

WESTERN PACIFIC HIGH COMMISSION.

No. 10 of 1918



[L.S.]

C. H. RODWELL,

High Commissioner.

27th November, 1918.

KING'S REGULATION

TO EMPOWER HIS BRITANNIC MAJESTY'S HIGH COMMISSIONER FOR THE WESTERN PACIFIC TO GRANT TO THE SOLOMON ISLANDS DEVELOPMENT COMPANY LIMITED CERTAIN THREE CERTIFICATES OF OCCUPATION IN RESPECT OF CERTAIN PIECES OF LAND SITUATE ON THE ISLAND OF GUADALCANAL IN THE BRITISH SOLOMON ISLANDS PROTECTORATE.

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

In the name of His Majesty, George the Fifth, by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India:

[27th November, 1918.]

WHEREAS by a Certificate of Occupation granted the ninth day of December one thousand nine hundred and eight by Charles Majoror then acting as His Britannic Majesty's High Commissioner for the Western Pacific (hereinafter called the High Commissioner) to Burns Philp and Company Limited of Sydney in the State of New South

*Solomons Certificates of Occupation, Solomon Islands
Development Company Limited, Validation Regulation
1918.*

Wales in the Commonwealth of Australia which said Certificate (hereinafter called the existing Certificate) was duly assigned the fourteenth day of April one thousand nine hundred and nine by the said Company to the Solomon Islands Development Company Limited of Sydney aforesaid (hereinafter called the Occupier) the Occupier is in lawful occupation as tenant of His Britannic Majesty of certain pieces of land known as Muvia situate near Tetere on the island of Guadalcanal in the British Solomon Islands Protectorate and described in the existing Certificate and whereas after treaty in this behalf it has been agreed between the High Commissioner and the Occupier that the Occupier shall surrender to the High Commissioner for cancellation by him the existing Certificate and shall in substitution therefor be granted by the High Commissioner another Certificate of Occupation to be in the terms of the Certificate contained in the First Schedule hereto and shall further be granted by the High Commissioner certain other two Certificates of Occupation in respect of certain other pieces of land situate at Tetere aforesaid to be respectively in the terms of the Certificates contained in the Second and Third Schedules hereto respectively and whereas for divers reasons the enactment of this Regulation is necessary in order to give effect to the agreement between the High Commissioner and the Occupier hereinbefore referred to now therefore it is hereby enacted as follows that is to say :—

SHORT TITLE.

1. This Regulation may be cited as the Solomons Certificates of Occupation, Solomon Islands Development Company Limited, Validation Regulation 1918.

A NEW CERTIFICATE TO BE GRANTED TO THE COMPANY IN SUBSTITUTION FOR ITS EXISTING CERTIFICATE FOR CERTAIN LAND ON GUADALCANAL.

2. Upon the enactment of this Regulation the Occupier shall surrender to the High Commissioner for cancellation by him the existing Certificate and the High Commissioner shall grant to the Occupier and the Occupier shall accept in substitution therefor another Certificate of Occupation (to be called the Muvia Certificate) which shall be in the terms of the Certificate contained in the First Schedule hereto.

TWO OTHER NEW CERTIFICATES TO BE GRANTED TO THE COMPANY.

3. In addition to the Certificate of Occupation to be granted under section two hereof the High Commissioner shall grant to the Occupier and the Occupier shall accept two other Certificates of Occupation the one of which (to be called the Gavaga Certificate) shall be in the terms of the Certificate contained in the Second Schedule hereto and the other (to be called the Nalimbiu Certificate) in the terms of the Certificate contained in the Third Schedule hereto.

THE THREE CERTIFICATES TO BE VALID FOR ALL PURPOSES THEREOF.

4. Upon the grant thereof the Certificates hereinbefore provided for shall be valid and effectual for all the purposes thereof anything in the Solomons Land Regulation 1914 or in any other enactment or law to the contrary notwithstanding.

THE FIRST SCHEDULE.

MUVIA CERTIFICATE.

I, CECIL HUNTER RODWELL, Companion of the Most Distinguished Order of Saint Michael and Saint George, His Britannic Majesty's High Commissioner for the Western Pacific (hereinafter called the High Commissioner), for and on behalf of His Britannic Majesty His Heirs and Successors (hereinafter called His Majesty) do hereby grant to the Solomon Islands Development Company Limited, a Company incorporated under the laws of the State of New South Wales in the Commonwealth of Australia and having its registered office at Sydney in the said State, a Certificate of Occupation in respect of all that piece of land known as Muvia containing ten thousand acres be the same more or less situate near Tetere on the island of Guadalcanal in the British Solomon Islands Protectorate (hereinafter called the Protectorate) and described in the Schedule hereto being delineated and coloured pink on the plan therein contained to be held by the Occupier as tenant of His Majesty for the term of nine hundred and ninety-nine (999) years computed from the first day of June one thousand nine hundred and eight (1908) at the rent hereinafter reserved and subject to the conditions hereinafter expressed that is to say:—

