



FORESTRY COMMISSION
BOOKLET NO. 2

The Dedication of Woodlands

Principles and Procedure

FOURTH EDITION
April 1956

LONDON
HER MAJESTY'S STATIONERY OFFICE

PRICE 2s. 6d. NET



FORESTRY COMMISSION
BOOKLET NO. 2

THE
DEDICATION OF
WOODLANDS

*PRINCIPLES
AND PROCEDURE*

FOURTH EDITION

April 1956

LONDON
HER MAJESTY'S STATIONERY OFFICE
1956

Addresses of the Main Offices of the Forestry Commission

Headquarters

DIRECTOR GENERAL: Sir Arthur Gosling, K.B.E., C.B.

DEPUTY DIRECTOR GENERAL: Sir Henry Beresford-Peirse, Bt.,

Forestry Commission,
25 Savile Row, London, W.1
(Regent 0221)

Directors of Forestry:

ENGLAND

O. J. Sangar, C.B.E., M.C.,
1 Princes Gate, London, S.W.7
(Kensington 9691)

SCOTLAND

A. H. H. Ross, O.B.E.,
25 Drumsheugh Gardens, Edinburgh, 3
(Edinburgh Caledonian 4782)

WALES

G. B. Ryle,
Victoria House, Marine Terrace, Aberystwyth
(Aberystwyth 367)

RESEARCH AND EDUCATION

James Macdonald, C.B.E.,
Forestry Commission, 25 Savile Row, London, W.1
(Regent 0221)

Foreword to the Fourth Edition

By

THE EARL OF RADNOR, K.C.V.O.

Chairman of the Forestry Commission

and

MAJOR SIR RICHARD PROBY, Bt.

Chairman of the United Kingdom Forestry Committee

There has been steady progress in the dedication of privately owned woodlands since the scheme was introduced in 1948; by 30th September 1955 the total area covered by completed Dedication Deeds was 410,000 acres, while deeds were being prepared in respect of another 40,000 acres. Many owners have now had five years' experience of how the scheme works, and have confirmed that in practice it allows them greater freedom of operation than they would have if they had not dedicated their estates. A Plan of Operations—drawn up not by the Forestry Commission but by the owner himself—is found to be helpful in dealing with management problems; and owners have welcomed the assurance which the Plan gives that felling licences will be issued as and when the needs of the woodland estate as a whole dictate. It is also, we are informed, the general experience of owners who have dedicated that, although in its early stages the process entails frequent visits from officers of the Commission, they have, at least, been helpful and encouraging and fully aware both that the responsibility for the management of the woods remains with the owner and that rigidity in interpreting the Plan will defeat the objects of the scheme.

Dedication remains in the view of the Committee and of the Commission the principal step towards the replanting and proper maintenance of privately owned woodlands, and we therefore commend it wholeheartedly and without reservation to all owners who have not so far dedicated.

FORESTRY COMMISSION

January, 1956

Contents

	<i>Page</i>
THE DEDICATION SCHEME	
General	1
The Plan of Operations	3
The New Form of Covenant	4
Procedure	5
APPENDIX I	
Forestry Deed of Covenant: England and Wales, Basis I	6
APPENDIX IA	
Forestry Deed of Covenant: England and Wales, Basis II	14
APPENDIX II	
Forestry Agreement: Scotland, Basis I	22
APPENDIX IIA	
Forestry Agreement: Scotland, Basis II	29
APPENDIX III	
Plan of Operations Forms	36
APPENDIX IV	
Form of Account, Basis I	54
APPENDIX V	
Other Grants Available to Woodland Owners	56
APPENDIX VI	
Addresses of Conservators of Forests	58

THE DEDICATION SCHEME

GENERAL

(1) It is calculated that, when hostilities ceased in 1945, there were three million acres of privately owned woodlands in Great Britain and that of this acreage only half was productive; and it is well known that not all the productive woodlands were being efficiently managed to produce timber of the quality or quantity of which the land was capable. It was to remedy this situation that the Dedication Scheme was introduced. Its origin is explained in the Forestry Commissioners' *Report on Post-War Forest Policy*, Chapter III, and in a Supplementary Report entitled *Post-War Forest Policy, Private Woodlands* which records agreement on principles reached between the Commissioners and representatives of bodies interested in private woodlands¹. The scheme has since then been supplemented by other forms of assistance. They are more fully described in the pamphlet *Grants for Woodland Owners* obtainable from any office of the Forestry Commission, and are summarised in Appendix V of this booklet.

(2) At the instance of the United Kingdom Forestry Committee, representing the woodland owners of Great Britain, certain clauses of the original Deeds and Agreements² were modified in 1949. It has since become apparent that the existing Covenants were open to objection, and new versions have been devised in consultation with the Committee. The main changes are described in paras. 9 to 11 below and the Covenants are set out in full, with explanatory notes, in Appendices I, IA, II, and IIA.

(3) The dedication scheme is in essence very simple, despite the somewhat formidable language in which the Covenants are necessarily expressed. A dedicating owner undertakes that the dedicated lands will never be used other than for the production of timber in accordance with the rules or practice of good forestry and, further, that so long as he owns the woods, he will work to a Plan of Operations approved by the Commissioners, keep the essential records which the Plan requires, and ensure skilled supervision. (This does not necessarily mean that he will have to employ additional paid supervisors). In return, he is financially assisted either (under Basis I) by being paid annually a grant of one quarter of his approved net expenditure so long as the woodlands are not self-supporting or (under Basis II) by being paid a grant for all planting (at present £17 per acre) and a maintenance grant (at present 5s. 6d. per acre) for fifteen years in respect of all plantations which, at the time of dedication, were productive (provided the woodland is not less than 50 per cent stocked it is accepted as productive); similar grants are paid in respect of every acre planted after dedication, the maintenance grant running for the first fifteen years from planting. The choice between Basis I and Basis II is at the owner's discretion;

¹ *Post-War Forest Policy, Report by the Forestry Commissioners* (Cmd. 6447). *Post-War Forest Policy—Private Woodlands. Supplementary Report by The Forestry Commissioners* (Cmd. 6500). These publications can be obtained from H.M. Stationery Office, price 3s. 0d. and 6d. respectively.

² The full title is "Forestry Deed of Covenant" in England and Wales and "Forestry Dedication Agreement" in Scotland, but for convenience the expression "Covenant" is used throughout this booklet except in Appendices I, IA, II, and IIA.

but although he may with the Commissioners' consent change the basis of any dedicated woodlands adjacent to his own which he may acquire, he may not, having once chosen one basis, transfer to the other; nor may he have, on the same estate, one part of his woods under Basis I and another under Basis II. Thinning grants and Scrub Clearance grants are payable, where appropriate, in addition to normal dedication grants; these grants are however taken into the accounts as receipts if the estate is on Basis I (see Appendices I and II).

(4) It is important to say what Dedication does *not* mean:

It does *not* take from the owner or his successors their right to their own woodlands; he retains absolutely his ownership and possession of the dedicated land and the timber on it.

It does *not* substitute control by the Commission for control by the owner.

It is *not* a step towards, but rather away from, State ownership.

(5) There are other positive advantages:

(i) The owner of a dedicated woodland cannot (unless the appropriate Minister has issued a certificate under Section 10 (2) (a) of the Forestry Act 1951, which relates to special emergencies) be refused a licence for any fellings which are in accordance with an approved Plan of Operations, and no conditions may be attached to such licences. Nor may the Commissioners give directions for the felling of trees on a dedicated estate.

(ii) Tree Preservation Orders under the Town and Country Planning Act, 1947, or the Town and Country Planning (Scotland) Act, 1947, cannot be made on trees on any dedicated land.

(iii) Dedicated lands managed in accordance with an approved Plan of Operations cannot be acquired compulsorily for forestry; and owners should refer to the Commissioners (who are parties to the Covenant) any proposal by any other authority to acquire dedicated woodlands for purposes other than forestry. Unless the case for a change of use is overwhelming, they can rely on the Commissioners' full and active support in trying to ensure that the maximum possible area will be retained in forestry.

(iv) The Commissioners are prepared to make loans, normally on the security of the plantations, to owners of dedicated woodlands to meet the cost of planting and other operations. The rates of interest³, which are constant for the period of the loan, depend on the Government borrowing rate at the time when the loan is made; payment of interest is made annually, beginning 12 months after the loan is made. The repayment of capital by annual instalments need not begin until the 16th year.

(6) A number of woodland owners who practise or are anxious to practise good forestry have hitherto been reluctant to enter into dedication Covenants. Their reluctance usually arises from the fear that signature of the Covenants will make them and their successors subject to increasing interference from the State.

³ As at 1st April, 1956, the rates are: 6% for loans up to 5 years, and 5½% for longer term loans.

It is the policy of the Commissioners in administering the Dedication Scheme to take into account to the maximum extent possible the wishes of owners; but even if this were not so there are safeguards in the Covenant against arbitrary dictation. For example, disputes as to the rules or practice of good forestry fall to be referred not to the Commissioners but to a Committee appointed by the appropriate Minister; and the decision of that Committee in all but two types of dispute is binding on the Commissioners. Certain other disputes fall to be referred to a single arbitrator appointed by agreement between the parties or, in default of agreement, by the President of the Royal Institution of Chartered Surveyors or the Chairman of the Institution's Scottish Committee. There is also provision for the release of an owner (whether the original signatory or not) from his obligations in certain circumstances which are set out more fully in the explanatory notes in Appendices I to IIA. The only obligation which can be legally binding on a successor in title of the original signatory of a Covenant—for example after death or sale of the property—is the obligation not to use the dedicated land for any purpose other than the growing of timber in accordance with the rules or practice of good forestry. There is thus no question of a successor to the estate being bound, if he does not wish to be bound, for example, by the details of a Plan of Operations laid down by his predecessor. (See also paras. 9 and 10).

(7) It is sometimes suggested that there is nothing in the Covenant to prevent the Commission from taking over management of dedicated properties as soon as there is some minor and unintended infringement of the detailed stipulations of the Covenant or the Approved Plan. This is a theoretical possibility only. An owner would first be given the opportunity to put right any failure which is capable of remedy; and only if he declined to do so, or if the failure was one not capable of remedy, would the Commissioners consider taking over management for the owner.

THE PLAN OF OPERATIONS

(8) A number of changes, mainly in the interests of clarity and simplicity, have been made in the form of the Plan and the forms which accompany it. The new form is set out, with explanatory notes, in Appendix III. Any owners who are using the existing form of Plan may continue to do so until the end of its current period. The preparation of the Plan is left entirely to the owner, though Commission officers will give advice if required. It should be remarked here that the Commissioners' views on what constitutes an acceptable Plan are not rigid. For example, they recognise that shooting can be combined with forestry; and an owner who while managing his woods primarily for the production of timber at the same time relies on their sporting value for his own pleasure or as a source of income, may legitimately state that fact in the Plan of Operations as one of the ancillary objects of management taken into account in framing the detailed provisions of the Plan. They recognise also that there is often a need and a justification for some flexibility about the year in which mature stands of timber may be felled; an owner who wishes may reserve some stands, suitable for felling in the period covered by the Plan, for felling at a time to be selected by the owner for reasons of general estate management or administration, rather than specify in the Plan precisely when the work will be carried out. It should be clearly understood that dedication does not add to the felling restrictions of the Forestry Act 1951.

THE NEW FORM OF COVENANT

(9) The new forms of Covenant which have been agreed with the United Kingdom Forestry Committee now make it clear that although the Covenant is binding in its entirety on the original owner, that is the person who signs it, once the original owner has parted with all his interest in the land by sale, transfer, or death, the positive clauses—i.e. those requiring adherence to an approved plan of operations, the carrying out of approved works, the employment of skilled staff, etc.—are unenforceable against a person who succeeds to the property or purchases it. The only restriction on any successor is that contained in Clause I (Clause First in the Scottish version) which prohibits the use of the land otherwise than for the growing of timber in accordance with the rules or practice of good forestry. This restriction does not compel a successor in title to take any positive action, but it prevents him from using the land for any other purpose. He will be invited to enter into a new Dedication Covenant, or alternatively to sign an undertaking agreeing, in consideration of the continuation of the payment of the grants, to be bound by all the covenants and conditions contained in the Deed of Covenant entered into by his predecessor in title. In either case he would be in the same position as his predecessor and entitled to receive grants. Whichever alternative is adopted the new owner, in the case of a Basis II dedication, would receive only the balance of the fifteen-year maintenance grants which the original covenanter would have been entitled to receive under the terms of the Covenant entered into by him, the standard form of the appropriate schedule being amended accordingly.

