



INTERIOR BOARD OF INDIAN APPEALS

Doug Scherler v. Anadarko Area Director, Bureau of Indian Affairs

33 IBIA 276 (05/03/1999)



United States Department of the Interior

OFFICE OF HEARINGS AND APPEALS
INTERIOR BOARD OF INDIAN APPEALS
4015 WILSON BOULEVARD
ARLINGTON, VA 22203

DOUG SCHERLER, : Order Docketing and Dismissing Appeal
Appellant :
 :
v. :
 :
ANADARKO AREA DIRECTOR, : Docket No. IBIA 99-56-A
BUREAU OF INDIAN AFFAIRS, :
Appellee : May 3, 1999

Appellant Doug Scherler seeks review of a March 15, 1999, decision issued by the Anadarko Area Director, Bureau of Indian Affairs (Area Director; BIA), finding that there was no appealable BIA decision in regard to the cancellation of Appellant's Farming and Grazing Lease No. 45035. The lease was cancelled by the Kiowa, Comanche, and Apache Intertribal Land Use Committee (KCAILUC). For the reasons discussed below, the Board of Indian Appeals (Board) dismisses this appeal for lack of jurisdiction.

In addition to the materials submitted by Appellant with his notice of appeal and statement of reasons, the Board has before it a copy of Appellant's lease and two letters to Appellant from the KCAILUC, dated May 15, 1998, and October 1, 1998. These materials were furnished to the Board by the Anadarko Agency, BIA, at the Board's request.

The lease between Appellant and the KCAILUC covered 1,452.50 acres of land, more or less, jointly owned in trust by the Kiowa, Comanche, and Apache Tribes of Oklahoma. The lease had a term running from January 1, 1995, through December 31, 1999, and was approved by the Superintendent, Anadarko Agency, BIA, on January 30, 1996.

As relevant to this appeal, the lease contained a Cancellation Clause, which provided:

Land may be needed for future development and lessors request right to cancel with 30 days notice all or a portion of lease. If such cancellation occurs, lessee will be refunded by lessor the corresponding rental amount for the period (in months) that said lessee will not have the use of said land as originally agreed to by both parties in this lease. Lessee wil [sic] only be refunded for those remaining full months which they do not have use of the land, and such refunds shall not exceed the period or amount originally agreed to in this lease.

