

**SPECIFIC CLAIMS TRIBUNAL**

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| SPECIFIC CLAIMS TRIBUNAL |   |
| F<br>I<br>L<br>E<br>D    | TRIBUNAL DES REVENDEICATIONS<br>PARTICULIÈRES |
|                          | March 18, 2025                                |
|                          | Susie Thorsley                                |
| Ottawa, ON               | 1   |

BETWEEN:

PIAPOT FIRST NATION

Claimant

v

HIS MAJESTY THE KING IN THE RIGHT OF CANADA  
As represented by the Minister of Crown-Indigenous Relations

Respondent

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**DECLARATION OF CLAIM**  
**Pursuant to Rule 41 of the**  
*Specific Claims Tribunal Rules of Practice and Procedure*

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

March 18, 2025

\_\_\_\_\_  
Date

Susie Thorsley

\_\_\_\_\_  
Registry Officer

TO: Assistant Deputy Attorney General, Litigation, Justice Canada  
Bank of Canada Building, 234 Wellington Street East Tower  
Ottawa, Ontario K1A 0H8  
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### **I. Claimant (R. 41(a))**

1. The Claimant, Piapot First Nation, (hereinafter also referred to as the “Claimant” or “First Nation” or “Band” depending on the context) is a First Nation within the meaning of subsection 2(a) of the *Specific Claims Tribunal Act*, SC 2008, c 22 (the “*Specific Claims Tribunal Act*”) by virtue of being a “band” within the meaning of the *Indian Act*, RSC 1985, c 1-5 (the “*Indian Act*”), as amended, and within the meaning of Treaty No. 4 (“Treaty 4”). The First Nation is located in southern Saskatchewan.

### **II. Conditions Precedent (R. 41(c))**

2. The following condition precedent as set out in subsection 16(1)(b) of the *Specific Claims Tribunal Act* has been fulfilled:

16(1) A First Nation may file a claim with the Tribunal only if the claim has been previously filed with the Minister and

...

three years have elapsed after the day on which the claim was filed with the Minister and the Minister has not notified the First Nation in writing of his or her decision on whether to negotiate the claim.

3. The First Nation submitted a claim respecting various alleged breaches by the Respondent relating to its mismanagement of the First Nation’s trust accounts, which are comprised of the capital account (the “Capital Account”) and the interest/revenue account (the “Revenue Account”) to the Minister of Indian Affairs and Northern Development (the “Minister”), now referred to as Crown-Indigenous Relations and Northern Affairs Canada (“CIRNAC” or the “Department”), in the spring of 2021 (the “Mismanagement Claim”).
4. The Mismanagement Claim was filed with the Specific Claims Branch (the “SCB”) on April 13, 2021. On February 22, 2024, the First Nation wrote the SCB outlining its request for the negotiated resolution of the Mismanagement Claim. The First Nation never received any response to this request.

### **III. Claim Limit (Act, s.20(1)(b))**

5. The Claimant does not seek compensation in excess of \$150 million.

### **IV. Grounds (R. 41(d))**

6. The following are the grounds for the Mismanagement Claim, as provided for in section 14 of the *Specific Claims Tribunal Act*:

14(1) Subject to sections 15 and 16, a First Nation may file with the Tribunal a claim based on any of the following grounds, for compensation for its losses arising from those grounds:

- (a) a failure to fulfil a legal obligation of the Crown to provide lands or other assets under a treaty or another agreement between the First Nation and the Crown;
- (b) a breach of a legal obligation of the Crown under the *Indian Act* or any other legislation pertaining to Indians or lands reserved for Indians-of Canada or of a colony of Great Britain of which at least some portion now forms part of Canada; and

- (c) a breach of a legal obligation arising from the Crown's provision or non-provision of reserve lands, including unilateral undertakings that give rise to a fiduciary obligation at law, or its administration of reserve lands, Indian moneys or other assets of the First Nation.

