Queensland

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[Hansard]

Legislative Council

THURSDAY, 4 DECEMBER 1884

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LEGISLATIVE COUNCIL.

Thursday, 4 *December*, 1884.

Brisbane Tramways.—Motion for Adjournment.—Crown Lands Bill—committee.

The PRESIDENT took the chair at 4 o'clock.

BRISBANE TRAMWAYS.

The HON. W. H. WALSH said: Hon. gentlemen,—In moving the motion standing in my name, I shall endeavour to do so as briefly as possible, because I know there is an anxiety to see more important business proceeded with, and I do not wish to take up more time than is absolutely necessary. The motion, as hon. gentlemen will see if they have read it, refers to a matter which appears to me to have not received sufficient consideration, either from the Government of the day, from the municipality of Brisbane, or from the citizens generally. I only regret that it did not occur to me at an earlier period of the session to call—for the good of the country—for the information at least, of the people of the country—for these papers, so that during the present session of Parliament we might have had an opportunity of fully discussing the question; but I do trust that we shall get the papers in time this session, so that, at any rate, they may be circulated through the length and breadth of the land, and especially through the municipality of Brisbane, in order that next session the matter, if it is thought sufficiently important, may be further inquired into. The information sought, so far as I am aware, has been stealthily almost—at any rate, quite kept back from the people. I have not talked yet to a single citizen of Brisbane who seemed to possess any knowledge respecting this tramway that has been authorised. Few knew under what authority it had been done. Certainly not half-a-dozen persons I have spoken to were aware that their own municipality had accepted it; and when I first mentioned the question about two months ago, and asked if they were not aware of the injury I considered was going to be done by the tramway being put down in the main street of the city, one of those persons denied that it was going down the main street at all. When I spoke to a prominent citizen of Brisbane in Queen street on the subject, he said, "Nothing of the sort; the Government will never authorise it; the syndicate will never attempt to construct the line here." But I said, "The arrangement has been agreed to; it is done as far as entering into the arrangements goes." From that day to this I find that there has been as much ignorance displayed generally by the citizens of Brisbane on the subject as there has been indifference, and it is very easily seen that there is a great deal of that. I shall not enter into all the particulars I intended, but shall read the motion, so that hon. members will understand what I am asking for:—

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

1. Copies of all correspondence between Mr. C. H. Buzacott, or any other person or persons, corporation, company, or syndicate, or his or their agents respectively, and the Government, relative to the construction of a horse or other tramway line—said to be authorised within the city of Brisbane.

2. Such Return to embrace also—A copy of any sanction given, or of any agreement entered into; and a tracing showing the streets to be traversed or intersected by the said tramway; the width of said streets from pavement to pavement; and the exact positions the tramway lines will occupy in said streets or thoroughfares.

3. The names of the promoters of any syndicate or company made known to the Government at the time such agreement was entered into, and the names of those gentlemen with whom the Government may have treated.

I feel it necessary to give a word of explanation as to why I have introduced the name of Mr. C. H. Buzacott, and it is this: I find on reference to his own paper that this tramway syndicate has arisen out of the remains of a defunct company bearing another name, and put together to perform other business; and in that Mr. C. H. Buzacott figures largely. I find on reference to his own paper that he is, I believe, at this moment—at any rate, he was—chairman of the syndicate treating with the Government on this matter; and as he represents in this country, not only the Fourth Estate, but is a most powerful and prominent member probably of the Fourth Estate, it does appear to me absolutely necessary that it should be shown that he, a gentleman claiming and occupying such a powerful position, has been the one who has done probably the most in entering into this extraordinary—made this silent—arrangement with the Government. I say "silent" because little or nothing has been heard of it. No advertisements, I believe, have appeared in the public Press indicating that such an arrangement was being conducted. There was, I believe, a solitary advertisement a short time ago—a very brief one—in the *Government Gazette*, and if it appeared more than once I am unable to trace it. It certainly does not appear in the index to the *Government Gazette* of the year. There has been only one, I believe; and I say that a gentleman occupying that position, who claims the right to dictate to the people of the colony what is good and what is bad; who claims the right to criticise members of Parliament and Ministers; to say whether their proceedings are properly conducted or misconducted; who claims that almost sovereign right, and in fact addresses us in the plural—in kingly style; and who tells us that we make Acts of Parliament that are injurious or mischievous to the country; and who finds fault with us in our positions as private individuals;—I say that for a gentleman occupying, or arrogating to himself the right to do that—to possess that influence—presumably to possess that influence—to make an arrangement with the Government in a grave matter of this kind is highly dangerous. I leave it to the citizens of Brisbane to determine whether having a tramway down their main street is a palatable thing or not—whether in justice, or rather in injustice, it should be done; but I do protest against a gentleman who arrogates to himself the power of being the critic—of determining what is right and what is wrong in our municipal, in our social, in our judicial, in our parliamentary proceedings—I do protest against a gentleman occupying that position being allowed to approach the Government as

the head of a syndicate which is demanding unusual favours. In order to fortify what I have said, let me read the first mention I have seen in Mr. Buzacott's own paper—probably his own writing—on this very tramway question. A leading article in the *Observer*, of Tuesday, Nov. 6, says :—

"The city council have been sitting for more than a year on the tramway question, and they have proclaimed their incapacity to come to a decision. They are probably aware that they cannot, even if unanimous, prevent the construction of the tramway unless they lodge a 'reasonable objection' with the Governor in Council against the granting of a constructing order under the Act of 1882. Now, what would be a reasonable objection? Would the fact that the council is unable to come to a unanimous decision be such kind of objection? Would the fact that if a joint-stock company undertook the tramway they would be compelled to make and maintain seventeen feet of the most used part of the roadway be a reasonable objection?"

And he goes on in that style. The man who possesses the power to write in that way respecting a matter *sub judice* ought not to be in the position of an appellant to the Government as chairman of a syndicate, and use his deterring influence with the municipal council. Under such circumstances the Government should have been very open and candid, and should have let the people know what was being done. I need not tell hon. members that in the course of time the municipality of Brisbane seems to have been utterly subdued—probably by the threats and recriminations of this paper. They appear to have given in, although of that we have no real knowledge ; and I dare say the representative of the Government in this Chamber will be able to give us the information. Here is the first light thrown upon the matter, on the 4th December following :—

"At the first meeting of the directors of the Metropolitan Tramway and Investment Company, Limited, held at the company's temporary office, Queen street, yesterday, the agreement between the liquidators of the old company and the directors of the new one was submitted and formally approved by resolution. In the prolonged absence of Mr E. W. Walker, the chairman of the company, it was at first intended to appoint an acting chairman, but it being evidently desirable, having regard to the important business to be transacted during the next three months, that a chairman should be appointed, Mr. Buzacott ultimately accepted that position with the understanding that he should be at liberty to retire on Mr. Walker's return in March next. After discussion as to the most advisable course to be taken with respect to the shares purchased by the liquidators from dissentient members, it was resolved that such shares, together with the small balance of the original 5000 issue of the old company, should be open to application at 25s., being the sum called up on the other shares. Inquiry was then made of Mr. Brown as to the forwardness of the plans"—

Mark what follows! It is significant of the influence which this syndicate had at that time—

"from which it appeared that the general features of his scheme had been approved by Mr. H. C. Stanley, the company's consulting engineer, but that further conference was necessary in regard to details, before the plans and specifications would be ready for deposit with the Minister and the several local authorities."

In another paragraph which appears in this paper, it is announced officially by the chairman of the company that they have made arrangements with the Minister for Works to authorise and allow the Engineer-in-Chief, Mr. H. C. Stanley, to be their consulting engineer. I do not know whether there is anything wrong in that or not, but I believe it was a result attributable to the powerful influence possessed by the managing editor of the *Courier* newspaper. I bring no charge against Mr. C. H. Buzacott, except that he is too powerful a man to be at the head of syndicates having requests to make from the Government, and whose business it is apparently to invade the rights and property of the Brisbane citizens. I am a very bad judge indeed of what the result will be if I am not justified in saying that Queensland will be absolutely ruined by it, and the trade of Brisbane will be completely ruined by it.

The HON. K. I. O'DOHERTY : No.

The HON. W. H. WALSH: If the hon. gentleman had been with me to-day he would have seen an extraordinary illustration of my conviction. I happened to be driving up George street and was checked to some extent by a row of three drays filled with merchandise. They were equal to the width, perhaps, of two tramways, and being heavily laden moved along at about the pace these trams will move. They caused a regular procession on either side of them up and down the street. It struck me that will be the pace at which we will be obliged to travel in the main street of Brisbane when we have a double tramway passing down the middle of it. It has been said that these tramways are suffered to exist elsewhere in the world, and in main streets. I admit that, but I am well advised that in the city of Sydney, in Paris, and all the great continental cities, there are no tramways laid down in the main streets. In America, of course there are exceptions. Hon. gentlemen will agree with me, however, that the arrangements made with the syndicate, of which Mr. Buzacott was or is chairman, have been most mysterious. The arrangements which led the Government and the municipality to agree to it should have been made known to the public. I beg to move the motion standing in my name.

The POSTMASTER-GENERAL (Hon. C. S. Mein) said : Hon. gentlemen,—The Government have no objection to furnish this return, and possibly, having said that, very little more is required to be said. But as the hon. gentleman thought fit to criticise the Government's action in some respects, I may mention that he is entirely in error with regard to the non-publication of the information concerning the proposals for the construction of this tramway, or the permission given to construct it. The statute requires that certain things should be performed by the contemplating constructing authority, and, amongst other things, it stipulates that the person or company wishing to construct shall apply to the Minister for an Order in Council to construct, and shall cause to be prepared plans, sections, specifications, and books of reference of the proposed tramway and an estimate of the cost of the same. They are also obliged to prepare a certified cost of such plans, etc., and estimate to be deposited with the Minister and in the office of every council or other local authority having jurisdiction over the streets in which the tramway is to be laid. They are also required to deposit with the plans a certified copy of the memorandum and articles of association, a statement showing the names and residences of every shareholder and the number of shares held by him, and a statement of the amount of capital paid up to date. They have further to deposit with the Colonial Treasurer a sum equal to one-twentieth of the estimated cost of the tramway, which is detained as security for its completion; and further, a notice stating that such application, with plans and other documents, have been deposited as required and were at all reasonable times open to the inspection of every ratepayer interested therein, must be published for one month at least in some newspaper generally circulating in the district through which the tramway is to be laid, in the *Gazette*, and in one of the Brisbane daily papers. I know as a fact that the advertisement containing the notice of these facts was not only inserted in the *Gazette*, but in two of the Brisbane newspapers—in the *Telegraph* and *Courier*. The public have had

every possible notice, and the constructing authority have gone out of their way to give the public extra notice by advertising in more than one paper. All those items in the *Courier* to which the hon. gentleman has referred were simply additional intimations to the public of what it was contemplated to do. The public have no ground for complaint in this matter. I was not in the Government, I think, when the matter came before them, and, at all events, I took no part in the Government proceedings with regard to it; but I am perfectly satisfied every proper precaution has been taken by the Government to see that the public interests are conserved. My impression is that the Minister for Works, under whose department the matter came, referred it to the parties interested—the municipality through whose streets it was proposed the tramway should be constructed. I know the municipal council eagerly embraced the idea, and gave a cordial consent to the proposed works being carried out. As to the advisability or otherwise of constructing lines of tramway, that is beside the question. We have already had a debate upon that, and it is too late to go into it now, unless the hon. gentleman is prepared to introduce a measure to repeal the Tramways Act of 1882. As to Mr. Buzacott having certain influence with the Government, I can assure the hon. gentleman that Mr. Buzacott has no more influence, and probably not so much influence, with the Government as the hon. gentleman himself, and nobody knows that better than the Hon. Mr. Walsh.

The HON. K. I. O'DOHERTY said: Hon. gentlemen,—As I made an exclamation while the Hon. Mr. Walsh was speaking, I think I should say a word in reference to this subject. It seems to me the entire question of tramways and the objection to them depends upon the way they are carried out. I have seen them myself in Paris, and I have heard from those who had seen them in San Francisco and other American cities, that they are carried out without the slightest obstruction to traffic—the whole question depending upon how the rails are laid down, so as not to interfere with ordinary wheeled vehicles. If ever there was a tramway in the world that could have been condemned as an obstruction to traffic it is the tramway in Sydney. I have been myself a traveller on that tramway, and I have been surprised that there were not half-a-dozen victims a day. It is an unusually nasty, great big tramway, and enough to frighten anyone travelling on it. I remember that on the South Head road there was exactly room for a vehicle to pass on each side between the tramway and the kerb, and yet, when I made inquiries, I found that the horses became so accustomed to it that even in a narrow street like that there was no obstruction to traffic; and so far from property being injured in value along the line, it had considerably increased in value wherever it was. That was the opinion I received, and I was inclined to believe it; and I believe we need have no fear that property will be reduced in value by the construction of a tramway in Brisbane. I think the tramways contemplated by this company will supply a great want in the city, and that they are well worthy of our support. I shall be very glad to see them carried out, although I am not a shareholder to the extent of even one share. I believe the tramways will be a great benefit to Brisbane, and I cannot agree with the Hon. Mr. Walsh in his objection to them on account of Mr. Buzacott's connection with the company.

The HON. W. H. WALSH: That is not my objection at all,

The HON. J. TAYLOR said: Hon. gentlemen,—I am not at all convinced, even after the eloquent speech of the Hon. Dr. O'Doherty, that these tramways will be successful as a commercial speculation. He regrets that he is not a shareholder. I think it is very fortunate for him that he is not. In my opinion, it will be a very long time indeed before they pay a dividend. It is all very well to talk about tramways in large districts. No doubt they will pay there; but where is the population in Brisbane to make a tramway pay? I still maintain, as I have said before, that tramways down Queen street will injure property in that street. Whether I am right or wrong in my opinion, time will show. The company want sixteen feet out of the middle of the street for the tramway—so the contractor informs me—and I should like to know when you take sixteen feet off the street, besides the footways on both sides, what room there will be for vehicles to pass? Two vehicles cannot pass between the tramway and the footpath. There are a great many nervous horses in Brisbane which will very likely be startled by the trams and run away, and I believe that accidents will be numerous. Whether they will or not, we shall see in two or three months after the line is in operation. I have a great objection to a tramway going down Queen street, and I think it is a piece of folly on the part of the corporation to allow it.

Question put and passed.

MOTION FOR ADJOURNMENT.

The HON. K. I. O'DOHERTY said: Hon. gentlemen,—I rise to move the adjournment of the House. I regret that I have to make the motion on a matter personal to myself. This is the first time, so far as I can recollect in my experience of parliamentary life, that I have had to do so, and I sincerely trust it will be the last. It will be in the recollection of hon. members that last evening the hon. the Postmaster-General, wishing to point a moral in reference to a certain clause in the Land Bill, made use of the following language:—

"He had no sympathy with persons who desired to acquire large freeholds in the name of agricultural holdings. He was at that moment looking at some persons who had selected land—the pick of the country—and who had not expended a shilling upon it. They got that land from the country at 10s. an acre.

"The Hon. T. L. MURRAY-PRIOR: Does the hon. gentleman refer to me?

"The POSTMASTER-GENERAL: He was not referring to the hon. gentleman individually. Those men valued their holdings within three years after their selection at £10 an acre, although they only paid 10s. an acre to the State, and gave no corresponding equivalent whatever. He repeated that he had no sympathy with those men. They did not do any good for the country, but only benefited their own pockets at the expense of the State.

"An HONOURABLE MEMBER: Who are they?

"The POSTMASTER-GENERAL: And those were the men who called themselves patriots, the champions of the people, and of the poor man!"

The hon. gentleman looked fixedly at me when he made those remarks, and I appealed to him whether he referred to me or not. From his answer to my question it is perfectly plain that he did so.

The POSTMASTER-GENERAL: Read what you said.

The HON. K. I. O'DOHERTY: The hon. gentleman looked fixedly at me, and I asked him whether he alluded to me.

"The Hon. K. I. O'DOHERTY said he did not know whether the hon. gentleman referred to him, but he looked very suspiciously at him. If he did, all he (Hon. Dr. O'Doherty) could honestly say was that he never made a greater mistake in his life. He had taken up land, it was true, and paid 10s. an acre for it; but there had been within the last three years £50,000 spent upon

it. If that was not doing good to the State he did not know what was. And now, after having spent £50,000 upon it, the hon. gentleman and his colleagues were trying to rob them of it.

"The POSTMASTER-GENERAL: He denied the statement most distinctly. There was not a particle of truth in it. And he could go further, and say that the hon. gentleman himself had not spent a threepenny bit of his own money on it."

