

April 18, 2023

Susie Thorsley

Ottawa, ON

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File No. SCT-4001-22

**SPECIFIC CLAIMS TRIBUNAL**

BETWEEN:

**HOLLOW WATER FIRST NATION**

Claimant

- and -

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

As represented by the Minister of Crown-Indigenous Relations and Northern Affairs

Respondent

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**RESPONSE****Pursuant to Rule 42 of the  
*Specific Claims Tribunal Rules of Practice and Procedure***

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This Response is filed under the provisions of the *Specific Claims Tribunal Act* and the *Specific Claims Tribunal Rules of Practice and Procedure*.

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## Overview

1. The Respondent, His Majesty the King in right of Canada (“Canada”), is committed to reconciliation and to a renewed nation-to-nation relationship with Indigenous peoples based on a recognition of rights, respect, cooperation and partnership. This commitment exists within the context of litigation and beyond. Canada endeavours to embody these principles as it assists the Specific Claims Tribunal (the “Tribunal”) in its task of adjudicating matters brought before it.
2. Canada favours resolving claims made by Indigenous peoples through negotiation and settlement. Canada will consider all appropriate forms of resolution regarding this Declaration of Claim (the “claim”).
3. Canada did not breach any legal obligations to Hollow Water First Nation (“Hollow Water”) when it provided for a lower initial payment and land quantity in Treaty 5 than it provided under Treaties 3, 4, and 6 through 10 (“disparity portion” of the claim). Canada did not have a legal obligation to ensure treaty parity. Each treaty was negotiated in its own circumstances and reflects factors specific to the parties to that treaty. No two treaties are fully identical. The treaty relationships between Canada and all treaty First Nations are of greatest importance, notwithstanding that there is variation between the terms of the treaties.
4. Canada acknowledges that the Honour of the Crown is always at stake in its dealings with Indigenous peoples. In the circumstances of this case, Canada’s conduct in negotiating the treaty upheld the Honour of the Crown.
5. Canada acknowledges that its relationship with Hollow Water is a fiduciary one and that, in certain circumstances, the relationship may give rise to and require the performance of specific fiduciary duties by Canada. In this case, Canada fulfilled its fiduciary duty owed to Hollow Water. Canada did not breach any obligations prior to entering a treaty with Hollow Water by allowing timber operations to operate on Hecla Island, which Hollow Water asserts was its traditional territory, and by reserving Hecla Island for Icelandic immigrants (“wrongful alienations portion” of the claim). Canada did not breach any obligations or cause any loss to

Hollow Water by not setting aside Hollow Water Reserve No. 10 by 1877 (“Reserve No. 10 portion” of the claim).

6. The Tribunal may not have jurisdiction to adjudicate all or part of the claim because it may not fit within any of the grounds enumerated in section 14 of the *Specific Claims Tribunal Act*, SC 2008, c 22 (“*SCTA*”), and may be excluded by section 15 of the *SCTA*. The disparity portion effectively seeks to amend the terms of the treaty, which is outside of the scope of the *SCTA*. It is difficult to extricate the Reserve No. 10 portion and the wrongful alienations portion from the disparity portion.

#### **I. Status of Claim**

7. With respect to paragraphs 3 through 5 of the claim, Canada agrees that on June 28, 2021, Hollow Water submitted a claim to the Minister. Further, on December 22, 2021, Canada notified Hollow Water that the assertions contained in the claim did not fit within the scope of the *Specific Claims Policy and Process Guide*.
8. On January 17, 2023, Hollow Water filed this claim with the Tribunal.
9. Canada acknowledges that Hollow Water does not seek compensation in excess of \$150 million for the purposes of this claim, as stated in paragraph 6 of the claim.

#### **II. Canada’s Position Regarding the Validity of the Claim**

10. In response to paragraph 7 of the claim, this claim does not fall squarely within any of the enumerated grounds in section 14 of the *SCTA* and aspects of the claim may be excluded by section 15 of the *SCTA*. Accordingly, it is unclear that the Tribunal has jurisdiction over the claim.
11. Regardless of the jurisdiction issues, Canada’s position is that this claim is not valid.
12. Canada did not breach any legal obligation in negotiating the terms of Treaty 5 and in setting aside reserve land for Hollow Water.

### **III. Canada's Position Regarding Assertions of Fact in the Declaration of Claim**

13. In response to the whole of the claim, and to paragraphs 8 through 93 in particular, Canada states that Hollow Water has pleaded evidence contrary to Rule 39 of the *Specific Claims Tribunal Rules of Practice and Procedure*, SOR/2011-119. Despite this, Canada has attempted to respond to the claim in a substantive manner.
14. The facts underlying this claim date back to the nineteenth century. As this claim proceeds and Canada obtains more information, it will review its position on assertions of fact and work cooperatively with Hollow Water towards an agreed statement of facts and / or amend this Response as appropriate.

#### The Claimant

15. In response to paragraphs 1 and 2 of the claim, Canada agrees that Hollow Water is a First Nation within the meaning of section 2(a) of the *SCTA*. Canada also agrees that Hollow Water Reserve No. 10 is located in the Province of Manitoba, and Hollow Water is a signatory to Treaty 5.

#### Traditional Territory of Hollow Water

16. In response to paragraph 8, Canada agrees that the people of Hollow Water are Anishinaabe and were considered by the Crown to be part of the "Lake Winnipeg Saulteaux."
17. In response to paragraph 9, Canada has insufficient information at this time to confirm Hollow Water's traditional territory.
18. In response to paragraph 10, Canada has insufficient information at this time regarding whether the Lake Winnipeg Anishinaabe were well established in their asserted territory in the late eighteenth century.

#### Legislative and Political Framework for Canada's Westward Expansion

19. In response to paragraph 11, Canada agrees that the northwestern boundary of the Dominion of Canada extended to the Lake Superior watershed when the

*Constitution Act, 1867* ((UK), 30 & 31 Vict, c 3, reprinted in RSC 1985, Appendix II, No. 5 [*Constitution Act, 1867*]) was proclaimed on July 1, 1867. Canada also agrees that the Hudson's Bay Company (the "HBC") claimed portions of western Canada, known to the Crown as Rupert's Land, under *The Royal Charter for Incorporating the Hudson's Bay Company*.

