Queensland

Parliamentary Debates
[Hansard]

Legislative Council

WEDNESDAY, 5 DECEMBER 1894

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LEGISLATIVE COUNCIL.

WEDNESDAY, 5 DECEMBER, 1894.

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

DURATION OF SITTING.

The HON. C. H. BUZACOTT: I move the adjournment of the House, not for the purpose of exciting discussion, but to ask the Postmaster-General, at an early period of the sitting, whether he intends to sit after tea. Yesterday, expecting a heavy night, I made arrangements to remain here for the evening; and I was, with other members, rather disappointed when the House rose early. It would be a convenience to the House to know at an early part of the sitting whether it is intended to rise at 6 o'clock.

The POSTMASTER-GENERAL (Hon. A. J. Thynne): Yesterday many members did not desire to sit in the evening, and I, for one, did not desire it. One of the reasons which induced me not to ask the House to sit after tea was the complaint made about rushing the business of the House. I thought it desirable that hon. gentlemen who objected to rushing legislation should have a little further time for the consideration of the business on the paper. I have no doubt that the postponement which took place yesterday will facilitate the transaction of business. I hope this afternoon that we will be able to proceed with business in such a way as to render it unnecessary to sit after tea.

The HON. C. H. BUZACOTT: I did not intend to convey any censure upon the Postmaster-General for having moved the adjournment yesterday. My intention was to ascertain at an early part of the sitting whether the intention was to sit after tea to-night. I beg to withdraw the motion.

Motion, by leave, withdrawn.

SUGAR WORKS GUARANTEE.

The POSTMASTER-GENERAL, in moving—

That a message be sent to the Legislative Assembly notifying the concurrence of this House in the estimate of the probable guarantee required for the financial year 1894-95 under the Sugar Works Guarantee Act, as requested by the Legislative Assembly by message dated 29th ultimo—

said: The guarantees likely to be required during the year are three—one for the Marian Central Mill Company, near Mackay, of £32,000; one for the Pleystowe Central Mill Company, also near Mackay, of £30,000; and one for the Nerang River Sugar Company, of £18,000. Hon. gentlemen are aware that these advances are to be made when all the preliminaries are complied with by the companies, upon the security of the companies' plant, freehold land, and cane.

The HON. C. H. BUZACOTT: I think this is an entirely novel procedure. These are the first guarantees submitted to Parliament under the new Act, and I think it desirable that we should have more information than has been given in the few words said by the Postmaster-General. I have no objection to offer to the resolution, and I hope all these mills will be successful.

Question put and passed.

LOAN BALANCES DIVERSION BILL.

THIRD READING.

This Bill was read a third time, passed, and ordered to be returned to the Assembly.

RAILWAYS CONSTRUCTION (GUARANTEE) BILL.

SECOND READING.

On the Order of the Day for the resumption of the debate on the second reading of this Bill being read,

Question—That the Bill be now read a second time—put and passed.

COMMITTEE.

Preamble postponed.

Clauses 1 and 2 put and passed.

On clause 3—"Local authorities may guarantee cost of maintaining and working railways, together with interest on the cost of construction"—

The HON. C. H. BUZACOTT said the clause provided that any local authority might give or join with any other local authority or any other person whatsoever in giving a guarantee, and in no other part of the Bill was "any other person

whatsoever" referred to. He had intended to insert the words "or person" after "authority" in the 4th line of the clause, and at the suggestion of the Hon. Mr. Macdonald-Paterson he would propose the insertion of the words "corporate body or person." No doubt it would be advantageous to allow corporate bodies to be guarantors as well as other local authorities or individuals. There was no provision for taking security for the guarantee of "any other person whatsoever," and with such onerous provisions as the Bill contained it should be explicit on that point.

The POSTMASTER-GENERAL said the clause was simply an enabling clause to give local authorities a power they had not now under the law, and that was to enable them to enter into guarantees under certain conditions. Private individuals had that power, and companies also had it, and the amendment was not only unnecessary but out of place in the clause.

The HON. A. C. GREGORY said the amendment was not only unnecessary but objectionable, because if the clause was amended in the way proposed it would not only enable local authorities, with some other person or persons, to enter into a guarantee, but it would enable some person or persons to join with other persons not being local authorities, and it would lead to all sorts of confusion in dealing with subsequent portions of the Bill.

The HON. C. H. BUZACOTT would not press the amendment, and if the Postmaster-General had said a few words to him privately upon it he would not have occupied time in moving it. If a private person in the position of a guarantor failed, the liability would fall upon the ratepayers, and there should be explicit provision for the security to be given by a private person joined in a guarantee. The Postmaster-General would no doubt say that the local authority would take security from the person, but he knew a great deal more about local authorities than that, and had known them to do most foolish and unbusiness-like things.

The POSTMASTER-GENERAL said the hon. gentleman had not yet grasped the operations of the clause. The latter part of the 1st paragraph provided that, after it had been ascertained what was the deficiency in the earnings of a railway, the local authority should immediately pay to the Commissioners such sum or sums as were required to make good such deficiency "or any proportionate part thereof which may be guaranteed by such local authority." If the Commissioners considered the guarantee of a private individual with that of a local authority sufficient inducement to enter upon the construction of a railway, they might take the guarantee of that private individual for one-fourth or one-half the interest on the cost of construction and the guarantee of the local authority for the remainder.

The HON. C. H. BUZACOTT wished to know whether they were to understand that, if a local authority entered into a guarantee with a private individual, the local authority would be in no way responsible for the amount guaranteed by the individual, and that it would be the business of the Government, before they made a railway, to satisfy themselves that the guarantee of a private individual was sufficient.

The POSTMASTER-GENERAL replied that each case would be dealt with on its own merits. Where a local authority joined with "any other person" they would guarantee a proportion only, and naturally the Commissioners would, as business men, have to satisfy themselves whether the person proposing to give the guarantee was of sufficiently good standing to justify them in accepting the risk.

The HON. F. T. BRENTNALL could not see that the clause implied all that. The provision in the first part was that "any local authority may give or join with any other local authority or any other person whatsoever" in giving a guarantee, and where the term "local authority" came in subsequently it was always used in the singular number. He therefore took it that where two or more local authorities joined in a guarantee the Commissioners would conduct their negotiations and communications with one local authority, and that that local authority would enter into a private agreement with the other local authorities or private individuals interested. The first local authority would be solely responsible to the Commissioners, but would, if they had to pay any deficiency, have recourse against the other parties to the guarantee.

The HON. G. W. GRAY said the insertion of the words "corporate body or person" would remove a doubt which existed in the minds of some persons outside the House. He was informed by the representative of a company who might possibly build a small railway under the Bill that they were in doubt as to whether they would be allowed to join in a guarantee for the construction of that railway. He thought it would be well to accept the amendment.

The HON. F. CLEWETT agreed with the Hon. Mr. Brentnall that under that clause, where two or more local authorities joined in a guarantee, only one of those local authorities would be directly responsible to the Commissioners, the other guarantors being responsible to that authority for their proportion of the guarantee. The principle of guarantee involved in the clause was altogether too vague, and was dangerous and unworkable.

