**PASTORAL ACT AMENDMENT BILL 1895**

**House of Assembly, 2 July 1895, pages 342-56**

Second reading

**The COMMISSIONER of CROWN LANDS**, in rising to move the second reading of this Bill, did not think it necessary to apologise to the House for telling members he was going to speak very briefly on this subject. They all knew that this matter had been discussed at very great length, and for the last few months particularly it had been discussed very considerably, and during last session also it was discussed at very great length in the House. He was anxious therefore to set a good example by not detailing facts that were given last year on the same subject. Of course some members might say it was an important question and should be fully gone into. That was quite true, but he gave the House credit for having considered the matter very earnestly and conscientiously during the past couple of years. (Mr. Homburg—“But this is not the same Bill.”) If Mr. Homburg thought he was going to refer briefly to the Bill he would satisfy him on that point before sitting down. Mr. Homburg he was quite sure would agree that the history of past pastoral legislation was not what was required to-day. During the last few months he had noticed with very great interest debates which had taken place on this matter, and also newspaper correspondence with Sir Jenkin Coles, and other members of another place. He might also say that during recess he had travelled a little and had learned the personal experiences of some of the pastoralists, and their opinion of the Bill that was introduced last year, especially that portion relating to the 1888 leases. He had also heard from many —who had not considered the pastoral question as carefully as they might—that the whole failure of pastoral pursuits in South Australia was owing to bad pastoral legislation. It was on all hands agreed that something must be done for the pastoralists, and people seemed to think because they read a leading article in a newspaper that was written by some junior in an Adelaide office who had never seen a sheeprun, that that article was the result of the united wisdom of men who had lived for years on pastoral country. There was a great deal to be said from their point of view, because these people honestly believed the statements they were making. But members had only to pause and see what the real facts were. They knew that South Australia was not the only country that was being hindered in pastoral development owing to the low price of wool. There were many other countries where concessions had been asked for owing to the fall in the price of produce. But in South Australia they had been told this was noticed more particularly than anywhere else. He had a few figures which he had used at Port Augusta, but which had not been quoted fully in the Adelaide papers, and they were of some interest. First of all they showed that the total value of wool exported from South Australia was £49,450,569. In 1884 we exported136,066 bales, valued at £1,864,903; whilst in 1893—ten years afterwards—we exported 142,757 bales, or 6,100 bales more, and the whole amount received for that quantity was £1,381,766, or half a million of money less. This, members would notice, was a very large increase in the export but a very large decrease in the value. (Mr. Burgoyne—“How much came down the river from the other colonies?”) If very much came down the river it made the position proportionately worse. The wool trade in the north of South Australia, which the river could not interfere with at all, showed that the total value of wool shipped from Port Augusta in1884 was £379,531, representing 24,591 bales. The quantity shipped from Port Augusta ten years after was 19,329 bales, whilst its value had de­creased from £379,000 to £177,000. Thus whilst the decrease in the quantity of wool shipped from that port was only 5,000 bales the decrease in its value was £200,000. These figures showed conclusively that the want of liberal pastoral legislation had had very little to do with the present condition of affairs, which was mainly due to the enormous fall in values. Consequently Governments— present and past — were not to blame nearly so much as some people tried to make out. Members had also heard it said that our sheep had decreased in South Australia. He had figures which showed that our sheep had increased—not a great deal— but at least over half a million, whilst our cattle had increased from 266,000 to 423,000 and our horses from 130,000 to 187,000. Whilst 25 years ago we only had 4 ½ million sheep to-day we had nearly *7* ½ *,* millions. (Mr. Homburg—“Why not go back 50 years at once?”) They had been told and it had been pointed out in the press that a large area of pastoral country was being thrown up and that people were giving up possession, and that unless more liberal legislation was enacted something serious would happen. He held in his hand a paper showing the cancellation and surrender of pastoral leases during the past 15 years. Last year the quantity surrendered was 10,431 square miles, whilst in 1880 the amount surrendered was 10,208 square miles. In 1882 some 12,434 square miles were surrendered, in 1884 some 16,443 square miles, in 1886 the quantity was 16,915 square miles, and in 1893 the quantity surrendered was 11,838 square miles. This was all the pastoral country that had been surrendered, including every class. A lot of these lands too had been taken up for speculative purposes, and had never had a hoof on it. The figures quoted show that according to the experience of the last 15 years the land surrendered last year was just an average quantity. Thus the argument used so frequently about the large quantity of land thrown up during the past year or two was not anything like so important as it was represented to be. The figures he had given showed that when wool was at a much better price than it was to-day pastoral lands were thrown up. The same thing applied to farming lands. (Mr. Brooker—“You will prove that the Bill was not required presently.”) He was proving that the other side had not the necessity to complain that they said they had. Mr. J. Leahy, a member of the Queensland Parliament, was in Adelaide a short time ago, after travelling through a very large portion of the interior of Queensland and coming down from the border, and *The Advertiser* of February 23 of the present year had the following in regard to that gentleman’s visit :— “ South Australia is not the only colony in which the pastoral industry is languishing and leases are being thrown up. Mr. J. Leahy, M.P., of Queensland, who has recently completed an arduous journey