

Field Service  
Western Washington Agency  
Hoquiam Sub-Agency  
Hoquiam, Washington

July 22, 1960

Mrs. Edith Baker Carswell  
7506 Fauntleroy Avenue  
Seattle 6, Washington

Dear Mrs. Carswell:

This is in response to your recent inquiry into the possibility of reforesting your Quinalt allotment #923, which is within the Crane Creek Unit, and has recently been logged, described as Lot 4, Section 2, Township 22 North, Range 11 West, consisting of 40.02 acres. The allotment was logged during the years 1955 through 1960, at which time all merchantable timber was removed.

The logged area was examined by the Forest Officer in charge for salvable material, of which he found very little.

It is our understanding that you are interested in reforesting the area under the Agricultural Conservation Program (ACP), conducted by the Agricultural Stabilization Conservation (ASC) Office, which provides for planting or seeding cost reimbursement to you. We are enclosing a copy of procedure to be followed by allottees applying for Federal Cost-Sharing Benefits for your information.

If we can be of further assistance to you, please feel free to write or call at our office, and we will be glad to help you in this matter.

Sincerely yours,

Spd Don W. Clark

Don W. Clark,  
Asst. Forest Manager

Charles Wain, Jr.  
Quinault Allot. #365 - 80 acres  
E $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec.19, Twp.23N, Rge.16W.

Recommendations:

Area #1. Approx. 9 acres.

Has good stocking of D. F. and W. Hemlock. This area needs some brush control to release these seedlings for maximum growth and survival. Basal spray with 2, 4, 5-D (4 lb. acid equivalent) in diesel oil at the rate of one gallon of chemical to 30 gallons of oil. The best time to apply is in March and early April just as the buds begin to swell.

Area #2. Approx. 9.5 acres.

This area is only 40% stocked or about one-half normal stocking. The area has Hemlock and D. F. that is doing well but some release is necessary. This should be done along with area #1. The area needs about 4 acres of planting to bring it up to normal stocking. Trees can be planted this winter and the brush basal sprayed next spring along with area #1.

Area #3. Approx. 12 acres.

This area is very poorly stocked with D. F. and Hemlock. There is a severe brush problem here that needs immediate attention. If a desirable stocking of D. F. or Hemlock is obtained, some scarification with bulldozers is necessary. Good scarification along with planting is the easiest and surest method of attaining the desired stocking.

Area #4. Approx. 33.5 acres.

This area is poorly stocked with Hemlock but the stocking is very uniform in distribution. If some limited spot planting with D. F. is done this winter, the area could be brought up to normal stocking. A severe brush problem exists here and the same treatment should be used as recommended in area #2.

Area #5. Approx. 16 acres.

This area should be planted with D. F. in the areas not stocked with Alder. This Alder is very thrifty and of very good quality. The cost of removal and planting would not be justified. Some of this Alder is 20 years old and will in 15-20 years be ready for harvest. Any planting in this area should be treated the same as in area #2.

Conclusion:

All of the above recommendations are not easily followed economically and should be given some thought. These recommendations are the bare minimum to insure adequate stocking on the 80 acres. There is no room for compromise.

If you have definite plans to do a specified amount of reforestation, under A. C. P. cost sharing, you should get together with Onio Palkonen and me for a discussion and layout on the area.

If I can assist you further, please call on me.

Steven E. Lewis  
Farm Forester  
September 16, 1960

SEL:hh

cc: O. Palkonen

John W. Libby, Forest Manager

June 6, 1961

Don W. Clark, Asst. Forest Manager

**Reproduction Survey - Taholah Logging Unit - Quinault Reservation**

Enclosed, in duplicate, is a report of a reproduction survey on the Taholah Logging Unit that has been prepared by Wayne D. Turner, Forester. The survey was conducted on areas logged prior to 1956, approximately 2,600 acres, to determine the extent of natural reproduction.

One report is for the Central Office, the other for the Area Office. We have retained one for our files here.

The report points out that of the 2,600 acres surveyed, approximately 2,040 acres (79%) were found to be less than 2-bar stocking; approximately 40% of the total area sampled was non-stocked. Most all of the non-stocked areas contain heavy accumulations of cedar slash, and are located on relatively flat ground. On many of these areas, we have attempted to alleviate this situation by burning the slash on many landings, and in some instances, entire settings. While burning removes most of the slash fuels and reduces the fire hazard as well as exposes mineral soil, the fact remains that, particularly on flat ground, if reproduction does not become established in the young trees, and brush becomes so well established that reproduction has little or no chance of "taking hold". Because of this, many private companies, as well as the State of Washington and the Forest Service plant all of their cut-over lands as soon as possible following logging with Douglas-fir stock. Experimental planting by our Forestry personnel show that Douglas-fir does remarkably well even on areas which previously were cedar types.

We believe satisfactory restocking has been achieved for high-lead operations on steep topography, especially where the original stands were predominately hemlock and silver fir or a mixture of hemlock, silver fir and cedar. The areas that are restocking are returning predominately to hemlock and silver fir. Even the better cedar sites on broken, steep topography are becoming restocked with hemlock and silver fir.

The size of the cutting blocks on the unit do not appear too large. Our examination reveals that the logging block lay-outs to date have resulted in conditions favorable to regeneration of the clear-cut blocks and minimum wind damage to reserve stands.

I believe that one of the most significant points brought out by our examination is that in pure cedar types, especially where the ground is level, planting will be necessary in order to assure the establishment of a new tree crop with minimum loss of site to brush competition.

Wayne Turner did an excellent job on the report and is to be complimented. He also participated in the field work.

A reproduction survey is presently being accomplished on the Crane Creek Logging Unit. As soon as the project is completed, we will send copies of the report to the Area and Central Offices.

— Sgd. Don W. Clark

Asst. Forest Manager

Western Washington Indian Agency  
1620 Hewitt Avenue  
Everett, Washington

June 7, 1961

Mr. R. D. Holts

Area Director, Portland, Oregon

Dear Mr. Holts:

Enclosed in duplicate is a report by Wayne D. Turner, Forester, dated March 28, 1961, covering a reproduction survey on the Taholah Logging Unit, Quinault Indian Reservation. Also enclosed is Assistant Forest Manager Clark's memorandum of June 6, 1961, in which he comments on the report.

We have long recognized the problem of securing reproduction by natural seeding on spruce bottoms and on cut-over cedar lands. This report emphasizes this problem.

However, unless gratuity funds can be provided for reforestation of allotted lands, there is little more we can do than is now being done to improve the situation.

We have inaugurated salvage operations on both the Taholah and Crane Creek Units to secure better utilization of the timber cut and to remove more material from the ground as an aid to natural reseeding. This program has been in operation on the Taholah Unit for a number of years. It is just getting started on the Crane Creek. Following salvage operations, landings and heavy slash accumulations are burned as conditions permit. Experimental plantings have been made to demonstrate the results that can be obtained. Allottees have been urged, through the Quinault Newsletter, and by personal contacts, to take advantage of the benefits offered by the Agricultural Conservation Program.

Results of these efforts are not encouraging. None of the allottees has yet taken any action to accomplish reforestation of his allotment under the conservation program, although a few have expressed interest. It seems clear that reforestation accomplished will continue to be by natural means or by the efforts of this Agency.

We agree with Mr. Clark that Mr. Turner is to be commended for an excellent report.

Sincerely yours,

(SGD) M.L. SCHWARTZ

ACTING Superintendent

Enclosures

Copy to Hoquiam Sub-Agency ✓

JUN 19 1961

Commissioner, Bureau of Indian Affairs

Washington 25, D. C.

Attention: Branch of Forestry

Dear Sir:

Enclosed are copies of the following:

1. Letter dated June 7, 1961 from M. L. Schwartz, Acting Superintendent, to R. D. Holtz, Area Director.
2. Memorandum of June 6, 1961 from Don W. Clark, Assistant Forest Manager, to John W. Libby, Forest Manager.
3. "Report of Reproduction Survey on the Taholian Logging Unit, Quinault Indian Reservation, Washington," by Wayne D. Turner, Forester.

Mr. Turner's excellent report clearly illustrates the need for further action if adequate reproduction is to be acquired on cut-over lands in the western Washington area. This is particularly true of the cedar area.

We shall continue to try to devise methods of improving this situation and shall appreciate any suggestions which you wish to make on this subject.

Sincerely yours,



Acting Area Director

Enclosures

cc: Supt., Western Washington Agency  
Noquima Subagency



Field Service  
Western Washington Agency  
Hoquiam Sub-Agency  
Hoquiam, Washington

April 11, 1962

Mr. Paul E. Petit  
Esy Center, Washington

Dear Mr. Petit:

Our foresters finished their inspection of the Ida S. Petit allotment No. 537 and the Elizabeth Springer allotment No. 592. It took longer than I anticipated to inspect the Ida S. Petit tract because of its inaccessibility. Our boys had to ride a "speeder" on Rayonier's mainline railroad, then walk into the allotment from the railroad.

The following is a brief description on each tract:

1. Ida S. Petit #537 - Lot 2 and SW1/4 Section 3, Township 22 North, Range 10 West, Willamette Meridian, Washington. This allotment is located in the Quinalt Lake Unit on the south bank of the Quinalt River. Most of the area is well stocked with 30-year old hemlock. A small area in the central portion of the allotment is moderately stocked. An old railroad grade was noted along the south boundary of the tract. The hemlock is about 50 feet in height. There are no roads into the area.
2. Elizabeth Springer #592 - SW1/4 Section 35, Township 22 North, Range 11 West, Willamette Meridian, Washington. This allotment is located in the Cook Creek Unit. Elk Creek flows along the east side of the area with alder stands found along the creek bottoms. Most of the area is lightly stocked with hemlock, spruce, cedar, pine and Douglas-fir trees 10-15 years old. The southwest and extreme western part of the allotment is non-stocked. The entire tract was burned in 1941. An old railroad grade runs up into the allotment from the south. No salvable material remains on the area.

We hope the above information will be of interest to you.

Rayonier is still working on the logging road into the Marie Petit allotment No. 1315 located in block 65 in the Grand Creek Unit. As yet, we don't know the exact time logging will take place. We'll keep you posted on their operations.

We have checked on the procedure to be followed in applying for federal cost-sharing benefits for reforestation projects under the Agricultural Conservation Program. You should write or contact the Agricultural Stabilization Conservation, Old Wellons Building, Montesano, Washington and ask for Form 201 stating what you'd like to accomplish on your lands. Our office will be glad to assist you in supplying any information necessary in order to complete the required forms. The Agricultural Stabilization Conservation will advise you of benefits you are entitled to receive through their program.

If we can be of further service to you, please let us know.

Sincerely yours,

Don W. Clark  
Assistant Forest Manager

Field Service  
Western Washington Agency  
Hoquiam Sub-Agency  
Hoquiam, Washington

April 11, 1962

Mrs. Alice Medina  
572 Joyce Drive  
Port Huemeno, California

Dear Mrs. Medina:

On March 16, Mr. John W. Libby, Forest Manager, wrote to you and told you that we would inspect your allotment and advise you as to any planting that might be desirable.

We have now completed our inspection. The area is suitable for planting, and for the most part, no site preparation will be necessary. Planting should be accomplished within the next two years, so that seedlings can become established before the salal brush gets too tall.

