MESSAGE FROM THE PRESIDENT
Candace Bakay

As we enter a new year, I’d like to wish my best to all of you and your families.

CAPLA initiated processes in 2002 that will see many changes occurring over the course of the next few years. I’d like to take this opportunity to thank all of you who have committed your time and skills in volunteering to ensure our Association grows with the times while continuing to maintain the basic principles that have brought us this far.

A special thank you goes to two members of our Advisory Council who have stepped down. We thank Gordon MacLeod of MacLeod Resource Management and David Coombes of Alberta Energy for their support throughout the years as well as the personal time they have dedicated to the Association.

I also extend a grateful welcome to Craig Johnstone from Thackray Burgess and Brenda Allbright of Alberta Energy for volunteering to join the Advisory Council.

Once again elections will be held for half of the Board positions. It is exciting to note our Vice President position has three members running for election. I’d like to thank all of you who stepped up to the plate and hope your experiences volunteering with CAPLA enable rewarding personal growth and satisfaction.

May you all have a happy, productive and healthy 2003.

Candace Bakay  
CAPLA President
CAPLA BOARD HIGHLIGHTS

The Board held a successful Planning Session on November 2nd, where we initiated the 2003 budget process, reviewed the highlights of the past year, and worked on strategic planning for the future of our organization.

At the November 25th meeting, the Board approved a motion to issue a Request for Proposals for the Minerals Administration Certification exam question database.

Connie Butcher
Secretary, CAPLA
IBM Business Consulting Services

CONTACT NEXUS!

Please send NEXUS articles and feedback to our new NEXUS email address:

nexus@caplacanada.org

DON'T FORGET TO VOTE AT THE ANNUAL GENERAL MEETING MARCH 18, 2003
**DATE:**
TUESDAY, MARCH 18, 2003

**REGISTRATION DEADLINE:**
Monday, March 10, 2003

**LOCATION:**
Calgary Petroleum Club (319 - 5th Avenue SW)

**TIME:**
4:30 pm to 8:00 pm

**EVENT COST:**
$30.00 for Members (GST Included)
$35.00 for Non-Members (GST Included)

**REGISTRATION:**
Registration is on pre-paid basis only. Submit completed registration form (accompanied by payment), by the registration deadline, to CAPLA 440 - 10816 Macleod Trail S. Suite 359, Calgary AB T2J 5N8. Payment options are Cheque, VISA, MasterCard or AMEX. Cheques made payable to CAPLA. Faxed forms will be accepted only for credit card submissions. Register early to avoid disappointment. Provide your name at the door to gain entrance to the event.

**TOPIC:**
What's Bugging Landowners in the Oilpatch?

Although Wiebo Ludwig will be remembered as Alberta's most ornery landowner, he was merely a symptom of increasing tensions between industry and rural citizens. As the concerns of landowners--water, air pollution, well density and coal bed methane--multiply and intensify, the willingness of government to respond judiciously has become part of a very big and serious problem.

**SPEAKER:**
Andrew Nikiforuk - For the last two decades Andrew Nikiforuk has written about education, economics and the environment for a variety of Canadian publications. He has served as an associate editor at Maclean's, and as a managing editor at Equinox.


His most recent book, Saboteurs: Wiebo Ludwig's War Against Big Oil, was published in 2002 by Macfarlane Walter and Ross to widespread critical acclaim. It examines the tangled relationship between landowners and the oil industry. It won numerous awards including the Governor General's Award for Non-Fiction.
CAPLA ANNUAL GENERAL DINNER MEETING REGISTRATION
TUESDAY, MARCH 18, 2003

Registration Deadline: Monday, March 10, 2003
Cancellation Deadline: Noon Wednesday, March 12, 2003 by fax to CAPLA @ 571-0644
Location: Calgary Petroleum Club (319 - 5 Avenue SW)
Time: 4:30 pm to 8:00 pm
Fee: Member $30.00, Non-Member $35.00 (GST Included)
Speaker: Andrew Nikiforuk
Topic: What's Bugging Landowners in the Oilpatch?

1. Registration is on a pre-paid basis only. Faxed forms will be accepted only for credit card submissions. Register early to avoid disappointment.

2. Submit completed registration form (accompanied by payment), by the registration deadline, to CAPLA 440 - 10816 Macleod Trail S. Suite 359, Calgary AB T2J 5N8. Payment options are Cheque, VISA, MasterCard or AMEX. Cheques made payable to CAPLA.

3. Provide your name at the door to gain entrance to the event.

Charge to my [ ] VISA [ ] MC [ ] AMEX Card Holder Name: ________________________________
Card Number: __________________________ Expiry Date: _________ Signature: __________________

COMPANY NAME: (must be filled in)

CONTACT NAME: (must be filled in) PHONE NUMBER:

CAPLA MEMBER NAME | CAPLA MEMBER NAME | CAPLA MEMBER NAME
---------------------|---------------------|---------------------

NON-MEMBER GUESTS ATTENDING

<table>
<thead>
<tr>
<th>Guest Name</th>
<th>Guest Corporation</th>
<th>Member to be seated with</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLEASE REMEMBER TO WEAR YOUR CAPLA NAME BADGE

4
CAPLA BREAKFAST MEETING

Date: Tuesday, April 8, 2003

Time: 7:30 am to 8:45 am

Location: Calgary Petroleum Club (319 - 5 Avenue SW)

Ticket Price: $20.00

Topic: Alternate Dispute Resolution - A Demonstration Event
Resolving disputes through negotiation is something we do every day, at work and at home. The process and communication skills used by mediators in helping others resolve disputes can be learned and applied by each of us to improve our own effectiveness in negotiations. Trained mediators will review the four stage mediation model and demonstrate the use of these skills in a simulated conflict situation.

Speaker: A panel of industry speakers role-playing the Appropriate Dispute Resolution process.

Registration: Registration is on pre-paid basis only. Submit this registration form (accompanied by payment) to CAPLA 440 - 10816 Macleod Trail S. Suite 359, Calgary AB T2J 5N8. Payment options are Cheque, VISA, MasterCard or AMEX. Cheques made payable to CAPLA. Faxed forms will be accepted only for credit card submissions (571-0644). Register early to avoid disappointment. Provide your name at the door to gain entrance to the event.

Name: 
Company Name: 

CHARGE TO MY: □ VISA □ AMEX □ MasterCard

Card Number: _____________________________ Signature: _____________________________

Card Holder Name: ______________________ Expiry Date: ______________________
ELECTION VOTING INFORMATION

ADVANCED ON-LINE VOTING MARCH 17, 2003 - 8:30 am to 4:30 pm and
MARCH 18, 2003 - 8:30 am to 12:00 Noon
ADVANCED VOTING MARCH 18, 2003 - 12:00 Noon to 2:00 pm
REGULAR VOTING MARCH 18, 2003 - 4:30 to 5:30

Advanced Voting On-Line:
March 17, 2003 - 8:30 am to 4:30 pm
March 18, 2003 - 8:30 am to 12:00 noon

Contact the CAPLA Office (office@caplacanada.org or phone 571-0640) to receive on-line voting instructions and ballot. Ballots received on-line will be verified by the CAPLA Office and delivered to CAPLA's Legal Counsel Craig Johnstone on March 18th for counting. Once voting has been completed and the election results finalized by Board Motion at the Annual General Meeting all ballot forms will be destroyed.

Advanced Voting:
March 18, 2002 - Noon to 2:00 pm

In person at Petro-Canada Centre, 150 - 6 Avenue S.W. - 17th Floor, Room 17G, ballot forms will be available for you at the polling station. All ballots received will be verified by representatives of the Nominations Committee at the polling station and delivered to CAPLA's Legal Counsel Craig Johnstone on March 18th for counting. Once voting has been completed and the election results finalized by Board Motion at the Annual General Meeting, all ballot forms will be destroyed.

Regular Voting:
March 18, 2002 - 4:30 pm to 5:30 pm

In person at the Calgary Petroleum Club (319 - 5 Avenue SW), ballot forms will be available for you at the polling station. All ballots received will be verified by representatives of the Nominations Committee at the polling station and counted by CAPLA's Legal Counsel Craig Johnstone. Once voting has been completed and the election results finalized by Board Motion at the Annual General Meeting, all ballot forms will be destroyed.

Additional Election Information:
• Annual General Meeting will be held on March 18th, 2003 from 4:30 p.m. to 8:30 p.m.;
• No election ballots will be accepted past 5:30 pm on March 18th, 2003;
• Only positions with more than one nominee will be voted upon;
• Acclamation positions will be ratified by a Board motion during the Annual General Meeting;
• You do not have to register for or attend the dinner meeting to vote.

Please visit CAPLA's Website www.caplacanada.org or refer to NEXUS February Edition to review candidate information and biographies.
Name: Heather M. Stables Fofonoff, P.Land
Running for: Vice President

Current Employer: Independent Consultant
Years of Experience: 13

Focus Upon Successful Attainment of Position:
To actively participate in Board meetings, planning sessions and public relation opportunities whereby I can:
• Promote and strengthen CAPLA's role as a resource to its members and
• Widen the recognition of CAPLA's value to the energy industry

Contributions to Assist in Fulfilling Position:
I am an independent land consultant with over thirteen years of industry experience and an active member of the following industry related associations:
• CAPLA member since 1995
• PJVA member since 1995
• CAPL member since 1997

During the latter part of my career I have volunteered as follows:
• Vice President of CAPLA (2001 to 2003)
• CAPL Continuing Education Committee Team Leader (2002)
• Chairperson of the CAPLA Mentoring Committee (1999 to 2002)
• CAPL Continuing Education Committee Seminar Coordinator (1999 to 2002)
• Member of the CAPLA Mentoring Committee (1998)

Therefore, with all of the above and with:
• Developed leadership skills
• Being goal oriented
• Being highly organized
• Having a positive attitude
• Experience and training in public speaking
• Experience in writing articles for NEXUS
• Experience in managing a junior corporation

I believe that I am the right individual to fulfill the position of Vice President of CAPLA for the 2003 to 2005.

Name: Nancy A. Wilkey
Running for: Vice President

Current Employer: EnCana Corporation
Years of Experience: 13+

Focus Upon Successful Attainment of Position:
• My focus as Vice President would be Networking with other Associations, reviewing and implementing CAPLA's Leadership Development Program, Mentoring, and supporting the President as she encounters problems, and helping her to keep the Executive and the Board of Directors a cohesive team.

Contributions to Assist in Fulfilling Position:
• I graduated with a Certificate from the very first class of the full time program of SAIT's Petroleum Land Administration in 1989, and have worked my way up through the ranks since then. Companies I have worked for include Bow Valley, Guard, Lakewood, Northstar, Rigel, Cabre, Enerplus, Fletcher, Apache, and am now proud to be a Senior Contract Analyst at EnCana Corporation.
• In my 13 years in Land, there was no job I didn't do, from photocopying and filing to attending closings for busy Landmen. Every new challenge was a learning curve and my learning highway had a lot of steep hills and sharp curves. The great courses from CAPLA have certainly smoothed out those curves and hills, as well as everyday on-the-job learning, and mentoring, mentoring, mentoring! Even now, every day I find something else to take a note of and file away for future reference. I love my career in Land Administration and being a member of CAPLA and watching it grow year by year.
• I was a Charter Member of CAPLA and a Charter Volunteer and cherish my mug and coaster received for that. I have served on almost every committee, some twice, and now happily serve as a member of the Communications
team.

- I have previously served on the Board of the Regina United Way, the Board of the Regina Volunteer Center, and the Board of the Junior League, so I have a good understanding of how a not-for-profit Board works and serves its members. My leadership skills have been demonstrated in many ways over the years as I have held many executive positions in various associations and groups I have belonged to. I understand the budget process and the need for working within that budget.
- Thank you for taking the time to read this long narrative, and I promise to do my best as your new Vice President if I am elected.