(10) The Commissioners have no intention of pursuing any claim for damages they may have against the estate of any signatory to a Dedication Covenant after his death, or against any such signatory during his lifetime after he has sold all his interest in the dedicated land, in respect of breaches of Covenant committed after his death or the sale as the case may be; and in the event of the death of the signatory or on the Commissioners being satisfied that he has parted with all interest in the land, they will be prepared, if so requested, to give a written assurance to this effect to the personal representatives of the signatory, or to him as the case may be.

(11) The opportunity has been taken of incorporating in the revised Covenants the following changes of substance as well as some drafting amendments:

- (i) Under the old form of Covenant, any disputes about the rules or practice of good forestry would be referred to an Investigating Committee whose recommendations would not be however binding on the Commissioners. Under the revised Covenants these Investigating Committees will be replaced by Reference Committees modelled on those provided for by the Forestry Act, 1951. The Chairman will be appointed by the Minister of Agriculture or the Secretary of State for Scotland, and the members will be selected by the appropriate Minister from a panel appointed by him after consultation with the organisations representing landowners and timber merchants, the forestry societies, and the Regional Advisory Committee for the Conservancy. The decisions of such Committees about the rules or practice of good forestry will be binding on both parties to the Covenant except in relation to (a) whether any work required

has been carried out in a proper and workmanlike manner or (b) the amount of felling to be prescribed in a Plan of Operations. In such cases the Commissioners will make the final decision after having given due consideration to the recommendations of the Reference Committee.

- (ii) The old form of Covenant (Basis II) provided that the grants should be reviewed in the light of the general trend of ascertained costs in 1951, and thereafter at such periods as the Commissioners might decide. The new form provides for review at least once every three years.
- (iii) The Commissioners are given power to determine the Covenant if the owner fails to perform his obligations under the Covenant.

(12) All owners of estates dedicated in the old form will be given the opportunity, if they so wish, to enter into new Covenants in the revised form, the whole of the legal charges being in that case payable by the Commission.

PROCEDURE

(13) Any owner who is considering the dedication of all or any of his woodland estate is recommended, as the first step, to invite the Conservator or one of his officers to discuss with him the area to be dedicated and the general outline of a Plan of Operations. The addresses of the Conservators will be found in Appendix VI.

Appendix I

FORESTRY DEED OF COVENANT

ENGLAND AND WALES, BASIS I

Note. The Deed of Covenant is printed in roman type. The explanatory notes, which are intended for guidance only and have no legal force, are printed *in italics*.

GENERAL

(a) *This Deed is in standard form, and the printed clauses therein may not be amended except where necessary in the case of Water Undertakings and other Statutory Bodies.*

(b) *It should be noted that under the provisions of the Forestry Act 1947, owners of land who may dedicate their woodlands include, among others, the following:—Freeholders, Tenants for Life, Trustees for Sale, Limited Companies, Universities and Colleges, Holders of Glebe Land. Leaseholders are not included.*

(c) *The Commissioners' Solicitor will prepare the engrossments of the agreed draft Deed and attend to registration and stamping, the cost of which will be borne by the Commission. The Owner will be supplied without charge with a duplicate of the Deed (including map).*

(d) *The Commissioners will not, however, be responsible for any expenses incurred by the Owner, mortgagees, etc., such as any fees charged or expenses incurred by solicitors employed by them.*

NOTE: If the lands are mortgaged or charged the mortgagees or chargees should be joined as parties. A special form can be supplied for use in such cases.

THIS DEED dated the day of 19 is made BETWEEN THE FORESTRY COMMISSIONERS acting in exercise of their functions under the Forestry Acts 1919 to 1951 (hereinafter called "the Commissioners") of the one part and of (hereinafter called "the Owner" which expression shall where the context so admits or requires include his successors in title) of the other part

WHEREAS the Owner is..... of the several pieces or parcels of land (hereinafter called "the said lands") more particularly described in the First Schedule hereto and delineated and coloured green on the map annexed hereto and has agreed subject as hereinafter mentioned that the said lands shall be set aside and developed and managed by him for Forestry purposes and with that object in view has also agreed that he will enter into the Covenants and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:—

Covenant against use of Land other than for Forestry.

I. IN pursuance of the said agreement and by virtue of the Forestry Act 1947 and to the intent that this Covenant shall have effect as a forestry dedication Covenant the Owner hereby covenants with the Commissioners that the said lands shall not except with the previous consent in writing of the Commissioners or in case of dispute under the direction of the Minister of Agriculture Fisheries and Food be used otherwise than for the growing of timber (within the meaning of Section 3 of the Forestry Act 1919) in accordance with the rules or practice of good forestry or for purposes connected therewith

This Clause is binding on all successors in title to the original signatory to the Deed of Covenant.

Covenants observable by the Owner.

II. IN further pursuance of the said agreement the Owner hereby covenants with the Commissioners that so long as the said lands or some part thereof shall be vested in him the Owner will in relation to the said lands or such part thereof observe and perform the covenants and conditions contained in the Second Schedule hereto

This Clause is not enforceable against any successor in title to the original signatory, who will however be invited to sign a new Deed of Covenant or to sign an undertaking agreeing to be bound by these covenants in consideration of a continuance of the grants.

Commissioners' Covenant to pay grants.

III. THE Commissioners hereby covenant with the Owner that so long as the said lands are not self-supporting when used and managed for the purposes of timber production and subject to the due performance and observance by the Owner of the covenants herein contained and on his part to be observed and performed they will pay to the Owner in each year within..... months after submission of the yearly Accounts referred to in Covenant 3 in the Second Schedule hereto a sum (hereinafter referred to as "the said Grant") equal to 25 per cent of the total approved net expenditure incurred by the Owner as shown on such Accounts

The term "self supporting" is defined in Clause X. The net expenditure will be ascertained by deducting woodland receipts from gross expenditure. All items which the Commissioners apply in developing woodlands will be brought to account, but receipts or expenditure on sawmills or similar works will be excluded. (See also Form of Account given in Appendix IV).

Powers of the Commissioners on Breach of Covenant.

IV. IT IS HEREBY AGREED AND DECLARED as follows:—

(1) That in the event of any breach or failure by the Owner to observe and perform any of the covenants and conditions on his part herein contained the Commissioners shall (but

without prejudice to any other rights or remedies they may have) be entitled (if they think fit so to do but subject as herein-after mentioned) either

(a) to take over the management and development of the said lands so far as vested in the Owner (and while remaining so vested) for such purposes as aforesaid on such terms and for such period as shall be fair and equitable to both parties regard being had to the then existing circumstances including the amount (if any) of any assistance already given to the Owner in the form of yearly grants as hereinbefore mentioned or

(b) to give notice in writing to the Owner or the other person or persons in whom the said lands are vested for any estate or interest in possession that this deed shall as from a date to be specified in the notice (not being less than three months after the date of the notice) cease to have effect in which case on the date so specified the rights and liabilities of the Owner or of his successors in title and of the Commissioners shall cease and determine without prejudice to the rights accrued to either party up to the time of such cesser and determination

PROVIDED that any such breach or failure shall not be treated as having occurred by virtue of any act or omission capable of remedy unless there has been default in remedying it within a reasonable time after notice given by the Commissioners requiring the remedy thereof

This Clause provides that when an owner fails to carry out his obligations, and in case of breaches capable of remedy fails to put them right on notice being given by the Commission, the Commission have the option of (a) taking over management of the dedicated areas, on terms which, failing agreement, would be referred to an arbitrator under clause VII, or (b) of terminating the deed, so that the owner and his successors have no further obligations and the grants are no longer payable.

The effect of taking over management of the woodlands should not be confused with the compulsory acquisition of the land.

Review of Grants.

(2) When the said lands have become self-supporting as timber producing the said Grant shall cease to be payable

Disputes as to observance of the rules or practice of good forestry.

V. IF any dispute shall arise between the parties hereto relating to or connected with the rules or practice of good forestry the same shall be referred to a Reference Committee which shall be constituted in accordance with the provisions of Section 4 of the Forestry Act, 1951 and (but subject as hereinafter mentioned) the decision of the Reference Committee shall be final and binding on both parties hereto

PROVIDED ALWAYS that if any such dispute as aforesaid has relation to or is concerned with (a) whether any particular work or action required by the rules or practice of good forestry to be carried out on the said lands has in fact been carried out by the Owner in a proper and workmanlike manner or (b) the amount or extent of any felling operations to be prescribed by any approved plan of operations (as hereinafter referred to) then in every such case the decision of the Commissioners (having given due consideration to any recommendations made in the matter by a Reference Committee) shall be final and binding on the parties

The Reference Committees are constituted as follows: The Chairman is appointed by the Minister of Agriculture, and two members are selected by the Minister from panels of persons whom he appoints after consulting the Regional Advisory Committee, the associations representing the interests of woodland owners and of timber merchants, and the forestry societies. No Commissioner or person employed by the Commissioners may be a member. The Commission is obliged to accept the decisions of such a committee unless the dispute is about whether any necessary operation has been carried out in a proper and workmanlike manner or about the amount of felling an owner wishes to prescribe in his plan of operations. In such cases the Commissioners make the final decision, but before doing so they must give due consideration to the recommendations of the Committee.

This clause does not apply to disputes which arise under Clause VI.

*Release of Owner
from Covenants
and Conditions.*

VI. THE Owner shall be entitled to a release from the covenants and conditions herein contained and on his part (or on the part of his successors in title) to be observed and performed in the following events:—

(a) If he gives notice in writing to the Commissioners that he is unable for reasons beyond his control (such reasons being stated in the notice) to continue to manage his woodlands in accordance with the covenants and conditions herein contained and proves to the reasonable satisfaction of the Commissioners that he is unable so to do and the Commissioners do not within twelve calendar months after the giving of such notice decide to take over the management and development of the said lands in accordance with the provisions of Clause IV(1)(a) hereof or

(b) If at any time hereafter the said lands or any part or parts thereof shall be proved to the reasonable satisfaction of the Commissioners to be unsuitable for the continued development and management for forestry purposes as contemplated by this Deed

PROVIDED ALWAYS that (i) if part or parts only of the said lands shall have been proved to be unsuitable as aforesaid then any such release shall extend only to such part or parts of the said lands and (ii) any release agreed to be granted as aforesaid by the Commissioners shall be granted on such terms as are fair and equitable to both parties no account being taken for the purpose of any Grants previously made to the Owner under Clause III hereof

This clause entitles an owner to a release from his obligations where he can prove to the Commissioners' reasonable satisfaction that he is unable to meet them and the Commissioners do not decide (under Clause IV) to take over management. He is also entitled to a release from his obligations, in respect of all or part of the dedicated area, if it is proved to the Commissioners' reasonable satisfaction to be no longer suitable for forestry.

There is no provision for arbitration on whether the owner is no longer able for reasons beyond his control to continue management under the Deed, or on whether the area or part of it is no longer suitable for forestry.

Arbitration.

VII. SUBJECT as hereinafter mentioned if any dispute shall arise between the parties hereto touching this Deed or the construction thereof or any clause or thing herein contained or touching the approved plan of operations hereinafter referred to or any matter in any way connected with or arising out of this Deed or the approved plan of operations or the operation of either of the same or the rights duties or liabilities of either party in connection with the premises or as to the terms referred to in Clause IV(1)(a) which are fair and equitable to both parties then the matter shall be referred to the decision of a single arbitrator who shall be appointed (failing agreement between the parties) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force PROVIDED that nothing in this clause shall apply to any such dispute as is mentioned in Clause V hereof or to any such dispute as aforesaid arising under Clause VI hereof

This clause provides for the appointment of an arbitrator to whom may be referred all disputes other than those which relate to the rules or practice of good forestry (otherwise provided for under Clause V) and those referred to in the explanatory note to Clause VI. In particular the question whether the Commissioners' terms for the release of a dedicated area under Clause VI are fair and equitable may be referred to an arbitrator.

Service of Notices.

