

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 delivered to 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 in addition to other remedies the right to cease delivery of logs until all such payments have been met to his satisfaction.

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

7. The purchaser shall erect a sawmill with necessary buildings on a site which may be leased from the Commissioner, or alternatively on a site to be approved by the Conservator.

8. The Commissioner shall lease to the purchaser sites for the erection of dwellings within a proposed village settlement, but the number of dwellings shall be subject to agreement with the Conservator, while the general layout and sites of all such dwellings shall conform to a plan which may be obtained from the office of the Conservator.

9. The type and design of the equipment and buildings to be erected 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.

10. 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.

11. The dwellings for the employees referred to in Condition 8 hereof shall be of substantial construction and modern design and equipment, with drainage and water reticulation. Full particulars of requirements may be obtained from the Conservator.

12. The purchaser shall dispose of slabs mill-refuse and other waste in such manner and on such sites as shall be approved by the Conservator.

13. The purchaser shall if required by the Commissioner enter into a written agreement to give full effect to the terms and conditions of this sale, and such agreement shall contain such further terms and conditions as may be required by the Commissioner and is usual in log sales of this nature made by the State Forest Service.

14. The Commissioner reserves the right to purchase at the termination of the agreement, or any subsequent license or agreement, 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 may sell to persons approved by the Commissioner, otherwise the purchaser will be allowed 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. Tenders should be enclosed in sealed envelopes addressed "Conservator of Forests, Rotorua," and endorsed "Tender for Timber." Each tender shall state whether or not it is made by or on behalf of a returned serviceman or returned serviceman.

21. Except as provided in Conditions 7 and 8 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.

N. J. DOLAMORE, Conservator of Forests.

(S.F. 23/2/58/9.)

BANKRUPTCY NOTICES

In Bankruptcy.—Supreme Court

JAMES JOSEPH WILLIAMS, of Howick, Contractor, was adjudged bankrupt on 3rd April, 1946. Creditors' meeting will be held at my office on Wednesday, 10th April, 1946, at 10.30 a.m.

Law Court Building, High Street, Auckland.

T. C. DOUGLAS, Acting Official Assignee.

In Bankruptcy

NOTICE is hereby given that a dividend is now payable in the undermentioned estate on all proved claims:—

Ashley, Thomas Ewart, of Tokanui, Medical Practitioner—
Sixth dividend of 4s., making a total of 14s. in the pound.

C. O. PRATT, Official Assignee.

Dunedin, 5th April, 1946.

LAND TRANSFER ACT NOTICES

EVIDENCE of the loss of certificate of title, Vol. 124, folio 219 (Auckland Registry), for Section 78, Town of Rawene, in favour of BEATRICE BRIDGE, of Auckland, Widow, having been lodged with me together with an application for a new certificate of title in lieu thereof, notice is hereby given of my intention to issue such new certificate of title after fourteen days from 11th April, 1946.

Dated this 5th day of April, 1946, at the Land Registry Office, Auckland.

R. F. BAIRD, District Land Registrar.

EVIDENCE of the loss of certificate of title, Vol. 67, folio 13 (Nelson Registry), for 1 rood 7.2 perches, being Lot 9 on Deposited Plan No. 1915, and being portion of Sections 1 and 4, District of Suburban South, and Section 51, Block IV, Waimea Survey District, whereof PATRICK DAVID HIGHT, of Nelson, Storekeeper's Assistant, is the registered proprietor, having been lodged with me together with an application for the issue of a new certificate of title in lieu thereof, I hereby give notice of my intention to issue such new certificate of title after fourteen days from 11th April, 1946.

Dated this 5th day of April, 1946, at the Land Registry Office, Nelson.

A. FOWLER, District Land Registrar.

APPLICATION having been made to me for the issue of a new certificate of title in the names of JAMES DUNCAN FARQUHAR MCKAY and ALEXANDER MURDOCH MCKAY, both of Gummies Bush, Farmers, for Lots 7 to 19 (both inclusive), Block III, and Lots 4 to 19 (both inclusive), Block IV, Plan No. 123, being also part of Section 8, Block I, Jacobs River Hundred, and being the balance of the land comprised in certificate of title, Vol. 71, folio 95 (Southland Registry), and evidence having been lodged of the loss of the said certificate of title, I hereby give notice that I will issue the new certificate of title as requested after fourteen days from 11th April, 1946.

Dated this 2nd day of April, 1946, at the Land Registry Office, Invercargill.

C. L. HARNEY, District Land Registrar.

ADVERTISEMENTS

THE COMPANIES ACT, 1933, SECTION 282 (3)

NOTICE is hereby given that at the expiration of three months from this date the name of the undermentioned company will, unless cause is shown to the contrary, be struck off the Register and the company dissolved:—

R. Tangye and Company, Limited. 1941/8.

Given under my hand at Auckland, this 5th day of April, 1946.

L. G. TUCK, Assistant Registrar of Companies.

INCORPORATED SOCIETIES ACT, 1908

DECLARATION BY ASSISTANT REGISTRAR DISSOLVING SOCIETIES

I, ERNEST GORDON FALCONER, Assistant Registrar of Incorporated Societies, do hereby declare that, as it has been made to appear to me that the undermentioned societies are no longer carrying on their operations, the said societies are hereby dissolved in pursuance of section 28 of the Incorporated Societies Act, 1908:—

The Otago and Southland Caretakers and Cleaners in Schools Association (Incorporated). 1937/6.

Opoho District Kindergarten (Incorporated). 1940/5.

Dated at Dunedin, this 2nd day of April, 1946.

E. G. FALCONER,
Assistant Registrar of Incorporated Societies.