

S-M

June 21, 1908.

Big Blackfoot Milling Co.
May 24, 1907.

Timber Sale.
Lewis & Clark (S).

Mr. Kenneth Ross,
Manager, Big Blackfoot Milling Co.,
Bonner, Montana.

Dear Sir:

I am very glad to inform you that since I last wrote you the methods and results of scaling the timber cut in your sale on the Lewis & Clarke (S) National Forest have been carefully investigated by Forest Inspector Redington. Mr. Redington has sent me a detailed report on the results of his investigation. It shows clearly that the difference of approximately a million feet between the scale turned in by your employees and that sent you by Supervisor Bunker can all be accounted for, and that the scaling by the Forest Service officers has been absolutely in accordance with the terms of the contract. If I explain to you the reasons for the difference as Mr. Redington found them I think you will agree with me that your Company is being treated fairly. Under the contract the scaling is done in accordance with the following clauses:

Amma
Clause 10. All timber shall be scaled using the
Scribner rule, Decimal C, except 8-foot hewn railroad ties.

W.B.G.
W.B.G.
W.B.G.

L.A.D.

Clause 11. The maximum scaling length of all logs shall be 16 feet. Greater lengths shall be scaled as two or more logs. On logs 24 inches or less in diameter two inches additional length, and on logs over 24 inches in diameter, 3 inches additional length shall be allowed for trimming. Logs overrunning these specified lengths shall be scaled as if two feet longer.

Clause 15. All merchantable timber used for construction in connection with the logging shall be scaled, and paid for at the stumpage rate fixed in the contract.

Mr. Redington tells me that your scalers have not followed these conditions of the contract in scaling, but have scaled in the manner customary in the region.

Under Clause 10 of the contract, your scalers neglected to scale all the logs cut. I understand from Inspector Redington that Scaler Harrison was absent from duty for two days during active logging, and it is conservatively estimated that no less than 500 logs reached the lake without being seen by a scaler for your Company. These logs averaged seven to the thousand board feet making a total of 71,000 board feet.

Clause 11. "The maximum scaling length of all logs shall be 16 feet. Greater lengths shall be scaled as two or more logs". This method of scaling in use by the Forest Service gives larger returns than your system of scaling all lengths as one piece without due allowance for taper. A Forest officer in scaling an 18 to 20-foot medium sized log as two pieces instead of one, would

of one, would gain ten to twenty feet over your method. It is stated by the inspector that one log in every forty exceeds 16 feet in length, and therefore in a cut of 106,600 logs 2,665 would be longer than 16 feet, and giving to each of these a minimum allowance of 10 board feet, the Forest Service would gain 26,650 feet over your scale.

In further reference to Clause 11 of the contract:

A great many logs exceed beyond a reasonable figure, the length allowed for trimming. From 450 logs of various diameters taken at random, Lumberman Norton reports that 50 per cent widely overran the trimming allowance. The smallest penalty on such logs increased the scale per piece by ten board feet. Therefore, in the total seasons cut 53,300 pieces were given the slightly higher scale of ten feet and this would amount to 533,000 feet B.M.

No scale has been taken by your Company for the material used in compliance with Clause 15. This amounts to 20,000 board feet for the logging roads and bridges. In addition to this, it is conservatively estimated that a cord of wood was used each day in the cook-house, the bunk-house, and the blacksmith shop, which in six months would total 180 cords, or approximately 100,000 feet of timber.

A total of the amounts stated above shows wherein the the Service scale is greater than that of your Company by 750,650 feet. Furthermore, it must be considered that only minimum figures for allowance and penalties have been con-

sidered. In addition to this two Forest officers report that a large number of logs at the beginning of the operations were not scaled by your employees.

It may thus be seen that a discrepancy of 750,650 feet is arrived at conservatively, and it is probable that the logs which were overlooked at the outset by your scalers would considerably increase these figures. The Inspector admits that a few comparatively worthless logs have been scaled by Lumberman Norton and his assistants, but it is his intention, as was explained to Mr. Fox by Mr. Redington while upon the ground, that a final inspection shall be made of the entire sale area and a sufficient deduction made from the total annual scale to offset any logs of this character that may have been included. It is further stated in the report upon this sale that some timber is being wasted in the butt cuts of the larch (tamarack). The Forest officers have been instructed to scale all sound butted pieces which are merchantable, under the terms of the contract, and unless such material is removed at the expiration of the contract your Company will be liable for double its stumpage price.

Although this class of material is heavy and does not drive readily when green, if the butt logs without shake were cut and peeled and left on the skids for a year or more they ought to drive easily when put through with other logs. It is suggested that you try this plan with the first year's cut; the value of such material in this sale will then be fully considered. In a few cases large trees have been felled by your sawyers who, under

the assumption that they were unsound, did not saw into them, which made it necessary for the Forest officers to determine whether or not they were sound. It will be expected in the future that all trees felled shall be tested with saws to see whether or not they contain merchantable lumber. If you have not already done so, it is suggested that you have copies of the contract made and give one to each of your representatives on the ground so that further misunderstanding may not occur.

