AIATSIS
AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES

WHAT'S NEW IN NATIVE TITLE

JUNE 2018

1. Case Summaries

Quall v Northern Land Council [2018] FCA 989

29 June 2018, Practice and Procedure, Federal Court of Australia – Northern Territory, Reeves J

In this matter the Court declared that the first respondent, the Northern Land Council (NLC), had not certified an application for the registration of the Indigenous Land Use Agreement (ILUA) in accordance with s 24CG(3)(a) of the *Native Title Act 1993* (Cth) (NTA), and in performance of its functions as a representative body under s 203BE(1)(b) of the NTA. The ILUA was dated 21 July 2016 and amended by a Deed of Variation dated 2 February 2017, known as the Kenbi ILUA. The Court ordered that the first respondent pay the applicant's costs. The applicant was Mr Kevin Quall. The respondents to the claim were the Northern Land Council, and Joe Morrison as Chief Executive Officer of the Northern Land Council.

The NLC had submitted a certification of the ILUA which was signed by Mr Joe Morrison, acting in his capacity as CEO of NLC. The issue was not with the contents of this agreement, but whether the CEO could validly sign the certification of the agreement and therefore meet the requirements of s 203 BE(1)(b) NTA. The applicants, Mr Quall and Mr Fejo, contended firstly that the applicants function under s 203BE(1)(b) NTA was not delegable, and alternatively, that the function had not

been validly delegated to the CEO by way of resolution of meetings held on 1 October 1996 and 10 March 2000.

[21] – [28] On the first issue, Reeves J agreed with the NLC's contention that s 203BK of the NTA, as of 1 July 2000, was sufficiently broad enough to allow the NLC to delegate its functions to a staff member such as its CEO. It was held that the words 'all things necessary or convenient to be done' extended to the delegation of a representative body's function to a member of its staff, that delegation enabled satisfactory and effective performance of NLC's functions by s 203BA(2) of the NTA, and that such a construction of the acts promotes the primary purpose of a representative body to represent native title holders, persons who may hold native title and Aboriginal and Torres Strait Islanders living in the area. It was also noted that Division 3 of Part 11 NTA enabled employment of third parties to assist in the performance of their functions, and by a matter of logic, this function should also therefore extended to their staff.

[29] – [34] On the second issue, Reeves J agreed with the applicants that resolutions made in the meetings of 1 October 1996 and 10 March 2000 had not validly delegated its function to the CEO. Section 34AB of the *Acts Interpretation Act 1901* (Cth), introduced in 2011, does not apply retrospectively and so did not apply to the resolution and instrument in this case. Therefore, the common law presumption that a delegation does not extend to a power that comes into existence after the delegation was made, even within the literal words of the delegation (*Street CJ in Australian Chemical Refiners Pty Ltd v Bradwell* (unreported, New South Wales Court of Criminal Appeal, 28 February 1986)). [41] As the functions of the NLC under s 203BE NTA did not exist at the time of the 1 October 1996 resolution this power could not be delegated. There was nothing in the 10 March 2000 instrument to indicate that the NLC applied 'specific awareness and consideration of the content and significance of the delegation' (*Bradwell*) as it was in substantially the same terms as the 1996 resolution, and so it too was ineffective in delegating function to the CEO.

Buurabalayji Thalanyji Aboriginal Corporation v Onslow Salt Pty Ltd (No 2) **[2018] FCA 978**

28 June 2018, Native Title, Application for Summary Judgment, Federal Court of Australia- Western Australia, McKerracher J

In this matter the Court ordered that: (1) The respondents' applications seeking dismissal of the applicant's claim pursuant to section 31A *Federal Court of Australia Act 1976* (Cth) be dismissed and (2) the respondents pay the costs of the applicant to be assessed if not agreed.

The claimants in this dispute were the Thalanyji peoples whose native title is held on trust by the Buurabalayji Thalanyji Aboriginal Corporation (BTAC). The respondents

included Onslow Salt and the State of Western Australia ('the State'). The salt mining area concerned is located southwest of the town of Onslow in Western Australia.

