



Department of Justice
Canada

Ministère de la Justice
Canada

FACSIMILE TRANSMISSION TRANSMISSION PAR TÉLÉCOPIEUR

SEND TO / ENVOYER À		FROM / DE	
Name / Nom: Mr. Ben Jetten		Name / Nom: Gary Penner Counsel, Aboriginal Law Section	
Address / Adresse: Blake, Cassels & Graydon Barristers & Solicitors Patent & Trade-mark Agents Box 25, Commerce Court West Toronto, Ontario M5L 1A9		Address / Adresse: Ontario Regional Office The Exchange Tower 130 King Street West Suite 3400, Box 36 Toronto, Ontario M5X 1K6	
Fax # / No du télécopieur: (416) 863-2653	Tel. No. / No du Tél: (416) 863-2938	Fax # / No du télécopieur: (416) 973-5004	Tel. No. / No du Tél: (416) 954-8621
Comments / Commentaires: Six Nations v. Canada and Ontario			
TRANSMISSION			
Number of Pages / Nombre de page:	Date / La date:	Time / Heure:	
27 pages (including cover)	April 28, 1999		
SECURITY INSTRUCTIONS / INSTRUCTIONS SÉCURITÉ			
<p>Unclassified documents only VIA clear transmission. Protected information permitted within Justice secure FAX network. Documents non cotés à transmettre sans protection. Renseignements protégés par le réseau des télécopieurs protégés de la Justice.</p> <p>Protected document / Document protégés? <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non</p>			

NOTICE:

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify us immediately by telephone. Thank you.

Cette communication est exclusivement destinée à qui elle est adressée. Elle peut contenir de l'information privilégiée, confidentielle et ne pouvant être divulguée selon la loi applicable à l'espèce. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement par téléphone. Merci.

In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquer avec:

Name / Nom: Julie at / au: (416) 973-9254



Department of Justice
Canada

Ministère de la Justice
Canada

Ontario Regional Office
The Exchange Tower
130 King Street West
Suite 3400, Box 36
Toronto, Ontario
M5X 1K6

Bureau régional de l'Ontario
la tour Exchange
130 rue King ouest
Pièce 3400, C/P 36
Toronto (Ontario)
M5X 1K6

Tel: (416) 954-8621
Fax: (416) 973-5004
Internet: Gary.Penner@justice.x400.gc.ca

Our File: TO.216788
Your File: 34539/61

April 28, 1999

BY FAX

Blake, Cassels & Graydon
Barristers & Solicitors
Box 25, Commerce Court West
Toronto, Ontario
M5L 1A9

Attention: Ben A. Jetten

Dear Mr. Jetten:

Re: Six Nations v. Canada and Ontario

This is further to the Demand for Particulars addressed to the Attorney General of Canada dated December 1, 1998.

As set out in our letter of December 23, 1998, it is Canada's position that a demand for particulars is not appropriate during the discovery stage in these proceedings. However, we indicated that Canada would give diligent consideration to the questions posed, and would be prepared to provide the answers in due course. We also requested that you reformat the questions as written interrogatories, so that we could provide the answers in the appropriate format as ordered by Mr. Justice Kent.

We note that you have declined to put the questions into the written interrogatory format, and that part of the relief you are seeking in your Notice of Motion returnable May 17, 1999, is an order requiring Canada to provide full particulars of the allegations made in Canada's Statement of Defence. We will be opposing the appropriateness of the Demand for Particulars. Nonetheless, in keeping with our commitment to move this litigation along, we can provide you now with the results of DIAND's research efforts to date that address matters of fact. The numbering system will follow that of the Demand for Particulars:

- 1(a). Question of law. As stated in our correspondence of January 8, 1999, we refer you to section 23 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c-50, whereby it specifies that proceedings against the Crown may be taken in the name of the Attorney General of Canada. It is apparent from that section, and from Canada's statement of

Canada

- 2 -

defence in this proceeding, that the Attorney General of Canada represents Her Majesty the Queen in Right of Canada.

- 1(c). It is apparent from Canada's Statement of Defence that Canada has made no allegations in respect of "political trust."
2. Questions of law. In respect of subparagraphs (e) and (f), we repeat what was stated in our correspondence of January 8, 1999. To the extent that Canada has questioned the jurisdiction of the Court to grant the relief claimed in this action, please see paragraphs 121 and 134 of Canada's Statement of Defence. Any other allegations Canada has made regarding the relief claimed go to the appropriateness of the relief, not the jurisdiction of the court.

3 (a) to (d).

Questions of law.

- 3(e). Canada has held title and possessed assets belonging to or held for the benefit of the Six Nations on or after July 1, 1867.
- 3(f). Those assets referred to in subparagraph 3(e) were held by the Province of Canada immediately prior to July 1, 1867.

In support of the answers provided in 3(e) and (f) above, see the *Constitution Act, 1867*, which transferred administration and control of Six Nations assets as well as the Crown's underlying interest in reserve lands from the Province of Canada to Canada as of July 1, 1867.

- 3(h). As stated in Canada's response to paragraph 14(a)-(u) of the Plaintiff's Request to Admit dated July 23, 1998:

"According to the Lands Registry of the Department of Indian Affairs, the Crown in Right of Canada holds for the Plaintiff 'Six Nations Indian Reserve No. 40' and 'Glebe Farm I.R. No. 40B.'"

Also as stated in Canada's response to paragraph 16(ee) of the Plaintiff's Request to Admit dated July 23, 1998:

"As of February 1, 1995 the Crown in Right of Canada was in possession of \$2,194,350.07."

4. Whether the *Royal Proclamation, 1763* "was and is a part of the laws in force in Canada and Ontario and binds the Crown" is a question of law. Whether the *Royal Proclamation*,

- 3 -

1763 was ever repealed is, in part, a question of law. Factual aspects of this question were previously asked at paragraph 1 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 1 of Canada's Reply to the Demand dated March 19, 1996.

5(a) to (c).

Questions of law.

5(d). Canada will admit, when properly asked, that the plaintiff band is the successor to the beneficial interest of the lands allotted to the Six Nations under the Haldimand Proclamation and the Simcoe Patent.

5(e). Again, as stated in Canada's response to paragraph 14(a)-(u) of the Plaintiff's Request to Admit dated July 23, 1998:

"According to the Lands Registry of the Department of Indian Affairs, the Crown in Right of Canada holds for the Plaintiff 'Six Nations Indian Reserve No. 40' and 'Glebe Farm I.R. No. 40B.'"

6. As noted in Canada's response to paragraph 3 of the Plaintiff's Request to Admit dated July 23, 1998:

"Canada can further admit that some members of the Six Nations are likely descendants of the Iroquois people who settled on the lands allotted to them by the Crown, but without a genealogy, cannot make any definitive statement about the ancestry of the entire band."

