**CROWN LANDS BILL, No. 2 1878**

**House of Assembly, 17 September 1878**

Second reading

**The COMMISSIONER of CROWN LANDS (Hon. T. Playford),** in moving the second reading of this Bill, said when he first introduced it he fully explained the principles which had guided the Government in framing the measure, and he did not therefore propose to go over the same ground again, but would confine himself to the details of the Bill, and more particularly to the first and the third parts of it. The first part referred to the amendment of the Crown Lands Consolidation Act with respect to credit selections; and he might say at the outset that he was rather disappointed to find that so soon as they had passed that Consolidation Bill, to which considerable attention had been given by the then Ministry and the Opposition, and indeed by the whole House, its working was found to be defective in some points: and it was to remedy these defects that he now asked the assistance of the House in passing this Bill. The first point to be noticed was in respect of clause 25, which made no provision in cases where persons holding only a portion of the quantity of improved land allowed by the Act might take up the balance in country lands if they wished to do so. That clause stated that any person might hold 1,000 acres of country land or 640 acres of improved land, but it made no provision in case of a person holding say 300 acres of improved land who wished to make up the balance with country land. Then another point in the Bill was that it prevented any person from holding 1,000 acres of land at any one time, and at the same time it was retrospective in its effect, for it computed in the 1,000 acres all land that might have been held for years previously. Some thought that no alteration should be made in the law, while others thought that there should be no limit to the holdings; and there were others again who believed in limiting the holdings, but would not be retrospective in computing the quantity of land which might be held. He and his colleagues in the Ministry numbered themselves with the last-mentioned class. If hon. members would look at clauses 4, 5, and 6 they would find that the provisions there would carry out this idea of the Government. There were a great many people who under Strangways Act took up selections of very limited area and completed the purchase of them, but afterwards sold out to neighbours, who by that means increased the size of their holdings; yet under the present law those who had selected altogether to the extent of 1,000 acres and had sold out were debarred from taking up more land in consequence of their previous selections. And it was a very hard case as far as a great number of those persons were concerned. The next point upon which they desired to make an alteration of the law was in the 8th clause—a provision for excess in blocks as surveyed. That was a clause that stood in one of the Acts repealed last session, and by some means or other he thought by a mistake it was not inserted in the Act. (An hon. member—“No.”) He thought so. At any rate it had escaped his notice, but as soon as the Act came into force they at once became aware how useful the clause would have been. He thought it was at the very first auction a gentleman who was a very old colonist and had some stalwart sons—Mr. Walter Thompson—had selected for one of them, and forgetting how many acres his son had already selected he took up 30 acres in excess of the quantity allowed. By that he was liable to forfeit the land he had selected as well as all that he had previously taken up with the improvements. It had also been found that when the excess had to be cut off the selection considerable expense was involved, and as it was usually small in extent the land would be of no use to other selectors or the Crown. Then he came to the repeal of section 29 of the Act, and in clause 10 he had re-enacted it with the addition of a proviso preventing continued residence by a person upon a section he had selected and sold being considered residence over adjoining selections. It had been intended that when a man took up a selection and improved it after purchasing it he might select land adjoining, his residence upon the first selection taken up being considered residence within the meaning of the Act; but they had found that this could be evaded, as had been done in one case by a person who sold his first selection to a squatter for whom he was suspected of being a dummy, and continued to live upon it, and thus hold the selections adjoining. They had therefore added to the old clause the proviso — “provided also that continued or adjoining residence by any person upon any land of which he may have completed the purchase, and which he may have sold or agreed to sell or let with right of purchase, shall not be deemed to be in any way residence under the provisions of this Act.” He now came to a section by which a series of

clauses-42, 43. 