The Boundary Point

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Case Commentaries on Property Title and Boundary Law

The Boundary Point is published by Four Point Learning as a free monthly e-newsletter, providing case comments of decisions involving some issue or aspect of property title and boundary law of interest to land surveyors and lawyers. The goal is to keep you aware of decisions recently released by the courts in Canada that may impact your work.

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There has been much litigation and discussion of indigenous title, indigenous rights and treaty rights in recent years; the courts continue to build upon and refine the approach to treaty interpretation in order to give effect to the principle of reconciliation. While treaties are binding agreements between parties, they are much more than contracts. As such, principles of interpretation rooted solely in contract law, are not enough. One cannot approach a treaty, particularly a treaty entered into over a hundred years ago between Crown representatives and indigenous leaders, in the same way that one would approach a modern contract.

This topic – a principled approach to treaty interpretation – has developed its own genre, or specialty of law: indigenous or aboriginal law. While this may not be unexpected, one consequence has been a growing depth and expansion of this topic at the risk of relative isolation from other areas of law. Real estate lawyers may not feel a need to concern themselves at all with a treaty made centuries ago. Likewise, land surveyors may not think treaties are relevant to any boundary question or land development undertaken for a client today. Yet, society as a whole is called upon to embrace principles of reconciliation. The 94 *Calls to Action*[1] impact every segment of society – even private business, government agencies and, of course, our view of land. The *Calls* ask for many changes – including law school programs - and challenge our collective awareness and understanding of how we relate to "land."[2]

[1] https://ehprnh2mwo3.exactdn.com/wp-content/uploads/2021/01/Calls_to_Action_English2.pdf

[2] This is a problem that continues with, for example, a summary dismissal by some professionals based on a perception of irrelevance. The argument is sometimes posed as a question: "*How is a treaty relevant to my development of a condominium project?*" The question implies its own answer for the real estate lawyer: "*Not at all because our Land Titles system of land registration does not accommodate any residual indigenous rights – even if such rights do still exist.*" For provincial land surveyors the dismissal might come even more easily: "*If a boundary involves the limit of a reserve, then this is work conducted by a Canada Lands Surveyor and any other boundary is no longer impacted by treaties made centuries ago.*" The problem is therefore one of denial – the curtain is closed on any examination or search for a deeper understanding of the land policies which attracted and encouraged European settlement. Yet, these same policies are studied for land tenure and the survey of lines and township

In the decision of a five judge panel of the Ontario Court of Appeal released late last year, in *Restoule v. Canada (Attorney General)*[3] the court was tasked with reviewing the trial judge's two decisions in a matter that concerned the interpretation of an annuity provision found in the historic Robinson-Huron Treaty and the Robinson-Superior Treaty entered into between the Anishinaabe of the upper Great Lakes and representatives of the Crown in 1850. The Court of Appeal unanimously concluded that the Honour of the Crown – a principle requiring the Crown to act honourably in its dealings with aboriginal people – was applicable. The majority held that the trial judge had not erred in her interpretation of the treaties and while the minority disagreed with some of the trial judge's interpretation, they did agree that the Crown had failed to implement the promises within the treaties and that the Court could compel it to do so.[4] While the decision was centred around the question of annuity payments as set out in the Treaties, the Court's discussion of treaty interpretation and in particular the discussion of consideration of historical and contextual evidence will be of great interest from a boundary law perspective in understanding how one might approach questions of spatial extent raised in future treaty land entitlement cases.

