



EXTRA

# GOVERNMENT GAZETTE.

[ PUBLISHED BY AUTHORITY. ]

Wednesday, 24th AUGUST, 1864.

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## PROCLAMATION

*By His Excellency John Stephen Hampton, 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, intitled "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 provisions 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 authorised 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.

*Given under my hand, and issued under the Public Seal of the said Colony, at Government House at Perth, this 20th day of August, in the year One Thousand Eight Hundred and Sixty-four.*

J. S. HAMPTON,  
Governor, &c.

H. 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 and Metals, 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 afore-said 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 of the Crown shall be sold at a less price than ten shillings per acre. Town and Suburban lots shall be sold by Public Auction at such upset price in each case as shall be regulated by the Governor. Ordinary Country lands at a fixed price of ten shillings per acre for sections of 40 acres and upwards.

7.—The minimum size of Country lots for sale shall be 40 acres. Smaller lots than 40 acres of Ordinary Country land shall be charged 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.—No Sales of Mineral Land will be made till further Notice, except for the purpose of fulfilling Engagements already Contracted.

10.—The times and places at which Public Auctions shall be held for the Sales of Waste Lands of the Crown shall be declared with all practicable precision by Notice or Notices in the Government Gazette, issued at some time 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, sandalwood, firewood, and other woods growing or being on any Waste Lands of the Crown may be granted to any person or persons in that behalf, as also for cutting, removing and selling any timber growing or being on certain specified lands; such licenses to be for any period not exceeding twelve calendar months, and to be granted under such Regulations 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 the Regulations at present in force see Chapter VII.)

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 contracts, or to prevent the fulfilment of any promises or engagements 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.

17.—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.

18.—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.

*Directions for purchasing Crown Lands.*

19.—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.

20.—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.

21.—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, Bumbury, Geraldton and the Vasse; and until further notice, such Lots shall be put up at the Upset Prices specified in Schedule B, hereto annexed, for each Town respectively.

22.—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.

23.—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.

24.—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 Bumbury, the second Wednesday in every month; and at Albany and Geraldton, 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.

25.—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.

26.—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.

## ON PASTORAL LANDS.

### CHAPTER II.

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

1.—The waste Lands of the Crown in Western Australia, with the exception of those in the North and East Districts, shall be divided into two Classes denominated respectively Class A and Class B.

2.—Class A shall comprehend:—

1st.—All waste Crown Lands comprised within the following boundaries with the exception of 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, 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 the said River downwards 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.

2nd.—All unappropriated land which may from time to time be removed into Class A by Proclamation of the Governor with the advice of the Executive Council.

3rd.—All unsold portions of Class B leases or of tillage leases within the outer limits of Class A, which may become vacant by forfeiture, abandonment, or the effluxion of time.

4th.—All unappropriated lands within the distance of one mile from any lands which may be in fee simple outside the limits of Class A when these Regulations shall come into force, with the exception of lands purchased within Class B or tillage leases.

3.—Class B shall comprehend all other lands of the Colony open for location.

4.—For the division of the Country in the North and East Districts, see Chapter VIII.

### 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.—A purchaser of Crown Land, or the holder of not less than 10 acres of fee simple land within the limits of the land described in Class A licenses, shall have the right of depasturing within such limits, so long as the same shall be let for pastoral purposes only, either horned cattle or horses (not being bulls or stallions) at the rate of one head for every ten acres so purchased or held in fee.

6.—Purchasers of land within the limits of Class A licenses shall have no claim for trespass by stock, unless committed within lands that may at the time of trespass be properly fenced.

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

### 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 third 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 granted under these Regulations, 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 third 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 or otherwise.

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.—Purchasers of land within the boundaries of Class B leases granted under these Regulations, shall have the right of depasturing horned cattle and horses (not being bulls or stallions) in the proportion of one head for every ten acres so purchased over the unenclosed portions of such first-named land, during the time such portions

shall be let for pastoral purposes; but this right shall be subject to the pre-emptive right of the lessees, as well as to the power of the Crown to grant any such portion or any part thereof in fee or for a term on tillage lease.

6.—Purchasers of land within the limits of Class B leases shall have no claim for trespass by stock, unless committed within lands that may at the time of trespass be properly fenced.

7.—The rent to be paid for a Class B Lease shall be £5 per annum, with an addition at the rate of 10s. per annum for every 1000 acres comprised in such lease.

