

United States Department of Agriculture
Forest Service

SALE PROSPECTUS

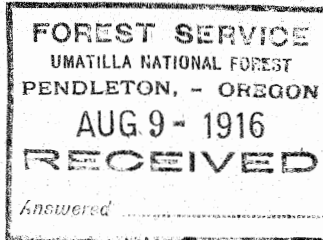
124,000,000 FEET

WESTERN YELLOW PINE
AND OTHER SPECIES

Lower Middle Fork John Day River Unit
Whitman National Forest, Oregon.



ISSUED BY THE
DISTRICT FORESTER
PORTLAND, OREGON
JULY, 1916



United States Department of Agriculture
Forest Service

SALE PROSPECTUS

124,000,000 FEET
WESTERN YELLOW PINE
AND OTHER SPECIES

Lower Middle Fork John Day River Unit
Whitman National Forest, Oregon.



ISSUED BY THE
DISTRICT FORESTER
PORTLAND, OREGON
JULY, 1916

SALE PROSPECTUS

124 Million Feet B. M. of Timber on the Whitman National Forest.

AREA AND LOCATION.

The tract embraces an area of about 14,600 acres on the watershed of the Middle Fork John Day River. The major portion of the timber is situated in Twps. 10 and 11 S., Range 34 E., W. M. The sections and parts of sections included are as follows: Parts of sections 25, 26, 27, 28, 33, 34, and 35, Twp. 10 S., R. 34 E.; parts of sections 30 and 31, Twp. 10 S., R. 35 E.; parts of sections 13 and 24, Twp. 11 S., R. 33 E.; all of sections 4, 8, 16, 17 and 23, parts of sections 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 14, 15, 18, 19, 20, 21, 22, 24, 25 and 26, Twp. 11 S., R. 34 E., W. M., all surveyed, within the Whitman National Forest, Oregon.

ACCESSIBILITY.

Baker, Oregon, is situated about 344 miles east of Portland, and on the main line of the O.-W. R. & N. Railway. Austin, Oregon, is located about 60 miles southwest of Baker on the Sumpter Valley Railway narrow gauge, running from Baker.

The east boundary of the tract of timber described herein is about five miles west of Austin. The plan of operation which forms the basis of the Government's appraisal is that the sawmill will be located on the sale area, the lumber to be shipped in the rough green to Baker where the lumber yard and planing mill will be located. The purchaser may, of course, use his own discretion in planning the operation.

ESTIMATE.

The estimated amount of timber to be cut on the tract is as follows:

Yellow pine	113,500,000	feet B. M.
Lodgepole pine	500,000	" "
Western larch		
Douglas fir		
White fir and		
Engelmann spruce	10,000,000	" "

A total of.....124,000,000 " "

of live and dead sawtimber.

Interspersed with the National Forest timber there are about 1750 acres of private timber which could logically be logged in connection with the government timber.

AREA RESERVED FROM ADVERTISEMENT.

Lying contiguous to the west boundary of the sale area, in Twps. 10 S., Ranges 33 and 34 E., and Twps. 11 S., Ranges 33 and 34 E., there is a unit of timber, comprising about 17,500 acres estimated to cut approximately 110 million feet of yellow pine and 15 million feet of other species, that will, except in case of serious deterioration from any cause, be reserved from sale by the United States until not later than January 1, 1928.

QUALITY.

Western Yellow Pine.

It is estimated that this species, together with the very small amount of lodgepole pine included, will produce approximately 35 per cent of No. 2 shop and better lumber, with the usual proportionate amounts of lower grades.

Other Species.

These species are made up of Douglas fir, western larch, white fir and Englemann spruce. The lumber from these species is suitable principally for dimension, boards and shiplap, ties and small timbers. The larch and Douglas fir timber will, however, produce some clear lumber.

LOGGING CONDITIONS.

While the surface of the area is broken by many small streams and gulches, except for the heads of a few of these streams, it can be said that logging is comparatively easy. Railroad construction cost will be moderate. Horse logging will apply on 85 per cent of the area. The balance can be logged to a good advantage with donkey engines.

COST OF LOGGING.

The estimated cost of logging, including depreciation of all equipment and fixtures, is estimated at \$4.25 per M feet log scale.

INVESTMENT.

On the basis of removing 14 to 15 million feet of log scale per annum, the following statement gives the estimated initial investments necessary:

Railroads	\$ 43,000.00
Railroad equipment	13,400.00
Logging equipment	12,000.00

Total for logging	\$ 68,400.00
-------------------------	--------------

Saw and planing mill, including sites..	101,600.00
---	------------

Total	\$170,000.00
-------------	--------------

MARKET.

