

SPECIAL CONDITION.

The right is reserved to the Thames Valley Electric-power Board to erect poles for electric transmission-lines through the section and to have reasonable access at all times for the proper maintenance of same. Electric power shall be available for use on the section at rates fixed from time to time as set forth in the said Board's "Terms and Conditions of Supply."

H. M. SKEET,
Commissioner of Crown Lands.

Withdrawing Timber in the Auckland Forest-conservation Region offered for Sale.

State Forest Service,
Auckland, 31st January, 1923.

NOTICE is hereby given that the timber situate in the Omahuta State Forest and more particularly described by notice published in *Gazette* of the 17th August, 1922, pages 2256-57, is withdrawn from sale under the conditions named therein, and is reoffered under the conditions as appears in the *Gazette* of even date hereof.

R. D. CAMPBELL, Conservator of Forests.

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

State Forest Service,
Auckland, 13th February, 1923.

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 14th March, 1923.

SCHEDULE.

Lot I.

ALL the milling-timber branded X, V, Δ, K, I, situated on Block XV, Maungataniwha Survey District, Omahuta State Forest, and estimated in superficial feet as follows:—

Kahikatea	1,696 trees.	4,719,500 feet.
Rimu	2,032 ..	2,699,500 ..
Kauri	80 ..	255,100 ..
Totara	270 ..	347,400 ..
Miro	251 ..	112,200 ..
Matai	361 ..	347,500 ..
Total	4,690 ..	8,481,200 ..

Upset price, £13,350.
Ground rent, £70 per annum.

Lot II.

All the milling-timber branded N, ϕ, T, K, II, X, situated in Blocks XI, XII, XV, and XVI, Maungataniwha 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, Maungataniwha Survey District, 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 any one or more lots. The time for the removal of the timber from one lot is four years, from any two lots seven years, or from all three ten years. All tenders must be accompanied by marked cheques.

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Terms of Payments.—For one lot, one-sixteenth of purchase-money, together with half-year's ground rental and £1 1s. license fee, must accompany tender; balance in fifteen equal quarterly instalments, the first of which shall be made three months after date of sale. For either of two lots, one twenty-eighth of purchase-money, together with half-year's ground rent and £1 1s. 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 1s. 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 current bank rates 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 should 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. The right also is reserved for the transportation of timber from Lots II and III over