

# **LAWS OF FIJI**

Ed. 1978]

## **CHAPTER 132**

### **CROWN LANDS**

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## **CHAPTER 132**

### **CROWN LAND**

*Ordinances Nos. 15 of 1945, 20 of 1951, 21 of 1959,  
37 of 1966, Order 31<sup>st</sup> Jan., 1967, 6 of 1967, 10 of 1970,  
Act No. 10 of 1972, 8 of 1974, 8 of 1975.*

## **AN ACT RELATING TO THE CONTROL, ADMINISTRATION AND DISPOSAL OF CROWN LAND**

[1st August, 1946.]

## **PART I-PRELIMINARY**

### *Short title*

1. This Act may be cited as the Crown Lands Act.

### *Interpretation*

2. In this Act, unless the context otherwise requires-

"authorised officer" means any person authorised, whether generally or specially, by the Director of Lands in writing to perform any of the duties or exercise any of the powers imposed or conferred by this Act;

"Crown land" means all public lands in Fiji, including foreshores and the soil under the waters of Fiji, which are for the time being subject to the control of Her Majesty by virtue of any treaty, cession or agreement, and all lands which have been or may be hereafter acquired by or on behalf of Her Majesty for any public purpose.  
(Amended by Order 31st Jan., 1967.)

### *Crown land not to be alienated save in accordance with Act*

3. Subject to the provisions of the Native Land Trust Act, the Mining Act, the Oil Mines Act and the Forest Act, or any other Act for the time being in force, no Crown land shall be sold or leased and no licence in respect of Crown land shall be granted save under and in accordance with the provisions of this Act:  
(Cap. 134) (Cap. 146) (Cap. 148) (Cap. 150)

Provided that the Governor-General may set aside Crown land as a native reserve in the manner provided by section 18 of the Native Land Trust Act.  
(Cap. 134)

## **PART II-LAND ACQUIRED OR LEASED BY THE CROWN**

### *Title to land acquired by the Crown to be taken in the name of Director of Lands*

4. (1) Where the freehold estate of any person in land in respect of which a Crown grant or native grant has been issued is acquired by the Crown, the title to such land shall be taken in the name of the Director of Lands of Fiji for and on behalf of the Crown.  
  
(2) Notwithstanding anything contained in the Land Transfer Act, upon the registration of any transfer of land to the Director of Lands for and on behalf of the Crown, or in respect of any land which is registered in the name of the Director of Lands for and on behalf of the Crown, the Registrar of Titles shall, if directed in writing by the Director of Lands, cancel, either in whole or in part, the title in respect of such land:

*(Cap. 131)*

Provided that, in respect of any title against which are registered any encumbrances, no such direction shall be given, without the written consent of the encumbrancee.

*(Substituted by 8 of 1974, s. 2)*

(3) For the purpose of subsection (2), the expressions "encumbrancee" and "encumbrances" shall have the same meaning as in the Land Transfer Act.

*(Substituted by 8 of 1974, s. 2) (Cap. 131)*

*Director of Lands to be deemed lessee*

5. Where any land is taken on lease by or on behalf of the Crown, the lease shall be made out to the Director of Lands of Fiji for and on behalf of the Crown, and the person for the time being holding the office of Director of Lands shall, whilst he holds such office, be deemed the lessee in such lease.

**PART III-CROWN GRANTS**

*Grants of Crown land*

6.-(1) Subject to the provisions of the Constitution and of any written law, the Minister, after consultation with the Cabinet, may, in the name of Her Majesty, and on her behalf, sell portions of Crown land and make and execute under the Public Seal of Fiji grants in fee simple thereof.

*(Amended by Order 7th October, 1970)*

(2) Every such grant shall be in duplicate in the prescribed form and, except as otherwise provided in section 9, shall be subject to the provisions of section 10 of the Land Transfer Act.

*(Cap. 131)*

(3) In addition to the power conferred by subsection (1), the Minister may, with the respective consent of the proprietary unit to which the native land belongs and of the Native Land Trust Board and after consultation with the Cabinet, wherever he considers such an action to be expedient, exchange portions of Crown land for portions of native land, in which case the Crown land the subject of the exchange shall be recorded in the name of the unit from which the Crown obtains title in the Register of Native Lands kept under the provisions of section 8 of the Native Lands Act.