1. The Occupier shall in respect of the period between the first day of June one thousand nine hundred and eight (1908) and the thirty-first day of May one thousand nine hundred and eighteen (1918) both inclusive be deemed to have duly paid rent for the land herewithin comprised.
2. The Occupier shall in respect of the years of the term remaining after the thirty-first day of May one thousand nine hundred and eighteen (1918) pay to the Treasurer of the Protectorate or to such other person as may from time to time be appointed by the High Commissioner to receive the same rent as follows that is to say:—(i) in respect of the year ending the thirty-first day of May one thousand nine hundred and nineteen (1919) and of each of the seventeen years next thereafter following a yearly rent of forty-four pounds (£44); (ii) in respect of the year ending the thirty-first day of May one thousand nine hundred and thirty-seven (1937) and of each of the sixty-eight years next thereafter following a yearly rent of fifty-five pounds (£55); (iii) in respect of the year ending the thirty-first day of May two thousand and six (2006) and of each of the ninety-eight years next thereafter following a yearly rent of ninety-five pounds (£95); and (iv) in respect of the year ending the thirty-first day of May two thousand one hundred and five (2105) and of each of the years of the term next thereafter remaining a yearly rent of one hundred and fifty pounds (£150): the rent payable in respect of any years as hereinbefore reckoned to be paid in advance on the first day of June of that year.
3. The rent payable as hereinbefore provided shall be decreased proportionately on the withdrawal from the operation of this Certificate of any such portion of the land herewithin comprised as the High Commissioner may think fit to withdraw therefrom in the exercise of the right reserved to him by clause number six hereof: Provided that the Occupier shall not have any claim to refund of over-payment of rent on account of any decrease as aforesaid being made.
4. The Occupier shall pay the cost of a survey of the land comprised within this Certificate to be made if and when the High Commissioner shall so direct by the Government of the Protectorate on behalf of the High Commissioner or by some person appointed by the High Commissioner in this behalf.
5. The right to all Minerals Mineral Oils and Precious Stones on or under the land comprised within this Certificate together with the right of prospecting for the same is reserved to the High Commissioner in trust for His Majesty.
6. The right is reserved to the High Commissioner to withdraw at any time from the operation of this Certificate such portions of the land herewithin comprised as he may deem necessary for the construction of any public works or for the carrying

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- out of any public purposes or for giving effect to or facilitating the carrying out of any agreement or contract relating to mining or prospecting for Minerals Mineral Oils or Precious Stones which may at any time be entered into or agreed upon between the High Commissioner or the Government of the Protectorate and any person or between any person and any other person with the authority or approval of the High Commissioner or the Government of the Protectorate and in any such case any land so withdrawn together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty: Provided that in the case of any land withdrawn as aforesaid whereon substantial improvements may have been made compensation for actual loss sustained shall be paid by the High Commissioner to the Occupier the amount of such compensation in default of mutual agreement to be fixed by His Majesty's Principal Secretary of State for the Colonies for the time being whose decision therein shall be accepted by the High Commissioner and the Occupier as final.
7. All roads paths and rights of way existing on or over the land comprised within this Certificate shall remain free and uninterrupted unless the same be closed or altered with the license and consent of the High Commissioner first obtained in writing.
 8. The Occupier shall not assign underlet or part with the possession of the land comprised within this Certificate or any portion thereof or otherwise dispose thereof without the license and consent of the High Commissioner first obtained in writing.
 9. In the event of a breach by the Occupier of any of the conditions hereinbefore expressed or of the payment of any rent payable under this Certificate being at any time in arrear for more than six months from the time when the same became payable the High Commissioner shall have power to cancel this Certificate and upon such cancellation by the High Commissioner the land comprised within this Certificate together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
 10. If the Occupier shall at any time during the term of this Certificate be desirous of surrendering this Certificate and shall give to the High Commissioner one year's previous notice in writing of such desire then at the end of the said year and on delivery up of this Certificate the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
 11. Upon the expiration of the term of this Certificate by effluxion of time the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
 12. In this Certificate the words " High Commissioner " shall be construed as binding and including the successors in office of the High Commissioner and each and any of them and the word " Occupier " shall be construed as binding and including the executors administrators and assigns of the Occupier and each and any of them.

This Certificate is granted under the provisions of the Solomons Certificates of Occupation, Solomon Islands Development Company Limited, Validation Regulation 1918 in substitution for a Certificate of Occupation granted the ninth day of December one thousand nine hundred and eight (1908) by Charles Major then acting as the High Commissioner to Burns Philp and Company Limited of Sydney aforesaid which said Certificate was duly assigned the fourteenth day of April one thousand nine hundred and nine (1909) by the said Company to the Occupier.

We, the Solomon Islands Development Company Limited, do hereby accept this Certificate.

In witness whereof, &c.

SCHEDULE.

A.—Description of Muvia.

ALL that piece of land known as "Muvia" containing 10,000 acres situate near Tetere on the island of Guadalcanal in the Protectorate.