VIII. ANY notice given by the Commissioners to the Owner under this Deed or in connection with any matter arising out

of it shall be deemed to be sufficient notice if sent by registered post to the Owner or his Agent at the last known place of residence or business of either of them or delivered at such address And any such notice given by the Owner shall be sent by registered post to the Commissioners at their office for the time being in London or the office for the time being of their Director of Forestry for England or for Wales as the case may require

Interpretation.

IX. THE expression “ timber ” herein shall include all forest products and the expression “ growing of timber ” herein shall include all operations properly carried out in course of forestry or purposes connected with forestry

X. FOR the purposes of this Deed the said lands shall be deemed to be “ self-supporting as timber producing lands ” when it is shown by the yearly Accounts hereinafter referred to that at the expiration of any period of five consecutive financial years the aggregate of the approved expenditure incurred by the owner during those years is not in excess of the aggregate income (exclusive of any Grant made to him during those years) received by him during the same period of years

IN WITNESS whereof the Official Seal of the Commissioners has been hereunto affixed and the Owner has set his hand and seal the day and year first above written

THE FIRST SCHEDULE

DESCRIPTION OF LANDS

ALL those lands containing altogether.....acres or thereabouts situate in the Parish(es) of.....
in the County of.....
.....

THE SECOND SCHEDULE

1. In the use and management of the said lands for the growing of timber as hereinbefore mentioned the Owner will give effect to and observe the provisions and stipulations contained in the plan of operations signed in duplicate by the Commissioners and the Owner or their respective agents one copy of which has been retained by each party (hereinafter referred to as the “ approved plan ” which expression herein shall where the context so admits include any amendments thereof from time to time made with the approval of the Commissioners) and

approved by the Commissioners for determining the nature of the forestry operations which shall be carried out on the said lands

2. The Owner shall at his own expense in all things forthwith proceed to carry out on the said lands in accordance with the approved plan and to the satisfaction of the Commissioners the works thereby agreed to be carried out (hereinafter called "the approved works") and shall at all necessary times employ on the said lands the skilled supervisors and workmen required to ensure that the approved works are properly and efficiently carried out and that the said lands are always properly managed as timber-producing lands

This clause does not require an Owner to employ additional supervision if he possesses adequate silvicultural knowledge and has the time at his disposal, or employs an agent or consultant with the requisite skill.

The requirement that the lands are managed as timber producing lands does not mean the exclusion of sport or considerations of amenity, but their reconciliation with the needs of good silviculture. Temporary grazing of felled areas until due for replanting will be permissible.

3. The Owner shall keep Forest Records and adequate and proper Accounts in such form as the Commissioners may from time to time require setting out the full expenditure and revenue incurred and received by the Owner in carrying out the work of growing timber on the said lands in accordance with the approved plan in respect of each financial year for which such Accounts are made up. Such Accounts (or copies thereof) with vouchers for the costs and expenses incurred by the Owner and the revenue received by him as shown in such Accounts shall be submitted to the Commissioners as soon as practicable after the end of each such financial year as aforesaid. And all such Forest Records Accounts and vouchers shall be open to the inspection of the Commissioners or any persons duly authorised by them

The records, which are set out in Appendix IV, are simple annual statements of areas actually planted, thinned and felled, with a control statement relating these areas to those prescribed in the plan of operations.

4. The Owner shall take all reasonable precautions adequately to protect the woods and plantations on the said lands from injury or damage by fire or otherwise

5. In the event of the Owner selling or otherwise parting with possession of all his estate and interest in the said lands or any part thereof he shall give immediate notice thereof to the

ENGLAND AND WALES—BASIS I

Commissioners with particulars of the lands affected thereby
and the name and address of the person to whom the same
shall have been sold or otherwise transferred

The Official Seal of the Forestry
Commissioners was hereunto
affixed in the presence of.....
.....
.....

Signed Sealed and Delivered
by the above-mentioned.....
.....
in the presence of.....
.....
.....

Appendix IA

FORESTRY DEED OF COVENANT

ENGLAND AND WALES, BASIS II

Note. The Deed of Covenant is printed in roman type. The explanatory notes, which are intended for guidance only and have no legal force, are printed *in italics*.

GENERAL

(a) *This Deed is in standard form, and the printed clauses therein may not be amended except where necessary in the case of Water Undertakings and other Statutory Bodies.*

(b) *It should be noted that under the provisions of the Forestry Act 1947, owners of land who may dedicate their woodlands include, among others, the following:—Freeholders, Tenants for Life, Trustees for Sale, Limited Companies, Universities and Colleges, Holders of Glebe Land. Leaseholders are not included.*

(c) *The Commissioners' Solicitor will prepare the engrossments of the agreed draft Deed and attend to registration and stamping, the cost of which will be borne by the Commission. The Owner will be supplied without charge with a duplicate of the Deed (including map).*

(d) *The Commissioners will not, however, be responsible for any expenses incurred by the Owner, mortgagees, etc., such as any fees charged or expenses incurred by solicitors employed by them.*

NOTE: If the lands are mortgaged or charged the mortgagees or chargees should be joined as parties. A special form can be supplied for use in such cases.

THIS DEED dated the.....day of.....19..... is made BETWEEN THE FORESTRY COMMISSIONERS acting in exercise of their functions under the Forestry Acts 1919 to 1951 (hereinafter called " the Commissioners ") of the one part and of (hereinafter called " the Owner " which expression shall where the context so admits or requires include his successors in title) of the other part

WHEREAS the Owner is..... of the several pieces or parcels of land (hereinafter called " the said lands ") more particularly described in the First Schedule hereto and delineated and coloured green on the map annexed hereto and has agreed subject as hereinafter mentioned that the said lands shall be set aside and developed and managed by him for Forestry purposes and with that object in view has also agreed that he will enter into the covenants and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:—

*Covenant against
use of Land other
than for Forestry.*

I. IN pursuance of the said agreement and by virtue of the Forestry Act 1947 and to the intent that this Covenant shall have effect as a forestry dedication covenant the Owner hereby covenants with the Commissioners that the said lands shall not except with the previous consent in writing of the Commissioners or in case of dispute under the direction of the Minister of Agriculture Fisheries and Food be used otherwise than for the growing of timber (within the meaning of Section 3 of the Forestry Act 1919) in accordance with the rules or practice of good forestry or for purposes connected therewith

This Clause is binding on all successors in title to the original signatory to the Deed of Covenant.

*Covenants
observable by the
Owner.*

II. IN further pursuance of the said agreement the Owner hereby covenants with the Commissioners that so long as the said lands or some part thereof shall be vested in him the Owner will in relation to the said lands or such part thereof observe and perform the covenants and conditions contained in the Second Schedule hereto

This Clause is not enforceable against any successor in title to the original signatory, who will however be invited to sign a new Deed of Covenant or to sign an undertaking agreeing to be bound by these covenants in consideration of a continuance of the grants.

*Commissioners'
Covenant to pay
grants.*

III. THE Commissioners hereby covenant with the Owner that subject to the due performance and observance by the Owner of the covenants herein contained and on his part to be observed and performed they will make to the Owner by way of financial assistance in carrying out the works on the said lands in accordance with the approved plan of operations (referred to in Paragraph 2 in the said Second Schedule) the several Grants (each of which shall be subject to revision as hereinafter mentioned in Clause IV(2) hereof) more particularly specified in the Third Schedule hereto at the times therein mentioned

*Powers of the
Commissioners on
Breach of Covenant.*

IV. IT IS HEREBY AGREED AND DECLARED as follows:—

(1) That in the event of any breach or failure by the Owner to observe and perform any of the covenants and conditions on his part herein contained the Commissioners shall (but without prejudice to any rights or remedies they may have) be entitled (if they think fit so to do but subject as hereinafter mentioned) either

(a) to take over the management and development of the said lands so far as vested in the Owner (and while remaining so vested) for such purposes as aforesaid on such terms and for such period as shall be fair and

equitable to both parties regard being had to the then existing circumstances including the amount (if any) of any assistance already given to the Owner in the form of grants referred to in the said Third Schedule or

(b) to give notice in writing to the Owner or other the person or persons in whom the said lands are vested for any estate or interest in possession that this Deed shall as from a date to be specified in the notice (not being less than three months after the date of the notice) cease to have effect in which case on the date so specified the rights and liabilities of the Owner or of his successors in title and of the Commissioners shall cease and determine but without prejudice to the rights accrued to either party up to the time of such cesser and determination

PROVIDED that any such a breach or failure shall not be treated as having occurred by virtue of any act or omission capable of remedy unless there has been default in remedying it within a reasonable time after notice given by the Commissioners requiring the remedy thereof

This Clause provides that when an owner fails to carry out his obligations, and in case of breaches capable of remedy, fails to put them right on notice being given by the Commission, the Commission have the option of (a) taking over management of the dedicated areas, on terms which failing agreement, would be referred to an arbitrator under Clause VII, or (b) of terminating the deed, so that the owner and his successors have no further obligations and the grants are no longer payable.

The effect of taking over management of the woodlands should not be confused with the compulsory acquisition of the land.

Review of Grants.

(2) Each of the said Grants hereinbefore referred to shall at such times as the Commissioners shall determine (but at least once in any period of three years) be reviewed by the Commissioners in the light of the general trend of ascertained costs throughout Great Britain

Disputes as to observance of the rules or practice of good forestry.

V. IF any dispute shall arise between the parties hereto relating to or connected with the rules or practice of good forestry the same shall be referred to a Reference Committee which shall be constituted in accordance with the provisions of Section 4 of the Forestry Act 1951 and (but subject as hereinafter mentioned) the decision of the Reference Committee shall be final and binding on both parties hereto

PROVIDED ALWAYS that if any such dispute as aforesaid has relation to or is concerned with (a) whether any particular work or action required by the rules or practice of good

forestry to be carried out on the said lands has in fact been carried out by the Owner in a proper and workmanlike manner or (b) the amount or extent of any felling operations to be prescribed by any approved plan of operations (as hereinafter referred to) then in every such case the decision of the Commissioners (having given due consideration to any recommendations made in the matter by a Reference Committee) shall be final and binding on the parties

The Reference Committees are constituted as follows: The Chairman is appointed by the Minister of Agriculture, and two members are selected by the Minister from panels of persons whom he appoints after consulting the Regional Advisory Committee, the associations representing the interests of woodland owners and of timber merchants, and the forestry societies. No Commissioner or person employed by the Commissioners may be a member. The Commission is obliged to accept the decisions of such a committee unless the dispute is about whether any necessary operation has been carried out in a proper and workmanlike manner or about the amount of felling an owner wishes to prescribe in his plan of operations. In such cases the Commissioners make the final decision, but before doing so they must consider the recommendations of the Committee.

This clause does not apply to disputes which arise under Clause VI.

*Release of Owner
from Covenants
and Conditions.*

VI. THE Owner shall be entitled to a release from the covenants and conditions herein contained and on his part (or on the part of his successors in title) to be observed and performed in the following events:—

- (a) If he gives notice in writing to the Commissioners that he is unable for reasons beyond his control (such reasons being stated in the notice) to continue to manage his woodlands in accordance with the covenants and conditions herein contained and proves to the reasonable satisfaction of the Commissioners that he is unable so to do and the Commissioners do not within twelve calendar months after the giving of such notice decide to take over the management and development of the said lands in accordance with the provisions of Clause IV(1)(a) hereof or
- (b) If at any time hereafter the said lands or any part or parts thereof shall be proved to the reasonable satisfaction of the Commissioners to be unsuitable for the continued development and management for forestry purposes as contemplated by this Deed.

PROVIDED ALWAYS that (i) if part or parts only of the said lands shall have been proved to be unsuitable as aforesaid then any such release shall extend only to such part or parts of the said lands and (ii) any release agreed to be granted as aforesaid

by the Commissioners shall be granted on such terms as are fair and equitable to both parties no account being taken for the purpose of any Grants previously made to the Owner under Clause III hereof

This clause entitles an owner to a release from his obligations where he can prove to the Commissioners' reasonable satisfaction that he is unable to meet them and the Commissioners do not decide (under Clause IV) to take over management. He is also entitled to a release from his obligations, in respect of all or part of the dedicated area, if it is proved to the Commissioners' reasonable satisfaction to be no longer suitable for forestry.

There is no provision for arbitration on whether the owner is no longer able for reasons beyond his control to continue management under the Deed, or on whether the area or part of it is no longer suitable for forestry.

Arbitration.