20. In response to paragraph 12, Canada agrees that Rupert's Land was important to the Dominion Government's goal to build a transcontinental railway, to attract settlers to the west, and to establish a national presence in the west. Canada further agrees that the Lake Winnipeg region was an important transportation route linking Manitoba with the North-West territories.
21. In response to paragraph 13, Canada agrees that, in December of 1867, the Senate and House of Commons made a joint address to Her Majesty the Queen regarding the transfer of Rupert's Land and the North-Western Territory to Canada (the "1867 Joint Address"). The 1867 Joint Address proposed that, once the land was transferred, "the claims of Indian Tribes to compensation for lands required for purposes of settlement will be considered and settled in conformity with equitable principles which have uniformly governed the British Crown in its dealings with the Aborigines." The 1867 Joint Address later formed Schedule A of the *Rupert's Land and North-Western Territory Order* (Item 3 of Schedule to the *Constitution Act, 1982*, reprinted in RSC 1985, Appendix II, No 9 ["1870 Order"]).
22. In response to paragraph 14, on July 31, 1868, the British Parliament passed the *Rupert's Land Act* (1868, 31-32 Vict., c. 105 (U.K.) [*Rupert's Land Act, 1868*]). The *Rupert's Land Act, 1868* did not itself set the terms by which HBC surrendered Rupert's Land for admission into Canada, but empowered the Crown, by subsequent Order-in-Council, to admit Rupert's Land into the Dominion of Canada upon the arrangement of such terms and their embodiment in a second address by both houses of the Canadian Parliament. The *Rupert's Land Act, 1868* was necessary, doubts having arisen about Britain's ability to act upon that part of the 1867 Joint Address requesting transfer of Rupert's Land from the United Kingdom to Canada, as HBC had not yet relinquished its rights over that area.

24. In further response to paragraph 14, Canada clarifies that the “Details of Agreement between the Delegates of the Government of the Dominion and the Directors of the Hudson’s Bay Company” were dated March 22, 1869. Clause 8 of this agreement relieved the HBC of responsibility for compensating “Indian” claims for land, such claims to be disposed of instead by the Canadian government. This agreement was included in the requisite second Joint Address of the Canadian Parliament in May of 1869 (the “1869 Joint Address”), which later formed part of Schedule B of the *1870 Order*.
25. In further response to paragraph 14 and in response to paragraph 15, Canada agrees that the *1870 Order* was enacted on June 23, 1870. By the terms of the *1870 Order*, Rupert’s Land and the North-Western Territory, as separately addressed therein, were transferred to the Dominion of Canada, effective July 15, 1870. In exchange for Rupert’s Land, the HBC was granted payment of £300,000 and allowed to retain certain lands around trading posts and within the “Fertile Belt”, as defined therein. The 1867 Joint Address formed Schedule A and the 1869 Joint Address formed part of Schedule B to the *1870 Order*.
26. In response to paragraph 16, Canada does not agree that section 146 of the *Constitution Act, 1867* adopted the *1870 Order*, which came after it, and says that the 1869 Joint Address, as included in the *1870 Order*, contained the terms and conditions for the union of Rupert’s Land with the Dominion of Canada. Even if the terms and conditions embodied in the 1867 Joint Address remained applicable to Rupert’s Land, there was not a substantive “undertaking” by the Crown to compensate First Nations equally and identically across various treaties for their lands required for settlement, in the way implied by the claim.
27. In response to paragraph 17, Canada agrees that, by operation of section 146 of the *Constitution Act, 1867*, the *1870 Order* had the same effect as if it had been enacted by the Parliament of the United Kingdom of Great Britain and Ireland.
28. In response to paragraph 18, Canada agrees that the *1870 Order*, including the 1867 and 1869 Joint Addresses, forms part of the Constitution of Canada, by operation

of subsection 52(2)(b) of the *Constitution Act, 1982* (being Schedule B to the Canada Act 1982 (UK), 1982, c 11 [*Constitution Act, 1982*]). The *1870 Order* is item 3 in the Schedule to the *Constitution Act, 1982*.

29. In response to paragraph 19, Canada agrees that *An Act Respecting the Public Lands of the Dominion* (SC 1872, c 23 [*Dominion Lands Act, 1872*]), which applied to Manitoba and the Northwest Territories, established a homestead policy to grant up to 160 acres of land under certain conditions. Canada further agrees that section 42 exempted provisions relating to the settlement of agricultural lands, the lease of timber lands, and the purchase and sale of mineral lands from applying to land where “Indian title” had not been extinguished.

#### Natural Resources and the Icelandic Reserve

30. In response to paragraph 20, Canada currently has insufficient information to determine whether it made dedicated efforts to assess the value of natural resources in this region circa 1872. Canada was aware of potential mineral and timber locations around Lake Winnipeg and Lake Manitoba by approximately 1874.
31. In response to paragraph 21, Canada agrees that sawmills and lumber camps were commercially operational in the Lake Winnipeg region, and that Lake Winnipeg was used to send lumber to Selkirk and Winnipeg. However, government regulation of the timber trade existed in the 1870s. Canada does not have sufficient information to assess whether the timber trade could be fairly described as “a low-cost, get-rich scheme” at this time.
32. In response to paragraph 22, Canada agrees that the *Winnipeg Free Press* reported on August 24, 1874 that Ross & Co. had begun operating a sawmill on “Big Island”. However, it is unclear whether this article’s reference to the “Big Island” was a reference to Hecla Island.
33. In response to paragraph 23, Canada agrees that Lachlan Kennedy reported in his 1874 survey that Black Island was claimed by about six families “of Indians” encamped at Drumming Point. Kennedy reported that they were unaware of his

survey but permitted the survey to continue upon being provided flour and an assurance that their claim would be reported to the government.

