

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff

and

**THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE
KING IN RIGHT OF ONTARIO**

Defendants

and

THE MEN'S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party

**RESPONDING MOTION RECORD OF
THE HAUDENOSAUNEE DEVELOPMENT INSTITUTE**
(Men's Fire of the Six Nations Grand River Territory Motion to Intervene)

February 6, 2023

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TAB 1

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

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**THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE
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THE MEN'S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

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AFFIDAVIT OF RICHARD SAUL
(Affirmed February 6, 2023)

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AFFIDAVIT OF RICHARD SAUL
(Affirmed February 6, 2023)

I, RICHARD SAUL, of the Town of Ancaster, in the Province of Ontario, MAKE
OATH AND SAY:

1. My name is Richard Saul. I am a Chartered Professional Accountant (“CPA”).
2. I attended McGill University and Concordia University in Montreal, Quebec, and graduated from Concordia University with a Bachelor of Commerce degree in 1992. I became a licensed accountant in 1997 and have a CPA designation.
3. In 1998, I moved from Quebec to Ontario and have been working in the field of Indigenous economic development and finance since that time. Although I am a CPA by trade, since 1998 I have worked with numerous First Nations groups, First Nations

entrepreneurs, First Nations organizations, First Nation communities, colleges, and government organizations, in such diverse areas as accounting and finance, financial capacity building, quality assurance reviews, business planning, financial analysis, business plan analysis, training, college teaching, housing, strategic planning, and community planning.

4. I have worked as a consultant to the Haudenosaunee Development Institute (“**HDI**”), and related entities since 2017. My role primarily relates to financial management, but I also assist HDI with, among other things, designing and implementing data systems, ongoing strategic issues, and day-to-day operating issues.

5. I have been asked by counsel for HDI to review the motion record of the Men’s Fire of the Six Nations Grand River Territory (“**Men’s Fire**”) dated January 9, 2023, and particularly the affidavit of Wilfred Davey affirmed January 6, 2023 (the “**Davey Affidavit**”), and to comment on the statements made therein.

6. I set out this commentary below. The facts contained in this affidavit are based on my personal knowledge, including of the business and financial affairs and structure of HDI, and other commercial entities referenced in the Men’s Fire materials. Where I expressly state facts to be based on information and belief, and where so stated, I believe these statements to be true.

7. My lack of comment on any portions of the Men’s Fire motion record should not be taken to mean I agree (or HDI agrees) with those portions.

I. 2438543 Ontario Inc. is not HDI

8. Paragraph 6 of the Davey Affidavit refers to a company called 2438543 Ontario Inc. (“**243 Ontario**”). At paragraph 9, Mr. Davey refers to Hazel Hill being “a registered owner of shares in 2438543 Ontario Inc. (HDI)...”. At paragraphs 11 and 12, Mr. Davey refers to owners of “shares in HDI”.

9. It appears to me that Mr. Davey believes HDI is the same entity as 243 Ontario. This is not correct. There are no “shares” in HDI as HDI is not an incorporated entity.

i. The Haudenosaunee Development Institute (HDI)

10. HDI is an entity formed under the law and jurisdiction of the Haudenosaunee Confederacy Chiefs Council (the “**HCCC**”) that carries out operations on behalf of HCCC. HDI was created by the HCCC in 2007 in order to create an institution to establish a process to ensure certain rights are protected with respect to land development. HDI functions and operates in accordance with Haudenosaunee Law. See, for example, attached as **Exhibit “A”**, a printout from the Haudenosaunee Confederacy’s website regarding the historical background of HDI.¹

11. HDI’s formation is described in further detail in the affidavit of Brian Doolittle affirmed June 10, 2022 also filed in this matter, at paragraphs 13 to 18.

12. HDI essentially functions as a department of the Haudenosaunee Government (similar to a Ministry in the Canadian government). Its functions relate to furthering the land-based

¹ See <<https://www.haudenosauneeconfederacy.com/departments/haudenosaunee-development-institute/historical-background/>>.

interests of the HCCC on behalf of the Haudenosaunee people. Its processes are described in the affidavit of Brian Doolittle affirmed June 10, 2022 at paragraphs 19 to 22.

13. HDI is not a corporation under Ontario or Canadian law, and its 2007 formation long predates the incorporation of the two entities described below, 243 Ontario, formed in 2014, and Ogwawihsta Dedwahsnye (“**Ogwawihsta**”), formed in 2016.

ii. 243 Ontario

14. 243 Ontario is a corporation formed on October 20, 2014 under the *Canada Corporations Act*, 7 years after HDI was formed by the HCCC.

15. 243 Ontario was incorporated for the purposes of establishing a partnership to hold an investment within the Grand Valley Wind Farm project. This corporation, in partnership with five other entities, formed a limited partnership for a combined ownership of 25% of the Grand Valley Wind Farm project.

16. 243 Ontario was originally formed because the other limited partners in the Grand Valley Wind Farm project did not understand the Haudenosaunee system under which HDI was formed, or HDI as an entity itself. HDI was required to create 243 Ontario to facilitate the Wind Farm investment so that it could act through an entity that the other limited partners would understand.

17. A few years later, in or about 2017, HDI (at the direction of the Chiefs and Clan Mothers) began acquiring off-reserve real property for use by the Chiefs, Clan Mothers, HDI, and members of the community. HDI did so through 243 Ontario, which was a vehicle that

allowed HDI to interface with the Ontario land registry system in a way that the Haudenosaunee entities like the HCCC or HDI could not.

18. As of today, 243 Ontario continues to:

- a. collect revenue from the Grand Valley Wind Farm project (since 2014);
- b. hold off-reserve property for use by the administration of the HCCC, as HDI's offices, and (in progress) with the intent of offering affordable housing to members of the community;
- c. lease farmland associated with these properties; and
- d. facilitate payroll for the approximately 60 HDI employees (243 Ontario has a Business Number, HDI does not), who are members of the Haudenosaunee community (since 2018).

19. I believe it is important to highlight the distinction between 243 Ontario and HDI because I also noticed at paragraph 36 of the Delaronde Affidavit that Mr. Delaronde states “[b]y incorporating under Ontario laws, HDI has alienated themselves from the wampum circle and have forfeited their claims to authority within the Haudenosaunee Confederacy.” Again, HDI is not “incorporate[ed] under Ontario laws”.

20. I do not purport to be an expert in traditional law and/or governance structures of the Haudenosaunee, but I do know that HDI is a Haudenosaunee entity and is distinct from 243 Ontario.

iii. Ogwawihsta

21. The Davey Affidavit attaches as Exhibit “D” an affidavit of Janace Henry sworn on October 28, 2016. I understand this affidavit was sworn in respect of a class action proceeding between Davey *et al.* and Hill *et al.* in Ontario Superior Court File No. 16-58391 (the “**Davey Class Action**”).

22. I note that 243 Ontario is one of the Defendants named in that separate proceeding. I have already described 243 Ontario and its distinction from HDI, above.

23. I note that another defendant in the Davey Class Action is “Ogwawihsta Inc.”. Although incorrectly named, I believe this is a reference to Ogwawihsta. Ogwawihsta is a corporation formed on March 22, 2016 under the *Canada Not-for-profit Corporations Act* at the direction of the HCCC.

24. Ogwawihsta was created to provide financial services for various HCCC entities, including HDI and 243 Ontario. These services included facilitating payroll for HDI, which did not have a Business Number, and advising the HCCC on funding to flow from HDI for cultural and educational initiatives in the community. Ogwawihsta no longer facilitates payroll for HDI, which is now facilitated by 243 Ontario, as described above.

25. As of today, Ogwawihsta serves one primary function, to help community groups to secure and hold funding, primarily through different grant programs. Currently only one such agreement is on the books.

26. Like 243 Ontario, Ogwawihsta is distinct from HDI—HDI was formed under Haudenosaunee law. HDI is not a federal or provincial corporation.

II. HDI has never Misappropriated Funds: HDI's Auditing Practices

27. The Davey Affidavit states that HDI has wrongly misappropriated or converted funds that were meant to be used for the benefit of the Haudenosaunee community (see for example paragraphs 14 to 18 of the Davey Affidavit). These serious allegations are incorrect.

28. As stated above, I have been a consultant to HDI since 2017. Also as stated above, my role with HDI since 2017 has related primarily to financial management. I am not aware of a single instance of misappropriation or conversion of funds by HDI or any of its members and/or employees during this time, or prior to 2017.

29. From the time HDI was formed until the start of the 2016 fiscal year, a Six Nations-based organization called Grand River Employment and Training Inc. (“**GRETI**”) provided financial services to HDI, and HDI's financials were reviewed as part of GRETI's annual audit process. From fiscal year 2017 on, HDI has conducted its own independent financial reporting and annual audits.

30. Since fiscal year 2017, KPMG has conducted three financial audits per year, one for HDI, one for 243 Ontario and one for Ogwawihsta. Each year, HDI (and 243 Ontario and Ogwawihsta) has received a “clean” or “unqualified” audit opinion, meaning that the financial information audited by KPMG presents fairly, in all material respects, the financial position of HDI.

31. This is particularly notable because, as set out in paragraph 4 of the Davey Affidavit and mentioned above, the ongoing Davey Class Action alleges that HDI is operating in breach of trust and fiduciary duty.

32. In light of these allegations, and at least since the commencement of the Davey Class Action, KPMG has placed a higher level of audit risk when examining the books and records of HDI (and 243 Ontario and Ogwawihsta).

33. From an auditing perspective, increasing the risk level of an audit means that the auditor will increase the number of samples to examine and lower the “materiality” threshold applied in the audit. Materiality is a standard auditing concept. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both. There is an inverse relationship between audit risk and materiality. Lowering the materiality threshold (and increasing the audit risk) means that KPMG will further investigate any discrepancies at a lower monetary amount.

34. By way of example, an auditor may decide to use a materiality threshold of \$1,000 instead of \$10,000, meaning that misstatements relating to any amounts of \$1,000 or more would trigger a further investigation. If there was a misstatement for an amount of \$2,000, this would be “caught” (and further investigated) by an audit applying a \$1,000 materiality threshold, but not one applying a \$10,000 materiality threshold.

35. As stated above, since I began working with HDI in 2017 and from my review of information relating to prior audits, KPMG has not identified any such misstatements, and KPMG has provided unqualified audit opinions for each of HDI, 243 Ontario Inc. and Ogwawihsta since that time. I am not aware of any instance where KPMG has identified any

basis to suggest that HDI (or 243 Ontario or Ogwawihsta) has misappropriated or converted funds improperly.

III. HDI's Reporting to the Haudenosaunee Chiefs and Clan Mothers

36. The Davey Affidavit states in several instances that HDI has somehow failed to fulfill reporting requirements to or withheld information from the Haudenosaunee community regarding its dealings or finances (see for example paragraph 17 of the Davey Affidavit).

37. Since I began working with HDI in 2017, information relating to HDI's "funds and the status of its work involving ongoing projects" was and has been available to the Haudenosaunee community. Below, I set out my understanding of how this information is disseminated and/or made available to the Haudenosaunee community.

38. As described in paragraphs 30 to 35, above, every year, HCCC retains KPMG to audit the finances of HDI, 243 Ontario and Ogwawihsta. Upon KPMG's completion of these audits, the HCCC invites KPMG to present the results of the audit to the Chiefs and Clan Mothers.

39. The KPMG presentation happens every year, with the exception of 2021 as a result of the COVID-19 pandemic. As a result, the audits for the fiscal years ending March 31, 2021 and March 31, 2022 were presented to the Chiefs and Clan Mothers in November 2022.

40. Typically, this meeting is coordinated by HDI Office Manager Tracey General and takes place as part of a multi-day "workshop". All Chiefs and Clan Mothers are invited and offered accommodations to the extent they require them. KPMG will present the audit findings for each of the entities, describe how they conduct the audit, present the information,

and then address any questions or concerns from the attendees. Subject to those questions and concerns, the audit is deemed to be final/complete and can be signed off. A copy of, for example, the agenda for the HCCC/HDI Workshop held in November 2022 is attached as **Exhibit “B”**.

41. It is not HDI’s standard practice to post its financial statements or KPMG’s audit findings online. My understanding of the arrangement is that Chiefs and Clan Mothers will report back to their respective communities and Clans on the results of the audit and there is an open invitation to the Chiefs, Clan Mothers, and/or their communities to contact HDI to discuss the results of the audit, including any questions or concerns. That invitation is consistently conveyed to the Chiefs and Clan Mothers.

42. The information can be quite dense, so we also encourage the Chiefs and Clan Mothers to reach out HDI’s Office Manager, Tracey General, should they or any members of their communities have any questions or concerns after taking some time to digest this information.

43. In addition to the meeting dedicated to presenting the results of the annual KPMG audit, all Chiefs and Clan Mothers also have a standing invitation to all internal staff meetings at HDI. Chiefs and Clan Mothers may attend either in person or virtually.

44. There is at least one Chief or Clan Mother at most HDI staff meetings. Community members are able to make inquiries either directly or through their respective Chiefs and Clan Mothers. This is an open invitation and one that is repeated regularly at all annual audit meetings.

45. I am not aware of any instances where a Haudenosaunee community member attended at HDI's offices to request information and was denied that information and/or asked to leave. I am always happy to discuss the audits in more detail if someone were interested in what HDI is doing and attended at HDI's office to ask questions.

46. Although I only began working with HDI in 2017, I understand from discussions with Tracey General that HDI's practices in respect of the availability of information have been consistent and were the same prior to 2017, including when the audits of HDI, 243 Ontario, and Ogwawihsta were done through GRETI.

IV. HDI's Funds go to the Community

47. I am not aware of any requirement under Haudenosaunee law, Ontario law, or Canadian law for HDI to make its financial statements publicly available, and I note that Mr. Davey does not identify any such authority in his affidavit.

48. As described above, there is an established process of disclosure to the community through the Chiefs and Clan Mothers, as well as an ongoing and open invitation to the Haudenosaunee community to contact HDI or attend at HDI's offices to discuss HDI business or financials. My understanding is that generally speaking, the communication of this information occurs as follows:

- a. HCCC holds its annual meeting to discuss the results of the KPMG audit(s);
- b. Chiefs and Clan Mothers are invited to attend, and encouraged to ask questions or raise concerns;

- c. following this annual meeting, the Chiefs and Clan Mothers would return to and convey this information to their respective communities;
- d. Chiefs and Clan Mothers are then invited to contact HDI if they (or any members of their respective communities) have any questions or concerns about the audit(s); and
- e. absent any further questions or concerns, HCCC will approve the audit(s).

49. While it is not HDI's standard practice to disseminate or publicly publish its financial information or annual audits, I disagree with Mr. Davey's comments that HDI is not transparent in terms of its financial reporting, that no information is made available by HDI to the Haudenosaunee community regarding its dealings, or that funds meant to be used for the benefit of the community are being misappropriated. As described above, if a member of the community has questions about HDI's business, they simply need to ask. They can make these inquiries directly to HDI, or of their Chiefs and Clan Mothers who can relay the requests, either at HDI's weekly meetings or on an *ad hoc* basis.

50. Regarding the use of HDI funds, most of HDI's revenues are redirected or reinvested into the Haudenosaunee community in one way or another, including as salaries for community members, for land acquisition used by HDI, the HCCC, and/or members of the Haudenosaunee community, or by direct contributions to services for the community, including, language programs, longhouse expenditures, daycare centres, the Haudenosaunee Resource Centre, and the maintenance and improvement of the Old Council House. Unspent/surplus revenues accumulate and remain with HDI for use on future initiatives as directed by the HCCC.

51. Reviewing HDI's most recent financial statements may be instructive in this regard. Attached to my affidavit as **Exhibit "C"** is an Independent Auditors' Report on the Financial Statements of HDI for the year ended March 31, 2022 (the "**2022 HDI Report**"). The document is comprised of a total of 14 pages consisting of a title page, the Independent Auditor's Report that is 3 pages long, and 10 pages detailing the financial statements and related notes.

52. As can be seen on page 1 of the Independent Auditor's Report, the 2022 audited financial statements are directed to the HCCC, and the auditors (KPMG) conclude that:

"In our opinion, the accompanying financial statements, present fairly, in all material respects, the financial position of the Entity [HDI] as at March 31, 2022, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations."

53. This language is consistent with what I have seen in other Independent Auditors' Reports of what I described earlier in my affidavit as a "clean" or "unqualified" audit opinion.

54. Page 10 of the 2022 HDI Report (the Program Schedule) of the section detailing the financial statements and related notes is particularly instructive in terms of where HDI's revenues come from, and how they are allocated and expensed.

55. Paragraphs 56 to 68, below, are in reference to Page 10 of the 2022 HDI Report (Exhibit C).

56. The top row, "Revenues", represents money coming *into* HDI. Below that are the "Expenses", indicating where and how these revenues are allocated.

57. The far-left column “HDI Admin” represents HDI’s operating costs incurred by HDI, including the salaries of administrative HDI employees, consultants and professionals, and associated overhead expenses.

58. The “Archaeological Monitoring”, “Environmental Monitoring” and “Pipeline Monitoring” columns all relate to funds received by HDI and paid to (now approximately 50) HDI employees responsible for archaeological, environmental and pipeline monitoring in respect of proposed and ongoing land development projects. HDI employs monitors from the Haudenosaunee community and has paid more than \$1.7 million in respect of salaries, benefits, and contract fees for those same monitors during the year.

59. The “HCCC” column relates to the operating expenses of the Chiefs Council, including office and general expenses, travel, conferences, meetings, and workshops.

60. The “Land Research” column represents expenses for conducting historical research for the community, as directed by the HCCC.

61. The “Land Lease” column represents revenues from land leases from the HCCC to energy companies for energy projects. Generally speaking, these are 20-year lease agreements, which are on average in year 8-9 of those leases.² On average, the “Land Leases” represent around \$1 million per year in revenues and as can be seen in the “Expenses” portion of the financial statement. These funds are (and pursuant to the HCCC’s obligations) allocated to Community language/cultural development projects. These projects include language projects, daycare and longhouse expenses in the community. In this particular year,

² These are roughly speaking the projects identified in Exhibit “C” to the Davey Affidavit as further described below.

only \$527,030 of the \$975,710 was spent. This unused surplus would go into a land lease fund, to be used for future projects approved by the HCCC.

62. The “Land Acq.” Column stands for land acquisition. These funds come from several of the energy companies leasing land from the HCCC and are invested by HDI into 243 Ontario as a capital contribution for the acquisition of off-reserve real property.

63. Using these land acquisition funds, 243 Ontario has acquired and now owns 9 off-reserve properties (with no associated mortgages) – 7 with physical real estate and 2 others for farming. These properties include: 3 for HDI purposes (including the HDI Office), 1 for HCCC administration, and 3 that are currently being renovated for the intended purpose of renting them out to members of the Haudenosaunee community to help alleviate the burden of on-reserve shortages and provide several families in the community with housing for a market-type rate.

64. The “Joint Stewardship Board” represents an annual contribution from the City of Hamilton to facilitate a project between the Haudenosaunee and the City relating to the environmental guardianship of the Red Hill Valley along with its restoration and protection for future generations. As is shown, the majority of the contribution is invested into consulting, professional, and office fees to carry out this mandate.

65. The “HRC” column represents the allocation of funds from HDI to the Haudenosaunee Resource Centre, which is described at paragraphs 7-10 of the affidavit of Colin Martin affirmed August 31, 2022.

66. The “Old Council House” column represents an annual allocation of funds to maintain and upgrade the Old Council House in Ohsweken.

67. The “HDI East / Toronto” column represents an investment to expand HDI’s monitoring activities in Toronto and east of Toronto to the Quebec border. Revenue for these monitoring activities materialized in the 2022-23 fiscal year.

68. The “Burtch Farming” column represents farming revenue received from the Burtch Farm annual yield. Revenue from Burtch Farm is split between HCCC (through HDI) and the farmers who cultivate the fields and take the crops to market. This revenue is based on agricultural yield and may change from year to year.

V. Other Comments on the Davey Affidavit

69. The Davey Affidavit attaches as Exhibit “C” a document, which Mr. Davey describes as being “a table containing the limited available information regarding the management of project funds.”

70. I am not familiar with this table, nor do I know where it came from. However, upon review, the total numbers in the table generally appear to accord with a slice-in-time representation of HDI’s revenues associated with land lease agreements.

71. As described above, the land lease revenues are used by HDI to fund community initiatives, including daycare and language and cultural projects. The land acquisition funds

are invested by HDI into 243 Ontario as a capital contribution for the acquisition of off-reserve real property.

AFFIRMED BEFORE ME at the City of)
 Toronto, in the Province of Ontario,)
 remotely by the affiant stated as being)
 located in the Town of Caledonia in the)
 Province of Ontario, this 6th day of)
 February, 2023, in accordance with O. Reg.)
 431/20, Administering Oath or Declaration)
 Remotely)



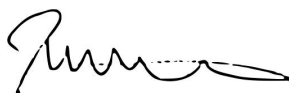
 Commissioner for Taking Affidavits
 Jonathan Martin (LSO# 83596H)



 RICHARD SAUL

EXHIBIT A

This is Exhibit "A" to the Affidavit of
Richard Saul, affirmed this 6th day of
February, 2023



Commissioner for Taking Affidavits



HDI Historical Background



TOP POSTS



HDi MIDWINTER CLOSURE

DECEMBER 17, 2021



STATEMENT: CEASE AND DESIST BLUE TRITON

NOVEMBER 25, 2021



HDi MEDIA ADVISORY: NEW CONTACT INFORMATION

NOVEMBER 19, 2021



IN THE NEWS: TOBACCO TRIAL RESTARTS

OCTOBER 22, 2021



NORFOLK COUNTY BUYER BEWARE

OCTOBER 12, 2021

DEPARTMENTS LINKS

[DEVELOPMENT INSTITUTE](#)

[DOCUMENTATION COMMITTEE](#)

HAUDENOSAUNEE LAW

When the Haudenosaunee and the first colonist to arrive made the original agreement on our treaty relationship, it was about sharing the natural resources on this great land. That seventeen-century agreement is the foundation of our Haudenosaunee Land Use Strategy of today. By agreement, we established a way to share, respect each other, and resolve disputes peacefully.

Those principles still apply today, however, when those first agreements were made, the waters were clean and healthy. All fish could be eaten. The birds, plants, and animals were plentiful. Now we face an environmental holocaust that threatens human existence. This is not acceptable. Our land, water and biological systems have been polluted by unchecked growth. Endangered ecological communities and species are declining as a result of current land clearing, and also as a consequence of the fragmentation and degradation resulting from past clearings. Our goal is to restore sanity to the use of the land, realizing that what we do today determines the well-being of the future generations. It is with them in mind that we establish this plan for Haudenosaunee Land Use Agreements.

In Haudenosaunee tradition, the Earth is our mother. It is said that we should treat the Earth with kindness and respect, because our walking upon her is like walking upon the face of our own mother. It is also said that we should walk gently upon the Earth, for we are treading on the faces of our own unborn generations.

WILDLIFE & HABITAT COMMITTEE**REPATRIATION COMMITTEE****JOINT STEWARDSHIP BOARD****OGWA WIHSTA DEWA SYNE****COUNCIL****+ CURRENT CLAN MOTHERS & CHIEFS****+ COUNCIL MINUTES & AGENDAS****NEWSLETTERS**

**Check out our
Quarterly
Newsletters**

Click on the newsletter
below to view or
download.

**Winter 2018 Quarterly
Newsletter**

JANUARY 2018

Fall 2015 Quarterly Newsletter

DECEMBER 2015

**Summer 2015 Quarterly
Newsletter**

JULY 2015

Haudenosaunee law seeks balance in everything. Every authority is balanced by responsibility. This sense of balance extends to the use of land: the authority to use land or resources includes the responsibility to protect them.

Haudenosaunee law acknowledges the land and living things, not as a resource or assets intended for the use and enjoyment of humans, but as vital parts of a larger circle of life, each entitled to respect and protection. In Haudenosaunee thought, it is not possible to separate 'land' from the rest of the circle of life – the waters, grasses, medicine plants, food plants, berries and trees, the insects, animals, birds and people; the winds and other unseen forces that benefit the world. Our relationship with all these is one of gratitude and humility. We acknowledge that each part of the natural world seeks to fulfill its responsibility, as we humans do.

HISTORY OF HDI

In 2007, the Haudenosaunee Confederacy Chiefs Council ('HCCC') was swamped with developers seeking approval of projects within areas of Haudenosaunee jurisdiction including the Haldimand Tract.

Due to recent Canadian legal decisions and because the Crown failed to deal with Haudenosaunee rights, developers were approaching the HCCC directly.

The problem of development on Haudenosaunee lands is not a new problem. Historically developers were simply called squatters – and the solution was to ensure that lands were leased rather than sold. This was done for the perpetual care and maintenance of the Haudenosaunee people and consistent with one of the mandates of the HCCC, which is to protect the interests of the Haudenosaunee people.

Damage to the environment and infringement on Haudenosaunee rights pushed the HCCC to develop a process for dealing with modern day squatters. The HCCC have assigned certain individuals to create a process and an institution to ensure that rights are protected. That process is currently called the Haudenosaunee Development Institute (HDI).

The HDI functions and operates in accordance with Haudenosaunee Law. The HDI is not about any individuals – it is about establishing a process and structure that protects Haudenosaunee rights long after any individuals are gone.

Currently the HDI process asks developers, individuals or governments to submit an application for a project to be considered for a land use agreement. The land use agreement is simply renewing the original intent of the Chiefs in terms of providing for the perpetual care and maintenance of the Haudenosaunee people. At no time will any land use agreement surrender or relinquish Haudenosaunee 'title' to the land. Approval is not automatic. Currently where a project is recommended for approval by the HDI, final approval must be provided by the HCCC and its processes.



Welcome to the official website of the Haudenosaunee Confederacy. Through generations of attempted assimilation the nations of the Haudenosaunee Confederacy have held fast to their cultures and traditions.

16 Sunrise Court
Suite 600 Ohsweken, ON
P.O. Box 714

Phone: 519-445-4222

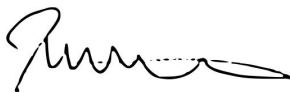


CONTACT US

SUBMIT

EXHIBIT B

This is Exhibit "B" to the Affidavit of
Richard Saul, affirmed this 6th day of
February, 2023



Commissioner for Taking Affidavits

HDI/HCCC Workshop 2022

November 18, 19 & 20th 2022 9:00 a.m. – 4:00 p.m.
Home2 Suites by Hilton 27 Sinclair Blvd., Building 2, Brantford, ON

AGENDA

DAY 1 – NOVEMBER 18, 2022

Opening

1. Traditional Teachings Leroy Hill 9:00 a.m. to 10:00 a.m.
2. KPMG Audit Presentation

Lunch Break 12:00 p.m. – 1:00 p.m.

3. KPMG Audit Presentation continued
4. KPMG Discussion & Question Period

DAY 2 – NOVEMBER 19, 2022

1. HDI Updates
2. Discussion & Question Period

Lunch Break 12:00 p.m. – 1:00 p.m.

3. Discussion & Question Period continued
4. Traditional Teachings Leroy Hill 3:00 p.m. to 4:00 p.m.

DAY 3 – NOVEMBER 20, 2022

1. JSB Update
2. Strengthening the House Update

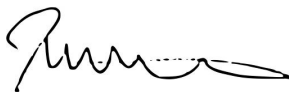
Lunch Break 12:00 p.m. – 1:00 p.m.

3. Discussion & Question Period

Closing

EXHIBIT C

This is Exhibit "C" to the Affidavit of
Richard Saul, affirmed this 6th day of
February, 2023



Commissioner for Taking Affidavits

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

And Independent Auditor's Report thereon

Year ended March 31, 2022



KPMG LLP
 Commerce Place
 21 King Street West, Suite 700
 Hamilton ON L8P 4W7
 Canada
 Tel 905-523-8200
 Fax 905-523-2222

INDEPENDENT AUDITOR'S REPORT

To the Haudenosaunee Confederacy Chiefs Council

Opinion

We have audited the financial statements of Haudenosaunee Development Institute (the "Entity"), which comprise:

- the statement of financial position as at March 31, 2022
- the statement of operations for the year then ended
- the statement of changes in fund balances for the year then ended
- the statement of cash flows for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements, present fairly, in all material respects, the financial position of the Entity as at March 31, 2022, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our auditor's report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.



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Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



Page 3

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

A handwritten signature in black ink that reads 'KPMG LLP' with a horizontal line underneath.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2022, with comparative financial information for 2021

	2022	2021
Assets		
Current assets:		
Cash	\$ 3,799,637	\$ 4,682,183
Accounts receivable (note 2)	771,140	890,249
Due from 2438543 Ontario Inc. (note 4)	664,696	170,531
Due from Ogwawihsta Dedwahsnye (note 4)	4,301	–
Prepaid expenses	155,273	237,623
	<u>5,395,047</u>	<u>5,980,586</u>
Investment in 2438543 Ontario Inc. (note 4)	2,365,000	1,365,000
Capital assets (note 3)	19,066	8,407
	<u>\$ 7,779,113</u>	<u>\$ 7,353,993</u>

Liabilities and Fund Balances

Current liabilities:		
Accounts payable and accrued liabilities	\$ 824,181	\$ 345,453
Due to 2438543 Ontario Inc. (note 4)	-	865,000
Deferred revenue	15,000	15,000
	<u>839,181</u>	<u>1,225,453</u>
Fund balances:		
Unrestricted fund	2,326,638	2,276,850
Invested in capital assets	19,067	8,407
Old Council house restoration fund	211,427	274,162
Land lease fund	1,808,425	1,359,746
Land acquisition fund	2,574,375	2,209,375
	<u>6,939,932</u>	<u>6,128,540</u>
Commitments (note 6)		
	<u>\$ 7,779,113</u>	<u>\$ 7,353,993</u>

See accompanying notes to financial statements.

On behalf of the Board:

Aaron Dutton

Director

Brian H. C.

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2022, with comparative financial information for 2021

	2022	2021
Revenues (Schedule):		
Archaeological monitoring fees	\$ 4,263,099	\$ 3,397,110
Land lease fees	975,710	975,599
Land acquisition fees	365,000	365,000
Pipeline monitoring fees	247,250	154,123
Environmental monitoring fees	351,021	136,420
Joint Stewardship Board	150,655	150,000
Burtch farm revenue	72,000	500
Haudenosaunee Development Institute Administration	3,624	—
	6,428,359	5,178,752
Expenses (Schedule):		
Salaries, benefits and contract fees	2,330,653	1,449,565
Legal expenses – business development	1,031,103	255,356
Legal expenses – litigation	257,776	63,838
Community language and cultural development	527,030	852,981
Professional fees	564,279	412,815
Travel	402,718	314,614
Office and general	251,907	167,580
Bad debt expense	96,668	68,745
Communications	89,104	43,225
Rent	37,956	37,668
Advertising	11,125	9,341
Amortization	9,835	9,085
Administration fees (note 4)	3,624	—
Training	3,189	—
	5,616,967	3,684,813
Excess of revenues over expenses	\$ 811,392	\$ 1,493,939

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Fund Balances

Year ended March 31, 2022, with comparatives financial information for 2021

	Unrestricted fund	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration fund	Community engagement	2022 Total
Balance, beginning of year	\$ 2,276,850	\$ 8,407	\$ 1,359,746	\$ 2,209,375	\$ 274,162	\$ -	\$ 6,128,540
Excess (deficiency) of revenues over expenses	70,283	(9,835)	448,679	365,000	(62,735)	-	811,392
Net change in invested capital	(20,495)	20,495	-	-	-	-	-
Balance, end of year	\$ 2,326,638	\$ 19,067	\$ 1,808,425	\$ 2,574,375	\$ 211,427	\$ -	\$ 6,939,932

	Unrestricted Fund	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration fund	Community engagement	2021 Total
Balance, beginning of year	\$ 1,183,809	\$ 8,363	\$ 1,226,590	\$ 1,844,375	\$ 321,464	\$ 50,000	\$ 4,634,601
(Deficiency) excess of revenues over expenses	1,102,170	(9,085)	133,156	365,000	(47,302)	(50,000)	1,493,939
Net change in invested capital	(9,129)	9,129	-	-	-	-	-
Balance, end of year	\$ 2,276,850	\$ 8,407	\$ 1,359,746	\$ 2,209,375	\$ 274,162	\$ -	\$ 6,128,540

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2022, with comparative financial information for 2021

	2022	2021
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 811,392	\$ 1,493,939
Items not involving cash:		
Amortization of capital assets	9,835	9,085
Change in non-cash operating working capital		
Accounts receivable	119,109	(667,137)
Prepaid expenses	82,350	27,470
Due from 2438543 Ontario Inc.	(1,359,165)	1,302,432
Due from Ogwawishta Dedwahsnye	(4,301)	(7,612)
Accounts payable and accrued liabilities	478,728	220,043
Deferred revenue	—	(59,707)
	137,948	2,318,513
Investing activities:		
Purchase of capital assets	(20,494)	(9,129)
Investment in subsidiary	(1,000,000)	(1,365,000)
	(1,020,494)	(1,374,129)
Net change in cash	(882,546)	944,384
Cash, beginning of year	4,682,183	3,737,799
Cash, end of year	\$ 3,799,637	\$ 4,682,183

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

Haudenosaunee Development Institute (HDI) (the “Organization”) is a formal, unincorporated Organization established by the Haudenosaunee Confederacy Chiefs Council (“HCCC”). The Organization established and administers a regulatory framework which identifies, registers and regulates development in compliance with a number of regulatory obligations including the Haudenosaunee Green Plan and the Haudenosaunee Development Protocol.

1. Significant accounting policies:

The financial statements have been prepared by management in accordance with Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the CPA Canada Handbook.

(a) Fund accounting:

The Organization follows the restricted fund method of accounting.

The Land lease fund consists of net assets to be used for the sole benefit of the Haudenosaunee people and will be managed by the Haudenosaunee Confederacy Chiefs Council (HCCC). Such funds shall only be used by HCCC to support the advancement and promotion of Haudenosaunee educational programs and initiatives, human health and welfare, Haudenosaunee ceremonies, language, cultural heritage and education on the conservation of the environment and natural heritage. Expenditures must be for the benefit of the Haudenosaunee, as deemed fit by the Royane and Yakoyane on a case by case basis.

The Land acquisition fund consists of net assets to be used for the sole benefit of the Haudenosaunee people and will be managed by the Haudenosaunee Confederacy Chiefs Council (HCCC). Such funds shall only be used by the HCCC for purposes of acquisition of land to support the advancement and promotion of Haudenosaunee educational programs and initiatives, human health and welfare, promotion of Haudenosaunee educational programs and initiatives, Haudenosaunee ceremonies, language, cultural heritage and education on the conservation of the environment and natural heritage. Expenditures must be for the acquisition of land and for the benefit of the Haudenosaunee, as deemed fit by the Royane and Yakoyane on a case by case basis.

The Old Council house restoration fund and the community engagement fund were established for maintaining relationships between local parties and HDI for future mutual benefits. Amounts included are one-time unrestricted funding earned from funders.

The unrestricted fund is available for general daily operations of the Organization as directed and approved by management.

(b) Revenue recognition:

Unrestricted contributions are recognized as revenue in the unrestricted fund when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Restricted contributions are recognized in the unrestricted fund using the deferral method when an appropriate restricted fund does not exist.

Revenue from fees or contracts is recognized when the services are provided.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

1. Significant accounting policies (continued):

(c) Cash and cash equivalents:

Cash and cash equivalents include cash on hand and short-term deposits which are highly liquid with original maturities of less than three months.

(d) Investments:

The Organization applies the equity method as a basis of accounting for investments in companies over which it exercises significant influence. Under the equity method, the Organization records these investments initially at cost and carrying amounts are adjusted thereafter to include the Organization's pro rata share of post-acquisition earnings of the investees, computed by the consolidation methods. The adjustments are included in the determination of net income by the Organization, and the investment accounts of the Organization are also increased or decreased to reflect the Organization's share of capital transactions and changes in accounting policies and corrections of errors relating to prior period financial statements applicable to post-acquisition periods. Profit distributions received or receivable from investees reduce the carrying amounts of the investments. Unrealized inter-entity gains or losses are eliminated.

The Organization's determination of significant influence is based on consideration of voting interest in the investees along with other indicators such as representation on the Board of Directors, participation in policy-making processes, material inter-entity transactions, interchange of managerial personnel or provision of technical information

(e) Capital assets:

Purchased capital assets are recorded at cost. Contributed capital assets are recorded at fair value at the date of contribution. Repairs and maintenance costs are charged to expense. Betterments which extend the estimated life of an asset are capitalized. When a capital asset no longer contributes to the Organization's ability to provide services, its carrying amount is written down to its residual value.

Capital assets are amortized on a straight-line basis using the following annual rates:

	Rate
Computer software and equipment	33%
Furniture and fixtures	20%

(f) Use of estimates:

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include accounts payable and accrued liabilities. Actual results could differ from those estimates.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

1. Significant accounting policies (continued):

(g) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Organization has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Organization determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Organization expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

(h) Allocation of expenses:

The Organization records a number of its expenses by program. The costs of each program include the costs of personnel, premises and other expenses that are directly related to providing the program.

2. Accounts receivable:

	2022	2021
Accounts receivable	\$ 938,188	\$ 996,994
Less: allowance for doubtful accounts	(167,048)	(106,745)
	<u>\$ 771,140</u>	<u>\$ 890,249</u>

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

3. Capital assets:

March 31, 2022	Cost	Accumulated amortization	2022 Net book value	2021 Net book value
Computer and equipment	\$ 74,948	\$ 63,149	\$ 11,799	\$ 5,972
Furniture and fixtures	22,213	14,946	7,267	2,435
	\$ 97,161	\$ 78,095	\$ 19,066	\$ 8,407

4. Related entities:

Haudenosaunee Confederacy Chiefs Council ("the Council" or "HCCC"):

The Council formed the Organization in 2007 in order to create a process and an institution to ensure certain rights are protected with respect to land development. The Organization represents the Council's interest in development of lands within the Haudenosaunee jurisdiction.

The Organization receives applications for projects on land and recommends approval to the Council and the Council provides final approval. The Organization reports to Council on a regular basis on the status and progress of potential and on-going projects.

2438543 Ontario Inc.:

On October 20, 2014, HDI incorporated 2438543 Ontario Inc. under the Canada Corporations Act. This entity was incorporated for purposes of establishing a partnership to hold an investment within the Grand Valley Wind Farm project. This corporation, in partnership with five other entities, formed a limited partnership for a combined ownership of 25% of the Grand Valley Wind Farm project. On February 10, 2016, HDI entered into a related party transaction with HCCC to transfer its ownership investment, at cost, in 2438543 Ontario Inc. to HCCC.

The amounts owing from 2438543 Ontario Inc. are non-interest bearing with no scheduled repayment terms and is due on demand and primarily involve providing cash flow for operations and administrative and financial services.

During the year, \$1,000,000 (2021 - \$1,365,000) was provided to 2438543 Ontario Inc. as a capital contribution for the purposes of community development and land acquisition. This amount is presented as an investment, at cost, in the entity on the statement of financial position.

During the year, \$18,000 (2021 - \$nil) was charged to HDI by 2438543 Ontario Inc. for office space rentals provided.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

4. Related entities (continued):

Ogwawishta Dedwahsnye:

On March 22, 2016, HCCC incorporated Ogawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogawishta Dedwahsnye works with the HCCC on the disbursement of its land lease funds. Previously, the entity provided payroll services to HDI however the arrangement was ended during the year. All transactions were in the normal course of operations and measured at the exchange amount. The amount due of \$4,301 is non-interest bearing.

Delegates and key personnel:

The organization enters into transactions with delegates of the Council as well as the secretary of the Council on an ongoing basis. The delegates of the Council include the entity's Directors. The organization has paid success fees to a delegate during the year totalling \$130,000 (2021 - \$nil).

5. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Organization will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Organization manages its liquidity risk by monitoring its operating requirements. The Organization prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. There has been no change to the risk exposures from 2021.

(b) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Organization is exposed to credit risk with respect to the accounts receivable. The Organization assesses, on a continuous basis, accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts as described in Note 2.

6. Commitments:

The Organization rents certain equipment from the Joint Stewardship Board, the remaining minimum payment for the next year is due as follows:

Joint Stewardship Board	\$ 2,244
-------------------------	----------

7. Contingencies:

The nature of the Organization's activities is such that there may be litigation pending or in prospect at any time. Motions and claims have been filed against the Organization in previous years. The Organization continues to defend against and deny all such claims, none of which have determinable outcomes as at March 31, 2022.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2022, with comparative financial information for 2021

	HD Admin	Archaeo Monitoring	Enviro. Monitoring	Land Research	HCCC	Land Lease	Land Acq.	Joint Stewardship Board	HRC	Pipeline Monitoring	Old Council House	HDI East/ Toronto	Burtch Farming	Total 2022	Total 2021
Revenue:															
Fees	\$ -	4,263,099	351,021	\$ -	\$ -	\$ 975,710	\$ 365,000	\$ 150,655	\$ -	\$ 247,250	\$ -	\$ -	\$ -	\$ 6,352,735	\$ 5,178,252
Other revenue	3,624	-	-	-	-	-	-	-	-	-	-	-	72,000	75,624	500
	3,624	4,263,099	351,021	-	-	975,710	365,000	150,655	-	247,250	-	-	72,000	6,428,359	5,178,752
Expenses:															
Salaries, benefits and - contract fees	258,789	1,434,992	141,747	-	-	-	-	90,000	261,162	137,567	-	8,397	-	2,330,654	1,449,565
Legal expenses - business development	836,599	33,092	-	-	-	-	-	-	-	-	-	161,412	-	1,031,103	255,356
Legal expenses - litigation	209,150	8,273	-	-	-	-	-	-	-	-	-	40,353	-	257,776	63,838
Communications	76,771	-	-	-	-	-	-	332	-	-	-	12,000	-	89,103	43,224
Consulting and professional fees	266,894	6,714	12,248	50,204	-	-	-	45,525	69,377	-	-	113,318	-	564,280	412,815
Community language/cultural development	-	-	-	-	-	527,030	-	-	-	-	-	-	-	527,030	852,981
Travel	3,865	304,438	57,986	-	7,242	-	-	-	1,623	24,869	-	2,696	-	402,719	314,614
Office and general	145,363	-	-	-	17,250	-	-	7,705	18,854	-	62,735	-	-	251,907	167,580
Administrative fees	-	-	-	-	-	-	-	3,624	-	-	-	-	-	3,624	-
Bad debt expense	96,668	-	-	-	-	-	-	-	-	-	-	-	-	96,668	68,745
Rent	36,834	-	-	-	-	-	-	1,122	-	-	-	-	-	37,956	37,668
Advertising	9,625	-	-	-	1,500	-	-	-	-	-	-	-	-	11,125	9,342
Amortization expense	9,835	-	-	-	-	-	-	-	-	-	-	-	-	9,835	9,085
Training	-	-	840	-	-	-	-	2,347	-	-	-	-	-	3,187	-
	1,948,393	1,787,509	212,821	50,204	25,992	527,030	-	150,655	351,016	162,436	62,735	338,176	-	5,616,967	3,684,813
Excess of revenue over expenses (expenses over revenue)	\$ (1,944,769)	\$ 2,475,590	\$ 138,200	\$ (50,204)	\$ (25,992)	\$ 448,680	\$ 365,000	\$ -	\$ (351,016)	\$ 84,814	\$ (62,735)	\$ (338,176)	\$ 72,000	\$ 811,392	\$ 1,493,939

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS
Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA *et al.*
Defendants

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF RICHARD SAUL
(Affirmed February 6, 2023)

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TAB 2

Court File No. CV-18-594281

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff

and

**THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE
KING IN RIGHT OF ONTARIO**

Defendants

and

THE MEN’S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party

AFFIDAVIT OF RICHARD WAYNE HILL SR.
(Affirmed February 6, 2023)

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Court File No. CV-18-594281

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff

and

**THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE
KING IN RIGHT OF ONTARIO**

Defendants

and

THE MEN'S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party

AFFIDAVIT OF RICHARD WAYNE HILL SR.
(Affirmed February 6, 2023)

I, RICHARD WAYNE HILL SR., of the Village of Ohsweken, in the Province of Ontario, MAKE OATH AND SAY:

I. Introduction and Mandate

1. My name is Richard Wayne Hill Sr. I am a member of the Beaver Clan of the Tuscarora Nation of the Haudenosaunee Confederacy (also known as the “Iroquois Confederacy”).

2. I have already affirmed one affidavit in this matter on June 10, 2022 (my “**First Affidavit**”), which I incorporate into this affidavit by reference. My background is set out in

my First Affidavit. My curriculum vitae and acknowledgement of expert duty are attached at Exhibits A and B to my First Affidavit, respectively.

3. Capitalized terms in this affidavit have the same meaning as was given to them in my First Affidavit, unless noted otherwise.

4. I have been asked by counsel for HDI to review the motion record of the Men's Fire of the Six Nations Grand River Territory ("**Men's Fire**") dated January 9, 2023, inclusive of the affidavit of Wilfred Davey affirmed January 6, 2023 (the "**Davey Affidavit**") and the affidavit of Paul Delaronde affirmed January 6, 2023 (the "**Delaronde Affidavit**"), and to comment on the statements made in the Davey Affidavit and the Delaronde Affidavit.

5. I set out this commentary below, in addition to the information included in my First Affidavit about the history and governance of the Haudenosaunee, and the Haudenosaunee relationship with the Crown.

6. As in my First Affidavit, the facts contained in this affidavit are based on my personal knowledge, including of Haudenosaunee culture, law, and tradition, the oral history of the Haudenosaunee, and the archival information obtained through my career and research.

7. My lack of comment on any portion of the motion record of the Men's Fire should not be taken to mean I agree with those portions.

II. The "Men's Fire of the Six Nations Grand River Territory"

8. I am aware of a group that identifies themselves as the "Men's Fire of the Six Nations Grand River Territory". I am not aware of its membership, which in my experience is

nebulous, and neither the Davey Affidavit nor the Delaronde Affidavit identifies who the “Men’s Fire of the Six Nations Grand River Territory” is comprised of. The “Men’s Fire of the Six Nations Grand River Territory” is not to my knowledge an entity contemplated by Haudenosaunee law.

