Summary: These tapes begin with McQuillan laying out the history of the Quinault Indian Reservation from the beginning through the difficulties with timber sales and logging contracts that resulted in the congressional hearings of 1957 in response to Quinault Indian complaints of BIA mismanagement. Wolf takes over with additional background on the Quinault tribe and then discusses the hearings, his role as forest consultant, the incompetence of the BIA, the impact on Quinault lands, and the BIA defense of their actions.

Dan Hall: It is November 17. We’re in the Archives of the Mansfield Library. We’re talking with Bob Wolf this morning and our topic will be Quinault Indian Timber Sales. I’d like to start with a little background introduction here. The Quinault River flows into the Pacific Ocean at Taholah, Washington, which is where the tribal head

Alan McQuillan: The Quinault Indian Reservation lies on the west side of the Olympic Peninsula -- about an hour’s drive north of Aberdeen, Washington -- was established with its present boundaries by executive order in the latter half of the 19th Century, has approximately 190,000 acres of timber, and lies on either side of the Quinault River, where quarters for the Quinault Tribe are. It’s a peculiar reservation in that it was originally established as a lot smaller reservation for the Quinault Indians when the idea of providing individual allotments to Indians for homesteading and farming purposes came into being in the last century. Most of the other tribes around the Olympic Peninsula and as far down the coast as the Columbia River where the Chinook were, they either, in the case of the Chinook, had no reservation at all, or in most other cases had very, very small reservations, just a section or two of land at the mouth of the river [for] salmon fishing. And when it was decided that all of these Indians should be allowed to have 80-acre allotments of land if they so desired, then the Quinault Reservation was expanded from approximately 20,000 acres to approximately 190,000 acres, and was then made open to allotting to "all of the fish-eating Indians on the Olympic Peninsula." And so the situation arose in which all of this forest land was divided up into small pieces and was owned by Indians who were mostly off-reservation Indians, and some of them had never even seen their land, couldn't get to it if they wanted to. And the BIA had the job of managing forests and timber on the reservation in their trust responsibility to all these various Indian groups.

J.P. Kinney, who founded the Indian Forestry Agency in the early part of the 20th Century, had convinced his superiors that the reservation wasn't suitable for farming and therefore shouldn't be allotted, and the allotment process was stopped sometime around 1910 or thereabouts. But a case in (I believe it was) 1927, called the Tommy Payne case, where an Indian brought suit against the government for not allowing allotments [changed the situation]. Tommy Payne won that case, and on the basis of that, [and] the U.S. government decided to reopen the reservation to the allotting process, and this continued through 1933 and was stopped either at or just prior to the Indian Reorganization Act, which was passed in.
1934, and which would have ended the allotment process had it not, I believe, already stopped anyway.

So the Bureau had this difficult job of managing this land, and during the pre-WWII days they had logged over most of the area south of the Quinault River, which is about 1/3 of the reservation, and that had been logged (mostly railroad logging) with contracts that were approximately 10 to 20-year contracts with the exception of the Taholah Unit, which was logged in the 1940s selectively. The rest of it was clear-cut and the question came up after WWII, what to do with the forest land north of the Quinault River, which was about the remaining 2/3 of the reservation that hadn’t yet been logged.

This timber was approximately 500 years old. In some cases, timber stands up to 1,000 years old, very heavily stocked with decadent stands of western red cedar and western hemlock -- very high timber volumes but not growing because the trees were so old (very decadent-looking). And the main concern of the Indian landowner was to get some income coming in from the sale of his timber and then the concern of the owner in the forest [inaudible] was to get trees growing on that land after it was logged. This is pretty productive timberland although the site of the reservation -- almost exactly coincides on the geological map with the area of outwash gravel from the Quinault Lake and the glaciers that came down out of the Olympic National Park. And being very gravelly soils, very high precipitation ranging from about 60 inches on the coast to 150 inches at the eastern edge of the reservation, the land was never considered suitable for agriculture.

So after WWII, the Bureau attempted to find ways of selling the timber on behalf of the Indian landowners north of the Quinault River and they came up with the plan of three large logging contract units, the Quinault Unit, the Taholah Unit and the Crane Creek Unit, and these were each approximately 30,000 to 35,000 acres, and they advertised them for sale around 1949. At that time, no bids were received on the Quinault Unit, one bid was received on the Taholah Unit from the Aloha Logging Company (that’s the company just south of the Reservation), which had logged a fair proportion of the old logging unit south of the Quinault River prior to WWII, and that bid was accepted and it was bid at appraised price.

One bid was received on the Crane Creek unit from the Rayonier Logging Company, but they later decided they didn’t want that contract and they forfeited their deposit bond. The Crane Creek contract was re-let again to Rayonier in 1952, and they did not forfeit their deposit a second time, so we ended up with a long-term contract on the Taholah Unit that ran from 1950 to 1979 and a long-term contract on the Crane Creek unit that ran from 1952 to 1986. The Quinault Unit was never sold en bloc as a large contract and ended up with large portions of it being alienated, sold through supervised sales into fee-pendent status or else having fee patents issued on that land.

Robert Wolf: That would be fee patents to the Indians.

AM: That would be fee patents to the Indians, which were then almost invariably immediately turned around and sold to various logging companies who had divided the Quinault Unit up among themselves in different private logging road systems, which I think Bob might go into.
won't go into it any more at this time.

So the two long-term contracts at Taholah and Crane Creek were both sold at appraised price with one bidder on each, the basis of a timber cruise which had been done in 1916 (it was the same cruise that had been done for the entire reservation and had been the basis for the timber sale south of the Quinault River prior to WWII). In cutting out the earlier logging blocks, the cutout volume had consistently gone two to three times the volume found in the 1916 cruise and yet, despite that historic experience, there was no re-cruise of the timber made before [inaudible] the Crane and Taholah units.

During the 1950s, some of the Indians became angry at the way that the Taholah and Crane Creek contracts were administered, felt that they weren't receiving fair market value for the timber that was being sold, and this led to hearings in 1957 which took place before the Subcommittee on Indian Affairs and the Committee on Interior and Insular Affairs of the U.S. Senate, 85th Congress, first session, April 12 and 15, May 29 and June 3, 1957. So at this point I think it would be good to ask Bob to take up with the story.

