

Situated four miles and a half from Takaka by good formed road. About half the area is good quality river-flats, balance poor land of pakihi formation, covered with fern and manuka, resting on papa formation, well watered.

Altitude, 200 ft. to 300 ft. above sea-level.

ABSTRACT OF TERMS AND CONDITIONS OF LEASE.

1. The highest bidder shall be the purchaser.
2. A half-year's rent at rate offered, and lease and registration fees (£2 2s.), together with valuation for improvements, to be paid on the fall of the hammer.
3. Term of lease, twenty-one years from date of sale, with perpetual right of renewal for further successive terms of twenty-one years.
4. Rent of renewal lease to be fixed by arbitration. If lessee does not desire new lease at end of any term, land to be leased by auction. The incoming lessee to pay the value of improvements, which is to be handed over to outgoing lessee, less any sum due to the Crown.
5. No transfer or sublease allowed without the consent of Land Board.
6. Lessee to clear land of weeds, and keep open creeks, drains, and watercourses.
7. Interest at the rate of 10 per cent. per annum to be paid on rent more than thirty days in arrear.
8. Buildings on land to be kept in good order, repair, and condition.
9. No gravel to be removed from town or suburban land without consent of Land Board.
10. Lessee will not carry on any offensive trade which may be a nuisance.
11. Consent of Land Board to be obtained before making improvements.
12. Lessee to pay all rates, taxes, and assessments.
13. Lease is liable to forfeiture if conditions are violated.
14. The right is reserved to the Land Board to resume possession at any time of an area not exceeding 5 acres in the section offered, the lessee to be compensated for loss of improvements in the event of such existing on resumed area.

Full particulars may be ascertained on application to this office.

N. C. KENSINGTON,
Commissioner of Crown Lands.

STATE FOREST SERVICE NOTICES.

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

State Forest Service,
Invercargill, 6th September, 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 17th October, 1923.

SCHEDULE.

Lot 1.

ALL the milling-timber on that parcel of land known as Sawmill Area No. 5 (containing approximately 373 acres), situated in State Forest No. 10, Blocks XI and XV, Waiau Survey District, estimated to contain 2,042,400 superficial feet, being kahikatea 633,200, rimu 337,100, matai 586,600, totara 160,000, beech 325,500.

Upset price, £2,405.

Ground rent, £18 13s. per annum.

Term of license, five years.

The timber is situated about three miles from Pukemaori, to where the railway will shortly be completed.

Lot 2.

All the milling-timber on that portion of Section 32, Block XVII, Waikawa Survey District, known as Sawmill Area No. 10 (containing approximately 198 acres), estimated to contain 924,600 superficial feet, being rimu 880,400 and miro 44,200.

Upset price, £732.

Ground rent, £9 18s. per annum.

Term of license, three years.

The timber is situated about six miles from Waikawa Wharf.

Terms of Payment.

Lot 1.—A marked cheque for one-tenth 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 twelve equal quarterly instalments, the first of which shall be paid one year after the date of the sale.

Lot 2.—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 in four equal quarterly instalments, the first of which shall be paid nine months after the date of the 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 licensees 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 licensees 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 licensees 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 licensees or their 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 licensees 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 licensees fail to fulfil any and every obligation incumbent upon them the licenses 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 licensees.

13. The successful tenderers will be granted licenses to cut the timber for the periods stated herein, and such licenses will not be extended. The licenses 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 licenses.

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 tenders are accepted for the timber herein mentioned, it will remain open for application until further notice.

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