## V. Allegations of Fact (R. 41(e))

### *Indian Act Legislation Respecting Expenditures from Band Trust Fund Accounts*

7. The Respondent's management of the First Nation's Band Trust Fund Accounts was governed by provisions in the 1886, 1895, 1906, 1927, 1951, and 1970 versions of the *Indian Act*.
8. Section 70 of the *Indian Act*, 1886, c 43 set out the general scheme governing the management of Band trust funds and how the Department was to direct the expenditures of Indian moneys:

70. The Governor in Council may, subject to the provisions of this Act, direct how, and in what manner, and by whom, the moneys arising from sales of Indian lands, and from the property held or to be held in trust for the Indians, or timber on Indian lands or reserves, or from any other source for the benefit of Indians, (with the exception of such sum, not exceeding ten per cent of the proceeds of any lands, timber, or property, as is agreed at the time of the surrender to be paid to the members of the band interested therein,) shall be invested from time to time, and how the payments or assistance to which the Indians are entitled shall be made or given; and may provide for the general management of such moneys, and direct what percentage or proportion thereof shall be set apart, from time to time, to cover the cost of and incidental to the management of reserves, lands, property and moneys under the provisions of this Act, and for the construction or repair of roads passing through such reserves or lands, and by way of contribution to schools attended by such Indians.

9. Section 70 was amended in 1895 to authorize expenditures related to bridges, ditches, watercourses and the construction of school buildings under the same terms. A further amendment in 1898 added surveys and compensation to Indians for improvements or any interest they have in lands taken from them to the list of permitted expenditures in section 70.
10. The *Indian Act*, 1906, RSC 1906, c 81 was in place until 1926. Sections 89 and 90 expanded upon the level of detail provided in section 70 of the *Indian Act*, 1886, but are otherwise similar in their effect:

89. With the exception of such sums not exceeding fifty per centum of the proceeds of any land, and not exceeding ten per centum of the proceeds of any timber or other property, as is agreed at the time of the surrender to be paid to the members of the band interested therein, the Governor in Council may, subject to the provisions of this Part, direct how and in what manner, and by whom, the proceeds arising from the disposal of Indian lands, or of property held or to be held in trust for Indians, or timber on Indian lands or reserves, or from any other sources for the benefit of the Indians, shall be invested from time to time, and how the payments or assistance to which the Indians are entitled shall be made or given.

2. The Governor in Council may provide for the general management of such moneys and direct what percentage or proportion thereof shall be set apart, from time to time to cover the cost of and incidental to the management of reserves, lands, property and moneys under the provisions of this Part, and may authorize and direct the expenditure of such money for surveys, for compensation to Indians for improvements or any interest they had in lands taken from them, for the construction or repair of roads, bridges, ditches and watercourses on such reserves or lands, for the construction of school buildings, and charitable institutions, and by way of contribution to schools attended by such Indians.

90. The Governor in Council may, with the consent of a band, authorize and direct the expenditure of any capital moneys standing at the credit of such band, in the purchase of land as a reserve for the band or as an addition to it its reserve, or in the purchase of cattle for the band, or in the construction of permanent

improvements upon the reserve of the band, or such works thereon or in connection therewith as, in his opinion, will be of permanent value to the band, or will, when completed properly represent capital.

11. Section 90 was amended in 1924 to allow for expenditures from Capital for implements or machinery for the band and loans to band members under certain conditions, with Governor-in-Council approval and band consent.
12. The 1927 *Indian Act*, RSC 1927, c 98 carried over the permitted list of expenditures of a Band's Capital funds from previous versions of the *Act* and added section 92: "where the capital standing to the credit of a band does not exceed the sum of two thousand dollars, the Governor-in-council may direct and authorize the expenditure of such capital for any purpose which may be deemed for the general welfare of the band." Section 95(d) of the 1927 *Act* also gave the Superintendent General the power to use band funds to pay for the relief of sick, disabled, aged or destitute Indians where these individuals are not provided for by the band. A 1936 amendment to section 93 allowed the Governor-in-Council with the consent of the band to direct the expenditure of capital moneys "in the possessory rights of a member of the band in respect of any particular parcel of land on the reserve."
13. The 1951 *Indian Act*, SC 1951, c 29, distinguished between "capital" and "revenue" funds for the first time. Section 61 clarified that band funds may only be used for "the benefit of the Indians or band for whose use and benefit in common the moneys are received or held and subject to this Act and to the terms of any treaty surrender" and "the Governor in Council may determine whether any purpose for which Indian moneys are used or are to be used is for the use and benefit of the band." Section 62 classified money derived from the sale of surrendered lands or capital assets as "capital money" and all other Indian money that was not "capital money" to be "revenue money".
14. Section 64 of the 1951 *Indian Act* provided that with consent of the band council, and Minister authorization, capital funds could be expended as follows:
  - i. to make a per capita distribution to band members of an amount not exceeding fifty percent of the capital funds derived from the sale of surrendered land;
  - ii. to construct and maintain roads, bridges, ditches, watercourses on reserves or surrendered lands;
  - iii. to construct and maintain outer boundary fences on reserves;
  - iv. to purchase land for the use of the band as a reserve or as an addition to a reserve;
  - v. to purchase for the band the interest of a member in lands on a reserve;
  - vi. to purchase livestock, farm implements, farm equipment or machinery;
  - vii. to construct or maintain permanent improvements in connection with a reserve or works that in the Minister opinion will be of permanent value to the band or will constitute a capital investment;
  - viii. to loan funds to band members to promote the welfare of the band with restrictions on the size of the loans relative to the property owned by the borrower;
  - ix. to meet the expenses necessarily incident to the management of reserve or surrendered lands and any band property;