Commencing at a concrete peg on the southern side of a piece of land reserved to the High Commissioner for a road being one chain wide opposite the south eastern corner of a piece of land known as "Gavaga."

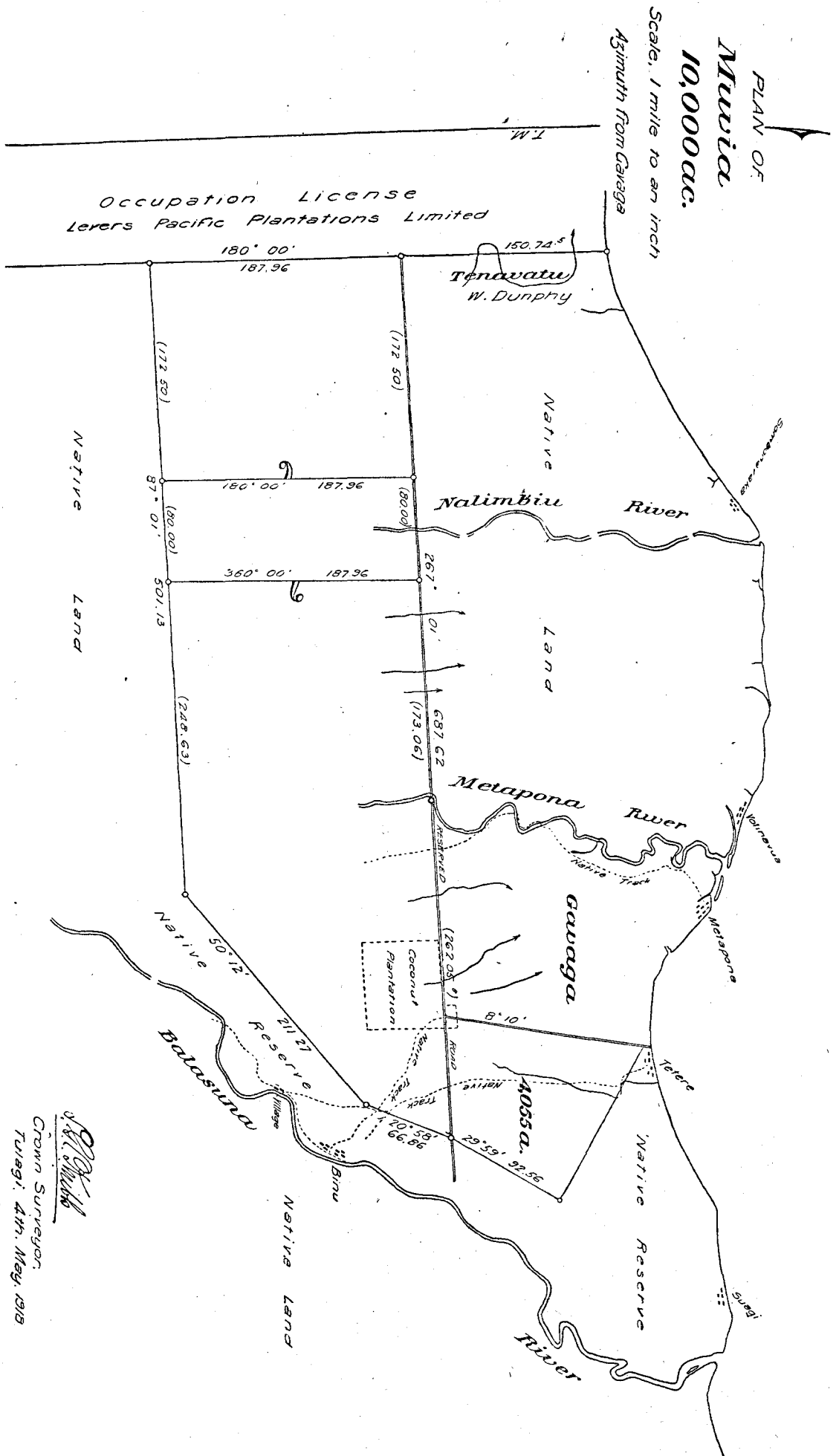
Thence bounded by a line bearing $267^{\circ} 01' 687$ chains and 62 links being the southern side of the above-mentioned piece of land reserved to the High Commissioner for a road to a concrete peg, thence by a line bearing $180^{\circ} 00' 187$ chains and 96 links being the eastern boundary of a piece of land held under a Certificate of Occupation by Levers Pacific Plantations Limited, thence by a line bearing $87^{\circ} 01' 501$ chains and 13 links, thence by a line bearing $50^{\circ} 12' 211$ chains and 27 links to a concrete peg, thence by a line bearing $20^{\circ} 58' 66$ chains and 86 links to the point of commencement.

Save and except all that piece of land commencing at a point on the southern boundary of the presently described piece of land known as "Muvia" distant 172 chains and 50 links from its south western corner, thence bounded by a line bearing $87^{\circ} 01' 80$ chains, thence by a line bearing $360^{\circ} 00' 187$ chains and 96 links, thence by a line bearing $267^{\circ} 01' 80$ chains, thence by a line bearing $180^{\circ} 00' 187$ chains and 96 links to the point of commencement.

