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Special Issue: Legal Issues in Aboriginal Water Rights

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Special Issue: Legal Issues in Aboriginal Water Rights

Introduction

On October 2 and 3, 1986 the Institute and the Native Law Centre at the University of Saskatchewan presented a national workshop on Aboriginal Water Rights. More than 60 people attended the workshop in Saskatoon and participated in sessions dealing with such topics as: the aboriginal conception of water rights; the Peigan Indian Nation and the Oldman River; the impact of hydro-electric development on aboriginal lands; the legal response to the impact of water pollution on aboriginal lands; and the enforcement of aboriginal water rights through negotiation, mediation and litigation. In addition to serving as a forum for the dissemination of information and expert views, the workshop enabled groups that faced similar problems to make contact and exchange ideas with each other.

The Aboriginal Water Rights workshop was the third in a series of workshops being held under the Institute's four-year Canadian Water Law Project which spans the subjects of water allocation, water quality, interjurisdictional problems, and aboriginal water rights. Funding for the Canadian Water Law Project is being provided by the Donner Canadian Foundation and Environment Canada. The Department of Indian Affairs and Northern Development (Saskatchewan Region) provided a grant for the Aboriginal Water Rights workshop.

This issue of *Resources* contains articles based on three of the presentations made at the workshop.

Prior and Paramount Aboriginal Water Rights in Canada

by Richard H. Bartlett

Aboriginal rights in Canada are founded on the recognition of the original ownership by the aboriginal peoples of the lands and waters of their traditional territory and of the need to ensure that such ownership is properly protected. Water rights are just one element of aboriginal rights, but an element which is becoming of enormous significance as water resources become scarce and aboriginal peoples start to assert their rights. The significance of aboriginal water rights has long been recognized in the United States. The substantially common jurisprudence of aboriginal rights that Canada and the United States share suggests that decisions from the United States may point to the general direction in which Canadian courts may move.

It is already clear that the concept of aboriginal title to traditional lands and waters in Canada commands as much legal respect as in the United States. The Supreme Court of Canada in *Calder* v. *A.-G. B.C.* [1973] S.C.R. 313 and *Guerin* v. *The Queen* [1984] 2 S.C.R. 335 has clearly recognized aboriginal title at common law. The title extends to the water of the traditional territory of aboriginal people. The massive James Bay hydro project was halted by litigation asserting aboriginal title to the lands and waters to be affected. The litigation led to the James Bay and Northern Quebec Agreement whereby the Indians and Inuit of the region surrendered their aboriginal title in return for other lands and controls upon the project.

The original ownership by the aboriginal peoples led to attempts in the eighteenth and nineteenth centuries to settle their claims by treaties and agreements and the setting apart of lands and waters as reserves, albeit that the setting apart of lands and water in the Atlantic Provinces and British Columbia was often done without a treaty or agreement. Aboriginal water rights depend upon the terms of the treaties, the assurances given and the intent with which the lands were set apart. Invariably the treaties and the intent of the government contemplated the maintenance of the traditional way of life of hunting, trapping and fishing of the aboriginal peoples and at the same time the agricultural and other economic development of the lands set apart. The aboriginal water rights that are necessary to achieve these objectives are extensive and are likely to conflict with non-aboriginal water uses such as upstream hydro-electric development or irrigation. This is the basis on which the Peigan Indian Band of Southern Alberta and Treaty #7 is challenging the construction of a hydro and irrigation dam upstream from the reserve. In British Columbia the Oregon Jack

Creek Band is challenging the double-tracking of the CN rail line along the Fraser River as an interference with fishing and water rights attaching to their reserve lands. In *Pasco* v. *Canadian National Railway* [1986] 1 C.N.L.R. 34, aff'g (1985) 69 B.C.L.R. 76, the British Columbia Court of Appeal upheld an interim injunction issued by the Supreme Court to restrain the construction. The British Columbia Supreme Court had emphasized that the reserve had been set apart in contemplation of the preservation of the salmon fishery.