34. Beyond paragraph 23, several paragraphs of the claim discuss evidence with respect to “Big Island”. As noted below, Canada has insufficient information to confirm whether the “Big Island” referred to in those paragraphs is Hecla Island in those particular instances, or a reference to Black Island; both are large islands in Lake Winnipeg, located close together.
35. In response to paragraph 24, Canada agrees that Chief *Ka-ka-kee-pe-ness*, also known as Chief Hardisty, met with second Lieutenant-Governor of Manitoba and the North West Territory, Alexander Morris (Morris), in the summer of 1874. Canada is also presently unaware of a record of the meeting discussions.
36. In response to paragraph 25, Canada agrees that Morris met with Thickfoot at Dog Head Point on September 28, 1875. According to Morris, Thickfoot informed him that “the Island Indians at Big Island, Black Island, Wapang and the other islands in the vicinity had no chief,” and that their population numbered 128 people. Canada has insufficient information to confirm whether “Big Island” referred to Hecla Island in this instance.
37. In response to paragraph 26, Canada agrees that Order-in-Council P.C. 1875-0987 was passed on October 8, 1875, granting a land reserve to Icelandic immigrants encompassing Hecla Island (referred to as “Big Black Island” therein). This occurred prior to the adhesion of the Big Island Band to Treaty 5 on July 26, 1876. Canada agrees that fishing and agricultural opportunities influenced the selection of the Icelandic reserve. Canada does not presently have sufficient information regarding the Dominion government’s awareness of Indigenous claims pertaining to Hecla Island at this time.
38. In further response to paragraph 26 and in response to paragraph 27, Order-in-Council P.C. 1875-0987 provided the following description of the land reserve it granted:

[...] tract bounded by the South and Northern boundary of the Province of Manitoba, to the North by the Seventh Base Line, to the East by Lake Winnipeg, and to the West by the Eastern boundary of the Second Range, East of the Principal Meridian embracing townships Nos. 18 to 24, inclusive in the Third and Fourth Ranges, east, also Big Black Island and the small islands lying between it and the said Coast.

Information currently in Canada's possession indicates that the Icelandic reserve was approximately 261,684 acres (1059 km<sup>2</sup>), and Hecla Island is approximately 38,054 acres (154 km<sup>2</sup>). The acreage of modern-day Hecla/Grindstone Provincial Park – which encompasses a peninsula of land and a series of islands, one of which is Hecla Island – is approximately 267,862 acres (1084 km<sup>2</sup>).

39. In response to paragraph 28, Canada agrees that on October 19, 1875, Icelandic Agent John Taylor wrote to Morris and reported 285 Icelandic settlers were immigrating to the new reserve. Canada further agrees that Taylor asked for a letter from Morris to the “Indians as promised.” Canada is also presently unaware of the existence or location of this letter.
40. In response to paragraph 29, Canada agrees that “Ka-ka-kee-pe-ness of Big Island” (Chief Hardisty) met with Morris on July 5, 1876. He requested a reserve on “Big Island” or alternatively on the east side of Lake Winnipeg at High Bluff River opposite “Big Island”. Morris advised that he could not grant the reserve request at Big Island but that he would provide an answer “when the Indians met” in relation to the reserve request on the east side of Lake Winnipeg. Chief Hardisty promised to “warn the Indians” of their discussions.
41. In response to paragraph 30, Canada agrees that a newspaper reported in September of 1876 that First Nations did not want to give up their claim to “Big Island” to settlers. The newspaper also opined that Big Island was probably the best spot on Lake Winnipeg for timber and agriculture. However, Canada has insufficient information at this time regarding whether this article referred to modern-day Hecla Island as Big Island.
42. In response to paragraph 31, Canada agrees that on December 31, 1880, Taylor reported that many Icelanders planned to leave the reserve due to crop failure

caused by bad weather, despite encouraging winter fishing. Canada further agrees that Order-in-Council P.C. 1897-2306 rescinded Order-in-Council P.C. 1875-0987, making the Icelandic reserve available for sale and settlement.

43. In response to paragraph 32, Canada agrees that Hecla Island, Black Island, and Deer Island today form part of the Hecla-Grindstone Provincial Park of Manitoba.

Treaty 5 and Crown Instructions (1872 – 1875)

44. In response to paragraph 33, Canada currently has insufficient knowledge of whether Lake Winnipeg Bands considered the settlement and taking up of their traditional lands and homes to be inevitable.
45. In response to paragraph 34, hunting and fishing remained largely viable activities in the wooded country north of Treaties 1 and 2 in the 1870s. By 1876, Canada was aware that the deployment of steamboats in Lake Winnipeg was affecting Indigenous families who had previously been employed to convey goods by boat.
46. In further response to paragraph 34 and in response to paragraph 35, on November 14, 1888, Superintendent Inspector of Indian Agencies, Ebenezer McColl (McColl), reported that commercial fishing operations were affecting First Nations who relied on the Lake Winnipeg fisheries for sustenance. The 1890 year-end report for the Berens River Agency stated that as fishing and hunting grounds were becoming less plentiful, First Nations within the Agency were looking to the Department for assistance in clothing and provisions.
47. In response to paragraph 36, Canada has insufficient knowledge at this time to address Treaty 5 Nations' hopes and motivations for entering a treaty with the Crown. Canada agrees that Treaty 5 Nations inquired about entering treaties, and related land, agricultural supports and implements, from approximately 1871 to 1874.
48. In response to paragraph 37, Canada agrees that on May 31, 1875, Morris stated that the progress of steam navigation, missions, saw milling, and the discovery of minerals near Lake Winnipeg meant that Treaty 5 should be "made without delay."

Canada further agrees that on April 24, 1875, Morris suggested the Department comply with a request to provide agricultural implements to encourage a “civilized mode of life”.

49. In response to paragraph 38, Canada agrees that in 1880, Morris wrote that the necessity for Treaty 5 “had become urgent”. Morris recognized that a tramway had been built at Grand Rapids, and he characterized Lake Winnipeg as a “large and valuable sheet of water”, which the Red River flows into, and which connects with the Nelson River to Hudson Bay.
50. In response to paragraph 39, Canada agrees that Minister Laird (Laird) wrote that important reasons to enter into Treaty at Lake Winnipeg included: the establishment of steam navigation; the establishment of Lake Winnipeg and the Saskatchewan River as principal thoroughfares; indications of minerals and timber; agricultural potential in certain areas; and so that settlers and traders might have undisturbed access to the Lake.
51. In response to paragraphs 40 and 41, Canada agrees that Laird stated it was essential that “Indian title” be extinguished and that prompt negotiations take place with First Nations on both sides of Lake Winnipeg. Laird appointed Morris and James McKay as Commissioners for Treaty 5 on July 17, 1875.
52. In response to paragraphs 42 and 43, Canada agrees that, by August 1875, it had received multiple inquiries from Treaty 5 Nations about entering treaties and related reserves. On August 10, 1875, Laird instructed Morris, if possible, to consult with First Nations to select reserves immediately upon the conclusion of the Treaty. Laird instructed that annuities and gratuities should be no larger than five dollars as provided for in Treaties 1 and 2, based on the comparatively small area of ceded land and the fact that Canada did not require the land for immediate railroad or other public use. Laird’s instructions did not provide for reserve size.
53. In response to paragraph 44, Canada agrees that Treaty 5 territory covered approximately 100,000 square miles of central Manitoba in 1875 and 1876. Canada

agrees this was more than Treaty 3 (55,000 square miles) and Treaty 4 (75,290 square miles).

