

Between

H A I T U L  
f/n Jaug Ali

Plaintiff

- and -

CITY HALAL POULTRY FARMS LIMITED

Defendant

Messrs. M. K. Sahu Khan & Co.  
Messrs. Sahu Khan & Sahu KhanSolicitors for the Plaintiff  
Solicitors for the DefendantR U L I N G

The plaintiff is the registered owner of land comprised in Native Lease No. 8668. The defendant company carries on business as a poultry farmer on some 4½ acres of this land, and has done so since the company was incorporated on 15/8/77.

The plaintiff, by a letter dated 14/1/80, demanded that the defendant company vacate the land, which it has not done to date. These facts are not in dispute, nor is the fact that no consent of the <sup>Native</sup> Land Trust Board was granted for the defendant's occupation of the land. The plaintiff by his statement of claim, seeks an order that the defendant vacate the said land, an injunction to restrain the defendant and/or its servants or agents from entering on the land and damages.

The defendant company entered appearance and filed a defence alleging that the plaintiff is estopped from evicting the defendant. The reasons given are that the defendant purchased a poultry farm business as a running concern from the sons of the plaintiff and that the plaintiff was aware of the purchase. The defence doesn't say so and apparently it is left to the Court to presume that the plaintiff's sons' poultry farm was being carried on on the plaintiff's land now occupied by the defendant. The defence is also silent on the terms of the agreement whereby the defendant purchased the poultry farm. It could be that only the stock and goodwill were purchased. If the use of the land were part of the agreement this would be contrary to Section 12 of the Native Land Trust Ordinance, and it is difficult to see how the defendant could acquire any right or licence to the land if the plaintiff was not part of the agreement. There is no suggestion in the defence that the plaintiff was aware of any terms in the agreement relating to the defendant's use of the land, nor are any other facts pleaded that could give rise to an estoppel - particularly an estoppel that would be contrary to the terms of the Native Land Trust Act, nor to any reason why the notice to vacate served on the defendant was not valid.

(2)

Accordingly the defence will be struck out as disclosing no reasonable defence and quite unsustainable, and judgment will be given for the plaintiff as prayed.

LAUTOKI,  
29th July, 1980

(sgd.) G. O. L. Dyke  
JUDGE