



FORESTRY COMMISSION
EAST (SCOTLAND) CONSERVANCY
6 Queen's Gate, ABERDEEN, AB9 2NQ
Telephone: 33361

Please address any reply to
THE CONSERVATOR

and quote: JC/EA

Your reference: 72/73/50

17 July 1972

Mr C Smith
Ordbrae
HUNTLY
Aberdeenshire

Dear Mr Smith

HUNTLY FOREST
CONTRACT NO 72/73/50

I enclose one fully-signed copy of the contract
documents for retention by you.

Yours faithfully

for Conservator

FORESTRY COMMISSION

SHORT TERM CONTRACT NO 72/73/50

FOREST: HUNTLY

CONTRACT FOR SALE OF STANDING TREES

- I The Forestry Commission acting by the Conservator of Forests for East (Scotland) Conservancy, 6 Queen's Gate, Aberdeen (hereinafter referred to as "the Seller") hereby AGREES TO SELL and Charles Smith of Ordbrae, Huntly, Aberdeenshire (hereinafter called "the Purchaser") hereby AGREES TO BUY those trees described below which have been pointed out by the Seller to the Purchaser and are standing on the areas shown by black hatching on the accompanying map at the price and on the terms and conditions stated below and subject to the Standard Conditions of Sale attached hereto so far as the same are not inconsistent with following terms and conditions.
- II COUNTY: Aberdeenshire LOCATION: Compartments 124, 125
127-9
- III DESCRIPTION OF TREES:
- | Species | Number of Trees |
|----------------|-----------------|
| European Larch | 2 170 |
- IV THE PURCHASE PRICE shall be Nine Hundred and Twenty-five Pounds Seventy-four Pence Sterling (£925.74) to be paid by four instalments as follows -
- First instalment £232.74 within seven days of the date of this Contract and before the Purchaser starts the felling of any trees.
- Three further instalments each of £231.00 not later than the following dates ~~31 July, 31 August, 30 September 1972.~~
3 10/72, 31 12/72, 30 1/73
- No trees shall be removed or cut up by the Purchaser until they have become the property of the Purchaser.
- The property in the trees shall pass to the Purchaser when the trees have been paid for and felled.
- Each instalment shall be deemed to be payment for only one quarter of the number of trees in this contract.
- If at any time the Purchaser has removed or cut up all the trees which he has paid for, he may if he wishes pay the next instalment before the due date and shall then be entitled to remove or cut up the relevant number of trees.

V TIME IS OF THE ESSENCE of this contract. The prescribed time referred to in standard condition numbered 23 shall be

For completion of all work 31 October 1972 ⁷³

VI THE SUM TO BE INSURED in accordance with standard condition numbered 19 is £2 000.

VII DISPOSAL OF BRUSHWOOD, LOP AND TOP. Before leaving the Seller's land the Purchaser shall leave the brushwood and lop and top referred to in standard condition numbered 4 clear of all existing buildings, walls, gates, fences, hedges, drains, water-courses, roads, rides and tracks, to the satisfaction of the Seller.

Dated 11 July 1972

Signed by R. G. CHURIE
on behalf of the Forestry Commission

Adopted as holograph
R. G. Churie
Conservator

Adopted as holograph
adopted as holograph
Signed by R. G. Churie
on behalf of the Purchaser

SALE OF STANDING TREES - SCOTLAND

SCHEDULE

of the condition of Buildings, Walls, Gates, Fences, Hedges, Drains, Water-Courses, Roads, Rides and Tracks at the beginning of this contract.

The access roads shown on the attached map are in good condition.