through much of the pastoral country of that colony, reports that several stations have been surrendered there. He says if prices do not rise many more will be thrown up next year, although in his opinion the country between Birdsville and Hergott, which is now looking exceedingly well, would only be considered third-class in Queensland. Mr. F. W. Armitage, of Melbourne, has lately thrown up 800 miles on the Cooper, as the rent was raised under the Act of 1884, under which it came for the first time —land which Mr. Leahy emphasises is immeasurably superior to that between Birdsville and Hergott. The pastoral industry is of the greatest importance to Queensland, and if the price of wool does not take a turn for the better it will be very serious indeed for the northern colony.” The above extract proved that Queensland, which had a large area of country superior to our northern country, labored under the same disabilities as existed here. The low prices would not allow these people to occupy this far out country to the advantage they desired. He would like to point out that our outside country, which members talked so much about and which they said should be settled upon, was not likely to be properly developed in their lifetime because it would take such a large amount of money to develop it—(Mr. Giles— ‘ ‘ Nonsense ’ ’)—besides many years of patience before any return was received. He noticed by the papers that day that a certain association had held a meeting and had decided that the 1888 part of this Bill was not liberal enough, which made him fear that it was not the outside country these people were so earnestly desirous of having developed, but it was rather a concession they desired on the 1888 leases, which he hoped would not be given to them. (Mr. McDonald—“Don’t misjudge them.”) He was not judging them at all, but merely stating his opinion. Any amount of this outside country at the present time was offered on a 42 years lease—5 years rent free, 5 years at a shilling per mile, and the balance at 2s. 6d. per mile, without any right of resumption. A large quantity of this land was available at the present time and yet the Government could not get anyone to take it up. The first important clause in the new Bill was clause 5, which said :—“ For the protection of the outgoing lessee in respect of improvements owned by him no land on which there shall be such improvements shall be subdivided into an area less than shall suffice to carry 15,000 sheep or a proportionate number of cattle. Provided that this section shall not apply to class 1.” Members would recollect that last year they amended clause 44 in the Act of 1893 which provided that the improvements were not to be valued at more than their worth to the incoming tenant, and which further provided that the maximum carrying capacity of Class A country should be 5,000 sheep, Class B country 10,000 sheep, and Class C country 20,000 sheep. This meant that the improvements of the lessee at the expiration of his lease could not be subdivided to such an extent that they would be worthless. It did not matter how the run was cut up, his improvements were protected. The next clause he noticed, according to one of the morning papers, gave power to the lessee to sue the Commissioner for any neglect he might have been guilty of. It did nothing of the sort, however. In section 53 of the Act of 1893 the Commissioner was supposed to sue and recover the amounts from the lessee, but it did not state that if the Commissioner did not do this the late lessee would have the power to do it. If the Commissioner failed to sue there was nothing to prevent the lessee taking the action now. The next clause was designed to protect the outgoing lessee also, and provided for a deposit on improvements. In the Act of 1893 no provision for any deposit on improvements was made. It simply provided for a deposit on the rent, and if the new lessee did not complete his agreement he only had to forfeit that deposit, whilst having paid no deposit on the improvements the owner might have been put to great loss. (Mr. McPherson—“ How about the man who can’t pay both deposits ?”) If a man could not pay both deposits it was no use his taking up the country. The improvements did not belong to the Government, and they could not make terms for the improvements. If a man were not able to pay a 5 per cent, deposit on the value of the improvements he could not possibly pay their full value. The old lessee could demand cash for the improvements, or if he liked he could accept terms from the incoming tenant. Clause 10 amended the Act of 1890, in which he thought an error had been allowed to creep in. The new provision set out that any lessee should be repaid his deposit on the improvements as he effected improvements, and that he should not be compelled to wait till the whole amount had been expended. Clause 11 set out that:— “ The amount to be deducted by the Commissioner, pursuant to section 50 of the Act of 1893, in respect of costs of and incidental to the recovery of the moneys to be received from the incoming lessee shall be the cost actually incurred, but shall in no case exceed 5 per centum of the moneys so received.” This would prevent any excessive charge being made by the Commissioner, who would only deduct the actual costs. Clause 12 said :— “All moneys paid by the Commissioner to an incoming lessee, pursuant to section 63 of the Act of 1893, for compensation for loss or depreciation of improvements, shall be expended by such lessee in replacing or making good such improvements, unless he shall have paid the purchase-money thereof in full; and in every lease hereafter to be granted under the Act of 1893 a covenant to this effect shall be expressed or implied against the lessee.” For instance, if a new lessee allowed the old one to occupy the improvements and then claimed, say, £300 as damages, it was only fair that the money should be expended in placing the improvements in the state of repair they were in when the new lessee entered into possession. The next clause, which was moved last year by Mr. Foster, was a sensible one, as it provided that a lessee might be released of the liability to repair the improvements provided he erected improvements elsewhere equal to the cost of the repairs. Clause 14 said:—“Notwithstanding anything contained in the Act of 1893, or in any pastoral lease, the Commissioner shall not, except upon the recommendation of the Pastoral Board, or unless any rent is in arrear for more than six months, cancel any pastoral lease by reason only of any breach or nonperformance of covenant on the part of the lessee.” The clause was introduced