

**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

TRANSCRIPT BRIEF
(Motion for Joinder/Intervention)

April 6, 2023

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SUPERIOR COURT OF JUSTICE**

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Defendants

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Court File No. CV-18-594281-0000

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Plaintiff

- and -

THE ATTORNEY GENERAL OF CANADA and

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

Defendants

- and -

THE HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of RICHARD SAUL,
on his affidavits affirmed February 6, 2023, taken
via Neesons, a Veritext Company's virtual Zoom
platform, with all participants attending remotely,
on the 7th day of March, 2023.

2	<p>1 A P P E A R A N C E S:</p> <p>2 IRIS ANTONIOS, Esq., for the Plaintiff</p> <p>3 MAX SHAPIRO, Esq.,</p> <p>4 GREGORY SHEPPARD, Esq.,</p> <p>5</p> <p>6 TANIA MITCHELL, Esq., for the Defendant,</p> <p>7 SARAH KANKO, Esq., Attorney General of</p> <p>8 HASAN JUNAID, Esq.,</p> <p>9 KATRINA LONGO, Esq.,</p> <p>10 MYRA SIVALOGANATHAN, Esq.,</p> <p>11 OWEN YOUNG, Esq.,</p> <p>12</p> <p>13 DAVID TORTELL, Esq., for the Defendant,</p> <p>14 His Majesty the King</p> <p>15 In Right of Ontario</p> <p>16</p> <p>17 TIM GILBERT, Esq., for the Moving Party,</p> <p>18 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>19 JONATHAN MARTIN, Esq., Development Institute</p> <p>20 DYLAN GIBBS, Esq.,</p> <p>21 COLIN CARRUTHERS, Esq.,</p> <p>22</p> <p>23 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>24 LIAM GERRY, Esq., The Men's Fire of the</p> <p>25 Grand River Territory</p>	4
3	<p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: RICHARD SAUL</p> <p>4 PAGES</p> <p>5 CROSS-EXAMINATION BY MS. ANTONIOS..... 8 - 103</p> <p>6 CROSS-EXAMINATION BY MR. KAUFMAN..... 103 - 150</p> <p>7</p> <p>8 **The following list of undertakings, advisements</p> <p>9 and refusals is meant as a guide only for the</p> <p>10 assistance of counsel and no other purpose**</p> <p>11</p> <p>12 I N D E X O F U N D E R T A K I N G S</p> <p>13 The questions/requests undertaken are noted by U/T</p> <p>14 and appear on the following pages: 14:2</p> <p>15 I N D E X O F A D V I S E M E N T S</p> <p>16 The questions/requests taken under advisement are</p> <p>17 noted by U/A and appear on the following pages:</p> <p>18 11:17, 57:24, 146:18</p> <p>19 I N D E X O F R E F U S A L S</p> <p>20 The questions/requests refused are noted by R/F and</p> <p>21 appear on the following pages: 29:7, 42:9, 42:13,</p> <p>22 69:25, 72:8, 75:1, 85:24, 111:25, 112:21, 113:14,</p> <p>23 113:19, 113:24, 114:16, 118:13, 124:5, 125:8,</p> <p>24 127:19, 128:15, 129:5, 130:3, 130:15, 144:23,</p> <p>25 147:22, 148:2, 148:7, 150:10, 150:18</p>	5
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<p>7</p> <p>1 Exhibit 14 Declaration of Trust dated October 20, 2 2014, signed by Hazel Hill, 3 Director..... 105:10 4 5 ----- 6 7 INDEX OF EXHIBITS FOR IDENTIFICATION 8 9 NO. DESCRIPTION PAGE/LINE NO. 10 11 Exhibit A Map depicting location of properties 12 owned by 2438534 Ontario Inc. as at 13 February 1, 2023..... 88:18 14 15 Exhibit B Document entitled "Letter of Inquiry 16 from Janace (Henry) Miracle to HDI"... 147:14 17 18 Exhibit C Article in the Two Row Times entitled 19 "Former HDI Director arrested, facing 20 fentanyl possession and weapons charges", 21 dated December 16, 2020..... 148:23 22 23 24 25</p>	<p>9</p> <p>1 right now? 2 A. No, I am not. 3 5 Q. Thank you. And any mobile devices 4 with you? 5 A. No. 6 6 Q. Thank you. This may be more for 7 Mr. Gilbert, but you have copies of the records and 8 the affidavits with you? 9 MR. GILBERT: Yes. 10 BY MS. ANTONIOS: 11 7 Q. Thank you, no other notes? 12 A. No. 13 8 Q. Thank you. And just for the sake 14 of the court reporter, Mr. Saul, if you could 15 respond verbally rather than with nods or shaking 16 of the head, just for her purposes. 17 A. Thank you, I will. Sorry. 18 9 Q. No, no problem, thank you. 19 And, sir, you have sworn two affidavits 20 in this proceeding, both dated February 6, 2023; 21 correct? 22 A. Yes, that is correct. 23 10 Q. The first one I'll refer to, just 24 for ease, as your first affidavit was an affidavit 25 in response to the motion of the Men's Fire of the</p>

<p>10</p> <p>1 Six Nations of the Grand River Territory?</p> <p>2 A. Yes.</p> <p>3 11 Q. And then you swore a shorter</p> <p>4 affidavit on February 6th in support of the</p> <p>5 Haudenosaunee Development Institute's motion to</p> <p>6 participate in this action?</p> <p>7 A. Yes.</p> <p>8 12 Q. I am going to refer to that as the</p> <p>9 second affidavit, just for ease, and you will know</p> <p>10 what I am referring to?</p> <p>11 A. Okay.</p> <p>12 13 Q. Thank you. And I am going to</p> <p>13 refer to the Haudenosaunee Development Institute as</p> <p>14 HDI, again, for ease throughout the examination,</p> <p>15 and you will know who I am referring to?</p> <p>16 A. Okay.</p> <p>17 14 Q. Thank you. And in your second</p> <p>18 affidavit, you have adopted the contents of your</p> <p>19 first affidavit; correct?</p> <p>20 A. Yes.</p> <p>21 15 Q. And so I understand you have some</p> <p>22 corrections to make to the first affidavit, and</p> <p>23 what are those, sir?</p> <p>24 A. It is number 29, paragraph 29.</p> <p>25 16 Q. Yes.</p>	<p>12</p> <p>1 Are you aware of this Notice of</p> <p>2 Examination, sir?</p> <p>3 A. Yes, I am.</p> <p>4 MS. ANTONIOS: I would like to mark</p> <p>5 that as an exhibit, please. And, Madam Reporter,</p> <p>6 we will send electronic copies of the documents we</p> <p>7 share on screen to you and to Counsel.</p> <p>8 EXHIBIT NO. 1: Notice of Examination</p> <p>9 to Richard Saul.</p> <p>10 BY MS. ANTONIOS:</p> <p>11 23 Q. And so you have reviewed this</p> <p>12 Notice of Examination, Mr. Saul?</p> <p>13 A. Yes, I have.</p> <p>14 24 Q. And are you aware that Mr. Gilbert</p> <p>15 responded by way of letter dated March 3rd, 2023,</p> <p>16 to this Notice of Examination?</p> <p>17 A. Yes, I am.</p> <p>18 25 Q. And I'll ask Mr. Sheppard to pull</p> <p>19 that response letter on screen.</p> <p>20 This is the letter, sir?</p> <p>21 A. Yes, I have that in front of me.</p> <p>22 MS. ANTONIOS: And I would like to</p> <p>23 please mark that as an exhibit as well.</p> <p>24 EXHIBIT NO. 2: Letter from</p> <p>25 Mr. Gilbert to Max Shapiro</p>
<p>11</p> <p>1 A. The last sentence. It should read</p> <p>2 "from fiscal year 2016 on", instead of "2017".</p> <p>3 17 Q. Okay, thank you.</p> <p>4 A. And then number 30, there is</p> <p>5 reference to three organizations.</p> <p>6 18 Q. Yes.</p> <p>7 A. The Ogwawihsta one, I just wanted</p> <p>8 to clarify that the first audit for that</p> <p>9 organization was 2019, and in 2018 and 2017 KPMG</p> <p>10 did review engagements.</p> <p>11 19 Q. In 2017 and 2018 KPMG did review</p> <p>12 engagements?</p> <p>13 A. Yes, and then the first audit was</p> <p>14 2019.</p> <p>15 20 Q. And may I have copies of those</p> <p>16 review engagements in 2017 and 2018?</p> <p>17 U/A MR. GILBERT: We'll consider that, yes.</p> <p>18 BY MS. ANTONIOS:</p> <p>19 21 Q. Thank you. Thank you for those</p> <p>20 clarifications, sir.</p> <p>21 A. You are welcome.</p> <p>22 22 Q. Mr. Saul, our office sent a Notice</p> <p>23 of Examination for you to Mr. Gilbert's office</p> <p>24 dated February 22nd, 2023, and I am going to ask</p> <p>25 Mr. Sheppard to pull that up on the screen.</p>	<p>13</p> <p>1 dated March 3, 2023.</p> <p>2 MS. ANTONIOS: And just pause for a</p> <p>3 moment, off the record.</p> <p>4 [Discussion Off The Record.]</p> <p>5 BY MS. ANTONIOS:</p> <p>6 26 Q. And, Mr. Saul, I understand from</p> <p>7 your affidavits that you are a Chartered</p> <p>8 Professional Accountant, CPA?</p> <p>9 A. That is correct.</p> <p>10 27 Q. And you maintain that designation</p> <p>11 today?</p> <p>12 A. Yes, in good standing.</p> <p>13 28 Q. Thank you. And do you have an</p> <p>14 up-to-date curriculum vitae or a professional bio?</p> <p>15 A. Not on me, I don't.</p> <p>16 29 Q. Okay, I --</p> <p>17 A. I --</p> <p>18 30 Q. Sorry, go ahead.</p> <p>19 A. I really haven't had a use for one</p> <p>20 in recent years, but I don't have one with me at</p> <p>21 the moment.</p> <p>22 31 Q. There is one in existence, though,</p> <p>23 even though you don't have it with you right now?</p> <p>24 A. Yeah, there is one in existence.</p> <p>25 I would probably need to update it a little bit.</p>

<p style="text-align: right;">14</p> <p>1 32 Q. May I have a copy of that, please.</p> <p>2 U/T MR. GILBERT: Well, I mean, the point</p> <p>3 is I don't want to do a make-work project, so we'll</p> <p>4 produce the one that exists, and you can have it</p> <p>5 for what it is.</p> <p>6 BY MS. ANTONIOS:</p> <p>7 33 Q. That is fine.</p> <p>8 Okay. I would like to just turn to</p> <p>9 your shorter second affidavit, sir.</p> <p>10 A. Okay.</p> <p>11 34 Q. In paragraph 4 of that second</p> <p>12 affidavit -- let me know when you have got it open.</p> <p>13 A. Yes, I see it.</p> <p>14 35 Q. So in paragraph 4 of your second</p> <p>15 affidavit, you state that you rely on the first</p> <p>16 affidavit to explain HDI's reporting process?</p> <p>17 A. Yes.</p> <p>18 36 Q. And finances?</p> <p>19 A. Yes.</p> <p>20 37 Q. And accountability to the</p> <p>21 Haudenosaunee Confederacy; correct?</p> <p>22 A. Yes, correct.</p> <p>23 38 Q. And when you say "the</p> <p>24 Haudenosaunee Confederacy" in that paragraph, sir,</p> <p>25 are you referring to all members of the</p>	<p style="text-align: right;">16</p> <p>1 turn up now the longer affidavit, sir, what I am</p> <p>2 referring to as your first affidavit.</p> <p>3 A. Okay.</p> <p>4 44 Q. Do you have that?</p> <p>5 A. I do.</p> <p>6 45 Q. And just looking at paragraph 4</p> <p>7 there.</p> <p>8 A. Yes.</p> <p>9 46 Q. You are a Financial Management</p> <p>10 Consultant to HDI?</p> <p>11 A. Yes, amongst other things.</p> <p>12 47 Q. And we'll get there. And that is</p> <p>13 since 2017 you have held that role?</p> <p>14 A. It -- when I initially started</p> <p>15 working with HDI in 2017, the initial role was</p> <p>16 to -- because later on in my affidavit there is</p> <p>17 mention of how the accounting system -- which was</p> <p>18 originally done through Grand River Employment and</p> <p>19 Training, and then HDI took over that</p> <p>20 responsibility themselves.</p> <p>21 So my initial contact with HDI was to</p> <p>22 help facilitate their accounting system and get</p> <p>23 that set up for the three entities, HDI, 243, and</p> <p>24 Ogwawihsta, and to help the staff become accustomed</p> <p>25 with the new software.</p>
<p style="text-align: right;">15</p> <p>1 Haudenosaunee Confederacy?</p> <p>2 A. I think it would be the HCCC, the</p> <p>3 Haudenosaunee Confederacy Chiefs Council.</p> <p>4 39 Q. So when you say "accountability",</p> <p>5 it is just to the Haudenosaunee Confederacy Chiefs</p> <p>6 Council?</p> <p>7 A. And then I guess by extension that</p> <p>8 would be the Haudenosaunee community.</p> <p>9 40 Q. Well, I guess I am just trying to</p> <p>10 understand from you, sir. Are you discussing</p> <p>11 finances and accountability and reporting to the</p> <p>12 community?</p> <p>13 A. Well, I -- the reporting I do</p> <p>14 ultimately ends up with the Confederacy, the</p> <p>15 Haudenosaunee Confederacy Chiefs Council, and then</p> <p>16 from there, there is mechanisms in place to</p> <p>17 disseminate that information.</p> <p>18 41 Q. Okay, and that second step is, you</p> <p>19 say, to all of the members of the Haudenosaunee</p> <p>20 Confederacy community?</p> <p>21 A. That is my understanding.</p> <p>22 42 Q. Okay. Does that include community</p> <p>23 members within the Six Nations of the Grand River?</p> <p>24 A. Yes, it would.</p> <p>25 43 Q. Okay. And if you could please</p>	<p style="text-align: right;">17</p> <p>1 So that was my initial starting point</p> <p>2 with HDI.</p> <p>3 48 Q. And that was in 2017?</p> <p>4 A. Yes.</p> <p>5 49 Q. And you mentioned the other two</p> <p>6 entities there, so you have also fulfilled that</p> <p>7 role with 243 -- I am going to refer to the</p> <p>8 numbered company as 243 Ontario.</p> <p>9 A. Okay.</p> <p>10 50 Q. So you fulfilled that role since</p> <p>11 2017 with 243 Ontario as well?</p> <p>12 A. Yes.</p> <p>13 51 Q. And Ogwawihsta, you have fulfilled</p> <p>14 that financial management consulting role with that</p> <p>15 entity since 2017 as well?</p> <p>16 A. Yes.</p> <p>17 52 Q. Okay. Ogwawihsta I may refer to</p> <p>18 as ODI for short form throughout this examination,</p> <p>19 and you will know who I am referring to?</p> <p>20 A. Yes, that is fine.</p> <p>21 53 Q. Thank you. Any other related</p> <p>22 entities besides 243 and ODI?</p> <p>23 A. No, the three entities are HDI,</p> <p>24 243, and ODI.</p> <p>25 54 Q. And so in your role, you are</p>

<p>18</p> <p>1 familiar with HDI's financial statements? 2 A. Yes. 3 55 Q. And with those of ODI? 4 A. I am. 5 56 Q. And those of 243 Ontario? 6 A. Yes, I am. 7 57 Q. And prior to 2017, when you became 8 involved with the financial management within HDI, 9 was it Brian Doolittle that was responsible for the 10 financial management of HDI? 11 A. Not the -- my understanding from a 12 financial accounting perspective, the financial 13 accounting function was housed at Grand River 14 Employment and Training. HDI, when they first 15 started out, it was my understanding they didn't 16 have the infrastructure, the capacity to fulfil 17 those accounting roles. So Grand River Employment 18 provided that financial service to HDI. 19 My understanding with Brian Doolittle 20 is that he is a Delegate for HDI, a Delegate of 21 Council, as well as a Director for the numbered 22 company. Does that answer your question? 23 58 Q. Well, let me ask this, two 24 questions flowing from that. Is there a particular 25 individual within Grand River Employment and</p>	<p>19</p> <p>1 Training that was responsible for the financial 2 accounts of HDI? 3 A. They were responsible for 4 producing an accounting for the financial 5 information. However, the person at the time on 6 the HDI side would have been Hazel Hill, who would 7 have been the Executive Director I believe was her 8 title of HDI. So she would have managed 9 the -- Grand River Employment and Training wouldn't 10 have -- they were just providing a financial 11 service to, you know, account for the money coming 12 in and the money going out, and those statements 13 were audited. But Hazel Hill was the day-to-day 14 person who ran HDI is my understanding. 15 59 Q. And Ms. Hill, Ms. Hazel Hill, was 16 formerly a Director of HDI, as I understand it? 17 A. She was. 18 60 Q. And is no longer there? 19 A. She is no longer there. 20 61 Q. If you could just have a look at 21 paragraph 20 of your affidavit, sir. 22 A. Yes. 23 62 Q. And you explain there that you are 24 not an expert in traditional Haudenosaunee law; 25 correct?</p>
<p>20</p> <p>1 A. No, I am not. 2 63 Q. And you are not an expert in 3 Haudenosaunee governance structures? 4 A. No, I am not. 5 64 Q. So I take it that also means you 6 are not an expert on the law of the Haudenosaunee 7 Confederacy Chiefs Council? 8 A. No, I am definitely not an expert 9 on that. 10 65 Q. And I take it that also means you 11 are not an expert on the jurisdiction of the 12 Haudenosaunee Confederacy Chiefs Council? 13 A. No, I am not. 14 66 Q. Just turning back to paragraph 12 15 of your affidavit, and you have stated there that 16 HDI functions as a department of the Haudenosaunee 17 government, and when you say the "Haudenosaunee 18 government" there, just to clarify, do you mean the 19 Haudenosaunee Confederacy Chiefs Council? 20 A. Yes, that is what I mean. 21 67 Q. And one of the documents that Mr. 22 Gilbert's office provided in response to your 23 Notice of Examination was an HDI Organizational 24 Structure chart as of February 21st, 2023, and I 25 will just ask Mr. Sheppard to pull that on screen.</p>	<p>21</p> <p>1 Can you see that, sir? 2 A. Yes, I do. 3 68 Q. You are familiar with this? 4 A. I am, yes. 5 MS. ANTONIOS: Can we mark that as an 6 exhibit, please. 7 EXHIBIT NO. 3: Document entitled "HDI 8 Organizational Structure (at February 9 21, 2023)". 10 BY MS. ANTONIOS: 11 69 Q. And so we see "HCCC" at the top of 12 that organizational chart. That is referring to 13 the Haudenosaunee Confederacy Chiefs Council? 14 A. Yes. 15 70 Q. And so based on this chart, this 16 representation, HDI is controlled by the 17 Haudenosaunee Confederacy Chiefs Council? 18 A. Yes. 19 71 Q. And just going through this, the 20 next box down shows "HCCC Delegate #1" and 21 Delegate #2". The two Delegates are Aaron Detlor 22 and Brian Doolittle? 23 A. That's correct. 24 72 Q. Is there any distinction between 25 number 1 and number 2?</p>

<p style="text-align: right;">22</p> <p>1 A. It is my understanding that they 2 have the same authority delegated to them. 3 73 Q. So one of them is not number 1 and 4 one of them is not number 2. This is just 5 explaining that there are two of them? 6 A. Yeah, it is just a way to show 7 that there were two, yes. 8 74 Q. Thank you for clarifying. And no 9 other Delegates? 10 A. There are no other Delegates. I 11 think at the -- it is my understanding at the 12 inception of HDI, there was a third Delegate, but 13 that person is no longer part of the chart there. 14 75 Q. Is that person Hazel Hill? 15 A. No. 16 76 Q. Who was it? 17 A. I think -- I don't know exactly. 18 The last name I believe was Thomas, but I am not 19 entirely certain. It was a long time ago. It 20 predated me. 21 77 Q. Could you please check and just 22 clarify who that person was at inception? 23 MR. GILBERT: That is not a -- this is 24 February. He doesn't know. There will be other 25 witnesses you can ask that.</p>	<p style="text-align: right;">24</p> <p>1 me understand who fulfils what function, but just 2 based on your answer there, do I take it that the 3 delegates are paid for their position as delegates 4 and also paid for other roles that they play? 5 A. I would say they are paid for the 6 other roles that they are fulfilling. That is my 7 understanding. I have never seen invoicing nor 8 financial documents indicating that someone was 9 being paid to be a Delegate. They do that, but 10 they do a bunch of other things. 11 83 Q. So to the best of your knowledge, 12 they are remunerated for their Delegate role and 13 for other roles. You just don't have the details 14 of that? 15 A. I think that is fair to say, yes. 16 84 Q. And just going through this chart, 17 the "Office Administrator", that is Tracey General, 18 I believe? 19 A. Correct. 20 85 Q. Based in Ontario? 21 A. Yes. 22 86 Q. And I am assuming the rest of 23 these positions in this chart are also paid 24 positions; is that correct? 25 A. They are all paid positions, with</p>
<p style="text-align: right;">23</p> <p>1 MS. ANTONIOS: Which other witness, Mr. 2 Gilbert? 3 MR. GILBERT: We have got Mr. Doolittle 4 coming. 5 BY MS. ANTONIOS: 6 78 Q. Thank you. 7 And, Mr. Saul, are the Delegates paid 8 positions? 9 A. Yes, they are paid for their 10 services. 11 79 Q. For their services as Delegates? 12 A. The -- 13 80 Q. Pardon me, go ahead. 14 A. I say the answer to that is yes, 15 and they do other -- amongst other things. 16 They -- yes, they are paid Delegates. 17 81 Q. When you say they do other things, 18 they also have other roles within HDI? 19 A. Well, the day-to-day operations 20 and strategy and so forth. There is a lot of 21 things going on within HDI, so there are day-to-day 22 issues that -- business operating issues that they 23 would be involved with. 24 82 Q. Okay, well, we'll go through some 25 of the roles in this chart and perhaps you can help</p>	<p style="text-align: right;">25</p> <p>1 the exception of the two vacant ones who aren't. 2 87 Q. Understood. 3 A. Yeah. 4 88 Q. And so one of the vacant positions 5 right now, that is "Policy Analyst" that is 6 currently vacant? 7 A. Yes. 8 89 Q. The "Office Assistant", that is an 9 individual based in Ontario? 10 A. Yes. 11 90 Q. And who is that? 12 A. I don't have contact with that 13 person. I think that is -- I have to think about 14 that one. I am not sure. 15 91 Q. Okay, you don't know? 16 A. I don't know that one. 17 92 Q. Okay. "Monitoring Program 18 Manager", who is that currently? 19 A. Todd Williams. 20 93 Q. Todd Williams? 21 A. Yes. 22 94 Q. Based in Ontario? 23 A. Yes. 24 95 Q. Is it Brantford, based in 25 Brantford?</p>

26	<p>1 A. Sorry?</p> <p>2 96 Q. Is Mr. Williams based in</p> <p>3 Brantford?</p> <p>4 A. Where he lives, you mean?</p> <p>5 97 Q. No, the role, the position, where</p> <p>6 he performs his function.</p> <p>7 A. He is at the HDI office.</p> <p>8 98 Q. That is the Sunrise Court office</p> <p>9 in Ohsweken?</p> <p>10 A. Yes, that is one of our -- that is</p> <p>11 one of the addresses. He works out of the office</p> <p>12 at 44 6th Line.</p> <p>13 99 Q. Thank you.</p> <p>14 A. You are welcome.</p> <p>15 100 Q. And underneath the "Monitoring</p> <p>16 Program Manager", we see an "Archaeology & Pipeline</p> <p>17 Coordinator"; who that?</p> <p>18 A. Sharann Martin, S-h-a-r-a-n-n</p> <p>19 Martin.</p> <p>20 101 Q. Thank you. Based in the same</p> <p>21 office as Mr. Williams?</p> <p>22 A. Yes.</p> <p>23 102 Q. And the "Environmental</p> <p>24 Coordinator"?</p> <p>25 A. That is Raechelle Williams,</p>	28
27	<p>1 R-a-e-c-h-e-l-l-e Williams.</p> <p>2 103 Q. Thank you, also based in the same</p> <p>3 office?</p> <p>4 A. Yes.</p> <p>5 104 Q. And moving over to the right,</p> <p>6 "Communications", currently a position that is</p> <p>7 vacant?</p> <p>8 A. Correct.</p> <p>9 105 Q. And moving further to the right,</p> <p>10 "Finance Consultant", is that you?</p> <p>11 A. That is me.</p> <p>12 106 Q. And where do you perform your</p> <p>13 Financial Consultant role for HDI? Is it also</p> <p>14 based at that 44 6th Line office?</p> <p>15 A. It is either there or at my home</p> <p>16 office, depending on what exactly requires to be</p> <p>17 done. But yes, I do work out of that office as</p> <p>18 well.</p> <p>19 107 Q. Okay. And on your team, you have</p> <p>20 a "Finance Officer"?</p> <p>21 A. Yes.</p> <p>22 108 Q. Who is that?</p> <p>23 A. Janice Laforme.</p> <p>24 109 Q. Based in either that same office</p> <p>25 or a home office?</p>	29
	<p>1 A. The same office.</p> <p>2 110 Q. The same office. And "Finance</p> <p>3 Assistant"?</p> <p>4 A. Shannon Hill.</p> <p>5 111 Q. The same office?</p> <p>6 A. Yes.</p> <p>7 112 Q. And then moving over to the right,</p> <p>8 there is a box that says "Consultants". Who are</p> <p>9 the other consultants?</p> <p>10 MR. GILBERT: Ms. Antonios, I don't</p> <p>11 know what the relevance of this is. I have let you</p> <p>12 go a little bit, but now we are going through every</p> <p>13 individual that works for them, and it seems to me</p> <p>14 a fishing expedition on some point that I don't</p> <p>15 understand. So I don't know how it relates to</p> <p>16 anything other than these are, you know, employees</p> <p>17 and that is it. What is --</p> <p>18 MS. ANTONIOS: Mr. --</p> <p>19 MR. GILBERT: Why is this relevant?</p> <p>20 MS. ANTONIOS: Mr. Gilbert, Mr. Saul is</p> <p>21 here to provide evidence on the finances and</p> <p>22 accountability of HDI and HDI is moving for a</p> <p>23 representation order, and so this information is</p> <p>24 relevant to its appropriateness as a representative</p> <p>25 and we are entitled to test that.</p>	
	<p>1 MR. GILBERT: In my view, you are going</p> <p>2 too far. I think it is a proportionality. I mean,</p> <p>3 this is personal information as well. So I am</p> <p>4 going to shut it down at this point.</p> <p>5 MS. ANTONIOS: So you are refusing to</p> <p>6 answer who are the consultants employed by HDI?</p> <p>7 R/F MR. GILBERT: Yes, it is too</p> <p>8 far-reaching from the issues we have.</p> <p>9 BY MS. ANTONIOS:</p> <p>10 113 Q. Okay. Mr. Saul, are you familiar</p> <p>11 with a website called -- or with the address</p> <p>12 hdi.land?</p> <p>13 A. I am aware of it. I don't</p> <p>14 frequent it, but I know it exists.</p> <p>15 114 Q. Okay. I am going to ask</p> <p>16 Mr. Sheppard to show a screenshot from that</p> <p>17 website. Is that the website that you are aware of</p> <p>18 at the hdi.land website?</p> <p>19 A. I have never been to it. I just</p> <p>20 know that that domain exists.</p> <p>21 115 Q. To the best of your knowledge, it</p> <p>22 is an HDI website?</p> <p>23 A. It is a domain that HDI has paid</p> <p>24 for.</p> <p>25 116 Q. Okay. You have no further</p>	

<p style="text-align: right;">30</p> <p>1 knowledge beyond that?</p> <p>2 A. No, not at all.</p> <p>3 117 Q. Okay. I only ask, sir, because</p> <p>4 you are listed on this website, and if Mr. Sheppard</p> <p>5 could scroll down.</p> <p>6 "Rick Saul", is that you, sir?</p> <p>7 A. That is me, yeah.</p> <p>8 118 Q. This site has you listed as</p> <p>9 Treasurer of HDI; is that accurate?</p> <p>10 A. I don't know where that -- I mean,</p> <p>11 that email -- to me it looks like --</p> <p>12 119 Q. Perhaps Mr. Sheppard can zoom in a</p> <p>13 bit.</p> <p>14 A. Those domain names don't -- those</p> <p>15 are just temporary things. I have no knowledge how</p> <p>16 that got there or --</p> <p>17 120 Q. Okay, so that is --</p> <p>18 A. -- but --</p> <p>19 121 Q. Sorry, go ahead.</p> <p>20 A. I just -- I have no knowledge of</p> <p>21 that page.</p> <p>22 122 Q. So it is not accurate? The title</p> <p>23 Treasurer, that is not correct?</p> <p>24 A. That is not a title that I</p> <p>25 commonly refer to.</p>	<p style="text-align: right;">32</p> <p>1 A. That is the mailing address,</p> <p>2 because HDI used to be at that address and then</p> <p>3 they moved to the other address, but they wanted to</p> <p>4 maintain a presence at that Grand River employment</p> <p>5 building. So that is their on-Reserve address.</p> <p>6 129 Q. I see, okay. So when it says</p> <p>7 "Head Office", that is perhaps outdated or</p> <p>8 inaccurate? Their main office is now the 44 6th</p> <p>9 Line, Caledonia address?</p> <p>10 A. I would say most activity goes on</p> <p>11 at 44 6th Line.</p> <p>12 130 Q. Okay, thank you. And then,</p> <p>13 Mr. Sheppard, if you could just scroll down on that</p> <p>14 page, please, there is -- it is a little bit hard</p> <p>15 to make out, but there is an email address there</p> <p>16 info@hdi.land. Are you familiar with that email</p> <p>17 address?</p> <p>18 A. I believe that is the general</p> <p>19 email address for that domain.</p> <p>20 131 Q. Okay. And is that the email</p> <p>21 address where members of the community can email</p> <p>22 HDI?</p> <p>23 A. I am not sure.</p> <p>24 132 Q. You don't know one way or the</p> <p>25 other?</p>
<p style="text-align: right;">31</p> <p>1 123 Q. So you are not Treasurer of HDI?</p> <p>2 A. I guess if I get into the</p> <p>3 definition of what a Treasurer is, but I am not an</p> <p>4 employee of HDI. I am sure I do some Treasurer</p> <p>5 functions, but the title I usually get is Financial</p> <p>6 Consultant.</p> <p>7 124 Q. And when you say you are not an</p> <p>8 employee, you are not a permanent salaried employee</p> <p>9 of HDI?</p> <p>10 A. No.</p> <p>11 125 Q. You have a consulting contract of</p> <p>12 some sort with them?</p> <p>13 A. Yes.</p> <p>14 126 Q. And if I can ask Mr. Sheppard to</p> <p>15 pull -- from the same website, there is a page</p> <p>16 entitled "Contact Us". I just want to -- if you</p> <p>17 could have a look at the addresses listed there,</p> <p>18 again. Mr. Sheppard, if you could please zoom in.</p> <p>19 A. Okay.</p> <p>20 127 Q. So there is a head office listed</p> <p>21 there at 16 Sunrise Court in Ohsweken. Are you</p> <p>22 familiar with that office?</p> <p>23 A. Yes.</p> <p>24 128 Q. And is it correct to refer to that</p> <p>25 as the head office of HDI?</p>	<p style="text-align: right;">33</p> <p>1 A. I don't know.</p> <p>2 133 Q. Thank you, Mr. Sheppard. You can</p> <p>3 close that up.</p> <p>4 Just to round out the who's who, just</p> <p>5 to orient us, paragraph 14 of your first affidavit,</p> <p>6 sir.</p> <p>7 A. Yes.</p> <p>8 134 Q. So there you say that 243 Ontario</p> <p>9 is a corporation formed in October of 2014?</p> <p>10 A. Yes.</p> <p>11 135 Q. And one of the documents that your</p> <p>12 lawyer's office has provided in response to the</p> <p>13 Notice of Examination was the Organizational</p> <p>14 Structure chart for 243 Ontario, so, Mr. Sheppard,</p> <p>15 can you put that on screen as well.</p> <p>16 Do you see that, sir?</p> <p>17 A. Yes, I do.</p> <p>18 136 Q. Are you familiar with this?</p> <p>19 A. I am.</p> <p>20 MS. ANTONIOS: I would like to mark</p> <p>21 that as an exhibit, please.</p> <p>22 EXHIBIT NO. 4: Document entitled</p> <p>23 "2438543 Ontario Inc. Organizational</p> <p>24 Structure (at February 21, 2023)".</p> <p>25 BY MS. ANTONIOS:</p>

<p>1 137 Q. So, again, we see "HCCC" at the 2 top of the structure there. That is, again, 3 referring to the Haudenosaunee Confederacy Chiefs 4 Council? 5 A. Yes. 6 138 Q. From this time forward in the 7 examination, if I refer to HCCC, that is what that 8 is referring to, the Haudenosaunee Confederacy 9 Chiefs Council; is that fair? 10 A. Yes, that is fine. 11 139 Q. Okay, thank you. And so is that 12 to signify that 243 Ontario is controlled by the 13 HCCC? 14 A. Yes, the beneficial interest of 15 the shares are -- go back to the Confederacy and -- 16 yes, to answer your question. 17 140 Q. So ownership and control? 18 A. Yes. 19 141 Q. And then the two Directors, those 20 are Aaron Detlor and Brian Doolittle? 21 A. That's correct. 22 142 Q. And I understand up to 2017, Hazel 23 Hill was also a Director? 24 A. Yes, she was a Director until -- 25 she was removed when she no longer worked with HDI.</p>	34	<p>1 I -- you know, I just bill based on the time that I 2 put in and -- in terms of hours for each entity, so 3 yes. 4 150 Q. So you are remunerated separately 5 depending on which way the work is directed as 6 between these entities? 7 A. Yeah, it is a variable depending 8 upon time of year, and so on. 9 151 Q. Thank you. And then I think we 10 are done with that one, Mr. Sheppard. Thank you. 11 And then at paragraphs 23 and 24 of 12 your affidavit. 13 A. Yes. 14 152 Q. You then talk about ODI and you 15 explain that the HCCC formed ODI in 2016? 16 A. Yes. 17 153 Q. And one of the documents that Mr. 18 Gilbert's office provided in response to the Notice 19 of Examination was ODI's Organizational Structure 20 chart, and I will ask Mr. Sheppard to put that up. 21 And you are familiar with this, sir? 22 A. Yes, I am. 23 154 Q. And again, HCCC at the top, so ODI 24 is controlled by HCCC? 25 A. Yes.</p>	36
<p>1 She was taken off as a Director of 243. 2 143 Q. And that was approximately in 3 2017? 4 A. No, it was after that. I may be 5 speculating here. I think it was 2018. 6 144 Q. Okay. I may be able to help with 7 that. 8 A. Okay. I don't remember the exact 9 date. 10 145 Q. But in any event, no later than 11 2018, to your recollection? 12 A. I just know it coincided with her 13 departure from HDI. 14 146 Q. Okay. And then the "Property 15 Administration", that is a role based in Ontario? 16 A. Yes. 17 147 Q. In the same office as HDI? 18 A. Yes. 19 148 Q. And "Finance Consultant", that is 20 you? 21 A. That is me. 22 149 Q. And are those separate? Do you 23 have separate contracts with each of these 24 entities, sir, HDI, 243? 25 A. Yeah, that would be fair to say.</p>	35	<p>1 155 Q. And the three Directors, these are 2 Aaron Detlor -- one of them is Aaron Detlor? 3 A. Yes. 4 156 Q. And the other is Brian Doolittle? 5 A. Yes. 6 157 Q. And I understand the third is 7 Kelly McNaughton? 8 A. Yes. 9 158 Q. And I take it these are not paid 10 Directorships? 11 A. They are not paid, neither are the 12 243. They are not paid either. 13 159 Q. Thank you for clarifying that. 14 And the "Finance Consultant", that is you? 15 A. That is me. 16 MS. ANTONIOS: Thank you. Can we mark 17 this as an exhibit. 18 EXHIBIT NO. 5: Document entitled 19 "Ogwawihsta Dedwahnnye Organizational 20 Structure (at February 21, 2023)". 21 BY MS. ANTONIOS: 22 160 Q. We can close that one. 23 At paragraph 18 of your affidavit, sir, 24 you describe that HDI has about 60 employees? 25 A. Yes, one of the documents that</p>	37

<p style="text-align: right;">38</p> <p>1 Gilbert's send was a count of the T4 slips. 2 161 Q. Perhaps we can pull that up on 3 screen, Mr. Sheppard. 4 A. Yes, thank you. 5 162 Q. And there are two pages to this, 6 Mr. Saul. One is the 2022 T4 count and then the 7 second page is the 2021. 8 A. Yeah, I was referring to the 2022. 9 163 Q. Okay. Are you familiar with both 10 these charts? 11 A. Yes. 12 MS. ANTONIOS: Can we mark these as 13 exhibits, please? 14 [Court Reporter intervenes for 15 clarification.] 16 EXHIBIT NO. 6: Two documents, being 17 2021 and 2022 Calendar Year T4 Count 18 for HDI. 19 BY MS. ANTONIOS: 20 164 Q. And to clarify, by "T4 count", Mr. 21 Saul, you are referring to the number of people to 22 whom T4 slips were issued for Canadian tax 23 purposes? 24 A. That's correct. 25 165 Q. And that is what you used to</p>	<p style="text-align: right;">40</p> <p>1 of the answer, so please go ahead. 2 A. I lost my train of thought 3 actually. Just continue what you were saying, 4 maybe that will bring me back on track here. 5 What I was saying before was the 6 payroll is facilitated through 243 because HDI does 7 not have a business number because it is not 8 incorporated. It is not a sole proprietorship, and 9 so forth. 10 So 243 provides that service to 11 facilitate payroll. 12 172 Q. Okay. And so just so I am clear, 13 are there individuals who are employed by HDI and 14 another set of individuals employed by 243, or is 15 it the same group that is employed essentially by 16 both companies? 17 A. Anybody who is issued a T4 18 is -- if we look at what you are looking at here, 19 those are all the T4s that are processed inside of 20 the HDI financial accounting system, and 243 21 provides that service to HDI, so -- 22 173 Q. So -- 23 A. So "Monitors", for example, are 24 all HDI, "Admin" are all HDI, for example. 25 174 Q. Okay, so there is a separate</p>
<p style="text-align: right;">39</p> <p>1 determine the number of HDI employees? 2 A. Yeah, it was the easiest way 3 because our year-end is March 31st; it was easier 4 just to go with the calendar year just to 5 illustrate this point. 6 166 Q. So I take it based on that, all of 7 these employees are based in Canada? 8 A. Yes. 9 167 Q. Based in Ontario? 10 A. Yes. 11 168 Q. In paragraph 14 of your affidavit, 12 sir, you say that the payroll is facilitated by 243 13 Ontario. So just to clarify, are these HDI 14 employees or are these 243 Ontario employees? 15 A. 243 is providing the financial 16 services to facilitate payroll because HDI doesn't 17 have a business number. 18 169 Q. So are there separate 19 employees -- 20 A. And so -- 21 170 Q. Go ahead. 22 A. No, go ahead, finish your 23 question. 24 171 Q. No, I apologize. Over Zoom it is 25 hard to know whether a pause is a pause or the end</p>	<p style="text-align: right;">41</p> <p>1 employee list for 243? 2 A. There is no one physically working 3 for 243. All these people are processed through 4 the 243 business number. 5 175 Q. I see. I see. Okay, so just so I 6 am clear, employees all work for HDI but 243 does 7 the paperwork and 243 doesn't have any of its own 8 employees otherwise? 9 A. Correct, and just to clarify, some 10 of those columns you see up there are not 11 HDI-related, per se, but they are -- the payroll is 12 still facilitated through 243. 13 176 Q. I see, okay. So is it fair to say 14 this is the collective employee count for all three 15 entities, HDI, 243, and ODI? 16 A. Yeah, that is a good way to put 17 it, it is. 18 177 Q. Thank you. And just so I am clear 19 as to what we are looking at here, the "Monitors" 20 column, those are the environmental and 21 archaeological monitors that you referred to 22 earlier? 23 A. Yes. 24 178 Q. So just based on this, 34 such 25 employees in 2021 and 50 in 2022?</p>

42	<p>1 A. In the calendar year, yes.</p> <p>2 179 Q. In the calendar year. And are</p> <p>3 these monitors, are they salaried employees or do</p> <p>4 they receive wages?</p> <p>5 A. It is based on hours worked. It</p> <p>6 is seasonal work, depending upon the weather.</p> <p>7 180 Q. And what is the wage rate -- what</p> <p>8 was the wage rate for 2021?</p> <p>9 R/F MR. GILBERT: I don't think that is</p> <p>10 relevant.</p> <p>11 BY MS. ANTONIOS:</p> <p>12 181 Q. What was the wage rate for 2022?</p> <p>13 R/F MR. GILBERT: The same answer, not</p> <p>14 relevant.</p> <p>15 BY MS. ANTONIOS:</p> <p>16 182 Q. And HRC, that is the Haudenosaunee</p> <p>17 Resource Centre?</p> <p>18 A. It is.</p> <p>19 183 Q. Where is that located?</p> <p>20 A. It is on 6th Line in -- on Six</p> <p>21 Nations. I don't know the address.</p> <p>22 184 Q. And that had about, it looks like,</p> <p>23 eight staff in 2022 and nine staff in 2021?</p> <p>24 A. Can you scroll down a bit, please?</p> <p>25 I can't see the total column or the total row.</p>	44
43	<p>1 There we go, yeah, some were part time and some</p> <p>2 were full time. I don't know the breakdown.</p> <p>3 185 Q. Then, Mr. Sheppard, if you can</p> <p>4 scroll up to the headings again.</p> <p>5 A. You can stay at the headings. I</p> <p>6 have the paper in front of me here now.</p> <p>7 186 Q. Okay, thank you. The "Daycare",</p> <p>8 is it only one daycare?</p> <p>9 A. Yeah, it is the Cayuga Language</p> <p>10 Nest Daycare.</p> <p>11 187 Q. And where is that located?</p> <p>12 A. I believe it is on 6th Line. I am</p> <p>13 not a hundred percent sure, though.</p> <p>14 188 Q. And that had four staff?</p> <p>15 A. Yes, the four -- yes, there was a</p> <p>16 maximum of four during the year. I don't know</p> <p>17 their status as to full time or part time, but four</p> <p>18 T4s were issued.</p> <p>19 189 Q. Understood. And "Language", what</p> <p>20 is that, sir?</p> <p>21 A. That is one of the language</p> <p>22 programs that is funded through the land lease</p> <p>23 dollars, and in this particular language program,</p> <p>24 this -- the one person is -- the admin for one</p> <p>25 person is paid for for that language program.</p>	45

<p style="text-align: right;">46</p> <p>1 looking at the same thing. Or do you have a</p> <p>2 physical copy in front of you, sir?</p> <p>3 MR. GILBERT: We are handing him --</p> <p>4 Mr. Dumigan is handing him a copy.</p> <p>5 BY MS. ANTONIOS:</p> <p>6 201 Q. Perfect. Thank you. Just turn to</p> <p>7 paragraph 13.</p> <p>8 A. Okay.</p> <p>9 202 Q. And just let me know when you are</p> <p>10 ready, sir.</p> <p>11 A. Okay.</p> <p>12 203 Q. And so there is a reference there</p> <p>13 to Exhibit L. You have reviewed that Exhibit L?</p> <p>14 A. Yes.</p> <p>15 204 Q. And if we could pull up Exhibit L</p> <p>16 on screen.</p> <p>17 And just to begin here, Mr. Saul, you</p> <p>18 have no reason to dispute the authenticity of these</p> <p>19 documents in Exhibit L?</p> <p>20 A. I don't know. I mean, these go</p> <p>21 back a long way. If they are on the website, I</p> <p>22 guess somebody who had the ability to upload it</p> <p>23 would have uploaded it, but that is a long time</p> <p>24 ago.</p> <p>25 205 Q. You have no reason to dispute that</p>	<p style="text-align: right;">48</p> <p>1 are -- I mean he got there in 2017, I was just</p> <p>2 trying to check when he got there, and these are</p> <p>3 statements well before his time. So he is not the</p> <p>4 person in charge of that operation.</p> <p>5 BY MS. ANTONIOS:</p> <p>6 210 Q. Okay. So, Mr. Saul, you are not</p> <p>7 providing evidence regarding HDI's finances prior</p> <p>8 to 2017?</p> <p>9 A. I can provide insight or evidence</p> <p>10 based on the 2013 audits forward up until 2022. I</p> <p>11 did review those audits from 2013 onwards.</p> <p>12 211 Q. Okay. So you are not providing</p> <p>13 evidence on HDI's finances prior to 2013?</p> <p>14 A. I can't because I haven't looked</p> <p>15 at anything prior to that year.</p> <p>16 212 Q. And no other HDI witness has</p> <p>17 provided evidence on HDI's finances prior to that</p> <p>18 year?</p> <p>19 A. Not to my knowledge.</p> <p>20 MR. GILBERT: You have got about ten</p> <p>21 years there covered, just for the record. I mean,</p> <p>22 it is 2023, and we are going back to 2007 and 2009.</p> <p>23 It is quite a stretch, but anyway, that is your</p> <p>24 argument. Carry on.</p> <p>25 My point is it is not proper to put to</p>
<p style="text-align: right;">47</p> <p>1 they weren't on the website? To put the question</p> <p>2 another way, you agree that these were on the</p> <p>3 website of the Haudenosaunee Confederacy Chiefs</p> <p>4 Council?</p> <p>5 A. I never physically saw them,</p> <p>6 but --</p> <p>7 206 Q. You don't know one way or the</p> <p>8 other?</p> <p>9 A. I just -- I never physically saw</p> <p>10 what was uploaded to the website because it is not</p> <p>11 something I -- I don't have access to uploading</p> <p>12 items to that website.</p> <p>13 207 Q. Okay. But you did review these in</p> <p>14 reviewing paragraph 13 of Councillor Miller's</p> <p>15 affidavit?</p> <p>16 A. Yes, I did see them.</p> <p>17 208 Q. And earlier you told me you are</p> <p>18 familiar with HDI's financial statements?</p> <p>19 A. I am.</p> <p>20 209 Q. So I would like to ask you some</p> <p>21 questions about these.</p> <p>22 MR. GILBERT: Ms. Antonios --</p> <p>23 MS. ANTONIOS: Pardon me, Mr. Gilbert,</p> <p>24 I can't hear you.</p> <p>25 MR. GILBERT: Ms. Antonios, these</p>	<p style="text-align: right;">49</p> <p>1 him documents that don't relate to something he</p> <p>2 knows about.</p> <p>3 MS. ANTONIOS: Mr. Gilbert, he has</p> <p>4 sworn an affidavit saying he is providing evidence</p> <p>5 in response to these two paragraphs of Councillor</p> <p>6 Miller's affidavit on the finances of HDI and on</p> <p>7 the accountability of HDI, so these are entirely</p> <p>8 proper questions.</p> <p>9 I am moving on.</p> <p>10 MR. GILBERT: Well, we disagree about</p> <p>11 what he is going to comment on about documents that</p> <p>12 don't pertain to what he is -- in that time period.</p> <p>13 He has responded what he said in general. There</p> <p>14 was a general broad statement that there is not</p> <p>15 much available about HDI, and he is giving evidence</p> <p>16 about what he is aware of.</p> <p>17 And so you can make whatever you want</p> <p>18 of it, the fact that he wasn't there before -- he</p> <p>19 can't comment before 2013.</p> <p>20 BY MS. ANTONIOS:</p> <p>21 213 Q. And I wanted to clarify that his</p> <p>22 evidence is he can't respond to Councillor Miller's</p> <p>23 evidence prior to 2013 or documents prior to 2013,</p> <p>24 and I have that explanation. So I'll move on.</p> <p>25 Mr. Sheppard, can you just scroll to</p>

50	<p>1 page 1214 of the record, so that is in the same</p> <p>2 Exhibit L. And so that is a KPMG financial</p> <p>3 statement, "Haudenosaunee Development Institute,</p> <p>4 Year Ended March 31st, 2014", and I take it from</p> <p>5 your earlier answer, Mr. Saul, this is something</p> <p>6 you are familiar with?</p> <p>7 A. I am, yes.</p> <p>8 214 Q. And if you can just scroll down,</p> <p>9 Mr. Sheppard, to page 1216, and you can just tell</p> <p>10 me when you are ready, sir, when you have that.</p> <p>11 So this is the KPMG opinion at the</p> <p>12 start of this statement, and at the top there it</p> <p>13 says that HDI's financial statements:</p> <p>14 "[...] as at and for the year</p> <p>15 ended March 31, 2013 were audited by</p> <p>16 another auditor [...]".</p> <p>17 That was Grand River Employment and</p> <p>18 Training?</p> <p>19 A. That would have been through Grand</p> <p>20 River Employment and Training, and it would</p> <p>21 have -- I think the auditor was Millards at that</p> <p>22 time.</p> <p>23 215 Q. Okay.</p> <p>24 A. I think that is who Grand River</p> <p>25 was using. I'm not a hundred percent certain.</p>	52
51	<p>1 216 Q. That is an accounting firm?</p> <p>2 A. That is an accounting firm, yeah,</p> <p>3 auditing firm.</p> <p>4 217 Q. And I just want to clarify</p> <p>5 something, sir. In your affidavit - and this is</p> <p>6 one of the corrections you made earlier today - you</p> <p>7 said that the auditing was performed through Grand</p> <p>8 River Employment up until fiscal 2016. Should that</p> <p>9 actually be 2014, or was this 2014 a kind of a</p> <p>10 one-off event prior to KPMG taking over in 2017?</p> <p>11 A. Sorry, can you repeat that?</p> <p>12 218 Q. Yes. Earlier -- and I'll refer it</p> <p>13 to you in your affidavit specifically. At</p> <p>14 paragraph 30 of your affidavit -- pardon me,</p> <p>15 paragraph 29, the last sentence:</p> <p>16 "From fiscal year 2016 on", and</p> <p>17 2016 is the correction made by you</p> <p>18 earlier today.</p> <p>19 "From [...] 2016 on, HDI has</p> <p>20 conducted its own independent</p> <p>21 financial reporting and annual</p> <p>22 audits."</p> <p>23 And I see that this is a 2014 fiscal</p> <p>24 year audit from KPMG. So I am trying to understand</p> <p>25 was it from 2014 on that KPMG was auditing?</p>	53

<p style="text-align: right;">54</p> <p>1 which is the 1.029 million.</p> <p>2 228 Q. Okay.</p> <p>3 A. And then the "Environmental" would</p> <p>4 refer to environmental monitoring.</p> <p>5 229 Q. So that line item "Application</p> <p>6 fees" on the left there, that includes the</p> <p>7 monitoring?</p> <p>8 A. Which number, sorry?</p> <p>9 230 Q. Just on the left under "Revenues",</p> <p>10 the first line item under "Revenues", that is --</p> <p>11 A. Oh, the 49,000?</p> <p>12 231 Q. No, the heading, the row heading,</p> <p>13 is "Application fees". I am just clarifying that</p> <p>14 application fees includes environmental monitoring</p> <p>15 and archaeological monitoring fees?</p> <p>16 A. Oh, sorry, it would have included</p> <p>17 a combination of those items.</p> <p>18 232 Q. Okay. And then just moving to the</p> <p>19 "Expenses", most of the expenses, as I read this,</p> <p>20 is salaries, benefits and professional fees? It is</p> <p>21 a little over \$1 million?</p> <p>22 A. Yeah, and the reason why I know</p> <p>23 archaeology and environment would include</p> <p>24 monitoring activities is because that is</p> <p>25 labour-intensive work, so yeah, the salaries would</p>	<p style="text-align: right;">56</p> <p>1 Ontario was incorporated by HDI in October of 2014;</p> <p>2 do you see that?</p> <p>3 A. I do.</p> <p>4 239 Q. And as you have also said in your</p> <p>5 affidavit, it was originally incorporated to hold</p> <p>6 an investment in the Grand Valley Wind Project?</p> <p>7 A. Yes.</p> <p>8 240 Q. And one of the documents that you</p> <p>9 produced in response to the Notice of Examination</p> <p>10 was showing that ownership structure, and perhaps</p> <p>11 Mr. Sheppard can pull that up on screen.</p> <p>12 And you are familiar with this</p> <p>13 document, sir?</p> <p>14 A. Yes.</p> <p>15 MS. ANTONIOS: Can we please mark that</p> <p>16 as an exhibit.</p> <p>17 EXHIBIT NO. 7: Document reflecting the</p> <p>18 Grand Valley Wind Project project</p> <p>19 structure.</p> <p>20 BY MS. ANTONIOS:</p> <p>21 241 Q. That is the ownership structure or</p> <p>22 that is the Grand Valley Wind Project project</p> <p>23 structure that you are referring to in your</p> <p>24 affidavit?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">55</p> <p>1 have been 1,007,000; correct.</p> <p>2 233 Q. And then if we could move ahead in</p> <p>3 that exhibit, Mr. Sheppard, to page 1228, this is</p> <p>4 now the financial statement for the year ended</p> <p>5 March 31st, 2017. Do you see that?</p> <p>6 A. Yes.</p> <p>7 234 Q. If we could go to page 1231 in</p> <p>8 that document, that is the Statement of Financial</p> <p>9 Position.</p> <p>10 A. Right.</p> <p>11 235 Q. And as at March 31st, 2017, HDI</p> <p>12 had about 2.9 million in net assets, \$2.9 million</p> <p>13 in net assets?</p> <p>14 A. Yes.</p> <p>15 236 Q. And as I read this, about</p> <p>16 \$1.2 million of that was cash?</p> <p>17 A. 1.2 was cash plus the investments</p> <p>18 of a million.</p> <p>19 237 Q. Right.</p> <p>20 A. Which is probably a GIC, I would</p> <p>21 imagine.</p> <p>22 238 Q. All right. And then if we could</p> <p>23 move ahead to the "Notes", Note 4 on page 1240. So</p> <p>24 I see from those Notes that 243 Ontario -- and this</p> <p>25 is what you say in your affidavit as well, 243</p>	<p style="text-align: right;">57</p> <p>1 242 Q. Thank you. If we could just move</p> <p>2 back to the 2017 financial statement.</p> <p>3 Mr. Sheppard, if you could just zoom in a bit.</p> <p>4 In the second paragraph in the Note</p> <p>5 under 243 Ontario, the paragraph beginning:</p> <p>6 "On February 10, 2016 [...]"</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 243 Q. So I understand based on this that</p> <p>10 on February 10, 2016, HDI transferred the common</p> <p>11 shares of 243 Ontario to the HCCC?</p> <p>12 A. Yes.</p> <p>13 244 Q. In whose names are the common</p> <p>14 shares of 243 Ontario now?</p> <p>15 A. They are in trust for the 50</p> <p>16 Chiefs and related Clans, is my understanding, so</p> <p>17 there is no individual beneficiary.</p> <p>18 245 Q. So to put the question in another</p> <p>19 way - and this may be for Mr. Gilbert - I have seen</p> <p>20 in other records the Declaration of Trust. I have</p> <p>21 not seen a record of exactly how these shares are</p> <p>22 held or in whose names they are held. May we have</p> <p>23 a copy of that or information related to that?</p> <p>24 U/A MR. GILBERT: I'll take that under</p> <p>25 advisement.</p>

<p>58</p> <p>1 BY MS. ANTONIOS: 2 246 Q. Okay. And then if we could scroll 3 down to Note 5, and if we could just zoom in a 4 little bit, Mr. Sheppard, on that. Thank you. 5 Actually, that is fine. 6 Can we move to paragraph -- sorry, page 7 1245 in that exhibit. So this is a document called 8 "Haudenosaunee Development Institute Financial 9 Statements For the 11 Months Ending February 28, 10 2018, Unaudited". 11 I take it from your earlier answer this 12 is a period that you are familiar with, Mr. Saul? 13 A. Yes. 14 247 Q. Was there no audit for the fiscal 15 2018 year? 16 A. That looks like an internally 17 generated -- like for management purposes. But to 18 answer your question, there is audits for -- I 19 reviewed all the audits recently from 2013 to 2022. 20 248 Q. And apart from the audits for 2021 21 and 2022, HDI has not produced any of those 22 financial statements, audited financial statements 23 for the prior years on this motion? 24 A. I think you were provided with the 25 year ending 2022 and 2021; is that correct ?</p>	<p>60</p> <p>1 February 28. That is the 11 months ending, so that 2 would be one month prior to the year-end, but -- 3 254 Q. Understood. 4 A. But you are correct, the excess 5 would be 1,086,000. 6 255 Q. Okay. 7 A. At that point in time. 8 256 Q. Okay. And would the expenses 9 listed there, would the expenses have included 10 legal fees? 11 A. That would include everything. 12 257 Q. Including legal fees? 13 A. Yes. 14 258 Q. And so I take it based on that, 15 that HDI did have the power to direct funds towards 16 legal expenses? 17 A. Yes. 18 259 Q. And then you attach at Exhibit C 19 of your affidavit, your first affidavit, the longer 20 one, the financial statements of HDI for the fiscal 21 year ending March 31st, 2022. 22 And thank you, Mr. Sheppard, we can 23 close what is up on the screen right now. 24 Let me know when you have that, sir. 25 A. What page are you referring to?</p>
<p>59</p> <p>1 249 Q. Yes, and I am saying apart from 2 that, nothing else has been provided? 3 A. Not that I am aware of, no. 4 250 Q. Can we just scroll down through 5 this, what you have referred to as a document 6 prepared for management, to page 1246 of the 7 record. It is a 2018 Statement of Financial 8 Position; do you see that? 9 A. I do. 10 251 Q. So as at February 2018, HDI had 11 about 1.37 million in cash assets; does that sound 12 right? 13 A. Which year, sorry? 14 252 Q. 2018, as at February 2018. 15 A. 1.36 in cash and then a million in 16 a GIC. 17 253 Q. Okay. And if we can turn and 18 scroll forward to the Statement of Operations at 19 page 1247, the next page over, and if you could 20 just zoom so that we can see the contents. Thank 21 you. 22 So based on this, again, for the year 23 ended February 2018, I see there there were net 24 revenues of a little over 1 million that year? 25 A. That is not the year ended</p>	<p>61</p> <p>1 260 Q. So it is Exhibit C of your first 2 affidavit. 3 MR. GILBERT: He has got it. 4 THE WITNESS: Yes. 5 BY MS. ANTONIOS: 6 261 Q. Thank you, and if you could hold 7 that open, I would like to ask some questions about 8 it. But your lawyers also provided in response to 9 the Notice of Examination the HDI financials for 10 the year ended March 2021, and, Mr. Sheppard, if I 11 could ask you to please pull that up. 12 And are you familiar with this 13 financial statement for the year ended March 2021, 14 sir? 15 A. Yes. 16 MS. ANTONIOS: Can we please mark that 17 as an exhibit. 18 EXHIBIT NO. 8: HDI financials for 19 the year ended March 2021. 20 BY MS. ANTONIOS: 21 262 Q. So let's start with the 2021 22 financial statement. If we could look at the Cash 23 Flow Statement at page 4. And so that shows 24 figures for 2021 and comparative figures for 2020; 25 is that correct?</p>

62	<p>1 A. So are we looking at the Statement</p> <p>2 of Financial Position or the Statement of Cash</p> <p>3 Flows?</p> <p>4 263 Q. Pardon me, I would like to look at</p> <p>5 the Cash Flow Statement at page 4. Do you see</p> <p>6 that?</p> <p>7 A. I do.</p> <p>8 264 Q. So that shows the figures for 2020</p> <p>9 and for 2021?</p> <p>10 A. Yeah.</p> <p>11 265 Q. So as I understand from this, the</p> <p>12 cash on hand at the end of fiscal 2020 was about</p> <p>13 \$3.7 million?</p> <p>14 A. Yes.</p> <p>15 266 Q. And then at the end of fiscal</p> <p>16 2021, about \$4.7 million?</p> <p>17 A. Yes.</p> <p>18 267 Q. In the one -- there is listed</p> <p>19 there a \$1.365 million investment in a subsidiary</p> <p>20 in 2021. I understand that was a capital</p> <p>21 contribution from HDI to 243 Ontario?</p> <p>22 A. Yes.</p> <p>23 268 Q. And that was to buy property?</p> <p>24 A. Yes.</p> <p>25 269 Q. If we can scroll to the Notes,</p>	64
63	<p>1 please, starting at page 8, Note 4 starting at page</p> <p>2 8. So at the bottom of that page, sir, there is a</p> <p>3 note that says that:</p> <p>4 "At March 31, 2021, [HDI]</p> <p>5 [...] prepaid success and</p> <p>6 termination fees to a Director in</p> <p>7 the amount of \$130,000 [...]"</p> <p>8 Do you see that?</p> <p>9 A. I do.</p> <p>10 270 Q. Who was that Director?</p> <p>11 A. Aaron Detlor.</p> <p>12 271 Q. And that was in addition to a base</p> <p>13 salary?</p> <p>14 A. He is not on salary. He bills</p> <p>15 based on hours, but that would have been -- that</p> <p>16 would have been in addition to his hours that he</p> <p>17 bills, but obviously that 130 would have been</p> <p>18 captured in the total expense, whatever that</p> <p>19 expense category is.</p> <p>20 272 Q. Okay. And just so I am clear,</p> <p>21 sir, when you say he bills based on hours, he bills</p> <p>22 based on hours in his role as Delegate or in his</p> <p>23 role as lawyer?</p> <p>24 A. In his role as lawyer.</p> <p>25 273 Q. Okay, and so is there a separate</p>	65
	<p>1 remuneration in his role as Delegate?</p> <p>2 A. No, the bills that I see -- when I</p> <p>3 see the invoices, it is all itemized based on time</p> <p>4 spent on various projects.</p> <p>5 274 Q. So --</p> <p>6 A. Whether it is litigation or</p> <p>7 whether it is negotiating.</p> <p>8 275 Q. Okay, so that is in his role as</p> <p>9 lawyer, he bills based on hours, and then there is</p> <p>10 this \$130,000 success fee?</p> <p>11 A. The 130 was based on achieving a</p> <p>12 certain level of revenue.</p> <p>13 276 Q. For HDI?</p> <p>14 A. For HDI for that year, yes.</p> <p>15 277 Q. Okay. And then that is the extent</p> <p>16 of the remuneration?</p> <p>17 A. Yes.</p> <p>18 278 Q. And then in that same Note, it</p> <p>19 says that in 2020 HDI paid success fees to a</p> <p>20 Director in the amount of \$208,866. Who was that</p> <p>21 Director?</p> <p>22 A. The same, Aaron Detlor.</p> <p>23 279 Q. The same, okay. And that same</p> <p>24 structure as you explained for 2021?</p> <p>25 A. Yes.</p>	

66	<p>1 287 Q. And \$1.69 million in 2021?</p> <p>2 A. 1.607, I think, yeah.</p> <p>3 288 Q. Pardon me.</p> <p>4 A. I think that is the same number.</p> <p>5 289 Q. Oh, can you zoom in a little bit,</p> <p>6 Mr. Sheppard, on that? Is it 2021 --</p> <p>7 A. What number are you --</p> <p>8 290 Q. 2021 expenses.</p> <p>9 A. The 3.6, is that what you are</p> <p>10 referring to there?</p> <p>11 291 Q. No, the 1.69.</p> <p>12 A. Oh, the salaries, correct, yes.</p> <p>13 292 Q. The salaries, yes. Okay, and then</p> <p>14 in 2020 - and if I can ask Mr. Sheppard to scroll</p> <p>15 to the left, just so you can see the row labels.</p> <p>16 So legal fees in 2020, about \$88,000,</p> <p>17 if you just scroll to the right?</p> <p>18 A. Yes.</p> <p>19 293 Q. And in 2021, about \$319,000?</p> <p>20 A. Yes.</p> <p>21 294 Q. And then if we can move to the</p> <p>22 2022 financial statement in your Exhibit</p> <p>23 C -- actually, just before we move forward, I just</p> <p>24 want to clarify one thing. What is labelled as</p> <p>25 page 1 of that, of those statements, page 30 of the</p>	68
67	<p>1 record, there are two signatories there. The first</p> <p>2 signatory, that is Aaron Detlor?</p> <p>3 A. Yes.</p> <p>4 295 Q. And to the best of your knowledge,</p> <p>5 the second signatory, is that Brian Doolittle?</p> <p>6 A. Yes.</p> <p>7 296 Q. Thank you. And so I take it,</p> <p>8 based on this, that with your input, Mr. Detlor and</p> <p>9 Mr. Doolittle are the individuals responsible for</p> <p>10 working to prepare these financials?</p> <p>11 A. On a day-to-day basis you mean,</p> <p>12 or --</p> <p>13 297 Q. Well, who is responsible for</p> <p>14 preparing these financial statements that are then</p> <p>15 given to the auditors?</p> <p>16 A. Management is.</p> <p>17 298 Q. And who is management?</p> <p>18 A. It would be Aaron and Brian.</p> <p>19 299 Q. Okay. And is that the same for</p> <p>20 243 Ontario?</p> <p>21 A. Yes.</p> <p>22 300 Q. And the same for ODI?</p> <p>23 A. Yes.</p> <p>24 301 Q. And if we can go to the Program</p> <p>25 Schedule, it is the last page of that, which you</p>	69
	<p>1 discuss in your affidavit as well. Let me know</p> <p>2 when you have that.</p> <p>3 A. I have it.</p> <p>4 302 Q. Okay. So again, just looking at</p> <p>5 the "Revenues" lines there, about \$4.26 million out</p> <p>6 of \$6.43 million of 2022 revenue is archaeological</p> <p>7 monitoring?</p> <p>8 A. Yes.</p> <p>9 303 Q. And in paragraph 58 of your</p> <p>10 affidavit, you explain that they are HDI employees</p> <p>11 that are responsible for monitoring; that's</p> <p>12 correct?</p> <p>13 A. That's correct.</p> <p>14 304 Q. And so these are revenues -- these</p> <p>15 revenues are amounts paid to HDI by project</p> <p>16 proponents for these -- for this archaeological</p> <p>17 monitoring?</p> <p>18 A. That's correct.</p> <p>19 305 Q. And HDI monitors physically attend</p> <p>20 at project sites?</p> <p>21 A. Yes.</p> <p>22 306 Q. And you have not provided the</p> <p>23 details of the particular project that that 4.2</p> <p>24 million comes from or that revenue comes from?</p> <p>25 A. I don't think I have, no.</p>	
	<p>1 307 Q. Can I ask a question, sir. Where</p> <p>2 a project is undertaken without payment to HDI, do</p> <p>3 HDI employees physically attend at the project to</p> <p>4 stop work until a proponent negotiates with HDI?</p> <p>5 A. Could you repeat that?</p> <p>6 308 Q. Sure. Where a project is</p> <p>7 undertaken without payment to HDI --</p> <p>8 MR. GILBERT: What kind of project are</p> <p>9 you talking about, a developer?</p> <p>10 BY MS. ANTONIOS:</p> <p>11 309 Q. A developer, a construction</p> <p>12 project, in a geographical area that HDI says falls</p> <p>13 within its purview, if a developer or a</p> <p>14 construction company or any sort of project on land</p> <p>15 is developed or is started and HDI has not been</p> <p>16 paid, do HDI employees physically attend on that</p> <p>17 site until the project proponent negotiates with</p> <p>18 HDI?</p> <p>19 MR. GILBERT: Well, I don't think it is</p> <p>20 a question for this witness about the finances. It</p> <p>21 is an over-broad question about projects generally</p> <p>22 all over the territory.</p> <p>23 MS. ANTONIOS: So you are refusing that</p> <p>24 question?</p> <p>25 R/F MR. GILBERT: I think so, yeah.</p>	