44, and 45, and schedules 6, 7, 8, and 9—of the Lands Clauses Consolidation Act were repealed owing to the Government having found them unworkable when he came to put them into practice. The clauses provided that the Commissioner of Crown Lands for the time being, if he had any suspicion of a selector being a dummy, should have power to examine him personally or witnesses against him, or that the Commissioner should have power to have him and witnesses in the case examined by certain Justices of the Peace, the Commissioner on reading the evidence to decide what action he would take. They had found no difficulty in the examination of the selector by the Commissioner, and he had done so on one occasion; but when he received a lot of information that made him suspicious that a number of persons in the South-East were dummies, and not being able to go down himself, he tried to have them examined as was provided for in the Act. He had found after two or three conferences with the Attorney-General that the provisions would not act, and that they would inflict great hardship on the selectors; for the clause gave the selector no power to call witnesses to rebut the evidence of the Government, and while the Act made the witnesses liable to prosecution for perjury there was no provision for taking evidence upon oath. He was sure that the Parliament in passing those clauses had never intended that the selector should be placed in such an unfair position, and considering the difficulties involved, and the fact that the Commissioner of Crown Lands had not time to attend to the duties, they had resolved to repeal those sections of the Act and substitute provisions which were contained in clauses 12 to 16. Under that a Justice of the Peace issued a summons, and the Special Magistrate or Justice of the Peace heard the case. The witnesses were examined on oath, and the selector had the right to call witnesses and have them examined in his own defence. These were all the clauses that he proposed as far as regarded credit selections. The Government did not intend to alter the law in regard to credit selections in any further particulars except those he had mentioned, and he supposed it would be too much to ask hon. members not to make amendments— (No, no)—but there were hardly any clauses in the Lands Clauses Consolidation Act that some hon. members did not object to, and considering the time they had spent over that Act in the previous session he thought if many amendments were proposed now in this short Bill they would be nearly as long in passing it. The second part of the Act related to pastoral lessees for 14 years with right of renewal within the limits of the first schedule. He had pointed out on a former occasion that by the present state of the law the Government had no benefit from a very large tract of country which was not stocked but held at a low figure by speculators. He had said that a large proportion of the country he referred to was practically waterless, and that to stock it required a large expenditure on improvements, for which there would be but a slow return, and that consequently it could only be taken up by men of capital and means. He had pointed out that as an encouragement to those who were desirous of taking up and occupying that country it would be well to give them much longer leases than at present were enjoyed and better terms as far as resumption was concerned. He proposed that the law should be the same as to applications for leases as now obtained —that the applications for leases should be in writing. By clause 31 they allowed a preferential right to a lease for one year, and for one year only. (Hear, hear.) At present the applicant had a right to a renewal once, twice, or thrice as the Commissioner of Crown Lands might think fit. The matter was left in his hands, as also was the right as to the number of leases that should be held by one man. The consequence was that very large areas of land were held by persons for speculative purposes, and men who would take them up and occupy them were not able to do so. He proposed that the amount of land held by one man in this way should be 500 square miles. Directly he took office he had instructed the Surveyor-General that he should in no case allow even the first renewal to any person who held over 700 square miles, and certainly not a second or third renewal. The 500 square miles he thought amply sufficient, and a preferential right for one year gave the applicant the opportunity of seeing the country.