The judicial approach to the meaning of treaties, statutes and orders in council affecting aboriginal water rights is, of course, a matter of the greatest significance. The Supreme Court of Canada has made clear that aboriginal rights must be properly protected. The Court has recently declared that treaties and statutes must be given a "fair, large and liberal interpretation in favour of the Indians": *Nowegijick* v. *The Queen* [1983] 1 S.C.R. 29; *Simon* v. *R.* [1985] 2 S.C.R. 387, and that a clear and plain indication of intention to abrogate aboriginal rights must be shown: *Calder*; *Hamlet of Baker Lake* v. *Minister of Indian Affairs and Northern Development* (1980) 107 D.L.R. (3d) 513 (F.C.T.D.). Such dicta were cited with approval in *Pasco*.

The approach of the Supreme Court of Canada suggests a broad scope to aboriginal water rights. In the United States the Courts have held that Indian water rights *inter alia* extend to irrigation of "all the practically irrigable acreage" of a reservation and preservation and replacement of traditional fishing grounds. It has been declared that water rights must be construed with regard to the "general purpose" of a reservation - "providing a homeland for the survival and growth of the Indians and their way of life". Aboriginal water rights include both consumptive uses such as irrigation and non-consumptive uses such as the natural flow required for trapping and fishing. Further, the rights extend to the quality as well as the quantity of water. It would be a violation of aboriginal water rights to pollute traditional fishing grounds.

The protection of aboriginal rights recognized by the Supreme Court of Canada suggests a judicial disclination to conclude that rights have been abrogated by general legislation. For example, an important question is whether the North West Irrigation Act of 1894 can be construed so as to deny Indian treaty rights to water in the Prairies. The probable answer is that it should not be so construed. The Act failed to provide a clear and plain indication of an intention to deny such rights, and was enacted at the very time the Government was continuing by treaty to promise the Indians the right to develop their lands while still maintaining their avocations of hunting, trapping and fishing. A similar uncertainty was resolved in favour of the Indians in the United States as far back as 1908. In the landmark case of *Winters* v. *United States* 207 U.S. 564 (1908) the Supreme Court of the United States declared:

> That the Government did reserve them we have decided, and for a use which would be necessarily continued through years. This was done May 1, 1888, and it would be extreme to believe that within a year Congress destroyed the reservation and took from the Indians the consideration of their grant, leaving them a barren waste - took from them the means of continuing their old habits yet did not leave them the power to change to new ones.

It would be "extreme to believe" and would entail a highly disenchanted view of federal policy to conclude that the Canadian government, in the midst of treaty negotiations with the Indians, denied the water rights which were so much the substance of the treaty promises.

The early date at which aboriginal peoples settled their lands means that almost invariably their water rights will be prior in time to other settlers. Subsequent settlers must take subject to the water rights already promised or set apart for the aboriginal people. In the words of the United States Court of Appeals for the Ninth Circuit in *United States* v. *Walker River Irr. Dist.* 104 F. 2d 334, 339 (U.S.C.A. 9th, 1939):

> The settlers who took up lands in the valleys of the stream were not justified in closing their eyes to the obvious necessities of the Indians already occupying the reservation below.

Not only are aboriginal water rights "prior", they may also properly be termed "paramount". Prior to 1982 they were immune from provincial abrogation and thereby paramount to provincial interests because exclusive jurisdiction over "Indians and lands reserved for the Indians" vested in the federal government. In 1982 aboriginal rights were entrenched in the constitution. It would seem that aboriginal water rights are now immune from both federal and provincial abrogation. They are "prior and paramount".

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The Current Status of Tribal Water Rights in the United States

by John E. Echohawk

In recent years, Indian tribes in the United States have become more aggressive in asserting their rights and for the most part have been successful. The strategy that they have employed has been litigation in the courts of the United States to enforce the rights they possess under federal treaties and laws. As a result, despite ongoing problems, there is a clear sense of progress among the tribes in the recognition of their tribal rights.

Nowhere is this more evident today than in the area of tribal water rights. Not too long ago, government and private interests in the semi-arid western United States scoffed at the notion of tribal water rights that could be superior to their own. Today, however, those same interests are locked in huge court battles with the tribes or furiously negotiating with them to preserve as much of the *status quo* as possible.

