

COMMISSIONERS HEAR ARGUMENTS IN THREE LAND CASES

Tuckers Town Property Is Subject of Offers By Development Company —Basden, Darrell and Harvey Places Are In Question

The work of mediating between owners of land in Tucker's Town and the Bermuda Development Co. in order that the latter may be able to go ahead with their scheme, was continued on Thursday, when the Commissioners held their fifth sitting at the residence of Mr. and Mrs. Seth Raynor, Tucker's Town.

Here it may not be out of place to give a resume of what has happened so far.

The Company have been given powers of expropriation, and in order that owners may be treated fairly, the Act under which these powers are granted contains three modes of procedure for the acquisition of land. The first is by means of hearings before three Commissioners, who after viewing the property, hear the offer of the Company and the wishes of the owner, and then endeavour to fix a satisfactory amount at which the property should change hands. Failing a settlement, the matter goes to a jury, unless in the meantime the owner asks that it may be arbitrated upon.

The advantage of the hearing so far as the owner is concerned is that he is usually given two or three alternative offers, such as a cash offer, or cash with land, and so on. If the matter goes to a jury, all that the owner is likely to get is a cash settlement, with no provision for another piece of land.

But as far as things have gone now, out of a dozen or so cases heard, only

one settlement has been actually arrived at, although there seems to be a probability of settlement in several other cases. In those cases where the owners refuse to sell except at a prohibitive price, while the owners for the most part understand that the Company have the right to take their land, yet they are naturally loth to part with it as it has been their home for years.

As has been said before, at the present rate of progress, the business will take a long time to adjust, and doubtless a large percentage of the cases will in the end be settled by a jury, who will view the land, assess the value, and the matter will be settled by a cheque to the owner, who, if he be a resident owner, will then have to find another place for himself.

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The matter was adjourned pending Basden's inspection of the lot and plans.

The second case was that of Christopher Richmond Willoughby Darrell, who was offered £1200 for 5¼ acres of land.

Darrell stated that he had been offered that price some time ago by two gentlemen, Mr. H. W. Watlington and Mr. S. S. Spurling, and that he had had another offer of £1800 from Mr. H. G. Hill, and he added he could not accept less than the latter.

This Mr. Gosling would not accept, because it was in excess of the value of the land.

The Chairman pointed out that there was nothing in the Act to prevent Darrell, if he wished, accepting Mr. Hill's offer, although the land was being expropriated.

Darrell then left, and it was understood that he was going to close with Mr. Hill's offer, provided the latter was still willing.

In the meantime, as no agreement had been reached, the Commissioners referred the case to a jury.

The third case was that of Henry Harvey, who was offered £700 for 3¼ acres.

This he would not accept, nor would he put a price on the land, which he did not wish to sell. However, after some discussion, Harvey appeared willing to accept another piece of land in lieu, and the matter was adjourned in order that the Company might try and make some further arrangement with him.

When the Act granting the Company the expropriation powers was under consideration by the Legislature, a petition was presented on behalf of certain freeholders of Tucker's Town protesting against the measure. Among

the signatures was that of the Rev. L. L. Havard, Rector of Smith's Parish, and at a recent sitting of the Commission a letter was read from him, in which he stated that he did not sign the petition in opposition to the scheme itself but because it was compulsorily taking away land, especially Church land. From the latter he obtained the quit rent, and it was provided that if that rent were not paid the particular piece of land would revert to the Church. Now he feared it was lost forever. Another thing to which he called attention was that by an Act of 1805 the glebe was obliged to be sold in one lot, but it was afterwards divided, and though an Act was brought in to legalise it it was never passed.

For these reasons he wrote the letter in order that it might be known that the Rector for the time being did not allow the property of the Church to be lost without a protest.

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The Commissioners are also handicapped in that they have no power to compel owners to attend the hearings. They are limited to sending out notices that a hearing will be held at such a place and at such a time, and it is optional whether the owners attend. If they do not, the ruling is that the matter goes to a jury by default.

On Thursday the Commissioners had a busy day. They commenced in the

morning with a viewing a number of properties, and their tour included a walk through brush which had been fired, which was rather disastrous to white boots and trousers!

A little after one o'clock the hearing began, under the chairmanship of Major R. W. Appleby, who was accompanied by Mr. J. S. Pearman, M.C.P., and Mr. C. E. Astwood, M.C.P. forming the Commission; Mr. Goodwin Gosling, secretary to the Bermuda Development Co.; and Capt. A. C. Smith, secretary to the Commission.

The first case taken was that of Thomas Samuel Basden, to whom the Company offered £375 for 2 acres 3 roods 23 perches of land in Tuckers Town.

This was declined by Basden, who said it was his castle and his home, where he had lived nearly 80 years. He wanted a price sufficient to enable him to acquire another piece of land. His present property yielded him £100 a year.

The Company then offered to build Basden a brand new cottage costing not less than £350, on one of the lots of land which they have acquired, 50 by 150, or if he liked two lots, plus £200 in cash. The site and the plans of the cottage would be subject to Basden's approval.

Eventually the Commissioners consulted in private, and on re-opening the hearing they made this offer to Basden—that the Company should build him a cottage costing £400 with two lots of land measuring 100 feet square, subject to his approval, and in addition should pay him an annuity of £50 a year. The cottage and land could be disposed of as he wished, either by will or deed during his lifetime.

As an alternative offer, the Company should pay him £750 cash without any cottage or land.

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The Act under which the scheme is being pushed forward provides that the Company shall be responsible for the payment of the quit rent of all the glebe property to the Rector.