The entire area cut over will be carefully inspected at the end of the present season and a deduction made from your total scale for the year to cover any scaled logs found to be unmerchantable. Aside from this, it is regretted that further consideration can not be given to your complaints, unless definite figures, showing the number of pieces and amount of timber wrongfully scaled are submitted.

Very truly yours,



Associate Forester.

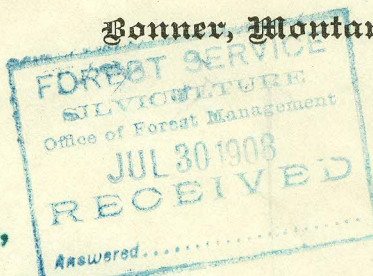
D. G. H.

Big Blackfoot Milling Company

108/

Lumber Department

Bonner, Montana, July 25, 1908



Mr Overton W. Price,

Associate Forester,

Washington, D. C.

Dear Sir:-

We acknowledge receipt of your favor of June 1st and same would have had our attention long before this date but for the fact that we experienced a long siege of high water and this has been followed by labor troubles.

Copy

We have, however, carefully noted all you say in connection with the investigation of the log scale covering log scaling operations at Seely Lake and we are very much surprised in deed at the position you take in this matter and we certainly cannot agree with you in your assuming that we have been treated fairly in the scale turned in by your representative. If we eliminate the question of number of logs, we still find that there is considerable difference in the average scale per log that are covered by these operations, and we are thoroughly satisfied that our scalers were as liberal in the scale as could be asked for by anyone. The whole trouble in this matter is that your scalers have included logs in their reports that are absolutely worthless and do not contain any merchantable lumber. The facts are here to show for themselves by the logs that are now in our pond and if you, or any

representative would spend a little time in our saw mill to watch the results of sawing some of these logs that are covered by the scale stamp, you would readily see that our point is well taken.

We made all sorts of efforts during the winter and early spring to have some representative of the Forest Service investigate these logs while they were still in the ^{ll}row ways at Seely Lake, but we did not succeed in this and the investigation was not made until after the landings were broken. A great many of these logs can, however, be inspected right here at Bonner during the next month or two and we certainly feel that we are entitled to this consideration.

You state that the entire area covered will be carefully inspected at the end of the present season and deduction made from your total scale for the year, to cover any scaled logs found to be unmerchantable. We hardly understand how you could arrive at any fair figure in this way at the present time as a great many of the unmerchantable logs were brought to the Bonner Mill and therefore, cannot now be scaled at the woods.

The report of the forest officers that a large number of logs at the beginning of the operations were not included in our scale, is not correct, as Mr. Harrison counted these logs and averaged them according to the scale immediately following.

We regret very much that such a large difference should show up in this scale, but as we have made every effort to secure an official with power to act, to make an inspection at the proper time, we must insist again that we certainly have not been fairly treated in this matter, and it is not our purpose to drop the matter of these differences until we feel that the parties responsible for the Government end of this deal have a proper investigation made to get a fair adjustment of these differences.

We would be pleased to hear from you in this matter at your earliest convenience so that we will know whether or not we may expect to have a further and early investigation made.

Yours truly,

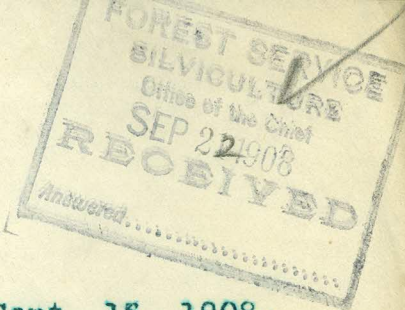
BIG BLACKFOOT MILLING CO.

Kenneth Rose

.....
Manager.

SA
STV
Big Blackfoot Milling Company**Lumber Department****Bonner, Montana,****Sept. 16, 1908.****Mr. E. E. Carter,****Acting Forester,****Washington, D. C.****Dear Sir:--**

We acknowledge receipt of your favor of the 9th inst. and note that Assistant Forester William T. Cox will be in Missoula in the near future and will give our complaint regarding the scale on logs cut under contract with the Government his attention. We thank you for this advice, and beg to remain,

yours truly,**Big Blackfoot Milling Co.***Wm T Cox*
Manager.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Missoula Forest

FOREST SERVICE

SEP 22 1908

Referred to
MANAGEMENT.

Missoula, Mont., Sept. 17, 1908.

Big Blackfoot Milling Co. Timber Sale
May 24, 07 Missoula Forest

The Forester,
Forest Service,
Washington, D. C.



Dear Sir:

Your letter of September 4 and copy of Mr. Ross's letter dated August 27 and addressed to Mr. Price were carefully read. I have made three visits to the Bonner Mill of the Big Blackfoot Milling Co. since taking charge of this forest, and fully understand the grounds of the complaint in this case. This entire matter has been in the hands of Inspector Sherman for some time, and since he is waiting for some affidavits from the Milling Company before recommending any further action on the part of the Government, I have not considered it my business to say much about the Company's side of this contract until Mr. Sherman has all the evidence at hand.