Name: Shawn McReavey  
Running for: Vice President  
Current Employer: Consultant at Husky Oil Operations Limited  
Years of Experience: 18

Focus Upon Successful Attainment of Position:
- To promote the contribution and professionalism that CAPLA members bring to Land Departments, the Oil and Gas Industry and Government bodies through the knowledge that CAPLA members have regarding Surface, Mineral and Contracts issues.
- To provide new and innovative educational courses to CAPLA members to increase the memberships knowledge of land Administration.
- In addition, Dinner meetings should provide topics that are relevant, entertaining and have educational value.

Contributions to Assist in Fulfilling Position:
- Over 18 years experience in dealing with lease and contractual issues as a full time employee and as a consultant. Treasurer for the University of Oklahoma Alumni Club of Canada. Former volunteer on the CAPL Public Relations Committee.

Name: Barbara MacBeath  
Running for: Secretary  
Current Employer: Talisman Energy Inc.  
Years of Experience: 6

Focus Upon Successful Attainment of Position:
- Highly motivated
- Team player
- Task and goal oriented
- Reliable
- Organized
- Competent in the use of databases, MS Word and Excel spread sheets

Contributions to Assist in Fulfilling Position:
- 14 years industry experience - the last 6 in land administration - current position: Team Leader in Contract and Lease Administration
- Instructor for Introduction to Land Administration Mount Royal College (2000 to present)
- Prior volunteer work with associations: Secretary for Student Council, Secretary Fletcher Geology Club, President Fletcher Geology Club, Co-chairman AUGC conference, Student Legal Services (U of A) - hot line volunteer, Calgary Adult Literacy Program - hot line volunteer, Talisman Choir Committee member, CAPLA Education Committee - course facilitator
- Educational background - BSc (Hon.), BEd, LLB

Name: Nancy Howes-Olmstead  
Running for: Communication Director  
Current Employer: Independent Consultant  
Years of Experience: 20 years Industry Experience

Focus Upon Successful Attainment of Position:
- Collaborate with IS Committee in developing the new website to ensure NEXUS and archival searching capabilities are available on-line.
- Increase network with other industry organizations to obtain informative articles for publication in NEXUS.
- Continue work with Communications Committee in providing informative newsletter.
Contributions to Assist in Fulfilling Position:
• Attend all Board meetings and clearly communicate Communications Committee activities to the Board.
• Support efforts of Communications Committee members as liaisons with other organizations.
• Attend Communications Committee meetings and work closely with Editorial staff of NEXUS.
• Actively recruit new members to the Communications Committee to increase the scope and breadth of the NEXUS content.

Name: Nikki Sitch
Running for: Events Director
Current Employer: AltaGas Services Inc.
Years of Experience: 5

Focus Upon Successful Attainment of Position:
If elected as Events Director, I am determined to:
• Expand the role of the events committee within CAPLA and the Oil and Gas Industry
• Continue to organize successful networking events
• Bring in exciting new speakers for breakfast, lunch and dinner meetings
• Continue to provide joint networking events with other associations such as IRWA and CAPI
• Perform Director duties in a professional manner
• Actively participate in Board meetings with fresh and innovative ideas

Contributions to Assist in Fulfilling Position:
• I have been a CAPLA member since 1998 and I have participated in many CAPLA events. For the past sixteen months, I have been a member of the CAPLA Events Committee and I have organized several events. I have experience in this area as I was the AltaGas Services Inc. Social Club President from June 1999 to May 2002. I am a Surface Land Coordinator and I have my Land Agents Licence, which gives me great opportunity to make the industry aware of CAPLA’s functions on several levels. I am a highly motivated, organized and dedicated person; I believe these qualities are a must in order to be a successful Events Director. I believe that CAPLA is fundamental to the Land community within the Oil & Gas Industry as the association provides learning opportunities and creates networking opportunities that allow members to expand their knowledge and their network of familiar faces and contacts.

Name: Kelly Erickson
Running for: Member Services Director
Current Employer: Charter Land Services Ltd.
Years of Experience: 3

Focus Upon Successful Attainment of Position:
• Given the opportunity to be Director of the Member Services Committee, I would strive to implement new ideas, while maintaining the high standard already established by all current CAPLA committees.
• As someone who is relatively new to the industry and working for a small service company, CAPLA has been invaluable in providing the support and industry contacts that are so necessary in the Oil and Gas industry. One of my mandates would be to emphasize the role that CAPLA plays in this capacity.
• If chosen as your Director, I want to continue to expand and develop CAPLA’s Member Services. I envision additional member discounts, more accessible and timely roster information, as well as increased awareness of the Myra Drumm Student Achievement Award.
• Whether you are from a big company, a small company, or an independent consultant, CAPLA has a lot to offer its members and I would like to continue to build on the fine work already done on your behalf.

Contributions to Assist in Fulfilling Position:
• Volunteer for the Member Services Committee since January 2002, Secretary of Committee since August 2002
• Member of CAPLA since Winter 2001
• Mount Royal College - Petroleum Land Contract and Administration Certificate
• The Career College - Oil and Gas Terminology Diploma
• The Career College - Business Office Skills Diploma
• Mount Royal College - Marketing and Management courses
• Graduated in 1998 from Strathcona-Tweedsmuir School
NOTICE OF SPECIAL AGENDA ITEM FOR
ANNUAL GENERAL MEETING MARCH 18,
2003

BYLAW CHANGES
Please be notified, that an item shall be added to the
agenda for the scheduled Annual General Meeting to
vote on the proposed changes to the Bylaws of the
Canadian Association of Petroleum Land
Administration. The Bylaws will be voted on in their
entirety rather than on each separate change.

Pursuant to CAPLA Bylaws, 21 day notice period is
required to notify members of a special meeting and
a quorum of the lesser of 30 Active Members or
1/10 of Active Members on record eligible to vote
must be in attendance.

Canadian Association of Petroleum Land
Administration Bylaw Changes
Make all Articles gender neutral by replacing “he”
with “he/she” or “his” with “his/hers.”

Article II
Clause 2.4 to be changed to:
Active Members may nominate and the Board of
Directors will vote whether to extend an Honorary
Membership. An Honorary Member shall have
provided distinguished service through outstanding
contributions that have had a positive impact on
land administration in the petroleum industry. An
Honorary Member shall be approved for life and
entitled to all membership privileges of the
Association except the right to vote and hold office.
An Honorary Member shall not be required to pay
annual membership fees.

Rationale: Apply process and provide information
for the approval and awarding of Honorary
Memberships in CAPLA.

Clause 2.5 to be changed to:
Active Members may nominate and the Board of
Directors will vote whether to extend a Lifetime
Membership. A Lifetime Member shall be an Active
Member of the Association for a minimum of five (5)
years and shall have made an exemplary
contribution resulting in significant benefits to the
Association. A Lifetime Member shall be entitled to
all membership privileges of the Association and
shall not be required to pay annual membership
fees.

Rationale: Apply process and provide information
for the approval and awarding of Lifetime
Memberships in CAPLA.

Clause 2.8 New Clause:
Nomination forms for Honorary and Lifetime
Memberships must be submitted to the Member
Services Director and signed by three (3) Active
Members of the Association.

Rationale: Provide mechanism for Active Members
to submit names for nomination.

Article VI:
Clause 6.6 New Clause:
Electronic polling is an acceptable voting option, if
all confidentiality and security issues are adequately
addressed to the satisfaction of the Board of
Directors.

Rationale: To allow voting to be conducted
electronically through email or website.

Article VII:
Clause 7.3 to be changed to:
The lesser of one hundred (100) Active Members or
one-tenth (1/10th) of all the Active Members
entitled to vote shall constitute a quorum.

Rationale: CAPLA is larger than originally
anticipated at inception and this provides that a
larger quorum be in place for voting.

Article IX
Clause 9.2 to be changed to:
Each Committee shall report through its chairman
to the Board of Directors unless the Board of
Directors otherwise specifies in its commission. All
reports of a committee shall be provided to the
Board of Directors. Motion(s) must be presented for
approval before any action may be undertaken
thereunder.

Rationale: Board does not approve committee
reports but rather considers motions presented as a
result of committee work.

Article X
Clause 10.1 to be changed to:
The Board of Directors shall assure a Membership Committee is established and chaired by a Director to review applications for membership in the Association and to recommend acceptance or rejection thereof to the Board of Directors.

Rationale: Board does not actually appoint the members of the committee but rather assures that the Director has working members on the committee.

**Article XI**
Clause 11.2 to be changed to:
Nominations may be submitted in writing by any Active Member and signed by two (2) Active Members of the Association and the nominee to the attention of the Secretary and delivered to CAPLA business office. Nominations must be received by the Secretary at least forty-five (45) days prior to the annual general meeting.

Rationale: To ensure that all nominations are sent to a central delivery point and then forwarded to the appropriate person.

**Article XII**
Clause 12.2 change the colon to a semi-colon at the end of the sentence.

Rationale: Grammatical change.

**Article XIII**
Clause 13.4 delete all mention of this clause in the Bylaws. The deletion of this clause approved at a previously convened Special Meeting.

**Article XIV**
Clause 14.3 add the following:
Issuing a resolution via email and requesting a response by a specified date is acceptable and that no response shall be deemed an affirmative vote.

Rationale: to allow voting on resolutions at Board meetings via email under special circumstances.

**Article XVI:**
Clause 16.2.1 to be changed to:
arrange, conduct and control such business, educational events and social events that may be agreeable and of benefit to the members of the Association.

Rationale: to provide recognition of one of the major objectives of CAPLA being education of members and industry.

Clause 16.2.7 adding to the sentence:
Upon written notice delivered by either post or email to the attention of the Secretary.

Rationale: to provide sufficient notice for Secretary to have materials ready for review by the Active Member at a mutually agreed time.

Clauses 16.2.9, 16.2.10 and 16.2.11 change:
Change the word “appoint” to “establish”.

Rationale: Board does not actually appoint the members of the committee(s) but rather assures that the Director has working members on the committee.

---

**CONTRACTS CERTIFICATION EXAM**
(Test Your Skills and Knowledge)

We wish to advise that the deadline date for submission of applications to write the April 12, 2003, Contracts Certification Exam has been extended from November 30, 2002, to February 14, 2003.

*(Send your completed application and sponsor forms to the CAPLA office)*

Watch for the announcement of the successful candidates of the previous Contracts Certification Exam to be presented at the annual Management Night Dinner.

Note that the design of the Minerals Certification Exam is in its preliminary phase and is expected to roll out by the fall of 2004.
SHUT-IN WELL AND FREEHOLD LEASE CONTINUATIONS....NEW GROUND

Lady Ivry Freyberg v. Fletcher Challenge Oil and Gas Inc. 2002 ABQB 692

This July 23, 2002 decision of Romaine J. is, ahem, novel and should strike fear into all lessors of freehold oil and gas leases and abject glee into all lessees.

The facts are simple. A 1975 freehold Natural Gas Lease with a five year primary term during which a natural gas well was drilled. The well, however, was not initially produced and was shut-in for approximately (and merely) 21 years. The shut-in clause of the lease provided:

3. Shut-in Gas Wells:
   If at the expiration of any year during the primary term or any extended term of this Lease there is no producing [sic] on the said lands or the pooled lands but there is a well on the said lands or the pooled lands which is designated a gas well by or pursuant to any applicable statute or regulation, or by the board, governmental authority or agency having jurisdiction in that regard, and from which no leased substances are being produced as a result of the lack of an economical or profitable market, such well shall be deemed to be a producing well on the said lands under all the provisions of this Lease and the Lessee shall, on or before such anniversary date, pay to the Lessor in the same manner provided for the payment of the delay rental hereunder, as royalty, an amount equivalent to the delay rental. Like payments shall be made in a like manner on each successive anniversary date during the period that such well is deemed by virtue of this Clause to be a producing well on the said lands.