RW: With that introduction, I would add that there are some additional aspects of this that, from a historical examination standpoint, deserve being in this record. The Indian allotment policy assumed that the Indian people had a concept of specific property ownership, which none of them had. They were communal livers. So this was an artificial system designed to concentrate and segregate the Indian population in a very small area compared to a large area that they had roamed over in a somewhat nomadic lifestyle. Secondly, it superimposed upon them a Judaeo-Christian concept of agricultural stewardship of land, giving them land which very often had not really giving them land, because we simply had occupied the land (the settlers), but assigning them land which very often had no agricultural potential. So you would start out in effect with no chance for these people to be what we thought they ought to become. In the case of the Quinaults, there was no specific residential area for most of them in the area where the reservation -- the Quinaults -- and the other fish-eating people lived lay, and very few of them actually lived within that general area. They ranged over an area 25 to 30 times as big and had no empathy for this. On top of this, the BIA had another policy for tribal lands, in which they would deal with these lands allotted to a tribe of Indians as a communal piece of property, distributing receipts from the use of resources to the Indian owners. And so these two policies, both of which had disastrous consequences in terms of the Indian people, were the ones that were superimposed upon them. The allotment type was probably the worst because the land had no potential for being lived on, and the Indians did not live in that specific area. With others, such as the Warm Springs and the Klamaths, there were people residing in that area who had been pushed onto that reservation as it were, and the land had some agricultural and livestock grazing potential as well as timber potential. So I think that part of the background is essential.

Secondly, the BIA had a trust responsibility to the Indian people under the treaties in the way in which the reservations were created, but they seldom consulted with the Indians in any meaningful way and forest policy was a very interesting aspect of this. It surfaced early in the conservation movement around the turn of the century because certain reservations did have timberland on them.

Robert Wolf Interview, OH 227-038, 039, Archives and Special Collections, Mansfield Library, University of Montana-Missoula.
Gifford Pinchot, who was a key federal figure, was a consultant to the Department of Interior in 1898 on the forest reserves and also on Indian issues. And later, in 1905, when Pinchot became the chief of the newly formed Forest Service, he actually had a contractual arrangement with the BIA to provide forestry assistance in the management of reservations to apply what Pinchot would refer to as "scientific forestry" and this was moving along quite well, not in terms of being fully effective, but it was a working relationship that was suddenly severed in 1910 when Pinchot got into a row with Secretary of Interior Ballinger over coal claims in Alaska, and the offshoot of that -- one of the offshoots -- was that Interior severed the relationship with Agriculture and organized its own Indian Forest Service and began its own program, which was quite parallel in many concepts to what the Forest Service did for managing Indian timber. And the idea of long-term contracts, which amalgamated a series of allotments or, in the case of a tribal reservation, just simply took a large area and put it in a long-term contract, was done without regard as to whether it was the best or worst method of providing income for the Indian owners. The Indians were not consulted at all in this. These matters were settled by foresters, not by any consultation with Indians, who were generally viewed as being incompetent to manage their affairs.

In 1955 I was assigned by the comptroller general to work with the Senate, Interior, and House Government Operations Committee hearings on federal timber sale policies and national forests and the BLM. As this got under way, there were two events that relate to the Quinault. There was a military officer, a full colonel (I think his name was Pettit, but my memory is not exact on that) who came to see Senator Henry Jackson in Washington, and he had a chest with so many ribbons on it that he was virtually invisible.

AM: He came in full regalia?

RW: Yes. He'd served in WWII and Korea and had had a lot of very significant positions as an infantry officer. His basic complaint to Jackson was that the BIA considered him to be incompetent and that he had been sent papers asking him to participate in the long-term sale (I think it's the Crane Creek one) by the BIA while he was in Korea. He had raised questions about it, and they had written back and told him that if he didn't sign up, his timber would be left and that would be that, and he'd never get anything for his timber, in effect, and he felt that he had signed this commitment under duress. Then when he came back, as I recall, his words to Senator Jackson were that in all of his military experience he had never seen a battlefield that looked like his allotment, which by then had been logged.

AM: We ran slash/volume inventory on those allotments in Crane Creek [inaudible] units in 1975 and found an average of 10,000 cubic feet of logging slash per acre in Crane Creek and 15,000 cubic feet per acre in Taholah, which, although cedar slash is normally high like on state land, we found 3,000 to 4,000 cubic feet per acre. On Taholah and Crane Creek, the slash volumes were much, much higher, so dense that you can't even walk across some of those allotments and touch the ground.

RW: But, in any event, he wanted an investigation made. Secondly, some other Quinaults, who had some connection (and I don't recall exactly what it was) to Al Hartung, who was the
president of the I.W.A.C.I.O. union and was the type of person that Lech Walensa, the Polish labor leader, a bold fellow with a great personality, had come to Senator Richard Neuberger with some Indians who had complaints about what was happening up there, and their complaints were related to both companies in the contracts. So in 1955 when the federal timber sale policy hearings were under way, one of the scheduled stops (and there's a hearing record of it) was in Aberdeen, Washington, where about 2/3 of that hearing was given over to Indian issues. Earlier in the Klamath Falls hearings, we had looked at issues on the Klamath Reservation, where the termination policy was being debated. But anyway, that was the first effort at it, and then there was a report in early 1956, a joint report by the House Government Operations Committee, which participated in these hearings, and the Senate Interior Committee. As I recall, the House report for that Congress (it was the 86th Congress was there), it was the 31st Intermediate Report, as they called it, of the House Government Operations Committee. I don't have the number handy, but it's easily obtainable, or at least locatable, and the Senate report was, as I recall. The Senate only issued theirs as a committee print because the House had already issued an identical official report. But in any event, we held the hearings, we laid out the Quinault issues in the report, and there was a staff report attached to that that went into it in far greater detail and then, as you pointed out, there were further hearings held in April of 1957 regarding the Quinault situation, which the Department of Interior was defending, completely defending, that their actions were all appropriate to their trust responsibility to the Quinaults.

AM: Now what was your role in both '55 hearings and ...

RW: I was acting as a professional staff member. The title I was given was "forestry consultant." James Gamble was the professional staff member for Indian policy. He handled the Indian affairs subcommittee material. I later became a professional staff member for the public lands subcommittee. William H. Coburn, who's listed here as special counsel to the subcommittee, was a regular member of the professional staff. He was a lawyer who worked ... we had two legal people on the staff, Stewart French and William Coburn. But Coburn, Gamble and I were the staff people working on this. And at page two of the hearings, Senator Neuberger puts into the record the findings and recommendations of the 1956 report that I mentioned. They came out of the hearings and there were 10 points listed, which I won't go into since they're here in this hearing record, and Senator Neuberger pointed out that the Committee had asked for a progress report, particularly on the subject of contract adjustments and interest charges on the timber sale contracts, and then he put additional material in the record that came from the BIA on it, in which the bureau defended everything that it was doing.

