

F I L E D	SPECIFIC CLAIMS TRIBUNAL	D É P O S É
	TRIBUNAL DES REVENDEICATIONS PARTICULIÈRES	
	June 24, 2026 Mark Chamoun	
Ottawa, ON		1

Tribunal File No.: SCT-6001-26

SPECIFIC CLAIMS TRIBUNAL

BETWEEN:

FROG LAKE FIRST 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* and the *Specific Claims Tribunal Rules of Practice and Procedure*.

June 24, 2026

Date

Mark Chamoun

Registry Officer

TO: Assistant Deputy Attorney General, Litigation, Justice Canada

Bank of Canada Building, 234 Wellington Street East Tower
Ottawa, Ontario K1A 0H8
Fax: 613-954-1920

I. CLAIMANT (r. 41(a))

1. The Claimant, Frog Lake First Nation (the “Nation”), is a First Nation within the meaning of subsection 2(a) of the *Specific Claims Tribunal Act*, SC 2008, c. 22 (the “SCTA”), by virtue of being a “band” within the meaning of the *Indian Act*, RSC 1985, c. I-5, and its reserve lands are situated in the Province of Alberta.

II. CONDITIONS PRECEDENT (r. 41(c))

2. The following conditions precedent as set out in s. 16(1) of the *SCTA* 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

(b) 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. Frog Lake First Nation submitted the *Specific Claim for the Intended Value of Treaty 6 Annuities Frog Lake First Nation* (the “Claim Submission”) on or about August 20, 2024.
4. The Branch determined that the claim met the minimum standards, and the claim was filed with the Minister on or about February 10, 2025.
5. Frog Lake First Nation was informed that the Minister had decided not to negotiate the claim by letter dated March 24, 2026.

III. CLAIM LIMIT (Act, s. 20(1)(b))

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

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

7. The specific claim is filed on the grounds set out in section 14(1)(a) and (c) of the *SCTA*:

(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;

...

(b) 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;

8. Specifically, the Crown failed to distribute annuities with sufficient purchasing power to fulfill the purpose of its annuities promise in breach of the Crown's Treaty obligations and its legal obligations in its administration of assets of the First Nation.

V. FACTS (r. 41(e))

The Crown Negotiated Treaties with the Aim of Gaining Access to First Nation Lands

9. Rupert's Land and the North-Western Territory (which include the lands of present-day Alberta) were admitted into the Dominion of Canada pursuant to the *Rupert's Land and North-Western Territory Order* dated June 23, 1870.
10. The conditions of the admission of these territories into the Dominion of Canada included the payment of £300,000 by the federal Crown to the Hudson's Bay Company and that it would be the responsibility of the federal Crown to treat with First Nations with respect to compensation for lands required for settlement.
11. First Nations' interests going into the numbered Treaties were physical, cultural, and economic survival in the face of disease and the depletion of the buffalo. The First Nations' ambitions were to secure a strong political relationship and to be supplied with what was needed for them to adapt in changing circumstances.
12. The Crown's interests going into the numbered Treaties were focused on gaining peaceful access to First Nations lands. In particular, they were interested in opening the prairies for settlement, resource extraction, and a transcontinental railway while avoiding a conflict such as the Indian Wars in the United States.
13. First Nations negotiating the numbered Treaties maintained that the lands in the North-West Territories belonged to them and argued that the compensation that was paid the Hudson's Bay Company for Rupert's Land, which included the traditional territories of Frog Lake First Nation, should have been paid to them. The representations and actions of the First Nations and the Crown both reflected that accessing First Nations' lands for settlement would require the Crown to compensate the First Nations.

14. The numbered Treaty negotiations, in keeping with the Treaties that preceded them, were focused on the promises and assurances that the Crown would offer in exchange for access to First Nations' lands for settlement. The Crown's promise of benefits that would secure a future for their children and their children's children in the face of rapidly changing economic and environmental circumstances were critical for securing First Nations' adhesion to the numbered Treaties.