Clause 22 dealt with the mode in which the rent was to be charged, and in considering the matter as to whether they should charge a fixed rent, assessment, or a rent and assessment, as in Victoria, he had thought the fixed rent the best. But afterwards they had seen that that would be unfair to the man who had poorer land, as he would be paying far more than the proportion that the holder of good land paid. He thought therefore that they would have to try part fixed rent and part assessment, though of course that would not be so fair as assessment alone. The blanks in regard to the terms they intended to fill up as follows:—For the first 14 years a rent of 2s. 6d. for every square mile or part of a square mile, and in addition to that Id. per head on the average number of sheep and 6d. per head on the average number of cattle actually depasturing on the land comprised in the lease. For the second term of 14 years the lease would be at an annual rent of 5s. per square mile and the addition of 2d. per head of sheep and Is. per head of cattle. For the last 14 years the annual rental would be 10s. per square mile, and the charge additional 4d. per head of sheep and 2s. per head of cattle on the average number actually depasturing on the land. Hon. members would see that the Government did not propose to reduce the rent even in the first term. It was the same as now, and in addition the charge was made on the sheep and cattle, and, as he had pointed out, that was doubled in each of the following terms. Paradoxical as it might seem, it was nevertheless a fact that the low rents paid for the leases in the past and the easy terms on which renewals could be obtained, together with the fact that people were not compelled to stock the runs, had tended very greatly to check the settlement of the country: because hundreds and thousands of square miles had been taken up by persons who did nothing with the land and only held it to make a profit by the value of the lease increasing owing to the exertions of other people. When travelling in the West he had come to a run, and the owner had told him that he was very desirous when he had it fully stocked to take up a strip of country near, but could not, owing to its being held by a gentleman in Adelaide, who had not seen it and was doing nothing with it. He had never put a hoof on it, but had kept it for three years, and now wanted a premium of £800 upon it. He did not know how much there was, but not more than 100 square miles, and it was held by a schoolmaster in Adelaide, whose name, however, he did not intend to mention. The facts showed how the pastoral settlement of the country was retarded by the present state of the law. It would be seen that while they proposed to give the squatter an extended term, and more favourable terms in the case of resumption, they did not intend to decrease their rent, but largely increased it after the first term. Clause 26 was the next clause of importance in the Bill, relating as it did to compensation payable on resumption. The compensation to be paid for wells, dams, &c., was the same as under the present law, with the addition of compensation for any other loss sustained by the lessee by such resumption. What he meant by this was that a pastoral lessee on resumption should receive compensation for the loss sustained by the capital he had put into wells, dams, and such improvements being diverted from other channels. He did not mean that the pastoral lessee should receive upon resumption compensation for the increase of value on the run caused by works of the Government or improvements made by his neighbours; and the proviso that he proposed to add in order to make that clear was as follows, provided that in the computation of any other loss occasioned by resumption the lessee shall not be entitled to any compensation on account of the increased value given to his lease by natural waters or by Government expenditure upon roads or railways, but only in respect to improvements made by the lessee or any former lessee.” They did not wish to encourage the shepherding of leases: but they did wish to encourage men of capital to go into this dry country and expend their capital on land that he had little hope of seeing resumed during the term of 42 years—(An hon. member— “Oh!”)—at least he thought it hardly likely that they would be so fortunate as to require to resume it in that time, except along any line of railway made to connect South Australia with the Northern Territory. He wished to encourage such men by giving them the value of the improvements effected in case of resumption and compensation for the loss they sustained; but that would have to be in proportion to the money they had spent them­selves and not on the increased value of their holding through the efforts of others or the public works of the Government. He now came to Part 3—leases not within the limits of the first schedule. He did not think there would be any opposition to this clause. He expected that even Mr. Ward would support it most heartily, unless the hon. member had of late altered his opinions very considerably. During the next ten years a considerable tract of country marked on the plan would fall in, amounting altogether to between 20,000,000 and 30,000,000 acres. Twenty-three millions of acres would fall in during the year 1888. That land was coloured brown on the plan. A considerable part of it would be required to be resumed for agricultural purposes, but a large portion would not be so required, and the leases would fall in by effluxion of time. When they fell in he proposed that the land not required, or not fit for agricultural purposes, should be cut up into moderately sized blocks and put up for auction on exceedingly liberal terms. By that means the farmers who lived near would be benefited by getting land for grazing blocks. The leases would be put up for auction. (Hear, hear.) If required before the end of 14 years for roads or railways, the Commissioner