

LAND ORDINANCE 1922-1941. ⁽¹⁾

An Ordinance to regulate the dealing with Land and for other purposes.

BE it ordained by the Governor-General of the Commonwealth of Australia, with the advice of the Federal Executive Council, in pursuance of the powers conferred by the *New Guinea Act 1920*, as follows:—

PART I.—PRELIMINARY.

1. This Ordinance may be cited as the *Land Ordinance 1922-1941*.⁽¹⁾

Short title and citation.
Amended by No. 3 of 1934, s. 50.

2. This Ordinance is divided into Parts as follows:—

Part I.—Preliminary.

Parts.
Section 2 amended by No. 23 of 1925, s. 3 and Schedule.

(1) The *Land Ordinance 1922-1941* comprises the *Land Ordinance 1922*, as amended by the other Ordinances referred to in the following Table:—

TABLE.

PART I.—ORDINANCES MADE BY GOVERNOR-GENERAL IN COUNCIL.

Short title, number and year.	Date on which made by Gov.-Gen. in Council.	Date on which notified in <i>Cwlth. Gaz.</i>	Date on which took effect.
<i>Land Ordinance 1922</i> (No. 17 of 1922)	13.5.1922	15.5.1922	21.12.1922 (<i>Cwlth. Gaz.</i> of 21.12.1922)
<i>Land Ordinance</i> (No. 2) 1922 (No. 32 of 1922)	11.10.1922	14.10.1922	21.12.1922 (<i>Cwlth. Gaz.</i> of 21.12.1922)
<i>Land Ordinance 1923</i> (No. 1 of 1923)	31.1.1923	8.2.1923	21.12.1922 (Sec. 2, <i>Land Ordinance 1923</i>)
<i>Land Ordinance</i> (No. 2) 1923 (No. 20 of 1923)	30.5.1923	7.6.1923	21.12.1922 (Sec. 2, <i>Land Ordinance</i> (No. 2) 1923)
<i>Land Ordinance</i> (No. 3) 1923 (No. 32 of 1923)	5.9.1923	13.9.1923	13.9.1923 (<i>Cwlth. Gaz.</i> of 13.9.1923)
<i>Land Ordinance 1924</i> (No. 7 of 1924)	5.3.1924	6.3.1924	6.3.1924 (<i>Cwlth. Gaz.</i> of 6.3.1924)
<i>Land Ordinance</i> (No. 2) 1924 (No. 37 of 1924)	26.11.1924	27.11.1924	27.11.1924 (<i>Cwlth. Gaz.</i> of 27.11.1924)
<i>Land Ordinance 1925</i> (No. 7 of 1925)	25.2.1925	26.2.1925	26.2.1925 (<i>Cwlth. Gaz.</i> of 26.2.1925)
<i>Land Ordinance</i> (No. 2) 1925 (No. 23 of 1925)	15.7.1925	6.8.1925	23.11.1925 (<i>N.G. Gaz.</i> of 16.11.1925)
<i>Land Ordinance</i> (No. 3) 1925 (No. 25 of 1925)	5.8.1925	6.8.1925	1.9.1924 (Sec. 2, <i>Land Ordinance</i> (No. 3) 1925)
<i>Land Ordinance 1927</i> (No. 1 of 1927)	12.1.1927	13.1.1927	13.1.1927 (<i>Cwlth. Gaz.</i> of 13.1.1927)
<i>Land Ordinance 1928</i> (No. 17 of 1928)	26.7.1928	3.8.1928	1.12.1928 (<i>N.G. Gaz.</i> of 30.11.1928)
<i>Land Ordinance 1929</i> (No. 6 of 1929)	10.6.1929	25.7.1929	25.7.1929 (<i>Cwlth. Gaz.</i> of 25.7.1929)
<i>Land Ordinance 1932</i> (No. 14 of 1932)	4.8.1932	11.8.1932	11.8.1932 (<i>Cwlth. Gaz.</i> of 11.8.1932)
<i>Land Ordinance 1933</i> (No. 13 of 1933)	10.4.1933	12.4.1933	12.4.1933 (<i>Cwlth. Gaz.</i> of 12.4.1933)

(Footnote continued on next page.)

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- Part II.—Administration.
 Part III.—Acquisition of Land.
 Part IV.—Grants and Leases by the Administration.⁽²⁾
 Part V.—Reservation and Resumption of Land for Public Purposes.
 Part VI.—General.

Commencement.

3. This Ordinance shall commence on a day to be fixed by the Minister by notice in the *Gazette*.⁽¹⁾

Definitions.

4. In this Ordinance, unless the contrary intention appears—
 “Commissioner for Lands” means the officer duly appointed to be Commissioner for Lands:

Amended by No. 23 of 1925, s. 3 and Schedule.

“Administration⁽²⁾ lands” includes all lands the right, title, estate, interest, control, privileges or prerogatives of the Government in over or to which passed to the Commonwealth in the terms of the *Laws Repeal and Adopting Ordinance 1921*:⁽³⁾

Amended by No. 23 of 1925, s. 3 and Schedule.

“Grant” means the grant in fee simple of any land by the Administration:⁽²⁾

“Minerals” means all minerals and mineral or metalliferous ores, and includes all metals other than gold:

(1)—*continued*.

PART II.—ORDINANCES OF THE LEGISLATIVE COUNCIL.

Short title, number and year.	Date of reservation by Administrator.	Date on which assent of Gov.-Gen. in Council published in <i>N.G. Gaz.</i>	Date on which came into operation.
<i>Land Ordinance 1935</i> (No. 18 of 1935)	16.1.1935	15.5.1935	15.5.1935 (<i>N.G. Gaz.</i> of 15.5.1935)
<i>Land Ordinance</i> (No. 2) 1935 (No. 43 of 1935)	31.7.1935	15.11.1935	15.11.1935 (<i>N.G. Gaz.</i> of 15.11.1935)
<i>Land Ordinance 1936</i> (No. 47 of 1936)	5.8.1936	30.9.1936	Secs. 1, 2 and 4, on 2.11.1936; and Sec. 3 on 1.5.1937 (<i>N.G. Gaz.</i> of 15.10.1936)
<i>Land Ordinance 1937</i> (No. 23 of 1937)	4.3.1937	30.4.1937	1.7.1937 (<i>N.G. Gaz.</i> of 18.6.1937)
<i>Land Ordinance 1939</i> (No. 5 of 1939)	2.3.1939	15.4.1939	15.4.1939 (<i>N.G. Gaz.</i> of 15.4.1939)
<i>Land Ordinance</i> (No. 2) 1939 (No. 25 of 1939)	5.9.1939	31.10.1939	31.10.1939 (<i>N.G. Gaz.</i> of 31.10.1939)
<i>Land Ordinance 1941</i> (No. 14 of 1941)	22.4.1941	14.6.1941	14.6.1941 (<i>N.G. Gaz.</i> of 14.6.1941)

(2) “Administration” was substituted for “Crown” by Section 3, and the Schedule, of the *Land Ordinance* (No. 2) 1925 (No. 23 of 1925), Section 4 of which reads as follows:—

“This Ordinance shall not affect the validity of any document issued or anything done in pursuance of the law in force prior to the commencement of this Ordinance, and where in any such document any reference is made to the Crown that reference shall be read as a reference to the Administration.”

(3) Now the *Laws Repeal and Adopting Ordinance 1921-1939*.

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“Owner” includes with respect to land any person who under this Ordinance is enabled to sell or convey the land to the Administration:

Amended by No. 23 of 1925, s. 3 and Schedule.

“The Administration”⁽²⁾ means the Government of the Commonwealth of Australia as Mandatory under the Mandate conferred by the Principal Allied and Associated Powers under the Treaty of Versailles and formulated by the Council of the League of Nations on the seventeenth day of December, One thousand nine hundred and twenty:

Inserted by No. 23 of 1925, s. 3 and Schedule.

“Town” includes the towns of Rabaul, Kokopo, Kaewieng, Namatanai, Madang, Morobe, Eitape, Lorengau and Kieta, and such other place as the Administrator shall declare by notice⁽⁴⁾ published in the *New Guinea Gazette* to be a town.

PART II.—ADMINISTRATION.

5.—(1.) There shall be a Commissioner for Lands, who shall have the powers and perform the duties prescribed.

Appointment of Commissioner for Lands.

(2.) Subject to the Public Service Ordinance the Governor-General may appoint a fit and proper person to be Commissioner for Lands.

(2A.) Until a Commissioner for Lands is appointed under this section, the Administrator shall be deemed to be the Commissioner for Lands.

Sub-section (2A) inserted by No. 32 of 1922, s. 3.

(3.) In the case of the illness or absence of the Commissioner for Lands, or in the event of the office of Commissioner for Lands becoming vacant, the Administrator may appoint a person in the Public Service of the Territory to be Acting Commissioner for Lands during the illness or absence of the Commissioner for Lands, or until the appointment of a Commissioner for Lands, as the case may be, and the Acting Commissioner for Lands shall have all the powers and perform all the duties of the Commissioner for Lands.

Absence of Commissioner, &c.

PART III.—ACQUISITION OF LAND.

6. Save as hereinafter provided a native shall have no power to sell lease or dispose of any land, and any contract or agreement made by him so to do shall be void.

No power in natives to deal in land.

(2) See footnote (2) printed on p. 2650.

(4) By Proclamations dated respectively 15.10.1923, 8.11.1923 and 9.11.1923, and published respectively in *N.G. Gaz.* of 15.11.1923, 15.11.1923 and 30.11.1923, the Administrator defined the boundaries of the Towns of Kaewieng, Lorengau and Madang respectively for the purposes of the Ordinance. See, now, the *Town Boundaries Ordinance 1924-1927*, and the proclamations made thereunder.

Exception in case of land alienated from Administration. Amended by No. 23 of 1925, s. 3 and Schedule.

7. A native who has acquired under a will or an intestacy land which has been alienated by the Administration⁽²⁾ shall have power to sell or otherwise to dispose of the land, but no contract or agreement made by him so to do shall be valid unless approved by the Administrator.

Administrator may purchase land from natives.

8.—(1.) If the native owners are willing to dispose of any land the Administrator may out of funds provided for the purpose purchase or lease it upon such terms as may be agreed upon between him and the owners.

Consideration of interests of natives.

(2.) No purchase or lease of any land shall be made by the Administrator until he is satisfied after reasonable inquiry that the land is not required or likely to be required by the owners.

Authentication of Administration titles. Schedule I. Amended by No. 23 of 1925, s. 3 and Schedule.

9. Leases and purchases of land by the Administration⁽²⁾ from natives shall be authenticated by such instruments and in such manner as may be prescribed, and until so prescribed the practice prescribed by the First Schedule to this Ordinance shall be followed.

Repurchase by Administration. Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule, and by No. 17 of 1928, s. 3.

10.—(1.) The Administrator may out of funds provided for the purpose agree with the owners of any lands and with all persons having any estate or interest therein, for the absolute purchase for and on behalf of the Administration for such consideration as the Administrator shall think proper of any such lands or any part thereof and of all estates and interest in such lands.

Title to be taken in the name of the Administration. Sub-section (2) amended by No. 23 of 1925, s. 3 and Schedule.

(2.) All transfers leases or other instruments for effecting the purchase referred to in the preceding sub-section shall be taken in the name of the Administration.⁽²⁾

Sub-section (3) amended by No. 23 of 1925, s. 3 and Schedule; substituted by No. 17 of 1928, s. 3.

(3.) In all cases where any estate, right, title or interest in the land of any person has prior to the commencement of this sub-section been acquired by the Administration under any Ordinance, statute or regulation for the time being in force in the Territory, if the transfer or other dealing affecting that estate, right, title or interest has been taken in the name of some officer of the Government duly authorized to take the transfer or other dealing in his own name, and if that transfer or other dealing has been recorded in the office of the Registrar of Titles (or other officer duly appointed to act in the same or a similar capacity as that of Registrar of Titles) in pursuance of the provisions of any Ordinance, statute or regulation for the time being in force in the Territory, the estate, right, title or interest shall, as from the commencement of the *Land Ordinance* 1922, be deemed to have vested in the Administration in all respects as if the instrument

(2) See footnote (2) printed on p. 2650.

effecting the transfer or other dealing affecting the estate, right, title or interest had been taken in the name of the Administration instead of in the name of the officer of the Government referred to.

11.—(1.) The Administrator may from time to time by proclamation⁽⁵⁾ published in the *New Guinea Gazette* declare that any land which has never been alienated by the Administration⁽²⁾ and of which there appears to be no owner shall unless good cause is shown to the contrary within the period to be specified in the proclamation become Administration⁽²⁾ land.

Waste or vacant land taken possession of by the Administration.
Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

(2.) Every such proclamation⁽⁵⁾ shall set forth the name or names (if any) by which such land is known, with a description or a plan thereof, the position of the land, an estimate of its area, and a statement showing as far as is known how long it has been unused by natives.

Proclamation.
Sub-section (2) amended by No. 17 of 1928, s. 4.

(3.) From and after the time limited by such proclamation the land referred to therein shall be and be deemed to be vested in the Administration⁽²⁾ for an estate in fee simple.

Vesting.
Sub-section (3) amended by No. 23 of 1925, s. 3 and Schedule.

(4.) The Administrator shall at any time before the expiration of the time limited by the said proclamation, and may at any time thereafter, take into consideration any claim to such land or any interest therein made by or on behalf of any alleged owner; and if the Administrator allows such claim he may either by proclamation⁽⁵⁾ published in the *New Guinea Gazette* declare that the Administration⁽²⁾ disclaims its title to the said land, in which case the land shall not vest in the Administration⁽²⁾ or become Administration⁽²⁾ land, or if it has so vested shall be divested from the Administration⁽²⁾ and cease to be Administration⁽²⁾ land, or may acquire the right of the owner in manner provided in this Ordinance.

Protection of interests of natives.
Sub-section (4) amended by No. 23 of 1925, s. 3 and Schedule.

12.—(1.) The Administrator may by proclamation⁽⁶⁾ in the *New Guinea Gazette* appoint a Board or Boards to decide all questions as to waste and vacant lands or lands alleged to be waste and vacant and all cases of disputed ownership of land in which a native is a claimant.

Boards may be appointed to decide claims to native lands.

(2.) The Board in giving its decision shall be guided by the principles of equity and good conscience and shall not be bound by rules of evidence or legal procedure.

(3.) The constitution of the Board and its procedure shall be as prescribed.

(2) See footnote (2) printed on p. 2650.

(5) A Table containing particulars of Proclamations made pursuant to Section 11 is printed on p. 2729, and the proclamations (other than a proclamation of disclaimer) are printed immediately after the Table.

(6) No proclamation has been published in *N.G. Gaz.*

(4.) An appeal shall lie from the Board to the Central Court.⁽⁷⁾

(5.) The practice regulating such appeals shall be as laid down in rules of Court⁽⁸⁾ to be made by the Chief Judge and published in the *New Guinea Gazette*.

Heading amended by No. 23 of 1925, s. 3 and Schedule.

PART IV.—GRANTS AND LEASES BY THE ADMINISTRATION.⁽²⁾

Grant of freehold by the Administration. Sub-section (1) substituted by No. 32 of 1922, s. 4; amended by No. 7 of 1924, s. 2 and by No. 23 of 1925, s. 3 and Schedule; resubstituted by No. 18 of 1935, s. 2.

13.—(1.) The Governor-General may, in the name of the Administration, for such consideration (if any) as the Governor-General thinks fit, grant, convey or otherwise dispose of estates in fee simple of Administration lands or lands the property of the Administration, subject to such conditions, covenants and reservations as are prescribed or as the Governor-General thinks fit.⁽⁹⁾

Sub-section (1A) inserted by No. 7 of 1924, s. 2, amended by No. 23 of 1925, s. 3 and Schedule, and omitted by No. 18 of 1935, s. 2.

* * * * *

Leases may be granted.

(2.) The Administrator may grant leases of Administration⁽²⁾ lands or lands the property of the Administration⁽²⁾ as provided in this Ordinance.

Sub-section (2) amended by No. 23 of 1925, s. 3 and Schedule.

Renewal of Fiscus leases.

13A.—(1.) Where in any Fiscus lease it is provided, either expressly or impliedly, that, on the expiration of the term of the Fiscus lease, the Fiscus lease shall or may be renewed or a new lease shall or may be granted, the Administrator may, upon application being made by the lessee, and upon being satisfied that the lessee has complied with the condition (if any) of the renewal or grant of a new lease, grant to the lessee a new lease of the land comprised in the Fiscus lease for a term not exceeding thirty years from the expiration of the term of the Fiscus lease at a rent fixed by the Administrator but not exceeding the rent specified in the Fiscus lease as the maximum rent payable on the renewal of the lease or the grant of a new lease.

Section 13A inserted by No. 25 of 1939, s. 2.

(2.) Subject to the last preceding sub-section, any lease

(2) See footnote (2) printed on p. 2650.
(7) See Section 7A of the *Judiciary Ordinance* 1921-1938.
(8) No Rules of Court have been made.
(9) See Section 3 of the *Land Ordinance*, 1935, printed on p. 2719.

granted under this section shall be granted on such terms and conditions as the Administrator thinks fit.

(3.) The provisions of this Ordinance (other than the provisions of this section) and of the Regulations made under this Ordinance, with respect to leases, shall not apply to a lease granted under this section.

(4.) Leases granted under this section shall when executed be deemed to be Administration leases.

(5.) A fee of One pound shall be paid by the lessee for the preparation of a lease granted under this section.

(6.) For the purposes of this section—

“Fiscus lease” means a lease granted by the Fiscus of the Colony of German New Guinea, or by the German Imperial Government, or by the former German Government of the Territory, or by any organ or officer of either of those Governments, or by the British Military Administration, and includes a Fiscus lease which has expired;

“lessee” includes any person who at the expiration of the Fiscus lease is or was the successor in title of the original lessee.

14.—(1.) Every Administration⁽²⁾ grant or lease granted under this Ordinance shall and shall be deemed to contain—

(a) a reservation to the Administration⁽²⁾ of all gold, silver, minerals (including precious stones), coal shale and mineral oils, and of the right of access for the purpose of searching and working for them, and any other such condition or reservation which the Governor-General or the Administrator may consider necessary in the public interest;

(b) a covenant that in the event of such land or any part thereof being at any time required by the Administration for railway or tramway purposes, or water supply purposes, irrigation purposes, reservoirs, dams, races, water-courses or drains, or for public works or highways or mining purposes, the grantee or lessee shall remove any improvements therefrom and relinquish and give up possession of the said land to the Administration⁽²⁾.

(2.) There shall be paid by the Administration⁽²⁾ the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable.

Reservation of minerals, &c.
Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

Compensation payable.
Sub-section (2) amended by No. 23 of 1925, s. 3 and Schedule.

(2) See footnote (2) printed on p. 2650.

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Compensation
how fixed.

**Sub-section
(3) amended
by No. 23 of
1925, s. 3 and
Schedule.**

(3.) The cost shall be fixed by the Administration⁽²⁾ and may be paid to such person or persons as the Administration⁽²⁾ determines, but no compensation for severance shall be given or allowed.

Leases may be
for ninety-nine
years unless
otherwise
provided.

15. Leases under this Ordinance may be for any period not exceeding ninety-nine years except where a lesser maximum period is hereinafter provided in respect of any particular classes of leases.

Unauthorized
occupation of
native lands
and
Administration
lands.

**Sub-section
(1) amended
by No. 23 of
1925, s. 3 and
Schedule.**

16.—(1.) Except for purely temporary purposes or by virtue of some right or permission under this or some other Ordinance, no person other than a native shall occupy any land owned by natives and subject to this Ordinance no person shall occupy any land the property of the Administration.⁽²⁾

Penalty.

(2.) Any person who contravenes the provisions of the last preceding sub-section and who refuses to leave within a reasonable time after receiving written notice to quit from the Commissioner for Lands or a district officer, may be forcibly ejected and shall be liable on summary conviction to a penalty not exceeding One hundred pounds and in default of payment to imprisonment for a period not exceeding three months.

