

SPECIFIC CLAIMS TRIBUNAL	
TRIBUNAL DES REVENDEICATIONS PARTICULIÈRES	D É P O S É
June 16, 2025	
Mark Chamoun	
Ottawa, ON	3

**SCT File No.: SCT-5006-24**

**SPECIFIC CLAIMS TRIBUNAL**

BETWEEN

**PIAPOT FIRST NATION**

Claimant

-and-

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

Respondent

---

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

---

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

TO: Piapot First Nation  
As represented by Ryan Lake, Anjalika Rogers, and Logan Newlove  
Maurice Law Barristers & Solicitors  
#100, 602-12<sup>th</sup> Avenue SW  
Calgary AB, T2R 1M7  
Phone: (403) 266-1201  
Fax: (403) 266-2701  
Email: rlake@mauricelaw.com  
arogers@mauricelaw.com  
lnewlove@mauricelaw.com

## Overview

1. Canada is committed to reconciliation and a renewed nation-to-nation relationship with Indigenous peoples based on recognition of rights, respect, cooperation and partnership. Canada endeavours to embody these principles as it assists the Tribunal in its task of adjudicating matters brought before it.
2. Canada favours resolving claims made by Indigenous peoples through negotiation and settlement and will continue to pursue all appropriate forms of resolution as this claim proceeds through the Tribunal process.
3. This claim relates to whether Canada mismanaged moneys in Piapot First Nation's capital and revenue accounts, including land surrender sale proceeds following the surrender of portions of Indian Reserve No. 75 (IR 75) in the early twentieth century.
4. Canada admits it has statutory and fiduciary duties to properly manage the funds in Piapot First Nation's capital and revenue accounts in accordance with the *Indian Act*. Canada does not admit it breached any treaty, fiduciary or statutory duties to properly manage the funds in Piapot First Nation's capital and revenue accounts, or that Canada did not conduct itself in accordance with the honour of the Crown. Canada requires further historical research and expert historical and accounting evidence to determine whether there were breaches of its statutory and fiduciary duties.
5. In the spirit of reconciliation, Canada will cooperate and work with Piapot First Nation to obtain the additional historical research and expert historical and accounting evidence required to inform discussions between the parties regarding Canada's management of the capital and revenue accounts. Canada will re-assess its position and, if appropriate, will amend this Response as new documentary and expert evidence is received.
6. This Response periodically uses terminology now recognized as antiquated but only when required for legal accuracy or when referring to or quoting from historical sources.

## **I. Status of Claim (R. 42(a))**

7. Canada admits that Piapot First Nation is a First Nation within the meaning of section 2 of the *Specific Claims Tribunal Act*, SC 2008, c 22 (“*SCTA*”), as pled in paragraph 1 of the Declaration of Claim. Canada further admits that Piapot First Nation is located in southern Saskatchewan.
8. In response to paragraphs 3 and 4 of the Declaration of Claim: Canada states that the claim was received by the Specific Claims Branch on May 25, 2021, and was filed with the Minister of Crown-Indigenous Relations on October 19, 2021. Canada has no knowledge of the February 22, 2024, letter referred to in paragraph 4.
9. Canada admits, in response to paragraph 2 of the Declaration of Claim, that this claim meets the condition precedent as set out in paragraph 16(1)(b) of the *SCTA*.
10. Canada acknowledges, in response to paragraph 6 of the Declaration of Claim, that Piapot First Nation has brought this claim pursuant to sections 14(1)(a), (b), and (c) of the *SCTA*.
11. Canada acknowledges that Piapot First Nation is not seeking compensation in excess of \$150 million for the purposes of this claim, as outlined in paragraph 5 of the Declaration of Claim.

