



THE WESTERN AUSTRALIAN  
GOVERNMENT GAZETTE.

[ PUBLISHED BY AUTHORITY. ]

TUESDAY, FEBRUARY 14th, 1860.

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PROCLAMATION

*By His Excellency Arthur Edward Kennedy, Esquire, Governor and Commander-in-Chief in and over the Territory of Western Australia and its Dependencies, and Vice-Admiral of the same.*

WHEREAS by an Act of the Imperial Parliament of Great Britain, intituled "An Act to repeal the Acts of Parliament now in force respecting the disposal of the Waste Lands of the Crown in the Australian Colonies, and to make other provision in lieu thereof," it is provided that it should be lawful for Her Majesty by Instructions under Her Signet and Sign Manual, or through one of Her Principal Secretaries of State, to regulate the sale, letting, disposal and occupation of Waste Lands of the Crown in Western Australia, and the disposal of the proceeds arising therefrom until Parliament should otherwise provide: And whereas Her Majesty's Principal Secretary of State for the Colonies has authorized and instructed me to publish the following Regulations for the Sale, Letting, Disposal and Occupation of the Waste Lands of the Crown within the said Colony;— Now, therefore I, the said Governor, pursuant to the authority vested in me in that behalf, do hereby proclaim and issue the following Regulations: And I do hereby further declare the same shall be in force on and after the sixteenth day of April next at the hour of ten o'clock in the morning.

*Given under my hand, and issued under the Public Seal of the said Colony, at Government House at Perth, this 28th day of January, in the Year One Thousand Eight Hundred and Sixty.*

A. E. KENNEDY,  
Governor, &c.

I. S.

By His Excellency's command,  
FRED. P. BARLEE,  
Colonial Secretary.

GOD SAVE THE QUEEN ! ! !

CHAPTER I.

REGULATIONS AS TO THE SALE OF WASTE LANDS.

1.—The Waste Lands of the Crown in Western Australia will not, save as is hereinafter excepted, be conveyed or alienated in fee simple by Her Majesty, or by any person or persons acting on

the behalf or under the authority of Her Majesty, unless such conveyance or alienation be made by way of Sale, nor unless such Sales be conducted in the manner and according to the Regulations hereinafter prescribed.

2.—Nothing in these Regulations contained shall prevent the Governor of the said Colony from excepting from Sale, and either reserving to Her Majesty, Her Heirs and Successors, or disposing of in such other manner as for the Public interests may seem best, such Lands as may be required for Public roads or other internal communications, whether by land or water, or for the use or benefit of the aboriginal inhabitants of the country, or for purposes of Military defence, or as the sites of places of Public Worship, Schools, or Parsonages, or other Public Buildings, or as places for the interment of the dead, or places for the recreation and amusement of the inhabitants of any Town or Village, or as the sites of Public Quays or Landing Places on the Sea Coast or Shores of Navigable Streams, or for the construction of Railways or Railway Stations, or for the purpose of sinking Shafts and digging for Coal, Iron, Copper, Lead or other Minerals, or for any other purposes of Public defence, safety, utility, convenience or enjoyment, or for otherwise facilitating the improvement and settlement of the Colony, but so that the quantity of Land which may be granted, or sold, or leased to any Railway Company, shall not exceed in all at the rate of one hundred acres for every mile of railway in length; provided also that the Governor may fulfil any promise or engagement made, or hereafter to be made, by or on behalf of Her Majesty, in favour of any Military or Naval Settlers.

3.—The Governor of Western Australia is authorised and required, in the name and on the behalf of Her Majesty, to convey and alienate in fee simple, or for any less estate or interest to the purchaser or purchasers thereof, any waste Lands of the Crown therein, in such forms and with such solemnities as shall from time to time be prescribed by Her Majesty; and such conveyances or alienations being so made shall be valid and effectual in the law to transfer to, and to vest in possession in any such purchaser or purchasers, any such lands as aforesaid; for any such estate or interest as by any such conveyance as aforesaid shall be granted to him, her or them. Until otherwise notified, the Deeds of Grant from the Crown for Waste Lands in Western Australia, shall be in the form and words hereto appended in Schedule A for Town and Suburban Lands, and in Schedule B for Country and Mineral Lands respectively, the said Forms being those heretofore and at present in use for the said Colony; and for preparing and enrolling

every such Deed there shall be charged one uniform fee of twenty shillings, payable with the balance of purchase money.

4.—All lands alienated by the Crown in Fee Simple shall be liable to all the provisos, reservations and conditions in the aforesaid Forms contained; and any compensation for improvements effected upon lands resumed for public purposes, shall be recoverable under the Ordinances No. 23 of 1849 and No. 6 of 1854, or under such laws in that behalf as may be in existence in the Colony for the time being.

5.—Lands at the disposal of the Crown shall be distinguished into four separate classes, namely, as Town, Suburban, Country and Mineral Lands.

6.—No Waste Lands shall be sold for a less price than ten shillings per acre. Town and Suburban Lots shall be sold by Public Auction; Country Lots at a fixed price of ten shillings per acre; and Lands known or supposed to contain Minerals shall be offered for sale by Public Auction as Mineral Lots, at an upset price of not less than twenty shillings per acre.

7.—The size and Upset Prices of Town and Suburban Lots shall be fixed from time to time by the Governor. The minimum size of Country and Mineral Lots is 40 acres. Any smaller quantity than 40 acres of Country or Mineral Land, laid out for sale, or applied for under special circumstances, shall be Sold at such additional price as each case may seem to justify.

8.—Town, Suburban and Country Lands shall be paid for by a deposit of one-tenth the amount of the purchase money at the time of Sale, if not previously deposited; and the purchaser shall contract to pay the balance, together with the fee for Title Deed and Enrolment, within One Calendar Month next after the day of Sale; failing which, the land and all deposits shall be forfeited.

9.—Mineral Lots shall be paid for by depositing one-third of the purchase money at the time of purchase; and the purchaser shall contract to pay one-third more on the First day of January next but one following the day of Sale, and the balance, together with the Fee for Title Deed and Enrolment, on the same day in the succeeding year. Failure in making either of the last two payments shall involve forfeiture of the land, and of all deposits and improvements.

10.—The times and places at which public Auctions shall be held for the Sale of Waste Lands of the Crown shall be declared with all practicable precision by Notice or Notices in the Government Gazette, issued at sometime within three Calendar Months next preceding the intended days of sale, and setting forth what are the lands to be offered for sale at each of such auctions respectively, as also what are the upset prices at which they shall be so offered.

11.—Whenever practicable, Lands for Sale by Auction shall be surveyed and delineated in the Official Maps of the Colony previous to Sale, and such Maps shall be open to public inspection at all reasonable times. Every lot of land intended for Sale or other appropriation shall be distinguished in the said Maps by some numerical reference or mark; and by such they shall respectively be sold and conveyed to the purchaser or purchasers thereof.

12.—Licenses for felling, removing and selling the timber, sandal, fire, and other woods growing on any waste lands of the Crown, may be granted as at present to any person or persons in that behalf; or for cutting timber on certain specified lands, for any period not exceeding Twelve Calendar Months, and on such conditions as may from time to time be established by the Governor in Executive Council. No land comprised within the limits of any such license as last aforesaid, shall be sold during its currency, without the written consent of the Lessee. (For Regulations see Chapter 7).

13.—All charges which may be incurred for the expense of the Survey and management of the Waste Lands of the Crown in Western Australia, or for effecting sales therein, or otherwise for carrying into effect these Regulations within the said Colony, shall in the first instance be chargeable upon and be defrayed from the proceeds of such Sales, unless provision shall otherwise be made for defraying such charges by any Law or Ordinance of the Local Legislature. After deducting such expenses, if chargeable, the

remaining proceeds of all Sales, Leases and Licenses of Land shall be carried to the credit of the General Revenue of the Colony, until Parliament shall otherwise provide.

14.—For the convenience of persons desirous of making payments within the United Kingdom for Waste Lands of the Crown to be purchased in Western Australia, the Agent General for Crown Colonies will receive any sum or sums of money on that behalf; and thereupon the Commissioners of Colonial Lands and Emigration will, subject to such Rules as shall be prescribed for their guidance in that respect by Her Majesty's Secretary of State for the Colonies, grant under their Hands and Seal of Office, certificates to any such purchaser or purchasers of the amount of any such payments; which certificates shall, on production thereof to the Governor of the said Colony, be received as equivalent to the amount of money for which the same shall respectively have been given, so far as the same shall be tendered to such Governor in payment for the price of any Waste Lands of the Crown to be there purchased, either by Public Auction or at fixed price, in the manner prescribed by these Regulations.

15.—Nothing herein contained shall affect, or be construed to affect, any contract, or to prevent the fulfilment of any promise or engagement made by or on behalf of Her Majesty, with respect to any Lands situate within the said Colony, in cases where such contracts, promises or engagements have been lawfully made before the time at which these Regulations shall take effect therein.