During 1958, approximately 55 acres of the allotment were logged. The remaining acreage is cedar swamp lands containing non-merchantable timber. Natural reproduction has come in along the east and west sides of the allotment. There are approximately 10 acres of well stocked hemlock reproduction along the west boundary and about 15 acres of moderately stocked hemlock and silver fir reproduction along the east boundary. The remainder of the allotment is non-stocked, or lightly stocked in spots. Even though the salal brush is dense on some areas, it is only 3-4 inches high, so it would not bother hand planted stock.

Pine, spruce, silver fir and hemlock seedlings were noted throughout the logged over area. The best species to hand plant would be Douglas-fir. On the enclosed map, we have indicated the different areas of stocking by various colors. Most of the area shaded in red and brown could be planted with the exception of the area in red south of the logging road which is very swampy. Seedling survival in this area would be rather poor. The area shaded in green is well stocked and does not need planting.

To apply for federal cost-sharing benefits under the Agricultural Conservation Program, you must write or contact the Agricultural Stabilization Conservation, 601 Fellows Building, Montesano, Washington. They, in turn, will send you Form 291 to be filled out with such information as:

- (a) Description of property - Lots 7 & 8, Section 2, Township 23 North, Range 13 West, Willamette Meridian, Washington.
- (b) Number of acres to be planted or seeded - 40.
- (c) Month in which practice is to be started - January.

The ASC Office will notify the Farm Forester at the State Department of Natural Resources, Montesano District, who then will contact you or us regarding proposed projects.

If we can be of further assistance to you after you contact the ASC Office, please let us know.

Sincerely yours,

Ben W. Clark  
Assistant Forest Manager

John W. Libby, Forest Manager

May 4, 1962

Don W. Clark, Assistant Forest Manager

Reproduction Survey - Crane Creek Logging unit - Quinault Reservation

Enclosed, in triplicate, is a report of the reproduction survey on the Crane Creek Logging Unit, prepared by Foresters Collins and Turner. The survey was conducted to determine the extent of natural reproduction on approximately 1,498 acres logged prior to 1957. The reports with photographs are for the Area and Central Offices; the one without photos for your files. We have retained one copy with photos for our files.

The report points out that of the 1,498 acres surveyed, approximately 90 acres or 6% were non-stocked, 1,215 acres or 81% were stocked 10-40% (1-bar), 125 acres or 12% were stocked 40-70% (2-bar) and only 8 acres or about 1% were stocked more than 70% (3-bar).

By way of comparison, the results of our survey on both the Taholah and Crane Creek Units are as follows:

	<u>Taholah</u>	<u>Crane Creek</u>
Non-Stocked	40%	0%
10-40% (1-bar)	39%	81%
40-70% (2-bar)	21%	12%
70-100% (3-bar)	-	1%

The non-stocked areas in the Taholah Unit includes considerable acreage of spruce bottom lands along the Quinault River on which alder, big leaf maple and cottonwood now predominate. These areas are extremely slow to restock and establish naturally because of the amount of ground cover and swampy nature of the lands. The Crane Creek Unit does not have as much of the spruce bottomland type as found on the Taholah Unit.

Practically all of the blocks that were found to be non-stocked or showed 1-bar stocking contained predominately cedar timber and were located in areas where the topography is flat. All of these blocks contain heavy accumulations of cedar slash. Cedar salvage operations are now being concentrated in these areas.

It is the consensus of opinion by foresters of both private companies and public agencies that 2-bar stocking (40-70%) in the younger age classes is adequate for management purposes. It is adjacent to these areas that cutting blocks for the so-called "2nd and 3rd cycles" of operation will be considered initially. It is also interesting to note that the reserve stands adjacent to these areas are primarily hemlock and silver fir, with cedar representing only a very small percent of the total stand.

Practically all of the natural reproduction noted was hemlock, with a lesser amount of silver fir, even on the areas which originally contained cedar. Hemlock seed apparently has the ability to germinate and become established more readily than cedar under varying conditions and on all sites.

We have not as yet attempted to burn any landings or settings in the Crane Creek Unit. Even after salvage has taken place, it would be difficult to control burning of landings because of the flat topography in much of the area. Landings in steep topography can be burned with little danger of running thru the entire block, and unless a program of planting could be followed, it is not felt that controlled burning is the entire answer to aiding natural seeding establishment, especially where the surrounding or adjacent stands are predominately cedar.

I believe it is clearly pointed out in the report that if a new crop of trees is to be established with minimum loss of site to brush competition, hand planting should be accomplished. Our experimental planting of Douglas-fir 2-0 stock in the Taholah Unit on areas which previously contained cedar shows that this species is readily adaptable to a variety of sites. Survival has been very good on both poor and good sites and on burned and unburned areas.

In our preliminary budget estimates for fiscal year 1964 and in the planning estimates for fiscal years 1965, 1966 and 1967, we provided estimates we thought were essential for an adequate planting and seeding program on the Quinault and Wakah Reservations. Estimates for planting and seeding logged-over areas within the Crane Creek and Taholah Units were included.

At the time the results of the field work on the reproduction survey were being analyzed, Mr. Kenneth Hadley of the Portland Area forestry staff suggested it might be desirable to analyze the survey on a 1/250 acre plot basis. This was done and a small improvement in percent stocking was noted by this analysis. However, because of the young age and small size of the reproduction sampled, the four-acre plot (6.6' spacing) gave the better indication of the desired spacing.

Messrs. Collins and Turner have done an excellent job on the report. They also participated in the field work under Mr. Arthur Woll's direction. The photographs were taken by Mr. Harold Weaver.

Assistant Forest Manager

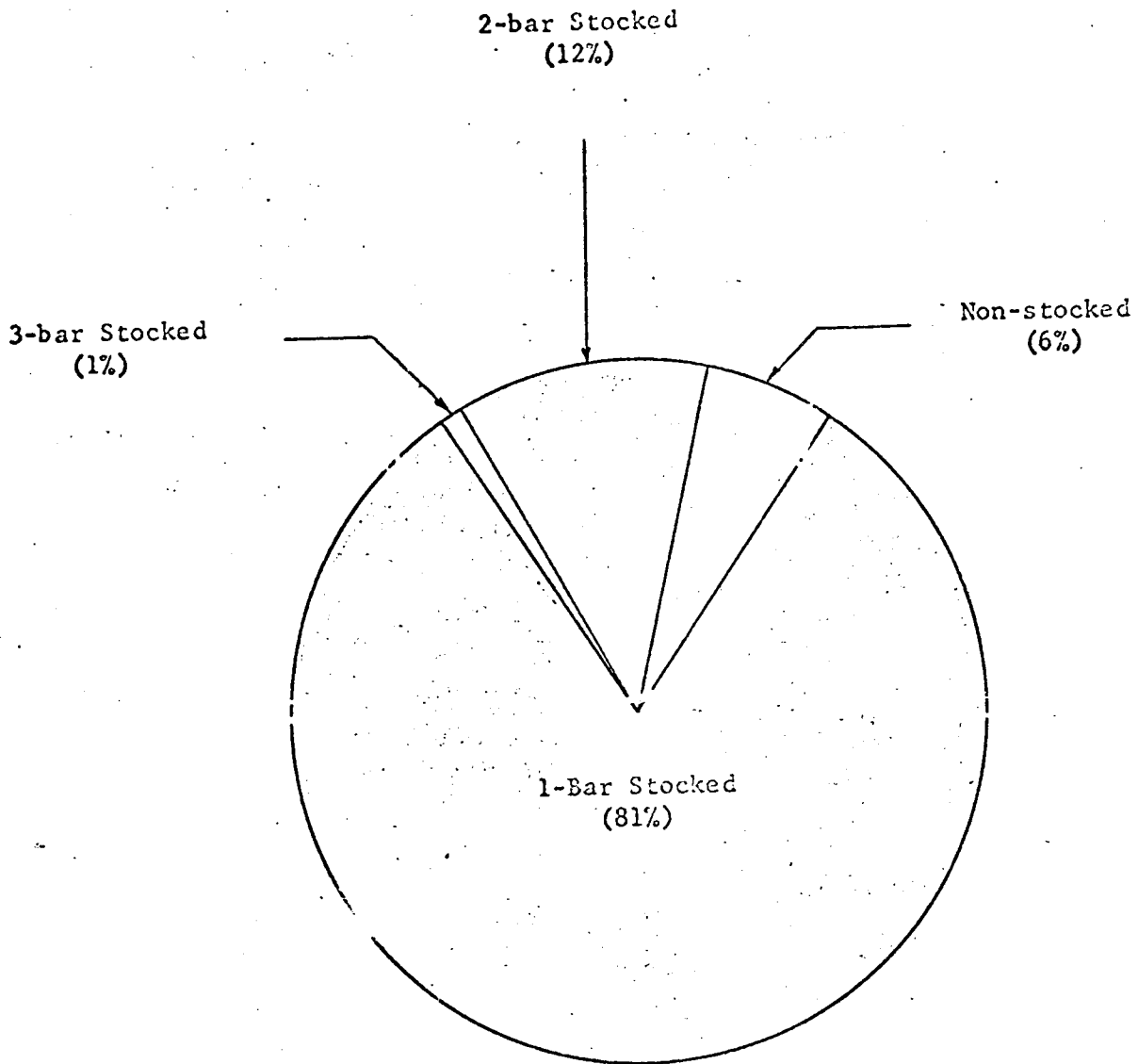
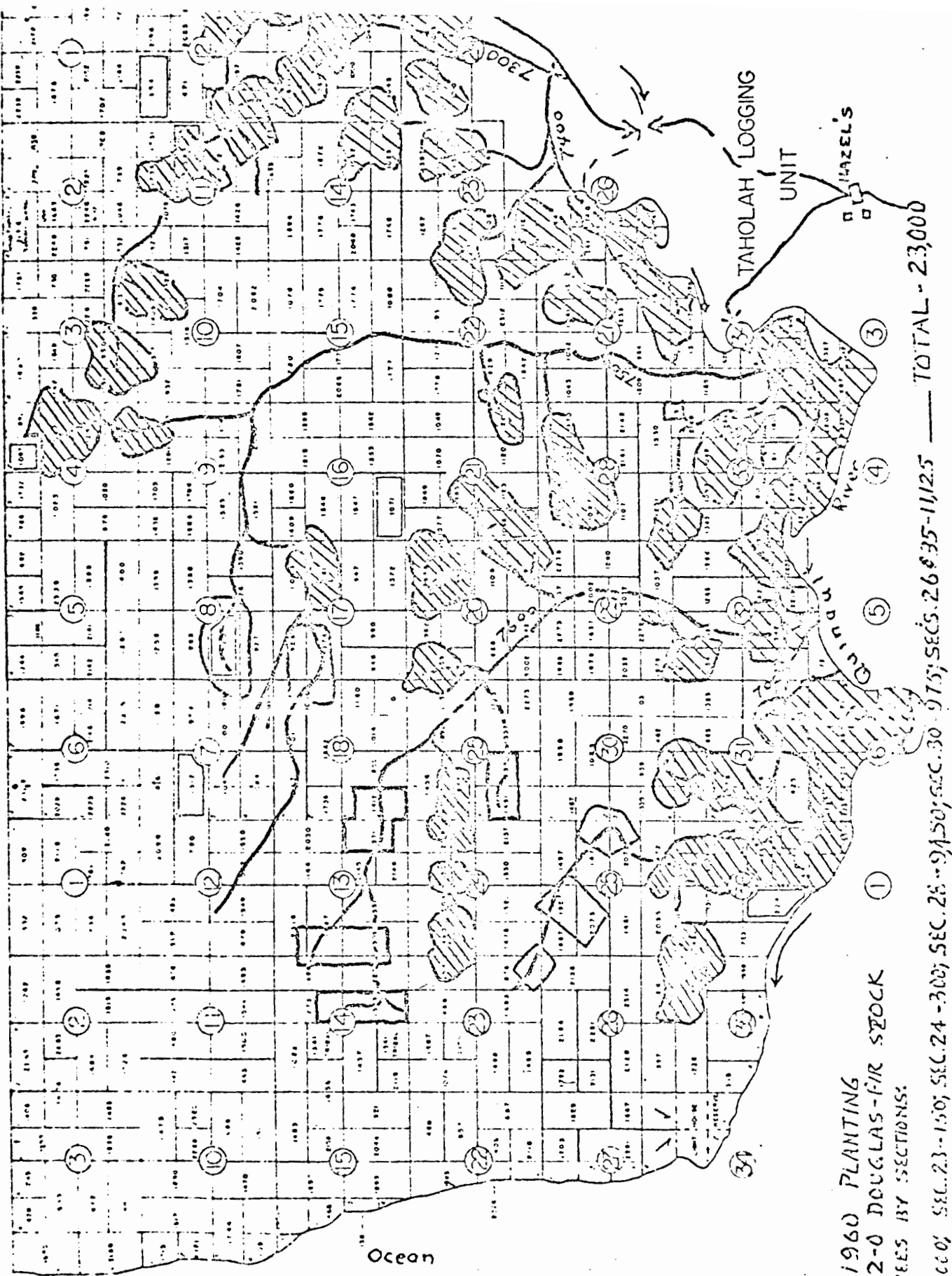


Figure 1 - Bar Stocking Representation on Cut-Over Lands on the Crane Creek Logging Unit.

