

enViron

UCD School of Law
Environmental Law Society

Vol. 9 No. 2
June 1985

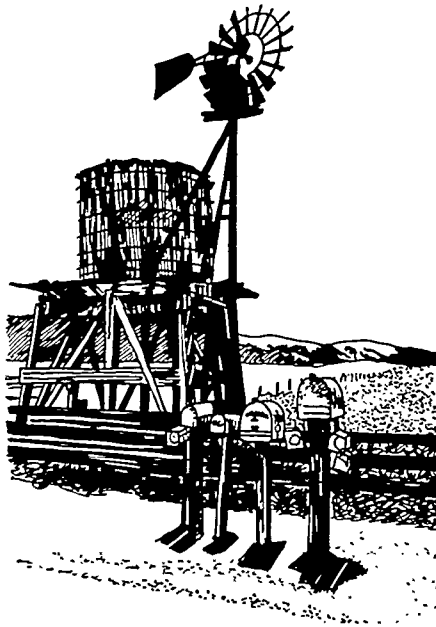
The "Hammer" Clause: Reclamation Reform Act of 1982

by Ray Huffaker

The Reclamation Reform Act of 1982 (RRA) removed, rebuilt, and replaced one of the cornerstones of the Reclamation Act of 1902 (RA), the acreage limitation on federal water subsidies. Reclamation Reform Act, 43 U.S.C. § 390aa, *et seq.* (1982). This reconstruction of the old act, shaking the foundations of 80 years of reclamation law, was motivated by (1) the intense public controversy over the discrepancy between the original broad social and economic goals of the RA and the actual implementation of the RA by the Bureau of Reclamation, and (2) the poor financial condition of some projects—in particular the Central Valley Project (CVP) in California, the largest of the Bureau's projects.

The implementation of the RRA has been encumbered by long term water delivery contracts made before enactment. The majority of significant existing federal water contracts will not expire until after the year 2000. Wary of breaking these existing contracts outright, Congress has inserted the RRA's controversial "hammer" clause (43 U.S.C. § 390cc(b)). S. Rep. No. 97-568, 97 Cong. 2d Sess. (Sept. 22, 1982). The purpose of the clause is to induce water districts with existing water contracts to amend their contracts to come under the restructured law of the RRA. On one hand irrigators in amending districts become eligible to receive subsidized water for up to 960 acres of owned or leased land, but must pay the "full-cost" for water (including the interest on the capital component) for lands in excess of 960 acres. On the other hand, districts not amending before mid-

1987 will only receive water under a restrictive version of the RA. Irrigators in these non-amending districts will receive subsidized water for up to 160 acres of owned or leased land. But they will be required to sell off land in excess of 160 acres and pay "full-cost" for water to any additional land that is leased to them.



Critics contend that this newly mandated restriction "hammers" districts into amending their water contracts before the contracts would otherwise expire.

In many reclamation areas the full-cost for water is probably considerably higher than the subsidized cost or rate. Thus farmers throughout the west, but mainly

in California, will have to pay substantially higher prices under the new law to irrigate their current holdings than they otherwise would under their existing contracts. This rise in production costs may force them to restructure their own operations. Accordingly, farmers who find it more profitable to remain under their existing contracts can be expected to push for repeal of the hammer clause.

Both the judicial and legislative avenues for repeal are founded on constitutional and policy arguments. Because of the lengthy complexity of these arguments, however, this article will not attempt to develop them. Rather it will try (1) to predict which landowners and tenants can be expected to fight for repeal and (2) to suggest the ways that amending contract holders may be able to use the Bureau's regulations to mitigate the impact of the restrictive leasing provisions of the RRA.

Who Will Work For Repeal of the Hammer Clause

Some landowners and tenants may elect to amend their contracts to come under the RRA; others may choose to remain under the RA and fight for repeal of the hammer clause. Their choice will depend upon which law they anticipate will benefit them most. Anticipated benefits will depend largely on the following factors:

1) *The effect of the RRA on economic rents expected by landowners and tenants.* Irrigators do *not* capture the

difference between the project water cost to the government and the subsidized cost they pay (subsidy), but rather they capture the difference between what the federal water is worth to them in production and what they pay to use it (economic rents). The distribution of economic rents among tenants and landowners depends upon the performance of farmland lease markets in transferring project benefits from tenants to the landowners. Determining the performance of regional farmland lease markets is an empirical task. A 1983 cooperative Bureau of Reclamation - UC Davis study of the Imperial Valley—a reclamation area with underpriced water, extensive leasing, and a wide distribution of tenants—

ture the bulk of the economic rents in leasing implies that lease prices paid to landowners may decrease almost proportionately with the reduction in economic rents caused by an increase in water prices to full-cost.

