

Terms and Conditions

1. The sale will be made in accordance with the provisions of the Forests Act, 1921-22, the regulations in force thereunder, and the terms and conditions in this notice.

2. The State Forest Service shall deliver on to the mill-skids or log-storage sites (the position of which will be notified from time to time to the purchaser) sufficient logs during each four-weekly period to average per working-day in the forest not less than 2,000 cubic feet and not more than 2,500 cubic feet, and the purchaser shall accept delivery of all logs so supplied.

3. At the end of each four-weekly period the Conservator shall notify the purchaser of the numbers and volumes of logs of each species delivered during that period and the total payment due therefor, and delivery shall be considered to be complete when the logs have been measured, marked, and placed on the mill-skids or assembled on suitable log-storage sites at or near the mill.

4. After the delivery of a log is complete, the purchaser shall be liable for full payment therefor notwithstanding that the log may subsequently be damaged by fire, insect, fungal attack, or any other cause.

5. Should the purchaser at any time make default in any of the payments due under the sale or in any manner in connection therewith, the Conservator shall have the right to cease delivery of logs until all such payments have not been met to his satisfaction.

6. The purchaser, his servants, employees, agents, or contractors shall not be permitted to enter the State Forest at other than the open area in the vicinity of the mill without the written consent of a Forest Officer and upon such conditions as he may impose.

7. The Commissioner shall lease to the purchaser an area of land upon which the purchaser shall erect a sawmill with necessary buildings and accommodation for 14 (fourteen) married employees, and the general lay-out and sites of all such buildings shall conform to a plan which may be obtained from the Office of the Conservator of Forests, Rotorua.

8. The type and design of the equipment and buildings to be erected on the site shall be subject to the approval of the Conservator, and each tenderer shall submit with his tender preliminary draft plans and specifications of the sawmill and other buildings. In addition, the purchaser shall within 8 (eight) weeks of the acceptance of his tender forward to the Conservator for approval final plans and specifications of all such buildings, and shall not proceed with the erection of any building without such approval, nor shall he after receiving such approval make any amendment to such plans or specifications without the consent of the Conservator.

9. The sawmill shall be a building of two floors, with all main drives on the ground floor. The building shall be erected on permanent concrete foundations, and each tenderer shall enclose with his tender particulars of the type of mill equipment he proposes to install, and such equipment shall not be installed without the approval of the Conservator.

(NOTE.—The type of equipment favoured is a heavy band mill or twin-saw head rig with steel frame. A Pacific type break-down carriage and a deal frame.)

If second-hand equipment is to be used it shall be sufficiently durable, in the judgment of the Conservator, to have a working-life of three-quarters of the life of new equipment.

(NOTE.—The Forest Service will assist the purchaser to locate suitable mill equipment if requested to do so by the purchaser.)

10. The purchaser shall provide a sufficient number of dry kilns to dry at least one-third of the mill production of sawn timber annually, and shall also install Dutch ovens for burning sawdust; in addition, he shall dispose of slabs, mill refuse, and other waste in such manner and on such sites as shall be approved by the Conservator.

11. The houses for the employees referred to in clause 7 hereof shall be of substantial construction and modern design and equipment, with drainage and water reticulation.

12. Apart from 14 (fourteen)-key workmen whom the purchaser may employ he shall be required to give preference to local residents in selecting the other labour essential to the working of the mill.

13. The purchaser shall be required to generate and maintain sufficient electric-power to light all buildings and dwellings (including those occupied by employees of the Crown) in the vicinity of the sawmill and to operate radios, jugs, irons, and washing-machines which may be used by the occupants of such dwellings, and shall be responsible for obtaining all necessary license, permits, and other authority to generate and operate such power. The charges to be made by the purchaser for supplying such power shall be fixed by mutual agreement between him and the Conservator.

14. The purchaser shall be required to provide a power-driven saw to cut slab wood into lengths suitable for domestic use, and may use all species of wood, except white pine, for this purpose; and the charges to be made by the purchaser for such firewood shall be subject to the approval of the Conservator.

15. At the termination of the agreement, or any subsequent license or agreement, the Commissioner reserves the right to purchase all machinery, buildings, fences, or other improvements at a price to be agreed upon between the Commissioner and the purchaser, and failing such agreement the price shall be determined by arbitration. If, however, the Commissioner does not wish to exercise this right of purchase the purchaser will be given six months in which to remove all the aforesaid improvements, and any improvements remaining on the ground at the end of that period shall become the property of the Crown.

