



SUPPLEMENT
TO
THE WESTERN AUSTRALIAN
GOVERNMENT GAZETTE
Of TUESDAY, 19th MARCH, 1872.

[PUBLISHED BY AUTHORITY.]

WEDNESDAY, 20th MARCH, 1872.

14

WESTERN AUSTRALIA, }
 to wit.
(L. S.)
FRED. A. WELD.
 Governor.

PROCLAMATION by His Excellency FREDERICK ALOYSIUS WELD, Esquire, Governor and Commander-in-Chief in and over the Territory of Western Australia and its Dependencies, &c., &c., &c.

WHEREAS, by an Act of the Imperial Parliament of Great Britain, passed in the 18th and 19th years of the Reign of Her present Majesty, intituled "An Act to repeal the Acts of Parliament now in force respecting the disposal of the Waste Lands of the Crown in the Australian Colonies, and to make other provisions in lieu thereof";—it is provided that it shall 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, to take effect on and after the 15th April, 1872.

Given under my hand and issued under the Public Seal of the said Colony, at Government House, at Perth, this 20th day of March, in the year One thousand eight hundred and seventy-two.

By Command,

FRED. P. BARLEE,
Colonial Secretary.

GOD SAVE THE QUEEN!!!

LAND REGULATIONS.

GENERAL ADMINISTRATION.

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. All regulations heretofore in force are hereby revoked; but 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, under such regulations, 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.

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, under such conditions and limitations as he may think fit, 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.

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 under these regulations shall be in the form and words hereto appended in Schedule 1 for Town and Suburban Lands, and in Schedule 2 for Country and Mineral Lands respectively; and for preparing every such Deed there shall be charged one uniform fee of twenty shillings, and for recording there shall be charged also ten shillings, payable with the purchase money.

APPOINTMENT OF COMMISSIONER, AND PROVISION FOR GRANTING AND LEASING LANDS.

4.—There shall be a Commissioner of Crown Lands for the Colony.

5.—It shall be the duty of the Commissioner of Crown Lands to superintend the preparation, custody, and delivery of Crown grants, leases, licenses, and other instruments of disposition relative to Crown Lands, except where otherwise by law provided, and subject to such provisions as are or shall be made by law relating thereto, and subject also to instructions from the Governor or other officer authorized in that behalf.

6.—Every Crown grant shall be dated on the day on which it is signed by the Governor, and such date shall be deemed the date of issue, and every grant shall be entered of record in the office of the Commissioner of Crown Lands, and also in the office of the Registrar of Deeds.

7.—All leases, licenses, and instruments of disposition of Crown Lands other than Crown Grants shall be signed by the Commissioner of Crown Lands, or other officer authorized on that behalf by the Governor.

8.—After payment of the purchase money for any Crown Land, and the fees for the Deed of Grant and recording, the purchaser shall receive from the Commissioner of Crown Lands a permit to occupy in the form set forth in Schedule 3 to these Regulations, and such permit shall be delivered up upon receipt of a Crown Grant of the land purchased.

ANTEVESTING OF THE LEGAL ESTATE.

9.—The legal estate in lands comprised in grants from the Crown shall in certain cases and to a certain extent be deemed to have been in the grantees prior to the dates of such grants. All deeds heretofore or hereafter to be executed by grantees of Crown Lands, their heirs and assigns, after the dates at which they have or shall become entitled respectively to Crown Grants of the said lands but before the dates of the Crown Grants by which the same have been or shall be subsequently granted, shall, for the purpose of completing the titles of parties to such deeds but for no other purpose, be deemed to have the same force and effect as though the Crown Grants respectively in which such lands are comprised had been executed immediately upon the grantees named therein having become or becoming entitled to receive such Crown Grants respectively.

10.—The dates at which the grantees shall be deemed to have been entitled to receive Crown Grants of their lands shall be:

1. In the case of grantees of land purchased from the Crown under the Land Regulations in force where payment of the purchase money alone entitles the grantee to a grant, the date of the completion of the payment of the purchase money.
2. In the case of grants of land to settlers, subject to terms and conditions, the date of the complete fulfilment of such terms and conditions.

DESCRIPTION OF BOUNDARIES AND PLANS.

11.—In any grant where the ocean, sea, or any sound, bay, or creek, or any part thereof, affected by the ebb or flow of the tide, shall be described as forming the whole or part of the boundary of the land to be granted, such boundary or part thereof shall be deemed and taken to be the line of high water mark at ordinary tides.

12.—The name of the surveyor from whose survey the plan on any grant has been made shall in every case be attached to such plan on the grant, as well as that of the Surveyor General; but the omission of such name shall not affect the validity of the grant.

13.—In every case where a correction of the plan on a grant is required under these Regulations, the expense of a new survey (if requisite) and of the correction of the grant shall be paid by the surveyor or draughtsman by whose mistake or negligence the error requiring correction was made; and the amount of such expenses may be recovered by the Commissioner of Crown Lands in any Court of law having jurisdiction in respect of the amount sought to be recovered.

CORRECTION OR CANCELLATION OF ERRONEOUS GRANTS.

14.—Whenever it shall be made to appear to the satisfaction of the Governor that any error exists in the name of any person inserted in a Crown Grant as that of the intended grantee, it shall be lawful for the Governor to cancel such grant, and to issue a new grant of the land comprised in the cancelled grant in the correct name of such intended grantee. Prior to the cancellation of any such grant, a statutory declaration shall be made by the Commissioner of Crown Lands, to the effect that the name in the grant to be cancelled is erroneous, and that the correct name of the person to whom such grant was originally intended to have been and should be issued is that stated in the declaration aforesaid.

15.—Whenever the name of any person not entitled to the land comprised in any Crown Grant has been or may be inserted by mistake in any grant of such land, instead of the name of the person really entitled thereto, a re-conveyance of such land to Her Majesty, Her heirs and successors, shall be indorsed on the grant and executed by the person to whom the land has been or may be erroneously granted. If such re-conveyance cannot be obtained, it shall be lawful for the Governor, after a statutory declaration having been furnished by the Commissioner of Crown Lands, setting forth the existence and causes of the error, the reasons wherefore the re-conveyance is not obtainable, the name of the person entitled to the grant, and the nature of his title, to cancel the erroneous grant and issue a new grant of the same land to the person entitled thereto.

16.—Whenever it shall be made to appear to the satisfaction of the Governor that any error exists in the description of the land intended to be conveyed by any Crown Grant, it shall be lawful for the Governor to cause a correct description of the said land to be indorsed on the grant or inserted in the margin thereof, and such correct description shall be signed by the Governor.

17.—In all the foregoing cases of grants requiring correction, the Commissioner of Crown Lands, or other officer employed in the administration of Crown Lands and the preparation of Crown Grants, shall furnish such further or other evidence of the errors and the requisite correction thereof as shall be signed by the Governor.

18.—Every grant on or in which any such description shall have been indorsed or inserted and signed as aforesaid, and every deed and instrument in writing containing the erroneous description founded on and executed subsequently to the date of the said grant, shall have the same force and effect as though such correct description instead of an erroneous description had been inserted in such grant, deed, or instrument, before the issuing or execution thereof respectively.

