SIX NATIONS COUNCIL

P.O. BOX 5000 OHSWEKEN, ONTARIO CANADA N0A 1M0

Office: (519) 445-2201
Public Works: 445-4242
Research: 445-2053
Welfare: 445-2084
Fax: (519) 445-4208
Economic Development: 445-0093
Housing: 445-2235

SIX NATIONS OF THE GRAND RIVER

OUTSTANDING FINANCIAL AND LAND ISSUES

SIX NATIONS LAND CLAIMS RESEARCH OFFICE

FEBRUARY 1996

Six Nations of the Grand River

Outstanding Financial and Land Issues

THE FEDERAL CLAIMS PROCESS

In July 1974 the Office of Native Claims was created and located within the Department of Indian Affairs and Northern Development to review claims and represent the Crown in Right of Canada in claims assessment and negotiation with Native Groups.

In doing so, Canada established two land claims policies to address Native Claims. "In all Fairness" was established in 1981 as a Comprehensive Claims Policy to deal with the issues of "ABORIGINAL TITLE."

In 1982 the other claims Policy "Outstanding Business" was created as Canada's Specific Claims Policy to address the many illegal acts and injustices attributable to the Crown in Right of Canada and its Agents. These breaches are based on:

i) The non-fulfilment of a treaty or agreement between Indians and the Crown;

ii) A breach of an obligation arising out of the Indian Act or other statutes pertaining to Indians and regulations thereunder;

iii) A breach of an obligation arising out of Government Administration of Indian funds or other assets;

iv) An illegal disposition of Indian land;

v) Failure to provide (proper) compensation for reserve lands taken or damaged by the Federal Government or any of its agencies under authority;

vi) Fraud in connection with the acquisition or disposition of Indian reserve land by employees or agents of the Federal Government, in cases where the fraud can be clearly demonstrated.

Since their inception, the two policies have had minor changes made. The Comprehensive Claims Policy was viewed slightly differently as a result of the Coolican Commission Review in 1986. In reaction to the 1990 Oka crisis, the Specific Claims Policy was likewise amended to include pre-confederation claims and a so-called "fast track" process was created to settle claims under $500,000.00. Likewise, the Minister of Indian Affairs could settle claims for under $7 Million without Treasury Board authority. However, claim settlements must be maintained within the $30,000,000/year claims budget for all across Canada. To complement what Canada perceives to be a commitment to claims resolution, Canada arbitrarily established the Indian Claims Commission in 1991 as another forum to inquire into specific claims that have been rejected by Canada on the basis that they are

not valid claims in accordance with the Specific Claims Policy. However, even the recommendations made by the Indian Claims Commission cannot compel the federal government to take any action.

Since the inception of the Office of Native Claims, hundreds of claims have been submitted to the government for review but only a small percentage have been settled through negotiations or resolved by courts. With over 600 specific claims presently filed against Canada and the potential for many, many more, it is apparent that the current process is unable to cope with the task of resolving all specific claims within a time reasonable to First Nations.

THE INADEQUACY OF THE FEDERAL CLAIMS POLICY AND PROCESS

The following is an amalgamated summary of the criticisms by First Nations of the existing Federal Claims Policy and Process:

Burden of Proof

The first flaw in the Federal Land Claims Policy is the very name itself - "Land Claims". In fact the term **"Land Claim"** is itself both **a misleading title** and an insult to First Nations. If there is any doubt as to ownership, the benefit of the doubt must go to the original owners - the First Nations. Why should we have to claim our own lands? The **burden of proof** of legal title or interest in First Nations lands must rest with Canada.

Extinguishment and Arbitrary Categories

The Policy is based on the **false** assumption that First Nations' titles to their lands were extinguished by treaties. This is clearly wrong and must be corrected. First Nations are not prepared to extinguish any of their rights in their traditional territories for any amount, let alone for amounts of a few thousand dollars in compensation. Canada and First Nations must work together to agree on a standard for legal certainty.

It is also based on this false assumption that the Policy creates an arbitrary distinction between comprehensive claims and specific claims. All issues available for negotiation under the Comprehensive Claims Policy, including *Self Government* should also be available for negotiation in the Specific Claims forum. This distinction has also operated to deny many claims (Rights Assertions) by First Nations in Ontario. In their view the underlying title has not been surrendered or dealt with and should be dealt with on the same basis as comprehensive claims.

Limited Scope of Negotiations - Inequality of Parties

Another false assumption is that our sovereignty and inherent right to self government was somehow lost through treaties. As a result, the Policy does not provide a forum for First Nations to negotiate on a government to government basis, as full and equal parties. The **full range** of First Nations treaty and aboriginal **rights** issues would include self government and self-determination, land, water and resource issues, and fiscal and revenue sharing issues as determined by each First Nation.

The Claims Policy **ignores** the very instruments whereby the federal government claims to have obtained title to our lands and resources - **the Treaties**. If there is any doubt as to the title or ownership to land, it is the treaties which must be re-opened or amended to correct past injustices.

Unilateral Development of the Process

The Federal Claims Policy was developed unilaterally and without substantive consultation or consent of the First Nations. This situation cannot continue. Any future process must be jointly agreed to and formulated with the First Nations.

Conflict of Interest

The process is not based on standards of *fairness and equity*. The federal government acts as defendant, judge, and jury which puts it into a *conflict of interest* situation. The Deputy Minister of Indian Affairs who makes the funding decision also decides the validity and settlement value of any claim. This conflict is all the more evident because of the fiduciary role and responsibility that the Crown has to protect the interests of the First Nations. It is simply against all the rules of natural justice that *one of the parties* to a dispute is allowed to control and decide the outcome of the process.

Limited Alternatives and Technical Defenses

First Nations have **only one process - specific claims** - by which they can address their rights and grievances. They can ask the Specific Claims Commission to rule on questions of validity and compensation once their position has been rejected by the federal government; however, the Claims Commission can only make recommendations to the very government who committed the injustice.

The only other alternative is litigation in the Canadian courts of law, which is really no alternative. Canadian courts of law are highly adversarial and base its decisions on precedents which in many cases did not involve First Nations. Canadian courts do not

understand aboriginal concepts of law and are expensive in terms of time, money and people. First Nations have limited resources and are not allowed to use their claims funding for court cases.

Courts have also shown an inability to deal with the larger social, cultural and political issues often raised by First Nations in land rights negotiations. Courts have great difficulty in recognizing the special attachment and value that the land holds for First Nations. Courts' processes also isolate First Nations from the process by which they are seeking justice. And finally, Canadian courts are still, after all, the courts of one of the parties in the dispute.

If First Nations go to court, Canada has stated that it will use **technical and time limitation defenses** in spite of the fact that First Nations could not legally pursue land claims until as recently as 1951. The Ontario Provincial government has recently introduced legislation which would impose severe time and technical limitations on First Nations land rights assertions (claims).

Standards of Validity - "Lawful Obligation"

The criteria for determining **validity** of land rights assertions (claims) is based on a totally arbitrary, self serving and undefined policy of **"lawful obligation" which dates back to Canada's 1969 White Paper Policy**. Much has changed since that time in the recognition of First Nations legal rights, yet Canada clings to this outdated concept. Aboriginal title has been recognized. Aboriginal and Treaty Rights are protected in the Constitution of Canada. The Supreme Court has recognized a fiduciary trust obligation on the part of the federal government and the inherent right of self government is supposed to be the Federal Policy of the day. It is time for Canada to update its validity standard based on contemporary aboriginal law and government policy.

Lawful obligation has come to mean in practice that a First Nations land rights assertion (claim) is valid only if, in the opinion of a Department of Justice lawyer, the Crown would lose the case in court. This standard is simply meant to minimize government liability and is not based on standards of natural justice. It automatically blocks First Nations from seeking redress for breaches of the promises and obligations contained in treaties such as guarantees of hunting, fishing, trapping and gathering rights. It also ignores the implementation of the spirit and intent of treaties as understood by First Nations and protected in the Constitution of Canada.

Rules of Evidence

First Nations have unique traditions of recording history which are equally valid and

precise as the written history used in courts. First Nations' recording of history included the use of customs such as wampum belts and strings, traditional teachings and first hand accounts passed on orally and personally from generation to generation. First Nations must be allowed to use their traditional methods of recording historical events to support and prove a valid land rights assertion (claim).

Disclosure

First Nations are expected to present the legal basis for a claim. However, there is no such reciprocal duty on the part of the Crown. The legal opinions that are provided by the Department of Justice, which form the basis for the rejection of a claim, are not even shared with the First Nation once the claim is rejected. The validity of a claim is determined in secrecy. This is simply against the rules of natural justice and cannot be tolerated.

Political Interference

Once a claim is recommended for acceptance as valid it is sent to the Minister of Indian Affairs for approval. This constitutes direct political interference. In a court of law politicians are fired when they try to influence judges. Why should the standard of non-interference be any less for First Nations?

Funding for Claimants

First Nations have very limited access to other financial resources to develop and present their land rights assertions. Funding is currently provided to First Nations by the federal government in the form of a loan once First Nations claims are accepted for negotiation. The level of financial support is totally determined by the federal government. The amount of funding made available to First Nations can dramatically affect the quality of the claim put forward. The federal role of determining funding levels again represents a major conflict of interest. If the federal government wants a claim to *go away,* all they have to do is simply stop funding it. First Nations cannot compete with the massive resources available to the federal government to disprove a claim.