In those few remarks of the Postmastsr-General there are no less than four charges brought against me, each of which is a grave accusation. What I consider the gravest of all is contained in the statement, "And those were the men who called themselves patriots, the champions of the people and of the poor man." The hon. gentleman looked fixedly at me when he used those words, and thought to make a great point in his position as a member of the Government by referring to me in the matter. I have only to say that it was in the highest degree unworthy of him and of his position in this House, and of his position as a member of the Government, to speak of me in such terms. I had thought that he would scorn to do it. That, I hold, is the gravest charge made against me. But the hon. gentleman also said "he was at that moment looking at some persons who had selected land—the pick of the country—and who had not expended one shilling upon it." With regard to the application of that charge to me, I think there can be no question that the hon. gentleman referred to me He thought he would point a moral, as I have said, on this Land question by dragging me before this Chamber as a person of the character he described—that is, as a man who had selected land at 10s. an acre and had not spent one shilling upon it, as a man who got possession of the land without doing any benefit whatever to the people. The Postmaster-General has a very quick tongue, and a very acute tongue, and he sometimes makes use of words the exact meaning of which he is scarcely conscious of at the time. I cannot believe that he meant deliberately to say that any hon. member in this Chamber would do anything that would amount to dishonour, or that he would deliberately say a word that would unjustly hurt the feelings of hon. members. It is because I have this conviction in regard to him that I stand up here to-day, when my blood has got a little cool, to give him the opportunity of denying that he intended to place me in the category of what I conceive to be men who, as described by the hon. gentleman, are unworthy of any consideration, and are absolutely dishonourable men. The best answer I can give to the statement made by the hon. gentleman is simply to state the facts as they occurred, and I challenge him or anyone else to deny what I say. The hon. gentleman is the solicitor of our company, and he knows as well as I do the exact position that I hold in reference to it, why I formed it, and my position before it was formed. Of the taste that he has shown in making use of his information, and dragging me and my affairs before the public, I have nothing to say. I should never have expected anything of the kind from him. The facts of the case are that between four and five years ago I took up a selection of 1,280 acres on the Johnstone River. As soon as the Government admitted my claim, and I had paid the requisite fees, I commenced to make the improvements which the law required to be put upon the land. At my request one of my sons went up and represented me as my bailiff on the property; and I tell you, hon. gentlemen, that it was a very gallant act on his part; and, so far from my being held up to contempt by any public man of the present day for my action in connection with that selection, I have always blamed myself more than anyone else could for risking my son's life by allowing him to take the step he did in order that I might carry out the requirements of the law. I paid him and also some few assistants whom he employed. He spent two years on the selection, during which time he worked as hard as any young man could be expected to work. At the end of that period he had cleared away thirty acres of the jungle that covered the place—for it was not scrub, but jungle filled with all sorts of abominations, into which you could not penetrate one yard without the aid of the axe. Well, he penetrated it, and, in obedience to my request, cleared about thirty acres. I paid for the whole of the work done during those two years, and the expenditure amounted to between £300 and £400; and now the hon. gentleman has charged me—and I have no hesitation in saying it—with having taken up that land with the deliberate intention of not spending one shilling upon it, but of holding it for two years and then selling it for whatever price I could get. I leave it to hon. members to say whether the facts which I have stated, and which I challenge the hon. gentleman to deny, justify him or any other hon. member in charging me with being a selector of the kind he held up last evening to the odium of this Chamber as well as of the people of the country. But I will go a little further. I have brought you to the termination of the two years during which I held the land under the usual conditions. I had cleared thirty acres, and spent between £300 and £400 in doing so; and I wish I had continued up till now working steadily, as I had up till that time, for had I done so I should now undoubtedly have been the owner in fee-simple of that 1,280 acres, whatever may be the value of the land. But my ill-fortune brought me in contact with the Hon. Charles Stuart Mein, as solicitor to a company formed in Melbourne, who asked me to hand over my property to this company in consideration of certain things; and I say that the Hon. Mr. Mein was the man who, of all others in connection with that company, drew such a fascinating picture of what might be expected, that he induced me to accede to the proposition. The proposition was that I should hand over the 1,280 acres to those gentlemen, and I was to be a one-tenth shareholder in the company. I was to hand over 1,280 acres of land with all the improvements, and they undertook to work the land with a capital of £20,000 —representing how much better it would be to develop it at once instead of struggling on as I was doing. I was trying to secure something which would come in for a rainy day, and something which I could leave to my children. The Postmaster-General very contemptuously stated last evening that I had not spent a threepenny piece on this. Between £300 and £400 may appear in the eyes of such a wealthy man as nothing, as not worth more consideration than a threepenny piece; but if the hon. gentleman had to struggle in anything like the manner I have been compelled to struggle—if the hon. gentleman had not followed a profession which enabled him to fortify his income with official salary whenever it pleased him—if he had followed a profession like mine, which would not allow him to do so—he would then think a little less contemptuously of even £300 spent in working on that plantation for two years. However, those capitalists from Melbourne and their solicitors came before me and tempted me to yield up the 1,280 acres into their possession, on the understanding that the sum of £20,000 was to be collected and a company formed to work the plantation, of which I was to be a one-tenth shareholder. On my handing over the land the sum of £2,000 was advanced to me on loan, but there was a distinct understanding that I was not to obtain one penny of profit out of the plantation until the claim on their part was recouped.

The hon. gentleman seems to have thought that was so fearfully good a bargain to me that I should be held up to the odium of the people for grasping this land. Why, the hon. gentleman knows the capital already required to develop that land has reached £40,000, of which sum I am called upon to hold myself responsible for £2,000, and until that £2,000 is recouped to the company I have not a chance of getting one shilling out of the land; yet I am held up as a man who grasps land with no other intention than that of making money out of it. I repeat that I do not believe that the remarks made by the Postmaster-General were made with an unkind intention to hold me up to odium, but I also repeat that so far as I am personally concerned in dealing with land, I have acted not only up to the letter but up to the spirit of the Act. I have spent what was to me a very large sum, and was prepared to continue improving the land until the gentlemen for whom the Hon. Mr. Mein is solicitor came to me and entreated me—it was no offer of mine — representing matters in such a light that I was fain to accept them, and I regret to-day extremely that I ever met one of them. That is my answer to the charge that I stand in the colony to-day as a man who, in his dealings with the colony in regard to land, is worthy of being held up to odium.

The POSTMASTER-GENERAL: The hon. gentleman began with very kind expressions, but I think during the course of his narrative he forgot himself as well as his facts.

The HON. K. I. O'DOHERTY: I have not forgotten my facts.

The POSTMASTER-GENERAL: Forgotten himself as well as his facts.

The HON. K. I. O'DOHERTY: I deny it.

The POSTMASTER-GENERAL: The hon. gentleman knows that, with regard to the piece of land to which he so elaborately referred, and the transactions of the company of which I am the legal adviser, my mouth is sealed.

The HON. K. I. O'DOHERTY: Not sealed against me.

The POSTMASTER-GENERAL: Not sealed against the hon. gentleman; but the question involves secrets belonging to other people.

The HON. K. I. O'DOHERTY: Why make use of them?

The POSTMASTER-GENERAL: I was referring to a class, and the hon. gentleman immediately appropriated my remarks to himself.

The HON. K. I. O'DOHERTY: I could not do otherwise.

The POSTMASTER-GENERAL: The hon. gentleman got up and deliberately accused the Government of trying to rob the company of land upon which £50,000 had been expended. He has already quoted part of his remarks; but he went on to state:—

> "He had taken up land, it was true, and paid 10s. an acre for it; but there had been within the last three years £50,000 spent upon it. If that was not doing good to the State he did not know what was. And now, after having spent £50,000 upon it, the hon. gentleman and his colleagues were trying to rob them of it."

I indignantly protested against that, as any honest man, who knew the statement to be untrue, would do. I denied the statement most distinctly, and I do so now. I said there was not a particle of truth in it; and I went further, and said that the hon. gentleman had not spent a threepenny-bit of his own money on the land. Whatever reference I made to the Hon. Dr. O'Doherty in connection with this particular piece of land was not made from any knowledge I derived as the solicitor of the company, though the hon. gentleman wants the House to believe that. It was well known to everybody with whom the hon. gentleman came into contact about the time he was applying for the grant. But I go further, and say that the hon. gentleman is wrong in his facts—I will not say deliberately wrong, but that his memory is inaccurate.

The HON. K. I. O'DOHERTY: I remember the facts very well.

The POSTMASTER-GENERAL: I will not say he has deliberately suppressed facts; but I say again that his memory is inaccurate. I am not at liberty to correct him, because it would involve secrets belonging to other parties which I am not at liberty to divulge as a professional man; but I may say that the House will be entirely misled if they accept the statement of the hon. gentleman in connection with that land as correct. He wants the House to believe that those gentleman asked him to hand over, at the end of two years, land which he was not at liberty to enter into any engagement to sell at that time, three years being the time prescribed by the Act.

The HON. K. I. O'DOHERTY: I complied with the Act in every way.

The PRESIDENT: The hon. gentleman will please not interrupt.

The POSTMASTER-GENERAL: The hon. gentleman is aware of all the transactions in connection with the land, and I do not charge him with any dishonourable act. I was pointing my remarks to the facilities the previous state of the law allowed to parties to take up land without giving any adequate equivalent to the State. I know that the sum of £50,000 has been expended—very injudiciously expended—on the property; and I believe now, though the hon. gentleman thought he was going to get a sum equivalent to £10 an acre for the land, it is not likely that he will get anything approaching that amount. The hon. gentleman has not made his fortune so rapidly as he anticipated; because, owing to the depression experienced by the sugar industry, and the unwise expenditure of money on plant—the unfortunate expenditure of money, at any rate—it has not been hitherto reproductive, and he has not made such a bargain as he expected. He is like a celebrated countryman of his own in one of the southern colonies, whose altered position also affected his political ideas. One of my earliest recollections of the colony is in connection with the hon. gentleman on the hustings at the old police court, orating fluently against the obnoxious squatters; but of late years he has changed his tune. I do not say he has not been honest in the change which has come over his convictions, but he has been a champion of the squatter ever since he has become a landed proprietor; and ever since he has been interested in the growth of sugar he has been a grand supporter of coloured labour. It has really become a craze with the hon. gentleman. If you talk about Immigration, or the Labour question, the hon. gentleman completely goes off his head and thinks there is a conspiracy on the part of the Government to rob him. There is not a man in the country who has a kindlier feeling for the Hon. Dr. O'Doherty than I have, and he knows it; I would not harm him in the slightest degree. But, as I said before, he has a craze on the subject, and he put the cap on himself most decidedly last night. He repeated the accusation against the Government, and against me as a member of the Government, that we were trying to rob every sugar-planter in the country. He cannot give credit for honesty to

anybody who differs from him on any subject which apparently touches his pocket, as this does. The hon. gentleman's recollections of the transactions of this company are inaccurate.

The HON. K. I. O'DOHERTY : I deny it.

The PRESIDENT : The hon. gentleman must not interrupt. The Postmaster-General never interrupted him once while he was speaking.

The HON. K. I. O'DOHERTY : The hon. President will please excuse me. The Postmaster-General founds his accusation on the assertion that my recollection of the facts is inaccurate ; yet he does not say in what respect they are inaccurate. I deny that he has any right to make such a statement in this House when he is not prepared to back it up. I have stated the facts, and I challenge him to deny what I have said. Let him deny them in this House if he can do so ; but to say that my recollection of the facts is inaccurate, when he is not prepared to prove the inaccuracy, is not fair play. Nor will I permit it for one moment to pass unchallenged.

The POSTMASTER-GENERAL : I said the hon. gentleman's memory was imperfect with regard to his connection with this company. I say that his connection with the persons forming the company began at a date long antecedent to what he has stated. The hon. gentleman was, I have no doubt, literally within the four corners of the statute in all his transactions ; and what he said with regard to his son being on the property, running the risk of his health and all that, is perfectly correct. His son was there, and performed very good, very admirable work ; and I say my sympathies are with the doctor entirely so far as he desired to improve his own position and that of his son. But he has got up here to-day and made charges against himself and then refuted them. I made none of those charges against him. I was referring to the facilities of our land laws by which people were allowed to acquire land without the State getting any adequate equivalent. I was referring to a class, not to individuals, and the hon. gentleman immediately took my remarks as being directed to himself, and in the most offensive manner accused the Government of trying to rob him and his *confrères* of £50,000. I as indignantly denied it, and I repeat my denial. I regret very much that this discussion has been brought about by the hon. gentleman concerning matters of a private nature which do not interest the House. If the hon. gentleman desires to be assured by me that I did not attribute anything dishonourable to him, I am very glad to have this opportunity of saying that I do not for one moment make any charge against him of dishonourable conduct. More I cannot say.

The HON. K. I. O'DOHERTY : The most insulting remark I have yet heard from the hon. gentleman is the one he has just made—that if I wish it, he can assure me that he does not charge me with anything dishonourable. What do I care about his opinion of me ? I do not care a single farthing for it ; and if any man tells me, in this House or elsewhere, that my conduct is dishonourable, or endeavours to lead hon. members to believe so, I shall resent it always. I say the hon. gentleman has been guilty of a piece of gross impertinence—utterly uncalled for, utterly unjust. He now tries to make his case better by charging me with quibbling—that I have made charges condemning myself and then refuted them. I have done nothing of the kind. I have given a plain unvarnished tale of my connection with the piece of land that I selected on the Johnstone River ; and I defy the hon. gentleman, here or anywhere else, to deny the accuracy of one iota of my statement. I have a perfect recollection of all that took place ; I have too great reasons to recollect it ; and I challenge him to show that what I have stated is incorrect, in every particular. I leave it to the good sense of hon. members whether, after hearing the statement the hon. gentleman made last night, I was not justified in making the statement I have. I said nothing calling for this from him. I have not said one word in the debate, and yet, last night, he pointed his looks at me—fixed upon me—and placed me in the category of downright dishonourable men to be held up to the odium of the public. What right has he, in his position in this House, to bring forward matters about which he was cognisant, as solicitor of the company ?

The POSTMASTER-GENERAL : I deny it.

The HON. K. I. O'DOHERTY : I have yet to learn that he is justified in not separating his position as solicitor of the company from his position as a member of the House. Hon. gentlemen, nobody regrets more than I do that I have been brought into such a controversy as this. I have always endeavoured to pursue, not only in the House but in the colony, a straightforward honest course, and I am not aware that I have not done so. If I have done a single dishonourable act I am certainly not aware of it, and if any reasonable man can show me that I have done so I shall be only too glad to repair it. I certainly had no intention of doing it ; and when the hon. gentleman, in his place as Postmaster-General, levelled such a charge against me as he did last night, I cannot help resenting it. I am quite prepared to believe, as I said before, that the hon. gentleman in using the words he did only did so in the heat of debate, and that he had no intention of imputing anything dishonourable to me ; but I leave it to the common sense of hon. gentlemen whether the remarks he made last night were not such as to justify me in the course I have taken. I deeply regret having occupied the House so long, but, mind you, the statement — the defence I have made—was called for, I insist upon it, by the policy of this Government. When I got up in the heat of the moment and spoke of the hon. gentleman and his colleagues as attempting to rob me of this land, I need scarcely say that I did not intend it in any sense individually—I meant that the policy of the Government was such as is calculated to rob me of my rights in that land. And I insist upon it still that the hon. gentleman committed a grievous error in taking the stand he did in reference to such settlers as even he condemned, although I say I do belong to that class. I believe myself that any Government who will induce capital to come to the colony to be invested in properties such as we have in the North—for without capital you cannot get over the difficulties and obstructions that are necessary to be overcome before you can have anything like close settlement—I say the Government that will do that will do good to the country, and that no capitalist who comes in and invests his capital in developing the resources of that great country—that vast jungle up in the North —is deserving of being held up to the odium of anybody in Queensland. The hon. the Postmaster-General in referring to the nearly £50,000 that has been expended on the estate during the last two years, spoke of the money as having been wastefully expended and thrown away. I grant you, hon. gentlemen, that to a great extent, I am sorry to say, it has been wastefully expended ; but I say that instead of receiving that news in the spirit in which the hon. the Postmaster-General chose to view it, the men who have spent large sums of money in

the effort to establish an industry of this kind are deserving of a little sympathy rather than of any unkindly feeling. Who did profit by the money that has been invested there? I ask you to get to the iron foundries of Brisbane, to the different tradespeople, to the sawmills of Brisbane, the sawmills of Maryborough, to the trades people of Townsville—I ask you to go to the people scattered through all those towns, and see whether or not a very large proportion of the money expended on that property has not reached their pockets. They have received the benefits; but we, unfortunately, up to the present time, have been the losers. I ask you to go to the Hon. Mr. Pettigrew, or any of those great bloated capitalists who have been feeding upon our vitals, and there you will find who has profited by the outlay upon that property.