7. The land referred to at paragraph 79 is that granted under the Haldimand Proclamation and the Simcoe Patent.

The Haldimand Proclamation describes the lands promised in 1784:

I have at the earnest desire of many of these his Majesty's faithful allies purchased a Tract of Land from the Indians situated between the Lakes Ontario, Erie & Huron and I do hereby in His Majesty's name authorise and permit the said Mohawk Nation and such others of the Six Nations Indians as wish to settle in that Quarter to take possession of and settle upon the Banks of the River commonly called the Ouse or Grand River, running into Lake Erie allotting to them for that purpose Six miles deep from each side of the River beginning at lake Erie and extending in that proportion to the head of the said River which them [sic] & their posterity are to enjoy for ever.

- 4 -

The Simcoe Patent of 1793 described it as follows:

All that District or Territory of Land being parcel of a certain District lately purchased by us of the Mississague Nation lying and being in the Home District of Our Province of Upper Canada, beginning at the mouth of a certain River formerly known by the name of Ours or Grand River now called the River Ouse, where it empties itself into Lake Erie and running along the Banks of the same for the space of six miles on each side of the said River or a space co-extensive therewith conformably to a certain survey made of the said Tract of Land and annexed to these presents and continuing along the said River to a place called or known by the name of the forks and from then along the main stream of the said River for the space of six miles on each side of the said stream or for a space equally extensive therewith as shall be set out by a survey to be made of the same to the utmost extent of the said River as far as the same has been purchased by Us and as the same is bounded and limited in a certain Deed made to us by the Chiefs and people of the said Mississague Nation, bearing date the seventh day of December in the year of our Lord one thousand seven hundred and ninety-two . . .

The Mississauga surrender, clearly referenced in both documents, sets out the northern boundary of the lands in the 1792 document:

all that tract or parcel of land lying and being between the Lake Ontario and Erie beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort known by the name of Messissague Point and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario, and from thence north forty-five degrees west fifty miles; thence south forty-five degrees

8. These are questions of law. Subquestion 8(e) was previously asked at paragraph 59 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 59 of Canada's Reply to the Demand dated March 19, 1996.

9(a). Legal title to all Six Nations lands was and remains vested in the Crown.

9(b) & (c).

Whether Joseph Brant had the "capacity" necessary to effectively appoint Colonel William Claus a trustee of Six Nations property is a question of law. The fact is that the Six Nations, in granting Joseph Brant power of attorney over their affairs, gave Joseph Brant explicit authority to appoint trustees. Factual aspects of this question were previously asked at paragraph 25 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 25 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 1, Doc. No. 61.

- 5 -

10. Question of law.
11. Whether the Six Nations had the "capacity" necessary to effectively appoint William Claus, John Claus, J.H. Dunn or other persons trustees of assets legal title to which was vested in the Crown for the benefit of Six Nations is a question of law. The fact is that the Six Nations purported to do so. Factual aspects of this question were previously asked at paragraphs 15, 17, 18, 19, 27 and 61 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraphs 15, 17, 18, 19, 27 and 61 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 2, Doc. No. 32; Claim 3, Doc. No. 69; claim 4, Doc Nos. 64, 68, 69, 79, 88, 89, 93 and 152; Claim 9, Doc. No. 1.

12(a) & (b)

Whether Six Nations had the responsibility for enforcing the terms of the Selkirk Mortgage is a question of law. Whether the Six Nations had the capacity necessary to effectively give responsibility for enforcing the Selkirk Mortgage to the Claus trustees is also a question of law. The fact is that Six Nations purported to give responsibility for collecting such payments to the Claus trustees. Factual aspects of this question were previously asked at paragraph 65 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 65 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 2, Doc. No. 27. In further support of the allegations contained in paragraph 89 of the Statement of Defence of the Attorney General of Canada, see Claim 2, Doc. Nos. 18, 21, 22, 23, 24 and 29.

13. The "land conveyancing system" established in British North America is grounded in the British common law, which holds that upon the assertion of Crown sovereignty, the underlying title to all lands was vested in the Crown. Pursuant to the terms of the *Royal Proclamation, 1763*, the Governor and his council were given "full power and authority" to act on behalf of the Crown in respect of "lands, tenements and hereditaments." See also the Commissions issued to all Governors, wherein such wording is repeated, and wherein the respective Governors were empowered to keep and use the public seal required for issuing, *inter alia*, patents to land. Such patents were a legal requirement before the Crown's legal title to land could pass. Eventually the issuance of patents became subject to legislative authority, but this did not alter the legal requirement that the Crown's legal title to land could only pass by the issuance of a patent. As Indian lands were considered to be Crown lands, they could not be alienated without the consent of the Crown.
14. Whether Six Nations had the capacity necessary to give Joseph Brant a power of attorney with the powers as outlined in paragraph 14 of the Demand for Particulars is a question of law. The fact is that Six Nations purported to give a power of attorney with such powers

- 6 -

to Joseph Brant. Factual aspects of this question were previously asked at paragraph 8 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 8 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 1, Doc. No. 61.

15(a) & (b).

As stated in Canada's Defence at paragraph 85, with respect to the Claus estate, "there are no such records extant today, to the knowledge of this Defendant, which would permit such an accounting to be done, except those already in the possession of the Plaintiff." Given Canada's pleading, that the records that are within Canada's knowledge would not permit a full accounting from Claus's estate to be done, Canada does not understand the Plaintiff's question.

That being said, there are some partial records available, and those within the knowledge of Canada have been listed. See Canada's List of Documents, Claim 2, Doc. Nos. 34 and 37; Claim 4, Doc. Nos. 24, 28, 58 and 60. Further, other records which may have been in existence to permit a full accounting to be done of the Claus estate were given to Six Nations through its lawyer, and at its Council on September 28, 1831. Canada has no knowledge of the nature of these records or their location today. See Canada's List of Documents, Claim 4, Doc. Nos. 105, 106 and 119.

- 15(c). Canada has not alleged, and has no knowledge, that there are relevant records in the possession, power or control of the plaintiff that have not been listed in the Plaintiff's affidavits of documents.
16. Whether Six Nations had the capacity to effectively instruct William Claus to hold securities received from the sale of Six Nations' lands, make loans or distribute money among the different tribes is a question of law. The fact is that Six Nations did so instruct William Claus. Further, William Claus did make loans and distribute money for several years. Factual aspects of this question were previously asked at paragraph 17 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 17 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 4, Doc. Nos. 69 and 152.
17. Whether Six Nations had the capacity necessary to instruct William Dickson as alleged in paragraph 33 of Canada's Statement of Defence is a question of law. The fact is that the Six Nations did so instruct William Dickson. Factual aspects of this question were previously asked at paragraph 21 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 21 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 4, Doc. Nos. 95 and 100.