<p style="text-align: right;">70</p> <p>1 BY MS. ANTONIOS:</p> <p>2 310 Q. Okay. In 2022, HDI had about 1.03</p> <p>3 million in "legal expenses business development"?</p> <p>4 A. Yes.</p> <p>5 311 Q. And these are -- by "legal</p> <p>6 expenses business development", I take it these are</p> <p>7 legal costs associated with negotiation of</p> <p>8 contracts and transactions?</p> <p>9 A. Yes, as well as -- yeah,</p> <p>10 negotiating costs as well as looking at or</p> <p>11 assessing future opportunities as well.</p> <p>12 312 Q. Is it fair to say that this</p> <p>13 category includes anything that is not litigation?</p> <p>14 A. There is a notional allocation</p> <p>15 there between legal expenses business development</p> <p>16 and legal expenses litigation.</p> <p>17 313 Q. Yes, I see that.</p> <p>18 A. I believe it is an 80/20 split.</p> <p>19 That is what we were asked -- that is how we were</p> <p>20 asked to classify it in the statement here.</p> <p>21 314 Q. I see, so it is you take total</p> <p>22 legal expenses and just do an 80/20 split?</p> <p>23 A. In this particular year, yes.</p> <p>24 315 Q. In this particular year.</p> <p>25 A. I think it is 80/20, if my math is</p>	<p style="text-align: right;">72</p> <p>1 such as yourself?</p> <p>2 A. I would be in that category, yes.</p> <p>3 That is not totally me.</p> <p>4 322 Q. That is not totally you?</p> <p>5 A. No.</p> <p>6 323 Q. And you previously refused to</p> <p>7 answer who else was in that category?</p> <p>8 R/F MR. GILBERT: Yes.</p> <p>9 BY MS. ANTONIOS:</p> <p>10 324 Q. And just to clarify a Note in that</p> <p>11 same financial statement, sir, Note 4, and that is</p> <p>12 page 38 of the record, for your reference, and</p> <p>13 that, again, refers to the \$130,000 success fee. I</p> <p>14 take it that is the same \$130,000 success fee that</p> <p>15 was mentioned in the prior year's financial</p> <p>16 statement?</p> <p>17 A. Yes, that's correct.</p> <p>18 325 Q. Can you please to turn to</p> <p>19 paragraph 38, starting at paragraph 38 of your</p> <p>20 affidavit.</p> <p>21 A. Okay.</p> <p>22 326 Q. And I am just looking here at</p> <p>23 paragraphs 38 to 40 of your affidavit, if you want</p> <p>24 to just refresh your memory.</p> <p>25 A. Okay.</p>
<p style="text-align: right;">71</p> <p>1 right.</p> <p>2 316 Q. I think that that roughly matches</p> <p>3 my math, because as I see it, litigation, what is</p> <p>4 allocated to litigation here is \$257,000 out of a</p> <p>5 total of 1.3 in total legal expenses.</p> <p>6 A. Yeah, okay.</p> <p>7 317 Q. So about 23 percent. So this</p> <p>8 isn't actually legal expenses specifically towards</p> <p>9 litigation or specifically towards non-litigation.</p> <p>10 It is just total legal expenses allocated in this</p> <p>11 way?</p> <p>12 A. Yes.</p> <p>13 318 Q. And the total legal expenses are</p> <p>14 about 1.3 million in 2022?</p> <p>15 A. It would be the 1.031 plus the 257</p> <p>16 below that.</p> <p>17 319 Q. Got it, okay. And again, we see</p> <p>18 salaries, benefits and contract fees, and that is</p> <p>19 about 2.3 million out of a total of 5.6 million in</p> <p>20 expenses?</p> <p>21 A. Correct.</p> <p>22 320 Q. For 2022?</p> <p>23 A. Yes.</p> <p>24 321 Q. And the "Consulting and</p> <p>25 professional fees" line, sir, that is consultants</p>	<p style="text-align: right;">73</p> <p>1 327 Q. And so you have attached -- you</p> <p>2 discuss KPMG presentation of its audits, and you</p> <p>3 have attached the agenda for a 2022 presentation at</p> <p>4 Exhibit B. Can you please turn to that.</p> <p>5 A. Yes.</p> <p>6 328 Q. I see from the address at the top</p> <p>7 there of that agenda that that presentation took</p> <p>8 place in Brantford?</p> <p>9 A. It did.</p> <p>10 329 Q. And have these audit presentations</p> <p>11 always taken place in Brantford?</p> <p>12 A. It has varied. Well, COVID was</p> <p>13 the anomaly. In prior years, I can recall it being</p> <p>14 at a hotel in Hamilton; I could recall it being at</p> <p>15 like a Grand River Employment and Training</p> <p>16 building. So it can vary.</p> <p>17 330 Q. Appreciating that it can vary, to</p> <p>18 your knowledge, has it occurred anywhere other than</p> <p>19 Hamilton or Brantford or at Grand River Employment?</p> <p>20 A. It may have prior to 2017. I</p> <p>21 don't know for those years. But my memory reflects</p> <p>22 those places that we just talked about.</p> <p>23 331 Q. And so from 2017 forward, the</p> <p>24 presentations, apart from the COVID years, have</p> <p>25 occurred either in Brantford, Hamilton or at Grand</p>

74	<p>1 River Employment and Training Centre?</p> <p>2 A. Yeah, I can recall being at each</p> <p>3 one of those locations at various times.</p> <p>4 332 Q. And you are aware that in the</p> <p>5 Notice of Examination we asked for a copy of any</p> <p>6 invitation to this presentation?</p> <p>7 A. Yeah, that is Tracey General who</p> <p>8 would have all that. I don't -- I just show up to</p> <p>9 it. I don't get involved in the planning of it.</p> <p>10 333 Q. And no such invitation was</p> <p>11 produced?</p> <p>12 A. I don't believe so.</p> <p>13 334 Q. Is that because it doesn't exist?</p> <p>14 MR. GILBERT: Well, it is a</p> <p>15 cross-examination. It is not a discovery. So he</p> <p>16 doesn't get involved in invitations. He just told</p> <p>17 you that.</p> <p>18 BY MS. ANTONIOS:</p> <p>19 335 Q. He has represented in his</p> <p>20 affidavit that these presentations are held for the</p> <p>21 benefit of the community. We have asked for any</p> <p>22 information on how these presentations are made</p> <p>23 known to the community, and you have refused to</p> <p>24 provide any such information. Are you still</p> <p>25 refusing that?</p>	76
75	<p>1 R/F MR. GILBERT: Yes, I am refusing based</p> <p>2 on this examination and this process that we have.</p> <p>3 BY MS. ANTONIOS:</p> <p>4 336 Q. So you don't know one way -- just</p> <p>5 turning back to paragraphs 38 to 40 of your</p> <p>6 affidavit, sir.</p> <p>7 A. Yes.</p> <p>8 337 Q. In paragraph 40 when you say:</p> <p>9 "Typically, this meeting is</p> <p>10 coordinated by HDI Office Manager</p> <p>11 Tracey General [...]".</p> <p>12 You have no information or evidence to</p> <p>13 give one way or the other as to how these</p> <p>14 presentations are made known to the community?</p> <p>15 A. Well, it is not to the community</p> <p>16 in general. It is to the Chiefs and Clan Mothers.</p> <p>17 338 Q. And you don't have any evidence as</p> <p>18 to how the Chiefs and Clan Mothers communicate this</p> <p>19 to the community?</p> <p>20 A. I don't know specifically. Tracey</p> <p>21 would have her way of communicating with them on a</p> <p>22 regular basis for various issues, but I am not</p> <p>23 aware of how that works exactly.</p> <p>24 339 Q. And Ms. General has not provided</p> <p>25 any evidence on this motion?</p>	77
	<p>1 MR. GILBERT: No.</p> <p>2 BY MS. ANTONIOS:</p> <p>3 340 Q. And just --</p> <p>4 MR. GILBERT: Counsel, do you want</p> <p>5 to -- it is 11:30. Do you want to take just a</p> <p>6 regular morning break now?</p> <p>7 MS. ANTONIOS: Sure. Ten minutes?</p> <p>8 MR. GILBERT: Sure.</p> <p>9 MS. ANTONIOS: Okay.</p> <p>10 MR. GILBERT: Thank you.</p> <p>11 MS. ANTONIOS: Thank you. And, Mr.</p> <p>12 Saul, I just have to ask, and this is a standard</p> <p>13 question, you are not to discuss your evidence with</p> <p>14 anyone during the break.</p> <p>15 THE WITNESS: Understood.</p> <p>16 MS. ANTONIOS: Thank you.</p> <p>17 -- RECESSED AT 11:31 A.M.</p> <p>18 -- RESUMED AT 11:40 A.M.</p> <p>19 BY MS. ANTONIOS:</p> <p>20 341 Q. Mr. Saul, you said earlier that</p> <p>21 you were aware of the info@hdi.land email address?</p> <p>22 A. Yes.</p> <p>23 342 Q. I am going to show you a letter</p> <p>24 sent to that email address, and I will ask</p> <p>25 Mr. Sheppard to pull it up on screen. So it is an</p>	
	<p>1 email dated March 2nd, 2023, from Councillor Helen</p> <p>2 Miller and attaches, if Mr. Sheppard can scroll</p> <p>3 down, a letter sent to that email address referring</p> <p>4 to your affidavit. Have you seen this before?</p> <p>5 A. I did.</p> <p>6 343 Q. You did see that?</p> <p>7 A. Yes. Tracey General showed it to</p> <p>8 me.</p> <p>9 344 Q. And when was that, sir?</p> <p>10 A. March 2nd.</p> <p>11 345 Q. You saw that on March 2nd. I take</p> <p>12 it you have not responded to this letter?</p> <p>13 A. Well, it is difficult to respond</p> <p>14 to it. Can you open up the actual letter?</p> <p>15 346 Q. That is the letter, sir. It is up</p> <p>16 on the screen.</p> <p>17 A. It was received at our office on</p> <p>18 March 2nd with a February 28th deadline. And then</p> <p>19 I referred it to Gilbert's here because there is</p> <p>20 ongoing litigation, so -- I don't want to say</p> <p>21 something.</p> <p>22 347 Q. So beyond referring it to</p> <p>23 Gilbert's, you did not respond to this letter?</p> <p>24 MR. GILBERT: I believe we sent a</p> <p>25 response yesterday.</p>	

78	<p>1 MS. ANTONIOS: Can we go off record for</p> <p>2 a moment.</p> <p>3 MR. GILBERT: Yes.</p> <p>4 [Discussion Off The Record.]</p> <p>5 MS. ANTONIOS: So we were just</p> <p>6 discussing between Counsel. I understand that a</p> <p>7 response hasn't been sent yet. Mr. Gilbert's</p> <p>8 office says a response is forthcoming. I will</p> <p>9 reserve questions then on this until we see that.</p> <p>10 MR. GILBERT: What I believe, it was</p> <p>11 sent to us for comment. The witness said he got it</p> <p>12 March 2nd. We got it yesterday afternoon. I</p> <p>13 intended to send you a letter respecting this.</p> <p>14 Apparently it didn't go. So that is about the</p> <p>15 state of the record as it is right now, and that is</p> <p>16 all I can say.</p> <p>17 BY MS. ANTONIOS:</p> <p>18 348 Q. Okay, so I will reserve questions</p> <p>19 on whatever response we receive in relation to</p> <p>20 this.</p> <p>21 If you could turn, please, to paragraph</p> <p>22 58 of your affidavit, Mr. Saul.</p> <p>23 A. Yes.</p> <p>24 349 Q. So in the last sentence there, you</p> <p>25 state that:</p>	80	<p>1 process. I am not as familiar -- or I am not</p> <p>2 familiar with the monitors how -- I mean, I have</p> <p>3 seen the people in charge of that program going</p> <p>4 through resumés and so forth, but I am not familiar</p> <p>5 with the process for those.</p> <p>6 353 Q. So you don't know one way or the</p> <p>7 other if the openings for monitors are publicly</p> <p>8 posted somewhere?</p> <p>9 A. I can't give a definitive answer</p> <p>10 on that.</p> <p>11 354 Q. Okay. And your Counsel has not</p> <p>12 provided any of those requested information in</p> <p>13 response to that specific request in the Notice of</p> <p>14 Examination?</p> <p>15 A. Correct.</p> <p>16 355 Q. Please turn to paragraph 61 of</p> <p>17 your first affidavit.</p> <p>18 A. Yes.</p> <p>19 356 Q. And there you say -- have a look</p> <p>20 at the sentence beginning:</p> <p>21 "The projects include language</p> <p>22 projects [...]"</p> <p>23 Do you see that?</p> <p>24 A. I do.</p> <p>25 357 Q. Sorry, it begins at the bottom of</p>
79	<p>1 "HDI employs monitors from the</p> <p>2 Haudenosaunee community and has paid</p> <p>3 more than \$1.7 million in respect of</p> <p>4 salaries, benefits, and contract</p> <p>5 fees for the same monitors during</p> <p>6 the year."</p> <p>7 Do you see that?</p> <p>8 A. I do.</p> <p>9 350 Q. And you are aware that we</p> <p>10 requested in your Notice of Examination copies of</p> <p>11 any public job postings for those employment</p> <p>12 positions with HDI. Are you aware of that?</p> <p>13 A. Yes, I am aware of that.</p> <p>14 351 Q. And you did not produce any?</p> <p>15 A. I don't have access to those.</p> <p>16 352 Q. Do they exist?</p> <p>17 A. I can comment on three positions</p> <p>18 that I have familiarity with. The Finance</p> <p>19 Assistant that was hired last year, the job posting</p> <p>20 was on Grand River's Employment and Training's job</p> <p>21 board, and then resumés came in. There was an</p> <p>22 interview process.</p> <p>23 And then the two vacant positions right</p> <p>24 now, the Communications and -- what is the other</p> <p>25 one -- Policy, I know those went through a similar</p>	81	<p>1 page 15 and continues on page 16.</p> <p>2 A. Yes.</p> <p>3 358 Q. You have not described any</p> <p>4 specific language projects; correct?</p> <p>5 A. I don't think so. I think I just</p> <p>6 said "language projects".</p> <p>7 359 Q. You have not specified what those</p> <p>8 are?</p> <p>9 A. You mean the nature of the</p> <p>10 expenditure or the organization?</p> <p>11 360 Q. Both.</p> <p>12 A. Each year, the HCCC -- these land</p> <p>13 lease dollars are earmarked through HCCC approval,</p> <p>14 and the language projects, there is two or three,</p> <p>15 depending on the year. There is the Mohawk</p> <p>16 language, the Cayuga language, which are every</p> <p>17 year. The Onondaga language hasn't run in a couple</p> <p>18 of years now, as I recall, and the expenditures</p> <p>19 relate to the students' stipends to attend the</p> <p>20 language training.</p> <p>21 361 Q. And this --</p> <p>22 A. And --</p> <p>23 362 Q. Pardon me, go ahead.</p> <p>24 A. And some administration for the</p> <p>25 Cayuga program. But the bulk of the expenditures</p>

82	<p>1 are for student stipends for the students to attend</p> <p>2 the training.</p> <p>3 363 Q. And that is --</p> <p>4 A. And that language program is</p> <p>5 co-funded by the Six Nations Language Commission.</p> <p>6 They fund different parts of those expenses, so it</p> <p>7 is both entities or both parties are making that</p> <p>8 happen.</p> <p>9 364 Q. And so I take it by that answer</p> <p>10 these language training programs take place on the</p> <p>11 Six Nations of the Grand River Reserve?</p> <p>12 A. Yes. It is adult, adult language</p> <p>13 for the students.</p> <p>14 365 Q. And then daycare projects, that is</p> <p>15 the daycare that you described earlier?</p> <p>16 A. Yeah, currently the Cayuga</p> <p>17 Language Nest Daycare is funded. In prior years, I</p> <p>18 am trying to think pre-COVID, they opened this land</p> <p>19 lease funds -- when I say "they", the HCCC opened</p> <p>20 up the land lease funds to other projects, and one</p> <p>21 of the private daycares in the prior year received</p> <p>22 funding, but the amounts, I can't remember, but</p> <p>23 currently it is just that first one that I</p> <p>24 described.</p> <p>25 366 Q. And that private daycare, where</p>	84
83	<p>1 was that located?</p> <p>2 A. Six Nations.</p> <p>3 367 Q. Six Nations, and you mean by that</p> <p>4 Six Nations of the Grand River Reserve?</p> <p>5 A. Yes. But that one, the private</p> <p>6 one, the one I just alluded to, is not being funded</p> <p>7 now. It is just a -- in a prior pre-COVID year</p> <p>8 when there was some funding allocated to them.</p> <p>9 368 Q. If you could turn to paragraph 17</p> <p>10 of your affidavit, and let me know when you have</p> <p>11 that.</p> <p>12 A. Yes.</p> <p>13 369 Q. You state there that 243 Ontario</p> <p>14 is the vehicle through which the HDI and HCCC owns</p> <p>15 real property?</p> <p>16 A. Correct.</p> <p>17 370 Q. And you are referring to that --</p> <p>18 you refer in that paragraph to "off-reserve real</p> <p>19 property". I take it the "reserve" you are</p> <p>20 referring to again is the Six Nations of the Grand</p> <p>21 River Reserve in Ohsweken?</p> <p>22 A. Yes.</p> <p>23 371 Q. And in relation to that, in</p> <p>24 response to our Notice of Examination, you sent the</p> <p>25 financial statements for 243 Ontario for the fiscal</p>	85
	<p>1 year ended -- fiscal years ended 2021 and 2022?</p> <p>2 A. Yes.</p> <p>3 372 Q. And I will ask Mr. Sheppard to</p> <p>4 bring up on screen the 243 Ontario financial</p> <p>5 statement for the year ended 2021. Do you see</p> <p>6 that, sir?</p> <p>7 A. Yes, I do. Yes.</p> <p>8 373 Q. And you are familiar with that?</p> <p>9 A. I am.</p> <p>10 MS. ANTONIOS: Can we please mark this</p> <p>11 as an exhibit.</p> <p>12 EXHIBIT NO. 9: Financial statement</p> <p>13 for 2438543 Ontario Inc. for the year</p> <p>14 ended March 31, 2021.</p> <p>15 BY MS. ANTONIOS:</p> <p>16 374 Q. Just scrolling to the Notes, if I</p> <p>17 can ask Mr. Sheppard to go to the Notes on page 4,</p> <p>18 and just at the top of the page there, the sentence</p> <p>19 reading:</p> <p>20 "The Entity is 100% owned by</p> <p>21 the Haudenosaunee Confederacy Chiefs</p> <p>22 Council [...]."</p> <p>23 That is what you were referring to</p> <p>24 earlier in terms of the common shares being held in</p> <p>25 trust?</p>	
	<p>1 A. Yes.</p> <p>2 375 Q. And then just scrolling to the</p> <p>3 bottom of page 7 of that financial statement, so do</p> <p>4 you see the paragraph under the heading</p> <p>5 "Haudenosaunee Development Institute"?</p> <p>6 A. Yes, I do.</p> <p>7 376 Q. So:</p> <p>8 "Haudenosaunee Development</p> <p>9 Institute [...], an unincorporated</p> <p>10 organization also 100% owned by the</p> <p>11 Haudenosaunee Confederacy Chiefs</p> <p>12 Council [...]"</p> <p>13 Do you agree with that statement that</p> <p>14 the HDI is one hundred percent owned by the HCCC?</p> <p>15 A. Yes.</p> <p>16 377 Q. And so is the HCCC ultimately</p> <p>17 responsible for any debts and liabilities of HDI?</p> <p>18 MR. GILBERT: I guess you are asking a</p> <p>19 legal question.</p> <p>20 BY MS. ANTONIOS:</p> <p>21 378 Q. Well, then maybe I'll direct that</p> <p>22 to Mr. Gilbert. Is HCCC ultimately responsible for</p> <p>23 the debts and liabilities of HDI?</p> <p>24 R/F MR. GILBERT: I don't know, but I don't</p> <p>25 think it is relevant to the motion.</p>	

86	<p>1 MS. ANTONIOS: Well, I think it is very</p> <p>2 relevant to the ability to fulfil cost awards, for</p> <p>3 example, on the motion.</p> <p>4 MR. GILBERT: That is for argument. I</p> <p>5 still don't think it is relevant.</p> <p>6 BY MS. ANTONIOS:</p> <p>7 379 Q. Okay, and does the HCCC have its</p> <p>8 own financial statements, Mr. Saul?</p> <p>9 A. No, they don't have a bank</p> <p>10 account. Nothing flows through them.</p> <p>11 380 Q. So everything flows through the</p> <p>12 three entities that you have discussed in your</p> <p>13 affidavit?</p> <p>14 A. Yes.</p> <p>15 381 Q. And just going back to your</p> <p>16 earlier answer, so HDI does not own real property</p> <p>17 in its own name? Any real property is owned</p> <p>18 through 243 Ontario due to land registry</p> <p>19 requirements; is that correct?</p> <p>20 A. Correct.</p> <p>21 382 Q. And in response to our Notice of</p> <p>22 Examination, your lawyers did produce -- they also</p> <p>23 produced the statements of 243 Ontario for the</p> <p>24 fiscal year ending March 2022. I'll ask</p> <p>25 Mr. Sheppard to bring that up.</p>	88
87	<p>1 Are you familiar with this statement,</p> <p>2 sir?</p> <p>3 A. Yes, I am.</p> <p>4 MS. ANTONIOS: Can we please mark that</p> <p>5 as an exhibit.</p> <p>6 EXHIBIT NO. 10: Financial statements</p> <p>7 for 2438543 Ontario Inc. for the year</p> <p>8 ended March 31, 2022.</p> <p>9 BY MS. ANTONIOS:</p> <p>10 383 Q. And if we go to the Cash Flow</p> <p>11 Statement at page 3, we see there in the "Investing</p> <p>12 activities", 243 made about \$3.6 million in</p> <p>13 property purchases in the fiscal year ending 2022?</p> <p>14 A. Yes.</p> <p>15 384 Q. And in response to our Notice of</p> <p>16 Examination, HDI, Mr. Gilbert's office, did produce</p> <p>17 the list of real property held by 243, and I will</p> <p>18 ask Mr. Sheppard to bring that up.</p> <p>19 Are you familiar with this, sir?</p> <p>20 A. Yes.</p> <p>21 MS. ANTONIOS: Can we please mark that</p> <p>22 as an exhibit.</p> <p>23 EXHIBIT NO. 11: Document entitled</p> <p>24 "2438543 Ontario Inc. Real Property -</p> <p>25 Ownership at February 1, 2023".</p>	89
	<p>1 BY MS. ANTONIOS:</p> <p>2 385 Q. This is all the property currently</p> <p>3 owned by 243?</p> <p>4 A. Yes, so that would -- the last two</p> <p>5 would not show up on the most recent audit that you</p> <p>6 have.</p> <p>7 386 Q. But this --</p> <p>8 A. But this list is comprehensive.</p> <p>9 387 Q. This list is comprehensive. And</p> <p>10 for ease of reference, we just had someone in our</p> <p>11 office just depict the locations of these</p> <p>12 properties on a map. I will just ask Mr. Sheppard</p> <p>13 to pull that on screen.</p> <p>14 And I appreciate you are not familiar</p> <p>15 with this, sir, so I would just like to mark it for</p> <p>16 identification, not as an exhibit, just to help</p> <p>17 orient us.</p> <p>18 EXHIBIT A (FOR IDENTIFICATION): Map</p> <p>19 depicting location of properties owned</p> <p>20 by 2438534 Ontario Inc. as at February</p> <p>21 1, 2023.</p> <p>22 BY MS. ANTONIOS:</p> <p>23 388 Q. So the 126 Pauline Johnson Road</p> <p>24 property, that is farmland in Caledonia?</p> <p>25 A. I don't know if that is in</p>	

90	<p>1 was used for community purposes, community farming.</p> <p>2 395 Q. Well, I'll go through each</p> <p>3 address, sir.</p> <p>4 A. All right.</p> <p>5 396 Q. 1594 Concession 2 Townsend,</p> <p>6 Wilsonville, Ontario, that is farmland also within</p> <p>7 the vicinity of Ohsweken?</p> <p>8 A. Yeah, it is relatively close.</p> <p>9 397 Q. Okay. 9 Fawcett Road, Brantford,</p> <p>10 that is a property that is used as an HDI office</p> <p>11 near Brantford?</p> <p>12 A. Yeah, for research and document</p> <p>13 storage and farming.</p> <p>14 398 Q. Okay. 392 Oneida Road, Caledonia,</p> <p>15 that is a Haudenosaunee Confederacy Chiefs Council</p> <p>16 office?</p> <p>17 A. That is, and then the second level</p> <p>18 is the language -- the Cayuga Language Program</p> <p>19 rents that space.</p> <p>20 399 Q. And that is also generally in the</p> <p>21 vicinity of Six Nations Reserve 40?</p> <p>22 A. Yes.</p> <p>23 400 Q. 44 6th Line, Caledonia, that is</p> <p>24 the HDI office that we discussed earlier?</p> <p>25 A. Yes.</p>	92
91	<p>1 401 Q. And that is also within the</p> <p>2 vicinity of Six Nations of the Grand River Reserve?</p> <p>3 A. Yes.</p> <p>4 402 Q. 51 6th Line, Caledonia, that is a</p> <p>5 vacant building, as I understand that?</p> <p>6 A. It is.</p> <p>7 403 Q. No developments there yet?</p> <p>8 A. There was supposed to be a</p> <p>9 partnership with social -- I think it is called Six</p> <p>10 Nations Elected Government, the Six Nations Social</p> <p>11 Services. There was an agreement in principle</p> <p>12 there to rent space to families as part of their</p> <p>13 program, their programming, and those talks were</p> <p>14 going back and forth for quite awhile. And then</p> <p>15 renovations were done and so forth, and then at the</p> <p>16 last minute the Elected Council backed out of it.</p> <p>17 So it is currently in the vacant status right now.</p> <p>18 404 Q. And that is based on your answer</p> <p>19 also within the vicinity of the Six Nations of the</p> <p>20 Grand River Reserve?</p> <p>21 A. It is.</p> <p>22 405 Q. 518 Argyle Street, Caledonia, that</p> <p>23 is land and buildings?</p> <p>24 A. Yes.</p> <p>25 406 Q. And that is also within the</p>	93
	<p>1 vicinity of Reserve 40?</p> <p>2 A. Yes.</p> <p>3 407 Q. 386 Oneida Road, that is land and</p> <p>4 buildings in Caledonia?</p> <p>5 A. Yeah, no farmland, but just</p> <p>6 the -- that would be a house.</p> <p>7 408 Q. That is a house?</p> <p>8 A. It is.</p> <p>9 409 Q. It is a house. Does anybody</p> <p>10 reside there?</p> <p>11 A. No, right now it is being</p> <p>12 modified, renovated for future use.</p> <p>13 410 Q. It is intended to be used as a</p> <p>14 residence?</p> <p>15 A. Or some other community purpose.</p> <p>16 That one was just purchased relatively recently, so</p> <p>17 I don't know for sure what the purpose is.</p> <p>18 411 Q. That is also --</p> <p>19 A. I think that is being discussed</p> <p>20 right now.</p> <p>21 412 Q. Also relatively close to the Six</p> <p>22 Nations of the Grand River Reserve?</p> <p>23 A. It is.</p> <p>24 413 Q. And then there is a Toronto</p> <p>25 property, Unit 154, 38 Howard Park Avenue. I take</p>	
	<p>1 it that is a unit in a residential condominium</p> <p>2 building in Toronto?</p> <p>3 A. Yeah, to be used for the increase</p> <p>4 in business or contracts that are anticipated in</p> <p>5 the Toronto region, like to have -- you know, for</p> <p>6 office purposes and for accommodation purposes,</p> <p>7 among others.</p> <p>8 414 Q. So that is being used as partially</p> <p>9 an HDI office?</p> <p>10 A. Yeah, for the expansion of HDI</p> <p>11 East going to the Toronto area.</p> <p>12 415 Q. And there are HDI employees</p> <p>13 residing there?</p> <p>14 A. No, nobody is residing there. It</p> <p>15 is for -- a lot of people travel from Six Nations</p> <p>16 to Toronto. Right now nobody is because it is in</p> <p>17 the off season, but it will be a place to</p> <p>18 accommodate meetings, overnight stays, and so</p> <p>19 forth.</p> <p>20 416 Q. If you could turn to paragraph 25</p> <p>21 of your first affidavit, sir.</p> <p>22 A. Yes.</p> <p>23 417 Q. And there you are talking about</p> <p>24 ODI and you say that ODI's primary function is to</p> <p>25 help community groups secure funding through grant</p>	

94	<p>1 programs.</p> <p>2 A. That is currently what it does,</p> <p>3 yes.</p> <p>4 418 Q. And you say that:</p> <p>5 "[...] only one such agreement</p> <p>6 is on the books."</p> <p>7 By "on the books", do you mean that ODI</p> <p>8 has only concluded one grant agreement?</p> <p>9 A. There is one active one.</p> <p>10 419 Q. And in response to our Notice of</p> <p>11 Examination, you produced the financial statements</p> <p>12 of ODI for the fiscal years ended March 31st, 2021</p> <p>13 and 2022. Perhaps we can bring up the 2021</p> <p>14 statement first.</p> <p>15 Are you familiar with this, sir?</p> <p>16 A. Yes.</p> <p>17 MS. ANTONIOS: Can we please mark that</p> <p>18 as an exhibit.</p> <p>19 EXHIBIT NO. 12: Financial statements</p> <p>20 of Ogwawihsta Dedwahsnye for the year</p> <p>21 ended March 31, 2021.</p> <p>22 BY MS. ANTONIOS:</p> <p>23 420 Q. And just for ease, can we also</p> <p>24 pull up the March 31st, 2022, statement. Are you</p> <p>25 familiar with this, sir?</p>	96
95	<p>1 A. Yes.</p> <p>2 MS. ANTONIOS: Can we please mark that</p> <p>3 as an exhibit.</p> <p>4 EXHIBIT NO. 13: Financial statements</p> <p>5 of Ogwawihsta Dedwahsnye for the year</p> <p>6 ended March 31, 2022.</p> <p>7 BY MS. ANTONIOS:</p> <p>8 421 Q. And can we scroll down to Note 4</p> <p>9 of this financial statement. So Note 4 refers to</p> <p>10 the Aboriginal Learning Initiative, ALI. Is that</p> <p>11 the one agreement that is on the books that you are</p> <p>12 referring to?</p> <p>13 A. Yes.</p> <p>14 422 Q. In your affidavit.</p> <p>15 A. Yes.</p> <p>16 423 Q. No other community programs</p> <p>17 currently funded through ODI?</p> <p>18 A. No.</p> <p>19 424 Q. The ALI, this program, is it based</p> <p>20 in Ohsweken?</p> <p>21 A. No, it is -- sorry, the recipient</p> <p>22 or the funder?</p> <p>23 425 Q. The program as administered by</p> <p>24 ODI.</p> <p>25 A. Sorry, you mean -- I'm sorry,</p>	97
	<p>1 the --</p> <p>2 426 Q. So --</p> <p>3 A. The organization that is receiving</p> <p>4 the funding, is that what you mean?</p> <p>5 427 Q. Yes.</p> <p>6 A. Yeah, they are on Six Nations,</p> <p>7 correct.</p> <p>8 428 Q. And what is that organization?</p> <p>9 A. It is a private daycare.</p> <p>10 429 Q. This is separate from the daycare</p> <p>11 that you mentioned earlier?</p> <p>12 A. Yes.</p> <p>13 430 Q. Are you familiar, sir, with the</p> <p>14 annual returns and filings for ODI?</p> <p>15 A. I am familiar that there is a</p> <p>16 requirement.</p> <p>17 431 Q. Perhaps I can take you to them.</p> <p>18 If I can ask Mr. Sheppard to open up the affidavit</p> <p>19 of Elena Reonegro dated November 2nd, 2022, Exhibit</p> <p>20 E.</p> <p>21 If you could scroll to the annual</p> <p>22 return for 2020, Mr. Sheppard, page 1313, and if we</p> <p>23 could just zoom out a bit.</p> <p>24 So I see that is the annual return for</p> <p>25 ODI for 2020, and the declaration says it was</p>	
	<p>1 signed by you. Are you familiar with that?</p> <p>2 A. Yeah, I sent it in.</p> <p>3 432 Q. And so you have signing authority</p> <p>4 for ODI?</p> <p>5 A. No, I don't.</p> <p>6 433 Q. So this is just signifying that</p> <p>7 you just sent it in. It is just an administrative</p> <p>8 act?</p> <p>9 A. That was my understanding.</p> <p>10 434 Q. Okay. If we could scroll up to</p> <p>11 the beginning of that exhibit, Mr. Sheppard. These</p> <p>12 are the annual returns, so starting with the annual</p> <p>13 return for this organization for 2018, that</p> <p>14 declaration, that first 2018 declaration, is signed</p> <p>15 by Colin Martin. I understand Mr. Martin used to</p> <p>16 be a Director of ODI?</p> <p>17 A. Yeah, he was.</p> <p>18 435 Q. The Directorship positions, these</p> <p>19 are appointments by the HCCC?</p> <p>20 A. Yes.</p> <p>21 436 Q. There was no public recruitment</p> <p>22 process for them?</p> <p>23 A. I know there was for -- I know</p> <p>24 things went into the -- there was an ad in the</p> <p>25 newspaper for -- I don't know about -- I can give</p>	

98	<p>1 you two examples.</p> <p>2 There was one for Myka Burning. I</p> <p>3 remember there was an ad placed for that when there</p> <p>4 was an opening. I think too for Kelly McNaughton,</p> <p>5 if I am not mistaken. But I do recall there being</p> <p>6 ads put in the newspaper for -- I don't know about</p> <p>7 the formation of the company or the organization</p> <p>8 way back then, but I know there were some ads for</p> <p>9 Directors who were interested.</p> <p>10 437 Q. And you mentioned a Myka Burning.</p> <p>11 That is someone who used to be a Director but is no</p> <p>12 longer a Director?</p> <p>13 A. Yes.</p> <p>14 438 Q. And in terms of Colin Martin, you</p> <p>15 don't know whether there was a public recruitment</p> <p>16 process for his role as Director?</p> <p>17 A. I don't know, because I think he</p> <p>18 was there from the very beginning, which predated</p> <p>19 me.</p> <p>20 439 Q. Okay. Now I understand there was</p> <p>21 an individual named Elvera Garlow that used to be a</p> <p>22 Director of ODI up until about 2018; is that</p> <p>23 correct?</p> <p>24 A. I think she may have been one of</p> <p>25 the original people with Colin.</p>	100
99	<p>1 440 Q. And to your knowledge, no -- or</p> <p>2 you don't know one way or the other, I suppose,</p> <p>3 based on your earlier answer, whether there was a</p> <p>4 recruitment process for her position?</p> <p>5 A. I do not know that.</p> <p>6 441 Q. If we can move forward to Exhibit</p> <p>7 E of this same affidavit, I am going to show you</p> <p>8 the Articles of Incorporation for this entity.</p> <p>9 MR. GILBERT: Where particularly?</p> <p>10 BY MS. ANTONIOS:</p> <p>11 442 Q. It is page 1327, starting at page</p> <p>12 1327 of the record; do you see that?</p> <p>13 A. Yes.</p> <p>14 443 Q. And if you can just scroll down,</p> <p>15 Mr. Sheppard, and this is not the best quality</p> <p>16 printing, but if I can ask Mr. Sheppard to zoom in.</p> <p>17 These are old documents.</p> <p>18 MR. GILBERT: He has got the hard copy</p> <p>19 here.</p> <p>20 MS. ANTONIOS: He has got the --</p> <p>21 MR. GILBERT: It is very faint, though.</p> <p>22 BY MS. ANTONIOS:</p> <p>23 444 Q. Are you able to read this</p> <p>24 statement of the purpose of incorporation. I'll</p> <p>25 read it to you, sir.</p>	101

<p style="text-align: right;">102</p> <p>1 not-for-profit, like the example we talked about</p> <p>2 before of the private daycare.</p> <p>3 451 Q. I see. So it is not providing a</p> <p>4 financial management system. It is essentially</p> <p>5 providing grant services for the Six Nations at</p> <p>6 Grand River Territory?</p> <p>7 A. That is all it is doing now,</p> <p>8 correct.</p> <p>9 MS. ANTONIOS: If I could have five</p> <p>10 minutes, Mr. Gilbert and Madam Reporter, I think I</p> <p>11 can streamline any remaining questions.</p> <p>12 MR. GILBERT: Okay, thank you.</p> <p>13 MS. ANTONIOS: We'll go for a</p> <p>14 five-minute break. Thank you.</p> <p>15 -- RECESSED AT 12:13 P.M.</p> <p>16 -- RESUMED AT 12:20 P.M.</p> <p>17 BY MS. ANTONIOS:</p> <p>18 452 Q. Mr. Saul, you mentioned earlier</p> <p>19 that you are paid for performing the role of</p> <p>20 Finance Consultant at HDI and its related entities.</p> <p>21 Are you receiving separate compensation to provide</p> <p>22 evidence on this motion?</p> <p>23 A. No.</p> <p>24 453 Q. So you are just billing your</p> <p>25 regular time by the hour for this?</p>	<p style="text-align: right;">104</p> <p>1 examination this morning, you were asked to refer</p> <p>2 to but not shown a document entitled a Declaration</p> <p>3 of Trust. I would like to show you that document,</p> <p>4 please, and I will have Mr. Lian Gerry put it on</p> <p>5 the shared screen for us.</p> <p>6 MR. GILBERT: Just a moment. It will</p> <p>7 be up there.</p> <p>8 BY MR. KAUFMAN:</p> <p>9 456 Q. Mr. Saul, have you seen that</p> <p>10 document before?</p> <p>11 A. I have seen it, yes.</p> <p>12 457 Q. Okay, and it is dated October 20,</p> <p>13 2014, and signed by Hazel Hill whose name is listed</p> <p>14 as a Director. Was she a Director at that time?</p> <p>15 MR. GILBERT: A Director of what?</p> <p>16 BY MR. KAUFMAN:</p> <p>17 458 Q. It says in the document a Director</p> <p>18 of "Haudenosaunee Development Institute, in trust".</p> <p>19 A. Was she a Director of HDI, is that</p> <p>20 the question?</p> <p>21 459 Q. Yes.</p> <p>22 A. My understanding is yes, but I</p> <p>23 wasn't there at the time, but I believe she was.</p> <p>24 460 Q. And you believe that is her</p> <p>25 signature?</p>
<p style="text-align: right;">103</p> <p>1 A. Yes.</p> <p>2 MS. ANTONIOS: Subject to the</p> <p>3 undertakings given and the refusals and the</p> <p>4 questions taken under advisement, those are my</p> <p>5 questions. Thank you.</p> <p>6 MR. GILBERT: Thank you.</p> <p>7 MS. ANTONIOS: Perhaps we could take a</p> <p>8 20-minute lunch break, if everybody is okay with</p> <p>9 that.</p> <p>10 MR. GILBERT: Do we have an estimate of</p> <p>11 time, just for planning purposes of who is going</p> <p>12 next? It is Mr. Kaufman and how long do you think</p> <p>13 you might be?</p> <p>14 [Discussion Off The Record.]</p> <p>15 -- RECESSED AT 12:22 P.M.</p> <p>16 -- RESUMED AT 1:00 P.M.</p> <p>17 CROSS-EXAMINATION BY MR. KAUFMAN:</p> <p>18 454 Q. Good afternoon, Mr. Saul. My name</p> <p>19 is Jeffrey Kaufman. I am Counsel for the Men's</p> <p>20 Fire, who is an Intervenor in your intervention</p> <p>21 motion.</p> <p>22 A. Hi there.</p> <p>23 455 Q. I am going to ask you some</p> <p>24 questions following up on the examination this</p> <p>25 morning by Counsel for the Band Council. In the</p>	<p style="text-align: right;">105</p> <p>1 A. I haven't seen her signature in</p> <p>2 awhile.</p> <p>3 461 Q. Do you have any reason to doubt</p> <p>4 that that's her signature and signing as a Director</p> <p>5 of HDI?</p> <p>6 A. I have no reason not to believe it</p> <p>7 is.</p> <p>8 MR. KAUFMAN: We'll mark this as the</p> <p>9 next exhibit, please.</p> <p>10 EXHIBIT NO. 14: Declaration of Trust</p> <p>11 dated October 20, 2014, signed by Hazel</p> <p>12 Hill, Director.</p> <p>13 BY MR. KAUFMAN:</p> <p>14 462 Q. Mr. Saul, you'll note that the</p> <p>15 Declaration of Trust is dated October 20, 2014, and</p> <p>16 you indicate in your affidavit at paragraph 14 that</p> <p>17 243 Ontario was formed on that date on October 20,</p> <p>18 2014; is that correct?</p> <p>19 A. Yes, that is correct.</p> <p>20 463 Q. And given that this was a seminal</p> <p>21 document created on the formation of HDI, have you</p> <p>22 at any time or are you aware if anyone else at any</p> <p>23 time has investigated the issues surrounding the</p> <p>24 beneficiaries of Schedule A of that document?</p> <p>25 MR. GILBERT: I think you had an</p>

106	<p>1 assumption in there about HDI. Could you just</p> <p>2 repeat the question?</p> <p>3 BY MR. KAUFMAN:</p> <p>4 464 Q. Yes. Have you - and I said you as</p> <p>5 an officer or consultant for HDI - or anyone else</p> <p>6 who is in senior management of HDI or of 243</p> <p>7 Ontario ever investigated the issues surrounding</p> <p>8 the beneficiaries purportedly listed in Schedule A</p> <p>9 of this Declaration of Trust?</p> <p>10 MR. GILBERT: I am trying to -- so the</p> <p>11 short form is have you ever investigated the</p> <p>12 circumstances surrounding the beneficiaries --</p> <p>13 MR. KAUFMAN: Yeah, who were listed --</p> <p>14 MR. GILBERT: -- of the trust?</p> <p>15 MR. KAUFMAN: Yes, listed in Schedule</p> <p>16 A.</p> <p>17 MR. GILBERT: Do you have Schedule A</p> <p>18 there?</p> <p>19 Okay.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 465 Q. Have you?</p> <p>22 MR. GILBERT: So starting with the</p> <p>23 witness himself, has he ever investigated the</p> <p>24 circumstances surrounding the beneficiaries? It</p> <p>25 sounds like a very general open question. I wonder</p>	108
107	<p>1 if you could focus it more, particularly to this</p> <p>2 witness?</p> <p>3 MR. KAUFMAN: I can do that.</p> <p>4 MR. GILBERT: And what issues there</p> <p>5 are. It presupposes that there are issues, and I</p> <p>6 don't know what you mean by "issues".</p> <p>7 BY MR. KAUFMAN:</p> <p>8 466 Q. An issue has been raised that --</p> <p>9 and my clients have put this in an affidavit in</p> <p>10 this proceeding, that at least half of the Chiefs</p> <p>11 listed in Schedule A were not alive at the time</p> <p>12 this document was signed October 20, 2014.</p> <p>13 Were you made aware of that issue, sir?</p> <p>14 A. I have no knowledge.</p> <p>15 467 Q. Did you ever speak to Mr. Detlor</p> <p>16 or Mr. Doolittle about that matter?</p> <p>17 A. No.</p> <p>18 468 Q. Did Mr. Detlor or Mr. Doolittle</p> <p>19 ever raise that matter with you at any time?</p> <p>20 A. No.</p> <p>21 469 Q. Are you aware whether there is any</p> <p>22 other document between 243 Ontario and HCCC other</p> <p>23 than this Declaration of Trust dated October 20,</p> <p>24 2014?</p> <p>25 A. No, I am not aware of anything.</p>	109
	<p>1 [Court Reporter intervenes for</p> <p>2 clarification.]</p> <p>3 BY MR. KAUFMAN:</p> <p>4 470 Q. So, Mr. Saul, I take it then the</p> <p>5 position that the shares are held in trust for</p> <p>6 HCCC, being the shares of 243 Ontario, are solely</p> <p>7 based on this Declaration of Trust dated October</p> <p>8 20, 2014?</p> <p>9 A. I don't know.</p> <p>10 471 Q. You are not aware of any other</p> <p>11 trust documentation, though?</p> <p>12 A. I am not.</p> <p>13 472 Q. Thank you. Do you also know why</p> <p>14 the shares that were held on behalf of HCCC were</p> <p>15 not transferred to HCCC until 2016? Do you know</p> <p>16 why it took that long to transfer shares?</p> <p>17 A. That predated me. I am not aware.</p> <p>18 473 Q. Do you know the reason why shares</p> <p>19 were transferred two years later in 2016?</p> <p>20 A. No, I don't.</p> <p>21 474 Q. Have you ever seen any transfer</p> <p>22 documentation in that regard?</p> <p>23 A. No, I haven't.</p> <p>24 475 Q. Have you ever seen any share</p> <p>25 certificates in the name of HCCC?</p>	

<p>110</p> <p>1 though.</p> <p>2 480 Q. So are exemption forms issued for</p> <p>3 employees through 243?</p> <p>4 A. I would have to confirm with the</p> <p>5 payroll person.</p> <p>6 481 Q. Are you aware whether there has</p> <p>7 been an issue about getting exemptions because it</p> <p>8 is an Ontario corporation?</p> <p>9 A. I have not come across any issues.</p> <p>10 482 Q. Well, you are not aware if any</p> <p>11 exemptions have been applied, are you?</p> <p>12 A. To the personal income?</p> <p>13 483 Q. Yes.</p> <p>14 A. No, the income is exempt.</p> <p>15 484 Q. Well, it is my understanding the</p> <p>16 income, there is exemption for services that are</p> <p>17 delivered to a Reserve on the Reserve. It is not</p> <p>18 for off-Reserve services. You can't exempt those</p> <p>19 services; isn't that correct?</p> <p>20 A. I would have to look into that.</p> <p>21 MR. GILBERT: I think we are getting a</p> <p>22 little far afield from the issues in the action.</p> <p>23 It is like an examination about CRA practice. It</p> <p>24 is a little bit outside the scope here, I think.</p> <p>25 MR. KAUFMAN: Counsel, it is --</p>	<p>112</p> <p>1 be examined on everybody's own CRA practices, so I</p> <p>2 don't see the relevance. I am going to refuse the</p> <p>3 question.</p> <p>4 BY MR. KAUFMAN:</p> <p>5 490 Q. You indicated that Mr. Detlor</p> <p>6 received what you described as success fees, and</p> <p>7 you indicated that in 2021 he received 130,000 for</p> <p>8 success fees and in 2022 he received 208,000 for</p> <p>9 success fees. Did Mr. Detlor receive success fees</p> <p>10 in any other years since 2017?</p> <p>11 A. There would have been success fees</p> <p>12 prior to that year you mentioned.</p> <p>13 491 Q. And do you know the total amount</p> <p>14 of success fees Mr. Detlor has received from HDI or</p> <p>15 243 Ontario?</p> <p>16 A. From the origin of the entities?</p> <p>17 492 Q. Yes.</p> <p>18 A. No, I don't know that figure.</p> <p>19 493 Q. Would you undertake to provide me</p> <p>20 with that information?</p> <p>21 R/F MR. GILBERT: No.</p> <p>22 MR. KAUFMAN: And what is the grounds</p> <p>23 for the refusal?</p> <p>24 MR. GILBERT: It is not an examination</p> <p>25 for discovery. It is a cross-examination. If the</p>
<p>111</p> <p>1 MR. GILBERT: I am failing to see the</p> <p>2 relevance of it.</p> <p>3 BY MR. KAUFMAN:</p> <p>4 485 Q. It is highly relevant to the</p> <p>5 issues about the practices of HDI and 243 and being</p> <p>6 outside the circle by the operation of corporations</p> <p>7 off the Reserve. So I would like to be able to ask</p> <p>8 this witness one further question.</p> <p>9 You are a CPA?</p> <p>10 A. I am.</p> <p>11 486 Q. You have never investigated that</p> <p>12 issue?</p> <p>13 A. The office is on Reserve.</p> <p>14 487 Q. 6th Line is not on Reserve, is it?</p> <p>15 A. No, 16 Sunrise Court is on</p> <p>16 Reserve.</p> <p>17 488 Q. But you said most of your</p> <p>18 employees are on 6th Line, which is off Reserve.</p> <p>19 Did you not say that?</p> <p>20 A. Not most of them. The monitors</p> <p>21 are not physically at that office on 6th Line.</p> <p>22 489 Q. The employees you say are on 6th</p> <p>23 Line, they are not entitled to an exemption, are</p> <p>24 they?</p> <p>25 R/F MR. GILBERT: Well, he is not here to</p>	<p>113</p> <p>1 witness knows the answer, he can tell you. He</p> <p>2 doesn't know the answer.</p> <p>3 MR. KAUFMAN: Well, he is here as a</p> <p>4 representative of HDI as a CPA who should know the</p> <p>5 numbers, and he should know - it is not a big</p> <p>6 organization - how much Mr. Detlor has received in</p> <p>7 success fees.</p> <p>8 MR. GILBERT: You have my answer.</p> <p>9 BY MR. KAUFMAN:</p> <p>10 494 Q. Do you know how Mr. Doolittle is</p> <p>11 remunerated?</p> <p>12 A. He is paid a monthly fee.</p> <p>13 495 Q. And how much is he paid?</p> <p>14 R/F MR. GILBERT: Don't answer the</p> <p>15 question.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 496 Q. Who is the highest paid person at</p> <p>18 HDI?</p> <p>19 R/F MR. GILBERT: Don't answer the</p> <p>20 question.</p> <p>21 BY MR. KAUFMAN:</p> <p>22 497 Q. How much is the highest paid</p> <p>23 employee get at HDI or 243?</p> <p>24 R/F MR. GILBERT: Again, refusal.</p> <p>25 BY MR. KAUFMAN:</p>

114	<p>1 498 Q. I take it the revenues are largely</p> <p>2 generated by HDI through deals it makes with</p> <p>3 contractors and infrastructure organizations in</p> <p>4 respect of their use of land; is that a fair</p> <p>5 statement?</p> <p>6 A. Yes.</p> <p>7 499 Q. And I take it all those revenues</p> <p>8 are generated because your position is that these</p> <p>9 entities are operating on the people's land, the</p> <p>10 Haudenosaunee Confederacy land; correct?</p> <p>11 A. Yes.</p> <p>12 500 Q. And you would agree with me</p> <p>13 because it involves the land, those revenues</p> <p>14 actually under Haudenosaunee law belong to the</p> <p>15 people, don't they?</p> <p>16 R/F MR. GILBERT: Well, that calls for a</p> <p>17 question about who owns what. It is a legal</p> <p>18 question. He is here as a financial witness,</p> <p>19 financial capacity.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 501 Q. I would like to show you firstly</p> <p>22 the HCCC website. That is in Schedule A to Mr.</p> <p>23 Saul's affidavit. So on this website page you</p> <p>24 produce, towards the middle, it states:</p> <p>25 "The problem of development on</p>	116	<p>1 you -- I am not saying you are an expert. I just</p> <p>2 asked, based on your experience, do you agree with</p> <p>3 that statement?</p> <p>4 A. I am not in a position to answer</p> <p>5 that. I don't know.</p> <p>6 505 Q. Do you have any knowledge,</p> <p>7 information or belief to disagree with that</p> <p>8 statement?</p> <p>9 A. Can you repeat that, please?</p> <p>10 506 Q. Do you have any knowledge,</p> <p>11 information or belief in order to disagree with</p> <p>12 that statement?</p> <p>13 A. No.</p> <p>14 507 Q. Then we go two further paragraphs</p> <p>15 down, and this website of HCCC says:</p> <p>16 "The HDI functions and operates</p> <p>17 in accordance with Haudenosaunee</p> <p>18 Law. The HDI is not about any</p> <p>19 individuals - it is about</p> <p>20 establishing a process and structure</p> <p>21 that protects Haudenosaunee rights</p> <p>22 long after any individuals are</p> <p>23 gone."</p> <p>24 Do you agree with that statement?</p> <p>25 MR. GILBERT: Well, again, he is not an</p>
115	<p>1 Haudenosaunee lands is not a new</p> <p>2 problem. Historically developers</p> <p>3 were simply called squatters - and</p> <p>4 the solution was to ensure that</p> <p>5 lands were leased rather than sold.</p> <p>6 This was done for the perpetual care</p> <p>7 and maintenance of the Haudenosaunee</p> <p>8 people and consistent with one of</p> <p>9 the mandates of HCCC, which is to</p> <p>10 protect the interests of the</p> <p>11 Haudenosaunee people."</p> <p>12 Do you agree with that statement?</p> <p>13 A. I am not an expert on</p> <p>14 Haudenosaunee law.</p> <p>15 502 Q. Well, you put this in your</p> <p>16 affidavit. I take it you read it before you put it</p> <p>17 as Schedule A -- Exhibit A to your affidavit?</p> <p>18 MR. GILBERT: We put in an excerpt from</p> <p>19 the website. It doesn't mean he is an expert on</p> <p>20 everything on a website.</p> <p>21 BY MR. KAUFMAN:</p> <p>22 503 Q. Well, did you read the exhibit</p> <p>23 before you marked it as an exhibit, sir?</p> <p>24 A. Yes, I have read it.</p> <p>25 504 Q. Okay, and the statement I read to</p>	117	<p>1 expert on Haudenosaunee law, so it is what it is.</p> <p>2 It is a statement on the website.</p> <p>3 BY MR. KAUFMAN:</p> <p>4 508 Q. I am not asking as an expert. I</p> <p>5 am asking you, do you agree with the statement that</p> <p>6 the HDI is not about any individuals. It is about:</p> <p>7 "[...] establishing a process</p> <p>8 and structure that protects</p> <p>9 Haudenosaunee rights long after any</p> <p>10 individuals are gone."</p> <p>11 As a senior member who consults for HDI</p> <p>12 since 2017, do you agree with that statement or</p> <p>13 not?</p> <p>14 MR. GILBERT: Our submission is it is</p> <p>15 irrelevant what he thinks, but for whatever, go</p> <p>16 ahead, Mr. Saul, you can answer to the best of your</p> <p>17 ability what your understanding is.</p> <p>18 THE WITNESS: This paragraph here?</p> <p>19 MR. GILBERT: Yes, the one he just</p> <p>20 read.</p> <p>21 THE WITNESS: Based on what I hear from</p> <p>22 other people that work in the circle that I work</p> <p>23 in, this is what I hear and this is what I read,</p> <p>24 but that is the extent, I guess, of my knowledge.</p> <p>25 BY MR. KAUFMAN:</p>

<p>118</p> <p>1 509 Q. And since you have been involved 2 with HDI since 2017, has HDI operated in that 3 manner? 4 MR. GILBERT: That is a pretty broad 5 question. 6 BY MR. KAUFMAN: 7 510 Q. Has HDI since 2017 operated in a 8 manner that protects the interests of the 9 Haudenosaunee people? 10 A. I believe it does. 11 511 Q. And how have they operated in a 12 manner that protects the Haudenosaunee people? 13 R/F MR. GILBERT: Well, this is just -- it 14 is an over-broad question about a whole huge long 15 period of history. 16 MR. KAUFMAN: I am asking -- 17 MR. GILBERT: If there is something in 18 particular you want to focus on, you can focus in 19 on that question, but -- 20 MR. KAUFMAN: I am focussed on since he 21 has been there, since 2017. 22 MR. GILBERT: That is a huge long 23 period of time. There are all kinds of things. If 24 you have a question -- like what do you want to 25 focus on? Is there a topic, as opposed to the</p>	<p>120</p> <p>1 Chief or Clan Mother about any such direction, have 2 you? 3 A. I interact very little with the 4 Chiefs and Clan Mothers. I don't attend those 5 meetings. 6 516 Q. So you only know what Mr. Detlor 7 or Mr. Doolittle tell you about the direction from 8 any Chief or Clan Mother; is that a fair statement? 9 A. I think it is a fair statement, 10 yeah. 11 517 Q. And then you go on to say at 12 paragraph 17 that HDI: 13 "[...] began acquiring 14 off-reserve real property for use by 15 the Chiefs, Clan Mothers, HDI, and 16 members of the community." 17 So I would like to break that down, 18 sir. 19 A. Yes. 20 518 Q. Which off-Reserve property did HDI 21 acquire which is being used by the Chiefs? 22 A. 392 Oneida Road. 23 519 Q. Any other property, or that is the 24 only one? 25 A. That is the HCCC admin building,</p>
<p>119</p> <p>1 entire operation of which he is a part of. 2 BY MR. KAUFMAN: 3 512 Q. I'll move on. 4 I would like to show you your affidavit 5 at paragraph 17. 6 A. Yes. 7 513 Q. So you swear in your affidavit 8 that: 9 "[...] in or about 2017, HDI 10 (at the direction of the Chiefs and 11 Clan Mothers) [...]" 12 What evidence do you have that in 2017 13 HDI began acquiring off-Reserve properties at the 14 direction of the Chiefs and Clan Mothers? 15 A. Well, Aaron Detlor and Brian 16 Doolittle are Delegates of HDI and the Directors of 17 243, and as part of the process, they would -- they 18 interact or intervene with the HCCC for approval on 19 these items. 20 514 Q. Are you aware of any specific 21 Chief or any specific Clan Mother that gave any 22 such direction to acquire off-Reserve properties 23 for HDI? 24 A. No, not a specific one. 25 515 Q. And you have never talked to a</p>	<p>121</p> <p>1 so that would be the primary one. 2 520 Q. And that is an office building? 3 A. It is a large house that has been 4 converted to accommodate that type of, you know, 5 meeting environment. 6 521 Q. And is there a farm connected to 7 that property as well? 8 A. There is a farm connected to that 9 property, yes. 10 522 Q. Who operates the farm? 11 A. I believe it is the farmer 12 who -- I would have to doublecheck that. I think 13 the first year it was the farmer who previously 14 held the lease with the prior owner. I am not sure 15 if that is what is going to happen in the spring. 16 523 Q. Why is that? 17 A. I am just not sure what the -- I 18 haven't seen any agreements yet. 19 524 Q. And what property, to your 20 knowledge, acquired by HDI was acquired for use by 21 Clan Mothers? 22 A. Well, the Clan Mothers as well 23 will use 392, I believe. 24 525 Q. And how are Clan Mothers using 392 25 Oneida Road?</p>

122	<p>1 A. I don't specifically know that.</p> <p>2 526 Q. What properties acquired by HDI</p> <p>3 have been or are being used by members of the</p> <p>4 community?</p> <p>5 A. Aside from the HDI office and the</p> <p>6 HCCC admin?</p> <p>7 527 Q. Yes.</p> <p>8 A. I know -- hold on a sec here. I</p> <p>9 know the intended use -- or for three other</p> <p>10 properties that the intended use is for community</p> <p>11 purposes, which can include housing.</p> <p>12 528 Q. But that is in the future. That</p> <p>13 hasn't been the case yet, has it?</p> <p>14 A. It has not.</p> <p>15 529 Q. And on the Pauline Johnson</p> <p>16 property, who does the farming there?</p> <p>17 A. I don't know the specific person.</p> <p>18 530 Q. Is it someone who is affiliated</p> <p>19 with HDI?</p> <p>20 A. No, I don't believe so.</p> <p>21 531 Q. Is it someone affiliated with a</p> <p>22 Chief?</p> <p>23 A. I don't know if they were</p> <p>24 affiliated to any Chief or not. I am not sure.</p> <p>25 532 Q. And how about 1594 Concession</p>	124
123	<p>1 Road, who does the farming there?</p> <p>2 A. I don't know the specific person</p> <p>3 who does the farming.</p> <p>4 533 Q. And how does a farm off-Reserve on</p> <p>5 Pauline Road protect the interests of the</p> <p>6 Haudenosaunee people?</p> <p>7 A. I don't know.</p> <p>8 534 Q. How does a farm on 1594 Concession</p> <p>9 Road protect the interests of the Haudenosaunee</p> <p>10 people?</p> <p>11 A. I don't know.</p> <p>12 535 Q. You said 44 6th Line Caledonia is</p> <p>13 a vacant property purchased in 2021?</p> <p>14 A. Sorry, which address?</p> <p>15 536 Q. Oh, sorry, 51 6th Line Road.</p> <p>16 A. Yes, that was the property that</p> <p>17 was supposed to be leased to Six Nations Social</p> <p>18 Services, which I made reference to before, and --</p> <p>19 537 Q. But when you bought the property,</p> <p>20 it was vacant?</p> <p>21 A. Yes.</p> <p>22 538 Q. And was it a house, a building, a</p> <p>23 farm? What kind of property is that?</p> <p>24 A. It is a house.</p> <p>25 539 Q. It is a house, and who lived in</p>	125

