

Deposit and Terms of Payment

As a guarantee of good faith a marked cheque to yield the sum of £1,000 (one thousand pounds) in respect of each lot must accompany the tender, and shall be returned if the tender is not accepted. In the case of the purchaser the sum yielded by the cheque shall be deposited in the Receiver-General's Deposit Account as security against default in payment for the logs purchased as herein provided and the satisfactory fulfilment of his obligations or for damage by fire arising from his operations for which he is liable and the interest thereon shall be paid to the purchaser from time to time. The balance of the said sum at the conclusion of milling-operations shall be returned to the purchaser or be used in payment or part payment for the last month's supply of logs, any surplus being returned to the purchaser.

In addition the purchaser shall, within 28 (twenty-eight) days of notification of acceptance of his tender, deposit with the Conservator of Forests, Rotorua (hereinafter referred to as the Conservator), further securities to the value of £1,000 (one thousand pounds) in respect of each lot, to be held against default in payment for the logs purchased as herein provided or failure to comply with the terms and conditions of the sale agreement or any subsequent license or agreement. Should payment be made regularly, and should the terms and conditions hereinafter set out be faithfully observed or the purchaser is under no liability for damage by fire arising from his operations, the said securities shall be returned to the purchaser at the conclusion of milling-operations. The said securities may be by marked cheque, inscribed stock, Government bonds, or in other form acceptable to the Commissioner, and (if in cash) will be invested and the interest paid to the purchaser as aforesaid.

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, save 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) ft. log-length obtainable from logs of a length of 33 (thirty-three) ft. or over. A 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 sales 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 900 cubic feet and not more than 1,200 cubic feet in respect of each lot, 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 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. (NOTE.—The purchaser of two lots shall be required to erect only one sawmill.)

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 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 improvement, 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 endorse "Tender for Timber." Each tender shall state whether it is for one lot or two lots and whether or not it is made by or on behalf of a returned serviceman or returned servicemen.

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.

22. If no tenders are accepted for the logs mentioned herein they shall remain open for application for three months from the date tenders close.

N. J. DOLAMORE, Conservator of Forests.

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

BANKRUPTCY NOTICES*In Bankruptcy.—Supreme Court*

JAMES JOSEPH THOMAS MORRIS, of 19 Martin Avenue, Mount Albert, Auckland, Labourer, was adjudged a bankrupt on the 9th July, 1946. Creditors' meeting will be held in my office on Monday, the 22nd July, 1946, at 10.30 a.m.

V. R. CROWHURST, Official Assignee.
3rd Floor, Smith's Buildings, Albert Street, Auckland C. 1.

In Bankruptcy.—In the Supreme Court holden at Wanganui

NOTICE is hereby given that statements of accounts and balance-sheets in respect of the undermentioned estates, together with the report of the Audit Office thereon, have been duly filed in the above Court; and I hereby further give notice that at the sitting of the said Court, to be holden on Monday, the 5th day of August, 1946, I intend to apply for an order releasing me from the administration of the said estates:—

Duncan, Gordon Victor, Rata, Share-milker.
Barrett, William John, Wanganui, Clerk.

Dated at Wanganui, this 11th day of July, 1946.

W. PARKER, Official Assignee.

In Bankruptcy.—Supreme Court

NOTICE is hereby given that VLADIMIR BENGULA, of Wellington, Restaurateur, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden in my office, Magistrates' Court, on Monday, the 22nd day of July, 1946, at 11 o'clock a.m.

Dated at Wellington, this 10th day of July, 1946.

F. B. JAMESON, Official Assignee.