last year to show that the Government were not anxious to cancel any lease and that they were satisfied that the recommendation of the Pastoral Board should be obtained before any action was taken. Clause 15, which was another concession, provided that the covenant to stock might be qualified where the country was inferior. The Act of 1893 was much more stringent, as one of the covenants was as follows :—“To stock, within three years, the land leased, with sheep in the proportion of at least five head, or with cattle in the proportion of at least one head, for every square mile leased, and to keep the same so stocked, and before the end of the seventh year to increase the stocking to at least twenty- head of sheep or four head of cattle per square mile, and to keep the same so stocked during the remainder of the term and of any renewal thereof, and so that the stocking with sheep and cattle combined shall be sufficient if the requisite number are kept, one head of cattle being computed as equal to five head of sheep ; and in all cases, upon being required thereunto, to furnish the Commissioner and the Pastoral Board with true particulars of the number of sheep and cattle with which the leased land is stocked.” The Government now provided that in such cases “the lessee shall not be bound to increase the stock to more than ten head of sheep or two head of cattle (or their equivalent) per square mile at any time during the term of the lease, or any renewal thereof.” This was a necessary provision to secure the development of the country, as no man should be compelled to stock while he was making heavy improvements, as he could not find money for both. No pastoralist would allow country to carry 10 head of stock if it were capable of carrying 20. Clause 16 was moved last year to encourage artesian boring, and the Government felt that an impetus might be given to such boring if successful borers were rewarded. Under the Act of 1893 the notice of resumption was fixed at one year ; but they now proposed to make it two. Some members thought it should be three, but that was a long time considering that before the land could be resumed the lessee had to be paid compensation for the loss of the lease, so that no injustice was done. The next part of the Bill was very debatable, as it dealt with the surrender of Class I. lands. The Government felt that they were perfectly justified in the position they took up last year. He would read the following statement concerning these lands :— “Total area of pastoral lands, Class I. country, known as 1888 leases, offered by auction, 28,488 1/2 square miles ; total area sold, 27,437 square miles; total annual rental, £55,007 9s. 9d.; average rental per square mile, £2 0s. ½ d. (nearly); total area forfeited and surrendered, 4,982 square miles; total amount of deposits forfeited, £8,580 9s. 6d.; total area now held, 20,845 ½ square miles; total amount paid for improvements on 1888 leases, £402,190 5s. 4d.; total annual rental of 1888 country now held, £37,981 5s. 9d.; average rental per square mile of 1888 country now leased, £1 16s. 5d.; value of improvements on 1888 country now leased, £425,213 0s. 6d.; value of improve­ments on 1888 country unleased, £133,268 17s.6d.” The matter had been fought out very severely during recess, and the Government had been told that they had done everything they could to kill their own Bill, and that the mode of surrender had been so fixed that it was impossible for people to surrender, and that they had no right to accept the amendment of Sir Jenkin Coles. The Bill was introduced to relieve deserving cases, and when Sir Jenkin pointed out that it did not contain sufficient precautionary measures the Government were only too willing to accept the amendment. During recess he had found some remarkably good authorities in “ Hansard” for the action of the Government. On June 27, 1883, Mr. Henry Scott moved —“That in future no person holding land under agreement for purchase from the Government within what is known as ‘Goyder’s rainfall line’ shall be permitted to surrender his agreement under clause No. 22 of Act 275 of 1882.” Mr. Scott moved as an amendment to add the words—“Unless the peculiar circumstances of any urgent case warrant the acceptance of such surrender.” Mr. Salom said some little uncertainty existed as to what was the intention of the Legislature in passing the Land *Act of last session. Clause 2 of that Act* provided, ‘that any person holding land under agreement on July 1, 1883, with the consent of the Commissioner, and subject to the regulations for the time being in force under this Act, may surrender the agreements under which such person holds such land.’ . . . He apprehended that if either of the Houses had had the slightest idea that the Act would be availed of as it had been by such a large number of persons who were well able to pay the amount that they had agreed to pay, which was often not too much, they would not have passed it. It was not the intention of the Parliament that such persons should be allowed to surrender merely for their own personal convenience. The Act was passed to afford relief to those persons who either from want of knowledge of the character of the land they had taken up or from bad seasons might be expected to be unable to complete their agreements, but it was never intended that it should be availed of by those who were able to comply with the requirements of their agreements.” That was the exact position of the Government, and the one he took up when moving the second reading before Sir Jenkin Coles’s amendment was accepted. He knew that there were men holding 1888 country who paid too high rentals, but if there were no difficulties in their way every pastoral lessee of 1888 country would surrender when everything was at its lowest ebb, and they would get concessions which Parliament would ever afterwards regret having given. The Government had no sympathy with those who made good bargains and who could well afford to carry out their agreements, but there was a class of men, described by Mr. Scott, who took up their land in ignorance of its nature, and to whom it was necessary to afford some relief. The present President of the Legislative Council said at the time:— “ In every case of surrender it was the duty of the Government to see that the applicant really required the relief. They had not done so, and he considered the motion of the Hon. Mr. Scott was necessary. He believed the Government, by their action in inference to the surrender clauses, had given away large sums of money to persons who were not in the slightest degree entitled to them. It arose simply because