Baker, Oregon, lies in what is known as the Oregon Freight Rate District. Consumption of the higher grades of western yellow pine is increasing in the northern states east of the Mississippi River. The freight rate per hundred pounds from Baker, Oregon, to Boston, Mass., and New York City is 72 cents; to Chicago, 52 cents. Favorable freight rates make it possible to market the lower grades in Utah, Colorado and southern Idaho.

GENERAL INFORMATION.

The advertisement and sample contract given below cover all points in relation to stumpage rates, payments, readjustment of stumpage rates, cutting periods, timber to be reserved in logging, administration of logging, etc.

TIMBER TO BE CUT.

The contract provides that the amount of timber other than yellow pine or lodgepole pine which the purchaser is required to take shall not exceed 8 per cent of the total cut. Additional trees of these other species will be marked for removal by the Forest Officers under the same general plan of marking as that followed with the yellow pine and lodgepole pine if the purchaser wishes to secure them.

FINANCIAL STATEMENT.

Before the timber is awarded, the successful bidder will be required to submit a satisfactory statement of financial ability to fulfill the terms of the contract. The purchaser will be required to show assets in hand equivalent to at least \$76,000.00 in value. Such assets must be clear of all liabilities, and may be in the form of cash, equipment or improvements, or, in the case of corporations, such assets may be in the form of subscribed stock in amount not exceeding \$38,000.00. Stock subscriptions must be by solvent subscribers satisfactory to the approving officer and in the amount specified, whether the stock is subscribed at par or not.

In any case not less than \$50,000.00 of capital must be furnished in some form by responsible men who will be actively identified with the management of the company as directors or executive officers.

Detailed maps of the area can be inspected and information in regard to sales can be obtained at the office of the Forest Supervisor at Sumpter, Oregon, or the District Forester, Portland, Oregon.

The following form of advertisement is now running in several publications:

124,000,000 FEET NATIONAL FOREST TIMBER FOR SALE.

LOCATION AND AMOUNT—All the merchantable dead timber standing or down and all the live timber marked or designated for cutting on an area embracing about 14,600 acres in Twps. 10 S., Ranges 34 and 35 E., and Twps. 11 S., Ranges 33 and 34 E., W. M., on the watersheds of Caribou, Flat, Murdock, Hunt, Windlass, Tincup, Big Butte, Little Butte, George and Deerhorn creeks, tributaries of the Middle Fork John Day River, Whitman National Forest, Oregon, estimated to be 124,000,000 feet B. M., more or less, of western yellow pine, lodgepole pine, Douglas fir, western larch, Engelmann spruce, white fir and other species, approximately 92 per cent western yellow pine.

STUMPAGE PRICES—Lowest rates considered, \$2.70 per M for western yellow pine and lodgepole pine and \$0.50 per M for all other species. For material unmerchantable under the terms of the contract to be removed at the option of the purchaser, for which payment is required by the Forest Service, 25 cents per M feet. Rates to be readjusted every three years.

DEPOSIT—With bid \$6000, to apply on purchase price if bid is accepted, or refunded if rejected. Ten per cent may be retained as forfeit if the contract and bond are not executed within the required time.

FINAL DATE FOR BIDS—Sealed bids will be received by the District Forester, Portland, Oregon, up to and including October 6, 1916.

The right to reject any and all bids is reserved.

Before bids are submitted full information concerning the character of the timber, conditions of sale, deposits, and the submission of bids should be obtained from the District Forester, Portland, Oregon, or the Forest Supervisor, Sumpter, Oregon.



The form of contract purchasers will be required to execute is as follows:

United States Department of Agriculture
Forest Service

TIMBER SALE AGREEMENT

Whitman National Forest
Lower Middle Fork John Day River Unit

DESCRIPTION OF TIMBER.

Location
and
Area

We, a corporation organized and existing under the laws of the State of having an office and principal place of business at, hereby agree to purchase at the rate or rates, and in strict conformity with all and singular the requirements and conditions hereinafter set forth, all the dead timber standing or down and all the live timber marked or designated for cutting by a Forest officer merchantable as hereinafter defined, from an area of about 14,600 acres to be definitely designated on the ground by a Forest officer prior to cutting, on the watersheds of Caribou, Flat, Murdock, Hunt, Windlass, Tincup, Big Butte, Little Butte, George and Deerhorn creeks, tributaries of the Middle Fork of John Day River, in portions of Sections 25, 26, 27, 28, 33, 34 and 35, Twp. 10 S., R. 34 E.; portions of Sections 30 and 31, Twp. 10 S., R. 35 E.; portions of Sections 13 and 24, Twp. 11 S., R. 33 E.; portions of Sections 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 14, 15, 18, 19, 20, 21, 22, 24, 25, and 26, and all of Sections 4, 8, 16, 17 and 23, Twp. 11 S., R. 34 E., W. M., all surveyed, within the Whitman National Forest, Oregon, as definitely designated on the attached map which is hereby made a part of this agreement.