54. In response to paragraph 45, Canada agrees there is a document that appears to be a draft fragment of Treaty 5 in Morris' personal papers, in which "one square mile" is crossed out.
55. In response to paragraph 46, Canada agrees that Morris wrote that the difficulty of entering treaties intensified when a large number of First Nations assembled, who were not previously in the habit of meeting together. He stated that it was better to address First Nations separately and at the places where they were accustomed to meeting. Canada agrees that the Treaty 5 Commissioners visited First Nations or groups of First Nations by steamboat at or near their places of residence to address Treaty 5.
56. In response to paragraph 47, the Crown discussed prospective reserve locations in its meetings with the various Treaty 5 First Nations immediately following the conclusion of the main treaty terms, and these locations were included in the text of Treaty 5 and for many of its adhesions, although not in the one signed at Dog Head.

#### Signing of Treaty 5 and Hollow Water Adhesion (1875 - 1876)

57. In response to paragraph 48, Canada agrees that Morris entered Treaty with the First Nations at Berens River on September 20, 1875, the First Nations at Norway House on September 24, 1875, and the First Nations at Grand Rapids on September 27, 1875.
58. In response to paragraph 49, Canada agrees that the Berens River treaty documents included the treaty at Norway House. However, Canada has insufficient knowledge to confirm whether "the treaty as signed must have been completed as written sometime after 24 September 1875." While not every adhesion to Treaty 5 mirrors the wording of the Berens River/Norway House text, all Treaty 5 adhesions contained similar text.

59. In response to paragraph 50, Canada agrees that on June 7, 1876, Morris wrote to Laird requesting the completion of Treaty 5, including taking treaty from the “Island Indians” and those at The Pas. On July 14, 1876, Morris instructed Thomas Howard and J. Lestock Reid to take adhesions to Treaty 5 and to promise 160 acres per family of five and an annuity of \$5.00.
60. In response to paragraph 51, Canada agrees that on July 26, 1876, the Big Island, Blood Vein River, Dog Head, and Jack-Fish Head Bands signed an adhesion to Treaty 5 at Dog Head. *Ka-tuk-e-pin-ais*, also known as Chief Hardisty, signed on behalf of the “Big Island” Band, which appears to be a reference to Hollow Water. Negotiations lasted from 3 p.m. on July 25, 1876 to the evening of July 26, 1876 and included the election of Council.
61. In response to paragraph 52, Howard and Reid reported to Morris on the adhesion at Dog Head on October 10, 1876. They noted that the Island Bands were distinct but they required the Bands to elect one Chief and three Councillors. Howard and Reid did not say this was done to save on costs of a Chief and Council for each Band. The Bands elected a Chief from the Bloodvein Band and Councillors from the Big Island, Doghead, and Jack-Fish Head Bands, by a majority vote.
62. In response to paragraph 53, Canada agrees that Howard and Reid noted that *Ka-tuk-e-pin-ais* refused to accept treaty unless he was recognized as Chief of the Island Bands. The Commissioners did not accept that Morris had promised *Ka-tuk-e-pin-ais* he would be Chief. They also wrote that the majority of the twenty-two families from the Big Island Band had already effectively agreed to treaty by receiving annuities with the St. Peter’s Band since 1870.
63. In response to paragraph 54, Canada currently has insufficient knowledge of Hollow Water’s “core traditional territory.” Canada agrees that the text of Treaty 1 set out prospective reserve locations for signatory First Nations, and that Treaty 1 First Nations spent multiple days negotiating for significant land for reserves during Treaty 1 negotiations.

64. In response to paragraph 55, *Ka-tuk-e-pin-ais* told the Commissioners that, with the exception of one or two people who did not want him to sign the Treaty unless it was agreed “Big Island” would be set aside as their reserve, most of his people wanted him to sign. The Commissioners then told *Ka-tuk-e-pin-ais* that “Big Island” was not open for reserve, and unless he and his people agreed, “they might return to their homes.” Canada has insufficient information at this time to confirm their relationship to Big Island, whether Hecla Island or Big Island were their homes, and whether Big Island was consistently used to refer to Hecla Island in this context.
65. In response to paragraph 56, the Treaty 5 Commissioners did not have instructions to promise the Island Bands’ requested reserve locations, but the Commissioners advised the Bands that they felt the Government would grant their requests to set aside reserves at their desired locations.
66. In response to paragraph 57, Canada agrees that, following their adhesion to Treaty 5, the “Big Island Band” relocated to the mouth of the Hollow Water River across from Black Island on the east shore of Lake Winnipeg. Canada currently has insufficient information regarding how Crown actions and other factors may have affected this relocation.

#### Reports of Treaty 5 and Other Numbered Treaties (1871 – 1930)

67. In response to paragraph 58, Canada currently has insufficient information to comment on the number of official records and published third-party accounts regarding the substance of the Treaty 5 discussions.
68. In response to paragraph 59, Canada agrees that Egerton Ryerson Young signed Treaty 5 at Berens River as a witness. Young’s October 9, 1875 diary entry states his understanding that a reserve of twelve miles square had been set apart for the Berens River Band, and 160 acres had been set apart for his church property. Canada has insufficient knowledge regarding whether this third party account was “exceptional”.

69. In response to paragraph 60, Canada agrees that, according to Dominion Land Surveyor J.P.L. O'Hanly, Chief Berens claimed he had accepted treaty on the basis that a reserve was promised of "twelve miles square, to extend twelve miles up the Berens River and six miles back from the river on either side". O'Hanly reported that the Berens Band felt they were taken advantage of because they could not read or write.
70. In response to paragraph 61, Canada agrees that Morris reported that negotiations regarding a reserve were difficult, but the Berens Band agreed to accept their terms of Treaty after seven hours of negotiations.
71. In response to paragraph 62, on October 10, 1875, Commissioner Howard reported that he had met with The Pas, Cumberland, and Moose Lake Bands at The Pas. Howard reported the Bands had heard of the terms granted to the First Nations at Fort Carlton and that this affected negotiations. The Bands accepted treaty once Howard agreed to give them reserves at their desired locations, subject to government approval, and upon being advised that the land in Treaty 6 had greater value to settlers.
72. In response to paragraph 63, Canada agrees that, on December 17, 1873, members of The Pas Band wrote to Morris inquiring whether their land would be purchased "the same as the Manitoba Indians and those at the Rainy River". However, Canada has insufficient knowledge regarding what understanding of treaty terms this statement demonstrates on the part of its writers.
73. In response to paragraph 64, Canada agrees that Morris responded to the above letter on January 8, 1874. However, Canada has insufficient knowledge at this time regarding the impact of Morris' letter upon its readers, and whether there was any misunderstanding regarding previous treaty terms.
74. In response to paragraph 65, Canada presently has insufficient knowledge regarding what insights, if any, can be gleaned from the commissioner statements made at Treaties 1 and 4, and Morris's communications with The Pas Band in 1874. Canada

agrees that Morris served as one of the treaty commissioners for Treaties 3, 4, 5 and 6.