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3398



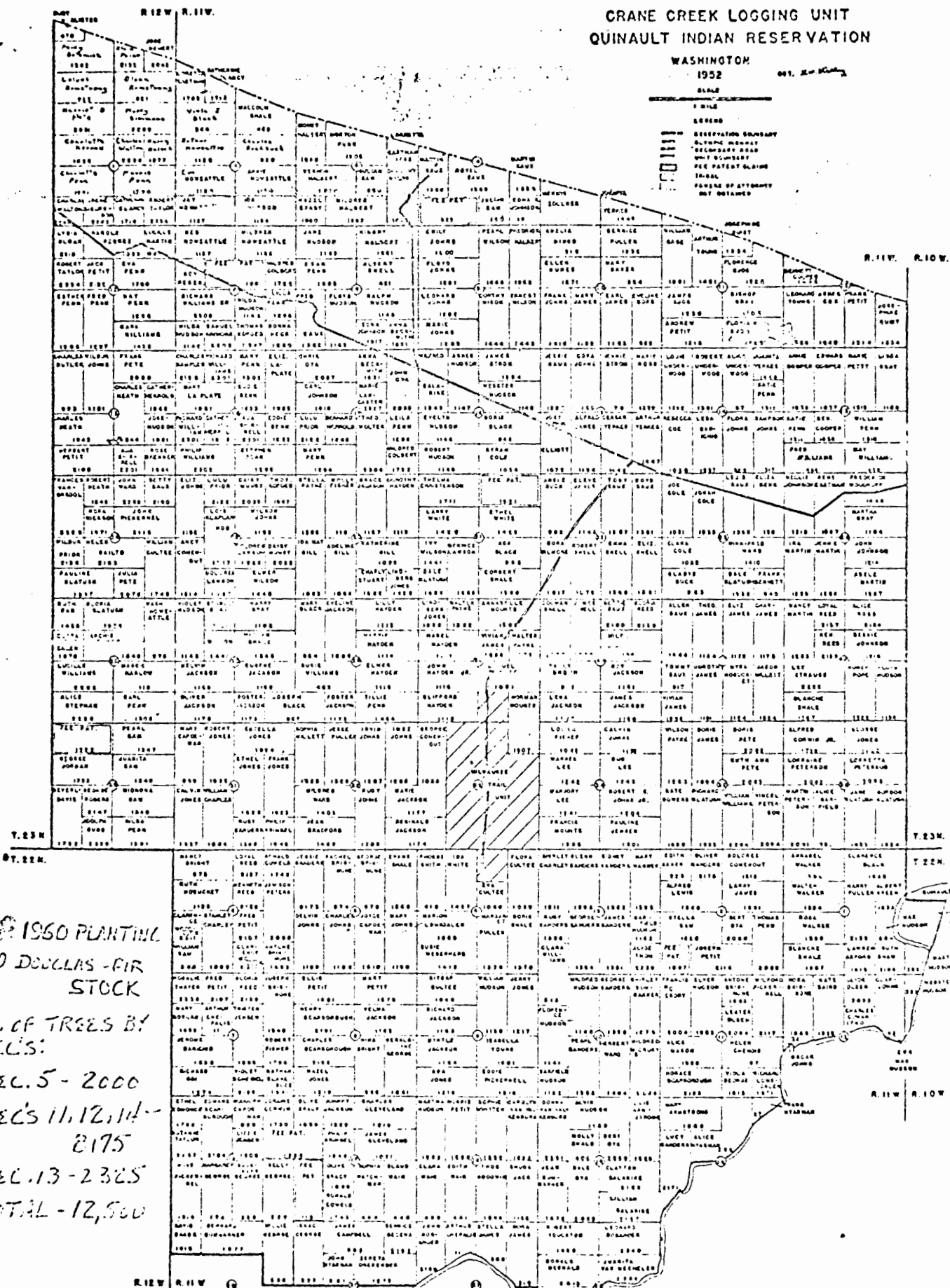
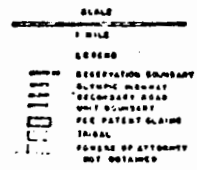
1960 PLANTING  
 2-0 DOUGLAS-FIR STOCK  
 NO. OF TREES BY SECTIONS:

SEC. 14 - 1000; SEC. 23 - 1500; SEC. 24 - 3000; SEC. 28 - 9150; SEC. 30 - 9750; SEC. 26 & 35 - 11250 — TOTAL - 23,000



# CRANE CREEK LOGGING UNIT QUINAUT INDIAN RESERVATION

WASHINGTON  
1952



1950 PLANTING  
 2-0 DOUGLAS-FIR  
 STOCK  
 NO. OF TREES BY  
 SECS:  
 SEC. 5 - 2000  
 SEC'S 11, 12, 14 -  
 2175  
 SEC. 13 - 2325  
 TOTAL - 12,500

R.11W R.10W

MAY 15 1962

Mr. George M. Felshaw

Superintendent, Western Washington Agency

Dear Mr. Felshaw:

We have read with interest the report of a reproduction survey on the Crane Creek Logging Unit, Quinault Reservation. The report, prepared by Foresters Turner and Collins, is the base for your conclusion that supplemental planting will have to be undertaken if satisfactory stocking is to be obtained.

In Mr. Clark's memorandum concerning the report, mention is made that an analysis of the survey on a 1/250 acre plot basis indicated a small improvement in percent stocking above that shown by the four-mil acre plot method used. We shall appreciate being advised of the differences involved.

Mr. Clark indicates that preliminary budget estimates for F.Y. 1964-67 include planting and seeding programs on logged over areas within the Crane Creek and Taholah Logging Units. We will appreciate being advised of the type of planting, species, and spacing being contemplated, as well as estimated per acre cost of such operations.

It appears that your Forestry staff considers 2-bar stocking (40-70 percent) to be adequate for management purposes. With 31 percent of the area studied containing 1-bar stocking (10-40 percent), it seems that the rate at which these areas progress from 1 to 2-bar stocking will have an important bearing on planning estimates as well as the evaluation of the adequacy of present stocking.

We appreciate receiving copies of the reproduction study report. Following your reply to the items mentioned above, a copy of the report will be sent to the Washington Office.

Sincerely yours,

(Sgd) PERRY E. SKARRA

Assistant Area Director

cc:

Western Subagency

Forestry 339.8  
Quinalt

Western Washington Indian Agency  
1620 Hewitt Avenue  
Everett, Washington

May 17, 1962

Mr. R. D. Holtr

Area Director, Portland, Oregon

Dear Mr. Holts:

Enclosed in duplicate is a report of a reproduction survey of cut-over blocks on the Crane Creek Logging Unit, Quinalt Reservation. This report was prepared by Foresters Wayne D. Turner and Donald D. Collins as of April 26, 1962. A memorandum to Forest Manager John W. Lilly from Assistant Forest Manager Ben W. Clark, dated May 4, 1962, accompanies the report.

The report clearly indicates that the cut-over blocks are not reforesting adequately. We concur with Mr. Clark's excellent analysis of the situation. It is quite evident that supplemental planting or seeding will have to be undertaken if satisfactory results are to be achieved.

Messrs. Turner and Collins are to be commended for a job well done.

Sincerely yours,

(Sgd) M.L. SCHWARTZ

Acting Superintendent

Enclosures  
Hoquiam ✓

MAY 26 1962

Forestry 339.5  
Crane Creek

Western Washington Indian Agency  
1620 Hewitt Avenue  
Everett, Washington

May 21, 1962

Mr. R. D. Holtz  
Area Director, Portland, Oregon

Dear Mr. Holtz:

Thank you for your letter of May 15, 1962, concerning our report of a reproduction survey on the Crane Creek Logging Unit, Quinault Indian Reservation.

The information requested will be assembled as expeditiously as possible. We hope to be able to present it early next week.

Sincerely yours,

(Sgd) W. J. DeCelle

ACTING Superintendent

cc: Hoquiam ✓

Area Forester, Portland Area Office

May 23, 1962

Hoquiam Sub-Agency

Annual Report on Forests and Windbreaks Planted Fiscal Year 1962  
(Reference: your letter 5/22/62)

In March of this year, approximately 1,500 Sitka spruce and grand fir seedlings were planted on four acres in the Taholah Unit along the Quinalt River. The seedlings, 2-0 stock, were purchased by the company. Our forestry personnel assisted in the planting. All of the trees were planted in Lot 9, Section 34, Township 22 North, Range 12 West, Willamette Meridian, Washington. The seedlings were planted on an experimental basis to determine the survival and adaptability of these species to river bottom sites. No lands were seeded.

Sgt. D. W. Clark

Assistant Forest Manager

Forestry-339.8  
Crane Creek

Field Service  
Western Washington Agency  
Hoquiam Sub-Agency  
Hoquiam, Washington

June 18, 1962

Mr. R. D. Holtz

Area Director, Portland, Oregon

Dear Mr. Holtz:

The information requested in your letter of May 15, relative to the reproduction survey on the Crane Creek Unit, has been compiled and analysed. For several months our forestry staff has been concerned with the various methods being employed by both industry and government agencies to examine reproduction areas. The four-mile acre plot method and the 1/250-acre plot method were both discussed with Mr. Vern Schmidt, Weyerhaeuser Company, Cosmopolis, Washington; Mr. Don Stahl, Weyerhaeuser Incorporated, Hoquiam, Washington; Mr. Norman Worthington, Olympic Research Center, Pacific Northwest Forest & Range Experiment Station, U. S. Forest Service, Olympia, Washington and Mr. Roger Harding, Washington State Department of Natural Resources, Olympia, Washington. In addition, the following publications were reviewed and analysed:

1. Procedure for Examining Reproduction Areas (Fir Regions). Weyerhaeuser Company, May 25, 1957.
2. Stocked Quadrats vs. Number of Trees as a Basis for Classifying Reforesting Land. Thornton S. Burger. Forest Research Notes No. 53, Pacific Northwest Forest Experiment Station, January 24, 1949.
3. Sampling Douglas-fir Regeneration Stands by the Stocked-Quadrat Method. R. W. Cowlin, Associate Forest Economist, Pacific Northwest Forest Experiment Station, Journal of Forestry, Volume XCI, No. 4, April, 1932.
4. Forest Management Manual. Department of Natural Resources, State of Washington. Chapter 07, Section .01, "Reproduction Sampling".

