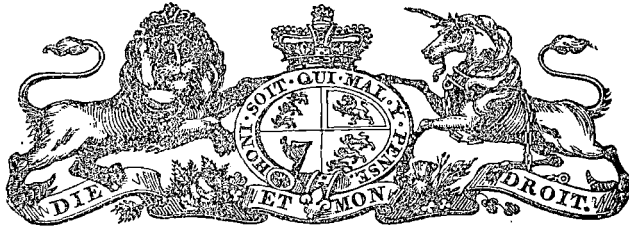


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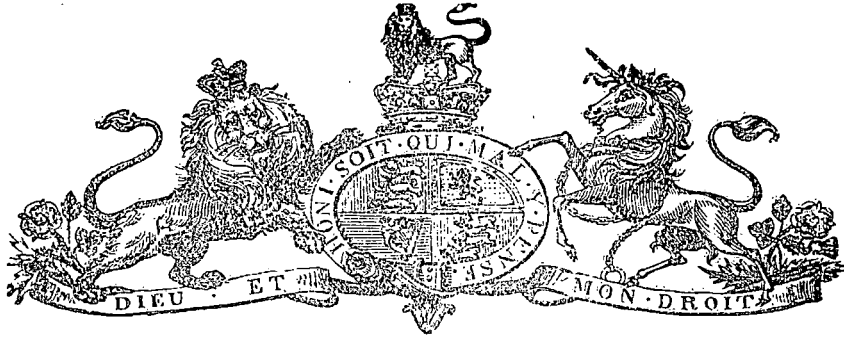
PARLIAMENT OF TASMANIA.

BARK-STRIPPING LICENCES:

CORRESPONDENCE.

Return to an Order of the House of Assembly. (Mr. Lyne.)

Laid upon the Table by the Minister of Lands, November 11, 1886, and ordered
by the House of Assembly to be printed, November 12, 1886.



PAPERS and Correspondence between Mr. Hepburn, Mr. John Meredith, the Deputy Surveyor-General, and the Crown Bailiff (Mr. Morris), in connection with the issue of Licences to strip Bark on Crown Land under Lease to Mr. Robert Hepburn, in Glamorgan.

HEPBURN'S CASE.

THE action of the Department has been called in question on two distinct matters—
1. Meredith's applications. 2. Bark Licences.

Meredith's Applications.

These applications are in the names of John Meredith, T. W. Grueber, and Clara Meredith ; the latter was put in some nine months later than the two first, and subsequent to the cancellation of Mr. Hepburn's application for the same land.

Soon after these applications were made, a letter was written to the Department stating that this land contained tin ore, and a sample of metallic tin was sent purporting to have been smelted from ore obtained in the locality. Enquiries were made by the Mines Department, but the writer could not be found ; no tin could be obtained ; and it was stoutly affirmed by Mr. Meredith that the plot was concocted to stop his application. The next move came from Mr. Joseph Johnson, of Campbell Town, who wrote as Bailiff of Crown Lands, to say that the land was not fit for agriculture ; but as Mr. Johnson's opinion had not been asked, and he was suspected of having had something to do with the tin affair, his note was not considered. Mr. Dooley made the next move by calling for all the applications in Glamorgan to be laid on the table of the House of Assembly. After waiting a month, Mr. Dooley said he had been imposed upon ; the persons on whose representations he had taken action had not come forward, and he therefore authorised the papers to be returned. Meredith's applications were then proceeded with. Hepburn had applied for the land now held by Clara Meredith, and as his application is under the 24th section, he cannot consistently say that the land is unfit for agriculture. He was asked to pay survey fee, but failed to do so within the prescribed time. He was written to on the subject, but almost immediately afterwards Clara Meredith's application came in, and Hepburn's was cancelled for nonpayment of survey fee, the time being three months over. Hepburn did enquire as to road, and was told that the surveyor would attend to that. When the plans came in a tracing was sent him of the road reserved, when he objected, and wished another route. The surveyor was referred to, and on his representations the surveyed road was adhered to. The tracing sent Hepburn was retained ; it belongs to this office, and is necessary to complete records.

Hence it will be seen that Meredith's applications were not set aside, although every opportunity was afforded objectors to do so. Hepburn's application was rejected, or rather cancelled, for noncompliance with regulations.

Bark Licences.

