

WELLINGTON FRUIT-GROWING ASSOCIATION (LIMITED)
LEASING.

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A BILL INTITULED

AN ACT to authorise the Grant to the Wellington Fruit-growing Association (Limited), of a Perpetual Lease of the Block of Land specified in the *First* Schedule hereto for the purpose of a Special Settlement for the purposes of the said Association.

WHEREAS a company has been formed under "The Companies Act, 1882," called "The Wellington Fruit-growing Association (Limited)," for, *inter alia*, the purpose of acquiring a lease of the block of land described in the *First* Schedule hereto for cultivation and occupation thereof by the members of the said Association, and for the purpose, amongst other things, of growing fruit and other produce for sale and disposal: And whereas it is doubtful whether the provisions of "The Land Act, 1885," relating to special settlements provide for the granting of a perpetual lease to the said Association for such purposes: And whereas it is advisable in the interest of the settlement of the Crown lands of the colony, so far as the block of land described in the *First* Schedule hereto is concerned, and for the purposes of the said Association, that the Governor should be authorised to grant a perpetual lease to the said Association of the said block of land, and that this special Act should be passed: And whereas it is expedient that any doubts as to the validity of the by-laws set forth in the *Second* Schedule hereto should be set at rest by the validation thereof:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The Wellington Fruit-growing Association (Limited) Leasing Act, 1892."

2. For the purposes of this Act, if not inconsistent with the context, the following expressions shall have the meanings attached to them, that is to say:

- “ Association ” means “ The Wellington Fruit-growing Association (Limited) : ”
- “ Commissioner ” means the Commissioner of Crown Lands for the Wellington Land District, under “ The Land Act, 1885 : ” 5
- “ Cultivation ” has the same meaning as that given to it by the third section of “ The Land Act, 1885 : ”
- “ Land ” means the block of land described in the *First* Schedule hereto :
- “ Member ” means a shareholder in the Association : 10
- “ Minister ” means the Minister of Lands :
- “ Non-resident members ” shall mean members of the Association not being resident members.
- “ Receiver ” means the Receiver of Land Revenue for the Land District of Wellington under “ The Land Act, 1885 : ” 15
- “ Reserve ” or “ reserves ” means such part of the land as shall from time to time be set apart by the Association for special purposes, if approved of by the Minister :
- “ Resident lessees ” shall mean members of the Association who are to personally reside upon the block of land 20 described in the *First* Schedule hereto :
- “ Personally reside ” means personal residence by the lessee on the block of land described in the *First* Schedule hereto, or in lieu thereof the personal residence thereon of his son, daughter, or son-in-law over the age of seventeen years : 25
- “ Lessee ” means a lessee holding under a lease from the Association :
- “ Substantial improvements of a permanent character ” has the same meaning as that given to those words by the third section of “ The Land Act, 1885. ” 30

3. The Governor shall grant to and the Association may take a perpetual lease of the block of land specified in the *First* Schedule hereto, upon the terms and conditions hereinafter set forth :

(1.) The lease to be granted shall for the first term of years thereof be for fifty years, to commence on the first day of January, 35 one thousand eight hundred and ninety-three.

(2.) The rent payable under such lease shall for the said period of fifty years be four per centum upon the capital value of the land, which capital value shall be deemed to be fifteen thousand one hundred and twenty-nine pounds. The rent shall be payable in advance, 40 by equal half-yearly payments on the first day of January and June of each year. The first of such payments shall be made on the first day of January, one thousand eight hundred and ninety-five, computed from the first day of January, one thousand eight hundred and 45 ninety-five. The rent shall be paid to the Receiver, and the lease shall contain such covenants and provisions as those ordinarily contained in perpetual leases of land granted under “ The Land Act, 1885, ” of land situated in the Land District of Wellington (but varied so as not to conflict with the provisions of this Act, or such as to prevent the Association from carrying into effect the provisions of 50 the by-laws hereinafter referred to), as may be agreed upon between the Commissioner and the lessee. In case of any difference arising hereunder, then such difference shall be determined by the Minister.

Governor to grant perpetual lease to association of certain land.

