to close the Library on Sundays, and so allow the messenger and hall-porter to have the day to themselves.

Mr. GROOM said the question was under the notice of the Library Committee a month ago, and it was then decided not to close the Library on Sunday until they had an expression of opinion from hon. members on the subject when the estimate was under discussion. He (Mr. Groom) instructed the Library messenger to keep an account for a month of the number of members who availed themselves of the Library on Sundays, and he read the return at a meeting of the Library Committee held yesterday. The Library was open from 8 o'clock a.m. till 10 p.m. On Sunday, the 9th October, not a solitary member came near the building; on the following Sunday two came, and one remained till half-past 12 o'clock; on the next Sunday there were two, and one

went away at 10 o'clock, and the other at half-past 11; last Sunday there were only two, and one remained till 11 o'clock, and the other till half-past 12. On learning those facts, the Library Committee decided that the Library should be closed at 1 o'clock during the remainder of the session. If the Committee were of opinion that the Library should be closed the whole day on Sunday, the Library Committee would be only too glad to give effect to their instructions.

Mr. MIDGLEY suggested that the Library should be kept open till 11 o'clock on week-nights when Parliament was in session. When the House happened to adjourn at 10 o'clock, there were some half-dozen members who could not get home for an hour or so, and as the gas was turned out in the Library immediately after the House rose, they were left to wander about the streets. He would commend his suggestion to the attention of the Library Committee.

Mr. JORDAN said he was glad to hear that hon. members did not come to read in the Library on Sundays; not that there would be anything very wrong in doing so, but it led him to hope that they went to church—like the leader of the Opposition. He hoped they would continue to do so, and in the meantime he should support the action taken by the Library Committee.

Mr. T. CAMPBELL said that, with regard to the Librarian, he recollected that last session a promise was given by the Government that his claims would be considered during the recess; and the impression left on his mind was that the Colonial Treasurer led hon. members to believe that an extra honorarium of £400 would be granted.

Mr. NORTON: He was only joking.

Mr. T. CAMPBELL said he did not think the Colonial Treasurer would go back from his promise. It was needless for him to say anything in praise of the catalogue, for all hon. members were agreed as to its excellence, and those who had occasion to consult it found it a most valuable guide to the contents of the Library. It was the best catalogue he had seen, and he had seen a good many. It had been said that the Librarian was paid his salary while compiling the catalogue. So he was, but by far the larger part of the work was done out of office-hours. Taking that into consideration, the Government might gracefully accede to giving an increased gratuity of £400, especially after the distinct promise made by the Colonial Treasurer. As to keeping the Library open on Sundays, he thought that if even one member wished to consult it on that day—though he might be better employed in going to church—he had a right to do so. Considering that there was only one small boy required to attend to the Library on Sunday no great hardship was done; and although he would like to see members observing Sundays in a better way, they ought to be able to consult their own inclinations in the matter.

The COLONIAL SECRETARY said he was not aware of the arrangements about the Library, but he thought it most unreasonable that it should be kept open all day on Sunday, and he was glad to hear that the Library Committee had determined to close it at 1 o'clock. He saw no reason why the Library should be open at all on Sundays when the House was not in session, and he trusted the Committee would also arrive at that conclusion.

The HON. SIR T. MCILWRAITH said he was a member of the Library Committee when it was determined to open the Library on Sundays, the reason being that it would convenience country members, large numbers of whom used it at that time. As to the present usage, the evidence given by the Speaker was conclusive, and if the Library was not used it should not be kept open. In his time the ordinary Library messengers were not employed on Sundays, but an extra man was engaged for the purpose and paid. No extra work was thrown upon the regular servants of the Library, although they were made responsible for the condition of the Library. But after the statistics of the Speaker, showing that not half-a-dozen members a month attended, the matter was hardly worth discussing.

Mr. NORTON said he remembered when the question of opening the Library on Sundays was first brought forward two or three years ago, and he knew that at that time a good many members wished to make use of the Library on that day. However, when asked if he would recommend that it be opened, he positively declined, because he held that any member who wanted a book to read on Sunday could take it out on Saturday. It appeared, however, that attendance on Sundays had almost entirely died out, but of course, according to the rule, the Library must be kept open. With reference to the boy messenger who took charge of it on Sundays, he understood that he got additional pay for doing so.