- 7 -

18. Whether a limitation period is applicable is primarily a question of law. Further, the Defendant cannot possibly know with any precision when an action or other proceeding to enforce "this claim" could first have been instituted without yet having had the opportunity to discover the Plaintiff. However, the Defendant was aware when pleading that the Plaintiff advanced aspects of this claim in the Federal Court approximately 50 years prior to the issuance of this claim.
19. Canada has no reason to believe that the compensation for the land patented to the Grand River Navigation company was not full and fair.
- 20(a). Canada pleads at paragraph 103 of its Statement of Defence that "no Six Nations lands were sold without the consent of the Six Nations Council." It is implicit in the pleading that Canada alleges that "no Six Nations' lands were sold or conveyed without the Six Nations' agreement as to the nature and amount of the consideration to be obtained in return for such sale or conveyance."
- 20(b). At paragraph 103 of its Statement of Defence, Canada denies that the Crown breached any alleged "fiduciary obligations" arising from surrenders of Six Nations lands in the 1830 and 1840s. Whether "full and fair compensation" was obtained by the Crown on behalf of the Six Nations in respect of surrenders, sales and leases of land is in part a question of law. Whether any fiduciary obligations were breached in the course of dealing with Six Nations lands is entirely a question of law. It is Canada's view, that based on the Plaintiffs response to question 13 of Canada's Demand for Particulars dated October 10, 1995, the Plaintiff cannot make out a case either factually, or in law, that any such breach occurred.
- 20(c). Question of law.
21. Question of law.
22. The benefits referred to are those that flow to First Nations from the Crown policy to protect the interests of the Indians in transactions with third parties.
- 23(a). Whether there was a fiduciary or other duty on the Province of Canada to obtain full and fair compensation for Six Nations' lands "otherwise transferred" is a question of law.
- 23(b). Documentary evidence demonstrates that in the 1830s and 1840s valuations were ordered and carried out on lands prior to their sale. Reference is made to the following documents:

In a letter of instruction from Jarvis to surveyor Robert Wells, Jarvis mentions that Well's report must conform to a "system recently established for the valuation of Crown lands."

- 8 -

Samuel Jarvis to Robert Wells, 20 Jan 1842 (Claim 10, Doc. No. 129)

see also: Samuel Jarvis to James Kirkpatrick, 20 Jan 1842 (Claim 10, Doc. No. 128)

The Governor General had to approve the valuations in council before any sales were effected:

GG to Commissioner of Crown Lands, 4 Aug. 1843 (Claim 10, Doc. No. 149)

Evidence of government officials instructing its surveyors to conduct evaluations prior to sales is found in

OIC, 27 November 1840 (Claim 12, Doc. No. 157)

Jarvis to John Davidson, Commissioner of Crown Lands, 15 Jan 1842. (Claim 12, Doc. No. 220)

Jarvis to James Kirkpatrick, 20 Jan 1842 (Claim 12, Doc. No. 221)

Higginson to Kirkpatrick, 12 March 1845 (Claim 10, Doc. No. 252)

Evidence of these instructions being carried out is in

Jarvis to Commissioners, 30 Jan 1843 (Claim 3, Doc. No. 162)

Jarvis to Robert Sullivan, 28 June 1843 (Claim 10, Doc. No. 147)

James Little to Higginson, 26 Sept. 1845 (Claim 10, Doc. No. 312)

Evidence that Indian department officials were refusing to sell lands that had not been evaluated may be found in:

George Vardon to Jacob Turner, 17 Feb. 1842 (Claim 10, Doc. No. 130)

George Vardon to Arthur Smith, 29 March 1842 (Claim 12, Doc. No. 236)

Jarvis to Buchanan, 28 June 1843 (Claim 12, Doc. No. 273)

Evidence of Six Nations consent to the valuations is found in:

- 9 -

John Brant to Z. Mudge, 30 July 1830

Evidence of Six Nations selling land that had been evaluated:

Surrender of tract to Thomas Bryant, 25 Sept. 1838. Appended to the surrender is an affidavit signed by Deputy Surveyor Lewis Burwell concerning the valuation. (Claim 10, Doc. No. 88)

Six Nations Minutes, 25 March 1845 (Claim 12, Doc. No. 397)

24. At paragraph 113 of its Statement of Defence, Canada denied "that the subject lands were taken for military purposes" under the 1840 legislation referred to. Factual aspects of this question were previously asked at paragraph 79 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 79 of Canada's Reply to the Demand dated March 19, 1996. See Canada's List of Documents, Claim 11, Doc. Nos. 51 and 52.

In addition, Canada has no knowledge of any compensation paid to or for the benefit of the Six Nations with respect to Lots 25 and 26, Concession 4, of the Township of Dunn.

25. The Land Sales System contains a number of entries for sales from the aforementioned tracts. They are as follows:

Township	Tract	No. of sales entries
Brantford	Johnson Settlement	183*
Brantford	Oxbow	7
Brantford	Eagles Nest	38
Onondaga	Martins Tract	1

Lands staff explained that the Land Sales records are likely not complete, perhaps explaining the lack for entries for the Oxbow and the Martins Tract. Additional documentation for sales in these tracts, according to Lands, could possibly be found in records of the National Archives. In addition, it also seems possible that some entries are from the Martins Tract but are not specifically identified as such.

A chart tracking the sale of individual tracts, with accompanying details is attached as Schedule A.

*The Lands Sales System printed off any sales that mentioned "Johnson Settlement," thus a number of entries were printed off that included lots described as "east" or "west of Johnson Settlement." When these were deleted the number of entries was 183.

- 10 -

26. (a) Question of law.
- (b) Question of law.
- (c) The charge backs were justified on the "principle that the Indians were in justice liable to share of the Office expenditure, proportional to the services rendered to them, based upon receipt of their sums." (R.B. Sullivan, Surveyor General, 6 January 1840 - Claim 13, Doc. 34)

Further, there has, since 1860, legislation empowering the Crown to charge back administrative costs:

- 1) June 30, 1860, *An Act Respecting the Management of the Indian Lands & Property*, Statutes of Canada, 23 Vict. Chap. 151, Section 8
- 2) May 22, 1868, *An Act Providing for the Organization of the Secretary of State of Canada, and for the Management of the Indian and Ordinance Lands*. S.C. 1868 31 Vict., c. 42 - Section II
- 3) April 12, 1876, *An Act to Amend and Consolidate the Laws Respecting Indians* 39 Vict. Chap. 18 Statutes of Canada - Section 59
- 4) May 7, 1880, *An Act to Amend and Consolidate the Laws Respecting Indians*, 43 Vict. Chap. 18 Statutes of Canada - Sections 69, 70, 71
- 5) June 3, 1895, *An Act to further Amend the Indian Act* - Amendment to Section 70
- 6) 1906 Amendments to *Indian Act*, Sections 87, 84 and 89

Canada has no knowledge of Bands of Indians without assets being administered by the Crown or any differential treatment in the administration of assets.

27. (a) The management of Indian monies is governed by sections 61 to 69 of the *Indian Act*. The authority to disburse Indian monies out of the Consolidated Revenue Fund is found in subsection 21(1) of the *Financial Administration Act*.
- (b) (i) A passing over of Six Nations' trust accounts is being done as a matter of policy. If, however, by "an accounting" Six Nations means a forensic audit, Canada maintains that it has no responsibility to provide such an audit. Audits done on present day accounts which have been kept using modern accounting methods can cost in the million dollar range for a short period of years. To

- 11 -

undertake an audit of a 200 year period using archaic accounting methods would clearly be of far greater expense. Canada's policy is to pass over copies of accounts but it will not incur the expense of providing analysis of those accounts. If an audit of any portion is required, it is done at the expense of the First Nation.