75. In response to paragraphs 66 and 67, Canada agrees that Morris told Treaty 4 First Nations the Crown would deal “generously with all her children”, treat them fairly, justly, with their “good at heart” and make them “good offers”. Morris further stated that the “Queen acts in daylight”, he had nothing to hide or conceal, and that Treaty 4 Nations should trust his words as coming from the heart of one who “loves the Indian people”.
76. In response to paragraph 68, Morris explained to Treaty 4 First Nations the reasons for and differences between the terms of Treaty 3 and the terms offered for Treaty 4. However, a “principle of non-discriminatory treatment” was not considered in the way implied by paragraph 68.
77. In response to paragraph 69, Canada agrees that Commissioner Archibald told Treaty 1 First Nations that the Queen “can do for you no more than she has done for her red children in the East”, as “that would be unjust for them.” He added that the Queen “will not do less for you because you are all her children alike, and she must treat you all alike”.
78. In response to paragraph 70, it was reported at the time that Chief Henry Prince and Archibald made statements to these effects. According to that report, Archibald suggested that Treaty 1 would have better terms than Treaty 3, the Robinson-Huron Treaty, and treaties in Minnesota “or elsewhere in the States”. The reserve land provided for in Treaty 3 (640 acres per family of five) was greater than reserve land under Treaty 1. The Robinson-Huron Treaties did not stipulate a formula like the numbered treaties, but its reserves are comparatively large. Canada presently has insufficient knowledge to address the terms of treaties in the “Minnesota region” or the broader United States.
79. In response to paragraph 71, Treaty 1 was signed on August 3, 1871 and Treaty 2 on August 21, 1871. Canada agrees that Archibald was one of the Treaty

Commissioners for both Treaty 1 and Treaty 2. Canada agrees that Treaty 2 First Nations knew and expected to receive the same terms as in Treaty 1.

80. In response to paragraph 72, Canada agrees that Treaties 1, 2 and 5 cover a majority of Manitoba. These treaties also provide for a reserve allotment of one-quarter section of land (160 acres) per family of five, and initial gratuities of \$3.00 (Treaties 1 and 2) and \$5.00 (Treaty 5).
81. In response to paragraph 73, on August 19, 1876, Morris told those Treaty 6 First Nations gathered at Fort Carlton that the Crown wished to give them “as much or more of the land than you need”. Canada agrees that Treaty 6 was signed at Fort Carlton on August 23, 1876, approximately one month after Chief Hardisty adhered to Treaty 5 on behalf of the Big Island Band on July 26, 1876.
82. In response to paragraph 74, Canada agrees that there was a large gathering of Saulteaux and Cree people at the signing of Treaty 6 at Fort Carlton. However, the degree to which this differed from the approach that Morris had recommended and followed regarding Treaty 5 is a matter for argument.
83. In response to paragraph 75, Canada agrees that a second signing of Treaty 6 occurred at Fort Pitt on September 9, 1876 before a large gathering of people. Morris informed the First Nations of the signing at Fort Carlton and offered the same terms. As in Treaties 3 and 4, Morris offered one square mile of land (640 acres) per family of five and an initial gratuity of \$12.00 per person.
84. In response to paragraph 76, Canada agrees that on March 27, 1877, Morris wrote to the Minister of the Interior that “the provisions of Treaty 5 are far less onerous than the other Treaties because the circumstances are different.”
85. In response to paragraph 77, Canada agrees that in 1880, Morris wrote that Treaty 3 “was one of great importance, as it tranquilized the large Indian population affected by it, but eventually shaped the terms of all the treaties, four, five, six and seven - who speedily became apprised of the concessions which had been granted to the Ojibbeway nation.”

86. In response to paragraph 78, Laird's Annual Report dated January 31, 1876 states the terms of Treaty 5 were "almost identical" to Treaties 3 and 4, except for the land quantity granted and initial gratuity provided. Laird's report did not state that Treaty 5 is an "outlier".
87. In response to paragraph 79, Canada agrees that Treaties 8, 9, and 10 cover parts of British Columbia, the Northwest Territories, Alberta, Saskatchewan and Ontario, and they were signed between 1899 and 1930. These treaties included reserve allotments of one square mile per family of five. While Treaties 8 and 10 provided for an initial gratuity of \$12.00, the Treaty 9 gratuity was \$8.00.

Treaty 5 Adhesions: 1907-1910

88. In response to paragraph 80, between 1907 and 1910, adhesions to Treaty 5 were made covering present-day northern Manitoba, which provided for the same reserve allotment and initial gratuity terms as the 1875 signing of Treaty 5. Canada agrees that some First Nations adhered to Treaty 5 after the initial signings of Treaty 10 in 1906 and 1907.
89. In response to paragraph 81, government officials discussed whether treaty adhesions of northern Manitoba First Nations should be under Treaty 5 or Treaty 10. Canada currently has insufficient knowledge regarding the reason(s) why government officials settled on Treaty 5.
90. In response to paragraph 82, Canada agrees that on May 12, 1908, John Semmens (Semmens) was appointed as Commissioner for Treaties 5 and 10 in addition to his role as Inspector of Indian Agencies. Canada further agrees that Semmens provided translations of Treaty documents in certain instances.
91. In response to paragraph 83, Canada agrees that Semmens was instructed to take Treaty 5 adhesions, but Canada presently has insufficient information on the limits of these instructions. Canada agrees that the last adhesion to Treaty 5 during this period was in 1910.

