ITT RAYONIER, INC.,	:	Order Approving Settlement and
Appellant	:	Dismissing Appeal
	:	
v.	:	
	:	Docket No. IBIA 83-25-A
DEPUTY ASSISTANT SECRETARY--	:	
INDIAN AFFAIRS (OPERATIONS),	:	
Appellee	:	January 14, 1985

On April 5, 1983, the Board of Indian Appeals (Board) received a notice of appeal from ITT Rayonier, Inc. (appellant). Appellant sought review of a February 3, 1983, decision issued by the Deputy Assistant Secretary--Indian Affairs (Operations) (appellee), interpreting the requirements of Timber Contract No. I-101-Ind-1902, covering the Crane Creek Logging Unit on the Quinault Indian Reservation, executed on June 30, 1952, and due to expire on April 1, 1986.

By order dated April 21, 1983, the Board referred this appeal to the Hearings Division of the Office of Hearings and Appeals for an evidentiary hearing and recommended decision. The case was assigned to Administrative Law Judge L.K. Luoma. Judge Luoma held a pre-hearing conference on August 25, 1983.

On July 23, 1984, the Board received a motion for dismissal signed by representatives of and counsel for appellant and appellee. This motion was filed directly with the Board. On July 30, 1984, the Board received a memorandum from Judge Luoma in which he stated that he was willing to relinquish his jurisdiction in this matter. Judge Luoma, however, informed the Board that he had granted intervenor status to the Quinault Allottees Association (QAA) and that by letter dated July 13, 1984, QAA had objected to the proposed settlement.

By order dated August 2, 1984, the Board recalled the case from the Hearings Division and gave all parties until August 31, 1984, to file briefs addressing QAA's concerns and any rights it might have to object to a settlement reached by the principal parties to this appeal. Briefs were filed by all parties.

The first question for decision concerns QAA's rights to object to the settlement agreement. QAA was allowed to participate in the proceeding under 43 CFR 4.313. That section specifically states that it shall be liberally construed. It further states that "[p]ermission to intervene, to join parties, to appear, or for any other relief, may be granted for purposes and subject to limitations established by the Board." Here, Judge Luoma did not find it necessary to specify the limitations upon QAA's participation. The Board holds, however, that QAA's participation should not be allowed to create rights that

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it did not otherwise have. QAA is not a party to the contract at issue and has no legal right to represent any real-party-in-interest in the negotiation or modification of that contract. Its concurrence is not a prerequisite to the conclusion of a settlement of litigation arising because of the administration or performance of the contract.

Consequently, although it was proper for QAA to be allowed an opportunity to present the interests of some of its members to the Department, the fact that it does not completely endorse the settlement reached between the real parties in this case does not affect the validity of that settlement. Therefore, pursuant to the authority delegated to the Board of Indian Appeals by the Secretary of the Interior, 43 CFR 4.1, the settlement reached between appellant and appellee in this matter, executed on January 10, 1984, and received by the Board on July 23, 1984, is approved and this case is dismissed.

_____
Jerry Muskrat
Administrative Judge

We concur:

_____
Anne Poindexter Lewis
Administrative Judge

_____
Bernard V. Parrette
Chief Administrative Judge

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