ABlawg.ca

April 14, 2026

The Next Shoe Drops. The Northback (Grassy Mountain) Interests File an International Investment Law Claim Against Canada

By: Nigel Bankes and Kyla Tienhaara

Matter Commented On: Request for Arbitration, *Riversdale Resources Pty Ltd and Hancock Prospecting Pty Ltd v Canada*, December 16, 2024, and Notice of Intent to Submit a Claim, September 17, 2024

In December 2024, the Australian parent companies of Northback Holdings (Northback) filed a Request for Arbitration (RFA) with Canada under the terms of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP or Agreement) alleging breach of Canada's investment obligations under that Agreement. The claim follows the rejection of the Grassy Mountain coal project by a joint federal–provincial review panel and subsequent domestic litigation. The case is part of a broader trend of investor-state dispute settlement (ISDS) claims challenging environmental decision-making in resource projects.

The parent company of Northback is Riversdale Resources Pty Ltd, which in turn is owned by Hancock Prospecting Pty Ltd (together, the claimants), both of which are Australian companies and therefore protected by the CPTPP. The claim was preceded by a Notice of Intent to Submit a Claim (NOI) filed in September 2024. The CPTPP provides foreign investors access to international arbitration in a process known as ISDS. Investors are not required to exhaust domestic remedies (i.e. actions in the Alberta or federal courts) prior to launching an ISDS claim. A panel of three arbitrators—one chosen by the investor, one by the state and a third that is mutually agreed upon—typically decides the outcome of an ISDS case. Scholars have critiqued the process of ISDS, highlighting limited opportunities for participation of third parties and the fact that individuals can act as arbitrators in one case and counsel representing a claimant in another (referred to as "double hatting"). The potential for extremely large awards reaching into the hundreds of millions and even billions of dollars, based on speculation about lost future profits, also raises concerns about "regulatory chill"—the idea that governments will fail to regulate in the public interest when faced with the threat of a costly legal claim.

Notably, concerns about ISDS have led several countries, including Australia, to move away from the system in recent years. Australia's current Labor-led government opposes the inclusion of ISDS in new trade and investment agreements and is renegotiating some of its existing treaties to "remove or reform ISDS provisions". Australia has also negotiated CPTPP side letters with the UK and New Zealand that preclude ISDS cases with investors from those countries. Presumably, the Australian government also sought (or would have been open to) the negotiation of such a side

letter with Canada, but the Canadian government was unwilling. In other words, this claim brought by Riversdale and Hancock could have been avoided altogether.

The Dispute

The subject matter of this arbitration relates to the investments of the claimants in several coal properties in Crowsnest Pass area of southern Alberta which Northback's predecessor, Benga Mining, acquired in 2012 from Devon Energy and Consol Energy (RFA at para 31). The properties include the Bellevue property, the Adanac property, the Lynx Creek property and the Blairmore property. The Blairmore property includes a project known as the Grassy Mountain Project (GMP), a metallurgical coal project that was subject to an environmental assessment by a joint review panel (the JRP) of the provincial and federal governments. The JRP concluded in 2021 that the project was not in the public interest and accordingly it denied Benga's applications under the terms of the *Coal Conservation Act*, RSA 2000, c C-17 (*CCA*). In reaching that assessment, the JRP concluded *inter alia* that:

- the project is likely to result in significant adverse environmental effects on surface water quality (at para 3039), and
- the project is likely to have significant adverse environmental effects on westslope cutthroat trout [listed as threatened under both provincial and federal legislation] and their aquatic habitat. (at para 3041)

The JRP was also extremely critical of Benga/Northback's application material, noting that it systematically underestimated the negative environmental impacts of its project (at para 3038) and at the same time, systematically overestimated both its ability to mitigate those impacts and the positive economic benefits of the project (at para 3046). ABlawg has provided extensive commentary on the GMP and subsequent efforts by Benga and Northback to overturn the JRP and related reports and decisions: see here and here.

The discussion below will distinguish the claims made with respect to the Blairmore/GMP property and the claimants' other coal properties. The claimants seek compensation for the full value of the losses they claim to have suffered as a result of the measures for which Canada is responsible and in an amount that the claimants estimate to exceed $2 billion (RFA at para 111). The RFA does not apportion this estimation of losses as between the Blairmore/GMP property and the claimants' other properties. The NOI made even more extensive compensation claims ($7 billion) including claims associated with the creation of Castle Provincial Park. The RFA purports to reserve the right to renew some of the claims not pursued in the RFA (RFA at 12, note 25).