The Court considered whether BTAC's claim raised new issues surrounding the existence of, and interference with, native title rights and interests. BTAC's application was filed in December 2017. The previous proceeding *Buurabalayji Thalanyji Aboriginal Corporation v Onslow Salt Pty Ltd* [2017] FCA 1240[1] concerned an application by Onslow Salt to stay BTAC's proceedings and instead rely upon the dispute resolution clause (DRC) within the contract in dispute. In that proceeding, the Court ordered that the stay application should be refused.

McKerracher J set out in detail what is required in order for the Court to be satisfied that the prosecuting party has no reasonable prospects of prosecuting the proceeding or part of the proceeding. The claim does not need to be hopeless for it to have no 'reasonable prospects', and a 'reasonable prospect of success' is one which is real, not fanciful. In deciding this, the court does not conduct a mini-trial based on incomplete evidence, but instead critically examines the available materials to decide whether there is a real question of law or fact that should be decided at a trial. A dismissal cannot apply to a real question of law that is serious, important, and difficult or is novel.

BTAC's pleaded case

[5] McKerracher J observed that 'BTAC's case is undoubtedly novel' and then discussed their substituted statement of claim (SSOC) filed 22 December 2017, noting that pleadings had not been filed by the respondents in response to the current form of the SSOC. BTAC's pleaded case is set out in detail at paragraph [5](a)–(o). The causes of action that flow from the facts asserted by BTAC are set out at paragraph [6](a)–(f). [7] BTAC also sought damages for the loss and damage suffered including exemplary damages for the causes of action in intentional interference with native title rights, trespass and tortious conspiracy; damages and restitutionary damages for breach of contract; and compensation on just terms pursuant to division 5 of part 2 of the NTA.

[8] Onslow Salt contended that BTAC's claim failed because at the relevant time the Thalanyji people had surrendered their claim to native title. They relied on the contractual relationship between the parties and argued that the parties' rights were controlled by those various instruments.

[10] Onslow Salt argued that the existence of native title, and entitlements for compensation for impact upon it, is determined by the legal rights and not the use of the relevant area citing *Western Australia v Ward (2002)* 213 CLR 1 per Gleeson CJ, Gaudron, Gummow and Hayne JJ at [78]. Onslow Salt argued that an objective inquiry to identify and compare two sets of legal rights is required. Even if the use of the land is unlawful, its interaction is determined solely by the legal rights each party

[1] See What's New in Native Title - October 2017 for a summary of the issues pleaded, defences filed and the application to stay those proceedings.

has in the land. Firstly, Onslow Salt stated that the Development Deed and the Future Act Agreement suspended the Thalanyji people's native title rights. Secondly, the 2008 Determination specified that the native title rights were subject to Onslow Salt's rights. Onslow Salt referred to the 'non-extinguishment principle' of s 238 NTA, which enables suspensions rather than extinguishment of native title. They argued that the parties were seeking to implement a contractual equivalent to this principle.

[15] McKerracher J observed that so far as he was aware there is no authority examining the purported effect of a contractual agreement to suspend native title 'and no analysis of precisely what that means'. [16] His Honour pointed out that the removal of 10 million cubic metres of fill was a very substantial amount. Even if native title rights could not be exercised in the Project Area during the period of 'suspension', the large removal to an offsite area means that the native title rights were forever lost in respect of that location. McKerracher J stated that it this was a sufficient enough reason for the matter to proceed to trial as there was a potentially significant question of law and fact to be determined.

Other interests

[20] Onslow Salt also argued that BTAC gave up its rights in the 2008 Determination. In that Determination, various 'other interests' were identified as taking priority where there is inconsistency [or an operational inconsistency]. In instances of no inconsistency (e.g. a native title right to hunt in an area and a miner's right to excavate that area) the native title right would continue. However, in a case of inconsistency (e.g. a native title right to protect an area from harm and a miner's right to excavate) then the rights of Onslow Salt would prevail.