The HON. A. H. WILSON believed that the primary reason for the introduction of that measure was that the Maryborough and Burrum local authorities had for several months past been continually urging upon the Government the construction of a railway from Maryborough to Pialba. That line would not start from Maryborough, but from a point on the Maryborough-Bundaberg Railway outside the municipality. Would a poll of the whole municipality —all of which would be equally benefited by the line—be taken as well as a poll of the benefited area in the Burrum division?

The POSTMASTER-GENERAL replied that if the construction of the line would be a great benefit to the municipality as a whole, there was nothing to prevent the council joining with the Burrum local authority in guaranteeing the interest on the cost of construction, and the question of the guarantee would be submitted to the whole of the ratepayers of the municipality. If the Burrum local authority selected a portion of their division as a benefited area, a poll would also be taken in that area. Even though a line did not come up to the border of a municipality or a division, it would be competent for the local authority, with the sanction of the ratepayers concerned, to become responsible for a proportion of the guarantee. The whole object of the clause was to enable local authorities to become guarantors, a thing they could not do at the present time. Any private person or any company so authorised by its articles of association was at liberty to become guarantors without any special legislation on the subject.

The HON. C. H. BUZACOTT pointed out that the privilege of recording a vote involved the privilege of paying a special rate, and that if the Maryborough council joined in the guarantee for the Pialba railway their lands would be liable, as the Bill stood, to be rated up to the point of confiscation. He was delighted to see the Bill introduced, but confessed that when he came to read the 3rd clause he was disappointed.

He could not understand it, and was afraid that if it were passed in its present form the courts would be called upon to construe it. He liked to see Bills dealing with matters connected with local government so framed that laymen could understand them.

The HON. F. T. BRENTNALL did not see why in the 1st paragraph they should use the term "local authority," and in the 2nd invariably employ the term "guarantors." It would remove the difficulty he had previously referred to if the word "guarantors" were used in the 1st as well as in the 2nd paragraph, so that instead of saying "such local authority" it should read "such guarantors." With the phraseology as it stood they did not know which local authority was intended by the term "such local authority" in cases where more than one local authority was concerned in the guarantee.

The POSTMASTER-GENERAL said the hon. gentleman was assuming that in all cases there would be more than one guarantor. But in some instances there would be only one local authority concerned in the guarantee, and it was therefore necessary that the term should be in the singular number. Where necessary, to suit the circumstances, the singular would mean the plural. With reference to the question as to whether the Commissioners would deal with only one local authority where two or more joined in a guarantee, and place the whole responsibility on that one local authority, he did not think that was contemplated by the clause, as each authority joining in a guarantee would be a principal guarantor ; and the 2nd paragraph provided for a refund in cases where there was more than one guarantor, in proportion to the amount of their respective contributions.

The HON. C. H. BUZACOTT understood from the hon. gentleman that one local authority would not be liable for any deficiency of another local authority joining in the guarantee. Then what guarantee would a person, not being a local authority, give to the Commissioners? A local authority giving a guarantee would be compelled to tax the lands benefited by the construction of the line, possibly to the extent of confiscation, but the Commissioners would have a perfectly free hand as to what guarantee they would take from a private person. He had tried as hard as any man could to understand the clause, and had been unable to do so. He was enthusiastically in favour of the objects of the Bill, and would make any reasonable sacrifice to give effect to them, but he could not consent to the passing of a clause which he could not understand.

The POSTMASTER-GENERAL said the Commissioners had no such power under the Bill as the hon. gentleman attributed to them. When the guarantees were offered the whole thing had to be submitted to Parliament when the money was being voted for the construction of any of those lines. The whole of the procedure relating to the construction of Government railways would all have to be gone through in the case of the railways under the Bill.

The HON. F. CLEWETT said it was evident that members of the Committee did not understand the Bill. The Postmaster-General said the guarantees would only be enforced upon the guarantors in respect of the amounts they had respectively guaranteed. If, in the event of one or more of the guarantors failing to comply with the conditions of their undertaking, the cost had to be borne at the public expense, that was not the position they expected the country to be placed in under the Bill. Knowing what they did about the quality of guarantees, and with their experience of the last few years upon the value of land, they should be very careful about adopting the principle of the Bill and putting it into operation upon the ratepayers of any local authority whatever. He was prepared to oppose the guarantee principle from every point of view.

The HON. W. D. BOX said the clause was clearly and well drawn, and he had no difficulty in understanding it. It enabled a local authority to give a guarantee or to join with any other local authority or any other person in giving a guarantee, and whether it should be given solely or jointly, or jointly and severally, was dealt with in clause 7. The ordinary procedure in connection with Government railways would have to be followed, and the plans and sections of each railway would, under clause 5, be submitted to the guarantors before being submitted to Parliament.

The HON. T. MACDONALD-PATERSON said that some time ago an influential member of the Government had been approached to ascertain whether the Government would be disposed to guarantee 2 per cent. upon a railway about 200 miles long, which it was proposed to build ; and it was intimated verbally that the Government could not entertain such a proposal. Since then there appeared to have been a complete somersault turned, and the Government now brought forward a proposal by which they would accept guarantees upon very fishy security, surrounded by conditions as to the future value of land and as to whether any actual revenue could be obtained from the land. He objected to lending money from the general Treasury upon guarantees which would ultimately break down. He had constantly supported trunk lines, but he had been the first to use the expression "leech" lines as applied to branch lines, which sucked the financial results of the main lines. They should not give opportunities to local authorities to increase the blunders of the past in that direction, and except in one or two favoured spots in the colony there was no room for the class of railways likely to be constructed under the Bill.

The HON. G. W. GRAY thought the Bill a very useful measure for providing feeding lines for the trunk lines referred to by the hon. gentleman. The Government had surrounded themselves with safeguards in every way by the clauses of the Bill, which would prevent any lines being built that would not be likely to pay. If they were to be such lines as would pay 4 per cent. interest upon the cost of construction and maintenance, they would be valuable feeders to the main trunk lines. With the assurance of the Postmaster-General, he was prepared to accept the clause as it stood, though he would have preferred the insertion of the amendment.

The POSTMASTER-GENERAL drew attention to the question before the Committee, and hoped they would deal with it at once. Some members had expressed opposition to the principle of the Bill, and they should come to a decision upon the clause and deal with that, and if hon. members were prepared to throw the Bill out in committee rather than on the second reading, the sooner they decided whether they would do so or not the better.

The HON. C. H. BUZACOTT said it was not fair to attribute to members a desire to throw out the Bill. He hoped the Bill would not be thrown out unless the amendments to be proposed later would be treated in the same way as that one, because as the Bill stood it would be of no value whatever, except to keep off applications for local railways.

The POSTMASTER-GENERAL did not impute that any hon. member desired to throw the Bill out ; but the Hon. Mr. Macdonald-Paterson had spoken in opposition to the Bill

altogether, and he asked that a decision should be given upon the amendment and then upon the clause.

The HON. T. MACDONALD-PATERSON said the Postmaster-General was quite correct in the remarks he had made, and had taken a correct view of the observations he had himself made to the Committee.

Amendment put and negatived; and clause put and passed.