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B.—Plan of Muvia.

A PLAN entitled "Plan of Muvia," dated the 4th May, 1918, and signed by S. G. C. Knibbs, Crown Surveyor.



THE SECOND SCHEDULE.

GAVAGA CERTIFICATE.

1. CECIL HUNTER RODWELL, Companion of the Most Distinguished Order of Saint Michael and Saint George, His Britannic Majesty's High Commissioner for the Western Pacific (hereinafter called the High Commissioner), for and on behalf of His Britannic Majesty His Heirs and Successors (hereinafter called His Majesty) do hereby grant to the Solomon Islands Development Company Limited, a Company incorporated under the laws of the State of New South Wales in the Commonwealth of Australia and having its registered office at Sydney in the said State a Certificate of Occupation in respect of all that piece of land known as Gavaga containing four thousand and fifty-five (4,055) acres be the same more or less situate near Tetere on the island of Guadalcanal in the British Solomon Islands Protectorate (hereinafter called the Protectorate) and described in the Schedule hereto being delineated and coloured pink on the plan therein contained to be held by the Occupier as tenant of His Majesty for the term of nine hundred and ninety-nine (999) years computed from the first day of January one thousand nine hundred and eighteen (1918) at the rent hereinafter reserved and subject to the condition hereinafter expressed that is to say:—

1. The Occupier shall pay to the Treasurer of the Protectorate or to such other person as may from time to time be appointed by the High Commissioner to receive the same rent as follows that is to say:—
 - (i) in respect of the year one thousand nine hundred and eighteen (1918) a rent of two pounds and five shillings (£2 5s.);
 - (ii) in respect of the year one thousand nine hundred and nineteen (1919) and of each of the six years next thereafter following a yearly rent of nine pounds (£9);
 - (iii) in respect of the year one thousand nine hundred and twenty-six (1926) and each of the nineteen years next thereafter following a yearly rent of eighteen pounds (£18);
 - (iv) in respect of the year one thousand nine hundred and forty-six (1946) and each of the sixty-eight years next thereafter following a yearly rent of twenty-two pounds and ten shillings (£22 10s.);
 - (v) in respect of the year two thousand and fifteen (2015) and of each of the ninety-eight years next thereafter following a yearly rent of thirty-eight pounds and eighteen shillings (£38 18s.); and
 - (vi) in respect of the year two thousand one hundred and fourteen (2114) and of each of the years of the term next thereafter remaining a yearly rent of sixty-one pounds and eight shillings (£61 8s.): the rent payable in respect of the year one thousand nine hundred and eighteen (1918) to be paid on the issue of this Certificate and the rest payable in respect of any other year to be paid in advance on the 1st day of January of that year.
2. The rent payable as hereinbefore provided shall be decreased proportionately on the withdrawal from the operation of this Certificate of any such portion of the land herewithin comprised as the High Commissioner may think fit to withdraw therefrom in the exercise of the right reserved to him by clause number eight hereof: Provided that the Occupier shall not have any claim to refund of over-payment of rent on account of any such decrease as aforesaid being made.
3. The Occupier shall pay the cost of a survey of the land comprised within this Certificate to be made if and when the High Commissioner shall direct by the Government of the Protectorate on behalf of the High Commissioner or by some person appointed by the High Commissioner in this behalf.

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4. The Occupier shall expend before the completion of the first ten years of the term not less than two shillings per acre on the improvement of the land comprised within this Certificate.
5. The Occupier shall on the issue of this Certificate pay to the Treasurer of the Protectorate the sum of five hundred and seventy-four pounds (£574) being the amount of moneys expended by the High Commissioner at the request and on behalf of the Occupier in satisfaction by the Occupier of all rights according to native customary law vested in any aboriginal native of the Protectorate to or over the coconut palms now growing on the land comprised within this Certificate.
6. The Occupier shall permit such aboriginal natives of the Protectorate as may now be residing on the land comprised within this Certificate to continue residing thereon subject to the directions of the High Commissioner until such time not exceeding five years from the date of the grant of this Certificate as the High Commissioner shall cause them to remove therefrom.
7. The right to all Minerals Mineral Oils and Precious Stones on or under the land comprised within this Certificate together with the right of prospecting for the same is reserved to the High Commissioner in trust for His Majesty.
8. The right is reserved to the High Commissioner to withdraw at any time from the operation of this Certificate such portions of the land herewithin comprised as he may deem necessary for the construction of any public works or for the carrying out of any public purposes or for giving effect to or facilitating the carrying out of any agreement or contract relating to mining or prospecting for Minerals Mineral Oils or Precious Stones which may at any time be entered into or agreed upon between the High Commissioner or the Government of the Protectorate and any person or between any person and any other person with the authority or approval of the High Commissioner or the Government of the Protectorate and in any such case any land so withdrawn together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty: Provided that in the case of any land withdrawn as aforesaid whereon substantial improvements may have been made compensation for actual loss sustained shall be paid by the High Commissioner to the Occupier the amount of such compensation in default of mutual agreement to be fixed by His Majesty's Principal Secretary of State for the Colonies for the time being whose decision therein shall be accepted by the High Commissioner and the Occupier as final.
9. All roads paths and rights of way existing on or over the land comprised within this Certificate shall remain free and uninterrupted unless the same be closed or altered with the license and consent of the High Commissioner first obtained in writing.
10. The Occupier shall not assign underlet or part with the possession of the land comprised within this Certificate or any portion thereof or otherwise dispose thereof without the license and consent of the High Commissioner first obtained in writing.
11. In the event of a breach by the Occupier of any of the conditions hereinbefore expressed or of the payment of any rent payable under this Certificate being at any time in arrear for more than six months from the time when the same became payable the High Commissioner shall have power to cancel this Certificate and upon such cancellation by the High Commissioner the land comprised within this Certificate together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
12. If the Occupier shall at any time during the term of this Certificate be desirous of surrendering this Certificate and shall give to the High Commissioner one year's previous notice