## **II. Canada’s position with respect to Validity of the Claim (R.42(b) and (c))**

12. In response to paragraph 20 of the Declaration of Claim, Canada states the claims after October 19, 2006, are not relevant as they are based on events that occurred within 15 years immediately preceding the date on which this claim was filed with the Minister contrary to s. 15(1)(a) of the *SCTA*.
13. In response to paragraph 36, Canada admits it owes general fiduciary duties of good faith, loyalty and care to Piapot First Nation, but does not admit it breached any of these duties.
14. In response to paragraphs 25, 26, 32, 33, 34, and 35 of the Declaration of Claim, Canada admits it owes statutory and fiduciary duties in relation to the management of Piapot First Nation’s capital and revenue accounts. Canada does not admit that it breached any treaty, fiduciary or statutory duties to properly manage the funds in Piapot First Nation’s capital

and revenue accounts. With the benefit of further documentary and expert historical and accounting evidence, breaches of statutory or fiduciary duties relating to capital and revenue account expenditures may be identified. Should such information come to light, Canada will amend this response accordingly.

15. In response to paragraphs 27, 29 30, and 31 of the Declaration of Claim, Canada does not admit that it acted in the capacity of a trustee or as a constructive trustee in relation to Piapot First Nation's capital and revenue accounts.
16. In response to paragraphs 29 and 30 of the Declaration of Claim, Canada does not admit that the Crown was unjustly enriched.
17. In response to paragraphs 20 and 36 of the Declaration of Claim, Canada states that Piapot First Nation has not pled any material facts to establish a breach of treaty obligations by Canada. Canada does not admit any breaches of treaty obligations in relation to this claim.

### **III. Canada's position with respect to Assertions of Fact**

#### *Indian Act Legislation*

*(Paragraphs 7 - 18 at the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> pages of the Declaration of Claim)*

18. Canada agrees that the 1886, 1895, 1906, 1927, 1951, and 1970 versions of the *Indian Act* contain provisions that govern the management of Indian moneys as set out in paragraph 7 of the Declaration of Claim. Canada notes that this claim filed with the Minister only asserted misadministration of capital and revenue accounts between 1911 and 2012. Therefore, Canada does not admit the relevancy of versions of the *Indian Act* prior to the *Indian Act*, RSC 1906, c 81, except as an aid to interpreting the provisions in force between 1911 and 2012.
19. Canada agrees that section 70 of the *Indian Act*, RSC 1886, c 43 is as stated at paragraph 8 of the Declaration of Claim. Canada does not admit to the characterization of section 70 as a general scheme.
20. In response to paragraph 9 of the Declaration of Claim, Canada agrees that section 70 of the *Indian Act*, 1886, was amended by SC 1895, c 35, s 2. Canada agrees that the amendment

allowed the Governor in Council to authorize and direct expenditures of relevant moneys for the construction or repair of roads, bridges, ditches, watercourses, and school buildings on reserve or other lands referred to in the section. Canada agrees that section 70 was further amended by SC 1898, c 34, s 6 and that this amendment allowed the Governor in Council to direct the expenditure of relevant moneys for surveys and for compensation to Indians for improvement or any interest they have in lands taken from them.

21. In response to paragraph 10 of the Declaration of Claim, Canada agrees that the *Indian Act*, 1906 was in place until it was repealed and replaced by the *Indian Act*, 1927, RSC 1927, c 98. Canada states that wording contained in sections 89 and 90 of the *Indian Act*, 1906 provides for the expenditure of capital moneys and that section 89(2) included the wording “and repair” between the words “construction of” and “school buildings.”
22. In response to paragraph 11 of the Declaration of Claim, Canada agrees that section 90(1) of the *Indian Act*, 1906 was amended by the *Indian Act*, SC, 1924, c 47, s 5. Canada agrees the amendment allowed the Governor in Council to, with the consent of a band, authorize and direct the expenditure of capital money in the purchase of implements or machinery for the band and provide loans to band members on certain conditions. Canada states that as a result of amendments to section 90 by SC 1918, c 26, s 4, the Governor in Council also had the authority under section 90(2) to authorize and direct the expenditure of capital moneys without band consent for any of the purposes set out in section 90(1), provided certain conditions were met.
23. In response to paragraph 12 of the Declaration of Claim, Canada agrees that section 92 of the *Indian Act*, 1927 included the stated wording, which had been added to section 89 of the *Indian Act*, 1906 by SC 1927, c 32, s 1. Canada agrees that section 95(d) of the *Indian Act*, 1927, like section 92(d) of the *Indian Act*, 1906, allowed the Superintendent General to furnish sufficient aid from the funds of the band for relief of sick or disabled, or aged or destitute Indians when the band of which they are members does not provide such relief. Canada agrees that section 93(1) of the *Indian Act* was amended by SC 1936, c 20, s 3 to allow the Governor in Council, with the consent of the band, to authorize and direct the expenditure of any capital moneys in the purchase of possessory rights of a member of the

band in respect of any particular parcel of land on the reserve. Canada states that the Governor in Council also had the authority under section 93(2) to authorize and direct the expenditure of capital moneys without band consent for any of the purposes set out in section 90(1), provided certain conditions were met.