On clause 4—"Survey"—

The HON. C. H. BUZACOTT said the clause provided that before any survey could be made the total cost of the survey must be guaranteed. As the railways would be constructed for the benefit of the public, and would in many cases go through and improve Crown lands, he thought the Government might bear part of the cost of the survey. He moved the insertion of the words "at least one moiety of" after the word "payment" in the last line of the clause.

The POSTMASTER-GENERAL was sure the hon. gentleman would not have proposed the amendment if he had given it a little consideration, as it threw upon the consolidated revenue the expense of half the cost of the survey, whatever it might be. The hon. member could not propose an amendment of that kind upon a Bill sent up from the other House.

The HON. F. CLEWETT said that as Crown lands would be benefited by the construction of the lines, the Government should contribute to the survey as well as the owners of other lands.

The POSTMASTER-GENERAL: That is not the question I have raised.

The HON. W. D. BOX could not see why the country should be called upon to pay for the survey of such a line, and if a local authority desired to have a railway they should defray the cost of the survey.

Amendment put and negatived; and clause put and passed.

Clause 5—"Plan to be submitted to guarantors"—put and passed.

The HON. C. H. BUZACOTT said the construction of the lines would be taken entirely out of the hands of the local authorities, and it had been suggested to him by a member of the House of large experience to propose a new clause to give protection to local authorities in cases in which the cost of a line would exceed the estimate upon which the guarantee was given. He proposed the insertion of the following new clause to follow clause 5—

> Such plan shall be accompanied by an estimate adopted by the Commissioners of the total cost of the proposed railway; and the liability of the guarantors shall not, unless additional expense is incurred by the Commissioners at the suggestion of the guarantors, be for any amount in excess of such estimated total cost.

The POSTMASTER-GENERAL said the new clause would enable local authorities to impose upon the ratepayers greater burdens than they were authorised to incur, unless it was intended to proceed further and provide that the additional expense must be sanctioned by a vote of the ratepayers, because in its present form it would allow them to suggest to the Commissioners that they should construct a more expensive line than was provided for in the original guarantee. Naturally, an estimate of the cost of line would be submitted to the ratepayers before they were asked to vote on the question of the guarantee, otherwise they were not likely to accept the responsibility. No doubt in times past some railways had cost many thousands of pounds more than the estimate; but for some years past the average expenditure for railway construction in excess of the estimated cost had not averaged more than 1 per cent., and with their present system of railway construction he did not think any local authority was likely to be called upon to pay more than the estimated cost to any appreciable extent. Moreover, if the new clause were adopted it would necessitate a considerable number of consequential amendments in subsequent clauses, in the framing of which they would find considerable difficulty.

The HON. C. H. BUZACOTT said the objection of the hon. gentleman could be met by inserting a few words providing that the additional expense should be sanctioned by the ratepayers. The constructing authority would not be the authority that would have control of the railways; but those who had no voice in the construction would have to pay the cost.

The HON. W. D. BOX did not see any necessity for the amendment, as the matter to which it referred was dealt with in clause 3.

The HON. W. F. TAYLOR thought the amendment was necessary, as it was only reasonable that the guarantors should have a fairly accurate estimate of the cost of a line before giving a guarantee. It might be quite true that of late years the actual cost of railways had only exceeded the estimate by a small amount, but it was well known that in former years the cost of many lines had been largely in excess of the estimate. A notable instance was the Cairns Railway, which was estimated to cost £250,000, but actually cost about £1,000,000. As showing the necessity for some such safeguard as the amendment proposed, he might mention that some years ago the Warwick Municipal Council applied to the Government for a loan of £10,000 for the construction of waterworks. The Government granted the loan, but insisted that it should be expended under their supervision, and not under the supervision of the council. This was done, but the engineer employed by the Government proved incompetent, and the works when completed cost £17,000. The council very properly refused to take over the works with any greater liability than £10,000, the amount for which the Government undertook to construct the works, and it was not until two years later that the works were ultimately vested in the local authority.

The HON. J. COWLISHAW thought the better course would be to amend clause 7 by adding words to this effect: "Provided that before the local authority gives such guarantee they must have from the Commissioners the maximum amount proposed to be expended on such railway and for land resumption in connection with the same, and such guarantee when so given shall not apply to any sum expended in excess of such amount." He would also like to see it provided that "any guarantee given by a local authority under the provisions of the Act shall be for a period of ten years from the completion of the railway."

The HON. F. T. BRENTNALL said as the Bill stood there was no provision whatever made for any estimate to be supplied to the guarantors, and it was highly important that when a local authority representing the public interests, or even private individuals who might represent only their own private fortunes, were asked to give a guarantee for the expenditure of money, they should know the extent of the guarantee they were asked to give. He thought that the suggestion made by the Hon. Mr. Cowlishaw was preferable to the proposal before the Committee. There might not be a probability that the cost of railway construction in the future would largely exceed the estimate, but the fact that the expenditure during the past few years had been very near the estimates was possibly due as much to the comparative cheapness of labour and material as to engineering experience. Both labour and material might go up again and the estimates be exceeded, so that it was desirable

that some provision should be inserted under which the guarantors should be able to ascertain the limit of their guarantee.

The HON. A. H. WILSON approved of the object of the proposed new clause, but would rather have the amendment suggested by the Hon. Mr. Cowlishaw. He would not run the risk of being heavily taxed for the construction of a railway unless he knew exactly what it would cost, and he would not give the Commissioners the chance to increase the cost under the plea that an error had been made in the estimate.

The HON. A. C. GREGORY supported the clause. They had had instances where the cost of a railway had been very much beyond the original estimate, and there had also been railways which, from a desire to build them cheaply, had been so constructed that their maintenance had proved very expensive. Local authorities assuming the position of guarantors ought to be protected against any increase of the cost of the railways above the estimate, and a provision such as that which was under consideration would make the Commissioners more cautious and careful in the preparation of plans and specifications.

The POSTMASTER-GENERAL admitted that there was something to be said in favour of the clause, but thought that the proper place to deal with the matter was in clause 8, as it made provision for the publication of a proposal to give a guarantee and the information should be given to the ratepayers and not simply to the chairman of the local authority. When they came to clause 8 he would be prepared to postpone it with a view to give hon. members time to thoroughly consider the matter.

The HON. J. T. SMITH thought that the proper place to make the amendment was in clause 5, which provided that the plan of the proposed railway should be submitted to the guarantors for consideration before it was laid before Parliament. He did not know that the proposal of the Hon. Mr. Buzacott was as good as the suggestion of the Hon. Mr. Cowlishaw, but some estimate of the cost of a railway should be given to the local authority becoming a guarantor. As a matter of fact, during the past five years the cost of the construction had not amounted to more than 1 per cent. above the estimate on the average, though in one case it had amounted to something like 12 per cent. In the old days the expenditure was often very much in excess of the estimate, and the reason for that was that, in order to satisfy people who clamoured for political railways, surveys were rushed, and estimates were made on trial surveys. Those estimates were submitted to Parliament, though the department protested that they were not reliable. If that Bill was to be a success it was essential that the plans of the railways should be prepared, a proper estimate of the cost made, and reliable information obtained as to the probable success of the lines before the guarantors were placed in a position of responsibility.

