

[L.S.]

BICKHAM ESCOTT,  
High Commissioner.



No. III. of 1914.

## KING'S REGULATION

TO CONSOLIDATE AND AMEND THE LAW RELATING TO  
LAND IN THE BRITISH SOLOMON ISLANDS PROTEC-  
TORATE.

Made by His Britannic Majesty's High Commissioner for the Western  
Pacific in accordance with the provisions of the Pacific Order in  
Council, 1893.

In the name of His Majesty, George the Fifth, 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.

1. This Regulation may be cited as the Solomons Land Regula- Short title.  
tion, 1914.

2. In this Regulation—

Interpretation—

- “Secretary of State” means His Majesty's Principal Secretary of State for the Colonies; “Secretary of State”;
- “High Commissioner” means His Britannic Majesty's High Commissioner for the Western Pacific; “High Commissioner”;
- “Commissioner” means the Resident Commissioner in the British Solomon Islands Protectorate; “Commissioner”;
- “Protectorate” means the British Solomon Islands Protectorate; “Protectorate”;
- “native land” means land owned by natives or subject to the exercise by natives of customary rights of occupation, cultivation, or other user; “native land”;
- “private land” means land owned by non-natives in freehold; “private land”;
- “public land” means all land not being native land nor private land; “public land”;
- “native lease” means a lease of native land; “native lease”;
- “public lease” means a lease of public land; “public lease”;
- “improvements” means substantial improvements of a permanent character reasonably adapted for the use of leased lands for the purposes of the lease, and, subject to this qualification, includes clearing of land for agricultural “improvements”;

purposes, reclamation from swamps, cultivation, planting with trees or live hedges, laying out and cultivation of gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, making embankments or protective works of any kind, in any way improving the character or fertility of the soil, or the erection of buildings ;

"declaration" ;  
form 3.  
Forms.

" declaration " means a declaration under this Regulation and in the form given in the schedule hereto ;  
references to " forms " are made to the forms given in the schedule hereto.

Repeals Regulations  
No. IV. of 1896 and  
No. I. of 1904.  
Saving.

**3.** The Solomons (Land) Regulation, 1896, and the Solomons (Waste Land) Regulation, 1904, are hereby repealed.

Provided always that, save as expressly provided in this Regulation, the said Regulations hereby repealed shall remain in full force and operation respecting all rights acquired and obligations incurred thereunder.

Determination of  
rights of non-natives  
in native land  
acquired under sec-  
tion 8 of Regulation  
No. 4 of 1896.

**4.** On the expiration of six months after the time when this Regulation comes into force all rights, titles and interests in and to native land acquired, held, or enjoyed by non-native persons under the provisions of section eight of the Solomons (Land) Regulation, 1896, shall cease and determine.

Forfeiture under sec-  
tions 5 and 6 of  
Regulation No. IV  
of 1896.

**5.** All land which may be forfeited under the provisions of the fifth and sixth sections of the Solomons (Land) Regulation, 1896, shall, subject to the rights of persons claiming through others than the vendors or purchasers thereof, thereby become public land.

Proviso.

Provided that, in respect of contiguous blocks of land held by the same person, the Commissioner may, if he deems it just and expedient, permit the holder of land, which becomes forfeited under the provisions of the sixth section of the Regulation aforesaid, to retain possession of two acres of land for each acre under cultivation at the time of forfeiture.

Alienation of native  
land to non-natives  
forbidden.  
First proviso.

**6.** Save as provided in this Regulation, native land shall not be alienated by sale, gift, lease, or otherwise to non-natives.

Provided that native land which is not in cultivation nor required for the future support of natives may be sold to the Protectorate Government.

Second proviso.

Provided also that native land may be compulsorily acquired by the Protectorate Government for public purposes.

Acquisition of  
interests in public or  
native land under  
this Regulation.

**7.** After the commencement of this Regulation it shall not be lawful for any person to acquire any right or interest in public land, nor for any non-native to acquire any right or interest in native land, save in accordance with the provisions of this Regulation, or of some other law of the Protectorate for the time being in force.

Leases of native land  
by Commissioner.

**8.** Native land may be leased by the Commissioner to non-natives if the consent of the owners thereof is first obtained and if the land to be leased is not under cultivation nor required for the future support of the natives.

Public land for occu-  
pation by natives.

**9.** The Commissioner may at any time set apart any public land for occupation by natives on such terms and conditions as, having regard to all the circumstances of the case, he may consider fair and reasonable.