VII. SUBJECT as hereinafter mentioned if any dispute shall arise between the parties hereto touching this Deed or the construction thereof or any clause or thing herein contained or touching the approved plan of operations hereinafter referred to or any matter in any way connected with or arising out of this Deed or the approved plan of operations or the operation of either of the same or the rights duties or liabilities of either party in connection with the premises or as to the terms referred to in Clause IV(1)(a) which are fair and equitable to both parties then the matter shall be referred to the decision of a single arbitrator who shall be appointed (failing agreement between the parties) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force PROVIDED that nothing in this clause shall apply to any such dispute as is mentioned in Clause V hereof or to any such dispute as aforesaid arising under Clause VI hereof

This clause provides for the appointment of an arbitrator to whom may be referred all disputes other than those which relate to the rules or practice of good forestry (otherwise provided for under Clause V) and those referred to in the explanatory note to Clause VI. In particular the question whether the Commissioners' terms for the release of a dedicated area under Clause VI are fair and equitable may be referred to an arbitrator.

Service of Notices.

VIII. ANY notice given by the Commissioners to the Owner under this Deed or in connection with any matter arising out of it shall be deemed to be sufficient notice if sent by registered post to the Owner or his Agent at the last known place of residence or business of either of them or delivered at such address And any such notice given by the Owner shall be sent by registered post to the Commissioners at their office for

the time being in London or the office for the time being of their Director of Forestry for England or for Wales as the case may require

Interpretation.

IX. THE expression “ timber ” herein shall include all forest products and the expression “ growing of timber ” herein shall include all operations properly carried out in course of forestry or for purposes connected with forestry

IN WITNESS whereof the Official Seal of the Commissioners has been hereunto affixed and the Owner has set his hand and seal the day and year first above written

THE FIRST SCHEDULE

DESCRIPTION OF LANDS

ALL those lands containing altogether.....acres or thereabouts situate in the Parish(es) of..... in the County of.....
.....
.....
.....

THE SECOND SCHEDULE

1. In the use and management of the said lands for the growing of timber as hereinbefore mentioned the Owner will give effect to and observe the provisions and stipulations contained in the plan of operations signed in duplicate by the Commissioners and the Owner or their respective agents one copy of which has been retained by each party (hereinafter referred to as the “ approved plan ” which expression herein shall where the context so admits include any amendments thereof from time to time made with the approval of the Commissioners) and approved by the Commissioners for determining the nature of the forestry operations which shall be carried out on the said lands

2. The Owner shall at his own expense in all things forthwith proceed to carry out on the said lands in accordance with the approved plan and to the satisfaction of the Commissioners the works thereby agreed to be carried out (hereinafter called “ the approved works ”) and shall at all necessary times employ on the said lands the skilled supervisors and workmen required to ensure that the approved works are properly and efficiently carried out and that the said lands are always properly managed as timber producing lands

This clause does not require an Owner to employ additional supervision if he possesses adequate silvicultural knowledge and has the time at his disposal or employs an agent or consultant with the requisite skill.

The requirement that the lands are managed as timber producing lands does not mean the exclusion of sport or considerations of amenity, but their reconciliation with needs of good silviculture. Temporary grazing of felled areas until due for replanting will be permissible.

3. The Owner shall keep such Forest Records as may be necessary for the proper control of the approved plan and such Forest Records shall be open to the inspection of the Commissioners or any persons duly authorised by them

The records, which are set out in Appendix III, are simple annual statements of areas actually planted, thinned and felled, with a control statement relating these areas to those prescribed in the Plan of Operations.

4. The Owner shall take all reasonable precautions adequately to protect the woods and plantations on the said lands from injury or damage by fire or otherwise

If, notwithstanding reasonable precautions, plantations dedicated under Basis II are destroyed by fire, the replanting would qualify for a planting grant.

5. In the event of the Owner selling or otherwise parting with possession of all his estate and interest in the said lands or any part thereof he shall give immediate notice thereof to the Commissioners with particulars of the lands affected thereby and the name and address of the person to whom the same shall have been sold or otherwise transferred

THE THIRD SCHEDULE

GRANTS

1. A Planting Grant for all land planted or replanted or otherwise satisfactorily stocked with trees by the Owner in each year whether with hardwoods or softwoods in accordance with the approved plan at the rate of £17 per acre or such other revised rate as shall for the time being be payable under Clause IV(2) of this Deed to be paid forthwith on the completion of the work to the satisfaction of the Commissioners

2. A Maintenance Grant for a period of fifteen years for all land planted replanted or stocked as aforesaid and maintained to the satisfaction of the Commissioners at the rate of 5s. 6d. per acre per annum or such other revised rate as shall for the time being be payable under Clause IV(2) of this Deed the first payment thereof to be made on or before the thirty-first day of December following the completion of the work as aforesaid and subsequent payments to be made on or before the thirty-first day of December in each of the fourteen succeeding years

3. A Maintenance Grant for a period of fifteen years for all productive woodlands (other than new plantations planted replanted or stocked as aforesaid) maintained to the satisfaction of the Commissioners at the rate of 5s. 6d. per acre per annum or such other revised rate as shall for the time being be payable under Clause IV(2) of this Deed the first payment thereof to be made on or before the thirty-first day of December in the year nineteen hundred and.....and subsequent payments to be made on or before the thirty-first day of December in each of the fourteen succeeding years

For the purposes of this Schedule, all woods which are estimated to be 50% stocked are regarded as productive.

The Official Seal of the Forestry
Commissioners was hereunto
affixed in the presence of.....
.....
.....

Signed Sealed and Delivered by
the above-mentioned.....
.....
in the presence of.....
.....
.....

Appendix II

FORESTRY DEDICATION AGREEMENT

SCOTLAND, BASIS I

Note. The Dedication Agreement is printed in roman type. The explanatory notes, which are intended for guidance only and have no legal force, are printed *in italics*.

GENERAL

(a) *This Agreement is in standard form, and the printed clauses therein may not be amended except where necessary in the case of Water Undertakings and other Statutory Bodies.*

(b) *It should be noted that under the provisions of the Forestry Act 1947, owners of land who may dedicate their woodlands include, among others, the following:—Freeholders, Liferenters, Heirs of Entail, Trustees, Limited Companies.*

(c) *The Commissioners' Law Agent will prepare the engrossments of the agreed draft Agreement and attend to registration and stamping, the cost of which will be borne by the Commission. The Owner will be supplied without charge with a duplicate of the Agreement (including map).*

(d) *The Commissioners will not, however, be responsible for any expenses incurred by the Owner, bondholders, etc., such as any fees charged or expenses incurred by solicitors employed by them.*

FORESTRY DEDICATION AGREEMENT BETWEEN THE FORESTRY COMMISSIONERS AND

.....

It is contracted and agreed between the Forestry Commissioners acting in exercise of their functions under the Forestry Acts, 1919 to 1951 (hereinafter referred to as "the Commissioners") and.....

.....
(hereinafter referred to as "the Owner" which expression includes, where the context so admits or requires, his successors in title) heritable proprietor of the lands (hereinafter referred to as "the said lands") described in the Schedule annexed hereto and delineated and coloured green on the map relative hereto, which Schedule and map are subscribed by the parties to this Agreement as relative thereto, and.....

.....
for.....interest in the said lands in manner following, that is to say:—

First: The said lands will not, except with the previous consent in writing of the Commissioners or, in case of dispute,

under direction of the Secretary of State, be used otherwise than for the growing of timber (within the meaning of section three of the Forestry Act, 1919) in accordance with the rules or practice of good forestry or for purposes connected therewith:

This Clause is binding on all successors in title to the original signatory to the Dedication Agreement.

Second: So long as the said lands or some part thereof shall be vested in him, the Owner will, in relation to the said lands or such part, perform and observe the following terms and conditions, that is to say—

- (a) In the use and management thereof for the growing of timber the Owner will give effect to and observe the provisions and stipulations contained in the plan of operations for determining the nature of the Forestry operations to be carried out thereon (hereinafter referred to as “ the approved plan ”) signed in duplicate by the Commissioners and the Owner or their respective agents, one copy of which has been retained by each party; and for the purposes of this Agreement any reference to the approved plan shall, where the context so admits, be construed as a reference to the plan as amended from time to time with the approval of the Commissioners:

Clause Second is not enforceable against any successor in title to the original signatory, who will however be invited to sign a new Dedication Agreement or to sign an undertaking agreeing to be bound by these covenants in consideration of a continuance of the grants.

- (b) The Owner will at his own cost forthwith proceed to carry out thereon in accordance with the approved plan and to the satisfaction of the Commissioners the works thereby agreed to be carried out (hereinafter referred to as “ the approved works ”) and will at all necessary times employ thereon the skilled supervisors and workmen required to ensure that the approved works are properly and efficiently carried out and that the said lands or such part are always properly managed as timber-producing lands:

Clause Second (b) does not require an Owner to employ additional supervision if he possesses adequate silvicultural knowledge and has the time at his disposal or employs an agent or consultant with the requisite skill.

The requirement that the lands are managed as timber producing lands does not mean the exclusion of sport or considerations of amenity, but their reconciliation with the needs of good silviculture. Temporary grazing of felled areas until due for replanting will be permissible.

- (c) The Owner will take all reasonable precautions to protect the woods and plantations thereon from injury and damage by fire or otherwise:
- (d) The Owner will keep such forest records as may be necessary for the proper control of the approved plan; and such forest records shall be open to the inspection of the Commissioners or any person duly authorised by them:

The records, which are set out in Appendix IV, are simple annual statements of areas actually planted, thinned and felled, with a control statement relating these areas to those prescribed in the Plan of Operations.

- (e) The Owner will keep adequate and proper accounts in such form as the Commissioners may from time to time require setting out the full expenditure and revenue incurred and received by the Owner in carrying out the work of growing timber thereon in accordance with the approved plan in respect of each financial year for which such accounts are made up; such accounts (or copies thereof) with vouchers for the costs and expenses incurred by the Owner and the revenue received by him as shown in such accounts shall be submitted to the Commissioners as soon as practicable after the end of each such financial year as aforesaid; and all such accounts and vouchers shall be open to the inspection of the Commissioners or any persons duly authorised by them:
- (f) In the event of the Owner selling or parting with possession of all his estate or interest in the said lands or such part, he will give immediate notice thereof to the Commissioners with particulars of the lands affected and the name and address of the person to whom such lands have been sold or otherwise transferred:

Third: So long as the said lands are not self-supporting when used and managed for the purposes of timber production and subject to the due performance and observance by the Owner of the terms and conditions of this Agreement, the Commissioners will pay to the Owner in each year within..... months after the date on which the yearly accounts (or copies thereof) are submitted by him under the last foregoing Clause hereof, a grant equal to 25 per cent of the total approved net expenditure incurred by the Owner as shown in the said accounts. When the said lands have become self-supporting as timber-producing lands, the grants under this Clause shall cease to be payable:

The term "self-supporting" is defined in Clause Tenth. The net expenditure will be ascertained by deducting woodland

receipts from gross expenditure. All items which the Commissioners apply in developing woodlands will be brought to account, but receipts or expenditure on sawmills or similar works will be excluded. (See also Form of Account given in Appendix IV).

Fourth: In the event of any breach or failure by the Owner to perform or observe any term or condition of this Agreement the Commissioners shall, without prejudice to any other rights or remedies they may have, be entitled (if they think fit so to do but subject as hereinafter mentioned) either—

- (a) to take over the management and development of the said lands so far as vested in the Owner (and while remaining so vested) for the purposes hereinbefore mentioned on such terms and for such period as shall be fair and equitable to both parties, regard being had to the then existing circumstances and to the amount (if any) of the assistance already given by the Commissioners to the Owner by way of the yearly grants aforementioned; or
- (b) to give notice in writing to the Owner or to any other person or persons in whom the said lands are for the time being vested that this Agreement will, as from a date to be specified in the notice (not being less than three months after the date of the notice), cease to have effect, in which case on the date so specified the rights and liabilities of the Owner or of his successors in title and of the Commissioners shall cease and determine, without prejudice, however, to any rights accrued to either party up to the time of such cesser and determination: Provided always that such a breach or failure as aforesaid shall not be treated as having occurred by virtue of any act or omission which is capable of remedy unless the Owner has failed to remedy it within a reasonable time after the Commissioners have given him notice requiring him to remedy it:

This Clause provides that when an owner fails to carry out his obligations, and in case of breaches capable of remedy fails to put them right on notice being given by the Commission, the Commission have the option of (a) taking over management of the dedicated areas, on terms which, failing agreement, would be referred to an arbiter under Clause Seventh, or (b) of terminating the deed, so that the owner and his successors have no further obligations and the grants are no longer payable.