Principles of Treaty Interpretation

Key Words*: treaty interpretation, historical context, reconciliation, Crown-indigenous relations, Honour of the Crown*

The decision of the Ontario Court of Appeal in *Restoule* is a thorough discussion of treaty interpretation principles within the context of a review of a trial judge's decisions[5] on annuity payments forming part of the historic Robinson Treaties. The treaties were made close to 200 years ago between the Crown and members of several First Nations groups who historically inhabited – and continue to inhabit – areas north of the shores of Lake Huron and Lake Superior. Collectively, the First Nations were referred to as the Anishinaabe of the Upper Great

schemes for the location of boundaries – usually but not always – post-treaty making. We cannot hope for any solution in the absence of education and an awareness of how we got here. Likewise, education and awareness remain essential to making room for the persistence of certain indigenous interests and aboriginal rights after treaties had been concluded. It would appear that many treaties specifically contemplated this fact. Summary dismissal and reconciliation cannot co-exist.

[3] *Restoule v. Canada (Attorney General*), 2021 ONCA 779 (CanLII), https://canlii.ca/t/jk69c

[4] See: https://www.ontarioCourts.ca/decisions/2021/2021ONCA0779overview.htm

[5] *Restoule v. Canada (Attorney General)*, 2018 ONSC 7701 (CanLII), https://canlii.ca/t/hwqxg and *Restoule v. Canada (Attorney General)*, 2020 ONSC 3932 (CanLII), https://canlii.ca/t/j8fpz

Lakes. An annotated map appears in Figure 1 below to identify the location of the two treaties' extent.

Figure 1: The caption reads, "*The Robinson-Superior and Robinson-Huron Treaties were negotiated between the First Nations people living around Lake Superior and Lake Huron and the Crown in 1850. (Library and Archives Canada)*"[6]

In the collective reasons of the Court, the Robinson Treaty Negotiations were described in the following passage. This excerpt is lengthy but offers a clear assessment of the context within which the treaties were made:

> **(a) Instructions to Robinson**
>
> Robinson's mandate was set out in two OICs. The second, dated April 16, 1850, provided detailed instructions in response to Robinson's request for guidance. Robinson was to endeavor to secure a treaty that covered all of the territory on the northern shores of Lake Huron and Lake Superior on the following terms:
>
> - the smallest possible initial payment (less than £5000);
> - a perpetual annuity no higher than what could be generated through interest on the notional capital sum of £25,000 less the initial payment; and
> - a provision for a deduction in the annuity if the population fell below 600.
>
> As a "bottom line" alternative, Robinson was to negotiate the surrender of the north eastern coast of Lake Huron and the Lake Superior Coast that included the mining operations at Mica Bay and Michipicoten.

[6] From: https://www.cbc.ca/news/indigenous/treaties-recognition-week-ontario-1.5351817 All rights reserved.

The trial judge identified two concerns likely to have influenced the limited financial authority given to Robinson. First, the Government was of the view that the Anishinaabe were not giving up much, given that the land was not suitable for agriculture and that they would continue to live, hunt, and fish on the territories after a treaty was signed. Second, the Province of Canada was in financial crisis. Robinson was aware, prior to the treaty negotiations, that the amounts available to him could not support the standard $10 per person annuity that had been provided in other treaties negotiated since 1818.

(b) The Treaty Council

The treaty negotiations took place over three weeks in the late summer of 1850. As the trial judge noted, Robinson's diary and his Official Report were the only documents identified at trial that provided details of the Treaty Council.

Robinson first met with the Superior and Huron delegations, separately, in Sault Ste. Marie (known to the Anishinaabe as Bawaating) and Garden River, respectively. Robinson met with the Superior delegation, led by Chief Peau de Chat, for significantly longer than he did with the Huron delegation, led by Chief Shingwaukonse. The two delegations then came together in Bawaating on September 5, 1850 for the substantive treaty discussions.

The Treaty Council at Bawaating was conducted in Anishinaabemowin and English, and incorporated ceremonies and protocols characteristic of Great Lakes diplomacy. The trial judge noted that these ceremonies indicated that the Crown actors had developed a functional understanding of Anishinaabe law, diplomacy, and language.

Robinson's initial proposal regarding reasonable reservations for the Anishinaabe and continued hunting rights throughout the ceded territory was accepted without further discussion. The provisions for reserves and the protection of harvesting rights were, according to the trial judge, more expansive than the Crown's standard practice.