A pastoral licence does not exempt land from the operation of other licences, nor has the holder any preferential rights. A pastoral lessee is not allowed to cultivate except for his own consumption, and the Act clearly places him in possession of pastoral rights only.

It was never intended that a lessee, on payment of a few shillings for licences, should have power to sell £100 worth of bark, as Mr. Hepburn intended to do. Some time ago the pastoral tenants were warned by advertisement that they were not entitled to the wattle bark growing on their lands. Both the Act and Regulation permit the issue of licences in respect to leased land if the Commissioner gives his consent. The practice in this Department, when an application to strip bark from leased land is received, is to ascertain first whether the rent has been paid, and if it is found that the rent is in arrears the pastoral tenant is considered to have forfeited all claims to consideration.

In this case Mr. Meredith made enquiries whether Mr. Hepburn had paid his rent, and was informed that it was 12 months in arrears, and, unless paid, the licence would be forfeited amongst the next batch. Mr. Meredith wanted to lease the land himself, but was told he could not do so,

since, if the lease were cancelled, the lot would be put up for auction. He then mentioned the bark, and asked if the lessee could take it; he was informed that he had no preferential right to it. Subsequently Mr. Hepburn paid six months' rent, leaving six months' still unpaid; he applied for and obtained licences to cut bark. Mr. Meredith then applied for licences and was refused by the Collector at Swansea, who seemed to share Mr. Hepburn's delusion as to the rights of the pastoral tenant. Ultimately Mr. Meredith obtained his licences. The Crown has nothing to do with any dispute that may arise as to the ownership of bark already stripped; so long as the trees are standing unstripped they are Crown property. When the bark is stripped by virtue of a licence the disputants, if any, should settle matters in the ordinary procedure of a police court. Any number of persons may obtain licences for the same land, as these licences simply authorise the holders to strip what bark they can find.

As to Hepburn's claims to consideration, there is not the slightest doubt his rent is in arrears. It is true the Treasury issued, in error, a receipt for rent up to April next, and that they have notified the error to him; but the fact remains that the previous half-year's rent has never been paid. In the past this rent was not properly paid: the land was let to Messrs. Hepburn and Amos, and the last rent was paid up to April, 1883, when it was included in list of defaults. Mrs. Amos tendered her half of the rent, but was refused, and in August, 1883, the licence was cancelled. In October, 1883, it was let to Mr. Hepburn. Thus it will be seen that Mr. Hepburn was not entitled to be placed in the position he covets, and be enabled to recoup himself for the rent by the sale of the bark. Messrs. Hepburn and Meredith should be left to settle their disputes without the intervention of the Government.

CHAS. P. SPRENT, *D.C.C.L.*
6. 1. '86.

Council Chambers, Swansea, 23rd October, 1885.

SIR,

I AM informed by Mr. Robert Hepburn, of Belbrook, that Mr. John Meredith, of Cambria, has some men (two) employed barking wattles on the block of Crown land leased by the said Mr. Hepburn from the Crown, 4400 acres, for which he pays £44 per annum rent.

Those men have not received (nor applied for) any licences from me. Mr. Hepburn applied for a licence to strip wattle-bark on the land, but, as he leased it from the Crown, I told him that I could not issue a licence without special permission from you. I am told that the men are not barking on any land selected by Mr. Meredith, but on the block of 4400 acres leased by Mr. R. Hepburn. As Mr. R. Hepburn cannot obtain a licence himself, he naturally objects to others being allowed to strip bark on the land. My object in writing you is to know what course had best be adopted. There is not a Crown Bailiff here. I only have issued licences, but am not a Crown Bailiff, nor can I consent to act as such.

May I respectfully solicit an early reply.

I have, &c.

E. A. MORRIS, *Collector Timber Licences.*

The Commissioner Crown Lands, Hobart.

Crown Lands Office, 27th October, 1885.

SIR,

I HAVE to acknowledge your letter of the 23rd instant, and, in reply, to inform you that a licence may be issued to Mr. Hepburn. Mr. Meredith has been written to.

I am, &c.

CHAS. P. SPRENT,
Deputy Commissioner Crown Lands.

MR. E. A. MORRIS,
Council Chambers, Swansea.

Lands and Works Office, Hobart, 26th October, 1885.

SIR,

I HAVE been informed that two men in your employ are stripping wattle-bark without licence upon the land leased from the Crown by Robert Hepburn. My informant states that he believes these men are not upon the land recently selected, but upon the Crown lands. Please inform me of the facts, as I am unwilling to believe that my information is correct.