The effect of taking over management of the woodlands should not be confused with the compulsory acquisition of the land.

Fifth: In the event of any dispute arising between the parties relating to or connected with the rules or practice of good

SCOTLAND—BASIS I

forestry, the matter will be referred to a Reference Committee which shall be constituted in accordance with the provisions of section four of the Forestry Act, 1951, and the decision of the Reference Committee shall be final and binding on both parties hereto.

Provided always that if any such dispute as aforesaid relates to or is connected with—

- (a) whether any particular work or action required by the rules or practice of good forestry to be carried out on the said lands has been carried out by the Owner in a proper and workmanlike manner; or
- (b) the amount or extent of any felling operations to be prescribed by any approved plan;

then in every such case the decision of the Commissioners (having given due consideration to any recommendations made in the matter by a Reference Committee) shall be final and binding on the parties:

The Reference Committees are constituted as follows: The Chairman is appointed by the Secretary of State for Scotland, and two members are selected by the Secretary of State from panels of persons whom he appoints after consulting the Regional Advisory Committee, the associations representing the interests of woodland owners and of timber merchants, and the forestry societies. No Commissioner or person employed by the Commissioners may be a member. The Commission is obliged to accept the decisions of such a committee unless the dispute is about whether any necessary operation has been carried out in a proper and workmanlike manner or about the amount of felling an owner wishes to prescribe in his plan of operations. In such cases the Commissioners make the final decision, but before doing so they must give due consideration to the recommendations of the Committee.

This clause does not apply to disputes which arise under Clause Sixth.

Sixth: (1) The Owner will be entitled to be released by the Commissioners from the performance and observance of the terms and conditions which under this Agreement he has undertaken to perform and observe—

- (a) if he gives notice in writing to the Commissioners that he is unable for reasons beyond his control (such reasons being stated in the notice) to continue to manage the said lands in accordance with the terms of this Agreement, and proves to the reasonable satisfaction of the Commissioners that he is unable to do so and the Commissioners do not, within twelve calendar months after the giving of the notice aforesaid, decide to take over the management and development of the said lands under paragraph (a) of Clause *Fourth* hereof; or

(b) if at any time the said lands or any part thereof are proved to the reasonable satisfaction of the Commissioners to be unsuitable for continued development and management for forestry purposes as contemplated by this Agreement: Provided always that if part or parts only of the said lands shall have been proved to be unsuitable as aforesaid then any such release shall extend only to such part or parts of the said lands:

(2) Any release agreed to be granted as aforesaid by the Commissioners will be granted on such terms as are fair and equitable to both parties, no account being taken for the purpose of any grants previously made to the Owner under Clause *Third* hereof:

This clause entitles an owner to a release from his obligations where he can prove to the Commissioners' reasonable satisfaction that he is unable to meet them and the Commissioners do not decide (under Clause Fourth) to take over management. He is also entitled to a release from his obligations, in respect of all or part of the dedicated area, if it is proved to the Commissioners' reasonable satisfaction to be no longer suitable for forestry.

There is no provision for arbitration on whether the owner is no longer able for reasons beyond his control to continue management under the Agreement, or on whether the area or part of it is no longer suitable for forestry.

Seventh: In the event of any dispute arising between the parties with regard to this Agreement or the construction thereof or any part thereof or with regard to the approved plan or any matter in any way connected with or arising out of this Agreement or the approved plan or the operation of either, or with regard to the rights, duties or liabilities of either party in connection with the matters aforesaid, or as to the terms hereinbefore referred to which are fair and equitable to both parties, the matter shall be referred to the decision of a single arbiter to be appointed (in default of agreement) by the Chairman for the time being of the Scottish Committee of the Royal Institution of Chartered Surveyors.

Provided always that nothing in this Clause shall apply to any such dispute as is mentioned in Clause *Fifth* hereof or to any such dispute as aforesaid arising under paragraph (1) of Clause *Sixth* hereof:

This clause provides for the appointment of an arbiter to whom may be referred all disputes other than those which relate to the rules or practice of good forestry (otherwise provided for under Clause Fifth) and those referred to in the explanatory note to Clause Sixth. In particular the question whether the Commissioners' terms for the release of a dedicated area under Clause Sixth are fair and equitable may be referred to an arbiter.

SCOTLAND—BASIS I

Eighth: Any notice given by the Commissioners to the Owner under this Agreement or in connection with any matter arising out of it shall be deemed to be sufficient notice if it is sent by registered post to the Owner or to his factor, commissioner or agent at the last known place of residence or business of either of them or delivered at such address; and any such notice given by the Owner shall be sent by registered post to the Commissioners at their office for the time being in London or at the office for the time being of the Director of Forestry for Scotland:

Ninth: In this Agreement the expression “timber” includes all forest products, and the expression “growing of timber” includes all operations properly carried out in the course of forestry or for purposes connected with forestry:

Tenth: For the purposes of this Agreement the said lands shall be deemed to be self-supporting as timber-producing lands when it is shown by the yearly accounts hereinbefore mentioned that at the expiration of any period of five consecutive financial years the aggregate of the approved expenditure incurred by the Owner during those years is not in excess of the aggregate income (exclusive of any grant made to him during those years) received by him during the same period of years:

Eleventh: The parties to this Agreement consent to the registration thereof for preservation and execution and for the purposes and in terms of section 3 of the Forestry Act, 1947.

IN WITNESS WHEREOF

SCHEDULE

DESCRIPTION OF LANDS

Appendix IIA

FORESTRY DEDICATION AGREEMENT

SCOTLAND, BASIS II

Note. The Dedication Agreement is printed in roman type. The explanatory notes, which are intended for guidance only and have no legal force, are printed *in italics*.

GENERAL

(a) *This Agreement is in standard form, and the printed clauses therein may not be amended except where necessary in the case of Water Undertakings and other Statutory Bodies.*

(b) *It should be noted that under the provisions of the Forestry Act 1947, owners of land who may dedicate their woodlands include, among others, the following:—Freeholders, Liferenters, Heirs of Entail, Trustees, Limited Companies.*

(c) *The Commissioners' Law Agent will prepare the engrossments of the agreed draft Agreement and attend to registration and stamping, the cost of which will be borne by the Commission. The owner will be supplied without charge with a duplicate of the Agreement (including map).*

(d) *The Commissioners will not, however, be responsible for any expenses incurred by the Owner, bondholders, etc., such as any fees charged or expenses incurred by solicitors employed by them.*

FORESTRY DEDICATION AGREEMENT BETWEEN THE FORESTRY COMMISSIONERS AND

.....
It is contracted and agreed between the Forestry Commissioners acting in exercise of their functions under the Forestry Acts, 1919 to 1951 (hereinafter referred to as "the Commissioners") and.....

.....
(hereinafter referred to as "the Owner," which expression includes, where the context so admits or requires, his successors in title) heritable proprietor of the lands (hereinafter referred to as "the said lands") described in the First Schedule annexed hereto and delineated and coloured green on the map relative hereto, which Schedule and map are subscribed by the parties to this Agreement as relative thereto, and.....

.....
for.....interest in the said lands in manner following, that is to say:—

First: The said lands will not, except with the previous consent in writing of the Commissioners or, in case of dispute,

under direction of the Secretary of State, be used otherwise than for the growing of timber (within the meaning of section three of the Forestry Act, 1919) in accordance with the rules or practice of good forestry or for purposes connected therewith:

This Clause is binding on all successors in title to the original signatory to the Dedication Agreement.

Second: So long as the said lands or some part thereof shall be vested in him, the Owner will, in relation to the said lands or such part, perform and observe the following terms and conditions, that is to say—

- (a) In the use and management thereof for the growing of timber the Owner will give effect to and observe the provisions and stipulations contained in the plan of operations for determining the nature of the forestry operations to be carried out thereon (hereinafter referred to as “ the approved plan ”) signed in duplicate by the Commissioners and the Owner or their respective agents, one copy of which has been retained by each party; and for the purposes of this Agreement any reference to the approved plan shall, where the context so admits, be construed as a reference to the plan as amended from time to time with the approval of the Commissioners:

Clause Second is not enforceable against any successor in title to the original signatory, who will however be invited to sign a new Dedication Agreement or to sign an undertaking agreeing to be bound by these covenants in consideration of a continuance of the grants.

- (b) The Owner will at his own cost forthwith proceed to carry out thereon in accordance with the approved plan and to the satisfaction of the Commissioners the works thereby agreed to be carried out (hereinafter referred to as “ the approved works ”), and will at all necessary times employ thereon the skilled supervisors and workmen required to ensure that the approved works are properly and efficiently carried out and that the said lands or such part are always properly managed as timber-producing lands:

Clause Second (b) does not require an Owner to employ additional supervision if he possesses adequate silvicultural knowledge and has the time at his disposal or employs an agent or consultant with the requisite skill.

The requirement that the lands are managed as timber producing lands does not mean the exclusion of sport or considerations of amenity, but their reconciliation with the needs of good silviculture. Temporary grazing of felled areas until due for replanting will be permissible.

SCOTLAND—BASIS II

- (c) The Owner will take all reasonable precautions to protect the woods and plantations thereon from injury and damage by fire or otherwise:

If, notwithstanding reasonable precautions, plantations dedicated under Basis II are destroyed by fire, the replanting would qualify for a planting grant.

- (d) The Owner will keep such forest records as may be necessary for the proper control of the approved plan; and such forest records shall be open to the inspection of the Commissioners or any person duly authorised by them:

The records, which are set out in Appendix III, are simple statements of areas actually planted, thinned and felled, with a control statement relating these areas to those prescribed in the plan of operations.

- (e) In the event of the Owner selling or parting with possession of all his estate or interest in the said lands or such part, he will give immediate notice thereof to the Commissioners with particulars of the lands affected and the name and address of the person to whom such lands have been sold or otherwise transferred:

Third: The Commissioners will, subject to the due performance and observance by the Owner of the terms of this Agreement, make to him, by way of financial assistance in carrying out the approved works on the said lands in accordance with the approved plan, the several grants (each of which shall be subject to revision as hereinafter mentioned) specified in the Second Schedule annexed hereto at the times therein mentioned.

Each of the said grants hereinbefore referred to shall at such times as the Commissioners shall determine (but at least once in any period of three years) be reviewed by the Commissioners in the light of the general trend of ascertained costs throughout Great Britain:

Fourth: In the event of any breach or failure by the Owner to perform or observe any term or condition of this Agreement the Commissioners shall, without prejudice to any other rights or remedies they may have, be entitled (if they think fit so to do but subject as hereinafter mentioned) either—

- (a) to take over the management and development of the said lands so far as vested in the Owner (and while remaining so vested) for the purposes hereinbefore mentioned on such terms and for such period as shall be fair and equitable to both parties, regard being had to the then existing circumstances and to the amount (if any) of the assistance already given by the Commissioners to the Owner by way of the grants aforementioned; or

- (b) to give notice in writing to the Owner or to any other person or persons in whom the said lands are for the time being vested that this Agreement will, as from a date to be specified in the notice (not being less than three months after the date of the notice), cease to have effect, in which case on the date so specified the rights and liabilities of the Owner or of his successors in title and of the Commissioners shall cease and determine, without prejudice, however, to any rights accrued to either party up to the time of such cesser and determination:

Provided always that such a breach or failure as aforesaid shall not be treated as having occurred by virtue of any act or omission which is capable of remedy unless the Owner has failed to remedy it within a reasonable time after the Commissioners have given him notice requiring him to remedy it:

This Clause provides that when an owner fails to carry out his obligations, and in case of breaches capable of remedy, fails to put them right on notice being given by the Commission, the Commission have the option of (a) taking over management of the dedicated areas, on terms which, failing agreement, would be referred to an arbiter under Clause Seventh or (b) of terminating the deed, so that the owner and his successors have no further obligations and the grants are no longer payable.

The effect of taking over management of the woodlands should not be confused with the compulsory acquisition of the land.