[22] McKerracher J once again noted that there were difficult factual and legal questions to solve. His Honour explained that BTAC argued the conditions (12 and 13) of the Mining Lease were breached in the removal and sale of the fill material. Also, the Additional Agreement could not authorise the conduct because of requirements in the State Agreement for detailed proposals and approval of expansion or modifications concerning the Company's operations. [23] BTAC argued that the conditions and stipulations attached to the Mining Lease did not authorise the removal of the fill material or its sale to Chevron but would require the non-disturbance and or rehabilitation of the site.

Interference with native title rights

[26] Onslow Salt contended that the claim of interference with native title had no foundation. They argued that 'tortious interference with native title rights and interests' is a cause of action that does not exist in law.

[29] BTAC responded by acknowledging the novel nature of the tort, but explained it was unsurprising considering the late recognition and legislation of native title and that the claim proceeds as an incremental and analogical development of the common law as discussed in *Perre v Apand Pty Ltd* (1999) 198 CLR 180 per McHugh J at [93]–[94], Gummow J at [199] and Hayne J at [333].

Onslow Salt stated in reply that many of the necessary elements needed for 'tortious interference' were not present and that the loss and damages resulting from such a tort in native title would be unsustainable.

[30] BTAC argued that:

a) For the purposes of an application for summary dismissal of a proceeding that it was sufficient to note that a tortious act occurred due to direct loss and damage and that the rights of BTAC could have a character similar to an infringement of proprietary or possessory interests in property.

b) When allowance is made for the fact that the pleaded tort arises from the recent recognition of native title rights, it is appropriate to proceed by analogy with existing principles of tort law that focus on the right or interest being protected, rather than the historical exegesis of torts as received from English law.

[31] BTAC further argued that:

> …in relation to the contention that 'the right to negotiate claim' is a confused claim for loss and damage, it must be noted that it is at least arguable that the pleaded conduct of Onslow Salt in the removal of the fill material and causing or enabling Chevron to remove the fill material for reward, infringed the native title rights and interests because the removal of such a vast body of material is inconsistent with present but also any future enjoyment of native title rights and interests.

[31] McKerracher J observed that 'it is arguable, in my view, that, as such, a measure of the loss caused was the value of this lost opportunity to bargain for access to the land and the removal of the material,' a concept of loss comparable to that recognised in *Sellars v Adelaide Petroleum NL; Poseidon Ltd v Adelaide Petroleum NL* (1994) 179 CLR 332. McKerracher J then further observed that 'there may be a number of hurdles to overcome to before BTAC could ultimately succeed on this contention but it should have the opportunity to advance the argument.'

Trespass

[32] Onslow Salt contended that the claim regarding trespass was 'short and ambiguous [and] foredoomed to fail'. They stated that the Thalanyji people's native title rights are insufficient to base any claim in trespass as they did not have right to exclusive possession. [34] Onslow Salt further contended that the authorisation was lawful and therefore prevents any trespass claims and sought to rely upon *Coco v The Queen* (1994) 179 CLR 427 per Mason CJ, Brennan, Gaudron and McHugh JJ at 436. [35] Onslow Salt further argued that the activities complained of were authorised by law. [36] McKerracher J once again observed that there is a debate about the lawfulness of the removal of the fill material (see paragraphs [36]–[39]).

Conspiracy

[40] McKerracher J observed that:

> Once again, the claim here is framed solely in relation to impact on native title. Again, in my view, to the extent that the complaint about this claim turns on Onslow Salt's native title contentions, I am unable to accept those contentions on a summary basis.

Conspiracy is the agreement of two or more persons to do an unlawful act or do a lawful act by unlawful means. It can be established without evidence of an express agreement between parties. McKerracher J noted that BTAC would find it difficult to establish 'intent to injure' which is one ground of tortious conspiracy. [41] To do so would mean proving that Onslow Salt must have acted with 'the sole or predominant purpose of injuring the claimant' and that they did so to directly cause claimant damage, rather as an indirect result.

[43] McKerracher J stated that while the unlawfulness aspect of this claim may not be BTAC's strongest point it was arguable and should not be a basis for a summary judgment. [45] His Honour explained that it could be argued that it was inevitable that the highly profitable activity for Onslow Salt and the benefit to Chevron could only possibly result in injury to BTAC, with a permanent consequence to its native title.