Question—That the House do now adjourn—put and negatived.

CROWN LANDS BILL—COMMITTEE.

Upon the Order of the Day being read for the further consideration of this Bill in Committee, the President left the chair, and the House went into Committee accordingly.

On clause 55, as follows :—

"In the case of grazing farms the selector must within three years from the issue of the license enclose the land with a good and substantial fence.

"In the case of agricultural farms the selector must within five years from the issue of the license either enclose the land with a good and substantial fence or make substantial and permanent improvements on the land of a value equal to the cost of such a fence.

"If the same person is the selector of two or more contiguous lots, it shall be sufficient to enclose the whole area comprised in the lots, or to make the prescribed improvements upon any part of such whole area.

"It shall not be necessary to erect a fence upon any boundary which is formed by a natural feature of such a character as to be sufficient to prevent the passage of stock.

"The selector must also within such period of three years or five years respectively apply to the commissioner for a certificate that he has done so. Upon such application being made, the commissioner, or some other person appointed by the Governor in Council in that behalf, shall inspect the selection, and if he finds that the whole of the land has been enclosed or improved, shall certify that fact to the board.

"The board may, if the selector has, from any unavoidable cause, been prevented from enclosing or improving the land within the time hereinbefore prescribed, grant an extension of twelve months' further time to make such enclosure or improvement; but if the fencing or improvement is not completed within such extended time, the license to occupy shall become inoperative, and the selector shall have no further right or title to the land or the occupation thereof."

The HON. A. J. THYNNE said he thought the board ought to have a larger power of extension than twelve months. Circumstances might arise in which the improvements could not be made in four years.

The POSTMASTER GENERAL said it was a mere matter of detail. He considered four years quite sufficient.

Clause put and passed.

On clause 56, as follows :—

"Upon the receipt by the board of a certificate that the selection has been fenced or improved as hereinbefore prescribed, the selector shall be entitled to a lease thereof from Her Majesty, under and subject to the conditions following and all other the conditions and provisions of this Act, that is to say:—

1. The term of the lease shall in the case of an agricultural farm be fifty years, and in the case of a grazing farm be thirty years, computed from the first day of January or first day of July nearest to the date of the license;
2. The annual rent reserved under the lease shall for the first ten years thereof be the rent specified by the proclamation declaring the land open to selection. The rent for each period of five years after the first ten years shall be determined by the board;
3. The rent shall be payable in respect of the year ending on the thirty-first day of December, and shall be payable at the Treasury in Brisbane, or other place appointed by the Governor in Council, on or before the thirty-first day of March in each year;
4. In determining the rent regard shall be had to—
   (*a*) The quality and fitness of the land for agricultural or grazing purposes, as the case may be;
   (*b*) In the case of grazing farms the number of stock which the holding may reasonably be expected to carry in average seasons after a proper and reasonable expenditure of money in improvements;
   (*c*) The distance of the holding from railway or water carriage;
   (*d*) The supply of water, whether natural or artificial, and the facilities for the storage or raising of water;
   (*e*) The relative value of the holding at the time of the assessment as compared with its value at the time of the commencement of the lease:
   Provided that in estimating the value any increment in value attributable to improvements shall not be taken into account.
   (*f*) The annual rent per acre for each successive period of five years after the first ten years shall exceed the rent per acre for the next preceding period by not less than ten per centum;
5. If default is made by the lessee in the payment of rent the lease shall be forfeited, but the lessee may defeat the forfeiture by payment of the full annual rent within ninety days from the date hereinbefore appointed for payment thereof with the addition of a sum by way of penalty, calculated as follows, that is to say—if the rent is paid within thirty days five per centum is to be added, if the rent is paid within sixty days ten per centum is to be added, and if the rent is paid after sixty days fifteen per centum is to be added; but unless the whole of the rent together with such penalty is paid within ninety days from the appointed day the lease shall be absolutely forfeited;
6. The lessee shall occupy the land continuously and *bona fide* during the term of the lease;
   Such occupation shall be by the continuous and *bona fide* residence on the land of the lessee himself or some other person who is the actual and *bona fide* manager or agent of the lessee for the purpose of the use and occupation of the land, and who is himself not disqualified from selecting a farm of the same area and class in the district;
   Every appointment of a manager or agent by the lessee shall be in writing signed by the parties or their agents, and shall be in duplicate; and one copy thereof shall be registered in the office of the commissioner;
   Occupation by a person under an unregistered appointment shall not be recognised;
7. In the case of a grazing farm, the lessee shall keep the land fenced with a good and substantial fence during the whole term of the lease;
   Provided that if the same person is the lessee of two or more contiguous farms in his own right, it shall be sufficient if the whole area comprised in the farms is so fenced;
8. If at any time during the currency of the lease it is proved to the satisfaction of the commissioner that the lessee has failed in regard to the performance of the condition of occupation or fencing, the Governor in Council, on the recommendation of the board, may declare the lease absolutely forfeited and vacated, and thereupon the land comprised therein shall revert to Her Majesty;
9. Provided that in the case of a grazing farm, if it is proved to the satisfaction of the board that the failure to occupy was caused by unavoidable want of water upon the farm, the board may excuse such failure; but such excuse shall not be given for a period of more than twelve months unless the want of water continued for a longer period.
10. When the rent of a farm is to be determined by the board the lessee shall, until it has been so determined, continue to pay at the prescribed time and place the same amount of annual rent as theretofore, and when the amount of rent has been determined by the board the lessee shall, on the next thirty-first day of March, pay at the prescribed place any arrears of rent found due by him at the rate so determined, so as to adjust the balance due to the Crown."

The HON. A. C. GREGORY said he proposed to amend the clause by inserting the word "natural" after "the," in subsection (*d*), and by omitting the words "whether natural or artificial" after the word "water." He had made a similar amendment in the previous clause, and he thought it right that the same word should be used in that clause.

The POSTMASTER-GENERAL said he would not offer any objection to the amendment, because it assimilated the rule for agricultural and grazing farms with the rule adopted for pastoral holdings, and he thought the same rule should apply in both cases.

Amendment agreed to.

The HON. A. J. THYNNE said: Referring to subsection (*e*), he would like to know upon what basis the value was to be arrived at, considering that the scheme of the Bill was that land should not be sold at all; and no valuation could therefore be made in the same way as in the case of land put into the market for sale. They knew that in all cases of arriving at values in the matter of assessing for rates and other things of that sort, it was most difficult to decide upon the valuation of land.

The POSTMASTER-GENERAL said he quite agreed with the hon. gentleman, that it was difficult to arrive at the value of land; but he would take the case of a farmer who had taken up land at a considerable distance from settlement, and by subsequent events was brought nearer to a market, the value of his holding might in that way be very much increased, and the lessee would have to pay more than he had to pay in the first instance; and he would have the benefit of a depreciation in the same way if the land decreased in value. The phraseology of the clause was adopted from the English Acts; and he believed, as a rule, they were found to work very well. The object was simply to get the lessee to pay a fair thing proportionately to the value of the land for the time being, for the purpose for which it had been taken up, and nothing more than that.

The HON. T. L. MURRAY-PRIOR said the hon. the Postmaster-General had just said that if the value of a holding was increased, an increased value in the matter of rent would be placed upon it, and if it were decreased, the rent would be decreased. But if they looked at the Bill they would find in subsection (*f*) that the annual rent per acre for each successive period of five years after the first ten years was to exceed the rent per acre for the next preceding period by not less than ten per centum. There was provision made in the clause for raising the rent, and no provision for diminishing it.

The POSTMASTER-GENERAL said the decrease would have to be a decrease within the limits prescribed by the Bill. It must be borne in mind that no individual was expected to pay, by the scheme of that Bill, a rent at all equivalent to the interest on the capital value of the land. The minimum rate fixed was threepence an acre, and in all probability that would be the amount fixed in most cases. The increase in the rent was fixed upon a sliding scale, and was only to be an increase to 10 per cent., or one-tenth, for every period of five years.

The HON T. L. MURRAY-PRIOR said the hon. gentleman had not answered his question at all. He understood the hon. gentleman to say that if a property or farm decreased in value, the tenant would have a decrease in his rent, and he (Hon. Mr. Murray-Prior) said there was no provision for a decrease in rent in the Bill.

The POSTMASTER-GENERAL said he was quite aware of that. There would be a proportionate reduction so far as the limits prescribed in the Bill would allow. The Bill provided a proportionate scale of rental, and said that the rent of one period should exceed the rent of the preceding period by at least 10 per cent.

The HON. T. L. MURRAY-PRIOR said there was no difficulty whatever about that. He was perfectly aware of what the Bill said, but the hon. gentleman made a statement which was not in the Bill—that there would be a reduction in rent if there was a reduction in value; and that was the reason he brought him to book.

The POSTMASTER-GENERAL said he did not say there would be an absolute reduction, but the lessee would get the benefit of the reduction in value, within the limits prescribed in the Bill. He could not say any more than that.

The HON. A. J. THYNNE said, as the Bill was framed there could be no benefit given to the lessee of a grazing or agricultural farm by a reduction in the value of the property, because of the minimum increase provided. He would have preferred himself to see the question of value left completely open. It was a very unpopular question, and would always be unpopular. It was very unpopular amongst people who had to pay divisional boards rates. The amount of the rates they had to pay was, perhaps, not worth their while to appeal against; but still they felt that they were being unjustly treated. His reason for asking the question he had asked was, to let the people form some idea of how the valuation was to be arrived at; and he wished to know if any definite basis could be made out for it. It was evident that there could be no definite basis fixed for the valuation; and it was as well that the public should know that it was simply a matter for the discretion of the board, or, in the case of dispute, to be settled by arbitration.

The POSTMASTER-GENERAL said the Government had endeavoured to lay down as many definite rules for the guidance of the persons assessing the rents as possible, and no part of the Bill had received more anxious consideration than that. There was a necessity—and it was greater in the case of an agricultural holding than in the case of a pastoral holding—for a gradual increase in the rental. It would secure this for the Government, that the tenant would not have any inducement to exhaust his holding. They knew that at Mackay a very large portion of that district had practically become exhausted by persons using the ground year after year for growing cane, and without manuring it, in order that they might get just as much out of the land as they could, with as little expense upon it as possible. They observed the same thing also around Brisbane, where land, which was under cultivation years ago, was now unfitted for cultivation to any appreciable extent. In view of that fact he said it was necessary that there should be a gradual increase in the rent; to ensure that there should be no depreciation of the property or an improper use of it.

The HON. A. J. THYNNE said it seemed to him that the system which the Government adopted to ensure the preservation of the land was the very opposite to that which they should have adopted. Here the Government were giving the farmer to understand that if he took up a farm under the Bill, at the end of ten years he would have to pay an increased rent for it, according to the value of the land at that time. He said that was an inducement to him to exhaust it, and get as much out of it as he could within the ten years, or at all events within fifteen years.

The HON. A. C. GREGORY said he proposed to make a further amendment in the clause. He wished to add to the subsection the following words, "nor more than 25 per centum." That fixed a maximum increase of rent, and gave the board, or whoever would decide upon the rent, two lines between which they could make their decision. It was not necessary to go into argument on the subject, as it was quite clear what his meaning was, and he left the amendment upon its merits.

The POSTMASTER-GENERAL said he should not offer any objection to the amendment, because he was quite certain that in no single instance would the rent be raised to 25 per cent. He could not conceive any case where a board or anybody else would increase a man's rent by more than one-fourth after an interval of five years.

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

On clause 57, as follows :—

"No person who—

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

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

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

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

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

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

The HON. A. C. GREGORY said he had an amendment to propose in that clause which involved a very important question. Had it been a matter of drafting a Bill, he thought the object he had in view could have been conveniently obtained, but it was somewhat difficult to deal with the matter in the brief amendment which he was about to propose. The object of the amendment was to meet cases which it had been represented to him had an actual existence —namely, the cases of persons who held a single block of land under the Pastoral Leases Act of 1869. No doubt the number of such persons was few, but there were some; they would have to give up half their runs under the provisions of that Bill, and therefore a man who had a block of, say, 16,000 acres, would have his holding reduced to 8,000 acres, whereas the maximum area of a grazing farm was fixed at 20,000 acres. He proposed that in such cases the lessee should be allowed to select land as a grazing farm, so that his entire holding under Part III. of the Bill, his pastoral lease and grazing farm together, should not exceed the area allowed to be taken up by one man. He would not take up the time of the Committee in discussing the matter, as he had no doubt the Postmaster-General would clearly see the object he had in view. He would therefore at once move the amendment, which was that after the word "Act," in the 2nd line of the clause, there be inserted the words "whose total holding in the colony exceeds ten thousand acres."

The POSTMASTER-GENERAL said he had no objection whatever to the amendment. He was not aware that any cases of the character the hon. gentleman had referred to were likely to exist, or did exist. If, however, such cases did exist, it was only fair that the persons concerned should get the privilege which it was proposed they should have by that amendment.

The HON. W. H. WALSH said that, to make the clause more perfect, it was necessary that an amendment should be inserted prior to the one proposed by the Hon. Mr. Gregory, so that the clause should read "No person who is a white man or is a lessee under Part III. of this Act etc. may apply for, or become or be the lessee of a grazing farm, which is situated in the same district in which the holding or run is situated, or of a grazing farm which is situated in another district and which is within twenty-five miles of any part of such holding or run." It would really be much better to amend the cl use in that way. It took his breath away when he read the Bill and saw to what extremes the framers of it had gone in their desire to incriminate that portion of the population who wished to take up land. It was most discreditable.

The POSTMASTER-GENERAL said the hon. gentleman had not caught the spirit of the clause. They were proposing to give what they conceived, and what the lessee conceived, to be a very good privilege. If they were to give all lessees an indefeasible lease for half their runs, and allow them to take up grazing farms as well, they would really be defeating one of the main objects of the Bill. They offered the pastoral tenants confirmed leases of half their runs, on the understanding that the remaining half should be surrendered for the purpose of being settled by *bonâ fide* settlers, either as grazing or agricultural farms.

The HON. W. H. WALSH said the object of the Bill was to prevent people from honestly taking up land, and for punishing those who did so. Its object was really to prevent the occupation of Crown lands. If they examined clause after clause in detail it would be as apparent as possible that the framers of the measure had sat down to their work determined to regard the occupiers of Crown lands as enemies, and as persons to be dealt with like criminals.

The POSTMASTER-GENERAL said he distinctly denied the hon. gentleman's accusation. The whole tendency of the Bill was to allow the land to remain in the occupation of the pastoral tenant till it was required for closer *bonâ fide* settlement; and as an inducement to the lessee to allow his run to be put in that position, and not to force the Government to arbitrarily take away portions of his run, the Government gave him what would practically be an indefeasible lease for one-half of his holding for fifteen years, and allowed him a grazing right over the rest of it until, as he had said, it was required for *bonâ fide* settlement.

The HON. W. H. WALSH said what kind of a term was that which was applied to Crown tenants, that the Government would "allow" them to do this, and would "allow" them to do that, and the other thing? The lessee had as much right to occupy the land as the Government had to rent it to him.

The POSTMASTER-GENERAL said he would again repeat here that the Government did not take anything away from the pastoral tenant. If the lessee preferred his tenure under the Act of 1869, he could remain under it; but if he voluntarily brought himself under the provisions of that Bill, the Government said they would give him an indefeasible lease for half of his run for fifteen years, and allow him to occupy the remaining half until absolutely required for closer settlement, and when his land was resumed the lessee would receive compensation for the improvements he had made on it.

The HON. W. H. WALSH said there was no allowance at all in the Bill. The people were not allowed to take up the land. The Bill said

that—"No person who is a lessee under Part III. of this Act, or a pastoral tenant under any of the Acts hereby repealed, etc., may apply for, or become, or be the lessee of a grazing farm which is situated in the same district in which the holding is situated, or of a grazing farm which is situated in another district, and which is within twenty-five miles of any part of such holding or run." There was no allowance in that; it was actual forbiddance. What was there to be thankful for there? It was disallowance, not allowance.

The HON. A. J. THYNNE said he had received letters on behalf of two or three pastoral tenants who were small holders, asking that attention might be called to the position which they would be placed in by the strict enforcement of the provisions of that clause. He merely mentioned the circumstance now because it was possible that the matter might not be understood in another place when the question came to be considered. If the Postmaster-General wished it he would put the correspondence before him to show that the representations made to him were *bonâ fide*.