Application for
lease of
unsurveyed
land may be
granted.

**Sub-section
(1) amended
by No. 23 of
1925, s. 3 and
Schedule.**

17.—(1.) When an application for a lease made under this Ordinance is for land which is wholly or partly unsurveyed or for which for any reason a lease from the Administration⁽²⁾ in accordance with such application cannot immediately issue the Administrator may nevertheless if he thinks fit grant the application.

Proviso.

**Sub-section
(2) amended
by No. 23 of
1925, s. 3 and
Schedule.**

(2.) The granting of the application shall not be held to guarantee the position, boundaries or area of the land described therein, or the title of the Administration⁽²⁾ thereto; and the granting of the application shall be taken to be subject to survey and for such part only of the land therein as is Administration⁽²⁾ land.

Assignments of
interest in
granted
application
before issue
of lease.

**Sub-section
(1) amended
by No. 23 of
1925, s. 3 and
Schedule.**

18.—(1.) When any application for a lease under this Ordinance has been granted by the Administrator the interest of the applicant therein may subject to such conditions as may be prescribed be assigned notwithstanding that a lease from the Administration⁽²⁾ has not been issued in respect thereof.

Form of such
assignment.
Schedule II.

(2.) An assignment under the provisions of this section shall be in one of the forms set out in the Second Schedule hereto

(2) See footnote (2) printed on p. 2650.

according to whether the land affected by the assignment is unsurveyed or surveyed at the date of the application being made for a lease thereof.

(3.) The fee for registration shall be One pound.

Fee.

19. Upon registration of an assignment of an interest under the last preceding section the assignee shall thereupon succeed to all the rights (if any) of the assignor under the granted application for the lease, and may in like manner and subject to the like conditions assign his interest therein and the lease may be issued to and in the name of the assignee under the last registered assignment.

Effect of assignment of interest before issue of lease.

20.—(1.) There shall be kept at the Lands Office at Rabaul registers wherein shall be entered particulars of all assignments made under the provisions of the two last preceding sections and such other particulars as are prescribed.

Register of assignments of interest before issue of lease.

(2.) Such registers shall be open for public inspection at any reasonable time during office hours on payment of the fee prescribed.

Inspection fee.

21. Any lessee under this Ordinance may with the consent of the Administrator surrender his lease at any time during the currency thereof. No surrender shall be of any force or effect until accepted in writing by the Administrator or by the Commissioner for Lands by his direction.

Leases may be surrendered.

22.—(1.) Leases under this Ordinance may be assigned mortgaged or otherwise dealt with, if the rent due (if any) has been paid and if the improvement conditions to which they are respectively subject have been complied with, and if the Administrator gives his assent thereto in writing.

Assignment of lease.

* * * * *

Sub-section (2) amended by No. 37 of 1924, s. 2 and omitted by No. 23 of 1937, s. 3.

(3.) The assent of the Administrator shall be withheld unless—

(a) the rent has been paid and the improvement conditions specified in sub-section one of section thirty-eight of this Ordinance have been performed in respect of the land sought to be assigned transferred or sublet; and

Paragraph (a) amended by No. 14 of 1932, s. 2.

(b) special grounds of an urgent or exceptional character are shown to the satisfaction of the Administrator by the respective applicants concerned in the transaction necessitating such assent.

Paragraph (b) amended by No. 14 of 1932, s. 2.

Mortgage of agricultural leases.

Sub-section (4) amended by No. 14 of 1932, s. 2.

(4.) Agricultural leases may be mortgaged with the assent of the Administrator to any person if the rent has been paid and special grounds are shown of an urgent or exceptional character by the lessee to the satisfaction of the Administrator indicating the necessity of such mortgage.

(5.) Assignments by will or by operation of law shall not be affected by this section, but except as aforesaid no transfer, sub-lease, mortgage or other alienation of land which has been leased under this Ordinance shall be valid.

Validation of certain assents given after execution of instrument.

Sub-section (6) added by No. 14 of 1932, s. 2.

(6.) Notwithstanding anything contained in this section or in the terms, covenants or conditions of any lease granted under this Ordinance, where the Administrator in writing declares that he is satisfied that the failure to obtain the Administrator's assent to any transfer sub-lease mortgage or other alienation of land was due to inadvertence and subsequently gives his assent to the transaction in question, his assent shall be as valid and effectual for all purposes as if given before the execution of the instrument.

When part of land in lease is permitted to be assigned original lease may be surrendered.

23. When any lessee under this Ordinance obtains the consent of the Administrator to the transfer or assignment of part only of the land comprised in his lease and desires to take advantage thereof—

- (a) The lessee may surrender his lease;
- (b) The Administrator may grant a lease of the part of the land consent for the assignment or transfer of which has been given to the permitted assignee or transferee, or, if no assignee or transferee is named in such consent, then to the person nominated in that behalf by the lessee so surrendering the lease, and may grant a lease to such lessee for the balance of the land comprised in the lease so surrendered;
- (c) Every new lease granted shall be for the unexpired period of the term of the surrendered lease and for the same purposes and subject to the same terms conditions and regulations as the lease surrendered, and shall (for the purpose of identification only) refer to the registration number (if any) and date of such last mentioned lease; and
- (d) The lessee shall pay a fee of One pound for the preparation and Ten shillings for the registration of each new lease.

Land under repealed Ordinance, &c., to continue subject thereto.

Sub-section (1) amended by No. 17 of 1928, s. 5.

24.—(1.) If the land in a lease surrendered under the provisions of the last preceding section is subject to the provisions of any Ordinance statute or regulation formerly in force it shall, subject to sub-section two of this section, notwithstanding such surrender or anything in this Ordinance contained continue to be subject to the provisions thereof as if the new leases granted in

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respect thereof had been granted thereunder instead of under this Ordinance.

(2.) For all the purposes of section seventy-four of this Ordinance such new leases shall be deemed to have been granted under this Ordinance.

25.—(1.) A Board shall be appointed by the Administrator under the title of "The Land Board." The Board shall consist of three members one of whom shall be Chairman who shall be appointed by the Administrator.

Constitution of Land Board.

(2.) The Administrator may at any time remove any member of the Land Board and appoint some other person in his place, and, in the event of the absence or continued illness of any member, or inability to perform his duties, the Administrator may appoint a person to act as a substitute for that member during his absence, illness or inability.

Sub-section (2) substituted by No. 23 of 1925, s. 3 and Schedule.

(3.) The procedure to be followed at meetings of the Board shall be as prescribed.

Sub-section (3) added by No. 23 of 1925, s. 3 and Schedule.

26.—(1.) Applications for leases and all other applications, which this Ordinance provides shall be decided by the Administrator, shall first be considered by the Land Board who shall report thereon to the Administrator.

Land Board to consider application.

(2.) An applicant for a lease of Administration⁽²⁾ lands may, while awaiting the result of his application, with permission of the Land Board signified in writing under the hand of the Chairman, enter into occupation of the land applied for.

Applicant may go into occupation with permission.

Sub-section (2) amended by No. 23 of 1925, s. 3 and Schedule.

27.—(1.) So soon as may be after the passing of this Ordinance, and thereafter from time to time as the Administrator deems expedient, all lands in the Territory, except land in towns and townships and land which has been alienated by the Administration⁽²⁾, shall, so far as in the opinion of the Administrator it is necessary, be classified by officers appointed by the Administrator.

Classification of lands.

Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

(2.) The officers so appointed shall, after inspecting the lands they are directed to classify, proceed to classify such of the said lands as are in their opinion suitable for agriculture as land belonging to Class A and such of the said lands as are in their opinion not suitable for agriculture as land belonging to Class B, hereinafter referred to as lands of Class A and Class B respectively.

Classes of land.

(3.) The Administrator may by proclamation⁽¹⁰⁾ in the *New Guinea Gazette* declare any unclassified lands of the Territory,

Class B.

(2) See footnote (2) printed on p. 2650.

(10) A Table containing particulars of proclamations made pursuant to Section 27 is printed on p. 2755, and the proclamations are printed immediately after the Table.

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except the lands exempted and referred to in sub-section (1.) of this section, to be lands of "Class B."

Class A.

(4.) Until any such lands of the Territory have been otherwise classified or proclaimed under the foregoing provisions they shall be deemed to be lands of "Class A."

Unimproved value of land to be assessed.
Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

28.—(1.) So soon as is practicable after the passing of this Ordinance, and thereafter from time to time as the Administrator deems advisable, assessments shall be made of the unimproved value of such of the land of the Territory as has not been alienated by the Administration⁽²⁾ and is capable of assessment, and which should in the opinion of the Administrator be made available for sale or leasing.

Publication.

(2.) The assessments shall be published in the *New Guinea Gazette* and shall be the basis on which purchase moneys and rents shall be determined.

(3.) The unimproved value of a piece of land shall be taken to be the sum which the land might reasonably be expected to realize if the improvements (if any) on the land had not been made.

Survey fees to be paid in respect of applications for land.

Section 29 amended by No. 37 of 1924, s. 3; substituted by No. 17 of 1928, s. 6.

Sub-section (3) added by No. 5 of 1939, s. 2.

29.—(1.) Survey fees, as prescribed, shall be payable in respect of applications for land and including applications for land disposed of by public auction or tender.

(2.) Survey fees shall, unless otherwise prescribed, be deposited with the application, and shall be returned to the applicant if the application is not granted or the tender not accepted.

(3.) Where the Secretary, Department of Lands, Surveys, Mines, and Forests certifies that land in respect of which survey fees have been paid under this section has been surveyed and that further survey is unnecessary, the survey fees (after deducting therefrom such amount as is approved by the Administrator for the cost of necessary inquiries made by a surveyor) shall be returned to the applicant.

Payment of survey fees may be condition precedent to assent to transfer.

Amended by No. 37 of 1924, s. 4; substituted by No. 17 of 1928, s. 7.

30. The Administrator may make the payment of the survey fees referred to in the last preceding section a condition precedent to his assent to the transfer of any land which has been applied for under this Ordinance.

Forfeiture for non-payment of fees.

31. If the fees are not paid as prescribed in this Ordinance or the regulations thereunder the land applied for shall not be

(2) See footnote (2) printed on p. 2650.

granted, or if already granted, may be forfeited by notice in the *New Guinea Gazette*.

32.—(1.) The Administrator may if he thinks fit grant agricultural leases of lands of "Class A" for any term not exceeding ninety-nine years.

Agricultural leases of lands of "Class A."

(2.) In the case of an agricultural lease for more than thirty years, the rent shall be determined at five per centum per annum of the unimproved value of the land; but for the first period of ten years the Administrator may, in his discretion, remit the rent as it becomes due. The unimproved value of the land shall be appraised every twenty years during the currency of the lease and the rent determined accordingly; but if on any appraisal the rent is raised by more than one-third the lessee may disclaim the lease, and shall thereupon be entitled to receive compensation for his improvements. The amount of compensation shall be determined in the manner prescribed.

Rent when term over 30 years.

(3.) In the case of an agricultural lease for thirty years or less, rent shall be paid during the whole term at the rate of five per centum per annum on the unimproved value of the land. At the end of ten years from the commencement of the lease and thereafter every ten years during the currency of the lease the unimproved value of the land shall be appraised and the rent determined accordingly.

Rent when term 30 years and under.

33.—(1.) With every application for an agricultural lease or a pastoral lease under this Ordinance a deposit shall be paid according to the following scale:—

Deposit payable with application for a lease.

One pound where the area applied for is forty hectares or less;

Two pounds where the area applied for is more than forty hectares but not more than two hundred hectares;

Five pounds where the area applied for is more than two hundred hectares but not more than four hundred hectares; and

Five pounds for every additional four hundred hectares or portion of four hundred hectares.

Sub-section (1) amended by No. 37 of 1924, s. 5.

(2.) The deposit shall be returned if the application is not granted.

(3.) If the application is granted, the deposit referred to in sub-section (1.) of this section shall be accepted as part payment of the survey fee.

Sub-section (3) added by No. 17 of 1928, s. 8.

34. Notwithstanding that any land may have been classified, proclaimed or assessed as land of "Class B", an agricultural lease may be granted thereof by the Administrator under the provisions

Agricultural lease may be granted over "Class B" lands.

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and conditions of this Ordinance, and thereupon the land comprised in such lease shall be deemed to be land of "Class A" and to have been classified, assessed and leased as such.

Section 35
amended by
No. 37 of 1924,
s. 6, and by
No. 17 of 1928,
s. 9, and
repealed by
No. 23 of 1937,
s. 4.

* * * * *

Pastoral leases
of "Class B"
lands.

36.—(1.) The Administrator may if he thinks fit grant pastoral leases of lands of "Class B".

(2.) No pastoral lease shall be granted for a longer term than thirty years.

Sub-section
(3) amended
by No. 37 of
1924, s. 7.

(3.) Rent shall be paid during the whole term of the lease at the rate of two and a half per centum per annum on the unimproved value of the land; but the rent shall not exceed Ten shillings per annum for every four hundred hectares during the first ten years. At the end of ten years from the commencement of the lease and thereafter every ten years during the currency of the lease the unimproved value of the land shall be appraised and the rent determined accordingly.

"Class B"
land to be
proclaimed
before pastoral
lease granted.

37. No pastoral lease shall be granted except in respect of land which has been declared by proclamation to be land of "Class B".

Improvement
conditions in
case of
agricultural
lease.

38.—(1.) Agricultural leases shall be subject to such improvement conditions as are provided by this Ordinance or as may be prescribed.

(2.) Of the land comprised in any agricultural lease suitable for cultivation there shall be planted with plants approved by regulation under this Ordinance in a good and husbandlike manner one-fifth within the first five years; two-fifths within the first ten years; three-fourths within the first twenty years; and during the remainder of the term three-fourths of the land so suitable shall be kept planted.

Improvement
conditions in
case of
pastoral lease.

39. Pastoral leases shall be subject to stocking conditions and such other conditions as may be prescribed—

- (i) The land shall be stocked within seven years and be kept stocked for the remainder of the term;
- (ii) Land upon which there are twenty head of cattle or one hundred head of sheep to the square mile shall be considered stocked;
- (iii) Ten head of cattle or fifty head of sheep to the square mile shall be on the land within five years.

40.—(1.) The conditions specified in the last two preceding sections may be relaxed or modified by the Administrator in any case in which it appears to him that special hardship would be caused to the lessee by insisting on them.

Improvement conditions may be relaxed.

(2.) In any case submitted to him for the relaxation or modification of conditions of improvement, the Administrator if he thinks fit may make it a condition of his compliance that the lessee shall surrender his lease and accept a new lease for—

Requirements.

(a) the area actually improved; and

(b) such further area (if any) in respect of which the Administrator may deem the lessee to be able without hardship to comply with conditions of improvement;

less any area which the Administrator deems necessary for roads for access to any land included in the surrendered lease but not included in the new lease.

(3.) If the lessee accepts the condition so imposed he shall—

(a) surrender his lease;

(b) accept a new lease for the area mentioned in paragraphs (a) and (b) of the preceding sub-section for the unexpired term of and for the same purposes and subject to the same terms, conditions and regulations as, the lease so surrendered, which new lease shall (for the purposes of identification only) refer to the registration number (if any) and date of such surrendered lease;

(c) pay a fee of One pound for the preparation and One pound for the registration of the new lease and the cost of survey rendered necessary for the reduction in area below that contained in the original lease and by roads of access; and

(d) if the cost of survey of the original lease was borne by the Government, pay the whole or any portion thereof which the Administrator may require.

41.—(1.) The lessee of any Administration⁽²⁾ land adjoining a native reserve shall, if required by the Administrator or Commissioner for Lands, fence off the reserve in manner prescribed.

Native reserves to be fenced by lessee.

Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

(2.) If any damage is done to the native reserve by trespass of stock before the fencing is complete, the amount of compensation shall be assessed by the district officer of the district in which the land is situated, and shall, within three months, be paid by the lessee into the Treasury for distribution among the natives who have suffered loss.

Trespass damage.

(2) See footnote (2) printed on p. 2650.

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How recovered.

(3.) If not so paid the amount may be recovered by levy and distress, and the lease may be forfeited.

Damage to fence.

(4.) If the fence is injured by the natives either wilfully or through carelessness it shall be the duty of the district officer to require them to repair it, and the lessees shall not be liable for any trespass which occurs by reason of the injury to the fence.

Mining on agricultural or pastoral leases.

42. Land comprised in agricultural leases and pastoral leases shall be subject to the provisions of any mining ordinance for the time being in force in the Territory.

Leases of town allotments.

Section 43 substituted by No. 1 of 1923, s. 3; resubstituted by No. 20 of 1923, s. 3; amended by No. 23 of 1925, s. 3 and Schedule.

43.—(1.) The Administrator may grant a lease of an allotment of Administration⁽²⁾ land in any town for a term not exceeding 99 years.

(2.) The Administrator may determine the areas in which Administration⁽²⁾ land in a town shall be offered for leasing.

(3.) Town allotments may be classified as business allotments and as resident allotments.

(4.) The rent of a town allotment shall be an amount equal to the prescribed percentage of the unimproved value of the land.

(5.) The unimproved value of the land shall be re-appraised every twenty years during the currency of the lease and the rent determined accordingly.

Sub-section (6) amended by No. 32 of 1923, s. 2.

(6.) Leases of town allotments at the rental prescribed may be offered and sold by public auction or tender, or may be granted to persons who make application as prescribed.

(7.) All offerings of leases of town allotments for sale by public auction shall be advertised in the *New Guinea Gazette* and in such other manner as the Administrator thinks fit.

Improvements.

44. Leases of town allotments shall be subject to improvement conditions as follows:—

Paragraph (1) amended by No. 25 of 1925, s. 3.

(1) The improvements shall be to such amount and of such nature as may be from time to time prescribed either generally or in the case of a particular town or locality and shall be made on the allotment within nine months from the commencement of the lease or within such further time as the Administrator in special circumstances, by writing under his hand, permits, and improvements of the same value shall be maintained thereon in good repair during the currency of the lease;

Paragraph (2) substituted by No. 17 of 1928, s. 10.

(2) A town allotment shall be fenced or enclosed in such manner or by such means as may be prescribed.

(2) See footnote (2) printed on p. 2650.

45. The Administrator may grant a lease for business purposes of land not included in the area of a town or township for business purposes for any period not exceeding ninety-nine years under the following conditions:—

Lease for business purposes.

- (1) The area comprised in the lease shall not exceed four hectares;
- (2) The rent shall be at the rate of not less than Twenty-five shillings a hectare but in no case shall be less than One pound in the aggregate;
- (3) The applicant shall state in his application the purposes for which he requires the lease;
- (4) Improvements to such amount and of such nature as may be from time to time prescribed either generally or in case of a particular town or locality or allotment shall be erected within two years of the commencement of the lease, and improvements to that value shall be maintained thereon during the currency of the lease.

Paragraph (1) amended by No. 37 of 1924, s. 8.

Paragraph (2) amended by No. 37 of 1924, s. 8.

46. The Administrator may grant a lease for a period of ninety-nine years to be called a "Mission lease" of land rent free to a corporation having for its object the establishment of Christian missions, or to any person in trust for any institution or body having such objects, subject to the following conditions:—

Lease to missions.

Amended by No. 1 of 1923, s. 4, and by No. 37 of 1924, s. 9.

- (1) The area comprised in the lease shall not exceed two hectares;
- (2) Land shall not be leased under this section except for the purpose of erecting thereon a dwelling-house for members of the mission, a school, a church, or other buildings, or for all or more than one of such purposes;
- (3) The applicant shall specify the building or buildings which it is intended to erect upon the land applied for;
- (4) The building or buildings so specified shall be erected within three years of the commencement of the lease, and shall be kept in good repair during the currency of the lease;
- (5) Such other conditions as may be prescribed.

47.—(1.) The Administrator or any person authorized by him in that behalf may grant licences for any period not less than one year and not exceeding twenty years upon such terms and conditions as are prescribed for trading purposes of an area of land not exceeding one hectare.

Trading licences.

Sub-section (1) amended by No. 37 of 1924, s. 10, No. 17 of 1928, s. 11, No. 47 of 1936, s. 3, and by No. 5 of 1939, s. 3.