Fifth: In the event of any dispute arising between the parties relating to or connected with the rules or practice of good forestry, the matter will be referred to a Reference Committee which shall be constituted in accordance with the provisions of section four of the Forestry Act, 1951, and the decision of the Reference Committee shall be final and binding on both parties hereto:

Provided always that if any such dispute as aforesaid relates to or is connected with—

- (a) whether any particular work or action required by the rules or practice of good forestry to be carried out on the said lands has been carried out by the Owner in a proper and workmanlike manner; or
- (b) the amount or extent of any felling operations to be prescribed by any approved plan;

then in every such case the decision of the Commissioners (having given due consideration to any recommendations made in the matter by a Reference Committee) shall be final and binding on the parties:

The Reference Committees are constituted as follows: The Chairman is appointed by the Secretary of State for Scotland, and two members are selected by the Secretary of State from panels of persons whom he appoints after consulting the Regional Advisory Committee, the associations representing the interests of woodland owners and of timber merchants, and the forestry societies. No Commissioner or person employed by the Commissioners may be a member. The Commission is obliged to accept the decisions of such a committee unless the dispute is about whether any necessary operation has been carried out in a proper and workmanlike manner or about the amount of felling an owner wishes to prescribe in his plan of operations. In such cases the Commissioners make the final decision, but before doing so they must consider the recommendations of the Committee.

This clause does not apply to disputes which arise under Clause Sixth.

Sixth: (1) The Owner will be entitled to be released by the Commissioners from the performance and observance of the terms and conditions which under this Agreement he has undertaken to perform and observe—

- (a) if he gives notice in writing to the Commissioners that he is unable for reasons beyond his control (such reasons being stated in the notice) to continue to manage the said lands in accordance with the terms of this Agreement, and proves to the reasonable satisfaction of the Commissioners that he is unable to do so and the Commissioners do not, within twelve calendar months after the giving of the notice aforesaid, decide to take over the management and development of the said lands under paragraph (a) of Clause *Fourth* hereof; or
- (b) if at any time the said lands or any part thereof are proved to the reasonable satisfaction of the Commissioners to be unsuitable for continued development and management for forestry purposes as contemplated by this Agreement: Provided always that if part or parts only of the said lands shall have been proved to be unsuitable as aforesaid then any such release shall extend only to such part or parts of the said lands:

(2) Any release agreed to be granted as aforesaid by the Commissioners will be granted on such terms as are fair and equitable to both parties, no account being taken for the purpose of any grants previously made to the Owner under Clause *Third* hereof:

This clause entitles an owner to a release from his obligations where he can prove to the Commissioners' reasonable satisfaction that he is unable to meet them and the Commissioners do not

decide (under Clause Fourth) to take over management. He is also entitled to release from his obligations, in respect of all or part of the dedicated area, if it is proved to the Commissioners' reasonable satisfaction to be no longer suitable for forestry.

There is no provision for arbitration on whether the owner is no longer able for reasons beyond his control to continue management under the Deed, or on whether the area or part of it is no longer suitable for forestry.

Seventh: In the event of any dispute arising between the parties with regard to this Agreement or the construction thereof or any part thereof or with regard to the approved plan or any matter in any way connected with or arising out of this Agreement or the approved plan or the operation of either, or with regard to the rights, duties or liabilities of either party in connection with the matters aforesaid, or as to the terms hereinbefore referred to which are fair and equitable to both parties, the matter shall be referred to the decision of a single arbiter to be appointed (in default of agreement) by the Chairman for the time being of the Scottish Committee of the Royal Institution of Chartered Surveyors.

Provided always that nothing in this Clause shall apply to any such dispute as is mentioned in Clause *Fifth* hereof or to any such dispute as aforesaid arising under paragraph (1) of Clause *Sixth* hereof:

This clause provides for the appointment of an arbiter to whom may be referred all disputes other than those which relate to the rules or practice of good forestry (otherwise provided for under Clause Fifth) and those referred to in the explanatory note to Clause Sixth. In particular the question whether the Commissioners' terms for the release of a dedicated area under Clause Sixth are fair and equitable may be referred to an arbiter.

Eighth: In this Agreement the expression "timber" includes all forest products, and the expression "growing of timber" includes all operations properly carried out in the course of forestry or for purposes connected with forestry:

Ninth: Any notice given by the Commissioners to the Owner under this Agreement or in connection with any matter arising out of it shall be deemed to be sufficient notice if it is sent by registered post to the Owner or to his factor, commissioner or agent at the last known place of residence or business of either of them or delivered at such address; and any such notice given by the Owner shall be sent by registered post to the Commissioners at their office for the time being in London or at the office for the time being of the Director of Forestry for Scotland:

Tenth: The parties to this Agreement consent to the registration thereof for preservation and execution and for the purposes and in terms of section 3 of the Forestry Act, 1947.

IN WITNESS WHEREOF

.....
.....

FIRST SCHEDULE

DESCRIPTION OF LANDS

SECOND SCHEDULE

GRANTS

1. A planting grant at the rate of seventeen pounds per acre or such other revised rate as shall for the time being be payable under Clause *Third* of this Agreement, for all land planted or replanted or otherwise satisfactorily stocked with trees by the Owner in each year whether with hardwoods or softwoods in accordance with the approved plan, to be paid forthwith on the completion of the work to the satisfaction of the Commissioners.

2. A maintenance grant for a period of fifteen years for all land planted, replanted or stocked as aforesaid and maintained to the satisfaction of the Commissioners, at the rate of five shillings and sixpence per acre per annum, or such other revised rate as shall for the time being be payable under Clause *Third* of this Agreement, the first payment thereof to be made on or before the thirty-first day of December following the completion of the work as aforesaid, and subsequent payments to be made on or before the thirty-first day of December in each of the fourteen succeeding years.

3. A maintenance grant for a period of fifteen years for all productive woodlands (other than new plantations planted, replanted or stocked as aforesaid) maintained to the satisfaction of the Commissioners, at the rate of five shillings and sixpence per acre per annum, or such other revised rate as shall for the time being be payable under Clause *Third* of this Agreement, the first payment thereof to be made on or before the thirty-first day of December in the year nineteen hundred and.....and subsequent payments to be made on or before the thirty-first day in December in each of the fourteen succeeding years.

For the purposes of this Schedule, all woods which are estimated to be 50% stocked are regarded as productive.

Appendix III

PLAN OF OPERATIONS FORMS

The Plan consists of the following tabular statements and descriptive material:

D.R. 1.

Estate:..... **County(ies):**.....

Period of Plan: Forest Years*
19..... to 19.....
inclusive

CONTENTS OF PLAN

† *Page No.*.....

Section I. Details of Ownership and Certificate of Approval of
(D.R. 2) Plan

Section II. Classification and Description of the Area
(D.R. 3—5)

Section III. Objects of Management
(D.R. 6)

Section IV. Prescriptions for Planting, Thinning and Felling
(D.R. 7)

Section V. Proposed Methods of Working
(D.R. 8—9)

Appendices:

- (D.R. 10) I. Compartment Notes (Optional)
- (D.R. 11) II. Planting Programme
- (D.R. 12) III. Thinning Programme
- (D.R. 13) IV. Felling Programme

Record Forms:

- (D.R. 14) 1. Statement of Areas Planted
- (D.R. 15) 2. Statement of Areas Thinned
- (D.R. 16) 3. Statement of Areas Felled
- (D.R. 17) 4. Summary Control Sheet
- (D.R. 18) 5. Annual Summary of Total Area Qualifying for Maintenance Grants (Compulsory only for Woods Dedicated under Basis II)

Two copies of the Plan are necessary, one being retained by the Owner, the other by the Commission; further copies may be prepared if desired.

* The Forest Year is the twelve months ending on the 30th September of the corresponding Calendar Year.

† Number the Pages serially *after* the plan is completed, starting with Section I.

D.R.2.
(Old D.1)

PLAN OF OPERATIONS FOR DEDICATED WOODLANDS

SECTION I

DETAILS OF OWNERSHIP
AND CERTIFICATE OF APPROVAL OF THE PLAN

Estate: **Period covered** Forest Years
by the Plan: 19..... to 19.....

County: **Area covered**
by the Plan:Acres

Forestry Commission Conservancy:.....

Owner's Name: **Address:**

Agent's Name: **Address:**

**Skilled Super-
visor's Name:** **Address:**

* (Dedication England and Wales) This Plan of Operations is the Approved Plan referred to in the Second Schedule Clause 2 of the Forestry Deed of Covenant under Basis *I/II dated.....19.....

* (Dedication Scotland) This Plan of Operations is the Approved Plan referred to in the Second Clause of the Forestry Dedication Agreement under Basis *I/II dated.....19.....

Signature of the Owner or Authorised Agent:

Date:19.....

Signature for the Forestry Commissioners:

Rank:
Authorised by the Forestry Commissioners.

Date:19.....

* Delete each inappropriate item.

D.R.3.
(Old D.2)

Plan of Operations: 19..... to 19.....

Estate:

SECTION II

CLASSIFICATION AND DESCRIPTION OF THE AREA

As at 1st October, 19.....

II (a). * **Maps of the Area:** The relevant maps of the area, or photoprinted copies thereof, are on Ordnance Survey six-inch-to-one-mile sheets numbered:

and are † filed in the envelope at the back of this plan/†submitted separately.

Note: All maps must bear the name of the Estate and be signed as relative to this Plan of Operations, by both parties.

The maps must agree with the plan that forms part of the Dedication Covenant or Agreement.

II (b). **Summary Area Statement as at 1st October, 19.....**

(i) **Woodlands: 50% Stocking and Over** Acres

Broadleaved and Mixed High Forest:

Conifer High Forest:

Coppice and Coppice with Standards:

Total: ...

(ii) **Woodlands: Under 50% Stocked:**

Broadleaved and Mixed High Forest:

Conifer High Forest:

Scrub, Coppice and Coppice with Standards:

Total: ...

(iii) **Unstocked Land:**

Plantable

Unplantable

Total:

Total Area covered by the Plan:

This Statement is based on, and agrees with, the following Section II (d), which shows in more detail the situation and classification of the area.

* See Note on following page.

† Delete inappropriate statement.

Plan of Operations: 19..... to 19.....
Estate:

SECTION II (C)

DESCRIPTION OF THE WOODLANDS AS A WHOLE :

(This description should be based on, and supplemented by, detailed Compartment Notes submitted as Appendix I; or by other descriptions of individual areas compiled on similar specified lines).

Note on Maps

All maps must bear the name of the Estate and be signed as relative to this Plan of Operations by both parties.

The boundary of the dedicated area should be shewn on the map by a firm black (Indian ink) line.

Internal boundaries, demarcating compartments, should be shewn by " chain dot " black lines, thus — · — · — ·

Woods are best subdivided along rides, streams, or other recognisable permanent boundaries into compartments, which for convenience should not exceed 25 acres. small woods standing by themselves should each form a separate compartment.

Compartments must be numbered serially for identification. The names of individual woods may also be entered in the forms, to aid identification of areas.

Where necessary in order to distinguish variations in the present crop, compartments may be divided into sub-compartments, distinguished by letters (e.g. 1A, 1B, etc.). Sub-compartment boundaries may be indicated on the maps by dotted black lines.

Both the serial number, and the area in acres, of each compartment, must be shewn on the map, preferably by setting the number over the acreage, for example $\frac{3}{21}$ indicates Compartment 3 of 21 acres. It is not essential to show sub-compartment areas on the maps.

All compartment (and sub-compartment) acreages should be rounded out to the nearest whole acre, in such a way that their total agrees with the total area dedicated. The area of any internal rides, roads, etc., serving as internal boundaries should be included with that of the adjacent compartments.

The maps should not be coloured when first submitted, as it may be necessary to make photo-copies of them.

Name of Wood	WOODLANDS: 50% Stocking and Over										WOODLANDS: Under 50% Stocked				UNSTOCKED LAND					
	High Forest					Coppice					High Forest				Plantable Wood land (18)	Un- plant- able land (20)	TOTAL (21)			
	Broadleaved and Mixed		Conifer			Pure With Sids. (11)	Coppice		B. L. & Mixed 1-80 yrs. or Unev.† (14)	Conifer		Scrub, Copp. and C.w.S. (17)								
1-20 yrs. (3)	21-80 yrs. (4)	81 + yrs. (5)	Unev. aged † (6)	1-20 yrs. (7)	21-50 yrs. (8)		51 + yrs. (9)	Unev. aged † (10)		With Sids. (11)	Pure (12)		1-50 yrs. (15)	51 + or Unev.† (16)						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
Sheet total C/(wd.)																				
Final Totals Complete on final sheet only and carry to Section II (b)																				
			Tot. Cols. 3-6			Tot. Cols. 7-10			Tot. Cols. 11-12			Tot. Cols. 13-14		Tot. Cols. 15-16		Tot. Cols. 18-20				

Notes: * Where more than one county is involved, give appropriate indications in left-hand margin. † Only woods with a wide range of ages rank as "Uneven-aged."