Date 16 July 1972

Signed by A. G. CHURCH
on behalf of the Forestry Commission

Adopted as holograph
Adopted as holograph
A. G. Church
Conservator

Adopted as holograph
Adopted as holograph
Signed by X E. G. Smith X
on behalf of the Purchaser

STANDARD CONDITIONS OF SALE OF STANDING TREES

- Description of trees 1. The description of the trees in the Sale Contract is believed to be accurate but the Purchaser is deemed to have satisfied himself that the number and classification of the trees is correct in all respects.
- Rights of Access 2. Rights of access using vehicles within the weight limits shown for the purpose of carrying out this contract over the roads shown by broken heavy lines on the map attached hereto shall be given by the Seller to the Purchaser and his workmen and others acting on his behalf immediately the purchase price, or where this is payable by instalments the first instalment thereof, has been paid. No warranty is given that any other road is suitable for use by vehicles.
- Order of felling 3. The Seller after consultation with the Purchaser shall decide the order in which compartments are to be worked. The order of felling and removal within the compartments shall be mutually agreed before felling is to begin.
- Method of working 4. (a) All trees felled under this Contract shall be severed close to the ground and the Purchaser shall carry out the work of felling and extraction in an orderly and workmanlike manner and as work proceeds shall keep the produce, brushwood and lop and top resulting from his operations clear of all existing buildings, walls, gates, fences, hedges, drains, watercourses, roads, rides and tracks. He shall take all reasonable precautions against damage to the remaining trees on the area or in any neighbouring woods or plantations or to buildings, walls, gates, fences, hedges, drains, watercourses, roads, rides and tracks and shall be liable for any avoidable damage thereto due to the act or default of the Purchaser, his agents, sub-contractors or assigns or the employees of any of them and shall make good any such damage.
- Use of access roads (b) In using any of the authorised access routes the Purchaser shall do so at his own risk. He shall take every reasonable precaution to prevent any avoidable damage to these access routes (eg by not using them after exceptionally heavy rains or during and after a thaw, until they are suitable for use without causing avoidable damage), and shall, on request, stop the use of any machine or method of working which in the opinion of the Seller is causing, or likely to cause, damage to standing trees not included in the contract or to any other property and he shall be liable for any wilful or unnecessary damage due to acts or the default of the Purchaser, his agents, sub-contractors or assigns or the employees of any of them and shall make the same good within one week of its occurrence. The Purchaser must ensure that roads are kept unobstructed at all times and that drains are not blocked as a result of his operations.
- Seller may make good damage (c) In the event of the Purchaser failing to make good the damage or to keep the produce, brushwood and lop and top resulting from his operations clear of all existing buildings, walls, gates, fences, hedges, drains, watercourses, roads, rides and tracks, the Seller retains the right, two weeks after giving written notice to the Purchaser, or after such shorter time as may be reasonable if the proposed work is urgently needed, to arrange to do the work and in this event the cost shall be a debt due from the Purchaser and shall be recoverable accordingly.
- Safety of equipment 5. All of the Purchaser's machinery must be appropriately guarded and will be maintained and operated so that it is safe at all times.