in writing of such desire then at the end of the said year and on delivery up of this Certificate the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.

13. Upon the expiration of the term of this Certificate by effluxion of time the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
14. In this Certificate the words "High Commissioner" shall be construed as binding and including the successors in office of the High Commissioner and each and any of them and the word "Occupier" shall be construed as binding and including the executors administrators and assigns of the Occupier and each and any of them.

This Certificate is granted under the provisions of the Solomons Certificates of Occupation, Solomon Islands Development Company Limited, Validation Regulation 1918.

We, the Solomon Islands Development Company Limited, do hereby accept this Certificate.

In witness whereof, &c.

SCHEDULE.

A.—Description of Gavaga.

ALL that piece of land known as "Gavaga" containing 4,055 acres and situate near Tetera Village on the island of Guadalcanal in the Protectorate.

Commencing at a peg marked Λ being the north-western corner of a freehold piece of land owned by Burns Philp and Company Limited and containing 2 acres and 32 perches, the same being comprised within an indenture registered in the office of the Resident Commissioner of the Protectorate the 27th day of October, 1911, in Book b, No. 248, Folios 36 and 37.

Thence bounded by a line bearing $174^{\circ} 02'$ 588.1 links to a peg marked Λ being the western boundary of the above mentioned freehold piece of land, thence by a line bearing $84^{\circ} 02'$ 300 links to a concrete peg marking the south eastern corner of the above-mentioned freehold piece of land, thence by a line bearing $84^{\circ} 02'$ 103.1 links to a concrete peg, thence by a line bearing $117^{\circ} 42'$ 133 chains and 35 links to a concrete peg, thence by a line bearing $209^{\circ} 59'$ 92 chains and 56 links to a concrete peg, thence by a line bearing $267^{\circ} 01'$ 262 chains and 5.8 links to a concrete peg on the right bank of the Metapona River, thence by the right bank of that river in a northerly direction to its mouth, thence by high water mark in a south-easterly direction to a point opposite the north-western corner of the above-mentioned freehold piece of land, thence by a line bearing $174^{\circ} 02'$ about 2 chains to the point of commencement.

Including all that piece of land known as Lambi Island situate at the mouths of the Metapona River.