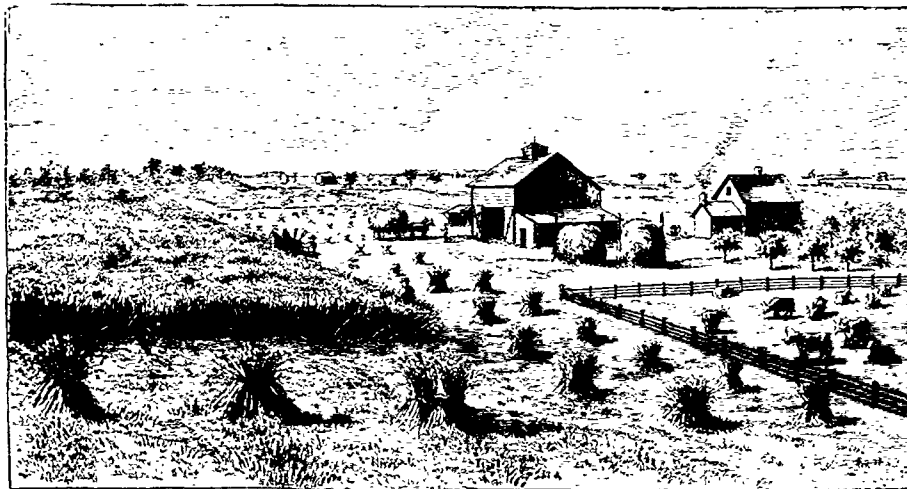
2) *The size of landowners and tenants in the relevant geographic lease market.* Bureau regulations now ensure that landowners and tenants will not misuse lease agreements to escape full-cost pricing. 46 Fed. Reg. 54,773, § 426.7 (1984). For instance, if a landowner rents out his land in excess of 960 acres to a tenant operating on less than 960 acres, the tenant will still pay the full-cost for water to the leased land. Also, without paying the full-cost for water, a tenant

is only more valuable to small landowners (with holdings under 960 acres), who accordingly will be willing to pay a higher price for it than large landowners (with holdings over 960 acres). Thus, in both land sales and leasing markets, small landowners may find their competitive position enhanced in comparison to large landowners. They may therefore support the hammer clause to try to compel their larger competitors to amend their contracts.

Suppose now that the above landowners are located in areas characterized by large tenants who exceed the 960 acre operating limitation. Economic rents and lease prices may be higher under the terms of existing contracts than they will be if full cost prices must be paid for water delivered to land leased to operators in excess of 960 acres as required under the RRA (factors #1 and 2). Landowners amid large tenants may thus prefer nonamended contracts, opting to push for the repeal of the hammer clause, which forces amendment.

Consider, finally, tenant preferences for reclamation law. Because of their expectation of subsidized irrigation costs under the RRA, tenants operating on less than 960 acres should generally be able to offer higher bids for lease agreements than tenants operating on more than 960 acres, except where economies of scale sufficiently favor the large operations. Thus, small tenants may find their competitive position enhanced under the new law in comparison to large tenants. These small tenants may therefore support the hammer clause to force the amendment of their larger competitors' contracts.

Tenants with less than 960 acres but who lease from large landowners must pay the full-cost of water. These tenants are likely to join their larger competitors in preferring the old law—especially if the hammer clause is repealed.



demonstrated that this area had lease markets capable of transferring the bulk of projects benefits to landowners. Gardner and Huffaker, *The Distribution of Economic Rents When Irrigated Farmland Is Leased: The Case of the Imperial Valley, California*, Bureau of Reclamation Technical Rep. (Nov. 1983). The Imperial Valley, however, has been exempt from acreage limitations for all but a very brief, recent period. Thus, the leasing agreements studied may not be fully representative of those in other reclamation areas fully subject to such limitations. For example, unlike operators subject to acreage limitations, Imperial Valley Operators have few incentives to engage in "sweetheart" arrangements. Under these arrangements, owner-operators comply with the RA by selling off land in excess of 160 acres, but only on the condition that the buyer lease-back the land on favorable terms.

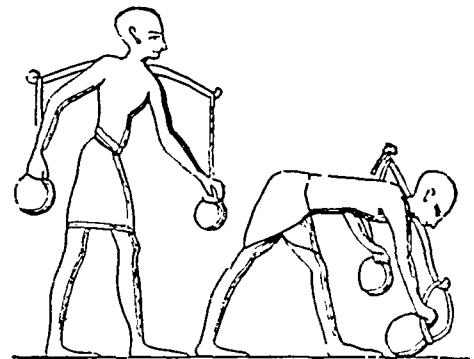
Despite the exclusion of acreage limitations on ownership and leasing, the Imperial Valley study is noteworthy because it offers evidence that a farmland leasing market can be competitive in a reclamation area characterized by large tenants. The study shows that project benefits were not disproportionately captured by the larger tenants in the area.

