

CROWN LANDS NOTICES.

Timber and Mill in the Hawke's Bay Land District for Sale by Public Auction.

4,500,000 SUPERFICIAL FEET.

District Lands and Survey Office,
Napier, 22nd June, 1931.

NOTICE is hereby given that the milling plant in the Second Schedule hereto and the right to cut and remove the timber on the land in the First Schedule hereto will be offered for sale by public auction at the District Lands and Survey Office, Napier, at 11 o'clock a.m. on Monday, the 27th July, 1931, under the provisions of the Land Act, 1924, and the timber regulations made thereunder.

SCHEDULE No. 1.
MILLING-TIMBER.

Hawke's Bay Land District, Hawke's Bay County, Section 1, Block VI, and Section 3, Block VII, Maungaharuru Survey District.

Rimu	2,736,100 superficial feet.
Matai	1,603,900 ..
Kahikatea	160,000 ..
	4,500,000

Upset price, £2,800.

Time for removal: Five years.

Terms of Payment.

A deposit of 5 per cent. to be paid in cash on the fall of the hammer, together with £1 ls. license fee; balance in half-yearly instalments payable 1st January and July, over period of five years, first payment falling due on 1st January, 1932.

All instalment payments shall bear interest at the rate of 5 per cent. per annum as from the date of auction, and, with interest added, shall be secured by "on demand" promissory notes endorsed by two approved sureties, such bills to be completed and lodged with the Commissioner of Crown Lands within fourteen days after the purchaser has been notified to complete.

SCHEDULE No. 2.
MILLING PLANT.

Milling plant in working order with a capable output of from four to five thousand feet daily.

Terms of payment: Upset price, £1,300. Terms may be arranged by an approved purchaser with the Public Works Department as follows: Deposit, £300; half-yearly instalments made up of £100 principal and 6 per cent. on unpaid principal over a period of five years.

Conditions of Sale.

1. The right to cut and remove the timber will be sold in accordance with the provisions of the Land Act, 1924, the regulations in force thereunder, and these conditions, and such additional conditions as the Commissioner of Crown Lands considers necessary in the interests of the Crown or of the public.

2. Intending purchasers are expected to visit the locality, and to satisfy themselves in every particular on all matters relative to the sale.

3. For the purposes of this sale the foregoing description of the timber shall be taken as sufficiently accurate as to quantities, qualities, and kinds, and no contract for the purchase of the timber shall be voidable, nor shall the purchaser be entitled to any abatement in price, by reason of any error or misdescription herein or in any advertisement having reference to this sale; 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.

4. The attention of all intending purchasers is drawn to the fact that the local controlling body may require the purchaser 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 to the purchaser a letter indicating that satisfactory arrangements have been made in this connection must be produced to the undersigned.

5. All timber, whether standing, felled, or in logs, shall remain the property of the Crown until all instalments are paid.

6. The lots will be sold generally in accordance with the areas and boundaries as shown on a map deposited at the District Lands and Survey Office, Napier.

7. Should any dispute arise as to boundaries the decision of the Commissioner of Crown Lands shall be final.

8. The timber shall be cut in a face, and the Crown reserves the right to follow up the mill-workings by felling and grassing such areas as from time to time become available, and of disposing of same. Sufficient timber shall be left for fencing and general farming purposes.

9. The purchaser shall have the right to cut only such rimu, matai, and kahikatea as can be milled, and shall have no right to cut posts or firewood.

10. The licensee shall not allow any sawdust to find its way into any watercourse of any description.

11. The purchaser shall have the right to cut the timber for the period specified, but shall have no right to the use of the land.

12. The purchaser shall have the right to construct and use such tramway or tramways as may be found necessary to the proper milling and removal of the timber.

13. The license shall be subject to any right of tramway already granted or that may hereafter be granted over the lands comprised therein, and the Land Board may authorize the laying-down, and working of, tram-lines through the lot by other persons than the licensee.

14. A return, verified by affidavit, showing the number of logs cut and their contents, must be made quarterly by the purchaser on the last day of March, June, September, and December, respectively, in each year. The said returns may be verified by the Commissioner of Crown Lands by inspection of the mill books or by such other means as he may think fit, and for this purpose the accounts and books of the purchaser shall be open to the inspection of the said Commissioner or any officer duly authorized in that behalf.

15. If at any time during the currency of this license the timber on the said area is being improperly cut, or the interests of the Crown or settlers are prejudiced, or for any other sufficient reason, the Commissioner of Crown Lands may, by notice in writing to the licensee or his surety, suspend his license pending investigation, and the Commissioner may cancel such license without prejudice to any proceedings for damage done, or recovery of amounts due on royalty, if it is found that its conditions have been infringed.

16. The right is reserved to the Commissioner of Crown Lands to withdraw from sale any or all of the said timber before the date of sale.

17. If the purchaser is unable to cut the whole of the timber within the term specified owing to causes beyond his control, the license may be extended for a further term of one year.

18. Timber less than twelve inches in diameter at the butt shall not be felled: Provided, however, this condition shall not apply to timber required for laying tramways, which may be cut in approved quantities.

19. The attention of intending purchasers is directed particularly to clauses 9, 18, 22, 27, and 58 of the Forest Regulations under the Land Act, dated 31st March, 1908.

20. Any breach of the foregoing conditions will render the "on demand" promissory notes liable to be presented for immediate payment.

21. If the timber is unsold at auction the right to purchase same at the upset price will remain open for application until further notice.

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

J. D. THOMSON,
Commissioner of Crown Lands.

(L. and S. 22/1034.)

Pastoral License in the Marlborough Land District liable to Forfeiture.

NOTICE is hereby given to the licensee of Pastoral Run 109a, Spray Survey District, Marlborough and Awatere Counties, that the Land Board has resolved, in accordance with the provisions of section 265 of the Land Act, 1924, that, by reason of the failure of the licensee to pay rent amounting to £15 within one month after such payment fell due, the license is liable to forfeiture, and if the said rent, together with the amount of the penalty for such non-payment, is not paid within three months after the date of the insertion of this notice, the Land Board will declare his license forfeited.

Dated at Blenheim, this 15th day of June, 1931.

P. R. WILKINSON,
Commissioner of Crown Lands.

(L. and S. 8/6/19.)