Sub-section (2) substituted by No. 17 of 1928, s. 11; resubstituted by No. 47 of 1936, s. 3.

(2.) A licence may be transferred with the consent in writing of the Administrator or any person authorized by him to grant licences under the last preceding sub-section.

Sub-section (2A.) inserted by No. 17 of 1928, s. 11; substituted by No. 47 of 1936, s. 3.

(2A.) Improvements of the amount and nature prescribed shall, within six months from the grant of a licence, be erected on the land in respect of which the licence is granted, and improvements of that amount and nature shall be maintained thereon during the currency of the licence.

Sub-section (2B.) inserted by No. 17 of 1928, s. 11; substituted by No. 47 of 1936, s. 3.

(2B.) Improvements erected under the last preceding sub-section may be removed by the holder of the licence on the expiration or sooner determination of the licence.

Sub-sections (2C.) and (2D.) inserted by No. 17 of 1928, s. 11, and omitted by No. 47 of 1936, s. 3.

* * * * *

(3.) A licence shall be in the form prescribed, and shall entitle the holder to enter upon and occupy the land in respect of which it is granted, and to fence it in and to erect buildings thereon and otherwise to make use of it for the purposes of trading.

(4.) A licence shall not grant any right or privilege which shall confer on the licensee exclusive rights as to anchorage or as to the procuring of fresh water or firewood or which shall obstruct or prevent in case of need vessels, traders or fishermen from obtaining shelter ashore or afloat.

(5.) A licence shall be irrevocable during its currency except by special order of the Administrator.

Sub-section (5) amended by No. 17 of 1928, s. 11.

Leases may be granted for residence purposes.

Amended by No. 37 of 1924, s. 11, and by No. 23 of 1925, s. 3 and Schedule.

48. The Administrator may grant leases of Administration⁽²⁾ lands not included in any town or township to be called "residence leases" for residence purposes under the following conditions:—

- (1) The area comprised in any lease shall not exceed two hectares;
- (2) The rent shall be at the rate of not less than Twenty-five shillings a hectare or as may be prescribed, but in no case shall be less than One pound per annum in the aggregate;
- (3) Improvements shall be effected on the leasehold of such a value within such time, and of such nature as may be prescribed, and improvements of the same value shall be maintained thereon during the currency of the lease;

(2) See footnote (2) printed on p. 2650.

- (4) The land comprised in the lease shall be fenced and kept fenced in such manner as is prescribed.

48A.—(1.) Subject to the next succeeding sub-section, upon application being made by the lessee the Administrator may, from time to time, on or within twelve months before its expiration, extend the term of any lease granted under section forty-three, forty-five, or forty-eight of this Ordinance.

Power to extend term of lease granted under section 43, 45, or 48 of Ordinance.

Section 48A inserted by No. 14 of 1941, s. 2.

(2.) Each extension under the last preceding sub-section shall be for such period, not exceeding ninety-nine years, as the Administrator thinks fit.

48B.—(1.) Notwithstanding the provisions of this Ordinance, where an application by the lessee for the extension of the term of a lease granted under section forty-three, forty-five, or forty-eight of this Ordinance is refused by the Administrator, the Administration shall pay to the lessee, on the expiration of the term of the lease, the value of the improvements on the land comprised in the lease, and such value shall be assessed in the manner prescribed.

Compensation where extension of term of lease under section 43, 45, or 48 of Ordinance refused.

Section 48B inserted by No. 14 of 1941, s. 2.

- (2.) For the purposes of this section—

“improvements” includes buildings and erections;

“lessee” means the grantee of a lease, and includes the person to whom any lease passes by assignment, transfer, operation of law, or otherwise.

49.—(1.) The Administrator may grant special leases to any *bona fide* discoverer of any guano, phosphates, animal, vegetable or mineral manures, or any substance used as a manure or as a constituent thereof, or other valuable substance (not being coal or a metal or metalliferous ore or shale or petroleum or mineral oil or any substance in the nature thereof) on any Administration⁽²⁾ lands or land vested in the Administration⁽²⁾ and not subject to a lease under this Ordinance, of any portion of the lands on which such discovery was made not exceeding two hundred and fifty-six hectares.

Special leases to discoverers.

Sub-section (1) amended by No. 37 of 1924, s. 12, and by No. 23 of 1925, s. 3 and Schedule.

(2.) Every such lease shall be granted on such terms and conditions and at such rent and royalty as the Administrator thinks fit.

50.—(1.) The Administrator may grant leases of Administration⁽²⁾ lands for any term not exceeding twenty-one years from the date thereof at such rent with or without royalty and upon such terms and conditions as the Administrator thinks fit for any of the following purposes, that is to say:—

Other special leases.

Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule, and by No. 1 of 1927, s. 2.

- (1) For obtaining and removing therefrom guano, phosphates, animal vegetable or mineral manures, or any substance used as a manure or a constituent thereof,

(2) See footnote (2) printed on p. 2650.

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or other valuable substance not being a metal or metalliferous ore or mineral oil;

- (2) For obtaining and removing therefrom stone and clay or other earth;
- (3) For sites of bulk stores;
- (4) For sites of bathing-houses or bathing-places;
- (5) For sites for tanneries, factories, sawmills or paper-mills;
- (6) For sites for wharves, jetties, quays, piers, landing-places;
- (7) For the working of mineral springs;
- (8) For sites for slips for ship or boat building, or repairing;
- (9) For the manufacture of salt;
- (10) For sites for smelting works or any works approved by the Administrator;
- (11) For any purposes for which licences may be granted under this Ordinance;
- (12) For any other prescribed purpose.

Area of lease.

(2.) The area of a lease under this section shall be of such reasonable extent as in the opinion of the Commissioner of Lands will enable the particular object or industry for which the lease is required to be carried on successfully.

Implied covenant as to user.

51. In every lease there shall be implied a covenant on the part of the lessee that he will use the land *bona fide* for the purpose only for which it is demised, and that he will not use it for any other purpose.

Licences.
Amended by
No. 23 of 1925,
s. 3 and
Schedule.

52. The Administrator or any person authorized by him in that behalf may grant licences to enter upon Administration⁽²⁾ lands or lands the property of the Administration⁽²⁾, to be described in such licences, and to occupy the same for any of the following purposes:—

- (1) To strip, dig and take away any bark, gravel, stone, limestone, salt, guano, manure, shell, seaweed, sand, loam, clay or other earth;
- (2) For fishermen's residences and drying-grounds;
- (3) For manufactories, fellmongering establishments, slaughter-houses, brick or lime kilns or saw-mills;
- (4) For any of the purposes for which leases may be granted under this Ordinance;
- (5) For any other prescribed purpose.

(2) See footnote (2) printed on p. 2650.

53. Every licence issued under the last preceding section shall bear the date on which it is issued and shall continue in force for a period not exceeding one year from such date, and shall be subject to the payment of such fee and subject to such royalty on the material so stripped dug or taken away and subject to such restrictions limitations and conditions as are prescribed.

Conditions of licences.

53A.—(1.) The Administrator may grant a licence to enter upon Administration land in any area specified in the licence, for the purpose of cultivating, cutting, and removingalang grass or any other prescribed grass or vegetable growth, for any period not exceeding forty years from the date of the grant of the licence, at such rent and upon such terms and conditions as are prescribed.

Licences to cutalang grass, &c.
Section 53A inserted by No. 43 of 1935, s. 2.

Sub-section (1) amended by No. 47 of 1936, s. 4.

(2.) Notwithstanding anything contained in any law in force in the Territory, the holder of a licence granted under this section may, by agreement in writing with the native owners of land in the area specified in the licence made in the presence of a District Officer and approved by the Director of District Services and Native Affairs, enter upon that land and cultivate, cut, and remove any grass or vegetable growth in respect of which the licence was granted.

Sub-section (2) amended by No. 47 of 1936, s. 4.

(3.) The Administrator in Council may, if he thinks fit, by notice in the *New Guinea Gazette*, cancel a licence granted under this section either absolutely or to the extent to which it relates to any area specified in the notice—

Sub-section (3) substituted by No. 47 of 1936, s. 4.

- (a) if the prescribed rent remains due and unpaid for a period of twelve months;
- (b) if the holder of the licence refuses or neglects to fulfil any of the terms and conditions prescribed in respect of the licence; or
- (c) if, in the opinion of the Administrator in Council, the land to which the notice relates is required for any of the purposes specified in section sixty-nine of this Ordinance or for any other public purpose,

and thereupon the licence shall be cancelled either absolutely or to the extent to which it relates to any area specified in the notice, as the case may be, as from the date of the publication of the notice in the *New Guinea Gazette*.

(4.) Notwithstanding the grant of a licence under this section in respect of any Administration land, the Administrator may grant leases, licences, permits, or rights under any law in force in the Territory, of or over the Administration land.

(5.) For the purposes of this section, "Administration land" includes all lands the right, title, estate, interest, control, privileges, or prerogatives of the Government in, over, or to which passed to

the Commonwealth in the terms of the *Laws Repeal and Adopting Ordinance* 1921-1935⁽³⁾ and all land which has or may become Administration land under the provisions of the *Land Ordinance* 1922-1935, but does not include any mining tenement as defined in section six of the *Mining Ordinance* 1928-1935⁽¹¹⁾ or any land which has been granted in fee simple or any land held under any lease or licence granted or issued under this Ordinance or any other law in force in the Territory other than land held under an exclusive prospecting licence granted under the *Mining Ordinance* 1928-1935.⁽¹¹⁾

Date from which time calculated.
Sub-section (1) amended by No. 17 of 1928, s. 12.

54.—(1.) The term of a lease under this Ordinance, the period (if any) during which no rent is payable and the time within which improvement conditions must be fulfilled shall be calculated from the date on which the application for the lease was granted or from such other date as the Administrator, on the recommendation of the Land Board, determines.

Area—how calculated.

(2.) The area specified in any order granting the application for lease, or, if no area be specified therein, the area specified in the application shall, until the area is ascertained by survey, be taken to be the area granted.

Certain leases may be sold by auction or by tender.

55.—(1.) For any special reason the Administrator shall think fit any lease which may be granted under this Ordinance, except agricultural pastoral and mission leases may be offered and sold by auction or tender in such manner as shall be prescribed by regulation.

(2.) A lease which has been so offered for sale may if unsold be from time to time re-offered for sale as aforesaid at a reduced upset price, and may after the first or any subsequent unsuccessful offer for sale be granted without further competition to any applicant at the upset price at which the lease was last offered.

Improvements the property of Government to be valued.
Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

56.—(1.) Before any lease is granted under this Ordinance in respect of any land upon which there are improvements which are the property of the Administration⁽²⁾ the value of such improvements shall be assessed in such manner as the Administrator directs.

Value to be paid by lessee.
Sub-section (2) amended by No. 17 of 1928, s. 13.

(2.) The value of the improvements so ascertained shall be paid for by the lessee or they shall be taken into consideration in computing the rent to be paid for such land in such manner in either case as the Administrator thinks fit.

(2) See footnote (2) printed on p. 2650.

(3) Now the *Laws Repeal and Adopting Ordinance* 1921-1939.

(11) Now the *Mining Ordinance* 1928-1940.

Land Ordinance 1922-1941.

57.—(1.) Rent up to the first day of the next ensuing July shall be payable on the granting of an application for a lease, and thereafter annually in advance on the first day of July in each year.

Rent when payable.

(2.) In the case of agricultural leases and pastoral leases upon which rent may have been remitted under this Ordinance for any portion of the first period of ten years, rent up to the first day of July next following the date of the expiration of the first period of such remission shall be payable on the date of such expiration and thereafter annually in advance on the first day of July in each year.

58. The Commissioner for Lands shall as soon as conveniently may be after the last day of June in every year prepare a list of the names of all persons from whom rent is due.

List to be prepared of lessees whose rent is unpaid.

59. The list referred to in the last preceding section may be published in the *New Guinea Gazette*, and if published shall be received in any court as *prima facie* evidence that the rent in each case is due and unpaid and that payment thereof where necessary has been lawfully demanded.

List may be published and received in evidence.

60. Rent in respect of leases under this Ordinance may be recovered in like manner as any other rent is recoverable and if it is levied by distress an order signed by the Administrator or at his direction by the Commissioner for Lands shall be sufficient warrant and authority to distrain.

How rent is recoverable.

61. Rent and licence fees payable under this Ordinance shall be paid to the Treasurer or his duly authorized representative and shall be accounted for by the Treasurer in the Revenue Accounts of the Territory.

Rent, &c., to be paid to the Treasurer.

62.—(1.) The Administrator may if he thinks fit by notice in the *New Guinea Gazette* declare a lease forfeited—

Forfeiture for non-payment of rent or failure to fulfil conditions.

(1) If rent remains due and unpaid for a period of more than six months; or

(2) If a lessee refuses or neglects to fulfil any of the conditions imposed by this Ordinance or the Regulations made thereunder in respect of his lease;

And thereupon the lease shall be void as from the date of the *New Guinea Gazette* in which the notice appears.

Sub-section (2) amended by No. 23 of 1925, s. 3 and Schedule.

(2.) The Registrar of Titles shall make an entry to that effect in the Register of Administration⁽²⁾ Leases.

Fine may be imposed for non-fulfilment of improvement conditions.

(3.) Whenever any lease granted under this Ordinance is liable to forfeiture for any of the reasons mentioned in paragraph (2.) of sub-section one of this section, the Administrator if he thinks fit, instead of declaring the lease forfeited, may impose a fine upon the lessee and allow a further time for fulfilment of the improvement conditions. The fine shall not exceed One hundred pounds and may be made payable either at once or by instalments at intervals prescribed.

(4.) The fine shall not relieve the lessee from obligation to fulfil the conditions of improvement, but fulfilment of the conditions of improvement by the lessee shall relieve him from the payment of any instalments of the fine to become due after the date of such fulfilment.

(5.) The amount of any fine or instalment shall be recoverable in a summary way, and non-payment thereof shall render the lease liable to forfeiture.

(6.) The provisions as to fines shall not apply to agricultural or pastoral leases.

Occupation after expiration or forfeiture of lease.

63. Any lessee who, after expiration or forfeiture of a lease, holds over or refuses or neglects to deliver up possession to a person authorized by the Administrator to take possession may be forcibly dispossessed, and, if necessary, his servants may be forcibly ejected from the land.

When compensation will be given for improvements.

64.—(1.) If a lease is forfeited no compensation for improvements shall be payable.

(2.) If a lease expires by effluxion of time the value of the improvements shall be paid by the incoming to the outgoing tenant; and, if there is no incoming tenant, the Administrator may if he thinks fit order that a sum not exceeding the value of the improvements shall be paid to the outgoing tenant.

Sub-section (3) substituted by No. 43 of 1935, s. 3.

(3.) Compensation for improvements under this section may be assessed by agreement between the incoming tenant and the outgoing tenant, or between the Administrator and the outgoing tenant, as the case may be, or, in default of agreement within the prescribed time, shall be assessed in the prescribed manner.

Forfeited allotments to be sold by auction or offered by tender.

65. Town allotments which have been forfeited shall, before being again leased, be first offered by auction or tender in the manner prescribed.

(2) See footnote (2) printed on p. 2650.

66.—(1.) Every lessee of land held under a lease which is subject to improvement conditions, or the agent or manager of such lessee shall furnish to the Commissioner for Lands returns verified by declaration in relation to improvements effected on the land comprised in the lease.

Returns of improvements to be made to the Commissioner for Lands.

(2.) The returns shall be in such form, contain such particulars and be furnished at such times as prescribed.

Particulars.

(3.) If any lessee refuses or neglects to furnish such return so verified in respect of any lease the lease shall be liable to forfeiture.

Non-compliance.

67.—(1.) The Administrator or Commissioner for Lands may at any time cause an inspection to be made of the land included in any lease subject to improvement or other conditions in order to ascertain whether the improvement or other conditions in connexion therewith have been or are being observed.

Inspection of improvements.

(2.) In the case of a pastoral lease, the Administrator or the Commissioner for Lands may by notice in writing require the lessee for the purpose of any such inspection to muster and produce upon the land comprised in the lease, on a day and to the person respectively named in the notice, all cattle and sheep wherewith the land shall be then stocked. If any lessee fails to comply with the requirements of any such notice he shall be liable to a penalty not exceeding Fifty pounds and the lease shall be liable to forfeiture.

Pastoral lessee may be required to muster.

PART V.—RESERVATION AND RESUMPTION OF LAND FOR PUBLIC PURPOSES.

68. The Administrator may from time to time grant in trust, or by proclamation⁽¹²⁾ reserve from sale or lease, either temporarily or permanently, any Administration⁽²⁾ land which in his opinion is or may be required for any of the following purposes—

Reservations.
Amended by No. 23 of 1925, s. 3 and Schedule.

- (1) Public safety;
- (2) Quays, piers, wharfs, jetties or landing-places;
- (3) Telegraphs, telephones, railways, roads, bridges, ferries, canals or other works used as a means of communication, or for any work required for the purpose of making use of any such work;
- (4) Camping places for travelling stock;
- (5) Reservoirs, aqueducts or water-courses;
- (6) Markets, abattoirs, public baths or washhouses;
- (7) Mechanics' institutes, schools of arts, libraries, museums or other institutions used for public non-scholastic instruction;

(2) See footnote (2) printed on p. 2650.

(12) A Table containing particulars of lands reserved from sale or lease pursuant to Section 68, and, in some instances, placed under the control of trustees pursuant to Section 72(1), is printed on p. 2759. The proclamations still in force containing the descriptions and boundaries of the reserved lands are printed immediately after the Table.

LAND—

- (8) Public gardens, parks or experimental farms, or agricultural horticultural pastoral or industrial societies, or State plantations or State forests or timber reserves;
- (9) State and other schools, hospitals, asylums, infirmaries or establishments for the relief of indigent persons;
- (10) Places for the interment of the dead;
- (11) The recreation, convenience, health, amusement or enjoyment of the people;
- (12) Otherwise facilitating the improvement or settlement of the Territory;
- (13) Native reserves; or
- (14) Any other purpose which may be approved by the Administrator.

Acquisition
or resumption
of land.

69.—(1.) The Administrator may by notice⁽¹³⁾ in the *New Guinea Gazette* acquire or resume land for any of the following purposes—

- (1) Public safety;
- (2) Quays, piers, wharfs, jetties or landing places;
- (3) Telegraphs, telephones, railways, roads, bridges, ferries, canals or other works used as a means of communication or for any work required for the purpose of making use of any such work;
- (4) Camping places for travelling stock;
- (5) Reservoirs, aqueducts or water-courses;
- (6) Hospitals;
- (7) Native reserves;
- (8) Commons;
- (9) Public utility, convenience or health; or
- (10) Any other public purpose which the Administrator shall deem to be necessary.

Sub-section
(2) amended
by No. 17 of
1928, s. 14.

(2.) This section shall apply to any lands heretofore alienated at any time in fee simple or at any time vested in the Government or Administration of the Territory or dedicated to any public purpose, to all lands held under lease, licence or permit from the

(13) A Table, containing particulars of lands in connection with which notices of intention to resume pursuant to Section 70 and notices of acquisition or resumption pursuant to Section 69 have been published in *N.G. Gaz.*, is printed on p. 2805. This Table also contains, in respect of such of these lands as have been placed under the control of trustees pursuant to Section 72(1), particulars of the relevant proclamations. The notices and proclamations still in force containing the descriptions and boundaries of the acquired or resumed lands are printed immediately after the Table.

Government or Administration which were granted under any Ordinance, statute or regulation formerly or now in force in the Territory, to Administration lands and to native-owned lands; but no land shall be acquired or resumed under this Ordinance which is situated within two hundred yards of any dwelling-house and used in connexion therewith as a yard, garden, orchard, plantation, park or avenue unless the owner consents or the purpose of the acquisition or resumption cannot be otherwise secured.