<p>126</p> <p>1 you?</p> <p>2 A. The first few properties were for</p> <p>3 office admin-type purposes. I don't know back in</p> <p>4 those years what the initial intent was. I wasn't</p> <p>5 there. But I know there was a desire to -- the</p> <p>6 current vacant properties to be used for housing</p> <p>7 for community purposes.</p> <p>8 550 Q. But that intent to have community</p> <p>9 housing has yet not come to fruition since 2015;</p> <p>10 correct?</p> <p>11 A. Yeah, none of those properties</p> <p>12 that are currently in use are for housing purposes.</p> <p>13 551 Q. Now let's look at this interesting</p> <p>14 property in Toronto at 38 Howard Park Avenue, Unit</p> <p>15 154. That is a condominium complex, isn't it?</p> <p>16 A. Yes.</p> <p>17 552 Q. It is a residential condominium</p> <p>18 complex, isn't it?</p> <p>19 A. Yes.</p> <p>20 553 Q. And prior -- were you involved in</p> <p>21 this purchase?</p> <p>22 A. Not in terms of negotiating it or</p> <p>23 anything like that.</p> <p>24 554 Q. But you were aware you were</p> <p>25 purchasing a residential condominium unit in</p>	<p>127</p> <p>1 Toronto?</p> <p>2 A. Yes.</p> <p>3 555 Q. Did anyone review the condo</p> <p>4 documents before the purchase?</p> <p>5 A. Aaron Detlor would have reviewed</p> <p>6 that.</p> <p>7 556 Q. And did Mr. Detlor discuss with</p> <p>8 you or did you discuss with him whether that</p> <p>9 condominium, which is a residential project, allows</p> <p>10 office -- people to have their units for business</p> <p>11 and office? Was that discussed with your lawyer,</p> <p>12 Mr. Detlor?</p> <p>13 A. It was discussed, and I was under</p> <p>14 the impression that it could be used for that</p> <p>15 purpose.</p> <p>16 557 Q. Well, will you undertake to show</p> <p>17 me the condo documentation that allows an office to</p> <p>18 be in this residential condominium complex?</p> <p>19 R/F MR. GILBERT: No.</p> <p>20 MR. KAUFMAN: You are refusing that?</p> <p>21 MR. GILBERT: Yes.</p> <p>22 BY MR. KAUFMAN:</p> <p>23 558 Q. It is my understanding that that</p> <p>24 property was purchased for over \$1.3 million; is</p> <p>25 that correct?</p>	<p>128</p> <p>1 A. That sounds about right.</p> <p>2 559 Q. And can you also help me out on</p> <p>3 the other properties. 386 Oneida Road, how much</p> <p>4 was that purchased for around?</p> <p>5 A. I don't know off the top of my</p> <p>6 head.</p> <p>7 560 Q. Any rough idea?</p> <p>8 A. Probably in excess of a million.</p> <p>9 561 Q. 518 Argyle Street?</p> <p>10 A. Probably in excess of a million.</p> <p>11 562 Q. 51 6th Line?</p> <p>12 A. That one I am not sure.</p> <p>13 563 Q. Would you undertake to let me</p> <p>14 know?</p> <p>15 R/F MR. GILBERT: No.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 564 Q. 44 6th Line?</p> <p>18 A. That was in the 700,000 range, I</p> <p>19 think.</p> <p>20 565 Q. 39 --</p> <p>21 A. Sorry, which one was that? 44?</p> <p>22 566 Q. 44 6th Line.</p> <p>23 A. Yeah, I think the 51 was below</p> <p>24 seven or eight hundred. 44 -- I am not sure about</p> <p>25 44.</p>	<p>129</p> <p>1 567 Q. 392 Oneida Road?</p> <p>2 A. Probably around a million.</p> <p>3 568 Q. Will you undertake to find out the</p> <p>4 purchase price for 44 6th Line, please?</p> <p>5 R/F MR. GILBERT: No.</p> <p>6 BY MR. KAUFMAN:</p> <p>7 569 Q. And 44 6th Line you say is for an</p> <p>8 HDI office?</p> <p>9 A. Yes.</p> <p>10 570 Q. Did HDI consider leasing an office</p> <p>11 rather than buying land for an office?</p> <p>12 A. Yeah, they were renting at Grand</p> <p>13 River Employment building, but the lease was</p> <p>14 terminated because that organization needed space</p> <p>15 for internal reasons, which was about 40,000 a</p> <p>16 year.</p> <p>17 571 Q. Did you look for office space for</p> <p>18 HDI for lease rather than purchase when you</p> <p>19 purchased the property at 44 6th Line? Did you</p> <p>20 consider the leasing option?</p> <p>21 A. I don't believe it was considered.</p> <p>22 572 Q. If you go to 392 Oneida Road, how</p> <p>23 much was that purchase, approximately?</p> <p>24 A. Probably around a million.</p> <p>25 573 Q. 9 Fawcett Road?</p>
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<p style="text-align: right;">130</p> <p>1 A. I am not sure about that one.</p> <p>2 574 Q. Would you undertake to find out?</p> <p>3 R/F MR. GILBERT: No.</p> <p>4 BY MR. KAUFMAN:</p> <p>5 575 Q. 1594 Concession?</p> <p>6 A. Those other two, I am not aware of</p> <p>7 those prices offhand.</p> <p>8 576 Q. So you are not aware of the farms</p> <p>9 at 1594 Concession Road and 126 Pauline Johnson</p> <p>10 Road?</p> <p>11 A. I aware of the farms. I am not</p> <p>12 aware of the price.</p> <p>13 577 Q. Will you undertake to find out the</p> <p>14 price?</p> <p>15 R/F MR. GILBERT: No.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 578 Q. I would like to next show you the</p> <p>18 HDI Policies that have been produced in this</p> <p>19 proceeding.</p> <p>20 MR. GILBERT: Who produced them?</p> <p>21 MR. KAUFMAN: I think, Counsel, this</p> <p>22 is -- that is a good question. Can we go off the</p> <p>23 record for a minute.</p> <p>24 [Discussion Off The Record.]</p> <p>25 BY MR. KAUFMAN:</p>	<p style="text-align: right;">132</p> <p>1 collective right. It is held in</p> <p>2 common, for the benefit of all. The</p> <p>3 land is actually a sacred trust,</p> <p>4 placed in our care, for the sake of</p> <p>5 coming generations. We must protect</p> <p>6 the land. We must draw strength and</p> <p>7 healing from the land. If an</p> <p>8 individual, family or clan has the</p> <p>9 exclusive right to use and occupy</p> <p>10 land, they also have a stewardship</p> <p>11 responsibility to respect and join</p> <p>12 in the community's right to protect</p> <p>13 land from abuse."</p> <p>14 Are you aware that this was a policy of</p> <p>15 HDI in terms of how you would operate in the</p> <p>16 acquisition of land?</p> <p>17 MR. GILBERT: He said he wasn't</p> <p>18 familiar with the document. It is hard to have him</p> <p>19 be cross-examined on it.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 584 Q. Are you aware of the principle I</p> <p>22 just cited in that document from any source since</p> <p>23 2017 when you were involved in the management and</p> <p>24 operations of HDI?</p> <p>25 A. No, not specifically.</p>
<p style="text-align: right;">131</p> <p>1 579 Q. I am showing you the HDI Policies</p> <p>2 which were produced as Exhibit F in the Brian</p> <p>3 Doolittle affidavit. I would like you to look at</p> <p>4 the "Land Rights Statement" under those policies.</p> <p>5 MR. GILBERT: Is there a page</p> <p>6 reference? 118.</p> <p>7 THE WITNESS: Okay.</p> <p>8 BY MR. KAUFMAN:</p> <p>9 580 Q. Have you read this before?</p> <p>10 A. No, I haven't.</p> <p>11 581 Q. So in this HDI policy -- will you</p> <p>12 agree with me HDI did have policy statements for</p> <p>13 its operations?</p> <p>14 A. Yeah, it has policies.</p> <p>15 582 Q. And you are involved in its</p> <p>16 operations. Were you aware that HDI had a Land</p> <p>17 Rights Statement?</p> <p>18 A. Yeah, I am just not familiar with</p> <p>19 this particular document.</p> <p>20 583 Q. So in this statement, in the</p> <p>21 fourth paragraph, it says:</p> <p>22 "[...] according to our law,</p> <p>23 the land is not private property</p> <p>24 that can be owned by any individual.</p> <p>25 In our worldview, land is a</p>	<p style="text-align: right;">133</p> <p>1 585 Q. I would next like to show you the</p> <p>2 2022 financial statement.</p> <p>3 A. For which entity?</p> <p>4 586 Q. For HDI. Actually, can we turn</p> <p>5 up, I'm sorry, can we turn up the 2017 financial</p> <p>6 statement for HDI.</p> <p>7 MR. GILBERT: Where would that be?</p> <p>8 BY MR. KAUFMAN:</p> <p>9 587 Q. That was put up earlier by Ms.</p> <p>10 Antonios.</p> <p>11 Do you recognize this document, Mr.</p> <p>12 Saul, as the financial statement of HDI for the</p> <p>13 year ended March 31, 2017?</p> <p>14 A. Yes.</p> <p>15 MR. GERRY: Could I ask which Exhibit</p> <p>16 this was, if you have it.</p> <p>17 MR. KAUFMAN: I don't. Do you have it?</p> <p>18 MR. GILBERT: No, we don't. It would</p> <p>19 be good to know for the record because it is -- I</p> <p>20 think it is in one of the affidavits that we</p> <p>21 referred to this morning.</p> <p>22 Ms. Antonios, do you happen to know?</p> <p>23 MS. ANTONIOS: I can assist if we go</p> <p>24 off the record, yes.</p> <p>25 MR. GILBERT: Yes, thanks.</p>

134	<p>1 [Discussion Off The Record.]</p> <p>2 BY MR. KAUFMAN:</p> <p>3 588 Q. We identified that this 2017</p> <p>4 financial statement of HDI is Exhibit L in the</p> <p>5 affidavit of Councillor Miller.</p> <p>6 I would like you to turn to Note 1</p> <p>7 under "Significant accounting policies:"</p> <p>8 MR. GILBERT: Exhibit L.</p> <p>9 BY MR. KAUFMAN:</p> <p>10 589 Q. Do you see that?</p> <p>11 MR. GILBERT: Hold on just a second.</p> <p>12 He is getting the paper.</p> <p>13 BY MR. KAUFMAN:</p> <p>14 590 Q. Sure.</p> <p>15 A. Yes. No, I have 14 here. I'm</p> <p>16 sorry, hold on.</p> <p>17 Okay.</p> <p>18 591 Q. So do you see in the policies</p> <p>19 there is a note for "Fund accounting:"?</p> <p>20 A. I do.</p> <p>21 592 Q. And it sets two methods for</p> <p>22 restricted fund accounting. You are familiar with</p> <p>23 that form of accounting treatment?</p> <p>24 A. Yes.</p> <p>25 593 Q. So it talks about the method for</p>	136
135	<p>1 fund accounting for land acquisition; do you see</p> <p>2 that?</p> <p>3 A. I do.</p> <p>4 594 Q. And when we have been talking</p> <p>5 about these nine properties, those will be</p> <p>6 acquisitions that would come within this method for</p> <p>7 treating land acquisition; correct?</p> <p>8 A. Yes.</p> <p>9 595 Q. So this says that:</p> <p>10 "The Land acquisition fund</p> <p>11 consists of net assets to be used</p> <p>12 for the sole benefit of the</p> <p>13 Haudenosaunee people and will be</p> <p>14 managed by the Haudenosaunee</p> <p>15 Confederacy Chiefs Council [...]."</p> <p>16 So you will agree with me that these</p> <p>17 nine properties are only to be used for the sole</p> <p>18 benefit of the Haudenosaunee people; correct?</p> <p>19 A. Yes.</p> <p>20 596 Q. And then it says:</p> <p>21 "Such funds shall only be used</p> <p>22 by the HCCC for purposes of</p> <p>23 acquisition of land to support the</p> <p>24 advancement and promotion of</p> <p>25 Haudenosaunee educational programs</p>	137
	<p>1 and initiatives [...]."</p> <p>2 Stopping there, are you aware were any</p> <p>3 of these nine purchases done for the advancement</p> <p>4 and promotion of Haudenosaunee education programs</p> <p>5 and initiatives?</p> <p>6 A. Is Colin Carruthers on this call?</p> <p>7 MR. GILBERT: Yes.</p> <p>8 MR. CARRUTHERS: I am.</p> <p>9 THE WITNESS: Colin, we had this</p> <p>10 discussion last week, as you recall, about the</p> <p>11 words being used in that paragraph. Do you recall</p> <p>12 that?</p> <p>13 BY MR. KAUFMAN:</p> <p>14 597 Q. Excuse me, this is a</p> <p>15 cross-examination. You can't ask questions of your</p> <p>16 Counsel.</p> <p>17 A. Sorry.</p> <p>18 598 Q. Please, that is not appropriate.</p> <p>19 A. Sorry, it is my first time. I had</p> <p>20 mentioned to -- that note, that paragraph is a</p> <p>21 legacy note that has been in the financial</p> <p>22 statements for awhile, probably since 2014, and the</p> <p>23 wording of that, the wording of that paragraph is</p> <p>24 not -- does not capture what the agreements say.</p> <p>25 And I had mentioned that to Counsel last week as an</p>	
	<p>1 observation that I had made.</p> <p>2 599 Q. It is not in any affidavit, is it,</p> <p>3 what you just said?</p> <p>4 A. No, it is not, no.</p> <p>5 600 Q. And you said agreements reached.</p> <p>6 What agreements are you talking about, sir?</p> <p>7 A. The land acquisition agreements</p> <p>8 that are part of the land lease agreements.</p> <p>9 601 Q. Well, first of all, you will agree</p> <p>10 with me that this note for financial accounting,</p> <p>11 which you reviewed, has been on these audited</p> <p>12 financial statements since at least 2017; correct?</p> <p>13 A. Yes.</p> <p>14 602 Q. And in fact, your first purchase</p> <p>15 was 2015. This same method of accounting for land</p> <p>16 acquisition was also for -- pertained to the</p> <p>17 statements for 2015 and 2016; correct?</p> <p>18 A. I believe so.</p> <p>19 603 Q. So I am just asking you the</p> <p>20 questions based on this statement, okay. Were any</p> <p>21 of the nine properties that were acquired by 243</p> <p>22 for the promotion of Haudenosaunee education</p> <p>23 programs or initiatives?</p> <p>24 A. Not that wording.</p> <p>25 604 Q. Okay, just yes or no, please.</p>	

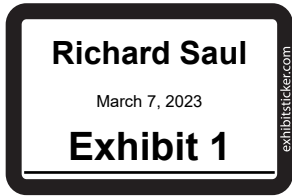
<p style="text-align: right;">138</p> <p>1 A. No.</p> <p>2 605 Q. Were any of these nine properties</p> <p>3 purchased for the purposes of human health,</p> <p>4 welfare, promotion of Haudenosaunee educational</p> <p>5 programs and initiatives?</p> <p>6 A. No.</p> <p>7 606 Q. Were any of the nine properties</p> <p>8 purchased for the purposes of Haudenosaunee</p> <p>9 ceremonies, language, cultural heritage and</p> <p>10 education and conservation and environment?</p> <p>11 A. No.</p> <p>12 607 Q. It then says:</p> <p>13 "Expenditures must be for the</p> <p>14 acquisition of land and for the</p> <p>15 benefit of the Haudenosaunee, as</p> <p>16 deemed fit by the Royane and</p> <p>17 Yakoyane on a case by case basis."</p> <p>18 I take it Royane are the Chiefs and the</p> <p>19 Yakoyane are the Clan Mothers; correct?</p> <p>20 A. I believe so.</p> <p>21 608 Q. Were any of the nine properties</p> <p>22 that have been purchased by HDI done in</p> <p>23 consultation with any Clan Mothers?</p> <p>24 A. My understanding, as I mentioned</p> <p>25 before, is consultation was done with Chiefs and</p>	<p style="text-align: right;">140</p> <p>1 613 Q. And have you done any assessments</p> <p>2 in terms of what the total for revenue from</p> <p>3 projects is currently?</p> <p>4 A. For which projects?</p> <p>5 614 Q. For the total of all projects</p> <p>6 where revenue is generated for HDI.</p> <p>7 A. Since when?</p> <p>8 615 Q. Since 2015.</p> <p>9 A. Total revenue from 2013 until 2022</p> <p>10 is approximately 38.1 million.</p> <p>11 616 Q. And does that include future</p> <p>12 revenue, or is there an additional number you can</p> <p>13 provide to me for future anticipated revenue?</p> <p>14 A. That number is actual earned</p> <p>15 revenue. Future revenue, aside from those land</p> <p>16 lease agreements that are expiring in nine or ten</p> <p>17 years, so those numbers are fixed.</p> <p>18 The other revenue being -- the big</p> <p>19 source of revenue would be the monitoring revenue,</p> <p>20 and that is hard to project out too far in the</p> <p>21 future because it really depends on the amount of</p> <p>22 projects that are being worked on, and so forth.</p> <p>23 617 Q. Have you done any projections?</p> <p>24 A. Just for the next year, we are</p> <p>25 just finalizing our budgets, so for '23/'24, we</p>
<p style="text-align: right;">139</p> <p>1 Clan Mothers by Aaron and/or Brian.</p> <p>2 609 Q. But you have no knowledge of that?</p> <p>3 A. No, I don't.</p> <p>4 610 Q. But you would agree with me that</p> <p>5 any acquisition of property had to first be deemed</p> <p>6 fit by Chiefs and Clan Mothers on a case-by-case</p> <p>7 basis; correct?</p> <p>8 A. Yes.</p> <p>9 611 Q. You made a reference in your</p> <p>10 affidavit at paragraphs -- between 69 and 71 that</p> <p>11 you reviewed an exhibit in the Wilfred Davey</p> <p>12 affidavit that referred to land acquisitions or</p> <p>13 dealing with projects for revenue in excess of 42</p> <p>14 million, and you said that appears accurate as a</p> <p>15 slice in time; do you recall saying that?</p> <p>16 A. Yeah, that table that I saw was a</p> <p>17 slice in time, correct.</p> <p>18 612 Q. And what do you mean by "a slice</p> <p>19 in time"?</p> <p>20 A. I can't remember the total on</p> <p>21 that. It was probably around a million dollars in</p> <p>22 revenue, and the most that has been earned in land</p> <p>23 lease revenue per year is a million dollars, and</p> <p>24 that number seemed to correspond to the annual land</p> <p>25 lease revenue.</p>	<p style="text-align: right;">141</p> <p>1 have -- it is a hard number to predict because so</p> <p>2 many things can happen.</p> <p>3 618 Q. Sure, I'm just asking what the</p> <p>4 projection is for '23/'24.</p> <p>5 A. The projection for '23/'24 would</p> <p>6 be around 11 million in total HDI revenue.</p> <p>7 619 Q. And have you done any projections</p> <p>8 beyond the next two years?</p> <p>9 A. Very -- we like to project at, you</p> <p>10 know, a certain growth rate. If we look back at</p> <p>11 the -- if we look back from the fiscal years of</p> <p>12 2020 to 2021, there was about a 25 percent</p> <p>13 increase. '21/'22 is about 25 percent. '22/'23 is</p> <p>14 about 60 percent, which I think was -- that was a</p> <p>15 pretty big jump, the current year we are in now.</p> <p>16 But for projection purposes, we are certainly not</p> <p>17 going to project at that level of 60 percent.</p> <p>18 Probably something a little more conservative than</p> <p>19 that.</p> <p>20 620 Q. And have you picked on a number?</p> <p>21 I know it is a projection. Is it 30, 40? Or you</p> <p>22 didn't pick on a number yet for the future?</p> <p>23 A. I would be comfortable between 10</p> <p>24 to 20 percent at the most, and then throughout the</p> <p>25 year we would obviously, you know, update things as</p>

<p style="text-align: right;">142</p> <p>1 things become more clear.</p> <p>2 621 Q. And --</p> <p>3 A. But it really is a -- aside from</p> <p>4 those land lease columns that are a fixed amount</p> <p>5 for over a 20-year span, it is -- again, it is</p> <p>6 difficult to get a good grasp on what it might be.</p> <p>7 622 Q. I understand. And for the actual</p> <p>8 revenue from projects which you say is around in</p> <p>9 total 38 million, could you provide me with a</p> <p>10 breakdown of the revenue per project and the actual</p> <p>11 company involved in each project?</p> <p>12 A. Could you repeat that?</p> <p>13 623 Q. Yes. In respect of the actual</p> <p>14 revenue of revenue earned from projects in the</p> <p>15 amount you said of 38 million to date, can you</p> <p>16 provide me with the amount earned per project and</p> <p>17 the actual name of the entity or company that is</p> <p>18 involved in that project and paying the revenue?</p> <p>19 A. Certainly after a certain -- I</p> <p>20 guess the problem I have is going back, like 2013,</p> <p>21 '14, '15, when those projects -- well, certainly</p> <p>22 the land lease, I do. I have those, that is not a</p> <p>23 problem. The monitoring activities for '13, '14,</p> <p>24 '15, when they were -- when that accounting was</p> <p>25 down inside of Grand River Employment and Training,</p>	<p style="text-align: right;">144</p> <p>1 we had over 215 projects, so it is not possible --</p> <p>2 625 Q. There is over 215 projects that</p> <p>3 make up the 38 million?</p> <p>4 A. No, what I am saying is I don't</p> <p>5 know what the cumulative number of projects would</p> <p>6 be for that entire span. I am talking about the</p> <p>7 projects that were in the database in the current</p> <p>8 year, you know, were in the high hundreds or maybe</p> <p>9 200. So for me to provide you with dollar amounts</p> <p>10 for each one of those projects off the top of my</p> <p>11 head wouldn't be possible.</p> <p>12 626 Q. Mr. Saul, you are the one who</p> <p>13 created the software program, so you created a</p> <p>14 database that tracks each project that generates</p> <p>15 revenue from HDI, and that database shows the</p> <p>16 participants in that project, the companies paying</p> <p>17 the revenue, and the amounts involved; correct?</p> <p>18 A. Correct.</p> <p>19 627 Q. You have that. Would you</p> <p>20 undertake to produce that information for all</p> <p>21 projects to date generating revenue for HDI and the</p> <p>22 names and the amounts? Would you produce --</p> <p>23 R/F MR. GILBERT: No. We are not producing</p> <p>24 that.</p> <p>25 MR. KAUFMAN: So is it my</p>
<p style="text-align: right;">143</p> <p>1 I don't know if I could get access to that data,</p> <p>2 but --</p> <p>3 MR. GILBERT: The question I have is,</p> <p>4 I'll allow him to answer, sitting here today can</p> <p>5 you give the examiner an answer based upon your</p> <p>6 knowledge without creating a make-work project?</p> <p>7 This is an examination. Can you answer his</p> <p>8 question sitting here today?</p> <p>9 THE WITNESS: It would take a bit of</p> <p>10 work, if that is what you are asking me.</p> <p>11 MR. GILBERT: Well, no, talk to him.</p> <p>12 You can say what you can answer today based upon</p> <p>13 your own knowledge.</p> <p>14 THE WITNESS: Yeah, I don't have that</p> <p>15 data in front of me, but as I said, between '13 and</p> <p>16 '16, that data would require some digging, except</p> <p>17 for the land lease and land acquisition because</p> <p>18 those have been a constant since that point,</p> <p>19 when --</p> <p>20 BY MR. KAUFMAN:</p> <p>21 624 Q. Okay, give me the information from</p> <p>22 2016 right now from your knowledge. Tell me the</p> <p>23 name of the project and the amount received to date</p> <p>24 for revenue.</p> <p>25 A. Well, in the current fiscal year,</p>	<p style="text-align: right;">145</p> <p>1 understanding, Counsel, that although this is</p> <p>2 revenue generated for the people, for the people's</p> <p>3 money, apart from your argument that maybe the</p> <p>4 audited statement note is wrong, and we can have a</p> <p>5 good debate about that, that you won't be</p> <p>6 transparent enough to tell us what vast amounts</p> <p>7 have been made, and you --</p> <p>8 MR. GILBERT: You know. He has</p> <p>9 answered the question. He has answered the</p> <p>10 question. This is not a forensic examination of</p> <p>11 HDI on every project, and this is a</p> <p>12 cross-examination. It is not a discovery. I have</p> <p>13 explained that process. He has given you --</p> <p>14 MR. KAUFMAN: You have --</p> <p>15 MR. GILBERT: -- his answers today, and</p> <p>16 we are not doing a make-work project, and we are</p> <p>17 not doing a forensic audit of HDI.</p> <p>18 MR. KAUFMAN: This is not a make-work</p> <p>19 project. This is not a forensic audit. This is</p> <p>20 simply cross-examining on the transparency of</p> <p>21 financial disclosure at HDI that is a central</p> <p>22 feature of this proceeding.</p> <p>23 So I am giving you one more chance to</p> <p>24 produce that obvious information that your client</p> <p>25 has in a database so we can know the amount of</p>

<p style="text-align: right;">146</p> <p>1 money generated from land deals for the people. 2 MR. GILBERT: I have answered the 3 question. 4 BY MR. KAUFMAN: 5 628 Q. I would next like to show you a 6 letter -- sorry, I would like to show you a -- yes, 7 a letter from Clan Mother Janace Henry that we sent 8 today. I would like to put it on the screen. 9 Counsel, we received some financial 10 disclosure yesterday morning, and as a result, we 11 have generated this letter. 12 I understand that because of the 13 timing, you can't produce it today, but will you 14 undertake to provide financial information that 15 wasn't provided or shown today in the examination 16 to us so we can provide this to Janace Henry, who 17 is a Clan Mother of the Cayuga Clan. 18 U/A MR. GILBERT: I don't know what you are 19 referring to. It is the first time I think I'm 20 seeing it, and I will review it and consider that, 21 and we'll answer by letter what we are going to do. 22 But it is not part of the -- you know, you have an 23 examination. You have the records. You have the 24 witness here, so you can ask the questions you want 25 based upon the affidavits and the process we have.</p>	<p style="text-align: right;">148</p> <p>1 other than the ones that were produced today? 2 R/F MR. GILBERT: No. 3 BY MR. KAUFMAN: 4 631 Q. Would you produce any of the ODI 5 financial statements from 2016 to date other than 6 the ones produced today? 7 R/F MR. GILBERT: No. 8 BY MR. KAUFMAN: 9 632 Q. I would next like to show you an 10 article regarding Hazel Hill. This is an article 11 in the Two Row Times entitled "Former HDI Director 12 arrested, facing fentanyl possession and weapons 13 charges", dated December 16, 2020. 14 MR. GILBERT: Is that in the record? 15 MR. KAUFMAN: We put it in our further 16 supplemental documents, which we delivered to you. 17 MR. GILBERT: That is -- okay. 18 BY MR. KAUFMAN: 19 633 Q. Have you seen this article before? 20 A. No, I haven't. 21 MR. KAUFMAN: We'll mark this article 22 as Exhibit C for identification. 23 EXHIBIT C (FOR IDENTIFICATION): 24 Article in the Two Row Times entitled 25 "Former HDI Director arrested, facing</p>
<p style="text-align: right;">147</p> <p>1 MR. KAUFMAN: Okay. Well, first of 2 all, we'll mark this letter as the next exhibit. 3 MR. GILBERT: So I don't know that he 4 has recognized it. 5 MR. KAUFMAN: Okay, we'll mark this 6 letter as an exhibit for identification. We'll 7 mark it as Exhibit A for identification. 8 So if we look at Exhibit A for 9 Identification -- 10 [Court Reporter intervenes for 11 clarification.] 12 MR. KAUFMAN: Oh, sorry, thank you. 13 Exhibit B for identification. 14 EXHIBIT B (FOR IDENTIFICATION): 15 Document entitled "Letter of Inquiry 16 from Janace (Henry) Miracle to HDI". 17 BY MR. KAUFMAN: 18 629 Q. So HDI, would you produce any HDI 19 financial statements that weren't made available 20 today that are in your power, possession and 21 control? 22 R/F MR. GILBERT: No. 23 BY MR. KAUFMAN: 24 630 Q. Would you produce any financial 25 statements of 243 Ontario from 2014 to present</p>	<p style="text-align: right;">149</p> <p>1 fentanyl possession and weapons 2 charges", dated December 16, 2020. 3 BY MR. KAUFMAN: 4 634 Q. In the first line of Exhibit C, 5 the article says: 6 "The former head of the 7 Haudenosaunee Development Institute, 8 Hazel Hill, was arrested by Six 9 Nations Police Wednesday during a 10 raid on her home property." 11 Were you aware of that? 12 MR. GILBERT: Well, you are asking 13 about a document that he hasn't seen before. 14 BY MR. KAUFMAN: 15 635 Q. Well, I am asking you if he is 16 aware, other than this document, that this former 17 Director, Hazel Hill, was arrested for certain 18 criminal charges. 19 Are you aware of that, Mr. Saul? 20 A. I remember hearing it or hearing 21 about it. 22 636 Q. When Hazel Hill left the 23 organization, was it because of concerns about 24 criminal activity? 25 A. I don't believe so. I wasn't at</p>

150	<p>1 the HCCC meeting when she was let go, but I don't</p> <p>2 recall hearing anything about criminal activity.</p> <p>3 637 Q. Well, you were involved in terms</p> <p>4 of day-to-day operations and financial management</p> <p>5 issues. You must have been told why Hazel Hill was</p> <p>6 asked to leave, weren't you?</p> <p>7 A. I don't know what the facts are.</p> <p>8 I have heard different things, so --</p> <p>9 638 Q. What have you heard?</p> <p>10 R/F MR. GILBERT: You are asking him to</p> <p>11 talk about hearsay, which I don't think is</p> <p>12 appropriate.</p> <p>13 BY MR. KAUFMAN:</p> <p>14 639 Q. Well, we can have hearsay in this</p> <p>15 proceeding. I just want to know his information.</p> <p>16 So what is your information as to why</p> <p>17 Hazel Hill was asked to leave HDI by HCCC?</p> <p>18 R/F MR. GILBERT: I don't think it is</p> <p>19 relevant. Don't answer the question.</p> <p>20 MR. KAUFMAN: Thank you, I have no</p> <p>21 further questions.</p> <p>22 MR. GILBERT: Could we just have 60</p> <p>23 seconds off the record.</p> <p>24 MR. KAUFMAN: Sure.</p> <p>25 [Discussion Off The Record.]</p>	152	<p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3</p> <p>4 I, DEANA SANTEDICOLA, RPR, CRR,</p> <p>5 CSR, Certified Shorthand Reporter, certify:</p> <p>6 That the foregoing proceedings were</p> <p>7 taken before me at the time and place therein set</p> <p>8 forth, at which time the witness was put under oath</p> <p>9 by me;</p> <p>10 That the testimony of the witness</p> <p>11 and all objections made at the time of the</p> <p>12 examination were recorded stenographically by me</p> <p>13 and were thereafter transcribed;</p> <p>14 That the foregoing is a true and</p> <p>15 correct transcript of my shorthand notes so taken.</p> <p>16</p> <p>17</p> <p>18 Dated this 12th day of March, 2023.</p> <p>19</p> <p>20</p> <p>21</p> <p>22 </p> <p>23 NEESONS, A VERITEXT COMPANY</p> <p>24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR</p> <p>25</p>
151	<p>1 MR. GILBERT: We are good. Those are</p> <p>2 all the questions.</p> <p>3</p> <p>4 -- Adjourned at 2:07 p.m.</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>		

TAB 1



Court File No. CV-18-594281-0000

**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 HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

NOTICE OF EXAMINATION

TO: Richard Saul

YOU ARE REQUIRED TO ATTEND

By video conference

at the following location:

Zoom coordinates to be provided

On March 7, 2023 at 10:00 a.m. for:

Cross-examination on your affidavit affirmed February 6, 2023 which incorporates by reference your separate affidavit affirmed February 6, 2023 regarding the pending motion of the Men’s Fire of the Six Nations Grand River Territory (the “**MF Affidavit**”).

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things (all paragraph references below are to the MF Affidavit):

1. Any communications to you from the Haudenosaunee Development Institute (“HDI”), the Haudenosaunee Confederacy Chiefs Council (“HCCC”), and/or members of the Haudenosaunee Confederacy (“HC”) regarding this court action.
2. Any documentation relating to your, the HDI’s, and the HCCC’s awareness of or communications about this court action dating to when it was commenced in the 1990s. This includes but is not limited to internal communications and public/media reports.
3. Any documentation evidencing the formation of HDI “under the law and jurisdiction of the HCCC” referenced in paragraph 10.
4. A listing of the “off-reserve real property” referenced in paragraphs 17 and 18(b), including the addresses of all such properties and who owns, occupies, and uses them.
5. A listing of the “lease farmland” referenced in paragraph 18(c), including the addresses of all such farmland and who owns, occupies, and uses them.
6. A listing of “HDI employees” referenced in paragraphs 18(d) and 58, including the total number of employees (paragraph 18(d) references “approximately 60 employees” while paragraph 58 references “now approximately 50” employees) their names, titles/roles, and annual compensation paid.
7. The “three financial audits per year, one for HDI, one for 243 Ontario and one for Ogwawihsta” conducted by KPMG since 2015 referenced in paragraph 30, including the KPMG audits for the fiscal years ending March 31, 2021 and March 31, 2022 referenced in paragraph 39.

8. Unaudited financial statements of the following since 2015, to the extent they exist:
 - (a) HDI;
 - (b) 2438543 Ontario Inc. ("**243 Ontario**"); and
 - (c) Ogwawihsta Dedwahsnye ("**Ogwawihsta**").
9. HCCC financial statements since 2015, whether audited or unaudited, to the extent they exist.
10. All the "unqualified audit opinions for each of HDI, 243 Ontario Inc. and Ogwawihsta" since 2015 referenced in paragraph 35.
11. Copies of all invitations or notices of the KPMG presentations referenced in paragraphs 38 to 41 for as long back as such presentations exist, including the dates on which they were sent or published, and the list of individuals to whom they were sent or publications in which they were published.
12. All written materials associated with each "KPMG presentation" referenced in paragraph 39 for as long back as such presentations exist, including copies of any presentations or document handouts, and any documentation regarding the method of presentation.
13. Any documentation evidencing how the Chiefs and Clan Mothers "report back to their respective communities and Clans on the results of the [KPMG] audit" referenced in paragraph 41.
14. Any documentation "encourag[ing] the Chiefs and Clan Mothers to reach out to HDI's Office Manager, Tracey General" referenced in paragraph 42 for as long back as such requests were made, and copies or information of any such requests received by HDI since 2015, and the responses to such requests.
15. Any documentation evidencing HCCC's approval of audits referenced in paragraph 48(e).

16. Any documentation describing the use of HDI funds referenced in paragraph 50, including but not limited to:
- (a) documents describing all salaries/wages paid for archeological monitoring referenced in paragraph 58 from 2015 to present, including hourly rates, sites monitored, and number of monitors per site;
 - (b) documents describing all salaries/wages paid for environmental monitoring referenced in paragraph 58 from 2015 to present, including hourly rates, sites monitored, and number of monitors per site;
 - (c) documents describing all salaries/wages paid for pipeline monitoring referenced in paragraph 58 from 2015 to present, including hourly rates, sites monitored, and number of monitors per site;
 - (d) documents describing all expenses paid for conducting historical research for the community referenced in paragraph 60 from 2015 to present, including hourly rates, the names of each researcher, and the type of research conducted;
 - (e) documents describing all funds allocated to community language and cultural developments projects referenced in paragraph 61 from 2015 to present, including the nature of each project and the breakdown of funds allocated to each project;
 - (f) documents describing the land acquisition funds used by 243 Ontario to acquire off-reserve properties referenced in paragraph 63 from 2015 to present, including the amount spent to acquire each property; and
 - (g) documents describing the consulting, professional, and office fees paid to facilitate the Red Hill Valley project referenced in paragraph 64 from 2015 to present, including hourly rates and the name of each consultant and professional being paid.

17. With reference to the salaries noted at paragraph 58, copies of any public job postings for employment positions with HDI, 243 Ontario, or related entities, and where these postings were published or distributed.
18. A listing of the “9 off-reserve properties (with no associated mortgages)” referenced in paragraph 63, including the addresses of all such properties and who owns, occupies, and uses them, and identification of the “HDI Head Office” and “HCCC administration” properties on that list.
19. A listing of the lands acquired by 243 Ontario in 2021 and 2022 using the capital contributions from HDI referenced in Note 4 to the 2022 HDI financial statements at Exhibit C.
20. Any documentation describing the “community development and land acquisition” activities of 243 Ontario in 2021 and 2022 using the capital contributions from HDI noted in Note 4 to the 2022 HDI financial statements at Exhibit C.
21. Any documentation regarding the office referenced in Note 4 to the 2022 HDI financial statements at Exhibit C for which 243 Ontario charged \$18,000 to HDI.
22. Any documentation regarding HDI transferring its ownership investment, at cost, “in [243 Ontario] to HCCC”, as described in Note 4 to the 2022 HDI financial statements at Exhibit C.
23. Any documentation regarding the “delegate” who received the \$130,000 success payment from HDI in 2022 described in Note 4 of the 2022 HDI financial statements at Exhibit C, including the name and role/position of the delegate and the reason for the payment.

24. Organizational charts for:

- (a) HDI;
- (b) 243 Ontario; and
- (c) Ogwawihsta.

February 21, 2023

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Lawyers for His Majesty The King in Right of Ontario

SIX NATIONS OF THE GRAND
RIVER BAND OF INDIANS
Plaintiff

-and- THE ATTORNEY GENERAL
OF CANADA et al.
Defendants

-and- THE HAUDENOSAUNEE
DEVELOPMENT INSTITUTE et al.
Moving Party

Court File No. CV-18-594281-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brantford and transferred
to Toronto

NOTICE OF EXAMINATION

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Fax: 416-863-2653

JFK LAW LLP

816-1175 Douglas Street
Victoria, BC V8W 2E1

Robert Janes LSO #33646P

Tel: 250-405-3466 / RJanes@jfkllaw.ca

Lawyers for the Plaintiff

TAB 2



March 3, 2023

Delivered By Email

Max Shapiro
Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, ON
M5L 1A9

Dear Mr. Shapiro:

**Re: *Six Nations of the Grand River Band of Indians v Canada (AG) et al*
Court File No. CV-18-594281 – Notices of Examination for Pending Motion of HDI**

We write regarding the upcoming cross-examinations of HDI's witnesses Richard Saul (scheduled for March 7, 2023), Brian Doolittle, and Colin Martin (both scheduled for March 8, 2023), your letter dated February 21, 2023 and the Notices of Examination served therewith, and your email of March 2, 2023 regarding same.

We note that your email of March 2nd refers to the examinations of Mr. Saul, Mr. Doolittle, and Mr. Hill. We understand the reference to Mr. Hill may be incorrect, given his cross-examination is scheduled for March 15, 2023, and that instead you may have meant to refer to Mr. Martin, whose cross-examination is scheduled for March 8, 2023.

Here, we specifically address the Notices of Examination for Mr. Saul, Mr. Doolittle and Mr. Martin, and will respond to the Notices of Examination for HDI's other witnesses in due course.

Generally speaking, we are of the view that each of the requests set out in the Notices of Examination for Mr. Saul, Mr. Doolittle and Mr. Martin are improper on the basis of relevance, proportionality, and/or privilege. HDI notes that some of the documentation/information requested by the Plaintiffs is already included in and/or attached to the affidavits in question or is a matter of public record (including evidence filed in unrelated court proceedings).

We note that nearly all of the Plaintiff's requests are overly broad, disproportionate, and unduly onerous. For example, many of the Plaintiff's requests are for "any communication" or "any documentation". To the extent any of these requests are relevant (which is denied), such requests call for production of large quantities of irrelevant and potentially privileged information that would be unduly onerous for HDI's witnesses to search for, review, and produce. The Plaintiff's requests inappropriately seek to transform the cross-examination process into a discovery contrary to the *Rules* and comments from the Court regarding proportionality.

HDI is making its witnesses available for cross-examination, during which you can ask your questions and seek to establish the relevance of any documents you have requested (to the extent they exist). If, during the course of the cross-examinations it becomes clear that any specific documents exist that are relevant, non-privileged, in the power, possession, or control of the witnesses, and responsive to the requests set out in your Notices of Examination, we can undertake to make reasonable inquiries and provide copies of same.

To be clear, HDI's position is that none of the information, documentation or communications sought in the Notices of Examination are relevant to the issues on this motion. However, given the quickly-approaching motion date, and in an effort to avoid unnecessary interim motions, HDI is providing the following documents, which roughly correspond to the requests set out below:

Doc	Doc Name	Notice of Examination Reference		
		Saul	Doolittle	Martin
1	HDI org chart	24(a)		
2	HDI T4 employee count 2021 and 2022 calendar years	6		
3	HDI audited financial statements 2020-21	8, 9	5, 6	
4	HDI audited financial statements 2021-22	8, 9	5, 6	
5	243 list of properties	4, 5, 19		
6	243 org chart	24(b)		
7	243 wind investment ownership chart	21		
8	243 audited financial statements 2020-21	8, 9	5, 6, 7	
9	243 audited financial statements 2021-22	8, 9	5, 6, 7	
10	OD org chart	24(c)		
11	OD audited financial statements 2020-21	8, 9	5, 6, 7	
12	OD audited financial statements 2021-22	8, 9	5, 6, 7	
13	KPMG audit findings report 2020-21	7		
14	KPMG audit findings report 2021-22	7		

HDI's provision of these documents and information should in no way be construed as an admission by HDI as to their relevance in this proceeding.

We would be happy to discuss any of the foregoing.

Best regards,

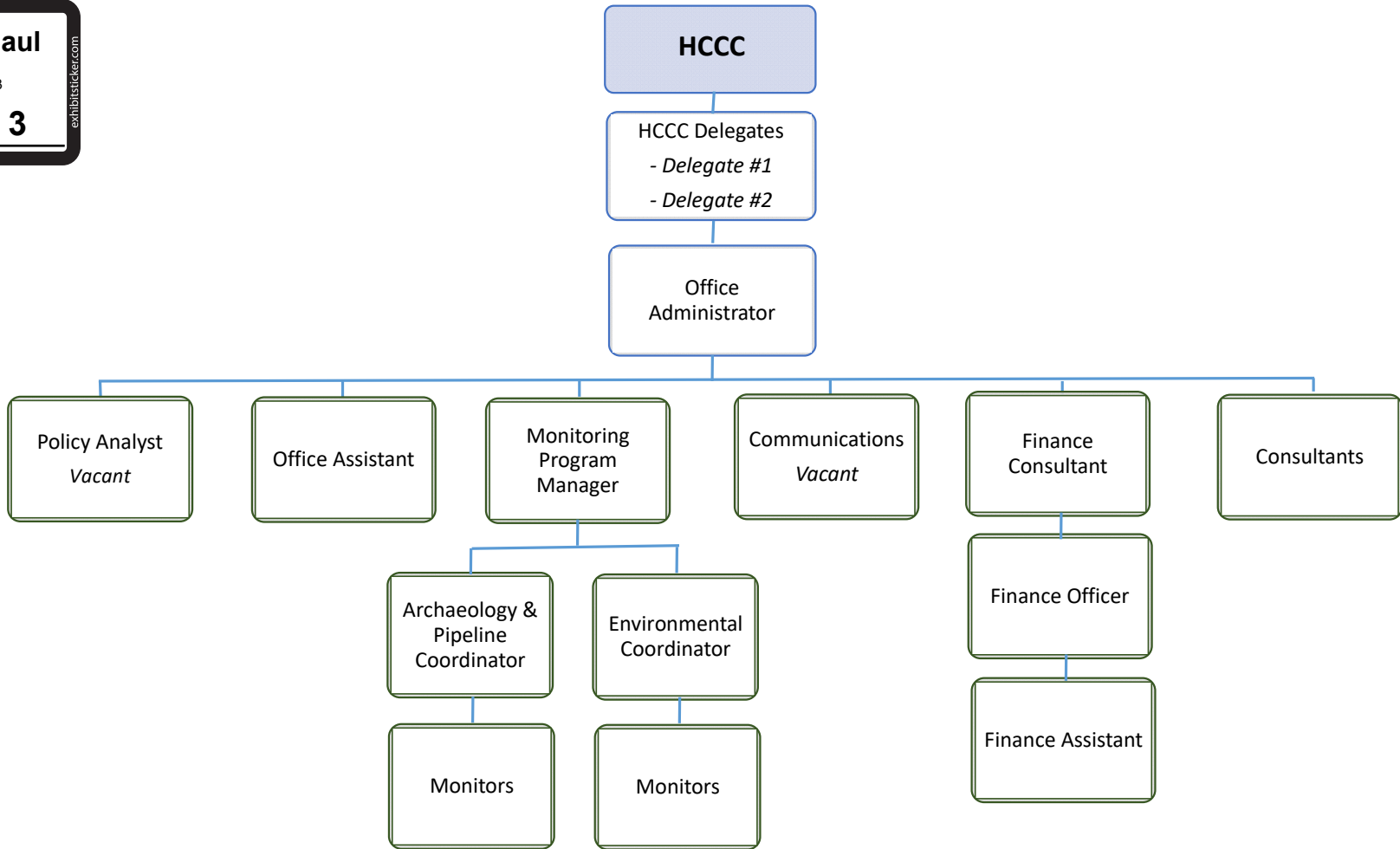
GILBERT'S LLP

Tim Gilbert

- c. Iris Antonios, Laura Dougan, Rebecca Torrance, Gregory Sheppard, Brittany Town, Louise James, *Blakes*
Robert Janes, *JFK Law*
Manizeh Fancy, David Feliciant, Jennifer Lepan, Christine Perruzza, Catherine Ma, Julia McRandall, David Tortell, *Ontario*
Anusha Aruliah, Tania Mitchell, Maria Vujnovic, Edward Harrison, Tanya Muthusampillai, Katrina Longo,
Hasan Junaid, Sarah Kanko, Myra Sivaloganathan, *Canada*
Jeffrey Kaufman, *Kaufman Law*

TAB 3

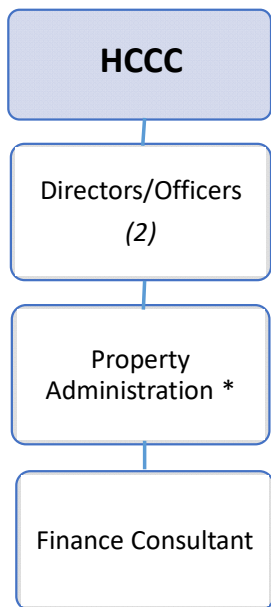
Richard Saul
March 7, 2023
Exhibit 3
exhibitster.com



TAB 4

Richard Saul
March 7, 2023
Exhibit 4

exhibitscenter.com



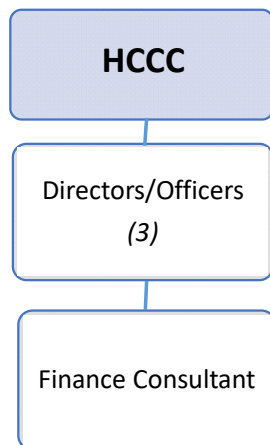
* Property administration is a part-time position. The HDI Office Administrator performs this function.

** HDI allocates a portion of its administration expenses to 2438543 Ontario Inc. - per the financial statements.

TAB 5

Richard Saul
March 7, 2023
Exhibit 5

exhibitcenter.com

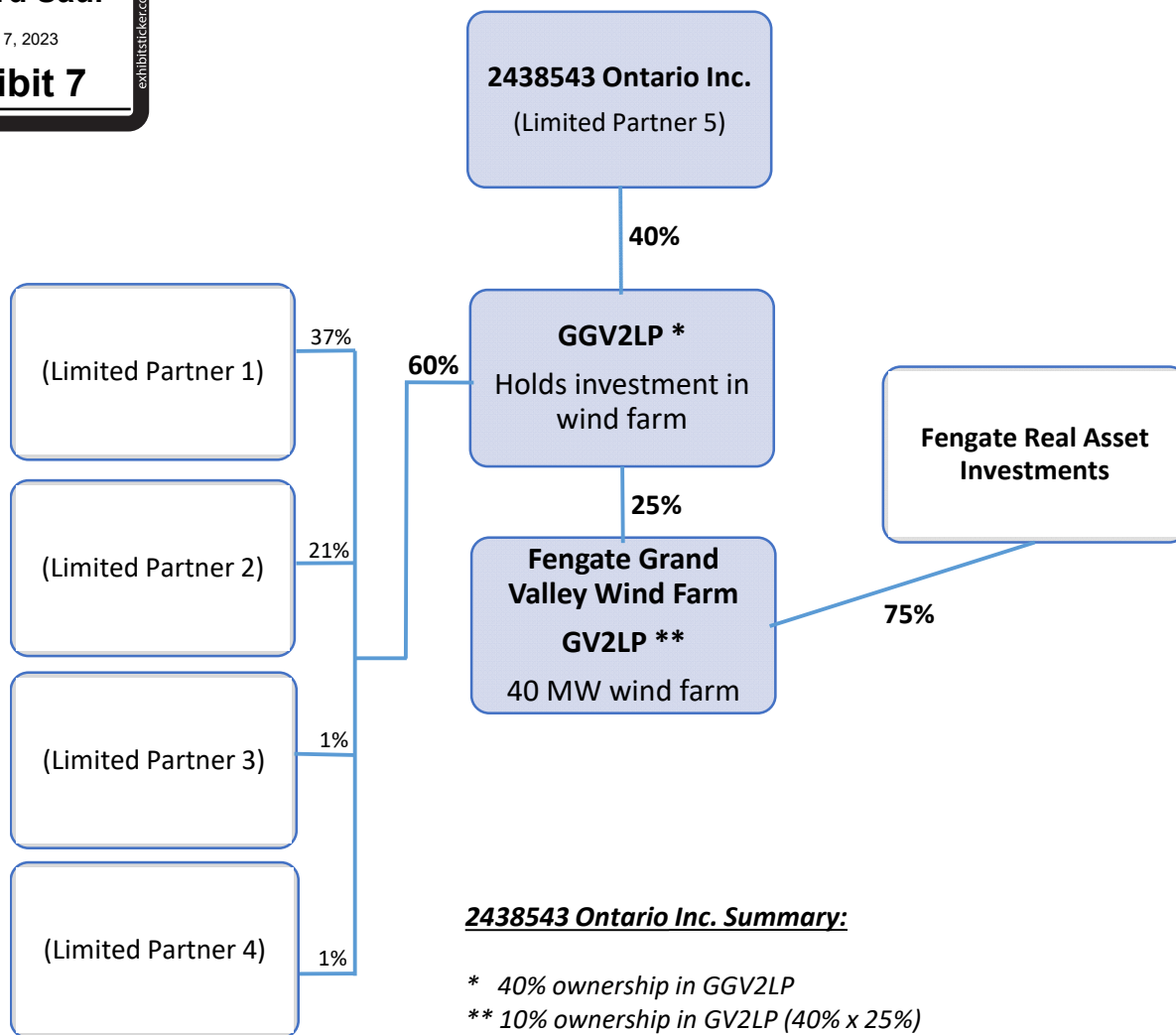


* There is minimal financial activity in this organization. It's primary function is to help Six Nations community groups to secure and hold funding through different government grant programs. Currently, only one such agreement exists.

TAB 6

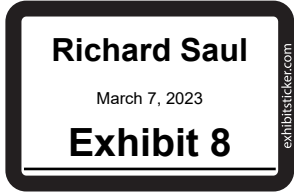
TAB 7

Richard Saul
 March 7, 2023
Exhibit 7



2438543 Ontario Inc.'s wind farm investment is structured through a limited partnership (GGV2LP). The 20-year renewable wind energy contract with the Province of Ontario runs until 2035.

TAB 8



Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

And Independent Auditor's Report thereon

Year ended March 31, 2021



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, 2021
- 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, 2021, 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.



Page 2

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'. The signature is written in a cursive, slightly slanted style. Below the signature is a horizontal line that starts under the 'K' and ends under the 'P'.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2021, with comparative financial information for 2020

	2021	2020
Assets		
Current assets:		
Cash	\$ 4,682,183	\$ 3,737,799
Accounts receivable (note 2)	890,249	223,112
Due from 2438543 Ontario Inc. (note 4)	170,531	607,963
Prepaid expenses	237,623	265,094
	<u>5,980,586</u>	<u>4,833,968</u>
Investment in subsidiary (note 4)	1,365,000	–
Capital assets (note 3)	8,407	8,363
	<u>\$ 7,353,993</u>	<u>\$ 4,842,331</u>

Liabilities and Fund Balances

Current liabilities:		
Accounts payable and accrued liabilities	\$ 345,453	\$ 125,411
Due to 2438543 Ontario Inc. (note 4)	865,000	–
Due to Ogwawihsta Dedwahsnye (note 4)	–	7,612
Deferred revenue	15,000	74,707
	<u>1,225,453</u>	<u>207,730</u>
Fund balances:		
Unrestricted fund	2,276,850	1,183,809
Invested in capital assets	8,407	8,363
Old Council house restoration fund	274,162	321,464
Community engagement fund	–	50,000
Land lease fund	1,359,746	1,226,590
Land acquisition fund	2,209,375	1,844,375
	<u>6,128,540</u>	<u>4,634,601</u>
Commitments (note 6)		
Contingencies (note 7)		
	<u>\$ 7,353,993</u>	<u>\$ 4,842,331</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2021, with comparative financial information for 2020

	2021	2020
Revenues (Schedule):		
Archaeological monitoring fees	\$ 3,397,110	\$ 2,386,439
Land lease fees	975,599	975,275
Land acquisition fees	365,000	365,000
Pipeline monitoring fees	154,123	—
Joint Stewardship Board	150,000	75,244
Environmental monitoring fees	136,420	348,304
Other revenue	500	—
Haudenosaunee Development Institute Administration	—	24,802
	<u>5,178,752</u>	<u>4,175,064</u>
Expenses (Schedule):		
Salaries, benefits and contract fees	1,449,565	1,607,314
Community language and cultural development	852,981	521,345
Consulting and professional fees	412,815	320,662
Legal expense	319,194	88,068
Travel	314,614	379,530
Office and general	167,580	213,503
Bad debt expense	68,745	43,124
Communications	43,225	5,841
Rent	37,668	55,668
Advertising	9,341	8,438
Amortization	9,085	11,050
Administration fees (note 4)	—	12,496
Training	—	2,722
	<u>3,684,813</u>	<u>3,269,761</u>
Excess of revenues over expenses	\$ 1,493,939	\$ 905,303

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Fund Balances

Year ended March 31, 2021, with comparatives financial information for 2020

	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
Excess (deficiency) 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

	Unrestricted Fund	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration fund	Community engagement	2020 Total
Balance, beginning of year	\$ 1,047,769	\$ 17,458	\$ 785,156	\$ 1,479,375	\$ 349,540	\$ 50,000	\$ 3,729,298
(Deficiency) excess of revenues over expenses	137,995	(11,050)	441,434	365,000	(28,076)	–	905,303
Net change in invested capital	(1,955)	1,955	–	–	–	–	–
Balance, end of year	\$ 1,183,809	\$ 8,363	\$ 1,226,590	\$ 1,844,375	\$ 321,464	\$ 50,000	\$ 4,634,601

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2021, with comparative financial information for 2020

	2021	2020
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 1,493,939	\$ 905,303
Items not involving cash:		
Amortization of capital assets	9,085	11,050
Change in non-cash operating working capital		
Accounts receivable	(667,137)	100,374
Prepaid expenses	27,470	77,200
Due from 2438543 Ontario Inc.	1,302,432	(258,493)
Due from Ogwawishta Dedwahsnye	(7,612)	1,558
Accounts payable and accrued liabilities	220,043	(101,812)
Deferred revenue	(59,707)	19,707
	<u>2,318,513</u>	<u>754,887</u>
Investing activities:		
Purchase of capital assets	(9,129)	(1,955)
Investment in subsidiary	(1,365,000)	-
	<u>(1,374,129)</u>	<u>(1,955)</u>
Net increase in cash	944,384	752,932
Cash, beginning of year	3,737,799	2,984,867
Cash, end of year	<u>\$ 4,682,183</u>	<u>\$ 3,737,799</u>

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2021

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, 2021

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) 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%

(e) 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. Actual results could differ from those estimates.

(f) 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2021

1. Significant accounting policies (continued):

(f) Financial instruments (continued):

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.

(g) 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:

	2021	2020
Accounts receivable	\$ 996,994	\$ 311,112
Less allowance for doubtful accounts	(106,745)	(88,000)
	<u>\$ 890,249</u>	<u>\$ 223,112</u>

3. Capital assets:

March 31, 2021	Cost	Accumulated amortization	2021 Net book value	2020 Net book value
Computer and equipment	\$ 61,729	\$ 55,757	\$ 5,972	\$ 5,111
Furniture and fixtures	14,938	12,503	2,435	3,252
	<u>\$ 76,667</u>	<u>\$ 68,260</u>	<u>\$ 8,407</u>	<u>\$ 8,363</u>

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2021

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 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, \$1,365,000 (2020 - \$Nil) 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 in the entity on the statement of financial position.

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 amounts charged are included as administrative fees on the statement of operations. The payable of \$Nil (2020 – \$7,612) to Ogawishta Dedwahsnye is non-interest bearing and is the net result of transactions during the year.

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. At March 31, 2021, the organization has prepaid success and termination fees to a Director in the amount of \$130,000 (2020 - \$208,866). In addition to the above, the organization has also paid certain expenses to the delegates and Council secretary during the year.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2021

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 2020.

(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:

On March 26, 2020, the Organization entered into a rental agreement with Grand River Employment and Training Inc. ("GRETI") for a one year term to lease office space, the remaining minimum payments for the next year is due as follows:

Rent	\$	35,424
Joint Stewardship Board		2,244
	\$	37,668

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, 2021.

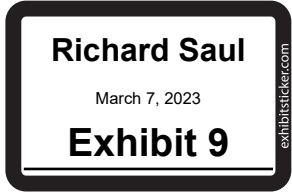
HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2021, with comparative financial information for 2020

	HDI Admin	Archaeo. Monitoring	Enviro. Monitoring	Land Research	HCCC	Land lease	Land Acq.	Joint Stewardship Board	HRC	Pipeline Monitoring	Old Council House	2021	2020
Revenues													
Fees	\$ -	\$ 3,397,110	\$ 136,420	\$ -	\$ -	\$ 975,599	\$ 365,000	\$ 150,000	\$ -	\$ 154,123	\$ -	\$ 5,178,252	\$ 4,175,064
Other revenue	-	-	-	-	500	-	-	-	-	-	-	500	-
	-	3,397,110	136,420	-	500	975,599	365,000	150,000	-	154,123	-	5,178,752	4,175,064
Expenses:													
Salaries, benefits and - contract fees	79,713	1,204,441	74,681	23,962	-	-	-	-	245,687	66,768	-	1,695,252	1,607,314
Legal expenses	319,194	-	-	-	-	-	-	-	-	-	-	319,194	88,068
Communications	41,995	-	-	-	-	-	-	1,230	-	-	-	43,225	5,841
Consulting and professional fees	225,070	21,756	4,807	16,432	-	-	-	141,000	93,126	3,750	-	505,941	320,662
Community language/ cultural development	-	-	-	-	10,538	484,698	-	-	-	-	-	495,236	521,345
Travel	4,452	282,714	16,725	-	450	-	-	74	1,191	10,199	-	315,805	379,530
Office and general	81,346	-	-	-	33,479	-	-	5,452	17,741	-	47,302	185,320	213,503
Administrative fees	-	-	-	-	-	-	-	-	-	-	-	-	12,496
Bad debt expense	68,745	-	-	-	-	-	-	-	-	-	-	68,745	43,124
Rent	35,424	-	-	-	-	-	-	2,244	-	-	-	37,668	55,668
Advertising	9,342	-	-	-	-	-	-	-	-	-	-	9,342	8,438
Amortization expense	9,085	-	-	-	-	-	-	-	-	-	-	9,085	11,050
Training	-	-	-	-	-	-	-	-	-	-	-	-	2,722
	874,366	1,508,911	96,213	40,394	44,467	484,698	-	150,000	357,745	80,717	47,302	3,684,813	3,269,761
(Deficiency) excess of revenues over expense	\$ (874,366)	\$ 1,888,199	\$ 40,207	\$ (40,394)	\$ (43,967)	\$ 490,901	\$ 365,000	\$ -	\$ (357,745)	\$ 73,406	\$ (47,302)	\$ 1,493,939	\$ 905,303

TAB 9



Financial Statements of

2438543 ONTARIO INC.

And Independent Auditors' Report thereon

Year ended March 31, 2021



KPMG LLP
Commerce Place
21 King Street West, Suite 700
Hamilton Ontario L8P 4W7
Canada
Telephone (905) 523-8200
Fax (905) 523-2222

INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

Opinion

We have audited the financial statements of 2438543 Ontario Inc. (the Entity), which comprise:

- the balance sheet as at March 31, 2021
- the statement of operations and deficit 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, 2021, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

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 “***Auditors’ Responsibilities for the Audit of the Financial Statements***” section of our auditors’ 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.



Page 2

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 private enterprises, 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.

Auditors' 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 auditors' 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.

- 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.



Page 3

- 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 auditors' 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 auditors' 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

2438543 ONTARIO INC.

Balance Sheet

March 31, 2021, with comparative financial information for 2020

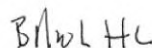
	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,143,827	\$ 2,229,905
Distributions receivable	2,300	2,300
Receivable from Haudenosaunee Development Institute (note 5)	865,000	–
	<u>2,011,127</u>	<u>2,232,205</u>
Investment in GGV2LP (note 2)	3,250,488	1,305,288
Property (note 3)	3,382,498	2,226,101
	<u>\$ 8,644,113</u>	<u>\$ 5,763,594</u>
Liabilities and Shareholders' Equity (Deficit)		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 108,613	\$ 80,151
Income taxes payable (note 7)	–	309,485
Payable to Haudenosaunee Development Institute (note 5)	170,531	607,963
	<u>279,144</u>	<u>997,599</u>
Loan payable (note 6)	7,258,316	6,520,316
	<u>7,537,460</u>	<u>7,517,915</u>
Shareholders' equity (deficit):		
50 common shares	50	50
Capital contribution from Haudenosaunee Development Institute	1,365,000	–
Deficit	<u>(258,397)</u>	<u>(1,754,371)</u>
	1,106,653	(1,754,321)
COVID-19 (note 9)		
	<u>\$ 8,644,113</u>	<u>\$ 5,763,594</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

2438543 ONTARIO INC.

Statement of Operations and Deficit

Year ended March 31, 2021, with comparative financial information for 2020

	2021	2020
Revenue:		
Investment gain (loss) on GGV2LP	\$ 1,945,200	\$ (1,027,200)
Office rent	–	18,000
Land lease revenue	6,100	14,100
	<u>1,951,300</u>	<u>(995,100)</u>
Expenses:		
Legal fees (note 5)	134,955	112,200
Amortization expense	79,537	33,454
Business development (note 5)	65,000	65,000
Management fees (note 5)	45,492	45,299
Professional fees	43,795	45,590
Property expenses	39,536	55,092
Land related fees	20,067	23,616
Audit fees	13,000	12,250
Office expenses	6,953	5,424
Insurance	6,738	12,666
Interest expense – CRA	211	–
Bank fees	42	42
Interest expense – mortgage payable	–	1,558
Travel	–	838
	<u>455,326</u>	<u>413,029</u>
Net earnings (loss) before income taxes	1,495,974	(1,408,129)
Income tax expense (note 7)	–	309,485
Net income (loss)	1,495,974	(1,717,614)
Deficit, beginning of year	(1,754,371)	(36,757)
Deficit, end of year	<u>\$ (258,397)</u>	<u>\$ (1,754,371)</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

Year ended March 31, 2021, with comparative financial information for 2020

	2021	2020
Cash provided by (used in):		
Operating activities:		
Net income (loss)	\$ 1,495,974	\$ (1,717,614)
Change in non-cash items:		
Amortization expense	79,537	33,454
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	28,461	28,116
Prepaid expenses	—	900
Income taxes payable	(309,485)	309,485
Receivable from Haudenosaunee Development Institute	(865,000)	—
Payable to Haudenosaunee Development Institute	(437,432)	258,492
	(7,945)	(1,087,167)
Financing activities:		
Proceeds from demand loan	738,000	2,519,500
Capital contribution from Haudenosaunee Development Institute	1,365,000	—
Repayment of mortgage payable	—	(278,105)
	2,103,000	2,241,395
Investing activities:		
Investment in land and building	(1,235,933)	(94,470)
Proceeds of investment in GGV2LP, net	(1,945,200)	1,027,200
	(3,181,133)	932,730
(Decrease) increase in cash and cash equivalents	(1,086,078)	2,086,958
Cash and cash equivalents, beginning of year	2,229,905	142,947
Cash and cash equivalents, end of year	\$ 1,143,827	\$ 2,229,905

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2021

2438543 Ontario Inc. (the "Entity") is a private Entity incorporated under the Canada Business Corporations Act. The Entity is 100% owned by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). The Entity's shares are held in trust by Haudenosaunee Development Institute ("HDI") an unincorporated organization owned and controlled by HCCC. The Entity holds an investment in a wind farm and land with the intention of re-investing earnings in the community for development of resources available to the public.

1. Significant accounting policies:

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises ("ASPE"). The Entity's significant accounting policies are as follows:

(a) 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.

(b) Investments:

The Entity applies the equity method as a basis of accounting for investments in a Entity which it exercises significant influence and does not control, jointly or otherwise. Under the equity method, the Entity records these investments initially at cost, less any transaction costs, and the carrying amounts are adjusted thereafter to include the Entity's pro rate share of post-acquisition earnings of the investees, computed by the consolidation method. The adjustments are included in the determination of net income by the Entity, and the investment accounts of the Entity are also increased or decreased to reflect the Entity'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 amount of the investments. Unrealized intercompany gains or losses are eliminated.

The Entity'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 intercompany transactions, interchange or managerial personnel or provision of technical information.

The investment in a Entity subject to significant influence is accounted for using the equity method.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2021

1. Significant accounting policies (continued):

(c) Property, plant and equipment:

Property, plant and equipment are stated at cost, less accumulated amortization.

Depreciation is provided on a straight-line basis over the estimated useful life of the assets, which are as follows:

Asset	Years
Building	20
Building improvements	20

Property, plant and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable and exceeds its fair value.

(d) Related party transactions:

Monetary related party transactions and non-monetary related party transactions that have commercial substance and are in the normal course of business are measured at the exchange amount. Where the transaction is not in the normal course of operations, it is measured at the exchange amount when there is a substantive change in ownership of the item transferred and there is independent evidence of the exchange amount. All other related party transactions are measured at the carrying amount.

(e) Income taxes:

The Entity uses the taxes payable method to account for income taxes whereby the expense (income) of the period consists only of the cost (benefit) of current income taxes for that period, determined in accordance with the rules established by taxation authorities.

(f) Use of estimates:

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises 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 the carrying amounts of investments. Actual results could differ from those estimates.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2021

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 Entity 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 Entity 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 Entity 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.

2. Investment:

The Entity owns a 40% interest in Great Grand Valley 2 Limited Partnership ("GGV2LP"). GGV2LP owns a 25% interest in Grand Valley 2 Limited Partnership, a wind farm project consisting of 25 wind turbines producing 60 megawatts of green energy located in the Town of Grand Valley and the Township of Amaranth. This investment is accounted for using the equity method.

Asset as at March 31	2021	2020
Investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains from investment	3,214,393	1,269,193
Cumulative return of capital	(760,000)	(760,000)
Distributions from partnership	(2,203,905)	(2,203,905)
	\$ 3,250,488	\$ 1,305,288

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2021

3. Property:

			2021	2020
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 2,005,782	\$ –	\$ 2,005,782	\$ 1,726,683
Building	1,557,097	180,381	1,376,716	499,418
	\$ 3,562,879	\$ 180,381	\$ 3,382,498	\$ 2,226,101

4. Accrued liabilities:

Included in accrued liabilities are professional service fees for audit and other related services of \$13,000 (2020 - \$12,250) and amounts payable for municipal tax bills of \$84,967 (2020 - \$64,900).

