

CHAPTER 134**NATIVE LAND TRUST****AN ACT RELATING TO THE CONTROL AND ADMINISTRATION OF
NATIVE LAND¹***Ordinance Nos. 12 of 1940*

[7 June 1940]

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¹ *The Native Land Trust Law was enacted through Ordinance No. 12 of 1940 and subsequently amended by Ordinances No. 16 of 1943, 35 of 1943, 7 of 1944, 2 of 1945, 15 of 1945, 16 of 1945, 30 of 1945, 29 of 1948, 13 of 1951, 24 of 1951, 11 of 1959, 21 of 1961, 58 of 1962, 7 of 1966, 11 of 1966, 19 of 1968, 16 of 1970, Legal Notice 112 of 1970, Act No. 1 of 1978; Decrees No. 43 of 1988 and No. 14 of 2000;*

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Part I—Preliminary

Short title

- 1. This Act may be cited as the Native Land Trust Act.

Interpretation

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

"Board" means the Native Land Trust Board established under section 3;

"native grant" means a grant of land by native owners;

"native land" has the same meaning given in section 2 of the Native Lands Act;
(*Substituted by Decree No. 14 of 2000 S. 2, Act No. 12 of 2002 S. 2*)

"native owners" means the mataqali or other division or subdivision of the natives having the customary right to occupy and use any native land;

"native reserve" means land set aside and proclaimed as such under the provisions of this Act;

"Secretary" means the Secretary of the Board appointed under section 30.

(*Amended by Ordinance No.30 of 1945, s. 2; 19 of 1968, s. 2; Legal Notice No.112 of 1970.*)

Constitution of Board

- 3.—(1) There is hereby established a board of trustees called the Native Land Trust Board which shall consist of—

the President of the Republic of the Fiji Islands as President, the Minister as

Chairman, five Fijian members appointed by the Great Council of Chiefs, three Fijian members appointed by the Fijian Affairs Board from a list of nominees submitted by provincial councils to the Fijian Affairs Board, and not more than two members of any race, appointed by the President.

(2) (a) An appointment shall not be made under subsection (1) so that more than one of the appointed members, other than Fijian appointed members, is a person holding an office of emolument under the State.

(b) Appointed members of the Board other than Fijian appointed members shall, unless they die or resign, hold office during the President's pleasure. Fijian appointed members of the Board shall, unless they die or resign, hold office for a period of three years.

(3) At all meetings of the Board, the President or in his absence, the Minister, shall preside. In the absence of the President and the Minister, the members present shall elect one of their number to preside.

(4) (a) Five members shall form a quorum one of whom shall be the person presiding, at least two of the other four shall be Fijians.

(b) Questions before the Board shall be decided by a majority of votes of those present and in the case of equality of votes the person presiding shall have a second or casting vote.

(5) The Board may from time to time make rules as to its own proceedings under this Act and the carrying out of the powers vested in the Board by this Act.

(6) The Board shall be a body corporate with perpetual succession and a common seal and may, in such name, sue and be sued, borrow money and enter into contracts, and may acquire, purchase, take, hold and enjoy real and personal property of every description and may convey, assign, surrender and yield up, charge, mortgage, transfer or otherwise dispose of or deal with or in real or personal property vested in the Board on such terms as the Board thinks fit.

(7) The common seal shall be affixed in pursuance of a resolution of the Board by one member of the Board and the Secretary who shall attest the same.

(8) All courts of law and persons acting judicially shall take judicial notice of the common seal of the Board when affixed to any document and shall presume that it was duly affixed.

(The section was amended by Ordinance 16 of 1943, s. 2; 30 of 1945, s. 3; 29 of 1948, s. 2; 11 of 1959, s. 2; 19 of 1968 s. 3; Legal Notice 112 of 1970.)

Part 2—Control of Native Land

Control of native land vested in Board

4.—(1) The control of all native land shall be vested in the Board and all such land shall be administered by the Board for the benefit of the Fijian owners or for the benefit of the Native Fijians.

(Amended by Act No. 12 of 2002 S. 3)

(2) The Minister may, by notice in the Gazette, appoint for any Division specified in such notice a local committee consisting of the Commissioner as chairman and such other persons as the Minister may select, for the purpose of advising the Board on any matters affecting native land within such Division.
(Amended by Legal Notice 112 of 1970.)

(3) The Commissioner shall report the recommendations of the committee to the Secretary for the consideration of the Board.

(Amended by Ordinance 30 of 1945, s. 5)

Native land alienable only to Board

5.—(1) Native land shall not be alienated by Fijian owners whether by sale, grant, transfer or exchange except to the Board, and shall not be charged or encumbered by native owners, and any native Fijian to whom any land has been transferred heretofore by

virtue of a native grant shall not transfer such land or any estate or interest therein or charge or encumber the same without the consent of the Board.

(2) All instruments purporting to transfer, charge or encumber any native land or any estate or interest therein to which the consent of the Board has not been first given shall be null and void.

Provisions as to transfer of native lands

6. When any native land has been transferred to or acquired by the State a certificate shall be executed in such a form as may be prescribed. Such certificate shall contain a diagram of the land to be comprised therein on such scale as may be prescribed and shall be executed by the Board under seal on behalf of the native owners and by the Director of Lands on behalf of the State. A record of such transfer shall be made in the "Register of Native Lands" kept under the provisions of section 8 of the Native Lands Act.

(Amended by Ordinance 15 of 1945, s. 44.)

Native land not to be alienated save in accordance with Act

7. Subject to the provisions of the State Acquisition of Lands Act, the Forest Act, the Petroleum (Exploration and Exploitation) Act and the Mining Act, no native land shall be sold, leased or otherwise disposed of and no licence in respect of native land shall be granted save under and in accordance with the provisions of this Act.

Alienation of native land by lease or licence

8.—(1) Subject to the provisions of section 9, it shall be lawful for the Board to grant leases or licences of portions of native land not included in a native reserve for such purposes and subject to such terms and conditions as to renewals or otherwise as may be prescribed.

(2) Any lease of or licence in respect of land under the provisions of this Act shall be made out from and in the name of the Board and such lease or licence shall be executed under the seal of the Board.

(Substituted by Ordinance 30 of 1945, s. 6.)

Conditions to be observed prior to land being dealt with by way of lease or licence

9. No native land shall be dealt with by way of lease or licence under the provisions of this Act unless the Board is satisfied that the land proposed to be made the subject of such lease or licence is not being beneficially occupied by the Fijian owners, and is not likely during the currency of such lease or licence to be required by the Fijian owners for their use, maintenance or support.

Form of lease, registration and fees

10.—(1) All leases of native land shall be in such form and subject to such conditions and covenants as may be prescribed, and such leases shall be recorded in a register to be kept by the Registrar of Titles entitled "Register of Native Leases", and it shall be lawful for the Board to charge and collect in respect of the preparation of any lease or for any matter in connection therewith such fees as may be prescribed.

(Amended by Ordinance 30 of 1945, s. 7.)

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

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

Form of licence, registration and fees

11. All licences of native land shall be in such form as may be prescribed, and such licences shall be recorded in a register to be kept by the Board entitled "Register of Licences in respect of Native Land", and it shall be lawful for the Board to charge and collect in respect of the preparation and registration of any licence and for any matter in connection therewith such fees as may be prescribed.

(Amended by Ordinance 30 of 1945, s. 7.)

Consent of Board required to any dealings with lease

12.—(1) Except as may be otherwise provided by regulations made hereunder, it shall not be lawful for any lessee under this Act to alienate or deal with the land comprised in his lease or any part thereof, whether by sale, transfer or sublease or in any other manner whatsoever without the consent of the Board as lessor or head lessor first had and obtained. The granting or withholding of consent shall be in the absolute discretion of the Board, and any sale, transfer, sublease or other unlawful alienation or dealing effected without such consent shall be null and void:

Provided that nothing in this section shall make it unlawful for the lessee of a residential or commercial lease granted before 29 September 1948 to mortgage such lease.

(Substituted by Ordinance 30 of 1945, s. 8; amended by 29 of 1948, s. 3.)

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

(Inserted by Ordinance 35 of 1943, s. 2.)

Rent or fee in arrear in respect of licences

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

Distribution of rents and purchase money

14.—(1) Subject to the other provisions of this section, rents and premiums received in respect of leases or licences in respect of native land shall be subject to a deduction of such amount as the Board may from time to time determine not exceeding 25 per cent of such rent or premium, which shall be payable to the Board as and for the expenses of collection and administration, and the balance thereof shall be distributed in the manner prescribed.

(2) Subject to the other provisions of this section, the purchase money received in respect of a sale or other disposition of native land, shall, after deduction therefrom of any expenses incurred by the Board in respect of such sale or other disposition, be either distributed in the manner prescribed or invested and the proceeds so distributed as the Board may decide.

(3) Before any balance shall be distributed pursuant to the provisions of subsections (1) and (2) the Board shall discharge out of the moneys received—

- (a) any statutory obligation in relation to the land, which by reason of any order of a Court the Fijian owners have been adjudged liable to discharge and have failed to discharge;
- (b) any payment which the Fijian owners, in consequence of such an order as aforesaid have become liable to make in respect of the land, whether by way of payment for works carried out by any statutory body or other competent authority, or otherwise;
- (c) any amount due and unpaid in respect of any drainage rates payable under the provisions of the Drainage Act on the land or on any other native land belonging to the same native owners;
- (d) Any amount due and unpaid in respect of any land rates payable by or under the provisions of the Fijian Affairs Act on the land or on any other native land belonging to the same Fijian owners;

- (e) with the consent of the Fijian owners whether given before or after 4 December 1970 which consent shall operate as an assignment of rents irrevocable until the total amount is paid, any amount due and unpaid in connection with any scheme approved by the Minister for the benefit of the Fijian owners.

(4) In the event of the proceeds of any sale or other disposition of native land being insufficient to discharge in full all the obligations referred to in paragraphs (a) to (e) inclusive of subsection (3), the Board shall in so far as funds permit discharge that obligation which was incurred first and shall then discharge the remaining obligations in sequence according to the date they were incurred.

(5) Where there is any amount due and unpaid in respect of such drainage rates as are referred to in paragraph (c) of subsection (3) which the balance of the moneys received pursuant to subsection (1) is insufficient to discharge or the balance of the rents and premiums arising out of any native land belonging to the same Fijian owners is insufficient to discharge within three years, and the Fijian owners have any other native land which is available for leasing, the Board shall use its best endeavours to lease so much of any other native land belonging to the Fijian owners as it considers will be sufficient to enable such amount to be discharged within three years, or if that is not possible then within such longer period as may be required, being however the shortest possible period.

(6) The following provisions shall have effect with respect to a lease granted under subsection (5):—

- (a) the provisions of section 9 shall not apply in relation to the granting thereof;
- (b) notwithstanding anything contained in any other section of this Act—
 - (i) a lease may be granted with or without the consent of the Fijian owners, whether the land is inside or outside a native reserve;
 - (ii) a lease may be for such purposes and subject to such terms and conditions as the Board thinks fit;
- (c) nothing in this section shall authorise the leasing of land in a native reserve except to a Fijian or to the Land Development Authority;
- (d) subsections (1) and (3) shall apply to such a lease.

(7) Where there is any amount due and unpaid in respect of land rates referred to in paragraph (d) of subsection (3), the Board shall, at the request of the Fijian owners or upon the order of a competent court, use its best endeavours to lease so much of any native land belonging to such Fijian owners as it considers sufficient to enable such amount to be paid and discharged within the shortest possible period.

(8) With respect to a lease granted by the Board under the provisions of subsection (7), nothing in this section contained shall authorise the leasing of land in a native reserve except to a native Fijian or to the Land Development Authority:

Provided that the Board may always, with the consent of the Fijian owners of such land, exclude the land from the reserve in accordance with the provisions of section 17.

(The section was substituted by Ordinance 30 of 1945, s. 9; amended by 13 of 1951, s. 2; 21 of 1961, s. 3; 58 of 1962, s. 3; 11 of 1966, s. 2; 16 of 1970, s. 2.)

Part 3—Native Reserves

Native reserves

15.—(1) It shall be lawful for the Board, by notice in the Gazette, to set aside any portion of native land as a native reserve.

(2) Every such notice in the Gazette shall also be published in a newspaper published in the Fijian language and circulating in the Fiji Islands.

(Substituted by Ordinance 19 of 1968, s. 4; Subsec. (1) amended by Legal Notice 112 of 1970; Subsec. (2) amended by Act 1 of 1978, s. 2.)

Land in native reserve not to be alienated

16.—(1) Subject to the provisions of the State Acquisition of Lands Act, the Forest Act, the Petroleum (Exploration and Exploitation) Act, the Mining Act,

and to the provisions of this section, no land in any native reserve shall be leased or otherwise disposed of.

(2) Leases or licences may with the consent of the native owners be granted by the Board to native Fijians in accordance with regulations made under section 33.

(3) Leases may with the consent of the Fijian owners be granted by the Board to the Land Development Authority as if it were a native Fijian, in accordance with the aforesaid regulations and subject to the following conditions:—

- (a) no land leased under this subsection shall be transferred, sublet or in any other manner disposed of by the Land Development Authority except to a native Fijian;
- (b) no lease shall be granted under the provisions of this subsection in respect of any land which is in use by, or required by, or likely to be required by the Fijian owners or any member of the land owning unit or dependant of such member during the currency of the lease for the use, maintenance or support of members of the land owning unit or to enable it or its members to fulfill obligations under native custom or under any regulations made under the Fijian Affairs Act;
- (c) whenever the consent of Fijian owners is necessary under this or any other section of this Act, such consent shall be obtained by the Board in such manner and after such consultation with the Fijian owners, and shall be signified by the Fijian owners in such manner, as may be prescribed by regulations made under section 33, or in default of any such regulations as the Board may consider appropriate.

(Substituted by Ordinance 58 of 1962, s. 4.)

Exclusion of land from native reserve with consent of native owners

17.—(1) The Board may, upon good cause being shown and with the consent of the native owners of the land, exclude either permanently or for a specified period any portion of land from any native reserve.

(Substituted by Ordinance 19 of 1968, s. 5.)

(2) Every such exclusion as aforesaid shall be published in the Gazette and in a newspaper published in the Fijian language and circulating in the Fiji Islands.

(Substituted by Ordinance 19 of 1968, s. 5; amended by Act 1 of 1978, s. 2.)

(3) When any native land has been excluded from a native reserve for a specified period such land shall upon the expiration of such period resume the same character and incidents as were attached to it before its exclusion from the native reserve.

Power of the President to set aside land as native reserve

18.—(1) If the President is satisfied that the land belonging to any mataqali is insufficient for the use, maintenance or support of its members it shall be lawful for the President by proclamation to set aside such State land, or land acquired for or on behalf of Fijians by purchase, as in his opinion may be required for the use, maintenance or support of such mataqali. Any area so set aside shall be deemed to be a native reserve.

(Amended by Ordinance 29 of 1948, s. 4; Legal Notice 112 of 1970.)

(2) Any land set aside under the provisions of subsection (1) shall be fully described in the proclamation by stating the boundaries and area thereof and the name of the mataqali or other division or subdivision of the natives for whose use, maintenance or support such land is set aside, and such proclamation shall be published in the Gazette and in a newspaper published in the Fijian language and circulating in the Fiji Islands.

(Amended by Act 1 of 1978, s. 2.)

Part 4—Extinct Mataqali Lands

Extinct mataqali lands to vest in the Board

19.—(1) If any mataqali shall cease to exist by the extinction of its members its land shall vest in the Board to be allotted to the qali of which it was a part or other division of the people which may apply for the same or to be retained by the Board or dealt with otherwise upon such terms as the Board may deem expedient.

(Amended by Decree No. 14 of 2000 S. 3. (a)(i)(ii), Act No.12 of 2002 S. 4 (a)(i)(ii))

(2) A report to the Board under the hand of the Chairman of the Native Lands Commission appointed under the Native Lands Act or of the Commissioner that a mataqali has ceased to exist by the extinction of its members and describing the lands which in consequence of such extinction vest in the Board under subsection (1) shall be evidence that the mataqali is extinct.

(Amended by Decree No. 14 of 2000 S. 3 (b), Act No. 12 of 2002 S. 4 (b))

(3) At any time after a report referred to in subsection (2) has been received the Board shall direct a notice in the form prescribed to be published in the Gazette and in a newspaper published in the Fijian language and circulating in the Fiji Islands, and a copy of such notice shall be sent as soon as possible by the Board through the Commissioner to the roko tui of the province in which any part of the land is situated.

(Amended by Act 1 of 1978, ss. 2 and 3.)

(4) If any person desires to show that the mataqali has not ceased to exist by reason of the extinction of its members, he may, within three months of the date of publication of the notice in the Gazette and in a newspaper published in the Fijian language and circulating in the Fiji Islands, give notice of objection in writing to the Board setting out particulars of any members of the mataqali alleged to be still surviving. Upon receipt of such notice of objection the Board shall cause such investigation to be made as it may consider necessary.

(Amended by Act 1 of 1978, s. 2.)

(5) If the Board after such investigation is of the opinion that the objection to declaring the mataqali extinct is not well founded, the Board shall cause the Commissioner to send notice by post to the person who has given notice of objection in writing and also to the roko tui of the province in which any part of the land is situated informing them that the objection is disallowed.

(Amended by Act 1 of 1978, s. 3.)

(6) If no notice of objection as provided for in subsection (4) is received by the Board, or if such objection having been duly made is disallowed, the Board may make an order in the form prescribed and such order shall on presentation to the Registrar of Titles be filed by him and the land shall be deemed to be a native land for all purposes.

(Amended by Decree No. 14 of 2000 S. 3 (c), Act No. 12 of 2002 S. 4 (c))

Allotment of extinct mataqali lands

19A. (1) A copy of the order, by the Board under section 19(1) allotting or otherwise dealing with land vested in the Board under that section must be sent by the Board to the Native Land Commission which must register the allotment or dealing in the Register of Native Lands kept by the Commission.

(2) Until an allotment of or other dealing with extinct *mataqali* land is made under section 19(1), all income arising from leases and other dealings with unallotted extinct *mataqali* land (less not more than 15% for administration costs of the Native Land Trust Board), must be paid to the Fijian Affairs Board and used exclusively for the benefit of the native Fijians in a manner and for purposes approved by the Minister on the advice of the Great Council of Chiefs.

(3) In exercising its powers under this section or section 19(1), the Board must comply with any procedures prescribed in the Native Land (Native Reserves) Regulations.

(Inserted by Decree No. 14 of 2000 s. 4, Substituted by Act No. 12 of 2002 s. 5)

Transfer of leases

19B.—(1) Where a lease of any land was granted to any person by the Director of Lands under section 19(1) of this Act before 30th November, 2000 —

- (a) the Director of Lands is replaced by the Board as lessor for all purposes; and
- (b) the income from the lease must be dealt with in accordance with section 19A(2) of this Act,

but otherwise the terms and conditions of the lease remain as before. .

(2) All leases, deeds and instruments issued by the Director of Lands in respect of any land allotted or otherwise dealt with under section 19(1) of this Act before the 30th November, 2000 and current at that date shall, until their expiry or earlier termination in accordance, with their terms and conditions, be deemed to have been issued by the Board and governed by this Act.

(Inserted by Decree No. 14 of 2000 s. 5, Substituted by Act No. 12 of 2002 s. 6)

Transfer of contracts etc.

19C.—(1) All contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings which—

- (a) were entered into by or made with and addressed to the Director of Lands (whether alone or with any other person);
- (b) were, in force as at 30th November, 2000 ; and
- (c) relate to land allotted or dealt with under section 19(1) of this Act before 30th November, 2000,

are binding and enforceable by or against the Board after 30th November, 2000.

(2) All documents or instruments brought into existence for the purpose of evidencing, recording or effecting the matters referred to in subsection (1) relating to the transfer of such property from the Director of Lands to the Board or the vesting of any such property in the Board are exempt from stamp duty under the Stamp Duties Act and that Act does not—

- (a) apply to any agreement or instrument brought into existence for the purpose of recording, evidencing or effecting any transfer of such property from the Director of Lands to the Board or the vesting of any such property in the Board;
- (b) operate to impose or attract any duty, fine, penalty or assessment required or necessary to give effect to the purpose of this Act.

(3) Nothing in the State Acquisition of Lands Act, Forests Act, Land Sales Act, Land Transfer Act or any other written law invalidates or affects any mortgage, transfer, bill of sale or security given or made to the Director of Lands to which the Board is entitled to under this Act.

(Inserted by Decree No. 14 of 2000 s. 6, Substituted by Act No. 12 of 2002 s. 7)

Land titles

19D (1)The Registrar of Titles must, upon application and lodgement for registration made by the Board, make necessary entry on a certificate of title, mortgage, lease or other

instrument or document under his or her custody or control as a result of the vesting in the Board of lands owned by extinct *mataqali*, under section 19 of this Act as amended by the Native Land Trust (Amendment) Act No. 12 of 2002, and the Board must notify the holder of the certificate of title, mortgage, lease, instrument or document to produce it to the Registrar of Titles for that purpose.

(2) The Registrar of Titles must, upon application and lodgement for registration made by the Board, make any other memorial or entry in any public record that is necessary or expedient to record the vesting of such land in the Board under this Act as amended by the Native Land Trust (Amendment) Act No. 12 of 2002.

(Inserted by Decree No. 14 of 2000 s. 7, Substituted by Act No. 12 of 2002 s. 8)

Actions etc. not to abate

19E. —(1) As at 30th November 2000, any action, arbitration or proceeding pending by, against, or in favour of the Director of Lands, does not abate and is not discontinued or in any way prejudicially affected by this Act but may be prosecuted, continued and enforced by, against or in favour of the Director of Lands or the State as the case may be.

(2) For the avoidance of doubt, neither the Board nor the native owners are liable in any way whatsoever in respect of any cause of action which may accrue or has accrued (whether or not legal proceedings have begun) before 30th November 2000 in respect of extinct *mataqali* lands vested in the Board by virtue of this Act.

(Inserted by Decree No. 14 of 2000 s. 8, Substituted by Act No. 12 of 2002 s. 9)

Part 5 —Power of Entry and Service of Process

Powers of entry of Minister on native land for execution of certain works

- 20.**—(1) Any Minister subject to the provisions of subsection (2) may at any time—
- (a) enter upon any native land, and take therefrom stone and other materials for the making or repairing of roads, railways, canals, water channels, or other public works whether of the like kind or not;
 - (b) enter upon such land for the purpose of setting up poles and carrying electric, telegraph or telephone lines across such land, and laying sewers, water pipes, electric, telegraph or telephone lines therein, and for maintaining or affording access to any such works and to any other works of a public nature;
 - (c) enter upon such land and there do any work which he may consider necessary for maintaining or improving the flow of water in any river, stream, spring, lake or swamp and for that purpose may construct dams and divert any river, stream, spring, lake or swamp;
 - (d) by writing under his hand authorise officers in the service of the Government of the Fiji Islands, and of any local authority duly established by any Act in force in the Fiji Islands and any contractors employed by such officers, to exercise any of the powers conferred upon a Minister by this section. Any authority granted under the provisions of this paragraph shall be deemed to include the assistants, servants or agents of the officers or contractors to whom such authority is granted.

(Amended by Legal Notice 112 of 1970.)

(2) Compensation shall be payable in respect of anything done under this section for loss or disturbance and for the fair value of buildings and crops destroyed or damaged, and, in any case where the usefulness of any land for agricultural purposes is impaired by anything so done, compensation in respect thereof shall be payable and for this purpose the provisions of section 40 of the Constitution shall apply.

(Amended by Legal Notice 112 of 1970.)

[(3) ***** (Repealed by Legal Notice 112 of 1970.)]

[(4) ***** (Repealed by Legal Notice 112 of 1970.)]

Power to enter and inspect land and premises

21. Any member of the Board and any person acting under its directions or any servant of the Government shall for any purpose relating to this Act have power at all times to enter upon any native land or to enter any premises or place on such land and there to make such inspection, examination and inquiry and to call for such information as may be necessary for carrying into effect any of the provisions of this Act.

Service of process on Board

22.—(1) Service on the Board of all legal processes and notices shall be effected by service on the Secretary.

(2) Any costs incurred by or damages awarded against the Board in connection with any legal proceedings shall be paid out of the funds of the Board.

(Section amended by Ordinance 30 of 1945, s. 11.)

Proceedings to be brought in name of Board

23.—(1) All actions, suits and proceedings respecting native land or respecting any lease, licence or permit relating thereto, or respecting the breach of any covenant contained in any such lease, licence or permit or respecting any trespass on such land, or any damages accruing by reason of such trespass or for the recovery of any rents or fees, or relating to any damage or wrong whatsoever in respect of such land, may be commenced, prosecuted and carried on in the name and title of the Board.

(2) In any such action, suit or proceeding the Board may be represented by any legal practitioner or by any officer or servant of the Board duly authorised in that behalf.

(Amended by Ordinance 30 of 1945, s. 12.)

Service of notices, etc.

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

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

Publication of notices, etc.

25.—(1) Any order, notice or other document required by this Act, or any regulation made thereunder to be published, may, when no particular method is provided or indicated, be published, by affixing a copy in the Commissioner's office and in some other public or conspicuous place or situation in the area concerned, and, where it is deemed necessary, by publishing it in the Gazette.

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

(3) Any person who, without lawful cause of excuse, tears, defaces, alters, injures or removes any notice so affixed, shall be guilty of an offence against this Act and shall be liable to a fine of \$20.

(Amended by Ordinance 2 of 1945, s. 126.)

Penalty

26. Every omission or neglect to comply with and every act done, or attempted to be done, contrary to the provisions of this Act or of any regulation or order made thereunder, or in breach of the conditions and restrictions subject to or upon which any licence or permit has been issued, shall be deemed to be an offence

against this Act, and for every such offence for which no penalty is specially provided the offender shall be liable to a fine of \$100 or to imprisonment for six months or to both such fine and imprisonment.

(Amended by Ordinance 2 of 1945, s. 126.)

Unlawful occupation of native land

27. Any person who is found to be in unlawful occupation of any native land shall be liable to immediate eviction and to a fine of \$100 or to imprisonment for six months or to both such fine and imprisonment.

(Amended by Ordinance 2 of 1945, s. 126.)

Obstruction of officers

28. Any person who refuses to permit any duly authorised officer or his representative to carry out any of the powers conferred by section 21, or obstructs or hinders any such officer or his representative in the execution of his duty under this Act, or fails to give any required information, or furnishes false information to such officer or to his representative, shall be guilty of an offence against this Act.

Penalty for false declaration

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

Appointment of officers

30. The Board may appoint a Manager, a Secretary and such other officers, inspectors, clerks and servants as may be necessary to carry out the provisions of this Act. The Manager shall be the senior executive officer of the Board and shall be responsible to the Board for carrying out of the Board's policy and instructions.

(Substituted by Ordinance 39 of 1945, s. 13; amended by 58 of 1962, s. 4.)

Cost of administration to be paid by the Board

31. The cost of the administration of this Act shall be paid out of the funds of the Board.

(Inserted by Ordinance 30 of 1945, s. 14.)

Proceedings not to be invalidated by reason of vacancy

32. No act or proceeding of the Board under this Act shall be invalidated in consequence of there being a vacancy in the number of the Board at the time of such act or proceeding.