4. The Association shall forthwith, after the granting of the lease authorised by section *three* of this Act, subdivide the said block of land into such sections as have been or may from time to time be approved of by the Minister; and the Association shall, 5 on or before the first day of June, one thousand eight hundred and ninety-six, have disposed of by way of perpetual lease not less than forty-three of such sections to separate members of the Association (not being less than forty-three members) for the purpose of cultivation, and that, of such forty-three or more members, fifty per centum at least shall, under the terms of their leases, be bound to 10 personally reside on the block of land described in the *First* Schedule hereto, and that, during the term of lease to be granted under this Act, there shall never be less than fifty per centum of the members of the Association (not being less than twenty-one mem- 15 bers) bound to personally reside on the block of land described in the *First* Schedule hereto.

Association to subdivide land, subject to approval of Minister of Lands, and dispose of portions by perpetual lease.

Certain members to reside on land.

5. The Association, by itself or through its tenants, shall, after the grant of the lease hereby authorised, observe the following conditions as to cultivation, that is to say:—

Conditions as to cultivation.

- 20 (1.) Within one year from the first day of June, one thousand eight hundred and ninety-three, bring into cultivation not less than one-twentieth of the land leased;
- (2.) Within two years from such date, not less than one-tenth of the land leased;
- 25 (3.) Within four years from such date, not less than one-fifth of the land leased;
- (4.) Within five years from the said date there shall be at least two hundred and fifteen acres of the said block of land laid down in fruit-trees to the satisfaction of the Minister, and, in addition to the cultivation of one-fifth of the land, 30 there shall be substantial improvements of a permanent character on the land to the value of one pound for every acre of such land:

35 Provided always that in computing the area to be brought into cultivation as herein provided, the area of any land set apart as reserves under this Act shall not be taken into account.

Proviso as to reserves.

6. The Association shall from time to time during the term of the lease (if required by the Commissioner) and at least once in every 40 year furnish to the Commissioner,—

Association to furnish certain particulars to Commissioner, together with balance-sheet.

- 45 (1.) The names, addresses, and occupation of every lessee from the Association, and the nature and terms of the lease, and whether the lessee is a resident lessee or not, and also the name of every assignee of such lease, and his residence and occupation;
- (2.) The names, addresses, and occupation of every member of the Association, and the number of shares held by such members, and how much has been paid up upon such shares, and the amount in arrear;

(3.) A balance-sheet of the assets and liabilities of the Association, showing the true financial condition of the Association :

And the foregoing facts shall be verified by the statutory declaration of one of the Directors of the Association. The Commissioner shall at all times have access to the books, papers, deeds, registers, and accounts of the Association for the purpose of verifying the facts mentioned in this section.

7. The Association may lay off roads through the said block, and reserves for such purposes as the Association thinks fit, but no road or reserve shall be made unless the same is first approved of by the Minister, nor shall any reserve be let or otherwise disposed of by the Association except with the consent in writing of the Commissioner :

Provided that reserves may with the sanction of the Commissioner be let, whether to a member of the Association or not, for any periods not exceeding seven years as the Association thinks fit.

8. The lease granted under section *three* of this Act shall be renewable from time to time after the first fifty years in perpetuity for periods of thirty years each in manner following, that is to say,—

(1.) Not sooner than three years and six months, and not later than three years before the end of the term of the lease, a valuation shall be made by arbitration in the manner provided by "The Arbitration Act, 1890," of the said block of land, as for an estate in fee-simple, but exclusive of all substantial improvements of a permanent character on the land in existence at the time of such valuation; and the Association shall take, and the Governor shall grant, a fresh lease of the said block of land for the term of thirty years from the expiration of the then term, at a rental equal to four pounds per centum on the value of the land so ascertained as aforesaid; and such fresh lease shall contain such covenants, conditions, and agreements as are contained in the lease which has expired, save as to cultivation. The arbitration aforesaid shall be as between the Commissioner of the one part and the Association of the other part. Each shall appoint an arbitrator, and the arbitrators an umpire. This provision shall be deemed to be a submission for the purposes of "The Arbitration Act, 1890." Provided always that the Governor may as regards any new lease dispense with any of the covenants or provisions which are contained in the old lease.