16. Every duly authorized Forest Officer shall have the right of entry at reasonable times upon any premises of the successful tenderer for the purpose of inspecting the cutting of logs and examining his books or taking extracts therefrom for the purpose of verifying the contents of logs sold to him and the quantities of timber produced therefrom.

17. The attention of all tenderers is drawn to the fact that the local controlling authority 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 sale agreement is completed a letter indicating that satisfactory arrangements have been made in this connection must be produced to the Conservator.

18. Intending tenderers are expected to visit the locality and to satisfy themselves in every particular on all matters relative to the sale.

19. Each tenderer must state the price per cubic foot he is prepared to pay for each class of logs in each species. The highest or any tender will not necessarily be accepted, and the logs as described are submitted for sale subject to the final acceptance of the tender by the Commissioner.

20. The right is reserved to the Commissioner to withdraw from sale a part or all of the said quantity of logs either before or after the closing-date for receipt of tenders.

21. The purchaser shall not be permitted to transfer, assign, or in any way part with the rights and privileges granted under the sale agreement or any subsequent license or agreement without the written consent of the Commissioner, and any such transfer, assignment, or other change of ownership will be approved only providing that the consideration is on a basis of plant valuation and without any goodwill whatsoever attaching to the rights and privileges granted under the sale agreement or subsequent biennial licenses or agreements.

22. Tenders should be enclosed in envelopes addressed "Conservator of Forests, Rotorua," and endorsed "Tender for Timber." A copy of the agreement to be entered into between the purchaser and Commissioner may be seen on application to the undersigned or to the Director of Forestry, Wellington, from whom further particulars may be obtained.

23. Except as provided in clause 7 hereof nothing in the sale agreement or any subsequent license or agreement shall be construed or take effect to confer upon the purchaser the right to the possession of any land so as to create any leasehold estate or interest therein.

F. J. PERHAM,
Acting Conservator of Forests.

BANKRUPTCY NOTICE

In Bankruptcy.—Supreme Court

JOSEPH RICHARD GASKIN, of 40 Alexandra Street, Richmond, Christchurch, Carpenter, was adjudged bankrupt on 30th October, 1944. Creditors' meeting will be held at my office on Wednesday, 8th November, 1944, at 11 a.m.

G. W. BROWN,
Official Assignee, Christchurch.

LAND TRANSFER ACT NOTICES

EVIDENCE of the loss of certificate of title, Vol. 109, folio 105 (Wellington Registry), for 16 perches, more or less, being part of Suburban Section 16, Town of Wanganui, in the name of THE PRESBYTERIAN CHURCH PROPERTY TRUSTEES, having been lodged with me together with an application for a provisional certificate of title in lieu thereof, notice is hereby given of my intention to issue such provisional certificate of title after fourteen days from the date of the *Gazette* containing this notice.

Dated this 28th day of November, 1944, at the Lands Registry Office, Wellington.

E. C. ADAMS, District Land Registrar.

EVIDENCE of the loss of certificates of title (1) Vol. 89, folio 232 (Otago Registry), for Sections 25, 28, and part Sections 24 and 29, Block XLII, Town of Lawrence, containing 12.3 perches, in the name of JAMES KELLEHER, of Lawrence, Storeman, and (2) Vol. 92, folio 293 (Otago Registry), for Sections 4, 5, 6, and 7, Block XLV, Town of Lawrence, and part Section 19, Block XIX, Deposited Plan 173, Tuapeka East District, containing 3 acres 1 rood 19 perches, in the name of JAMES KELLEHER, of Lawrence, Hotelkeeper, having been lodged with me together with an application for new certificates of title in lieu thereof, notice is hereby given of my intention to issue such new certificates of title on the 15th December, 1944.

Dated this 24th day of November, 1944, at the Land Registry Office, Dunedin.

G. H. SEDDON, District Land Registrar.

APPLICATION having been made to me for the issue of a new certificate of title in the name of FRANCES WEST, of Browns, Widow, for Sections 69 and 70, Block XVII, Town of Matura Bridge, and being all the land in Crown Grant, Vol. 7, folio 118 (Southland Registry), and evidence having been lodged of the destruction of the said Crown Grant, I hereby give notice that I will issue the new certificate of title as requested after fourteen days from 30th November, 1944.

Dated this 22nd day of November, 1944, at the Land Registry Office, Invercargill.

C. L. HARNEY, District Land Registrar.