



ANNO DECIMO SEXTO

ELIZABETHAE II REGINAE

A.D. 1967

No. 50 of 1967

An Act to amend the Crown Lands Act, 1929-1967,
and for other purposes.

[Assented to 26th October, 1967]

BE IT ENACTED by the Governor of the State of South
Australia, with the advice and consent of the Parliament
thereof, as follows :

1. (1) This Act may be cited as the "Crown Lands Act Amendment Act (No. 2), 1967". Short titles.
- (2) The Crown Lands Act, 1929-1967, as amended by this Act, may be cited as the "Crown Lands Act, 1929-1967".
- (3) The Crown Lands Act, 1929-1967, is hereinafter referred to as "the principal Act".
2. This Act is incorporated with the principal Act and that Act and this Act shall be read as one Act. Incorporation.

3. Section 2 of the principal Act is amended—

- (a) by striking out therefrom the passage "PART I.—Preliminary (Sections 1-4)" and inserting in lieu thereof the passage "PART I.—Preliminary (Sections 1-4a)";

and

- (b) by striking out therefrom the passage "PART VI.—Provisions applicable to Perpetual Leases and

Amendment of
principal Act,
s. 2—
Arrangement
of Act.

Agreements (Sections 47-66)" and inserting in lieu thereof the passage—

PART VI.—Provisions applicable to Perpetual Leases and Agreements (Sections 47-66b).

PART VIA.—Special Development Lands (Sections 66c-66h).

Amendment of
principal Act,
s. 4—
Interpretation.

4. Section 4 of the principal Act is amended—

(a) by inserting immediately after the definition of "dedicated lands" therein the following definition:—

"excluded area" means an area delineated on a map published in accordance with section 66f of this Act as varied from time to time in accordance with a map forwarded in accordance with subsection (2) of that section ;

and

(b) by inserting immediately after the definition of "sheep" therein the following definition :—

"special development lands" means lands for the time being declared by proclamation under section 66d of this Act to be special development lands : .

Enactment of
s. 4a of
principal Act—

5. The following section is enacted and inserted in Part I of the principal Act after section 4 thereof :—

Adjacent
lands.

4a. For the purposes of this Act, land shall be deemed to be adjacent to other land if it—

(a) abuts on that other land ;

or

(b) is separated from that other land only by a road or a travelling stock route.

Amendment of
principal Act,
s. 14—

Appointment
of chairman
and deputy
chairman by
Minister.

6. Section 14 of the principal Act is amended by striking out therefrom the word "Committee" and inserting in lieu thereof the word "board".

Amendment of
principal Act,
s. 44—

Form of
agreement.

7. Section 44 of the principal Act is amended by striking out from subsection (1) thereof the passage "this Act : " and inserting in lieu thereof the passage "this Act or as the Governor thinks fit and shall also contain such other provisions as the Governor thinks fit, together with a right of re-entry : " .

8. Section 47 of the principal Act is repealed and re-enacted as follows:—

Repeal and re-enactment of s. 47 of principal Act—

47. Notwithstanding anything in this or any other Act, the annual rent under a perpetual lease or a half yearly instalment under an agreement granted or entered into, as the case may be, on or after the twenty-fifth day of November, 1965, shall in no case be less than—

After 25/11/65 rent or instalment not to be less than two dollars.

(a) where the rent or instalment was payable before the fourteenth day of February, 1966, one pound ;

and

(b) in any other case, two dollars.

9. Section 66a of the principal Act is amended by striking out therefrom subsection (6).

Amendment of principal Act, s. 66a—

Power to add small areas to leases and agreements.

10. Section 66b of the principal Act is amended by striking out therefrom subsection (5).

Amendment of principal Act, s. 66b—

Power to sell for cash parcel of land valued at less than \$400 to adjacent registered proprietor and to consolidate certificates of title in respect thereof.

11. The following Part, heading and sections are enacted and inserted in the principal Act after section 66b thereof:—

Enactment of Part VIA of principal Act—

PART VIA.

SPECIAL DEVELOPMENT LANDS.

66c. In this Part, "lease" means a perpetual (special development) lease granted under this Act.

Definition of lease.

66d. (1) Where the board is of the opinion that the unrestricted use of any Crown lands, by reason of—

Special Development Lands.