5. Related entities:

Haudenosaunee Confederacy Chiefs Council (“the Council”):

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. The Organization is controlled by HCCC.

Haudenosaunee Development Institute:

Haudenosaunee Development Institute (“HDI”), an unincorporated organization also 100% owned by the Haudenosaunee Confederacy Chiefs Council (“HCCC”), provides services to the Entity such as mortgage payments, land purchases and professional service fees made on behalf of the Entity. At March 31, 2021, the entity has a net balance receivable from HDI in the amount of \$694,469 (2020 - due to HDI in amount of \$607,963) relating to land purchases, mortgage payments and professional service fees. For the year ended March 31, 2021, amounts charged by HDI for services provided to the entity included management fees in the amount of \$45,492 (2020 - \$45,299), legal fees in the amount of \$134,728 (2020 - \$112,200), business development expenses in the amount of \$65,000 (2020 - \$65,000) and other expenses of \$2,101 (2020 - \$1,791). During the year, the Organization received a capital contribution in the amount of \$1,365,000 from HDI, which was used for community development by way of land purchases.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2021

5. Related entities (continued):

A director of 2438543 Ontario Inc. provides services to the Entity. These include but are not limited to success fees paid on any negotiated outcomes in relation to the acquisition of an interest in any wind project. During the year, success fees in the amount of \$nil (2020 - \$nil for success fees) were accrued and/or paid to the director.

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

6. Loan payable:

The entity has a loan payable to GGV2LP in the amount of \$6,520,316 (2020 - \$4,000,816). The loan is interest-free and has scheduled repayments beginning in 2024. The full amount is expected to be repaid in full by 2035.

7. Income taxes:

Income tax expenses differ from the amount that would be computed by applying the federal and provincial statutory tax rates of 26.5% (2020 – 26.5%) to earnings before income taxes. The reasons for the differences and related tax effects are as follows:

	2021	2020
Earnings before income taxes	\$ 1,495,974	\$ (1,408,129)
Income tax expense at applicable tax rate	396,433	(373,154)
Partnership income (loss)	(515,478)	272,621
Taxable capital gains	111,049	333,834
Non-capital losses	5,833	71,887
Other	2,163	4,298
Income tax expense	\$ –	\$ 309,486

As at March 31, 2021, there are no non capital losses remaining.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2021

8. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Entity will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Entity manages its liquidity risk by monitoring its operating requirements. The Entity has a working capital deficiency that arises due to the structure of the investment in GGV2LP. The Entity 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 prior year.

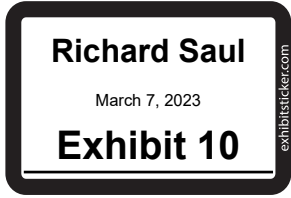
(b) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Entity deals with creditworthy counterparties to mitigate the risk of financial loss from defaults. The Entity monitors the credit risk of its investment in the GGV2LP.

9. COVID-19:

Subsequent to March 31, 2021, world financial markets have continued to be negatively impacted by the novel Coronavirus or COVID-19, which was declared a pandemic by the World Health Organization on March 12, 2020. This has resulted in significant economic uncertainty, including in Canada, where the Entity operates. The ongoing impact may affect the generation, timing and collection of revenues. Consequently, it is difficult to reliably measure the potential impact of this uncertainty on the future financial results of the Organization.

TAB 10



Financial Statements of

2438543 ONTARIO INC.

And Independent Auditors' Report thereon

Year ended March 31, 2022



KPMG LLP
Commerce Place
21 King Street West, Suite 700
Hamilton Ontario L8P 4W7
Canada
Telephone (905) 523-8200
Fax (905) 523-2222

INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

Opinion

We have audited the financial statements of 2438543 Ontario Inc. (the Entity), which comprise:

- the balance sheet as at March 31, 2022
- the statement of operations and retained earnings (deficit) 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 private enterprises.

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 "Auditors' Responsibilities for the Audit of the Financial Statements" section of our auditors' 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.



Page 2

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 private enterprises, 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.

Auditors' 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 auditors' 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.

- 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.



Page 3

- 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 auditors' 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 auditors' 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants
Hamilton, Canada
February 2, 2023

2438543 ONTARIO INC.

Balance Sheet

March 31, 2022, with comparative financial information for 2021

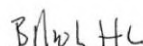
	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 137,253	\$ 1,143,827
Distributions receivable	2,300	2,300
Receivable from Haudenosaunee Development Institute (note 5)	–	865,000
	<u>139,553</u>	<u>2,011,127</u>
Investment in GGV2LP (note 2)	5,168,488	3,250,488
Property (note 3)	6,769,578	3,382,498
	<u>\$ 12,077,619</u>	<u>\$ 8,644,113</u>
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 152,799	\$ 108,614
Deferred revenue	6,000	–
Payable to Haudenosaunee Development Institute (note 5)	664,696	170,531
	<u>823,495</u>	<u>279,145</u>
Loan payable (note 6)	7,807,316	7,258,316
	<u>8,630,811</u>	<u>7,537,461</u>
Shareholders' equity:		
50 common shares	50	50
Capital contribution from Haudenosaunee Development Institute	2,365,000	1,365,000
Shareholders' equity (deficit)	1,081,758	(258,398)
	<u>3,446,808</u>	<u>1,106,652</u>
	<u>\$ 12,077,619</u>	<u>\$ 8,644,113</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

2438543 ONTARIO INC.

Statement of Operations and Retained Earnings (Deficit)

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

	2022	2021
Revenue:		
Investment gain (loss) on GGV2LP	\$ 1,918,000	\$ 1,945,200
Office rent	30,100	–
Land lease revenue	7,150	6,100
	<u>1,955,250</u>	<u>1,951,300</u>
Expenses:		
Amortization expense	170,786	79,537
Property expenses	105,333	39,536
Legal fees (note 5)	75,183	134,955
Professional fees	63,981	43,795
Business development (note 5)	60,000	65,000
Land related fees and property taxes	48,609	20,067
Management fees (note 5)	45,281	45,492
Insurance	15,015	6,738
Audit fees	13,500	13,000
Office expenses	11,321	6,953
Bank fees	6,085	42
Interest expense – CRA	–	211
	<u>615,094</u>	<u>455,326</u>
Net earnings before income taxes	1,340,156	1,495,974
Income tax expense (note 7)	–	–
Net income	1,340,156	1,495,974
Deficit, beginning of year	(258,398)	(1,754,372)
Retained earnings (deficit), end of year	<u>\$ 1,081,758</u>	<u>\$ (258,398)</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

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

	2022	2021
Cash provided by (used in):		
Operating activities:		
Net income	\$ 1,340,156	\$ 1,495,974
Change in non-cash items:		
Amortization expense	170,786	79,537
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	44,186	28,461
Deferred revenue	6,000	—
Income taxes payable	—	(309,485)
Receivable from Haudenosaunee Development Institute	865,000	(865,000)
Payable to Haudenosaunee Development Institute	494,165	(437,432)
	<u>2,920,293</u>	<u>(7,945)</u>
Financing activities:		
Proceeds from demand loan	549,000	738,000
Capital contribution from Haudenosaunee Development Institute	1,000,000	1,365,000
	<u>1,549,000</u>	<u>2,103,000</u>
Investing activities:		
Purchase of land and buildings	(3,557,867)	(1,235,933)
Proceeds of investment in GGV2LP, net	(1,918,000)	(1,945,200)
	<u>(5,475,867)</u>	<u>(3,181,133)</u>
Decrease in cash and cash equivalents	(1,006,574)	(1,086,078)
Cash and cash equivalents, beginning of year	1,143,827	2,229,905
Cash and cash equivalents, end of year	<u>\$ 137,253</u>	<u>\$ 1,143,827</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2022

2438543 Ontario Inc. (the "Entity") is a private Entity incorporated under the Canada Business Corporations Act. The Entity is 100% owned by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). The Entity's shares are held in trust by Haudenosaunee Development Institute ("HDI") an unincorporated organization owned and controlled by HCCC. The Entity holds an investment in a wind farm and land with the intention of re-investing earnings in the community for development of resources available to the public.

1. Significant accounting policies:

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises ("ASPE"). The Entity's significant accounting policies are as follows:

(a) 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.

(b) Investments:

The Entity applies the equity method as a basis of accounting for investments in a Entity which it exercises significant influence and does not control, jointly or otherwise. Under the equity method, the Entity records these investments initially at cost, less any transaction costs, and the carrying amounts are adjusted thereafter to include the Entity's pro rate share of post-acquisition earnings of the investees, computed by the consolidation method. The adjustments are included in the determination of net income by the Entity, and the investment accounts of the Entity are also increased or decreased to reflect the Entity'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 amount of the investments. Unrealized intercompany gains or losses are eliminated.

The Entity'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 intercompany transactions, interchange or managerial personnel or provision of technical information.

The investment in a Entity subject to significant influence is accounted for using the equity method.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2022

1. Significant accounting policies (continued):

(c) Property, plant and equipment:

Property, plant and equipment are stated at cost, less accumulated amortization.

Depreciation is provided on a straight-line basis over the estimated useful life of the assets, which are as follows:

Asset	Years
Building	20
Building improvements	20

Property, plant and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable and exceeds its fair value.

(d) Related party transactions:

Monetary related party transactions and non-monetary related party transactions that have commercial substance and are in the normal course of business are measured at the exchange amount. Where the transaction is not in the normal course of operations, it is measured at the exchange amount when there is a substantive change in ownership of the item transferred and there is independent evidence of the exchange amount. All other related party transactions are measured at the carrying amount.

(e) Income taxes:

The Entity uses the taxes payable method to account for income taxes whereby the expense (income) of the period consists only of the cost (benefit) of current income taxes for that period, determined in accordance with the rules established by taxation authorities.

(f) Use of estimates:

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises 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 the carrying amounts of investments. Actual results could differ from those estimates.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2022

1. Significant accounting policies (continued):

(f) 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 Entity 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 Entity 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 Entity 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.

2. Investment:

The Entity owns a 40% interest in Great Grand Valley 2 Limited Partnership ("GGV2LP"). GGV2LP owns a 25% interest in Grand Valley 2 Limited Partnership, a wind farm project consisting of 25 wind turbines producing 60 megawatts of green energy located in the Town of Grand Valley and the Township of Amaranth. This investment is accounted for using the equity method.

Asset as at March 31	2022	2021
Investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains from investment	5,132,393	3,214,393
Cumulative return of capital	(760,000)	(760,000)
Distributions from partnership	(2,203,905)	(2,203,905)
	\$ 5,168,488	\$ 3,250,488

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2022

3. Property:

			2022	2021
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 3,880,782	\$ –	\$ 3,880,782	\$ 2,005,782
Building and improvements	3,239,963	351,167	2,888,796	1,376,716
	<u>\$ 7,120,745</u>	<u>\$ 351,167</u>	<u>\$ 6,769,578</u>	<u>\$ 3,382,498</u>

4. Accrued liabilities:

Included in accrued liabilities are professional service fees for audit and other related services of \$13,500 (2021 - \$13,000) and amounts payable for municipal tax bills of \$133,575 (2021 - \$84,967).

5. Related entities:

Haudenosaunee Confederacy Chiefs Council ("the Council"):

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. The Organization is controlled by HCCC.

Haudenosaunee Development Institute:

Haudenosaunee Development Institute ('HDI'), an unincorporated organization also 100% owned by the Haudenosaunee Confederacy Chiefs Council ('HCCC'), provides services to the Entity such as mortgage payments, land purchases and professional service fees made on behalf of the Entity. At March 31, 2022, the entity has balance payable to HDI in the amount of \$682,696 (2021 – net receivable of \$694,469) relating to land purchases, mortgage payments and professional service fees. For the year ended March 31, 2022, amounts charged by HDI for services provided to the entity included management fees in the amount of \$45,281 (2021 - \$45,492), legal fees in the amount of \$75,184 (2021 - \$134,728), business development expenses in the amount of \$60,000 (2021 - \$65,000) and other expenses of \$2,101.33 (2021 - \$1,791). During the year, the Organization received a capital contribution in the amount of \$1,000,000 from HDI (2021 - \$1,365,000), which was used for community development by way of land purchases.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2022

5. Related entities (continued):

A director of 2438543 Ontario Inc. provides services to the Entity. These include but are not limited to success fees paid on any negotiated outcomes in relation to the acquisition of an interest in any wind project. During the year, there were no success fees accrued and/or paid to the director (2021 - \$nil).

During the year, HDI paid \$18,000 to 2438543 Ontario Inc. for office space rental in one of the entity's properties (2021 - \$nil).

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

6. Loan payable:

The entity has a loan payable to GGV2LP in the amount of 7,807,316 (2021 - \$7,258,316). The loan is interest-free and has scheduled repayments beginning in 2024. The full amount is expected to be repaid in full by 2035.

7. Income taxes:

Income tax expenses differ from the amount that would be computed by applying the federal and provincial statutory tax rates of 26.5% (2021 – 26.5%) to earnings before income taxes. The reasons for the differences and related tax effects are as follows:

	2022	2021
Earnings before income taxes	\$ 1,340,156	\$ 1,495,974
Income tax at applicable tax rate	355,141	396,433
Partnership income (loss)	(508,270)	(515,478)
Taxable capital gains	57,553	111,049
Non-capital losses	98,950	5,833
Other	(3,374)	2,163
Income tax expense	\$ —	\$ —

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2022

8. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Entity will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Entity manages its liquidity risk by monitoring its operating requirements. The Entity has a working capital deficiency that arises due to the structure of the investment in GGV2LP. The Entity 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 prior period.

(b) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Entity deals with creditworthy counterparties to mitigate the risk of financial loss from defaults. The Entity monitors the credit risk of its investment in the GGV2LP.

TAB 11

**2438543 Ontario Inc.
Real Property - Ownership
at February 1, 2023**

#	Address	Building	Farmland	Purpose	Fiscal Year Acq.
6	126 Pauline Johnson Rd,		√	Farming	2015-16
7	1594 Concession 2 Townsend, Wilsonville		√	Farming	2015-16
1	9 Fawcett Rd, Brantford	√	√	HDI office for research/documents and farming	2016-17
2	392 Oneida Rd, Caledonia	√	√	HCCC admin, language program and farming	2021-22
3	44 Sixth Line, Caledonia	√		HDI office	2021-22
4	51 Sixth Line, Caledonia	√		Vacant - intended use community housing	2021-22
5	518 Argyle St, Caledonia	√	√	Being renovated - intended use community purposes and farming	2021-22
8	386 Oneida Rd, Caledonia	√		Being renovated - intended use community purposes	2022-23
9	154 - 38 Howard Park Ave, Toronto	√		HDI East/Toronto office and accommodations for monitors	2022-23

TAB 12

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

And Independent Auditor's Report thereon

Year ended March 31, 2021



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 Board of Directors of Ogwawihsta Dedwahsnye

Opinion

We have audited the financial statements of Ogwawihsta Dedwahsnye (the "Entity"), which comprise:

- the statement of financial position as at end of March 31, 2021;
- the statement of operations for the year then ended;
- the statement of changes in net assets 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, 2021, 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.



Page 2

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'. The signature is written in a cursive, slightly slanted style. Below the signature is a horizontal line that starts under the 'K' and ends under the 'P'.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2021, with comparative information for 2020

	2021	2020
Assets		
Current assets:		
Cash	\$ 34,352	\$ 32,245
Accounts receivable (note 4)	3,575	1,832
Due from related party (note 2)	–	7,612
	<u>37,927</u>	<u>41,689</u>
Equipment (note 3)	–	286
	<u>\$ 37,927</u>	<u>\$ 41,975</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 13,375	\$ 11,414
Net assets:		
Unrestricted	24,552	30,561
	<u>\$ 37,927</u>	<u>\$ 41,975</u>

See accompanying notes to financial statements.

Aaron Dutton

BALWHL

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2021, with comparative information for 2020

	2021	2020
Revenue:		
ALI program contribution (note 4)	\$ 71,484	\$ 36,644
Contribution for operating expenses (note 2)	–	12,496
	<u>71,484</u>	<u>49,140</u>
Expenses:		
ALI program costs (note 4)	66,125	36,644
Consulting fees	9,500	9,400
Professional fees	1,572	1,850
Amortization	286	686
Bank expense	10	84
Office and general expenses (note 2)	–	20
	<u>77,493</u>	<u>48,684</u>
(Deficiency) excess of revenue over expenses	\$ (6,009)	\$ 456

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2021, with comparative information for 2020

	2021	2020
Balance, beginning of year	\$ 30,561	\$ 30,105
(Deficiency) excess of revenue over expenses	(6,009)	456
Balance, end of year	\$ 24,552	\$ 30,561

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2021, with comparative information for 2020

	2021	2020
Cash (used in) provided by:		
Operations:		
(Deficiency) excess of revenues over expenses	\$ (6,009)	\$ 456
Items not involving cash:		
Amortization of equipment	286	686
Change in non-cash operating work capital		
Account receivable	(1,743)	(414)
Accounts payable and accrued liabilities	1,961	746
	(5,505)	1,474
Investing Activities:		
Advance from (to) Haudenosaunee Development Institute	7,612	(1,558)
Net increase (decrease) in cash	2,107	(84)
Cash, beginning of the year	32,245	32,329
Cash, end of year	\$ 34,352	\$ 32,245

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2021

Ogwawihsta Dedwahsnye (the “Organization”) is a Not-for-Profit Organization incorporated on March 22, 2016, as a corporation without share capital under the Canada Not-for-profit Corporation Act of Canada. The Organization works with the Haudenosaunee Confederacy Chiefs Council (“HCCC”) on the disbursement of its land lease funds. Previously the organization provided payroll services to Haudenosaunee Development Institute (“HDI”), a formal unincorporated organization also established by the HCCC, however the arrangement was ended during the year. The Organization is a not for profit organization under the Income Tax Act and accordingly is exempt from income taxes, provided certain requirements of the Income Tax Act are met.

1. Significant accounting policies:

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

(a) Revenue recognition:

The Organization follows the deferral method of accounting for contributions. Unrestricted contributions and administrative fee revenues are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Revenue from fees, contracts and agreements is recognized when the services are provided or the goods are sold.

(b) Cash and cash equivalents:

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

(c) Capital assets:

Purchased capital assets are recorded at cost. Contributed capital assets are recorded at fair value at the date of contribution.

Capital assets are amortized on a straight-line basis using the following expected life:

	Years
Computer equipment	3

(d) 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 the carrying amount of accrued liabilities. Actual results could differ from those estimates.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2021

2. Related party transactions:

The Organization is controlled by and overseen by HCCC which also controls and oversees HDI.

Contributions for operating expenses are received by the Organization based on an amount up to 5% of the land lease revenue earned by HDI. An amount of \$nil (2020 - \$12,496) has been received from HDI and recorded as contributions for operating expenses.

The transactions above are made in the normal course of operations and are measured at the exchange amount agreed to by the related parties.

3. Equipment:

	Cost	Accumulated amortization	2021 Net book value	2020 Net book value
Computer equipment	\$ 2,058	\$ 2,058	\$ –	\$ 286

4. ALI program contribution:

Contributions for the Aboriginal Learning Initiative (ALI) are received by the Organization based on an agreement between the Organization and First Nations Confederacy of Cultural Education Centres (FNCCEC). An amount of \$71,484 (2020 - \$36,644) was received by the Organization as revenue and subsequently allocated to ALI for use towards eligible expenditures in line with the agreement terms. During the year, the ALI incurred eligible expenditures in excess of the contribution. At year-end, \$3,575 (2020 - \$1,832) in additional contributions have been recorded as a holdback receivable from FNCCEC with an equal amount payable to ALI.

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. The Organization is dependent on HDI and the HCCC to achieve its operating objectives including administration revenues, contributions for operating expenses and support via cash flows and related accounts receivable. There have no changes in risk exposures from 2020.

(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. There have no changes in risk exposures from 2020.

TAB 13

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

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 Board of Directors of Ogwawihsta Dedwahsnye

Opinion

We have audited the financial statements of Ogwawihsta Dedwahsnye (the "Entity"), which comprise:

- the statement of financial position as at end of March 31, 2022
- the statement of operations for the year then ended
- the statement of changes in net assets 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.



Page 2

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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2022, with comparative information for 2021

	2022	2021
Assets		
Current assets:		
Cash	\$ 46,727	\$ 34,352
Accounts receivable (note 4)	105,000	3,575
	<u>151,727</u>	<u>37,927</u>
Equipment (note 3)	–	–
	<u>\$ 151,727</u>	<u>\$ 37,927</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 115,017	\$ 13,375
Due to related party (note 2)	4,301	–
Net assets:		
Unrestricted	32,409	24,552
	<u>\$ 151,727</u>	<u>\$ 37,927</u>

See accompanying notes to financial statements.

Aaron Dutton

Brian H. C.

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2022, with comparative information for 2021

	2022	2021
Revenue:		
ALI program contribution (note 4)	\$ 200,000	\$ 71,484
Expenses:		
ALI program costs (note 4)	180,000	66,125
Consulting fees	9,500	9,500
Professional fees	2,643	1,572
Amortization	–	286
Bank expense	–	10
	192,143	77,493
Excess (deficiency) of revenue over expenses	\$ 7,857	\$ (6,009)

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2022, with comparative information for 2021

	2022	2021
Balance, beginning of year	\$ 24,552	\$ 30,561
Excess (deficiency) of revenue over expenses	7,857	(6,009)
Balance, end of year	\$ 32,409	\$ 24,552

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2022, with comparative information for 2021

	2022	2021
Cash (used in) provided by:		
Operations:		
Excess (deficiency) of revenues over expenses	\$ 7,857	\$ (6,009)
Items not involving cash:		
Amortization of equipment	-	286
Change in non-cash operating work capital		
Account receivable	(101,425)	(1,743)
Accounts payable and accrued liabilities	101,642	1,961
	8,074	(5,505)
Investing Activities:		
Advance from Haudenosaunee Development Institute	4,301	7,612
Net increase in cash	12,375	2,107
Cash, beginning of the year	34,352	32,245
Cash, end of year	\$ 46,727	\$ 34,352

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2022

Ogwawihsta Dedwahsnye (the “Organization”) is a Not-for-Profit Organization incorporated on March 22, 2016, as a corporation without share capital under the Canada Not-for-profit Corporation Act of Canada. The Organization works with the Haudenosaunee Confederacy Chiefs Council (“HCCC”) on the disbursement of its land lease funds. Previously the organization provided payroll services to Haudenosaunee Development Institute (“HDI”), a formal unincorporated organization also established by the HCCC, however the arrangement was ended during the year. The Organization is a not for profit organization under the Income Tax Act and accordingly is exempt from income taxes, provided certain requirements of the Income Tax Act are met.

1. Significant accounting policies:

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

(a) Revenue recognition:

The Organization follows the deferral method of accounting for contributions. Unrestricted contributions and administrative fee revenues are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Revenue from fees, contracts and agreements is recognized when the services are provided or the goods are sold.

(b) Cash and cash equivalents:

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

(c) Capital assets:

Purchased capital assets are recorded at cost. Contributed capital assets are recorded at fair value at the date of contribution.

Capital assets are amortized on a straight-line basis using the following expected life:

	Years
Computer equipment	3

(d) 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 the carrying amount of accrued liabilities. Actual results could differ from those estimates.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2022

2. Related party transactions:

The Organization is controlled by and overseen by HCCC which also controls and oversees HDI.

Contributions for operating expenses are received by the Organization based on an amount up to 5% of the land lease revenue earned by HDI, at the discretion of HDI. As agreed upon by the two parties, an amount of \$nil (2021 - \$nil) has been received from HDI and recorded as contributions for operating expenses.

The transactions above are made in the normal course of operations and are measured at the exchange amount agreed to by the related parties.

As at March 31, 2022, amounts payable to HDI of \$4,301 (2021 - \$nil) are due upon demand and non-interest bearing.

3. Equipment:

		Cost	Accumulated amortization	2022 Net book value	2021 Net book value
Computer equipment	\$	2,058	\$ 2,058	\$ -	\$ -

4. ALI program contribution:

Contributions for the Aboriginal Learning Initiative (ALI) are received by the Organization based on an agreement between the Organization and First Nations Confederacy of Cultural Education Centres (FNCCEC). An amount of \$200,000 (2021 - \$71,484) was received by the Organization as revenue and subsequently allocated to ALI for use towards eligible expenditures in line with the agreement terms. During the year, the ALI incurred eligible expenditures in excess of the contribution. At year-end, \$10,000 (2021 - \$3,575) in additional contributions have been recorded as a holdback receivable from FNCCEC with an equal amount payable to ALI.

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. The Organization is dependent on HDI and the HCCC to achieve its operating objectives including administration revenues, contributions for operating expenses and support via cash flows and related accounts receivable. There have no changes in 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. There have no changes in risk exposures from 2021.

TAB 14

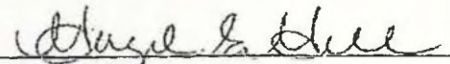
DECLARATION OF TRUST

IN CONSIDERATION of the sum of \$1.00 now paid to the undersigned and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the undersigned declares that 50 common shares (the "Shares") in the capital of 2438543 Ontario Inc. (the "Corporation") registered in the name of the undersigned, in trust, on the books of the Corporation, and all monies, shares or other property which may be payable in respect of the Shares, whether by way of dividends or capital distributions or otherwise howsoever, and all of the benefits pertaining to the Shares are held by the undersigned in trust for the Whiskniyonwenstake Rotionisonh (Haudenosaunee Confederacy Chiefs Council at Grand River), as set out in Schedule "A" attached (the "Beneficiary") and that the undersigned will convey, transfer, deal with or otherwise dispose of the Shares and any income or capital paid in respect of them, and any other benefits pertaining to them in such manner as the Beneficiary shall from time to time direct. The provisions of this Declaration are binding on the undersigned, and the successors and assigns of the undersigned, and enure to the benefit of the Beneficiary and the heirs, legal personal representatives, successors and assigns of the Beneficiary.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per:



Name: HAZEL E. HILL

Title: DIRECTOR

"Schedule A"

Cayuga		
	Clan	Chief Title
1.	Bear	Haga'e,yok
2.	Bear	Gada:gwa:se:
3.	Bear	Soyo:wi:s
4.	Bear	Desgahe
5.	Deer	Gaji'nodawehe
6.	Heron	Hadoda:he:ha'
7.	Snipe	Deyohowe:to:
8.	Turtle	Hagya;drohne
9.	Wolf	Deyotowehgoh
10.	Wolf	Dyohyo:goh
Oneida		
11.	Bear	Atahu?ta:y
12.	Bear	Lauyatashat
13.	Bear	Owatsa?t tha
14.	Turtle	Sshonuhses
15.	Turtle	Thanahak tha
16.	Turtle	Atya?tan tha
17.	Wolf	Otatshehte
18.	Wolf	Kanukwe?nyo:tu
19.	Wolf	Teyohakw t
Mohawk		
20.	Bear	Dehharagereneh
21.	Bear	Rastawehserondah
22.	Bear	Sosskoharowaneh
23.	Turtle	Ayonwatha
24.	Turtle	Tehkari:hoken
25.	Turtle	Sadekari:wadeh
26.	Wolf	Sahrehowaneh
27.	Wolf	Orenrehgowah
28.	Wolf	Deyonhehgiveh
Seneca		
29.	Bear	Sadyenawat
30.	Hawk	Sag,'jo:wa:
31.	Snipe	Ganohgi'da:wi:
32.	Snipe	Nishayene<nha
33.	Snipe	Tsa'degaohyes
34.	Turtle	Ga'nogae:
35.	Turtle	Sganyadeae:yo:
36.	Wolf	Dyonin'ho'ga'we'
Onondaga		
37.	Beaver	Dehatgahdos
38.	Deer	Se,:ha:wi:
39.	Deer	Hahi:hoh

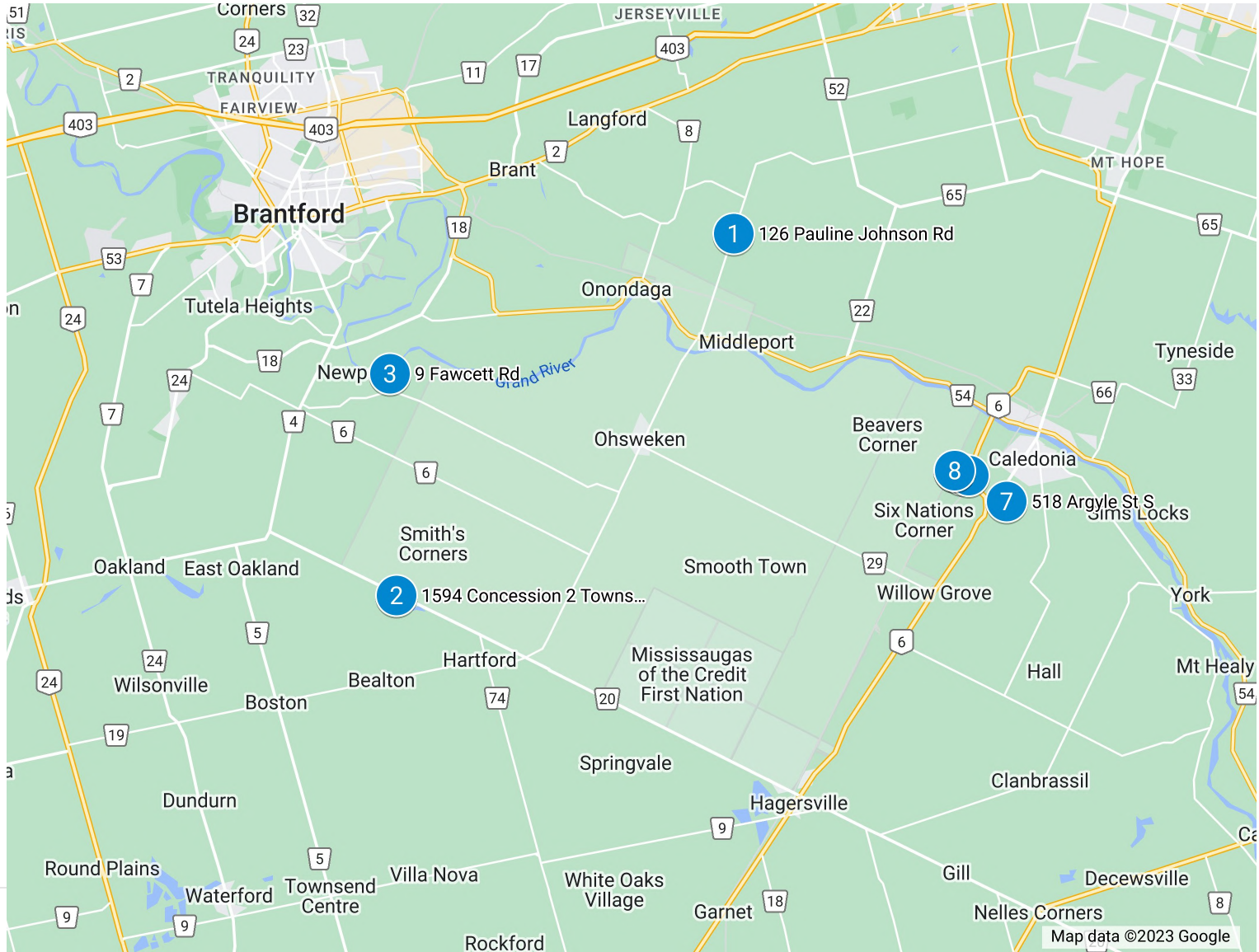
40.	Deer	Gawe,ne,se,:doh
41.	Eel	Sagoge,he:
42.	Eel	Sodegwa:se,:
43.	Eel	Hoyo:ny,nih
44.	Eel	Tadodahoh
45.	Turtle	Sganawadih
46.	Turtle	Dehayatgwae
47.	Wolf	Honowiyehdi
48.	Wolf	Awe'ge,hyat
49.	Wolf	Honya'daji:wak
50.	Wolf	Gane'se:he:

TAB 15

2438543 Ontario Inc. Real Property Ownership at February 1, 2023

Real properties owned by 2438543 Ontario Inc.

- 1 126 Pauline Johnson Rd
- 2 1594 Concession 2 Townsend
- 3 9 Fawcett Rd
- 4 392 Oneida Rd
- 5 44 6th Line
- 6 51 6th Line
- 7 518 Argyle St S
- 8 386 Oneida Rd
- 9 38 Howard Park Ave #154



Richard Saul

March 7, 2023

Exhibit A

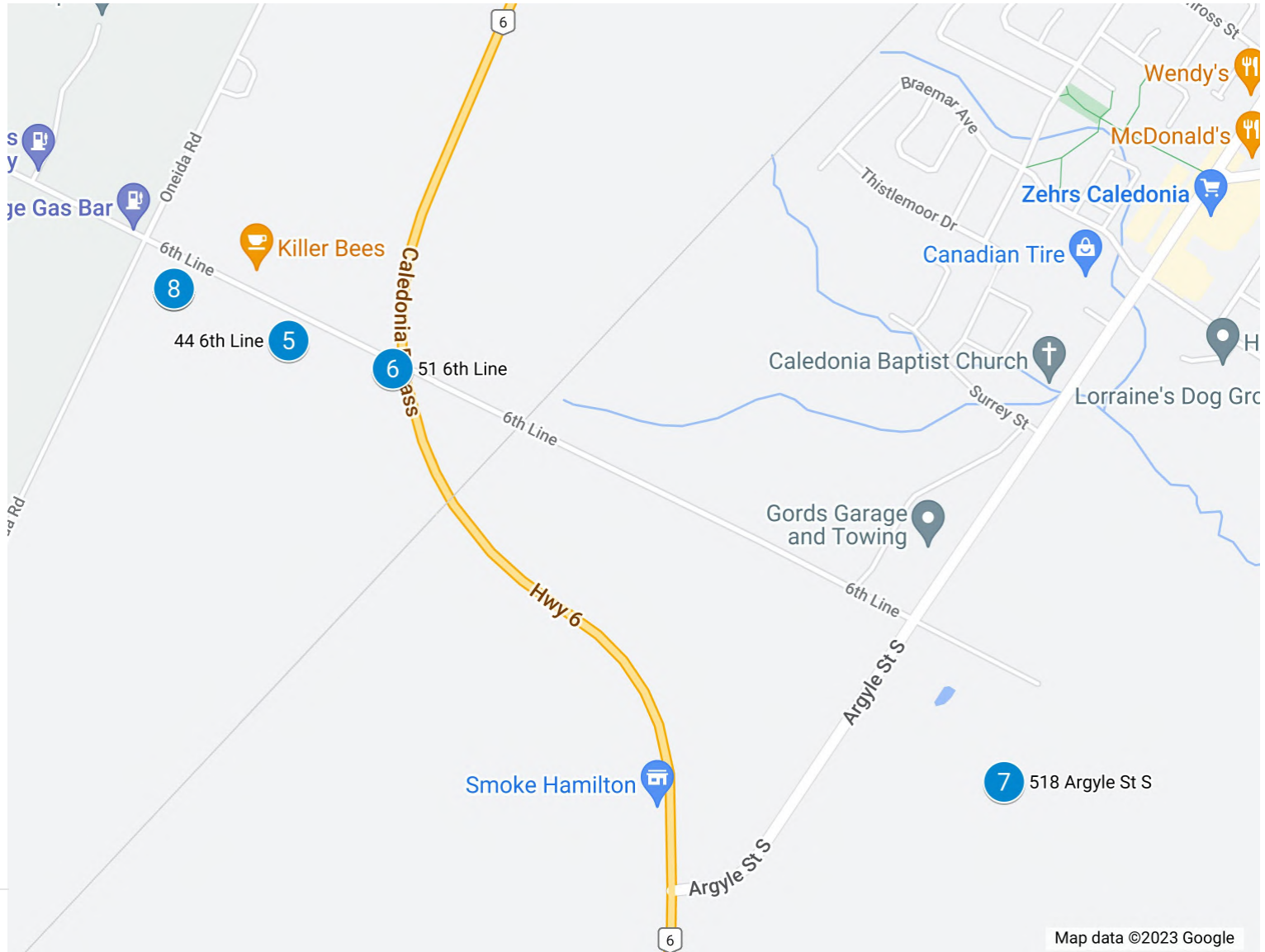
exhibitsticker.com

Map data ©2023 Google

2438543 Ontario Inc. Real Property Ownership at February 1, 2023

Real properties owned by 2438543 Ontario Inc.

- 1 126 Pauline Johnson Rd
- 2 1594 Concession 2 Townsend
- 3 9 Fawcett Rd
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- 8 386 Oneida Rd
- 9 38 Howard Park Ave #154



2438543 Ontario Inc. Real Property Ownership at February 1, 2023

Real properties owned by 2438543 Ontario Inc.

1

126 Pauline Johnson Rd

2

1594 Concession 2 Townsend

3

9 Fawcett Rd

4

392 Oneida Rd

5

44 6th Line

6

51 6th Line

7

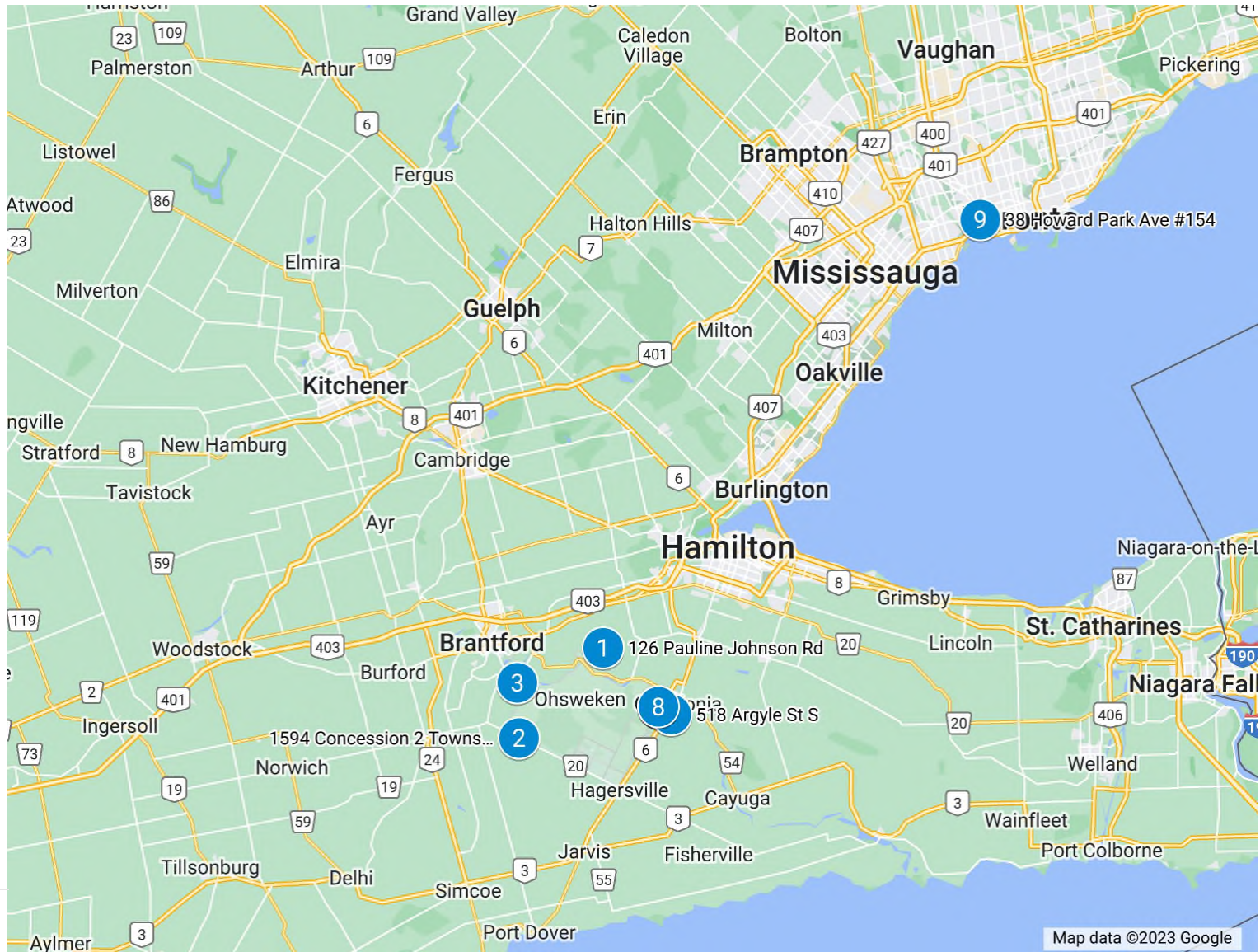
518 Argyle St S

8

386 Oneida Rd

9

38 Howard Park Ave #154



TAB 16

Letter of Inquiry from Janace (Henry) Maracle to HDI

Haudenosaunee Development Institute
16 Sunrise Court, Suite 600
P.O. Box 714
Ohsweken, Ontario
N0A 1M0

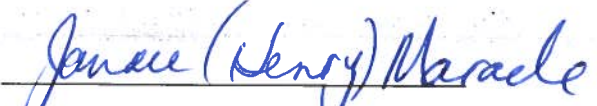
My name is Janace (Henry) Maracle, I am a Condoleed Cayuga Ball Deer Clan mother of the Haudenosaunee Confederacy. As a Clan Mother, I live by the Great Law and my job is to listen to all other members of my Clan, so that any issues that may arise in the community or in council may be addressed and brought to the attention of the Chief. The Chief's job is to listen to their Clan Mother, who in turn listens to the people of the Clan. In June of 2016 another Clan Mother and I went to the offices of HDI in order to get financial information, including but not limited to financial statements, any agreements, job descriptions, salaries, and employee names. We did this at the assurance of Leroy Hill, Secretary of the HCCC, and Aaron Detlor who stated a May 2016 council meeting that any title holder (meaning any Chief or Clan Mother) could go up to the HDI offices to request access to HDI documents. Two visits to the offices of HDI over the span of six weeks resulted in another Clan Mother and I being rebuffed by HDI who repeatedly refused to provide us the documents and information we requested. In the Affidavit of Richard Saul, Saul states that:

“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... 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.”

In the interest of transparency on the part of HDI regarding its finances, this letter is a formal request, a direct inquiry to HDI from the Clan Mother of the Cayuga Deer Clan, to release its financial statements and audits as well as the statements and audits of the following companies for the following years:

- 1) HDI, from 2007-present
- 2) 2438543 Ontario Inc., from 2014-present
- 3) Ogwawihsta Dedwahsnye, from 2016-present

Janace (Henry) Maracle, Cayuga Deer Clan Mother
(insert further information)


Janace (Henry) Maracle, Clan Mother

TAB 17



- News
- A.C.E.
- Sports
- Historical
- Editorial
- Opinion
- Business
- PRNewswire
- Letters to the Editor
- Suggest a Story
- Job Board
- Digital Archive
- Become a Patron!
- Subscriptions
- Advertise with Us!
- Contact Information

Richard Saul
March 7, 2023
Exhibit C

Former HDI Director arrested, facing fentanyl possession and weapons charges

Local News The Staff • September 16, 2020 • Views 302 • 1 Comment

Share



SIX NATIONS – The former head of the Haudenosaunee Development Institute, Hazel Hill, was arrested by Six Nations Police Wednesday during a raid on her home property.

Police say they executed a search warrant at Hill’s home on Sour Springs Road and recovered stolen vehicles, firearms and drugs.

Police say when they arrived at the property a man jumped from a second floor balcony and attempted to flee. He was apprehended and taken into custody.

A total of four firearms were located, two of them loaded, along with rounds of loose ammunition. One of the firearms was on file reported stolen from a break and enter with OPP Wellington County.

Additional items recovered included drug packaging, debt lists, and cell phones and digital scales which tested positive for Fentanyl.

Officers also found a bulk amount of lottery scratch tickets also believed to be from a break and enter. A search of the large detached garage and rear property was conducted with police seizing five vehicles confirmed stolen, and a snow mobile awaiting confirmation. One of the vehicles was involved in a robbery on Monday.

Hill was arrested and charged with five counts of careless use of a firearm, four counts of unauthorized possession, three counts of possessing stolen property and possession of fentanyl. Police say she was taken into custody and released on an undertaking.

Along with her, four others were arrested: John Alexander Hill, 30; Richard Andrew Hill, 29; Lyle Anderson, 23; Madolyn Twyla Porter, 31 – all of Ohsweken. All are charged with possession of weapons possession of stolen property and possession of fentanyl.

BECOME A PATRON

Related Posts



‘Our home on native land’: Singer Jully Black makes small change to O Canada lyrics

National February 22, 2023 • Comments off

Jully Black is drawing attention for a subtle change she made to

TAB B

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of BRIAN
DOOLITTLE, on his affidavits affirmed June 10,
2022, and July 6, 2022 respectively, taken via
Neesons, a Veritext Company's virtual Zoom
platform, with all participants attending remotely,
on the 8th day of March, 2023.

<p style="text-align: right;">2</p> <p>1 A P P E A R A N C E S:</p> <p>2 IRIS ANTONIOS, Esq., for the Plaintiff</p> <p>3 MAX SHAPIRO, Esq.,</p> <p>4 GREGORY SHEPPARD, Esq.,</p> <p>5 &</p> <p>6 ROBERT JANES, Esq.,</p> <p>7</p> <p>8 TANIA MITCHELL, Esq., for the Defendant,</p> <p>9 SARAH KANKO, Esq., Attorney General of</p> <p>10 HASAN JUNAID, Esq.,</p> <p>11 MYRA SIVALOGANATHAN, Esq.,</p> <p>12 OWEN YOUNG, Esq.,</p> <p>13 KATRINA LONGO, Esq.,</p> <p>14</p> <p>15 DAVID TORTELL, Esq., for the Defendant,</p> <p>16 His Majesty the King</p> <p>17 In Right of Ontario</p> <p>18</p> <p>19 TIM GILBERT, Esq., for the Moving Party,</p> <p>20 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>21 COLIN CARRUTHERS, Esq., Development Institute</p> <p>22</p> <p>23 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>24 LIAM GERRY, Esq., The Men's Fire of the</p> <p>25 Grand River Territory</p>	<p style="text-align: right;">4</p> <p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: BRIAN DOOLITTLE</p> <p>4 PAGES</p> <p>5 CROSS-EXAMINATION BY MR. SHAPIRO..... 6 - 108</p> <p>6 CROSS-EXAMINATION BY MR. KAUFMAN..... 110 - 149</p> <p>7 RE-EXAMINATION BY MR. GILBERT..... 149 - 151</p> <p>8</p> <p>9 **The following list of undertakings, advisements</p> <p>10 and refusals is meant as a guide only for the</p> <p>11 assistance of counsel and no other purpose**</p> <p>12</p> <p>13 I N D E X O F U N D E R T A K I N G S</p> <p>14 The questions/requests undertaken are noted by U/T</p> <p>15 and appear on the following pages: [None]</p> <p>16</p> <p>17 I N D E X O F A D V I S E M E N T S</p> <p>18 The questions/requests taken under advisement are</p> <p>19 noted by U/A and appear on the following pages:</p> <p>20 43:10, 48:3, 54:11, 56:22, 57:7, 141:11, 142:18,</p> <p>21 143:3, 143:13</p> <p>22 I N D E X O F R E F U S A L S</p> <p>23 The questions/requests refused are noted by R/F and</p> <p>24 appear on the following pages: 30:8, 30:15, 30:20,</p> <p>25 41:25, 105:9, 105:14, 105:19</p>
<p style="text-align: right;">3</p> <p>1</p> <p>2</p> <p>3 Also Present: Tayler Hill, Lonny Bomberry</p> <p>4</p> <p>5 REPORTED BY: Deana Santedicola, RPR, CRR, CSR</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5773592</p>	<p style="text-align: right;">5</p> <p>1 I N D E X O F E X H I B I T S</p> <p>2</p> <p>3 NO. DESCRIPTION PAGE/LINE NO.</p> <p>4</p> <p>5 Exh. 1 Notice of Examination to</p> <p>6 Brian Doolittle..... 8:3</p> <p>7</p> <p>8 Exh. 2 Letter from Helen Miller to the</p> <p>9 Haudenosaunee Development Institute</p> <p>10 dated February 27, 2023..... 66:13</p> <p>11</p> <p>12 Exh. 3 Draft Statement of Defence, Counterclaim,</p> <p>13 and Crossclaim of the Intervenor..... 95:23</p> <p>14</p> <p>15 Exh. 4 Declaration of Trust..... 115:17</p> <p>16</p> <p>17 Exh. 5 Document entitled 2438543 Ontario Inc.</p> <p>18 Real Property - Ownership at February</p> <p>19 1, 2023..... 138:13</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

6	<p>1 -- Upon commencing at 9:45 a.m.</p> <p>2</p> <p>3 BRIAN DOOLITTLE; AFFIRMED.</p> <p>4 CROSS-EXAMINATION BY MR. SHAPIRO:</p> <p>5 1 Q. Good morning, Mr. Doolittle. I</p> <p>6 gather you are located at the offices of your</p> <p>7 lawyers, Gilbert's today?</p> <p>8 A. Yes.</p> <p>9 2 Q. And other than your lawyers, there</p> <p>10 is no one else in the room with you?</p> <p>11 A. No.</p> <p>12 3 Q. The only screen you have up in</p> <p>13 front of you is the one where you can see me and</p> <p>14 the other lawyers; correct?</p> <p>15 A. Yes.</p> <p>16 4 Q. You don't have your mobile phone</p> <p>17 on; correct?</p> <p>18 A. Correct.</p> <p>19 5 Q. We are here today to talk about</p> <p>20 two affidavits, correct, the first sworn by</p> <p>21 you -- or pardon me, affirmed on June 10th?</p> <p>22 A. Yes.</p> <p>23 6 Q. And the second dated July 6th?</p> <p>24 A. Yes.</p> <p>25 7 Q. You have both of these affidavits</p>	8
7	<p>1 with you today?</p> <p>2 A. Yes.</p> <p>3 MR. GILBERT: Just one moment,</p> <p>4 Mr. Dumigan is showing him the second affidavit.</p> <p>5 We had the first one out.</p> <p>6 THE WITNESS: Okay.</p> <p>7 BY MR. SHAPIRO:</p> <p>8 8 Q. And I see you are looking at some</p> <p>9 paper. That is your second affidavit?</p> <p>10 A. Yes, July 6th.</p> <p>11 9 Q. Okay. Do you have corrections to</p> <p>12 make to either of your first or second affidavits?</p> <p>13 A. No.</p> <p>14 10 Q. Do you have any documents with you</p> <p>15 other than your affidavits and their exhibits?</p> <p>16 A. No.</p> <p>17 11 Q. No notes?</p> <p>18 A. No notes.</p> <p>19 12 Q. Your lawyers also shared with you</p> <p>20 a Notice of Examination; correct?</p> <p>21 A. Yes.</p> <p>22 13 Q. Can we pull that up on the screen,</p> <p>23 please. It is dated February 21st. You have seen</p> <p>24 this Notice of Examination, sir?</p> <p>25 A. Yes, I have.</p>	9
6	<p>1 MR. SHAPIRO: Let's mark that, please,</p> <p>2 as Exhibit 1.</p> <p>3 EXHIBIT NO. 1: Notice of Examination</p> <p>4 to Brian Doolittle.</p> <p>5 BY MR. SHAPIRO:</p> <p>6 14 Q. That can come off the screen.</p> <p>7 So turning to your background, sir, I</p> <p>8 gather you are a member of the Turtle Clan of the</p> <p>9 Mohawk Nation?</p> <p>10 A. I am.</p> <p>11 15 Q. You are 73 years old?</p> <p>12 A. I am.</p> <p>13 16 Q. You were born, I see, within the</p> <p>14 territory of the Haudenosaunee Confederacy?</p> <p>15 A. Yes.</p> <p>16 17 Q. Where exactly were you born?</p> <p>17 A. Southern Ontario, Hagersville.</p> <p>18 18 Q. Okay. You graduated from high</p> <p>19 school in 1970?</p> <p>20 A. Yes.</p> <p>21 19 Q. Do you have any educational</p> <p>22 training after high school?</p> <p>23 A. Yes, I do. I have some college.</p> <p>24 I took accounting courses. I studied governance in</p> <p>25 Atlanta, policy governance, but I trained that and</p>	8
6	<p>1 then I used -- I was a consultant with that, and I</p> <p>2 did that for, you know -- I still do, and I do</p> <p>3 organizational development.</p> <p>4 20 Q. So let's start with the accounting</p> <p>5 courses. Can you let me know where and when you</p> <p>6 took those.</p> <p>7 A. Let me see. So it would be about</p> <p>8 1980, give or take.</p> <p>9 21 Q. Where did you take -- was it a</p> <p>10 course?</p> <p>11 A. Yes. It was from Mohawk College,</p> <p>12 and that was delivered on the Reserve. It was</p> <p>13 night school.</p> <p>14 22 Q. Did you obtain a certificate or a</p> <p>15 diploma from that course?</p> <p>16 A. No.</p> <p>17 23 Q. Okay. Did you take any other</p> <p>18 accounting courses --</p> <p>19 A. No.</p> <p>20 24 Q. -- or that was the one? Okay.</p> <p>21 The second area you mentioned was policy governance</p> <p>22 in Atlanta. Can you describe that course and when</p> <p>23 you took it.</p> <p>24 A. I took that in 1990, '91, and part</p> <p>25 of '93. It is a model of governance. It is</p>	9

<p style="text-align: right;">10</p> <p>1 apparently the only one that there is.</p> <p>2 25 Q. Did you obtain a diploma or a</p> <p>3 certificate from those courses?</p> <p>4 A. No, I just got a title of</p> <p>5 Graduate.</p> <p>6 26 Q. And so other than the accounting</p> <p>7 and policy governance courses, do you have any</p> <p>8 other post-secondary education or training?</p> <p>9 A. No.</p> <p>10 27 Q. I think we can agree you are not a</p> <p>11 lawyer; correct?</p> <p>12 A. No, not yet.</p> <p>13 28 Q. You have no legal training?</p> <p>14 A. No.</p> <p>15 29 Q. You are also not a historian;</p> <p>16 correct?</p> <p>17 A. Well, no.</p> <p>18 30 Q. You have no training in history?</p> <p>19 A. That's right.</p> <p>20 31 Q. Do you have a resumé?</p> <p>21 A. No.</p> <p>22 32 Q. I gather you worked in</p> <p>23 construction for about 30 years; is that right?</p> <p>24 A. Yes.</p> <p>25 33 Q. Mainly operating your own</p>	<p style="text-align: right;">12</p> <p>1 Territories within the Haudenosaunee Confederacy;</p> <p>2 correct?</p> <p>3 A. Correct.</p> <p>4 41 Q. There are Bands associated with</p> <p>5 those Territories in modern day Canada; correct?</p> <p>6 A. I'm sorry, I didn't hear.</p> <p>7 42 Q. I am happy to repeat. I said</p> <p>8 there are Bands associated --</p> <p>9 A. Bands?</p> <p>10 43 Q. Bands, yes, associated --</p> <p>11 A. Bands.</p> <p>12 44 Q. -- with those Territories?</p> <p>13 A. No.</p> <p>14 45 Q. There are Tribes associated with</p> <p>15 those Territories in the modern day United States;</p> <p>16 correct?</p> <p>17 A. No.</p> <p>18 46 Q. You'll agree with me --</p> <p>19 A. They are not a Tribe or a Band.</p> <p>20 They are a Nation.</p> <p>21 47 Q. You'll agree with me that there</p> <p>22 are groups that call themselves "Bands"; correct?</p> <p>23 A. I suppose.</p> <p>24 48 Q. And those Bands have their own</p> <p>25 Governments?</p>
<p style="text-align: right;">11</p> <p>1 business?</p> <p>2 A. Yes.</p> <p>3 34 Q. I take it you are retired from</p> <p>4 that business now?</p> <p>5 A. Yes.</p> <p>6 35 Q. Busy with your three kids and six</p> <p>7 grandkids?</p> <p>8 A. That's right.</p> <p>9 36 Q. Okay. So I would like to agree on</p> <p>10 a couple of terms that are going to come up today.</p> <p>11 The first is the HC, which you'll understand when I</p> <p>12 refer to that means the Haudenosaunee Confederacy,</p> <p>13 okay?</p> <p>14 A. Okay.</p> <p>15 37 Q. And this is a political and</p> <p>16 cultural union of multiple Haudenosaunee Nations;</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 38 Q. It was formed before European</p> <p>20 contact in North America?</p> <p>21 A. Yes.</p> <p>22 39 Q. And extends across parts of modern</p> <p>23 day Canada and the United States?</p> <p>24 A. Yes.</p> <p>25 40 Q. There are multiple Haudenosaunee</p>	<p style="text-align: right;">13</p> <p>1 A. No.</p> <p>2 49 Q. Those Tribes also have their own</p> <p>3 Governments?</p> <p>4 A. They do.</p> <p>5 50 Q. Okay. Another term that will come</p> <p>6 up today is the HCCC.</p> <p>7 A. Yes.</p> <p>8 51 Q. Which you'll understand that I</p> <p>9 mean the Haudenosaunee Confederacy Chiefs Council;</p> <p>10 correct?</p> <p>11 A. Correct.</p> <p>12 52 Q. And I understand that is the</p> <p>13 traditional governing body of the Haudenosaunee</p> <p>14 Confederacy?</p> <p>15 A. Correct.</p> <p>16 53 Q. The HCCC is centuries old;</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 54 Q. Another term that will come up</p> <p>20 today is HDI, which you'll understand that I mean</p> <p>21 refers to the Haudenosaunee Development Institute;</p> <p>22 correct?</p> <p>23 A. Correct.</p> <p>24 55 Q. The HDI was created fairly</p> <p>25 recently, right?</p>

<p style="text-align: right;">14</p> <p>1 A. Right.</p> <p>2 56 Q. About 16 years ago in 2007?</p> <p>3 You'll have to say yes, sir, rather than nodding.</p> <p>4 A. Yes.</p> <p>5 57 Q. You'll agree with me, sir, that</p> <p>6 the HDI is not a traditional governing body of the</p> <p>7 Haudenosaunee Confederacy; correct?</p> <p>8 A. Yes, it is. I don't agree with</p> <p>9 you.</p> <p>10 58 Q. It didn't exist before 2007;</p> <p>11 correct?</p> <p>12 A. Not in the form that it is now.</p> <p>13 59 Q. So the answer to that question is</p> <p>14 no; correct?</p> <p>15 MR. GILBERT: Hold on, which question?</p> <p>16 BY MR. SHAPIRO:</p> <p>17 60 Q. The question about HDI having been</p> <p>18 created in 2007.</p> <p>19 A. That's correct.</p> <p>20 61 Q. Let's focus on the HCCC, which I</p> <p>21 gather from your affidavit at paragraph 6 that you</p> <p>22 first became involved with in about 1990; correct?</p> <p>23 A. Correct.</p> <p>24 62 Q. The HCCC is a hereditary body,</p> <p>25 right?</p>	<p style="text-align: right;">16</p> <p>1 A. I am aware of it.</p> <p>2 71 Q. You have seen this before?</p> <p>3 A. Probably developed it.</p> <p>4 72 Q. So you have definitely seen this</p> <p>5 before?</p> <p>6 A. Yes.</p> <p>7 73 Q. And so if Mr. Sheppard scrolls</p> <p>8 down -- oh, back up. I see that there are</p> <p>9 essentially six tabs representing different</p> <p>10 Nations, starting with the Seneca; do you see that,</p> <p>11 sir?</p> <p>12 MR. GILBERT: Hold on, just a second.</p> <p>13 We have got the hard copy here. Mr. Dumigan found</p> <p>14 it. It is a little faint on the screen.</p> <p>15 THE WITNESS: The Seneca, yes.</p> <p>16 BY MR. SHAPIRO:</p> <p>17 74 Q. If I add up all of the listed</p> <p>18 Chiefs on each of the six tabs -- I am just trying</p> <p>19 to get a confirmation on the number of HCCC Chiefs.</p> <p>20 A. Yes.</p> <p>21 75 Q. By my count, there are about 52 in</p> <p>22 total; do I have that right?</p> <p>23 A. No.</p> <p>24 76 Q. How many are there?</p> <p>25 A. There are 50 Chiefs.</p>
<p style="text-align: right;">15</p> <p>1 A. Right.</p> <p>2 63 Q. It is comprised of Chiefs?</p> <p>3 A. Yes.</p> <p>4 64 Q. Those Chiefs are selected by Clan</p> <p>5 Mothers?</p> <p>6 A. Yes.</p> <p>7 65 Q. The Chiefs are not elected?</p> <p>8 A. Correct.</p> <p>9 66 Q. You personally are not a Chief of</p> <p>10 the HCCC?</p> <p>11 A. No.</p> <p>12 67 Q. Your colleague Aaron Detlor is</p> <p>13 also not a Chief of the HCCC?</p> <p>14 A. No.</p> <p>15 68 Q. And because the HCCC is</p> <p>16 hereditary, you could never be a Chief of that</p> <p>17 body; correct?</p> <p>18 A. That is not true.</p> <p>19 69 Q. You are not a Chief today, right?</p> <p>20 A. That's right, yes.</p> <p>21 70 Q. I would like to pull up, please,</p> <p>22 the currently posted list of current Clan Mothers</p> <p>23 and Chiefs from the HCCC website, and there is a</p> <p>24 copy in the Plaintiff's responding record at page</p> <p>25 341.</p>	<p style="text-align: right;">17</p> <p>1 77 Q. And of those 50 Chiefs, according</p> <p>2 to this information, about 38 of those roles are</p> <p>3 currently filled; correct?</p> <p>4 A. I don't know. I know when you are</p> <p>5 talking about 38, that was a time in space. What</p> <p>6 it is exactly today, I am not up to date on it.</p> <p>7 78 Q. Some Chief roles are filled today;</p> <p>8 correct?</p> <p>9 A. Oh, yeah.</p> <p>10 79 Q. Some are vacant; correct?</p> <p>11 A. Yes.</p> <p>12 80 Q. How many are filled versus how</p> <p>13 many are vacant?</p> <p>14 A. Well, we go at 38, then I guess</p> <p>15 12.</p> <p>16 81 Q. Okay.</p> <p>17 A. There is a misconception here.</p> <p>18 You have got 50 Chiefs, but you only have 49 Clans,</p> <p>19 okay, so the one Chief has no Clan Mother or Clan.</p> <p>20 82 Q. We are focussed on the number of</p> <p>21 Chiefs.</p> <p>22 A. Yes.</p> <p>23 83 Q. So if there are 50 in total, it</p> <p>24 sounds like there are about three quarters of the</p> <p>25 spots that are filled and about a quarter that are</p>

18	<p>1 not filled; does that sound about right?</p> <p>2 A. Yes.</p> <p>3 84 Q. None of the current HCCC Chiefs</p> <p>4 are here today; correct?</p> <p>5 A. Correct.</p> <p>6 85 Q. No current HCCC Chief has provided</p> <p>7 an affidavit on this motion; correct?</p> <p>8 A. Correct.</p> <p>9 86 Q. I have the same question about the</p> <p>10 Clan Mothers. I understand there are 49 Clan</p> <p>11 Mothers in total; is that right?</p> <p>12 A. That's right.</p> <p>13 87 Q. Some of the Clan Mother roles</p> <p>14 today are filled; correct?</p> <p>15 A. Correct.</p> <p>16 88 Q. While others are vacant?</p> <p>17 A. Correct.</p> <p>18 89 Q. By my count, about three quarters</p> <p>19 of the Clan Mother roles are filled versus about a</p> <p>20 quarter that are vacant. Does that sound about</p> <p>21 right to you?</p> <p>22 A. Sounds about right. It</p> <p>23 fluctuated, the numbers. The numbers fluctuate.</p> <p>24 90 Q. I understand. That is why we are</p> <p>25 using rough estimates.</p>	20
19	<p>1 A. Yeah.</p> <p>2 91 Q. Okay. None of the Clan</p> <p>3 Mothers -- pardon me, the current Clan Mothers are</p> <p>4 here today; correct?</p> <p>5 A. Correct.</p> <p>6 92 Q. No Clan Mother has provided an</p> <p>7 affidavit on this motion; correct?</p> <p>8 A. Correct.</p> <p>9 93 Q. I would like your help -- if you</p> <p>10 look at the bottom of the first tab on the screen,</p> <p>11 this is for the Seneca, there is a couple of</p> <p>12 references I am hoping you can help me with as</p> <p>13 someone who developed this website. The first you</p> <p>14 see at the bottom left, the word "Domain"; do you</p> <p>15 see that, sir?</p> <p>16 A. Yes.</p> <p>17 94 Q. That means area represented;</p> <p>18 correct?</p> <p>19 A. It is a yes.</p> <p>20 95 Q. And then it states on this page:</p> <p>21 "All Seneca Citizens on Grand</p> <p>22 River Enrollment".</p> <p>23 Do you see that, sir?</p> <p>24 A. Yes, sir. Yes.</p> <p>25 96 Q. When it says "Grand River</p>	21
18	<p>1 Enrollment" on this and the other tabs, that means</p> <p>2 the Six Nations of the Grand River community;</p> <p>3 correct?</p> <p>4 A. Correct.</p> <p>5 97 Q. Okay. You can pull that down, Mr.</p> <p>6 Sheppard.</p> <p>7 I would like to pull up paragraph 11 of</p> <p>8 your first affidavit, sir.</p> <p>9 MR. GILBERT: The first, that is this</p> <p>10 one here. It is page 24 of the record?</p> <p>11 MR. SHAPIRO: Correct.</p> <p>12 MR. GILBERT: Okay.</p> <p>13 BY MR. SHAPIRO:</p> <p>14 98 Q. Paragraph 11 of your affidavit,</p> <p>15 sir, states that, quote:</p> <p>16 "The HCCC is empowered by the</p> <p>17 Haudenosaunee to advance the</p> <p>18 collective treaty rights and</p> <p>19 interests of the Haudenosaunee."</p> <p>20 A. Yes.</p> <p>21 99 Q. I am going out on a limb here, but</p> <p>22 I am going to guess your lawyer wrote that</p> <p>23 sentence; correct?</p> <p>24 A. Pardon?</p> <p>25 100 Q. Your lawyer wrote that sentence;</p>	20