19.—The Governor may in special cases, on the recommendation of the Commissioner of Crown Lands, in lieu of causing any erroneous Crown Grant to be corrected as aforesaid, by indorsement or otherwise, cause the same to be cancelled, and issue a new grant in lieu thereof of the land comprised in the original grant, with a correct description thereof.

REGISTRATION OF DEEDS UNDER CANCELLED OR CORRECTED GRANTS.

20.—Every entry in the books of the Registrar of Deeds relating to any land comprised in any grant cancelled under No. 14 of these Regulations, relating to grants made in the names of persons not entitled to the land comprised therein, shall be cancelled by writing opposite thereto or across the face thereof the words "Cancelled by authority of 'The Land Regulations of 20th March, 1872'"; and such entry shall be signed by the Registrar of Deeds, and such entry shall be thereby cancelled and thereafter be of no force or effect whatever.

21.—With respect to any grant cancelled under the provisions of No. 15 of these Regulations, on account of any error in the name of the grantee, it shall be lawful for the Registrar aforesaid, at his discretion, in lieu of cancelling the entries in his books relating to the land comprised in the grant, to

correct the name of the grantee wherever it occurs in such entries, in accordance with the name in the new grant issued in lieu of the cancelled grant; and every entry so corrected shall be of the same force and effect as if it had been originally made in such corrected form.

MODE AND EFFECT OF CANCELLATION OF GRANTS.

22.—Every cancellation of a grant under these Regulations shall be effected by a statement thereof, on the face of the copy of the grant to be cancelled, in the register of the grants in the office of the Commissioner of Crown Lands, which statement shall be signed by the Governor and countersigned by the Commissioner of Crown Lands, and sealed with the seal of his office.

23.—Every such cancellation shall have the same force and effect in annulling and making void the cancelled grant as if the same were repealed by process of *scire facias*.

24.—Before such cancellation as aforesaid of the register copy of the said grant, the grant itself shall be delivered to the Commissioner of Crown Lands, and having been so cancelled shall be destroyed.

CHARGES AND REGULATIONS FOR SURVEY AND ADMINISTRATION.

25.—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.

26.—It shall be lawful for the Governor in Council, from time to time to make rules, regulations, and orders for the purpose of providing for the mode in which any land or allotment shall be surveyed and boundaries adjusted, and to fix and decide upon rates of payment to be made for the work done or to be done, and to alter or amend any such rules, regulations, or orders; provided that all such rules, regulations, or orders shall be publicly notified in the *Western Australian Government Gazette*.

CLASSIFICATION OF LAND, AND CONDITIONS OF SALE AND OCCUPATION.

27.—CROWN LANDS shall be classed severally as Town, Suburban, Rural, and Mineral.

28.—Waste Lands of the Crown shall be sold at not less than ten shillings an acre; and the minimum acreage of ordinary rural sections shall be forty acres, but any land that is so shut in by private lands or other bounds as not to contain forty acres, may be sold at such rate as each case may seem to The Governor in Council to justify.

29.—Town and Suburban Lands shall be offered by public auction, at an upset price to be determined by the Commissioner of Crown Lands and approved by the Governor in Council, and may be put up either by order of the Commissioner of Crown Lands or upon the application of some person, who shall at the time of making such application deposit ten per cent. of the upset price with the Receiver of Revenue; such deposits shall, if no advance on the upset price be made, be considered as part payment on completion of purchase. An amount equal to ten per centum on the purchase money shall be paid on the fall of the hammer when lands are put up for sale by order of the Commissioner of Crown Lands. In every case the balance shall be paid within thirty days from the day of sale, and in default thereof the purchaser shall forfeit his purchase money, and also all right of title to the land. If any lands put up as specified in this regulation be not sold they may be purchased at any subsequent period at the upset price, without going to auction.

30.—Every application for land shall be made in the form in Schedule 4, and accompanied by a fee of two shillings and sixpence, which shall be allowed on completion of purchase, or otherwise forfeited.

31.—After payment of purchase money and fulfilment of conditions, a permit to occupy shall be issued by the Commissioner of Crown Lands, which shall be delivered up on receipt of Crown Grant for the land purchased.

32.—Not more than one-fourth of the external boundaries of any selection shall be allowed on any frontage line, unless by approval of the Commissioner of Crown Lands in special cases.

33.—A frontage line shall be taken to mean the boundary of a road, river, public reserve, or any sea-coast, permanent stream, or lake.

34.—When, from the frontage not being a straight line, or from the interference of other frontage lines, natural features, or the boundaries of private lands, the rules provided in respect of form cannot be accurately observed, the form of the section shall be determined as nearly in accordance with the foregoing provision as circumstances permit. But the depth shall in no case exceed four times the breadth.

35.—Every section of rural land shall be in one block, and, except as hereinbefore provided, of a rectangular form. Provided, always, that if any section when surveyed prove to differ in any respect from that intended by the purchaser, the Government will not be responsible for any loss or inconvenience which the purchaser may experience, nor will the purchase money be returned: Provided, also, that when the land is found to be in excess, such excess may either be retained by the Government or paid for by the purchaser at a price determined aforesaid, at the discretion of the Commissioner of Crown Lands. Provided, further, that if the Surveyor shall find that the whole extent of land in the selected locality falls short of the quantity paid for by the purchaser, so much of the purchase money as exceeds the price of the land to be conveyed shall be returned to him by the Receiver of Revenue, upon a voucher certified to by the Commissioner of Crown Lands. The permission to occupy shall in any case be amended, and the Crown Grant made out in accordance therewith, and the permit shall be delivered up when the Crown Grant shall be issued.

36.—The time and place of any auction sale of Waste Lands of the Crown shall be notified in the *Government Gazette* at least two calendar months next preceding the day or days of sale, in which the lands to be offered at such auction, and the upset prices at which they are so offered, shall be set forth.

LANDS FOR SPECIAL OCCUPATION.

37.—In each District there shall be laid out, prior to selection, land for special occupation, within defined areas; land within such areas may be taken up in sections of not less than one hundred acres, nor more than five hundred acres, upon conditions of deferred payments and improvements, and the price of land within such areas shall be ten shillings per acre.

38.—The amount of Common Land within such areas shall in no case exceed two hundred per cent. of the land fitted for agricultural purposes, and there shall also be set apart Village Sites, to be subdivided into allotments of five acres, to be sold at an upset price of one pound per acre by public auction.

39.—The Governor may at any time place such Common Lands under the management of any person or persons, and direct the manner in which any fees shall be imposed, paid, collected, and disposed of for depasturing thereon, or delegate the power of regulating fees to any Local Board, Trust, Municipality, or Officer; provided that the holder of the adjoining land shall not be liable to prosecution for unintentional trespass of stock on unenclosed lands within such specified occupation areas.