(Inserted by Ordinance 58 of 1962, s. 5.)

Part 6 —Regulations and Miscellaneous Provisions

Regulations

33. The Minister may make regulations not inconsistent with this Act prescribing all matters which are required or are permitted to be prescribed or which are necessary or convenient to be prescribed for carrying out or giving effect to this Act, and for prescribing the fees to be paid for any matter or thing done under this Act, and more particularly for all or any of the following purposes:—

- (a) controlling the occupation and the use of native land;
- (b) regulating the reconditioning of any native land and for such purposes prohibiting and regulating the occupation of any areas therein;
- (c) regulating generally the conservation of any area of native land;
- (d) regulating any matters relating to the tenure of land as between Fijians on native land;
- (e) regulating the grant and form of leases in respect of native land and all matters relating thereto;
- (f) regulating the issue of licences on native land in respect of—

- (i) cattle grazing rights;
 - (ii) removal of timber, forest produce, sand, lime, and common stone;
 - (g) prescribing the form and term of licences and occupation permits and the conditions upon and subject to which such licences and permits may be issued;
 - (h) the production of trees and forest produce on land not within a reserved forest within the meaning of the Forest Act, and for regulating the felling or removal of all forest produce;
 - (i) the definition of boundaries and maintenance of boundary marks;
 - (j) surveys and plans;
 - (k) prescribing the manner in which certified copies of or certificates in respect of lost licences or permits may be issued and the fees therefor;
 - (l) prescribing the manner in which registers shall be kept;
 - (m) the forfeiture of unclaimed deposits.
- (Amended by Ordinance 35 of 1943, s. 3; Legal Notice 112 of 1970.)

State rights

34. Save as is expressly provided in this Act, nothing herein contained shall affect prejudicially any right, power, privilege or exemption of the State.

Board may hold other property as trustee

34A. The Board may hold in its name as trustee any property, real or personal, for the benefit of Fijian owners whether such property shall have been acquired by purchase, lease or exchange.

(Inserted by Ordinance 19 of 1968, s. 6.)

Rotuma not within scope of Act

35. This Act shall not apply to Rotuma.

Saving

36.—(1) Any proclamation, order in council, notification, document, licence, lease, certificate, or authority issued, made, given or granted before 7 June 1940 under the Native Lands Ordinance 1905² or the Native Lands (Occupation) Ordinance 1933³ shall continue in force as if it had been issued, made, given or granted under this Act.

(2) Every such lease or licence continued in force as aforesaid shall in all respects be subject to the provisions of this Act:

Provided that the provision of section 12 of this Act and of any regulations made hereunder shall not apply to any such lease granted for a term of nine hundred and ninety nine years.

(Inserted by Ordinance 16 of 1945, s. 2.)

Controlled by Department of Fijian Affairs, Office of the Prime Minister

² The Native Lands Ordinance 1905 was partially repealed by this Act

³ The Native Lands (Occupation) Ordinance 1933 was repealed by this Act.

CHAPTER 134

NATIVE LAND TRUST

SECTION 33—NATIVE LAND (FOREST) REGULATIONS ⁴*Regulations 11 August 1943,*TABLE OF PROVISIONS
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7. Number of licences may be limited
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Part 1—Preliminary

Short title

1. These Regulations may be cited as the Native Land (Forest) Regulations.

⁴ These Regulations were made through Regulations of 11th August 1943 and subsequently amended by Regulations of 18th May 1948, 19th June 1951, 25th April 1953

Interpretation

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

- "Conservator" means the Conservator of Forests;
- "converted timber" means wood which has been cut, sawn, hewn, split, shaped or fashioned into pieces intended for use for any purpose other than as fuel;
- "exempted round timber" means round timber from a tree not included in class A, B, C or D of the First Schedule which has been exempted from the payment of royalty at the standard rate by or with the authority of the Conservator and is chargeable at a special low royalty rate with a view to encouraging its use;
- "firewood" for the purpose of the assessment of royalty or other charge thereon under these Regulations, means timber suitable only for consumption as fuel, or timber lawfully cut for consumption as fuel and used, or, in the opinion of the forest officer levying the said royalty or other charge, intended to be used, for no other purpose;
- "forest officer" means a forest officer appointed under the Forest Act;
- "forest produce" includes timber, firewood, charcoal, gum, wood oil or bark;
- "Form" means a form in the Third Schedule;
- "pole" means any section cut from a tree, and having a girth of less than three feet at its larger end, which has not been further prepared for use than by removal of bark and projecting branches;
- "round timber" means any section cut from a tree, and having a girth of not less than three feet at its larger end, which has not been prepared for use otherwise than by removal of bark and branches and either rough squaring or longitudinal division into not more than four pieces in order to facilitate transport or conversion;
- "timber" includes trees when they have fallen or been felled and all wood whether cut up or fashioned or hollowed out for any purpose or not;
- "tree" includes any root, stump, stem, branch, brushwood, palm, cane, climber and creeper.

Part 2—Taking of Forest Produce

Licence to cut forest produce, etc.

3. Except as provided in regulation 17, no person shall, on native land—

- (a) fell, cut, ring, lop, tap or injure by fire or otherwise any tree;
- (b) cut, convert, manufacture, or burn to charcoal any timber; or
- (c) cut, collect or remove any forest produce,

except under and in accordance with a licence in Form 1, 2 or 3, or of a licence in such other form as the Board may approve in any special circumstances or for any particular class of produce. No licence thus issued shall be transferable.

Duration of licence

4. Licences in Form 1 shall be issued by the Board and may thereafter be renewed by the Conservator for any period not exceeding six months in each case and shall be subject to such conditions as the Board may consider it necessary either generally or specifically to impose.

Deposit

5.—(1) Before the issue of any licence the applicant therefore shall, if the Conservator or other officer duly appointed by the Board in that behalf shall so require, deposit with such officer such sums of money as such officer may require; and on default being made in payment at the prescribed time of any moneys due as royalty or otherwise in respect of such licence, the said officer may withdraw from the sum deposited as aforesaid the sum so due, and may order the licensee to re-deposit an equivalent sum within a period of not less than five days from receipt of such order and in the event of failure of the licensee to comply with such order may cancel the licence.

(2) Should a licensee hold more than one licence any money deposited in his name for the purposes referred to in paragraph (1) shall be deemed to have been deposited in respect of all such licences and any portion of it may be withdrawn to meet any liability incurred under any or all of such licences.

Sub-licence

6. When a holder of a licence in Form 1 employs workmen for the purposes of

his licence, there may be issued, at the discretion of any officer empowered by the Board in that behalf, a sub-licence in Form 4 for every workman so employed. No such sub-licence shall be transferable or be for a period exceeding three months or shall remain in force after the determination of the licence under which it was issued.

Number of licences may be limited

7. The Board may, in its discretion, limit the number of licences to take forest produce within any area specified by it; and may cause to be sold by public auction or tender the right to cut or collect and remove forest produce under licence on and from any area specified by it, subject to such conditions as it may in each case impose.

Royalties

8.—(1) All forest produce cut, sawn, converted, collected or removed under a licence in Forms 1 or 2 shall be liable to royalty at the rate laid down in the royalty rate list in the Second Schedule:

Provided that—

- (a) no royalty shall be payable on any such produce—
 - (i) which, not having been removed from the area to which the licence refers, may be declared by a forest officer empowered, by the Conservator in that behalf to be unsaleable by reason of its quality and situation;
 - (ii) which has been taken under a licence issued to a member of a mataqali or other land-owning unit within land owned by that land-owning unit where it is stipulated in writing by the chief of the mataqali or other land-owning unit that royalty under the said licence may be waived;
- (b) The Conservator or any forest officer empowered by him in that behalf may reduce or commute the royalty—
 - (i) on forest produce which on the report of a forest officer he may adjudge to be of inferior quality;
 - (ii) subject to the previous approval of the Board and for a period not exceeding one year, on any kind of produce the removal of which it appears to him desirable to expedite or which is so situated as to render its removal specially difficult or costly;
 - (iii) with the general or special approval of the Board on forest produce removed under a licence in Form 1 in consideration of a monthly payment by the licensee of a premium representing commuted royalty.

(2) Notwithstanding the provisions of paragraph (1), guava on native land in the province of Tailevu shall not be liable to royalty.

(Inserted by Regulations 25 April 1953.)

Restriction on issue of licence to cut or collect produce

9. Licences in Forms 2 and 3 to cut or collect and remove any class of forest produce may not be issued in respect of any area over which a licence in any other form for the same class of produce is in force.

Licences to cut or collect, etc., any produce

10. Except as provided in regulation 9, licences in Form 3 may be issued by or under the authority of the Conservator to cut, manufacture or collect and remove any forest produce for any period not exceeding six months on payment of a monthly fee at the rate laid down in the royalty rate list in the Second Schedule, or such lower rates as the Conservator may from time to time in special circumstances authorise. Every such licence shall be personal to its holder and shall not extend to any person employed by him.

Licence to cut and collect fixed quantity of produce

11. Except as provided in regulation 9, licences in Form 2 may be issued by or under the authority of the Conservator to cut or collect and remove a fixed quantity of any forest produce on prepayment of royalty at the rate or rates laid down by or in accordance with regulation 8.

Restriction on size of trees to be cut

12. Except with the authorisation of the Conservator no person shall fell on native land any tree specified in class A, B, C or D of the First Schedule having a girth less than the minimum prescribed in that Schedule nor shall he convert into firewood or charcoal any part of any tree so specified that in the opinion of a forest officer is suitable for conversion into saleable timber.

Payment of royalty

13. Royalty accrued due under these Regulations shall be payable at such times and place and in such manner as may be specified in the licence, or if no time, place or manner of payment be so specified then on demand made by any forest officer.

List of persons engaged in cutting to be posted

14. The person in charge of every body of persons living or working together in any occupation having for its object the cutting or removal of timber or forest produce under a licence issued under these Regulations shall cause a working board containing a full and correct list of all persons so employed or engaged, to be exhibited in a conspicuous place in the main entrance to the house or workshed, and every person whose name is contained in the said list shall be provided with a licence or sub-licence.

Firewood

15. Head-loads of firewood may be collected from dead or fallen trees on native land and removed without licence:

Provided that if they are collected in or removed to any place hereafter notified in the Gazette a licence shall be taken out and royalty shall be payable at the rates for the time being prescribed for such produce.

Board may restrict cutting

16. The Board may for any reason, without prejudice to existing rights, prohibit or restrict the cutting or removal of any forest produce by any particular person or class of persons within any specified area of native land for such time as it may deem necessary.

Saving

17.—(1) Subject to the succeeding paragraphs, nothing in these Regulations shall be deemed to affect any native fishing and hunting rights established by native custom or to prohibit the cutting and removal from native land by any Fijian of any timber, reeds or other forest produce, which may be necessary for the construction or repair of a dwelling-house for the permanent abode of himself and his family, for the construction of temporary huts on any land lawfully occupied by him, for the upkeep of his fishing stakes and landing places, for firewood to be consumed for domestic purposes or for the construction and upkeep of any work for the common benefit of the native inhabitants of his village.

(2) Except with the general or special permission of the Conservator no person shall be permitted under paragraph (1) to cut or remove any form of forest produce in a locality outside the district in which he ordinarily resides, nor may any tree specified in class A, B, C or D of the First Schedule be felled under the aforesaid paragraph solely for removal of its bark or felled or converted in contravention of the limitations prescribed by regulation 12.

(3) Subject to the limitation in paragraph (2), forest produce for the purposes stated in paragraph (1) may be taken free by individuals for their own use or for the use of others entitled to the same privilege:

Provided that where free and voluntary assistance is not available there may be issued at the discretion of a forest officer empowered by the Conservator in that behalf a free permit authorising the employment of paid labour for the cutting and collection of such produce. Forest produce cut and removed by a person licensed under regulation 3 is subject to royalty except as provided for in sub-paragraph (a) of paragraph (1) of regulation 8.

Part 3—General

Penalty

18. Any person who commits a breach of these Regulations shall be liable to a fine of \$100 or to imprisonment for six months or to both such fine and imprisonment.

Licence to be carried

19. The person named in any licence or sub-licence issued under these Regulations shall keep the same upon his person while at work, and at other times have it in his possession or at his workshed or his usual place of residence.

Control of forest produce in transit

20. All forest produce cut or collected under licence in Form 1 shall, as soon as it reaches a public thoroughfare or is removed beyond the boundaries of the area to which the licence refers, be subject to such regulations for the control of forest produce in transit as may from time to time be imposed under the Forest Act or any Act replacing the same.

Distribution of royalties

21. Ten per cent shall be deducted as and for the expenses of collection and administration from all sums of money received as royalties on forest produce taken under licence in Form 1 on native land and shall be paid into the Consolidated Fund. The balance of royalty remaining shall be paid through the Commissioner of the Division to the appropriate Fijian authority for distribution by him:

Provided that in the case of royalties not exceeding the sum of \$2 on forest produce taken under licence in Form 2 or 3 the whole amount, without deduction, shall be paid, on behalf of the mataqali or other land-owning unit who shall sign an acknowledgment in the appropriate place on the licence.

FIRST SCHEDULE*(Regulation 12)***TREES PROTECTED****UNDER REGULATION 12**

Preferred name	Alternative name	Minimum felling girth	Metric Conversion (M)
	CLASS A.		
Yaka		4 ½ feet	1.3716
	CLASS B.		
Bauka		4 ½ feet	1.3716
Bausomi		4 ½ feet	1.3716
Boca		4 ½ feet	1.3716
Buabua		4 ½ feet (1½ feet)*	1.3716(0.4572)
Dabi	Legilegi	5 feet	1.704
Rosarosa	Drugadruga, Moivi, Rogi, Savai, Savairabuludamu, Vaudamu.	5 feet	1.704
Rosawa		5 feet	1.704
Sagali		3 feet	0.9144
Vesi		6 feet	1.8288
Vesida		6 feet	1.8288
	CLASS C.		
Amunu	Kausolo, Dautabua	4 ½ feet	1.3716
Bauvudi		4 ½ feet	1.3716
Cevua		1 ½ Feet (3 feet)*	0.4572 (0.9144)*
Dakua Makadre		6 feet	1.8288
Dakua Salusalu		6 feet	1.8288
Damanu		4 ½ feet	1.3716
Dilo		6 feet	1.8288
Sacau		4 ½ feet	1.3716
Vaivai		4 ½ feet	1.3716
Vuga		4 ½ feet	1.3716

Yaro		1 ½ feet	0.4572
Yasiyasi	Yasidamu, Yasidravu, Yasivula	4 ½ feet	1.3716
	CLASS D.		
Cibicibi		4 ½ feet	1.3716
Dawa		4 ½ feet	1.3716
Dogo		1 ½ feet	0.4572
Doi		3 feet	0.9144
Kaudamu	Male, Vavaloa	4½ feet	1.3716
Kaudaro		4 ½ feet	1.3716
Kaunicina	Didi, Yagai	4 ½ feet	1.3716
Kauvula	Lekutu. Vulavula	4 ½ feet	1.3716
Kuasi	Baukiwaqa. Kasi	4 ½ feet	1.3716
Laubu		3 feet	0.9144
Masiratu		4 ½ feet	1.3716
Mavota		4 ½ feet	1.3716
Nokonoko	Qaro, Nakure	3 feet	0.9144
Tarawau		4 ½ feet	1.3716
Vetau		4 ½ feet	1.3716

*In Vanua Levu the figure in brackets shall apply.

Note—The minimum felling girth will be measured at 1.3716 meter above the ground on the side of the tree where the ground is highest or, in the case of trees buttressed above this height, immediately above the buttresses.

SECOND SCHEDULE⁵

(Regulation 8)

ROYALTY RATE LIST

	Royalty \$ c
1. Timbers per 100 superficial feet—	
(a) Timbers from trees of Class A in the First Schedule—	
Converted.....	.50
Round25
(b) Timbers from trees of Class B in the First Schedule—	
Converted.....	.30
Round15
(c) Timbers from trees of Class C in the First Schedule—	
Converted.....	.25
Round.....	.12
(d) Timbers from trees of Class D in the First Schedule—	
Converted15
Round08
(e) Other timbers (except Sandalwood)—	
Converted.....	.10
Round05
Exempted Round Timber.....	.03

⁵ This Schedule was substituted by Regulations of 18th May 1948 and amended by Regulations of 19th June 1951

2. Poles per 30.48 linear meters—
 - (a) Buabua—all sizes..... .50
 - (b) Sagali—all sizes40
 - (c) Any species other than Bamboo, Sagali and Buabua—
 - Girth 0.6096 m. but less than 0.9144 m. at th base... .30
 - Girth 0.3048 m. but less than 0.6096 m. at the base.... .25
 - Girth 0.1016 m. but less than 0.3048 m. at the base .15
 - Girth under 0.1016 m. at the base..... .05
3. Firewood—
 - (a) Mangrove per 15.24 cubic meters stacked15
 - (b) Other species per 15. 24 cubic meters stacked..... .10
 - (c) Monthly licence for domestic firewood supply per household .10
4. Charcoal per sack of not more than 45kg..... .05
5. On all forest produce not already specified in this Schedule there shall be charged royalty and fee at the rate of 5 per cent respectively of the sale value calculated in accordance with the rates of sale value for such produce notified from time to time in the Gazette.

THIRD SCHEDULE

FORM 1

LICENCE TO TAKE FOREST PRODUCE ON LEDGER ACCOUNT

(Regulation 3)

(Not transferable)

Issued under the Native Land (Forest) Regulations

No. of licence:

This licence authorises _____ of _____ to take within the area described below and delineated by a red outline on the attached plan subject to the following conditions and to the provisions of the Native Land (Forest) Regulations.

District	Mataqali	Lot No.	N.L.C. Sheet No.
----------	----------	---------	------------------

CONDITIONS

1. Minimum labour force of _____ men to be employed.
2. Produce to be taken for measurement and check to:
3. Royalty to be paid at _____ monthly before the _____ day of the month,
4. Boundaries of the area and of such sub-divisions of it as the Divisional Forest Officer may deem necessary to be demarcated and kept clear by the licensee; and work to be confined to such sub-divisions as the Divisional Forest Officer may from time to time lay down.

Date of issue:

Date of first expiration:

The Common Seal of the Native Land Trust Board was hereunto affixed in pursuance of a resolution of the Board by and in the Presence of:—

Member of the Board
Secretary

[Regulation 11, 16, 17 and 18 are to be printed at the back of this licence.]

FORM 2

LICENCE TO TAKE FOREST PRODUCE ON PREPAYMENT
OF ROYALTY

(Regulations 3 and 11)

(Not transferable)

Issued under the Native Land (Forest) Regulations

No. of licence:

This licence authorises _____ of _____ to take within the locality
hereunder specified such forest produce as is hereunder specified and on which
royalty has been prepaid. Kind of produce _____. Royalty
rate _____. Amount received _____ District _____,

Mataqali _____. Lot No. _____

N.L.C. Sheet No. _____

Date of issue: _____

Date of expiration: _____

Forest Officer

[Regulations 12, 18, 19, and 20 are to be printed at the back of this licence.]

FORM 3

LICENCE TO TAKE FOREST PRODUCE ON PAYMENT OF A MONTHLY
FEE

(Regulations 3 and 10)

(Not transferable)

Issued under the Native Land (Forest) Regulations

No. of licence:

This licence authorises _____ of _____ to take within the locality hereunder specified such
forest produce as is hereunder described during a period
of _____ months from the date hereof subject to the
provisions of the Native Land (Forest) Regulations.

District . Mataqali _____. Lot No. _____

N.L.C. Sheet No. _____

Date of issue: _____

Date of expiration: _____

Forest Officer

[Regulations 12, 18 and 19 are to be printed at the back of this licence.]

FORM 4

SUB-LICENCE UNDER LICENCE No. _____

(Regulation 6)

(Not transferable)

No. of sub-licence:

This sub-licence authorises _____ of _____ to take, as agent of the
holder of Licence No. _____ and subject to the terms thereof, such forest
produce as is described in the said licence.

Issued free.

Date of issue: _____

*Date of expiration: _____

Forest Officer

*Not more than three months after the date of issue.

SECTION 33 —NATIVE LAND TRUST (GRAVEL) REGULATIONS ⁶*Legal Notice No. 9 of 1998*

TABLE OF PROVISIONS

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8. Gravel Regulations
9. Board may cancel Licence
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Part 4—Miscellaneous

11. Royalty rates Schedule
12. Rights of native owners
13. Penalty
14. Distribution of Royalties

Part 1—Preliminary

Short title and commencement

1. These regulations may be cited as the Native Land Trust (Gravel) Regulations and shall come into force on the first day of January 1998.

Interpretation

2. In these regulations, unless the context otherwise require:
"gravel" includes sand and gravel, clay, soil, rock, top soils or river spalls.

Part 2—Application and grant of Licence

Licences

3. Notwithstanding regulation 10, no person shall, on native land, remove any gravel unless licensed.

Application for Licence

4. A person may apply to the Board in writing for a licence to remove gravel.

Grant of Licence

5. The Board may grant a licence in a form prescribed in the Schedule, subject to conditions as it thinks fit, for a period not exceeding 24 months;

⁶ These Regulations were made through Legal Notice No. 9 of 1998 and subsequently amended by Supplementary Gazette No.2 of 1998 and Gazette No. 108 of 2003.

Part 3—Conditions for the use of Licence granted

Restriction on Transfer of Licence

6.—(1) A licensee shall not alienate or deal with the land or any part thereof specified in the licence whether by sale, transfer, sub-licence or in any other manner without the consent of the Board being first obtained.

(2) Any alienation, dealing, sale, transfer or sub-licence without the consent of the Board is null and void.

Board may restrict extraction

7. The Board may for any reason, without prejudice to existing rights; prohibit or restrict the extraction or removal of any gravel produce by any particular person or class of persons within any specified area of native land for such time as it may think necessary.

Gravel Regulations

8.—(1) The Board may, before granting a licence under Regulation 5, require the applicant to deposit with the Board sums of money as security for payment of gravel royalty.

(2) Where the licensee fails to pay the gravel royalty when it becomes due and payable, the Board may use any money deposited under sub-regulation (1) as payment of gravel royalty.

(3) Where the Board uses any money deposited under sub-regulation (1) as payment for gravel royalty, the Board may require the licensee to redeposit the equivalent amount deducted from the deposit or order payment of other amount of not less than the original deposit.

(4) If the licensee fails within seven days or other period specified by the Board from the receipt of the notice to replenish the deposit or pay such other higher amount as deposit, the Board may cancel the licence.

(5) Where a licensee holds more than one licence, the amount deposited under sub-regulation (1) is regarded as deposit for all the licences the licensee holds and the Board may withdraw any portion of it for any liability incurred under any or all of the licences.

Board may cancel licence

9. The Board may cancel a licence if—

- (a) part of the advance payment of royalties reserved remains unpaid for one month after becoming due and payable whether formally demanded or not; or
- (b) the licensee fails to comply or fulfil any condition or terms either expressed or implied or within a reasonable time fails to remedy any breach of agreements or condition which in the opinion of the Board is capable of being remedied. Provided that the licensee shall be notified in writing of the breach of agreement or condition; or
- (c) the licensee does an act or omission that amounts to a breach of an express or implied condition or term of the licence that is capable of being remedied; or
- (d) whether the licensee voluntarily or compulsorily is liquidated or makes any assignment for the benefit of or enter into any arrangement or composition with creditors:

PROVIDED that this does not prejudice the right of the Board to take out legal proceedings for any money which is due or may become due to the Board or for any breach of any express or implied terms or conditions of the licence.

General Conditions

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

- (a) That the licensee shall pay a half yearly rent in advance within the first 7 days of January and July in each year. With the first half-yearly payment the licensee shall also pay the rent due for the period elapsing between the date of commencement of the licence and the due date of such half-yearly payment.
- (b) That the licensee shall be entitled to remove gravel lying within or under the said land and for this purposes to temporarily remove the top soil and overburden covering the extraction area. Provided always that if the top soil and overburden is used or sold then the licensee shall pay an appropriate royalty rate to be decided by the Board upon application from time to time.
- (c) Where gravel are to be extracted from a river or stream bed this licence does not purport to create other extraction rights but solely the right to enter adjoining land for the purposes of operating machinery access and egress.
- (d) This licence shall not create the right to enter or extract gravel from adjoining leasehold land without the express permission of the lessee or owner of the adjoining property.
- (e) This licence does grant to the licensee exclusive rights to remove gravel from the licensed area and does not include other resources other than gravel only.
- (f) The licensee shall not extract gravel except in the presence of one member of the proprietary unit who will keep a daily records of the quantity of gravel removed and whose record will agree with the record of the licensee or a duly authorised person acting on behalf of the licensee at the end of each working day and such signed records shall be returned to the Board and shall be the basis of the payment of royalty by the licensee.
- (g) The licensee shall not assign sub-licence transfer or deal with the rights under the licence without prior written consent of the Board and any such dealing, assignment sub-licence or transfer effected without such consent shall be null and void.
- (h) Ancillary operations such as the establishment areas of sites to be used as Depot and Gravel Stockpile shall be leased by the licensee subject to the terms and conditions provided by the Native Land Trust Act.
- (i) The licensee shall at all times keep the extraction area clean and tidy and at the end of working the extraction area access ways adjoining land shall be left clean and tidy and in a safe condition to the satisfaction of the Board. Any damage caused to the land, fences, ditches, drains, roads or other improvements will be made good for full compensation will be assessed by the Board and paid to the owners for all such loss, disturbances or damage caused by the licensee.
- (j) The licensee shall comply with all reasonable directions as may be given by an authorised person on behalf of the Board.
- (k) The licensee shall not do or permit to be done any act or thing which may cause a breach of the Rivers or Streams Act.
- (l) Any fruit trees or timbers on the land may not be cut down without the consent of the Board
- (m) All operations on the said land shall be entirely at the licensee's own risk and the licensee will indemnify the Board against any action, cost, claim, damage or proceeding whatsoever and howsoever caused arising either directly or indirectly from the licensee's operations or neglect or default caused by the licensee, its employees, workmen or invitees on the said land.
- (n) That the licensee shall pay and discharge all rates and taxes, if any, levied upon the land subject of the licence.
- (o) Any dwelling house erected on the land shall comply with any regulations that may be made from time to time by the competent local authority in that behalf.
- (p) The licensee shall permit the Board or other persons authorised by the Board to enter

and remain on the land the subject of the licence at all reasonable times to inspect the state and condition thereof.