There were just a lot of issues. The allottees were concerned about whether they were getting fair market value, getting their money's worth for their timber. Most of them had no idea of whether they were or they weren't, but they all believed that they were not. They believed that based on their long-term suspicion of the BIA. There were some that were unhappy about the allotment policy. They wanted title to their allotment, but in reality because you couldn't get to these allotments unless they had roads, that wasn't necessarily going to improve their financial situation. But like most of the Indians who had an involvement with the BIA, they had a love-hate affair with the BIA. There were certain things they liked and certain things they didn't like, but it didn't take much for them to express their discontent. So in the 1957...
hearings, though, we were looking into what the BIA was doing, and at the same time the committee was also considering the Klamath situation. They did that separately.

There are just a couple of things that stand out in my mind as I look back on that era. One was the absolute failure of the BIA policy to have any relation to the realities of these people. Secondly, the total absence of any meaningful Quinault forestry program on the part of the foresters of the BIA. They were really more like logging subcontractors than they were forest managers on the Quinault. In contrast, down the Klamath and the Menominee Reservation, and also on to Warm Springs, the BIA had a very effective, well-run forestry program.

AM: There were some Indian agents or BIA foresters, like Wilcox ...

RW: He was on the Klamath.

AM: ...and Weaver, who did speak out in favor of forest management. Do you recall any of the things they said?

RW: Weaver spoke out a little bit in favor of it but not very much. Wilcox was really an excellent resource manager as well as a man with a tremendous empathy for the Indians as people. I didn’t detect that same sensitivity in very many other BIA employees. George Kephhardt, who was a delightful person, was really a total incompetent.

AM: Now, he was who?

RW: He was in charge of the Bureau's forestry program in Washington. Percy Melis was a charming individual but a constitutional liar. [chuckles] The two were not at odds with each other.

AM: And who was the commissioner of Indian Affairs?

RW: Glen Emmons, as I recall. The commissioner really had no knowledge of all this stuff. He really was well beyond -- he relied upon his staff, and in effect, on the issues involved on the Quinault, the BIA was a classic of the white man being attacked by Indians. They circled the wagons [chuckling] against any intrusive inquiry by Congress. I think we ought to talk a little about those long-term contracts.

The long-term contracts ... bear in mind, you had several hundred 80-acre allotments, and if that weren’t bad enough, many of those allotments by 1950 had multiple owners -- undivided heirships -- because the BIA would not subdivide the ownership down to the number of heirs. But even if they had subdivided the ownership down to the number of heirs, that would have just made them more uneconomic as individually-owned tracts of timberland. The timber stands were uneven. These were not several hundred allotments of equal value of timber or land. Because of the effect of nature, some had extremely valuable timber on it and others had less valuable timber on them. Some even had no timber, virtually, because blow-down or disease or insects or old age had affected the stands.
AM: There were a total of 2,340 allotments, I believe.

RW: I had forgotten the number. And there were probably 10,000 heirship-ownerships in the thing.

AM: Not that many. More like 2,000 to 3,000. But the average owner had interests in many ...

RW: In more than one piece.

AM: At one time we worked it out. The number of owners of allotment varied from about one to 50 or more, but the average 80-acre allotment had about 10 owners and some of them would own things like 28/1,284 as an undivided interest in his 80-acre allotment.

RW: It was an impossible situation if you were going to try to treat individual situations, because you couldn't divide the stuff. But the BIA, they viewed their main task as the mathematical calculation of what was to be distributed. Now the other thing was that, because these were all allotments and the BIA had to figure out the shares of any money that came in, they had to survey every one of these allotments as they were cut. Their values had to be run, and they had to be scaled according to allotment, which made it very costly to do the scaling as compared to just scaling the timber as it came off an area, assuming scale is a reasonable way to do things. So the BIA was heavily involved in those minutiae rather than any effective program of resource management.

AM: Now did the BIA have the wherewithal to have gotten involved in the larger resource management issue [inaudible]?

RW: Under the law, it was supposed to. It relied upon, as I recall, 10 percent of receipts to run its forestry program, which was inadequate.
RW: Things of that nature consumed all of their time, and so they had virtually no time after the lines were run and the timber was scaled. They had virtually no time or money left to do any resource management, as I recall the situation. I'm talking about the late 1950s.

AM: Eventually what happened on the 10 percent administrative fee that they kept back [inaudible] the administration was talking about was that actually was bringing in more money than what was being spent on the reservation. It was similar to the Forest Service in that the West Coast operations were bringing in more money and subsidizing Indian timber management operations in other parts of the nation, and eventually, on the Quinault, they reduced the administrative fee from 10 percent to 6 percent.

RW: That may be, but I can't comment on how the BIA internally handled this. What I'm saying is that there was no evidence on the Quinault Reservation of any meaningful forestry program based on the assumption that after the timber was cut ... first, that the timber was going to be cut in a manner most beneficial to the Indian owner, and secondly, that after it was cut, if the land were to be subsequently managed by BIA or fee patented to the Indians. It was being given to them in a condition that permitted and assured the growth of a new crop of timber so that it was not a forestry program, it was a logging liquidation.

AM: But for some reason that I've never understood, the Bureau deemed itself not able to spend any of its administrative fee receipts on forest management, in the sense of things like regeneration or thinning, that they deemed that to be forest development operations and their receipts were only for the logging end of things. It wasn't until a solicitor general's opinion, I believe, around 1970, when they decided that they could indeed spend their administrative Receipts ...

