

Milling-timber for Sale by Public Tender.

State Forest Service,
Invercargill, 22nd February, 1938.

NOTICE is hereby given that written tenders for the purchase of the undermentioned milling-timber will close at the office of the State Forest Service, Invercargill, at 4 o'clock p.m. on Friday, the 11th day of March, 1938.

SCHEDULE.

SOUTHLAND FOREST-CONSERVATION REGION.—OTAGO LAND DISTRICT.

ALL the milling-timber on that piece of land containing 806 acres (known as Sawmill Area 111), Blocks VII and VIII, Rimu Survey District, Provisional State Forest No. 37, about five miles from Tawunui Railway-station.

The total estimated quantity of timber in cubic feet is 756,353, or in board feet 4,803,500, made up as follows:—

Species.	Cubic Feet.	Board Feet.
Birch	749,792	4,761,500
Rimu	6,561	42,000
	756,353	4,803,500

Upset price: £3,200.

Term of license: Five years.

Terms of Payment.

A marked cheque for one-sixteenth of the amount tendered, plus £1 ls. license fee, must accompany the tender, and the balance be paid in fifteen equal quarterly instalments, the first falling due three months after the date of sale.

Terms and Conditions.

- 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 the rate of 1 per cent. per annum in excess of current bank-overdraft rates will be charged on all notes overdue from the date of maturity to the date of payment.
 - 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.
 - The aforementioned quality, quantity, and kind 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.
 - A return giving the number of logs out of each species and their contents must be made quarterly by the licensee on the last days of March, June, September, and December, respectively, in each year. A return must also be made on the same dates showing the output of sawn timber of each species. These returns may be ascertained and verified by inspection of the books of the mill, or by such other means as the Conservator may require, and for this purpose the accounts and books shall be open to the inspection of the Conservator, a Forest Ranger, or other duly authorized officer.
 - 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.
 - Intending tenderers are expected to visit the locality and to satisfy themselves in every particular on all matters relative to the sale.
 - Each tenderer must state the total price that he is prepared to pay for the timber. 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.
 - 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.
 - If no tender is accepted for the timber herein mentioned it will remain open for application for three months from the date tenders close.
 - Tenders should be on the special form obtainable from any office of the State Forest Service, and should be enclosed in envelopes addressed "Conservator of Forests, Invercargill," and endorsed "Tender for Timber."
- The conditions, which will be inserted in the license to be issued to the purchaser, and further particulars may be obtained on application to the undersigned or to the Director of Forestry, Wellington.

N. J. DOLAMORE, Conservator of Forests.

MAORI LAND NOTICE.

Native Lands for Lease by Public Tender.

Office of the Aotea District Maori Land Board,
Wanganui, 11th February, 1938.

NOTICE is hereby given in terms of the Native Land Act, 1931, and its amendments, and the regulations thereunder, that written tenders will be received at the office of the Aotea District Maori Land Board, Wanganui, up to 3 o'clock p.m. on Monday, the 28th day of February, 1938, for the lease of the lands described in the Schedule hereto on the following terms and conditions:—

- Tenders must be written in the form provided for the purpose, and be forwarded in a sealed envelope marked "Tender for Lease" so as to be received at the Board's office, Wanganui, not later than 3 p.m. on the 28th February, 1938.
- Each lot must be tendered for separately, and each tender must be accompanied by a deposit equal to six months' rent at the rate tendered.
- Any tender not in conformity with these conditions is liable to rejection. The Board may, if it thinks fit, decline all tenders for any lot.
- Each successful tenderer will be entitled to possession on receipt of a notification of the acceptance of his tender. Lessee will be entitled to rebate of rental for period intervening between 1st March, 1938, and the date of acceptance of his tender.
- Deposits with tenders which are not accepted will be returned to the respective tenderers. The Board reserves the right to accept or reject any tender.
- If the rental tendered by two or more tenderers is equal, and is higher than that offered by any other tenderer, the Board shall decide in such manner as it thinks fit which tender (if any) shall be accepted.
- If from any cause whatever the Board shall be unable to grant a lease of any lot tendered for, the successful tenderer shall be entitled to a refund of his deposit, but shall have no claim for damages, compensation, or interest on the deposit.
- Each successful tenderer shall be required, within thirty days from the date on which the lease shall be tendered to him, to sign same in triplicate. In the event of his failure to do so, the Board may forfeit the rent paid by him, and again offer the land for lease, freed from any obligation to the defaulting tenderer.
- Each successful tenderer on being advised that his tender is accepted must lodge a declaration to the effect that he is not prohibited under Part XII of the Native Land Act, 1931 (relating to limitation of area), from acquiring the area tendered for.
- The leases will be issued subject to the provisions of the Native Land Acts and the regulations thereunder, and will contain, *inter alia*, the following provisions:—
 - The terms of the leases will be nineteen years and four months from 1st March, 1938, at the rental tendered, with no right of renewal.
 - Compensation for substantial improvements effected by the lessee during the term of his lease will be allowed to him as provided in section 327 of the Native Land Act, 1931.
 - Lessee will have no right to minerals without special license, but he may use on the land any minerals for any agricultural, pastoral, household, roadmaking, or building purposes.
 - Rent shall be payable half-yearly in advance. Lessee shall not assign the lease without the Board's consent. Lessee shall cultivate in a husbandlike manner and keep land free from noxious weeds. Lessee shall keep fences and buildings in repair.
 - Lessee will fence without any right of resort to the Board for contribution on account of the Board owning adjacent land; but the provisions shall not deprive the lessee of any rights he may have against any subsequent occupier, other than the Board, on such adjacent land.
- The leases will be prepared by the Board at the cost of the lessee. The cost is £3 3s. together with the cost of stamping and registering the same.
- The highest or any tender for each lot not necessarily accepted.
- Forms of tender can be obtained at the office of the Aotea District Maori Land Board, Wanganui, and at the Post-offices at Raetihi, Ohakune Township, Ohakune Junction, Taumarunui, and Taihape.

JAS. W. BROWNE, President.

SCHEDULE.

LOT 1.—Section 15, Block VII, Raetihi 4B (Block IV, Makotuku Survey District): Area, 5 acres 2 roods 25 perches. Upset annual rental, £1 13s.