Breach of Contract

[48] As outlined above, BTAC pleads that Onslow Salt's actions were in breach of the Development Deed and the Future Act Agreement. [49] His Honour observed that: 'As Onslow Salt points out, these claims also turn on the native title contention which I am not prepared at this stage to summarily dismiss.'

[50] McKerracher J observed that:

> Once again, not only do I consider that the native title argument should go to trial, but I also consider that the debate about whether the removal of the fill material was authorised by the Mining Lease should go to trial. The contention is that Onslow Salt promised by contract to consult with BTAC, but failed to do so. Therefore, BTAC lost the ability to negotiate for the protection of the land. BTAC pleads an implied term in the Development Deed and the Future Act Agreement that Onslow Salt would not remove and sell material from the Salt Mining Area other than material authorised to be removed and sold by the Mining Lease. That contention is arguable.

At paragraph [51] McKerracher J dismissed Onslow Salt's application.

The State

The State's contentions are set out in paragraphs [52]–[90] with McKerracher J concluding that: [91] 'None of the remaining complaints by the State raise matters which are not dependent on those arguments I have already rejected above' and concluded that [92] he was not prepared to dismiss the whole or any part of the SSOC or the proceedings instituted by BTAC and ordered that the two interlocutory applications seeking summary judgment should be dismissed with costs.

Breadon on behalf of the members of the Inteyere, Twenge, Ipmengkere, Murtikutjara, Aniltika and Nthareye Landholding Groups v Northern Territory of Australia [2018] FCA 890

20 June 2018, Consent Determination, Federal Court of Australia – Northern Territory, Reeves J

In this matter the Court ordered that there be a consent determination of non-exclusive native title, not to be held on trust, with the Twenga Aboriginal Corporation to be the prescribed body corporate.

This application for a determination of native title was filed in September 2016. Reeves J congratulated the parties for its prompt resolution. The claim area comprises some 5,197 square kilometres of land situated approximately 90 kilometres southwest of Alice Springs. The claim area is covered by a perpetual pastoral lease, Henbury Pastoral Lease (part NT Portion 657: PPL No. 1094), and four other portions of land. The claimants are Southern Arrernte or Pertame and the Western area of the claim is also associated with Matuntara Luritja speakers. The estate groups are part of a larger regional society, the laws and customs of which have their foundation in Altyerr/Tnengkarre (Arrernte) or Tjukurpa (Luritja) (Dreaming). The respondent parties included the Northern Territory of Australia and Henbury Holdings Pty Ltd. Reeves J made orders pursuant to s 87 NTA affirming the parties' agreement by consent.

Glenn on behalf of the members of the Alherramp, Arempey, Lyelyepwenty, Ngwenyenp and Tywerl Landholding Groups v Northern Territory of Australia [2018] FCA 889

19 June 2018, Consent Determination, Federal Court of Australia – Northern Territory, Reeves J

In this matter the Court ordered that there be a consent determination of non-exclusive native title, not to be held on trust, with the Pine Hill West Aboriginal Corporation (ICN: 8649) to be the prescribed body corporate.

This application for a determination of native title was filed in August 2016. Reeves J congratulated the parties for the prompt resolution of the matter. The claim area comprises some 1,544 square kilometres of land situated approximately 137 kilometres Northwest of Alice Springs, west of the Stuart Highway. The claim area is covered by part of a perpetual pastoral lease, namely the west portion of Pine Hill Pastoral Lease (part NT Portion 725: PPL No. 1030), and NT Portion 4347. The claimants are Anmatyerr people and their estates lie in Anmatyerr territory (see paragraph [9]). The Respondents included the Northern Territory of Australia and Australia Green Properties Pty Ltd. Reeves J made orders pursuant to section 87 NTA affirming the Parties' agreement by consent.

