**CROWN LANDS ACT (1915) FURTHER AMENDMENT BILL 1919**

**Legislative Council, 29 October 1919, pages 1471-3**

Second reading

**The MINISTER of EDUCATION (Hon. W. H. Harvey)—**This Bill is

introduced with the object of continuing operations in the 1915 Act which owing to the war, have been somewhat interrupted. It comprises a number of amendments of the Crown Lands Act, 1915, each for its own special purpose and quite separate and distinct from the other. I, therefore, propose to deal with each of the various amendments made by the Bill under its appropriate heading, in the order in which the amendment appears in the measure. The first matter is the power to extend the period during which no rent or instalment of purchase-money is payable (clause 3). Provision is made by section 49 of the Crown Lands Act, 1915, that where the Commissioner directs that that section is to apply to any agreement or lease, no instalment of purchase-money or rent, as the case may be, is to be payable for the first four years. This provision was intended to enable the land to be got into a productive state and the settler firmly established thereon before any demand was made of him in respect of the land. The declaration of war greatly interfered with this scheme of things, both by reason of the settlers themselves enlisting for service abroad and of the consequent dearth of assistance in the cultivation of the land available for those who remained to carry on. As to the soldier himself, who enlisted during the first four years of the term of his agreement or lease, it has been clearly impossible for him to commence repayment in the usual way. Whilst he has been away his land has, in some cases, remained uncultivated. It is now urged that, in such a case, the most practical way of enabling him to get another start and to compete on equal terms with the men alongside who stayed at home, is to allow him to start afresh altogether, so that the four-year period during which no instalment or rent is payable should date from his discharge from the Australian Imperial Force. Clause 3 enables this to be done, empowering the Commissioner to extend the period of exemption from payment of rent or instalment of purchase- money for a further period not exceeding four years. In the case of some hundreds, namely Allen, Kekwick, and McGorrery, petitions have been received from settlers asking for an extension of the period under their agreements and leases during which no instalment or rent is payable. Owing to the drought, the high cost of agricultural machinery occasioned by the war, and the enlistment of so many of the men engaged on the land, the settlers have been unable to make as great headway in the development of the land as was to be expected. These difficulties are recognised, and clause 3 enables the Commissioner to grant a similar exemption in all cases where he considers great hardship would be inflicted not to do so. In regard to the meaning of the term “ minerals ” in grants, agreements, and leases (clause 4), section 57 of the Crown Lands Act, repeating the language of the Act of 1903, itself a repetition of the corresponding provision of the Act of 1890, provides that every lease or agreement shall contain a reservation to the Crown of “ all gold, silver, copper, tin, or metals, ores, minerals, or substances containing metals”. But this provision is not borne out by the forms of leases and agreements contained in the schedules to the Act. Those forms provide for the reservation to the Crown of “ .... metals, ores, minerals, and other substances con taining metals.” The term “ minerals ” in its natural meaning is very wide in its scope, embracing everything except the agricultural surface of the ground, but here it is limited by its context. The words “ other substances containing metals ” indicate that “ minerals ” as here used is limited to “minerals containing metals,” so that for a mineral to be reserved to the Crown it must be shown to be a mineral containing a metal. This restricted interpretation arises solely because of the word “ other ” in the clause. The same remarks apply to land grants issued under the Act which reserve minerals. It is clearly the intention of the Act that, where the phrases quoted are used, all minerals without exception should be reserved to the Crown, and this intention has always been well understood both by the public and the department, and the clause reserving minerals to the Crown has been acted upon by the department as reserving to the Crown everything embraced by the term in its natural meaning. The question, however, has now been raised, and clause 4 sets all doubts at rest, declaring that notwithstanding any interpretation arising from the context, “ minerals ” in all past grants, agreements and leases, and in future grants includes sand, gravel, stone, and shell, together with all rocks and earthy substances. These are the principal minerals which would not be covered by the reservations as they now stand if strictly construed. In the case of certain grants in fee simple stone ordinarily used for building or road purposes is, under section 8 of the Crown Lands Act, 1915, expressly excluded from the minerals reserved to the Crown. This exception is recognised and preserved by the clause. As to future agreements and leases, the forms contained in the schedules to the principal Act are amended as set out in the schedule to the Bill, so as to do away with any possibility of misconstruction, and the term “ mineral ” will there have its natural meaning. The next matter is the sale of part only of a defaulting purchaser’s or lessee’s interest (clause 5). Sections 65 and 199 of the principal Act empower the Commissioner in lieu of exercising the power of forfeiture conferred by the Act to sell the interest under any agreement or lease of any person making default for six months in the payment of instalments or rent under the agreement or lease. This power of sale is very frequently availed of, and in the care of large holdings of land, as for instance on the West Coast, it has been found very desirable that it should be exercisable with respect of part only of the /land as well as to the whole, both as affording a means of discontinuing the holding of large areas of land by one person and from a business point of view. Clause 5 of the Bill will enable this to be done. Under the clause portion only of the land may be sold to satisfy arrears, the lessees continuing to hold the balance, or else the whole may be sold, being cut up and sold in separate portions. The rate of interest on closer settlement lands is dealt with in clauses 6 to 10. The present rate of interest payable under agreement for the purchase of closer settlement lands is 4 per cent. These clauses (6 to 10) are adapted from the Advances to Settlers. Act, 1914, and enable interest to be charged at a rate fixed by the Treasurer from time to time. The practical reasons for the clause are financial. Cancellation of titles of Crown lands is referred to in clause 11. The Commissioner of Crown Lands already possesses a certain limited power of requiring cancellation of land grants and certificates of title to Crown lands by the Registrar-General of Deeds, but this power does not go far enough. For instance, all lands vested in His Majesty the King become Crown lands. If subsequently the land is desired to be alienated, there is no convenient means by which the transfer can be effected. There is no person to execute a transfer for the purposes of the Real Property Act, and a land grant cannot issue because there would then be two titles to the same piece of land. Again, pursuant to the Education Act, 1875, certain lands were granted to the Minister controlling education, and leases of the land were in turn granted by him to private persons. By the Crown Lands Act Amendment Act, 1893, these lands reverted to the Crown subject to existing leases, but the land grants themselves were not cancelled. Some of these lands have since been purchased outright under the provisions of the Crown Lands Acts and grants have been issued for them, so that now there are actually two titles in existence for the one piece of land. Yet it is not possible to cancel the original grant to the Minister controlling Education, nor perhaps is it desirable to do so in every case, as some of the original leases are still subsisting. It was the difficulty here dealt with that first brought into prominence the necessity for the clause. Clause 11 vests these difficulties in two ways. Firstly, by extending the present power of the Commissioner to require the cancellation of grants, certificates, and other muniments of title to all lands which have been acquired or which revert to the Crown by any means whatsoever, not limiting it as at. present to cases where the grant has been cancelled by the Governor. The Commissioner is required to have the grant or certificate of title cancelled when it is proposed to again alienate the land from the Crown. Secondly, to meet the case where part of the land comprised in the title is subject to a lease or where part only of the land is proposed to be alienated, by expressly providing that the power of cancellation may be exercised as to the whole or as to part only of the land comprised in the title in question. This Bill will help particularly the men who have returned from the front to obtain the full benefit of the provisions of the previous Act. It will also give those farmers who have taken up land, and have not been able to meet the requirements of the Act, opportunity of applying to the Minister to come under the provisions of this Bill.

The Hon. F. S. WALLIS secured the adjournment of the debate until October 30.