I am, &c.

CHAS. P. SPRENT,
Deputy Commissioner of Crown Lands.

JOHN MEREDITH, *Esq., Cambria.*

Cambria, Swansea, 28th October, 1885.

SIR,

I HAVE the honor to acknowledge the receipt this morning of your letter on the other side, and in reply I beg to state that on 19th instant I applied at Police Office, Swansea, for two licences to strip wattle-bark on that portion of Lot 148, Wye River, not selected. Mr. E. Morris, the Clerk, was absent from the district on leave, so that I could not obtain the licences that day, but left £1 with the policeman in temporary charge of the office; also names of the two men, and pointed out on the office chart the land. The following day my overseer visited these men, when they declared they would not go on with the job, as the bark would not strip; and they did not strip any more, and have left. I communicated the fact as soon as possible to Mr. E. Morris on his return, and told him it was no use my taking out a licence, as the men would not go on; and he returned me the amount I had lodged in Police Office.—[See Mr. E. A. Morris's Memo. when the £1 was returned.]

In conclusion, I beg to express my thanks to you for giving me the opportunity of putting facts before you. The men did strip about 28 bundles of bark.

I have, &c.

J. MEREDITH.

Deputy Commissioner of Crown Lands, Hobart.

£1 returned to John Meredith, Esq., amount tendered for two licences to strip wattle-bark.

E. A. MORRIS.
21. 10. 85.

Crown Lands Office, 12th December, 1885.

MEMO.

You will be good enough to issue to John Meredith, Esq., on application the necessary licences to strip and remove bark from the 4000 acres of land situated between the Wye and O'Connor Rivulets, and at present leased to Mr. Robert Hepburn.

C. P. SPRENT, *Deputy Commissioner Crown Lands.*

Mr. E. A. MORRIS, Crown Bailiff, Swansea.

TELEGRAM.

Swansea, 14. 12. 85.

REPLY to letter ninth (9th) urgently requested. Men waiting commence work.

CHARLES P. SPRENT, *Deputy Surveyor-General.*

JOHN MEREDITH.

TELEGRAM.

Swansea, 16. 12. 85.

COLLECTOR refuses licences. Seven men ready commence work. Please instruct immediately issue of licences, or I shall sustain considerable loss.

Commissioner Crown Lands.

JOHN MEREDITH.

TELEGRAM.

Swansea, 16. 12. 85.

IN *re* your letter twelfth (12th). Mr. Hepburn applied for licences before I received your letter. Must I issue licences to both parties? It would not be just. Reply.

Deputy Commissioner Crown Lands.

E. A. MORRIS.

TELEGRAM.

16. 12. 85.

ISSUE licences to both parties. Hepburn owes six months' rent. The half-year's rent due in April was not paid until October, and none has been paid since.

E. A. MORRIS.

C. P. SPRENT.

TELEGRAM.

16. 12. 85.

COLLECTOR has been wired to issue licences. He should not have refused.

JOHN MEREDITH.

C. P. SPRENT.

Cambria, Swansea, 9th December, 1885.

SIR,

I HAVE the honor to apply for permission to strip and take away wattle-bark on the land rented by Mr. Robert Hepburn, about 4000 acres, and situate between the Wye and O'Connor Rivulet. An early reply, authorising me to obtain licences at Swansea, will oblige.

I have, &c.

Hon. Minister of Lands.

JOHN MEREDITH.

Crown Lands Office, December 12, 1885.

SIR,

I BEG to inform you that your application for permission to strip and remove bark from the land rented by Mr. Robert Hepburn is approved of, and Mr. E. A. Morris has been instructed to issue to you, on application, the necessary licences.

I have, &c.

JOHN MEREDITH, *Esq., Cambria.*

CHAS. P. SPRENT, *D.C.C.L.*

TELEGRAM.

Swansea, 16. 12. 85.

MR. Meredith has applied for licences. Must I issue to both? if not, to whom? Hepburn's application reached me first, and he leases land.

Deputy Commissioner Crown Lands.

E. A. MORRIS.

Crown Lands Office, December 17, 1885.

SIR,

I FANCY you are under a mistaken notion as to the rights of a lessee in regard to timber licences. You will see them distinctly set forth in the Regulations enclosed.

