

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 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 workmen, such damage to be assessed by the Conservator of Forests.

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right to withdraw from the license such areas as from time to time are cleared of merchantable timber, and as areas are withdrawn, ground rent will be reduced *pro rata*.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 for the timber herein mentioned, it will remain open for application until further notice.

16. The successful tenderer shall 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 "Acting Officer in Charge, State Forest Service, Palmerston North," and envelopes endorsed "Tender for Timber."

Further particulars may be obtained on application to the Forest Ranger, Ohakune, or to the undersigned.

S. A. C. DARBY, Acting Officer in Charge.

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

State Forest Service,  
Palmerston North, 23rd May, 1923.

NOTICE is hereby given that written tenders for the purchase of the undermentioned lots of milling-timber will close at the office of the State Forest Service, Palmerston North, at 4 o'clock p.m. on Wednesday, the 11th July, 1923.

#### SCHEDULE.

##### Lot 1.

ALL the milling-timber on that parcel of land, containing approximately 403 acres, situated in Provisional State Forest No. 70, Block IV, Hautapu Survey District, estimated to contain 6,690,200 superficial feet of timber as follows: Totara, 1,238,700; kahikatea, 4,465,500; matai, 851,800; rimu, 134,200.

Upset price, £11,840.

Ground rent, £20 3s. per annum.

##### Lot 2.

All the milling-timber on that parcel of land, containing approximately 514 acres, situated in Provisional State Forest No. 70, Block IV, Hautapu Survey District, estimated to contain 5,984,200 superficial feet as follows: Totara, 1,040,200; kahikatea, 3,599,000; matai, 1,021,300; rimu, 322,800.

Upset price, £10,860.

Ground rent, £25 14s. per annum.

The timber is situated about eight to twelve miles from Utiku Railway-station, on the eastern bank of the Rangitikei River near its junction with the Moawhango Stream.

Five years will be allowed in which to remove the timber from each lot.

*Terms of Payments.*—A marked cheque for one-tenth of the purchase-money, together with a 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 shall also be liable to pay any claims or charges which may be made by the local body for the maintenance of the road over which the timber may be transported, and before a sawmill license is issued a letter indicating that satisfactory arrangements have been made in this connection must be produced to the undersigned.

#### 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 caused by sparks from locomotives, log-haulers, or otherwise, and shall be liable for any damage