Enclosed, in duplicate, is a graph and table showing the bar stocking representation by 1/250-acre and mil-acre plots. Three-bar stocking by the 1/250-acre classification is needed to obtain the desired number of effectively spaced trees indicated by the lower limits of the two-bar as analysed by the mil-acre classification. As a result of our consultations and review of methods and procedures being utilized in examining reproduction areas, it is our opinion that the mil-acre plots give the better indication of desired stocking for small young seedlings, while the 1/250-acre plot seems preferable for older reproduction within stand-size class 1 (0-5 inches d.b.h.).

Preliminary budget estimates for Fiscal Year 1964-67 included costs for, primarily, hand planting of 2-0 Douglas-fir stock spaced about twelve feet by twelve feet. The estimated cost of hand planting is \$20.00 per acre. On the bottom lands along the Quinsault River and other streams, spruce is considered as the best species to plant. Aerial seeding is being contemplated for recently logged lands, particularly on the Makah Reservation, one-half pound Douglas-fir seed per acre. The cost for aerial seeding is estimated at \$10.00 per acre.

If you desire additional information, please let us know.

Sincerely yours,

(Sgd.) George M. Felshaw

Superintendent

Forestry Subj  
Mailroom Chrono  
Hoquiam Subj ✓  
Hoquiam Chrono

DEClark:kf

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July 5, 1952

Official Copy	
Enclosure	
22402	
DATE FILED	JUL 10 1952
CONF. OFFICE	11-230
Docket No.	

A. F. Hartung, President  
International Woodworkers of America  
1622 North Lombard Street  
Portland 17, Oregon

Dear Mr. Hartung:

Thank you very much for your letter of June 27th relative to the interest payments due members of the Quinalt Reservation from Kayonier and Aloha Lumber.

We have contacted the Department of the Interior to determine the current status of this problem, and found that action now seems to be up to the Comptroller General. Inasmuch as it was his decision to disallow the computation of the interest payments, the Department now wants to leave it up to the Comptroller General to determine what steps the companies must take. Their last correspondence with him was on May 18th of this year.

I am making a formal request that the Interior Department take steps to get action on this matter, and will send on to you any information I receive.

With best regards, I am

Sincerely yours,

Julia Butler Hansen  
Member of Congress

JRH:sk



July 9, 1962

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Commissioner  
Bureau of Indian Affairs  
Department of the Interior  
Washington 25, D.C.

Official File Copy

Enclosure	
90-200	11-231
INDEXED	
CONFIDENTIAL	
EXPIRES	

Dear Sir:

The enclosed letter, received from the President of the International Woodworkers of America, discusses a problem of great interest to the Quinault Indians in my district.

As is evident from this correspondence, the matter of the interest payments on timber purchases on the Quinault Reservation has been pending for a number of years. I would very much appreciate your doing everything possible to bring about a decision on this as soon as possible.

With thanks for your consideration, I am

Sincerely yours,

Julia Butler Hansen  
Member of Congress

JBH:sk  
Enclosure

Report

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UNITED STATES  
DEPARTMENT OF THE INTERIOR

Forestry

BUREAU OF INDIAN AFFAIRS

Portland Area Office  
Post Office Box 4097  
Portland 8, Oregon

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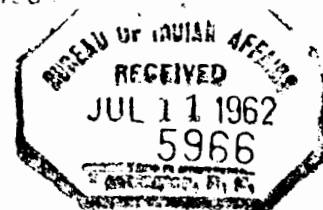
ENCLOSURE

90-290

DEFENDANT'S EXHIBIT NO. H-277

Court of Claims

Docket No. \_\_\_\_\_



Mr. A. F. Hartung  
1622 N. Lombard  
Portland, Oregon

Dear Mr. Hartung:

This is in reply to your telephone inquiry of February 24, 1960, concerning action we are taking in regard to cost allowances for interest on advance payments for timber purchased on the Quinault Indian Reservation. The advance payments were made by Rayonier Incorporated on the Crane Creek Unit and by Aloha Lumber Corporation on the Taholah Unit.

You asked when the Indians were required to make interest payments. In the studies that led to stumpage ratio adjustments under the Crane Creek and the Taholah Unit contracts in 1955 it was concluded the large sums tied up in advance payments represented a capital investment in the venture by the purchasers. It was therefore concluded that interest on this invested capital should be handled as a cost of production. It was so treated in the computations that led to the stumpage ratio adjustments, on which stumpage prices are based, made effective October 1, 1955. As you are aware, the Comptroller of the United States has since decided that the allowance for interest as a cost item was improper.

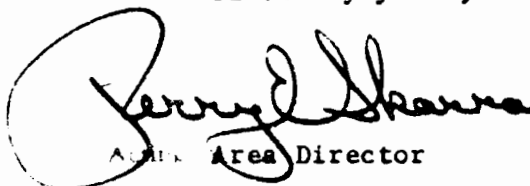
You asked how we are proceeding and are we checking into the amounts. The last official communication we have had concerning this case is copy of a letter to Hon. Joseph Campbell, Comptroller General of the United States, dated October 17, 1958, from Acting Secretary of the Interior Elmer F. Bennett. From this we learned that the Comptroller was holding action in abeyance pending outcome of the case of Warm Springs Lumber Company v. Fred A. Seaton, Secretary of the Interior, et al., Civil No. 9046, in the United States District Court for the District of Oregon. This latter case has since been settled without litigation to the advantage of the Warm Springs Indians.

Recently we were verbally informed that with settlement of the Warm Springs case the Comptroller General would soon be initiating formal action towards recovery of the cost allowances for interest on advance payments on the Quinault. Pending such action, we were to compute

the amounts that will be involved and to have such computations checked by the General Accounting Office. We are making the computations and are conferring with the GAO. It appears that the amounts may approximate \$100,000 for each contract. We are awaiting official instructions concerning the procedure to be followed.

You asked if all timber that has been cut under the contracts will be entitled to such adjustment. Only the timber cut during the period October 1, 1955 to March 31, 1957 will be entitled to the adjustment. Our records show that in the computations that led to the ratio adjustment made effective April 1, 1957, the controversial cost allowances for interest on advance payments were dropped from consideration.

Sincerely yours,

  
Area Director



UNITED STATES  
DEPARTMENT OF THE INTERIOR

Forest

BUREAU OF INDIAN AFFAIRS  
Portland Area Office  
Post Office Box 4097  
Portland 8, Oregon

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Enclosure	
90-400	
BUREAU OF INDIAN AFFAIRS	H-279
Court or Office	
Docket No.	

Mr. A. P. Hartung,  
1622 N. Lombard  
Portland, Oregon

Dear Mr. Hartung:

This is in reply to your telephone inquiry of February 24, 1960, concerning action we are taking in regard to cost allowances for interest on advance payments for timber purchased on the Quinault Indian Reservation. The advance payments were made by Rayonier Incorporated on the Crane Creek Unit and by Alona Lumber Corporation on the Taholah Unit.

You asked when the Indians were required to make interest payments. In the studies that led to stumpage ratio adjustments under the Crane Creek and the Taholah Unit contracts in 1955 it was concluded the large sums tied up in advance payments represented a capital investment in the venture by the purchasers. It was therefore concluded that interest on this invested capital should be handled as a cost of production. It was so treated in the computations that led to the stumpage ratio adjustments, on which stumpage prices are based, made effective October 1, 1955. As you are aware, the Comptroller of the United States has since decided that the allowance for interest as a cost item was improper.

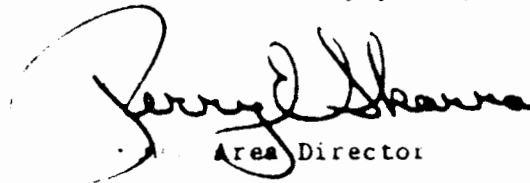
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Sincerely yours,

  
Area Director

A. F. HARTUNG  
PRESIDENT

CLAUDE BALLARD  
FIRST VICE-PRESIDENT

RONALD F. ROLEY  
SECOND VICE-PRESIDENT

JUN 29 1962

WILLIAM BOTKIN  
SECRETARY-TREASURER

# INTERNATIONAL WOODWORKERS OF AMERICA

*Affiliated with American Federation of Labor - Congress of  
Industrial Organizations and Canadian Labour Congress*

Local Unions in ROCKY MOUNTAINS  
PACIFIC COAST • CANADA  
ALASKA • SOUTHERN STATES  
CENTRAL STATES • LAKE STATES

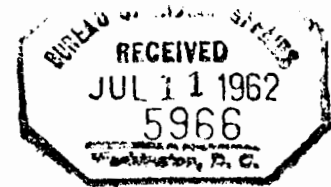


TELEPHONE BUTLER 5-5281  
1622 N. LOMBARD STREET  
PORTLAND 17, OREGON

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June 27, 1962

Honorable Julia Butler Hanson  
House of Representatives  
Washington 25, D. C.



Dear Congresswoman Hanson:

Enclosed you will find a copy of a letter I received in February 1960. I think the letter is self-explanatory and my reason for bringing this to your attention is that much of this timber is in the Congressional District that you represent.

I have written a considerable number of letters, made repeated inquiries as to when and how much these people are entitled to, will be decided and the money reimbursed to those who are entitled to it. Many of these Indians are in need of this money and it seems almost unbelievable that it would take our Government so long to bring about a settlement relative to the interest charges they charged the timber owners.

I would appreciate very much if you would look into this matter and use your influence to see if it isn't possible to bring this problem to a successful conclusion.

As you know our International Union has been vitally interested in the problems of the Indians to see that they receive some form of justice. It may be that if you lend your voice to the Department of Interior that we will get some action. It would seem to me that the Indians are entitled to not only receive the overcharge but interest on the money that these people held out in violation of the contract when it was made with the various companies.

Thanking you in advance for your cooperation, I remain

Sincerely yours,

*A. F. Hartung*  
A. F. Hartung  
International President

afh...lw  
oeiu #11 afl-cio

Official File Copy	
Enclosure #	
SO-2-20	
DEPARTMENT OF THE INTERIOR	H-275
Court of Claims	
Docket No.	



JUL 17 1962

IN REPLY REFER TO:

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON 25, D. C.

Forestry  
162-57  
(5966)

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JUL 16 1962

Hon. Julia Butler Hansen  
House of Representatives  
Washington 25, D. C.

Dear Mrs. Hansen:

Your letter of July 9, 1962, together with a letter of June 27, 1962, addressed to you by Mr. A. F. Hartung, President, International Woodworkers of America, has been received. Mr. Hartung is making inquiry concerning the status of the cost allowances for interest on advance payments which were provided in stumpage ratio adjustments on timber sale contracts on the Crane Creek and Taholah Logging Units, held by Rayonier, Inc. and the Aloha Lumber Corporation, respectively.

The situation as presented in the letter of February 26, 1960, from the Acting Area Director, Portland Area Office, a copy of which was furnished to you by Mr. Hartung is correct. There follows a brief resume of actions taken since that time.

