

SECTION 41—CROWN LANDS (LEASES AND LICENCES)
REGULATIONS

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PART I—PRELIMINARY

Short title

1. These Regulations may be cited as the Crown Lands (Leases and Licences) Regulations.

Interpretation

2. In these Regulations, unless the context otherwise requires—

“appropriate form” means a form approved by the Minister for use in any particular case;

“Director” means the Director of Lands;

“improvements” includes any building, fencing, furrows, planting trees or live hedges, walls, wells, draining land or reclamation of swamps, road-making, bridges, tramways, laying out and cultivating gardens and nurseries, water works, sheep or cattle dips, excavation and levelling, embankments or protective works of any kind, fixed machinery, irrigation works, water tanks, planting of long-lived crops and clearing of land:

Provided that the reclamation of land from the sea shall not in any case be deemed to be an improvement either of the land reclaimed or of any other land;

“subdivide” means dividing a parcel of land for conveyance, transfer, lease, sub-lease, agreement, partition or other dealing or by procuring the issue of an instrument of title under the Land Transfer Act in respect of any portion of land, or by parting with the possession of any part thereof, or by depositing a plan of subdivision with the Registrar of Titles under the last mentioned Act.

(Cap. 131.)

Application

3. The lands to which these Regulations shall apply shall comprise all Crown lands, and all lands leased by the Crown.

PART II—LEASES

Application for lease

4. Any person desiring to lease Crown land shall himself or by his agent appointed under his hand lodge an application in the appropriate form with the Director and the information required in the form of application shall be fully and correctly stated.

Powers of Director

5. The Director may subject to any special or general directions given to him by the Minister approve or refuse an application and any such lease so approved shall be subject to such conditions and covenants as may be prescribed thereon.

Date of commencement of lease

6.—(1) The period of any lease and the date from which rent shall be calculated shall be from such date or dates as may be approved by the Director.

(2) The rent shall be due and payable by equal half yearly payments not later than 31 January and 31 July in each year and shall be paid to the Director or to any

person authorised in writing by him. Any rent due from the date of commencement of the lease up to the following 1 January or the following 1 July, as the case may be, shall be added to and paid with such first half yearly payment to be made by the lessee.

Classification of leases

7. Leases shall be of the following classes:

- Class A—Agricultural Leases
- Class B—Residential Leases
- Class C—Commercial Leases
- Class D—Grazing Leases
- Class E—Industrial leases
- Class F—Dairying Leases
- Class G—Tramway Leases
- Class H—Quarry Leases
- Class I—Special Leases

Term of agricultural grazing, dairying, quarry and special leases

8. The term of a lease granted for agricultural, grazing, dairying and quarry purposes shall not exceed 30 years.

Provided that any such lease may be approved for any term not exceeding 99 years if the Minister is satisfied that the approval of a long term lease is, in any special case, advisable and expedient.

Term of residential, commercial, industrial tramway and special leases

9. The maximum term of a residential, commercial, industrial, tramway or special lease shall be 99 years.

Re-assessment of rent

10. Subject to the provisions of any other written law for the time being in force, leases shall be subject to re-assessment of the rent at each tenth year of the term of the lease.

Procedure on re-assessment

11.—(1) Not later than 12 months before the due date for re-assessment of the rent under regulation 10 the Director shall have the land valued by a competent valuer appointed by him for the purpose of assessing the yearly rental payable until the next due date for re-assessment or until the expiry of the lease, as the case may be. In such calculation the valuer shall have regard to what would be at the time of the valuation a fair market rent of the land under a lease granted for the same term and on the same conditions but not taking into consideration the improvements which are then in existence and unexhausted, and which have either been put on the land during the continuance of the lease or have been purchased by the lessee or his predecessors in title as existing at the commencement of the lease. The fair market rent under this paragraph shall in no case exceed 6 per cent of the value of the fee simple estate of the land not taking into account any improvements.

(2) Not later than 6 months before the due date for the re-assessment of the rent the Director shall deliver to the lessee a notice in writing requiring him to elect whether he will continue in possession of the lease at the rent so fixed as aforesaid.

(3) If the lessee elects to continue in possession of the lease at the rent so fixed as aforesaid the Director shall forward to the Registrar of Titles a memorandum of variation of the lease for registration in the manner provided by section 58 of the Land Transfer Act. (Cap. 131.)

