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OF
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No. 158.—C.S.O.

PROCLAMATION

WESTERN AUSTRALIA, }
to wit.

(L.S.)
H. ST. GEORGE ORD,
Governor.

By His Excellency Major-General SIR HARRY ST. GEORGE ORD, Knight Commander of the Most Distinguished Order of Saint Michael and St. George, Companion of Our Most Honorable Order of the Bath, 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 shall 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 14th September, 1878.

Given under my hand and issued under the Public Seal of the said Colony, this fourteenth day of September, One thousand eight hundred and seventy-eight.

By His Excellency's Command,
ROGER TUCKERD. GOLDSWORTHY,
Colonial Secretary.

GOD SAVE THE QUEEN!!!

LAND REGULATIONS.

1.—The Regulations proclaimed on the 22nd May, 1873, and 15th February, 1875, and all other Regulations heretofore in force affecting the Waste Lands of the Crown in Western Australia, 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

Former Regulations re-
voked.
Saving existing rights.

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.

Lands to be sold in fee simple.

2.—Save as is hereinafter excepted, the Waste Lands of the Crown in Western Australia shall not 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.

PUBLIC RESERVES.

Governor may make Reserves for public purposes.

3.—Notwithstanding these Regulations, the Governor of the said Colony is hereby authorised, subject to such conditions and limitations as he may think fit, to sell or to except from sale, and either to reserve to Her Majesty, her heirs and successors, or to dispose of in such other manner as for the public interest may seem best, such lands, whether surveyed into sections for sale or not, as may be required for the following objects and purposes:

1. For the use or benefit of the aboriginal inhabitants.
2. Military or Naval defence.
3. Railways, tramways, and canals.
4. Quays, landing places, and ferries.
5. Sites for churches and chapels, with not exceeding 100 acres of glebe land attached, and sites for parsonages.
6. 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.
7. 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.
8. Cemeteries.
9. Places necessary for the embellishment of towns, or for the health, recreation, or amusement of the inhabitants.
10. For the endowment of municipal corporations within the Colony.
11. For sinking shafts and digging for coal, iron, copper, lead, or other minerals and metals.
12. Resting places and commonage for horses, cattle, and sheep.
13. Any purpose of safety, public utility, convenience, or enjoyment, or for otherwise facilitating the improvement and settlement of the Colony.

Reserves to be publicly notified.

4.—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 Lands 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.

Governor may change purpose of the Reserve.

5.—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.

6.—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.

In whom Reserves are to vest.

7.—Reserves for roads, public highways, waterworks, 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.

What Reserves Commissioner of Crown Lands may make.

8.—The Governor of Western Australia is authorised and required, in the name and on behalf of Her Majesty, and upon such terms and conditions as to resumption of the land or otherwise as to him shall seem fit, 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.

Governor to make Conveyances.

Forms of Conveyance.

Fees.

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

Commissioner of Crown Lands.

10.—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 authorised in that behalf.

Duties.

11.—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.

Date, &c., of Grants.

12.—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 authorised on that behalf by the Governor.

By whom to be signed.

13.—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 certificate of the land purchased.

Permit of occupation.

- 14.—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.
- 15.—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.
- 16.—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.
- 17.—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.
- 18.—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.
- 19.—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.
- 20.—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 reconveyance 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 reconveyance cannot be obtained, it
- Ante-vesting of the legal estate.
- Dates of Grants.
- Boundaries, &c.
- Surveyor to sign Plans.
- Expenses of new Surveys.
- Erroneous Grants.
- Grants by mistake, how to be dealt with.

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 reconveyance 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.

21.—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.

22.—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.

23.—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.

24.—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.

New Grants in lieu of erroneous Grants.

25.—Every entry in the books of the Registrar of Deeds relating to any land comprised in any grant cancelled under No. 19 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 14th September, 1878'"; 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.

Mode of cancelling erroneous Grants.

26.—With respect to any grant cancelled under the provisions of No. 20 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.

27.—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.

Mode and effect of cancellation of grants.

28.—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*.

29. 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.

30.—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.

31.—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.

32.—For the purposes of these Regulations the Colony shall be considered to be divided into four Districts. (1) The Central. (2) The Northern. (3) The Central-Eastern. (4) The South-Eastern; and the Crown Lands shall be classed severally as town, suburban, rural, and mineral.

Central District.

33.—In the Central District—*bounded on the West and South by the sea coast, including the Islands adjacent to it; on the North by the Murchison River; and on the East by a line from Bompas Hill, in the Great Northern bend of the Murchison, through Wongan Hills and Mount Stirling, to the mouth of the Fitzgerald River, and including a strip of land 5 miles wide along the South Coast, and a block 20 miles along coast by 10 miles in depth at Eucla*—Waste Lands of the Crown shall be sold at not less than ten shillings an acre; and the Waste Lands of the Crown in the Northern, Central-Eastern Districts, and South-Eastern District shall be disposed of as hereinafter provided. 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.

Price of Rural Land.

Town and Suburban land to be sold by auction.

34.—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.

35.—Every application for land shall be made in the form in Schedule 4, and accompanied by a fee of two shillings and sixpence. Mode of application.