- x. for any purpose that in the Minister's opinion is for the benefit of the band.
15. The effect of section 64 was that a band's capital funds could only be expended for the purpose of benefitting the band as a whole and not just its individual members. Section 65 permitted the Minister to use capital funds to compensate an individual for land taken from him for band purposes and for expenses related to the suppression of grass or forest fires or to protect Indian property in case of an emergency.
  16. The *Act* permitted revenue moneys funds to be used for the following purposes, with both band council consent and Minister authorization:
    - i. to assist sick, disabled, aged or destitute Indians;
    - ii. to provide for the burial of deceased indigent band members;
    - iii. to provide for the payment of contributions under the *Unemployment Insurance Act* on behalf of employed persons paid in respect of their employment from the band's funds.
  17. Band consent was not required for the following expenditures of revenue funds, but Governor in Council authorization was required:
    - i. for the destruction of weeds, prevention of the spread of insects, pests, diseased which could destroy or injure the vegetation on an Indian reserve;
    - ii. to prevent and control the spread of diseases on a reserve;
    - iii. to provide for the inspection of premises on a reserve and their destruction, alteration or renovation;
    - iv. to prevent overcrowding of premises used as dwellings;
    - v. to provide for sanitary conditions in private premises and public places on reserves; and
    - vi. for the construction and maintenance of boundary fences.
  18. The 1970 *Indian Act*, RSC 1970, c 98, added a further expenditure to the list of expenditures that could be made with band consent and Minister approval from capital funds: paragraph 64(j) provided for expenditures "to construct houses for members of the band, to make loans to members of the band for building purposes with or without security and to provide for the guarantee of loans made to the members of the band for building purposes." Section 66(1) of the 1970 *Act* also added a power to spend revenue moneys "for any purpose that in [the Minister's] opinion will promote the general progress and welfare of the band or any member of the band." This power required both band council consent and Minister authorization. However, band council consent was no longer required for expenditures of revenue funds to assist sick, disabled, aged or destitute band members, to provide for the burial of indigent band members or to make *Unemployment Insurance Act* contributions for employees paid of out band funds. A newly added section 67 allowed the Minister to recover from band funds money expended by "Her Majesty for the purpose of raising or collecting Indian moneys."

### ***Indian Reserve #75***

8. The First Nation adhered to Treaty 4 on September 9, 1875. Pursuant to the terms of Treaty 4, treaty reserves were set aside for the use and benefit of the First Nation. Indian Reserve ("IR") #75 was surveyed and set aside for the use and benefit of the Piapot Band.

9. In May of 1918, the Band allegedly agreed to surrender 2,180 acres from the northern and southern boundaries of Indian Reserve #75.
10. The Surrender Document specified that the land was to be sold with an immediate per-capita distribution of \$10 at the time of the surrender, with another \$10,000 to be spent on purchasing horses and implements. In addition, according to the terms of the surrender, the interest on the balance of the purchase price was to be paid "to the said Piapot Band annually on a per Capita basis." The conditions of the surrender document read as follows:

... AND upon the further condition that all moneys received from the sale of these said lands thereof, shall, after deducting the usual proportion for expenses of management, be paid to the Piapot Band as follows:- The Sum of Ten Dollars (\$10.00) per head to be paid about the first day of July, Nineteen Hundred and Eighteen, and Ten Thousand Dollars to be spent for purchasing Horses and Implements, and the Interest on the balance of the purchase price to be paid to the said Piapot Band annually on a per Capita basis.