A licence to strip does not confer any right to the whole of the bark on a particular run; quite the contrary. The Crown may issue any number of licences for one spot; they simply permit the holders to strip any bark they can find growing there. If any dispute arise as to the rights of the strippers to any particular portion of the bark they must settle it in the ordinary way.

Had Mr. Hepburn regularly paid his rent he might have fairly objected to other people stripping bark on his run; but, as I have already intimated to you by wire, the rent from October last has not been paid, and according to the Waste Lands Act the pastoral licence is liable to forfeiture; it is included in a list about to be advertised.

CHAS. P. SPRENT, *D.C.C.L.*

E. A. MORRIS, *Esq.*

Council Chambers, Swansea, 18th December, 1885.

SIR,

I HAVE duly received your letter of the 12th instant, authorising and instructing me to issue bark licences to Mr. Meredith for Lot 418, Wye River. As intimated by my wire of the 16th instant, I duly received an application for licences for Mr. Hepburn the day before I received your letter. The day following Mr. Hepburn's application, Mr. Meredith called and demanded licences, which, as you are aware, I did not grant, pending a reply from you. On receipt of your reply instructing me to issue licences to both parties, and telling me that Mr. Hepburn owes six months' rent, I issued licences to Mr. Meredith. Yesterday Mr. Hepburn called and shewed me a *bonâ fide* receipt, dated 6th October last, for six months' rent of the Lot 418 from 1st October, 1885, thus making him the legal tenant of the land until the end of March next; and he complains that Mr. Meredith should be allowed to place men on his (Mr. Hepburn's) land. Mr. Hepburn intends to resist the men, believing that he is the lawful occupier of the land by virtue of the Treasury receipt.

If the receipt held by Mr. Hepburn is correct, can Mr. Meredith be allowed to strip the bark? It so happens that Mr. Hepburn has some bark already stripped, and lying on the lot at the present time.

Is it usual to issue licences to strip bark on land leased by another person?—especially when the lessee objects, as is the case in this instance.

I would be greatly obliged by an answer per return mail if such is possible.

I have, &c.

The Deputy Commissioner Crown Lands, Hobart.

E. A. MORRIS, *Collector Timber Licences, Glamorgan.*

Crown Lands Office, 21st December, 1885.

SIR,

I AM in receipt of yours of the 18th, in reference to Mr. Hepburn's leased land.

In the first place, the law as to licences to strip on leased lands is quite clear. The 67th Section of the Waste Lands Act, which authorises the issue of pastoral licences, says:—"And every such run shall at any time be liable to be sold or licensed under any of the preceding Sections of this Act, or occupied by virtue of a miner's right or licence for other than pastoral purposes, and to be otherwise alienated or dealt with under the authority of this Act."

Section 60 of "The Waste Lands Act, 1870" has been repealed, and timber licences are now issued under Section 7 of "The Waste Lands Act, 1881" (45 Vict. No. 5). The Regulations are issued under that Section, and are sufficiently explicit. They leave the issue of licences for leased lands to the discretion of the Commissioner.

When an application is made for a licence to cut on leased lands, the first enquiry is, whether the lessee has paid his rent. If the rent has not been paid, the licence to cut is authorised without more to do. Should it be found that the rent has been properly paid, further enquiries are made as to whether the granting of the licence would interfere with the lessee's pastoral rights.

In this case, as I have informed you, Mr. Hepburn has not regularly paid his rent: the receipt he holds was issued in error from the Treasury; it might bar the recovery of arrears of rent, but cannot deprive the Commissioner of his right to issue the stripping licences.

Mr. Meredith now has the necessary licences to enable him to enter upon this land, and should Mr. Hepburn resist him, I have no doubt he will take steps to have the matter settled in the proper way.

I have, &c.

CHAS. P. SPRENT, *Deputy Commissioner*
Crown Lands.

E. A. MORRIS, *Esq.*

Bellbrook, 25th December, 1885.

SIR,

I HAVE the honor to apply to you under the following circumstances. I am the lessee of Lot 418, on the Wye River, Glamorgan, containing 4400 acres, and have been so for the last ten years, and my fresh lease has about thirteen years to run, having during that time converted it into a run, fenced, &c.; and on the 27th October last I obtained from Mr. Morris, Crown Lands Bailiff of Swansea, Mr. Sprent's licences for two men to bark over this land during November. My rent is duly paid until April next.