40.—Licenses in the form in Schedule 5 to occupy not less than one hundred acres nor more than five hundred acres, within areas laid out for special occupation, may be issued to any *bonâ fide* applicants, on the following conditions:

1. The annual fee to be paid yearly, in advance; the first payment to be made at the time of the granting the application, and to be at the rate of one shilling an acre, or fractional part of an acre.
2. The licensee shall not, during the currency of the license, sub-let, assign, or transfer his or her right, title, and interest therein, except by permission of the Commissioner of Crown Lands, and on payment of a fee of ten shillings; and the license shall become absolutely void on the assignment of license, except as above provided.
3. The licensee shall, within the term of his license, or before he can claim the grant either by payment or otherwise, enclose the land described in his license with a good and substantial fence, and have cleared and cropped at least one-fourth of the whole area.
4. If the licensee shall by himself, his tenant, or agent, during the period of three years have occupied the allotment for not less than two years and a-half, and provided and made the improvements of the nature in the previous condition mentioned, and shall prove to the satisfaction of the Commissioner of Crown Lands, by such evidence as may be required, that he has complied with all the conditions of the said license, he shall be entitled, at any time within thirty days after three years from the commencement of the license, to demand and obtain a Crown Grant, upon the payment of seven shillings for each acre or fractional part of an acre; or failing compliance with the above conditions he may obtain a lease of the said allotment; and every such lease shall be for a term of seven years, at a yearly rental (payable in advance) of one shilling for every acre or fractional part of an acre so demised, which shall contain the usual covenant for the payment of rent, and a condition for re-entry for non-payment thereof; and upon the payment of the last sum due on account of the rent so reserved, or at any time during the term, upon payment of the difference between the amount of rent actually paid—such being calculated at the rate of one shilling a year per acre—and the entire sum of ten shillings for each acre, the lessee or his representatives, if he or they have fulfilled all the foregoing provisions in regard to improvements, shall be entitled to a grant in fee of the lands leased; and every such grant shall be subject to such covenants, conditions, exceptions, or reservations as the Governor in Council may direct: Provided that in the case of the death of the licensee during the currency of such license, it shall not be obligatory on the executors or administrators to comply with the said conditions of occupation.

41.—Any immigrant who can prove that he or she has fulfilled the above conditions with regard to improvement, shall be entitled to have remitted to him or her an amount equal to the passage money paid by such immigrant on account of himself or herself, family, and servants, to be accounted for as paid, either as rent or otherwise, as the case may be. Provided, that such immigrant shall select within lands set apart for special occupation within a period of six months from date of arrival in the Colony, and shall immediately occupy such lands after selection in accordance with the terms of these regulations. Provided, further, that the land granted for each statute adult shall not exceed in value £15.

42.—All annual rents are to be paid in advance on the first day of March in each year; licenses or leases from time to time granted, during the year, may be dated as from the first day of March, the first day of June, the first day of September, and the first day of December; the proportion in this case that is to be charged for the portion of the first year shall be so calculated, but no period less than one-fourth of a year shall be allowed in such calculation. Failure of payment of rent shall forfeit all right to the land and the improvements thereon.

43.—For the encouragement of planting vineyards, orchards, and gardens, the Governor shall, within land set apart for special occupation for such purposes, have power to dispose of land in blocks of not less than 10 acres, at ten shillings per acre.

REDEMPTION OF TILLAGE LEASES.

44.—All holders of Tillage Leases under any regulations previously existing may come under the provisions herein contained. A cash payment is to be made of the balance between the total amount of rents paid and the whole price of land, estimated at twelve shillings and sixpence for each acre; or, if rent is paid at the rate of one shilling and threepence for each acre, until such rent with that already paid amounts in the aggregate to twelve shillings and sixpence per acre. Provided that no rent paid at a period prior to 1864 be computed in payment for such tillage land.

FOR THE SALE OF LANDS IN THE NORTH AND EAST DISTRICTS.

45.—With a view to providing for the early and extensive settlement of the Northern portion of the Territory of Western Australia, in which large tracts of good country are reported to have been recently discovered, the Country Lands therein which shall first be selected for purchase as hereinafter provided, to the total extent of 150,000 acres, within twelve calendar months from the date on which these Regulations shall come into operation, shall be sold at the fixed price of seven shillings and sixpence per acre; and any portion of the said quantity of 150,000 acres which may remain unsold at the end of the twelve months aforesaid, or the purchase of which shall not then have been fully completed, shall be sold afterwards at not less than ten shillings per acre, or such other sum as may then have been established as the minimum price for Waste Crown Lands in Western Australia.

46.—One town lot of half an acre may be sold at the same rate and at the same time to every purchaser of 160 acres of such Country Lands, or of each multiple thereof, within twelve calendar months from the date on which these Regulations shall come into operation.

47.—Every application for Country Land must be for 40 acres, or for some multiple thereof.

48.—The deposit on any application for land must be one-tenth of the purchase money thereof.

49.—One calendar month shall be allowed for completing a purchase, and paying the title deed fee of £1, and record fee of ten shillings.

50.—Any balance of payment due upon a purchase, which shall not be paid within the month allowed by clause 49, shall be charged with a fine of 5 per cent. in addition within the next 60 days, and of 10 per cent. in addition after the expiration of the said 60 days.

51.—If the total amount of purchase money, fines, and fees, be not paid within six calendar months from the date of sale, the sale shall be cancelled, and all payments forfeited to the Crown.

52.—No purchaser of land shall have any right to occupy the same until his purchase shall have been completed by payment of the balance due thereon, and the title deed fees.

53.—Country Lands available for general purchase shall be within such limits of territory as shall from time to time be publicly notified as open for sale by the Government Resident.

54.—Within such limits there shall at all times be open for purchase by the first *bonâ fide* applicant who may have paid the required deposit of 10 per cent.:—(1) all unsold and unreserved lands within Division A of these Regulations; (2) all unsold lands in Division C of these Regulations which may not be public reserves or held under any lease chargeable with rent; (3) all unsold portions of any C Lease (except a selected homestead) after the expiration of the first year of the lease, and the expiration of six calendar months' notice to be given by the Government Resident or any person authorised by the Colonial Government; and (4) after the expiration of the third year of the lease, and of a like notice, all unsold portions of any such homestead.

55.—All sales of land within the limits referred to shall be made and conducted by the Government Resident of the District, to whom applications are to be made in the prescribed forms.

56.—The Government Resident shall also be Sub-Collector of Revenue, and shall receive all applications and payments for land.

57.—Applications for land shall have priority according to the actual time of receipt by, and payment of deposits to, the Government Resident.

58.—Applicants for Town and Suburban lots by purchase shall have the benefit of the upset price as their first bidding at auction.

59.—Claims to Town lots, in virtue of Country lands purchased, shall lapse if the required lots be not selected within six months after the completion of the purchase of the Country land.

60.—No title deed or record fee will be charged for Town lots acquired by the purchase of Country land.

61.—Full titles will be prepared at Perth; and in the mean time the completion of a purchase shall be notified to the purchaser, and such notification shall serve as authority for the immediate occupation of the land.

62.—One title deed and record fee only shall be charged for all adjoining Town and Suburban lots purchased by any one person at any one sale, provided that the same may be required to be included in one and the same deed. The same rule is to apply to adjoining Country lots.

63.—Town and Suburban lots shall be sold by Public Auction by the Government Resident or his appointee, at a time and place to be publicly notified, and after notice of not less than two weeks.

64.—The upset price of Town and Suburban lots shall be notified from time to time by the Government Resident.

65.—Compensation shall be given according to valuation or agreement for any lawful improvements effected on lands under lease which may be resumed for public purposes, or be purchased by other than the lessee of such lands, provided such improvements were made prior to the notice of the intended resumption.

