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UNITED STATES DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

GENERAL TIMBER SALE REGULATIONS

1. The word **superintendent** as used in these regulations signifies the Superintendent of the Indian Agency or School within the jurisdiction of which the land covered by any contract is included.

2. The term **officer in charge**, wherever used in these regulations, signifies the forest officer of highest rank assigned to the supervision of timberwork on the reservation within which the sale area is situated or such other officer as may be designated by the Commissioner of Indian Affairs to supervise a sale.

3. **Log scalers** will be appointed by the Commissioner of Indian Affairs and receive their instructions from the officer in charge.

4. **No timber** other than that sold may be cut by the purchaser on the sale area without a separate contract of sale therefor, and timber on allotments within a general sale area held under trust or restricted patents cannot be logged without a contract with the owners of the allotment approved by the proper officer.

5. **Other sales** within a sale area may be made of products and kinds of timber not sold under a previous sale, provided such sales will not, in the judgment of the officer having authority to make such sale, interfere with the operations of the previous purchaser. **Rights-of-way** may be granted through portions of the sale area during the contract period, provided they do not interfere with the operations of the previous purchaser.

6. **Title** to the forest products covered by any contract will not pass to the purchaser until such products are paid for.

7. **Cash deposits in advance** of cutting will be required. If at any time the stumpage value of the timber cut and unpaid for shall exceed the total amount then on deposit with the Indian Service, an additional deposit shall be required. At the close of each month a statement of all timber cut during the month will be rendered to the purchaser as a demand for payment of the full stumpage value of the timber covered by such statement. As soon as payment is made of the amount covered by such statement, the full amount previously deposited will become available as an advance deposit on timber cut subsequent to the period covered by such statement. At any time that the stumpage value of the timber cut shall exceed the amount of advance deposit cutting operations shall be suspended.

8. **The general advance deposits** required by a contract which includes both allotted and unallotted land will be credited so far as necessary on allotments cut during the period covered. The fact that **special advance payments** have been made on allotments which are about to be cut will not operate to reduce the size of the required **general advance deposit**, but rather will postpone the necessity of making demand for it until the advance payments on the particular allotments being cut have also been exhausted. The deposit made with the bid for the timber will be applied as a general advance deposit.

9. **The areas** to be logged in any season may be designated by the officer in charge when in his judgment this is necessary to prevent deterioration from fire, worms, or other cause or



to insure the logging of the sale unit in such manner as to fully protect the interests of the United States and the Indians. When logging is begun on an allotment or natural logging unit, it will not be discontinued and started elsewhere without the written consent of the officer in charge.

10. **Selective logging**, or the logging of areas in such manner as to preserve a part of the merchantable timber, promote the growth of young trees, or preserve the forest cover, will be practiced on all lands chiefly suitable for the production of timber crops. Live trees of diameters below those named in the contract may be designated for cutting, and larger trees may be reserved from cutting in the discretion of the officer in charge. If live trees which are not designated for cutting are cut, or are seriously injured through lack of care, they will be double scaled and so charged and paid for. In the discretion of the officer in charge, a strip not exceeding 300 feet in width on each side of streams, roads, and trails, and in the vicinity of camping places and recreation grounds may be reserved, in which little or no cutting will be allowed.

11. **All dead trees** standing or fallen which contain one merchantable log or more will be logged for their merchantable contents, and wherever selective logging is required by the contract the purchaser will fell all other dry trees before the slash is burned.

12. **Firewood and improvements** will be made as far as possible from unmerchantable material, and material so used will not be charged to the purchaser. The use of such material from allotments may be restricted in the discretion of the officer in charge. Wood and improvements taken from merchantable material will be scaled or measured, charged, and paid for at its maximum value.

13. **Young growth** will be protected as far as possible in every branch of the logging operations, and its use in the construction of improvements may be restricted by the officer in charge.

14. **Stumps** will be cut low so as to avoid waste, and the mean height of any stump will not exceed one-half its diameter, except where because of defect or deformity this height is considered impracticable by the officer in charge, provided that the minimum height required will be 12 inches.