(a) the nature of the soil or topography of those lands ;

or

(b) the situation of those lands in an area of doubtful rainfall,

would be likely to result in a hazard to the stability or productivity of those lands or of any lands, whether Crown lands or not, adjacent to those lands, then the board may recommend to the Minister that those lands be declared special development lands.

(2) Where a recommendation made in accordance with subsection (1) of this section has been approved by the Minister, the Governor may by proclamation declare the lands specified in the proclamation to be special development lands and may, after a like recommendation and approval, by proclamation amend, vary or revoke that proclamation.

Leases of
Special
Development
Lands.

66e. (1) Notwithstanding anything in this Act special development lands shall not be offered except on lease and in accordance with this Part.

(2) A lease under this Part shall be designated a perpetual (special development) lease and shall, subject to this Act, vest the land comprised in it in the lessee in perpetuity.

(3) A lease shall contain the provisions for rent and the reservations, covenants and conditions set forth in the twelfth schedule, subject to such modifications thereof or additions thereto as are required for giving effect to the provisions of this Act, or as the Governor thinks fit and shall also contain such other provisions as the Governor thinks fit, together with a right of re-entry, and shall be read and construed as if any reservations, covenants and conditions in the form of the twelfth schedule had been expressed in the extended form set forth in the thirteenth schedule and the lessee and all persons entitled to any benefit of the lease shall be bound thereby.

Excluded
areas.

66f. (1) In a notice under section 23 of this Act relating to special development lands the Minister shall cause to be delineated on a map as excluded areas any areas of land comprised in the proposed lease which, on the advice of the board, he considers should not be cleared, cultivated or used for grazing.

(2) The Minister may at any time after the grant of a lease, on the advice of the board, vary the boundaries of the areas delineated in accordance with subsection (1) of this section by causing a map showing those variations to be forwarded to any lessee affected thereby.

(3) In advising the Minister for the purposes of this section the board shall consult with and act on the advice of the person for the time being holding or acting in the office of Soil Conservator under the Soil Conservation Act, 1939-1960.

Powers of
board in
connection
with leases.

66g. (1) Subject to subsection (2) of this section, the board shall not accept an application for the grant of a lease or recommend the granting of an application under

subsection (1) of section 225 of this Act, unless it is satisfied that the intended lessee, transferee or sublessee, as the case may be—

- (a) is not the holder of or otherwise interested in a lease ;
 - (b) has the capacity to develop and manage the land in connection with which the application is made ;
- and
- (c) possesses the financial or other resources necessary to develop and manage that land.

(2) Where the board is satisfied as to the matters referred to in paragraphs (b) and (c) of that subsection it may recommend the transfer of all or portion of a lease to a person who is the holder of a lease if the board is satisfied that the lease or portion of a lease intended to be transferred will be amalgamated with the lease held by that person.

66h. (1) Sections 31, 35, 57, 61, 210, 212, 220 and subsections (2), (2a), (2aa), (3), (4) and (4a) of section 225 of this Act shall not apply to or in relation to special development lands or leases as the case may be.

Application of
the Act.

(2) This Act other than the sections and subsections referred to in subsection (1) of this section shall, subject to this Part, apply to and in relation to—

- (a) Crown lands being special development lands ;
- and
- (b) leases as if those leases were perpetual leases offered otherwise than as perpetual (special development) leases,

as the case may be.

12. Section 206 of the principal Act is amended—

- (a) by striking out from subsection (2) thereof the passage “Every such” and inserting in lieu thereof the passage “Subject to this section, every such” ;
- and
- (b) by inserting after subsection (2) thereof the following subsections :—

(3) Where it is intended the new lease shall be for a purpose other than the purpose, if any, expressed or implied by the lease or part or parts

Amendment of
principal Act,
s. 206—
Surrender for
new lease.

thereof surrendered the Governor may vary the term of and the purposes, terms and conditions of that new lease.

(4) Notwithstanding anything in this section the rent for a new lease granted under this section shall be not less than rent prescribed by section 47 of this Act.

Amendment of principal Act, s. 225—

In what circumstances transfers may be allowed.

13. Section 225 of the principal Act is amended—

(a) by striking out from subsection (1) thereof the passage “subsection (7)” and inserting in lieu thereof the passage “subsections (7) and (8)”;

and

(b) by inserting after subsection (7) thereof the following subsection :—

(8) When an intended subletting under this section is for the purpose of creating an easement in favour of the Crown, a Government Department or an instrumentality of the Crown, it shall be good and sufficient compliance with the provisions of subsection (1) of this section if the Minister consents to that intended subletting and the requirements of paragraphs I and IV of that subsection are complied with unless the board upholds an objection under paragraph IV in which case the Minister shall not consent to that intended subletting.