Robinson then discussed compensation. The Anishinaabe delegations preferred a perpetual annuity in exchange for the entire territory, rather than a lump-sum payment for only the existing mining locations. Given this preference, Robinson outlined the Crown's proposal, offering the entirety of the cash he had in hand: £4,000 ($16,000) in cash, and a perpetual annuity of £1,000, both amounts to be divided between the Superior and Huron First Nations.

Knowing that this proposal was lower than prior treaties, Robinson sought to justify it based on the unique nature of the land and other promises included in the Treaty. As the trial judge summarized, Robinson explained that:

- the land was vast and "notoriously barren and sterile" when compared to the good quality lands in Upper Canada that were sold readily at prices which enabled the Government to be more liberal with compensation;

- the settlers occupied the land covered by prior treaties in a way that precluded the possibility of Indian hunting or access to them, whereas the Anishinaabe would retain such rights over the lands ceded;
- in all probability the lands in question would never be settled except in a few localities by mining companies; and
- the occupation by settlers would be of great benefit to the Anishinaabe, who would gain a market for selling items and access to provisions at reasonable prices.

Chief Peau de Chat of the Superior delegation expressed his satisfaction with Robinson's initial proposal and requested a day to reply to Robinson's offer. Chief Shingwaukonse, from the Huron delegation, also asked for time to respond. The Chiefs both had to speak to their own Councils and determine their responses to Robinson's offer, based on consensus.

The next day, Chief Peau de Chat told Robinson that the Superior delegation was prepared to sign a treaty. Chief Shingwaukonse of the Huron delegation, on the other hand, was not. Chief Shingwaukonse made a counterproposal for an annuity of $10 per head. Robinson rejected this proposal, telling Chief Shingwaukonse that a majority of the Chiefs were in favour of the terms and that he was going to write up the Treaties on the basis approved by the Superior delegation.

After scrutinizing the timing of Robinson's initial offer and the Superior delegation's response, the trial judge found that Robinson's initial offer included the notion of an augmentation clause. She found that there was "no other reasonable conclusion". The proposed augmentation clause stipulated that the annuity would increase if revenues received from the territory permitted the government to do so without incurring loss.

On September 7, 1850, Robinson read the Robinson-Superior Treaty aloud to the Superior delegation. Translation services were provided. Chief Peau de Chat told Robinson he understood the Treaty and was ready to sign it.

Robinson met with the Huron delegation later that day. Chief Shingwaukonse repeated his counterproposal. Robinson responded with an ultimatum: those who signed the Treaty would receive compensation for their people, and those who did not would receive no such compensation and would have no treaty.

On September 9, 1850, Chief Shingwaukonse and Chief Nebenaigoching once again asked Robinson for a $10 per person annuity and raised the subject of land grants for the Métis. Robinson rejected their requests and had the Robinson-Huron Treaty read aloud to the delegation. When Chiefs Shingwaukonse and Nebenaigoching saw that other Chiefs in the Huron delegation were prepared to accept the proposed terms, they signed the Treaty.

Ultimately, the Robinson-Huron Treaty was substantially the same as the Robinson-Superior Treaty, but because the Huron population was greater the initial annuity amount was set at £600, whereas the Robinson-Superior Treaty stipulated £500.

Once the Treaties were signed, Robinson paid the Chiefs the initial sum. The Treaties were presented to Prime Minister Louis-Hippolyte LaFontaine on September 19, 1850. Robinson's final report, dated September 24, 1850, was delivered to Indian Superintendent Colonel Robert Bruce. An OIC, dated November 29, 1850, declared that the Treaties were to be ratified and confirmed.

(4) The Terms of the Robinson Treaties

The Robinson Treaties each have a surrender clause, a consideration clause, and an augmentation clause, among other terms. The trial judge set out transcriptions of both Treaties from an 1891 text.