*(Inserted by 8 of 1975, s. 2) (Cap. 133)*

*Reservations in grants*

7.-(1) A grant under this Act shall not confer any right to any precious metals, coals or minerals of any description including crude oil as defined in the Petroleum (Exploration and Exploitation) Act.

*(Cap. 148)*

(2) There is hereby reserved to the Crown the right to enter upon any land granted under this Act and at all times to search, dig for and carry away any such metals, coals or minerals as aforesaid.

(3) Nothing in this section shall affect the rights of the Crown under any equivalent reservation contained in any Crown grant issued before the commencement of this Act, but every such reservation shall be deemed to be a reservation under this section and the provisions of subsection (2) shall apply accordingly.

*Land acquired for public purposes may revert to native land*

**8.** When any native land which has been acquired by the Crown for public purposes under the provisions of the Crown Acquisition of Lands Act or any other written law is no longer required for such purposes, the Minister, after consultation with the Cabinet, may, by order, declare such land to be native land and such declaration shall be recorded in the name of the unit from which it was acquired in the Register of Native Lands kept under the provisions of section **8** of the Native Lands Act.

*(Substituted by 8 of 1975, s. 3) (Cap. 135) (Cap. 133)*

*Grants to religious bodies subject to conditions*

**9.** Notwithstanding the provisions of subsection (1) of section **6** and of section **10** of the Land Transfer Act, which require that grants shall be made in fee simple, it shall be lawful for the Minister to make grants of portions of Crown land to religious bodies, as defined in the Religious Bodies Registration Act, subject to conditions regulating the use and transfer of the land so granted and providing that in the event of such land ceasing for the space of twelve consecutive months to be used for the prescribed purpose the interest of the proprietor thereof shall cease and be determined whereupon the ownership of the land shall be resumed by and revert to the Crown.

*(Cap. 131) (Cap. 68.)*

**PART IV-LEASES AND LICENCES OF CROWN LAND**

*Power to grant leases or licences of Crown land*

**10.** Subject to the provisions of sections **21**, **22**, **25** and **26**, and to the general or special directions of the Minister, the Director of Lands may grant leases or licences of portions of Crown land for such purposes and subject to such conditions as to forfeiture, renewals or otherwise as may be specified or prescribed.

*Director of Lands to be deemed lessor or licensor*

**11.** Any lease or licence in respect of land under the provisions of this Act shall be made out from and in the name of the Director of Lands for and on behalf of the Crown, and such lease or licence shall be executed by the person then holding the office of Director of Lands as lessor or licensor, and the person for the time being holding the office of Director of Lands shall, while he holds such office, be deemed the lessor or licensor of such lease or licence

*Form of lease, registration and fees*

**12.**-(1) All leases of Crown land shall be in such form and subject to such conditions and covenants as may be prescribed, and such leases shall be recorded in a register to be kept by the Registrar of Titles entitled "Register of Crown Leases", and it shall be lawful for the Director of Lands to charge and collect in respect of the preparation of any lease or for any matter in connexion therewith such fees as may be prescribed.

(2) When a lease made under the provisions of this Act has been registered, it shall be subject to the provisions of the Land Transfer Act, so far as the same are not inconsistent with this Act in the same manner as if such lease had been made under that Act and shall be dealt with in a like manner as a lease so made.

*(Cap. 131.)*

(3) It shall be lawful for the Registrar of Titles to charge and collect in respect of any lease registered under the provisions of this Act, or in respect of any dealing with such lease, the fees prescribed under the Land Transfer Act, in the same manner as if such lease was a lease under that Act.

*(Cap. 131.)*

*Protected leases*

**13.**-(1) Whenever in any lease under this Act there has been inserted the following clause:-

"This lease is a protected lease under the provisions of the Crown Lands Act"

(hereinafter called a protected lease) it shall not be lawful for the lessee thereof to alienate or deal with the land comprised in the lease of any part thereof, whether by sale, transfer or sublease or in any other manner whatsoever, nor to mortgage, charge or pledge the same, without the written consent of the Director of Lands first had and obtained, nor, except at the suit or with the written consent of the Director of Lands, shall any such lease be dealt with by any court of law or under the process of any court of law, nor, without such consent as aforesaid, shall the Registrar of Titles register any caveat affecting such lease.

Any sale, transfer, sublease, assignment, mortgage or other alienation or dealing effected without such consent shall be null and void.