(ii) The production of complete accounts from 1784 to present would be a practical impossibility as the accounting records for Six Nations were not in control of the crown until the mid-19th century. Furthermore, some records have been accidentally destroyed or lost over the centuries.

A forensic audit would be a practical impossibility due to the length of time covered, and the state and complexity of records. It is Indian Affairs' experience, in attempting to create an inventory of Six Nations' lands, that records are far too scattered, extensive, and incomplete to create a complete record of all transactions and related documents.

28. As stated in paragraph 18 above, whether a limitation period is applicable is primarily a question of law. Further, the Defendant cannot possibly know when an action or other proceeding to enforce "this claim" could first have been instituted without yet having had the opportunity to discover the Plaintiff. However, the Defendant was aware when pleading that the Plaintiff advanced aspects of this claim in the Exchequer Court over 50 years ago.
29. Whether Canada has an obligation to account as set out in paragraph 81 of the Amended Statement of Claim is a question of law.
30. Whether the Plaintiff has waived their right to the relief claimed in the action is a matter of law. Further, this question was previously asked at paragraph 90 of the Plaintiff's Demand for Particulars dated January 26, 1996, and responded to at paragraph 90 of Canada's Reply to the Demand dated March 19, 1996. The allegation of Canada, as set out at paragraph 131 of its Statement of Defence is that there has been excessive delay, and that such delay makes the prosecution of the action against Canada unreasonable.
31. What Canada or the Six Nations argued in *Miller v. The Queen*, [1950] S.C.R. 168, or in *Regina v. Secretary of State* (1982), 1 Q.B. 892, is not relevant to these, or any other proceedings. What *Miller v. The Queen* or *Regina v. Secretary of State* decided is a question of law.
32. Canada's pleading at paragraph 135 of its Statement of Defence was in response to the Plaintiff's pleading at paragraph 23(e) of its Statement of Claim, wherein the Plaintiff made the general, non-specific assertion that the Crown "repeatedly" breached its obligations to the Six Nations by "taking or permitting the taking" of Six Nations lands for various public purposes without obtaining lawful surrenders or providing full and fair

- 12 -

compensation to the Six Nations. In Canada's Demand for Particulars dated October 10, 1995, Canada asked the Plaintiff to provide particulars of the alleged breaches. In Reply, the Plaintiff did not provide particulars, answering that the particulars "are those particulars as will be revealed by a proper account," with examples as "described in the statement of claim and [as] should be evident from reading the material facts which are pleaded." If the plaintiff wishes to know what legislative authority Canada relies on for such alleged takings, Six Nations would have to be specific about what takings it is referring to in its pleadings.

33. The Crown in Right of Canada became responsible for the distribution and disbursement of funds held to the credit of the Six Nations Band on July 1, 1867. Section 129 of the *Constitution Act, 1867* provided that, except as otherwise provided, all laws in force at the Union shall continue in force as if the Union had not been made until repealed, abolished or altered by the Parliament of Canada. The legislation in force at the Union governing the distribution and disbursement of funds held to the credit of the Six Nations Band was *An Act Respecting the Management of Indian Lands and Property*, 23 Vict., c. 151 (1860). Section 8 provided as follows:

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, shall be invested . . . and how the payments to which the Indians may be entitled shall be made, and shall provide for the general management of such lands, moneys, and property, and what percentage or proportion thereof shall be set apart . . . to cover the cost of . . . such management under the provisions of this Act . . .

In May 1868 Canada passed its own legislation in respect of Indian Affairs titled *An Act providing for the organization of the Department of the Secretary of State of Canada, and for the management of Indian and Ordnance Lands*, 31 Vict., c. 42 (1868). See sections 5, 7, 11, 30 and 40 regarding government control over the management of Indian lands, property and funds.

Subsequent amendments are as follows:

Indian Act, 39 Vict., c. 18 (1876). A consolidation of legislation regarding Indians and their lands which had been enacted to that time. Subsections 58 and 59 were generally the same as sections 7 and 11 in the above 1868 Act. Section 11 was amended. See also sections 60 and 72.

Indian Act, 43 Vict., c. 28 (1880). See sections 70 and 71

Indian Act, 49 Vict., c. 4 (1886). Amended section 70 of the 1880 Act.

- 13 -

Amendments to the Act, 50-51 Vict., c. 33 (1877). Amended sections 72 and 73 of the 1886 Act to give the Superintendent General greater discretion in applying the annuities and interest payments.

Amendments to the Act, 57-58 Vict., c. 32, (1894). Added a new section (139) regarding the expenditure of capital funds.

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 its reserve . . .

Amendments to the Act, 58-59 Vict., c. 35 (1895). Altered section 70 of the 1886 Act to refine the Governor in Council's authority. This section was in turn repealed and replaced by amendments to the Act in 1898 (61 Vict., c. 34). Further amendments to this section were made in the 1906 Act.

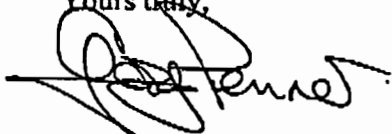
Indian Act, R.S.C., c. 98, (1927). Sections 90-94 deal with management of Indian moneys.

Indian Act, R.S.C., c. 29 (1952). See sections 61-69.

Indian Act, R.S.C., c. I-6, (1970). See sections 61-70.

I trust you will find the enclosed to be order. If you have any questions, I would be pleased to address them.

Yours truly,



Gary Penner
Counsel, Aboriginal Law Group

c. J.T.S. McCabe

Encl.

SCHEDULE "A"