Pre-Confederation Treaties and the Development of Annuity Payments

15. *The Royal Proclamation of 1763*, by stipulating that First Nation lands could only be surrendered to the Crown, established a process of treaty-making prior to First Nation lands being accessed for settlement.
16. Initially, the Crown offered lump-sum payments when treating with First Nations. In the early nineteenth century the Crown began to make promises of annuity payments instead. The transition from lump sum payments to annuity payments is, in part, attributable to economic pressures. On the one hand, the Crown sought to shift the burden of Treaties from large initial outlay from Crown coffers to smaller continuing payments that could be borne from land revenues. On the other, the Crown recognized that the depletion of game that First Nation economies had previously relied upon was becoming more scarce and that First Nations required another source of income.
17. Treaties concluded between 1818 and 1836 provided for annuities to be paid in goods, which tied their value to a volume of goods that could be used to sustain the livelihood of individuals and the collective as a whole.
18. The Robinson Treaties of 1850, negotiated by William Robinson with the First Nations along Lakes Huron and Superior shaped the course of the numbered Treaties that followed. The Treaties provided for a lump sum payment of £2,000 and a perpetual annuity of £500, with a provision in the written text that promised an increase in the annuity payment in the event that the territory ceded produced an amount that enabled the Crown to augment the annuity without incurring a loss.

19. The one and only augmentation to the annuities promised in the Robinson Treaties was made in 1875 when the Government of Canada, in response to years of demands from various Chiefs of the two territories, increased the annuities to £1 per capita. In 1877, the Chiefs began petitioning for arrears of the increase to annuity payments for the period 1850-1874, arguing that economic circumstances had existed for many years prior to 1875 to justify this increase. Payment of arrears finally began in 1903.
20. Despite the Crown being aware that augmentation may be required in order to honorably fulfill its obligations when providing a perpetual annuity, the numbered Treaties that followed did not include a provision in the written text that promised an increase in annuity payments.

Uniformity of the Numbered Treaties

21. The payment of annuities remained a central feature of Crown-Indigenous treaties post-confederation.
22. Treaties no. 1 and 2, solemnized in 1871, were the first Crown-Indigenous treaties negotiated by the Dominion of Canada. Canada appointed the Lieutenant-Governor of Manitoba, Adams G. Archibald, and the Indian Commissioner, Wemyss M. Simpson, to negotiate the terms of the Treaties with the Cree and Saulteaux to open up fertile agricultural lands in what is now southern Manitoba for settlement.
23. A copy of the Robinson Treaties was provided to the Treaty Commissioners to guide them in their approach to treaty-making.
24. While negotiating the terms of Treaty no. 1 in 1871, Lieutenant-Governor Archibald made an explicit promise to the First Nations negotiating the Treaty that would be treated in a similar manner to the First Nations of the Robinson Treaties:

Another thing I want you to think over is this: in laying aside these reserves, and in everything else that the Queen shall do for you, you must understand that she can do for you no more than she has done for her red children in the East. If she were to do more for you that would be unjust for them. She will not do less for you because you are all her children alike, and she must treat you all alike.

25. The written texts of Treaties no. 1 and 2 demonstrate the intended direct correlation between the value of the annuity promised and its purchasing power:

Her Majesty's Commissioner shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the district above described, distributing them in families, and shall in every year ensuing the date hereof (...) pay to each Indian family of five persons the sum of fifteen dollars Canadian currency, or in like proportion for a larger or smaller family, such payment to be made in such articles as the Indians shall require or blankets, clothing, prints (assorted colors), twine or traps, at the current cost price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interests of Her Indian people, in cash.

26. The option of providing the annuity in goods or cash demonstrates a link between the numbered Treaties and the pre-confederation Treaties' purpose of providing goods that would enable First Nations to secure their livelihoods in the form of an annuity payment.
27. Treaty 3 was solemnized in 1873. During the Treaty no. 3 negotiations, the Chiefs argued for a higher annuity than was offered under Treaties no. 1 and 2 on the grounds that the lands were more valuable. As had been the case in the Treaty no. 1 and 2 negotiations, the need to ensure their Nations' economic security through cash and goods which supported their livelihoods was a primary concern for the First Nation negotiators.
28. Negotiations for Treaty 4 took place at Fort Qu'Appelle in September 1874. When Treaty 4 was negotiated, starvation and the food security crisis was the primary focus of the First Nation negotiators. Chief Pasqua raised the issue that the money paid to the Hudson's Bay Company for Rupert's Land should have been paid to First Nations.
29. Treaty Commissioner Morris promised the First Nation adherents to Treaty no. 4 that the Crown "would like that you have some money every year to buy things that you need." This promise was made in the context of the impending demise of the buffalo. The Treaty Commissioners represented that the promises that were made were for the benefit of future generations: "for you and for your children, and . . . for the children that are yet to be born." The annuity payments which consisted of "five dollars to every man, woman and child, as long as the sun shines and the water flows" were understood as a for First Nation adherent's livelihood and the livelihood of future generations.

30. Treaty 5 negotiated in 1875 included the same promises respecting presents, annuities and salaries as those contained in Treaty no.3, except that the present was fixed at \$5 rather than \$12.