The HON. J. COWLISHAW said the Hon. Mr. Gregory had raised a serious question in the suggestion that, if the line was not properly constructed in the first instance, the cost of maintenance would be very serious; and it was a question whether they should not recommit the Bill to limit the cost of maintenance to be provided for under clause 3.

The POSTMASTER-GENERAL said the Committee should consider that the Bill was intended to operate for the construction of small lines such as those from Hendon to Allora, and from Maryborough to Pialba. There was no reason to suppose that any railways constructed under the Bill would lead to the exaggerated ideas of possible enormous cost which had been referred to. Upon every railway proposed the Commissioners, as a matter of business, must submit an estimate of cost, and that would come before the local authority and the ratepayers interested.

The HON. F. T. BRENTNALL said that view was scarcely in accord with the provisions of the Bill. He did not believe in trusting too much to the discretion of local authorities, some of whom, even in these hard times, were levying higher rates than they did five years ago in the boom times, on the plea that certain expenditure was necessary in order to keep people employed.

The HON. C. H. BUZACOTT proposed to embody the suggestion of the Hon. Mr. Cowlishaw in his amendment by inserting after the word "railway" the words "with the cost of all lands resumed in connection therewith"; and he proposed to amend the new clause further by inserting the words "and with the sanction of the ratepayers, obtained in the manner hereinafter provided." That would meet the objection raised by the Postmaster-General, and would at the same time be a check upon suggestions that would increase the cost, because such a suggestion could not be adopted without another poll of the ratepayers.

The POSTMASTER-GENERAL said the hon. member's new suggestion only showed the difficulty of making alterations in a Bill of the kind, even by an expert draftsman. If upon an estimate being submitted the local authority pointed out some defect that would require an alteration involving an additional expense of £50 or £100, two polls would require to be taken, and the proposal would reduce the procedure to an absurdity. There was no doubt a good deal in the suggestion that an estimate of the cost should be supplied, and that could easily be provided for in clause 8.

The HON. C. H. BUZACOTT said that what the hon. gentleman complained of could easily be cured by the insertion of the word "material" before "additional expense."

The POSTMASTER-GENERAL: What is "material additional expense"?

The HON. C. H. BUZACOTT said that what it was was patent to common sense, and it would meet the hair-splitting the hon. gentleman referred to. The hon. gentleman had an objection to offer to every suggestion made, and was trifling with the Committee.

The HON. A. H. WILSON said the new clause would make the local authorities very careful to see that no alteration would be necessary. It was a splendid clause, and he hoped it would be allowed to pass.

The HON. G. W. GRAY suggested that it was necessary to put some limit upon the term of a guarantee. It could hardly be expected that ratepayers would be content to meet indefinitely a guarantee for the cost of the working expenses and maintenance of a railway.

The POSTMASTER-GENERAL said he was prepared to postpone clause 8 to give time for considering the desirability of introducing in that clause the amendment providing for an estimate of the cost of a line if it was thought necessary to make that a part of the statute, and the hon. member who moved the new clause would be consulting his own object by accepting the suggestion to make the amendment on the 8th clause.

The HON. C. H. BUZACOTT said the new clause should follow clause 5, and he proposed now to meet the objection to the expression "material additional expense" by adding to the clause the words "within the meaning of this section the term 'additional expense' shall be construed as not exceeding 10 per cent. over the amount of the estimate."

The HON. J. T. SMITH pointed out that under the clause, if the line cost more than the

estimate, it would be so much the better for the local authority. They could dispose of the matter in clause 8, and so long as a reasonable maximum amount was approached that would be all that was required.

The HON. C. H. BUZACOTT said the Committee was under an obligation to the Hon. Mr. Smith for pointing that out. He proposed now to submit the new clause in its original form.

The HON. F. CLEWETT said there was a good deal in the suggestion with regard to the estimate of traffic, as the traffic would be a most important consideration in a matter of this sort for those who would be called upon to deal with the guarantee. He considered that the amendments proposed would improve the Bill.

The HON. C. H. BUZACOTT said the clause provided that the liability of the ratepayers could only be increased at the suggestion of the guarantors, and with provision for the amendment suggested by the Hon. Mr. Cowlishaw it would meet the case exactly.

The HON. W. F. TAYLOR said the ratepayers would have to meet the cost of the working expenses and interest, and no additional expense should be incurred at the suggestion of the guarantors without the consent of the ratepayers.

The HON. C. H. BUZACOTT said that the clause as proposed before would meet the hon. gentleman's objection, as it provided that the sanction of the ratepayers should be obtained for any suggestion by the guarantors involving additional expense. He asked permission to withdraw the new clause he had proposed.

Clause, by leave, withdrawn.

The HON. C. H. BUZACOTT proposed the same clause in an amended form as follows:—

Such plan shall be accompanied by an estimate adopted by the Commissioners of the total cost of the proposed railway, together with the cost of land to be resumed in connection therewith; and the liability of the guarantors shall not, unless additional expense is incurred by the Commissioners at the suggestion of the guarantors and is sanctioned by a poll of the ratepayers in the manner hereinafter described, be for any amount in excess of such estimated total cost. The term "additional liability" in this section shall mean a sum not exceeding £10 per centum above the estimate so adopted by the Commissioners.

The POSTMASTER-GENERAL said the whole policy of the Bill was to relieve the general revenue of the colony from all expense in connection with the construction of those local lines of railway and of their maintenance, and to give local authorities power to enter into guarantees. The amendment meant that in certain cases the interest of the cost of construction or the expenses of working should fall to some extent on the consolidated revenue. By the Constitution Act they were prohibited from initiating any measure which would impose a charge on the revenue of the colony, and that implied that they had no power to impress an amendment upon any Bill which would have that effect. On that ground, and also on the ground that the amendment was diametrically opposed to the whole principle of the Bill, he could not accept it.

The HON. A. H. WILSON said that no cost would fall on the consolidated revenue if the Commissioners gave a proper estimate of the cost of the railway.

The HON. C. H. BUZACOTT was surprised that the Postmaster-General had not raised that objection before, but did not think the amendment was any infringement of the privileges of the other Chamber. On that point he had the authority of Sir Erskine May, who said—

"Even when amendments by the Lords are an infringement of privilege, it is not the invariable practice of the Commons to assert their claim regarding amendments made to Bills that they have sent to the Lords, which dealt with the relief of the poor, or with municipal, county, and local rates and assessments; more especially when those amendments affected charges upon the people incidentally only, and were made for the purpose of giving effect to the legislative intentions of the Commons."

The amendment he proposed did not affect charges upon the people incidentally, but only remotely. Further on he said—

"Influenced by these considerations, as appears by the debates which took place on three occasions, in the years 1838, 1847, and 1849 with the expressed sanction, not only of Mr. Abercromby, but of Mr. Shaw Lefevre, the Commons waived the exercise of their privilege, and considered amendments made by the Lords, which, not only by the omission of provisions, but by direct enactment, changed the area, and therefore the burthen of local taxation, and imposed higher rates than the rates fixed by the House of Commons."