(3.) If any land acquired or resumed or deemed to have been acquired or resumed under sub-section (1.) of this section is not required for the purpose for which it was acquired or resumed or deemed to have been acquired or resumed, the Administrator may grant a lease of the land in accordance with the provisions of this Ordinance, or the Governor-General may authorize the disposal of the land in such manner as he thinks fit.

Sub-section
(3) added by
No. 6 of 1929,
s. 2.

70. No acquisition or resumption under the last preceding section shall be made until the expiration of one month after notice in the *New Guinea Gazette* of the intention to resume⁽¹³⁾, and during this time any person feeling aggrieved may address to the Administrator any objection he may have to the land being acquired or resumed.

Notice of
intended
resumption.

71. Subject to any covenants or conditions contained in any grant or lease reserving the right of resumption of land for public purposes compensation shall be paid for land acquired or resumed under section sixty-nine of this Ordinance, and such compensation shall be assessed in the prescribed manner:

Compensation.

Provided that, where land occupied by, or the property of, natives is acquired or resumed under the provisions of section sixty-nine of this Ordinance for the purpose of a native reserve, and those native occupiers or owners of the land continue to enjoy the same rights and privileges (other than that of ownership) in respect of the land as were enjoyed by them prior to the acquisition or resumption, compensation shall not be payable in respect of the acquisition or resumption.

Proviso
added by
No. 13 of 1933,
s. 2.

72.—(1.) The Administrator may by proclamation without issuing any deed of grant, place any lands reserved, resumed or acquired either temporarily or permanently for any of the purposes specified in sections sixty-eight⁽¹²⁾ and sixty-nine⁽¹³⁾ of this Ordinance, under the control of trustees, and may declare the style or title of such trustees and the trusts for the carrying out of which such land is placed under their control, and may empower

Land may be
placed under
control of
trustees.

(12) See footnote (12) printed on p. 2673.

(13) See footnote (13) printed on p. 2674.

LAND—

such trustees to make by-laws⁽¹⁴⁾ for carrying out the objects of the trust and to impose penalties not exceeding in any case Five pounds for any breach thereof.

By-laws.

(2.) The by-laws when approved by the Administrator and published⁽¹⁴⁾ in the *New Guinea Gazette* shall have the force of law.

Title of trustees.

73. When in any proclamation made under the last preceding section the style or title of any trustees is declared, then for the purpose of any action or proceeding in any court it shall be sufficient to describe such trustees by such style or title without naming any of them, and in any indictment or information it shall be sufficient to describe them by such style or title as owners of any property real or personal, and they may by such style or title sue and be sued, and shall for the purposes of any action or proceeding be deemed to be the absolute owners of the land placed under their control, and no action or proceeding shall abate by reason of the death, removal or retirement of any trustee.

PART VI.—GENERAL.

Register of Administration leases.

Sub-section (1) amended by No. 23 of 1925, s. 3 and Schedule.

74.—(1.) Leases granted under this Ordinance shall when executed be deemed to be Administration⁽²⁾ leases, and shall be in the form provided by the regulations.

(2.) Leases shall be in duplicate, and after being duly executed shall be forwarded to the Registrar of Titles for registration or be otherwise dealt with as may be prescribed.

(3.) A fee of One pound shall be paid for the preparation of a lease and of One pound for the registration thereof.

Surveyor may enter private lands.

Sub-section (1) amended by No. 17 of 1928, s. 15.

75.—(1.) A surveyor or other officer, and any person acting under his orders, may from time to time, without making compensation, enter upon the land of any person for the purpose of carrying on any survey authorized by or necessary under this or any other Ordinance or under any statute or regulation heretofore in force in the Territory, and may fix and place any object, post, stone or boundary mark in the ground or upon any wall, tree or post, and may dig up the ground for any such purpose and may cut down or remove any scrub or timber which may obstruct any survey line.

(2) See footnote (2) printed on p. 2650.

(14) By-laws made pursuant to Section 72 are printed on p. 2721 *et seq.* Particulars concerning them are as follows:—

Short title.	Date on which made.	Date on which published in <i>N.G. Gaz.</i>
Kavieng Public Baths Reserve By-laws	16.11.1934	15.1.1935
Salamaua Public Baths Reserve By-laws	27.11.1935	14.12.1935
Rabaul European Public Baths Reserve By-laws	2.5.1941	15.5.1941

Land Ordinance 1922-1941.

(2.) A surveyor or other officer shall take reasonable care to do as little damage as possible.

* * * * *

Section 76 amended by No. 23 of 1925, s. 3 and Schedule, and repealed by No. 17 of 1928, s. 16.

77. Any person who wilfully obliterates, removes or defaces any boundary or survey mark, or any land mark or beacon made or erected by the authority of or by or under the direction of any authorized Government officer shall be liable on summary conviction to a fine not exceeding Ten pounds or in default of payment to imprisonment for a period not exceeding three months.

Penalty for obliterating survey marks.

78.—(1.) The Administrator in Council may make regulations⁽¹⁵⁾ not inconsistent with this Ordinance prescribing all matters required or permitted to be prescribed or necessary or convenient to be prescribed, for carrying out or giving effect to this Ordinance, and in particular for prescribing—

Regulations.
Sub-section (1) amended by No. 5 of 1939, s. 4.

- (a) the mode of making applications under this Ordinance;
- (aa) the manner in which land applied for under this Ordinance shall be described, measured, marked out or pegged;
- (b) the amount of fees to be paid in respect of applications under this Ordinance;
- (c) the manner in which leases and purchases of land by the Crown^(15A) from natives shall be authenticated;
- (d) the method of dealing with vacancies on any Board and all matters of routine in respect to any Board;
- (e) the mode in which any land and boundaries shall be surveyed and boundaries adjusted;
- (f) the scale of fees to be charged in respect of Crown^(15A) surveys;
- (g) the scale of fees to be paid to surveyors for surveys carried out by them for the Crown;^(15A)
- (h) the manner in which compensation shall be determined in case of disclaimer of a lease;
- (i) the manner in which native reserves shall be fenced;
- (j) the area, rent and improvements or other conditions of leases of town allotments;
- (k) the forms of grants, leases, licences and other instruments under this Ordinance;

Paragraph (aa) inserted by No. 17 of 1928, s. 17.

(15) Pursuant to Sections 78 and 79, regulations have been made amending the *Land Regulations* set out in the Third Schedule of this Ordinance. The *Land Regulations*, as so amended, are printed on p. 2680.

(15A.) The word "Crown" appearing in Section 78 was not altered to "Administration" by No. 23 of 1925, which made this change in other sections of the Ordinance. The word "Administration" has now been substituted for the word "Crown" in Section 78 (wherever occurring) by the First Schedule of the *Ordinances Reprint and Revision Ordinance 1947* of the Territory of Papua-New Guinea.

LAND—

- (l) the fees to be charged in respect of the granting of any licence or any renewal thereof;
- (m) the terms and conditions of special leases;
- (n) the manner in which fines shall be paid;
- (o) the fixing of compensation for improvements in case of forfeiture of lease;
- (p) the fixing of compensation where land is acquired or resumed;
- (q) the appointment of assessors and their duties;
- (r) the size of pastoral allotments;
- (s) the rate of interest to be charged in respect of any rent or survey fees which are not paid on the due date; and
- (t) penalties not exceeding One hundred pounds, and, in default of payment, imprisonment for a period not exceeding six months, for any breach of the Regulations.

Paragraph (s) added by No. 17 of 1928, s. 17.

Paragraph (t) added by No. 17 of 1928, s. 17.

Sub-sections (2.) and (3.) omitted by No. 5 of 1939, s. 4.

Regulations in Third Schedule to operate from commencement of Ordinance.

Added by No. 32 of 1922, s. 5.

* * * * *

79. The regulations set out in the Third Schedule to this Ordinance shall have effect as regulations under this Ordinance as from the commencement of this Ordinance, but may be amended or repealed by regulations⁽¹⁵⁾ made in pursuance of the last preceding section.

FIRST SCHEDULE.

Section 9.

AUTHENTICATION OF PURCHASES OF LAND AND LEASES BY THE ADMINISTRATION⁽²⁾ FROM NATIVES.

Heading amended by No. 23 of 1925, s. 3 and Schedule.

Paragraph (1) amended by No. 23 of 1925, s. 3 and Schedule.

Paragraph (2) amended by No. 23 of 1925, s. 3 and Schedule.

(1.) When an estate in fee simple in land in respect of which no⁽¹⁶⁾ grant has ever issued is acquired by the Administration⁽²⁾ from a native the acquisition by and transfer to the Administration⁽²⁾ of such estate shall be taken in the name of the Administration⁽²⁾.

(2.) When a leasehold estate in such land is so acquired by the Administration⁽²⁾ or any interest in such land or the produce thereof is acquired by the Administration⁽²⁾ the acquisition of such estate or interest or produce shall be taken in the name of the Administration⁽²⁾.

(2) See footnote (2) printed on p. 2650.

(15) See footnote (15) printed on p. 2677.

(16) The word "Crown", which appeared originally after the word "no", was omitted by Section 3 and the Schedule of the *Land Ordinance (No. 2) 1925*. See now Section 4 of that Ordinance, printed on p. 2718.

Land Ordinance 1922-1941.

(3.) Every transfer or other transaction relating to any such acquisition shall be authenticated by an instrument in writing under the hand of the Administrator or some officer of Government appointed by the Administrator to sign the same and under the hand of the owner of such land estate or interest or some person authorized by the owner to sign the same on his behalf.

(4.) Every such instrument shall set forth—

- (i) A description of the land which is the subject-matter of the transfer or other transaction, giving the native name and (if any) the English name of the land, its position and boundaries, an estimate of its area, and as accurately as may be a delineation of its shape.
- (ii) The name of the vendor, lessor or other owner.
- (iii) The condition of the land as to occupation.
- (iv) The price or rent paid or to be paid, and if paid the name of the person to whom and the name of the person (if any) in whose presence payment has been made.
- (v) The name of the interpreter (if any) employed in the transfer or other transactions between the parties.
- (vi) Such further facts as the Administrator directs to be set forth therein or as may be prescribed.

(5.) Every such instrument shall be sealed with the seal of the Territory.

* * * * *

Paragraphs (6) and (7) omitted by No. 7 of 1925, s. 2.

SECOND SCHEDULE.

Section 18.

(FORM 1.)

Territory of New Guinea.

ASSIGNMENT OF INTEREST IN A GRANTED APPLICATION FOR A LEASE OF UNSURVEYED LANDS.

Amended by No. 23 of 1925, s. 3 and Schedule.

(Land Ordinance 1922.)

I, _____ of _____ being the applicant [or the registered assignee of the rights of an applicant] for a _____ of the unsurveyed land described in the Schedule hereunder written, the application for which has been granted subject to a survey of the said land and for so much thereof only as is land of the Administration(2), in consideration of the sum of _____ this day paid to me by _____ of _____ the receipt of which sum I do hereby acknowledge, assign and transfer all my right title and interest in and under the said application to the said

Schedule.

Dated at _____ this _____ day of _____ 192____
Signature of transferror—
Witness—
Signature of transferee—
Witness—

(2) See footnote (2) printed on p. 2650.

LAND—

Section 18.

(FORM 2.)

Territory of New Guinea.

ASSIGNMENT OF INTEREST IN A GRANTED APPLICATION FOR A LEASE OF SURVEYED LANDS.

(*Land Ordinance 1922.*)

I, _____ of _____ being the applicant [or the registered assignee of the rights of an applicant] for a _____ of the surveyed land described in the Schedule hereunder written, the application for which has been granted, in consideration of the sum of _____ this day paid to me by _____ of _____ the receipt of which sum I do hereby acknowledge, hereby assign and transfer all my right and interest in and under the said application to the said _____

Schedule.

Dated at _____ this _____ day of _____ 192 _____
 Witness— _____ Signature of assignor—
 Witness— _____ Signature of assignee—

Third Schedule added by No. 32 of 1922, s. 6.

THIRD SCHEDULE.
 LAND REGULATIONS.(17)

PART I.—PRELIMINARY.

1. These Regulations may be cited as the *Land Regulations*.(17)

Short title.
 Sub. by Regs. gazetted on 15.2.1927, r. 2.

2. These Regulations are divided into Parts as follows:—

Parts.
 R. 2 sub. by Regs. gazetted on 15.2.1927, r. 2.

(17) The *Land Regulations* comprise the original *Land Regulations* contained in the Third Schedule to the *Land Ordinance 1922*, as amended by the other regulations set out in the following Table:—

REGULATIONS MADE BY THE ADMINISTRATOR.

Description.	Date on which made by Administrator.	Date on which published in <i>N.G. Gaz.</i>	Date on which took effect.
<i>Amending Regulations</i> ^(a)	25.5.1925	1.6.1925	1.6.1925 (<i>N.G. Gaz.</i> of 1.6.1925)
<i>Amending Regulations</i>	10.2.1927	15.2.1927	"Forthwith" ^(b) (<i>N.G. Gaz.</i> of 15.2.1927)
<i>Amending Regulation</i>	23.3.1927	31.3.1927	"Forthwith" ^(b) (<i>N.G. Gaz.</i> of 31.3.1927)
<i>Amending Regulations</i>	27.12.1928	31.12.1928 (Republished on 31.1.1929)	"Forthwith" ^(b) (<i>N.G. Gaz.</i> of 31.12.1928)
<i>Amending Regulations</i>	22.8.1930	30.8.1930	"Forthwith" ^(b) (<i>N.G. Gaz.</i> of 30.8.1930)
<i>Amending Regulations</i>	26.2.1931	28.2.1931	"Forthwith" ^(b) (<i>N.G. Gaz.</i> of 28.2.1931)
<i>Amending Regulations</i>	20.6.1934	30.6.1934	"Forthwith" ^(c) (<i>N.G. Gaz.</i> of 30.6.1934)
<i>Amending Regulation</i>	27.8.1934	31.8.1934	"Forthwith" ^(c) (<i>N.G. Gaz.</i> of 31.8.1934)

(Footnote continued on next page.)

Land Ordinance 1922-1941.

- Part I.—Preliminary.
- Part II.—Native Land Board.
- Part III.—Sale of Administration Lands.
- Part IV.—Agricultural and Pastoral Leases.
- Part V.—Land Board and Appeals.
- Part VI.—Residential and Business Leases, Trading Licences, &c.
- Part VII.—Surveys.
- Part VIII.—Acquisition and Resumption of Land.
- Part IX.—Miscellaneous.

3. In these Regulations, unless the contrary intention appears—

- (a) "The Ordinance" means the *Land Ordinance 1922-1927*, as amended from time to time; and
- (b) Any reference to a form shall be read as a reference to a form in the First Schedule to these Regulations.

Definitions.
 R. 3 sub. by
 Regs. gazetted
 on 15.2.1927,
 r. 2.

PART II.—NATIVE LAND BOARD.

4.—(1.) A Board appointed under section twelve of the Ordinance shall consist of three members, one of whom shall be appointed chairman by the Administrator.

Constitution
 of Board to
 deal with
 native lands.

(2.) The members of the Board shall be officers of the Public Service or other competent persons.

R. 4 sub. by
 Regs. gazetted
 on 15.2.1927,
 r. 2.

(3.) The Administrator may at any time remove any member of the Board and appoint some other person thereto, and may, in the case of the absence or continued illness of any member or his inability to perform his duties appoint some person to act as a substitute for such member during his absence, illness, or inability.

(4.) Any two members of the Board shall form a quorum and have the powers and authorities conferred by the Ordinance on a Board appointed under section twelve of the Ordinance.

(5.) The Board shall without delay report in writing its decisions to the Administrator.

PART III.—SALE OF ADMINISTRATION LANDS.

5.—(1.) All sales of Administration lands by public auction shall be subject to the conditions specified in Form A and to such other conditions as the Governor-General in any particular case directs.

Sales by
 auction.
 R. 5 sub. by
 Regs. gazetted
 on 15.2.1927,
 r. 2.

(2.) All sales by public auction shall be advertised in the *New Guinea Gazette* and in such other manner as the Administrator thinks fit.

(17)—continued.

Sub-reg. (1)
 am. by Regs.
 gazetted on
 1.6.1925, r. 1.

(a) This set of *Amending Regulations* was repealed by r. 1 of *Amending Regulations* dated 10.2.1927 and published in *N.G. Gaz.* of 15.2.1927.

(b) Each of the sets of Regulations to which this note (b) applies stated in their respective introductory parts that they were "to come into operation forthwith". At the relevant dates in 1927-1931, Section 78(2) of the *Land Ordinance 1922-1941* (under which each of these sets of Regulations were made) provided that "All regulations shall be published in the *New Guinea Gazette*, and shall take effect from the date of such publication, or from a later date specified therein." At the relevant dates in 1927-1931, there was no other Ordinance or regulation of general application providing for the publication of regulations, the date on which they were to take effect, or the meaning of "forthwith".

(c) Each of the sets of Regulations to which this note (c) applies stated in their respective introductory parts that they were "to come into operation forthwith." At the relevant dates in 1934, in addition to the provisions of section 78(2) referred to in note (b) above, Section 19 of the *Ordinances Interpretation Ordinance 1934-1941* provided that "Any regulations made under any Ordinance, unless the contrary intention appears in the Ordinance—(a) shall be published in the *New Guinea Gazette*; and (b) shall, unless the contrary intention appears in the regulations, take effect and come into operation on the date of publication." At the relevant dates in 1934, however, there was no Ordinance or regulation of general application providing for the meaning of "forthwith".

LAND—

(3.) Land sale reports shall be prepared and be certified by the officer appointed to conduct the sale, and every such report shall be forwarded to the Commissioner for Lands within forty-eight hours after the termination of the sale.

(4.) The Governor-General may, if he thinks fit, authorize the Administrator to register the transfer of the interest of any purchaser of an allotment sold by public auction, prior to the final payment of the purchase money. The fee for such registration shall be Twenty shillings.

(5.) The transfer shall be in accordance with Form B.

(6.) The fee for a certificate of the date of sale of any Administration lands shall be Ten shillings and sixpence.

(7.) If two or more grants of township lots, consisting of adjoining allotments of land purchased at auction are consolidated in one Administration grant, the fees payable for the preparation of the Administration grant shall be as follow:—

(a) Where the purchase money does not exceed Ten pounds—

Fee for a consolidated Administration grant which embraces two lots, One pound five shillings.

Fee for a consolidated Administration grant which embraces more than two lots, One pound five shillings plus Five shillings for each lot in excess of two; and

(b) Where the purchase money exceeds Ten pounds—

Fee for a consolidated Administration grant which embraces two lots, One pound ten shillings.

Fee for a consolidated Administration grant which embraces more than two lots, One pound ten shillings, plus Ten shillings for each lot in excess of two.

6. Grants in fee-simple of Administration lands may be in accordance with Form C or in such other form as the Governor-General thinks fit.

Administration grants.
Sub. by Regs. gazetted on 15.2.1927, r. 2; am. by Regs. gazetted on 30.8.1930, r. 1.

PART IV.—AGRICULTURAL AND PASTORAL LEASES.

7.—(1.) An application for an agricultural lease shall be in accordance with Form D and shall be accompanied by a Registration fee of Ten shillings.

(2.) An application for a pastoral lease shall be in accordance with Form E and shall be accompanied by a Registration fee of Ten shillings.

(3.) An applicant for a lease shall not be required to mark out the land applied for.

(4.) If an applicant for any particular allotment is unable to attend the Land Board in person, he may furnish a statement in accordance with Form F.

(5.) Immediately on the application being recommended by a Land Board, the approved applicant shall subject to the provisions of regulation 24 of these regulations be called upon to pay the fee for survey (if any) and the value of the improvements (if any) that are upon the land embraced by the application.

(6.) Upon payment of the survey fee (if any) and value of the improvements (if any) being reported, the Administrator may issue to the approved applicant, if desired by him, a permit to occupy the land to be indicated therein subject to survey and non-interference with any rights of natives or with any public right as to railways, roads, mining, or access to water, upon payment of the required rent or fee for the occupation of the land, and the fee for the preparation of the lease.

Application for leases.
R. 7 am. by Regs. gazetted on 1.6.1925, r. 2; sub. by Regs. gazetted on 15.2.1927, r. 2.