D.R.6.

Plan of Operations: 19..... to 19.....

Estate:

SECTION III

OBJECTS OF MANAGEMENT

D.R.7.
(Old D.4)

Plan of Operations: 19..... to 19.....

Estate:

SECTION IV

PRESCRIPTIONS FOR PLANTING, THINNING AND FELLING

Forest Years 19..... to 19.....

Areas to nearest Acre

	PLANTING including Natural Regeneration			THINNING (4)	FELLING (5)
	Broadleaved and Mixed (1)	Conifer (2)	Total (3)		
Total 1st to 5th years:					
PROVISIONAL ALLOCATION BY FOREST YEARS:					
1st Year 19.....					
2nd „ 19.....					
3rd „ 19.....					
4th „ 19.....					
5th „ 19.....					
Estimate: 6th to 10th Years:					

- Notes: (i) This form is supplemented by Appendices II, III and IV of this Plan of Operations [pages 46—48], which show in detail where it is proposed to carry out the prescribed planting, thinning and felling. Appendix I, Compartment Notes, should also be used to supplement this information.
- (ii) Where any partial planting is proposed, only the net area expected to qualify for grant should be shown.
- (iii) Partial fellings involving the removal of mature trees, e.g. to encourage the next crop, should be shown under "Felling," not under "Thinning." The whole area affected should be entered.

REMARKS

SECTION V

Plan of Operations: 19..... to 19.....

Estate:

PROPOSED METHODS OF WORKING

1. General Silvicultural Methods for Dealing with Existing Woods and Plantations

2. Methods of Regeneration to be Employed (Planting, Natural Regeneration, etc.)

3. Planting
(a) Species and Planting Distances

(b) Types of Fences, e.g. stock, rabbit, deer, etc.

D.R.9.

Plan of Operations: 19..... to 19.....

Estate:

(SECTION V CONTINUED)

4. Protective Measures against Fire

5. Protective Measures against Other Risks

6. Other Special Considerations

COMPARTMENT NOTES

Plan of Operations: 19..... to 19.....

Estate:

Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub-Compt. (2)	Area (3)	Brief Description of Site and Tree Crop (if any) at 1st October 19..... (4)	Work Proposed—with Dates (5)	Work Done—with Dates (6)

Note: A horizontal line should be ruled across this form at the end of the portion allotted to each Compartment or Sub-compartment.

PLANTING PROGRAMME

Plan of Operations: 19..... to 19.....

Natural Regeneration to be included

Areas to nearest Acre

Estate:

Name of Wood (1)	Total for 5 Forest		Provisional Allocation by Forest Years												Remarks (21)											
	Compt. Years 19..... to 19..... (2)		1st Year 19..... (3)		2nd Year 19..... (4)		3rd Year 19..... (5)		4th Year 19..... (6)		5th Year 19..... (7)		Total (8)													
	B.L. & Conifer Mixed (3)	Total (4)	B.L. & Conifer Mixed (6)	Total (7)	B.L. & Conifer Mixed (9)	Total (10)	B.L. & Conifer Mixed (12)	Total (13)	B.L. & Conifer Mixed (15)	Total (14)	B.L. & Conifer Mixed (18)	Total (19)	B.L. & Conifer Mixed (20)	Total (21)												
TOTAL																										

NOTES: (i) Partial planting must be marked by an asterisk *. Enter only the net area to be treated, i.e. that due for Planting Grant. Show the total area involved (in brackets) under "Remarks", and add the words "P.S. over 50%", or "P.S. under 50%", or "Unstocked", according to the area's previous classification in Section II (Form D.R.5).
 (ii) In woods Dedicated under Basis II, where partial planting raises stocking to 50% or over, a fifteen-year Maintenance Grant begins for the total area involved; Record Form 5, Column 3, makes provision for this.
 (iii) Indicate Natural Regeneration by "N.R.", Direct Sowing by "D.S."
 (iv) As the work is actually done, it will be shown on Record Form 1. (D.R. 14).

Plan of Operations: 19..... to 19.....

Estate:

THINNING PROGRAMME
Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub-Compt. (2)	Total for 5 Forest Years 19..... to 19..... (3)	Provisional Allocation by Forest Years					Remarks (9)
			1st Year 19..... (4)	2nd Year 19..... (5)	3rd Year 19..... (6)	4th Year 19..... (7)	5th Year 19..... (8)	
TOTAL								

NOTE:—As the work is actually done, it will be shown on Record Form 2. (D.R.15)

Plan of Operations: 19..... to 19.....

APPENDIX IV

Estate:

FELLING PROGRAMME
Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub-Compt. (2)	Total for 5 Forest Years 19..... to 19..... (3)	Provisional Allocation by Forest Years					Remarks (9)
			1st Year 19..... (4)	2nd Year 19..... (5)	3rd Year 19..... (6)	4th Year 19..... (7)	5th Year 19..... (8)	
TOTAL								

- NOTES:— (i) Where fellings will take place on areas classified in Section II as “ Under 50% Stocked ” or “ Unstocked, ” this should be noted in the Remarks column by “ P.S. Under 50% ” or “ U.S. ” to ensure that no deduction is made from the area eligible for Maintenance Grants (Dedication, Basis II, Record Form 5, Col. 6).
- (ii) Where the woods are Dedicated under Basis II, these, and all other fellings that are unlikely to affect the Maintenance Grant, should be marked with an asterisk, so*.
- (iii) A special note should be made of any partial fellings involving the removal of any mature trees, e.g. those to encourage the next crop, whether by natural regeneration or otherwise. The whole area affected should be entered, details being given under “ Remarks. ” The removal of immature trees to benefit the *present* crop should be entered as “ Thinning ” in Appendix III.
- (iv) As the work is actually done it will be shown on Record Form 3 (D.R.16.)

STATEMENT OF AREAS PLANTED

Plan of Operations: 19..... to 19.....

Estate: Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub- Compt. (2)	Forest Year.....			Forest Year.....			Forest Year.....			Forest Year.....			Totals for 5 Years			Remarks (21)				
		B.L. & Mixed (3)	Conifer (4)	Total (5)	B.L. & Mixed (6)	Conifer (7)	Total (8)	B.L. & Mixed (9)	Conifer (10)	Total (11)	B.L. & Mixed (12)	Conifer (13)	Total (14)	B.L. & Mixed (15)	Conifer (16)	Total (17)		B.L. & Mixed (18)	Conifer (19)	Total (20)	
TOTAL																					

NOTES: (i) Partial planting must be marked by an asterisk *, Enter only the net area treated, i.e. that due for Planting Grant. Show the total area involved (in brackets) under "Remarks", and add the words "P.S. over 50%", or "P.S. under 50%", or "Unstocked", according to the area's previous classification in Section II (Form D.R. 5).
(ii) In woods Dedicated under Basis II, where partial planting raises stocking to 50% or over, a fifteen-year Maintenance Grant begins for the total area involved; Record Form 5, Column 3, makes provision for this.
(iii) Indicate Natural Regeneration by "N.R.", Direct Sowing by "D.S."
(iv) Proposals for planting appear in Appendix II. (D.R. 11).

Plan of Operations: 19..... to 19.....

RECORD FORM 2

Estate:

STATEMENT OF AREAS THINNED
 Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub- Compt. (2)	Forest Year 19..... (3)	Forest Year 19..... (4)	Forest Year 19..... (5)	Forest Year 19..... (6)	Forest Year 19..... (7)	Total for 5 Years (8)	Remarks (9)
TOTAL								

NOTE:—Proposals for thinning appear in Appendix III (D.R.12.)

Plan of Operations: 19..... to 19.....

RECORD FORM 3

Estate:

STATEMENT OF AREAS FELLED
Areas to nearest Acre

Name of Wood (1)	Compt. and/or Sub- Compt. (2)	Forest Year 19..... (3)	Forest Year 19..... (4)	Forest Year 19..... (5)	Forest Year 19..... (6)	Forest Year 19..... (7)	Total for 5 Years (8)	Remarks (9)
TOTAL								

- NOTES:— (i) Any areas classified in Section II as “ Under 50% Stocked ” or “ Unstocked ” should be shown by: “ P.S. under 50% ” or “ U.S. ” in the “ Remarks ” column, to ensure that no deduction is made from the area eligible for Maintenance Grants (Dedication, Basis II, Record Form 5, Col. 6).
- (ii) Where the woods are Dedicated under Basis II, an asterisk (*) is used to indicate these and also any other fellings that will not affect the Maintenance Grant.
- (iii) A special note should be made of any partial fellings involving the removal of mature trees, e.g. those to encourage the next crop, whether by natural regeneration or otherwise. The whole area should be entered, details being given under Remarks. The removal of immature trees to benefit the present crop should be entered as Thinning on Record Form 2.
- (iv) Proposals for felling appear in Appendix IV (D.R.13.)

D.R.17
(Old D.12)

SUMMARY CONTROL SHEET

Plan of Operations: 19..... to 19.....

Estate: Areas to nearest Acre

Forest Year (1)	Operation (2)	Prescribed Section IV (3)	Total for Year		Cumulative Total to End of Year			Explanation of any major departure from Plan (9)
			Completed (Records Forms 1-3) (4)	Excess (+) or Deficit (-) (5)	Prescribed (6)	Completed (7)	Excess (+) or Deficit (-) (8)	
1st 19.....	(1) Planting or Natural Regeneration (2) Thinning ... (3) Felling ...							
2nd 19.....	(1) Planting or Natural Regeneration (2) Thinning ... (3) Felling ...							
3rd 19.....	(1) Planting or Natural Regeneration (2) Thinning ... (3) Felling ...							
4th 19.....	(1) Planting or Natural Regeneration (2) Thinning ... (3) Felling ...							
5th 19.....	(1) Planting or Natural Regeneration (2) Thinning ... (3) Felling ...							

Plan of Operations: 19..... to 19.....
Estate:

ANNUAL SUMMARY OF TOTAL AREA QUALIFYING FOR MAINTENANCE GRANTS:
WOODS DEDICATED UNDER BASIS II

Areas to nearest Acre

Forest Year ended 30th Sept.	Areas considered for Grants			Areas ceasing to qualify for Grants			Net Area due for Grant (Col. 4 less Col. 8)	Remarks	
	At start of year (equals Col. 9 of previous year where applicable)	Areas planted, naturally regenerated, upgraded or otherwise accepted during year (3)	Total (Cols. 2 and 3)	Fifteen year Grant period exhausted	Withdrawn before expiry of fifteen-year grant period owing to:	Total (Cols. 5, 6 & 7)			
(1)	(2)	(3)	(4)	(5)	Felling (6)	Other causes e.g. fire or failure (7)	(8)	(9)	(10)
19.....									
19.....									
19.....									
19.....									
19.....									

NOTES: (1) Column (3). Areas naturally regenerated, restocked by partial planting, or otherwise upgraded, will normally be accepted when at least 50% of the ground is occupied by a future crop. Care must be taken not to include any areas already qualifying for Maintenance Grant.
 (2) Column (3). When woods are upgraded from "Under 50% Stocked" to "50% Stocked or Over", the area entered in Column 3 will be the total of ground newly qualifying for grant and will normally exceed the total planted, as explained on Record Form 1, Note (ii). Give details under Remarks.
 (3) Column (6). Where approved partial felling is carried out during the first fifteen years of dedication, the grant will not normally be withdrawn unless and until the stocking falls below 50 per cent. Where an area is being naturally regenerated, it may, at this stage, fall to be entered in Col. (3), so that the grant may continue without interruption.
 (4) This form will be completed annually after the Forestry Commission Officer concerned has inspected the woods and assessed the area due to rank for Maintenance Grants.

Appendix IV

FORM OF ACCOUNT—BASIS I

.....Estate Forestry Commission Conservancy (Dedicated Area.....acres)

Account of Forestry Operations for year ended.....19.....

