

SPECIFIC CLAIMS TRIBUNAL	
TRIBUNAL DES REVENDICATIONS PARTICULIÈRES	
F I L E D	June 18, 2026
Dragisa Adzic	
Ottawa, ON	1

SCT File No.: SCT - 5005 - 26

SPECIFIC CLAIMS TRIBUNAL

BETWEEN:

BIG ISLAND LAKE CREE NATION

Claimant

and

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

Respondent

DECLARATION OF CLAIM

Pursuant to Rule 41 of the
Specific Claims Tribunal Rules of Practice and Procedure

This Declaration of Claim is filed under the provisions of the *Specific Claims Tribunal Act*, SC 2008, c 22, and the *Specific Claims Tribunal Rules of Practice and Procedure*, SOR/2011-119.

June 18, 2026

Date

Dragisa Adzic

Registry Officer

TO: Assistant Deputy Attorney General, Litigation, Justice Canada
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I. Claimant (Rules, r. 41(a))

1. The Claimant, Big Island Lake Cree Nation (the “**Big Island Lake**”), formerly the Joseph Bighead Band, confirms that it is a First Nation within the meaning of section 2(a) of the *Specific Claims Tribunal Act*, SC 2008, c 22 and a “band” within the meaning of the *Indian Act*, RSC 1985, c. I-5, as amended. Big Island Lake is located in Saskatchewan.

II. Conditions Precedent (Rules, r. 41(c))

2. The following conditions precedent, as set out in section 16(1) of the *Specific Claims Tribunal Act*, have 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

(a) the Minister has notified the First Nation in writing of his or her decision not to negotiate the claim, in whole or in part[.]

3. Big Island Lake previously filed a claim with respect to the Big Island Lake Cree Nation Treaty Annuity Indexing Specific Claim (the “**Treaty Indexing Claim**”), which was received by the Minister on June 26, 2025, and filed on March 16, 2026. The Treaty Indexing Claim alleges breaches of Treaty and the Crown’s fiduciary duties with respect to Canada’s failure to index annuities payable pursuant to Treaty No. 6 (“**Treaty 6**”) for inflation, or any other reasonable measure to sustain a livelihood.
4. On March 24, 2026, Canada notified Big Island Lake in writing of its decision not to negotiate the Treaty Indexing Claim in whole.

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

5. Big Island Lake does not seek compensation in excess of \$150 million for the Treaty Indexing Claim.

IV. Grounds (Act, s. 14(1))

6. The following are the grounds for the specific 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 based on any of the following grounds, for compensation for its losses arising from those grounds:

(a) a failure to fulfill 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;

...

(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[.]

7. In particular, the Crown has failed to fulfill its legal obligation to provide Big Island Lake with sums equivalent to the purchasing power of those annuities stated in Treaty 6 in accordance with its Treaty and fiduciary obligations.

V. Allegations of Fact (Rules, r. 41(e))

8. Treaty 6 was entered into between Canada and a number of First Nations in August and September 1876 at Fort Carlton and Fort Pitt.
9. Big Island Lake was not an original signatory to Treaty 6. Instead, in 1913, Big Island Lake, through its representative, Joseph Bighead, entered into an adhesion agreement with Canada under Treaty 6. The adhesion to Treaty 6 signed by Joseph Bighead, among others, was accepted by Order in Council P.C. 2760 on November 1, 1913 (the “**Adhesion Agreement**”).
10. The Adhesion Agreement provided, *inter alia*, that:
- (a) Big Island Lake would “transfer, surrender and relinquish to His Majesty the King, his heirs and successors, to and for the use of the Government of Canada, all out right title, and privileges whatsoever, which we have or enjoy in the territory described in the said treaty and adhesions thereto, and every part thereof, to have and hold to the use of His Majesty the King, and his heirs and successors forever. And also, all out right, title and interest whatsoever to all other lands wherever situated, whether within the limits of any other treaty heretofore made, or hereafter

to be made with the Indians, and whether the said lands are situated in the North West Territories or elsewhere in His Majesty's Dominions, to have and to hold the same unto and for the use of His Majesty the King, His Heirs and successors forever”;

- (b) Big Island Lake would accept the “several benefits, payments, and reserves” promised to First Nations adhering to Treaty 6; and
- (c) Big Island Lake agreed “in all things to conform to the articles of the said treaty, as if we ourselves and the Bands which we represent had been originally contracting parties thereto and had attached our signatures to the said Treaty.”

11. Canada made certain solemn promises under Treaty 6, including, *inter alia*, that recurring annuities be paid to signatory First Nations. The relevant provisions of Treaty 6 read as follows:

It is further agreed...that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall, in every year ensuing the date hereof, at some period in each year, to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of \$5 per head yearly.