(4) Subject to the lessee's right to refer any dispute to arbitration under the provisions of regulation 12, if the lessee does not wish to continue in possession of the lease, the lease shall at the end of the current period be deemed to be determined and, subject to the right of the lessee under paragraph (i) of regulation 21 to remove any building erected by him, the value of any unexhausted improvements on the land shall be payable by the incoming tenant, if any, to the lessee. The amount so payable shall be assessed by the Director and shall be based on the value of the improvements to the incoming tenant at the date when his tenancy begins. If within 12 months of the determination of the lease no tenant is willing to lease the land with the improvements the outgoing lessee shall thereupon surrender all claim to the said improvements.

Arbitration

12. In any lease there shall be implied the following conditions, that is to say—

- (a) that, upon a re-assessment of rent or upon the assessment by the Director of the value of the unexhausted improvements of any leasehold, the lessee, if dissatisfied with the calculation of the fee simple estate of the land upon which the rent is re-assessed or with the assessment of the value of unexhausted improvements shall be entitled to submit the matter to arbitration;
- (b) that any dispute referred to arbitration under these Regulations shall be referred to a single arbitrator chosen by the parties or, if they are unable to agree, by the Chief Justice. Each party shall have power to appoint an assessor to sit with the arbitrator but the arbitrator alone shall have the power to decide and the award shall be his alone;
- (c) that the arbitration shall take place at Suva or Lautoka or such place in Fiji as the single arbitrator shall decide and the procedure thereat shall be governed by the provisions of the Arbitration Act.

(Cap. 38.)

Conditions in leases other than commercial, residential or tramway leases

13. All leases other than commercial, residential, industrial or tramway leases shall be subject, in addition to any other conditions which the Director, in the circumstances of any case may see fit to impose, to the condition that only such buildings shall be erected on the land as are necessary for—

- (a) a dwelling or dwellings for the lessee;
- (b) dwellings for persons *bona fide* employed on the land; such as stockmen, farm, plantation or quarry labourers and supervisors;
- (c) accommodation for implements, vehicles, horses, and other stock used in connection with the farm, plantation or quarry or any building connected with the work of a farm, plantation or quarry, as the case may be.

Conditions of lease for agricultural purposes

14. All leases for agricultural purposes shall be subject, in addition to any other conditions which the Director in the circumstances of the case may see fit to impose, to the following conditions:—

- (a) that the lessee shall keep the whole of the land in good condition and shall not allow any part to become impoverished and shall use such artificial or other manure as may be required by the lessor or an officer authorised by the lessor in that behalf in writing;
- (b) that the lessee shall apply such measures to check soil erosion as may be required by the lessor in writing and shall maintain such measures to the satisfaction of the lessor or of an officer appointed by the lessor in writing. Without prejudice to the generality of this paragraph, such measures may include one or more of the following—strip cropping, terracing, contour-planting, cover cropping, rotation of cropping, construction of drains or dams and construction of fences;
- (c) that the lessee shall not fell trees or clear or burn off bush or cultivate any land within a distance of 7 metres from the bank of a river or stream;
- (d) that the lessee shall not without prior consent of the lessor clear burn-off cultivate or permit excessive grazing of the top 25 per cent of the hills (as measured vertically) which have a slope exceeding 25 degrees from the horizontal.

Conditions of lease for residential purposes

15. A lease for residential purposes shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the lessee shall within a specified period and under penalty of re-entry erect to the satisfaction of the lessor a dwelling house on the demised land at a minimum expenditure or of such dimension as shall be specified in the lease;
- (b) that the lessee shall not without the written consent of the lessor erect or permit to be erected on the demised land a greater number of dwelling-houses than is specified in the lease;
- (c) that the lessee shall not use or permit to be used the demised land or any part thereof or any dwelling-house or accessory out-building to be erected thereon, for any trade, business, occupation or calling whatsoever; and no act, matter or thing whatsoever shall, during the term of the lease, be done in or upon the said land or buildings or any part thereof, which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the occupier, lessee or owner of the adjoining lands:

Provided that a home industry approved by the lessor in writing or a professional practice may with the written consent of the lessor first had and obtained be conducted within a dwelling-house;

- (d) that the lessee shall maintain and keep in good repair and tenantable condition, to the satisfaction of the lessor, all buildings erected upon the demised land.