16.—Lessees of 8 years Pastoral and Tillage Leases in force at the date of these Regulations, may exercise as heretofore, any pre-emptive rights they may possess, provided no land be sold in lots of less than 40 acres each.

*Directions for purchasing Crown Lands.*

17.—Applications to purchase vacant Crown Land whether in a Town or in the Country, shall be forwarded to the Surveyor General in certain printed forms (C and D annexed) which may be obtained at the Survey Office, or from any Resident Magistrate, free of charge. Such applications shall contain, at full length, all the names of an Applicant, together with his calling and place of residence.

18.—To facilitate selections of land, maps of the Country and of the several Townsites open to the Public, will be furnished to the Resident Magistrates of Districts, and may be inspected there, or at the Survey Office in Perth, during Office hours.

19.—Town and Suburban Lots shall be procurable only by Sale at Public Auction at the Revenue Office in Perth, or by the Sub-Collectors of Revenue at Albany, Bunbury and the Vasse; and until further notice, such Lots shall be put up at the Upset Prices specified in Schedule E, hereto annexed, for each Town respectively.

20.—Application for a Town, Suburban or Country Lot shall be accompanied by a deposit of one-tenth the Upset Price of such Lot, with the Collector or with a Sub-Collector of Revenue. This deposit shall be returned if the Applicant does not become the purchaser, or it shall be forfeited if, by any fault of the Applicant, he fails to complete the purchase.

21.—On the Governor's approval of an application to purchase Town or Suburban Land, the lot shall be advertised for Sale by Public Auction in at least two consecutive numbers of the Government Gazette, at such time and place, and at such upset price, as shall be in accordance with any Regulations in that behalf then existing. Town and Suburban Lots in the extreme Northern and Southern Districts of the Colony shall be sold after a notice of not less than two calendar months.

22.—Application for a Mineral Lot shall be made in the Form F annexed, and be accompanied by a deposit of one-tenth the upset price. If approved by the Governor, the Lot shall be offered for Sale by Public Auction at the upset price of 20 shillings per acre, after notice of not less than two months in the Government Gazette.

22.—The Auction days for the Sale of Crown Lands shall be as follows, namely, at Perth and the Vasse, the first Wednesday in every month;

at Bunbury the second Wednesday in every month; and at Albany not less than two months after the date of the notice of sale; the time of sale at each place being one hour after noon,

24.—An application for the full title to Land shall be made in the Form G annexed, and be forwarded through the Revenue Office to the Colonial Secretary. Every such application shall contain, at full length, all the names of the applicant, together with his calling and address, for insertion in the title deed applied for.

25.—Title deeds shall be prepared (in the Forms A and B annexed) as soon as possible after completion of a purchase, and shall be deliverable at the Office of the Colonial Secretary. Outstanding title deeds still chargeable with the fee for preparation and enrolment, shall be procurable only at the Revenue Office.

26. The privileges in the acquisition of land in the Colonies, at present allowed to Military and Naval Officers, are set forth in Circulars under that head issued by the Horse Guards in July, 1853, and by the Admiralty on 20th June, 1851, (H annexed). Under the terms contained in those Circulars respectively, Officers in the Military and Naval Services of Her Majesty and of the East India Company may under certain circumstances, claim remissions in the purchase of Waste Lands in Western Australia, until further notice.

27.—Certificates of Remission granted to Military and Naval Officers under the last preceding clause, shall be received in payment for any purchase of Country or Mineral Land in one block under these Regulations. Such Certificates shall not be transferable, but the title deeds of lands purchased by their means shall be made out in the name of the Officer in whose favour a Certificate may have been granted, and shall not be deliverable until he has resided at least two years in the Colony.

## ON PASTORAL LANDS.

### CHAPTER II.

#### REGULATIONS AS TO THE DIVISION OF THE COUNTRY.

1.—The Waste Lands of the Crown in the Colony of Western Australia shall be divided into two Classes, denominated respectively Class A and Class B.

2.—Class A comprehends—

All Waste Crown Lands comprised within the following boundaries, with the exception of such lands within the same boundaries as shall be, at the date of these regulations coming into force, comprised within Class B or Tillage Leases, held under authority of the Order in Council dated 22nd March, 1850, viz. ;

On the South by the right bank of the Blackwood River upwards from Flinders Bay to its junction with the Tweed River, thence, up the right bank of the said Tweed River, a distance of ten miles in a direct line from said junction, thence in a direct line to the centre of Kojonup Spring; on the East by a direct line from the centre of Kojonup Spring aforesaid, to the summit of County Peak: thence by a line about twenty miles in length, in the direction of East 27° 30' North, thence by a line in the direction of North 27° 30' West to the summit of Wongan Hills, thence by a North line about thirty-four miles in length, thence by a West line drawn through a spot twenty miles North from the centre of Dandaraga Spring, thence by a North line to a spot five miles East from the Coal Seam near the Irwin River, thence by a West line five miles in length to the said Coal Seam and thence by a direct line to the great Southern bend of the Murchison River, next below the Geraldine Mine; on the North by a West line from the great bend of the Murchison River aforesaid, to the Sea Coast, and on the West by the Sea Coast between the South and North boundaries above described.—All bearings above given being true.

3.—Class A shall also comprehend all such lands within the above boundaries that are now

in Class B leases, which may determine otherwise than by efflux of time.

4.—Class A land shall further comprehend all lands outside the above boundaries which may be within the distance of one mile from any lands which may be in fee simple outside the same boundaries at the time when these regulations shall come into force, with the exception of lands purchased within leases in Class B.

5.—Class B comprehends all other lands of the Colony open for location.

### CHAPTER III.

#### REGULATIONS AS TO PASTORAL LICENSES IN CLASS A.

1.—Within the limits of Class A, the Governor is authorised to grant Pastoral Licenses to such persons as he may see fit, for terms not exceeding one year.

2.—Such lands will be let for Pastoral purposes only, and at a yearly rent of two shillings per 100 acres, for sections of 1000 acres and upwards; half rent being charged for licenses issued after the 30th day of June in any year, but no license issued for a less sum than £1.

3.—No holder of an Annual License in Class A shall have a right of renewal, but licenses for the succeeding year will be granted preferably to existing lessees, with or without amended boundaries.

4.—The lands included in any Class A Pastoral License shall be liable to the resumption of any part thereof for public purposes, and shall be open at all times to general selection for purchase, with right of immediate entry, and without compensation to the lessee.

5.—All purchasers of land within the limits of licenses in Class A shall have the right of depasturing within such license, Horned Cattle or Horses, or both, at the rate of ten head for every forty acres purchased, or, where purchases exceed forty acres, at the rate of five head for each twenty additional acres.

6.—Purchasers of land within the limits of Class A licenses shall have no claim against the Lessees for trespass by Stock, unless committed within lands that have been properly fenced.

7.—No compensation shall be allowed for any improvements effected upon lands held under annual license in Class A.

8.—All persons, who, at the time when these regulations shall come into force, shall be holders of land in fee simple, within the limits of any Class A license, and who shall not have obtained a yearly license in Class A immediately around such purchases, shall enjoy the privileges in the depasturing of Stock allowed to purchasers by Clause 5, the number of Stock to be regulated in proportion to the number of acres held by them in fee simple, not being less than ten acres.

### CHAPTER IV.

#### REGULATIONS AS TO PASTORAL LEASES IN CLASS B.

1.—Within the limits of Class B, the Governor is authorised to grant Pastoral Leases for any term not exceeding 8 years, and for quantities of land not exceeding ten thousand acres in any one lease.

2.—A Lessee in actual occupation of a run granted under these regulations shall have a pre-emptive right to purchase within the boundaries of such run, and at the fixed price of ten shillings per acre, any portion of land (not being mineral land, nor less in quantity than 40 acres,) until the end of the first current year of his term of lease; within which period also he shall be allowed to select, subject to approval, and to improve as a homestead, a block of land not exceeding in quantity two acres for every hundred acres in his run, and will be granted in like manner a pre-emptive right to purchase within such selected block, at ten shillings per acre, any other than mineral land, until the end of the 3rd year of his lease. Pre-emptive claims to purchase land shall be made in the Form R annexed.

3.—After the first year of any Class B lease, all the unsold portions of the land comprised therein, except the selected homestead, shall be

open to public purchase, and likewise any unsold portions of the selected homestead after the 3rd year of the lease. All the land in a lease shall however continue vested in the lessee for the unexpired residue of the term of his lease, and on the conditions included therein until any portion of the same may be alienated by sale.