Treaty 6 Negotiations and Annuities Promise

31. As early as 1871, First Nations in the territory that would be covered by Treaty no. 6 were anxious to enter into a Treaty with the Crown. Illness and the impending extermination of the buffalo posed an existential threat that led to First Nations making urgent requests to treat with the Crown. In addition to threats of disease and starvation, First Nations were also concerned about the encroaching settlement in their lands without a Treaty in place.
32. Canada's interests going into the Treaty no. 6 negotiations were focused on gaining peaceful access to First Nations lands. In particular, they were interested in opening the prairies for settlement, resource extraction, and a transcontinental railway while avoiding a conflict such as the Indian Wars in the United States. Canada's interest in opening the land to settlement and development went hand in hand with its ambitions to move First Nations to reserves and have them transition to settled agriculture.
33. Liard, then the Superintendent General of Indian Affairs and soon to be the Lieutenant Governor of the North-West Territories and a Treaty Commissioner for Treaty no. 6, made the role of annuity payments for Canada's aims of assimilating and transitioning First Nations to settled agriculture clear in a house of commons debate: in response to a concern that First Nations peoples needed access to chattel mortgages to purchase farm equipment Liard replied that they could purchase all the implements they needed with their annuity money.
34. The First Nations' interests going into Treaty no. 6 were physical, cultural, and economic survival in the face of disease and the depletion of the buffalo. The First Nations' ambitions were to secure a strong political relationship and to be supplied with what was needed for them to adapt in changing circumstances.
35. Treaty no. 6 was negotiated and solemnized in 1876. Treaty Commissioner Morris made a number of representations during the negotiations, including that the annuity payments

would remain the same as for the other numbered Treaties and that the Treaty no. 6 adherents could not be treated better than others. He also emphasised that annuities were not for today or tomorrow only but for as long as the sun shines and rivers flow.

36. In his recollection of the negotiations Morris noted that the First Nations were very apprehensive of their future. In response, he repeatedly assured First Nations that what was agreed to would benefit not only them but future generations and emphasised the benefit of annuities for providing for their children. According to the translator for the negotiations, Morris especially emphasised the money each person would get.
37. The Treaty Commissioners did not explain inflation or its potential effects on the real value or purchasing power of cash at any point during the negotiations or adhesion.

The Crown has Failed to Provide Annuities with Sufficient Purchasing Power to Fulfill the Purpose of its Treaty Promise

38. The First Nations that later amalgamated into Frog Lake adhered to Treaty No. 6 near Fort Pitt on September 9, 1876 (Unipouheos) and at Sounding Lake on August 19, 1878 (Puskiakiwenin)
39. The Crown has failed to distribute even the nominal face value of annuities to some members of Frog Lake First Nation. The annuities that they have distributed have not been increased or indexed to goods to maintain their purchasing power.
40. The actual exchange value of the nominal face value of the annuities has declined sharply over time. The value of the annuities provided by the Crown has not been sufficient to provide meaningful support for the livelihoods of its recipients.
41. The Crown has not acted diligently or at all to maintain the actual exchange value of its annuities promise or to ensure that the annuities it distributes have sufficient purchasing power to fulfil the purpose of its annuities promise.

VI. THE BASIS IN LAW ON WHICH THE CROWN IS SAID TO HAVE FAILED TO MEET OR OTHERWISE BREACHED A LAWFUL OBLIGATION

Principles and Standards

42. Claimant pleads and relies upon the established principles of Treaty interpretation, including that the honour of the Crown governs Treaty implementation, and the Crown must avoid the appearance of sharp dealing.
43. The Crown's obligations are not confined to the promises that it reduced to text:
 - a. Historic Treaty texts "recorded an agreement that had already been reached orally and they did not always record the full extent of the oral agreement" (*R v Badger*, [1996] 1 SCR 771 at 52);
 - b. "Where a treaty was concluded verbally and afterwards written up by representatives of the Crown, it would be unconscionable for the Crown to ignore the oral terms while relying on the written terms" (*R v Marshall*, [1999] 3 SCR 456 at 12).
44. Treaty interpretation requires the Court to make honourable sense of the Treaty arrangement and to choose from among the various possible interpretations of the common intention [at the time the treaty was made] the one which best reconciles" the parties' interests (*R v Marshall*, [1999] 3 SCR 456, at 14). In order to do this, the Court may consider the context of the Treaty and identify implied terms even in the absence of ambiguity.
45. In order to fulfill a Treaty obligation, the Crown must take a broad purposive approach to interpretation and "must seek to fulfill the obligation in a way that pursues the purpose behind the promise" — "the honour of the Crown requires the Crown to act in a way that accomplishes the intended purpose of treaty and statutory grants to Aboriginal people" (*Manitoba Metis v Canada*, 2013 SCC 14, at 80 & 73).
46. Treaty rights are not frozen in time or constrained by changes in technology; they must be recognized and affirmed in contemporary form: both historic means and historic standards of living have modern equivalents (*R v Sundown*, [1999] 1 SCR 393 at paras 29, 30, 31 & *R v Marshall*, [1999] 3 SCR 456, at para 7).
47. The honour of the Crown requires it to act diligently to fulfill the purpose of its solemn

