

MICHAEL G. DENNISON,)	AGBCA No. 97-202-1
)	
Appellant)	
)	
Representing the Appellant:)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

June 3, 1999

OPINION BY ADMINISTRATIVE JUDGE ANNE W. WESTBROOK

This appeal arose under Contract No. 16-07-037300 between the Forest Service, U. S. Department of Agriculture (Government), and Michael G. Dennison of Charlo, Montana (Appellant). The contract was for the sale of timber referred to as the Trout Creek Blowdown Timber Sale in the Lolo National Forest in Montana.

The Contracting Officer issued a decision assessing damages for Appellant's failure to complete the timber sale contract. Appellant filed a timely appeal which was docketed at the Board on September 9, 1997. Appellant claimed he had been falsely accused of not reporting all loads hauled. He also claimed the Forest Service prevented completion by reversing a previous oral permission to using his rubber tired skidder for ground lead skidding. He disputed computation of damages. The parties filed pleadings and the Government filed an Appeal File. Appellant requested a hearing

in the matter. The Board held a telephonic conference with the parties on February 2, 1999, after which a hearing was set for April 21 in Missoula, Montana. A pre-hearing conference was conducted on March 19, 1999. Thereafter, the parties contacted the Board advising that the appeal had been settled. Subsequently, the parties furnished the Board a copy of both a Stipulation for Dismissal with Prejudice and a Settlement Agreement and Mutual Release wherein the parties fully resolved and settled AGBCA No. 97-202-1. The Agreement and Release recited the terms and conditions by which the appeal was settled and stated that the parties accepted those as adequate consideration for full satisfaction and accord in the resolution of the appeal. The Stipulation for Dismissal with Prejudice, signed by counsel for each party, stated that they agreed that the appeal should be dismissed with prejudice.

DECISION

In accordance with the request of the parties, the appeal is hereby dismissed with prejudice.

ANNE W. WESTBROOK

Administrative Judge

Concurring:

EDWARD HOURY

Administrative Judge

JOSEPH A. VERGILIO

Administrative Judge

Issued at Washington, D.C.

June 3, 1999