4.—A lessee in the occupation of his lease, shall be entitled to claim from the purchaser of any portion thereof, the fair value of any lawful improvements effected on such portion, (which however shall in no case be estimated at more than the actual outlay made by the lessee). The amount of such improvements shall be ascertained by valuation, as hereinafter provided, and shall be paid over to the lessee, the price of the land only being retained by the Government.

5.—All purchasers of land within the limits of Class B Leases, shall have the right of depasturing within such leases Horned Cattle, or Horses, or both, at the rate of ten head for every forty acres purchased, or where purchases exceed forty acres at the rate of five head for each twenty additional acres.

6.—Purchasers of land within the limits of Class B Leases shall have no claim against the lessees for trespass by Stock, unless committed within lands that have been properly fenced.

7.—Any person desiring to obtain a Pastoral Lease of Land which has never been occupied before shall have a prior claim to such Lease, on his furnishing such a description of the land required as may be deemed sufficient in the Survey Office.

8.—The rent to be paid for each shall be £5 per annum, with an addition of 10 shillings per annum for every 1000 acres comprised in the Lease.

9.—Boundaries of leases shall be arranged in conformity with any Regulations in that behalf existing at the time of application for a Lease; and in case of dispute or doubt, the Governor or Officer appointed by him is authorised to declare what shall be the boundaries of leases.

10.—On the determination of any Lease by forfeiture or otherwise, the lands comprised therein, and all improvements upon them, shall revert unconditionally to the Crown, and all rights and privileges of the Lessee in reference thereto shall cease.

11.—On the lands comprised within the limits of a Lease being reduced in quantity by purchase, resumption or otherwise, to the total extent of 1000 acres or more, a corresponding abatement shall be made in the charge for acreage during succeeding years.

## CHAPTER V.

### MISCELLANEOUS REGULATIONS.

1.—The rents reserved under these Regulations, shall be paid without abatement on account of any future assessment of taxes or rates on sheep and cattle, and shall in no way interfere with the right of the Colonial Legislature to impose from time to time such assessments as may be deemed advisable.

2.—Every rent shall be paid yearly in advance, at such time and place as shall be specified in the lease. If the rent be not paid on the prescribed rent day, the lease shall be absolutely and indefeasibly forfeited unless within 60 days after such rent day, the lessee shall duly pay the full amount of the annual rent, together with an additional sum equal to one fourth part of the same.

3.—Leases shall be liable to forfeiture in the following modes :—

1st, For non-payment of rent as hereinbefore provided.

2nd, Upon any conviction of felony against the lessee.

3rd, In the event of a lessee being convicted of any offence against the law, the case may, within three months after such conviction, be enquired into by two or more Justices, who, if they think fit, may adjudge the lease to be forfeited, with or without compensation for the value of improvements. Provided always, that no such adjudication of forfeiture pronounced by the Justices shall take effect until confirmed by the Governor.

4th, For cultivating any portion of land not comprised within any previous purchase or tillage lease.

4.—The Governor is authorised to insert in any lease such conditions and clauses of forfeiture as may seem to him to be required for the Public interest; as also a clause permitting the lessee to cut such timber as may be required for domestic uses, for the construction of buildings, fences, stockyards, or other improvements on the land, but not for sale, or removal off the land.

5.—Pastoral leases and licenses shall carry with them the right of occupancy of the land for pastoral purposes only, during the period they shall remain in force; and any appropriation of the land to other uses shall render the whole liable to forfeiture, together with all improvements that may have been made thereon.

6.—The Governor is authorised to except from lease or license all such lands as are particularly specified in Clause 2 of the Regulations in Chapter 1 as to the Sale of Waste Lands.

7.—Nothing in any lease to be granted under these Regulations is to prevent the Governor from making grants or sales of any lands comprised in such lease for public purposes, nor from entering upon and disposing of in such other manner as for the public interest may seem best, such lands as may be required for any of the public uses enumerated in Clause 2 hereinbefore last mentioned.

8.—Country or Mineral Lands applied for previous to Survey, shall be selected in one uniform block or parallelogram, not exceeding in length three times its width, with opposite boundaries parallel to each other (excepting with reference to water-courses or roads) and lying in the same direction as those of other lands granted or leased by the Crown in the same district.

9.—Not more than one-fourth of the external boundaries of any selection shall be allowed on any river or open water whose course or direction is known; nor shall any such selection include both banks of the same unless by approval of the Governor in special cases.

10.—The arrangement of boundary lines shall be subject to the Governor's approval, and any description furnished by an applicant shall be full and particular, and shall refer to some fixed point or object which can be recognized by the Survey Office.

11.—Persons who cannot await the convenience of the Government to mark out lands, either before or after purchase, and who may desire to have them laid out by private Survey, shall conform to the next preceding Rules 8, 9 and 10, and forward with their application the name of the person by whom an actual Chain Survey of the particular land is intended to be made. Should the proposed arrangement prove unobjectionable, the private Surveyor must be referred to the Surveyor General, who will point out the manner in which the proposed Survey should be made, and to whom a map of the Survey when completed, and the several details on which it may be founded, are to be given in.

12.—An applicant for Mineral Land who may incur the expense of a preliminary Survey and marking of the same, under clause 11, shall be entitled to claim from the purchaser of the land at Public Auction, such a fair amount of expenses incurred by him on that account as may be approved by the Governor. No such claim shall be admissible unless a full statement of the said expenses shall have been rendered to the Surveyor General previous to the day of sale; and no abatement of the purchase money shall be made on account of them, in the absence of a previous written engagement to that effect.

13.—Applications to lease or purchase lands shall have priority one over the other according to the respective dates of the payment of the deposit payable thereon to the Officer authorized to receive the same, who shall immediately on receipt thereof, write thereon the hour, day of the month, and year of such payment.

14.—Applications which may be delivered to the Survey Office for the purchase or lease of country lands in any District where there is a Sub-Collector of Revenue or other Officer duly appointed to receive such deposits, shall not be

finally approved by the Governor until after the arrival of the then next mail from such District, and shall be subject to the last preceding Rule as to priority.

15.—Payments for land can only be made to the Collector or to a sub-Collector of Revenue, or to any other person duly authorized in that behalf by notice in the Government Gazette.

16.—Applicants for land, either by lease or license, or by purchase under a pre-emptive claim, shall be liable to a charge for Survey, should such be required for adjusting or completing a claim, and an applicant be unwilling to await the convenience of the Government to make the necessary Survey. Such charge shall be fixed at the time of approving an application, and shall be deposited before the required Survey will be made.

17.—All leases shall be transferable, subject to the Governor's written approval; and the transfer shall be made in a certain form printed on the back of every lease or license. Such form, when duly filled up by the lessee, and witnessed by at least one credible person, shall be exhibited to the Surveyor-General for the Governor's approval, and for record in the Survey Office; upon which a fee of ten shillings shall be payable at the time of making application for the transfer.

18.—The Government reserves the right to lay out, declare, open and make, public roads through any lands leased or licensed; to take away any indigenous produce, rock or soil, required for public purposes, to cut and remove timber, sandal, and other woods, or to issue licenses for cutting and removing the same; to sell by public auction any mineral land comprised within the limits of a lease: to depasture any horses or cattle in its employ which may be working on or passing over the land; together with a right of way over the said land for persons desirous of passing from one part of the country to another, with or without horses, stock or teams, on all necessary occasions.

19.—Nothing contained in any Pastoral Lease is to prevent the Aboriginal Natives of this Colony from entering upon the Lands comprised therein, and seeking their subsistence therefrom in their accustomed manner; or to prevent any inhabitants of the Colony from examining the Mineral or other capabilities of the same, or from doing all things necessary for the purpose of such examination; paying nevertheless to the Lessee, full compensation for any damage accruing to him therefrom.

20.—In no case shall a Lessee be entitled to any compensation for his improvements after the expiration, abandonment, or forfeiture of his Lease.

21.—Valuations required under these Regulations if they cannot be adjusted by mutual agreement shall be made by one competent valuer appointed by the Governor, and another by the Lessee. Any difference of opinion between such valuers to be determined by an umpire to be appointed by themselves; or in case they shall not agree in such appointment, by the Governor.

#### DIRECTIONS FOR OBTAINING PASTORAL LAND.

1.—Application for a class B Lease, or for a Class A License shall be sent to the Surveyor General in certain printed forms I and K annexed which are procurable at the Survey Office or from any Resident Magistrate, without charge.

2.—A deposit of £5 on a Lease in Class B or the full charge for a Class A License (or the receipt of any Collector or sub-Collector of Revenue for either of those amounts) shall accompany an application. Any such deposit shall be returned if the application is not granted, but it shall be forfeited if the application is not followed up.

3.—The position of a run, and the arrangement of boundary lines, shall be subject to the Governor's approval; and any description furnished by an applicant shall be in accordance with the Rules laid down in Chapter 5. The Government will not be responsible for any errors in descriptions so furnished; but any erroneous description, if found to interfere with other parties may be rectified if practicable, on approved application in such a manner as not to disturb the boundaries of any lease previously granted.