In an action for a declaration that the lease had terminated, the lessor argued that:

(a) two shut-in royalty payments were not made in a timely fashion; and

(b) the lease terminated as a result of a failure by the lessees to produce the well at a time when there was an economic or profitable market for production.

On the late payment of shut-in royalty issue, Romaine J. in the context of onus suggests that:

Applying the general principles governing onus of proof to the circumstances of this case, rather than an over-riding rule that a lessee always has the onus of proving validity of a lease, leads to the following analysis.

With respect to the issue of whether an economic or profitable market existed for the production from the lands, there is no reason to shift the onus from the Plaintiff, who asserts that it did, to the Defendants. The Plaintiff, as the party wishing the court to take action to find that the lease has terminated, is in no worse situation than the Defendants in presenting to the Court expert opinion evidence that attempts to prove the assertion she makes.

With respect to the allegations of late payment of the shut-in royalties, the situation is different. The issue with respect to this allegation, as indicated in the later analysis of the question, is whether the lessees mailed the shut-in royalty payments at least forty-eight hours prior to the anniversary date of the lease. The best evidence on this question must come from the Defendants who have control over their internal documentation and record-keeping, and it is therefore, expedient and fair that the onus of proof rest on them in this instance. It may have been otherwise if what was relevant was the date of receipt by the Plaintiff, since in this case, Lady Freyberg retained professional depositories, who would be expected to be on an equal footing with the lessees in establishing the facts. Evidence of receipt in this case is relevant only to compare with the evidence of mailing in order to test the strength of that evidence.

Romaine J. then concluded that on a balance of probabilities, the two disputed shut-in royalty payments were made in a timely fashion.

Now the interesting aspects of the decision, being
those surrounding the shut-in clause.

Assuming there to have been an economic or profitable market for production at the relevant time(s) during which the well was shut-in (and in obiter and not to complicate the analysis unduly, Romaine J. was satisfied that there was a lack of an economic or profitable market at the time the lessees decided to continue to shut-in the well), did the lease terminate as a result of a failure by the lessees to produce the well?

In this analysis it is critical to appreciate that in the background and of clear motivation was the following as observed by Romaine J.:

The Plaintiff has cited a number of cases where an oil and gas lease has “clicked” due to failure to produce when an economic market existed. Many of these cases involve the extension of the primary term of the lease, rather than its continuance in the secondary term: Blair Estate Ltd. v. Altana Exploration Co., [1987] A.J. No. 554 (Alta. C.A.); East Crest Oil Company Limited v. Strohschein and Strohschein (1951), 4 W.W.R. (N.S.) 70 (Alta. T.D.) [1952] 2 D.L.R. 432 (Alta. C.A.). The significance of this distinction is illustrated in an Oklahoma case, Herbert J. Danne v. Texaco Exploration and Production Inc., 883 P.2d 210 (Okla. Ct. App. 1994), as follows:

… Automatic termination of the lease [in the primary term] … does not divest the lessee of valuable assets, since no assets have yet been proved …

Occurrences of limiting conditions in the secondary lease term are treated differently … No automatic termination of the lessee's estate can be tolerated at this stage in life of the lease, because the lessee has proved a valuable asset and has established a right to develop that asset … the lessee in the secondary term must be given a reasonable opportunity to develop the asset without fear of forfeiture.

American case law, while it is persuasive in some circumstances, does not bind this court and, in any event, the Danne decision itself makes it clear that Oklahoma law in this area is different from the law in the other United States jurisdictions. However, the reasoning of the Oklahoma court highlights the policy reasons for making a distinction between the primary term and the secondary term of a lease when determining whether a lease has terminated. As in this case, the lessee in the Oklahoma case had taken the risk of drilling and completing a well, had developed the supporting structure to transport its gas and had taken steps to market production from the well when it faced a challenge to the lease by the mineral holders. The lessors complained in that case about the well being shut-in for four years, and the lessee acknowledged that the failure to produce during that period was the result of a mistake in contract negotiations with a customer, rather than any failure of an economic market. Nevertheless, the court held that the lease did not terminate.

While I do not adopt the decision of the Oklahoma court in its entirety, I accept its reasoning that different equities should apply when a lessor attacks the validity of a lease in the secondary term after the lessee has made major investments and taken substantial financial risk in developing a well. (emphasis mine)

So it may be fair to say that the Court here was predisposed to finding for the lessees given that the attack was in respect of a lease that may have survived the expiration of its primary term.

Returning now to the issue, the default clause of the lease provided that:

18. Default

In the case of the breach or non-observance or non-performance on the part of the Lessee of any covenant, proviso, condition, restriction or stipulation herein contained which has not been waived by the Lessor, the Lessor shall, before bringing any action with respect thereto or declaring any forfeiture, give to the Lessee written notice setting forth the particulars of and requiring it to remedy such default, and in the event that the Lessee shall fail to commence to remedy such default within a period of Ninety (90) days following receipt of such notice, and thereafter diligently proceed to remedy the same, then except as hereinafter
provided, this Lease shall thereupon terminate and it shall be lawful for the Lessor into or upon the said lands (or any part thereof in the name of the whole) to re-enter and the same to have again, repossess and enjoy; PROVIDED that this Lease shall not terminate nor be subject to forfeiture or cancellation if there is located on the said lands or the pooled lands a well capable of producing the leased substances or any of them, and in the event the Lessor’s remedy for any default hereunder shall be in damages only. (emphasis mine)

The sub-issue then became whether the default clause applied to circumstances of a failure to produce while an economic market existed thereby restricting the lessor to a claim for damages. It is on this issue that the judicial gymnastics begin. I will later attempt to translate but deserving of a lengthy quote, Romaine J. states:

A clause similar to clause 18 has been found to be ineffective in limiting a lessor's rights in the primary term of a lease on the basis that failure to produce in the primary term is not a breach of any obligation under the lease: Canadian Superior Oils of California v. Kanstrup, (supra). The Kanstrup clause, however, only referred to a “breach” by the lessee of any “obligation” under the lease. The wording of clause 18 is more expansive, and purports to apply to a “breach or non-observance or non-performance” of “any covenant, proviso, condition, restriction or stipulation”. In addition, the Kanstrup clause did not provide, as clause 18 does, that the lease cannot terminate if a well capable of production is located on the lands.

A subsequent case, Strohschein (supra) is again a case involving delay rental payments in the primary term. The default clause in that case contained almost identical wording to clause 18 of this lease, but included the words “which ought to be observed or performed by the lessee”. The court held that the word “ought” demonstrated that the clause had application only to provisions that bound the lessee to do something. This makes the case distinguishable from the present situation.

Similar language in the lease in Wolff v. Consumers’ Gas Co. [1995] O.J. 4004, at paragraphs 18, 23 distinguishes that case from the present one.

The Plaintiff submits that the words “covenant, proviso, condition, restriction or stipulation” refer to clauses which imply an obligation on the lessee, and that these additional words do not change the nature of the clause from that considered in Kanstrup (supra). There is no reason under the lease to limit the scope of these words in this manner. In particular, the words “proviso” and “stipulation” bear a meaning in their ordinary sense beyond the sense of obligation. However, the issue of whether or not an economic or profitable market exists at a specific point in time is an issue of fact, beyond the control of the lessee. If such a market exists, the result is that the lessee is unable to utilize clause 3 to prolong the lease term. While clause 18 is broader in its coverage than similar clauses previously construed by the courts, it cannot turn what is essentially a condition precedent to the operation of clause 3 into a proviso or stipulation that depends upon action by the lessee so as to give rise to the operation of clause 18.

The Defendants submit, however, that it is an implied term of the lease that, absent the ability to utilize the clause 3 exemption, the lessees must produce gas from the lands in the secondary term for such term to continue. If such an implied term exists, and clause 18 applies to its breach or non-observance, the effect of a lessee’s failure to observe such term, unless the proviso to clause 18 applies, would be that the lessor’s remedy is that the lease would terminate if the lessee does not remedy such default in a timely manner. The end result of the contractual provision, therefore, absent the application of the proviso, is the same as if continued production is considered to be an option available to the lessee that allows it to prolong the life of the lease.

This interpretation of clause 18 is consistent with the wording of the lease and its nature as an instrument with an indefinite term. It
benefits the lessee by giving the lessee the right to remedy an alleged default on notice, rather than fall prey to automatic termination. This is commercially reasonable, given that in the secondary term of the lease, the lessee has likely begun the process of developing the lands and investing capital. It also allows the proviso further limiting the lessor's remedy for any failure to observe a proviso or stipulation to damages if a well capable of production is located on the lands to be given real meaning.

This interpretation of clause 18 avoids the absurd result of having an event beyond the control of the lessee lead to more draconian results than the lessee's own breach of the lease. It recognizes the differences inherent in the circumstances of the parties in the primary term and the secondary term of the lease, and operates to prevent a lessor from obtaining an unjust benefit from an automatic termination of the lease without notice. It prevents the lessee from losing a valuable asset on the basis of a different opinion as to the status of the market for hydro-carbons, while preserving the right of the lessor to demand that the well is put into production if it thinks the lessee is not acting with sufficient diligence.

The Plaintiff suggests that the Alberta Court of Appeal in the case of Durish v. White Resources Management Ltd. (1987), 55 Alta. L.R. (2d) 47 Q.B.; aff'd (1988), 63 Alta (2d) 265 (C.A.) has established that lessees such as the Defendants have the option, but not the obligation to continue the terms of the lease under a shut-in well clause. While it is true that Bracco, J. (as he then was) found that the shut-in royalty clause in that lease was not a covenant imposing an obligation, the exact wording of the default clause is not available from either the trial or the appeal decision, although there is nothing to suggest that it contained the expanded language or the proviso of clause 18 in this case. Durish is of little value in constraining the meaning of clause 18 in this lease, in the absence of any indication of the actual text of the lease in that case.

I therefore find that clause 18 of this lease operates to place a well capable of producing gas located on the lands outside of the reach of the lessor, regardless of whether the lessee has breached the lease, or merely failed to observe or perform a proviso, condition, restriction or stipulation. The only option available to the Plaintiff in these circumstances is to sue for damages. In this case, where the well has since been completed and successfully produced at a higher market price than if it had been completed earlier, it would be difficult for the Plaintiff to establish any damages.

Translation as follows:

(a) this particular default clause extends to matters beyond obligations (i.e., options);

(b) an implied term of the lease is that the lessee has the option to produce gas post-expiration of the primary term to continue the lease;

(c) failure to exercise such option to so produce is a defaultable breach; and

(d) in these circumstances and given the proviso in clause 18, if lessee fails to remedy this default, the lessor's remedy is for damages only.

Remarkable on many fronts.
COMPANY VS. COMPANY
DISPUTE RESOLUTION TASK FORCE

CAPIA and the Dispute Resolution Task Force:
A group of people came together last year with the common objective of reducing the negative impact of conflicts between companies in our industry. This Task Force, which is comprised of over 50 people from all parts of the industry, was highlighted in a recent Daily Oil Bulletin article, and is described in the Task Force Summary portion of this article.

So you might ask, what kind of conflict is the Task Force trying to influence, and how does this relate to CAPLA?

Consider some of the common features of the kind of disputes the Task Force is looking at:
• Very few are resolved in court
• They can sit unresolved for ages
• They often create resentments that can impact other business between companies

Does this sound familiar? I would be surprised if CAPLA had many members without conflicts like these in their files.

We have disputes about mineral lease rentals, road use charges, notices of assignment and novation agreements, mineral tax rentals, post closing adjustments, abandoned well obligations, payment of ORR's, etc.