(2) On the death of the lessee of any protected lease his executors or administrators may, subject to the consent of the Director of Lands as above provided, assign such lease.

(3) Any lessee aggrieved by the refusal of the Director of Lands to give any consent required by this section may appeal to the Minister within fourteen days after being notified of such refusal. Every such appeal shall be in writing and shall be lodged with the Director of Lands.

(4) Any consent required by this section may be given in writing by any officer or officers, either solely or jointly, authorised in that behalf by the Director of Lands by notice published in the Gazette. The provisions of subsection (3) shall apply to the refusal of any such officer or officers to give any such consent.

*(Inserted by 21 of 1959, s. 2)*

(5) For the purposes of this section "lease" includes a sublease and "lessee" includes a sublessee.

#### *Form of licence, registration and fees*

**14.** All licences of Crown land shall be in such form and subject to such conditions as may be prescribed, and such licences shall be recorded in a register to be kept by the Director of Lands entitled "Register of Licences in respect of Crown Land", and it shall be lawful for the Director of Lands to charge and collect in respect of the preparation and registration of any licence and for any matter in connexion therewith such fees as may be prescribed.

#### *Rent or fee in arrear in respect of licences*

**15.** If any rent, fee or other charge payable under any licence granted under this Act is in arrear for the space of one calendar month, or in case default is made in the fulfilment of any other covenant or condition whether expressed or implied in such licence on the part of the licensee, and continues for the space of two calendar months, it shall be lawful for the Director of Lands to determine such licence without prejudice to any claim against the licensee which shall have already accrued under such licence.

#### *Who may not be lessee or licensee*

**16.-(1)** No person, who at the time of making his application for a lease or licence has made any arrangement or agreement to permit any other person to acquire by transfer or otherwise the land in respect of which his application is made, or any part thereof, or the applicant's interest therein, and does not inform the Director of Lands of the existence of such arrangement, shall become a lessee or licensee under this Act.

(2) Every person who wilfully commits, or incites, instigates or employs any other person to commit a breach of the provisions of this section shall be guilty of an offence against this Act.

(3) Any lease or licence acquired by any breach of the provisions of this section shall be liable to be forfeited.

#### *Forfeiture of interest in unexecuted lease or licence in certain cases*

**17.** If a person to whom a lease or licence in respect of Crown land has been granted fails to execute the lease or licence within six months of the service of notice that such lease or licence is ready for execution, the grant of such lease or licence may be rescinded, and if any such person leaves Fiji before he has executed such lease or licence and, without giving to some person residing in Fiji a power of attorney in respect of his interest in the said lease or licence remains

absent from Fiji for a period exceeding six months, the interest of such person in such lease or licence may be forfeited and determined.

*Transmission of interest in unexecuted lease or licence in certain cases*

**18.** If a person to whom a lease or licence in respect of Crown land has been granted dies before such lease or licence has been executed by him and no probate has been granted or letters of administration issued and no application for grant of probate or issue of letters of administration has been filed within six months after the death of such person, and the Director of Lands is of the opinion that the deceased person's interest in the lease or licence is of so small a value that it is expedient so to do, he may grant the lease or licence to the persons entitled thereto under the will or intestacy of the deceased, or to any one or more of them in trust for all.

*Transmission of lease or licence in certain cases without probate or administration*

**19.**-(1) If on the death of the lessee or licensee of a Crown lease or licence no probate has been granted or letters of administration issued and no application for grant of probate or issue of letters of administration has been filed within six months after the death of such lessee or licensee and the Director of Lands is of the opinion that the lease or licence is of so small a value that it is expedient to exercise the powers hereby conferred upon him, he may either sell the lease or licence and execute a transfer of the same to any person, and receive the purchase money on account of the persons entitled thereto under the will or intestacy of the deceased, or he may execute a transfer of the lease or licence to the persons entitled thereto under the said will or intestacy, or to any one or more of them in trust for all.

(2) In the case of a lease, any Act or law to the contrary notwithstanding, the Registrar of Titles shall, on production to him of a request by the Director of Lands to enter up a transfer under this section, enter up and duly register such transfer.

(3) In the case of a licence, the Director of Lands shall enter up and duly register such transfer in the Register of Licences in respect of Crown land.

