

intoxicated person on the Reservation, and such purchaser, in consequence of such intoxication, thereafter injures the person or property of another whether within or without the Reservation, such seller shall pay just damages to the person injured, up to the amount of Twenty Five Thousand Dollars (\$25,000.00), or to persons injured in consequence of such intoxication up to an aggregate amount of Fifty Thousand Dollars (\$50,000.00), to be recovered in an action under this section, provided the aggrieved person or persons shall give written notice to such seller within 60 days of the occurrence of such injury to person or property of his or their intention to bring an action under this section. In computing such 60-day period, the time between the death or incapacity of any aggrieved person and the appointment of an executor, administrator, conservator or guardian of his estate shall be excluded, except that the time so excluded shall not exceed 120 days. Such notice shall specify the time, the date and the person to whom such sale was made, the name and address of the person injured or whose property was damaged, and the time, date and place where the injury to person or property occurred. No action under the provisions of this section shall be brought but within one year from the date of the act or omission complained of.

The Tribe hereby expressly waives its sovereign immunity from suits in the Tribal Court for actions brought pursuant to this section founded upon an action of the Tribe, a tribal enterprise or institution, or their agents, servants, or employees acting within the scope of their authority, and nothing herein shall be construed to waive the sovereign immunity of the Tribe to the extent that sovereign immunity would be applicable to such individual and such sovereign immunity is waived only for purposes of an action against the Tribe as specifically authorized pursuant to this section. Any action brought pursuant to this section shall name the backer as the party defendant, and there shall be no separate cause of action existing against an agent servant or employee of the Tribe, a tribal enterprise, or institution, when acting within the scope of their authority.

The Tribal Court is hereby authorized and shall have jurisdiction over all actions brought pursuant to this section.

Section 41. Penalties

Any person found by the Commission to have violated any provision of this Code for which a specified penalty is not imposed, shall, for each offense, be fined not more than One Thousand

Dollars (\$1,000.00) and may be referred to the State Department of Consumer Protection, Liquor Division.

Section 42. Recognition of State Permits and Licenses

The Commissioner may recognize a valid Connecticut State Liquor Permit as a Tribal Liquor Permit upon review of the permit and the application submitted to the State Department of Consumer Protection, Liquor Division, provided that the type of permit sought is one provided for in this Code.

[FR Doc. 01-28012 Filed 11-7-01; 8:45 am]

BILLING CODE 4310-02-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[CO-934-5700; COC59690, COC59692]

Notice of Proposed Reinstatement of Terminated Oil and Gas Leases

Pursuant to the provisions of 30 U.S.C. 188(d) and (e), and 43 CFR 3108.2-3(a) and (b)(1), a petition for reinstatement of oil and gas leases, COC59690 & COC59692, for lands in Moffat county, Colorado, were timely filed and were accompanied by all the required rentals accruing from the date of termination.

The lessee has agreed to the amended lease terms for rentals and royalties at rates of \$10.00 per acre, on fraction thereof, per year and 16 $\frac{2}{3}$ percent respectively.

The lessee has paid the required \$500 administrative fee and \$158 to reimburse the Department for the cost of this **Federal Register** notice. The lessee has met all the requirements for reinstatement of the lease as set out in Section 31 (d) and (e) of the Mineral Lands Leasing Act of 1920 (30 U.S.C. 188), and Bureau of Land Management is proposing to reinstate leases COC59690 & COC59692 effective September 1, 2000, subject to the original terms and conditions of the lease and the increased rental and royalty rates cited above.

Beverly A. Derringer,

Supervisory, Land Law Examiner, Oil and Gas Lease Management.

[FR Doc. 01-28097 Filed 11-7-01; 8:45 am]

BILLING CODE 4310-JB-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[NV-010-1430-01; N-60593]

Termination of Segregative Effect, Exchange N-60593; Nevada

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice.

SUMMARY: This action terminates the segregative effect of Exchange Proposal N-60593 initiated by Barrick Goldstrike Mines, Inc. and Ellison Ranching Company. The land will be opened to the operation of the public land laws, including location and entry under the mining laws.

EFFECTIVE DATE: December 10, 2001.

FOR FURTHER INFORMATION CONTACT: Helen Hankins, Elko Field Office, 3900 E. Idaho St., Elko, Nevada 89801, 775-753-0200.

SUPPLEMENTARY INFORMATION: On April 11, 1997, the land described below was segregated as to a proposed exchange with Barrick Goldstrike Mines, Inc. and Ellison Ranching Company. The exchange is no longer being pursued.

The segregative effect is hereby terminated for the following described land:

Mount Diablo Meridian, Nevada

- T. 40 N., R. 47 E.,
Sec. 1: lots 25, 27, 28.
- T. 40 N., R. 48 E.,
Sec. 6: lots 27, 28.
- T. 41 N., R. 48 E. (resurveyed township),
Sec. 1: lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 2: S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 3: lots 9-15 inclusive;
Sec. 4: lots 9-12 inclusive, S $\frac{1}{2}$;
Sec. 5: lots 7, 8, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
Sec. 6: lots 13-18 inclusive, lots 21-23 inclusive;
Sec. 7: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
Sec. 8: lots 1-16 inclusive; (All)
Sec. 9: lots 1-15 inclusive;
Sec. 10: lots 1-8 inclusive; (All)
Sec. 11: lots 1, 2;
Sec. 12: lots 1-10 inclusive, NE $\frac{1}{4}$;
Sec. 13: lots 1-28 inclusive; (All)
Sec. 14: SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 15: lots 1-8 inclusive; (All)
Sec. 16: lots 1-7 inclusive, NE $\frac{1}{4}$;
Sec. 17: lots 1-8 inclusive, S $\frac{1}{2}$; (All)
Sec. 18: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
Sec. 19: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
Sec. 20: All;
Sec. 21: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 22: lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;