**10.** All leases whether of native land or public land shall be either :  
(a) cultivation leases,  
(b) grazing leases, or  
(c) building leases.

**11.** The Commissioner, in considering any application for a lease of land, shall have regard to the nature, class and situation of the land to which the application relates and shall not entertain the application unless he is satisfied that the highest economic use of which the land is susceptible may reasonably be anticipated from the lease thereof.

Land to be leased to secure the highest economic use.

**12.—(1)** Any non-native proposing to lease native land or public land shall submit to the Commissioner a memorandum of application in form 1, stating whether the lease required is a cultivation lease, a grazing lease or a building lease, and shall, with his memorandum of application, submit a plan of the land, showing its situation, extent and boundaries.

Application for lease :—  
procedure thereon.  
Form 1.

(2) Upon receipt of the memorandum of application the Commissioner shall, unless he decides to refuse the application, (a) in the case of native land, satisfy himself, after due inquiry, regarding the title of the native owners and that the land is not under cultivation by or required for the support and maintenance of the owners and their families (if any); and (b) in the case of native or public land, notify the applicant of the covenants, conditions, and stipulations to be, by virtue of this Regulation, deemed to be included and implied in the proposed lease, and any other stipulations and conditions which, with the consent and approval of the native owners, or on his own motion, as the case may be, he shall then prescribe.

(3) Upon agreement between the Commissioner and the applicant as to the conditions and stipulations to be contained in the lease, the lease shall be prepared by the applicant and shall be according to form 2.

Form 2.

**13.—(1)** To every memorandum of application by the last preceding section prescribed there shall be appended a declaration that the applicant is proposing or desiring to lease or occupy the land comprised in the memorandum for his own exclusive use and benefit and subject to the provisions of this Regulation.

Declaration of exclusive use and benefit.

Form 3.

(2) A director, an attorney, or an agent of a company may make on its behalf the declaration aforesaid.

**14.** Upon agreement between the Commissioner and an applicant, under the tenth section hereof, the applicant shall deposit with the Commissioner the first year's rent of the land to which the application relates.

Deposit of rent.

**15.—(1)** The Commissioner may, if he thinks fit, on receipt of any application for a lease of land, put up the proposed lease for public auction or for tender.

Leases for public auction or tender.

(2) The grant of a lease of land under this Regulation shall be in the absolute discretion of the Commissioner.

Discretion of Commissioner to grant lease.

**16.** In every lease of land there shall be deemed to be included and there shall, by virtue of this Regulation, be implied the following covenants, stipulations, and conditions :—

Covenants implied in certificates.

- (a) that the lessee will, subject to the provisions of section twenty-three hereof, pay the rent thereby reserved or for the time being payable by reason of the periodical revision of rent hereinafter mentioned at the time named therein or prescribed by this Regulation for the payment of the same ; and
- (b) that the lessee will not (except by will) transfer, assign, or underlet the land comprised in the lease or any part thereof without the approval and consent of the Commissioner first had and obtained ;
- (c) that the lessee will, on demand, pay the cost of a survey of the land comprised in the lease, to be made by the Protectorate Government ;

- (d) that the rent shall be increased or diminished on the completion of the survey aforesaid according as the land may be found to be more or less than the estimated area, but that no claim shall be made by either party for any rent in arrear or paid in excess on that account ;
- (e) that the right to minerals, as defined in the seventeenth section hereof, and to prospect on the land for the same, is reserved, and that the right is reserved to the High Commissioner at any time to resume occupation of any portion of the land deemed by him necessary in connection with any mining agreement or concession thereafter approved or authorised by him, provided that, in case of that resumption, the rent shall be proportionately reduced ;
- (f) that the lessee will only use the land leased for the purpose for which the lease is granted ;
- (g) that the right is reserved to the Commissioner to resume, without any compensation for unimproved land, or upon payment to the lessee of compensation for actual loss sustained in respect of improved land, such portions of the land comprised in the lease as may at any time be required for the construction of roads or other public purposes ;
- (h) that all existing roads, paths, and ways, and rights of use thereof, through and over the land shall remain free and uninterrupted unless closed, or altered, or determined, with the Commissioner's consent ;
- (i) that if the lessee becomes bankrupt, or where the land is leased to a company if the company is wound up by the court, the whole interest of the lessee or lessees under the lease shall be forfeited, subject only to the claim of the trustee in bankruptcy or of the official receiver or liquidator or liquidators to compensation for improvements under the provisions of this Regulation.

Land must be held by holders for their own exclusive use and benefit.