Inconsistent and Arbitrary Policy Application

The Claims Policy is applied in an inconsistent and highly arbitrary manner depending far too much on the Senior Bureaucrat or Justice Advisor assigned to the claim. The policy and process is entirely controlled by federal bureaucrats who often lack authority to conclude settlements and bind the Crown. These individuals can make or break a claim. In several cases federal negotiators have agreed to a settlement only to return weeks later

and rescind their agreement. The Department of Justice wears too many hats, as lawyers, advisors, facilitators or negotiators, which create barriers to the efficiency and fairness of the process.

Slowness of the Process

The entire process is unreasonably slow. At any stage of the process the First Nations' claims can be put on hold for years often without valid explanations or reasons. Once a claim is accepted for negotiation, which can often take several years, there are often further delays in negotiations for compensation. In some cases it takes just over the 7 year Statute of Limitations period to validate a claim.

Compensation Criteria

The claims process uses arbitrary standards such as **"degree of doubt", "discounting" and "special value to the owner"**. If in the opinion of the Crown negotiators there is a degree of doubt as to the status of the land, the compensation offered will be reduced. The compensation offered will also be lowered based on the Justice lawyers' opinions of the chances of success had the claim gone to court. Finally no additional compensation will be offered based on the special value of the land to the owner. This automatically rules out all First Nations lands and resources because of the special relationship that First Nations have with the land and the special value it holds for them collectively.

The Policy recognizes that compensation can be offered based on **loss of use** of the land. It is simply impossible to put a dollar value on the significance that land holds for First Nations. It is an inherent part of who they were and who they will become. This standard shifts the burden of proof on First Nations for how the land would likely have been used. This is an unreasonable burden asking First Nations to predict *historical might-have-beens*. One thing is certain however: First Nations management of their traditional lands would have resulted in far less destruction of the environment in the development of these lands. There must be a way of evaluating the value of the destruction to First Nations lands and resources that could have been avoided had First Nations continued to exercise their stewardship over First Nations lands and resources.

Environmental Reclamation

The cost of environmental reclamation of traditional First Nations lands and resources is making settlements insurmountable. First Nations lands which are returned as part of a settlement must be returned as much as possible to their original pristine state. All costs to accomplish this must be assumed by the federal and provincial governments.

Interim Measures

Currently there is nothing stopping the federal or provincial governments from disposing of, selling, degrading or destroying the First Nations lands or resources which are the object or subject of the process.

THE GOVERNMENT OF THE PROVINCE OF ONTARIO

As a result of a decade of negotiations chaired by the Indian Commission of Ontario, a Tri-partite agreement was reached being "An Act to provide for the implementation of an agreement respecting Indian Lands in Ontario" (Federal Bill C-73, July 15, 1988) and "An Act to confirm a certain Agreement between the Governments of Canada and Ontario" (Provincial Bill 200, Royal Asset, June 20, 1989). This Agreement has been confirmed as the 1986 Indian Lands Agreement being an agreement to amend the 1924 Indian Lands Agreement.

In layman's language, the 1986 Indian Lands Agreement is merely enabling legislation to allow Ontario, Canada and any band or group of bands to enter into specific agreements respecting matters or questions relating to lands or natural resources, including any of the following:

(a) any matter dealt with in the 1924 Agreement;

(b) administration and control;

(c) the exercise, allocation or transfer or disposal of any interests in lands or natural resources;

(d) minerals, mineral rights and royalties, and the disposition or taxation of any of them;

(e) hydro powers;

(f) disposition of lands or natural resources;

(g) consequences of extinction or enfranchisement of a band;

(h) disposition of any monies;

(i) the non-applicability of any provision or provisions of the 1924 Agreement;

(j) any other provision required for the implementation of a specific agreement.

With the enabling legislation in place, negotiations were commenced to address compensation for 30 parcels of unsold surrendered Six Nations lands, totalling 328.4955 acres. On November 3, 1994, the terms of a formal agreement were near completion with the appraisal value of $1,950,000.00 for the 30 parcels agreed upon.

With the break-down in negotiations with the federal government for compensation for the flooding by the Welland Canal Company claim and upon Canada's advice to pursue litigation as an option, Six Nations gave Notice under the "Proceedings Against the Crown Act" on December 23, 1994, that litigation had commenced against the Crown in Right of Canada and the Crown in Right of Ontario.

At that point, Canada and Ontario advised that negotiations to resolve the 30 parcels of unsold surrendered Six Nations lands could not proceed, even on a "without prejudice" basis.

It appears that resolution to this matter was unnecessarily merged with the litigation seeking a full accounting of Six Nations lands and monies by the Crown in Right of Canada and the Crown in Right of Ontario.

In the meantime, with the provincial and municipal governments' tax and land base, economic development and populace having benefited and continuing to benefit from past unresolved land transactions, the province must be far more active to address Six Nations' concerns in all of the land claim areas until settlements can be reached.

SIX NATIONS LAND CLAIMS RESEARCH OFFICE

The Six Nations Land Claims Research Office was formally established at the same time as the creation of the Office of Native Claims in 1974. The mandate of the Six Nations Land Claims Research Office is to investigate and report to the Six Nations Council on the Crown's management of Six Nations lands and monies. This involved researching into the ancestral lands, territorial lands and lands as deeded to the Six Nations by the Haldimand Proclamation of October 25, 1784 to determine why Six Nations' lands today comprises less than 4.8 percent of what should have been our original holdings.

In the claims of Six Nations for breach by the Crown, there are four main points under investigation:

I) Were the terms of the October 25, 1784 Haldimand Proclamation and other treaties fulfilled and honoured;

II) Were the alienation of portions of the Six Nations tract undertaken lawfully;

III) Were the terms and conditions of the alienations fulfilled;

IV) Were the financial assets derived from the land alienations properly accounted for and maximized to benefit the Six Nations of the Grand River Indians.

Synopsis of Six Nations Claims

With the foregoing mandate given to this office by the Six Nations Council, the following is a quick overview of our findings and submissions:

Territorial Lands

The Six Nations are part of the Iroquois Confederacy that dates back hundreds of years. They lived by hunting and fishing in extensive tracts of land throughout parts of Canada and the United States. During the Indian Wars, as a result of the fur trade, they subdued and conquered many nations of Indians in the areas of Canada and the United States. The Six Nations did not in that era relinquish any of their territory by conquest or purchase, as these are the only ways of obtaining rights of land. On October 7, 1763, the British Crown issued a Royal Proclamation and ordered that lands possessed by Indians and their hunting grounds, being all the lands lying to the west of the Royal Proclamation line, were to be reserved for the Indians, (*See Insert #1*). In 1768, at the Treaty of Fort Stanwix, a Deed was signed between the Six Nations and the King of England. A boundary line was fixed between the English and the Iroquois to prevent intrusions and encroachments and stop the fraudulent advantages in land affairs. The Six Nations were to retain all lands West of the line with the white settlers being restricted to reside East of the line. The Six Nations have never signed a document with any person or government that relinquishes their right to hunt and fish, trade, travel or barter in the area of the lands West of the 1768 boundary line, (*See Insert #1*).

Haldimand Proclamation Lands

The lands of the Six Nations of the Grand River Indians were granted by Sir Frederick Haldimand, Captain General and Governor in Chief, on October 25, 1784, being six miles in width on each side of the Grand River from the river's mouth at Lake Erie to its source *(See Insert #2)*. These lands were granted as compensation for the nearly SIX MILLION (6,000,000) acres sacrificed by Six Nations, on the Mohawk and Susquehannah Rivers,

in their alliance with the British during the American War of Independence. These lands the Six Nations and their posterity are to enjoy forever.

The lands allocated to the Six Nations under the Haldimand Proclamation should consist of approximately 950,000 acres. Using the Simcoe Patent, the Crown limited the entitlement of the Haldimand Proclamation to 674,910 acres (*See Insert #3*). Thus, approximately 275,000 acres remain to be set aside for the use and benefit of the Six Nations.

Likewise, when that portion of the Haldimand Proclamation Lands was surveyed and the outer bounds defined as twelve miles across, an area equivalent to the Grand River was omitted from our Grant. In addition, with Six Nations lands being defined as six miles on each side of the Grand River, ownership of the bed of the Grand River and the islands thereon is with the Six Nations per the English Common Law rule of "ad medium filum aquae".

Within the Six Nations' lands THREE HUNDRED AND TWO THOUSAND NINE HUNDRED AND SEVEN (302,907) acres were mortgaged for NINE HUNDRED AND NINETY-NINE (999) years to create a yearly source of income for the continual care and maintenance of the Six Nations.

In a related transaction, an additional FORTY-NINE THOUSAND EIGHT HUNDRED (49,800) acres were mortgaged for a similar time and purpose, albeit in arrears to date. To date, THIRTY THOUSAND EIGHT HUNDRED (30,800) acres of this transaction has been accepted as a valid claim by Canada.

Another ONE HUNDRED AND TWELVE THOUSAND SIX HUNDRED AND EIGHTY-NINE AND EIGHT TENTHS (112,689 8/10) acres were surrendered by Six Nations for sale. The proceeds were to be accounted for and invested by the Indian Department and Government-appointed Trustees to be used for the continual benefit of Six Nations. The unsold, unpatented lands within these surrendered areas require attention through the 1986 Indian Lands Agreement. The remaining 6,000+ transactions require a lot by lot analysis to determine if complete and just compensation was received for these land sales and properly credited to the Six Nations Trust Funds.

To further augment the continual income supposedly being received for Six Nations, five more transactions were endorsed covering NINETEEN THOUSAND ONE HUNDRED AND EIGHTY (19,180) acres which were to be leased for short-terms (21-years with 7-year renewal). Rentals from these lands remain in arrears.