The HON. W. FORREST said he thought the amendment was wrong in this respect, that it used the word "colony" instead of "district." Instead of assisting a man that would actually retard him. If the amendment were agreed to, "no person who is a lessee under Part III. of this Act whose total holding in the colony exceeds ten thousand acres" would be competent to become the lessee of a grazing farm outside the district in which his run was situated. He thought the word "district" should be substituted for the word "colony" in the amendment. He would not, however, detain the Committee. He understood that the Bill was to be recommitted, and before that time they could work out the matter.

The POSTMASTER-GENERAL: I do not intend to recommit the whole of the Bill.

The HON. A. J. THYNNE: Specific clauses are always named when a Bill is recommitted.

The HON. W. FORREST said he considered that, at all events, the amendment should read, "whose total holding in the district exceeds ten thousand acres." If it were to apply to the whole area of the land held by a lessee within the colony, the lessee would not have the right to take up the balance of his run in such a case as that mentioned by the Hon. Mr. Gregory. He (Hon. Mr. Forrest) could give half-a-dozen cases where two men only held one block of about 25 or 30 square miles. If the half of that area was taken away the lessees would be left with only about 8,000 acres. He also knew another case in which four partners held 180 square miles, and if the half of that was resumed there would not be 8,000 acres left for each of the four men, exclusive of unavailable country.

The HON. A. C. GREGORY said he could hardly ask the Postmaster-General to concur in the amendment if the word "district" were used instead of "colony;" because the effect of that would be that a man could hold the area specified in each of the thirty districts into which the colony was divided, and might therefore have 300,000 acres, which was above the maximum fixed for grazing farms in that part of the Bill. The reason why the word "colony" was inserted was, that if the word "district" were used, it would give the lessee the right to 10,000 acres in each district, and also to so many extra grazing rights.

The POSTMASTER-GENERAL said the hon. gentleman was quite right. In the case of a man having only one block of 16,000 acres, if 8,000 acres were resumed, he would get an indefeasible lease for the remaining 8,000 acres, and then by that amendment he would be at liberty to take up a grazing farm, bringing up the area of his holding to 20,000 acres, which was the limit fixed by the Bill. The effect therefore would be that he would really have an indefeasible lease for half his run, and a lease for thirty years of the remaining half. That, he thought, was a very liberal arrangement, but if it were extended to every district in the colony, and they made such arrangements as would enable lessees to "gobble up" the remaining halves of their runs, the object of the Bill would be defeated. He did not think there would be many cases of the character alluded to by hon. gentlemen—in fact, he was surprised that there was one case of a person holding less than 17,000 acres under the Pastoral Leases Act of 1869.

The HON. W. FORREST said he might say that within the last five days he had received six letters from six different persons who held small blocks of country under the Act of 1869. With reference to the lessee "gobbling up"—as the Postmaster-General termed it—the whole of his run, surely the man who had spent years of his time trying to improve the colony, and who held only 8,000 or 9,000 acres of land after the half of his run was resumed, was better entitled to take up the remainder of his land than some person who was not at present in the colony and might not come into the colony.

The POSTMASTER-GENERAL: We proposed to allow him to do that.

The HON. W. FORREST said a pastoral lessee who held 500 square miles could go somewhere else and take up a grazing farm of 20,000 acres, so long as it was not in the district in which his run was situated, or in another district within twenty-five miles of his run; yet it was proposed to confine the small holders to an area of 20,000 acres in the whole colony.

The POSTMASTER-GENERAL said the amendment would enable the small lessee to take up land to that extent in his own district if he liked; and there was nothing to debar him from going into another district, so long as it was twenty-five miles from the place where his holding was situated.

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

On clause 58, as follows:—

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

The HON. A. J. THYNNE said the section was one which would be found very difficult to work, and one which would hamper people who wished to obtain land. If a farmer had taken up a selection of 320 acres in a district where he was only allowed to take up that quantity he would be debarred on that account from acquiring the freehold of even a 16-perch suburban allotment in that district, but must go to some other part of the colony if he wished to acquire a freehold. It was a very difficult matter to find out how much freehold a man possessed. He knew of some instances where men who had sold land some years ago were anxiously seeking the people to whom the land was sold. Those people had not taken their transfers, and the original owners had to pay the divisional board rates.

The POSTMASTER-GENERAL: They are not beneficially interested in the land.

The HON. A. J. THYNNE: They were the registered owners, at any rate. And if his hon. friend were called upon to advise in regard to advances on such property, would he not inquire whether the person who proposed to borrow was the holder of freehold? However good were the intentions of the clause, it was surrounded with such conditions that it would be unworkable. He did not propose to move any amendment, but he asked the Committee to discuss the clause and see whether it would work or not.

The POSTMASTER-GENERAL said the lease would issue under ordinary circumstances in the ordinary way. The party claiming to oust a man would have to prove that the man was beneficially interested in a greater area of land than he was entitled to take up; and the lease would be held good until it was avoided. With regard to such a case as that suggested by the Hon. Mr. Thynne, he might say that he would make inquiries as to whether the land was liable to forfeiture, and if the result of his inquiries was satisfactory, he should have no hesitation in advising his client to advance the money. The intention of the clause was to prevent persons monopolising land to the exclusion of *bonâ fide* settlers.

The HON. A. J. THYNNE said that people would not be likely to go to much trouble with regard to the improvement of land, when, by a stroke of the pen, the lease might be declared void. According to a subsequent part of the Bill, if a lease were determined by forfeiture the unfortunate lessee could not take up the land again for five years, and the Government would thus be prevented from restoring a man to a position from which he had probably been accidentally deprived.

The HON. A. C. GREGORY said he had an amendment to move which was consequential on the amendment made in clause 57. There appeared to be little sense in such amendments when considered separately, but they were necessary to give effect to the general object of the whole amendment. He need not speak at any length on the question, but he could assure hon. gentlemen that if they had the whole clause as amended before them it would be clear enough. He moved the insertion after the word "land" in line 40 of the words "or holding under Part III. of this Act."

Amendment put and passed.

The HON. A. C. GREGORY moved, as a further consequential amendment, after the word "land" in line 43, the insertion of the words "or holding under Part III. of this Act."

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

On clause 59, 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 trustee of a settlement made in consideration of marriage, or as the executor or administrator of a deceased lessee."

The POSTMASTER-GENERAL said that personally he thought the clause was liberal enough, but he was prepared to admit that there was force in some of the arguments used yesterday, and as the Committee were evidently very decidedly in favour of amending it, he, in deference to their views, moved that the word "legatee" be inserted before "executor."

The HON. W. FORREST asked whether "legatee" would cover the case of a man who died intestate?

The POSTMASTER-GENERAL: The administrator steps in then.

The HON. W. FORREST: Would an administrator be in the same position as a legatee?

The POSTMASTER-GENERAL said if a man died intestate the administrator would at once become the lessee by process of law, and he was protected by the clause as it stood.

The HON. W. FORREST said he did not rise for the purpose of objecting, but in order to obtain information. If he were an executor or administrator the provision would not affect him, so far as holding on his own account was concerned. But he might want to transfer to a third person, and if that person held land which came to him, not by will, but through an intestate estate, would he stand in the same position as if it had come to him through a will?

The POSTMASTER-GENERAL said the administrator was the person who in most instances administered the estate of an intestate person; he was the person beneficially interested in the personalty of the intestate; and he was specifically protected by the clause in its present shape. "Executor" was the word used in regard to a person in a fiduciary character under the will of a testator, and "administrator" was the person who, in almost all cases, administered the estate of the intestate.

The HON. W. FORREST said he understood that. The hon. gentleman had not caught his point. What he wanted to arrive at was this. If an administrator wanted to get rid of his responsibility—to transfer to another person who already held a selection of 20,000 acres that had been left by will—he would not be able, even if they inserted "legatee," to do so. The object was to allow a person to acquire land which came to him by death—to hold land without compelling him to sell. He did not think the insertion of "legatee" would cover that.

The POSTMASTER-GENERAL said a legatee was the person who got the benefit under a will—who was specifically mentioned in the will by the testator. If a man died intestate, his property would go to the next of kin, who would administer to the estate by taking out letters of administration; and the clause provided that the administrator could deal with the land. By a subsequent clause of the Bill a person was enabled to split up a selection into several portions, and separate leases were to issue in respect to each portion; so that if several persons were interested in the estate of an intestate the land could be subdivided into portions to be conveyed to each of those parties.

The HON. A. J. THYNNE said the explanation of the hon. the Postmaster-General was very clear, so far as it went. But he thought that what the Hon. Mr. Forrest wished to have explained was, whether the next of kin—the members of the family of a deceased person—would be entitled to hold the property left by the intestate person, even though they happened to have selections of their own. That supposing a man died leaving three or four children, each of whom had got a selection up to the full quantity allowed, would they be debarred from holding or dividing amongst them the selection of the intestate person? He thought what the Hon. Mr. Forrest wished would be met by inserting the words "next of kin of the deceased person" after "administrator." In many cases the Curator of Intestate Estates was the administrator; in other cases a creditor of the deceased person was the administrator.

It often happened that the administrator was not one of the next of kin. The difficulty would be overcome by enabling the next of kin of a deceased person to hold the property.

The HON. J. TAYLOR said he would put the case more clearly in this way: If a person died without a will, and left a selection of 20,000 acres of land, and his son was his next of kin and had 20,000 of his own already, could the 20,000 acres left by his father be transferred to him?

The POSTMASTER-GENERAL: Yes; the son would administer the father's estate and would be entitled to the 20,000 acres left.

The HON. J. TAYLOR: He could keep the 40,000 acres?

The POSTMASTER-GENERAL: Yes; an amendment was necessary however to meet the objection the Hon. Mr. Thynne had raised, where there were more sons than one—where there were perhaps half-a-dozen children interested in the estate. One might be the administrator of the estate and trustee for the others. The clause was not sufficiently expansive for that case. He would see how it could be done.

The HON. A. J. THYNNE said the administrator of an estate was usually bound to realise upon the property, and dispose of it within twelve months. Of course he would not be entitled to hold it for any lengthened period.

Amendment agreed to.

The POSTMASTER-GENERAL said the addition of the words "or one of the next of kin" after the word "administrator" would clear the matter up beyond all doubt. He proposed the insertion of those words as an amendment.

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

On clause 60, as follows:—

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

The HON. A. J. THYNNE said he would suggest to the Postmaster-General that it would be better to provide in the clause that the matter to be proved should be before the board in open court, instead of the commissioner.

The POSTMASTER-GENERAL: It must come before the board afterwards.

The HON. A. J. THYNNE said he knew that; but the board had only to make out a recommendation in the matter. The lessee in this case should be placed in the same position as the pastoral tenant.

The POSTMASTER-GENERAL said he certainly did not think that a man ought to have the liberty of appointing one of his judges to try whether he had committed a breach of the Act or not. He did not think it right that any man's nominee should have a voice in saying whether he had committed a breach of the Act or not. It should be decided by a thoroughly impartial judicial tribunal.

The HON. A. J. THYNNE: The question is merely one of facts.

Clause passed as printed.

On clause 61, as follows:—

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

The HON. T. L. MURRAY-PRIOR said he thought the clause was a very unjust one. He knew from experience that many lessees and selectors took stock on agistment. If a lessee happened to be near a station and took stock on agistment, it would appear by the clause that he was actually a dummy for the person whose stock he agisted. He could not see why a leaseholder should be debarred from making a living by taking stock on agistment when he had none of his own. He could mention a case which he knew of only lately himself—where a person actually rented a freehold from another, with the express intention of using it by taking stock on agistment.

The POSTMASTER-GENERAL said that under the Bill no selector would be debarred from taking stock on agistment. There were doubtless a great number of cases in which men took stock to agist, but there were a far greater number of cases where owners of property got their servants to take up selections in the servants' names and ran their own stock over them. The difficulty was to prevent that. The clause simply provided that the party concerned, and who was most easily able to produce proof in the case, should do so. It was very difficult to prove a negative. The clause did not say that the fact that the stock of any person other than the lessee, were depastured on the holding was to be conclusive proof that the lessee was simply a trustee of the holding for the owner of the stock; but it shifted the onus of proof from the Crown to the individual, and he was the person best able to give the proof. There were a large number of cases where it would be impossible for the Crown to prove a negative, and they simply said in the clause that, where certain things under ordinary circumstances looked as if they were so, they should be assumed to be so until the contrary was proved. There was no bar whatever to a man taking stock on agistment.

The HON. T. L. MURRAY-PRIOR said the Postmaster-General had again and again, in his own mind, seemed to stamp anyone who happened to be a leaseholder as a rogue. In the first place that was unjust on the part of the hon. gentleman, and in the second place it was very unwise for him to do so. Only yesterday the hon. gentleman in his usual way was attacking those whom he called large freeholders, and he (Hon. Mr. Murray-Prior) thought he looked at him. He thought that the hon. gentleman meant him, and he could not make out what charge he was going to bring against him. He (Hon. Mr. Murray-Prior) was looking at him with great astonishment; the hon. gentleman, however, did not mean him, apparently, but the hon. gentleman just behind him, the Hon. Dr. O'Doherty. He was sorry to hear the Hon. Dr. O'Doherty get up and say one single word on the subject, and if there had not been so much said, he (Hon. Mr. Murray-Prior) should have spoken. He wondered very much at the Postmaster-General getting up in his place and abusing men who were equal in honesty and intelligence, and equal in every respect as citizens, to any other class in the community, and he trusted that the hon. gentleman would not go so far in future. Let him have his opinion and state his arguments, but he certainly ought not to tax people with being dishonest, especially when he was not taxed himself. If they were to look around them, they would find that there were many others besides squatters who entered into speculations. There were such things as syndicates, which cut up land and sold it, and gained a large amount from the unearned increment; they made large fortunes without any labour whatever. How did they know but what the hon. gentleman might be, in his private capacity, as they had found by his own admission

he was in his legal capacity, associated with some large squatting syndicate, or that he himself was the ruling spirit of it? He (Hon. Mr. Murray-Prior) really did not see the good of having the clause under discussion in the Bill. He was not going to propose an amendment, as he would like to hear the matter more fully discussed.

The POSTMASTER-GENERAL said the hon. gentleman reminded him of the old proverb that "he who excuses himself accuses himself." He (the Postmaster-General) made no accusation against the hon. gentleman or anybody else; he simply referred to a fact which was notorious—namely, that there had been a large quantity of dummying in Queensland. Did the hon. gentleman deny that or not? Everybody knew that; nobody could deny it. It was with the view of assisting in the prevention of such a state of things that that clause had been introduced into the Bill, and he maintained that no man who wished honestly to take up land could have any possible objection to it, because no honest man would have any difficulty in proving the true state of the facts. The Government should be in a position to deprive dishonest persons of land dishonestly acquired. It was therefore necessary that the onus of proof that the lessee was not a trustee of the holding for any other person should be thrown on the lessee, as it would be very difficult, and probably impossible, for the Government to prove the affirmative.

The HON. T. L. MURRAY-PRIOR said he would just answer one remark made by the Postmaster-General. What had happened in the country, he (Hon. Mr. Murray-Prior) did not know, but he could safely say that he could not call to mind one single case of what could be called "dummying" in the districts of East and West Moreton in which he had been living. As to the proverb quoted by the hon. gentleman—*Qui s'excuse s'accuse*—he knew it before the hon. gentleman was born, and he was certainly not in the habit of making any use of it.

The HON. W. H. WALSH said there had been a kind of rivalry in dummyism in the districts of East and West Moreton. It was his conviction that the people there were the beginners, and that they would be the enders of it. A more honest set of men, however, he did not know than those in East Moreton. He would not attempt to justify making false declarations, but he doubted whether they had been made. He could not see why a man should be charged with dummyism because he had taken up more land than a jealous townsman or a politician thought he ought to have. If that was to be an offence, it was a monstrous idea. The whole Bill was framed with the idea that everybody who wished to acquire a piece of land was a rogue, and that every means must be taken to prevent them acquiring large quantities of land, or, in fact, any land at all. That was the very spirit of the Bill. Any man who went into a land court must immediately come under the suspicion of all lovers of the Land Bill and to all workers of the Bill as being a rogue. The fact of making an application, or trying to acquire a piece of land, brought him under that category. The Government said a man "shall not do this," and he "shall not do that," and an endeavour to acquire land was to be considered almost a criminal act. He noticed that one part of the Bill instituted a kind of ticket-of-leave system. There were certain persons who had to register their names and get a ticket-of-leave, and in certain cases, when required so to do, they would have take those certified documents out of their pockets and exhibit them. He repeated that it was not the Postmaster-General who was concocting those accusations against individuals. It was the Bill itself; and a person could not speak in favour of the Bill without showing that he was taking every precaution he could against burglars who wished to invade the law, or to invade the vast territory of the colony. He would just say one word more before he sat down, and that was in reference to the new role assumed by the Hon. Mr. Murray-Prior. He was rather amused at the way in which the hon. gentleman addressed the Postmaster-General, and he (Hon. Mr. Walsh) trusted that it would exhaust him for that evening. The previous evening he (Hon. Mr. Walsh) was favoured with a homily by the hon. gentleman. He would not say that the hon. gentleman went out of his way to do it, but would state that he misunderstood what he (Hon. Mr. Walsh) said or wished to say, and that there was no foundation for the charge he made. When the hon. gentleman got up in that soothing modern style of his, and commenced giving advice to hon. members, there was a good deal of satire in his remarks. He hoped they would get on with the Bill, and not ascribe ill-natured remarks to the Postmaster-General.