17.—(1) No person may, by himself or through any other person for him, obtain or hold, either by original lease or by transfer, or otherwise in any manner, any land in the Protectorate unless it is exclusively for his own use and benefit.

(2) No person who, at the time of his taking a lease has made any arrangement or agreement to permit any other person to acquire in any manner soever the land comprised in the lease, or any part thereof, or the holder's interest therein, shall be capable of holding that land, and the lease shall be null and void.

Penalty.

(3) Every person who wilfully commits, or incites, instigates, or employs any other person to commit, any breach of the provisions of this section, shall be liable to a penalty not less than fifty pounds and not more than two hundred pounds or to imprisonment with or without hard labour for any term not exceeding six months.

Powers of Commissioner on contravention.

(4) The Commissioner shall declare every transaction null and void and may declare all deposit moneys, rents, or other payments to be forfeited, in any case where a lessee—

- (a) has not occupied the land comprised in his lease for his own personal use and benefit ; or
- (b) has occupied the land comprised in his lease for his own use or benefit, but has permitted other persons to derive the virtual use and benefit thereof, or has occupied the land apparently for his own use and benefit, but virtually has occupied it on behalf of another person who has supplied the lessee with money, or otherwise enabled him, in that behalf.

Minerals ;

18.—(1) A lease shall not confer upon the lessee any right to extract or remove any minerals from the land comprised therein.

(2) The term "minerals" includes all minerals, mineral oils, metals, clay, stone, or other valuable materials existing below the surface of the land.

(3) The value of minerals shall not be taken into account in any determination of the value of the land for the purpose of fixing the rent to be paid therefor, either at the commencement of the term or on any continuance thereof.

**19.**—(1) A cultivation lease under this Regulation may be for a term not exceeding ninety-nine years. Cultivation leases;

(2) In every cultivation lease there shall be deemed to be included, and shall by virtue of this Regulation be implied, a covenant that the lessee will within five years from the commencement of the term cultivate at least one-tenth of the area comprised therein.

**20.**—(1) A grazing lease under this Regulation may be for a term not exceeding twenty-one years. Grazing leases.

Provided that a grazing lease shall not be granted of land which, in the opinion of the Commissioner, is suitable for building purposes or for cultivation other than that prescribed by the next subsection hereof. Proviso.

(2) A lessee under a grazing lease may cultivate an area of the land comprised in his lease, equal to one per centum of the total acreage thereof, in cereals for the purpose of fodder for stock (if any) on the land and may plant grasses on the whole or any part of the land comprised in his lease.

(3) Save as last above provided no part of the land comprised in a grazing lease shall be cultivated, and no timber thereon shall be cut except for the purposes of fencing or erecting buildings thereon by the lessee.

(4) A lessee under a grazing lease who cultivates any part of the land comprised in his lease otherwise than as above permitted is liable to be assessed for rent as the holder of a cultivation lease from the time when that cultivation commenced.

**21.**—(1) The term of every lease under this Regulation shall be computed from the first day of January or July next following the day of the date of the lease. Commencement of term.

(2) The rent reserved in a lease shall be, for the term of a grazing lease, and for each period of twenty years of the term of a building lease and of thirty-three years of the term of a cultivation lease, such sum as may from time to time be fixed and determined by the Commissioner under the powers and in the manner hereinafter conferred and prescribed. Rent.

(3) The Commissioner may fix the rent for the term of a grazing lease and for the first thirty-three years of a cultivation lease, of land which is not cleared, on an incremental scale, and if the rent is fixed on such a scale the clearing of the land for the purposes of cultivation shall not be regarded as an improvement within the meaning of this Regulation.

(4) Subject to the provisions of the fourteenth section hereof, rent shall be payable in advance on the first day of January or on the first day of July, as the case may be, in each year.

(5) Rent for the first year of the term of a lease shall be the sum reserved in the lease together with an additional sum for the period elapsing between the date of the deposit required by the thirteenth section hereof and the date of the commencement of the term.

**22.**—(1) Rents payable under building and cultivation leases shall be subject to revision by the Commissioner in the case of the former every twenty and of the latter every thirty-three years, as follows:—The Commissioner shall, not later than one year before the expiration of a period of twenty years in the case of a building lease, Valuation of fee simple for revision of rent at certain periods.

and of thirty-three years in the case of a cultivation lease from the date of the commencement of the term or if the rent has already been revised from the date of the last revision cause a valuation to be made of the fee simple of the land comprised in the lease not taking into account the value of the improvements which are then in existence and unexhausted thereon, and shall fix the rent for the purpose of the revision at a rate not exceeding five pounds per centum of the value of the fee simple determined as aforesaid.