That was his answer to the objection raised to the amendment by the hon. gentleman on constitutional grounds. The hon. gentleman seemed to be under the impression that any amendment proposed by him would be disastrous to the Government. He had been one of the staunchest friends of the Government, and was anxious to promote their welfare in every possible way; but when he saw a Bill which would bring discredit upon them, and cause confusion and annoyance to the community, he endeavoured to make it a workable measure, and one that would be advantageous to his fellow-countrymen. The hon. gentleman had shown that he would accept an amendment from any member in the House but himself; but when he proposed an amendment, no matter how good it was, it was said to be an infringement of the privileges of the other Chamber.

The POSTMASTER-GENERAL said the hon. gentleman must be labouring under some extraordinary hallucination when he made the statement that an amendment would be accepted from any member in the House but himself, for it was entirely without foundation. No other member had proposed any amendment to the Bill. He was quite prepared to treat the hon. gentleman in exactly the same kindly, courteous way that he treated other members, but declined to accord him the exceptional treatment to which he seemed to think he was entitled. With regard to the quotations the hon. gentleman had made from "May," they only referred to measures dealing with the relief of the poor, or municipal, county, and local rates and assessments, and therefore did not apply to the proposed amendment, which in certain cases imposed a direct charge upon the general taxpayers of the country. It was not the function of the Council to initiate, either by a Bill or an amendment, a charge upon the revenue of the colony, and he would be very sorry if they should adopt a course which was contrary to the Constitution Act.

The HON. A. C. GREGORY thought the discussion was entirely away from the real question before the Committee. The amendment simply required that the Commissioners should tell the truth. If they did not tell the truth in regard to the probable cost of those railways then their employers would suffer, and if they purposely hid the facts that would be something more than a dereliction of duty. It was said that the Bill was introduced for the purpose of enabling three particular lines to be constructed, and those three lines were of such a character that the Commissioners could with reasonable diligence frame an estimate which would not be exceeded. Not one of them was of such a character that it was likely to involve any unforeseen expenditure, and, even if it were, the Commissioners could always be on the right side by adding 10 or even 15 per cent. to their estimate, so that the guarantors should not be committed to a greater outlay than they

originally contemplated. If the Commissioners failed in their duty, and the estimate was not reasonably accurate, then the burden, as far as the additional outlay was concerned, would certainly fall upon the unfortunate taxpayers. The amendment was not in any way an infringment of the privileges of the Assembly. If they were passing a Bill to enable persons to bring an action against the Railway Commissioners for injuries sustained in a railway accident, they would not be prevented from passing it because it involved an appropriation from the public revenue, yet it was just on a parallel with the case under consideration. He did not see how any reasonable person could object to an estimate of the probable cost being placed before people before they were asked to give a guarantee. The only part of the amendment he did not like was that which stated that 10 per cent. over the estimate was not to be considered an excess. It would be far better for the Commissioners to add that percentage to their estimate, and then, if the railway cost less than the estimate, it would be a very good job for all concerned. He suggested that the Hon. Mr. Buzacott should modify the amendment by omitting the last paragraph with reference to the excess of 10 per cent., because that was scarcely a business-like form of expression for an Act of Parliament.

The POSTMASTER-GENERAL said the question of requiring an estimate of the cost to be supplied to the local authorities was one affecting the mere routine of business, but if the Committee thought it desirable to have it inserted in the Bill he had no objection. Hon. members should not allow that question to blind them in the consideration of the other and more important questions to which he had referred. The Hon. Mr. Gregory had himself admitted that, in the event of the actual cost of the line exceeding the estimate, the consequent loss would fall upon the general revenue. That House in passing such an amendment would be going beyond its functions. The point was not a popular one to raise, but it was his duty to raise it, and, having clearly placed the matter before hon. members, he was absolved from further responsibility.

The HON. A. C. GREGORY said the whole question was as to whether the local authority and the ratepayers should become liable and give a guarantee for an unknown quantity. In all cases of contracts, unless there was something specific, there was no contract. Something had been said about the trouble and expense of taking a second poll. But a poll could be taken in a large municipality for a sum under £50, and that was not to be compared with the question at issue. If they did not introduce something of the kind it would be better that they should not have the Bill at all.

The HON. C. H. BUZACOTT said the constitutional question might be put in a very small nutshell. No expense could fall upon the general revenue unless the servants of the Government were incapable or unfaithful; and the Government were liable for any loss sustained by the incompetence of its servants. As the Government servants were all competent and all honest, no possible charge could fall upon the general revenue. That was a *reductio ad absurdum*, and the hon. member could make what use of it he liked. With the permission of the Committee he would withdraw the proviso to the new clause.

Proviso, by leave, withdrawn.

The HON. R. BULCOCK had been struck forcibly with the idea that it did not appear to matter to the Postmaster-General how much the ratepayers were deceived, so long as no claim was made upon the general revenue. If the servants of the Government were at fault, the Government was at fault, and should repair the damage caused by the fault of its servants. The Committee was not going beyond its province in trying to prevent those who would construct the railways under the Bill being deceived and let in for untold costs.

The HON. A. H. WILSON said no local authority would ever give a guarantee for an unknown quantity, and unless the clause were inserted the Bill might as well be put in the waste-paper basket.

The HON. J. T. SMITH said hon. gentlemen were fighting the air, because the Postmaster-General had several times said he was prepared to admit that an estimate of cost should be given. It would be wise for the Commissioners to make ample charges in giving an estimate, and very frequently that was done, and as much as 15 per cent. allowed for contingencies. They could give a better estimate of the cost now than could have been given in years past, because they knew better than they did before the cost of labour and material. All lines could now be built very much cheaper than they used to be.

The POSTMASTER-GENERAL said he had before stated that if he thought it at all necessary to put into the statute that the Commissioners should give an estimate of the cost of a line, he would not have the slightest objection to that being done. What he objected to was that the Committee should go beyond its functions and propose that if through any error in the estimate extra expense was required to be incurred it should be paid out of the general revenue of the colony.

The HON. W. D. BOX still believed that the Bill was all right as it stood. The local authority and the guarantors could surely trust the men the Government trusted. If the railway were constructed under the provisions of clause 3 they should not attempt to saddle upon the consolidated revenue any error made by the Commissioners in their estimate of the cost of the line.

The HON. W. F. TAYLOR said it appeared to him to be a purely business transaction between the Commissioners on the part of the Government and the local authority on the part of the ratepayers, and the ratepayers had a right to know what liability they would be incurring in the construction of a line. If through maladministration or want of foresight, the cost exceeded the estimate of the Commissioners, the Commissioners or the Government should pay for it.

The HON. F. CLEWETT said the constitutional question was a herring drawn across the trail. Without the safeguards now proposed the Bill would be a dangerous one. Many railways had been constructed upon insufficient estimates, which, if sufficient estimates had been given in the first instance, would never have been built at all. If the estimate was submitted in such a manner as to protect the ratepayers from any additional expense, the local authority might consider the amount of the guarantee greater than they would be justified in accepting. The railway would not be undertaken at all, and certain persons, perhaps more than less interested, would not have the benefit of its construction. Under the clause the Commissioners would take care to submit an estimate which would not be likely to be exceeded, and the ratepayers would have an opportunity of understanding the position they would be likely to occupy.