The landmark case in Indian water rights was decided by the United States Supreme Court in 1908. In *Winters* v. *United States*, 207 U.S. 564, it was held that federal law reserved water rights that allowed tribes to preempt existing water users who were exercising water rights under western state laws. Those state laws are generally based on the principle of first in time of use, first in right. The tribal right is superior to all uses that began after the particular Indian reservation was established. Under the

Winters doctrine, as it has become known, tribes have the right to use sufficient water for present and future needs to fulfill the purposes for which their reservations were established. The Court held that Congress impliedly reserved this right for them because it could not have intended to place tribes on useless, barren lands without means of support. The time at which a tribe starts using its water makes no difference - it still has priority over non-Indian uses begun after the reservation was created.

The existence of Indian reserved water rights under the Winters doctrine was reaffirmed by the United States Supreme Court in 1963. In *Arizona* v. *California*, 373 U.S. 546, the Court allocated approximately 1 million acre-feet of water annually to five Indian reservations along the Colorado River for present and future uses under the Winters doctrine. The Colorado River has an annual flow of about 13.5 million acre-feet of water. The standard for quantification of the Indian reserved water rights approved by the Court in this case to satisfy present and future Indian needs was the amount of water necessary to irrigate all of the practically irrigable acreage on the reservations. With around 135,000 irrigable acres of land involved, the Court held that about 1 million acre-feet of water was reserved for Indian irrigation purposes.

At the present time, there are approximately 50 cases in the courts of the western United States involving the adjudication of Indian reserved water rights. The purpose of these cases is to define or quantify the amount of water that the tribes are entitled to under their reserved rights as was done in *Arizona* v. *California*. Although tribal claims based on the practicably irrigable acreage standard predominate, some claims are also being made for non-agricultural water uses that would also fulfill the purposes for which the reservations were created as enunciated in the Winters doctrine. These cases are typically huge and complex, pitting the states and thousands of private water claimants under state law against the tribes and the federal government as trustee for the tribes.

Progress in these cases was slowed considerably for a number of years while a threshold issue common to most cases was ultimately decided by the United States Supreme Court. That key issue was whether the federal courts or the state courts had jurisdiction to adjudicate Indian water rights. Tribal rights, recognized by federal law, have traditionally been adjudicated and protected in federal courts. Tribes are reluctant to submit to state court jurisdiction because those courts are often viewed as hostile forums. On the other hand, state and private parties felt that their state-created rights would be better protected from the Indian reserved rights by state courts. The Supreme Court resolved the controversy in 1983 in the case of *Arizona* v. *San Carlos Apache Tribe*, 463 U.S. 545, holding that an act of Congress in 1952 impliedly authorized the adjudication of Indian water rights in state courts. Although federal courts also have jurisdiction to hear these cases, the Court held that normally the cases should proceed in state court. The Court also emphasized, however, that state courts are bound to respect federal law which defines tribal reserved water rights.

While many people felt that this decision tipped the scales in favor of state interests in quantifying Indian water rights, the results of the first such case to be decided by a state court did not bear out this assumption. Although the State of Wyoming spent millions of dollars over several years trying to defeat the Winters doctrine rights of the Shoshone and Arapaho Tribes of the Wind River reservation in a long state court trial, the decisions of the state courts have thus far upheld most of the tribal claims. *In re: The General Adjudication of All Rights to Use Water in the Big Horn River System, No. 4993 (Wyo. Dist. Ct. May 10, 1983), modified No. 101-234 (Wyo. Dist. Ct. June 8, 1984).* The case is currently pending in the State Supreme Court of Wyoming.

The lesson which is apparent to all parties as a result of this case so far is that tribal reserved water rights are strong, no matter which court is deciding them. Tribes and state interests alike both followed the Wyoming case closely. Tribes feel that their claims are still strong in state courts while states feel that they may have little to gain in contesting tribal water rights in court even if they can afford the millions of dollars necessary to do it. These changing circumstances, which seem to underscore the seriousness of tribal water claims, have led to a new approach by many of the parties in recent years – negotiations aimed at reaching out-of-court settlements.

