

FOREST SERVICE NEWSLETTER



An entirely unofficial budget of news, nonsense, 'n' opinion compiled from time to time for the profit, amusement, and annoyance of the staff. * * *

No. 116

VICTORIA, B.C.

MARCH, 1953.

THE FARMER SELLS HIS TIMBER

by Clarence Cooper
Forest Counsel.

Many farmers who own timber have an opportunity to sell at some time or other. This is a problem which possibly occurs only once in the farmer's lifetime. At first such a problem appears to have a simple answer but, later, the farmer finds to his sorrow that it wasn't so simple after all and possibly a little advice on the subject would have avoided the trouble.

The best advice that a farmer can be given when he is in the process of negotiation for the sale of his timber, whether it is a large or small amount, is that he have a proper contract drawn by his own lawyer. He should consult his lawyer first and then arrange that both the buyer and himself get together with the lawyer to work out the terms of the contract.

Prior to consultation with his lawyer, the vendor should have some conception of the things he wishes to be covered in the contract. Here in British Columbia there are certain forest laws that should be complied with and which are designed for the benefit of the public. Then, in addition, there are those other things which the farmer should think about from the standpoint of his own protection.

It is impossible to set out all things that a farmer should require in a contract. The lawyer will know and take care of many of them by inserting proper clauses to cover the situation. The farmer can consider certain items peculiar to his own situation and discuss the merits of them with his lawyer and stipulate that they be a condition in his contract.

The first thing which an owner should ascertain is the amount of timber actually on his lands by having it cruised by a qualified timber cruiser or a Registered Forester.

The next step is to draft the contract. This should be in the nature of a license to cut and remove trees as provided in the contract and the right to enter to so cut and remove during the existence of the contract. Do not make it as an exclusive right to the use of the land, but merely the right to enter and cut and remove the trees according to its terms.

The best way to sell timber, where payment is to be made as the timber is cut, is on a basis of a rate per thousand board-feet, or one hundred cubic feet, rather than as a lump sum. If, however, the farmer has had the timber cruised one hundred per cent by a qualified timber cruiser or Registered Forester so that the actual amount of timber is known, then it is possible to sell on a lump-sum basis, but sale should be without any guarantee as to quantity in any event. The species of trees sold should be mentioned as well as specifying the minimum stump diameter of trees that can be cut. Always put in a clause specifying the maximum height of stump at never over, say, 30 inches.

Always state the date a contract is to commence and the date it terminates, and that time is of the essence. In conjunction with this termination, have a clause in which the timber uncut and timber cut and left on the area remains the property of the farmer or, alternatively, that timber cut and not removed, that is, abandoned on the area, becomes the property of the farmer as part of the liquidated damages.

There should be a provision in the contract that scaling is to be carried out as required by the "Forest Act" and that the purchaser of the timber has to pay for

The Farmer Sells His Timber (continued)

the scaling. In the "Forest Act of British Columbia" all timber west of the Cascade Mountains has to be scaled by an official scaler and all contracts should provide for such a scale. For timber cut east of the Cascade Mountains, the scaling is done by licensed scalers and the contracts should, in such cases, provide for a scale to be made by a licensed scaler. A return of all scales has to be made to the Forest Service so that any Crown charges may be billed. The contract should provide that all Crown charges are paid by the purchaser. The farmer should reserve the right to have all the stumpage and royalty accounts which, incidentally, show the scale, forwarded to himself. By having the scale bills forwarded to himself, he can then control the selling of the timber by delivering the accounts to the purchaser for payment or by having an arrangement that the mill buying the timber withhold and remit to him the stumpage which the purchaser is to pay under the contract. The reason for this suggestion is that the mills require a person selling logs to them to produce the scale bill.

In British Columbia it is a requirement of the "Forest Act" that all timber be marked with a timber mark procured from the Forest Service. The farmer should apply for the mark through the local Forest Ranger and stipulate in the contract that all timber cut under the contract is to be so marked as required by the "Forest Act".



Clarence Cooper
"First Consult a lawyer"

Another requirement of the "Forest Act" is that slash and snags shall be disposed of as required by the "Act". This applies to lands in the Vancouver Forest District. Further, the "Act" provides for assessment of penalties for failure to abate the hazard following logging operations. The farmer should protect himself by requiring the purchaser to comply with such provisions of the "Forest Act" and also that he agrees to pay these charges if they arise. However, as the farmer would want the lands properly cleared up anyway, no matter in what part of the Province, he would be well advised to have a clause in the contract in which the purchaser undertook to dispose of slash to the farmer's satisfaction. In addition to this and also in those cases where the lands are in the Vancouver District, the farmer should require the purchaser to put up a cash bond to cover any failure to carry out slash-and-snag disposal and make the bond also serve as a means of payment for damages in the event the purchaser makes any breaches of the terms of contract.