On March 28, 1962, demands were made of Rayonier, Inc. and Aloha Lumber Corporation, for the sums due because of the cost allowance for interest on advance payments. Calculation of the amounts due were made by the Bureau of Indian Affairs and verified by the General Accounting Office. The demand to Rayonier, Inc. also included an additional amount to rectify an error in a revaluation report covering the period from April 1, 1958 to March 31, 1959. The cost allowance for interest on advance payments in both cases covers the period from October 1, 1955 through March 31, 1957.

The demand made on Rayonier, Inc. amounted to \$101,999.60 for the interest allowance and \$18,086.92 to rectify the error mentioned above, a total of \$120,086.52. The demand made on Aloha Lumber Corporation, amounted to \$102,791.04 for the interest allowance.

Both companies replied that they did not understand the basis for the demand, although representatives of the companies attended the Congressional Hearings on the subject. These replies were to the effect that the legal or other basis for the demands had not been revealed to the companies. They were also furnished with copies of the hearings before the sub-committee on Indian Affairs, United States Senate, 85th Congress, 1st Session, April 12-15, May 29 and June 3, 1957, dealing with timber sale contracts on the Quinault Indian Reservation.

Official File Copy

Enclosures 1

90-2-20

DEFENDANT'S EXHIBIT H-282

Court of Claims

Docket No.



On May 18, copies of the companies' replies were sent to the Comptroller General. Since each company had professed to be uninformed in this matter we requested the Comptroller General's suggestions for making further acknowledgment.

Our letter of May 18 has been acknowledged by the Comptroller General's letter of June 22 which states in part:

"As implied in the Assistant Secretary's letter, it may be reasonably assumed that both firms are fully aware of the nature and the basis for the demands. It appears appropriate, therefore, to regard their letters as refusals to comply with the demands.

"In view thereof, if it is determined that the claims are administratively uncollectible, the matter may be reported to our Claims Division under 4 GAO 5050.20 pursuant to the procedures stated at 4 GAO 5050.50."

Since no time limit was specified in our first letters to the companies within which to make the payments requested there appears to be some question as to whether or not their replies can be actually considered as refusals to comply with the demands. The matter is now under consideration as to a determination of whether the sums requested are "administratively uncollectible" as suggested by the Comptroller General or whether another demand should be made specifying a time limit before determining that they are "administratively uncollectible" if payment is not made.

We appreciate your interest and if you have any further questions we shall be pleased to attempt to answer them. It is our hope this matter can be cleared up in the near future.

Sincerely yours,

  
Acting Commissioner

Enclosure

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July 27, 1962

Official File Copy

Enclosure

90000

Date

Court

Docket No.

H-283

**A. F. Hartung, President  
International Woodworkers of America  
1622 North Lombard Street  
Portland 17, Oregon**

**Dear Mr. Hartung:**

You will recall that I contacted the Department of the Interior to expedite action on the matter of interest payments owing by Rayonier and Aloha Lumber Company to the Quinault Indians.

The reply from the Bureau of Indian Affairs is enclosed. I apologize for my delay in sending this information on to you. We have had a legislative schedule here that has kept us on the floor for hours on end recently.

I am also enclosing a copy of a letter I am sending to the Bureau, to again urge that they act without delay on this. I will keep you informed.

With my cordial personal regards, I am

Yours sincerely,

**Julia Butler Hansen  
Member of Congress**

**JBH:sk  
Enclosures**

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July 27, 1952

Copy	
FILED	
U.S. DISTRICT COURT	
WESTERN DISTRICT OF WASHINGTON	
SEATTLE	17-294
Docket No.	

Mr. Horton Capoeman, Chairman  
Quinault Tribal Council  
P. O. Box 1185  
Taholah, Washington

Dear Mr. Chairman:

A. F. Hartung, President of the International Woodworkers of America in Portland, contacted me some time ago relative to the interest payments owing by Rayonior and Aloha Lumber to the Quinaults. I have had correspondence with your members about this previously.

I thought you would be interested in seeing the reply which the Bureau of Indian Affairs sent me, in response to this inquiry. Also enclosed is a copy of the letter I am sending to the Bureau, again urging that they proceed on this without further delays.

I will keep you informed of all further information I receive.

With cordial personal regards, I am

Sincerely yours,

Julia Butler Hansen  
Member of Congress

JBH:sk  
Enclosures

AGREEMENT OF MARCH 29, 1968

H-300

1. We, the undersigned persons, who now ~~are, or were, or whose~~ predecessors in interest were, owners of trust land on the Quinault Indian Reservation (herein we shall be called the "Allottees"), on our own behalf and on behalf of all other present or former owners of trust land on the Quinault Reservation, do hereby exclusively retain the law firm of Wilkinson, Cragun & Barker of Washington, D. C. (herein called the "Attorneys") to investigate and prosecute all valid claims against the United States and other parties arising from the management and sale of all lands and timber, and management of funds, held in trust by the United States for the benefit of the Allottees.

2. The claims contemplated under this Agreement include, but are not limited to, claims leading to money awards, such as claims for accounting, or for refund of part or all of the 10% charges on stumpage sales, or for damages arising from unauthorized or improvident practices, decisions and actions by officials of the United States, especially in the setting of stumpage prices under the various timber cutting contracts. The claims contemplated also include attorney services not giving rise to money awards, such as services leading to injunctive relief, or to renegotiation, amendment or invalidation of the current timber cutting contracts, or to changes, prospective only, in the practices or 10% collections by government officials.

3. The Allottees shall each year elect seven members to be an Allottee Claims Committee, and the Committee may represent and speak for all of the Allottees in matters relating to the investigation and prosecution of the claims under this Agreement, except as to a fundamental question which is

defined as settlement of any of the claims by compromise, or renegotiation of the timber cutting contracts, or major changes in this Agreement. The Allottees shall meet annually immediately following the annual meeting of the Quirault Tribe, or on call of the Claims Committee. Notice of the time, place and subject of special meetings, and of annual meetings where it is believed that a fundamental question will be discussed, shall be sent by mail to all of the undersigned Allottees. A quorum shall be 25 Allottees, but if less than 50% of the undersigned Allottees appear in person or by proxy, no fundamental question shall be finally decided until approved by referendum. A referendum shall consist of a mailing to all of the undersigned Allottees at their last known address, a fair description of the question, a ballot, and a request for return of the ballot. The ballots returned to the Claims Committee within 30 days, no matter how few, shall finally determine the question. The undersigned Allottees agree to be bound by the decision of the Claims Committee on non-fundamental questions, and by the decision of the Allottees, reached at a meeting attended by at least 50% of the undersigned Allottees, otherwise by referendum, on fundamental questions. Vacancies on the Committee occurring between meetings may be filled by the remaining members.

4. (a) The Allottees agree to pay the Attorneys a retainer fee of \$10,000, in advance, to be applied to legal expenses, including fees of consultants (other than attorneys) and an additional \$10,000 at such time as the original \$10,000 is exhausted (but not sooner than one year), to be likewise applied; provided, that at the termination of this Agreement, or the conclusion of all of the claims, if there is any surplus over and

above legal expenses (there is not expected to be any surplus), it shall be deemed to be fees fully earned by the Attorneys and not refundable. The Attorneys shall furnish an annual accounting of expenses incurred under this paragraph.

(b) Whenever expenses exceed the retainers paid to the Attorneys under the previous paragraph, the Allottees agree to promptly reimburse the Attorneys for such surplus expenses incurred by them, upon proof of incurrence.

(c) In addition to the foregoing, each Allottee agrees to pay the Attorneys a quantum meruit fee, which is hereby agreed to be 20% of any proceeds (including interest) recovered by the Allottee through the efforts of the Attorneys, whether by class action, test case, settlement, or otherwise.

(d) It is understood that the Attorneys may in their discretion ask the court to award a quantum meruit fee (i.e. a fair and reasonable fee), and to assess such fee pro rata against all Allottees benefitting from the Attorneys' efforts, including those not signing this Agreement. In the event the court grants the Attorneys' request, the 20% fee agreed upon herein shall not apply, and the fee awarded by the court (not to exceed 20%) will govern. It is understood and agreed that if the Attorneys seek a quantum meruit fee under this paragraph, they will ask the court to hold that a 20% fee is fair and reasonable, and if the court so finds, there would be no reduction in the 20% fee agreed to by each Allottee signatory hereto, even though a greater number of Allottees would be paying the said 20% fee.

(e) When and if any such proceeds become due to any Allottee, said proceeds shall be paid to or through the Superintendent of the Western Washington Indian Agency, and upon receipt of such proceeds, the Superintendent

shall deduct therefrom the Attorney fee provided for under this Agreement, or the fee awarded by the court, whichever shall apply, together with a pro rata share of any unreimbursed expenses (see paragraph (b) above), and pay the same to the Attorneys, and credit the balance of the refund to the account of the Allottees.

(f) The foregoing does not cover the Attorneys' compensation for services benefitting the Allottees but not giving rise to money awards (see paragraph 2 above). Compensation for such non-money-award services shall be at the Attorneys' standard time rates in effect from time to time, unless some other basis is agreed to by the Attorneys and the Allottees.

5. The Attorneys shall have the authority to choose the method of proceeding, whether by class action, test case, series of cases or otherwise, and to associate other Attorneys (at no additional cost to the Allottees). The Attorneys shall have the authority to determine the order in which the claims shall be presented, and to disregard claims which prove to lack merit.

6. The Allottees hereby request the Secretary of the Interior to approve paragraph 4 (e) of this Agreement, and such other parts of this Agreement, including the whole, as may in his opinion require his approval in order that this Agreement may comply with law. The Allottees hereby consent in advance to any changes or conditions in this Agreement made by the Secretary of the Interior which do not materially increase the obligations of the Allottees.

7. This Agreement shall not be binding on either party until the Secretary of the Interior has approved paragraph 4 (e) and such other parts

of this Agreement as may require his approval in accordance with paragraph 6 above. When such approval has been granted, this contract shall become effective as of March 29, 1968, and shall remain in force until March 31, 1973, or until the claims contemplated by this Agreement have been concluded, whichever date shall sooner occur; provided, that if the claims have not then been concluded, this Agreement may be extended by the Claims Committee at the request of the Attorneys for additional two-year periods.

8. The Allottees or the Attorneys may terminate this Agreement at any time on 60 days notice ( this being a fundamental decision for the Allottees under paragraph 3 above); provided, that the Attorneys shall retain any rights to compensation theretofore earned or unreimbursed expenses incurred under this Agreement; and provided further, that if the Attorneys terminate the Agreement, they shall refund to the Allottees any unexpended part of the retainer received by them.

*Retrospective expenses  
Money claim*



Approved this 29th day of March, 1968.

For the Attorneys:

Wilkinson, Cragun & Barker

By: \_\_\_\_\_  
A Partner

For the Allottees:

1. \_\_\_\_\_  
Chairman, Allottee Claims Committee

2. \_\_\_\_\_  
Member, Allottee Claims Committee

3. \_\_\_\_\_  
Member, Allottee Claims Committee

4. \_\_\_\_\_  
Member, Allottee Claims Committee

5. \_\_\_\_\_  
Member, Allottee Claims Committee

6. \_\_\_\_\_  
Member, Allottee Claims Committee

7. \_\_\_\_\_  
Member, Allottee Claims Committee

ENDORSEMENT BY INDIVIDUAL ALLOTTEES

I hereby endorse and join in the foregoing Agreement of March 29, 1968,  
between the Allottees of the Quinault Reservation and the law firm of  
Wilkinson, Cragun and Barker, and bind myself, as an allottee, to the  
terms and conditions hereof.

