

*Education Reserve in Otago Land District for Lease by Public Auction.*

District Lands and Survey Office,  
Dunedin, 21st June, 1939.

NOTICE is hereby given that the undermentioned Education Reserve will be offered for lease by public auction at the District Lands and Survey Office, Dunedin, at 2 o'clock p.m. on Thursday, 3rd August, 1939, under the provisions of the Education Reserves Act, 1928, and the Public Bodies' Leases Act, 1908.

SCHEDULE.

EDUCATION RESERVE.

*Town of Oamaru.—Borough of Oamaru.*

SECTION 16, Block XXXV: Area, 1 rood. Upset annual rental, £9.

Weighted with £900 (to be paid in cash) for improvements, comprising dwelling and outhouses.

The section is situated in Ure Street, about one mile from Oamaru Post-office.

*Abstract of Terms and Conditions of Lease.*

1. Six months' rent at the rate offered, broken-period rent (if any), loading for improvements, and £2 2s. (lease fee) must be deposited on the fall of the hammer.
2. Term of lease: Twenty-one years, with perpetual right of renewal for further similar terms at rentals based on fresh valuations under the provisions of the Public Bodies' Leases Act, 1908.
3. Rent payable half-yearly in advance.
4. Lessee to maintain in good substantial repair all buildings, drains, and fences; to keep clear all creeks, drains, ditches, and watercourses; to trim all live hedges; and to yield up all improvements in good order and condition at the expiration of his lease.
5. Lessee not to transfer, sublet, or subdivide, without the consent of the Land Board.
6. Lessee not to use or remove any gravel without the consent of the Land Board.
7. Lessee not to carry on any noxious, noisome, or offensive trade upon the land.
8. No liability is accepted on the part of the Crown or of the Land Board to pay to the lessee any compensation for improvements, but if the lease is not renewed upon expiration, or if it is sooner determined, the new lease offered for disposal by public competition will be subject to payment by the incoming tenant of an amount equal to the value of buildings and improvements effected by the original lessee; and the amount so paid by the incoming tenant shall be paid to the original lessee without any deduction except for rent and other payments in arrear. If the lease is not disposed of the improvements revert to the Crown.
9. Lease liable to re-entry by the Crown if conditions are violated.
10. Lessee to keep buildings insured.
11. Lessee to pay all rates, taxes, and other assessments levied against the land.
12. Interest at the rate of 10 per cent. per annum to be paid on rent in arrear.

Form of lease may be perused and full particulars obtained at this office.

W. E. SHAW,  
Commissioner of Crown Lands.

(L. and S. 20/1041; D.O. E.R. 1981.)

STATE FOREST SERVICE NOTICE.

*Milling-timber for Sale by Public Tender.*

State Forest Service,  
Hokitika, 15th June, 1939.

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, Hokitika, at noon on Friday, 7th day of July, 1939.

D

SCHEDULE.

WESTLAND FOREST - CONSERVATION REGION.—WESTLAND LAND DISTRICT.

ALL the milling-timber on that piece of land containing 352 acres, situated in Block VII, Kopara Survey District, P.S.F. 1660, approximately twenty-six miles from Ngahere Railway-station.

The total estimated quantity of timber in cubic feet is 346,305, or in board feet 2,149,850, made up as follows:—

Species.	Cubic Feet.	Board Feet.
Rimu .. ..	327,548	2,037,680
Kahikatea .. ..	18,757	112,170
	346,305	2,149,850

Upset price: £1,960.

Time for removal: Three years.

*Terms of Payment.*

A marked cheque for one-tenth of the purchase money, together with £1 ls. license fee, must accompany tender, and the balance be paid by nine equal quarterly instalments, the first to be made three months after the 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 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.
4. A return giving the number of logs cut 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.
5. 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.
6. Intending tenderers are expected to visit the locality and to satisfy themselves in every particular on all matters relative to the sale.
7. 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.
8. 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.
9. If no tender is accepted for the timber herein mentioned it will remain open for application for three months from the date tenders close.
10. 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, Hokitika," 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.

F. W. FOSTER, Conservator of Forests.