

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 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.

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, Rotorua," 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.

W. T. MORRISON, Conservator of Forests.

MAORI LAND NOTICE.

Native Lands for Lease by Public Tender.

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 p.m. on Friday, the 9th day of August, 1940, for leasing of the land described in the First Schedule hereto, subject to the terms and conditions set out in the Second Schedule hereto.

FIRST SCHEDULE.

Description.—All that piece or parcel of land containing 1,310 acres, more or less, being Section 1, Block XI, Tauakira Survey District.

Upset annual rental.—£16 7s.

Improvements.—The property is loaded with improvements to the value of £1,000, comprising clearing, grassing, fencing, and buildings. The successful tenderer will be required to pay in cash the sum of £150 and to execute a mortgage in favour of the State Advances Corporation for the balance of £850 on a fifteen-year table-mortgage with interest at 4½ per cent. reducible to 4¼ per cent. for prompt payment. The mortgage to the State Advances Corporation will contain the following covenants:—

- (1) The mortgagor to clear during each five years from the commencement of the lease all scrub off not less than 50 acres of land still remaining in pasture grasses at the time of taking the lease.
- (2) The mortgagor to take all reasonable and necessary steps to control and progressively eradicate all blackberry, gorse, and ragwort.

Location and Description.—Situated on the right bank of the Wanganui River about thirty-two miles from Wanganui, opposite Matahiwi. About 600 acres are cleared, 300 acres of which is easy grazing country. The balance of the area

is in bush. Soil is mainly volcanic loam on sandstone. Buildings comprise wool-shed and yards, house, whare, and outbuildings. It will be a condition of the lease that the lessee will take all reasonable and necessary steps to control and progressively eradicate all gorse, blackberry, sweet-briar, and ragwort.

SECOND SCHEDULE.

1. 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 office of the Aotea District Maori Land Board, Wanganui, not later than 3 p.m. on Friday, the 9th day of August, 1940.

2. Each tender must be accompanied by a deposit equal to six months' rent at the rate tendered.

3. Any tender not in conformity with these conditions is liable to rejection. The Board may, if it thinks fit, decline all tenders.

4. The successful tenderer will be entitled to possession on receipt of a notification of the acceptance of his tender, and on payment of the sum of £150 by way of deposit on account of the improvements. The lessee will be entitled to a rebate of rental for the period (if any) intervening between the 25th day of May, 1940, and the date of acceptance of his tender.

5. Deposits with tenders which are not accepted will be returned to the respective tenderers.

6. The highest or any tender will not necessarily be accepted, and 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.

7. If from any cause whatever the Board shall be unable to grant a lease, 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.

8. Each successful tenderer shall be required, within thirty days from the date on which the lease shall be tendered to him, to sign the lease in triplicate, and also the mortgage in favour of the State Advances Corporation securing the sum of £850. 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.

9. The successful tenderer, within thirty days of 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.

10. The lease will be issued subject to the provisions of the Native Land Act, 1931, and its amendments, and the regulations thereunder, and will contain, *inter alia*, the following provisions:—

- (a) The term of the lease will be seventeen years and a half from the 25th day of May, 1940, at the rent tendered, with no right of renewal.
- (b) Rent will be payable half-yearly in advance. Lessee will pay rates, and will not assign or sublet without the Board's consent. Lessee will keep the land clear of noxious weeds.
- (c) Lessee will fence the boundaries without any right of resort to the Board for contribution as owner of adjacent land; but this provision shall not deprive the lessee of any rights he may have against any subsequent occupier, other than the Board, of such adjacent land.
- (d) Lessee to keep premises in repair, and will cultivate in a proper and husbandlike manner.
- (e) Lessee will have no right to minerals without special license, but he may use on the land any minerals for any agricultural, pastoral, household, road-making, or building purposes.
- (f) 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.

The lease will be prepared by the Board at the cost of the lessee. The cost is £3 3s., together with cost of stamping and registering same.

Instructions to Applicants.

The land is described for the general information of intending selectors who are recommended, nevertheless, to make a personal inspection, as the Board is not responsible for the absolute accuracy of any description.

Forms of tender and full particulars may be obtained at the office of the Aotea District Maori Land Board, Wanganui, and at the Post-offices at Wanganui, Raetihi, and Pipiriki.

JAS. W. BROWNE,

President, Aotea District Maori Land Board.

Office of the Aotea District Maori Land Board, Wanganui
4th day of July, 1940.