4.—Leases and Licenses, when approved by the Governor, shall be prepared in the Office of the Surveyor General, in the Forms L M and N annexed; and shall be deliverable by the Collector of Revenue at Perth, or by the Sub-Collectors or Resident Magistrates, for all Lands in their respective Districts, on payment of any balance due thereon.

5.—In all Pastoral and Tillage Leases the year shall be computed from the 1st day of January to the 31st of December; and no abatement of rent shall be made for any period less than six months. Only half a year's rent shall be charged for the first year if a Lease should be granted after the 30th of June; but any term of years for which such Lease may be granted shall be computed from the first of January preceding.

6.—All rents chargeable after the first year of a Lease shall be due on the First day of January in each year, and shall be paid yearly in advance on or before the 15th of that month, to the Collector of Internal Revenue, or to any Sub-Collector nearest to the District in which the land may be situated.

7.—No abatement of rent shall be made on account of any land purchased or resumed out of a Pastoral Lease, unless the land so purchased or resumed shall amount altogether to 1000 acres.

8.—Leases not fully paid for within two Calendar Months from the dates on which they are deliverable, shall be forfeited, together with all deposits, and the land shall be open to fresh applicants.

9.—Any alteration of boundaries required during the currency of an annual license, shall, if approved, be liable to an extra payment by the lessee of half the amount of rent charged for the existing year, before any such alteration will be sanctioned, or any new license be issued.

10.—Any modification of boundaries required to a Class A License, previous to its renewal for another year, shall be applied for to the Surveyor General not later in the year than the end of November.

11.—Alterations required in the boundaries or quantity of land in a Class B Lease shall, if approved, be granted only on payment of a fine of £5 for an altered lease, together with the established rate of 10 shillings per 1000 for any additional acreage. These sums shall be paid at the time of sending in a written application for the changes required, and shall be accompanied by the old lease for cancellation. A lease thus altered shall expire on the same date as that which it supersedes.

12.—No alteration in boundaries for a Class B Lease issued under authority of the Order in Council of 22nd March, 1850, shall be admitted after these Regulations shall come into operation.

13.—Unoccupied Townsites and other Public Reserves shall not be considered open to general application for pastoral purposes; but for the purposes of these Regulations, unoccupied Townsites shall be treated as lands in Fee Simple and, if let, shall be subject to special conditions.

14.—Transfers of leases shall not be sanctioned unless it is shown that they have previously been properly stocked, or some satisfactory reason to the contrary be assigned.

15.—Any other person than the Lessee of a Class B lease under the Order in Council of 22nd March 1850, claiming to purchase any portion of such lease (not mineral) can do so only at the end of any complete year of the lease, and subject to the prior pre-emptive right of the lessee to purchase the land applied for at the fixed price of 10 shillings per acre.

16.—Any such claimant as last aforesaid shall send into the Survey Office his application to purchase, in the ordinary Form D, not later in any year than the 1st of October. Due notice of such application shall then be given to the Lessee, and if he declines or fails to exercise his pre-emptive right over the land applied for within the 60 days allowed by the Order in Council aforesaid, it shall be sold to the applicant at the fixed price of 10 shillings per acre, with right of entry and possession on the 1st day of January next following the date of application, and subject to the previous payment of compensation for improvements, as hereinbefore provided.

17.—With the exceptions hereinbefore mentioned, all the Rules and Regulations contained in the Order in Council aforesaid, and in the

Government Gazette notice of 1st November, 1851, in connexion therewith, shall remain fully in force with reference to all leases and licenses granted under their authority.

18.—All persons found in unauthorized occupation of Crown lands, shall be proceeded against according to law.

#### CHAPTER VI.

##### REGULATIONS AS TO TILLAGE LEASES.

1.—Tillage Leases shall be granted of such lands as are open to general purchase to such persons as the Governor thinks fit, for any term not exceeding 8 years, and without Auction.

2.—The annual rent for a tillage lease shall not be less than £5 in all, nor less than 1 shilling per acre on the land comprised in a lease, which must not exceed 320 acres, and this rate of rent shall apply to all tillage leases granted under the Order in Council of 22nd March, 1850.

3.—On the determination of any Tillage Lease by forfeiture or otherwise, the lands comprised therein, and all improvements thereon shall revert unconditionally to the Crown. Such Lease, if outside of a Pastoral Lease, may afterwards be obtained by any approved applicant for the same, at such increased rent, if any, as the improvements on the land shall justify.

4.—The Governor shall sell to any person who shall be in actual occupation of lands under a Tillage Lease, any part of such Lands (not being Mineral, nor less in quantity than 40 acres) at the price for the time being chargeable for ordinary Country Lands.

5.—Lands known or supposed to contain Minerals cannot be purchased by pre-emption at a fixed price. Such lands within a Tillage Lease shall on application be offered for Sale by Public Auction, at the upset price of 20 shillings per acre, and after two months' notice in the Government Gazette; the purchaser being required to compensate the Lessee for improvements in the manner hereinbefore provided.

6.—With the exception of Mineral Lands, no lands comprised within the limits of a Tillage Lease shall be sold unless to the Lessee thereof, nor in lots of less than 40 acres, nor at a less price than 10 shillings per acre.

7.—Lands available for general selection as Tillage Leases, comprise all the Waste Lands of the Crown open to location, and not included within any Pastoral Lease or reserve for Public purposes.

8.—Applications for Tillage Leases shall be sent to the Surveyor General in the Form O annexed, which shall be procurable without charge at the Survey Office or from any Resident Magistrate.

9.—Such application shall be accompanied by the receipt of a Collector of Revenue for the amount of rent due for the land during the first year in advance, at the rate mentioned in Clause 2; only half rent being chargeable for the first year on account of any lease granted after the 30th day of June.

10.—An abatement of rent for succeeding years shall on approved application in writing to the Colonial Secretary, be made for any part of a Tillage Lease purchased during its currency ;

provided that, in no case, the annual rent for any such lease be thereby reduced below the sum of £5.

11.—The Governor may declare, by notice in the Government Gazette, that any Tillage Lease granted under these Regulations has become absolutely forfeited and void, on its being shown to his satisfaction that no part of the land comprised therein, has been occupied, cultivated or improved, during the preceding 12 Calendar Months; and thereupon such lease shall be forfeited; and the land, with all improvements on it, shall revert unconditionally to the Crown, or to any Pastoral Lease out of which such land shall have been taken.

#### CHAPTER VII.

##### REGULATIONS FOR THE ISSUING OF LICENSES TO CUT TIMBER ON THE WASTE LANDS OF THE CROWN.

1.—Application for a pair of Sawyers, Splitters, or Cutters, to fell, cut, split and remove, any timber, sandal, jam, fire or other wood growing or being on any waste lands of the Crown in Western Australia, shall be made to the Collector, or to any Sub-Collector of Revenue, or to any Resident Magistrate, who shall thereupon issue the required License, after payment in advance of the fees in that behalf mentioned in the Schedule P hereto annexed. No such license shall be issued for a period less than one nor more than six months. The names of the parties applying for a license shall be inserted therein, and no such license shall be transferable.

2.—Applications for special licenses to fell, remove and sell, the timber growing and being on any particular waste lands, shall be addressed to the Surveyor General by letter, fully describing the quantity, position and boundaries of the land required, and the date from which a license is to commence. Any such application shall be accompanied by a deposit of £5, or by the receipt of any Collector of Revenue for that amount. The land applied for shall be selected and described according to the rules laid down in Chapter 5.

3.—Such license as last aforesaid shall be prepared in the Office of the Surveyor General in the Form Q annexed, and shall be deliverable by any Collector of Revenue, or by the Resident Magistrate of any District in which the land may be situated, on payment of any balance due thereon.

4.—Every such license shall be for 12 calendar months; and if not taken up at Albany within 2 calendar months, or at Perth and other Districts within one calendar month from the date of deposit, the license shall be forfeited, together with the deposit, and the land shall be open to fresh applicants. The license shall not be transferable.

5.—No rights or privileges shall be conveyed by any such license, beyond those of felling, cutting up and removing, any indigenous timber growing or being on the land licensed; and at the expiration of the license, all timber left on the ground shall be the property of the Government, unless otherwise arranged by special application in writing addressed to the Colonial Secretary, or by a renewal of the license for a further term, to which an existing lessee shall be considered to have a preferable claim.