The question of whether there was a general surrender legal enough to terminate Six

Nations' ownership and governance over more than ONE HUNDRED TWENTY-FIVE THOUSAND (125,000) acres and the proceeds therefrom, requires determination and an accounting by the Crown or through the courts.

In addition to the Six Nations Indian Reserve No. 40 and 40B, an area in excess of TWENTY-THREE THOUSAND (23,000) acres was reserved by Order-In-Council for Six Nations and exempted from any prevailing surrender document. These lands do not form part of the Six Nations of the Grand River Indians' land base to date.

Thousands of acres accredited to "free" Government Grants and Life Leases with reversionary rights favouring Six Nations also requires the provincial and federal governments' immediate attention.

The unauthorized sale of FOUR THOUSAND NINE HUNDRED (4,900) acres of land in Innisfil and East Hawkesbury Townships purchased with Six Nations funds likewise requires resolution. Portions of both of these land claims have likewise been validated by Canada.

In an attempt to correct the unlawful sale of Six Nations lands by the Crown, THIRTY-ONE THOUSAND NINE HUNDRED AND SEVENTY-SIX (31,976) acres were de-surrendered to be returned to Six Nations as compensation for the Crown's breach. Likewise, these lands today do not form a part of our holdings and are in the possession of third parties.

FINANCES

Monies Received

All monies that were to have been paid for the purchase of Six Nations lands are presently being calculated, analyzed and databased for computerized comparison with the actual amounts credited to the Six Nations Trust Funds.

As relates to the approximate SIX THOUSAND (6,000) land transactions, each one is analyzed for payments regarding sales, patent fees, registration fees, cancelled sale payments, all interest charges, monies collected on the land but not credited to sales, i.e. lease payments, timber dues, land improvements, etc.

This financial database consisting of some THIRTY-THREE THOUSAND (33,000) transactions affiliated directly to the approximate SIX THOUSAND (6,000) land transfers can be retrieved in report form by daily, monthly, quarterly, yearly or by whatever time period required. This will be used to assist in determining whether all monies said to be

deposited and credited to the Six Nations Trust Funds were in fact actually deposited and credited to the Trust Funds. The Crown will be held accountable for all discrepancies.

All available financial statements for the Six Nations of the Grand River from 1798 to 1949 are being deciphered and input into a computer program to form a working database. The format will be compatible with that being used in accounting for the land sales monies.

Monies Spent

Once analyzed, all expenditures during the above noted time periods will be questioned and by what authority the Crown was expending Six Nations monies for the same.

It has likewise been determined that Six Nations' Funds were loaned, invested and spent on financing a major portion of the infrastructure of Canada. These include financing the Law Society of Upper Canada, McGill University, Canal Systems, predecessors to the St. Lawrence Seaway, Turnpikes in Montreal, roads and bridges throughout Upper and Lower Canada and the Province of Canada, Bank of Upper Canada (which was a funding base for today's Bank of Montreal), County Court Houses, churches, investments in Toronto and much of the inner works through Provincial Debentures which allows the Province of Ontario to exist and function today.

To determine the bottom line, an estimated TWENTY-FIVE THOUSAND (25,000) entries will be scrutinized with the Crown in Right of Canada and the Crown in Right of Ontario being held accountable.

ONE LAND CLAIM SETTLEMENT

In December of 1984, the Six Nations Council reached a tentative agreement with Canada for a claim filed on November 4, 1980, referred to as the C.N.R. Railway Settlement. At issue was 80.616 acres used by the Canadian National Railway along a portion of the eastern boundary of the Six Nations Reserve. In exchange, Six Nations used the value of the 80.616 acres of land in dispute ($610,000.00) and purchased 259.171 acres in Onondaga Township. On November 2, 1985, and December 7, 1985, the Six Nations membership voted on accepting the terms and conditions of the land claim settlement. By Order-In-Council P.C. 1987-687 dated April 2, 1987, the 259.171 acres were added to the Six Nations Indian Reserve No. 40. This has been the only land claim settled by Six Nations under Canada's Specific Claims Policy.

SIX NATIONS CRITERIA FOR SETTLEMENT

On January 31, 1991, the Minister of Indian Affairs, Tom Siddon, publicly sought First Nations input on recommendations to increase the number of land claims settlements. On February 21, 1991, Six Nations appeared before Canada's Parliamentary Committee on Aboriginal Affairs seeking views concerning the OKA Crisis of 1990.

In that presentation, the following six principles for future Six Nations Land Claims Settlement were spelled out as follows:

1) Claims have to be dealt with fairly, expeditiously, without arbitrary cut-off dates or discounting factors.

2) The need for an independent body or bodies to settle these outstanding Land Claims is the only opportunity for fairness and justice to expeditiously occur.

3) Increased and sufficient resources, both human and financial, have to be committed at the First Nations level, at the negotiating level, at the settlement stage, and for the proposed independent claims resolution body or bodies.

4) If an injustice has occurred, the time of its occurrence is irrelevant in the mind of Six Nations. No pre-confederation cut-off date or any dates should be allowed to bar a wrong from being corrected.

5) The original terms, conditions and intent of agreements, must be honoured. Six Nations cannot and will not undermine the legal agreements entertained by our previous leaders intended to secure our infinite financial independence.

6) The concept of complete extinguishment of Six Nations' interest in lands at issue as the prerequisite for one time cash settlements is unacceptable. The land and natural resources thereon are the very marrow of our Mother Earth. The land and natural resources have to be placed in protective custody away from corporate rape until these claims have been settled.

CHRONOLOGY OF SIX NATIONS CLAIMS FILED WITH THE FEDERAL GOVERNMENT

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
INNISFIL	January 1982	May 31, 1993	SCB presented the preliminary gov't position - there is an outstanding lawful obligation
		March 25, 1994	SCB forwarded to DOJ additional research on taxes conducted by S.N. & SCB
		January 31, 1995	SCB closed file due to S.N. legal proceedings
HAWKESBURY	October 1984	May 31, 1993	SCB presented the preliminary gov't position - there is an outstanding lawful obligation
		March 25, 1994	SCB forwarded to DOJ additional research on taxes conducted by S.N. & SCB
		April 12, 1994	SCB forwarded to S.N. its additional research on Lots 15 & 16, Con. 3
		September 28, 1994	S.N. acknowledged receipt of SCB additional research, S.N. reviewing Trust Accounts
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
MOULTON TOWNSHIP (BLOCK 5)	October 1984	November 19, 1993	Asst. Deputy Min. of I.N.A.C. accepted claim for negotiation, compensation to be a global amount
		January 17, 1994	SCB Negotiator offered cash settlement plus reasonable negotiation costs
		January 20, 1994	S.N. advised that cash settlement was not acceptable
		June 15, 1994	Asst. Deputy Min. of I.N.A.C. going to close file on claim
		June 28, 1994	SCB closed file on claim
		August 18, 1994	S.N. asked Min. of I.N.A.C. to direct its negotiators to reconsider closing the file on the claim
		January 31, 1995	SCB closed file due to S.N. legal proceedings
HAMILTON PORT DOVER PLANK ROAD	June 1987	June 13, 1994	SCB completed research in May 1994, but has not reviewed draft historical report
		January 31, 1995	SCB closed file due to S.N. legal proceedings
CANBOROUGH TOWNSHIP (BLOCK 6)	September 1988	July 29, 1994	SCB forwarded to S.N. its historical report. Requested S.N. to confirm allegations, comment on report & submit legal questions to DOJ
		December 8, 1994	S.N. responded to July 29, 1994 requests of SCB
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
WELLAND CANAL	January 1988	May 13, 1994	Asst. Deputy Min. of I.N.A.C. accepted claim for negotiation
		September 2, 1994	SCB Negotiators forwarded to S.N. signed MOU for negotiations
		January 5, 1995	SCB Negotiators offered cash settlement, plus reasonable negotiation costs
		January 17, 1995	RFD/SCB forwarded to S.N. a signed Native Claim Loan Agreement for negotiation costs
		January 18, 1995	S.N. recommended to SCB Negotiators alternative compensation settlements
		January 31, 1995	SCB closed file due to S.N. legal proceedings
		February 1, 1995	RFD/SCB put loan funding for negotiation costs on hold due to S.N. legal proceedings
		June 5, 1995	S.N. advised Min. of I.N.A.C. & Min. of Justice that S.N. willing to negotiate on a "without prejudice" basis
		October 19, 1995 (Received)	Min. of Justice responded that it's premature to commit to out of court settlement
PORT MAITLAND	July 1989	June 13, 1994	SCB forwarded claim to DOJ in August 1993
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
1841 SURRENDER	September 1989	October 15, 1993	SCB forwarded claim to DOJ in September 1993
		June 13, 1994	SCB advised that legal review suspended until referral to DOJ of Johnson, Martin, Eagles Nest, Oxbow & Burtch claims historical research, which contains material relevant to 1841 Surrender claim
		January 31, 1995	SCB closed file due to S.N. legal proceedings
JOHNSON SETTLEMENT **EAGLES NEST** **MARTIN TRACT** **OXBOW BEND**	January 1989 September 1989 April 1990 July 1990	January 10, 1995 January 31, 1995	SCB forwarded claims to DOJ SCB closed files due to S.N. legal proceedings
BURTCH TRACT	April 1989	July 11, 1994	SCB advised that Cayuga and Burtch will likely go to DOJ together, reports on 1831 and 1834 surrenders and Burtch to be part of Cayuga historical report
		January 10, 1995	SCB forwarded claim to DOJ
		January 31, 1995	SCB closed file due to S.N. legal proceedings
CAYUGA TOWNSHIP	June 1991	July 11, 1994	SCB advised that Cayuga and Burtch will likely go to DOJ together, reports on 1831 and 1834 surrenders and Burtch to be part of Cayuga historical report
		October 6, 1994	SCB requested information and confirmation of S.N. allegations on surrenders
		November 15, 1994	S.N. responded to October 6, 1994 request of SCB
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
ONONDAGA TOWNSHIP	March 1990	July 11, 1994	SCB advised that Onondaga and Oneida would be researched together
		October 6, 1994	SCB advised that 1841 claim should be dealt with prior to Onondaga and Oneida
		January 31, 1995	SCB closed file due to S.N. legal proceedings
ONEIDA TOWNSHIP	September 1990	July 11, 1994	SCB advised that Onondaga and Oneida would be researched together
		October 6, 1994	SCB advised that 1841 claim should be dealt with prior to Onondaga and Oneida
		January 31, 1995	SCB closed file due to S.N. legal proceedings
C.N.R. (LOTS 45-61)	April 1991	June 13, 1994	SCB completed research in March 1994 and reviewing draft historical report
		January 31, 1995	SCB closed file due to S.N. legal proceedings
G.R.N.C. (368.7 acres)	April 1992	June 13, 1994	SCB forwarded claim to DOJ in November 1993
		January 31, 1995	SCB closed file due to S.N. legal proceedings
BED OF GRAND RIVER AND ISLANDS	July 1992	August 12, 1994	SCB completed initial assessment and requested S.N. to identify the legal and factual basis of claim
		December 2, 1994	S.N. responded to August 12, 1994 requests of SCB
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
TOWPATH	October 1992	June 13, 1994	SCB has completed historical research on Phase I (Pre-1841); research on Phase II is in progress
		January 31, 1995	SCB closed file due to S.N. legal proceedings
OIL AND GAS	January 1993	March 31, 1994	SCB requested information in reference to G. Hyslop litigation case as it may overlap with specific claim
		May 11, 1994	S.N. advised that the Hyslop litigation case overlaps with the specific claim. If the Hyslop era litigation is settled, the specific claim will be limited to the pre-Hyslop era
		July 11, 1994	SCB did not receive S.N. letter of May 11, 1994 until June 14, 1994. SCB will not proceed with specific claim until S.N. clarifies the nature and extent of the specific claim
		January 31, 1995	SCB closed file due to S.N. legal proceedings
SOURCE OF GRAND RIVER	April 1993	June 13, 1994	SCB completed research in March 1994, reviewing draft historical report
		January 31, 1995	SCB closed file due to S.N. legal proceedings
COUTTS & CO.	August 1993	June 13, 1994	SCB has completed initial assessment
		January 31, 1995	SCB closed file due to S.N. legal proceedings
JARVIS	April 1994	June 13, 1994	SCB initial assessment scheduled for completion late summer 1994
		January 31, 1995	SCB closed file due to S.N. legal proceedings