Conditions of lease for commercial purposes

16. A lease for commercial or industrial purposes shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the lessee shall within a specified period and under penalty of re-entry erect to the satisfaction of the lessor a commercial or industrial building as the case may be on the demised land at a minimum expenditure or of such dimension as shall be specified in the lease;
- (b) that the lessee shall maintain and keep in good repair and tenantable condition, to the satisfaction of the lessor, all buildings erected upon the demised land.

Conditions of lease for grazing or dairying purposes

17. A lease for grazing or dairying purposes shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that a specified area shall be extended in improvements which shall include fencing within a specified period under penalty of re-entry;
- (b) that the lessee shall stock the land in manner specified in the lease;
- (c) that the lessee shall plant the land with grass in the manner specified in the lease;
- (d) that the areas planted in compliance with the provisions of paragraph (c) shall at all times be maintained free from weeds and undergrowth to the satisfaction of the lessor;
- (e) that the lessee shall not without the prior consent of the lessor clear, burn off, cultivate or permit uncontrolled grazing of the top 25 per cent of hills (as measured vertically) having a slope exceeding 25 degrees from the horizontal;
- (f) that the lessee shall apply such measures to check soil erosion as may be required by the lessor in writing and shall maintain those measures to the satisfaction of the lessor or of an officer appointed by the lessor in that behalf in writing. Without prejudice to the generality of this paragraph, such measures may include the restriction of grazing, terracing, construction of fences;
- (g) that the lessee shall not without the prior consent of the lessor in writing, take, use or otherwise injure any forest tree growing upon the demised land except for the purpose of clearing the land for the planting of grass or of erecting fences or buildings incidental to the use of the land for grazing purposes.

Conditions of lease for tramway purposes

18. A lease for tramway purposes shall be subject to the following special conditions in addition to any other conditions which the Director in circumstances of any case may see fit to impose:—

- (a) that the lessee shall not erect on the demised land any building not incidental to the use of the land for tramway purposes;
- (b) that the owners and occupiers of adjacent lands shall have the right at all times to cross the tramway lines laid or constructed provided they do not hinder or obstruct the passage of trains thereon;

- (c) that the lessee shall form and maintain in good order to the satisfaction of the lessor during the currency of the lease, all level crossings and gates and such bridges as the public have the right to use;
- (d) that the lessee shall have the right at any time during the currency of the lease to remove the said tramway line and bridges connected therewith except any bridge or bridges that may connect portions of the public highway.

Conditions of lease for quarrying purposes

19. Land leased for quarrying purposes shall be used solely for the removal of sand, common stone, lime or other similar material and for the housing of the machinery and implements necessary therefor and the labourers employed thereon and the royalty to be paid for such material and the manner of payment and the nature of the improvements required to be effected shall be set out in every such lease in detail.

Conditions of lease for special purposes

20. A lease for such special purposes as are not hereinbefore mentioned shall specify the purpose for which the land shall be used, the special conditions applicable thereto, and the nature of improvements required to be effected thereon.

General conditions

21. All leases shall be subject to the following conditions in so far as they are applicable to the circumstances of any case:—

- (a) that the lessee shall not transfer, mortgage, sublet or part with the possession of the whole or any part of the demised land nor shall he enter into a partnership agreement to work the land or any part thereof or any other arrangement of a like nature for the working of the demised land or any part thereof, without the written consent of the lessor first had and obtained;
- (b) that the lessee shall not sub-divide the land without the written consent of the lessor first had and obtained and then only in accordance with a plan of subdivision approved by the lessor in writing;
- (c) that fruit trees growing on the demised land shall not be cut down without the consent in writing of the lessor:
Provided that this condition may be deleted at the discretion of the lessor;
- (d) that the lessee shall bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever imposed or charged upon the demised land or upon the owner or occupier in respect thereof;
- (e) that the whole or any portion of the demised land used for the grazing of stock shall be enclosed with good and substantial fencing so that all stock kept upon the land shall at all times be adequately fenced in;
- (f) that the lessee shall not remove or dispose of by sale or otherwise any forest produce growing upon the demised land without the written consent of the lessor first had and obtained and subject to such conditions as to the payment of royalty or otherwise prescribed by the Forest Regulations as the lessor may direct;