8.—On the Lands comprised within the limits of a Class B 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, if applied for by a lessee previous to the next rent day.

9.—No holder of a Class B lease granted under these Regulations, or under those of January 1860, shall have a right of renewal; but leases or licenses for a further term will, on approved application, be granted preferably to all existing lessees, with or without amended boundaries, and under such Regulations and conditions as may then be in force.

10.—Nothing in any Class B 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 enter 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 of Chapter I.

11.—Any other person than the lessee of a class B lease under the order in Council of 22nd. March, 1860, who may desire to purchase any portion (not mineral) of the land comprised in such lease, can do so by forwarding with his application the written consent of such lessee to the purchase. Without that consent, any such person as aforesaid can purchase within such lease 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 ten shillings per acre.

12.—Any such claimant as last aforesaid shall send in to 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.

#### 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 inquired 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 authorized 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.—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 such special conditions as may appear applicable thereto.

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

11.—Applicants for land, either by lease or license, or by purchase in the exercise of a pre-emptive right, will be liable to a charge for Survey should such be required for adjusting or completing a claim, and if 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.

12.—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 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.

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 Rules 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 authorised in that behalf by Notice in the Government Gazette.

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

17.—All leases and licenses 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; such transfers shall not be sanctioned unless it is shown that the lands have previously been properly stocked, or some satisfactory reason to the contrary be assigned.

18.—The Governor reserves the right to lay out, declare, open, and make, either permanently or for temporary use, public roads through any lands leased or licensed. Also to take away any indigenous produce, rock, or soil required for public purposes; to cut and remove timber, sandal wood, and other woods from lands under pastoral lease or license, or to issue licenses for cutting and removing the same therefrom; to sell any mineral land comprised within the limits of any pastoral or tillage lease whatever; or with the written consent of the lessee, and notwithstanding his pre-emptive right, to sell any other portion of such lease, at any time, and with a right of immediate entry; to depasture on any unenclosed land any horses or cattle in the employ of the Government, while working on or passing over the said land; together with a right for any person to pass over such unenclosed land, with or without horses, stock or conveyances, while travelling from one part of the country to another, on all necessary occasions.

19.—The aboriginal natives shall have a right to enter upon any unenclosed lands comprised within the limits of any pastoral or tillage lease, or upon any part of a Class A license, for the purpose of seeking their subsistence therefrom in their accustomed manner; and any person whatever shall have the right of examining the mineral capabilities of any pastoral lease or license, and of 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.—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 LANDS.

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

22.—A deposit of £5 on a Lease in Class B, or the full charge for a Class A License or for a Tillage Lease (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.

23.—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.

24.—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

25.—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.

26.—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.

27.—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.

28.—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.

29.—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 or new 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 to the Surveyor General 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.

30.—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.

31.—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, as also in the aforesaid Proclamation of 28th January 1860, shall remain fully in force with reference to all leases or licenses granted or renewed under their authority, except in as far as ordinary country lands shall be sold at the fixed price of ten shillings per acre, and in lots of not less than 40 acres, tillage leases may be granted within pastoral leases with consent of the lessee, lands within pastoral and tillage leases, may with the like consent be sold at any time to others than the lessees, timber, sandalwood, and firewood within a tillage lease shall be used only by the lessee or for public purposes, enclosed portions of tillage and pastoral leases shall not be public thoroughfares, and the annual rent for all tillage leases shall be one shilling per acre.

32.—All persons found in unauthorised occupation of Crown Lands shall be proceeded against according to law.

#### CHAPTER VI.

##### Regulations as to Tillage Leases.

1.—Tillage leases shall be granted to such persons as the Governor thinks fit, for any term not exceeding eight Years, and without auction.

2.—Lands available for general selection on tillage lease, comprise all the waste lands of the Crown open to location, and not included within any public reserve, nor within the limits described in a Class B lease, without the written consent of the lessee thereof.

3.—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.

4.—An abatement of rent for succeeding years shall be made for any part of a tillage lease purchased, or resumed for public purposes, during its currency; provided application for such abatement be addressed to the Surveyor General before the next rent-day, for the Governor's approval; and provided also, that in no case, the annual rent for any such lease be thereby reduced below the sum of £5.

5.—The Governor shall sell to a lessee in actual occupation of lands under a tillage lease, or to any other person with the written consent of such lessee, 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.