66.—Payments for land shall be receivable at the Revenue Office in Perth, at the option of applicants, to whom receipts are to be given for transmission to the Government Resident with any application for land.

67.—Purchasers of Country Land within the Limits of C Leases, shall have no free right to depasture stock within such limits, except upon their own purchases.

68.—All unsold lands shall be liable to resumption by the Government wholly or in part, and at any time, for public purposes.

69.—In laying out the Country, or in receiving applications for the purchase of land, suitable sites shall be reserved for the exclusive use of Aboriginal natives, so as to afford them free access to wood and water.

70.—No Convict or person holding a Ticket-of-Leave, or person under sentence or order of Transportation or of Penal Servitude, shall be introduced or allowed to remain within the Northern portion of the Territory of Western Australia to which these Regulations are intended to apply.

71.—Save in so far as the same are altered by these Regulations, the existing Land Regulations are to be deemed to be in force in these Districts.

PASTORAL LANDS.

72.—The Pastoral Lands of the Crown in Western Australia shall be divided into three classes, to be denominated respectively, 1st Class, 2nd Class, and 3rd Class.

73.—First Class lands shall comprehend all Pastoral Crown Lands comprised within the following boundaries, with the exception of lands set apart for special occupation purposes, viz.:—

On the *South* by the sea coast, to the mouth of the Fitzgerald River, thence by a line running in a North-westerly direction through Mount Stirling to the summit of Wongan Hills, thence by a North line of about thirty-four miles in length, thence by a West line, 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.

74.—The Second Class shall comprehend all other lands in the Colony open for lease, except those in Class Three.

75.—The Third Class shall comprehend all such lands as are at present comprised within the North and East Districts of this Colony.

1. 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.
2. 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.

NORTH AND EAST DISTRICTS.

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

77.—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 in Schedule 6. Such permission shall be valid for twelve months from its date.

78.—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 in Schedule 7, for approval.

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

80.—On the approval of such selection and certificate, a license in the Form in Schedule 8, 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.

81.—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 C land shall, on approval, be granted on pastoral lease, in the form in Schedule 9, for eight years, to commence on the first day of January next following the date of application: and similar selections of 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.

82.—C leases shall be chargeable 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. A licenses shall be charged at the same rates for acreage. All payments to be in advance.

83.—C Leases and 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.

84.—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.

85.—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.

86.—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.

87.—No protection or Government establishment in the North or East Districts will be guaranteed to the public until deemed expedient by the Government.

FIRST AND SECOND CLASS PASTURE LANDS.

88.—First Class lands shall be let at £1 per 1000 acres per annum.

89.—Second Class lands shall be let at 10s. per 1000 acres per annum.

90.—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 value of such improvements shall be made by one competent person appointed by the purchaser and one 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.

91.—Improvements may be considered to be either buildings, wells, tanks, dams, cultivation, grass paddocks, fencing, or any beneficial work done on the run to increase its productiveness and powers of carrying stock.

92.—The occupier of a depasturing lease shall have the right to purchase in the proportion of ten acres to each one thousand acres leased; each lot to contain one hundred acres; and improvements shall be made in each allotment to the extent of twenty-five pounds declared value. To be redeemed in five years, at five shillings an acre.

93.—A pasturage license or lease shall entitle the holder thereof to the exclusive right of pasturage over the land specified, and on the terms therein stated. Such license or lease shall give no right to the soil or to the timber, and shall immediately determine over any land reserved, sold, or otherwise disposed of under these regulations.

94.—The Commissioner of Crown Lands 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.

95.—Any person desiring to rent lands for pastoral purposes, may obtain an annual license to occupy for pastoral purposes, in blocks not less than one thousand acres, on payment of one pound for each thousand acres annually.

96.—Any person desiring to lease lands for pastoral purposes, may obtain a lease to occupy for such purposes, in blocks of not less than ten thousand acres, on payment of one pound for each one thousand acres annually. The duration of such lease shall be for fourteen years.

97.—On every application there shall be paid a fee of two shillings and sixpence.

98.—Nothing in these regulations shall in any way affect land held in lawful occupation in the Northern and Eastern Districts of the Colony, except as hereinbefore provided.

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

1. For non-payment of Rent, as hereinbefore provided.
2. Upon any conviction of felony against the lessee.
3. 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.

100.—The positions of runs, and the arrangement of boundary lines shall be subject to the approval of the Commissioner of Crown Lands; 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.

101.—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. Applications for lease or license to be in the form in Schedule 10.

102.—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, sandalwood, 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 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.

LICENSES TO CUT TIMBER ON THE WASTE LANDS OF THE CROWN.

103.—Application by a pair of Sawyers, Splitters, or Cutters, for a license 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 herein mentioned.

FEES CHARGEABLE FOR LICENSES TO CUT TIMBER.

For any Quantity not exceeding 640 acres of Land	£20 per annum.
Do. exceeding 640 and not exceeding 1280	£40 per annum.
Or 10s. per Month for each pair of Sawyers.		
To cut Sandal Wood	2s. 6d. per Month for each man.

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.

104.—Applications for special licenses to fell, remove, and sell the timber growing or being on any particular waste lands, shall be addressed to the Commissioner of Crown Lands 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.

105.—Such license as last aforesaid shall be prepared in the Office of the Commissioner of Crown Lands, in the form in Schedule 11, 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.

106.—Every such license shall be for twelve calendar months; and if not taken up at Albany within two 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.

107.—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.

LANDS INFESTED WITH POISONOUS INDIGENOUS PLANTS.

108.—It shall be lawful for the Governor in Council, on the recommendation of the Commissioner of Crown Lands, supported by such evidence as may be required to prove that the land applied for is infested by poisonous indigenous plants, and after a proper survey has been made, to grant a pre-emptive right to such land for a term of twenty-one years, on the following conditions:—

1. That not less than one thousand acres be taken up.
2. That One pound be paid every year in advance for each one thousand acres, or fraction of one thousand acres.
3. That all expenses incurred in survey and in production of necessary evidence have been previously deposited with the Receiver of Revenue, or paid to the parties concerned and employed.
4. That if the land so granted shall be completely fenced in with a good and substantial fence, and the poisonous indigenous plants entirely eradicated therefrom, the occupier shall, at the expiration of the aforesaid term of years, be entitled to receive, on payment of such fees as are required by these regulations, a Crown Grant.

109.—No lands held under lease or license for pastoral purposes are to be included in this provision.

110.—Any person may obtain a lease of lands proved to the satisfaction of the Commissioner of Crown Lands to be infested with poisonous indigenous plants, for a period of twenty-one years, at the rate of two shillings and sixpence per annum per 1,000 acres; but in no case shall the annual rent amount to less than one pound. Any such lease shall determine on application made to lease the land under the foregoing sections.

MINERAL LANDS.

111.—Any person, on application to the Commissioner of Crown Lands, or to the Collector of Revenue of the District, may, on approval, and on payment of a registration fee of two shillings and six pence, obtain a license in the form in Schedule 12, to search, for a period of two years, for minerals in any Crown Lands excepting Town, Suburban, or lands let under Tillage Lease, and except gardens, stockyards, and buildings on runs.