15. **Waste** in high stumps, butts, tops, breaks, skids, and partially sound logs and all trees designated for logging which are not logged and all trees which are left felled or lodged or badly damaged by the logging operations will be scaled for their merchantable contents and charged against the purchaser. All cutting shall be done with a saw when possible.

16. **Carelessness** on the part of fellers or other employees of the purchaser that results in unnecessary breaking of trees will be penalized by scaling such trees full as if they had not been broken.

17. **The log lengths and products** taken from each tree will be such as to completely utilize the merchantable material in the tree and to yield the maximum stumpage value. Trees improperly cut into lengths or products of a lesser value shall be scaled, counted, or measured as if cut so as to yield the maximum value.

18. **The Scribner Decimal C** log rule will be used in scaling logs. The rule will be read to the nearest inch on the average top diameter inside bark. Logs exceeding the maximum length allowed by a contract will be scaled as two or more logs, with proper allowance for the increase in diameter at the points of division.

19. **The overlength** allowed on logs for trimming will not exceed 1 inch to each 4 feet of length. Logs which overrun this allowance will be scaled as if cut 2 feet longer. Logs longer than the maximum scaling length named in the contract will be scaled as if bucked into two or more shorter logs and with the top diameters they would actually have if so cut.

20. **Proper deductions** will be made for rot, shake, hollow, and other defects which make a log partially unmerchantable, including sweep exceeding 1 inch in each 4 feet of log length, but deductions will not be made for any defect or damage due to the act or neglect of the purchaser or his employees.

21. **A check scaler** employed by the purchaser may at hours convenient to the scaler and with the consent of the officer in charge compare his scale of logs with that of the scaler. A copy of the regular scale reports will be furnished to the purchaser through the officer in charge.

22. **For convenience in scaling** the logs or other products will be bunched as the scaler may direct on the land where cut or at the landing or point of shipment and will not be moved therefrom until he has scaled, numbered, and stamped them. Logs that are moved contrary to the scaler's instructions will be double scaled. Where a separate record of the scale of timber from an allotment or other area is necessary, the logs cut from such area will be marked by the purchaser with a distinctive brand as prescribed by the officer in charge.

23. **A merchantable log** is any log that will manufacture one-third or more of its total contents into sound lumber 8 feet and longer, except as special provision is made in a particular contract. More defective logs and logs smaller than the merchantable size set in the contract will be culled if left in the woods, but any such logs that are taken for manufacture or sale will be scaled for their actual sound contents of lumber of any length. Any logs taken by the purchaser which are smaller than the minimum scaling length or diameter given on the log-scale rule will be scaled for their merchantable contents.

24. **Railroad ties** taken by the purchaser under a contract in which tie prices and specifications are not fixed will be scaled or counted as follows:

Eight-foot ties made from logs 9 to 12 inches top diameter will be counted as 30 to the thousand feet board measure and 6½-foot ties as 38 to the thousand. Ties made from logs over 12 inches top diameter and long ties will be scaled. Ties made from logs less than 9 inches top diameter will be counted 60 ties 8 feet long and 75 ties 6½ feet long to the thousand feet.

25. **The slash** resulting from the logging operations, including all branches up to 4 inches in thickness lopped from tops and logs, will at the time of skidding be piled compactly and away from reserved trees on the whole area to be selectively logged and on a strip at least 10 rods wide around all other logging areas in units not larger than quarter sections, unless some other method of slash disposal is provided in the contract.

26. **Burning** of the slash by the purchaser will be done at such times and in such manner as may be required by the officer in charge, who may at that time assume direct charge of the crew of the purchaser engaged at the work of burning. Slashing will not be burned during any period of fire danger. Whenever fire runs through a slashing, except in compliance with the instructions of the officer in charge, the purchaser may be required to lop or to pile and reburn the slash.

27. **Unsatisfactory disposal** of the slash will be cause for the officer in charge to suspend all operations of the purchaser until the unsatisfactory condition is corrected.

28. **Forest fires** on the sale area or adjacent lands during the contract period will be prevented or suppressed by the purchaser, his employees, and subcontractors whenever possible. When called upon by an authorized forest officer, they will work under his directions to suppress fires. If the purchaser or his employees or subcontractors were not directly or indirectly responsible by act or neglect for the origin or the spread of the fire, reimbursement will be made, except that such reimbursement shall not exceed one-half the cost of suppression within the sale area or within one-half mile of the same.