The RFA alleges that Canada has interfered with the coal investments of the claimants through the decision of the JRP panel, the subsequent judicial proceedings in Canadian courts, and the coal law and policy changes of the Government of Alberta between May 2020 and the filing of the RFA. ABlawg has also offered extensive commentary (see Coal Law and Policy ebook) on these law and policy changes as well as discussion of the efforts of some affected companies to bring compensation claims in Alberta courts, and, in some cases, the resulting out of court settlements. The claimants bring their ISDS claim against Canada rather than Alberta as Canada is a party to the CPTPP and thereby responsible, as a matter of international law, for the actions of government officials including officials of sub-units of the federation (i.e. Alberta). See CPTPP Article 9.2(2)

and the International Law Commission's, Draft Articles on State Responsibility (2001), especially Article 4 and related commentary. Similarly, the claim is brought by Riverdale and Hancock since they are the foreign investors. Northback can bring a claim for compensation in the domestic courts (and indeed Northback has filed at least two such statements of claim, SOC # 1, here and SOC # 2 here – the misfeasance claim), but, as an entity incorporated under Canadian law (the laws of British Columbia) it cannot bring a claim under the CPTPP against Canada. To put it another way, Northback itself is not a foreign investor.

The claimants have elected to file the RFA (see CPTPP Agreement, Article 9.19(4)) with the International Centre for the Settlement of Investment Disputes (ICSID) under the terms of the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (the ICSID Convention). The ICSID webpage routinely posts the originating documents for disputes filed with that organization, but in this case the available information is limited to the appointment of two of three necessary arbitrators. Much the same is true of the website maintained by Global Affairs Canada. In this case the originating documents (a Notice of Intent to Submit a RFA (September 17, 2024) and the RFA itself) have only become publicly available as a result of a federal access to information request submitted by one of the authors of this blog. Dr. Tienhaara made this material available to journalist Andrew Nikiforuk who took the news public in an article posted with The Tyee on March 20, 2026, some 15 months after the RFA was filed, and a full 18 months from the filing of the notice of intent. During this entire period there has been no public communication from either Alberta or Canada, other than the notice filed on the website of Global Affairs Canada and referenced above. Indeed, regardless of any relevant practice of either ICSID or Global Affairs Canada, the failure to disclose the terms of the Notice of Intent and RFA represents a clear breach of Canada's transparency obligations under Article 9.24 of the CPTPP to make these documents available to the public.

Claims that a host government (here Canada/Alberta) has unlawfully interfered with an investment are most commonly based on the terms of international investment treaties that protect investments made by nationals (including corporations) of another party to the treaty. Treaties may be bilateral (commonly known as bilateral investment treaties (or BITs), or, in the case of Canada, foreign investment promotion and protection agreements (FIPPAs)) or multilateral treaties. In some cases, and especially in the case of multilateral agreements, the agreements (treaties) take the form of combined investment and trade agreements (such as the North American Free Trade Agreement (NAFTA) and its successor the Canada, US, Mexico Agreement (CUSMA), although notably there are no ISDS provisions as between Canada and the US in CUSMA.) The CPTPP Agreement is an example of the latter form of multilateral trade and investment agreement. Canada does not have a bilateral investment agreement with Australia.

This is not the first resource-related ISDS case that has been launched against Canada. Others include Lone Pine (dealing with a moratorium on oil and gas activities under the St Lawrence River), two cases involving Mobil Resources and others (here and here dealing with performance obligations in the Newfoundland offshore, see ABlawg post here), several cases brought by Westmoreland Coal (here and here under different corporate identities, concerning compensation for the phase-out of coal power in Alberta), the Bilcon case (dealing with an environmental assessment of a proposed quarry project in Nova Scotia) and an ongoing dispute with Ruby River (over a rejected LNG project in Québec). All these cases (and a number of others) were

brought by American investors under NAFTA. When NAFTA was renegotiated and replaced with CUSMA, Minister Freeland noted that ISDS had "cost Canadian taxpayers more than $300 million in penalties and legal fees" and that the system "elevates the rights of corporations over those of sovereign governments." She further stated: "In removing it, we have strengthened our government's right to regulate in the public interest, to protect public health and the environment, for example." Despite these acknowledgements, the same government agreed to ISDS in the CPTPP and did not sign side letters to exclude it with willing countries such as Australia.