It is further agreed between Her Majesty and the said Indians, that the sum of \$1,500.00 per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition, and twine for nets, for the use of the said Indians, in the manner following, that is to say: In the reasonable direction, as regards the distribution thereof among the Indians inhabiting the several reserves, or otherwise, included herein, of Her Majesty's Indian Agent having the supervision of this treaty.

...

It is further agreed between Her Majesty and the said Indians, that each Chief, duly recognized as such, shall receive an annual salary of twenty-five dollars per annum; and each subordinate officer, not exceeding four for each Band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer, as aforesaid, shall also receive once every three years, a suitable suit of clothing, and each Chief shall receive, in recognition of

the closing of the treaty, a suitable flag and medal, and also as soon as convenient, one horse, harness and waggon.

(collectively, the “**Annuity Provisions**”)

12. In summary, the Annuity Provisions required the Crown to provide five things to Big Island Lake:
 - (a) annually, the sum of \$5 to each member of Big Island Lake;
 - (b) annually, \$1,500 for the purchase of ammunition and twine;
 - (c) annually, a salary of \$25 for the Chief of Big Island Lake;
 - (d) annually, a salary of \$15 each for four Councillors of Big Island Lake; and
 - (e) triennially, a suitable suit of clothing for the Chief and four Councillors of Big Island Lake.
13. The Crown made these promises, among others, in exchange for the cession of an interest in 120,000 square miles of land. Given the cession of a large amount of land, the Treaty signatories would have expected a fair return for the value of this land.
14. The common intention between the parties was that the Treaty relationship would last forever. The Treaty promises were never intended to be frozen in time. With respect to the Annuity Provisions in particular, the purpose and intent was to provide Big Island Lake with sums equivalent to the amount required to sustain a livelihood or at least the purchasing power of those sums stated in the Annuity Provisions.
15. It is indisputable that, for example, the purchasing power of \$5 in 2026 is vastly different than it was in 1913 (when Big Island Lake adhered to Treaty 6) and is plainly insufficient to sustain a livelihood. Despite the parties’ common intention, the Crown has failed to index the Annuity Provisions in line with inflation or any other reasonable economic measure to sustain a livelihood. The concept of inflation or cost of living increases did not exist or would not have been appropriately understood by Big Island Lake at the time the

Nation adhered to Treaty 6 and the Crown acted dishonourably in failing to properly inform Big Island Lake of these concepts.

VI. The Basis in Law on Which the Crown is Said to Have Failed to Meet or Otherwise Breached a Lawful Obligation

16. Big Island Lake states that the Crown's failure to index the Annuity Provisions of Treaty 6 for inflation, or any other reasonable economic measure to sustain a livelihood, gives rise to breaches of Treaty, the honour of the Crown, and the Crown's fiduciary duties. Big Island Lake seeks equitable compensation for these breaches.

A. Breach of Treaty

17. The Crown's failure to index the Annuity Provisions for inflation, or any other reasonable economic measure to sustain a livelihood, is a breach of Treaty 6 and a breach of the Crown's duty to diligently implement and fulfill its Treaty promises. The Crown's lawful obligation remains outstanding to the present.

18. Big Island Lake pleads and specifically relies on the established principles of Treaty interpretation and the honour of the Crown, including that the honour of the Crown governs Treaty-making and implementation, the Crown must avoid the appearance of sharp dealing, and the Crown must act in a manner that accomplishes the intended purposes of its Treaty promises.

19. The words of the Annuity Provisions must be considered against the historical background and context of Treaty 6. However, Treaty rights are not frozen at the date of signature and must be updated to provide for their modern exercise. Treaty 6 must be interpreted in a modern way throughout time, given that the land ceded in the Treaty has not been returned to Big Island Lake.

20. With respect to the negotiations of Treaty 6, the signatory First Nations emphasized their concerns regarding their economic future. The historical record and the background to Treaty 6 negotiations clearly favour the interpretation that the Annuity Provisions provide a "real" value such that the purchasing power of the sum promised remains at least equally valuable throughout time. This interpretation recognizes the intention that the annual

payments promised under the Numbered Treaties would provide families of signatory First Nations with sufficient income to sustain a livelihood.