#### LIST OF SCHEDULES.

- A. Form of Title Deed for Town and Suburban Lands.
- B. Do. Country and Mineral Lands.
- C. Do. application to purchase Town and Suburban Lands.
- D. Do. do. Country Lands.
- E. Upset prices of Town and Suburban Lands.
- F. Application to purchase Mineral Land.
- G. Do. for full title to Town and Suburban Lands.
- H. Remission to Military and Naval Officers,
- I. Application for a Class B lease.
- K. Do. Class A license.
- L. Form of a Class B lease.
- M. Do. Class A license.
- N. Do. Tillage lease.
- O. Application for a Tillage lease.
- P. Schedule of fees for Timber license.
- Q. Form of a Timber license.
- R. Pre-emptive Claim to purchase Land.



## [ A. ]

FORM OF DEED OF GRANT FOR TOWN AND SUBURBAN LOTS  
IN WESTERN AUSTRALIA.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c. To all to whom these Presents shall come Greeting. Know Ye that We, of our especial Grace, certain knowledge, and mere motion, have given and granted, and we do by these Presents, for Us, our heirs and successors, in consideration of

Together with all profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining. To HAVE AND TO HOLD the said Piece or Parcel of Land, and all and singular the Premises hereby granted, with their Appurtenances, unto the said heirs and assigns, for ever; and they yielding and paying for the same to Us, our heirs and successors, one pepper-corn of yearly rent on the Twenty-fifth day of March in each year, or so soon thereafter as the same shall be lawfully demanded. PROVIDED, NEVERTHELESS, that it shall (at any time within twenty-one years from the date of these Presents) be lawful for Us, our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume and enter upon possession of any part of the said Piece or Parcel of Ground, which it may at any time by Us, our heirs or successors, be deemed necessary to resume for making roads, canals, bridges, towing paths, or other works of public utility or convenience, and such lands so resumed to hold to Us, Our heirs and successors, as of our or their former estate; so, nevertheless, that no such resumption be made without compensation of any part of the same piece or parcel of Ground upon which any expenditure or improvement shall have been made by the said heirs and assigns. And We do hereby save and reserve to Us, Our heirs and successors, all mines of gold, silver, and other precious metals, in or under the said piece or parcel of ground hereby granted, with full liberty at all times to search and dig for, and carry away the same; and, for that purpose, to enter upon the said piece or parcel of Ground, or any part thereof.

IN WITNESS whereof We have caused our trusty and well-beloved Governor and Commander-in-Chief of our said Colony, to affix to these Presents the Public Seal of the said Colony.

*Sealed this                      day of                      one thousand, eight hundred and                      in the  
presence of the Executive Council.*

## ( B. )

FORM OF DEED OF GRANT FOR COUNTRY AND MINERAL LOTS  
IN WESTERN AUSTRALIA.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c. To all to whom these Presents shall come Greeting. Know Ye that We, of our especial Grace, certain knowledge and mere motion, have given and granted, and we do by these Presents, for Us, our heirs and successors, in consideration of

Together with all profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining. To HAVE AND TO HOLD the said Tract or Parcel of Land, and all and singular the Premises hereby granted, with their Appurtenances, unto the said heirs and assigns, for ever; and they yielding and paying for the same to Us, our heirs and successors, one pepper-corn of yearly rent on the Twenty-fifth day of March in each year, or so soon thereafter as the same shall be lawfully demanded. PROVIDED, NEVERTHELESS, that it shall at all times be lawful for Us, our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume and enter upon possession of any part of the said Lands which it may at any time by Us, our heirs and successors, be deemed necessary to resume for making roads, canals, bridges, towing paths, or other works of public utility or convenience, and such Lands so resumed to hold to Us, our heirs and successors, as of our or their former estate; without making to the said heirs and assigns, any compensation in respect thereof; so, nevertheless, that the Lands so to be resumed shall not exceed one-twentieth part, in the whole, of the Lands aforesaid, and that no such resumption be made of any Lands upon which any buildings may have been erected, or which may be in use as gardens, or otherwise, for the more convenient occupation of any such buildings; and provided, also, that it shall be lawful at all times for Us, Our heirs and successors, or for any person or persons acting in that behalf by our or their authority, to cut and take away any such indigenous timber, and to carry away, search and dig for any stones, or other materials, which may be required for making or keeping in repair any roads, bridges, canals, towing paths, or other works of public convenience and utility. And We do hereby save and reserve to Us, Our heirs and successors, all mines of gold, silver, and other precious metals in or under the said Land, with full liberty at all times to search and dig for, and carry away the same; and, for that purpose, to enter upon the said Lands or any part thereof.

IN WITNESS whereof We have caused our trusty and well-beloved Governor and Commander-in-Chief of our said Colony, to affix to these Presents the Public Seal of the said Colony.

*Sealed this                      day of                      one thousand eight hundred and  
in the presence of the Executive Council.*

[ FORM C. ]

Application to purchase a

Allotment of Land in Western Australia.

All the Names of the Applicant (at full length) his address and calling.	No of Lot.	Town.	Remarks by Applicant.	Remarks by Surveyor General or Government Resident.

I hereby apply to purchase the above described  
to existing Regulations.

Allotment of Land, according

To the Hon. The Surveyor General.

Signature of Applicant \_\_\_\_\_

Place and Date, \_\_\_\_\_

Received the Deposit of £ \_\_\_\_\_ on this application.

\_\_\_\_\_ Collector of Revenue.

Application admissable. Regulated upset price \_\_\_\_\_ per

\_\_\_\_\_ Surveyor General.

Approved for Sale by Public Auction at \_\_\_\_\_

on \_\_\_\_\_, upset price

\_\_\_\_\_  
Governor.

[ FORM D. ]

Application to purchase a Country lot of Crown Land in Western Australia.

All the Names of the Applicant (at full length), his address and calling.	Acres.	District.	Reference or Marks in the Official Maps.	Remarks.

I hereby apply to purchase the land described above, according to existing Regulations.

To the Hon. The Surveyor General.

Signature of Applicant, \_\_\_\_\_

Date, \_\_\_\_\_

Received the Deposit of £ \_\_\_\_\_ on this application, at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_

\_\_\_\_\_ Collector of Revenue,

Application admissable, for sale at fixed price of \_\_\_\_\_ shillings per acre.

\_\_\_\_\_ Surveyor General.

Approved for Sale without Auction, at \_\_\_\_\_ shillings per acre.

\_\_\_\_\_  
Governor.



SCHEDULE E.

UPSET PRICES FOR TOWN AND SUBURBAN LOTS,

PERTH.		£.	s.
„	North and South sides of St. George's and Adelaide Terraces .. per lot....	30	0
„	Building lots with frontage on any Water Side Road .....	30	0
„	Do. on North Side of Hay and Howick Streets .....	20	0
„	Do. in all other Streets not otherwise specified .....	15	0
„	V 62 to V 75, inclusive .....	30	0
„	V 84 to V 93, inclusive .....	30	0
„	V 94 to V 109 „ .....	15	0
„	N 76 to N 144 „ .....	12	0
„	Y 173 .....	25	0
„	Suburban lots 57, 58, 59, 60 .....	2	0
„	———— 126 to 138, inclusive .....	4	0
SOUTH PERTH.			
„	Suburban lots, Water Side .....	1	10
„	Do. others .....	1	0
FREMANTLE, NORTH AND SOUTH.			
„	Building lots West of Collie and Market Streets .....	20	0
„	Do. elsewhere .....	30	0
„	Suburban lots on Water Side Roads .....	5	0
„	Do. elsewhere .....	4	0
Guildford, York, Toodyay, Bunbury, Lynton .....	building lots	10	0
Northam, Pinjarrah, Busselton, Rockingham .....	„	7	0
Geraldton .....	„	15	0
Albany .....	„	20	0
Peel .....	„	5	0
York, Suburban lots .....	per acre	3	0
Northam, „ Wonnerup Do. .....	„	2	0
Albany, „ .....	„	6	0
Kelmscott, „ .....	„	1	10
Bejoording, „ .....	„	1	10
Pakington, Building lots, front .....	per lot	10	0
„ „ others .....	„	5	0

[ FORM F. ]

Application to purchase a Mineral lot of Crown Land in Western Australia.

All the Names of the Applicant (at full length) his address and calling.	Acres.	District.	Reference or Mark in the Official Maps.	Remarks.

I hereby apply to purchase the Land described above, according to existing Regulations.

To the Hon. The Surveyor General.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Received the Deposit of £ \_\_\_\_\_ on this application.  
\_\_\_\_\_ Collector of Revenue.

(If the Land applied for is included within any existing Lease, a certificate is to be inserted here, that it is known or supposed to contain Minerals.)

Application admissible for sale by Public Auction as a mineral lot.

\_\_\_\_\_ Surveyor General.

Approved for Sale as above at \_\_\_\_\_ on \_\_\_\_\_, upset  
price shillings per acre.

\_\_\_\_\_ Governor.

[ FORM G. ]

WESTERN AUSTRALIA.