**PART V-SPECIAL PROVISIONS RELATING TO FORESHORE LAND  
AND SOIL UNDER WATERS OF FIJI**

*Reservation of foreshores, etc.*

**20.** A grant or lease under this Act shall not, unless otherwise expressly provided therein, confer any right to the foreshore or to soil under the waters of Fiji.

*Leases of foreshore to be approved by Minister*

**21.**-(1) No lease of any Crown foreshore land or of any soil under the waters of Fiji shall be made without the express approval of the Minister and such approval shall not be granted unless the Minister declares that such lease does not create a substantial infringement of public rights.

(2) Before such approval is given or declaration made, the substance of the lease together with a sufficient description of the property intended to be comprised therein, shall be inserted by the applicant, with the prior approval of the Director of Lands-

(a) in two consecutive issues of the ordinary Gazette; and

(b) twice, within seven days of such first issue, in a newspaper circulating in Fiji,

together with a notice calling upon persons having objections to the making of such lease to send them in writing to the Director of Lands not later than thirty days after the date of such second insertion in the Gazette.

(3) All such objections made in accordance with the provisions of subsection (2) shall be considered by the Minister.

*(Subsections (2) and (3) inserted by 6 of 1967, s. 2)*

*Special provisions to be contained in leases of foreshore*

**22.**-(1) Every lease of any part of the foreshore or of any soil under the waters of Fiji shall specify the purposes for which such foreshore or soil is required, and shall vest the same in the lessee free and discharged from all public rights and privileges which may have existed or may be claimed in or over every such foreshore so far as is necessary for carrying out the said purposes and shall contain such covenants and provisions as may be approved in each case by the Minister with regard to the construction and use of any works to be made and done upon the premises comprised in the lease and as to the time within which such works shall be commenced and completed.

(2) In the event of the lessee, his executors, administrators, assigns or successors, as the case may be, failing at any time during the continuance of the term of the said lease to use the property comprised therein for the purposes so specified as aforesaid then the Director of Lands may declare the lease forfeited and may enter upon and take possession of the premises.

(3) In the event of any alienated or native land abutting upon or adjoining any foreshore leased under the provisions of this Act, the lessee thereof shall pay to the owner of such land compensation for any rights that may be infringed and, in the event of any dispute as to the amount of such compensation, compensation shall be determined in the manner provided in the Crown Acquisition of Lands Act.

*(Cap. 135.)*

*Saving of rights of the Crown to foreshore where land raised by execution of works*

**23.**-(1) If any foreshore land or land to the seaward of any such land embanked or reclaimed under a lease made under the provisions of this Act or any former Ordinance at any time after the completion of such embankment or reclamation becomes raised in height or reclaimed, whether gradually and imperceptibly or otherwise, so as to be above instead of below the line of ordinary high-water mark, no person or body shall, by virtue of any title to any land which he or it was

empowered to reclaim as aforesaid, have any estate, right or interest in or to the land so raised in height or reclaimed by reason that such raising or reclamation has been gradual and imperceptible, or has been wholly or partially caused by such embankment or reclamation as aforesaid.

(2) The right and title of such lands so raised and reclaimed shall continue vested in the Crown as if the same had continued subject to the flow and reflow of the ordinary tides.

*Application of sections 21, 22, and 23*

**24.** The provisions of sections **21**, **22** and **23** shall not apply to any river or stream within Fiji nor shall they affect in any way the provisions of the Harbour Act in so far as it relates to the erection of private wharves, piers, jetties or landing places in any declared harbour.  
(*Cap. 184*)

**PART VI-SPECIAL PROVISIONS RELATING TO LICENCES  
FOR LAYING DOWN TRAMLINES, ETC.**

*Certain licences to be subject to approval by Minister*

**25.**-(1) No licence to-

(a) use any public road or any part thereof for the purpose of laying down, maintaining and using tramlines thereon;

(b) erect and maintain gates and level crossings on any public road in the event of tramlines being licensed to cross such public road;

(c) build and maintain bridges over, or passages or tunnels under, any public road, or over or under any river, navigable or otherwise, or to dredge any such river,

shall be granted without the express approval of the Minister.

(2) Any such licence shall be deemed to confer upon the licensee power to obstruct traffic for the purpose of carrying out the object or objects for which such licence was granted in so far as such obstruction is essential for the building, making, working or maintaining of any such tramlines, bridges, passages or tunnels, or for the dredging of any such river, without his being held responsible for any loss or damage occasioned by such obstruction as aforesaid.