Setting Aside and Adding to Hollow Water's Reserve (1880 – 1930)

92. In response to paragraph 84, on December 31, 1877, Deputy Superintendent General of Indian Affairs Lawrence Vankoughnet reported that, during the previous year, reserves were surveyed under the Surveyor-General's instructions for several interested Bands under Treaty 5 and other treaties. Canada agrees that Hollow Water was not among the Treaty 5 First Nations whose reserves had been surveyed.
93. In response to paragraph 85, Canada agrees that, in 1877, a surveyor conducted surveys for the benefit of the Dog Head Band, although it was not then referred to as "Dog Head Indian Reserve No. 11". Canada also agrees that the surveyor wrote that he had surveyed 1,357 acres, and he understood this to be a shortfall of 19 acres.
94. In response to paragraph 86, Canada agrees that, in the Annual Report of the Department of Indian Affairs, for the year ending December 31, 1880, McColl, Inspector of Indian Agencies, stated that a councillor of Hollow Water was desirous of having his reserve surveyed, as "lumbermen" were cutting timber in the vicinity.
95. In further response to paragraph 86, Canada agrees that, in the Annual Report of the Department of Indian Affairs for the year ending December 31, 1881, A. McKay, Indian Agent, reported that Hollow Water wanted their reserve to be surveyed as soon as possible. In the same report, McColl wrote the Band had complained that lumber dealers were trespassing upon their reserve, and asked that it be surveyed.
96. In response to paragraph 87, Canada agrees that Thomas G. Green began surveying Hollow Water Reserve No. 10 on October 3, 1884, and that he surveyed a total of 3,574 acres. Canada agrees that Green wrote to the Superintendent General of Indian Affairs in a letter dated March 9, 1885, stating that he had surveyed "what may be called a third class reserve, as the greater part of the allotment at this place is useless for arable purposes, and the heavy timber has been cut by Dick & Co. who own, & until last autumn operated, a saw mill at the outlet of the above named river." Green continued: "Mostly all good land is to be found at the banks of the Hole River, but some good land of small areas in detached portions may be found

towards the South West part of Reserve.” Canada agrees that Order-in-Council P.C. 1916 - 2518, dated October 14, 1916, confirmed and set apart 3,574 acres, more or less, for the Hollow Water Indian Reserve.

97. In response to paragraph 88, Canada is currently in possession of records indicating that Loon Straits Indian Reserve No. 11 was surveyed at 1.77 square miles in 1884, equivalent to approximately 1132.8 acres. Later documentation states that Loon Straits Indian Reserve No. 11 comprised an area of 1135 acres.
98. In further response to paragraph 88, Canada agrees that, according to an 1879 report of Angus McCay, Indian Agent, residents at Dog Head reserve found it to be unfit for farming purposes and too rocky. By 1890, Dog Head Reserve No. 11 had been abandoned, and Loon Straits had been provided in lieu thereof.
99. In response to paragraph 89, Canada has insufficient information to confirm a shortfall in 1884 of the Loon Straits Indian Reserve No. 11 A, as described and rounded up in the claim. Canada therefore cannot presently assess what share of this amount might be apportioned to Hollow Water.
100. In response to paragraph 90, Canada agrees that, in 1918, representatives of the Hollow Water, Blood Vein and Jack Head Bands signed a surrender of the Loon Straits Indian Reserve No. 11, described therein as 1135 acres, more or less, “to be exchanged for three portions of land to be added to our reserves, of areas proportionate to our numbers, and together equal to the area hereby surrendered.”
101. In response to paragraph 91, Canada agrees that, in 1926, additional land was surveyed for Hollow Water Indian Reserve No. 10, among other reserves. Records from 1928 confirm that 446.10 acres were surveyed for Hollow Water Reserve No. 10, and later records indicate that this acreage was calculated based on Hollow Water’s 1922 population. Canada agrees that, in 1930, Order-in-Council P.C. 1930-918 added a total, by admeasurement, of 446.10 acres, more or less, to Hollow Water Reserve No. 10. Canada agrees that 446.10 acres, combined with the 3,574 acres set aside by Order-in-Council 1916-2518, comprise a total of 4,020.10 acres.

102. In response to paragraph 92, Canada agrees that, in 1928, Henry J. Bury, Supervisor of Indian Timber Lands, described Hollow Water Reserve No. 10 as 3,574 acres total, comprising 2,000 acres of “good land”, 700 acres of marsh, 500 acres of rock and 300 acres of swamp land.
103. Paragraph 93 is argument, not fact. There is not a land shortfall with respect to Hollow Water Reserve No. 10. Canada did not have an obligation to set aside Hollow Water’s reserve using the one square mile per family of five formula. Canada did not have an obligation to factor any Dog Head / Loon Straits surveying shortfalls into the 1926 addition, which was based on Hollow Water First Nation’s 1922 population.

The Crown did not fail to meet or otherwise breach a lawful obligation

104. In response to paragraph 94, Canada agrees that the terms of Treaty 5 provided one quarter the land acreage compared to the terms of Treaty 3 (October 1873) and Treaty 4 (September 1874). However, Canada did not have an obligation to ensure treaty land parity. Different treaty terms were negotiated for different reasons in different areas. Canada agrees that some Treaty 5 First Nations wanted to farm. Canada knew that there was muskeg / swampland in some of the Lake Winnipeg region, specifically, in the area where the Berens River Band wished to reside.
105. In response to paragraph 95, the text of Treaty 5 does not acknowledge that the Lake Winnipeg region included a significant amount of muskeg / swamp. Furthermore, the clause in Treaty 5, which provides for a reasonable addition to be made for the presence of swamp land, applied to Berens River only.
106. In response to paragraph 96, Dominion Land Surveyor Thomas D. Green indicated with respect to his surveys of Treaty 5 reserves that in most cases the actual number of acres allotted surpassed the actual number of acres required to make allowances for marshes and other wastelands. On October 3, 1884, Hollow Water Reserve No. 10 was surveyed as 3,574 acres. Canada has insufficient information to confirm Hollow Water’s population in 1884. In July of 1928, Bury re-surveyed Hollow

Water Reserve No. 10 as 3,574 acres, indicating it contained 2,000 acres of good land, 700 acres of marsh, 500 acres of rock and 300 acres of swamp.

