

Lot 1 of Section 15: Area, 20 perches; Derby Street; upset annual rental, £1 7s. 6d. Weighted with £260, valuation for improvements consisting of dwelling, wash-house, &c.

Lot 2 of Section 15: Area, 20 perches; Derby Street; upset annual rental, £1 7s. 6d. Weighted with £372, valuation for improvements consisting of dwelling, fowl-house, asphalt and concrete paths, and fences.

Subdivision 16: Area, 1 rood; Derby Street; upset annual rental, £3. Weighted with £320, valuation for improvements consisting of dwelling, asphalt paths, and fences.

Subdivision 17: Area, 1 rood; Derby Street; upset annual rental, £3. Weighted with £113, valuation for improvements consisting of dwelling and fence.

GENERAL DESCRIPTION OF SECTIONS.

Sections consist mainly of level land suitable for business and residence sites.

ABSTRACT OF TERMS AND CONDITIONS OF LEASE.

1. The highest bidder shall be the purchaser.
2. The purchaser shall pay one half year's rent, £1 1s. lease fee, and valuation for improvements on the fall of the hammer.
3. The lease shall be for a term of forty-two years, without right of renewal.
4. No compensation for improvements will be allowed, but on expiry of lease the new lease offered for disposal by public competition will be subject to payment by the incoming tenant of valuation for improvements; failing disposal, the land and improvements revert to the Crown without compensation.
5. Possession will be given on date of sale.
6. Rent shall be payable half-yearly in advance, on the 1st day of January and July in each year.
7. The lessee shall have no right to sublet, transfer, mortgage, subdivide, or otherwise dispose of the land comprised in the lease without consent.
8. The lessee shall prevent the growth and spread of gorse, broom, and sweetbrier on the land comprised in the lease, and he shall with all reasonable despatch remove, or cause to be removed, all gorse, sweetbrier, broom, or other noxious weeds or plants as may be directed by the Commissioner of Crown Lands.
9. The lease shall be liable to forfeiture in case the lessee shall fail to fulfil any condition of the said lease within thirty days after the date on which the same should be fulfilled.

Form of lease may be perused and full particulars may be obtained at this office, and at the Local Lands and Survey Offices, Westport and Reefton.

H. D. McKELLAR,
Commissioner of Crown Lands.

Milling-timber for Sale by Public Tender.—Auckland Forest Conservation Region.

State Forest Service,
Auckland, 19th December, 1922.

NOTICE is hereby given that written tenders for the purchase of the undermentioned milling-timber will close at the office of the State Forest Service, Auckland, at 4 o'clock p.m. on Wednesday, the 21st February, 1923.

SCHEDULE.

ALL the milling-timber on that parcel of land, containing approximately 2,000 acres, situated in Waitawheta watershed, adjacent to the boundary of Tauranga and Ohinemuri Counties, State Forest No. 37.

The total estimated quantity of timber in superficial feet is 5,533,870—being kauri, 5,352,362 superficial feet, contained in 1,449 green and dry trees; and rimu, 181,508 ft., contained in 122 trees. Distinguishing brands I, II, III, V, X, H.

Ground rent, 1s. per acre per annum (£100).

Four years will be allowed in which to remove the timber.

Terms of Payments.—A marked cheque for one-sixteenth of the purchase-money, together with half-year's ground rent and £1 1s. license fee, plus exchange, must accompany the tender, and the balance be paid by fifteen equal quarterly instalments, the first of which shall be paid 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 current bank rates will be charged on all notes overdue from the date of maturity to the date of payment.

The successful tenderer may purchase the existing tramway which gives access to this timber from the Waihi Gold-mining Company (Limited) on terms and conditions which may be seen at the company's office, Auckland, or at my office.

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 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 of four years, 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 the timber will remain open for application 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, Auckland," 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.