Amendment of principal Act, s. 232h—
Conditions.

14. Section 232h of the principal Act is amended by striking out from subsection (6a) thereof the passage “the right of the Minister” and inserting in lieu thereof the passage “the right of the Governor”.

Amendment of principal Act, eleventh schedule.

15. The principal Act is amended by striking out from the eleventh schedule thereto the word “Peela” and inserting in lieu thereof the word “Peella”.

Enactment of the twelfth and thirteenth schedules.

16. The following schedules are enacted and inserted in the principal Act after the eleventh schedule thereto :—

THE TWELFTH SCHEDULE.

Section 66e.

SOUTH [Royal Arms] AUSTRALIA

CROWN LEASE.

(PERPETUAL (SPECIAL DEVELOPMENT) No.)

Her Majesty the Queen doth hereby lease to A.B. of [address and occupation] all that [here describe land leased] to be held in perpetuity at the yearly rent of [here state the amount of the rent] to be paid in advance on the _____ day of _____ commencing on the _____ day of _____ with such penalties as are provided for by the Crown Lands Act, 1929-1967, added thereto in case any of such rents is in arrear and subject to the reservations covenants and conditions shortly stated below and some of which are more fully set out in the Crown Lands Act, 1929-1967.

Reservations.

1. There are reserved to the Crown all gold silver copper tin and other metals all ores and other substances containing metals all minerals and all gems and precious stones coal and mineral oils with incidental powers of search and mining AND ALSO the right to enter upon the land hereby leased to construct drains and/or pipe tracks and/or to lay pipes and/or to conserve water for public use where required without any payment to the lessee by way of compensation.

Covenants.

2. The Lessee must—

- i. Enclose the land with a sheep and cattle-proof fence before the end of the fifth year of the lease.
- ii. Enclose and keep enclosed with a fence or wall ordinarily capable of resisting the trespass of sheep or cattle any excluded area included in the lease.
- iii. Keep in good repair all Crown Improvements (if any) on the land.
- iv. Pay and discharge all rates taxes assessments impositions and outgoing which shall become payable in respect of the said land.
- v. Clear, sow and maintain pasture on _____ acres of the land not being land comprised in an excluded area.
- vi. During the first two years clear, sow and maintain pasture on not less than one-eighth of the area specified herein and during the second two years clear, sow and maintain pasture on not less than one-eighth of the area so specified and during each succeeding year clear, sow and maintain pasture on not less than one-eighth of the area so specified until the whole of the area so specified has been cleared and sown as aforesaid and will at all times maintain pasture on the land so cleared and sown.
- vii. Insure and keep insured all Crown improvements (if any) on the land.
- viii. Personally reside on the land for nine months in each year.
- ix. Permit the Minister and his authorized agents at all times to enter upon the land to search and mine for minerals on the land and remove therefrom any minerals or other things reserved and belonging to the Crown and also to permit the owner of any mining claim situated on the land and the holder of any mining lease of the whole or any portion of the land under any law in force for the time being relating to mining with or without workmen full and free liberty of access ingress egress and regress into upon and from the land comprised in such claim or lease.
- x. Set apart and reserve for the growth of timber at least five acres of every two hundred and fifty acres of the said land and will not destroy or permit or suffer to be destroyed any timber trees growing thereon.
- xi. Set apart and keep reserved for the purpose of preventing soil erosion such areas of the land comprised in this lease being areas covered with natural scrub growth as the Minister or his servants shall notify to the lessee and will not destroy or permit to be destroyed any natural scrub growth growing on the said areas; the said areas will be of the respective sizes and in the respective positions notified to the lessee by the Minister or his servants provided that the total area of the said areas shall not exceed one-tenth of the area of the land comprised in this lease or such greater area as the Minister on the recommendation of the Land Board may determine. The land to be set apart and kept reserved pursuant to this covenant shall be in addition to the land required to be set apart and reserved pursuant to covenant x hereof.
- xii. Comply with any notice in writing from the Minister to reduce the number of stock within the time specified in such notice and comply with any other restrictions specified in the notice.