36.—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 to the Commissioner of Titles on receipt of Crown Grant certificate for the land purchased. Permit of occupation.

37.—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. Boundaries.

38.—A frontage line shall be taken to mean the boundary of a road, river, public reserve, or any sea coast, permanent stream or lake, which, with the exception of the sea must be defined by lines the same as other boundaries.

39.—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 three times the breadth. Form of Lot.

40.—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.

41.—The time and place of any auction sale of waste lands of the Crown shall be notified in the Government Gazette at least twice before the day or days of sale, and the upset prices at which they are so offered shall be set forth, and advertised in one other paper circulating in the district in which the lands are situated. Public Notice of Sales.

42.—Lands for special occupation 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 shall be ten shillings per acre. Special occupation Lands.

43.—Licenses for three years in the form in Schedule 7 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:— Licenses of occupation.

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 the 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.

Rent.

44.—All annual rents, except rents for mineral lands which are payable on the first of January, 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 January and the first day of July; 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-half of a year shall be allowed, the rent being always calculated as from the first of January to the thirty-first of December. Failure of payment of rent shall forfeit all right to the land and the improvements thereon; and all applications for renewal of licenses must be deposited at the Land Office on or before the last day of January in each year.

Vineyards, &c.

45.—For the encouragement of planting vineyards, orchards, and gardens, the Governor shall have power to dispose of land in blocks of not less than ten acres, at ten shillings per acre.

46.—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.

Redemption of tillage leases.

47.—NORTHERN DISTRICT.—Bounded on the West and North by the sea coast, including the Islands adjacent to it; on the South by the River Murchison, and by a due East line through the summit of Mount Murchison till it intersects the Eastern boundary of the Colony; and on the East by the Eastern boundary of the Colony.

For the sale of land in the Northern, Central-Eastern, and South-Eastern Districts.

Northern District.

THE CENTRAL EASTERN DISTRICT.—The Northern boundary will be identical with the Southern one of the Northern District. The Western boundary to be a line from Bompas Hill, in the Great Northern bend of the Murchison, to the Wongan Hills, and on to Mount Stirling; and the Southern boundary to be a line due East from Mount Stirling.

Central Eastern District.

THE SOUTH EASTERN DISTRICT.—The Northern boundary to be the Southern one of the Central Eastern District. The Western one to be a line from Mount Stirling to the mouth of the Fitzgerald River. The Southern boundary takes a line parallel to the sea coast, and distant from it 5 miles, and excepting a block at Eucla 20 miles along the coast and 10 miles in depth.

South Eastern District.

48.—In the Northern District 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.

Town and suburban lots to be sold by auction.

49.—The upset price of such town and suburban lots shall be notified from time to time by the Government Resident.

50.—All rural lands within the Northern District, Central-Eastern, and South-Eastern Districts, as herein defined, and not held under unconditional pre-emptive rights to purchase, shall be open for sale in blocks of not less than four hundred acres at five shillings an acre; Provided that when the land applied for is found to be within the limits of any pastoral lease, but not held under an unconditional pre-emptive right by the lessee, no such application for purchase shall be approved until the lessee has been challenged and declined to make the purchase of the land applied for at the price above given.

Rural land.

Terms of sale.

51.—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 District to which these Regulations are intended to apply.

Convicts.

52.—In all other respects the disposal and tenure of the Crown Lands in the Northern, Central-Eastern, and South-Eastern districts will be governed by the provisions of the existing Land Regulations.

Lands in those districts subject to same Regulations as other lands.

53.—No protection or Government Establishment in those districts will be guaranteed to the public until deemed expedient by the Government.

No protection or Government guaranteed in those districts.

54.—The pastoral lands of the Crown in Western Australia shall be divided into two classes, to be denominated respectively, 1st and 2nd class.

Classification of pastoral lands.

55.—First class lands shall comprehend all pastoral Crown lands comprised within the following boundaries:—

On the south and west by the sea coast, on the north by the

Murchison River, and on the east by lines from the summit of Bompas Range, on the great north bend of the said river through the summit of Wongan Hill and Mount Stirling to the mouth of the Fitzgerald River on the south coast.

56.—The second class shall comprehend all other pastoral lands in the Colony. All second class pastoral lands now unoccupied shall be open for leasing for a term not exceeding fourteen years in blocks of not less than twenty thousand acres, at a rental of five shillings for the first seven years and ten shillings for the remainder of the lease for each thousand acres or part of a thousand acres contained therein. And all such pastoral lands as have been leased previously to the first day of January, 1871, shall be open for leasing to the present occupiers for a term not exceeding fourteen years, at a rental of ten shillings a thousand acres; but those lands first occupied since that date may be rented on the same terms and conditions as unoccupied lands, on the application of the lessee or licensee, as the case may be, provided the quantity applied for is not less than twenty thousand acres.

57.—Within twelve calendar months from the day of the date of these Regulations in the case of existing leases or licenses, or within the same time from the date of any future pastoral lease, the lessee may select from his run all such land as it may be deemed by him advisable to hold under an unconditional pre-emptive right to purchase on the following terms:—

1. All unconditional pre-emptive rights to be for the term of the lease.
2. The land to be so selected to be in blocks of not less than one thousand acres.
3. The rent to be five pounds for each thousand acres, paid in advance, annually.
4. All such unconditional pre-emptive rights may be redeemed in fee, on the following terms:—

In the Northern District, if within the first seven years of lease, by payment of five shillings, and during the remainder of the term, of ten shillings, for each acre redeemed.

