

Terms and Conditions of Sale.

1. All instalment payments shall be secured by "on demand" promissory notes made and endorsed to the satisfaction of the Conservator of State Forests.

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

3. 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 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.

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

5. Each tenderer must state the total price 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. 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.

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

8. The aforementioned qualities, quantities, 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 as stated herein or in any advertisement having reference to the said timber.

9. The promissory notes will be presented at intervals as indicated above, but they may be presented for payment at earlier dates if it is found that more than a due proportion of 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. Interest at the rate of one per centum per annum above current bank rates will be charged on all notes overdue from the date of maturity to the date of payment.

10. During the currency of this license ground-rent at the rate of 1s. per acre per annum will be charged on the area mentioned herein.

11. A return on the form supplied, 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, or at such other periods as the Conservator may require. A return, on the same form, must be made on the same dates showing the output of sawn timber of each species.

12. The licensee shall not put, throw, or place, or allow to be put, thrown, or placed, into any river, stream, or water-course, or into any place where it may be washed into any river, stream, or watercourse, any sawdust or other sawmill refuse.

13. The successful tenderer 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 timber by fires (whether caused by sparks from locomotives, log-haulers, or otherwise), and shall equip such locomotives and log-haulers with a Cheney spark-nullifier as provided by notice in the *Gazette* dated 29th October, 1925. The steam-hauler must at all times be equipped with six buckets or petrol-tins filled with water and an adequate supply of water must be maintained in six red-painted barrels located beside such hauler and kept filled for use solely for

fire purposes. In addition at least one spray-pump and two shovels must be kept with each hauler. In the event of fire, logging operations must be immediately suspended, a pre-arranged fire signal sounded, and the total bush crew summoned and used until the fire is extinguished. The successful tenderer shall be liable for any damage to the forest in consequence of any negligence or disregard of these conditions by himself or his workmen, such damage to be assessed by the Conservator of Forests, who may order the suspension of milling-operations if it is found that proper precautions as stipulated herein have not been taken.

14. The successful tenderer must take all reasonable care during milling-operations to prevent damage to all seed and other trees not included in the sale and to all young growth on the area. The felling of trees, the making of logs, and the hauling of same must be carried out in such manner that minimum damage is done to forest growth. The successful tenderer shall be liable for any avoidable damage to the forest in consequence of any negligence or disregard of these conditions by himself or his workmen, such damage to be assessed by the Conservator of Forests, who, if it is found that sufficient care has not been taken, may order the suspension of milling-operations, the payment for all trees damaged at double the usual stumpage rate; and the planting of indigenous or exotic forest-trees on areas where the ground cover has been destroyed; all planting to be carried out under the direction and supervision of the Conservator, and all expenses to be paid by the licensee.

15. No trees of any species other than those mentioned herein or any tree with a diameter breast high of less than 16 in. must be felled (unless within 10 ft. of the centre of selected tramway routes), without written permission from the Conservator of Forests. All trees on selected tramway routes and not included in the sale must be utilized to the best advantage and paid for. The timber of any trees felled which are not included in this sale shall be charged for at double the usual stumpage rate.

16. All timber used in the construction and maintenance of tramways, unless obtained from trees included in the sale, must be paid for. The Conservator of Forests on receiving written application for tramway timbers will mark certain trees, which must be paid for in cash before they are felled.

17. All timber must be cut to the best advantage, and milling must be carried on regularly and generally in a manner approved by the Conservator.

18. No compensation will be given, nor shall any be claimed, for any error, discrepancy, or misdescription whatever in respect of the timber mentioned herein or in these conditions.

19. 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.

20. The Commissioner of State Forests may authorize the laying down and working of tram-lines through the land by other persons than the licensee.

21. The license will not be transferable, except with the consent of the Commissioner of State Forests. Cutting-operations must commence within six months of the date of license.

22. The licensee 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.

23. Tenders should be on the special form obtainable from any office of the State Forest Service, and should be enclosed in envelope addressed "Conservator of Forests, Palmerston North," and endorsed "Tender for timber."

D. MACPHERSON,
Conservator of Forests.

BANKRUPTCY NOTICES.

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

NOTICE is hereby given that ARTHUR WEBSTER, of Tauranga, Farmer, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at the Courthouse, Tauranga, on Tuesday, the 2nd day of March, 1926, at 10 o'clock a.m.

11th February, 1926.

W. S. FISHER,
Official Assignee.

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

NOTICE is hereby given that PATRICK ALAN DOUGLAS LARYMORE, of Wellington Place, Hobson Street, Auckland, lately carrying on business in the name of "The Kaipara Wine Company," was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Tuesday, the 23rd day of February, 1926, at 2.30 o'clock p.m.

13th February, 1926.

W. S. FISHER,
Official Assignee.