11. However, by 1919, none of the land had been put up for sale and as a result, the Soldier Settlement Board agreed to purchase 1,600 acres of the surrendered land at the rate of \$20 per acre, for a total of \$32,000. The remaining 580 acres were viewed as not suitable for Soldier Settlement and were sold to settlers who bordered those lands.
12. On July 10, 1919, the Piapot Band surrendered twenty-four sections of land, for a total of 15,360 acres, from IR 75.
13. At the surrender meeting, Graham offered \$100.00 per person as an initial payment and valued the land at \$12.00 per acre. The Soldier Settlement Board accepted the price of \$12.00 per acre for a total amount of \$176,640.00. The surrender document outlined how the proceeds of the sale were to be distributed:

And upon the further condition that all moneys from the disposition thereof shall, after deducting the usual proportion for expenses of management, be disposed of in the following manner;-

- A. That at the time of signing this surrender there shall be paid to each member of the Band, resident upon the reserve, the sum of One Hundred Dollars (\$100.00)
- B. That on or about the First day of January A.D. 1920, there shall be paid to each member of the Band the sum of Thirty Dollars (\$30.00)
- C. That of the moneys collected from the sale of land, Fifty Per Cent shall be placed to Capital Account to be used for the benefit of the Band by the Honourable Superintendent General of Indian Affairs.
- D. That the remaining moneys collected from the sale of land shall be placed to the credit of an account to be used at the discretion of the Honourable Superintendent General of Indian Affairs, for the following purposes;-

- (1) To provide rations for the Old, Sick and Destitute members of the Band.

- (2) Suitable Houses, Furniture, and Clothing for Old and Destitute members of the Band, or Houses for young men who start farming.
- (3) Farming Outfits of Horses, Harness, Plows or other necessary Implements for the able bodied members of the Band who start farming; or for the purchase of Cattle.

E. That on or about the First Day of May in each year there shall be distributed equally amongst the members of the Band an equal amount to the Interest accruing from all Funds held in Trust by the Department.

14. As summarized in the Historical Report, the surrender had “three main provisions relating to the use of the sale moneys:”
  1. Cash distributions: one at the time of surrender, one in January 1920 and annual interest distributions thereafter;
  2. 50% of the sales proceeds to be placed in the Capital Account;
  3. The remainder to be placed in an account to be used to provide relief, housing and farming assistance. This second account was what is known as the Interest Account.<sup>55</sup>
15. At the time of the 1919 surrender, the Indian Agent took an advance of \$18,000, “presumably to pay the Band members the \$100 capita that was a condition of the surrender.” The Soldier Settlement Board made the first payment of \$18,000 for the land surrendered in 1918 into the Band’s account on June 30, 1919 and paid an additional \$32,000 on July 31, 1919.

***Indian Reserve #80A***

16. The Last Mountain Reserve No. 80A (“**IR 80A**”) was set aside for the use and benefit of the Piapot Band, as well as 7 other First Nations in the Qu’Appelle Valley. Three takings in relation to IR 80A occurred following its confirmation as a reserve by Order-in-Council in 1889:
  - a. The removal of 48.45 acres for a Right of Way (“ROW”) for the Canadian Pacific Railway (“CPR”) in 1907;
  - b. The subsequent removal of a further 11.88 acres required by CPR to construct a wye in 1911; and
  - c. The surrender of 1,408 acres in 1918.
17. The legality of the surrender of 1,408 acres of IR 80A in 1918 is the subject of a separate and distinct Specific Claim. However, the surrender of IR 80A is relevant to the instant Claim, as the First Nation’s share of land payments from the sale of IR 80A were ultimately deposited in the Piapot Interest Account. The proceeds of the sale of land from IR 80A would be deposited into a joint account, Trust Fund Account #178, and then distributed, based on population, to the bands of the Touchwood Hills and Qu’Appelle agencies.
18. With respect to the ROW taking in 1907, the Piapot Band Capital Account shows a deposit on December 30, 1911 of \$41.35 for the “CPR Co – ROW Res 80A”.

*Expenditures from Piapot's Capital and Revenue Accounts*

19. The Department of Indian Affairs held a Capital Account and an Interest or Revenue Account for the First Nation. The Capital Account was intended to hold capital funds, which would produce interest, and which had restricted uses tied directly to capital investment. Land and timber sales proceeds were deposited into the Capital Account. Rates of interest earned on the Capital Account were adjusted periodically by Order in Council and were deposited into the Interest (Revenue) Accounts. Land sale deposits accounted for the vast majority of the funds credited to the Capital Account. The remaining credits to the Capital Account included gravel, oil and farming revenues, transfer shares, and interest payments.
20. A review of Piapot Band ledger transactions during the years 1911 to 2012 based on the records available (the “**Review Period**”) show ledger entries from the First Nation’s Trust Funds totalling approximately \$38,114.78 in historical dollars in improper transactions. These improper transactions during the Review Period were due to the Crown’s failure to comply with the *Indian Act* and were in breach of its fiduciary duty and treaty obligations.
21. Misadministered transactions from the Capital Account in the Review Period total \$3,563.73 encompass expenditures in the following categories: Horses and harnesses, Tent duck, and several transactions with no apparent validation or explanation.
22. Misadministered transactions from the Revenue Account in the Review Period total \$34,551.05 encompass expenditures in the following categories: improvements and/or maintenance of land, seed and feed, agricultural supplies and services; payments to the government, wages and salaries, and other transactions with no apparent validation or explanation.