The HON. J. TAYLOR said he was very much amused at the remarks made by the Hon. Mr. Murray-Prior just now about the honesty of people in East and West Moreton. He knew for a fact—both as Minister for Lands in former days, and from what he had heard from others since—that more corrupt men could not exist than had existed in East and West Moreton, and the slur which the hon. gentleman had endeavoured to cast on the district in which he (Hon. Mr. Taylor) lived was altogether inexcusable. The Darling Downs had a bad name, but it was far superior to East and West Moreton. He would tell hon. gentlemen something he knew of West Moreton. The Act of 1868 required that certain conditions and improvements should be performed before the lessee got his lease. He was Minister for Lands at the time to which he referred. On one occasion a case came before him in which an enormous value was put upon an improvement which no member of that Committee would ever think, by the bailiff of a respectable, highly esteemed gentleman, who was at one time a member of the other House. The improvement was a large yard of sheep-dung. Hon. members might laugh, but it was a fact. The man actually went into particulars, and gave the length, breadth, and depth, and valued the dung at so much per yard. He was surprised at such a thing being represented as an improvement, and called attention to the circumstance. That was a specimen of the honesty of some of the selectors in West Moreton. The clause was one that was left to the colony by the late T. B. Stephens, who was the first man to start the idea of insisting on knowing whose stock was on a selection before a title was issued. He hoped the Committee would strike out the clause.

The HON. W. GRAHAM said he was not going to say anything about the honesty of the Darling Downs, as compared with that of the Moreton district, but he had a few words to say in regard to the case mentioned by the Hon. Mr. Taylor. The hon. gentleman spoke of a selector, and he was sorry hon. gentlemen received his remarks with a laugh; he spoke of a selector who made a claim with regard to a large accumulation of manure on his selection. But if he kept up with the current literature of the day, he would know that an article on "Ensilage" appeared recently in one of the papers, in which it was shown that the farmers at home did not expect

to make anything out of the cattle they fattened, except the manure, and that even then they had to pay for the straw. No doubt the selector alluded to was an ingenious man; and the hon. gentleman should not have taken so much credit to himself for blocking him. It was a fair and enlightened claim, and it showed that the selector was a man who lived a little before his time. Everyone knew that it was a very common thing in connection with the old leases for people to take stock on agistment. But the clause threw onus of proof that they were genuinely on agistment upon the lessee, and that was supposed to relieve the Government. But in order to thoroughly relieve the Government provision should be made for agreements in duplicate—one to be registered, and the other to be kept by the lessee to be shown when necessary. What would be *primâ facie* evidence that stock were honestly taken on agistment?

The POSTMASTER-GENERAL: The production of an agreement, I should say.

The HON. W. GRAHAM said he wished the hon. gentleman would give some further information.

The POSTMASTER-GENERAL said he hoped hon. gentlemen would disabuse their minds of the idea that there was any wish on the part of the Government to do any injury. How would it be possible for the Government to prove that any stock on a selection were there contrary to the spirit of the Act? How could they prove that the lessee was a trustee holding the land for the owner of the stock? It would be impossible for them to prove a negative—that the lessee was not *bonâ fide* occupying the land.

The HON. W. GRAHAM: How is the lessee to prove a positive?

The POSTMASTER-GENERAL said he would take the case of a grazing farmer on the resumed portion of a pastoral tenant's run. Suppose the lessee had no stock of his own running on it, and suppose at the same time that the stock of the lessee of the adjoining holding under Part III. were constantly running over the land—would not any man naturally come to the conclusion that the lessee was simply the representative or trustee of the man who held land under Part III. of the Act? But it might be a perfectly legitimate transaction; there might be an honest arrangement between the lessee and the pastoral tenant; the lessee might be taking stock on agistment; and in that case he would be protected; but the onus of proof was thrown upon him. The case would look suspicious against the lessee, but the Government could not prove a negative, though the lessee would be able to prove an affirmative if the transaction were an honest one. Without the clause there would be inducements to people to dummy; but if it were retained it would cause no hardship to any honest selector.

The HON. W. FORREST said there was no doubt that it would be difficult to prove such a case as that mentioned by the Postmaster-General; but it would be far better that the Government should not be able to prove such a case than that *bonâ fide* selectors should be harassed by unnecessary restrictions. In support of his contention, he would state a case which came under his personal observation. A certain station-owner had a very valuable servant, a married man, who had children growing up. His wages did not satisfy his ambition, and he was talking of leaving. The owner told him that he might not be able to do any good for himself if he went away, that the best thing he could do would be to take up a conditional selection not far from him, when he might get on very well with what work he was able to give, together with other work the man might be able to get. The man took up 1,280 acres, and within five years had it all fenced, and a good deal of it cleared and cultivated; whereas, if it had not been for the assistance he received from the station-owner, he would still be working for £30 or £40 a year. It would have been very hard, however, for that man to have proved that he was a *bonâ fide* selector, if called upon to do so, seeing that he was formerly a servant of the station-owner—and, to a certain extent, after he became a selector. The English law assumed a man to be innocent till he was proved guilty, but the clause supposed every man guilty till he proved himself to be innocent. There was another maxim—that it might be justifiable to do a little wrong for the sake of doing a great deal of good; but the clause reversed that also, and provided that many selectors should be harassed in order that a few might be punished—assuming that there were any who would dummy land. The clause was subversive of all ideas of British law.

The POSTMASTER-GENERAL said he differed entirely from the hon. gentleman. If he lost a pocket-book containing money, and it was found in the possession of another person, the presumption of the law would be that the person had stolen it, and the onus would be thrown on him of accounting for how it came into his possession. If he could not honestly account for it he ought to suffer, and that was the principle contained in the clause before the Committee.

The HON. W. FORREST asked, where was the parallel between the case of a man who got possession of a pocket-book containing money, and that of a man who took up a selection of 1,280 acres of land with the permission of the Government, and subject to strict inquisitorial proceedings on the part of their officers?

The HON. J. F. McDOUGALL asked what steps were necessary for the lessee to take to prove his innocence—to prove that the cattle on his land were on agistment, and that he received payment from the owner of the cattle?

The POSTMASTER-GENERAL said that if there was reason to suppose that the lessee was merely the trustee of the pastoral tenant, he would be called upon to show cause why his selection should not be forfeited on the ground that he was holding it contrary to the provisions of the statute. The fact of the other person's stock being ordinarily depastured on the holding would have to be proved by the commissioner, and proof of that fact would be *primâ facie* evidence that he was a trustee. Then would come the evidence for the defendant, as it were. If he said that the stock belonged to John Smith, and that he had taken them on agistment, at the same time producing his agreement, the case would be at an end, because the *primâ facie* evidence would be rebutted by direct testimony. The object of the clause was to guard against dishonesty.

The HON. A. J. THYNNE said the Postmaster-General had suggested one of the greatest objections to the clause when he said that the commissioner initiated the proceedings.

The POSTMASTER-GENERAL: Anybody can set the commissioner in motion.

The HON. A. J. THYNNE said the commissioner would first be impressed with the idea that a breach of the law had been committed, and then he would have to decide the question in court. That was a wrong principle to adopt in any Act of Parliament; it was a dangerous principle, and one that would tend to putting the commissioner and his minions into a

position they ought not to be allowed to hold. If they had those great powers over selectors they could levy blackmail to any extent they chose. And while talking of dishonesty or want of propriety on the part of those who took up land, they had equally to guard against dishonesty or want of propriety on the part of Government servants. As a class they were men having good reputations, but amongst them, as in every other class, there were and would be black sheep, no matter what precautions were taken in their selection; and if they were put in a position where they would be able to do a man great mischief, there would always be a temptation to offer them such little presents or bribes as the unfortunate selectors thought would ease matters for them. As to the clause itself, he did not think that after what they had already had to swallow in the Bill, they need make any face at it. It was one of those clauses which would not be the slightest obstacle to men who wanted to act dishonestly. When a man did a dishonest act he did so with premeditation, and he would be prepared with a written agreement and all other details to flash in the face of the commissioner when he asked for them. But it was men who were not dishonest who were liable to be harassed by investigations of that kind being made upon their property. However, he did not think they need make much "bones" about the clause, as it was of a piece with a great many others they had already passed. It was quite of a piece with the clause just preceding it, in which the commissioner was the motive power in an investigation, and the principal judge to decide the question.

The POSTMASTER-GENERAL said the hon. gentleman was quite wrong in saying that the commissioner had to decide. He had to decide in the first instance; but practically there was an appeal to the board, and from the board to the Governor in Council.

The HON. A. J. THYNNE: They have to take the commissioner's ruling.

The POSTMASTER-GENERAL: They had not. The commissioner had to be satisfied, the board had to recommend, and then the Governor in Council could act; so that if they had dishonest commissioners—who, according to the hon. gentleman, were to be picked up right and left—any person affected by improper conduct on their part could bring it before the board, and if he did not get redress there he could appeal to the Governor in Council.

The HON. G. KING said he did not think it a matter of much importance whether the clause was struck out or retained. As far as he was concerned he would just as soon it was struck out. Even if it were retained a dishonest man would always continue to make out a good case. If the Bill came into operation, a great many persons might take up land with a view of making a living out of it by taking stock on agistment. During the late heavy drought it had been a great advantage to pastoralists that there were persons who could accommodate them by taking their stock in that way; and if they surrounded the Bill with too many obstacles it might act as a deterrent, and prevent persons from doing so in future.

The HON. W. FORREST said it had been pointed out that the clause would not prevent dishonesty. But the object of it was to prevent dishonesty; and if it would not do so, why should they harass honest men when they could not get at the dishonest ones?

The HON. A. RAFF said it was a pity that hon. gentlemen on the opposite side argued against the clause, because, however pure their motives might be, they would be blamed for objecting to it on their own account, and not on account of the honest grazing farmer. It could not in any way injure the honest grazing selector who had stock on his land, to require him to give evidence if they were not his own but belonged to someone else, and that he was paid for the grazing of them, and that they did not belong to the neighbouring lessee. It would be very unwise for hon. gentlemen opposite to strike out the clause. It would be taken as a motion entirely in their own favour and not in favour of the grazing farmer. On those grounds he strongly objected to have the clause struck out.

The HON. W. GRAHAM said it was very kind of the Hon. Mr. Raff to be so careful of the reputation of the squatters, but he thought they were quite able to look after themselves in that respect. Moreover the hon. gentleman made a mistake in his speech. He seemed to think that the holder of a lease adjoining a resumed portion could not graze stock, but he could do so.

The HON. A. RAFF: I said he could.

The HON. W. GRAHAM: The hon. gentleman certainly said what he had stated. The hon. the Postmaster-General in the course of his remarks made use of a very particular expression; he said that the commissioner could be "sat" upon, or that his action could be brought about by any person outside.

The POSTMASTER-GENERAL: He must get his information somewhere.

The HON. W. GRAHAM: He considered that most objectionable. He could not imagine any person who knew anything about selectors—about the way they quarrelled amongst themselves, the rows they got up on account of different nationalities, different religions, and all that sort of thing—the jealousy, envy, and uncharitableness that existed among them—he could not understand how they could not see the danger that would creep in by setting those men to spy upon each other. It would be very harassing, whether a man was honest or dishonest, and it would not tend to the settlement of the colony.

The HON. W. F. LAMBERT said the clause was a mistake altogether: there was no occasion for it. He might mention, for the information of the Postmaster-General, that he knew of a case that had occurred within the last fortnight, where a man with a mob of travelling cattle passing through country suffering from drought went on as far as he possibly could; his last horse knocked up, and he could go neither backward nor forward, and the stock had to be thrown on the station. In a case like that, why should the lessee be called upon to show how the stock got there, or that they were there contrary to the provisions of the Bill? He thought the clause was ridiculous.

The POSTMASTER-GENERAL said the hon. gentleman's statement was ridiculous. It showed that he had not read the clause.

The HON. W. F. LAMBERT: I have read it.

The POSTMASTER-GENERAL: He very much questioned it, because the hon. gentleman had some intelligence, and if he had read it he would never have hazarded the statement he had just made. What was the meaning of the words "are ordinarily depastured on a holding"? The hon. gentleman did not understand the clause, or he would not have said such a thing. He said that stock brought upon a run, and left there by accident for a fortnight, was to be regarded as stock "ordinarily depastured upon a holding." Surely he did not understand the meaning of the clause.

The HON. W. F. LAMBERT said the stock might be there for the next three months, because they could not be removed unless rain fell in the district. He had read the clause, and maintained that he was perfectly correct in the view he took of it.

The HON. J. C. HEUSSLER said the argument of the Hon. Mr. Lambert was very lame. Surely if the stock could not get away they must remain, but for all that they were not part of the stock of the run. With regard to the arguments that had been used respecting agistment, surely any person who gave sheep or cattle on agistment would have some sort of an agreement which the lessee could produce when called upon by the commissioner to do so; and if he did so there would be an end of the matter. He had listened very patiently to the discussion, and thought they were only wasting time in talking about the matter. It was as clear as a pikestaff to him, and they might as well let the clause pass and have done with it.

Clause put and passed.

On clause 62, as follows :—

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

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

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

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

The POSTMASTER-GENERAL moved that the words "before the expiration of the term thereof" be inserted after "otherwise," in the 2nd line of the clause. He said the amendment was necessary because there were subsequent provisions dealing with the term when the lease was determined by effluxion of time.

The HON. W. H. WALSH said he wished to point out the peculiar elegance of the clause. It said :—

"If the lease of any farm is determined by forfeiture or otherwise, the land comprised therein may be proclaimed open to selection by the first applicant."

According to that the applicant appeared to proclaim the land open to selection. That was a new way of administering the Act. He did not know whether it had escaped the acute observation of the Postmaster-General, but it certainly bore that meaning, and he had no doubt that in a crotchety court of law it would be so held.

Amendment agreed to.

The HON. A. C. GREGORY said that in the 3rd paragraph of the clause provision was made for the payment of compensation in the case of a previous and subsequent lessee, and under clause 37 they had made special provision for the payment of the value of the improvements by the new lessee to the old lessee, or for the money being paid into the hands of the commissioner. He therefore proposed to add at the end of the paragraph after "jurisdiction" the following words :—

Provided that the new lessee shall not be entitled to receive his lease until he shall produce evidence of having duly paid the said amount of compensation, or shall have lodged the amount in the hands of the land agent or other prescribed officer.

The POSTMASTER-GENERAL said the amendment was similar to one that had been already made, and he offered no objection to it.

Amendment agreed to.

The HON. A. J. THYNNE said the 2nd paragraph of the clause read very harshly in some respects. It prevented a former lessee, for a period of five years, from being able to take up any portion of a selection which, possibly, he had been obliged, through stress of circumstances, to abandon. He thought the clause was too harsh, and he could see no real practical reason for the insertion of it. If there was any such reason he should not object to it, but he saw no sufficient reason for exposing men who, perhaps through misfortune, had been obliged to lose their property to the desirability of being unable to take up that property again.

The POSTMASTER-GENERAL said there was no hardship upon the lessee. He was not debarred from alienating land at all. If he got hard up it would be competent for him to assign the property. But a man might forfeit for malpractices; and surely his punishment of forfeiture would amount to nothing if he was at liberty immediately afterwards to re-select the land.

Clause, as amended, put and passed.

Clause 63—"Mortgages"—passed as printed.

On clause 64, as follows :—

"A memorandum of mortgage shall have effect only as a security for the sum of money intended to be secured by it, and shall not take effect as an assignment of the lease."

The HON. W. D. BOX asked if a memorandum of mortgage would be any security to the mortgagee unless it contained a clause by which, on foreclosure, he could sell, and consequently assign the lease?

The POSTMASTER-GENERAL: That is provided for in the next clause.

The HON. W. D. BOX said that, on reading the clause, he found there was no power given to the mortgagee to sell.