The finding that landowners may cap-

operating on more than 960 acres cannot irrigate land leased from a landowner with less than 960 acres.

3) *The farm size of an individual relative to the acreage limitations of each law.* Consider first the landowners who receive subsidized federal water but are not farm operators. Suppose they find themselves in lease markets characterized by tenants who do not exceed the 960 acre limitation of the RRA (no factor #2 problems). Suppose further these landowners have more than 960 acres that they lease. Under the RA they have to dispose of acreage exceeding 160 acres. Under the RRA they may own and lease out a total of 960 acres. Thus these landowners may prefer the RRA since they can lease out more land than under the RA.

Consider next landowners who have already complied with the 160 acreage limitation of the RA. Where reclamation law applies in the western United States, this situation is probably the most common. Under the new law these landowners can buy land within the district and offer leases that reflect their eligibility to receive subsidized water up to the 960 acre limit. Because this leased land will receive subsidized water, it can be leased for a higher price than other land receiving only full-cost water. But it

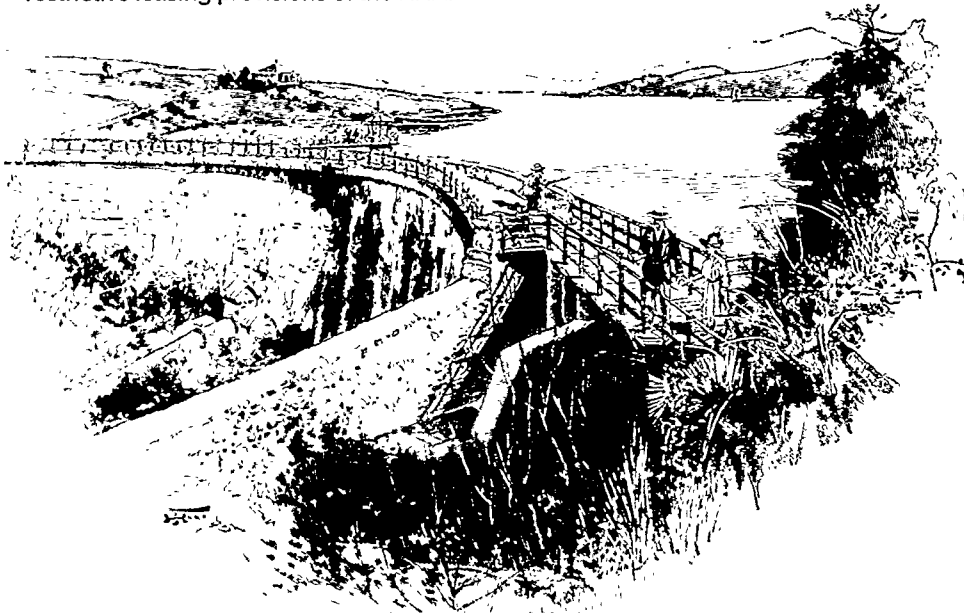


It should be noted that most tenants are also landowners who farm on whatever owned acreage is allowed under the relevant reclamation law. As owner-operators, they may profit from the expansion of owned acreage to receive subsidized water under the RRA, especially if their contracts are about to expire. For them,

the gain in wealth due to the expanded acreage provisions of the RRA may be greater than the loss in wealth due to the increased water rates under the hammer clause.

Mitigating the Impact of Amending Contracts

If attempts to repeal the hammer clause fail, irrigators of all sizes may have several means under the Bureau's new regulations to mitigate the impact of amending their contracts pursuant to the restrictive leasing provisions of the RRA.



The irrigators can enter into § 426.7(2) management or consulting agreements in lieu of conventional leases. 46 Fed. Reg. 54,773, § 426.7(2) (1984). These are lease agreements "in which the manager or consultant performs a service for the landowner for a fee but assumes no risk in the operation of the land ..." *Id.* Small landowners surrounded by large tenants, for example, may benefit more from management agreements than from conventional leases. The managed land is not counted against the manager's own entitlement and is thus eligible for subsidized water. Small landowners benefit from the increased rents resulting from lower water costs. However, these landowners face a greater production risk than under conventional leases: they must both pay managers a cash rate and soak up losses in bad years. Their willingness to do so depends on the difference between full-cost and subsidized water rates, and how the difference translates into increased rents.