- Peeling of pine trees 6. During the pine shoot beetle breeding season, from May to September inclusive, any pine trees felled under the contract shall be peeled or removed from the Seller's land by the Purchaser within six weeks, failing which the Seller shall have the right to do the work and recover the costs thereof from the Purchaser.
- Treatment of stumps 7. The Purchaser, at his own expense, shall treat with sodium nitrite or other agreed substance all stumps resulting from his felling operations. This treatment shall be carried out within fifteen minutes of felling. The necessary materials shall be supplied free of charge by the Seller.
- Fires 8. (a) The Purchaser shall not light fires or use any steam engine within the forest area without the permission of the Seller and shall take all reasonable and proper precautions under the direction of the Seller to prevent and to deal with the risk of fire in the said area or adjoining ground and the Purchaser shall be responsible for any loss whatsoever through fire attributable to the negligence of himself or his agents, sub-contractors or assigns or the employees of any of them.
- Power Saws (b) The Seller reserves the right to prohibit the use of power saws on his property on a Sunday where their use would, in the Seller's opinion, contribute a nuisance to the general public or to local residents. Such prohibition shall not be regarded as justifying further changes in the terms, conditions or prices in this contract.
- Animals 9. (a) No animals, except those employed to remove trees and produce, shall be taken or allowed on the Seller's lands by the Purchaser or his agents, sub-contractors or assigns or the employees of any of them.
- Horses (b) The Purchaser shall ensure that all horses employed by him, his agents, sub-contractors or assigns or the employees of any of them are humanely treated, given veterinary aid as soon as it is required and are adequately fed, watered and stabled at all times during the term of this contract or of any agreed extension thereof.
- Caravans 10. No caravans shall be brought on to the Seller's land without the written consent of the Seller, which consent shall not be unreasonably withheld.
- Purchase price 11. (a) The purchase price shall be paid in accordance with Clause IV of the Contract.
- Interest (b) If the whole or any part or instalment of the purchase money shall not be paid by the due date the Purchaser shall if requested to do so pay interest on the sum due at one-and-a-half per cent above the ~~Bank Rate~~ *Clearing Banks' Base Rate* current at the due date until actual payment. *C.C.S.*
- Ownership (c) The property in the trees described in the Contract shall pass to the Purchaser when they have been fully paid for and felled, except that where payment is made by instalments property in the trees shall pass to the extent stipulated in Clause IV of the Contract.
- Liability for damage 12. All trees scheduled for felling shall be at the risk of the Purchaser from the time the property in those trees passes.
- Felling of trees not included in the sale 13. The Purchaser shall take all possible precautions to prevent the felling of any tree not included in this sale but should any such tree (being a tree not intended to be sold) be cut down or damaged by the Purchaser, his agents, sub-contractors or assigns or employees of any of them, the Purchaser shall pay to the Seller as agreed liquidated damages treble the value thereof and shall retain the tree.

Condition of
roads, etc.

14. The condition of the buildings, walls, gates, fences, hedges, drains, watercourses, roads, rides and tracks at the beginning of the contract as recorded on the Schedule to this Contract shall be conclusive in all questions arising from the contract unless the Seller subsequently improves any of the said buildings, walls, etc. or builds new ones in which case a record of such improvements or new works shall be made and mutually agreed and thereafter shall form part of this contract.

Stacking
and
building
sites

15. The Seller shall make available to the Purchaser a site or sites mutually agreed for stacking the trees sold and the resulting produce and for the erection of sawmills, buildings or other approved structure and no other land belonging to the Seller may be used for such purposes. No payment for these sites shall be required by the Seller during the currency of this contract or of any agreed extension thereof but the Purchaser shall be responsible for all charges and liabilities arising from their use. Subject to all existing rights and without prejudice thereto the Purchaser may take water free of charge from the area for domestic purposes and for such other purposes connected with the felling, conversion and removal of the trees and produce sold to him as the Seller may agree.

Water

Bark and
sawdust

16. Unless otherwise agreed the Purchaser shall at his own expense either remove from the Seller's land all bark and sawdust resulting from the Purchaser's operations or shall scatter it in the felling area clear of all ditches, drains, watercourses, roads, rides and tracks.

Tenanted
land

17. Should the Purchaser require to make use of any land in the occupation of tenants on the Seller's estate apart from any authorised accesses he shall himself make arrangements with the said tenants before encroaching in any way on the said land and shall indemnify the Seller against all claims in consequence thereof, but the Purchaser shall be entitled to the benefit of any conditions in the tenancy agreement so far as these tenants are concerned and should any difficulty arise over the implementation of such conditions, to have the Seller's assistance as far as possible in dealing with the tenants.

Third
party
claims

18. The Purchaser shall indemnify the Seller from all claims by third parties for damage or injury caused by or in connection with the operations of the Purchaser and due to acts, accidental or deliberate of the Purchaser, his agents, sub-contractors or assigns or the employees of any of them but the Seller shall not settle such claims without the consent of the Purchaser unless compelled to do so by legal process and the Seller shall notify the Purchaser within seven days of receipt of any such written claim(s).

