# AGRICULTURAL HOLDINGS BILL 1891

**Legislative Council, October 6, 1891, page 1403**

## Second reading

**The COMMISSIONER of CROWN LANDS (Hon. W. Copley),** in moving the second reading, referred to the necessity that appeared for its introduction. When the Bill was introduced into another place there were some additional provisos in it which had been struck out. The part which had been struck out would have been a beneficial one indeed. The Bill was to encourage the holders of land to make the best use of the property they had. Any one travelling about the country would see the difference between properties held on leasehold and freehold. As for freehold, he did not believe any other system would equal it, whether for private people or for the State (Hon. D. M. Charleston—" Perpetual leases.") That was one of the most Impossible of fads, and never could be worked. If they could get perpetual leases at a fixed rent it was equal to freehold. The owner of land let out on perpetual leases wanted to get hold of the unearned increment — (Hon. D. M. Charleston—" Land tax would prevent that.")-and wanted a revision of the rent from time to time, so practically the perpetual lease was simply a lease from one revision of rent to the next. Freehold had worked well not only in this colony but in the other countries. The trouble in the past had been that at the termination of the leases the tenant had no right to the improvement which he had carried out when he was on the land. As the result of long terms of leases the tenant in all probability would make proper use of the land. His experience of tenants was that they endeavoured, especially when the leases were nearly run out, to get all they could out of the land without any regard to the state of the land when they left it. He knew some land owned by a Bank which wanted to sell it, and would not lock it up for a long period. They only let it for three years, and the object of the tenant was to get as much as he possibly could out of the land, regardless of the state of the place when he left. The tenant was afraid of increased rental being charged for the renewal of the tenancy owing to expenditure of his own labour and money. (Hear, hear.) That had been one of the causes of the very great trouble brought on in Ireland. In one part they had had tenants' rights for many years, and there had never been anything like the same dissatisfaction and trouble as in other parts. Until recent years there had never been a law on the subject in England, owing to the class of landlords, most of whom were wealthy and high-minded men, who never took advantage of tenants but assisted them in the making of improvements. In this colony there was a great deal of dissatisfaction on the part of tenants, more especially those of the South Australian Company, who were the largest land-holders in the colony in respect to agricultural lands. Those tenants had no claim for improvements carried out during the currency of the lease. He was not going to say a word against the South Australian Company as landlords, as he believed in many cases they had endeavoured to carry out their duties exceedingly well, and had not enforced the highest rental they could have got, while at the same time they had always chosen the best available men as tenants. The Company had refrained from giving long leases, and the more highly improved the holdings were the greater fear the tenants had of paying increased rental at the end of their tenancy. The Bill was intended to get over the difficulty, but while giving rights to the tenants it was not proposed to deal unfairly with landlords. It did not interfere with existing leases. The Bill was drawn on the lines of the Imperial Act, which had worked exceedingly well. While it would not injure the fair-minded landlord, it compelled the landlord who was inclined to be harsh to deal more fairly with the tenant. It would be found on examination that the landlord was protected against having to pay for extravagant or useless improvements. The tenant had to give notice of the improvements he wished to make, and payment would only be made on the value of the improvements to the incoming tenants. The rights of the landlord were protected in that he might object to improvements being made, and if he could not come to terms with the tenant the whole question would be refereed to arbitration. Clause 5 intended to encourage the letting of leases on long tenancy, and the Bill would not apply to anyone willing to give tenants over twenty-one years at a fixed rental. Under clauses 9 and 10 if an agreement was not come to the landlord might make improvements and charge tenants at the rate of 5 per cent, on the value. Clauses 13 to 10 provided for arbitration and settlement of disputes, making recourse to legal proceedings almost impossible. One would scarcely credit that the Bill had been drawn up by a lawyer. (Hon. R. C. Baker—" Arbitration is better for lawyers than legal proceedings. The costs are much bigger always.") The Bill fixed the fees of witnesses and solicitors. Part III. gave to the tenants right to sell holdings, but protected landlords against objectionable tenants. In subsection E, on receiving notice from the tenant that he wished to sell the holding the landlord might elect to purchase the tenancy for a consideration, or refer it to arbitration, and would be entitled to the same allowance as in Part II. In respect to tenant quitting holding on the termination of tenancy. An unusual feature of the Bill was that even the regulations for the working of the Bill were set out in it. He hoped the Council would pass the Bill in the form in which it was introduced. (Hear, hear.)

On the motion of the Hon. R. C. BAKER the debate was adjourned till October 7.