- (q) The licensee shall not without the prior consent of the Board do or permit to be done anything on the land the subject of the licence which in the opinion of the Board may become a nuisance or annoyance to the persons occupying the adjoining lands.
- (r) The licensee shall apply such measures to check soil erosions as may be required by the Board in writing and shall maintain those measures to his satisfaction and without prejudice to the generality of this paragraph, such measures may include one or more of the following:
Strip cropping, terracing, contour planting, cover cropping, rotation of cropping, restriction of grazing, construction of drains and the construction offences.
- (s) The licensee shall keep open and maintain in good condition to the satisfaction of the Board all drains, ditches and watercourses upon or intersecting the land the subject of the licence.
- (t) The licensee shall not obstruct in any way the free passage of any person on any public thoroughfare intersecting or adjoining the land the subject of the licence and shall if required by the Board so to do forthwith remove any crops or other obstacles planted or placed by him on such public thoroughfare in contravention of this condition.
Should any question arise as to whether any path intersecting or adjoining the land the subject of the licence is a public thoroughfare it shall be referred to the Board whose decision shall be final and conclusive.
- (u) The licensee may remove all buildings erected and other removable improvements effected by him before the expiry or sooner determination of the licence.
Provided that all rent due shall first have been paid and all other covenant and conditions on his part contained or implied in the licence shall have been first observed and performed.
- (v) The licence may be determined at any time by the Board or by the licensee on his giving one (1) month's notice in writing of his intention to determine it, such period of one (1) month shall be determined from the date of service of the notice, irrespective of the rental period.

Part 4—Miscellaneous

Royalty Rates

11.—(1) A licensee shall pay the Board the royalty for removal of gravel on a native land at the following rate.⁷

	<i>Rate/Cubic Metre</i>
(a) Sand and Gravel	\$5.00 per cubic metre
(b) Clay and Soil	\$3.00 per cubic metre
(c) Rock	\$2.60 per cubic metre
(d) Top Soil	\$19.90 per cubic metre
(e) River Spalls	\$4.00 per cubic metre

(2) The royalty rates shall be reviewed annually based on the Consumer Price Index to be effective from the first January each year and subject to market review every five years.

(3) The royalty rates shall be published by the Board by notice in the *Gazette*.

Rights of Native Owners

12. Subject to these regulations, a native owner may remove any gravel for the purpose of constructing or repairing a dwelling house for himself or his family or any work for the common benefit of the native inhabitants of his village.

⁷ This Provision was amended by Supplement Gazettes No. 2 of 1988 and No. 108 of 2003.

Penalty

13. A person who contravenes these regulations commits an offence and is liable on conviction to a fine not exceeding \$400 or to a term of imprisonment not exceeding 6 months, or both.

Distribution of Royalties

14. Ten per cent shall be deducted by the Board as and for the expenses of collection and administration from all sums of money received as royalties on gravel taken under any licence on native land and the balance be either distributed in the manner prescribed or invested and the proceeds so distributed may decide.

SCHEDULE

NATIVE LAND TRUST (GRAVEL) REGULATIONS

LICENCE TO TAKE GRAVEL, SAND, CLAY, SOIL, ROCK, TOP SOILS OR RIVER SPALLS

(Regulation 5)

(Not Transferrable)

Issued under the Native Land Trust (Gravel) Regulations

THIS LICENCE is made the _____ day of _____, 20____
 BETWEEN the NATIVE LAND TRUST BOARD of 431 Victoria Parade, Suva
 (hereinafter called the "Board") of the one part and..... (hereinafter called the
 "Licensee") of the second part AND WHEREAS THE BOARD grants unto the Licensee the
 right to enter upon the land shown for the purpose of identification only edged yellow on the
 attached plan (hereinafter called the said "land") for the purpose of extracting.....together
 with all necessary rights to enter with or without vehicles, plant and machinery to carry away
 all suchfrom the said land owned by
 SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

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

Signed on Behalf of the Native Land Trust Board	} Designation
---	---	-------------------------------

.....
 Witness

Signed by the Licensee	}
.....		
Witness		

SECTION 33—NATIVE LAND (TRUST FUNDS INVESTMENT) REGULATIONS

Legal Notice No. 37 of 2004

TABLE OF PROVISIONS

REGULATION

1. Short title
2. Power to invest and lend
3. Purpose to invest and lend
4. Types of trust funds to be invested
5. Distribution of interest accrued

Short Title

1. These Regulations may be cited as the Native Land (Trust Funds Investment) Regulations 2004.

Power to invest and lend

2. Subject to section 14 of the Act, the Board, may lend or invest any trust funds including rents, royalties or premiums in respect of leases, licences, concessions or any other binding agreements on native land: Provided that there is always a legal security by way of a mortgage, charge or any other collateral arrangement that normally qualify under any normal *bona fide* commercial investment or lending transactions.

Purpose to invest and lend

3. The purpose for such investment and lending is to utilise the trust funds to attain profit and guarantee maximum returns for the benefit of the Fijian owners.

Type of trust funds to be invested

4. The Board may consider investment or lending in any of the following trust funds—
- (a) unclaimed deposits in the Unclaimed Deposits Reserve fund as provided for under the Native Land (Unclaimed Deposits) Regulations;
 - (b) any other trust funds available as the Board considers appropriate in line with its functions under the Act;
 - (c) notwithstanding paragraph (a), if Fijian owners have requested in writing for their trust funds to be invested and borrowed; or
 - (d) notwithstanding paragraph (b), any other trust funds that the Board is not satisfied will procure viable mortgage or collateral security: Provided that the Board must first apply to the High Court under the Trustee Act for approval to invest or lend.

Distribution of interest accrued

5.—(1) The Board shall distribute the interest accrued from investment or lending of any trust funds after deduction of its administrative expenses in the same manner as stipulated under regulation 11 of the Native Land (Leases & Licences) Regulations.

(2) The administrative expenses under sub-regulation (1) is up to 25% on the total interest accrued from such trusts, funds, investments or lending and any other related ancillary costs incurred by the Board.

SECTION 33—NATIVE LAND TRUST (LEASES AND LICENCES)
REGULATIONS⁸

Legal Notices No. 98 of 1984,

TABLE OF PROVISIONS
REGULATION

Part 1—Preliminary

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4. Purposes for which, and terms, conditions and covenants subject to which, leases may be granted
5. Form of leases
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7. Fees
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10. Licences
11. Distribution of balance of rents and purchase monies
12. Agreements for leases granted subject to this regulation
13. Re-assessment of rent
14. General provision as to covenants implied in a lease
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16. Extension of prescribed time limits
17. Extension of regulations 13, 14, 15 and 16 in relation to agreements for leases
18. Renewal of leases

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19. Compensation payable by the Board on refusing to renew a lease
20. Boundary marks, etc.
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22. Revocation of Native Land (Leases and Licences) Regulations
23. Savings in relation to existing leases of native land, etc.

Schedules:-

- First Schedule—Definition of Improvements
Second Schedule—Form of Leases
Third Schedule—Scale of Fees
Fourth Schedule—Provisions of Native Land (Leases and Licences) Regulations saved

⁸ These Regulations were made through Legal Notice No. 98 of 1984 and subsequently amended by Legal Notices Nos. 86 of 1996, 38 of 1997 and No.103 of 2007

Part 1—Preliminary

Short title

1. These Regulations may be cited as the Native Land Trust (Leases and Licences) Regulations.

Interpretation

2. In these Regulations, unless the context otherwise requires, "improvements" includes any of the items specified in the First Schedule.

Part 2—Conditions for grant of Lease and Licence

Manner in which leases may be granted

3. The grant of leases of native land may be effected by the Board by way of private treaty, public auction or public tender.

Purposes for which, and terms, conditions and covenants subject to which, leases may be granted

4. Native land may be leased by the Board for such purposes as it deems proper and subject to such terms as to rent, premium or otherwise and to such conditions and covenants as the Board shall determine, being terms, conditions and covenants which are not inconsistent with any of the provisions of these Regulations.

Form of leases

5. Every lease of native land shall be in the form set out in the Second Schedule.

Maximum term of leases

6. A lease of native land may be granted for such term as the Board shall determine, but shall not in any case exceed ninety-nine years.

Fees

7. The fees prescribed in the Third Schedule shall be payable to the Board in respect of the matters specified therein.

Consent of the Board to dealings with demised land, etc.

8.—(1) An application for the consent of the Board under section 12 of the Act to deal with any native land shall be in such a form and shall be accompanied by such information and evidence as the Board shall determine.

(2) The Board may attach to the grant of such consent a condition requiring that the instrument giving effect to the dealing consented to by the Board shall be executed, or executed and registered in such register as the Board shall direct, within the three months commencing on the date on which the consent was granted or such longer period commencing on that date as the Board shall determine; and in the event of such a condition not being complied with, the consent of the Board shall be deemed to be null and void.

(3) The Board may, on application being made to it for such consent, require the payment of such deposit as it deems proper, in addition to any fee payable under regulation 7 in respect of the application; and such deposit shall be refunded to the applicant by the Board—

(a) where such consent is refused by the Board; or

- (b) where such consent is granted by the Board and the Board is satisfied, on information supplied to it by the applicant within such period as the Board shall determine, that the instrument giving effect to the dealing consented to has been executed, or executed and registered, in accordance with paragraph (2), or that the dealing consented to will not be completed.

Dealings with land in a native reserve

9.—(1) Land in a native reserve held under or by virtue of a lease, agreement for a lease or tenancy at will, or any part of such land, shall not be transferred, mortgaged, assigned, sublet, licensed or in any other manner whatsoever dealt with or passed to any person other than a native Fijian; and any purported or attempted transfer, mortgage, assignment, sublease, licence or other dealing which is in contravention of this paragraph shall be null and void.

(2) Notwithstanding the generality of paragraph (1), the Board may, by resolution published in the *Fiji Republic Gazette*, authorise the appointment of person who is not a native Fijian to deal in land in a native reserve leased to a native Fijian, subject to the following conditions, that is to say, that—

- (a) before authorising such appointment, the Board shall satisfy itself that the appointment will be to the benefit of native Fijians;
- (b) the appointment shall be made in writing by the Board and shall subsist only for a period specified in the instrument of appointment;
- (c) the Board may, in its absolute discretion, renew the appointment for a further period or periods; and
- (d) the Board may at any time rescind the appointment without cause being shown.

Licences

10. The Board may, by licence, grant such rights in, on, under or over native land, for such purposes and subject to such terms, conditions and covenants as the Board shall determine.

Distribution of balance of rents and purchase monies

11.—(1) After deduction of any sums in accordance with section 14 of the Act, the balance of any monies received by the Board by way of rents and premiums in respect of native land shall be distributed by the Board as follows:—

- (a) to the proprietary unit, seventy per cent;
- (b) to the turaga ni mataqali, fifteen per cent;
- (c) to the turaga ni yavusa, ten percent; and
- (d) to the turaga ni taukei, five per cent.

(2) Where the Board has determined that any purchase monies received in respect of the sale or other disposition of native land shall be distributed, after the deduction therefrom of any expenses incurred by the Board in respect of such sale or other disposition, the balance thereof shall be distributed in accordance with paragraph (1).

(3) Where there is more than one division or subdivision of the people within the same proprietary unit, the turaga of the same status shall share equally the sum payable to them under paragraph (1) irrespective of whether or not any other sum is payable to any of them under that paragraph in their capacity as turaga of any other division or subdivision within such proprietary unit.

Agreements for leases granted subject to this regulation

12.—(1) Where the Board has approved that grant of a lease of native land to any person subject to this regulation, the Board shall cause to be served on that person for execution by him an agreement for the lease of that land, in duplicate, together with a notice in writing stating that the Board has approved the grant of the lease subject to this regulation and requiring that person, before the date specified in the notice in that behalf—

(a) to execute both copies of the agreement and to return one copy thereof to the Board, duly executed; and

(b) to pay to the Board all monies due and payable by that person on or before that date under and in respect of the agreement, whether by way of premium, rent, fees, stamp duty or otherwise.

(2) No tenancy of native land shall be taken to subsist by virtue of any notice served in pursuance of paragraph (1) unless and until all the requirements of the notice as are mentioned in paragraphs (a) and (b) of that paragraph have been complied with, notwithstanding that any person has entered into possession of that land, with or without the consent of the Board, and notwithstanding that any rent shall have been received by the Board in respect of that land.

(3) An agreement for a lease of native land served on any person in pursuance of paragraph (1) shall set out in full the terms, conditions and covenants subject to which the land is to be demised and shall contain—

(a) a description of the land; whether by reference to a plan or otherwise;

(b) a condition to the effect that if that person shall not, within three months of being required to do so by notice in writing served on him by the Board—

(i) engage the services of a surveyor registered under the Surveyors Act to carry out a survey of that land and to prepare a survey plan in accordance with the regulations made under that Act; and

(ii) produce to the Board evidence satisfactory to the Board that the services of such a surveyor have been so engaged by him; the agreement shall cease to have effect; and

(c) a condition to the effect that if that person fails or refuses to execute the lease which he has agreed to take pursuant to the agreement within three months of being required to do so by notice in writing served on him by the Board, the agreement shall cease to have effect.

(4) Without prejudice to any right of action or other remedy which the Board may have against any person on whom a notice has been served in pursuance of paragraph (1) in respect of any native land, where that person has failed or refused to comply with all the requirements of the notice as are mentioned in sub-paragraphs (a) and (b) of that paragraph or has failed to comply with any of the conditions of the related agreement for the lease of that land as are mentioned in sub-paragraphs (b) and (c) of paragraph (3), then—

(a) if that person or any other person claiming through him has entered into possession of that land, the Board may re-enter into possession, and that person or that other person, as the case may be, shall be liable to pay compensation to the Board in respect of any loss suffered by the Board arising out of the possession of the land by him and in respect of any damage caused by his act or default or the act or default of his servants or agents in connection with such possession; and

(b) any monies paid to the Board by that person or any other person claiming through him in respect of that land by way of rent, premium, fees, stamp duty or otherwise shall be forfeited.

Re-assessment of rent

13.—(1) Subject to paragraph (8), the Board or a lessee of any native land may, by notice in writing served on the other party not earlier than one year and not later than three months before the appointed date, propose that the rent payable under the lease of

that land from the appointed date shall be at such yearly rate as shall be specified in the notice (hereinafter referred to as a "notice of re-assessment").

(2) The party on whom a notice of re-assessment has been served in accordance with paragraph (1) may, by notice in writing (hereinafter referred to as a "counter-notice") served on the other party not later than the two months commencing on the date of the service of the notice of re-assessment, signify his intention to refer the question of the re-assessment of the rent for determination by arbitration in pursuance of regulation 21.

(3) If a counter-notice is not served in accordance with paragraph (2) or if a counter-notice is so served but no reference for determination by arbitration in pursuance of regulation 21 has been made within one month commencing on the date of the service of the counter-notice, the rent payable under the lease shall, as from the appointed date, be payable at the rate specified in the related notice of re-assessment, but without prejudice to a further re-assessment of the rent in accordance with this regulation.

(4) If a counter-notice is served in accordance with paragraph (2) and a reference for determination by arbitration in pursuance of regulation 21 as mentioned in paragraph (3) is made, then the parties shall, for the purposes of such arbitration, be taken to be in dispute as to the rent properly payable under the lease as from the appointed date:

Provided that this paragraph shall cease to have effect upon the parties agreeing the said rent.

(5) For the purposes of this regulation, the rent properly payable under a lease of native land shall be the annual rent at which that land might reasonably be expected to be let in the open market by a willing lessor to a willing lessee if the full term of the lease had yet to run, having regard to the terms, conditions and covenants contained in the lease (other than those relating to rent) and assuming that the environment of the demised land is in all respects as it is or may reasonably be expected to be, at the appointed date, but disregarding—

- (a) any effect on rent of the fact that the lessee is in occupation of the land; and,
- (b) the current value of any unexhausted improvements on the land, other than those which have a value in relation to the purpose for which the land is demised and which—
 - (i) were executed during the term of a previous lease of the land at the expense of the lessee where the lessee, or the lessee under any subsequent lease, was not granted a new lease upon the expiration of that term; or
 - (ii) were executed by the Board; or
 - (iii) were in existence at the time the land was first leased.

(6) Where a notice of re-assessment (hereinafter referred to as "the first notice") is served on any party to a lease, any notice of re-assessment served by that party on the other party subsequently to the date on which the first notice was served and before the appointed date specified in the first notice shall be of no effect for the purposes of this regulation; and if notices of re-assessment are served by both parties on each other on the same date, only the notice of re-assessment served by the Board shall have effect for those purposes.

(7) In this regulation "the appointed date" means, in relation to any notice of re-assessment in respect of the rent payable under any lease, the date specified in the notice as the appointed date, being a date not earlier than five years from the later of—

- (a) the date of the commencement of the term of the lease;
- (b) the date as from which there last took effect a re-assessment made in pursuance of this regulation; and
- (c) the date as from which there last took effect a previous direction of an arbitrator, that the rent should continue unchanged.

(8) This regulation shall not apply in relation to a lease in which it is specifically provided that this regulation shall not do so.

General provision as to conditions and covenants implied in a lease

14.—(1) The following conditions and covenants shall be implied in every lease of native land, that is to say—

(a) that the lessee shall pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed or charged upon the demised land or upon the owner or occupier in respect thereof;

(b) that the lessee—

(i) shall not, in connection with the demised land, do or permit or suffer to be done anything in contravention of any written law;

(ii) shall indemnify the Board against all claims, demands, expenses and liability in connection with the demised land, and shall pay the costs, charges and expenses incurred by the Board in abating a nuisance or for remedying any other matter in connection with the demised land in compliance with any requirement imposed by or under any written law;

(c) that the lessee shall not carry out any development on or in relation to the demised land, except with the consent in writing of the Board and except with any consent required by or under any written law in respect of any such development;

(d) that if and whenever during the term of the lease—

(i) any rent thereby reserved or made payable or any part thereof shall be in arrears and unpaid for one month next after becoming payable (whether formally demanded or not);

(ii) there shall be any breach, non-performance or non-observance of any of the covenants on the part of the lessee contained in the lease or implied in the lease by virtue of these Regulations;

(iii) the lessee, being an individual, shall become bankrupt or, being a company, enters into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);

(iv) a receiver of the lessee shall be appointed or the lessee enter into any composition or arrangement with the lessee's creditors; or

(v) the lessee shall suffer any distress or execution to be levied on his goods;

then, and in any such case, it shall be lawful for the Board at any time thereafter, and notwithstanding the waiver by the Board of any previous right of re-entry, to re-enter into and upon the demised land or any part thereof in the name of the whole and thereupon the term of the lease shall absolutely cease and determine, but without prejudice to any rights or remedies which may have accrued to the Board against the lessee or to the lessee against the Board in respect of any antecedent breach of any of the covenants contained in the lease.

(2) For the purposes of sub-paragraph (c) of paragraph (1) "development", in relation to any demised land, includes—

(a) the carrying out of any building or engineering works designed to create, alter or add to, any improvements to the land; and

(b) any use of the land or of any improvements thereto which is different from the purpose from which the land was demised under the current lease.

Resumption of possession by the Board

15.—(1) It shall be implied in every lease of native land commencing on or after the commencement of these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part, which is materially different from the purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writing served on the lessee not later than one year before the date on which the Board desires

to resume possession of the land, without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(2) If, on the termination of a lease of native land in pursuance of paragraph (1), the lessee shall have paid the rent thereby reserved and payable and shall have reasonably performed and observed the terms, conditions and covenants therein contained, the lessee shall be entitled to be paid by the Board by way of compensation—

- (a) such sum as might reasonably be expected to be obtained in the open market by a willing seller from a willing purchaser in consideration for the transfer of the lease as at the date of resumption of possession by the Board and as if the notice referred to in paragraph (1) had not been served (any improvements to the land executed after the date of such notice being disregarded); and
- (b) such sum as represents the total amount of the unavoidable other loss incurred by the lessee in consequence of the exercise by the Board of its powers under this regulation, including, in particular, but without prejudice to the generality of the foregoing—
 - (i) loss or expenses incurred by the lessee in respect of the removal or sale of his household goods, chattels or livestock on, or used in connection with, the demised land and in respect of his re-establishment in a comparable property in the Fiji Islands;
 - (ii) the loss of the goodwill suffered by any business carried on by the lessee from or on the land demised by reason of the transfer or closure of that business resulting from the lessee's quitting of the demised land; and
 - (iii) expenses incurred in respect of legal and other professional services in connection with the preparation of the lessee's claim for compensation hereunder (not being costs of any arbitration to determine any question arising under this regulation); and,
- (c) the full amount of any compensation payable by the lessee to any sub-lessee of the demised land or any part thereof in pursuance of paragraph

(3).

(3) Where a lease of native land has been terminated in pursuance of paragraph (1) and the demised land or any part thereof was at the date on which the lease was so terminated in the possession of a sub-lessee with the written consent of the Board, the lessee shall be liable to pay to the sub-lessee such sum as the Board would have been liable to pay to the sub-lessee under sub-paragraph (a) and (b) of paragraph (2) had the sub-lessee been the lessee of that land or that part thereof.

(4) The right of the Board to terminate a lease by virtue of the condition implied therein by paragraph (1) shall also be exercisable in respect of part only of the demised land as if any reference in the foregoing provisions of this regulation to the demised land included a reference to a part thereof; and in the event of such right being exercised in relation to part only of the demised land the lessee shall be entitled—

- (a) to a reduction of the rent in such amount as shall be agreed by the parties or, should they fail to agree, by such amount as shall be settled by arbitration in pursuance of regulation 21; or
- (b) subject to the provisions of paragraph (5), to surrender the remainder of the demised land, in which case the provisions of paragraphs (2) and (3) shall have effect as if such right as aforesaid had been exercised in relation to the whole of the demised land.

(5) Sub-paragraph (b) of paragraph (4) shall not apply where the Board has served notice to resume possession of part of any demised land in pursuance of that paragraph and that part of that land is less than one-quarter of the size of the whole of that land unless, by reason of the severance of that part, the remainder of the demised land is no longer suitable for the purpose for which it was demised to the lessee.

Extension of prescribed time limits

16. Where under these Regulations or under any lease, any notice is required to be served or other thing done within a certain period, the Board may, on

application being made to it in that behalf before or after the expiration of that period, extend that period; and thereupon these Regulations or that lease, as the case may be, shall have effect as if the reference therein to that period were a reference to that period as so extended.

Extension of regulations 13, 14, 15 and 16 in relation to agreements for leases

17. The provisions of regulations 13, 14, 15 and 16 shall apply in relation to a person holding native land by virtue of an agreement for a lease (whether he is at law a tenant from year to year or otherwise, and whether or not the agreement is in equity equivalent to a lease) as if the references in those provisions—

- (a) to a lessee included a reference to such person;
- (b) to a lease included a reference to such agreement;
- (c) to the land demised included a reference to that native land;

and any other expression therein contained shall be construed accordingly.

Renewal of leases

18.—(1) This regulation shall apply in relation to a person holding native land under a lease for a term of fixed duration or by virtue of an agreement for a lease for such a term, whether such term commenced before or after the commencement of these Regulations, except where—

- (a) such term is for five years or less;
- (b) such land is land to which the Agricultural Landlord and Tenant Act applies;
- (c) such land is in a native reserve;
- (d) such land is for time being excluded from a native reserve under section 17 of the Act for a specified period which will expire before or at the expiry of such term;
- (e) such lease or agreement for a lease contains a stipulation as to the renewal of the lease and such term commenced before the commencement of these Regulations; or
- (f) that person and the Board have agreed in writing that this regulation shall not apply in relation to that person.

(2) Subject to paragraph (9) a person in relation to whom this regulation applies who desires to take a new lease of the land held by him as mentioned in paragraph (1) upon the expiration of the current term (that is to say, the term of the lease or the term agreed to be granted under the agreement for the lease by virtue of which he holds that land, as the case may be) shall, not earlier than two years and not later than one year before the expiration of the current term, serve on the Board a notice in writing of such his desire (hereinafter referred to as a "notice to renew").

(3) Subject to paragraph (4), where a notice to renew has been served on the Board by any person (hereinafter referred to as "the applicant") in accordance with paragraph (2) in relation to any native land, the Board shall—

- (a) grant a lease of the land to the applicant—
 - (i) for a further term which shall not be less than the current term but shall not exceed ninety-nine years;
 - (ii) for the same purpose as the purpose for which the land is presently held; and
 - (iii) subject to such terms as to rent, premium or otherwise and to such conditions and covenants as may be agreed between the parties, or as may be determined by arbitration under the provisions of paragraph (6), and as are not inconsistent with any of the provisions of these Regulations; or
- (b) refuse to grant a lease of the land for a further term.

(4) Where any land in relation to which a notice to renew has been so served on the Board is land which is for the time being excluded from a native reserve under section 17 of the Act for a specified period, the Board shall not grant a lease of that land in pursuance of paragraph (3) for a further term extending beyond the date of expiry of that period.

(5) Subject to paragraph (9), where, upon the service on the Board of a notice to renew relating to any native land, the Board has decided to grant a lease of that land to the applicant for a further term in pursuance of paragraph (3), the Board shall, not less than six months before the expiry of the term in relation to, and during the currency of which, such notice was served on the Board, serve a notice in writing on the applicant intimating the decision of the Board and setting out in full the terms as to rent, premium or otherwise and the conditions and covenants subject to which the Board proposes that the new lease shall be granted.

(6) Within three months of the date on which a notice is served on him by the Board under paragraph (5), the applicant shall serve on the Board a notice in writing—

- (a) accepting all the terms, conditions and covenants proposed by the Board; or
- (b) requiring the Board to refer its proposals to arbitration under regulation 21.

(7) Where a notice is served on the Board under and in accordance with paragraph (6) requiring the Board to refer its proposals to arbitration under regulation 21, the Board shall refer the same to arbitration under that regulation within one month of the date on which the notice was so served.

(8) If, following the service on the Board of a notice to renew in relation to any land, the applicant—

- (a) fails to serve a notice on the Board under and in accordance with paragraph (6); or
- (b) fails or refuses to execute a lease incorporating the terms, conditions and covenants accepted by him by a notice served on the Board under paragraph (6) or determined by arbitration in pursuance of any requirements contained in such notice within three months of the date on which the lease is served on him by the Board;

then, the notice to renew shall be deemed to have been cancelled and the applicant shall yield up possession of that land to the Board together with any improvements thereto upon the expiry of the term in relation to, and during the currency of which, the notice to renew was served; and no tenancy of that land shall be taken to subsist as between the Board and the applicant, or any person claiming through the applicant, following the expiry of such term notwithstanding that the applicant or any such person has remained or entered into possession of that land, with or without the consent of the Board, and notwithstanding that any rent shall have been received by the Board in respect of that land.

(9) Where, in any case to which this regulation applies, the term for which the land in such a case is demised or agreed to be demised, as the case may be, falls to expire within eighteen months after the commencement of these Regulations—

- (a) paragraph (2) shall have effect as if the notice required to be served thereunder were required to be served within six months after the commencement of these Regulations; and
- (b) paragraph (5) shall have effect as if the notice required to be served thereunder by the Board were required to be served within six months of the date on which the related notice to renew was served on the Board.

Part 3—Miscellaneous

Compensation payable by the Board on refusing to renew a lease

19.—(1) Where a notice to renew has been served on the Board by any person in accordance with paragraph (2) of regulation 18 in relation to any native land and—

- (a) the Board has refused to grant a lease of that land for a further term or is deemed under paragraph (2) to have refused to grant such a lease; and
- (b) at the expiration of the term in relation to, and during the currency of which, the notice to renew was served, the applicant shall have—
 - (i) paid the rent payable by him under the related lease or by virtue of the related agreement for a lease, as the case may be;
 - (ii) reasonably performed and observed the terms, covenants and conditions

contained in the said lease or agreement and on his part to be performed and observed; and

(iii) yielded up possession of that land;

the Board shall pay to the applicant by way of compensation such sum as shall have been agreed by the Board and the applicant or as shall have been determined by arbitration on a reference made under and in accordance with paragraph (3).