6.—Lands within a tillage lease which may be known or supposed to contain minerals may be disposed of according to the regulations hereafter to be established in regard to the disposal of mineral lands in the colony.

7.—With the exception of mineral lands no land comprised within the limits of a tillage lease shall, during the currency thereof, be sold otherwise than to the lessee of such tillage lease, or to others with his written consent.

8.—The Governor may declare by notice in the Government Gazette, that any tillage lease granted under these regulations, or under the regulations proclaimed 28th January, 1850, 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 twelve calendar months preceding any rent day; and thereupon such lease shall be forfeited accordingly.

9.—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.

#### 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 or 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 V.

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 situate, 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.

#### CHAPTER VIII.

##### Regulations as to the North and East Districts.

1.—The portion of Western Australia affected by this chapter shall be designated,—

*First.*—The North District, bounded on the West and North by the sea coast, including the islands adjacent to it; and on the South by the River Murchison, and by a true East line through the summit of Mount Murchison.

*Second.*—The East District, comprised between the longitudes 121 and 129 degrees East, and between the latitude 30 degrees South and the South coast, including the adjacent islands.

2.—The land in these Districts shall be divided into classes A and C:—Class A lands being for annual license, and those in class C for more extended occupation. Class A shall comprise all land within two miles of the sea coast, including the adjacent islands; and class C shall be the remainder.

3.—Permission to proceed to the North or East District, for the purpose of occupying land under these Regulations, shall be obtained by making application in the Form S in the Appendix hereto. Such permission shall be valid for twelve months from its date.

4.—Free pasturage for the stock enumerated in an application, and for their natural increase, shall be allowed on the unappropriated lands of the District referred to, for the space of twelve months from the date of their arrival therein; and within this period, runs not exceeding (100,000) one hundred thousand acres for any one establishment, may be selected in one uniform shape, and be reported in the form T for approval.

5.—Any person claiming such a run, shall forward to the Surveyor General with his application for the same, a certificate signed by some credible person, of the date on which the stock enumerated in the Governor's permission to proceed to such District, actually arrived therein either by land or water.

6.—On the Governor's approval of such selection and certificate, a license (in the Form U annexed) free of rent, and not transferable, shall be issued for the occupation of the land selected, for the term of three years, to commence from the end of the twelve months hereinbefore last mentioned.

7.—At any time within the three years last named, the lawful occupant of any run shall be permitted to select within such run, lots of land not exceeding (20,000) twenty thousand acres each. Any such selections of Class C land shall, on approval, be granted on pastoral lease, in the form V annexed, for eight years, to commence on the first day of January next following the date of application: and similar selections, of Class A land within a run shall, on approval, be granted on annual license, subject to renewal from year to year, at the option of the Government.

8.—Class C leases shall be chargeable with one fee of £5 each at their commencement, together with five shillings per 1,000 for the acreage therein, for each of the first four years, and ten shillings per 1,000 acres for each of the second four years. Class A licenses shall be charged at the same rates for acreage, but no license fee. All payments to be in advance.

9.—Leases and Class A licenses shall be transferable while chargeable with rent, on its being shown to the satisfaction of the Governor, that the lands described in them have been properly stocked.

10.—Runs or leases may be resumed, either wholly or in part, for public purposes; or for sale on giving twelve months notice: but compensation shall in such case be given, according to valuation or agreement, for any lawful improvements existing on the lands described in a lease chargeable with rent at the time of giving such notice.

11.—During the free occupation of a run, and during the first year of a lease, the lawful occupant of the same shall be allowed a right to

cultivate, but no claim for damages by trespass of stock shall be admissible, unless the land trespassed upon shall, at the time of trespass, be properly fenced.

12.—In all other respects the disposal and tenure of the Crown lands in the North and East Districts will be governed by the provisions of the existing Land Regulations.

13.—No protection or Government establishment will be guaranteed to the public, until deemed expedient by the Government.



#### 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.
- G. Application 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 Licenses.
- Q. Form of a Timber License.
- R. Pre-emptive Claim to purchase Land.
- S. Application to run Stock in the North or East District.
- T. Do. for a free Stock-run in Do. Do.
- U. Form of a License to occupy Do. Do.
- V. Do. Class C Lease.

## [ 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 and 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) 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 Allotment of Land,  
according to existing Regulations.

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

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

To the Hon. the Surveyor General.