9. As I describe at paragraphs 44 to 50, below, the only instance in Haudenosaunee law of what could be called a “men’s fire” or a “women’s fire” is a group of men or women *within a Clan* of the Haudenosaunee Confederacy (also known as nephews or nieces). It does not go beyond a Clan. It is not an inter-Clan or inter-Nation concept.

10. I am not aware of any part of the Great Law of Peace that provides the basis for the formation or authority of such an entity.

III. The Delaronde Affidavit

i. Mr. Delaronde and the Warrior Society

11. I understand Mr. Delaronde to be from Kahnawake, a Haudenosaunee territory situated within present-day Quebec, near Montreal. I have met him personally several times.

12. Mr. Delaronde has historically (since approximately the 1980s or earlier) been a vocal critic of the Haudenosaunee Confederacy Chiefs as constituted. He is, I understand, a leading member of the modern day “Mohawk Warrior Society” at Kahnawake. A short biography about Mr. Delaronde published in connection with a speaking engagement at Concordia University is attached as **Exhibit “A”**,¹ which states that Mr. Delaronde “played a leading

¹ Available at: <<https://www.concordia.ca/cuevents/offices/provost/fourth-space/programming/2022/10/18/mohawk-warrior-society-publication-launch.html>>.

role in rekindling the fire of the *Rotihskan'rakehte* (Mohawk Warrior Society) in the early 1970s.”

13. An article published on November 11, 2014 by Straus Media regarding an interview/interaction with Mr. Delaronde is attached as **Exhibit “B”**.² This article further describes the “Warrior Society” and Mr. Delaronde. It states, among other things, the following:

- a. “the Warrior Society [is] an unofficial organization put into dormancy with the founding of the Haundenosaunee [sic]”—*I agree that the Great Law of Peace put an end to the concept of a “War Chief”*.
- b. “Paul Delaronde is...a leader of the Warrior Society, a new movement intended to personify the ideals of the old Chiefs, but without the Chiefs regard for the Haundenosaunee [sic], which the Warriors feel no longer represents their people or their values”—*I am aware that the Warriors Society is critical of the Haudenosaunee Confederacy Chiefs*.
- c. “[Mr. Delaronde is] a man who speaks of democracy with reverence, but he’s also a man of action, one who led a handful of others into the Longhouse at Onondaga and disrupted the Tribal Council in 1989. Placing a large wooden war-club inside the doorway, symbolically (and actually) threatening everyone present, these Warriors announced that they would no longer recognize the authority of the Chiefs. And then they walked out.”—*I am aware of this incident and I believe the*

² Available at: <<https://www.nypress.com/news/the-warriors-within-ADNP1020060208302089998>>.

article to accurately describe it based on the description provided to me by Tadadaho (Chief Leon Shenandoah of the Onondaga Nation), who was present at the time. Chief Shenandoah also advised me, and I believe, that at that meeting, the Warrior Society members stated that they were “leaving the Circle”.

14. The Haudenosaunee Confederacy Chiefs have rejected (and do reject) the views and tactics of the Warrior Society as inconsistent with the Great Law of Peace. A transcription of the Confederacy Chiefs’ statement of May 27, 1990 (from *Todadaho*) is attached as **Exhibit “C”**.

ii. The Version of the “Great Law of Peace” cited by Delaronde has been Repeatedly Rejected by the Chiefs of the Haudenosaunee Confederacy

15. Mr. Delaronde refers to a purported version of the Great Law that has been repeatedly rejected by the Chiefs of the Haudenosaunee Confederacy.

A. The Origin of Delaronde’s Purported Great Law: Parker/Newhouse

16. The version of the Great Law referenced at paragraph 1 of the Delaronde Affidavit and throughout (including, *e.g.*, at paragraph 11 where “117 articles” are referenced and at Exhibit A, where certain excerpts from those 117 articles are included) is one apparently published by “Gerald Murphy” with copyright claimed by Portland State University.

17. I am not familiar with Gerald Murphy or Portland State University’s connection to Haudenosaunee laws, but I am familiar with the 117-article version of the Great Law relied upon in the Delaronde Affidavit. It is a version originally prepared by an American anthropologist named Arthur C. Parker in 1916. I will refer to the purported “Great Law” that Delaronde cites as the **“Parker Great Law”**. I attach as **Exhibit “D”** an excerpt of

Parker's 1916 publication entitled "*The Constitution of the Five Nations*" where, at pages 30 through 60, the 117-article Parker Great Law can be found.³

18. Understanding the history of the Parker Great Law is necessary to explain that it is not the accurate statement of the Haudenosaunee Great Law of Peace that Mr. Delaronde says it is (nor is the "Newhouse" version upon which the Parker Great Law is based, as described below).

B. The Parker Great Law is based on the Newhouse Great Law

19. The Parker Great Law is based upon a manuscript written by Seth Newhouse (1842-1921), an Onondaga man who spoke Mohawk. The Parker Great Law was created by Parker's free editing of the Newhouse Great Law with the help of a "dehorned" (removed) Chief of the Onondaga Nation named Albert Cusick, who had become a deacon with the Methodist Church.

20. Newhouse had prepared at least three different versions of the Great Law:

- a. 1880: one titled "*Constitution of the Five Nations Indians Confederation*", which he sent to an individual named George Hemlock at Cattaraugus, where it was later acquired by J.N.B. Hewitt, an ethnologist with the Smithsonian Institution's

³ A full copy of Parker's 1916 publication can be found at:
<https://archive.org/details/cu31924101928012/mode/2up?view=theater>.

Bureau of Ethnology who was raised in the Haudenosaunee (Tuscarora) territory near Lewiston, New York.⁴

- b. 1885: one titled “*De-ka-na-wi-da’s Government of the Iroquois Confederacy: The Original Literal Historical Narrative of the Iroquois Confederacy*”, describing the Great Law of Peace as a number of “articles”—this version was later acquired by the American Philosophical Society in or about 1940.⁵
- c. 1897-1898: a “*Mohawk version of the Confederacy by Dekanawidah*” and a translation “*Constitution of the Confederacy by Dekanawidah*”, now with the Smithsonian Institution.⁶

21. I will refer to the Newhouse versions in this affidavit collectively as the “**Newhouse Great Law**”.

22. As described below, all versions of the Newhouse Great Law were rejected by the Chiefs of the Haudenosaunee Confederacy.

⁴ Copy available at National Archives of Canada: Seth Newhouse, Constitution of the Five Nations Indians Confederation (February 1880), Ottawa, National Archives of Canada (MS 1359, MG 19-F26).

⁵ Copy available at National Archives of Canada: Seth Newhouse, Dekanawidah's Government of the Haudenosaunee Confederacy (1885), Ottawa, National Archives of Canada (R7954-0-2-E, MG19-F26, Volume number: 1).

⁶ Copy available at National Anthropological Archives: J.N.B. Hewitt, Constitution of the Confederacy by Dekanawidah, collected and translated from Mohawk by Chief Seth Newhouse (1898), Suitland, MD, National Anthropological Archives, Smithsonian Institution (NAA MS 1343).

C. The Rejected Newhouse Great Law does not Reflect the Great Law of Peace

23. The context for the Newhouse Great Law was that, in 1875, the Onondaga Chiefs at Ohswegen advocated for the writing of the Great Law to document Haudenosaunee law in view of Canada's efforts to impose its laws (the *Indian Act*) on the Haudenosaunee.

24. Newhouse was initially working with the Haudenosaunee Confederacy Chiefs Council (the "HCCC") toward this goal. Newhouse submitted at least three versions of the Great Law to the HCCC from approximately 1880 to 1899. The HCCC assigned a select committee of Chiefs and Elders to review Newhouse's transcriptions, and to make recommendations to the HCCC accordingly. Ultimately all versions proposed by Newhouse were rejected as failing to reflect the Great Law of Peace.

25. Illustrative of the fact that the Newhouse Great Law does not reflect the Great Law of Peace is that it insidiously states that people have the right to kill a dissenting Chief. The Great Law of Peace does not provide for the summary execution of a Chief. That would be directly contradictory with the very purpose of the Great Law of Peace, which was to bring an end to violence and replace it with reason and kindness.

26. Despite its rejection by the Haudenosaunee Confederacy Chiefs, a copy of the Newhouse Great Law was circulated within the Haudenosaunee communities of Akwesasne, Kahnawake (where Mr. Delaronde is from), and Kenesatake in or about 1924.

D. The Parker Great Law does not Reflect the Great Law of Peace

27. The rejection of the Newhouse Great Law by the Chiefs of the Haudenosaunee Confederacy is equally applicable to the Parker Great Law. The Parker Great Law, which is

based on the Newhouse Great Law, does not reflect the Haudenosaunee Great Law of Peace. The Chiefs of the Haudenosaunee Confederacy have not accepted the Parker Great Law.

28. Most telling is a letter that Parker wrote to Newhouse in 1911 stating that Parker had “made a codified version of the Constitution for comparative purposes and placed similar articles together regardless of the original form...just as a barrister would do.” He justified this in order to help the reader better understand the document and to conform to the “[New York State] Regents editing system.” The letter is referenced in *Parker on the Iroquois*, an excerpt of which is attached as **Exhibit “E”**.⁷

29. J.N.B. Hewitt also reviewed the Parker Great Law, along with two other versions published in the early 1900s. A copy of Hewitt’s 1917 review is attached as **Exhibit “F”**. Of the three publications Hewitt reviewed (including the Parker Great Law), he stated:

These three publications are considered here together because they deal with a common topic-the League of the Iroquois. **They severally repeat old errors** and so diffuse them broadcast under the patronage of learned institutions, and so **the following strictures are made on the untrustworthy character of much of their contents, lest the unwary student be led into accepting misinformation for truth.** (*emphasis added*)

30. Hewitt observed that Parker did not acknowledge that Newhouse and the Haudenosaunee Chiefs were at odds over the Newhouse Great Law, stating:

Mr. Parker tells us that two main manuscripts form the basis of his publication. **He fails, however, to point out the value of either manuscript, or to explain the significance of the serious conflict of statements of essential facts or events between the two;** we should have been told the essential fact that the

⁷ *Parker on the Iroquois* (Syracuse, New York: Syracuse University Press, 1968) at 42, citing letter from Arthur C. Parker to Seth Newhouse (21 February 1911).

document prepared by the Committee of the Chiefs of the Six Nations was prepared as a substitute for **the Newhouse document, which the chiefs in council had thrice rejected as faulty in arrangement and spurious in many of its statements.** (*emphasis added*)

31. The “chiefs in council” referenced by Hewitt were the HCCC.

32. In responding to Hewitt’s criticism, Parker acknowledged that the manuscripts upon which he relied to prepare the Parker Great Law “do not necessarily represent what the present writer [Parker] thinks accurate in detail or satisfactory.” A copy of Parker’s 1918 reply to Hewitt is attached as **Exhibit “G”**.

E. Modern Haudenosaunee Rejection of the Parker/Newhouse Great Law

33. In 1971, the Onondaga Nation held an oral recitation of the Great Law of Peace at the Onondaga Nation Council House (within present-day New York). I was present at this recitation which was a week-long event. The speakers included Cayuga Chief Jake Thomas, Seneca Chief Corbett Sundown, Onondaga Chiefs Huron Miller and Leon Shenandoah, and other Haudenosaunee elders. The recitation of the Great Law of Peace was held in Haudenosaunee languages in the morning, and then in English in the afternoon.

34. During the second day of the recitation, a Mohawk man objected to the English translation being recited. He held up a red booklet by the White Roots of Peace (he brought several copies, one of which I examined). My recollection is that he read the entire booklet in English and declared that it was the version of the Great Law that everyone should hear and abide by. The Chiefs disagreed.

35. A copy of the cover of the red booklet I took from the meeting in 1971 is attached as **Exhibit “H”**. I am in the process of scanning a copy of the entirety of the red booklet.

36. The last page of the White Roots of Peace booklet states “Some meaning is lost by translation into English. There may be some quarrels over order articles, interpretations, omissions. But this pamphlet is offered as a starting point for discussions until a sanctioned translation is available” (there is, to date, no such sanctioned written translation).

37. I have recently reviewed the contents of the red booklet and compared them to the contents of the Parker Great Law. The two are nearly identical in content, with some minor semantic changes and some articles relocated or renumbered.

38. In view of the disagreement at the 1971 meeting, the Chiefs assembled the people in attendance together in the centre of the Council House, with the Chiefs and Clan Mothers standing in a circle around them, arms linked, with the stated goal of bringing everyone’s mind together as one. I recall that the Mohawk man who had objected and read aloud the excerpt from the White Roots of Peace book, along with a few others, broke through the arms of the Chiefs and Clan Mothers and stormed out of the Council House.

39. Since that time, there has been a contingent of detractors within the Haudenosaunee Confederacy who support the Newhouse Great Law/Parker Great Law that has been rejected by the Chiefs. This contingent, accordingly, appears to consider the Chiefs to be traitors for not adopting the Newhouse Great Law/Parker Great Law. The purported Great Law that Delaronde advocates for in his affidavit is the same rejected version.

40. Contrary to the view of the contingent that supports the Newhouse/Parker Great Law, the Chiefs of the Haudenosaunee Confederacy have maintained that neither version reflects the Great Law of Peace. The Chiefs have remained steadfast in their efforts to share the Great Law of Peace through oral tradition and the sacred wampum strings and belts variously known as *Kayanerenshera'kó:wa*, *Kayanlahsla'kó*, *Gayanehsä:go:nah*, *Gayanehsra'gowah*, *Gayáneshä'go:wa:h*, or *Kayanrēhstí:yu* (the words for the Great Law of Peace in Mohawk, Oneida, Onondaga, Cayuga, Seneca, and Tuscarora, respectively; I also note there are local dialectic differences in how these words are written). This oral tradition and wampum reflects the Haudenosaunee Great Law of Peace, not the Newhouse Great Law or the Parker Great Law.

iii. *The “Men’s Fire” and its Purported Role is a Fabrication of the Rejected Parker/Newhouse Great Law*

41. The “Men’s Fire” as described in the Delaronde Affidavit is not a political unit in Haudenosaunee Law. The true recitation of the Great Law according to the sacred wampum belts made by Chiefs over 1,000 years ago makes no mention of a “Men’s Fire”.

42. Paragraph 21 of the Delaronde Affidavit refers to articles 93-98 of the Parker Great Law titled “Rights of the People of the Five Nations”. While the people of the Five Nations of course have rights, this section of the Parker Great Law, including its reference to a “War Chief”, is an interpretation of the Great Law fabricated by Arthur Parker which has no presence in the true recitation of the Great Law of Peace.

A. *There is no “Men’s Fire” as Construed by Delaronde: The Role of the Men and Women of a Clan*

43. Delaronde refers at paragraph 23 to council fires of the men and women of every Clan. First, these categories of “council fires” are a creation of Parker Great Law. Second, Delaronde’s suggestion that the “men’s fires” or “women’s fires” are separate inter-Clan or inter-Nation groups is incorrect.

44. In 1894, Skanawadi (the Wampum Keeper), Onondaga Chief John A. Gibson, explained the function of what could be considered a “men’s fire” and a “women’s fire”. Importantly, a “men’s fire” or “women’s fire” is confined to a particular Clan of the Haudenosaunee Confederacy.

45. When Clan matters are discussed, the men and women of the Clan (which could be conceived as a “men’s fire” and a “women’s fire”) can meet separately on the matter, and then compare points of view to see if there is consensus among them. Neither the men of the Clan nor the women of the Clan have any precedence over the other.

46. If the men and women of a Clan (*i.e.*, the nephews and nieces, or the “men’s fire” and “women’s fire”, respectively) concur that a matter needs to be addressed at Council, they raise the matter with their Clan Mother. The Clan Mother will then discuss the matter with the Clan’s Chief, who sits on Council.

47. If the request of the Clan Mother has merit and does not violate standing beliefs, values, policies, or laws, then the Chief will raise the matter in Council with the other Chiefs of their Nation (*e.g.*, the other Mohawk Chiefs, or the other Seneca Chiefs).

48. If the other Chiefs of that Nation agree that the matter should be further addressed in Council, the Chiefs of the Nation would consult with their Brother Nation⁸ (*e.g.*, if the matter was initially brought to a Mohawk Chief, the Mohawk Nation Chiefs would raise the matter with the other Elder Brothers, the Seneca Chiefs). In this manner, the Chiefs can explore consensus of a “Bench” at Council.

49. If the other Brother Nation concurs with the Chiefs who raised the issue, there will be consensus among a Bench. That Bench would then ask the Onondaga Nation to introduce the matter at a Grand Council, where it could be presented for deliberation at Grand Council if the Onondaga Chiefs agree.

50. Any matter raised at Grand Council is then considered in the manner described at paragraphs 35 to 37 of my First Affidavit.

B. There is no Basis for a “Men’s Fire” to “demand correction” through a “War Chief”

51. Paragraphs 24 to 25 of the Delaronde Affidavit refer to article 98 of the Parker Great Law to suggest that an individual niece or nephew in the Haudenosaunee Confederacy (*i.e.*, any Haudenosaunee man or woman) or, in this case, the “Men’s Fire of the Grand River Territory”, can, through their “War Chief”, demand that actions of the Confederacy Council be “corrected”. This suggestion is incorrect and a product of the rejected Parker Great Law.

⁸ The Mohawks and Senecas are “Brothers” (the Elder Brothers, specifically). The Cayugas and Oneidas and, later, the Tuscaroras, are also Brothers (the Younger Brothers, specifically). The Mohawks and Senecas are “Cousins” of the Cayugas, Oneidas, and Tuscaroras, and *vice versa*.

52. The concept of a War Chief is something that Parker inserted into the Parker Great Law. In fact, Newhouse (whose purported “Great Law” forms the foundation for the Parker Great Law, as already discussed) stated in 1885 that a so-called “War Chief” had no voice in Confederacy government and nothing to do with Confederacy civil affairs.⁹

53. The Great Peace eliminated the authority of a War Chief and specifically removed their influence from each Nation. War Chiefs were historically instigators of violence among the Nations of the Haudenosaunee Confederacy. The Peacemaker put their historical influence to an end.

54. Contrary to the suggestion at paragraphs 24 to 25 of the Delaronde Affidavit, nowhere does the Great Law of Peace provide for a “men’s fire” imposing its point of view on all others. I further note that Delaronde does not identify any “War Chief” through whom the Men’s Fire purports to make its demands.

iv. The Formation and Appointment of the Haudenosaunee Development Institute

55. The Delaronde Affidavit acknowledges at paragraphs 13 and 14 that Chiefs of the Haudenosaunee Confederacy represent their Clan, and that the Grand Council (*i.e.*, the body of Chiefs) has functioned for centuries and is the ultimate governing authority for the Haudenosaunee. I agree.

A. Chiefs Council Decision-Making is Bench-Based

56. Contrary to Mr. Delaronde’s characterization of Haudenosaunee decision-making, the decision-making process for the Haudenosaunee according to the Great Law of Peace is

⁹ This Newhouse Great Law version is the one referenced at paragraph 20.b), above.

based on unanimity of all *benches*, not unanimity of all condoled Chiefs, of all Clans, or of all people.

57. As I describe in my First Affidavit at paragraphs 35-37, a Grand Council is comprised of three “benches”: the “**Elder Brothers**” (the Mohawk and Seneca People), the “**Younger Brothers**” (the Oneida and Cayuga People), and the “**Fire Keepers**” (the Onondaga People). Each meeting of the HCCC must have representation from all three benches and, therefore, a minimum of three of five nations. That could be called quorum. A decision of the HCCC is rendered on the unanimous agreement of all three *benches*, *i.e.*, the Elder Brothers, the Younger Brothers, and the Fire Keepers. This is how the Haudenosaunee have operated for centuries.

58. Chiefs have an obligation to attend Grand Council, and non-attendance by any Chief is not a bar to decision-making and the operation of Haudenosaunee government provided there is representation from each Bench. If a Chief who was not in attendance disagrees with a decision made at a Grand Council, the matter may be addressed again at a subsequent Grand Council if there is agreement among the Benches at that Council to reconsider the matter (see, *e.g.*, paragraphs 47 to 50, above).

59. I disagree with the opinion at paragraphs 32 to 33 of the Delaronde Affidavit that Mohawk Chiefs are the “heads and the leaders” of the Confederacy and that all Mohawk Chiefs must be present for any decision-making to be conducted. This opinion is, again, based on the rejected Parker Great Law and is fundamentally inconsistent with the Great Law of Peace and the sacred wampum. All Chiefs of the Haudenosaunee Confederacy have the same authority; no one Chief or one Nation is above any others. They stand collectively

together, and have since the formation of the Haudenosaunee Confederacy (*i.e.*, the Great Peace).

B. Decision-making Regarding Land is also Bench-Based

60. I disagree with the suggestion at paragraphs 26 to 28 of the Delaronde Affidavit that Haudenosaunee decision-making in this matter has different requirements because the subject matter is land. Mr. Delaronde's opinion is, again, based on the rejected Parker Great Law. The decision-making process regarding land is the same decision-making process as for other Confederacy matters.

61. The articles of the Parker Great Law specifically referenced in the Delaronde Affidavit demonstrate fundamental inconsistency with The Great Law of Peace and Haudenosaunee values. The Delaronde Affidavit refers repeatedly in paragraphs 26 to 28 and 31, for example, to specific "owners" of the land. That is inconsistent with the Haudenosaunee point of view: no one owns the Earth. It is an elemental belief of the Haudenosaunee that the Earth is our mother and it is not to be possessed. Land can be "held", but not "owned".

62. The Delaronde Affidavit also refers to "the decisionmakers of the Grand Council who would naturally defer any decisions regarding land claims to the people, the collective rights-holders." I agree with Mr. Delaronde that the Haudenosaunee citizens are the collective rightsholders. However, I disagree with Mr. Delaronde that the Grand Council would "naturally defer any decisions regarding land to the people". Such practice has, historically, been negative for the Haudenosaunee, and ignores the fundamental multi-generational responsibilities of the Chiefs of the Haudenosaunee Confederacy (*i.e.*, their responsibility

extends to generations yet to be born). Haudenosaunee people, in any event, have input through the long-established process I describe at paragraphs 45 to 50, above.

63. Historically, when Haudenosaunee individuals have ignored the Council or Haudenosaunee land-holding ethics, the consequences have been dire, including the significant loss of land. For example, this was the case in the 1797 Mohawk lands treaty with the United States facilitated by Joseph Brant and John Deseronto, and with the 1838 Buffalo Creek treaty where the people usurped the Chiefs and agreed to sell the majority of Seneca land in New York. In both of these instances the result was the loss of significant land for the Haudenosaunee.

64. Haudenosaunee Chiefs and Clan Mothers have taken the lead in developing a land rights strategy, as the protectors of the collective rights of the Haudenosaunee people. They have done so with a view to the well-being of Haudenosaunee people seven generations into the future, not just Haudenosaunee people today. The development of that strategy has been the subject of deliberation at Grand Council, with the input of the Haudenosaunee people.

65. The peoples' role in decision-making is through the long-established governance structure of the Haudenosaunee, where people can raise issues to the Grand Council level through their Clan Mother. This is how the Haudenosaunee Confederacy has operated for centuries.

C. HDI was Duly Formed under the HCCC's Sovereign Authority

66. Contrary to paragraphs 29-33 of the Delaronde Affidavit, HDI was duly formed under the sovereign authority of the HCCC and pursuant to Haudenosaunee practices, procedures, and law.

67. The HCCC regularly consults with and works with the Clan Mothers at Grand River on various governance matters. The decision to form HDI and assign its functions was no exception.

68. Sometime in the mid-late 2000s, I attended several HCCC council meetings where the formation of HDI, including its need and function, was discussed. These council meetings were open to all Haudenosaunee citizens (as they always are but for very limited exceptions), consistent with the practices and procedure that have been adhered to since the council fire was lit at Ohsweken. In these council meetings, information was shared with Clan Mothers to allow them to inform their Clans of what was being proposed. Several issues and concerns with respect to the then-proposed HDI were shared and discussed in open council. The HCCC ultimately resolved to form HDI in or about 2007, following those meetings.

69. The process to form HDI was consistent with the process of the establishment of other committees/agencies by the Grand Council and HCCC, including the External Relations Committee (“**HERC**”), the Haudenosaunee Task Force on the Environment, the Haudenosaunee Standing Committee on Repatriation/Rematriation, and the Haudenosaunee Documentation Committee, among others. These entities are formed and given a mandate to carry on the business of the HCCC or Grand Council, as the case may be, and the Haudenosaunee Chiefs maintain ultimate authority over their functions, just as the HCCC does with HDI.

70. I disagree with paragraphs 32 and 33 of the Delaronde Affidavit which suggest that no decision of the HCCC can be made unless all Mohawk Chiefs are present. As described at paragraph 59, above, Mr. Delaronde’s opinion is based on the rejected Parker Great Law,

which is inconsistent with the true Great Law of Peace. All Chiefs of the Haudenosaunee stand together and have the same authority. No one Chief or Nation is above the others regardless of the relative population of any one Nation.

71. Mr. Delaronde's opinion that no decision of the HCCC is effective absent the consent of all condoled Chiefs is also incorrect. The HCCC and Grand Council can and do legislate in the absence of individual Chiefs insofar as the process described at paragraphs 35-37 of my First Affidavit is adhered to. As described at paragraphs 56 to 59, above, it is about unanimity of *benches*. All Chiefs have a responsibility to attend council meetings and understand that if a Chief does not attend a meeting, he relinquishes his voice in the matter, unless and until it is raised again for consideration at Council.

D. HDI is not "Incorporated" and has not "Left the Circle"

72. At paragraphs 34-36 of the Delaronde Affidavit, Mr. Delaronde asserts that HDI is not a legitimate representative of the HCCC and has "left the wampum circle" because it is "an incorporated entity in Ontario". I disagree with these paragraphs.

73. Mr. Delaronde's opinion that HDI has "left the circle" is based on the premise that HDI is a corporation. However, HDI is not a corporation, and it is not "incorporated" under the laws of any outside jurisdiction, Ontario or otherwise. As described at paragraph 68, above, HDI was formed in 2007 by the HCCC in accordance with Haudenosaunee law. It is a Haudenosaunee agency formed and given a mandate, consistent with Haudenosaunee practices going back centuries (see, *e.g.*, paragraphs 39 to 42 of my First Affidavit).

74. Based on paragraphs 34-36 of the Delaronde Affidavit, it appears that Mr. Delaronde believes that HDI is "incorporated entity in Ontario". I understand that there is a corporation

that HDI uses for land holding within the Ontario Land Registry system, but I believe Mr. Delaronde mistakenly conflates this corporation with HDI itself.

75. In any event, Mr. Delaronde's opinion flows from his interpretation of article 58 of the Parker Great Law. As already discussed, the Parker Great Law is an inaccurate statement of Haudenosaunee law. Mr. Delaronde's opinion, if it was correct (it is not), would exclude countless Haudenosaunee from the Circle Wampum simply for necessary practical activities that include the formation, control, participation, or carrying on of business via any number of business enterprises established under the laws of a foreign jurisdiction.

76. Delaronde's view (it if was correct) would also call into question numerous other entities that have been operating within Haudenosaunee communities for decades, including Grand River Employment and Training Inc. ("**GRETI**"), an incorporated entity¹⁰ that has worked with the approval of the HCCC for about 30 years. Haudenosaunee do not leave the Circle Wampum if they control or are involved in a business formed pursuant to the laws of a foreign jurisdiction.

77. For example, I understand that Mr. Delaronde is himself a director of several non-Haudenosaunee corporations, including at least three corporations formed under Canadian law:

¹⁰ See, for example, <<https://www.canadahelps.org/en/charities/grand-river-employment-training-inc/>>.

- a. see **Exhibit “I”** for a profile related to “O” JIBWAY WATER INC., an entity under the *Canada Business Corporations Act*, which lists Mr. Delaronde as a director;¹¹
- b. See **Exhibit “J”** for a profile related to LOUIS KARONIAKTAJEH HALL FOUNDATION, an entity under the *Canada Not-for-profit Corporations Act*, which lists Mr. Delaronde as a director (I also note that *Karoniaktajeh* Louis Hall was a well-known activist and early member of the modern Warrior Society movement);¹²
- c. See **Exhibit “K”** for a profile related to TOBACCO TRAIL TEKA CIGARETTES INC. CIGARETTES TEKA SENTIER DU TABAC INC., an entity under the *Canada Business Corporations Act*, which lists Mr. Delaronde as a director.¹³

78. I would not suggest that Mr. Delaronde, as a consequence of involvement in any of these corporations, has somehow left the Circle Wampum.

v. Other Commentary on the Delaronde Affidavit

79. Paragraph 6 of the Delaronde Affidavit refers to the Haldimand Proclamation being “confirmed by the Simcoe Patent of 1793”. That statement is inconsistent with the Haudenosaunee perspective, as discussed at paragraphs 54 to 56 of my First Affidavit.

¹¹ See <<https://www.canadacompanyregistry.com/companies/o-jibway-water-inc/>>.

¹² See <<https://www.canadacompanyregistry.com/companies/louis-karoniaktajeh-hall-foundation/>>.

¹³ See <<https://www.canadacompanyregistry.com/companies/tobacco-trail-teka-cigarettes-inc-cigarettes-teka-sentier-du-tabac-inc/>>.

80. Paragraph 8 of the Delaronde Affidavit refers to “each tribe” of the Haudenosaunee and their Chiefs. I believe he intends to refer to “each Nation”. The Haudenosaunee Chiefs reject the notion that the Haudenosaunee Confederacy is comprised of “tribes”.

81. Paragraph 15 of the Delaronde Affidavit states “it is the duty of the Grand Council to make deliberations on the basis of both the warnings of past generations and the welfare of future generations yet to come.” This is incomplete. The instructions to Chiefs on how to deliberate are very specific and are provided at the Condolence Ceremony by which a Chief is installed. The Great Law defines three values that the Chief must use in determining a course of action, as well as three overall goals to keep in mind. The most important is that they use a Good Mind to speak to each other in a respectful way, listen respectfully, and reflect thoughtfully in maintaining the mandates of the law which will provide the best welfare for the future.

82. Paragraph 16 of the Delaronde Affidavit refers to “unanimity of the 50 clans”. That is not exactly correct. There are, more accurately, 49 Clans. Once Tododaho is condoled by the Onondaga Nation, he no longer has a Clan or Clan Mother. He represents all of the people. Paragraph 16 of the Delaronde Affidavit also refers to “[t]he circle wampum of the 50 clans”. That is incorrect. The Circle Wampum represents the 50 *titles* of Chiefs, not Clans.

IV. The Davey Affidavit

83. Much of the Davey Affidavit relates to the financial and operational accountability of HDI, and allegations that there have been shortcomings in that regard. I have not been asked to comment on those allegations, nor do I have specific knowledge of HDI’s day-to-day

operations or finances. I understand that HDI will be addressing those allegations through other witness(es).

84. I will, however comment on the following portions of the Davey Affidavit:

- a. Mr. Davey suggests at, for example, paragraphs 3 and 19-20, that HDI is not a legitimate Haudenosaunee entity or delegate of the HCCC. This is incorrect. HDI was formed by the HCCC and operates under its sovereign authority. See paragraphs 66 to 71, above.
- b. Mr. Davey appears to believe, based on his statements at paragraphs 6, 9, and 11-12, that HDI is a corporation. This is not correct. HDI was formed in 2007 by the HCCC and operates pursuant to its authority. HDI is not a corporation. See paragraphs 72 to 77, above.
- c. Based on his comments at paragraph 24 and 25, Mr. Davey appears to believe that a meeting of 50 chiefs is necessary for decision-making at the Grand Council level. This is incorrect. See paragraph 71, above.

AFFIRMED BEFORE ME at Toronto, in)
 the Province of Ontario, remotely by the)
 affiant stated as being located in the City of)
 Burlington, in the Province of Ontario, this)
 6th day of February, 2023, in accordance)
 with O. Reg. 431/20, Administering Oath or)
 Declaration Remotely)



Commissioner for Taking Affidavits
 Thomas Dumigan (LSO# 74988P)



RICHARD WAYNE HILL SR.

EXHIBIT A

This is Exhibit "A" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'R' and 'H' followed by a long horizontal line.

Commissioner for Taking Affidavits

WORKSHOPS & SEMINARS

The Mohawk Warrior Society

Book Launch and Screenings on Indigenous Sovereignty and Survival

DATE & TIME

Tuesday, October 18, 2022 –

Wednesday, October 19, 2022

10 a.m. – 4 p.m.

Registration is closed

COST

This event is free

WHERE

[J.W. McConnell Building](#)

1400 De Maisonneuve Blvd. W.

4TH SPACE

WHEEL CHAIR ACCESSIBLE

Yes

Join us for the launch of an unprecedented book, a public roundtable with members of the Kanien'kehá:ka Kahnistensera, an activist group of Mohawk women from Kahnawake, and film screenings in celebration of Indigenous culture and resilience. [The Mohawk Warrior Society: A Handbook on Sovereignty and Survival](#), is the centrepiece of our events. Containing new oral history by key figures of the Rotisken'rhakéhte revival in the 1970s, this compilation tells the story of the Warriors' famous flag and other art, their armed occupation of Ganienkeh in 1974, and the role of their constitution, the Great Peace.

This book launch is part of a two-day series of events and film screenings that foreground Kanien'kehá:ka activism, culture, and current issues within the broader rubric of Indigenous sovereignty.

See below for the full schedule:

October 18	
11:00am - 4:00pm	Round Table and Book Launch
October 19	
1:00pm - 1:15pm	Welcome and Introduction
1:15pm - 2:00pm	Film Screening: " Mohawk Nation " (1978)
2:00pm - 2:15pm	Short Break
2:15pm - 2:40pm	Film Screening: " Rose " (2022)
2:45pm - 4:00pm	Open Discussion

How can you participate? Join us **in person** or **online** by registering for the [Zoom Meeting](#) or watching live on [YouTube](#).

Have questions? Send them to info.4@concordia.ca

About the Panelists

Ateronhiatakon Francis Boots

Ateronhiatakon Francis Boots is a Kanien'kehá:ka knowledge keeper and speaker for the Snipe Clan. He has acted as Akwesasne's Aión:wes, keeper of the house, since 1974. Ateronhiatakon's deep⁷⁰ knowledge of Kanien'kehá:ka traditions brings him to travel to various Native communities across Turtle Island to teach the native language and culture, as well as to officiate Thanksgiving Festivals, marriages and condolences. Ateronhiatakon played a central role in creating the Akwesasne-based journal of Indigenous struggles, Akwesasne Notes, before getting involved in the White Roots of Peace initiative, sharing Indigenous traditions across the Americas and beyond.

Kahentinetha Rotiskarewake

Kahentinetha Rotiskarewake is a Kanien'kehá:ka from the Bear Clan in Kahnawà:ke. Initially working in the fashion industry, Kahentinetha went on to play a key role as speaker and writer in the Indigenous resistance, a role which she has fulfilled consistently for the last six decades. During this time, she witnessed and took part in numerous struggles, including the blockade of the Akwesasne border crossing in 1968. She has published several books, including *Mohawk Warrior Three: The Trial of Lasagna, Noriega & 20–20*, and has been in charge of running the Mohawk Nation News service since the Oka Crisis in 1990. She now cares for her twenty children, grandchildren and great-grandchildren. Kahentinetha means she who is always at the forefront.

Kanasaraken Loran Thompson

Kanasaraken Loran Thompson was born to a Roiá:ner father and an Iakoiá:ner mother. He spent his youth traveling between Akwesasne and various construction sites, where he worked as an ironworker on bridges and high-rise buildings for over forty years. After becoming a council member representing the Bear Clan in 1974, he found himself at the forefront of local resistance efforts directed against the erection of a fence around Akwesasne in 1979. As a result of a grand council decision, his house at Raquette Point was designated as a headquarters for that resistance, and his property became the site of an armed siege on the part of local anti-warrior vigilantes and New York state troopers that lasted for two years. In 1990, Kanasaraken was chosen to lead a delegation sent to Kanehsatà:ke Mohawk territory, as it was being surrounded by the Canadian army, to negotiate a peaceful resolution to the Oka Crisis, wherein he earned his nickname "Warrior General".

Tekarontakeh Paul Delaronde

Tekarontakeh Paul Delaronde is a Kanien'kehá:ka from the Wolf Clan. He was raised speaking his native language by traditional grandparents from Kahnawà:ke, who had been part of an effort during the 1950s to re-establish an autonomous traditional community in the Mohawk River Valley, his people's original

homeland. These childhood experiences helped Tekarontakeh develop the crucial knowledge and understanding of his people’s traditional ways, which he inherited from his elders. His profound attachment to Indigenous independence brought him into various confrontations with colonial authorities at an early age. He played a leading role in rekindling the fire of the Rotihskén’rakéhte’ (Mohawk Warrior Society) in the early 1970s. Since then, Tekarontakeh has taken part in virtually all the major struggles of the Rotihskén’rakéhte’ up until the 1990s. Today, he travels throughout Rotinonhsión:ni (Iroquois) territory and beyond, imparting some of the ancestral wisdom that he received directly from his grandparents and elders. Tekarontakeh’s fluency in his native language, his intimate knowledge of the Kaianerehkó:wa (Great Peace) and his vast personal experience building Mohawk autonomy in the late twentieth century make him an invaluable resource in better comprehending both the history of his people and the uniqueness and depth of their traditional political philosophy and worldview.

Philippe Blouin

Philippe Blouin writes, translates and studies political anthropology and philosophy in Tionitiohtià:kon (Montréal). His current PhD research at McGill University seeks to understand and share the teachings of the Teiohá:te (Two Row Wampum) to build decolonial alliances. His work has been published in Liaisons, Stasis and PoLAR. He also wrote an afterword to George Sorel’s Reflections on Violence, and translated several books in French, including Jackie Wang's Carceral Capitalism and Sabu Kohso's Radiation and Revolution.

Partner Acknowledgements

These events are taking place with the support of [Concordia's Centre for Oral History and Digital Storytelling](#) and the [Department of Art History](#). The organizers are grateful to the Faculty of Fine Arts and the Office of Research for supporting this initiative.

Join the Conversation

@cu4thspace

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@cu4thspace

4TH SPACE Concordia University

4TH SPACE Concordia University

4th Space Events

[VIEW FULL CALENDAR](#)

EXHIBIT B

This is Exhibit "B" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' or similar character, followed by a long horizontal line extending to the right.

Commissioner for Taking Affidavits

News

The Warriors Within

| 11 NOV 2014 | 12:56

He speaks Mohawk in his sleep—only a handful of Natives and linguists can decipher what he conjures between snores. The tongue of The People of the Land of the Flint isn't extinct, yet. Talking isn't Paul Delaronde's way, though. He's a man of action, with the rap sheet and stories to prove it.

It's Gun-yung-gay. That's the first thing he says to me, phonetically, before even shaking my hand. After three months of phone calls and an eight-hour ride on the Adirondack Express to Plattsburg, New York, I'm face-to-face with Paul for the first time, and he's already correcting me. Not Gong-yan-kay... Gun-yung-gay.

Gun-yung-gay?

A broad smile covers Paul's face, and he extends his hand.

In Mohawk, water may be flowing, frozen or raining, based on inflection; the spelling may be the same, but to understand, one must listen. Paul uses the word Mohawk to signify (simplify, really) his people to me, but he doesn't approve of it. His alphabet doesn't even use the letter M. Nor did his people have mohawks; rather, the front scalp was shaved in a circular fashion as far back as the ears, the rest pulled into a ponytail. Paul wears his this way, but mostly due to a receding, graying hairline.

Paul calls this place, the northernmost part of New York, Cocaine Alley. It's where blow and bud come through the Canadian border, mostly by way of Amtrak. Which likely explains the only other person in the station, a nondescript white man in a white oxford. DEA or INS, Paul figures.

Behind the wheel, keys in hand, Paul glares into his rearview, waiting for the man in the oxford to leave. Only then does Paul put the key in the ignition.

Though Paul's invited me here, he's almost hostile, correcting every question I ask. As his brazen history suggests, he takes everything a bit too far.

Lighting a cigarette manufactured on the Oneida Reservation and sold for \$2.50 a pack, Paul reminds me that it was his people who first introduced Europeans to tobacco. I bring up the tax-free status of Native Americans.

We aren't tax-free, Paul rebuffs. We're un-taxable.

The sides in this conflict, ongoing for over 500 years, are so entrenched that even those waging it are confounded. The death count in the battle between the Onkwe Onwe (meaning real or original people) who constitute the world's oldest ongoing democracy and the United States of America is conservatively estimated at 10 million.

My grandmother would say that her generation descended from the two percent who were survivors, Paul says. It's the first thing he has offered freely, without debate. I was young and didn't understand, so she would show me the scars on her back from smallpox.

There's a new battle brewing now, Paul tells me, with a new enemy—the tribal Nations. The government will only negotiate with other nations—that's why the Seneca Nation of Indians exists, explains Paul, referring to the institution that represents his brethren, the Seneca, in their dealings with the government at both the state and federal level.

Revenues from tax-free cigarettes and gasoline have served both the Seneca and the Mohawk well for decades, enriching Natives and employing entire communities while also underwriting health care and other services. But now the Native Nations are dividing once more.

The Seneca have been signing new treaties and settling land claims with Governor George Pataki even as the Mohawk have become more reclusive, enforcing old treaties and expanding land claims. As the Seneca open their reservations to all and use their gaming rights to build casinos throughout western New York (even breaking federal law at the governor's behest by building casinos off of reservation land), the Mohawk are closing themselves off to any outsiders, invoking their sovereignty and becoming self-sufficient in upstate New York.

Before the 1800s we were a landless people. They called us tribes (a slur to most Natives), bands, savages... Paul says as he steers us out of Plattsburg, past the closed airbase, then the Clinton State Prison, toward his territory. So they created the concept of Nations, forgetting that we created the first nation, the Haudenosaunee.

Democracy is sacred to Natives. When Paul says the word, it is followed by a brief pause, an obvious reverence that I almost envy. I wonder when mine faded, and why.

He speaks with the same awe of the formation of the Haudenosaunee, or Iroquois Confederacy, the first democracy in North America, and of its two founders: Deganawida and Hiawentha (not Hiawatha, as whites are taught in school).

The respect for these two men is so great among Natives that no children are named after them, while the story of their fateful meeting remains remarkably consistent for being at least 600 years old and passed down through oral -tradition.

As told, the wife and six daughters of Onondaga Chief Hiawentha were murdered in another war between neighboring Native communities. Stricken by grief, Hiawentha left his people to wander the land. At the same time, a Huron Indian named Deganawida had a vision of The Great Tree of Peace, its broad branches sheltering and protecting all Onkwe Onwe, its roots growing and spreading to all Nations, an eagle perched atop. He too left his people, to wander the southern lands and share his vision, a task made difficult by, depending on the teller, either a severe lisp or two rows of teeth. Eventually, Deganawida came upon Hiawentha, who devised a means of communicating this vision to the many tribes, who spoke many different languages and carried many grudges against one another. Utilizing pieces of shell, or wampum, Hiawentha created a universally understood means of speaking through picture, symbolized by the Hiawentha Belt, which depicts five human forms holding hands, the outside hands left open and extended, welcoming new Nations into North America's first democracy.[1](#1)

Any individual or Nation can call a meeting of the Haudenosaunee by placing a single piece of wampum in a jar in Onondaga, a town centrally located south of Syracuse. An Onondagan presides over the debates (solely due to the Onondaga Nation's geographic locality and perceived neutrality) held between representatives of the member Nations, and an independent group of Elders makes the final decision: Executive, Legislative and Judicial. America's Founding Fathers would borrow heavily from the Haudenosaunee, and even co-opt its official symbol, the eagle, as that of the United States.

But now the sovereignty of member Nations, with the Tribal Council only ruling on issues brought before them in Onondaga, may, after six centuries, undo the Hiawentha Belt.

Each of the about 275 federally recognized Nations may do business with whomever it chooses, the equivalent of individual American states conducting separate foreign policies. Or, in this case, gaming, land and reparation policies, thus rendering the oldest democratic government in the world mostly symbolic.

There is a joke that there is a full jar of wampum in Onondaga, offers Paul, meaning that the representative ideals of the Haundenosaunee are now moot. With many tribes now little more than gaming boards, a society older and more secretive than the Haudenosaunee has returned: the Warrior Society, an unofficial organization put into dormancy with the founding of the Haundenosaunee.

Back then, Chiefs were members of a de facto society of warriors and even they accepted the Haundenosaunee, and so the primacy of democracy over bloodshed in settling disputes.

Paul Delaronde is a warrior, and a Warrior. He is a leader of the Warrior Society, a new movement intended to personify the ideals of the old Chiefs, but without the Chiefs' regard for the Haundenosaunee, which the Warriors feel no longer represents their people or their values.

He is a man who speaks of democracy with reverence, but he is also a man of action, one who led a handful of others into the Longhouse at Onondaga and disrupted the Tribal Council in 1989. Placing a large wooden war-club inside the doorway, symbolically (and actually) threatening everyone present, these Warriors announced that they would no longer recognize the authority of the Chiefs. And then they walked out.

An official press release followed a year later, declaring: Now that war is being forced upon us, we will turn our hearts and minds to war and it too we will wage with all of our might.

Paul's FBI file, dating back to the early 1970s, is thicker than John Lennon's and Martin Luther King Jr.'s combined. Back then he was a radical young leader of an aboriginal movement intent on reclaiming Native lands by enforcing ancient, long-broken treaties through bold but (mostly) legal means. These days, he is gunning for existing Native institutions and leadership.

Raised by his grandparents in Quebec, just across the border, and speaking only the aboriginal language at home, Paul received a lifetime of training for this moment. He has triple citizenship: Canadian, American and Mohawk. He has traveled the world, and taken part in both peaceful and bloody revolts. Now, though, he is middle-aged and increasingly worried about his people, particularly his teenage son, who is more interested in girls than Native issues.

He drives below the speed limit and often checks his rearview. And he won't discuss the Warrior Society with me. I have heard and read enough, though, to know that Native leaders and federal officials alike see its rebirth and rapid expansion as the greatest threat to their future co-existence.