*Special conditions may be attached*

**26.**-(1) Any such licence as is mentioned in section **25** shall be granted subject to such terms and conditions as may be approved by the Minister to prevent any substantial infringement of public rights being created or committed by the licensee in the exercise of the power conferred by the licence.

(2) In the event of the intended working being of a permanent nature the preliminary procedure prescribed in subsection (2) of section 21 shall be complied with so far as the same is applicable.

## **PART VII-GENERAL**

### *Power to enter and inspect land and premises*

**27.** The Director of Lands and any authorised officer shall for any purpose relating to this Act have power at all reasonable times to enter upon any land the subject of a Crown lease or licence or to enter any premises or place on such land and there to make such inspection, examination and inquiry and to call for such information as may be necessary for carrying into effect any of the provisions of this Act.

### *Indemnification of Director of Lands and officers*

**28.** Neither the Director of Lands nor any authorised officer shall be liable to any action, suit or proceeding for or in respect of any act or matter bona fide done or omitted to be done in the exercise of the powers conferred by this Act.

### *Proceedings to be brought in name of Attorney-General*

**29.** All actions, suits and proceedings respecting Crown land or respecting any lease, licence or permit relating thereto, or respecting the breach of any covenant contained in any such lease, licence or permit or respecting any trespass on such land, or any damages accruing by reason of such trespass or for the recovery of any rents or fees, or relating to any damage or wrong whatsoever in respect of such land, may be commenced, prosecuted and carried on in the name and title of the Attorney-General.

*(Amended by 20 of 1951, s. 33)*

### *Service of notices, etc.*

**30.**-(1) Any application, statement, demand, instrument, notice or other document authorised or required by this Act, or any regulation made thereunder, may be served on the person to whom it is to be given either personally or by leaving it for him at his last known place of abode in Fiji or by sending it through the post in a registered letter addressed to him there.

(2) Where any such document is to be served on a person by being sent through the registered post, it shall be deemed to have been served not later than the thirtieth day succeeding the day on which it was posted, and for proof of such service it shall be sufficient to prove that the letter containing the notice was properly addressed, registered and posted.

### *Publication of notices, etc.*

**31.**-(1) Any order, notice or other document required by this Act, or any regulation made thereunder, to be published, may, when no particular method is provided or indicated, be published by affixing a copy in the office of the Commissioner of the Division and in some other

public or conspicuous place in the area concerned, and, where it is deemed necessary by publishing it in the Gazette.

(2) Such publication or affixing shall be deemed good and sufficient publication and notice to all persons concerned.

(3) Any person who without lawful cause or excuse tears, defaces, alters, injures or removes any notice so affixed shall be guilty of an offence against this Act and shall be liable to a fine of twenty dollars.

### *Trespass*

**32.** Any person not claiming bona fide under a subsisting lease or licence or otherwise under any Act relating to the occupation of Crown land who is found occupying any Crown land or is found residing or erecting any hut or building, depasturing stock or cutting any timber grown thereon, or clearing, digging up, inclosing or cultivating any part thereof, shall be liable to immediate eviction and shall be guilty of an offence against this Act:

Provided that nothing in this Act shall deprive the public of the right to quiet enjoyment, for, recreational purposes, of the foreshore.

*(Proviso inserted by 10 of 1972, s. 2)*

### *Right of Crown to sue not to be barred by limitation*

**33.** No action or other remedy by or on behalf of the Crown for the recovery of the possession of Crown land shall be barred or affected by any Act or other law of limitation.

### *Suit for rent not barred by limitation*

**34.** No Act or other law of limitation shall bar or affect any action or remedy for the recovery of any rent due under any lease granted under this Act.

### *Debt to Crown not extinguished by forfeiture*

**35.** No forfeiture shall operate to extinguish any debt to the Crown in respect of any rent or payment to be made by a lessee or licensee under a lease or licence forfeited.

### *Acceptance of rent not to operate as a waiver of forfeiture*

**36.** The acceptance by or on behalf of the Crown of any rent shall not be held to operate as a waiver by the Crown of any forfeiture accruing by reason of the breach of any covenant or condition, express or implied, in any lease or licence under this Act.

### *Right of way not to be presumed against the Crown*

**37.** No right of way shall be presumed or allowed to be asserted or established against the Crown by reason only of user, whether such user commenced before or after the commencement of this Act.