(2) Subject to paragraph (4), for the purposes of paragraph (1), where such notice to renew has been served on the Board in relation to any native land, the Board shall be deemed to have refused to grant a lease of that land for a further term if the Board does not serve on the applicant—

(a) a notice under and in accordance with paragraph (5) of regulation 18; or

(b) at least six months before the expiry of the term in relation to, and during the currency of which, such notice to renew was served, a notice in writing intimating the decision of the Board to refuse to grant such a lease.

(3) Where, upon such notice to renew being served on the Board in relation to any native land, the Board has refused to grant to the applicant a lease of that land for a further term or is deemed to have done so as mentioned in paragraph (2), and the Board and the applicant are unable to agree the amount of the compensation, payable under paragraph (1), the Board or the applicant may, at any time within the three months next following the expiry of the term in relation to, and during the currency of which, the notice to renew was served, refer the question of the amount of compensation which should be so payable for determination by arbitration in pursuance of regulation 21; and for the purposes of such arbitration the compensation properly so payable shall be taken to be the amount which might reasonably be expected to be obtained in the open market by a willing seller from a willing purchaser in consideration for the transfer of a lease of that land at the commencement of the term thereof if the Board had granted a lease of that land to the applicant in pursuance of paragraph (3) of regulation 18 upon such terms, conditions and covenants as are fair and reasonable having regard to the provisions of the Act and of these Regulations, but disregarding any element of development value.

(4) In any case to which paragraph (9) of regulation 18 applies—

(a) the foregoing provisions of this regulation shall have effect as if any reference therein to a notice to renew served under and in accordance with paragraph (2) of regulation 18 were a reference to a notice to renew served under and in accordance with that paragraph as having effect by virtue of the said paragraph (9);

(b) paragraph (2) shall have effect as if—

(i) the reference in sub-paragraph (a) thereof to paragraph (5) of regulation 18 were a reference to that paragraph as having effect by virtue of paragraph (9) of that regulation; and

(ii) the period referred to in sub-paragraph (b) thereof were the period of six months commencing on the date on which the notice to renew was served on the Board; and

(c) paragraph (3) shall have effect as if the period referred to therein were the period of three months next following the date on which the notice of the Board was served on the applicant under paragraph (5) of regulation 18, as having effect by virtue of paragraph (9) of that regulation or, as the case may require, the period of three months next following the expiry of the period of six months referred to in sub-paragraph (b) of paragraph (2), as having effect by virtue of sub-paragraph (a).

Boundary marks, etc.

20.—(1) Where the boundaries of any native land have been marked on the ground, then, whether or not the land has been surveyed, any person in occupation of the land under or by virtue of a lease, agreement for a lease or tenancy at will shall maintain such boundary marks in good condition and shall take all reasonable steps to—

(a) protect them from loss or damage and from being displaced;

(b) keep such boundary marks and the boundary lines free from any vegetation so as to enable them to be readily located and followed at any time.

(2) Where any boundary forms a common boundary between contiguous parcels of native land each of which is held under or by virtue of a lease, an agreement for a lease or a tenancy at will, the persons in occupation thereof shall be severally liable to comply with the provisions of paragraph (1).

(3) Any person who fails to comply with the provisions of paragraph (1) shall be liable for the payment to the Board of a sum equal to the cost of making good his default, and such sum shall be recoverable by the Board as a civil debt.

(4) In the event of a survey disclosing that any part of a parcel of land purporting to have been agreed to be demised under an agreement for a lease of native land is not native land or is comprised in a parcel of native land which has already been demised or agreed to be demised, such part shall be deemed to not to have been at any time comprised in the parcel of land agreed to be demised under that agreement.

Arbitration

21.—(1) Any matter referred for determination by arbitration under and in accordance with these Regulations, and any difference arising between the Board and any person touching anything contained in these Regulations, in the operation or construction of these Regulations, of any lease, agreement for a lease or licence, or the rights, duties and liabilities of the parties under or in connection with a lease, agreement for a lease or licence, shall be determined by a single arbitrator in accordance with the Arbitration Act:

Provided that nothing in this regulation shall be taken to authorise the reference for determination by arbitration of any difference arising out of the refusal of the Board to grant a lease of native land to any person otherwise than by way of renewal.

(2) In determining any rent, compensation or other payment referred to him under these Regulations, the arbitrator—

(a) shall disregard any proposal made by any party as to such rent, compensation or other payment; and

(b) shall have regard solely to the provisions of these Regulations with respect to any such matter so referred to him.

(3) The arbitrator may, if he so desires, sit with two assessors, one appointed by each party, but all decisions and any award shall be made by him and shall be his alone.

Revocation of Native Land (Leases and Licences) Regulations

22. The Native Land (Leases and Licences) Regulations are revoked.

Savings in relation to existing leases of native land, etc.

23.—(1) Notwithstanding the revocation of the Native Land (Leases and Licences) Regulations by regulation 22, the provisions of these Regulations set out in the Fourth Schedule shall continue to have effect in relation to any native land held under a lease, tenancy at will or by virtue of an agreement for a lease and in relation to any licence, where such lease, tenancy, agreement or licence was in force immediately before the commencement of these Regulations, in all respects as if these Regulations had not been made.

(2) The provisions of regulation 13 shall apply in relation to a lease or an agreement for a lease of native land entered into before, and in force at, the commencement of these Regulations except where the rent thereunder is not liable to reassessment at any time or was not, before the commencement of these Regulations liable to reassessment in accordance with the provisions of regulation 21 of the Regulations revoked by regulation 22:

Provided that—

(a) the rent shall not be reassessed more often than is provided for in the lease; and

(b) the amount of the rent as reassessed shall not exceed the maximum

amount thereof provided for in the lease or by the aforesaid regulation 21.

FIRST SCHEDULE

DEFINITION OF IMPROVEMENTS

(Regulation 2)

The following shall be included within the meaning of "improvements":—

1. Clearing, leveling, grading and excavation of land
2. Drainage or irrigation of land
3. Reclamation of swamps or other soil conservation or reclamation works of a permanent nature
4. Wells, water tanks and water supply systems
5. Surveying and pegging of boundaries for the purposes of the Land Transfer Act
6. Placing of boundary marks
7. Erection of fences
8. Landscaping
9. Planting of long-lived crops, trees and shrubs
10. Laying out and cultivation of nurseries
11. Buildings and other structures
12. Fixed plant and machinery
13. Roads, tramways, yards, gates and bridges
14. Culverts, ditches, drains, soak aways, cesspits and septic tanks
15. Dips and spray races for livestock

SECOND SCHEDULE

FORM OF LEASE

(Regulation 5)

STAMP DUTY	MEMORANDUM OF LEASE	Native Lease No.
\$: Stamp Duty paid vide RR. No. of Dep. Commissioner of Stamp Duties	Native Land Trust (Leases and Licences) Regulations (This lease must be in triplicate).	FEES.
		<div style="text-align: right;">\$C</div> <div>Registration Fee</div> <div>Plan Fee _____</div> <div>Total _____</div> <div>Revenue _____</div> <div>Receipt No. _____</div> <div>Date: _____</div> <div>Initials: _____</div>

The Native Land Trust Board (hereinafter called the Lessor) hereby leases to [name, residence, occupation, or other description of lessee], (hereinafter called the Lessee) to be held by the Lessee as tenant for the term of _____ years commencing on the _____ day of _____, 20____, at the yearly rental of [in words and figures] to be paid to the Lessor in equal half-yearly instalments in advance on the first days of January and July in every year, ALL THAT PIECE OR PARCEL OF LAND described as follows and hereinafter referred to as the demised land:—

Name of Land	Tikina	Province	Area
			Ha.

owned by the _____ be the area a little more or less and contained within the boundaries more particularly delineated and marked on the plan hereto annexed and coloured _____ excepting and reserving out of this demise all timber and timber-like trees, gravel and sand, lime and common stone, mines, minerals and petroleum, on or under the demised land together with full power for the persons entitled to such things to work and get the same either by entry on the surface or by underground workings.

This lease is subject to the following conditions, restrictions and covenants:—

Native Lease No.: _____

Registered at: _____

Registrar of Titles

The Lessee hereby covenants that he will fulfill and be bound by all terms, conditions, restrictions and covenants expressed or implied herein or implied by any written law.

In witness whereof the Seal of the Board is hereunto affixed this _____ day of _____, 20____

The Common Seal of the Native Land Trust Board was hereunto affixed in pursuance of resolution of the Board by and in the presence of _____

Member of the Board

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

Secretary

Lessee

Witness

THIRD SCHEDULE⁹ (Section 33 and Regulation 7)

FEES	NATURE OF WORK INVOLVED	MINIMUM AMOUNT
(A) LEASE/LICENCE APPLICATION		
1. Application to Lease	For the receipt, perusal and acceptance of application for a Lease, Instrument of Tenancy, Approval to Lease, License	\$50.00
2. Processing Fee	For processing application including the opening of a case; preparation of sketch plans; confirmation of availability of land; Verification	

⁹ This Schedule was substituted Legal Notice 38 of 1997

	of native owners consent; Physical inspection, travelling expenses to site to attend to inspection; confirmation of native owners view and consent; de-reservation.	\$100.00
3. Documentation Fee	For the preparation of letter of offer; Drafting Legal Documents for execution by the parties; Perusal of documents; Stamping and Registration	\$100.00
<i>(B) DEALINGS</i>		
4. Consent Fee	<i>Mortgage</i> For processing application including the perusal of application for mortgage; Processing of application;	\$100.00
	<i>Transfer</i> For processing application including the perusal of application for transfer; Processing.	\$100.00
	<i>Subletting</i> For perusal of application for subletting, Processing of application; Inspection.	\$100.00
	<i>Miscellaneous</i> For processing application including the perusal of any other application to a matter which amounts to a dealing.	\$100.00
<i>(C) EXTENSION/RENEWAL</i>		
5. Application Fee	For acceptance; Perusal and consideration of application for renewal of any Lease, Licence or any agreement.	\$50.00
6. Processing Fee	For processing application, including confirmation of Native Owners consent; Travelling and inspection of site.	\$100.00
7. Documentation Fee	For drafting renewal document; Perusal; Stamping and Registration.	\$100.00
<i>(D) VARIATION</i>		
8. Application fee	For the receipt of any request to vary any condition of Lease	\$50.00
9. Processing Fee	For processing application	\$100.00
10. Documentation	For drafting variation document for extension by both parties, Stamping and Registration	\$100.00
<i>(E) SURRENDER</i>		
11. Application Fee	For receipt and acceptance of application.	\$50.00
12. Processing Fee	For processing applications, including inspection.	\$100.00

13. Documentation	For drafting Surrender document. Stamping and Registration.	\$100.00
<i>(F) ARREARS</i>		
14. Collection Fee	For work and task performed in any effect to recover arrears	\$100.00
<i>(G) MISCELLANEOUS</i>		
15. Approval Fee	For the approval or Endorsement of any building plans.	\$100.00
	Application for installing of water meter	\$20.00
16. Search Fee	For the conduct of search of title pursuant to any application or matter for a tenant	\$20.00
17. Service Fee	For the issue of certified copy, Photocopy, Advertising.	\$5.00
18. Provisional Approval Fee	For receipt of any application for issue of Certified Copy, Lost PAN, Agreement of Lease, Instrument of Tenancy, Extension, Provisional Title.	\$200.00
19. Processing Fee	For processing application including advertising, Notification, Drafting and Executing Statutory Declaration.	\$120.00
<i>(H) COURT ACTION/TRIBUNALS</i>		
20. Costs	For any action taken pursuant to any court action or tribunal—	An amount subject to the Legal Practitioners Act or order of any court action/tribunal.
<i>(I) SURVEY</i>		
21. Instruction Fee	For perusal survey Agreement, Preparation of survey Instruction with sketch of boundaries.	\$100.00
22. Approval Fee	Perusal of survey plan, consultation and resolution, site inspection and approval of plan.	\$100.00
<i>(J) IMPROVEMENTS/COMPENSATION</i>		
23. Processing Fee	For processing of and claim for compensation for improvements including, consultation, site inspections.	\$200.00
<i>(K) FINANCE/TRUST</i>		
24. Advance Approval Fee	For processing any application for advance, documentation, attendance to NLC for the confirmation of membership.	\$10.00
25. Credit Note Request/Fee	For attendance to request for any Credit note.	\$5.00 per copy

26. Income Statement Request Fee	For attendance to request for Statement of Income	\$2.00
27. Rent Distribution Fee	For attendance to special request for distribution of rent, royalty etc., including travelling.	\$200.00
28. Other dishonoured cheque(s)	Attendance of tenant to recover dishonoured cheques.	\$50.00
29. Others	A fee to commensurate with the work involved.	

FOURTH SCHEDULE ¹⁰

PROVISIONS OF NATIVE LAND (LEASES AND LICENCES)
REGULATIONS SAVED
(Regulation 23)

Maximum term of leases other than tramway and grazing leases

20.—(1) Leases, other than tramway and grazing leases, shall for the purpose of determining the maximum terms thereof be classified as follows:—

- (a) leases in properly designed areas in which due provision has been made for roading, commercial areas, school sites, cemetery and recreation reserves, etc.;
- (b) leases of isolated unplanned areas outside the margins of settled areas including leases for development purposes or in the public interest such as tourism, water catchment, commercial land development and other commercial leases including forestry, dairy, agriculture, piggery and poultry;
- (c) leases in settled areas requiring replanning and reparaCELLing.

(2) The maximum term of a lease granted under subregulation (1) may be ninety-nine years.

(3) The Board shall divide leases into class, zone, group as it thinks appropriate, including, terms of leases for each class, zone or groups.

Provided that any lease granted prior to 1st January, 2005 shall be deemed to have been granted in accordance with these Regulations.

(4) *Revoked by Legal Notice No. 103 or 2007 r. 2.(c)*

(5) The maximum term of a tramway lease shall be ninety-nine years

(6) The maximum term of a grazing lease shall be fifty years, provided that the Board shall have power at the expiration of each ten-yearly period of the lease to resume any portion thereof not exceeding one-fifth of the original area of the lease, upon giving six months notice in writing of its intention to do so, without payment of compensation.

Conditions in leases other than commercial, residential or tramway leases

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

¹⁰ This Schedule was amended by Legal Notice No. 103 of 2008.

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

Conditions of lease for agricultural purposes

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

- (a) that the lessee shall within a specified number of years and under penalty of re-entry effect to the satisfaction of the lessor such permanent improvements, which may include fencing, as may be specified in the lease;
- (b) that the lessee shall plant with crops in a good and husband like manner within the first five years of the lease at least one-fifth of the land suitable for cultivation; at least two-fifths of the said area within the first ten years of the lease; at least three-fourths of the said area within the first twenty years of the lease; and at least three-fourths of the land suitable for cultivation shall be kept planted as aforesaid for the remainder of the term of the lease;
- (c) that the lessee shall manure the portions of the land planted as aforesaid and shall keep the whole in good condition and shall not allow any part to become impoverished and shall use such artificial or other manure as may be required by the lessor or an officer authorised by the lessor in that behalf in writing;
- (d) that the lessee shall apply such measures to check soil erosion as may be required by the lessor in writing and shall maintain such measures to the satisfaction of the lessor or of an officer appointed by the lessor in writing. Such measure shall include one or more of the following: strip cropping, terracing, contour planting, cover cropping, rotation of cropping, construction of drains or dams, and construction of fences;
- (e) that the lessee shall not fell trees or clear or burn off bush or cultivate any land within a distance of twenty-four feet from the bank of a river or stream;
- (f) that the lessee shall not cultivate any crops within thirty-three feet of the centre of any public road or on a slope exceeding thirty-five degrees from the horizontal;
- (g) that the lessee shall not clear, burn off or cultivate or permit excessive grazing of the top twenty-five per cent of the hills (as measured vertically) which have a slope exceeding twenty-five degrees from the horizontal.

Conditions of a lease for residential purposes

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

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

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

- (d) that the lessee shall maintain and keep in good repair and tenantable condition, to the satisfaction of the lessor, all buildings erected upon the demised land;
- (e) that the lessee shall not cover or permit to be covered with buildings more than one-third of the total area of the demised land.

Conditions of lease for commercial purposes

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

- (a) that the lessee shall within a specified number of years under penalty of re-entry erect to the satisfaction of the lessor a commercial building on the demised land at such minimum expenditure or to such minimum specifications as may be specified in the lease;
- (b) that the lessee shall maintain and keep in good repair and tenantable condition, to the satisfaction of the lessor, all buildings erected upon the demised land;
- (c) that the lessee shall not cover or permit to be covered with buildings more than three-quarters of the area of the demised land;
- (d) that the lessee shall not, without the prior consent in writing of the lessor, carry on or permit to be carried on in or upon the demised land any offensive trade or business as defined in the Public Health Act.

Conditions of lease for grazing purposes

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

- (a) that the lessee shall within a specified number of years and under penalty of re-entry effect to the satisfaction of the lessor such permanent improvements, which shall include fencing, as may be specified in the lease;
- (b) that if the Board is satisfied during any period of the lease that any portion of the land is being used for agricultural purposes otherwise than for growing crops for the use of stock or persons employed upon the land the Board shall have the right to reassess the rent of the land so used subject to penalty of re-entry should the lessee not accept such reassessment of rent;
- (c) that the lessee shall stock the land at a minimum rate of one head of cattle or five sheep or goats per sixty-four acres within the first five years of the lease and at a minimum rate of two head of cattle or ten sheep or goats per sixty-four acres within ten years of the date of commencement of the lease and that the land shall be kept stocked as last aforesaid for the remainder of the term;
- (d) that the lessee shall not clear, burn off, cultivate or permit uncontrolled grazing of the top twenty-five per cent of hills (as measured vertically) having a slope exceeding twenty-five degrees from the horizontal;
- (e) that the lessee shall apply such measures to check soil erosion as may be required by the lessor in writing and shall maintain those measures to the satisfaction of the lessor or of an officer appointed by the lessor in that behalf in writing. Such measures may include the restriction of grazing, terracing, construction of drains or dams and the construction of fences;
- (f) that the lessee shall not, without the prior consent of the lessor in writing, take, use or otherwise injure any forest tree growing upon the demised land except for the purpose of clearing the land for the planting of grass or of erecting fences or buildings incidental to the use of the land for grazing purposes.

Conditions of lease for gardening purposes

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

- (a) that the demised land shall be used solely as a nursery, vegetable or pleasure garden or orchard, as the case may be;
- (b) that the lessee shall manure the land and carry out any other measures, including green manuring and rotation of cropping, as may be specified in writing by the lessor, from time to time, to conserve the fertility of the soil;
- (c) that a fixed sum shall be expended by the lessee in permanent improvements which shall be such as the lessor may decide in each case within a specified number of years under penalty of re-entry.

Conditions of lease for dairying purposes

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

- (a) that the lessee shall within a specified number of years and under penalty of re-entry effect to the satisfaction of the lessor such permanent improvements, which shall include fencing, as may be specified in the lease;
- (b) that there shall be planted with grass at least seven acres or one-tenth of the area of the land suitable for grazing dairy stock (whichever is the lesser area) within the first five years of the lease; at least fifteen acres or one-fifth of such area (whichever is the lesser area) within the first ten years of the lease; at least thirty acres or two-fifths of such area (whichever is the lesser area) within fifteen years from the date of commencement of the lease; and that for the remainder of the term of the lease not less than the minimum area last specified shall be maintained in good order and use;
- (c) that all such areas planted in compliance with the provisions of paragraph (b) shall at all times be maintained free from weeds and undergrowth to the satisfaction of the lessor;
- (d) that the lessee shall not clear, burn off, cultivate or permit uncontrolled or excessive grazing of the top twenty-five per cent of hills (as measured vertically) having a slope exceeding twenty-five degrees from the horizontal;
- (e) that the lessee shall apply such measures to check soil erosion as may be required by the lessor in writing and shall maintain those measures to the satisfaction of the lessor or of an officer appointed by the lessor in that behalf in writing. Such measures may include the restriction of grazing, terracing, construction of drains or dams and the construction of fences;
- (f) that the lessee shall not, without the written consent of the lessor, use more than three-quarters of the area contained in the lease for general grazing purposes apart from dairying.

Conditions of lease for tramway purposes

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

- (a) that the lessee shall not erect on the demised land any building not incidental to the use of the land for tramway purposes;
- (b) that the owners and occupiers of adjacent lands shall have the right at all times to cross the tramway lines laid or constructed provided they do not hinder or obstruct the passage of trains thereon;
- (c) that the lessee shall form and maintain in good order to the satisfaction of the lessor during the currency of the lease, all level crossings and gates and such bridges as the public have the right to use;
- (d) that the lessee shall have the right at any time during the currency of the lease to remove the tramway lines and bridges connected therewith except any bridge or bridges that may connect portions of the public highway.

Conditions of lease for quarrying purposes

32. A lease for quarrying purposes shall be used solely for the removal of sand, commonstone, lime or other similar material and for the housing of the machinery and implements necessary therefore and the labourers employed thereon, and the royalty to be paid for such material and the manner of payment and the nature and value of the improvements required to be effected shall be set out in every such lease in detail.

Conditions of lease for special purposes

33. A lease for such special purposes as are not hereinbefore mentioned shall specify the purpose for which the land shall be used, the special conditions applicable thereto, and the nature and value of the improvements required to be effected thereon and shall include clauses specifying the frequency and method of reassessment of rent and the manner of its calculation.

General conditions

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

- (a) that fruit trees growing on the demised land shall not be cut down without the consent in writing of the lessor:

Provided that this stipulation may be deleted at the discretion of the lessor in leases for a period longer than twenty-one years;

- (b) that any building erected by the lessee on the demised land shall be removable by the lessee within three months after the expiration of the lease:

Provided that—

- (i) before the removal of any building the lessee shall pay all rent owing by him, and shall perform or satisfy all his other obligations to the lessor in respect of the demised land;
 - (ii) in the removal of any building the lessee shall not do any avoidable damage to any other buildings or other part of the demised land;
 - (iii) immediately after the removal of any building the lessee shall make good all damage occasioned to any other building or other part of the demised land;
 - (iv) the lessee shall not remove any building without giving one month's previous notice in writing to the lessor of his intention to remove it;
 - (v) at any time before the expiration of the notice of removal, the lessor, by notice in writing given by him to the lessee, may elect to purchase any building comprised in the notice of removal and any building thus elected to be purchased shall be left by the lessee and shall become the property of the lessor who shall pay to the lessee the fair value thereof to an incoming lessee of the land;
 - (vi) If the lessee applies for a renewal of the lease the provisions of paragraph (c) shall be deemed to cease to apply as from the date of application of the lessee for a renewal of the lease;
- (c) that the lessee shall bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever imposed or charged upon the demised land or upon the owner or occupier in respect thereof, landlord's property tax only excepted;
 - (d) that the whole of any portion of the demised land used for the grazing of stock shall be enclosed with good and substantial fencing so that all stock kept upon the land shall at all times be adequately fenced in;
 - (e) that the lessee shall not remove or dispose of by sale or otherwise any forest produce growing upon the demised land without the written consent of the lessor first had and obtained and subject to such conditions as to the payment of royalty or otherwise prescribed by the Native Land (Forest)

- Regulations as the lessor may direct;
- (f) that the lessee shall not alienate or deal with the demised land or any part thereof, whether by sale, transfer or sub-lease or in any other manner whatsoever without the consent in writing of the lessor first had and obtained:

Provided that nothing in this paragraph shall be taken to purport to require consent by the lessor to the mortgages referred to in the proviso to subsection (1) of section 12 of the Act;

- (g) that the lessee shall not subdivide the land without the written consent of the lessor first had and obtained and then only in accordance with a plan of subdivision approved by the lessor in writing;
- (h) that the lessee shall keep open and maintain in good condition all drains, ditches and water-courses upon or intersecting the land the subject of the lease, to the satisfaction of the lessor or the Commissioner;
- (i) that in the event of any breach by the lessee of any covenant or condition in the lease, the lessor may enter upon and take possession of the demised land or may at the discretion of the Board impose a penal rent in respect of such breach.

- (j) that in the event of any rent being outstanding for a period of more than one (1) month from the date upon which such rent is due, such outstanding rent shall bear interest until payment at the current rate of interest chargeable by banks in respect of the making of advances.

(Inserted by Legal Notice No. 86 of 1996. S.2(a))

SECTION 33 —NATIVE LAND (MISCELLANEOUS FORMS) REGULATIONS ¹¹

Regulations 30 May 1940

TABLE OF PROVISIONS

REGULATION

1. Short title
2. Form of consent of native owners
3. Form of certificate
4. Form of notice
5. Form of order

Schedule—Forms

Short title

1. These Regulations may be cited as the Native Land (Miscellaneous Forms) Regulations.

Form of consent of native owners

2. The consent of the native owners to any matter or thing in respect of which such consent is required to be given under the Act or any regulations made thereunder shall be given in such manner and evidenced in such form as the Board may consider appropriate and such consent shall be deemed to have been given if a

¹¹ These Regulations were made through Regulations of 30th May 1940 and subsequently amended by Regulations of 22nd February 1946 and of 31st May 1965

majority of the adult native owners shall have signified their consent. (Form 1.)
(Substituted by regulations 31 May 1965.)

Form of certificate

3. A certificate under section 6 of the Act shall be in the Form 2 in the Schedule or as near thereto as the circumstances will permit. (Form 2.)

Form of notice

4. A notice under subsection (3) of section 19 of the Act shall be in the Form 3 in the Schedule or as near thereto as the circumstances will permit. (Form 3.)

Form of order

5. An order under subsection (6) of section 19 of the Act shall be in the Form 4 in the Schedule or as near thereto as the circumstances will permit. (Form 4.)

SCHEDULE¹²

FORM 1

RESOLUTION OF TIKINA COUNCIL

(Regulation 2)

At a meeting of the Tikina Council of the Tikina of _____ held
at _____ on the _____ day of _____, 20____ it was resolved,
with the consent of the native owners, that *[here set out terms of resolution]*.

Dated this _____ day of _____, 20____

Buli

FORM 2

Certificate No.:

FIJI

CERTIFICATE OF TRANSFER OF NATIVE LAND

(Regulation 3)

The NATIVE LAND TRUST BOARD with the consent of the Tikina Council of the Tikina of _____ in the Province of _____, Fiji Islands and on behalf of the Native Owners of the land hereinafter described DOTH HEREBY CERTIFY THAT in consideration of the sum of \$ _____ paid by the Director of Lands for the time being of Fiji Islands (the receipt whereof the said Board for and on behalf of the said Native Owners doth hereby acknowledge) ALL THAT PIECE OF LAND known by the name of _____ situate in the Tikina of _____ in the Province of _____ in the Island of _____ and owned by the Mataqali _____ and containing _____ be the same a little more or less the boundaries of which are more particularly delineated and described hereon and shown on Plan No. _____ deposited in the office of the Registrar of Titles and thereon coloured _____ HAS BEEN TRANSFERRED to the said Director of Lands for and on behalf of the State subject to such leases and encumbrances

¹² This Schedule was amended by Regulation of 22nd February 1946

as are specified in the Schedule hereto.