As the truck rumbles out of Plattsburg, the roads start to crumble. We pass fewer and shabbier homes, and more roadkill.

We're approaching Ganienkeh (The Land of the People of the Land of Flint), and I am about to become one of a select few (Maybe four, according to Paul) white people ever allowed to enter the ancestral acres that the Mohawk call home, whose thick forests cross the border into Canada. Ganienkeh just might be the last outpost of the Native revolt. Or, as Paul sees it, the first step towards a new revolution.

I ask Paul about rumors of Ganienkeh having a huge cache of weapons.

That is a military secret.

More innocent questions earn equally curt replies.

I feel like a hostage.

I could be buried out here and no one would know for weeks. Where would they look? Whites aren't allowed in Ganienkeh anyway; mine wouldn't be the first corpse to rot in this soil. I'm thinking about getting out at the next stop and walking back to the Amtrak station. Then I'm thinking about opening the door now, rolling out and running off.

Then we're there.

Compared to the Black Panther Party by its foes, the Warrior Society traces its rebirth to the Nixon Administration and the anti-war movement. The Oglala Nation's standoff at Wounded Knee and the Native occupation of the vacated Alcatraz prison sparked aboriginal movements across the country. The United States exacerbated the hostilities when the Federal Indian Claims Commission refused to consider the Mohawk Nation's compensation claims, confusing everyone by declaring that its federal jurisdiction only covered western tribes. In response, Wounded Knee veteran Richard "Cartoon" Alford (a direct descendant of legendary Shawnee leader Tecumseh), Paul Delarando and select Mohawk began preparations for war in the East.

Gathering supplies (canned foods, powdered milk, guns and ammunition), they made their stand at a most unlikely, yet comfortable, location: Moss Lake in the Adirondacks, a 612-acre resort ringed by virgin timber, that until a few years earlier had housed a Girl Scouts camp for New York City's wealthy elite. On May 13, 1974, Paul and several dozen Warriors (along with many of their wives and children) seized the abandoned resort at gunpoint and renamed it Ganienkeh. No one was injured, but a three-year standoff with state and federal authorities ensued.

Natives flocked to Ganienkeh, bringing supplies, including guns and ammunition, and raising the resort-takers' numbers to around 300. Christian ministers and activists supported the seizure, comparing it to the plight of Israel, while locals, politicians and police demanded prompt military action. New York State Troopers and National Guardsmen began patrolling the resort's perimeter.

Every day they would announce over their bullhorns that the Marines were coming in that night, Paul tells me, smiling. And we'd yell back, We'll leave their bodies by the side of the road in the morning.

The Warriors, who got in the habit of taking shots at the helicopters flying above, remained steadfast. The men ate one meal a day so the women could eat two, so the children could eat three, Paul recalled. Most meals were canned beans and oatmeal, supplemented by the occasional deer or rabbit. The prolonged siege also took a toll on the state's image, especially after a shootout ensued when a group of white vigilantes tried to overrun Ganienkeh. Eventually the state commenced eviction proceedings against the Mohawk, which the federal courts refused to hear. Finally, in early 1977, New York Secretary of State Mario Cuomo was sent in to negotiate an end.

Just as every Mohawk word has multiple meanings, so do the Warrior Society's actions. Moss Lake was a ruse, taken because they knew that state officials would never let them have it. And they also knew that the state would eventually need to save face.

And the Warriors got more than they'd dared to hope for: 698 acres of their ancestral land, just across the Canadian border from Kahnawake, where Paul was raised. Razing the cabins at Moss Lake, taking every board, fixture and amenity, the Warriors went home. Heavily armed, with more members and guns than they had ever envisioned, the Mohawk would use the remnants of a former Girl Scouts camp to build the second—the true—Ganienkeh.

In some ways, it would resemble a commune. No alcohol, drugs or pollution would be allowed. At the standoff at Moss Lake, the Mohawk re-learned how to be self-sufficient, self-governing and environmentally responsible. Anyone caught breaking these rules would be evicted and banned from Ganienkeh for life.

On the opposite, southwest corner of New York State is Salamanca: the only city in America located on a Native reservation. I grew up beside this urban anomaly, its Seneca and white residents still struggling to come to terms with several contradictory treaties dating back to 1790 and President Washington, who urged Congress to recognize the land rights of the Haudenosaunee. The resulting Indian Trade and Intercourse Act was one of the first treaties brokered by the newly formed United States.

Washington had decades of experience with Natives: first fighting with and against them in the French and Indian War as a British officer, then paying personal visits to several Chiefs afterward, seeking their support for the War for Independence. Alliances were made and broken—the Seneca and Mohawk fought on both sides, depending on the territory and offers involved—and Washington wanted to ensure that the Native land rights he'd promised during the war were upheld afterwards. He also needed to guarantee that the federal government had final approval over any transactions involving Native land. Why else would Native Nations remain a concern of the Department of the Interior rather than the Department of State? This decision at once acknowledged Native sovereignty, while undermining it through paternalistic federal oversight. Salamanca, a city at the intersection of three major intercontinental railroads, epitomizes this contradiction. The railroad hub and the city are located on the Allegany Reservation, one of two Seneca Nation Reservations located just 40 miles apart. (There is another community of Seneca Indians which was relocated by force to Oklahoma in the 1800s. The splitting of Native communities and families was commonly employed by the federal government to limit uprisings.) In 1875, a New York State court invalidated all contracts entered into by the Nation, declaring that Natives did not have the authority to lease or manage their own land.[2](#2)

Chaos ensued, as railroads and residents alike were unsure of who owned what, and for how long, bottlenecking all trade connecting the southern tier of the state to the Erie Canal and Canada. Multiple congressional acts offering 12-year lease extensions followed, and in 1892 Congress unilaterally allowed the Seneca Nation of Indians to lease its lands to non-Natives, but also set those rents at \$1 to \$10 per lease. Congress gave the Nation no legal standing to increase these rates for the next 99 years.

Ninety-six years later, Salamanca had become a ghost town the rail lines were rusted, unused. Businesses had fled, unable to get loans or mortgages because no one knew who owned the land. The renewal of the lease tore the city apart. The Nation demanded a shorter lease with large rent increases; non-Natives deserted their homes and businesses and hurled their keys into the Allegheny River on their way out of town after a century, the federal government was again forced to deal with the Salamanca Situation. Everyone agreed the Seneca should have more, but land rights weren't the only issue on the table Albany pushed to reclaim the tax revenue lost every time a non-native purchased cigarettes and gasoline on the Reservation.

Salamanca was still in a central position for interstate trade, as Route 17 runs through the city from east to west. Soon burning tires covered the road, and no traffic could pass, jamming up interstate commerce and traffic.

The dynamic changed when the Mohawk joined the uprising, bringing many Warriors many of them veterans of prior aboriginal uprisings with them. These were not mere tire-bruners, but a well-armed, well-organized force and one all too eager for conflict.

Among those Mohawk was Paul Delaronde.

Companies complained of having to reroute deliveries, millions of trade dollars were lost, and months of congestion forced desperate negotiations as the state again lost face.

In 1990, the federal government paid \$35 million and the state \$25 million to compensate for 99 years of absurdly low rents. A new 40-year lease was effected, with the nation retaining its tax-free sales of cigarettes and gasoline, while the residents of Salamanca, used to paying literally \$10 rents, are now obligated to pay hundreds, even thousands, each year.[3](#3)

Later that year, John Coleman, a reporter for Soldier of Fortune, would write a story titled

Canada's Civil War. Echoing the recent standoff in Salamanca, Coleman's account of the Mohawk reservation in Canada sent shivers through law enforcement on both sides of the border:

As I studied [the Mohawk warriors], wrote Coleman, I couldn't help but think I was following guerrilla fighters I'd seen in scores of other wars: dressed in camouflage, wearing military load bearing equipment, chest webbing, AK-type weapons with 30-round banana clips.

New York Governor George Pataki's gambling addiction is well-documented.

As far back as 1990, Cuomo suggested that the Mohawk (and the Warrior Society with whom he had reached the settlement of the Moss Lake standoff in 1977) work with casino operators on legalized gaming. Sovereign, the Mohawk were already operating high-stakes bingo games and limited slot-machine operations, but Cuomo thought that casinos on select reservations would build support for statewide Native gaming operations. Cuomo is said to have informed the Chiefs of the Haudenosaunee that they were going to get casinos whether they wanted them or not.

Two years later, under the just-elected administration of George Pataki, six new Native-owned casinos were approved for New York State. Two existing casinos were already in operation, run by the St. Regis Mohawks and Oneida Indian Reservation, but Pataki wanted more.

It took nearly 10 years of negotiations and 9/11 to finally sway the Seneca. Looking to revive the western part of the state's already depressed economy, Pataki asked for only 17 per cent of the slots take over a 14-year deal, then sold the Niagara Falls Convention Center and surrounding 12 acres for a dollar. In his haste to close the deal, Pataki skimmed on the details: the share of revenues the near-bankrupt region would receive from its new casino and the issue of who would finance its actual construction. Before such questions could be raised, the Seneca Nation voted by a mere 101 vote margin to enter the gaming business in 2002.

It isn't that new casino in Niagara Falls that bothers me, Paul tells me, parked outside the 500-plus seat bingo hall on the edge of Ganienkeh. It's that the Seneca agreed to limit their land claims to build it.

In late 2005, nine acres of downtown Buffalo were sold to the Seneca for far below market value to develop another casino. Neither this nor the Niagara Falls casino are located on actual reservations, as required by federal law, but Pataki and the Seneca have proceeded without delay or concern.

Many Seneca got belated cold feet about gambling when the Nation announced their Niagara Falls Casino was being financed by an \$80 million loan from the Lim family of Malaysia, which was charging an incredible 29 per cent interest rate on the loan.

Still, the Niagara Falls casino's slots alone generate \$500,000 a day, and the demolition and development in downtown Buffalo continue posthaste. Meanwhile, entire hillsides are now being razed for the sprawling permanent structure that will soon replace the temporary casino in Salamanca, on the reservation, where at least gambling is legally allowed. Just 15 years after it was declared dead, the city is booming. But the Seneca are hardly getting rich. Each official member of the Tribe recently received a check for \$500, which hardly compensates for the predictable side-effects of an economy based on gaming: real estate prices are skyrocketing, along with crime, drug abuse, domestic violence and personal bankruptcy.

The Mohawk still refuse to expand beyond bingo and limited slots.

When the New York-based Nations balked at casinos in the Catskills, Pataki instead reached an accord with the Oneida Indians of Wisconsin (who had been relocated from New York some two centuries earlier) to build there. Will Governor's Island be next?

Ganienkeh has gone a different route. In place of a casino are acres of soybeans, corn and tomatoes, along with a full herd of Beeffalo (cows bred with bison for better eating and greater resistance to the harsh northern winters). Solar panels and satellite dishes speckle the land. Carbon-based pollutants are still strongly discouraged, and a new gymnasium and school line the shores of man-made Miner Lake formed by a dam that will soon generate clean electricity. A university is in the works. Whites are welcome to play bingo or the handful of slot machines on-site, or to buy untaxed cigarettes and gas. But the rest of Ganienkeh is strictly off-limits.

Sitting here, on the border of the original 698 acres of land that the Mohawk received in 1977 after three years of being under siege at Moss Lake, the efforts of the Warrior Society are in full view. The Mohawk have expanded their land holdings, doubled them in fact, but such sovereignty did not come easily, or peacefully. The early years of Ganienkeh were both difficult and duplicitous. The self-sufficiency of the Mohawk put them in a precarious position.

Financing the development of Ganienkeh was and remains a great concern, as well as a source of criticism. A modest tax-free cigarette stand helped, but illicit ventures were also allegedly pursued. Guns, many of them tied to prior crimes, were transported over the Canadian border for resale, making even allies of the movement understandably nervous. It is speculated, though undocumented, that drugs were also transported across the border—an especially shady affair, given that the community banned all drugs and alcohol.

An investigation by the Toronto Star showed that 50 of the 260 known members of the Warrior Society had serious criminal records in Canada and the United States, while another 30 had been indicted for arson, rioting, theft, obstructing justice, perjury, carrying firearms, resisting arrest and assault. Though some of those crimes dated back to earlier efforts to uphold legitimate Native rights, most pertained to more recent actions. Compared to the aboriginal movements of the 1970s, the efforts that have followed have hardly been noble, or easily defended. Paul has been arrested more times than he cares to mention: his penchant for shooting at helicopters landed him in jail in the early 1990s. The charges were later dismissed as part of a larger settlement, but Paul offers no excuses or apologies.

Perhaps the greatest source of criticism stems from the Warrior Society's actions against fellow Natives. Across the border in Quebec, in the Kahnawake Mohawk community where Paul was raised, the Society evicted nearly 1,000 people they determined were non-Natives, many of whom were defined as Native by government standards, but still did not meet the strict qualifications of the Society. These evictions led to the first major instance of inter-Native warfare. The Tribal Chiefs balked at the evictions, and when members of the Society laid claim to and occupied one of the

vacated homes, the Quebec Provincial Police were called in to force them out. The home was set ablaze, and seven Warriors were arrested. But when over 100 Mohawk came to their aid, the police fled on foot, and the squad-cars left behind were destroyed. A settlement was later reached, but the Society had made their presence known. All too soon, only Warriors occupied the leadership posts on either side of the border.

Over the years, there have been dozens of reports of intimidation by the Warrior Society against fellow Natives. Shots have been fired, homes and cars strafed in the service of the Warriors' anti-Haudenosaunee agenda. Animosity towards tribal Chiefs has been encouraged, and threats of assassination made. Anti-Christian, anti-Longhouse and homophobic stances are common. When Doug George, editor of the Akwasasne Notes and Indian Time papers, expressed his opposition to the illicit practices of the Society (which he claimed including drug running, smuggling and illegal gambling), his offices were mysteriously destroyed by arson, and he claimed to have been targeted for elimination.

The Warriors' acceptance (along with 21 other Indian groups) of the \$250,000 Moammar Gadhafi Human Rights Award in 1991, just three years after the bombing of Pam Am flight 103, did little to bolster the Society's image.

Again, Paul offers no excuses or apologies. This place, Ganienkeh, is his justification.

Today, the Mohawk have a cooperation agreement with local police and state troopers. The Mohawk recently helped catch four inmates who had escaped from the nearby Clinton State Prison.

Ganienkeh employs its own policing force, which works with local police and has caught several white trespassers, mostly kids smoking dope in the woods and hunters poaching deer out of season. By accord, the Mohawk hand any white person doing anything illegal on their lands over to the local authorities, just as those authorities will turn a Mohawk over to Ganienkeh for judgment by his or her peers. One Mohawk caught driving drunk was recently turned over to Ganienkeh; he was found guilty and evicted from the community. Along Cocaine Alley, drugs and alcohol are still strictly prohibited.

By my second day at Ganienkeh, I've asked too many questions.

Suddenly, much is deemed off-limits to me. Paul offers no explanation, only polite refusals, but I am not allowed to even cross the road into the forest. I am now a prisoner; treated well, but my movements regulated.

That's a military secret, is Paul's answer to every other question I ask. I'm finally here, on the grounds of Ganienkeh, but I'm not allowed to leave Paul's side. I can ask anyone anything, I'm welcome to buy Native-made cigarettes, moccasins and T-shirts, but I can't venture off alone; for what reason, I am never told.

Fortunately, Paul's son Brad isn't so strict. On the second night, a group of musicians gather in the empty bingo hall and play Hank Williams and Tom Jones. I'm humming along, sitting next to Paul as ordered. But Brad is bored, and offers to take me for a ride. Joining him, I'm astonished when Brad spikes the pedal and speeds the truck across the road, sending us flying over a ditch, deep into those woods that his father said I couldn't enter.

Clinging to the door, I say nothing as Brad talks about how he's ready for his road test, just as he's ramming the truck down a thin forest trail. And, as the wheels spin in the mud and branches scratch the cab, I spy a clearing up ahead. Brad's still talking, now about the need for more good-looking girls in Ganienkeh, when the actual on- and off-limits settlement comes into full view.

It's cabins and wood shacks, a glorified Rod & Gun club. Dozens of wooden shacks zing past, all about the same size—maybe four rooms each—firewood stacked on the front porches. It's well-documented that every member of the Warrior Society has a gun, and 100 rounds of ammunition. These are cabins in the wilderness, so a good gun is required, but these aren't shotguns—military-issue AK-47s are said to be the preferred armament among Warriors.

Brad's heavy foot and quick turns make it impossible for me to get any sense of scale; too many curves and trees to see much about, let alone count the many cabins. All I get is the unmistakable feeling of a community, and one well-armed and ready for a siege.

Still, what possessed Paul to deny me access to this particular area is beyond me. All I see is a rustic existence; people living on dirt paths, Native neighbors in the forest.

The unknown will always outshine the seen, and I start to think that the simplicity of Ganienkeh is what Paul is trying to both promote and protect.

We're nearing the end of the dirt path, black pavement beyond, and only then does Brad use the brakes. Idling, looking both ways, he hangs his head, recognizing the error of his ways. In a soft voice, Brad tells me, "You can't tell my dad I brought you here."

The shame of this 16-year-old is made worse because he's the son of the leader of this secretive community. Still, I tell him: "I have to write what I see."

Brad's eyes remain low; silence except for the dim hum of the engine.

So I add, "But I won't tell your dad."

Hearing this, Brad's head rises, and a joyous grin fills his face. Pressing the pedal, spinning the wheels in the dirt that then screech upon grabbing the pavement, he laughs aloud. "It's pretty boring here anyway!"

It may get exciting soon, though. While the Warrior Society isn't recognized by any government, Warriors are spreading across the country: From the Oneida to the Seneca (a Warrior is ensured to be the next president of the Seneca Nation, as only individuals known to be Warriors are on the ballot) to the Cherokee and the Sioux Nations, unofficial franchises of Native unrest are springing up coast to coast. Even the historically neutral Onondaga Nation has reported the presence of the Warrior Society.

As we're waiting for my train, the same white man in a white oxford approaches us. Paul sighs, I stare. He flashes his badge.

"U.S. Immigration," he announces. "What country were you born in?"

Paul smiles wide, making me even more nervous, answering, "Mohawk."

The Agent nods to Paul then turns to me.

"I'm American."

"And why are you with the Mohawk?" He's polite but forcible.

"I'm writing a piece about them, and the American Myth..." I start to speak. Seeing Paul suddenly glare my way, though, I stop talking altogether.

The Agent shrugs his shoulders. Looking at Paul, obviously recognizing him, he offers, "Interesting history isn't it? The Mohawk are very unique."

I nod, Paul sighs again, and the agent walks off to question a couple waiting for the train.

"Interesting... Very unique..." groans Paul.

A bus pulls up; Amtrak isn't running today, the driver informs. He's impatient, grabbing bags and tapping his watch. "If you're going south, get on!"

I thank Paul, and he hands me a pack of tax-free cigarettes for the ride.

The bus-driver yells again it's time to board.

"Thanks, Paul." I extend my arms, approaching him, strangely longing to embrace this man, this warrior.

But Paul just stares, taking a step back he then scowls: "Let me tell you one last thing, Mohawk don't hug."

He extends his hand instead, and we shake long and firm.


Running for the bus, jumping on board, by the time I sit and look out the window, Paul's already gone. He will be home soon, far from this foreign place, with its suspicious eyes.

I've still got a ways to go, 11 hours it turns out because of the rain, back to an island bought for trinkets and change.


1 Missionaries encountering resistance regularly reinvented Native figures or interwove pagan and Christian beliefs to gain greater acceptance and ultimately conversion, and their claims have been assimilated into Natives' oral histories: Deganawida is often described as immaculately conceived, while Hiawentha was renamed Hiawatha, and portrayed as more of an evangelist than a Chief, thus associating any itinerant missionary with the legendary founder of the Haudenosaunee. [Back >](#4)

2 In 1887, the Dawes Act put western Native lands into a trust to oversee their leasing and potential revenues. The act was intended to prevent and protect Natives from continuing to sell their land on the cheap. Ongoing lawsuits have consistently alleged that the federal government failed to account for these revenues or even the actual deeds. In 1994, Congress demanded a full accounting, but the federal government has yet to provide proof of fair payment of what Natives claim (granted, in the context of a class-action lawsuit) is between \$100 billion to \$1.2 trillion lost as a result of this egregious oversight. But last November, a federal appeals court ruled that a full, historical accounting was unreasonable, because the bookkeeping alone would take 200 years and cost up to \$13 billion. Basically, our government ruled on its own behalf that over a century of claims would simply take too long and cost too much to tally. [Back >](#5)

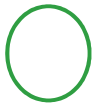
3 To put this into context: My grandmother's home and garage in Salamanca, covering two lots and occupying hardly one total acre of land, went from around a \$9 rent in 1989 to well over \$400 in 1990. This was a painful increase for a retired widow on a fixed income, but she, like many, considered it back rent long overdue to the Seneca. What really irked my grandmother is what happened one year later, when lightning struck a tree in her backyard and she hired a man to cut it for firewood. After the wood was split and stacked, representatives of the Nation arrived and made off with the wood. My grandmother may have rented her home and garage, but the Seneca own the Earth [Back >](#6).



(<https://www.facebook.com/sharer/sharer.php?u=http://www.nypress.com/news/the-warriors-within-ADNP1020060208302089998>)



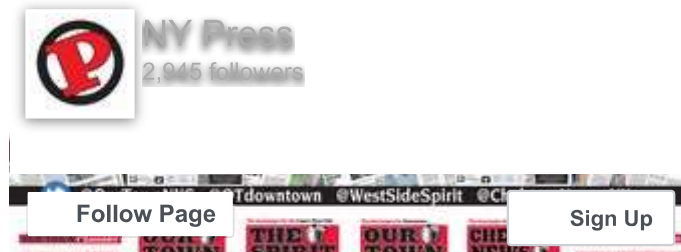
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EXHIBIT C

This is Exhibit "C" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'R' and 'H' followed by a long horizontal line.

Commissioner for Taking Affidavits

From the combined councils of the Haudenosaunee from Grand River and Onondaga in Grand Council at Onondaga Nation, May 27, 1990 make the following statement:

A proposal for Peace Talks among the warring factions was presented on May 14, 1990 to the Queen of England, the Governor General of Canada, President Bush of the United States and Governor Cuomo of New York State.

When the Peacemaker came he relayed his Good Message to the people, the people embraced the Peace and accepted it. They agreed to bury their hatchets and all their weapons of war under the Great White Pine that was uprooted, so that the many generations of young people yet to be born would be replaced with Kanikonhri:io (one head, one mind, one heart and one belief).

Also at this time, all the War-Chiefs and Head-Warriors were abolished. In their place the Peacemaker established the sacred circle of the fifty Chiefs and Clan Mothers (Teiotiokwaonhaston), and their deputies to carry out the job of governing in their clans and villages. The men of the Confederacy were given responsibility to assist the Chiefs in council, to carry out their decisions, and to promote peace by using kind words and the Kanikonhri:io.

Any person or group of Confederacy people who abandon the principles of the Great Peace (Kaianerenko:wa) and pick up guns or any weapons and attack their own people have clearly placed themselves outside of the sacred circle of the fifty Chiefs and have brought disgrace upon themselves. Accordingly, these people can no longer claim to be a beneficiary to the rights, privileges and sovereignty accorded to the people of the Haudenosaunee who are bound by principles of the Great Law.

(signed: Tadodaho, Chief Leon Shenandoah, on behalf of the Grand Council of the Haudenosaunee)

EXHIBIT D

This is Exhibit "D" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' and 'S' followed by a long horizontal line.

Commissioner for Taking Affidavits

91

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New York State Museum

JOHN M. CLARKE, Director

THE CONSTITUTION OF THE FIVE NATIONS

BY

ARTHUR C. PARKER

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1916

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THE COUNCIL OF THE GREAT PEACE

THE GREAT BINDING LAW, GAYANASHAGOWA

1 I am Dekanawidah and with the Five Nations' Confederate Lords¹ I plant the Tree of the Great Peace. I plant it in your territory, Adodarhoh, and the Onondaga Nation, in the territory of you who are Firekeepers.

I name the tree the Tree of the Great Long Leaves. Under the shade of this Tree of the Great Peace we spread the soft white feathery down of the globe thistle as seats for you, Adodarhoh, and your cousin Lords.

We place you upon those seats, spread soft with the feathery down of the globe thistle, there beneath the shade of the spreading branches of the Tree of Peace. There shall you sit and watch the Council Fire of the Confederacy of the Five Nations, and all the affairs of the Five Nations shall be transacted at this place before you, Adodarhoh, and your cousin Lords, by the Confederate Lords of the Five Nations. (1-I, TLL).²

2 Roots have spread out from the Tree of the Great Peace, one to the north, one to the east, one to the south and one to the west. The name of these roots is The Great White Roots and their nature is Peace and Strength.

If any man or any nation outside the Five Nations shall obey the laws of the Great Peace and make known their disposition to the Lords of the Confederacy, they may trace the Roots to the Tree and if their minds are clean and they are obedient and promise to obey the wishes of the Confederate Council, they shall be welcomed to take shelter beneath the Tree of the Long Leaves.

We place at the top of the Tree of the Long Leaves an Eagle who is able to see afar. If he sees in the distance any evil approaching or any danger threatening he will at once warn the people of the Confederacy. (2-II, TLL).

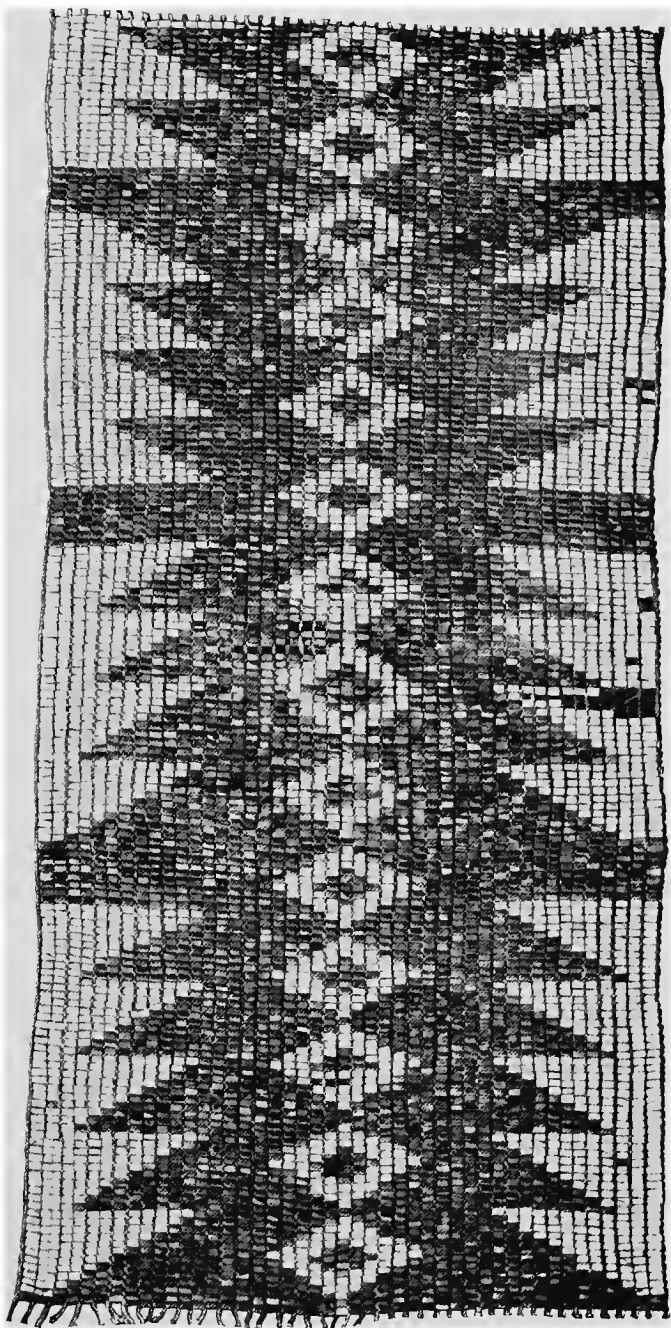
3 To you Adodarhoh, the Onondaga cousin Lords, I and the other Confederate Lords have entrusted the caretaking and the watching of the Five Nations Council Fire.

When there is any business to be transacted and the Confederate Council is not in session, a messenger shall be dispatched either to

¹ Royaneh is always translated "lord."

² The abbreviations after each law refer to the sections in the original code and their numbers. TLL, means Tree of the Long Leaves; EUC, Emblematical Union Compact, and LPW, Skanawita's Laws of Peace and War. The first number in Roman numerals refers to the original number of the law, the second number, in Arabic numerals, to the section number in the division of the law named by the abbreviation following.

Plate 3



Belt of the covenant. Displayed by the speaker of the confederate council.

Adodarhoh, Hononwirehtonh or Skanawatih, Fire Keepers, or to their War Chiefs with a full statement of the case desired to be considered. Then shall Adodarho call his cousin (associate) Lords together and consider whether or not the case is of sufficient importance to demand the attention of the Confederate Council. If so, Adodarhoh shall dispatch messengers to summon all the Confederate Lords to assemble beneath the Tree of the Long Leaves.

When the Lords are assembled the Council Fire shall be kindled, but not with chestnut wood,¹ and Adodarhoh shall formally open the Council.

Then shall Adodarhoh and his cousin Lords, the Fire Keepers, announce the subject for discussion.

The Smoke of the Confederate Council Fire shall ever ascend and pierce the sky so that other nations who may be allies may see the Council Fire of the Great Peace.

Adodarho and his cousin Lords are entrusted with the Keeping of the Council Fire. (4-IV, TLL).

4 You, Adodarho, and your thirteen cousin Lords, shall faithfully keep the space about the Council Fire clean and you shall allow neither dust nor dirt to accumulate. I lay a Long Wing before you as a broom. As a weapon against a crawling creature I lay a staff with you so that you may thrust it away from the Council Fire. If you fail to cast it out then call the rest of the United Lords to your aid. (3-III, TLL).

5 The Council of the Mohawk shall be divided into three parties as follows: Tekarihoken, Ayonhwhathah and Shadekariwade are the first party; Sharenhowaneh, Deyoenhegwenh and Oghrengh-rehgowah are the second party, and Dehennakrineh, Aghstawenserenthah and Shoskoharowaneh are the third party. The third party is to listen only to the discussion of the first and second parties and if an error is made or the proceeding is irregular they are to call attention to it, and when the case is right and properly decided by the two parties they shall confirm the decision of the two parties and refer the case to the Seneca Lords for their decision. When the Seneca Lords have decided in accord with the Mohawk Lords, the case or question shall be referred to the Cayuga and Oneida Lords on the opposite side of the house. (5-V, TLL).

6 I, Dekanawidah, appoint the Mohawk Lords the heads and the leaders of the Five Nations Confederacy. The Mohawk Lords are

¹ Because chestnut wood in burning throws out sparks, thereby creating a disturbance in the council.

the foundation of the Great Peace and it shall, therefore, be against the Great Binding Law to pass measures in the Confederate Council after the Mohawk Lords have protested against them. (6-VI, TLL).

No council of the Confederate Lords shall be legal unless all the Mohawk Lords are present. (13-XIII, TLL).

7 Whenever the Confederate Lords shall assemble for the purpose of holding a council, the Onondaga Lords shall open it by expressing their gratitude to their cousin Lords and greeting them, and they shall make an address and offer thanks to the earth where men dwell, to the streams of water, the pools, the springs and the lakes, to the maize and the fruits, to the medicinal herbs and trees, to the forest trees for their usefulness, to the animals that serve as food and give their pelts for clothing, to the great winds and the lesser winds, to the Thunderers, to the Sun, the mighty warrior, to the moon, to the messengers of the Creator who reveal his wishes and to the Great Creator¹ who dwells in the heavens above, who gives all the things useful to men, and who is the source and the ruler of health and life.

Then shall the Onondaga Lords declare the council open.

The council shall not sit after darkness has set in. (7-VII, TLL).

8 The Firekeepers shall formally open and close all councils of the Confederate Lords, they shall pass upon all matters deliberated upon by the two sides and render their decision.

Every Onondaga Lord (or his deputy) must be present at every Confederate Council and must agree with the majority without unwarrantable dissent, so that a unanimous decision may be rendered. (8-VIII, TLL).

If Adodarho or any of his cousin Lords are absent from a Confederate Council, any other Firekeeper may open and close the Council, but the Firekeepers present may not give any decisions, unless the matter is of small importance. (9-IX, TLL).

9 All the business of the Five Nations Confederate Council shall be conducted by the two combined bodies of Confederate Lords. First the question shall be passed upon by the Mohawk and Seneca Lords, then it shall be discussed and passed by the Oneida and Cayuga Lords. Their decisions shall then be referred to the Onondaga Lords, (Fire Keepers) for final judgment. (10-X, TLL).

The same process shall obtain when a question is brought before the council by an individual or a War Chief. (11-XI, TLL).

¹ Hodiänok'doon Hëdiohe' (Seneca).

10 In all cases the procedure must be as follows: when the Mohawk and Seneca Lords have unanimously agreed upon a question, they shall report their decision to the Cayuga and Oneida Lords who shall deliberate upon the question and report a unanimous decision to the Mohawk Lords. The Mohawk Lords will then report the standing of the case to the Firekeepers, who shall render a decision (17-XVII, TLL) as they see fit in case of a disagreement by the two bodies, or confirm the decisions of the two bodies if they are identical. The Fire Keepers shall then report their decision to the Mohawk Lords who shall announce it to the open council. (12-XII, TLL).

11 If through any misunderstanding or obstinacy on the part of the Fire Keepers, they render a decision at variance with that of the Two Sides, the Two Sides shall reconsider the matter and if their decisions are jointly the same as before they shall report to the Fire Keepers who are then compelled to confirm their joint decision. (18-XVIII, TLL).

12 When a case comes before the Onondaga Lords (Fire Keepers) for discussion and decision, Adodarho shall introduce the matter to his comrade Lords who shall then discuss it in their two bodies. Every Onondaga Lord except Hononwiretonh shall deliberate and he shall listen only. When a unanimous decision shall have been reached by the two bodies of Fire Keepers, Adodarho shall notify Hononwiretonh of the fact when he shall confirm it. He shall refuse to confirm a decision if it is not unanimously agreed upon by both sides of the Fire Keepers. (19-XIX, TLL).

13 No Lord shall ask a question of the body of Confederate Lords when they are discussing a case, question or proposition. He may only deliberate in a low tone with the separate body of which he is a member. (21-XXI, TLL).

14 When the Council of the Five Nation Lords shall convene they shall appoint a speaker for the day. He shall be a Lord of either the Mohawk, Onondaga or Seneca Nation.

The next day the Council shall appoint another speaker, but the first speaker may be reappointed if there is no objection, but a speaker's term shall not be regarded more than for the day. (35-XXXV, TLL).

15 No individual or foreign nation interested in a case, question or proposition shall have any voice in the Confederate Council except to answer a question put to him or them by the speaker for the Lords. (41-XLI, TLL).

16 If the conditions which shall arise at any future time call for an addition to or change of this law, the case shall be carefully considered and if a new beam seems necessary or beneficial, the proposed change shall be voted upon and if adopted it shall be called, "Added to the Rafters." (48-XLVII, TLL).

Rights, duties and qualifications of Lords

17 A bunch of a certain number of shell (wampum) strings each two spans in length shall be given to each of the female families in which the Lordship titles are vested. The right of bestowing the title shall be hereditary in the family of females legally possessing the bunch of shell strings and the strings shall be the token that the females of the family have the proprietary right to the Lordship title for all time to come, subject to certain restrictions hereinafter mentioned. (59-LIX, TLL).

18 If any Confederate Lord neglects or refuses to attend the Confederate Council, the other Lords of the Nation of which he is a member shall require their War Chief to request the female sponsors of the Lord so guilty of defection to demand his attendance of the Council. If he refuses, the women holding the title shall immediately select another candidate for the title.

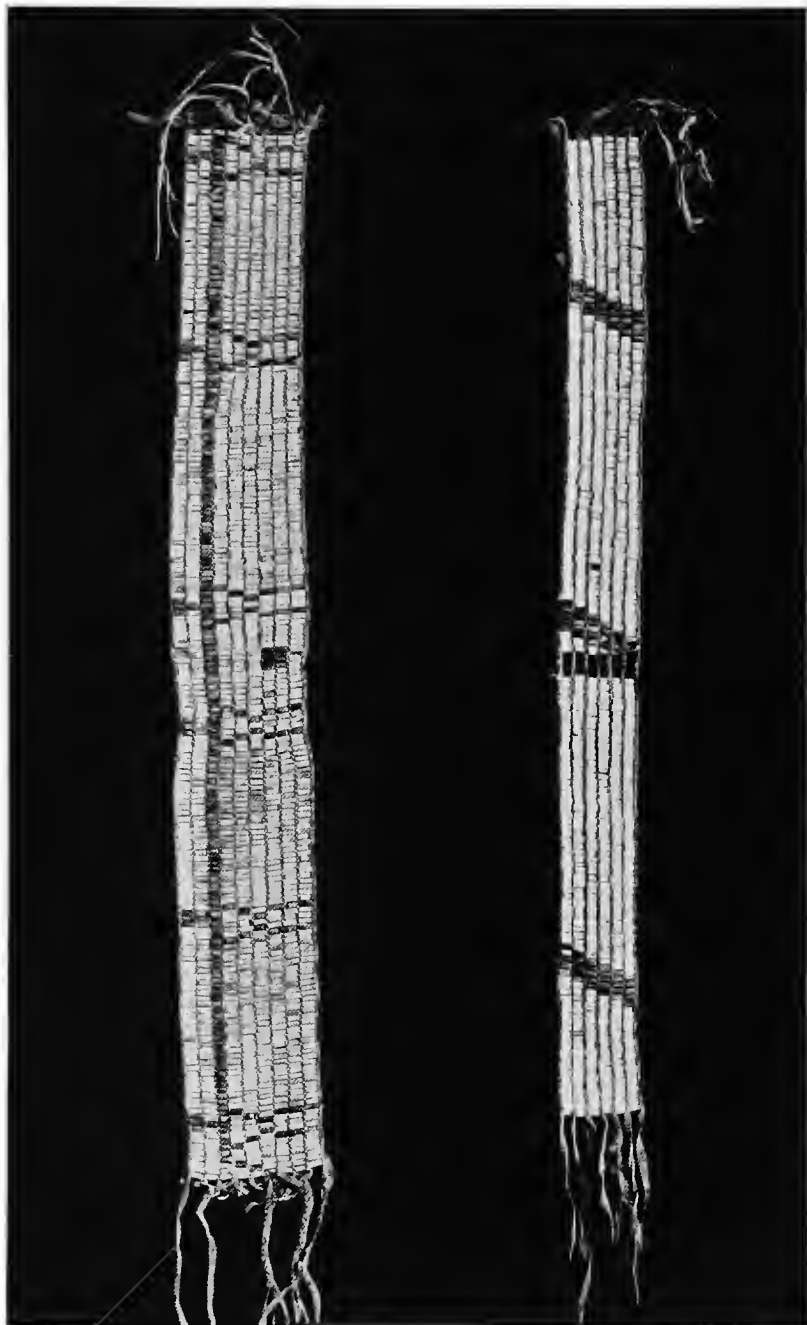
No Lord shall be asked more than once to attend the Confederate Council. (30-XXX, TLL).

19 If at any time it shall be manifest that a Confederate Lord has not in mind the welfare of the people or disobeys the rules of this Great Law, the men or the women of the Confederacy, or both jointly,¹ shall come to the Council and upbraid the erring Lord through his War Chief. If the complaint of the people through the War Chief is not heeded the first time it shall be uttered again and then if no attention is given a third complaint and warning shall be given. If the Lord is still contumacious the matter shall go to the council of War Chiefs. (66-LXVI, TLL). The War Chiefs shall then divest the erring Lord of his title by order of the women in whom the titleship is vested. When the Lord is deposed the women shall notify the Confederate Lords through their War Chief, and the Confederate Lords shall sanction the act. The women will then select another of their sons as a candidate and the Lords shall elect him. Then shall the chosen one be installed by the Installation Ceremony. (123-XLI, EUC), (Cf. 42-XLII).

¹ See sections 94 and 95 for right of popular councils.

1

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1 Nomination belt used to confirm the nomination of the civil chiefs
 2 Welcome belt used in welcoming delegates

When a Lord is to be deposed, his War Chief shall address him as follows:

"So you, ———, disregard and set at naught the warnings of your women relatives. So you fling the warnings over your shoulder to cast them behind you.

"Behold the brightness of the Sun and in the brightness of the Sun's light I depose you of your title and remove the sacred emblem of your Lordship title. I remove from your brow the deer's antlers, which was the emblem of your position and token of your nobility. I now depose you and return the antlers to the women whose heritage they are."

The War Chief shall now address the women of the deposed Lord and say:

"Mothers, as I have now deposed your Lord, I now return to you the emblem and the title of Lordship, therefore repossess them."

Again addressing himself to the deposed Lord he shall say:

"As I have now deposed and discharged you so you are now no longer Lord. You shall now go your way alone, the rest of the people of the Confederacy will not go with you, for we know not the kind of mind that possesses you. As the Creator has nothing to do with wrong so he will not come to rescue you from the precipice of destruction in which you have cast yourself. You shall never be restored to the position which you once occupied."

Then shall the War Chief address himself to the Lords of the Nation to which the deposed Lord belongs and say:

"Know you, my Lords, that I have taken the deer's antlers from the brow of ———, the emblem of his position and token of his greatness."

The Lords of the Confederacy shall then have no other alternative than to sanction the discharge of the offending Lord. (42-XLII, TLL).

20 If a Lord of the Confederacy of the Five Nations should commit murder the other Lords of the Nation shall assemble at the place where the corpse lies and prepare to depose the criminal Lord. If it is impossible to meet at the scene of the crime the Lords shall discuss the matter at the next Council of their nation and request their War Chief to depose the Lord guilty of crime, to "bury" his women relatives and to transfer the Lordship title to a sister family.

The War Chief shall address the Lord guilty of murder and say:

"So you, _____ (giving his name) did kill _____ (naming the slain man), with your own hands! You have committed a grave sin in the eyes of the Creator. Behold the bright light of the Sun, and in the brightness of the Sun's light I depose you of your title and remove the horns, the sacred emblems of your Lordship title. I remove from your brow the deer's antlers, which was the emblem of your position and token of your nobility. I now depose you and expel you and you shall depart at once from the territory of the Five Nations Confederacy and nevermore return again. We, the Five Nations Confederacy, moreover, bury your women relatives because the ancient Lordship title was never intended to have any union with bloodshed. Henceforth it shall not be their heritage. By the evil deed that you have done they have forfeited it forever."

The War Chief shall then hand the title to a sister family and he shall address it and say:

"Our mothers, _____, listen attentively while I address you on a solemn and important subject. I hereby transfer to you an ancient Lordship title for a great calamity has befallen it in the hands of the family of a former Lord. We trust that you, our mothers, will always guard it, and that you will warn your Lord always to be dutiful and to advise his people to ever live in love, peace and harmony that a great calamity may never happen again." (47-XLVII, TLL).

21 Certain physical defects in a Confederate Lord make him ineligible to sit in the Confederate Council. Such defects are infancy, idiocy, blindness, deafness, dumbness and impotency. When a Confederate Lord is restricted by any of these conditions, a deputy shall be appointed by his sponsors to act for him, but in case of extreme necessity the restricted Lord may exercise his rights. (29-XXIX, TLL).

22 If a Confederate Lord desires to resign his title he shall notify the Lords of the Nation of which he is a member of his intention. If his coactive Lords refuse to accept his resignation he may not resign his title.

A Lord in proposing to resign may recommend any proper candidate which recommendation shall be received by the Lords, but unless confirmed and nominated by the women who hold the title the candidate so named shall not be considered. (31-XXXI, TLL).

23 Any Lord of the Five Nations Confederacy may construct shell strings (or wampum belts) of any size or length as pledges or records of matters of national or international importance.

When it is necessary to dispatch a shell string by a War Chief or other messenger as the token of a summons, the messenger shall recite the contents of the string to the party to whom it is sent. That party shall repeat the message and return the shell string and if there has been a summons he shall make ready for the journey.

Any of the people of the Five Nations may use shells (or wampum) as the record of a pledge, contract or an agreement entered into and the same shall be binding as soon as shell strings shall have been exchanged by both parties. (32-XXXII, TLL).

24 The Lords of the Confederacy of the Five Nations shall be mentors of the people for all time. The thickness of their skin shall be seven spans—which is to say that they shall be proof against anger, offensive actions and criticism. Their hearts shall be full of peace and good will and their minds filled with a yearning for the welfare of the people of the Confederacy. With endless patience they shall carry out their duty and their firmness shall be tempered with a tenderness for their people. Neither anger nor fury shall find lodgement in their minds and all their words and actions shall be marked by calm deliberation. (33-XXXIII, TLL).

25 If a Lord of the Confederacy should seek to establish any authority independent of the jurisdiction of the Confederacy of the Great Peace, which is the Five Nations, he shall be warned three times in open council, first by the women relatives, second by the men relatives and finally by the Lords of the Confederacy of the Nation to which he belongs. If the offending Lord is still obdurate he shall be dismissed by the War Chief of his nation for refusing to conform to the laws of the Great Peace. His nation shall then install the candidate nominated by the female name holders of his family. (34-XXXIV, TLL).

26 It shall be the duty of all of the Five Nations Confederate Lords, from time to time as occasion demands, to act as mentors and spiritual guides of their people and remind them of their Creator's will and words. They shall say:

“Hearken, that peace may continue unto future days!

“Always listen to the words of the Great Creator, for he has spoken.

“United People, let not evil find lodging in your minds

“For the Great Creator has spoken and the cause of Peace shall not become old.

"The cause of peace shall not die if you remember the Great Creator."

Every Confederate Lord shall speak words such as these to promote peace. (37-XXXVII, TLL).

27 All Lords of the Five Nations Confederacy must be honest in all things. They must not idle or gossip, but be men possessing those honorable qualities that make true royaneh. It shall be a serious wrong for anyone to lead a Lord into trivial affairs, for the people must ever hold their Lords high in estimation out of respect to their honorable positions. (45-XLV, TLL).

