

**COOK ISLANDS**  
**SHORT TERM CROP LEASES 1966**  
ANALYSIS

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**1966, No. 11**

An Act to make provision for leases in respect of short term crops

*(10 November 1966)*

**BE IT ENACTED** by the Legislative Assembly of the Cook Islands in Session assembled, and by the authority of the same, as follows:

1. Short Title - This Act may be cited as the Short Term Crop Leases Act 1966.

2. Interpretation

"Constitution" means the Constitution of the Cook Islands as contained in the Second Schedule to the Cook Islands Constitution Amendment Act 1965;

"Land Court" means the Land Court of the Cook Islands as established under the Constitution;

"Majority of owners" means the majority of ownership according to shares or interest;

"Minority of owners" means the minority of ownership according to shares or interest;

"Owner" in respect of any piece of land means the person whose name is recorded in the Land Court title in respect of any interest in that land and in any case where such person is deceased shall include the person or persons who would be appointed by the Land Court as successor or successors to such person's interest;

"Short Term Crop" includes any cultivated plant which may be sown or planted grown and harvested within fifteen months from the date of the commencement of the lease provided for in this Act.

3. Leases for Short Term Crops - Any person desirous of growing any short term crop shall be deemed to have a valid and enforceable lease of land for that purpose, upon the covenants and terms set forth in the Schedule to this Act or on such other terms as the parties may agree, upon filing in the Land Court at Rarotonga a memorandum as provided in Section 4 of this Act.

4. Form of Memorandum to be in the Land Court - (1) No special wording shall be necessary for the memorandum to be filed in the Land Court so long as it contains-

- (a) A description of the land to be leased defining the boundaries thereof in a manner sufficient to enable ready identification of the said land;
- (b) The signatures of the majority of the owners of such land resident or ordinarily resident in the Island wherein the land is situate;
- (c) The date on which the term of the lease is to commence;
- (d) Any other terms agreed on by the parties not included in or modifying the terms of the lease set forth in the Schedule to this Act.

(2) The Registrar of the Land Court may refuse to accept for filing any memorandum which, on the face of it, does not comply with the provisions of this Act.

5. Attestation - All signatures to any memorandum or document under this Act shall be witnessed.

6. Term of Lease - The term of the lease shall be fifteen months from the date of commencement as stated in the memorandum or such lesser term as the parties may agree and set forth in the memorandum.

7. Application of this Act - (1) This Act shall apply to all land whether Native freehold land, European land or Crown land.

(2) The words "Native freehold Land", "European Land" and "Crown Land" shall have the meanings attributed thereto by section 2 of the Cook Islands Act 1915.

8. Objection by Minority - Should the minority of owners or any one of them of any piece of land leased or to be leased under this Act object to the granting of such lease or to any of the

terms thereof, such minority may apply to the Land Court for an injunction to restrain the majority of owners from granting such lease, or to prevent the lessee from entering on to the land, and the Land Court shall have jurisdiction to hear such application in the course of its ordinary jurisdiction and may make such order as it thinks fit.

9. Assignment of Leases under this Act - No lease pursuant to this Act shall be assigned or sublet either in whole or in part and any purported assignment or subletting shall be void and of no effect.

10. Affect of Cook Islands Act 1915 - The validity of Leases or any provisions contained or implied therein pursuant to this Act shall not be affected by any of the provisions of the Cook Islands Act or any amendment thereof except to the extent provided in this Act.

11. Rents to be paid into Land Court - (1) All rents and other moneys payable pursuant to leases under this Act shall be paid into the Land Court for the benefit of all the owners of such land, or as a Judge of the Land Court may direct pursuant of Section 192 of the Cook Islands Act 1915 as if the lease had been one confirmed by the Land Court, and no payment otherwise than in accordance with the provisions of this section shall have any effect unless and to the extent only that the Judge of the Land Court so orders.

(2) Notwithstanding anything contained in subsection (1) of this section, if all the owners agree in writing that payment of any rent or other moneys payable pursuant to any lease under this Act should be made to any one or more of such owners then payment may be made directly to such owner or owners and his or their receipt shall operate as a full and valid discharge for the rent or moneys so payable.

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SCHEDULE

Section 3

Covenants and Terms in Leases under this Act

1. That the Lessee will pay all rent and other moneys payable by him into the Land Court at Rarotonga.
2. That the Lessors shall be liable to pay all rates, taxes and other charges payable in respect of the land leased except any charges or rates for water which shall be paid by the Lessee.
3. That the Lessee will keep all buildings, erections, fences, gates, drains and other improvements now or hereafter erected or made on the leased land in the same good and tenable order and repair as they are at the commencement of the lease or at the time of their erection or making as the case may be (damage by fire, earthquake or inevitable accident and depreciation from fair wear and tear other than by through neglect of the Lessees, tempest and natural causes excepted), and the Lessee will permit the Lessors, their agents or servants at all

reasonable times of the day to enter upon the leased land and every part thereof for the purpose of viewing the state of repair, order and condition thereof.

4. That the Lessee will at all times during the continuance of the lease, cultivate, use and manage in a proper and husbandlike manner, all parts of the leased land as are cultivable and will not waste nor impoverish the same and will not use the leased land at any time so that the occupancy of the Lessee shall be or create a nuisance to the occupiers of any adjoining property.

5. The Lessee will comply with all Regulations and Ordinances for the control and destruction of noxious weeds in force in the areas where the leased land is situate.

6. If and whenever any payment by the Lessee under this lease shall be in arrear and unpaid for the space of 30 days after the date on which the same shall have been due and payable or if the Lessee shall make default in the observance or performance of any of his other obligations herein expressed or implied and such default shall continue for 30 days after notice by the Lessors or any one of them specifying the default complained of shall have been served on the Lessee the Lessors or any one of them on behalf of the whole may forthwith without suit a further notice of demand determine the lease but without discharging the Lessee from liability for rent due or accruing due or from any previous breach of the covenants conditions or agreements in this lease contained or implied. The Lessors or any one of them shall notify the registrar of the Land Court in writing within 21 days of any re-entry under this provision.

7. The Lessee paying the rent hereby reserved and performing and observing all the covenants and provisions on the part of the Lessee herein expressed or implied the Lessee shall quietly hold and enjoy the leased land during the said term without any interruption or disturbance by the Lessors or any of them.

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