The CPTPP

Signed on March 8, 2018 the CPTPP entered into force for both Canada and Australia on December 30, 2018. Article 9 of the Agreement offers a series of protections to the "covered investments" of another state Party which term refers to investments "in existence as of the date of entry into force of this Agreement for those Parties or established, acquired, or expanded thereafter". These protections however do not extend to anything that might have happened before the CPTPP entered into force for a party. This may explain some of the differences between the NOI and the RFA. As noted above, some of the claimants' claims related to the creation of Castle Provincial Park. The province established that park in 2017, well before the CPTPP entered into force. A claim must be submitted not later than 42 months after "the date on which the claimant first acquired, or should have first acquired, knowledge of the breach alleged" (Article 9.21(1)).

In this case the claimants allege that Canada has breached four provisions of the CPTPP: (1) the national treatment (NT) standard (Article 9.4), (2) the most favoured nation (MFN) standard (Article 9.5), (3) the minimum standard of treatment (MST) (Article 9.6), and (4) the duty not expropriate a covered investment except for certain defined purposes and on payment of prompt, adequate and effective compensation.

The first two claims involve the argument that Canada (Alberta) has in some way treated the claimant foreign investors less favourably than either national (i.e. Canadian) investors, or the investors of another state with which Canada has an investment treaty. One of us (Bankes) has covered the ins and outs of Alberta coal law and policy since 2020, but considers that there is no credible evidence to support such discriminatory treatment of the claimants. Indeed, to the contrary, Canada (Alberta) seems to have bent over backwards to accommodate the claimants including the designation of the Grassy Mountain Project as an "advanced project" (and therefore not subject to what is referred to the RFA as a moratorium) even after it had been rejected by the joint review panel in 2021. Accordingly, in the absence of any credible evidence to support these two claims we will not examine them further. That said, we acknowledge that the claimants may extend their comparative net beyond the boundaries of Alberta in their consideration of the comparative treatment of coal mine approvals in other Canadian jurisdictions and perhaps to the environmental assessment of resource projects more generally (see RFA at para 102).

We now turn to examine each of the minimum standard of treatment (MST) claim and the expropriation claim. We will do so with respect to each of the two different categories of investment (or property) identified above: the GMP project or property, and (2) the claimants' other coal properties.

Before doing so, however, it is important to address one important condition that the claimants must meet as part of filing an RFA. This condition (Article 9.21(2)) requires the claimants to waive any right they might have "to initiate or continue before any court or administrative tribunal under the law of a Party, or any other dispute settlement procedures, any proceeding with respect to any measure alleged to constitute a breach" of the investment obligations under the CPTPP. While the RFA (at paras 132 – 133) represents that the claimants have executed and filed such a waiver, the actual waiver is not included in the publicly disclosed version of the RFA. Nevertheless, it seems likely that the waiver will closely track the actual language of the CPTPP Agreement and as such will likely be confined in two ways. First, it must be confined to claims of the claimants – and Northback, for the reasons already given above, is not a claimant, and second, the claims that are waived are claims of breaches of the CPTPP. As noted above, Northback has filed at least two statements of claim against Alberta. These claims allege breaches of domestic law, not breaches of the TPP Agreement. We are not aware of whether these claims have been withdrawn or not and as such we are not in a position to say whether the claimants consider that the filed waiver extends to the claims made by Northback in the domestic courts.

The Grassy Mountain Project and the Minimum Standard of Treatment

Unlike the NT or MFN standards, the MST, as its name implies, does not involve any comparative treatment of different categories of investments or investors, it is simply that, an international minimum standard of treatment described in Article 9.6(1) as "treatment in accordance with applicable customary international law principles, [for the treatment of aliens] including fair and equitable treatment and full protection and security." The CPTPP Agreement's version of the MST is a more narrowly drafted version of the standard than is found in some investment treaties. In addition, other language in Article 9.6(2) serves to caution a tribunal from giving the MST any broader substantive content beyond the applicable customary law rules as they might be proven to have evolved over time. That said, research indicates that arbitrators have a tendency to interpret "modern" (i.e. more carefully crafted) treaties similarly to old ones and there is ongoing disagreement about how much customary international law in this area has evolved over time.