The POSTMASTER-GENERAL said they had discussed the matter very fully, and he now proposed an amendment which would definitely raise the question, and discover whether the Committee were prepared to adopt an amendment which went beyond the functions of that House. He moved the omission of all the words proposed in the clause after the word "therewith."

The HON. J. COWLISHAW said, if the Committee agreed to that, all their discussion would have been thrown away. They should insist that, before the guarantee was given, those who had to give it should know what it was to be for.

The HON. G. W. GRAY repeated that, before the Government should be asked for the railway at all, those interested in its construction would have a good idea of what it was going to cost and what the amount of the guarantee they would have to give would be.

The HON. C. H. BUZACOTT said that, if the clause as he moved it were adopted, it would mean that Parliament would hold the Government responsible for the competency and fidelity of their officers; but, if it were amended as proposed by the Postmaster-General, it would mean that they were going to allow Government officers to spend the ratepayers' money without any check.

The POSTMASTER-GENERAL said his amendment did not mean that. What it really meant was that the Government would supply the people who wanted a railway with all the information in their power, but that they would not allow the general taxpayers to be called upon to construct a railway for the benefit of the residents of the district. It also raised the question as to whether the Council should take upon itself to amend the Bill in such a way as might lead to the imposition of a charge upon the consolidated revenue.

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

CONTENTS, 9.

The Hons. C. H. Buzacott, R. Bulcock, J. Cowlishaw, J. D. Macansh, A. C. Gregory, W. F. Taylor, F. Clewett, A. H. Wilson, and A. Raff.

NOT-CONTENTS, 6.

The Hons. A. J. Thynne, E. B. Forrest, J. T. Smith, J. Ferguson, J. C. Smyth, and G. W. Gray.

Resolved in the affirmative; and new clause put and passed.

The POSTMASTER-GENERAL moved that the Chairman leave the chair, report progress, and ask leave to sit again. He was not sure that there would be any further trouble with that Bill during the remainder of the session.

Question put and passed.

The House resumed; and the Committee obtained leave to sit again to-morrow.

CROWN LANDS BILL.

COMMITTEE.

On clause 14—"Amendment of section 92 of 48 Vic. No. 28"—which it was proposed to amend by the omission of the words "half an acre," with the view of inserting the words "ten acres,"

The POSTMASTER-GENERAL said there had been a good deal of discussion on the clause when it was under consideration on a previous occasion, and he thought they might come to a conclusion without much further debate. The object of the clause was to allow selectors of land which was liable to inundation by flood to secure a small area of higher land on which they might erect their dwellings and outbuildings. The clause fixed the maximum area at half an acre, and he thought that was sufficient for the purpose. He would not object to an increase in the area, but he was afraid that ten acres was too large a maximum.

The HON. A. C. GREGORY believed that the Bill was intended for outside districts where selections would be taken up by carriers and others; and he thought that half an acre would be quite inadequate for a house and a stockyard. He would not like to say that ten acres should be granted in every case, but he believed they were acting wisely in limiting the maximum to ten acres, and leaving it to the discretion of the Lands Department to say what area should be allowed in any particular case.

The HON. F. CLEWETT considered that the clause was intended to apply to small holdings where farmers had a certain amount of stock, and not to town allotments, the object being to enable the holders of selections to remove their stock to a place of safety in times of inundation. Possibly ten acres might not be required in every case, but the area to be granted would be left to the discretion of the authorities, so that ten acres would not be too high a maximum.

The HON. J. T. SMITH was glad the Postmaster-General had consented to some modification of the clause, as half an acre under certain circumstances would be altogether insufficient; and even if the maximum was raised to ten acres, the value of the land in many places in the interior would not be worth more than £3 or £4 an acre.

The HON. J. D. MACANSH thought that in many cases half an acre, or even less, would be sufficient; but in those cases where a selector had taken up a large area of land which was subject to inundation it would be entirely inadequate. If a man held 2,000 acres, then even ten acres would be a very small area on which to depasture his stock until the water had subsided. He would be glad to see the clause applied to towns, so that in cases where towns were liable to inundation by flood the holders of allotments could exchange them for land in higher positions. As showing the desirableness of such a provision, he might mention that the town of Gundegai, on the Murrumbidgee, which was swept away by an unprecedented flood in 1852, would have been rebuilt on higher land in the neighbourhood had the inhabitants had the opportunity, as they wished, of exchanging their land for such lands.

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

Clauses 15 to 20, inclusive, put and passed.

Clause 21 passed with a verbal amendment.

Clauses 22 and 23 put and passed.

On clause 24—"Right to acquire fee-simple in certain cases, although fee-simple of other land previously acquired"—

The POSTMASTER-GENERAL moved the addition to the clause of the words "under the provisions of the 74th section of the principal Act." The clause provided that a person losing his selection through circumstances of disaster or misfortune should have the privilege of taking up an additional selection.

The HON. F. CLEWETT said that one provision in the clause seemed unnecessary. If a person had obtained a deed of grant for a homestead selection he must have fulfilled the conditions, and would be virtually holder of a freehold. It appeared unnecessary that he should have to ask permission to take up a second holding.

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

Clauses 25 to 27, inclusive, put and passed.

Clause 28 passed with a verbal amendment.

Clause 29 put and passed.

On postponed clause 7—"Pasturage of travelling stock"—

The POSTMASTER-GENERAL said he was glad that particular attention had been called to that clause, and he intended to propose amendments which would have the effect not only of repealing the 36th section of the principal Act but the 37th section also. The construction of the clause involved a confusion of terms, and the alterations to be proposed would draw a distinction between people who would come under the class of drovers and those who would come under the class of travellers, including carriers and hawkers. He was satisfied that the amendments

to be proposed would express the intention of the Assembly in passing clause 7. In dealing with the 37th section of the principal Act, the clause really dealt with two different offences—the offence of depasturing stock outside the limit of the road, and the offence of neglecting to travel them the necessary distance; and he proposed to deal with the clause by a new clause to follow clause 7.

On the motion of the POSTMASTER-GENERAL, the clause was amended by the substitution of the word "sections" for the word "section," in line 10; by the insertion of the words "and thirty-seven," after the word "thirty-six," in the same line; by the substitution of the words, "any drover driving stock, or any traveller riding or driving stock other than sheep," for the words, "Any person driving horses, cattle, or sheep, or any carrier, hawker, or other person riding or driving any horses, cattle, or other live stock," in lines 13 to 15, and by the omission of the words, "horses, cattle, or other live," in line 18.

The POSTMASTER-GENERAL moved the omission of the words, "horses, cattle, sheep, or other live," in lines 27 and 28.

The HON. J. D. MACANSH said that there was one paragraph which required explanation. It provided that stock might be depastured "on any part of such land which is within a distance of half a mile from such road and which is not part of an enclosed garden or paddock under cultivation." The area to be allowed under the Bill was 2,560 acres. Some of the selections might be rectangular in shape, with a road running through them, and if half a mile was allowed on each side of the road the selector would lose the grass upon a large part of his holding.

