No contract for purchase shall be voidable, nor shall the licensee be entitled to any abatement in price, by reason of the said timber being of less quantity, quality, and kind than as stated herein, nor shall any extra sum be claimed by the Crown if the quantity of timber is found to be in excess of that stated herein.

3. 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 more than a due proportion of the timber is found to be cut, or should any breach of the conditions occur, or if in the opinion of the Commissioner the interest of the Crown is jeopardized.

4. The purchaser of the timber shall have no right to the use of the land.

5. The timber shall be cut in a face, and the Crown 5. The timber shall be cut in a lace, and the Crown reserves the right to follow up the mill workings by felling and grassing such areas as from time to time are cleared of milling-timber. Sufficient timber shall be left on each section for fencing and general farming purposes. Cutting must commence within six months of date of sale, and be continuous during the currency of the license.

6. The Land Board may authorize the laying down and

and be continuous during the currency of the license.

6. The Land Board may authorize the laying-down and working of tram-lines through these lots by other persons than the licensees of the particular lots affected.

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. If the timber on any lot is unsold at auction the right to cut it at the upset price will remain open for application until further notice.

9. 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.

10. All the timber, whether standing or felled or in logs, shall remain the property of the Crown until all the instal-

ments are paid. 11. Should any dispute arise as to boundaries, the decision of the Commissioner of Crown Lands shall be final and con-

Full particulars may be obtained from the Commissioner of Crown Lands, Wellington.

THOS. BROOK, Commissioner of Crown Lands.

# STATE FOREST SERVICE NOTICE.

Flax in Southland Forest-conservation Region for Sale by Public Tender.

State Forest Service,
Invercargill, 20th October, 1924.

NOTICE is hereby given that written tenders for the purchase of the undermentioned flax will close at the office of the State Forest Service, Invercargill, at 4 o'clock p.m. on Friday, the 21st day of November, 1924.

# SCHEDULE.

SOUTHLAND FOREST - CONSERVATION REGION. — SOUTHLAND LAND DISTRICT.

Lot 1.

ALL the flax on that parcel of land containing approximately 76 acres lying to the south of Sections 11 and 12, Maori Hill Settlement, Block XI, Waiau Survey District (State Forest

Estimated quantity of flax: 228 tons. Minimum upset price: £60.

Lot 2.

All the flax on that parcel of land containing approximately 40 acres, being the open land lying east of Section 15, Maori Hill Settlement (State Forest No. 10).

Estimated quantity of flax: 120 tons.

Minimum upset price: £32.

One year and a half will be allowed to remove the flax from each lot.

### Terms of Payment.

marked cheque for the total amount tendered, together with £1 1s. license fee, must accompany the tender for each lot.

#### Terms and Conditions

1. The right to cut and remove the flax will be sold in accordance with the provisions of the Forest Act, 1921-22, the regulations in force thereunder, and these conditions.

the regulations in force thereunder, and these conditions.

2. The attention of all tenderers is drawn to the fact that the local controlling body may require the successful tenderer to pay any claims or charges which may be made by that body for the maintenance of the road over which the flax may be transported, and before a flax-cutting license is issued, a letter indicating that satisfactory arrangements have been made in this connection must be produced to the undersigned.

3. Intending tenderers are expected to visit the locality and to satisfy themselves in every particular on all matters relative to the sale.

4. The highest or any tender will not necessarily be accented.

4. The highest or any tender will not necessarily be accepted, and the flax described is submitted for sale subject to the final acceptance of the tender by the Commissioner of State

5. The right is reserved to the Commissioner of State Forests to withdraw from sale any or all of the said flax either before

or after the closing-date for receipt of tenders.

6. If no tender is accepted for the flax herein mentioned, it will remain open for application at the upset price until further notice.

7. The successful tenderer shall use every precaution to prevent the flax from being destroyed by fire during the currency of his license, and no compensation for the destruc-tion of any flax from any cause whatsoever on the land occu-pied by the licensee shall be payable by the Crown.

8. The cutting and removal of the flax will be under the supervision of the Conservator of Forests or other officer duly

appointed by him, and the manner and method of such cutting and removal of flax shall be as directed by him. No cutting and removal of flax shall be as directed by him. No flax shall be cut lower than 7 in. to 8 in. above the crown of the plant, the term "crown" meaning the junction of the bulb (and all cutting shall be done in such a manner as to leave the top of the plant in pyramid form, the young leaves at centre being left uncut for future growth).

9. Tenderers will require to arrange with the owners of the distinct properties.

adjoining sections to cart the flax through their propertie

10. Only one cut, over the areas herein mentioned, will be allowed, and all flax uncut upon the expiry of the respective

allowed, and all flax uncut upon the expiry of the respective licenses shall revert to the Crown.

11. No compensation will be given, nor shall any be claimed, for any error, discrepancy, or misdescription whatever in respect of either lot or in these conditions.

12. The settlement of any dispute 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. cancellation.

13. Tenders should be addressed "Conservator of Forests, Invercargill," and envelopes endorsed "Tender for flax."

Further particulars may be obtained on application to the undersigned or to the Director of Forestry, Wellington.

D. MACPHERSON, Conservator of Forests.

### BANKRUPTCY NOTICES.

N OTICE is hereby given that John Black, of Dignan Road, Point Chevalier, Auckland, Agent, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Monday, the 3rd day of November, 1924, at 11 o'clock a.m.

W. S. FISHER. Official Assignee.

In Bankruptcy.-In the Supreme Court holden at Auckland. In Bankruptcy.-In the Supreme Court holden at Auckland.

N OTICE is hereby given that JOHN BUCHANAN, of Pipiroa, Farmer, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at the Courthouse, Thames, on Friday, the 24th day of October, 1924, at 11 o'clock a.m.

15th October, 1924.

W. S. FISHER, Official Assignee.

26th September, 1924.