In the Central-Eastern, and South-Eastern Districts, if within the first seven years of lease, by payment of two shillings and sixpence, and during the remainder of the term, of five shillings, for each acre redeemed.

58.—All surveys of pre-emptive rights shall be made at the expense of the holder if required prior to final redemption of the land; but the cost of such survey, which must in all cases be made by a duly qualified surveyor, may be allowed for, on the payment of the redemption money, at such rates as are paid by the Survey Department on the date at which the survey was made.

Lessees entitled to improvements on land taken from them.

59.—A lessee in the occupation of his lease shall be entitled to claim from the purchaser of any portion of the demised lands or from the licensee of special occupation land who may occupy any portion of such demised land, the fair value of any lawful improvements effected on such portion, provided these improvements have been properly and concisely described with their cost, and registered in the records of the Land Office; for which purpose a report may be made by the lessee in the commencement of any work, and again within three months after completion; such value, 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.

60.—In the event of any lessee not obtaining on application a renewal of his lease, he shall be entitled to compensation from the purchaser or succeeding lessee for all improvements made by him; the amount of such compensation to be determined by arbitration as above mentioned.

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

62.—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 not less than one hundred acres; and improvements shall be made in each allotment to the extent of five shillings an acre. To be redeemed in five years, at five shillings an acre.

63.—A pasturage license or lease shall give no right to the soil or to the timber, and shall immediately cease to affect any land comprised therein which may be reserved, sold, or otherwise disposed of under these Regulations.

64.—The Commissioner of Crown Lands is authorised to insert in any lease or license 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 or licensee to cut such timber on any Crown Lands as may be required for domestic uses, for the construction or repair of buildings, fences, stockyards, or other improvements on the land so occupied, but not for any other purpose.

65.—Any person desiring to rent first class lands for pastoral purposes, may obtain an annual license on the form in Schedule 9 to occupy for such purposes, blocks of not less than three thousand acres on payment of one pound for each thousand acres, but when the land applied for is necessarily limited by the interference of the boundaries of other holdings, so that the area contains less than three thousand acres, the license may be issued for such lesser quantity, provided that no license shall be issued for a less sum than one pound.

First class annual licenses for pastoral purposes.

66.—Any person desiring to lease first class lands for pastoral purposes, may obtain a lease in the form in Schedule 10 to occupy for such purposes, in blocks of not less than ten thousand acres, on payment of rent at the rates specified in the preceding regulation. The duration of such lease shall be for a term not exceeding fourteen years.

First class leases for fourteen years for pastoral purposes.

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

Fee.

68.—Leases shall be liable to forfeiture in the following events:—

Conditions of forfeiture.

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.

Position of runs, &c., to be approved by Commissioner of Crown Lands.

69.—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.

Surveys.

70.—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 11.

Governor empowered to sell portions of leased land, to make roads, cut timber, &c., thereon.

71.—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 let or sell any mineral land comprised within the limits of any pastoral lease whatever, and to sell any other portion of such lease, subject to the rights of the lessee 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.

Timber Licenses.

72.—Applications by any person or by a pair of sawyers, splitters, or cutters, for a license to fell, cut, split, and remove, either by himself or by an agent or servant authorised in writing by him, any timber, sandal, jam, fire, and other wood growing or being on any Waste Lands of the Crown in Western Australia shall be made to the Commissioner of Crown Lands, 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.

	Per annum.
	£ s. d.
For any quantity not exceeding 640 acres of land	20 0 0
For any quantity exceeding 640 but not exceeding 1280 acres of land	40 0 0
But such license shall not permit the cutting, hewing, and removing of logs and piles.	
	Per Month.
	£ s. d.
To fell, hew, or remove timber in baulk, or for piles, for each man	3 0 0
Or in the case of a pair being employed	5 0 0
For each sawyer, cutter, or splitter of fencing, fire-wood, or shingles	0 5 0
To cut sandalwood of not less than six inches in diameter at the butt after being cleaned, and wattle or other bark, per man	0 2 6
No such license shall be issued for a period less than one nor more than twelve months. The names of the parties applying for a	

license shall be inserted therein, and no such license shall be transferable; but all timber marked, branded, or otherwise described by its licensed owner, may remain on Crown Land for a period not exceeding six months after the expiration of a license.

73.—It shall be obligatory on all persons cutting jam or other small timbers for fencing or for firewood, to stack up in heaps and at distances of not less than one chain apart, all branches and other debris left by them. Any breach of this Regulation shall render the offender liable on summary conviction to a penalty not exceeding Ten pounds, and a forfeiture of his license.

74.—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 Five pounds, 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.

Special licenses to cut timber for one year.

75.—Such license as last aforesaid shall be prepared in the office of the Commissioner of Crown Lands, in the form in Schedule 12, 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.

76.—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.

Duration of special licenses.

