**RENMARK IRRIGATION TRUSTS BILL 1893**

**House of Assembly, 16 November 1893, pages 2886-9**

Second reading

**The COMMISSIONER of PUBLIC WORKS**, in introducing this measure, said most Bills with which the House had to deal referred to the whole of the colony, but this in its primary application, simply related to part of his district. The measure was a long one, but about nine-tenths of its clauses were merely formal ones relating to machinery and he would ask members to pass these quickly and to discuss the other clauses thoroughly. Some references to matters of history were necessary. In 1887 they heard that certain eminent American irrigationists were visiting Australia with the view of if possible starting irrigation colonies in Australia. Eventually after various negotiations had passed land was offered to Chaffey Brothers at Renmark and Mildura and a Bill was introduced in the South Australian Parliament making grants of land to the Messrs. Chaffey. It was intended that these grants should be conveyed to the Chaffey Brothers, and from them conveyed to the settlers with certain water rights. It was provided that the right should be for a certain quantity of water per annum or a certain amount of land. He could not explain it in legal phrase, but he was given to understand there were certain legal difficulties with regard to conveying the water right, but not about the land. Chaffey Brothers, in face of difficulties, attempted both at Mildura and Renmark to overcome them by constituting irrigation companies. This company was to include Chaffey Brothers so long as they held any portion of the land, but as sold each acre of the land a share in the company went with it to the purchaser, so that as land was sold the shares were transferred to the settlers, who would eventually have the whole burden of maintaining the different works. First at Mildura, then afterwards at Renmark, difficulties of a serious character were experienced in working these companies. Dissatisfaction sprang up among the settlers, and legal difficulties arose on all sides. Appeals were made by the Mildura people to the Victorian Government and by the Renmark people to the South Australian Government for relief. The Victorian Government intended to have introduced a Bill twelve months ago to provide for the levying of the rates without the cumbersome intervention of the Irrigation Company, but owing to want of time they passed a temporary measure giving power to collect the rates, intending to pass a measure in the following session dealing with the whole matter. That session also passed without anything being done beyond re-enacting the temporary measure. In South Australia it was intended last session to have introduced a Bill, but owing to various matters it was held over till now. When the present Government took office they found a Bill on the stocks which they had completed. It was prepared by Mr. Nesbit representing the Irrigation Company, and Mr. Culross representing Messrs. Chaffey Brothers. The Bill was submitted to the Government as representing the views of both parties as to what would be a fair and just settlement of the matters in dispute. The interest of Messrs. Chaffey Brothers and the settlers were identical, because the firm could not be prosperous unless the settlers were so. The Government were desirous of obtaining the views of the settlers at Renmark on the question, so that copies of the Bill were sent to a number of settlers, and two meetings were held at which the matter was fully discussed, and the Bill was approved of with very slight modifications. He had also had a number of letters from settlers who almost without the breath of dissent agreed that the Bill would mean fresh life and new hope to the Renmark settlement. They said unless they got the Bill they could not exist another year in such a state of miserable uncertainty. The Bill in the first place proposed to away with the Irrigation Company, and in lieu of it to appoint trusts from time to time. The first trust was appointed by the Bill which included certain portions of the land. Other trusts were to be called into existence in the manner set out in the Bill. These trusts were to do under legislative authority what the Irrigation Company was designed to do but could not carry out. They had all the necessary powers and responsibilities conferred on them for discharging their duties. If they had been as wise when they agreed to the Act of 1887 as they were now, there would have been no necessity for this Bill, as they would have included this Bill in the Act of 1887, as it comprised nothing which was not contemplated to be done by that Act. (Mr. Caldwell—“It brings in foreign matter.”) It only included two clauses which dealt with foreign matter. The first trust was to be constituted by proclamation by the Governor, but afterwards they were to be elected by the ratepayers. Ratepayer meant “ the owner or occupier of ratable land or the owner of unoccupied ratable land, and whose name appeal's in the assessment-book in respect of such land.” Part V. dealt with the general purposes and powers of the trust. It provided in the first place that the pumping plant, channels, and other works should be vested in the trusts for the protection of the settlers and for the carrying out of the purposes of the Act of 1887. These works represented in value hundreds of thousands of pounds, and the first thing to do was to remove at once the trusteeship of these works from Chaffey Brothers to the trusts, the trusts having a perpetual succession in the interests of the people. He was glad that the Chaffeys had agreed to so necessary and at the same time so important a proposal as this. The vesting of the property in the trusts was done expressly for the purpose of carrying out the objects contemplated in the. Act of 1887. The trusts would first have to take the works over, next to maintain them, and then to work them so as to ensure a stipulated supply of water per acre within the irrigable area. It was provided that the trusts might farm out the working of this machinery, as it might be found suitable to let the works by tender as was done by district councils. Last year when the proposal for introducing the Bill failed a contract was entered into by Chaffey Brothers to do the pumping and all that was necessary for a period of five or seven years. It was intended in the Bill that this contract should have the force of law as though it had been entered into with the trusts. The Chaffeys had not merely to raise the water, cement the channels, &c., but it was also set out that they should dedicate to the trust during the course of their contract certain liens. Then there came the important question of assessment. As this was purely a water rate it was to be levied on the land only, and there was no intention of rating the improvements. The land was rated at so much per acre, the maximum being fixed at £1 per annum. In the report on the Lake Bonney scheme laid before Parliament last week the Engineer-in- Chief gave an estimate of the cost of raising the water, and it was satisfactory to know that the Chaffeys would not charge more than this. When the settlement was first started it was estimated that the pumping could be done for 6s. per acre per annum, but the Chaffeys found that owing to seapage and the influence of the Murray crayfish they would have to raise double the quantity of water that they expected