**VI. The Basis in Law on which the Respondent is said to have Failed to Meet or Otherwise Breached a Lawful Obligation**

**The 1992 Settlement Agreement and the 1918 and 1919 Surrenders**

23. The Piapot First Nation and Canada signed a Settlement Agreement of the First Nation’s specific claim relating to the 1918 and 1919 surrenders on or about December 11, 1992. Paragraph 8 of the Settlement Agreement set out the Release of the surrender claim. However, paragraph 9 of the Settlement Agreement expressly exempted from release a claim based on spending of the sale proceeds from these surrenders:

The Minister acknowledges and agrees that the release and discharge provided for in paragraph 8 shall not affect nor prevent the Band from bringing a claim relating to the misappropriation or wrongful spending of the compensation originally paid by the Soldier Settlement Board to Canada for the Sold Lands.

24. The compensation paid by the Soldier Settlement Board for the Piapot reserve lands surrendered in 1918 and 1919 amounted to \$208,640, deposited to the Band Trust Funds in 1920. These monies, paid for the surrendered lands, were the majority of the monies held on behalf of the Piapot Band. These funds fall squarely within the scope of Paragraph 9 of the

1992 Settlement Agreement as the basis for “a claim relating to the misappropriation or wrongful spending of the compensation originally paid by the Soldier Settlement Board to Canada for the Sold Lands.” The expenditure of these funds is the basis for this claim and is therefore not covered by the release set out in the 1992 Settlement Agreement.

### **Breach of Legal Obligations**

25. At the broadest level, the Crown owed an *ad hoc* fiduciary duty to the Band. By undertaking to control all of the Band’s moneys in the capital and revenue accounts (via the exercise of the Crown’s executive function in passing various iterations of the *Indian Act*, which gives exclusive control to the federal Crown in managing the Band’s financial affairs), the Crown undertook to take act in the best interests of the beneficiary Band. By virtue of the *Indian Act*, the Band was vulnerable to the Crown’s control. Finally, the financial interests of the Band were adversely affected by the Crown’s exercise of discretion and control over the Band’s moneys. The Crown breached its *ad hoc* fiduciary duties to the Band.
26. The vulnerability between the Respondent and the Claimant does not result from an inequality of bargaining power but stems from the structure and nature of the fiduciary relationship. The inability of Piapot Band to prevent the injurious exercise of discretion by the Crown flowed from the structure and nature of the fiduciary relationship between Piapot Band and the Crown. There can be no doubt that the Crown’s unilateral authority to make expenditures of the First Nation’s trust funds (which were primarily derived from the unlawful surrender and sale of the First Nation’s lands), impacted the legal and practical interests of the Band. Pursuant to the *Indian Act*, the Band was obliged to cede its legal interest in proceeds from the sale or lease of Indian lands and other valuables, and the Crown undertook to protect its interests, giving rise to a reasonable expectation on the part of the Indians the Crown would act in a fiduciary capacity. The consequence of the legislative scheme and the relationship between the First Nation and the Crown placed the First Nation in a particularly vulnerable position, wherein they had to rely on the Crown to exercise good faith, loyalty, and care in managing the First Nation’s moneys.
27. In addition to the *ad hoc* fiduciary duties the Respondent owed to the Claimant, the Crown also owes the Band duties as a Trustee, in the private-law sense. The Respondent is the Trustee responsible for the management and administration of trust funds held for the First Nation. The provisions of the various *Indian Acts* governed the expenditure of Indian moneys deposited to a band’s Capital and Revenue Accounts that were to be maintained by the Respondent for the First Nation. These provisions addressed what items the Indian moneys deposited to these accounts could be expended on what authority or approval. In managing Indian moneys on behalf of the Piapot Band, the Crown forsook all other financial interests in the favour of the Band in relation to the Band’s moneys; there was no balancing of competing interest in managing the Band’s affairs as a reasonable, and prudent man would.
28. Despite the Respondent’s fiduciary, statutory, and trust obligations pursuant to the various iterations of *Indian Act*, as a matter of practice, the Respondent improperly expended funds from the Capital Account and the Revenue Account. Finally, the IR 75 Surrender Document created three obligations upon the Crown: 1. Cash distributions: one at the time of surrender, one in January 1920 and annual interest distributions thereafter; 2. 50% of the sales proceeds

to be placed in the Capital Account; 3. The remainder to be placed in an account to be used to provide relief, housing and farming assistance. This second account was what is known as the Interest Account.