Insurance

19. The Purchaser shall satisfy the Seller that he, the Purchaser, during the whole period of this contract is covered by insurance in respect of his liability for injury to persons or damage by fire or otherwise to the Seller's property for a sum not less than that mentioned in Clause VI of this contract and shall on request produce for inspection by the Seller the policy and premium receipts.

Vehicle
insurance

20. The Purchaser shall satisfy the Seller that he (the Purchaser), his agents, sub-contractors or assigns or the employees of any of them are fully covered by insurance in respect of Third Party risks in relation to any motor vehicle belonging to him, or them, or under his or their control, at all times when being used in connection with the Contract, whether such use be on roads or land owned or occupied by the Seller or any other party. Failing such satisfaction being provided in respect of any such vehicle, the Seller shall have the right to

exclude it from any road or other land in his occupation. If requested in writing by the Seller the Purchaser, his agents, sub-contractors or assigns shall within five days from the receipt of such request produce to the Seller the Policy or Certificate of Insurance showing that the required cover is in force.

Force
Majeure

21. (a) In the event of any Government regulation or departmental order coming into operation or of any Act of God, strike, lockout or other occurrence of a serious nature beyond the control of the Purchaser taking place affecting his ability to perform his obligations under the contract and as a result the felling of the trees and/or removal and sale thereof are delayed or suspended the time limit provided for in standard condition numbered 23 shall be extended for a period equivalent in working hours and conditions to the period of delay or suspension thereby caused.

Fire and
windblow

(b) In the event of serious fire or windblow damage occurring within that part of the forest covered by this contract the Seller or the Purchaser may terminate the contract immediately on giving written notice to the other party, but such termination shall be without prejudice to any rights or obligations of either party which may have arisen during the currency of the contract. The Seller will allow the Purchaser a reasonable period after such termination in which to remove any felled trees lying on the area.

Sums due
on
termination

(c) Any sums due to or from the Purchaser resulting from termination in accordance with sub-condition (b) of this condition shall be mutually agreed or failing agreement shall be settled by arbitration as hereinafter mentioned and shall be paid within one month of agreement or the arbitrator's award.

Extension
of
time

22. (a) If the Purchaser shall require an extension of the time limits laid down in standard condition numbered 23 he may give notice in writing to the Seller to this effect not less than four weeks before expiry of the contract setting out his reasons for such request. The Seller shall have an absolute discretion whether to refuse such request or grant the same on such terms as the Seller shall think fit taking into account any increase in volume of the trees caused by extra growth and any loss due to delayed payment of any purchase money consequent on the grant of any such extension, which in any event shall not exceed six months.

Suspension
of
felling

(b) If for any reason the parties agree that felling shall be temporarily suspended on any area and that the Seller shall make available to the Purchaser as a temporary measure alternative areas for felling, the following provisions shall apply to the payment of the purchase price:-

Where the Purchaser has paid for the trees on the original area the Seller shall calculate the price for the trees remaining unfelled and shall credit this amount to the Purchaser towards the price of trees on the alternative areas. Payment of future instalments of price due on the original areas shall be deferred during the period the felling on the original area is suspended.

Felling and
removal

23. Subject to standard conditions numbered 21 and 22 the Purchaser shall complete the felling and clearance of all areas in accordance with the terms hereof and shall fell the whole of the said trees and remove the resulting produce and the buildings and other erections

belonging to him from the Seller's lands and leave the stacking, sawmill and other sites used by the Purchaser clean and tidy and complete his other obligations to the satisfaction of the Seller within the time prescribed in Clause V in this contract.

Expiry
date of
contract

24. (a) This contract shall expire on the date given in Clause V or any later date agreed between the parties as in standard conditions numbered 21 and 22 without the necessity for either party to serve notice.