29. **Donkey logging** may be permitted in the discretion of the Commissioner of Indian Affairs. The ground around the donkey engine will at each setting be cleared of dry trees for a distance of 10 rods and of all other combustible material for a distance of 50 feet in all directions during the season from May 1 to September 30 and any other season of fire danger.

30. **All steam engines** not burning oil for fuel during the period from May 1 to October 15 and all other seasons of fire danger will be equipped with spark arresters acceptable to the officer in charge, and, excepting locomotives, will have a steam force pump with not less than 1-inch discharge, 100 feet of serviceable 1-inch hose, 6 12-quart pails, 6 shovels, and a constant supply of not less than the equivalent of 12 barrels of water. This equipment will be suitable for fire-fighting purposes and kept in serviceable condition and used when necessary for fighting fires.

31. **A watchman** employed by the purchaser and kept on duty during the noon hour at each engine in actual use and not burning oil, and during the night if fires are kept up, may be required by the officer in charge during the period from May 1 to October 15 and any other period of fire danger.

32. **Rigging** will not be slung on trees reserved from cutting without the use of bushing, and only in a manner satisfactory to the officer in charge.

33. **Clearing the right-of-way** of the logging railroad and its spurs and the careful burning of all combustible material for a distance of 50 feet on each side of the track is required of the purchaser unless the officer in charge shall, in writing, prescribe a lesser width. And the purchaser shall for such periods as may be required by the said forest officer in charge patrol all railroad tracks after the passage of each locomotive.

34. **The vicinity of logging camps** and stables will be kept in a clean and sanitary condition, and rubbish will be removed and properly burned or buried during the occupancy and upon the removal of the camps and stables.

35. **Streams** will not be obstructed by felled trees or otherwise except by the improvements hereinbefore provided for, nor will they be polluted by sawdust, manure, or any other refuse from a camp or mill.

36. **Damage to land or other property** of the Indians or the Government resulting from rights-of-way, dams, and other improvements or operations of the purchaser will be appraised by the officer in charge, and if not offset by the value of the permanent improvements made by the purchaser will be charged against the purchaser.

37. **Existing telephone lines, fences, roads, trails,** and other improvements will be protected as far as possible in the logging operations, and whenever they are broken or obstructed the purchaser will promptly repair the damage. If he fails to make the repairs promptly, the officer in charge may make the repairs and purchasers may be charged with double the expense thereof.

38. **Telephone lines** constructed by the purchaser within the Indian reservation will be open to the free use of all Indian Service officers for official business, and the purchaser may for their construction and repair cut and use free of charge all necessary poles which are not otherwise merchantable and subject to regulation by the officer in charge.

39. **Improvements necessary to execute his contracts,** such as camps, sawmills, railroads, roads, telephone lines, chutes, bridges, sluices, and dams, may be constructed and maintained by the purchaser on and across the contracted area and other tribal lands, subject to regulation by the Commissioner of Indian Affairs.

40. **Free transportation** of Indian Service employees engaged in official business will be allowed over all such railroads, and such employees may, at their own risk, operate hand cars or speeders over the track in such manner as not to interfere with the use of the railroad by the purchaser.

41. **Improvements already on the area** or on other lands of the reservation and which are necessary for logging purposes may be used by the purchaser, subject to regulation by the Commissioner of Indian Affairs.

42. **The time limit** for the removal of the improvements and other property of the purchaser is 1 year after the expiration of the contract. After that time the title to improvements, including camps, will attach to the land, and no personal property of the purchaser will thereafter be removed except with the written consent of the officer in charge: *Provided*, That improvements necessary for the logging of other Indian timber may be left for such time and on such terms as may be prescribed by the Commissioner of Indian Affairs.

43. **Extension of time** for the performance of any contract may be granted the purchaser by the officer approving the contract, in his discretion and subject to such conditions as he may impose.

44. **If extension of time** to cut and remove the timber is not granted by the officer approving a contract, the purchaser can cut no timber after the expiration of the contract, but he may remove the timber, previously cut and paid for, within 1 year of the expiration of the contract. If not removed within the time allowed, the title will revert to the vendor notwithstanding the purchaser may have paid for the timber.

