

to any such deed or agreement as aforesaid in the same manner as such provisions were declared by the said Act to apply to the agreement mentioned therein of the ninth day of September, nineteen hundred and fourteen, to the intent that the said Egmont Box Company (Limited) shall have in all respects as full and complete protection in respect of the rights conferred, or purporting to be conferred, upon it by any such deed or agreement as aforesaid as it had in respect of its rights under the agreement of the said ninth day of September, nineteen hundred and fourteen, by virtue of the said section five of the Native Land Claims Adjustment Act, 1914. . . . ”

It will be seen from the foregoing extracts that the Egmont Box Co. has a statutory title to the timber on the Western A area and a legal charge on the lands specified in the Fifth Schedule to the agreement of 1913 made between the Tongariro Timber Co. and the Egmont Box Co. That Fifth Schedule comprises the areas known as “ Western A ” and “ Western B ” as follows :—

“ All those pieces or parcels of land situated in the West Taupo County being parts of the blocks named Whangaiepeke, Pukepoto, Waione, Ruamata, Hohotaka, and Puketapu, as such parts are shown upon the attached plan marked ‘ D ’ and are therein coloured some in yellow and some in green, comprising the subdivision of the bush on the lands comprised in the First Schedule to the first deed called in the said attached plan the ‘ Western Division ’ and being Blocks A and B thereof.”

On the 4th May, 1926, the Egmont Box Co., which had already constructed some cuttings and other earthwork for access purposes, agreed to sell its right to cut Western A timber to Mr. Philipps for a sum of £13,000 subject to Mr. Philipps paying to the Tongariro Co. the royalty of 3s. per 100 ft. sawn measurement. That agreement, which, upon payment of the full purchase-money is to be followed by a formal assignment, is intended to confer upon Mr. Philipps as purchaser all the rights of the Egmont Box Co. It is consented to by the Tongariro Co. and by the Aotea Maori Land Board.

Therefore, upon payment of the balance of purchase-money, Mr. Philipps should stand in the position of the Egmont Box Co., and will have, we submit, a statutory title to the timber upon Western A and a legal charge upon the lands of Western A and Western B in respect of all moneys which shall be or become payable by the Tongariro Co. to the Egmont Co.

In this memorandum we have set out what we believe to be Mr. Philipps’s claim to Western A timber on the assumption that the Egmont Box Co. can give him a good title thereto. We do not act for the Egmont Co., nor at the time of writing has its solicitor seen this letter. Hence it is open for the Box Co. to amend or amplify the grounds upon which it relies for title in such manner as its directors think proper.

BELL, GULLY, MACKENZIE, AND O’LEARY,
Solicitors for Bertram Philipps.

Featherston Street, Wellington, 12th May, 1930.

CLAIM No. 5.

T. and G. Building, Corner Lambton Quay and Grey Street,
Wellington, N.Z., 17th April, 1930.

His Honour Judge J. W. Browne, President, Aotea District Maori Land Board, Wanganui.

DEAR SIR,—

Re *Tongariro Timber Co., Ltd.*

I wish to bring under your notice my claim for the sum of £569 9s. 6d., costs incurred to me for legal services rendered in connection with the affairs of this company. I was instructed as solicitor for members of the Heuheu party (L. M. Grace and others) whose interests as debenture-holders from the company were in question in the various negotiations undertaken by it, and, as consequence, the interests of the Native party were incidentally involved in the business transacted by me. I may say that had the company’s rights been assigned to and taken over by the syndicate organized by Mr. Duncan, my claim would have been recognized by it and admitted.

I apprehend that it is desirable that I should inform you of my claim in view of my position as solicitor for the party above named, and I respectfully ask you to note the same.

Yours, &c.,
CHAS. W. NIELSEN

CLAIM No. 6.

Wellington, 14th March, 1930.

Judge Browne, President, Aotea Maori Land Board, Wanganui.

SIR,—

Re *Tongariro Timber Co.*

In compliance with the provisions of paragraph (6) of section 29 of the Native Land Amendment Act, 1929, I hereby beg to furnish you with particulars of my claim in respect of the above company. The claim is for services rendered, and affects, firstly, the Heuheu-Grace debenture party; secondly, the section of Native owners whom I represented from the end of 1924 to the end of last year; thirdly, the Duncan Syndicate; and, finally, the Government. The claim can be, very conveniently, presented under the four headings just indicated, and I therefore purpose dealing with it accordingly.