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
RIGHT TO HUNT AND FISH	October 1994	October 28, 1994	Min. of I.N.A.C. acknowledged receipt of claim
		January 16, 1995	Attorney Gen. of Ontario advised that claim should be dealt with by Canada
		March 6, 1995	Min. of I.N.A.C. advised that claim should be dealt with by Ontario
BRANTFORD TOWNPLOT Letters Patent #708	December 1994	January 4, 1995	Min. of I.N.A.C. acknowledged receipt of claim
		January 31, 1995	SCB closed file due to S.N. legal proceedings
		February 6, 1995	Min. of ONAS acknowledged receipt of claim (per unsold surrendered lands)
		August 16, 1995	Min. of I.N.A.C. advised that if claim included in S.N. litigation that the claim would not be dealt with as specific claim
		September 1, 1995	S.N. advised Min. of I.N.A.C. that S.N. willing to negotiate claim on a "without prejudice" basis. Requested Min. to rescind decision and return to negotiating table
		December 7, 1995	Min. of I.N.A.C. advised that claim would be dealt with as a specific claim after S.N. removes it from litigation

SIX NATIONS CLAIM	DATE FILED WITH I.N.A.C.	DATE OF CORRESP.	PARTICULARS
BRANTFORD TOWNPLOT Nathan Gage Letters Patent	February 1995	March 9, 1995	Prime Minister of Canada acknowledged receipt of claim
		April 6, 1995	Min. of ONAS acknowledged receipt of claim
		August 16, 1995	Min. of I.N.A.C. advised that if claim included in S.N. litigation that the claim would not be dealt with as specific claim
		September 1, 1995	S.N. advised Min. of I.N.A.C. that S.N. willing to negotiate claim on a "without prejudice" basis. Requested Min. to rescind decision and return to negotiating table
		December 7, 1995	Min. of I.N.A.C. advised that claim would be dealt with as a specific claim after S.N. removes it from litigation
BRANTFORD TOWNPLOT Letters Patent #910	May 1995	June 5, 1995	Prime Minister of Canada acknowledged receipt of claim
		June 7, 1995	Min. of ONAS acknowledged receipt of claim
		August 16, 1995	Min. of I.N.A.C. advised that if claim included in S.N. litigation that the claim would not be dealt with as specific claim
		September 1, 1995	S.N. advised Min. of I.N.A.C. that S.N. willing to negotiate claim on a "without prejudice" basis. Requested Min. to rescind decision and return to negotiating table
		December 7, 1995	Min. of I.N.A.C. advised that claim would be dealt with as a specific claim after S.N. removes it from litigation

THE COMMENCEMENT OF LITIGATION

On September 25, 1990, the Prime Minister of Canada, the Right Honourable Brian Mulroney, stated to the House of Commons:

> ... On no issue is reaction more urgent than on land claims. We intend to take three parallel initiatives... the first will be, to accelerate the settlement of "specific claims".

On January 17, 1994, Canada made, **what it asserted as fair and reasonable**, an offer to Six Nations for which Canada would **require a full and final release** of Six Nations children's childrens' interest in 30,800 acres at less than $113.64 per acre with a further recommendation that an alternative would be for Six Nations to pursue settlement through the courts. [It should be noted as relates to a full and final release, the report of the Honourable A. C. Hamilton, **A New Partnership**, June 1995, reporting on the extinguishment or surrender issues related to land claims agreements, he recommends to Canada to abandon such a prerequisite. Pages 101 and 102.]

It appears that the only wisdom spoken that day was by a Six Nations Councillor to the Ottawa negotiators: "If your intention was to come to Six Nations and insult us with an offer, you have succeeded."

Quite honestly, Six Nations was finding no joy or satisfaction in stockpiling validated land claims with little hope of seeing the claims settled while respecting our six principles for settlement as outlined previously. Therefore, we followed Canada's advice and prepared for litigation. Thus, on December 23, 1994, the Six Nations of the Grand River gave formal notice to the federal and provincial governments of intended legal proceedings regarding the Crown's handling of the Six Nations property both before and after Confederation.

Six Nations seeks from the Crown, a comprehensive general accounting for all money, real property or other assets belonging to the Six Nations of the Grand River which was or ought to have been held by the Crown for the benefit of the Six Nations and in the manner in which the Crown managed or disposed of such assets (*See Insert #4).*

On January 31, 1995, the Specific Claims Branch of the Department of Indian Affairs advised that all Six Nations claims as filed with them would be held in abeyance and the files would be closed. However, the claims were not rejected by Canada.

On March 7, 1995, Six Nations commenced legal proceedings against the Attorney General of Canada and Her Majesty the Queen in Right of Ontario for this accounting.

On June 20, 1995, the Research Funding Division of the Department of Indian Affairs advised Six Nations that in view of its decision to proceed with litigation against the Crown in Right of Canada, all Land Claims Research dollars to Six Nations would cease. The Litigation Test Case Funding Division likewise advised Six Nations that it was not eligible for contributory litigation dollars to help fight this case.

BEYOND LITIGATION AND THE SPECIFIC CLAIMS POLICY

The terms and conditions of agreements as legally done have to be honoured. If the intent that the lands were to be leased by parties to create a continual source of income for Six Nations, then those lands must be returned to the state of leasing as intended.

If the terms and conditions of a lawful surrender were for the sale of the same, then all conditions of the sale must be honoured, the monies accounted for and maximized for Six Nations' use and benefit.

Where the lands have been unlawfully alienated to third parties, those lands or other lands in lieu thereof must be the compensation. To assist with this process, Six Nations has and will continue to purchase lands and add the same to the Six Nations land base. It is our contention, that for the Six Nations membership to be asked to ratify this type of claims settlement, the Six Nations Council must demonstrate that the lands unlawfully alienated are being restored by other lands. When settlements are finally reached for the areas containing these purchased parcels, Six Nations will be reimbursed for these land acquisition costs as our conditions to future settlements. By a legal Trust Agreement these lands are being held In Trust for the use and benefit of the Six Nations by THREE (3) Six Nations members who are lawyers. The following lands have been purchased and are exempt from municipal taxation:

	ACRES
Part Lot 7, Concession 3, - Onondaga Township - (Paul Z.)	70
Broken Front Lots 15, 16, 17, 18, 19, 20 & 21, Concession 3 - Onondaga Township - (Dyjach)	170.89
Part Lot 10, West of Plank Road - Oneida Township - (Fagan)	123.5
Part Lot 6, West of Plank Road - Oneida Township - (Zwick)	135.258
Part Lot 5, West of Plank Road - Oneida Township - (Robinson)	113

This is likewise the least offensive means of removing the third party interests from our territory.

INTERIM USE ARRANGEMENTS

With our claims having been filed against the Crown since January 1982, and although validated, negotiations to resolve these claims have proven unproductive to date.

