# CROWN LANDS ACT AMENDMENT BILL - PART III 1889

**LEGISLATIVE COUNCIL, November 26 1889, page 1689**

## Second Reading

The MINISTER of EDUCATION (Hon. J. H. Gordon) moved the second reading of a Bill for an Act to Amend the Crown lands Act of 1888 and for other purposes. It was chiefly to rectify certain slips which had been made in the 1888 Act. Section 41 of that Act over which there was so much discussion and considerable opposition 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 agreement or lease; but the person obtaining the lease in exchange should be credited with the following amounts:—“l. As to lands now or originally held under agreement for purchase — If the person surrendering shall have elected to take a perpetual lease, he shall be credited as against the rent payable under the new lease with the whole amount paid to the Crown for or in respect of 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 lease with a right of purchase, he shall in like manner be credited as against rent with the amount so paid as aforesaid, (except the first deposit of 10 per cent), and in the event of his exercising his right of purchase before the amount so credited shall have been exhausted, he shall be credited with the balance then remaining unappropriated as against the purchase-money for such lands : Provided that in either case such credit 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 lands surrendered—The person surrendering shall be credited as 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 excess of 10 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 payable for the lands held by such 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 provided that the credit should not cover more than 20 years rental, thus preventing persons holding land free for ridiculously long times. Clause 6 provided—"Any person holding land under agreement with the right of purchase, selected before ‘ The Crown Lands Act, 1888,’ Came into operation, may, within 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 board for the district; and, on their recommendation, may reduce the purchase-money ; but in all other respects the agreement shall remain in force, and any previous payments on account of purchase-money shall remain to the credit of such person” While Clause 7, which was an important one, stated :—"The crediting of any moneys as aforesaid shall not in any case confer any personal right or claim to such moneys, and the sums so credited shall be applied only as against rent and purchase-money, or rent (as the case may require), as hereinbefore provided." Part III of the Act was the portion which might possibly encounter some opposition from members of the Council. It was thought by the Government that two portions of the waste lands of the Crown, on which at present no settlement 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 schedule 3. They were rough lands in the south-east and on the west coast. The land in the south-east was near the Pineroo station, he believed, 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 conditions Clause 16 enjoined personal residence. It stated—" Every lease granted under this part of this Act shall contain a covenant by the lessee 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 conditions, 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 320 acres for homesteads, stated—"Every lease granted under this part of this Act shall contain a provision that if after the expiration of six years from the commencement of his lease, the lease shall apply to the Commissioner that an area not exceeding 320 acres of the land comprised in his lease may be granted to him in fee-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, 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, be 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 regulations, 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 lease. The cost of the survey shall in every case be fixed 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 lessee, 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 people to take them up. The Government proposed this scheme as an experiment. He would point out that clause 21 provided that "the Commissioner may, in all cases where he deems it desirable or expedient in the public interests, 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 upon such terms as he may think fit Provided that in 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 overestimate the danger of the colony from vermin, the injury being almost incredible. The Government proposed to advance loans to district councils for the purpose of erecting those fences on line dividing any lands from the adjoining Crown lands, such loans to be repaid by ten annual equal instalments without interest. These were practical suggestions to which he hoped the Council would agree. The miscellaneous provisions did not contain many clauses requiring discussion. 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 attention to clause 49, which said:-“Notwithstanding anything contained in Part IV. of the principal Act leases of pastoral lands not at the time subject to an existing pastoral lease may be offered for sale after the expiration or determination of the last previous lease; and the outgoing lessee shall have the same rights and be subject to the same obligations as he would have had and been subject to under the principal Act if the new lease had been sold or offered for sale previous to such expiration or determination; Provided that in cases where 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 lessee a further lease for a term not exceeding three years at an annual rental to be fixed by the Commissioner, and not being less than the annual rental paid under the previous lease." This was a matter introduced by Mr. West-Erskine, as also was that dealt with in clause 50, which provided that "section 58 of the principal Act shall be read as if the following proviso were 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 lessee may surrender the leases of such blocks and obtain one lease in lieu thereof; and with the consent of the Commissioner the improvements necessary to entitle the lessee to repayment of the said deposit of 10 per cent may be made on any part of the land included in such lease.'" These would be found an improvement to the provisions relating no pastoral leases. 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.