

Lot II.

All the milling-timber branded N, $\bar{\gamma}$, ϕ , T, K, II, X, situated in Blocks XI, XII, XV, and XVI, Mangataniwha Survey District, Omahuta State Forest, estimated in superficial feet as follows:—

Kahikatea	..	..	1,498 trees.	3,476,100 feet.
Rimu	..	..	4,604 "	5,579,500 "
Kauri	..	..	430 "	318,700 "
Totara	..	..	225 "	232,200 "
Miro	..	..	679 "	292,100 "
Matai	..	..	175 "	130,300 "
Total	..	..	7,611	10,028,900

Upset price, £14 950.

Ground rent, £100 per annum.

Lot III.

All the milling-timber branded V, X, II, K, Z, situated in Blocks I and III, Mangamuka, and XV and XVI, Mangataniwha Survey Districts, Omahuta State Forest, and estimated in superficial feet as follows:—

Kahikatea	..	..	1,237 trees.	3,072,600 feet.
Rimu	..	..	3,000 "	3,646,400 "
Kauri	..	..	1,007 "	2,972,100 "
Totara	..	..	373 "	353,000 "
Miro	..	..	645 "	325,100 "
Matai	..	..	42 "	29,000 "
Total	..	..	6,304	10,398,200

Upset price, £22,100.

Ground rent, £100 per annum.

The timber is situated about eight to twelve miles from Kohukohu.

Tenderers have the option of tendering for Lots I and II, Lots I and III, or Lots I, II, and III. The time for the removal of the timber from any two lots is seven years, or from all three ten years.

Terms of Payments.—For either of two lots, one twenty-eighth of purchase-money, together with half-year's ground rent and £1 ls. license fee, must accompany the tender, and the balance be paid in twenty-seven equal quarterly instalments, the first of which shall be made three months after date of sale. For three lots, one-fortieth of purchase-price, together with half-year's ground rent and £1 ls. license fee must accompany the tender, and the balance be paid in thirty-nine equal quarterly instalments the first of which shall be made three months after date of sale.

In addition, the successful tenderer shall continue to pay such ground rent half-yearly in advance during the currency of the license.

All instalment-payments shall be secured by "On demand" promissory notes made and endorsed to the satisfaction of the Commissioner of State Forests, and interest at the rate of 5 per cent. per annum will be charged on all notes overdue from the date of maturity to the date of payment.

CONDITIONS OF SALE.

1. The right to cut and remove the timber will be sold in accordance with the terms of the Forests Act, 1921-22, the regulations in force thereunder, and the following conditions.

2. Intending tenderers are expected to visit the locality and to satisfy themselves in every particular on all matters relative to the sale.

3. The aforementioned quantities, qualities, and kinds as to the said timber shall be taken as sufficiently accurate for the purposes of this sale, and no contract for the purchase shall be voidable, nor shall the successful purchaser be entitled to any abatement in price, by reason of the said timber being of less quantity, quality, or kind than as stated herein or in any advertisement having reference to the said timber.

4. The promissory notes will be presented at intervals as indicated in the terms of payment, but they may be presented for payment at earlier dates if it is found that more than a due proportion of the timber has been cut, or should any

breach of the conditions occur, or if in the opinion of the Conservator the interests of the Crown are being jeopardized.

5. Each tenderer must state the total price that he is prepared to pay for each species. The highest or any tender will not necessarily be accepted, and the timber described is submitted for sale subject to the final acceptance of the tender by the Commissioner of State Forests.

6. A return, verified by affidavit, giving the number of logs cut of each species and their contents, must be made quarterly by the licensee each quarter ending on the last day of March, June, September, and December respectively in each year. A return, similarly verified, must be made on the same dates showing the output of sawn timber of each species.

7. The licensee shall not put, throw, or place, or allow to be put, thrown, or placed, into any river, stream, or watercourse, or into any place where it may be washed into any river, stream, or watercourse, any sawdust or other sawmill refuse.

8. The licensee shall take all reasonable precautions by way of providing such safeguards as may be required by the Conservator for the prevention of damage to the adjacent bush by fires whether caused by sparks from locomotives, log-haulers, or otherwise, and shall be liable for any damage thereto in consequence of any negligence or disregard of these conditions on the part of the licensee or his workman, such damage to be assessed by the Conservator of Forests, whose decision shall be final.

9. All timber must be cut to the best advantage, and milling must be carried on regularly and generally in a manner approved of by the Conservator. The Crown reserves the right to withdraw from the license such areas as from time to time are cleared of merchantable timber, and it is stipulated that as far as practicable the sections as shown on scheme subdivisional plan shall be milled in rotation. As areas are withdrawn, ground rent will be reduced *pro rata*.

10. No compensation will be given, nor shall any be claimed, for any error, discrepancy, or misdescription whatever in respect of any lot or in these conditions.

11. The settlement of any disputes shall be effected by the Conservator of Forests, and there will be a right of appeal to the Commissioner of State Forests, whose decision in all cases shall be final. Should the licensee fail to fulfil any and every obligation incumbent upon him the license will be subject to cancellation.

12. The Commissioner of State Forests may authorize the laying-down and working of tram-lines through the land by other persons than the licensee.

13. The successful tenderer will be granted a license to cut the timber for the period hereinbefore stated and such license will not be extended. The license will not be transferable, except with the consent of the Commissioner of State Forests. Cutting operations must commence within twelve months of the date of the license.

14. The right is reserved to the Commissioner of State Forests to withdraw from sale any or all of the said timber either before or after the closing-date for receipt of tenders.

15. If no tender is accepted for the timber herein mentioned, it will remain open for application at the upset price until further notice.

16. The successful tenderer shall only be permitted to cut timber on private lands and Warden's licenses simultaneously with the lot mentioned herein by obtaining permission from the Commissioner of State Forests.

17. The successful tenderer shall have the right to cut, use, sell, or otherwise dispose of any species of timber not included in the Schedule herein on terms and conditions to be agreed upon, and provided the written consent of the Conservator be first had and obtained.

18. Tenders should be addressed "Conservator of Forests, Wellington," and envelopes endorsed "Tender for Timber."

Further particulars may be obtained on application to the undersigned, or to the Head Office, State Forest Service, Wellington.

R. D. [CAMPBELL,
Conservator of Forests.

BANKRUPTCY NOTICES.

In Bankruptcy.—In the Supreme Court holden at Auckland.

NOTICE is hereby given that JOHN PENNY, of No. 2 Walters Road, Mount Eden, Labourer, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Wednesday, the 16th day of August, 1922, at 2.30 o'clock.

W. S. FISHER,
Official Assignee.

8th August, 1922.

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In Bankruptcy.—In the Supreme Court holden at Auckland.

NOTICE is hereby given that JAMES THOMAS CASLEY, of Auckland, Indent Agent, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Friday, the 18th day of August, 1922, at 11 o'clock a.m.

W. S. FISHER,
Official Assignee.

9th August, 1922.