Trusts are another vehicle to mitigate the restrictive leasing provisions of the RRA. The trust provides a worthwhile advantage because it is exempted from the full-cost pricing and ownership limitations of the RRA (42 U.S.C. § 390nn):

The ownership and full cost pricing limitations of this title and the ownership limitations provided in any other provision of Federal reclamation law shall not apply to lands in a district which are held by an individual or corporate trustee in a fiduciary capacity for a beneficiary or beneficiaries whose interests in the lands served do not exceed the ownership and pricing limitation imposed by Federal reclamation law, including this title.

The use of trusts to avoid the restrictive

provisions of the RRA has been anticipated. A respondent at the public hearings of the Bureau of Reclamation in the formulation of their regulations "suggest[ed] that the rules should not allow trusts to become the means by which the RRA can be circumvented." 43 C.F.R. § 426.6(b)(4). However, the Bureau has justified the rule by answering that it is a restatement of the conditions set forth in the RRA concerning trusts.

A farm operator may receive additional benefits by adjusting his current operation to a structure required by a trust. This will depend on whether the benefits of the framework of a trust are more advantageous than the benefits derived from the current farm size with its attendant tax and liability framework. Consider, for example, a sole proprietor of federal irrigated farm land which is significantly larger than the 960 acre limitation of the RRA. By placing his excess land in trust, the farmer does not have to put it under a recordable contract. Each remaining family member can become the beneficiary to 960 acres of excess land unless he or she has other interests in federally irrigated land.

The farmer-settlor can continue to control the operation of the former

excess land (and collect a salary) by a "declaration of trust," in which he declares himself trustee. A declaration of trust will generally be recognized if the settlor sufficiently manifests a desire to create a trust. This desire can generally be shown through (1) notice to a third person of the existence of the trust and (2) separate bookkeeping of each beneficiary's interest. Alternatively, an independent trustee can hire the farmer-settlor to operate the trust farmland as a manager-consultant.

Advantages of placing excess land in a trust, however, must be weighed against the disadvantages. The land can be lost if sold by beneficiaries or reached by their creditors. The land held in trust may be sold pursuant to a recordable contract, but in this case the farmer will receive the non-project value of the land. The danger of this loss may be mitigated if the farmer sets up some type of "constrained" trust such as a revocable trust (settlor retains power to revoke the trust), a spendthrift trust (beneficiaries cannot sell the trust res, and creditors cannot reach it for satisfaction of claims against beneficiaries), or a discretionary trust (trustee has discretion to withhold income so that beneficiaries do not have a right the creditors can reach).

Consider now the general farm partnership. Partnerships are limited to 960 acres of subsidized irrigation. Converting the partnership to a trust allows each partner-turned-beneficiary to hold a beneficial interest in 960 acres of subsidized, irrigable land. In addition, the trust provides liability advantages not attainable with a partnership. Under the law of general partnerships, each partner is subject to unlimited liability on all debts and liabilities of the partnership. The creditor of the beneficiary, on the other hand, can generally reach only the beneficiary's equitable interest in a trust.

If the trust seems an attractive alternative for the farm partnership, then it is doubly so for the corporate farm. Under the RRA, farm corporations with over 25 shareholders are limited to owning 640 acres, only 320 of which may be irrigated with subsidized water. Instead of putting excess land under a recordable contract and paying the full-cost for half of its owned land and all of its leased land, the corporation may be able to convert its holdings into a trust. The new trust would be capable of irrigating a tremendous number of acres of land at the subsidized rate since the RRA puts no limit on the aggregate size of the trust.

Farm corporations with over 25 shareholders also have the option of reducing the number of their shareholders to 25 or less. This reduction qualifies them to receive subsidized water for 960 acres instead of only 320, yet they retain their corporate tax and liability advantages.



Conclusion

Only small tenants and landowners who are not likely to be affected by the full-cost provisions of the RRA can benefit from the implementation of the hammer clause since its enforcement will compel their larger competitors to amend contracts and pay more for water. However, even small tenants and landowners

may be gravely hurt by the hammer clause if their regional lease market is characterized by either large landowners or tenants.

Notwithstanding RRA, the impact of the hammer clause may be mitigated. Irrigators may be able to amend their contracts without coming under the restrictive leasing provisions of the RRA by (1) using lease substitutes condoned

by Bureau regulations and (2) restructuring their business organizations to profit from more favorable treatment of other types of businesses recognized in the regulations.

Ray Huffaker is to graduate from the UC Davis School of Law in 1986. He also holds a Ph.D. in Agricultural Economics from UC Davis.