24. In response to paragraph 13 of the Declaration of Claim, Canada does not admit that the *Indian Act*, SC 1951, c 29 was the first iteration of the *Indian Act* that distinguished “capital” and “revenue” funds. Canada states that section 9 of the *Indian Act*, SC 1894, c 32, s 11 referred to “capital moneys”. Canada agrees that section 61(1) and section 62 of the *Indian Act*, SC 1951, c 29 contain the wording quoted in paragraph 13 of the Declaration of Claim.
25. In response to paragraph 14, Canada states that section 64 of the *Indian Act*, SC 1951, c 29 says that the Minister “may authorize and direct expenditure of capital moneys of the band” with the consent of band council for the expenditure categories listed in sub-sections (a) through (j). Canada states that sub-sections (a) through (j) generally correspond with subparagraphs i. through x. of the Declaration of Claim. However, Canada states that subparagraphs 14 vi, vii and viii of the Declaration of Claim do not accurately set out corresponding sub-sections 64(f), (g) and (h) of the *Indian Act*, SC 1951, c 29. Canada states that sub-sections 64(f), (g) and (h) read as follows:
  - (f) to purchase livestock and farm implements, farm equipment, or machinery for the band,
  - (g) to construct and maintain on or in connection with a reserve such permanent improvements or works as in the opinion of the Minister will be of permanent value to the band or will constitute a capital investment,
  - (h) to make to members of the band, for the purpose of promoting the welfare of the band, loans not exceeding one-half of the total value of
    - (i) the chattels owned by the borrower, and
    - (ii) the land with respect to which he holds or is eligible to receive a Certificate of Possession,

and may charge interest and take security therefor.

Canada admits the balance of the sub-sections of section 64 are correctly cited.

26. In response to paragraph 15 of the Declaration of Claim, Canada does not admit that the effect of section 64 of the *Indian Act*, SC 1951, c 29 was that the band's capital funds could only be expended for the purpose of benefitting the band as a whole and not just its individual members. Canada agrees with how paragraph 15 describes the effect of section 65 of the *Indian Act*, SC 1951, c 29.
27. In response to paragraph 16, Canada states that an amendment to sub-section 66(2) made by SC 1956, c 40, s 16 provided that the Minister may make expenditures out of the revenue moneys of the band to assist sick, disabled, aged or destitute Indians of the band, to provide for the burial of deceased indigent members of the band and to provide for the payment of contributions under the *Unemployment Insurance Act* on behalf of employed persons who are paid in respect of their employment out of moneys of the band. Canada does not admit that the Minister required the consent of the band in order to make expenditures out of revenue moneys pursuant to amended sub-section 66(2).
28. In response to paragraph 17 of the Declaration of Claim, Canada states that sub-section 66(3) of the *Indian Act*, SC 1951, c 29 lists types of expenditures the Governor in Council could authorize without the consent of the council of the Band. Canada states that the enumerated list of expenditures provided at paragraph 17 of the Declaration of Claim accurately summarizes sub-section 66(3).
29. In response to paragraph 18 of the Declaration of Claim, Canada states that an amendment to section 64 made by SC 1956, c 40, s 15 added the power of the Minister, with the consent of the council of a band, to authorize and direct the expenditure of capital funds "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 members of the band for building purposes" and agrees that this wording was also contained in the *Indian Act*, RSC 1970, c 98.