28 When a candidate Lord is to be installed he shall furnish four strings of shells (or wampum) one span in length bound together at one end. Such will constitute the evidence of his pledge to the Confederate Lords that he will live according to the constitution of the Great Peace and exercise justice in all affairs.

When the pledge is furnished the Speaker of the Council must hold the shell strings in his hand and address the opposite side of the Council Fire and he shall commence his address saying: "Now behold him. He has now become a Confederate Lord. See how splendid he looks." An address may then follow. At the end of it he shall send the bunch of shell strings to the opposite side and they shall be received as evidence of the pledge. Then shall the opposite side say:

"We now do crown you with the sacred emblem of the deer's antlers, the emblem of your Lordship. You shall now become a mentor of the people of the Five Nations. The thickness of your skin shall be seven spans — which is to say that you shall be proof against anger, offensive actions and criticism. Your heart shall be filled with peace and good will and your mind filled with a yearning for the welfare of the people of the Confederacy. With endless patience you shall carry out your duty and your firmness shall be tempered with tenderness for your people. Neither anger nor fury shall find lodgement in your mind and all your words and actions shall be marked with calm deliberation. In all of your deliberations in the Confederate Council, in your efforts at law making, in all your official acts, self interest shall be cast into oblivion. Cast not over your shoulder behind you the warnings of the nephews and nieces should they chide you for any error or wrong you may do, but return to the way of the Great Law which is just and right. Look and listen for the welfare of the whole people and have always in view not only the present but also the coming generations, even

those whose faces are yet beneath the surface of the ground — the unborn of the future Nation.” (51-LI, TLL).

29 When a Lordship title is to be conferred, the candidate Lord shall furnish the cooked venison, the corn bread and the corn soup, together with other necessary things and the labor for the Conferring of Titles Festival. (50-L, TLL).

30 The Lords of the Confederacy may confer the Lordship title upon a candidate whenever the Great Law is recited, if there be a candidate, for the Great Law speaks all the rules. (XLIV-44, TLL).

31 If a lord of the Confederacy should become seriously ill and be thought near death, the women who are heirs of his title shall go to his house and lift his crown of deer antlers, the emblem of his Lordship, and place them at one side. If the Creator spares him and he rises from his bed of sickness he may rise with the antlers on his brow.

The following words shall be used to temporarily remove the antlers:

“Now our comrade Lord (or our relative Lord) the time has come when we must approach you in your illness. We remove for a time the deer’s antlers from your brow, we remove the emblem of your Lordship title. The Great Law has decreed that no Lord should end his life with the antlers on his brow. We therefore lay them aside in the room. If the Creator spares you and you recover from your illness you shall rise from your bed with the antlers on your brow as before and you shall resume your duties as Lord of the Confederacy and you may labor again for the Confederate people.” (XXVII-27, TLL).

32 If a Lord of the Confederacy should die while the Council of the Five Nations is in session the Council shall adjourn for ten days. No Confederate Council shall sit within ten days of the death of a Lord of the Confederacy.

If the Three Brothers (the Mohawk, the Onondaga and the Seneca) should lose one of their Lords by death, the Younger Brothers (the Oneida and the Cayuga) shall come to the surviving Lords of the Three Brothers on the tenth day and console them. If the Younger Brothers lose one of their Lords then the Three Brothers shall come to them and console them. And the consolation shall be the reading of the contents of the thirteen shell (wampum) strings of Ayonhwhathah. At the termination of this rite a successor shall be appointed, to be appointed by the women

heirs of the Lordship title. If the women are not yet ready to place their nominee before the Lords the Speaker shall say, "Come let us go out." All shall then leave the Council or the place of gathering. The installation shall then wait until such a time as the women are ready. The Speaker shall lead the way from the house by saying, "Let us depart to the edge of the woods and lie in waiting on our bellies."

When the women title holders shall have chosen one of their sons the Confederate Lords will assemble in two places, the Younger Brothers in one place and the Three Older Brothers in another. The Lords who are to console the mourning Lords shall choose one of their number to sing the Pacification Hymn as they journey to the sorrowing Lords. The singer shall lead the way and the Lords and the people shall follow. When they reach the sorrowing Lords they shall hail the candidate Lord and perform the rite of Conferring the Lordship Title. (22-XXII, TLL).

33 When a Confederate Lord dies, the surviving relatives shall immediately dispatch a messenger, a member of another clan, to the Lords in another locality. When the runner comes within hailing distance of the locality he shall utter a sad wail, thus: "Kwa-ah, Kwa-ah, Kwa-ah!" The sound shall be repeated three times and then again and again at intervals as many times as the distance may require. When the runner arrives at the settlement the people shall assemble and one must ask him the nature of his sad message. He shall then say, "Let us consider." Then he shall tell them of the death of the Lord. He shall deliver to them a string of shells (wampum) and say "Here is the testimony, you have heard the message." He may then return home.

It now becomes the duty of the Lords of the locality to send runners to other localities and each locality shall send other messengers until all Lords are notified. Runners shall travel day and night. (23-XXIII, TLL).

34 If a Lord dies and there is no candidate qualified for the office in the family of the women title holders, the Lords of the Nation shall give the title into the hands of a sister family in the clan until such a time as the original family produces a candidate, when the title shall be restored to the rightful owners.

No Lordship title may be carried into the grave. The Lords of the Confederacy may dispossess a dead Lord of his title even at the grave. (24-XXIV, TLL).

Election of Pine Tree chiefs

35 Should any man of the Nation assist with special ability or show great interest in the affairs of the Nation, if he proves himself wise, honest and worthy of confidence, the Confederate Lords may elect him to a seat with them and he may sit in the Confederate Council. He shall be proclaimed a *Pine Tree sprung up for the Nation* and be installed as such at the next assembly for the installation of Lords. Should he ever do anything contrary to the rules of the Great Peace, he may not be deposed from office — no one shall cut him down¹ — but thereafter everyone shall be deaf to his voice and his advice. Should he resign his seat and title no one shall prevent him. A Pine Tree chief has no authority to name a successor nor is his title hereditary. (LXVIII-68, TLL).

Names, duties and rights of war chiefs

36 The title names of the Chief Confederate Lords' War Chiefs shall be:

Ayonwaehs, War Chief under Lord Takarihoken (Mohawk)

Kahonwahdironh, War Chief under Lord Odatshedeh (Oneida)

Ayendes, War Chief under Lord Adodarhoh (Onondaga)

Wenenhs, War Chief under Lord Dekanyonh (Cayuga)

Shoneradowaneh, War Chief under Lord Skanyadariyo (Seneca)

The women heirs of each head Lord's title shall be the heirs of the War Chief's title of their respective Lord. (52-LII, TLL).

The War Chiefs shall be selected from the eligible sons of the female families holding the head Lordship titles. (53-LIII, TLL).

37 There shall be one War Chief for each Nation and their duties shall be to carry messages for their Lords and to take up the arms of war in case of emergency. They shall not participate in the proceedings of the Confederate Council but shall watch its progress and in case of an erroneous action by a Lord they shall receive the complaints of the people and convey the warnings of the women to him. The people who wish to convey messages to the Lords in the Confederate Council shall do so through the War Chief of their Nation. It shall ever be his duty to lay the cases, questions and propositions of the people before the Confederate Council. (54-LIV, TLL).

38 When a War Chief dies another shall be installed by the same rite as that by which a Lord is installed. (56-LVI, TLL).

¹ Because, "his top branches pierce the sky and if his roots are cut he will not fall but hang upright before the people."

39 If a War Chief acts contrary to instructions or against the provisions of the Laws of the Great Peace, doing so in the capacity of his office, he shall be deposed by his women relatives and by his men relatives. Either the women or the men alone or jointly may act in such case. The women title holders shall then choose another candidate. (55-LV, TLL).

40 When the Lords of the Confederacy take occasion to dispatch a messenger in behalf of the Confederate Council, they shall wrap up any matter they may send and instruct the messenger to remember his errand, to turn not aside but to proceed faithfully to his destination and deliver his message according to every instruction. (57-XLVII, TLL).

41 If a message borne by a runner is the warning of an invasion he shall whoop, "Kwa-ah, Kwa-ah," twice and repeat at short intervals; then again at a longer interval.

If a human being is found dead, the finder shall not touch the body but return home immediately shouting at short intervals, "Koo-weh!" (23-XXIII, TLL).

Clans and consanguinity

42 Among the Five Nations and their posterity there shall be the following original clans: Great Name Bearer, Ancient Name Bearer, Great Bear, Ancient Bear, Turtle, Painted Turtle, Standing Rock, Large Plover, Little Plover, Deer, Pigeon Hawk, Eel, Ball, Opposite-Side-of-the-Hand, and Wild Potatoes. These clans distributed through their respective Nations, shall be the sole owners and holders of the soil of the country and in them is it vested as a birthright. (94-XI, EUC).

43 People of the Five Nations members of a certain clan shall recognize every other member of that clan, irrespective of the Nation, as relatives. Men and women, therefore, members of the same clan are forbidden to marry. (98-XV, EUC).

44 The lineal descent of the people of the Five Nations shall run in the female line. Women shall be considered the progenitors of the Nation. They shall own the land and the soil. Men and women shall follow the status of the mother. (60-LX, TLL).

45 The women heirs of the Confederate Lordship titles shall be called Royaneh (Noble) for all time to come. (61-LXI, TLL).

46 The women of the Forty Eight (now fifty) Royaneh families shall be the heirs of the Authorized Names for all time to come.

When an infant of the Five Nations is given an Authorized Name at the Midwinter Festival or at the Ripe Corn Festival, one in the cousinhood of which the infant is a member shall be appointed a speaker. He shall then announce to the opposite cousinhood the names of the father and the mother of the child together with the clan of the mother. Then the speaker shall announce the child's name twice. The uncle of the child shall then take the child in his arms and walking up and down the room shall sing: "My head is firm, I am of the Confederacy." As he sings the opposite cousinhood shall respond by chanting, "Hyenah, Hyenah, Hyenah, Hyenah," until the song is ended. (95-XII, EUC).

47 If the female heirs of a Confederate Lord's title become extinct, the title right shall be given by the Lords of the Confederacy to the sister family whom they shall elect and that family shall hold the name and transmit it to their (female) heirs, but they shall not appoint any of their sons as a candidate for a title until all the eligible men of the former family shall have died or otherwise have become ineligible. (25-XXV, TLL).

48 If all the heirs of a Lordship title become extinct, and all the families in the clan, then the title shall be given by the Lords of the Confederacy to the family in a sister clan whom they shall elect. (26-XXVI, TLL).

49 If any of the Royaneh women, heirs of a titleship, shall wilfully withhold a Lordship or other title and refuse to bestow it, or if such heirs abandon, forsake or despise their heritage, then shall such women be deemed buried and their family extinct. The titleship shall then revert to a sister family or clan upon application and complaint. The Lords of the Confederacy shall elect the family or clan which shall in future hold the title. (28-XXVIII, TLL).

50 The Royaneh women of the Confederacy heirs of the Lordship titles shall elect two women of their family as cooks for the Lord when the people shall assemble at his house for business or other purposes.

It is not good nor honorable for a Confederate Lord to allow his people whom he has called to go hungry. (62-LXII, TLL).

51 When a Lord holds a conference in his home, his wife, if she wishes, may prepare the food for the Union Lords who assemble with him. This is an honorable right which she may exercise and an expression of her esteem. (38-XXXVIII, TLL).

52 The Royaneh women, heirs of the Lordship titles, shall, should it be necessary, correct and admonish the holders of their titles. Those only who attend the Council may do this and those

who do not shall not object to what has been said nor strive to undo the action. (63-LXIII, TLL).

53 When the Royaneh women, holders of a Lordship title, select one of their sons as a candidate, they shall select one who is trustworthy, of good character, of honest disposition, one who manages his own affairs, supports his own family, if any, and who has proven a faithful man to his Nation. (64-LXIV, TLL).

54 When a Lordship title becomes vacant through death or other cause, the Royaneh women of the clan in which the title is hereditary shall hold a council and shall choose one from among their sons to fill the office made vacant. Such a candidate shall not be the father of any Confederate Lord. If the choice is unanimous the name is referred to the men relatives of the clan. If they should disapprove it shall be their duty to select a candidate from among their own number. If then the men and women are unable to decide which of the two candidates shall be named, then the matter shall be referred to the Confederate Lords in the Clan. They shall decide which candidate shall be named. If the men and the women agree to a candidate his name shall be referred to the sister clans for confirmation. If the sister clans confirm the choice, they shall refer their action to their Confederate Lords who shall ratify the choice and present it to their cousin Lords, and if the cousin Lords confirm the name then the candidate shall be installed by the proper ceremony for the conferring of Lordship titles. (65-LXV, TLL).

Official symbolism

55 A large bunch of shell strings, in the making of which the Five Nations Confederate Lords have equally contributed, shall symbolize the completeness of the union and certify the pledge of the nations represented by the Confederate Lords of the Mohawk, the Oneida, the Onondaga, the Cayuga and the Seneca, that all are united and formed into one body or union called the Union of the Great Law, which they have established.

A bunch of shell strings is to be the symbol of the council fire of the Five Nations Confederacy. And the Lord whom the Council of Fire Keepers shall appoint to speak for them in opening the council shall hold the strands of shells in his hands when speaking. When he finishes speaking he shall deposit the strings on an elevated place (or pole) so that all the assembled Lords and the people may see it and know that the council is open and in progress.

When the council adjourns the Lord who has been appointed by

his comrade Lords to close it shall take the strands of shells in his hands and address the assembled Lords. Thus will the council adjourn until such a time and place as appointed by the council. Then shall the shell strings be placed in a place for safekeeping.

Every five years the Five Nations Confederate Lords and the people shall assemble together and shall ask one another if their minds are still in the same spirit of unity for the Great Binding Law and if any of the Five Nations shall not pledge continuance and steadfastness to the pledge of unity then the Great Binding Law shall dissolve. (14-XIV, TLL).

56 Five strings of shell tied together as one shall represent the Five Nations. Each string shall represent one territory and the whole a completely united territory known as the Five Nations Confederate territory. (108-XXV, EUC).

57 Five arrows shall be bound together very strong and each arrow shall represent one nation. As the five arrows are strongly bound this shall symbolize the complete union of the nations. Thus are the Five Nations united completely and enfolded together, united into one head, one body and one mind. Therefore they shall labor, legislate and council together for the interest of future generations.

The Lords of the Confederacy shall eat together from one bowl the feast of cooked beaver's tail. While they are eating they are to use no sharp utensils for if they should they might accidentally cut one another and bloodshed would follow. All measures must be taken to prevent the spilling of blood in any way. (15-XV, TLL).

58 There are now the Five Nations Confederate Lords standing with joined hands in a circle. This signifies and provides that should any one of the Confederate Lords leave the council and this Confederacy his crown of deer's horns, the emblem of his Lordship title, together with his birthright, shall lodge on the arms of the Union Lords whose hands are so joined. He forfeits his title and the crown falls from his brow but it shall remain in the Confederacy.

A further meaning of this is that if any time any one of the Confederate Lords choose to submit to the law of a foreign people he is no longer in but out of the Confederacy, and persons of this class shall be called "They have alienated themselves." Likewise such persons who submit to laws of foreign nations shall forfeit all birthrights and claims on the Five Nations Confederacy and territory.

You, the Five Nations Confederate Lords, be firm so that if a tree falls upon your joined arms it shall not separate you or weaken your hold. So shall the strength of the union be preserved. (16-XIV, TLL).

59 A bunch of wampum shells on strings, three spans of the hand in length, the upper half of the bunch being white and the lower half black, and formed from equal contributions of the men of the Five Nations, shall be a token that the men have combined themselves into one head, one body and one thought, and it shall also symbolize their ratification of the peace pact of the Confederacy, whereby the Lords of the Five Nations have established the Great Peace.

The white portion of the shell strings represent the women and the black portion the men. The black portion, furthermore, is a token of power and authority vested in the men of the Five Nations.

This string of wampum vests the people with the right to correct their erring Lords. In case a part or all the Lords pursue a course not vouched for by the people and heed not the third warning of their women relatives, then the matter shall be taken to the General Council of the women of the Five Nations. If the Lords notified and warned three times fail to heed, then the case falls into the hands of the men of the Five Nations. The War Chiefs shall then, by right of such power and authority, enter the open council to warn the Lord or Lords to return from their wrong course. If the Lords heed the warning they shall say, "we will reply tomorrow." If then an answer is returned in favor of justice and in accord with this Great Law, then the Lords shall individually pledge themselves again by again furnishing the necessary shells for the pledge. Then shall the War Chief or Chiefs exhort the Lords urging them to be just and true.

Should it happen that the Lords refuse to heed the third warning, then two courses are open: either the men may decide in their council to depose the Lord or Lords or to club them to death with war clubs. Should they in their council decide to take the first course the War Chief shall address the Lord or Lords, saying: "Since you the Lords of the Five Nations have refused to return to the procedure of the Constitution, we now declare your seats vacant, we take off your horns, the token of your Lordship, and others shall be chosen and installed in your seats, therefore vacate your seats."

Should the men in their council adopt the second course, the War Chief shall order his men to enter the council, to take positions beside the Lords, sitting between them wherever possible. When this is accomplished the War Chief holding in his outstretched hand a bunch of black wampum strings shall say to the erring Lords: "So now, Lords of the Five United Nations, harken to these last words from your men. You have not heeded the warnings of the women relatives, you have not heeded the warnings of the General Council of women and you have not heeded the warnings of the men of the nations, all urging you to return to the right course of action. Since you are determined to resist and to withhold justice from your people there is only one course for us to adopt." At this point the War Chief shall let drop the bunch of black wampum and the men shall spring to their feet and club the erring Lords to death. Any erring Lord may submit before the War Chief lets fall the black wampum. Then his execution is withheld.

The black wampum here used symbolizes that the power to execute is buried but that it may be raised up again by the men. It is buried but when occasion arises they may pull it up and derive their power and authority to act as here described. (SPW 81 XII).

60 A broad dark belt of wampum of thirty-eight rows, having a white heart in the center, on either side of which are two white squares all connected with the heart by white rows of beads shall be the emblem of the unity of the Five Nations.¹

The first of the squares on the left represents the Mohawk nation and its territory; the second square on the left and the one near the heart, represents the Oneida nation and its territory; the white heart in the middle represents the Onondaga nation and its territory, and it also means that the heart of the Five Nations is single in its loyalty to the Great Peace, that the Great Peace is lodged in the heart (meaning with Onondaga Confederate Lords), and that the Council Fire is to burn there for the Five Nations, and further, it means that the authority is given to advance the cause of peace whereby hostile nations out of the Confederacy shall cease warfare; the white square to the right of the heart represents the Cayuga nation and its territory and the fourth and last white square represents the Seneca nation and its territory.

White shall here symbolize that no evil or jealous thoughts shall creep into the minds of the Lords while in council under the Great

¹ This is the "Hiawatha Belt" purchased by John Boyd Thatcher of Albany and now in the Congressional Library.

Peace. White, the emblem of peace, love, charity and equity surrounds and guards the Five Nations. (84-EUC, 1).

61 Should a great calamity threaten the generations rising and living of the Five United Nations, then he who is able to climb to the top of the Tree of the Great Long Leaves may do so. When, then, he reaches the top of the Tree he shall look about in all directions, and, should he see that evil things indeed are approaching, then he shall call to the people of the Five United Nations assembled beneath the Tree of the Great Long Leaves and say: "A calamity threatens your happiness."

Then shall the Lords convene in council and discuss the impending evil.

When all the truths relating to the trouble shall be fully known and found to be truths, then shall the people seek out a Tree of Ka-hon-ka-ah-go-nah,¹ and when they shall find it they shall assemble their heads together and lodge for a time between its roots. Then, their labors being finished, they may hope for happiness for many days after. (II-85, EUC).

62 When the Confederate Council of the Five Nations declares for a reading of the belts of shell calling to mind these laws, they shall provide for the reader a specially made mat woven of the fibers of wild hemp. The mat shall not be used again, for such formality is called the honoring of the importance of the law. (XXXVI-36, TLL).

63 Should two sons of opposite sides of the council fire agree in a desire to hear the reciting of the laws of the Great Peace and so refresh their memories in the way ordained by the founder of the Confederacy, they shall notify Adodarho. He then shall consult with five of his coactive Lords and they in turn shall consult their eight brethren. Then should they decide to accede to the request of the two sons from opposite sides of the Council Fire, Adodarhoh shall send messengers to notify the Chief Lords of each of the Five Nations. Then they shall despatch their War Chiefs to notify their brother and cousin Lords of the meeting and its time and place.

When all have come and have assembled, Adodarhoh, in conjunction with his cousin Lords, shall appoint one Lord who shall repeat the laws of the Great Peace. Then shall they announce who they have chosen to repeat the laws of the Great Peace to the two sons. Then shall the chosen one repeat the laws of the Great Peace. (XLIII-43, TLL).

¹ A great swamp Elm.

64 At the ceremony of the installation of Lords if there is only one expert speaker and singer of the law and the Pacification Hymn to stand at the council fire, then when this speaker and singer has finished addressing one side of the fire he shall go to the opposite side and reply to his own speech and song. He shall thus act for both sides of the fire until the entire ceremony has been completed. Such a speaker and singer shall be termed the "Two Faced" because he speaks and sings for both sides of the fire. (XLIX-49, TLL).

65 I, Dekanawida, and the Union Lords, now uproot the tallest pine tree and into the cavity thereby made we cast all weapons of war. Into the depths of the earth, down into the deep underearth currents of water flowing to unknown regions we cast all the weapons of strife. We bury them from sight and we plant again the tree. Thus shall the Great Peace be established and hostilities shall no longer be known between the Five Nations but peace to the United People.

Laws of adoption

66 The father of a child of great comliness, learning, ability or specially loved because of some circumstance may, at the will of the child's clan, select a name from his own (the father's) clan and bestow it by ceremony, such as is provided. This naming shall be only temporary and shall be called, "A name hung about the neck." (XII-96, EUC).

67 Should any person, a member of the Five Nations' Confederacy, specially esteem a man or a woman of another clan or of a foreign nation, he may choose a name and bestow it upon that person so esteemed. The naming shall be in accord with the ceremony of bestowing names. Such a name is only a temporary one and shall be called "A name hung about the neck." A short string of shells shall be delivered with the name as a record and a pledge. (XIV-97, EUC).

68 Should any member of the Five Nations, a family or person belonging to a foreign nation submit a proposal for adoption into a clan of one of the Five Nations, he or they shall furnish a string of shells, a span in length, as a pledge to the clan into which he or they wish to be adopted. The Lords of the nation shall then consider the proposal and submit a decision. (XXI-104, EUC).

69 Any member of the Five Nations who through esteem or other feeling wishes to adopt an individual, a family or number of families may offer adoption to him or them and if accepted the

matter shall be brought to the attention of the Lords for confirmation and the Lords must confirm the adoption. (XXII-105, EUC).

70 When the adoption of anyone shall have been confirmed by the Lords of the Nation, the Lords shall address the people of their nation and say: "Now you of our nation, be informed that such a person, such a family or such families have ceased forever to bear their birth nation's name and have buried it in the depths of the earth. Henceforth let no one of our nation ever mention the original name or nation of their birth. To do so will be to hasten the end of our peace. (XXIII-106, EUC).

Laws of emigration

71 When any person or family belonging to the Five Nations desires to abandon their birth nation and the territory of the Five Nations, they shall inform the Lords of their nation and the Confederate Council of the Five Nations shall take cognizance of it. (XXXIX-39, TLL).

72 When any person or any of the people of the Five Nations emigrate and reside in a region distant from the territory of the Five Nations Confederacy, the Lords of the Five Nations at will may send a messenger carrying a broad belt of black shells and when the messenger arrives he shall call the people together or address them personally displaying the belt of shells and they shall know that this is an order for them to return to their original homes and to their council fires. (XL-40, TLL).

Rights of foreign nations

73 The soil of the earth from one end of the land to the other is the property of the people who inhabit it. By birthright the Oñgwehonweh (Original beings) are the owners of the soil which they own and occupy and none other may hold it. The same law has been held from the oldest times.

The Great Creator has made us of the one blood and of the same soil he made us and as only different tongues constitute different nations he established different hunting grounds and territories and made boundary lines between them. (LXIX-69, TLL).

74 When any alien nation or individual is admitted into the Five Nations the admission shall be understood only to be a temporary one. Should the person or nation create loss, do wrong or cause suffering of any kind to endanger the peace of the Confederacy,

the Confederate Lords shall order one of their war chiefs to reprimand him or them and if a similar offence is again committed the offending party or parties shall be expelled from the territory of the Five United Nations. (XXVI-119, EUC).

75 When a member of an alien nation comes to the territory of the Five Nations and seeks refuge and permanent residence, the Lords of the Nation to which he comes shall extend hospitality and make him a member of the nation. Then shall he be accorded equal rights and privileges in all matters except as after mentioned. (XXXVII-120, EUC).

76 No body of alien people who have been adopted temporarily shall have a vote in the council of the Lords of the Confederacy, for only they who have been invested with Lordship titles may vote in the Council. Aliens have nothing by blood to make claim to a vote and should they have it, not knowing all the traditions of the Confederacy, might go against its Great Peace. In this manner the Great Peace would be endangered and perhaps be destroyed. (XXXVIII-121, EUC).

77 When the Lords of the Confederacy decide to admit a foreign nation and an adoption is made, the Lords shall inform the adopted nation that its admission is only temporary. They shall also say to the nation that it must never try to control, to interfere with or to injure the Five Nations nor disregard the Great Peace or any of its rules or customs. That in no way should they cause disturbance or injury. Then should the adopted nation disregard these injunctions, their adoption shall be annulled and they shall be expelled.

The expulsion shall be in the following manner: The council shall appoint one of their War Chiefs to convey the message of annulment and he shall say, "You (naming the nation) listen to me while I speak. I am here to inform you again of the will of the Five Nations' Council. It was clearly made known to you at a former time. Now the Lords of the Five Nations have decided to expel you and cast you out. We disown you now and annul your adoption. Therefore you must look for a path in which to go and lead away all your people. It was you, not we, who committed wrong and caused this sentence of annulment. So then go your way and depart from the territory of the Five Nations and from the Confederacy." (XXXIX-122, EUC).

78 Whenever a foreign nation enters the Confederacy or accepts the Great Peace, the Five Nations and the foreign nation shall

enter into an agreement and compact by which the foreign nation shall endeavor to persuade other nations to accept the Great Peace. (XLVI-46, TLL).

Rights and powers of war

79 Skanawatih shall be vested with a double office, duty and with double authority. One-half of his being shall hold the Lordship title and the other half shall hold the title of War Chief. In the event of war he shall notify the five War Chiefs of the Confederacy and command them to prepare for war and have their men ready at the appointed time and place for engagement with the enemy of the Great Peace. (I-70, SPW).

80 When the Confederate Council of the Five Nations has for its object the establishment of the Great Peace among the people of an outside nation and that nation refuses to accept the Great Peace, then by such refusal they bring a declaration of war upon themselves from the Five Nations. Then shall the Five Nations seek to establish the Great Peace by a conquest of the rebellious nation. (II-71, SPW).

81 When the men of the Five Nations, now called forth to become warriors, are ready for battle with an obstinate opposing nation that has refused to accept the Great Peace, then one of the five War Chiefs shall be chosen by the warriors of the Five Nations to lead the army into battle. It shall be the duty of the War Chief so chosen to come before his warriors and address them. His aim shall be to impress upon them the necessity of good behavior and strict obedience to all the commands of the War Chiefs. He shall deliver an oration exhorting them with great zeal to be brave and courageous and never to be guilty of cowardice. At the conclusion of his oration he shall march forward and commence the War Song and he shall sing:

Now I am greatly surprised
And, therefore, I shall use it,—
The power of my War Song.
I am of the Five Nations
And I shall make supplication
To the Almighty Creator.
He has furnished this army.
My warriors shall be mighty

In the strength of the Creator.¹
Between him and my song they are
For it was he who gave the song
This war song that I sing!
(III-72, SPW).

82 When the warriors of the Five Nations are on an expedition against an enemy, the War Chief shall sing the War Song as he approaches the country of the enemy and not cease until his scouts have reported that the army is near the enemies' lines when the War Chief shall approach with great caution and prepare for the attack. (IV-73, SPW).

83 When peace shall have been established by the termination of the war against a foreign nation, then the War Chief shall cause all the weapons of war to be taken from the nation. Then shall the Great Peace be established and that nation shall observe all the rules of the Great Peace for all time to come. (V-74, SPW).

84 Whenever a foreign nation is conquered or has by their own will accepted the Great Peace their own system of internal government may continue, but they must cease all warfare against other nations. (VI-75, SPW).

85 Whenever a war against a foreign nation is pushed until that nation is about exterminated because of its refusal to accept the Great Peace and if that nation shall by its obstinacy become exterminated, all their rights, property and territory shall become the property of the Five Nations. (VII-76, SPW).

86 Whenever a foreign nation is conquered and the survivors are brought into the territory of the Five Nations' Confederacy and placed under the Great Peace the two shall be known as the Conqueror and the Conquered. A symbolic relationship shall be devised and be placed in some symbolic position. The conquered nation shall have no voice in the councils of the Confederacy in the body of the Lords. (VIII-77, SPW).

87 When the War of the Five Nations on a foreign rebellious nation is ended, peace shall be restored to that nation by a withdrawal of all their weapons of war by the War Chief of the Five Nations. When all the terms of peace shall have been agreed upon a state of friendship shall be established. (IX-78, SPW).

¹ It will be recalled that when the Eries demanded by what power the Five Nations demanded their surrender, the Iroquois replied "The Master of Life fights for us!"

88 When the proposition to establish the Great Peace is made to a foreign nation it shall be done in mutual council. The foreign nation is to be persuaded by reason and urged to come into the Great Peace. If the Five Nations fail to obtain the consent of the nation at the first council a second council shall be held and upon a second failure a third council shall be held and this third council shall end the peaceful methods of persuasion. At the third council the War Chief of the Five Nations shall address the Chief of the foreign nation and request him three times to accept the Great Peace. If refusal steadfastly follows the War Chief shall let the bunch of white lake shells drop from his outstretched hand to the ground and shall bound quickly forward and club the offending chief to death. War shall thereby be declared and the War Chief shall have his warriors at his back to meet any emergency. War must continue until the contest is won by the Five Nations (X-79, SPW).

89 When the Lords of the Five Nations propose to meet in conference with a foreign nation with proposals for an acceptance of the Great Peace, a large band of warriors shall conceal themselves in a secure place safe from the espionage of the foreign nation but as near at hand as possible. Two warriors shall accompany the Union Lord who carries the proposals and these warriors shall be especially cunning. Should the Lord be attacked, these warriors shall hasten back to the army of warriors with the news of the calamity which fell through the treachery of the foreign nation. (XI-80, SPW).

90 When the Five Nations' Council declares war any Lord of the Confederacy may enlist with the warriors by temporarily renouncing his sacred Lordship title which he holds through the election of his women relatives. The title then reverts to them and they may bestow it upon another temporarily until the war is over when the Lord, if living, may resume his title and seat in the Council. (XII-82, SPW).

91 A certain wampum belt of black beads shall be the emblem of the authority of the Five War Chiefs to take up the weapons of war and with their men to resist invasion. This shall be called a war in defense of the territory. (XIV-83, SPW).

Treason or secession of a nation

92 If a nation, part of a nation, or more than one nation within the Five Nations should in any way endeavor to destroy the Great Peace by neglect or violating its laws and resolve to dissolve the

Confederacy, such a nation or such nations shall be deemed guilty of treason and called enemies of the Confederacy and the Great Peace.

It shall then be the duty of the Lords of the Confederacy who remain faithful to resolve to warn the offending people. They shall be warned once and if a second warning is necessary they shall be driven from the territory of the Confederacy by the War Chiefs and his men. (III-86, EUC).

Rights of the people of the Five Nations

93 Whenever a specially important matter or a great emergency is presented before the Confederate Council and the nature of the matter affects the entire body of Five Nations, threatening their utter ruin, then the Lords of the Confederacy must submit the matter to the decision of their people and the decision of the people shall affect the decision of the Confederate Council. This decision shall be a confirmation of the voice of the people. (XV-84, SPW).

94 The men of every clan of the Five Nations shall have a Council Fire ever burning in readiness for a council of the clan. When it seems necessary for a council to be held to discuss the welfare of the clans, then the men may gather about the fire. This council shall have the same rights as the council of the women. (V-88, EUC).

95 The women of every clan of the Five Nations shall have a Council Fire ever burning in readiness for a council of the clan. When in their opinion it seems necessary for the interest of the people they shall hold a council and their decision and recommendation shall be introduced before the Council of Lords by the War Chief for its consideration. (IV-87, EUC).

96 All the Clan council fires of a nation or of the Five Nations may unite into one general council fire, or delegates from all the council fires may be appointed to unite in a general council for discussing the interests of the people. The people shall have the right to make appointments and to delegate their power to others of their number. When their council shall have come to a conclusion on any matter, their decision shall be reported to the Council of the Nation or to the Confederate Council (as the case may require) by the War Chief or the War Chiefs. (VI-89, EUC).

97 Before the real people united their nations, each nation had its council fires. Before the Great Peace their councils were held. The five Council Fires shall continue to burn as before and they

are not quenched. The Lords of each nation in future shall settle their nation's affairs at this council fire governed always by the laws and rules of the council of the Confederacy and by the Great Peace. (VII-90, EUC).

98 If either a nephew or a niece see an irregularity in the performance of the functions of the Great Peace and its laws, in the Confederate Council or in the conferring of Lordship titles in an improper way, through their War Chief they may demand that such actions become subject to correction and that the matter conform to the ways prescribed by the laws of the Great Peace. (LXVII-67, TLL).

Religious ceremonies protected

99 The rites and festivals of each nation shall remain undisturbed and shall continue as before because they were given by the people of old times as useful and necessary for the good of men. (XVI-99, EUC).

100 It shall be the duty of the Lords of each brotherhood to confer at the approach of the time of the Midwinter Thanksgiving and to notify their people of the approaching festival. They shall hold a council over the matter and arrange its details and begin the Thanksgiving five days after the moon of Dis-ko-nah is new. The people shall assemble at the appointed place and the nephews shall notify the people of the time and the place. From the beginning to the end the Lords shall preside over the Thanksgiving and address the people from time to time. (XVII-100, EUC).

101 It shall be the duty of the appointed managers of the Thanksgiving festivals to do all that is needful for carrying out the duties of the occasions.

The recognized festivals of Thanksgiving shall be the Midwinter Thanksgiving, the Maple or Sugar-making Thanksgiving, the Raspberry Thanksgiving, the Strawberry Thanksgiving, the Corn-planting Thanksgiving, the Corn Hoeing Thanksgiving, the Little Festival of Green Corn, the Great Festival of Ripe Corn and the complete Thanksgiving for the Harvest.

Each nation's festivals shall be held in their Long Houses. (XVIII-101, EUC).

102 When the Thanksgiving for the Green Corn comes the special managers, both the men and women, shall give it careful attention and do their duties properly. (XIX-102, EUC).

103 When the Ripe Corn Thanksgiving is celebrated the Lords of the Nation must give it the same attention as they give to the Midwinter Thanksgiving. (XX-103, EUC).

104 Whenever any man proves himself by his good life and his knowledge of good things, naturally fitted as a teacher of good things, he shall be recognized by the Lords as a teacher of peace and religion and the people shall hear him. (X-93, EUC).

The installation song

105 The song used in installing the new Lord of the Confederacy shall be sung by Adodarhoh and it shall be:

“ Haii, haii Agwah wi-yoh
 “ “ A-kon-he-watha,
 “ “ Ska-we-ye-se-go-wah
 “ “ Yon-gwa-wih
 “ “ Ya-kon-he-wa-tha

Haii, haii, It is good indeed
 “ “ (That) a broom,—
 “ “ A great wing,
 “ “ It is given me
 “ “ For a sweeping
 instrument.

(LVIII-58, TLL).

106 Whenever a person properly entitled desires to learn the Pacification Song he is privileged to do so but he must prepare a feast at which his teachers may sit with him and sing. The feast is provided that no misfortune may befall them for singing the song on an occasion when no chief is installed. (XXIV-107, EUC).

Protection of the house

107 A certain sign shall be known to all the people of the Five Nations which shall denote that the owner or occupant of a house is absent. A stick or pole in a slanting or leaning position shall indicate this and be the sign. Every person not entitled to enter the house by right of living within it upon seeing such a sign shall not approach the house either by day or by night but shall keep as far away as his business will permit. (IX-92, EUC).

Funeral addresses

108 At the funeral of a Lord of the Confederacy, say: "Now we become reconciled as you start away. You were once a Lord of the Five Nations' Confederacy and the United People trusted you. Now we release you for it is true that it is no longer possible for us to walk about together on the earth. Now, therefore, we lay it (the body) here. Here we lay it away. Now then we say to you, 'Persevere onward to the place where the Creator dwells in peace. Let not the things of the earth hinder you. Let nothing that transpired while yet you lived hinder you. In hunting you once took delight; in the game of Lacrosse you once took delight and in the feasts and pleasant occasions your mind was amused, but now do not allow thoughts of these things to give you trouble. Let not your relatives hinder you and also let not your friends and associates trouble your mind. Regard none of these things.'

"Now then, in turn, you here present who were related to this man and you who were his friends and associates, behold the path that is yours also! Soon we ourselves will be left in that place. For this reason hold yourselves in restraint as you go from place to place. In your actions and in your conversation do no idle thing. Speak not idle talk neither gossip. Be careful of this and speak not and do not give way to evil behavior. One year is the time that you must abstain from unseemly levity but if you can not do this for ceremony, ten days is the time to regard these things for respect."

109 At the funeral of a War Chief, say:

"Now we become reconciled as you start away. You were once a war chief of the Five Nations' Confederacy and the United People trusted you as their guard from the enemy. (The remainder is the same as the address at the funeral of a Lord). (XXVII-110, EUC).

110 At the funeral of a Warrior say:

"Now we become reconciled as you start away. Once you were a devoted provider and protector of your family and you were ever ready to take part in battles for the Five Nations' Confederacy. The United People trusted you. (The remainder is the same as the address at the funeral of a Lord). (XXVIII-111, EUC).

111 At the funeral of a young man, say:

"Now we become reconciled as you start away. In the beginning of your career you are taken away and the flower of your life is withered away. (The remainder is the same as the address at the funeral of a Lord). (XXIX-112, EUC).

112 At the funeral of a chief woman say:

"Now we become reconciled as you start away. You were once a chief woman in the Five Nations' Confederacy. You once were a mother of the nations. Now we release you for it is true that it is no longer possible for us to walk about together on the earth. Now, therefore, we lay it (the body) here. Here we lay it away. Now then we say to you, 'Persevere onward to the place where the Creator dwells in peace. Let not the things of the earth hinder you. Let nothing that transpired while you lived hinder you. Looking after your family was a sacred duty and you were faithful. You were one of the many joint heirs of the Lordship titles. Feastings were yours and you had pleasant occasions. . . .' (The remainder is the same as the address at the funeral of a Lord). (XXX-113, EUC).

113 At the funeral of a woman of the people, say:

"Now we become reconciled as you start away. You were once a woman in the flower of life and the bloom is now withered away. You once held a sacred position as a mother of the nation. (Etc.) Looking after your family was a sacred duty and you were faithful. Feastings . . . (Etc.) (The remainder is the same as the address at the funeral of a Lord.) (XXXI-114, EUC).

114 At the funeral of an infant or young woman say:

"Now we become reconciled as you start away. You were a tender bud and gladdened our hearts for only a few days. Now the bloom has withered away . . . (Etc.) Let none of the things that transpired on earth hinder you. Let nothing that happened while you lived hinder you. (The remainder is the same as the address at the funeral of a Lord). (XXXII-115, EUC).

115 When an infant dies within three days, mourning shall continue only five days. Then shall you gather the little boys and girls at the house of mourning and at the funeral feast a speaker shall address the children and bid them be happy once more, though by a death, gloom has been cast over them. Then shall the black clouds roll away and the sky shall show blue once more. Then shall the children be again in sunshine. (XXXIII-116, EUC).

116 When a dead person is brought to the burial place, the speaker on the opposite side of the Council Fire shall bid the bereaved family cheer their minds once again and rekindle their hearth fires in peace, to put their house in order and once again be in brightness for darkness has covered them. He shall say that the black clouds shall roll away and that the bright blue sky is

visible once more. Therefore shall they be in peace in the sunshine again. (XXXIV-117, EUC).

117 Three strings of shell one span in length shall be employed in addressing the assemblage at the burial of the dead. The speaker shall say:

"Hearken you who are here, this body is to be covered. Assemble in this place again ten days hence for it is the decree of the Creator that mourning shall cease when ten days have expired. Then shall a feast be made."

Then at the expiration of ten days the Speaker shall say: "Continue to listen you who are here. The ten days of mourning have expired and your minds must now be freed of sorrow as before the loss of the relative. The relatives have decided to make a little compensation to those who have assisted at the funeral. It is a mere expression of thanks. This is to the one who did the cooking while the body was lying in the house. Let her come forward and receive this gift and be dismissed from the task. In substance this shall be repeated for every one who assisted in any way until all have been remembered. (XXXV-118, EUC).

EXHIBIT E

This is Exhibit "E" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' or 'R' followed by a long horizontal line.

Commissioner for Taking Affidavits

PARKER
on the
Iroquois

Iroquois Uses of Maize and Other Food Plants
The Code of Handsome Lake, the Seneca Prophet
The Constitution of the Five Nations

ARTHUR C. PARKER

Edited with an introduction by
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ARTHUR C. PARKER

Edited with an Introduction by
WILLIAM N. FENTON



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bearing on the results. He submitted the Newhouse manuscript for criticism and correction to Albert Cusick, an Onondaga-Tuscarora who had worked as informant with Hale and then Beauchamp, and Cusick devoted more than a month's expert service to the task of making it a satisfactory translation (p. 12). Parker next "made a codified version of the Constitution for comparative purposes and placed similar articles together regardless of the original form. . . ." He explained to Newhouse that this was "just as a barrister would do." This re-ordered version was then typed and the carbon copy offered to Newhouse, with the promise of a copy of his own text later. The Newhouse manuscript was originally divided into three sections: (1) "The Tree of the Long Leaves"; (2) "The Emblematical Union Compact"; and (3) "Skanawatih's Law of Peace and War." Each of these sections or laws was supported by a wampum belt or string, and the number of the mnemonic and the section of the code from which it is taken appears after each law in Parker's edition (p. 13). The system is explained in a footnote (p. 30). Parker explained further to Newhouse that he had seen fit to change the language so that "our readers may understand," making the style conform to the "Regents editing system." "The meaning," Parker assures him, "is not changed at all, as you will see when the manuscript reaches you," hopefully in a few days. But Parker did not mention Albert Cusick or any similar outside opinions.⁷¹

The State of New York evidently never acquired title to the Newhouse manuscript and supplements. Newhouse was simply treated as an outside author who was submitting his manuscript to the Museum for publication, and Parker was expected to put it in shape. Indeed Parker wrote to William Beauchamp of Syracuse saying, "Last year when I was on the Grand River Six Nations' Reservation I borrowed a manuscript which embraced the Condolence Rite or Peace Hymn, the legend of the origin of the League and the code of the wampum laws." Parker notes a remarkable similarity between Newhouse's version of the Condolence rite and that published in Beauchamp's monograph. "Mr.

⁷¹ *Ibid.*, 2/21/1911.

EXHIBIT F

This is Exhibit "F" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' or similar character, followed by a long horizontal line extending to the right.

Commissioner for Taking Affidavits



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Review

Reviewed Work(s): *The Constitution of the Five Nations* by Arthur C. Parker:
Traditional History of the Confederacy of the Six Nations by Duncan Campbell Scott:
*Civil, Religious and Mourning Councils and Ceremonies of Adoption of the New York
Indians* by William M. Beauchamp

Review by: J. N. B. Hewitt

Source: *American Anthropologist*, Jul. - Sep., 1917, New Series, Vol. 19, No. 3 (Jul. -
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a "bogey figure," but out of such diverse materials that the finished article fails to resemble anything existing under heaven or on earth.

Even if we grant, for the moment, that her Socio-Anthropometric school does exist, we fail to see that the arguments here brought forward would invalidate its claims. What the author has done is to prove, by her carefully compiled physical data, that the five nations considered are made up of such heterogeneous types that it would be absolutely unsafe to try to correlate any known set of national mental traits with an average of the physical features. To take the physical average of a population as diverse as that of Italy, and to assign to it the Italian mental traits, as given by the author, is to place in the same category the tall brachycephals of Lombardy and Piedmont, and the short dolichocephals of Lucca and Sardinia. Such a procedure is no more justified than it would be to apply the same traits to the Perm group in eastern Russia, or to a considerable proportion of the population of Denmark.

Finally, the mental or sociological characteristics given for the various nations seem quite as open to question as is the average of physical data. Any argument which assigns the same mental traits to the Englishman of Yorkshire and the Irishman of Kerry needs no further refutation.

FAY-COOPER COLE

NORTH AMERICA

The Constitution of The Five Nations. ARTHUR C. PARKER. (New York State Museum Bulletin, No. 184, Albany, N. Y.: April 1, 1916).

Traditional History of The Confederacy of The Six Nations. DUNCAN CAMPBELL SCOTT, F.R.S.C. (Royal Society of Canada, Proceedings and Transactions, 3rd Series, vol. v., Ottawa, Canada, 1912, Section II, 195-246 pp.).

Civil, Religious and Mourning Councils and Ceremonies of Adoption of the New York Indians. REV. WILLIAM M. BEAUCHAMP. (New York State Museum Bulletin, No. 113, Albany, N. Y., June, 1907).

These three publications are considered here together because they deal with a common topic—the League of the Iroquois. They severally repeat old errors and so diffuse them broadcast under the patronage of learned institutions, and so the following strictures are made on the untrustworthy character of much of their contents, lest the unwary student be led into accepting misinformation for truth.

It must be noted that the second publication also forms a part of the contents of the first, in which the fact of its separate publication by Mr. Duncan Campbell Scott is not mentioned by the editor.