9. All rights and remedies which could under any lease granted under this Act be enforced by her Majesty may and can be enforced by the Commissioner, and in any action, suit, or other proceeding to enforce such rights and remedies the Commissioner may be made plaintiff or defendant as the case may require instead of Her Majesty.

10. The by-laws set forth in the *Second* Schedule hereto shall be deemed to have been validly made, and the same may be altered, varied, modified, and repealed in the same manner as by-laws of the Directors may be varied, modified, and repealed under the Memorandum or Articles of Association of the Association.

Commissioner to have access to books, &c.

Association may lay off roads and make reserves.

Proviso.

Renewal of lease granted under section 8.

Commissioner may enforce rights of Her Majesty.

By-laws validated.

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11. If the Association fails to comply with any of the provisions of this Act for the space of *six* months after being required so to do by the Minister of Lands, any lease granted under this Act shall, if the Minister so elects, become void.
- 5 12. The Governor may extend the time for the doing of any act or thing by the Association required by this Act, or by any lease granted thereunder.
- 10 13. The Commissioner, by himself or by his agents, may at all reasonable times enter upon any land demised to the Association under this Act, or upon any building thereon, whether such land shall be in the possession of the Association or of any other person. Any person who in any way obstructs the Commissioner or his agents in the exercise of the power hereby given shall be liable to a penalty of not more than *fifty* pounds, to be recovered in a summary manner.
- 15 14. For the purposes of section one hundred and sixty of "The Land Act, 1885," the lease to be granted hereunder shall be deemed to be a lease within the meaning of that section.
- 15 15. The Association shall not be entitled to acquire the freehold of the land comprised in any lease to be granted under this Act.

Leases, how void-able.

Extension of time by Governor.

Commissioner to have right of entry.

Penalty for obstructing Commissioner.

Lease granted to be deemed lease under section 160 of "The Land Act, 1885."

Association precluded from acquiring freehold.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

ALL that parcel of land in the Wellington Land District, containing 8,729 acres, more or less, situate in Blocks VI., VII., X., XI., XIV., XV., Kaitawa Survey District, and Block III., Okatarawa Survey District, being Subdivisions Nos. 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39, and parts of Subdivisions Nos. 24 and 41, of the Ngarara West C. Block. Bounded towards the north-east by Sections Nos. 11 and 10, Block VII., Kaitawa, and Section No. 2, Block XII., Kaitawa; towards the south-east generally by the Wellington and Manawatu Railway Company's Endowment Block, and by Subdivision No. 40, of Ngarara West C. Block; towards the south-west by Subdivisions Nos. 18, 17, 15, 13, and 12, of Ngarara West C. Block; and towards the north-west by the Waikanae River and by part of Subdivision No. 41 of Ngarara West C. Block.

SECOND SCHEDULE.

BY-LAWS REFERRED TO IN SECTION 10 OF THIS ACT.

1. THE following expressions shall have the meaning hereinafter given to them, unless the context requires a different construction:—

"The Association" means the Wellington Fruit-growing Association (Limited):

"Directors" means the Directors of the Association:

"Members" means shareholders of the Association:

"Produce" includes every article or thing grown, manufactured, or produced on or out of the land held by the lessee, and includes any live-stock the property of the lessee or of any person in occupation of the leased land on the leased land, whether born on such land or not:

"Minister" means the Minister of Lands:

"Cultivation" has the same meaning as that given it by section 3 of "The Land Act, 1885:"

"Capital value" means the gross value after deducting therefrom the value of the substantial improvements:

"Substantial improvements" has the meaning given by section 2 of the said Act:

"The said Act" means "The Wellington Fruit-growing Association (Limited) Leasing Act, 1892:"

"Personally reside" means personal residence by the lessee on the block of land referred to in the First Schedule to the said Act, or in lieu thereof the personal residence of his son, daughter, or son-in-law over the age of seventeen years:

"Building" means any building of any kind whatsoever, and for whatever purposes it may be used:

"Resident members" means members bound to reside upon the block of land described in the Schedule hereto:

"Non-resident members" means all members of the Association other than resident members:

"Lessee" means a lessee holding under a lease from the Association.