It might be advisable also to have a clause wherein the rate to be paid is fixed for each tree or parts of trees wasted as well as for wanton destruction of young trees.

The purchaser should have the right to build roads on the area but the farmer should stipulate that such roads are only to be used during the existence of the contract and that the purchaser is not entitled to any compensation in any manner from the farmer in respect of this. It might be further provided that the farmer can use such roads but in a manner not to interfere with the purchaser's use. Likewise the farmer should reserve all other uses of the lands to himself. In other words, the purchaser has only a right to enter to cut and remove the trees mentioned in the contract and has not exclusive use of the land to the exclusion of the farmer.

The farmer should also have a protecting clause in the contract that all labour charges, Workmen's Compensation and statutes dealing with labour rights will be complied with. The farmer's lawyer can best advise him on these matters.

Finally, the contract should have a clause prohibiting assignment except on the prior written consent of the farmer and a proper transfer of bond monies.

In summary, the best advice to a land owner disposing of timber on his property is that the transaction involves steps as follows:

1. Obtain a good estimate of the volume and species to be sold.
2. Apply for a timber mark.
3. Consult your lawyer and have him draw up a contract providing:
 - (a) The purchaser has the right only to cut and remove logs or other forest product.
 - (b) The purchaser has right of entry but not exclusive rights.
 - (c) Specify selling price per unit such as thousands of board feet, hundred cubic feet, or cords.
 - (d) Specify utilization standards and penalties for waste.
 - (e) Set date for contract to begin and terminate.
 - (f) Specify responsibility relative to slash and snags.
 - (g) Clauses relative to charges for Workmen's Compensation or other items dealing with labour rights.
 - (h) Such other conditions as the vendor may wish included.

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(ED: Whew!)

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SUNDAY at SEYMOUR



Park Ranger Ole Johansen & wife Kay. Paul, youngest of the three sons is master of any tow or hill on the mountain.



"Beauties and the beast" -- the latter being the massive hunk of rotary snow plow. Leering at unseen photographer Cliff Fenner, Assist. Park Ranger from L. to R. Harold Christian, road foreman; Andy Heatherington, "Brownie" Brown, Al Code and Johnny Doerr. Missing from photo are Tommy Hunter and Hutch Hutchison. All the boys except Mechanic Johnny Doerr are snow plow and grader operators. George Bufton and Charlie Howard at the personnel building look after the boys stomachs and general well being.



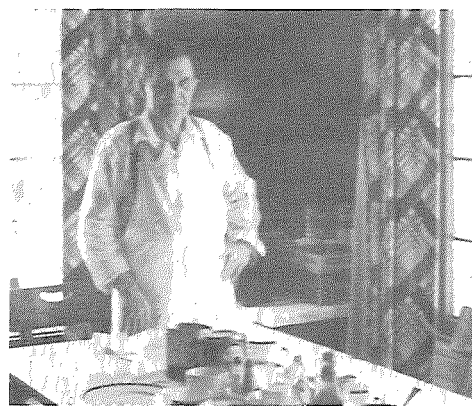
A R.C.A.F. Helicopter sets down to pick up an injured skier.



"Over the hill and far away" stretches a double line of cars. Parking lots holding 500 cars are completely filled. A 1000 cars are handled on an average weekend.



The beautiful mountain in the background is Mt. Seymour.



John Naniak - in his 12 years service has been a key man. His skills as a powderman, blacksmith, saw filer, tree faller, cable and rope splicer are only exceeded by his ability as master chef.



Lloyd Brooks of the Victoria Office photographed the December scene on the P.S. Calendar. Possibly another masterpiece is in the making.



Anything for a picture! Chess Lyons risks life and limb on a high snow cornice.



4.

NEWSLETTER

NELSON DISTRICT

Welcome:

The Welcome Mat is out to 3 newcomers to our Filing Department - Miss Darlene Johnston, Mrs. Olive Rees, and Miss Vera Arishenkoff. We hope you will be happy here and stay with us a while, girls!

Also, we wish to welcome Mrs. Giles, in Billing, Miss Shirley Mathews in Management, Bill Hepper, who arrived from Prince Rupert to take over Parks work in the Nelson District, and Doug Tjader who has been working for the Management Division on cruising and has recently taken over the Junior Draughtsman's job.

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Hatched

To Mr. and Mrs. Ted Knight, a SON, David Edward, born on December 24, 1952.

