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Hoani Te Heuheu Tukino v. Aotea District Maori Land Board  
Privy Council (3 Apr, 1941)

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**CASE NO.**

Privy Council Appeal No. 95 of 1939

**ATTORNEY(S)**

- Biddle Thorne and Co.
- Coward Chance and Co.
- J. Pennycuik
- A.T. Denning
- James Christie
- H.L. Parker
- M.H. Hamson

**JUDGES**

- Porter
- Wright
- Lords Thankerton
- Justice The Lord Chancellor

**ACTS**

- section 18, Native Land Amendment and Native Land Claims Adjustment Act, 1930,
- provisions of the Colonial Laws Validity Act 1865 (28 and 29
- provision in S.10, New Zealand Finance Act, 1934-35,
- Colonial Laws Validity Act, 1865 (28 and 29

## HOANI TE HEUHEU TUKINO V. AOTEA DISTRICT MAORI LAND BOARD

The Lord Chancellor. -

This is an appeal from an order and judgment of the Court of appeal of New Zealand, dated 22nd October 1938, which dismissed an appeal from the judgment of the Supreme Court of New Zealand (Smith J.), dated 2nd December 1937, whereby judgment was entered for the defendant, the present respondent board. The appellant is the Chief of the Ngatituwharetoa, a Maori tribe, whose members own lands in New Zealand, which were charged by virtue of **S. 14, Native Purposes Act, 1935**, with repayment to the respondent board of a portion of a sum of 23,500 which had been paid by the latter in terms of the said section to the Egmont Company Limited. The appellant instituted the present proceedings on behalf of the tribe and as representing the owners of the said lands against the respondent board in the Supreme Court of New Zealand. **Section 14, Native Purposes Act, 1935**, which replaced a substantially similar **provision in S.10, New Zealand Finance Act, 1934-35**, so far as here material, provided as follows :

14.-(1) The Aotea District Maori Land Board (hereinafter in this section referred to as the Board) is hereby authorized, empowered and directed to accept the offer of the Egmont Box Company Limited to release and discharge the Board and the native owners from all claims and demands of whatever kind arising out of a certain agreement made between the Tongariro Timber Company Limited and the said Egmont Box Company Limited dated 23rd October 1919 (including all amounts which the said Egmont Box Company Limited claims to be entitled to set-off against royalties payable) in respect of timber-cutting and other rights on the lands known and described in the said agreement as Western Division A and B, in consideration of a sum approved by the Native Minister to be paid to the said Egmont Box Company Limited by the Board

Casemine, n.d.