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_ 19 \_\_\_\_\_

Allotment No. \_\_\_\_\_

My interest therein \_\_\_\_\_ %

Township \_\_\_\_\_ Section \_\_\_\_\_ Lot \_\_\_\_\_

Name of original Allottee \_\_\_\_\_

How acquired by me: (original allotment) (inheritance) (purchase)

(other) \_\_\_\_\_

No. of acres \_\_\_\_\_

When timber cut \_\_\_\_\_

My mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENDORSEMENT by the QUINAULT TRIBE

The Quinault Tribe, as an owner of trust land on the Quinault Reservation, hereby endorses the foregoing Agreement, and binds itself to the same terms and conditions as if it were an allottee.

\_\_\_\_\_  
President

Approved this 30th day of March, 1968, at the annual meeting of the Quinault Tribe at Taholah, Washington, by a vote of 59 in favor and 6 against.

\_\_\_\_\_  
Secretary

Official Copy  
90-180  
DEPARTMENT OF COMMERCE  
Court of Claims  
Docket No. H-307

*Kwilt  
thm  
RPT  
JW*

AMENDMENT NO. 1

To the Agreement of March 29, 1968,  
Between the Allottees and the Attorneys

Paragraph 4(f) of the Agreement of March 29, 1968, between the Allottees of the Quinault Reservation and the law firm of Wilkinson, Cragun & Barker, is hereby amended to read as follows:

(f) The foregoing does not cover the Attorneys' compensation for services benefitting the Allottees but not giving rise to money awards (see Paragraph 2 above). Compensation for such non-money-award services shall be derived from a fund to be created by contributions from Allottees in the following manner:

(1) The Allottees shall contribute to an Allottees Fund in the following manner: four percent (4%) of any proceeds payable to any Allottee endorsing this Agreement, as amended, arising from the timber on his allotment, shall be paid to a commercial bank to be designated by the Allottees Committee. The percentage shall drop to three percent (3%) as soon as Allottees representing more than 200 allotments in full have endorsed this Agreement as amended, and to two percent (2%) as soon as Allottees representing more than 400 allotments in full have endorsed. If an Allottee pays 4% or 3%, and thereafter additional Allottees sign up causing the deduction level to drop, then the Allottee shall

receive a refund from the fund, out of surplus funds not likely to be needed for fees and expenses for twelve months, so that eventually no Allottee will contribute a higher percentage than any other Allottee.

(2) The said Bank shall hold said funds in trust, together with other funds similarly contributed by other Allottees, and shall make disbursements to the Attorneys in the following manner: the Attorneys shall prepare vouchers for their fees and expenses (and for the fees and expenses of associate counsel and expert witnesses employed by the Attorneys, and including vouchers providing for the reimbursement of expenses advanced by individual Allottees), and forward the same to the Bank, to the Chairman of the Allottees Committee, and to the Secretary of the Interior or his designee. If by the 30th day after receipt the Bank has not heard an objection from either the Allottees Committee or the Secretary, the Bank shall pay the voucher forthwith. If an objection is filed the Bank shall notify the Attorneys, and shall not pay said voucher until it is satisfied that the objector and the Attorneys have agreed upon the proper amount of the voucher. The Secretary is authorized to audit the vouchers and approve or disapprove them for good cause in accordance with its usual procedures.

(3) The Attorneys shall be entitled to fees based on their standard time rates in general effect from

time to time, subject to the approval of the Allottees Committee and the Secretary. A current schedule of rates shall be sent to the Chairman of the Allottees Committee and the Secretary. In event the Attorneys associate other attorneys, the current rate schedule of such other attorneys shall likewise be filed with the Chairman and the Secretary. Unless the Allottees Committee or the Secretary disapproves the said schedules within 60 days after receipt, they shall stand approved.

(4) The Attorneys shall not charge the fund for any time attributable to a claims matter, which is defined as a matter intended to produce an award or fund from which the Attorneys would be entitled to payment under Paragraph 4(c) or 4(d) above. The Attorneys shall maintain diaries of their time, and shall make them available to the Allottees Committee or the Secretary of the Interior for review upon request. The judgment of the Attorneys in allocating time to a claims matter, as opposed to a time-fee matter, shall be accepted unless unreasonable. When services are of benefit both to a claims matter and a time-fee matter the time shall be reasonably divided. However, all legal expenses, including expert witness fees, may be charged to the fund whether applicable to claims or time-fee matters.

(5) It is understood that services in the pending case of Aloha Lumber Corp. v. Udall shall be

compensated as a time-fee matter from the fund, starting August 15, 1969. The Attorneys hereby agree not to bill the Quinault Tribe for any fees in that case for services performed on or after August 15, 1969. In event of a favorable decision in that case, it is understood that the deduction stated above shall be made from any escrow funds paid to any Allottee endorsing this Agreement as amended.

(6) At any time the fund exceeds what reasonably appears to be sufficient to pay all fees and expenses for twelve months, the Allottees Committee may (a) cause the surplus to be invested in legal securities, or may (b) refund it to the Allottees, or may (c) dispose of it in any other manner approved by the Allottees, this being a fundamental question.

(7) If the Attorneys submit a voucher to the fund, which would be paid but for lack of sufficient funds, the said voucher shall be held by the Bank, and paid as soon as funds are available. Any amount not paid for three months or more after being cleared for payment shall automatically draw simple interest of six percent (6%) per annum from the time the voucher was submitted, payable at such time as the principal amount is paid.

(8) As soon as Allottees representing more than 400 allotments in full have endorsed this Agreement

as amended, and said Agreement and amendment have been approved by the Commissioner of Indian Affairs, and in consideration of the fact that the Attorneys will be providing substantial services to the Allottees at current compensation, the Attorneys hereby agree to reduce the fee for claims matters, set forth in Paragraphs 4(c) and 4(d) of the basic contract, from 20% to 15%. The Attorneys also agree to reduce the claims fees from 20% to 15% at such earlier time as the contributions to the fund under Paragraph 4(f)(1) above are coming in at the rate of \$20,000 per year or more, and appear likely to continue to average that amount or more for five years in the future.

(9) It is understood that the principal claims matters to be processed in the near future are (1) the claim for refund of the 10% charges previously paid for care of timber, and (2) the claim for accounting for inadequate stumpage payments. It is understood that the principal time-fee matters, as now perceived, are (1) the continuation of the Aloha case, and (2) representing the Allottees in connection with interpretation and changes in the basic timber cutting contracts, including future adjustments of stumpage rates.

(10) Inasmuch as the plan of compensation outlined above, in order to achieve its purpose of enabling the Allottees as a group to have permanent legal representation, requires a large number of Allottees to endorse



and not as individuals, it is understood that the agreement of any endorsing Allottee to the deduction in Paragraph 1 above is not revocable by himself alone, or by his heirs or successors, but only by the Allottees as a group, acting through the Allottee Committee in accordance with the terms of the Agreement. However, the Committee, for good cause, may permit any endorsing Allottee, or his heirs or successors, to revoke his agreement to the deductions.

(11) When an Allottee owning a fractional interest in an allotment endorses this Agreement, his interest shall be aggregated with other fractional interests of other endorsing Allottees for the purposes of making up one "allotment in full," as used above. For example, where four endorsing Allottees each own a 25% interest in a different allotment, the four interests shall be counted as one "allotment in full."

Approved this 23rd day of August, 1969.

For the Attorneys:

WILKINSON, CRAGUN & BARKER

By: \_\_\_\_\_  
A Partner

For the Allottees:

1. \_\_\_\_\_  
Chairman, Allottees Committee

2. \_\_\_\_\_  
Member, Allottees Committee

3. \_\_\_\_\_  
Member, Allottees Committee

4. \_\_\_\_\_  
Member, Allottees Committee

5. \_\_\_\_\_  
Member, Allottees Committee

6. \_\_\_\_\_  
Member, Allottees Committee

7. \_\_\_\_\_  
Member, Allottees Committee

Original Copy	
TO:	H-302
FROM:	
DATE:	
FILE NO.:	

*With  
copies to  
to Stearns  
Wickoff  
Hullin*

C. H. Felshaw  
Superintendent

April 1, 1968

John F. Gordon  
Assistant Superintendent

Agreement of March 29, 1968

I am attaching a copy of the Agreement of March 29, 1968 which was given to me at the Annual Meeting of the Quinault Tribe.

As per your suggestion, I am sending a copy directly to the Area Office for their perusal.

Sgd. John F. Gordon  
John F. Gordon  
Assistant Superintendent

- cc: PAO - Forestry
- cc: Real Property Management - PAO
- Tribal Operations - PAO

*My  
RD  
MF  
F  
A*

AGREEMENT OF MARCH 29, 1968

1. We, the undersigned persons, who now are, or were, or whose predecessors in interest were, owners of trust land on the Quinault Indian Reservation (herein we shall be called the "Allottees"), on our own behalf and on behalf of all other present or former owners of trust land on the Quinault Reservation, do hereby exclusively retain the law firm of Wilkinson, Cragun & Barker of Washington, D. C. (herein called the "Attorneys") to investigate and prosecute all valid claims against the United States and other parties arising from the management and sale of all lands and timber, and management of funds, held in trust by the United States for the benefit of the Allottees.

2. The claims contemplated under this Agreement include, but are not limited to, claims leading to money awards, such as claims for accounting, or for refund of part or all of the 10% charges on stumpage sales, or for damages arising from unauthorized or improvident practices, decisions and actions by officials of the United States, especially in the setting of stumpage prices under the various timber cutting contracts. The claims contemplated also include attorney services not giving rise to money awards, such as services leading to injunctive relief, or to renegotiation, amendment or invalidation of the current timber cutting contracts, or to changes, prospective only, in the practices or 10% collections by government officials.

3. The Allottees shall each year elect seven members to be an Allottee Claims Committee, and the Committee may represent and speak for all of the Allottees in matters relating to the investigation and prosecution of the claims under this Agreement, except as to a fundamental question which is

defined as settlement of any of the claims by compromise, or renegotiation of the timber cutting contracts, or major changes in this Agreement. The Allottees shall meet annually immediately following the annual meeting of the Quinault Tribe, or on call of the Claims Committee. Notice of the time, place and subject of special meetings, and of annual meetings where it is believed that a fundamental question will be discussed, shall be sent by mail to all of the undersigned Allottees. A quorum shall be 25 Allottees, but if less than 50% of the undersigned Allottees appear in person or by proxy, no fundamental question shall be finally decided until approved by referendum. A referendum shall consist of a mailing to all of the undersigned Allottees at their last known address, a fair description of the question, a ballot, and a request for return of the ballot. The ballots returned to the Claims Committee within 30 days, no matter how few, shall finally determine the question. The undersigned Allottees agree to be bound by the decision of the Claims Committee on non-fundamental questions, and by the decision of the Allottees, reached at a meeting attended by at least 50% of the undersigned Allottees, otherwise by referendum, on fundamental questions. Vacancies on the Committee occurring between meetings may be filled by the remaining members.

4. (a) The Allottees agree to pay the Attorneys a retainer fee of \$10,000, in advance, to be applied to legal expenses, including fees of consultants (other than attorneys) and an additional \$10,000 at such time as the original \$10,000 is exhausted (but not sooner than one year), to be likewise applied; provided, that at the termination of this Agreement, or the conclusion of all of the claims, if there is any surplus over and

above legal expenses (there is not expected to be any surplus), it shall be deemed to be fees fully earned by the Attorneys and not refundable. The Attorneys shall furnish an annual accounting of expenses incurred under this paragraph.

(b) Whenever expenses exceed the retainers paid to the Attorneys under the previous paragraph, the Allottees agree to promptly reimburse the Attorneys for such surplus expenses incurred by them, upon proof of incurrence.