<p style="text-align: right;">22</p> <p>1 affect their Bands?</p> <p>2 A. Oh, yeah, yes.</p> <p>3 106 Q. There are also Band Councils that</p> <p>4 demand the Crown consults with them about the</p> <p>5 rights of their Bands, right?</p> <p>6 A. I don't know. I don't believe so.</p> <p>7 107 Q. You know --</p> <p>8 A. They are the Crown.</p> <p>9 108 Q. You know that there are Bands that</p> <p>10 have spoken out about interests of their</p> <p>11 communities like clean drinking water, right?</p> <p>12 A. Right.</p> <p>13 109 Q. And you know that there are</p> <p>14 Elected Chiefs and Councils that have brought Court</p> <p>15 cases before, right?</p> <p>16 A. I don't know that.</p> <p>17 110 Q. Let's pull up paragraph 25 of your</p> <p>18 colleague Mr. Martin's affidavit, and you may not</p> <p>19 have that in front of you, so it may be easiest to</p> <p>20 screenshare that.</p> <p>21 MR. DUMIGAN: It is in that, Brian. I</p> <p>22 believe it is tab -- I do have it, hang on. Here.</p> <p>23 It is tab 1 or 2 in that.</p> <p>24 MR. GILBERT: What paragraph do you</p> <p>25 want?</p>	<p style="text-align: right;">24</p> <p>1 THE WITNESS: Well, they are not all</p> <p>2 Reserves. They are not all -- Ganieneh is not a</p> <p>3 Reserve. It is not a Territory. There are Mohawks</p> <p>4 there.</p> <p>5 BY MR. SHAPIRO:</p> <p>6 115 Q. You weren't asked a question about</p> <p>7 a Reserve, were you, sir?</p> <p>8 A. I believe so.</p> <p>9 MR. GILBERT: Just go back to your</p> <p>10 question, just to be helpful to the witness. What</p> <p>11 was your question?</p> <p>12 BY MR. SHAPIRO:</p> <p>13 116 Q. The question is that this is the</p> <p>14 chart listing 18 Haudenosaunee Territories with</p> <p>15 associated Bands/Tribes; correct?</p> <p>16 A. Correct.</p> <p>17 117 Q. Let's use the first row as an</p> <p>18 example of a Canadian Band, the Mohawks of</p> <p>19 Akwesasne. You would agree with me, sir, that this</p> <p>20 Band represents its own interests?</p> <p>21 A. Yes.</p> <p>22 118 Q. The HCCC does not speak for the</p> <p>23 Mohawks of Akwesasne Band?</p> <p>24 A. That's right.</p> <p>25 119 Q. And the same can be said for the</p>
<p style="text-align: right;">23</p> <p>1 BY MR. SHAPIRO:</p> <p>2 111 Q. 25, and the chart below it.</p> <p>3 Sir, we are looking at a chart that</p> <p>4 is --</p> <p>5 MR. GILBERT: Yeah, can you just hold</p> <p>6 one second. He'll read it.</p> <p>7 BY MR. SHAPIRO:</p> <p>8 112 Q. Sure.</p> <p>9 A. [Witness reviews document.]</p> <p>10 Okay. I understand this.</p> <p>11 113 Q. This is a chart listing 18</p> <p>12 Haudenosaunee Territories in the first column;</p> <p>13 correct?</p> <p>14 A. Yes. It says 13,182. That is the</p> <p>15 population.</p> <p>16 114 Q. I am look at the column on the</p> <p>17 left "Territory on Map", there are 18 Territories</p> <p>18 in that first column, and then in that third</p> <p>19 column, there are Bands/Tribes associated with</p> <p>20 those Territories. I am reading that right?</p> <p>21 MR. GILBERT: Just hold on a second.</p> <p>22 He is just checking.</p> <p>23 THE WITNESS: 18? Yeah.</p> <p>24 MR. GILBERT: I just said it is on the</p> <p>25 left. That is what you want to look and focus on.</p>	<p style="text-align: right;">25</p> <p>1 other Canadian Bands listed in this chart; correct?</p> <p>2 A. Correct.</p> <p>3 120 Q. If you scroll down to the next</p> <p>4 page, I would like to look at a U.S. tribe at</p> <p>5 number 8. You will see reference to the Saint</p> <p>6 Regis Mohawk Tribe; do you see that, sir?</p> <p>7 A. Yes.</p> <p>8 121 Q. You would agree with me that this</p> <p>9 Tribe represents its own interests?</p> <p>10 A. Yes.</p> <p>11 122 Q. And that the HCCC does not speak</p> <p>12 for it?</p> <p>13 A. No, it doesn't.</p> <p>14 123 Q. The same can also be said for the</p> <p>15 other U.S. Tribes listed in this chart; correct?</p> <p>16 A. Yes.</p> <p>17 124 Q. And back to a question I asked a</p> <p>18 moment ago. We touched upon the issue of Bands</p> <p>19 bringing litigation in their own name. You said</p> <p>20 you weren't aware of any, but you are aware of the</p> <p>21 current case in which you are being examined today,</p> <p>22 correct, where a Band has advanced a piece of</p> <p>23 litigation against the Crowns?</p> <p>24 A. Yes.</p> <p>25 125 Q. Okay. You can remove that from</p>

26	<p>1 the screen, Mr. Sheppard.</p> <p>2 Let's switch gears and talk about HDI.</p> <p>3 We covered earlier that it was formed in 2007. I</p> <p>4 understand it was formed by the HCCC; correct?</p> <p>5 A. That's correct.</p> <p>6 126 Q. You began personally working for</p> <p>7 HDI in 2007, right?</p> <p>8 A. Correct.</p> <p>9 127 Q. In paragraph 12 of your affidavit,</p> <p>10 you describe HDI as a, quote, "department" of the</p> <p>11 HCCC; correct?</p> <p>12 A. Yes, right.</p> <p>13 128 Q. HDI is not a corporation, right?</p> <p>14 A. That's right.</p> <p>15 129 Q. And if you look at paragraph 7 of</p> <p>16 your affidavit, your first affidavit, pardon me.</p> <p>17 MR. GILBERT: Hold on. We have to get</p> <p>18 back here.</p> <p>19 MR. SHAPIRO: No problem.</p> <p>20 MR. GILBERT: Okay.</p> <p>21 BY MR. SHAPIRO:</p> <p>22 130 Q. You will see, sir, at paragraph 7</p> <p>23 it states:</p> <p>24 "My role with the HDI is as a</p> <p>25 'Delegate' appointed by the HCCC."</p>	28
27	<p>1 Are you with me?</p> <p>2 A. Yes.</p> <p>3 131 Q. When you say "appointed" there,</p> <p>4 you mean appointed by the HCCC Chiefs; correct?</p> <p>5 A. Correct.</p> <p>6 132 Q. You were not elected to that</p> <p>7 position?</p> <p>8 A. That's correct.</p> <p>9 133 Q. You hold the role of Delegate</p> <p>10 today, right?</p> <p>11 A. Right.</p> <p>12 134 Q. And you have been a Delegate</p> <p>13 continuously since 2007?</p> <p>14 A. Correct.</p> <p>15 135 Q. About 16 years in a row?</p> <p>16 A. Yes.</p> <p>17 136 Q. There is only one other Delegate</p> <p>18 today who I understand is Aaron Detlor; correct?</p> <p>19 A. Correct.</p> <p>20 137 Q. He has also been a Delegate since</p> <p>21 the start, right?</p> <p>22 A. Correct.</p> <p>23 138 Q. Up to today; correct?</p> <p>24 A. Correct.</p> <p>25 139 Q. There was a third Delegate named</p>	29
	<p>1 Ron Thomas in the early years; correct?</p> <p>2 A. Correct.</p> <p>3 140 Q. He is no longer in the picture?</p> <p>4 A. No.</p> <p>5 141 Q. When did he exit the picture?</p> <p>6 A. When he died, maybe three years</p> <p>7 ago.</p> <p>8 142 Q. Sorry, I didn't catch you there.</p> <p>9 You said maybe three years ago?</p> <p>10 A. Yes.</p> <p>11 143 Q. Was Mr. Thomas a Delegate between</p> <p>12 2007 and his death?</p> <p>13 A. Yes.</p> <p>14 144 Q. Okay. You haven't provided a</p> <p>15 document setting out your appointment as HCCC's</p> <p>16 Delegate; correct?</p> <p>17 A. I don't understand what you mean</p> <p>18 by that.</p> <p>19 145 Q. You haven't provided a document,</p> <p>20 if it exists, setting out your being appointed as a</p> <p>21 Delegate; correct?</p> <p>22 A. No, that is not correct.</p> <p>23 146 Q. Can you point me to the document</p> <p>24 that appointed you as a Delegate?</p> <p>25 A. I can't.</p>	

<p>1 A. Yes. 2 156 Q. We'll get to that in a moment. 3 We heard from your colleague Mr. Saul 4 yesterday who gave evidence that you were paid a 5 monthly fee for your work; is that correct. 6 A. Correct. 7 157 Q. How much are you paid per month? 8 R/F MR. GILBERT: Don't answer the 9 question. It is not relevant. 10 BY MR. SHAPIRO: 11 158 Q. Who pays your monthly fee? 12 A. HDI. 13 159 Q. Who is the highest paid person at 14 HDI? 15 R/F MR. GILBERT: It doesn't matter. It is 16 not relevant. 17 BY MR. SHAPIRO: 18 160 Q. How much is the highest person 19 paid? 20 R/F MR. GILBERT: Refused, not relevant. 21 BY MR. SHAPIRO: 22 161 Q. Are you being compensated to be 23 here today, sir? 24 A. No, not over and above anything. 25 162 Q. It would be part of the monthly</p>	<p>30</p>	<p>1 Arnold Hill, Yogi Williams, and then we just had a 2 death in the next one, so we passed that one. And 3 then we have Toby Williams, Al Day, Aly Gibson, 4 Arnold Jacobs. That could be it, or close to it. 5 170 Q. Madam Reporter has come on the 6 screen because I expect she'll need some assistance 7 later with spellings. 8 A. Okay. 9 171 Q. We can circle back to that at the 10 break, if that works, Madam Reporter. 11 I was counting the names, sir, and by 12 my count, there were about 12 Chiefs that you 13 listed; does that sound about right? 14 A. Yes. 15 172 Q. Okay. In terms of HDI spending 16 money, is there any consultation done by you and 17 Mr. Detlor with Clan Mothers? 18 A. Yes. 19 173 Q. Which Clan Mothers? 20 A. Let me see, Gloria Thomas, Sharon 21 Williams, Eileen Jacobs, Mary Sandy, Carol Jacobs, 22 Bernice Williams oh, Amy Silversmith. I don't 23 think I could name any more at this point. 24 174 Q. Thank you. By my count, there are 25 about seven you just listed?</p>	<p>32</p>
<p>1 amount that you are already being paid? 2 A. Correct. 3 163 Q. Okay. Mr. Saul also gave evidence 4 yesterday to the effect that you and Mr. Detlor are 5 essentially in charge of deciding how HDI spends 6 its money; is that a fair statement? 7 A. Yes. 8 164 Q. And you decide how HDI spends its 9 money in consultation with the HCCC? 10 A. That's correct. 11 165 Q. Who approves HDI's spending of 12 money? 13 A. The Chiefs and Clan Mothers. 14 166 Q. Which Chiefs? 15 A. HCCC Chiefs. 16 167 Q. Which specific Chiefs? 17 A. The ones that sit in Council 18 today, I think. 19 168 Q. Are you able to give me the names 20 of those Chiefs that sit in Council today? 21 A. I could, yes. 22 169 Q. Please do. 23 A. Okay, Tekarihoken, Aienwata, 24 Gawenseeo, Eeskahe, I don't know the others, Steve 25 Maracle, Andrew Warner, Howard Elijah, Al Day,</p>	<p>31</p>	<p>1 A. It could be, yes. 2 175 Q. So let's take an example of HDI 3 spending its money. We understand that HDI has 4 bought a number of off-Reserve properties; correct? 5 A. Correct. 6 176 Q. One of those was a residential 7 condo in Toronto for about \$1.3 million; correct? 8 A. Correct. 9 177 Q. You and Mr. Detlor would have 10 approved that purchase; correct? 11 A. That's correct. 12 178 Q. In consultation with the HCCC 13 Chiefs that you listed; correct? 14 A. That's correct, yes. 15 179 Q. With the Clan Mothers' input or 16 no? 17 A. Yes. 18 180 Q. And it would have been the input 19 of those -- among those seven Clan Mothers we just 20 talked about? 21 A. Yes. 22 181 Q. As an HCCC Delegate, sir, you are 23 required to follow the HCCC's instructions; 24 correct? 25 A. Correct.</p>	<p>33</p>

<p style="text-align: right;">34</p> <p>1 182 Q. And that flows from your Terms of 2 Reference; correct? 3 A. Correct. 4 183 Q. Let's please pull that up, and it 5 is from Appendix B of your first affidavit. 6 A. Okay. 7 184 Q. We put it on the screen. Is this 8 the Terms of Reference you were referring to 9 earlier, sir? 10 A. Yes. 11 185 Q. It states it was "[...] adopted in 12 council April 7th, 2007"; correct? 13 A. Correct. 14 186 Q. And by "in council", that means by 15 Council of the HCCC? 16 A. Correct. 17 187 Q. Let's drop down under the heading 18 "Authority and Accountability". Are you with me? 19 A. Yes. 20 188 Q. It states: 21 "The committee is accountable 22 to the Confederacy Chiefs Council 23 and must make reports back on a 24 regular Basis." 25 Correct?</p>	<p style="text-align: right;">36</p> <p>1 gather the HDI cannot bind the HCCC; is that a fair 2 statement? 3 A. Yes. 4 195 Q. And that flows from these Terms of 5 Reference? 6 A. Yes. 7 196 Q. So it follows that the Confederacy 8 Council can disagree with HDI; correct? 9 A. Disagree? I don't know that -- 10 yes. 11 197 Q. So to recap then somewhat, you and 12 Mr. Detlor are in charge of HDI today as the two 13 Delegates of the HCCC; correct? 14 A. Correct. 15 198 Q. You have both been in charge since 16 2007; correct? 17 A. Correct. 18 199 Q. There hasn't been a posted job 19 opening for anyone else to lead HDI over the years; 20 correct? 21 A. Correct. 22 200 Q. Let's please pull up Mr. Detlor's 23 August 31st affidavit. 24 MR. GILBERT: All right. Hold on. 25 MR. SHAPIRO: No problem.</p>
<p style="text-align: right;">35</p> <p>1 A. Correct. 2 189 Q. References to "the committee" in 3 this document mean HDI, right? 4 A. Yes. 5 190 Q. Okay. And that statement was 6 accurate in 2007, right? 7 A. Yes. 8 191 Q. And it is still accurate today? 9 A. That's right. 10 192 Q. Let's drop down a little lower 11 where I'll read again: 12 "The committee has the 13 authority to make decisions that 14 pertains directly to the subject 15 matters; the committee will not 16 obligate the Confederacy Council to 17 anything as a result of their work. 18 The council will make final 19 decisions based on the best options 20 developed by the committee." 21 That was accurate in 2007; correct? 22 A. That's right. 23 193 Q. It is still accurate today, right? 24 A. Correct, yes. 25 194 Q. Under Haudenosaunee law then, I</p>	<p style="text-align: right;">37</p> <p>1 MR. GILBERT: We have got it. What 2 paragraph? 3 MR. SHAPIRO: Paragraph 23. 4 MR. GILBERT: 23? 5 MR. SHAPIRO: Yes. 6 MR. GILBERT: Yeah. 7 BY MR. SHAPIRO: 8 201 Q. I will just read it out for 9 everyone. It says: 10 "I am a 'Delegate' with HDI and 11 have held this title since its 12 formation. In this role - including 13 for this litigation - I take 14 instruction directly from the HCCC 15 in the interests of the 16 Haudenosaunee Confederacy and its 17 citizens." 18 Do you see that, sir? 19 MR. GILBERT: Hold on. 20 THE WITNESS: No. 21 MR. GILBERT: You are starting partway 22 through? 23 MR. SHAPIRO: I am starting the last 24 sentence of paragraph 23. 25 MR. GILBERT: Okay, it is right here.</p>

38	<p>1 THE WITNESS: Okay.</p> <p>2 MR. GILBERT: Just take a moment. He</p> <p>3 read it -- he was looking for where you are reading</p> <p>4 from, because it starts "In respect of this</p> <p>5 litigation [...]" but you are reading four lines</p> <p>6 down.</p> <p>7 THE WITNESS: [Witness reviews</p> <p>8 document.]</p> <p>9 Yes.</p> <p>10 BY MR. SHAPIRO:</p> <p>11 202 Q. That is an accurate statement;</p> <p>12 correct?</p> <p>13 A. Correct.</p> <p>14 203 Q. Do you similarly take instruction</p> <p>15 from the HCCC, or is that only Mr. Detlor?</p> <p>16 A. I also --</p> <p>17 204 Q. Take instruction?</p> <p>18 A. Yes.</p> <p>19 205 Q. You both are able to take</p> <p>20 instructions from the Council; correct?</p> <p>21 A. Yes.</p> <p>22 206 Q. And when the Council is providing</p> <p>23 you with instructions, you are hearing from either</p> <p>24 the Chiefs or Clan Mothers that you mentioned a few</p> <p>25 moments ago; correct?</p>	40
39	<p>1 A. No, it is not correct.</p> <p>2 207 Q. Who do you take instructions from?</p> <p>3 A. The Council.</p> <p>4 208 Q. By that, do you mean a specific</p> <p>5 person on the Council or the Council as a whole?</p> <p>6 A. The Council as a whole.</p> <p>7 209 Q. And let's just be a bit more</p> <p>8 precise. You mean the 12 Chiefs that you mentioned</p> <p>9 a few moment ago; correct?</p> <p>10 A. Well, yes.</p> <p>11 210 Q. And when those 12 Chiefs are</p> <p>12 giving you instructions, do they reduce that to</p> <p>13 writing on behalf of the Council, or is there a</p> <p>14 particular Chief with whom you communicate for</p> <p>15 instructions?</p> <p>16 A. There is no specific Chief.</p> <p>17 211 Q. So the Council of about 12</p> <p>18 provides you or Mr. Detlor with instructions;</p> <p>19 correct?</p> <p>20 A. Correct.</p> <p>21 212 Q. Including regarding this</p> <p>22 litigation; correct?</p> <p>23 A. Correct.</p> <p>24 213 Q. We can take that down, Mr.</p> <p>25 Sheppard.</p>	41
40	<p>1 Mr. Saul gave evidence yesterday, sir,</p> <p>2 about HDI's financial history going back to 2013.</p> <p>3 There is information in the record such as</p> <p>4 financial statements that pre-dates 2013. That was</p> <p>5 during the period when you were involved; correct?</p> <p>6 A. Yes.</p> <p>7 214 Q. I am hoping you can help identify</p> <p>8 it for me. I would like to pull up Exhibit L to</p> <p>9 the affidavit of Councillor Miller.</p> <p>10 MR. GILBERT: Can you hold on a minute.</p> <p>11 MR. SHAPIRO: No problem. We looked at</p> <p>12 these yesterday, Mr. Gilbert.</p> <p>13 MR. GILBERT: Yes, we have got a lot of</p> <p>14 volumes. Mr. Dumigan can only go so fast, but more</p> <p>15 helpful than -- okay, go ahead.</p> <p>16 BY MR. SHAPIRO:</p> <p>17 215 Q. If I can summarize, sir, what</p> <p>18 Councillor Miller did here was download the</p> <p>19 financial documents about the HDI posted to the</p> <p>20 HCCC website, and she attached them to her</p> <p>21 affidavit, so that should give you the context.</p> <p>22 If you look at the first page, just to</p> <p>23 give you an example, you see a financial statement</p> <p>24 for the August 2007 to 2009 period; do you see</p> <p>25 that?</p>	41
41	<p>1 A. Yes.</p> <p>2 216 Q. You have no reason to dispute the</p> <p>3 accuracy of any of the HDI financial records that</p> <p>4 were posted to the HCCC website; correct?</p> <p>5 MR. GILBERT: Well, hold on, that is a</p> <p>6 lot of information that you are asking him sitting</p> <p>7 here to comment on things posted on a website. He</p> <p>8 has to take time to look at it and use his best</p> <p>9 recollection.</p> <p>10 So do you want him to go through</p> <p>11 Exhibit L?</p> <p>12 MR. SHAPIRO: I would like him to</p> <p>13 answer --</p> <p>14 MR. GILBERT: Well, he can take a break</p> <p>15 and read it, but I am not going to have him jammed</p> <p>16 to just say look at one document of a series of a</p> <p>17 ton and say you have no reason to dispute anything</p> <p>18 in a bulk of documents. That is not fair to the</p> <p>19 witness.</p> <p>20 BY MR. SHAPIRO:</p> <p>21 217 Q. To the extent that the HDI was</p> <p>22 posting documents on the HCCC website, sir, as a</p> <p>23 general principle, you don't have any reason to</p> <p>24 disagree with those documents, do you?</p> <p>25 R/F MR. GILBERT: That is too broad a</p>	41

42	<p>1 question. I don't think that is fair. Anybody can</p> <p>2 be posting anything.</p> <p>3 BY MR. SHAPIRO:</p> <p>4 218 Q. Do you adopt your Counsel's answer</p> <p>5 that the HCCC can be posting anything?</p> <p>6 A. Pardon?</p> <p>7 219 Q. Do you adopt your --</p> <p>8 A. I don't understand.</p> <p>9 220 Q. I don't understand it either,</p> <p>10 so --</p> <p>11 A. I mean your question.</p> <p>12 221 Q. -- I am asking you to adopt his</p> <p>13 answer.</p> <p>14 There are financial records from 2007</p> <p>15 to 2013 posted on the HCCC website; correct?</p> <p>16 A. I don't know if it is correct or</p> <p>17 not.</p> <p>18 MR. GILBERT: Well, let's start with</p> <p>19 that, and he can take the time to read Exhibit L,</p> <p>20 but it is not fair to the witness. So I am</p> <p>21 instructing him to take the time to read as opposed</p> <p>22 to being jammed or you summarizing what I am</p> <p>23 saying. It is fairness to the witness is the</p> <p>24 principle here.</p> <p>25 BY MR. SHAPIRO:</p>	44	
43	<p>1 222 Q. This should not be contentious,</p> <p>2 and so if the witness wants to take this away and</p> <p>3 let us know in writing if he disagrees with</p> <p>4 anything that was posted on the website, I am happy</p> <p>5 to do it that way, but we have limited time today.</p> <p>6 The question is simple. You have no</p> <p>7 reason sitting here today, sir, to disagree with</p> <p>8 anything that was posted to the HCCC website;</p> <p>9 correct?</p> <p>10 U/A MR. GILBERT: Well, I will take that</p> <p>11 under advisement, and you can move on.</p> <p>12 BY MR. SHAPIRO:</p> <p>13 223 Q. I would like to pull up page 1211,</p> <p>14 please, of the record. I have a specific question.</p> <p>15 This is from the April 2011 to March</p> <p>16 2012 financial statement of the HDI as posted on</p> <p>17 the HCCC website. Do you see that, sir?</p> <p>18 A. Yes.</p> <p>19 224 Q. There is a notation in the top</p> <p>20 left corner associated with June 14th, 2011, that</p> <p>21 states:</p> <p>22 "Transfer/HCCC.</p> <p>23 Re: Legal Btfd."</p> <p>24 Do you see that?</p> <p>25 MR. GILBERT: I don't think he has it.</p>	<p>1 THE WITNESS: No.</p> <p>2 BY MR. SHAPIRO:</p> <p>3 225 Q. The top left of this page, next to</p> <p>4 the date June 14th --</p> <p>5 A. Okay.</p> <p>6 226 Q. Do you see that, sir?</p> <p>7 A. Yes.</p> <p>8 227 Q. This is an entry on the financial</p> <p>9 statements relating to the HCCC participating in</p> <p>10 litigation in Brantford; correct?</p> <p>11 A. I don't know.</p> <p>12 228 Q. Who would know?</p> <p>13 A. I guess we would have to find out</p> <p>14 who produced the statement.</p> <p>15 229 Q. It is produced by the HDI on the</p> <p>16 top left, based on what I can tell.</p> <p>17 MR. GILBERT: Well, that is your</p> <p>18 summary.</p> <p>19 THE WITNESS: I don't --</p> <p>20 MR. GILBERT: As I said, it is a bulk</p> <p>21 of documents that were posted, it looks to me, 12</p> <p>22 years ago.</p> <p>23 BY MR. SHAPIRO:</p> <p>24 230 Q. That's right, and since Mr. Saul</p> <p>25 couldn't give evidence about this period, I am</p>	45

<p style="text-align: right;">46</p> <p>1 Yes, okay, go ahead.</p> <p>2 BY MR. SHAPIRO:</p> <p>3 234 Q. I understand from what Mr. Detlor</p> <p>4 is saying here that HDI says it was delegated</p> <p>5 authority by the HCCC to bring this motion; is that</p> <p>6 right?</p> <p>7 MR. GILBERT: You are referring to</p> <p>8 paragraph 23?</p> <p>9 BY MR. SHAPIRO:</p> <p>10 235 Q. Correct.</p> <p>11 A. Yes.</p> <p>12 236 Q. I take that to mean to that the</p> <p>13 HCCC is not bringing the motion on its own behalf;</p> <p>14 correct?</p> <p>15 A. Correct.</p> <p>16 237 Q. It is not doing the motion</p> <p>17 directly; correct?</p> <p>18 A. Correct.</p> <p>19 238 Q. Let's pull up now paragraph 24 of</p> <p>20 your first affidavit, please.</p> <p>21 A. That's correct.</p> <p>22 239 Q. And it states that there was a</p> <p>23 meeting of the HCCC on April 2, 2022, and:</p> <p>24 "At this meeting" you say, "the</p> <p>25 HCCC resolved to authorize HDI to</p>	<p style="text-align: right;">48</p> <p>1 245 Q. Since you haven't provided us a</p> <p>2 copy, will you do so now?</p> <p>3 U/A MR. GILBERT: We'll take it under</p> <p>4 advisement.</p> <p>5 MR. SHAPIRO: And just so we are clear</p> <p>6 on under advisements, Counsel, on crosses I treat</p> <p>7 those as refusals.</p> <p>8 MR. GILBERT: Well, you can treat it</p> <p>9 how you want. If we answer the question, it won't</p> <p>10 be a refusal.</p> <p>11 BY MR. SHAPIRO:</p> <p>12 246 Q. Sir, about the April 2 meeting, no</p> <p>13 details of notice of that meeting have been</p> <p>14 provided; correct?</p> <p>15 A. What does that mean?</p> <p>16 247 Q. No details of notice of that</p> <p>17 meeting have been provided in the materials before</p> <p>18 us; correct?</p> <p>19 A. I don't know what kind of -- what</p> <p>20 a notice is.</p> <p>21 248 Q. You learned that the meeting was</p> <p>22 going to take place somehow; correct?</p> <p>23 A. Yes, yes.</p> <p>24 249 Q. Perhaps by email?</p> <p>25 A. No, it is a standing date.</p>
<p style="text-align: right;">47</p> <p>1 intervene in this litigation [...].</p> <p>2 Correct?</p> <p>3 A. Correct.</p> <p>4 240 Q. You'll agree with me that your</p> <p>5 materials do not include a resolution from the HCCC</p> <p>6 to this effect; correct?</p> <p>7 A. It does. No, it does. There is a</p> <p>8 letter from the Secretary of the Council.</p> <p>9 241 Q. We'll get to the letter. You'll</p> <p>10 agree with me that the letter is different from a</p> <p>11 resolution; correct?</p> <p>12 A. The letter is the resolution.</p> <p>13 242 Q. If I read your affidavit, it</p> <p>14 doesn't say that, does it, sir?</p> <p>15 A. So can you repeat the question?</p> <p>16 243 Q. Other than the letter from</p> <p>17 Secretary Hill, which we will discuss in a moment,</p> <p>18 there isn't a separate resolution of the HCCC</p> <p>19 authorizing HDI to participate in this litigation;</p> <p>20 correct?</p> <p>21 A. No, there is. That is not</p> <p>22 correct.</p> <p>23 244 Q. Well, if there was, you would have</p> <p>24 provided a copy of it, would you not have?</p> <p>25 A. Yes, yes.</p>	<p style="text-align: right;">49</p> <p>1 250 Q. And when you say "standing date",</p> <p>2 do you mean a standing calendar appointment for</p> <p>3 certain people?</p> <p>4 A. No, the Council sits the first</p> <p>5 Saturday of every month.</p> <p>6 251 Q. No details of the Council's</p> <p>7 meeting of April 2, 2022, have been provided in the</p> <p>8 materials; correct?</p> <p>9 A. Correct.</p> <p>10 252 Q. No agenda from that meeting has</p> <p>11 been provided; correct?</p> <p>12 A. Correct.</p> <p>13 253 Q. No minutes or records of that</p> <p>14 meeting have been provided; correct?</p> <p>15 A. Correct.</p> <p>16 254 Q. No notice of that meeting was</p> <p>17 given to any Haudenosaunee Confederacy citizens</p> <p>18 other than the Chiefs; correct?</p> <p>19 A. No, I said there is no notice that</p> <p>20 happens to anybody. It is a standing meeting date,</p> <p>21 and everybody knows that that's what it is. And if</p> <p>22 you want to know what is going on there, you have</p> <p>23 to be there.</p> <p>24 255 Q. No record of any discussions with</p> <p>25 the Clan Mothers about this meeting have been</p>

50	<p>1 provided; correct?</p> <p>2 A. There is no such thing.</p> <p>3 256 Q. No such thing for discussions with</p> <p>4 the Clans either; correct?</p> <p>5 A. Well, I don't know about that.</p> <p>6 257 Q. No record of any discussions with</p> <p>7 the Clans regarding this meeting have been</p> <p>8 provided, though; correct?</p> <p>9 A. There is no such -- there is no</p> <p>10 such animal. You don't get these kinds of -- you</p> <p>11 are talking about a corporate kind of an agenda</p> <p>12 that they don't operate under that. There is no</p> <p>13 records of you had a meeting with them and this is</p> <p>14 who said this. We are still an oral tradition.</p> <p>15 258 Q. Let's pull up your second</p> <p>16 affidavit, please, at paragraph 5.</p> <p>17 MR. GILBERT: Hold on, that is not it.</p> <p>18 That is a notice.</p> <p>19 MR. SHAPIRO: I didn't catch that,</p> <p>20 Counsel.</p> <p>21 MR. GILBERT: I said, Hold on, that is</p> <p>22 not it. That is a notice.</p> <p>23 MR. SHAPIRO: I heard you loud and</p> <p>24 clear that time.</p> <p>25 MR. GILBERT: What paragraph do you</p>	52	<p>1 for the chiefs committee to work</p> <p>2 closely with Aaron [...] and legal</p> <p>3 team. Also, for information to be</p> <p>4 shared with Chiefs and Clanmothers</p> <p>5 on the email chain, to keep everyone</p> <p>6 updated. Firekeepers added Cleve T.</p> <p>7 and Yogi W. to the Chiefs</p> <p>8 Negotiations Committee."</p> <p>9 Correct?</p> <p>10 A. Correct.</p> <p>11 261 Q. And if you pull up Exhibit A of</p> <p>12 that affidavit, this is the letter you were</p> <p>13 referring to a few moments ago from HCCC Council</p> <p>14 Secretary Leroy Hill; correct?</p> <p>15 A. Correct.</p> <p>16 262 Q. And looking at the letter, which</p> <p>17 is now also on the page, I am going to read out the</p> <p>18 "Decision", the paragraph:</p> <p>19 "Council agreed for H.D.I. to</p> <p>20 intervene and for Aaron Detlor to</p> <p>21 coordinate our fight. Also, for the</p> <p>22 Chiefs Committee to work closely</p> <p>23 with Aaron and the legal team.</p> <p>24 Also, for information to be shared</p> <p>25 with Chiefs and Clanmothers on the</p>
51	<p>1 want?</p> <p>2 MR. SHAPIRO: 5.</p> <p>3 MR. GILBERT: 5 of the second</p> <p>4 affidavit; is that right?</p> <p>5 MR. SHAPIRO: Correct.</p> <p>6 MR. GILBERT: Okay.</p> <p>7 BY MR. SHAPIRO:</p> <p>8 259 Q. And I will just read it out. It</p> <p>9 says:</p> <p>10 "Attached as Exhibit 'A' is a</p> <p>11 letter from Hohahes, Leroy Hill,</p> <p>12 Secretary of the HCCC, dated July 4,</p> <p>13 2022, and confirming the appointment</p> <p>14 of HDI on April 2, 2022 at a duly</p> <p>15 convened meeting of the HCCC."</p> <p>16 Do you see that, sir?</p> <p>17 A. Yes.</p> <p>18 260 Q. And then it goes on to say:</p> <p>19 "As set out in Mr. Hill's</p> <p>20 letter, the decision of the HCCC was</p> <p>21 as follows:"</p> <p>22 And I am going to quote it out:</p> <p>23 "Decision - All sides agreed</p> <p>24 for HDI to intervene and for Aaron</p> <p>25 [...] to coordinate our fight. And</p>	53	<p>1 email chain, to keep everyone</p> <p>2 updated."</p> <p>3 Are you still with me, sir?</p> <p>4 A. Yes.</p> <p>5 263 Q. This mentions "Chiefs and</p> <p>6 Clanmothers on the email chain"; correct?</p> <p>7 A. Yes.</p> <p>8 264 Q. That email chain hasn't been</p> <p>9 provided with your affidavit; correct?</p> <p>10 A. Correct.</p> <p>11 265 Q. Nor have any of the other HDI</p> <p>12 witnesses provided it; correct?</p> <p>13 A. I don't know.</p> <p>14 266 Q. You'll take my word for it that</p> <p>15 there are no email chains involving the individuals</p> <p>16 listed?</p> <p>17 A. Okay.</p> <p>18 MR. GILBERT: I don't think we produced</p> <p>19 any.</p> <p>20 BY MR. SHAPIRO:</p> <p>21 267 Q. When you compare the wording of</p> <p>22 the decision in the letter that we are looking</p> <p>23 at --</p> <p>24 A. Yes.</p> <p>25 268 Q. -- and the wording from your</p>

<p>54</p> <p>1 affidavit, I noticed a difference, and if you flip</p> <p>2 back to your affidavit, you will see there is an</p> <p>3 added line at the end of paragraph 5 in the</p> <p>4 indented text where it says:</p> <p>5 "Firekeepers added Cleve T.</p> <p>6 and Yogi W. to the Chiefs</p> <p>7 Negotiation Committee."</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 269 Q. Where does that text come from?</p> <p>11 U/A MR. GILBERT: That is the under</p> <p>12 advisement. There is a privileged document and</p> <p>13 that is the issue as to whether we are going to</p> <p>14 produce that, and that is how there is a</p> <p>15 difference.</p> <p>16 So --</p> <p>17 MR. SHAPIRO: You haven't raised a</p> <p>18 privilege issue before, Counsel. What do you mean?</p> <p>19 MR. GILBERT: What do mean I haven't</p> <p>20 raised -- I am raising it now. What do you mean</p> <p>21 raised a privilege issue? You asked a question,</p> <p>22 and there is a document which has privileged</p> <p>23 information in it, and that is why there is a</p> <p>24 difference.</p> <p>25 So it is under advisement because I</p>	<p>56</p> <p>1 decision of the Council. Mr. Dumigan can address</p> <p>2 it. He is knee-deep in it.</p> <p>3 MR. SHAPIRO: I am not examining</p> <p>4 Mr. Dumigan here today. I am trying to inquire --</p> <p>5 MR. GILBERT: Well, you just asked me a</p> <p>6 question, What was the nature of the document?</p> <p>7 That was the question posed to me. I am trying to</p> <p>8 be helpful. Or you can stop, and I can talk to</p> <p>9 Mr. Dumigan offline instead of spending time on</p> <p>10 your transcript.</p> <p>11 BY MR. SHAPIRO:</p> <p>12 270 Q. We are going to carry on, and I</p> <p>13 will await word from you about the under</p> <p>14 advisement. But to be clear, the question is where</p> <p>15 does that text come from and, to the extent there</p> <p>16 is a separate document with that text which is in</p> <p>17 the witness's affidavit, the request is to produce</p> <p>18 a copy of it.</p> <p>19 MR. GILBERT: Yes, understood.</p> <p>20 Mr. Dumigan, do you want to clarify if I have</p> <p>21 misstated anything?</p> <p>22 U/A MR. DUMIGAN: No. Mr. Shapiro, the</p> <p>23 separate document is a letter. I believe it is</p> <p>24 dated June 16th. It has privileged information in</p> <p>25 it, and we'll take it under advisement as to</p>
<p>55</p> <p>1 have got to sort out that question, are we going to</p> <p>2 produce it, how are we going to produce it, and,</p> <p>3 you know, it is privileged. We waive the privilege</p> <p>4 by giving it to you. Those are fundamental</p> <p>5 questions which, Counsel, we have got to sort out</p> <p>6 on our own, or I can take a break now and sort it</p> <p>7 out, but I think you would rather use your time,</p> <p>8 and I will try to sort out that issue.</p> <p>9 MR. SHAPIRO: What document do you</p> <p>10 mean, Counsel?</p> <p>11 MR. GILBERT: I mean the notion of a</p> <p>12 separate document recording the decision of the</p> <p>13 Council.</p> <p>14 MR. SHAPIRO: The witness's evidence, I</p> <p>15 thought, was that there was no separate document,</p> <p>16 so are you saying that there is?</p> <p>17 MR. GILBERT: There is a separate</p> <p>18 document that I am aware of, and I have to get to</p> <p>19 the bottom of that with our team. There was notice</p> <p>20 there is a difference, and it is a document which</p> <p>21 has privileged information on it, so --</p> <p>22 MR. SHAPIRO: Without getting into any</p> <p>23 privileged information, what is the nature of that</p> <p>24 document?</p> <p>25 MR. GILBERT: It just records the</p>	<p>57</p> <p>1 whether we produce it and in what form, with</p> <p>2 redactions or whatever is necessary.</p> <p>3 MR. SHAPIRO: To be clear, I am</p> <p>4 requesting the complete unredacted document.</p> <p>5 MR. DUMIGAN: That is fine.</p> <p>6 MR. GILBERT: By "that is fine" --</p> <p>7 U/A MR. DUMIGAN: That is not an</p> <p>8 undertaking, sorry. That is an under advisement,</p> <p>9 yes.</p> <p>10 BY MR. SHAPIRO:</p> <p>11 271 Q. We can pull that off the screen,</p> <p>12 Mr. Sheppard.</p> <p>13 So stepping back, sir, HCCC has</p> <p>14 delegated authority to HDI to bring the Court</p> <p>15 motion. It is not bringing the motion itself;</p> <p>16 correct?</p> <p>17 A. I don't know if that is correct.</p> <p>18 272 Q. The moving party here is HDI;</p> <p>19 correct?</p> <p>20 A. Okay.</p> <p>21 273 Q. The HCCC, you said earlier, was</p> <p>22 not bringing the motion directly, but has delegated</p> <p>23 that authority to HDI; do I have that have right?</p> <p>24 A. That's correct.</p> <p>25 274 Q. And the reason the HCCC has set</p>

58	<p>1 things up this way is because it does not</p> <p>2 acknowledge that Canadian Courts have jurisdiction</p> <p>3 over it; correct?</p> <p>4 A. Yes.</p> <p>5 275 Q. And there are a number of</p> <p>6 documents in the record that confirm that, and I</p> <p>7 wanted to go through a few of those with you.</p> <p>8 The first is from Exhibit K in the</p> <p>9 Plaintiff's record, if we could pull that up,</p> <p>10 please.</p> <p>11 MR. GILBERT: The Plaintiff's record,</p> <p>12 Exhibit K to what?</p> <p>13 BY MR. SHAPIRO:</p> <p>14 276 Q. It is Exhibit K to the affidavit</p> <p>15 of Chief Mark Hill, and it is the attached --</p> <p>16 pardon me, the screenshared report on the screen</p> <p>17 right now, page 245 of the record. Let me know</p> <p>18 when you are with me.</p> <p>19 MR. GILBERT: We have the document.</p> <p>20 BY MR. SHAPIRO:</p> <p>21 277 Q. You recognize this document, sir?</p> <p>22 And for the group's benefit, it is stated to be</p> <p>23 "HDI Report to Council - REVISED" and bears a March</p> <p>24 24, 2018 date.</p> <p>25 A. Okay.</p>	60
59	<p>1 278 Q. I would like to take you to the</p> <p>2 last sentence on the first page, it is the bottom</p> <p>3 of 245, and I am just going to read it out:</p> <p>4 "The HCCC and its citizens will</p> <p>5 not participate formally in any</p> <p>6 legal proceedings any municipality</p> <p>7 attempts to initiate to dispossess</p> <p>8 the Haudenosaunee of its land but</p> <p>9 that participation will only take</p> <p>10 the form of providing information as</p> <p>11 a friend of the court as Canadian</p> <p>12 courts do not have jurisdiction over</p> <p>13 the HCCC and/or its citizens."</p> <p>14 That was an accurate statement when it</p> <p>15 was written; correct, sir?</p> <p>16 A. Yes.</p> <p>17 279 Q. It is still accurate today;</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 280 Q. Let's go to page 253 of that same</p> <p>21 record, please. This is a letter from your current</p> <p>22 lawyers, Gilbert's, to the other parties in this</p> <p>23 action, and it is dated August 9th, 2022.</p> <p>24 You have seen this letter before;</p> <p>25 correct, sir?</p>	61
	<p>1 MR. GILBERT: Hold on. Hold on. Hold</p> <p>2 on. You are up to 253. I am just going to back to</p> <p>3 the cover at 251.</p> <p>4 Okay.</p> <p>5 BY MR. SHAPIRO:</p> <p>6 281 Q. The question was, you have seen</p> <p>7 this letter of your lawyers before; correct, sir?</p> <p>8 A. Yes.</p> <p>9 282 Q. It was sent with your approval,</p> <p>10 since you are the instructing client?</p> <p>11 A. Yes.</p> <p>12 283 Q. If I go to page 253 of the record,</p> <p>13 page 3 of the letter, in the first paragraph after</p> <p>14 the bullets end, I'll just read it out:</p> <p>15 "As for the plaintiff's</p> <p>16 question about whether the</p> <p>17 Confederacy Chiefs' position that</p> <p>18 Canadian Courts do not have</p> <p>19 jurisdiction over them or the</p> <p>20 Haudenosaunee Confederacy has</p> <p>21 changed, the answer is no."</p> <p>22 That is an accurate statement; correct?</p> <p>23 A. Yes.</p> <p>24 284 Q. Let's switch to Mr. Detlor's</p> <p>25 second affidavit, please, at Exhibit A.</p>	

<p style="text-align: right;">62</p> <p>1 "On April 2, 2022, this Council 2 directed HDI to intervene in the 3 litigation at a duly convened 4 Council. This decision is seen as 5 the best option to ensure the voice 6 of this Council was entered into the 7 record and that we would be heard, 8 without atoning to the jurisdiction 9 of the court." 10 Do you see that? 11 A. Yes. 12 290 Q. By that, Secretary Hill means the 13 HCCC does not wish to be subject to the 14 jurisdiction of the Court; correct? 15 A. Yes. 16 291 Q. And if you pull up page 7 of the 17 same record in the same affidavit, at Exhibit B 18 there is a similar letter from HCCC Secretary Leroy 19 Hill of the same date? 20 A. Yes. 21 292 Q. I am not going to venture to 22 pronounce the recipient's name, for fear of 23 misstating it. Can you help me with the 24 pronunciation, sir? 25 A. On'yata aska Lotlyanesha. That is</p>	<p style="text-align: right;">64</p> <p>1 A. Right. 2 300 Q. And the HCCC could ignore what the 3 Court decides? 4 A. Yes. 5 301 Q. The Chiefs could ignore the Court; 6 correct? 7 A. Yes. 8 302 Q. The Clan Mothers could also ignore 9 the Court; correct? 10 A. HCCC is the Clan Mothers and the 11 Chiefs. There is no separation between a Chief and 12 a Clan Mother. This is International Women's Day. 13 Our women had it long before any other women around 14 the continent. 15 303 Q. I am looking at the clock and 16 wondering if this might be an appropriate time for 17 a quick ten-minute morning break. Does that work 18 with you, sir, and Mr. Gilbert? 19 MR. GILBERT: Yes. 20 THE WITNESS: Yes. 21 MR. GILBERT: And you can repeat the 22 advice that -- or I'll say it. Mr. Doolittle, you 23 are not to speak to anyone about the evidence 24 during the break. You are under cross-examination. 25 THE WITNESS: Okay.</p>
<p style="text-align: right;">63</p> <p>1 Oneida. 2 293 Q. Thank you. The English word is 3 the Oneida Council of Chiefs, right? 4 A. Yes. 5 294 Q. And we see four paragraphs down 6 with the paragraph starting "On April 2, 2022 7 [...]", the same paragraph we looked at in the 8 prior letter to the Mohawk Nation Council of 9 Chiefs; correct? 10 A. Correct. 11 295 Q. And that is also an accurate 12 statement; correct? 13 A. Yes. 14 296 Q. So if HDI becomes a party to the 15 litigation, it would be subject to the Canadian 16 Courts; correct? 17 A. HDI? 18 297 Q. Yes. 19 A. Yes. 20 298 Q. But because HDI is a step removed 21 from the HCCC, the HCCC would not be subject to the 22 Courts; correct? 23 A. Correct. 24 299 Q. The HCCC wouldn't be bound by the 25 Court's decision, right?</p>	<p style="text-align: right;">65</p> <p>1 MR. SHAPIRO: Let's come back then at 5 2 after 11:00. 3 THE WITNESS: Fine. 4 MR. GILBERT: Yes. 5 THE WITNESS: Thank you. 6 -- RECESSED AT 10:53 A.M. 7 -- RESUMED AT 11:05 A.M. 8 BY MR. SHAPIRO: 9 304 Q. Mr. Doolittle, before the break, 10 we were talking about women in the community, and I 11 wanted to pull up a letter that was sent by a 12 senior woman in the community named Helen Miller to 13 HDI last week. I am putting it up on the screen. 14 And your Counsel should have copies of this. 15 You are aware of this letter, sir? 16 A. I am. 17 305 Q. You have seen this document 18 before? 19 A. Not this document. I saw an email 20 that was sent to HDI. 21 306 Q. Right, with the letter that we are 22 looking at on the screen with the -- 23 A. Pretty much. 24 307 Q. -- February 27th date? 25 A. Pretty much the same.</p>

66	<p>1 308 Q. Right. And if we scroll up in</p> <p>2 this PDF, Mr. Sheppard, you are also aware, sir,</p> <p>3 that your Counsel sent a response to Helen Miller</p> <p>4 by email yesterday?</p> <p>5 A. Yes.</p> <p>6 309 Q. You have seen the attached</p> <p>7 response?</p> <p>8 A. This one?</p> <p>9 310 Q. Yes.</p> <p>10 A. Yes.</p> <p>11 MR. SHAPIRO: Let's mark this, please,</p> <p>12 as Exhibit 2.</p> <p>13 EXHIBIT NO. 2: Letter from Helen</p> <p>14 Miller to the Haudenosaunee Development</p> <p>15 Institute dated February 27, 2023.</p> <p>16 BY MR. SHAPIRO:</p> <p>17 311 Q. We can take it down, Mr. Sheppard.</p> <p>18 Sir, you are aware from the materials</p> <p>19 that your lawyers and others have delivered that</p> <p>20 some people and some groups have pushed back</p> <p>21 against HDI wanting to become involved in this</p> <p>22 case; correct?</p> <p>23 A. Yes.</p> <p>24 312 Q. Your lawyers have delivered a</p> <p>25 number of what I will call complaint or objection</p>	68	<p>1 Haudenosaunee Development Institute</p> <p>2 and the Haudenosaunee Confederacy</p> <p>3 Chiefs Council inclusive of Chiefs</p> <p>4 and Clanmothers, do not have a legal</p> <p>5 interest or right to represent the</p> <p>6 Haldimand Proclamation interests or</p> <p>7 the Heirs, the Haldimand rights are</p> <p>8 non-indigenous hereditary provision</p> <p>9 to the Mohawk Posterity which I will</p> <p>10 explain in short order."</p> <p>11 Do you see that, sir?</p> <p>12 A. Yes.</p> <p>13 316 Q. You would agree that this</p> <p>14 individual opposes HDI trying to represent it in</p> <p>15 this Court case; correct?</p> <p>16 A. I am not sure.</p> <p>17 317 Q. Okay.</p> <p>18 A. He is making a -- we are not -- we</p> <p>19 haven't pushed any litigation.</p> <p>20 318 Q. The "Re" line of the document is</p> <p>21 headed "Forced Representation of So Called</p> <p>22 Haudenosaunee". You don't think he is objecting to</p> <p>23 what you are trying to do based on that?</p> <p>24 A. Well, it says that -- it says:</p> <p>25 "It is our position that the</p>
67	<p>1 letters about what HDI is trying to do; correct?</p> <p>2 A. Correct.</p> <p>3 313 Q. I would like to go through a few</p> <p>4 of those right now to get your information about</p> <p>5 them. The first is a letter from Benjamin</p> <p>6 Doolittle dated September 24th, and Mr. Sheppard</p> <p>7 can pull that up. It is from HDI's third</p> <p>8 supplementary motion record, page 48.</p> <p>9 MR. GILBERT: Hold on just a second.</p> <p>10 It looks quite small on our screen. That is why we</p> <p>11 take the time to get the hard copy, basically so we</p> <p>12 can look at it.</p> <p>13 BY MR. SHAPIRO:</p> <p>14 314 Q. No problem.</p> <p>15 So, sir, we are looking at a letter</p> <p>16 from a person identifying themselves as:</p> <p>17 "[...] Secretary-General</p> <p>18 Benjamin Doolittle [...], for the</p> <p>19 Mohawk Nation of Grand River</p> <p>20 Country, DBA Mohawk University."</p> <p>21 Do you see that, sir?</p> <p>22 A. I see it.</p> <p>23 315 Q. And we see in the second</p> <p>24 paragraph, I am just going to read it out:</p> <p>25 "It is our position that the</p>	69	<p>1 Haudenosaunee [...], inclusive of</p> <p>2 Chiefs [...], do not have a legal</p> <p>3 interest or right to represent the</p> <p>4 Haldimand Proclamation interests or</p> <p>5 the Heirs, the Haldimand rights are</p> <p>6 non-indigenous hereditary [...]",</p> <p>7 bla, bla, bla.</p> <p>8 I think he is saying the Band Council.</p> <p>9 319 Q. You'll agree with me that it</p> <p>10 doesn't reference the Band Council; correct?</p> <p>11 A. It is pretty broad who he is</p> <p>12 talking about.</p> <p>13 320 Q. You'll agree with me that it</p> <p>14 doesn't reference the Band Council; correct?</p> <p>15 A. That's right, correct.</p> <p>16 321 Q. Let's go to another letter at page</p> <p>17 59 of that same record from a person identified as</p> <p>18 [REDACTED].</p> <p>19 A. Yes.</p> <p>20 322 Q. You have seen this before, sir?</p> <p>21 A. [Witness reviews document.]</p> <p>22 Yes.</p> <p>23 323 Q. If we scroll down to the second</p> <p>24 page, in the large paragraph in the middle, I'll</p> <p>25 just read from it:</p>

<p>1 "I am writing this email today 2 as I wish to express my concerns 3 upon learning that the Haudenosaunee 4 Development Institute is trying to 5 claim that they are the voice for 6 all Haudenosaunee people and 7 communities. This is not true." 8 And the paragraph continues. 9 The next paragraph: 10 "I do not believe that HDI has 11 any stake in the current litigation. 12 I do believe that the Haudenosaunee 13 Chiefs and Clan Mothers are entitled 14 to be a part of the litigation 15 proceedings however, this is 16 something that would need to come 17 directly from them aka the 18 Haudenosaunee Confederacy Council 19 and not HDI." 20 You'll agree with me that the author of 21 this letter is objecting to what HDI is trying to 22 do here; correct? 23 A. Well, she is objecting to the 24 Confederacy Council or HDI, I guess. 25 324 Q. Exactly.</p>	70	<p>1 "Confederacy Treaty Indian", we don't call 2 ourselves "Indian". 3 [Court Reporter intervenes for 4 clarification.] 5 Yeah, I'm sorry, I had my back to you 6 reading. 7 Yeah, it is hard to tell who they are 8 talking about and even how they describe 9 themselves, so... 10 330 Q. Fair to say that the heading 11 "Objection Letter" means what it says? 12 MR. GILBERT: I just pointed to the 13 heading that you -- the one in question. There is 14 a lot of information on the document. 15 BY MR. SHAPIRO: 16 331 Q. I saw that. Thank you. 17 A. I don't know what they are 18 objecting to. 19 332 Q. If you look halfway down the page, 20 it states: 21 "The people have not consented 22 to such a request." 23 You would agree with me that HDI did 24 not ask the Men's Fire of the Six Nations Grand 25 River Territory for their consent to act on their</p>	72
<p>1 A. And all the Clan Mothers, yes. 2 325 Q. Okay. Let's move on to page 80 of 3 that record, please. This is a document titled 4 "Objection Letter to HDI' Court Motion" from -- the 5 English name is the Men's Fire of the Grand River 6 (Territory); do you see that, sir? It is addressed 7 to Gilbert's and to Blakes? 8 A. Okay, yeah. 9 326 Q. You have seen this before? 10 A. No. 11 327 Q. Take a moment to read it then. 12 A. Yeah. 13 328 Q. You would agree with me that this 14 is a letter from the Men's Fire objecting to HDI's 15 request in this motion; correct? 16 A. I don't know. 17 329 Q. It states -- 18 A. It says: 19 "[...] HDI to be named the 20 official Land negotiator or Stewarts 21 of the All-Land Claim issues within 22 [...]" 23 That is not us. We don't intend to do 24 that. We don't do land claims. 25 "[...] wish to convey our [...]" --</p>	71	<p>1 behalf; correct? 2 A. That is true. 3 333 Q. Let's go to another letter at page 4 83 of the same record, please, this one dated 5 October 24, 2022, from the Mohawk Nation Council of 6 Chiefs; do you see that, sir? 7 A. Yes. 8 334 Q. You have seen this letter before? 9 A. Yes. 10 335 Q. I am going to read the third 11 paragraph: 12 "The Haudenosaunee Development 13 Institute was created by the 14 Haudenosaunee Council of Chiefs at 15 the Grand River to deal with the 16 environmental, archaeological and 17 social effects of third party 18 development in the original Grand 19 River Territory. If it is to 20 represent the Mohawk Nation Council 21 of Chiefs, it requires our explicit 22 consent." 23 Do you see that, sir? 24 A. Yes. 25 336 Q. HDI did not request consent to act</p>	73

74	<p>1 for it in this litigation; correct?</p> <p>2 A. No, it didn't.</p> <p>3 337 Q. And no such consent was received;</p> <p>4 correct?</p> <p>5 A. They never asked for it.</p> <p>6 338 Q. Thank you.</p> <p>7 A. This letter --</p> <p>8 339 Q. No, that was question, sir.</p> <p>9 MR. GILBERT: He was attempting to</p> <p>10 answer the question. Let him finish.</p> <p>11 MR. SHAPIRO: He did, thanks.</p> <p>12 MR. GILBERT: Hold on. Just let the</p> <p>13 witness say what he was in the middle of saying.</p> <p>14 THE WITNESS: This Mohawk Council is</p> <p>15 part of the Confederacy Council, and they had</p> <p>16 members at the Council meeting when this was all</p> <p>17 decided. And there was actually one of their</p> <p>18 Chiefs that sat on the committee. And it is the</p> <p>19 same thing with that Oneida bunch.</p> <p>20 BY MR. SHAPIRO:</p> <p>21 340 Q. According to this letter, they</p> <p>22 dispute that, sir. Wouldn't you agree?</p> <p>23 A. No, I don't agree. It said it was</p> <p>24 "created by the Haudenosaunee Council of Chiefs at</p> <p>25 the Grand River to deal with [...]", bla, bla, bla.</p>	76
75	<p>1 341 Q. The last --</p> <p>2 A. They sit on the same Council.</p> <p>3 They sit on the same Council. They are the -- they</p> <p>4 are part of the Haudenosaunee.</p> <p>5 342 Q. You are answering something that</p> <p>6 wasn't asked. The question was whether or not HDI</p> <p>7 asked for consent of the Mohawk Nation Council of</p> <p>8 Chiefs to become involved in this Court case. Your</p> <p>9 answer was no; do I have that right?</p> <p>10 A. That is correct, yes.</p> <p>11 343 Q. Thank you.</p> <p>12 A. No, yeah.</p> <p>13 344 Q. Let's go to the next letter,</p> <p>14 please, which is at page 86. I think this is what</p> <p>15 you were referring to from the Oneida Nation</p> <p>16 Council of Chiefs. Do you see that, sir?</p> <p>17 MR. GILBERT: Hold on.</p> <p>18 THE WITNESS: Yeah.</p> <p>19 BY MR. SHAPIRO:</p> <p>20 345 Q. You have seen that before;</p> <p>21 correct?</p> <p>22 A. [Witness reviews document.]</p> <p>23 Yes.</p> <p>24 346 Q. I'll read the final sentence. It</p> <p>25 states:</p>	77
	<p>1 "Finally, to be clear, should</p> <p>2 HDI wish to represent the", in</p> <p>3 English "[Oneida Nation Council of</p> <p>4 Chiefs], it requires our explicit</p> <p>5 consent to do so."</p> <p>6 Do you see that, sir?</p> <p>7 A. Yes.</p> <p>8 347 Q. HDI did not request consent from</p> <p>9 the Oneida Nation Council of Chiefs before it</p> <p>10 sought to become involved in this case; correct?</p> <p>11 A. That is incorrect.</p> <p>12 348 Q. So this letter is inaccurate?</p> <p>13 A. It is.</p> <p>14 349 Q. When did HDI ask for the Oneida</p> <p>15 Nation Council of Chiefs' consent to act for it in</p> <p>16 this litigation?</p> <p>17 A. That is not how it works. That is</p> <p>18 not how a Council works. That is not how it</p> <p>19 worked. These are -- this is the Oneida Nation.</p> <p>20 They are one of the five Nations in the</p> <p>21 Confederacy, the HCCC. They participate in it.</p> <p>22 Somebody has done something here I think off the</p> <p>23 record -- or out of hand on their own, because we</p> <p>24 have tried to speak with them, but they won't</p> <p>25 answer to it, so...</p>	

<p>1 353 Q. That was months after the April 2 2 meeting we talked about earlier; correct? 3 A. Correct. 4 354 Q. The letter states: 5 "[...] should HDI wish to 6 represent the [Oneida Nation of 7 Chiefs], it requires our explicit 8 consent to do so". 9 You'll agree with that? 10 A. I don't agree with that. 11 355 Q. The words are on the page, at the 12 bottom of the page. 13 A. Well, it is on the page, but it is 14 not true what they are saying. 15 356 Q. I am not asking you about the 16 truth of the words. I am asking you that the words 17 are on the page. You would agree with me the words 18 are on the page; correct? 19 A. You asked me if we did that, and I 20 said it is wrong what they have got written there. 21 357 Q. I am asking -- 22 A. Yeah, it is on the paper. It is 23 on the paper. 24 358 Q. It is on the paper, right. 25 A. Yes.</p>	78	<p>1 366 Q. This is -- 2 A. It is not valid. It is not valid. 3 It is just -- 4 367 Q. Sir, you weren't asked a question 5 about whether the letter was valid, were you? 6 A. I don't know. 7 368 Q. You know the answer to that is no, 8 right? So let's focus on the questions that are 9 asked. Let's drop down together to the second page 10 of this letter, please, the first full paragraph. 11 I am going to read it out: 12 "The position of the Mohawks of 13 the Bay of Quinte is that the 14 Haudenosaunee Development Institute 15 does not represent the Mohawks of 16 the Bay of Quinte or our members 17 despite their claim to 'represent 18 all citizens of the Haudenosaunee 19 Confederacy'. Further, the Mohawks 20 of the Bay of Quinte objects to the 21 attempt by the Haudenosaunee 22 Development Institute to be 23 appointed as representative for all 24 citizens of the Haudenosaunee 25 Confederacy in the Six Nations of</p>	80
<p>1 359 Q. Since the October 24th letter, HDI 2 has not sought the Oneida Nation Council of Chiefs' 3 consent to become involved in this case; correct? 4 A. Correct. Nor is it HDI's -- it is 5 not HDI's issue to deal with. We don't -- 6 360 Q. HDI -- 7 A. -- deal with -- 8 361 Q. HDI is the moving party in this 9 case; correct? 10 A. That's correct. 11 362 Q. It has not sought the consent 12 since this letter from the Oneida Nation Council of 13 Chiefs to represent it; correct? 14 A. We weren't looking to represent 15 the Oneida Nation Chiefs Council. 16 363 Q. So the answer is no? 17 A. That's right, it is no. 18 364 Q. Okay. Let's move on. Page 89. 19 This is a letter dated October 28th, 2022, to Mr. 20 Gilbert from the Mohawks of the Bay of Quinte; do 21 you see that, sir? 22 A. Yes. 23 365 Q. You have seen this letter before? 24 A. [Witness reviews document.] 25 Okay, I see it. I have seen it before.</p>	79	<p>1 the Grand River litigation." 2 You would agree with me this is a 3 pretty clear objection to what you are trying to 4 do; correct? 5 A. It is attempting to do that. 6 369 Q. HDI did not seek the Mohawks of 7 the Bay of Quinte's consent before it took steps to 8 become involved in this case; correct? 9 A. We have no -- the HCCC has no 10 relationship with the Mohawks of the Bay of Quinte. 11 They go -- 12 370 Q. So they -- 13 A. -- through the Nation Council. 14 371 Q. So the answer to that question 15 then is no; correct? 16 A. That's right. 17 372 Q. One final letter I would like to 18 draw your attention to, please, at page 98. This 19 is a letter to Mr. Gilbert dated October 31st, 20 2022, from the Mohawk Council of Akwesasne; do you 21 see that, sir? 22 MR. GILBERT: Hold on. 23 MR. SHAPIRO: No problem. 24 MR. GILBERT: What exhibit is it? 25 MR. SHAPIRO: I don't have that right</p>	81

<p style="text-align: right;">82</p> <p>1 in front of me. It is page 98 of the record. 2 MR. GILBERT: Okay. 3 MR. SHAPIRO: I am being told Exhibit 4 H. 5 MR. GILBERT: H, yes. 6 THE WITNESS: Okay. 7 MR. GILBERT: Now we have it. 8 BY MR. SHAPIRO: 9 373 Q. Great. Do you see that, sir? 10 A. Yes. 11 374 Q. You have seen this letter before? 12 A. No. 13 375 Q. Take a moment then to review it. 14 A. [Witness reviews document.] 15 Okay. 16 376 Q. Let's read the final paragraph 17 together: 18 "The [Mohawk Council of 19 Akwesasne] has not been consulted by 20 the HDI concerning its intention to 21 represent 'all citizens of the 22 Haudenosaunee Confederacy.' In the 23 absence of broad consultation of the 24 governing bodies of the Mohawks of 25 Akwesasne and those of the numerous</p>	<p style="text-align: right;">84</p> <p>1 second affidavit at paragraph 7, and more 2 specifically Exhibit B. 3 A. Okay. 4 381 Q. It appears from the documents that 5 the first time HDI wrote to anyone about 6 potentially becoming involved in this case was in 7 November 2021, and what I am looking at 8 specifically is Exhibit B to your affidavit which 9 is a letter addressed from HDI and HDI's then 10 lawyers to the Attorney Generals of Canada and 11 Ontario; are you with me, sir? 12 A. Just a minute. 13 Yes. 14 382 Q. This is the November 19th, 2021 15 letter; correct? 16 A. Yes, to Lametti, yes. 17 383 Q. And Doug Downey, right? 18 A. Yes, yes. 19 384 Q. In you flip to the last page, you 20 see it is signed by Mr. Detlor, right? 21 A. Yes. 22 385 Q. And also HDI's then lawyers at 23 Cavalluzzo, right? 24 A. That's right. 25 386 Q. You are not aware of any earlier</p>
<p style="text-align: right;">83</p> <p>1 Haudenosaunee communities identified 2 in the Order, the MCA objects to the 3 intervention of HDI in the 4 proceedings or the appointment of 5 HDI as a representative party." 6 You'll agree the Mohawk Council of 7 Akwesasne is objecting to what HDI is trying to do 8 here; correct? 9 A. Yes. 10 377 Q. And the HDI did not seek the 11 Mohawk Council of Akwesasne's consent or permission 12 to try to represent it in this Court proceeding; 13 correct? 14 A. We don't consult Band Councils. 15 378 Q. So the answer to that question is 16 correct? 17 A. No. 18 379 Q. You did not consult the Mohawk 19 Council of Akwesasne before taking steps in this 20 case; correct? 21 A. That's right, yes. 22 380 Q. Thank you. 23 I think we can take that down, Mr. 24 Sheppard. We are going to switch gears back to 25 your affidavit, sir. If you could pull up your</p>	<p style="text-align: right;">85</p> <p>1 letter like this about the Court case, are you? 2 A. I am not aware. 3 387 Q. And if there was such a letter, 4 since you are one of two Delegates, you would know 5 about it, right? 6 A. I should, yes. 7 388 Q. I would like to go to the first 8 page of that letter, if Mr. Sheppard could put it 9 on the screen for everyone. It is page 10 of the 10 Motion Record. You see at number 4, sir, it 11 states: 12 "The Action cannot proceed to a 13 decision on the merits or a 14 settlement without the consent of 15 the HCCC;" 16 Do you see that? 17 A. I see it. 18 389 Q. And the action there refers to 19 this lawsuit by the Six Nations of the Grand River 20 Band, right? 21 A. Yes, yeah. 22 390 Q. And that was an accurate statement 23 when the letter was written in November 2021; 24 correct? 25 A. It was accurate?</p>