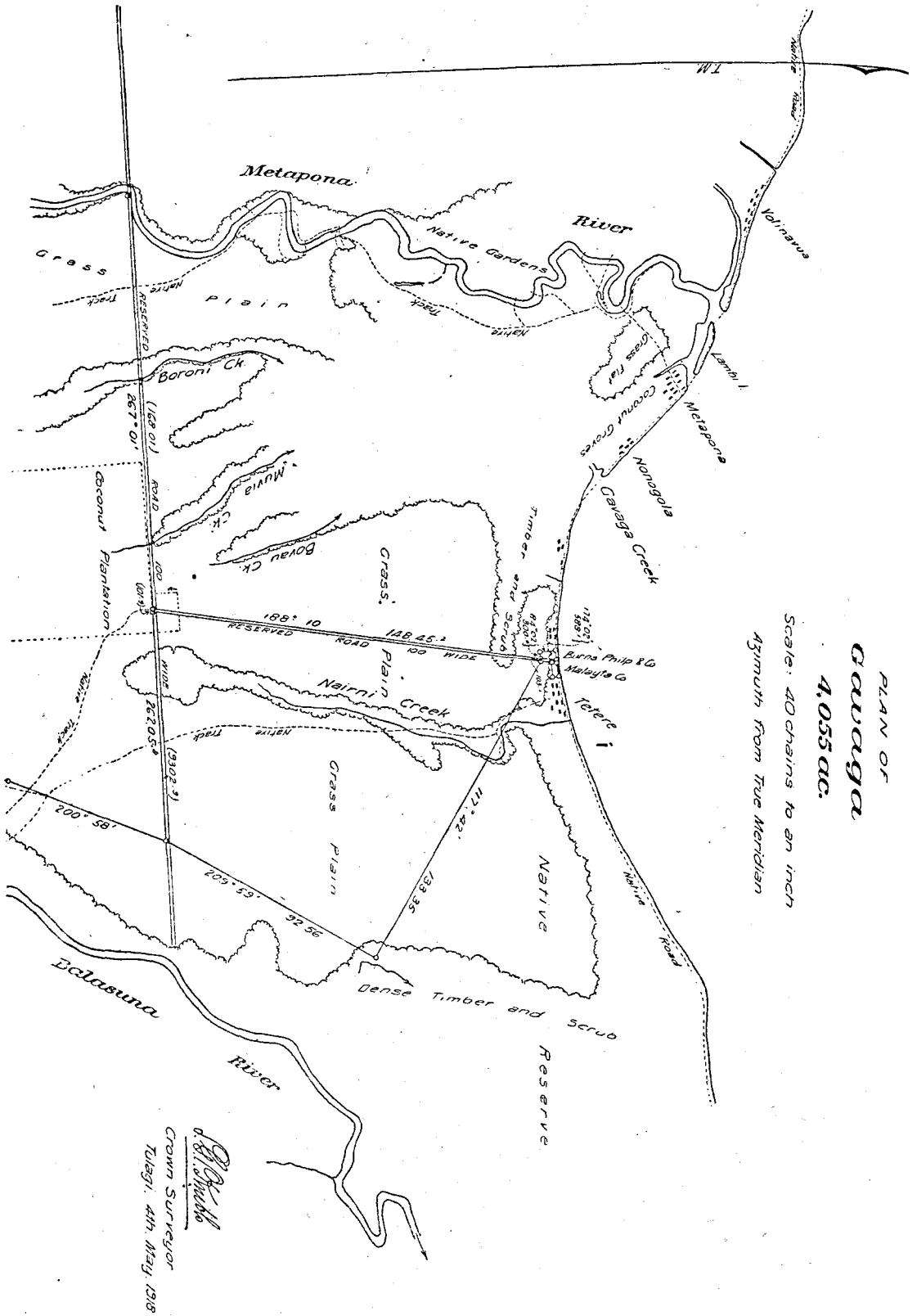
Save and except all that piece of land reserved to the High Commissioner for a road being 1 chain wide, the western side of which commences at the south-eastern corner of the above-mentioned freehold piece of land and extends thence by a line bearing $188^{\circ} 10'$ a distance of 148 chains and 45.2 links to the southern boundary of the presently described piece of land known as "Gavaga."

Save and except also all that piece of land reserved to the High Commissioner for a road being 1 chain wide lying contiguous to and on the northern side of the southern boundary of the presently described piece of land known as "Gavaga" and extending the full length of that boundary.

Solomons Certificates of Occupation, Solomon Islands Development Company Limited, Validation Regulation 1918.

B.—Plan of Gavaga.

(A plan entitled "Plan of Gavaga," dated the 4th May, 1918, and signed by S. G. C. Knibbs, Crown Surveyor).



PLAN OF
Gavaga
 4.055 ac.
 Scale: 40 chains to an inch
 Azimuth from True Meridian

THE THIRD SCHEDULE.

NALIMBIU CERTIFICATE.

I, CECIL HUNTER RODWELL, Companion of the Most Distinguished Order of Saint Michael and Saint George, His Britannic Majesty's High Commissioner for the Western Pacific (hereinafter called the High Commissioner), for and on behalf of His Britannic Majesty His Heirs and Successors (hereinafter called His Majesty) do hereby grant to the Solomon Islands Development Company Limited, a Company incorporated under the laws of the State of New South Wales in the Commonwealth of Australia and having its registered office at Sydney in the said State, a Certificate of Occupation in respect of all that piece of land known as Nalimbiu containing one thousand five hundred and two acres be the same more or less situate near Tetere on the island of Guadalcanal in the British Solomon Islands Protectorate (hereinafter called the Protectorate) and described in the Schedule hereto being delineated and coloured pink on the plan therein contained to be held by the Occupier as tenant of His Majesty for the term of nine hundred and ninety-nine (999) years computed from the first day of January one thousand nine hundred and eighteen (1918) at the rent hereinafter reserved and subject to the conditions hereinafter expressed that is to say:—