RW: Well, my only comment would be, and it's based on recollection, that there was nothing that I saw the BIA doing that seemed to me to meet the kind of kind of trust responsibility that a trustee would have in managing the estate of an incompetent minor. So all of these legalisms aside, that would be the fundamental duty as I saw it and as the Committee was looking at it. They approached it from the standpoint as to whether the BIA was performing its duty as a trust manager of the property. A second subsidiary question was whether the policy should be changed. What we were looking at was how did the BIA operate its trust responsibility, and that was what the committee was critical of. For instance, on the question of the interest charges, there were something called "interest charges" in this early era. When the long-term contracts were developed, the BIA policy in that type of contracts [would] tell the allottee that if you sign up, you will get 50 percent of the advertised price of the timber within a six-year period. I think when the bid is opened and received, you'll get 25 percent. Two years later or something, you'll get 15 percent, and then the sixth year you get 10 percent. So within a six-year period, you're going to get 50 percent of the advertised price. But when your timber is cut, you're going to get 100 percent. So if your timber was cut at the front end of a 30-year contract, you got 100 percent of your money. If you were 60 years old, let's say two years after the contract [was signed] you get 100 percent of your money without debating whether it's a
fair amount. But if you're 60 years old and your contract isn't going to be cut till the end of a 30-year period, you're going to get 50 percent of your money within six years, and you'll never get the rest because you'll be dead. So the system lacked any logical socio-economic goal in terms of the allottees. But, beyond that, this was a condition of the sale, which the bidder knew he was going to have to meet. Now whether he bought it at the advertised price or bid it up (and these sales were bought at the advertised price), he knew, at the very minimum, that was his commitment. If he had a bid, every time he raised the price, he knew he was going to have to put up 50 percent of the money at the front end in the first six-year period. That was not the case when you bought federal timber or state timber. It might be the case if you bought somebody's private timber, depending upon the terms of the contract that you negotiated, from some other landowner who was not an Indian.

There were reappraisal clauses in these contracts. At the first reappraisal period, on the Crane Creek and Taholah contracts, the companies jointly approached the BIA and said, "We had to borrow money to make the 50 percent payment to the Indians, and therefore, the appraised price of the timber should be reduced to cover the costs of the money that we had to borrow." Now that was not what was provided and that was not what was told the Indians when their power of attorney was being sought. It was not a factor in the original pricing of the sale, and the bidders had seen the appraisals of the BIA. So this was a new condition that the companies were seeking, a concession which would reduce the Indians' income, in addition to which, it would affect the next group of Indians who had not yet received any income. They had gotten their 50 percent payment by then, but they had not received the total payment from the cut of their timber. So this ... because of the way in which the financial arrangements were set up, if your contract was cut in the first six years you were through and you were out; you had gotten all your money and you were done. If your contract wasn't going to be cut until the next period, then this condition would apply to your income, at least 50 percent of it. The longer the cutting was delayed on your contract, the longer your individual impact would be felt and your income reduced, but you were getting no benefit from this. So they were treating this in a communal way, leaving aside the legality of doing it in a communal way, on a situation which really should be treated in an individual way. And it simply reinforced the inequity of this whole approach and the lack of clear thinking as to what you were doing, if in fact you were going to approach this as an individually-owned allotment or series of allotments. Anyway, that was only part of it.

I ran the interest calculation because I wondered how they got it. It looked kind of funny to me. I couldn't figure it out. I'm not a great mathematician, but interest calculations aren't that tricky. But I couldn't figure it out. Well, I had a friend who worked at Treasury, and he was a man who did the computations on the national debt. The national debt wasn't as large as it is now. I thought this guy knew something about interest calculations that I didn't know, so I asked him if he would look at my calculations, and I sent this package of stuff down to him with all the BIA stuff and asked him to give me a call. He called me back two days later I guess and said he'd looked it over and I said, "Well, could we get together tomorrow afternoon?" And he said, "Oh, I can't come up on government time. What I'm going to have to tell you I can't say as a government employee." Anyway, he came up after work, and he said, "This is outrageous. I've never seen any calculation like this. This is not an interest calculation. I don't know where it came from. I don't know what they're doing."

Robert Wolf Interview, OH 227-038, 039, Archives and Special Collections, Mansfield Library, University of Montana-Missoula.
AM: Did you ever find out where it came from?

RW: Yes, I did. I asked Percy Melis of the BIA (without telling him what I had deduced). I said, "How did you do this interest calculation? Do you have a copy of your work?" And his response was that he did the calculation riding in a car between Aberdeen and Taholah, with Len Forrest of Rayonier, the logging manager, literally on the back of an envelope, and he didn't have a copy of it. I did observe that that did make sense because no one had been able to figure out how he got his answer. [chuckling] You couldn't trace it through. But at any rate, the BIA had a fellow named Beasley was the assistant secretary for administration, sign some of the letters. The BIA defended themselves to the end on this. We sent the thing to the comptroller general, who easily found the calculation was improper and so forth. There was some adjustment made. I don't recall now whether the Indians ever got fully compensated for it. But this was just one more example at the time that we saw of an unfortunate total incompetence, either from a fiscal or a trustee or a forest management sense of the affairs of this group of allottees on this reservation, and it stood in absolute stark contrast to the excellent financial and resource management on the Klamath, for example.

AM: If I recall right, [I] recall some of the other disputed logging [inaudible], which the buyers were allowed [and] included, for example, in the Crane Creek contract. Rayonier, who later became part of ITT Rayonier, had a huge sorting yard and they were allowed the cost of that sorting yard as a logging cost against stumpage, even though that wasn't standard practice on the coast. Another one had to do with the road maintenance and road hauling as allowed as a cost against stumpage, and on the Taholah unit, the lower main line road that runs from the Taholah unit down to the lower mill had its length calculated two miles too long. And when the forester who was eventually hired by the Quinault Indian allottees group to investigate some of these things, Nelson E. Terry, when he discovered that and he pointed it out to the BIA, the BIA corrected it and they later found out that instead of reducing the haul distance by two miles, they had added another two miles to it [chuckling]. Nelson Terry always maintained that the private railroad, which ran from Crane Creek unit to Aberdeen, [inaudible] the original negotiations for that railroad were such that it should have been a common carrier railroad that wouldn't have allowed competition on Quinault [inaudible].

RW: Well, yes, that was a factor in the thing, but I would have said, in terms of the pricing of timber, when we don't have the timber appraisals in front of us, that my recollection is, for instance, that the Rayonier annual report, a published report of a public Corporation, shows that they believe that they had acquired at least twice as much timber as the BIA said was in their contract.

AM: Well, that's because of the 1916 [inaudible].

RW: Yeah. But what that meant was that in terms of pricing the timber, even if everything else was right, they were under-pricing it, because they were amortizing fixed costs such as roads against a much smaller volume. The other thing, of course, was that the BIA allowed all sorts of costs and changed these things at various times, and since you're dealing with allotments, in effect, what allottee A got versus what allottee B got, whose timber was cut in different time...
periods, for timber presumably of equal value, was quite different. The whole system thwarted dealing with these people as individuals even though the law had created these as individual allotments, and it was a dilemma never addressed by the BIA to try to figure out was there an equitable way or should the BIA in effect say to these allottees, "What we are proposing to you is a pooling of the timber on your lands under a long-term contract. And we are going to give each of you an annual payment over the life of the contract which would have evened out all of those inconsistencies because the way they did it did not respect the individual allotments either." So, if you're going to violate the individual allotments, what you need to do is to get an agreement that you are pooling them in the interest of all the allottees, and it will provide them with better income if you do it that way; but they didn't.