Said timber is estimated to be:

Estimate

114,000,000 feet B. M. of western yellow pine and lodgepole pine.
10,000,000 feet B. M. of Douglas fir, western larch, Engelmann spruce and white fir.
A total of 124,000,000 feet B. M. of live and dead sawtimber, more or less.

PAYMENTS.

We do hereby, in consideration of the sale of this timber to us, promise to pay to the Lumbermen's National Bank of Portland, Oregon (United States depository), or such other depository or officer as shall hereafter be designated, to

Installments

be placed to the credit of the United States, in advance payments of not less than Six Thousand Dollars (\$6,000) and not more than Ten Thousand Dollars (\$10,000) each when called for by the Forest officer in charge, except just before the completion of the sale or a period when cutting operations will be suspended for at least three months, when the amount of payment will be designated in writing by the Forest Supervisor, credit being given for the sums, if any, heretofore deposited with the said United States depository or officer in connection with this sale, for all timber cut prior to August 1, 1920, at the following rates:

**Initial
Rates**

\$..... per M feet B. M., log scale, for western yellow pine and lodgepole pine, and

\$..... per M feet B. M., log scale, for all other species.

For material unmerchantable under the terms of the agreement to be removed at the option of the purchaser for which payment is required by the Forest Service, \$..... per thousand feet.

For all timber cut on or after August 1, 1920, and prior to August 1, 1923, at such rates as shall be designated by the Forester on or before August 1, 1920:

**Readjust-
ments**

For all timber cut on or after August 1, 1923, and prior to August 1, 1926, at such rates as shall be designated by the Forester on or before August 1, 1923:

And for all timber cut on or after August 1, 1926, at such rates as shall be designated by the Forester on or before that date.

(a) The rates designated by the Forester on each of the foregoing dates shall be fixed in consideration of current operating conditions and markets in the Eastern Oregon region, including the operations of the purchaser; but any increase in the rate for any species fixed on any date, over the rate for such species given above, shall not exceed 50 per cent of the increase in the average lumber value of such species during the three years preceding, as compared with the average lumber value specified herein.

And we further agree that should a freight rate of less than \$3.40 per M feet, log scale, on logs, a rate of less than seven cents (\$0.07) per hundred pounds on green lumber, or a rate of less than 17 cents per hundred pounds on dry lumber be established between Austin, Oregon, and Baker, Oregon, which reduced rate or rates shall apply to shipments of material cut from this sale area, the stumpage prices in effect under this agreement may be increased in the discretion of the Forester by an amount not to exceed seventy-five per cent (75%) of the reduction from the rates above specified.

(b) For the purposes of this contract it is agreed that the average lumber value per thousand feet board measure of timber similar to that included in this sale at the date of execution hereof, in the Eastern Oregon region, is fixed for western yellow pine and lodgepole pine by the following grades, prices and weights, such grades being now defined in the grading rules of the Western Pine Manufacturers' Association, Edition of February 1, 1910, Third Issue, November 20, 1913, a copy of which has been placed on file with the Forest Service and is made a part of this contract.

GRADES	WEIGHT POINTS		VALUE PER M	
B Select and better, all dimensions.	4.6	@	\$38.50	\$1.77
C Select, all dimensions.....	5.6	@	32.00	1.79
D Select, all dimensions.....	4.0	@	23.50	.94
No. 1 Shop, 5/4" to 10/4" thick, all widths and lengths.....	6.8	@	28.00	1.90
No. 2 Shop, 5/4" to 10/4" thick, all widths and lengths.....	14.2	@	18.00	2.56
No. 3 Shop, 5/4" to 10/4" thick, all widths and lengths.....	5.0	@	12.50	.62
No. 1 Common, all dimensions....	2.0	@	20.00	.40
No. 2 Common, all dimensions....	22.0	@	17.00	3.74
No. 3 Common, all dimensions....	30.0	@	13.00	3.90
No. 4 Common, all dimensions....	5.8	@	10.00	.58
Average lumber value				\$18.20

It is further agreed that for the purposes of this contract the average mill run wholesale net prices per thousand feet B. M. prevailing at the date of execution hereof, f. o. b. cars at the mills operating in the Eastern Oregon region is Eleven Dollars (\$11.00) for Douglas fir, western larch, white fir and Engelmann spruce.

(c) The Forester shall ascertain the average lumber value per thousand feet board measure of each species, for timber of similar quality, prevailing during the three calendar years preceding each of the dates above specified for readjustment of stumpage prices. Such average lumber value for western yellow pine and lodgepole pine shall be obtained by use of the grades and weights specified and prevailing prices for each designated grade.