The POSTMASTER-GENERAL said that the clause referred to pastoral leases under Part III. of the Act of 1884, and to occupation licenses under Part V. of the principal Act, and did not apply to small holdings or grazing farms.

The HON. A. C. GREGORY said that the question had been debated very earnestly in connection with pastoral leases, and the clause in the Bill afforded a certain amount of relief. Under the present law, if a road a mile wide was bounded on one side by a boundary fence of a holding, stock could be taken through the fence for half a mile. The clause would prevent that, and gave relief to that extent.

Amendment agreed to.

The POSTMASTER-GENERAL moved the omission of the last paragraph of the clause with the view of inserting the following:—

> Provided further that it shall be the duty of every drover, unless prevented by rain or flood, and of every traveller, unless prevented by rain, flood, or other unavoidable cause, to cause all stock in his possession, custody, or control to proceed at least six miles towards their destination within every successive period of twenty-four hours.
>
> In this and the next succeeding section the term "drover" shall mean and include every person engaged in or employed for the purpose of driving stock;
>
> The term "traveller" shall mean and include carriers, hawkers, and persons riding or driving stock other than sheep, but shall not include drovers; and
>
> The term "stock" shall mean and include horses, cattle, sheep, and other live stock.

The HON. F. CLEWETT said a good deal had been said in another place about the relations existing between pastoralists and travellers, carriers, and others; but he objected to ordinary travellers being included in the same category as drovers, as they practically were under the clause. He did not suppose the clause would be administered in such a way as to cause inconvenience to travellers; but he deprecated the placing of travellers in such a position that inconvenience might be inflicted upon them when travelling under ordinary conditions. Of course, if a traveller trespassed on the property of the pastoralist, or did anything that would interfere with his rights and privileges, he should be brought within reach of the clause, but there was no justification for interfering with travellers under ordinary circumstances.

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

On the motion of the POSTMASTER-GENERAL, a new clause to follow clause 7 was agreed to, providing a penalty not exceeding £20 for any drover or traveller driving stock who depastures stock beyond the limits defined in the last preceding clause, or failing to travel his stock six miles within every twenty-four hours.

The House resumed; the ACTING CHAIRMAN reported the Bill with amendments, and the third reading of the Bill was made an Order of the Day for to-morrow.

PASTORAL LEASES ACT EXTENSION BILL.

COMMITTEE.

Clauses 1, 2, and 3 passed as printed.

On clause 4—"Section 7 of principal Act repealed and other provisions substituted"—

The HON. F. CLEWETT asked whether there was any reason why the provisions of the clause should be applied to grazing farms in parts of the colony where rabbit-proof fencing was not considered necessary at present?

The POSTMASTER-GENERAL replied that clause 7 of the Act of 1892 provided that it should be a condition of the lease of every grazing farm selected after the 1st November of that year that it should be fenced in such a way as to prevent the entrance of rabbits. They were simply re-enacting that clause. From information he had, he did not think there was any part of the colony which they could safely say for one year was free from the danger of rabbits.

Clause put and passed.

The POSTMASTER-GENERAL proposed a new clause to follow clause 5 to the effect that it should not be lawful for the board to issue a certificate entitling a lessee to the prescribed extension of lease until the lessee had proved to the satisfaction of the board that he had actually, either defrayed the whole cost of the prescribed fence or his legal share thereof, as the case might be. The reason he proposed that was that it appeared that in some cases the holders of runs in rabbit districts had sold wire netting to the rabbit board, and when a fence was afterwards put up on their boundary by the board the lessees claimed an extension of their leases, though they had paid nothing for the erection of the fence.

The HON. A. C. GREGORY said he presumed the case the hon. gentleman mentioned was a different one from one which had come under his notice. A certain holder of a run fenced one side of three blocks of land with a rabbit-proof fence, and the rabbit board afterwards purchased the fence from him, and the lessee then claimed that that side of his property was fenced. The board contested that, and said that it was not fenced. It did not seem quite clear that a man should not be allowed to claim that his property was fenced because the fence had been purchased by the rabbit board, but by that new clause he would have to pay again for the fence which he had sold to the rabbit board.

The POSTMASTER-GENERAL replied that if a lessee erected a fence and afterwards sold it to the rabbit board he had no longer any claim for consideration so far as that fence was concerned. He did not see how the lessee could honestly claim from the Government an extension of his lease because a fence had been erected which had cost him nothing. The case brought under his notice was one which occurred in the

Maranoa district. The rabbit board purchased large quantities of wire netting from the lessees and paid the cost of erecting the fence, and he did not see how the Government could conscientiously be asked to grant the lessee an extension of his lease under those circumstances.

New clause put and passed.

The House resumed; the ACTING CHAIRMAN reported the Bill with an amendment, and the third reading of the Bill was made an Order of the Day for to-morrow.

CIVIL SERVICE ACTS AMENDMENT BILL.

COMMITTEE.

On clause 2—"Repeal"—

The HON. A. C. GREGORY moved that the following words be added at the end of the clause—namely, "save as hereinafter enacted." The object of the amendment was to provide for further amendments which would make similar provision to that which was made in the Act repealing the Civil Service Act of 1863.

The POSTMASTER-GENERAL said the proposals the hon. gentleman intended to make would alter the scheme of the Bill completely, and place the older Civil servants in a very unsatisfactory position. When the Act of 1863 was repealed the majority of the Civil servants took advantage of the opportunity to withdraw from its provisions, though they had only to pay 2 per cent. and the consolidated revenue was responsible for their pensions, and they might expect that the same thing would occur now when the fund was not guaranteed by the State and the contributions of officers was 4 per cent. If that were so, the older Civil servants would not be eager to continue their contributions to the fund. He could not accept the proposition, and he did not think many hon. members would agree to take the course the hon. member proposed. The proposal would require to be submitted to the service and to the Assembly; and at the present stage of the session it could not receive the consideration which a new scheme for the administration of the service ought to receive. The Bill as it stood would clear away the present difficulties better than the proposal the hon. gentleman had submitted.

The HON. A. C. GREGORY said it was evident that what he had proposed had been thoroughly misunderstood. Under the amendments he proposed, all who wished to retire from the fund could do so on the terms of the Bill, and the only difference between the Bill and his proposal was that his proposal would allow those who did not wish to be forced to retire from the fund to remain in it.

The POSTMASTER-GENERAL: To remain pensioners upon the Government.

The HON. A. C. GREGORY said they would remain in on the balance of the fund, after those who wished to retire had been paid in full. The balance of the fund would be exactly the amount which those who elected to remain in would have received under the Bill if they had decided to retire from the fund. It would make no difference to the Government, and no difference to those who desired to retire. There was provision under the principal Act to increase the contributions if that was necessary to ensure the solvency of the fund, and those provisions could be used to ensure the solvency of the new fund created by the balance of the present fund due to those who remained in. There was a great difference between forcing men to do a thing and leaving it optional as he proposed, and to pass his amendment would, at all events, relieve them from a distinct breach of faith.