The third publication is interesting chiefly as compilation of texts, notes, comments and quotations rather than as a serious study and analysis of the complex institutions mentioned in the title of the work. Thus, for example, a long list of etymologies is quoted from Morgan, although a large majority of them are worthless; the texts and translations cited from Hale are not revised and corrected, although in very many instances they are misleading or erroneous. The want of accurate knowledge of the languages of the peoples to which the work refers made Dr. Beauchamp the victim of the palpable blunders in translation which his chief informant, the Rev. Albert Cusick, was prone to make.

Mr. Parker tells us that two main manuscripts form the basis of his publication. He fails, however, to point out the value of either manuscript, or to explain the significance of the serious conflict of statements of essential facts or events between the two; we should have been told the essential fact that the document prepared by the Committee of Chiefs of the Six Nations was prepared as a substitute for the Newhouse document, which the chiefs in council had thrice rejected as faulty in arrangement and erroneous or spurious in many of its statements. We are told that these two manuscripts were "discovered" in 1910 on the Six Nations reserve, Ontario, Canada; it is however a fact that the Newhouse "Constitution," although in much briefer form, had been known since 1880, for in that year a copy of it had been left by its compiler on the Cattaraugus reservation for safe-keeping; the document of the chiefs of the Six Nations was prepared in the early spring of 1900 while the present writer was a guest of the late chief John Arthur Gibson, one of the Committee of Chiefs.

Again, Mr. Parker should have explained also that this document of the Committee of Chiefs, supplemented, however, by a portion of the native matter appearing in Hale's *The Iroquois Book of Rites*, 1883, had been published as early as 1912, by Duncan C. Scott, F.R.S.C., in the *Proceedings and Transactions of the Royal Society of Canada* as noted above.

The following comments deal chiefly with the contents of Bulletin 184, by Mr. Parker. The statement that Rev. Albert Cusick was employed for more than a month in correcting the Newhouse manuscript until he believed the form in which it is now presented fairly correct and at least as accurate as a free translation could be made

is contrary to the facts. The Newhouse manuscript has appeared in a number of varying versions, which were one and all originally recorded in the English language. But in 1897-8 the present writer induced Mr. Newhouse to undertake with him the translation of the best of these,

after recasting and rewriting certain portions of the various sections. This work was undertaken in order to preserve in Mohawk terms of juridical, governmental, and of ritualistic import, but not for publication in the material as found. So the matter of this document is in no accepted sense a "free translation" of a native text. It is indeed unfortunate that the translated matter quoted by both Dr. Beauchamp and Mr. Duncan from Hale's *Iroquois Book of Rites* should have been used without radical and essential corrections in the forms and translations of vital portions of the Ritual, for the renderings of entire sections are faulty and misleading, and often quite contrary to the intent of the originals.

These editors were apparently quite unaware of the serious blunders in translation and statement they were unconsciously diffusing as sources of further error. A specimen of the untrustworthy character of much of the material in question may be cited here. The provision for a private visit of condolence and sympathy to the death-lodge three days after the burial the body of a dead chief (Duncan, *op. cit.*, Parker, *op. cit.*, 109) is to the point; this visit is to be made by a delegation from the "cousin" sisterhood of tribes, for the purpose of comforting the bereaved family and kindred with the substance of *eleven* (not *thirteen*) of the Fourteen Themes (Ne' Adondakshah) of the Requickenning Address; what follows is intended to be the caption of this hearthside address and is in the words following:

The beginning of the Condolence Ceremony used immediately after the death of a chief (or Lord) and which is subsequently followed by the thirteen ceremony called 'At the Wood's Edge.'

It is clear that the thirteen sections of the address cited here are for the formal public function and so are not at all in the form suitable for use at the private lodge hearthside. Besides there is no such thing as a thirteen Ceremony called "At the Wood's Edge." Mr. Parker quotes eleven strings of wampum, although he cites thirteen sections just as does Mr. Duncan; but the interpolated remarks in section 3, to wit:

The foregoing part of the Condoling Ceremony is to be performed outside of the place of meeting. Then the bereaved will appoint two of their chief warriors to conduct the four brothers into the place of meeting,

should have been a loud hint to the editors that they were quoting wrong matter. This is a confusion of a private visit with a public function. Careless proofreading permitted an undue number of inexcusable misprints to appear. Skanawatih's (9 and 13) or Skanawita's (30) is evi-

dently printed for Dekanawida's. Abbreviations share in these errors of proofreading; *SPW* (pp. 52, 53, 54 and elsewhere) evidently should be *LPW*. Too much credence is placed in the authenticity of the so-called Passamaquoddy wampum traditions, which are of course concerned with the activities of the "Iroquois" settled at Caughnawaga and elsewhere on the St. Lawrence, Canada, and so have little or no bearing on the early history of the "Five Nations" of New York.

The number of federal chiefs was not fixed at fifty. This is an unhistorical number which is known only within the last century; it arose from a misinterpreted tradition concerning the episode in which one Bear-foot was a chief figure. The first traditionally authentic number is 47, to which in later times were added two Seneca chiefs, making 49 as the highest authentic roll of official titles of federal chiefs. Authentic tradition is silent as to the original number. It is usually found by adding together the several tribal lists.

It is not traditional nor historical to say that for "many generations" the knowledge of "each law or regulation" of the League had been "preserved" by means of "a collection of wampum belts and strings," as the traditions published along with this statement clearly show, for these inform us that the founders of the League knew apparently little, if anything symbolic, about wampum, but rather something definite about "elderberry twigs" and "quills." Hence, the further statement (p. 8) that "Several of the wampum belts in the New York State Museum are Constitutional belts or memorials" seems indefensible, if it is desired to suggest that they were used by the founders of the League. Dr. Beauchamp (*New York State Museum Bulletin*, No. 41, vol. 8) has reached conclusions in accord with this remark.

The statements on page 13 concerning the use of the word "Long-house" are based on misinformation and superficial observation. In no Iroquois tongue does the native name of the League signify "Long-house." There is, therefore, never any confusion between the native names for the "Long House," the usual place of assembly, and that for the institution, called the League or Confederation. Trustworthy and discriminating interpreters and informants would so translate these native terms as to emphasize this important difference. The native name of the League is *Ganoⁿ'syoñ'ni* (with initial K in some dialects) and signifies "The Extended Lodge," *i. e.*, the Lodge that is Extensive; that is, spread out far, especially lengthwise. But the native name for the ordinary public assembly lodge is *Ganoⁿ'ⁿses* (in some dialects the last *e* becomes an *i*) and means "The Long Lodge," commonly shortened

to "Long-house"; and so there is no reason for confusion here. So it is a gratuitous remark to say that Handsome Lake destroyed "the old religious system," for there is nothing to show its truth; the great religious festivals, all antedating the time of Handsome Lake, are today still in vogue on the Grand River reservation and elsewhere.

The references (p. 14 and elsewhere) to the "Crooked Tongues" are due to hazy ideas about the facts in the matter. There is no historical or traditional evidence, known to the present writer, showing that the Neuter Nation, so-called, ever had lands lying northeast of Lake Ontario, or that a Huron village called Kahanayen was situated on them. The land in question was probably Huron territory for Dekanawida's date. Evidently, the name "Crooked Tongues" is used as a substitute translation of the Huron and Neuter name Attiwendaronk (Hatiwendaronk) which signifies "Their speech is awry," *i. e.*, "They speak a language slightly different (*from the norm of ours*)." The source of the utter confusion of names and places probably arose from misunderstanding certain information which the present writer many years ago gave to Mr. Newhouse concerning the early inhabitants of what is now Ontario, Canada. This information contained the suggestion that Dekanawida was very probably a naturalized Huron captive among the Iroquois. Singularly, the Huron tribes do not figure in the traditions relating the events leading to the formation of the League. So the comments on page 15 concerning Dekanawida's troubles with his own people are probably fiction, and especially so is the alleged conversation carried on with Mohawk people; the Mohawk did not know the Wyandot (Huron) as the "Crooked Tongues," as the statement on page 14 implies. After crossing the Lake, Dekanawida was not in Mohawk hunting ground, but in that of the Oneida or Onondaga, being a long distance from the Mohawk villages.

There is also confusion between an alleged "immutability" in contradistinction from the asserted "continuity" of the institutions of the League. Amendments to already existing laws are monotonously frequent in the traditions. Again, it is not true that the term *oñgwe'hoñwe'* implies any notion of peculiar "originality" of descent or of "superiority" of race. This compound term signifies "native man," and is a limitation of the general term *oñgwe'*, "man-being," *i. e.*, any living being having human attributes, the man of myth, to the "native" strictly *human* man. The Indian knew no race other than his own, for this term is also applicable to the Eskimo. Any other view is untenable.

There is no justification for the substitution of the words, "the soft,

white, feathery down of the globe thistle," for the original false translation, "The Great Belt of White Wampum," of the native term, Jonodakenrahkowa, of the Newhouse manuscript of 1898, for these terms in no sense correct the incorrect rendering and they wholly miss the expressive symbolism of the native expression. The unhistorical character of the list of fifteen "original" clans, appearing in section 42 on page 42, in which seven are spurious, is clear to any careful student of the early clans of the Five Nations, for even one of the most important—the Wolf—has been suppressed without comment. The last three probably owe their existence to *otosis*—originating in the mishearing of names. The so-called "Ball" clan is a Hawk clan; the Opposite-Side-of-the-Hand is a Wolf clan; and the "Wild Potatoo" is a "Tuber Duck" clan; or is possibly due to the mishearing of a dialectic pronunciation of the name for Plover.

The Mohawk text first published by Hale in his *Iroquois Book of Rites*, then by Rev. Dr. Beauchamp, and finally by Dr. Scott (*op. cit.*, p. 238) gives no warrant for the astonishing statements (*Bulletin*, No. 184, pp. 27–28) concerning the clan towns, namely, "Now the party passed through these places" and "All these places are in the Mohawk country." The native text already mentioned states that some of these towns belong to the Wolf clan, some to the two Turtle clans, and some to the Bear clan. It would have been thus unnecessary for the 'party' to march through these towns, for they were evidently not all in "the Mohawk country" but dispersed among all the tribes there represented; and the clans-people present are severally addressed as coming from these several towns, and it is further stated, and this is important, that these four clans made up the number of clans "in ancient times." The last statement bears on what has been said about the clan list in section 42.

In article 63 the words "two sons," which occur several times, represent a wrong translation of a native term of relationship which signifies, in this place, "parent and offspring," usually translated, "Father and Son," or "Mother and Daughter." Section 19 is scarcely more than an expansion of section 18, and its provision for an independent "Council of War Chiefs" is unhistorical; too many councils of coördinate jurisdiction would result from it. Sections 55, 56 and 57 are confused and so in their present form unhistorical. The alleged provision for the dissolution of the League is indefensible; the provisions of Sections 56 and 57 are inconsistent one with another, and these in turn are traversed by the ordinances set forth in the second paragraph on page 103 (which is a part of the Committee's document).

The song set forth in Section 105 is certainly not what its caption, "The Installation Song," represents it to be; there is, indeed, no such song. This song was personal to the first Wathatotarho (Adodarho), and so it is not an installation song of to-day. The first line should have been translated, "I possess a fine thing," instead of "It is good, indeed."

On page 91 the statement is made that circumcision was practised on one of the founders of the League. This statement of course is inaccurate, as the Iroquois performed no such rite. The native words have quite a different and symbolic meaning.

The expressions, "white lion," "fire dragon of discord," and "white panther," on page 103, are attempts at translating native words which together are the name of one of the primal man-beings of Iroquoian myths of creation who was therein the personification of Discord. The literal meaning of his name is "the white-bodied meteor or flying-dragon." He brought about discord in heaven (the sky-world) which resulted in the complete metamorphosis of beings. So to translate his native name by the words "white lion" is erroneous, for it does not express the ideas intended in the text. The original manuscript in 1900 contained the words "white lion" at this point. So the present writer pointed out that such a rendering was inaccurate because the early Iroquois did not know the lion but did know the meteor. And he suggested further that as the "Master or God of Discord" was here intended, the better expression in English would be "the white-bodied meteor, the white-bodied fire-dragon or panther, of discord"; the suggested correction was approved by Chief Abram Charles and the late Chief John Arthur Gibson of the Canadian Six Nations, to whom it was made. The native term in note 3 on page 103 signifies "Death, or the Destroyer," a very different idea from the one sought to be expressed in the text.

In regard to the ownership of land, the latter part of Section 42 contradicts Section 44. The two main documents (compare pp. 11 and 12 with 98 and 47, respectively) disagree flatly as to usage in color symbolism. And both are in error in regard to the meaning of the native term "*Ska-no-dah-ken-rah-ko-wah*," which signifies "the very great white mat (foundation)," for both erroneously translate "belt" where they should render "mat." They differ entirely as to its color; the Committee's statement being the correct one. The statement of the Committee's document (p. 103, 2d paragraph) in regard to the community of hunting-grounds is correct; but the Newhouse assertion (p. 45, Sec. 57) is of course inaccurate, because it limits the right to the "one bowl" con-

taining "a beaver's tail" (*i. e.*, the common game preserve) to the "Lords of the Confederacy." His use of the term "cooked" beaver's tail, shows clearly that he has still to learn the meaning of this wise and benevolent provision of the founders of the League.

Sections 99 to 104 do not belong in a work of this kind. And Sections 105 and 106 are wrongly labeled and are not a part of the Constitution of the League. Section 107 does not belong here; many things naturally were taken for granted as well-known common law. Sections 108 to 117, private "Funeral Addresses," do not form any part of the Constitution of the League, and so are out of place here; their crudity and naïveté should have excluded them from consideration.

Section 64 is certainly not a law or ordinance; Section 72 is merely an expansion of 71; Section 73 is contradicted by 57; Sections 19, 59 and 98 deal with the same matters and so in their present form are unhistorical, and so is the last part of Section 79. Sections 74 and 77 are unauthentic; 87 is largely a duplicate of 83; and Sections 82 and 89 are not parts of the "Constitution," so-called. And Sections 85 and 88 are entirely contrary to the basic principles of the League as founded by Dekanawida. Sections 93 to 96, having been translated from Lafitau's *Moeurs, etc.*, by the present writer for Mr. Newhouse, are not traditionally parts of the "Constitution."

Of the footnotes on the pages from 65 to 107, thirty-three are erroneous and misleading.

It is noteworthy that the Secretaries of the Committee of Chiefs of the Six Nations Council admit that the traditions which they recorded have been "much modified" by several causes. But these annalists failed to detect in some notable instances the elements which have been assimilated by the League traditions from their mythic and other tales. Such, for example, are the following: the notion of "the white stone canoe" or the "marble canoe," and the "Ohsinoh" incidents. Now, the "stone" or "flint" canoe belongs to the cycle of stories which relate to the Winter God whose means of travel on water is a block of ice, which is poetically transformed into a "canoe." So this episode does not belong to the Dekanawida legend. Mr. J. V. H. Clarke (*Onondaga*, I, 1849) records the Dekanawida story, but he writes "*white* canoe" only; the original Dekanawida canoe was probably a birchbark canoe. But tradition has expanded "white" into "white stone" as suggested above. Moreover, Clarke mentions one *Ho-see-noke* as "A kind hearted, merry chief" who in behalf of the Council comforted the vexed mind of Hia-watha; but it is found that the Newhouse story makes this man whose

name is in slightly different spelling, thus Ohsinoh (Osinoh) page 18, "a famous shaman" who destroys Hiawatha's daughters-by "evil magic arts." Here we find a complete transformation of a man and his deeds.

It is to be noted that an extra verse has been unwarrantably added to the well-known "Six Songs" (Duncan, 239 p.), which derive their common name from the fact that just "six" verses constitute this chant; it is also quite erroneous to say, following Hale, "the Hymn called 'Hail,'" for this designation rests on a mistranslation of the native name and on a worse misapprehension of the real import of the chant.

Other misprints are Jiknosahseh (p. 91), Djikonsase (p. 90), and Djikonsă'se' (p. 71), for Djigo"să'sé". It may be said here that there is no evidence that this person, the so-called Peace Woman, was in any sense a character "in Iroquois mythology." An examination of the provisions of Section 91 shows that they are in serious conflict with those of Section 59.

The inept and wholly whimsical comments on the pictographs published on page 111 indicate that here the editor was the dupe of cocksure but ignorant informants. The utterly fanciful character of these comments is indeed emphasized by the remarkable fact that this page of pictographs and comments appears as an inset in a misnamed and badly garbled summary of the "Re-Quickening Address of the League Ritual of Condolence and Installation." These pictographs from number 4 refer serially to the paragraphs of the summary beginning with number 1 on page 110, although the editor seems unaware of this interesting fact. It is to be noted that this *Address* deals with the *tribes* of the League but not with the *clans* of the League; the printed comments are incorrect in this respect.

The two pictographic groups of parallel lines respectively refer to the 'Father' and 'Mother' side of the League structure—the four representing the 'Mother' side and the three, the 'Father' side; the four lines represent the Oneida, the Cayuga, the Tuscarora, and the Delaware, the so-called 'Four Brothers'; and the three lines, to the Mohawk, the Seneca, and the Onondaga, the so-called 'Three-Brothers.' The prostrate figure indicates that the 'Three Brothers' are the mourning side, and the first erect figure shows that the 'Four Brothers' are the celebrant side according to the Ritual and so are not mourning in the ritualistic sense,—a needful distinction.

Then the pictographs marked 4, 5, and 6 represent the three Acts or Words spoken "At the Wood's Edge," the key words being respectively "wipe away the tears," "clear out the ears," and "remove the

choking from the throat"; these acts are mentioned in paragraphs marked 1, 2, and 2, on page 110. Figure 7 (4 on p. 110) does not hold a "sun" as here stated, but "a cup," containing "the waters of pity"; figure 8 (5 on p. 110) does not denote "a bench with four legs," but rather the "seat" or "the reed mat," said to be stained with blood; figure 9 (6 on p. 112) denotes "the darkness" of grief; figure 10 (7 on p. 112) denotes "the loss of the sky" from grief; figure 11 (8 on p. 112) denotes "the loss of the sun" from grief; figure 12 (9 on p. 112) denotes "the grave," *i. e.*, "the upturned earth"; figure 13 (idea not on p. 112) denotes "20 strings" as the price exacted for a homicide, which is the circle of protection for the two groups of parallel lines; figure 14 (11 on p. 112) denotes "the reverence due the person of the woman"; figure 15 (wanting on p. 112) denotes "the malific powers of the earth"; figure 16 (wanting on p. 113) denotes "the obligation of mutual respect and service"; figure 17 (wanting on p. 113) denotes "the torch of announcement, or of notification"; and figure 18 (wanting on p. 113) denotes "the doorway," *i. e.*, the "end of the address." These brief strictures show how much real harm is done by the rush to publish unstudied material, no matter by whom.

But to enumerate the redundancies, the contradictions, and the misconceptions in Mr. Parker's *Bulletin* would require a volume larger than the publication in question. It is most unfortunate for the cause of historical truth that great institutions insist on publication at the expense of study and accuracy. It may be mentioned that this publication of Mr. Parker has been most unfavorably reviewed by Dr. Goldenweiser in volume 18, no. 3, pp. 431-436, of *The American Anthropologist*. I have purposely not given out this unfavorable estimate of Mr. Parker's recent work until it had been reviewed by one whose motive Mr. Parker might not question.

J. N. B. HEWITT

SOME NEW PUBLICATIONS

Barrett, S. A. The Washo Indians. (Bulletin of the Public Museum of the City of Milwaukee, vol. 2, no. 1, May 10, 1917); pp. 1-52, pls. 1-13.

Bates, Oric, *editor*, and Sterns, F. H., *assistant editor*. Harvard African Studies, 1: *Varia Africana*, 1. The African Dept. of the Peabody Museum of Harvard University, Cambridge, Mass., 1917. 271 pp., 2 + 18 + 1 + 7 + 3 + 1 + 26 + 1 pls., numerous figs.

— Ancient Egyptian Fishing. (Harvard African Studies, 1; pp. 199-271, pls. 1-26.)

EXHIBIT G

This is Exhibit "G" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' and 'S' followed by a long horizontal line.

Commissioner for Taking Affidavits

phratic and moiety systems, appearing sporadically in many parts of North America, may have had a common remote origin or a single center of diffusion" (*American Anthropologist*, vol. 19, 1917, p. 405). In situations such as this a wider comparative outlook will often prove of value. If phratries in the form of dual divisions associated with clans or gentes were an exceptional phenomenon, restricted in its distribution, say, to North America, this would constitute a *prima facie* justification of an attempt to correlate historically the several moiety systems of that continent. But such is far from being the case. Moieties in association with clans are all but universal in Australia and very common in Melanesia; hence one is not surprised to encounter them in some of the clan (or gentile) areas of North America, and a check is put on overzealous attempts to apply the principle of diffusion.

I must confess to a sense of keen disappointment that an American student of the thoroughness and critical acumen of Mr. Barbeau should have shown in a field with which his familiarity cannot be doubted so little grasp of the fundamental methodological principles involved in problems of diffusion and independent development.

A. A. GOLDENWEISER

COLUMBIA UNIVERSITY,
NEW YORK CITY

THE CONSTITUTION OF THE FIVE NATIONS: A REPLY

STUDENTS of Iroquoian social and political organization and folklore are fortunate in having so able a source of data as Mr. J. N. B. Hewitt. In the *Anthropologist*, vol. 19, no. 3, Mr. Hewitt criticized one of my recent publications, *The Constitution of the Five Nations*, and most ably pointed out both the faults of the native authorities who supplied my information and the errors in editing. In an earlier issue of the *Anthropologist* Dr. A. A. Goldenweiser published a criticism. In justice to the subject it would have been well and saved a possible misunderstanding if both critics had read page 12 and 13 of the introduction. There I said:

The two principal manuscripts that form the basis of this work were found on the Six Nations Reservation, Ontario, Canada, in 1910.

The first manuscript was a lengthy account of the Dekanawida legend and an account of the Confederate Iroquois laws. This material has been brought together by Seth Newhouse, a Mohawk who has expended a large amount of time and given the subject a lengthy study. His account written in Indian English was submitted to Albert Cusick, a New York Tuscarora-Onondaga, for review and criticism. Mr. Cusick had long been an authority on Iroquois law

and civic rites, and had been a chief informant for Horatio Hale, William Beauchamp, and in several instances for the present writer. Mr. Cusick was employed for more than a month in correcting the Newhouse manuscript until he believed the form in which it is now presented fairly correct and at least as accurate as a free translation could be made. The second manuscript was compiled by the chiefs of the Six Nations Council and in the form here published has been reviewed and corrected by several of their own number including Chiefs John Gibson, Jacob Johnson and John William Elliott. The official copy was made by Hilton Hill, a Seneca, then employed by the Dominion Superintendent for the Six Nations. It has been reviewed and changes were suggested by Albert Cusick. . . .

In presenting these documents the original orthography has been retained. The only attempt to record Iroquois names and words phonetically is in the notes. This will account for some variations in spelling. . . .

In the light of the conditions under which the Bulletin under discussion was presented, a compilation of native documents, criticism seems gratuitous. Especially significant is Mr. Hewitt's attempt to controvert my statement of Mr. Cusick's help. One would almost suspect this to be designed to impute a falsehood, but in the light of Mr. Cusick's assistance, this imputation would seem to fall little short of maliciousness though probably not so intended.

The reference to "a free translation" should be apparent to anyone who has read the work under discussion. Suffice to say, no translation or presentation in English can gracefully and fluently express the Iroquoian idiom. Witness Mr. Hewitt's own literal translation of the "Iroquois Cosmology." It appears in clumsy, stilted English, involved and lacking in force of expression. Literal translation robs the native thought of much of its meaning and emphasis.

Our critic's reference to wampum would seem to imply that only one sort of wampum was recognized by us, though the manuscripts clearly name elderberry twigs, scouring rushes and porcupine quills. The wampum belts described as "constitution belts" may be regarded as such even though not made during the days of Dekanawida, in this sense being as truly memorials to the founding of the League as Lincoln's Gettysburg speech is Lincoln's still even though printed in today's newspaper. The belts are old and probably native made and they have been invested with the symbolism ascribed to them—memorials of the days when Dekanawida spoke.

The lack of accuracy, consistency and forethought on the part of the authors of the manuscripts is to be deplored but even though these Indian annalists wrote clumsily it did not occur to me that of my own

initiative I should alter their writings, even for the sake of presenting them as I personally desired to see them. Mr. Hewitt must learn that if ethnologists should habitually change the myths and native manuscripts that came into their hands, in order to bring about consistency, the finished production would shrink in value. The scientist takes what comes to him from the quarry, and though it is covered by corrosion and foreign matter, he presents it as found. It is his specimen upon which he does not chisel an inscription. That is written on a separate label.

An example of native inaccuracy is quoted by Mr. Hewitt in the following: "After a journey across the lake (Ontario) he came into the hunting territory of the Flint Nation." Mr. Hewitt correctly stated that the immediate landing place of Dekanawidah would be in Oneida territory. Our Indian writer simply described things rapidly and without detailed chronological sequence, yet if some other writer had penned a line such as "After a journey across the ocean Olaf Jensen came into the forests of Minnesota," we think few critics would have deliberately gone out of their way to say that the assertion implied that Minnesota was on the Atlantic coast, especially if the statement had been made to those familiar with geography.

We accept in a proper spirit the catalogue of our own blunders but we must insist that we do not believe that in presenting the Indian manuscripts, we should eliminate their "crudity and naïvete from consideration," even to satisfy those who possess other versions of these Iroquois codes and legends. Indians who were life-long residents of their respective reservations produced the documents and stood for them. The writings represent in English, so far as they were able to make them, what they thought, believed, and lived in Iroquois. They do not necessarily represent what the present writer thinks accurate in detail or satisfactory.

Mr. Hewitt has had a large influence in directing the minds of his informants and no doubt, as he himself suggests, has contributed largely to their store of ancient lore, though we must confess it seems to us that "facts" so collected seem like re-importations; in other words, like telling one's informants what to say and how to say it. For example, Mr. Hewitt tells in his criticism how he instructed Mr. Newhouse in a certain translation of Lafitau, and says that Newhouse accepted the data and incorporated it in his code, Section 93-96. Mr. Hewitt also tells how he instructed the chiefs in the translation of certain names. It is thus evident that my distinguished critic has had an enormous advantage in previously instructing for a period of years his native informants.

They have accepted his statements as correct and incorporated them in their writings as original with them. The extent of this may be realized when it is said that some of the chiefs admitted that Mr. Hewitt wrote the introduction to the chief's version.

In our translation of the "record" staff, a cut of which was published, we simply followed the translation made by Abram Charles, a chief of the Cayugas, for Mrs. H. M. Converse, at least twenty years ago. Mr. Cusick apparently was satisfied with the translation. However, we suspected that it might be an attempt to call to mind the so-called condolence ceremony and thus we placed the picture to face that text, and with considerable difficulty, but Mr. Hewitt evidently thinks it a coincidence.

We are grateful to Mr. Hewitt's criticism, for he has pointed out a store of facts that should have been made available years ago. Modestly he refrains from more extensive criticism, but we hope to have all the necessary data when he publishes his own version of "The Constitution of the League" for which he has prepared native texts in Mohawk and Onondaga. An English parallel in Mr. Hewitt's own fluent English will then be available and, of course, be above criticism, though there will be some who will suspect that the content and the "original text" have been rigidly supervised.

Apparently Mr. Hewitt agrees with Dr. Goldenweiser's earlier criticism, and yet Dr. Goldenweiser specifically states that "The Constitution of the Five Nations is a figment. . . . It does not exist . . . either written or unwritten." Strangely, however, it appears as a coincident that Mr. Hewitt's texts and translations parallel those we have published, for the *Twenty-eighth Report of the Bureau of Ethnology* mentions his collection of "texts" in the Onondaga and Mohawk dialects,

embodying the basic principles of the civil and political structures and organization of the League of the Iroquois and data relating thereto. The following captions will indicate sufficiently the subject matter of these texts: The Constitution of the League, the Powers of Thadodaho, Amendments, Powers and Rights of Chiefs, Powers and Rights of Women, Powers of the Women Chiefs, etc.

We confess that we do not quite understand Mr. Hewitt's concluding statement,

I have purposely not given out this unfavorable estimate of Mr. Parker's recent work until it had been reviewed by one whose motives Mr. Parker might not question.

The pure love of accuracy is sufficient motive, and should have prevented

any feeling of restraint in giving out "this unfavorable estimate," until some other ethnologist has taken the initiative. We trust that this inertia of Mr. Hewitt will now be overcome and that we may be prevented from getting into further sloughs of error by his speedy publication of his own version of the "Constitution of the Five Nations." We feel sure that the faults of our own attempt will but add to the luster of the greater work that is to come.

Like Kipling's hero in *The Neolithic Age*, I feel, as I survey the bulky criticism of my bulletin, as if ". . . a rival of Solutré told the tribe my style was *outré*. . . ." But I am consoled, as every ethnologist must be who finds dozens of versions of myths and "constitutions," in the last verse of the poem, and for a pleasant thought, I present it to my critics.

Here is wisdom for your use, as I learned it when the moose

And reindeer roared where Paris roars tonight

There are nine and sixty ways of constructing tribal lays,

And—every—single—one—of—them—is—right.

ARTHUR C. PARKER

NEW YORK STATE MUSEUM,
ALBANY, NEW YORK

CULTURE CONTACT AND MIGRATION *versus* INDEPENDENT ORIGIN: A PLEA FOR MORE LIGHT

IN his review in this journal¹ of a volume on Oceanic mythology of which I am guilty, and more especially in a more recent discussion of it published elsewhere,² Dr. Lowie has taken a stand on the question of culture contact and migration *versus* independent origin that seems to call for a few words of explanation on his part. The matter at issue is one of such general importance and interest, and Dr. Lowie's most recent statements are so puzzling, that it would seem in order for him to bear witness somewhat more fully, to the faith that is in him.

Somewhat hesitatingly in this journal, but with complete assurance in his latest review, Dr. Lowie declares that explanations of cultural similarities and differences as due in any measure to migrations (or even culture contact!) are woefully out of date—he suggests indeed, that no sane person nowadays even condescends to consider such a discarded and worn out hypothesis, which is after all but a "curious disease" which has infected ethnological thinking during the last decade. For those who will persist in such puerile explanations, it is clear that Dr.

¹ *American Anthropologist* (N. S.), vol. 19, pp. 86–88.

² *The New Republic*, vol. XIII, no. 166 (Jan. 5, 1918), pp. 288–289.

EXHIBIT H

This is Exhibit "H" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' followed by a long horizontal line.

Commissioner for Taking Affidavits

**THE GREAT LAW
of PEACE**

of

THE PEOPLE of the LONGHOUSE

**(Iroquois)
(League of Six Nations)**

**DRAWINGS BY
JOHN FADDEN**

KAHENWES

KAIANEREKOWA

HOTINONSIONNE

published by
WHITE ROOTS OF PEACE
Mohawk Nation at Akwesasne
via Roosevelttown, N. Y. 13683

EXHIBIT I

This is Exhibit "I" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' and 'R' followed by a long horizontal line.

Commissioner for Taking Affidavits



"O" JIBWAY WATER INC.

ADVERTISEMENT

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- > NEVALEVI INC.
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- > Gonrade Global Import-Export Canada Inc.
Import-Export Gonrade Global Canada Inc.
- > 3680703 CANADA INC.
- > 3681254 CANADA INC.
- > 3681262 CANADA INC.
- > QUEBEC AUTOPARC INC.
- > 3681289 CANADA INC.
- > 3683974 CANADA INC.
- > ENVACON INC.
- > 3684555 CANADA INC.

"O" JIBWAY WATER INC. is a Non-distributing corporation with 50 or fewer shareholders corporation type, which located at Care of: JAMES GRAY P.O. 452 KAHNAWAKE, MOHAWK TERRITORY QC J0L 1B0 Canada. It was registered on 23-Nov-1999, the corporation's bn is 870139987RC0001 and corporation number is 3684580. There are 2 directors of this company. This corporation record status is : **Dissolved** on 04-Oct-2005.

Corporation Number	3684580
Corporation Name	"O" JIBWAY WATER INC.
Business No.	870139987RC0001
Date of Incorporation	Canada Business Corporations Act - 1999-11-23
Record Status	Dissolved for non-compliance (s. 212) on 04-Oct-2005
Type	Non-distributing corporation with 50 or fewer shareholders
Certificates and Filings	Certificate of Incorporation 1999-11-23 Certificate of Dissolution 2005-10-04
Corporation Name History	1999-11-23 to Present "O" JIBWAY WATER INC.
Office Address	Care of: JAMES GRAY P.O. 452 KAHNAWAKE MOHAWK TERRITORY QC J0L 1B0 Canada
updated on	2018-11-19
Website	website

Annual Filings

Item	Date
Anniversary Date (MM-DD)	11-23
Annual Filing Period (MM-DD)	11-23 to 01-22
Date of Last Annual Meeting	2001-11-20

Director details (2)

Name	Address
JAMES GRAY	P.O. BOX 452 KAHNAWAKE QC J0L 1B0 Canada
PAUL DELARONDE	P.O. 452 KAHNAEAKE QC J0L 1B0 Canada

EXHIBIT J

This is Exhibit "J" to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' and 'R' followed by a long horizontal line.

Commissioner for Taking Affidavits

LOUIS KARONIAKTAJEH HALL FOUNDATION

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- > 14732570 Canada Inc.
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- > 14139585 Canada Inc.
- > MandelbrotConsulting Inc.
- > 10557943 CANADA INC.
- > 11913255 CANADA INC.
- > DEDERT (CANADA) INC.
- > 9278354 Canada Inc.
- > 11978772 Canada Inc.
- > City Revival Church
- > VIRTUOUS PROMOTIONS INC.
- > DREAM WITH ME STABLE INC.

Companies Incorporated on the same day 2014-02-12

- > Children's Healthcare Canada
Santé des enfants Canada
- > CHALICE (CANADA)
- > Jesus is Lord Church Canada
West
- > NEPALESE COMMUNITY
NETWORK OF CANADA
- > Institut international de la
fiscalité immobilière
International Property Tax
Institute
- > Canadian Nuclear Society
Société Nucléaire Canadienne
- > TULA FOUNDATION
- > Canadian Humanitarian
Organization for International
Relief
- > Cree Native Arts and Crafts
Association
Association crie d'artisanat
autochtone
- > SOUTH FOUNDATION

LOUIS KARONIAKTAJEH HALL FOUNDATION is a Non-Soliciting corporation type, which located at 207 RD. BOX 732 KAHNAWAKE QC J0L 1B0 Canada. It was registered on 12-Feb-2014, corporation number is 3638961. There are 3 directors of this company. This corporation record status is: Active. Louis Karoniaktajeh Hall Foundation has been running for 8 years 11 months, and 19 days since it incorporated.

Corporation Number	3638961
Corporation Name	LOUIS KARONIAKTAJEH HALL FOUNDATION
Business No.	Not Available
Date of Incorporation	Canada Not-for-profit Corporations Act - 2014-02-12
Record Status	Active
Type	Non-Soliciting
Certificates and Filings	Certificate of Continuance 2014-02-12 Previous jurisdiction: Canada Corporations Act - Part II (CCA-II) By-laws Received on 2014-03-06
Corporation Name History	1999-07-08 to Present LOUIS KARONIAKTAJEH HALL FOUNDATION
Office Address	207 RD. BOX 732 KAHNAWAKE QC J0L 1B0 Canada
updated on	2023-01-25
Website	website

Annual Filings

Item	Date
Anniversary Date (MM-DD)	02-12
Annual Filing Period (MM-DD)	02-12 to 04-13
Date of Last Annual Meeting	2021-12-10

Director details (3)

Name	Address
ALMA MARIE DIABO	BOX 452 KAHNAWAKE QC J0L 1B0 Canada
PAUL DELARONDE	98 BOYNTON AVE. PLATTSBURGH NY 12901 United States
ALLAN DELARONDE	BOX 732 KAHNAWAKE QC J0L 1B0 Canada

Companies Name Start With LOUIS

- > LOUIS & NICOLE ROCHETTE INC.
- > LOUIS & VINCENT HOLDINGS INC.
- > LOUIS ALBERT ASSOCIATES INC.
- > LOUIS ARTS INTERNATIONAL TRADING INC.
LOUIS ARTS COMMERCE INTERNATIONAL INC.
- > Louis Bailey Architect Inc.
- > Louis Bautista Health and Wellness Corporation
- > LOUIS BULL FOUNDATION
- > LOUIS BULL POLICE SERVICES INC.
- > LOUIS CARIOTO MARKETING INC.
- > LOUIS CARRIER PROPERTIES INC.
LES PROPRIÉTÉS LOUIS CARRIER INC.

Similar name companies of other country

- > LOUIS AND CO LIMITED
- > LOUIS AND ENGELA SERVICES LIMITED
- > LOUIS AND LOLA LIMITED
- > LOUIS AND PHOEBE LIMITED
- > LOUIS AND STEWARTS LIMITED
- > LOUIS CREATIVE STUDIO PTY LTD
- > LOUIS FORTUNE TRAVEL PTY LTD
- > LOUIS GLOBAL PTY LTD
- > LOUIS PLASTERING INTERIORS PTY LTD
- > LOUIS PROPERTY PTY LTD

EXHIBIT K

This is Exhibit “K” to the Affidavit of
Richard Wayne Hill, Sr., affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'H' and 'R' followed by a long horizontal line.

Commissioner for Taking Affidavits

TOBACCO TRAIL TEKA CIGARETTES INC.
CIGARETTES TEKA SENTIER DU TABAC INC.

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Recently established companies

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- BLUE DIAMOND CARRIERS INC.
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- 14732626 Canada Inc.
- JRTPRO Inc.
- 14732600 Canada Inc.
- MezWerks Inc.
- 14732588 Canada Inc.
- 14732570 Canada Inc.
- SBS GROUP SOLUTIONS INC.

Visited Companies

- SUPER PUTT INTERNATIONAL (S.P.I.) INC.
- VIBUTI FAB STUDIO INC.
- FOSON & Beyond Kitchens Inc.
- 11046896 Canada Inc.
- Refuge en Action
- Companion Advisory Services Inc.
- Restorations Second Stage Homes
- 8174300 Canada Inc.
- GR LEDUC CONSULTANTS INC.
- CANADA ISLAMIC HALAL FOOD SERVICE COMMITTEE (CHFSC)
- 7733780 CANADA INC.
- 14589360 Canada Inc.
- TRANS EXPRESS K.V.N. DISTRIBUTION INC. DISTRIBUTION TRANS EXPRESS K.V.N. INC.

Companies incorporated on the same day 1992-04-23

- MENATEL SYSTEMS INC.
- JOEWIN PRINTING INC.
- Les Produits d'Erable Daly Ltée
- TRAFICAM INC.
- D.T.C.C. COMMUNICATIONS INC.
- J.B. AUDIO CENTER INC. CENTRE AUDIO J.B. INC.
- 2815222 CANADA INC.
- 2815231 CANADA INC.
- 2815249 CANADA INC.
- 2815257 CANADA INC.

TOBACCO TRAIL TEKA CIGARETTES INC. / CIGARETTES TEKA SENTIER DU TABAC INC. is located at P O BOX 212 KHANAWAKE QC J0L 1B0 Canada. It was registered on 23-Apr-1992, the corporation's bn is 881409783RC0001 and corporation number is 2815362. There are 5 directors of this company. This corporation record status is : **Dissolved** on 14-Nov-1995.

Corporation Number	2815362
Corporation Name	TOBACCO TRAIL TEKA CIGARETTES INC. CIGARETTES TEKA SENTIER DU TABAC INC.
Business No.	881409783RC0001
Date of Incorporation	Canada Business Corporations Act - 1992-04-23
Record Status	Dissolved for non-compliance (s. 212) on 14-Nov-1995
Type	Not Available
Certificates and Filings	Certificate of Incorporation 1992-04-23 Certificate of Dissolution 1995-11-14
Corporation Name History	1992-04-23 to Present TOBACCO TRAIL TEKA CIGARETTES INC. 1992-04-23 to Present CIGARETTES TEKA SENTIER DU TABAC INC.
Office Address	P O BOX 212 KHANAWAKE QC J0L 1B0 Canada
updated on	2018-11-19
Website	website

Annual Filings

Item	Date
Anniversary Date (MM-DD)	04-23
Annual Filing Period (MM-DD)	04-23 to 06-22
Date of Last Annual Meeting	Not Available

Director details (5)

Name	Address
PAUL DELARONDE	P O BOX 452 KAHNAWAKE QC J0L 1B0 Canada
REGINAL HILL	RR 1 OSWEKEN ON N0A 1M0 Canada
RICKY LOUIS DIABO	P O BOX 212 KAHNAWAKE QC J0L 1B0 Canada
FRED LEBLANC	P O BOX 58 KAHNAWAKE QC J0L 1B0 Canada
BLAIK KIRBY	P O BOX 631 KAHNAWAKE QC J0L 1B0 Canada

Companies Name Start With TOBACCO

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- TOBACCO COMMODITIES CANADA INC.
- TOBACCO FARMERS IN CRISIS
- Tobacco Freedom Foundation
- Tobacco Harm Reduction Association of Canada Inc.
- TOBACCO PLAINS MULCHING INC.
- Tobacco Speciality Products (TSP) Inc.
Les Produits de Tabac Spécialisés (TSP) Inc.
- TOBACCO TRAIL TEKA CIGARETTES INC.
CIGARETTES TEKA SENTIER DU TABAC INC.
- Tobacco Vault Inc.

Similar name companies of other country

- TOBACCO VENDING MACHINES AUSTRALIA PTY LTD

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS
Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA *et al.*
Defendants

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF RICHARD WAYNE HILL, SR.
(Affirmed February 6, 2023)

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Lawyers for the Haudenosaunee Development Institute

TAB 3

Court File No. CV-18-594281

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff

and

**THE ATTORNEY GENERAL OF CANADA and HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO**

Defendants

THE MEN’S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party

AFFIDAVIT OF AARON DETLOR
(*Affirmed February 6, 2023*)

I, AARON DETLOR, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am *Kanienkehake* (Mohawk) of the Wolf Clan. As a Mohawk, I am a citizen of the Haudenosaunee Confederacy. I am also a lawyer called to the bar in Ontario in 1998.
2. I have already affirmed one affidavit in this matter on August 31, 2022.
3. I have reviewed the motion record of the Men’s Fire of the Six Nations Grand River Territory (“**Men’s Fire**”) dated January 9, 2023. I comment in this affidavit on certain statements made in the affidavit of Wilfred Davey affirmed January 6, 2023 (the “**Davey Affidavit**”) and the affidavit of Paul Delaronde affirmed January 6, 2023 (the “**Delaronde**”).

Affidavit”). Any portions of the Men’s Fire motion record that I do not comment upon should not be taken to mean I or HDI agree with those portions.

4. The facts contained in this affidavit are based on my personal knowledge or, where indicated, information and belief.

5. I understand the Men’s Fire to be a group of individuals comprised of Wilfred Davey, Bill Monture, and three to four others. I am advised by HDI’s counsel that Men’s Fire has not to date identified in this proceeding what it is or who it is comprised of, despite requests as early as November 4, 2022.

I. 2438543 Ontario Inc. and the Declaration of Trust

6. I have reviewed the affidavit of Richard Saul affirmed February 6, 2023, and his description of the relationship between HDI, 2438543 Ontario Inc. (“**243 Ontario**”), and Ogowahista Dedwahsnye. I agree with Mr. Saul’s commentary.

7. I comment herein on 243 Ontario and, specifically, the declaration of trust dated October 20, 2014, attached as Exhibit B to the Davey Affidavit. I agree with Mr. Saul’s commentary on the nature of 243 Ontario and the impetus for its formation.

8. Mr. Davey appears to misunderstand the declaration of trust at paragraph 6 of his affidavit (and throughout). Contrary to his testimony, the declaration of trust:

- a. did not “[establish]” HDI—HDI was formed by the HCCC 7 years before 243 Ontario was incorporated, and HDI is not an entity incorporated under the laws of Canada or any province or territory; and

- b. does not concern specific Chiefs—it is not a declaration of trust to specific Chiefs (*i.e.*, individuals), it is a declaration of trust to the HCCC, meaning to specific ***Chief titles***, and their corresponding Clans and Nations, whether or not those *titles* were “occupied” by any individual at the time of the declaration. This is explicit in Schedule “A” to the declaration of trust.

9. The decision to list Chiefs’ titles in the declaration of trust was deliberate. By reference to Chiefs’ titles, and to Nation, Clan, and family names instead of specific individual Chiefs, the declaration of trust reflects the basic understanding and intention that 243 Ontario was formed for the benefit of all Haudenosaunee. The Chiefs’ titles do not belong to any individual; they belong to the Circle of Chiefs, and the various titles continue on through the matrilineal process. Further, to the extent any Chief later occupies a title not currently in existence, the reference to Nations and Clans ensures that benefits will still flow to the relevant Clan and/or Nation.

10. A copy of a quarterly newsletter from November 2018 that addresses some concerns like those raised by Mr. Davey is attached as **Exhibit “A”**

II. Men’s Fire’s Separate Class Action and the Pending Motion to Dismiss for Delay

11. The Davey Affidavit attaches as Exhibit D an affidavit of Janace Henry sworn on October 28, 2016 in respect of another proceeding in Ontario Superior Court File No. 16-58391.

12. That other proceeding is a class-action proceeding commenced on August 16, 2016 by Mr. Davey and William Monture, in which they seek relief as proposed representatives

of a proposed class as against a number of named defendants, including myself and HDI (the “**Davey Class Action**”). The Davey Class Action is referenced at paragraph 4 of the Davey Affidavit.

13. The Davey Class Action was commenced on August 15, 2016 and is the subject of a pending motion to dismiss for delay (the “**Motion to Dismiss for Delay**”). The plaintiffs have not taken steps to certify the Davey Class Action.

14. A copy of the notice of motion for the Motion to Dismiss for Delay is attached as **Exhibit “B”**.

15. The Court was first notified of the Motion to Dismiss for Delay by way of a request for a case management conference on June 28, 2022. On August 31, 2022, a new case management Judge (Justice Broad) was appointed, at which time the parties were advised they would be contacted regarding the scheduling of a case management conference.