21. Big Island Lake submits that the common intention of the parties was to provide and to receive annually an income sufficient to sustain a livelihood, or, said otherwise, at least the purchasing or buying power held by \$5. Again, given the cession of a large amount of land, the Treaty signatories would have expected a fair return for the value of this land.
22. The parties did not intend for the Annuity Provisions to serve as symbolic tokens or nominal amounts. The flags and medals promise in Treaty 6 already satisfied any symbolic purpose desired by the parties when entering into the Treaty. Simply put, because of the promise of medals and flags, there was no need or reason for the parties to duplicate that aspect of the Treaty through a failure to index the Annuity Provisions for inflation or any other reasonable economic measure.
23. Rather, the purpose of the Annuity Provisions was to provide Big Island Lake with sums necessary to sustain a livelihood, equivalent to at least the purchasing power of those sums stated in the Annuity Provisions. Without the promised and required indexation for inflation or any other reasonable economic measure, the Annuity Provisions now provide an insignificant sum, and their entire purpose has been substantially frustrated.
24. The Crown has a duty to act in an honourable and timely way to pursue the purpose behind Treaty promises. Despite this duty, the Annuity Provisions have never been adjusted for inflation or any other reasonable economic measure, and the promise to provide sums for a sustainable livelihood remains frustrated.
25. The Crown's failure to fulfill its Treaty promises is a breach of the honour of the Crown. The honour of the Crown demands that the Crown could and should have done better to implement its Treaty promise regarding the Annuity Provisions. Instead, its continued indifference and failure to index the Annuity Provisions for inflation or any other reasonable economic measure to sustain a livelihood brings dishonour to the Crown.
26. In summary, the Crown has failed to diligently implement and fulfill its Treaty promise to provide sums to sustain a livelihood by failing to index the Annuity Provisions for inflation

or any other reasonable economic measure. The Crown's breach of its duty of diligent fulfillment amounts to a breach of Treaty 6.

B. Breach of Fiduciary Duty

27. The Crown's failure to index the Annuity Provisions of Treaty 6 for inflation, or any other reasonable economic measure, constitutes a breach of the fiduciary duty it owes to Big Island Lake.
28. Big Island Lake pleads and specifically relies on the established principles that the relationship between the Crown and Indigenous peoples is fiduciary in nature and that the existence of a fiduciary obligation imposes certain standards on the Crown, including acting in the best interest of Big Island Lake in the provision of Treaty benefits.
29. Big Island Lake submits that a Treaty promise satisfies both legal tests for when a fiduciary duty arises, namely that a fiduciary obligation may arise:
 - (a) from the Crown's discretionary control over a specific or cognizable Aboriginal interest; and/or
 - (b) where the general conditions for a private law *ad hoc* fiduciary relationship are satisfied (i.e., where the Crown has undertaken to exercise its discretionary control over a legal or substantial practical interest in the alleged beneficiary's best interest).
30. First, the benefits of the Annuity Provisions constitute a collective asset of Big Island Lake, in which it had a specific Aboriginal interest as a result of Treaty 6. Further, by signing Treaty 6, the Crown undertook discretionary control over the provision of these benefits. As a result, Big Island Lake submits that a fiduciary duty arises.
31. Second, Big Island Lake states that, by agreeing to the provision of Treaty benefits, the Crown undertook to act in the best interest of Big Island Lake and that a legal or substantial practical interest of the beneficiary or beneficiaries stood to be adversely affected by the Crown's exercise of discretion or control over the provision or non-provision of benefits.

32. Big Island Lake asserts that the common intention between the parties was that the Treaty relationship would last forever. The Treaty promises were never intended to be frozen in time. With respect to the Annuity Provisions in particular, the purpose and intent was to provide Big Island Lake with sums equivalent to the amount required to sustain a livelihood or at least the purchasing power of those sums stated in the Annuity Provisions.
33. Despite the parties' common intention, the Crown has failed to index the Annuity Provisions in line with inflation or any other reasonable economic measure. The Crown's failure to fulfill the Annuity Provisions by providing sums sufficient to sustain a livelihood amounts to a breach of the Crown's fiduciary duties.

VII. Relief Sought

34. Based on the foregoing, Big Island Lake seeks the following relief:
 - (a) in lieu of an order for specific performance of the Treaty obligation, the payment of equitable compensation for Canada's breach of its Treaty obligations and fiduciary duties resulting from the Crown's failure to fulfill the Annuity Provisions of Treaty 6 by providing sufficient sums to sustain a livelihood or to otherwise index the Annuity Provisions for inflation or any other reasonable economic measure, including compound interest;
 - (b) equitable interest or restitution on historical losses suffered by Big Island Lake;
 - (c) such other damages or compensation as this Honourable Tribunal deems appropriate; and
 - (d) costs in relation to the specific claims process.

Dated this 18th day of June, 2026, at the City of Saskatoon in the Province of Saskatchewan.

Per:



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