In the meantime, what does Six Nations do to prevent or control unwanted use and intrusions on our lands? We could place certificates of pending litigation against all land owners in claimed areas creating chaos and unrenewed mortgages for the owners, resulting in even more animosity toward Six Nations. We could likewise place injunctions against all present and future developments within the land claims areas until the claims are resolved to Six Nations' satisfaction. This would crush the economies and tax bases of the surrounding municipalities and likewise negatively effect the highly skilled work force of the Six Nations.

Six Nations could work jointly with surrounding municipalities, corporations and governments to allow persons to occupy the lands in a responsible manner and permit development to proceed under certain terms and covenants and without prejudice to our position on claims.

Examples:

a) In 1981, without prejudice to Six Nations claim to the Bed of the Grand River and ironically some of the lands involved in the Miller case, an interim agreement was reached that allowed the Ontario Ministry of Transportation to build a bridge across the Grand River. As payment or compensation for this permission, the Ministry of Transportation was forced to build Six Nations a much needed "Chiefswood Bridge" across the Grand River within the boundaries of Six Nations. The Chiefswood Bridge was built for Six Nations at a cost of 1.8 Million dollars.

b) The Municipality of the City of Brantford, the Grand River Conservation Authority (G.R.C.A.), and the Province of Ontario determined the need for flood protection work to be undertaken in the City of Brantford. Part of the proposal was the construction of a protective dyke in the vicinity of the Mohawk Chapel. Negotiations commenced in 1981 between the Grand River Conservation Authority and Six Nations. On March 25, 1983, Six Nations tabled thirteen (13) points that would have to be met for a formal agreement to proceed. Much like the Caledonia By-Pass Chiefswood Bridge, money was not at issue.

   On May 30, 1983, and in order for the issuance of a permit by the Minister of Indian Affairs, Six Nations and the Grand River Conservation Authority signed a Memorandum of Understanding (MOU). The MOU identified that a protective dyke

would cross the Six Nations lands via Section 28(2) of the Indian Act, the Mohawk Chapel would be protected; major improvements around the Mohawk Chapel grounds (land fill, tree planting, landscaping, paved parking lots) would be done by the G.R.C.A.; maintenance of the expanded Chapel grounds and parking areas would be maintained for five years by the G.R.C.A. with a maintenance review to follow; and Lots 13 and 14 Eagle's Nest Tract would be added to the Six Nations land base.

On September 17, 1987, by Order-in-Council P.C. 1987-1951, Lots 13 and 14 Eagle's Nest Tract containing 56.999 acres was set aside for the use and benefit of the Six Nations Indians.

c) On November 4, 1985, the Six Nations Council and the City of Brantford corrected an adverse and counter-productive easement as issued by Canada to the City of Brantford on April 1, 1953. The City of Brantford will return to Six Nations 10.59 acres of easement rights that dissected and land-locked portions of the Glebe Farm 40B. The City of Brantford paid to Six Nations in December 1990 $424,067.78 ($261,000.00 plus interest). The City of Brantford will have to build access routes to the Glebe property for Six Nations' use, access to the City's infrastructure (water, sewer, hydro, etc. at a metered use rate) are assured to Six Nations for our future development, and road maintenance formulas will control use of the infrastructure roads on the Glebe by non-Six Nations members.

In exchange, Canada issued a 28(2) permit to the Corporation of the City of Brantford to allow a 142' wide non access road to be built across the northern end of the Glebe Farm No. 40B subject to the stringent environmental and archaeological adherence.

d) To allow repairs to a provincial road on lands outside of the Six Nations boundary but on land where specific claims remain unresolved, Six Nations and the Ministry of Transportation entered into an interim agreement on April 17, 1991. This allowed the work to proceed under our terms and conditions respecting the environment and any archaeological issues. 15.4694 acres were at issue for which Ontario paid $445,000.00 to use the area until the claim is resolved. A new agreement would be required for continued use of this 15.4694 acres if the claim is decided in favour of Six Nations. The monies from this agreement were used to purchase two separate parcels of land being 124 acres in Oneida Township and 70 acres in Onondaga Township for Six Nations' use.

e) On March 18, 1993, the Corporation of the Town of Dunnville entered into an Interim Use Agreement with Six Nations to cross approximately 876 ft. for a sewer

right-of-way across land that is subject to a specific claim remaining unresolved. Once again, our terms with respect to the environment and possible archaeological issues have to be respected. For the use, a "token" $1,000.00 has been paid by the Town, to be jointly held In Trust and invested. If the claim is determined in favour of Six Nations, we keep the principle and accumulated interest. Continued use of this 876 feet would then be subject to a new lease arrangement between Six Nations and the Town of Dunnville. Should the claim be determined not in Six Nations favour, the Corporation of the Town of Dunnville would be reimbursed the principle and accumulated interest.

f) Another interim agreement was entered on October 4, 1993, between Six Nations and the Grand River Conservation Authority (G.R.C.A.). It allowed for emergency repairs to proceed on water level control weirs in the Grand River, being in an area under claim. Although no money was involved, a proper fishway and lamprey barrier has been built, as well as modifications to an existing fishway to enhance fish stock fronting Six Nations. As a prerequisite, up to 100,000 specialized Carolinian seedlings will be provided to the Six Nations Forestry Department yearly; free access to G.R.C.A. Education Centres will be provided to students at Six Nations; opportunities to bid on tree planting contracts; and joint training of Six Nations personnel, to expand the expertise of our technicians in the Six Nations Ecology Centre. This is a new arrangement developed, whereby, compensation is not a factor, but creative ideas to enhance the Six Nations environment are at issue.

g) Later, on August 8, 1994, by a five year Interim Use Agreement, Six Nations allowed the G.R.C.A. to proceed with immediate repairs to the Dunnville dam, once again under terms and conditions acceptable to Six Nations, but also recognizing that the failure of the dam would have a detrimental impact on the present aquatic system associated to the Grand River.

In addition to our standard environmental, archeological and without prejudice to our land claims prerequisite, the work proceeded and the following was secured to the Six Nations:

- Access to G.R.C.A. conservation farm tillage equipment and technical assistance and advice.
- Increased access to the G.R.C.A. Nature Centres, Day Camps, Mobile Centres and outdoor educational opportunities to all Six Nations elementary school children at no cost.
- Technical assistance in developing and enhancing the fisheries program at Six Nations.

- Establish a Six Nations run water quality monitoring program in the Grand River (e.g. at the Blossom Avenue crossing) accountable to the Six Nations people and data sharing with the G.R.C.A. Also creating a data information gathering system to undertake routine water quality testing of the waters above Six Nations and early warning mechanisms to prevent contamination to the Six Nations Reserve water supplies.
- Provide technical assistance developing the Six Nations Ecology Centre and co-operative environmental progress at Six Nations.
- Finally, the G.R.C.A. and Six Nations will meet no less than every six months to review ecological enhancement initiatives within the Grand River watershed and as a forum to discuss the many issues of common concern associated with the Grand River.

h) On May 24, 1995 and July 6, 1995 Union Gas Limited entered into Interim Use Agreements to cross the Grand River and outer lands subject to Six Nations land claims. In each case $1,000.00 was to be held jointly with Six Nations and Union Gas for deposit and investment in the Royal Bank Branch in Ohsweken. These Agreements are without prejudice to the Six Nations land claims and must be protective of the environment with cautions on any archaeological resources if discovered.

In addition, Union Gas will direct its contractors to use unionized Six Nations personnel, whenever possible, in the construction of its lines. Also, Union Gas must provide the following:

- 30,000 Carolinian saplings to Six Nations over the next five years;
- a custom, at no cost, Six Nations Gas Distribution Network design and make changes or alterations based on the needs for three years;
- such data to be electronically duplicated for Six Nations' use at no charge;
- train a Six Nations person to manage such electronic data;
- three training spaces in 1996, 1997 and 1998 for employees of Six Nations Natural Gas Company in Union's Customer Service Basic Training Program and Plant Service Basic Training Program.
- five years of engineering advice to Six Nations Natural Gas on an as needed basis for Six Nations Natural Gas Projects, e.g., designing the crossing of the Chiefswood Bridge.

i) On June 30, 1995, the Dunnville Hydro-Electric Commission entered into an Interim Use Agreement with the Six Nations to bury hydro services under a 40 ft. stretch of land subject to a Six Nations land claim. Once again, a "token" of $1,000.00 has

been paid by Dunnville Hydro-Electric Commission to be jointly held in Trust with the Six Nations until a resolution of the claim is determined .

The same protective terms and conditions as outlined in the March 18, 1993 Agreement with the Corporation of the Town of Dunnville are mirrored in this Agreement. As the hydro agreement allows for a safety back-up hydro loop to service both the Hospital and Senior Citizens buildings in Dunnville, the Six Nations Council felt morally obliged to work on an Interim Use Agreement with the Dunnville Hydro-Electric Commission in this matter.

g) A very lucrative agreement that would allow a major Ontario Hydro right-of-way through lands under claim by Six Nations fell through with Ontario Hydro's recent "freeze" on development. That agreement was lucrative with not one dollar being mentioned, but lucrative in the terms of having Six Nations' highly skilled, but recession idled work force getting first rights of refusal on contracts; certain hydro works already within the Six Nations Reserve would be done by Six Nations; and a project to make the infrastructure and all residents on the Six Nations, energy efficient. This project would have been over and above the normal Ontario Hydro efficiency initiatives.

Certain aspects of the foregoing concepts are presently being implemented gradually through existing hydro easement agreements that come up for renewal at Six Nations.

It is expected that Hydro's delayed projects will have to proceed within a decade, thus the above initiatives should be achievable.