16. A copy of the email thread with the Court regarding the scheduling of a case management conference in the Davey Class Action, to speak to the Motion to Dismiss for Delay, is attached as **Exhibit “C”**.

17. I am advised by counsel for HDI in the Davey Class Action, Mr. David Shiller, that a case management conference has been scheduled for March 10, 2023 to set a timetable and hearing date for the Motion to Dismiss for Delay.

III. Men's Fire and the Green and Monture Assault

18. Paragraph 2 of the Delaronde Affidavit refers to being qualified as an expert in Canadian court by Justice Bourque. The proceeding in which Mr. Delaronde testified was a criminal proceeding in the Ontario Court of Justice (*R v Green*) regarding assault charges against two individuals, Lester Green and William Monture, both who represented Men's Fire.

19. A copy of Justice Bourque's reasons for decision in *R v Green*, 2017 ONCJ 705, is attached as **Exhibit "D"**. Justice Bourque found both Mr. Green and Mr. Monture guilty of the offence of assault.

20. The incident underlying the *R v Green* proceeding was, on April 26, 2016, both Mr. Green and Mr. Monture assaulted me by physically attempting to remove me from HDI's offices in Ohsweken.

21. Justice Bourque also found that both Mr. Green and Mr. Monture "represent a faction known as the Men's Fire". Justice Bourque found that Men's Fire was "a small group of men on the reserve", that "the Men's Fire has a very small active membership", and that was "no evidence at all that this group [Men's Fire] consulted with the larger group of Clan Mothers or Clan Chiefs."

22. Mr. Davey was also involved in the underlying events (referenced as "Will Davies" in Justice Bourque's reasons). He was present during the assault, and had wrote a letter to me (purportedly mailed to me) containing demands of Men's Fire. This letter was handed to me during the assault.

23. Justice Bourque found Mr. Green and Mr. Monture to have had a common political objective “to diminish [my] influence over the HDI and perhaps to diminish the influence of HDI”. Justice Bourque notes that Mr. Green stated he wanted to “cut the head off of HDI” by removing me. Justice Bourque did not accept, however, “that in the circumstances of this case, there was any consensus of the people that Detlor needed removal.”

IV. HCCC Denouncement of the Men’s Fire

24. The Haudenosaunee Confederacy Chiefs Council (the “**HCCC**”) has formally and publicly denounced the members of the Men’s Fire. Attached hereto as **Exhibit “E”** is a notice from the HCCC Secretary dated September 11, 2018, which states:

The Wisk niyohwentsya:ke make this open and public declaration to all citizens within the Haudenosaunee treaty territory:

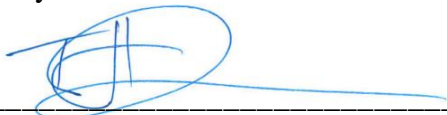
Let it be known that:

The responsibility and governance of the Haudenosaunee and our treaty territory rests through the system of the Wisk niyohwentsya:ke (5 Nations Confederacy) put in place by our Peacemaker, and through the laws that He provided within the Kayeneren’ko’:wa.

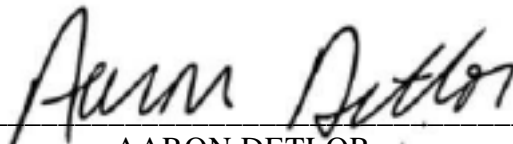
Bill Monture, Wilf Davey, Bob Frank Jr., Lester Green and Moe Sandy are not representative of, nor speak on behalf of the Wisk niyohwentsya:ke. They are acting without and have never had the authority or sanctioning of the Roya’ner (Chiefs) and Yakoya’ner (Clan Mothers) of the Wisk niyohwentsya:ke and the process of the Wisk niyohwentsya:ke. Further, Moe Sandy is not a holder of wampum for the Wisk niyohwentsya:ke.

This notice will confirm that these individuals and their actions are not representative of the people or community of Oswego (Six Nations).

AFFIRMED BEFORE ME at Toronto, in)
 the Province of Ontario, remotely by the)
 affiant stated as being located in Toronto,)
 in the Province of Ontario, this 6th day of)
 February, 2023, in accordance with O. Reg.)
 431/20, Administering Oath or Declaration)
 Remotely)



Commissioner for Taking Affidavits
 Thomas Dumigan (LSO# 74988P)



AARON DETLOR

EXHIBIT A

This is Exhibit "A" to the Affidavit of
Aaron Detlor, affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.

Commissioner for Taking Affidavits



Haudenosaunee Confederacy Chiefs Council

Oswego Grand River

Quarterly Newsletter

Winter 2018

Our Community Q&A

NO:IA!! The HDI takes pride in the work it is doing on behalf of the Haudenosaunee and welcomes your questions at any time. The following two letters are being used to begin this year as we strive for better communications with our clan families. Because these questions have been re-occurring, it was decided that by providing the answers publicly, it would assist in removing any confusion that might still exist amongst our people.

Questions received by the HDI through correspondence from **Community Member on September 8, 2017**

1 How is the Confederacy able to operate when seats have been empty for 100 years? There has not been full seats

The Creator is a wonderful being who created a process that allowed our government to function no matter what obstacles came before them. He understood at times there would be death and many other instances which could cause for seats to be empty at times. Colonialism has played a big part in why the Haudenosaunee Confederacy Chiefs Council has struggled to keep their benches full. The Haudenosaunee process does not require 50 Chiefs to be in attendance at all times, it is understood that so long as there is representation on each side of the fire they can council and have done so for thousands of years.

2 The question about Aaron Detlor being non native still lives amongst the people can we verify his lineage?

It's unfortunate that our people have to endure the internal racism that exists today amongst our clan families. Aaron Detlor is a Mohawk of the Wolf Clan and his roots are from Tyendinaga. If you are concerned on whether he has a status card and need to verify this then by all means you can contact the band office in Tyendinaga. If you want to know about his clan family then perhaps you should talk to either Aaron Detlor or his mother.

3 What is the purpose of the corporations and is sovereign status being jeopardized?

The Haudenosaunee have had a working relationship with the settler nations since contact. The basis for the Two Row Wampum Treaty was to be clear about our Nations independence and self sustainability. The Haudenosaunee began with the fur trade and it evolved from there. They understood that when they dealt with the settler nations it involved dealing with the settler's 'merchandise'. It started with trinkets and beads, went to pots and pans and gold coins and then it soon went to other forms of money so that they could buy the things that they needed since our land base and way of life was being diminished by the colonizers. They also began to enter into the other trade industries and became highly known and recommended for their iron-work and construction trades, factory workers and farmers.

As they became educated, they became doctors, lawyers, teachers, social workers etc. The point is, the Haudenosaunee were never opposed to working within the western society, they were opposed to the western society imposing their way of life on our people.

Having a corporation is like working within the western society. It doesn't change who you are. It is no different than having a drivers license, a passport, an Indian status card, or a health card. All of those things are simply a device by which the settler nation can identify who they are dealing with. So the 2438543 corporation was created because the HCCC wanted to partner in a wind farm and the settler nation needed to know who they were dealing with. The numbered corporation became the mechanism by which the settler nation can clearly note who they are in business with, who the profits are going to and where the benefits are going. All of the information provided on the application explains what the proceeds will be used for and so it is like a check and balance on the colonial side of the Two Row to ensure that the corporation is operating the way it is intended and that the profits are going for the purpose that was indicated on the application.

So in other words, it's a vessel in the water that goes back and forth from the HCCC side of the Two Row over to the colonial side of the Two Row to do business, and then back to the HCCC side to provide the benefits.

As far as putting sovereignty in jeopardy, who do you think is going to take it away from you? The British Crown does not give the Haudenosaunee its sovereignty. Currently the Canadian Government is working toward setting up a 'new' system of governance outside of the Indian Act which would give Band Councils and first nations sovereignty under the Crown. If that were to happen, then yes, that sovereignty could be taken away from you because the Crown would be giving it to you. But as Haudenosaunee, our sovereignty comes from our Creator and no one can take that away from you.

4 Who's names are on the 50 shares as per your budget?

While I'm not sure what budget you are referencing, I trust you are asking about the 2438543 Ontario Inc. The clan

family names of the Rotionisonh were used as the basic understanding that the proceeds of this project were for the benefit of all of our people. As Haudenosaunee we are to ensure that in everything we do we think of the coming faces or as is often said, the next seven generations. So we needed to make sure that the profits from the partnership were set up in a way that was clear that the intended benefit was for the people, but that it was not just about the current generation making money for themselves but rather to make sure that we were building on the future of the Haudenosaunee. In everything we have done at HDI we were told to look within our process for an understanding of how things should be structured. So just like the land holdings, the clan family names were used because they have existed for thousands of years and will exist for thousands of years after we are gone. The title names don't belong to any individual, they belong to the Circle of Chiefs. Individuals pass on, but the title doesn't because in the process the Creator provided, the title continues through our matrilineal process. So the title names were used because that is the process the Creator provided.

5 Can I get a copy of the agreement for the lands at Burtch? Why wasn't the community made an equal share? It is my request that this be completed it is my understanding that \$8 million is made off this deal. I would like this deal to be redone to include the community as an equal share after the debt is paid. This can be put in a trust account run by the community, not HDI HCCC, Not EBC not Men's Fire and not Mohawk Workers.

If anyone wants to see a copy of the land lease agreements made by the HCCC you are welcome to come in to the HDI office to view them. We do not provide copies of the agreements as a matter of confidentiality for the party who holds the lease. If you want a copy of the Burtch lease then you should contact the party who holds the lease to see if they are willing to provide you with a copy.

All of the land lease agreements made through the HCCC for the farming of any of the Haudenosaunee lands are based on best farming practices and provide for an

annual payment to the Haudenosaunee based on an agreed upon amount per acre.

The money from the lease is put in to the same account as the wind and solar farm leases and is accounted for in the audit under Land Lease Revenue. All of the lease money is being generated for the benefit of our people and as previously stated, the HCCC keep in mind the coming faces when making decisions with respect to a lease or the distribution of land lease funds. All requests are received by the HDI office and forwarded to the Financial Management Board who review the requests and take recommendations to the HCCC for approval.

As far as what profit is made from the farming of Burtch or any of the other lands that the HCCC lease, this has nothing to do with the lease agreement. The only income the HCCC receive from the lease of the farm lands is the amount per acre agreed. It is the position of the HCCC that the income of any of our people is a personal matter, not a public matter.

The HCCC lease agreements are based on the understanding of the Dish with One Spoon. We all eat from the same bowl, and we don't take more than we need knowing that there are others who also need to gain sustenance from that bowl.

We can advise that since Ms. Hill has been farming the Burtch Lands, there has been a Burtch Harvesting Festival at her residence and business on Hwy#54 where she has donated thousands of dollars to various community projects. It would be best to speak to Ms. Hill about how she contributes back to the community.

As far as the idea that we all should be benefiting from the profits of Ms. Hill's farming, then I would have to ask if that is the intent of all of the farm lands currently being leased, including those leased by the band? Or is it an exclusive demand being made on Ms. Hill because of gossip and rumour that she may or may not be making a lot of money on her farming? And if we are going to be making such a demand on the farmers, or at least Ms. Hill, who if I follow the train of thought correctly, there is concern that she is profiting on a communal right and therefore should share the profits communally, then it stands to reason that we should also be making the same demand on businesses or corporations such as large cigarette manufacturing

companies who have taken a communal right and yet its profits are limited to its partnership.

This is the same mentality that the Crown has put into its Indian Act legislation, dare any entrepreneur or Nation come up with a way to provide benefit to themselves or our people from our rights, the Federal and Provincial Crown governments attempt to impose taxes. Or in the case of the the Band Council, deduct the profit that you make off of the lease from the annual stipends that come to our people through the Band Council process.

This has also been the problem we face as Haudenosaunee since contact with the settler nations. The Haudenosaunee maintain our rights such as in the Nanfan, but it is not exclusive to 'hunting and fishing' as the Crown tries to impose, but rather 'free and undisturbed harvesting' which today means whatever form of income we generate or 'harvest' from the use of our land and resources.

There are no clear answers other than what we know as Haudenosaunee and that is to look at what our Rotionisonh did before us.

So when the HDI with the help of our Royane and Yakoyane advisors began to build on the land lease process, they looked at what kind of process existed before. We know that the HCCC delegated Joseph Brant to enter in to lease agreements for some of our lands along the Haldimand Tract in and around the mid to late 1800's in what is perceived to be an act of defiance against the Crown's Royal Proclamation of 1763 which was used in attempt to control Haudenosaunee treaty territory throughout North America.

And more recently we know the people at Kanonhstaton set out some principles of what they wanted when it came to our treaty lands and that was i) non relinquishment, ii) revenue for past leases and iii) revenue from future leases and iv) land to be returned.

Historically the Dish with One Spoon and the ganohonyohk provide us an understanding of how we relate to our Mother Earth. And they looked back at the time when our main food source was from trapping, hunting and fishing and the understanding that when our men went out to hunt, the harvest that they brought back was for the whole village, not just for their own families.

So rather than the HCCC asking for a percentage of the harvest which could be perceived as being greedy and very colonial, it was agreed to keep the land leases simple and consistent with what our ancestors had set out, and so for the farm lands that they are acquiring through the land lease agreements, they stuck to a process which was based on so much an acre, consistent with what has been occurring for generations of farmers who lease lands in our territory.

And as far as who is looking after the finances, this is the reason the HCCC is creating a financial management board. Community members dealing with communal resources. Perhaps you could enquire with them if you are interested.

6 What is your relationship with the Haldimand Deed?

The Haldimand Proclamation is viewed as just another layer on top of many other layers that existed since creation. It is part of the Nanfan Treaty lands which was part of the Beaver Hunting Grounds which was set out after the settlers arrived because they kept interfering with the Onkwehonweh hunting and fishing and trade, so it comes after the Two Row with many layers before that. The Haudenosaunee are the only people on this planet who can say that they didn't come from anywhere else, they originated from these homelands as talked about in our Creation Story. The HCCC do not recognize the Haldimand as being a deed because it was the British Crown by use of the Simcoe Deed that attempted to minimize the Haldimand tract lands once they realized the areas that their citizens were not supposed to infringe upon.

If you look at the relationship we had with the British Crown based on the Two Row Wampum and the Silver Covenant Chain, then you can get a glimpse of what life was like for the Haudenosaunee after the settlers started to arrive. For those who settled in this area after the Revolutionary Wars, they had much to contend with, and so based on the Chain, the Haudenosaunee would have given a tug back on the chain and advised the Indian agents that they were not content with so many settlers moving on to their lands and so the Haldimand was basically a Proclamation from the King to the British

subjects that they were not to settle in that area, 6 miles on either side of the Grand River. So at that time, more lines were being drawn, not for where the Haudenosaunee were supposed to stay, but where the white settlers were not supposed to go.

And when you begin to understand that relationship between the Haudenosaunee and the British Settlers and what was going on in that time period, for those who believe the King gave them the land, in reality the British King did not have authority to grant or give the Haldimand Tract lands to anyone because the Haudenosaunee, or Iroquois as they were known at the time, were already in this area and had villages prior to 1784, with some archaeological findings going back 8 to 10 thousand years. Kanonstaton itself had a village site that was 8 thousand years old.

So in reality, the Haldimand Deed is just another way that the British Crown used to try and usurp the authority of the Haudenosaunee over the rest of our lands and resources.

7 It is my understanding from your documentation that HCCC is in process of wanting to run the reserve. What is the plan for this, can I review it?

I don't know that wanting to 'run the reserve' is the correct way of putting things. The Haudenosaunee have since before 1924 been attempting to have the Indian Act legislation and government removed from our territory. This is nothing new. They have fought against the ongoing cultural genocide of our people and have continued to stand in defiance against colonialism. In the past few years the Royane and Yakoyane have been working on Strengthening our House... meaning looking at how to strengthen our clan families and our relationship with our clans. They have been looking at the roles and responsibilities of our Royane and Yakoyane, our Faithkeepers, our men and our women have been having some very good discussions to assist one another at coming to consensus on the definition so that our clan families and sister communities will have a consistent understanding.

The HCCC is not interested in a competition with the Band Council and has always looked to the future of our people and continue to do so as they work to address the longstanding treaty relationship with the British Crown, that has been usurped by the Canadian Government and its Indian Act Band Council process. The HCCC continue to build toward the future and most recently being provided opportunity at having resources and a sense of security in place is part of that process. The Haudenosaunee process is an inclusive process and is based on matrilineal clan family relationship. If you want to participate in assisting in this process you should speak to your clan mother and discuss how you can help.

8 What will the vault be used for in the draft of your building?

As noted, the plans are a DRAFT and have not yet been passed in council. While you should really be asking Chief Arnold Jacobs of what his thoughts were when designing the building, one could assume he was thinking about the past and how one of the things that happened in 1924 when the British Crown came in to attempt to overthrow our confederacy, the first thing they did was steal our Wampum and our mace along with our minute books and other significant and historic documents of the Haudenosaunee. A vault can be temperature controlled and could house some of the very old paperwork and Wampum strings and belts that are currently housed with different families.

9 What is the position of the new self identified clause coming into our area?

I am not familiar with what you are referring to. Can you please clarify your question.

10 What is the purpose of the Daisy Group?

The Daisy Group was hired as lobbyists to assist the Haudenosaunee in organizing meetings with various political representatives in Ottawa. To make sure that the HCCC were given an equal opportunity to address some of the concerns about the ongoing development of our lands

when the municipality and/or the ministry continues to advise that they will only deal with the Six Nations Elected Band Council.

Daisy has organized meetings with MP's and staff to move the HCCC on to a more level playing field than what has been given them over the last couple of centuries since the imposition of the Indian Act council, including a meeting with the Prime Ministers Office.

Simply put, they were hired to assist with lobbying in Ottawa and helping the HCCC with messaging on related matters.

11 Please explain your deals with Enbridge Line 10?

The only agreement that the HDI have with Enbridge is an agreement to monitor the Line 10 replacement project. The HCCC do not have a deal with Enbridge.

Enbridge filed an application with the HDI for the Line 10 replacement project. The HDI had some extensive discussion regarding the Line 10 project because it was not a new line, but the replacement of some of the line in areas around Ancaster/Hamilton. It was decided by the Director of HDI that while we understand the HCCC and the people would not endorse the building of a new line because of the actions of the big corporations such as Enbridge and their disregard to the Onkwehonweh and given our ongoing support for the NODAPL; however the HDI would be negligent if they did not monitor the ongoing work of the Line 10 project because of the fact that the line was over 30 years old and we needed to know if there were any areas of the pipeline that might be compromised and also then, who is liable should something happen to that old line if we had stopped them from doing their upgrade and checking of the line.

The discrepancy with Enbridge came when they refused to have HDI monitors participate in the integrity digs which caused HDI to wonder what they were trying to hide. The integrity digs occurred at various areas and the whole purpose was to see how the line was holding up after all those years and it made no sense whatsoever that Enbridge refused to have HDI monitors on the integrity digs unless they had something to hide.

Two community members who also work for HDI were drawn in to a legal battle with Enbridge because they exercised their hunting rights in and around areas that Enbridge said was interfering with their work, which wasn't true since the hunting traps were set outside of their work area but once again the Haudenosaunee were drawn in to the court process and once again they lost and were found guilty because they were interfering with the financial stability of the big gas and oil companies. And let's not forget that that is really what it is all about.

In the meantime, the HDI continues to monitor the lines but there has been no direction from the HCCC on whether they are going to proceed with an agreement given the line is already in existence. HDI has provided our updates on the Enbridge file in our monthly reports to council.

12 What is the process of your Archeology? When bones are found do you just remove and carry on with whatever is to go on the property?

The HDI Archaeology Monitors main role is to monitor the Archaeology investigations that occur on the construction/development sites. The HCCC monitoring program was started as a result of Kanonhstaton when it was learned that the developer hires the archaeology consultant, but also has control over how much is 'found' and actually reported to the Ministry.

Our monitors are trained specifically from the Haudenosaunee perspective and so their understanding is about a relationship with the earth and all of creation and participating in the excavation of a find such as a village site would be like taking a look through a looking glass back in our peoples' life at that time. In the investigation process if there is a concern with anything that is discovered or questioned as to identification etc., our monitors notify their supervising monitor on the site as well as the consulting firm that has been retained by the developer. If bones are found the archaeology investigation is stopped immediately, and HDI monitors notify the office and arrange for our own osteologist to attend the site to verify the remains and provide HDI and the Archaeology consulting firm with its findings to determine if they are consistent with the consultant's osteologists. Work does not resume until the findings

have been identified and a course of action determined. The HCCC policy for burials is non removal and to leave them where they are, however, the Band Councils and first nations are required to follow Ontario's Archaeology Regulations which allow for the removal and relocation of remains in order for the development to proceed. The HCCC has attempted on at least three separate occasions to have the HCCC policy respected only to have the Band Councils work with Ontario in opposition to the Haudenosaunee resulting in removal of the burial site. HDI continues to lobby the Ministry of Tourism Culture and Sports as well as other ministries to have the outdated and racist policies of Ontario changed but as of yet, have not been successful.

13 What is your side of the story for the court case with Men's Fire?

The Haudenosaunee work within the principles of peace, respect and friendship. There are no 'sides' within the Haudenosaunee process other than the three sides of the fire in our council process. The HDI work under the same principles as the HCCC and attempt to have meaningful discussions no matter the issue so that the parties involved should feel as if they have been heard and their concerns addressed.

HDI has been openly transparent in their monthly reports to the Chiefs Council about all of the agreements and finances that have been generated through the land leases, and have undergone annual audits to satisfy the requirements of what would be considered an open and transparent process in any government.

Individuals speaking for the Men's Fire have made serious accusations and proceeded with unsubstantiated claims against the HDI and many of the HCCC's consultants/advisors without once coming to the HDI office to request the information that they have alleged the HDI has not been transparent about.

The litigation action is viewed as being part of an orchestrated attack on the Haudenosaunee Confederacy Chiefs Council process by the Crown through its Indian Act Band Council. The purported Men's Fire is being used as their mouthpiece.

The action by these men was actually prophesized by Handsome Lake when he talked about a time when the men would step over the Chiefs and regardless of how many times the HCCC attempted to warn their people, including some of those men, their minds were not open to what they were being told.

In simple terms, the actions of these men and others was a set up to distract the public from what was really going on, and that was the all out attempt to shut down the HDI, and get rid of the HCCC once and for all so that the Band Council could continue with creating the Municipality of Six Nations to finalize Duncan Campbell Scotts plan to get rid of the 'Indian problem' and dissolve any real sovereignty that still exists with the Haudenosaunee, while the Band Council accepts sovereignty under a foreign government such as Canada.

14 In your financial info please send me all of the energy deals contracts and how much you have made each year and what was expensed.

As explained in question # 5, any Haudenosaunee member is welcome to come to the HDI office to review all land leases. The last page of each audit shows how much revenue is received each year from the land leases, and there is also a line item in the audit which speaks to the expenses taken from the land lease funds. This information is reported in local media as well.

15 What is the process to apply for funds to get a community-wide survey done for Six Nations members on and off reserve? A proposal for 40k is completed already. This would give a better vision for the people to understand what everyone wants in the community and to ensure people who say they are working for the community have the opportunity to know the direction that needs to be followed after all the Confederacy is the people. This survey would be done

by the People for the People. This survey would not be electronic as outside Governments do not need access. The information would be kept in the community. The report would be given to everyone and would be expected to be implemented.

Anyone can make a request to the HDI and the HCCC for funding. You can contact our office for an application or submit your proposal by email to HDI2@bellnet.ca.

16 What does HCCC have in regards to Trust Funds from the past for our people?

The Haudenosaunee's trust continues to look after the interests of our people today even though the trust was stolen by the Crown as part of the 1924 attempt to overthrow the Confederacy Chiefs. The trust was being managed by Indian Agents from the fee's being collected on the land leases negotiated for the HCCC by Joseph Brant during the 1800's. The Crown agents were constantly mismanaging and abusing the trust relationship and any time the HCCC questioned the finances, the Indian Department would remove the guilty party and replace them with another. The trust was eventually completely stolen by the British Crown in and around the late 1890's - 1924 when the Crown ordered the dismantling of the HCCC and all other Onkwehonweh governments throughout Turtle Island, and set up their Indian Act Band Councils to enforce the Indian Act system because it was the only way they could 'control the Indians' in order to gain access to the lands and the resources.

The trust fund(s) has been used by the Crown to help build Canada, and they also use it as part of the funding process that Indian Affairs Canada provides to the Elected Band Council's for their annual budgets. Neither INAC or the Six Nations Band Council have any rights or authority to use those funds and the HCCC have on a number of occasions asked Ottawa for a full accounting of their funds, including most recently in 2006 during the negotiations over the former Douglas Creek Estates, but to no avail.

The Band Council re-opened the trust claim against the Crown when they walked away from the negotiations table and withdrew their support for the HCCC after being offered financial support from the Crown and after announcing 'Business as usual along the Grand' following a boat ride down the river with Ontario Ministers.

Since that time, the HCCC has been looking at possible steps, including intervening in the SNEBC court case against the Crown on the trust claim, since the Band was not the body in which the trust funds were established, they have no right to those funds.

This is also one of the reasons that the HCCC is working at re-establishing its trust fund from the land leases with the wind and solar development, and through engagement with companies that have become giant conglomerates off of the lands and resources that rightfully belong to the Haudenosaunee and other Onkwehonweh.

In closing I would like to thank you for your questions, and trust this has been of assistance to you. I look forward to hearing from you regarding the question I require clarification from and also should you require further information.

Questions received at HDI from Community Member on September 11, 2017

1 Can anyone from HDI or HCCC comment on the agreements they had with Kris Hill regarding the Burtch Lands? Ex.: Leases Agreements, Financials etc.

The Haudenosaunee Confederacy Chiefs Council gave the responsibility of the Burtch Lands to the HDI in and around November 2011.

In February 2013, the HCCC wrote the SNFA and advised them that they were to work out a lease agreement with the HDI for the Burtch lands for another five year term.

In April 2013, HDI reported to the HCCC that they were not successful in obtaining a lease from the SNFA and that other Six Nations farmers had shown an interest. HDI was provided approval to proceed.

In June 2013, the SNFA attempted to proceed farming of the Burtch lands without a lease with the HCCC resulting in the restoration being shut down temporarily. After meeting with Ministry of Infrastructure to clarify that the HCCC were overseeing the clean up and restoration of the Burtch lands for return to the Haudenosaunee and that the Haudenosaunee had not approved the SNFA to farm without a lease, the restoration work resumed, scheduled for completion in and around September 2013 and the farm lands remained dormant for the year. HDI attempted on several occasions to set up a lease with the SNFA but they did not want to lease through the HDI.

In April 2014, HDI entered in to a five year lease agreement with Kris and Ed Green. Mr. and Mrs. Green got the soil quality tested prior to the first year of farming and nearly \$60,000 dollars was spent to bring the soil quality up to standard for crops such as corn and soybeans.

In June 2015, the HCCC received \$30,000 from the lease of the Burtch lands which is \$100/acre. The \$30,000 was put in to the annual land lease funds and was part of the total of the land lease funds of \$677,470.00 accounted for in the April 1, 2015 - March 31, 2016 Audit report. The monies

were included with the \$659,740 amount that was distributed by the HCCC for community projects such as AW Recycling, the Residential School Survivors and many of the language programs who continue to go underfunded.

On Saturday, July 2, 2016, by order in council of the HCCC, Kris Hill was provided authorization to proceed with the farming of the Burtch farm lands.

On July 6, 2016, the HCCC wrote Premier Kathleen Wynne regarding the Burtch lands to address their concern that the Province was moving forward with registering the Burtch lands contrary to the agreement that the Crown had with the HCCC.

Regardless of their negotiated agreement, the Crown worked within its band system and registered the lands within a Crown entity to ensure the Crown maintained control over the lands.

2 How does the HCCC intend to receive lands back “under the Haldimand Proclamation of 1784”?

It doesn't. The HCCC does not use the Haldimand Proclamation as the basis for their land registry nor does it view the Haldimand as anything more than a document which provided that the Crown was acknowledging that area of land where the Crown's people were not supposed to go.

As far as the HCCC land registry, the Haudenosaunee have an understanding of a relationship with our Mother Earth as having been in existence for thousands of years as described in our Creation Story, since Turtle Island was made, or 'since time immemorial'.

The 1701 Treaty also known as the Nanfan, also describes an area of land base that the Haudenosaunee held prior to the Haldimand, and has been recognized by the Ontario Crown.

If the Haudenosaunee were going to use any Crown document to describe its land base, the Nanfan would be more accurate than the Haldimand, however both of these demonstrate that the Haudenosaunee were

accommodating the needs of the British settlers each time a treaty was made.

3 What implications does having a Canadian corporation have on the HCCC/HDI's “sovereignty”?

None. A Canadian corporation doesn't have any implications on HCCC and/or HDI's sovereignty.

Having a Canadian corporation is no different than having a Canadian drivers license, birth certificate, social insurance number or Indian status card. All of these documents are used to participate in a process that was designed for the Crown's side of the Two Row and simply provides the Crown identification of the individual who it is dealing with. being part of a corporation is like being an owner of a business. The Haudenosaunee have a relationship with the Crown known as the Two Row and when the HCCC does business in the Crown's side of the Two Row, a corporation is like a boat travelling the Crown's waters on behalf of the Haudenosaunee.

As far as Haudenosaunee 'sovereignty', the sovereignty of the Haudenosaunee comes from our Creator, not from any other country or nation, and therefore no other country or nation can jeopardize its status or take it away from you.

4 Can anyone comment on why the HDI's 2438543 Ontario Inc is being charged taxes in the amount of \$14,513.22? Why are sovereign lands being charged Canadian taxes?

The Ontario land registry is the process by which land's throughout Ontario are transferred. The Haudenosaunee land registry is the process by which the Haudenosaunee register its lands.

The Haudenosaunee do not recognize the Ontario land registry as legitimate as it was created by the Crown to hide the theft of Onkwehonweh lands and it only allows land purchasers opportunity to go back to the Crown patents but does not provide proof of how the Crown obtained the lands from the Haudenosaunee or other Onkwehonweh nations.

Ontario does not recognize the Haudenosaunee land registry as it challenges the Crown's process of obtaining 'title'.

The municipality from which the lands have been taken from upon purchase and placed in the Haudenosaunee land registry continue to bill the 2438543 corporation for land taxes the same way the City of Brantford billed the trustee's of the Mohawk Nation when it registered the lands at 110 Gilkison Street Brantford in Ontario's land registry after paying off the outstanding taxes owed by Peter Cook when he donated the land back to the Mohawk Nation.

The Haudenosaunee have written the municipalities and have advised that a municipality has no authority to levy a tax against a nation and have offered to sit down with the municipality to discuss a services agreement that does not include the payment of land taxes.

So even though the Haudenosaunee are being billed taxes, they have NOT PAID the TAXES and the HCCC continue to wait for the municipalities to respond to their invitation to sit down and discuss a relationship based on the Two Row and mutual benefit.

5 How does the HCCC/HDI justify using the Haldimand Deed in land negotiations?

As mentioned in answer to #2, the Haudenosaunee do not view the Haldimand Proclamation as providing 'title' to any lands since the British Crown did not have authority to give lands that it did not own, and the Haudenosaunee were already in possession of those lands as evidenced by the 1701 Treaty of Albany and set out in the Mitchell Map of 1755.

Supporting evidence that justifies the HCCC's reference to both the Haldimand and the Nanfan in discussions with the Crown was provided during an archaeological investigation of the lands where the Six Nations water pump station now sits along the Grand River next to the Chiefswood Bridge. In that area from the river toward Hwy 54 once was the site of an old Iroquoian village that was dated anywhere from 500 AD to 1300 AD. Ironically the Six Nations Band never completed the archaeology investigation in spite of the significance but that evidence

alone provides the Haudenosaunee with clear undisputed proof that our people were here long before the Haldimand. The Haldimand Proclamation was not about the British Crown giving lands to the Mohawks or any other of the Six Nations, it was about the Crown drawing lines for its own people to indicate where the white settlers were not supposed to go.

So you can see that our people were here long before Joseph Brant and others came here after the Revolutionary War.

If your question is referencing the negotiations of the former Douglas Creek Estates and the return of the Burtch lands to the Haudenosaunee as described in the letter from the Honorable David Peterson wherein he states that, "It is the intention that the land title be returned to its original state, its status under the Haldimand proclamation of 1784"; the wording was specifically requested by the people to ensure that the lands would be returned to the Haudenosaunee through the HCCC and not under the Indian Act Band Council system, otherwise the barricades would not have come down.

6 Who will be profiting off of current deals made using the peoples rights? Will the people see any compensation?

The Haudenosaunee view is always about the coming faces so it has not looked at revenue in the sense that some First Nations have for example, by handing out an annual payment to their current membership list. That does not mean the HCCC are not looking for ways to assist our people today and have been left with the thoughts of one of Onondaga Chiefs who always asked "How can we help our people" and so in the negotiations that thought is always on our minds.

The other thing that is important to understand is that the people gave the HCCC its founding principles of negotiations. They said they wanted land so they worked in to the negotiations a fund that the developer has to pay for land to be returned to the Haudenosaunee. They said no more surrenders so the HCCC worked out a lease that provides use of the lands and recognizes that the Haudenosaunee have not relinquished their interests in

the land regardless of who has "title" according to Ontario's land registry system. The people said they wanted compensation for land use going forward so the lease provides an annual income for 20 years to the Haudenosaunee to be used to help with the needs of our people. And the people said they wanted compensation for the land use of the past and the HCCC continue to encourage the Crown to sit down at the table with their appointed representatives.

It is important to recognize that the rights of our people come from treaties that were negotiated by the Haudenosaunee through the Whiskniyonwenstake (Five Nations), and not by individuals or as is often said, 'the people'. Nations make treaties, people do not, and so the HCCC are trying to be financially responsible so as not to follow the welfare mentality that the Indian Act legislation has set up with the current Band Council systems; but rather set up a process that will benefit the people through our clan families and nations.

The HCCC have begun by establishing a financial management board and the land lease revenue that is gained through the farming of Burtch lands, the Townline property, the Pauline Johnson Road property and the Greenfield road property are all put in the same account as the lease money being derived from the wind and solar farm projects that the HCCC have sanctioned.

We already know the HCCC has been focusing on the eight points of jurisdiction over the years which are: Great Law, Lands, Treaties, International Relationships, Citizenship, Installation of Chiefs, Ceremonies, and Justice/Law. Delegations have been appointed to work on these eight areas of governance, one of which is the HDI which deals with our lands and treaties. The HCCC has been making significant progress in all of the eight points of jurisdiction in its dealing with the Crown and strengthening the Nation.

The HCCC has also authorized the HDI to work with KPMG to establish a financial management plan for the Haudenosaunee. While that is an ongoing process, one of the things that we are concentrating on in the mean time is areas of governance. So far the areas established are: Culture, Human Resource Development, Health, Treasury, Land registry, Security, and Investments.

Once the revenues from the land leases began to flow, the HCCC have been able to financially support the Mohawk, Cayuga and Onondaga adult language programs at Grand River, they've provided assistance to an independent day care which has helped to keep the doors open and provide the much needed service to our parents, they've funded two new programs, one which focuses on our medicines and language and understanding the overall health and wellbeing of our people, and another which focuses on our toddlers and the creation of a day care program that will be based on our language and teachings. They have provided funding toward a Mohawk immersion school which is focusing on the language and teachings, they provided support to Kayanase, they provide on-going assistance to our Resource Centre so that our ceremonies don't become lost and that our people can get help when they need it. They invested in the recycling program to encourage the clean up of our territory, they've assisted with the fundraising for the new library, local and national lacrosse teams, baseball teams, the Six Nations Fall Fair, the list goes on.

Recently the HCCC hired two research staff to provide assistance with the ongoing battle with the Crown as to their taking the Burtch lands and putting it into a fee simple land registry under a Band Council corporation which was not what was agreed to when the barricades came down.

The HCCC also promotes their archaeology and environmental monitoring program which puts our peoples eyes and ears out on the land to make sure that the developer doesn't have opportunity to just turn his head if they come across something of significance.

And finally, the HCCC continue to invest in the future of our people, the main goal of our Confederacy being: "To continue to exist as Haudenosaunee".

And finally, the most frequently asked question of HDI since the Province registered the Burtch lands with the Band Council's corporate body:

If the issue is about the Burtch lands, WHY did the people put the barricades back up on Plank Road and begin setting up at Kanonhstaton again?

This question was raised by many people throughout the territory, even in local papers. To me the answer is simple. The Haudenosaunee Land Defenders are doing exactly what the people said they would do if the Crown didn't uphold their agreement with the Confederacy.

In 2006, when the barricades came down, it was after the Chiefs Council made an agreement with the Provincial and Federal Crown to return the lands back to the Confederacy in its original state, under the Haldimand Proclamation. The Band Council didn't exist at the time of the Proclamation and so the intent of the agreement was to ensure the lands were returned to the people of Six Nations in accordance with that understanding.

The Crown broke their promise on Burtch, so the people put the barricades back up. Simple as that. It's what happened after that gives insight into the depth of the dishonor of the Crown and its Indian Act Council.

Following threats of violence from actions of the Men's Fire, a band councillor, business owners and off-duty Six Nations police officers, the barricades were taken down by the Land Defenders to keep the PEACE which is first and foremost in the minds of the Haudenosaunee.

What hasn't been reported are threats of violence against women, their homes and families. Threats against employees of the Band Council and certain

businesses. People lost their jobs because they exercised their rights not only to protect the land, but also to attend the site to get information first hand. People were fired because they participated in a unity march to endorse the government of their choice.

The Ontario Crown used the words "return the lands to the Six Nations people" as an excuse for returning the lands to the Six Nations Band Council. They created the idea of division within our Confederacy. They worked behind the scenes to promote divisions by lending credibility to break off groups such as the Men's Fire, who were wooed by the Ministry of Aboriginal Affairs and Haldimand County to begin a political campaign against the confederacy through the HDI. They used lies, violence and the courts to try and take down the Confederacy just like they did in 1924. All of these things were done because the Crown is working with the Band Council and those other groups to try and undo everything the people accomplished in support of the Haudenosaunee Confederacy Chiefs Council.

This is another extreme effort to get rid of the Haudenosaunee Confederacy Council, appropriate their symbolism and their culture, place it on the Band Council, so they can finalize the ONLY true mandate of the Indian and Northern Affairs Canada: to rid the world of its 'Indian Problem', and welcome in their new 'municipality' - The Corporation of the Six Nations.

So now ask yourself, why did the barricades go back up?

Nya Weh

Hazel E. Hill, Director, HDI



1-844-445-4222

HAUDENOSAUNEE DEVELOPMENT HOTLINE

We want to hear from you. Questions on projects, negotiations, land rights issues or have a comment to make, call us and let's talk!

www.HaudenosauneeConfederacy.com

EXHIBIT B

This is Exhibit "B" to the Affidavit of
Aaron Detlor, affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.

Commissioner for Taking Affidavits

Court File No. 16-58391

SUPERIOR COURT OF JUSTICE

B E T W E E N:

WILFRED DAVEY AND BILL MONTURE

Plaintiffs

-and-**HAZEL HILL, BRIAN DOLITTLE, AARON DETLER,
HAUDENOSAUNEE DEVELOPMENT INSTITUTE, 2438543 ONTARIO INC.,
OGWAWIHSTA DEDWAHSNYE INC., ELVERA GARLOW**

Defendants

NOTICE OF MOTION

The defendants will make a motion to a Judge on * at 10:00 a.m. or as soon after that time as the motion can be heard at the Court House located at 45 Main Street East, Hamilton, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.**THE MOTION IS FOR:**

1. An Order dismissing this action for delay with costs payable by the plaintiffs to the defendants on a full indemnity basis.

2. In the alternative, an Order:
 - (a) dismissing as abandoned the plaintiffs' Mareva injunction motion brought by the plaintiffs and adjourned *sine die*, with costs fixed at \$23,850.06 and made payable forthwith; and
 - (b) an Order that the plaintiffs pay the defendants their costs thrown away of the certification motion brought by the plaintiffs and adjourned *sine die* fixed at \$11,292.09 and made payable forthwith.
3. their costs of this motion; and
4. such further relief as this honourable court may consider just.

THE GROUNDS FOR THE MOTION ARE:

1. The plaintiffs commenced this action by statement of claim issued on August 15, 2016.
2. The defendants delivered a statement of defence on October 11, 2016.

3. The plaintiffs served a motion seeking a mareva injunction on November 2, 2016 returnable November 17, 2016. This motion has yet to be heard after being adjourned 5 times, twice over the objections of the defendants.

4. The plaintiffs served a motion seeking certification of the action on March 9, 2017. This motion has yet to be heard after being adjourned over the objections of the defendants.

5. The plaintiffs changed counsel on August 17, 2017, almost 4 months after the adjournment of the certification motion on April 23, 2017.

6. The plaintiffs delivered a proposed Fresh as Amended Statement of Claim on October 20, 2017.

7. The plaintiff brought a motion seeking leave to issue the proposed Fresh as Amended Statement of Claim which was heard May 25, 2018 with reasons released September 12, 2018 granting them leave to issue it.

8. The Fresh as Amended Statement of Claim was served on October 2, 2018 and an Amended Statement of Defence was delivered on April 4, 2019. The Fresh as Amended Statement of Claim contains several new causes of action which were not

contained in the original Statement of Claim and also removes causes of action initially pleaded in the Statement of Claim.

9. Section 2 (3) of the *Class Proceedings, 1992*, provides that a plaintiff must bring a certification motion within 90 days of the later of the date on which the last statement of defence is delivered and the date on which the time prescribed by the rules of court for the delivery of the last statement of defence expires or otherwise with leave of the Court.

10. The 90 day period has passed and accordingly, the plaintiffs need leave of the Court to proceed with a certification motion and have yet to even seek such leave.

11. Since April 4, 2019, the plaintiffs have taken no steps to proceed with the action or the 2 motions which were adjourned *sine die*.

12. Section 29.1 of the Class Proceedings Act, 1992. Provides that the court shall, on motion, dismiss for delay a proceeding commenced under section 2 unless, by the first anniversary of the day on which the proceeding was commenced, (a) the representative plaintiff has filed a final and complete motion record in the motion for certification, (b) the parties have agreed in writing to a timetable for service of the representative plaintiff's motion record in the motion for certification or for

completion of one or more other steps required to advance the proceeding, and have filed the timetable with the court, (c) the court has established a timetable for service of the representative plaintiff's motion record in the motion for certification or for completion of one or more other steps required to advance the proceeding; (d) any other steps, occurrences or circumstances specified by the regulations have taken place. The plaintiffs have not served any motion for certification of the issues contained in the Fresh as Amended Statement of Claim.

13. Section 29.1 of the *Class Proceedings Act, 1992*.

14. Rule 24 of the *Rules of Civil Procedure*.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Aaron Detlor and the exhibits thereto; and
2. Such other material as this Honourable Court may consider just.

August 26, 2022

SHILLERS LLP
Barristers & Solicitors
402- 197 Spadina Avenue
Toronto ON M5T 2C8

David Shiller (30506Q)

Tel : (416) 363-1112

Fax: (416) 363-5557

Lawyers for the defendants,
Aaron Detlor, Haudenosaunee Development
Institute, 2438543 Ontario Inc., Ogwawihsta
Dedwahsnye Inc. and Elvera Garlow

TO:

JEFFREY KAUFMAN LAW P.C.

200-15 Prince Arthur Avenue
Toronto, Ontario M5R 1B2

Jeffrey A. Kaufman (LSUC #2171)

Tel: (416) 400-4158

Fax: (416) 964-6662

Lawyers for the plaintiffs

EXHIBIT C

This is Exhibit "C" to the Affidavit of
Aaron Detlor, affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.

Commissioner for Taking Affidavits

Redacted for Privilege

From: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>

Sent: Wednesday, August 31, 2022 11:04

To: David Shiller <david@shillers.com>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>; Griffin, Tracy (JUD) <Tracy.Griffin@ontario.ca>; Wilson, Mindy (JUD) <Mindy.Wilson@ontario.ca>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Judicial Appointment

Sent on behalf of Regional Senior Judge Sweeny –

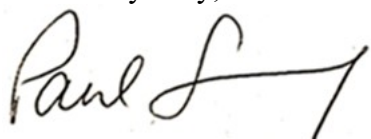
Dear Counsel,

RE: Davey v. Hill Court File 16-58391 (Hamilton) Judicial Appointment

Please be advised I have appointed Mr. Justice D. A. Broad to assume carriage as the designated Class Proceedings Judge in this matter.

Justice Broad's office will contact you shortly to arrange an initial conference call to discuss the first steps with regards to this matter.

Yours very truly,



Mr. Justice Paul R. Sweeny
Regional Senior Judge – Superior Court of Justice
Central South Region
bcc. The Honourable Mr. Justice D.A. Broad
cc. Hamilton trial coordinator
cc. Brantford trial coordinator

From: David Shiller <david@shillers.com>

Sent: August 26, 2022 3:22 PM

To: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Thank you for your email.

I attach the following electronic documents:

1. Draft Notice of Motion for a motion to have the action dismissed for delay under section 29.1 of the Class Proceedings Act, 1992 and Rule 24 of the Rules of Civil Procedure;
2. The Statement of Claim;
3. The Statement of Defence;
4. The Fresh as amended Statement of Claim; and
5. The Fresh as Amended Statement of Defence

The affidavit material in support of the motion is nearing completion. Please let me know if you would like me to send it to you upon completion or whether Mr. Justice Sweeney would like to see any other documents.



David Shiller
david@shillers.com
 Tel (416) 363-1112 ext. 226
 Barristers & Solicitors
 197 Spadina Avenue, Suite 402
 Toronto, Ontario M5T 2C8
 Fax (416) 363-5557

This email communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you. • L'information apparaissant dans ce message électronique est légalement PRIVILÉGIÉE ET CONFIDENTIELLE. Si ce message vous est parvenu par erreur, vous êtes en conséquence prié de nous aviser immédiatement par téléphone à (416) 363-1112 ou par courriel. De plus veuillez détruire ce message immédiatement. Merci. • Este mensaje va dirigido, de manera exclusiva, a su destinatario y contiene información CONFIDENCIAL Y SUJETA AL SECRETO profesional, cuya divulgación no está permitida por la ley. En caso de haber recibido este mensaje por error, le rogamos que, de forma inmediata, nos lo comunique mediante correo electrónico remitido a nuestra atención o a través del teléfono (416) 363-1112 y proceda a su eliminación, así como a la de cualquier documento adjunto al mismo. Gracias.