had the power to resume the land without compensation and at a month’s notice; if for other purposes the same compensation would be paid as in Part 2. All improvements the lessees made must be subject to the approval of the Commissioner, and if the land were resumed during the 14 years they would get the value of those improvements paid and the loss they might sustain in having the land and the improvements taken from them. When the Government resumed a run at a short notice they took away that on which the lessee had invested his capital and he possibly could not at the moment reinvest it. Therefore it was only fair that he should have something more than the value of the improvements. (Mr. Ward—“After three years.”) He did not intend to give three years. He intended to treat the farmers the same as the squatters. (Mr. Smith—“ Who estimates the loss?”) Arbitrators, one appointed by the Government and one by the lessee, and an umpire. Part 4 comprised general provisions applicable to Crown Lands Consolidation Act, and this Act, Clauses 26, 37, 38, gave the Commissioner power to enter on leased land and search for water. At present the Government took great liberties with the pastoral tenant, who did not, however, turn rusty, perhaps because they knew the Government had the power of resumption and might make it warmer for them than they liked. (Laughter.) Still in common fairness they ought to take the power, particularly as, they had to give three years’ notice outside the red line, and pastoral lessees might otherwise deter the Government from making those useful dams and wells on travelling stock reserves as was done in all parts of the country. They took the power to go on the runs, sink for water, and resume a square mile near the place, and the lessee could charge travelling stock for the water used. In clause 39 it was provided that all applications received between a.m. and noon of the same day should be regarded as simultaneous applications. In consequence of this not being provided for in the present Act the Crown recently lost £1,000 or £2,000, probably the latter amount. There were 15 applicants, and the lucky individual was decided by lot. If the land had been put up for auction instead of by lot the Government would have gained quite £2,030. (Hear, hear.) This was what would be done in future. In clause 42 there was an important provision that no lessee of land for pastoral purposes should be able to claim for improvements unless within six months after the date of having made them he gave notice to the Government. It was very important that the Commissioner and the Surveyor-General should know when wells were sunk or dams made, as the information was very useful to the surveyors. At present the lessees were not bound to give such notice. Clause 43 provided that the Governor might make regulations, and clause 44 for the incorporation of the Bill, as far as consistent with the Crown Lands Consolidation Act. In conclusion he would say a few words as to the charges made against the Government. They had been charged with having brought the second part of the Bill forward in the interests of the squatters. This had been said hundreds of times out of doors. It had also been constantly repeated that the Government proposed to give 42 years’ leases without any right of resumption. If the right of resumption was maintained it was generally in such a way as to carry with it the idea that no such power would be given—as if the Government were proposing to lock up the lands of the colony for 42 years. Although he believed he would have no chance of carrying the 42 years’ leases—(cheers)—because of the agitation that had been got up on the question, he would say that the proposal was not brought forward in the interests of the squatters, but of the country. (Cheers.) The Government wanted to open up the country and get more revenue from it. To do that they proposed to give better terms to the squatters, and he saw no harm in giving 42 years’ leases as long as the country could be resumed at any moment on payment of fair compensation. (Mr. Ward—"Value of the lease.’1) He did not mean the value of the lease. (The Hon. J. Carr—“It is in the Bill.”) They had a proviso to rectify anything of that kind. They did not intend to give 42 years’ leases without the fullest chance of resuming the land on a fair valuation. The question was as to what was a fair price to be paid on resumption—whether for the value of the improvements only or as he proposed. The whole thing hinged on that point. The 42 years’ term amounted to nothing. In New South Wales leases were in perpetuity, and it was the same in Victoria. The leases were taken, and the land was not resumed till required for purposes other than pastoral. There was no harm m giving leases of 100 years-or even 1,000 years—so long as there was a proper power of resumption and the power to raise or lower the rate so that the country might get a fair value for the land. The Government proposed to double the rental at the end of 14 years, and again at the end of the next 14 years. He knew there was no principle of valuing the extra tenures. In New South Wales, he believed, the valuators went over the pastoral country every five years and raised or lowered the rate to be paid by the tenant. The Government proposed to definitely fix the amounts in the Bill. The first 14 years was to be at 2s. 6d. per square mile, 1d. per head on the average number of sheep and 6d. for cattle, and they proposed to double the amount every 14 years. If hon. members preferred to have a revaluation every seven or 14 years it could be done. He would only add that he hoped the Bill would not be overweighted with amendments lest it should fail to be passed this session, he especially hoped this would not be the case in regard to credit selection, on which there was such a variety of opinions. The Act passed last year ought certainly to have a fair trial . He moved the second reading of the Bill. (Cheers.)