*Obstruction of officers*

**38.** Any person who refuses to permit the Director of Lands or any authorised officer to carry out any of the powers conferred by this Act or any regulation made thereunder, or obstructs or hinders any such person in the execution of his duty under this Act or any regulation made thereunder, or fails to give any information that may be required under the provisions of section 27 or furnishes false information to any such person, shall be guilty of an offence against this Act.

*Penalty for false declaration*

**39.** Any person who makes a false declaration in relation to any matter or thing required to be done by this Act or by any regulation made thereunder, or who produces any false declaration or certificate, knowing the same to be false in any material particular, shall be guilty of an offence against this Act.

*Penalty*

**40.**-(1) Every omission or neglect to comply with, and every act done or attempted to be done, contrary to the provisions of this Act or of any regulation or order made thereunder shall be deemed to be an offence against this Act.

(2) For every offence against this Act for which no penalty is specially provided an offender shall be liable to a fine of one hundred dollars or to imprisonment for six months or to both such fine and imprisonment.

*Regulations*

**41.** The Minister may make regulations not inconsistent with this Act providing for all or any purposes, whether general or to meet particular cases, that may be convenient for the administration of this Act or that may be necessary or expedient to carry out the objects and purposes of this Act, and, without prejudice to the foregoing powers, providing for all or any of the matters following, that is to say:-

(a) controlling the administration, occupation and use of Crown land and prescribing fees for admission thereto;

*(Substituted by 10 of 1970, s. 2)*

(b) regulating the grant and form of grants and leases in respect of Crown land and all matters relating thereto;

(c) prescribing the form and terms of leases of Crown land and the covenants and conditions upon and subject to which leases may be issued;

(d) regulating the issue of licences on Crown land in respect of-

(i) cattle grazing;

(ii) the removal of sand, lime and common stone;

(iii) the cultivation of annual crops;

(iv) residence;

(v) special purposes;

(e) prescribing the form and term of licences and the conditions upon and subject to which licences may be issued or forfeited;

(f) the definition of boundaries and the maintenance of boundary marks;

(g) surveys and plans;

(h) revision of rents;

(i) the forfeiture of deposits;

(j) penal rents;

(k) prescribing the fees which may be charged and collected in respect of the preparation of any Crown grant or lease and in respect of the preparation and registration of any licence;

(l) prescribing the royalties to be paid in respect of sand, lime and common stone got and removed pursuant to licences issued under this Act;

(m) prescribing the agistment fees to be paid by persons depasturing animals on Crown land;

(n) prescribing the manner in which certified copies of or certificates in respect of lost licences may be issued and the fees therefore;

(o) prescribing the manner in which registers shall be kept;

(p) prescribing any other matter required by this Act to be prescribed.

*Controlled by Lands and Mineral Resources*

**CHAPTER 132**

**CROWN LANDS**

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**SECTION 8-CROWN LANDS (REVERSION TO NATIVE LAND) ORDER**

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**TABLE OF PROVISIONS**

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Schedule-Description of native lands

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*Legal Notice No. 186 of 1980*

*Short title*

1. This Order may be cited as the Crown Lands (Reversion to Native Land) Order.

*Land formerly forming part of Queen's Road declared to be native land*

2. The parcel of land at Lami in the tikina of Suva in the province of Rewa specified in Part I of the Schedule, being land acquired from Mataqali Nasevou upon the declaration under the Roads Act of the road comprising that land as a public road (known as Queen's Road) and which ceased to form part of the said public road by virtue of paragraph 2 of the Public Roads (Amendment) Order, 1980\*, is declared to be native land.

\*See Legal Notice No. 185 of 1980.

*Land formerly forming part of Natua Road in the province of Macuata declared to be native land*

3. The parcels of land in the tikina of Macuata in the province of Macuata specified in Part II of the Schedule, being land acquired from Mataqali Vatuvirikia upon the declaration of the road comprising that land as a public road (known as Natua Road) and which ceased to form part of the said public road by virtue of paragraph 3 of the Public Roads (Amendment) Order, 1980\*, are declared to be native land.

\*See Legal Notice No. 185 of 1980.