We have learned to live with these on-going disputes, but they are expensive. They interfere with other work. Think how more productive you would be if you could spend all of your time doing new work!

The point is, there are tools and skills that we can use to deal with these issues more effectively. The Task Force in planning to develop and sponsor the use of these tools and skills in our industry. Some of the initiatives include
• Upgrading the wording of our agreements to include a more structured ADR process
• Developing protocols that could pre-empt an issue from developing (e.g. who should pay the mineral lease rental when the lease has segmented ownership?)
• Enhancing the communication and negotiating skills of the players

This Task Force has a huge base of support. With their backing, CAPLA can once again take a leadership role in improving the way we do the business of land and agreement administration by building ways to apply these tools. I have a few ideas about what CAPLA could do in this regard, and that's why I volunteered to be CAPLA's representative on the Task Force. I know there are other CAPLA members with ideas and energy for positive change.

Please consider joining the CAPLA sub-committee that will be pursuing the above initiatives over the next several months.

George S. Green
CAPLA Task Force Representative
george.s.green@esso.ca
403-237-2430

Task Force Summary:
Senior representatives from various petroleum industry associations with the support and assistance of dispute resolution professionals are focusing on ways to better manage, control and resolve conflict. They have formed an industry-wide Dispute Resolution Task Force that will recommend improvements in industry agreements and processes that will address the negative impacts of unresolved conflict.

Conflict is a natural and inevitable byproduct of business, and how we manage that conflict significantly impacts our success. Members of the Task Force have identified conflict situations and business effects resulting from disputes which include:
• delays in the conduct of operations and the associated erosion of project economics;
• maintenance of receivables accounts at unacceptable levels on a sustained basis;
• the inability to move to closure on audit exceptions in a timely manner;
• dispute resolution processes that are lengthy, expensive and require large allocations of internal resources that must be diverted from other corporate opportunities; and
• a negative impact on the ability and willingness of the joint venture parties to work together in a way that optimizes the value of their existing and future projects.
Industry must strive for timely, efficient and effective resolution of its business conflicts in order to minimize the impact they have on the bottom line. Benefits occur when parties in dispute meet and begin to build a relationship between each party's representatives. This often results in a clearer (and perhaps narrower) definition of the matters that are actually in dispute. In the past decade significant positive results have been achieved through voluntary dispute resolution processes. These voluntary processes promote early negotiation in a collaborative, interest-based fashion with growing support from stakeholders, governments and regulators.

New models of dispute resolution are already providing promising opportunities to deal with conflict and enhance relationships by addressing a broad spectrum of industry disputes. Beyond industry the Alberta Court of Queen's Bench is currently looking at a Court Annexed mediation program for all civil cases. Industry regulators are also using ADR processes on an increasing basis. The Alberta Energy and Utilities Board's (EUB) Appropriate Dispute Resolution (ADR) program, for example, is becoming recognized as a state-of-the-art model for regulatory agency ADR programs. The National Energy Board is currently circulating its own discussion paper on ADR and is also represented on the Task Force.

While the preliminary feedback from these regulatory initiatives is encouraging, there is recognition by the regulators and industry that improvement opportunities exist and that those improvements will be facilitated by the participation by regulators on the Task Force.

However, the real opportunity for ADR in our industry transcends the regulator. Gas processing and transmission, unresolved audit claims and force pooling, for example, are sometimes very contentious and costly disputes that frustrate the parties involved. While these issues and the others faced by our industry on a daily basis are often complex and cumbersome, the processes to resolve them should not be and do not need to be. Industry agreements and processes plus regulatory framework must be improved to enhance the opportunity for constructive and effective conflict management.

The Task Force goals and ambitions are:

- to enhance industry awareness of the benefits of using open and constructive communication to identify and address disputes when first recognized;
- to create an industry association-sponsored ADR protocol for broad industry circulation and approval;
- to draft ADR sample clauses for incorporation into future industry agreements;
- to create a framework and guidelines for industry use of ADR options; and
- to identify areas where regulatory support would enhance the use of ADR tools and techniques.

The ultimate success of these initiatives rests with industry's willingness to take a different approach. When traditional negotiations break down or become problematic it is often difficult for the parties to avoid becoming adversarial and positional.

The following petroleum industry interests are represented at the Task Force and are leading this important initiative:
- The Canadian Association of Petroleum Land Administration - CAPLA
- The Canadian Association of Petroleum Producers - CAPP
- The Small Explorers and Producers Association of Canada - SEPAC
- The Canadian Association of Petroleum Landmen - CAPL
- The Petroleum Joint Venture Association - PJVA
- The Petroleum Accountants Society of Canada - PASC
- The Energy and Utilities Board - EUB
- The National Energy Board - NEB
- The Calgary Chamber of Commerce DR Committee
- The ADR Subsection of the Canadian Bar Association

The Task Force has created four teams to address specific targets as follows:
- Team 1 Communication/ Education/ Liaison
- Team 2 Regulatory Alignment
- Team 3 Contractual Provisions
- Team 4 Make it So/ Tools and Guides for industry
This is an important opportunity for the petroleum industry to take the lead in transforming conflict into collaborative solutions. The Company vs. Company DR Task Force includes:

Chairs: TF- Dave Savage, TriQuest/ Team 1- Pat Forrest, Northern Cross/ Team 2- Bill Remmer, AEUB/ Team 3- Jim MacLean, ChevronTexaco/ Team 4- Tim Robillard, Certus Strategies


These people represent a multi-disciplinary cross section of our industry professions including engineering, geology, land, joint venture, marketing, regulatory, mediators, arbitrators, solicitors and litigators.

We invite you to become involved in the Dispute Resolution Task Force. Contact George Green, CAPLA’s representative on the Task Force, (george.s.green@esso.ca 403-237-2430) to find out more about CAPLA’s participation in the Task Force and the progress we are making toward achieving the goal of better business conflict management.

---

**INTERNATIONAL PRESENTATIONS: UNDERSTANDING YOUR INTERPRETER’S WORK**

**Introduction**

Interpretation is, and should always be, considered a diplomatic endeavor. The local interpreters helping your staff and delegates in the country where your operations are located represent, in many ways, your company’s image to the public at large. Some speakers, however, do not understand all the work and preparation involved in interpreting a speech or message. They consider this task when delivering a message to an audience. It is often not realized that by not collaborating with the interpreter before an event can result in a disastrous delivery of their message. The original speech or message may have been well rehearsed by the speaker, but if some basic preparation requirements for interpreting have not been fulfilled beforehand, it would better if the speech were postponed until these requirements have been met.

This article will help you understand the work of an interpreter, the preparation required before an event, and the skills and abilities you should look for when hiring an interpreter.

**Definitions: Interpreting and Translating**

The interpreter’s job is very different from that of a translator. Translators work alone, facing a white sheet of paper and a text. They recreate the text by becoming its second author through understanding and mirroring the author’s writing skills, possibly referring to other works by the author in order to better grasp his style and expression. The interpreter’s work is not solitary. The interpreter works directly with an orator who may elaborate on his text as the topic unfolds, expressing his thoughts directly without any time for rewording. The interpreter also works directly with a public who is listening simultaneously to him and the orator. The interpreter’s work, therefore, calls for a different dynamic.

Translation can range from a simple phrase, to a brochure, to a manuscript, to a speech. All translators aspire to have their names printed under that of the author on the front page of a prestigious book. Interpreters cannot aspire to the same level of recognition, but can evaluate their worth through the quality and importance of the conferences they are asked to interpret. Interpreters are like chameleons. They have to lend themselves to the topic under discussion and
to blend themselves into the general decor.

Types of Interpretation
Topics may range from engineering to land management, from geology to the environment, from training seminars to ministerial meetings. Certain interpreters choose to specialize in particular areas in order to be able to handle the language peculiarities of a particular field. There are two main types of interpretation: consecutive and simultaneous:

1) **Consecutive** interpretation relies more on the ability to synthesize. The interpreter is required to remember what is being said, and must have the ability to summarize the salient points raised in a discussion.

2) A **simultaneous** interpretation is more adrenaline-driven. This type of interpreting requires fast reflexes, intense concentration, and a good working knowledge of the subject being presented. Moreover, the interpreter must not only master the languages they are working with, but must be able to conjure up a word or expression at the very moment it is delivered. They cannot afford to hesitate. There are different styles of simultaneous interpretation. Some interpreters listen to a speaker and then, at intervals, render the general thrust of what has been said by summarizing without delving into too much detail. Others go as far as totally reformulating what the speaker has said. Some interpreters prefer to follow the speaker more closely and endeavor to translate the speech as accurately as possible, respecting not only the style but also the tone, and expressing the gestures through the voice. The latter approach is adopted when it is felt that the message should be transmitted just as the speaker intended it. This method, however, raises some immediate questions. How does one translate anger, humor, insult or confidence? Does one censor? Does one correct?

The interpreter's technique is to identify the key words as the speaker delivers the talk, and to link discourse from one key word to another. The key words help the interpreter remember what is being said, while concentrating on how to best translate the general theme. Consequently, the more familiar the interpreter is with the key words and their associated meanings, the more his confidence is boosted. This can be immediately felt in the way the speech is rendered. The key words obviously change from one field to another. Even within the same field there are different key words for different topics or situations.

So how is an interpreter to recognize these words as key words and to familiarize themselves with the general framework these words represent? Generally, these expressions crop up frequently in a conference. But an interpreter must seek other sources of information beforehand. It is important for an interpreter working in the diplomatic field to closely follow world political, social and cultural events. Sources for these may include local and foreign newspapers, journals dealing with current affairs, news broadcasts, as well as possessing a good background knowledge of history and geography. It is important to have backup material from the conference as it helps the interpreter better focus on the subjects under discussion. It is fundamental to have speeches a few days in advance in order to better anticipate the conference and to pre-empt any potential problems in vocabulary, expression and general attitudes. For example, if a hot issue is to be discussed, it is well to be aware that sparks may fly. Key words however are not static. They...
evolve with political events and developments. Nowadays, we do not often hear past catchwords such as, superpowers, polarization, blocs, but other words such as ethnic cleansing, money laundering, free trade zone have become practically common usage in conferences. It is helpful to know the origins, as well as the historical and social connotations of such terms. This helps to situate the discussion and helps to avoid being led astray by mispronunciation, heavy accent, or at times, misuse of the word. For example, when discussions were under way regarding Poland joining the EU, one French speaker said “polynésien” instead of “polonaise” which changed not only the country, but the continent.

**Coherence & Incoherence**

What use is it to learn pages of vocabulary and facts by heart, and then find oneself listening to an incoherent delivery? What determines incoherence? One main problem is accents and pronunciations. Even a native speaker may have a heavy regional accent. Non-native speakers generally have problems, not only with accent but also with sentence structure, especially when they are speaking off the cuff during a round table discussion or a workshop. Sentence construction varies from one language to another and forces the interpreter to pause. For example, in French/Spanish and English the placement of adjectives and nouns are inverted; in German the verb is placed at the end of a sentence. Certain speakers do not follow a single train of thought and their speech is disjointed. Sentences may end abruptly or the speaker suddenly goes off on a tangent, then just as suddenly comes back to a point made earlier.

The task of every interpreter is first and foremost to render coherent ideas. It has happened that the translator has tried to restore coherence to an original speech. For this to happen, the interpreter has to be fully conversant with what is being said. Fear of the microphone may lead speakers to mumble and hesitate. These individuals are as counterproductive as speakers who speak too fast without pausing to think. In both cases, the interpreter is so concerned with trying to make out what is being said that there is no room for fine tuning. The interpreter's nightmare is a speaker who races through a written speech. This occurs very frequently in diplomacy where a written speech is preferred due to the necessity of prior approval. A tight agenda may also dictate a rush to read, and speakers will try to cram a fifteen-minute speech into five. This is a fatal disaster for the interpreter, especially if figures and dates are quoted. Reading a text requires a different pace than that required for speaking. Generally people reading speak faster because they do not have to think about what they are going to say. Pauses are timed differently, and the quality of vocabulary and sentence structure is more formal and bureaucratic. Unless the interpreter is familiar with the text, or at least the argument, it is extremely arduous to translate this type of speech, as the rhythm of a written speech is very different and it becomes very difficult for the interpreter to keep up.