Mr. GROOM (as Speaker) said the hall porter was also obliged to be in attendance on Sundays, and he got nothing except his regular salary. He thought hon. members would see the hardship of his case when he stated that that officer had to be at his post from 8 o'clock in the morning until 10 o'clock at night every day, from Monday morning until Sunday night, so that really he got no time for rest or anything else. It was, no doubt, quite true that the boy in attendance in the Library on Sundays did receive a small emolument for his services, but he (Mr. Groom) was in a position to say that he would much rather have a day's rest than the small sum he received.

The HON. SIR T. MCILWRAITH said hon. members appeared to forget that the hall porter was appointed to keep cows out of the hall, and cows would stray about the streets on Sunday as well as any other day. He wished to get through the item, but would like to get some information as to when they were likely to have the Chamber lighted with the electric light. It was more than eighteen months since the order was given, and they were still there stewing at that time of night over a miserable item of £300 for gas.

The COLONIAL SECRETARY said the building for the purpose was going on as rapidly as possible, and there would be no delay as far as that was concerned; but there was no chance of having the building lighted by electric light this session. It would, however, be ready by next session. He might say that he had never been able to discover any authority for supplying the electric light. The only document that he had discovered connected with the matter was the account that had to be paid.

Mr. BAILEY said they were dealing with the Library question in rather a selfish spirit. They had a splendid library; there was hardly a library like it in New South Wales, and yet they kept it entirely to themselves, and would not allow the public to have access to it in any shape or form.

The HON. SIR T. MCILWRAITH: A very good job too.

Mr. BAILEY: He did not think so. There were many students in the city of Brisbane—many men of studious habits and literary tastes—who would be very glad indeed to have the privilege of access to the Library on Sundays. What right had the members of that House

to keep the books in the Library entirely to themselves? They did not pay for them; they were paid for by the people of the colony; and why should the Library be shut up on Sundays, instead of being open to any man in the city who wished to consult the works of reference that he could obtain there, and could obtain in no other place? He would be strongly in favour of opening the Library to the public all day on Sunday. Let them put on as many restrictions as they pleased for the safety of the Library, but why not enable every man of studious habits to have access to it when it was the property of the people and was paid for by them? It was all very well to call it "our library," but it was not their library. It belonged to the people of the colony, who ought to have the use of it. They could not conveniently allow the public access to it on week days, especially when the House was sitting; but he thought it ought to be open to the public on Sundays, under certain restrictions. He believed that it would be a great educational boon to many people in the city. He rather regretted the spirit of sabbatarianism that was springing up amongst hon. members. He himself must plead guilty to being a Sunday frequenter of the Library, and he could assure hon. members that he had done more work there on Sunday than on any week day. He should like other people to have the same privilege that he had enjoyed since he had been a member of the House, and regretted very much that they were deprived of it.

Mr. GRIMES said it was evident, from the remarks of the hon. the Speaker, that no good purpose was served by opening the Library on Sundays; and he hoped that those who had charge of it would take the expression of opinion given by hon. members, and close it altogether on Sundays so as to allow the officers to have a day's rest in the week.

Mr. DONALDSON said he was one of those who frequented the Library on Sundays, but he should be very sorry to do so if by so doing he deprived the officers of a day's rest in the week. He thought it was only fair that, having late hours every night, they should have a holiday on Sunday; and he hoped the Committee would close the Library on that day.

Mr. T. CAMPBELL said he was not going to allow the vote to pass without asking an expression of opinion from the Committee as to the catalogue compiled by the Librarian. During the last short session he understood the hon. the Colonial Treasurer to give a distinct promise that that officer should be granted a further sum, and the remarks of the hon. member for Burke clearly showed that he did give a promise to that effect. He therefore thought the hon. gentleman could hardly wriggle out of the matter so easily as he thought he could.

The COLONIAL TREASURER said he did give a promise last session that he would bring the matter referred to before the Government. He had done so, and after consideration they deemed it unnecessary that any further payment should be made than had been granted already.

Item put and passed.

On the motion of the COLONIAL TREASURER, the CHAIRMAN left the chair, reported progress, and obtained leave to sit again tomorrow.

ADJOURNMENT.

The PREMIER, in moving the adjournment of the House, said the business to be taken on Tuesday, after the third reading of the Land Bill, would be the Defence Bill in committee.

The House adjourned at ten minutes past 11 o'clock.