Received the Deposit of £ \_\_\_\_\_ on this application at \_\_\_\_\_ o'clock on \_\_\_\_\_ day of \_\_\_\_\_ 186 .  
\_\_\_\_\_ Collector of Revenue.

Application admissible. 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). 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.

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

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

To the Hon. the Surveyor General.

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

Application admissible, 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.

## TOWN LOTS.

				£	s.	d.
<i>Perth,</i>	On North side of Hay and Howick Streets	..	per lot	10	.0	.0
„	All others	.. .. .	„	6	.0	.0
<i>Fremantle, Geraldton, Albany</i>		.. .. .	„	6	.0	.0
<i>Guildford, York, Toodyay, Northam, Newcastle, Peel</i>		.. .. .	„	5	.0	.0
<i>Northampton, Pakington, Lynton, Rockingham, Bunbury</i>		.. .. .	„	5	.0	.0
<i>Pinjarrah, Busselton</i>		.. .. .	„	5	.0	.0

## SUBURBAN LOTS.

<i>Perth,</i>	Lots 133 to 138, inclusive	.. .. .	per acre	3	.0	.0
„	All others	.. .. .	„	2	.0	.0
<i>South Perth,</i>	with Water frontage	.. .. .	„	1	.10	.0
„	All others	.. .. .	„	1	.0	.0
<i>Fremantle,</i>	On Water-side Roads	.. .. .	„	2	.0	.0
„	All others	.. .. .	„	1	.0	.0
<i>York, Northam, Newcastle, Toodyay, Bejoording</i>		.. .. .	„	1	.0	.0
<i>Geraldton, Kelmscott, Pinjarrah, Wonnerup, Peel</i>		.. .. .	„	1	.0	.0
<i>Kojonup, Coolingup, Augusta, Rockingham, Lynton</i>		.. .. .	„	1	.0	.0
<i>Albany</i>		.. .. .	„	1	.10	.0

[ 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 of 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 Dieman'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 Dieman'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; Purser, 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 Ensigns 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 in 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 above-named 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 above-named 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 Certificate, receive a Crown Grant for any Land purchased by such Certificate, but will, in the mean time 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 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 at 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 the 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 there 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

Signature \_\_\_\_\_

*To the Honorable The Surveyor General.*

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

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

Application admissible. \_\_\_\_\_ Collector of Revenue.

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

\_\_\_\_\_ 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

Signature \_\_\_\_\_

*To the Hon. The Surveyor General.*

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

dated \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_, at \_\_\_\_\_

Application admissible. \_\_\_\_\_ Collector of Revenue.

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

\_\_\_\_\_ 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., &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 allowed Assigns, to be paid, and in 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 provisions 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 20th day of August, 1864, 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 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 to sell all or any unsold portion of such selected Homestead, subject to any claim for improvements in pursuance of the said regulations: also 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 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 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 and metals, 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 permanently or for temporary use 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 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-wood, or other woods growing or being 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; also to sell any mineral land comprised within said demised premises; and with the written consent of the lessee aforesaid, or of his Executors, Administrators or allowed Assigns, and notwithstanding the existence of any pre-emptive right, to sell any other portion of the said premises at any time, and with a right of immediate entry; and, with the like consent, to grant tillage leases within the same; also to depasture on the unenclosed portions of the said demised Premises, any horses or cattle in the employment of the Government working on or passing over the said demised Premises: also for any person or persons to enter, pass over, through, and out of any such part of the said demised Premises, while passing from one part of the country to another, with or without horses, stock, teams, or other conveyances, on all necessary occasions; and full right to the aboriginal natives of the Colony at all times to enter upon any unenclosed 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 capabilities thereof, and to do all things necessary for the purpose of effectually making such examination, but paying nevertheless, full compensation for any damage arising 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 allowed Assigns for the term of        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 allowed 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 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 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, or if the said Lessee, his Executors Administrators, or allowed 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 of 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 therefor 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, stockyards, or other improvements, and use any other materials for the like purposes, but so nevertheless that the said Lessee, his Executors, Administrators, and allowed Assigns, shall not sell nor 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 40 acres) at the fixed price of 10s. 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 100 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 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 that any transfer made, or attempted to be made, without such consent, or in any other form than 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 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 declared, that We, Our Heirs, or Successors, shall not be liable to compensate the said Lessee, his Executors, Administrators, or allowed 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.