Bucket Brigade Blues: White Bass v. Rotenone

by Pat Mitchell

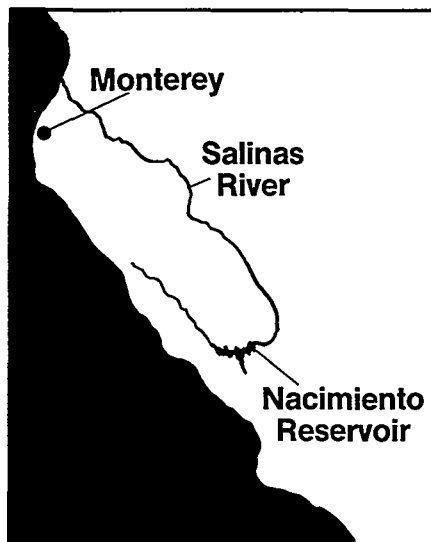
I. Introduction

In 1965 the California Department of Fish and Game (DFG) decided to enlarge the horizons of local fresh-water fishermen by experimentally introducing white bass into California waters. This fish, the delight of many anglers in other regions of the United States, quickly became the cherished prize of a few enterprising California fishermen, the "Bucket Brigade." Casting ecological fate to the wind, these outdoorsmen surreptitiously but unwittingly expanded the DFG experiment by removing the white bass from its limited habitat in Lake Nacimiento to other more convenient waters, where these voracious fish have now become a serious threat to native anadromous fish in the Sacramento and San Joaquin Rivers. To counter this threat, DFG is considering eradicating white bass by the application of the pesticide rotenone to the infested waters.

II. The Problem

Before introducing the white bass, DFG did express concern about the potential threat to native fish. It feared the white bass would compete with and diminish striped bass and native salmon and steelhead trout populations in the Sacramento Delta. To allay these fears, DFG limited the experimental introduc-

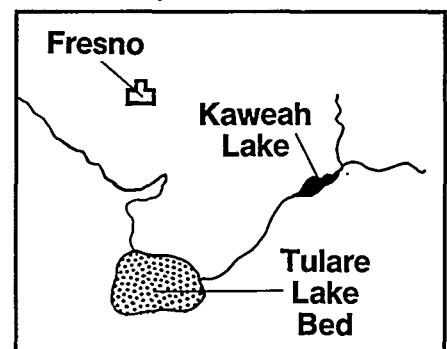
tion of white bass to Lake Nacimiento, where it believed these fish could be contained. As an added precaution, DFG chose Lake Nacimiento because it drains into the Salinas River, a watershed unconnected to the Delta. See Map #1.



MAP 1

But in 1965 DFG did not anticipate the ease with which modern fishing enthusiasts would be able to undermine the DFG safeguards. With the advent of live wells in modern fishing boats, bucket brigaders could keep their catch alive in these boat wells until they arrived home. These fish could then be released into a nearby lake:

in a few years, bingo, exciting sport fishing without the tiresome drive halfway across the state. DFG believes it is precisely this scenario that brought the white bass from Lake Nacimiento to Lake Kaweah, a tributary of Tulare Lake in Tulare County. See Map #2.



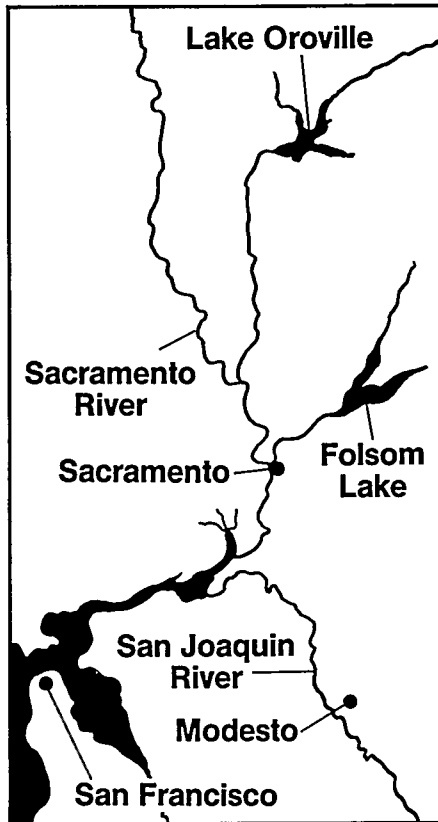
MAP 2

Under Section 6400 of the California Fish & Game Code, it is a misdemeanor to plant live fish into state waters without first obtaining written permission from DFG. It is also a misdemeanor to transplant live white bass without DFG written permission. Cal. Fish & Game Code §§ 6400 and 6400.5 (West Supp. 1985). Thus, if DFG suspicions are correct, bucket brigaders illegally planted white bass into Lake Kaweah. However, prosecution will be difficult because their identity remains unknown.