Breaches
giving
right to
terminate
forthwith

(b) If the Purchaser fails to pay sums due in accordance with Clause IV of the contract and standard condition numbered 11, or if he commits a breach of standard conditions numbered 7, 8, or 25 the Seller shall have the right to terminate the contract forthwith on giving written intimation to the Purchaser to this effect and any termination shall be without prejudice to the Seller's other rights or remedies under the contract.

Other
breaches

(c) If the Purchaser commits a breach of a serious nature of any of the terms and conditions of the contract or standard conditions other than those referred to in sub condition (b) of this condition, the Seller shall have the right by written notice to require the Purchaser to remedy the matter within three months and if the matter complained of is not so remedied, the Seller shall have the right to terminate the contract and any termination shall be without prejudice to his other rights or remedies under the contract.

Action on
termination

(d) Upon termination of the contract whether by written notice or expiry of time, the Purchaser shall immediately cease the felling of trees and removal of felled timber under the contract but the Seller may at his discretion allow the Purchaser a further period in which to remove any timber felled before such termination. And immediately upon such termination and the expiry of any further period as aforesaid, any felled trees and any produce therefrom being in or upon the Seller's lands and the property in which is vested in the Purchaser shall vest in and become the property of the Seller together with any standing trees which have been paid for but not severed from the ground; and provided that all other claims against the Purchaser arising from the contract have been settled, the Seller shall reimburse to the Purchaser the value of the said standing trees paid for but not severed from the ground and of the said felled trees and produce therefrom and for this purpose the Seller's valuation shall be accepted by the Purchaser as final. And the Purchaser shall within six months of the termination of the contract remove any buildings, erections or equipment which he may have placed on the area and for which an agreement to rent the land has not been made with the Seller. Should the Purchaser fail to remove such buildings, erections or equipment within the time specified, the Seller may retain or remove and dispose of them as he thinks fit and the Purchaser shall on demand reimburse the Seller for all costs incurred in their disposal after receiving credit for any value which the Seller may place upon them.

Rewards

25. The Purchaser shall not offer any reward, perquisite or emolument whatsoever to any person in the employment of the Seller.

Not to
assign

26. The Purchaser shall not assign his rights under this contract except with the consent of the Seller and upon such terms as the Seller may require.

Wages,
hours and
conditions

27. The Purchaser shall pay rates of wages and observe hours and conditions of labour not less favourable than those established for the Home Timber Trade in the district and shall be responsible for the observance of this condition by any contractor he may employ.

Arbitration

28. Except insofar as concerns price, number, volume, tariff details and quality of the trees hereby sold or any question arising under standard condition numbered 24 any dispute which may arise between the Seller and the Purchaser concerning these standard conditions and this contract shall be referred to a sole arbitrator to be appointed by the Seller and the Purchaser jointly or in default of agreement between them by the President or a Vice President for the time being of the Royal Institute of Chartered Surveyors subject to and in accordance with the Arbitration Act 1950 or any statutory re-enactment or modification thereof.

Marginal
notes

29. The marginal notes hereto shall not affect the construction of the contract.

Signed as relative to the sale contract of even date between us.

Dated.....14 July..... 19??.