Application for Full Title to a certain Portion of Crown Land herein described, purchased  
at \_\_\_\_\_ on \_\_\_\_\_, by \_\_\_\_\_

Names and Address of Applicant, for insertion in Title Deed.	No. of Lot.	Acres.	Name of Town or District.	Amount of Purchase Money.		
				£	s.	d.

The full amount of Fees and Purchase Money have been duly paid.

DESCRIPTION FOR TITLE DEED.

Survey Office, Perth,

18

COLLECTOR OF REVENUE.

Date \_\_\_\_\_

Approved,

GOVERNOR.

Surveyor General.

[ FORM H. ]

## MEMORANDUM.

*Admiralty, 20th June, 1851.*

The Lords Commissioners of the Admiralty are pleased to direct that the annexed Memorandum, which has been transmitted from the Colonial Department be promulgated for the information of Officers of the Royal Navy and Marines proposing to settle in the Australian Colonies.

The attention of Officers is called to clause 4 in the said Memorandum.

All former notices on the subject of Officers settling in the Colonies are to be considered as obsolete.

By Command of their Lordships,  
W. A. B. HAMILTON.

INFORMATION FOR THE USE OF  
MILITARY AND NAVAL OFFICERS  
PROPOSING TO SETTLE IN CERTAIN  
OF THE BRITISH COLONIES.

1. Privileges in the acquisition of Land are at present allowed to Military and Naval Officers in the Colonies of New South Wales, Victoria, Van Diemen's Land, South Australia, Western Australia, New Zealand, Ceylon, and the Cape of Good Hope. As, however, the control of the waste Lands of the Crown in New Zealand is vested in the Legislature of that Colony, it must be distinctly understood that Her Majesty's

Government cannot guarantee the continuance of the following regulations, but that they will be liable to be altered or discontinued by the Local Legislature; and the same caution will be applicable to any other of the Colonies named, in which the same control may hereafter be transferred to the Local Legislature.

The same privileges are extended to Officers of the East India Company's Service in Van Diemen's Land.

2. In the above-named Colonies land is disposed of by Sale only; but Officers purchasing land are allowed a remission of the purchase-money, according to the undermentioned scale:

Field Officers, of 25 years' service and upwards, in the whole £600.

Field Officers, of 20 years' service and upwards, in the whole £500.

Field Officers, of 15 or less years' service, in the whole £400.

Captains, of 20 years' service and upwards, in the whole £400.

Captains, of 15 years' service or less, in the whole £300.

Subalterns, of 20 years' service and upwards, in the whole £300.

Subalterns, of 7 years' service and upwards, in the whole £200.

Subalterns, under 7 years' standing, are not entitled to any remission in the purchase of land.

Regimental Staff Officers, and Medical Officers of the Army and Navy, are allowed the benefit of this Rule:—but Military Chaplains, Commissariat Officers, and Officers of any of the Civil Departments of the Army; Pursers, Chaplains-Midshipmen, Warrant Officers of every description, and Officers of any of the Civil Departments of the Navy, are not allowed any privileges in respect of land. Although members of these classes may have been admitted formerly, and under different circumstances, they are now excluded. Mates in the Royal Navy Rank with Ensign in the Army, and mates of three years' standing, with Lieutenants in the Army, and are entitled respectively to corresponding privileges in the acquisition of lands.

3. In order to take advantage of this privilege, Officers of the Army or Navy on full or half pay, should provide themselves with a certificate from the Office of the General Commanding-in-Chief, or of the Lords Commissioners of the Admiralty, or of the Master-General of the Ordnance, shewing that their settlement in a British Colony has been sanctioned, and stating their rank and length of service. No document from the office of the Secretary of State is necessary.

4. This certificate will not on any account be issued more than once to the same officer, or to any Officer on half-pay who shall for two years immediately preceding the date of this Notice have resided in the Colony to which he seeks to make it available.

5. Gentlemen who have ceased to belong to Her Majesty's service will not be allowed advantages in the acquisition of Land. This rule, however, is not to affect Officers who, having obtained permission to settle in a British Colony, have quitted the service for the purpose of doing so. But, in such cases, it will be necessary that their certificate of service and permission should bear the date of their retirement from the service, and that, within one year from that date, but not otherwise, it should be presented to the Governor of one of the abovenamed Colonies, which shall be sufficient warrant for allowing the bearer the advantages to which his rank and length of service may entitle him according to the above scale.

6. The object of the Regulations being to encourage the permanent settlement in the abovenamed Colonies of Military and Naval Officers, and it being necessary to prevent those who have no intention of settling there from taking advantage of the privilege, Officers will not, for the space of two years from the making out of their Certificates, receive a Crown Grant for any Land, purchased by such Certificates, but will, in the meantime receive a "Location Ticket." At the expiration of two years, the Officer, on shewing to the satisfaction of the Governor, that he is *bonâ fide* a resident Settler in the Colony, and has so resided continuously since receiving his "Location Ticket," will be entitled to a Crown Grant in exchange for it. If, however, application should not be made for the exchange of the "Location Ticket" within 12 months from the expiration of the two years for which it is granted, it will be considered to have lapsed, and the Land will be open to sale or grant. In case of the Officer's dying while holding a "Location Ticket," the land to which it refers will be transmitted to his legal representative.

In case of such death occurring before the "Location Ticket" is obtained, the Governor of the Colony is authorised to make the Certificate available in favour of the Child or other nearest representative of the deceased Officer, as he may find advisable.

7. For the convenience of Officers, the following heads are subjoined of the Rules for the Sale of Land in the Australian Settlements:—

All Lands are disposed of by sale alone, and must have been once at least exposed to public auction.

The lowest upset price is not less than £1 per acre; but the Government has power to raise the same by Proclamation, though not again to reduce it.

The Lands are distinguished into three different classes; viz. Town Lots, Suburban Lots, and Country Lots.

Upon Town and Suburban Lots, as well as upon a proportion not exceeding one-tenth of the whole of the Country Lots offered for sale at any auction, the Governor has the power of naming a higher than the general or lowest upset price: these last to be designated "Special Country Lots."

Town and Suburban Lots are in no case disposed of except by public auction; but Country Lots, which have already been put up to public auction, and not sold, may be disposed of afterwards by private contract at the upset price.

No lands are sold by private contract, except for ready money. When sold by public auction, one-tenth at least of the whole purchase money must be put down, and the remainder within one calendar month, or the deposit is forfeited.

Lands are put up for sale in Lots not exceeding one square mile in extent.

8. In Ceylon, land is sold by public auction at an upset price which is to be fixed by the Governor, which is not to be less than £1 per acre. Before the lands are exposed for Sale, they will be surveyed by the Government and duly advertised.

9. At the Cape of Good Hope, the upset price is two shillings per acre in the old Colony, and four shillings per acre in the district of Natal.

10. The several prices above mentioned are of course subject to revision at any time by the proper Authorities, and the pecuniary amount of the Remission made to Officers cannot be increased on account of an increased value set upon the Lands.

July, 1853.

#### MEMORANDUM.

*Admiralty, 26th August 1841.*

Her Majesty having by Her Order in Council of 10th August, 1840, ordered that Mates in the Royal Navy shall rank with Ensigns in the Army, and Mates of 3 years' standing with Lieutenants in the Army, Her Majesty's Government have recognised the claims of these Officers to the same advantages in the acquisition of Land in the Australian Colonies and in Ceylon, which are enjoyed by Subalterns in the Army under the Regulations of August, 1838.

By Command of their Lordships,  
J. PARKER.

*Colonial Secretary's Office, Perth,  
27th March, 1854.*

His Excellency the Governor directs the following extract from the Secretary of States' Despatch of the 18th Nov. 1853, to be published for general information:—

"I have at the same time to acquaint you that I am of opinion that the East India Company's Officers may henceforth be permitted to settle in Western Australia; and these enjoy the same facilities to acquire land which are allowed to Military and Naval Officers generally under the existing Regulations."

I have, &c., &c.,  
NEWCASTLE.

By His Excellency's Command,  
W. A. SANFORD,  
Colonial Secretary.

[ FORM I. ]

WESTERN AUSTRALIA.

Application for a Pastoral Lease of Crown Land in Class B.

Place, \_\_\_\_\_ Date, \_\_\_\_\_

I hereby apply for a Pastoral lease of \_\_\_\_\_ acres of Crown land in the \_\_\_\_\_ District, from the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_, to the \_\_\_\_\_ of \_\_\_\_\_ 18\_\_, in accordance with the Regulations for the occupation of the same.

The position and boundaries are

To the Honorable The Surveyor General.

Signature \_\_\_\_\_

Received deposit of £ \_\_\_\_\_ on this application.

Dated \_\_\_\_\_ of \_\_\_\_\_ 18\_\_, at \_\_\_\_\_

Collector of Revenue.

Application admissible.

Surveyor General.

Approved.

Governor.