## SCHEDULE

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### PART I

The parcel of land heretofore forming part of Queen's Road at Lami in the tikina of Suva in the province of Rewa, measuring 1,189 square metres and more particularly delineated and shown coloured purple on plan P.P. 206 in the custody of the Director of Lands and Surveyor-General; copies of which plan are available for inspection at the offices of the Permanent Secretary for Works, the Divisional Engineer, Central Eastern, the Commissioner, Central, Eastern Division, the District Officer, Suva, the Lami Town Council and Director of Town and Country Planning.

### PART II

The two parcels of land heretofore forming part of Natua Road in the tikina of Macuata in the province of Macuata, measuring in total 2706 square metres and more particularly delineated and shown coloured red on plan P.P. 201 in the custody of the Director of Lands and Surveyor-General; copies of which plan are available for inspection at the offices of the Permanent Secretary for Works, the Divisional Engineer, Northern, the Commissioner, Northern Division and the District Officer, Macuata.

## SECTION 41-CROWN LANDS (CROWN GRANTS) REGULATIONS

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### TABLE OF PROVISIONS

#### REGULATION

1. Short title
2. Form of Crown grant-section 6
3. Form of Crown Grant-section 9

Schedule-Forms of Crown Grant

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*Regulations 10 November 1954, Legal Notice No. 132 of 1968*

*Short title*

1. These Regulations may be cited as the Crown Lands (Crown Grants) Regulations.

*Form of Crown grant-section 6*

2. The form of Crown grant for the purposes of section 6 of the Act shall be as in Form No. 1 of the Schedule.

Form of Crown Grant-section 9

3. The form of Crown grant for the purposes of section 9 of the Act shall be as in Form No. 2 of the Schedule.

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**SCHEDULE**  
(Regulations 2 and 3)

**FORM 1**  
(Substituted by Legal Notice 132 of 1968)

CROWN GRANT No.....

(Coat of Arms)

**FIJI**

In the name of Her Majesty ELIZABETH II by the Grace of God, Queen of Fiji and of Her other Realms and Territories, Head of the Commonwealth.  
(SEAL)

MINISTER.

To all to whom these Presents come Greeting: **KNOW YE** by these Presents that, in consideration of paid to Us, We do grant to *A. B.* all that piece of land known as situated in the Tikina in the province of in the Island of containing, be the same a little more or less, the boundaries of which are more particularly delineated and described on the plan on the back hereof, and coloured, to hold the said piece of land unto the said *A. B.* in fee simple:

We do hereby reserve to Us, Our Heirs and Successors all precious metals, coals and minerals of every description including crude oil and the right to enter upon the said land or any part thereof and at all times to search, dig for and carry away such metals, coals and minerals aforesaid.

IN WITNESS WHEREOF We have caused Our Public Seal of Fiji to be affixed hereto.

WITNESS Our trusty and well beloved in and over Fiji this day of in the Year of Our Lord One Thousand Nine Hundred and and in the Year of Our Reign.

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**FORM No. 2**

[Coat of Arms] Crown Grant No.

**FIJI**

In the name of Her Majesty ELIZABETH II by the Grace of God, Queen of Fiji, and of Her other Realms and Territories, Head of the Commonwealth.

[SEAL]

Minister

To all to whom these Presents shall come Greeting:

Know ye by these Presents that We do grant, in consideration of the sum of paid to us, to \_\_\_\_\_ as Trustees all that piece of land known as situated in the \_\_\_\_\_ Tikina in the Province of \_\_\_\_\_ in the Island of \_\_\_\_\_ containing \_\_\_\_\_, be the same a little more or less, the boundaries of which are more particularly delineated and described in the plan on the back hereof, and coloured \_\_\_\_\_, to hold the said piece of land unto the said Trustees subject to the following conditions:

*[Here insert any conditions regulating the use and transfer of the land]*

Provided that in the event of the said piece of land ceasing to be used for the above purposes for a period of 12 consecutive months the interest of the said Trustees therein shall cease and determine whereupon the ownership of the said land shall be resumed by and shall revert to Us the Grantors thereof.

And We do hereby reserve to Us, Our Heirs and Successors all precious metals, coals and minerals of every description including crude oil and the right to enter upon the said land or any part thereof and at all times to search, dig for and carry away any such metals, coals and minerals aforesaid.

In witness whereof We have caused Our Public Seal of Fiji to be affixed hereto.