2. The block of land specified in the First Schedule hereto shall be subdivided into such convenient sections as the Directors think proper, and as shall be approved of by the Minister. Subdivisions heretofore made and approved of by the Minister shall be deemed to have been made under this provision. The Directors shall from time to time lease such sections to members: Provided that no member, by or jointly with any other member on his behalf, shall hold at any one time, whether as occupier, lessee, assignee, or sub-lessee, or otherwise, more than two sections or parts of sections; and any occupation, lease, assignment, sub-lease, or other instrument in contravention of this provision shall be illegal and void from the commencement.

3. Every member shall be bound to take up one section, either for residence thereon or non-residence, upon the terms and conditions of these by-laws. If any member refuses or fails, after being requested by the Directors so to do, to take up one section, the Directors may, if they think fit, forfeit the shares of such member, and upon such forfeiture such shares and all payments made on account thereof shall become the property of the Association; but such forfeiture shall not release the member from any calls then in arrear or any calls then made but not payable.

4. The mode in which the choice of resident and non-resident members' sections shall be made shall be: The Directors shall determine the order of choice by ballot in such manner as they think proper.

5. When according to the order of choice the members have selected their sections, such members shall forthwith notify to the Directors whether they intend to reside or not reside on the block of land described in the First Schedule hereto. Members who determine to reside shall be bound to take a lease from the Association in terms as set forth in the Second Schedule hereto, with a covenant to personally reside for a period of five years computed from two years after the commencement of the term of the lease. Members who determine not to reside shall take a lease in the form set forth in the said Second Schedule, but without the covenant as to personal residence. If it shall happen that there shall be less than twenty-one members who shall determine to reside, then the Directors shall again ballot with respect to those members who have determined not to reside in order to determine which of such members shall so reside (not exceeding with the number of those who have determined to reside more than 50 per cent. of the members of the Association). Upon such ballot the members whose names shall be first drawn, up to the required number, shall be deemed to be members who have determined to reside, and such members shall be bound to take leases in the form or to the effect as in the Second Schedule hereto, with a covenant that they will personally reside on the block of land described in the Schedule hereto: Provided that if prior hereto the order of choice shall have been determined, and selections made thereunder with the approval of the Directors, such order of choice and selections shall be deemed to have been made under these by-laws.

6. When and so often as there shall happen to be less than 50 per cent. of the members not residing on the block of land in the First Schedule hereto, the Directors shall notify to the non-resident members in such manner as the Directors think fit that on a day fixed a ballot will take place for the purpose of filling up the required deficiency; and on the day appointed for that purpose the Directors shall determine by ballot, in such manner as they think proper, from the non-resident members the number required; and the members selected by the ballot shall be bound to enter into a contract with the Association that they will forthwith personally reside upon the block of land described in First Schedule hereto: Provided that in this latter case the Directors may, instead of the personal residence of the lessee, allow some

other person to be a substitute, and the residence of such substitute shall be deemed the residence of the lessee. If any member refuses or neglects to enter into such contract as aforesaid, the Directors may elect to forfeit the lease of the member refusing or neglecting to enter into the contract; and upon notice of such election being given to the lessee his lease shall become void.

7. The term of years of every first lease under these by-laws shall be fifty years, computed from the commencement of the lease under which the Association holds (wanting the last three days thereof). The provisions of section 8 of the said Act as to renewals of leases granted thereunder shall apply to leases granted hereunder, save that instead of the words "three years and six months," there shall be substituted "two years and six months;" and instead of the words "three years" there shall be substituted the words "two years;" and instead of the word "Association" there shall be substituted the word "Lessee;" and, for "Governor," the word "Association." And the arbitration and valuation shall take place between the Association on the one part and the lessee on the other part, and the Association and lessee shall each appoint an arbitrator, and the two arbitrators an umpire; and this provision shall be deemed a submission for the purposes of "The Arbitration Act, 1890;" and the said section 8 as hereby modified shall, *mutatis mutandis*, be read and construed so as to apply.

(a.) But every renewed lease shall be so made as to make the lessee a sub-lessee of the Association and not an assignee.