Generally, there is lack of attention just before lunch and a feeling of drowsiness just after. The sun shining outside does not help matters either. Whatever the conditions of work, the interpreter cannot afford to let down their guard, as slowing down would mean that they risk leaving out essential parts of the speech. Their work is, however, facilitated when they realize by the opening sentences that a speaker is experienced in public speaking or that he takes their presence into account.

The greatest pleasure for an interpreter is not simply to render the ideas of the speaker faithfully, but to find the appropriate and elegant turn of phrase, which also makes the translation more enjoyable for the listeners. In certain fields, where the value of a word carries weight, it is particularly important to pay attention to idiom, innuendos and nuances. Occasionally, the interpreter serves as a scapegoat when, in a moment of tension, a misunderstanding can be rightly or wrongly attributed to misinterpretation.

Some interpreters try to avoid mistakes in interpretation by working as a team. They try to
ensure a constant presence of two interpreters in the booth so that even when one is “resting”, his ears are still tuned in to the conference and he may be readily called on for verification (names, dates, figures, technical terms, acronyms, etc…). A good rapport between the interpreters contributes to a better spirit, and consequently, to better translation. This is further enhanced if a good working relationship is established with the conference organizers and participants. The interpreters would not feel inhibited from approaching the delegates in order to verify a term or review a speech. The delegates should feel at ease in coming to the interpreters to discuss particular points in their speeches.

Confidence in the interpreters is essential. The underlying tensions that may arise between delegates or country representatives can worsen if the interpreters are not trusted. In fact, in certain cases of great tension, delegates prefer to speak in or translate into a language they have not really mastered rather than passing through an interpreter. This is why it is important to ensure that the interpreters chosen are of high caliber and have experience in dealing with situations where tact and savoir-faire are an asset.

**Conclusion**

Whether you work in diplomatic circles, are a manager of overseas operations, or simply need to make a presentation in a foreign country regarding specific topics such as land management, petroleum geology and engineering or topics as varied as religion, culture, heritage, sales, marketing, you will require an interpreter to convey your words to the audience. The interpreter will need to know how to transmit your message using discretion without reverting to censorship, as this is not his role. A well prepared, successful interpretation will help you tremendously in creating good rapport with your audience. The interpreter's reward will be to get a feeling that he has given his small contribution to the advancement of your cause in his country.

Written & Researched by: Jacques LeBlanc, General Manager
Diplomats International Ltd. & Diplomats Overseas Ltd.
Email: management@diplomatsinternational.com
Website: http://www.diplomatsinternational.com
Providing In-Countries Management of Energy, Mining & Petroleum Projects Overseas.

---

**NEW YEAR... NEW OPPORTUNITIES !**

It is now 2003... an ideal time to look at our lives, our choices, our goals and ourselves for the coming year. Too often we meet acquaintances who apparently only articulate a desire to change on the first day of a new year. Giving ourselves only a 1 in 365 chance or window of opportunity for moving in the direction we wish to go is not a productive or useful way of moving towards those goals.

It is useful to do a self-assessment at the beginning of the year and at the beginning of each season. A slightly different take on self-assessment is to complete two Pie Graphs under two headings: Real Time Usage and Ideal Time Usage. We invite you to determine where the 168 hours of your week are spent under the following criteria:

1. Work/School
2. Sleep
3. Chores
4. Individual Time
5. Couple/Partner Time
6. Family Time and Social Time.

While some of us may work a 40 to 60 hour work week, and try to sleep 49 to 56 hours a week, even the most driven of us may use this exercise to see where we actually spend our time versus where we would like to choose to spend our time. It can be truly illuminating to see where our priorities lie versus where we believe they lie according to our Real Time Usage. If we begin to clarify where we want to focus our time, natural goals will become clear to us. It has been our experience that sometimes couples will discover the only couple time they have is chore time...not exactly the most advantageous time to nurture and strengthen the couple connection! As you give a concerted effort to exploring where your time goes now and where you
would like your time to go ideally, you will have completed a gentle self-assessment. Just identifying where you are at and where you want to be (hopefully with no negative interpretations or self-criticisms attached!) you will be ready to make some changes in 2003 that will leave you in a more positive personal space.

It is usually easier to sit and bemoan our present state than take a small step out of our “stuck place”. Many of us second-guess our options or feed ourselves self-defeating statements such as: “We should leave well-enough alone”, “It’s not really that bad now”, “Maybe making a change will upset the status quo”, “We should be content now, not always trying to make our lives better” and “his feeling of dissatisfaction should pass if we just ignore it”.

The above cognitions can be detrimental to our emotional and mental health. Recognizing the internalized beliefs with which we “operate” can help us explore ways to replace negative or limiting beliefs with positive, useful, and motivating self-statements. Why not try positive cognitions in 2003? Today, we will try something we have never tried before. Taste a new fruit, smell a scent we’ve never experienced, try a new route to work, walk or drive home by a different route. You have the idea. We don’t have to scale Mt. Everest daily but accomplishing short, specific, achievable goals can empower us to try goals previously believed “too hard” or “too difficult”. We wish you joy in your journey to explore your possibilities in 2003.

Dinny Payne & Allison Waks 255-3773

I SEE YOU LOOKING……..

MENTORSHIP….DON'T BE AFRAID TO ASK FOR HELP

Having a mentor is a crucial key to success, but finding a mentor may seem next to impossible. Be open-minded about potential mentors. A good mentor can be a man, a woman, someone with 20 years experience or none, or even your boss. The most important factor is that you and your mentor can comfortably exchange feedback and ideas.

You may be thinking, “I work hard, I really know my stuff. Why do I need a mentor?”

First, mentors can give you the big picture. Understanding performance expectations can be tricky-particularly when there are subtle expectations for employees in all organizations.

Mentors can also help you find a suitable style by clueing you into the “rules of the game”- commonly known as office politics. Navigating the political landscape of an organization can take years to master on your own, and avoidable mistakes can be costly.

Also, keep in mind that even as a top performer, getting challenging assignments can be tough. Mentors can open doors for you by introducing you into their networks and recommending you for high-visibility assignments and promotions.

Now you know you need a mentor. Who should you look for?

Be strategic. Figure out what kind of coaching and advice you need, then look for people who can give it to you. Remember that it’s nearly impossible to find everything you want in one person. Instead, become the mentee of several talented people.

So, how do you find a mentor? You can start by visiting www.caplacanada.org and looking in the mentorship section, fill out a form and submit it or contact those by phone that are listed on “contact information”, to answer any questions that you have.

Make a connection, but start small. Don’t scare off a potential mentor by calling and asking, “Would you like to mentor me?” Try e-mailing or calling a potential mentor to discuss a project she has worked on or to ask a question within her area of expertise. Remember, get them vested without scaring them off, invite them out for a lunch or a coffee… BREAK THE ICE.

Volunteer to help. Take the opportunity to strut your stuff in front of a potential mentor. Offer to help on a project or volunteer in a CAPLA capacity in which your mentor is involved. NETWORK, NETWORK,
AND NETWORK!

Once you've found key people and begun developing the right relationships, keep the following tips for being a good mentee in mind:

• Exceed performance expectations.
• Demonstrate your openness to coaching and feedback.
• Listen carefully to your mentor's advice and incorporate those insights that make sense for your career.
• Ask a lot of questions.
• Inform your mentor of significant career accomplishments and failures.
• Share with your mentor the advice that made the most difference for you and why.
• Give back to your mentor-be kind, don't criticize to others the advice you are given.
• Finally, as you progress in your career, don't forget to reach back. Become a mentor yourself.

Monica L. Kesjar
Calpine Canada Resources Company
Chair of the Mentoring Committee

INDUSTRY ASSOCIATIONS

From now until the end of this year, NEXUS will be providing information to the membership about other Associations in the Oil & Gas Industry. To this end, we will be printing a brief outline from a few Associations each issue. Upcoming issues will contain interesting and informative articles provided from these Associations. This issue, NEXUS provides a brief outline of PJVA, CAPL, CAPP, and PASC. The Communication Committee hopes that this will be a benefit and resource to all members.

PJVA
The mission of PJVA is to enhance the efficiency and effectiveness of petroleum joint venture relationships and activities.

Objectives
• develop and maintain model agreements;
• develop recommended practices and procedures;
• provide a forum for addressing petroleum joint venture issues;
• improve membership knowledge and skills in petroleum joint venture matters through continuing education, monthly luncheons, and annual conferences;
• provide opportunities for networking among members; and
• promote an understanding and appreciation of the joint venture discipline within the oil and gas industry.

History
• Joint Ventures have been a part of the oil and gas industry in western Canada since the first wells were drilled. The Jumping Pound Unit, west of Calgary, came into effect on June 13, 1945, and is still an active Unit today. By the 1980's, many companies had staff dedicated to joint venture/joint interest duties, involved in the negotiation and administration of jointly owned oil and gas producing properties.
• PJVA was incorporated in 1985 to provide a multi-disciplinary forum to address current petroleum joint venture issues.
• PJVA represents and supports individuals and organizations involved in petroleum joint ventures.
• PJVA members include engineers, landmen, administrators, geologists, accountants, lawyers, analysts, petroleum marketers, and buyers from junior, intermediate and major oil and gas companies, educational institutions, government agencies and research groups.

Permission for publication granted by Storm Purdy.
Past President, PJVA

CAPL
Mission Statement: The CAPL is an expanding organization committed to enhancing all facets of the land profession through communication, education, professional development, technology and member services.

Additional Information: The CAPL was formed out of the Alberta Landmen’s Association and was first established in 1948. Today, current membership stands at greater than 1500 individuals. The association provides networking opportunities and education resources, materials and programs to educate, inform and promote professionalism within its membership. CAPL activities interface with other resource based associations to facilitate common understanding of the issues, problems and solutions.
in the management of the energy industry. CAPL education courses provide attendees with an excellent working knowledge of Canadian oil and gas operations, contractual issues and business strategy. In addition to monthly meetings, CAPL annually hosts a number of events which provide networking opportunities for land professionals and their industry peers. The annual Conference provides members with an opportunity to interact and upgrade their skills in an informal setting. The Prospect Exchange offers a multi-disciplinary networking opportunity to highlight corporate objectives, geographic areas of focus or growth and share expertise. Since 1948 CAPL has been responsible for providing many of the standard lease, joint venture and operating agreements currently used in the Canadian oil and gas sector. CAPL has recently expanded agreement access to its membership via the electronic Petrodocs computer application.

Permission for publication granted by Carolyn Murphy, President, CAPL

CAPP
The Canadian Association of Petroleum Producers (CAPP) is the voice of Canada's upstream petroleum industry. CAPP represents 140 companies that explore for, develop and produce over 97 per cent of Canada's natural gas and crude oil. CAPP also has 125 associate member companies that provide a wide range of services that support the upstream oil and natural gas industry.

Working closely with our members, governments, communities and stakeholders, CAPP analyzes key oil and gas issues and represents member interests nationally in 12 of Canada's 13 provinces and territories. We also strive to achieve consensus on industry codes of practice and operating guidelines that meet or exceed government standards.

At CAPP, our goal is to continuously enhance the economic well-being and sustainability of Canada's oil and natural gas industry in a socially, environmentally and technically responsible and safe manner.