promises, and “a persistent pattern of errors and indifference that substantially frustrates the purposes of a solemn promise may amount to a betrayal of the Crown’s duty to act honourably in fulfilling its promise” (*Manitoba Metis v Canada*, 2013 SCC 14, at 82).

Common Intention of the Parties and Purpose of Promise

48. Both parties viewed the annuities as a means for the First Nation adherents to secure supplies to make a livelihood and/or the goods necessary to be self-supporting and avoid destitution.
49. The Crown represented and the First Nation adherents would have understood that annuities would continue to serve that purpose for the benefit of future generations.
50. This common intention reflects the First Nation’s interests in independence and security in the face of economic transition and the Crown’s interests in dealing with the adherent’s Aboriginal title in a manner that is fair to future generations and in providing Treaty benefits that enable adherents to make a livelihood.

Crown Failed to Diligently Fulfill the Purpose of the Annuities Promise

51. The Crown has a duty to purposively interpret its Treaty promise. The Crown cannot fulfill its duty to diligently pursue the purpose behind its Treaty promise unless it has interpreted its Treaty promise purposively. These duties are not ‘mere incantations’.
52. The Crown has not paid annuities in a manner or amount sufficient to meet the purpose of its promise.
53. The Crown has paid only the nominal face value of the annuities despite extreme depreciation rendering the nominal face value nearly worthless in comparison to; the purchasing power it held at the time the Treaty was negotiated and its proportionality to incomes at the time the Treaty was negotiated.
54. The Crown did not meet the legal standard for the fulfillment of a Treaty promise and failed to uphold the honour of the Crown by:
 - a. failing to interpret its promise purposively;

- b. failing to pursue the purpose behind its promise; and
 - c. failing to act diligently to fulfill the purpose of its promise.
55. The Crown has failed to act diligently or at all to maintain the real value of its annuities promise or to ensure that the annuities it distributes have sufficient purchasing power to fulfil the purpose of its annuities promise, has not met the standard of honour required of it in implementing its Treaty promises, and is in breach of its solemn Treaty obligations.

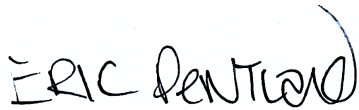
Crown Dealt Sharply with Treaty no. 6 Adherents

56. In the alternative that the Treaty is interpreted as a promise to provide the nominal face value of the annuities promise, the Crown failed to properly inform the First Nation adherents of inflation and its risks and has breached its duty to avoid sharp dealing.
57. It is unconscionable for the Crown to represent that the annuities will be to the benefit of future generations while knowing and/or intending that they would be subject to devaluation through economic forces that the First Nation adherents could not have known of and were not informed of.

VII. RELIEF SOUGHT

58. The Claimant seeks the following relief:
- a. Equitable compensation for Frog Lake First Nation's loss of use caused by the Crown's failure to fulfill its Treaty no. 6 annuities promise;
 - b. In the alternative, equitable damages for Frog Lake First Nation's losses caused by the Crown's sharp dealing in the negotiation and implementation of the Treaty no. 6 annuities promise;
 - c. Costs to be awarded on a solicitor-client basis pursuant to the *Specific Claims Tribunal Rules of Practice and Procedure*, SOR/2011-119, section 110(2) in relation to the Specific Claim and this proceeding; and
 - d. Such other relief as counsel may advise and this Honourable Tribunal deems just.

Dated this June 24, 2026

A handwritten signature in blue ink that reads "ERIC PENTLAND". The signature is written in a cursive style with a large, looping "P" and "L".

Glenn Epp
Eric Pentland
Patrick Benoit

Counsel for the Claimant

Thompson, Laboucan & Epp LLP
Suite 900, 10104 103 Avenue NW
Edmonton, AB T5J 0H5
Phone: (825) 480-6320
Fax: (825) 480-6325
Email: gepp@tlellp.ca
epentland@tlellp.ca
pbenoit@tlellp.ca