

3. The aforementioned qualities, quantities, 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, 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.

#### *Milling-timber for Sale by Public Tender.*

State Forest Service,  
Palmerston North, 7th March, 1941.

NOTICE is hereby given that written tenders for the sale of the undermentioned milling-timber will close at the office of the State Forest Service, Palmerston North, at 3 o'clock p.m., on Monday, 24th March, 1941.

#### SCHEDULE.

WELLINGTON FOREST-CONSERVATION REGION.—WELLINGTON LAND DISTRICT.

ALL the milling-timber on that piece of land containing approximately 138 acres, being Lot 5B, Provisional State Forest 67, situated in Block XV, Manganui Survey District, about two miles from Horopito Township, the same being more particularly delineated on Plan 62/177, deposited in the office of the State Forest Service, Palmerston North, and thereon edged red.

The estimated quantity of milling-timber in cubic feet is 257,500, or in board feet 1,785,000, made up as follows:—

Species.	Cubic Feet.	Board Feet.
Rimu .. ..	220,200	1,532,000
Miro .. ..	13,700	92,000
Kahikatea ..	1,500	11,000
Matai .. ..	19,500	132,000
Totara .. ..	2,600	18,000
	257,500	1,785,000

Upset price: £3,090.  
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 the tender, and the balance be paid in thirty equal monthly instalments, the first of which shall be paid one month after the date of sale and the others at monthly intervals thereafter.

#### *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, Palmerston North," 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.

S. A. C. DARBY, Conservator of Forests.

#### BANKRUPTCY NOTICES.

*In Bankruptcy.—In the Supreme Court of New Zealand.*

NOTICE is hereby given that ERNEST RALPH SKUDDER, of Hastings, Labourer, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at the Courthouse, Hastings, on Thursday, the 13th day of March, 1941, at 2.15 o'clock p.m.

Dated at Napier, this 4th day of March, 1941.

W. HARTE,  
Official Assignee.

*In Bankruptcy.*

NOTICE is hereby given that dividends are payable in the undermentioned estates on all proved and accepted claims:—

Eric Thomas Ogden, of Tokaora, Dairy-factory Employee—First and final dividend of 1s. 3½d. in the pound.

William Charles Richards, of Hawera, Mechanic—First and final dividend of 1s. 6½d. in the pound.

Maurice Russell, of Hawera, Mechanic—First and final dividend of 11½d. in the pound.

Gordon Wallace Knox, of Kaupokonui, Share-milker—First and final dividend of 1s. 1½d. in the pound.

Dated at Hawera, this 5th day of March, 1941.

A. R. C. CLARIDGE,  
Official Assignee.