<p style="text-align: right;">86</p> <p>1 391 Q. Yes.</p> <p>2 A. Yes.</p> <p>3 392 Q. It is still accurate today;</p> <p>4 correct?</p> <p>5 A. Correct.</p> <p>6 393 Q. Drop down to number 6 where it</p> <p>7 states:</p> <p>8 "The matters at issue in the</p> <p>9 Action can only be resolved with the</p> <p>10 Crown's return to the negotiating</p> <p>11 table with the HCCC."</p> <p>12 Do you see that?</p> <p>13 A. Yes.</p> <p>14 394 Q. And that was accurate when the</p> <p>15 letter was written, right?</p> <p>16 A. Yes, yes.</p> <p>17 395 Q. It is still accurate today?</p> <p>18 A. Yes.</p> <p>19 396 Q. The bottom line from those two</p> <p>20 points, I take it, is that HDI wants to stop the</p> <p>21 litigation by the Elected Council; correct?</p> <p>22 A. Yes.</p> <p>23 397 Q. And they want to negotiate</p> <p>24 directly with the governments instead, right?</p> <p>25 A. They want to negotiate with the</p>	<p style="text-align: right;">88</p> <p>1 Courts, right?</p> <p>2 A. No, that is not right. HCCC has</p> <p>3 nothing to do with land claims. That is a Canadian</p> <p>4 policy.</p> <p>5 402 Q. The HCCC has never brought a claim</p> <p>6 about land in Canadian Courts; correct?</p> <p>7 A. Never.</p> <p>8 403 Q. And it never will, right?</p> <p>9 A. No, it doesn't do claims. Claims</p> <p>10 is a part of Canada's world, law. It is not</p> <p>11 independent. And the only thing that they have is</p> <p>12 land claims, and that was set up so they could rob</p> <p>13 the Bands of the rest of their land. That is the</p> <p>14 only thing. So we would never participate in that</p> <p>15 when it is just open theft.</p> <p>16 404 Q. And you never participate in a</p> <p>17 Court process about land, right?</p> <p>18 A. Land claims.</p> <p>19 405 Q. Land claims, right?</p> <p>20 A. Right.</p> <p>21 406 Q. Okay. You can take the document</p> <p>22 down, Mr. Sheppard.</p> <p>23 You are aware that HDI delivered a</p> <p>24 Notice of Motion to become involved in this case,</p> <p>25 right?</p>
<p style="text-align: right;">87</p> <p>1 Crown.</p> <p>2 398 Q. And by "the Crown", who do you</p> <p>3 mean?</p> <p>4 A. Well, the Crown are the ones that</p> <p>5 signed the Treaties that we have a Treaty with,</p> <p>6 that HCCC has a Treaty with. They don't have a</p> <p>7 Treaty with Canada. They don't have a Treaty with</p> <p>8 Ontario. That Treaty supercedes those two</p> <p>9 entities, but they are still a Crown and the</p> <p>10 country is still bound by the Crown. And a Band</p> <p>11 Council can't be a different footing because they</p> <p>12 are the Crown. So that is what this is saying.</p> <p>13 399 Q. It is saying the HCCC wishes to</p> <p>14 negotiate directly with the Crown, right?</p> <p>15 A. Yes, yes.</p> <p>16 400 Q. And that is because ultimately the</p> <p>17 HCCC takes the view that it will never bring a</p> <p>18 claim about land against the Crown in Canadian</p> <p>19 Courts; fair?</p> <p>20 A. Well, against Canada, as Canada</p> <p>21 representing the Crown, no, because Canada doesn't</p> <p>22 represent the Crown, according to HCCC.</p> <p>23 401 Q. And because Canada does not</p> <p>24 represent the Crown, the HCCC will never bring a</p> <p>25 claim about land against the Crown in Canadian</p>	<p style="text-align: right;">89</p> <p>1 A. Yes.</p> <p>2 407 Q. And that was delivered by your</p> <p>3 newer lawyers at Gilbert's?</p> <p>4 A. Yes.</p> <p>5 408 Q. Those lawyers work for you and</p> <p>6 Mr. Detlor?</p> <p>7 A. It works for HDI.</p> <p>8 409 Q. Which is comprised of you and</p> <p>9 Mr. Detlor; correct?</p> <p>10 A. It is not our private company.</p> <p>11 You are making it sound like we own this thing and</p> <p>12 it is just the two of us that are doing this. That</p> <p>13 is not true. You are not stating any -- that is</p> <p>14 not a true statement you are making.</p> <p>15 410 Q. The question was that the lawyers</p> <p>16 work for you and Mr. Detlor; correct?</p> <p>17 A. And I said no.</p> <p>18 411 Q. You said they work for HDI?</p> <p>19 A. That's right.</p> <p>20 412 Q. Okay. So your lawyers sent out</p> <p>21 the Notice of Motion for HDI with your approval,</p> <p>22 right?</p> <p>23 A. Correct.</p> <p>24 413 Q. This was the first time that HDI</p> <p>25 formally took steps to become involved in this</p>

<p style="text-align: right;">90</p> <p>1 Court case; correct?</p> <p>2 A. Correct.</p> <p>3 414 Q. And that was on June 10th, 2022,</p> <p>4 the date of the Notice of Motion; correct?</p> <p>5 A. Correct.</p> <p>6 415 Q. We can see from the documents,</p> <p>7 though, that HDI had thought about getting involved</p> <p>8 earlier; that's right, isn't it?</p> <p>9 A. I don't know where you got that</p> <p>10 from.</p> <p>11 416 Q. Let's pull up a document from the</p> <p>12 record and look at it together. It is Exhibit R of</p> <p>13 Chief Ava Hill's affidavit at page 1125 of the</p> <p>14 Plaintiff's record. And we have put it up on the</p> <p>15 screen. It is the Winter 2018 HCCC Quarterly</p> <p>16 Newsletter. It is also elsewhere in HDI's record.</p> <p>17 Are you with me, sir?</p> <p>18 A. Yes.</p> <p>19 417 Q. We are looking at the same thing,</p> <p>20 the HCCC Quarterly Newsletter, Winter 2018?</p> <p>21 A. Yes.</p> <p>22 418 Q. If you scroll down to the very</p> <p>23 bottom, the final page of that, please, Mr.</p> <p>24 Sheppard, we see the author "Hazel E. Hill,</p> <p>25 Director, HDI"; correct?</p>	<p style="text-align: right;">92</p> <p>1 they walked away from the</p> <p>2 negotiations table and withdrew</p> <p>3 their support for the HCCC after</p> <p>4 being offered financial support from</p> <p>5 the Crown and after announcing</p> <p>6 'Business as usual along the Grand'</p> <p>7 following a boat ride down the river</p> <p>8 with Ontario Ministers."</p> <p>9 Do you see that, sir?</p> <p>10 A. Yes.</p> <p>11 424 Q. This is referring to this lawsuit</p> <p>12 by the Six Nations Elected Council, right?</p> <p>13 A. I think it is partial.</p> <p>14 425 Q. The "trust claim", that is this</p> <p>15 lawsuit, right?</p> <p>16 A. Yes.</p> <p>17 426 Q. Okay. And the "negotiations</p> <p>18 table" it is talking about here refers to the</p> <p>19 negotiations with the Crown in the mid-2000s,</p> <p>20 right?</p> <p>21 A. Yes. Well, early 2000s, 2005,</p> <p>22 '06, '04.</p> <p>23 427 Q. So about 2004 to 2006, from your</p> <p>24 memory?</p> <p>25 A. Yes, yes.</p>
<p style="text-align: right;">91</p> <p>1 A. Okay, yes.</p> <p>2 419 Q. Do you see that?</p> <p>3 A. Yes.</p> <p>4 420 Q. Let's scroll up a little bit</p> <p>5 together, please, Mr. Sheppard, under the question</p> <p>6 "What does HCCC have in regards to Trust Funds from</p> <p>7 the past for our people?" It is question 16.</p> <p>8 Do you see that, sir, on the right-hand</p> <p>9 side, page 7 of the newsletter?</p> <p>10 MR. GILBERT: Right here.</p> <p>11 MR. SHAPIRO: Perhaps you could scroll</p> <p>12 out, Mr. Sheppard, so we can see the record number</p> <p>13 on the top right.</p> <p>14 MR. GILBERT: 1124.</p> <p>15 BY MR. SHAPIRO:</p> <p>16 421 Q. Yes, thank you.</p> <p>17 A. Yes.</p> <p>18 422 Q. Let's drop down to page 8. So in</p> <p>19 answer to this question, I am on the left-hand side</p> <p>20 of the page.</p> <p>21 A. Yes.</p> <p>22 423 Q. Do you see the top left? I'll</p> <p>23 just read it out. It says:</p> <p>24 "The Band Council re-opened the</p> <p>25 trust claim against the Crown when</p>	<p style="text-align: right;">93</p> <p>1 428 Q. And you recall that because the</p> <p>2 HCCC was involved in those negotiations, right?</p> <p>3 A. Yes.</p> <p>4 429 Q. Now let's read the second</p> <p>5 paragraph:</p> <p>6 "Since that time, the HCCC has</p> <p>7 been looking at possible steps,</p> <p>8 including intervening in the SNEBC</p> <p>9 court case against the Crown on the</p> <p>10 trust claim, since the Band was not</p> <p>11 the body in which the trust funds</p> <p>12 were established, they have no right</p> <p>13 to those funds."</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 430 Q. I am right that "SNEBC" stands for</p> <p>17 Six Nations Elected Band Council, right?</p> <p>18 A. Yes.</p> <p>19 431 Q. And when it says "since that</p> <p>20 time", here this is talking about when the Band</p> <p>21 re-opened the trust claim against the Crown, right?</p> <p>22 A. Yes.</p> <p>23 432 Q. Okay. I am correct that HDI and</p> <p>24 HCCC chose not to take any steps around 2018 to get</p> <p>25 involved in this case; correct?</p>

<p style="text-align: right;">94</p> <p>1 A. In 2018?</p> <p>2 433 Q. Yes, around when this newsletter</p> <p>3 was published.</p> <p>4 A. Yes.</p> <p>5 434 Q. And you are not --</p> <p>6 A. And --</p> <p>7 435 Q. Sorry, go ahead.</p> <p>8 A. The land claim by the Band was put</p> <p>9 in abeyance. Now, what this was talking about was</p> <p>10 that there was a land reclamation in Caledonia,</p> <p>11 Ontario, and what the negotiations were doing was</p> <p>12 with both Crown and it was how to resolve that and</p> <p>13 other issues.</p> <p>14 436 Q. So the question was, around 2018,</p> <p>15 the date of this newsletter, HDI and the HCCC did</p> <p>16 not take any steps to get involved in the Court</p> <p>17 case then, right?</p> <p>18 A. Yes, yeah.</p> <p>19 437 Q. You are also not aware of HDI or</p> <p>20 HCCC taking any steps to become involved in the</p> <p>21 trust claim before 2018, right?</p> <p>22 A. That's right.</p> <p>23 438 Q. We can take that down, Mr.</p> <p>24 Sheppard.</p> <p>25 Sir, you are aware that your lawyers at</p>	<p style="text-align: right;">96</p> <p>1 BY MR. SHAPIRO:</p> <p>2 445 Q. If I can summarize at a very high</p> <p>3 level, I understand that through HDI, the HCCC is</p> <p>4 asking the Court for permission to advance two</p> <p>5 categories of claims. The first category is</p> <p>6 against the Plaintiff, the Six Nations of the Grand</p> <p>7 River Band, and the second is against the two</p> <p>8 government Defendants, Canada and Ontario; is that</p> <p>9 fair?</p> <p>10 A. Yes.</p> <p>11 446 Q. Before your lawyers delivered this</p> <p>12 draft pleading, you would agree with me that HDI</p> <p>13 never before sought to advance the claims in this</p> <p>14 document in any Court?</p> <p>15 A. Well, I don't know that they never</p> <p>16 talked about it. It was always a hot topic. Like</p> <p>17 this hasn't left their lives in a hundred years.</p> <p>18 447 Q. Let's answer the question. HDI</p> <p>19 has never before sought to advance the claims in</p> <p>20 this document in any Court; correct?</p> <p>21 A. No, HDI hasn't.</p> <p>22 448 Q. And neither has the HCCC; correct?</p> <p>23 A. That's correct.</p> <p>24 449 Q. Let's drop down to paragraph</p> <p>25 91 -- pardon me, 86. And we are under the heading</p>
<p style="text-align: right;">95</p> <p>1 Gilbert's delivered a draft pleading in this case;</p> <p>2 correct.</p> <p>3 A. I would have to be reminded of it.</p> <p>4 439 Q. Sure. Let's pull that up on the</p> <p>5 screen. It is called "Draft Statement of Defence,</p> <p>6 Counterclaim, And Crossclaim Of The Intervenor",</p> <p>7 and let me know when you have got that in front of</p> <p>8 you?</p> <p>9 A. Yes, I have it in front of me.</p> <p>10 440 Q. It was delivered on September 9th,</p> <p>11 2022, right?</p> <p>12 A. Yes.</p> <p>13 441 Q. It is a 34-page document that has</p> <p>14 your name on the cover?</p> <p>15 A. Yes.</p> <p>16 442 Q. You asked your lawyers to draft</p> <p>17 this document?</p> <p>18 A. Yes.</p> <p>19 443 Q. You approved it; correct?</p> <p>20 A. Yes.</p> <p>21 444 Q. Let's mark that as Exhibit 3,</p> <p>22 please.</p> <p>23 EXHIBIT NO. 3: Draft Statement of</p> <p>24 Defence, Counterclaim, and Crossclaim</p> <p>25 of the Intervenor.</p>	<p style="text-align: right;">97</p> <p>1 "J. Nation-to-Nation Negotiation is Required"; do</p> <p>2 you see that, sir?</p> <p>3 A. Yes.</p> <p>4 450 Q. I'll just read paragraph 86:</p> <p>5 "Reconciliation of the</p> <p>6 inherent, treaty, and human rights</p> <p>7 of the Haudenosaunee Confederacy and</p> <p>8 the Crown's assertion of sovereignty</p> <p>9 in North America is paramount.</p> <p>10 Litigation is not a means of</p> <p>11 achieving reconciliation. Rather,</p> <p>12 nation-to-nation negotiation,</p> <p>13 undertaken in good faith and in</p> <p>14 accordance with the aforementioned</p> <p>15 principles, furthers</p> <p>16 reconciliation."</p> <p>17 That is HDI's current position, right?</p> <p>18 A. Right.</p> <p>19 451 Q. Let's scroll down a little bit</p> <p>20 further under the "Crossclaim". I would like you</p> <p>21 to look at paragraph 96(c) on page 27, and I will</p> <p>22 just read it out so we are all on the same page.</p> <p>23 This is where the intervenor, which is HDI, claims</p> <p>24 against the Defendants, which are the two</p> <p>25 governments:</p>

<p style="text-align: right;">98</p> <p>1 "an order directing the</p> <p>2 defendants to participate in</p> <p>3 nation-to-nation negotiation and/or</p> <p>4 mediation with the Haudenosaunee</p> <p>5 Confederacy Chiefs acting for the</p> <p>6 Haudenosaunee Confederacy, on behalf</p> <p>7 of all Haudenosaunee, regarding the</p> <p>8 issues raised in the action, in</p> <p>9 accordance with the treaty</p> <p>10 relationship between the</p> <p>11 Haudenosaunee and the Crown,</p> <p>12 described above;"</p> <p>13 That is HDI's current position;</p> <p>14 correct?</p> <p>15 A. Yes.</p> <p>16 452 Q. So if I can summarize from what we</p> <p>17 just walked through, the HCCC does not want the Six</p> <p>18 Nations Band to be able to litigate the claims it</p> <p>19 has in this case against the governments in</p> <p>20 Canadian Courts; correct?</p> <p>21 A. Correct.</p> <p>22 453 Q. The HCCC would rather there not be</p> <p>23 litigation at all because, as it says in the</p> <p>24 document, they don't believe that helps achieve</p> <p>25 reconciliation; correct?</p>	<p style="text-align: right;">100</p> <p>1 interpreters of Haudenosaunee law; do I have that</p> <p>2 right?</p> <p>3 A. No. No, you don't. There is no</p> <p>4 separation between the Chiefs and the Clan Mothers.</p> <p>5 458 Q. So how should I describe that</p> <p>6 group combined?</p> <p>7 A. HCCC.</p> <p>8 459 Q. So my understanding then is that</p> <p>9 HCCC is the only legitimate interpreter of</p> <p>10 Haudenosaunee law; is that right?</p> <p>11 A. Yes.</p> <p>12 460 Q. It follows from that that Canadian</p> <p>13 Courts then should not interpret Haudenosaunee law,</p> <p>14 right?</p> <p>15 A. That is true.</p> <p>16 461 Q. It would be improper for a</p> <p>17 Canadian Court to involve itself in matters of</p> <p>18 Haudenosaunee law?</p> <p>19 A. The HCCC -- well, you want a yes</p> <p>20 or no.</p> <p>21 MR. GILBERT: You have trained him.</p> <p>22 THE WITNESS: This is so --</p> <p>23 BY MR. SHAPIRO:</p> <p>24 462 Q. Well, why don't I ask the question</p> <p>25 again. It would be improper if a Canadian Court</p>
<p style="text-align: right;">99</p> <p>1 A. Correct.</p> <p>2 454 Q. And they want - and by "they", I</p> <p>3 mean the HCCC - to negotiate directly with the</p> <p>4 Crown about the issues raised in the case; correct?</p> <p>5 A. Correct.</p> <p>6 455 Q. They want the Elected Council out</p> <p>7 of that picture and out of those negotiations;</p> <p>8 correct?</p> <p>9 A. Correct.</p> <p>10 456 Q. Okay. If we could go higher up in</p> <p>11 the document to paragraph 7 -- pardon me, I am</p> <p>12 going to switch gears. Let's go to paragraph 24.</p> <p>13 You will agree with me big picture, sir, that HDI's</p> <p>14 pleading talks about "Haudenosaunee Law", right?</p> <p>15 A. Yes.</p> <p>16 457 Q. Paragraph 24 is an example of that</p> <p>17 where it says, and I will just read it:</p> <p>18 "The Chiefs of the HCCC are</p> <p>19 empowered by Haudenosaunee Law to</p> <p>20 make decisions and resolutions</p> <p>21 concerning the interests of the</p> <p>22 Haudenosaunee [...]."</p> <p>23 And it goes on.</p> <p>24 My understanding, sir, is that the HCCC</p> <p>25 and Clan Mothers are the only legitimate</p>	<p style="text-align: right;">101</p> <p>1 interpreted Haudenosaunee law, right?</p> <p>2 A. I don't know. I think they can do</p> <p>3 whatever they want. It doesn't mean it does</p> <p>4 anything to it.</p> <p>5 463 Q. If a Court did that, the HCCC</p> <p>6 wouldn't be bound by a Court finding, right?</p> <p>7 A. That's right.</p> <p>8 464 Q. And the HCCC would view a Canadian</p> <p>9 Court reviewing one of its decisions under its law</p> <p>10 as improper, right?</p> <p>11 A. That's right.</p> <p>12 465 Q. It would be interference in their</p> <p>13 internal affairs, right?</p> <p>14 A. No.</p> <p>15 466 Q. It wouldn't be interference?</p> <p>16 A. No. The verb is "negotiation".</p> <p>17 467 Q. Right.</p> <p>18 A. We have a Treaty to that.</p> <p>19 468 Q. So if a Court reviewed a</p> <p>20 Haudenosaunee Chiefs Council decision --</p> <p>21 A. Yeah.</p> <p>22 469 Q. -- and made a determination about</p> <p>23 the meaning of Haudenosaunee law, that would be</p> <p>24 improper; correct?</p> <p>25 A. I don't know. I don't know who it</p>

<p style="text-align: right;">102</p> <p>1 would be improper to or of.</p> <p>2 470 Q. We can agree --</p> <p>3 A. Or the meaning of "improper".</p> <p>4 471 Q. Well, we can agree that the HCCC</p> <p>5 wouldn't be bound by that Court ruling about</p> <p>6 Haudenosaunee law, right?</p> <p>7 A. That is a question that --</p> <p>8 MR. GILBERT: You can just give your</p> <p>9 position or your understanding.</p> <p>10 THE WITNESS: Okay.</p> <p>11 MR. GILBERT: If you have an</p> <p>12 understanding or position on that. I mean, there</p> <p>13 is a lot of this that I have let go because this is</p> <p>14 somewhat unusual. It is about your evidence and</p> <p>15 about the perspective of HCCC and HDI.</p> <p>16 THE WITNESS: Yeah.</p> <p>17 MR. GILBERT: So ordinarily, Counsel, I</p> <p>18 would be necessarily objecting to interpreting</p> <p>19 legal questions. I think it is implicit that, you</p> <p>20 know, there is a legal gloss here, and it is this</p> <p>21 witness's understanding. That is all he can give.</p> <p>22 BY MR. SHAPIRO:</p> <p>23 472 Q. So the question was then, under</p> <p>24 Haudenosaunee law the HCCC would not be bound by a</p> <p>25 Court ruling about Haudenosaunee law; correct?</p>	<p style="text-align: right;">104</p> <p>1 A. No.</p> <p>2 479 Q. And they don't share meeting</p> <p>3 agendas or meeting minutes or resolutions, right?</p> <p>4 A. No. I mean, that's right.</p> <p>5 480 Q. And they don't share details of</p> <p>6 their internal discussions with Crown officials,</p> <p>7 right?</p> <p>8 A. Yes.</p> <p>9 481 Q. I am just going to pause for a</p> <p>10 brief moment here to consult with my team. Don't</p> <p>11 go anywhere.</p> <p>12 [Discussion Off The Record.]</p> <p>13 BY MR. SHAPIRO:</p> <p>14 482 Q. I can signal that I only have a</p> <p>15 few questions left, and so my goal was to be done</p> <p>16 by noon, and I expect I'll be able to make that.</p> <p>17 So a few more questions, please, sir.</p> <p>18 Madam Reporter, are you still with us?</p> <p>19 Thank you.</p> <p>20 Mr. Doolittle, yesterday Mr. Saul gave</p> <p>21 evidence that HDI earned over \$38 million in</p> <p>22 revenues between 2013 and 2022. Does that figure</p> <p>23 sound about right to you?</p> <p>24 A. How much?</p> <p>25 483 Q. \$38.1 million.</p>
<p style="text-align: right;">103</p> <p>1 A. Correct.</p> <p>2 473 Q. Okay.</p> <p>3 A. That is the nature of colonialism,</p> <p>4 though, isn't it?</p> <p>5 MR. GILBERT: Well, you don't get to</p> <p>6 ask him questions. It is his cross-examination.</p> <p>7 THE WITNESS: Yeah. I was talking to</p> <p>8 that guy right in the --</p> <p>9 BY MR. SHAPIRO:</p> <p>10 474 Q. Sir, let's focus, please.</p> <p>11 A. Yes.</p> <p>12 475 Q. We are nearly there.</p> <p>13 A. Okay.</p> <p>14 476 Q. Because of the colonial overlay</p> <p>15 that you noted, the Haudenosaunee Chiefs will not</p> <p>16 share records of their internal meetings with Crown</p> <p>17 officials, right?</p> <p>18 A. I don't know. They don't feel</p> <p>19 that it is a necessity. If they need to in the</p> <p>20 action of negotiation, I suppose they might.</p> <p>21 477 Q. You are not aware of any such</p> <p>22 sharing of records of meetings today, are you?</p> <p>23 A. No.</p> <p>24 478 Q. Likewise, they don't share notice</p> <p>25 of meetings with Crown officials, right?</p>	<p style="text-align: right;">105</p> <p>1 A. It doesn't -- I have no thoughts</p> <p>2 on it.</p> <p>3 484 Q. We'll take Mr. Saul's evidence</p> <p>4 because he is the financial person; fair?</p> <p>5 A. Yes.</p> <p>6 485 Q. It is also fair to assume that you</p> <p>7 personally received a significant amount of that</p> <p>8 money over the years; correct?</p> <p>9 R/F MR. GILBERT: Don't answer that</p> <p>10 question.</p> <p>11 BY MR. SHAPIRO:</p> <p>12 486 Q. How much money have you received</p> <p>13 over the years from HDI?</p> <p>14 R/F MR. GILBERT: Don't answer the</p> <p>15 question.</p> <p>16 BY MR. SHAPIRO:</p> <p>17 487 Q. How much has Mr. Detlor received</p> <p>18 over the years from HDI?</p> <p>19 R/F MR. GILBERT: Don't answer the</p> <p>20 question. You have already asked that.</p> <p>21 BY MR. SHAPIRO:</p> <p>22 488 Q. I put it to you, sir, that HDI has</p> <p>23 shared zero dollars of its revenue with the Six</p> <p>24 Nations Elected Council. You would agree with</p> <p>25 that?</p>

106	<p>1 A. I agree with that.</p> <p>2 489 Q. We heard yesterday that Mr. Detlor</p> <p>3 has received hundreds of thousands of dollars in</p> <p>4 so-called success fees over the years. You are</p> <p>5 aware of that?</p> <p>6 MR. GILBERT: There is two specific</p> <p>7 things, if you want to put them to him, that are in</p> <p>8 a financial statement.</p> <p>9 BY MR. SHAPIRO:</p> <p>10 490 Q. You are aware of those two things</p> <p>11 in the financial statement that your Counsel just</p> <p>12 mentioned, Mr. Doolittle?</p> <p>13 A. What are the two things?</p> <p>14 491 Q. You are aware that Mr. Detlor has</p> <p>15 received success fees over the years; correct?</p> <p>16 A. Yes.</p> <p>17 492 Q. Have you received success fees</p> <p>18 over the years?</p> <p>19 A. No.</p> <p>20 493 Q. I would like to return to the</p> <p>21 Notice of Examination marked as Exhibit 1. The</p> <p>22 Notice requested 15 categories of documents, sir;</p> <p>23 do you recall that?</p> <p>24 A. Yes.</p> <p>25 494 Q. I understand from a letter that</p>	108
107	<p>1 your lawyer sent on Friday, March 3rd, that you</p> <p>2 delivered some documents in response.</p> <p>3 A. Yes.</p> <p>4 495 Q. Can we pull up that letter, if we</p> <p>5 have it, Mr. Sheppard. It was marked as an exhibit</p> <p>6 yesterday, but I just want to make sure we are all</p> <p>7 looking at it together.</p> <p>8 So it is on the screen. If we could</p> <p>9 scroll down, please.</p> <p>10 Not to belabour the point, but there is</p> <p>11 a number of categories listed here, and under your</p> <p>12 name, you see documents responding to Notice of</p> <p>13 Examination reference categories 5, 6 and 7; do you</p> <p>14 see that? It is on the chart on the screen.</p> <p>15 MR. GILBERT: Yeah, we have that. He</p> <p>16 has got a hard copy of it and he has got a hard</p> <p>17 copy of the Notice.</p> <p>18 BY MR. SHAPIRO:</p> <p>19 496 Q. The responsive documents that were</p> <p>20 provided in response to the Notice of Examination</p> <p>21 relate to categories 5, 6 and 7 from the Notice,</p> <p>22 right?</p> <p>23 MR. GILBERT: That is what it appears</p> <p>24 from the letter.</p> <p>25 MR. SHAPIRO: You wrote the letter,</p>	109
	<p>1 Counsel. That is what it says; correct?</p> <p>2 MR. GILBERT: Yes.</p> <p>3 BY MR. SHAPIRO:</p> <p>4 497 Q. Mr. Doolittle, you provided no</p> <p>5 other documents in response to the other categories</p> <p>6 requested; correct?</p> <p>7 A. Correct.</p> <p>8 MR. SHAPIRO: Subject to the</p> <p>9 undertakings, under advisements and refusals, those</p> <p>10 are my questions for today, sir. Thank you for</p> <p>11 your time.</p> <p>12 THE WITNESS: You are welcome. Thanks.</p> <p>13 Nice to meet you.</p> <p>14 MR. SHAPIRO: Nice to meet you too.</p> <p>15 MR. GILBERT: So do we have other</p> <p>16 Counsel asking questions now, or are we breaking</p> <p>17 for lunch? Or what is the plan?</p> <p>18 MR. SHAPIRO: I think Mr.</p> <p>19 Kaufman -- oh, sorry, there he is.</p> <p>20 MR. KAUFMAN: Yeah, sorry, yes, so I am</p> <p>21 going to cull my notes, and so I prefer to break</p> <p>22 for lunch, as I usually do, and then I'll resume</p> <p>23 and I will again be less than an hour.</p> <p>24 MR. GILBERT: Okay, sounds fair. Any</p> <p>25 other Counsel planning on asking questions at this</p>	
	<p>1 time?</p> <p>2 MR. TORTELL: It is David Tortell for</p> <p>3 Ontario. I don't think so, but ask me again once</p> <p>4 Mr. Kaufman is done. Thanks.</p> <p>5 MR. SHAPIRO: Anyone for Canada?</p> <p>6 MR. JUNAID: Hi, this is Hasan Junaid</p> <p>7 for Canada. I would echo what Counsel for Ontario,</p> <p>8 my friend David Tortell said, and we'll wait to</p> <p>9 see, but at this point, it seems like we won't be</p> <p>10 asking any questions following Mr. Kaufman.</p> <p>11 MR. SHAPIRO: And I am guessing, Madam</p> <p>12 Reporter may want some spelling help now.</p> <p>13 MR. GILBERT: And also, just what time</p> <p>14 do you want to come back, Mr. Kaufman?</p> <p>15 MR. KAUFMAN: 1 o'clock. Does that</p> <p>16 work?</p> <p>17 MR. GILBERT: Yes.</p> <p>18 MR. SHAPIRO: Would you mind if we did</p> <p>19 a little bit earlier, Mr. Kaufman, only because I</p> <p>20 have something a little bit close to that that I am</p> <p>21 hoping to attend. Maybe 12:40 or 12:45?</p> <p>22 MR. KAUFMAN: 12:45 is fine.</p> <p>23 MR. SHAPIRO I appreciate that.</p> <p>24 MR. JUNAID: This is Hasan Junaid. We</p> <p>25 also have another examination at 2:00 p.m.</p>	

<p>110</p> <p>1 scheduled, so I would echo what Mr. Shapiro is</p> <p>2 saying. If we could start just a little bit</p> <p>3 earlier so that Mr. Kaufman would have the time.</p> <p>4 MR. KAUFMAN: Okay.</p> <p>5 MR. SHAPIRO: 12:45.</p> <p>6 -- RECESSED AT 11:58 A.M.</p> <p>7 -- RESUMED AT 12:45 P.M.</p> <p>8 CROSS-EXAMINATION BY MR. KAUFMAN:</p> <p>9 498 Q. Mr. Doolittle, my name is Jeffrey</p> <p>10 Kaufman. I am Counsel to the Men's Fire, and I</p> <p>11 will be cross-examining you this afternoon.</p> <p>12 In your examination with Mr. Shapiro</p> <p>13 this morning, he referred to you the HDI Notice of</p> <p>14 Motion in this proceeding. Can you please let me</p> <p>15 know, did you review the Notice of Motion before it</p> <p>16 was submitted to the Court?</p> <p>17 A. Yes.</p> <p>18 499 Q. Do you know if Mr. Detlor reviewed</p> <p>19 the Notice of Motion before it was submitted to the</p> <p>20 Court?</p> <p>21 A. I don't know.</p> <p>22 500 Q. Do you know if anyone else at HDI</p> <p>23 reviewed the Notice of Motion before it was</p> <p>24 submitted to the Court?</p> <p>25 A. No, I don't know.</p>	<p>111</p> <p>1 501 Q. Do you know if anyone at HCCC</p> <p>2 reviewed the Notice of Motion before it was</p> <p>3 submitted to the Court?</p> <p>4 A. No.</p> <p>5 502 Q. No, they did not?</p> <p>6 A. No, they did not.</p> <p>7 503 Q. Did any Clan Mother review the</p> <p>8 Notice of Motion before it was submitted to the</p> <p>9 Court?</p> <p>10 A. Not that I know.</p> <p>11 504 Q. Now, in respect to the Draft</p> <p>12 Statement of Claim, which we identified as Exhibit</p> <p>13 3 on your examination earlier today, did you review</p> <p>14 that Draft Statement of Claim before it was</p> <p>15 delivered in this proceeding?</p> <p>16 A. I did.</p> <p>17 505 Q. Do you know if Mr. Detlor reviewed</p> <p>18 the Draft Statement of Claim before it was</p> <p>19 delivered in this proceeding?</p> <p>20 A. I don't know.</p> <p>21 506 Q. Do you know if anyone else at HDI</p> <p>22 reviewed the Statement of Claim before it was</p> <p>23 delivered in this proceeding?</p> <p>24 A. No.</p> <p>25 507 Q. No, you don't know or no one else</p>
<p>112</p> <p>1 did?</p> <p>2 A. No, I don't know.</p> <p>3 508 Q. Do you know if anyone at HCCC,</p> <p>4 including any Hereditary Chiefs, reviewed the</p> <p>5 Statement of Claim before it was submitted in this</p> <p>6 proceeding?</p> <p>7 A. No, I don't know.</p> <p>8 509 Q. Do you know if any Clan Mother</p> <p>9 reviewed the Statement of Claim before it was</p> <p>10 delivered in this proceeding?</p> <p>11 A. No, I don't know.</p> <p>12 510 Q. Mr. Doolittle, I would like to put</p> <p>13 up on the shared screen a document we reviewed with</p> <p>14 Mr. Saul. It is called a Declaration of Trust.</p> <p>15 MR. GILBERT: Could you make that a</p> <p>16 little larger on the screen?</p> <p>17 MR. KAUFMAN: Certainly. Can you see</p> <p>18 it now, Counsel?</p> <p>19 MR. GILBERT: Yes.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 511 Q. Mr. Doolittle, have you seen this</p> <p>22 Declaration of Trust before?</p> <p>23 A. Not until recently, yesterday, I</p> <p>24 think.</p> <p>25 512 Q. That is the first time you have</p>	<p>113</p> <p>1 seen it?</p> <p>2 A. Yes.</p> <p>3 513 Q. It is my understanding in your</p> <p>4 evidence you were a Delegate for HCCC at HDI in</p> <p>5 2014, weren't you?</p> <p>6 A. I was, yes.</p> <p>7 514 Q. And when you saw this yesterday,</p> <p>8 you saw that this document is signed by Hazel Hill?</p> <p>9 A. I saw that, yes.</p> <p>10 515 Q. Did Hazel Hill at any time inform</p> <p>11 you that she signed any such Declaration of Trust</p> <p>12 document?</p> <p>13 A. Not that I can remember.</p> <p>14 516 Q. Are you surprised to see this</p> <p>15 Declaration of Trust document?</p> <p>16 A. Yes.</p> <p>17 517 Q. Does the fact that Hazel Hill did</p> <p>18 this Declaration of Trust document concern you?</p> <p>19 A. No.</p> <p>20 518 Q. If you look at Schedule A of this</p> <p>21 document, it lists a list of Chiefs and their Clans</p> <p>22 as so-called beneficiaries of this Trust. Do you</p> <p>23 have knowledge of the Chiefs listed here?</p> <p>24 A. Yes.</p> <p>25 519 Q. It is my understanding that at</p>

114	<p>1 least half of these Chiefs predeceased the creation</p> <p>2 of this Schedule A. Could you look at the list and</p> <p>3 see if you can agree with that statement.</p> <p>4 A. [Witness reviews document.]</p> <p>5 Well, I can't agree with it.</p> <p>6 520 Q. You can?</p> <p>7 A. No.</p> <p>8 521 Q. Okay, do you want to go through</p> <p>9 each one? And under the "Cayuga", number one, for</p> <p>10 the Bear Clan Chief, was he alive at the time of</p> <p>11 this statement in 2014?</p> <p>12 A. All of those names and Chief</p> <p>13 titles.</p> <p>14 522 Q. Yes.</p> <p>15 A. They are always legitimate. There</p> <p>16 is no ever anyone missing.</p> <p>17 523 Q. Sorry, were they -- are these</p> <p>18 individuals who were --</p> <p>19 A. They are not individuals --</p> <p>20 524 Q. They are not individuals?</p> <p>21 A. They are Chiefs of the Council as</p> <p>22 the titles. Now, their names will change as they</p> <p>23 die. We can't stop them from dying, but those are</p> <p>24 the titles. They seem to be correct.</p> <p>25 525 Q. But you don't know which actual</p>	116
115	<p>1 Chiefs were alive or whether there were vacancies</p> <p>2 at the time of the Schedule A, do you, or do you</p> <p>3 have the information on the vacancies in 2014?</p> <p>4 A. I don't.</p> <p>5 526 Q. Do you know who prepared Schedule</p> <p>6 A to the Declaration of Trust?</p> <p>7 A. That was taken from somebody's</p> <p>8 website, I would say.</p> <p>9 527 Q. No, do you know where it was taken</p> <p>10 from?</p> <p>11 A. No.</p> <p>12 528 Q. We'll mark the Declaration of</p> <p>13 Trust as Exhibit 1 to this examination.</p> <p>14 [Court Reporter intervenes for</p> <p>15 clarification.]</p> <p>16 Thank you, Exhibit 4, thank you.</p> <p>17 EXHIBIT NO. 4: Declaration of Trust.</p> <p>18 BY MR. KAUFMAN:</p> <p>19 529 Q. In terms of the formation of HDI,</p> <p>20 that was done on October 20, 2014; correct?</p> <p>21 A. No.</p> <p>22 530 Q. When was HDI formed?</p> <p>23 A. It was in 2007.</p> <p>24 531 Q. Sorry, correct, I apologize. The</p> <p>25 corporation listed in the Declaration of Trust,</p>	117
	<p>1 2438543 Ontario Inc., that corporation was formed</p> <p>2 on October 20, 2014; correct?</p> <p>3 A. Correct.</p> <p>4 532 Q. And you were and Mr. Detlor the</p> <p>5 senior officers of 243 Ontario?</p> <p>6 A. Yes.</p> <p>7 533 Q. Was Hazel Hill an officer of 243</p> <p>8 Ontario at that time?</p> <p>9 A. No.</p> <p>10 534 Q. In terms of the formation of</p> <p>11 2438543 Ontario Inc., did you and Mr. Detlor</p> <p>12 discuss the formation of that company with anybody</p> <p>13 else other than yourselves?</p> <p>14 A. Yes.</p> <p>15 535 Q. Whom?</p> <p>16 A. HCCC.</p> <p>17 536 Q. And which members of HCCC did you</p> <p>18 discuss the formation of 243 Ontario with?</p> <p>19 A. I can't tell you exactly.</p> <p>20 537 Q. Can you name one individual at</p> <p>21 HCCC you discussed 243 Ontario being formed with?</p> <p>22 A. Gawenseeo.</p> <p>23 538 Q. And who is that individual?</p> <p>24 A. He is a Chief, Onondaga Chief.</p> <p>25 His name is Peter Skye. He is dead, but he was</p>	

118	<p>1 regarding the formation of 243 Ontario?</p> <p>2 A. I didn't consult with the Chiefs</p> <p>3 at all. We discussed the things with the Council.</p> <p>4 546 Q. Sorry, but the Council comprises</p> <p>5 50 Chiefs; correct?</p> <p>6 A. That's right.</p> <p>7 547 Q. You only named a certain number of</p> <p>8 those 50 Chiefs. I take it you did not discuss the</p> <p>9 formation of 243 Ontario with all the Chiefs, did</p> <p>10 you?</p> <p>11 A. That is not necessary.</p> <p>12 548 Q. The --</p> <p>13 A. They are a group as a Council.</p> <p>14 549 Q. Why do you say it is not</p> <p>15 necessary?</p> <p>16 A. Because when they are a Council,</p> <p>17 they are all there. They are all counted into it.</p> <p>18 There is no individual Councillor, Chief, that</p> <p>19 stands above any other Chief.</p> <p>20 550 Q. So your view of Haudenosaunee law</p> <p>21 is that if there is a Council meeting, that if</p> <p>22 there is 50 Chiefs for 50 Clans, each Chief need</p> <p>23 not be present as an individual at a meeting</p> <p>24 because their title is there, but they don't have</p> <p>25 to be there at all? That is the way you view</p>	120
119	<p>1 Haudenosaunee law?</p> <p>2 A. I don't think so. I don't think</p> <p>3 that is what I said, but --</p> <p>4 551 Q. Okay, then let's go through it</p> <p>5 then.</p> <p>6 A. Okay.</p> <p>7 552 Q. So what we know is that there are</p> <p>8 50 Chiefs for 50 Clans; correct?</p> <p>9 A. That is incorrect.</p> <p>10 553 Q. What is the number?</p> <p>11 A. There is 50 Chiefs and 49 Clans.</p> <p>12 554 Q. And apart from the one Clan that</p> <p>13 doesn't have a Chief, each Chief represents their</p> <p>14 own Clan; correct?</p> <p>15 A. That is not what I said about that</p> <p>16 one.</p> <p>17 555 Q. What did you say about the one?</p> <p>18 A. I didn't say anything. You didn't</p> <p>19 ask me.</p> <p>20 556 Q. Okay, well --</p> <p>21 A. The one title that makes the 50 --</p> <p>22 557 Q. Yes.</p> <p>23 A. -- is selected by the other Chiefs</p> <p>24 in Council. His name is Tadadaho.</p> <p>25 558 Q. So let's deal with the 49 Chiefs</p>	121
	<p>1 first. The 49 Chiefs, each one of those represents</p> <p>2 a certain Clan in a certain Nation; correct?</p> <p>3 A. Correct.</p> <p>4 559 Q. And each Chief of a Clan of a</p> <p>5 Nation makes a decision for his own Clan; correct?</p> <p>6 A. No, that is not correct.</p> <p>7 560 Q. A Chief, I take it, has to report</p> <p>8 to the Clan Mother of a Clan; correct?</p> <p>9 A. I don't think "report" is the</p> <p>10 right word, but they can dialogue.</p> <p>11 561 Q. Dialogue with a Clan Mother?</p> <p>12 A. Yes.</p> <p>13 562 Q. And the Clan Mother then has a</p> <p>14 dialogue with the Clan on making a decision;</p> <p>15 correct?</p> <p>16 A. No. It is not necessarily on a</p> <p>17 decision. They talk about the issue, but not the</p> <p>18 decision.</p> <p>19 563 Q. They talk about the issue?</p> <p>20 A. That's right.</p> <p>21 564 Q. And the Clan Mother gets</p> <p>22 information from her Clan on what the Clan thinks</p> <p>23 about an issue; correct?</p> <p>24 A. Yes.</p> <p>25 565 Q. And then the Clan Mother reports</p>	
	<p>1 back the decision of her Clan to the Chief of the</p> <p>2 Clan; correct?</p> <p>3 A. There is no reporting to anybody.</p> <p>4 They will -- she will tell him the results of her</p> <p>5 consultation.</p> <p>6 566 Q. Yes, and then she will relay that</p> <p>7 information to the Chief of the Clan?</p> <p>8 A. That's right. That's right, yeah.</p> <p>9 567 Q. And that is how a decision is made</p> <p>10 for a Clan?</p> <p>11 A. No. It may -- like they don't</p> <p>12 make a decision. It is not how it works, no. The</p> <p>13 Chief will take the discussion and whatever his</p> <p>14 Clan has come up with, and he will take it with him</p> <p>15 when he goes to Council.</p> <p>16 568 Q. And are you at all part of that</p> <p>17 process?</p> <p>18 A. Certainly.</p> <p>19 569 Q. And you were involved with the</p> <p>20 discussions between the Chiefs and the Clan Mothers</p> <p>21 and the Clans?</p> <p>22 A. I am part of a Clan.</p> <p>23 570 Q. Yeah, you only know --</p> <p>24 A. At the same --</p> <p>25 571 Q. -- what happened in your Clan;</p>	

122	<p>1 correct?</p> <p>2 A. Pardon?</p> <p>3 572 Q. You only know what happens in your</p> <p>4 Clan?</p> <p>5 A. Generally.</p> <p>6 573 Q. If we go to the April 2, 2022,</p> <p>7 meeting, can we turn to paragraph 25 of your</p> <p>8 affidavit.</p> <p>9 MR. DUMIGAN: Which affidavit, Mr.</p> <p>10 Kaufman?</p> <p>11 MR. GILBERT: The first, I think.</p> <p>12 BY MR. KAUFMAN:</p> <p>13 574 Q. The first affidavit.</p> <p>14 A. 26?</p> <p>15 575 Q. 25.</p> <p>16 MR. GILBERT: Do you want to put it on</p> <p>17 the screen to make sure I have got the right one.</p> <p>18 Page 29 of the record? Here.</p> <p>19 BY MR. KAUFMAN:</p> <p>20 576 Q. We can put it on the share screen</p> <p>21 if you want. Do you have that --</p> <p>22 MR. GILBERT: Yes, he has got that.</p> <p>23 THE WITNESS: Yes.</p> <p>24 BY MR. KAUFMAN:</p> <p>25 577 Q. So here you list who you believe</p>	124	<p>1 585 Q. If we go to your list of who was</p> <p>2 there for the Younger Brothers, for the Oneida</p> <p>3 Nation, there was Arnold Hill, and anyone else for</p> <p>4 the Oneidas?</p> <p>5 A. Al Day.</p> <p>6 586 Q. And Al Day, yeah, sorry. And Al</p> <p>7 Day was for which Clan?</p> <p>8 A. Turtle.</p> <p>9 587 Q. And Arnold Hill?</p> <p>10 A. He is Turtle also.</p> <p>11 588 Q. And they have nine title positions</p> <p>12 as well on Council?</p> <p>13 A. That's correct, nine titles, yeah.</p> <p>14 589 Q. And so there was no one in</p> <p>15 attendance with the Chief title for the Wolf Clan</p> <p>16 for the Oneida Nation, was there?</p> <p>17 A. No.</p> <p>18 590 Q. There was no one there with the</p> <p>19 title for the Bear Clan for the Oneida Nation, was</p> <p>20 there?</p> <p>21 A. No. No.</p> <p>22 591 Q. If we can next go to the Cayuga</p> <p>23 nation, so in attendance you say at that meeting</p> <p>24 for the Cayuga Nation was Steve Jacobs, Steve</p> <p>25 Maracle, and Roger Silversmith; correct?</p>
123	<p>1 was in attendance at the Council meeting on April</p> <p>2 2, 2022. Was this -- is this your best</p> <p>3 recollection of who attended in your affidavit?</p> <p>4 A. Yes.</p> <p>5 578 Q. So if we look at your list, you</p> <p>6 said Allen MacNaughton was there.</p> <p>7 A. Yes.</p> <p>8 579 Q. And he is a representative of the</p> <p>9 Mohawk Nation?</p> <p>10 A. He is a Mohawk Chief.</p> <p>11 580 Q. And there are nine Chiefs</p> <p>12 appointed for the Mohawks on the Council?</p> <p>13 A. There are nine positions. There</p> <p>14 are nine titles for that Nation.</p> <p>15 581 Q. There are nine titles?</p> <p>16 A. Yes.</p> <p>17 582 Q. And Allen MacNaughton has the</p> <p>18 title for the Turtle Clan?</p> <p>19 A. That is correct.</p> <p>20 583 Q. And there was no one at the</p> <p>21 meeting for the title for the Wolf Clan?</p> <p>22 A. That's correct.</p> <p>23 584 Q. There was no one at the meeting</p> <p>24 for the title for the Bear Clan?</p> <p>25 A. That's correct.</p>	125	<p>1 A. Correct.</p> <p>2 592 Q. And the Cayuga Nation had ten</p> <p>3 titled Chiefs at the Council; correct?</p> <p>4 A. They have nine titles or ten</p> <p>5 titles.</p> <p>6 593 Q. Yeah, ten titles; correct?</p> <p>7 A. Correct.</p> <p>8 594 Q. And the Clans are the Bear, the</p> <p>9 Huron, the Wolf, the Snipe and the Deer?</p> <p>10 A. Yes.</p> <p>11 595 Q. And Roger Silversmith was a Snipe</p> <p>12 Clan member?</p> <p>13 A. That's right, yes.</p> <p>14 596 Q. Steve Maracle a Deer Clan member?</p> <p>15 A. Yes.</p> <p>16 597 Q. And what was Steve Jacobs?</p> <p>17 A. Bear.</p> <p>18 598 Q. A Bear. So there was no one at</p> <p>19 the April 2 meeting who was a title Chief for the</p> <p>20 Huron Clan; was there?</p> <p>21 A. That is the Heron.</p> <p>22 599 Q. The Heron?</p> <p>23 A. No.</p> <p>24 600 Q. There was no one there for the</p> <p>25 Oneida Wolf Clan, was there?</p>

126	<p>1 A. No.</p> <p>2 601 Q. If we go to the Onondaga Nation,</p> <p>3 they have three titled HCCC Chiefs?</p> <p>4 A. Yes -- well, they have fourteen.</p> <p>5 602 Q. Oh, fourteen, fourteen, I</p> <p>6 apologize, fourteen; correct?</p> <p>7 A. Yes.</p> <p>8 603 Q. And at the meeting, the Onondaga</p> <p>9 had three titled Chiefs at the meeting for the Bear</p> <p>10 and Wolf Clan only; correct?</p> <p>11 A. No.</p> <p>12 604 Q. Well, Cleve Thomas -- sorry, the</p> <p>13 Beaver and the Wolf Clans only.</p> <p>14 A. There you go, yes.</p> <p>15 605 Q. Yeah, Cleve Thomas was Beaver, is</p> <p>16 Beaver.</p> <p>17 A. Yes.</p> <p>18 606 Q. Kervin and Toby Williams are Wolf?</p> <p>19 A. Yes.</p> <p>20 607 Q. So there was no one at the meeting</p> <p>21 for the Eel clan for Onondaga, was there?</p> <p>22 A. No.</p> <p>23 608 Q. There was no one at the meeting</p> <p>24 for the Deer clan of the Onondaga, was there?</p> <p>25 A. No.</p>	128
127	<p>1 609 Q. There was no one at the meeting</p> <p>2 for the Turtle Clan of the Onondaga, was there?</p> <p>3 A. No.</p> <p>4 610 Q. The last nation we have is the</p> <p>5 Seneca, and they have eight title Chief members on</p> <p>6 the HCCC?</p> <p>7 A. Well, their Nation has eight</p> <p>8 titles.</p> <p>9 611 Q. Their Nation has eight titles?</p> <p>10 A. Yes.</p> <p>11 612 Q. You'll agree with me no Chief from</p> <p>12 the Seneca attended the meeting on April 2, 2022,</p> <p>13 did they?</p> <p>14 A. No.</p> <p>15 613 Q. Under Haudenosaunee law, can one</p> <p>16 Nation make decisions for another Nation?</p> <p>17 A. The Nations collectively make</p> <p>18 decisions. There is no one Chief that makes a</p> <p>19 decision.</p> <p>20 614 Q. Can the Mohawk Nation make a</p> <p>21 decision for the Seneca Nation?</p> <p>22 A. They can make a decision for the</p> <p>23 Elder Brothers.</p> <p>24 615 Q. Can they make a decision that</p> <p>25 binds the Seneca Nation?</p>	129
	<p>1 A. Yes.</p> <p>2 616 Q. And where can you show me any law</p> <p>3 that says the Senecas can be beholden to any other</p> <p>4 Nation for its decisions?</p> <p>5 A. When a Chief is condoled, they are</p> <p>6 told their duties, and one of their duties is to</p> <p>7 ride the bench, and the last five Senecas that we</p> <p>8 stood up, they were to come to Grand River Council</p> <p>9 and take their seats. It is the same with all the</p> <p>10 other Nations.</p> <p>11 If they don't, work still goes on. The</p> <p>12 train doesn't stop.</p> <p>13 617 Q. So --</p> <p>14 A. There is no --</p> <p>15 618 Q. So it is your evidence that to</p> <p>16 make a decision that affects all Nations, all you</p> <p>17 need is one Elder Brother, one Younger Brother and</p> <p>18 one Firekeeper at any meeting, and they can bind</p> <p>19 all Nations; is that what I get from your evidence?</p> <p>20 A. Oh, I never said that, but that</p> <p>21 could be.</p> <p>22 619 Q. And under --</p> <p>23 A. If one of the benches has nobody</p> <p>24 sitting there, they won't hold Council. There has</p> <p>25 to be somebody in those three benches to have a</p>	


130	<p>1 saying it is tough luck; we can have three benches, 2 three Chiefs to make a decision for her? That is 3 your evidence? 4 A. No. 5 625 Q. Then how can you bind a Clan 6 Mother who couldn't come to a meeting and couldn't 7 get a Chief at a meeting because she was working 8 that day? 9 A. That is a figment of your 10 imagination. She has a title and she has 11 responsibilities too. Just because she wants to go 12 to Walmart doesn't give her an excuse. 13 626 Q. Was there any meeting on forming 14 243 Ontario with any Clan Mothers? 15 A. They were in attendance. You 16 can't separate the Clan Mothers from the Chiefs. 17 They make up the Council. There is no separation 18 between the women and the men. 19 627 Q. Sorry, when you say they were 20 there, you don't mean they were physically there, 21 do you? 22 A. I -- 23 628 Q. You mean there is no separation, 24 because if a Chief attends, it is assumed he 25 consulted with a Clan Mother; isn't that your</p>	132
131	<p>1 evidence? 2 A. I didn't assume anything. That is 3 the law. 4 629 Q. So no Clan Mothers are at the HCCC 5 Council meetings, are they? 6 A. HCCC? Sure they are. 7 630 Q. Was there -- at the April 2, 2022, 8 meeting, there were no Clan Mothers in attendance, 9 were there? 10 A. Sure there was. 11 631 Q. You didn't reference in paragraph 12 25 any Clan Mothers. 13 A. I don't. I never -- I don't put 14 them in anything. The Clan Mother -- you can't 15 separate a Clan Mother from the Chief or the Clan. 16 This thing about different people, Clans or women 17 or men, that is not the way it works. 18 632 Q. And can you point to any 19 documentation that supports that view of 20 Haudenosaunee law? 21 A. Well, that is the great part of 22 the Great Law, and I guess we would need time to 23 collect that. 24 633 Q. Which part of the Great Law are 25 you referring to that makes that statement?</p>	133

<p>134</p> <p>1 649 Q. Did you discuss this with 2 Mr. Detlor? 3 A. No. 4 650 Q. Which Clan Mothers, if any, do you 5 say were aware of the purchase of this condominium 6 in Toronto before its purchase? 7 A. There is no separation between the 8 Clan Mothers and the Council. We report to the 9 Council. 10 651 Q. So -- 11 A. The Clan Mothers are part of the 12 Council. We don't -- you don't separate. You 13 can't separate the Clan Mother and a Chief. 14 652 Q. So you didn't speak to or you are 15 not aware of anyone speaking to any Clan Mother 16 prior to the purchase of the condominium at Howard 17 Park Avenue? 18 A. There was no requirement. 19 653 Q. So it didn't happen? 20 A. I don't know. 21 654 Q. And how many Chiefs were aware of 22 the purchase of the Howard Park residential 23 condominium before its purchase? 24 A. We have a Special Chiefs Committee 25 that deals with litigation and all other works of</p>	<p>135</p> <p>1 the HDI. 2 655 Q. That deals with litigation? 3 A. Well, they deal with every 4 problem. 5 656 Q. Did any Chief go and see the 6 condominium at Howard Park Avenue? 7 A. I am not sure. Not that I know 8 of. 9 657 Q. Could I next turn to the Land 10 Rights Statement which is found at Exhibit F. 11 MR. GILBERT: Which page? 12 MR. KAUFMAN: The Land Rights 13 Statement. 14 MR. GILBERT: Okay. 15 BY MR. KAUFMAN: 16 658 Q. Page 118 of your record. 17 A. Yes. 18 659 Q. Are you aware of this Land Rights 19 Statement of HDI that was adopted by Council on 20 November 4, 2006? 21 A. This is one of the Council's, 22 their own policy statement. 23 660 Q. And is that policy statement 24 accurate as of today? 25 MR. GILBERT: You can take the time to</p>
<p>136</p> <p>1 read it, if you have to do that. 2 THE WITNESS: Yeah, I am aware of this. 3 BY MR. KAUFMAN: 4 661 Q. Yeah, and it is accurate as of 5 today? 6 A. Yes. 7 662 Q. And because it is an HDI policy, 8 you'll agree with me HDI is required to follow this 9 Land Rights Statement in terms of its practices of 10 acquiring property? 11 A. No. 12 663 Q. HDI is required to respect the 13 land rights as provided in this statement, aren't 14 they? 15 A. Who is? 16 664 Q. HDI. 17 A. They use it as a -- how would you 18 put that? It is a goal to use parts of it in 19 different scenarios. Like did they go through the 20 whole system line by line and say, Hey, do this? 21 No, that is not how it happens. This is speaking 22 to pretty much everybody, even outside world. 23 665 Q. But it is in the HDI policy 24 manual, isn't it? 25 A. Yes.</p>	<p>137</p> <p>1 666 Q. And this is what HCCC says its 2 goals are for land rights, aren't they? 3 A. Yes. 4 667 Q. And you are a Delegate of HCCC, 5 you say, aren't you? 6 A. Yes. 7 668 Q. So your job as a Delegate is to 8 follow the goals set by HCCC, isn't it? 9 A. My job is to follow the Terms of 10 Reference of the HDI as put out by the HCCC. 11 669 Q. In the acquisition of property by 12 243 Ontario, did you follow this Land Rights 13 Statement set of goals by HCCC or not? 14 A. Yeah, I think so, we did. 15 670 Q. Do you agree with me that every 16 property acquired by 243 Ontario has been acquired 17 for the benefit of all the people? 18 A. Yes. 19 671 Q. And all the people have a right to 20 know about acquired -- property acquired on its 21 behalf, don't they? 22 A. They have a method of knowing what 23 is going on through their Clans. There is no 24 separation from the people. There is no 25 individuals outside of the Clans or the Council</p>

138	<p>1 that has special privilege.</p> <p>2 672 Q. I want to show you the list of</p> <p>3 properties produced in this proceeding by your</p> <p>4 Counsel. Have you seen this document before?</p> <p>5 A. No, but I know what it is and I</p> <p>6 understand what is written.</p> <p>7 673 Q. Do you know who prepared this</p> <p>8 document?</p> <p>9 A. Probably our Finance Consultant</p> <p>10 Rick Saul.</p> <p>11 674 Q. We'll mark this list of properties</p> <p>12 as Exhibit 5.</p> <p>13 EXHIBIT NO. 5: Document entitled.</p> <p>14 2438543 Ontario Inc. Real Property -</p> <p>15 Ownership at February 1, 2023.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 675 Q. When have you seen, first seen</p> <p>18 Exhibit 5?</p> <p>19 A. I first saw it?</p> <p>20 676 Q. Yes.</p> <p>21 A. Just now.</p> <p>22 677 Q. Did Mr. Saul consult with you</p> <p>23 before creating this document?</p> <p>24 A. Well, I mean, it is a true</p> <p>25 picture. No, he didn't consult with me.</p>	140
139	<p>1 678 Q. This shows properties have been</p> <p>2 acquired by 243 Ontario since 2015; is that an</p> <p>3 accurate statement?</p> <p>4 A. Yes.</p> <p>5 679 Q. Since 2015, have any properties</p> <p>6 been acquired by 243 Ontario which have been used</p> <p>7 for community housing?</p> <p>8 A. No.</p> <p>9 680 Q. Have any properties been acquired</p> <p>10 by 243 Ontario since 2014 for the health, welfare</p> <p>11 and benefit of the Haudenosaunee people?</p> <p>12 A. Yes.</p> <p>13 681 Q. Which properties?</p> <p>14 A. All of them.</p> <p>15 682 Q. How does farming, a farming</p> <p>16 property at Pauline Johnson Road be a property for</p> <p>17 the benefit, health and welfare of the</p> <p>18 Haudenosaunee people?</p> <p>19 A. They pay a lease to farm these</p> <p>20 lands.</p> <p>21 683 Q. So 243 owns the property and the</p> <p>22 people benefit from a farmer's lease; that is your</p> <p>23 evidence?</p> <p>24 A. No, I didn't say they did -- that</p> <p>25 is not what you asked me. But all of the money is</p>	141
	<p>1 HCCC. All the property is Haudenosaunee. They</p> <p>2 represent them.</p> <p>3 Now, if they say, now we are going to</p> <p>4 have a housing policy, let's just develop one, then</p> <p>5 we would do something about housing. HCCC is not a</p> <p>6 corporate entity that has been around for 200 years</p> <p>7 or 100 years. Where do you think we got money</p> <p>8 from? I'm sorry, I'm asking you a question. I</p> <p>9 shouldn't.</p> <p>10 684 Q. In 2015, the farm at Pauline</p> <p>11 Johnson Road, that is still a farm eight years</p> <p>12 later, isn't it?</p> <p>13 A. Yes.</p> <p>14 685 Q. And the only benefit has been it</p> <p>15 has been leased out to a farmer; is that correct?</p> <p>16 A. Well, that is what happens. I</p> <p>17 don't know if it is a benefit or not. He benefits</p> <p>18 from it, sure.</p> <p>19 686 Q. Sorry?</p> <p>20 A. Yes, he benefits. So does HDI,</p> <p>21 HCCC.</p> <p>22 687 Q. How does HDI and HCCC benefit?</p> <p>23 A. Well, they are the ones that lease</p> <p>24 the land, collect the funds.</p> <p>25 688 Q. I want to go back to the April 2,</p>	
	<p>1 2022, meeting. In your Supplementary Affidavit of</p> <p>2 Documents, you refer to a letter of Leroy Hill that</p> <p>3 refers to information to be shared with Chiefs and</p> <p>4 Clan Mothers on the email chain.</p> <p>5 A. Yes.</p> <p>6 689 Q. Were you copied on that email</p> <p>7 chain?</p> <p>8 A. Yes.</p> <p>9 690 Q. Can you please produce that email</p> <p>10 chain?</p> <p>11 U/A MR. GILBERT: We'll take it under</p> <p>12 advisement.</p> <p>13 BY MR. KAUFMAN:</p> <p>14 691 Q. Do you have a copy of that email</p> <p>15 chain in your possession?</p> <p>16 A. No, I don't.</p> <p>17 692 Q. Will you --</p> <p>18 A. It is a privileged email.</p> <p>19 693 Q. It is referenced in your</p> <p>20 affidavit, is it not?</p> <p>21 A. Yes.</p> <p>22 MR. GILBERT: It is referenced, but</p> <p>23 there is a privilege attached. So not every</p> <p>24 document that is referenced, if there is a</p> <p>25 privilege, you get access to, so we'll take a look</p>	