In witness whereof these presents have been executed this _____ day of _____, 20__.

The Common Seal of the Native Land Trust Board was } *Member of the Board*
 hereunto affixed in pursuance of a resolution of the }
 Board by and in the presence of: } *Secretary*
 Signed by the Director of Lands for and on behalf of }
 the State }

Director of Lands

Certificate No.:

Endorsed _____ at, _____ o'clock _____ noon.
 Register of Native Lands Folio: _____

Registrar of Titles

FORM 3

NOTICE OF EXTINCTION OF MATAQALI

(Regulation 4)

Notice is hereby given that _____ has reported under section 19 (2) of the Native Land Trust Act that the mataqali _____ owner of that portion of land containing _____ acres and shown as Lot _____ on plan No. _____ has ceased to exist by the extinction of its members

Any person desirous of showing that the said mataqali has not ceased to exist may give notice of objection in writing to the Native Land Trust Board within three months of the publication of this notice.

Dated at Suva this _____ day of _____, 20__.

Secretary

(To be published in a newspaper published in the Fijian language and circulating in the Fiji Islands and in English in the Gazette.)

FORM 4

ORDER OF THE NATIVE LAND TRUST BOARD

(Regulation 5)

Whereas the mataqali _____ was the owner of that piece of land containing _____ more or less and being Lot _____ on plan No. _____ deposited with the Registrar of Titles:

And whereas the said mataqali has been reported to have ceased to exist by the extinction of its members:

And whereas notice has been published in a newspaper published in the Fijian language and circulating in the Fiji Islands and in the Gazette stating that it has been reported to the Native Land Trust Board that the said mataqali has ceased to exist by the extinction of its members:

And whereas a copy of the said notice has been served on the roko tui of the province in which the said land is situate:

And whereas no objection has been received to such report within the time prescribed:

or

And whereas the objections received to such report have been duly investigated and disallowed and notice of such disallowance given as prescribed:

And whereas the said Board is satisfied that the said mataqali has ceased to exist by the extinction of its members:

And whereas it is provided by section 19 subsection (1) of the Native Land Trust Act that the land of any extinct mataqali shall fall to the State as *ultimus haeres* to be dealt with as therein provided:

Now therefore the Native Land Trust Board doth hereby order that the above-described land shall be retained and dealt with by the State in terms of section 19 subsection (1) of the Native Land Trust Act.

In witness whereof the Seal of the Board is hereunto affixed this day of , 20

The Common Seal of the Native Land Trust Board was } *Member of the Board*
hereunto affixed in pursuance of a resolution of the }
board by and in the presence of: } *Secretary*

SECTION 33—NATIVE LAND (NATIVE RESERVES) REGULATIONS ¹³

Regulations 30 May 1940,

TABLE OF PROVISIONS

REGULATION

Part 1—Preliminary

1. Short title

Part 2—Appointments, Functions and Powers of Commissioners and Assessors

2. Appointment of Commissioner and assessors
3. Power to summon witnesses, etc.
4. Notice of sittings
5. Meeting of tikina council
6. Sittings
7. Adjournment of sittings
8. Language of proceedings
9. Attendance of lessee affected

Part 3 —Miscellaneous

10. Report of Commissioner to Board
- Schedule—Claim for Native Reserve

Part 1—Preliminary

Short title

¹³ These Regulations were made through Regulations of 30th May 1940 and subsequently amended by Regulations of 22nd February 1946, 3rd March 1958, 31st May 1965, Legal Notice No. 112 of 1970

1. These Regulations may be cited as the Native Land (Native Reserves) Regulations.

Part 2 —Appointments, Functions and Powers of Commissioners and Assessors

Appointment of Commissioner and assessors

2.—(1) The Minister may appoint a Commissioner, who shall be charged with the duty of holding inquiries for the purpose of ascertaining the boundaries of portions of native land which the native owners desire should be set aside and notified as native reserves, and may appoint a person or persons to assist such Commissioner, and may, by general or special order published in the Gazette, confer on any such person or persons all or any of the powers of the Commissioner under these Regulations; and the term "Commissioner" wherever it is used in these

Regulations shall include a person duly appointed under this paragraph to assist the Commissioner.

(Amended by Regulations 3 March 1958; Legal Notice 112 of 1970.)

(2) The Minister may appoint for the inquiries in each province a person being a native Fijian to sit as assessor with the Commissioner appointed as aforesaid.

(Amended by Legal Notice 112 of 1970.)

Power to summon witnesses, etc.

3. For the purposes of any inquiry the Commissioner shall have the same powers as those vested in magistrates to summon and examine on oath all owners of any land the reservation of which is being inquired into and any person whom he may think able to give relevant evidence.

Notice of sittings

4.—(1) When the Commissioner is about to institute inquiries as aforesaid notice of the time and place at which the first sitting will be held shall be given to the buli of the tikina by the Commissioner of the Division in which the inquiries are to be held.

(2) The notice shall be delivered to the buli not less than fourteen days before the sitting. In the absence of any buli from his place of residence the notice shall be delivered to the tikina scribe or such other person as the Commissioner of the Division may appoint for the purpose.

(3) The buli or other recipient of the notice shall cause the time and place of the sitting of the Commissioner to be publicly proclaimed in each village within his tikina.

(4) A general notice of the intention to hold an inquiry giving the time and place of the meeting shall be published in the Gazette and in Na Mata.

Meeting of tikina council

5. On receipt of the notice provided for in paragraph (1) of regulation 4 by the buli or other recipient of the notice shall convene a special meeting of the tikina council within forty-eight hours, and call upon the heads of the land-owning units within the tikina to cause the members thereof to prepare particulars of the boundaries of reserves desired by them.

Sittings

6. The statement of particulars prepared under the provisions of regulation 5 shall be examined by the Commissioner, who may accept it as a basis for his recommendation in respect of reservations within the tikina, and the Commissioner shall, when he deems it advisable to do so, call and examine witnesses and make such alterations and amendments in the statements as are justified by the evidence elicited.

Adjournment of sittings

7. The Commissioner may at his discretion from time to time adjourn the sitting either *sine die* or to a fixed time and place. All members of land-owning units within the tikina in which the Commissioner is sitting at the time of

adjournment shall be deemed to have notice of the adjournment.

Language of proceedings

8. All proceedings before the Commissioner shall be conducted in the Fijian language.

Attendance of lessee affected

9. Any lessee of native land affected by any proposal of the native owners shall be entitled to attend in person before the Commissioner to give evidence and to make representations regarding such proposal. If any such lessee does not understand the Fijian language the proceedings shall be interpreted to him in a language which he understands.

Part 3 —Miscellaneous

Report of Commissioner to Board

10.—(1) Upon the conclusion of the inquiries in each tikina the Commissioner shall forward an English translation of statements prepared under regulation 5 and his notes of evidence and his recommendations thereon in respect of each proposed reserve to the Secretary, who shall place the same before the Board.

(2) The Commissioner shall cause the description of the boundaries and situation of land which are claimed for reserve to be entered in a form as set out in the Schedule.

(3) (Amended by Regulations 31 May 1965.)

(4) In the event of the owners of any native lands refusing or neglecting when called upon to give such full and proper information to the Commissioner as will enable him to carry out the provisions of regulations 2 and 5 the Commissioner shall have the power to make such recommendation to the Board as may seem to him just and equitable.

SCHEDULE ¹⁴

CLAIM FOR NATIVE RESERVE

(Regulation 10)

E na Vanua Tabu ni Taukei	(Native Reserve)
E na Tikina ko:	Yasana ko:
(In the district of)	(Province of)
E na Yavusa ko:	
(In the tribe of)	
Mataqali ka taukena:	
(Owning Mataqali)	
Sa tekivu na kenai yalayala	X X X X X X
(Boundary commencing at)	
X X X X X	X X X X X X
X X X X X	X X X X X X
X X X X X	X X X X X X
X X X X X	X X X X X X
ki na vanua ka vakatekivu mai kina.	
(to the point of commencement).	

Turaga ni Veitarogi Vanua
(Commissioner)

¹⁴ This Schedule was amended by Regulations of 31st May 1965

SECTION 33—NATIVE LAND (UNCLAIMED DEPOSITS) REGULATIONS

Legal Notice No. 129 of 1975

TABLE OF PROVISIONS

REGULATION

1. Short title
2. Advertisement of unclaimed deposits
3. Unclaimed Deposits Reserve Fund
4. Disposal of unclaimed deposits
5. *Ex gratia* payments

Short title

1. These Regulations may be cited as the Native Land (Unclaimed Deposits) Regulations.

Advertisement of unclaimed deposits

2. The Native Land Trust Board, hereinafter referred to as the Board, may at any time cause to be advertised, in each of the English and Fijian languages, at least twice at intervals of fourteen days in newspapers published and circulating in the Fiji Islands details of all rents, royalties and premiums in respect of leases or licences in respect of native land received by the Board and remaining unclaimed three months after the date of deposit with the Board.

Unclaimed Deposits Reserve Fund

3. Any such rents, royalties or premiums so deposited with the Board to which no valid claim is made at the expiration of six months from the last date of advertisement referred to in regulation 2 may be transferred to a reserve fund to be known as the Unclaimed Deposits Reserve Fund.

Disposal of unclaimed deposits

4. The Unclaimed Deposits Reserve Fund shall be disposed of by the Board from time to time in such manner as the Board shall deem appropriate for the furtherance of the purposes of the Act.

Ex gratia payments

5. For the avoidance of doubt it is hereby expressly declared that, notwithstanding any of the provisions of these Regulations, the Board may in its absolute discretion agree to make an *ex gratia* payment in full or partial settlement of any claim for the refund of a deposit submitted to the Board at any time.

SECTION 18 (1)— PROCLAMATION
(No. 1 OF 1989)

Legal Notice No. 5 of 1989

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Mataqalis as enumerated in the schedule hereto such areas of State Land in the Tikina of Saivou in the Province of Ra also enumerated in the same schedule.

SCHEDULE

MATAQALI	YAVUSA	AREA SET ASIDE	LOT NO.	NLC SHEET NO.
1. Matai (TT 218-220).	Mali	1999.5518 ha. (4941 acres)	6	J J —1 & —3 6 6
2. Naveisama (TT 221-222)	Mali	1999.5518 ha. (4941 acres)	6	J J —1 & —3 6 6
3. Navosabale (TT 223-225)	Mali	1999.5518 ha. (4941 acres)	6	J J —1 & —3 6 6

The above land is represented and more particularly delineated in purple on Plan PP 339 kept in the office of the Director of Lands and Surveyor-General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Ra, Commissioner Western and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(NO. 2 OF 1998)

Gazette Notice No. 2279 of 1998

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Mataqali and yavusa as specified in the second column of Schedule I hereto those areas of state land in the tikina of Levuka, Lovoni-i-wai, Nasinu, Moturiki, Vanuaso, Sawaieke, Cawa, Mudu, Navukailagi, Nairai and Batiki in the province of Lomaiviti also specified in the remaining columns of that Schedule.

SCHEDULE I

STATE SCHEDULE 'A' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF LOMAIVITI

PP NO	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO	AREA		AREA AFFECTED
		L	S	D		S	S	
520	Yavusa Kela TT 92, 94, 95, 97 Mataqali Naividagunu TT 98, Nawi TT 99, Naivara TT 96, Matasau TT 102, Namata TT 104, Naraisoko TT105, Naiqili TT 106, TT 107, Koronitaurua TT 109, Matanibure TT 111	1	$\frac{1}{2}$ 14	Levuka	49		95a. 0r. 00p (38.4451 ha)	Whole
521	Yavusa Qalivakalou TT 84 - 86A, 86B, 88, 91	12	$\frac{1}{2}$ 14	Levuka	36		186a. 0r. 00p (75.2715 ha)	Whole
521	Yavusa Qalibure TT 74 - 78	15	$\frac{1}{2}$ 14	Levuka	50		92a. 0r. 00p (37.2311 ha)	Whole
522	Mataqali Matanikoroira TT 61 & 62	23	$\frac{1}{2}$ 14	Levuka	32		8a. 0r. 00p (3.2375 ha)	Whole
522	Mataqali Matanikoroira TT 61 & 62	25	$\frac{1}{2}$ 14	Levuka	31		157a. 0r. 00p (63.5356 ha)	Whole
523	Mataqali Nawaqai of Yavusa Mua	46	$\frac{1}{2}$ 14 & $\frac{1}{2}$ 15	Levuka	21		44a. 0r. 00p (17.8062 ha)	Whole
524	Mataqali Naisogoi of Yavusa Gavō TT201	61	$\frac{1}{2}$ 14	Lovoni-i-wai	85		75a. 3r. 00p (30.6549 ha)	Whole
524	Mataqali Salili of Yavusa Gavō TT 204 domiciled at Nukutocia	78	$\frac{1}{2}$ 14	Lovoni-i-wai	84		36a. 2r. 00p (14.7710 ha)	Whole
525	Yavusa Sawaniika TT 384 - 392	11	$\frac{1}{2}$ 14 & $\frac{1}{2}$ 15	Nasinu	119		61a. 0r. 00p (24.6858 ha)	Whole

SCHEDULE I (Continued)

PP NO	RESERVED FOR	DESCRIPTION			CLAIM NO	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
525	Mataqali Gau of Yavusa Kai Narocake TT 407	9	$\frac{J}{14} 4 \text{ \& } \frac{J}{15} 3$	Nasinu	102	55a. Or. OOp (22.2577 ha)	Whole
526	Yavusa Vusonitokula TT 325, 327 & 329	38	$\frac{J}{19} 2$	Moturiki	171	14a. Or. OOp (5.6656 ha)	Whole
527	Yavusa Sauturaga TT 896-901	15	Gau 1	Vanuaso	532	12a. 2r. OOp (5.0586 ha)	Whole
527	Yavusa Sauturaga TT 896-901	12D	Gau 1	Vanuaso	531	1a. Or. OOp » (4047m ²)	Whole
528	Yavusa Nautu TT 919-922	26C	Gau 1	Vanuaso	546	9a. Or. OOp (3.6422 ha)	Whole
528	Yavusa Nautu TT 919-922	26	Gau 1	Vanuaso	545	32a. 2r. OOp (13.1523 ha)	Whole
529	Yavusa Nadawa TT 707-711, Sawaieke TT 714-723, Koviko TT 712, 712A & 713, Naividamu TT 726-733	80	Gau 3	Sawaieke	386	393a. Or. OOp (159.0415 ha)	Whole
529	Yavusa Nadawa TT 707-711, Sawaieke TT 714-723, Koviko TT 712, 712A & 713, Naividamu TT 726-733, Navure TT 743-755, Burei TT 760-767	42	Gau 3	Sawaieke	387	30a. Or. OOp (12.1406 ha)	Whole
530	Yavusa Yadua TT 799, 800, 802, 805A, (Sawaieke District)	12	Gau 4 & 5	Sawaieke	450	328a. Or. OOp (132.7369 ha)	Whole

SCHEDULE I (Continued)

PP NO	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
530	Yavusa Vadravadra TT 786 & 797A	11	Gau 4 & 5	Sawaieke	418	331a. Or. OOp (133.9509 ha)	Whole
531	Yavusa Burelevu TT 756-759	27	Gau3	Sawaieke	374	15a. Or. OOp (6.0703 ha)	Whole
532	Yavusa Naikasakasa TT 806-814	14	Gau 3	Sawaieke	429	427a. Or. OOp (172.8008 ha)	Whole
532	Yavusa Levukaigau TT 835-842	16	Gau 3	Sawaieke	452	255a. Or. OOp (103.1948 ha)	Whole
533	Mataqali Lomanikoro, Yavusa Cawalailai TT 567-575	1	Koro 1 & 2	Cawa	688	282a. Or. OOp (114.1214 ha)	Whole
534	Yavusa Nakaukilagi TT 582-589	12	Koro2	Cawa	695	296a. Or. OOp (119.7870 ha)	Whole
534	Yavusa Nabou (Lasakau) TT 1124-1133	13B	Koro 2	Cawa	713	148a. Or. OOp (59.8935 ha)	Whole
534	Yavusa Tunidau (Soso) TT 1134-1140	13A	Koro 2	Cawa	713A	147a. Or. OOp (59.4888 ha)	Whole
535	Mataqali Daulakeba and People of Sinuvaca - TT 501	36	Koro 2	Mudu	649	196a. Or. OOp (79.3184 ha)	Whole
536	Yavusa Nakodu TT 451-464	11	Koro 3	Mudu	641	76a. Or. OOp (30.7561 ha)	Whole
537	Yavusa Qarani TT 870-880	28	Gau 1	Navukailagi	477	80a. Or. OOp (32.3748 ha)	Whole

SCHEDULE I (Continued)

PP NO	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
538	Yavusa Kai Delai TT396-440	22	$\frac{J}{15} 3$	Nasinu	111	42a. Or. OOp (16.9968 ha)	Whole
539	Yavusa Kubuna TT632-641	9	Nairai Island	Nairai	627	8a. 2r. OOp (3.4398 ha)	Whole
539	Yavusa Kubuna TT632-641	13	Nairai Island	Nairai	571	89a. Or. OOp (36.0170 ha)	Whole
539	Yavusa Vusaradave TT690-694	15	Nairai Island	Nairai	631	51a. Or. OOp (20.6390113)	Whole
539	Yavusa Vusaradave TT690-694	18	Nairai Island	Nairai	632	27a. Or. OOp (10.9265 ha)	Whole
540	Yavusa Toranibauinakarawa TT972-978C	36	Batiki Island	Batiki	309	2a. Or. OOp (8094m ²)	Whole
540	Yavusa Toranibauinakarawa TT972-978C	53	Batiki Island	Batiki	310	31a. Or. OOp (12.5453 ha)	Whole
540	Yavusa Toranibauinakarawa TT972-978C	30	Batiki Island	Batiki	311	3a. Or. OOp (1.2141 ha)	Whole
540	Yavusa Toranibau TT944-948	27	Batiki Island	Batiki	312	25a. Or. OOp (10.1171 ha)	Whole
541	Yavusa Toranibau TT944-948	57	Batiki Island	Batiki	34	55a. Or. OOp (22.2577 ha)	Whole
541	Yavusa Toranibau TT944-948	70	Batiki Island	Patiki	314	13a. Or. OOp (5.2609 ha)	Whole

SCHEDULE I (Continued)

PP NO	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO.	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
542	Yavusa Manuku TT 964 & 965	93	Batiki Island	Batiki	264	40a. Or. OOp (16.1874 ha)	Whole
542	Yavusa Toranibau TT 944-948	95	Batiki Island	Batiki	315	138a. Or. OOp (55.8466 ha)	Whole
543	Yavusa Qalisau TT 672-674	31	Nairai Island	Nairai	633	6a. 3r. OOp (2.7316 ha)	Whole
543	Yavusa Qalilevu TT 662-671	33	Nairai Island	Nairai	635/602	108a. 3r. OOp (44.0096 ha)	Whole
543	Yavusa Qalisau TT 612-614	32	Nairai Island	Nairai	635/602	110a. 3r. OOp (44.8189 ha)	Whole

These parcels of land are represented and more particularly delineated in purple on plans PP 521-543, kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the Offices of the Ministry of Fijian Affairs, District Officer Levuka, Commissioner Eastern and the Native Land Trust Board, Suva.

SECTION 4 (1)—EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 2279 of 1998

The Native Land Trust Board has by its resolution dated 11th June 1990, which pertains to plans PP'S 520, 521, 522, 523, 530, 533, 534, 538, and 542, approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from the 24th day of November, 1998; and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE II
SCHEDULE OF LEASES EXCLUDED FROM NATIVE RESERVE IN THE PROVINCE OF LOMAIVITI

NLC LOT & SHEET REF.	TIKINA	RESERVE CLAIM NO.	CLAIMANT UNIT	PP.NO	LEASE DETAILS				
					File No.	State Lease	Area Leased	Area Claimed	Expiry Date
Lot 1 J 2 14	Levuka	49	Yavusa Kela TT 92, 94, 95, 97, Mataqali Naividagunu TT 98, Nawi TT 99, Naivara TT 96, Matasau TT 102, Namata TT 104, Naraisoko TT 105, Naiqili TT 106, TT 107, Koronitaurua TT 109, Matanibure TT 111	520	LD 4/8/54	CL 94	95a. 0r. 00p (38.4451 ha)	95a. 0r. 00p (38.4451 ha)	4.7.2023
Lot 15 J 2 14	Levuka	50	Yavusa Qalibure TT 74-78	521	LD 4/8/82	CL.BK.24 Folio 21	90a. 0r. 32p (36.5026 ha)	90a. 0r. 32p (36.5026 ha)	16.03.2022
Lot 23 J 2 14	Levuka	32	Mataqali Matanikoroira TT 61 & 62	522	LD 4/8/130	CL 80	8a. 0r. 00p (3.2375 ha)	8a. 0r. 00p (3.2375 ha)	30.04.2026
Lot 25 J 2 14	Levuka	31	Mataqali Matanikoroira TT 61 & 62	522	LD 4/8/130	CL 80	157a. 0r. 00p (63.5356 ha)	157a. 0r. 00p (63.5356 ha)	30.04.2026
Lot 46 J 2 & J 1 14 15	Levuka	21	Mataqali Nawaqai of Yavusa Mua	523	LD 4/8/27	CL 512	42a. 0r. 00p (16.9968 ha)	42a. 0r. 00p (16.9968 ha)	21.02.2033
Lot 12 Gau 4 & 5	Sawaieke	450	Yavusa Yadua TT 799, 800, 802, 805A (Sawaieke District)	530	LD 4/8/80	CL.BK.40 Folio 228	288a. 1r. 21p (116.7037 ha)	288a. 1r. 21p (116.7037 ha)	15.6.2022

SCHEDULE (Continued)

NLC LOT & SHEET REF	TIKINA	RESERVE CLAIM NO.	CLAIMANT UNIT	PP.NO	LEASE DETAILS				
					File No.	State Lease	Area Leased	Area Claimed	Expiry Date
Lot 11 Gau 4 & 5	Sawaieke	418	Yavusa Vadravadra TT 786-797 A	PP530	LD 4/8/124	A/N	42a. 2r. OOp (17.1991 ha)	42a. 2r. OOp (17.1991 ha)	1.5.2018
Lot 11 Gau 4 & 5	Sawaieke	418	Yavusa Vadravadra TT 786-797A	PP 530	LD 4/8/122	A/N	35a. Or. OOp (14.1640 ha)	35a. Or. OOp (14.1640 ha)	1.8.2017
Lot 1 Koro 1 & 2	Cawa	688	Malaqali Lomanikoro Yavusa Cawalailai TT 567-575	PP 533	LD 1703/24 TC	NL 41/334	184a. 2r. OOp (74.6645 ha)	184a. 2r. OOp (74.6645 lia)	3.11.2029
Lot 13A Koro 2	Cawa	713 A	Yavusa Tunidau (Soso) TT 1134-1140	PP534	LD 1 10/29 A	CL210	147a. Or. OOp (59.4888 ha)	147a. Or. OOp (59.4888 ha)	10.10.2029
Lot 13B Koro 2	Cawa	713	Yavusa Nabou (Lasakau) TT 1124-1133	PP 534	LD 110/29 B	CL211	148a. Or. OOp (59.8935 ha)	148a. Or. OOp (59.8935 ha)	10.10.2029
Lot 22 J 3 15	Nasiini	111	Yavusa Kai Delai TT 396-440	PP538	LD 4/8/15	A/N	30a. 2r. OOp (12.3429 ha)	6a. Or. OOp (2.4281 ha)	1.1.2000
Lot 95 Batiki Is	Batiki	315	Yavusa Toranibau TT 944-948	PP 542	LD 1885/19	CL.BK.22 Folio 13	138a.Or. OOp (55.8466 ha)	138a. Or. OOp (55.8466 ha)	1.5.2019

NOTE: (i) A/N - Approval Notice to Lease.

(ii) The dereservation from Native Reserves determined on the various dates as indicated in the last column under "expiry date"

(iii) The Landowning units concerned as listed above.

These areas of land are represented and more particularly delineated in yellow on plans PP 520 - 523, 530, 533, 534, 538 and 542, kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Levuka, Commissioner Eastern and the Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(NO. 3 OF 1998)

Gazette Notice No. 2281 of 1998

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such mataqali and yavusa as specified in the second column of Schedule I hereto those areas of state land in the tikina of Soloira, Muaira, Nagonenicolo, Matailobau, Rara, Viria, Navuakece, Nadaravakawalu, Waima, Naitasiri and Waidina in the province of Naitasiri also specified in the remaining columns of that Schedule.