Eagles on behalf of the combined Thiin-Mah Warriyangka, Tharrkari and Jiwarli People v State of Western Australia (No 2) [2018] FCA 898

14 June 2018, Application for Joinder, Federal Court of Australia – Western Australia, Barker J

In this matter the Court ordered that the joinder application of Wayne Lapthorne dated 29 March 2018 be dismissed. Mr Lapthorne is a director of Kulyamba Aboriginal Corporation RNTBC, and was seeking to be joined as a respondent party to the proceeding (WAD 464 of 2016). On 29 March 2018, Barker J had dismissed the application of Kulyamba Aboriginal Corporation RNTBC to be joined as a respondent party (*Eagles on behalf of the combined Thiin-Mah-Warriyangka, Tharrkari and Jiwarli People v State of Western Australia* [2018] FCA 442).[2] That application had been supported by an affidavit of Mr Lapthorne.

Immediately following the dismissal of Kulyamba Aboriginal Corporation RNTBC's application, Mr Lapthorne applied to be joined in his own name and affirmed a further affidavit in support of his interlocutory application dated 29 March 2018. Mr Lapthorne also relied on an affidavit of Paul Sheiner, principal of Roe Legal Services, which was affirmed 19 April 2018 and a further affidavit of Ms Forrest, a solicitor in the employment of Roe Legal Services, in support of his application.

Barker J determined the matter on the papers and dismissed the interlocutory application for the reasons that his Honour provided in in *Drury v Western Australia and Others* [2016] FCA 52 at [22]:

> Suffice to say, as I did in *Chubby on behalf of the Puutu Kunti Kurrama and Pinikura People v State of Western Australia* [2015] FCA 964, that I consider a dissentient group of persons who are currently members of a claimant group (or even members of an applicant) in a native title determination application, may, in rare circumstances, be joined under s 84(5) as a respondent. It is not necessary in the circumstances of this matter to determine whether a dissentient person of that nature can automatically become a party to such a proceeding under s 84(3)(a)(ii). It is difficult to imagine, however, that that provision is intended to provide a vehicle for any dissentient member of a relevant claim group to assert they are already a respondent party to a proceeding.

His Honour stated that whether or not the claim group description in this proceeding is the same as that in the Thudgari determination was not, in his view, a significantly material enough factor to justify joinder at this time and the application was dismissed.

[2] See What's New in Native Title - March 2018.

2. Legislation

There were no relevant current bills before the federal, state or territory Parliaments or relevant previous bills that received Royal assent or were passed or presented during the period 1-30 June 2018.

3. Native Title Determinations

In June 2018, the NNTT website listed 2 native title determinations.

Short Name (NNTT)	Case Name	Date (NNTT)	State	Outcome	Legal Process	Type	RNTBC/ PBC
Western Bundjalung People	Western Bundjalung People v Attorney General of New South Wales	27/06/2018	NSW	Native title exists in parts of the determination area	Consent	Claimant	Ngullingah Jugun Aboriginal Corporation
Henbury Pastoral Lease	Bruce Breadon & Ors on behalf of the Inteyere, Twenge, Ipmengkere, Murtikutjara, Aniltika and Nthareye landholding groups and Northern Territory of Australia	20/06/2018	NT	Native title exists in parts of the determination area	Consent	Claimant	Twenga Aboriginal Corporation

4. Registered Native Title Bodies Corporate & Prescribed Bodies Corporate

The Native Title Research Unit within AIATSIS maintains details about RNTBCs and PBCs in each state/territory including the RNTBC name, RNTBC type (agent or trustee) and relevant native title determination information. The statistics for RNTBCs as of 25 June 2018 can be found in the table below.

Information on RNTBCs and PBCs including training and support, news and events, research and publications and external links can be found at nativetitle.org.au. For a detailed summary of individual RNTBCs and PBCs see PBC Profiles.

Additional information about RNTBCs and PBCs can be accessed through hyperlinks to corporation information on the Office of the Registrar of Indigenous Corporations (ORIC) website; case law on the Austlii website; and native title determination information on the NNTT and ATNS websites.