77.—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 Commissioner of Crown Lands, or by a renewal of the license for a further term, to which an existing lessee shall be considered to have a preferable claim.

78.—In order to promote the introduction and establishment of new industries and commercial undertakings of public utility, it shall be lawful for the Governor or Officer Administering the Government, with the advice of the Executive Council, to grant special licenses to cut and remove timber from the Waste Lands of the Crown for any period not exceeding 14 years, anything to the contrary notwithstanding in the existing Land Regulations contained; and such licenses shall be subject to such rents, fees, conditions, and reservations as the Governor in Council may prescribe, but shall not entitle the licensees to any right of renewal at the expiration of the term.

Special licenses of fourteen years for promoting public undertakings.

79.—Any timber license already granted, or agreed to be granted, for a longer period than 12 months with a right of renewal and otherwise not in conformity with the existing Land Regulations, shall not on that account be deemed to be invalid, but may be held and renewed according and subject to the terms and stipulations on which the license was granted or agreed to be granted.

Validating timber licenses issued not in accordance with existing Regulations.

80.—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

Poisoned lands may be leased for 21 years.

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 leased shall be completely fenced in with a good and substantial fence, of not less than two rails or three strong wires, and to be of the ordinary height, 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; but if all these conditions are complied with, and the full balance of rent paid during any period of lease, the Crown Grant may thereupon be issued.

81.—Land shall be considered as “Poisoned Land” when sheep or cattle cannot be depastured on it without producing fatal effects. Poisonous plants shall not be considered as entirely eradicated until it has been proved to the satisfaction of the Commissioner of Crown Lands that such plants have not existed on any part of the land for at least three years previous to the claim for a Crown Grant.

82.—No lands held under lease or license for pastoral purposes are to be included in the provisions of the preceding clause.

83.—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.

How to obtain mineral licenses.

84.—Any adult male 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 sixpence, obtain a license in the form in Schedule 15 to search, for a period of two years, for minerals in any Crown Lands, excepting town, suburban, or lands let under tillage lease, special occupation license or lease, and except gardens, stockyards, and buildings on runs.

Duration and fee of mining licenses renewable.

85.—Any adult male 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 one pound, shall obtain a right to mine (in the form in Schedule 16) over such land for a period of twelve months, renewable for a further period of twelve months on payment of a fee of one pound, if it is shown that the mine is being prospected and about to be worked. 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.

Mining leases for 7 years.

86.—Leases, in the form in Schedule 17, 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 a term of seven years at a rental of five shillings per annum for each acre.

87.—Any person or company holding a mining license or lease, who shall show to the satisfaction of the Commissioner of Crown Lands that he or they have erected on the land held under such lease or license all the plant, buildings, and machinery necessary for the due and proper working of the mine, or who shall enter into a bond with sureties to put up such permanent buildings and machinery within a certain time, shall be entitled to a grant from the Crown, on payment of £3 for each acre; payment may be made, if desired, in three annual instalments of £1 per acre; but the Crown Grant will in no case be issued until the whole payment be completed and the fees for grant and registration paid. The quantity of land to be so sold and granted shall not be less than twenty acres; but in case such a quantity does not exist, the price at which the plot may be sold shall be fixed by the Commissioner of Crown Lands and approved by the Governor in Council, provided the same be not less than £3 an acre.

Mining lessees entitled to purchase twenty acres.

88.—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.

Rights of lessees.

Forfeiture of leases.

89.—The rent shall be paid on the first day of January in each year; in advance; and no less than one year's 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.

Rent.

90.—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.

Application for leases and licenses.

91.—Every application for a license or a lease shall be in the form provided in Schedule 18, and shall contain a full description and boundaries of the land to be included in the lease asked for. Every license or lease shall be in the form of a right angled parallelogram, but in no case shall the length be more than three times the breadth.

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

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

Leases and licenses transferable on payment of 10s.

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

95.—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.

Mining Lessee to compensate Pastoral Lessee.

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

97.—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

What lands may be taken for mining purposes.

pastoral lease or license except such homesteads as may have been or which may hereafter be selected under authority of any existing regulations.

Rents, when and to whom payable.

98.—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.

99.—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.

Forfeiture of deposits or instalments paid.

100.—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.

Right of way.

101.—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.

102.—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.

Exception of auriferous lands.

103.—Nothing in these regulations contained shall be deemed to apply to auriferous lands.

104.—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.

Mineral and pastoral leases to be subject to certain preceding regulations.

105.—The regulations numbered respectively 58, 59, 62, 63, 64, 65, and 66, shall be applicable to all pastoral and mineral leases.

Commonages.

106.—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.

Grants to Volunteers.

107.—A lot of rural land, not exceeding (50) fifty acres, may be granted to each of the Officers, Non-commissioned Officers, and privates of the Volunteer force, who shall have served continuously for a period of five years, from and after the coming into operation of this regulation.