But I would also further observe that this concept of long-term sales has deep roots that go back to the early 1900s when the BIA organized its timber program. But it certainly was never designed for the benefit of the Indian, nor was it designed, really, for the benefit of the land in my view because the BIA kept avoiding doing anything to make this land permanently productive.

AM: If I understand you right, you're suggesting that the land could have been managed en bloc with the Indians -- essentially acting like shareholders [inaudible]. Would the BIA have had the authority to manage the land that way, or would it have taken congressional action to bring that about?

RW: No, I think that if they had drafted the power of attorney for the sale and explained it to the allottees so that you knew that what you were doing was pooling your lands, they could have done it as long as they explained it and as long as these people assented to it. Also you have to bear in mind where you had all these allotments. You mentioned there was one segment of the reservation that still hadn't been sold. Those people were sitting there with land, never getting any income from it. Assuming it had great value, what you were doing was creating a group of people who were land-rich and money-poor. They got nothing from their land. They went through a whole lifetime getting nothing from their land, which certainly seems to me to stand rational policy on its head. That's my best recollections of those things and how some of those issues seemed to shape up as we worked on them in that period of '55 to '58.

AM: If we could turn for a moment to the question of appraisal, which I think had a lot to do with these hearings that we're talking about, because under the long-term contracts, there were to be periodic reappraisals and readjustments to the contract prices as the market changed. And I think I should point out that from the post-WWII period was a period of rapidly changing generally rising stumpage prices. One of the two major species on the reservation was western hemlock, and from 1950 to 1975 the average inflation-adjusted price of western hemlock on Forest Service timber sales in Western Washington and Oregon rose at over 9 percent a year from 1950 to 1975 -- that's 9 percent in excessive inflation. So this was a time of rapidly rising stumpage prices. The question arose as to whether the Bureau [was] increasing escalating stumpage prices in accordance with market conditions. Could you talk some more about that?
RW: My last involvement with the Quinault issue was about 1958, so I don’t have intimate details of this. But based upon my recollections of the way in which BIA proceeded, I have no reason to question what you’re saying and its absolute accuracy, because the BIA didn’t price stuff nearly as effectively (and the state did an even better job than the Forest Service on state trust lands -- State of Washington). The BIA was light-years behind -- and the Quinault.

AM: In what way were they behind?

RW: In terms of any rational system of looking at, and seeking to get, the value of the timber. Now there’s another significant aspect, though, that should underpin any discussion of Indian timber policy. One, the law does require that the Indian bureau manage the forest for sustained yield, but on allotment it’s impossible.

AM: This is section six of the 1934 Indian Reorganization [inaudible].

RW: But that’s impossible on an allotment, because you’re not going to cut ... say you have 100-year rotation, you’re not going to cut 1/100 of an 80-acre tract and have a sustained yield program. But the other is that the BIA has a duty to get the most income for the Indians. I would view their duty as being parallel to that of the state of Washington in managing state trust lands, and the BIA never took any actions to get the highest return for the Indians. All of their actions were tailored toward assuring that the companies made a profit. So they didn’t do anything on a forestry basis, and they didn’t do anything to protect the Indians and meet their trust obligation to maximize the financial returns to the allotment owners. So it’s a sad policy, all in all, I think, so I have no reason to doubt to the extent that you have been involved in examining events subsequent to my involvement that there’s serious shortcomings.

AM: I recall somewhere in the ’57 hearings discussion as to what appraisal systems were appropriate in these long-term contracts. Do you recall anything about that?

RW: Well, if it’s in there, I have no doubt that your recollection is correct. I can’t recall it, but I do know that we did discuss it, and the feeling was that the BIA was not getting the value that the timber had for the Indians. Any long-term contract with renegotiation clauses poses serious problems because you’re forward-pricing when you don’t know what the future is going to be. The other aspect is that Indian foresters, just like Forest Service foresters, are continually pricing timber based upon a residual value concept of what it is worth to a buyer of average efficiency, rather than looking at it in a classic fair market sense of saying that an Indian or any other owner who’s going to grow timber in the long run needs to receive some sort of price that reflects his cost. I haven’t yet heard that, despite the ads, that the Chrysler Corporation is selling cars based upon what the buyer can pay. They use a pricing system and all businesses use a pricing system that’s aimed at recapturing their cost to put the thing on the market.

AM: Well, generally speaking, can the residual value system ... I’d just like to point out that in most timber sales, that’s used to establish a minimum bid rather than to establish fair market value. And so fair market value in most timber sales is established in the competitive bidding process, but [inaudible] most timber sales are short-term contract, two to three years, so that you can expect the bidding process to take care of any deficiencies in the residual value.
system. But when you have a 30-year contract, you don't have that luxury.

RW: Well let me say, Alan, that we differ on that. The residual value system, as used by the Forest Service and the BIA, they contend, is establishing fair market value. And they have a very tortured definition of fair market value, because they say it is what the timber is worth to a buyer of average efficiency, and further, the Forest Service now says in their manual, "and it is designed to sell the allowable sale quantity." Now a private timber grower would not pay much attention to what McQuillan or Rayonier could pay for timber. A private timber grower would say that if I'm going to grow timber, I am going to have to recapture my costs. And we go about establishing that as a basis for offering it for sale. That person might be interested in knowing what they thought you generally would pay for timber, but your calculation as a converter would be on an entirely different basis than if you paid X dollars for the timber and you incurred certain other costs for logging and milling and the market price was such and such, would you be able to pay that amount?

So if the grower of timber says, "It costs me $100 a thousand board feet to grow it," and the converter says, "At the selling price of the product and the logging and milling costs, I can only pay $90," you wouldn't have a willing buyer [or] willing seller. Now in a practical sense, then, the seller would have to say, "Do I want to be in the market and lose $10 [per] thousand? Or is it better for me to wait?" And the buyer has to ask himself, "Is it better for me not to bid on that timber and lose $10/thousand, or is it better for me to pay that amount and see if the market helps me?" But over the long run, the private owners and the public owners of the roughly theoretically 480 million acres of commercial forest land in the United States cannot, over the long run, grow timber and provide it to the timber industry if the price they get does not cover their costs, unless somebody is going to subsidize them.