SCHEDULE I
STATE SCHEDULE 'A' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF NAITASIRI

PP.NO.	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO.	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
425	Mataqali Molimakete of Yavusa Molimakete TT 336 & TT 337	45	J 3 17	Soloira	565	2a. Or. 00p (8094m ²)	Whole
440	Yavusa Tabariki TT 309, 310 & 313	1	J 1 16	Muaira	542	165a. Or. 00p (66.7731 ha)	Whole
477	Yavusa Navunitivi TT 278 - 282 & 284	2	J 2 & 4 16	Muaira	525	44a. 2r. 00p (18.0084 ha)	Whole
477	Yavusa Navunitivi TT 278 - 282 & 284	3	J 2 & 4 16	Muaira	525	31a. 3r. 00p (12.8488 ha)	Whole
477	Yavusa Navunitivi TT 278 - 282 & 284	4	J 2 & 4 16	Muaira	525	31a. 2r. 00p (12.7476 ha)	Whole
478	Yavusa Loma TT 377 - 382	42	J 1 17	Nagonenicolo	615	51a. Or. 00p (20.6390 ha)	Whole
478	Yavusa Waimaro TT 356 - 361	56	J 1 17	Nagonenicolo	596	35a. Or. 00p (14.1640 ha)	Whole
478	Yavusa Navucu TT 383 - 389	60	J 1 17	Nagonenicolo	605	60a. Or. 00p (24.2811 ha)	Whole
479	Yavusa Nabubuco TT 130 - 131	16	J 3 17	Matailobau	393	1a. 2r. 26p (6728m ²)	Whole
479	Yavusa Nakorowaqa TT 127 - 129	19	J 3 17	Matailobau	387	133a. Or. 00p (53.8231 ha)	Whole
479	Yavusa Siko TT 120 - 123	24	J 3 17	Matailobau	381	26a. 3r. 00p (10.8253 ha)	Whole
480	Yavusa Nadanuya TT 5 - 13	87	J 4 17	Rara	11	137a. Or. 00p (55.4419 ha)	Whole
480	Yavusa Nadanuya TT 5 - 13	92	J 4 17	Rara	12	91a. Or. 00p (36.8264 ha)	Whole

(SCHEDULE I CONTINUED)

PP. NO.	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO.	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
481	Mataqali Navicogo, Yavusa Nalagowai	40	J 2 22	Viria	111	93a. 0r. 00p (37.6358 ha)	Whole
482	Yavusa Navuakece TT 73 - 86	23	J 2 22	Navuakece	71	79a. 0r. 00p (31.9702 ha)	Whole
483	Mataqali. Rara	65	J 2 22	Viria	120	163a. 0r. 00p (65.9638 lfc)	78a. 0r. 00p (31.5655 ha)
484	Mataqali Nawaita & Mataqali Naduvunisili TT 137 - 138	36	J 3 17	Matailobau	405	122a. 0r. 00p (49.3716 ha)	Whole
485	Mataqali Nakorovatu of Yavusa Nasilima TT 459 - 461	84	J 3 17	Nadaravakawalu	678	30a. 2r. 00p (12.3429 ha)	Whole
486	Mataqali Naduvunisili of Yavusa Nagole TT 185	44	J 4 17	Waima	454	25a. 1r. 00p (10.2183 ha)	Whole
486	Mataqali Drevekai of Yavusa Nagole TT 188	45	J 4 17	Waima	456	12a. 2r. 00p (5.0586 ha)	Whole
487	Yavusa Nabena TT 146 - 153	10	J 4 17	Matailobau	422	7a. 2r. 00p (3.0351 ha)	Whole
487	Yavusa Suva TT 154- 159	22	J 4 17	Matailobau	428	8a. 0r. 00p (3.2375 ha)	Whole
487	Yavusa Suva TT 154-157	21	J 4 17	Matailobau	427	8a. 1r. 00p (3.3387 ha)	Whole
487	Yavusa Suva TT 154 - 158	20	J 4 17	Matailobau	426	12a. 0r. 00p (4.8562 ha)	Whole
488	Mataqali Siko, Yavusa Nawadamu TT 196	13	J 1 & 2 17	Waima	462	190a. 0r. 00p (76.8903 ha)	Whole
489	Mataqali Nakorosaitava, Yavusa Nawadamu TT 197	2	J 2 17	Waima	465	388a. 0r. 00p (157.0180 ha)	30a. 0r. 00p (12.1406 ha)

(SCHEDULE I CONTINUED)

PP. NO.	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO.	AREA (Subject to Survey)	AREA AFFECTED
		Lot District	Sheet				
490	Mataqali Vuniqe TT 200 - 201	15	J 2 17	Waima	470	2a. 2r. 00p (1.0117 ha)	Whole
490	Mataqali Vuniqe TT 200 - 201	16	J 2 17	Waima	471	1a. 0r. 00p (4047m ²)	Whole
490	Mataqali Vuniqe TT 200 - 201	17	J 2 17	Waima	472	0a. 3r. 00p (3035m ²)	Whole
491	Yavusa Nakoro TT 230, 234, 235 & 238	22	J 1 & 3 23	Naitasiri	205	145a. 0r. 00p (58.6794 ha)	Whole
491	Yavusa Nakoro TT 230, 234 - 238	28	J 1 & 3 23	Naitasiri	207	59a. 0r. 00p (23.8765 ha)	Whole
492	Yavusa Baulevuirara TT 245 - 248	4	J 3 23	Naitasiri	214	3a. 3r. 14p (1.5530 ha)	Whole
492	Yavusa Toranasau TT 249 - 253	7	J 3 23	Naitasiri	219	3a. 0r. 11p (1.2419 ha)	Whole
492	Yavusa Toranasau TT 249 - 253	11	J 3 23	Naitasiri	220	54a. 1r. 00p (21.9542 ha)	Whole
493	Yavusa Soloira (Nadakuni) TT 334 - 339	6	J 3 22	Waidina	294	37a. 0r. 00p (14.9734 ha)	Whole
493	Yavusa Soloira (Nadakuni) TT 258 - 265	7	J 3 22	Waidina	295	8a. 0r. 00p (3.2375 ha)	Whole
493	Yavusa Soloira (Nadakuni) TT 334 - 339	8	J 3 22	Waidina	296	18a. 0r. 00p (7.2843 ha)	Whole
494	Mataqali Nabutolu of Yavusa Nabutolu TT 350	2	J 3 22	Waidina	305	90a. 0r. 00p (36.4217 ha)	Whole

(SCHEDULE I CONTINUED)

PP. NO.	RESERVED FOR	DESCRIPTION OF LAND			CLAIM NO.	AREA (Subject to Survey)	AREA AFFECTED
		Lot	Sheet	District			
495	Yavusa Dreketi TT 132 - 135	1	J 1 17	Matalobau	399	396a. Or. 00p (160.2555 ha)	30a. Or. 00p (12.1406 ha)
496	Yavusa Nasalia TT 432 - 438	20	J 1, 2 & 16 J 4 11	Nagonenicolo	661	1079a. Or. 00p (436.6558 ha)	248a. Or. 00p (100.3620 ha)
544	Mataqali Marakiveli TT 10 - 11	96	J 4 & 17 J 2 22	Rara	28	122a. Or. 00p (49.3717 ha)	63a. Or. 00p (25.4952 ha)
544	Mataqali Vanuavatu TT 30	118	J 4 & 17 J 2 22	Rara	37	260a. Or. 00p (105.2182 ha)	33a. Or. 00p (13.3546 ha)
545	Mataqali Siko, Yavusa Koroqe	49	J 4 17	Waima	443	11a. Or. 00p (4.4515 ha)	Whole
545	Mataqali Siko, Yavusa Koroqe	48	J 4 17	Waima	444	14a. Or. 00p (5.6656 ha)	Whole
546	Yavusa Nadamuya (Nasirotu) TT281-290	7	M 1 2	Waidina	255	493a. Or. 00p (199.5100 ha)	51a. Or. 00p (20.6390 ha)

These areas of land are represented and more particularly delineated in purple on plans PP 425, 440, 477 - 496, 544 - 546, kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Naitasiri, Commissioner Central and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(No. 2 OF 1992)

Gazette Notice No. 1412 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Tokatoka, Mataqali and Yavusa as enumerated in Schedule I hereto such areas of State Land in the Tikina of Naloto, Vuda, Sabeto, Sikituru, Vaturu, Tavua, Nailaga, Bulu and Rukuruku in the Province of Ba also enumerated in the same Schedule.

SCHEDULE I

STATE SCHEDULE 'A' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF
BA

Reserved For	Claim Number	Description of Land				Area (Subject to survey)
		Lot	Sheets	Tikina	Province	
1. Yavusa Tububere TT 417, 420 - 423	158	45	H —3 13	Vuda	Ba	18.3120 ha (45.1.00)
2. Tokatoka Navicavaki of Yavusa Sabutoyatoya	79	51	H —3 13	Vuda	Ba	3.8445 ha (9.2.00)
3. Yavusa Ne, Leweidrasa and Leweikoro of Nadele Village	472 A	32	H H —4, —3 13 14	Sabeto	Ba	314.8454 ha (778.0.00)
4. Mataqali Cu of Yavusa Nasaunivalu	146	8 A	H —1 18	Sikituru	Ba	2.0234 ha (5.0.00)
5. Tokatoka Nadugulagi of Yavusa Nasaunivalu	150	8 A	H —1 18	Sikituru	Ba	3.6422 ha (9.0.00)
6. Mataqali Vita of Yavusa Nasaunivalu	131	8 A	H —1 18	Sikituru	Ba	1.7199 ha (4.1.00)
7. Tokatoka Vanualevu of Yavusa Conua	446	29	H —3 13	Sabeto	Ba	2.4281 ha (6.0.00)
8. Yavusa Conua, Leweiwawuwavu and Nasara	447	32	H —3 13	Sabeto	Ba	3.6422 ha (9.0.00)
9. Tokatoka Darata of Yavusa Nanuku	250	44	H H —2, 4, —1 18 19	Vaturu	Ba	562.1084 ha (1389.0.00)

	Reserved for	Claim Number	Description of Land				Area (Subject to)
			Lot	Sheets	Tikina	Province	
10.	Tokatoka Darata of Yavusa Nanuku	251	45	H — 18 2,4 & H — 19 1	Vaturu	Ba	352.8859 ha (872.0.00)
11.	Tokatoka Duaira and Votua of Yavusa Nabuna	49	30	H — 3 5	Tavua	Ba	14.5687 ha (36.0.00)
12.	Tokatoka Duaira and Votua of Yavusa Nabuna	50	33	H — 3 5	Tavua	Ba	6.0703 ha (15.0.00)
13.	Tokatoka Duaira and Votua of Yavusa Nabuna	48	30	H — 3 5	Tavua	Ba	20.2343 ha (50.0.00)
14.	Tokatoka Duaira and Votua of Yavusa Nabuna	50	32	H — 3 5	Tavua	Ba	4.7551 ha (11.3.00)
15.	Tokatoka Duaira and Votua of Yavusa Nabuna	50	34	H — 3 5	Tavua	Ba	8094 m ² (2.0.00)
16.	Mataqali Vatunisesara. Namatakoriri and Navatu-nimaravu of Yavusa Tio	53	22	H — 1 9	Nailaga	Ba	16.1874 ha (40.0.00)
17.	Mataqali Mota of Yavusa Nasolo	78B	22	H — 1 9	Nailaga	Ba	4.0469ha (10.0.00)
18.	Tokatoka Natauvia of Mataqali Namono (Yavusa Cawa) of Yavusa Sagunu	64	22	H — 1 9	Nailaga	Ba	10.1171 ha (25.0.00)
19.	Mataqali Navunirewa of Yavusa Nasolo	78 A	22	H — 1 9	Nailaga	Ba	6.0703 ha (15.0.00)
20.	Tokatoka Naivakadraru of Yavusa Ketenavunivalu	148	12	H H — 3 — 4 9	Bulu	Ba	4047 m ² (1.0.00)
21.	Mataqali Ketenavu of Yavusa Ketenavunivalu	155	2	H H — 1 — 9 4	Bulu	Ba	8094 m ² (2.0.00)
22.	Tokatoka Nadikilagi of Yavusa Yavusabalavu	161	133	H H — 1 — 9 4	Nailaga	Ba	2.4281 ha (6.0.00)
23.	Descendants of Sagalevu of Tokatoka Naduvunisau of Yavusa Tio	139 A	23	H — 2 9	Bulu	Ba	3.2375 ha (8.0.00)
24.	Tokatoka Naisevubokola of Yavusa Tio	139 B	23	H — 2 9	Bulu	Ba	6.4750 ha (16.0.00)
25.	Tokatoka Nakidroto of Yavusa Tio	139 A (i)	23	H — 2 9	Bulu	Ba	8.0937 ha (20.0.00)
26.	Mataqali Nageleusa of Yavusa Nageleusa	5	11	H — 4 14	Naloto	Ba	54.2279 ha (134.0.00)
27.	Mataqali Nageleusa of Yavusa Nageleusa	5	12	H — 4 14	Naloto	Ba	276.8050 ha (684.0.00)

Reserved for	Claim Number	Description of Land				Area (Subject to survey)	
		Lot	Sheets	Tikina	Province		
28.	Yavusa Raiwaqa	399	51	H — 2, 4 23	Rukuruku	Ba	28.7327 ha (71.0.00)
29.	Mataqali Daurua of Yavusa Daurua	10	1A	H — 2, 4 14	Naloto	Ba	217.7209 ha (538.0.00)
30. Mataqali Naviyagoiratu of Yavusa Leweikoro	1	1A	H — 2 4 14	Naloto	Ba	1147.2838 ha (2835.0.00)	
31. Mataqali Leweivisi of Yavusa Yavusatina	15	1A	H — 2, 4 14	Naloto	Ba	238.7645 ha (590.0.00)	

These areas of land are represented and more particularly delineated in purple on plans PP 412, 413, 414, 415, 416, 417, 418, 419, 420, 422, 423 and 424 kept in the office of the Director of Lands and Surveyor-General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Ba, Commissioner Western and Native Land Trust Board, Suva.

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1412 of 1999

The Native Land Trust Board has by its resolution dated 11th June, 1990 which pertains to plans PP. 412, 415, 416 & 419, approved the exclusion from native reserves of the various areas of land described in Schedule 2 below more particularly shown edged yellow on the said plan with effect from the 4th May, 1992 and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE 2
SCHEDULE OF DE-RESERVED LAND IN THE PROVINCE OF BA

Province	Tikina	Reserve Claim Number	Claimant Unit	Lease Details				
				File No. LD	State Lease	Area	Area Affected	Expiry Date
Ba	Vuda	79	Tokatoka Navicavaki of Yavusa Sabutoyatoya	4/7/17	TAW	6323m ² (1.2.10)	6323m ² (1.2.10)	
				4/7/1346	10628	1.9627ha (4.3.16)	1.9627ha (4.3.16)	31.5.2017
	Vuda	158	Yavusa Tububere TT 417, 420 - 423	4/7/1074	A/N	11.0277ha (27.1.00)	9.7125ha (24.0.00)	31.12.2010
				4/7/1472	A/N	6.1514ha (15.0.32)	6.1514ha (15.0.32)	14.2.2087
	Sabeto	447	Yavusa Conua, Leweiwawuwavu and Nasara	4/10/296	TAW	2.3522ha (5.3.10)	2.3522ha (5.3.10)	
				NLTB4/10/1392	NL9484	7.8458ha (19.1.22)	1163 m ² (0.1.06)	30.6.2002
				NLTB4/10/1749	NL13157	1.7528ha (4.1.13)	3085 m ² (0.3.02)	30.6.2002
	Nailaga	64	Tokatoka Natauvia of Mataqali Namono (Yavusa Cawa) of Yavusa Sagunu	4/1/768	TAW	9105m ² (2.1.00)	9105m ² (2.1.00)	
				4/1/3045	7610	2.5495ha (6.1.08)	2.5495ha (6.1.08)	31.12.1999

SCHEDULE 2- (Continued)

Province	Tikina	Reserve Claim Number	Claimant Unit	File No.	Lease Details		Area Affected	Expiry Date
				LD	State Lease	Area		
Ba	Nailaga	64	Tokatoka Natauvia of Mataqali Namono (Yavusa Cawa) of Yavusa Saguni	4/1/768	TAW	9105 sq m (2.1.00)	9105 sq m (2.1.00)	
				4/1/3045	7610	2.5495ha (6.1.08)	2.5495ha (6.1.08)	31.12.1999
				4/1/782	8654	1.2950 ha (3.0.32)	1.2950 ha (3.0.32)	2.01.2011
				4/1/913	12692	3979 sq m (0.3.37)	3979 sq m (0.3.37)	25.7.2025
				4/1/913A	3054	7941 sq m (1.3.34)	7941 sq m (1.3.34)	12.11.1978
				4/1/1124	11563	7941 sq m (1.3.34)	7941 sq m (1.3.34)	26.9.2011
				4/1/1190	5093	5943 sq m (1.1.17)	5943 sq m (1.1.17)	24.8.1983
				4/1/1191	7419	1719 sq m (0.1.28)	1719 sq m (0.1.28)	31.12.2004
				4/1/3262	12753	1897 sq m (0.1.35)	1897 sq m (0.1.35)	25.7.2094
Ba	Nailaga	78A	Malaqali Nuvunirewa of Yuvusa Nasolo	4/1/946	NL28/202	44.5154 ha (110.0.00)	6.0703ha (15.0.00)	30.6.2011
	Nailaga	78B	Malaqali Mota of Yavusa Nasolo	4/1/946	NL28/202	44.5154 ha (110.0.00)	4.0469ha (10.0.00)	30.6.2011
	Nailaga	53	Malaqali Vatunisesara Namatakuriri. and Navatunimaravu of Yavusa Tio	4/1/946	NL28/202	44.5154 ha (110.0.00)	16.1874ha (40.0.00)	30.6.2011
	Naloto	10	Mataqali Daurua of Yavusa Daurua	4/1/3014	A/N	2023m ² (0.2.00)	2023 m ² (0.2.00)	1.1.2000
				4/1/2-A	A/N	7.9393 ha (19.2.19)	7.9393 ha (19.2.19)	31.12.1999
				4/1/320	6564	1.4164 ha (3.2.00)	1.4164 ha (3.2.00)	1.1.2000
				4/1/1133	6100	3.1591 ha (7.3.09)	3.1591 ha (7.3.09)	31.12.1999
				4/1/166	A/N	7.1225 ha (17.2.16)	7.1225 ha (17.2.16)	31.12.1999
	Naloto	1	Mataqali Naviyagoiratu of Yavusa Leweikoro	4/1/1327	5155	1.3582 ha (3.1.17)	1.3582 ha (3.1.17)	31.12.1999

NOTE: (1) A/N—Approval Notice to Lease

(2) The dereservation from Native Reserves determined on the various dates as indicated in the last Column under "expiry date".

(3) The landowning units concerned as listed above.

These areas of land are represented and more particularly delineated in yellow on plans PP 412, 415, 416 and 419 kept in the office of the Director of Lands and Surveyor-General and copy is available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Ba, Commissioner Western and Native Land Trust Board, Suva.

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1535 of 2008

Whereas the Native Land Trust Board has by resolution dated 31st July, 2008 set aside as native holdings, the portions of native land in the schedule hereto, the Board herewith resolved, that all such lands, shall be and are hereby set aside and notified as native reserves or as native holdings specified therein to be effective forthwith.

Provided however, that any land the subject of a lease or a licence or an agreement for lease or a provisional notice of an approval to lease, subsisting at the date of this notification, shall continue to subsist as is, until the term thereof has expired.

Any lands the subject of an expired lease or a licence or an agreement for lease or a provisional notice of an approval to lease, which is yet to be determined, in terms of its renewal or otherwise, shall await consideration and the decision of the Board.

SCHEDULE

**RECOMMENDATION FOR ALLOTTMENT OF FORMER
SCHEDULE A,B AND NATIVE LAND.**

PROVINCE OF CAKAUDROVE

NO	CLAIM NO	CLAIMANT	LOT NO	PLAN	AREA ACS [HA]	TYPE	FINDING	DISTRICT
1	385	Mat Wallevu [TK823]	Naumena Is	F/4,1	½ acre [0.2023ha]	Sch B	Reserve	Cakaudrove
2	386	Mat Wallevu [TK823]	Nasavumaca Is, Dravltau Rock	F/4,1	unsurveyed	Sch B	Reserve	Cakaudrove
3	387	Mat Matakoro [TK 811-816]	Kla Is	F/4,1	10 perches [0.0252ha]	Sch B	Reserve	Cakaudrove
4	491A	Mat Vakalama [TK93-94B]	3 [pt of]	F/1,2 B/21,3,4	1246 acres [504.2384]	Native Land	Reserve	Wallevu West
5	102B	Anare Leweidlla and Agnate Descendent	26 [part of]	F/3,1	10 acres [4.0468]	Native Land	Reserve	Navatu
6	827A	Epeli Rasivisi and Agnate Descendants	17 [part of]	B/20,1	25 acres [10.1171]	Native Land	Reserve	Tunuloa

PROVINCE OF NAITASIRI

NO	CLAIM NO	CLAIMANT	LOT NO	PLAN	AREA ACS [HA]	TYPE	FINDING	DISTRICT
1	102	Yav Nacowalliva [TK120]	43	J/22,2	98.0.00 [39.6591]	Sch A	Holding	Virla
2	100A	Yav Nacowalliva [TK120]	46A	J/22,2	15.0.00 [6.0703]	Sch A	Holding	Virla
3	101A	Yav Nacowalliva [TK120]	46B	J/22,2	14.0.00 [5.6656]	Sch A	Holding	Virla

NATIVE LAND TRUST BOARD**[CHAPTER 134]**

Notice is hereby given that at its 397th meeting the Board approved by resolution dated 31st July, 2008 the following land parcels to be excluded from native reserve on stipulated terms.

PROVINCE OF BA

NO	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1	25.3392	NAVINOJI (TT 169, 170-1730)	CAWANISA	LEWA	SAVATU	7	H/15 2 & 4	99 yrs w.e.f. 1.11.06	(SPECIAL) HYDRO-ELECTRIC	FDI ELECTRICITY AUTHORITY
2.	0.1313	TOKATOKA ERENU (TT 150) OF MATAQALI NALAGI	NOI VUNATOTO	NAWAKA	NAWAKA	131	H/18 1 & 3	75 yrs w.e.f. 1.1.05	RESIDENTIAL	MOHAMMED SHORAB KHAN
3.	1.3720	BOUWAQA (TT 142-146)	BOUWAQA	TECI	YASAWA	5	D/3 2 & 4	99 yrs. w.e.f. 1.1.05	(SPECIAL) TOURISM	PAULA SOLIKOVITI FOR & ON BEHALF OF MAT. BOUWAQA

PROVINCE OF BUA

No.	AREA	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	0.1820	NAITA (TT. 408)	BURENITU	VOTUA	LEKUTU	22	A/24 3	99 yrs w.e.f. 1.1.08	COMMERCIAL	SUNIA VAKAMOCE & NAITA DEVELOPMENT

PROVINCE OF MACUATA

No.	AREA	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	2.4281	NASEALEVU (TT 164)	NAVUTU	NASEALEVU	NADOGO	7	B/8 3	99 yrs w.e.f. 1.1.08	(SPECIAL) TOURISM	ONE HUNDRED SANDS LIMITED
2.	1.8211		KAVEWA (TT 88-91)	KAVEWA	NADOGO	1	B/3 4	99 yrs. w.e.f. 1.1.08.	(SPECIAL) TOURISM	KATAWAQA RESORT LIMITED

PROVINCE OF NADROGA/NAVOSA

No.	AREA	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	0.0754	TOKATOKA NALOTU (TT 189) OF MATAQALI NASAQA	KOROIVAGADRA	TAU	WAI	57	H/22.4	30 yrs w.e.f. 1.7.08	COMMERCIAL	DIGICEL (FJI) LIMITED

PROVINCE OF NAITASIRI

No.	AREA	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGES	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	1.9439	-	MATANIKUTU TT 177 - 187 & NAYAVUMATA TT 604 - 609	TAMAVUA & SUVAVOU	NAITASIRI & REWA	9	M/3.3	10 yrs DEVELOPMENT w.e.f. 1.7.07 & 99 yrs THENCEFROM	SPECIAL DEVELOPMENT	EL SHADDAI UNITY ENTERPRISE

PROVINCE OF RA

No.	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	2.0480	NACOBICIBICI (TT 603B)	TIKOIVATU	MATAWAILEVU	NALAWA	34	J/7 3	30 yrs w.e.f. 1.1.08	AGRICULTURAL	AMELJA DROTINI & TERESIA L. Y. CHIEF

PROVINCE OF TAILEVU

No.	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	8.2480	NASAUTOKA (TT 82)	NASAUTOKA (DELA)	NASAUTOKA	NASAUTOKA	33	J/12 4	50 yrs w.e.f. 1.1.08	(SPECIAL) TOURISM	KAIVEIKAU LODGE

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1536 of 2008

Whereas the Native Land Trust Board has by resolution dated 28th August, 2008 set aside as native holdings, the portions of native land in the schedule hereto, the Board herewith resolved, that all such lands, shall be and are hereby set aside and notified as native reserves or as native holdings specified therein to be effective forthwith.

Provide[^] however, that any land the subject of a lease or a licence or an agreement for lease or a provisional notice of an approval to lease, subsisting at the date of this notification, shall continue to subsist as is, until the term thereof has expired.

Any lands the subject of an expired lease or a licence or an agreement for lease or a provisional notice of an approval to lease, which is yet to be determined, in terms of its renewal or otherwise, shall await consideration and the decision of the Board.

SCHEDULE

NATIVE LAND TRUST BOARD**[CHAPTER 134]**

Notice is hereby given that at its 398th meeting the Board approved by resolution dated 28th August, 2008 the following land parcels to be excluded from native reserve on stipulated terms.

PROVINCE OF BA

No	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	TIKINA	VILLAGE	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1	0.4139	TOKATOKA VUNABOBOBI OF MATAQALI BUA (TT 162)	SENIBUA	NAWAKA	NAWAKA	76	H/18 1	50 yrs w.e.f. 1.1.08	RESIDENTIAL	LUI & MEREANI NAISARA
2.	0.1313	TOKATOKA NADALA (TT 511) OF MATAQALI VIDILO	VIDILO	VITOGO	NAMOLI	8	H/8 3	99 yrs w.e.f. 1.5.08	INDUSTRIAL	WESTERN BUILDERS LIMITED
3.	2.7317	TOKATOKA NAKELO(TT 382) OF MATAQALI ELUVUKA	SABUTOYATOYA	VUDA	VISEISEI	74	H/13 1	99 yrs. w.e.f. 1.1.08	(SPECIAL) TOURISM	GARDENIA (FUJI) LIMITED

PROVINCE OF KADAVU

No.	AREA (ha.)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	4.0471	SUESUE (TT 213)	SUESUE	NAIKOROKORO	SANIMA	14	P/11 4	99 yrs w.e.f. 1.1.08	TOURISM	NAKURA RESORT LIMITED

PROVINCE OF MACUATA

No.	AREA (ha.)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	14.8798	NAQARA (TT 505)	NALLITU	NASEA	SASA	7	B/16 2	30 yrs w.e.f. 1.1.09	AGRICULTURAL	TEROPIKA FILEMU

PROVINCE OF NADROGA/NAVOSA

No.	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	0.3990	TOKATOKA TUNULOQ (TT 256) OF MATAQALI LEWEIWEIDANU	KOROIVAGADRA	BAVU	MOMI	23	H/22 4	30 yrs w.e.f. 1.7.08	COMMERCIAL	DIGICEL (FJI) LIMITED

PROVINCE OF RA

No.	AREA (ha)	OWNED BY				LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT
1.	1.7190	NADUGU (TT 97)	BURENITU	NAMUAIMADA	NAVOLAU	27	J/2 1	30 yrs w.e.f. 1.1.08	COMMERCIAL	PENI WAQASAQA
2.	0.0786	NABURENIVONU (TT360, 361)	NASAUWAI	NAMARAI	NAKOROTU BU	16	J/7 2	50 yrs w.e.f. 1.1.08	COMMERCIAL	DIRECTOR OF LANDS

PROVINCE OF TAILEVU

No.	AREA	OWNED BY					LAND DETAILS		LEASE DETAILS		
		MATAQALI	YAVUSA	VILLAGE	TIKINA	NLC LOT NO.	PLAN	TERM	TYPE	APPLICANT	
1.	0.4393	KAINASARAVI (TT 1139 & 1140)	TUNIDAU	SOSO	BAU	332	J/23 4	50 yrs w.e.f. 1.1.08	COMMERCIAL	BAU INVESTMENT HOLDINGS LIMITED	
2.	0.6407	NABATI (TT 651, 652) RARA (TT 653)	NABATI & RARA	NANANU	NAMENA	51 & 52	J/13 4	99 yrs w.e.f. 1.1.08	(SPECIAL) RKS TREATMENT PLANT	DIRECTOR OF LANDS	

SECTION 18 (1) — PROCLAMATION

(No. 3 OF 1992)

Gazette Notice No. 1413 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Tokatoka, Mataqali and Yavusa as enumerated in Schedule I hereto such areas of State Land in the Tikina of Nadi and Wainunu in the Province of Bua also enumerated in the same schedule.

SCHEDULE 1

STATE SCHEDULE 'A' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF BUA

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
1.	Mataqali Tanidamu & Nakoro of Yavusa Tanidamu	344	52	E E — 3, — 1 5 10	Wainunu	Bua	23.8764 ha (59.0.00)
2.	Mataqali Nakorotiki of Yavusa Wainunu	293	59	E E — 3, — 1 5 10	Wainunu	Bua	69.2012 ha (171.0.00)
3.	Mataqali Nawaido of Yavusa Solevu TT 218	529	34	E — 2, 4 9	Nadi	Bua	23.9270 ha (59.0.20)
4.	Mataqali Wainisici of Yavusa Dawadigo	342	24	E — 1 10	Nadi	Bua	18.2108 ha (45.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP 455 and 456 kept in the office of the Director of Lands & Surveyor-General and copies are available for viewing in the Offices of the ministry of Fijian Affairs, District Officer Bua, Commissioner Northern and Native Land Trust Board, Suva.