The men stripped a quantity of bark, which is still on the run, and shortly after I made arrangements with and agreed to sell the run for barking purposes to Mr. Bond. We had not finally completed the contract, which had, however, been drawn up by Mr. Bond, stating £100 as the price, but in anticipation of doing so, I applied again to Mr. Morris for six men's licences, giving the names, and Mr. Morris agreed to issue them. My wife went for me to get them on the 15th instant, when Mr. Morris told her certainly I would get them, that I would make my mind easy, as he would grant licences to no one else over this land, and asked when I would be in Swansea, to which Mrs. Hepburn said that I expected to be there the following day, but was not well. Mrs. Hepburn then delivered to Mr. Morris my cheque for £1 10s. for the six licences, which Mr. Morris still holds.

My next neighbour, Mr. John Meredith, became aware of my selling this bark to Mr. Bond, and he negotiated with the latter to sell him what was practically my bark, and wrote to Mr. Sprent and obtained six licences for Mr. Bond's men for this same leased land. The reason appears in what Mr. Bond afterwards told me—viz., he could get that bark from Mr. Meredith at half the price I wanted.

Mr. Morris had refused Mr. Meredith these licences on his calling at the office on the 16th instant, as I hold them, and they would be over my run. This was after Mrs. Hepburn had been there the day before; but on the following morning Mr. Morris received a letter from Mr. Sprent instructing him to issue them to Mr. Meredith. Mr. Morris then telegraphed to Mr. Sprent, stating the facts, who replied that the licences could be held by both parties. Mr. Sprent could not have been thoroughly aware of the practical inexpediency, not to say impossibility, of such a course, and the effect here is an instance. My bark which was previously stripped under the two men's licences cannot be distinguished from the bark stripped by Mr. Meredith's, or rather Mr. Bond's men, who immediately began to work, and have taken the bark off only the lower parts of the trees pending this dispute, but so that it will be really unavailable to me, and it would be impossible without the services of a surveyor to apportion the land to the conflicting licensees.

All this difficulty would have been prevented by adhering to what in this district has always previously been thought to be the rule,—viz., that the lessee has the prior right to licences for the bark: in fact, no one has ever interfered with the lessee in this way before; and in this case I was the prior successful applicant for six licences, and am the lessee.

Owing to the improved price of bark I could sell it easily, and my price to Mr. Bond was a reasonable one; and, if it had not been, Mr. Meredith had nothing to do with that.

As according to the condition endorsed on these bark licences they are not to issue over leased land except by your special permission, the principle which I contend for has been recognised in your Department in favour of the lessee; and I have the honour to ask you to reinstate me in the possession of my run, so as to enable me to apply for fresh licences if necessary. I have no intention of locking up the bark.

I have already paid for the ground in question in rent, £514, besides fencing it three times through bush fires.

In proof of the foregoing facts, I have Mr. Bond's agreement in his own handwriting, and Mr. Morris's letter to me, to produce, if required; but I wish to be understood that I have nothing further to do with Mr. Bond in the matter, and that his agreement only comes incidentally into the question, to show how inadvisable is the undue interference with the lessee.

Trusting to have your favourable consideration of what I venture to say is my very hard case, being father of fourteen children, and far too old a man to be worried in this way, and under the circumstances requesting an early reply,

I have, &c.

R. HEPBURN.

To the Hon. Minister of Lands, Hobart.

Crown Lands Office, 8th January, 1886.

SIR,

RESPECTING your dispute with Mr. Meredith as to the right to strip bark on land held by you under licence from the Crown, the matter has already been explained at length in a communication to Mr. Powell, of Launceston, and also in a note to Mr. Morris.

You are quite in error in supposing that the lessee has a preferential right to licences to cut bark, and you must see how unreasonable it is to suppose that anyone by paying the rent and a few shillings in licences should be allowed to sell £100 of bark from the land.

Your lease is for pastoral purposes only. Mr. Morris has completely ignored the Land Regulations in this matter; he has no power whatever to decide who shall or shall not obtain licences, and he has somehow or other issued licences at one-half the prescribed rates. Had your rent been duly paid up the Department would have hesitated before allowing any licences to be issued, but as your rent is six months in arrears, the usual practice was followed and licences allowed.

I have, &c.

NICHOLAS J. BROWN,
Minister of Lands and Works.

R. HEPBURN, *Esq., Bellbrook.*