AM: Well, this is the case, obviously, where you have the timber values not being sufficiently high to cover costs. They don't really apply in the case of the Quinault as that timber in the west side of the Olympic Peninsula in general has sold under short-term contracts, for example, in Washington State land, with bid premiums of sometimes two to three times the residual value appraisal.

RW: Yeah, but you see, you're simply reinforcing the point that I'm making, and that is that there are two problems that exist. One is, the BIA, as well as the Forest Service, typically appraise timber well below what they know bidders will pay. And secondly, even at that price, at the bid price, they may not capture the cost that they need. I would suspect that generally speaking, though, the state of Washington and the Forest Service on west side forests, does get sufficient money from most timber to cover the costs. That may not be true in some other states, such as the one we're sitting in right now, the state of Montana. But when you start out, either under a long-term or a short-term sale, with an artificially low asking price because you're using a residual-value system, you're betting that you're going to have competition. But if it's a long-term sale, you know you're not going to have competition. So if you have a trustee responsibility, as the BIA has, you are violating your trust responsibility in my view when you do this.

AM: Well, as I recall, the bureau's defense in this was that the advantages of a long-term
contract in terms of an assured income and the advantages of this particular long-term contract that gave 50 percent of the money up front were argued to be sufficient to offset these [inaudible].

RW: I simply would say that that's a rationalization. In my view and in the view of a number of the Indians at the time, the price they were receiving was inadequate. But I just view that as a rationalization by the BIA rather than a well-founded justification.

AM: Well, for good or for worse, in doing their reappraisals, and then the periodic adjustments to stumpage price on these contracts, they use the residual value system, and the question arose, since it was acknowledged that the Bureau's trust responsibility was to obtain fair market value, whether that residual value system in the absence of a bidding process was sufficient to establish fair market value. And in the hearings at page 395 we find a bureau document which states (and I'll read): "It is not clear to us whether, in the foregoing testimony, it was intended to imply that the BIA and the Department of the Interior concur in any belief."

[End of Tape 1, Side B]
AM: ...statement defending the BIA position. And before I continue reading, I'll point out that the residual value of the appraisal system that we've been talking about is the same as the conversion return system, and in here it says, "It is not clear to us whether in the foregoing testimony it was intended to imply that the BIA and the Department of Interior concur in any belief that stumpage rates in the Crane Creek and Taholah unit contracts are to be adjusted solely upon the basis of direct appraisal methods, including the conversion return method of appraisal. This is not our position, for we believe that we are not required under the terms of these contracts to rely solely upon direct appraisal methods in adjusting stumpage ratios of these contracts."

So it's always seemed to me that this statement has said that the BIA could choose any appraisal system it wanted that would result in the end, the end being a fair market appraisal. Was that your interpretation?

RW: Well, all I can say is that while the Bureau would make contentions like that, what it really came down to was that they used the residual value system. They used erroneous volumes to prorate fixed costs; they used inflated costs; and it all added up to assuring that the Indians under the reappraisal got the lowest price. Also Rayonier protested everything and the BIA would then reduce the price further. The Indians, to the extent that any of them had any competence (and some did) in looking at this stuff, never were afforded -- neither they nor their representatives were ever afforded -- an opportunity to examine it. They were treated as though they were idiots that couldn't add two and two. So the BIA foresters negotiated these reappraisals with Rayonier. The BIA officials in my view, at the time, were financial idiots, which I'd like to be sure the record reflects [this].

AM: If the BIA foresters were skewing the appraisals in favor of the purchasers, [inaudible] why do you think they'd be doing it?

RW: They were just plain idiots. They were stupid. I can't tell what was on their minds, but they certainly did not have any idea of securing for the Indians the largest possible income, and since they had no plan to do any regeneration and they had no plan to do anything to have a sustained-yield program there, they were simply mining the timber -- to use a phrase that was concocted by the former dean of the University of Montana a number of years ago to describe a situation in the state where he was.

AM: I might just point out that, at the bottom of page 395, here it says that, "The point was stressed by Mr. Wolf in the hearings [inaudible] that in the 30 years the Indian Bureau had been selling timber, it had not had a timber appraisal handbook available. That BLM and Forest Service do have such handbooks."

RW: Well, I may have said that. I don't know what's over on the next page there, but I certainly had examined the relevant facts, but that should not be interpreted by anyone looking at this that I was saying that if they had an appraisal handbook they would have come out with a better answer, because this was a self-serving statement by Kephardt of the BIA and anything...
he said about what I was doing was designed to make them look better. I would have to say this before I leave it, I never, in all of my professional career, ran into such an abysmal mess as existed on the Quinault Reservation and this view was shared by Senator Jackson, Senator Neuberger, Jim Gamble, who was then the professional staff member for the Committee; it was just totally unsatisfactory any way you looked at it. If you were thinking of people acting in a trust responsibility or acting as competent foresters trying to manage a resource for sustained yield under the long term, they failed on every count. Besides which, when confronted with their failures, they were busy covering up. They made Sam Pierce, the current source of investigation of HUD, look pretty good.

AM: Before leaving the appraisal question, I might just point out that this eventually led, in 1971, to a lawsuit being filed by Helen Mitchell, who is a Quinault allottee and a landowner and also a logger herself. The case of Helen Mitchell et al versus the United States, and the main half of the damages claimed in that lawsuit had to do with not receiving adequate stumpage, and the Department of Justice in 1979, when this case still had not yet gone to court, claimed that despite the fact that the bureau had managed [inaudible] trust responsibility and that the claim trust responsibility from the inception of the forestry program, claimed that in fact there was no trust responsibility. That went to the Supreme Court twice, and then in 1983, the Supreme Court by majority decision decided that there was indeed an implicit trust responsibility for managing forest lands and that case has just been settled this year out of court. And the judge in the U.S. Claims Court had earlier barred going back before 1965 since that 1965 was the statute of limitations date. But based on just stumpage losses compared to fair market value as calculated by their expert witness, Bill Pierce, he claimed that from 1965 to the end of the contracts about $80 million (approximately) had been lost in stumpage, and in settling out of court, the settlement was made for less than 10 percent of the claimed amount. This was settled for such a low amount because the judge had earlier ruled that he did not consider the short-term contract sales from Washington state land to be representative of fair market value where you have a long-term contract situation.