[ FORM K. ]

WESTERN AUSTRALIA.

Application for a Pastoral License of Crown Land in Class A.

I hereby apply for a Pastoral License of \_\_\_\_\_ acres of Crown land in the \_\_\_\_\_ District, from the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_, to the \_\_\_\_\_ of \_\_\_\_\_, 18\_\_, in accordance with the Regulations for the occupation of the same.

The position and boundaries are

To the Hon. The Surveyor General.

Signature \_\_\_\_\_

Received deposit of £ \_\_\_\_\_ on this application.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_, at \_\_\_\_\_

Collector of Revenue.

Application admissible.

Surveyor General.

Approved.

Governor.

[ FORM L. ]

CLASS B.

PASTORAL LEASE, No.

District of

Western Australia.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c. To all to whom these presents shall come. GREETING :—Know Ye, that We, of our especial Grace, and in consideration of the sum of

to our Collector of Revenue for the colony of Western Australia, already paid by

in the said colony, the Lessee in these Premises, and also in consideration of the rents hereinafter reserved on the part of the said Lessee, his Executors, Administrators, and approved Assigns, to be paid, and in exercise of the power in this behalf to Us given by an Act of the Imperial Parliament, entitled "*An Act to repeal the Act of Parliament now in force respecting the disposal of the Waste Lands of the Crown in the Australian Colonies, and to make other provision in lieu thereof*," and by certain Regulations for the sale, letting, disposal and occupation of the Waste Lands of the Crown within the said Colony, proclaimed and published by our Governor of our said Colony the 28th day of January, 1860, made in pursuance of the provisions of the said Imperial Act, do by these Presents demise and lease unto the said Lessee, ALL THAT PIECE OR PARCEL OF LAND mentioned and described in the Schedule hereunder written, with the Appurtenances; EXCEPT and always reserved to Us, our Heirs and Successors, full power at the end of the first year of the term hereby granted, from time to time, to sell to any person or persons, all or any unsold portion of the said demised Premises; except the selected homestead and at the end of the third year of the said term all or any portion of such selected homestead subject to any claim for improvement in pursuance of the said regulations; and also except and always reserved unto Us, our Heirs and Successors, full power and absolute authority at any time during the continuance of this Demise to make grants and sales of all or any part or parts of the said demised Premises for public purposes, and also to except from sale and reserve to us, our heirs and successors, and to enter upon and dispose of in such other manner as for the public interest to Us, our Heirs and Successors, may seem best, such part or parts of the said demised Premises as may be required for public roads, or other internal communications by land or water or for the use and benefit of the Aboriginal inhabitants of the Country or for the purposes of military defence, or as the sites of places of public worship, schools or parsonages, or other public buildings, or as places for the interment of the dead, or places for the recreation and amusement of the inhabitants of any Town or Village, or as the sites of public quays or landing places on the sea coast or shores of navigable streams, or for the construction of railways or railway stations, or for the purpose of sinking shafts and digging for coal, iron or copper, lead or other minerals, or for any other purposes of public defence, safety, utility, convenience or enjoyment, or for otherwise facilitating the improvement and settlement of the Colony, but so that the quantity of land which may be granted, sold or leased, to any railway company shall not exceed in all at the rate of one hundred acres for every mile in length of railway. And also to lay out declare, open, and make public roads into, through, and out of or over any part of the said demised Premises; with liberty to Ourselves, our servants, agents, and workmen, to enter upon the said demised Premises, and to dig for, quarry, and take away any indigenous produce, rock, soil, or other material required for public purposes; and to fell, cut, and remove all or any timber, sandal, or any other woods growing thereon; and to issue licenses to any person or persons, authorising him or them to cut, remove, and cart away the same, with full and free liberty to such licensed persons at all reasonable times of ingress, egress, and regress, for such purposes; and also to sell by public auction any mineral land comprised within any demised premises, and also to depasture on the said demised Premises, any horses or cattle in the employ of the Government or otherwise, as aforesaid, and working on or passing over any part of the said demised Premises for any of the purposes aforesaid; and also excepted and reserved out of this demise a right or rights of way into, over, through, and out of any part of such demised Premises, for all and every person or persons desirous of passing from one part of the country to another, with or without horses, stock, teams, carts, drays, or other conveyances, on all necessary occasions; and also full right to the aboriginal natives of the said colony at all times to enter upon any part of the said demised Premises for the purpose of seeking their subsistence therefrom in their accustomed manner; and also full right to any person or persons to enter on any part of the said demised Premises, to examine the mineral and other capabilities thereof, and to do and perform all things necessary for the purpose of effectually making such examination; every and all such last-mentioned person or persons paying, nevertheless, to the said Lessee, his Executors, Administrators, or approved Assigns, full compensation for any damage accruing to him or them therefrom.

TO HAVE AND TO HOLD the premises hereby demised (except as aforesaid, and subject to the powers, reservations, and conditions herein and in the said Regulations contained), unto the said Lessee, his Executors, Administrators, and Assigns, for the term of eight years, to be computed from the 1st day of January, 18 . . . YIELDING AND PAYING for the same, always in advance, during the said term, unto Us, our Heirs, and Successors, the rent or sum of

on the first day of January in each year, without deduction, except such deduction as the said Lessee, his Executors, Administrators, or Assigns, may be entitled to under the present existing or any future Land Regulations; the first of such annual payment to be made on the first day of January next and all of such annual payments to be made to the Collector of Internal Revenue of our said Colony at Perth, or to the Sub-Collector of Internal Revenue residing nearest to the said demised Premises.

PROVIDED, NEVERTHELESS, and it is hereby declared, that if the said rent be not paid in advance as aforesaid on the first day of January in each and every year, and unless in that case within 60 days after the said first day of January in each year, the said Lessee, his Executors, Administrators, or allowed Assigns shall duly pay to the said Collector or Sub-Collector of Internal Revenue the full amount of such annual rent, with an additional sum equal in amount to one-fourth of the said annual rent, without demand, according to the true intent and meaning of these Presents, or if the said Lessee, his Executors, Administrators, or Assigns, shall at any time during the continuance of the said term in any manner cultivate, break, or dig up any part of the said demised Premises not included in any purchase or demised by a tillage lease, or shall suffer, cause, or allow any other person whomsoever to do the same, or shall use the said demised Premises for any other purpose or in any other manner than strictly and exclusively for pastoral purposes, or to other uses according to the true intent and meaning of these Presents, or shall be convicted of felony, or shall be convicted for any offence against the law, and if two or more Justices of the Peace for the said colony, upon inquiring into such last named offence and case within three months after such conviction thereby shall adjudge this demise and the term hereby created to be forfeited, with or without compensation for the value of any improvements, and provided that such adjudication of forfeiture shall be confirmed by the Governor for the time being of the said colony, then and in all or any of such cases, these Presents shall become void, and the term hereby granted shall be absolutely and indefeasibly forfeited, and it shall thereupon be lawful for Us, our Heirs and Successors, into and upon the said demised Premises or any part thereof in the name of the whole to re-enter, and the same to have again, repossess, and enjoy, as if this deed-poll had never been executed, without making any compensation to the said Lessee, his Executors, or allowed Assigns, except the same shall be so adjudged by the said Justices as last aforesaid. PROVIDED that the said Lessee, his Executors, Administrators, or allowed Assigns, may at all times during this demise, on any part of the said Premises, fell, cut, and use any timber for his domestic and farm purposes, or for the construction of any buildings, fences, stock-yards or other improvements, and use any other materials for the like purposes, but so nevertheless that the said Lessee, his Executors, Administrators, and Assigns, shall not sell or remove the same off the said demised Premises. PROVIDED and it is hereby declared that the said Lessee, his Executors, Administrators, and allowed Assigns shall be entitled at any time and from time to time during the first year of the said term hereby granted to purchase any portion of the said premises (not being Mineral Land nor less in quantity than forty acres) at the fixed price of ten shillings per acre. And shall during such period be allowed to select and improve as a Homestead a block of Land not exceeding in quantity two acres for every one hundred acres of said premises and shall be entitled at any time during the first three years of the term hereby granted to purchase all or any portion of such selected block of Land not being Mineral Land. AND it is hereby expressly declared that the term hereby demised shall not be transferable without the written approval of our said Governor, and unless such transfer, when so approved, shall be made in the form endorsed on these Presents. AND it is hereby expressly declared, that any transfer made, or attempted to be made, without such consent, or in any other form than that last aforesaid, shall be altogether inoperative at law and in equity, and shall not confer any right or interest to or in the said demised Premises upon the transferee. AND it is hereby expressly declared, that We, our Heirs and Successors, are not, nor shall be, liable or responsible for any error in the descriptive boundaries or quantity of land hereby demised, or in respect of any claims which may be set up by any other person or persons to any part or parts of the said demised Premises. PROVIDED, lastly, and it is hereby expressly declared, that We, our Heirs, or Successors, shall not be liable to compensate the said Lessee, his Executors, Administrators, or Assigns, for any loss or damage arising from the exercise of all or any of the powers or rights hereby reserved to Us, our Heirs and Successors, save and except in so far as the same may be provided for by the said Regulations.