If the designation or specifications of any lumber grade named in this section are changed prior to any readjustment date, or in case of any question affecting such grades or specifications, the Forester shall determine upon an equitable basis and employ in establishing the average lumber value as contemplated by this section the current grades or specifications which conform most closely with those designated herein and which most truly represent such average lumber value.

(d) Any grade or other prices used by the Forester to determine the average lumber value of any species shall be shipping prices f. o. b. cars in the Eastern Oregon region, at actual shipping weights, but without deduction for discounts or commissions.

But in case of any question as to what prices shall be used or what items of cost or return shall be considered therein, the Forester shall determine upon and use such prices as will, in his judgment, upon an equitable basis, establish the average lumber value of the species as contemplated by this section.

(e) If any material cut under this agreement is manufactured or sold by the purchaser in other forms than those specified herein, the Forester may upon the next readjustment date establish a special stumpage rate for each class of material so manufactured or sold during the succeeding period, which rate, in accordance with the ratio per thousand board feet currently used by the Forest Service, shall be not less than the initial stumpage price fixed herein and shall allow the purchaser an equitable profit under current selling prices and costs of production in the region defined above. The Forester may readjust on an equitable basis, on the dates designated above for the readjustment of stumpage prices, the rates specified herein for material unmerchantable under the terms of this agreement.

(f) It is further agreed that the Secretary of Agriculture will, upon written application from the purchaser showing good and sufficient reasons therefor and specifically the existence of a serious emergency arising from changes in market conditions since the last readjustment, at his option, when action of either character is necessary to relieve the purchaser from hardship, either

(1) Redetermine and establish the stumpage rates and designate a date when the rates as redetermined shall be effective, which date shall be within six (6) months after the date of application; or

(2) Grant an extension of time within which the respective amounts of timber specified in Section 2 shall be removed, not to exceed the total period allowed for cutting all the timber.

Any stumpage rates readjusted upon application to the Secretary shall be determined in accordance with the methods and under the terms above set forth, except as to the time for which average lumber values are taken, and shall apply only during the remainder of the three-year period then current when the rates shall be regularly readjusted.

(g) In no event, however, will the stumpage rates for products from material whose utilization is required by this agreement as established upon any date above named, or

upon application from the purchaser be less than those specified herein to be paid for timber cut prior to August 1, 1920.

(h) It is further agreed that at the date of any readjustment of stumpage prices the Forester may require such modifications in the sections numbered 5, 7, 8, 9, 10, 11, 15, 16, 19, 28, 29, 30, 31, 35 and 36 in this agreement as are necessary in his judgment to protect the interests of the United States. Such modifications shall be limited to requirements contained in current timber sale contracts in Oregon or Washington and shall be practicable under the existing equipment and organization of the purchaser. Any additional operating costs entailed by such modifications, as ascertained by the Forester, shall be taken into consideration as a factor in arriving at a readjustment of the stumpage prices.

**Area
to be
Reserved
from
Advertise-
ment**

It is further agreed that the National Forest Timber located on an area of about 17,500 acres in approximately portions of Twp. 10 S., Ranges 33 and 34 E., and Twp. 11 S., Ranges 33 and 34 E., W. M., surveyed, on the watersheds of Granite Boulder Creek, Beaver Creek, Horse Gulch, Ruby Creek, Ragged Creek and Sunshine Creek, tributaries of the Middle Fork John Day River, estimated to cut about 110,000,000 feet of western yellow pine and lodgepole pine, and 15,000,000 feet of other species, more or less, will, except in case of serious deterioration from fire, insects, or similar causes, be reserved from sale by the United States until and not later than January 1, 1928; and that on January 1, 1928, or at least six months prior to the completion of cutting on the area covered by this agreement, the Forester will appraise and advertise the block of timber above defined for purchase under sealed bids, at such minimum prices and under such conditions and requirements as he shall deem necessary.

PERIOD.

**Cutting
Period**

Sec. 1. The cutting and removal of timber under this agreement for sale will begin not later than August 1, 1917, and, unless extension of time is granted, all timber will be cut and removed and the requirements of this agreement satisfied on or before July 31, 1928.

**Periodic
Cuts**

Sec. 2. Unless such amounts are reduced in writing by the Forester, at least 8,000,000 feet B. M. will be cut prior to August 1, 1918; at least 30,000,000 feet B. M. will be cut prior to August 1, 1920; at least 65,000,000 feet B. M. will be cut prior to August 1, 1923; and at least 100,000,000 feet B. M. will be cut prior to August 1, 1926.

TITLE.

**Title to
Timber**

Sec. 3. The title to all timber included in this agreement will remain in the United States until it has been

paid for, and scaled, measured, or counted, as herein provided.

**Timber
on
Claims**

Sec. 4. Timber upon valid claims and all timber to which there exists valid claim under contract with the Forest Service is exempted from this sale.

DESIGNATION.

