

(No. 126.)



1871.

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T A S M A N I A.

H O U S E O F A S S E M B L Y.

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M R . W E D G E ' S C L A I M .

R E P O R T F R O M T H E S E L E C T C O M M I T T E E , W I T H M I N U T E S O F  
P R O C E E D I N G S A N D E V I D E N C E .

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Brought up by Mr. Douglas, and ordered by the House to be printed, December  
13, 1871.



*REPORT of the Select Committee appointed, on the 30th November, 1871, to enquire into the Correspondence between Mr. John Helder Wedge and the Government, in reference to certain Roads made by the Government through the Land of Mr. Wedge, and to ascertain what Compensation, if any, Mr. Wedge is entitled to receive.*

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MEMBERS OF THE COMMITTEE.

MR. MEREDITH.	MR. MOORE.
MR. GELLIBRAND.	MR. DOUGLAS. ( <i>Mover.</i> )
MR. ROCHER.	

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DAYS OF MEETING.

6th and 8th December, 1871.

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WITNESSES EXAMINED.

J. H. WEDGE, Esq.	JAMES GRAY, Esq.
H. BUTLER, Esq.	JAMES SCOTT, Esq.
E. W. BOOTHMAN, Esq.	

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R E P O R T.

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THE Committee appointed to investigate the Claims of Mr. John Helder Wedge have considered the Evidence, and have arrived at the following conclusions:—

1. That Mr. Wedge has good cause of complaint for the injury he has sustained in consequence of the Government having made two Roads through his Lands in the year 1857.
2. That no Compensation appears to have been given in any like case until the year 1865. Your Committee therefore cannot recommend your House to grant any pecuniary Compensation to Mr. Wedge.

ADYE DOUGLAS, *Chairman.*  
12 December, 1871.

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## MINUTES OF MEETINGS.

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WEDNESDAY, 6 DECEMBER, 1871.

*Present*—Mr. Rocher, Mr. Gellibrand, Mr. Moore, Mr. Meredith, Mr. Douglas.

1. Mr. Douglas moved to Chair.
2. Mr. Wedge was in attendance and was examined.
3. Mr. Wedge's Memorial to Governor in Council read.
4. Dr. Butler in attendance.

The Committee adjourned to Friday, at ten.

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FRIDAY, 8 DECEMBER, 1871.

*Present*—Mr. Douglas, Mr. Gellibrand, Mr. Meredith, Mr. Rocher, Mr. Moore.

1. Clerk read the Minutes.
2. Henry Butler, Esq., Minister of Lands and Works, examined.
3. Mr. E. W. Boothman examined.
4. Mr. James Gray examined.
5. Mr. James Scott examined.

Draft report considered and adopted.

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## EVIDENCE.

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WEDNESDAY, 6 DECEMBER, 1871.

JOHN HELDER WEDGE, ESQ., J.P., *called in and examined.*

*By the Chairman.*—I hand in this Statement marked A. as my claim to compensation for the Government proclaiming Two Roads through my purchased land at the River Forth. It amounts to £310.

I selected this land under the Pre-emptive Right Regulations of November, 1851, in the latter end of 1852, and my application was lodged early in 1853.

No roads were at that time reserved through the lot, which was 640 acres.

There were no settlers further up the river at that time, unless possibly Mr. Clerke, who had some to the west of my lot.

After I had selected the lot, there was a delay of nearly two years before it was marked off by the Survey Department. I could not occupy it until it was marked off.

I was not aware of any roads through the lot until the upper road was marked off, and not until the contract was taken for opening the lower road, which I believe was about 1857-8.

I had cleared the land for cultivation where the lower road runs, and built two bridges.

The lower road was opened to the public about 1856-7. Mr. Stevens used my line as a road, and went through my cleared land.

The man who took the contract for opening the lower road cut it through my land, and then failed in his contract. This was about 1857.

The original road was to the west of the upper road. It was marked off by Surveyor Thomas about 1856, and altered by Surveyor Dooley on the authority of the Land Board in 1861.

This was the only road marked off when I took possession.

Two roads have been made, one to Kentisbury and the other to Alina, both of which are necessary. One would not do. These two roads have been laid out through my land. I fenced one side of the upper road, which is defined but not metalled or drained. It is so bad as to be impassable on horseback.

On both these roads the Road Trust have expended money. They were laid out by Government Surveyors under the sanction of the Surveyor-General.

In 1870 I applied for compensation. At this time the Government required me to pay for the 640 acres at £1 an acre. I thought it right to demand compensation when I was asked to pay for the land; but I was always prepared to pay.

I have cleared 300 acres of the land, and put up about five miles of fencing, besides farm buildings. Without fencing the land could not be used, as neither stock nor grain would be safe.

I am not aware of any Regulations authorising the Government to make Roads through Pre-emptive Right Lands. I believe the Government have in many cases either fenced or paid for fencing. I may instance up the Castra Road and Ulverstone; but I do not know on what tenure the lands are held.

I commenced to clear in 1856; and I should say I had 200 acres partially cleared when the road was marked off.

It is immaterial to me under what tenure I hold the land. I bought and paid for 640 acres, and I desire a grant of 640 acres.

I commenced to put up buildings before the road was marked off. They were not all put up before; but the road was an injury to the farm buildings.

FRIDAY, DECEMBER 8, 1871.

*The Hon. H. BUTLER called in.*

Produced Form of Grant, and Memo. marked "B."

*By the Chairman.*—E. W. Boothman, Deputy Commissioner of Crown Lands, was in the office in 1851. Mr. Wedge took up 640 acres at the Forth under Pre-emptive Regulations about 1856. Am acquainted with 1851 Regulations.