Sales: Eagles Nes, Oxbow, Johnson Settlement, Martins Tract

Sales: Eagles Nest, Oxbow, Johnson Settlement, Martins Tract				
Legal Description	Year of Sale	Original Amount of Sale	Amount of Money shown in Patent	Interest Paid
Lot 17 River Martin's Tract Lot 3 Concession 3 Range 3	1869/01/07	\$1286.40	\$1286.40	\$33.93
1 Eagles Nest Range 1	1849/10/23	£38.08.00	£38.08.00	
East Part Lot 2 Eagles Nest	1854/08/29	£98.12.06	£182.10.04	
Lot 4 Eagles Nest	1851/10/31	£185.19.03	£185.19.00	
Part Parcel A Lot 5, Eagles Nest Tract	1960/04/21	N/A	\$25000.00	
Part of Lot 5 Eagles Nest	1894/10/13	\$157.38	\$157.38	
Part of Mohawk Mission Lot A strip of land 50 feet wide in Lot 5 Eagles Nest	1909/03/29	\$30.00	\$30.00	
Part of Lot 5 Eagles Nest Tract	1909/12/22	\$332.10	\$332.10	
Part of Lot 5 Eagles Nest Tract	1912/09/25	\$33.42	\$33.42	
Lot 5, parcel of land in the Eagles Nest Tract, 66 feet wide in Lot No.5	1918/06/13	\$161.00	\$161.00	
Lot 6 Eagles Nest	1846/12/12	£80.20.00	£80.20.00	
Lot 8 Eagles Nest	1886/07/09	\$1975.40	\$1975.40	
South East Part Lot 5 Eagles Nest	1870/07/19	\$108.90	\$108.90	
West Part Lot 9 Eagles Nest Range River	1871/05/03	\$1252.50	\$1252.50	
Part of East Part Lot 9 Eagles Nest Portion D. Barber	1854/03/31	£53.04.04	\$212.87	
North East Lot 10 Eagles Nest	1849/01/18	£175.00.00	£175.00.00	
Centre Part Lot 10 Middle Eagles Nest	1849/01/18	£131.10.08	£131.10.08	
South West Lot 10 Eagles Nest	1849/03/03	£105.00.00	£105.00.00	
Lot 11 Eagles Nest	1853/11/01	£2.00.00	£2.00.00	
South West Part of Lot 12 Eagles Nest	1853/11/01	£2.00.00	£2.00.00	
East Part of Lot 12 Eagles Nest	1854/08/29	£83.18.00	£182.10.04	
Lot 13 Eagles Nest	1852/12/24	£79.00.00	£79.00.00	
Lot 14 Eagles Nest	1847/11/16	£22.06.00	£22.06.00	

South West Part Lot 15 Eagles Nest	1888/05/12	\$100.00	N/A	\$25.00
Part of Lot 15 Eagles Nest	1888/02/27	\$4584.00	\$4584.00	
Part of Lot 16 Eagles Nest	1888/02/27	\$4584.00	\$4584.00	
South Part Lot 17 Eagles Nest	1888/02/27	\$4584.00	\$4584.00	
North Part of Lot 17 Eagles Nest	1857/03/27	£189.10.06	\$758.10	
North Part Lot 18 Eagles Tract	1855/10/08	£102.07.06	\$409.50	
South Part of Lot 18 Eagles Nest	1855/10/05	£239.00.00	\$956.00	\$89.23
Lot 19 Eagles Nest	1855/10/05	£239.00.00	\$956.00	\$89.23
Lot 21 Eagles Nest	1857/03/27	£189.10.06	\$758.10	
Lot 22 Eagles Nest	1846/12/31	£47.04.00	£47.04.00	
Lot 23 South of Hamilton Rd. Eagles Nest, Range 1	1853/02/22	£61.12.00	£61.12.00	
Lot 25 Range 1 Eagles Nest South Hamilton Rd.	1847/09/28	£99.05.05	\$397.08	
Lot 26 Eagles Nest	1893/01/06	\$525.00	\$525.00	
Part of Block C, North of Lot 2 in the Eagles Nest Tract and contiguous to Nav. Co. Lands	1875/11/04	\$74.00	\$74.00	
Lot 28 south of Hamilton Rd. Eagles Nest Book, Range 1	1848/12/29	£227.00.00	£227.00.00	
Lot 17, Eagles Nest	1857/03/31	\$92.12	Sale cancelled	
Lot A Concession 3 Range 3 A Gore Johnson Settlement	1845/10/28	£23.19.00	£23.19.00	
Lot B Concession 3 Range 3 Johnson Settlement	1847/10/20	£77.03.09	£77.03.09	
Lot C Concession 3 Johnson Settlement	1857/02/20	£286.05.00	\$1141.00	\$128.90
North Portion of South Half Lot 36 Concession 3 Range 3 Johnson Settlement	1857/10/31	£180.02.06	\$720.50	
South Part of South Half of Lot 36 Concession 3 Johnson Settlement	1857/02/20	£286.05.00	\$1141.00	\$128.90
North Part of Lot 37 Concession 3 Range 3 Johnson Settlement	1845/10/25	£100.00.00	£100.00.00	

Centre of Lot 37 Concession 3 Johnson Settlement	1854/07/26	£217.10.00	£217.10.00	
South end of Lot 37 Concession 3 Range Johnson Settlement	1854/07/31	£98.12.00	\$394.40	
North Part of Lot 38 Concession 3 Range 3 Johnson Settlement	1846/06/24	£218.15.00	£218.15.00	
Centre of Lot 38 Concession 3, Johnson Settlement	1854/07/26	£217.10.00	£217.10.00	
South End Lot 38 Concession 3, Range 3, Johnson Settlement	1854/07/31	£98.12.00	\$394.40	\$42.08
North Half Lot 39 Concession 3 Range 3 Johnson Settlement	1850/03/21	£135.00.06	£135.00.06	
South Half Lot 39 Concession 3 Range 3, Johnson Settlement	1849/01/08	£122.15.00	£122.15.00	
North Half Lot 40 Concession 3 Range 3 Johnson Settlement	1845/10/24	£118.15.00	£118.15.00	
South Half Lot 40 Concession 3 Range 3 Johnson Settlement	1849/06/05	£122.15.00	£231.10.00	
North 1/4 Lot 41 Concession 3 Range 3 Johnson Settlement	1845/10/25	£59.07.06	£59.07.06	
South Half of North Half Lot 41 Concession 3 Range 3 Johnson Settlement	1847/04/06	£59.07.06	£57.07.06 (typing error in LSS?)	
South Half Lot 41 Concession 3 Range 3 Johnson Settlement	1847/03/31	£118.15.00	\$475.00	\$324.60
North Part of Lot 42 Concession 3, Range 3 Johnson Settlement	1850/12/10	£58.06.02	\$233.23	
South Half of North Lot 42 Concession 3, Range 3, Johnson Settlement	1849/01/08	£55.04.09	\$220.95	\$135.60
South Half of Lot 42 Concession 3 Range 3 Johnson Settlement	1845/10/09	£172.13.09	£172.13.09	
South Half of Gore Lot 43 Concession 3 Range 3 Johnson Settlement	1845/10/20	£172.13.09	£172.13.09	
North Half Lot 43 Concession 3 Range 3 Johnson Settlement	1845/10/21	£100.00.00	£100.00.00	
Broken Lot 44 Concession 3 Range 3 Johnson Settlement	1845/10/18	£142.06.03	\$569.25	\$70.44
Lot 45 Concession 3 Range 3 Johnson Settlement	1850/12/03	£188.07.06	£188.07.06	
North End Lot 46 Concession 3 Range 3 Johnson Settlement	1845/10/22	£73.02.06	£73.02.06	