Witness Our trusty and well-beloved \_\_\_\_\_ in and over Fiji this  
\_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord One  
Thousand Nine Hundred and \_\_\_\_\_ and in the \_\_\_\_\_ Year  
of Our Reign.

**SECTION 41-CROWN LANDS (LEASES AND LICENCES)  
REGULATIONS**

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*Legal Notice No. 36 of 1980*

## **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 therefore 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 license 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)

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**FORM 1**  
(Regulation 25)

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**MEMORANDUM OF LEASE**

|  |  |   |
|--|--|---|
| <p style="text-align: center;">Stamp Duty</p> <p>\$    c    Stamp Duty<br/>paid vide RR. No<br/>of            Commissioner<br/>of Stamp Duties</p> | <p>THE DIRECTOR OF LANDS<br/>of Fiji on behalf of the Crown<br/>hereby leases to</p> | <p>LEASE No. ....</p> <p>(For Titles Office use only)</p> <hr/> <p style="text-align: right;">FEES       \$    c</p> <p style="text-align: right;">Registration Fee.....</p> <p style="text-align: right;">Drawing Fee...</p> <p style="text-align: right;">Plan Fee.....</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">TOTAL</p> <p style="text-align: right;">_____</p> <p>Revenue Receipt No.:</p> <p>Date:</p> <p>Initials:</p> |
|--|--|---|

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**

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**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 under mentioned conditions, for a period of ..... from the..... day  
of..... 19....., at a rent of \$.....c (.....dollars and .....cents) 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.*

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**SECOND SCHEDULE**

*(Regulation 41)*

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**FEEES**

(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 |

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**SECTION 41-CROWN LANDS (PUBLIC USER) (NUKULAU ISLAND) REGULATIONS**

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**TABLE OF PROVISIONS**

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**REGULATION**

1. Short title
  2. Interpretation
  3. Entry
  4. Supervision
  5. Charges in respect of certain passengers
  6. Offences
- 

*Legal Notices Nos. 102 of 1970, 107 of 1982.*

*Short title*

1. These Regulations may be cited as the Crown Lands (Public User) (Nukulau Island) Regulations.

*Interpretation*

2. In these Regulations-

"the Department" means the Department of Lands;

"the Director" means the Director of Lands;

"the island" means the island of Nukulau, including the foreshore thereof.

*Entry*

3. Any person may enter the island as a daily visitor at any time.

*Supervision*

4. The Director or any person authorised by him shall be entitled to supervise the behaviour and conduct of persons upon the island.

*Charges in respect of certain passengers*

5. Any person carrying passengers to the island for hire or reward shall keep proper records of the persons so carried and, in accordance with the directions of the Director, shall pay to the Department the sum of 25 cents in respect of each such passenger:

Provided that the Director may, upon prior application, waive payment in the case of the carrying of members of any *bona fide* youth or non-profit-making organisation or in respect of children.  
(Amended by Legal Notice 107 of 1982.)

*Offences*

6.-(1) No person other than the Director or a person authorised under the provisions of regulation 4 or a person permitted by the latter, shall, on the island-

- (a) cut, pluck, injure or destroy any turf, tree, bush, shrub, flower, plant or other thing;
- (b) cut any sod or turf or dig and remove any loam, sand, gravel or other substance;
- (c) negligently or wilfully injure, deface or remove any seat, notice, notice board, post, chair, railing, fence, barrier or other thing erected or placed by or with the authority of the Director;
- (d) post or paint any bill, placard or notice;
- (e) climb any tree;
- (f) wilfully obstruct any wharf, jetty, landing place, thoroughfare or walk;
- (g) wilfully interfere with any authorised use of the island;
- (h) throw or deposit, or cause or suffer to be thrown or deposited, any glass, bottles, litter or garbage, except into a receptacle installed by the Department for that purpose;

(i) perform, aid or abet any act or thing which may cause injury or disfigurement of the island or interfere with the lawful use or enjoyment thereof by the public.

(2) No person shall sell or offer or expose for sale any food or any commodity on the island without the prior permission of the Director.

(3) No person shall deliver or read any public lecture, prayer, sermon or address of any kind without the prior permission of the Director and then only at such times and places as the Director may permit.

(4) Any person-

(a) contravening or failing to comply with any of the provisions of this regulation; or

(b) failing to comply with any directions of the Director under the provisions of regulation 5,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$20.

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*Controlled by the Ministry of Lands, Energy and Mineral Resources*