The HON. C. F. MARKS said that the moneys would have to be paid out of the consolidated revenue under the Bill, and for that reason it appeared to be a money Bill, and they could not deal with it as the hon. gentleman proposed. In any case the minority should give way to the majority, and in that case they had the promise of the Government, through the Postmaster-General, that no more injustice would be done the older members of the service than could possibly be helped, and they were not, therefore, likely to suffer in the grievous way suggested. The amendments give notice of by the Hon. Mr. Buzacott, though good in their way, amounted really to a new Bill, and involved what could be given effect to as a departmental arrangement, as was done in the case of the Railway Department.

The HON. C. H. BUZACOTT asked if the hon. gentleman's amendments would involve a charge upon the revenue in the event of the fund failing to provide for those who desired to remain in.

The HON. A. C. GREGORY explained that the principal Act provided for a quinquennial examination into the solvency of the fund, and if the contributions were found to be too great or too small there was provision to regulate them so as to maintain the fund in a solvent state. There would be no charge upon the revenue, as he simply proposed that those who remained in should have as a fund just what they would be entitled to if they decided to go out with the rest. They would, however, have this advantage that they could invest their fund in savings bank stock, and so avoid an expense of £200 a year for management.

The HON. T. MACDONALD-PATERSON had no trouble in stating his views on the question, as he had always been averse to any special provision being made for Civil servants other than they could make for themselves. He wanted no compromise and no half measures on the subject, but he wanted the superannuation clauses wiped out and effaced from the statute-book altogether, and for reasons which he could occupy hours in giving. He would have the greatest pleasure in assisting to pass the Bill as it stood, and without the alteration of a word. He hoped the Hon. Mr. Gregory and the Hon. Mr. Buzacott would withdraw their amendments, and allow them to pass the Bill instanter.

The HON. G. W. GRAY had taken some trouble to look into the Civil Service Fund, and he found that the benefits supposed to arise under it did not exist. An actuary had been employed to look into the fund with that result, and nine-tenths of the members of the service were in favour of the repeal of the clauses. Pensions under the fund would come into operation on the 1st of next month if it was continued, and if those entitled to pensions withdrew them it would be a poor lookout for nine-tenths of the members of the service. He was opposed to the amendments, and if they were introduced he felt that the Bill would be shelved.

The POSTMASTER-GENERAL asked how the amendment would work with clause 5 of the Bill, which proposed that the moneys of the fund should become part of the consolidated revenue?

The HON. A. C. GREGORY said that clause 4 said that the moneys payable under the Bill should be payable out of the consolidated revenue, and each officer would get what the Bill proposed to give him with 4 per cent., and the amounts payable to those who wished to remain in the fund could be placed to the credit of a fund for them, or they might do it individually.

The POSTMASTER-GENERAL: Then why compel them?

The HON. A. C. GREGORY said the 1,400 were without tails, and they did not like the 160 or 170 to have them. That was the position, and those who wanted to retire were young men who

wanted to have a scramble. He was proposing that they should get what they asked for under the Bill, but that they should not break the contract made with those who might desire to remain in the fund, many of whom had at great inconvenience paid up back contributions to entitle them to the benefits of the fund. They had qualified themselves for certain privileges which were now to be swept away.

The HON. T. MACDONALD-PATERSON asked where the distinct breach of faith they had heard so much about came in. Was there any Act of Parliament that could not be repealed? And was the repeal of an Act of Parliament to be held a breach of contract? What lucky fellows the members of the service were to get their money back with 4 per cent. interest. He would like to know who else in Australia in these times got his money back with 4 per cent. interest? He only wished the Government of Victoria could pay everybody to whom they were indebted what they owed, with 4 per cent. interest. The superannuation clauses had never been popular with the Civil servants; and what was wanted was a sponge that would clean the slate right off. Those for whom the Hon. Mr. Gregory was concerned could invest the money coming to them in any way they liked if they did not want it at the present time, and the hon. gentleman was himself well qualified to advise them how to invest it.

The HON. C. H. BUZACOTT did not believe that the men on whose behalf the Hon. Mr. Gregory proposed his amendment would be satisfied with it. From what he could learn, they only desired to remain in the fund if the entire contributions from the service were to be continued. The Hon. Mr. Macdonald-Paterson had been very off-hand in the matter, but it should be remembered that the Civil servants had been forced into the superannuation arrangement by an Act of Parliament, and certain vested rights and interests had since been created. He believed the statements made as to the insolvency of the fund were to a great extent untrue. He could not support the amendment, because he did not believe it would be acceptable to those whom it was intended to benefit; and under the circumstances, he thought that as the Government had taken the responsibily of passing the Bill, and it had been supported by the other House, they should let them have their own way.

Amendment put and negatived; and clause put and passed.

Clauses 3 to 5, inclusive, put and passed.

The HON. C. H. BUZACOTT said he was not going to fight the Government on the amendments which he had drafted, though they would not subvert the object of the Bill. The amendments would not affect any Civil servant at present in the employ of the Government. He questioned the moral right of Parliament to compel the existing officers to insure, unless similar compulsion was applied to every person in the community. The Hon. Mr. Brentnall, in a speech which he had delivered the previous evening, had expressed himself in favour of compelling persons in the plenitude of their health and vigour and in the receipt of good incomes to make some provident arrangement for old age and sickness, and he was thoroughly in accord with the hon. gentleman on that point; but he was afraid they were in advance of the political age. He believed, however, that once a scheme of that sort was established in connection with the Civil Service, and its sanitary influence was clearly proved, it would be a very strong argument for applying the same principle to everybody in the community. The State under his amendments would incur no liability whatever. It would simply accept the insurance policies of men entering the service, and that would be a guarantee that all future officers would be men of provident habits, or at any rate that they would put by a certain proportion of their salaries for the future. He admitted that a life assurance policy payable at death did not altogether meet the case, but it went a long way in that direction. If a man at the age of forty-five or fifty was in ill health or unable to discharge his duty, the surrender value of his policy would be of some benefit to him on his retirement. It would therefore be a very fair investment for him, even from that point of view. He did not wish to trespass upon the time of the Committee, or to ask hon. members to discuss his amendments at length. He had prepared them because he felt that they had no moral right to sweep away the existing superannuation fund without putting something in its place, and he intended them as a protest against the abolition of the fund now proposed by the Government. To put himself in order, he would move the 1st clause of his amendments, which provided that the insurance of present officers should be optional, and that when officers insured they should not be permitted to surrender their policies.

The POSTMASTER-GENERAL said that the Government were certainly unable to accept the long series of amendments which the hon. gentleman had drafted, and for two reasons. The first was that it was the function of the Government, and not of a private member, to regulate the conditions of the Civil Service; and the second was that a scheme of insurance would require much longer consideration by both Houses than could be given at the present time.

The HON. C. H. BUZACOTT said that the Colonial Secretary had stated in the other Chamber that something would have to be substituted for the present scheme, and he thought that next year Parliament would have to be asked to adopt some system to make the Civil servants provide for themselves. He would ask the Postmaster-General to kindly refer his amendments to the Government for consideration.

New clause put and negatived.

Preamble put and passed.

The House resumed; the ACTING CHAIRMAN reported the Bill with an amendment, and the third reading was made an Order of the Day for to-morrow.

The House adjourned at seventeen minutes past 10 o'clock.