In an effort to amalgamate these piecemeal approaches on controlled use of our lands where claims remain outstanding, the Indian Commission of Ontario (ICO) is being called upon for assistance. We are proposing that the ICO facilitate meetings to achieve an overall protocol/management agreement with Six Nations, Canada, Ontario, and Municipalities within the Grand River Watershed, which will not stop development but for all such things to proceed, under our accepted terms and conditions. Terms and conditions may be mirrored to the foregoing examples already in place, but hopefully even more creative. This protocol could receive Six Nations, Federal, Provincial and Municipal ratification and signing this 1996-1997 fiscal.

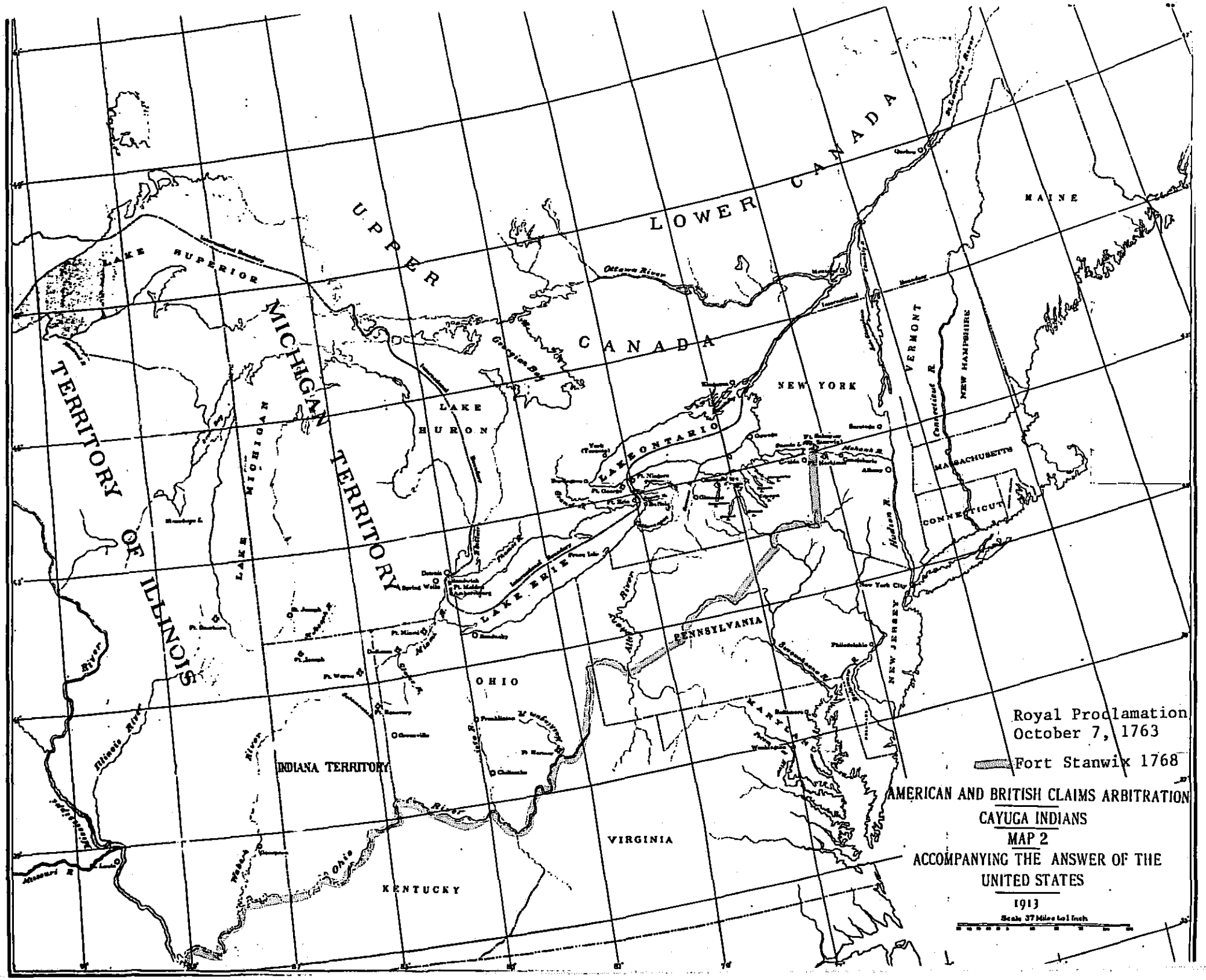
Summary

Although these initiatives are only interim measures to allow the Six Nations and the municipalities to work co-operatively through these uncertain times, everyone fully understands that the underlying problem remains as the unsettled Six Nations "land claims" against the Crown in Right of Canada and the Crown in Right of Ontario. Once Six Nations informed the municipalities through joint information sessions, the municipalities along with Members of the Provincial Parliament and Members of the House of Commons petitioned the Minister of Indian Affairs on March 3, 1995, supporting Six Nations for the fair settlement to these outstanding land issues (*See Insert #5*).

These are mere examples of new ideas that Six Nations chooses to entertain until our claims against the Crown are resolved, to protect the use of our lands against offensive use by third parties and interest groups, and to ensure the terms and conditions of sacred agreements between our honoured Iroquoian leaders and the Crown are fulfilled.

Six Nations certainly is not allowing the Crown in Right of Canada, nor the Crown in Right of Ontario to walk away from this unfinished business. But, we likewise are not waiting for their blessing to achieve results.

1


UPPER CANADA
LOWER CANADA
LAKE SUPERIOR
MICHIGAN TERRITORY
TERRITORY OF ILLINOIS
LAKE HURON
LAKE ONTARIO
LAKE ERIE
NEW YORK
MAINE
VERMONT
NEW HAMPSHIRE
MASSACHUSETTS
CONNECTICUT
NEW JERSEY
PENNSYLVANIA
OHIO
INDIANA TERRITORY
VIRGINIA
KENTUCKY
Ottawa River
Illinois River
Ohio River
Mississippi R.
Hudson R.
Connecticut R.
Allegheny River
Susquehanna R.
Royal Proclamation
October 7, 1763
Fort Stanwix 1768
AMERICAN AND BRITISH CLAIMS ARBITRATION
CAYUGA INDIANS
MAP 2
ACCOMPANYING THE ANSWER OF THE
UNITED STATES
1913
Scale 37 Miles to 1 Inch

2

Frederick Haldimand Captain General and Governor in Chief of the province of Quebec and Territories depending thereon &c &c &c General and Commander in Chief of His Majesty's Forces in said province and the Frontiers thereof – &c – &c – &c

Whereas His Majesty having been pleased to direct that in consideration of the early attachment to his cause manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained – that a convenient tract of land under his protection should be chosen as a safe and comfortable retreat for them and others of the Six Nations, who have either lost their settlements within the Territory of the American States, or wish to retire from them to the British – I have at the earnest desire of many of these His Majesty's faithful Allies purchased a tract of land from the Indians situated between the Lakes Ontario, Erie and Huron, and I do hereby in His Majesty's name authorize and permit the said Mohawk Nation and such others of the Six Nation Indians as wish to settle in that quarter to take possession of and settle upon the Banks of the River commonly called Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river beginning at Lake Erie and extending in that proportion to the head of the said river, which them and their posterity are to enjoy for ever. –

Given under my hand and seal at arms at the Castle of St. Lewis at Quebec this twenty-fifth day of October one thousand seven hundred and eighty-four and in the twenty-fifth year of the reign of our Sovereign Lord George The Third by the Grace of God of Great Britain, France, and Ireland King Defender of the Faith and so forth. –