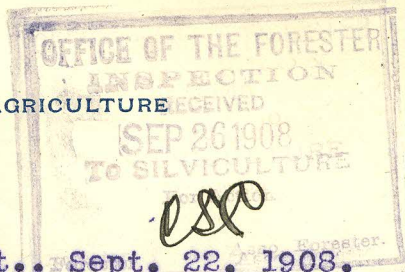
I shall be very glad to have Mr. Cox see the result of last year's work, but regret to inform you that it is now too late to make a complete check scale on last year's logs.

Very truly yours,

David G. Kenney
Forest Supervisor.

28/9/22

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE



Missoula, Mont., Sept. 22, 1908.

The Forester,
Washington, D. C.



Dear Sir:

In answer to your letter S of Sept. 12:

Recently Supervisor Kinney, Lumberman Norton, and myself went to Bonner upon the invitation of Mr. Ross and saw some of the defective timber from Seely Lake run through the mill. Upon the personal request of Supervisor Kinney, Expert Lumberman Bruce also went to Bonner and saw the situation. Mr. Kinney and I are both convinced that it will be necessary to make the Big Blackfoot some concession on the scale of defective material and I understand that Mr. Bruce holds the same opinion. I would be glad to go over the entire matter along with Mr. Cox when he is here if it is possible for me to do so.

Very truly yours,

E. A. Sherman

Chief Inspector

Big Blackfoot Milling Company

Lumber Department

Bonner, Montana,

sept. 16, 1908.



Mr. William T. Cox,

Assistant Forester,

Washington, D. C.

Dear Sir:--

We are advised by Mr. E. E. Carter, Acting Forester, that you will be in Missoula in October and will see us concerning a check scale on the logs cut by us under contract with the Government last year. We wish to advise that we have been sawing on last year's logs since the first of April and, of course, each month makes the quantity of logs in evidence at Bonner just that much less. At the present time there are quite a lot of these logs here and if you can conveniently arrange to do so it would be a whole lot better if you could come here at the earliest opportunity. Of course, we could go to the expense of sorting out some of the cull logs for your inspection but we think it would be much better if you could come here while we still have a fair quantity of the logs in general on hand.

We trust that you can come here at an early date, and beg to remain,

Yours truly,

Big Blackfoot Milling Co.

A handwritten signature in purple ink that reads "Kenneth Ross". Below the signature, the word "Manager." is printed in a small, black, sans-serif font.

Manager.

Missoula, Mont., September 22, 1908.

The Forester,

Washington, D.C.

Dear Sir:

In answer to your letter S of September 12:

Recently Supervisor Kinney, Lumberman Norton, and myself went to Bonner upon the invitation of Mr. Ross and saw some of the defective timber from Seely Lake run through the mill. Upon the personal request of Supervisor Kinney, Expert Lumberman Bruce also went to Bonner and saw the situation. Mr. Kinney and I are both convinced that it will be necessary to make the Big Blackfoot some concession on the scale of defective material and I understand that Mr. Bruce holds the same opinion. I would be glad to go over the entire matter along with Mr. Cox when he is here, if it is possible for me to do so.

Very truly yours,

(Signed) E. A. Sherman,

Chief Inspector.

S

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
WASHINGTON

BRANCH OF SILVICULTURE

September 28, 1908.

Mr. W. T. Cox,
c/o Supervisor Haines,
Kalispell, Mont.

Dear Cox:

I enclose a copy of a letter just received from Chief Inspector Sherman. It looks as though you have a nice tangle to unravel with the Big Blackfoot Milling Company. I know that you plan to see Sherman, who will doubtless give you much more full information than is contained in this letter.

Very sincerely yours,

E. C. Carter
Assistant Forester.

Enclosure.

U. S. DEPARTMENT OF AGRICULTURE,
FOREST SERVICE.

SUBVOUCHER No.

Will send the following official message subject to the instructions on back hereof and the agreement with the Postmaster-General.

76W.
Receiver's No. Time Filed Check G. R. Amount Paid: \$0.

Place Kalispell, Mont.,

Date Oct. 14, 1908.

Kinney, Missoula, Mont.

I greatly regret inability to see you and visit Blackfoot Sale. I am sure, however, that you, Bruce, and Sherman can arrive at satisfactory solution of scale difficulty. Confirmed.

Cox

U. S. DEPARTMENT OF AGRICULTURE,
FOREST SERVICE.

SUBVOUCHER No.

Will send the following official message subject to the instructions on back hereof and the agreement with the Postmaster-General.

76W.
Receiver's No. Time Filed Check G. R. Amount Paid: \$0.

Place Kalispell, Mont.,

Date Oct. 14, 1908.

Kenneth Ross, Bonner, Mont.

Very sorry I can not see you and visit Sale. Mr. Bruce started this morning for Missoula and Bonner and I feel sure that you, Bruce, Sherman, and Kinney can satisfactorily adjust difficulty in scale. Confirmed.

Cox

February 8, 1909.

ST
Missoula Sales
Big Blackfoot Milling Co.
May 24, 1907.

The Forester,
Washington, D. C.