<p style="text-align: right;">142</p> <p>1 at it and consider your request.</p> <p>2 MR. KAUFMAN: Counsel, it does. When</p> <p>3 you rely on it in an affidavit, there is a</p> <p>4 principle you know called waiver.</p> <p>5 MR. GILBERT: I don't think it applies.</p> <p>6 MR. KAUFMAN: It, of course, applies to</p> <p>7 privilege and I will show you my case on that.</p> <p>8 MR. GILBERT: Well, you can do that,</p> <p>9 and I will take a look at it carefully after the</p> <p>10 examination.</p> <p>11 BY MR. KAUFMAN:</p> <p>12 694 Q. Thank you.</p> <p>13 First of all, I'll break that down.</p> <p>14 Will you provide to me in the email header the list</p> <p>15 of recipients and the list of senders and the date</p> <p>16 of that email chain, which is non-privileged</p> <p>17 information.</p> <p>18 U/A MR. GILBERT: I'll consider that. You</p> <p>19 are calling it non-privileged. I don't know.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 695 Q. Will you produce the list of</p> <p>22 recipients and senders on that email chain apart</p> <p>23 from any Counsel, lawyer/Counsel --</p> <p>24 MR. GILBERT: Same answer.</p> <p>25 MR. KAUFMAN: -- so it is</p>	<p style="text-align: right;">144</p> <p>1 call made or attendance taken.</p> <p>2 699 Q. No, but do you recall who else was</p> <p>3 in attendance by Zoom at that meeting?</p> <p>4 A. I don't.</p> <p>5 700 Q. Was Mr. Detlor in attendance at</p> <p>6 that meeting?</p> <p>7 A. Yes.</p> <p>8 701 Q. Was he there in attendance by Zoom</p> <p>9 or at the meeting?</p> <p>10 A. Everybody was -- everyone was by</p> <p>11 Zoom.</p> <p>12 702 Q. It was a Zoom meeting?</p> <p>13 A. That is what we did during the</p> <p>14 pandemic.</p> <p>15 703 Q. And how long was that Zoom call?</p> <p>16 A. Four hours, approximately.</p> <p>17 704 Q. And you said this was a regular</p> <p>18 standing meeting of the Council on a Saturday?</p> <p>19 A. Yes.</p> <p>20 705 Q. So what time did it start, what</p> <p>21 time did it end?</p> <p>22 A. Council starts at 10 o'clock, and</p> <p>23 it has to be done by 5:00.</p> <p>24 706 Q. And I take it in that time there</p> <p>25 were a number of issues discussed?</p>
<p style="text-align: right;">143</p> <p>1 non-privileged. Well, consider doesn't mean</p> <p>2 anything. Are you refusing --</p> <p>3 U/A MR. GILBERT: I told you, I'll take a</p> <p>4 look at it and get back to you in a reasonable</p> <p>5 time, say in three days, and tell you whether we</p> <p>6 are going to produce it or the basis of our</p> <p>7 objection.</p> <p>8 BY MR. KAUFMAN:</p> <p>9 696 Q. Will you also produce the contents</p> <p>10 of that email with the email header to show its</p> <p>11 authenticity in full and/or, alternatively, by</p> <p>12 redacting what you consider privileged information?</p> <p>13 U/A MR. GILBERT: The same. We'll take it</p> <p>14 all as part of the same request. Just put your</p> <p>15 questions on.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 697 Q. Thank you.</p> <p>18 You say in your affidavit that you</p> <p>19 observed that meeting on April 2, 2022, by Zoom</p> <p>20 conference; correct?</p> <p>21 A. Yes.</p> <p>22 698 Q. You were an observer. Were there</p> <p>23 any other observers at the April 2, 2022, meeting</p> <p>24 other than yourselves by Zoom?</p> <p>25 A. There was, but there was no roll</p>	<p style="text-align: right;">145</p> <p>1 A. Yes.</p> <p>2 707 Q. And were you in attendance at the</p> <p>3 whole meeting or only at the part involving whether</p> <p>4 you would be getting involved in the litigation?</p> <p>5 A. I was at the whole meeting.</p> <p>6 708 Q. And was there an agenda set out</p> <p>7 before the meeting?</p> <p>8 A. There was, but I don't know what</p> <p>9 it was.</p> <p>10 709 Q. There was, but you don't know what</p> <p>11 it was. What does that mean?</p> <p>12 A. It means they shared amongst</p> <p>13 themselves, the Chiefs and Clan Mothers and the</p> <p>14 Secretary. We don't get them. We see them after</p> <p>15 the fact sometimes.</p> <p>16 710 Q. So it is my understanding that a</p> <p>17 lot of Chiefs aren't technologically capable and</p> <p>18 won't attend by Zoom; is that a fair statement?</p> <p>19 A. No.</p> <p>20 711 Q. So all Chiefs, like all 49 Chiefs</p> <p>21 have Zoom capability; is that your evidence?</p> <p>22 A. Somebody in their family has, and</p> <p>23 that is who gets -- brings them on, whether it is a</p> <p>24 niece, a nephew.</p> <p>25 712 Q. I would just like to go back to a</p>

<p style="text-align: right;">146</p> <p>1 statement you made in the examination with Mr. 2 Shapiro, and you just repeated it with me. You 3 said something to the effect that there is no 4 separation between Chiefs and Clan Mothers and your 5 culture has respected women much longer than our 6 world has when we have National Mother's Day, and 7 that you have this long tradition of supporting and 8 respecting women. Is that a summary of what you 9 are trying to say? 10 A. I don't know what you said. 11 713 Q. Well, you did say -- you said 12 there is no separation between Chiefs and Clan 13 Mothers; do you recall making that statement? 14 A. Yes, yes. 15 714 Q. And you also referred to National 16 Mother's Day and said that you have been respecting 17 women for many, many years before National Mother's 18 Day came into being. 19 MR. GILBERT: I think it is 20 International Women's Day. 21 THE WITNESS: International Women's 22 Day, that is what I said. 23 BY MR. KAUFMAN: 24 715 Q. Thank you, oh, I apologize, 25 Women's Day.</p>	<p style="text-align: right;">148</p> <p>1 just Tribes and Bands of Indians. The Great Law 2 brought them together as a Nation, and that is 3 where it was codifying in the Great Law this role. 4 Look it, the Clan Mothers are the ones 5 that put who the Chief is going to be. They are 6 the ones who can take a Chief out too. Nobody else 7 can. A Clan Mother can. 8 So that is pretty good for a female, I 9 would say. 10 718 Q. Yeah, it gives Clan Mothers a lot 11 of power, doesn't it? 12 A. There is no power. Like they have 13 a responsibility. They have a heavy responsibility 14 as a Clan Mother, yes. 15 719 Q. And what is their heavy 16 responsibility? 17 A. Well, one is they have kids. The 18 other one would be to have her family in good 19 health. You know, like they are fed, they are 20 clothed, they are warm, they are raised in an 21 orderly manner, they are raised with spirituality, 22 yes. 23 720 Q. What is their responsibility in 24 respect of the Clan? 25 A. That is the leader of the Clan.</p>
<p style="text-align: right;">147</p> <p>1 A. And I said we had it before there 2 was anybody else on the continent. 3 716 Q. Right, and what did you have that 4 supported women before anyone else on the 5 continent? What was your view of the role of 6 women? 7 A. Well -- 8 MR. GILBERT: This is getting a little 9 far afield. 10 THE WITNESS: This is Great Law stuff. 11 MR. GILBERT: I don't know what it has 12 to do with the motion. 13 BY MR. KAUFMAN: 14 717 Q. It is a statement the witness 15 made, and I would like to test him on the 16 statement, pleads. And it is Great Law stuff. It 17 is highly relevant. 18 So can you explain what you meant by 19 that, that many -- for many years before, that you 20 respected women well before National Women's Day 21 came into being? 22 A. I understand now. Yeah, well, the 23 Great Law, it lays out the roles between women, the 24 men, the Chiefs, Clan Mothers, Faith-Keepers, the 25 Great Law lays it all out. Before that, they were</p>	<p style="text-align: right;">149</p> <p>1 She is the leader of the Clan. 2 721 Q. Thank you, I have no further 3 questions. 4 A. Thank you, nice to meet you. 5 MR. GILBERT: Does anybody else have 6 any other questions? We'll take a short break, and 7 come back if there is going to be re-exam, if there 8 is no other questions. 9 MR. TORTELL: I can advise for Ontario, 10 I did go to the trouble of getting a proper 11 headset, but in fact, as it turns out, I don't have 12 any questions this afternoon. 13 MR. GILBERT: Thank you. And for the 14 Federal Crown, Federal Government. 15 MR. JUNAID: Hi, yes, we won't be 16 having any further questions of this witness. 17 MR. GILBERT: Okay, why don't we take a 18 five-minute break, and we'll have Mr. Doolittle in 19 a different room and we'll come back. 20 -- RECESSED AT 1:41 P.M. 21 -- RESUMED AT 1:50 P.M. 22 RE-EXAMINATION BY MR. GILBERT: 23 722 Q. Mr. Doolittle, this morning Mr. 24 Shapiro asked you some questions. He referred you 25 to the affidavit of Colin Martin and he</p>

<p>1 specifically pointed out reference to a list of 2 different Territories and references to Tribes and 3 Bands. 4 Do you recall him asking questions this 5 morning about that? 6 A. Yes. 7 723 Q. He referred specifically to the 8 Akwesasne and I believe it was -- 9 A. The St. Regis. 10 724 Q. And St. Regis, yes. And he asked 11 whether HCCC spoke for these particular Bands or 12 Tribes, and I believe your answer was no. And my 13 question is, in respect of the HCCC and the 14 Confederacy, who does the HCCC speak for? What 15 does it represent? What is its role? 16 A. The Haudenosaunee people. Now, 17 they may have those Band entities and Tribe 18 entities and they can be whatever they are, but 19 they are still Haudenosaunee people there that 20 aren't -- they don't actually govern to there. We 21 are still counted as Haudenosaunee people, you 22 know. But they don't bring any of that Tribe 23 or any other kind of adjective stuff with them. 24 THE COURT REPORTER: I'm sorry, sir, I 25 am just having trouble hearing you when you are</p>	<p>150</p>	<p>1 REPORTER'S CERTIFICATE 2 3 I, DEANA SANTEDICOLA, RPR, CRR, 4 CSR, Certified Shorthand Reporter, certify: 5 That the foregoing proceedings were 6 taken before me at the time and place therein set 7 forth, at which time the witness was put under oath 8 by me; 9 That the testimony of the witness 10 and all objections made at the time of the 11 examination were recorded stenographically by me 12 and were thereafter transcribed; 13 That the foregoing is a true and 14 correct transcript of my shorthand notes so taken. 15 16 17 Dated this 12th day of March, 2023. 18 19 20 21 22  23 NEESONS, A VERITEXT COMPANY 24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR 25</p>	<p>152</p>
<p>1 facing Mr. Gilbert. So you said "But they don't 2 bring any of that Tribe or..." 3 MR. GILBERT: He said "adjective stuff 4 with them". 5 THE COURT REPORTER: Thank you. 6 THE WITNESS: Sorry. 7 MR. GILBERT: That is all the questions 8 I have. Thank you, everyone. 9 MR. SHAPIRO: No re-cross here. 10 11 -- Adjourned at 1:52 p.m. 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>151</p>		

TAB 1



Court File No. CV-18-594281-0000

**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 HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

NOTICE OF EXAMINATION

TO: Brian Doolittle, a representative of the Moving Party, the Haudenosaunee Development Institute (“HDI”)

YOU ARE REQUIRED TO ATTEND

By video conference

at the following location:

Zoom coordinates to be provided

on March 8, 2023 at 10:00 a.m. for:

Cross-examination on your affidavit affirmed June 10, 2022 (the “**Affidavit**”) and your supplementary affidavit affirmed July 6, 2022 (the “**Supplementary Affidavit**”).

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. Any expert reports in the possession of HDI, the Haudenosaunee Confederacy Chiefs Council (“HCCC”), or the Haudenosaunee Confederacy (“HC”) related to the issues in this court action.
2. Any meeting minutes of the HDI and the HCCC, and communications to you from the HDI and the HCCC, regarding this court action.
3. Any originating processes and court pleadings of the HDI and the HCCC in any Canadian or US court.
4. Any documents related to the recognition or jurisdiction of Canadian or US courts by the HDI and the HCCC.
5. All financial statements, whether audited or unaudited, of HDI from 2009 to present.
6. All financial statements of HCCC and any entity controlled or governed by the HCCC from 2009 to present, whether audited or unaudited.
7. Articles of incorporation, all annual returns or filings, and financial statements from 2009 to present for entities relating to HDI, including but not limited to:
 - (a) 2438543 Ontario Inc.; and
 - (b) Ogwawihsta Dedwahsnye.
8. Any communications or notes of communications between the HDI and/or the HCCC and the defendants Canada and/or Ontario regarding this court action.

9. Any communications between the HDI and/or the HCCC and Haudenosaunee bands, tribes, or longhouses concerning this court action, and notes of any such communications. This excludes Court-ordered notices sent by HDI pursuant to court orders of Justices Sanfilippo and Akbarali.
10. Any membership codes or documents setting out the membership criteria for the HDI and the HCCC.
11. Any affidavits or other evidence filed in *Haudenosaunee Development Institute v. Ontario (Minister of the Environment)* (Divisional Court File No. 426/21).
12. With reference to the Affidavit:
 - (a) any documentation evidencing the creation of the HDI, and the HCCC's authorization to create the HDI, referenced in paragraph 13;
 - (b) any documentation evidencing your appointment as a "Delegate" with the HDI referenced in paragraph 13 and any documents describing the mandate or responsibilities of a "Delegate";
 - (c) any documentation listing and/or describing the "other HCCC-sanctioned entities" referenced in paragraph 14;
 - (d) the "applications for proposed development in Haudenosaunee Lands" referenced in paragraph 19;
 - (e) any documentation or meeting minutes evidencing the HCCC's resolution to authorize HDI to intervene in this court action on April 2, 2022 referenced in paragraph 24; and
 - (f) any documentation or meeting minutes of the April 2, 2022 meeting referenced in paragraph 25.

13. Other than documents already attached to the Affidavit and the Supplementary Affidavit, all communications or notes of communications between the HDI, the HCCC, and/or the HC and the defendants Canada and/or Ontario regarding this court action referenced in paragraph 6 of the Supplementary Affidavit.

14. Any documentation evidencing your, the HDI's, and the HCCC's awareness of this court action dating to when it was commenced in the 1990s. This includes but is not limited to internal communications and public/media reports.

15. Your contract of employment with HDI or documentation showing your position with HDI and/or the HCCC and/or any related entities.

February 21, 2023

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Lawyers for His Majesty The King in Right of Ontario

SIX NATIONS OF THE GRAND
RIVER BAND OF INDIANS
Plaintiff

-and- THE ATTORNEY GENERAL
OF CANADA et al.
Defendants

-and- THE HAUDENOSAUNEE
DEVELOPMENT INSTITUTE et al.
Moving Party

Court File No. CV-18-594281-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brantford and transferred
to Toronto

NOTICE OF EXAMINATION

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Lawyers for the Plaintiff

TAB 2

Reonegro, Elena

From: Thomas Dumigan <tdumigan@gilbertslaw.ca>
Sent: Tuesday, March 7, 2023 12:15 PM
To: Antonios, Iris; Shapiro, Max; Sheppard, Gregory; Torrance, Rebecca; Town, Brittany; Reonegro, Elena; Robert Janes
Cc: Tim Gilbert; Colin Carruthers; Dylan Gibbs; Jonathan Martin; Carol Fung; HDI Team
Subject: Inquiry to HDI from Councilor Miller
Attachments: Feb 27 Letter to HDI.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

External Email | Courrier électronique externe

Dear Counsel,

We write regarding a piece of correspondence dated February 27, 2023 (but sent March 2, 2023) from Helen Miller – one of the affiants tendered in support of the Plaintiff’s response to HDI’s motion to intervene in the above-noted proceeding – to our client, HDI. In her letter, Councilor Miller requests detailed information and related documentation by February 28 (*1 day after the date on the face of the letter, and 2 days before the letter was sent*). A copy of this correspondence is attached for your reference.

Given the parties have just started 3 weeks of cross-examinations, during which Councilor Miller and Mr. Saul (and multiple other HDI affiants) will be cross-examined on their respective affidavits, our client is of the view that it is an inappropriate time to be engaging in this manner.

Our client stands by Mr. Saul’s statement that if a member of the community has questions about HDI’s business, they simply need to ask. But in our view, Councilor Miller’s request ignores that: (a) much of the information sought in her letter is included in/attached to Mr. Saul’s affidavit, which she claims to have reviewed (or which will be elicited during Mr. Saul’s cross-examination); and (b) the practical reality of the time it would take to respond to her broad requests.

Given the circumstances, we would be grateful if you would advise Councilor Miller accordingly.

We further note that you had indicated at Mr. Saul’s examination today that your client “reserved” the right to further questioning subject to HDI’s response to Councilor Miller’s letter. We do not believe that is appropriate. In the litigation, your client served a notice of examination requesting documents, to which we responded, and has had the opportunity to ask Mr. Saul relevant questions at his cross-examination. That litigation entitlement is not affected by a separate and pending inquiry to HDI from Councilor Miller outside of the litigation.

Best,

Thomas

Thomas Dumigan - He/Him
Gilbert's LLP
Lawyers | Patent and Trademark Agents

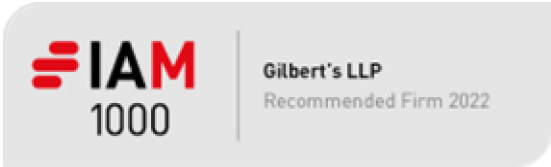
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Helen Miller
helenmiller@sixnations.ca

February 27, 2023

Haudenosaunee Development Institute
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Ohsweken, Ontario N0A 1M0
E-mail: info@hdi.land

Request for HDI Financial Information

Dear HDI,

I have reviewed the affidavit of Richard Saul dated February 6. I saw that Mr. Saul calls himself a consultant for HDI and says that his role primarily relates to financial management for HDI.

I was interested where Mr. Saul said in his affidavit that if a community member has questions about HDI's business "they simply need to ask."

I am a member of the Haudenosaunee community that lives in Ohsweken and am writing to take Mr. Saul up on his offer to be provided with information about HDI. Please answer the following questions:

1. How much money has HDI made in each of the last 6 years going back to 2017?
2. Where specifically did that money come from?
3. Where specifically did that money go?

I am also asking for HDI to share whatever documents there are that answer these questions.

Please respond to me at the email address above by Tuesday February 28.

If I do not hear from you by then, I will assume that HDI does not intend to answer these questions.

Sincerely,

Helen Miller

TAB 3



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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 HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO**

Defendants

and

**THE HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND
BRIAN DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE
CONFEDERACY CHIEFS COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE
CONFEDERACY**

Intervenor

**DRAFT STATEMENT OF DEFENCE, COUNTERCLAIM, AND
CROSSCLAIM OF THE INTERVENOR**

September 9, 2022

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DRAFT**STATEMENT OF DEFENCE****A. Overview**

1. The plaintiff's action concerns the rights of the Haudenosaunee. The Haudenosaunee are also known as the "Six Nations" or "Iroquois". The identity of the collective rightsholder is a core question for determination in the trial of this action, and the participation of the Haudenosaunee Confederacy—the treaty counterparty and correct collective rightsholder—is of paramount importance.

2. The Haudenosaunee Confederacy is a confederacy of Nations formed in time immemorial, long before European contact in North America. The Haudenosaunee Confederacy has for many centuries had a representative government comprised of, *inter alia*, Chiefs and Clan Mothers. The Haudenosaunee Confederacy's representative government continues to be active to this day, despite admitted historical suppression by the Crown, including via imposition of the *Indian Act* upon the Haudenosaunee in 1924.

3. The facts, acts, and occurrences pleaded in the plaintiff's action concern the Haudenosaunee Confederacy, its Chiefs, and its representatives. The plaintiff's existence long post-dates the Haudenosaunee Confederacy—it is a creation of the *Indian Act* and does not represent the Haudenosaunee Confederacy or the Haudenosaunee People. The plaintiff did not exist at the time of and does not represent the collective beneficiary(ies) of the relevant treaties, transactions, and agreements (which are as between the Haudenosaunee Confederacy and the Crown).

4. The Chiefs of the Haudenosaunee Confederacy have authority to, and do, act on behalf of the entire Haudenosaunee Confederacy, its citizens, and its Peoples. For the purposes of this

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litigation, the Chiefs of the Haudenosaunee Confederacy sitting on the Haudenosaunee Confederacy Chiefs Council (“HCCC”) have delegated their authority to a department of the HCCC, the Haudenosaunee Development Institute (“HDI”), to represent the interests of the Haudenosaunee, pursuant to Haudenosaunee Law and at HCCC's direction.

5. The Haudenosaunee have had a centuries-long relationship with the defendants in this action. The plaintiff has not. The Haudenosaunee Confederacy’s participation and evidence is necessary and directly relevant for the Court’s determination of the issues in this action, including (a) the identity of the collective rightsholder, (b) the rights and interests of the Haudenosaunee vis-à-vis the Crown, and (c) the Crown’s breaches of its obligations to the Haudenosaunee.

B. Allegations in the Statement of Claim

6. Except as expressly admitted herein, the Intervenor, the Haudenosaunee Development Institute (Aaron Detlor and Brian Doolittle), as appointed by the Haudenosaunee Confederacy Chiefs Council, on behalf of the Haudenosaunee Confederacy, denies all allegations in the Further Amended Statement of Claim dated June 10, 2022 (the “**Statement of Claim**”).

7. In respect of paragraphs 2-4 of the Statement of Claim, see paragraphs 13 to 15, below.

8. In respect of paragraph 20 of the Statement of Claim, the Intervenor admits that the legislation listed therein was enacted.

9. In respect of paragraph 21 of the Statement of Claim, the Intervenor admits that Six Nations Reserve No. 40 comprises less than 4.8% of the land in the Haldimand Tract (defined below).

10. In respect of paragraphs 5-7, 23-73, 75-81 see paragraphs 55 and 56, below.

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11. The Intervenor has no knowledge of the allegations in paragraphs 8 and 74.
12. The Intervenor admits the first sentence of paragraph 83 of the Statement of Claim, but has no knowledge of the allegations in subparagraphs (a) and (b) thereof.

C. The Parties

13. The plaintiff, the Six Nations of the Grand River Band of Indians, is a “band” within the meaning of the *Indian Act*. It represents, at most, the members of the “band”. It does not represent the “Six Nations” (*i.e.*, the Haudenosaunee), which are an Indigenous People.

14. The defendant, the Attorney General of Canada, represents Her Majesty the Queen in right of Canada (the “**Canadian Crown**”), pursuant to section 23(1) of the *Crown Liability and Proceedings Act*, RSC 1985, c C-50, as amended. The Canadian Crown is the purported successor in Canada to His Majesty the King or Her Majesty the Queen (the “**British Crown**”) and, to the extent such purported succession is legitimate despite being made without the consent or engagement of the Haudenosaunee Confederacy, is therefore subject to all the obligations, duties, and liabilities the Crown has had or owed to the Haudenosaunee Confederacy (except for those duties, obligations, and liabilities conferred or imposed upon the defendant, Her Majesty the Queen in Right of Ontario, under the *Constitution Act, 1867* or otherwise).

15. The defendant, Her Majesty the Queen in Right of Ontario (the “**Provincial Crown**”; and together with the Canadian Crown and British Crown, the “**Crown**”) is the successor in the Province of Ontario to, and is subject to all of the obligations, duties and liabilities which the British Crown has had or owed to the Haudenosaunee insofar as the Canadian Crown is in fact the legitimate successor in Canada to the British Crown (except for those obligations, duties and

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liabilities conferred or imposed upon the Canadian Crown, under the *Constitution Act, 1867* or otherwise).

D. The Haudenosaunee (also known as the “Iroquois” or “Six Nations”)***i. The Haudenosaunee Confederacy***

16. The “**Haudenosaunee Confederacy**” is a confederacy of Nations formed in time immemorial, long before European contact in North America.

17. The Haudenosaunee Confederacy has been known by many names throughout its long history, including the “Five Nations”, the “Six Nations”, the “Iroquois League”, the “Iroquois Confederacy”, *Hodínöhšö:ni:h* (in English, “Haudenosaunee”, meaning “People of the Longhouse”), and *Wisk Nihohnohwhentsiake* (meaning the “League of the Five Nations”).

18. The original five Nations of the Haudenosaunee Confederacy are the Mohawk, Oneida, Onondaga, Cayuga, and Seneca Peoples. The “sixth Nation” is the Tuscarora Nation, which joined the Haudenosaunee Confederacy in or around 1722. Other Nations have been welcomed into the Confederacy including the Delaware Nation, the Wyandot Nation, and the Tutela Nation.

ii. The Haudenosaunee

19. The citizens of the Haudenosaunee Confederacy are the “**Haudenosaunee**” or “Six Nations” People (this pleading uses “Haudenosaunee” to avoid confusion with the definition of “Six Nations” in the Statement of Claim, where “Six Nations” is defined as a specific “band” under the *Indian Act*—the “Six Nations of the Grand River Band of Indians”—rather than the entirety of the Six Nations collective).

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20. The Haudenosaunee share language, customs, tradition, law, governance, historical experience, territory, and resources, and have done so since time immemorial. The Haudenosaunee are one people, and their collective identity is not determined by registration in/to *Indian Act* “bands” by the Canadian Federal Government or “tribes” by the American Federal Government. Today, the Haudenosaunee Confederacy consists of over one hundred thousand Haudenosaunee citizens living throughout Northeast North America.

iii. Haudenosaunee Governance

21. The Haudenosaunee Confederacy has, and has had since time immemorial, a representative government comprised of Chiefs and Clan Mothers. The Chiefs and Clan Mothers are, and continue to be, considered among the Haudenosaunee to comprise their legitimate governing representatives.

22. Pursuant to Haudenosaunee Law, the Chiefs of the Haudenosaunee Confederacy have the authority of the Haudenosaunee to enter into treaties and, *inter alia*, protect the treaty rights and interests of the Haudenosaunee. They have (and have had) the authority to delegate that authority.

23. “**Grand Council**” refers to the governmental meeting of Chiefs of the Haudenosaunee Confederacy. It has operated for centuries, long prior to European contact in North America, and continues to operate. It is the governing authority for the Haudenosaunee and approved all treaties with the Haudenosaunee post-European contact. The Haudenosaunee Confederacy Chiefs Council (*i.e.*, the “HCCC”) is the council of Chiefs of the Haudenosaunee Confederacy that have been continuously holding Council at Ohsweken for over 230 years.

24. The Chiefs of the HCCC are empowered by Haudenosaunee Law to make decisions and resolutions concerning the interests of the Haudenosaunee, including as related to land within the

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borders of present-day Canada. The HCCC has the authority to represent the interests of the Haudenosaunee Confederacy and its citizens (and, as described above, to delegate that authority).

E. The Haudenosaunee Relationship with the Crown: Nation-to-Nation

25. The Haudenosaunee lived in northeastern North America, including in present-day Ontario and New York State, for many centuries prior to European contact in North America. Following European contact, and as early as 1613, the Haudenosaunee developed Nation-to-Nation treaty relationships with European powers, including with the Crown, to which the defendants are now subject and bound.

26. The treaty rights of the Haudenosaunee are established and have never been extinguished. The rights of the Haudenosaunee, including rights recognized by the Haldimand Proclamation of 1784 (defined and described further below), are recognized and affirmed in Canadian law pursuant to subsection 35(1) of the *Constitution Act, 1982*.

27. The Crown also owes a fiduciary duty to the Haudenosaunee, pursuant to, *inter alia*, (a) its long-standing treaty relationship described further below, (b) the Honour of the Crown, and (c) the Crown's assertion of sovereignty over Haudenosaunee territory and attempt to exert control over the Haudenosaunee, whether lawful or not, through colonialism over the past four centuries.

i. Two Row Wampum (Teioháte Kaswenta)

28. The Two Row Wampum treaty was established between the Haudenosaunee and the Dutch in the early 1600s. It is reflected by a wampum belt which records the agreement, depicted below:

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29. The Two Row Wampum belt is comprised of white wampum, representing peace, with two parallel rows of purple wampum. The two purple rows represent two vessels (a canoe to represent the Haudenosaunee Confederacy and a ship to represent the Dutch) traveling in parallel down a river, representing life. The white space between the purple rows represents a sacred space of reconciliation, whereby there is to be mediation between the laws, customs, and traditions of the ship with those of the canoe to resolve disputes without violence, coercion, or conflict. While the two vessels are moving in parallel, they are connected by a rope and, later, a chain with three links representing the values of friendship, good mind, and everlasting peace.

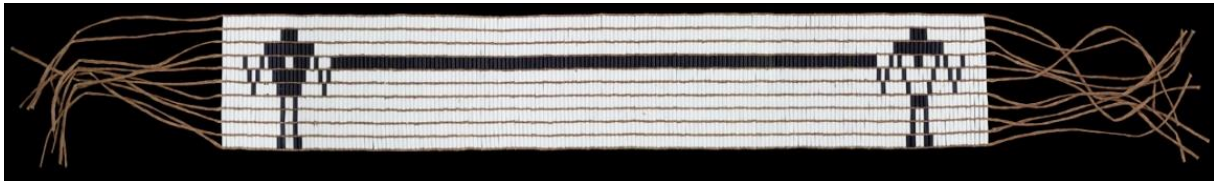
30. The nature of the relationship was that each group would maintain its own laws, customs, beliefs, traditions, and sovereignty, and that the two groups would respect one another's autonomy without interfering in one another's governance or belief.

ii. The Silver Covenant Chain

31. In 1664-1667, following the defeat of the Dutch in North America by the British, the Haudenosaunee Confederacy Chiefs and representatives of the British Crown held a series of treaty councils. Minutes of these treaty councils reveal that the British Crown was aware of the Two Row Wampum and was desirous of coming to a similar agreement.

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32. From these discussions, the Haudenosaunee Confederacy and British Crown formed a treaty relationship referred to as the “Silver Chain Covenant” (or, simply the “Covenant Chain”). As with the Two Row Wampum, the Silver Chain Covenant was recorded in a wampum belt comprised of white wampum and two figures of purple wampum at either end connected by a line of purple wampum. The “Silver Chain Covenant” is a commitment to mutual communications, assistance, and defense—the agreement contemplated one side of the belt “pulling” on the chain to alert the other. The wampum belt for the Silver Chain Covenant is depicted below:



33. The Silver Chain Covenant is premised on a recognition of equality between the Haudenosaunee and the British, and is based on principles of mutual respect, trust, and friendship—the elements needed to create perpetual peace.

34. As with the Two Row, where disputes arise between the Haudenosaunee Confederacy and the colonizer group (in this case, the British), the two are to resolve the dispute without violence, coercion, or conflict, while respecting the autonomy and sovereignty of the other.

35. Both the Haudenosaunee and the British Crown recognized the Silver Covenant Chain would have to be “repolished” from time to time, a metaphor for reaffirming the treaty agreement.

DRAFT**F. Haudenosaunee Land Rights***i. Nanfan/Fort Albany Treaty of 1701*

36. At the time of and following European Contact in North America, the Haudenosaunee occupied an immense geographical area in modern-day Canada and the United States, known as the “Beaver Hunting Grounds” or simply, the “Hunting Grounds”. The “Hunting Grounds” is a colloquial reference to the Great Lakes Watershed and includes present-day southwest Ontario, including what would later be identified as the Haldimand Tract. As such, the Haudenosaunee were an important trading partner with the Crown since the beginning of their treaty relationship.

37. In 1701, Chiefs representing the Haudenosaunee Confederacy and representatives of the British Crown met at Fort Albany and entered into a treaty, pursuant to which the British pledged to protect the right of the Haudenosaunee to free and undisturbed use and occupation within a specified area of the Hunting Grounds in perpetuity (the “**Nanfan/Fort Albany Treaty of 1701**”).

38. On September 14, 1726, the Nanfan/Fort Albany Treaty of 1701 was re-affirmed at a conference in New York (the “**1726 Reaffirmation**”).

39. The Nanfan/Fort Albany Treaty of 1701 was also referenced in a letter dated April 16, 1755, wherein Major-General Edward Braddock, Commander-in-Chief in North America, instructed Sir William Johnson (then Colonel) to produce a deed to the Six Nations and recite instructions to take up arms against French incursion. In the letter, Braddock referred to the Nanfan/Fort Albany Treaty of 1701 and the 1726 Reaffirmation and instructed Johnson as follows:

“You are in my Name to Assure the Saied Nations that I am come by his Majesty’s Order to destroy all ye saied Forts & to build such others as shall protect & Secure the saied Lands to them their Heirs & Successors for ever according to ye Intent & Spirit

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of the Saied Treaty & therefore *call upon them to take up the Hatchet & Come & take Possession of their own Lands*” (emphasis added).

40. The territory of the Nanfan/Fort Albany Treaty of 1701 was depicted in a map made by Samuel Clowes in 1701 that accompanied the treaty text. Subsequently, a map commissioned by the Crown was made by John Mitchell dated February 13, 1755 (the “**Mitchell Map**”). The Mitchell Map confirmed the British and French Dominions in North America, including Haudenosaunee territory. The Mitchell Map was later used a primary geographical source during the Treaty of Paris of 1783.

41. By the time of the Haldimand Proclamation of 1784, described below, the Haudenosaunee already had rights in the territory covered by the Haldimand Proclamation pursuant to, *inter alia*, the Nanfan/Fort Albany Treaty of 1701. The Haudenosaunee Confederacy continues to have those rights today, and they have not been extinguished.

ii. Haldimand Proclamation of 1784

42. During the American Revolutionary War, much of the Haudenosaunee Confederacy allied with the British Crown. Both before and during the American Revolutionary War, in keeping with the principles of the Silver Covenant Chain, British military leaders promised the Haudenosaunee that, in the event of a British loss, the Crown would compensate any territorial losses experienced by their Haudenosaunee allies.

43. When the American Revolutionary War ended, a large portion of territory of the Haudenosaunee Confederacy fell within the borders of the newly formed United States of America pursuant to the *Treaty of Paris* of 1783, which officially ended the war. However, the *Treaty of*

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Paris failed to address the compensation for territorial losses promised to the Haudenosaunee by the British Crown.

44. In consideration of the losses sustained by the Haudenosaunee Confederacy and its support of the British forces through the American Revolutionary War, the British Crown began negotiating with the Haudenosaunee Confederacy to identify suitable land for the Haudenosaunee. The British Crown and the Haudenosaunee Confederacy negotiated and agreed upon a suitable site along the Grand River, north of Lake Erie, which was in a territory familiar to the Haudenosaunee.

45. On October 24, 1784, Frederick Haldimand, on behalf of the Crown, declared those agreed-upon lands along the Grand River, the property of the “Six Nations” (*i.e.*, the Haudenosaunee) in the following proclamation known as the “**Haldimand Proclamation**”:

Whereas His Majesty having been pleased to direct that in Consideration of the early Attachment to his Cause manifested by the Mohawk Indians, & of the loss of their Settlement they thereby sustained that a convenient Tract of Land under His Protection should be chosen as a Safe & Comfortable Retreat for them & others of the Six Nations who have either lost their Settlements within the Territory of the American States, or wish to retire from them to the British—I have, at the earnest Desire of many of these His Majesty’s Faithfull Allies purchased a Tract of Land, from the Indians situated between the Lakes Ontario, Erie and Huron, and I do hereby in His Majesty’s name authorize and permit the said Mohawk Nation, and such other of the Six Nations Indians as wish to settle in that Quarter to take Possession of, & Settle upon the banks of the River commonly called Ours [Ouse] or Grand River, running into Lake Erie, allotting to them for that purpose Six Miles Deep from each Side of the River beginning at Lake Erie, & extending in that Proportion to the Head of the said River, which them & their Posterity are to enjoy for ever.

46. The land described in the Haldimand Proclamation is approximately 950,000 acres in southwest Ontario along the Grand River beginning at its mouth at Lake Erie north to “the head of said river” (modern day Dundalk, ON) (the “**Haldimand Tract**”).

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47. The Haldimand Proclamation is or reflects a treaty, within the meaning of section 35 of the *Constitution Act, 1982*.

48. The Haldimand Proclamation affirms the rights of all Haudenosaunee people, not a subset thereof. Rights under the Haldimand Proclamation were not and are not dependent on, for example, registration with (or eligibility to register with) a particular *Indian Act* band.

iii. *Simcoe Patent of 1793*

49. In January 1793, Lieutenant Governor of Upper Canada, Lord John Graves Simcoe, issued a deed to a portion of the Haldimand Tract (the “**Simcoe Patent**”). In so doing, Simcoe purported to remove one-third of the territory declared to the Haudenosaunee in the Haldimand Proclamation. Simcoe also declared that the Haudenosaunee had no right to convey their lands through lease or sale to anyone but the Crown.

50. The Simcoe Patent is not consistent with the Haldimand Proclamation, either in terms of (a) the territory granted or (b) the purported restrictions on that grant. The Haudenosaunee have and continue to denounce its validity.

51. If the Simcoe Patent is valid, the Haudenosaunee are the beneficiaries and/or counterparty thereto, not any subset thereof or any *Indian Act* band.

iv. *Governor Instructions of 1812 Inform Land Rights*

52. In 1812, the Governor General of Upper Canada (*i.e.*, the Crown’s authorized representative), issued “Instructions for the Good Government of the Indian Department” (the “**1812 Governor Instructions**”).

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53. The 1812 Governor Instructions confirm the Haudenosaunee understanding of the rights enshrined by the Haldimand Proclamation. Specifically, the 1812 Governor Instructions provide, *inter alia*, that:

- a. where the Crown wanted “Indian territory” for public services in the provinces, the land had to be purchased—that is, the land was not already owned by the Crown;
- b. all purchase of lands from First Nations were to be made according to the “ancient usages and customs of the Indians, the Principle Chiefs and leading men of the Nation, or Nations, to whom the Lands belong”—that is, the land the Crown sought from First Nations “belong[ed]” to the First Nation, not the Crown;
- c. lands purchased from First Nations were to be pursuant to “deeds of conveyance” from the First Nation to the Crown—that is, the Crown understood First Nations to own land; and
- d. the Crown viewed the purchase of lands from First Nations as treaties—that is, negotiations for the purchase of lands were Nation-to-Nation in nature, not negotiations as between the Crown and its subjects.

54. The 1812 Governor Instructions also confirm the Crown’s fiduciary obligations to the Haudenosaunee.

G. Crown Breaches of Obligations owing to the Haudenosaunee

55. The Intervenor admits and relies upon the allegations contained in the following paragraphs of the plaintiff’s Statement of Claim in respect of the Crown’s breaches of obligations, subject to the clarification that reference to “Six Nations” therein ought to be to the Haudenosaunee, not to

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the “Six Nations of the Grand River Band of Indians”, which is not the collective rightsholder (this clarification applies including in respect of the “Six Nations Trust” and “Six Nations Lands” described in the Statement of Claim, which are and should be for the benefit of the Haudenosaunee):

- a. Paragraphs 5-7; and
 - b. Paragraphs 23 to 73
 - c. Paragraphs 75 to 76; and
 - d. Paragraph 81 (the Intervenor has no knowledge of the allegations in paragraphs 77-80, but the Haudenosaunee collective is entitled to any benefit arising from the events alleged, as they concern collective rights of the Haudenosaunee Confederacy).
56. For clarity:
- a. all Haudenosaunee dealings with the Crown in respect of Haudenosaunee lands (including the Haldimand Tract) were by, on behalf of, and for the benefit of the entire Haudenosaunee collective;
 - b. no dealings of the Haudenosaunee (including via their Chiefs and delegates) with the Crown were for the benefit of a narrow subset of the Haudenosaunee defined with reference to registration or eligibility for registration with a particular band under the *Indian Act*, contrary to the plaintiff’s position that it, as an *Indian Act* “band”, is the collective; and

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- c. the citizens of the Haudenosaunee Confederacy are entitled to the assets, compensation, damages, and accounting sought from the Crown in respect of breaches concerning Haudenosaunee land, including the Haldimand Tract and Six Nations Reserve No. 40.

H. The “Six Nations of the Grand River Band of Indians” is not the Collective

57. The plaintiff, “Six Nations of the Grand River Band of Indians” (the “**SNGR Band**”), is not the collective rightsholder of the Haudenosaunee. The SNGR Band is not the “Six Nations” at large. The SNGR Band is not a treaty counterparty with either Crown defendant, nor is it representative of a treaty counterparty with either Crown defendant.

58. The Haudenosaunee Confederacy is the collective rightsholder in respect of the assertions against the Crown in this action. No *Indian Act* band or band council represents the collective rights and interests of the whole Haudenosaunee Confederacy and its citizens.

i. The “Six Nations of the Grand River Band” is not the “Six Nations”

59. The SNGR Band is not the same as, and is not representative of, the “Six Nations”.

60. The “Six Nations” are the Haudenosaunee, also known as the Iroquois; they are an Indigenous People.

61. The SNGR Band is a creation of Canadian federal legislation representing no more than a small fraction of the Haudenosaunee collective.

62. The division of the Haudenosaunee people into “bands” is of no import for the collective rights and interests of the Haudenosaunee. The Haudenosaunee are, regardless of any decision by the Canadian or American government to slot them into discrete “bands” and “tribes”, one collective.

DRAFT**ii. “Six Nations of the Grand River Band of Indians” is not the Counterparty or Beneficiary**

63. This litigation seeks to adjudicate collective rights arising from the Haldimand Proclamation, which on its face, concerns rights of the “*Mohawk Nation and such others of the Six Nations Indians*” as well as “*their posterity*”, forever (*i.e.*, rights of all Haudenosaunee).

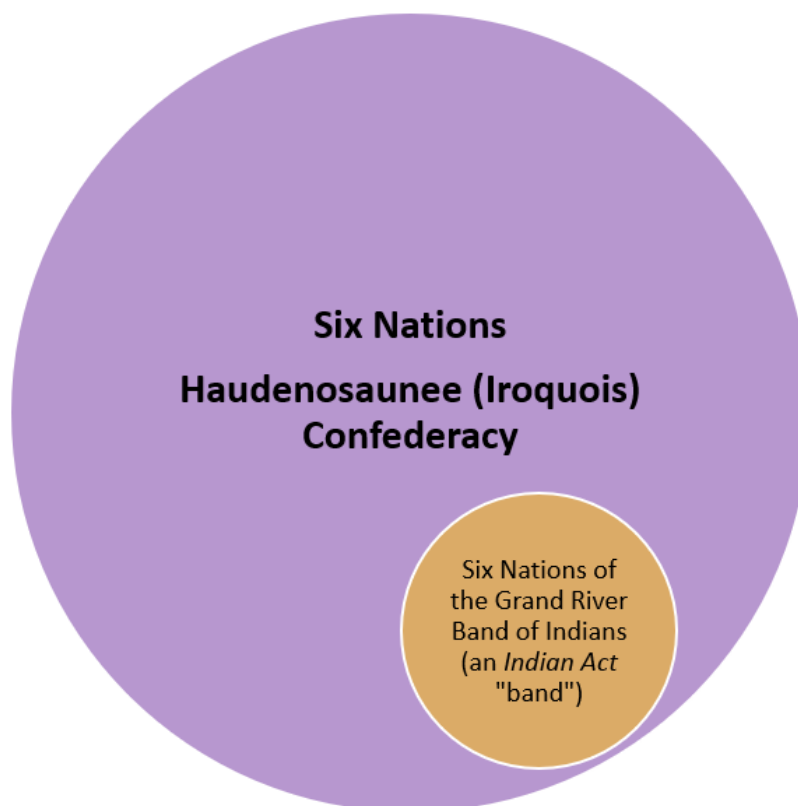
64. The litigation concerns the rights and interests of the Haudenosaunee, based on treaties and other agreements and obligations existing between the Haudenosaunee and the defendant Crowns. The litigation concerns collective rights and interests of the Haudenosaunee, not rights and interests confined to the SNGR Band.

65. There are no treaties between the SNGR Band and the Crown defendants. The SNGR Band is not, nor is it representative of, the counterparty/beneficiary of, *inter alia*, the Haldimand Proclamation of 1784 and the Simcoe Patent of 1793 (if lawful). The SNGR Band did not exist in 1784 or 1793. The Haudenosaunee are the only possible counterparty to and/or beneficiary of, *inter alia*, the Haldimand Proclamation and (if lawful) the Simcoe Patent.

66. The various transactions at issue in the action also concern the Haudenosaunee and the defendant Crowns (or their representatives). For instance, the SNGR Band’s statement of claim alleges certain conduct by “Six Nations in council” as early as 1831—these references can only be to conduct of the Chiefs of the Haudenosaunee, the only “council” at the time. The SNGR Band did not exist in 1831. The Chiefs of the Haudenosaunee acted on behalf of the Haudenosaunee Confederacy as a whole, not any subset thereof, and not the SNGR Band.

DRAFT**iii. “Six Nations of the Grand River Band of Indians” Represents at best a Fraction of the Haudenosaunee Collective**

67. Despite the breadth of the collective rights at issue, the SNGR Band represents only a small fraction of individuals registered under the *Indian Act* who may or may not be Haudenosaunee:



68. The SNGR Band or its *Indian Act* council has no authority to speak for the Haudenosaunee Confederacy. For example, there are at least 80,000 Haudenosaunee not “registered” to the SNGR Band under the *Indian Act* who are unrepresented in the litigation through the plaintiff, despite being part of the collective.

69. The Haudenosaunee are only represented as a whole by the Chiefs of the Haudenosaunee Confederacy, or their delegates where applicable.

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70. In addition to not representing the collective, most Haudenosaunee even within Six Nations Reserve No. 40 (a Haudenosaunee reserve comprised of a small portion of the Haldimand Tract, also known as the Six Nations of the Grand River Reserve) do not view the council of the SNGR Band to be their legitimate governing body. They instead view the Haudenosaunee Confederacy Chiefs and Clan Mothers as comprising their legitimate government—this is illustrated by the fact that voter turnout at Six Nations Reserve No. 40 for the council of the SNGR Band has, since its imposition nearly 100 years ago, always been extremely low.

I. The Imposition of the Band Council on the Haudenosaunee and Historic Suppression of the Confederacy Chiefs***i. Efforts to Silence Haudenosaunee Complaints against the Crown***

71. In the early 1920s, the HCCC hired a lawyer (A.G. Chisolm) to prepare a claim against the Canadian and British governments with respect to various disputes on matters related to infringement of national sovereignty, misappropriation of trust funds, etc.

72. In 1921 and 1923, the HCCC sent Deskaheh, a Cayuga Chief, to London and Geneva to assert Haudenosaunee sovereignty and carry their case before the League of Nations.

73. On August 6, 1923, Deskaheh delivered a document entitled “The Redman’s Appeal for Justice” to the Honourable Sir James Eric Drummond, Secretary-General of the League of Nations. This submission refers to many of the same breaches of the treaty rights and fiduciary obligations alleged by the plaintiff in this action.

74. The Redman’s Appeal for Justice also notes that the Federal Crown refused to submit these breaches to arbitration: “The Six Nations have within the year last past and with the acquiescence of the Imperial Government of Great Britain, negotiated at length through its Council with the

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Government of the Dominion of Canada for arbitration of all the above-mentioned matters of dispute, when the Six Nations offered to join in submission of the same to impartial arbitration, and offered also to treat for establishing satisfactory relations, but those offers were not accepted”.

ii. Suppression and Displacement of the HCCC by the Indian Act

75. In direct response to the HCCC’s attempts to prosecute its claims against the Canadian and Imperial Crowns at the League of Nations, the Canadian Crown: (a) imposed an *Indian Act* Council (the “*Indian Act Council*”); and (b) amended the *Indian Act* to make it an offence for the HCCC to raise funds to advance its claim against the Crown.

76. The Canadian Crown imposed the *Indian Act* Council on the Haudenosaunee in 1924 to displace the HCCC. This was pursuant to the Committee of the Privy Council’s Order No. 1629, dated September 17, 1924 (“**PC 1629**”). PC 1629 was based upon a report from Lt. Col. Andrew T. Thompson dated November 22, 1923 (the “**Thompson Report**”).

77. The “findings” of the Thompson Report—which are disputed by the Haudenosaunee—were purportedly based on “hearings”, “open meetings” and “personal interviews” conducted by Thompson. The “evidence” delivered at such instances was submitted *in camera*. The majority Haudenosaunee views were not reflected in the Thompson Report, as the Confederacy Chiefs had ordered the Haudenosaunee to boycott Thompson’s inquiry.

78. The Thompson Report makes clear that the imposition of the *Indian Act* Council and corresponding displacement of the HCCC was also motivated by sexism, racism, and ongoing religious conversion efforts—the Thompson Report contains comments such as:

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- a. “It follows that a comparatively small number of old women have the selection of those who are entrusted with the transaction of the business of the Six Nations Indians, while the vast majority of the people have nothing what-ever to say in the choice of their public servants” (*the reference to “old women” is to Clan Mothers*);
- b. “The Six Nations Indians have progressed notably in civilization. They are amongst the most advanced, if not the most advanced, of the Indian tribes, and the Indian Act might very well be amended with respect to them, in consequence”;
- c. “I would suggest, however, that after the new Council has reached a stage of settled efficiency the Indian Act be changed to enlarge its functions, so that it may more and more approximate to the Council of a white municipality”;
- d. “...there are some eight hundred non-Christian Indians on the Six Nations Reserve. These are commonly called “Pagans”, an appellation which they strongly resent. They call themselves “Deists”, and point to the fact that they worship “The Great Spirit”, whose blessings they invoke, and to whom they return thanks. But the views of this minority, on some subjects at least, could not be considered “moral”, from the Christian standpoint, and especially is this the case with regard to marital relations. The influence of so considerable a minority in a comparatively small population is necessarily large, and no doubt contributes not a little to loose living between the sexes ... There is abundant proof that the Council of Chiefs is quite indifferent to this unfortunate state of affairs, and as their influence is great, it makes the work of the missionaries in this regard all the harder, and largely tends to destroy it altogether” (*reference to the Council of Chiefs is to the HCCC*).

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79. On or around October 7, 1924, at the direction of the Superintendent of Indian Affairs (a representative of the Crown), the RCMP disposed of the Haudenosaunee Chiefs at gunpoint and confiscated wampum belts, documents, and other political records. Pursuant to PC 1629, the first council election was to be held on October 21, 1924 in Ohsweken.

80. The *Indian Act* Council remains imposed on the Haudenosaunee to this day, despite a 1951 overhaul of the *Indian Act*, in conjunction with which the Governor in Council approved Order-in-Council PC 6015 dated November 12, 1951 (“**PC 6015**”) which revoked PC 1629 but did not change the Canadian Crown’s imposition of the *Indian Act* Council.

81. Shortly after the imposition of the *Indian Act* Council, in 1927, the Canadian Crown also amended the *Indian Act* to make the raising of funds to advance an Indian claim or retain a lawyer for that purpose an offence. Section 141 of the *Indian Act*, R.S.C. 1927, c. 98 read:

Every person who, without the consent of the Superintendent General expressed in writing, receives, obtains, solicits or requests from any Indian any payment or contribution or promise of any payment or contribution for the purpose of raising a fund or providing money for the prosecution of any claim which the tribe or band of Indians to which such Indian belongs, or of which he is a member, has or is represented to have for the recovery of any claim or money for the benefit of the said tribe or band, shall be guilty of an offence and liable upon summary conviction for each such offence to a penalty not exceeding two hundred dollars and not less than fifty dollars or to imprisonment for any term not exceeding two months.

iii. Federal Crown Acknowledges Suppression of the Haudenosaunee by the Indian Act

82. Recently, the Federal Government of Canada has admitted the historic suppression of Indigenous governments like the HCCC. The Honourable Marc Miller’s (Federal Minister of Crown-Indigenous Relations) formal mandate letter from the Prime Minister dated December 16, 2021 states, among other things, that traditional Indigenous governments (like the HCCC) were “suppressed and ignored historically by the federal government”.

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83. Earlier in 2021, the Canadian Crown also brought the *United Nations Declaration on the Rights of Indigenous Peoples Act*, SC 2021, c. 14 (the “*UNDRIP Act*”) into force. The *UNDRIP Act*’s articles formally recognize the Haudenosaunee Confederacy’s: (a) own representative institutions (*e.g.*, the HCCC or HDI); and (b) ability to participate in decision making and access dispute resolution that respects its own procedures, customs, rules, traditions, and legal systems. The *UNDRIP Act* states:

- a. At Article 18, that “Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, **through representatives chosen by themselves in accordance with their own procedures**, as well as to maintain and develop their own indigenous decision-making institutions” [*emphasis added*];
- b. At Article 32, that “**States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions** in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.” [*emphasis added*]
- c. At Article 40, that “Indigenous peoples have the right to access to and prompt decision through just and fair procedures for the resolution of conflicts and disputes with States or other parties, as well as to effective remedies for all infringements of their individual and collective rights. **Such a decision shall give due consideration to the customs, traditions, rules and legal systems of the indigenous peoples concerned and international human rights.**” [*emphasis added*]

84. In accordance with his mandate letter and the *UNDRIP Act*, Minister Miller wrote to the HCCC on February 3, 2022 indicating, among other things, that the Canadian Crown “share[s] the

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Haudenosaunee Confederacy Chiefs Council’s goal of working towards resolution of outstanding claims through negotiation and dialogue.”

J. Nation-to-Nation Negotiation is Required

85. As discussed at paragraphs 28 to 35, above, the relationship between the Haudenosaunee and the Crown is built on principles of mutual respect, trust, and friendship, as enshrined in the Two Row Wampum and Silver Chain Covenant. These agreements form the bedrock for hundreds of years of nation-to-nation negotiation between the Haudenosaunee Confederacy Chiefs and the Crown, including the commitment to resolve disputes without violence, coercion, or conflict.

86. Reconciliation of the inherent, treaty, and human rights of the Haudenosaunee Confederacy and the Crown’s assertion of sovereignty in North America is paramount. Litigation is not a means of achieving reconciliation. Rather, nation-to-nation negotiation, undertaken in good faith and in accordance with the aforementioned principles, furthers reconciliation.

87. As described above at paragraph 74 above, in the early 20th century the Crown refused to submit many of the breaches at issue in this litigation to arbitration and subsequently effected changes to prevent the HCCC from pursuing its claims. As described above at paragraphs 75 to 81, to cover up its breaches of treaty rights and fiduciary duties owing to the Haudenosaunee, the Crown imposed the *Indian Act* Council on the Haudenosaunee Confederacy, forcibly ousted the HCCC from the Council House at Ohsweken, and placed legislative roadblocks in front of the Haudenosaunee Confederacy’s ability to resolve disputes through litigation.

88. Recently, the Federal Crown has recognized the necessity of meeting with the HCCC. In a letter dated February 3, 2022, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, wrote in respect of this litigation: “I share the Haudenosaunee Confederacy Chiefs

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Council’s goal of working towards resolution of outstanding claims through negotiation and dialogue.”

89. Such an approach is in line with the Attorney General of Canada’s “Directive on Litigation Involving Indigenous Peoples” published in 2018, which recognizes the importance of alternative dispute resolution in section 35 cases. In particular, the Directive provides that:

- a. “Counsel’s primary goal must be to resolve the issues, using the court process as a last resort and in the narrowest way possible.”
- b. “Adversarial litigation cannot and should not be a central forum for achieving reconciliation. This is a message the Supreme Court of Canada has sent time and time again, strongly encouraging that the work of reconciliation take place through political, economic, and social processes that involve negotiating, building understanding, and finding new ways of working together. Adversarial litigation between the Crown and Indigenous peoples presents challenges for achieving reconciliation.”
- c. “Litigation is by its nature an adversarial process, and it cannot be the primary forum for achieving reconciliation and the renewal of the Crown-Indigenous relationship. This is why a core theme of this Directive is to advance an approach to litigation that promotes resolution and settlement, and seeks opportunities to narrow or avoid potential litigation.”

90. The *UNDRIP Act* affirms Indigenous people have the right to access a dispute resolution process that is prompt, just, fair, and effective that also gives due consideration to the “customs, traditions, rules and legal systems of the indigenous peoples concerned”. By its very nature,

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litigation is not adequately flexible or adaptable to give such due consideration, as it is premised on settlor rules of procedure, precedent, and the doctrine of *stare decisis*.

91. The Silver Covenant Chain must be polished, as it has been numerous times throughout history. Nation-to-nation negotiation and/or mediation between the Haudenosaunee Confederacy and the Crown concerning the issues in this action is crucial, to advance both reconciliation and the principles of mutual respect, trust, and friendship enshrined in treaty relationship between the Crown and the Haudenosaunee Confederacy.

K. HDI as Representative under Direction of the HCCC

92. The HCCC represent the interests of the Haudenosaunee Confederacy at large, including the interests of all its citizens. The HCCC does not represent any particular subset of Haudenosaunee people—they act for all Haudenosaunee people, wherever they are situated, and all of whom have an interest in this litigation,

93. In respect of this litigation, the HCCC has, in accordance with the traditions, customs, and practices of the Haudenosaunee Confederacy, delegated its authority to represent the interests of the Haudenosaunee people to the Haudenosaunee Development Institute (“HDI”). HDI is a department of the HCCC formed in 2007 to facilitate engagement with the HCCC in respect of Haudenosaunee lands. HDI acts in this litigation under the HCCC’s authority and at its instruction. HDI’s “Delegates” are Aaron Detlor and Brian Doolittle, two Haudenosaunee individuals.

94. HDI is an appropriate representative of the Haudenosaunee Confederacy in accordance with, *inter alia*, articles 18, 32, and 40 of the *UNDRIP Act*, described at paragraph

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83, above. HDI is the only party before this Court that represents the interests of the Haudenosaunee Confederacy in this litigation.

COUNTERCLAIM

95. On the basis of the foregoing, the Intervenor claims as against the plaintiff:
- a. A declaration that the plaintiff, the Six Nations of the Grand River Band of Indians, is not the collective rightsholder, nor is it representative of the collective rightsholders, in respect of the rights and interests asserted in the action, and is not entitled to the relief sought in the Statement of Claim;
 - b. A declaration that the Haudenosaunee Confederacy is the collective rightsholder in respect of the rights and interests asserted in the action, and is entitled to the relief sought in the Statement of Claim on behalf of and for the benefit of all Haudenosaunee;
 - c. A reference or references as may be appropriate;
 - d. All further or ancillary declarations, accounts, and directions as may be appropriate;
 - e. Costs on a full indemnity basis; and
 - f. Such further and other relief as the Court may deem just.

CROSSCLAIM

96. On the basis of the foregoing, the Intervenor claims as against the defendants:
- a. a declaration that the plaintiff, the Six Nations of the Grand River Band of Indians, is not the collective rightsholder, nor is it representative of the collective rightsholders, in

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- respect of the rights and interests asserted in the action, and is not entitled to the relief sought in the Statement of Claim;
- b. a declaration that the Haudenosaunee Confederacy is the collective rightsholder in respect of the rights and interests asserted in the action, and is entitled to the relief sought in the Statement of Claim on behalf of and for the benefit of all Haudenosaunee;
 - c. an order directing the defendants to participate in nation-to-nation negotiation and/or mediation with the Haudenosaunee Confederacy Chiefs acting for the Haudenosaunee Confederacy, on behalf of all Haudenosaunee, regarding the issues raised in the action, in accordance with the treaty relationship between the Haudenosaunee and the Crown, described above;
 - d. declarations that one or both of the defendants breached fiduciary and/or treaty obligations owing to the Haudenosaunee Confederacy and its citizens;
 - e. equitable compensation and/or damages arising from the above-noted breaches of fiduciary and/or treaty obligations;
 - f. a declaration, if and as appropriate, that one or both of the defendants is obliged to account to the Haudenosaunee Confederacy for all property, interests in property, money or other assets (“**Haudenosaunee Assets**”) which were or ought to have been received, managed, or held for the benefit of the Haudenosaunee, by either or both of the defendants, their predecessors, or any third party(ies) for whom either of the defendants are responsible at law;

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- g. if necessary, a declaration that one or both of the defendants must restore to the Six Nations Trust (as defined in the Statement of Claim) all Haudenosaunee Assets which were not received but ought to have been received, managed, or held by the Crown for the benefit of the Haudenosaunee (or the value thereof), and that the Haudenosaunee Confederacy is the beneficiary of such Six Nation Trust;
- h. if necessary, an order compelling one or both of the defendants to restore to the Six Nations Trust (as defined in the Statement of Claim) all Haudenosaunee Assets which were not received but ought to have been received, managed, or held by the Crown for the benefit of the Haudenosaunee (or the value thereof), for the benefit of the Haudenosaunee Confederacy;
- i. a reference or references as may be appropriate;
- j. all further or ancillary declarations, accounts, and directions as may be appropriate;
- k. the Intervenor's costs on a full indemnity basis; and
- l. such further and other relief as counsel may advise and this honourable Court may deem just.

Dated this 9th day of September, 2022

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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

**STATEMENT OF DEFENCE, COUNTERCLAIM, AND
CROSSCLAIM OF THE INTERVENOR**

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TAB 4

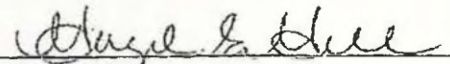
DECLARATION OF TRUST

IN CONSIDERATION of the sum of \$1.00 now paid to the undersigned and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the undersigned declares that 50 common shares (the "Shares") in the capital of 2438543 Ontario Inc. (the "Corporation") registered in the name of the undersigned, in trust, on the books of the Corporation, and all monies, shares or other property which may be payable in respect of the Shares, whether by way of dividends or capital distributions or otherwise howsoever, and all of the benefits pertaining to the Shares are held by the undersigned in trust for the Whiskniyonwenstake Rotionisonh (Haudenosaunee Confederacy Chiefs Council at Grand River), as set out in Schedule "A" attached (the "Beneficiary") and that the undersigned will convey, transfer, deal with or otherwise dispose of the Shares and any income or capital paid in respect of them, and any other benefits pertaining to them in such manner as the Beneficiary shall from time to time direct. The provisions of this Declaration are binding on the undersigned, and the successors and assigns of the undersigned, and enure to the benefit of the Beneficiary and the heirs, legal personal representatives, successors and assigns of the Beneficiary.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per:



Name: HAZEL E. HILL

Title: DIRECTOR

"Schedule A"

Cayuga		
	Clan	Chief Title
1.	Bear	Haga'e,yok
2.	Bear	Gada:gwa:se:
3.	Bear	Soyo:wi:s
4.	Bear	Desgahe
5.	Deer	Gaji'nodawehe
6.	Heron	Hadoda:he:ha'
7.	Snipe	Deyohowe:to:
8.	Turtle	Hagya;drohne
9.	Wolf	Deyotowehgoh
10.	Wolf	Dyohyo:goh
Oneida		
11.	Bear	Atahu?ta:y
12.	Bear	Lauyatashat
13.	Bear	Owatsa?t tha
14.	Turtle	Sshonuhses
15.	Turtle	Thanahak tha
16.	Turtle	Atya?tan tha
17.	Wolf	Otatshehte
18.	Wolf	Kanukwe?nyo:tu
19.	Wolf	Teyohakw t
Mohawk		
20.	Bear	Dehharagereneh
21.	Bear	Rastawehserondah
22.	Bear	Sosskoharowaneh
23.	Turtle	Ayonwatha
24.	Turtle	Tehkari:hoken
25.	Turtle	Sadekari:wadeh
26.	Wolf	Sahrehowaneh
27.	Wolf	Orenrehgowah
28.	Wolf	Deyonhehgiveh
Seneca		
29.	Bear	Sadyenawat
30.	Hawk	Sag,'jo:wa:
31.	Snipe	Ganohgi'da:wi:
32.	Snipe	Nishayene<nha
33.	Snipe	Tsa'degaohyes
34.	Turtle	Ga'nogae:
35.	Turtle	Sganyadeae:yo:
36.	Wolf	Dyonin'ho'ga'we'
Onondaga		
37.	Beaver	Dehatgahdos
38.	Deer	Se,:ha:wi:
39.	Deer	Hahi:hoh

40.	Deer	Gawe,ne,se,:doh
41.	Eel	Sagoge,he:
42.	Eel	Sodegwa:se,:
43.	Eel	Hoyo:ny,nih
44.	Eel	Tadodahoh
45.	Turtle	Sganawadih
46.	Turtle	Dehayatgwae
47.	Wolf	Honowiyehdi
48.	Wolf	Awe'ge,hyat
49.	Wolf	Honya'daji:wak
50.	Wolf	Gane'se:he:

TAB 5

**2438543 Ontario Inc.
Real Property - Ownership
at February 1, 2023**

Brian Doolittle

March 8, 2023

Exhibit 5

exhibit5leak.com

#	Address	Building	Farmland	Purpose	Fiscal Year Acq.
6	126 Pauline Johnson Rd,		√	Farming	2015-16
7	1594 Concession 2 Townsend, Wilsonville		√	Farming	2015-16
1	9 Fawcett Rd, Brantford	√	√	HDI office for research/documents and farming	2016-17
2	392 Oneida Rd, Caledonia	√	√	HCCC admin, language program and farming	2021-22
3	44 Sixth Line, Caledonia	√		HDI office	2021-22
4	51 Sixth Line, Caledonia	√		Vacant - intended use community housing	2021-22
5	518 Argyle St, Caledonia	√	√	Being renovated - intended use community purposes and farming	2021-22
8	386 Oneida Rd, Caledonia	√		Being renovated - intended use community purposes	2022-23
9	154 - 38 Howard Park Ave, Toronto	√		HDI East/Toronto office and accommodations for monitors	2022-23

TAB C

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of COLIN MARTIN,
on his affidavit affirmed August 31, 2022, taken
via Neesons, a Veritext Company's virtual Zoom
platform, with all participants attending remotely,
on the 8th day of March, 2023.