107. In response to paragraph 97, Canada has insufficient information at this time to address whether Laird or Morris did not give a reason for the land quantum difference between Treaty 5 and the other numbered Treaties signed immediately before and after Treaty 5. However, Laird instructed that annuities and gratuities be no larger than five dollars, as provided for in Treaties 1 and 2, based on the comparatively small area of ceded land and the fact Canada did not require the land for immediate railroad or other public use.
108. In response to paragraph 98, the differences between the terms of Treaty 5 and other treaties are not arbitrary.
109. In response to paragraphs 99 through 101, Canada negotiated Treaty 5 in smaller groups and at more than one location in part for the convenience of Indigenous peoples. This phased approach was also an aspect of negotiations for Treaty 3, 4 and 6. The speed in which Treaty 5 and its adhesions were signed was appropriate for the times.
110. In further response to paragraph 101, it is not unusual to have limited records or limited surviving records from the nineteenth century. The terms of Treaty 5 were adequately explained and understood.
111. In response to paragraph 102, Canada has insufficient knowledge at this time to comment on the extent of the following, but some Treaty 5 First Nations and members spoke, wrote and read English, were familiar with western concepts of land size, had independent advisors and had previous experience negotiating with the Crown.
112. In response to paragraph 103, the length of discussions was appropriate and consistent with the era in which they took place. The Commissioners presented the First Nations with fair, just and equitable terms.

113. In response to paragraph 104, Canada has insufficient information to confirm whether Treaty 5 Bands at The Pas believed the terms of Treaty 5 were the same as Treaty 1 and Treaty 3, and whether Morris had an opportunity, or an obligation, to address their beliefs.
114. In response to paragraph 105, during the September 8, 1876 adhesion meeting with the four First Nations gathered at The Pas, the various chiefs noted they had heard of the treaty (No. 6) concluded ten days earlier at Fort Carlton. Like Treaties 3 and 4, Treaty 6 provided for reserves based on 640 acres per family of five. Commissioner Howard reported this acted “most prejudicially” to his mission, but convinced them to sign by explaining the land they were giving up was “useless to the Queen,” whereas the lands within Treaty 6 were of value to her as homes for “her white children”.
115. In response to paragraph 106, timeliness was important in completing Treaty 5, but not for the purpose of securing inferior terms. The Crown did not try to keep the First Nations “in the dark” or mislead them in any way.
116. In response to paragraph 107, the Crown appropriately negotiated the terms of Treaty 5 and did not seek to limit information available to Treaty 5 First Nations, whether it was material to negotiations or otherwise.
117. In response to paragraph 108, Hollow Water asked for a reserve on the “Big Island.” Canada currently has insufficient information to confirm that the “Big Island” was Hecla Island. Historical records are inconsistent regarding the location of the “Big Island.”
118. In further response to paragraph 108, *Ka-tuk-e-pin-ais* told the Commissioners that most of his people wanted him to sign the treaty. *Ka-tuk-e-pin-ais* only mentioned one or two people who did not want him to sign the Treaty unless it was agreed “Big Island” would be set aside as their reserve. The Commissioners then told *Ka-tuk-e-pin-ais* that “Big Island” was not open for reserve, and unless he and his people agreed, “they might return to their homes.”

119. In response to paragraph 109, Hollow Water was not made powerless to propose revised terms. Even if they refused the initial treaty terms as offered, it is unknowable whether Hollow Water would have been left “treaty-less, reserve-less, homeless, in abject poverty, and defenseless”.
120. In response to paragraph 110, the treaty negotiations with Hollow Water were conducted in good faith. Hollow Water represented its own interests and was not entirely dependent on the Crown during negotiations. The terms of Treaty 5 were fair, just and equitable.
121. In response to paragraphs 111 and 112, the assertions as pleaded may not fall within any of the grounds enumerated in section 14 of the *SCTA*, and aspects of these assertions may be excluded by application of section 15 of the *SCTA*. Regardless, Canada did not breach any legal obligations regarding the treaty negotiations and the resulting Treaty 5 land formula. Specifically:
  - a. The Treaty 5 land formula and the initial payment amount are different from that provided under other treaties because they are the result of different negotiations in different contexts. No two treaties are fully identical, nor was there any obligation upon Canada to negotiate identical terms.
  - b. Canada acknowledges that it had a duty to negotiate Treaty 5 in good faith, flowing from the honour of the Crown. Canada negotiated the terms of Treaty 5 in good faith and, at all times, its conduct upheld the honour of the Crown.
  - c. Neither the *1870 Order* nor section 146 of the *Constitution Act, 1867* created legal obligations owed by Canada to Hollow Water to the extent asserted in this claim.
  - d. Canada acknowledges that its relationship with Hollow Water is a fiduciary one and that, in certain circumstances, this relationship may give rise to and require the performance of specific fiduciary duties by Canada. However, Canada was not under a fiduciary obligation in treaty negotiations, and more

particularly, Canada was not under a fiduciary obligation to negotiate terms identical to those of other treaties.

- e. Treaty 5 First Nations, including Hollow Water, validly consented to the terms of Treaty 5 and obligations were not breached in obtaining that consent. Hollow Water adhered to Treaty 5 on July 26, 1876, and the solemn promises exchanged between the parties have bound them ever since.
122. In response to paragraph 113, Canada did not breach any legal obligation to Hollow Water with respect to Hecla Island. Furthermore, the *Dominion Lands Act, 1872*, the *1870 Order* and section 146 of the *Constitution Act, 1867* did not create any legal obligations on Canada to the extent asserted in this claim.
123. In response to paragraph 114, Canada did not breach any legal obligation to Hollow Water with respect to Hollow Water Reserve No. 10. Specifically:
- a. Crown actors did not have an obligation to follow instructions to the extent asserted in the claim. However, Crown instructions were followed.
  - b. Canada acknowledges that the Honour of the Crown is always at stake in its dealings with Indigenous peoples. In this case, Canada's conduct in setting aside Hollow Water Reserve No. 10 upheld the Honour of the Crown.
  - c. Canada acknowledges that its relationship with Hollow Water is a fiduciary one and that, in certain circumstances, the relationship may give rise to and require the performance of specific fiduciary duties by Canada. In this case, Canada fulfilled any fiduciary duty owed to Hollow Water.
124. In response to paragraph 115 of the claim, compensation is not owed to Hollow Water, as Canada upheld any legal obligations it may have had to Hollow Water in the circumstances of the facts giving rise to this claim. In the event the Tribunal finds compensation is owed, Canada states that any compensation must be assessed in accordance with prevailing legal principles and s. 20 of the *SCTA*.