Dear Sir:

I should be very glad to be informed what steps, if any, have been taken toward settling the scale controversy in the above designated case. Lumberman Bruce, in his report of November 30, recommends that further investigation be made to determine the exact amount of timber overcharged to the Big Blackfoot Company. If it is believed that any further investigation of this case is necessary, I am exceedingly anxious that it should be done at once, since in my opinion, continued delay can only aggravate what has already become an awkward situation, and makes an administration of the sale appear dilatory and inefficient.

I respectfully suggest that any further investigation of the scale on the ground that is deemed necessary be made immediately, and that the Big Blackfoot Company be informed at once of the basis of settlement which is determined. If it is not possible for Mr. Bruce to com-

The Forester.

plete the investigation and settlement of this matter in the near future, I respectfully request that the District Office be authorized to handle the matter here on the ground. I believe that a speedy settlement can be reached without employing exceptional or unusual methods.

Whatever is done in the case, I respectfully urge that the controversy be settled one way or the other immediately, and I shall be glad to be informed of that it is your purpose to do in the matter.

Very truly yours,

W. B. Greeley.

District Forester.

POSTAL TELEGRAPH



COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

REGISTERED TRADE-MARK. DESIGN PATENT NO. 36369.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

6 BY DE R 33 Govt.

Washington DC. 23

Greeley, Missoula, Mont.



Received at

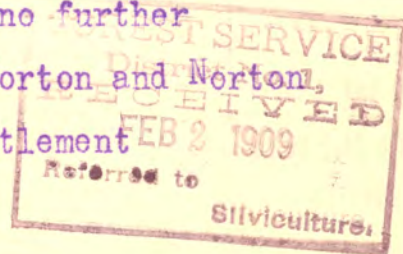
MISSOULA, MONT.

Higgins Bldg. Phone 92

(WHERE ANY REPLY SHOULD BE SENT.)

16
70

Your letter eighth Blackfoot settlement received no further
examination necessary other than examination by Norton and Norton,
recommended Bruce report page twelve go ahead settlement
as indicated your letter.



534P.M.

Price.

March 5, 1909.

ST
Missoula Sales
Big Blackfoot Milling Co.
May 24, 1907.

Mr. D. G. Kinney,
Missoula, Montana.

Dear Mr. Kinney:

The District Office has been authorized by wire, from the Forester, to take the necessary steps to secure a settlement of the present scaling difficulty in the above designated case.

The evidence in this case seems to be conclusive that the claims of the Big Blackfoot Company that one million feet of cull timber were charged up against them will not hold water, and all the estimates of the inspectors and employees of the Service who have investigated this case place the actual amount of cull timber which was scaled up as in the neighborhood of 250,000 feet board measure.

I feel that the Forest Service should take the most liberal attitude possible in this case, however, since the difficulty came about through the inexperience of its scalers, and the purchasers have been put to considerable trouble and expense. I believe that 300,000 feet board measure would be an ample allowance for the cull timber

awb

D. G. K.

In the case of the timber cut on the Seely claim and charged to them, a deduction should be made in accordance with the recommendations in your letter of November 21, 1908. This amount, together with the 300,000 feet above, should be appropriately deducted from the scale reports.

With regard to the question of tamarack butts, the policy of the Forest Service should also be liberal, since the question of their merchantability is one which we are not at present in a position to decide. The Company should be allowed to leave all shaky butts in the woods. Butts which are sound, but which cannot be driven, should be treated in the same way, but the Company should be made to utilize such portions of the trees as can be driven, and encouraged to remove butts after seasoning unless this is proved impracticable.

I feel strongly that you should handle this case directly with the purchasers, rather than have it handled through the District Office. Please therefore take the matter up with them promptly, and state to them the basis of settlement made by the Forest Service.

I should be very glad to hear when this case has been finally settled.

Very sincerely yours,

E. A. Silcox

Acting District Forester.

Missoula Forest

Missoula, Montana, March 8, 1909.

Mr. John R. Toole,
Pres. Big Blackfoot Milling Co.,
Bonner, Montana.

Dear Sir:

I am glad to inform you that the Forest Service has decided to settle with your company the differences which have existed for some time in the timber sale at Seely Lake, dated 5/24/07.

For the excessive scale placed on logs cut during the first year of the contract, you are given credit for 300,000 feet, board measure.

For the trespass by the Forest Service through the sale of timber to you from the claim known as the Seely claim, you are given credit for 163,900 feet board measure, less 10% allowance for larch butts and defective timber, 147,510 feet, board measure.

You will, therefore, be credited with payment for a total of 447,510 feet, board measure, in this timber sale.

Very truly yours,

D. G. K.

Forest Supervisor.

Copy.

Big Blackfoot Milling Company
Lumber Department

Bonner, Montana, March 9, 1909.

Mr. David G. Kinney,
Forest Supervisor,
Missoula, Mont.

Dear Sir:--

We wish to acknowledge receipt of your favor of the 8th inst. addressed to Mr. John R. Toole, President of this Company.