Another clause in the MST provisions deserves mention in the present context - Article 9.6(2)(a) confirms that "fair and equitable treatment" "includes the obligation not to deny justice in criminal, civil or administrative adjudicatory proceedings in accordance with the principle of due process embodied in the principal legal systems of the world …". This is significant insofar as the claimants allege that the unsuccessful efforts of Northback to seek "permission to appeal the Provincial Decision, the Alberta Court of Appeal and Supreme Court of Canada [constituted a denial of] justice in accordance with the principle of due process embodied in principal legal systems of the world." (RFA at para 90)

Finally in terms of text, we note that paragraph 4 of Article 9.6 specifically clarifies that:

> For greater certainty, the mere fact that a Party takes or fails to take an action that may be inconsistent with an investor's expectations does not constitute a breach of this Article, even if there is loss or damage to the covered investment as a result.

This clarification is a response to numerous tribunal decisions suggesting that respect for investor expectations forms part of the MST (see, for example, *Tecmed v Mexico*, *RREEF*

Infrastructure v Spain). However, notwithstanding this clarification, we note that the claimants' RFA relies heavily on investor or legitimate expectations as the basis for its claims, albeit principally in the context of the alleged indefinite moratorium.

While the content of MST remans contested, it is clear that the onus to establish a breach lies with the claimant and that the claimant should need to show something quite exceptional or egregious in the conduct of the host state in order to be able to establish a breach. The tribunal in the *Glamis Gold Ltd v USA* put it this way:

> The fundamentals of the *Neer* standard [a 1926 Arbitral Award] thus still apply today: to violate the customary international law minimum standard of treatment … an act must be sufficiently egregious and shocking—a gross denial of justice, manifest arbitrariness, blatant unfairness, a complete lack of due process, evident discrimination, or a manifest lack of reasons—so as to fall below accepted international standards … The standard for finding a breach of the customary international law minimum standard of treatment therefore remains as stringent as it was under *Neer*; it is entirely possible, however that, as an international community, we may be shocked by State actions now that did not offend us previously. (*Glamis Gold* at para 616)

While the claimants may have their criticisms of the JRP decision and its reasoning, criticisms that Northback has repeatedly rehearsed in its unsuccessful domestic court proceedings, it seems unlikely that the claimants will be able to establish that the JRP process itself, or the subsequent judicial proceedings would lead a tribunal to conclude that these processes were manifestly inadequate or insufficient. An investment tribunal is not some sort of appellate court sitting in judgment on the merits of the decisions of the JRP, or the subsequent judicial review or appeal proceedings.

That said, there is at least one case—*Bilcon v Canada* (see ABlawg post here and a post by the late Meinhard Doelle here)—where the claimants successfully brought an MST claim under Article 1105 of NAFTA in respect of the decision of a joint review panel, largely on the basis that the JRP had applied a test ("community core values") that was not rooted in the relevant legislation. But that is not the case for the review of the GMP. The claimants may disagree with the JRP's findings, but they do not allege that the JRP applied a standard or standards that were not rooted in the relevant statutory regime. Instead, and as the following quotation from the NOA suggests, the claimants are effectively seeking to use international arbitration as a means to retry or appeal the merits of the JRP's decision:

> Among other things, the JRP wrongly found that the Project would cause significant adverse environmental effects that would purportedly outweigh positive economic impacts and that the Project was not in the public interest. (RFA at para 87)

While *Bilcon* may be distinguishable, the *Bilcon* Award also demonstrates the risks associated with ISDS proceedings, including the risks that a majority of the members of an ISDS tribunal may provide an investor with an overly broad interpretation of the MST.

Other claims made by the claimants (RFA at para 88) largely repeat claims already made by Northback in its efforts to seek permission to appeal the JRP decision in the domestic courts. These efforts were comprehensively rebuffed by Justice Ho in the Court of Appeal (and leave to appeal that decision also denied by the Supreme Court of Canada). The claimants' further

argument (RFA at para 90) that this judicial process was itself a breach of the MST seems completely spurious.