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Schedule herein referred to.

IN WITNESS whereof we have caused our said Governor to affix hereto the Public Seal of our said Colony, this                      day of                      , 18                      .

GOVERNOR, &c.

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FORM OF TRANSFER.

I hereby transfer all my right, title and interest in Pastoral Lease No.                      of                      acres, in the District of                      Western Australia, to

Dated this                      day of                      18                      .

WITNESS—

Signature \_\_\_\_\_

Received the Fee of Ten Shillings on this Transfer.

SURVEYOR GENERAL.

I approve the said Transfer.

GOVERNOR,





[ FORM N. ]

## TILLAGE LEASE, No.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c. To all to whom these presents shall come. GREETING: Know Ye, that We, of our especial Grace and in consideration of the sum of £  
Revenue for the Colony of Western Australia, already paid by  
to our Collector of

the Lessee in these premises and also in consideration of the rents hereinafter reserved on the part of the said Lessee, his executors, administrators and assigns, to be paid and in the exercise of the powers in this behalf to us given by an Act of the Imperial Parliament, entitled "An Act to repeal the Acts of Parliament now in force respecting the disposal of the Waste Lands of the Crown in the Australian Colonies, and to make other provision in lieu thereof, and by certain Regulations for the sale, letting, and disposal and occupation of the Waste Lands of the Crown in the said Colony, proclaimed and published by our Governor of our said Colony, the 28th day of January, 1860, made in pursuance of the provisions of the said Act, do by these presents demise and lease unto the said lessee ALL that piece or parcel of land mentioned and described in the Schedule hereunder written with the appurtenances, except and always reserved to us, our heirs and successors, full power and absolute authority at any time during the continuance of this demise, to make grants or sales of all or any part or parts of the said demised premises for public purposes, and also to except from sale and reserve to us, our heirs and successors and to enter upon and dispose of in such manner as for the public interest, to us, our heirs, and successors, may seem best, such part or parts of the said demised premises as may be required for Public roads or other internal communication by land or water, or for the use and benefit of the Aboriginal inhabitants of the Country, or for the purposes of Military defence, or as the sites or places of public worship, schools or parsonages, or other Public buildings, or as places for the interment of the dead, or as places for the recreation and amusement of the inhabitants of any town or village, or as the sites of public quays or landing places on the sea coast or shores of navigable streams, or for the construction of railways or railway stations, or for the purpose of sinking shafts and digging for coal, iron, copper, lead or other minerals, or for any other purposes of public defence, safety, utility, convenience or enjoyment, or for otherwise facilitating the improvement and settlement of the Colony, but so that the quantity of land which may be granted, sold or leased to any railway company shall not exceed in all at the rate of one hundred acres for every mile in length of railway: and also to lay out, declare, open, and make public roads into, through, and out or over any part of the said demised premises, with liberty to ourselves, our servants, agents and to workmen, to enter upon the said demised premises and dig for, quarry, and take away any indigenous produce, rock, soil, or other material required for public purposes, and to fell, cut, and remove all or any timber, sandal, or other woods growing thereon, and to issue licenses to any person or persons authorising him or them, to cut, remove and cart away the same with full and free liberty to such licensed persons at all reasonable times of ingress, egress and regress for such purposes. And also to sell by public auction any mineral land comprised within the said demised premises, and also to depasture on any uncultivated or unenclosed part of the said demised premises, any horses or cattle in the employ of the Government or otherwise whilst working on such land, and also a right or rights of way into, over, through and out of any part of the said demised premises for all and every person or persons desirous of passing from one part of the country to another, with or without horses, stock, teams, carts, drays or other conveyances on all necessary occasions; and full right to the Aboriginal natives to enter on the said premises in their accustomed manner to seek subsistence; and to any person to examine the mineral capabilities thereof, and to do what shall be necessary for that purpose, but paying for all damages arising therefrom. TO HAVE AND TO HOLD the said premises hereby demised (except as aforesaid, and subject to the powers, reservations and conditions herein and in the said Regulations contained) unto the said lessee, his executors, administrators, and allowed assigns, for the term of eight years, to be computed from the first day of January, 18

YIELDING AND PAYING for the same always in advance during the said term unto us, our heirs and successors the rent or sum of

on the first day of January in each year without deduction, except such deduction as the said lessee, his executors, administrators and assigns may be entitled to under the present existing or any future Land Regulations, the first of such annual payments to be made on the first day of January next, and all of such annual payments to be made to the Collector of Revenue of our said Colony at Perth, or to the Sub-Collector of Internal Revenue residing nearest to the said demised premises. Provided, nevertheless, and it is hereby declared, that if the said rent be not paid in advance as aforesaid, on the first day of January in each and every year, and unless in that case within sixty days after the first day of January in each year, the said lessee, his executors, administrators or allowed assigns shall duly pay to the said Collector or Sub-Collector of Internal Revenue as aforesaid, the full amount of such annual rent with an additional sum equal in amount to one-fourth of the said annual rent without demand, according to the true intent and meaning of these presents, or if the said lessee, his executors, administrators or permitted assigns shall be convicted of felony, or shall be convicted of any offence against the law, and if two or more Justices of the Peace of the said Colony, upon enquiring into such case within three months after such conviction shall adjudge this demise to be forfeited, with or without compensation, for the value of any improvement; and provided that such adjudication of forfeiture shall be confirmed by the Governor for the time being of the said Colony, then in all or any of such cases these Presents shall become void, and the term hereby granted shall be absolutely and indefeasibly forfeited, and it shall thereupon be lawful for us, our heirs and successors into and upon the said demised premises, or any part thereof in the name of the whole to re-enter, and the same to have again re-possession and enjoyment as if this deed poll had never been executed without making any compensation to the said lessee, his executors, administrators or assigns, except the same may be adjudged by Justices as last aforesaid. Provided that the said lessee, his executors, administrators or assigns may at all times, during this demise on any part of the said premises, fell, cut and use any timber for his domestic and farm purposes, and the construction of any buildings, fences, stockyards or other improvements, and use any other material for the like purposes; but, so nevertheless, that the lessee, his executors, administrators or assigns shall not sell or remove the same off the said demised premises. And it is hereby expressly declared that the term hereby demised shall not be transferable



[ FORM O. ]

WESTERN AUSTRALIA.

Application for a Tillage Lease of Crown Land.

I hereby apply for a Tillage Lease of \_\_\_\_\_ acres of Crown Land in the \_\_\_\_\_ District from the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, to the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, in accordance with the Regulations for the occupation of the same. The position and boundaries are

(If included within a Pastoral Lease, state the number and contents of such lease, and to whom granted).

To the Hon. The Surveyor General.

Signature \_\_\_\_\_

Received deposit of £\_\_\_\_\_ on this application.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, at \_\_\_\_\_

Collector of Revenue.

Application admissible.

Surveyor General.

Approved.

Governor.

[ P. ]

Schedule of Fees Chargeable for Licenses to Cut Timber.

For any Quantity not exceeding 640 acres of Land .....£20 per annum.

„ Exceeding 640 and not exceeding 1280 ....£40 per annum.

Or 10s. per Month for each pair of Sawyers.

To cut Sandal Wood ..... £2 10s. per month for each pair of Sawyers.

£1 15s. for each additional Man employed.



[ FORM R. ]

Pre-emptive Claim to Purchase Crown Land in Western Australia.

All the Names of Applicant (at full length) his calling and address.	Acres.	District.	Reference to Maps in the Survey Office.	Lease containing the Land.	Original Lessee.	Present Lessee.	

I hereby apply to purchase the land described above, according to existing Regulations.

To the Hon. The Surveyor General.

Signature, \_\_\_\_\_

Place and Date \_\_\_\_\_

I certify the Applicant is in actual occupation of \_\_\_\_\_ lease, No. \_\_\_\_\_

\_\_\_\_\_ Resident Magistrate \_\_\_\_\_ District.

I certify the rent for \_\_\_\_\_ lease No. \_\_\_\_\_ has been paid for 18 \_\_\_\_\_

\_\_\_\_\_ Collector of Revenue.

Received the deposit of £ \_\_\_\_\_ on this application.

\_\_\_\_\_ Collector of Revenue.

Application admissible.

\_\_\_\_\_ Surveyor General.

Approved for Sale at \_\_\_\_\_ shillings per acre to \_\_\_\_\_

as lessee of \_\_\_\_\_ lease No. \_\_\_\_\_

\_\_\_\_\_ Governor.

Boundaries of Land required.