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,

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 M. ]

CLASS A.

PASTORAL LICENSE, 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., &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

the Lessee in these premises, and in 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 provisions 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 20th day of August, 1864, made in pursuance of the provisions of the said Act, have granted unto the said Lessee, his executors, administrators and allowed assigns, full License to occupy all that piece or parcel of land described in the Schedule hereunder written, with the appurtenances, for pastoral purposes only, for and during the term of \_\_\_\_\_ year, to be computed from \_\_\_\_\_

Provided always that if during the said term the said lessee, his executors, administrators or allowed assigns shall cultivate, break or dig up any part of such land, except the same shall be included in a purchase or demised by a tillage lease, or shall suffer, cause or allow any person whomsoever, to cultivate, break or dig up any part of the land as aforesaid, or shall appropriate the said land, or any part thereof, to any other uses than for pastoral purposes, according to the true intent and meaning of these presents: and if the said lessee shall be convicted of felony, then and in any such case, these presents and the term or license hereby granted shall be absolutely void and forfeited; that the said land shall be liable and subject at all times during the said term to resumption and occupation thereof, or any part thereof by the Crown for public purposes, and shall be liable as aforesaid to the Crown entering upon and disposing thereof, or any part thereof, in such other manner as for the public interest may seem best; that the said land, and any part thereof shall be subject at all times during the said term to selection and purchase by the public as waste lands of the Crown, with a right to the purchaser or purchasers thereof, or any part thereof, of immediate entry thereon, without compensation for any improvement which may have been effected on such land selected and purchased as aforesaid; that the term or license hereby granted shall not be transferred or assigned by the said Lessee without the written approval of Our Governor of Our said Colony having been first duly obtained; that every purchaser of any part of the said land during the term hereby granted, and every holder of at least ten acres of fee simple land within the limits of the same, shall have a right of depasturing on the land and premises hereby granted, horned cattle and horses, not being bulls or stallions, at the rate of one head for every ten acres of land so purchased or held. And it is hereby expressly declared that these presents and the term hereby granted shall be subject to all the powers, provisoes, stipulations, regulations and restrictions stated in the said Regulations, as fully as if the same were inserted in these presents.

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SCHEDULE ABOVE REFERRED TO.

In witness whereof We have caused Our 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 license No. \_\_\_\_\_ of \_\_\_\_\_ acres in the District of \_\_\_\_\_ Western Australia, to

Dated this \_\_\_\_\_ day \_\_\_\_\_ 18 \_\_\_\_\_

Witness—

Received the Fee of Ten Shillings on this transfer.

Surveyor General.

I approve of the said transfer.

Governor.



[ FORM N. ]

## TILLAGE LEASE, No.

District of

Western Australia.

**V**ICTORIA, 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 £                      to Our Collector of Revenue for the Colony of Western Australia, already paid by

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 allowed 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 provisions in lieu thereof," and by certain Regulations for the sale, letting, 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 20th day of August, 1864, 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 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 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 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 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, for the purpose of sinking shafts and digging for coal, iron, copper, lead or other minerals or metals, 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 permanently or for temporary use 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 dig for, quarry, and take away any indigenous produce, rock, soil, or other material required for public purposes, also to sell any mineral land comprised within the said demised premises, and with the written consent of the lessee aforesaid to sell any other portion of the said demised premises; also to depasture on any unenclosed part of the said demised premises, any horses or cattle in the employ of the Government whilst working on or passing over such land; also for any person or persons to pass over, through and out of any unenclosed part of the said demised premises whilst passing from one part of the country to another, with or without horses, stock, teams, or other conveyances, on all necessary occasions; and full right to the Aboriginal natives to enter on any such part of the said premises to seek subsistence therefrom in their accustomed manner; 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                      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 allowed 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 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 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, or if the said lessee, his executors, administrators, or allowed 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 improvements, 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-possess and enjoy as if this deed poll had never been executed, without making any compensation to the said lessee, his executors, administrators, or allowed assigns, except the same may be adjudged by 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, and the construction of any buildings, fences, stockyards, or other improvements, and use any other material for the like purpose; but shall not sell nor remove the same off the said demised premises. And it is hereby declared that the term hereby demised shall not be transferable without the written approval of Our said Governor, nor unless such transfer when so approved shall be made in the form endorsed on these presents; and 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 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 claim which may be set up by any other person or persons to any part or parts of the said demised premises. Provided lastly, that We, Our Heirs and Successors, shall not be liable to compensate the said lessee, his executors, administrators or allowed 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 so far as the same may be provided for by the said Regulations.

