

10. The lease shall be liable to forfeiture in case the lessee shall fail to fulfil any of the conditions of the said lease within thirty days after the day on which the same ought to be fulfilled.

11. Any officer in the Government service acting in the execution of his duty shall at all times have free ingress, egress, and regress into, through, over, and out of the section without let or hindrance.

12. All tenders to be marked on the outside of the envelope "Tender for Section, Araroto."

13. Highest or any tender not necessarily accepted.

The section is described for the general information of intending bidders, who are recommended, nevertheless, to make a personal inspection, as the Department is not responsible for the absolute accuracy of any description.

Form of lease may be perused and full particulars obtained at this office.

H. J. LOWE,
Commissioner of Crown Lands.

STATE FOREST SERVICE NOTICE.

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

State Forest Service,
Palmerston North, 12th October, 1923.

NOTICE is hereby given that written tenders for the purchase of the undermentioned milling-timber, &c., will close at the office of the State Forest Service, Palmerston North, at 4 o'clock p.m. on Wednesday, the 14th November, 1923.

SCHEDULE.

ALL the milling-timber on that parcel of land, containing approximately 120 acres, in State Forest No. 42, Block XII, Manganui Survey District, estimated to contain 176,000 superficial feet as follows:—

Rimu, 107,800; mountain totara, 25,500; miro, 23,400; and kahikatea, 19,300.

Upset price for appraised timber, £275.

Ground rent, £6 per annum.

Two and one-half years will be allowed in which to remove the timber, which is situated close to Pokako Railway-station.

Terms of Payment.—A marked cheque for £100, together with £1 ls. license fee and a half year's ground rent, plus exchange, must accompany the tender, and the balance be paid by four equal quarterly instalments, the first of which shall be paid three months after the 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 be liable to pay any claims or charges which may be made for the maintenance of the tram over which the timber may be transported.

The land also contains a quantity of silver-pine, which will only be disposed of on the special conditions hereinafter mentioned.

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 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 two years and a half, 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 fourteen 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.

Special Conditions of Sale relating to Silver-pine on the Area.

In addition to the foregoing general conditions the following special conditions apply to the sale of silver-pine:—

- (a.) Duplicate consignment notes shall be forwarded each month to the District Forest Ranger at Ohakune.
- (b.) No timber shall be removed from the area until branded by an officer of the State Forest Service.
- (c.) All records of workings of timber shall be available at any time for inspection by an officer of the State Forest Service.
- (d.) All silver-pine shall be converted into poles, posts, strainers, sleepers, stays, battens, house-blocks, or sawn timber, and branded by the licensee before removal, such brand to be registered in the office of State Forest Service at Palmerston North. Full royalty will be charged on any convertible timber not so utilized.
- (e.) All timber shall be economically and efficiently converted, hewing only shall be done by experienced and competent men, and all operations shall be conducted under the supervision and to the satisfaction of an authorized officer of the State Forest Service.
- (f.) The licensee shall, within fourteen days of the last day of each calendar month, furnish to the District Forest Ranger at Ohakune a declaration of the amount and value of timber cut, and shall within the same period pay to the State Forest Service Account, through the Post Office, the amount of royalty due on such timber.
- (g.) This license is subject to summary cancellation for any breach of the above conditions.