South Part Lot 46 Concession 3 Range 3 Johnson Settlement	1857/01/20	£146.00.00	\$584.00	\$327.00
Gore Lot 47 Concession 3 Range 3 Part Lying North of Fairchild Creek Johnson Settlement	1855/05/28	£173.12.06	\$308.28	\$178.70
North Part of Lot 48 Concession 3, Range 3 Johnson Settlement	1860/09/05	\$608.75	\$608.75	\$173.80
South East Part Lot 48 Concession 3 Range 3 Johnson Settlement	1860/10/04	\$573.40	\$573.40	\$231.20
South West Part Lot A Concession 3 Range 3 Johnson Settlement	1857/08/03	£179.02.05	\$716.48	\$132.00
South Part Lot A Concession 3 Range 3 Johnson Settlement	1849/01/13	£124.17.06	N/A	
Part of Lot B Concession 4 Range 4 Johnson Settlement	1857/01/27	£29.03.10	£29.03.10	
2 Parts Lot B Concession 4 Range 4 Johnson Settlement, 2 Parts of the Lot Letter b (26.5) A plus 7 acres	1856/12/29	£95.00.00	£95.00.00	
Part of Lot C Concession 4 Range 4 Johnson Settlement	1848/07/31	£77.00.00	£101.15.00	
Lot D Concession 4 Range 4 Johnson Settlement	1850/09/19	£220.00.00	£220.00.00	
Lot E Concession 4 Range 4 A Gore Johnson Settlement	1845/10/28	£131.05.00	£131.05.00	
North Part Lot 37 Concession 4 Range 4 Johnson Settlement	1846/06/24	£126.15.00	£125.06.00	
South Part of Lot 37 Concession 4 Range 4 Johnson Settlement	1852/05/05	£178.09.00	£178.09.05	
South Part Lot 38 Concession 4 Range 4 Johnson Settlement	1849/01/20	£02.00.00	£02.00.00	
West Part of North Part of Lot 38 Concession 4 Range 4 Johnson Settlement	1848/09/16	£101.10.00	N/A	
North Part Lot 39 Concession 4 Range 4 Johnson Settlement	1848/07/11	£159.05.00	£159.05.00	
Part of South Part Lot 39 Concession 4 Range 4 North of the Hamilton Plank Rd. Johnson Settlement	1849/12/19	£189.00.00	£189.00.00	

Part of South Part Lot 40 Concession 4 Range 4 North of Hamilton Plank Rd. Johnson Settlement	1849/12/19	£189.00.00	£198.00.00	
North Part Lot 40 Concession 4 Range 4 Johnson Settlement	1849/06/05	£108.15.00	£231.10.00	
Broken Lot 41 Concession 4 Range 4 Johnson Settlement	1845/10/27	£80.12.06	£80.12.06	
Lot 42 Concession 4 Range 4 Johnson Settlement	1845/10/24	£81.00.00	£81.00.00	
Lot 43 Concession 4 Range 4 Johnson Settlement (could be A Gore)	1845/10/24	£81.00.00	£81.00.00	
South Half Lot 41 Concession 1 Range 1 Johnson Settlement	1845/10/16	£137.10.00	£137.10.00	
South Half of South Half Lot 35 Concession 2 Range 2 Johnson Settlement	1853/12/29	£78.02.06	£78.02.06	
North Half of South Half Lot 35 Concession 2 Range 2 Johnson Settlement	1853/12/29	£78.02.06	£78.02.06	
North Half Lot 35 Concession 2 Range 2 Johnson Settlement	1849/03/17	£125.00.00	£125.00.00	
North Half Lot 36 Range 2 Johnson Settlement	1845/10/23	£118.15.00	£118.15.00	
North Half of south Half Lot 36 Concession 2 Range 2 Johnson Settlement	1853/02/17	£84.07.06	\$337.00	
South Half Lot 37 Concession 2 Range 2 Johnson Settlement	1846/02/20	£118.15.00	£87.10.00	
South Portion of North Half Lot 37 Concession 2 Range 2 Johnson Settlement	1845/10/21	£56.05.00	£56.05.00	
North Quarter Lot 37 Concession 2 Range 2 Johnson Settlement	1845/10/23	£56.05.00	\$225.00	
North Half Lot 38 Concession 2 Range 2 Johnson Settlement	1851/01/25	N/A	\$550.00	
South Part Lot 38 Concession 2 Range 2 Johnson Settlement	1846/06/24	£218.15.00	£218.15.00	
South Half Lot 39 Concession 2 Range 2 Johnson Settlement	1858/11/11	N/A	N/A	
North Half Lot 39 Concession 2 Range 2 Johnson Settlement	1852/12/21	£131.05.00	\$525.00	\$288.70

South Half Lot 40 Concession 2 Range 2 Johnson Settlement	1845/10/20	£100.00.00	£100.00.00	
North West 1/4 Lot 40 Concession 2 Range 2 Johnson Settlement	1845/10/17	£50.00.00	£50.00.00	
South Part Lot 41 Concession 2 Range 2 Johnson Settlement	1849/12/19	£118.15.00	£118.15.00	
North Half Lot 41 Concession 2 Range 2 Johnson Settlement	1845/10/22	£93.15.00	£375.00.00	
South West 1/4 Lot 42 Concession 2 Range 2 Johnson Settlement	1845/10/22	£53.02.06	£53.02.06	
North West 1/4 Lot 42 Concession 2 Range 2 Johnson Settlement	1845/10/27	£46.17.06	£46.17.06	
North East 1/4 Lot 42 Lot 2 Concession (2?) Johnson Settlement	1845/10/24	£46.17.06	\$187.50	\$99.21
North 1/4 Lot 43 Concession 2 Range 2 Johnson Settlement	1845/10/16	£43.15.00	£43.15.00	
South Half of North Half Lot 43 Concession 2 Range 2 Johnson Settlement	1848/10/18	£43.15.00	£43.15.00	
Parts Lot 44 Concession 2 Range 2 Johnson Settlement	1851/02/15	£02.00.00	£02.00.00	
South Part of South Part Lot 44 Concession 2 Range 2 Johnson Settlement	1851/09/23	£56.08.09	\$225.75	\$114.20
North Part of South Half Lot 44 Concession 2 Range 2 Johnson Settlement	1845/10/23	£50.00.00	£50.00.00	
Portion of North Half Lot 45 Range 2 Johnson Settlement	1871/02/27	\$115.60	\$115.60	
North Portion of South End Lot 45 Concession 2 Range 2 Otherwise Southerly Portion Johnson Settlement	1855/10/25	£48.02.03	\$192.45	\$34.13
South End Lot 45 Concession 2 Range 2 Johnson Settlement	1845/10/22	£73.02.06	£73.02.06	
South Part Lot 46 Concession 2 Range 2 Johnson Settlement	1850/10/24	£120.15.00	\$483.00	