Negotiated Indian water rights settlements are not new, but are only now being considered as perhaps the best way to resolve many of these controversies which are of increasing concern in the western states. A settlement was reached with the Ak-Chin Indian Community in Arizona in 1978, which was amended in 1984, providing the Community with 85,000 acre-feet of water. P.L. No. 95-328, 42 Stat. 409 (1978); P.L. No. 98-530, 98 Stat. 2698 (1984). The Papago Tribe of Arizona settled its claim for a commitment of 76,000 acre-feet of water in 1982. P.L. No. 97-293, Title III, 96 Stat. 1274. In 1985, the State of Montana and the Assiniboine and Sioux Tribes of the Fort Peck Reservation reached agreement on quantifying the Tribes' water right at approximately 1 million acre-feet of water. S.B. 467, 49th Leg. 1985 Montana Laws, ch. 735. Most recently, the Southern Ute and Ute Mountain Ute Tribes of Colorado entered into an agreement that promises a $550 million water project that would provide sufficient storage water to satisfy their water rights and those of their non-Indian neighbors. Congressional action will be necessary to implement that agreement.

Federal funds are often a key element in water settlement negotiations to build needed facilities or provide settlement funds to the parties. Cost sharing from the parties is required by the federal government, but even then it may be difficult to persuade the federal government to fund its share of an agreement, particularly in these times of great concern in Washington over federal budget deficits. The parties, however, generally see an obligation on the part of the federal government to find solutions to these problems because it was the federal government that encouraged western water development but did not move as trustee for the Indians to protect tribal water rights until fairly recently.

A coalition of western Indians and non-Indians, the Ad Hoc Group on Indian Reserved Water Rights, has been formed and is stressing the importance of this issue in the west to the Department of the Interior and to Congress.

Composed of the Western Regional Council, the Western Governors' Association, the Western States Water Council, the National Congress of American Indians, the Council of Energy Resource Tribes, and the Native American Rights Fund, the Group has been instrumental in forcing the federal government to take Indian water settlement negotiations seriously. A large portion of the water in the west is at stake in these claims, over 45 million acre-feet of water according to a 1984 Western States Water Council survey. Failure to settle these claims by agreement among the parties wherever possible will lock the west into a scenario of decades-long litigation that will inevitably result in real winners and losers and major economic disruptions.

In conclusion, it is important to remember that the Indian water rights struggle has been a long one, commencing with the *Winters* case in 1908. This fight has only reached current proportions because of the escalating aggressiveness of the tribes and the strength of the tribes' legal rights. Tribes are now able to negotiate out of strength and, if that breaks down, can return to litigation. This is a typical strategy in any legal controversy and is certainly a major consideration for tribes in Canada as they approach the issue of Indian water rights in Canada.

John E. Echohawk is the Executive Director of the Native American Rights Fund, Boulder, Colorado.

On Public Appropriation of Indian Water Rights

by Colin J. Gillespie

Introduction

Major watercourse developments tend to impact upon adjacent aboriginal water rights and may be inconsistent with their continued exercise. How these conflicting requirements may be accommodated is not an easy nor a new question.

In 1977 an agreement was signed on behalf of four parties: Canada, Manitoba, the Manitoba Hydro-Electric Board ("Hydro"), and the Northern Flood Committee Inc. ("NFC") representing five Indian Bands in northern Manitoba. The agreement is to continue in force during the existence of a massive multi- billion dollar hydro-electric development which affects a significant portion of the province in the area occupied and traditionally used by members of the Bands. It has come to be known as the Northern Flood Agreement ("NFA").

The NFA has provided a model for subsequent agreements relating to conflicts between resource developments and native rights. It is a complex agreement. Broadly, it includes substantive rights independent of project development (such as a defined area of new reserve lands and a defined selection process), rights in principle whose application depends upon the unfolding of the project (such as the right to free and normal navigation), an inter- governmental planning process linked to community-based plans, and a continuing arbitration process to resolve all related disputes.

This paper focuses on only two aspects of the agreement's history. The first strikes a hopeful note, and suggests that this kind of agreement may offer a solution for an otherwise intractable problem in such resource developments. The second is cautionary, its thesis being that an unresol conflict of interests on the part of the federal governm may generate continuing problems for implementation of this and similar agreements.

Knowledge and Values

It is conventional in Canada for major resource development projects to be decided upon without adequate knowledge of the physical, ecological, social and economic consequences which will result. This is so not only by reason that Canadian resource law lacks an equivalent of the National Environmental Policy Act which, in the USA, requires assembly of knowledge concerning such consequences to state-of-the-art standards. It is also a reflection of the limitations of the state of the art; our science is not as infallible as we sometimes like to think. Indeed, experience relating to the NFA suggests that native residents of the project area, though armed with inadequate information regarding the particulars of the project, may have anticipated the global consequences of the project more accurately than did researchers or government and utility advisors.