Lake Kaweah drains into a landlocked basin in Tulare County about 50 miles

south of Fresno. In 1982 and 1983, the Salyer-Boswell Company pumped this marshy basin dry to farm the land. In subsequent winters, however, heavy floods not only refilled the basin, creating shallow Tulare Lake, but also carried the white bass out of Lake Kaweah into Tulare Lake and surrounding irrigation canals. Undeterred, Salyer-Boswell resumed pumping water out of Tulare Lake into the San Joaquin River to reclaim the lake for farming. Through this conduit silently swam the white bass.

Because of this breach in the DFG containment policy, fishery biologists believe that the white bass can now migrate down the San Joaquin River into the Sacramento Delta. Once in the Delta white bass will compete with and reduce striped bass populations. In addition, these fish will swim upstream from the Delta and congregate in large numbers below dams. See Map #3. There they will



MAP 3

eat salmon and steelhead fry as the fry emerge from the spawning beds. In the worst case scenario, this white bass migration would reduce salmon and steelhead populations by 60%. See White Bass Management Program, Draft Environmental Impact Report, Summary, June 1984 [hereinafter cited as White Bass EIR]. Such reductions would result in major economic losses to Central Valley salmon fishing, a 32 to 42 million dollar industry. Declaration by Harold K. Chadwick, fishery biologist, Program Manager, Dept. of Fish and Game Bay Delta Studies Project.



III. DFG Solution

Initially, DFG applied the pesticide rotenone to kill the white bass that had been pumped into the San Joaquin River. DFG then began conducting hearings pursuant to the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000, *et seq.*, to find a permanent solution to the white bass problem. As an interim solution DFG erected twenty-two fish barriers to prevent the white bass from migrating towards the Delta. In the meantime, Salyer-Boswell has stopped pumping water out of Tulare Lake because federal subsidy programs now pay them not to farm the land underlying the lake.

Currently DFG is convinced the white bass must not be permitted to spread into the Delta. To prevent such an outcome, DFG is considering a plan to use rotenone to kill all the white bass in Lake Kaweah and is studying similar plans to eradicate all white bass in California.

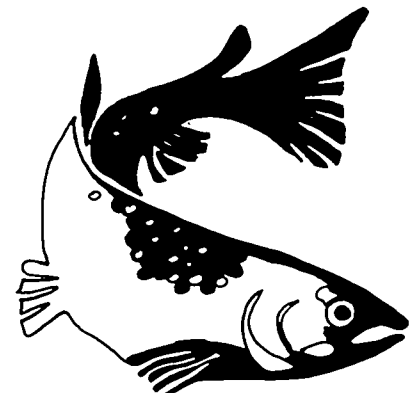
Rotenone is a low-level pesticide, deadly to fish but supposedly harmless to humans when administered in low concentrations. White Bass EIR, at 136. All fish are very sensitive to low levels of

rotenone. Consequently, if DFG proceeds with its plan, the rotenone will kill all the fish in the target area. *Id.* at 136. To mitigate this devastation DFG plans a massive restocking of Lake Kaweah in the event it is allowed to use rotenone. *Id.* at 145.

Numerous environmental groups and government agencies support DFG use of rotenone to eradicate the white bass: the Sierra Club; the National Marine Fisheries Service; the United States Fish and Wildlife Service; the United Anglers of California; the Department of Wildlife and Fisheries Biology, University of California, Davis.

IV. The Tulare County Challenge

During the CEQA process, the Agricultural Commissioner of Tulare County sued DFG, seeking a writ of mandamus