30. In further response to paragraph 18, Canada does not admit that section 66(1) of the *Indian Act*, 1970 added a power to spend revenue moneys. Canada states that the wording of section 66(1) had remained the same since the *Indian Act*, SC 1951, c 29. Also, Canada does not admit that the *Indian Act*, 1970 was the first version of the *Indian Act* to not require band consent for expenditures listed in section 66(2). Canada states that no versions of the *Indian Act* since 1951 required band consent to make expenditures pursuant to section 66(2). Canada states that section 67 of the *Indian Act*, 1970, replaced section 66A, which had been added by SC 1956, c 40, s 17. Canada agrees that section 67 of the *Indian Act*, 1970, provided the Minister with the powers described in paragraph 18 of the Declaration of Claim.

*Indian Reserve 75*

*(Paragraphs 8 - 15 at the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> pages of the Declaration of Claim)*

31. As set out in paragraph 8 of the Declaration of Claim, Canada admits that Piapot First Nation adhered to Treaty 4 on September 9, 1875, and that IR 75 was surveyed and set aside for the use and benefit of Piapot First Nation.
32. As stated in paragraph 9 of the Declaration of Claim, Canada admits that in May 1918, Piapot First Nation agreed to surrender 2,180 acres from IR 75.
33. Canada agrees that the surrender document reads as stated in paragraph 10 of the Declaration of Claim.
34. In response to paragraph 11 of the Declaration of Claim, Canada agrees that on May 28, 1918, the Soldier Settlement Board agreed to purchase 1,600 acres of the surrendered land at \$20 per acre, for a total of \$32,000. Canada does not admit the remainder of the assertions in paragraph 11.
35. In response to paragraph 12, Canada admits that in July 1919, Piapot First Nation surrendered a total of 15,360 acres, from IR 75.
36. In reply to paragraph 13, Canada states that of the land surrendered on July 10, 1919, 14,720 acres was sold and transferred to the Soldier Settlement Board at \$12 per acre. The sale proceeds were credited to Piapot First Nation's capital account in three installments for a

total of \$176,640. Canada agrees that the surrender document reads as stated in paragraph 13 of the Declaration of Claim.

37. In response to paragraph 14, Canada states that the conditions of the 1919 surrender included the three provisions listed in paragraph 14 of the Declaration of Claim. Canada does not admit they were the main provisions relating to the use of the sale of moneys. Canada has no knowledge of the historical report referred to in paragraph 14 of the Declaration of Claim.
38. In response to paragraph 15, Canada does not admit that the Indian Agent took an advance of \$18,000 for cash distributions. Canada further states the \$32,000 paid to Piapot First Nation set forth in paragraph 15 were the sale proceeds from the surrender of May 1918, whereas the \$18,000 set forth in paragraph 15 was an initial deposit from the sale proceeds from the surrender of July 1919.

Indian Reserve 80A

39. In response to paragraph 16 of the Declaration of Claim, Canada agrees that in 1884, Fishing Station IR 80A (IR 80A), also known as Last Mountain Lake Reserve or Long Lake Reserve, consisting of 1,408 acres was surveyed for multiple First Nations, including Piapot First Nation. Canada agrees that there were three takings in relation to IR 80A including:
  - (a) 48.45 acres for a Right of Way for the Canadian Pacific Railway (CPR) in 1907;
  - (b) 11.88 acres for the CPR to construct a wye in 1911; and
  - (c) 1,408 acres in 1918.
40. In reply to paragraph 17 of the Declaration of Claim, Canada agrees that there is an ongoing separate specific claim concerning the 1918 surrender of 1,408 acres from IR 80A. Canada does not admit that the surrender of IR 80A was unlawful.
41. In response to paragraph 18, Canada admits that the Piapot Band Capital Account shows a credit of \$41.35 on December 30, 1911, from the CPR for a right of way on IR 80A.