From: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>

Sent: Tuesday, August 2, 2022 9:30 AM

To: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; David Shiller <david@shillers.com>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Good morning,

RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Thank you for your email. Kindly provide an electronic version of your material setting out your matter for Mr. Justice Sweeney, RSJ's review for assessing this re-assignment.

Kind regards,

Nancy Strawinski

A/Administrative Assistant to Regional Senior Judge Sweeney

Superior Court of Justice – Central South Region

45 Main Street East, Suite 721, Hamilton, L8N 2B7

Tel: 905-645-5323 Email: Nancy.Strawinski@ontario.ca

From: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>

Sent: August 2, 2022 9:23 AM

To: David Shiller <david@shillers.com>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>; Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

I have copied Nancy from the RSJ's office here. I believe she will be able to assist. To my knowledge it has not been re-assigned as of yet.

From: David Shiller <david@shillers.com>

Sent: July 29, 2022 4:29 PM

To: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

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Ms. Kartalianakis, thanks for your response. Could you please let us know if this matter has been re-assigned?

Thanks



David Shiller
david@shillers.com
 Tel (416) 363-1112 ext. 226
 Barristers & Solicitors
 197 Spadina Avenue, Suite 402
 Toronto, Ontario M5T 2C8
 Fax (416) 363-5557

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From: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>

Sent: June 28, 2022 3:10 PM

To: wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>; David Shiller <david@shillers.com>

Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Justice Lococo is not longer sitting. I will need to speak to the Regional Senior Judge's office to see who it can be re-assigned to.

From: wilfred davey <wilfreddavey@gmail.com>

Sent: June 28, 2022 3:02 PM

To: Victoria Pileggi <victoria@kaufman.law>

Cc: Jeffrey Kaufman <jeff@kaufman.law>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; david@shillers.com

Subject: Re: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

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Yes, please proceed.

On Tue, Jun 28, 2022 at 2:59 PM Victoria Pileggi <victoria@kaufman.law> wrote:

Hello Ms. Kartalianakis,

I hope this email finds you well. I am responding on behalf of Mr. Kaufman who represents the representative Plaintiffs in this class action. We wish to proceed with setting a date for the certification motion. We have been ready to proceed although Mr. Shiller has been seeking to have this case dismissed. It would be beneficial to have a case conference with Justice Lococo to deal with these matters. Please let us know if you require any further information. Thank you for your time and have a nice day,
 Victoria

EXHIBIT D

This is Exhibit “D” to the Affidavit of
Aaron Detlor, affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.

Commissioner for Taking Affidavits

2017 ONCJ 705
Ontario Court of Justice

R. v. Green

2017 CarswellOnt 16537, 2017 ONCJ 705, 142 W.C.B. (2d) 505

**HER MAJESTY THE QUEEN AND LESTER
GREEN and WILLIAM MONTURE**

P.N. Bourque J.

Judgment: October 20, 2017
Docket: Brantford 16-1177

Counsel: E. Slater, for Crown
A. Furgiuele, for Defendants

Subject: Criminal; Evidence

Headnote

Criminal law --- Defences — Defence of property — Dwelling house and real property — Removal of trespasser

Complainant attended meeting with directors of First Nation development institute and group of accountants — After some words were spoken at meeting, complainant was manhandled out of building — Complainant was grabbed and pushed and suffered some minor injuries — Two accused were identified by complainant and were charged with assault — Accused found guilty — There was clearly power struggle between groups — Even if there was air of reality to peaceable possession, there was no subjective belief that accused believed they were in peaceable possession of territory and lands of people they purported to represent — There was no air of reality to assertion that complainant had no entitlement in law to be on property — There was no evidence that complainant was taking action upon any property — Accused were not justified in using any force, and thus force used was unreasonable — Consideration was given to "traditional governance", but it was not accepted that there was any consensus of people that complainant needed removal.

TRIAL of accused on charges of assault.

P.N. Bourque J.:

The Facts

1 On its face, this matter is not complicated. On April 26, 2016 the complainant (Robert Aaron Detlor) was at a meeting. Several persons came into the meeting and after some words were spoken, the complainant was manhandled out of the room and indeed out of the building. He was assaulted by the various grabbing and pushing of his person which caused him some minor injuries.

2 Two of the persons who were part of a group (at least 5 persons) were identified by the complainant and have been charged with assault.

3 The apparent simplicity of this event ends at this point.

4 The complainant (a self-identified First Nations person) was a lawyer and was counsel to the Confederacy Chiefs Council of the Haudenosaunee people. He maintained an office in the building where these events happened. The building was located on the Six Nations Reserve #40. The meeting was with several directors of the Haudenosaunee Development Institute and a group of accountants. The defendants are First Nations people of the Haudenosaunee, and represent a faction known as the Men's Fire. This altercation happened in the context of some wider political issues between these groups.

5 Ultimately the defence put forth involves an understanding of the underlying dispute and section 35 of the *Criminal Code*. It also involves some understanding of the system of traditional governance of the Haudenosaunee people.

Crown's Case

Robert Aaron Detlor

6 ...is a lawyer and of First Nations heritage (Mohawk). He testified that he has been a lawyer for First Nation issues for some 20 years and for the past 10 years, has been the lawyer for the Haudenosaunee Development Institute ("HDI"). They are the largest community in the Six Nations who reside in and outside the reserve lands near Brantford, Ontario. He describes that the HDI have a building at 16 Sunrise Court, Ohsweken. It is a multi-use building which includes offices and meeting rooms. He stated that the HDI allow him to use an office in the building and he occupies that space when he is doing HDI business. He maintains an office at another location.

7 He states that on April 26, 2016, he was preparing to attend a meeting with several of the Chiefs and Clan mothers. Invited to the meeting were representatives of the accounting firm KPMG.

8 He stated that he went into a meeting room and sat down at the conference table. As people were gathering in the room, he noticed some five other persons come into the room. A man named Brian Dolittle was sitting on his right. The defendant William Monture, came up to him and told him he had to leave. The witness in his statement to the police stated that Monture told him that he was being "evicted" although the witness did not use this word in his evidence in-chief.

When confronted with this discrepancy, the witness stated that Monture could have used the word "Evicted". I find as a fact that Monture did use this word and did so more than once.

9 The witness also in one exchange with defence counsel indicated that in response to the question of whether these events took place on First Nations Lands (meaning the reserve property) the witness indicated that all of this country's lands are First Nations lands.

10 The witness indicated that this exchange went on for a minute or so and as he made no move to leave, Monture came up to him and pulled on his arm in an attempt to get him up and out of his chair. The defendant resisted. Another person came up and tried to pull on the other side. Eventually, several persons joined in and the witness was literally carried out of the room. In the hallway the witness regained his feet and was escorted down some stairs. I note that in his evidence, the witness stated that he was also punched. In his statement to the police, he did not indicate that he was punched. I find as a fact that he was pulled and shoved and manhandled, but I do not find that he was "punched". I also find that the picture, which is Exhibit 2, shows the witness grabbing one of the person's around him, not throwing a punch at him.

11 At one point, the witness grabbed onto a pole and one of the persons (Wilf Davie) handed him a letter. It was filed as Exhibit 1. While it is dated April 24, 2016 and purports to have been mailed to the witness's business address, the witness had never seen that letter before. It sets out some matters where a group known as Men's Fire (of which each of the two defendants are expressed members) has a serious disagreement with the witness and accuses him of breach of an agreement with the Men's Fire (which the witness denies).

12 It also makes reference to a McClung Properties project, which was a development project on the reserve which the Men's Fire group objected to. I point out now that I never had any detailed evidence of any of the allegations made against Detlor. For the purpose of this judgment, I am not able to make any determination as to whether anyone had any legitimate grievance against Detlor. For the purpose of the judgment, I note only that there were expressed grievances.

13 The witness then spoke to the persons around him and asked to return to his office and that was refused. He asked for some things out of his office and they were brought to him. The witness then walked out to his car while "escorted" by several of the men and he got in, and eventually drove to the police station and there made a complaint and gave a statement to the police. After that was complete, he drove off the reserve and was followed by cars driven by men of the Men's Fire.

14 The witness gave a great deal of evidence concerning some of the history of the Six Nations people and several aspects of their past and a present organization. He stated that the Six Nations formed a confederacy and lived outside of and on reserves in Ontario, Quebec and some northern American States. The structure moves upwards from the family, to the clan, to each nation and then to the confederation. He described the Clan Mothers as leaders of the families whose authority

was over issues of hearth and home. The Chiefs were the leaders of clans. It was his view that the Clan Mothers had certain authority and on occasion they would meet.

15 He was cross-examined about the role of the Men's Fire. He denied that this group was a historical part of First Nations governance, and stated it was first seen in the mid-18th century and indeed its real existence only arose from the 1970s. He adamantly denied that the group had any legitimacy in First Nations governance either historically or in recent times. He did acknowledge that there were groups who self-identified as the Men's Fire and that the two defendants identified themselves as part of this group.

16 He was cross-examined about his status and reputation in the Six Nations community and he acknowledged that there were a small minority of people who believed that he and the HDI had mismanaged funds and he was the subject of rumors and negative press reports about his billing practices.

17 At the end of his testimony, defence counsel attempted to get him to admit that he was not punched or kicked and indeed was merely pushed and pulled out of the meeting room and the building. He was adamant that he was punched and really felt that these defendants may have been planning a more serious attack upon him.

18 With regard to Exhibit 2, (referred to above), it sets out some of the justification by the defendants (and others) as to why Detlor was being expelled by the Men's Fire. It is somewhat disjointed in all of the things that it refers to, but in the first sentence it states that the letter is being served upon him "Pursuant to Rule Notice to Trespassers and Squatters". It then cites some historical treaty law and goes on to state that the defendant is somehow in breach of a "Non-Compete Agreement with Hodisdeagahda Men's Fire".

19 It also refers to some agreements with Empire Homes and a development referred to as "McClung Properties". Finally, it accuses Detlor of soliciting on the Six Nations Territory of the Grand River and directs him to cease doing so.

Hazel Hill

20 ...is the Director of HDI, and was present in the Great Building (16 Sunset) at the offices of HDI. She stated that HDI leases these offices from the trustees of the building. She was not aware of any ownership of the building beyond the common ownership of the Haudenosaunee people.

21 She stated that she was preparing for a meeting that morning with Aaron Detlor and the accountants and others. She was in her office right beside the boardroom. She saw Bill Monture walk by with two other people. She did not think anything untoward, as Monture had been to the offices several times before. She was aware he was a leader of the Men's Fire movement.

22 She stated that she began to hear voices and they were rising in volume. She heard the voice of Aaron Detlor and the voice of Bill Monture. She heard Detlor saying "No" and "No, I'm not". She went into the room and saw Monture attempting to pry Detlor out of his seat. There were others around Detlor trying to do the same thing. She asked someone what they were doing and was told that Detlor was being removed. She at first thought it was a joke but she was told they were serious. They were intending to take him off the "territory" which she understood to be the reserve. She ran down the hall and directed the receptionist of HDI to call the police and she called their communications consultant (their paid consultant runs a newspaper that prints articles supportive of the HDI and the Confederacy).

23 She stated that she saw that Detlor was being carried out of the meeting room and into the hall. She heard Monture state that they were taking Aaron out. There was a great deal of confusion and Detlor was struggling and holding onto the doorways and eventually grabbed onto a post in the hall. One of the men said that the Clan Mothers had directed them to do this. The witness asked which mothers and he said "you will see". At one point, she saw both of the defendants with their hands upon Detlor carrying him out. She never saw anyone punch or kick Detlor but Detlor was struggling. They then went downstairs.

24 At one point, Monture came to her and asked her to get Detlor's briefcase and some other things from his office. She did so and gave them to Monture. The acting director Lorie From confronted some of them and they said they were acting under the direction of some of the Clan Mothers.

25 Detlor then left in his car and several vehicles driven by the Men's Fire members followed him.

26 The witness spoke of a continuing disagreement between the Chiefs, the Confederacy and HDI on one side and the Men's Fire and some Clan Mothers on the other, about issues concerning the handling of development issues inside the reserve lands. The two newspapers on the reserve were on each side. The witness was aware of the continuing disagreements about how the development was to take place and the details of the finances of the HDI.

27 With regard to the Men's Fire, this witness was aware of it and on some occasions had supported their initiatives. Indeed the HDI and Chiefs had sometimes supported them. She was reluctant to give them status in Six Nations governance, but she admitted that they believed that they were acting upon instructions of several Clan Mothers and they subscribed to the Haudenosaunee way of life. She described a previous group of the "young men" whose duty was to carry out the wishes of the clan.

28 She described several of the Clan Mothers (one of whom was Janice Henry) who were concerned about the finances of HDI and sought financial information from her.

29 She stated that the issues HDI was dealing with involved a great deal of money and there was a real difference of opinion between the HDI and the Men's Fire (and some Clan Mothers) about these issues.

Misty Hill

30 ...was a secretary at the HDI offices. She was there on April 26, 2016. She saw Monture and several other men with Men's Fire jackets on going up the hall to the meeting room. She heard some commotion and saw Detlor being carried down the hall. She confirms several aspects of Hazel Hill's evidence.

Janice Bomber

31 ...was also a secretary working at the HDI offices on April 26, 2016. She recalls seeing the defendant Monture coming up the stairs and moving towards the board room. He was with 4 or 5 other men. They were members of the Men's Fire. She then heard some raised voices with the voice of Monture saying: "Come on Aaron, we're here to remove you from this office". She heard Aaron say "No". She heard Monture say this more than once. At one point, she heard Monture say, "Go and get more guys". She heard much scuffling and moving of furniture. She could not hear much else of what was being said.

32 In cross-examination, it was pointed out that she did not tell the police that Monture say anything other than "Come on, Aaron". She insisted that Monture said these other things. I note that she has spoken to many other people about this matter in the meantime (including Detlor and Hazel Hill). I will accept what she said to the police some two days after these events as her best evidence of what transpired that day.

33 She then saw, about 5 to 10 minutes after they first went in, Detlor being carried out of the room and down the hall past her office. She stated that both defendants were carrying him. She also stated that Detlor was looking dishevelled and his shirt was ripped.

Tracey General

34 ...was the receptionist at the HDI office on April 26, 2016. She recalls that Monture and 4 other men walked past her that morning back towards the meeting room at the HDI offices at about 10:00 a.m. She knew Monture as a member of the Men's Fire. He asked her if Aaron was there. The next thing she remembers is Hazel Hill came out and told her to call the police. She called and when they answered, she handed the phone to Hazel. She saw them carrying Aaron Detlor out of the office.

Brian Doolittle

35 ...is a director of the HDI and he attended at the HDI offices that morning for a meeting with Aaron Detlor, Hazel Hill and the accountants from KPMG. At just after 10:00 a.m., he was sitting in the boardroom with Aaron Detlor. He had met Aaron Detlor about 10 years before when he had been consulted about a land deal concerning the Six Nations.

36 About 5 men came into the room led by Bill Monture and Monture says "Come on, you're leaving". Aaron says he is not leaving.

37 That keeps up for a little while. Monture then grabs Aaron by the arm and another person named Gun grabs his other arm. They were trying to get him out of the room but could not get him up. Monture called for more people to come in and several other men came into the room. They carried Detlor out of the room. The witness stayed in the room and did not see anything else. The witness was of the opinion that no one could give Monture any authority to evict Detlor from the building. Detlor was struggling as they carried him out. They did not assault him in any other way.

Admission

38the defendant Lester Green spoke to a police officer at the scene and told him that Lester Green said that he and other members of Men's Fire grabbed Aaron and picked him up and removed him from the workplace and took into hallway and escorted him outside to his vehicle.

The Defence

Tekarontake (aka Paul Delaronde)

39 ...was certified by me as an expert on Six Nations traditional pre-Columbian history and governance. As I indicated in my ruling (Appendix "A" to this judgment), his knowledge was from the oral history that he grew up with and his continuing study of that history since. He lived in several locations in Canada and the United States both on and off the reserves. He had been certified as an expert in a case in New York State and has spoken to many government and non-government agencies in North America and Europe.

40 The history of these people is not without complexity, and in reciting the gist of his evidence, I am aware that some of the distinctions drawn are very subtle, and the language of the Haudenosaunee does not always translate directly into concepts that the English language can express accurately.

41 At the centre of their tradition is the land which, because it is indivisible, is not subject to our notions of ownership and division. He made that point that exclusion from the land is rare and happens only when a person is misusing it in some fashion.

42 The central organization runs from the family, which was called "clans" by the Europeans. The first authority of the family appears to be matriarchal, although it is not so much as "authority" as a mechanism for bringing "problems" to the attention of other families.

43 As a further complication, the concept of "Nations" (i.e., the Six Nations) is not something that the Haudenosaunee ever applied to themselves. For convenience, groupings of families were given names usually based on some descriptor of the land they were occupying. The names we describe these "Nations" are entirely given by the Europeans. For example, they never described themselves as "Mohawks" or "Senecas".

44 There is a concept of the "Great Peace" or as the witness called it "The Great Path". This seemed to consist largely of procedural issues that describe a method of governance where issues came to the attention of the whole, by first coming to the attention of a family, who would then bring it to a wider grouping depending upon the consensus. If the families believed it needed a wider discussion, it could eventually come to a grand council.

45 With regard to the Clan Mothers, it was the view of the witness that they did not call meetings among themselves. When larger meetings were called, the Clan Mothers role was to attend with the Chief and oversee his activities, and remind him of the collective will of the family.

46 He described all men and women as having their respective "Fires". The men collectively would be the Men's Fire and the women the Women's Fire. The women would take part in domestic issues and the men were involved in external issues.

47 The witness was adamant that these respective "Fires" had a long history and was not just a recent creation of political movements of the 70's or 80's. In that sense, he was in conflict with the witnesses called by the Crown.

48 He was asked what would happen if a Clan Mother felt that someone should be expelled from the community. The witness stated that this is not something that a Clan Mother would initiate but she would be speaking after there was some consensus in the family. He spoke of a series of "warnings" which should be given to the individual and this could be followed by an expulsion. I had the impression it was a very rare event and not to be taken without some real justification. This issue was explored in cross-examination. The witness believed that there were certain situations where the actions were so egregious, that action could be taken without seeking a wider consensus. I had the impression that these were situations of violence and perhaps "espionage". He gave as an example the historical killing of several Jesuit priests, who had been executed because they had betrayed information (which led to attacks by soldiers). I did note however that even in this situation, he described that there had been a "trial".

49 The witness agreed that many of his people do not follow the way that he has described as they have lost the knowledge for many reasons, including the loss of their language over the years.

William Monture

50 ...is 61 years of age and is a resident and member of the community in the Six Nations reserves. He is married with children and grandchildren. He has worked several occupations including as a contractor and merchant. He was exposed by his grandfather to the ways and traditions of his people. He was and is a member of the Men's Fire and believes that all male persons of the community are entitled to be members but he believes that there are about 50 active members of the Men's Fire.

51 He spoke of several issues concerning the aspects of development in the lands claimed by his people. When the HDI was first instituted in the mid-2000s, he believed it was a good thing in that it would make sure that development took place which was of benefit to all.

52 He met Aaron Detlor about this time and came to know him. Detlor acted for him on a successful appeal of a fine he had received for operating a quarry.

53 As time went on, he became dissatisfied with the lack of transparency in the governance structure of the HDI. He believed that the members of the board should be selected by the community and not by the people (including Detlor) who were running HDI. He was also unhappy with some of the specific development issues and HDI'S handling of them.

54 He stated that in November of 2015, he also became unhappy with Detlor as he had purported to represent him in a land claims issue but took steps which were not in accordance with the witness's instructions.

55 In March, 2016, at a meeting of the Men's Fire, two Clan Mothers brought to the attention of the Men's Fire their dissatisfaction with the lack of transparency in the operations of the HDI and specifically, their belief that Detlor was largely responsible. They requested that something be done. The witness stated that he and other members of the Men's Fire considered this for several weeks before taking the action that they did on April 26, 2016. The witness spoke of Detlor being in breach of his contract to take steps on behalf of the community with regard to specific land transactions.

56 He led the organization of Men's Fire to the Great Building on April 26, 2016. He stated that one Will Davies had drafted a letter to Detlor setting out their demands. He signed it along with the defendant Green.

57 He stated that he went into the meeting room and stood across from Detlor. He stated that he asked him to leave some five times. He was not clear in his evidence about whether the leaving

was for the building or for the entire reserve. In any event, men of the Men's Fire did escort him to the edge of the reserve territory. He stated that the defendant smirked at him and clenched his fist and pushed his chair (which he was sitting in) back against the wall. He stated that he went up to Detlor and he alone lifted Detlor out of his chair. He stated that others came up and Detlor was lifted out of the room. He saw him being carried some 75 yards to the stairs when the defendant regained his feet and was given the letter by Will Davies. The witness went up to Detlor, who asked for his things and the defendant went and spoke to the witness Hazel Hill and he got them and gave them to Detlor. He said that Detlor was walked out of the building and Detlor went to the nearby police station to file a complaint.

58 It was the substance of this defendant's evidence that the actions he took were for the good of the community as understood by him and as expressed to him by two Clan Mothers at the March, 2016 meeting. He never stated that anyone "authorized" him to carry out these actions. It was his assertion that as a member of the Men's Fire, he had a "responsibility" to carry out this action in furtherance of his responsibility to protect the community.

59 In cross-examination, the Crown took the defendant through the letter of April 24th. He admitted reading and signing it but not writing it. He stated that the letter did not list all of the grievances he had with Detlor and indeed did not speak specifically of the need to remove him to protect the community. Rather it spoke of a breach of some sort of agreement with the Men's Fire and Detlor's interference in agreements between a developer and the Men's Fire. In the course of this line of cross-examination, the witness stated that he and others had commenced a lawsuit against Detlor and others for millions of dollars for the damages he says were done to their community.

60 In cross-examination, it was put to him that he clearly was confronting Detlor by telling him to leave, but the witness disagreed. The witness stated over and over again that he was merely asking Detlor to leave.

61 The witness admitted that while he was an adherent of the Men's Fire movement and indeed the traditional governance of the Haudenosaunee, there were many others in the community who took a different view. He was of the view however that if these contrarians fully understood the history of their people, they would be in agreement with him.

62 The defendant was asked whether this remedy of taking someone out of the territory was something that had ever been done before. He prevaricated in his answer and gave examples (where people were committing crimes of violence) but could not say it had ever happened in his lifetime. He was strongly cross-examined about what would the effect of the action be and he agreed that Detlor could probably still carry out his activities from off the reserve site, that is, be the solicitor to the HDI. As a final, and I believe somewhat telling final answer to this question, the defendant

said: "When he was removed from the territory I hoped that he would not come back and people would smarten up and realize what is going on here..."

63 I can only assume from this response was that he was trying to impress upon his own people that this person should not be handling their affairs. In other words, it was a call to his people as opposed to taking an action to rid the territory of a dangerous person.

Lester Green

64 ...is a resident of the Six Nations reserve and is also a member of the Men's Fire. He gave evidence similar to that of William Monture, as to the purpose and works of the Men's Fire organization. He also spoke of a couple of occasions when the Tribal Council (and specifically Hazel Hill) supported various actions taken by the Men's Fire in furtherance of the objectives of the residents of the Six Nations.

65 He stated that there had been a concern for about two years about the actions of Detlor. He also stated that this was a subject of meetings of the Men's Fire. He explained that these meetings were usually with about 20 to 40 individuals. At two meetings on March 9th and March 16th of 2016, two or three Clan Mothers were present who expressed their concerns about Detlor and the Chief's Council. Their concerns were about not being able to get documents from HDI and about being treated dismissively by the Council. In the witness's words, "They wanted us to do something but did not tell us exactly what to do".

66 He stated that for about one and-a-half months following, there were attempts to get more information and to discuss amongst the Men's Fire, what action to take and it included discussions of expulsion of Detlor from the territory. By the 24th of April, they had decided to take Detlor out of the territory. A letter (Exhibit 1) was drafted by another person but the witness signed it (along with the other defendant). After much prodding by the Crown, he admitted that a lot of the concerns that they had about Detlor were not contained in the letter. He also admitted that he refers to civil remedies to be taken against Detlor if he returns, including applying to civil courts for injunctive relief and damages.

67 With regard to the actual incident, the witness did not witness any blows being struck against Detlor. He also said that he did not see Detlor strike any blows but then stated that he saw him cock his arm as if to make a blow. The Crown after much prodding also got the witness to admit that Detlor did not leave the meeting room and building under his own free will and indeed at the close of his testimony, stated that Canadian criminal law did not apply upon the reserve. Indeed the witness stated that the point to taking action against Detlor was to eventually take action against HDI.

The Law

The Criminal Code

68 Section 265(1) of the *Criminal Code* sets out the definition of assault:

265(1) A person commits an assault when

- (a) without the consent of another person, he applies force intentionally to that other person, directly or indirectly;
- (b) He attempts or threatens, by an act or a gesture, to apply forces to another person, if he has, or causes that other person to believe upon reasonable grounds, that he has, present ability to effect his purpose;

69 There are several sections of the *Code* which excuse, what would otherwise be an assault because of certain extenuating circumstances including:

35(1) A person is not guilty of an offence if

- (a) they either believe on reasonable grounds that they are in peaceable possession of property or are acting under the authority of, or lawfully assisting, a person whom they believe on reasonable grounds is in peaceable possession of property;
- (b) they believe on reasonable grounds that another person
 - (i) is about to enter, is entering or has entered the property without being entitled by law to do so
 - (ii) is about to take the property, is doing so or has just done so, or
 - (iii) is about to damage or destroy the property, or make it inoperative, or is doing so
- (c) the act that constitutes the offence is committed for the purpose of
 - (i) preventing the other person from entering the property, or removing that person from the property, or
 - (ii) preventing the other person from taking, damaging or destroying the property or from making it inoperative, or retaking the property from that person; and,
- (d) the act committed is reasonable in the circumstances.

35(2) subsection (1) does not apply if the person who believes on reasonable grounds that they are, or who is believed on reasonable grounds to be, in peaceable possession of the property does not have a claim of right to it and the other person is entitled to its possession by law.

70 The Crown generally has the burden of proving this offence beyond a reasonable doubt. The defendant admits that they applied force to Detlor without his consent. This trial therefore must be decided taking into account that the defendants assert that they were taking the action they did in the defence of their property.

71 The defence of property defence, under section 35, will be successful if:

1. The defendant must show that all of the matters in 35(1)(a) to 35(1)(d) have an "air of reality" to them. (1-the items referred to within 35(1)(b) and 35(1)(c) are "disjunctive");
2. The Crown is unable to disprove any of the items from 35(1)(a) to 35(1)(d) beyond a reasonable doubt.

Findings of Fact

72 As a result of all of the evidence heard in this case, I make the following findings of fact:

1. The acts complained of in this case took place upon the Six Nations reserve (#40) near Brantford, Ontario. The assault took place inside a building called the Great Building for which no individual ownership is assigned. The building is used as a centre for various cultural events and programs by and for the Haudenosaunee people and in the building there are offices;
2. All of the persons involved in this matter are identified as part of the Haudenosaunee people. As such, they have a claim to the land of the Haudenosaunee people;
3. The organization called Haudenosaunee Development Institute is an organization set up and answerable to the Haudenosaunee people. It does not appear to have any corporate status (under any federal or provincial legislation). The evidence is unclear as to who "controls" it beyond the wishes of the Confederation Chiefs. It has several directors (of which Hazel Hill and Brian Dolittle are two). Its ostensible purpose is to represent the Confederation Chiefs in any development issues which involve the reserve or its people. It clearly has a mandate within the confines of the reserve, although I am not sure if it also acts outside the confines of the reserve. I say this because there were several references in the evidence to certain actions by band members outside the reserve, and there was discussion of the Haudenosaunee having active claims to lands well outside the reserve boundaries;
4. At the time of these incidents, Aaron Detlor was a lawyer and was occupying space within the space leased to HDI (although he had no formal lease arrangement with anyone), which he used when he was acting as legal counsel to the HDI;
5. There is conflict among many of the people as to the role, duties and responsibilities of several active groups including the Confederation Chiefs, the Clan Mothers, the Men's Fire,

and others. This is exemplified by the fact that in the reserve, there are two newspapers, one of which is critical of the HDI and the other which is funded by and supportive of the HDI. That the HDI felt it necessary to fund a newspaper to get its "views" across to the Haudenosaunee people speaks of the level of conflict and disagreements among the various factions. At the heart of the disagreement (as evidenced by the letter which is Exhibit 1) are issues of developments upon the reserve lands. I never had any real evidence about these issues and can make no findings as to the specific role of Detlor in any of them other than that fact that he was counsel to the HDI. The people who are involved in the legislative mandated structure of the reserve are dismissive of the Men's Fire. They do not give it any real authority or power. By the same token, the Men's Fire is dismissive of any body which is legislated by the "settler governments" (i.e., Canada) and does not feel that they have any legitimacy as they do not represent the traditional governance structure, and thus, do not represent the "people". Clearly this is a recipe for political conflict;

6. There was evidence that at least one Clan Mother had attended at the HDI offices shortly before these events to obtain financial statements concerning the activities of HDI. She was not satisfied with the response she received;

7. On April 26, 2016, Aaron Detlor was at the HDI offices and engaged in HDI business. He was preparing for a meeting between himself, several directors of HDI and their accountants from KPMG. He was sitting in the boardroom with Brian Dolittle. The defendant William Monture entered the boardroom with at least three other persons. William Monture told Aaron Detlor that he had to leave. He used the word "evict". Aaron Detlor protested and indicated that he was not going to leave. A short conversation of approximately a minute ensued. The request to leave was made several times. Aaron Detlor asked several times why he was being asked to leave but no explanation was given at that time. Aaron Detlor remained seated in his chair. William Monture went up beside Aaron Detlor and placed his hands upon Aaron Detlor and attempted to lift him up from the chair. Aaron Detlor passively resisted. A second person (identified by some witnesses as Gun) came to the other side of Aaron Detlor and placed his hands upon him and attempted to assist Monture in the removal of Aaron Detlor from the chair. There was further resistance from Aaron Detlor and he remained in the chair. Monture called for more help and several other persons (who had arrived with Monture) including the defendant Green came into the room. The persons eventually succeeded in removing Aaron Detlor from his chair and carried him out of the room. At this point the defendant Lester Green was part of this group and assisted and indeed placed his hands upon Aaron Detlor;

8. Aaron Detlor was carried out of the room struggling. He attempted to impede their progress by grabbing onto the door frame, but to no avail. He was carried into the hall. At one point, he was able to grab onto a pole in the hall and his progress was stopped and he regained his feet. At that point, he was handed a letter (Exhibit 1) and that was the first time he was given any indication as to the reasons for his expulsion, although I find he was clearly aware of the many issues which was causing criticism of him by several persons in the Haudenosaunee

community. Even though he had some knowledge of discontent, I specifically find that he was not given any warning that this action was being contemplated against him. In that regard, I find that the expert's evidence that people facing expulsion would be given warnings, was not followed in this instance. After a short time, Aaron Detlor asked to go to his office and this was refused but Monture agreed that he would have his briefcase and some other items from his office. Monture obtained these items for him. He was then escorted from the building to his car. He went to the police station to give a statement. When he was finished, several cars with persons who had been part of the group demanding his "eviction", followed him in their cars to the boundaries of reserve 40. I also find that when the defendant's Green and Monture made reference to the "territory" that was an area greater than just the boundaries of reserve 40;

9. William Monture and Lester Green were self-identified members of a group called the Men's Fire. During this altercation, they and several others wore jackets with these words upon them. I find that upon the evidence, the Men's Fire was made up of a small group of men on the reserve. The defendant Green described meetings of between 20 and 40 men and on very special occasions (with other persons present) would be up to 100 men and women. I find that as constituted at this location, the Men's Fire has a very small active membership and there is no evidence at all that this group consulted with the larger group of Clan Mothers or Clan Chiefs;

10. Detlor had been the lawyer to these two men in the past (in separate matters) and had been lawyer to other residents of the reserve. For several years, both had become unhappy with Detlor's role with the HDI and other legal issues. Other people were also unhappy. For at least two years, Detlor had been the topic of conversation in the Men's Fire group. Two or three of the Clan Mothers (a small percentage of the Clan Mothers on the reserve) came with complaints on March 9th and 16th. I find that was a meeting which led to the discussions within the Men's Fire and the taking of the decision to banish Detlor from the reserve. I specifically find that there was no attempt made to consult outside of their group and in any way engage in the larger group discussion and consultation as stated by the expert in traditional governance. I also find that the act of banishment was a serious and not often followed procedure. Green said it had happened in Ontario at least once in his lifetime. Monture could not say it had ever happened in his lifetime;

11. The defendants state that their purpose was to remove Detlor from the reservation lands. Green expressed it as cutting off the head of the organization known at HDI. Monture expressed it as an act that "would smarten people up and they would know what is going on around here". They could give no explanation other than the above as to how this would achieve the goal especially since Detlor's advice to HDI could certainly continue from beyond the borders of the reserve or whatever constituted their definition of "territory". There was no specific act of Detlor which was taking place at this time and there was certainly no evidence

led that there was any "emergency" such that there was some danger that had to be remedied right away;

12. I take from the expert's evidence the following, insofar as it impacts upon the issues that I must decide in this matter:

(a) The governance structure of the Six Nations was traditionally (before any requirements imposed by the Indian Act) based upon a structure of families with a matriarchal focus. Clan Mothers were responsible for the family matters and insofar as issues went beyond the immediate family, the Chiefs would become involved. It was a system of consultations with a matter proceeding to a wider body when needed. The Chiefs and Clan Mothers, were not "Leaders" in our sense of the word. They were to represent the consensus of their families. The individual adults of each family were divided into gender groups or Fires. Each had a responsibility to support and carry out the wishes of the families.

(b) Several issues of the governance were unclear. The witness spoke often of the need to act upon the will of the people. Ascertaining the "people's will" was not always an easy task. The other issue which was not fully explained was the method of resolving disputes. However I find that "consensus" in the community is an important element of traditional Haudenosaunee governance;

(c) For the purpose of the issues in this trial, the witness spoke of the responsibility of the Fires to "remove" dangerous people and things from the group. Where there was some case of obvious emergency, then the Fires could act upon their own without further consultation. What the witness did not do in my opinion, was to provide any guidance as to what constituted an emergency. He did say however, that when actions were taken without full consultation, the parties taking the action would be responsible for the consequence.

(d) As a final matter, the evidence of this witness, while speaking to traditional governance, it did not speak to the governance as it is practised today, with the overlapping requirements of the Indian Act. He did make one comment which might be appropriate in that it was his opinion that these Criminal proceedings were not the appropriate way to deal with what happened. He believed that the Haudenosaunee community should deal with it. I may have some sympathy with that view, but as this matter is properly placed before me, I must deal with it.

Analysis

73 At the outset of my legal analysis, I do not make any findings as to what is the appropriate governance upon the Six Nations reserve. I find that there is clearly a dispute between the elected band Council and the traditional Chiefs. I also accept the evidence of the expert and the details of

the traditional governance before the intervention of the Europeans. I also find that he and others are attempting to return their community to that type of governance. I do not find that they have done so on the Six Nations Reserve. The Men's Fire on this reserve is a very small (no more than 100 people) and is thus hardly as representative of the "people" that they claim to speak for. That may happen in the future.

74 The Crown argues that section 35(2), at the outset, ousts any further considerations under section 35(1). I disagree with that assertion. Section 35(2) in my opinion speaks of the presence of two legalities, namely, that the defendant has no right to the property, and the complainant has all the right to the property. It states that you cannot stake out a false right to someone else's property (even if you believe it is true) and then assert it against the rightful owner. In this case, clearly these defendants have some type of proprietary right to the property of the reserve. What I have to determine is the actual rights of the complainant and indeed whether the rights that the defendants have, gives them the right to commit an assault in these specific circumstances. I adopt the statement of the law with regard to section 35, as set out in *R. v. Cormier*, 2017 NBCA 10 (N.B. C.A.) at para. 47:

As for the defence of property provisions, these appear to be very broad. Section 35 applies to a wide range of offences and to any type of property. The provision establishes the types of interference with "peaceable possession" of property that can trigger a defensive response. The defence is triggered upon a reasonably based belief of peaceable possession of property and of another person's specific actions regarding that property, i.e. either: (1) about to enter, entering or having entered to the property without lawful entitlement; (2) about to take, taking or having just taken the property; or (3) about to damage or destroy or in the process of damaging or destroying the property or making it inoperative. Upon the defence being triggered, an act committed to prevent the triggering event is justified provided it is "reasonable in the circumstances". The defensive purpose requirement is to be assessed subjectively. On the other hand, the reasonableness of the response is objectively assessed. However, unlike the enumeration of factors to aid assessing this in self-defence cases (s. 34(2)), s. 35 offers no legislative guidance.

75 I will review each of the provisions of section 35(1)(a) through (1)(d) to determine if there is an "air of reality" to the assertions and whether the Crown has proven beyond a reasonable doubt that any of these provisions have been negated.

Sect 35 (1)(a)

Did these defendants either believe on reasonable grounds that they are in peaceable possession of property or are acting under the authority of, or lawfully assisting, a person whom they believe on reasonable grounds is in peaceable possession of property?

76 The central issue here is the definition of "peaceable possession". Under the previous provisions of defence of property it contained the same phrase. The cases under the previous legislation may be instructive. In *R. v. George* [2000 CarswellOnt 1728 (Ont. C.A.)], 2000 CanLII 5727, the court adopted the definition of "Peaceable Possession as contained in Black's Law Dictionary:

...such as is acquiesced in by all other persons, including rival claimants, and not disturbed by any forcible attempt at ouster nor by adverse suits to recover the possession of the estate.

77 The court went on to say: In *R. v. Born With A Tooth*, 1992 ABCA 244 (Alta. C.A.), the Alberta Court of Appeal elaborated on this definition by stating (at p. 178) that the word "peaceable" is not synonymous with "peaceful". Instead, the court stated that "peaceable" means possession that is "not seriously challenged by others" and any challenge to the possession should be "unlikely to lead to violence".

78 The court went on to state:

The demand that the possession be "peaceable" greatly limits the defence. That word is not synonymous with peaceful...peaceable possession means a possession:

- ... acquiesced in by all other persons, including rival claimants, and not disturbed by any forcible attempt at ouster nor by adverse suits to recover the possession of the estate.

79 In the *George* case, the matter involved the occupation by aboriginals of a park which had originally been part of an aboriginal land grant but had been expropriated by the federal government. When violence occurred between the occupiers and the OPP, the court held that the aboriginal defendant's defence of property claim was not made out as the occupation of the park by the aboriginals was clearly being "challenged" from the outset. The evidence also disclosed that the defendant was aware of this challenge, he did not have any "honest but mistaken belief in the nature of the band members' possession of the park."

80 In their evidence, these defendants clearly believed that they were acting upon the instructions of people who believed that they had some authority of the band property. As stated in *R. v. Fleming*, 2014 ONCJ 26 (Ont. C.J.), the reasonableness of this belief is to be assessed on a subjective basis; that is, that they must be in peaceable possession, that the property is at risk and the actions in question must be subjectively for the purpose of protecting the property against theft, damage or trespass. The question however, is whether the defendants truly had the subjective belief that their possession was "peaceable" as against the other claimant, namely the HDI and the groups they represented. To put it plainly, I find that there was clearly a "power struggle" going on between these groups. They were acting, in my opinion, pursuant to their political aims,

that is to diminish or remove Detlor's influence upon HDI and indeed HDI'S influence upon the Haudenosaunee people.

81 I believe that even if there is an air of reality to the peaceable possession, it has been proven beyond a reasonable doubt that there is no subjective belief that they believed they were in "peaceable possession" of the territory and lands of the people they purport to represent.

Sec 35 (1)(b)

Do they believe on reasonable grounds that another person is about to enter, is entering or has entered the property without being entitled by law to do so?

82 With regard to section 35(1)(b) (the three items contained therein), there is no air of reality to the assertion that Detlor had no entitlement in law to be on the property. He had some right by his stated heritage, but more importantly, he was there at the express request of the board of HDI and through them the elected band council. There is also no air of reality to the assertion that he was about to "take property" or "damage the property". It is so farfetched to make the case that because of his legal advice (by the way no evidence was lead on any real specific issue in this regard) some piece of property was in danger, or he was going to somehow misappropriate someone's property. If I were to give an air of reality to this assertion, I would be implicitly saying that any group (not just indigenous peoples) that objected to any political decision, had the right to commit "an assault" to prevent such political decision from going forward. I do not believe that this is the purpose of section 35 of the *Criminal Code*.

83 The defence argues that I must assess this entitlement solely on the basis that on April 26, 2016, he was told by the Men's Fire that he must leave the territory. At that instant, he lost any and all rights he had to remain. That does not fit with the words of the section. The defendants would have had to take this action on the edge of the territory as the section speaks of being "about to enter" or "has entered the property without being entitled by law to do so". The defendant was already on the property, when they purported to revoke this right.

Sec 35(1)(c)

Is the act which constitutes the offence committed for the purpose of removing the person from the property?

84 With regard to 35(1)(c), I would agree that their direct purpose in committing the assault upon Detlor, was to remove him from the reserve property. In that sense, it falls under 35(1)(c) (i) and has the air of reality. I find that while this was an assault, it was not designed to inflict harm (other than psychological). I am not in agreement that there is any air of reality to the allegation in 35(1)(c)(ii). No evidence was led that he was taking action upon any property. I have no evidence that any specific piece of advice was leading to the damage of any property.

Sec 35(1)(d)

Is the act committed reasonable in the circumstances?

85 Even if I were to find that the defendants had an honest subjective belief that they were in "peaceable possession" of the property, I must still consider whether the Crown can disprove beyond a reasonable doubt that in all of the circumstances of this case, the actions (based on a modified/objective test) were "not reasonable". In this regard, would a reasonable person in the position of the defendants come to the conclusion that Detlor had to be physically removed from the property?

86 At the end of the day, I must decide whether Section 35 allows the defendants to use force in this situation. For the reasons enumerated below, I find beyond a reasonable doubt, that they were not justified in using any force, and thus the force used was unreasonable:

(i) Detlor was an invitee of the HDI and indeed, himself had some prima facia entitlement to be on the reserve property. I do not find that the words of Monture at the HDI offices telling Detlor to leave, and giving him about a minute to decide his position, automatically (for the purposes of section 35) converted it to no right to be there. There was no reason that Detlor should not have been allowed a "real" period of time to consider his position;

(ii) The struggle between the various groups on the reserve was a political struggle for control of a common property, not a struggle of inclusion or exclusion. In that sense, I believe that both defendants believed that the act of eviction was largely symbolic. There was no necessity for a physical removal. A verbal (or written) statement of their intentions would clearly have sufficed;

(iii) The letter delivered to Detlor at the time he was being removed was clearly intended to include warning. It also spoke of "legal action" which could be taken. It did not speak of the summary actions of the defendants that day. How could the defendants feel they were justified in taking this violent action when they had clearly phrased their letter with the need to get a "restraining order in district court" against the defendant if he returned? Both defendants agreed that even off the reserve property, Detlor was still in a position to provide any advice that HDI contracted him for. I find that awareness existed at the time they took their action. I am further confirmed in this belief by the fact that the defendant (and others) have commenced a lawsuit against Detlor (and others) seeking a large sum of money in damages for what they feel have been his transgressions. Applying the traditional governance model, this action was not needed and not necessary as the options noted above were clearly available to the defendants;

(iv) By no stretch of the imagination could it be said that there was any emergency. The date of April 26, 2016 was picked because the defendant would be present. The defendants did not speak of any upcoming decisions or deliberations which affected their people;

(v) While the amount of force used was limited to removing Detlor from the building and the reserve, I find that pursuant to this section, no force would be justified in these circumstances.

Conclusion

87 The defence asks me to consider this case on the basis of their traditional ways. I believe I have given consideration to their "traditional governance". What I don't accept is that in the circumstances of this case, there was any consensus of the people that Detlor needed removal. In that sense I find that the traditional means of discerning consensus was not followed. This was the action of a small group of individuals. Even if they were sincere in their belief that only they understood the true ways of the people, I believe that does not excuse them from not getting consensus. I also do not feel that this action in these circumstances was like any situation ever related by any of the witnesses at any other time. They did not speak of any emergency situation. There was none.

88 The removal, as I have already stated, was in the context of a larger political struggle in the community. The assault and removal were to diminish Detlor's influence over the HDI and perhaps to diminish the influence of the HDI.

89 In assessing both defendants and their respective roles and in their individual evidence, they were both largely in agreement in their actions and in their motivation. Monture stated that they "wanted to wake the people up" and Green stated they wanted to "cut off the head of HDI" by removing Detlor. Both of the defendants stressed that they were concerned with the lack of "transparency" in the activities of the HDI and their disagreement with how its directors were appointed. This speaks to a common political objective and there will be a common result.

90 I find both defendants guilty of the offence of assault.

Accused found guilty.

Appendix "A"

BETWEEN: HER MAJESTY THE QUEEN — AND — LESTER GREEN and WILLIAM MONTURE

Reasons for Ruling Voir Dire Released June 21, 2017

BOURQUE J: (Orally):

[1] I am dealing with the matter of *R. v. Green and Monture*.

[2] A *voir dire* has been brought by the defendant who wishes to have the evidence of a witness accepted as expert evidence in accordance with the rules of the court. Specifically, he wishes that I accept the evidence of the witness as an expert in the issues surrounding the history of and traditional First Nations governance.

[3] The witness is Tekarontake (a.k.a. Paul Delaronde). I note with interest the witness did not like the word tradition. He made the distinction that tradition is something that just gets repeated over time. What he wants to talk about is not just things that get repeated over time, but understanding the reasons why certain things get repeated over time.