The claimants also rely on the so-called indefinite moratorium on further coal exploration and development while failing to acknowledge that the moratorium treats the GMP as an "advanced project" and as such was excepted from the moratorium. Hence, while the moratorium claim may have some purchase with respect to the non-Grassy properties of the claimants (see discussion below) it is of no direct relevance to the GMP.

There is however one bare allegation, that, if substantiated, may provide a basis for an MST claim. The claimants allege that "Alberta's officers and representatives improperly influenced and interfered with the JRP process, withheld material information, and caused the JRP to deny approval for the Grassy Mountain Project for wrongful and improper purposes …". (RFA at para 89) The only way to make sense of this allegation is that somehow, persons within the government of Alberta wrongfully persuaded panel members to refuse to approve the project. Northback's second statement of claim (referenced above as the misfeasance claim) does provide additional details with respect to these allegations but all these allegations are unproven.

In sum, the claimants' MST claims would appear weak unless they are able to substantiate the bare allegations of wrongful interference with JRP panel members. Nevertheless, apparently weak claims accompanied by a demand for significant compensation may still have a chilling effect on regulators working to protect the public interest.

The Grassy Mountain Project and the Claim of Expropriation

A proponent that that fails to convince the relevant regulator that its project meets the standards that domestic legislation establishes for the approval of a project is not ordinarily entitled to claim that the regulator's decision amounts to an expropriation under either domestic law or international law. At this point, the proponent has simply backed a bad project or perhaps failed to persuade the regulator that the benefits of the project outweigh the costs and anticipated adverse impacts. Project reviews are reviews of the merits of a project. They are not rubber-stamping approval processes. A proponent bears the risk of establishing the benefits of its project to the satisfaction of the regulator. Were it otherwise, the government would effectively become the insurer of bad projects for the benefit of the proponent. If government treats a proponent arbitrarily or capriciously in denying approval for a project, the investors international remedy is an MST claim, not an expropriation claim.

In this case, however, the claimants seek both remedies, alleging, inter alia that the JRP report and associated provincial decision "permanently foreclose" (at para 96) the GMP. But even if a bona fide rejection of a project by a regulator were to be considered an "indirect" expropriation by an arbitral tribunal, developments since the filing of the RFA significantly undercut the claimants' arguments of permanence. Northback itself voluntarily withdrew the first iteration of the GMP from the federal assessment process in December 2025, and has instead commenced a new application (GMP.2) that will, inter alia, draw on the results of additional exploratory drilling approved by the Alberta Energy Regulator in May 2025: see 2025 ABAER 006. In other words, there is no evidence here of "permanent foreclosure" at least with respect to the GMP.

In sum, we conclude that neither the law nor the facts support an expropriation claim in relation to the Grassy Mountain Project and property at this time.

The Claimants' Other Coal Properties and the Minimum Standard of Treatment

The MST claims with respect to the claimants' other coal properties largely focus on the changes and uncertainties in Alberta coal law and policy between 2020 and the filing of the RFA and culminating in Ministerial Order 002/2022 March 2, 2022. That Order (the moratorium order) suspended all coal exploration and development activities across all categories of coal lands until further notice with the exception of existing mines and advanced coal projects. The preamble to the moratorium order (which followed on the recommendations of a citizen engagement exercise led by the Coal Policy Committee) provided that coal activities would "remain suspended until such time as sufficient land use clarity has been provided through a planning activity." The moratorium was lifted on January 16, 2025 by Ministerial Order 003/2025, approximately one month after the filing of the RFA. The moratorium was therefore in place for approximately 34 months. In sum, one can fairly criticize the Government of Alberta for creating an uncertain investor environment for coal exploration and development in the province between 2020 and 2025 - opening up new areas of the province for coal exploration in May 2020, but then shutting things down for an extended period.

But the question for present purposes is whether the uncertainties thus created are sufficiently egregious as to amount to conduct that breaches the international minimum treatment standard. As noted above in the context of the GMP, the MST standard in the CPTPP Agreement is narrowly framed and falls far short of a guarantee of regulatory stability. Furthermore, Article 9.6(4) expressly discounts the relevance of investor expectations in establishing a breach of the MST. It is also unclear to what extent the moratorium actually affected the claimants' other coal properties.

In sum, it is difficult to imagine a successful MST claim with respect to the treatment of these properties based on the arguments provided in the RFA.