Election of lessee as to continuance of lease.

**23.**—(1) Not later than nine months before the expiration of the period of twenty years or thirty-three years referred to in the last preceding section, the Commissioner shall deliver to the lessee a notice in writing of the amount of the rent so fixed as aforesaid, requiring him to elect whether he will continue the lease for the next period of twenty years or thirty-three years, or for his remainder of the term, as the case may be, at that rent or not, and the lessee shall, before the expiration of the said period, give notice to the Commissioner of his election in the premises.

(2) If the lessee omits to give notice of his election to the Commissioner within the time limited therefor, he shall be deemed to have agreed to continue the lease at the rent mentioned in the notice aforesaid from the Commissioner to him.

(3) Any election, express or implied, to continue the lease shall constitute a binding agreement to do so.

(4) If a lessee fails to proceed with his election to continue the lease, his right to continue shall be forfeited and he shall not be entitled to receive any payment for improvements.

Payment of amount of valuation of improvements.

**24.**—(1) Where a lessee has given notice as aforesaid that he does not desire to continue his lease, or where a lease has been forfeited for a breach of conditions or for contravention of the provisions of this Regulation, or for any other reason the term of a lease expires or is determined, the land comprised in that lease shall be available for a fresh lease, and the value of the improvements made on the land (which shall be based on the worth of the said improvements to the next lessee, or, in the case of a subdivision of the land, to the next lessees of the divided portions), shall be paid to the Commissioner by the next lessee or lessees before he or they is or are let into possession.

(2) If and when the term of a lease has expired, the amount of the value aforesaid of such improvements when received by the Commissioner shall, unless otherwise provided by this Regulation and if approved by the High Commissioner, be paid to the outgoing lessee or other person entitled, less any moneys due in respect of the land by the outgoing lessee.

Provisions applicable to leases.

Fees.

Deposit of fees.

Forfeiture of deposit moneys.

**25.** The following provisions shall apply to all leases and to transfers thereof, under this Regulation:—

(i) There shall be paid for every lease a fee of three guineas and for every transfer of a lease a fee of one guinea.

(ii) The Commissioner may require a deposit to be made of the amount of the fees aforesaid at the time application is made for lease or at any time thereafter, and may refuse at any time to proceed on any application if the deposit is not made when required.

(iii) If any person whose application for a lease has been granted fails to execute his lease within three calendar months after being required by written notice so to do, the amount of his deposit moneys, in whatever respect they shall have been deposited, shall, unless the High Commissioner shall, for good cause shown, otherwise determine, be absolutely forfeited to the Protectorate Government and the right of the applicant to obtain the lease shall wholly cease and determine.

- (iv) Every lawful transferee or sub-lessee of any lease or purchaser as aforesaid thereof, shall have all the rights and privileges, and be subject to the same obligations, as the original lessee, and the original lessee shall not be liable for any rent becoming due, or for any breach of any covenant or agreement in the lease committed after the approval of the transfer by the Commissioner.

Rights of transferees or purchasers.

- Provided that the transferor shall be liable for the instalment of rent which becomes due next after the transfer.
- (v) No transfer of any lease shall be valid unless all the conditions on which the lease was granted have been fulfilled as to payment of rent and otherwise up to the date of the transfer.

Fulfilment of condition in lease, etc., at date of transfer—

- (vi) Before any proposed transfer is sanctioned by the Commissioner he may require the transferor to make a declaration to the effect that all the conditions contained in the lease have been fulfilled up to the date of the transfer, and in that declaration the Commissioner may require the transferor to declare to such other particulars respecting the land comprised in the lease as he may think fit.

declaration of.

26. On the failure by any lessee or by any person claiming under him; to observe and perform any covenant, or condition or stipulation contained in a lease or by virtue of this Regulation implied therein, or on the contravention by any lessee of any of the provisions of this Regulation, the Commissioner shall have power to cancel the lease and upon that cancellation all the right, title, and interest of the lessee to and in the land comprised in the lease, together with any improvements thereon, shall cease and determine without any claim on his part to any compensation.

Non-observance of covenants and conditions.