State/Territory	RNTBCs	No. of successful (& conditional) claimant determinations for which RNTBC to be advised
Australian Capital Territory	0	0
New South Wales	6	0
Northern Territory	29	2
Queensland	84	5
South Australia	17	0
Tasmania	0	0
Victoria	4	0
Western Australia	46	3
NATIONAL TOTAL	**186**	**5**

Note some RNTBCs relate to more than one native title determination and some determinations result in more than one RNTBC. Where a RNTBC operates for more than one determination it is only counted once, as it is one organisation.

Source: http://www.nntt.gov.au/searchRegApps/NativeTitleClaims/Pages/default.aspx and Registered Determinations of Native Title and RNTBCs as at 25 June 2018.

5. Indigenous Land Use Agreements

In June 2018, 1 ILUA was registered with the National Native Title Tribunal.

Registration date	Name	Tribunal file no.	Type	State or Territory	Subject matter
18/06/2018	Birriliburu Sandalwood ILUA	WI2018/002	Body Corporate	WA	Co-management

For more information about ILUAs, see the NNTT website and the ATNS Database.

6. Future Act Determinations

In June 2018, 4 Future Act Determinations were handed down.

Date	Parties	Tribunal file no.	State or Territory	Determination	Reasons for the Determination
21/06/2018	Lorraine Belotti & Ors on behalf of Gnaala Karla Booja and Waste Stream Management Pty Ltd and Western Australia	WF2018/002	WA	Future Act - May be done	Mining lease M70/1337 is 0.0517 square kilometres in size & located approximately 31 kilometres south of Perth. The lease is located wholly within the native title claim of the Gnaala Karla Booja. A future act determination application in relation to the lease was made by Gnaala Karla Booja on 23 April 2018. Gnaala Karla Booja and the Waste Stream agreed that they reached agreement in relation to the grant of the lease. However, it had not been possible for the parties to fully execute an agreement of the kind mentioned under s 31(1)(b) NTA because two of the registered applicants comprising the native title party were deceased and had not been removed as registered applicants. In joint submissions each party agreed to, and supported a determination under s 38 NTA that M70/1337 may be granted to the Waste Stream without conditions. Member McNamara determined that the act may be done.
20/06/2018	Tjiwarl (Aboriginal Corporation) RNTBC and SA Exploration Pty Ltd and Western Australia	WO2017/0707	WA	Objection - Expedited Procedure Applies	This matter concerned a notice issued under section 29 of the Native Title Act to grant an exploration licence to SA Exploration Pty Limited in the Shire of Wiluna. The Tjiwarl (Aboriginal Corporation) RNTBC exercised its right to lodge an objection against the State's assertion that the expedited procedure applied to the grant of this licence. Member Shurven determined that the grant of E53/1296 to SA Exploration Pty Ltd was an act that attracted the expedited procedure.

Date	Parties	Tribunal file no.	State or Territory	Determination	Reasons for the Determination
19/06/2018	Raymond William Ashwin and others on behalf of Wutha and Diversity Resources Pty Ltd and Western Australia	WO2017/0166	WA	Objection - Dismissed	This matter concerned a notice issued under section 29 of the Native Title Act to grant an exploration licence to Diversity Resources. The Wutha claim group lodged an objection with the NNTT against the application of the expedited procedure to the grant of the licence. Member Shurven dismissed the objection application on the basis that the native title party failed to meet the Tribunal's order for the provision of evidence and failed to meet a further written request for evidence in support of the objection to the expedited procedure.
14/06/2018	Gangalidda and Garawa Native Title Aboriginal Corporation RNTBC and Proton Geoscience Pty Ltd and Queensland	QO2017/0054	Qld	Objection - Expedited Procedure Applies	This matter concerned a notice issued under section 29 of the Native Title Act to grant an exploration permit to Proton Geoscience Pty Ltd in the Burke Shire Council area. The Gangalidda and Garawa Native Title Aboriginal Corporation RNTBC lodged an application with the Tribunal objecting to the assertion that the expedited procedure applies to the grant. Member McNamara's determination was that the grant of exploration permit EPM 26517 to Proton Geoscience Pty Ltd was an act attracting the expedited procedure

7. Publications

Central Land Council

The May 2018 edition of Land Rights News, Australia's longest running Aboriginal newspaper is available by clicking here.