(a) The Robinson-Superior Treaty

The trial judge reproduced the following excerpts of the Robinson-Superior Treaty:

The Surrender Clause

[The Anishinaabe of the Lake Superior territory] from Batchewanaung Bay to Pigeon River, at the western extremity of said lake, and inland throughout that extent to the height of the land which separates the territory covered by the charter of the Honorable the Hudson's Bay Company from the said tract [and] also the islands in the said lake … freely, fully and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors forever, all their right, title and interest in the whole of the territory above described [except for certain reservations (three in all) set out in the annexed schedule]….

The Consideration Clause

[F]or and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid; and for the further perpetual annuity of five hundred pounds, the same to be paid and delivered to the said Chiefs and their Tribes at a convenient season of each summer, not later than the first day of August at the Honorable the Hudson's Bay Company's Posts of Michipicoton and Fort William....

The Augmentation Clause

The said William Benjamin Robinson, on behalf of Her Majesty, who desires to deal liberally and justly with all Her subjects, further promises and agrees that in case the territory hereby ceded by the parties of the second part shall at any future period produce an amount which will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided, further, that the number of Indians entitled to the benefit of this Treaty shall amount to two-thirds of their present number (which is twelve hundred and forty), to entitle them to claim the full

> benefit thereof, and should their numbers at any future period amount to two-thirds of twelve hundred and forty, the annuity shall be diminished in proportion to their actual numbers.[7]

The trial judge held that the principle of the Honour of the Crown and the doctrine of fiduciary duty imposed an obligation on the Crown to diligently implement the Treaties' promise to achieve their purposes. More specifically it was held that the Crown had a duty to engage in a process to determine whether the annuities can be increased without incurring a loss and that the Crown did not have an unfettered discretion on how to make increases to the annuities – although it did maintain significant discretion in implementing the treaties.[8]

It was unanimously agreed that while the doctrine of the Honour of the Crown was engaged in this case, there was some disagreement within the appellate court as to whether the trial judge had erred in her interpretation of the treaties.

The discussion of treaty interpretation by Justices Lauwers and Pardu's begins with the text in question within the treaty document, and then summarises the relevant principles:

> For convenience, we will use the text of the Robinson-Huron Treaty, which is almost identical to the text in the Robinson-Superior Treaty. The analysis applies equally. Particularly pertinent text is underlined and we have inserted several guideposts. The other text provides context. The Robinson-Huron Treaty provides:
>
> > [F]or, and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada, to them in hand paid, and ***[the collective annuity]*** <u>for the further perpetual annuity of six hundred pounds of like money, the same to be paid and delivered to the said Chiefs and their tribes at a convenient season of each year</u>, of which due notice will be given, at such places as may be appointed for that purpose, they the said Chiefs and Principal men, on behalf of their respective Tribes or Bands, do hereby fully, freely, and voluntarily surrender, cede, grant, and convey unto Her Majesty….
> >
> > …
> >
> > And the said William Benjamin Robinson of the first part, on behalf of <u>Her Majesty and the Government of this Province, hereby promises and agrees to make, or cause to be made, the payments as before mentioned; and further to allow the said Chiefs and their Tribes the full and free privilege to hunt over the Territory now ceded by them, and to fish in the waters thereof, as they have heretofore been in the habit of doing</u>; saving and excepting such portions of the said Territory as may from time to

[7] *Restoule v. Canada (Attorney General*), 2021 ONCA 779 (CanLII), https://canlii.ca/t/jk69c at paras 43-61, footnotes omitted.

[8] *Ibid.,* at para 77

time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government.