For and on behalf of the Forestry Commission

Signature

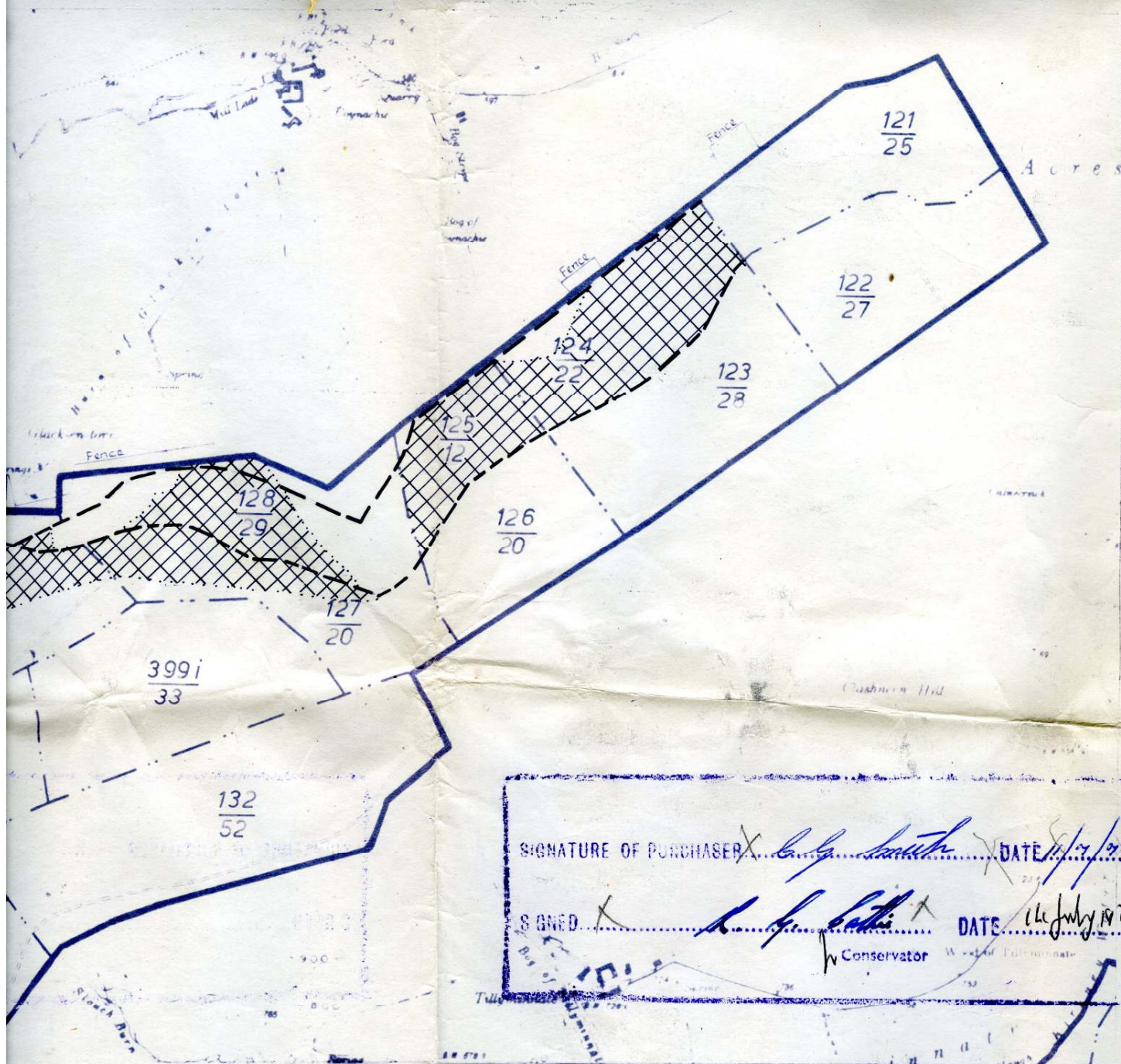
A. P. Lathi
Conservator/Deputy Surveyor

X Signature.....

G. J. Lathi
Purchaser

N.B. Please initial amendment

1/2 paragraph 11(b)



Forest	HUNTLY		
Subject	Contract No. 72/73/50		
Scale	1:10,560	Nat. grid ref.	-
County	Aberdeen	1:63360 map	-
Map no.	NJ 43 SE 53 SW	Ed. of 1:2500	-
Cons. drg. no.		Headquarters	
Reference no.		Reference no.	
Prepared by	J.G.L.	Date	27. 6. 72.
Coloured by		Date	
Checked by		Date	
FORESTRY COMMISSION		Revised by	Date
		Coloured by	Date
		Checked by	Date
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