A "297" received from O.J. Anderson, Invermere, B.C., on February 16, reads as follows: "Attached please find my amended T.D.I. Baby born on December 3rd. Sorry to be so slow". Speaking of being slow, Whitey still hasn't informed us whether it's a boy or a girl, but congratulations anyway, Mr. and Mrs. Anderson.

Ranger and Mrs. Raven, of Kettle Valley, B.C., are still ravin' about their future Forest Ranger (in training right now), born February 10. Congratulations!

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Matched

Congratulations and best wishes are extended to Miss Clara Ronellenfitch on her marriage February 2nd. On behalf of the staff, Mr. Jack Payne presented Clara with an electric tea-kettle.

Lost: One little File Clerk to a Saskatchewan farmer. Overheard our Miss Evelyn Lins state, about 6 weeks ago, that she was through with men forever. Present status: Married! This little girl must have got her files mixed up. Best wishes from the staff in the Nelson Office, Eve.

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To R.C.A.F.

Lost: One big File Clerk to the R.C.A.F., Women's Division. America has the Hydrogen Bomb, Russia claims the Atom Bomb, but only Canada can claim Barbara Perdue. We hope you like your new post, Barbara.

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Sports

The first half of the Government Bowling League was won by the "Poiple Skunks" of the Forest Service, captained by Harry Forse. In the second half of the season they are presently occupying the third spot. Wha' happen???

The Forest Service hockey team, which is currently engaged in the Nelson Commercial League, is presently occupying the cellar position but has hopes of surging ahead come play-off time, which is just around the corner.

The team has been plagued with a few injuries: Fred Sutherland, a dislocated knee; Ray Gill, a couple of missing molars; Lloyd Amundson, a broken nose. All in all it is a nice, friendly league.

Gordie Hall escorted Bill Higgins (some chap from Victoria) to Red Mountain Ski Hill in Rossland. Mr. Higgins stated that Red Mountain is the finest hill in B.C., and makes those so-called "hills" at the Coast look like an average incline on the Hope-Princeton Highway.

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Go South Young Man

Acting Ranger Denis Barstow Crowther embarked on his annual vacation to sunny California. Although Denny is on the verge of retirement, physically, his mental outlook is far from retiring.

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Forest Service Headaches

Following is a letter received from Ranger J.F. Killough of Castlegar -

"We have a problem here in Castlegar for the Personnel Officer (or Beatrice Fairfax).

"A not-too-elderly mother writes to me requesting Suppression Crew application forms for her son. I mail her the form enclosing a note requesting the applicant to call at the office personally in order that I may get acquainted and have an opportunity of sizing up the applicant and going over the form personally.

"The fond mother returns her son's completed application form by mail with a note enclosed stating that due to sickness in her family she has been unable to call around, but that just as soon as she is free again she will be glad to call in and give the Ranger the personal interview that he desires.

"Personnel Officer - Please! Where do we go from here? We feel that we are entirely too inexperienced to handle this sort of situation ourselves, how about a little more experienced Head Office help?"

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HATCHED

HOPKINS - To Ranger and Mrs. H.V. Hopkins, one small Ranger, 1953 model, weight 7½ pounds, on February 26, 1953.

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Welcome Mat

We welcome most happily the following new members of the Vancouver Office staff:

Miss Sandra Fontaine, who previously worked in the mail order office of Woodward's and is now clerk-typist for Accounts.

Miss Ruth Loveday, transferred from Visual Education Department, to the position of stenographer in our Scaling Department.

Lillian McKay, previously a B.C. Telephone Company operator, is now a key-punch operator with us.

Cec. J. McGee, a graduate of the University of Toronto, joined Surveys in June 1952 and joins our staff as Forester-in-Training in the Management Office.

Wilfrid Mountford, comes to us from the Draughting Office at B.C. Electric, to re-establish strength in our Draughting Office.

To one and all of you, a most hearty welcome. May you enjoy many a happy working and social hour amongst us.

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M.O.

We are very pleased to report that Lou Symington, a stalwart of the Billing and Tabulation Office, as well as Frank Williams' bowling team, will return to work Monday, March 9, after severe illness.

Don Power's was a most welcome face around the office early this month. Don, of Headquarters Cruising Staff, continues to recuperate most satisfactorily, so much so that he rejoins us to aid Management in its attempt to cope with the ever-increasing complexities of timber management.