Part of North Portion 46 Concession 2 Range 2 Johnson Settlement East of Fairchild's Creek	1845/10/28	£85.00.00		
Part of the South Half Lot 47 Concession 2 Johnson Settlement	(Patent date: 1856/11/17)	N/A	£10.00.00	
North Part Lot 47 Concession 2 Range 2 Johnson Settlement	1845/10/17	£125.00.00	£125.00.00	
South Part Lot 47 Concession 2 Range 2 Johnson Settlement	1850/10/24	£120.15.00	\$483.00	
Parts Lot 47 Concession 2 Range 2 Johnson Settlement	1851/02/15	£02.00.00	£02.00.00	
South Half Lot 48 Concession 2 Range 2 Johnson Settlement	1845/10/24	£87.10.00	£87.10.00	
North Half Lot 48 Concession 2 Range 2 Johnson Settlement	1845/10/17	£100.00.00	£100.00.00	
South Half of North Half of Lot 49 Concession 2 Range 2 Johnson Settlement	1851/03/08	£56.05.00	£56.05.00	
North Half Lot 50 Concession 2 Range 2 Johnson Settlement	1849/01/12	£112.10.00	£112.10.00	
West Half of South Half Lot 50 Concession 2 Range 2 Johnson Settlement	1848/12/23	£56.05.00	N/A	
South East 1/4 Lot 50 Concession 2 Range 2 Johnson Settlement	1848/06/21	£56.00.00	£56.00.00	
South Half Lot 51 Concession 2 Range 2 Johnson Settlement	1856/04/24	£125.00.00	\$500.00	\$96.23
North Half Lot 51 Concession 2 Range 2 Johnson Settlement	1847/04/06	£106.05.00	£106.05.00	
Gore Lot 47 Concession 3 Range 3 Part Lying South of Fairchild's Creek, Johnson Settlement	1855/05/28	£173.12.06	\$386.22	\$178.70
Lot 11 Oxbow	1851/05/30	£156.13.10	£868.11.10	
Lot 12 Oxbow	1851/05/30	£156.13.10	£868.11.10	
Lot 13 Oxbow	1851/05/30	£711.18.00	£868.11.10	
Lot 14 Oxbow	1851/05/30	£711.18.00	£868.11.10	
Lot 15 Oxbow	1851/05/30	£711.18.00	£711.18.00	
Lot 16 Oxbow	1853/12/28	£336.15.06	£336.17.11	
Lot 18 Oxbow	1851/03/13	£187.12.00	£187.12.00	

Lot A Concession 3 Range 3 A Gore Johnson Settlement	1845/10/28	£23.19.00	£23.19.00	
Lot B Concession 3 Range 3 Johnson Settlement	1847/10/20	£77.03.09	£77.03.09	
Lot C Concession 3 Johnson Settlement	1857/02/20	£286.05.00	\$1141.00	\$128.90
North Portion South Half Lot 36 Concession 3 Range 3 Johnson Settlement	1857/10/31	£180.02.06	\$720.50	
South Part of South Half of Lot 36 Concession 3 Johnson Settlement	1857/02/20	£286.05.00	\$1141.00	\$128.90
North Half of Lot 37 Concession 3 Range 3 Johnson Settlement	1845/10/25	£100.00.00	£100.00.00	
Centre of Lot 37 Concession 3 Johnson Settlement	1854/07/26	£217.10.00	£217.10.00	
South End of Lot 37 Concession 3 Range 3 Johnson Settlement	1854/07/31	£98.12.00	\$394.40	
North Part of Lot 38 Concession 3 Range 3 Johnson Settlement	1845/06/24	£218.15.00	£218.15.00	
Centre of Lot 38 Concession 3 Johnson Settlement	1854/07/26	£217.10.00	£217.10.00	
South End Lot 38 Concession 3 Range 3 Johnson Settlement	1854/07/31	£98.12.00	\$394.40	\$42.08
North Half Lot 39 Concession 3 Range 3 Johnson Settlement	1850/03/21	£135.00.06	£135.00.06	
South Half Lot 39 Concession 3 Range 3 Johnson Settlement	1849/01/08	£122.15.00	£122.15.00	
North Half Lot 40 Concession 3 Range 3 Johnson Settlement	1845/10/24	£118.15.00	£118.15.00	
South Half Lot 40 Concession 3 Range 3 Johnson Settlement	1849/06/05	£122.15.00	£231.10.00	
North 1/4 Lot 41 Concession 3 Range 3 Johnson Settlement	1845/10/25	£59.07.06	£57.07.06 (typing error?)	
South Half of North Half Lot 41 Concession 3 Range 3 Johnson Settlement	1847/04/06	£59.07.06	£57.07.06 (typing error?)	
South Half Lot 41 Concession 3 Range 3 Johnson Settlement	1847/03/31	£118.15.00	\$475.00	\$324.60
North Part of Lot 42 Concession 3 Range 3 Johnson Settlement	1850/12/10	£58.06.02	\$233.23	
South Half of North Half Lot 42 Concession 3 Range 3 Johnson Settlement	1849/01/08	£55.04.09	\$220.95	\$135.60

South Half of Lot 42 Concession 3 Range 3 Johnson Settlement	1845/10/20	£172.13.09	£172.13.09	
South of Gore Lot 43 Concession 3 Range 3 Johnson Settlement	1845/10/20	£172.13.09	£172.13.09	
North Half Lot 43 Concession 3 Range 3 Johnson Settlement	1845/10/21	£100.00.00	£100.00.00	
Broken Lot 44 Concession 3 Range 3 Johnson Settlement	1845/10/18	£142.06.03	\$569.25	\$70.44
Lot 45 Concession 3 Range 3 Johnson Settlement	1850/12/03	£188.07.06	£188.07.06	
North End Lot 46 Concession 3 Range 3 Johnson Settlement	1845/10/22	£73.02.06	£73.02.06	
South Part Lot 46 Concession 3 Range 3 Johnson Settlement	1857/01/20	£146.00.00	\$584.00	\$327.00
Gore Lot 47 Concession 3 Range 3 Part lying North of Fairchild Creek Johnson Settlement	1855/05/28	£173.12.06	\$308.28	\$178.70
North Part of Lot 48 Concession 3 Range 3 Johnson Settlement	1860/09/05	\$608.75	\$608.75	\$173.8
South East Part Lot 48 Concession 3 Range 3 Johnson Settlement	1860/10/04	\$573.40	\$573.40	\$231.20
South West Part Lot A Concession 3 Range 3 Johnson Settlement	1857/08/03	£179.02.05	\$716.48	\$132.00
South Part Lot A Concession 3 Range 3 Johnson Settlement	1849/01/13	£124.17.06	N/A	
Part of Lot B Concession 4 Range 4 Johnson Settlement	1857/01/27	£29.03.10	£29.03.10	
2 Parts Lot B Concession 4 Range 4 Johnson Settlement 2 Parts of the Lot Letter B (26.5) A plus 7 acres	1856/12/29	£95.00.00	£95.00.00	
Part of Lot C Concession 4 Range 3 Johnson Settlement	1848/07/31	£77.00.00	£101.15.00	
Lot D Concession 4 Range 4 Johnson Settlement	1850/09/19	£220.00.00	£220.00.00	
Lot E Concession 4 Range A Gore Johnson Settlement	1845/10/28	£131.05.00	£131.05.00	
North Part Lot 37 Concession 4 Range 4 Johnson Settlement	1846/06/24	£126.15.00	£125.06.00	
South Part of Lot 37 Concession 4 Range 4 Johnson Settlement	1852/05/05	£178.09.00	£178.09.00	