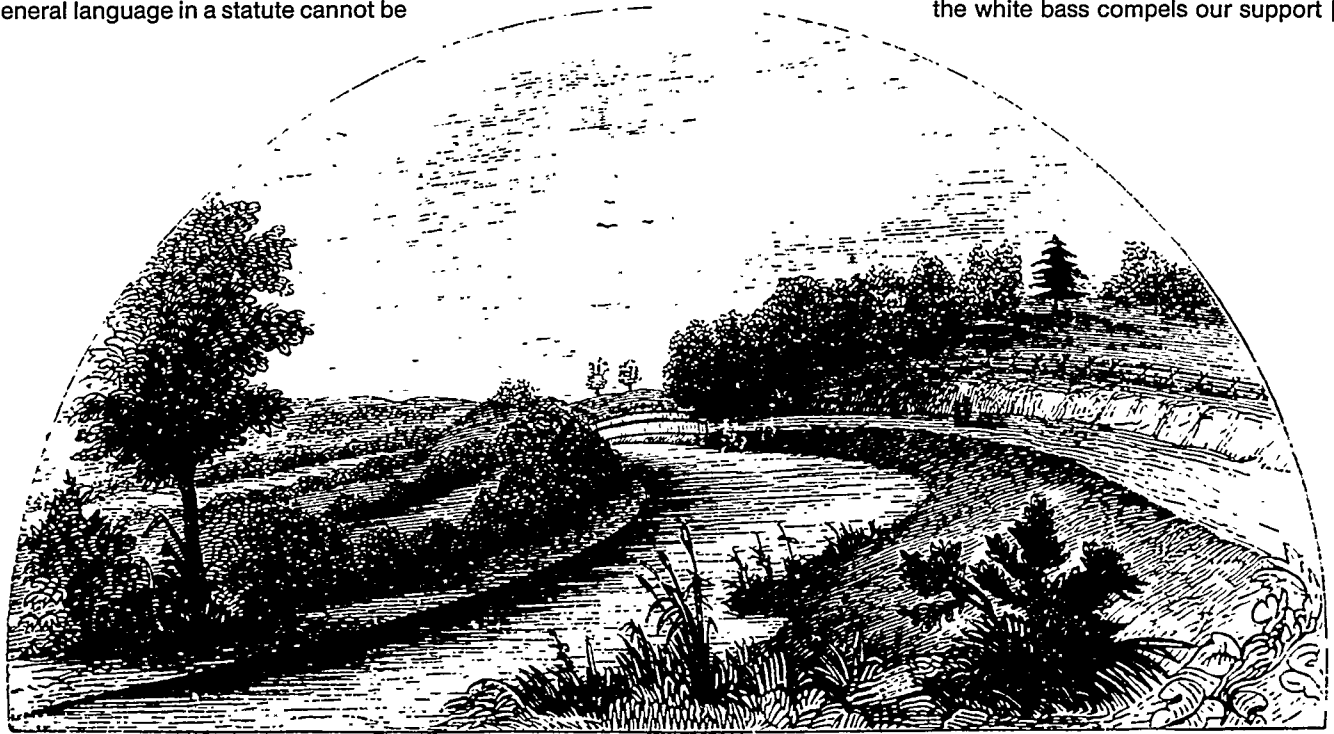


to require DFG to obtain consent of riparian property owners before applying rotenone to waters infested with white

bass. To support his request, the Commissioner cited California Administrative Code, § 6616, which states: "No person shall directly discharge a pesticide onto a property without the consent of the owner or operator of the property." DFG, however, contends that the word "person" cannot be construed to include the state, because that construction would deprive the state of its sovereign power to eradicate pests. *People v. Centr-O-Mart*, 34 Cal. 2d 702, 704, 214 P.2d 378 (1950) (general language in a statute cannot be

California? This fish's favorite sponsor, the bucket brigade, may have persuasive arguments on behalf of the bass, but this political action committee has yet to surface. On the other hand, organizations and institutions favoring eradication have put forth very cogent arguments. First, the white bass is a foreign species that should be sacrificed before it jeopardizes native fish such as the salmon and steelhead trout. Second,

It is hoped that the Court of Appeal will sympathize with the plight of the salmon, the steelhead trout, and the striped bass, all threatened by the release of the white bass. With regard to the use of rotenone, perhaps the reasoning of the Sierra Club will persuade the court: "[We] cannot be enthusiastic about supporting an eradication program dependent on the use of a toxic substance. However, in this particular instance, the seriousness of the threat to the Delta fisheries posed by the white bass compels our support [of



construed to impair the state's sovereign powers); *See also* 60 Op. Att'y Gen. , 364 (1977).

On October 5, 1984 the Superior Court of Tulare County issued a writ sought by the Commissioner. However, on November 30, 1984, the Office of the Attorney General, representing DFG, sought and obtained a writ of supersedeas to stay the lower court order pending full appeal. Both sides filed appellate briefs in February of 1985, and the outcome is now pending in the Fifth District Court of Appeals.

V. Conclusion

Should the white bass be eradicated in

without eradication the vitality of the valuable salmon industry may become emaciated. Third, merely containing the white bass would be ineffective because the bucket brigade would continue to transplant them if the bass remained in California. Accordingly, it seems that eradication is highly desirable.

But how should DFG eradicate white bass? There are alternative methods to the use of rotenone such as trapping, gill netting, and electrofishing. Yet these methods do not ensure total eradication because the white bass is prolific. Unless all white bass are destroyed, the survivors will repopulate and nullify the effect of the costly alternatives. Thus, rotenone seems to be the only effective tool.

the DFG white bass management program]."

One lesson is clear. Plans to introduce exotic fish species into California waters should never be carried out without first evaluating all possible future problems—including the unexpected, like the bucket brigade.

Pat Mitchell is to graduate from the UC Davis School of Law in 1986. He prepared this article while he was an intern for the National Resources Section of the Office of the Attorney General of the State of California.