What course was adopted in taking roads through these lands? To have it surveyed and reserved.

Has compensation been granted for land taken for roads? No, I cannot remember a case. The Public Works may have taken roads through these lands and granted compensation, but I have no official knowledge.

Were lands adjoining Mr. Wedge's claim taken up under 1851? From memory, I should say yes.

Were roads taken through? Through other lands besides Mr. Wedge's, and compensation made by Public Works.

*By Mr. Gellibrand.*—When was notice sent to Mr. Wedge to pay? I believe the usual printed form was sent when the money was due. The two roads marked were surveyed by Mr. Thomas in 1856, and subsequently altered.

On what grounds was road through Mr. Gleadow's land made? The road was proclaimed under the power reserved in the grant deed and surveyed, but the matter was never completed. The Attorney-General said Mr. Cowie should take action under the Cross and Bye Roads Act.

*By Mr. Rocher.*—When a block is surveyed are roads surveyed? Yes; but it is impossible to ascertain always what roads are wanted, and it sometimes becomes necessary to lay them out afterwards. All purchase grants contain the reservation for roads. Grants for located lands did not contain the reservation. I think the transaction as to Pre-emptive Right Lots is closed when the application is approved. Mr. Gregson gave it as his opinion that when land was purchased under credit and the agreement signed that the Government had no power to make roads through the land other than those marked off prior to the completion of the contract.

*JAMES GRAY, Chief Clerk Public Works Department, called in.*

I have been there since 1854.

Do you know the Regulations of 1851? No.

Do you know how roads were made through Pre-emptive Right Lots in 1856, 1857, and 1858? No.

Prior to 1864 do you know of compensation being given for roads through lands? No, not prior to 1864.

Since then, do you know of compensation being paid to owners of Pre-emptive Right Lots for roads since 1864? No; but to other owners where we have taken cultivated lands, parts of homesteads or gardens, compensation has been awarded. The Public Works Bills were passed in 1865.

How did Mr. Degraives get compensation? He gave the land without compensation on condition the road was fenced by Government.

*JAS. SCOTT, Esq., M.H.A., called in.*

On looking at diagrams of this claim, I consider that the roads being taken through the land would necessitate fencing to secure the crops.

## A.

*CLAIM against the Government for proclaiming two Roads through my purchased Lot at the River Forth.*

	£	s.	d.
Land taken up by the roads, 2 miles and 20 chains, 10 acres, £3.....	30	0	0
Fencing both sides of the road 720 rods, 5s. ....	180	0	0
Depreciation of property by severance by the two roads and cutting off the frontage on the river from the bulk of the land, and rendering a narrow strip between the road and the river almost valueless..	80	0	0
Clearing half a mile of the lower road, 4 acres, £5 .....	20	0	0
	<u>£310</u>	<u>0</u>	<u>0</u>

## B.

## PURCHASE GRANT.

Vol. FOLIO

Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith To all to whom these Presents shall come Greeting KNOW YE that We in consideration of the Sum of to Us duly paid have given and granted and do by these presents for Ourselves Our Heirs and Successors give and grant unto and h heirs ALL THOSE more or less of Land situate and being in Our Island of Tasmania and bounded as follows (that is to say)

together with the appurtenances EXCEPTING all mines of gold and silver AND SAVING AND RESERVING ALWAYS the right of making and constructing upon the said Land from time to time such and so many Roads and Bridges for the use of Us and Our Subjects of such convenient width and form as may by Us or Our Successors be deemed expedient AND ALSO the right of improving and repairing the same and of digging for and using for those and other public purposes all such and such quantities of indigenous timber stone gravel and soil as may from time to time be required together with full liberty of ingress egress and regress with servants and workmen and with horses cattle and carriages for the purposes aforesaid and of working all such mines and taking and carrying away the produce thereof and of cutting quarrying and conveying as and where it may be deemed necessary all such timber stone gravel and soil respectively TO HAVE AND TO HOLD the said more or less of land with their appurtenances (excepting always and saving and reserving as aforesaid) unto and to the use of the said h heirs and assigns for ever the same in free common soccage tenure of Us Our Heirs and Successors to be holden YIELDING AND PAYING therefor yearly unto Us Our Heirs and Successors the Quit Rent of one peppercorn if the same shall be demanded IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Seal of Our said Island of Tasmania and its Dependencies to be hereunto affixed WITNESS Our trusty and well-beloved CHARLES DU CANE Esquire Governor and Commander in Chief in and over the said Island of Tasmania and its Dependencies at Hobart Town in the said Island the day of in the year of Our reign.

By His Excellency's Command,

Colonial Secretary.

[Granted to Mr. Wedge 631 acres, Parish of Abbotsham, Devon (in May, 1871), on a Form identical with this.]

*Lands and Works Office, Hobart Town, 8th December, 1871.*

## MEMO.

THE Form of Purchase Grant Deed now adopted is forwarded herewith, and is identical with that in use prior to 1851; it also corresponds with the Form of Grant to purchasers under the Pre-emptive Right Regulations of that year.

No contract entered into with purchasers under those regulations. Lessees selected areas for purchase out of lots leased by them under the Regulations of 1848, to be paid for in full at the expiration of ten years. (*Vide* 2nd Clause of Regulations of November, 1851, in *Gazette* of that year, Fo. 935.)

No record in the Office of Lands and Works of compensation ever having been made to any person prior to the year 1864, and then only in cases not analogous to that under consideration.

HENRY BUTLER, *Minister of Lands and Works.*

ADYE DOUGLAS, *Esq., M.H.A., Hobart Town.*