Expenditures From Piapot First Nation's Capital and Revenue Accounts

42. In response to paragraph 19 of the Declaration of Claim, Canada agrees that the Department of Indian Affairs administered a capital account and a revenue account for Piapot First Nation in accordance with the *Indian Act* and related regulations and policies. Canada states that the proceeds from the sale of surrendered reserve lands were deposited into Piapot First Nation's capital account, while interest earned on surrender monies and sale proceeds was deposited into Piapot First Nation's revenue account. Canada does not admit any other facts asserted in this paragraph and will need to conduct further research to confirm the remaining assertions.
43. In further response to paragraphs 20, 21, 22, 28 and 33, Canada does not admit it breached any treaty, fiduciary or statutory duties to properly manage the funds in Piapot First Nation's capital and revenue accounts. In the spirit of reconciliation, Canada reiterates that it will cooperate with Piapot First Nation to obtain further historical research and expert historical and accounting evidence to obtain more detailed evidence to inform discussions between the parties regarding Canada's management of the capital and revenue accounts. Canada hopes that the parties can work together to gather the required research and expert evidence in an efficient and cooperative manner. Canada will re-assess its position and, if appropriate, will amend this Response as new documentary and expert evidence is received.
44. In response to paragraphs 23 and 24, Canada agrees that a settlement agreement related to the 1918 and 1919 surrenders was signed by the Minister of Indian Affairs and Northern Development, on December 11, 1992 ("Settlement Agreement"). Canada states that the Settlement Agreement contained a release with respect to the facts, allegations and issues that gave rise to the claim around the 1918 and 1919 surrenders. Canada further states that the release in the Settlement Agreement does not prevent Piapot First Nation from bringing the current claim in relation to mismanagement of Piapot First Nation's capital and revenue moneys.

#### **IV. Canada's Statements of Fact**

##### IR 75 and IR 80A

45. On September 9, 1875, Chief Piapot adhered to Treaty 4. Canada surveyed IR 75 and 80A in 1881 and Order-in-Council P.C. 1151 confirmed both on May 17, 1889. IR 75 was situated on the south side of the Qu'Appelle River and was 53.98 square miles in size. IR 80A was situated on Last Mountain Lake in Saskatchewan and had an area of 2.23 square miles.
46. In 1896, lands on the north side of the Qu'Appelle River were added to Piapot IR 75 as hay lands. These additional reserve lands were confirmed by Order-in-Council P.C. 4088 on December 15, 1896.
47. IR 80A, referred to as "Fishing Station" and later known as Last Mountain Lake or Long Lake Reserve, consisted of 1,408 acres and was set aside for multiple First Nations. IR 80A was surrendered and leased. IR 80A is the subject of an ongoing Specific Claim, SCT-5001-13.

##### Conditions of the 1918 and 1919 Surrenders of IR 75 Lands

48. On May 28, 1918, Piapot First Nation surrendered approximately 2,180 acres of land from IR 75. The surrender was confirmed by Order-in-Council P.C. 2559 on October 19, 1918. The terms of the surrender provided that the money received would be placed in a capital account and annual interest payments would be made to members of Piapot First Nation. The terms also provided that:
  - (a) "the usual proportion of expenses of management" would be deducted;
  - (b) around July 1, 1918, Piapot Band members would receive a payment of \$10 per head;
  - (c) an additional \$10,000 would be spent on purchasing horses and implements; and
  - (d) "the Interest on the balance of the purchase price" would be paid to Piapot Band members "annually on a per capita basis".

49. On July 10, 1919, Piapot First Nation surrendered approximately 15,360 acres of land from IR 75 to be sold for \$12.00 per acre. The surrender was confirmed by Order-in-Council P.C. 1651 on August 17, 1919. The surrender contains specific conditions related to the sale proceeds from the surrendered lands:
- (a) At the time of surrender, each member of the Band, resident upon the reserve, would be paid \$100;
  - (b) On or about January 1, 1920, each member of the Band would be paid \$30;
  - (c) 50% of the money collected from the sale of the land would be placed in a Capital Account for the use and benefit of the Band;
  - (d) The remaining money collected from the sale of land would be placed in an account to be used, at the discretion of the Honourable Superintendent General of Indian Affairs, for the following purposes:
    - i. To provide rations for the elderly, sick and destitute members of the Band;
    - ii. To provide suitable houses, furniture and clothing for the elderly, sick and destitute members of the Band or houses for young men who start farming; and
    - iii. To provide farming outfits for horses, harness, plows, or other necessary implements for able bodied members of the Band who start farming; or for the purchase of cattle; and
  - (e) On or about May 1 of each year, interest from all funds held in trust would be distributed equally amongst the members of the Band.