- (g) that the lessee shall keep open and maintain in good condition to the satisfaction of the lessor all drains, ditches and water courses upon or intersecting the demised land;
- (h) that the lessee shall not obstruct in any way the free passage of any person over the public thoroughfare intersecting or adjoining the demised land and shall if required by the lessor so to do forthwith remove any crop or other obstruction placed by him on such public thoroughfare in contravention of this condition. Should any question arise as to whether any path intersecting or adjoining the land the subject of the licence is a public thoroughfare it shall be referred to the Director, whose decision shall be final;
- (i) that subject to regulation 23 any building erected by the lessee on the demised land shall be removable by the lessee with 3 months after the expiration of the lease:
 - Provided that—
 - (i) before the removal of any building the lessee shall have paid all rent owing by him and shall have performed or satisfied all his other obligations to the lessor in respect of the demised land;
 - (ii) in the removal of any building the lessee shall not do any avoidable damage to any other buildings or other part of the demised land;
 - (iii) immediately after the removal of any building the lessee shall make good all damage occasioned to any other building or other part of the demised land;
 - (iv) the lessee shall not remove any building without giving one month's previous notice in writing to the lessor of his intention to remove it;
 - (v) at any time before the expiration of notice of removal, the lessor, by notice in writing given by him to the lessee, may elect to purchase any building comprised in the notice of removal, and any building thus elected to be purchased shall be left by the lessee and shall become the property of the lessor, who shall pay to the lessee the fair value thereof; and any difference as to the value shall be settled by arbitration in the manner provided by these Regulations;
 - (vi) if the lessee applies for a renewal of the lease the provisions of paragraph (i) shall be deemed to cease to apply as from the date of the application of the lessee for a renewal of the lease;
- (j) that in the event of any breach by the lessee of any covenant or condition in the lease the lessor may enter upon and take possession of the demised land or may at the discretion of the Director impose a penal rent in respect of such breach.

Right to surrender lease

22. The lessee may surrender his lease upon giving one year's notice in writing of his intention to do so and upon payment of such amount as the Director may decide as compensation in addition to all monies due to the Crown by way of rent or otherwise in respect of the lease up to the date when such surrender takes effect.

Improvements in case of surrender

23. When any lease is surrendered as provided in regulation 22 any improvements on the land shall from the date when such surrender takes effect be deemed to be vested in the Crown provided that the Director may at his discretion allow the removal or sale of such improvements by the lessee within a specified period.

Boundary marks to be protected by lessee

24.—(1) The lessee of any lease granted under these Regulations the boundaries of which have been surveyed and marked on the ground, shall maintain and protect such boundary marks from loss or damage and shall maintain such marks and the boundary lines reasonably clear of bushes, weeds, vines, or other undergrowth so as to enable such survey marks and boundary lines to be readily found and followed at any time:

Provided that no boundary mark established by a surveyor shall be moved, replaced or otherwise interfered with by any person not being a registered surveyor other than by re-piling fallen stones or earth around such mark.

When any boundary forms a common boundary between 2 contiguous leases, the obligation imposed by this regulation shall be shared equally by the lessees of such contiguous leases.

(2) Failure to comply with this regulation shall render the lessee of such lease liable for payment of the cost of re-establishing by survey any lost or disturbed boundary marks as may be required by the Director.

(3) Any costs incurred under this regulation as aforesaid shall be payable by the lessee and shall be recoverable at law as a debt due to the Crown.

Form of leases

25. All leases under these Regulations shall be in Form 1 in the First Schedule or as near thereto as circumstances permit.

Survey and preparation of lease

26.—(1) Upon the approval in principle by the Director of an application for a parcel of land the applicant shall be notified in writing of such approval in principle and advised of the terms and conditions under which the Director is prepared to grant a lease.

(2) On acceptance in writing by the applicant of the terms and conditions contained in the notification of approval in principle under paragraph (1), an approval notice of lease shall be issued to the applicant.

(3) The applicant shall not occupy the land approved for leasing until he has executed the approval notice of lease and paid all sums due in respect thereof.

(4) Failure on the part of the applicant to execute the approval notice of lease and to pay all sums due in respect thereof within 6 months of notice that such approval notice is ready for execution shall render the approval notice liable to cancellation.

Drawing and execution of leases

27.—(1) Upon completion of the survey a lease embodying the approved terms and conditions shall be prepared in duplicate by the Director and the lessee advised that the lease is ready for execution subject to payment by the lessee of all sums then due in respect of the lease.

(2) Failure on the part of the applicant to execute the lease within 3 months of notice that such lease is ready for execution shall render the approval of the lease liable to cancellation.