**Timber
Reserved
in Marking**

Sec. 5. Timber will be marked for cutting as follows: It is agreed that this sale includes all the merchantable dead timber standing and down on the areas designated for cutting by the Forest officer; not less than 80% by volume of the total stand of merchantable live western yellow pine and lodgepole pine; and it is agreed that a maximum of not more than 8% of the cut may be required to be of Douglas fir, western larch, Engelmann spruce and white fir, on such designated areas, including in each case trees 12 inches and over in diameter at a point 4½ feet from the ground, to be marked for cutting by the Forest officer in charge. The removal of timber other than western yellow pine and lodgepole pine in excess of 8% of the cut shall be optional with the purchaser, but any timber so cut shall be marked in advance by the Forest officer in charge, and a maximum of 20% by volume of these species may be reserved in the discretion of the Forest officer.

LOGGING.

**No Cutting
Before
Payment**

Sec. 6. No timber will be cut until paid for, or removed from the place or places agreed upon for scaling until scaled, measured, or counted by a Forest officer.

Sec. 7. All marked trees will be cut. No live timber will be cut except that marked.

Unmarked live trees which are cut or injured through carelessness, and marked trees left uncut will be paid for at double the current price for the class of material which they contain fixed in accordance with the terms of this agreement. Timber wasted in tops, stumps, and any timber merchantable, according to the terms of this agreement, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this agreement expires or is otherwise terminated, will be paid for at the current price for such material. The amounts herein specified will be regarded as liquidated damages and may be waived in the discretion of the Forest officer in charge in accidental or exceptional cases which involve small amounts of material. Any timber remaining on the sale area at the expiration or termination of this agreement, for which payment as herein specified has been made to the United States, may be removed within six months from such date of expiration or termination.

Damage to Young Growth	Sec. 8. No unnecessary damage will be done to young growth or to trees left standing, and no trees will be left lodged in the process of felling. Unmarked trees which are badly damaged in logging will be cut if required by the Forest officer in charge.
Stumps	Sec. 9. All cutting will be done with a saw when possible; stumps will be cut so as to cause the least practicable waste and not higher than 18 inches on the side adjacent to the highest ground, with the exception of swell-butted larch which will be cut not higher than 4 feet on the side adjacent to the highest ground. These heights may be exceeded in unusual cases when in the discretion of the Forest officer they are not practicable; all trees will be utilized to as low a diameter in the tops as practicable so as to cause the least waste and to a minimum diameter of 8 inches when merchantable in the judgment of the Forest officer in charge. The log lengths will be varied so as to make this utilization possible.
Definition of a Merchantable Tree	Sec. 10. All defective and dead trees containing one or more merchantable logs scaling one-fourth of the total volume of the tree will be considered merchantable and will be cut if marked by the Forest officer, and the merchantable portion utilized by the purchaser.
Cutting Unmerchantable Trees	Sec. 11. In addition to such living and dead trees as may be cut under the provisions of Sections 30 and 31, all standing unmerchantable dead trees on the area logged over which are over 10 inches in diameter at a point 4½ feet from the ground and over 16 feet in height, and all marked living diseased trees will be cut; Provided, that the number of living unmerchantable trees to be so cut shall not exceed 5000.
Plan of Logging Operations—Acceptance of Cutover Areas	Sec. 12. As far as may be deemed necessary for the protection of National Forest interests, the plan of logging operations on the respective portions of the sale area will be approved by the Forest officer in charge. When operations are begun on any natural logging area, the cutting on that area will be fully completed to the satisfaction of the Forest officer in charge before cutting may begin on other areas, unless such cutting is authorized in writing with the requirement that cutting will be completed on the area left unfinished as soon as practicable. After decision in writing by the Forest officer in charge that the purchaser has complied satisfactorily with the contract requirements as to specified areas, the purchaser will not be required to do additional work on such area.
Fuel Timber	Sec. 13. Wood taken from the tops or from unmerchantable sawtimber necessary for fuel in connection with the logging operations only will be allowed free of charge.

Method of Logging Sec. 14. This agreement is intended to provide for logging in the woods by means of horses, and donkey engines for roading only. Any other method of logging may be employed only with the advance approval in writing of the Forest officer approving this agreement and under such conditions and restrictions as he may require.

Rigging Sec. 15. No rigging will be slung upon trees not marked or designated for cutting unless absolutely necessary. Where it is necessary to fasten leads, tail holds, or guys on such reserved trees by means of chokers or straps, protection from girdling will be secured by first encircling the tree with suitable poles or blocks of wood, or if this is not found to be sufficient, the use of grab hooks inserted in a single hole in the tree may be required.

Long-butting Sec. 16. Larch may be long-butted sufficiently to eliminate material unmerchantable in the judgment of the Forest officer.

SCALING AND MERCHANTABILITY.