108.—Such lots may be assigned by occupation certificates after two years' continuous service as aforesaid; and the said certificates may be exchanged at the expiration of five years' continuous service, but within a period not exceeding four years after the issuing of the same, for grants in fee simple, on proof being made to the satisfaction of the Commissioner of Crown Lands that improvements have been made on the land applied for, in buildings, fences, cultivation, or otherwise, to the value of £25; such certificates to be transferable,

subject to the conditions aforesaid; but should the conditions be unfulfilled at the expiration of four years from the issue of the occupation certificate, the land to revert to the Crown. Provided, always, that if any such occupation certificate has been granted to any Volunteer, and such Volunteer, after the expiration of three years and before the expiration of five years' continuous service, and after improvements have been made on the said land as aforesaid, shall be unable (from circumstances, not within his control, to the satisfaction of the Governor) to complete his five years' continuous service, there may be allowed to the said Volunteer, if he is desirous of purchasing the said lot of land, one-fifth of the price thereof for every whole year of continuous service that he shall have completed.

109.—No Volunteer to be entitled to any occupation certificate or grant until he shall have qualified himself under such regulations as the Governor shall from time to time make and publish in the Government Gazette, embodying the condition that every such Volunteer has attended at least, the Infantry, (12) twelve parade drills, and the Cavalry (8) eight parade drills, during each year of his service, and (should a camp of instruction be formed) at least (3) three days' field service in each year, and at all times has held himself ready for duty, if called out for active service, and has obtained, on the expiration of (5) five years' continuous service a certificate of good conduct and efficiency from the officer commanding his own regiment, company, or troop, approved by the Commanding Officer of Volunteers, or such Officer or Inspector as the Governor may from time to time appoint.

Occupation certificates to Volunteers.

110.—A lot of rural land not exceeding 20 acres may be granted to each pensioner introduced with the sanction of Her Majesty's Government into the Colony who shall have faithfully and soberly served upon the duty force continuously for a period of three years. Provided, nevertheless, that when any such pensioner shall not have received any free grant of Crown Land, and shall be re-enrolled to serve as a soldier for a specified period, it shall be lawful for the Governor, at the termination of such period, to make to such pensioner a free grant of rural land, open for selection to the same extent and subject to the same conditions and limitations as are hereinafter authorized to be made in the case of Immigrants, except that the selection of the land need not be made within three years of the arrival in the Colony of the pensioner.

Grants to Pensioners.

111.—Such lots may be assigned to the pensioners by occupation certificates, which shall be exchanged at the expiration of the said period of three years on proof being made to the satisfaction of the Commissioner of Crown Lands that the pensioners have fulfilled all such conditions as to good conduct, good service in the force, and improvements on the land, as the Governor may from time to time make and publish in the Government Gazette.

112.—Any immigrant on first arriving in this Colony, whether introduced wholly or partially at the expense of the Imperial or Colonial Government, or at their own cost and expense, may select from any unimproved rural Crown Lands open for selection, if of the age of 21 years or over, 50 acres; or between the ages of 14 and 21, 25 acres; or under such age, if with parents, 12½ acres. Provided that no greater quantity than 150 acres be allotted to one family, and that every selection be made within three years after the arrival of the selector.

Free grants to immigrants.

113.—When selected, such lands may be allotted to such immigrants as may immediately then occupy them, by occupation certificates, which shall only be deemed transferable in case of death of the holder on application of the executors or administrators and on payment of a fee of ten shillings. These certificates may be

exchanged for Crown Grants after five years from date of each, provided that the land described in such has been enclosed with a good and substantial fence, and at least one-fourth shown to be in cultivation, and that if at the end of the said term of five years the above conditions, or any of them, be not fulfilled to the satisfaction of the Commissioner of Crown Lands, the lots in which default shall have been made shall revert to the Crown, with any or all improvements that may be thereon. Provided, however, that if the conditions as above mentioned, in regard to cultivation and fencing, be complied with at any time prior to the above term of five years, the Crown Grant shall be issued.

Forms of application, &c.,
&c.

114.—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 hereunto annexed, as an Appendix to the foregoing regulations, or such other forms for the same purposes respectively, and as near thereto as circumstances may require.

LIST OF SCHEDULES.

1. Form of Grant for Town and Suburban Lands.
 2. Form of Grant for Country and Mineral Lands.
 3. Form of Permit to occupy Crown Lands.
 4. Form of Application to purchase Crown Lands.
 5. Form of Application for Special Occupation Licenses.
 6. Form of Application for Lease in lieu of Special Occupation License.
 7. Form of License to occupy Crown Lands.
 8. Form of Application for Crown Grant of Land comprised in Tillage Lease.
 9. Form of License to occupy First Class Pastoral Lands.
 10. Form of Lease of Pastoral Lands.
 11. Form of Application for Lease or License of Pastoral Lands.
 12. Form of Special Timber License.
 13. Form of Lease of Land infested with Poisonous Indigenous Plants, with pre-emptive right to purchase.
 14. Form of Lease to occupy land infested with Poisonous Indigenous Plants.
 15. Form of License to search for Minerals.
 16. Form of Miner's License.
 17. Form of Mining Lease.
 18. Form of Application for Mining Lease or License.
 19. Form of Application for Free Grants to Immigrants.
 20. Form of Occupation Certificates granted to Immigrants.
 21. Form in which Transfers of Leases or Licenses should be made.
 22. Form of Application for the Renewal of Pastoral Licenses.
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First Schedule.