We are gratified to know that the Forestry Department, after investigating the log scale at Seely Lake, had concluded that we had some cause for complaint and have allowed us credit for 300,000 feet and while we feel that the credit should be more and that 300,000 ft. covers only part of our claim we will accept same as full settlement.

We wish to thank you and your associates for the fairness shown to us during the investigation, and beg to remain,

Yours truly,

Big Blackfoot Milling Co.

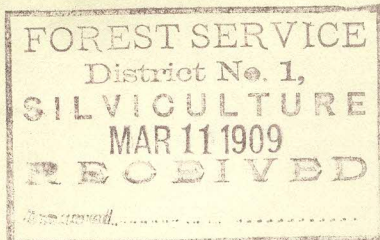
Kenneth Ross,

Manager.

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

Missoula Forest.



01800

Missoula, Montana, March 10, 1909.

ST
Missoula - Sales
Big Blackfoot Milling Co.
5/24/07.

The District Forester,
Forest Service,
Missoula, Montana.



Dear Sir:

In reply to your letter of March 5:

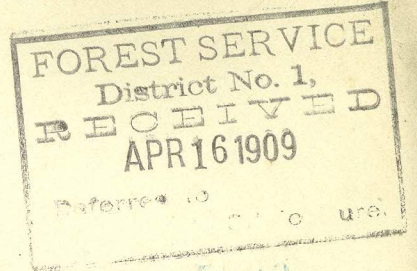
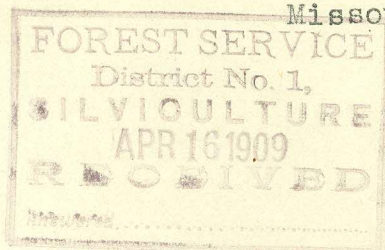
I take pleasure in forwarding to you the final
correspondence in the sealing controversy and trespass claim
in this timber sale.

Very truly yours,

David G. Kenney
Forest Supervisor.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Missoula Forest.



Missoula, Montana, April 15, 1909.

The District Forester,
Forest Service,
Missoula, Montana.

Dear Sir:

The Big Blackfoot Milling Company has paid \$100,000 through certificate of deposit No. 551 on account of timber sale dated 5/24/07, on the Missoula Forest. The report of timber cut for the month ending April 3, 1909, is attached. This report indicates that the company has cut timber to the value of \$101,014.44. I have promised the company that allowance would be made for timber worth \$1,342.53 by requesting them to make a remittance of \$11,157.47 instead of \$12,500.00 with the next letter of transmittal. This sum of \$1,342.53 represents the value of 447,510 board feet, refund for trespass and excessive scaling. Therefore, the company will not have cut timber without paying in advance until the value of their cut exceeds \$101,342.53. Since no more cutting will be done until next September, it seems only fair to the company to make no request for further payment until the time for cutting arrives.

Very truly yours,

David G. Kunney
Forest Supervisor.

April 16, 1909.

ST

Missoula Sales
Big Blackfoot Milling Co.
May 24, 1907.

Mr. D. G. Kinney,
Missoula, Montana.

Dear Mr. Kinney:

Your letter of April 15, enclosing cutting report in the above case, is received. I entirely agree with your recommendation that the Company should not be called upon for any additional deposit until cutting is resumed in the fall.

As a matter of convenience of record, however, I think it would be better to make the deduction of 447,510 board feet on the scale report, with a statement showing for what purpose it was deducted. The scale report would then show a total value cut of less than \$100,000.00, and our records would be correct.

Since this deduction must appear somewhere, I believe that this is the best way of handling it, and I am returning the cutting report to you, in order that you may make the correction, and have the records of your office coincide with those of the District office.

Very sincerely yours,

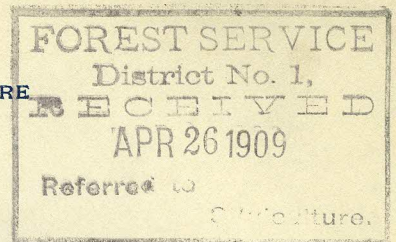
A. W. Cooper

Chief of Silviculture.

E. H.

Enclosure.

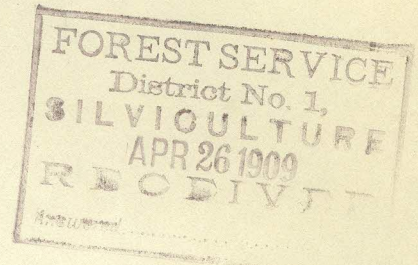
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Missoula Forest



Missoula, Montana, April 23, 1909.

Big Blackfoot Milling Co.- Timber Sale
5/24/07 - Missoula.

The District Forester,
Forest Service,
Missoula, Montana.



Dear Sir:

In making a check of the scale on the Big Blackfoot Milling Company Timber Sale of May 24, 1907, for the operations included in monthly scale reports dated October 3, 1908, to April 3, 1909, inclusive, the weekly scale cards did not agree with Forms 820 for months ending October 3, October 31, and November 28. Lumberman Norton was requested to explain the discrepancy and it appears from his return letter that errors were made during the rush of work in making out reports on Forms 820 from the weekly scale cards, for months ending October 3, October 31, and November 28. All the other Forms 820 are correct including the last one sent to you for month ending April 3. The corrected reports are enclosed.