(b.) The rent payable under such lease shall, for the said period of fifty years, be 4 per cent. upon the capital value of the land leased, as fixed by the Directors. The rent payable in respect of renewed leases shall be 4 per cent. on the value of the land leased exclusive of substantial improvements of a permanent character, as ascertained under paragraph 7 of these by-laws. The rent shall be payable at such times and in such manner as the Directors may fix and as shall be expressed in the lease.

8. Every lessee shall be subject to and bound by the following covenants and provisions as if the same were fully set forth in his lease, that is to say:—

(a.) If the lessee shall be a resident lessee, a covenant by the lessee that during the term of five years computed from two years after the commencement of the term of his lease the lessee will personally reside upon some portion of the block of land described in the First Schedule hereto:

(b.) Every lessee hereunder, whether a resident lessee or a non-resident lessee, shall be subject to the following covenants and conditions:—

(1.) That the lessee shall, at the times and in the manner provided by the lease, pay the rent reserved thereby free and clear of all deductions whatsoever.

(2.) That the lessee shall within one year from the commencement of the term of his lease bring into cultivation not less than one-twentieth of the land leased by him; within two years from such commencement, one-tenth of the land leased by him; within four years from such commencement, not less than one-fifth of the land leased by him; and within five years from such commencement, in addition to the cultivation of the one-fifth of the land leased by him, have put substantial improvements of a permanent character on the land to the value of £1 to every acre of the land leased by him, of which five acres at least of the said land shall be under fruit cultivation to the satisfaction of the Association.

(3.) That the lessee shall not assign, transfer, demise, underlet or set over, or mortgage, charge, or otherwise dispose of the said land or his interest therein, or part with possession of the land demised or any part thereof, or otherwise by any act or deed procure the demised lands or any part thereof to be assigned, transferred, demised, sublet, or set over unto any person not being a member, nor to a member, except with the consent in writing of the Directors first had and obtained.

(4.) That the lessee will pay all rates, taxes, or assessments of every nature or kind imposed upon the occupier of the land included in his lease during the term of which he is the lessee.

(5.) That if the lessee shall become bankrupt or shall die, whether testate or intestate, then within three months after such bankruptcy or death such lease shall be assigned to some other person, being a member of the Association approved of by the Directors, and, if not so assigned, such lease and all rights thereunder shall become forfeited to the Association: Provided that no member under this provision shall be lessee of more than one section except with the consent in writing of the Directors, and in no case shall any lessee hold more than two sections.

(6.) That the lessee shall during the term of the lease transmit to the Association in the City of Wellington all his produce for sale.

The Directors instead of selling such produce on account of the lessee, may elect to purchase the same at a price to be agreed upon between the Directors and the lessee.

The proceeds arising from sales, or as the purchase-money (if the produce shall be purchased by the Association), shall, after deducting such reasonable commission as the Directors may from time to time fix, in case of sales on account of a lessee, be paid to the lessee.

If the lessee is indebted to the Association on any account whatsoever, the Directors may apply such moneys towards payment of such indebtedness, and the surplus shall be paid to the lessee. Upon breach of this provision by the lessee the Directors may elect to forfeit the lease held by such lessee; and, upon notice of such election being given in writing to the lessee, the lease shall become void.

(7.) That the lessee shall from time to time furnish to the Association such statements of the condition of the leased land, and the management thereof, and the income derived therefrom, as the Directors may from time to time require; and the Directors, or their servants or agents, may at all reasonable times enter and view the condition of the property, and the state of repair and condition thereof, and investigate the books and papers of the lessee relating to his management, and may give notice to the lessee requiring him to repair any erection on the land, and to rectify the condition of the cultivation or otherwise of the property; and if the lessee fails to comply with such requisition, the Association, by its servants or agents, may enter upon the land and make all repairs and amendments required; and the moneys expended for such purpose, with interest thereon at the rate of £8 per cent. per annum, may be recovered by distress as if the same was rent in arrear, and for such purposes such moneys shall be deemed to be rent in arrear; or the Association may elect to forfeit the lease, in which case, upon notice in writing to that effect given to the lessee, the lease shall become void.