Sub-reg. (7.) omitted by Regs. gazetted on 31.12.1928, r. 1.

* * * * *

Land Ordinance 1922-1941.

(8.) Upon the completion of the survey approved by the Chief Surveyor, a lease of the land may be prepared and issued.

(9.) An Agricultural Lease shall be in accordance with Form FA.

* * * * *

Sub-reg. (10.)
omitted by
Regs. gazetted
on 31.12.1928,
r. 1.

(11.) If any person whose application for a lease has been approved fails to make the required payments within one month after the date of notice of approval, the area may be again made available for leasing.

8. The area comprised in any Pastoral Lease shall not exceed four thousand hectares.

Area comprised
in Pastoral
Lease.

Sub. by Regs.
gazetted on
15.2.1927, r. 2.

9. An application for a lease of native land shall not be considered by the Land Board unless it is accompanied by a certificate signed by the District Officer of the District in which the land is situated containing a locality sketch of the land, and stating that the native owners are willing to transfer the land to the Administration, that the transfer will not be detrimental to native interests, and that no portion of the land is likely to be required for public purposes.

Applications
for leases of
native lands.

Sub. by Regs.
gazetted on
15.2.1927, r. 2.

10.—(1.) Every application for the assent of the Administrator to the transfer of a lease or of an application for a lease under the Ordinance shall be in accordance with Form G.

Forms of
applications for
assent to
transfer, &c.

R. 10 sub. by
Regs. gazetted
on 15.2.1927,
r. 2; am. by
Regs. gazetted
on 31.12.1928,
r. 2.

(2.) Every application for the assent of the Administrator to the mortgage of a lease under the Ordinance shall be in accordance with Form H.

(3.) The assent of the Administrator to the transfer of a lease shall be in accordance with Form I.

(4.) The assent of the Administrator to the mortgage of a lease shall be in accordance with Form J.

(5.) An application to surrender the whole or part of a leasehold shall be in accordance with Form K.

(6.) The surrender of a lease shall be in accordance with Form L.

11. Lands comprised in an agricultural lease granted in accordance with section thirty-two of the Ordinance shall be planted with coconut, cacao, coffee, rubber, sugar, cotton, sisal, tea, rice, tobacco, taro, sweet potato, yam, banana, manilla, hemp, cinchona, nutmeg, vanilla, maize, sago palm, cassava plant or such other plants as are prescribed.

Plants to be
planted on
agricultural
leases.

Ad. by Regs.
gazetted on
15.2.1927, r. 2.

PART V.—LAND BOARD AND APPEALS.

12.—(1.) At any meeting of the Land Board at which the Chairman of the Land Board is not present, the members present shall appoint a member to act as Chairman.

Notice of
proceedings
of Land
Board.

R. 12 ad. by
Regs. gazetted
on 15.2.1927,
r. 2.

(2.) Any two members of the Land Board shall form a quorum.

(3.) Questions shall be decided by a majority of votes, but, where the voting is equal, the Chairman shall have a second or casting vote.

LAND—

Notice of proceedings, &c.

R. 13 ad. by Regs. gazetted on 15.2.1927, r. 2; am. by Regs. gazetted on 31.12.1928, r. 3.

13.—(1.) The Land Board shall investigate publicly all applications and other matters that are remitted to it by the Administrator for its consideration.

(2.) At least seven days before the sitting of the Land Board the Secretary for Lands shall insert in the *New Guinea Gazette* a list of the applications and matters to be heard by it at such sitting.

(3.) The Secretary for Lands shall notify by post every person who, in his opinion, is interested in any application or matter of the date when it will be considered.

Sittings of the Land Board.

R. 14 ad. by Regs. gazetted on 15.2.1927, r. 2; am. by Regs. gazetted on 30.6.1934, r. 1.

14.—(1.) The sitting of the Land Board shall be held not less than seven days nor more than forty-two days after the publication of the list mentioned in sub-regulation (2.) of the last preceding regulation, and the Board shall deal with applications and matters, hear any objections thereto and report thereon within fourteen days to the Administrator.

(2.) The Land Board may examine witnesses on oath and may admit such documentary evidence as it thinks fit.

(3.) The Land Board shall not, unless by the authority of the Administrator, adjourn, except from day to day, until it has disposed of all applications and matters that are scheduled for its consideration.

Appeals from Land Board.

R. 15 ad. by Regs. gazetted on 15.2.1927, r. 2.

15.—(1.) Any person who is dissatisfied with the recommendation of the Land Board may, not later than fourteen days after the sitting of the Land Board, appeal against the recommendation to the Administrator, and shall state in writing the grounds of the appeal.

(2.) No appeal shall be made unless the appellant shows by a statutory declaration that he received no notice to attend the Board, or was not aware of, and did not attend, the sittings of the Board, or that he has a good claim for the hearing of the appeal.

(3.) Every appeal shall be accompanied by a deposit of Two pounds, which shall, subject to the next succeeding sub-regulation be refunded.

(4.) If the Administrator considers that any appeal has been made on frivolous grounds, he may direct that the whole or any portion of the deposit shall be forfeited.

(5.) If the Administrator is of the opinion that the grounds of appeal are reasonable, he may order the appeal to be set down for hearing by himself, or by persons whom he may appoint to hear the appeal and report thereon in writing to him, and due notice shall be given to all persons interested in the appeal.

(6.) In order to afford time for the collection and examination of papers relating to the subject of appeal, and for the transmission of notices as provided in the last preceding sub-regulation, no appeal, unless otherwise expressly directed by the Administrator, shall be set down for hearing before the expiration of twenty-one days after the date of sitting of the Land Board.

(7.) Unless otherwise expressly directed by the Administrator, an appeal shall be upheld only when based on one or more of the following or similar grounds, viz.:—

(a) That the appellant did not receive due notice to attend the Land Board, or that a fair opportunity was not offered by the Land Board for the statement of his case; or

(b) That the Land Board refused to hear material evidence; or

(c) That any member or members of the Land Board were interested in the case.

PART VI.—RESIDENTIAL AND BUSINESS LEASES, TRADING LICENCES, ETC.

Form of application for town allotments, &c.
Ad. by Regs. gazetted on 15.2.1927, r. 2.

16. Applications for leases of town allotments or leases for business purposes of land not included in the area of a Town, or "Residential leases" not included in any Town, or Mission leases or Trading Allotment Licences, shall be in accordance with Form M and shall be accompanied by a fee of Ten shillings.

Land Ordinance 1922-1941.

- 17.—(1.) A lease of a Town allotment may be in accordance with Form N.
- (2.) Unless the Administrator otherwise directs, the area included in a lease of a Town allotment shall be not less than ten ares nor more than forty ares.
- (3.) The rent of Town allotments shall be Ten pounds per centum per annum of the unimproved capital value of the land and shall be payable annually in advance.
- (4.) The improvements to be made on Town allotments in pursuance of section forty-four of the Ordinance shall consist of buildings the minimum value of which shall be as follows:—
- (i) if in the Town of Rabaul, Kavieng, Madang, or Kieta—Five hundred pounds,
 - (ii) if in any other town in the Territory—Two hundred and fifty pounds,
 - (iii) if included in an area set apart in any Town for the use of Asiatics—Two hundred pounds.
- 18.—(1.) A lease for business purposes or a residence lease may be in accordance with Form N.
- (2.) The improvements to be made on land comprised in a lease for business purposes not included in any town shall consist of buildings to the value of not less than Two hundred pounds.
- (3.) The improvements to be made on land comprised in a residence lease not included in any town shall consist of buildings to the value of not less than Two hundred pounds to be erected within two years after the commencement of the lease.
19. A mission lease shall be in accordance with Form NA.
- 20.—(1.) An application for a licence for trading purposes may be in accordance with Form M.
- (2.) A licence for trading purposes may be in accordance with Form O.
- (3.) The fee payable for a licence for trading shall be Seven pounds per annum:
- Provided that where a licence is granted on or after the first day of January in any year the fee to be paid shall be Four pounds.
- 20A.—(1.) Leases under section fifty of the Ordinance may be granted for the following purposes:—
- (a) Sites for aircraft and aerodromes.
 - (b) Sites for hotels, sanatoria, accommodation houses, or boarding houses.
 - (c) Sites for schools or for other educational institutions.
 - (d) Sites for clubs.
 - (e) Sites for timber depots.
 - (f) Sites for slaughterhouses.
 - (g) Sites for gardens for growing fruit, vegetables, fodder, or other garden produce.
 - (h) Sites for native quarters.
 - (j) Sites for pig, poultry or dairy farms.
 - (k) Sites for ice and refrigerating works and for trading in refrigerated products.
- (2.) For the purposes of this regulation—
- “Aerodrome” means any definite land area intended to be, and capable of being, used, either wholly or in part, for the landing or departure of aircraft;

Conditions applicable to leases of town allotments.

R. 17 ad. by Regs. gazetted on 15.2.1927, r. 2.

Conditions applicable to leases for business purposes, &c.

R. 18 ad. by Regs. gazetted on 15.2.1927, r. 2.

Mission lease.

Ad. by Regs. gazetted on 15.2.1927, r. 2.

Conditions applicable to leases for trading purposes, &c.

R. 20 ad. by Regs. gazetted on 15.2.1927, r. 2.

Purposes for which leases under section 50 of Ordinance may be granted.

R. 20A ad. by Regs. gazetted on 31.3.1927, r. 2; sub. by Regs. gazetted on 31.12.1928, r. 4.

Sub-reg. (1) am. by Regs. gazetted on 28.2.1931, r. 1; 30.6.1934, r. 2; and 31.8.1934, r. 1.

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“Aircraft” includes airships, aeroplanes, seaplanes, balloons (whether fixed or free), and other means of aerial locomotion;

Am. by Regs. gazetted on 30. 8. 1930, r. 2.

“Club” means any voluntary association of persons who agree to maintain for their common personal benefit, and not for profit, an establishment, the expenses of which are to be defrayed by contributions of an amount estimated to be sufficient to defray those expenses, and the management of which is entrusted to a committee chosen by the persons referred to.

Special Lease under section 50 of Ordinance.

R. 21 ad. by Regs. gazetted on 15. 2. 1927, r. 2; am. by Regs. gazetted on 31. 12. 1928, r. 5; and 30. 8. 1930, r. 3.

21.—(1.) An application for a Special Lease under section fifty of the Ordinance shall be made in accordance with Form M and shall be accompanied by a fee of Ten shillings.

(2.) A lease granted under section fifty of the Ordinance may be in accordance with Form P.

Licences under section 52 of Ordinance.

R. 22 ad. by Regs. gazetted on 15. 2. 1927, r. 2.

22.—(1.) An application for a licence under section fifty-two of the Ordinance may be in accordance with Form M.

(2.) A licence granted under section fifty-two of the Ordinance may be in accordance with Form Q.

(3.) The fee payable for a licence under section fifty-two of the Ordinance shall be Ten pounds per annum.

PART VII.—SURVEYS.

Survey.

R. 23 ad. by Regs. gazetted on 15. 2. 1927, r. 2.

23.—(1.) Unless the surveyor decides that the natural features will not permit, land applied for under the Ordinance shall be measured to cardinal points, the area shall be rectangular in shape and the boundaries shall be as nearly as possible at right angles to any sea, river or road frontage.

(2.) In the case of a portion of land having frontage to the sea or a main road or a navigable river the frontage shall not exceed two-thirds of the depth except in cases where in the opinion of the surveyor the peculiar features of the land render the application of this rule undesirable.

Survey fees.

R. 24 ad. by Regs. gazetted on 15. 2. 1927, r. 2.

24.—(1.) Except as by the Ordinance or by Regulations thereunder otherwise expressly provided, the survey fee payable on account of any Administration land applied for under the Ordinance shall be in accordance with the scale set out in the Second Schedule to these Regulations.

(2.) Whenever it appears to the Land Board that the survey of any land applied for under the Ordinance is, on account of the isolated position of the land or from any other cause, exceptionally difficult or expensive, the Land Board may, with the consent of the Administrator, impose such additional survey fee or fees as the Land Board deems fit.

Sub-reg. (3) am. by Regs. gazetted on 28. 2. 1931, r. 2.

(3.) When the survey fee does not exceed Twenty pounds the applicant for a lease under the Ordinance shall deposit the survey fee with his application; in all other cases one-quarter of the amount shall be deposited with the application, and the balance shall be paid on completion of survey.

PART VIII.—ACQUISITION AND RESUMPTION OF LAND.

Assessment of compensation in respect of land acquired under section 69 of Ordinance.

Ad. by Regs. gazetted on 15. 2. 1927, r. 2; am. by Regs. gazetted on 31. 12. 1928, r. 6.

25. The compensation to be paid where land is acquired or resumed under the provisions of section sixty-nine of the Ordinance shall be assessed by a single arbitrator who shall be a Judge of the Central Court(7) of the Territory.

(7) See Section 7A of the *Judiciary Ordinance* 1921-1938.

Land Ordinance 1922-1941.

26.—(1.) Unless otherwise provided by the Ordinance or these Regulations, compensation to be paid under the provisions of the Ordinance shall be assessed by an arbitrator agreed on by the Commissioner for Lands and the party claiming compensation.

Assessment of compensation generally.

R. 26 ad. by Regs. gazetted on 15.2.1927, r. 2.

(2.) If the Commissioner for Lands and the party claiming compensation cannot agree upon a single arbitrator, each shall appoint an arbitrator, and the two arbitrators shall appoint an umpire whose duty it shall be to decide any points upon which the arbitrators disagree.

(3.) If either party refuses or neglects to appoint an arbitrator, or if either of the arbitrators refuses or neglects to appoint an umpire, application may be made by either party, upon notice, to the Central Court,⁽⁷⁾ and the Central Court⁽⁷⁾ may thereupon appoint an arbitrator or umpire as the case may be.

(4.) If an umpire or arbitrator becomes incapable of performing his duties or refuses or neglects to perform them, either party may apply, upon notice, to the Central Court,⁽⁷⁾ and the Central Court⁽⁷⁾ shall have power to remove the arbitrator or umpire and to appoint some other person in his place.

(5.) An arbitrator or umpire shall have power to administer oaths to or to take the affirmation of the parties or witnesses appearing.

(6.) The decision of an arbitrator or umpire, as the case may be, shall be final.

27. The lease of land from a native to the Administration for the purpose of a trading allotment shall be in accordance with Form R.

Authentication of lease of land from native.

Ad. by Regs. gazetted on 15.2.1927, r. 2.

28. The Certificate of transfer of land from a native to the Administration shall be in accordance with Form S.

Authentication of purchase of land from native.

Ad. by Regs. gazetted on 15.2.1927, r. 2.

PART IX.—MISCELLANEOUS.

29. The lessee of any Administration Land adjoining a native reserve shall, if required by the Administrator or the Commissioner for Lands, fence off that part of his boundary which adjoins the native reserve with one of the following kinds of fences:—

Land adjoining native reserves to be fenced.

Ad. by Regs. gazetted on 15.2.1927, r. 2.

(a) a three wired fence, the top wire to be four feet from the ground, the bottom wire to be twenty inches from the ground and barbed; the posts to be twelve feet apart, four feet four inches out of the ground, two feet in the ground, and not less than four inches in diameter at the small end; strainers to be erected every eighty yards, to be four feet four inches out of the ground, three feet in the ground, and not less than six inches in diameter at the small end; the wire to be not lighter than No. 8; or

(b) a post and rail fence four feet six inches high with three rails, the lowest rail to be twenty inches above the ground; or

(c) such other fence of bamboo or other timber as is approved by the Land Board or by an officer authorized by the Land Board.

30. Strict compliance with the forms in the First Schedule shall not be required and substantial compliance shall suffice for the purpose of these Regulations.

Compliance with forms.

Ad. by Regs. gazetted on 15.2.1927, r. 2.

31. The fee for a search under section twenty of the Ordinance shall be Two shillings.

Fee for search under section 20 of Ordinance.

Ad. by Regs. gazetted on 31.12.1928, r. 7.

(7) See Section 7A of the *Judiciary Ordinance 1921-1938.*

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FIRST SCHEDULE.

Heading am.
by Regs.
gazetted on
15.2.1927, r. 3.

Form A am. by
Regs. gazetted
on 15.2.1927,
r. 3; 31.12.1928,
r. 8 and
30.8.1930, r. 4.

FORM A.

Reg. 5.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

CONDITIONS OF SALE OF ADMINISTRATION LAND.

CONDITIONS of sale by public auction at the
commencing at _____ o'clock, conducted by _____ (being
a person authorized by the Administrator in that behalf), of the following
portions of land advertised by the notification in the *New Guinea Gazette* of
the _____ day of _____, in conformity with the provisions of
the *Land Ordinance 1922-1929* and the regulations thereunder.

1. The land hereinafter described shall be put up for sale at the prices respectively stated and annexed to the descriptions thereof, and the bidder of that sum, or the highest bidder above it, shall be declared the purchaser, provided he immediately pays down a deposit of twelve and a half per centum of the amount of the purchase money, and pays also the charge for survey, and signs a description hereunto annexed of the lot of which he becomes the purchaser, thereby binding himself to the observance of the above and following conditions.

2. The residue of the purchase money shall be paid in ten equal instalments on the last day of each successive period of six months from this date, or be, if the purchaser choose, payable at any earlier time or times being one of such last days of any such period of six months as aforesaid; and the residue of the purchase money shall bear interest at the rate of six pounds per centum per annum, to be computed with respect to each instalment for the period which has elapsed between the time of sale and the time of the payment of the instalment; and on failure of the payment of any instalment with interest at the time at which the same becomes due the deposit and instalment or instalments and interest already paid shall be forfeited, and the contract shall thereupon be void, and the land may be again offered for sale.

3. Immediately after the biddings on each lot are concluded, and before another lot is put up, the name of the purchaser shall be entered in the list of the descriptions of the lots annexed to these conditions, and the purchaser shall be required to affix his signature to the description of the lot so purchased by him. If previous to the signature any question or dispute as to the last and highest bidder arises between the sellers and bidders, or amongst the bidders themselves, the lot in question shall be put up again. Subsequent to the signature no dispute whatever shall be admitted, nor shall any alteration of name or transfer be made at the sale from the actual purchaser to another person be allowed. No bid made after the fall of the auctioneer's hammer shall be received. In cases of question or dispute the decision of the officer conducting the sale shall be final and conclusive.

4. From the time of sale by auction of any land the purchaser thereof shall for the purposes of any Ordinances relating to local government or public health or dividing fences or sewerage or water supply or vermin destruction be deemed and taken to be the owner thereof.

5. Deeds of grant shall be completed and issued in each case as soon as practicable after payment in full of the purchase money and fees due and shall be delivered to the grantee by the Registrar of Titles on production of the receipt for the prescribed fees. Each lot shall be granted to the purchaser by deed, under the hand of the Governor-General and the Seal of the Commonwealth, to be held in fee simple, and shall only convey the surface of the land and down to a depth of _____ metres below the surface.

6. The grant shall contain a reservation of all metals and minerals and mineral oils as provided in the *Land Ordinance 1922-1929*, in, on, or under the land, with the necessary reservation of power to work and win the same.

Land Ordinance 1922-1941.

7. All offers, sales, and grants relative to these lands shall be effected in reference to the public plans, each portion being described by length of lines run with a chain, upon the bearings of a compass needle, which needle is variously affected by magnetic attraction, and the land will accordingly be sold as *more or less*. No claim for compensation as to any alleged deficiency in the area shall be entertained.

8. If the officer conducting the sale finds reason to believe that any lot will not obtain its just value, or shall otherwise think fit to withdraw the same from the sale he shall have full power to do so at any time previous to its being actually sold.

9. Persons having affixed their signatures to the list of the descriptions of the lots annexed to these conditions, as purchasers (or agents for purchasers) of the lots to which their signatures are respectively so affixed, shall be held to have previously obtained all necessary information, and shall not be entitled to allege ignorance or any other cause for their not fulfilling all and every obligation incumbent upon them by these conditions.