The POSTMASTER-GENERAL said the power to sell is given in the following clause. It put the mortgagee of the leasehold on precisely the same footing as a mortgagee holding under the Real Property Act.

The HON. J. TAYLOR: Except that he must sell within twelve months, and cannot hold the land himself.

The HON. W. H. WALSH said that if a mortgagee had a mortgage on a holding he would have to find a purchaser for it, and that purchaser must be a person of spotless character—one of the elect, in fact. The next clause said, "provided that the purchaser must be a person."

The POSTMASTER-GENERAL: You would not have him a thing, would you?

The HON. W. H. WALSH said the man who came under that Bill would be less than a thing; he would certainly not be a man at all. He maintained he would be a thing; but, however, whatever he would be, the purchaser must be a person who was not disqualified to be a lessee of the land under the provisions of the Bill. So that, to obtain the value of his claim, the mortgagee would have to go through the length and breadth of the land to find out some innocent person who did not possess any other land under the Bill. He would state about how the clause would result: the mortgagee would, in all probability, put the holding into the hands of an auctioneer. The auctioneer would advertise it in the usual way, and a large meeting of persons would take place in the rooms on the day of the sale, and they would commence to bid. But the peculiarity of it was

that each man who made a bid would have to come forward and prove that he was an innocent person, and held no land under the Bill.

The HON. A. J. THYNNE: Produce his ticket-of-leave!

The HON. W. H. WALSH said it would approach as nearly as it possibly could go in any white country—in any English country—to the way in which slaves were bought at a market. Every bidder would have to step forward and prove that he was qualified to bid, and that for years he had been an innocent and spotless man.

Clause passed as printed.

On clause 65, as follows:—

"If default is made in the payment of the money secured by memorandum or mortgage according to the tenor thereof, or upon the happening of any event which, according to the terms of the memorandum, entitles the mortgagee so to do, the mortgagee may—

1. Enter upon and take and retain possession of the holding for any period not exceeding twelve months;
2. Sell the holding by public auction, after not less than thirty days' notice of the intended sale published in the *Gazette* and a local newspaper.

Provided that the purchaser must be a person who is not disqualified to be the lessee of the land under the provisions of this Act;

"Provided nevertheless that the board may extend the time during which the mortgagee may retain possession of, or sell the holding."

The HON. A. J. THYNNE said that was rather an important clause, and the Hon. Mr. Walsh had, to some extent, anticipated the discussion upon it. The clause placed extraordinary restrictions upon mortgagees exercising their ordinary rights of realising upon the security they had got. The clause was such as to render securities under the Bill practically worthless. Hon. gentlemen would remember that in times of prosperity, people did not generally make default in the payment of mortgages; it was only in times of adversity that people got into such a position as to have their property seized upon and sold out by mortgagees. In the case of any agricultural industry—as for instance at the present time, the sugar industry—where there was a depression the mortgagees would find themselves, if they held under this Bill, in the position of having had wares to sell, and in a depressed market. They were deprived of the only means they had hitherto had of protecting themselves by carrying on the operations themselves until such time as prosperity dawned again. Some years ago, persons engaged in the sugar industry were only too glad to get rid of their land and give it to the mortgagees as some loathsome thing; and the mortgagees were only able to protect themselves by carrying on for four or five years the plantations over which they had securities; and by doing so they were able in a great many instances to recoup themselves for the money they had advanced on the property. But, under the Bill before them, they would have to realise upon the property within twelve months, and they would simply be at the mercy of any person who chose to make an offer. It might be said that the proviso at the end of the clause was a sufficient protection against that; but those who had any experience of financial institutions, would admit that those institutions would never expose themselves to be hindered or harassed by any Government officials or any institution that might have the right of controlling their operations on securities. His attention had been pointedly called to that particular part of the Act by a gentleman whose name, if he mentioned it, would be received with respect by both sides of the House. That gentleman had asked him to mention it, because he believed that the people with whom he was concerned would be debarred from taking any securities under that Bill. They had put a great many restrictions upon farmers and graziers under the Bill, and if they passed that clause they would put upon them the greatest restriction they had inflicted yet; because, to a large extent, it would cramp their credit, and if they got into difficulty they would have great trouble indeed in finding anybody to help them out. He could understand that the object for which the clause was put in was to prevent mortgagees being practically the persons for whom dummiers would take up selections; and he quite sympathised with that object. But he thought they could have found some provision by which the public would be protected, and at the same time the value of the farmer's security would not be depreciated to such an extent as it would be under that Bill. He did not intend to frame a clause for the Government, but he would suggest that if a mortgagee held the security for twelve months, and, on submitting it to auction, found that he could not obtain a price sufficient to cover the money he had advanced, he should be allowed to hold it until he could get a purchaser at that price. That was a way out of the difficulty, and unless some provision of the kind was adopted the clause would be found one of the most serious drawbacks in the Bill.

The POSTMASTER-GENERAL said the hon. gentleman had got a very peculiar idea of the functions of a legislator. He said he was not going to suggest an amendment.

The HON. A. J. THYNNE: I have suggested one.

The POSTMASTER-GENERAL said the hon. member had said he was not going to suggest an amendment to improve the Bill, as it was not part of his duty as a legislator. It certainly was part of the hon. gentleman's duty as a legislator to make legislation as perfect as possible; and if that was not his idea of his duty, he ought not to have become a legislator. What were they there for but to do their duty, and their duty was to make legislation as perfect as possible. He said that was the most perfect scheme the Government could devise. He was not too proud to listen to suggestions, and would be very glad to consider any amendments the hon. gentleman, or any other hon. gentleman, might propose which would have the effect of relieving the honest selector, and at the same time protecting the country. The hon. gentleman had admitted that if they allowed unlimited license to mortgagees, and permitted them to remain in possession for an indefinite period, they would be offering the greatest inducements to persons to become dummiers in the name of mortgagees. It was to prevent such a state of affairs that the limit imposed by the clause was prescribed; but if that would cause any hardship, the board could give the mortgagee an unlimited extension of time; and no gentleman who occupied a position of trust would compel a man to sell at a loss if there was any reasonable prospect of a sale being effected on better terms.

The HON. J. TAYLOR said that when speaking on the second reading of the Bill he declared himself opposed to that clause, as he thought it was unfair and unjust to the mortgagee, the mortgagor, and to all parties concerned. He wondered whether there was any man with money who would be so foolish as to lend money to distressed selectors on such terms as were imposed by that clause. If there were, he must be fit for Woogaroo and nowhere else. He would suggest an amendment in the clause, and he hoped the Postmaster-General would agree to it,

and that was that the words "twelve months" be struck out, with the view of inserting "three years."

The POSTMASTER-GENERAL: Make it thirty years!

The HON. J. TAYLOR said it was no use the hon. gentleman sneering in that way about the amendment. Twelve months was too short.

The POSTMASTER-GENERAL: The time can be extended.

The HON. J. TAYLOR: It could be extended by the board; but were there any men who had the slightest trust in the board? Hon. members wanted to know who were to constitute the board?

The POSTMASTER-GENERAL: The decision of the board can be appealed from.

The HON. J. TAYLOR said he considered that the time was too short, and would move that the words "twelve months" be omitted with the view of inserting "three years."

The HON. A. J. THYNNE said he must say that he had a good deal of pity for the Postmaster-General for the functions he had to perform in that Chamber, and the feeling he had in that respect was caused by the evidence which the hon. gentleman had just given to them of the effect his exertions were having on him. If he was not attacking somebody in one way or other he did not seem to be in his element. In that instance the hon. gentleman had chosen to lecture him upon his duties as a legislator in that Chamber. Now, he (Hon. Mr. Thynne) thought he had given as much attention to his duties in that Chamber since he had been in it as any hon. gentleman had. He did not think there had been many Bills before them to which he had not given as much attention as the Postmaster-General, although that gentleman held an official position in the House as a member of the Government. At the same time, he contended that the Bill before the Committee, taking it from end to end, was more or less imperfect; and that it would be a task entirely beyond any individual member to undertake its reformation. He was convinced that if it were passed the Government would find that before twelve months had passed it would be necessary to remodel it. The suggestion he had offered to the Postmaster-General was made in good faith for the purpose of removing what he considered —and many other persons besides considered— was a very serious defect in the Bill; and he thought it should have been treated in some other way than the unkindly manner in which it was treated by the Postmaster-General.

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

CONTENTS, 14.

The Hons. C. S. Mein, J. C. Heussler, J. Swan, A. Raff, T. L. Murray-Prior, J. F. McDougall, G. King, W. Aplin, W. Forrest, J. C. Smyth, J. C. Foote, W. F. Lambert, A. C. Gregory, and W. Pettigrew.

NON-CONTENTS, 3.

The Hons. J. Taylor, A. J. Thynne, and W. G. Power.

Question resolved in the affirmative.

The HON. J. TAYLOR said he would move a further amendment, and that was that the word "twenty-four" be substituted for "twelve."

The POSTMASTER-GENERAL: You cannot do that. Those words stand part of the clause.

The HON. W. FORREST said before the clause was put he would like to say that in voting against "three years" he did so because, on looking into the clause, he thought the provision as it stood would have the effect of preventing a mortgagee from stepping in and arbitrarily taking possession of a selection, since he would know that if he did so he would have to realise within twelve months. The clause would, therefore, protect the selector, as it would have the effect of inducing the mortgagee to deal more tenderly with him than he would otherwise do.

Clause passed as printed.

Clause 66—"Transfer on sale"—passed as printed.

On clause 67, as follows:—

"A lessee under this part of this Act may underlet the whole or any part of his holding, and an underlease may be transferred, subject to the following conditions, but not otherwise, that is to say,—

1. The sub-lessee or transferree must be a person who is not himself disqualified to become the lessee under this part of this Act of a farm in the same district, and of the same area, as the land included in the underlease;
2. The approval of the board must be obtained to the underlease or transfer;
3. Such approval shall not be given to an underlease unless special grounds are shown by the lessee to the satisfaction of the board for granting such approval;
4. The underlease or transfer must be in writing and in duplicate, and one original thereof must be registered in the Department of Public Lands."

The HON. T. L. MURRAY-PRIOR said he would take that opportunity of saying that, although he voted on the other side, he had no faith whatever in the clause; but he was not going to oppose it.

The HON. A. J. THYNNE said he had a very tangible objection to subsections 2 and 3 of that clause. Under that clause, sublessees must be persons who were not themselves disqualified from holding land under the Bill, and, as the Hon. Mr. Walsh had said, they must produce their ticket-of-leave to occupy a sublease. If that requirement was insisted upon, why should a selector be driven to make application to the board for leave to underlet part of his property, and why should he be compelled to show special grounds for subletting? He thought it was the refinement of cruelty to place such restrictions on agricultural and grazing farmers. They would never be able to stand them. If a man took the bull by the horns and sublet a portion of his property without the permission of the board, he was liable to have the whole forfeited; and once it was forfeited, he could not take it up again for five years. That was legislation with a vengeance—he did not say that vengeance was intended, but it was there in fact, and would be felt by those who risked their money upon holdings under the Bill. To reduce the matter to a small thing, he might say that the holder of a farm could not allow the men he employed to have an acre or two of land for a garden. He moved that subsection 2 be omitted.

The POSTMASTER-GENERAL said the clause was an extension of the privileges of lessees to selectors. In no previous instance had a selector been allowed to sublet any portion of his holding, but now he would be allowed to do so; and surely there was no hardship in saying that the approval of the board must be obtained. The selector might underlet in contravention of the provisions of the statute, and the board, as custodians of the proper administration of the Act, ought to be at liberty to step in and see that the underletting was properly done. Instead of the clause being oppressive, it was most liberal. It gave to the selector privileges which he never before enjoyed in the colony.

The HON. W. FORREST said he hoped the Postmaster-General would look a little more closely into the clause. He (Mr. Forrest) looked upon 20,000-acre selections as the essence of the Act, and they should be dealt with in such a

manner as to be subject to as few restrictions as possible. They were in fact small squattages, and he did not see why restrictions should be placed on them which were not placed on big squattages.

The HON. W. H. WALSH said he agreed with the opinion expressed by the Hon. Mr. Thynne and the Hon. Mr. Forrest. The clause might be made to work oppressively to the man of small means who did not hold a high position either in society, or in the locality in which he resided. The magnates in East and West Moreton and the Darling Downs might work such a clause very well, on account of their influence with the board; but the small men who were not politicians, or money-lenders, who did not do large business with the banks, or tradesmen, would be in a very different position when they came before the board, especially if they had against them neighbours who were more powerful than themselves. He did not hesitate to say that in distant places like Maryborough, Rockhampton, and Townsville, where people had no friends to represent them, except the Hon. Mr. Thynne, apparently, in that Chamber, they would suffer under such restrictions as that contained in the clause; and their voices of complaint would never be heard because they resided so far from the metropolis. The clause could be made strong in favour of the strong man, and oppressive against those who had no friends at court. He trusted the good sense of the Committee would see the non-necessity for the subsection, and would have it eliminated.

The HON. A. J. THYNNE said the discussion was doing good service in exposing the real position of the small selectors under the Bill. The first sentence uttered by the Postmaster-General in opposing the amendment was that the privilege the Government were going to allow the selectors was one that they had never been allowed before.

The POSTMASTER-GENERAL: I said this was a privilege accorded to selectors which they were never allowed before.

The HON. A. J. THYNNE: It was a distinction without a difference. He could not think the hon. gentleman was strictly correct in saying that it was a privilege not recognised at the present time. Whether previous Acts were right or not was not the question. They were there to make as good a law as possible. The discussion was showing the Bill in such colours that it would be strongly resented by the people when they understood it. The policy of the present Government was to break up large estates to settle men on the land who would cultivate it. On the sugar plantations, for instance, they wanted men to settle who would grow cane and sell it to the large mill owners. How would the clause affect them? If he had land in the North suitable for sugar-growing, and wished to let it in small portions, he could not do so without a permit from the board in Brisbane. It was absurd to make such restrictions, when the colony and the Government were fully protected by the requirements of the 1st subsection.

The POSTMASTER-GENERAL said the theory of the Bill was that persons who applied for selections should be persons who wished to utilise the land themselves; and the objection to unrestricted subletting was that it would encourage persons to take up selections without any intention of utilising them, but at the same time preventing others from taking them up—in other words, after taking up selections, compelling other people to pay heavily for the use of the ground. But in cases where it was desirable, in the interests of the *bonâ fide* lessee, to sublet portions, the board would no doubt let him do so.

The HON. T. L. MURRAY-PRIOR said there was one remark made by the Hon. Mr. Walsh which he could not silently pass over. He said the Hon. Mr. Thynne was the only member of the Council who was in favour of the selectors.

The HON. W. H. WALSH: I said nothing of the sort. If the hon. gentleman will allow me I will tell him what I did say.

The HON. T. L. MURRAY-PRIOR said he was not finding fault with the hon. gentlemen; he only wished to put him right. The Hon. Mr. Thynne, had taken a great interest in the Bill, especially in the part now under consideration. That part he (Hon. Mr. Murray-Prior) looked upon as the worst, because it was so hard upon the very persons whom the Government ought to protect. Though he had not said a very great deal on the measure, and though he did not intend to say much on it, he should assist as far as lay in his power to amend the Bill for the benefit of the selectors. But his own opinion was that the Bill was worthless for selectors, and that its very badness would cure itself.

The HON. W. H. WALSH said he could assure the Hon. Mr. Murray-Prior that he did not say that the Hon. Mr. Thynne was the only protector or advocate of the selectors. He referred especially to the northern parts of the colony, and he mentioned distinctly Maryborough, Rockhampton, and Townsville. What he did say was, that that hon. gentleman was the only member who seemed to cast his eye, so far as the administration of the Bill was concerned, further than the immediate residences of most hon. gentlemen on the other side of the Chamber. He had taken an enlarged view of the question. He (Hon. Mr. Walsh) had listened to the Hon. Mr. Taylor and other hon. gentlemen opposite, and had been irresistibly led to the conclusion that they were advocating the interests of only the particular localities they were connected with. They had certainly done well in exposing the defects of the Bill and removing some of them. The learned disquisitions that had taken place were due to hon. gentlemen, who, all the same, did not look very much beyond their own interests; and the defects they had exposed would go forth through the length and breadth of the country, and sooner or later they would find their reward in the careful apprehension of the people to the facts they had elicited. But he specially marked out the Hon. Mr. Thynne as looking a little further than his own door, because he had noticed that whenever the case of the poor man or the small man came under observation he was always anxious in defending them—in defending selectors in distant places. The hon. gentleman had, at any rate, taken them into his thoughts and endeavoured to get their wrongs redressed and their rights acknowledged. He repeated that the two subsections in question could be worked easily by men of powerful influence in the neighbourhood so as to be most oppressive to those persons who had not the same influence as their competitors possessed.