…

[the augmentation clause] The said William Benjamin Robinson, on behalf of Her Majesty, Who desires to deal liberally and justly with all Her subjects, further promises and agrees that should the territory hereby ceded by the parties of the second part at any future period produce such an amount which will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, ***[the first proviso]*** provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, ***[the graciousness clause]*** or such further sum as Her Majesty may be graciously pleased to order; and ***[the second proviso]*** provided further that the number of Indians entitled to the benefit of this treaty shall amount to two-thirds of their present number, which is fourteen hundred and twenty-two, to entitle them to claim the full benefit thereof; ***[the diminution clause]*** and should they not at any future period amount to two-thirds of fourteen hundred and twenty-two, then the said annuity shall be diminished in proportion to their actual numbers.

Within the first proviso to the augmentation clause is the clause, "or such further sum as Her Majesty may be graciously pleased to order". The parties called this the "*ex gratia* clause" or the "graciousness clause". We will use the latter term.

(2) The Governing Principles of Treaty Interpretation

The trial judge correctly instructed herself on the principles governing the interpretation of historical treaties. No one argues to the contrary.

Principles related to common intention, text, context and purpose inform the interpretation of historical treaties. These principles are well settled, although the facts of any particular case will make some more salient than others. The principles work to instantiate the constitutional principle of the honour of the Crown in the service of the reconciliation of Aboriginal and non-Aboriginal Canadians.

(a) Common Intention

In interpreting a treaty, the court must "choose from among the various possible interpretations of the common intention [at the time the treaty was made] the one that best reconciles" the interests of the First Nations and the Crown. The common intention is that of both treaty partners, not one alone.

(b) Text, Context and Purpose

A court must attend to both the written text of a treaty and the evidence about the context in which it was negotiated, consistent with the principle that extrinsic evidence is always available to interpret historical treaties. Mackinnon A.C.J.O. stated in *Taylor and Williams*, "if there is evidence by conduct or otherwise as to how the parties understood the terms of the treaty, then such understanding and practice is of assistance in giving content to the term or terms." He accepted the common submission of counsel before him that "recourse could be had to the surrounding circumstances and judicial notice could be taken of the facts of history." He added: "In my opinion, that notice extends to how, historically, the parties acted under the treaty after its execution." The court need not find an ambiguity in a treaty before admitting extrinsic evidence.

Binnie J. explained in *Marshall*:

> The special rules are dictated by the special difficulties of ascertaining what in fact was agreed to [in historical treaties]. The Indian parties did not, for all practical purposes, have the opportunity to create their own written record of the negotiations. Certain assumptions are therefore made about the Crown's approach to treaty making (honourable) which the Court acts upon in its approach to treaty interpretation (flexible) as to the existence of a treaty, the completeness of any written record (the use, e.g., of context and implied terms to make honourable sense of the treaty arrangement, and the interpretation of treaty terms once found to exist.

McLachlin J. added cultural and linguistic differences to this non-exhaustive list of contextual considerations.

[Unlike modern treaties, historical treaties are not a "product of lengthy negotiations between well-resourced and sophisticated parties." The historical record of the negotiations shows how quickly the Treaties at issue in these appeals were negotiated and how much they left undefined. The trial judge rightly characterized the Treaties as "lean on details", particularly respecting the future operation of the augmentation clause.

The court must take a purposive approach to the interpretation of a treaty obligation, informed by the honour of the Crown, recognizing that treaty promises are "solemn promises" and that treaties are "sacred"

(c) Reconciliation and the Honour of the Crown

The reconciliation of Aboriginal and non-Aboriginal Canadians is the "grand purpose" of s. 35 of the *Constitution Act, 1982* and the "first principle" of Aboriginal law. This "fundamental objective" flows from "the tension between the Crown's assertion of sovereignty and the pre-existing sovereignty, rights and occupation of Aboriginal peoples" and the need to reconcile "respective claims, interests and ambitions."

