

27 June 2007

The Rt Rev John C Paterson, LTh, BA
PO Box 37 242
Parnell
AUCKLAND

We act for Mr Don Gillanders. He has provided instructions to us and documentation supporting the contents below.

BACKGROUND TO GEORGE GILLANDERS CLAIM

1. In 1964 George Gillanders purchased 1030 acres at Kawakawa Bay, a seaside property. In today's terms that property is worth millions of dollars. The neighbours at the time were the Anglican Children's Trust and the Anglican Church was very keen to acquire George Gillander's property for their own development purposes.
2. George Gillanders had formed the conclusion that the Anglican Church had been after the land for ages.

HOW DID THE CHURCH OBTAIN THE LAND

1. The Anglican Church acquired the land at an undervalue.
2. Through their solicitors the church orchestrated a situation whereby Mr Gillanders only received \$31,000 for the land at the time; yet the church had originally signed an Agreement for Sale and Purchase for \$41,000.
3. Mr Jenkins at the time was the Chair of the Anglican Children's Trust as well as purporting to act for Mr Gillanders. He was one of the drivers behind the acquisition of Mr Gillanders property.
4. Messrs Jenkins and Lockhart of the Anglican Church caused to be drafted an Agreement for Sale and Purchase of the land for \$41,000 which was executed.
5. The church never honoured its commitments under that Agreement for Sale and Purchase. It instead engaged through an undischarged bankrupt a Mr Robertson to purchase the land for a much lesser sum.

6. An undisclosed “commission” was paid by the Anglican Children’s Trust to Mr Robertson even though the Church were aware of his background to pressure George Gillanders to part with his land.
7. Through Mr Robertson the senior church leaders engaged in a course of conduct to obtain the land at less than \$41,000.
8. Through Jackson Russell, who were the Anglican Church’s lawyers and a firm in which Mr Jenkins was the senior partner, under the guise of providing legal advice to George Gillanders orchestrated and arranged for Mr Gillanders to sign over the land for \$31,000 not the \$41,000 originally contracted for. They held their position as Mr Gillanders lawyers and as Church leaders to act not in accordance with instructions provided by Mr Gillanders but certainly to his detriment and not in his interests to further the interests of the Anglican Children’s Trust.
9. The acquisition by the Anglican Children’s Trust has been at the expense of the Gillanders family and George Gillanders desire that his wife, and family were taken care of.
10. The Church has been party to the retention of an undisclosed commission at best (see Section 9 of the Secret Commissions Act 1910) and at its worst in terms of acknowledgments made by Mr Jenkins and Rev. Goetz to private investigators has been involved in something more serious.
11. The Gillanders Family wish to bring closure and accountability to what has happened in the past. The Church through uncharitable means (leaving to one side the question of legality) has obtained an undue advantage through taking advantage of an individual Presbyterian Practitioner in taking his family’s land and in senior church members at the time creating the circumstances in which this could happen.
12. These are issues that the church must deal with.
13. We would welcome the opportunity and indeed cannot understand why that opportunity has not been taken ever to meet and discuss these issues with a view to resolution of outstanding differences.
14. Would you please advise a time for such a meeting to take place.

Yours faithfully

HUCKER & ASSOCIATES

Robert Hucker
Principal

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