the Commissioner of Crown Lands had not had the courage to refuse all applications but those of men who had been unfortunate in taking up land.” He believed no power was given to the Commissioner to exercise his judgment at all, and he had to accept every surrender because the word “shall” was used. The President of the Council went on to say “ He knew of an instance on Yorke’s Peninsula. A man from there came to his office and told him he was going to surrender his selection. He said he had 1,000 acres of land, for which he had agreed to pay £4 per acre, but he added that he had put £2,500 worth of improvements on it, and was bound to repurchase at £1 per acre. That man was worth £15,000, and well able to pay the original price at which he had taken the land. It was because of such cases as this that the resolution of the Hon. Mr. Scott and the amendment of the Hon. Mr. Salom were necessary. ... No doubt the selectors in the north had experienced bad times, but he never intended, nor did he think the Council or the other branch of the Legislature intended, that the Act should be the means of giving money away to individuals who were well able to pay the amounts for which they originally agreed.” That was the very position they took up in the case of the surrender of the 1888 leases. They wanted the proposal surrounded with safeguards, but they did not wish to prevent one deserving man from securing the advantage of the Bill. (Mr. Howe—“ Why allow them to surrender at all ?”) The Government thought they should be compelled to surrender to show their genuineness, and it threw greater responsibility both on the tenant and the Commissioner and the land board. A man could apply to surrender, and if the board were satisfied that the case was one of genuine distress they would give a new lease. When such a man was applying for a new lease, instead of applying for a reduction of rent, the Government said that he should show that his land was not as good as the Government considered it, by offering to surrender, though the surrender need not necessarily be accepted. (Mr. Short—“How is the Commissioner to be in a position to judge?”) The Survey Office had all the particulars of the country, and they were in a better position to judge than anyone else, so that through them the Commissioner of Crown Lands must have better information than was available by the general public. That motion was supported by men directly interested in pastoral matters, and if they were satisfied that something should be done to stop any haphazard manner of accepting surrenders in 1882, they could not object to the same thing being done now. Then the Crown tenants had to surrender before they could get relief, and if anyone competed against them the lease was knocked down to the highest bidder. There was no question but that the position taken up then by Mr. Henry Scott was the correct one, and he was pleased to know from “Hansard” that such men ten years ago felt it necessary to be very cautious about these surrenders. The provisions with regard to the 1888 leases seemed to be ample, for the reason that the 1888 leases could not be brought under the surrender portion of the Act of 1893. The 1888 leases were quite different to the ordinary pastoral lands, as they were capable of great development and the land would be required when the leases expired if development went on. The other day he was speaking: with a large pastoralist who told him he had started to cut up his run into small paddocks. At first he considered that a large paddock and large flock of sheep was the best system, but he found out that travelling the sheep to water two or three times a week wore them out, and he had, therefore, subdivided his run, many paddocks carrying less than 1,000 sheep, and the country was carrying four times the stock now to what it did ten years ago. In the 1888 country there was any amount of land capable of being developed in the same manner, so that when it was subdivided at the end of the term the leases could be taken up by small men. With regard to the Gawler Ranges there was plenty of country there not half developed, as though there was plenty of feed there was no water. A great deal was said about the amount of unoccupied land in the Gawler Ranges, but there were only 1,379 miles of Class I. country west of Port Augusta unoccupied at the present time, and that was not a very large area. With regard to the 1888 leases the Government did not wish the House to go further than the provisions of the Bill. Those requiring relief were quite satisfied to work under the clause put in as a protection against men getting concessions that they should not. It would prevent a wholesale reduction of rent being allowed irrespective of conditions like those moved by Sir Jenkin Coles. Clause 26 provided that “the surrendering lessee may be an applicant for and obtain a new lease under the Act of 1893 of all or part of the lands comprised in his surrendered lease, but the board shall not be bound to allot the same to him.” The same risk was taken by the farmers in 1883 when they surrendered. If they were not successful in getting the land allotted to them they were protected by being paid by the incoming lessee for all improvements put on the land by them. Clause 82 of the Act of 1893 provided that “the Commissioner may refer such notice to the board who shall forthwith report to him the value of the improvements to payment for which by the Government such person or lessee is, or on the expiration of the existing lease would be, entitled, the capacity of the land for depasturing by stock, its value for agricultural or other purposes, its proximity and facilities of approach to rail- way-stations, ports, rivers, and markets, and all other circumstances affecting the value of the claims, lease, or rights of such person or lessee, and shall recommend for the approval of the Commissioner the term for which and rent at which a lease under this Act should be granted to such person or lessee upon his releasing all claims to payment by the Government, or surrendering his existing lease, or rights to a lease, as the case may be, provided that the Commissioner may refuse any renewal of such lease or leases, or any portion thereof.” In the discussion on the Bill in another place Mr. Duncan thought that the words “ provided that the Commissioner may refuse any renewal of such lease or leases, or any portion thereof,” might interfere with the second term of the lease being granted, and he moved an amendment which the Government agreed to, and which was carried. He came next to the tenants’ relief board, and the provisions in the Bill were a great improvement on the appeal to the Supreme Court that had been asked for for a long time. (Mr. Catt—“Why a judge at all?” A judge of the Supreme Court was president of the Conciliation Board, and a judge was a man with qualifications that every Civil servant did not possess. (Mr. Catt—“Their technical training unfits them for the position.”) Members would have an opportunity of discussing that question in committee. The board would consist of a judge of the Supreme Court and an assessor appointed by the Government and one by the lessee, and they could hear the evidence in whatever manner they liked. There were no stated rules for taking evidence, and the whole matter would be de­cided without any legal technicalities. The Government assessor would be a Government valuator like the Surveyor-General, well qualified by his knowledge of the country to act, while the pastoral lessee would get a man equally capable to watch his interests, and if these two men, assisted by a judge, could not come to a decision he would like to ask members how it was possible for the Supreme Court without the assistance of these men to arrive at a conclusion fair or reasonable to both parties. They did not allow lawyers to appear for the lessees, but witnesses could be called, although there was no hard and fast way of getting evidence. Every man holding a lease from the Crown was a Crown lessee, and if the pastoral lessee had the privilege he had referred to the smallest blocker was equally entitled to it. He felt that the provision in the Bill was a great improvement on what had been urged from the pastoralists’ point of view. No encouragement would be given to lessees to go to law and fight out their contentions in the Supreme Court, and though the Government felt that the services of the board would be very rarely required still when a case of the kind did arise he was sure that it would be admitted on all sides that the board had given satisfaction. The Bill in fact would place rich and poor lessees on an equal footing. The next part of the Bill referred to the Central Pastoral Board. Some members might be surprised at finding that condition in the Bill, but during recess the matter had received a great deal of attention from the Government. They found the present board had great difficulty in getting over the country, as it was not like travelling from one town to another. Though the board had worked hard, and had not yet had their annual holiday, they had not been able to examine a great deal of the country. The total area of expired and forfeited leases inspected and gazetted open to application in terms of clause 18 was 11,943 miles, and the value of improvements on the same was £100,653. The area allotted amounted to 6,043 square miles, or about half the area inspected. The annual rent amounted to £1,813 12s., while the value of the improvements on the land allotted was £57,506 16s. The area of surrendered leases upon which terms had been fixed and approved by the Commissioner was 3,404 square miles, and the terms had been accepted with regard to 2,475 miles, the amount saved by surrender being £30,204. The value of the improvements on the whole area, payment of which would be saved by surrender, was £38,235. The board had held six public and fifty-one committee meetings, had inspected 16,679 square miles of country, and travelled 15,932 miles inspecting country and improvements since their appointment on February 1, 1894. Clause 40 provided for the appointment of “aboard to be called the ‘Central Pastoral Board,’ to consist of three officers of the Civil service to be nominated by the Commissioner, and who shall hold office during the pleasure of the Commissioner and clause 43 provided that “ the Central Pastoral Board may deal with unstocked country, and lands contiguous to unstocked country the leases of which have expired, and which the Commissioner may certify it is desirable to offer in connection with unstocked country, and lands which have been offered, but not allotted, by the Pastoral Board.” So that members saw the board would have the same power that was given to the present central board. With the board proposed the Government officers, from their knowledge and value of the improvements, could fix the value of the improvements, and without going out of Adelaide could fix the value of the land and put it up at a certain rental, so that there would be a very considerable saving to the country. He agreed with Mr. Handyside that the best way of settling the whole thing would be to allow the Surveyor-General to fix the rent and value of the improvements, and he would have brought that recommendation down to the House if there had been the slightest chance of carrying it. The pastoralists had always said the Government should not fix the rent, and if the Government brought down a proposal that the rents should be fixed again bv Government officers they would say the Government intended to do away with the board. The Government were sure that the proposal made would save a great deal, and would prove to the pastoralists that equitable prices could be fixed by the Government officials. (Mr. Moule—“What is the meaning of the term “public interest?’”) If an industrious pastoralist had a run on which he kept down the vermin, while his neighbor allowed his holding to become a breeding-place for vermin, the Government thought it would be in the public interest that the board should have power to say that in the public interest a lessee should destroy the vermin or lose his lease. If it was not against the public interest to allow a man to breed vermin the board would say he was doing no harm, and if it was against the public interest he would have to destroy the vermin. Clause 27 of the Act of 1893 said :—“ All applications for or including’ the same land, received before or on the date specified in the *Gazette* notice, shall be dealt with as simultaneous applications, and after such date all applications received on the same day shall be dealt with as simultaneous applications.” It was provided in the present Act to repeal all the words after “simultaneous applications.” Clauses 53 and 82 were repealed, as was also part of clause 44. That clause in the Bill of 1893 was as follows:— “ No improvement shall be valued at a sum in excess of the value thereof considered solely in connection with its worth to an incoming lessee as part of the improvements necessary to the working of a run carrying 5,000 sheep in Class A, 10,000 sheep in Class B, or 30,000 sheep in Class C, or a proportionate number of cattle, notwithstanding such area may be a portion only of the run on which such improvement was made and it was now proposed to repeal all the words after “incoming lessee.” The clause of 1893 originally stood in that form, but was subsequently amended in a way that was not found to work well. It was also proposed to amend clause 54 of the Act of 1893, which was as follows:—“No lessee shall be entitled to any payment on the expiration of any lease issued under this. Act, or on any resumption, in respect of any improvements made after the expiration of the first 10 years of his lease, unless before making such improvements, he shall have given written notice to the Commissioner, stating the nature, position, probable cost, and date of completion thereof, and such improvements shall have been sanctioned by writing under the hand of the Commissioner. Provided that, where it shall not be conveniently practicable to give such notice prior to the making of such improvements, the lessee shall nevertheless be entitled to payment for such improvements if such notice shall have been given with all reasonable dispatch, and if the improvements shall be sanctioned by writing under the hand of the Commissioner.” It was proposed to repeal the words “and such improvements shall have been sanctioned by writing under the hand of the Commissioner,’' and also all the words after “dispatch” in the twelfth line. They thought it unnecessary for the pastoralist to have the consent of the Commissioner to make improvements for which the Commissioner would not be liable, because no improvements would be paid for at more than their value to the incoming lessee. If the lessee put up a woolshed or a homestead too valuable for the run he would suffer accordingly. Clause 66 of the Pastoral Act of 1893 was in the following terms:—“The annual rent, except as provided by section 62, shall not in any case be less than 2s. 6d. per square mile of land leased, nor less than 2d. per head of sheep, excepting in Class C, where it shall not be less than 1d per head of sheep, computed according to the carrying capacity of the run, as determined by the board, five head of sheep being considered as equivalent to one head of cattle, and in every case the board shall fix the rent irrespective of the value of any improvements which any lessee shall have made or paid for, and which shall not be the property of the Crown.” It was proposed in the present Bill to repeal all the words from “nor” in the third line to “cattle” in the seventh line, both inclusive, and this alteration would give the board a free hand to fix the rent of the land according to the number of sheep which it might carry. The next clause dealt with by clause 3 and schedule A was clause 83 of the Act of 1893, which had a most objectionable proviso. The clause read as follows :“The Commissioner may adopt such recommendations, or alter or vary the same as he shall think fit, and may, at his discretion cause the person or lessee to be notified of the term for which and rent at which a lease or leases, under this Act, might be granted in consideration of such release or surrender and such person or lessee may thereupon within three months, or such further time and in such manner as may be prescribed, notify his acceptance of such terms: Provided that the term of any lease so to be granted shall not exceed the unexpired period of the surrendered lease and the period limited by section 35 of this Act for lands in the same class, and that the annual rent reserved in the lease to be granted under this Act shall not be at a less rate than that payable under the surrendered. lease, and shall be liable to be increased or decreased, upon revaluation, as in the case of other leases under this Act.” It was now proposed to repeal the words “shall not be at a less rate than that payable under the surrendered lease, and.” They found that some lessees, who were paying a heavy rent and had large improvements, were willing to surrender for an extended lease, but at present the board could not lower the rent below the present figure, and the alteration would enable them to do that. He had now explained the Bill, perhaps more briefly than he would have done if the matter had not been before the House last session. With the increased price of produce and the assistance of the Bill he trusted the dark days of the pastoral industry would be found to be passing away, and that by means of the Pastoral Bill and the Tenants’ Relief Board the House would help our deserving pastoralists to get over a difficult time. He believed the House would be able to look back with pleasure at the part it had played in this great reform.

The Hon. J. H. HOWE complimented the Commissioner of Crown Lands on his speech, and said they were surely better employed in discussing a matter of this kind than in giving a cheap advertisement to a trading firm, or even in giving more public prominence, if that were possible, to our leading newspapers. No one knew better than he did the disasters which overtake the pastoralist at times from drought and low prices, and indeed we should hear very little of other troubles if it were not for the great fall in the value of pastoral produce. The House was willing to give the pastoralists every reasonable assistance, but there was one point on which he was quite as much opposed to this Bill as he was to that-of last year. Under no consideration should they allow any pastoral lessee in Class I. country to surrender. The Commissioner of Crown Lands said that only 1,500 miles of Class I. country remained unoccupied west of Port Augusta, but when they came to consider the original arrangement there were 31,000 square miles in Class I. country, and when it was reoffered at public auction seven or eight years ago it then embraced an area of 28,000 square miles. Out of that amount we succeeded in leasing 27,500. There were now only square miles occupied of these 1888 leases, and he asked the Commissioner of Crown Lands to tell the House what had become of the remainder. (The Commissioner of Crown Lands—“It is included in miscellaneous leases.”) It was either unoccupied or in the charge of caretakers, and so costing the Government a large sum without any revenue, or it was resumed or abandoned, and the balance let on miscellaneous lease. It showed that some 10,000 miles of what we used to consider our best pastoral country are not occupied with the best results. At the same time he had no sympathy with the pastoral lessees who are going about crying out that they cannot get redress from Parliament. There was no such record in the history of the world where such abundant liberality had been dealt out to the pastoral industry as was the case here. It was not the fault of Parliament if the country could not be occupied, for they had paid already to the pastoral lessees for improvements nearly £900,000 on Classes I. and II. Besides this, we had a contingent liability of £1,800,000 more to face. Further, we had spent nearly half a million in opening stock routes and conserving water for the pastoralists, besides the enormous expenditure on the destruction of vermin, principally on their behalf. For some time past there had been a great demand by people for grazing and cultivation blocks, but under present conditions it was impossible to get suitable land for them unless we went to the pastoral lessees and bargained with them for the resumption of their country. Considering the great area which we possess and the very sparse population, it was a standing disgrace to the Parliament that they should have been so near-sighted as to allow the people’s land to be locked up in this way. When he had the honor in 1886 of introducing a Bill he foresaw the difficulties which those who wanted land to settle on would have to contend with. What, therefore, did the Downer Government do ? They set aside millions of acres between the outlying settler and the farmer, to be available for subdivision into blocks, the maximum being fixed at 20,000 acres. Some of the best lands available in the east were set aside by schedule. But the Downer Government were wiped out, and the very next year these lands were encroached upon to such an extent that he rose in the House and exposed the whole business. Some of the pastoral lessees were members of the House then, and in consequence of the abolition of the fringe country the Downer Government established, some of the lessees were able to get back their lands intact, and now we had to go cap in hand and give them £4,000 or £5,000 to get back a few thousand acres on which people could settle. Instead of the fringe country being abolished when the leases expired in 1888 it should have been extended. Take the case of the Merivale run in the western district near Streaky Bay. That run was in the schedule brought down to the House by the Downer Government. But by being wiped out, instead of getting only 20,000 acres the lessees to-day held nearly 80,000 acres. It was no sooner got back by the pastoralists than the people petitioned to obtain a portion of it, and it was simply amazing to find the premium the pastoralists then asked for the concession. We had been too liberal towards the pastoralists who had settled on the available and good country. Coming to the Bill, the first portion to which he would direct the attention of members was clause 5. He was very glad the Commissioner had seen fit to reinsert that clause. It only applied to country in Classes I. and III., and the basis on which subdivision was to take place was very fair. No country was to be of less area than would carry 15,000 sheep, which provision of course was designed to give the party in possession a certain amount of security that his improvements would not be sacrificed. But in some respects the clause might be improved. As all our outside country could not possibly be occupied by sheep a great deal of it would in our children’s time be occupied by cattle. Consequently the improvements required on a run of this description would be located in one particular part, although there might be just a few wells on the outside areas. Take a run of 1,000 square miles, and allowing 50 sheep to the mile. The board would very likely divide such a run into three parts, allowing 400 miles for the head station and 600 miles for the remaining two portions that would be comparatively unimproved. He proposed later on to move an amendment in this clause to insert after “cattle” in line 6 —“Provided such area shall have improvements thereon of not less value than £5 per square mile.” Clause 14 he did not think was necessary at all. If they were to have a board to revise the actions of the Commissioner in case of cancellation of lease he did not see why they should be trammelled any longer with clause 14. The provision contained in that clause was right enough so long as there was no board to revise the decision of the Commissioner, but no good was to be gained by so completely tying the hands of the Commissioner now. He intended in committee to move to strike this clause out. Now he came to the crucial point of the Bill, viz., clause 18. Here also he would move an amendment empowering the Commissioner in certain cases to reduce the rents fixed. He had discussed this point at great length with some of the pastoral lessees, who said, “Treat us as you would your own tenant.” They had people who had battled bravely in season and out of season, who had lost all their money in consequence of the vermin encroaching on their runs, and it was impossible for some of them to keep down the vermin and pay the rents they were now paying. Therefore they asked for some relief, and it the tenant could make out a good case why should not the Commissioner have power, on a report from the Pastoral Board, to reduce their rents just the same as the private individual would do in the case of a man managing his master’s estate ? He would tell members that Class I. country was the only country that they could look forward to in a few years’ time to give to those anxiously requiring land today. The amendment moved by Sir Jenkin Coles last year he had objected to as strongly as he objected to the Bill when first introduced. It allowed of the surrender of a lease, but in a much more obnoxious form than was proposed by the Government. Their proposal was to allow anyone who thought he had a grievance to surrender his lease, and then the Commissioner would take certain action. But Sir Jenkin Coles’s amendment effected this in a much more vicious way. In the first place if this Bill was carried without amendment every lessee a few weeks after its passing would have to give notice to the Commissioner of his surrender of lease. The Commissioner had then to instruct the Pastoral Board to go over the lands and value the improvements, which would take at least a couple of years to accomplish besides involving an enormous expenditure. This action would not relieve those lessees who wanted relief. It was simply a sham, a delusion, find a snare. There was now leased 22,246 square miles at a yearly rental of £41,282. Deducting 5 per cent, for improvements valued at £534,336 left an annual rent for the land of £14,566, or 13s. Id. per square mile, or about a farthing per acre, if they allowed the lessees of this country to surrender their leases they would then come under the Act of 1893, the liberal provisions of which