"Federal Land Use Planning: Safeguard or Straightjacket?"

by Naomi Rosen

On February 15 and 16 in Provo, Utah, Brigham Young University School of Law hosted "Federal Land Use Planning: Safeguard or Straightjacket?" a confer-

ence to discuss planning for the use of federal lands. The conference attracted many leading legal scholars on public land law, who presented their wide range

of views to nearly 100 participants from across the nation, including representatives from all eleven contiguous western states. Of particular interest was the

overview presented by John Leshy, Professor of Law at Arizona State University. The following summarizes some of the main points in his presentation.

Planning for the public use of federal land began in 1879, when John Wesley Powell first advocated a scientifically planned approach to settling and developing the west in his *Report on the Lands of the Arid Region of the United States*. Gifford Pinchot articulated the next phase in the development of federal land use planning by stressing pragmatic concerns—science and efficiency.

The federal executive agencies took their cue from both Powell and Pinchot, and planned for federal land use long before Congress ever agreed to such activity. From the beginning, the Forest Service became known for its pioneering land use planning efforts. In addition the National Park Service and the Fish and Wildlife Service also developed their own sophisticated planning systems, even though they had little statutory guidance.

With the publication of the 1970 report of the Public Land Law Review Commission, Congress became enthusiastic about planning. However, when Congress passed the Federal Land Policy and Management Act of 1976, it in effect merely ratified the federal land agencies' well entrenched planning operations. Since then planning for federal lands seemingly has been elevated to the status of motherhood. Why has it become so popular?

First, planning has represented a rational, scientific, and orderly way in which to manage public resources. In our scientific and technological society, planning has "legitimise[d] and incredibleize[d]," lending stature to the traditional decisionmaking process. Second, it has enlarged policy-making horizons, promoting a "global view," and this view in turn has added vigor and breadth to the planning process itself. Third, with planning, Congress has been able to recapture some authority and power long since delegated to the federal executive agencies. Fourth, planning may have tended to democratize public land management by increasing constituent influence.

The factors contributing to the democratization of public land management and the increase in constituent influence have been interesting, diverse, and complex. The 1970's and 80's have witnessed decreasing national influence over federal lands. The Federalism movement has prompted a formal planning process that has encouraged both federal and local agency participation. Significantly, planning itself has also provided a method to reduce informal Congressional control of and pressure on executive agencies: the formal written process has replaced the informal process. Moreover, because planning can help in

avoiding difficult political decisions, it has been predictably popular with Congress. Difficult decisions have been passed along from the legislative to the administrative arena. Thus, planning has enlarged agency power, size, and influence and has sent the federal land agencies jockeying for power among themselves.

The process of the last fifteen years of increased federal planning has led to mixed results. The most significant results have been (1) the increase in state and local government planning, (2) the diffusion of power among federal agencies, Congress, and local government, and (3) the partial paralysis of the decision-making system of government. The sheer weight and volume of this planning activity have created both intense public interest and confusion. In its wake, the planning process has left many difficult and unanswered questions:

- 1) Can the federal agencies plan separately from each other? For example, must the Forest Service consult other agencies when it proposes geothermal leasing on federal land adjacent to National Parks?
- 2) How often must plan review and revision occur, how can plans be challenged, and just how will they be reviewed?
- 3) Has the planning process paralyzed the bureaucracy even more than usual by creating multiple levels of vetoes?
- 4) Is the entire planning process too expensive to justify the results? Are there less expensive ways to accomplish the same goals?
- 5) Has the process produced a useful

inventory of information about the public lands?

- 6) As a practical or legal matter, are the planning results on public lands binding? To what extent are the final plans implemented? For example, the planning process did not stop former Secretary of the Interior James Watt from trying to privatize federal mineral resources. In addition, Congress can simply withdraw federal land before the planning process ever starts.
- 7) Are planning goals too vague, varied, or inconsistent to achieve?
- 8) Should Congress just bypass the entire planning process and use its plenary power to do as it chooses?
- 9) Should the political bargaining that underlies the planning process be acknowledged and formally ratified? Is the next step formally negotiated planning?

Professor Leshy raised these questions and many others at the Provo conference. In closing, he called into question the viability of federal land use planning and quoted from the Dean of the University of Montana School of Forestry, who had characterized the planning process as a "stupefying mess." Leshy's remarks demonstrate that many experts now prescribe a health dose of skepticism before considering the future planning for the use of federal lands.

Naomi Rosen is to graduate from the UC Davis School of Law in 1986. She holds a Masters Degree in Public Health and is currently working as a legal intern for the Environmental Law Section of the Office of the Attorney General in Sacramento.



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Ray Huffaker
Pat Mitchell
Naomi Rosen

Faculty Advisor
Harrison C. Dunning

Environs, a non-partisan natural resources law newsletter, is published by the Environmental Law Society of the University of California, Davis School of Law.

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