

(1.) Cash.—One-fifth of the purchase-money on the fall of the hammer, and the balance, with Crown-grant fee (£1), within thirty days thereafter.

(2.) Deferred Payments.—5 per cent. of the purchase-money and license fee (£1 ls.) on the fall of the hammer; balance by equal annual instalments extending over nineteen years, with interest payable half-yearly at the rate of 5 per cent. per annum on the unpaid purchase-money, but with the right to pay off at any time the whole or any part of the outstanding amount.

In either case, if the purchaser fails to make any of the prescribed payments by due date, whether of purchase-money or interest, the amount already paid shall be forfeited, and the contract for the sale of the land be null and void.

Purchasers will be required to make a declaration in terms of subsection (1) of section 60 of the Land Laws Amendment Act, 1912.

Titles will be subject to section 60 of the Land Laws Amendment Act, 1912.

Full particulars may be obtained at this office.

R. S. GALBRAITH,  
Commissioner of Crown Lands.

### STATE FOREST SERVICE NOTICE.

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

State Forest Service,  
Invercargill, 28th August, 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, Invercargill, at 4 o'clock p.m. on Wednesday, the 3rd October, 1923.

#### SCHEDULE.

##### Lot 1.

ALL the milling-timber on that parcel of land containing approximately 126 acres, being portion of Section 45, Block 1, Catlins Survey District (Provisional State Forest No. 39), estimated to contain 206,800 superficial feet as follows: Rimu, 137,750; totara, 40,650; pokaka, 2,600; miro, 3,500; matai, 22,300.

Upset price, £275.

Ground rent, £6 6s. per annum.

##### Lot 2.

All the milling-timber on that parcel of land containing approximately 133 acres, being portion of Section 21, Block II, Catlins Survey District (Provisional State Forest No. 40), estimated to contain 726,900 superficial feet, being: Rimu, 338,500; kahikatea, 8,000; matai, 206,200; miro, 152,700; totara, 14,600; pokaka, 6,900.

Upset price, £770.

Ground rent, £6 13s. per annum.

The timber is situated a few miles from Owaka Railway-station.

Three years will be allowed in which to mill the timber from each lot.

*Terms of Payment.*—A marked cheque for one-fifth of the purchase-price, together with a half-year's ground rent and £1 ls. license fee, must accompany the tender, and the balance be paid by three quarterly instalments, the first of which shall be paid three months after the date of sale.

Tenders will be received for any one or both lots; and if one tender for both lots is accepted, only one license fee will be charged, and the terms of payment set out herein may be varied by arrangement between the successful tenderer and the Conservator.

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 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 licensee 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 three 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 "Conservator of Forests, Invercargill," and envelopes endorsed "Tender for Timber."

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

D. MACPHERSON, Conservator of Forests.