27.—(1) The Commissioner shall be the sole judge whether the covenants, conditions, and stipulations contained or implied in any lease have been, or are being, observed and fulfilled, and whenever the Commissioner has reason to believe that any lessee of land is not observing or fulfilling any of such covenants, conditions, and stipulations in good faith, according to their true intent and purpose, or is contravening any of the provisions of this Regulation, the Commissioner shall have power, if he is satisfied, upon inquiry and after hearing witnesses or without that hearing, that any covenant, condition, or stipulation has not been observed or fulfilled, or that any provision of this Regulation has been contravened, to enforce the observation or fulfilment of the covenant, condition, or stipulation, or to take possession of the land, improvements, or money forfeited for the breach or contravention, or to pursue the remedy for the same by the lease, or by this Regulation, provided or prescribed.

Powers of Commissioner in inquiry as to non-fulfilment of conditions of lease.

(2) For the purposes of the inquiry aforesaid the Commissioner shall have power—

- (a) to summon any person to attend as a witness at such time and place as is specified in the summons and, if necessary, to bring with him and produce any books, papers, deeds, and documents of which a court of law could compel the production; and
- (b) to examine on oath any person so summoned and attending touching the matter of the inquiry.
- (3) A summons to attend the inquiry may be served by delivering a copy thereof personally to, or by leaving a copy at the usual or last known place of abode of, the person to be served.

(4) Every person who fails or neglects to appear in obedience to a summons, or to produce any books, papers, writing, deeds, or documents according to the exigency of the summons, or shall refuse to be sworn, or to affirm, or to give evidence, or to answer the

questions put to him by the Commissioner touching the subject matter of the inquiry, is liable to a penalty not exceeding twenty-five pounds.

(5) Every person who wilfully gives false evidence on oath or affirmation at an inquiry is guilty of perjury and is punishable accordingly.

Making false declaration.

28. Every person who, in any declaration required under this Regulation, wilfully declares to anything which is false, commits perjury and is punishable accordingly.

THE SCHEDULE.

FORM 1.

THE SOLOMONS LAND REGULATION, 1914.  
Application to lease native land or public land.

To the Commissioner.  
I, the undersigned.....of.....  
in the .....of.....  
hereby make application to lease the land described and shown on the plan hereto annexed for the purposes of .....  
Dated the.....day of.....19 .  
(Signed).....

I, the above-named.....do solemnly and sincerely declare that I propose to lease the land above-mentioned and described for my own exclusive use and benefit and subject to the provisions of the Solomons Land Regulation, 1914.  
And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the provisions of the said Regulation.  
(Signed).....

Declared at.....in the.....of.....  
.....day of.....19 .  
Before me.....

FORM 2.

(To be varied so as to suit cultivation, grazing, or building lease).  
THE SOLOMONS LAND REGULATION, 1914.  
Lease of native or public land.

THIS LEASE made the.....day of.....one thousand nine hundred and.....BETWEEN.....Resident Commissioner in the British Solomon Islands Protectorate [in the case of native land acting herein on behalf of the owners of the land hereinafter more particularly mentioned and described] of the one part and.....of.....of the other part WITNESSETH that in consideration of the rent hereinafter reserved and the lessee's covenants hereinafter mentioned the said.....(hereinafter called the lessor) hereby demise.....unto the said.....(hereinafter called the lessee) ALL THAT piece or parcel of land situate at.....in the.....of.....in the said Protectorate containing.....or thereabout delineated and coloured.....on the plan annexed to these presents TO HOLD the same unto the lessee for a term of.....years computed from the first day of.....next YIELDING AND PAYING during the said term (here set forth the amount of rent and the periods at which the same shall be paid).

AND it is hereby expressly agreed and declared that this lease is granted and taken subject to the provisions of the Solomons Land Regulation, 1911, and to the covenants conditions, and stipulations thereby declared to be included herein.

IN WITNESS whereof the parties have hereunto set their hands and seals the day and year first above written.



FORM 3.

THE SOLOMONS LAND REGULATION, 1914.

*Declaration.*

I, the undersigned.....of.....in the  
.....of.....

do solemnly and sincerely declare that (*here set forth the particular matter declared*)  
And I make this solemn declaration conscientiously believing the same to be true  
and by virtue of the provisions of the Solomons Land Regulation, 1911.

(Signed).....

Declared at.....in the.....of.....  
.....this.....day of.....19 .

Before me.....

---

Published and exhibited in the Office of the High Commissioner  
for the Western Pacific at Suva this twentieth day of March,  
one thousand nine hundred and fourteen.

By Command,

C. H. HART-DAVIS,

Secretary to His Britannic Majesty's High Commissioner  
for the Western Pacific.

---

Suva, Fiji: Printed by S. BACH,

Printer to the Government of His Britannic Majesty's High Commission for the Western Pacific.

[Price, 1s.]

1914.