112.—Any person registered as above, on defining a block of not more than two hundred acres, describing the position of a post placed in centre of such block, and on payment of a fee of £1, shall obtain a right to mine (in the form in Schedule 13) over such land for a period of twelve months, renewable for a further period of twelve months, on payment of a fee of £1. During currency of mining right, lessee shall be entitled to remove not more than five tons for purpose of testing, but no person shall hold more than one mining right at the same time.

113.—Leases, in the form in Schedule 14, of portions of land not exceeding two hundred acres nor less than twenty acres, will be granted for purposes of mining for any metal or mineral excepting precious metals, for terms of years not exceeding twenty-eight years, upon the following conditions, and rates:—

The first seven years the rent to be five shillings an acre or fractional part of an acre; the second seven years ten shillings an acre; the third seven years fifteen shillings an acre; and the fourth seven years twenty shillings an acre.

114.—At the termination of any mining lease, the lessee may purchase the land contained in such lease at the rate of ten pounds per acre; or the lease may be renewed for a further term of years, on such conditions as may be agreed on.

115.—If the lease of a mine be forfeited or not renewed, the lessee may remove or otherwise dispose of all machinery, improvements, and minerals brought to the surface within three months of notice being given by Government, in default of which the same will be liable to forfeiture. If any lease shall remain unworked and undeveloped for a period of twelve months, such lease shall be liable to forfeiture.

116.—The rent shall be paid on the first day of January in each year, in advance; and no less than one years' rent shall be received. Every lease issued during the year shall be dated from the 1st January preceding. Lessees may determine their leases by giving three months' notice in writing, but no rent shall be in any case refunded.

117.—Applications to lease mineral lots must be addressed to the Commissioner of Crown Lands, and accompanied by a receipt showing that the rent thereupon has been paid to the Treasury on account.

118.—Every application for a lease shall be in the form provided in Schedule 15, and shall contain a full description and boundaries of the land to be included in the lease asked for. Every lease shall be in the form of a parallelogram, but in no case shall the length be more than three times the breadth. The direction of the boundary lines shall be according to application.

119.—Annual returns of ores raised shall be furnished to the Commissioner of Crown Lands.

120.—Nothing in these Regulations shall prevent the lessee from transferring or sub-letting, on approval of Commissioner of Crown Lands, and on payment of a fee of ten shillings.

121.—No mining license or lease shall be granted within the limits of an occupied tillage lease, except to the lessee of such tillage lease, or to others with his written consent.

122.—The lessee of a mining lease shall pay to the lessee of any pastoral lease full compensation, according to agreement or approved valuation, for all lawful improvements which may have been made by such last-mentioned lessee on any portion of his lease that may be thus absorbed for mining purposes.

123.—In no case shall the holder of a mining lease be entitled to any compensation for improvements, or for outlay of any description, after the abandonment or forfeiture of his holding.

124.—The lands available for selection as mineral lands, or for mining leases, shall be all the waste lands of the Crown open to general selection for purchase, lease, or license; and all lands under pastoral lease or license except such homesteads as may have been or which may hereafter be selected under authority of any existing Regulations.

125.—All rents chargeable for mining leases shall be payable to the Collector, or to a Sub-Collector of Revenue, within 15 days next after the established rent day named in any such lease; failing which payment, a lease shall be absolutely and indefeasibly forfeited, unless within 30 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-half of the same. But the Governor in Council, on the recommendation of the Commissioner of Crown Lands, may cancel any such forfeiture, on sufficient grounds shown, and on the lessee duly paying, within 60 days next after such rent day, a sum equal to twice the established rent for the current year.

126.—The residue of any unexpired term for which a forfeited or abandoned mining lease may have been granted shall not afterwards be disposed of, unless the applicant for the same shall duly pay, in manner aforesaid, such sum in addition to the established rent as the Governor may direct.

127.—All deposits and instalments which may have been paid on account of mineral lands shall be forfeited, together with all claims to the land, if by any default of an applicant for the same a lease shall not be duly completed.

128.—There shall be no right of way or thoroughfare through or over any enclosed portion of mineral land leased under these Regulations, except by recognized roads, or for Government purposes.

129.—In all other respects the rules for the sale, letting, and disposal of the waste lands of the Crown in Western Australia shall apply to all lands therein which may be required for mineral purposes.

130.—Nothing in these Regulations contained shall be deemed to apply to auriferous lands.

131.—Before any mineral lands are abandoned or forfeited, it shall be obligatory on the occupant to inclose, by a substantial fence, all shafts and dangerous cuttings made by him during his occupancy.

COMMON LANDS.

132.—The Governor may at any time proclaim any Crown Lands as a common; and may place it under the management of any person or persons, and direct the manner in which any fees shall be imposed, paid, collected, and disposed of for depasturing thereon; and at any time alter, add to, diminish, revoke, or abolish such common; or delegate the power of regulating fees to any local board, trust, municipality, or officer.

PUBLIC RESERVES.

133.—The Governor shall make all reserves required for the purposes of the Colonial Government; and upon the recommendation of the Commissioner of Crown Lands shall from time to time, and at any time when necessary, make reserves of land, whether surveyed into sections for sale or not so surveyed, for the following objects and purposes:—

1. Sites for Churches and Chapels, with not exceeding one hundred acres of Glebe land attached.
2. Railways, Tramways, and Canals.
3. Quays, Landing Places, and Ferries.
4. Sites for Schools and other buildings for the purposes of Education, and land for the endowment of schools and other educational institutions of a public character.
5. Sites for Mechanics' Institutes, Hospitals, and institutions for charitable purposes, Markets, Courthouses, Prisons, or other edifices for public use or purposes for the Colony, or any Borough or Road Board.
6. Cemeteries.
7. Places necessary for the embellishment of towns, or for the health and recreation of the inhabitants.
8. For the endowment of Municipal Corporations within the Colony.
9. For resting places and commonage for horses, cattle, and sheep, and generally for any purpose of public utility, convenience, or enjoyment.

134.—A full and complete description of every such reserve, and of the purposes to which it shall have been dedicated, shall, so soon as possible after it shall have been made, be published in the *Government Gazette*, and set forth on the authenticated maps in the Land Office. Provided that the Commissioner of Crown Lands may temporarily reserve land for such purposes, and if such temporary reserve be not confirmed by the Governor making the same a reserve within six months from which such temporary reserve was made, such land shall thereupon cease to be so reserved.

135.—The specified purposes for which any reserves shall be held may be changed, and any such reserves may be leased or sold, either in whole or in part, by order of the Governor; and notice of such change or sale shall be published in the *Government Gazette* at least thirty days before such change or sale; and the Governor may order that the rents, profits, or proceeds arising from any reserve, or the sale or disposition thereof, shall be paid to any person or persons or corporation having the management of such reserve: otherwise, all monies received shall go to the credit of the land fund.

136.—The Governor may from time to time order and direct that any such reserves as aforesaid shall vest in and be held by any corporation, or other person or persons having corporate succession, to be named in the order, in trust for the like or other public purposes, to be specified in such order in such manner and with powers of leasing for any term not exceeding twenty-one years from the date of the lease.

137.—Reserves for roads, public highways, water works, and drains shall be made by the Commissioner of Crown Lands, with the approval of the Governor, and shall be set forth on the authenticated maps in the Land Office of the Colony.