Northern Land Council

The *Barunga Agreement* dated 08 June 2018 is a Memorandum of Understanding to provide for the development of a framework for negotiating a Treaty with the First Nations of the Northern Territory of Australia. A full copy of the agreement is available for download by clicking here.

Lawbook Company of Australia

Australian Native Title Law

Australian Native Title Law (Second Edition) by Stephen Lloyd and Melissa Perry annotates the *Native Title Act 1993* (Cth) and analyses the common law principles applicable to native title. It explains the essential concepts and principles which underpin it, including relevant principles of constitutional, property and discrimination law, referencing a range of relevant authority and materials. The First Edition was published in 2004 and the Second Edition builds upon these foundations by bringing the Act up-to-date and providing detailed commentary on the more important of these amendments, in particular the *Native Title Amendment Act* 2007, the *Native Title Amendment* (Technical Amendments) Act 2007 and the *Native Title Amendment Act* 2009. The book now draws upon over 1,000 cases, including leading recent High Court decisions such as *Queensland v Congoo* (2015), Western Australia v Brown (2014), *Karpany v Dietman* (2013), and *Akiba v Commonwealth* (2013).

Yanunijarra Aboriginal Corporation

Ngurrara Rangers Cultural Awareness Book

Yanunijarra Aboriginal Corporation was established to manage approximately 77, 595 square kilometres of exclusive possession native title following the Ngurrara native title consent determination in 2007. YAC's new publication *Ngurrara Rangers Cultural Awareness Book* is available online here.

8. Training and Professional Development Opportunities

AIATSIS

Australian Aboriginal Studies

Australian Aboriginal Studies (AAS) is inviting papers for coming issues. AAS is a quality multidisciplinary journal that exemplifies the vision where the world's

Indigenous knowledge and cultures are recognised, respected and valued. Send your manuscript to the Editor by emailing aasjournal@aiatsis.gov.au.

For more information, visit the journal page of the AIATSIS website.

9. Events

Liquid Learning

Indigenous Women's Leadership Summit

The 7th Indigenous Women's Leadership Summit provides an essential platform for aspiring, existing and emerging leaders. The summit creates a forum to share stories, wisdom and a passion for leading with the body, heart, soul and spirit. Discussions will delve into how we combine our cultural roles with the responsibilities of the business world. We will also explore strategies to effectively put ourselves forward for workplace opportunities. The theme of the summit is 'Pioneering Pathways'.

Date: 28–31 August 2018

Location: Novotel, Sydney

More information is available here. To purchase tickets visit the Eventbrite page.

Australian Archaeological Association

2018 Conference

The Australian Archaeological Association (AAA) Annual Conference is a major event for archaeologists, members and non-members, to get together, present papers and posters or just find out about the latest archaeological discoveries. AAA has about 1000 members and the Annual Conference typically attracts about 400 to 500 delegates from Australia and overseas. It encourages a broad-cross section of the archaeological community to attend and reduce travelling costs for participants. The AAA 2018 conference is being jointly run by the New Zealand Archaeological Association (NZAA).

Date: 28 November – 1 December 2018

Location: Auckland, New Zealand The call for papers closes on 20 July.

For more information visit the AAA website.

The Healing Foundation

Healing our Spirit Worldwide, the Eight Gathering

The Healing Foundation will co-host an international Indigenous gathering in Sydney to address the following topics: Healing & Health; Land and Language; Learning, Education and Employment; Lore, Law and Justice and Our Future.

Date: 26-29 November 2018

Location: International Convention Centre, Sydney

For more information please visit the HOSW website by clicking here.

The World Indigenous Suicide Prevention Conference

The second World Indigenous Suicide Prevention Conference will be an international event that encourages Indigenous nations worldwide to gather and validate cultural norms and realities and look at how to reduce suicide and also provide solutions that work and promote the strength of Indigenous led suicide prevention programs.

Date: 20-21 November 2018

Location: Rendezvous Hotel, Perth

More information is available by clicking here.