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

CONTENTS, 9.

The Hons. C. S. Mein, J. Taylor, J. C. Heussler, J. Swan, J. C. Foote, W. Pettigrew, A. Raff, A. C. Gregory, and G. King.

NON-CONTENTS, 10.

The Hons. J. F. McDougall, W. H. Walsh, W. D. Box, W. Aplin, J. C. Smyth, W. F. Lambert, W. Forrest, T. L. Murray-Prior, W. G. Power, and A. J. Thynne.

Question resolved in the negative.

On the motion of the HON. A. J. THYNNE, subsection 3 was omitted as a consequential amendment.

Clause, as amended, put and passed.

Clauses 68 and 69 passed as printed.

On clause 70, as follows :—

"Whenever the boundaries of any district comprise any conditional selection selected under the provisions of the Crown Lands Alienation Act of 1876, the selector may apply to the Minister to surrender his title under that Act, and to receive instead thereof a lease of the land as an agricultural farm under this part of this Act, notwithstanding that the area exceeds nine hundred and sixty acres.

"Upon such surrender, the selector shall be entitled to receive a lease under this part of this Act for the prescribed term.

"The total rent which has been paid by the selector in respect of the selection, after deducting a sum equal to sixpence per acre, or one-half the annual rent, whichever is the lesser sum, for every year during which the selection has been held, shall be credited to the selector as paid in advance in respect of the rent reserved by the lease; or if there be any surplus after payment of such rent, then in respect of the purchase money, as hereinafter provided.

"The rent to be reserved under the lease for the first ten years shall be determined by the board, but shall not be less than the minimum hereinbefore prescribed.

"The purchase money to be paid on purchasing the selection within the first twelve years, as hereinafter provided, shall be the selection price, or a sum equal to one pound per acre, whichever is the greater sum.

"A selector may, before applying to surrender his title under the provisions of this section, require the board to determine the rent which will be reserved for the first ten years in the event of such surrender."

On motion of the HON. A. C. GREGORY, the words "nine hundred and sixty" at the end of the 1st paragraph were omitted, and "one thousand two hundred and eighty" inserted as a consequential amendment.

The HON. A. J. THYNNE said he had an amendment to move in the 3rd paragraph—to omit the words "sixpence per acre or one-half the annual rent, whichever is the lesser sum," and insert instead thereof the words "the annual rent to be paid during the first period of the new lease." The clause set out the conditions upon which persons holding selection under the present law might come under the provisions of the Bill. The scheme of the clause was that when they applied to do so, an account was to be taken of the amount of instalments of purchase money they had paid in respect of their conditional selections, and they had to deduct either 6d. per acre, or if the annual rent was less than 1s. an acre, they had to deduct half the annual rent they had been paying, and credit was to be given to them in the books of the Government for the balance as against the rents to accrue in future years under the new lease. That was not a very suitable way of making the provisions. It seemed to him that it would be much better if they were to take an account of the number of years that the selector had been in possession of his property, and, in consideration of his coming under the present Bill, that he should be charged, for the time he had been in occupation, the same rent as he would have to pay during the first ten years of his lease. That was, that no matter what his rent or instalments of purchase money had been each year for the number of years he had been in possession of the land, that was not to be taken as the test of the amount which he was actually to forfeit to the Government, or give upon coming under the Bill; the true test would be for him to get the rent that he had to pay during the first ten years of his lease assessed by the board as provided by the last clause, so that he could know exactly whether he was on the right side or the wrong side in giving up his selection, and coming under the Bill. Supposing he had been paying a rent of 1s an acre or 1s. instalment upon land at 10s. an acre and held it for five years, if he got a lease at 3d an acre he would have his rent paid for him for several years in advance, and it might be worth while in such a case for the struggling selector to come under the Bill. He would not have moved any amendment upon the clause had he not been written to by selectors in the country to propose some more equitable scheme under which they could come under the Bill. He did not think there could be any objection raised to the principle he proposed, as the Government had in hand a certain sum of money belonging to these selectors, and there was no deduction for interest made against them. Without some equitable arrangement of that kind, when they compared the provisions of the present law with the restrictions under the Bill, there would be no inducement to selectors to come under the Bill at all.

The POSTMASTER-GENERAL said that, while being desirous to be as liberal as possible to the selectors, he did not see his way to accept the amendment. It was not quite so fair as the hon. gentleman believed it to be. His proposal was that they should credit the selector with all the money he had been previously paying for rent, and let that be exhausted before he would have to pay any other rent. It should be remembered that according to the principle already approved there was to be an increase in rental after the first ten years. Take the case of a selector who took up land for five years, and who had paid 5s. as rent, and the rental was fixed, they would say, at the minimum price of 3d. per acre. He would have then his holding under the Bill rent free for twenty years. At any rate he would not bring himself under the provisions of the statute providing for the increase of rental, because he would have fifteen years' occupation at the same rate, instead of holding for ten years at the same rate, as the selector under the Bill would have to do. He would have occupation for five years, and it would not be debited against him, and the rental he had paid would be appropriated to the payment of rent for subsequent years. He would really get his first five years' rent free, and for the first fifteen years of the lease he would be practically under the same rental as at first. They had already stipulated that the agricultural and grazing selectors would pay rent at the same rate for ten years, and immediately after that the rent would be increased at least 10 per cent. It would not be fair to confer a privilege upon the incoming selector which would not be conferred upon the selectors under the Bill. They would, according to the Bill, deduct a sum equal to 6d. per acre, or one-half of the annual rent, whichever was the lesser amount according to his holding under the Act of 1876. If they paid a less rental than 6d. per acre they would deduct 3d., and if they paid a higher rental, they would deduct 6d. It seemed to him that that was very fair, and it put new selectors upon about the same footing as selectors who came in after having held under previous Acts.

The HON. A. J. THYNNE said that if the hon. gentleman went into figures again he would see that the proposal was not so much in favour of selectors coming under the Bill as he thought. Take the case of a man who paid five years' rent and paid half of the purchase money; he would only require to pay another 5s. per acre in order to secure the freehold.

The POSTMASTER-GENERAL: He has to perform the conditions still.

The HON. A. J. THYNNE said the conditions had to be performed in either case, and under the Bill he would have to pay a rent. It

was presumed, according to the Bill, that he would make the best use of the land, and he would ask, was it really such a boon as it was professed to be? Under the present conditions a man could get a freehold at 5s. per acre, and relieve himself of having to pay 3d. per acre rent, and it could not, therefore, be considered a boon to allow him to come under the Bill. People outside, he was sure, would undoubtedly consider it a more favourable bargain for the selector to obtain a freehold, and become the actual owner of the property by paying 5s. per acre. He could not see himself what inducements were offered to selectors under the present law to come under the Bill. Where selectors, by reason of droughts or shortness of money, were not in a position to go on paying the balance of their instalments, they would be glad to accept a concession that would relieve them of the payment of money for a few years in the immediate future, and that was the only instance where it would be really worth the while of the present selectors to come under the new Bill. If the Government did not make an equitable offer to them they would not find any of them coming under the new Bill.

The HON. W. FORREST said he scarcely thought, from the explanation given by the Postmaster-General, that he understood quite what was intended by the Hon. Mr. Thynne. As he understood the amendment, it was proposed that if the conditional selector, under the Act of 1876, determined to come under the present Bill, this would take place: he surrendered his lease under the Act of 1876 and got a new lease under the Bill, dating substantially from the date upon which he surrendered the old lease. As the case now stood, he would have to pay for the time he held the land, prior to coming under the Bill, 6d. per acre, or one-half of the annual rent he was then paying, whichever was the lesser sum, and the rest of the money would be credited to him as rent in advance. The Hon. Mr. Thynne pointed out that the amount might be 1s. per acre; if he had to pay 10s. per acre for the land, the rent then would be very much heavier than the original selector under the Bill would have to pay. The hon. gentleman only asked that the conditional selector under the Act of 1876 should, from the time he held his selection, be placed in the same position as if he had come under the Bill without having been previously a selector under the present Act. Supposing a man had paid 5s. per acre in rent, and under the Bill he had to pay 3d. per acre per annum for five years, it would only amount to 1s. 3d., and the balance of the 5s.—3s. 9d.—would be lying in the Treasury without interest. So that if he only had to pay the same rent as he would have to pay by coming under the present Bill at once, he would be still at the disadvantage of having a certain amount of money in the Treasury, without interest, and waiting until he could purchase the land.

The POSTMASTER-GENERAL said he would get no allowance whatever for interest, but he would have occupied the land for five years without any rental at all. He had paid five years rental, and when he came under the Bill that payment was credited to him in respect of the rent to accrue under the new lease, after deducting the annual rent at the new rate for the past period.

The HON. W. FORREST said that under the new lease, if the rent was fixed at 3d., it would only amount to 1s. 3d. in five years, and the selector who had paid 5s. in rent would still have 3s. 9d. in the Treasury without interest.

The HON. A. J. THYNNE said, if the Postmaster-General would bear with him for a moment, he would point out that his amendment was that the total rent which had been paid by the selector in respect of his selection, after deducting a sum equal to the annual rent paid under the first period of the new lease for every year during which the selection had been held, should be credited to the lessee, etc.

The POSTMASTER-GENERAL said the hon. gentleman was quite correct, but his objection had not been met—that the selector would be paying rent for fifteen years without an increase, whilst the rent ought to be increased by one-tenth after a lapse of ten years.

The HON. J. C. HEUSSLER said he was in a position to clear up the difficulties referred to by the Hon. Mr. Thynne. He had had applications for information on the subject from selectors under the Act of 1876, and when he explained the matter to them they considered that they were very fairly treated. It was quite true that those people would have to pay a heavy rent for the last five years; but it must not be forgotten that it was a concession to allow them to come under that clause. He was quite sure that only those selectors who, through some misfortune or other, could not afford to continue paying their rent would come under that clause, and they claimed then to begin afresh. He thought those selectors were very liberally treated.

The HON. A. J. THYNNE said that after the statement made by the hon. gentleman that it was only distressed selectors who would come under that provision, he might claim the hon. gentleman's support. The real difficulty as far as he could make out, was now narrowed down to this—that because selectors under that Bill would have to submit to an increase of 10 per cent. of their rent at the end of the first ten years, it was not fair to put present selectors on a different footing; but if the hon. gentleman would consider the matter he would see that the Government would have the rent for a period of ten years in advance in their pockets, and that would more than compensate them for the extra rent, with the addition of 10 per cent., for a couple of years afterwards. In fact, it would be found, if they went into a calculation, that the amendment was in favour of the Government.

The HON. A. C. GREGORY said he thought the matter really did not include any very important question. A selector under existing Acts paying 1s. a year per acre, would, at a rough calculation, be paying 6d. a year rent and 6d. a year towards the capital sum. If he came under that clause he would be simply paying rent on the capital sum, and deferring the ultimate purchase of the land. When they compared those two things they would find that, whether they adopted the clause as it stood, or whether they accepted the amendment, there would be very little difference in reality to the lessee when he ultimately became a freeholder. If the lessee was in an extremely impecunious position and wished to stave off the evil day, he would come under that clause. It had been assumed that the board would assess the rent at 3d., but he thought it was highly probable that they would assess the value of a piece of land that had been held for several years at a higher rate than a new selection. The amount would probably be nearer 6d. an acre.

The HON. W. FORREST said he would like to point out to the Committee what the interest could come to. In calculating it just now he found that the question was a much more serious one than hon. members appeared to imagine.

The Act of 1876 permitted a selector to take up a conditional purchase of 5,280 acres. Assuming that he selected five years ago 5,000 acres at 10s., he will now have paid 5s. per acre. Assuming also that he comes under this Bill and that the new rental is fixed at 3d. per acre, 1s. 3d., or 3d. per acre per annum for five years, will have to be deducted, thus leaving 3s. 9d.; and 5,000 acres at 3s. 9d. was £937. If the Government received 5 per cent. on that, they would actually get £460 interest.

The POSTMASTER-GENERAL said the hon. gentleman overlooked the fact that the selector had been credited with his rent year by year. They had been discussing that clause a long time, and there was comparatively little in it. He would not object to the Hon. Mr. Thynne's amendment. There was no doubt that that provision would not be availed of, except by men who did not find it convenient to pay their rent.

Amendment put and passed.

The HON. A. J. THYNNE said he proposed to omit the words "or a sum equal to £1 per acre whichever is the greater sum," in the 5th paragraph of the clause. That would leave the amount at the present selection price. If the clause were passed as it stood, he thought that paragraph would deter a great many people from coming under its provisions.

The POSTMASTER-GENERAL said he could not consent to that amendment, because it was not a matter of detail; it was really a matter of principle. They were allowing persons to come under the provisions of the Bill, no matter what the area of their selections might be. The policy of the Bill was not to alienate land except in agricultural districts where the area was restricted to 1,280 acres. By the amendment, the 5,000-acre man would be able to take advantage of the provisions of the Bill, and buy his land at 5s. an acre, which was contrary to the policy of the measure. If he wanted to purchase under that measure, he must pay at least £1 an acre for his holding; he must pay at the same rate as a man who took up land in an agricultural area would be likely to do.

The HON. A. J. THYNNE said he did not wish to interfere with the principle of the Bill in any shape. He would point out that the Government had already arranged to alienate at a price those very lands about which they were speaking, and it would therefore not be trespassing on the scope or principle of the Bill, if they allowed the selectors to purchase at the rate agreed upon. His amendment would not cause any loss to the revenue, as the price of the land had already been fixed by the State. If his amendment interfered with the principle of the measure he would not press it.

The HON. W. FORREST said that so far from bringing a loss to the revenue the amendment would bring an increase. At present the selector paid his rent, and it went towards making his land a freehold—it went towards the reduction of the purchase money; but if he surrendered and came under the Bill, future rents would not go towards paying for the land in fee-simple. They were now about to solve a difficult political problem, whether the people of the colony were in favour of leasehold or of freehold, and instead of restricting selectors from coming under the Bill they should make it as easy as possible for them to do so. That would be the way to test the opinion held by the people, for if selectors would come under the provisions of the Bill that would be a strong proof that they preferred the leasing principle to that of alienation.

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

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Question resolved in the negative.

Clause, as amended, put and passed.

On clause 71, as follows:—

"Whenever in the case of a holding in an agricultural area the condition of occupation hereinbefore prescribed has been performed by the continuous and *bona fide* residence on the holding of the lessee himself, or of each of two or more successive lessees, for the period of ten years next preceding the application hereinafter mentioned, the lessee may apply to the commissioner to become the purchaser of the holding, and upon proof to the satisfaction of the commissioner that such condition has been so performed, and on payment at the Treasury, or other place appointed by the Governor in Council, of the prescribed price and deed fee and assurance fee, he shall be entitled to a deed of grant of the land in fee-simple.

"When the title to a selection under the Crown Lands Alienation Act of 1876 has been surrendered and a new lease has been issued under the provisions of the last preceding section, any continuous personal residence of the selector upon the selection up to the time of such surrender shall be computed in reckoning the period of ten years.

"The purchase money shall, if the application to purchase is made before the expiration of twelve years from the commencement of the term of the lease, be the price specified by the proclamation which declared the land open to selection, or hereinbefore prescribed, as the case may be; and, if the application is made at a later time, shall be a sum bearing the same proportion to that price as the rent payable at the time of the application to purchase bears to the rent specified by that proclamation or so prescribed.

"When a holding is vested in an executor or administrator of a deceased lessee, the residence on the land of any person who is beneficially interested in the holding shall be deemed to be personal residence of the lessee for the purposes of this section."

The HON. A. J. THYNNE moved the insertion of the words "or by his or their bailiffs" after the word "lessees," in line 25. The conditions relating to the acquisition of freehold were so exceedingly strict as to be practically prohibitory, and, in his opinion, they should not be so hard. According to the clause, unless there was continuous personal residence for ten years on the part of the selector, the property could not be made freehold; and it would be far better to have it so that people might also perform the condition of residence by bailiff. He concurred in the opinion that homestead selectors should be compelled to live continuously on their land—that condition was a counterpoise to the nominal nature of the purchase money they were expected to pay. But when a man was called upon to pay as much as £1 an acre, it was hard that he should be called upon to reside continuously on his land.

The POSTMASTER-GENERAL said the hon. gentleman had apparently forgotten the present law in respect to homestead areas. It was practically the same as it would be under the new Act. Every conditional purchaser was bound to reside personally and continuously on his selection according to the present law, to which the clause under consideration had been assimilated. He would refer hon. gentlemen to the 38th clause of the Act of 1876, which provided—

"The condition of the occupation shall be performed by the continuous and *bona fide* residence on the land of the lessee himself."