Fredk Haldimand

– By His Excellency's Command –

R. Mathews

Registered 20th March '95

Wm. Jarvis

Provl Registrar's Office

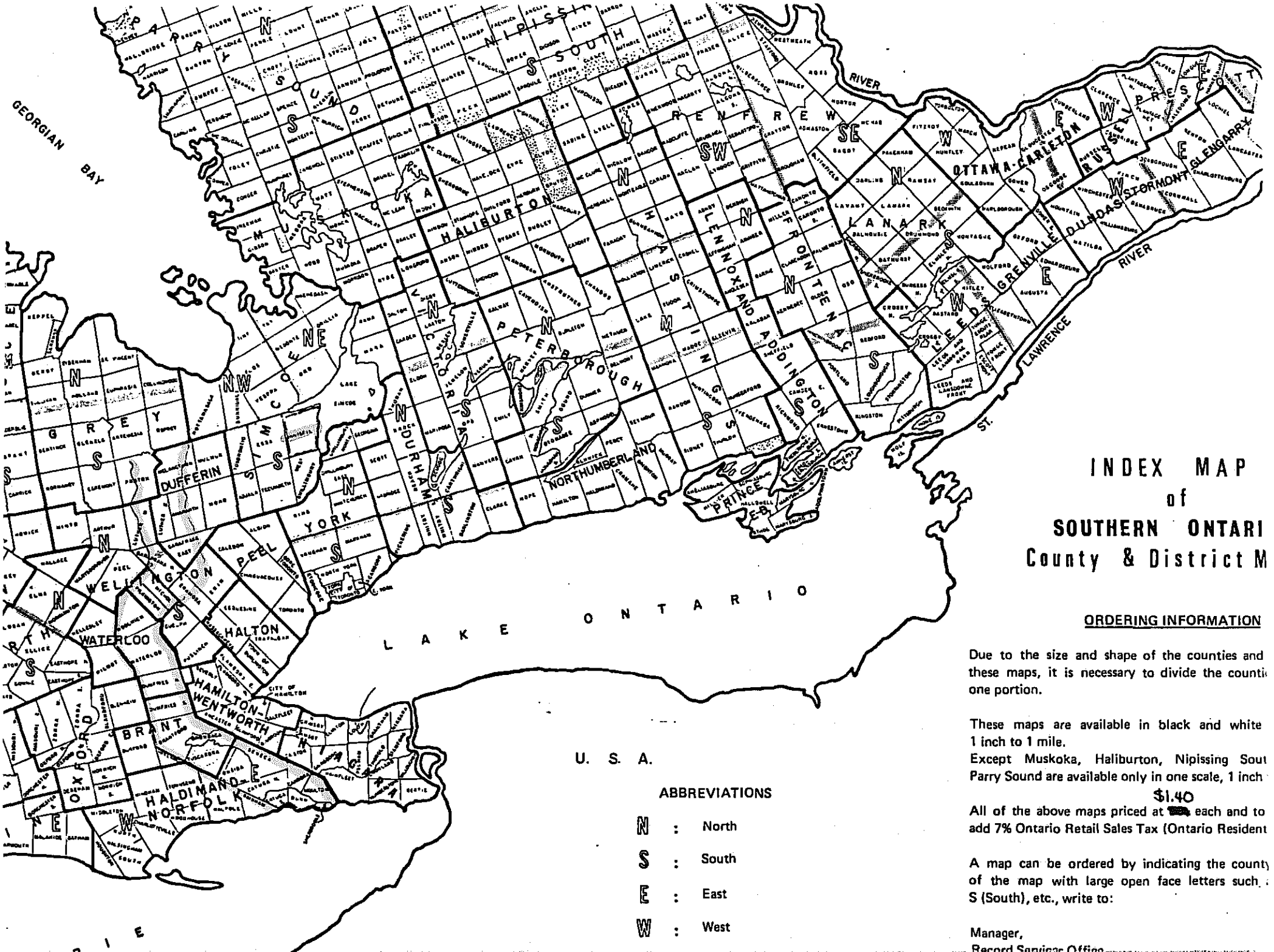
Quebec 23rd June 1862

I hereby certify the within to be a true and faithful Copy of the Record of the Original Grant as entered in Lib A folio 8 (manuscript)

Wm Kent

Dep:Prov. Regr.

3



INDEX MAP of SOUTHERN ONTARI County & District M

ABBREVIATIONS

N	:	North
S	:	South
E	:	East
W	:	West

ORDERING INFORMATION

Due to the size and shape of the counties and these maps, it is necessary to divide the counti one portion.

These maps are available in black and white 1 inch to 1 mile.
Except Muskoka, Haliburton, Nipissing Sout Parry Sound are available only in one scale, 1 inch

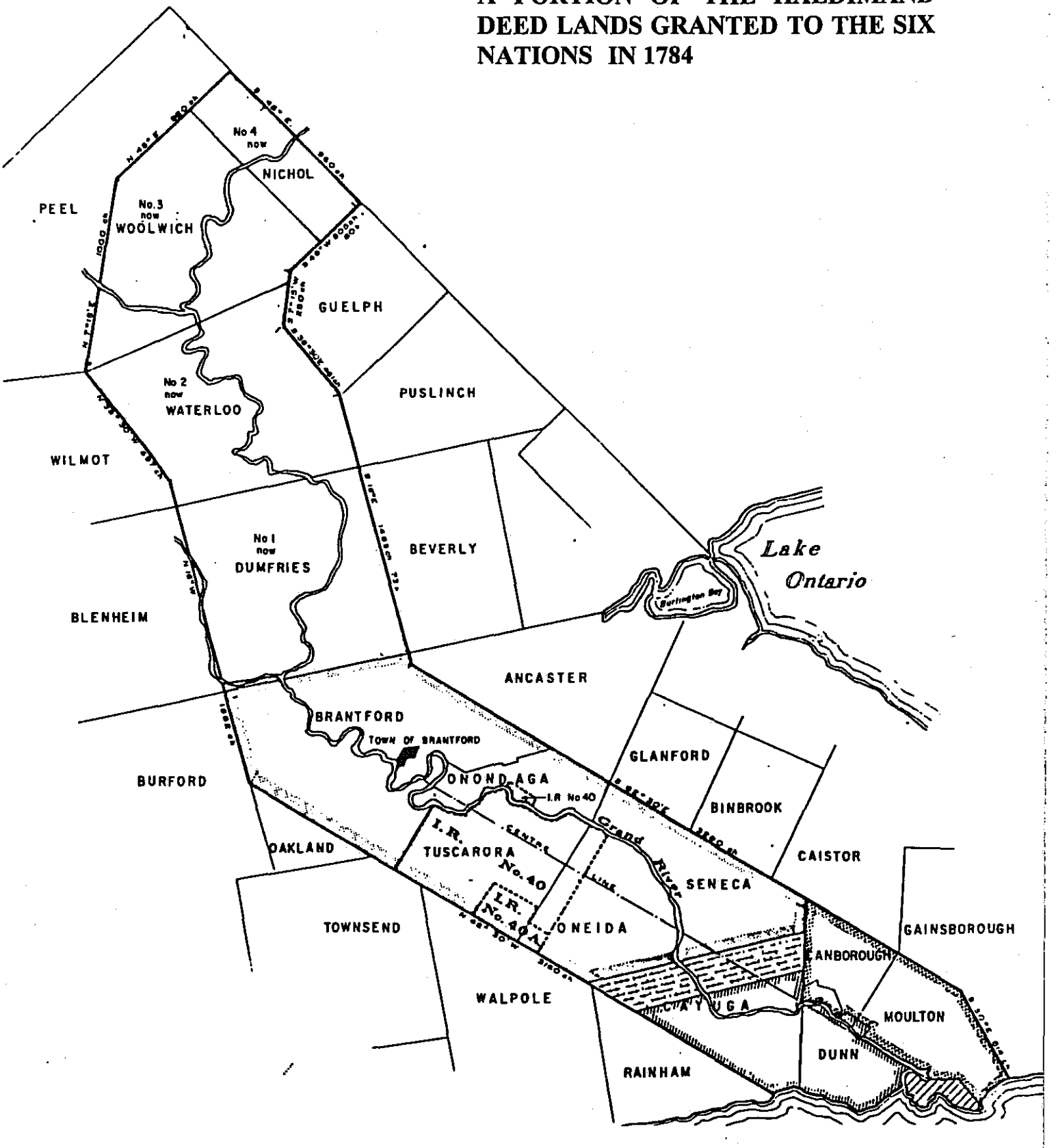
$1.40

All of the above maps priced at [redacted] each and to add 7% Ontario Retail Sales Tax (Ontario Resident

A map can be ordered by indicating the county of the map with large open face letters such S (South), etc., write to:

Manager,
Record Services Office

A PORTION OF THE HALDIMAND DEED LANDS GRANTED TO THE SIX NATIONS IN 1784



4

SIX NATIONS OF THE GRAND RIVER

v.

CANADA & ONTARIO

This action seeks court orders requiring the governments of Canada and Ontario to account to the Six Nations for approximately 900,000 acres of land which formed the major portion of the lands allocated to the Six Nations in 1784, in the aftermath of the American War of Independence. (The Six Nations had actively supported the Imperial Crown in that war). The action seeks an accounting of how these lands were disposed of and what has become of the proceeds which ought to have been held in trust and invested for the benefit of the Six Nations.

Background to Action

On October 25, 1784, the Crown issued the Haldimand Proclamation which authorized the Six Nations to possess a tract of land extending six miles on either side of the Grand River from its headwaters to Lake Erie, to be held in trust by the Crown. The size of this allotment was about 950,000 acres. The Six Nations had supported the Imperial Crown in the American War of Independence. This tract of land was intended to reward the Six Nations for their active allegiance and help settle members of the Six Nations who left their lands in the United States in the aftermath of the war. This land could not be sold or transferred without the consent of the Six Nations and the Crown. Monies received from any sale of such land and income earned from the lands were to be held by the Crown in trust for the benefit of the Six Nations.

The Haldimand tract of some 950,000 acres of land has been reduced to a reserve for the Six Nations consisting of only about 45,000 acres. This is less than 4.8 percent of the lands which were allocated to the Six Nations by the Haldimand Proclamation. As of February 1, 1995, the Six Nations trust fund held by the government of Canada contained only about $2.2 million.

Examples of Government Mismanagement

Investigations by the Six Nations have discovered numerous examples of improprieties and mismanagement by the governments for whose acts or omissions the provincial and federal governments are responsible:

- The Simcoe Patent dated January 14, 1793 purporting to grant the lands reserved to the Six Nations by the Haldimand Proclamation failed to include 275,000 acres of land located north of the Township of Nichol extending six

miles on either side of the Grand River to where the headwaters of the river are found in the Township of Melancthon.

- The Province of Upper Canada (now Ontario) granted Thomas Douglas, the Earl of Selkirk, lands known as Block No.5 (the entire Township of Moulton) on November 18, 1807, without obtaining the consent of the Six Nations. Selkirk mortgaged the lands back to the Province, but the Crown failed to collect any payments owing under the mortgage since at least February, 1853.

- On February 5, 1798, one Benjamin Canby was granted the title to lands known as Block No. 6 (the Township of Canborough) by the Province of Upper Canada without making any payment for the lands or pledging any security. The Six Nations did not give their consent to the Province's gift of Six Nations land to Mr. Canby. The Province acknowledged on a number of occasions that this transaction was improper, but nothing was done by the Crown to rectify this breach of trust.