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

GRANT UNDER "LAND REGULATIONS" OF

.....Commissioner of Crown Lands. }

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, &c., &c., &c. To all to whom these Presents shall come, Greeting: Know Ye that We, of Our especial Grace, certain knowledge, and mere motion, have given and granted, and We do by these Presents, for Us, Our heirs, and successors, in consideration of paid to the satisfaction of Our Governor of Our Colony of Western Australia, Give and Grant unto ALL THAT Piece or Parcel of Land situate and being in the Town of in Our said Colony, containing acres roods perches, more or less, and marked and distinguished in the Maps and Books of the Survey Office of Our said Colony as and as the 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 Piece or Parcel of Land, and all and singular the Premises hereby granted, with their appurtenances; unto the said heirs and assigns, for ever; and they yielding and paying for the same to Us, Our heirs and successors, one pepper-corn of yearly rent on the twenty-fifth day of March in each year, or so soon thereafter as the same shall be lawfully demanded. PROVIDED, NEVERTHELESS, that it shall (at any time within Twenty-one Years from the date of these Presents) be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume and enter upon possession of any part of the said Piece or Parcel of Ground which it may at any time by Us, Our heirs or successors, be deemed necessary to resume for making roads, canals, bridges, towing-paths, or other works of public utility or convenience, and such Lands so resumed to hold to Us, Our heirs and successors, as of Our or their former estate; so, nevertheless, that no such resumption be made without compensation of any part of the same Piece or Parcel of Ground upon which any expenditure or improvement shall have been made by the said heirs and assigns, And we do hereby save and reserve to Us, Our heirs and successors, all mines of Gold, Silver, and other precious metals, in or under the said Piece or Parcel of Ground hereby granted, with full liberty at all times to search and dig for, and carry away the same; and, for that purpose, to enter upon the said Piece or Parcel of Ground, or any part thereof.

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

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

Second Schedule.

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

GRANT UNDER "LAND REGULATIONS" OF

.....Commissioner of Crown Lands. }

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen,

Defender of the Faith, &c., &c., &c. To all to whom these Presents shall come, GREETING: Know Ye that We, of Our especial Grace, certain knowledge, and mere motion, have given and granted, and We do by these Presents, for Us, Our heirs, and successors, in consideration of paid to the satisfaction of Our Governor of Our Colony of Western Australia, Give and Grant unto ALL THAT Tract or Parcel of Land situate and being in the District of in Our said Colony containing more or less, and marked and distinguished in the Maps and Books of the Survey Office of Our said Colony as and BOUNDED

as the 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 heirs and assigns, for ever; and they yielding and paying for the same to Us, Our heirs and successors, one pepper-corn of yearly rent on the twenty-fifth day of March in each year, or so soon thereafter as the same shall be lawfully demanded. PROVIDED, NEVERTHELESS, that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our 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, tramways, railways, railway stations, canals, bridges, towing-paths, or other works of public utility or convenience, and such Lands so resumed to hold to Us, Our heirs and successors, as of Our or their former estate, without making to the said

heirs and assigns, any compensation in respect thereof; so, nevertheless, that the Lands so to be resumed shall not exceed one-twentieth part, in the whole, of the Lands aforesaid, and that no such resumption be made of any Lands upon which any buildings may have been erected, or which may be in use as gardens, or otherwise, for the more convenient occupation of any such buildings; and provided, also, that it shall be lawful, at all times, for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to cut and take away any such indigenous timber, and to carry away, search, and dig for any stones or other materials, which may be required for making or keeping in repair any roads, bridges, canals, towing-paths, or other works of public convenience and utility. And we do hereby save and reserve to Us, Our heirs and successors, all mines of Gold, Silver, and other precious metals, in and under the said Land, with full liberty at all times to search and dig for, and carry away the same; and, for that purpose, to enter upon the said Lands or any part thereof.

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

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

Third Schedule.

A.

WESTERN AUSTRALIA.

[Form of] Permit to occupy Town Land.

I hereby certify that of has been duly declared the purchaser of the land described in the annexed Permit, and that £— being the purchase money thereof has been duly paid. Date.....Colonial Treasurer.

WHEREAS of is entitled to receive a grant from the Crown of an estate in fee simple in 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, but the said grant has not yet been prepared; Now know all men and these presents witness that I in pursuance of the powers in me vested as Commissioner of Crown Lands for the said Colony, do hereby authorise, empower, and permit the said his heirs or assigns, at any time after the date hereof, to enter upon the said section of land, and to hold and enjoy the same for his and their absolute use and benefit.

Given under my hand at on the day of A.D. 18 .

.....Commissioner of Crown Lands.

This Permit is to be given up on the receipt of the Crown Grant.

B.

WESTERN AUSTRALIA.

[Form of] Permit to occupy Rural Land.

I hereby certify that of has been duly declared the purchaser of the land described in the annexed Permit, and that £— being the purchase money thereof, has been duly paid. Date.....Colonial Treasurer.