RW: Well, all I can say in comment on that is that's the way it came out. Life is not always fair. I would disagree with the judge, but life isn't always fair, and I think that the so-called long-term contracts really are seriously short-term contracts. They're most advantageous to the buyer, and in the case of the Indians -- the Quinaults -- most disadvantageous to the Quinaults. You could get the same results on that reservation with a series of short-term contracts, because the people at the back end of the contract area don't get any real help until the contract is cut, and if you could advance the amount received, they'd all be better off. It's a bad situation in my view made worse by the BIA and not -- I'm not critical of the judge. He's faced with limitations on how far he thinks he can and should go in any litigation, and that's the way he viewed it. But the matter is really one where the BIA, in my view, had procedures that were simply totally inadequate. We have numerous other examples currently in the oil and gas field, and in others, of failure of the BIA to protect the financial returns to Indians from resources, so this is not something unique or new. What's unique [are] situations in the BIA where they manage it effectively.

AM: Well, that decision by the judge, if I remember right, he agreed to vacate that decision when the settlement was reached in August 26, 1989.

Robert Wolf Interview, OH 227-038, 039, Archives and Special Collections, Mansfield Library, University of Montana-Missoula.
RW: By vacating it, what does that do?

AM: It’s as if there was no decision made, no ruling made on that question of long-term contract.

RW: Can you reopen the matter?

AM: No, because it was part of the settlement.

RW: [chuckling] Well, I hope that the records will reflect what "vacating" did. It wasn’t clear.

AM: This settlement was reached August 26, 1989, and then filed in U.S. Claims Court September 25, 1989, and they settled for [inaudible].

RW: But it hasn’t been accepted by the allottees then. It has.

AM: Yes, it has been. Now if we can switch to a couple of other things that I believe came up in the 1957 hearings. One had to do with the accusation by the Indian landowners regarding high-grading, and this relates to the original contract specified certain grade percentages -- grades for number one logs, number two logs, and so on. In the contract and the stumpage price that was determined by periodic readjustments was based on these fixed grade proportions, and the allegation goes that while those fixed grade proportions were in effect during the 1950s, the loggers in fact chose to cut [inaudible] of the highest grade timber, so they were getting a premium -- a free ride -- because they would be taking out more number one logs than what the fixed grade percent said. Then in subsequent years when they'd already taken the cream, they argued that these fixed grade percentages were too high a grade recovery, because the timber that was out there really didn't have that good a grade in it, so the bureau allowed them to go to a three-year rolling average, or grade recovery, and then later in the contract again, when it had been creamed a second time, the bureau then agreed to go to actual grade recovery on a year-to-year basis. Do you recall anything about this (inaudible)?

RW: No, I really don’t. But I have no reason to doubt what you're saying. It fits entirely with what I have pointed out earlier regarding the way the BIA acted through 1957. If there was any negotiating issue that came up that the company raised, the BIA agreed to it, always to the disadvantage of the Indians. One could not expect Rayonier, for example, to be making proposals for the benefit of the Indians. One had to think that when they made a proposal it was for the benefit of Rayonier, and the record up to 1957 was clear that the BIA never resolved any of these issues for the benefit of the Indians, and so I've no reason to doubt that your findings are correct.

AM: I always wondered if maybe the reason for that didn’t have to do with the fact that the BIA foresters were foresters. The guys they were talking to at Rayonier and lower, they were foresters. They were foresters talking to foresters; they knew how to talk to each other. They were on the telephone every day to each other. There was a working relationship there, whereas the Indians were a large amorphous mass of people who didn’t know anything about
forestry. There were large numbers of them. They didn't have that same working relationship between the Bureau of Foresters and [inaudible].

RW: Well, I would have to differ because I can't agree that all foresters are financially stupid. The ones for the company knew exactly what they were doing, assuming they were foresters, and the BIA people who were agreeing to some of their bizarre suggestions were stupid. Anyone who's read the David Harum stories on horse trading knows that if you're trading horses and somebody has a broken down old mare they're trying to sell you as a prize horse and you buy it, you're stupid. So what we're dealing with is not foresters, we're dealing with stupidity.

AM: Is it that simple? I seem to recall ...

RW: Yes.

AM: Les Pengelly once described it in Park Service as "despotism disguised as ignorance."

RW: Well, these are people. I don't view these as failures of a profession but as shortcomings of the people that are involved. You can psychoanalyze it all you want; it may be the working atmosphere they're in or something, but it's not because it's foresters talking to foresters. Because on that basis, you would have to conclude if doctors talk to doctors you get a bad result.

AM: Well, if we switch for a moment to things like slash disposal and regeneration, we may recall numerous reports written by foresters on the ground on the reservation, working out of the [inaudible] District Office, saying things like, "The situation here is very bad; we've got to do something right now." And when you track that report through the system, you find the Hoquiam Office reporting back to the Portland area office saying things like, "Things are pretty bad, and we really ought to have some money so that we can do something about this." And when you find the Portland Office reporting back to the D.C. office and the commissioner of Indian Affairs, you find them saying, "Things are a better job if we had some more money because we've got a few problems." And then when you find the commissioner of Indian Affairs reporting to the Department of Interior, you find them saying, "Everything's fine; look how much money we brought in last year." And these cries coming from the Bureau of Foresters on the ground were just not making their way up through the system.

RW: Well, if you examined all of the activities of the BIA, you'd find the same thing, ranging from Indian health to education onto resources. So it's a prevalent condition at the BIA, not something unique to forestry.

AM: Well, if we just switch for a moment before finishing up here to regeneration, which was also a major part of this recent court case, and about 50 percent of the settlement was for a regeneration item. The Bureau acknowledged major regeneration problems in those areas that had been logged south of the Quinault River that had burned over during wildfires in the 1930s and early 40s. About 40,000 acres of land had burned over several times [inaudible], and by...
their own admission in the mid-1950s, there were at least 10,000, perhaps 20,000, acres of brushfield that were in need of regeneration. Now this was trust land, and the BIA had -- up until this time -- only had CCC money back in the 1930s for reforestation purposes, and they viewed that CCC money as only being expendable on tribally-owned land, because that was "public land". Trust land was "private land," and so they said, "We don't have any money to regenerate private land." And they continue to claim that they don't have any money. Do you recall this coming up in the '57 hearings?

RW: It possibly did. I can't recall at this point. I recall that there was no effective action by the BIA to regenerate the allotments, and it's also my general recollection that the BIA believed that natural regeneration was effective. But we did not make any study to determine the validity of either point of view. I assume that the subsequent work that was done in the litigation regarding regeneration would have displayed the results. In other words, if you looked at some of these areas that were cut earlier, in the 1920s, and saw no regeneration in 1950, you'd have reason to think that if you examined something cut in 1955, it might not have adequate regeneration in 1985. And that's the way you could find the answer, not from my speculation.