- The Deputy Superintendent General and Inspector General of Indian Affairs for the Province of Upper Canada, Colonel William Claus, took money from the Six Nations' Trust in the early 1800's. When the Province discovered the theft, it decided to obtain land in Innisfil and East Hawkesbury Townships from Mr. Claus's estate as compensation. The Crown failed to obtain a proper conveyance of the lands from Mr. Claus's estate. The Crown then began transferring the lands to settlers in 1840 without the consent of the Six Nations and subsequently found itself embroiled in litigation over defective title to the property. The Crown lost the case, paid legal costs out of the Six Nations' Trust, and paid monies to the Claus Estate to settle the litigation without the consent of the Six Nations.

- Between 1829 and 1835 Six Nations land was expropriated for the construction of the Welland Canal. Compensation for the land taken was not made to the Six Nations, even though compensation was paid to other land owners affected by the construction of canal. The canal lands were assumed by the government of Canada in 1867. The government of Canada undertook a number of valuations of the lands taken but compensation was never paid.

- Starting in 1834, and continuing for many years, the Province of Upper Canada invested Six Nations money to support the speculative adventures of the Grand River Navigation Company (GRNC), and granted to the GRNC lands of the Six Nations without consent or payment. These investments were for the benefit of private promoters of the GRNC. The GRNC was formed for the stated purpose of constructing dams and carrying out other works in order to make the Grand River more navigable and therefore provide a better public

transportation link between the Welland Canal and the City of Brantford. The irony is that the Six Nations were opposed to this project and yet the government used Six Nations trust funds without Six Nations' knowledge or consent to finance and support the project. The GRNC failed and the Six Nations' monies and lands were lost. The Crown has failed to rectify this breach of trust.

- The Crown took over other lands belonging to the Six Nations for public or governmental uses without paying for the property taken.

- The Crown sold land from the Six Nations Tract to third parties, after the Six Nations had only agreed to allow the Crown to lease those lands for the Six Nations benefit.

- The Crown frequently disposed of lands from the Six Nations Tract at less than fair market value according to the Crown's own valuations.

- The government of Canada failed to protect the interests of the Six Nations in the extraction of a natural gas resource lying under the Six Nations reserve between 1945 and 1970. The government allowed an oil and gas company to drill and extract gas without proper authority and without paying appropriate compensation to the Six Nations' Trust.

<u>Responses from the Governments of Canada and Ontario</u>

The government of Canada has refused to provide an accounting. It also refuses to negotiate and resolve specific claims it has validated, even though Six Nations is prepared to negotiate and resolve them.

The government of Ontario has not responded to the request for an accounting.

SIX NATIONS v. CANADA & ONTARIO

SUMMARY OF THE PROCEDURE IN THE SIX NATIONS ACTION

August 1, 1996

There are three main stages to an action:

1. Pleadings: the parties prepare and file with the Court certain documents (eg. Statement of Claim, Statement of Defence and Reply) setting out the factual and legal allegations which define the issues in the action.

2. Discovery: the parties examine the documents in each side's possession and ask questions of the other side (in writing or at a hearing) to determine what information supports the allegations in their pleadings, to determine the strength of the other side's case, to obtain admissions which help prove one's case and narrow the issues in dispute.

3. Trial: the parties, represented by lawyers, appear in Court to present evidence and argue the merits of the case. They call witnesses and introduce documents to provide evidence to support their positions and refute the other side's positions. The judge then makes a decision on the merits of the case.

In addition, throughout the first two stages, there may be pre-trial motions to deal with legal issues (which may result in an early resolution of the action), or to enforce procedural requirements to ensure that the action proceeds without undue delay and within the confines of the rules of procedure as to production of documents and evidence.

The following describes the procedures which have already occurred in the Six Nations action, and the procedures which will follow.

A. COMPLETED PROCEDURES

The Six Nations action has completed the pleadings stage (i.e. the first stage) of an action.

1. Commencing the action

Six Nations commenced Action 406/95 by issuing a Statement of Claim against Canada and Ontario from the Brantford Court on March 7, 1995. The Statement of Claim sets out the legal and factual allegations which support a claim for an accounting and a declaration that the Crown is liable to the Six Nations.

2. Case Management

Six Nations applied for a case management judge to oversee the procedural steps in this action (the case management judge does not preside at trial). Mr. Justice Kent has been appointed as the case management judge for this action. A case management judge becomes familiar with the issues in the action and is able to ensure that the parties do not use procedural obstacles to delay the action. In addition, the case management judge has ordered that all pre-trial motions in the action be heard in Brantford, unless he otherwise orders. This will permit members of the Six Nations to attend and observe proceedings in this action.

3. Particulars

Canada has made three requests (called "Demands for Particulars") of Six Nations to provide further information of certain allegations in the Statement of Claim. A defendant is permitted to request such information if it needs the information to prepare its Statement of Defence. Six Nations has responded in detail to each of the Demands for Particulars.

4. Statements of Defence

Canada and Ontario requested extensions of time for the delivery of their Statements of Defence. Canada delivered its Statement of Defence on January 15, 1996, and Ontario delivered its Statement of Defence on January 22, 1996.

5. Particulars

Six Nations made Demands for Particulars of Canada and Ontario for further information of certain allegations in the Statements of Defence. Canada and Ontario responded to the Demands for Particulars, and Six Nations made further requests for copies of certain documents, which were provided by Canada and Ontario.

6. Reply

Six Nations filed a Reply with the Court on August 1, 1996, to respond to the allegations made in the defendants' Statements of Defence.

B. THE NEXT STEPS

7. Motions

It is anticipated that, before proceeding to discovery, Canada or Ontario will bring certain motions to deal with some legal issues. For example, Canada and/or Ontario may attempt to argue that parts of the Six Nations claim are barred by a statutory limitation period, that all claims prior to 1867 are barred because Canada and Ontario did not exist prior to 1867, or that the relief that Six Nations seeks is not available against the Crown. It is not known how long such motions will take to prepare and argue.

8. Discovery of Documents

In the meantime, the parties will exchange Affidavits of Documents, which list all the documents in their possession that are relevant to the case. Each side will have an opportunity to review the relevant documents in the other side's possession that are not legally privileged from disclosure.

9. Examination for Discovery

After exchanging affidavits of documents, each side is given an opportunity to ask questions of the other side at a hearing before a court reporter or by written questions. If there is a hearing, the hearing will not be open to the public and a judge does not preside at the hearing. The questions and answers given in writing or at the hearing may be used at trial to attack the credibility of the other side's witnesses or to read in admissions made by the other side. Examination for Discovery may occur over a number of days and may take a considerable length of time. It is not yet known when such discoveries will begin or how long they will take in this action, because each side will first have to produce to each other copies of the relevant documents that are not privileged.

10. Pre-Trial Conference

Once discoveries have been completed, the action will be placed on a trial list, and a pre-trial conference will be scheduled between a judge and counsel to the parties. Prior to the conference, the parties exchange Pre-Trial Memoranda setting out the facts and legal issues in dispute in the action. The pre-trial judge may explore any settlement opportunities, make suggestions about the conduct of the trial and deal with procedural or legal matters raised in the pre-trial memoranda.

11. Trial

After a pre-trial conference, a period of time will be needed before the trial for trial preparation, such as assembling experts reports, preparing witnesses, preparing briefs of law and documents that will be used at trial, and so on. It is not known how long it will take before a trial in this action will occur.

5

March 3, 1995

Hon. Ron Irwin
Minister, Department of Indian Affairs and Northern Development
House of Commons
Ottawa

Dear Minister Irwin:

Since January 1994, the Brantford area Intergovernmental Liaison Committee has held several meetings to exchange information on land claims, additions to reserves and other related land issues in this area, and to assist in the resolution of same. Members of the Committee include the elected leaders of neighbouring municipalities, Six Nations of the Grand River, the Mississaugas of the New Credit, area MPs and MPPs, and representatives from the Province of Ontario and INAC. The meetings are chaired by the Indian Commission of Ontario.

As municipal leaders of this Committee explained to you at a meeting in Brantford on August 17, 1994, and more recently in Sault Ste. Marie on January 24, 1995, crucial municipal developments are being impeded by the lack of progress on the settlement of specific claims with Six Nations, on lands where these developments are necessary. This situation has seriously restricted the economic development of our communities.

It was with great disappointment, therefore, that we were advised by Six Nations at our Intergovernmental Liaison Committee meeting on February 10, 1995, that due to an impasse in the negotiations of specific claims, Six Nations has filed a Statement of Claim with the Provincial and Federal governments with the intent of litigating these claims, and that your Department in turn, has chosen to close the files pending litigation.

After some deliberation, the Committee agreed that negotiations/discussions of some degree must be continued in order to resolve these claims in a reasonable period of time. We are therefore proposing to you that this Committee develop a local settlement process, and begin discussions on at least one of the outstanding claims in this area, with a view to negotiating a timely, and perhaps unique, settlement. Negotiations would proceed without prejudice to any existing position or claim by Six Nations of the Grand River, or the federal or provincial governments.

2..

We invite you to meet with us to discuss this proposal further, and to provide your support. Would you please advise Jane Stewart, M.P., Brant, of a suitable date for this meeting.

Mayor Bob Blake
Town of Dunnville

Mayor Chris Friel
City of Brantford

Mayor Marie Trainer
Town of Haldimand

Reeve Mabel Dougherty
Township of Onondaga

Warden Louis Campbell
Brant County Council

Mayor Jack Bawcutt
Town of Paris

Ron Eddy, MPP
Brant-Haldimand

Reeve Stephen Comisky
Township of Brantford

Reeve Robert Taylor
Township of South Dumfries

Chairman John Harrison
Reg Municipality of Haldimand Norfolk