

Measurement of Logs

Logs will be measured by officers of the State Forest Service, and the quantities of timber in cubic feet will be assessed from the measurement made on each log of its girth at mid-length outside bark to the nearest complete inch, fractions being omitted, and its length to the nearest complete foot, odd inches being omitted, the volume being calculated in accordance with the New Zealand State Forest Service Log Scale. Although logs will be delivered in the longest possible lengths suitable for transporting, the maximum log-length for measurement purposes will be 24 (twenty-four) ft., and longer lengths will be calculated as two or more separate logs of approximately equal length, except that no butt logs will be measured at a point less than 7 ft. from the butt end.

An allowance of 4 in. for cross-cutting will be made on logs ranging from 24 (twenty-four) ft. to 32 (thirty-two) ft. in length, and on account of each complete 16 (sixteen)-foot log-lengths obtainable from logs of a length of 33 (thirty-three) ft. or over. The Forest Officer will make such deductions for defective logs as in his opinion are reasonable, and in cases of dispute the Conservator's decision shall be final.

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 herein or incorporated in a written agreement to be drawn up as provided in Condition 13 hereunder, or any subsequent license or agreement.

2. The State Forest Service will 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 800 cubic feet and not more than 1,100 cubic feet, and the purchaser shall accept delivery of all logs so supplied.

3. The Conservator will supply delivery dockets showing all measurements of logs as they are delivered, and at the end of each four-weekly period the Conservator will furnish the purchaser with a summary of volume of logs in each species and class delivered during that period and the total amounts due therefor.

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, servants, employees, 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 such officer 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, and 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, buildings, and dwellings 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 dwellings, and shall not proceed with the erection of any building or dwelling 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 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. Copies of agreements that have been completed in such sales may be seen at the office of the Conservator.

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 purchaser for the purpose of inspecting the cutting of logs and examining his

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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 envelopes addressed "Conservator of Forests, Auckland," and endorsed "Tender for Timber."

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 other interest therein.

R. D. CAMPBELL, Conservator of Forests.

(S.F. 35/1/96.)

BANKRUPTCY NOTICES

In Bankruptcy—Supreme Court

NANA KALA, of Pukekohe, Market-gardener, was adjudged bankrupt on 2nd May, 1946. Creditors' meeting will be held at my office on Tuesday, 14th May, 1946, at 10.30 a.m.

T. C. DOUGLAS, Acting Official Assignee.

Law Court Building, High Street, Auckland.

In Bankruptcy—Supreme Court

EDWIN JAMES OLIVER, of 19 St. Mary's Road, Ponsonby, Carpenter, was adjudged bankrupt on 2nd May, 1946. Creditors' meeting will be held at my office on Wednesday, 15th May, 1946, at 10.30 a.m.

T. C. DOUGLAS, Acting Official Assignee.

Law Court Building, High Street, Auckland.

LAND TRANSFER ACT NOTICES

EVIDENCE of the loss of certificate of title, Vol. 90, folio 224 (Auckland Registry), for Allotments 45A and 46A, Parish of Kourawhero, in favour of JOHN DAVIE MARTIN, of Warkworth, Farmer, and of certificate of title, Vol. 224, folio 166 (Auckland Registry), for a two-fifth share in Whenuanui No. 6 Block, situated in the Kaipara and Kumeu Survey Districts, in favour of HARRIET BRADLY, wife of Arthur Bradley, of Helensville, Farmer, having been lodged with me together with applications for new certificates of title in lieu thereof, and evidence of the loss of Lease No. 6619, affecting the land on Deposited Plan No. 8230, being part of the Whenuanui No. 1 Block, situated in the Kaipara Survey District, being part of the land in certificate of title, Vol. 223, folio 266 (Auckland Registry), and of Lease No. 6677, affecting a three-fifth share in the aforesaid Whenuanui No. 6 Block, being part of the land in the aforesaid certificate of title, Vol. 223, folio 266, whereof the said Harriet Bradley is the registered lessee, having been lodged with me together with an application for provisional leases in lieu thereof, notice is hereby given of my intention to issue such new certificates of title and provisional leases after fourteen days from 9th May, 1946.

Dated this 3rd day of May, 1946, at the Land Registry Office, Auckland.

R. F. BAIRD, District Land Registrar.

APPLICATION having been made to me for the issue of a new certificate of title in the name of GEORGE WILLIAM ESTAUGH, SYDNEY ARTHUR ESTAUGH, and JOHN TRENMAN, all of Havelock North, Engineers, as tenants in common in equal shares, for all that parcel of land containing 23 perches, more or less, situate in the Havelock North Town District, being part of Town Section 49, Town of Havelock, and comprising the whole of the land in certificate of title, H.B. Vol. 52, folio 172, and evidence having been lodged of the loss or destruction 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 the date of the *Gazette* containing this notice.

Dated this 1st day of May, 1946, at the Land Registry Office, Napier.

E. S. MOLONY,
District Land Registrar of the District of Hawke's Bay.