Registration and disposal of leases

28. The lease in duplicate shall when executed by the lessee be signed by the Director as lessor, and after the lease has been registered by the Registrar of Titles, who shall retain the original, the duplicate shall be transmitted to the lessee.

PART III—LICENCES

Licences may be granted

29. Licences may be granted by the Director for a period not exceeding 12 months for the following purposes:—

- (a) grazing;
- (b) the removal of sand, lime and common stone;
- (c) the cultivation of annual crops;
- (d) residence.

Licences for other purposes

30.—(1) Notwithstanding the other provisions of this Part, the Director may grant a licence for any purpose not specified in regulation 29 upon such conditions and terms as he may think fit:

Provided that no licence issued under this regulation shall have effect until approved by the Minister.

(2) The other provisions of this Part shall not apply to a licence issued under this regulation.

Form of application

31. Every application for a licence shall be in the appropriate form and shall be lodged with the Director. The information required in the form of application shall be fully and carefully stated.

Form of licence

32. A licence shall be in Form 2 in the First Schedule or as near thereto as circumstances shall permit.

Licensee not to deal with licence without consent

33. A licensee shall not alienate or deal with the land comprised in his licence or any part thereof whether by sale, transfer, sub-licence or in any other manner whatsoever without the consent of the Director as licensor first had and obtained and any sale, transfer, sub-licence or other unlawful alienation or dealing effected without such consent shall be null and void.

Rent or fee in arrears

34. If any rent, fee or other charge payable under any licence granted under this Part is in arrear for the space of 30 days or if the licensee shall become bankrupt or in case default is made in the fulfilment of any covenant or condition, whether expressed or implied, in such licence on the part of the licensee and the licensee fails to remedy the default (if capable of remedy) within the space of 30 days, it

shall be lawful for the Director to determine such licence without prejudice to any claim against the licensee which shall have already accrued under such licence, or at the discretion of the Director to impose a penal rent in respect of such default.

General conditions

35. All licences shall contain the following conditions in so far as they are applicable to the circumstances of any case:—

- (a) that the licensee shall pay a half-yearly rent in advance during the first 7 days of January and July in each year. With the first half-yearly payment the licensee shall also pay the rent due for the period elapsing between the date of commencement of the licence and the due date of such half-yearly payment;
- (b) that the licensee shall pay all rates and taxes, if any, levied upon the land the subject of the licence;
- (c) that any dwelling-house erected on the land shall comply with any regulations that may be made from time to time by the competent local authority in that behalf;
- (d) that the licensee shall permit the Director and all other persons authorised by him to enter on the land the subject of the licence at all reasonable times to inspect the state and condition thereof;
- (e) that the licensee shall not without the prior consent of the Director do or permit to be done anything on the land the subject of the licence which in the opinion of the Director is or may become a nuisance or annoyance to the persons occupying the adjoining lands;
- (f) that the licensee shall apply such measures to check soil erosion as may be required by the Director in writing and shall maintain those measures to his satisfaction. Without prejudice to the generality of this paragraph, such measures may include one or more of the following:—
 - strip cropping, terracing, contour planting, cover cropping, rotation of cropping, restriction of grazing, the construction of drains and the construction of fences;
- (g) that the licensee shall keep open and maintain in good condition to the satisfaction of the Director all drains, ditches and watercourses upon or intersecting the land the subject of the licence;
- (h) that the licensee shall not obstruct in any way the free passage of any person on any public thoroughfare intersecting or adjoining the land the subject of the licence and shall if required by the Director so to do forthwith remove any crops or other obstruction planted or placed by him on such public thoroughfare in contravention of this condition. Should any question arise as to whether any path intersecting or adjoining the land the subject of the licence is a public thoroughfare it shall be referred to the Director, whose decision shall be final and conclusive;
- (i) that the licensee may remove all buildings erected and other removable improvements effected by him before the expiry or sooner determination of the licence:
 - Provided that all rent due shall first have been paid and all other covenant and conditions on his part contained or implied in the licence shall have been first observed and performed;

- (j) that in the event of the licensee grazing any stock upon land the property of the Crown set aside for that purpose but not the subject of his licence, he shall pay to the Director in respect of each animal so grazed such agistment fee as shall be determined by the Director. Such agistment fee shall be payable half yearly in arrear not later than 31 January and 31 July in each year and any sum not so paid shall be recoverable at law in the same manner as rent;
- (k) that the licence may be determined at any time by the Director or by the licensee on his giving 6 months' notice in writing of his intention to determine it; such period of 6 months shall be determined from the date of service of the notice, irrespective of the rental period.