(8.) That the lessee shall not erect any building on the land demised except he shall first submit plans of the same to the Directors and obtain their consent thereto, or make any alteration therein or in any existing building on the land demised without such consent; and upon breach of this condition the Directors may by notice in writing to the lessee elect to forfeit the lease, and upon such election the lease shall become void.

(9.) That the lessee shall insure and keep insured all buildings and erections on the land leased to him in the joint names of the lessee and the Association in some respectable insurance office in the City of Wellington approved of by the Directors, in the full insurable value thereof, and will, seven days before the due dates for payment of any premium of insurance, pay such premiums. On failure to comply with this provision the Directors may effect such insurance in any insurance office they think fit, to any amount they think proper, and the moneys paid for such insurance, with interest thereon at the rate of 8 per cent. per annum, shall be deemed to be rent in arrear due by the lessee to the Association, and may be recovered by distress as if the same was actually rent in arrear; and the Directors may, upon breach of this provision, elect to forfeit the lease, and upon notice in writing of such election being given to the lessee such lease shall become void. All moneys recovered in respect of any such insurance as aforesaid shall be expended in rebuilding any property destroyed or damaged.

(10.) That the lessee shall not plant upon the land demised any tree, plant, shrub, or root which shall not be authorised by the Directors to be planted thereon; and on breach of this provision the Directors may elect to forfeit the lease, and upon notice in writing of such election being given to the lessee the lease shall become void.

(11.) That the lessee shall keep the demised land and all growth thereon free from any infection or pest, and from all noxious growth thereon injurious to the proper cultivation thereof for any purpose whatever; and if any lessee shall permit his land or the growth thereon to become so infected by any pest, or shall permit any noxious growth thereon injurious to proper cultivation for any purpose whatever, then the Directors may give notice in writing to such lessee to get rid of such infection, pest, or growth within a time limited; and if such lessee fails to do so the Directors may, by their servants or agents, enter upon the land, and take all necessary steps to get rid of such infection, pest, or growth, and the expenses of so doing shall be a debt

due to the Association by the lessee, with interest at 8 per cent. per annum, and such moneys and interest may be recovered by the Association by distress as for rent in arrears, and for such purpose such moneys and interest shall be deemed rent in arrear. The Directors may, before or after exercising any of the powers aforesaid, elect to forfeit the lease, and upon notice to that effect being given to the lessee the lease shall become void.

(12.) That the Association may at all reasonable times, by their servants or agents, enter upon the land of the lessee and cut down and remove any Native timber-tree thereon, but only for the purpose of using the same for sale or for the purposes of the Association. The Association shall pay to the lessee a reasonable sum for the value of such timber-trees not exceeding 2s. 6d. per 1,000 superficial feet. In exercising the powers given by this provision, the Association shall not cut down any tree reasonably required by the lessee for the protection of his property, or required by the lessee for any reasonable fencing or building on the leased land.

If any difference shall arise between the lessee and the Association under this provision the same shall be settled by arbitration as provided by "The Arbitration Act, 1890." The parties shall each appoint an arbitrator and the arbitrators an umpire. And this provision shall be deemed a submission for the purposes of "The Arbitration Act, 1890."

(13.) That the lessee shall not, whether licensed by law or not, manufacture for sale or sell on the land included in his lease any intoxicating liquors (which term shall include spirits, wine, ale, beer, porter, cider, perry, or other fermented or distilled or spirituous liquors of an intoxicating nature): Provided that the Directors may authorise any lessee to manufacture wine, cider, or perry. Upon breach of this provision the Directors may elect to forfeit the lease, and upon notice in writing of such election being given to the lessee the lease shall become void.

(14.) That the lessee shall not open or carry on, either solely or jointly or in partnership with any other person, upon the land leased any wholesale or retail business for the sale of goods, wares, or merchandise; and upon breach of this condition the Directors may elect to forfeit the lease upon which such business is carried on, and upon notice in writing of such election being given to the lessee the lease shall be void.