1. The Occupier shall pay to the Treasurer of the Protectorate or to such other person as may from time to time be appointed by the High Commissioner to receive the same rent as follows that is to say:—
 - (i) in respect of the year one thousand nine hundred and eighteen (1918) a rent of seventeen shillings (17s.);
 - (ii) in respect of the year one thousand nine hundred and nineteen (1919) and of each of the six years next thereafter following a yearly rent of three pounds and eight shillings (£3 8s.);
 - (iii) in respect of the year one thousand nine hundred and twenty-six (1926) and of each of the nineteen years next thereafter following a yearly rent of six pounds and sixteen shillings (£6 16s.);
 - (iv) in respect of the year one thousand nine hundred and forty-six (1946) and of each of the sixty-eight years next thereafter following a yearly rent of eight pounds and ten shillings (£8 10s.);
 - (v) in respect of the year two thousand and fifteen (2015) and of each of the ninety-eight years next thereafter following a yearly rent of fourteen pounds and fourteen shillings (£14 14s.); and
 - (vi) in respect of the year two thousand one hundred and fourteen (2114) and of each of the years of the term next thereafter remaining a yearly rent of twenty-three pounds and four shillings (£23 4s.); the rent payable in respect of the year one thousand nine hundred and eighteen (1918) to be paid on the issue of this Certificate and the rent payable in respect of any other year to be paid in advance on the first day of January of that year.
2. The rent payable as hereinbefore provided shall be decreased proportionately on the withdrawal from the operation of this Certificate of any such portion of the land herewithin comprised as the High Commissioner may think fit to withdraw therefrom in the exercise of the right reserved to him by clause number eight hereof: Provided that the Occupier shall not have any claim to refund of over-payment of rent on account of any such decrease as aforesaid being made.
3. The Occupier shall pay the cost of a survey of the land comprised within this Certificate to be made if and when the High Commissioner shall direct by the Government of the Protectorate on behalf of the High Commissioner or by some person appointed by the High Commissioner in this behalf.

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4. The Occupier shall expend before the completion of the first ten years of the term not less than two shillings per acre on the improvement of the land comprised within this Certificate.
5. The Occupier shall on the issue of this Certificate pay to the Treasurer of the Protectorate the sum of ten pounds (£10) being the amount of moneys expended by the High Commissioner at the request and on behalf of the Occupier in satisfaction by the Occupier of all rights according to native customary law vested in any aboriginal native of the Protectorate to or over the coconut palms now growing on the land comprised within this Certificate.
6. The Occupier shall permit such aboriginal natives of the Protectorate as may now be residing on the land comprised within this Certificate to continue residing thereon subject to the directions of the High Commissioner until such time not exceeding five years from the date of the grant of this Certificate as the High Commissioner shall cause them to remove therefrom.
7. The right to all Minerals Mineral Oils and Precious Stones on or under the land comprised within this Certificate together with the right of prospecting for the same is reserved to the High Commissioner in trust for His Majesty.
8. The right is reserved to the High Commissioner to withdraw at any time from the operation of this Certificate such portions of the land herewithin comprised as he may deem necessary for the construction of any public works or for the carrying out of any public purposes or for giving effect to or facilitating the carrying out of any agreement or contract relating to mining or prospecting for Minerals Mineral Oils or Precious Stones which may at any time be entered into or agreed upon between the High Commissioner or the Government of the Protectorate and any person or between any person and any other person with the authority or approval of the High Commissioner or the Government of the Protectorate and in any such case any land so withdrawn together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty: Provided that in the case of any land withdrawn as aforesaid whereon substantial improvements may have been made compensation for actual loss sustained shall be paid by the High Commissioner to the Occupier the amount of such compensation in default of mutual agreement to be fixed by His Majesty's Principal Secretary of State for the Colonies for the time being whose decision therein shall be accepted by the High Commissioner and the Occupier as final.
9. All roads paths and rights of way existing on or over the land comprised within this Certificate shall remain free and uninterrupted unless the same be closed or altered with the license and consent of the High Commissioner first obtained in writing.
10. The Occupier shall not assign underlet or part with the possession of the land comprised within this Certificate or any portion thereof or otherwise dispose thereof without the license and consent of the High Commissioner first obtained in writing.
11. In the event of a breach by the Occupier of any of the conditions hereinbefore expressed or of the payment of any rent payable under this Certificate being at any time in arrear for more than six months from the time when the same became payable the High Commissioner shall have power to cancel this Certificate and upon such cancellation by the High Commissioner the land comprised within this Certificate together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
12. If the Occupier shall at any time during the term of this Certificate be desirous of surrendering this Certificate and shall give to the High Commissioner one year's previous notice in writing of such desire then at the end of the said year and

on delivery up of this Certificate the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.

13. Upon the expiration of the term of this Certificate by effluxion of time the land herewithin comprised together with all improvements if any thereon shall revert to and become the property of the High Commissioner in trust for His Majesty without any claim on the part of the Occupier to compensation.
14. In this Certificate the words "High Commissioner" shall be construed as binding and including the successors in office of the High Commissioner and each and any of them and the word "Occupier" shall be construed as binding and including the executors administrators and assigns of the Occupier and each and any of them.

This Certificate is granted under the provisions of the Solomons Certificates of Occupation, Solomon Islands Development Company, Validation Regulation 1918.

We, the Solomon Islands Development Company Limited, do hereby accept this Certificate.

In witness whereof, &c.

SCHEDULE.

A.—Description of Nalimbiu.

ALL that piece of land known as "Nalimbiu" containing 1,502 acres situate near Tetere on the island of Guadalcanal in the Protectorate.

