



THE
GOVERNMENT GAZETTE,
PROVINCE OF HAWKE'S BAY.

Published by Authority.

All Public Notifications which appear in this Gazette, with any Official Signature thereunto annexed, are to be considered as Official Communications made to those persons to whom they relate, and are to be obeyed accordingly.

J. C. LAMBTON CARTER,
Superintendent.

VOL. 3.]

MONDAY, JUNE 30, 1862.

[No. 13.]

Superintendent's Office,
Napier, June 24th, 1862.

IT is hereby notified for general information, that, during the absence of the Provincial Treasurer, his duties will be performed by Mr. William Smith.

J. C. LAMBTON CARTER,
Superintendent.

TENDERS.

Superintendent's Office,
Napier, June 13, 1862.

THE Following Tenders are published for General information.

J. C. LAMBTON CARTER,
Superintendent.

TENDERS ACCEPTED.

Fencing round the Observatory, about 4¼ chains—

Mr. James Swain, for the sum of £15 10s.

Building Engine House on board Steam Dredge—

Mr. J. Thompson, for the sum of £28 15s.

Building a Stone Wall about 5½ chains round Government Buildings—

Messrs. Thomas and Lound, at the rate of £6 per chain.

TENDERS REJECTED.

Fencing round the Observatory, about 4¼ chains—

Messrs Mullany, Lingard, Christie, & Parker, for the sum of £20.

Building Engine House on board Steam Dredge—

Mr. LeQuesne, for the sum of £29.

Mr. J. H. Vautier for the sum of £39.

Mr. P. M'Sweeney for the sum of £45.

Building a Stone Wall about 5½ chains round Government Buildings—

Messrs. Mullany, Lingard, Christie, & Parker. at the rate of £8 5s. per chain.

Mr. J. Johnson. for the sum of £38 10s.

PUBLIC NOTIFICATION.

By JOHN CHILTON LAMBTON CARTER Esquire, Superintendent of the Province of Hawke's Bay.

UNDER and in pursuance of the Powers vested in me by the "Educational Reserves Act, 1861" of Province of Hawke's Bay, I hereby notify for public information that all those pieces or parcels of Land enumerated in the Schedule hereunder mentioned will be offered for lease for a period of twenty one years, by Public Auction, under the said Act, subject to the conditions hereinafter set out at the office of the Commissioner of Crown Lands at Napier, on Wednesday, October 1st, 1862.

J. C. LAMBTON CARTER,
Superintendent.

Napier, June 25th, 1862.

SCHEDULE ABOVE REFERRED TO.
TOWN OF NAPIER.

No. of Lot.	Particulars.	Area.			Upset Price.		
		A	R	P	£	s	d
Lot 1	Town Section No. 407, having frontage of 200 links to Napier Terrace	0	2	0	2	10	0
2	Town Section No. 421, having frontage of 180 links to Milton-road	0	1	36	1	15	0
3	Town Section No. 469, having frontage of 115 links to Hardinge-road and to Waghorn-street	0	1	5	2	10	0
4	Portion A of Suburban Section No. 34, having frontage of 410 links to Milton-road	1	3	17	5	0	0
5	Portion B of Suburban Section No. 34 having frontage of 600 links to Milton-road	1	0	11	3	0	0
6	Suburban Section No. 2, North.....Havelock-street N.B.—The improvements on Lot No. 2 to be paid for or allowed to be removed.	8	0	0	12	0	0

CONDITIONS.

1. The different lots shall be put up at an upset price, and the person who shall bid the highest sum for each Lot by way of annual Rent (such Rent to be fixed as provided for in the next condition) shall be declared to be the purchaser or lessee thereof for the Term of 21 years from the date of sale, subject to the terms of a lease to be executed as hereinafter mentioned.

2. The upset price or the highest Bidding as the case may be for each lot shall be the amount payable by way of annual Rent for the first seven years of the said Term of 21 years. The annual Rent payable for the next 7 years of the said term shall be double the amount of such Upset Price or highest Bidding. The annual Rent payable for the last 7 years of the said Term shall be treble the amount of such Upset Price or highest Bidding.

3. If the upset price for any lot be not bid, such lot shall be withdrawn from sale, but will remain open to be leased under the 9th condition.

4. If any dispute shall arise between two or more bidders, the Lot in dispute shall be immediately put up again.

5. The Purchaser or Lessee of each Lot shall immediately pay, by way of deposit, to the Superintendent's Clerk one-half of the amount of his or her bidding, which sum shall be considered as payment of one-half year's rent upon the completion of the Purchase or Lease.

6. If any person fail to make the payment by way of deposit as provided for in the last condition, the Lot bid for by such person shall be immediately put up again for sale.

7. A Lease of each Lot will be granted to each Purchaser or Lessee, and such Purchaser or Lessee will be required to execute a counterpart thereof within fourteen (14) days from the date of sale, and to pay the expenses of the Lease and counterpart, and if any Purchaser or Lessee shall fail to execute such counterpart Lease within the time lastly mentioned, the deposit paid by such Purchaser shall be absolutely forfeited, and the purchase shall be declared rescinded.

8. A copy of the proposed Lease can be seen at the time of sale. Such Lease will contain the usual covenants and provisos, and a covenant restraining the Lessee from requiring the Lessor to fence or contribute towards fencing the Land comprised in such Lease and Land adjoining the property of the Lessor.

9. Any Lots remaining unsold may, during a Period of 12 months from the day of sale be Leased by any person at the upset price, subject to these present conditions.

10. Should there be any simultaneous applications for the Lots mentioned in the last condition, then such Lot or Lots shall be submitted to competition between the applicants only. The highest bidder at such sale shall be considered the Purchaser or Lessee, subject to the present conditions.

11. Upon the execution of the Lease and Counterpart hereinbefore mentioned, each Purchaser or Lessee shall enter into possession of the Lot comprised in his or her Lease.