WHEREAS of is entitled to receive a grant from the Crown of an estate in fee simple in all that piece or parcel of land hereinafter described, that is to say and containing or thereabouts, but the said grant has not yet been prepared; Now know all men and these presents witness that I in pursuance of the powers in me vested as Commissioner of Crown Lands for the said Colony, do hereby authorise, empower, and permit the said his heirs or assigns, at any time after the date hereof, to enter upon the said section of land and to hold and enjoy the same for his 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 in Western Australia.

Given under my hand at on the day of A.D. 18 .

.....Commissioner of Crown Lands.

This Permit is to be given up on the receipt of the Crown Grant.

Fourth Schedule.

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

Name at full length, address, and calling of person to whom applicant wishes Grant to issue.	No.	Acres.	Town or District.	Amount of Purchase Money.			Description or Diagram.
				£	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 { by Auction at on the day of 18 .
or, at fixed price of

.....Commissioner of Crown Lands.

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

.....Collector of Revenue,

Date.....18 .

Fifth Schedule.

Application for License of Special Occupation Land in Western Australia.

Place.....Date.....
 I hereby apply for a License of _____ acres of Special Occupation Land in Area No. _____ 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 shown below:—

Signature.....

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

Name at full length, address, and calling of person to whom applicant wishes License to issue.	No. of 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 shown above, this _____ day of _____ 18 _____.
Commissioner of Crown Lands.

Received £ _____ Rent due,
Collector of Revenue.
 Date.....

Sixth Schedule.

Application for Lease (in lieu of No. _____ License) of Special Occupation Land in Western Australia,

in accordance with provisions of sub-section No. 4 of Regulation 43.

Place.....Date.....
 I HEREBY apply for a lease of _____ acres of Special Occupation Land in Area No. _____, 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 the same as those of license No. _____

Signature.....

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

Name at full length, address, and calling of person to whom applicant wishes License to issue.	No. of Lease.	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 shown above, this _____ day of _____ 18 _____.
Commissioner of Crown Lands.

Received £ _____ Rent due.
Collector of Revenue.
 Date.....

Seventh Schedule.

WESTERN AUSTRALIA.

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 now in force, 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 the 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 Perth, on the _____ day of _____ 18 .
Commissioner of Crown Lands.

Eighth Schedule.

Application for Crown Grant of Land comprised in Tillage Lease No.

Name at full length, address, and calling of person to whom applicant desires Grant to be made.	No.	Aeres.	District.

I hereby apply for a Crown Grant as above.

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, provided that twelve shillings and sixpence an acre has been paid.
Commissioner of Crown Lands.

I hereby certify that £ _____, being the full amount of fees and purchase money
 has been paid.

.....Collector of Revenue.
 Date.....18 .

Ninth Schedule.

WESTERN AUSTRALIA.

Form of License to occupy Pastoral Lands.—Class I.

WHEREAS _____ of _____ hath been 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, as shown in diagram below: but excepting all reserves, purchased lands, unexpired tillage leases, and lands set apart for special occupation or otherwise, under the existing regulations, and within such boundaries:

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 Perth, on the _____ day of _____ 18 _____
 _____ Commissioner of Crown Lands.

Tenth Schedule.

Form of Pastoral Lease.

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 that may be lawfully made 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, or to resume and enter upon or 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 subject to any rights of the Lessee aforesaid, to license to occupy, or 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 or enclosed but otherwise unimproved 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 said Colony at all times to enter upon any unenclosed or enclosed but otherwise unimproved 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, and with all the rights, powers, and privileges conferred by such of the said Regulations as are applicable hereto), unto

the said Lessee, his Executors, Administrators, and allowed Assigns, for the term of _____ 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 or before the first day of March 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 or before the first day of March 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 or before the first day of March in each and every year, 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, re-possess, 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, or, Waste Lands of the Crown] fell, cut, and use it to be used, except on 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 Crown Lands to affix hereto his Seal and set his hand this _____ day of _____ 18 _____ Commissioner of Crown Lands.

Eleventh Schedule.

CLASS.....

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

I HEREBY apply for a _____ 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 shown below :—

Signature.....

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

Name in full, address and calling 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, with fee of two shillings and sixpence. _____ Commissioner of Crown Lands.
 Application approved, as shown above, this _____ day of _____ 18 _____ . _____ Commissioner of Crown Lands.
 Received £ _____ Rent due. _____ Collector of Revenue.
 Date.....

Twelfth Schedule.

WESTERN AUSTRALIA.

Special 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; but this license shall not authorise the said to remove timber in balk or for piles from the said piece or parcel of land.

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

Thirteenth Schedule.

Form of Lease of Land infested with Poisonous Indigenous Plants.

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: Whereas it has been represented to Us that the piece or parcel of Land described in the Schedule hereunder written is "Poisoned Land" within the meaning of the Regulations hereinafter mentioned; Now Know Ye that We, of Our especial Grace, certain knowledge and mere motion, and in consideration 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 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; 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; with a right of immediate entry; also to depasture on the unenclosed or enclosed but otherwise unimproved 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 or enclosed but otherwise unimproved 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 Twenty-one years, to be computed from the first day of January, 18 ; YIELDING AND PAYING for the same, always in advance, during the said term, unto Us, Our Heirs and Successors, on or before the

first day of March in each year, the rent or sum of 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 or before the first day of March 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 or before the first day of March in each and every year, 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 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, 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. 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 during the continuance or on the expiration of the term hereby granted, to have a grant made to him or them, subject to these Regulations, of the inheritance in fee simple of and in the said Premises (not being mineral land). Provided that the whole thereof shall be then completely fenced in with a good and substantial Fence and the poisonous indigenous Plants entirely eradicated therefrom according to the true intent and meaning of the said Regulations. Provided, also, and it is hereby further declared 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 his Seal and set his hand this day of 18 .