#### **IV. Canada's Statement of Facts**

125. Canada relies upon the facts set out in section III.
126. The people of Hollow Water are Anishinaabe and were considered by the Crown to be part of the "Lake Winnipeg Saulteaux."
127. Canada took control over the region formally known as Rupert's Land via the *1870 Order*, pursuant to the process described at paragraphs 22 through 28 above.
128. Pre-treaty, several First Nations, known as the "Island bands", were known to frequent the islands and land in the area of what is known today as Hecla Island. The historical documents use inconsistent terms for the First Nation groups making up the "Island bands." The historical documents also use inconsistent terms for the multiple islands in the area. This makes it difficult to determine the history of Hollow Water, the uses of each island, and the history of Hecla Island in particular.
129. Treaty 5 was concluded with the Swampy Cree and Ojibwa peoples occupying the territory north of Treaties 1 and 2, on either side of Lake Winnipeg, and extending up the Saskatchewan River as far west as The Pas. The main articles of Treaty 5 were concluded with several First Nations assembled at Berens River on September 20, 1875, and at Norway House on September 24, 1875. These signatories included the Berens River, Poplar River, Norway House, Cross Lake and Fisher River communities. On September 27, 1875, the Swampy Cree signed an adhesion to Treaty 5 at Grand Rapids. On September 28, 1875, certain Island Lake First Nations assembled at Dog Head Point, a little south of Berens River, expressed interest in entering Treaty 5, and made arrangements with Morris to adhere the next summer. A series of adhesions were then taken the following summer and fall, including the July 26, 1876 adhesion at Dog Head with the "Island Indians", which included the band that came to be known as Hollow Water. While outside the relevant timeframe of this claim, multiple other northern First Nations adhered to Treaty 5 between 1908 and 2006.

130. Canada did not initially prioritize the quieting of Aboriginal title in the area covered by Treaty 5. Its settlement potential was considered limited, and the pending railway would soon overtake the water transportation route along Lake Winnipeg and its tributaries in terms of importance. Nevertheless, there were several important economic and public interests considered in the development of Treaty 5, including: livelihood concerns for the Swampy Cree at Norway House, safeguarding the Lake Winnipeg - Saskatchewan River navigation route while the Canadian Pacific Railway was being built, sawmill and logging activities along Lake Winnipeg, and reports of minerals in the area.
131. On March 27, 1877 Morris wrote to the Minister of the Interior noting that the “provisions of Treaty No. 5 were far less onerous than any of the other Treaties because the circumstances are different”.
132. While the general model remained consistent from one treaty to the next, no two treaties were fully identical. In just under two years, interested First Nations and Canada concluded Treaty 4, revisions to Treaties 1 and 2, Treaty 5, Treaty 6 and multiple adhesions, including Hollow Water’s.
133. On August 10, 1875, Laird provided instructions to Morris as a Commissioner of Treaty 5. Laird instructed Morris to provide an initial gratuity and annuity of \$5.00 – the latter being the same amount provided in Treaties 1 and 2 after their amendments in 1875 – based on the comparatively small area of land to be ceded, and the fact that the land was not required for immediate railroad use or other public purpose. Laird stated that reserves should be selected immediately, if possible, rather than providing a treaty term that reserves would be selected at a later date.
134. On these instructions, Morris secured agreement on the main terms of Treaty 5 at Berens River on September 20, 1875, and at Norway House on September 24, 1875, followed immediately by the first adhesion at Grand Rapids on September 27, 1875.
135. On June 26, 1876, Laird authorized Morris to appoint two individuals to secure further adhesions to Treaty 5. Laird delegated to Morris the task of providing specific instructions and assignments to the selected Commissioners.

136. On July 14, 1876, Morris instructed Commissioners Howard and Reid to pay annuities to existing Treaty 5 signatories and take further adhesions to Treaty 5 from the island bands at Dog Head Point, the Grand Rapids of Berens River, and the Swampy Cree Bands gathered at The Pas. The Commissioners were instructed that reserves could only be granted by an officer appointed by the Privy Council at a later date rather than at the time of signing.
137. On July 26, 1876, an Adhesion to Treaty 5 was signed at Dog Head with the “Big Island” Band, the Blood Vein River Band, the Dog Head Band and the Jack Head Band. *Ka-tuk-e-pin-ais*, also known as Chief Hardisty, signed on behalf of the “Big Island” Band, which in this instance appears to be a reference to Hollow Water.
138. In 1881, Indian Agent Angus MacKay wrote that the island bands desired that their reserve be surveyed as soon as possible. He did not mention “Big Island” but referred to “Hollow-water River.”
139. Hollow Water Reserve No. 10 was surveyed in October 1884, as 3,574 acres, which was confirmed by Order-in-Council P.C. 1916-2518.
140. In 1918, Hollow Water surrendered its interest in Loon Straits Indian Reserve No. 11. In recognition thereof, an additional 446.1 acres were surveyed in 1926, to be added to Hollow Water Reserve No. 10, based on Hollow Water’s 1922 population. The addition of these 446.1 acres to Hollow Water Reserve No. 10 was confirmed by Order-in-Council P.C. 1930-918.

## **V. Canada’s Statement of Relief**

141. Canada seeks the following relief:
  - a. Dismissal of this claim or portions of this claim on the basis that it is outside of this Honourable Tribunal’s jurisdiction as it does not fall within a ground enumerated in section 14 of the *SCTA*, or is excluded by section 15 of the *SCTA*;
  - b. Dismissal of this claim on the basis that it is not valid;

- c. If this Honourable Tribunal finds any portion of the claim to be valid, set-off under subsection 20(3) of the *SCTA*;
- d. Canada may decide not to seek costs upon the final determination of the action, however it reserves the right to seek such costs; and
- e. Such further relief as counsel may request and this Honourable Tribunal deems just.

## **VI. Communication**

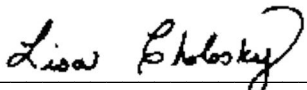
142. The Respondent's address for the service of documents is:

Department of Justice Canada  
Prairie Regional Office (Winnipeg)  
601 – 400 St. Mary Avenue  
Winnipeg, MB R3C 4K5  
Attention: Lisa Cholosky / Brady Fetch

Facsimile number for service is: **(204) 983-3636**

Email address for service is: [lisa.cholosky@justice.gc.ca](mailto:lisa.cholosky@justice.gc.ca) /  
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Dated this 18<sup>th</sup> day of April, 2023.



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