2	<p>1 A P P E A R A N C E S:</p> <p>2 IRIS ANTONIOS, Esq., for the Plaintiff</p> <p>3 MAX SHAPIRO, Esq.,</p> <p>4 GREGORY SHEPPARD, Esq.,</p> <p>5 &</p> <p>6 ROBERT JANES, Esq.,</p> <p>7</p> <p>8 TANIA MITCHELL, Esq., for the Defendant,</p> <p>9 SARAH KANKO, Esq., Attorney General of</p> <p>10 HASAN JUNAID, Esq.,</p> <p>11 MYRA SIVALOGANATHAN, Esq.,</p> <p>12 OWEN YOUNG, Esq.,</p> <p>13 KATRINA LONGO, Esq.,</p> <p>14</p> <p>15 DAVID TORTELL, Esq., for the Defendant,</p> <p>16 His Majesty the King</p> <p>17 In Right of Ontario</p> <p>18</p> <p>19 TIM GILBERT, Esq., for the Moving Party,</p> <p>20 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>21 COLIN CARRUTHERS, Esq., Development Institute</p> <p>22</p> <p>23 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>24 LIAM GERRY, Esq., The Men's Fire of the</p> <p>25 Grand River Territory</p>	4
3	<p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: COLIN MARTIN</p> <p>4 PAGES</p> <p>5 CROSS-EXAMINATION BY MR. JANES..... 6 - 41</p> <p>6</p> <p>7 **The following list of undertakings, advisements</p> <p>8 and refusals is meant as a guide only for the</p> <p>9 assistance of counsel and no other purpose**</p> <p>10</p> <p>11 I N D E X O F U N D E R T A K I N G S</p> <p>12 The questions/requests undertaken are noted by U/T</p> <p>13 and appear on the following pages: [None]</p> <p>14</p> <p>15 I N D E X O F A D V I S E M E N T S</p> <p>16 The questions/requests taken under advisement are</p> <p>17 noted by U/A and appear on the following pages:</p> <p>18 [None]</p> <p>19</p> <p>20 I N D E X O F R E F U S A L S</p> <p>21 The questions/requests refused are noted by R/F and</p> <p>22 appear on the following pages: [None]</p> <p>23</p> <p>24</p> <p>25</p>	5
3	<p>1 I N D E X O F E X H I B I T S</p> <p>2</p> <p>3 NO. DESCRIPTION PAGE/LINE NO.</p> <p>4 [No Exhibits Marked]</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5773592</p>	5

<p style="text-align: right;">6</p> <p>1 -- Upon commencing at 2:17 p.m. 2 3 COLIN MARTIN; AFFIRMED. 4 CROSS-EXAMINATION BY MR. JANES: 5 1 Q. Hello, Mr. Martin. I am Robert 6 Janes. I am one of the lawyers for the Plaintiff, 7 and I take it you are the Colin Martin who affirmed 8 an affidavit on August 31st, 2022, in this matter? 9 A. Yes, sir. 10 2 Q. And I take it you are there on 11 your own in that room? You are not there with any 12 other people? 13 A. No. I am sitting at my kitchen 14 table. 15 3 Q. Great. And you don't have any 16 other sort of devices such as cell phones or such 17 like there open in front of you, do you? 18 A. No. I got this -- I just shut my 19 phone off, so -- 20 4 Q. Great. I should do the same 21 thing. 22 A. Yeah. 23 5 Q. Okay, so I am going to ask you a 24 few questions about the matters in your affidavit, 25 and hopefully this won't be too long or too</p>	<p style="text-align: right;">8</p> <p>1 A. Yes, sir. 2 10 Q. And I take it that the Peacemaker 3 had a spokesperson called Hiawatha? 4 A. Yes, sir. 5 11 Q. And originally, the Mohawks were 6 the most easterly of the five Nations? 7 A. Yes, sir. 8 12 Q. And the Onondaga were the last to 9 join; correct? 10 A. Actually, no, that would be the 11 Senecas were the last to join. 12 13 Q. Ah, okay, but the Onondaga were 13 the keepers -- before the American Revolution, the 14 Onondagas were the keepers of the Council Fire? 15 A. They still are. 16 14 Q. And the Council Fire is -- and I 17 was going to actually ask this, and are still a 18 keeper of the Council Fire? 19 A. Yes. 20 15 Q. And the Council Fire is where the 21 Grand Council traditionally met; is that correct? 22 A. Still does today, yes. 23 16 Q. Yes. And then in the early 1700s, 24 I think around 1722, the Tuscarora joined? 25 A. I am not sure about the date, but</p>
<p style="text-align: right;">7</p> <p>1 painful. 2 So first of all, I would just like to 3 get a bit of background about the Haudenosaunee 4 Confederacy, and I take it as a starting point, the 5 Haudenosaunee Confederacy is a Confederacy of 6 Iroquois Nations? 7 A. Well, we don't like to use the 8 term "Iroquois" because it is a derogatory term 9 used against us, provided initially through the 10 Huron. So Haudenosaunee Confederacy will be fine. 11 6 Q. Great, but it is a Confederacy of 12 five Haudenosaunee -- five Nations; is that a fair 13 way to put it? 14 A. Yes, it is, but there is another 15 one to be included and that is the Tuscarora. 16 7 Q. Right, and so originally it was 17 five Nations? 18 A. Yes. 19 8 Q. And they were the Mohawk, Oneida, 20 Onondaga, Cayuga, and Seneca? 21 A. Yes. 22 9 Q. And they were brought together 23 originally by the efforts of a historical person 24 known as the Peacemaker or the Great Peacemaker; is 25 that correct?</p>	<p style="text-align: right;">9</p> <p>1 some time in the past history, yes. 2 17 Q. But after contact with the 3 Europeans; correct? 4 A. Yes. 5 18 Q. Whereas the five Nations came 6 together before contact with the Europeans? 7 A. Yes. 8 19 Q. And when the Haudenosaunee 9 Confederacy was formed, part of that process 10 involved essentially creating a constitution which 11 is referred to as the Great Law of Peace; is that 12 correct? 13 A. Yes, sir. 14 20 Q. And the Great Law of Peace is 15 really the fundamental law of the Haudenosaunee 16 Confederacy; is that correct? 17 A. Yes, sir. 18 21 Q. And as part of the process of 19 bringing the Nations together, a Grand Council was 20 created? 21 A. I guess you could say that, yes. 22 22 Q. And I am going to suggest to you 23 that part of the role of that Council was to help 24 avoid conflict between the Nations? 25 A. Yes.</p>

<p>1 23 Q. Yeah, because I take it that part 2 of the issue was that before the Great Peacemaker 3 came, there had been conflict between the five 4 Nations; is that right? 5 A. Yes. 6 24 Q. And as his name may suggest, one 7 of the great accomplishments of the Peacemaker was 8 to actually bring peace between the five Nations? 9 A. That and then united the five 10 Nations under the Confederacy it is today. 11 25 Q. Right. Now, I want to just go and 12 dig a little bit deeper in this, is that the 13 Nations, though, even after the Confederacy was 14 created continued to exist? 15 A. They still do, yes. 16 26 Q. Yes, and Haudenosaunee citizens 17 still belong to their individual Nations? 18 A. Yes. 19 27 Q. And another important unit or 20 social unit of the Haudenosaunee people is the 21 Clan? 22 A. Yes. 23 28 Q. And every Haudenosaunee person is 24 born into a Clan? 25 A. Not everybody.</p>	<p>10</p>	<p>1 A. Yes, sir. 2 37 Q. And this is also a hereditary 3 position? 4 A. Yes. 5 38 Q. And likewise, the position -- in 6 order to be eligible to become a Clan Chief, that 7 you also have to inherit that right; is that 8 correct? 9 A. Yes, and you get that from the 10 maternal side, yes, your mother. 11 39 Q. And you also have to be approved 12 to become a Chief by the Clan Mother? 13 A. Yes. 14 40 Q. Right. And the Clan Mothers can 15 also remove Chiefs? 16 A. Yes. 17 41 Q. I think that is referred to as 18 "dehorning"; is that correct? 19 A. That's correct. 20 42 Q. And the Clan Mothers are also an 21 important part of the process of consultation 22 around decision-making within the Clans? 23 A. Yes. 24 43 Q. And Chiefs will work with the Clan 25 Mothers when making decisions?</p>	<p>12</p>
<p>1 29 Q. I take it -- 2 A. People do get adopted in. 3 30 Q. Right. So if we leave aside 4 people who were adopted, a starting point is that 5 when a person is born a Haudenosaunee person, they 6 have a Clan? 7 A. Yes, and Nation. 8 31 Q. And Nation. And both of those are 9 determined by the Clan and Nation of their mother; 10 correct? 11 A. The maternal line, yes -- 12 32 Q. Yes. 13 A. -- through lineal. 14 33 Q. Yes, and am I right there is nine 15 Clans? 16 A. That's correct. 17 34 Q. Right, and each Clan has a number 18 of Chiefs; is that correct? 19 A. That's correct. 20 35 Q. And each Clan also has a Clan 21 Mother? 22 A. Yes. 23 36 Q. Okay. And the Clan Mothers are in 24 fact an important part of the leadership of the 25 Clan?</p>	<p>11</p>	<p>1 A. Yes. 2 44 Q. And the Clan Mothers are also 3 involved in resolving disputes? 4 A. They can be, yes. 5 45 Q. Yeah. They can be called upon to 6 help resolve disputes? 7 A. Yes. 8 46 Q. And then if we are looking at the 9 political organization of the Confederacy, the 10 Confederacy is actually the highest political 11 organization within the Haudenosaunee Confederacy; 12 correct? 13 A. Yes. 14 47 Q. And today it represents the 15 totality of the alliance between the Six Nations? 16 A. Yes, that's correct. 17 48 Q. It has members in the United 18 States? 19 A. Yes. 20 49 Q. And it has members in Canada? 21 A. Yes. 22 50 Q. And it has members who do not have 23 status under the Indian Act? 24 A. Yes. 25 51 Q. And let me just be clear, within</p>	<p>13</p>

14	<p>1 Canada it has members who do not have status under 2 the Indian Act? 3 A. That's correct. 4 52 Q. And the political leadership at 5 the highest level of the Haudenosaunee Confederacy 6 are the Clan Chiefs together with the Clan Mothers; 7 is that correct? 8 A. Yes, that's correct. 9 53 Q. And could I just ask, is the 10 proper title for the Chiefs a "Sachem"? 11 A. No, that is incorrect. They are 12 considered "Hodiyahnehsonh". 13 54 Q. So that term, when you see that 14 term "Sachem", does that mean something else, or is 15 that just an incorrect term that is used? 16 A. That is just an incorrect term 17 used by historians over the years. 18 55 Q. All right. And I take it today 19 there is actually two Council Fires? 20 A. Two? 21 56 Q. One at Onondaga in New York State 22 and one at Ohsweken in Canada? 23 A. Yes, that's correct. 24 57 Q. And the Grand Council of the 25 Confederacy meets at Onondaga in New York State?</p>	16
15	<p>1 A. Usually, yes. The Grand Council 2 can meet anywhere it is called, though. 3 58 Q. Right, but its usual base is at 4 the Council Fire in Onondaga? 5 A. Yes. 6 59 Q. And the Haudenosaunee Confederacy 7 Chiefs Council, its Council Fire, if you wish, is 8 the one at Ohsweken? 9 A. That's correct. 10 60 Q. Okay. Now, at paragraph 25 of 11 your affidavit -- do you have your affidavit there 12 with you? 13 A. I certainly do. 14 61 Q. Can you just take a look at it for 15 a moment. We don't need to share it, unless you 16 want to share it. 17 There is a table there where you refer 18 to various Colonial Registry Bands. 19 A. Yes, sir. 20 62 Q. So for example, Akwesasne? 21 A. Yes. 22 63 Q. And I take it when you say 23 "Colonial Registry Bands", that is a reference to 24 what is also called Indian Act Bands? 25 A. Yes, sir.</p>	17
14	<p>1 64 Q. And Indian Act Bands are not a 2 traditional Haudenosaunee social unit? 3 A. No, sir. 4 65 Q. And Indian Bands are not a 5 traditional Haudenosaunee political unit? 6 A. No, sir. 7 66 Q. They are not Nations? 8 A. No, sir. 9 67 Q. They are not Haudenosaunee Clans? 10 A. There can be Clan Mothers within 11 those entities, yes. 12 68 Q. But the Bands are not in any way 13 equivalent to the Clans? 14 A. No. 15 69 Q. Yeah. And certainly the Bands are 16 not the Confederacy as a whole? 17 A. Not even close. 18 70 Q. Right. And I would suggest to you 19 that the view of the Haudenosaunee Confederacy is 20 that Bands - and I will use the term "Bands" and 21 "Indian Act Bands" interchangeably - are Canadian 22 colonial structures? 23 A. Yes, that's correct. 24 71 Q. And even today, these Bands are 25 not a Haudenosaunee organization under</p>	16
15	<p>1 Haudenosaunee law? 2 A. No, they are not. 3 72 Q. And I take it that you do 4 understand -- or, well, let me just ask you. Are 5 you a member of a Band? 6 A. Am I a member of the Band? 7 73 Q. Of a Band. 8 A. I am a member of my Mohawk Nation. 9 74 Q. No, sorry, I understand you are a 10 member of your Mohawk Nation. I am asking, do you 11 have a Band Membership Card? 12 A. I have a Status Card, yes. 13 75 Q. And on that Status Card, what Band 14 does it indicate you are a member of? 15 A. Upper Mohawk. 16 76 Q. And that is one of the Bands that 17 comprises the Six Nations of the Grand River? 18 A. Yes. 19 77 Q. Okay, and so each Band has its own 20 membership list? 21 A. I am not sure. 22 78 Q. Okay. And if we look at the other 23 side of the border, in the United States we see 24 entities that are referred to as "Tribes"; correct? 25 A. Yes.</p>	17

18	<p>1 79 Q. And sometimes they use the word 2 "Nation", but I am going to suggest to you they 3 don't correspond to the Six Nations that 4 you -- that we have been talking about that form 5 part of the Confederacy. 6 So, for example, the Tribe at Oneida 7 refers to itself as the "Oneida Indian Nation"? 8 A. Which Oneida location are you 9 talking about, Wisconsin or New York State? 10 80 Q. New York. 11 A. Okay, yeah, that would be the 12 elected side of things, yes. 13 81 Q. Right, that is their governance is 14 elected, but even though they refer to themselves 15 as a Nation, they are in fact a Tribe under U.S. 16 law. They are not the complete Oneida Nation in 17 the Haudenosaunee Confederacy? 18 A. No. 19 82 Q. All right. And just as Bands are 20 colonial creations of Canadian law, in the 21 Haudenosaunee view, Tribes play the same role as 22 colonial creations of American law; correct? 23 A. Correct. 24 83 Q. And I think as we discussed, as 25 you just started to reference, when we look at the</p>	20	<p>1 BY MR. JANES: 2 90 Q. And these Bands are associated 3 with pieces of land called Reserves; is that 4 correct? 5 A. That's correct. 6 91 Q. And in the United States, they are 7 referred to as Reservations; correct? 8 A. Yes, that is correct. 9 92 Q. And in the eyes of the 10 Haudenosaunee Confederacy, again, the concept of a 11 Reserve is a colonial concept; correct? 12 A. That's correct. 13 93 Q. It is not something that existed, 14 I would suggest to you, in Haudenosaunee law before 15 the Europeans showed up? 16 A. No, sir. 17 94 Q. It is something that arose as a 18 result of the development of the growth north of 19 the border of the Canadian government? 20 A. That is true, yes. 21 95 Q. And certain lands being set aside 22 for these Indian Act Bands; correct? 23 A. Correct. 24 96 Q. Now, at paragraph 16 to 21 of your 25 affidavit, you reference your role as a member of</p>
19	<p>1 Bands and the Tribes, many of them in fact have 2 elected governments? 3 A. Most of them, yes, if not all. 4 84 Q. Right, and these elected 5 governments, in Canada they are referred to as 6 Councils; correct? 7 A. Band Councils, yes. 8 85 Q. Band Councils. These are not 9 traditional Haudenosaunee governance entities, are 10 they? 11 A. No, sir, they are not. 12 86 Q. And from the perspective of the 13 Haudenosaunee Confederacy Chiefs, these Elected 14 Councils are colonial institutions? 15 A. Yes, sir, that's correct. 16 87 Q. They are not -- fundamentally, 17 they are institutions that are part of Canadian 18 law, not Haudenosaunee -- 19 A. Yes. 20 88 Q. Sorry, not Haudenosaunee law? 21 A. That's correct. They are under 22 the federal government. 23 89 Q. Right. 24 [Court Reporter intervenes for 25 clarification.]</p>	21	<p>1 the Haudenosaunee External Relations Committee? 2 A. Yes, sir. 3 97 Q. And you are still on that 4 committee? 5 A. Yes, sir. 6 98 Q. You are still a Vice Chair of that 7 Committee? 8 A. A Co-Chair. 9 99 Q. A Co-Chair, excuse me. 10 A. Co-Chair, yes. 11 100 Q. Sorry, my mistake. And I think 12 you mentioned that there is a crisis committee that 13 is a part of the Haudenosaunee External Relations 14 Committee? 15 A. A crisis committee? 16 101 Q. In one of your -- just a moment. 17 I'll just -- I was a little bit unsure about this, 18 so maybe I misunderstood. 19 A. Perhaps you are referring to 20 number 17? 21 102 Q. Just one second. 22 At paragraph 21, you say: 23 "As the crisis committee of the 24 Haudenosaunee Confederacy, HERC 25 [...]"</p>

22	<p>1 So is it that the Haudenosaunee</p> <p>2 External Relations Committee is the crisis</p> <p>3 committee?</p> <p>4 A. It is not labelled as that, but we</p> <p>5 can be called in to assist where we can.</p> <p>6 103 Q. Okay. Now, anyways, as a part of</p> <p>7 the Haudenosaunee External Relations Committee, I</p> <p>8 take it this role requires you to be knowledgeable</p> <p>9 about proper relations between the Haudenosaunee</p> <p>10 Confederacy and Canada?</p> <p>11 A. As much as I can, yes.</p> <p>12 104 Q. And that would involve</p> <p>13 understanding what the proper relationship between</p> <p>14 the Haudenosaunee Confederacy and the Federal</p> <p>15 Government should be?</p> <p>16 A. Yes, sir.</p> <p>17 105 Q. And what the proper relationship</p> <p>18 between the Haudenosaunee Confederacy and the</p> <p>19 Provincial Government should be?</p> <p>20 A. Yes, sir.</p> <p>21 106 Q. And likewise, the relationship</p> <p>22 with the municipal governments?</p> <p>23 A. Yes, sir.</p> <p>24 107 Q. And I also take it that you would</p> <p>25 be conscious of what the proper relationship</p>	24
23	<p>1 between the Haudenosaunee Confederacy and the</p> <p>2 Canadian Court system should be?</p> <p>3 A. Yes, sir.</p> <p>4 108 Q. And I take it that from the</p> <p>5 perspective of the Haudenosaunee Confederacy, the</p> <p>6 Canadian Courts are viewed as being a colonial</p> <p>7 institution; correct?</p> <p>8 A. That's correct.</p> <p>9 109 Q. They are not a Haudenosaunee</p> <p>10 institution?</p> <p>11 A. No, sir.</p> <p>12 110 Q. And at paragraph 19, you talk</p> <p>13 about improper interference with Haudenosaunee</p> <p>14 internal affairs; is that fair?</p> <p>15 A. I don't see the word "improper" in</p> <p>16 19, no.</p> <p>17 111 Q. "Unwelcomed" is the word.</p> <p>18 A. Yes, that's correct.</p> <p>19 112 Q. And so I take it that part of your</p> <p>20 job being on the Haudenosaunee External Relations</p> <p>21 Committee is actually to watch out for what you</p> <p>22 call unwelcomed social, cultural, political and</p> <p>23 economic interference with the Haudenosaunee</p> <p>24 Confederacy from Canada, for example?</p> <p>25 A. Yes, sir, that's correct.</p>	25
24	<p>1 113 Q. And I take it that the fundamental</p> <p>2 principle that underpins the Haudenosaunee</p> <p>3 perspective on the proper relationship between</p> <p>4 Canada and the Haudenosaunee is that the Canadian</p> <p>5 government should not interfere with Haudenosaunee</p> <p>6 affairs; is that a fair way of putting it?</p> <p>7 A. Yes, that's correct.</p> <p>8 114 Q. And --</p> <p>9 MR. CARRUTHERS: Mr. Janes, you are</p> <p>10 asking for the witness's perspective?</p> <p>11 MR. JANES: The Haudenosaunee</p> <p>12 Confederacy's perspective.</p> <p>13 MR. CARRUTHERS: And, sorry --</p> <p>14 BY MR. JANES:</p> <p>15 115 Q. I take it, Mr. Martin, you are</p> <p>16 required to be aware of what the perspective of the</p> <p>17 Haudenosaunee Confederacy on these matters is,</p> <p>18 aren't you?</p> <p>19 A. I can't speak for the Confederacy,</p> <p>20 but I am aware of a perspective that exists, yes.</p> <p>21 116 Q. Yes, and that is the perspective,</p> <p>22 I would suggest to you, that is articulated by the</p> <p>23 Haudenosaunee Confederacy Chiefs Council?</p> <p>24 A. Yes, sir.</p> <p>25 117 Q. And I take it when we talk about</p>	26
25	<p>1 this concept of unwelcome interference by Canadian</p> <p>2 institutions, that includes unwelcome interference</p> <p>3 by the Canadian Courts, doesn't it?</p> <p>4 A. Yes.</p> <p>5 118 Q. And I take it that if we look at</p> <p>6 some examples of things that would be viewed as out</p> <p>7 of bounds for the Canadian Courts, I am going to</p> <p>8 suggest to you the Haudenosaunee perspective is</p> <p>9 that Canadian Courts have no role in determining</p> <p>10 who is a Grand Chief?</p> <p>11 A. None whatsoever.</p> <p>12 119 Q. Canadian Courts have no role in</p> <p>13 determining if a Confederacy Chiefs Council was</p> <p>14 properly held?</p> <p>15 A. That's correct.</p> <p>16 120 Q. Canadian Courts have no role in</p> <p>17 determining if a Confederacy Chief acted properly</p> <p>18 in accordance with Haudenosaunee law?</p> <p>19 A. That's correct.</p> <p>20 121 Q. Canadian Courts have no roles in</p> <p>21 demanding records from the Confederacy Chiefs</p> <p>22 Council?</p> <p>23 A. That's correct.</p> <p>24 122 Q. Canadian Courts have no role in</p> <p>25 determining whether a Confederacy Chiefs Council</p>	27

<p style="text-align: right;">26</p> <p>1 decision was carried out in accordance with 2 Haudenosaunee law? 3 A. That's correct. 4 123 Q. Canadian Courts have no role in 5 interpreting the Great Law of Peace? 6 A. That's correct. 7 124 Q. Canadian Courts have no role in 8 determining what version of the Great Law of Peace 9 is accurate? 10 A. That's correct. 11 125 Q. Canadian Courts have no role in 12 determining disputes between Haudenosaunee Chiefs 13 over their rights? 14 A. That's correct. 15 126 Q. And I am going to suggest to you 16 that there is a few reasons for this perspective 17 about the role of Canadian Courts, and I am going 18 to start with this one. One concept that you are 19 familiar with is the Two-Row Wampum? 20 A. Yes, sir. 21 127 Q. And I take it that the concept of 22 the Two-Row Wampum, is that if we look at the 23 Canadian Court on the one side and the 24 Haudenosaunee on the other, that the two of them 25 should not interfere with each other; correct?</p>	<p style="text-align: right;">28</p> <p>1 the English government and the other was the canoe; 2 is that right? 3 A. Yes. 4 133 Q. And I am going to suggest there is 5 a second reason that the Haudenosaunee would be of 6 the view Canadian Courts should not get involved 7 with the matters we discussed, and that is that 8 Canadian judges are not well trained and educated 9 in Haudenosaunee law; is that fair? 10 MR. CARRUTHERS: Are you asking the 11 witness to opine on the training of Canadian 12 judges, Mr. Janes? 13 BY MR. JANES: 14 134 Q. Well, I am asking him to opine on 15 why the Haudenosaunee Confederacy believes that 16 Canadian judges should not get involved in 17 interpreting Haudenosaunee law. And maybe let me 18 just explore this with you a bit. 19 I think you mention in your affidavit 20 about the process of regular recitations of the 21 Great Law of Peace? 22 A. Yes, sir. 23 135 Q. And I take it this is actually an 24 important part of ensuring that people learn the 25 Great Law of Peace; is that correct?</p>
<p style="text-align: right;">27</p> <p>1 A. That's correct. 2 128 Q. So the Canadian government, 3 Canadian Courts, Canadian institutions should not 4 interfere with Haudenosaunee affairs; correct? 5 A. That's correct, as per the Two-Row 6 Wampum, what your reference is to, yes. 7 129 Q. Yes, and likewise in the other 8 direction, Haudenosaunee institutions should not 9 interfere with Canadian law, Canadian Courts, 10 Canadian governments, Canadian institutions; 11 correct? 12 A. Well, that is true, yes. 13 130 Q. It is that -- it is a mutual 14 understanding to leave each other alone; is that 15 fair? 16 A. Yes, it embodies the two vessels 17 going down a river together, and one is not to 18 interfere in the other. 19 131 Q. It can be that people can travel 20 back and forth between the vessels, as I understand 21 it, but if they do so, they are subject to the 22 rules of the vessel that they are in? 23 A. You could say that, yes. 24 132 Q. Traditionally I think the vessels 25 were -- one was a sailing ship for the Canadian or</p>	<p style="text-align: right;">29</p> <p>1 A. That is one aspect of it, yes. 2 136 Q. It also is a part of ensuring that 3 the Great Law of Peace is properly maintained in 4 the Nations; is that correct? 5 A. That's correct. 6 137 Q. It ensures that the Chiefs are 7 reminded of the content of the Great Law of Peace? 8 A. That's correct. 9 138 Q. It also means that if anybody 10 misstates the Great Law of Peace, it is a chance to 11 properly -- to be corrected? 12 A. That is correct. 13 139 Q. And I take it that, to take it a 14 step further, ideally the Great Law of Peace should 15 be recited in one of the languages of the Six 16 Nations? 17 A. It is not ideally. It is. 18 140 Q. It is. It shouldn't be, for 19 example, recited in English? 20 A. No. 21 141 Q. Right. And I take it to properly 22 understand the Great Law of Peace, one really has 23 to be immersed in Haudenosaunee culture; is that 24 fair? 25 A. It helps to live it to learn it.</p>

<p style="text-align: right;">30</p> <p>1 142 Q. And likewise, to be knowledgeable 2 of Haudenosaunee history? 3 A. That comes with living it. 4 143 Q. And to be knowledgeable of 5 Haudenosaunee values? 6 A. Yes. 7 144 Q. Right, and I am going to suggest 8 to you that the perspective of the Haudenosaunee 9 Confederacy is that a Canadian judge is just not 10 qualified to understand the law because they have 11 just not gone through that process of living it and 12 of hearing the recitations and of knowing the 13 language; isn't that fair? 14 A. For a deeper understanding of 15 things, they can get an idea of what it means, but 16 to get a true sense of what it is learning and 17 living it. 18 145 Q. And I am also going to suggest to 19 you that a third reason, and this is maybe a bit 20 more subtle -- and look, if I get this wrong, feel 21 free to correct me, okay. But as I understand it, 22 the way that the process of working through issues 23 or disputes in Haudenosaunee law works is very 24 different than the way things work in the Canadian 25 legal system?</p>	<p style="text-align: right;">32</p> <p>1 adversarial way to a third party and just letting 2 that third party decide? 3 A. Very different, yes. 4 154 Q. Now, just developing a little bit 5 more on the question of the role of the 6 Haudenosaunee Confederacy in relation to Canada or 7 what the nature of the relationship should be, I 8 would like to just ask a few more questions around 9 the conception of the -- the nature of the 10 relationship. 11 So under Haudenosaunee law, I am going 12 to suggest to you that the Haudenosaunee 13 Confederacy remains sovereign; is that correct? 14 A. That's correct. 15 155 Q. The Haudenosaunee Confederacy is 16 not subject to the Crown? 17 A. That's correct. 18 156 Q. The Haudenosaunee Confederacy 19 Chiefs are not subjects of the Crown? 20 A. That's correct. 21 157 Q. The Clan Mothers are not subjects 22 of the Crown? 23 A. That's correct. 24 158 Q. And I think, if we look at 25 paragraph 21 of your -- in fact, I just want to see</p>
<p style="text-align: right;">31</p> <p>1 A. That's correct. 2 146 Q. And let me just -- 3 A. That's correct. 4 147 Q. And I am going to suggest to you 5 that it is very much built around the idea of 6 extended discussion of the law. That is part of 7 it; correct? 8 A. That is part of it, yes. 9 148 Q. Also discussion about whatever 10 happened; is that fair? 11 A. That is fair. 12 149 Q. And it is also designed to work 13 towards developing a consensus; is that fair? 14 A. That is fair. 15 150 Q. I think the ideal under the Great 16 Law of Peace is that one should get to the point of 17 being of one mind; is that fair? 18 A. That is very fair, yes. That 19 is -- 20 151 Q. So it is very -- 21 A. -- the goal. 22 152 Q. I'm sorry, I interrupted you. 23 A. Yes, that is the goal, yes. 24 153 Q. So it is very different than a 25 process that involves explaining positions in an</p>	<p style="text-align: right;">33</p> <p>1 if I can really understand the concepts here. 2 So, first of all, the proper way, at 3 least in the Haudenosaunee perspective, to 4 understand the relationship between Canada and the 5 Haudenosaunee Confederacy is that it is a 6 nation-to-nation relationship? 7 A. True, that is correct. 8 159 Q. And I am going to suggest that the 9 relationship has ideally two characteristics, two 10 basic characteristics, and the first is peaceful 11 co-existence? 12 A. That's correct. 13 160 Q. And the second one is 14 non-interference? 15 A. That's correct. 16 161 Q. And I am going to say this to you. 17 That goes both ways? In other words, it is not 18 just that Canada shouldn't interfere with the 19 Haudenosaunee; it is that the Haudenosaunee should 20 not interfere with Canada, correct? 21 A. That's correct. 22 162 Q. And likewise, in terms of disputes 23 between the Haudenosaunee Confederacy and Canada, 24 the view is that these should be resolved in a 25 manner that is consistent with a nation-to-nation</p>

34	<p>1 relationship; correct?</p> <p>2 A. That's correct.</p> <p>3 163 Q. And that, I would suggest, is</p> <p>4 characterized in your mind by it being through</p> <p>5 diplomatic processes; is that fair?</p> <p>6 A. That's correct.</p> <p>7 164 Q. And those would be characterized</p> <p>8 by discussions between Canada and the Haudenosaunee</p> <p>9 Confederacy?</p> <p>10 A. Yes.</p> <p>11 165 Q. Or negotiations?</p> <p>12 A. Yes, that's correct.</p> <p>13 166 Q. And I am going to suggest to you</p> <p>14 that the Haudenosaunee Confederacy position is that</p> <p>15 it will not allow issues with Canada to be resolved</p> <p>16 in a Canadian Court; is that fair?</p> <p>17 A. That's fair.</p> <p>18 167 Q. So the Haudenosaunee Confederacy</p> <p>19 Chiefs will not bring a claim against Canada in a</p> <p>20 Canadian Court?</p> <p>21 A. Not willingly, no.</p> <p>22 168 Q. So in terms of bringing their own</p> <p>23 claims, they won't bring them to a Canadian Court?</p> <p>24 A. I would have to say no on that.</p> <p>25 169 Q. And in a sense are you disagreeing</p>	36
35	<p>1 with me or agreeing with me?</p> <p>2 A. I am agreeing with you.</p> <p>3 170 Q. Right, and the same would be said</p> <p>4 of a dispute with Ontario, for example?</p> <p>5 A. Yes, that's correct.</p> <p>6 171 Q. And I am going to suggest to you</p> <p>7 that the view of the Haudenosaunee Confederacy is</p> <p>8 that it is inappropriate for a sovereign nation to</p> <p>9 submit its claims to the Courts of a different</p> <p>10 sovereign; is that fair?</p> <p>11 A. That is fair.</p> <p>12 172 Q. And I take it that fundamentally,</p> <p>13 the perspective of the Haudenosaunee Confederacy is</p> <p>14 that the Haudenosaunee Confederacy Chiefs are not</p> <p>15 bound by Canadian Courts?</p> <p>16 A. That is correct.</p> <p>17 173 Q. And I am going to suggest to you</p> <p>18 it would be contrary to Haudenosaunee law for the</p> <p>19 Haudenosaunee Confederacy Chiefs to submit to the</p> <p>20 judgment of a Canadian Court?</p> <p>21 A. That's correct.</p> <p>22 174 Q. It would be contrary to the duties</p> <p>23 of the Haudenosaunee Confederacy Chiefs to submit</p> <p>24 to the judgment of a Canadian Court?</p> <p>25 A. That's correct.</p>	37
	<p>1 175 Q. Okay. Now, I want to move on to</p> <p>2 paragraph 23 of your affidavit, and I just want to</p> <p>3 make sure I am clear about a few terms here. Just</p> <p>4 before the map, you say -- you use the words</p> <p>5 "depicts discrete Haudenosaunee Territories today";</p> <p>6 is that correct?</p> <p>7 A. Yes, that is correct.</p> <p>8 176 Q. And you refer to them as</p> <p>9 "discrete" because they are physically separated;</p> <p>10 is that right?</p> <p>11 A. That's correct.</p> <p>12 177 Q. So what is being referred to there</p> <p>13 are the individual blue dots with labels on them;</p> <p>14 is that correct?</p> <p>15 A. That's correct.</p> <p>16 178 Q. And they may be purple dots. It</p> <p>17 is not entirely --</p> <p>18 A. Well, it is blue on mine, so yes,</p> <p>19 that's correct.</p> <p>20 179 Q. And just to be clear, the shaded</p> <p>21 areas are -- the unlabelled shaded area is New York</p> <p>22 State; is that correct?</p> <p>23 A. Yes, that is correct.</p> <p>24 180 Q. And then we see Oklahoma is where</p> <p>25 the Seneca Cayuga Tribe is located?</p>	

38	<p>1 location of the Wahta Mohawk Band?</p> <p>2 A. Yes, that's correct.</p> <p>3 187 Q. And this was a community created</p> <p>4 when the government attempted to relocate Mohawks</p> <p>5 from Kahnawake?</p> <p>6 A. I don't know the history on that,</p> <p>7 but I can't confirm or deny that.</p> <p>8 188 Q. They have an Elected Council;</p> <p>9 correct?</p> <p>10 A. Yes, they do.</p> <p>11 189 Q. And the area marked "Tyendinaga"</p> <p>12 is the location of the Mohawks of the Bay of</p> <p>13 Quinte?</p> <p>14 A. Yes, that's correct.</p> <p>15 190 Q. Am I right that this was a</p> <p>16 community founded by John Deseronto following the</p> <p>17 American Revolutionary War?</p> <p>18 A. I am not sure on that.</p> <p>19 191 Q. Okay. And they currently have an</p> <p>20 Elected Council; correct?</p> <p>21 A. That is correct, yes.</p> <p>22 192 Q. We have talked about Akwesasne.</p> <p>23 The Seneca Cayuga Nation located at Oklahoma, I</p> <p>24 take it they were relocated there in the mid 19th</p> <p>25 century?</p>	40
39	<p>1 A. I am not sure of the date.</p> <p>2 193 Q. But they were relocated; is that</p> <p>3 correct?</p> <p>4 A. That's correct, yes.</p> <p>5 194 Q. This was part of the push by</p> <p>6 Andrew Jackson to move Indigenous people out of the</p> <p>7 Eastern United States?</p> <p>8 A. I can't answer that. I don't</p> <p>9 know.</p> <p>10 195 Q. Okay. And in terms of what these</p> <p>11 Indian Act or American Tribes do, they do each have</p> <p>12 their own rules about who is entitled to hold land</p> <p>13 on their Reserves?</p> <p>14 A. I would presume so, yes.</p> <p>15 196 Q. And who is entitled to receive</p> <p>16 housing on their Reserves?</p> <p>17 A. I would presume so, yes.</p> <p>18 197 Q. And in terms of their rules, they</p> <p>19 just don't allow anybody to come and move on to</p> <p>20 their lands; is that fair?</p> <p>21 MR. CARRUTHERS: Just to clarify, who</p> <p>22 is "they", Mr. Janes?</p> <p>23 BY MR. JANES:</p> <p>24 198 Q. The individual Indian Act or</p> <p>25 Tribal entities that we have been talking about.</p>	41

1 A. That is fair to say.

2 199 Q. Really, they each decide who can

3 come on to their lands and stay there; is that

4 fair?

5 A. Yes.

6 200 Q. And by "their lands", I mean --

7 A. Live there.

8 201 Q. Sorry?

9 A. To live there, yes.

10 202 Q. Yes, okay.

11 A. Anybody can visit, anyway.

12 203 Q. And when I say "these lands", this

13 means their Reserves, right?

14 A. Correct.

15 MR. JANES: I would just like to take a

16 few moments and consult with my clients. Can we

17 just have five minutes?

18 MR. CARRUTHERS: That is fine with us.

19 -- RECESSED AT 2:56 P.M.

20 -- RESUMED AT 3:01 P.M.

21 MR. JANES: So thank you very much, Mr.

22 Martin. Those are all of my questions.

23 THE WITNESS: Thank you.

24 MR. CARRUTHERS: I understand that

25 neither of the other parties will be examining and

1 no re-exam from us, so thank you, Mr. Martin.

2 MR. JANES: You are a free man.

3 THE WITNESS: Thank you. Have a good

4 day.

5 MR. JANES: Thank you.

6

7 -- Adjourned at 3:01 p.m.

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REPORTER'S CERTIFICATE


I, DEANA SANTEDICOLA, RPR, CRR,
CSR, Certified Shorthand Reporter, certify:

That the foregoing proceedings were
taken before me at the time and place therein set
forth, at which time the witness was put under oath
by me;

That the testimony of the witness
and all objections made at the time of the
examination were recorded stenographically by me
and were thereafter transcribed;

That the foregoing is a true and
correct transcript of my shorthand notes so taken.

Dated this 10th day of March, 2023.


NEESONS, A VERITEXT COMPANY
PER: DEANA SANTEDICOLA, RPR, CRR, CSR

TAB D

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Court File No. CV-18-594281-0000

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

Defendant

--- This is the Examination of STEFAN
MATIATION, Director General, Specific Claims
Branch at Crown-Indigenous, taken at the offices
of Neesons Reporting Inc., a Veritext Company,
77 King Street West, Suite 2020, Toronto,
Ontario, on the 9th day of March, 2023.

Job No. ON5773593

<p>1 A P P E A R A N C E S:</p> <p>2 Robert Janes, Esq., for the Plaintiff</p> <p>3 Gregory Sheppard, Esq.,</p> <p>4 Max Shapiro, Esq.</p> <p>5</p> <p>6 Tania Mitchell, Esq., for the Defendant</p> <p>7 Myra Sivaloganathan, Esq.,</p> <p>8 Hasan Junaid, Esq.</p> <p>9 Elizabeth Chan, Esq., (via video conference)</p> <p>10</p> <p>11 Jack MacDonald, for the Haudenosaunee</p> <p>12 Development Institute</p> <p>13</p> <p>14 David J. Feliciant, for the Attorney</p> <p>15 General of Ontario</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Reported by: Leila Heckert, CVR, RCP-M</p>	<p>2</p> <p>4</p> <p>5</p> <p>27</p> <p>40</p> <p>44</p> <p>48</p> <p>5</p>
<p>1 I N D E X</p> <p>2 PAGE</p> <p>3 WITNESS: STEFAN MATIATION</p> <p>4 EXAMINATION BY: Mr. Janes.....5</p> <p>5</p> <p>6 The following list of undertakings, advisements</p> <p>7 and refusals is meant as a guide only for the</p> <p>8 assistance of counsel and no other purpose.</p> <p>9</p> <p>10 I N D E X O F U N D E R T A K I N G S</p> <p>11 The questions/requests undertaken are noted by</p> <p>12 U/T and appear on the following page/line:</p> <p>13 None.</p> <p>14</p> <p>15 I N D E X O F A D V I S E M E N T S</p> <p>16 The questions/requests taken under advisement</p> <p>17 are noted by a U/A and appear on the following</p> <p>18 page/line: None.</p> <p>19</p> <p>20 I N D E X O F R E F U S A L S</p> <p>21 The questions/requests refused are noted by R/F</p> <p>22 and appear on the following page/line: None.</p> <p>23</p> <p>24</p> <p>25</p>	<p>3</p> <p>5</p> <p>5</p> <p>27</p> <p>40</p> <p>44</p> <p>48</p> <p>5</p>

<p>1 A. Yeah, I joined -- I've been in 2 this position since spring of 2018. And 3 previous to that, I was director general counsel 4 in Aboriginal Law Centre in the Department of 5 Justice. 6 Q. And what does Aboriginal Law 7 Centre mean? 8 A. It's just the name of the team 9 really. 10 Q. Would you have a broad 11 responsibility for aboriginal law matters across 12 Canada or would it be a more narrowly focused 13 group? 14 A. It would be a broad 15 responsibility for aboriginal law matters. 16 Q. And that would include knowledge 17 -- would that include specific claims? 18 A. No, it didn't. 19 Q. But would it include claims made 20 with respect to reserve land outside the 21 specific claims context? 22 A. Typically, I don't recall ever 23 having seen anything related to reserve lands in 24 that job. It's more focused of Section 35 25 related matters.</p>	<p>6 8 1 government. Is that correct? 2 A. Correct. 3 Q. It deals with certain types of 4 subject matters and excludes other types of 5 subject matters. Is that fair? 6 A. Yes, that's true. 7 Q. And one type of claim that can be 8 brought is a claim for the loss of reserve land? 9 A. Correct. 10 Q. And likewise, claims for the 11 failure to set aside reserve land? 12 A. Yes. 13 Q. And also claims for reserve land 14 being illegally alienated? 15 A. Yes. 16 Q. And I'm going to suggest to you 17 that that extends to, in the right 18 circumstances, claims that arise before 19 Confederation? 20 A. Yes, we deal with claims that 21 arise before Confederation. 22 Q. It would also include claims with 23 respect to reserve land lost to flooding? 24 A. Yes. 25 Q. And I take it, that specific</p>
<p>7 1 Q. So treaty rights claims, for 2 example? 3 A. Well, Section 35 related in 4 general. 5 Q. And how long were you in that 6 position? 7 A. The previous one? I was there 8 from spring of 2017 to spring of 2018. 9 Q. And I presume that you are a 10 lawyer? 11 A. I am. 12 Q. And are you presently a 13 practising lawyer? 14 A. No, I'm not. 15 Q. When did you stop being a 16 practising lawyer? 17 A. In my current position I'm an 18 executive. So I'm not -- I haven't been 19 practising since spring of 2018. 20 Q. So I just want to talk to you 21 little bit about what the nature of the specific 22 claims are. The specific claims are -- is 23 actually a description of -- a technical 24 description, if you wish, of a certain type of 25 claim that can be brought against the federal</p>	<p>9 1 claims will also address issues with respect to 2 the mismanagement or loss of Indian monies? 3 A. Correct. 4 Q. And I'm going to suggest to you 5 that would also include in the right 6 circumstances, claims related to the loss of 7 Indian monies where those losses occurred before 8 Confederation? I'll give you an example. 9 As I understand it, you've settled a 10 claim, or Canada has settled a claim involving 11 the Clench defalcation? 12 A. I'd have to recall whether we've 13 settled one with that name. I can't remember to 14 be honest. But I think the -- if the question 15 is "could it involve mismanagement of monies 16 arising from facts before Confederation," I 17 would say yes. 18 Q. And you've also settled claims 19 related to shortfalls in the compensation for 20 reserve land that was alienated? 21 A. Correct. 22 Q. You do not deal with aboriginal 23 title claims? 24 A. Correct. 25 Q. And you do not deal with claims</p>

10	<p>1 such as hunting right claims?</p> <p>2 A. That's correct.</p> <p>3 27 Q. Fishing right claims?</p> <p>4 A. Correct.</p> <p>5 28 Q. Let me ask you the question so</p> <p>6 it's clear on the record.</p> <p>7 A. Oh, sorry.</p> <p>8 29 Q. It was my mistake, not yours.</p> <p>9 You do not deal with claims involving</p> <p>10 fishing right claims?</p> <p>11 A. Correct.</p> <p>12 30 Q. And you do not deal with claims</p> <p>13 involving mobility rights?</p> <p>14 A. Correct.</p> <p>15 31 Q. And I'm going to talk now a</p> <p>16 little bit about how the specific claims process</p> <p>17 works. This is a process that starts outside of</p> <p>18 any court process, correct?</p> <p>19 A. Correct.</p> <p>20 32 Q. And it involves, as a first step,</p> <p>21 a claimant group filing a claim with the</p> <p>22 specific claims branch?</p> <p>23 A. Correct.</p> <p>24 33 Q. And I take it there's an initial</p> <p>25 period where there's an examination of whether</p>	12
11	<p>1 or not the claim is in a satisfactory form?</p> <p>2 A. That's correct.</p> <p>3 34 Q. And I take it, that unlike a</p> <p>4 court case, which just starts with a Statement</p> <p>5 of Claim, typically a specific claim will start</p> <p>6 with substantially more information. Is that</p> <p>7 fair?</p> <p>8 A. I think it might depend. But</p> <p>9 typically, it would start with enough</p> <p>10 information to enable an assessment of the</p> <p>11 claim.</p> <p>12 35 Q. Right. And I'm going to suggest</p> <p>13 to you that typically, at least it will start</p> <p>14 with some kind of a description of the claim</p> <p>15 provided by the Nation?</p> <p>16 A. Correct.</p> <p>17 36 Q. And it will also then include</p> <p>18 typically, sort of, evidentiary material such as</p> <p>19 historical reports, correct?</p> <p>20 A. Correct.</p> <p>21 37 Q. Or historical documents?</p> <p>22 A. Correct.</p> <p>23 38 Q. And sometimes will include legal</p> <p>24 arguments with respect to why the claim is</p> <p>25 substantiated?</p>	13
10	<p>1 A. Correct, yes.</p> <p>2 39 Q. And then after this initial</p> <p>3 process where there's an evaluation of whether</p> <p>4 the claim is in the satisfactory form, I take</p> <p>5 it, then it moves on to a process where the</p> <p>6 specific claims branch assesses the claim?</p> <p>7 A. Correct, yes.</p> <p>8 40 Q. And I take it what that involves</p> <p>9 is an assessment of the evidence and the law to</p> <p>10 determine whether or not a claim for, I think</p> <p>11 the term that's used, a breach of legal</p> <p>12 obligation has been made out?</p> <p>13 A. That's correct. A "breach of</p> <p>14 lawful obligation" is how it's typically put.</p> <p>15 41 Q. And based upon that analysis, a</p> <p>16 decision is made by the Government of Canada as</p> <p>17 to whether to negotiate with a First Nation or</p> <p>18 advise them that they will not proceed to</p> <p>19 negotiations?</p> <p>20 A. It's a decision of the Minister</p> <p>21 of Crown Indigenous Relations on behalf of the</p> <p>22 government.</p> <p>23 42 Q. On the basis of advice from the</p> <p>24 specific claims branch and, I presume, the</p> <p>25 Department of Justice?</p>	13

<p style="text-align: right;">14</p> <p>1 47 Q. And then either an agreement is 2 reached and then there's a process of 3 implementing an agreement, correct? 4 A. Correct. 5 48 Q. Or alternatively, if an agreement 6 is not reached, again the Nation can have access 7 to the specific claims tribunal? 8 A. Correct. 9 49 Q. Now, I'm going to suggest to you 10 that when settlements are reached, there's a 11 decision made about the process that's adopted 12 to ratify the agreement. Is that correct? 13 A. Correct. 14 50 Q. In some cases, agreements require 15 community ratification? 16 A. Correct. 17 51 Q. I take it that's often in 18 situations where there's a question of, for 19 example, a claim about whether or not a 20 surrender, for example, was valid, and so 21 there's actually a claim for land involved? 22 A. Yeah. If there were an invalid 23 surrender and a need to undertake a modern 24 surrender, then that would trigger the Indian 25 Act regulations that are applicable to</p>	<p style="text-align: right;">16</p> <p>1 return of land or the status of land, the 2 specific claims process is designed that what 3 would come out of as money and then -- 4 A. Yeah, correct. 5 54 Q. And then the anticipation is that 6 land will be acquired through subsequent 7 negotiations or acquisition? 8 A. Yeah. Money is paid, and then 9 the First Nation can use that money to purchase 10 lands on a willing -- seller willing buyer 11 basis. 12 55 Q. In some cases, the willing seller 13 willing buyer might be a province, and so those 14 negotiations might go on in parallel. 15 A. It's possible, yes. 16 56 Q. I'm going to suggest to you that 17 there's a number of specific claims that of been 18 bought by bands that are characterized as 19 Haudenosaunee or Six Nations peoples? 20 A. There are a number of claims from 21 Six Nations, yes. 22 57 Q. Sorry. I want to be clear. I'm 23 not talking exclusively about Six Nations of the 24 Grand River. But I'm talking about other bands 25 that could be characterized as either Six</p>
<p style="text-align: right;">15</p> <p>1 ratifications of surrender votes, so that would 2 trigger that kind. 3 And if there's no surrender involved, 4 then ratification is conducted by the community 5 based on their procedures, and there's a 6 discussion about what sort of threshold of, you 7 know, a support of vote is needed to move 8 forward. 9 52 Q. And I take it that underneath 10 this is that this reflects the fact that the 11 normal situation of the specific claims process 12 is that the resolution is limited to an award of 13 money rather than an award of land, for example? 14 A. Yeah, it's -- I would say, any 15 settlement would include an award of money or an 16 agreement about money to be paid as 17 compensation. And in some cases, there's an 18 identification about an amount of land that a 19 First Nation could go through the process to 20 have added to reserve, and they would then 21 follow the additions to reserve policy and 22 process to do that. 23 53 Q. But what I'm getting at is that 24 unlike in a court case where a court could say, 25 for example, make orders with respect to the</p>	<p style="text-align: right;">17</p> <p>1 Nations or Haudenosaunee? 2 A. I think that's correct. I 3 typically think of them as Mohawk bands. 4 58 Q. And so let me just give you an 5 example of one. As I understand it, the Mohawks 6 of the Bay of Quinte have brought a specific 7 claim? 8 A. Correct. 9 59 Q. I think they brought a number of 10 specific claims. 11 A. Correct. 12 60 Q. And one of them, for example, 13 recently was the Culbertson Tract claim. Is 14 that correct? 15 A. Correct, yes. 16 61 Q. And so the Mohawks of the Bay of 17 Quinte are a Mohawk band? 18 A. Correct. 19 62 Q. And I take it that this includes 20 lands that were covered by Treaty -- the 21 document that's often referred to as 22 "Treaty 3 1/2"? 23 A. I haven't had it referred to me 24 that way. 25 63 Q. It's sometimes referred to as the</p>

18	<p>1 Simcoe Deed.</p> <p>2 A. I--</p> <p>3 64 Q. You can consult with your counsel</p> <p>4 on that point about the proper name if you want</p> <p>5 to. You don't know?</p> <p>6 A. My recollect -- I mean, I've</p> <p>7 always just thought of it as the Culbertson</p> <p>8 Tract Claim, to be honest.</p> <p>9 65 Q. But I take it this is a case that</p> <p>10 involved an alleged alienation of reserve land?</p> <p>11 I think it's about 923.4 acres, correct?</p> <p>12 A. Correct.</p> <p>13 66 Q. And this claim predates</p> <p>14 Confederation, doesn't it?</p> <p>15 A. Correct.</p> <p>16 67 Q. And I take it this claim was not</p> <p>17 filed by the Haudenosaunee Confederacy?</p> <p>18 A. Correct.</p> <p>19 68 Q. It was not filed by the</p> <p>20 Haudenosaunee Development Inc.?</p> <p>21 A. Correct.</p> <p>22 69 Q. And I understand that Canada has</p> <p>23 reached a partial settlement of that claim?</p> <p>24 A. Correct.</p> <p>25 70 Q. And as I understand, the partial</p>	20
19	<p>1 settlement involves a smaller tract of the land</p> <p>2 being returned to the Mohawks of the Bay of</p> <p>3 Quinte?</p> <p>4 A. Correct.</p> <p>5 71 Q. I take it probably what this</p> <p>6 involves is money from Canada which has been</p> <p>7 used to acquire land which will then go to the</p> <p>8 additions to reserve process?</p> <p>9 A. This one is a little bit of a</p> <p>10 unique scenario. It involves Ontario, as well</p> <p>11 as being engaged in the process of getting the</p> <p>12 land to the First Nation. And it's about a</p> <p>13 one-third portion of that Culbertson Tract area.</p> <p>14 72 Q. And I take it that this was a --</p> <p>15 this settlement required a ratification by a</p> <p>16 community vote?</p> <p>17 A. Correct.</p> <p>18 73 Q. And I take it this was a vote of</p> <p>19 the Mohawks of the Bay of Quinte?</p> <p>20 A. Correct.</p> <p>21 74 Q. It was not a vote of the</p> <p>22 Haudenosaunee Confederacy?</p> <p>23 A. Correct.</p> <p>24 75 Q. And the partial settlement was</p> <p>25 not subject to approval by the Haudenosaunee</p>	21
20	<p>1 Confederacy?</p> <p>2 A. Correct.</p> <p>3 76 Q. It was not subject to approval by</p> <p>4 the Haudenosaunee Confederacy Chiefs Council?</p> <p>5 A. Correct.</p> <p>6 77 Q. And it was not subject to</p> <p>7 approval by the Haudenosaunee Development</p> <p>8 Institute?</p> <p>9 A. Correct.</p> <p>10 78 Q. And I understand the ratification</p> <p>11 vote was successful?</p> <p>12 A. Correct.</p> <p>13 79 Q. And based on that successful</p> <p>14 ratification, the agreement has gone on to be</p> <p>15 signed?</p> <p>16 A. Correct.</p> <p>17 80 Q. And I take it you're in the</p> <p>18 process of implementation now?</p> <p>19 A. Correct.</p> <p>20 81 Q. And I take it that no release was</p> <p>21 required to complete this process from the</p> <p>22 Haudenosaunee Confederacy?</p> <p>23 A. Correct.</p> <p>24 82 Q. There was no release required</p> <p>25 from the Haudenosaunee Confederacy Chiefs?</p>	21
21	<p>1 A. Correct.</p> <p>2 83 Q. There was no release required</p> <p>3 from the Haudenosaunee Development Institute?</p> <p>4 A. Correct.</p> <p>5 84 Q. And the Haudenosaunee Confederacy</p> <p>6 did not challenge this partial settlement to</p> <p>7 your knowledge?</p> <p>8 A. Not to my knowledge.</p> <p>9 85 Q. I'm going to suggest to you that</p> <p>10 if a court case, for example, were brought to</p> <p>11 challenge the settlement, this would be brought</p> <p>12 to your attention?</p> <p>13 A. Correct.</p> <p>14 86 Q. That would be an important event?</p> <p>15 A. Yes, it would be.</p> <p>16 87 Q. Yes. And likewise, the</p> <p>17 Haudenosaunee Confederacy Chiefs have not</p> <p>18 challenged this partial settlement?</p> <p>19 A. Not to my knowledge.</p> <p>20 88 Q. And the Haudenosaunee Development</p> <p>21 Inc. has not challenged it? Excuse me. I've</p> <p>22 said the Haudenosaunee Development Inc. I think</p> <p>23 it's actually the Haudenosaunee Development</p> <p>24 Institute.</p> <p>25 MS. MITCHELL: Institute, yes.</p>	21

<p style="text-align: right;">22</p> <p>1 THE WITNESS: Not to my knowledge. 2 BY MR. JANES: 3 89 Q. And another one of these Mohawk 4 groups that you've negotiated I'd suggest is the 5 Mohawks of Akwesasne? 6 A. Correct. 7 90 Q. And in the claim that I want to 8 talk to you about is the claim that's sometimes 9 referred to as the Dundee Claim? 10 A. Correct, yes. 11 91 Q. So this was a specific claim, 12 again, bought by the Akwesasne Mohawk Nation? 13 A. Correct. 14 92 Q. And that's a band under the 15 Indian Act? 16 A. Correct. 17 93 Q. I take it they are situated near 18 Cornwall? 19 A. That's correct. 20 94 Q. I take it there's kind of a 21 complex series of reserves. There's some in 22 Ontario, some in Québec, and then there's an 23 American reservation on the other side of the 24 river, correct? 25 A. Correct, yes.</p>	<p style="text-align: right;">24</p> <p>1 A. Correct. 2 101 Q. And again, this specific claim 3 was not brought by the Haudenosaunee 4 Confederacy? 5 A. Correct. 6 102 Q. And it is not brought by the 7 Haudenosaunee Confederacy Chiefs Council? 8 A. Correct. 9 103 Q. And it was not brought by the 10 Haudenosaunee Development Institute? 11 A. Correct. 12 104 Q. And as I understand it, there was 13 a general settlement proposal reached? 14 A. Correct. 15 105 Q. And let me dig this out. I'm 16 just going to show you a document. Can you just 17 take a moment and look through this document. 18 Have you seen this document before? 19 A. Yes. 20 106 Q. And I take it that it is a 21 document that was prepared to summarize and 22 present the proposed settlement agreement? 23 A. This was prepared by Akwesasne -- 24 107 Q. Yes. 25 A. -- for that purpose, yes.</p>
<p style="text-align: right;">23</p> <p>1 95 Q. And I take it that this claim 2 relates to the loss of land that form part of 3 the reserve in Québec. Is that right? 4 A. Correct. 5 96 Q. And it involves essentially 6 losses that flowed from illegal leases of 7 reserve land dating back to 1809? 8 A. That's correct, except I'm not 9 sure if they were illegal necessarily, 10 initially. But -- 11 97 Q. Allegedly illegal. 12 A. Correct, yep, correct. 13 98 Q. The reporter will hate us for 14 talking over each other. So I... 15 A. Oh, sorry. 16 99 Q. I think I may have done it first. 17 Don't worry. So let's just make sure we have 18 this clear on the record. 19 Is this claim related to alleged 20 losses that flowed from allegedly illegal leases 21 granted in the early 1800s? 22 A. Correct. 23 100 Q. And as I understand it, there was 24 a resolution process in the late 1800s which the 25 Mohawks of Akwesasne found unacceptable?</p>	<p style="text-align: right;">25</p> <p>1 108 Q. And, you understand, to 2 accurately reflect the settlements on the 3 agreement? 4 A. Yes. 5 109 Q. And I take it that in this case, 6 again, there was a ratification vote by the 7 community? 8 A. Correct. 9 110 Q. And again, the settlement 10 proposal was, in fact, ratified by the 11 community? 12 A. Correct. 13 111 Q. As I understand it, there was 14 actually an appeal of this vote. Is that 15 correct? 16 A. Correct, yes. 17 112 Q. Within the processes provided for 18 by the Akwesasne? 19 A. Correct. 20 113 Q. And that appeal was rejected? 21 A. The appeal went through their 22 process and was unsuccessful as I understand it. 23 114 Q. And you're now proceeding with 24 the settlement? 25 A. This settlement is already signed</p>

<p style="text-align: right;">26</p> <p>1 and paid out.</p> <p>2 115 Q. The money has been paid to --</p> <p>3 A. Correct.</p> <p>4 116 Q. -- to Akwesasne?</p> <p>5 A. Yeah.</p> <p>6 117 Q. The money wasn't paid to anybody</p> <p>7 other than Akwesasne?</p> <p>8 A. Correct.</p> <p>9 118 Q. You didn't send any cheques to</p> <p>10 the Haudenosaunee Confederacy?</p> <p>11 A. No, we did not.</p> <p>12 119 Q. You did not send any cheques to</p> <p>13 the Haudenosaunee Development Institute?</p> <p>14 A. No.</p> <p>15 120 Q. You did not send any cheques to</p> <p>16 the Haudenosaunee Confederacy Chiefs?</p> <p>17 A. No.</p> <p>18 121 Q. And likewise, again - and I'm</p> <p>19 sorry that these questions are somewhat</p> <p>20 repetitive, but we've got to work through them -</p> <p>21 this settlement did not require approval of the</p> <p>22 Haudenosaunee Confederacy?</p> <p>23 A. Correct.</p> <p>24 122 Q. This settlement did not require</p> <p>25 approval of the Haudenosaunee Confederacy</p>	<p style="text-align: right;">28</p> <p>1 BY MR. JANES:</p> <p>2 129 Q. And I realize I failed to do all</p> <p>3 of my assignments in the first part of these</p> <p>4 questions. I just want to just show you this</p> <p>5 document.</p> <p>6 Have you seen this document before?</p> <p>7 A. No, I haven't.</p> <p>8 130 Q. Can you take a moment and just</p> <p>9 read through it. And particularly what I'd like</p> <p>10 you to look at is the map on the first page, and</p> <p>11 then the description in the first full paragraph</p> <p>12 of the second page.</p> <p>13 MS. MITCHELL: Can I get a copy?</p> <p>14 MR. JANES: Absolutely.</p> <p>15 MS. MITCHELL: Thank you.</p> <p>16 MR. JANES: This is going to be the</p> <p>17 next line of questions, and I'll come back the</p> <p>18 Tyendinaga settlement.</p> <p>19 THE WITNESS: Okay.</p> <p>20 (Reporter seeks clarification.)</p> <p>21 MR. JANES: Sorry. Mohawks of the Bay</p> <p>22 of Quinte settlement.</p> <p>23 MS. MITCHELL: But you haven't seen</p> <p>24 this before, right Stefan.</p> <p>25 THE WITNESS: No, I haven't.</p>
<p style="text-align: right;">27</p> <p>1 Chiefs?</p> <p>2 A. Correct.</p> <p>3 123 Q. And this settlement did not</p> <p>4 require approval of the Haudenosaunee</p> <p>5 Development Institute?</p> <p>6 A. Correct.</p> <p>7 124 Q. And Canada did not require</p> <p>8 releases from any of these three entities?</p> <p>9 A. Correct.</p> <p>10 125 Q. And to the best of your</p> <p>11 knowledge, the Haudenosaunee Confederacy has not</p> <p>12 challenged the settlement?</p> <p>13 A. Correct.</p> <p>14 126 Q. The Haudenosaunee Confederacy</p> <p>15 Chiefs have not challenged the settlement?</p> <p>16 A. Correct.</p> <p>17 127 Q. And the Haudenosaunee Development</p> <p>18 Institute has not challenged the settlement?</p> <p>19 A. Not to my knowledge.</p> <p>20 128 Q. Can we mark this document</p> <p>21 labelled - I'm going to just use the English</p> <p>22 part of the names - the Dundee Claim Settlement</p> <p>23 Agreement, simple language, as the next exhibit.</p> <p>24 EXHIBIT NO. 2: Dundee Claim</p> <p>25 Settlement Agreement.</p>	<p style="text-align: right;">29</p> <p>1 BY MR. JANES:</p> <p>2 131 Q. I'm going to ask you a few</p> <p>3 questions about the document, and then we'll</p> <p>4 figure out what we are going to do from there.</p> <p>5 A. Okay.</p> <p>6 132 Q. I take it another specific claim</p> <p>7 that has been bought is by the Mohawks of</p> <p>8 Akwesasne?</p> <p>9 A. Yes.</p> <p>10 133 Q. And this claim -- this is a</p> <p>11 separate claim called the "Kawehno:ke Claim,"</p> <p>12 and I'm undoubtedly doing the pronunciation</p> <p>13 terribly, but that's spelled K-A-W-E-H-N-O,</p> <p>14 colon, K-E Claim?</p> <p>15 A. Correct.</p> <p>16 134 Q. This is different than the Dundee</p> <p>17 Claim?</p> <p>18 A. Correct.</p> <p>19 135 Q. And I take it this was a claim</p> <p>20 for inadequate compensation for the alienation</p> <p>21 of reserve land?</p> <p>22 A. Correct.</p> <p>23 136 Q. And a failure to obtain revenues</p> <p>24 from reserved land for certain periods of time?</p> <p>25 A. To the best of my knowledge, yes.</p>

<p style="text-align: right;">30</p> <p>1 137 Q. And again, this claim was bought 2 by the Mohawks of Akwesasne? 3 A. Correct. 4 138 Q. By the band? 5 A. Yes. 6 139 Q. Not by the Haudenosaunee 7 Confederacy? 8 A. Correct. 9 140 Q. Not by the Haudenosaunee 10 Confederacy Chiefs? 11 A. Correct. 12 141 Q. Not by Haudenosaunee Development 13 Institute? 14 A. Correct. 15 142 Q. And again, here, there's been a 16 completed settlement? 17 A. Correct. 18 143 Q. And this settlement required a 19 referendum of the community? 20 A. I believe so. 21 144 Q. And again, rather than asking you 22 a sequence of questions, I'll ask it all 23 together. I take it the Government of Canada 24 did not require approval from any of the 25 Haudenosaunee Confederacy, the Haudenosaunee</p>	<p style="text-align: right;">32</p> <p>1 149 Q. If you look at the second page, 2 does that one paragraph description in the 3 middle of the page appear to accurately describe 4 the proposed settlement that's being considered? 5 A. To the best of my recollection, 6 yes, without having looked at the -- 7 double-checked it against the settlement 8 agreement itself. 9 150 Q. And this document appears to be 10 an announcement of the referendum being called 11 to settle the claim? 12 A. Correct. 13 151 Q. I'd like to mark this as the next 14 exhibit. 15 MS. MITCHELL: Okay. 16 MR. JANES: So let's get it straight 17 because unfortunately, I've actually confused 18 the record again. So the document is a 19 referendum called for the Tsi:Karístisere/Dundee 20 Claim settlement agreement. I'm afraid that my 21 conversational Mohawk is lacking. 22 EXHIBIT NO. 3: Referendum on 23 Tsi:Karístisere/Dundee Claim 24 Settlement Agreement. 25 BY MR. JANES:</p>
<p style="text-align: right;">31</p> <p>1 Confederacy Chiefs, or the Haudenosaunee 2 Development Institute? 3 A. Correct. 4 145 Q. And likewise, there were no 5 releases obtained from the Haudenosaunee 6 Confederacy, the Haudenosaunee Confederacy 7 Chiefs, or the Haudenosaunee Development 8 Institute? 9 A. Correct. 10 146 Q. And none of the Haudenosaunee 11 Confederacy, Haudenosaunee Confederacy Chiefs 12 Council, or the Haudenosaunee Development 13 Institute have challenged the settlement? 14 A. