ls very significant pro-e question of policy of iment belongs not to d or in body w Cauzeil the ective which whole bbe people." ions favored the pay. a would become law. vote for it. He hoped 3iff. There should be Legislative Assembly d that the question ; at the next elections. seconded the amend. ker had proved conted between the two the Bill had not been and thus saved the Bill was for the tion of the Act, that it was undepayment of members s. It appeared to him articularly as to the is of the Legislative rould point out that in Victoria was paid, Assembly here being not spoken decidedly ive Council should the matter should be they would be able to payment of members members would then at an expenditure of ould then be able to the system, (Hear,

would support the loubt that the conwhether payment of When the Bill was ognised there was a ents used against it d it was understood ions would have the n to their opinion in e Bill would be deat to deal with the ich of faith to the te against the Bill, the Council should ot between the two h he had come to the made. He would,

he did not want to the seconder, and he stion. As far as his stion, certainly an under-Whether the Counig out of that underar as expediency was assed at the present sayment of members ny were not opposed paid. Were it not ie Houses he would

id the Council had on the subject and rs in favor of both his so-called compact d to him that it was in favor of the Bill. uncil would again be of their constituents e were many advan-m this Bill, and the selon if the country the exigencies of the House of Assembly the Council. He

XINE said the House ' means justified in ce the Council to on there had been a of the Council, and ng given way during m certain matters, e which should have could not agree to

it the time the Pay iscussion, he urged i there should have

PARLIAMENTARY DEBATES, NOVEMBER 26, 1889. 1689 been a dissolution in order that members might be elected under its provisions. A member was not likely to be altered in his political leanings whether he was unpaid or was paid £200 or £2,000 s year. Hon, members might torture this question as they liked, the procession of time did alter circumstances, for 9 procession of time did alter circumstances, for 9 members who have been elected since the passing of the Payment of Members Act to the Council and 2 to the Assembly have discovered at the hust-ings that their constituencies were in favor of payment of members. Common sense taught the electors that the power of the purse had not lost its influence, and that they might be more fully repre-sented if they paid the members who represented them. In addition the fast remained that many who would be condidates were not able to hecome would be candidates were not able to become such because they could not devote their best services to their country on account of their limited means. The oligarchy of this colony managed to neutralise the effect of payment of mem-bers last election, and if this Bill was rejected it would to a cortain extant have the same effect at the coming election. It hon, members found that the country was opposed to the passing of this Bill it would be

was opposed to the passing of this bin is would be open to them to get it repeated after the next elec-tion. (Hear, hear.) Hon, members supposed to be wealthy were very ready to let it be known that they did not appropriate the £200 a year to themselves, but how did they know that these so called applications of their Parliamentary honorarium did not take the place of other sums that they night have been very well able to give ? To put it in the mildest form, publishing these appropriations was not complimentary to their own good taste or to those constituents who chose to elect poorer men to represent them in the Legislature.

He would vote for the second reading of the Bill. The Hon, W. COPLEY said he fully remembered the circumstances under which the Acb was passed, as he had just come from the hustings where it was clearly shown that the people were in favor of payment of members. The compact however, was agreed to by both Houses, and it should be adhered to. He felt bound to oppose the Bill, as it was an improper one. He would vote for it at a proper time, but he was very sorry that the Ministry should have thought fit to in-

sorry that the Ministry should have thought fit to in-troduce the Bill at the present juncture. The question was put in the form "that the word 'now' proposed to be struck out stand," and was de clared negatived. The MINISTER, of EDUCATION called for a division, which resulted as follows:--AYBS, 4--The Hons, A. Campbell, G. W. Gotton, S. J. Magarey, and the Minister of Education (teller), NOES, 16--The Hons, A. R. Addison, J. H. Angas, J. Bosworth, W. Oopley, J. Darling, A. Hay, D. Murray, J. Y. O'Loghlin, J. G. Ramsay, M. Salom, W. K. Slimma, A. M. Simpson, S. Tomkinson, J. Warren, W. A. E. West-Erskine, and R. O Baker (teller). Majority of 12 for the Noes.

The amendment to insert the words "this day six months" was then carried.

OROWN LANDS ACT AMENDMENT BILL.

Second reading. Second reacher. The MINISTER of EDUCATION (Hon. J. H. Gor-don) moved the second reading of a Bill for an Act to Amend the Grown Lands Act of 1888 and for other purposes. It was chiefly to rectily certain slips which had been made in the 1888 Act. Section 41 of that Act over which there was so much discussion and considerepeal. Clause 5 of Part II stated that the rent fixed under section 4 of the principal Act should be charged as from the council it was proposed to repeal. Clause 5 of Part II stated that the rent fixed under section 40 of the principal Act should be charged as from the expiration of the third year from the date of the original greement or lease; but the person obtaining the lease in exchange should be credited with the following amounts :-- '1. As to the purchase-money or purchase money and rent for such lands except the first deposit of 10 per cent. If the person surrendering shall have elected to take a and period surrendering shall have elected to ease a lease with a right of purchase, he shall in like manner be oredited as against rent with the amount so paid as aforesaid, (except his first deposit of 10 per cenn.), and in the event of his exercising his right of purchase be-tore the amount so credited shall have been exhausted, he shall be oredited with the balance then remaining he shall be credited with the balance then remaining unappropriated as against the purchase-money for such lands: Provided that in either case such oredit shall not cover more than 20 years' rental of such land according to the rate fixed by the land board. 2. As to the other landssurrendered — The person surren-dering shall be credite das against rent, or as against rent and purchase-money (as the case may require), with all money paid to the Crown as shall be in scess of 10 new neeth on the appoint at which he was of 19 per cent, on the amount at which he was

originally entitled to purchase the land : Provided that no such credit shall be given unless all moneys that no such oredit shall be given unless all moneys payable for the lands held by guch person in respect of the first three years' occupation of such lands shall have been previously paid; nor shall any such credit be given contrary to the terms of the proviso to subsection 1." It would be seen that it was pro-vided that the credit should not over more than 20 years rental, thus preventing persons holding land free for ridiculously long times. Clause 6 pro-vided. "Any person holding land under agreement with the right of purchase, selected before 'The Grown Lands Act, 1889, 'came into operation, may, witbin 12 months from the passing of this Act and in manner provided by regulations, apply to the Commissioner to reduce the price which he has agreed to pay, who shall submit such application to the land hoard for the district; and, on their recommendation, may re-duce the purchase money; but in all other respects the agreement shall remain in force, and any previous the agreement shall remain in force, and any previous payments on account of purchase-money shall remain to the oredit of such person." While clause 7, which was an important one, stated :--"The crediting of any moneys as aloresaid shall not in any case confer any personal right or claim to such moneys, and the such so credited shall be applied only as against ront and purchase-money, or rent (as the case may require), as hereinhefore provided." Part III of the Act was the partien which might passibly encounter erms opned as hereinbefore provided." Part III of the Act was the portion which might possibly encounter some opposi-tion from members of the Council. It was though by the Government that two portions of the waste lands of the Grown, on which at present no set&lement existed, and on which there was not likely to be any settlement, might be fairly experimented on with a view of inducing settlement. The lands were described in achedule 3. They were rough lanas in the south-cast and on the west coast. The land in the couth cast were near the Plurgove choing he has Were described in noncontes. They were rock, the land in the south-east and on the west coast. The land in the south-east and on the west coast. The land in the south-east may be a source of the land of the land lisved, and the other was in the vicinity of Fowler's Bay. The land would be let on the selection before survey principle, subject to certain coaditions Clause 16 erjoined personal residence. It stated— "Every lease granted under this part of this Act shall contain a covenant by the lesse to personally reside on such land for six months at the least in every year of the term, and every such lease shall also contain such right of re-entry and such other terms and con-ditions, not inconsistent with the provisions of this Act, as the Commissioner may see fit to impose." Clause 17, which provided that the lessee on making certain improvements should be entitled to a grant of 300 acres for homesteads. statod.--"Kvery lense granted under this part of this Act shall contain a provision that if after the expiration of six years from the commencement of the lease, the lease shall apply to the Commissioner mat an area not exceeding apply to the Commissioner that an area not exceeding 220 acres of the land comprised in his lease may be granted to him in fac-simple, and shall prove to the satisfaction of the Commissioner that he has observed and performed all the covenants and conditions of his lease, and that he has made permanent improvements to the value of £1 per acre on the area so applied for to the value of the per acts on the area so applied for, and that such improvements are then existing and of such value he shall, on payment of the prescribed fee for the grant, and the cost of the survey of the land included therein. he entitled to a grant in fee-simple of the lands so applied for in one block, to be selected by him in accordance with and subject to the regula tions, and a proportionate abatement shall thereupon be allowed in the rent for the remainder of the lands included in his lease, and residence on the land so granted shall be deemed to be residence on the land included in such lesse. The cost of the survey shall in every case be fixed by the Commissioner at a sum in every case be niced by the Commissioner at a sum not exceeding the actual cost, but the survey may be made by a licensed surveyor employed by and at the cost of the lesses, such survey to be approved by the Surveyor-General." We had millions of acres of waste land which would not be settled unless we offered extra inducements to not be settled unless we offered extra inducements to people to take them up. The Government proposed this scheme as an experiment He would point out that clause 21 provided that "the Commis-sioner may, in all cases where he deems it desixable or expedient in the public in-terests, refuse any application, or may at any time, either permanently or temporarily, withdraw any lands from selection or lease under this part of the Act, and may lease the same for any term of years, and snow each terms as he may think fit. Provided Act, and may lease the same for any term of years, and upon such terms as he may think fit Provided that is every such lease there is contained a proviso for resumption by the Commissioner at any time after the expiration of three months' notice." Part IV. provided for the erection of rabbit-proof boundary fences. It was impossible to overesti-mate the danger of the colony from vermin, the iojury being almost incredible. The Government proposed to advance loane to district councils for the surmes of argenting these fences on the line dividing purpose of erecting these fences on the line dividing

PARLIAMENTARY DEBATES, November 26, 1889.

any lands from the adjoining Grown lands, such loans of to be regald by ten annual equal instalments without interest. These were practical suggestions to which he hoped the Oouncil would agree. The miscellaneous provisions did not contain many clauser requiring dis-outsion. Clause 46 provided that in deciding between applicants for blocks of land preference should be given to the applicant who agreed to take the land on personal residence conditions. He would draw atten-tion to clause 49, which seld :---'' Notwithstanding anything contained in Part IV. of the principal Act leases of pustoral lastermination of the last previous explanation or determination of the last previous lease; and the outgoing lesses shall have the same rights and be subject to the same obligations as he would have hed and been subject to an extering pastoral lease may be offered for sale after the explanation or determination of the last previous lease; and the outgoing lesses shall have the same rights and be subject to the same obligations as he would have hed and been subject to under the prin-cipal Act if the new lease had been sold or offered for sale previous to such expiration or determination: Provided that in cases ware the leases of any blocks of land which are contiguous to each other expire at different periods of time the Commissioner may, when he considers it advisable in the public interest, grant to the outgoing lesses a further lease for a term not exceeding three years at an annual rendal to be fixed by the Commissioner, and not being less than the annual rental paid under the previous lesse." This was that deals with in clause 60, which provided that "sotion 58 of the principal Act shall be read as if the following proviso ware added at the end thereof: ' Provided also that where two or more blocks have been purchased by the same person and are occupied as one run the lesses may surrender the lease of such blocks and obtain one lease in lisu thereof; and with the consent of the Commissioner the improvements mode ac any lands from the adjoining Grown lands, such loans blocks and obtain one lease in let thereof; and with the consent of the Commissioner the improvements necessary to entitle the lesses to repayment of the said deposit of 10 per cent. may be made on any parts of the land included in such lease." These would be found au improvement to the provisions relaking to pastoral lesses. The clauses he had alluded to were the principal new provisions in the Bill, which he hoped would be agreed to. On the motion of the Hon, W. COPLEY the debate was adjourned till the following day.

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was adjourned till the following day.

WATER CONSERVATION ACT AMENDMENT BILL. Consideration in committee of amendments by

Thouse of Assembly. The amendments having been formally brought before the committee, progress was reported, and she committee obtained leave to sit again next day.

LOCAL COURTS ACT AMENDMENT BILL.

Second reading. The Hon. R. O. BAKER, in moving the second reading, said he wished particularly to draw athen-tion to clause 2, which provided as follows:--"It shall not hereafter be necessary, before applying to any local court or special megistrate for an ex parts any local courts or special maginizate for an exparise order, to attach debts due to a judgment debtor, au provided by section 16% of the 'Local Courts Act, 1836,' to summon the judgment debtor, as provided by section 162 of the said Act; but a local court or special magistrate may grant such order for attach-ment upon the judgment oreditors satisfying such ocurts or special magistrate that a sum of money capable of being attached is in the hands of the pro-posed garnishes, payable by him presently or at some future time to the said judgment debtor. Upon any such order being obtained the proceedings thereon shall be in all respects the same as it the judgment debtor had been duly summoned and judgment debtor had been duly summoned and had been examined, and an order made pursuant to section 164 of the said Local Courts Aco. 1886." Olause 3 provided that certain magistrates may in cer-tain cases order proceedings to be transferred to another court. The wording of the clause was as for the time being of the court where such action shall have been commenced a jury cannot conveniently be obtained, or unnecessary expenses would be incurred busines, of undecessary expended would be indurred in summoning a jury, such special magistrate may ab any time, in the exercise of his own discretion or upon the application of either party, order such case to be heard and determined at such other local court where, head and determined at such other local court where, in his opinion, a jury can be more conveniently or in-expensively summoned, and thereupon all proceedings in respect of such action shall be transferred to the local court named by the special magistrate in such order, sind notice of trial shall be sent to the parties in such action by the clerk of the court to which such proceedings shall have been transferred. Any addi-tional costs incurred by other party incidental to the transfer of such proceedings shall be in the disorbion of the special magistrate making such order or the of the special magistrate making such order, or the court at the hearing of the case." Clause 4 provided that-" Nonetionshalt be brought or claim for damages

made against any bailiff or assistant bailiff of any local court by any daimant of goods or chattels taken in excention, except for negligence in excenting the warrant; and nothing in the said Local Courts Act shall give to any daimant whose goods or obstels shall be taken in excention any claim against the excention creditor for damages in respect of such column effort for the word burn of courts of such seizure other than he would have at common law." The Bill would relieve several disabilities under which parties to suits in local courts suffered at the present time.

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The Hon. M. SALOM said he feared the third clause might give rise to difficulties, and he would like some further elucidation of its provisions. The Hon, J. H. ANGAS thought the difficulty might

be overcome if "or" was changed into " and" in line 5 of clause 3.

The Hon, J. G. RAMSAY said he could hardly agree to the power which would be conferred by clause 4. He thought an alteration should be made in committee.

The Hon. B. O. BAKER said if negligence were shown the balliff would be liable, while the clause did not take away the right of action from the execution not bake away the right of a bolin from the extension creditor, who should not be liable for the acts of a public officer. It placed the law with regard to the ballift on exactly the same footing as the sheriff. The Bill was then read a second time.

In committee,

Clause 2. Garnishee. The Hon. J H. ANGAS moved to strike out the word "or" and to insert the word "and." The Hon. R. O. BAKER thought it would be better

to allow the clause stand as it was in the Bill. If a defendant wanted a jury, and one could not be ob-tained, he should certainly have the right to apply to have the case tried in another court.

The Hon, J. H. ANGAS thought they should not allow the magistrate to remove the case to another court arbitrarily as the parties to the suit should be consulted.

The amendment was agreed to, and the clause as amended passed, Glauso 4. Interpleader restricting claim for

The Hon, J. G. RAMSAY thought they should not

The Hon, M. SALOM said the latter part of the clause did not prevent the owner from seeking his remedy, which was still retained to him under common law.

The MINISTER of EDUCATION (Hon. J. Gordon) said the latter part of the clause did not shield the executing creditor from any mistake made by him-self, but from any mistake made by the bailiff. Olause agreed to.

The Bill was reported, the report was adopted, and the third reading fixed for the following day.

PAPER.

The MINISTER of EDUCATION (Hon, J. H. Gordon) laid on the table :--By command-

Public Works report for year ended June 30, 1889.

ADJOURNMENT.

The Council at 6.4 p.m. adjourned till the followday at 2 p.m.

HOUSE OF ASSEMBLY.

TURSDAY, NOVEMBER 26.

The SPRAKER took the obsir at 2 o'clock.

PETITION.

Sir E. T. SMITH presented a pedition from residents of Balliol and Rugby streets, College Park, praying that the Adelaide and Payneham Tramways Bill might be either referred to a Seiscel Committee, amended, or rejected.

AMENDMENT OF RAILWAY COMMISSIONERS AOT.

The OHIEF SECRETARY (Hon. Dr. Cockburn), in reply to Mr MATTINSON, said the Government had no intention of proposing any alteration in the Rail-

Bo Highedro of proposing and account in the interval way Commissioners Act whis session.
Mr. MATTINSON-II i introduce a Bill for the pur-pose will the Government support it?
The CHIEF SECRETARY (Hon. Dr. Cockburn)-

The Government will deal with the question when it ariaes.

REMOVAL OF GRASS AND OTHER HERBAGE ADJOINING RAILWAY LINES. The COMMISSIONER of PUBLIC WORKS (Hop. J.

H. Howe), in answer to Mr. ROUNSEVELL, said he would consult the Railway Commissioners as to the imme-diate removal of grass and herbage adjoining railway Mages.

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