to, and therefore the water rate was increased. There were one or two matters to which he would draw particular attention. The first was as to what was ratable land. Last year, with a view of ascertaining the position of affairs at Mildura the Victorian Government sent Mr. Stuart Murray, their chief irrigation engineer, to investigate and report upon them. In his report he pointed out that the Chaffeys had had a grant made to them and they sold the land as fast as they could, but it was apparent that they would have some land on their hands, although as a rule they did not get a fresh grant till they had practically disposed of the land which had already been granted to them. Stuart Murray pointed out that if the land was held simply because Chaffey Brothers could not find a buyer at a fair price, and the land was not irrigated, there was no reason why the land should pay a water rate, but if the land were held for some other purposes it should pay the water rate. The Government had provided in the Bill what water rates should be charged, and they had there carried out exactly the recommendations of Stuart Murray, the fairness of which would commend itself to all hon members. Besides the question of trusteeship there was another point to which he would direct attention, and that was with regard to the provision that the trustees might from time to time enter upon certain lands and make certain works on those lands. So that if he had a block of land, and the water trust wanted to make a water-course on that landthey might do so, but clause 172 provided that they should do as little damage as possible and make compensation for any damage done, and that provision guarded the interests of the settlers. Subsection 4 of clause 73 provided that — “Every trust shall allow Chaffey Brothers, Limited, to use any irrigation works under its control by virtue of the last preceding subsection, for the purpose of supplying water to outlying districts in manner contemplated by the Chaffey Brothers’ agreement, but so that such user shall not prejudice the supply to the ratepayers of all water to which they are entitled under this Act for irrigation and domestic purposes, and Chaffey Brothers, Limited, shall do as little damage as may be, and making compensation as provided by this Act for any damage necessarily done.” That clause was in connection with the use of head works, and gave power to Chaffey Brothers to supply water to the outlying lands, but without prejudice to the rights of the ratepayers who would have to be supplied first. That was practically the whole of the Bill except the last two clauses, and from the statements he had made he could claim the earnest consideration of the House for the measure, and he hoped the House would speedily pass the measure, and thus revive the hopes of the people of Renmark (Mr. Catt—“You have not touched upon how the Government are brought into the question.”) The Government were not brought into the question at all, as they were in precisely the same position as they were to-day, and the Bill did not affect the relations existing between the Government and Chaffey Brothers or between the Government and the settlers, and clause 199 removed any doubt on that point. Coming to clauses 200 and 201 he would point out that at the town of Renmark, which was enclosed with irrigation lands, it was felt a great disadvantage that holders of town lots had no place where they could run a horse or cow, and an earnest desire had been expressed for some land to be set aside for commonage. Chaffey Brothers were prepared to hand back to the Crown certain lands for commonage if they received a similar area in the neighborhood in exchange. In the latter part of clause 200 it was provided that “Particulars of any proposed exchange shall be laid before both Houses of Parliament for at least 30 days before the agreement is made,” and that was a safeguard that only what was right and fair and remunerative would be done. Section 201 provided—“ Subject to the consent in writing of the Commissioner of Crown Lands, which consent he is hereby authorised to give on such terms as to him may seem fit, Chaffey Brothers, Limited may from time to time mortgage or otherwise pledge any lands granted, or which may hereafter be granted to, and which are for the time being held by them, and the lands comprised in such mortgage or mortgages shall be free and exempt from the right of resumption by the Government, reserved by the Chaffey Brothers’ agreement, in the same manner as lands which have been bona fide sold and disposed of are exempted from resumption under the same agreement: Provided that the mortgagee or mortgagees, or any transferee of such mortgage or mortgagees, shall not sell or dispose of the land so mortgaged, except under and subject to the limitations and restrictions as to area and otherwise imposed on the grantees of the said mortgaged lands. Chaffey Brothers came to the colony to take up the work of irrigation. (Mr. Catt—“ With a view of making money. ”) He had no doubt they did, and he did not think they would grudge it to them if they could make a success of the irrigation of those lands. Before they came to the colony those lands were worth 2s. 6d. an acre, but anyone now seeing the magnificent orchards there, and a population of hundreds of people who had every prospect of doing well, would not be disposed to grudge Chaffey Brothers the benefit they had obtained, when they saw the benefit the community had derived ? Chaffey Brothers had sunk a tremendous lot of money there, and they had, with two settlements on their hands, found the necessity for more capital than they first expected to have to find; but ail the fresh money they could raise would be expended at Renmark if certain powers could be given them. They now had the power to sell any of their land, and as soon as it was sold the Government had no further power of forfeiture. Under the clause it was proposed to give the Commissioner of Crown Lands power to allow Chaffey Brothers to mortgage a certain portion of their land so long as the money received was spent in Renmark. The additional power given them would allow them to do by mortgage what they could now do by way of sale. If the clause stopped there it might open the door to a huge monopoly which neither he nor the Government could countenance, but the latter part of the clause provided “that the mortgagee or mortgagees, or any transferee of such mortgage or mortgages, shall not sell or dispose of the land so mortgaged, except under and subject to the limitations and restrictions as to area and otherwise imposed on the grantees of the said mortgaged lands.” That was to say, that just as Chaffey Brothers were bound to sell the land in blocks not exceeding 20 acres, so the mortgagees or grantees were bound by the. same limitation. The proviso fully safeguarded the clause, but if hon, members could suggest improvements so as to remove the matter absolutely beyond doubt the Government would give them every consideration. If that clause were struck out the Bill would still be intact and should be passed, as it would be to the advantage of South Australia. The Bill affected the people of Renmark only, as it was not in operation beyond the irrigation settlement. He hoped, therefore, that hon. members would do their utmost to pass the Bill as quickly as possible.

On the motion of Mr. CALDWELL, the debate was adjourned until Tuesday next.