10. It shall be lawful for the Governor-General at any time within thirty (30) days from the date of sale to annul the sale of any lot or lots, and to repay to the purchaser the amount of his purchase money (or so much thereof as shall have been paid by him), without interest, cost, or damages of any description, in full satisfaction of all claims and demands whatsoever by the purchaser, and the publication of a notice in the *New Guinea Gazette*, to the effect that the Governor-General in Council has as aforesaid annulled any such sale shall be conclusive evidence that the sale has been completely and effectually annulled.

We, the undersigned, do hereby acknowledge that we are the purchasers (or agents for purchasers) of the lots to which our names are respectively signed.

In witness whereof we have this _____ day of _____, severally signed our names hereto and to the description of each lot respectively purchased by us.

List of the Descriptions of the Lots.

FORM B.

Reg. 5.

TERRITORY OF NEW GUINEA.
Land Ordinance 1922-1929.

TRANSFER OF INTEREST IN LAND.

Am. by Regs. gazetted on 15. 2. 1927, r. 3; 31. 12. 1928, r. 8 and 30. 8. 1930, r. 4.

I, _____, being the purchaser of allotment _____ section containing _____ hectares _____ ares and _____ square metres of land in the town (or as the case may be) of _____ district of _____ sold as lot _____ at the sale of Administration Lands held at _____ on _____, 19____, and on which the full amount of purchase money has not yet been paid, in consideration of the sum of _____ pounds paid to me by _____ do hereby transfer my _____ interest in the said land to _____ and I hereby request the Administrator to register this transfer.

Dated this _____ day of _____ One thousand nine hundred and _____

Signed by the said _____ }
in the presence of _____ }

And I the said _____ do hereby accept the above transfer, and undertake to pay the residue of purchase money and fees in the manner

LAND—

prescribed by the conditions under which the above land was sold by the Administration, and further agree to abide and be bound by all the conditions of sale in the same manner as was the original purchaser from the Administration.

Signed by the said }
in the presence of }

The fee for registration of a transfer is Ten shillings.

If two or more lots be included in one transfer, a separate fee of Ten shillings must be paid for each and every lot.

Duty stamps under the *Stamp Duties Ordinance* 1921-1922 must, when necessary, be affixed to the transfer and cancelled.

No transfer can be registered if any of the instalments of purchase money be overdue.

When a transfer has been properly filled in, executed, and attested, and duty stamps to proper value have been affixed and cancelled, it should be lodged at, or posted to, the Administration Lands Office, Rabaul, addressed to the Commissioner for Lands, with the necessary fee for registration.

FORM C.

Reg. 6.

TERRITORY OF NEW GUINEA.

Entered in the Register Book
Vol. Fol.

Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India, to all to whom these presents shall come:

Greeting—

WHEREAS in conformity with the laws relating to the sale and occupation of Administration lands in the Territory of New Guinea the person hereinafter named ha in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of metres below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the *Land Ordinance* 1922-1929 and the regulations thereunder We do hereby grant unto h heirs and assigns so much and such parts as lie above the depth of metres below the surface of All that piece of land in the said Territory containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth Excepting nevertheless unto Us Our heirs and successors all gold and silver and auriferous and argentiferous earth and stones and all mines seams lodes and deposits containing gold silver copper tin antimony coal shale and mineral oils and other metals and minerals including precious stones and mineral ores in upon or under or within the boundaries of the land hereby granted. And also reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal shale and mineral oils and all other metals and minerals including precious stones and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stones copper

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8; and 30.8.1930, r. 4.

Land Ordinance 1922-1941.

tin antimony coal shale and mineral oils and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal shale and mineral oils metals minerals including precious stones and mineral ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said

h heirs and assigns for ever Provided always that the said land is and shall be subject to be resumed for mining purposes under the *Land Ordinance 1922-1929* And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter with the written consent of a mining warden therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect

and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Administration lands Provided that compensation shall be paid to the said h heirs executors administrators assigns and transferees by such person

NOTE.—The bearings and measurements are approximately given on this plan. The measurements are in metres.

for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for by the *Mining Ordinances 1922* or any amendment thereof and the payment thereof to be a condition precedent to such right of entry.

Provided also that in the event of such land or any part thereof being at any time required by the Administration for railway or tramway purposes irrigation purposes markets dams races watercourses or drains or for public works or highways the said h heirs executors administrators assigns and transferees shall remove any improvements therefrom and relinquish and give up possession of the said land or such part thereof to the Administration Provided that compensation to be determined in accordance with the *Land Ordinance 1922-1929* shall be paid to the said h heirs executors administrators assigns and transferees by the Administration for the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable.

Dated the day of in the year of our Lord One thousand hundred being the day the person herein named became entitled to this grant.

In testimony whereof We have caused this Our grant to be sealed at with the seal of the Commonwealth Witness Our trusty and well-beloved Governor-General.

(L.S.)

Memorials of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 19 , at o'clock in the noon		

LAND—

FORM D.

Reg. 7.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

Am. by Regs. gazetted on 15.2.1927, r. 3 and 30.8.1930, r. 4.

APPLICATION FOR AN AGRICULTURAL LEASE.

I, _____, of _____, hereby apply for an Agricultural Lease under the Land Ordinance 1922-1929 of the agricultural area described hereunder:—

Situation of Area of Land applied for.	Description of Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Lands Officer.
		Date and hour of receipt of application } Report— Date of transmission to Land Board }

Signature—
Occupation—
Postal address—

Declaration.

I, _____, of _____, hereby declare that the area I now desire to obtain would not if added to the area, if any, taken up by me under agricultural lease under the Land Ordinance 1922-1929 exceed _____ hectares in extent and that the unimproved value of the land now applied for together with the unimproved value of the land (if any) granted to me under agricultural lease does not exceed £5,000.

L.O. 1922, s. 25.

And that the statements made by me in reply to the questions hereto are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of hectares, situation, and purpose to which it has been applied	
2. Have you at any time obtained any land in the Territory under lease from the Administration? If so— When? Under what section and Ordinance? Where situated? Area? Is the lease still in force? .	

And I make this declaration conscientiously believing the same to be true.

Declared at _____ before me—
Signature—
in the Territory of New Guinea
Commissioner for taking Declarations.

Land Ordinance 1922-1941.

Reg. 7.

FORM E.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

APPLICATION FOR A PASTORAL LEASE.

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8; and 30.8.1930, r. 4.

I, _____, of _____, hereby apply for a Pastoral Lease under the *Land Ordinance 1922-1929* of the area described hereunder—

Situation and Area of Land applied for.	Description of Land applied for, if previously unsurveyed or forming part only of a surveyed allotment.	Report.
District— Allotment— Section— hectares .. ares .. square metres Extent—		Date and hour of receipt of application } Date of transmission to Land Board }

Signature—
 Occupation—
 Postal address—

Declaration.

I, _____, of _____, hereby declare that the area I now desire to obtain would not, if added to any area (if any) already held by me under a pastoral lease under the *Land Ordinance 1922-1929* or any previous Ordinance, exceed _____ hectares.

And that the statements made by me in reply to the questions hereto are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of hectares, situation, and purpose to which it has been applied	
2. Have you at any time obtained any land in the Territory under lease from the Administration? If so— When? Under what section and Ordinance? Where situated? Area? Is the lease still in force?	
3. Have you obtained a pastoral lease at any time under the <i>Land Ordinance 1922-1929</i> ? If so, state particulars— When obtained? Where situated? Area? If still held by you?	

And I make this declaration conscientiously believing the same to be true.

Dated at _____ this _____ day of _____ 19 _____

Signature—
 Commissioner for taking Declarations.

LAND—

FORM F.

Am. by Regs.
gazetted on
15.2.1927, r. 3
and 30.8.1930,
r. 4.

Reg. 7.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

Ss. 8 (4) and 10.

STATEMENT WHEN APPLICANT UNABLE TO APPEAR BEFORE THE
LAND BOARD.

Questions.	Answers.
What is your occupation and present address?	
Are you married or single?	
If married, state number of family?	
How many are depending on you?	
Have you ever been granted a lease?	
If so, when?	
How many hectares?	
Under what Ordinance?	
In what locality, and how far from the land now applied for?	
Do you still hold the land?	
If not, how have you disposed of it, and why?	
Have you any freehold land?	
If so, state area and locality in which it is situated?	
In what way have you made use of the land (if any) now in your possession?	
Do the answers to the foregoing questions include all transactions you have ever had with Administration lands in this Territory; if not, give full particulars of such transactions?	
Are you prepared to comply with all the conditions of the <i>Land Ordinance</i> 1922-1929 and the regulations thereunder with regard to the land applied for?	
Do you require a "permit" giving you immediate possession?	
State generally what you propose to do with the land applied for, and what means you have to carry out the provisions of the <i>Land Ordinance</i> 1922-1929	

I, the undersigned, being an applicant under section _____ of the *Land Ordinance* 1922-1929 for a lease for _____ hectares of land situate in the district of _____, do hereby state that the answers given to the above questions are true and correct in every particular.

Dated this _____ day of _____ 19 _____

Signature—
Postal address—

Signature of Witness—

Commissioner for taking Declarations.
Address—

This statement must be signed before a Justice of the Peace, or a Commissioner for taking Declarations.

Land Ordinance 1922-1941.

FORM FA.

Ad. by Regs.
gazetted on
15.2.1927, r. 4.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-19

Reference to Administration Title Registered in the Register of Administration Leases
Volume Folio
Registrar of Titles.

AGRICULTURAL LEASE.

In pursuance of section thirty-two of the *Land Ordinance 1922-19*, I, the Administrator of the Territory of New Guinea, do hereby grant unto (who with executors, administrators, and assigns in this Lease referred to as the Lessee) an agricultural lease of all that piece of Land delineated and edged red on the map in the Schedule hereto known as being the whole of Portion No. in the Administrative District of containing hectares square metres more or less reserving unto the Administration all that portion of the land which lies more than fifteen metres below the surface provided nevertheless that the lessee shall be entitled to sink wells for water and to the use and enjoyment of any wells and springs of water which may at any time be upon the said land and which supply water or may hereafter supply water for domestic farming agricultural or irrigation purposes and shall have such rights with respect to those wells and springs as though held the said land without any limitation as to depth and further reserving unto the Administration all gold and silver and auriferous and argentiferous earth and stone and all precious stones and all mines seams lodes and deposits containing gold silver copper tin antimony coal shale and mineral oils and all other metals and minerals and mineral ores whatsoever in upon and under and within the boundaries of the land hereby demised with full liberty of ingress egress and regress at all times for the Administration and its licensees agents servants and workmen and all others to be by the Administration authorized at all times with or without horses and other cattle carts or other carriages laden or unladen engines machinery and all necessary implements and things into upon and from the said land and every or any part thereof and full right there to view survey mine dig for and work store and carry away sell and dispose of the said minerals and mineral substances and also for the purposes aforesaid to erect engines and other machinery with the buildings necessary thereto and to sink pits and shafts make drives and wagon ways and use all other inventions and means for mining draining sinking storing carrying away selling and disposing of such minerals or mineral substances as may be necessary for such purposes and also reserving and excepting the use of all such parts of the said land as shall be required for making railways tramways canals watercourses reservoirs drains or sewers over in upon or through the same with full and free right of ingress egress and regress into out of and upon the said land for those purposes but nevertheless so as not to do or occasion by the carrying out of any of those purposes any unnecessary damage to the land hereby demised or any buildings or works thereon to hold the said land unto the lessee for the term of years from the day of One thousand nine hundred and yielding and paying therefor during the first years of the said term a yearly rental of and during each subsequent period years of the said term a yearly rental equal to Five per centum of the unimproved value for the time being of the said land as assessed in accordance with the pro-

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visions of the said Ordinance payable in advance on the first day of July in each and every year during the said term subject to the following covenants powers provisions conditions and restrictions in addition to and without limiting the effect of those implied in every Agricultural Lease under or by virtue of the said Ordinance or any Ordinance repealing or amending the same that is to say:—

The Lessee doth hereby covenant with the Administrator and his Successors in office as follows:—

1. That the lessee shall and will pay or cause to be paid to the Administrator or his agent or other person prescribed in section sixty-one of the said Ordinance the said rent hereby reserved at the times and in the manner aforesaid free and clear of all deductions and abatements whatsoever (unless such rent shall be remitted by the Administrator for a period as provided in the said Ordinance).

2. That the lessee will not assign mortgage sublet subdivide or part with the possession of the said land or any part thereof or in anywise transfer or encumber this lease without the consent in writing of the Administrator in each instance first had and obtained.

3. That the lessee shall and will during the said term bear pay and discharge all taxes rates duties charges assessments and impositions whatsoever which now or at any time during the said term shall or may be imposed or payable in respect of the said land or any part thereof or imposed upon or payable by the Administrator or the lessee in respect thereof.

4. That the lessee will at all times during the said term keep and maintain in good order and condition all or any boat landings and public roads in or upon the said land and side roads in or upon the said land leading into public roads as well as all and any roads forming the boundary of the said land whether such roads are contained within the area of the said land as surveyed or not and whether now existing or hereafter made or constructed.

5. That the lessee shall and will cut or excavate or cause to be cut or excavated such channels or ditches and do or perform such other acts matters and things upon the said land as may be necessary to lead off and drain away all storm or other waters from such roads.

6. That the lessee shall and will permit to any and all natives the use of the foreshore of the said land between high and low-water mark as a road or landing place or for fishing purposes.

7. That the lessee shall and will clear and keep and maintain clear to a width of not less than two metres the boundaries of the said land as surveyed and shown on the authorized map relating thereto such clearing to be for a distance of one metre on either side of such boundary.

8. That the lessee shall and will at the expiration or other sooner determination of the said term peaceably and quietly leave surrender and yield up to the Administrator the said land together with all buildings and improvements thereon.

9. That the lessee shall and will plant with coconut cacao coffee rubber sugar cotton sisal tea tobacco taro sweet potato yam banana or such other plants as may from time to time be prescribed by regulation under the said Ordinance one-fifth of the subject land suitable for cultivation within the first five years of the term of this lease two-fifths of such land within the first ten years of the said term and three-quarters of such land within the first twenty years of the said term and thereafter during the remainder of the said term shall keep planted three-quarters of such land so suitable and shall maintain such plants during the said term in a good and husbandlike manner.

10. That in the event of the said land or any part thereof being at any time required by the Administration for railway or tramway purposes or water supply purposes irrigation purposes reservoirs dams races water courses or drains or for public works or highways or mining purposes the lessee shall and will remove any improvements therefrom and relinquish and give up possession of the said land or such part thereof so required to the

Land Ordinance 1922-1941.

Administration provided that compensation to be determined in accordance with the said Ordinance shall be paid to the lessee by the Administration for the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable but not for severance.

11. That the lessee shall and will use the said land and premises as and for an agricultural lease and for no other purpose whatsoever and that if the lessee shall fail at any time during the said term to use the said land and premises bona fide for the purposes aforesaid these presents shall be voidable at the will of the Administrator.

12. That the lessee shall and will at own expense if and whenever required during the said term furnish to the Administrator for the time being such returns particulars and statistics of the operations theretofore carried on upon the said premises and the results thereof as the Administrator may from time to time in that behalf require accompanied by a statutory declaration as to the truth and correctness thereof.

13. That it shall be lawful for the Administrator or any person duly authorized by him in that behalf at all proper and reasonable times during the continuance of this lease without any interruption or disturbance from the lessee to enter into and upon the land or any part thereof to ascertain whether the conditions contained in clause 9 hereof or other the conditions and covenants herein contained are being or have been observed and performed.

14. That the lessee shall and will observe perform and comply with the terms and conditions of the said Ordinance and any law amending or repealing the same and of all Regulations made thereunder relating to Agricultural Leases.

15. That the said land is and shall be subject to the provisions of the *Mining Ordinance 1922-192* or any law amending or repealing the same.

And I declare that this lease is granted under and subject to the provisions of the *Land Ordinance 1922-192* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by and may, subject to the said Ordinance and Regulations, be forfeited by the Administrator for the time being holding office by notice published in the *New Guinea Gazette*, if—

- (a) the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of six calendar months from the first day of July in any year, or
- (b) the lessee is guilty of any breach or non-observance of any of the covenants expressed or implied herein or in the said Ordinance or Regulations,

and thereupon it shall be lawful for the said Administrator or his authorized agents or officers, on behalf of the Administration, into and upon the said land to re-enter and the same to have again re-possess and enjoy as if this lease had not been granted, and upon such re-entry the term hereby granted shall absolutely cease and determine, but without prejudice to any right of action or remedy.

In witness whereof the Administrator has caused the Seal of the Territory of New Guinea to be hereunto affixed and has also set his hand hereto this
day of One thousand nine hundred and

Administrator.

Signed sealed and delivered by the lessee
the said in the
presence of

THE SCHEDULE.

LAND—

FORM G.

Reg. 8.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

APPLICATION FOR CONSENT TO TRANSFER A LEASE.

District— Being the lessee under the *Land Ordinance 1922-1929* of the leasehold specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the lease, I hereby apply for the consent in writing of the Administrator to the transfer of the said leasehold to

Allotment—

Area— of

Signature—
Occupation—
Postal address—

Declaration.

I, _____ of _____ in the Territory of New Guinea, do solemnly and sincerely declare as follows:—

1. That improvements upon the said leasehold have been made to the value of £ _____
2. That my reasons for desiring to transfer are—

Signature—

Declared before me, at _____, this _____ day of _____, 19 _____

Justice of the Peace, or Commissioner for taking Declarations.

Declaration by Proposed Transferee of an Agricultural Lease.

I, _____ of _____, do solemnly and sincerely declare as follows:—

That the area I now desire to obtain by transfer would not, if added to the area already held by me under agricultural lease under the *Land Ordinance 1922-1929*, exceed 2,000 hectares of land or land of the unimproved value of £5,000.

Declared before me, at _____ this _____ day of _____, 19 _____

Commissioner for taking Declarations.

FORM H.

Reg. 8.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

APPLICATION FOR CONSENT TO MORTGAGE A LEASEHOLD.

District— Being the lessee under the *Land Ordinance 1922-1929* of the leasehold specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the lease, I hereby apply for the consent, in writing of the Administrator to mortgage the said leasehold to

Parish—

Allotment—

Area— of

Signature—
Occupation—
Postal address—

Declaration.

I, _____, of _____, do solemnly and sincerely declare (1) That _____ chains(18) of fencing have been erected on the leasehold

(18) The word "chains" has now been omitted and the word "metres" inserted in its stead by the Third Schedule of the *Ordinances Reprint and Revision Ordinance 1947* of the Territory of Papua-New Guinea.

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8 and 30.8.1930, r. 4.

Am. by Regs. gazetted on 30.8.1930, r. 4.

Land Ordinance 1922-1941.

to the value of _____ per chain; (19) (2) that other improvements upon the said land have been made to the value of £ _____; and (3) that my reasons for desiring to mortgage are _____

Signature—

Declared before me, at _____ day of _____, 19 _____

_____, this _____ Commissioner for taking Declarations.

FORM I.

Reg. 8.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

CERTIFICATE OF CONSENT OF THE ADMINISTRATOR TO TRANSFER A LEASEHOLD.

Office of the Lands Department, Rabaul.

This is to certify that the Administrator has consented to the transfer of _____ of the Agricultural Area comprising _____ section _____ district of _____, and containing _____ hectares _____ ares _____ square metres, to _____ of _____ Administrator.

_____, Commissioner for Lands.

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8 and 30.8.1930, r. 4.

FORM J.

Reg. 8.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

CERTIFICATE OF CONSENT OF THE ADMINISTRATOR TO MORTGAGE A LEASEHOLD.

This is to certify that the Administrator has consented to the mortgage of _____, of _____, of the area comprising allotment _____ section _____ district of _____, and containing _____ hectares _____ ares _____ square metres, to _____ of _____ Administrator.

Dated this _____ day of _____, 19 _____

_____, Commissioner for Lands.

Land Ordinance 1922-1929, s. 22.

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8 and 30.8.1930, r. 4.

FORM K.