*Proceeds from the Surrenders of IR 75 deposited into Capital Account*

50. The land surrender on May 28, 1918, except for 580 acres, was sold and transferred to the Soldier Settlement Board at \$20 per acre. Piapot First Nation's capital account was credited

with \$32,000 on July 31, 1919. The sale was confirmed by Order-in-Council P.C. 25-1832 on August 30, 1919.

51. Of the land surrendered on July 10, 1919, 14,720 acres was sold and transferred to the Soldier Settlement Board at \$12 per acre. The sale proceeds were credited to Piapot First Nations's capital account in three installments for a total of \$176,640. The sale was confirmed by Order-in-Council P.C. 1981 on September 25, 1919.

#### *The 1918 Surrender of IR 80A Lands*

52. On October 2, 1907, Order-in-Council P.C. 2136 approved the taking of 48.45 acres of land from IR 80A by the CPR for a railway right of way.
53. On September 6, 1912, Order-in-Council P.C. 2438 approved the taking of 11.88 acres of land from IR 80A by the CPR.
54. On March 23, 1918, Piapot First Nation surrendered approximately 1,408 acres of land from IR 80A. The surrender was confirmed by Order-in-Council P.C. 1813 on July 20, 1918.

#### *Expenditures from the Capital Account*

55. Canada does not admit to any breaches of statutory or fiduciary duties regarding expenditures from Piapot First Nation's capital account. With the benefit of further documentary and expert historical and accounting evidence, breaches of statutory or fiduciary duties relating to capital account expenditures may be identified. Should such information come to light, Canada will amend this Response accordingly.

#### *Expenditures from the Revenue Account*

56. Canada does not admit to any breaches of statutory or fiduciary duties regarding expenditures from Piapot First Nation's revenue account. With the benefit of further documentary and expert historical and accounting evidence, breaches of statutory or fiduciary duties relating to revenue account expenditures may be identified. Should such information come to light, Canada will amend this Response accordingly.

Quantification of losses arising from any identified breaches of statutory or fiduciary duties

57. If further historical research and expert historical and accounting evidence demonstrates a loss arising from any breaches of statutory or fiduciary duties, Canada states that the compensation for unlawful expenditures should be calculated as the value that Piapot First Nation would have received had the unlawful expenditure not occurred, brought forward to the present-day. In accordance with section 20(3) of the *SCTA*, Canada states that any value received by Piapot First Nation from the expenditures should be brought forward to a present-day value and deducted from the amount of compensation.

**V. Relief**

58. Canada seeks the following relief:

- a. Should further historical research and expert historical and accounting evidence identify breaches of statutory or fiduciary duties relating to capital or revenue account expenditures:
  - i. A consent order of validity;
  - ii. A deduction under s. 20(3) of the *SCTA* of the value of any benefit received by Piapot First Nation in relation to the subject matter of this claim brought forward to its current value from the amount of compensation owed to Piapot First Nation;
- b. Should further historical research and expert historical and accounting evidence not identify any breaches of statutory or fiduciary duties:
  - i. Dismissal of the Declaration of Claim;
- c. Dismissal of the claims that Canada failed to comply with its Treaty obligations and is a constructive trustee;
- d. Canada may decide not to seek costs upon the final determination of the proceedings; however, it reserves the right to seek such costs; and

e. Such further relief as this Honorable Tribunal deems just.

## **VI. Communication**

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

Department of Justice (Canada)  
Prairie Regional Office (Saskatoon)  
410 – 22<sup>nd</sup> Street East, Suite 410  
Saskatoon, SK S7K 5T6  
Attention: William Kuchapski

Facsimile number for service is (306) 975-4030

Email address for service is: [saskSCT-5006-24-piapot@justice.gc.ca](mailto:saskSCT-5006-24-piapot@justice.gc.ca)

Dated this 16<sup>th</sup> day of June, 2025.



---

### **ATTORNEY GENERAL OF CANADA**

Department of Justice  
Prairie Region (Saskatoon)  
410 – 22<sup>nd</sup> Street East, Suite 410  
Saskatoon, SK S7K 5T6  
Fax: (306) 975-4030

**Per: William Kuchapski**

Tel: (306) 518-0731

E-mail address: [William.Kuchapski@justice.gc.ca](mailto:William.Kuchapski@justice.gc.ca)

Counsel for the Respondent