This deficit in knowledge intersects with the gulf between two disparate value systems to produce an enormous difficulty in devising any mutually agreeable solution. In bald terms, it is hard to get agreement between a party which believes the adverse consequences of development to be minimal and another which believe they will be catastrophic. It is more difficult when even those predicted consequences which may be more or less common ground (as to knowledge) are valued little by the one and very highly by the other.

Agreements of the NFA type may provide a tool for solving such problems. To do so, the fundamental premises of an agreement must include: that the project costs should be distributed more or less according to the benefits; and that adverse effects must for this purpose be viewed in light of the values of those affected. In its 1975 Summary Report, the Lake Winnipeg, Churchill and Nelson Rivers Study Board asked:

> Who are the principal recipients of the benefits, and who bears the burden of the costs? ...

and concluded:

> Private property damages, lifestyle disruptions and income losses resulting from displaced resources ... should be compensated. To do otherwise would distribute or transfer costs to a specific group of Manitobans.

Upon these premises, the lack of reliable or mutually acceptable knowledge of the effects of development may be accommodated by agreement on measures to ascertain these facts, and on principles to apply once the become known. For example, the NFA provides that:

> ... mitigatory and/or remedial measures ... shall be preferred and only where [such] measures are not feasible or fail in effectiveness shall monetary compensation be ordered in lieu thereof ....

and further:

> ... [A]n appropriate and just remedy in respect of [each adverse effect] of the Project on any person ... shall at a minimum place that person in no worse position in that respect than he would have been in the absence of the adverse effect ....

The NFA, through the continuing arbitration instrument, provides the means for developing a body of special jurisprudence concerning the application of these principles to the emerging facts. In a sense, the arbitration decisions update the agreement. In this sense, the NFA is now considerably more specific than it could have been when written.

This body of jurisprudence rests upon values commensurate with those of the native people. One example may be found in the broad concepts of injurable rights under the NFA. Unlike the focus of Canadian law in this respect upon identified property rights, the NFA speaks of "lands, pursuits, activities and lifestyles". Correspondingly, the agreement is not restricted in its reach to the reserves which (all the land being the subject of Treaty 5) are the only lands in which there is recognized title for the benefit of the Bands, but provides for remedies reaching into all of the affected lands and waterways used by Band members. By corollary, the NFA provides an opportunity and conceptual structure for the developer to legitimize and to administer the process whereby costs are identified within the value system of those affected rather than of the developer, and are attributed to those who benefit from the project. This opportunity may not have been fully embraced or even fully understood, for reasons including the developer's anxieties relating to Canada's role.

Canada - The Fiduciary Opponent

It is easy to conceptualize issues of this kind in terms of a dispute between the developer and the native residents about who should have sway over and use of the resources of the waterway and its hinterlands. In the case of the NFA at least, this would not be a sufficient, nor alone an accurate, conception. It would be at least as accurate to conceptualize both developer and residents as pawns in a much larger game between governments. This aspect must not be neglected for it forms the foundation for the common interests which bind the residents and the developer together.

It is not yet within the capability of our science to distinguish definitively between the recent consequences of what one premier has called "one hundred years of governmental neglect" and the contemporaneous consequences of a major resource development. Neither the developer nor the native people desire to be the principal victim of the resulting opportunity for governmental buck-passing. In the case of the NFA it must be admitted that, though it was designed to address this concern, both residents and developer continue to be so victimized. Why should this be so?

It is the opinion of the writer (and admittedly one which might bear more extensive substantiation than this note can accommodate) that there is a cogent answer to this question. It lies in the role of the government of Canada in the NFA or any similar agreement.

Canada signed the NFA under the style of "Her Majesty the Queen in Right of Canada as Represented by the Minister of Indian Affairs and Northern Development", and this style reflects the subsequent administrative arrangements respecting the agreement. The Supreme Court of Canada has recently held that the minister (and, by extension, his department, DIAND) has a fiduciary duty to the Indian people in circumstances where he has a discretion (or power) to act one way or another so as to affect their lands or perhaps other rights. This is not precisely the same as the minister being a trustee, but the difference is of largely academic legal interest; the standards of conduct required by law are similar. Possibly the most fundamental of those standards is to act, and be seen to act, clearly in the interests of the beneficiary. The fiduciary, like the trustee, must avoid any conflict of interests.