As an official advocate for our members, we strive to:
- Collect and develop up-to-date industry information and statistics.
- Advise the public, media, stakeholders and membership on codes of practise that encourage industry leadership.
- Support increased research and development initiatives.
- Act as an official media contact on issues affecting our industry as a whole.
- Create networking and training opportunities for members.
- Act as a voice on behalf of members to ensure fair pipeline transportation charges and tariffs.
- Recommend tax and fiscal policies to keep Canada's upstream petroleum industry competitive internationally.

Permission for publication granted by Taryn Albazati, Website and Publication Coordinator, CAPP

PASC
The Petroleum Accountants Society of Western Canada was formed on May 1, 1950. In the regular Society meeting held in Calgary, Alberta on June 9, 1987, the name was changed from Petroleum Accountants Society of Western Canada to Petroleum Accountants Society of Canada, PASC. PASC was a charter member, and remains a current member of the Council of Petroleum Accountants Societies, of the United States, which shares a similar charter and purpose.

It's object shall be to unite and promote cordial relationships among all persons interested in petroleum accounting, to collect and disseminate generally, by all appropriate means, all fundamentally sound accounting principles and methods; to develop, improve and extend, as far as practicable, the present science and art of petroleum accounting.

Notable accomplishments of the Society include the Standard Accounting Procedures used by industry to attach to joint venture and operating agreements, annual maintenance and publication of the material price catalogue, and establishing the annual audit per diem rates. We also offer a selection of courses and monthly luncheons with guest speakers to promote education and networking opportunities to the industry.

Permission for publication granted by Janine Tremblay, Past President, PASC
Could you please explain the structure of Fee Title from the standpoint of record keeping? There seems to be a number of leases issued in this regard, for example, Head Lease, Lease Issued From Mineral Title Land, Sub Lease, etc. (A Follow Up!)

In response to the “You Wanted to Know” section in the recent December Issue, we wanted to offer another method of handling these assets. They pose a somewhat unique opportunity not without challenges, however, in many cases, they are just another type of document to administer and maintain.

To create a context here, these are the definitions from our frame of reference:

“fee title” - others call it mineral title or a fee simple title. It is a document that records the “ownership” of mineral rights not owned by the Crown.

“head lease” - could be petroleum and natural gas, petroleum or natural gas or those pesky rights called “mineral oils”. It is a document that records the temporary leasing of rights from the lessor (or owner of the fee title) to a lessee.

“sublease” - a document granted by the lessee of a head lease (called the sublessor) to another party (the sublessee).

Fee title owner (lessor) grants a head lease to a lessee who may grant a sublease to a sublessee:

FEE TITLE (Lessor) → HEAD LEASE (Lessor/Lessee) → SUBLEASE (Sublessor/Sublessee)

Comparison of FEE TITLE, HEAD LEASE and SUBLEASE:

<table>
<thead>
<tr>
<th>Similarities (some)</th>
<th>Differences (some)</th>
</tr>
</thead>
<tbody>
<tr>
<td>each is a document</td>
<td>only the lease/sublease have expiring terms</td>
</tr>
<tr>
<td>each should be recorded separately</td>
<td>rentals may apply to the lease/sublease</td>
</tr>
<tr>
<td>each should have its own file</td>
<td>lessor/sublessor royalties may apply to the lease/sublease</td>
</tr>
<tr>
<td>each has products/rights associated</td>
<td>gross royalty trust certificate or other form of royalty may encumber the fee title</td>
</tr>
<tr>
<td>each relates to the others in some way</td>
<td></td>
</tr>
</tbody>
</table>

Some of the unique challenges in administration relates to counting/not counting acreage against a fee title that has been leased either entirely or partially. Some head leases these days are granted for only certain zones and/or even for only certain products in those zones. Oil companies who own fee title may grant multiple head leases against one fee title; each for its own product/zone, not overlapping each other of course. The ability to identify “unleased” or “available” or “open” fee title products/zones when head leases have been issued against the fee title creates another interesting challenge.

...over
If an oil company who owns the fee title wishes to drill a 100% working interest (WI) well on its own land, it is not necessary for a head lease to be issued. If that WI is ultimately sold and if the fee title is retained, then a head lease would be granted to the purchaser. If, however, that oil company (A) is not drilling a 100% WI well, then a head lease granted to A at 50% WI, and B at 50% WI (for example) is required in order for B to have an interest in the land.

Some companies take to creating splits/subs on their fee title record in order to record the part that has been leased separately from those products/zones that remain available to be leased to another Lessee. The head lease is then set up as its own file, primarily because it usually has an expiring term, may have rentals and lessor royalties associated, and is also cross-referenced to the fee title split that has been “leased”. In this way, the fee title record is still recorded as fee title with all its products/zones intact although temporarily partially leased. Depending how your company wishes to count acreage associated with those products/rights that are leased out will determine whether your acreage is counted on the head lease file or the fee title file. There seems to be no “right answer” with respect to counting acreage but many agree that acreage should not be “double” or “triple” counted.

Subleases issued against head leases should arguably have their own file as well, however, it may depend on whether you are the sublessor or sublessee in a particular property. Again, the biggest reason to create a separate file is to monitor the obligations, dates, expiry terms, rentals/sublessor royalties, the party responsible for head lease rental payments and head lease royalties are also considerations.

Insofar as cross-referencing wells on the fee title records, again it will be a corporate decision but consider that it might be nice to know the wells that have been drilled on your fee lands even after any head leases have expired.

However you decide to administer your fee title lands and their associated head leases or your head leases and their subleases, just be consistent and document your rules for others to follow; you never know when your assets might become someone else's! Insofar as the document type codes you use in your system, consider that the codes should not be changed since the document type doesn't change, only its “status” i.e. whether part or all of the fee title is “leased” or “unleased”. Perhaps this article may invite others to offer solutions to follow relating to administering fee; maybe even a course or two is in order. We welcome any comments that you might have. As always, land administration often poses new challenges for everyone!

Respectfully submitted by:
Lynn Gregory, Lightning Energy
Gordon Dainard, Encana Corporation
Linda Scott, Devon Canada
Bonnie McLaren, Canadian Natural Resources
Course Registration
Photocopy and retain for future use

CAPLA Member ☐ Non-member ☐

First Name: __________________________ Last Name: __________________________

Corporation: ______________________________________________________________

Mailing Address: ___________________________________________________________

Postal Code: __________________________ Email: ______________________________

Phone: ____________________________ Fax: ________________________________

Course Name: __________________________ Date: ___________________________

Fee Enclosed: $ __________ GST $ __________ Total $ __________

Cheques payable to CAPLA (GST #136820362)

☐ Cheque Enclosed or Charge to my ☐ VISA ☐ AMEX ☐ MASTERCARD

Card Holder Name: __________________________ Card Number: __________________________

Expiry Date: __________________________ Signature: __________________________

(Payment must accompany registration to confirm your place)
Please return this form with applicable fee to:

CAPLA
440 - 10816 MacLeod Trail S. Suite 359
Calgary AB T2J 5N8
Phone: 571-0640

CANCELLATION POLICY: CAPLA will reimburse course fees provided a participant withdraws in writing (fax, email or Canada Post) 30 days prior to the date of the course. If a participant fails to cancel registration within this time, a refund will not be issued; however, a substitute may be sent in place of the registered participant. Companies that initially register a non-member and substitute a member will not be reimbursed the balance of the fee. CAPLA will impose a $50.00 administration charge on all cancelled registrations.

FAXED OR EMAILED REGISTRATION FORMS WILL ONLY BE ACCEPTED FOR CREDIT CARD SUBMISSIONS
### Analyzing Contracts - NOVICE

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 25, 2003</td>
<td>February 18, 2003</td>
</tr>
</tbody>
</table>

**Location & Lunch**
- Location Announced in Course Confirmation Letter
- Lunch: Included

**Duration & Check-In Time**
- 8:30 a.m. - 4:30 p.m.
- Check-in begins 1/2 hour prior to start

<table>
<thead>
<tr>
<th>Member Fee</th>
<th>Non-Member Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$187.25 ($175.00 + $12.25 GST)</td>
<td>$272.85 ($255.00 + $17.85 GST)</td>
</tr>
</tbody>
</table>

Through discussion led by the instructor, this course will provide a Lease Administrator and Junior Contract Analyst with a basic knowledge of how to analyze a land agreement and apply it to the land records. Participants will also learn to determine when earning has occurred, how the operating and accounting procedures relate to the contract, and to document/track outstanding obligations.

### The Alchemy of Personal Leadership - Brains, Beliefs & Behaviours at Work

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 13, 2003</td>
<td>March 6, 2003</td>
</tr>
</tbody>
</table>

**Location & Lunch**
- Location Announced in Course Confirmation Letter
- Lunch: Included

**Duration & Check-In Time**
- 8:30 a.m. - 4:30 p.m.
- Check-in begins 1/2 hour prior to start

<table>
<thead>
<tr>
<th>Member Fee</th>
<th>Non-Member Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 315.65 ($ 295.00 + $ 20.65 GST)</td>
<td>$ 401.25 ($375.00 + $26.25 GST)</td>
</tr>
</tbody>
</table>

Registration is limited to 20 participants.

In the workplace, your greatest asset is not what you know. It's knowing who you are and how to channel your actions to get the results you want. Real change, on a personal level, starts by examining the effects of belief systems in your life and workplace. Acting on new working beliefs can springboard you into a future that you have created. In this seminar you will:

- Explore the fundamental roles of brains, beliefs and behaviours in operating belief systems;
- Determine the effect of belief systems in your life and workplace;
- Learn about the importance of context and how little things can make a big difference;
- Discover how to sustain your energy and thrive in challenging situations;
- Find out the critical requirements for personal leadership;
- Identify where and how you can make a difference to your own work situation;
- Develop an action plan for a future that you have created.
Calgary / Canmore Course & Field Trip Basics of Oil & Gas

Course Date(s): Saturday April 12th, 2002
Registration Deadline: April 5th, 2003

Location & Lunch: Bus Tour from Calgary to Canmore which includes Lunch and Dinner
Duration & Check-In Time: 8:00 a.m. - 9:00 p.m.

Course Fee: $428.00 (400.00 + 28.00 GST)

This class must have a minimum of 20 participants to run.

Bad Weather Note
If weather is too disagreeable, the alternate date for this trip will be April 26th, 2003. You will be contacted the evening before if the date is to change (please provide your home or cellular telephone number on your registration form).

The course/field trip begins in Calgary, proceeds to Turner Valley, passes through the foothills and ends in Canmore prior to returning to Calgary. En route, participants learn the basics about exploration/exploitation geology, geophysics and engineering - how oil and gas reserves are found, extracted and marketed - as well as gaining insight into the history of the petroleum industry and the impact changing technology has had throughout the years. From outcrop to discovery well site, from oil pool to sour gas pool, participants are taken to some of the very spots that changed Alberta's history. By days end, participants will understand the basics of rock and reservoir types, seals, traps, exploration/drilling methodologies, processing, transportation and play economics. Aside from the technical and economical aspects of the industry, participants will also gain a comprehensive insight into the historical and present day economic importance of the oil and gas industry within the economy of Alberta and Canada. Tours depart from Calgary at 8:00 am and return at 9:00 pm.

This one day course/field trip is designed for:

a) oil company non technical staff (legal, land, accounting, support personnel) and less experienced technical individuals,
b) oil industry support companies (legal, service sector, etc.) and
c) any group interested in learning about the oil industry in Alberta
UPCOMING CAPLA COURSES cont’d

Administration of EUB Guides 56 & 60

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 24, 2003</td>
<td>April 16, 2003</td>
</tr>
</tbody>
</table>

Location & Lunch
Location Announced in Course Confirmation Letter
Lunch: NOT Included
8:30 a.m. - 12:00 p.m.
(1/2 day)Check-in begins 1/2 hour prior to start

Member Fee
Non-Member Fee
$133.75 ($125.00 + $8.75 GST)  
$219.35 ($205.00 + $14.35 GST)

This half-day course provides an understanding of EUB Guides 56 and 60 and how they affect various aspects of surface land acquisition from an administrative perspective.