FORMS OF APPLICATIONS, &c., &c.

138.—It shall be lawful for the Governor in Council to order the publication in the *Government Gazette* of the Forms specified in the list of Schedules hereto annexed, as an appendix to the foregoing Regulations.

LIST OF SCHEDULES.

- | | |
|---|--|
| 1. <i>Form of Grant for Town and Suburban Lands.</i> | 8. <i>Form of License to occupy Pastoral Lands.</i> |
| 2. <i>Form of Grant for Country and Mineral Lands.</i> | 9. <i>Form of Lease of Pastoral Lands.</i> |
| 3. <i>Permit to occupy Crown Lands.</i> | 10. <i>Form of application for Lease or License of Pastoral Lands.</i> |
| 4. <i>Application for purchase of Crown Lands.</i> | 11. <i>Form of Timber License.</i> |
| 5. <i>License to occupy Crown Lands.</i> | 12. <i>License to search for Minerals.</i> |
| 6. <i>Form of application to run stock on Third Class Land.</i> | 13. <i>Form of Right to Mine.</i> |
| 7. <i>Form of application for a free stock run on Third Class Land.</i> | 14. <i>Form of Mining Lease.</i> |
| | 15. <i>Application for Mining Lease.</i> |

Form of Deed of Grant for Town and Suburban Lots in Western Australia.

.....COMMISSIONER OF CROWN LANDS.)

ALL THAT

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.

day of _____ one thousand eight
 _____, in the presence of the Executive Council.

Form of Deed of Grant for Country and Mineral Lots in Western Australia.

.....COMMISSIONER OF CROWN LANDS.)

ALL THAT

same is delineated in the plan drawn in the margin hereof; TOGETHER with all profits, commodities, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise 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 _____, h heirs and assigns, for ever; 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 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 _____, h 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 _____ as 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.

Scaled this
hundred and

day of one thousand eight
in the presence of the Executive Council.

Third Schedule.

A.

WESTERN AUSTRALIA.

[Form of] Permit to Occupy Town Land.

WHEREAS of hath been duly declared the
purchaser, for the sum of pounds, shillings, and pence,
of the section of the Waste Lands of the Crown hereinafter described, and hath this day paid to
Collector of Revenue for the Colony of Western Australia, the sum
of pounds, shillings, and pence, the receipt whereof is
hereby acknowledged: Now know all men, and these Presents witness, that I
in pursuance of the powers vested in me as Commissioner of Crown Lands for the said Colony, do hereby
authorise, empower, and permit the said h heirs or assigns, at any time after
the date hereof to enter upon all that section of land situate in in the town
of , marked No. in the authenticated map of the said town in the Land
Office at Perth, and containing or thereabouts, being the section of land so
purchased as aforesaid; and to hold and enjoy the same for h and their absolute use and benefit.

Given under my hand, at , on the , day of 18 .

Commissioner of Crown Lands.

This Permit is to be delivered up upon receipt of a Crown Grant for the land purchased.

B.

WESTERN AUSTRALIA.

[Form of] Permit to Occupy Rural Land.

WHEREAS of hath been duly declared the
purchaser, for the sum of pounds, shillings, and pence,
of the section of the Waste Lands of the Crown hereinafter described, and hath this day paid to
Collector of Revenue for the Colony of Western Australia, the said
sum of pounds, shillings, and pence, the receipt whereof is
hereby acknowledged: Now know all men, and these Presents witness, that I
Commissioner of Crown Lands for the said Colony, do hereby authorise, empower, and permit the
said , h heirs or assigns, at any time after the date hereof, to enter upon
all that section of land situate and bounded as hereinafter described, that is to say

and to hold and enjoy the same for h and their absolute use and benefit; subject, nevertheless, to the
laws and regulations now in force for the letting, disposal, and occupation of the Waste Lands of the
Crown within the Colony of Western Australia.

Given under my hand at on the day of 18 .

Commissioner of Crown Lands.

This Permit is to be delivered up upon receipt of a Crown Grant for the land purchased.

Fourth Schedule.

Application to purchase a Section of Crown Land in Western Australia.

All the names of the Applicant [at full length] his address and calling.	No.	Acres.	Town or District.	Amount of Purchase Money.			Remarks.
				£	s.	d.	

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

Signature of Applicant.....

Date.....

To the Commissioner of Crown Lands.

Received this application, at o'clock on day of 18 .

.....Commissioner of Crown Lands.

Application approved, for sale { at fixed price of shillings per acre, this day of 18 .
[or, by Auction, on the day of 18 .]

.....Commissioner of Crown Lands.

Received £ , the full amount of fees and purchase money,

.....Collector of Revenue.

Date.....18...

Fifth Schedule.

Form of License to occupy Crown Lands.

KNOW all men that I the Commissioner of Crown Lands, do hereby, in pursuance of the Land Regulations 1872, give to full license and authority to enter upon and occupy all that allotment of Crown Land delineated on the plan hereon, and containing , for a period of three years from the date hereof, subject to the conditions hereunder specified, and to be determined, annulled, forfeited, revoked, made void, or rescinded in accordance with the provisions of the said Regulations.

CONDITIONS.

1. The annual fee to be paid yearly, in advance; the first payment to be made at the time of the granting the application, and to be at the rate of one shilling an acre, or fractional part of an acre.

2. The licensee shall not, during the currency of the license, sub-let, assign, or transfer his or her right, title, and interest therein, except by permission of the Commissioner of Crown Lands, and on payment of a fee of ten shillings; and the license shall become absolutely void on the assignment of license, except as above provided.

3. The licensee shall, within the term of his license, or before he can claim the grant either by payment or otherwise, enclose the land described in his license with a good and substantial fence, and have cleared and cropped at least one-fourth of the whole area.

4. If the licensee shall by himself, his tenant, or agent, during the period of three years have occupied the allotment for not less than two years and a-half, and provided and made the improvements of the nature in the previous condition mentioned, and shall prove to the satisfaction of the Commissioner of Crown Lands, by such evidence as may be required, that he has complied with all the conditions of the said license, he shall be entitled, at any time within thirty days after three years from the commencement of the license, to demand and obtain a Crown Grant, upon the payment of seven shillings for each acre or fractional part of an acre; or failing compliance with the above conditions he may obtain a lease of the said allotment; and every such lease shall be for a term of seven years, at a yearly rental (payable in advance) of one shilling for every acre, or fractional part of an acre so demised, which shall contain the usual covenant for the payment of rent, and a condition for re-entry for non-payment thereof; and upon the payment of the last sum due on account of the rent so reserved, or at any time during the term, upon payment of the difference between the amount of rent actually paid—such being calculated at the rate of one shilling a year per acre—and the entire sum of ten shillings for each acre, the lessee or his representatives, if he or they have fulfilled all the foregoing provisions in regard to improvements, shall be entitled to a grant in fee of the lands leased; and every such grant shall be subject to such covenants, conditions, exceptions, or reservations as the Governor in Council may direct: Provided that in the case of the death of the licensee during the currency of such license, it shall not be obligatory on the executors or administrators to comply with the said conditions of occupation.

Given under my hand, at , on the day of , 187 .

Commissioner of Crown Lands.