Practically, the provisions were the same as were included in the Bill. The hon. gentleman's argument was that the clause would be prohibitory against the acquisition of freeholds. It had not been found so under the Act of 1876; and he announced, at once, that the Government could not under any circumstances accept such a resolution. It broke through one of the fundamental principles of the Bill, and it was a retrogression from the principles affirmed by the Act of 1876, which had been in satisfactory operation——

The HON. A. J. THYNNE said it was unnecessary for the hon. gentleman to continue. His previous argument was practically unanswerable; and, with the permission of the Committee, he (Hon. Mr. Thynne) would withdraw his amendment.

Amendment withdrawn accordingly.

The HON. W. FORREST said before the amendment was withdrawn——

The POSTMASTER-GENERAL: It has been withdrawn.

The HON. W. FORREST: He had not heard it withdrawn. However, he only wished to point out that agricultural selectors under the Act the hon. the Postmaster-General had just read had only to reside for five years, whereas under the clause they would have to reside ten years.

The HON. A. J. THYNNE said he proposed to assimilate the period. He therefore moved the word "ten" be omitted, with the view of inserting "five."

The POSTMASTER-GENERAL said he believed the intention of the hon. gentleman in moving the amendment was to assimilate the Bill to the provisions of the Act of 1876, but in his opinion it was no assimilation at all. The provisions of the section were far more liberal than the Act of 1876, and they must get some compensation for their liberality before they parted absolutely with their land in fee. Under the Bill they allowed any person who took up land within the prescribed area to assign. There was no such provision in the former Act; on the contrary, there was an actual bar to alienation until certain conditions were fulfilled. A certificate could not be obtained until three years had elapsed, and then alienation could only be made to a person who was competent to select. In the present Bill they did not stipulate for the fulfilment of those conditions at all. Beyond a certain amount in the initiation of the transaction, they would allow a man to assign his lease to any competent person at any time; and unquestionably the fundamental principle, so far as agricultural areas were concerned, was that there should not be inducements held out for speculation in freeholds. The State did not want to part with its land without getting some consideration for it, and some evidence of *bona fides* on the part of the selector; and they therefore stipulated a reasonable period for the continuance of occupation before the right of alienation should be allowed. He thought it was really a fair bargain.

The HON. W. FORREST said the Postmaster-General had pointed out that, beyond a few small stipulations at the beginning of the transaction, there was no bar after a certain time in selectors transferring. But he did not clearly explain what those few stipulations at the beginning of the transaction meant. They meant that a man could not become a lessee—he was merely a licensee—until he fenced in his selection and performed certain other conditions. But under the Bill a man could not become a lessee until after five years, and he must remain another ten years before he would become a freeholder. Even if the amendment was passed, it would take a man five years to get his lease, and then he had to reside on it five years after that—ten years altogether—so that the restriction was too exacting altogether, and too oppressive. As an illustration of the effect of those restrictions, he would instance what had been done in the colony by over-legislation, and overcharges in the coast districts generally. In the settled districts there were 88,000 square miles of country; and it might perhaps astonish hon. members when he told them that after making ample allowance for all the land alienated in fee-simple or under selection, and for land held in pastoral leases, there were still 62,000 square miles in these districts that was not under occupation of any kind whatever.

The POSTMASTER-GENERAL: Strong proof that it is not worth very much.

The HON. W. FORREST: That had arisen from the fact that about ten years ago an exceedingly liberal Government endeavoured to prevent any man trying to employ the land in any shape or form, or under such conditions as made it impossible for him to live upon it. They exacted a rental of £2 per square mile. At that time settlement had not extended much more than to Townsville, on the coast, and if since that time that land had been let at a reasonable rental—if it had been leased at 5s. per square mile—every acre of that 62,000 square miles would have been under occupation, and they would have given a rental of over £15,000 a year, or during the last ten years they would have returned to the Treasury £150,000. There were not many people in the colony who had the slightest notion that they had 62,000 square miles not under occupation of any kind in the settled districts alone. He would take that opportunity of pointing out a blunder that some people in that House and outside of it had fallen into with regard to the effect of the amendments they made the other night, granting an extension of time to the pastoral lessees in the settled districts from ten to fifteen years. Some persons had raised a howl about locking up land that was so much required for the public; but what were the facts of the case? Out of the 88,000 square miles he had mentioned, which was about 56,000,000 acres, there was under pastoral occupation only 11,000 square miles altogether. That was a fact that could be very easily verified by referring to the report of the Public Lands Department for the year 1883, from which he was now quoting. If leases for the half of that land were granted to the present lessees for fifteen years, it would merely mean locking up 3,000,000 acres or thereabouts out of the 56,000,000 acres he had mentioned. About 10,000,000 acres had already been alienated, and out of the balance only about 3,000,000 acres would be locked up, and that could be taken away at any time the Government chose to take it away. In fact the locking-up was a perfect sham, like a great many other parts of the Bill. As far as he was concerned he did not care a snap of his fingers whether they got leases in the settled districts or not. They were just as well off with one day's lease as with a fifteen years' lease. He had said nothing about this before, because certain persons, whom he would not specify, but who were very fond of imputing motives, would have told him that he had some personal interest in the matter; but he repeated he did not care a fig whether there were any leases granted in the settled districts, or in the unsettled districts, for the matter of that; because the whole thing could be broken through in a day, and would be broken through when it suited the Government—he did not mean the

present Government, in particular, but any Government that might be in power. What he had pointed out was one of the effects of excessive restrictions and over-charges. He would repeat it, because he wanted to rub the fact in, as it was not generally known. They had actually 62,000 square miles in the settled districts, where people talked so much about land being required for settlement. They heard speeches night after night, and saw articles in the public papers crying out how those lands were wanted for settlement, and yet more than four-fifths of it was actually not under settlement of any kind whatever, although it could be taken up at £2 per square mile. But there were very good reasons why it had not been taken up—simply because it would not pay. If anyone wanted information upon that point let them come to him.

The POSTMASTER-GENERAL: It cannot be taken up at £2 per square mile.

The HON. W. FORREST said it could be taken up as new leases at £2 per square mile. He repeated the statement, because he knew it to be true. In fact, he had known runs that were taken up not very long since—certainly inside the last two years—in that way; and if the hon. gentleman would look at the report of the Lands Department, from which he was quoting, he would find that new leases had been taken up in 1883. The proposed amendment of the Hon. Mr. Thynne, for granting relief to the agricultural selectors, did not, in his opinion, go nearly far enough; and he was exceedingly sorry, knowing the interest that hon. gentlemen took in that sort of settlement, that he had withdrawn his amendment. The practical effect of the clause, even with the proposed amendment, would be that it would take ten years before the selector could apply to have his land made a freehold. Then with regard to personal residence, he thought it was very hard indeed on residents—say of Brisbane or any other town of the colony—that they could not take up 1,280 acres, reside upon it by bailiff, and fulfil all the conditions. He thought it would be a very good thing for the country if they were allowed to do so. They were accustomed to hear, night after night, statements made about people who had taken up land having robbed the country, and no end of statements of that kind; as if persons who had taken up land had really not paid for it; whereas they had paid for it. As the Hon. Mr. Mein had said in an eloquent speech he made four or five years ago, it was merely giving one kind of capital for another kind of capital. As he was now quoting statistics, he would go further and show what the colony had benefited by those who had taken up land. He had copied most of his figures from the statistical return of 1883. There were certain figures about which there could be no mistake whatever—namely, those relating to the amount of money received in the Treasury for and held in fee-simple, and the balances due for selections. There were certain other complicated figures which required to be worked out very carefully; but he would not weary the House by going into them. He would take the first two items he had mentioned. There were a little over 6,000,000 acres of land held in fee-simple, and those 6,000,000 acres had returned £4,582,000 to the Treasury.

The POSTMASTER-GENERAL: £3,997,000.

The HON. W. FORREST: If the hon. gentleman would look a little further he would find that there was an additional sum of £584,000 for town lands. The hon. gentleman would very seldom find that he (Hon. Mr. Forrest) was wrong in his figures, although he might be a little wrong sometimes in his law. He was now referring to land alienated, and he had stated so distinctly. There was also, according to the same return, £1,121,901 due as balances on selections, making altogether nearly £6,000,000—£5,800,000. But there were a great many other items—very important items—not included in them. For instance, when a selection had been paid for nearly at the end of 1883, it became extinguished so far as any reference was made to it in the books of the Lands Office. The money would have been paid into the Treasury and the deeds would not have been issued, so that it neither appeared in the report under the designation of "Balances owing" nor of land for which the deeds had been issued. That amounted to a very large sum, as anyone who went through the figures would see. Then there was land that had been alienated from the beginning of 1883 to the present time; and land sold at auction before the end of that year, the money for which had found its way into the Treasury; but they did not appear amongst the amounts received for land sold in fee-simple. It took a great deal of working among the figures to arrive at a conclusion as to the total amount of money represented; but he took it that between £7,000,000 and £8,000,000 had been paid into the Treasury for land alienated since the foundation of the colony. Now, the colony had been paying for money as much as 6, 7, and as high as 10 per cent., and he should not now go into a calculation to show the saving of interest that might have been effected during the time that they had been paying those enormous rates. £8,000,000 at 5 per cent. gave a rental to the colony of £400,000 a year, and if he had gone really in excess of the amount that actually found its way into the Treasury—he might give it at £7,000,000 or £7,500,000, and take that at 4 per cent. and they would have a rental of £280,000 or £300,000, and that was not only for this year or next year, but for all time. There was that much being saved to the Treasury and the State every year. They got out of the unsettled districts for pastoral rents £212,000, and out of the settled districts £21,000 a year, or a total of about £240,000—an amount in no way nearly equal to the interest on the money at 4 per cent. that had been received for land alienated in fee-simple or under selection. They could go into that matter and consider that, with all the unnecessary and arbitrary restrictions and excessive rentals for the last ten years, they had prevented 62,000 square miles of that much-boasted country in the settled districts from being taken up under any kind of occupation at all. When they considered that, and also considered that, under reasonable and liberal laws, there was paid into the Treasury an amount of about £8,000,000, for which they were getting now a yearly return at 4 per cent. of £320,000 or £280,000, if they took it to be £7,000,000 he thought they would admit it would be a very wise and politic thing to carefully consider whether they could not introduce a much better system of alienation than was now proposed.

The HON. T. L. MURRAY-PRIOR said he would support the amendment. That Bill was introduced to prevent the acquisition of freeholds. He thought it would have that effect in a very great measure, and therefore he would as much as possible help those people who wished to acquire freeholds. He was sure that the Postmaster-General, after having listened to the speech and the figures quoted by the Hon. Mr. Forrest, could not but agree with what that hon. gentleman said.

The HON. A. J. THYNNE said the Hon. Mr. Forrest had pointed out that the restrictions under the Bill were more severe than those under the present Act. He would add to that by saying that the selector under the present law, after

having obtained his certificate, could at any time claim a freehold ; but under the Bill a man had to be two or three or even five years in occupation of his land and making improvements upon it before he got his lease, and he had then to be five years in personal occupation of the leasehold before he could apply for a freehold. The amendment moved by the hon. gentleman was almost too moderate.

The POSTMASTER-GENERAL said that the too moderate amendment which hon. gentlemen were going to support, and the long speech which the Hon. Mr. Forrest had made, simply amounted to this : It proved conclusively that they had been receiving far too little rents from their lands, and that they should give up every acre for whatever they could get for it. The hon. gentleman had carefully omitted to mention that the accumulation of capital to which he referred had been applied to revenue purposes entirely. The Hon. Mr. Thynne assumed that before a lease issued, the selector must be in occupation for five years. The Bill provided nothing of the sort. It simply stipulated that before a lease issued the selector must fence his selection or make improvements equivalent to the value of the fencing. As soon as that was done he could get his lease at once, and if he only took six months to do it he could get his lease then.

The HON. A. J. THYNNE : It would probably take two years.

The POSTMASTER-GENERAL said he could take five years if he thought proper to do so, but as soon as the improvement was made the lease would issue. He would certainly oppose the amendment, because it was contrary to a fundamental principle of the Bill.

The HON. W. FORREST said the Postmaster-General could hold a brief on either side about as well as anyone he knew. In the speech to which he had referred, the hon. gentleman had pointed out in much stronger terms than he could the advantages of alienation. The hon. gentleman in that speech pointed out that a certain amount of land would give a certain return ; that that land was only yielding £4,000 a year ; that at 10s. an acre it would realise so much ; and that the interest upon that at 4 per cent. would be so much. He forgot the exact figures used, but the hon. gentleman said that the saving to the State in interest, as between the rental from the lessees and the interest upon the capital realised from the sale of those lands would amount to something like £74,000 a year. That was to say, that the interest in the one case would amount to £78,000, and after deducting the £4,000 received from the leases, the saving to the State would be £74,000. The hon. gentleman said something very different now to what he said then, and occupied columns of *Hansard* in explaining.

The POSTMASTER-GENERAL said he did not take back a word. He was then advocating the Western Railway Act or Railway Reserves Act, by which they proposed to substitute for one kind of capital their land, another kind of capital in the shape of railways, but their successors had appropriated the moneys that Parliament had sanctioned to be raised by the sale of land for that purpose to revenue purposes, and not for the purpose for which he advocated its being raised. The state of affairs was totally different now from what it was then. The money had been raised and appropriated to revenue purposes. His argument then went to show, as he had contended during the whole of the discussion upon this Bill, that the land was worth more than it was bringing in, and they were entitled to get a better rental from it.

The HON. A. J. THYNNE said he had not gone so far as to study a budget speech, but he wondered greatly what course the present Teasurer's successor would have to adopt to recover the colony from the course which the Postmaster-General was urging them to adopt.

Amendment agreed to.

The POSTMASTER-GENERAL moved that after the word "commission," in the 8th line of the clause, the words "in open court" should be inserted. It was an accidental omission.

Amendment put and passed.

The HON. A. J. THYNNE moved, as a consequential amendment rendered necessary by the amendment previously made in an earlier portion of the clause, that the word "ten" be omitted, with a view of inserting the word "five."

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

On clause 72—"Special provisions for acquiring freehold in the case of holdings not exceeding one hundred and sixty acres after personal occupation"—

The HON. A. J. THYNNE said he took exception to subsection 5. It would prevent a man who had been unfortunate, and had been obliged to borrow money at any time during the term of his lease, from exercising the right of purchase. The poorer a man was, the more right he had to consideration and concession. He would like to see the clause struck out altogether, or he would suggest, if the Postmaster-General would agree to it, that it should be amended by substituting the word "is" for the words "has been" in the last line of the clause. That would provide for his right to purchase if the land was not under mortgage at the time the application to purchase was made, and would prevent the mortgagee getting the benefit of it.

The POSTMASTER-GENERAL said he did not know whether the hon. gentleman wished to extend his objection to the provision respecting subletting. It would be an evasion of the provisions of the Bill if a man who came under that clause was allowed to sublet. They were almost giving the land away. A man had only to pay 2s. 6d. an acre for his land and reside continuously on it for five years, and if he was to sublet, residence clearly could not be continuous by himself.

The HON. A. J. THYNNE : He may sublet a part and not the whole.

The POSTMASTER-GENERAL : If he sublet a part that would not be in keeping with the provisions of the Bill. A homestead selector certainly ought not to be allowed to sublet.

The HON. A. J. THYNNE said there was something very harsh about the clause. He thought the words "has been mortgaged" should be struck out.

The POSTMASTER-GENERAL said he must set his face against subletting being allowed as it was altogether contrary to the spirit of the clause. After continuous personal residence on a selection a man was at liberty to buy the land from the State for the small sum of 2s. 6d. per acre. If he could not afford to pay that without subletting, he was not a desirable man to give their land to on such terms.

The HON. A. J. THYNNE said he quite agreed with what the Postmaster-General had said respecting subletting, but it was a different matter with regard to mortgaging.

The POSTMASTER-GENERAL : I would have no objection to the clause being amended so as to read "which is mortgaged or has been sublet."

The HON. A. J. THYNNE said that was all he desired, and he would move that the words "is mortgaged or has been sublet" be substituted for "has been mortgaged or sublet."

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

Clause 73—"In case of contiguous farms held by the same lessee, one only need be occupied"; and clause 74—"Privilege to continue notwithstanding acquisition of land in fee-simple"—passed as printed.

On the motion of the POSTMASTER-GENERAL, the CHAIRMAN left the chair, reported progress, and obtained leave to sit again next sitting day.

The House adjourned at thirty-five minutes past 10 o'clock.