Scale Rule Sec. 17. Sawlogs will be scaled by the Scribner Decimal C log rule, at the small end, on the average diameter inside bark, diameters to be taken to the nearest inch.

Scaling Length Sec. 18. The maximum scaling length of saw logs will be 16 feet; greater lengths will be scaled as two or more logs. Upon all logs an additional length of 4 inches will be allowed for trimming. Logs overrunning the specified allowance for trimming will be scaled not to exceed the next foot in length.

Merchantability Defined Sec. 19. All western yellow pine and lodgepole pine logs are merchantable under the terms of this agreement which are not less than 10 feet long, at least 8 inches in diameter inside bark at the small end, and after deductions for visible indications of defect scale $33\frac{1}{3}$ per cent of their gross scale; and logs of other species are merchantable under the terms of this agreement which are not less than 12 feet long, 8 inches in diameter inside bark at the small end, and after deductions for visible indications of defect scale 50 per cent of their gross scale.

Removal of Unmerchantable Material Sec. 20. Material unmerchantable under the terms of this agreement may be removed at the option of the purchaser, subject to the charge specified herein for all or part of such material at the discretion of the District Forester. Such material for which payment is required will be scaled, measured, or counted as the District Forester shall prescribe and where necessary converted into board measure, log scale, by a ratio conforming with the current practice of the Forest Service.

Place of Scaling Sec. 21. The scaling of logs will be done at the landing or wherever the Forest officer finds it most practicable without interfering unnecessarily with the logging operations.

**Separating
Private and
Government
Logs**

Sec. 22. Logging operations will be so conducted as to permit scaling to be done economically, and timber or logs from private land will not be mixed at the point of scaling with timber or logs from Government land.

**Yellow
Pine
Ties**

Sec. 23. If western yellow pine timber suitable for sawtimber in the judgment of the Forest officer is cut into ties, it will be scaled and paid for at the same rate as if used for sawtimber.

BRUSH DISPOSAL.

**Lopping
Tops and
Piling Brush**

Sec. 24. Tops of all trees felled, whether merchantable or unmerchantable, will be lopped and all brush piled compactly at a safe distance from living trees, as directed by the Forest officer in charge.

**Brush
Disposal**

Sec. 25. It is further agreed that the Supervisor of the Whitman National Forest may employ such labor, engage such transportation, and purchase such supplies as may be necessary in burning the brush and other debris resulting from the operations conducted hereunder, under the direction of a Forest officer, and that all expenditures incurred for this purpose will be paid by us on vouchers certified by the Forest Supervisor, provided that the total cost of brush burning to be paid by us will not exceed five cents (5c) per M feet B. M. on the total scale of timber cut under this agreement.

**Piling Brush
to Keep
Pace with
Logging**

Sec. 26. As far as practicable all branches of logging will keep pace with one another, and in no instance will brush disposal be allowed to fall behind cutting, except when the depth of snow or other adequate reason makes proper disposal impracticable, when the disposal of brush may, with the written consent of the Forest officer in charge, be postponed until conditions are more favorable.

**Burning
of Refuse**

Sec. 27. No refuse will be burned during the period from June 1 to October 1 of each year without the written consent of the Forest Supervisor.

FIRE PROTECTION.

**Assistance
in Fighting
Forest Fires**

Sec. 28. During the time that this agreement remains in force we will, independently, do all in our power to prevent and suppress forest fires on the sale area and in its vicinity, and will require our employees, contractors, and employees of contractors, to do likewise. We hereby agree, unless prevented by circumstances over which we have no control, to place our employees, contractors, and employees of contractors, at the disposal of any authorized Forest officer for the purpose of fighting forest fires, with the understanding that unless the fire-fighting services are rendered on the area embraced in this agreement or on adjacent areas within the watershed of the Middle Fork John Day River, in

Twps. 10 S., Ranges 33 and 34 E., Twps. 11 S., Ranges 33 and 34 E., and the west one-half of Twp. 10 S., R. 35 E., we will be paid for such services at the rates to be determined by the Forest officer in charge, which rates shall not be less than the current rates of pay prevailing in the said National Forest for services of a similar character; Provided, that the maximum expenditure for fire fighting without remuneration in any one calendar year, at rates of pay determined as above, will not exceed \$3,500.00, including the furnishing of special trains and other special services required; and further provided, that if we, our employees, contractors, or employees of contractors are directly or indirectly responsible for the origin of the fire, we will not be paid for services so rendered, nor will the cost of such services be included in determining said maximum expenditure for any calendar year.

It is further agreed that except in serious emergencies as determined by the Forest Supervisor, we will not be required to furnish more than twenty (20) men for fighting fires outside of the area above specified, and that any employees furnished will be relieved from fire fighting on such outside areas as soon as it is practicable for the Forest Supervisor to obtain other labor adequate for the protection of the National Forest.