Alberta Crown: Transfer & P&NG Licence Administration

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 30, 2003</td>
<td>April 23, 2003</td>
</tr>
</tbody>
</table>

Location & Lunch
Location Announced in Course Confirmation Letter
Lunch: NOT Included
1:00 p.m. - 4:30 p.m.
(1/2 day)Check-in begins 1/2 hour prior to start

Member Fee
Non-Member Fee
$133.75 ($125.00 + $8.75 GST)  
$219.35 ($205.00 + $14.35 GST)

The first portion of this course will provide an overview of the administration of transfers; P&NG licences; rentals; offset compensation and surrenders. The second portion provides hands-on experience in proper completion of transfer forms and P&NG Licence applications for grouping and validation.

Reading Survey Plans Workshop

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 29, 2003</td>
<td>April 22, 2003</td>
</tr>
</tbody>
</table>

Location & Lunch
AM in classroom at Location Announced in Course Confirmation Letter
PM touring a wellsite Lunch: Included
8:30 a.m. - 5:00 p.m.
Check-in begins 1/2 hour prior to start

Member Fee
Non-Member Fee
$240.75 ($225.00 + $15.75 GST)  
This is a MEMBERS ONLY course.
Registration is limited to 26 participants.

Attendees will tour a completed wellsite (not drilling). Please dress appropriately for weather conditions ensuring warm clothing and hiking boots or similar footwear is worn. The in-class portion of this course will provide the information required to read and interpret survey plans correctly to ensure all required consents and agreements are identified. The field trip will enable attendees to gain valuable field experience and bring the survey plan to “life”.

This is a MEMBERS ONLY course.
Registration is limited to 26 participants.
### Third Party Surface Agreements

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 6, 2003</td>
<td>April 29, 2003</td>
</tr>
</tbody>
</table>

**Location & Lunch**

<table>
<thead>
<tr>
<th>Location &amp; Lunch</th>
<th>Duration &amp; Check-In Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Announced in Course Confirmation Letter</td>
<td>8:30 a.m. - 4:30 p.m.</td>
</tr>
<tr>
<td>Lunch: Included</td>
<td>Check-in begins 1/2 hour prior to start</td>
</tr>
</tbody>
</table>

**Member Fee**

<table>
<thead>
<tr>
<th>Member Fee</th>
<th>Non-Member Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$187.25 ($175.00 + $12.25 GST)</td>
<td>$272.85 ($255.00 + $17.85 GST)</td>
</tr>
</tbody>
</table>

Topics covered will include an overview of the various types of agreements in use, the legislation governing them as well as a practical hands-on workshop on how to use these agreements. Additional topics include an overview of standard requests and how to process such requests. The course will also discuss the use of CAPLA’s Master Road Use Agreement.

### Administration of Surface Rights in Alberta

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 4 &amp; 5, 2003</td>
<td>May 28, 2003</td>
</tr>
</tbody>
</table>

**Location & Lunch**

<table>
<thead>
<tr>
<th>Location &amp; Lunch</th>
<th>Duration &amp; Check-In Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Announced in Course Confirmation Letter</td>
<td>8:30 a.m. - 4:30 p.m.</td>
</tr>
<tr>
<td>Lunch: Included</td>
<td>(2 days)Check-in begins 1/2 hour prior to start</td>
</tr>
</tbody>
</table>

**Member Fee**

<table>
<thead>
<tr>
<th>Member Fee</th>
<th>Non-Member Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$299.60 ($280.00 + $19.60 GST)</td>
<td>$385.20 ($360.00 + $25.20 GST)</td>
</tr>
</tbody>
</table>

Provides a review of the requirements for taking a proposed well location from its inception through to the end of drilling and completion operations from a Surface Land Administrator’s perspective. Alberta surface lease documentation will be the focus.

### Alberta Crown: The Continuation Application Form & Case Studies

<table>
<thead>
<tr>
<th>Course Date(s)</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 11, 2003</td>
<td>June 4, 2003</td>
</tr>
</tbody>
</table>

**Location & Lunch**

<table>
<thead>
<tr>
<th>Location &amp; Lunch</th>
<th>Duration &amp; Check-In Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Announced in Course Confirmation Letter</td>
<td>8:30 a.m. - 4:00 p.m.</td>
</tr>
<tr>
<td>Lunch: Included</td>
<td>Check-in begins 1/2 hour prior to start</td>
</tr>
</tbody>
</table>

**Member Fee**

<table>
<thead>
<tr>
<th>Member Fee</th>
<th>Non-Member Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$187.25 ($175.00 + $12.25 GST)</td>
<td>$272.85 ($255.00 + $17.85 GST)</td>
</tr>
</tbody>
</table>

This course utilizes case studies to highlight the application processes for Alberta Crown lease continuations. A brief overview of the relevant regulations will be provided to gain a better understanding of continuations. Exercises will be used to provide hands-on experience for the successful completion of continuation applications.
COMMUNICATION COMMITTEE UPDATE

Our committee members are busy liaising with other industry associations and we are going to commence printing information describing these associations throughout the year. Look forward to articles from these associations to broaden your knowledge of how things work in our industry.

Volunteer recognition for the Communication Committee took place at the luncheon meeting on January 13, 2002. During her speech, Deb Degenstein reflected on how the Committee has helped her achieve the goals she set when she took the position of Communication Director.

Deb Degenstein has headed up a sub committee to work on the design of the Annual Report, which comes out with the next publication of NEXUS.

Nancy Howes-Olmstead
239-8848

B.C. TENURE REVIEW COMMITTEE

Update! Members from the B.C. Tenure Review Committee (CAPLA), CAPl and CAPP met with the B.C. Ministry on October 30, 2002. The meeting was informal and upbeat, with everyone ready to get to addressing tenure and process improvement issues. A subsequent meeting was held with the Committee to review and discuss items from the October 30th meeting. A big thank you to our committee volunteers for stepping up to the plate!

AN OPEN INVITATION

You are cordially invited to attend the 21st ANNUAL RECEPTION to meet the graduating students from the OLDS COLLEGE LAND AGENT AND LAND ADMINISTRATION PROGRAMS

The Reception will be held on: Wednesday, March 12th, 2003 Between 4:30 and 7:30 p.m.

At the Fairmont-Palliser Hotel (Alberta Room) 9th Avenue & 1st Street S.W., Calgary, Alberta

Please RSVP to Bev Christman at Olds College (403) 556-4766 or 1-800-661-6537 by March 6, 2003 (e-mail: bchristman@admin.oldscollege.ab.ca)

Your attendance and support at this reception will be greatly appreciated

Space for this reception has been generously donated by the Fairmont-Palliser Hotel
COMMUNICATION COMMITTEE

As recognized at the January 13th Luncheon.

It has been a great 2 years as Communication Director for our Association. I have learned what it is like to be on a Board and to put together a team to produce a newsletter for a membership of approximately 1740. We have put together an Annual Report and planned Special Editions. Our planning sessions have all been successful by having a Facilitator - Darlene Rogers - move us through all Agenda items and having Norma Anderson put together the final outcome of our day using flipcharts and paper taped all over the walls. Each member contributes their point of view which we discuss until we reach a consensus as a team.

I have accomplished everything I had planned to do when taking on this Board position. We have grown to a Volunteer Committee of 18 committed individuals. Without this support I would never have been able to do this by myself. We have an Editorial Committee, Head Proofreader, Print Coordinator who works with First On Color and Volunteers who are liaisons with just about every Organization in our Industry to educate and inform our members about what is available to them. We all look forward to learning more about these Associations in the year to come. We have added to the NEXUS personal growth articles that include such topics as Career Planning and Financial Information. My goal was to provide something for every one of our members. With this team we have accomplished this. I do recommend that sometime in your career you volunteer. You will be surprised at what you didn't know and come out of this by learning something that will help you the rest of your life.

I personally thank the following Volunteers, some of whom have been with me since March 2001, for the commitment they have given me. Honestly I really appreciate your extra time and I am happy that all of you will be continuing with this Committee, as I will be as a volunteer to our new Director. We still look for new Volunteers and really, it is like being in a newspaper room, it's not quiet.

Thank you to the following volunteers:
Suzanne Akins - Independent - Encana
Norma Anderson - Independent
Pearl Ao - Petro-Canada
Holly Evans - Explorer Software
Betty Gordon - Independent - Archean Energy Ltd.
Julia Haynes - IBM
Nancy Howes-Olmstead - Independent
Gloria Hoyos - Independent
Macy Hui - Independent
Cam Lockerby - Independent - Explorer Software
Linda Mah - Independent
Jude Press - Explorer Software
Leanne Quantz - Independent
Darlene Rogers - Independent
Maarnie Shakespeare - Apache Canada Ltd.
Wendy Walker - Penn West
Nancy Wilkey - Independent - Encana

Volunteers who had to move on because of other commitments but I still appreciate their time they committed to last year:

Ebonie Williamson - Independent
Jennifer Martin - Nexen
Virginia Trapnell - Independent
Carmel Joyce - Independent

Debbie Degenstein
Explorer Software Solutions Ltd.
Communication Director

CERTIFICATION COMMITTEE

As recognized at the January 13th Luncheon.

2002 has been an extremely important year in the life of the CAPLA Certification Program. On February 23, 2002, 40 courageous members of our association participated in a “pilot” land contracts certification exam which helped us conclude that:

- each exam would have 100 questions,
- each exam would be 2 hours in length,
- each exam would have four component parts,
- a minimum score of 80% would be required to pass any of the four components.

At the 2002 CAPLA Conference, we promoted enrollment in the program as providing a series of
“Checkpoint Opportunities” to help members identify possible deficiencies in their skill set and address those deficiencies through various courses and experiences in the workplace.

We were pleased to find that of those writing at the first sitting of the exam, 40% were able to “check off” one of the 4 components from their list and another 40% were able to “check off” two components from their list. By the time the first re-write came along in November, at least half had “checked off” at least three of four components. You will have to wait for the May Management Night for the announcement of those individuals who will have received the Certified Petroleum Land Contract Analyst (CPLCA) designation.

Before the April 2003 sitting of the exam, each writer will have the opportunity to review the exams they have written and view the correct answers. In addition, an updated “Learning Road Map” will be posted on the CAPLA website by February 1, 2003 for all CAPLA members to view. It will include possible topics for examination and suggested courses which may assist your preparation.

The Certification Team’s 2003 goals include:
- the completion of the land contracts exam database of over 600 questions
- submission of requests for proposal to 4 educational institutions to design a minerals administration examination database
- Certified Petroleum Land Contracts Administrator (CPLCA) exam sittings in April and May
- Recognition of successful CPLCA candidates at May Management Night

The Certification Team’s 2004 goals include:
- the completion of the surface administration contracts exam database of over 600 questions
- Certified Petroleum Land Contracts Administrator (CPLCA) exam sittings in April, May, October and November
- the first Certified Petroleum Minerals Administrator (CPMA) exam sittings in April, May, October and November
- the first Certified Petroleum Surface Administrator (CPSA) exam sittings in October and November
- Recognition of successful CPMA candidates and more successful CPLCA candidates at May Management Night

As chair of the CAPLA Certification Committee, I would like to express my admiration and appreciation of nine dedicated and extremely capable members who have made, and will continue to make, all of this possible. They are:

Phyllis Aberle
Husky Oil Operations Limited

Beth Bowerman
Independent

Barbara Bridgewater
Independent

Carolyn Keough
Baytex Energy Ltd.

Joy Lamb
Devon Canada Corporation

June Pardy
Samson Canada, Ltd.

Theresa Sacha
Advantage Oil & Gas Ltd.