Very truly yours,

David G. Kinney
Forest Supervisor.

Big Blackfoot Milling Company

Lumber Department

Bonner, Montana, August 20, 1909.

Mr. W. B. Greeley,
C/o U. S. Forest Service,
Missoula, Montana.

Dear Sir:

I would be pleased if you could arrange to come to Bonner at some time in the near future, as I think it would be of interest to you to look over the logs which we are sawing here now that were cut from the Reserve at Seeley Lake. If possible for you to have Mr. Pinchot come here with you when he visits Missoula I think this matter would also be of interest to him.

Please let me know if you will come, and if so, when, so that I will be sure to be here when you call.

Yours truly,

Kenneth Ross
mgr

After October 10, 1909.

Book N, Scaler Kinney, - - - - - .03 Over

Book M, Scaler Murphy, - - - - - .021 Over

Book I, Scaler Findall, - - - - - .028 Over

Book L, Scaler Gregg, - - - - - .073 Over

Book K, Scaler Taylor, - - - - - .07

Book J, Scaler _____, - - - - - .035 Over

Total, - - - - - .038 Over.

October 21, 1909.

ST
Missoula -- Sales
B. B. M. Co.

MEMORANDUM FOR SILVICULTURE.

Mr. Ross feels very keenly that the Service has been severe in its treatment of the Big Blackfoot Milling Co. by having retained Norton on the sale area after it was clearly shown that his scaling was too close and that he could not get along with the representative of the Company. The scaling, he says, has shown no improvement and they are still required to take material which is clearly unmerchantable. A check scale, he says, has been made and has clearly shown that the Company's scale considerably under runs that of the Forest Service. He pointed out, while on the A. C. M. sale, the class of logs which he was required to take at Seely Lake. Specific examples were six inch spiral twisted lodgepole pine logs which would not saw out any merchantable timber and logs which had a rotten core. If this is the class of logs which the B. B. M. Co. are being required to take as

merchantable, it is only fair that a readjustment of the scale should be made and made at as early a date as possible. Ross is very fair and from his whole attitude on the A. C. M. conference, I am inclined to believe that his kick as to the scaling on the B. B. M. sale is on a pretty sound basis. Gregory was with us when the points in question were discussed and I think that he would be the best man to send up on the area. He will be in Missoula tomorrow morning ready to take up the work. Please write a letter to Mr. Ross telling him who will be assigned to this work and at what time he will leave for Seely Lake.

J. A. Seely

Acting District Forester.

ST
Missoula Sales
Big Blackfoot Milling Co.
May 24, 1907.

Missoula, Montana,
November 20, 1909.

The District Forester,
Missoula, Montana.

Sir:

Pursuant to verbal instructions received from the Chief of Silviculture, A. W. Cooper, October 24, 1909, as follows:- That I go to Seeley Lake camps and make check scale on material which is skidded on the B. B. M. Company's sale, I herewith submit the report of my work.

Leaving Missoula on the morning of October 25, I went to Bonder, Montana, spending 2 1/2 days at the mill and yards of the above Company.

I then proceeded to the Seeley Lake camps. At the request of Supervisor D. G. Kinney, who was on the ground, I made check scale on logs skidded previous to October 10, 1909; also on material cut and skidded after October 10, 1909.

There was, in round numbers, about 6,000,000 feet B. M. skidded up to October 10, 1909. I scaled representative skidways in the above 6,000,000 feet B. M., 2,300 pieces, or 300,000 feet B. M., being about 5 per cent of the total. The check scale shows that the Service scalers are .0941 over my scale. This over scale is largely due to

the fact that insufficient deductions were made for defective and worthless material. There has been considerable material placed in the skidways that is worthless and should have been rung out or culled by the Service scalers.

My observation on the ground convinces me that the Company are largely to blame for much of the defective material on skids, and that not enough care is or has been given to the culling out and trimming of partially defective material. It will be noted here that owing to the large amount of defective tamarack and fir in this sale area, it is very difficult to save all merchantable material without getting more or less defective material on skidways.

As the result of my findings, I would recommend that the Service refund at least 5 per cent on 6,000,000 feet B. M., and that the culls be removed from skidways at the expense of the Forest Service, and that the B. B. M. Co. be not forced to haul, drive and mill these cull logs.

I then made a second check scale, and find in check scale on material scaled by Service scalers since October 10, 1909, that with two exceptions the Service scaleers are well within the comparative scale standard. See attached sheet giving Service scale and check scale on 200 pieces scaled by each service scaler.

In the material skidded since October 10, 1909, I find the logs of good quality except where the Company is careless in the cutting and trimming of defective material.

I might add that the work done on the Forest by Lumberman Norton is as good as I have ever seen in any For-

est, with the exception that, in my opinion, as stated above,
he has been a little too zealous that nothing be wasted.

(Signed) C. H. Gregory
Lumberman.