Annual Programme to be as prescribed in the Agreed Plan of Operations,
and any items of Capital Expenditure to be subject to prior approval.

PAYMENTS		£	s.	d.	RECEIPTS		£	s.	d.
1.	Rates on Land and on premises used for Forestry purposes				11.	Sales of Nursery Produce			
2.	Labour				12.	" Timber			
3.	Seeds, Plants and Materials purchased				13.	" Thinnings, poles, etc.			
4.	Supervision and Management				14.	" Minor Forest Produce, e.g., bark, underwood, faggots and firewood			
5.	Insurances (Fire, National Health, Unemployment, Workmen's Compensation)				15.	Other receipts, viz:—			
6.	Tools, Plant and Equipment— (a) New... .. (b) Repairs and renewals				16.	Timber and other Forest and Nursery Produce used on estate and non-dedicated woods			
7.	Hire of Transport and Implements								
8.	Workers' Housing— (a) Rents (b) Allowances (c) Rates (d) Repairs								
9.	New Works (housing, roads, etc.), viz:—								
10.	Other Expenses, viz:—								
	Balance					Balance			

Net annual value of land used for Forestry purposes

(Note. This will be allowed as an additional expense in computing the grant.)

ADDITIONAL INFORMATION REQUIRED

£ s. d.

(a) Work done		For Inland Revenue Purposes
Preparation of ground	acres	Net Schedule A Assessment
New fences (permanent)	chains	Land Tax
New drains (permanent)	chains	Tithe Rent Charge Annuity or Sluicend
Planting, Underplanting and Direct		Cost of new fences (permanent)
Sowing	acres	Cost of new drains (permanent)
Plants used for Planting and Underplanting	thousands	
Beating up	acres	
Plants used for beating up	thousands	
Weeding: 1st year	acres;	
2nd year	acres; 3rd and later years	
Cleaning	acres	
Brushing and Pruning	acres	
Thinnings, 1st	acres; 2nd.	
.	acres; 3rd.	
Felling	cu. ft.	
Stocks at end of year (12, 13 and 14 above)	cu. ft.	
New Works (Description):—		
Other Work (Description):—		

(b) *Explanation of any exceptional costs and items.*

I declare the foregoing to be a full and true account to the best of my judgment and belief.

Signature
Address

Date.....

Notes. 1. *The form of account here adopted for dedication under Basis I, with the additional information, is intended to meet the requirements of the Inland Revenue Department, as well as those of the Forestry Commissioners. Further information on the taxation of woodlands will be found in Forestry Commission Leaflet 12, Income Tax and Death Duties on Woodlands, H.M.S.O., 6d.*

2. *Under Basis II, Owners are not required by the Forestry Commissioners to render accounts in respect of their dedicated woodlands.*

Appendix V

OTHER GRANTS AVAILABLE TO WOODLAND OWNERS

(1) **Small Woods Grants**

All woodlands are suitable for dedication if they are capable of economic management, and the Commission welcomes proposals for dedication from any owner however small his woods, or his total woodland estate, may be. There may however be legitimate reasons against the dedication of very small woodland estates, or the inclusion of small outliers, policy woods, etc., in a dedication scheme on a larger estate. For this reason, Small Woods Planting Grants (at present £17 per acre) are payable in the following cases:—

A. On any estate (irrespective of the total woodland area):

- (a) Detached woods less than 5 acres in area.
- (b) Narrow strips and belts of woodland, e.g. those averaging 3 chains or less in width, which are detached or are only joined to larger blocks at one end.
- (c) Detached woods of bad access, not exceeding 15 acres if of good shape, but up to 30 acres if the shape is bad.

B. On an estate with a total woodland area of less than 150 acres:

All woods irrespective of size, shape and accessibility, provided that there is no individual accessible wood of good shape exceeding 35 acres in extent.

(2) **Approved Woodlands Grants**

A planting grant (at present £8 . 10 . 0 per acre) is payable in respect of planting in any woods which, though not dedicated, are managed according to a plan approved by the Commissioners. The form of plan usually adopted is that shown in Appendix III.

(3) **Scrub Clearance Grants**

This grant is payable only in respect of dedicated woodlands, small woodlands eligible for Small Woods Planting Grants and woodlands managed under a plan approved by the Forestry Commissioners.

It is payable for the clearance of unproductive scrub, the clearing of which is estimated to cost more than £17 net per acre, from land which the owner undertakes to restock with trees.

The present rates are:

- (i) For areas estimated to cost more than £17 net per acre to clear, but less than £27 net: £8 10s. 0d. per acre.
- (ii) For areas estimated to cost more than £27 net per acre to clear: £13 10s. 0d. per acre.

The normal planting grant, applicable to each description of woodland, will be payable in addition.

(4) Thinning Grants

A grant (at present of £3 15s. 0d. per acre) is payable in respect of the first and second thinnings of all woodlands, whether dedicated or not. A stand, to be eligible for a grant, must be within certain limits of height or alternatively, of girth.

(5) Poplar Planting Grants

Grants are payable for the planting of poplar, of varieties generally immune from canker. At present the rates are as follows:

*In compact blocks (minimum acreage
in one year—2 acres) ... —Dedicated estates, £17 per acre.
Approved woodlands,
£8 10s. 0d. per acre.
Elsewhere, £8 10s. 0d. per acre.*

*In lines (not less than 100 trees in
one year) ... —2/- per tree.*

Appendix VI

ADDRESSES OF CONSERVATORS OF FORESTS

ENGLAND

NORTH WEST

J. S. R. Chard,
Forestry Commission,
Upton Grange,
Upton Heath, Chester
(Chester 24006/7)

Cumberland, Westmorland, Lancashire, part West Riding of Yorkshire (Lune and Ribble Valleys), Cheshire, Shropshire, part Herefordshire (north-west of Leominster), Staffordshire, Warwickshire, Leicestershire, Nottinghamshire and Derbyshire.

NORTH EAST

G. J. L. Batters,
Forestry Commission,
Briar House,
Fulford Road, York.
(York 4684).

Northumberland, Durham, Yorkshire (except that part of West Riding in Lune and Ribble Valleys).

EAST

G. W. Backhouse,
Forestry Commission,
Block D,
Brooklands Avenue,
Cambridge.
(Cambridge 54495).

Lincoln, Rutland, Norfolk, Cambridge, Northamptonshire, Bedfordshire, Oxfordshire, Buckinghamshire, Hertfordshire, Essex, Suffolk, and Huntingdonshire.

SOUTH EAST

R. H. Smith,
Forestry Commission,
"Danesfield,"
Grange Road,
Woking, Surrey.
(Woking 2270/1).

Berkshire, London, Middlesex, Kent, Sussex, Surrey and Hampshire (except New Forest and Isle of Wight).

SOUTH WEST

C. A. Connell,
Forestry Commission,
Flowers Hill,
Brislington, Bristol 4.
(Bristol 78041/5).

Herefordshire (except part north-west of Leominster), Gloucestershire, Wiltshire, Dorset (west of Salisbury—Blandford—Poole Road), Worcestershire, Somerset, Devon and Cornwall.

DEPUTY SURVEYOR, NEW FOREST

E. Wynne Jones,
Forestry Commission,
The Queen's House,
Lyndhurst, Hants.
(Lyndhurst 300).

Part Hampshire (New Forest and Isle of Wight), part Dorset (east of Salisbury—Blandford—Poole Road).

DEPUTY SURVEYOR,
FOREST OF DEAN
R. G. Sanzen-Baker,
Whitemead Park,
Parkend, Lydney, Glos.
(Whitecroft 305).

Forest of Dean.

SCOTLAND

NORTH

J. A. Dickson,
Forestry Commission,
60 Church Street,
Inverness.
(Inverness 223 and
608/9).

Caithness, Sutherland, Ross and Cromarty,
Inverness, part Argyll (Mull and areas west of
Loch Linnhe), Nairn (except north-east corner),
Moray (southern areas only), Orkney, Zetland.

EAST

F. W. A. Oliver,
Forestry Commission,
6 Queen's Gate,
Aberdeen.
(Aberdeen 33361/2).

Nairn (north-east corner only), Moray (except
southern areas), Banff, Aberdeen, Kincardine,
Angus, Kinross, Fife (except south-west corner),
part Perth (areas north and east of Crieff).

SOUTH

J. A. B. Macdonald,
Forestry Commission,
Greystone Park,
Moffat Road,
Dumfries.
(Dumfries 1156).

Midlothian, East Lothian, Berwick, Roxburgh,
Selkirk, Peebles, Dumfries, Kirkcudbright, Wig-
town, part Ayr (south of Kilmarnock), part
Lanarkshire (south-east of Lanark).

WEST

J. E. James,
Forestry Commission,
112 West George St.,
Glasgow, C.2.
(Douglas 7261).

Argyll (except Mull and areas west of Loch
Linnhe), part Perth (areas south and west of
Crieff), Stirling, Dunbarton, Renfrew, Clack-
mannan, part Fife (south-west corner only),
part Ayr (north of Kilmarnock), part Lanark-
shire (north-west of Lanark), West Lothian, Bute.

WALES

NORTH

F. C. Best,
Forestry Commission,
15 Belmont,
Shrewsbury.
(Shrewsbury 4071/2).

Anglesey, Caernarvon, Denbigh, Flint, Merion-
eth, Montgomery, Radnor, Cardigan, except
south-west and south-east.

SOUTH

J. Q. Williamson,
Forestry Commission,
St. Agnes Road,
Gabalfa, Cardiff.
(Cardiff 33051).

Pembroke, Carmarthen, Brecknock, Glamorgan,
Monmouth, south-western and south-eastern
parts of Cardigan.

RECENT FORESTRY COMMISSION PUBLICATIONS

REPORTS

	s.	d.	s.	d.
Annual Report for the Year ended 30th September, 1954 (H.C. 18)	3	6	(3	8½)
Report on Forest Research for the Year ending March, 1955	5	6	(5	9½)

BULLETINS

No. 21 Tree Root Development on Upland Heaths	10	6	(10	9½)
No. 23 Mull and Mor Formation in Relation to Forest Soils	10	0	(10	3½)
No. 24 The Volume-Basal Area Line. A Study in Forest Mensuration	9	0	(9	3½)
No. 25 Studies of North West American Forests in Relation to Silviculture in Great Britain	6	0	(6	3½)

BOOKLETS

No. 4 Rusts of British Forest Trees	2	6	(2	7½)
-------------------------------------	---	---	----	-----

LEAFLETS

No. 8 Megastigmus Flies Attacking Conifer Seed	6		(7½)	
No. 33 Collection and Storage of Ash, Sycamore and Maple Seed	6		(7½)	
No. 34 Badgers in Woodlands	9		(10½)	
No. 35 Pine Sawflies	9		(10½)	
No. 36 The Crossbill	9		(10½)	

From H.M. Stationery Office, York House, Kingsway, London, W.C.2, or through any bookseller. *Prices in brackets include postage.*

UNPRICED PUBLICATIONS

Grants for Woodland Owners
 The Forestry Commission in Scotland
 Heath and Forest Fires: Instructions for Fire-fighting
 Forestry in Wales
 Hints on Controlling Grey Squirrels
 Traps for Grey Squirrels
 Training as a Forester
 Britain's New Forests
 Starting a School Forest
 Camping Facilities at National Forest Parks
 Books and Periodicals on Forestry and Allied Subjects

These unpriced items (not available from H.M. Stationery Office) and a full publication list will, on request, be sent free of charge by the Secretary, Forestry Commission, 25 Savile Row, London, W.1

Crown copyright reserved

Published by
HER MAJESTY'S STATIONERY OFFICE

To be purchased from
York House, Kingsway, London w.c.2
423 Oxford Street, London w.1
P.O. Box 569, London s.e.1
13A Castle Street, Edinburgh 2
109 St. Mary Street, Cardiff
39 King Street, Manchester 2
Tower Lane, Bristol 1
2 Edmund Street, Birmingham 3
80 Chichester Street, Belfast
or through any bookseller

Printed in Great Britain

S.O. Code No. 71—6—2—56

Printed in Great Britain under the authority of Her Majesty's Stationery Office
by M^cCorquodale & Co., Ltd., London, S.E.

A 2730 Wt. 4396 K 40 5/56