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SCHEDULE ABOVE REFERRED TO.

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In witness whereof We have caused Our 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

Received the Fee of Ten Shillings on this Transfer.

Surveyor General.

I approve of this Transfer.

Governor.

[ 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 \_\_\_\_\_

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

Received deposit of £ \_\_\_\_\_ on this application at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 18

\_\_\_\_\_ 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,.....2s. and 6d. per month for each man.

[ Q. ]

## TIMBER LICENSE.

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., &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

the Lessee in these Premises, and in 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 provisions 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 the 20th August, 1864, and made in pursuance of the provisions of the said Act, have granted unto the said Lessee, his Executors, Administrators and Assigns, full License to occupy *all that Piece or Parcel of Land and Premises* mentioned and described in the Schedule hereunder written, with the appurtenances, for the sole purposes of felling, removing and selling the timber growing and being on the said lands and premises, for and during the term of one year, to be computed from

And it is hereby expressly declared, that these Presents, and the term hereby created, shall be subject to all the powers, provisoes, stipulations, regulations and restrictions stated in the said regulations, as fully, to all intents and purposes, as if the same were fully inserted herein.

## SCHEDULE ABOVE REFERRED TO.

In witness whereof, We have caused Our Governor of Our said Colony to affix hereto the Public Seal of Our said Colony this                          day of                          18       .

Governor, &amp;c.

[ FORM R. ]

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

All the Name 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.

APPENDIX.

[ FORM S. ]

APPLICATION to run Stock in the ..... District of Western Australia.

Names and Residence of Applicant.	Number of persons in the proposed Establishment	Name of person in charge and whether Married or Single.	Number and description of Stock to be conveyed to the District.	Where Stock to be landed, if conveyed by Sea.	Remarks.
	<p>Men</p> <p>Women</p> <p>Boys under 14</p> <p>Girls under 14</p>		<p>Horses, Mares, and Foals</p> <p>Cattle and Calves</p> <p>Sheep and Lambs.</p>		

I hereby apply for permission to depasture the above mentioned Stock, and their natural increase, in the ..... District of Western Australia, under the Regulations promulgated in a Proclamation dated Perth, 20th August, 1864, to which I undertake to conform.

Signature of Applicant .....

Date, .....

To the Hon  
The Colonial Secretary,  
Perth, Western Australia.

Approved.

..... Governor.

APPENDIX.



[ FORM T. ]

APPLICATION for a Free Stock-Run in the ..... District of  
Western Australia.

Names and Residence of Applicant.	Names of person in charge of the Establishment.	Particulars of stock to be depastured.	Date of permission to convey stock to the ..... district.

I hereby apply for a Free Stock-run of .....acres of Crown land in  
the..... District of Western Australia from the .....day  
of.....18 , to the.....day of.....18 , in accordance  
with the published Regulations for the occupation of the same. The position and  
boundaries are as follows:—

Signature of Applicant.....

Date.....

To the Honorable  
The Surveyor General,  
Western Australia.

Application admissible,

.....Surveyor General.

Approved.

.....Governor.

[ FORM U. ]

CLASS C.