Submitted to the District
Forester through the Super-
visor of the Missoula National
Forest.

Missoula Forest.

Dec. 9, 1909.

Missoula - Sales
Big Blackfoot Milling Co.
5/24/07.

Memorandum.

Scale of Big Blackfoot Milling Company for this year's
operations through December 1, 13,769,000 feet.

Scale of Forest Service as reported by cards
and monthly reports through November 27,

13,439,150 feet.

Probable scale for November 29 and 30,
obtained by averaging previous weeks'

daily scale, 581,370 "

Total Forest Service scale up to December 1,
about 14,020,520 "

Lumberman Gregory's check scale on 300,00 feet,
2300 pieces, records 80 pieces culls, this same 80 culls being
scaled by the Government scalers for 5,410 feet. Since
Lumberman Gregory's 80 culls valued at 5,410 feet by the Ser-
vice scalers, may be considered 5% of the total number of
culls, the total number would be scaled as 108,200,- value
\$324.60.

Service scale through Dec. 4 - 14,552,300.

Memo. for Mr. C.

been very low, probably not to exceed 3 to 5 per cent, if this class of timber had all been thrown out.

I, therefore, fail to see why there should be so great a deduction as 9 per cent necessary, and would suggest that you write to the Timber Sales Department of District 1, which might be able to more fully explain the apparent, very large discrepancy. It is possible that this 9 per cent was only to apply to a small portion of the area or to a small proportion of the total volume of scale.

E S Bruce

Expert Lumberman.

December 24, 1909.

Memorandum for Mr. Carter--Silviculture:

I notice in your extract from the efficiency report for November, relative to timber sales, District 1:

"Lumberman Gregory has completed a check scale of the Big Blackfoot Milling Company's sale at Seeley Lake. The check shows that on the work done early in the season, through overzealousness on the part of the Scalers with respect to defective logs, the scale against the Company is too high by about 9 per cent. It will therefore be necessary to deduct from the total scale an amount sufficient to cover the discrepancy."

This statement, that the scale against the Company is too high by about 9 per cent, I can hardly understand. I went pretty thoroughly over this sale in October, and paid particular attention to the scaling end of the work although I did not make any check scale, but from my observation I would not have said that there was anything like 9 per cent of defective timber being scaled. That would approximately mean one million feet of defective timber scaled in the amount of timber on the skidways at the time I was there. I am sure there was nothing like that. There was a considerable number of small "checked" lodgepole pine logs that should not have been scaled at all, but, although logs of this type were plentiful, they were so small and would have aggregated such a small amount in scale that, when compared with the total volume of the timber on skids, the percentage would have

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
WASHINGTON

January 5, 1910.

S
Sales, Missoula,
Big Blackfoot Milling Co.

District Forester,
Missoula, Mont.

Dear Greeley:

I am enclosing a memorandum from Expert Lumberman Bruce which is self-explanatory. Personally, I also have a great curiosity to know whether the scale was as much as 9 per cent off for the ~~total~~^{total} amount cut in this sale or whether the 9 per cent applied only to a certain class of timber or that out from a small area. I have never yet seen a body of timber in the Northwest in which 9 per cent of the logs were at all defective, to say nothing of having a 9 per cent overscale. If the figures apply to the general run of the sale, is it not possible that Lumberman Gregory check scaled a bunch of logs selected as examples of defect and applied the figures to the whole run of the logs secured from the sale? The large amount of timber involved makes this matter serious.

An early reply will be greatly appreciated.

Very sincerely yours,


Assistant Forester.

Enclosure.

January 14, 1910.

MEMORANDUM FOR SILVICULTURE.

At the request of the Big Blackfoot Milling Company to send an expert lumberman to make a check scale on the sale at Seely Lake, Lumberman Gregory was assigned to this work October 25. In a conference with Mr. Kenneth Ross, manager for the company, it was agreed that both sides would accept Mr. Gregory's check scale as a basis for settling the outstanding complaints that there had been an over scale on the part of the Forest Service. It was inferred at the time of the conference with Mr. Ross that the complaint of the company would apply to this year's scale and the recommendations in Lumberman Gregory's report are based upon this year's cut.

Before this check scale was made it was felt particularly important that a thorough study be made of the mill-run of these logs at the mill at Bonner. In accordance with this, Lumberman Gregory spent two and one-half days with the company's sawyers in order to check his judgment as to what the defect in the different logs would run when actually sawed out. With this check in mind he made the check scale on 6,000,000 feet at Seely Lake. His report showed an over run on the part of the Service scalers of .0941. It was felt in talking this matter over with Lumberman Gregory that his over run was a little high and after a thorough consideration on his part he felt that the Forest Service should make a reduction of at least 5% on this year's

Memo. for Silviculture

cut of the 6,000,000 feet skidded up to October 10, 1909. In accordance with this line-up it was proposed to have a conference with Mr. Ross and to place before him the proposition of settling the over run by a 5% reduction on the 6,000,000 feet, or a deduction on this year's scale of 300,000 feet B. M. When Mr. Ross visited the office on December 9, he stated that he did not consider the reduction of 300,000 feet made on the cut of 1907 a full settlement to the company. He stated that he had put into effect since that time a thorough system of check scaling and had employed outside scalers of well known ability to check the scale of both the company and the Forest Service. The following figures are the result of the company's check scale:

Service Scale)		14,459,780
) 1907		
Company's ")		13,303,660
		Difference	<u>1,156,120</u>
Service Scale)		19,258,040
) 1908		
Company's Scale)		18,773,410
		Difference	<u>484,630</u>
Service Scale)		14,020,520
) 1909		
Company's ")		13,769,000
		Difference	<u>251,520</u>

	1,156,120
	484,630
	<u>251,520</u>
Total difference up	
to Dec. 1, 1909	1,892,270
Deduction allowed	
for cut of 1907	<u>300,000</u>
Still leaves a	
difference of	1,692,270

$$50,000,000 \times 2,1/2 = 1,250,000 \text{ ft. B.M.}$$

$$\begin{array}{r} 1,250,000 \\ 300,000 \\ \hline 950,000 \text{ ft. B. M.} \end{array}$$

Memo. for Silviculture.

These figures show a total difference up to December 1 the scale of the Service and that of the company of 1,892,270 feet B. M. ~~A~~educting 300,000 feet the amount given to the company as settlement for the over run in 1907 there is still a difference of 1,592,270 feet. I called Mr. Ross's attention to the fact that there were many reasons for the large difference between the scale of the Service and that of the company in 1907. The over run on log lengths, laxity of the company's scalers, carelessness of their cutters and the difference in the point of view between that of the company and the Service on merchantable and unmerchantable material were some of the factors which gave rise to the wide difference. He felt that the contention of the Forest Service on these points was to a large extent correct but even these reasons would not account for the difference of 1,156,120 feet. After discussion of the figures in conference with Chief of Silviculture A. W. Cooper, Supervisor D. G. Kinney, Lumberman Gregory and Mr. Ross, it was decided that a 2,1/2 per cent reduction on the 50,000,000 feet would be a satisfactory basis of settlement. Since the company had already secured a reduction of 300,000 feet this left an additional reduction of 950,000 feet still to be made. This was satisfactory to the company and was considered in view of Lumberman Gregory's check scale and the check scale on the part of the company to be satisfactory to the Service.

Since October 10, 1909 the date when Mr. Gerard took
charge of the sale there has been practically no difference in the scale of the Service and that of the company. In order to

Memo. for Silviculture.

be sure that Mr. Gerard was not being too liberal in his classification of merchantable and unmerchantable material, Lumberman Gregory was closely questioned on this point. A later examination on the part of Mr. Mason, Assistant Chief of Silviculture, confirmed Mr. Gregory's original report in regard to Gerard's management of the sale. In view of the small difference between the company and Forest Service scale at the present time the company has withdrawn its corps of scalers and is accepting the scale of the Forest Service without question.

In accordance with the agreement arrived at in the conference with Mr. Ross, Supervisor Kinney was instructed to settle the case on a basis of a reduction of 950,000 feet on the total scale up to date.

A handwritten signature in dark ink, appearing to read "J. A. Dix". The signature is written in a cursive style with a large, prominent initial "J".

Assistant District Forester.

ST
Missoula Sales
Big Blackfoot Milling Co.
May 24, 1907.

January 28, 1910.

The Forester,

Washington, D. C.

Dear Sir:

Your letter of January 5, enclosing the memorandum from Lumberman Bruce is received.

I am enclosing herewith a copy of Lumberman Gregory's report, a memorandum from Assistant District Forester Mason, who visited the sale area shortly after Gregory's check scale, and a memorandum from Associate Forester Silcox, who handled the settlement with the Company in this office on December 11. The enclosures will, I think, explain the case to your full satisfaction. While the final settlement of this matter was made by Mr. Silcox, I definitely agreed with Mr. Ross in October that the complaints of his company would be finally settled on the basis of Gregory's check scale.

The statement in the efficiency report referred to by Mr. Bruce was included in the report for the week ending November 20, before the matter had been thoroughly discussed in this office, and while it gives the impression that the settlement with the Company would be on the basis of deducting 9 per cent. from their scale, such a settlement was never actually the intention of this office.

The Forester.

I feel that this Company has suffered serious loss through the over-zealousness of Lumberman Norton, formerly in charge of the scale. It is not simply that the scale on defective and cull logs has been too high, but the Company has been put to considerable loss through the necessity of logging unmerchantable logs and butts and through Norton's impracticable and unreasonable methods of handling the sale in the woods. In view of these facts and of the check scale made by Gregory, showing on a conservative basis an over scale of 5% on the cut of 1909 up to the time when Norton left the sale, I believe that Mr. Silcox's action in reducing the scale on the entire cut to date, approximately 50 million feet, $2\frac{1}{2}\%$ was just and necessary to square the Service with this Company. This action has been definitely accepted by the Big Blackfoot Company as settling finally their outstanding complaints against the Forest Service.

Very truly yours,

W. B. Greeley.

District Forester.

Enclosures

H. B. R.