were passed chiefly for the purpose of inducing the lessees of Class II. to forego their claims on the State for cash payment for their improvements, which members were told would have amounted to about two million sterling. To show what this meant to the State he proposed stating a case:—A run of 500 square miles was let at a yearly rental of £327, or 13s. Id. per mile. The improvements would average about £24 per mile, or £12,000. Five per cent, interest on that would amount to £000, so that the total rent yearly would be £927. If the lessee of such a run surrendered his lease and came under the Act of 1893 the board would have to value the improvements, and when members took into consideration the excessive value of the improvements originally made, the reduced price of material and labor, and seven or eight years’ wear and tear, and the reduced price of pastoral produce, it would not be safe to estimate the present value at more than one- half of the original value. Supposing the rate per mile was fixed at what it now was, viz., 13s. Id., the position would be that a lease of 500 miles for 21 years would return £327, which with interest and purchase-money in yearly payments of £468 would yield £795 on improvements valued at £6,000 . The State would thus make a yearly loss of £132, besides handing over to the lessee improvements which cost the State £12,000. That was the reason why he tried to get the House not to allow surrender in any shape or form, but to assert that if a tenant of the Crown was suffering and could show a good case to have his rent reduced the Commissioner should have power to do so. They should let the Commissioner occupy the position of a steward of a large estate, where he could use his discretion in reducing rents. That would prevent all the complications of the Bill, and not only that, but would save a large expenditure in the board revaluing the land, as provided for by the Act. If the lessee was not satisfied he appointed a valuator, while an umpire was selected, and they knew that the cost of all this was not borne by the tenant. He intended to vote precisely as he did last year in order to give the bona-fide cases of hardship relief. He was glad indeed that the Commissioner had seen his way clear, notwithstanding the objection he raised last year, to establish a board to revise his own actions. Although the Commissioner was very much like the lady who “ne’er consenting, consented,” nothing but good would result from his proposal. In the first place he knew that in the past the pastoral tenants had had no cause to complain of the action of the Commissioner, but now the Commissioner would have a freer hand. Instead of as in the past going out of his way to get people to fulfil the covenants of their agreements the Commissioner could cancel a lease where he found that he was frustrated by people who would not comply with the conditions. The proposal to establish a tenants’ relief board was a good one, and would be in the best interests of the public. It was a pity that the Kingston Government had not the honor to introduce the Landlord and Tenant Act, which the leader of the Opposition carried through the House. What a glorious opportunity the Premier missed when he allowed Sir John Downer—this rank Tory, this enemy of the people—to carry a Bill giving this great boon to the private tenants of the colony. If the Premier had achieved any praiseworthy act like this he doubtless would have proclaimed it from one end of the colony to the other, and when addressing the vast multitudes that assembled to meet him he would have had one thing that he could with truth have taken credit for. He fancied he heard him blowing that brazen trumpet of his loud, long, and shrill, and haranguing the people in this style: —“See what I have done for the landlord-oppressed tenants of this fair land. I have rescued them from the worst of all slavery—the slavery begotten of landlordism. I have taught those blood-sucking landlords a lesson. My mission on earth is to redress the wrongs of the people whom I have the honor and privilege to serve. I have put my hand to the plough, and there is no turning back. I still hope with your support and assistance to achieve yet further reforms in the cause of humanity.” Mr. Kingston might, and doubtless would have said all this if he had been the author of the Landlords and Tenants Act instead of the much maligned Sir John. The Commissioner stated that the appointment of the Central Land Board was a measure of economy, but it was the most peculiar measure of that description he had ever heard of. Clause 43 said :“ The Central Pastoral Board may deal with unstocked country and lands contiguous to unstocked country the leases of which have expired, and which the Commissioner may certify it is desirable to offer in connection with unstocked country, and lands which have been offered but not allotted by the Pastoral Board.” Before the lands could be offered their carrying capacity would have to be ascertained, and how could it be ascertained by a board who had never seen them? (The Commissioner of Crown Lands—“We have officers who know the capacity.”) How a board sitting in Adelaide could value a run 400 miles distant, and which they had never seen, he did not know. The improvements deteriorated in value, and no body of men could value them without inspecting them. He would not, however, throw any obstacle in the way, and if the Commissioner could show him how men who were ignorant of the condition of the improvements could safely value them he might be able to support the proposal. He thought the Government should allow the holders of agricultural lands to surrender and have similar concessions as the pastoralists. He moved an amendment to this effect last year, while his colleague, Mr. Catt, tried to get the Commissioner to allow the boards to assess the land at less than it was now valued at, and certainly at not over that amount if good cause could be shown. He could not understand the unblushing effrontery of the Government, and especially the Premier, in advocating treatment for the pastoralists which they would deny the farmer. In conclusion he said he would not have spoken but to point out the great injustice that had been done by Sir Jenkin Coles’s amendment and its acceptance by the Government. Their own proposition was bad enough, but it was not nearly so bad as when amended by Sir Jenkin. He trusted that they would deal in a rational way with the land laws and give the Commissioner power to reduce rents where it was shown that people were unjustly rated.

Mr. MOULE secured the adjournment of the debate till the following Thursday.