Reg. 8

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

APPLICATION TO SURRENDER WHOLE OR PART OF A LEASEHOLD.

I hereby apply to surrender to the Administration my _____ District— lease of the whole or part of the agricultural area specified in the margin hereof, and I forward herewith a sketch whereon Allotment— is indicated the land desired to be surrendered. Section—

Dated this _____ day of _____, 19 _____

Signature—
Postal address—

To the Administrator,
Territory of New Guinea.

Land Ordinance 1922-1929, ss. 21, 23.

Am. by Regs. gazetted on 15.2.1927, r. 3; 31.12.1928, r. 8 and 30.8.1930, r. 4.

(19) The word "chain" has now been omitted and the word "metre" inserted in its stead by the Third Schedule of the Ordinances Reprint and Revision Ordinance 1947 of the Territory of Papua-New Guinea.

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FORM L.

Land Ordinance
1922-1929,
ss. 21, 23.
Am. by Regs.
gazetted on
30. 8. 1930,
r. 4.

Reg. 8.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

† SURRENDER OF LEASE.

This Indenture, made the _____ day of _____, between the within named _____ of the one part and the Administrator of the Territory of New Guinea of the other part, Witnesseth that for divers good causes and considerations him thereunto moving the said _____ with the consent of the Administrator, absolutely surrenders all and singular the lands and hereditaments mentioned and described in the within lease unto the Administrator, and freed and absolutely discharged and exonerated from the within lease, and every clause, condition, covenant, and agreement therein contained.

In witness whereof the said _____ hath hereunto subscribed and affixed his name and seal the day and year first above written.

Signed, sealed, and delivered by the said _____ this _____ day of _____ 19____, in the presence of _____

† To be indorsed on lessee's part of lease.

FORM M.

Land Ordinance
1922-1929,
ss. 50 and 52.
Am. by Regs.
gazetted on
15. 2. 1927, r. 3;
31. 12. 1928, r. 6
and 30. 8. 1930,
r. 4.

Reg. 10.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

APPLICATION FOR LEASE OR LICENCE.

I, _____ of _____ hereby apply for a lease (or licence as the case may be) under the *Land Ordinance* 1922-1929, to occupy the land hereunder described for the purpose of _____

Dated this _____ day of _____

Situation and Area of Land applied for.	Description of Land applied for, if previously unsurveyed or forming part only of a surveyed allotment.
District— Allotment— Section— hectares ares square metres	

Signature—
Occupation—
Postal address—

The Commissioner for Lands,
Lands Office,
Rabaul.

Land Ordinance 1922-1941.

FORM N.

Reg. 10.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

Am. by Regs.
gazetted on
15.2.1927, r. 3;
31.12.1928, r. 8
and 30.8.1930,
r. 4.

LEASE UNDER S. 43 (TOWN ALLOTMENTS, BUSINESS OR RESIDENT)
S. 45 (LEASE FOR BUSINESS PURPOSES NOT IN TOWN OR
TOWNSHIP) AND S. 48 (RESIDENCE LEASES NOT IN A TOWN
OR TOWNSHIP).

Entered in the Register of Adminis-
tration Leases

Vol.

Fol.

Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Ordinance 1922-1929* the _____ day of _____ One thousand nine hundred and _____

New Guinea of the one part and
of _____

and made between
Administrator of the Territory of

in the said Territory

(hereinafter called the "lessee") of the other part

Whereas the Administrator has thought fit to grant a lease of the land hereinafter described and demised unto the said lessee for a period of _____ years from the day of the date hereof at the rent of _____ per

annum payable yearly in advance And whereas the lessee has paid rent in advance Now this Indenture witnesseth that in consideration of the pay-

ment aforesaid and of the yearly rent covenants and agreements hereinafter reserved and contained on the part of the said lessee he _____ executors adminis-

trators and assigns to be paid and performed the Administrator doth by these presents grant and demise unto the lessee he _____ executors administrators

and assigns the surface and down to a depth of _____ metres

below the surface of all that piece or parcel of land being
allotment _____ of section _____

district of _____ containing
more or less and

NORE.—The bearings and also delineated and coloured yellow on the
measurements are app- plan drawn on the margin of these presents
proximately given on this with the appurtenances Excepting and reserv-
plan. The measurements ing to the Administration all gold and silver
are in metres. and auriferous and argentiferous earth and
stone and all copper tin antimony coal shale

and mineral oil and all other metals and minerals whatsoever and all mines
seams veins lodes and deposits containing gold silver copper tin antimony

coal shale and mineral oil and other metals and minerals in upon and under
the said demised premises together with liberty to the Administration at any

time or times during the said term to enter upon the said land and to
search and mine therein for gold silver copper tin antimony coal shale and

mineral oil and other metals and minerals and to remove therefrom any
gold silver auriferous and argentiferous earth or stone copper tin antimony

coal shale and mineral oil and other metals and minerals and for the purposes
aforesaid to sink shafts make drives erect machinery and do any other

things which may be necessary or usual in mining And also reserving and
excepting unto the Administration the right of resumption under the *Land*

Ordinance 1922-1929 of such parts of the said land as are from time to time
required by the Administration for the formation of public roads highways

or bridges and also such parts of the said land as are from time to time
required for the construction of railways railway works or stations or tram-

ways already or hereafter authorized to be constructed or water supply or
irrigation purposes reservoirs dams water-courses or for mining To have

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and to hold the premises hereby demised with their appurtenances unto the said h executors administrators and assigns for the term of from the day of the date of these presents Yielding and paying therefor during the said term the yearly rent of in advance on the first day of July in each year clear of all deductions the first of the yearly payments having been already made as aforesaid And the said lessee doth hereby for h self h heirs executors and administrators covenant and agree with the said Administrator that he the said lessee h executors administrators or assigns will during the said term observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

That he or they will pay the said rent in manner aforesaid clear of all deductions.

That he or they will during the said term pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land hereby demised.

Land Ordinance
1922-1929,
s. 22.

That he or they will not assign mortgage sublet subdivide or part with the possession of the said land without the consent in writing of the Administrator being previously had and obtained.

* That these presents are on the condition that the unimproved value of the land shall be re-appraised every twenty years during the currency of the lease and the rent determined accordingly.

† That these presents are on this condition that the lessee his executors administrators or assigns shall make substantial and permanent improvements on the land to the extent of within. from the commencement of this lease, and shall maintain such improvements in good repair during the currency of the lease [and that the lessee shall enclose, subject to any Ordinance relating to fences, the allotment with a good and substantial fence within from the commencement of this lease, and shall maintain such fence in good condition and repair to the satisfaction of a district officer].

That he or they shall and will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to the Administrator the premises hereby demised together with all houses fences and improvements that now are or may be made erected or constructed thereon in good and sufficient order and repair and also shall and will permit any person appointed by the Administrator in that behalf to enter at any time on the land hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee h executors administrators or assigns.

That these presents are on this further condition that if and whenever there shall be a breach of or non-compliance with any of the covenants herein contained and the Administrator shall determine that this lease shall be avoided or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore is mentioned then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Administration lands or for any other agents or officers authorized in that behalf by the Administrator without any demand whatsoever to enter upon the land hereby demised and the lessee h executors administrators and assigns and all persons claiming from under or through h or them for ever to expel and

* Applies to leases of town allotments, *Land Ordinance* 1922-1929, s. 43(2.).

† *Land Ordinance* 1922-1929, s. 44.—Improvements on town allotments must be effected during first nine months of date of lease. *Land Ordinance* 1922-1929, s. 45.—Improvements on country allotments for business purposes must be effected within two years of date of lease. *Land Ordinance* 1922-1929, s. 48.—Improvements on country allotments for residential purposes must be effected within time prescribed.

Land Ordinance 1922-1941.

remove therefrom without any legal process whatever and as effectually as any sheriff might do in case the Administrator had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of possession or other process had issued on the judgment directed to the sheriff in due form of law and that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to the action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Administration lands and all persons acting in the matters complained of in such action or other proceeding.

That notwithstanding anything hereinbefore contained it shall be lawful for the Administrator to resume for any purpose not hereinbefore stated possession of the whole or any part of the land hereby demised on payment of or tender to the lessee his executors administrators or permitted assigns or other the person lawfully in occupation of the land hereby demised full compensation for all improvements made by the lessee his executors administrators or permitted assigns upon the land hereby demised or the amount of actual loss sustained by relinquishing improvements not removable and thereupon these presents shall in the case of the resumption of the whole of the land hereby demised absolutely cease and determine and in the case of a resumption of part of the land shall as to that part and the obligation to pay rent as to that part absolutely cease and determine and the value of the compensation and the amount of the reduced rent as the case may be shall be absolutely fixed and determined by the Administrator whose award shall be final and conclusive. In witness whereof the Administrator has caused the seal of the said Territory to be affixed to this demise and has also set his hand and the lessee has also set his hand and seal.

Administrator. (SEAL)

Signed, sealed and delivered by the said }
lessee in the presence of } (SEAL)

FORM NA.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-19

Ad. by Regs. gazetted on 15.2.1927, r. 5.

Reference to Administration Title Registered in the Register of Administration Leases
Volume Folio

Registrar of Titles.

MISSION LEASE.

In pursuance of section forty-six of the Land Ordinance 1922-19, I, the Administrator of the Territory of New Guinea do hereby grant unto of (a) in trust for a corporation duly (b) under the law relating to Companies in force in the said Territory having for its object the establishment of Christian Missions and having its registered office at in the said Territory hereinafter with (c) heirs executors administrators successors

- (a) Omit where no trustee.
- (b) "Incorporated" or "registered" as the case may be.
- (c) "His", "her", "their" or "its" as the case may be.

LAND—

and assigns called the "lessee" a Mission Lease of all that piece of land delineated and edged yellow on the map in the margin known as being the whole of in the Administrative District of containing by admeasurement hectares ares square metres more or less reserving unto the Administration all that portion of the land which lies more than fifteen metres below the surface provided nevertheless that the lessee shall be entitled for domestic purposes to sink wells for water and to the use and enjoyment of any wells and springs of water which may at any time be upon the said land and shall have such rights with respect to those wells and springs as if held the said land without any limitation as to depth and also excepting and reserving to the Administration all gold and silver and auriferous and

argentiferous earth and stone and all precious stones and all copper tin antimony coal shale and mineral oil and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal shale and mineral oil and other metals and minerals and precious stones in upon and under the said land together with liberty to the Administration its licensees servants agents and workmen at any times during the said term to enter upon the said land and there to search and mine for gold silver copper tin antimony coal shale and mineral oil and other metals and minerals and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal shale and mineral oil and other metals and minerals and for the purposes aforesaid to sink shafts make drives erect machinery and do any other things which may be necessary or usual in mining and also reserving and excepting unto the Administration the right of resumption under the said Ordinance of such parts of the said lands as are from time to time required by the Administration for the formation of public roads highways or bridges or for the construction of railways railway works or stations or tramways or other public works already or hereafter authorized to be constructed or for water supply or irrigation purposes reservoirs dams water-courses or for mining or for any other purposes with full and free right of ingress egress and regress into out of and upon the said land for those purposes but nevertheless so as not to do or occasion by the carrying out of any of those purposes any unnecessary damage to the land hereby demised or any buildings or works thereon to have and to hold the said land unto the lessee for the term of ninety-nine years from the day of

One thousand nine hundred and

And the lessee doth hereby covenant and agree with the Administrator that the lessee will during the said term observe and perform and be bound by the several covenants conditions provisos and restrictions hereinafter contained in addition to and without limiting the effect of those implied in every Mission Lease under and by virtue of the said Ordinance or any Ordinance repealing or amending the same (except in so far as such implied covenants conditions provisos and restrictions are hereinafter expressed limited or varied) that is to say:—

1. That the lessee shall and will bear pay and discharge all rates taxes and assessments whatsoever which now or at any time during the said term shall be imposed upon or payable in respect of the said land or any part or parts thereof or any building or structure erected thereon or shall be imposed upon or payable by the Administrator or the lessee in respect thereof.

2. That the lessee shall not nor will assign underlet mortgage or part with the possession of the said land or any part thereof nor in anywise transfer

Land Ordinance 1922-1941.

or encumber this lease without the consent in writing of the Administrator in each instance first had and obtained.

3. That the lessee shall and will at the lessee's own cost within three years of the commencement of this lease erect upon the said land

and shall and will at all times during the said term at the lessee's own cost sufficiently repair and maintain and keep in good repair and condition (reasonable wear and tear and damage by fire excepted) the said and all or any outbuildings or appurtenances thereto.

4. That the lessee shall and will at the lessee's own cost observe and comply with and duly carry out the requirements of all laws Ordinances and regulations for the time being in force in the said Territory relating to public health and sanitation.

5. That the lessee shall and will at all times during the said term use the said land bona fide for the purposes only of

and that if the lessee shall fail at any time during the said term to use the said land and premises bona fide for the purposes aforesaid these presents shall be voidable at the will of the Administrator.

6. That the lessee will at all times during the said term permit the Administrator or his agents to enter upon the said land and every part thereof in order to view and examine the state and condition thereof.

7. That the lessee shall and will at the expiration or sooner determination of the said term here granted peaceably and quietly leave surrender and yield up unto the Administrator the said land hereby demised together with all buildings and improvements erected thereon.

8. That the lessee shall and will at all times during the said term keep and maintain in good order and condition all or any boat landings public roads and side roads leading into public roads as well as all and any roads forming the boundary of the said land whether such roads are contained within the area of the said land as surveyed or not and whether now existing or hereafter made or constructed.

9. That the lessee shall and will cut or excavate or cause to be cut or excavated such channels or ditches and do or perform such other acts matters and things upon the said land as may be necessary to lead off and drain away all storm or other waters from such roads.

10. That the lessee shall and will permit to any and all natives the use of the foreshores of the said land between high and low-water marks as a road or landing place or for fishing purposes.

11. That the lessee shall and will clear and keep and maintain clear to a width of not less than two metres the boundary of the said land as surveyed and shown on the authorized map relating thereto such clearing to be for a distance of one metre on either side of such boundary.

12. That in the event of the said land or any part thereof being at any time resumed by the Administration under the provisions of this lease or the said Ordinance or any amendment thereof the lessee shall and will remove any improvements therefrom and relinquish and give up possession of the said land or such part thereof so required to the Administration provided that compensation to be determined by the Administrator in accordance with the said Ordinance shall be paid to the lessee by the Administration for the actual cost of removing the improvements or the amount sustained in consequence of relinquishing improvements not removable but not for severance.

13. That the lessee shall and will at own expense if and whenever required during the said term furnish to the Administrator for the time being such returns particulars and statistics of the operations theretofore carried on or to be carried on upon the said premises and the results thereof as the Administrator may from time to time in that behalf require accompanied by a statutory declaration as to the truth and correctness thereof.

14. That it shall be lawful for the Administrator or any person duly authorized by him in that behalf at all proper and reasonable times during the continuance of this lease without any interruption or disturbance from the lessee to enter into and upon the land or any part or parts thereof to ascertain

LAND—

whether the conditions contained in clauses 3 or 5 hereof or other the conditions and covenants herein contained are being or have been observed and performed.

15. That the lessee shall and will observe perform and comply with the terms and conditions of the said Ordinance and any law amending or repealing the same and of all Regulations made thereunder relating to Mission Leases.

16. Provided always that the said land is and shall be subject to the provisions of the *Mining Ordinance* 1922-19 or any law amending or repealing the same.

And I declare that the lessee observing performing and keeping all and singular the covenants conditions and agreements on the part of the lessee hereinbefore contained shall and may peaceably and quietly hold enjoy and possess the said land during the said term free of all rent and without interruption or disturbance subject only to the covenants conditions reservations powers and agreements contained herein and in the said Ordinance and in the Regulations made thereunder provided always and this lease is granted upon the express condition that if there shall be any breach or non-observance by the lessee of any of the express or implied covenants herein or in the said Ordinance or in any Regulations made thereunder then and in any such case the Administrator may by notice in the *New Guinea Gazette* declare this lease to be forfeited and at any time thereafter it shall be lawful for the Administrator or his authorized agents or officers into and upon the said land to re-enter and the same to have again repossess and enjoy as if this lease had not been granted and upon such re-entry the term hereby granted shall absolutely cease and determine but without prejudice to any right of action or remedy of the Administrator in respect of any antecedent breach of any of the covenants on the part of the lessee herein contained and provided further that these presents shall in the case of the resumption of the whole of the said land absolutely cease and determine and in the case of the resumption of part of the said land shall as to that part absolutely cease and determine. In witness whereof the Administrator has caused the Seal of the Territory of New Guinea to be hereunto affixed and has also set his Hand hereto and the lessee hereunto set hand and seal.

Signed sealed and delivered by the lessee }
the said in the }
presence of }

Administrator.

Lessee.

FORM O.

Reg. 10.

TERRITORY OF NEW GUINEA.

No. of Licence.

Land Ordinance 1922-1929.

TRADING ALLOTMENT LICENCE.

Fec per annum,

£ s. d.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Administrator, do hereby, in pursuance of the *Land Ordinance* 1922-1929, give and grant to of in consideration of the payment of the sum of pounds shillings pence, in advance, to the Treasurer or his representative at subject to the fulfilment and observance of the conditions set forth on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until the day of December, 19 , the

Am. by Regs. gazetted on 15. 2. 1927, r. 3; 31. 12. 1928, r. 8 and 30. 8. 1930, r. 4.

Land Ordinance 1922-1941.

Administration lands more particularly described or delineated in the Schedule hereto, for the following purpose, that is to say:—

Residence site for trading purposes.

Schedule.

*Diagram where
necessary.*

Description.

The Administration land situate at
being allotment of section and
containing hectares ares
square metres, or thereabouts, subject
to any modification of boundaries of the site that may
be deemed necessary at any time during the currency of
this licence.

Signature—

N.B.—Be careful to observe that this licence expires on the
day of December, 19 .

Conditions under which this Licence is Issued.

That the licensee shall not sublet, assign, transfer, or part with the possession of the land described in this licence or any portion thereof without the consent, in writing, of the Administrator first had and obtained.

That the licensee shall keep the area licensed in a cleanly and orderly condition to the satisfaction of the District Officer.

That this licence shall be produced by the licensee upon the request of any District Officer.

That the non-observance of or non-compliance with or non-performance of any of the obligations or conditions set forth in this licence shall render the licence null and void, and the Administrator may thereupon cancel the licence and cause the land described therein to be re-entered by any District Officer and dealt with as unoccupied Administration land:

Provided always that with the consent, in writing, of the Administrator the outgoing licensee may, within one month from date of cancellation of licence, sell or remove the improvements on the land hereby licensed.

FORM P.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

SPECIAL LEASES.

Vol. Fol.
Registrar of Titles.

Am. by Regs.
gazetted on
15.2.1927, r. 3;
31.12.1928, r. 8
and 30.8.1930,
r. 4.