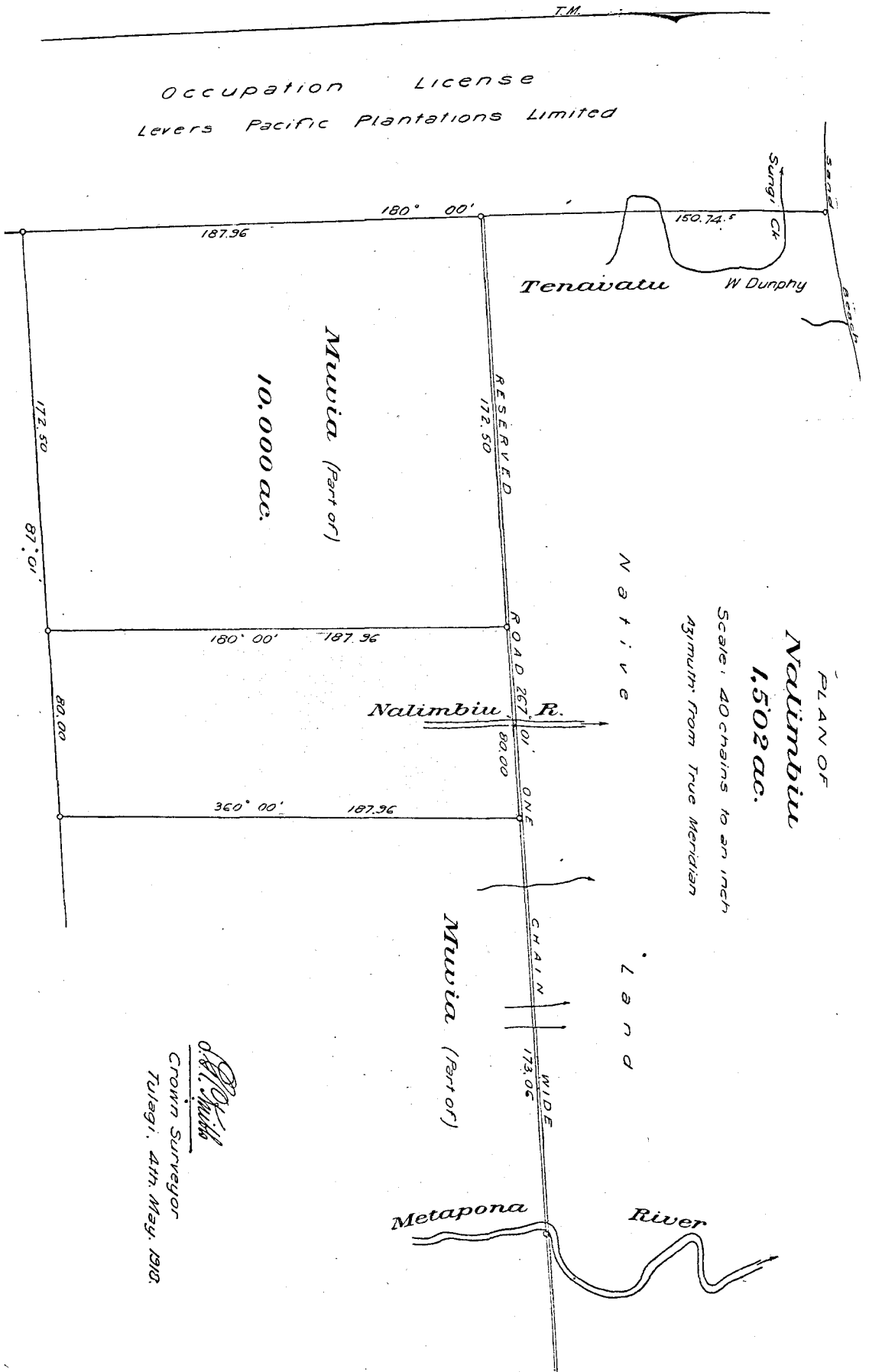
Commencing at a point bearing $87^{\circ} 01'$ a distance of 172 chains and 50 links from the south-western corner of a piece of land known as "Muvia."

Thence bounded by a line bearing $87^{\circ} 01' 80$ chains, thence by a line bearing $360^{\circ} 00' 187$ chains and 96 links, thence by a line bearing $267^{\circ} 01' 80$ chains being the southern side of a piece of land reserved to the High Commissioner for a road, thence by a line bearing $180^{\circ} 00' 187$ chains and 96 links to the point of commencement.

Solomons Certificates of Occupation, Solomon Islands Development Company Limited, Validation Regulation 1918.

B.—Plan of Nalimbiu.

(A plan entitled "Plan of Nalimbiu," dated the 4th May, 1918, and signed by S. G. C. Knibbs, Crown Surveyor).



S. G. C. Knibbs
Crown Surveyor
Tulegi, 4th May, 1918.

Published and exhibited in the Public Office of the High Commissioner for the Western Pacific this twenty-seventh day of November, one thousand nine hundred and eighteen.

By Command,

A. L. AYTON,

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

Suva, Fiji: Printed by S. BACH,

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

[Price, 1s.]

1918.