Sixth Schedule.

Form of Application to run Stock on Third Class Land.

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.
	Men Women Boys under 14 Girls under 14		Horses, Mares, and Foals Cattle and Calves Sheep and Lambs		

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 March, 1872, to which I undertake to conform.

Signature of Applicant

Date

To the Commissioner of Crown Lands,
Perth, Western Australia.

Approved,

..... Commissioner of Crown Lands.

Seventh Schedule.

Form of Application for a Free Stock Run on Third Class Land.

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 Commissioner of Crown Lands,
Western Australia.

Approved,

..... Commissioner of Crown Lands.

Eighth Schedule.

WESTERN AUSTRALIA.

Form of License to occupy Pastoral Lands.

WHEREAS of hath been duly declared to be entitled to depasture Stock upon the Waste Lands of the Crown within the Colony of Western Australia hereinafter specified, upon the terms and conditions hereinafter mentioned; Now therefore I, Commissioner of Crown Lands for the said Colony, do hereby grant the said the exclusive license, from and after the date hereof until the day of next, to depasture Stock upon the land situate and bounded as hereinafter described; that is to say

and containing acres or thereabouts; subject, nevertheless, to all the provisions and conditions contained in the laws and regulations now in force for the letting, disposal, and occupation of the Waste Lands of the Crown within the Colony of Western Australia.

Given under my hand, at of 18, on the day

..... Commissioner of Crown Lands.

Ninth Schedule.

Form of Lease of Pastoral Lands.

FIRST AND SECOND CLASS.

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, intituled "An Act to repeal the Acts of Parliament now in force respecting the disposal of the Waste Lands of the Crown in the Australian Colonies, and to make other 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, 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 during 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, 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; 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, sandalwood, 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; 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 fourteen years, to be computed from the first day of 18 , YIELDING AND PAYING the sum of for the same, always in advance, during the said term, unto Us, Our Heirs and Successors, on the first day of 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 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 in each and every year; and unless in that case within sixty days after the said first day of 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 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 term hereby demised shall not be transferable without the written approval of Our Commissioner of Crown Lands, 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 Commissioner of Lands to affix hereto the Public Seal of
Our said Colony, this day of 18 ,

Commissioner of Crown Lands.

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,

.....Commissioner of Crown Lands.

I approve the said Transfer,

.....Commissioner of Crown Lands.

Form of Lease of Pastoral Lands.

THIRD CLASS.

.....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., &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, intituled “An Act to repeal the Acts of Parliament now in force respecting the disposal of the Waste Lands of the “Crown in the Australian Colonies, and to make other 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, 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; 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, sandalwood, 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 first day of _____ 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 _____ 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 _____ 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 _____ in each and every 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 thirty-first day of December now next, at any time during the continuance of the residue of the said term of _____ 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, 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 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 forty acres), at the fixed price of ten shillings per acre; and shall during such period be allowed to select and improve as a Homestead a block of land, not exceeding in quantity two acres for every hundred acres of said Premises; and shall be entitled, at any time during the first three years of the term hereby granted, to purchase all or any portion of such selected block of land, not being mineral land; and that the term hereby demised shall not be transferable without the written approval of Our Commissioner of Crown Lands, 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.

SCHEDULE HEREIN REFERRED TO.

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

Commissioner of Crown Lands.

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:

..... Commissioner of Crown Lands.

I approve the said Transfer,

..... Commissioner of Crown Lands.

Tenth Schedule.

Form of Application for Lease or License of Pastoral Lands in Western Australia.

I HEREBY apply for a Pastoral 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 as shewn below.

Signature.....

To the Commissioner of Crown Lands,
Perth, Western Australia.

Name and address of Applicant.	No. of Lease or License.	No. of Acres.	District.	Annual Rent.		
				£	s.	d.

Received this Application the day of 18 ,
at o'clock.

..... Commissioner of Crown Lands.

Application approved, as shewn above, this day of 18 .

..... Commissioner of Crown Lands.

Received £ Rent due. Collector of Revenue.

Date.....

Eleventh Schedule.

WESTERN AUSTRALIA.

Timber License.

WHEREAS of has made application for a license to cut, saw, split, and remove Timber from all that piece or parcel of the Waste Lands of the Crown situate at in the Colony of Western Australia, containing acres, and has paid into the hands of Collector of Revenue for the said Colony, the sum of pounds, shillings, and pence; Now therefore I do hereby license the said to cut, saw, split, and remove Timber on and from the said land for the term of subject to the provisions of the laws and regulations now in force for the sale, letting, and disposal of the Waste Lands of the Crown in Western Australia.

Given under my hand, at on the day of 18 .

Commissioner of Crown Lands.

Twelfth Schedule.

Form of License to search for Minerals.

2s. 6d.

KNOW all men that I Commissioner of Crown Lands, do hereby, in pursuance of the Land Regulations, 1872, give to of in consideration of the sum of two shillings and sixpence by him duly paid, full license and authority to enter upon the Crown Lands of the Colony for the following purpose, that is to say: For searching for Minerals. And this License shall be in force for calendar months from the date hereof, unless the same is forfeited or rendered void, and shall be subject to the restrictions, limitations, and conditions expressed in the aforesaid Regulations.

Witness my hand, this day of in the year of our Lord one thousand eight hundred and seventy-

Commissioner of Crown Lands.

Thirteenth Schedule.

Form of Miner's License.

No.

£1, 0, 0

District of.....

Date.....

MINER'S LICENSE.

ISSUED to
1872, to be in force until

under the provisions of the Land Regulations,
187 .

Approved, with boundaries as shewn in the above plan.

..... Commissioner of Crown Lands.

1. The above License only gives to the Licensee the right to use the land for the purpose for which the License has been granted, and for no other purpose whatsoever.

2. The Licensee will not be permitted to assign or sub-license the land, or part with the possession thereof, or his interest therein, without the consent of the Commissioner of Crown Lands.

3. The License will be forfeited if the Licensee commits any breach or neglect of the above conditions.

4. Miners or other persons requiring to occupy for mining purposes any part of the surface of the land, or to enter thereupon for such purposes, or for the purpose of cutting, constructing, repairing, or cleaning any race, shall, with the consent of the Commissioner of Crown Lands, and on paying the Licensee such compensation as the said Commissioner shall direct, be permitted to do so; and the acceptance by the Licensee of any sum so determined shall render void this License so far as regards the portion in respect of which such payment shall have been made.

5. The License shall not apply to any lands for which any application has been made for a lease or license prior to the date of the application for this License, if such application has not been disposed of by the Commissioner of Crown Lands.

6. The Governor in Council shall at any and all times have full power to sell or lease the lands, or any part thereof, comprised in this License, without any payment of compensation to the Licensee: and in such case this License, so far as regards the lands sold or leased, shall be rendered void.

Fourteenth Schedule.

Form of Mining Lease.