**Spark
Arresters**

**Fire
Equipment**

**Patrol
After
Locomotives**

Sec. 29. During the period from May 1 to October 1 of each year, all locomotives, donkey engines, or other steam power engines will burn oil or will be equipped with spark arresters acceptable to the Forest officer in charge, 100 feet of serviceable one-inch fire hose equipped to be connected to the locomotive, donkey engine or other steam power engine, six 12-quart pails, 6 shovels, and a constant supply of not less than the equivalent of 12 barrels of water, this equipment to be suitable for fire fighting purposes, and kept in serviceable condition. During this period the purchaser may be required in the discretion of the Forest Supervisor to patrol all railroad tracks after the passage of each locomotive.

**Clearing
Rights of
Way**

Sec. 30. Whenever necessary, in the judgment of the Forest officer, the purchaser will clear and keep clear the railroad rights of way of all inflammable material, including dead trees, for a distance of not to exceed 100 feet on each side of the center of main and spur tracks, in such manner and at such times as may be designated by the Forest officer in charge.

**Fire Pre-
cautions
with
Donkey
Engines**

Sec. 31. At each setting of each donkey engine or other steam logging contrivance, the ground will be cleared of all inflammable material, including dead trees, for a distance of fifty feet in all directions. From May 1 to October 1 of each year, no donkey engine or other steam logging contrivance in actual use will be left during the noon hour without

a watchman, and during the same period of each year the purchaser may be required at the discretion of the Forest Supervisor to employ a night watchman to guard against the escape of fire from logging engines.

**Cessation
of Logging**

Sec. 32. When in the judgment of the Forest Supervisor, climatic conditions are such as to make the danger from forest fires excessive, the purchaser will cease logging operations on the sale area after five days' notice from the Forest Supervisor, and suspend such operations until released by further notice; provided, however, that the logging operations will not be so suspended for more than thirty (30) days in any one calendar year.

OCCUPANCY.

**Logging
Improvements**

Sec. 33. Sawmills, camps, building, roads, and other necessary structures will be located and operated subject to such regulations by the Forest officer in charge as may be necessary for the protection of National Forest interests.

Except as hereinafter provided, all improvements will be removed from National Forest lands within six months after the termination of this agreement, unless permits or easements are secured from the officer of the United States having jurisdiction and in accordance with the Federal laws for their future occupancy and use. If not removed within such time or if further occupancy and use under such permits or easements is not authorized, they will become the property of the United States.

**Construction
Timber**

Sec. 34. White fir and unmerchantable tops and defective material of any species may be used without charge in the construction of buildings, roads, and other logging improvements, provided that such improvements will not be removed from the ground where used. All other timber used in the construction of improvements will be paid for at the current price of such material fixed in accordance with the terms of this agreement, except that merchantable Douglas fir, western larch, Engelmann spruce and lodgepole pine timber cut for hewn cross ties not over six feet in length and used in logging operations only, will be paid for at the rate of 50 cents per M feet B. M., 40 ties being considered equivalent to one thousand feet, board measure.

**Protection,
Repair of
Telephone
Lines, etc.**

Sec. 35. All telephone lines crossing the sale area will be protected as far as possible in logging operations and if injured will be repaired immediately by the purchaser; all roads and trails traversing the sale area, whose maintenance or repair is considered necessary by the Forest officer in charge, which are injured or destroyed by logging operations, will be repaired or reconstructed and kept free from obstruction by logs, brush, or debris by the purchaser, as the Forest officer shall require.

Sec. 36. The ground in the vicinity of logging camps,

**Sanitation
of Camps**

mills, stables, and other structures will be kept in a clean, sanitary condition; and rubbish will be removed and burned or buried. When camps or other establishments are moved from one location to another or abandoned, all debris will be burned or otherwise disposed of as the Forest officer in charge shall direct.