THE TWELFTH SCHEDULE—*continued.*

- xiii. Forthwith commence to destroy and to keep the land and the adjoining half width of all public roads adjacent thereto free from vermin to the satisfaction of the Minister during the lease and fill up all burrows on the land and the said half width of road.
- xiv. Destroy and keep the land free from all weeds which are declared by the Governor by regulation under the Weeds Act, 1956-1963 to be dangerous or noxious weeds.
- xv. Pay for the improvements on the said land the sum of _____ in the following manner :—
 The sum of _____ to be paid on the _____
 day of _____ and the balance thereof together with interest
 at the rate of _____ per centum per annum to be paid in
 _____ equal annual instalments of _____ being instal-
 ments of principal and interest on the _____ day of _____
 in each year :
 Provided that in the event of any such instalment being in arrear the Lessee must pay interest thereon at the rate of Five Dollars per centum per annum from the date such instalment became due until the date of payment thereof :
 Provided also that the lessee shall have the right to pay off the whole or any portion of the money payable under this covenant together with interest then due at any time.

And the Lessee must not—

- xvi. Transfer sublet encumber or mortgage without the written consent of the Minister first had in each case.
- xvii. Effect any ground or structural improvements on the land without first obtaining the written approval of the Minister : Provided that where the Lessee effects any improvements with the consent of the Minister he will within three months of their completion lodge with the Minister a statement giving full particulars of such improvements and their location and cost.
- xviii. Clear, cultivate or use for grazing any excluded area or part thereof.
- xix. Erect brush fence or suffer or permit the same to be erected or to remain on the land.

Conditions.

3. The lease shall be liable to forfeiture in the following cases :—

- i. If default be made in payment of any rent in arrear for six months after the same falls due the Lessee having had at least three months previous notice in writing demanding its payment ; or if
- ii. Default be made in the performance or observance of any covenant ; or if
- iii. The land shall be transferred sublet or mortgaged without the written consent of the Minister first had in each case ; or if
- iv. The Lessee shall effect any ground or structural improvements on the land without first obtaining the written approval of the Minister ; or if
- v. The Lessee shall clear, cultivate or use for grazing any excluded area or part thereof.
- vi. The Lessee shall refuse to permit the Crown by its officers or servants to enter upon the land hereby leased to construct drains and/or pipe tracks and/or to lay pipes and/or to conserve water for public use ; or if
- vii. The Lessee shall refuse to permit the Minister and his authorized agents and the owner of any mining claim and the holder of any mining lease to exercise the liberty hereinbefore mentioned ; or if
- viii. The Lessee shall not set apart and reserve for the growth of timber at least five acres of every two hundred and fifty acres of the said land or if the Lessee shall destroy or permit or suffer to be destroyed any timber trees growing thereon ; or if
- ix. The Lessee shall not set apart and thereafter keep reserved for the purpose of preventing soil erosion such areas of the land comprised in this lease being areas covered with natural scrub growth of the respective sizes and in the respective positions notified to the Lessee by the Minister or his servants or if the Lessee shall destroy or permit to be destroyed any natural scrub growth growing on the said areas ; or if
- x. The Lessee shall erect brush fence or suffer or permit the same to be erected or to remain on the land.

THE TWELFTH SCHEDULE—*continued.*

4. If at any time the Minister is satisfied on such evidence as he deems sufficient that the stability or productivity of the land comprised in this lease is deteriorating to such an extent that further occupation would be likely to be detrimental to such land or to any adjacent land the Minister may give notice in writing to the Lessee of his intention to determine this lease and upon the expiration of three calendar months from the giving of such notice the Minister may determine this lease and re-enter and take possession of the said land and no compensation shall be payable to the Lessee in the event of such determination.

5. The land may be resumed by the Crown for mining or for any public work or purposes full compensation being made to the Lessee for his loss.

Section 66e.

THE THIRTEENTH SCHEDULE.