> Reconciliation is also the objective of the legal approach to treaty rights and the "overarching purpose" of treaty making and, perforce, treaty promises. Reconciliation underpins the doctrine of the honour of the Crown, which operates as a "constitutional principle." Hence: "The controlling question in all situations is what is required to maintain the honour of the Crown and to effect reconciliation between the Crown and the Aboriginal peoples with respect to the interests at stake."[9]

Justice Hourigan's reasons set out an important discussion of the nature of historic treaties within a consideration of the standard of review that applies to such cases in ultimately finding that a standard of palpable and overriding error would apply in such cases given the extensive nature of the evidentiary considerations in treaty decisions.

> Treaties between Aboriginal people and the Crown are generally divided into "historical treaties", negotiated prior to 1921, and "modern treaties", negotiated after 1973. The written terms of historical Aboriginal treaties, which surrendered large tracts of land to the Crown, are understood to be significantly less favourable to Indigenous parties than those contained in modern treaties. The Robinson Treaties, signed in 1850, are historical in nature. At the outset of my analysis, it is therefore essential to outline the differences between modern Aboriginal treaties and historical Aboriginal treaties in order to ascertain the standard of review applicable to these cases.
>
> Historical Aboriginal treaties were negotiated "at the demographic low point for Indigenous peoples, which coincided with the relative lack of Indigenous economic, military, and legal power." In order to ensure that land and resources were not taken without their permission, and to protect their communities from European-borne diseases and starvation, Aboriginal people entered treaty-making processes with reduced bargaining power.
>
> Historical Aboriginal treaties were often negotiated quickly, with little or no legal representation for the Indigenous signatories. They were intended to record the agreement reached orally between the parties, but were relatively brief documents "with lofty terms of high generality" that did not always include the full extent of the Crown's promises to Indigenous signatories. Further, the differences in language, culture, and worldview led to divergent understandings of what the parties agreed to in each treaty. The written text of historical Aboriginal treaties may thus not reflect the true intent or understanding of Indigenous signatories. As a result, cases like the ones before this court raise questions about whether the written text represents the entirety of the Crown's obligations.
>
> By contrast, modern Aboriginal treaties were negotiated in a period of improved Indigenous bargaining power. Modern Aboriginal treaties are long and complex documents that have been carefully drafted and reviewed by all parties' legal counsel over several years. They are usually ratified by a majority of community members after substantial consultation and

[9] *Ibid.,* at paras 104-113 – footnotes omitted

> engagement. Unlike the historical Aboriginal treaties, they also contain amending provisions that recognize the need for continued dialogue between the parties. The consequences of such an inclusive and iterative process are that once a modern Aboriginal treaty is concluded, the parties are more likely to have a similar understanding of what has been agreed to, and the written text of the document more accurately captures the key terms of their agreement.
>
> The interpretation of modern Aboriginal treaties can still give rise to disagreement. However, the context in which they are negotiated, and the comprehensiveness of the document produced, mean that the circumstances a court must consider to identify the parties' common intention and to determine an appropriate interpretation is vastly different than historical Aboriginal treaties. In *Beckman*, Binnie J. explained that:
>
> > [T]he distinction lies in the relative precision and sophistication of the modern document. Where adequately resourced and professionally represented parties have sought to order their own affairs, and have given shape to the duty to consult by incorporating consultation procedures into a treaty, their efforts should be encouraged and, subject to such constitutional limitations as the honour of the Crown, the Court should strive to respect their handiwork.
>
> Consequently, modern Aboriginal treaties warrant greater deference to their text than historical Aboriginal treaties.
>
> Historical Aboriginal treaties should "be interpreted in light of the contexts in which they were signed, and that interpretation must be both liberal and dynamic so as to avoid the freezing of rights, while any ambiguity is to be resolved in favour of the Aboriginal signatories." This requires courts to go beyond the facial meaning of the text and to examine any evidence of how the parties understood the terms at the time the treaty was signed. Courts must undertake an extensive analysis of the record and witness testimony in order to make factual findings that will provide a foundation for them to apply the principles of treaty interpretation and arrive at a conclusion best reconciling the interests and intentions of both parties.[10]

Hourigan, J., called for a markedly different approach to historic and modern treaties - which makes a great deal of sense, given the significance of the difference in circumstances under which the two types of documents were executed.

