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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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UNITED STATES *v.* NAVAJO NATION

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

No. 07–1410. Argued February 23, 2009—Decided April 6, 2009

The Navajo Nation has long sought damages under the Indian Tucker Act (ITA) for an asserted breach of fiduciary duty by the Secretary of the Interior in connection with his failure promptly to approve a royalty rate increase under a coal lease (Lease 8580) the Tribe executed in 1964. Six years ago, this Court held that "the Tribe's claim for compensation . . . fails." *United States* v. *Navajo Nation*, 537 U. S. 488, 493 *(Navajo I).* The Court explained that in order to invoke the ITA and thereby bypass federal sovereign immunity, a tribe "must identify a substantive source of law that establishes specific fiduciary or other duties, and allege that the Government has failed faithfully to perform those duties." *Id.*, at 506. Holding that such duties were not imposed by the Indian Mineral Leasing Act of 1938 (IMLA), by the Indian Mineral Development Act of 1982 (IMDA), or by 25 U. S. C. §399, the Court reversed a judgment for the Tribe and remanded. The Court of Federal Claims then dismissed the Tribe's claim, but the Federal Circuit reversed, finding violations of duties imposed by the Navajo-Hopi Rehabilitation Act of 1950, 25 U. S. C. §§635(a), 638, and the Surface Mining Control and Reclamation Act of 1977, 30 U. S. C. §1300(e), as well as common-law duties arising from the Government's "comprehensive control" over tribal coal.

Held: The Tribe's claim for compensation fails. None of the sources of law cited by the Federal Circuit and relied upon by the Tribe provides any more sound a basis for its lawsuit than those analyzed in *Navajo I.* Pp. 8–14.

(a) *Navajo I* did not definitively terminate the Tribe's claim. Because the Court in that case did not analyze statutes other than the IMLA, the IMDA, and §399, it is conceivable, albeit unlikely, that another relevant statute might have provided a basis for the suit. How-

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ever, *Navajo I*'s reasoning—particularly its instruction to "train on specific rights-creating or duty-imposing statutory or regulatory prescriptions," 537 U. S., at 506—left no room for that result based on the sources of law relied on below. P. 8.

(b) Lease 8580 was not issued under §635(a), so the Tribe cannot invoke that law as a source of money-mandating duties. Section 635(a) authorizes leases only for terms of up to 25 years, renewable for up to another 25 years. In contrast, the IMLA allows "terms not to exceed ten years and as long thereafter as minerals are produced in paying quantities." §396a. Mirroring the latter language, Lease 8580's indefinite term strongly suggests that it was negotiated and approved under the IMLA. This conclusion is not refuted by §635(a)'s saving clause or by testimony that coal leasing was a centerpiece of the Rehabilitation Act's program. Pp. 8–11.

(c) Also unavailing is the argument that the Secretary violated §638's requirement that he follow the Tribe's recommendations in administering the "program authorized by this subchapter." The word "program" refers back to §631, which directs the Secretary to undertake "a program of basic improvements for the conservation and development of the [Tribe's] resources" and lists various projects to be included in the program. The statute certainly does not require the Secretary to follow recommendations of the Tribe as to royalty rates under coal leases executed pursuant to another Act. Pp. 11–12.

(d) Title 30 U. S. C. §1300(e) is irrelevant. That provision applies only "[w]ith respect to leases issued after" the statute was enacted in 1977. Lease 8580 was issued in 1964; §1300(e) is therefore inapplicable. Pp. 12–13.

(e) The Government's "comprehensive control" over Indian coal, alone, does not create enforceable fiduciary duties. The ITA limits cognizable claims to those arising under, *inter alia,* "the . . . laws . . . of the United States," 28 U. S. C. §1505, and *Navajo I* reiterated that the analysis must begin with "specific rights-creating or duty-imposing statutory or regulatory prescriptions," 537 U. S., at 506. If a statute or regulation imposes a trust relationship, then common-law principles are relevant in determining whether damages are available for breach of the duty, but the Tribe cannot identify a specific, applicable, trust-creating statute or regulation that the Government violated, so trust principles do not come into play here. Pp. 13–14.

501 F. 3d 1327, reversed and remanded.

SCALIA, J., delivered the opinion for a unanimous Court. SOUTER, J., filed a concurring opinion, in which STEVENS, J., joined.