Reference to the Form in the Twelfth Schedule.	Extended Meaning
1. Reservations	Except and reserved out of this lease all gold, silver, copper, tin, and other metals, all ores and other substances containing metals, all minerals, and all gems and precious stones, coal, and mineral oils upon, in, or under the said land to Her Majesty the Queen, Her heirs and successors, and all persons lawfully claiming under or authorized by Her or them. And The Minister of Lands and all persons lawfully claiming under or authorized by them, or either of them, shall have full and free liberty of access, ingress, egress, and regress with or without horses, cattle, carts, drays, carriages, engines, and all other necessary implements and things, into, upon and from the said premises for all reasonable purposes, and to cut, dig, sink, try, search, work, remove and dispose of all or any of the said excepted and preserved things, full compensation being made to the lessee for any loss or damage sustained by him.
2. (i) Covenant to fence ..	The lessee will during the first five years substantially fence the boundaries of the said land with a fence or wall ordinarily capable of resisting the trespass of sheep or cattle and during the currency of the lease maintain such fence or wall in good and substantial repair.
2. (iii) Covenant to keep Crown improvements in Repair	The lessee will at his own cost during the said term, keep and maintain in good and tenable repair and condition all improvements (if any) the property of the Crown on the land hereby leased.
2. (v) Covenant to clear and sow with pasture	The lessee will during the first two years clear, sow and maintain pasture on not less than one-eighth of the area specified in that behalf in the lease and will during the second two years clear, sow and maintain pasture on not less than one-eighth of the area so specified and will during each succeeding year clear, sow and maintain pasture on not less than one-eighth of the area so specified until the whole of the area so specified has been cleared and sown as aforesaid and will at all times maintain pasture on the land so cleared and sown.
2. (vii) Covenant to insure Crown improvements	Insure and keep insured in the full insurable value thereof against loss and damage by fire storm and tempest all buildings erections and other improvements the property of the Crown upon the leased land in the joint names of the Minister and the Lessee in some insurance office in Adelaide to be approved of by the Minister and forthwith lodge the policy of every such insurance in the office of the Minister and forward to the Minister the receipts for the premiums payable in respect of such policy within seven days after the same shall become due. The Minister may insure on default by the Lessee and recover all amounts paid for such insurance in like manner as the rent is recoverable.
3. Conditions of forfeiture .	Provided always, and this lease is upon this express condition, that if default shall be made in payment of any rent in arrear for six months after the same falls due, the lessee having had at least three months' previous notice in writing demanding its payment, or if default shall be made in the performance or observance of any covenant on the part of the lessee; or if the lessee shall, without the written consent of the Minister first had and obtained, transfer, mortgage, encumber, or sublet the premises or any part thereof; or if the lessee shall effect any ground or structural improvements on the

THE THIRTEENTH SCHEDULE—*continued.*

Reference to the Form in the Twelfth Schedule.	Extended Meaning
5. Condition of resumption	<p>land without first obtaining the written approval of the Minister or if the lessee shall clear cultivate or use for grazing any excluded area or part thereof, Her Majesty or the Minister, after three months' written notice, may re-enter and take possession of the said lands; and it shall be lawful for the Minister, before or after re-entry, to cancel and determine this lease, and the Minister may thereupon insert a notice in the <i>Government Gazette</i> declaring this lease to be forfeited, and such notice appearing in the <i>Government Gazette</i> as having been published by the authority of the Minister shall, in all courts and elsewhere, and under all circumstances, be taken to be conclusive evidence that such lease has been legally cancelled and forfeited: Provided, however, that the Minister shall not (except in the case of rent being in arrear as aforesaid, or of the transfer, mortgage, encumbrance or subletting of the premises without such consent as aforesaid) exercise the powers expressed in this clause in the case of default in the performance of a covenant before the expiration of the period of three months after notice has been given to the lessee of such default and requiring the performance of the covenant: Provided nevertheless that if notice has been given to the lessee of any default in the performance of a covenant, no notice of any future default in the performance of the same covenant, or of the continuance of the same default, shall be necessary before the exercise of such powers.</p> <p>Provided also, and it is expressly agreed, that the Queen shall, and may, at any time, or from time to time hereafter resume possession of all or any part of the said land hereby demised for roads, railways, tramways, or for sites for towns or for parklands, or for mining purposes, or for any public work or purpose upon the Minister giving three calendar months' notice to the lessee by publication in the <i>Government Gazette</i> of such intended resumption; and that immediately from and after the expiration of three calendar months after such notice shall have been given as aforesaid this lease and the demise hereby made shall cease, determine, and be void as to all or such parts of the said lands as shall be mentioned and described in such notice, anything in this lease to the contrary notwithstanding: Provided that, on any resumption, the lessee shall be paid compensation for the loss the lessee shall sustain thereby; and, in case of dispute, the amount of such compensation shall be determined by the Land Board, or, at the option of the Minister or the lessee, in the manner provided by section 289 of the Crown Lands Act, 1929-1967.</p>

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

J. M. NAPIER, Governor's Deputy.