Joanne Stansky
Burlington Resources Canada Energy Ltd.

Glen Sveinson
Chevron Canada Resources

Kevin MacFarlane
Petro-Canada Oil and Gas
Chair of the Certification Committee
CAPLA EVENTS COMMITTEE
2003 GOLF CLINIC
REGISTRATION FORM

• Starting Monday, March 24th, Tuesday March 25th, and Wednesday, March 26th
• Clinic is 5 weeks long, 1 hr / week at Fox Hollow Golf Club, 999 - 32nd Avenue NE
• Beginner and intermediate/advanced lessons are available
• Only 6 to 8 people per evening so more practice time available
• Time: These will be evening classes, running from 7-8pm (This time frame is subject to change.)
• Registration Fee $125.00, includes GST
• Please make cheque payable to CAPLA and send completed registration and cheque to:
  Susan Williams
  Burlington Resources Canada Ltd.
  2800, 605-5th Avenue SW
  Calgary, AB T2P 3H5
• Questions? Please call Susan at 260-1983

Space is limited, so please register early!

Registration deadline is Monday, March 17, 2003

Name: ____________________________________________

Company: __________________________________________

Address: __________________________________________

Phone #  Day:_________________________ Evening: ________________________

Email Address: __________________________________________

Please check evening preferred:
Monday: ________ Wednesday: ________ Thursday: ________

Please note the level of lesson preferred:
Beginner: ________ Intermediate/Advanced: ________
UPCOMING CAPL COURSES

All prices include GST. For registration or more information on these or any other CAPL seminar, please contact the CAPL office at 237-6635, fax 263-1620 or e-mail dgrieve@landman.ca Visit the CAPL website: www.landman.ca for the full calendar of seminars.

INTRODUCTION TO SURFACE RIGHTS
February 19 & 20, 2003 8:30 a.m. to 4:30 p.m.
The relationship between landman and the administrator will be examined. Topics covered include freehold surface leases, easements and right of entries.
Fee:
- CAPL Member $374.50
- Non-Member $428.00

ALBERTA LIMITATIONS ACT   **NEW**
February 25, 2003 1:00 p.m. to 4:30 p.m.
This course will focus on a summary of previous limitation periods, review the new Alberta Limitations Act and review the PASC Industry Agreement relating to same.
Fee:
- CAPL Member $160.50
- Non-Member $214.00

ECONOMIC CONSIDERATIONS
FOR LAND DEALS
February 26 & 27, 2003 8:30 a.m. to 4:30 p.m.
The basics of measuring project value from an economic perspective will be covered in this seminar. The advantages of alternate methods of value measurement will be discussed, with an emphasis on discounted cash flow analysis and its related profitability criteria.
Fee:
- CAPL Member $374.50
- Non-member $428.00

FREEHOLD MINERAL LEASE
March 6, 2003 8:30 a.m. to 4:30 p.m.
Industry personnel who require a detailed knowledge of freehold mineral rights will benefit from this seminar. The Torrens System in Alberta will be discussed, along with a review of the nature and ownership of oil and gas in place.
Fee:
- CAPL Member $321.00
- Non-Member $374.50

OIL AND GAS LAW
March 12 & 13, 2003 8:30 a.m. - 4:30 p.m.
This course is designed for all personnel who require an understanding of the fundamental concepts of oil and gas law, and will focus on complex legal issues (including contractual, operational and environmental issues) that arise within the industry.
Fee:
- CAPL Member $374.50
- Non-Member $374.50

NORTHERN ISSUES
March 20, 2003 8:30 a.m. to 4:30 p.m.
This seminar is designed for individuals who are looking for an introduction to the regulatory regime over oil and gas development in the North, and some of the unique issues faced in northern operations, and northern JOA’s.
Fee:
- CAPL Member $321.00
- Non-member $374.50

ROFR ISSUES
March 27, 2003 8:30 a.m. to 4:30 p.m.
This seminar is intended for senior personnel who deal with analyzing various situations in which ROFR issues may arise and recommending or implementing appropriate responses thereto.
Fee:
- CAPL Member $321.00
- Non-member $374.50

DRILLING & PRODUCTION OPERATIONS
March 31 & April 1, 2003 8:30 a.m. to 4:30 p.m.
This seminar will give a non-technical overview of oilfield operations in Western Canada. The major topics of drilling, well completion, and production operations will be covered.
Fee:
- CAPL Member $374.50
- Non-Member $428.00

ALSO:

Conventional Expl. Agreements  April 4 & 5
Surveying  April 8
CAPL Operating Procedure  April 10
East Coast Offshore Oil & Gas  April 23
**WELCOME TO OUR NEW CAPLA MEMBERS!!**

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terri Ardelli</td>
<td>Vanessa Friesen</td>
<td>Laurie Howard</td>
</tr>
<tr>
<td>Karen Bader</td>
<td>Regina Gajecki</td>
<td>Joyce Jones</td>
</tr>
<tr>
<td>Trina Baldwin</td>
<td>Russell Gleed</td>
<td>Jennifer Jones</td>
</tr>
<tr>
<td>Kathy Beever</td>
<td>Tracey Glynn</td>
<td>Lorraine Krause</td>
</tr>
<tr>
<td>Shirley Bierkos</td>
<td>Susan Gold</td>
<td>Lisa LaDouceur</td>
</tr>
<tr>
<td>Christina Brace</td>
<td>Suzanne Graham</td>
<td>Rayna Lague</td>
</tr>
<tr>
<td>Brandy Brielle</td>
<td>Sandra Guth</td>
<td>Margaret Lee</td>
</tr>
<tr>
<td>Donna Brown</td>
<td>Mert Hameister</td>
<td>Brenda Lucy</td>
</tr>
<tr>
<td>Tara Calnen</td>
<td>John Hawitt</td>
<td>Jean Luedtke</td>
</tr>
<tr>
<td>Carolyn Campbell</td>
<td>Carla Hennessey</td>
<td>Marianne Lynn</td>
</tr>
<tr>
<td>Jennifer Dodman</td>
<td>Nicole Hetherington</td>
<td>Greg Maher</td>
</tr>
<tr>
<td>Gerry Elliott</td>
<td>Alison Hollingworth</td>
<td>Sharon Maher</td>
</tr>
<tr>
<td></td>
<td>Janine Hopf</td>
<td>Ann Mann</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MEMBER INFO CHANGES**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darcy Biever</td>
<td></td>
<td><a href="mailto:kpugsley@telus.net">kpugsley@telus.net</a></td>
</tr>
<tr>
<td>Upton Resources Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Onyx Energy Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craig Bisschop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Best Pacific Resources Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Orca Oil &amp; Gas Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jacqui Burke</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canadian Natural Resources Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To ConocoPhillips</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wendy R. Bursey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upton Resources Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Husky Oil Operations Limited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jocelyn Christensen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EnCana Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Cequel Energy Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susan Forsyth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EnCana Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Canadian Natural Resources Limited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charmaine Grills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBM BPO Solutions Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Enerplus Resources Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karen Hertel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Burlington Resources Canada Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karen Hickey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hickey Contracting Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Direct Energy Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kathy Hiebert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Pengrowth Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denise Hutschel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Viking Energy Royalty Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barbara Jensen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paramount Energy Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Burlington Resources Canada Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veronica Jordan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Husky Energy Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dianne Lee Kears</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PrimeWest Energy Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Mustang Resources Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amber Elie-MacLean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husky Oil Operations Limited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Direct Energy Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peter Manchak</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Devon Canada Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Nage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBaytex Energy Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To LandSolutions Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leanne Donna Quantz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Petro-Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warne Rhoades</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Paramount Resources Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellen Smith</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ConocoPhillips Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Penn West Petroleum Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stacy Stevens</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Petrobank Energy and Resources Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Burlington Resources Canada Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tara Sutherland</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Promax Energy Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Bonavista Petroleum Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wendy Walker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATCO Gas and Pipelines Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Penn West Petroleum Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susan Williams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBM BPO Canada ULC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Burlington Resources Canada Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laura Van Holland</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pricewaterhouse BPO Solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Petro-Canada Oil and Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gloria Wilson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husky Oil Operations Limited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Hunt Oil Company of Canada, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME CHANGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rosslynn J. Boake</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Rosslynn J. Bobbette</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shelly Millett</td>
<td>Phone: 974-8230 Fax: 974-7679</td>
<td>Email: <a href="mailto:kpugsley@telus.net">kpugsley@telus.net</a></td>
</tr>
<tr>
<td>Karen Pugsley</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:kpugsley@telus.net">kpugsley@telus.net</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GROUP BENEFITS REMINDER
EVERYONE BENEFITS!

CAPLA has arranged for its members to be eligible to belong to a comprehensive benefits program, including:

- Group Life
- Dependant Life
- Accidental Death & Dismemberment
- Long & Short Term Disability
- Extended Healthcare (Major Medical & Prescription Drugs)
- Vision Care
- Dental
- Health Spending Account

These benefits are available to you as a CAPLA Member, and in addition to the benefits listed above, CAPLA members can feel free to contact Dann Kepford for quotations for personal/corporate life insurance, disability and critical illness quotations. Dann is a broker and can obtain quotes for the entire insurance market.

Please contact: Dann Kepford @ (403) 264-6690

CONTACT NEXUS!

Please send NEXUS articles and feedback to our new NEXUS email address:

nexus@caplacanada.org

Did you know that NEXUS does not contain paid advertising? The small logos and ads that do appear are from specific service providers that bring a direct benefit to CAPLA members.
## MARCH

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
</tr>
<tr>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COURSE:**
- Alchemy of Personal Leadership
- NEXUS Deadline for April Issue

**AGM @ Calgary Petroleum Club**
- Speaker: Andrew Nikiforuk

### APRIL

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td>28</td>
<td>29</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Course:**
- Calgary/Canmore Course & Field Trip
- Good Friday
- Course: Administration of EUB Guides 56 & 60
- Course: Alberta Crown: Transfer & PNG License Administration

### MAY

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
</tr>
<tr>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
</tr>
</tbody>
</table>

**Courses:**
- Third Party Surface Agreements
- Management Night Dinner Meeting
- Victoria Day
CAPLA NEXUS

is a publication of CAPLA
Produced by the Communication Committee

Director: Debbie Degenstein (debbiedegenstein@explorersoftware.com)
Assistants to Director: Darlene Rogers Nancy Wilkey
Editor: Cam Lockerby (cam@lockerby.ca)
Asst. Editor: Wendy Walker (walker.wr@shaw.ca)
Print Coordinator: Linda Mah (llmah@yahoo.com)
Head Proofreader: Holly Evans
Administrative Assistants: Suzanne Akins Holly Evans
Proofreaders: Nancy Howes-Olmstead Jude Press
Linda Mah Wendy Walker
Content & Research: Norma Anderson Gloria Hoyos
Pearl Ao Macy Hui
Team: Betty Gordon Leanne Quanz
Julia Haynes Maarnie Shakespeare

PUBLICATION SCHEDULE

<table>
<thead>
<tr>
<th>MEETING DATES</th>
<th>ARTICLE SUBMISSION DEADLINE</th>
<th>MAILOUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 20</td>
<td>March 13</td>
<td>April 15</td>
</tr>
<tr>
<td>May 21</td>
<td>June 12</td>
<td>August 19</td>
</tr>
<tr>
<td>September 23</td>
<td>September 4</td>
<td>October 7</td>
</tr>
</tbody>
</table>

All articles printed under an author’s name represent the views of the author. Publication neither implies approval of the opinions expressed nor accuracy of the facts stated.

Roster Change

Name:  
Former Company:  
Present Company:  
Name Change:  
Phone:  Fax:  
Email:  
OPTION:  
  To be announced in CAPLA NEXUS. 
  Roster list only.

Mailing Address:

Address:  
City:  
Postal Code:  

Please Fax to:  
CAPLA Roster Change Form