

1930.  
NEW ZEALAND.

## WEST TAUPO TIMBER LANDS AND THE TONGARIRO TIMBER CO., LTD.

STATEMENT AS TO CLAIMS MADE IN RESPECT OF THE LIABILITIES OF THE TONGARIRO TIMBER CO., LTD., AND WITH REGARD TO THE EFFECT ON THE EGMONT BOX CO., LTD., OF THE DETERMINATION OF THE TONGARIRO TIMBER CO., LTD.'S RIGHTS.

*Laid on the Table of the House of Representatives by Leave.*

### STATEMENT.

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SECTION 29 of the Native Land Amendment and Native Land Claims Adjustment Act, 1929, removed the embargo that had been placed upon the Natives seeking to enforce their contract with the Tongariro Timber Co., Ltd., and appointed the Aotea Maori Land Board the lawful agent for the purpose of recovering possession of the lands affected by the agreements.

The agreements required that certain notice should be given to the company, and accordingly on the 19th November, 1929, the Board notified the company that unless within six months it paid the £26,562 10s. which was due in respect of royalties up to the first day of March, 1929, and completed the railway-line contracted to be constructed, the contract would be terminated in terms of the agreement.

In the meantime various claims were received by the Aotea Maori Land Board arising out of past proceedings of the company. These are—

	£	s.	d.
(1) Morison, Spratt, and Morison .. .. .	100	9	8
(2) Sir J. P. Houfton's estate .. .. .	14,000	0	0
(3) Cammell, Laird, and Co... .. .	20,720	0	0
(4) Bertram Philipps .. .. .	29,700	0	0
(5) C. W. Nielsen .. .. .	569	9	6
(6) W. H. Grace .. .. .	4,500	0	0
(7) Te Heuheu Grace party .. .. .	62,326	0	0
(8) K. D. Duncan (inclusive of £2,000 in No. 6) .. .. .	13,800	0	0
(9) Armstrong, Whitworth, and Co. .. .. .	15,000	0	0
(10) Anglo-French and Belgian Corporation .. .. .	1,787	17	6
(11) Tongariro Timber Co., Ltd. .. .. .	330,000	0	0
(12) Egmont Box Co., Ltd. .. .. .	31,000	0	0
(13) Rates .. .. .	..	..	..
	£523,503	16	8

The Board was advised that most of these claims were made as creditors of the company, and therefore could not be considered by the Board. Copies of all the claims received by the Board are attached, together with the opinion of the Board's solicitor and the report of the President of the Board thereon.

A further question has arisen as to the position of the Egmont Box Co., Ltd., under an agreement made with the Tongariro Timber Co., Ltd., dated the 23rd October, 1919, and which was purported to be made a valid instrument under the provisions of section 32 of the Native Land Amendment and Native Land Claims Adjustment Act, 1919. The legal status of this claim depends upon the proper construction of the statute. The Solicitor-General and the Board's solicitor are of opinion that the Egmont Box Co. have some claim against the owners. It appears that claim is mixed up with that of Mr. Bertram Phillips, to whom the Egmont Box Co., Ltd., on the 4th May, 1926, agreed to sell the timber rights reserved by the agreement of the 23rd October, 1919, for £13,000.

The Board, as agent for the Natives, may find it difficult to recognize such a large claim without some judicial pronouncement, but the matter appears to be eminently one for some amicable settlement.

It is proposed to place all the documents before the Native Affairs Committee for its consideration.