45. **Assignment** of any contract in whole or in part by the purchaser will not relieve him of his contract obligations unless the assignment is approved by the officer approving the contract nor until the bond is satisfactorily renewed.

46. **Refunds of overpayments** will be made to the purchaser by the approving officer provided all terms of the contract have been fulfilled, and the approving officer may also, in his discretion, **reduce the amount of timber** that is required by the contract to be paid for and removed in any one year.

47. **Indian labor** will be employed by the purchaser at the same wages as other labor and in preference to other labor not already in his employ whenever the Indian labor seeks employment and is competent.

48. **All regulations** relative to the maintenance of order on Indian reservations and the introduction of **intoxicating liquors** will be complied with by the purchaser.

49. **In compliance with law and Executive order**, no Member of Congress or any Delegate thereto shall have any interest, direct or indirect; in the contract of which these regulations are a part (sec. 3741, R. S., and secs. 114-116, act of Mar. 4, 1909, 33 Stat. L., 1109), and no person undergoing a sentence of imprisonment at hard labor shall be employed in carrying out any contract (Executive order, May 18, 1905). The cutting or removal of timber from Indian lands in breach of the terms of any contract and without other lawful authority, or the leaving of fires unextinguished, will render the offenders liable to the penalties prescribed by section 6 of the act of June 25, 1910 (36 Stat. L., 857). Section corners, quarter section corners, or meander posts on any Government line of survey shall not be destroyed, defaced, changed, or removed to any other place, nor shall any witness trees or any tree blazed to mark the line of a Government survey be cut down in the carrying out the provisions of this agreement. (See sec. 57, act of Mar. 4, 1909, 35 Stat. L., 1099.)

50. **The expenses** of examining, advertising, marking, scaling, and protecting the timber and of general supervision of the sale will be paid out of a timber expense fund, for which purpose not over 10 percent of the gross proceeds of the sale will be set aside.

51. **All the records** of the purchaser and his subcontractors pertaining to the logging operation and the manufacture and sale of the products thereof will be open to inspection at any reasonable time by the officer in charge or other officer designated by the Commissioner of Indian Affairs, and the information so obtained will be regarded as confidential. The purchaser will

furnish the officer in charge, at such times as he may request, the amount of lumber sold and the average grade prices received f. o. b. the mill during certain periods; also the amount of box lumber sold, with average price per M; the amount of ties and timber sold, with average price per M; and the amount of byproducts sold and the total receipts for same.

52. **Suspension of the purchaser's operations** may be made by the officer in charge if any requirements of the contract and of these regulations are disregarded and until there is satisfactory compliance. Persistent failure to comply with any one of the requirements of the contract or regulations after written notice addressed to the purchaser by the superintendent or the officer in charge will be ground for revocation by the officer approving the contract of all rights of the purchaser under this and other contracts and the forfeiture of his bond and of all moneys paid, and the purchaser will be liable for all damage resulting from his breach of contract.

53. **Complaints** by the purchaser arising from any action taken by the forest officer in charge under the terms of any contract will not be considered unless made in writing to the Commissioner of Indian Affairs within 30 days of the alleged unsatisfactory action.

54. **The decision** of the officer approving any contract will be final in the interpretation of the contract and of the regulations, and the terms of the contract or regulations cannot be varied in any detail without the written approval of the officer approving the sale.

55. **Whenever any bond** furnished to guarantee obligations under a sale shall be unsatisfactory to the officer approving the sale he may require a new bond which shall be satisfactory to him.

56. **Failure of the purchaser** to complete his contract or to log promptly an area damaged by fire, wind, insects, or other causes, or the commission by him of any act for which the officer approving his contract shall declare the contract forfeited, will render the purchaser and his bondsmen liable for the depreciation in the value of the remaining timber on an estimate of value and quantity to be made under the direction of the officer approving this contract.

The above General Timber Sale Regulations are hereby prescribed for use in all contracts for the sale of timber from Indian lands except as special provision shall be made by the Commissioner of Indian Affairs or the Secretary of the Interior in particular sales.

CATO SELLS, *Commissioner.*

Approved, April 10, 1920.

S. G. HOPKINS, *Assistant Secretary.*