29. By availing itself of the profits of the unlawful surrender and sale of IR 75 to finance the Band during the entire Review Period, and otherwise attempt to meet the obligations of the surrender document, the Crown not only failed in its duty to prudently manage the affairs of the Band, but was also unjustly enriched.
30. By inducing the Band to surrender 15,360 acres in 1919 the Crown benefited by using the Band's own money to finance expenditures that were properly the responsibility of the Crown. This can only be described as an enrichment on the Crown's behalf and a corresponding deprivation on the Claimant's behalf. Most importantly, there is no juristic reason for the enrichment; there is no justification in any iteration of the *Indian Act* to permit expenditures that were not compliant with the Crown's statutory or fiduciary obligations.
31. Any substantial distribution of the sale proceeds was not in keeping with the Crown's more fundamental fiduciary duty to manage the Band's moneys as a prudent fiduciary would in managing his own affairs. The Crown was not empowered by the Surrender Documents to contract out of its fiduciary obligations, and the Crown had a duty to protect any income earned from the sale of reserve lands.
32. The Crown is deemed to be aware of its own legislation, and had actual knowledge of its obligations under the statutory scheme. Nonetheless, the Respondent permitted the expenditures from the Capital Account, and from the Revenue Account over the Review Period, despite many of these transactions not having the requisite authorization in the form of an Order in Council or Band Council Resolution.
33. The details of the deposits to and the expenditures from the First Nation's Capital and Revenue Accounts have been provided to the Respondent in the First Nation's Specific Claim Submission and supporting documents and will be detailed for the Tribunal at the hearing of this matter and when the Respondent is called to account for the same.

#### ***Breach of Duties as Fiduciary to the Claimant***

34. Finally, at all times, the Crown owed an *ad hoc* fiduciary duty to the Band. By undertaking to control all of the Band's moneys in the Capital and Revenue accounts via statutory authority, the Crown undertook to act in the best interests of the beneficiary Band; the Band was vulnerable to the Crown's control; and the financial interests of the Band were adversely affected by the Crown's exercise of discretion and control over the Band's moneys.
35. The Respondent breached its statutory obligations to the First Nation by failing to administer the Capital and Revenue Accounts in accordance with legislation in force from time to time throughout the Review Period. Some of the invalid transactions required proper authorization in the form of an Order in Council and there is no record of one being obtained. Some of the invalid transactions required band consent and there is no record of a Band Council Resolution authorizing the transaction.

36. The Crown did not act in accordance with the duties of good faith, loyalty, and care. In fact, the Crown's expenditures from the Piapot Trust Funds clearly demonstrate a pattern of self-interested conduct and conduct benefiting third parties rather than the best interests of the Band. The Crown capriciously exploited its discretion over the control and management of the Piapot Trust Funds by using the funds to fulfill its treaty obligations (to which the First Nation was already entitled), fulfill its policy objectives, and for other purposes, none of which benefitted the Piapot Band, all of which fell outside of the permissible scope of the *Indian Act*, and represented a marked departure from the terms of the Surrender Document.

## VII. Relief Sought

10. In light of the foregoing, the First Nation seeks the following relief:

- a) A finding that the Crown was unjustly enriched by its mismanagement and mis-expenditure of the First Nation's trust accounts;
- b) A finding that the Crown is a constructive trustee;
- c) A finding that the Respondent breached its fiduciary and trust obligations to the Claimant;
- d) Damages for the loss of moneys wrongfully expended from the First Nation's trust accounts;
- e) Damages for the loss of interest that should have been earned on moneys that were wrongfully expended, with compound interest from the date of the breach to the present;
- f) Costs of this proceeding, and in the Specific Claims Process, on a solicitor-client basis; and
- g) Such other damages or compensation as this Honourable Tribunal deems just.

Dated this 18th day of March 2025 at the City of Calgary in the Province of Alberta.



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**Ryan M. Lake**  
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