Section 18 (1) — PROCLAMATION

(No. 4 OF 1992)

Gazette Notice No. 1414 of 1999

The President and Commander-in- Chief of the Republic of the Fiji Islands, do hereby set aside, for the use, maintenance and support of such Mataqali and Yavusa enumerated in Schedule I hereto such areas of State Land in the Tikina of Wairiki, Tunuloa and Wailevu West in the Province of Cakaudrove also enumerated in the same Schedule.

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
1.	Mataqali Navesi of Yavusa Navesi (TT988, TT989)	782 B	16(Part of)	B/17 4	Wairiki	Cakaudrove	34.3983ha (85.0.00)
2	Mataqali Nalawa of Yavusa Wairikicake (TT1011-1013)	798 A	32 (Part of)	B/17 4	Wairiki	Cakaudrove	36.4217ha (90.0.00)
3.	Mataqali Mataniwai of Yavusa Sokena (TT974 and 975)	798 B	32 (Part of)	B/17 4	Wairiki	Cakaudrove	11.3312ha (28.0.00)
4.	Yavusa Naisamuwaqa	480	13	E/5 4, F/1 3	Wailevu West	Cakaudrove	148.9243 ha (368.0.00)
5.	Yavusa Tubulevu	459	5	F/1 2	Wailevu West	Cakaudrove	40.4686ha (100.0.00)
6.	Mataqali Vunisisiti of Yavusa Tubulevu (Seaqaga) TT8	458 A	4	F/1 2	Wailevu West	Cakaudrove	32.3749ha (80.0.00)
7.	Mataqali Nakorotuwa of Yavusa Namunawai TT21B	476	8 (part of)	F/1 2	Wailevu West	Cakaudrove	16.1874ha (40.0.00)
8.	Mataqali Vunimua of Yavusa Nakorosaka (TT103, 104)	499A	9	F1/2	Wailevu West	Cakaudrove	24.6858ha (61.0.00)
9.	Mataqali Vuninuku of Yavusa Naulana (TT91 and 92)	495	17	F1/2	Wailevu West	Cakaudrove	12.5453ha (31.0.00)
10.	Mataqali Benaucake of Yavusa Tunulua	844	33(Part of)	B/19 2, 4& B/20 3	Tunulua	Cakaudrove	28.3280ha (70.0.00)
II.	Mataqali Nasorowa of Yavusa Nasorowa	793B	8(Part of)	B/17 4	Wairiki	Cakaudrove	78.5090ha (194.0.00)
12.	Yavusa Naisamuwaqa	492	6	E/5 4	Wailevu West	Cakaudrove	41.2779ha (102.0.00)
13.	Mataqali Natorotoro of Yavusa (Yavusa Natovatu) Yavusa Tuarewa	504	18	F/1 1, 2	Wailevu West	Cakaudrove	33.9936 ha (84.0.00)
14.	Yavusa Nakama (TT602-606)	503	17 (part of)	F/1 1, 2	Wailevu West	Cakaudrove	19.2226ha (47.2.00)
15.	Batiri Villagers (TT67-72B)	511 B	7 (part of)	B/21 1	Wailevu West	Cakaudrove	99.1480ha (245.0.00)
16.	Apisalome Veresi and Descendents	512	31 (part of)	B/21 1	Wailevu West	Cakaudrove	105.2183ha (260.0.00)
17.	Batiri Villagers (TT67-72B)	511 A	7 (part of)	B/21 1	Wailevu West	Cakaudrove	11.7359ha (29.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP 471, 472, 473, 474, 475 and 476 kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Cakaudrove, Commissioner Northern and Native Land Trust Board, Suva

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette No. 1414 of 1999

The Native Land Trust Board has by its resolution dated 11th June 1990 which pertains to plan PP 471, the Native Land Trust Board approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from the 4th May 1992 and various terms of

exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also include all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE 2
SCHEDULE OF DERESERVED LAND IN THE PROVINCE OF CAKAUDROVE

Province	Tikina	Reserve Claim Number	Claimant Unit	Lease Details				
				File No. LD	State Lease	Area	Area Affected	Expiry Date
Cakaudrove	Wairiki	798 A	Mataqali Nalawa of Yavusa Wairiki-cake (TT1011 – 1013)	4/9/2598	3752	15.7827ha (39.0.00)	15.7827ha (39.0.00)	30.6.2008
				4/9/2597	3754	12.9904ha (32.0.16)	12.9904ha (32.0.16)	30.6.2008

Note: (i) A/N - Approval Notice to lease

(ii) The dereservation from Native Reserves determined on the various dates as indicated in the last column under “expiry date”.

(iii) The landowning units concerned as listed above.

These areas of land represented and more particularly delineated in yellow on plan on PP 471, kept in the office of the Director of Lands and the Surveyor General, a copy is available for viewing in the office of the Ministry of Fijian Affairs, District Officer—Cakaudrove, Commissioner Northern and the Native Lands Trust Board, Suva

SECTION 18 (1) — PROCLAMATION

(No. 5 OF 1992)

Gazette Notice No. 1415 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Tokatoka, Mataqali, and Yavusa enumerated in Schedule I, hereto such areas of State Land in the Tikina of Yawe, Sanima, Naceva and Nabukelevu in the Province of Kadavu also Enumerated in the same Schedule.

Schedule I

State Schedule ‘A’ Land Set Aside as Native Reserve in the Province of Kadavu

	Reserved for	Number	Lot	Sheets	Tikina	Province	Area (Subject to Survey)
1.	Mataqali Suelevu of Yavusa Delaikadavu	817 (1)	63	P/12 4 (Part of)	Naceva	Kadavu	82.5558ha (204.0.00)

2.	Yavusa Naisogoceva And Delaikadavu	817 (2)	63	P/12 4 (Part of)	Naceva	Kadavu	115.3354 ha (285.0.00)
3.	Mataqali Valelevu of Yavusa Valesasa	2/37	57	0/20 4 (Part of)	Nabukelevu	Kadavu	92.2683ha (228.0.00)
4.	Mataqali Lomaiyawe of Yavusa Yawe	263	78	P/16 1,3 (Part of)	Yawe	Kadavu	19.8296ha (49.0.00)
5.	Mataqali Muaicakau of Yavusa Naisogoika	659	68	P/11 4, P/12 3, P/16 2, P/17 1, (Part of)	Sanima	Kadavu	81.3418ha (201.0.00)
6.	Mataqali Valelevu of Yavusa Valesasa	2/38	132	0/20 4 (Part of)	Nabukelevu	Kadavu	152 m ² (0.0.06)

These areas of Land are represented and more particularly delineated in purple on plans PP446, 447 and 448 kept in the office of the Director of Lands and Surveyor-General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Kadavu, Commissioner Central/Eastern and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(No. 6 OF 1992)

Gazette Notice No. 1416 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Tokatoka, Matqali and Yavusa enumerated in Schedule I, hereto such areas of State Land in the Tikina of Mali, Labasa, Dogotuki, Nadogo, Wailevu, Namuka and Macuata in the Province of Macuata also enumerated in the same Schedule.

SCHEDULE 1

STATE SCHEDULE 'A' Land Set Aside as Native Reserve in the Province of Macuata

	Reserved for:	Claim Number					Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
1.	Yavusa Vorovoro (TT 184 – 192)	354 A & 355A	1	B/12 1	Mali	Macuata	12.9499 ha (32.0.00)
2.	Yavusa Vorovoro (TT 184 – 192)	354 A & 355A	3	B/12 1	Mali	Macuata	5.0990 ha (12.2.16)

	Reserved For:	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
3.	Yavusa Vorovoro (TT 184 – 192)	354 A & 355 A	5	B/12 1	Mali	Macuata	7.4462 ha (18.1.24)
4.	Mataqali Lasea and Nukudakuni of Yavusa Dokanaisuva, Mataqali Koroidrano, Qalaka and Nakivekivea of Yavusa Koroidrano, Mataqali Nabua and Nalele of Yavusa Navuratau	483	28	B/13 2, B/14 1	Dogotuki	Macuata	757.1668 ha (1871.0.00)
5.	Mataqali Lasea and Nukudakuni of Yavusa Dokanaisuva, Mataqali Koroidrano, Qalaka and Nakivekivea of Yavusa Koroidrano, Mataqali Nabua and Nalele of Yavusa Navuratau	482	4	B/13 2, B/14 1	Dogotuki	Macuata	571.4161 ha (1412.0.00)
6.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	21	32	B/12 4	Labasa	Macuata	2.0234 ha (5.0.00)
7.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	19	33	B/12 4	Labasa	Macuata	3.8445 ha (9.2.00)
8.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	8	27	B/12 4	Labasa	Macuata	2.7114 ha (6.2.32)
9.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	8	28	B/12 4	Labasa	Macuata	1.6187 ha (4.0.00)
10.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	20	34	B/12 4	Labasa	Macuata	5.2609 ha (13.0.00)
11.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	7	53	B/12 4	Labasa	Macuata	6475 m ² (1.2.16)
12.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	22	69	B/12 4	Labasa	Macuata	3.6422 ha (9.0.00)
13.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	28	49	B/12 4	Labasa	Macuata	4.8562 ha (12.0.00)
14.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	6	31	B/12 4	Labasa	Macuata	1.6187 ha (4.0.00)

	Reserved For:	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
15.	Yavusa Tuatua, Tikinaikawa, Matasawa, Naodamu and Nacula	5	30	B/12 4	Labasa	Macuata	2.8328 ha (7.0.00)
16.	Yavusa Wasavulu, Tuatua, Tikinaikawa, Muanaicake, Labasa, Matasawa, Vuniwai, Naodamu and Nacula	52	38	B/12 4	Labasa	Macuata	54.2279 ha (134.0.00)
17.	Yavusa Savuriti	186	1 (Part of)	B/8 4, B/9 3 & B/14 1	Nadogo	Macuata	80.9371 ha (200.0.00)
18.	Mataqali Nakalou and Nacula of Yavusa Vadramata (TT122 and 123)	185	14 (Part of)	B/8 4, B/9 3 & B/141	Nadogo	Macuata	171.9914 ha (425.0.00)

	Reserved For: Number	Claim	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
19.	Yavusa Qoibau	104	14	B/17 2 B/18 1	Labasa	Macuata	93.4824ha (231.0.00)
20.	Yavusa Wainikoro	164	6	B/8 2	Nadogo	Macuata	74.0575 ha (183.0.00)
21.	Mataqali Vunievuevu and Nadeidredre of Yavusa Navua	447	34	B/8 2	Namuka	Macuata	8.0937 ha (20.0.00)
22.	Yavusa Kevewa	172	1	B/3 4	Nadogo	Macuata	1.8211 ha (4.2.00)
23.	Yavusa Kevewa	171	5	B/3 4	Nadogo	Macuata	14.9734 ha (37.0.00)
24.	Yavusa Nakorovou	168	21 (Part of)	B/13 2	Nadogo	Macuata	6.0703 ha (15.0.00)
25.	Yavusa Matiavi	196	11 (Part of)	B/8 3	Nadogo	Macuata	12.1406 ha (30.0.00)
26.	Yavusa Walana	212	27	B/8 3	Nadogo	Macuata	50.1810 ha (124.0.00)
27.	Yavusa Nubu	181	13 (Part of)	B/8 4, & B/9 1, 3	Nadogo	Macuata	74.8668 ha (185.0.00)
28.	Yavusa Navakalama	279	1 (Part of)	A/20 2	Macuata	Macuata	55.0372 ha (136.0.00)
29.	Mataqali Rara of Yavusa Wailevu	127	19	B12 3, 4	Wailevu	Macuata	1.3355 ha (3.1.08)
30.	Mataqali Rara of Yavusa Wailevu	131	20 (Part of)	B12 3, 4	Wailevu	Macuata	2.0234 ha (5.0.00)
31.	Yavusa Qaqaravu	79	7 (Part of)	B/12 2	Labasa	Macuata	70.0106 ha (173.0.00)
32.	Yavusa Nalagi	175	1 (Part of)	B/13 4	Nadogo	Macuata	108.0511 ha (267.0.00)
33.	Mataqali Natobu of Yavusa Vuanimasei (TT211)	376	25	B/12 2	Mali	Macuata	16.1874 ha (40.0.00)
34.	Yavusa Vuanimasei	375	26	B/12 2	Mali	Macuata	19.0202 ha (47.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP 459, 460, 461, 462, 463, 465, 466, 467, 468, 469 and 470, and kept in the offices of the Director of Lands and Surveyor General. Copies are available for viewing in the Offices of the Ministry of Fijian Affairs, District Officer – Macuata, Commissioner Northern and the Native Land Trust Board, Suva.

SECTION 4 (1) —EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1416 of 1999

The Native Land Trust Board has by its resolution dated 11th June, 1990 which pertains to plans PP. 461 & 468, approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from the 4th May, 1992 and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE 2
SCHEDULE OF DE-RESERVED LAND IN THE PROVINCE OF MACUATA

Province	Tikina	Reserve Claim Number	Claimant Unit	Lease Details				
				File No. LD	State Lease	Area	Area Affected	Expiry Date
Macuata	Labasa	52	Yavusa Wasavulu. Tuatua. Tikinaikawa. Muanaicake, Labasa, Matasawa. Vuniwai. Naodamu and Nacula	4/9/2103	10938	1.7224 ha (4.1.01)	1.7224 ha (4.1.01)	1.9.1977
				4/9/2104	10134	32.1725 ha (79.2.00)	32.1725 ha (79.2.00)	30.6.1999
	Labasa	22	Yavusa Tuatua. Tikinaikawa. Matasawa. Naodamu and Nacula	4/9/2303	A/N	1.5783 ha (3.3.24)	4047 m ² (1.0.00)	1.1.2000
	Labasa	28	Yavusa Tuatua. Tikinaikawa. Matasawa. Naodamu and Nacula	4/9/2303	A/N	1.5783 ha (3.3.24)	1.1736 ha (2.3.24)	1.1.2000
				4/9/3387	5588	1.3835 ha (3.1.27)	1.3835 ha (3.1.27)	1.6.2008
				4/9/3388	7206	9586 m ² (2.1.19)	9586 m ² (2.1.19)	31.12.1995
	Nadogo	181	Yavusa Nubu	4/9/205	4479	2.3370 ha (5.3.04)	2.3370 ha (5.3.04)	8.5.1999

Note: (i) A/N—Approval Notice to lease

(ii) The de-reservation from Native Reserve determined on the various dates as indicated in the list under "expiry date"

(iii) The landowning units concerned as listed above.

These areas of land are represented and more particularly delineated in yellow on plans PP461 and 468 and kept in the offices of the Director of Lands and the Surveyor General. Copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer Macuata, Commissioner Northern and Native Land Trust Board, Suva

SECTION 18 (1)—PROCLAMATION
(No. 7 of 1992)

Gazette Notice No. 1417 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such Tokatoka, Mataqali and Yavusa as enumerated in Schedule I hereto such areas of State Land in the Tikina of Tavua, Rakiraki, Raviravi, Navolau, Naroko, Saivou, Tokaimalo, Nalaba, Lawaki, Nababa, Nakuailava, Nakorotubu, Kavula, Bureiwai, Bureivanua and Nailuva in the Province of Ra also enumerated in the same Schedule.

SCHEDULE I

STATE SCHEDULE "A" LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF RA

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
1.	Yavusa Dama	20	25(Part of)	J/12 2	Bureivanua	Ra	18.2109 ha (45.0.00)
2.	Yavusa Namolibale	9	20	J/12 2	Bureivanua	Ra	43.3014 ha (107.0.00)
3.	Yavusa Nabotini	352	85	J/11 2, J/12 1	Lawaki	Ra	21.8530 ha (54.0.00)
4.	Yavusa Namasia	339	7	J/11 2, J/12 1	Lawaki	Ra	6.4750 ha (16.0.00)
5.	Yavusa Nasilimai	378	77	J/11 2, J/12 1	Lawaki	Ra	2.2258 ha (5.2.00)
6.	Yavusa Nasilimai	377	76	J/11 2., J/12 2	Lawaki	Ra	1.2141 ha (3.0.00)
7.	Yavusa Nakasega	254	20	J/6 2	Tokaimalo	Ra	53.4185 ha (132.0.00)
8.	Yavusa Lagi	288	48	J/6 2	Nalaba	Ra	2.0234 ha (5.0.00)
9.	Yavusa Mawa	293	11	J/6 2	Nalaba	Ra	19.8296 ha (49.0.00)
10.	Yavusa Rewaisavu	223	29	J/8 3	Bureiwai	Ra	16.5921 ha (41.0.00)
11.	Yavusa Nasau	214	12	J/8 3	Bureiwai	Ra	8.0937 ha (20.0.00)
12.	Mataqali Navutalakise of Yavusa Burenitu	116	18	J/2 1	Navolau	Ra	40.0639 ha (99.0.00)

	Reserved for	Claim Number	Description of Land				Area (Subject to survey)
			Lot	Sheets	Tikina	Province	
13.	Yavusa Navudrau	174	29	J/2 1	Naroko	Ra	12.5453 ha (31.0.00)
14.	Yavusa Nasausauwai TT 960 - 998	147	42	J/7 1	Nakorotubu	Ra	27.1139 ha (67.0.00)
15.	Yavusa Nasausauwai	145	5	J/7 2	Nakorotubu	Ra	28.3280 ha (70.0.00)
16.	Yavusa Nasausauwai	137	15	J/7 2	Nakorotubu	Ra	40.4686 ha (100.0.00)
17.	Yavusa Naboutini	56	46	J/7 3	Nakuailava	Ra	40.4686 ha (100.0.00)
18.	Mataqali Matarua of Yavusa Matarua	277	4	J/7 1	Nababa	Ra	28.3280 ha (70.0.00)
19.	Yavusa Tokineke	279	58	J/6 2, 4	Nalaba	Ra	49.7763 ha (123.0.00)
20.	Yavusa Nawaqavesi	183	46	J/2 1, J/1 2	Naroko	Ra	22.2577 ha (55.0.00)
21.	Yavusa Vaudamu (Macavani)	186	48	J/2 1, J/1 2	Naroko	Ra	20.2343 ha (50.0.00)
22.	Mataqali Vatuvula of Yavusa Naroko	139	22	J/2 1, J/1 2	Naroko	Ra	11.7359 ha (29.0.00)
23.	Yavusa Nasausauwai	160	37	J/7 2, 4	Nakorotubu	Ra	13.3546 ha (33.0.00)
24.	Yavusa Burelevu	203	45	J/7 2,4	Kavula	Ra	1.3152 ha (3.1.00)
25.	Yavusa Burelevu	182	53	J/7 2, 4	Kavula	Ra	3.8445 ha (9.2.00)
26.	Yavusa Navatu	62	81	J/1 1, 2	Raviravi	Ra	16.3898 ha (40.2.00)
27.	Yavusa Nadokana TT 206-208)	54	3	H/5 4	Tavua	Ra	44.9201 ha (111.0.00)
28.	Yavusa Laitoa (TT 307-313)	258	32	J/6 1, 2, 3	Tokaimalo	Ra	12.1406 ha (30.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 449, 450 and 457 kept in the office of the Director of Lands and Surveyor-General, copies are available for viewing in the offices of the Ministry of Fijian Affairs, District Officer—Ra, Commissioner Western and the Native Land Trust Board, Suva.

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1417 of 1999

The Native Land Trust Board has by its resolution dated 11th June 1990, which pertains to plans PP.404, 407, 410, 449 & 450, approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from the 4th May 1992 and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE 2

SCHEDULE OF DE-RESERVED LAND IN THE PROVINCE OF RA

Province	Tikina	Reserve Claim Number	Claimant Unit	Lease Details				Expiry Date
				File No. L.D.	State Lease	Area	Area Affected	
Ra	Nalaba	288	Yavusa Lagi	4/13/462	10354	6.0045 ha (14.3.14)	1.5049ha (3.2.35)	19.9.2004
				4/13/2191	A/N	15.0000 ha (37.0.10)	2808 m ² (0.2.31)	1.9.2020
	Nakorotubu	147	Yavusa Nasausauwai (TT 960-998)	4/13/371	A/N	11.5335 ha (28.2.00)	11.5335 ha (28.2.00)	31.8.2011
				4/13/372	A/N	16.8754 ha (41.2.32)	16.8754 ha (41.2.32)	31.8.2011
	Nakorotubu	145	Yavusa Nasausauwai	4/13/373	A/N	26.7093 ha (66.0.00)	26.7093 ha (66.0.00)	31.8.2011
	Nakorotubu	137	Yavusa Nasausauwai	4/13/362	A/N	20.2343 ha (50.0.00)	20.2343 ha (50.0.00)	31.8.2011
				4/13/363	A/N	20.2343 ha (50.0.00)	20.2343 ha (50.0.00)	2.2.2012
				66/23	NL40 Fol.56	11.1769 ha (27.2.19)	5.3621 ha (13.1.00)	11.6.2022
	Naroko	139	Mataqali Vatuva of Yavusa Naroko	4/13/331	9840	4.3671 ha (10.3.06.6)	4.3671 ha (10.3.06.6)	9.9.2014
				4/13/458	10428	5.6848 ha (14.0.07.6)	5.6848 ha (14.0.07.6)	9.5.2014
Ra	Raviravi	62	Yavusa Navatu	4/13/382 A	10464	3.8799 ha (9.2.14)	2.2511 ha (5.2.10)	31.12.2007
	Tavua	54	Yavusa Nadokana (TT 206-208)	4/4/293	TAW	5.0990 ha (12.2.16)	5.0990 ha (12.2.16)	
				4/4/296	TAW	2.2662 ha (5.2.16)	2.2662 ha (5.2.16)	
				4/4/294	A/N	4.2897 ha (10.2.16)	4.2897 ha (10.2.16)	31.12.1999
				4/4/295	TAW	2.1448 ha (5.1.08)	2.1448 ha (5.1.08)	
	Tavua	54	Yavusa Nadokana (TT 206-208)	4/1/98	1052	20.0319 ha (49.2.00)	20.0319ha (49.2.00)	31.12.1999
				66/23	NL40 Fol.56	11.1769 ha (27.2.19)	5.3621 ha (13.1.00)	11.6.2022

NOTE : (1) A/N—Approval Notice to Lease

(2) The de-reservation from Native Reserves determined on the various dates as indicated in the last column under "expiry date".

(3) The Landowning units concerned as listed above.

These areas of land are represented and more particularly delineated in yellow on plans PP 404, 407, 410, 449 and 450 kept in the office of the Director of Lands and Surveyor-General and copy is available for viewing in the Offices of the Ministry of Fijian Affairs, District Officer Ra, Commissioner Western and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION

(No. 8 of 1992)

Gazette Notice No. 1418 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands do hereby set aside, with effect from 18th July 1965, for the use, maintenance and support of such Tokatoka, Mataqali and Yavusa as enumerated in Schedule III hereto such areas of State Land in the Tikina of Rakiraki, Raviravi, Lawaki and Bureivanua in the Province of Ra also enumerated in the same Schedule.

SCHEDULE 3
STATE SCHEDULE 'A' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF
RA

	Reserved for	Claim No.	Area set aside (Subject to Survey)	Lot. No.	NLC Sheet No.
1.	Mataqali Natilivaira of Yavusa Natiliva	99	16.2962 ha (40a 1r 03p)	77 (Part of)	E J — 4 — 2 21 and 1
2.	Mataqali Cuva of Yavusa Namolibale TT 816	3	38.8498 ha (96a)	25 (Part of)	J — 2 12
3.	Yavusa Mataravua	372	1.4164 ha (3a 2r 00p)	66	J J — 2, — 1 11 12
4.	Yavusa Mataikara	366	1.2141 ha (3a)	72	J J — 2, — 1 11 12
5.	Yavusa Mataravua	371	6070 m ² (1a 2r 00p)	67	J J — 2, — 1 11 12
6.	Yavusa Mataikara	367	2.6305 ha (6a 2r 00p)	73	J J — 2, — 1 11 12
7.	Yavusa Lomolilevu	7	14.9734 ha (37a)	40	J — 1, 3 1

These areas of land are represented and more particularly delineated in purple on plans PP452, 453 and 458 kept in the Office of the Director of Lands & Surveyor-General and copies are available for viewing in the Offices of the Ministry of Fijian Affairs, District Officer Ra, Commissioner Western and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(No. 9 of 1992)

Gazette Notice No. 1419 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside, with effect from 18 July 1965, for the use, maintenance and support of such Mataqali as enumerated in Schedule IV hereto such areas of State Land in the Tikina of Rakiraki. Nalawa and Lawaki in the Province of Ra also enumerated in the same Schedule.

I also proclaim that the Proclamation dated the 3rd of November 1990 and published on the *Fiji Republic Gazette* Number 15 on the 1st day of March 1991 with regards to the State Lands mentioned above hereto is hereby revoked and shall deemed to have had effect from the 18th day of July 1965.

SCHEDULE 4
STATE SCHEDULE 'B' LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF RA

	Mataqali	Yavusa	Claim No.	Area set aside (Subject to Survey)	Lot. No.	NLC Sheet Ref.
1.	Nagaga	Viti	45/83	19.7284 ha (48.3.00)	4	E — 4 21
2.	Nadenaivalu	Nadenaivalu	60/268	110.4792 ha (273.0.00)	22	J — 3 7
3.	Mataikara & Dreketi	Mataikara	62/368	34.3983 ha (85.0.00)	78	J — 1 12
4.	Mataravua & Nakorovuase	Mataravua	62/373	24.2811 ha (60.0.00)	79 (Part of)	J — 1 12
5.	Mataravua	Mataravua	62/374	28.3280 ha (70.0.00)	51 (Part of)	J — 1 12

These areas of land are represented and more particularly delineated in purple on plans PP 207 and 208 kept in the office of the Director of Lands & Surveyor-General and copies are available for viewing in the Offices of the Ministry of Fijian Affairs, District Officer, Ra, Commissioner Western and Native Land Trust Board, Suva.

SECTION 18 (1) — PROCLAMATION
(No. 10 OF 1992)

Gazette Notice No. 1420 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside for the use, maintenance and support of such mataqali and yavusa enumerated in Schedule I hereto to such areas of State Land in the tikina of Toga, Vutia, Rewa, Raviravi and Dreketi in the Province of Rewa also enumerated in the same schedule.