[4] This case, as I have heard various bits of the evidence, involves an allegation of assault upon the person of Mr. Aaron Detlor, who had been retained by the Haudenosaunee Development Institute, and was removed forcibly from a meeting of the H.D.I., which was taking place at the Great Building, which is located within the boundaries of what we know as the Six Nations Reserve here in Southern Ontario.

[5] The defence specifically raised in this case is one of defence of property, and that is set out in Section 35 of the *Criminal Code*.

35 (1) A person is not guilty of an offence if

- (a) they either believe on reasonable grounds that they are in peaceable possession of property or are acting under the authority of, or lawfully assisting, a person whom they believe on reasonable grounds is in peaceable possession of property;
- (b) they believe on reasonable grounds that another person
 - (i) is about to enter, is entering or has entered the property without being entitled by law to do so,
 - (ii) is about to take the property, is doing so or has just done so, or
 - (iii) is about to damage or destroy the property, or make it inoperative, or is doing so;
- (c) the act that constitutes the offence is committed for the purpose of
 - (i) preventing the other person from entering the property, or removing that person from the property, or
 - (ii) preventing the other person from taking, damaging or destroying the property or from making it inoperative, or retaking the property from that person; and

(d) the act committed is reasonable in the circumstances.

(2) Subsection (1) does not apply if the person

who believes on reasonable grounds that they are, or who is believed on reasonable grounds to be, in peaceable possession of the property does not have a claim of right to it and the other person is entitled to its possession by law.

[6] There has been evidence given in this case already, and I think there will be more, about a dispute about the way certain decisions, and the decision-making process of this group known as the H.D.I., and others which included advice given, and the role perhaps of the complainant in providing his advice to the H.D.I.

[7] The defence wishes to have the evidence of an expert on historical governance of the Six Nations people in order to assist me in determining whether any of those issues which I have set out and part of Section 35 have been met.

[8] The witness proffered that his proper name is Tekarontake. He has given evidence of his qualifications, and understanding, and explaining the historical governance of the larger group of First Nations peoples, but specifically the Six Nations people.

[9] His knowledge is person based, that is, it is based upon the oral histories of the people. He has explained that he grew up in several locations in Ontario, Quebec, New York State, where Six Nations people live. He has spoken of the histories that he received from his grandparents who largely raised him, and not just them, but his other relatives, and indeed, the wider group of people with whom he has been associated over most of his 64 years.

[10] He has made a point that indeed he has made it his life's work so that he will understand through these and other oral histories of his people, to understand the history of his people, to understand the history of their governance. But indeed, it is clear to me part of his work has been the larger issues of understanding creation as he understands it in the larger sense, and the role of his people, and what his people can teach all people in this continuing process we call life. He appears to me to be extremely knowledgeable about these issues.

[11] He has given evidence as an expert in these matters in courts in New York State on apparently two different occasions. He has spoken to many different government and non-government organizations in Canada and the United States, and indeed, throughout the world about these and other issues.

[12] Filed as an exhibit in this matter is a very brief statement of his work in that regard, and I quote:

The areas in which he has spoken about and helped organize include exposing communities to the Iroquois worldview, the philosophy of the Iroquois public relations First People, claiming land for various Territories, sovereignty, and responsibilities, and duties of members in the individual community governance system, the Iroquois constitution teaching Native and non-Native communities about Iroquois society, bringing economies into Territories, and the Inquiry into Missing and Murdered Indigenous Women.

[13] The law relating to expert evidence has been set out many times in many different books.

[14] The leading cases in this matter indicate that there are essentially four different things, preconditions for me to accept expert evidence.

[15] First of all, it has to be relevant to the issues; clearly, that's the case here. Secondly, is there a necessity in accepting the evidence in assisting the trier of fact? It is clear to me that issues of First Nations governance clearly are an important matter for which my knowledge is totally deficient, and for which an expert's opinion would be useful. Thirdly, the absence of any exclusionary rule; I cannot think of any rule of exclusion. Then fourth, the properly qualified expert.

[16] I quote extensively from the book, the *Law of Evidence in Canada* by Sopinka, Lederman and Bryant (2d):

With respect to matters calling for special knowledge, an expert in the field may draw inferences and express his opinion. An expert's function is precisely this, to provide the judge, and indeed the jury, where necessary, with a ready-made inference which the judge and jury, due to the technical nature of the facts, are unable to formulate.

[17] There is also the law that says that even if those four requirements are met, I have a certain discretion to allow or disallow it. I have a discretion to exclude the evidence, if what we call the probative value of the evidence is overcome by its prejudicial effect, the evidence is potentially misleading, or its admission consumes an inordinate amount of court time, which is disproportionate to its evidential value.

[18] The Crown Attorney has raised a very important issue, and that is as part of his cross-examination, it is clear that this witness has, and indeed, feels a deep point of view with regard to many of these issues. However, having said that, and I thank the Crown Attorney for exploring these issues, it is my feeling that his feelings with regard to certain of these issues, and the opinions which he comes by, are not such that they determine, in my mind, what the answer is to these questions I have to ask myself, as I have already set out to you. In any regard, our Crown Attorney is a skillful and careful cross-examiner, and he will bring these issues to light in the course of his cross-examination, and indeed, I certainly expect the examination in-chief to cover some of these issues as well.

[19] I take the view that with regard to anything I have to understand, that while this gentleman is opinionated, he is not an advocate, he has not expressed an advocacy for specific issue in this trial. He may advocate for specific issues that are extremely important to the First Nations people of this area, but that is different from the issues that I have to decide in this specific trial.

[20] He is here to provide his expertise on the historical ways and traditions, and as I have said, I note he does not like that term 'of his people'. I feel this information will be of assistance to the court, and I am satisfied that the witness has met the criteria set out in our case law, which would allow him to give expert evidence on these issues of the governance and the historical traditional governance of the Six Nations people in this area.

[21] I feel that I can weigh all of the evidence, be it proffering of opinions or otherwise, in arriving at my determination in this matter. So, I will allow him to give expert evidence.

EXHIBIT E

This is Exhibit "E" to the Affidavit of
Aaron Detlor, affirmed this 6th day of
February, 2023

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.

Commissioner for Taking Affidavits



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

2634 6th Line, R. R. #2, Ohsweken, Ontario N0A1M0

September 11, 2018

Notice

The Wisk niyohwentsya:ke make this open and public declaration to all citizens within the Haudenosaunee treaty territory:

Let it be known that:

The responsibility and governance of the Haudenosaunee and our treaty territory rests through the system of the Wisk niyohwentsya:ke (5 Nations Confederacy) put in place by our Peacemaker, and through the laws that He provided within the Kayeneren'ko':wa.

Bill Monture, Wilf Davey, Bob Frank Jr., Lester Green and Moe Sandy are not representative of, nor speak on behalf of the Wisk niyohwentsya:ke. They are acting without and have never had the authority or sanctioning of the Roya'ner (Chiefs) and Yakoya'ner (Clanmothers) of the Wisk niyohwentsya:ke and are outside the sanctity and protection of the Kayeneren'ko':wa and the process of the Wisk niyohwentsya:ke. Further, Moe Sandy is not a holder of wampum for the Wisk niyohwentsya:ke.

This notice will confirm that these individuals and their actions are not representative of the people or community of Oswege (Six Nations).

Hohahes, Leroy Hill
Council Secretary

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS
Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA *et al.*
Defendants

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF AARON DETLOR
(Affirmed February 6, 2023)

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Lawyers for the Haudenosaunee Development Institute

TAB 4

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff

and

**THE ATTORNEY GENERAL OF CANADA and HIS MAJESTY THE
KING IN RIGHT OF ONTARIO**

Defendants

THE MEN'S FIRE OF THE SIX NATIONS GRAND RIVER TERRITORY

Moving Party

AFFIDAVIT OF CAROL FUNG
(Affirmed February 6, 2023)


I, CAROL FUNG, of the City of Markham, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a legal assistant at Gilbert's LLP, lawyers for the Moving Party, the Haudenosaunee Development Institute (the "HDI"), in this matter, and as such have personal knowledge of the facts set out herein except where the facts are stated to be based on information and belief, in which case I believe that the facts stated are true.
2. Attached as **Exhibit "A"** is a copy of a letter from Tim Gilbert, managing partner at Gilbert's LLP, counsel for HDI, to Jeffrey Kaufman, counsel for the Men's Fire of the Six Nations Grand River Territory, dated November 4, 2022.

3. Attached as **Exhibit "B"** is a copy of a letter from Mr. Gilbert to Mr. Kaufman dated January 19, 2023.

4. I am advised by Thomas Dumigan, an associate at Gilbert's LLP, that Gilbert's LLP has not received a response to the letters attached as Exhibits A and B.

AFFIRMED BEFORE ME at Toronto, in)
the Province of Ontario, this 6th day of)
February, 2023.)



Commissioner for Taking Affidavits
Thomas Dumigan (LSO# 74988P)



CAROL FUNG

EXHIBIT A

This is Exhibit "A" to the Affidavit of
Carol Fung, affirmed this 6th day of
February, 2023



Commissioner for Taking Affidavits

November 4, 2022

Delivered By Email

Jeffrey A. Kaufman
Jeffrey Kaufman Law Professional
Corporation
15 Prince Arthur Avenue, Suite 200
Toronto, ON
M5R 1B2

Dear Mr. Kaufman:

**Re: *Six Nations of the Grand River Band of Indians v Canada (AG) et al*
Court File No. CV-18-594281**

Thank you for your letter of November 3, 2022.

As a preliminary matter, your letter refers to the “Men’s Fire of the Grand River Territory” and “these non-parties”. Could you please let us know who you represent?

To the extent it is “Men’s Fire of the Grand River Territory”, we understand this to be comprised of individuals including Bill Monture and Wilfred Davey, among others. We would nonetheless be grateful if you could clarify who the “Men’s Fire of the Grand River Territory” is, including their membership.

The Allegations Raised by Men’s Fire

We gather that your letter’s allegations concerning HDI are the allegations asserted by Wilfred Davey and Bill Monture in Hamilton Court File No. CV-16-58391, in which you have been counsel of record for the plaintiffs since August 2017. That action is the forum to litigate the allegations raised in your letter (which have no merit in any event), should your clients have any intention of seriously pursuing them.

However, it appears your clients have no intention of seriously advancing those allegations: we understand (i) that no steps have been taken by your clients in the 2016 action for over four years, (ii) that the action remains at the pleadings stage, (iii) that your clients have not certified the action nor sought the requisite leave to do so, and (iv) that the action is the subject of a pending motion to dismiss for delay. See the August 2022 correspondence with the Hamilton Courthouse, including the draft Notice of Motion to dismiss, at **Appendix “A”**.

The Issues in this Action

At issue in the within action is, among other things, the identity of the collective rightsholder under, for example, the Haldimand Proclamation of 1784. HDI's position is straightforward:

- the plaintiff in the action, an *Indian Act* band, is not the treaty counterparty with the Crown and does not represent the Haudenosaunee collective at large;
- despite this action proceeding to a hearing that undoubtedly concerns Haudenosaunee rights, the Haudenosaunee currently have no voice in the litigation; and
- if there is no Haudenosaunee intervention, serious Haudenosaunee rights will be tried with input only from the Crown and the Band Council, and without regard to Haudenosaunee law.

While you have HDI's materials, for further context we have pasted below an excerpt of a letter from Mr. Detlor to the editor of the Two Row Times dated October 20, 2022 (which, unfortunately, the Two Row Times appears to have declined to publish):

[...] As much of the Grand River community is aware, the "Six Nations of the Grand River Band of Indians" (i.e., a "band" under Canada's Indian Act) commenced litigation against Canada and Ontario seeking to assert rights stemming from the Haldimand Proclamation of 1784 and the Simcoe Patent of 1793. The litigation seeks compensation arising from breaches relates to those rights. I will refer to this as the "Band Litigation". It is my understanding that, if successful, the Band Litigation will likely result in the termination or surrender of rights under the Haldimand Proclamation.

The Band Litigation was commenced at the direction of the Six Nations of the Grand River elected council, on behalf of members of the Six Nations of the Grand River Band of Indians (i.e., the band that is defined by Canada's Indian Act).

The Band Litigation was not commenced on behalf of all Haudenosaunee, including the nearly 100,000 Haudenosaunee registered to other "bands" and "tribes" in Canada and the United States that are mentioned by the author. This is despite (I would argue) the fact that the Band Litigation concerns rights belonging to the whole Haudenosaunee collective.

The Band Litigation would lead one to believe that the Haldimand Proclamation concerns rights belonging only to members of a particular Indian Act band. However, the HCCC's view is that the Haldimand Proclamation, for example, concerns rights belonging to all Haudenosaunee. For example, there is no reason that only some Mohawks, or only some Oneidas, or only some Senecas or Cayugas, have rights, or that many Haudenosaunee throughout Turtle Island are denied rights flowing from the Haldimand Proclamation of 1784 simply because they are not registered to "Six Nations of the Grand River Band of Indians", an Indian Act band that is a far later creation of Canadian legislation.

This is why the HCCC decided to get involved. It formally asked HDI to do so at a Council meeting on April 2, 2022. HDI served a motion to intervene in the Band Litigation on June 10, 2022 (which includes a proposal that HDI be appointed as

representative), and served a proposed pleading on September 9, 2022. HDI has been transparent and has provided broad notice of its steps to intervene to Haudenosaunee communities throughout North America. All of HDI's materials can be accessed publicly here: <https://www.gilbertslaw.ca/post/cv-18-594281>. We are always open to discussing any issues that anyone may have.

HDI's motion will be heard on January 30-31, 2023, and I would encourage everyone to read the materials for themselves before jumping to conclusions.

In brief, HDI's position is that the Band Litigation concerns rights of the Haudenosaunee at large. Not rights of an Indian Act band. The Haudenosaunee are the people with the centuries-old treaty relationship with the Crown. The Indian Act band is not.

HDI, at the HCCC's direction, has brought this position to the attention of the Court. It has also brought to the attention of the Court the position that the issues in the Band Litigation are, due to the nature of the Haudenosaunee-Crown relationship founded in the Two Row Wampum and Silver Chain Covenant, best suited for Nation-to-Nation negotiation and mediation, rather than adverse litigation in Ontario Court. We do not believe that Haudenosaunee rights and interests should be litigated in a foreign court, and have reluctantly entered into the process to ensure there is a record for future generations to be able to read and understand the Haudenosaunee position.

Despite the serious collective rights at stake, no other party has taken a position in the broader Canadian political and legal system to preserve Haudenosaunee rights in a venue that the Crown can't ignore.

HDI disagrees with the Six Nations of the Grand River Band's position that it, as a creation of the Indian Act, is the holder of rights under the Haldimand Proclamation. This is an important stand, as sacred rights belonging collectively to all Haudenosaunee are at stake. I don't read the author as stating that the Indian Act band is the only proper rightsholder but, if they do, I would invite their comment.

A full copy of Mr. Detlor's letter to the editor is attached as **Appendix "B"**.

We expect your clients to be generally in agreement with this position, including that a Haudenosaunee voice in the litigation is necessary. However, if your clients are of the view that the Six Nations of the Grand River Band of Indians, at the direction of the Six Nations of the Grand River Band Council, is the proper party to advance the claims in this action before the Ontario Superior Court of Justice, we invite their comment.

HDI's Appointment by the HCCC

As for HDI's appointment by the Haudenosaunee Confederacy Chiefs Council (the "**HCCC**"), we enclose at **Appendix "C"** for your reference numerous letters from the HCCC regarding the HCCC's appointment of HDI and HDI's status as a sanctioned entity. To the extent your clients doubt the legitimacy of this correspondence, we would propose they raise the matter before the HCCC.

We also understand that the HCCC has openly and publicly declared that members of the Men's Fire are not representative of, nor do they speak on behalf of, the Haudenosaunee Confederacy. We enclose at **Appendix "D"** a Notice from the HCCC dated September 11, 2018 to this effect.

We do not take a position on providing the coordinates for Monday's Case Management Conference and will leave it to the parties in the action to address this with you.

All the best,

GILBERT'S LLP



Tim Gilbert

- c. Iris Antonios and Max Shapiro, *Blakes*
Robert Janes, *JFK Law*
David Feliciant and Manizeh Fancy, *Ontario*
Tania Mitchell and Anusha Aruliah, *Canada*

APPENDIX “A”

From: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>
Sent: Wednesday, August 31, 2022 11:04
To: David Shiller <david@shillers.com>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>; Griffin, Tracy (JUD) <Tracy.Griffin@ontario.ca>; Wilson, Mindy (JUD) <Mindy.Wilson@ontario.ca>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Judicial Appointment

Sent on behalf of Regional Senior Judge Sweeny –

Dear Counsel,

RE: Davey v. Hill Court File 16-58391 (Hamilton) Judicial Appointment

Please be advised I have appointed Mr. Justice D. A. Broad to assume carriage as the designated Class Proceedings Judge in this matter.

Justice Broad's office will contact you shortly to arrange an initial conference call to discuss the first steps with regards to this matter.

Yours very truly,



Mr. Justice Paul R. Sweeny
 Regional Senior Judge – Superior Court of Justice
 Central South Region

bcc. The Honourable Mr. Justice D.A. Broad
 cc. Hamilton trial coordinator
 cc. Brantford trial coordinator

From: David Shiller <david@shillers.com>
Sent: August 26, 2022 3:22 PM
To: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Thank you for your email.

I attach the following electronic documents:

1. Draft Notice of Motion for a motion to have the action dismissed for delay under section 29.1 of the Class Proceedings Act, 1992 and Rule 24 of the Rules of Civil Procedure;
2. The Statement of Claim;
3. The Statement of Defence;
4. The Fresh as amended Statement of Claim; and
5. The Fresh as Amended Statement of Defence

The affidavit material in support of the motion is nearing completion. Please let me know if you would like me to send it to you upon completion or whether Mr. Justice Sweeny would like to see any other documents.



David Shiller
david@shillers.com
 Tel (416) 363-1112 ext. 226
 Barristers & Solicitors
 197 Spadina Avenue, Suite 402
 Toronto, Ontario M5T 2C8
 Fax (416) 363-5557

This email communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you. • L'information apparaissant dans ce message électronique est légalement PRIVILÉGIÉE ET CONFIDENTIELLE. Si ce message vous est parvenu par erreur, vous êtes en conséquence prié de nous aviser immédiatement par téléphone à (416) 363-1112 ou par courriel. De plus veuillez détruire ce message immédiatement. Merci. • Este mensaje va dirigido, de manera exclusiva, a su destinatario y contiene información CONFIDENCIAL Y SUJETA AL SECRETO profesional, cuya divulgación no está permitida por la ley. En caso de haber recibido este mensaje por error, le rogamos que, de forma inmediata, nos lo comuniqué mediante correo electrónico remitido a nuestra atención o a través del teléfono (416) 363-1112 y proceda a su eliminación, así como a la de cualquier documento adjunto al mismo. Gracias.

From: Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>
Sent: Tuesday, August 2, 2022 9:30 AM
To: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; David Shiller <david@shillers.com>; wilfred davey <wilfredavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Good morning,

RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Thank you for your email. Kindly provide an electronic version of your material setting out your matter for Mr. Justice Sweeny, RSJ's review for assessing this re-assignment.

Kind regards,

Nancy Strawinski

A/Administrative Assistant to Regional Senior Judge Sweeny
 Superior Court of Justice – Central South Region
 45 Main Street East, Suite 721, Hamilton, L8N 2B7
 Tel: 905-645-5323 Email: Nancy.Strawinski@ontario.ca

From: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>
Sent: August 2, 2022 9:23 AM
To: David Shiller <david@shillers.com>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>; Strawinski, Nancy (MAG) <Nancy.Strawinski@ontario.ca>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

I have copied Nancy from the RSJ's office here. I believe she will be able to assist. To my knowledge it has not been re-assigned as of yet.

From: David Shiller <david@shillers.com>
Sent: July 29, 2022 4:29 PM
To: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>; wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

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Ms. Kartalianakis, thanks for your response. Could you please let us know if this matter has been re-assigned? Thanks



This email communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you. • L'information apparaissant dans ce message électronique est légalement PRIVILÉGIÉE ET CONFIDENTIELLE. Si ce message vous est parvenu par erreur, vous êtes en conséquence prié de nous aviser immédiatement par téléphone à (416) 363-1112 ou par courriel. De plus veuillez détruire ce message immédiatement. Merci. • Este mensaje va dirigido, de manera exclusiva, a su destinatario y contiene información CONFIDENCIAL Y SUJETA AL SECRETO profesional, cuya divulgación no está permitida por la ley. En caso de haber recibido este mensaje por error, le rogamos que, de forma inmediata, nos lo comunique mediante correo electrónico remitido a nuestra atención o a través del teléfono (416) 363-1112 y proceda a su eliminación, así como a la de cualquier documento adjunto al mismo. Gracias.

From: Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>
Sent: June 28, 2022 3:10 PM
To: wilfred davey <wilfreddavey@gmail.com>; Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>; David Shiller <david@shillers.com>
Subject: RE: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Justice Lococo is not longer sitting. I will need to speak to the Regional Senior Judge's office to see who it can be re-assigned to.

From: wilfred davey <wilfreddavey@gmail.com>
Sent: June 28, 2022 3:02 PM
To: Victoria Pileggi <victoria@kaufman.law>
Cc: Jeffrey Kaufman <jeff@kaufman.law>; Kartalianakis, Susan (JUD) <Susan.Kartalianakis@ontario.ca>;

david@shillers.com

Subject: Re: Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

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Yes, please proceed.

On Tue, Jun 28, 2022 at 2:59 PM Victoria Pileggi <victoria@kaufman.law> wrote:

Hello Ms. Kartaliankis,

I hope this email finds you well. I am responding on behalf of Mr. Kaufman who represents the representative Plaintiffs in this class action. We wish to proceed with setting a date for the certification motion. We have been ready to proceed although Mr. Shiller has been seeking to have this case dismissed. It would be beneficial to have a case conference with Justice Lococo to deal with these matters.

Please let us know if you require any further information.

Thank you for your time and have a nice day,

Victoria

Court File No. 16-58391

SUPERIOR COURT OF JUSTICE

BETWEEN:

WILFRED DAVEY AND BILL MONTURE

Plaintiffs

-and-**HAZEL HILL, BRIAN DOLITTLE, AARON DETLER,
HAUDENOSAUNEE DEVELOPMENT INSTITUTE, 2438543 ONTARIO INC.,
OGWAWIHSTA DEDWAHSNYE INC., ELVERA GARLOW**

Defendants

NOTICE OF MOTION

The defendants will make a motion to a Judge on * at 10:00 a.m. or as soon after that time as the motion can be heard at the Court House located at 45 Main Street East, Hamilton, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order dismissing this action for delay with costs payable by the plaintiffs to the defendants on a full indemnity basis.

2. In the alternative, an Order:

- (a) dismissing as abandoned the plaintiffs' Mareva injunction motion brought by the plaintiffs and adjourned *sine die*, with costs fixed at \$23,850.06 and made payable forthwith; and
- (b) an Order that the plaintiffs pay the defendants their costs thrown away of the certification motion brought by the plaintiffs and adjourned *sine die* fixed at \$11,292.09 and made payable forthwith.

3. their costs of this motion; and

4. such further relief as this honourable court may consider just.

THE GROUNDS FOR THE MOTION ARE:

- 1. The plaintiffs commenced this action by statement of claim issued on August 15, 2016.
- 2. The defendants delivered a statement of defence on October 11, 2016.

3. The plaintiffs served a motion seeking a mareva injunction on November 2, 2016 returnable November 17, 2016. This motion has yet to be heard after being adjourned 5 times, twice over the objections of the defendants.

4. The plaintiffs served a motion seeking certification of the action on March 9, 2017. This motion has yet to be heard after being adjourned over the objections of the defendants.

5. The plaintiffs changed counsel on August 17, 2017, almost 4 months after the adjournment of the certification motion on April 23, 2017.

6. The plaintiffs delivered a proposed Fresh as Amended Statement of Claim on October 20, 2017.

7. The plaintiff brought a motion seeking leave to issue the proposed Fresh as Amended Statement of Claim which was heard May 25, 2018 with reasons released September 12, 2018 granting them leave to issue it.

8. The Fresh as Amended Statement of Claim was served on October 2, 2018 and an Amended Statement of Defence was delivered on April 4, 2019. The Fresh as Amended Statement of Claim contains several new causes of action which were not

contained in the original Statement of Claim and also removes causes of action initially pleaded in the Statement of Claim.

9. Section 2 (3) of the *Class Proceedings, 1992*, provides that a plaintiff must bring a certification motion within 90 days of the later of the date on which the last statement of defence is delivered and the date on which the time prescribed by the rules of court for the delivery of the last statement of defence expires or otherwise with leave of the Court.

10. The 90 day period has passed and accordingly, the plaintiffs need leave of the Court to proceed with a certification motion and have yet to even seek such leave.

11. Since April 4, 2019, the plaintiffs have taken no steps to proceed with the action or the 2 motions which were adjourned *sine die*.

12. Section 29.1 of the Class Proceedings Act, 1992. Provides that the court shall, on motion, dismiss for delay a proceeding commenced under section 2 unless, by the first anniversary of the day on which the proceeding was commenced, (a) the representative plaintiff has filed a final and complete motion record in the motion for certification, (b) the parties have agreed in writing to a timetable for service of the representative plaintiff's motion record in the motion for certification or for

completion of one or more other steps required to advance the proceeding, and have filed the timetable with the court, (c) the court has established a timetable for service of the representative plaintiff's motion record in the motion for certification or for completion of one or more other steps required to advance the proceeding; (d) any other steps, occurrences or circumstances specified by the regulations have taken place. The plaintiffs have not served any motion for certification of the issues contained in the Fresh as Amended Statement of Claim.

13. Section 29.1 of the *Class Proceedings Act*, 1992.

14. Rule 24 of the *Rules of Civil Procedure*.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Aaron Deflor and the exhibits thereto; and
2. Such other material as this Honourable Court may consider just.

August 26, 2022

SHILLERS LLP
Barristers & Solicitors
402- 197 Spadina Avenue
Toronto ON M5T 2C8

David Shiller (30506Q)

Tel : (416) 363-1112

Fax: (416) 363-5557

Lawyers for the defendants,
Aaron Deflor, Haudenosaunee Development
Institute, 2438543 Ontario Inc., Ogwawihsta
Dedwahsnye Inc. and Elvera Garlow

TO:

JEFFREY KAUFMAN LAW P.C.

200-15 Prince Arthur Avenue

Toronto, Ontario M5R 1B2

Jeffrey A. Kaufman (LSUC #2171)

Tel: (416) 400-4158

Fax: (416) 964-6662

Lawyers for the plaintiffs

APPENDIX “B”

October 20, 2022

My name is Karihwahyontari (Aaron Detlor). I am *Kanienkehake* of the Wolf Clan.

I am a delegate for the Haudenosaunee Confederacy Chiefs Council at Ohswegen (the HCCC) acting as a member of the Haudenosaunee Development Institute (the HDI). The HDI has been tasked and directed by the HCCC to facilitate engagement with the Haudenosaunee in respect of development issues concerning Haudenosaunee territories, as well as Haudenosaunee treaty rights and interests.

I am writing to comment on an article published on October 5, 2022 titled “*Six Nations based HCCC/HDI are not the government of the Haudenosaunee*”. The article does not indicate an author.

That article, as far as I can tell, concerns three matters:

- (1) The nature of the HCCC and the HDI;
- (2) HDI’s recent efforts to intervene in the litigation commenced by the Six Nations of the Grand River Band of Indians (*i.e.*, a creation of Canada’s *Indian Act*); and
- (3) HDI’s recent efforts to ensure that the City of Hamilton’s proposed work at Chedoke Creek is carried out appropriately, given its consequences for Haudenosaunee rights and interests.

While I have been delegated by the HCCC, the following are my own comments. This is my position as an HDI delegate and my comments reflect the directions I have received, but are not expressly those of the HCCC.

The HCCC is not “Provincially Incorporated”

On the first point above: the author is right that there are over 100,000 Haudenosaunee throughout northeastern North America. But (and I don’t think the author would disagree with me), Haudenosaunee people are not “Haudenosaunee” by virtue of being “members” of, or “enrolled” with, Canadian “Bands” under the Canadian *Indian Act* or American “Tribes” under the Bureau of Indian Affairs.

Despite the efforts of the Canadian and American governments to divide the Haudenosaunee into these federally administered “Bands” and “Tribes”, the Haudenosaunee are, and have always been, one people. We share deep cultural, spiritual, ceremonial, and jurisdictional roots. We also share, as the author correctly notes, a “traditional” form of governance. That governance (*i.e.* the Confederacy Chiefs and Clan Mothers) has been operating since it was formed in time immemorial, and continues to operate. It is unfortunate to read the author’s suggestion that that governance is no more.

The HCCC is a part of that governance. It acts in unison with the Grand Council at Onondaga. The author’s suggestion that the HCCC is “provincially incorporated” is simply not true—the HCCC

far pre-dates the formation of Canada or Ontario. It was holding Council long before Confederation, and has done so continuously for at least 230 years. The HCCC continues to work toward a better future for all Haudenosaunee generations to come.

Ensuring the Haudenosaunee have a voice in the Indian Act Band's Litigation

This flows into the second point above. As much of the Grand River community is aware, the “Six Nations of the Grand River Band of Indians” (*i.e.*, a “band” under Canada’s *Indian Act*) commenced litigation against Canada and Ontario seeking to assert rights stemming from the Haldimand Proclamation of 1784 and the Simcoe Patent of 1793. The litigation seeks compensation arising from breaches relates to those rights. I will refer to this as the “Band Litigation”. It is my understanding that, if successful, the Band Litigation will likely result in the termination or surrender of rights under the Haldimand Proclamation.

The Band Litigation was commenced at the direction of the Six Nations of the Grand River elected council, on behalf of members of the Six Nations of the Grand River Band of Indians (*i.e.*, the band that is defined by Canada’s *Indian Act*).

The Band Litigation was not commenced on behalf of all Haudenosaunee, including the nearly 100,000 Haudenosaunee registered to other “bands” and “tribes” in Canada and the United States that are mentioned by the author. This is despite (I would argue) the fact that the Band Litigation concerns rights belonging to the whole Haudenosaunee collective.

The Band Litigation would lead one to believe that the Haldimand Proclamation concerns rights belonging only to members of a particular *Indian Act* band. However, the HCCC’s view is that the Haldimand Proclamation, for example, concerns rights belonging to all Haudenosaunee. For example, there is no reason that only some Mohawks, or only some Oneidas, or only some Senecas or Cayugas, have rights, or that many Haudenosaunee throughout Turtle Island are denied rights flowing from the Haldimand Proclamation of 1784 simply because they are not registered to “Six Nations of the Grand River Band of Indians”, an *Indian Act* band that is a far later creation of Canadian legislation.

This is why the HCCC decided to get involved. It formally asked HDI to do so at a Council meeting on April 2, 2022. HDI served a motion to intervene in the Band Litigation on June 10, 2022 (which includes a proposal that HDI be appointed as representative), and served a proposed pleading on September 9, 2022. HDI has been transparent and has provided broad notice of its steps to intervene to Haudenosaunee communities throughout North America. All of HDI’s materials can be accessed publicly here: <https://www.gilbertslaw.ca/post/cv-18-594281>. We are always open to discussing any issues that anyone may have.

HDI’s motion will be heard on January 30-31, 2023, and I would encourage everyone to read the materials for themselves before jumping to conclusions.

In brief, HDI’s position is that the Band Litigation concerns rights of the Haudenosaunee at large. Not rights of an *Indian Act* band. The Haudenosaunee are the people with the centuries-old treaty relationship with the Crown. The *Indian Act* band is not.

HDI, at the HCCC's direction, has brought this position to the attention of the Court. It has also brought to the attention of the Court the position that the issues in the Band Litigation are, due to the nature of the Haudenosaunee-Crown relationship founded in the Two Row Wampum and Silver Chain Covenant, best suited for Nation-to-Nation negotiation and mediation, rather than adverse litigation in Ontario Court. We do not believe that Haudenosaunee rights and interests should be litigated in a foreign court, and have reluctantly entered into the process to ensure there is a record for future generations to be able to read and understand the Haudenosaunee position.

Despite the serious collective rights at stake, no other party has taken a position in the broader Canadian political and legal system to preserve Haudenosaunee rights in a venue that the Crown can't ignore.

HDI disagrees with the Six Nations of the Grand River Band's position that it, as a creation of the *Indian Act*, is the holder of rights under the Haldimand Proclamation. This is an important stand, as sacred rights belonging collectively to all Haudenosaunee are at stake. I don't read the author as stating that the *Indian Act* band is the only proper rightsholder but, if they do, I would invite their comment.

Ensuring the Chedoke Creek Clean-up is Adequate

I now want to turn to HDI's other engagement work and, specifically, Chedoke Creek.

HDI is a department of HCCC formed in 2007 to facilitate engagement with the HCCC in respect of Haudenosaunee lands. HDI acts pursuant to delegated authority from the HCCC.

HDI's involvement with the cleanup of Chedoke Creek is undertaken pursuant to its mandate.

HDI has legitimate concerns that the City of Hamilton's current plan for remediating the Creek—dredging the creek bed—may have serious detrimental and irreversible consequences for the plants and animals that call it home. These effects transfer to our treaty rights: our right to fish, to hunt, to harvest, and to use. Accordingly, we want to work *with* the City in cleaning up their spill rather than let the City plow ahead without Haudenosaunee interests in mind.

A collaborative effort, however, requires that HDI be on the same page as the City. This entails the review of materials so that we can fully understand the situation and assess it from a Haudenosaunee perspective.

HDI is not claiming an exorbitant fee for reviewing these materials. Rather, the fee is proportional to the considerable time and technical expertise required. And the City of Hamilton should cover it. It should not be controversial that, given the gulf between HDI/HCCC and City resources, HDI/HCCC should not foot the bill for a review of the City's plans that affect our lands (plans that were made necessary as a result of the City's negligence).

Our silence on these issues of engagement and funding will only embolden the City to continue making decisions without our input on the pretense of "this is in the public interest"—a stance

aligned with colonialism that we have vigorously fought back against throughout most of the government's development efforts.

Make no mistake: the Creek needs to be cleaned up. We as a people, however, should want it done in a manner that does not damage the environment further and is respectful of Haudenosaunee rights. Dredging may be the answer, but until we are able to adequately review the materials and consider our options, we cannot sign off on this course of action with a sound mind.

In peace and friendship,

Karihwahyontari (Aaron Detlor)

APPENDIX “C”



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

2634 6th Line R.R.# 2 Ohswegen, ON N0A 1M0

April 6, 2022

The Honourable Marc Miller, PC, MP
Minister of Crown Indigenous Relations
House of Commons
Ottawa, Ontario
K1A 0A6

Dear Minister Miller:

I trust this correspondence finds you well and in good spirits.

I am writing to follow up on my correspondence to you of March 7, 2022 which was provided in response to your correspondence of February 3, 2022.

We remain open to meeting with you to address the abuses committed against the Haudenosaunee Confederacy Chiefs Council ("HCCC") on or about 1924 with a view to advancing the direction in your mandate letter to **"[W]ork with existing and traditional Indigenous governments and leaders, whose nations and forms of governance were suppressed and ignored historically by the federal government, to restore respectful nation-to-nation relations, in the spirit of self-determination, by renewing and updating treaty relationships where they exist, including pre-confederation treaties."**

As you may be aware we have asked the Haudenosaunee Development Institute ("HDI") to take such steps as it deems necessary to protect our interests in the litigation that has been commenced by the Six Nations Elected Band Administration as against Her Majesty the Queen in Right of Ontario and Canada (Six Nations of the Grand River v. AG CV-18-594281).

We do not believe that participation in the litigation will impair our ability to begin discussions with your Ministry and the Government of Canada to advance our relationship and your mandate letter. We look forward to meeting with you at your earliest convenience to better understand your mandate and how we can jointly begin the work to restore the respectful relationship between our Confederacy and the Crown.

Until we hear from you and confirm your commitment to meet we have asked other HCCC Committees to refrain from asking for meetings with your Ministry so that we can focus on this issue.

In peace and friendship,

A handwritten signature in cursive script, reading "Hohahes, Leroy Hill". The signature is written in dark ink and is positioned above the printed name.

Hohahes, Leroy Hill
Council Secretary
Haudenosaunee Confederacy Chiefs Council



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

Ohsweken, Ontario

July 4, 2022

This letter is to confirm that the Haudenosaunee Confederacy Chiefs Council (HCCC), in a duly convened council have directed the Haudenosaunee Development Institute (H.D.I.) to coordinate the effort to protect our land rights being discussed in provincial court. As Secretary, I provide the following excerpt from the council minutes of April 2, 2022;

Decision-Council agreed for H.D.I. to intervene and for Aaron Detlor to coordinate our fight. Also, for the Chiefs Committee to work closely with Aaron and the legal team. Also, for information to be shared with Chiefs and Clanmothers on the email chain, to keep everyone updated."

Please feel free to contact me if any further information is needed.

In Peace and Friendship,

Hohahes, Leroy Hill
Council Secretary



Six Nations "Iroquois" Confederacy **GRAND RIVER COUNTRY**

Ohsweken, Ontario

July 25, 2022
Ohsweken, Ontario

Press Release

Haudenosaunee Confederacy Chiefs Council (HCCC)

We, the Royaner of the Haudenosaunee Confederacy feel compelled to once again address misinformation, we understand that issues can become confused if we do not speak the truth, openly, amongst our own people and our allies. Our Council must condemn the repeated interference in our governance by the Crown and its representatives. We must once again remind our Treaty partners and allies that they have no right to interfere in our governance and decision making.

The laws that govern us came from Our Creator and as such, it is a sacred birthright, carried through generations of Haudenosaunee families. These laws, our worldview, traditions, and language, set down how the Haudenosaunee are to live. This includes our responsibility to uphold the Good Mind, to care for one another, the land, and our governance structure. These form the basis of our sovereignty and distinctiveness as a people.

We have been constant friends and loyal allies, which the Crown has repeatedly affirmed through the Two Row Wampum Treaty, the Covenant Chain, the Haldimand Proclamation, Treaty of Niagara, and the 1701 Beaver Hunting Grounds Treaty (Nanfan). These long-standing agreements are meant to uphold a relationship based on mutual respect, peace, and friendship.

While many people are led to believe Canada's genocidal nature is in the past, we stand here today to tell you we are continuing to experience systemic dispossession from our territories and land rights. In particular, we are disturbed by false

correspondence sent to municipalities by Canada's elected band council on July 11, 2022, and repeated attempts by the elected band council to position themselves as being Haudenosaunee. The band council has been using our symbols and a sprinkle of language and the power Canada gives them through the Indian Act, to give the impression they have authority. Unfortunately, they have only succeeded in sowing more distrust and disunity amongst the people.

In 2013, the Haudenosaunee Grand Council at Onondaga reiterated, "whether it is in reference to the Two Row Wampum, Treaties, Nation-to-Nation relationships, or the subtle implication that these elected councils are somehow synonymous with the Haudenosaunee Confederacy or the Traditional Councils. This ambiguity has now perpetuated the false impression and confusion both externally and internally that elected councils are actually a part of the Haudenosaunee Confederacy."

We firmly state that we will not be silenced or accept this latest attempt to eradicate our existence. The elected council does not in any way, shape or form represent Haudenosaunee people on any issue.

The HCCC has been advocating, organizing, and resisting the onslaught of colonial violence, this genocide against our people, for centuries. There have been many attempts and tactics used to assimilate our people into a colonized way of thinking, to destroy our ways of living in order to dispossess us of our sovereignty in our homelands. These tactics include the unilateral imposition of the Indian Act, which was used to impose an elected band administration council system. Since 1924, this act of genocide has been thriving off of ignorance of our ways, the myth of democratic process, and systematic dispossession to legitimize a structure that is completely foreign to our laws and worldview. Through all of this, we have maintained our connection to the land, our laws, our languages, and ceremonies.

Our Council knows many of our people are wounded, lost, and hurting due to the suffering inflicted by the church and the crown. Our parents and grandparents had their language, culture, and identity beaten from them in Residential Schools, as well as the continued attack in Day Schools.

We encourage our people to keep doing your best to connect with your own clan family, to reach out for support across our nations and territories to heal. Our Council will continue to support our people in defense of their rights.

The HCCC believes that Canadian people join us in seeking an end to these longstanding injustices. In order for our people to fully revitalize our own ways of being, we ask that you continue to resist the colonial myths that our Council does not exist.

Keep seeking collaboration with the Haudenosaunee Confederacy Chiefs Council and our sanctioned entities: the Haudenosaunee Development Institute, The Haudenosaunee External Relations Committee, the Haudenosaunee Nationals, Haudenosaunee Wildlife Authority, Haudenosaunee Environmental Task Force, Haudenosaunee Repatriation Committee, and Protect the Tract. We stand here today fully aware of our history, and fully committed to a future where our children can fully enjoy a peaceful and vibrant existence.

In peace and friendship,

Haudenosaunee Confederacy Chiefs Council

APPENDIX “D”



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

2634 6th Line, R. R. #2, Ohswéken, Ontario N0A1M0

September 11, 2018

Notice

The Wisk niyohwentsya:ke make this open and public declaration to all citizens within the Haudenosaunee treaty territory:

Let it be known that:

The responsibility and governance of the Haudenosaunee and our treaty territory rests through the system of the Wisk niyohwentsya:ke (5 Nations Confederacy) put in place by our Peacemaker, and through the laws that He provided within the Kayeneren'ko':wa.

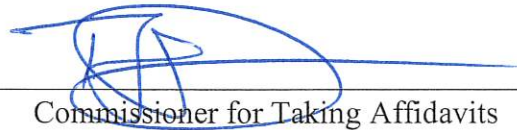
Bill Monture, Wilf Davey, Bob Frank Jr., Lester Green and Moe Sandy are not representative of, nor speak on behalf of the Wisk niyohwentsya:ke. They are acting without and have never had the authority or sanctioning of the Roya'ner (Chiefs) and Yakoya'ner (Clanmothers) of the Wisk niyohwentsya:ke and are outside the sanctity and protection of the Kayeneren'ko':wa and the process of the Wisk niyohwentsya:ke. Further, Moe Sandy is not a holder of wampum for the Wisk niyohwentsya:ke.

This notice will confirm that these individuals and their actions are not representative of the people or community of Oswege (Six Nations).

Hohahes, Leroy Hill
Council Secretary

EXHIBIT B

This is Exhibit "B" to the Affidavit of
Carol Fung, affirmed this 6th day of
February, 2023



Commissioner for Taking Affidavits

January 19, 2023

Delivered By Email

Jeffrey A. Kaufman
Jeffrey Kaufman Law Professional
Corporation
15 Prince Arthur Avenue, Suite 200
Toronto, ON
M5R 1B2

Dear Mr. Kaufman:

**Re: *Six Nations of the Grand River Band of Indians v Canada (AG) et al*
Court File No. CV-18-594281**

We write regarding the motion record served on January 9, 2023.

We would also like to reiterate our request from our letter of November 4, 2022 that you kindly clarify the membership of the "Men's Fire of the Grand River Territory".

1. Nature of Men's Fire Motion

The motion record served on January 9, 2023 was characterized as a "responding motion record". It appears, however, that it is a moving motion record, given that it includes a notice of motion seeking to be added to the litigation as a party.

We would be grateful for your clarification as to the nature of Men's Fire's motion to the extent the record served is not a moving motion record.

2. Requirement for a Draft Pleading

Understanding that Men's Fire's motion seeks "an order granting leave to intervene..." in the litigation pursuant to Rules 13.01 and 13.02, Men's Fire will need to serve a proposed draft pleading. Its motion record is, accordingly, not complete.

As you are aware, and as required by the Court, HDI delivered a proposed draft pleading to the parties on September 9, 2022. This was further to the request of the parties and the direction of Case Management Judge Sanfilippo of August 15, 2022 (and amended August 26, 2022).

Men's Fire's proposed draft pleading should set out the nature of Men's Fire's claim and proposed involvement. HDI (and the other parties/proposed parties) cannot meaningfully put forward a

position or respond to Men's Fire's motion without knowing the claims Men's Fire seeks to advance, its position on the merits, or the nature of the involvement it seeks. Our view is also that Men's Fire's position on the merits of the Band's litigation should also be included in any broad notice to the Haudenosaunee.

We would therefore ask that Men's Fire advise when the parties and proposed parties can expect to receive a draft pleading. It would in our view be best to provide that draft as soon as is possible but in any event before the case management conference before Justice Akbarali scheduled for February 2, 2023. Depending on when we receive the draft pleading, we may also require a brief extension beyond February 6, 2023 for responding materials, which we can speak to at the February 2, 2023 case management conference.

3. The Affidavit of Janace Henry

Men's Fire's motion record encloses as an exhibit to Mr. Davey's affidavit an affidavit sworn by Janace Henry. HDI assumes Men's Fire is seeking to rely on Ms. Henry's affidavit only for the fact that the statement was made given that Ms. Henry's affidavit is tendered as an exhibit to the affidavit of Wilfred Davey.

To the extent that Men's Fire intends to rely on Ms. Henry's affidavit for the truth of its contents, we trust it will be filing a supplementary motion record accordingly and make Ms. Henry available for cross-examination.

4. Striking Portions of Men's Fire's Materials

We will be objecting to certain portions of the Men's Fire's motion record. We will identify these portions with our responding materials and will be seeking to strike those identified portions at the hearing of the various motions to intervene.

We would be happy to discuss any of the foregoing.

All the best,

GILBERT'S LLP



Tim Gilbert

- c. Iris Antonios and Max Shapiro, *Blakes*
Robert Janes, *JFK Law*
David Feliciant and Manizeh Fancy, *Ontario*
Tania Mitchell and Anusha Aruliah, *Canada*

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS
Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA *et al.*
Defendants

Court File No. CV-18-594281

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF CAROL FUNG
(Affirmed February 6, 2023)

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Lawyers for the Haudenosaunee Development Institute

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS
Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA *et al.*
Defendants

Court File No. CV-18-594281

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

**RESPONDING MOTION RECORD OF THE
HAUDENOSAUNEE DEVELOPMENT INSTITUTE**
*(Men's Fire of the Six Nations Grand River Territory
Motion to Intervene)*

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