Conditions of licences for grazing purposes

36. A licence for grazing purposes shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the whole or any portion of the licence area used for grazing purposes shall be enclosed with a fence unless the stock grazed on such portion be at all times kept under the supervision of a stockman;
- (b) that the licensee shall at all times indemnify the Crown against any claim for compensation for damage caused by stock the property of the licensee;
- (c) that the licensee shall not cut, take or use any forest tree growing upon the land the subject of the licence save in so far as such tree may be required for the erection of fencing upon such land;
- (d) that the licensee shall not cut down or cause damage to any coconut or other fruit tree growing upon the land the subject of the licence;
- (e) that the licensee shall not without prior consent of the Director clear, burn off or permit excessive grazing of the top 25 per cent of such hills (as measured vertically) as may have a slope exceeding 25 degrees from the horizontal;
- (f) that the licensee shall not cultivate any crops upon the land the subject of the licence save and except such fodder crops as may be required for the feeding of the stock owned by the licensee and which may be reaped during the period of the licence;
- (g) that the licensee shall not erect any building upon the land the subject of the licence save and except temporary shelters for the use of stockmen.

Conditions of licences for the removal of sand, lime and common stone

37. A licence for the purpose of removing sand, lime or common stone shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the land the subject of the licence shall be used solely for the removal of sand or the removal and crushing of lime or common stone;
- (b) that no building shall be erected save and except such buildings as may be necessary for the temporary housing of employees and of implements and machinery for the crushing of lime or common stone;
- (c) that the licensee shall pay such royalty as may be set forth in the licence at the times and places therein specified;

- (d) that the licensee shall on or before the expiration of his licence, to the satisfaction of the Director, fill up or render safe all holes made and repair any other damage caused to the surface by his operations.

Conditions of licences for the cultivation of annual crops

38. A licence for the purpose of cultivating annual crops shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the tenant shall cultivate the land personally in a husbandlike manner and shall keep it free from undergrowth and weeds to the satisfaction of the Director;
- (b) that the tenant shall not use or permit to be used the land or any part thereof or the dwelling house or accessory outbuildings erected thereon for any trade or business occupation whatsoever.

Conditions of licences for residential purposes

39. A licence for residential purposes shall be subject to the following special conditions in addition to any other conditions which the Director in the circumstances of any case may see fit to impose:—

- (a) that the tenant shall reside personally on the land and shall not allow any persons other than members of his own household to reside thereon for any period exceeding 30 days unless the prior consent in writing of the Director be first had and obtained;
- (b) that the tenant shall not use or permit to be used the land or any part thereof or the dwelling-house or accessory out-buildings erected thereon for any trade or business occupation whatsoever.

Issue of certified copies of lost licences

40. For the purposes of the issue of certified copies of lost or destroyed licences granted under this Part the following provisions shall apply:—

- (a) the application for the certified copy shall state the full particulars of the lost or destroyed licence and shall be accompanied by a statutory declaration stating the facts of the case to the best of the declarant's knowledge and belief, and shall be addressed to the Director;
- (b) the application may be disposed of summarily at any time after it is filed:
Provided that the Director may in his discretion, before accepting any application require the applicant to give at least 14 days' notice in the *Gazette* of his intention to make such application;
- (c) the Director shall, if satisfied with the proof of the loss of a licence, issue a certified copy of such licence;
- (d) the copy shall be a true copy of the original and shall bear the following endorsement:—

“Certified copy issued this day of 19 , in lieu of
the original, which has been lost (or destroyed)
Director of Lands”.

Fees

41. The fees which the Director shall charge and collect for the preparation of any lease or licence granted under these Regulations shall be those set out in the Second Schedule.

Fee for consent

42. The Director shall charge and collect a fee of \$13 on each application for written consent where such consent is required by law or by the terms of any lease or licence issued by the Crown.

Revocation

43. The Crown Lands (Leases and Licences) Regulations published at pages 5143 to 5164, inclusive, of Volume VIII of the 1967 Revised Edition of the Laws are hereby revoked.