The Claimants' Other Coal Properties and Expropriation

Article 9.8(1) of the CPTPP states that

> 1. No Party shall expropriate or nationalise a covered investment either directly or indirectly through measures equivalent to expropriation or nationalisation (expropriation), except:
> (a) for a public purpose;
>
> (b) in a non-discriminatory manner;
>
> (c) on payment of prompt, adequate and effective compensation in accordance with paragraphs 2, 3 and 4; and
>
> (d) in accordance with due process of law. (footnotes omitted)

In addition, Annex 9-B expands on the concept of indirect expropriation. According to that text indirect expropriation involves

> … an action or series of actions by a Party [that] has an effect equivalent to direct expropriation without formal transfer of title or outright seizure.

> (a) The determination of whether an action or series of actions by a Party, in a specific fact situation, constitutes an indirect expropriation, requires a case-by-case, fact-based inquiry that considers, among other factors:
>
> > (i) the economic impact of the government action, although the fact that an action or series of actions by a Party has an adverse effect on the economic value of an investment, standing alone, does not establish that an indirect expropriation has occurred;
> >
> > (ii) the extent to which the government action interferes with distinct, reasonable investment-backed expectations; and
> >
> > (iii) the character of the government action.
>
> (b) Non-discriminatory regulatory actions by a Party that are designed and applied to protect legitimate public welfare objectives, such as public health, safety and the environment, do not constitute indirect expropriations, except in rare circumstances. (footnotes omitted)

In sum, it is possible that an extended moratorium may amount to an indirect expropriation for the purposes of Article 9.8 of the CPTPP. However, the Annex makes it clear that the analysis in such a case is highly contextualized and that it will be a rare circumstance in which a regulatory action designed to protect the environment can be so characterized. And in this case the moratorium on the claimants' other properties has been lifted and the official government stance is back to encouraging coal mining under the terms of the coal industry modernization initiative, an initiative that the government of Alberta announced a few short days (December 20, 2024) after the filing of the RFA.

Conclusions

Nobody should be surprised that Northback's Australian investors have taken advantage of the CPTPP to seek compensation for its failed Grassy Mountain project, Northback having exhausted its legal options to overturn the decision of the JRP in domestic courts. While we don't believe that the claimants have a strong case on the merits, perhaps that was not the principal purpose for filing the claim, especially when one looks at the timing of the filing of the NOI and RFA. Instead, the companies may have aimed to foster a climate of regulatory chill, a climate that favoured the lifting of the coal moratorium (a month after the RFA was filed) and a climate that favoured consideration of Northback's proposal for additional exploratory drilling on the Grassy Mountain property. In short, this claim is part of a broader campaign of intimidation and influence.

This kind of bullying is much easier to carry out if the public is unaware that it is happening. This is why it is particularly concerning that there has been so little information provided by the government about this case. Furthermore, given the facts identified by the JRP—that the Grassy Mountain project presents significant risks to water, fish, and therefore human health—it is completely inappropriate that impacted communities in Alberta will have very limited opportunities to intervene in the case if it proceeds.

The case raises the broader question of why Canada continues to agree to ISDS in trade and investment agreements, despite previous above-described acknowledgements by Liberal

governments that participation in the system is costly and impedes the right to regulate. This question is particularly pertinent in the context of the climate crisis and the need for countries to rapidly phase-out fossil fuels. European governments and the UK have withdrawn from the Energy Charter Treaty (ECT), an investment treaty that has generated more ISDS cases than any other, because it is incompatible with the Paris climate agreement and the EU Green Deal. Colombia has also recently announced that it will withdraw from investment agreements in the lead up to the Santa Marta conference on the transition away from fossil fuels, which identifies ISDS as an "legal barrier" to the transition that will be discussed by governments. Canada is sending a delegation to Santa Marta. We hope that the delegates will be open to a productive exchange on ISDS, in line with Prime Minister Carney's desire for a new global order that "embodies our values".

This post may be cited as: Nigel Bankes and Kyla Tienhaara, "The Next Shoe Drops. The Northback (Grassy Mountain) Interests File an International Investment Law Claim Against Canada" (14 April 2026), online: ABlawg, http://ablawg.ca/wp-content/uploads/2026/04/Blog_NB&KT_NorthbackRFA.pdf

To subscribe to ABlawg by email or RSS feed, please go to http://ablawg.ca

Follow us on Twitter @ABlawg