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

(hereinafter named the lessee) and also in consideration of the rents and stipulations hereinafter reserved and contained on the part of the said lessee, his executors, administrators, and allowed assigns to be paid and done, and in exercise of the powers in this behalf to Us given by an Act of the Imperial Parliament, intituled "An Act to repeal the Acts now in force respecting the disposal of 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 March, 1872, and made in pursuance of the provisions of the said Act, and of all other powers enabling us in this behalf, do by these presents grant and demise unto the said Lessee, his executors, administrators, and allowed assigns, ALL copper and lead mines, and veins, beds, netts, and bunches of copper and lead ore, and all other mines and minerals whatsoever (except the precious metals and coal) lying within or under ALL THAT PIECE OR PARCEL OF LAND specified in the Schedule hereunder written, together with the said land, with full liberty, power, and authority, by themselves and their agents and servants, to enter upon the said lands hereby demised, or any part thereof, and there to break the surface, and search for, work, win, and obtain the said ores and minerals, and for that purpose to dig, sink, drive, and make pits, shafts, drifts, headways, levels, adits, soughs, trenches, and sluices, and to build and make engines, furnaces, smelting houses, stamping mills, ore and store houses, hovels and stables, and other erections, and to sell, convert, and carry away, and otherwise appropriate such copper, lead, and other minerals to his and their own use and benefit, as well as all ores and minerals raised by him or them during any license held at the commencement of the term hereby granted; and to do all other things necessary or convenient as well for working the said mines as for refining the metals or minerals, and carrying off and removing all the water, slag, rubbish, and other annoyances from the works, and for the accommodation of the persons employed thereon; and to turn, change, or alter the course of water and rivulets within and on the said demised land and premises. And also liberty of access, ingress, egress, and passage at all times to the said Lessee, his executors, administrators, and allowed assigns, and their servants, agents, and workmen, with or without horses or other animals and carriages and materials of all kinds. Except and reserved to Us, Our Heirs and Successors, full power from time to time during the term hereby created, and 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 rivers or streams, or for the construction of railways or railway stations, or for purposes of Public defence, safety, utility, convenience or enjoyment, or for digging for the precious metals, or for otherwise facilitating the improvement and settlement of the Colony; and also permanently or for temporary use to lay out, declare open, and make Public roads into, through, and over any part of the said demised premises; with liberty to Ourselves, Our agents, and workmen, to enter upon the said demised premises to dig for, quarry, and take away any indigenous produce, rock, gravel, stone, 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 liberty to such licensed persons at all reasonable times of ingress, egress, and regress, for such purposes; and with the written consent of the said Lessee, his executors, administrators, and allowed assigns, and notwithstanding the existence of any pre-emptive right, to sell as mineral land any portion of the said demised land from time to time; also to depasture on the unenclosed portions of such lands any horses or cattle in the use of the Local Government, whilst working on or passing over the said land; also liberty for any person or persons to enter, pass over, through, or out of any unenclosed part of the said lands on which there is a recognised road, whilst passing from one part of the Country to another, with or without horses, stock, teams, or other conveyances, on all necessary occasions; also full power and right to the Aboriginal natives at all times to enter upon any unenclosed part of the said land for the purpose of seeking their subsistence therefrom in their accustomed manner. To hold, use, and enjoy the said lands, minerals, ores, metals, powers, and premises unto the said Lessee, his executors, administrators, and allowed assigns, for the full term of years from the First day of January, 187 , YIELDING AND PAYING for the same, always in advance, during the first seven years of the said term the sum of five shillings per acre, and during the second seven years of the said term the sum of ten shillings per acre, and during the third seven years of the said term the sum of fifteen shillings per acre, and during the last seven years of the said term the sum of twenty shillings per acre, for each and every acre of such land, on the First day of January in each year, without deduction, except such as may be made under the said Regulations; the said annual payments in advance to be made to Our Collector of Revenue, or to

Our Sub-Collector of Revenue residing nearest to the said demised lands. Provided, and it is declared, that if the said rent be not paid in advance as aforesaid on the first day of January in each and every year, or within fifteen days next after such day, and unless in that case within thirty days after the said first day of January in each year the said Lessee, his executors, administrators, and allowed assigns, shall duly pay to the said Collector of Revenue the full amount of such annual rent, with an additional sum equal in amount to one-half of the said annual rent, without demand; or if the said Lessee, his executors, administrators, or allowed assigns, shall at any time during the term hereby created in any manner cultivate, break, or dig up any part of the said land, or use the same for any other purpose than strictly and exclusively for mining purposes 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 laws; or if any clause, proviso, or condition of this Lease, or of the said Regulations, shall be infringed or broken by the said Lessee, his executors, administrators, or allowed assigns; then, and in either or any of such cases, it shall be lawful for Our Governor aforesaid, by a notice published in the *Government Gazette* of Our said Colony, to declare that this demise and the term hereby created is forfeited, and thereupon these presents and the term hereby created shall cease and be absolutely void and forfeited; and it shall be lawful for Us, Our Heirs and Successors, into and upon the said demised land, or any part thereof in the name of the whole, to re-enter and have again in Our and their former estate, without making to the said Lessee, his executors, administrators, or allowed assigns, any compensation for any improvement or outlay thereon, except the same shall be adjudged by Our Governor aforesaid. Provided that the said Lessee, his executors, administrators, and allowed assigns, may at all times during this present demise depasture any horses and cattle working on the said demised land for such purposes, and shall and may use any indigenous timber, firewood, rock, and soil, growing and being on such land, for the construction of fences, buildings, implements, machinery, shafts, dams, sluices, stockyards, and other works and improvements thereon connected with mineral purposes (but shall not sell, or remove the same respectively from off such land). And it is declared that these presents, and the term hereby granted, shall not be transferable without the written consent of Our Commissioner of Crown Lands in the form indorsed hereon, nor unless he shall be satisfied mining operations on the said land have been carried on by the said Lessee, his executors, administrators, or allowed assigns, and that all fees on any such transfer have been paid; and that We, Our Heirs and Successors, are not nor shall be liable or responsible for any error in the description, boundaries, quantity, or qualities of the 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 land; and shall not be liable to compensate the said Lessee, his executors, administrators, or allowed assigns, for any loss or damage which may arise from the exercise of all or any of the powers hereby reserved, save and except in so far as may be provided for by the said Regulations; And provided, lastly, that these presents, and the term hereby created, shall be subject to all the powers, provisos, and clauses set forth and contained in such Regulations above referred to, which relate to the leasing and disposal of mineral lands, as if the same had been particularly expressed and set forth herein.

SCHEDULE HEREIN REFERRED TO.

In witness whereof we have caused Our Commissioner of Crown Lands to affix hereto the Public Seal of Our said Colony this day of 18 .

Commissioner of Crown Lands.

FORM OF TRANSFER.

I hereby transfer all my right, title, and interest in Mining 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:

I approve of this Transfer, Commissioner of Crown Lands.

..... Commissioner of Crown Lands.

Fifteenth Schedule.

Application for a Mining Lease of Crown Land in Western Australia.

Place Date

SIR,

I hereby apply for a mining lease of the portion of Crown Land hereunder described, for the term
of years, under the Regulations applicable thereto.

District

Acres

Description of Boundaries.

Signature of Applicant.....

(If the land applied for is included within any existing pastoral lease or mining license, the particulars of
such must here be stated, and a Certificate added that the land is known or supposed to contain minerals.)

To the Commissioner of Crown Lands.

Received the Deposit £ at o'clock on day of 18 ..

..... Collector of Revenue.

Approved,

..... Commissioner of Crown Lands.