**Use of Rail-
road by
Other Pur-
chasers**

Sec. 37. We do hereby agree, as a part of the consideration of this agreement, to grant to the Forest Service, or to such other parties as the Forest Service may designate, the privilege of using any main lines of railroad which are not common carriers, both on and off National Forest land, which will be constructed, owned, or controlled for the purpose of logging the timber on the area specified in this contract, for the purpose of or in connection with the logging of any National Forest timber tributary to the said main lines of railroad, at such rates and under such regulations as may be specified by the District Forester; And further provided, That any such arrangement for the use of said railroad lines may be terminated at the date of expiration of this contract at the option of the purchaser; Provided, however, That in the event the arrangement for the use of said railroad lines is terminated at the date of the expiration of this contract by the purchaser, or if any lines constructed, owned, or controlled by the purchaser, used for the purpose of, or in connection with, the logging of the timber on said area, and used as common carriers, cease to be so operated as common carriers on or prior to the termination of this agreement, the United States shall have the right, as a part of the consideration of this agreement, to purchase the said railroad or to designate a person or persons who shall also have the right to purchase the said railroad lines, at such times as may be mutually agreed upon between the United States or the person or persons it may designate and the owners of the said railroad lines; Provided further, That in the event it is impossible for the parties aforesaid to agree upon a purchase price a board of appraisers consisting of three persons, one to be named by the purchaser, one to be named by the Forester in the event the United States desires to purchase such railroads, or by the holder of any timber sale agreement which would be affected by the use of said railroad lines and whose name shall be designated by the District Forester, and the third to be named by the two thus chosen, shall fix the price at which the said railroad lines shall be purchased. Written notice of intention to exercise the option of purchase must be given within two months from the date of the expiration of this agreement. The board of appraisers shall meet upon the call of the District Forester, and the majority vote shall be binding on the board. It is hereby specifically understood and agreed that any purchaser of said railroad lines shall be an actual bona fide purchaser of timber which is tributary to such lines.

MISCELLANEOUS.

Transportation of Forest Officers on Trains

Sec. 38. Officers of the Forest Service, fire fighters, and other regular and temporary employees will be transported free of charge over logging roads operated in connection with this sale not common carriers, and will be permitted to ride upon logging trains and engines or to operate speeders when traveling upon official business. Forest officers and employees riding on logging trains, engines, or speeders shall do so at their own risk and the owner thereof expressly reserves the right to enter into an agreement with such persons before entering upon said trains or engines, releasing the owner thereof from liability for any injury sustained by them in riding on said trains or engines, arising from any cause whatsoever. In emergencies, arising from forest fires, special trains will be furnished to officers and employees of the Forest Service.

Inspection of Books

Sec. 39. All the books pertaining to our logging operations and milling business will be open to inspection at any time by a Forest officer authorized by the District Forester to make such inspection, with the understanding that the information so obtained shall be regarded as confidential.

Sale of Other Products than Sawtimber

Sec. 40. The United States reserves the right to sell other products than sawtimber from the sale area during the life of this agreement; Provided, that the removal of such material shall not, in the judgment of the Forest officer, interfere with the operations of the purchaser.

Complaints by Purchaser

Sec. 41. Complaints by the purchaser, arising from any action taken by a Forest officer under the terms of this contract, will not be considered unless made in writing to the Forest Supervisor having jurisdiction, within thirty (30) days of the alleged unsatisfactory action. The decision of the Secretary of Agriculture will be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of the timber covered by this agreement.

Suspension of Operations

Sec. 42. All operations on the sale area, including the removal of scaled timber, may be suspended by the Forest officer in charge, in writing, if the conditions and requirements contained in this agreement are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, will be sufficient cause for the termination of this agreement; Provided, That the Forester may upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this agreement were fixed, and with the consent of the purchaser, terminate this agreement, but in the event of such termination the purchaser shall be liable for any damages sustained by the United States arising from the purchaser's operations hereunder.

**Definition
of "Forest
Officer"**

Sec. 43. The term "Forest officer" or "Officer in Charge" wherever used in this agreement, signifies, the officer of the Forest Service who will be designated by the Forest Supervisor, or by the District Forester, to supervise timber operations in this sale.

**Definition
of "brush"**

Sec. 44. The term "brush" as used in this agreement means all slash and debris resulting from logging operations, including stems and limbs not exceeding six (6) inches in diameter.

**Act of
March 4,
1909**

Sec. 45. No member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, will be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained will be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company. (Section 3741, Revised Statutes, and Sections 114-116, Act of March 4, 1909.)

**Agreement
Non-
assignable**

Sec. 46. This agreement will not be assigned in whole or in part.

**Authority
to Modify
Agreement**

Sec. 47. The conditions of the sale are completely set forth in this agreement, and none of its terms can be varied or modified except in writing by the Forest officer approving this agreement or his successor or superior officer, and in accordance with the regulations of the Secretary of Agriculture. No other Forest officer has been or will be given authority for this purpose.

Bond.

Sec. 48. And as a further guarantee of a faithful performance of the conditions of this agreement, we deliver herewith a bond in the sum of..... (\$.....), and do further agree that all moneys paid under this agreement will, upon failure on our part to fulfill all and singular the conditions and requirements herein set forth, or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of our obligations assumed hereunder.

Signed in duplicate this.....day of....., 1916.
(Corporate seal)

By.....
Its

Witnesses:
.....
.....

Approved at Washington, D. C., under the above conditions,, 1916.

.....
Forester.

WHITMAN NATIONAL FOREST OREGON

SHOWING
LOCATION OF TIMBER SALE AREA
ON
LOWER MIDDLE FORK JOHN DAY RIVER