FIRST SCHEDULE
(Regulations 25 and 32)

FORM 1
(Regulation 25)

MEMORANDUM OF LEASE

STAMP DUTY \$ c Stamp Duty paid vide RR. No. of Commissioner of Stamp Duties	THE DIRECTOR OF LANDS of Fiji on behalf of the Crown hereby leases to	LEASE No.: (For Titles Office use only) <table style="width: 100%;"> <tr> <td style="text-align: right;">FEES</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">c</td> </tr> <tr> <td colspan="3">Registration Fee</td> </tr> <tr> <td colspan="3">Drawing Fee</td> </tr> <tr> <td colspan="3">Plan Fee</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL</td> </tr> <tr> <td colspan="3">Revenue Receipt No.:</td> </tr> <tr> <td colspan="3">Date:</td> </tr> <tr> <td colspan="3">Initials:</td> </tr> </table>	FEES	\$	c	Registration Fee			Drawing Fee			Plan Fee			TOTAL			Revenue Receipt No.:			Date:			Initials:		
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Revenue Receipt No.:																										
Date:																										
Initials:																										

ALL THAT PIECE OF LAND BEING

Name of Land	Town or Tikina	Province or Island	Area

the boundaries which are more particularly delineated on the plan hereon and coloured to be held by the said as tenant for the term of years commencing on the day of , 19 , at the yearly rental of payable to by two equal half-yearly payments not later than 31 January and 31 July in every year. Subject to the covenants and powers implied in leases under the Land Transfer Act or any Act repealing and replacing the same and subject also to the following covenants and provisos; that is to say—

That this lease is expressly declared a Protected Lease under the provisions of the Crown Lands Act.

And the Lessor hereby reserves all precious metals, coals and minerals of every description including crude oil upon or under the said lands with full liberty at all times to search, dig for and carry away such metals, coals and minerals of every description including crude oil and for that purpose to enter upon the said lands or any part thereof.

This lease is subject also to the following covenants and provisos; that is to say—

I, do hereby accept this lease.

Dated this day of , 19 .

Lessor.

Director of Lands.

.....
Lessee.

The Signature was made in my presence and I verily believe that such signature is of the proper handwriting of who at present holds the office of Director of Lands of Fiji.

.....
Land Clerk.

The Signature by mark (if Lessee is illiterate must sign by affixing his left thumb mark if possible) was made in my presence and I verily believe that such signature is of the proper handwriting/left thumb print of the person described in the above lease as the lessee, and I certify that I read over and explained the contents hereof to the lessee in the language and he appeared fully to understand the meaning and effect thereof.

.....
Witness.

Lease No.
Registered at
Registrar of Titles

FORM 2
(Regulation 32)

CROWN LANDS (LEASES AND LICENCES) REGULATIONS

LICENCE TO OCCUPY CROWN LAND

The Director of Lands for and on behalf of the Crown hereby grants to.....(hereinafter called the licensee) the sole right of occupation and use for—

cattle grazing,
the removal of sand, lime and common stone,
the cultivation of annual crops,
residence,

subject to the undermentioned conditions, for a period of from the.....day of.....19....., at a rent of \$.....c (.....dollars andcents) of all that portion of land known as containing about.....acres situated in.....in the tikina of.....in yasana of....., the boundaries of such portion of land being described as follows:—
being more particularly shown in the diagram attached hereto.

CONDITIONS

(here set out any conditions)

And I,of.....do hereby accept this licence subject to the conditions contained or implied herein and in the Crown Lands (Leases and Licences) Regulations 1980 in so far as the same are applicable to this licence. Signed by the licensor in the presence of—

The Director of Lands, Licensor

Signed by the Licensee in the presence of—

Licensee.

SECOND SCHEDULE
(Regulation 41)

FEES

\$

- (i) On application for a lease, tenancy or licence 13.00
Provided that the Director may in special circumstances waive this fee or charge for work done in processing the application

which charge shall be not more than double the cost of the work involved in which event the Director may require the applicant to make an advance payment on account of the charge to be incurred.

- | | |
|---|-------|
| (ii) Preparation of lease inclusive of issue of approval notice but exclusive of plan, provided that where special clauses are required this fee may be increased by an amount not exceeding \$10 at the discretion of the Director | 20.00 |
| (iii) Preparation of extension or variation of lease | 13.00 |
| (iv) Preparation of licence (exclusive of plan) | 13.00 |
| (v) Plan fee if plan drawn on lease or licence | 22.00 |
| (vi) Plan fee if photostat copies of plan attached to lease or licence | 13.00 |
| (vii) Certified copy of lost or destroyed licence including plan | 13.00 |