## OCCUPATION LICENSE, 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., &c. To all to whom these presents shall come GREETING;—Know ye that We of Our especial Grace and in consideration of  
of hereinafter called the lessee, conveying to  
the District of Our Colony of Western Anstralia, and keeping and  
maintaining therein, live stock of the following descriptions and numbers, viz. :  
together with men for the due care and  
charge of the same; and in 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 provisions 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 20th day of August, 1864, made in pursuance of the provisions of the said Act, have granted unto the said Lessee full License to occupy all that piece or parcel of land described in the Schedule hereunder written, with the appurtenances, for pastoral purposes, for and during the term of three years to be computed from the day of 18. Subject nevertheless from time to time during the said term, to resumption and occupation of the said land, or any part thereof, by Us, Our Heirs or Successors for public purposes; and subject to the Crown entering upon and disposing thereof, or any part thereof, in such other manner as for the public interest may seem best; and subject to selection and occupation thereof, or any part thereof, by any person or persons under a tillage lease; and after twelve calendar months’ notice to the lessee, subject also to selection and purchase thereof, or any part thereof, by any person or persons as waste lands of the Crown, with a right of entry of the part so purchased or leased immediately after such sale or lease, without compensation for any improvements thereon; Provided that the said lessee shall, without any previous notice, have the right to purchase or take on tillage lease all or any part of the said demised land on which he may have made any improvements to a certified amount equal to the price of the land applied for, that the term hereby granted shall not be transferred or assigned by the said lessee; and that every purchaser of any part of the said demised land shall, during the term hereby granted, have a right of depasturing on the said demised land during the continuance of the said term, either horned cattle or horses, not being Bulls or Stallions, at the rate of four head for every forty acres of land so purchased. And it is hereby declared that if it be shewn to the satisfaction of Our Governor, aforesaid, that the said demised land has been virtually abandoned by the said lessee throughout twelve consecutive months, or if the said lessee shall be convicted of felony, then and in either of such cases, these presents and the term hereby granted shall be absolutely void and 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, administrators, or allowed assigns. And finally it is declared that these presents and the term hereby granted shall be subject to all the powers, provisoes, stipulations, regulations, and restrictions stated in the said Regulations, as fully, to all intents and purposes, as if the same were specified in these presents.

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SCHEDULE ABOVE REFERRED TO.

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In Witness Whereof We have caused Our Governor to affix hereto the Public Seal  
of Our said Colony this day of 18.

Governor, &amp;c.



[ FORM V. ]

CLASS C

## PASTORAL LEASE, No.

*District of Western Australia.*

**V**ICTORIA, 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

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 allowed Assigns to be paid, and in 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 within the Australian Colonies, and to make other provisions 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 20th day of August, 1864, 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 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, to sell all or any unsold portion of such selected Homestead, subject to any claim for improvements in pursuance of the said Regulations; and 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 after giving twelve calendar months' notice of any such intention, the like power and authority to make grants or sales of all or any part or parts of the said premises for other uses; 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 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 and metals, 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 permanently or for temporary use 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 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-wood, or other woods growing or being 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; also to sell any mineral land comprised within the said demised premises; and with the written consent of the lessee aforesaid, or of his executors, administrators or allowed assigns, and notwithstanding the existence of any pre-emptive right, to sell any other portion of the said demised premises at any time, and with a right of immediate entry; and with the like consent to grant tillage leases within the same; also to depasture on the unenclosed portions of the said demised Premises, any horses or cattle in the employment of the Government, while working on or passing over the said demised Premises; also for any person or persons to pass over, through, and out of any such part of the said demised Premises, while passing from one part of the country to another, with or without horses, stock, teams, or other conveyances, on all necessary occasions; also full right to the aboriginal natives of the said Colony at all times to enter upon any unenclosed part of the said demised Premises for the purpose of seeking their subsistence therefrom in their accustomed manner; also full right to any person or persons to enter on any part of the said demised Premises to examine the mineral capabilities thereof, and to do all things necessary for that purpose; paying nevertheless, full compensation for any damage arising 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 allowed Assigns, for the term of \_\_\_\_\_ 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, on the first day of January in each year, the rent or sum of

for each of the first four years of this demise, and the rent or sum of for each of the last four years of this demise, without deduction, except such deduction as the said Lessee, his Executors, Administrators, or allowed 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 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 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 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, or if the said Lessee, his Executors, Administrators, or allowed Assigns shall, after the 31st day of December now next, at any time during the continuance of the residue of the said term of eight years, 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, after the said date, suffer, cause, or allow any other person whomsoever to do the same, or shall, after the said date, 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 of any offence against the law, and if two or more Justices of the Peace for the said Colony, upon enquiring into such last-named offence and case within three months after such conviction therefor, 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, Administrators, 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, stockyards, or other improvements, and use any other material for the like purposes, but shall not sell nor 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 term hereby granted, to purchase any portion of the said premises (not being mineral land nor less in quantity than 40 acres) at the fixed price of 10s 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 100 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 that the term hereby demised shall not be transferable without the written approval of Our said Governor, nor unless such transfer, when so approved, shall be made in the form endorsed on these Presents; And that any transfer made, or attempted to be made, without such consent, or in any other form than 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 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 declared, that We, Our Heirs or Successors, shall not be liable to compensate the said Lessee, his Executors, Administrators, or allowed 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 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.