SCHEDULE 1
STATE SCHEDULE "A" LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF REWA

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
1.	Yavusa Naocodogo	535	13	M/8 2, M/3 4	Vutia	Rewa	6.6267 ha (16.1.20)
2.	Yavusa Burenivalu	1178	21	M/8 2, M/3 4	Rewa	Rewa	1.1508 ha (2.3.15)

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
3.	Yavusa Burenivalu	1178	29	M/8 2, M/3 4	Rewa	Rewa	4.9321 ha (12.0.30)
4.	Yavusa Burenivalu	1178	27	M/8 2, M/3 4	Rewa	Rewa	15.1504 ha (37.1.30)
5.	Yavusa Raviravi	1137	4	M/11 4	Raviravi	Rewa	76.0809 ha (188.0.00)
6.	Yavusa Mataisau	1138	6	M/11 4	Raviravi	Rewa	42.4920 ha (105.0.00)
7.	Yavusa Gonedau	1139	8	M/11 4	Raviravi	Rewa	54.2279 ha (134.0.00)
8.	Yavusa Nabuli	1179	38.	M/3/4 11	Dreketi	Rewa	3288 m ² (0.3.10)
9.	Yavusa Nabuli	1179	36	M/3/4 11	Dreketi	Rewa	2.8581 ha (7.0.10)
10.	Yavusa Burenivalu	1178	22	M/3/4 14	Rewa	Rewa	3794 m ² (0.3.30)
11.	Yavusa Burenivalu	1178	30	M/3/4 14	Rewa	Rewa	1948 m ² (0.1.37)
12.	Yavusa Burenivalu	1178	28	M/3/4 14	Rewa	Rewa	3642 m ² (0.3.24)
13.	Yavusa Burenivalu	1178	85	M/3/4 14	Rewa	Rewa	3895 m ² (0.3.34)
14.	Yavusa Wailumu	698	6	M/3/4 15	Dreketi	Rewa	5.0586 ha (12.2.00)
15.	Yavusa Burenivalu	1178	55	M/3/4 15	Rewa	Rewa	29.4156 ha (72.2.30)
16.	Yavusa Burenivalu	1178	58	M/3/4 14	Rewa	Rewa	19.0202 ha (47.0.00)
17.	Yavusa Nakorolevu	614	240	M/3 2	Toga	Rewa	2.8328 ha (7.0.00)
18.	Yavusa Nakorolevu	615	255 A	M/3 2	Toga	Rewa	1.4164 ha (3.2.00)
19.	Yavusa Nokonoko	577	269	M/3 2	Toga	Rewa	1.3152 ha (3.1.00)
20.	Yavusa Nokonoko	576	272	M/3 2	Toga	Rewa	1.3152 ha (3.1.00)
21.	Yavusa Nokonoko	578	143	M/3 4	Toga	Rewa	3.3387 ha (8.1.00)
22.	Yavusa Vuci	1180	146	M/3 4	Toga	Rewa	8094 m ² (2.0.00)
23.	Yavusa Nokonoko	580	153	M/3 4	Toga	Rewa	5059 m ² (1.1.00)

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
25.	Mataqali Nasavuga of Yavusa Vuci (Koroibici)	637	162	M/3 4	Toga	Rewa	3.3083 ha (8.0.28)
26.	Yavusa Nokonoko	581	163	M/3/ 4	Toga	Rewa	2.1752 ha (5.1.20)
27.	Yavusa Vuci (Koroibici)	641	164	M/3 4	Toga	Rewa	110.4792 ha (273.0.00)
28.	Yavusa Tacilevu	648	164 B	M/3 4	Toga	Rewa	11.7359 ha (29.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438 and 439 kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the offices of the Ministry of Fijian Affairs, District officer Rewa, Commissioner Central and Native Land Trust Board, Suva.

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1420 of 1999

The Native Land Trust Board has by its resolution dated 11 June, 1990 which pertains to plans PP. 435, 437, 438 & 439, approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from 4th May, 1992 and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/ tenancies and other lawful encumbrances.

SCHEDULE 2

SCHEDULE OF DE-RESERVED LAND IN THE PROVINCE OF REWA

Province	Tikina	Reserve Claim Unit	Claimant Unit	Lease Details				Expiry Date
				File No. L.D.	State Lease	Area	Area Affected	
Rewa	Toga	614	Yavusa Nakorolevu	4/14/1133	A/N	2.8682 ha (7.0.14)	2.8682 ha (7.0.14)	31.12.2004
	Toga	577	Yavusa Nokonoko	4/14/2057	5062	3.3159 ha (8.0.31)	2782m ² (0.2.30)	31.12.1999
	Toga	636	Mataqali Nasavuga of	4/14/1213	3026	1.0699 ha (2.2.23)	1.0699 ha (2.2.23)	31.8.1997
			Yavusa Vuci (Koroibici)	4/14/2728	10269	2.6684 ha (6.2.15)	2.6684 ha (6.2.15)	31.12.2006
	Toga	637	Mataqali Nasavuga of	4/14/1105	TAW	1.0370 ha (2.2.10)	1.0370 ha (2.2.10)	
			Yavusa Vuci (Koroibici)	1699/36	7405	1.9708 ha (4.3.19)	1.9708 ha (4.3.19)	31.12.1997
	Toga	581	Yavusa Nokonoko	4/14/1215	10238	23067 ha (5.2.32)	2.3067 ha (5.2.32)	31.7.2016
	Toga	641	Yavusa Vuci (Koroibici)	4/14/2103	2760	3.6573 ha (9.0.06)	3.6573 ha (9.0.06)	31.8.1997
				4/14/2384	TAW	1.2950 ha (3.0.32)	1.2950 ha (3.0.32)	
				4/14/2385		4.2720 ha (10.2.09)	2.1347 ha (5.1.04)	31.8.1997
	Toga	648	Yavusa Tacilevu	4/14/373	8748	4.7043 ha (11.2.20)	4.7043 ha (11.2.20)	30.9.1998
				4/14/1207	3035	3.5992 ha (8.2.23)	3.5992 ha (8.2.23)	31.8.2007
				4/14/2693	A/N	1.6895 ha (4.0.28)	1.6895 ha (4.0.28)	5.3.2004

Note: (i) A/N - Approval Notice to lease

(ii) The de-reservation from Native Reserve determined on the various dates as indicated in the last Column under "expiry date"

(iii) the Landowning units concerned as listed above.

These areas of land are represented and more particularly delineated in yellow on plans PP435, 437, 438 and 439 kept in the office of the Director of Lands and Surveyor General and copies are available for viewing in the office of the Ministry of Fijian Affairs, District Officer Rewa, Commissioner Central and Native Land Trust Board, Suva

SECTION 18 (1) — PROCLAMATION

(No. 11 OF 1992)

Gazette Notice No. 1421 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands do hereby set aside for the use, maintenance and support of such mataqali and yavusa enumerated in Schedule I hereto to such areas of State Land in the Tikina of Nuku, Buretu, Dravo, Nakelo, Nausori, Verata, Namata, Tokatoka, Namara, Nailega and Nasautoka in the Province of Tailevu also enumerated in the same Schedule.

SCHEDULE 1

STATE SCHEDULE "A" LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF TAILEVU

	Reserved for	Claim Number	Lot	Description of Land		Province	Area (Subject to Survey)
				Sheets	Tikina		
1.	Mataqali Naocodogo of Yavusa Nuku (TT 151 A)	250	47	M/3 2	Nuku	Tailevu	7082 m ² (1.3.00)
2	Mataqali Naocodogo of Yavusa Nuku (TT 151 A)	249	47 A (Part of)	M/3 2	Nuku	Tailevu	2.0335 ha (5.0.04)
3.	Yavusa Natogadravu. Yavusa Nuku and Yavusa Muana	261	10 (Part of)	M/3 2	Nuku	Tailevu	8.3062 ha (20.0.04)
4.	Yavusa Buretu (TT479 A-504)	320	49	M/4 1	Buretu	Tailevu	2023 m ² (0.2.00)
5.	Mataqali Nakelimacava of Yavusa Wakaniu (TT485 and 486)	287	51	M/4 1	Buretu	Tailevu	2023 m ² (0.2.00)
6.	Yavusa Naqau (TT 506-509 A)	324	31	M/4 1	Buretu	Tailevu	8.0937 ha (20.0.00)
7.	Yavusa Namara (TT 510-516 A)	329	11	M/4 1	Buretu	Tailevu	15.3781 ha (38.0.00)
8.	Yavusa Nawakura (TT 357-360A)	467	187	M/3 2	Dravo	Tailevu	3035 m ² (0.3.00)
9.	Yavusa Nawakura (TT 357-360A)	468	188	M/3 2	Dravo	Tailevu	4047 m ² (1.0.00)
10.	Yavusa Nawakura (TT 357-360A)	469	185	M/3 2	Dravo	Tailevu	6.8797 ha (17.0.00)
11.	Yavusa Nauluvatu of Yavusa Lobau (TT 337 and 338)	449	175	M/3 2	Dravo	Tailevu	1.7401 ha (4.1.08)
12.	Mataqali Wairua of Yavusa Nabukani (TT 89 and 90)	113	86	M/3 2	Nakelo	Tailevu	2023 m ² (0.2.00)

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
13.	Mataqali Wairua of Yavusa Nabukani (TT 89 and 90)	112	122	M/3 2	Nakelo	Tailevu	2.8328 ha (7.0.00)
14.	Yavusa Dauninakelo (TT 133-140)	150	22	M/4 3	Nakelo	Tailevu	7082 m ² (1.3.00)
15.	Mataqali Matasau of Yavusa Nailagolaba (Molituva) TT215A	393	142 (Part of)	M/3 2	Nausori	Tailevu	4.8562 ha (12.0.00)
16.	Mataqali Tuidi of Yavusa Nailagolaba (Naduru) TT 203, 203A and 204	381	149 (Part of)	M/3 2	Nausori	Tailevu	2.4281 ha (6.0.00)
17.	Yavusa Nacobua (TT 227-249)	497	14	J/23 4	Namata	Tailevu	36.4217 ha (90.0.00)
18.	Yavusa Vunivalu (TT 931 – 938)	25	46	J/18 4 and J/19 3	Verata	Tailevu	3.0351 ha (7.2.00)
19.	Yavusa Vunivalu (TT 931 – 938)	26	48	J/18 4 and J/19 3	Verata	Tailevu	11.7359 ha (29.0.00)
20.	Yavusa Naivakacau (TT 259-266)	506	20	J/23 4	Namata	Tailevu	18.6155 ha (46.0.00)
21.	Mataqali Vunisalato of Yavusa Naceruku (TT 361 – 363)	171	44	M/3 4	Tokatoka	Tailevu	1.6187 ha (4.0.00)
22.	Yavusa Buretu (TT 366 – 368)	178	57	M/3 4	Tokatoka	Tailevu	1.8211 ha (4.2.00)
23.	Mataqali Vunisalato of Yavusa Naceruku (TT 361 – 363)	170	35	M/3 4	Tokatoka	Tailevu	4.8562 ha (12.0.00)
24.	Yavusa Nalecava (TT 462 – 468)	233	42	M/3 4	Tokatoka	Tailevu	4.4515 ha (11.0.00)
25.	Mataqali Nabunitu of Yavusa Burenivalu (TT 458)	228	77	M/3 4	Tokatoka	Tailevu	6070 m ² (1.2.00)
26.	Mataqali Nabunitu of Yavusa Burenivalu (TT 458)	227	87	M/3 4	Tokatoka	Tailevu	1.2141 ha (3.0.00)
27.	Yavusa Naikawaga (TT 1046 – 1048)	629	87	J/23 2	Namara	Tailevu	8.4984 ha (21.0.00)
28.	Yavusa Toga (TT 1021 – 1027)	568	58	J/23 4A	Namata	Tailevu	9105 m ² (2.1.00)
29.	Yavusa Nagilogilo (TT 41-46)	505	45 (Part of)	J/12 2	Nailega	Tailevu	3.2375 ha (8.0.00)
30.	Yavusa Naduadua (Delevatulevu) (TT 47-54)	512	119	J/12 1	Nailega	Tailevu	6.6773 ha (16.2.00)
31.	Yavusa Naduadua (Delevatulevu) and Yavusa Naduadua (Vatuvale)	529	126	J/12 1	Nailega	Tailevu	8.0937 ha (20.0.00)
32.	Yavusa Danuwa (TT 77 -80)	544	111	J/12 1	Nailega	Tailevu	18.6155 ha (46.0.00)
33.	Yavusa Danuwa (TT 77 -80)	545	113	J/12 1	Nailega	Tailevu	2.8328 ha (7.0.00)
34.	Yavusa Wainuqa (TT 69 -73)	536	116	J/12 1	Nailega	Tailevu	14.9734 ha (37.0.00)

	Reserved for	Claim Number	Description of Land				Area (Subject to Survey)
			Lot	Sheets	Tikina	Province	
35.	Yavusa Burevuli (TT 55-58)	515	105 (Part of)	J/12 1	Nailega	Tailevu	26.7093 ha (66.0.00)
36.	Yavusa Danuwa, Yavusa Wainuqa and Yavusa Navuniuto	546	107 (Part of)	J/12 1	Nailega	Tailevu	98.7433 ha (244.0.00)
37.	Yavusa Navuniuto (TT 74-76)	540	136	J/12 1	Nailega	Tailevu	78.1043ha (193.0.00)
38.	Yavusa Naitasiri (Bole) (TT 29-34) and Yavusa Vuto (TT 35-39)	497	61	J/12 2 and 4	Nailega	Tailevu	15.3781 ha (38.0.00)
39.	Yavusa Naitasiri (Bole) (TT 29-34) and Yavusa Vuto (TT 35-39)	500	64	J/12 2 and 4	Nailega	Tailevu	37.6358 ha (93.0.00)
40.	Mataqali Navauqa of Yavusa Namoto (TT103)	565A	17	J/12 4	Nasautoka	Tailevu	4.0469 ha (10.0.00)
41.	Mataqali Navauqa Yavusa Namoto (TT 103)	565	15	J/12 4	Nasautoka	Tailevu	14.1640 ha (35.0.00)

These areas of land are represented and more particularly delineated in purple on plans PP's 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518 and 519 and kept in the Offices of the Director of Lands and Surveyor-General, copies are available for viewing in the offices of the Ministry of Fijian Affairs, The Commissioner Central and the Native Land Trust Board in Suva and Nausori.

SECTION 4 (1) — EXCLUSION FROM NATIVE RESERVE

Gazette Notice No. 1421 of 1999

The Native Land Trust Board has by its resolution dated 11th June 1990, which pertains to plans PP. 497, 501, 506, 509 & 514, approved the exclusion from native reserves of the various areas of land described in Schedule II below more particularly shown edged yellow on the said plan with effect from the 4th May 1992 and various terms of exclusion shall commensurate with the various remaining terms of the respective leases/tenancies over the various parcels of land as listed in the said schedule; and such terms shall determine upon the expiry of the said various leases/tenancies on dates as indicated in the Schedule. The exclusion from native reserves, apart from the said leases/tenancies, also includes all other existing lawful tenanted areas and encumbrances over such land as outlined in the mentioned Schedule II, and the expiry of the respective terms shall be in accordance with existing laws governing the said leases/tenancies and other lawful encumbrances.

SCHEDULE 2

SCHEDULE OF DE-RESERVED LAND IN THE PROVINCE OF TAILEVU

Province	Tikina	Reserve Claim Number	Claimant unit	Lease Details				
				File No. LD	State Lease	Area	Area Affected	Expiry date
Tailevu	Namata	497	Yavusa Nacobua	4/14/2311	A/N	26.3045 ha (65.0.00)	26.3045 ha (65.0.00)	31.12.2009
	Dravo	469	Yavusa Nawakura	4/14/2558	8569	6.9808 ha (17.1.00)	6.8797 ha (17.0.00)	30.4.2010
	Nuku	261	Yavusa Natogadravu, Nuku and Muana	2058/36	852	6.0298 ha (14.3.24)	6.0298 ha (14.3.24)	15.12.2036
	Tokatoka	233	Yavusa Nalecava	4/14/1195	8492	8498 m ² (2.0.16)	8498 m ² (2.0.16)	3.11.2000
		233	Yavusa Nalecava	NLTB 4/14/1052	8653	1.2950 ha (3.0.32)	3516 m ² (0.3.19)	30.6.2002
	Nailega	505	Yavusa Nagilogilo	4/14/2640	A/N	50.9904 ha (126.0.00)	3.2375 ha (8.0.00)	31.12.1999
	Tokatoka	171	Mataqali Vunisalato or Yavusa Naceruku	4/14/2044	657	1.4341 ha (3.2.07)	1.4341 ha (3.2.07)	

Note: (i) A/N—Approval Notice to Lease

(ii) The de-reservation from Native Reserve determined on the various dates as indicated in the last Column under "expiry date".

(iii) The landowning units concerned as listed below.

These areas of land are represented and more particularly delineated in yellow on plans PP 497, 501, 506, 509 and 514 kept in the Offices of the Director of Lands and Surveyor-General, copies are available for viewing in the offices of the Ministry of Fijian Affairs, The Commissioner Central and Native Land Trust Board, Suva and Nausori.

SECTION 18 (1) — PROCLAMATION

(No. 12 OF 1992)

Gazette Notice No. 1422 of 1999

The President and Commander-in-Chief of the Republic of the Fiji Islands, do hereby set aside with effect from 21 January 1965, for the use, maintenance and support of such Mataqali and Yavusa as enumerated in schedule III hereto an area of State Land in the tikina of Namata in the Province of Tailevu also enumerated in the same Schedule.

SCHEDULE 3
STATE SCHEDULE “A” LAND SET ASIDE AS NATIVE RESERVE IN THE PROVINCE OF
TAILEVU

Reserved for:	Claim Number	Lot	Sheets	Tikina	Province	Area (Subject to Survey)
1. Mataqali Matasau TT 1141 of Yavusa Qalivakabau	499	16	J/23 4	Namata	Tailevu	89.0.00 (36.0170 ha)

This area of land is represented and more particularly delineated in purple on plan PP 506 and kept in the Offices of the Director of Lands and Surveyor – General, copies are available for viewing in the offices of the Ministry of Fijian Affairs, The Commissioner Central and Native Land Trust Board, Suva and Nausori.

SECTION 4(1) — LANDS EXCLUDED FROM NATIVE RESERVES

Gazette Notice No. 108 of 2003

The Native Land Trust Board has at its 357th meeting held on 17th December 2002, at Labasa, approved the following land parcels to be excluded from native reserve on stipulated terms:

In the Province of Ba

1. An area of about 4.0468 hectares (subject to survey) owned by Mataqali Rara (TT. 202, 203) of Yavusa Vanuakula of the village of Vanuakula in the Tikina of Tavua, found as Lot 60 on NLC Sheet Reference H/5, 3 for a term of 30 years with effect from 1st January 2002, to be leased to Viliame Ugeuqe Bokini for agricultural purposes.
2. An area of about 1.7762 hectares (subject to survey) owned by Tokatoka Masekonalagi, Mataqali Yasawa (TT 623) of Yavusa Tio of the village of Sorokoba in the Tikina of Bulu, found as Lot 19 of Sheet Reference H/9, 2 for a term of 30 years with effect from 1st July 2002, to be leased to Ekari Dia Tinavou for agricultural purposes.
3. An area of about 0.3569 hectares (subject to survey) owned by Tokatoka Yavulagi (TT 90) Mataqali Vunamaoli of Yavusa Ua of Saunaka village in the Tikina of Nadi found as NLC Lot 98 of Sheet Reference H/18,1 for a term of 99 years effective from 1st July 2002, to be leased to Arvind Chauhan for residential purposes.

In the Province of Ra

4. An area of about 9.3078 hectares (subject to survey) owned by Mataqali Natauya (Dugudugutinawai) TT 489A of Yavusa Natauya District of Saivou found as Lot 65 on sheet reference J/2,3 for a term of 30 years effective from 1st January 2000, to be leased to Iowane Batidua for agricultural purposes.

In the Province of Kadavu

5. An area of about 1.2141 hectares (subject to survey) owned by Mataqali Natikoyadua (TT 327 - 328) of Yavusa Koronitabua of the village of Nacomoto in the Tikina of Naceva, found as NLC Lot 76 of Sheet Reference P/17, 2 for a term of 99 years effective from 1st January 2002, to be leased to William Doobenben for Commercial purposes.

SECTION 4 (1) — NOTIFICATION

Gazette Notice No. 108 of 2003

The Native Land Trust Board has by resolution dated 17th December, 2002, set aside as native holdings, the portions of native land in the schedule hereto as native holding. The Board hereby notified that the native holdings take effect from 17th December 2002

The Board further provided, that any land the subject of a lease or a licence or an agreement for lease or a provisional notice of an approval to lease, subsisting at the date of this notification, shall continue to subsist as is, until the term thereof has expired.

The Board ordered that, any lands the subject of an expired lease or a licence or an agreement for lease or a provisional notice of an approval to lease, which is yet to be determined, in terms of its renewal or otherwise, shall await consideration and the decision of the Board.

FORMER SCHEDULE A & B SET ASIDE AS NATIVE HOLDINGS						
PROVINCE OF CAKAUDROVE						
NO	CLAIM NO	SET ASIDE FOR	DESCRIPTION OF LAND			
			LOT NO	PLAN	AREA	DISTRICT
1.	803	Yav. Dewala TT. 978-982	1	B/18, 3	616.0.00 (249.2864)	Wairiki
2.	779A	Yav. Dewala TT. 978-982	18	B/18, 3 B/17, 4	388.0.00 (157.0214)	Wairiki
3.	786A	Yav. Vanuatabu TT. 991 - 998	14	B/17, 4	647.0.00 (261.8373)	Wairiki
4.	812	Yav. Vanuatabu TT. 991 -998	21	B/22, 2; B/17, 4	1576.0.00 (637.7845)	Wairiki
5.	813	Yav. Vanuatabu TT. 991-998	22	B/22, 2; B/17, 4	2162.0.00 (874.9302)	Wairiki
6.	805	Yav. Nasorowa TT. 961-964	2	B/17, 4	322.0.00 (130.3116)	Wairiki
7.	804	Yav. Nasorowa TT. 961-964	1	B/17, 4	775.0.00 (313.6382)	Wairiki
8.	794A	Yav. Nasorowa TT. 961-964	23	B/17, 4	21.0.00 (8.4983)	Wairiki
9.	806	Yav. Wairikibuca TT. 965-969	3	B/17, 4	248.0.00 (100.3642)	Wairiki

10.	809	Yav. Sokena TT. 970-975	4	B/17, 4	267.0.00 (108.053	Wairiki
11.	810	Yav. Sokena TT. 970 -975	5	B/17, 4	457.0.00 (184.945	Wairiki
12.	811	Yav. Sokena TT. 970-975	7	B/17, 4	360.0.00 (145.690	Wairiki
13.	799	Yav. Navesi TT. 988-989	5	B/18, 3	122.0.00 (49.3716	Wairiki
14.	802	Yav. Navesi TT. 988-989	8	B/18, 1&3	533.0.00 (215.702	Wairiki
15.	807	Yav. Navesi TT. 988-989	33	B/18, 1&3 B/17, 2 & 4	919.0.00 (371.914	Wairiki
16.	808	Yav. Navesi TT. 988-989	30	B/18, 3 B/17, 4	1205.0.0 0	Wairiki
17.	801	Yavusa Navesi TT. 988-989	7	B/18, 1&3	486.0.00 (196.681	Wairiki
18.	800	Yav. Navesi TT. 988 - 989	6	B/18, 3	514.0.00 (208.012	Wairiki
19.	481A	Yav. Yanawai TT.67-72B	11	E/5, 4	229.0.00 (92.6730	Wailevu West
20.	480A	Yav. Yanawai TT. 67 -72B	13	E/5, 4; F/1, 3	368.0.00 (148.927	Wailevu West
21.	514	Yav. Yanawai TT. 67-72B	3	E/5, 4	265.0.00 (107.241	Wailevu West
22.	492A	Yav. Yanawai TT. 67-72B	6	E/5, 4	102.0.00 (41.2788	Wailevu West
23.	515	Yav. Navaka TT. 82-85	4	E/5, 4	105.0.00 (42.4949	Wailevu West
24.	513	Yav. Vatucucu TT. 54-58	45	A/25, 4	125.0.00 (50.5868	Wailevu West

PROVINCE OF BA

NO	CLAIM NO	SET ASIDE FOR	DESCRIPTION OF LAND			
			LOT NO	PLAN	AREA	DISTRICT
1.	125	Yav.TioTT. 520, 526-530, 532-534, 538, 539	17	H/9,1	1320.0.00 (534.1850)	Nailaga

PROVINCE OF RA

NO	CLAIM NO	SET ASIDE FOR	DESCRIPTION OF LAND			
			LOT NO	PLAN	AREA	DISTRICT
1.	239	Yav. Tikoivatu TT. 601-604, 610, 611, 615-617	23	J/7, 3	359.0.00 (145.2821)	Nalawa
2.	269	Yav. Tikoivatu TT. 601-604, 610, 611, 615-617	13	J/7, 3	56.0.00 (22.6623)	Nalawa
3.	268	Yav. Tikoivatu TT 601-604, 610, 611, 615-617	21A	J/7, 3	75.0.00 (30.3514)	Nalawa
4.	238A	Yav. Tikoivatu TT. 601-604, 610, 611, 615-617	32	J/7, 3	180.0.00 (72.8434)	Nalawa
5.	291	Mat Nacobicibici (Vusukinawaqa) TT. 603B	6 (ptof)	J/7, 3 Subject to survey	167.0.00 (67.5824)	Nababa
6.	290	Mat. Nacobicibici (Namegai) TT. 603A	6 (ptof)	J/7, 3 Subject to survey	117.0.00 (47.3482)	Nababa
7.	292	Mat Lau TT. 638-641	6 (ptof)	J/7, 3 Subject to survey	182.0.00 (73.6527)	Nababa
8.	293	Mat Mataniqara TT. 717-718	6 (ptof)	J/7, 3 Subject to survey	109.0.00 (44.1107)	Nababa
9.	289D	Yav. Donumaibulu TT 667-670	26	J/12, 1	306.0.00 (123.8337)	Nababa
10.	289A	Yav. Wai TT. 676-681	27	J/12, 1	1422.0.00 (575.4629)	Nababa
11.	289E	Mat. Delaibeqa TT. 665	25	J/12, 1	5.0.00 (2.0234)	Nababa
12.	289C	Yav. Dakuda TT. 655-666	24	J/12, 1	59.0.00 (23.8764)	Nababa
13.	195C	Yav Nakamakama Kadavu TT. 367-370A	1 (ptof)	J/1, 3 Subject to survey	751.0.00 (303.9299)	Naroko
14.	289B	Yav. Nakatutu TT. 695 - 706	3	J/12, 1	797.0.00 (322.5415)	Nababa

PROVINCE OF NAMOSI

NO	CLAIM NO	SET ASIDE FOR	DESCRIPTION OF LAND			
			LOT NO	PLAN	AREA	DISTRICT
1.	6A	Yav.Nakurukuru-vakatini TT235-240	4	J/21, 3	1526.000 (617.5502)	Naqarawai
2.	64	Yav.Nabukebuke TT.28-31	26	M/2, 3; M/7, 1	833.000 337.1031)	Veivatuloa
3.	63	Yav.Nabukebuke TT 28-31	13	M/2, 3	812.000 (328.6047)	Veivatuloa

PROVINCE OF TAILEVU

NO	CLAIM NO	SET ASIDE FOR	DESCRIPTION OF LAND			
			LOT NO	PLAN	AREA	DISTRICT
1.	42A	The Chief who holds for the time being the hereditary position of Vunivalu of Vunikoka	78	M/3, 2	22.000 (8.9030)	Nakelo

Controlled by Department of Fijian Affairs, Office of the Prime Minister