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Matched

Jack Fetherstonhaugh, quite recently retired from the Scaling Office, has done it. A quiet ceremony at 3 o'clock Saturday afternoon, February 14, united Zoe Edgar, daughter of Mr. and Mrs. H.S. Edgar, 2125 Argyle Avenue and Jack Fetherstonhaugh of Burnaby. - Yessir, Jack, it took you quite a while to pick the one you wanted but now you've done it and we all enthusiastically wish you and Mrs. Fetherstonhaugh a long and happy married life in your home at Haney where, we understand, you plan to reside after your honeymoon in California.

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Strikes And Blows

Bowling chatter around the Vancouver Office has become quite a part of the office talk, and now that we are into the month of March and the end of the regular bowling season once more draws towards a close, interest of players and non-players mounts. As somewhat of a prelude to a later report from us on the wind-up of our bowling league-cup winners, runners-up, closing ceremonies, et cetera, - we submit the following photo showing a part of our bowling group. Some of those in the picture are: Bob Fisher, Lloyd Webster (standing, ready for action), Bill Crockett, Frank Williams (where e're goes bowling, there goes Williams), and George Birkenhead, before his retirement last month, the backbone of the "Pine" team (Frank Williams' efforts included).



Birkenhead P.S.

By the way, speaking of George Birkenhead again, we failed to include in our citation to him last month the following facts of interest to many, we feel sure:

Vancouver District (continued)

Birkenhead P.S. (cont'd)

George was born in Penarth, South Wales, and educated at Glamorganshire County School and Cardiff Technical College, and articled to a firm of architects. He arrived in Canada in the Spring of 1912 and for the first 18 months was employed with a firm of architects in New Westminster, as architectural draughtsman. Following, he worked on survey parties culminating with the job of assistant draughtsman on location with the Pacific Great Eastern Railway. George enlisted in 1915 and served with the 3rd Battalion, Canadian Railway Troops, as Orderly-Room Sergeant with C Company, until the close of the war. He joined the Forest Branch as a draughtsman in the Spring of 1920 and, but for a short period in 1925, remained "put" until his retirement. George, who is married and has one son and three grandsons, has many hobbies such as gardening, sketching, and stamp-collecting, to all of which he hopes to give more attention during his retirement.

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NEW PUBLICATIONS

Forest Topics No. 4 - "Cubic Scale in British Columbia" - a paper prepared for the B.C. Truck Loggers Association Annual Convention, January 1953, by Dr. C.D. Orchard, Deputy Minister and Chief Forester.

T.28 - "Fire-Weather Instruments, Their Adjustment And Use", by J.A. Turner. A revised edition of the original publication by I.C. MacQueen.

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February 27, 1953.

The Editor,
Forest Service Newsletter,
Public Relations Division.

Dear Sir:

The February issue of the Forest Service Newsletter has reached my desk, and having noted the prominence given my talk as written for the Annual Meeting of the Chamber of Commerce at Vancouver last November I feel it only right that I should write and express my appreciation of your recognition. However, before going all out on my public relations effort, I find that I am brought back to earth abruptly, and not literally either, by the Masthead picture.

In other issues of the Newsletter I have admired the beautiful scenes that have been reproduced, but here comes my big moment for publicity, and what do I get ----- a manure spreader!

Mr. Editor, first you built up my ego, then you completely deflated me. To say that I find myself with mixed feelings is to put it mildly. Have I a case for libel? With that in mind, I shall consult my legal adviser.

Yours for bigger and better Newsletters, properly fertilized.

Yours truly,

"F.S. McKinnon",
Ass't. Chief Forester
i/c Technical Planning.

P.S. I have been advised by Counsel that I should commence action forthwith, as this is nothing but bare-faced libel.

(ED:- We sincerely regret that Mr. McKinnon appears to have read a certain significance into our use of the Green Timbers' soil spreader (I repeat, "soil spreader") as Masthead for his excellent contribution on forest management. Certainly it was not this Journal's intention to suggest any kind of parallel between the work of management and the work of this particular machine. Also we are rather shocked to note that our Assistant Chief Forester, Technical Planning, is the only person to reach such a conclusion! We don't feel a Court case would do anyone any good).

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THE MASTHEAD STORY

For those readers who have not had the good fortune to see Victoria in March, we are using a photograph of our beloved Parliament Buildings ("The Rock Pile"), as the Masthead on this issue. Nice, eh?

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DANCE GREAT SUCCESS

Once again the Annual Forest Service Dance in Victoria was a great success. Held this year on the evening of Friday, February 27, at the Sirocco Supper Club, a new attendance record was established with over 345 members and guests attending. It provided a pleasant opportunity to renew acquaintances with a goodly number of ex-Service personnel who, year after year, maintain their contacts with the Service through this event which is rapidly becoming an institution.

Congratulations are due Harold McWilliams and his Dance Committee who, as always, produced another fine show.

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