THIS INDENTURE dated in accordance with the *Land Ordinance 1922-1929* the _____ day of _____ One thousand nine hundred and _____ and made between the Administrator of the Territory of New Guinea of the one part and _____ of _____ (hereinafter designated the lessee which expression shall include his heirs executors administrators and assigns) of the other part Whereas the said Administrator is empowered by section fifty of the said Ordinance to grant leases of Administration Lands for any term not exceeding twenty-one years from the date thereof at such rent and with or without royalty and upon such terms and conditions as may be prescribed for any of the purposes specified in the said section fifty And whereas it has been decided to grant the said lessee a lease for the purpose of _____ (insert purpose)
Now this Indenture witnesseth that in consideration of the (royalty and) rent hereinafter reserved and of the covenants conditions and provisions

LAND--

hereinafter contained and on the part of the lessee to be performed and observed, the Administrator doth hereby grant and demise unto the lessee the surface and down to a depth of _____ metres below the surface All that piece of land containing by admeasurement _____ shown with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the lessee _____ permitted assigns shall be entitled to sink wells for water and to the use and enjoyment of any wells and springs of water which may at any time be upon the said land and which supply water or may hereafter supply water for domestic farming agricultural manufacturing or irrigation purposes and shall have such rights with respect to those wells and springs as though they held the said land without any limitation as to depth Excepting nevertheless unto the Administration all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby demised And also reserving to the Administration free liberty and authority for it and its licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores shale and mineral oils⁽²⁰⁾ and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth and stone copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal shale and mineral oils and metals and minerals and their ores and the mines metals and minerals in upon or under the land hereby demised and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal shale and mineral oils and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the land hereby demised And also reserving and excepting the use of all such parts of the said land as shall be required for making railways tramways canals water-courses reservoirs drains or sewers over in upon or through the same with full and free right of ingress egress and regress into out of and upon the said land for those purposes but nevertheless so as not to do or occasion by the carrying out of any of those purposes any unnecessary damage to the land hereby demised or any buildings or works thereon and making compensation for such damage as may be done or occasioned by the carrying out of the same And also reserving and excepting the public use of all such parts of the said land as shall from time to time be proclaimed as or otherwise become a road or other public highway or thoroughfare To have and to hold the said land and premises unto the lessee

from the day of the date hereof for and during the full term of _____ years thence next ensuing and fully to be completed and ended to the intent that the same land and premises shall be used as and for the purpose of _____ and for no other purpose whatsoever Yielding and paying therefor the royalty of _____ and yearly rent of _____ in advance on the first day of July in each year And the lessee doth hereby covenant with the Administrator in manner following that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid the yearly rent hereby reserved upon the days and times hereinbefore appointed for the payment of the same free and clear from all deductions and abatements whatsoever.

2. And shall and will during the said term pay bear and discharge all and all manner of existing and future taxes rates duties charges assessments impositions and outgoings whatsoever now payable or hereafter to become payable by or now imposed or hereafter to be imposed upon either landlord or tenant or partly upon each in respect of the land and premises hereby demised or any part thereof or the rent hereby reserved.

(20) The words "shale and mineral oils" appeared in the original Ordinance. These words have now been omitted by the Third Schedule of the *Ordinances Reprint and Revision Ordinance 1947* of the Territory of Papua-New Guinea.

Land Ordinance 1922-1941.

3. And shall and will use the said land and premises as and for and for no other purpose whatsoever and that if the lessee shall fail at any time during the said term to use the said land and premises *bona fide* for the purposes aforesaid these presents shall be voidable at the will of the Administrator.

4. And shall and will at or their own expense if and whenever required during the said term furnish to the Administrator for the time being such returns particulars and statistics of the operations theretofore carried on or to be carried on upon the said premises and the results thereof as the Administrator may from time to time in that behalf require accompanied by a statutory declaration as to the truth and correctness thereof.

5. And shall and will at or their own expense during the continuance of this lease as often as need shall be and to the satisfaction of the Administrator without being thereunto required repair maintain and keep in good order and substantial repair and condition all buildings erections extensions and improvements for the time being on the land hereby demised.

6. And that it shall be lawful for the Administrator or any person duly authorized by him in that behalf at all proper and reasonable times during the continuance of this lease without any interruption or disturbance from the lessee to enter into and upon the land and premises hereby demised or any part thereof to view and examine the state and condition thereof and of all defects and wants of repair to the said demised premises or any part thereof there and to give notice in writing as often as may be required to the lessee by posting same in a registered letter addressed to or them at to repair and make good those defects and wants of repair within one calendar month then next ensuing and the lessee shall and will within repair and make good all those defects and wants of repair as shall be mentioned in such notice and that if the lessee shall refuse neglect or fail to repair and make good those defects and wants of repair it shall from time to time be lawful for the Administrator (but without prejudice in any way to the right of re-entry hereinafter contained) by his officers agents servants and workmen to enter upon the said land and premises and make and do all works necessary for remedying and making good the said defects and wants of repair at the expense of the lessee and the cost and expense thereof (in case the same shall not be repaid by the lessee within one calendar month after the notice in writing shall have been given to him or them by the Administrator by posting same in a registered letter addressed to him) shall be a debt due by the lessee to the Administration and shall be recoverable as rent due and payable under these presents.

7. And shall and will make such arrangements for the prevention of nuisance and for the observance of decency and adopt such sanitary measures generally as the Administrator may from time to time approve of or require.

8. And shall not nor will assign sublet mortgage charge or otherwise part with or encumber this lease or the land and premises hereby demised or any part thereof without the consent in writing of the Administrator.

9. And shall and will at the expiration or sooner determination of the term hereby granted peaceably and quietly yield and deliver up to the Administrator the said land and premises hereby demised together with all buildings erections extensions and improvements thereon (except machinery and appliances which can be removed without material injury to the said land buildings erections extensions and improvements) in good order and substantial repair and condition in all respects reasonable wear and tear only excepted.

10. And shall and will observe perform and fulfil or cause to be observed performed and fulfilled the conditions stipulations covenants and provisions which are contained in the Schedule hereto.

11. Provided always that the said land is and shall be subject to be resumed for mining purposes under the *Mining Ordinances 1922* or the *Land Ordinance 1922-1929*.

12. Provided also that subject to the *Mining Ordinances* 1922 the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Administration lands provided that compensation shall be paid to the lessee by such person for surface damage to be done to such land by reason of mining thereon the compensation to be determined in accordance with the *Mining Ordinances* 1922 or any amendments thereof and the payment thereof to be a condition precedent to such right of entry.

13. And it is hereby agreed and declared that upon the expiration or sooner determination of the term hereby granted all the land hereby demised with all buildings erections extensions and improvements (except machinery and appliances which can be removed without material injury to the said land buildings erections extensions and improvements) now built erected constructed or made or hereafter to be built erected constructed or made on the said land and whether fixed fastened or bolted to or upon the land or to or upon any other buildings erections extensions or improvements or piles or other supports thereon or not so fixed fastened or bolted shall absolutely revert and belong to the Administrator it being the intent and meaning of this agreement and declaration that all buildings erections extensions and improvements of whatsoever nature (except machinery and appliances as aforesaid) and whether resting by their own weight or otherwise upon the land hereby demised or upon any other buildings erections extensions or improvements or upon piles or other supports on the land shall as aforesaid absolutely revert and belong to the Administration and the lessee shall not be entitled to any payment or compensation whatsoever for the land buildings erections extensions and improvements or any part thereof or to any renewal of this lease.

14. Provided always that in the event of the land hereby demised or any party⁽²¹⁾ thereof being required for any public purpose or purposes whatsoever it shall be lawful for the Administration to resume possession thereof by any officer or agent appointed for that purpose by the Administrator but the lessee shall be entitled to receive and shall be paid by the Administration compensation for the value of his interest in the land so resumed and if no agreement be come to within three calendar months from the date of the resumption as to the amount of compensation to be paid as aforesaid the amount shall be ascertained by a valuation to be made by two Arbitrators one to be named by the Administrator and the other by the lessee or in the event of the said Arbitrators being unable to agree by an umpire to be chosen by such Arbitrators before entering upon the reference hereby provided for and such reference shall as regards the mode and consequence thereof conform in all respects to the provisions as to arbitration contained in any Ordinance relating to arbitration or any then subsisting statutory modification thereof.

15. Provided also and it is hereby agreed and declared that these presents are upon this express condition that if the lessee shall at any time during the currency of this lease fail to use the land and premises hereby demised *bona fide* for the purposes aforesaid or shall use the same for any purpose not hereinbefore mentioned or if and whenever any part of the rent hereinbefore reserved shall be in arrear for two weeks whether the same shall have been demanded or not or if and whenever there shall be a breach or non-observance of any of the covenants conditions or provisions hereinbefore contained by the lessee then and in any such case it shall thereupon be lawful for the Administrator to declare this lease to be void and forfeited and thereupon the Administrator by his authorized agents or officers may enter forthwith into and upon the said land and premises hereby demised and repossess and enjoy the same as fully and effectually as if these presents had not been made and executed.

16. And it is hereby agreed and declared that in any such case it shall

(21) The word "party" appeared in the original Ordinance. It has now been omitted and the word "part" inserted in its stead by the Third Schedule of the *Ordinances Reprint and Revision Ordinance* 1947 of the Territory of Papua-New Guinea.

Land Ordinance 1922-1941.

be lawful for the Administrator and his authorized agents or officers without any demand whatsoever to enter upon the said land and premises hereby demised and the lessee and all persons claiming from through or under him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case the Administrator had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on the judgment directed to such sheriff in due form of law and then in case of such entry and any action being brought or other proceedings taken for the same by any person whomsoever the defendants to the action may plead leave and licence in bar thereof and these presents shall be conclusive evidence that all events had happened and all conditions were fulfilled and all times elapsed necessary to entitle the Administrator to declare this lease void and forfeited and that this lease had been declared void and forfeited as hereinbefore provided.

In witness whereof the Administrator has caused the seal of the said Territory to be affixed to this demise and has also set his hand and the lessee has also set his hand and seal.

(SEAL)
Administrator.

Signed sealed and delivered }
by the said lessee in the }
presence of }

(SEAL)

FORM Q.

Reg. 10.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-1929.

LICENCE UNDER SECTION 52.

Fee per annum, £ s. d. Number of licence—
payable as follows:—

Am. by Regs.
gazetted on
15. 2. 1927, r. 3;
31. 12. 1928, r. 8
and 30. 8. 1930,
r. 4.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Administrator, do hereby, in pursuance of the *Land Ordinance 1922-1929*, give and grant to _____ of _____ in consideration of the payment of the sum of _____ pounds shillings pence, to the Treasurer or his duly authorized representative at _____ subject to the fulfilment of the conditions printed or written hereon or on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until _____ and no longer, the Administration lands more particularly described or delineated in the Schedule hereto, for the following purpose, that is to say:—

Schedule.

Description.	Diagram where necessary.
All the Administration land situate at _____ in the District of _____ containing _____ hectares _____ ares _____ square metres, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature—

LAND—

Conditions under which this Licence is Issued.

1. The land described in this licence shall not be sublet without the consent in writing of the Commissioner of Administration Lands.

2. This licence shall be produced by the licensee upon the request of any district officer, timber inspector or other officer authorized by the Administrator.

3. When the holder of the licence does any act not expressly authorized by the same which, if it were done by a stranger, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any officer as aforesaid he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the *Land Ordinance 1922-1929*.

4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Administrator may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Administration land.

5. If, during the period for which this licence is issued, he deems the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Administrator may resume possession of the land or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice signed by the Administrator of the intention to resume possession of the land, or of part thereof.

6. Any holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.

Conditions in certain Cases.

If the licence be for obtaining and removing stone of any description or brick or other earth.

The site herein licensed must be enclosed by a substantial three-rail fence, not removable by the licensee at the termination of his tenure hereof, but to belong to the Administration.

If the site abuts on a public road, the slope of excavation from edge of the road to the bottom of the quarry shall not be steeper than 1 to 1. Ground shall not be broken within 6 metres of a road.

If the licence be for fisherman's residence.

The licensee herein mentioned is permitted the use of adjacent unappropriated Administration lands for drying nets and subject to the *Timber Ordinances 1922* to take dead wood for fuel for domestic use.

If the licence be for brick-kilns.

The site to be enclosed by a substantial three-rail fence, not removable by the licensee at the termination of his tenure of the site. Trees on such site may be cut down and made use of for the kilns by the licensee; but no wood beyond the boundaries of the site shall be removed from Administration lands for use at the brick-kilns unless a permit be taken out by the licensee under the *Timber Ordinances 1922*.

Land Ordinance 1922-1941.

If the licence be for lime-kilns.

Wood for fuel for the kilns shall not be obtained on Administration lands unless a permit be taken out by the licensee to procure the wood under the *Timber Ordinances* 1922.

If the licence be for factory.

Wood shall not be cut from Administration lands beyond the boundaries of the site specified in this licence, unless a permit be taken out by the licensee.

FORM R.

TERRITORY OF NEW GUINEA.

Land Ordinance 1922-192...

Ad. by Regs. gazetted on 15.2.1927, r. 6.

Lease of Land by a Native to the Administration (Section 9) for the purpose of a Trading Allotment Licence (Section 47).

I, _____, Native of the village of _____ in the district of _____ in the Administrative District of _____ being the sole owner of all that piece of land known as _____ and also known as _____ (English name) situated at _____ in the Administrative District aforesaid having an area of _____ hectares _____ ares _____ square metres or thereabouts, the approximate boundaries whereof are delineated in the plan in the margin, in consideration of the sum of Two Pounds paid over to me as rent of the said piece of land do hereby agree to lease and do hereby lease to the Administration the whole of the said piece of land and all my rights therein for the period from the _____ day of _____ 192____, to the thirtieth day of June 192____.

I also hereby acknowledge to have received this _____ day of _____ 192____, from the duly authorized officer of the Administration the sum of Two Pounds as rent in consideration of the above agreement.

His Mark.

Witness to the said payment and to the mark of the said Native and his understanding of and assent to the foregoing.

(Title of Officer)

Signature of Interpreter (if any).

Licence No.

Administrator, or Officer appointed by him. issued in respect of the said land.

LAND—

FORM S.

Ad. by Regs.
gazetted on
15.2.1927, r. 6.

Land Ordinance 1922-192...

TRANSFER OF LAND FROM A NATIVE TO THE ADMINISTRATION.

Entered in the Index of Unregistered
Administration Lands Volume
No. This day
of 19

Registrar of Titles.

I
We
Native of the village of _____ which village is situate^(a)
in the Territory of New Guinea and being the sole owner of the piece of Land,
the boundaries of which are set out below, and a rough and approximate
plan of which is drawn below,^(b) in consideration of^(c)
paid over to ^{me}_{us} as the price of the said piece of Land, by the Administration
of the Territory of New Guinea do hereby sell and transfer to the said
Administration the whole of the said piece of land and all ^{my}_{our} rights therein.
AND ^I_{WE} DECLARE that ^I_{we} am are the sole owner of and have full right to
sell the said piece of Land, and that no one else is an owner of or has any
right to such land. AND ^I_{WE} DECLARE that previous to signing this
paper ^I_{we} in company with^(d)
walked round the boundaries of the said piece of Land, and that the description
of the said boundaries written below is correct. AND ^I_{WE} DECLARE that
the price paid to ^{me}_{us} for the said piece of Land is the Price ^I_{We} asked for it,
and is a fair price, and that ^I_{we} have received such Articles representing the
said price as are specified below opposite to ^{my}_{our} signature. The said piece
of Land is called in ^{my}_{our} language _____ and in the
English language _____. The said piece of Land is
situate at _____ in the said Territory, and has an approximate area
of _____ hectares _____ acres _____ square metres.
The boundaries of the said Land are as follows^(e):—
Commencing

PLAN OF LAND.

- (a) State in what District or locality Village is situated.
(b) If plan accurate strike out "rough and approximate".
(c) The value of the articles is to be stated here—thus—In consideration of the
articles specified on the next page opposite my/our signature of a total value of
_____ pounds _____ shillings and _____ pence. The value
of any article will be the local current value, not the Government Store price.
(d) Names of officers and interpreters.
(e) Describe boundaries with the most accurate fullness possible.

Land Ordinance 1922-1941.

SIGNATURE AND ARTICLES RECEIVED.

Witness my hand this _____ day of _____ 192
Signature of Vendor. Articles received by the Vendor.

I, (f) of _____ in the Territory of New Guinea do hereby certify that I acted as Interpreter in the above sale of Land: That I understood the language spoken by the Vendor and the language spoken by _____ an officer in the Service of the said Administration: That I truly interpreted the contents of the above paper as they were given to me by the said Officer in the _____ language into the _____ language, which is understood by the Vendor, and pointed out to _____ him the _____ them the boundaries of the Land Sold as shown on the above plan: That I am certain the Vendor understood me: That previously to my so interpreting I and the said Officer walked round the said Land in company with the said Vendor, and that the boundaries of the said Land were then pointed out by the said Vendor, and that the said boundaries were identical with the boundaries set out in writing in the above transfer: That the articles which are specified opposite to the Vendor's signature were in my presence paid over to such Vendor: That I am certain that the Vendor when _____ he signed the _____ they above transfer knew what Land _____ he was selling, and knew that _____ he was _____ they were selling it out and out to the Administration: That I am also certain that the Vendor _____ was satisfied with the price _____ he got and that was the price _____ he _____ they asked.

Witness my hand this _____ day of _____ 192

Interpreter.

I, _____ of _____ an officer in the Service of the said Administration, do hereby certify that the Vendor named in the above transfer signed the said transfer at _____ in the Territory of New Guinea on the _____ day of _____ 192 _____, in my presence:

That previously to _____ his signing the said transfer the Interpreter named _____ their in the preceding Certificate, in my presence, did so far as I could judge interpret the contents of the said transfer from the language in which I read them to him into the _____ language which is understood by the Vendor, and pointed out the boundaries of the Land Sold as shown on the above plan: That previously to this being done I and the aforesaid Interpreter walked round the said Land in company with the said Vendor, and that the boundaries of the said Land were then pointed out by the said Vendor, and that the said boundaries were identical with the boundaries set out in writing in the above transfer: That the Articles which are specified opposite to the Vendor's signature were in my presence paid over to such Vendor: That I am certain that the Vendor when _____ he signed the above transfer knew what Land _____ he was selling and that _____ they were

(f) If more than one interpreter is employed certificates by each, altered as regards mode of interpretation, will be required. All interpreters should accompany Officer and Vendor, and be present throughout if possible.

LAND—

he was selling it out and out to the Administration: That I am also certain they were that the Vendor was satisfied with the price he were they got. Witness my hand this day of 192

(The officer must state here whether the Land was unoccupied by Natives at the time of Sale, or, if occupied, when occupation is to cease.)

Title of Officer
Signed on behalf of the Administration
in pursuance of section 9 of the *Land Ordinance* 1922-192

Transfer to be sealed with the Seal of the Territory.

Administrator.

THE SECOND SCHEDULE.

SCALE OF SURVEY FEES.

Area of Lot.		Fees.
		£ s. d.
Not exceeding 2 hectares within a township	4 0 0
Not exceeding 2 hectares not within a township	5 0 0
Exceeding 2 hectares but not exceeding 4 hectares	7 0 0
Exceeding 4 hectares but not exceeding 8 hectares	9 0 0
		Per hectare
Exceeding 8 hectares but not exceeding 20 hectares	0 17 6
Exceeding 20 hectares but not exceeding 40 hectares	0 15 0
Exceeding 40 hectares but not exceeding 80 hectares	0 12 6
Exceeding 80 hectares but not exceeding 100 hectares	0 11 3
Exceeding 100 hectares but not exceeding 120 hectares	0 10 0
Exceeding 120 hectares but not exceeding 160 hectares	0 8 9
Exceeding 160 hectares but not exceeding 200 hectares	0 7 6
Exceeding 200 hectares but not exceeding 240 hectares	0 6 3
Exceeding 240 hectares but not exceeding 280 hectares	0 5 8
Exceeding 280 hectares but not exceeding 320 hectares	0 5 0
Exceeding 320 hectares but not exceeding 400 hectares	0 4 7
Exceeding 400 hectares but not exceeding 600 hectares	0 4 2
Exceeding 600 hectares but not exceeding 800 hectares	0 3 9
Exceeding 800 hectares but not exceeding 1000 hectares	0 3 4
Exceeding 1000 hectares but not exceeding 1200 hectares	0 2 11
Exceeding 1200 hectares but not exceeding 1400 hectares	0 2 9
Exceeding 1400 hectares but not exceeding 1600 hectares	0 2 6
Exceeding 1600 hectares but not exceeding 2000 hectares	0 2 4
Exceeding 2000 hectares but not exceeding 2400 hectares	0 2 1
Exceeding 2400 hectares but not exceeding 2800 hectares	0 1 11
Exceeding 2800 hectares but not exceeding 3200 hectares	0 1 8
Exceeding 3200 hectares but not exceeding 3600 hectares	0 1 6
Exceeding 3600 hectares but not exceeding 4000 hectares	0 1 3

In addition to the above fees all travelling expenses to the site of the survey may be charged including cost of chartering any vessel, the fares and freights on any vessel, the amounts paid for vehicular transport, and the amounts paid to native carriers.