AM: Well, you had two distinct situations. South of the river, where you'd have these big brush fields that came in from the fires, the BIA acknowledged a need to replant those areas. And in the 1930s, they had replanted the tribal land that was called the Quinault Experimental Forest to Douglas fir, and that grew very well and has all been logged off in the last five years, and got around 28,000 board feet to the acre of timber on a less than 50-year rotation.

So there was an acknowledgement of the need to plant there, and a continual claim you find in the documentation of the BIA saying, "We can't spend any money to plant because we don't have the funds from Congress. And north of the river is where they claimed that natural regeneration was adequate. North of the river is where most of the work was done [inaudible] and what we, in fact, found there was that natural regeneration was adequate in the sense of there being a large number of trees out there. But these naturally regenerated trees were only growing at about 1/3 of the rate of those trees, which were on those few areas that had in fact been planted.

Turn to page 487 of the '57 hearings, if I can read a little bit of this, and then ask you to comment on it.

[AM begins reading the text of the '57 hearing]

Mr. Coburn: What was the date of the last serious fire?
Mr. Kephart (former head of BIA Forestry): 1937 or '39, somewhere along in there. (I believe in fact it was about '40 or '41, but close enough.)
Mr. RW: But have you done nothing to reforest those areas that were burned in that period?
Mr. Kephart: No.
Mr. RW: That is the point you were asking about, is it not, Mr. Coburn?
Mr. Kephart: Except this little experimental planting done during CCC days.
Mr. Gamble: Mr. Kephart, is it the policy of the BIA to do any reforesting on any allotments anywhere in the United States?

Mr. Kephart: We have not had, as I recall, any funds that would permit us to go on to a trust allotment meaning to plant.

Senator Neuberger: Have you requested funds?

Mr. Kephart: We have not requested funds. It has come about in this way, in the Lake States, for instance, that the tribe itself, where they have tribal funds, have bought up some of these allotments and replanted. They have done a good job there in replanting, but as to lands remaining in trust [inaudible] as trust allotments, I do not recall anywhere where we have done any significant planting.

Mr. RW: You have not withheld payments to allottees, part of their payments, so that their money could be used to reforest their lands if necessary if natural regeneration did not occur?

Mr. Kephart: It would have to be with the consent of the allottee, and as I recall, we have never done that.

Mr. RW: You have never asked them.

Mr. Kephart: I do not recall that we have; no.

AM: Do you recall anything of this conversation?

RW: You just read it. I recall it; that's the way it was. [laughs] I think the record speaks for itself.

AM: So are you familiar with what happened after this time? Did the BIA then come in with requests for funds to plan?

RW: No. I'm not familiar. Went on to other things and just was not further involved in it. My recollection was, generally the BIA was supposed to be undertaking some reforms, but like most things the BIA did, they didn't do it well. [chuckling] So I doubt that there was any substantial corrective action. I would simply point out, though, that as a general concept here, the theory of tribal versus allotted lands rests on the same footing. Both of these are supposed to be temporary arrangements. At some point, either the tribe is supposed to become self-governing, or the individual allottee is supposed to become competent and able to manage his property. So the issue to me is, what does the trustee do in the period when he is functioning as a trustee, and what does he do to get his ward, as it were, ready to become a full functioning citizen? The assumption is that, with the American Indian, we are not dealing with someone who is a mental incompetent who's a ward of the court because he or she was born mentally or physically defective and can't handle their own affairs. What we're dealing with is people who, under our theory of "Indians" are being brought into a state of education and competence, which enables them to function as any other citizen. And then whatever property the government was managing for them in its trust capacity, tribal or individual, becomes their property to manage as individuals just like any other citizen. And there's where the BIA breaks down. So when Kephart's answering that question, though we haven't asked them if they'd like to put some of their money into reforesting their lands, we haven't done it. What he's saying is we haven't met our trust responsibility, and we haven't even thought about it.

AM: There was a change of philosophy around 1934 in the sense of, in 1887 with the General 

Robert Wolf Interview, OH 227-038, 039, Archives and Special Collections, Mansfield Library, University of Montana-Missoula.
Allotment Act, that established 25 years of trust responsibility with the idea that within the 25 years the Indians had all been declared competent, which was extended for another 25, and then in 1934 that act extended it indefinitely. But then in the 1970s, especially in the 1975 Indian Self-Determination Act, there's been a greater move to give responsibility to at least tribes on things like reforestation, but just to bring you up to date on what happened on regeneration after '57. The Bureau did do some limited planting in the 1960s through the Bi-Indian Act, which I think went back to 1908. And then in 1970 they started a 10-year rehabilitation program, and they were going to plant, I think it was 2,000 acres a year for 10 years starting in 1970, but the plantations were pretty unsuccessful because they were planting trees among all the slash, and they didn't want to burn the logging slash because they were afraid of [inaudible], they'd get in all that horrendous amount of volume. And so nothing much was happening of a successful nature until 1979, when Joe Delacruz, the Quinault tribal chairman, convinced Cecil Andrews, the secretary of Interior, to come visit the reservation, and after that visit, he then made some key personnel changes in the BIA, which then allowed them to change their no-burning policy. And in 1980 the tribe, with the BIA's consent, started a policy of burning logging slash and then planting trees, and they pretty much have been doing that, doing it right, since about 1980.

RW: Except by 1980, 2/3 of the reservation has already been cut, but it's another example of the way the policy failed to meet the trust obligations over the years. And while the current policy may meet it, on the other side of the coin, there is no federal policy to go back on an equity basis and correct the past mistakes that were made. We just walk on by.

AM: By 1980, probably more like 7/8 of the reservation had been cut, and the current status is that [inaudible] reached settlement in the court case, but most of those timber stands are either poorly stocked with trees or they're adequately stocked by numbers of trees. Those trees are growing very poorly because they're growing off on all this logging slash and nothing is going to happen to really change that, the situation with most of the lands, because ...

RW: I would close on the note that perhaps the only saving grace is that in reality the Quinault people, their forbears, never owned and operated these lands. So whatever they got is greater than what they had. But what we have created is peculiar policy that pretends that these people had all that 80-acre allotment somewhere around the Pacific Northwest. We've lumped them together with 80-acre allotments that have been mismanaged, and now we're trying to figure out what we're going to do as a result of 100 years of mismanagement.

AM: And we don't seem any closer to having really figured it out.

RW: Yes. [chuckle]

AM: Well, thank you, Bob.

[End of Interview]