(c) In addition to the foregoing, each Allottee agrees to pay the Attorneys a quantum meruit fee, which is hereby agreed to be 20% of any proceeds (including interest) recovered by the Allottee through the efforts of the Attorneys, whether by class action, test case, settlement, or otherwise.

(d) It is understood that the Attorneys may in their discretion ask the court to award a quantum meruit fee (i.e. a fair and reasonable fee), and to assess such fee pro rata against all Allottees benefitting from the Attorneys' efforts, including those not signing this Agreement. In the event the court grants the Attorneys' request, the 20% fee agreed upon herein shall not apply, and the fee awarded by the court (not to exceed 20%) will govern. It is understood and agreed that if the Attorneys seek a quantum meruit fee under this paragraph, they will ask the court to hold that a 20% fee is fair and reasonable, and if the court so finds, there would be no reduction in the 20% fee agreed to by each Allottee signatory hereto, even though a greater number of Allottees would be paying the said 20% fee.

(e) When and if any such proceeds become due to any Allottee, said proceeds shall be paid to or through the Superintendent of the Western Washington Indian Agency, and upon receipt of such proceeds, the Superintendent

shall deduct therefrom the Attorney fee provided for under this Agreement, or the fee awarded by the court, whichever shall apply, together with a pro rata share of any unreimbursed expenses (see paragraph (b) above), and pay the same to the Attorneys, and credit the balance of the refund to the account of the Allottee.

(f) The foregoing does not cover the Attorneys' compensation for services benefitting the Allottees but not giving rise to money awards (see paragraph 2 above). Compensation for such non-money-award services shall be at the Attorneys' standard time rates in effect from time to time, unless some other basis is agreed to by the Attorneys and the Allottees.

5. The Attorneys shall have the authority to choose the method of proceeding, whether by class action, test case, series of cases or otherwise, and to associate other Attorneys (at no additional cost to the Allottees). The Attorneys shall have the authority to determine the order in which the claims shall be presented, and to disregard claims which prove to lack merit.

6. The Allottees hereby request the Secretary of the Interior to approve paragraph 4 (e) of this Agreement, and such other parts of this Agreement, including the whole, as may in his opinion require his approval in order that this Agreement may comply with law. The Allottees hereby consent in advance to any changes or conditions in this Agreement made by the Secretary of the Interior which do not materially increase the obligations of the Allottees.

7. This Agreement shall not be binding on either party until the Secretary of the Interior has approved paragraph 4 (e) and such other parts

of this Agreement as may require his approval in accordance with paragraph 6 above. When such approval has been granted, this contract shall become effective as of March 29, 1968, and shall remain in force until March 31, 1973, or until the claims contemplated by this Agreement have been concluded, whichever date shall sooner occur; provided, that if the claims have not then been concluded, this Agreement may be extended by the Claims Committee at the request of the Attorneys for additional two-year periods.

8. The Allottees or the Attorneys may terminate this Agreement at any time on 60 days notice ( this being a fundamental decision for the Allottees under paragraph 3 above); provided, that the Attorneys shall retain any rights to compensation theretofore earned or unreimbursed expenses incurred under this Agreement; and provided further, that if the Attorneys terminate the Agreement, they shall refund to the Allottees any unexpended part of the retainer received by them.

Approved this 29th day of March, 1968.

For the Attorneys:

Wilkinson, Cragun & Barker

By: \_\_\_\_\_  
A Partner

For the Allottees:

1. \_\_\_\_\_  
Chairman, Allottee Claims Committee
2. \_\_\_\_\_  
Member, Allottee Claims Committee
3. \_\_\_\_\_  
Member, Allottee Claims Committee
4. \_\_\_\_\_  
Member, Allottee Claims Committee
5. \_\_\_\_\_  
Member, Allottee Claims Committee
6. \_\_\_\_\_  
Member, Allottee Claims Committee
7. \_\_\_\_\_  
Member, Allottee Claims Committee



ENDORSEMENT BY INDIVIDUAL ALLOTTEES

I hereby endorse and join in the foregoing Agreement of March 29, 1968, between the Allottees of the Quinault Reservation and the law firm of Wilkinson, Cragun and Barker, and bind myself, as an allottee, to the terms and conditions hereof.

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_ 19 \_\_\_\_\_

Allotment No. \_\_\_\_\_

My interest therein \_\_\_\_\_ %

Township \_\_\_\_\_ Section \_\_\_\_\_ Lot \_\_\_\_\_

Name of original Allottee \_\_\_\_\_

How acquired by me: (original allotment) (inheritance) (purchase)

(other) \_\_\_\_\_

No. of acres \_\_\_\_\_

When timber cut \_\_\_\_\_

My mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*DRB*  
*Mr. G. L. Jackson*  
*Mr. G. L. Jackson*  
*CS*

Sept. 4, 1958

*Forestry*

THIS FILED  
Regium Field Station

John F. Gordon  
Assistant Superintendent

Quinalt Enterprise

Yesterday, I discussed with Mr. Jackson the need for some tribal resolution to the Quinalt Enterprise proposal. Mr. Jackson was somewhat in the rejection of any attempt at organizing under the bill and stated that all of the people were against it, and he could not be for it. He also stated that he hoped some good would come out of the "Cautious Bill", but it did not seem to provide hope anywhere for the Quinalts. Therefore, he was not going to actively support passage of the bill.

Mr. Jackson stated that he felt that the Bureau of Indian Affairs understood that his aims and the desires of the Quinalt Tribe were to get the land on the Quinalt Indian Reservation in tribal ownership.

Sgt. John F. Gordon  
John F. Gordon  
Assistant Superintendent

cc: Assistant Area Director - Economic Development PAO ✓  
Superintendent - Western Washington Agency

<b>Official File Copy</b>
90 100
DEPARTMENT'S EXHIBIT NO. <u>H-311</u>
Court of Claims
Docket No. _____

Mt. ... - 11 - (ble Robert ...  
+ ...)

Very little movement ... allotments  
left within ... boundaries.

Basically -

John wants to inject ... thoughts.  
wants freedom from interference  
to ... timber.

not necessarily "key" tracts.  
Don't need of ...  
Speed ...  
to ...

Also want ...  
I am ...

Mark ... age 141.6 ... 25 FEB 91.

WILKINSON, CRAGUN & BARKER  
LAW OFFICES

*to [unclear]*  
*EDW*  
*2*  
*2-7*  
*Substantive Operations*

1616 H STREET, N. W.  
WASHINGTON, D. C. 20006

NATIONAL 8-4400

CABLE ADDRESS  
"WILCBAR"

ERNEST I. WILKINSON  
JOHN W. CRAGUN  
GLENN A. WILKINSON  
ROBERT W. BARKER  
CHARLES A. HOBBS  
ANGELO A. IADAROLA  
PAUL S. QUINN  
LEON T. KNAUER

March 20, 1969

DONALD C. GORMLEY, Counsel

FRANCES L. HORN  
RICHARD A. BAENEN  
JERRY C. STRAUS  
HERBERT E. MARKS  
RICHARD A. ZIMMERMAN  
HUGH J. YARRINGTON  
WENDELL W. MEW  
KENNETH F. TWOROGER

*Admitted in Florida only*

Official File Copy  
Enclosure  
SEARCHED  
SERIALIZED  
INDEXED  
COMM. FILED  
MAR 27 1969  
FBI - PORTLAND  
H-299

*copy sent to Skana 3/27/69*  
*KWH*  
*W*

Mr. Dale M. Baldwin  
Area Director  
Portland Area Office  
Bureau of Indian Affairs  
1425 N.E. Irving Street  
Box 3785  
Portland, Oregon 97208

Dear Mr. Baldwin:

We enclose herewith a form of Contract dated March 29, 1968, between our law firm, the Quinault Tribe and certain allottees of the Quinault Reservation. The Contract is self-explanatory but generally provides for the retention of our firm to investigate and prosecute possible claims against the United States arising from the management and sale of lands and timber on the Quinault Reservation.

We have delayed presentation of this Contract to you until a sufficiently representative number of allottees subscribed to it. We are advised that approximately 100 allottees have now signed the endorsement and we believe the time is ripe for you to consider approval of the Contract.

Jerry C. Straus of our office will be traveling to the West Coast to attend the Quinault annual meeting on March 29, 1969. We would greatly appreciate it if appropriate members of your staff are made available to confer with him on Monday, March 31, 1969, in Portland to discuss the provisions of this Contract. Mr. Straus

will bring signed copies of the Contract and signed endorsements to the Conference.

A copy of the Contract is being sent to Superintendent Felshaw for his review and recommendations.

Yours sincerely,

WILKINSON, CRAGUN & BARKER



By: Charles A. Hobbs

Enclosure

cc: Mr. James Jackson  
Allottes Committee  
Mr. Joe De La Cruz  
Superintendent Felshaw  
(with enclosure

# Official File Copy

Enclosures: 5

90-0-20

DEFINITION OF CASE NO. H-298

Court Case No.

Declaratory

Tribal Operations Officer

March 27, 1969

Area Forester

Proposed form of attorneys' contract with Quinault allottees

Following a rather hurried review of the subject matter, we have the following comments:

1. It might be interesting to know what interest is represented by the 100 "allottees" in terms of land they own or share ownership, as well as how such ownership involves allotments under the Crane Creek and Taholah Logging Unit contracts.
2. It should be clarified as to the effect of this contract on the approximate million dollars currently being held pending settlement of Aloha's appeal related to the Taholah contract.
3. Contract sets up possibility of controlled action by a few allottees.
4. Expense account is open-ended.
5. If approved in its present form, all allottees, whether they sign or not, would be committed to the contract.
6. The law firm can't lose. If they see no future value to them, they can just pull out and collect all expenses, including profit and risk.
7. If the Superintendent is made responsible for collecting attorneys' fees, we could be involved in such collections for many years to come.
8. At the present time the administrative fee deduction (10 percent) is being studied by the Commissioner and Department. The Bureau has recommended that it be eliminated. If it is not eliminated and current practice is followed, the Bureau will automatically reduce the administrative fee deduction because collection will soon (probably this fiscal year) exceed expenditures. In other words, will the attorneys claim 20 percent of the benefit if the administrative fees are reduced from 10 percent to, say, 6 percent of next fiscal year.

Kenneth W. Hadley  
Kenneth W. Hadley  
Area Forester

cc:

Branch subject  
Branch chrony  
Yellow chrony

KWHadley:mw  
3-27-69

*Handwritten notes:*  
the  
SD  
SPW  
EPW  
WALD  
PDD

# Attorney Agreement

1. Re: Allen vs. White

What have the attorneys contributed or are about to contribute to this case, assuming the necessary reports to the presiding deacon or a local church in the vestible funds being returned by the deacons.

2. The individual has acted in his manner contribution even if it is more than required and also his future deacon power.

3. It appears the deacons wish to be set away from the legal actions aimed at previous issues matters. If said power is sufficient the remaining (deacon's) will be that contribution primarily created by a design group.

4. Who will determine if the given report from attorney action is regular procedure.

Am

1/1/11

Western Washington Agency  
Hoquiam Field Station  
Post Office Bldg., P. O. Box 120  
Hoquiam, Washington 98550

Official File Copy

Enclosures Files  
90-2-20-926

DEFENDANT'S EXHIBIT NO. H-312

Court of Claims  
Docket No. 772-71-775-71

MAY 13 1969

*copy for me  
enc copy*  
*W*

Weyerhaeuser Company  
Wood Products Group  
Cosmopolis Office  
Cosmopolis, Washington 98537

Attention: Vincent W. Bousquet, Area Manager

Dear Sir:

This letter is intended to briefly reiterate the contemplated Timber Management Program as discussed in the meeting with Mrs. Helen Mitchell and me April 30, 1969.