In the case of the NFA, it is to be supposed that DIAND carries out the minister's fiduciary responsibilities while simultaneously protecting the proper financial and bureaucratic interests of the department and of the entire government of Canada, under an agreement which has already had major financial and bureaucratic consequences for Canada. This must rank as one of the more blatant and obvious conflicts of interests which could be devised. To this it should be added immediately that this result was not devised. Rather it happened, it just grew, and no-one has yet devised a remedy for it. Failing such remedy, it is difficult to foresee some means by which implementation of the NFA could unfold as intended. The compromised role of Canada leads readily to fears on the part of both province and utility that, if they are forthcoming with their own obligations, they will soon be paying for Canada's defaults.

It is not necessary to impute bad faith or incompetence to anyone involved. The condition is akin to what was once conceived, inaccurately as is now known, to be the nature of schizophrenia; and therefore its name derived from the Greek for "split mind". There are those who toil to perform well the minister's obligations, and there are others who toil to protect him and all ministers from obligation. Many on both sides are aware of the contradiction. Many wrestle mightily with it, especially those whose duties involve both aspects. But none can reconcile it, for it cannot be reconciled, and therein lies the reason why the law requires the fiduciary to avoid conflicts.

Conclusion

The NFA was signed by the parties in 1977 because they came to recognize that it was in accord with their several interests and, in that sense, with the public interest. While later exigencies may always disturb perceptions of the public interest or give pause to its implementation, none of these influences appears to have matched in significance the pervasive and continuing atmosphere of confusion, suspicion and unwillingness to act which follows upon the federal 'schizophrenia'.

It might be thought fitting for this paper to pose a solution for the malady but that would raise issues more far-

-reaching than the present subject-matter. Until a solution is devised it may be prudent for Indian people to be wary of similar agreements involving the minister, lest they should transform fiduciary into opponent.

Dr. Gillespie is a partner in the Winnipeg law firm of Taylor Brazzell McCaffrey. He was formerly a research officer, in the field of medical biophysics, with Atomic Energy of Canada Limited.

Contract Law Course

Due to the popularity of the Institute's first public contract law course, presented February 26 and 27, the Institute is offering another public course on May 21 and 22 at Calgary's Highlander Hotel. Previously, the course has been offered to employees of Gulf Canada, Home Oil, Canadian Superior, Mobil Oil, and Suncor Resources.

Aimed at non-lawyers in the petroleum industry who deal extensively with contracts, the course examines such issues as how a contract is formed and terminated, the concepts of consideration and privity, judicial approaches to the interpretation of contracts, and the calculation of damages. In addition, the course scrutinizes a number of clauses commonly found in petroleum industry contracts (including *force majeure*, independent contractor, choice of laws, liability and indemnity, and confidential information). The course does not focus upon specific *types* of contracts used in the industry but is geared for industry personnel at all levels whose jobs require them to understand the basics of contract law. Materials prepared for the course draw upon Canadian cases involving the petroleum industry.

Course instructors are Nicholas Rafferty, a contract law professor in The University of Calgary's Law Faculty, and Constance Hunt, Executive Director of the Institute. The course involves lectures by the instructors, but also utilizes individual and group problem-solving methods.

The registration fee is $295. This includes all materials and lunch both days. If you are interested in registering for this course please contact Shirley Babcock at 220-3200 as soon as possible since space is extremely limited.

Institute Activities

Institute Executive Director Constance Hunt recently visited the University of Victoria Faculty of Law. While at the University she gave guest lectures in Coastal and Marine Law, presented a course dealing with petroleum industry contracts, and offered a faculty seminar on the report of the Task Force to Review Comprehensive Claims Policy.

On March 14 Constance Hunt was a commentator at the Social Science Federation of Canada's "National Conference on University Research Centres in the Social Sciences and Humanities". She participated in a plenary session on the topic "The Research Centre in the University: Structural and Functional Issues."

Publications

Liability for Drilling- and Production-Source Oil Pollution in the Canadian Offshore, Christian G. Yoder. Working Paper 12. 1986. 8[illegible] p. $15.00.