(15.) If the lessee shall in writing request the Directors to do any act or thing which the lessee is required by his lease or by these by-laws to do upon the land demised the Directors may if they think fit to do such act or thing, and the amount expended shall become a debt due from the lessee to the Association, bearing interest at 8 per cent. per annum; and such moneys and interest shall be a charge upon the lessee's lease and the lessee's interest therein, and upon the shares he holds in the Association, and, in default of payment thereof, the Association may sell and dispose of the lease and shares in the same manner as they could if they were actual mortgagees of the land.

(16.) Whenever by forfeiture or otherwise of any lease there shall be any section not let, then the Directors may lease such section to any person who takes up not less than twenty shares in the Association. If there be more than one person applying for the same section, the Directors shall decide by lot, in such manner as they think fit, which of such persons shall be declared the lessee.

(17.) The Directors may accept from any lessee a surrender of his lease, upon such terms as they think fit, and they may in any case dispense with the performance of any of the covenants or provisions of any lease on the part of the lessee.

(18.) No person other than a member shall be entitled to become lessee, assignee, or sublessee of any land under the provisions hereof; and any lease, assignment, or sublease in contravention hereof shall be void from the commencement.

(19.) The Directors may, in any case where they think the land of any lessee is unfitted for fruit-cultivation, dispense with the obligation of the lessee to make the same.

(20.) Where, under the provisions of these by-laws, the Directors or the Association have power to forfeit any lease, the Directors shall also have power to forfeit any shares of the member in the Association, and any election to forfeit the lease shall be deemed to be an election to forfeit the shares of the member, unless otherwise expressed in the notice; and, upon any election to forfeit them, the shares of the member shall become the property of the Association, and such member shall cease to be a member. No forfeiture of a lease shall discharge the lessee or member from any liability for rent then in arrear, or for breach of any covenant or obligation then existing, or from the payment of any arrears of calls or shares, or any calls then made but not then payable.

(21.) Every lease of land shall be prepared by the Association in triplicate, and shall be executed by the lessee and by the Association and by two Directors. The triplicate documents shall be stamped by the Directors, and thereupon one of the triplicates shall be lodged with the District Land Registrar; another shall be delivered to the lessee, upon payment of sixty-five shillings (and stamp duty); and the other shall be retained by the Association.

(22.) Upon the back of every lease, or on some other convenient part thereof, there shall be endorsed these by-laws, and such by-laws (except such as shall have been struck out or altered by the consent of the parties) shall be deemed to bind both the Association and the lessee as fully and effectually as if the same were actually incorporated in words in the lease, and the Association and lessee shall be deemed to have mutually covenanted the one with the other to observe and perform such by-laws.

Any notice required to be given under these by-laws, or any lease granted thereunder, shall be sufficient if given in any of the following ways:—

If the notice is to be given by the Association or the Directors to any person:

- (a.) By personal service on such person; or
- (b.) By registered letter addressed to such person at his known or last-known place of abode in the Provincial District of Wellington;
- (c.) In the case of a resident lessee, by affixing the notice on some part of the land demised:

If the notice is to be given to the Association or the Directors, then

- (a.) By delivering such notice at the registered office of the Association, and not otherwise.

FIRST SCHEDULE ABOVE REFERRED TO.

[The land described in the First Schedule to "The Wellington Fruit-growing Association (Limited) Leasing Act, 1892."]

SECOND SCHEDULE.

"THE Wellington Fruit-growing Association (Limited)," being registered as the proprietor of an estate of leasehold, subject, however, to such incumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon in that parcel of land [*Describe lands*] do hereby lease to the said land to be held by him the _____ as tenant for the space of _____ years, computed from the day of _____, 18____, at the annual rental of £ _____ payable _____, subject to the following covenants, conditions, and restrictions, that is to say: The covenants, provisions, and conditions printed on the back of this lease shall, except as follows: [*Here specify the provisions not to be incorporated*] be incorporated herein, and shall bind both the lessor and the lessee respectively as if such covenants, provisions, and conditions were set forth herein in words at length, and as if the lessor and lessee had mutually covenanted the one with the other to observe and perform such covenants, provisions, and conditions. And, save as herein provided, all implied covenants and powers are hereby negatived. This lease shall be renewable as provided by the said provisions.

I, _____ do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Dated this _____ day of _____, 189____.