The Quinault Indian Tribe is interested in obtaining as much land as possible within the exterior boundaries of the Quinault Reservation. They are very receptive to studying plans that may satisfy their desires; specifically, the latest one at hand, the Management Program discussed by your employees, the Allottee Committee and the Bureau of Indian Affairs.

We understand the Weyerhaeuser Company is interested in managing acreage in a manner that would produce income for the land owners and a profit for the Weyerhaeuser Company. It is understood that the management will include thinning, perhaps reseeded, fertilizing to increase the productivity of low sites, and utilizing the product in any one of the manufacturing processes available to Weyerhaeuser Company.

It is obvious that the fewer number of land owners involved will provide for a smoother negotiated process involving long-term leasing. With this in mind, I believe our goal is acquisition of as many parcels of land as possible by the Quinault Tribe.

At this point, the Tribe is financially unable to purchase an allotment that will not immediately return their investment plus



profit. Therefore, they are very receptive to any type of financial program whether through commercial lending, Federal agencies or lessees of their land holdings. Inasmuch as quick repayment of borrowed funds obtained from commercial lending institutes is not possible because of the cut-over nature of the property used as security, and inasmuch as Federal funds appear not to be readily available; it would appear that the logical financial assistance may be obtained from the lessee of tribal lands. We give this thought to you as a study point whereby Weyerhaeuser Company may be interested in leasing tribal lands with an advanced rental payment sufficient in amount to allow the Tribe capital to purchase the lands from the individual Indian owners or non-Indian owners. In turn, the Tribe would enter into a long-term contract sufficient in tenure to allow the Weyerhaeuser Company to amortize their advance rental plus profit. It would be necessary when arriving at a rental schedule that the present worth of future income be decided upon.

It is hoped that the Quinault Tribe could realize a yearly income throughout the period of amortization. Also, it may be possible for this to be consummated by allowing 20% of the yearly rental value to be paid in cash to the Quinault Tribe with the 80% of the yearly rental being retained by Weyerhaeuser Company for the purpose of amortizing their investment. The present statutory authority involving leases on the Quinault Reservation limits its tenure to 50 years. Without benefit of study, insofar as amortization of your investment, it would appear that a time longer than 50 years would be needed to amortize your investment. If this assumption is correct, it will be necessary that legislation be introduced allowing the Quinault Tribe to obligate their lands under lease in excess of 50 years.

Another point that we would appreciate your comments on is the possibility of Weyerhaeuser Company turning over to the Quinault Indian Tribe title to their holdings; in turn, obtaining a long term operating contract. It may be possible that your operations on non-taxable trust property could be cheaper when owned by the Tribe than owned by Weyerhaeuser Company in a taxable status. However, I believe a lease-hold tax would be applicable.

The overall project appears to have merit. It appears that something along this line is needed to assure the land owners a revenue and

is a project that the Quinault Tribe and the Bureau of Indian Affairs are extremely interested in pursuing further.

I wish to thank you for the wonderful flight by helicopter over the Quinault Reservation, and also the time afforded Mrs. Mitchell and me in discussing this project.

Sincerely yours,

(SGD.) S. A. LOZAR

S. A. Lozar  
Assistant Superintendent

SALozar:bmm

Subj  
Chrono  
Green Chrono

cc: Mr. Jackson  
Mrs. Mitchell  
Forestry, Hoquiam

UNITED STATES  
DEPARTMENT OF THE INTERIOR

Quinalt Company

BUREAU OF INDIAN AFFAIRS  
Western Washington Agency  
Hoquiam Field Station  
Post Office Bldg., P. O. Box 120  
Hoquiam, Washington 98550

June 19, 1969

Weyerhaeuser Company  
Wood Products Group  
Cosmopolis Office  
Cosmopolis, Washington 98537

Attention: Mr. Vincent Bousquet, Area Manager

Gentlemen:

This letter is written to briefly recap the meeting in your office June 17, 1969, between representatives of the Quinalt Tribe, Weyerhaeuser Company and the Bureau of Indian Affairs. The meeting concerned the contemplated Timber Management Program discussed April 30, 1969, and on prior dates.

It appears that we have progressed toward a general program of management that is desired by all and now are ready to proceed with a specific timetable that will implement steps toward the consummation of the Management Program.

In our discussion, we touched on several methods of consummating our goals. These were:

1. Outright lease from the allottees with a yearly rental payment
2. Outright lease from the Tribe after the Tribe obtained ownership
3. Outright purchase of the timber plus a base ground rental from the land owners whether allottees or Tribe.

We wish to reiterate the desires of the Quinalt Tribe in that they very much desire ownership of all lands that they are able to obtain. With this thought in mind, we believe the most popular program

with the Tribe regarding the individual owned lands will be that program outlined in our recent undated letter whereby the Tribe would use advanced rentals to purchase as many interests as possible; and in return, would simultaneously negotiate a lease with Weyerhaeuser Company with sufficient tenure to amortize the Company's advanced rental.

In our original undated letter, we anticipated a substantial advanced rental which would take a number of years to amortize your investment and still allow the Tribe an income stream of perhaps 20% of the fair annual rental appraisal, relinquishing 80% of the fair annual appraisal rental to the Weyerhaeuser Company for the purpose of amortization. Our meeting today brought forth a more satisfactory financial arrangement to those in attendance whereby Weyerhaeuser Company may be interested in outright purchasing of what timber is now located on any specific tract, and in addition, paying a ground rental only. This would mean that if it was necessary to obtain more capital than the value of the timber for the purpose of purchasing the tract, the advanced rental would not be a great amount and could be amortized over a lesser period of time assuring the Tribe more income over the term of the management program.

We discussed a possible lease direct from the allottees in the event that they are not interested in disposing of their property to the Tribe. We indicated that a program of this sort would not necessarily require 100% consent by the owners, more specifically, in the high fractionated ownerships because of an Act of Congress passed in July 8, 1940. This Act spells out the prerogative of the Secretary of Interior or his authorized representative in committing the non-consenting heirs share in specific cases such as; whereabouts unknown; unable to agree upon lease within 90 days period, etc.

We agreed that under regulations governing the leasing and selling of Indian land that even though a lease is consummated between allottees and Weyerhaeuser Company, the Quinault Tribe, could still negotiate for the purchase of the allotment which would have no effect upon the lease because the sale would be subject to any encumbrances thereon.

Our future efforts to proceed with the program are:

1. Obtain the allotment numbers for Weyerhaeuser Company on lands that they desire within the exterior boundaries of the management area.

2. Obtain from the Records and Control Section of the Bureau of Indian Affairs land status reports showing names, addresses and undivided interests of each heir in each allotment.

3. The Bureau of Indian Affairs ascertain the desires of the allottees in whether they are interested in leasing to Weyerhaeuser Company or selling to the Tribe.

4. The Bureau of Indian Affairs ascertain the fair market value of the property and fair annual rental of the property.

This fairly well brings us up to date in the direction we are proceeding to consummate this comprehensive Timber Management Program. I wish to thank you on behalf of the Tribal representatives and myself for the time you and Mr. Ramstead afforded us June 17, 1969.

Sincerely yours,



S. A. Lozar

Assistant Superintendent

Forestry  
68-3-6 - 339.6  
Quinault Enterprise

cc: Hoquiam Field Office

✓ Branch subject  
Branch chrony  
Yellow chrony

OFFICE OF THE DIRECTOR

U.S. DEPARTMENT OF THE INTERIOR

COURT OF CLAIMS

Docket No. H-313

KWH	7
LBW	
VKM	
RLH	
DHD	
GJS	
CPW	

*Chapman*  
*Hawley*  
*Leary*  
*Anderson*  
*W. J. St.*  
*Deely*  
*John*  
*Wright*

MAR 21 1969

Mr. George H. Felshaw  
Superintendent, Western Washington Agency

Dear Mr. Felshaw:

Your letter of March 20, 1969, presented a "Plan of Operation for the Quinault Company," developed in response to the Commissioner's letter of January 3, 1969, on the subject of a plan of operations which would qualify under Title 25 CFR 141.6.

The "Company" plan provides for general business activity by the tribe. Presumably, each separate endeavor will require development of facilitating documents. We are proposing that the immediate business of logging timber lands and the negotiation for sale of timber or timber products produced be facilitated by the issuance to the company of a Special Timber Permit. There remains, however, the matter of review and approval of the permit form by the Commissioner after we have received your response to our letter of March 17, 1969, regarding the permit form.

We envision that the company would be treated similar to an allottee with a Special Allotment Timber Cutting Permit; the Board of Directors being responsible for setting out and for carrying on the business of the company. It is expected the business would start somewhat as an experiment and the success demonstrated would guide decisions to expand the venture and/or to develop more sophisticated regulation of the business activity.

Pursuant to authority delegated to the Area Director by the Commissioner of Indian Affairs (10 BIAM 3.1) dated January 9, 1969 (34 F. R. 637 - January 16, 1969) the Plan of Operation for the Quinault Company adopted in Resolution No. 68-58 on March 10, 1969, by the Quinault Tribal Business Council ~~acting for the Quinault Tribal Council on behalf of the Quinault Tribe of Washington~~ is approved, subject to the condition that any action taken by the Quinault Tribal Council or the Quinault Tribal Business Committee under provisions of this program shall not receive approval if found inconsistent with applicable law or with regulations prescribed by the Secretary of Interior

THIS LETTER REWRITTEN--SEE LETTER TYPED UNDER DATE "4-21-69."

for the use, management, disposition or acquisition of land and other resources for Indians of the Quinault Reservation.

Sincerely yours,

Area Director

cc:

Hoquiam Field Office

Commissioner, Attn. Branch of Forestry

w/enclosures 3

Copy let. 3/20/69 from Act. Supt., W. Wash.

Copy Plan of Operation

Copy Resolution No. 68-58

Branch subject

Branch chrony

Yellow chrony

VKMeeker:du - 3-25-69

Western Washington Agency  
Hoquiam Field Station  
Post Office Bldg., P. O. Box 120  
Hoquiam, Washington 98550

October 3, 1967

Mrs. Judith A. Peterson Walther  
8419 S.E. Battin Road  
Portland, Oregon 97266

Dear Mrs. Walther:

In response to your recent inquiry in regard to reseeding the cut-over area on the Emma Elliott allotment, Quinalt No. 1546, we are sending you the attached material for your information.

The Bureau of Indian Affairs conducts no reforestation programs on allotted lands except in instances where wildfires have denuded the land and special consideration given by the Government.

For further information and assistance, you should contact the Agricultural Stabilization and Conservation Service, Grays Harbor A.C. County Committee, 105 East Broadway, Montesano, Washington 98563. You will note that they provide you with technical assistance in determining your needs, share in the cost of preparing the land for seeding or planting, share in the cost of planting or seeding and in the fertilization and protection of the crop.

Should you wish to examine the allotment prior to making your decision on reforestation, we will be happy to have one of our foresters accompany you. If you desire this assistance, please notify us several days in advance of your intended visit and we will make the necessary arrangements to have someone go with you.

Sincerely yours,

Sgd. Wilbur H. Carey

Wilbur H. Carey  
Asst. Forest Manager

Enclosures

Subj  
Chrono  
Everett Forestry  
Everett Mailroom  
Hoquiam Mailroom