A Guide to Appearing Before the Surface Rights Board of Alberta, (Second Edition) by Barry Barton and Barbara Roulston. Working Paper 11. 1986. 124 p. $15.00

Crown Timber Rights in Alberta, by N.D. Bankes. Working Paper 10. 1986. 128 p. $15.00

A Reference Guide to Mining Legislation in Canada, by Barry Barton, Barbara Roulston, and Nancy Strantz. Working Paper 8. 1985. 120 p. $20.00

The Canadian Regulation of Offshore Installations, by Christian G. Yoder. Working Paper 9. 1985. 116 p. $15.00

The Assignment and Registration of Crown Mineral Interests, by N.D. Bankes. Working Paper 5. 1985. 126 p. $15.00

Oil and Gas Conservation on Canada Lands, by Owen L. Anderson. Working Paper 7. 1985. 122 p. $15.00.

Public Disposition of Natural Resources, Essays from the First Banff Conference on Natural Resources Law, Banff, Alberta, April 12-15, 1983; Nigel Bankes and J. Owen Saunders, eds. 366 p. (hardcover) $45.00

Canadian Maritime Law and the Offshore: A Primer, by W. Wylie Spicer. Canadian Continental Shelf Law 3; Working Paper 6. 1984. 65 p. $11.00

Fairness in Environmental and Social Impact Assessment Processes, Proceedings of a Seminar, The Banff Centre, February 1-1983; Evangeline S. Case, Peter Z.R. Finkle and Alastair R. Lucas, eds. Proceedings 2. 125 p. $15.00

Canadian Electricity Exports: Legal and Regulatory Issues, by Alastair R. Lucas and J. Owen Saunders. Working Paper 3. 1983. 40 p. $7.50

The International Legal Context of Petroleum Operations in Canadian Arctic Waters, by Ian Townsend Gault. Canadian Continental Shelf Law 2; Working Paper 4. 1983. 76 p. $7.00

Acid Precipitation in North America: The Case for Transboundary Cooperation, by Douglas M. Johnston and Peter Finkle. 1983. 75 p. $8.00

Petroleum Operations on the Canadian Continental Margin - The Legal Issues in a Modern Perspective, by Ian Townsend Gault. Canadian Continental Shelf 1; Working Paper 2. 1983. 113 p. $8.00

Environmental Law in the 1980s: A New Beginning, Proceedings of a Colloquium, The Banff Centre, November 27-29, 1981; Peter Z.R. Finkle and Alastair R. Lucas, eds. Proceedings 1. 233 p. $13.50

Environmental Regulation - Its Impact on Major Oil and Gas Projects: Oil Sands and Arctic, by C.D. Hunt and A.R. Lucas. 1980. 168 p. $10.95

Publications are available from: Canadian Institute of Resources Law, 430 Bio Sciences Building, Faculty of Law, The University of Calgary, Calgary, Alberta, Canada T2N 1N4. Telephone (403) 220-3200. Telex 03-821545. Telefax (403) 220-7000. For Postage and Handling please add: 20% Canada, 30% USA, 40% outside North America.

Canada Energy Law Service (ISBN 0-88820-108-7) is a three volume looseleaf service published in conjunction with Richard De Boo Limited. It is a guide to the energy tribunals of the western provinces, Ontario, and Canada. For each tribunal considered there is a commentary, a collection of legislation, and a digest of board decisions and applicable judicial cases. Over the long-term the Service will be extended to cover other provinces and the Territories. It is available from: Richard De Boo Limited, 81 Curlew Drive, Don Mills, Ontario M3A 3P7. For more information you can call toll- free 1-800-387-0142 (Ontario and Quebec) or 1-800-268-7625 (other provinces, including area code 807).

Managing Natural Resources in a Federal State, Essays from the Second Banff Conference on Natural Resources Law, Banff, Alberta, April 17-20, 1985. Edited by J. Owen Saunders. Published by Carswell Legal Publications, 1986. 372 pages hardcover. $62.50. This book may be ordered from: Carswell Legal Publications, 2330 Midland Avenue, Agincourt, Ontario M1S 1P7 or call toll free 1-800-387-5164. If payment accompanies your order, Carswell will pay for postage and handling.