Commissioner of Crown Lands.

Fourteenth Schedule.

WESTERN AUSTRALIA.

Lease to occupy Lands infested with Poisonous Indigenous Plants.

WHEREAS , of , hath been 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 lease, 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, as shown in diagram below: but excepting all reserves, purchased lands, unexpired tillage leases, and any or other reservations lawfully made under existing regulations, and within such boundaries: and subject to the conditions more particularly set forth in number eighty-three of the Land Regulations: and containing acres or thereabouts; and subject, nevertheless, to all and any of the provisions and conditions contained in the laws and regulations 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 Perth, on the

day of 18 .

Commissioner of Crown Lands.

Fifteenth Schedule.

WESTERN AUSTRALIA.

No.

2s. 6d.

Form of License to search for Minerals.

KNOW all men that I Commissioner of Crown Lands, do hereby, in pursuance of the Land Regulations now in force, 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 Commissioner of Crown Lands.

Sixteenth Schedule.

WESTERN AUSTRALIA.

Form of Miner's License.

No.

£1, 0, 0

District of.....

Date.....18

MINER'S LICENSE.

ISSUED to under the provisions of the existing Land Regulations, to be in force until 18

Approved, with boundaries as shown above.

.....Commissioner of Crown Lands.

Date.....18

Seventeenth 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., &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 fourteenth day of September, 1878, 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 to 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, 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 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, subject in all respects to the said Regulations unto the said Lessee, his executors, administrators, and allowed assigns, for the full term of seven years from the First day of January, 18 , YIELDING AND PAYING for the same, always in advance, during the said term the sum of five shillings per acre, 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; except for the purpose of growing fruit, vegetables, or garden produce, or shall be convicted of felony, or shall be convicted of any offence against the laws, or if at any time during the continuance of this demise the said Lessee, his executors, administrators, or assigns shall for the space of twelve calendar months fail or neglect to work and develop the mineral resources of the said demised lands, 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 endorsed 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 his seal and set his hand this _____ day of _____ 18 .
 Commissioner of Crown Lands.

* See Schedule No. 21.

Eighteenth 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.

Approved,

.....Commissioner of Crown Lands.

Received the Rent for 18 , £ at o'clock on day of 18 .

.....Collector of Revenue.

Nineteenth Schedule.

Form of Application for a Free Grant of Land in Western Australia, under existing Regulations.

Place.....Date.....

I certify that
by the Ship
this Colony
.....Immigration Agent.
was an Immigrant
and arrived in
18 .

I HEREBY apply to select _____ acres of land in the _____ District,
in accordance with and subject generally to the existing Land Regulations.

The position and boundaries to be as here shown :—

Signature.....

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

Name in full, address, and calling of Applicant.	Date of permission to select.	Date of Occupation Certificate.	Date of completion of conditions.	Date of approval to issue of grant.
No. of Certificate.	No. of Acres.	District.	Remarks.	

Application to select received _____ day of _____ 18 , at _____ o'clock.

Approved on behalf of the Governor, and Occupation Certificate issued _____ day of _____ 18 .

.....Commissioner of Crown Lands.

Conditions fulfilled and Deed of Grant due

.....Commissioner of Crown Lands.

Twentieth Schedule.

WESTERN AUSTRALIA.

Immigrant's Occupation Certificate.

(Not transferable, except in case of death.)

WHEREAS _____ of _____ has been permitted to select _____ acres of Rural Crown Lands: 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 _____ at any time after the date hereof to occupy all that section of land containing _____ acres in the District of _____ marked No. _____ in the authenticated map of the said District in the Land Office at Perth, and as shown in the diagram plan hereon,

subject, however, to all the conditions under which immigrants are allowed occupation under the existing Land Regulations.

Given under my hand, at _____, on the _____ day of _____ 18 ____
 Commissioner of Crown Lands.

Twenty-first Schedule.

Form of Transfer.

I HEREBY transfer all my right, title, and interest in _____, 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.

Date.....18...

N.B.—The above form is to be used in all cases of Transfer.

Twenty-second Schedule.

Application for Renewal of Pastoral License.

Place.....Date.....

I hereby apply for a renewal of the following Pastoral Licenses, for the year 18 __, under the existing Land Regulations, viz. :—

Nos.	Acres.	Class.	District.	Rent.			Remarks.
				£	s.	d.	
			TOTAL		

Signature.....

To the Commissioner of Crown Lands.

Received this Application the _____ day of _____ 18 __, at _____ o'clock, which is admissible.

..... Commissioner of Crown Lands.

Received £ _____ being Rents and Fee due.

..... Receiver of Revenue.

Approved as shown above.

..... Commissioner of Crown Lands.