South Part Lot 38 Concession 4 Range 4 Johnson Settlement	1849/01/20	£02.00.00	£02.00.00	
West Part of North Part of Lot 38 Concession 4 Range 4 Johnson Settlement	1848/09/16	£101.10.00	N/A	
North Part Lot 39 Concession 4 Range 4 Johnson Settlement	1848/07/11	£159.05.00	£159.05.00	
Part of South Part Lot 39 Concession 4 Range 4 North of the Hamilton Plank Road Johnson Settlement	1849/12/19	£189.00.00	£198.00.00	
Part of South Part Lot 40 Concession 4 Range 4 North of Hamilton Plank R. Johnson Settlement	1849/12/19	£189.00.00	£198.00.00	
North Part Lot 40 Concession 4 Range 4 Johnson Settlement	1849/06/05	£108.15.00	£231.10.00	
Broken Lot 41 Concession 4 Range 4 Johnson Settlement	1845/10/27	£80.12.06	£80.12.06	
Lot 42 Concession 4 Range 4 Johnson Settlement	1845/10/24	£81.00.00	£81.00.00	
Lot 43 Concession 4 Range 4 Johnson Settlement (Could be a Gore)	1845/10/24	£81.00.00	£81.00.00	
South Half Lot 41 Concession 1 Range 1 Johnson Settlement	1845/10/16	£137.10.00	£137.10.00	
South Half of South Half Lot 35 Concession 2 Range 2 Johnson Settlement	1853/12/29	£78.02.06	£78.02.06	
North Half of South Half Lot 35 Concession 2 Range 2 Johnson Settlement	1853/12/29	£78.02.06	£78.02.06	
North Half Lot 35 Concession 2 Range 2 Johnson Settlement	1849/03/17	£125.00.00	£125.00.00	
North Half Lot 36 Range 2 Johnson Settlement	1845/10/23	£118.15.00	£118.15.00	
North ½ of South ½ Lot 36 Concession 2 Range 2 Johnson Settlement	1853/02/17	£84.07.06	\$337.00	
South Half Lot 37 Concession 2 Range 2 Johnson Settlement	1846/02/20	£118.15.00	£87.10.00	
South Portion of North Half Lot 37 Concession 2 Range 2 Johnson Settlement	1845/10/21	£56.05.00	£56.05.00	

North Quarter Lot 37 Concession 2 Range 2 Johnson Settlement	1845/10/23	£56.05.00	\$225.00	
North Half Lot 38 Concession 2 Range 2 Johnson Settlement	1851/01/25	N/A	\$550.00	
South Part Lot 38 Concession 2 Range 2 Johnson Settlement	1846/06/24	£218.15.00	£218.15.00	
South Half Lot 39 Concession 2 Range 2 Johnson Settlement	1858/11/11	N/A		
North Half Lot 39 Concession 2 Range 2 Johnson Settlement	1852/12/21	£131.05.00	\$525.00	\$288.70
South Half Lot 40 Concession 2 Range 2 Johnson Settlement	1845/10/20	£100.00.00	£100.00.00	
North West 1/4 Lot 40 Concession 2 Range 2 Johnson Settlement	1845/10/17	£50.00.00	£50.00.00	
South Part Lot 41 Concession 2 Range 2 Johnson Settlement	1849/12/19	£118.15.00	£118.15.00	
North Half Lot 41 Concession 2 Range 2 Johnson Settlement	1845/10/22	£93.15.00	£375.00.00	
South West 1/4 Lot 42 Concession 2 Range 2 Johnson Settlement	1845/10/22	£53.02.06	£53.02.06	
North West 1/4 Lot 42 Concession 2 Range 2 Johnson Settlement	1845/10/27	£46.17.06	£46.17.06	
North East 1/4 Lot 42 Lot 2 Concession Johnson Settlement	1845/10/24	£46.17.06	\$187.50	\$99.21
North 1/4 Lot 43 Concession 2 Range 2 Johnson Settlement	1845/10/16	£43.15.00	£43.15.00	
South Half of North Half Lot 43 Concession 2 Range 2 Johnson Settlement	1848/10/18	£43.15.00	£43.15.00	
Parts Lot 44 Concession 2 Range 2 Johnson Settlement	1851/02/15	£02.00.00	£02.00.00	
South Part of South Part Lot 44 Concession 2 Range 2 Johnson Settlement	1851/09/23	£56.08.09	\$225.75	\$114.20
North Part of South Half Lot 44 Concession 2 Range 2 Johnson Settlement	1845/10/23	£50.00.00	£50.00.00	
Portion of North Half Lot 45 Range 2 Johnson Settlement	1871/02/27	\$115.60	\$115.60	

North Portion of South End Lot 45 Concession 2 Range 2 Otherwise Southerly Portion Johnson Settlement	1855/10/25	£48.02.03	\$192.45	\$34.13
South End Lot 45 Concession 2 Range 2 Johnson Settlement	1845/10/22	£73.02.06	£73.02.06	
South Part Lot 46 Concession 2 Range 2 Johnson Settlement	1850/10/24	£120.15.00	\$483.00	
Part of North Portion Lot 46 Concession 2 Range 2 Johnson Settlement, East of Fairchild's Creek	1845/10/28	£85.00.00	£85.00.00	
Part of the South Half Lot 47 Concession 2 Johnson Settlement	Patent date: 1856/11/17	N/A	£10.00.00	
North Part Lot 47 Concession 2 Range 2 Johnson Settlement	1845/10/17	£125.00.00	£125.00.00	
South Part Lot 47 Concession 2 Range 2 Johnson Settlement	1850/10/24	£120.15.00	\$483.00	
Parts Lot 47 Concession 2 Range 2 Johnson Settlement	1851/02/15	£02.00.00	£02.00.00	
South Half Lot 48 Concession 2 Range 2 Johnson Settlement	1845/10/24	£87.10.00	£87.10.00	
North Half Lot 48 Concession 2 Range 2 Johnson Settlement	1845/10/17	£100.00.00	£100.00.00	
South Half of North Half Lot 49 Concession 2 Range 2 Johnson Settlement	1851/03/08	£56.05.00	£56.05.00	
South Half Lot 49 Concession 2 Range 2 Johnson Settlement	1848/06/20	£112.00.00	£112.00.00	
North Half Lot 50 Concession 2 Range 2 Johnson Settlement	1849/01/12	£112.10.00	£112.10.00	
West Half of South Half Lot 50 Concession 2 Range 2 Johnson Settlement	1848/12/23	£56.05.00	\$225.00	
South East 1/4 Lot 50 Concession 2 Range 2 Johnson Settlement	1848/06/21	£56.00.00	£56.00.00	
South Half Lot 51 Concession 2 Range 2 Johnson Settlement	1856/04/24	£125.00.00	\$500.00	\$96.23
North Half Lot 51 Concession 2 Range 2 Johnson Settlement	1847/04/06	£106.05.00	£106.05.00	
Gore Lot 47 Concession 3 Range 3 Part Lying South of Fairchild's Creek, Johnson Settlement	1855/05/28	£173.12.06	\$386.22	\$178.70