The Court of Appeal decision is lengthy, the trial proceedings in this matter had created an enormous record which required extensive analysis. Treaties are not mere contracts and the importance of the historical context in their interpretation – in order to get at a clear picture of both the Crown and the indigenous party's understandings of the meaning of the solemn promises contained within is critical. While this case addressed a question of annuity payments under the terms of an historic treaty, it is important to keep in mind that questions of spatial

[10] *Ibid.,* at paras 521-525, footnotes omitted

extent of surrendered territories or rights within will also be addressed with a view towards how both parties understood the terms of the treaties at the time they were signed.

Editors: Izaak de Rijcke and Megan Mills

Cross-references to *Principles of Boundary Law in Canada*

The 94 *Calls to Action* contained in the *Report* of the TRC were published at about the same time as ***Principles of Boundary Law in Canada***. The principle of reconciliation is not mentioned prominently, but in Chapter 9: *Boundaries and Aboriginal Title*, the same theme is explored.

FYI

There are many resources available on the Four Point Learning site. These include self-study courses, webinars and reading resources – all of which qualify for *formal activity* AOLS CPD hours.[11] These resources are configured to be flexible with your schedule, range from only a few hours of CPD to a whole year's quota.

Course: Survey Law 2

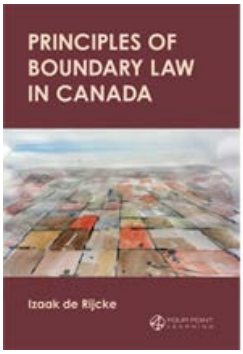
The overall purpose of *Survey Law 2* is to build on the Survey Law 1 course with a special emphasis on evaluation of evidence and special circumstances encountered in problematic and natural boundaries. Understanding the workings of the legal system and the legal process is essential for regulated professionals entrusted to make ethical and defensible opinions that have the potential of being reviewed by a court. This university-level course will be taught online by Izaak de Rijcke starting January 12, 2022. For more information, consult the syllabus. Please note that registration is via AOLS.

[11] Please note that the designation of CPD hours is based on the estimated length of time for the completion of the event. The criteria used are those set out in GeoEd's *Registered Provider Guide* for Professional Surveyors in Canada. Other professions may qualify under different criteria. References to AOLS are to its Continuing Education Committee. Elsewhere in Canada, please confirm your eligibility for claiming CPD hours.

Education Day at the AOLS AGM

On Thursday, March 3, 2022, the AOLS will have its Education Day at its AGM in Ottawa. One of the sessions, ***Geomorphology at the Waterfront: The Law Struggles to Keep Up***[12] will build on some of the issues introduced in Four Point Learning's 7th Annual Boundary Law Conference: *Complex Cadastral Problems: Searching for Solutions* in the spring of 2021. This CPD session at the AGM will be presented by Dr. Colin Rennie of the Department of Civil Engineering at University of Ottawa, and Izaak de Rijcke, a lawyer in Guelph.

Principles of Boundary Law in Canada



In the context of (1) the complex and ever-evolving nature of boundary law, (2) the challenges of doing legal research in this area, and (3) the constant interplay between land surveying practice (as a regulated profession with norms codified in statutes) and common law principles, land surveyors would benefit from a current reference work that is principle-based and explains recent court decisions in a manner that is both relevant and understandable. See *Principles of Boundary Law in Canada* for a list of chapter headings, preface and endorsements. You can mail payment to: ***Four Point Learning*** (address in the footer of the first page of this issue of *The Boundary Point*) with your shipping address **or** purchase online. (*NB: A PayPal account is not needed to pay by credit card.*)

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[12] See the AOLS AGM registration package for more details.