

Milling-timber at Claremont Settlement for Sale by Public Tender.

District Lands and Survey Office,
Christchurch, 1st August, 1938.

NOTICE is hereby given that written tenders for the purchase of the undermentioned milling-timber will be received at the District Lands and Survey Office, Christchurch, up to 4 o'clock p.m. on Wednesday, 21st September, 1938.

SCHEDULE.

CANTERBURY LAND DISTRICT.

ALL the milling-timber in the plantation known as "Wylie's area" situated on Section 8, Claremont Settlement, nine miles from Timaru.

The total estimated quantity of timber in board feet is made up as follows:—

Species.	Board Feet.
<i>Pinus radiata</i>	290,148
<i>Pinus ponderosa</i>	1,380
<i>Macrocarpa</i>	4,400
Total	295,928

Upset price: £445.

The above upset price also includes 200 larch and oak posts, 10 cords *pinus radiata*.

Term of license: Twelve months.

(Several large *pinus radiata* near the pig-stye are not to be cut, and the oaks, spruce, and poplars on the farm side of the gully are to be left for shelter purposes.)

Terms of Payment.

A deposit of 10 per cent. of the amount tendered, plus £1 ls. license fee, must accompany the tender, and the balance by promissory notes in four equal quarterly instalments, the first falling due three months after the date of sale. Promissory notes to be endorsed by some person or firm considered satisfactory by the Commissioner of Crown Lands.

Terms and Conditions.

1. The right to cut and remove timber will be sold generally in accordance with the provisions of the Land Act, 1924, the timber regulations made thereunder, and the following conditions and such additional conditions as the Commissioner of Crown Lands, in his discretion, considers necessary.

2. 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 Commissioner of Crown Lands.

3. The quantities set forth in the above Schedule are approximate only, and are furnished for the information of the intending purchasers, who are expected, previous to the sale, to make their own estimate of the quantity of timber in the plantation. 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.

4. The promissory notes will be presented at intervals as indicated in terms of payment, but they may be presented for payment at earlier dates if more than a due proportion of timber is found to be cut, or should any breach of the conditions occur, or if in the opinion of the Commissioner of Crown Lands, the interest of the Crown is jeopardized.

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

6. The licensee 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.

7. If at any time during the currency of the license a Field Inspector or other person duly authorized by the Commissioner of Crown Lands shall report, or it otherwise appears that the timber on any of the said areas is being improperly cut, or that the interests of the Crown or settlers are prejudiced, or for any other reason, the Commissioner of Crown Lands may, by notice in writing to the licensee and his surety, suspend the license pending investigation, and the Commissioner may cancel such license if it is found that its conditions have been infringed, without prejudice to any proceedings for damage done, recovery of amount due on royalty, or otherwise.

8. No unnecessary damage to be done to the land or fencing.

9. All refuse to be removed or burnt to the satisfaction of the Commissioner of Crown Lands, Christchurch.

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

11. 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 the license is issued a letter indicating that satisfactory arrangements have been made in this connection must be produced to the undersigned.

12. If no tender is accepted for the timber herein mentioned, it will remain open for application for three months from the closing date of tenders.

13. Tenders should be enclosed in envelopes addressed "Commissioner of Crown Lands, Christchurch," and endorsed "Tender for Timber."

14. 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.

Any further particulars required may be obtained from the undersigned.

N. C. KENSINGTON,
Commissioner of Crown Lands.

(H.O. 32/214; D.O. R.L. 461.)

STATE FOREST SERVICE NOTICE.

Milling-timber for Sale by Public Tender.

State Forest Service,
Rotorua, 15th August, 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, Rotorua, at noon on Tuesday, the 6th day of September, 1938.

SCHEDULE.

ROTORUA FOREST-CONSERVATION REGION.—AUCKLAND LAND DISTRICT.

ALL that milling-timber on portion of State Forest No. 3 containing approximately 464 acres, situated in Block VII, Tapapa East Survey District, and Block IX, Patetere North-east Survey District, about fifteen miles from Ngongotaha Railway-station.

The total quantity of timber in cubic feet is 460,290, and in board feet 3,203,050, made up as follows:—

Species.	Cubic Feet.	Board Feet.
Rimu	429,621	2,996,950
Miro	29,350	196,850
Kahikatea	1,086	7,600
Totara	233	2,650
	460,290	3,203,050

Upset price: £4,935.

Time for removal: Twelve months.

Terms of Payment.

A marked cheque for one-sixth of the tender price, together with £1 ls license fee, must accompany the tender, and the balance be paid in eight equal monthly instalments, the first of which shall be payable one month after date of sale.

Terms and Conditions.

1. 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.

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 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.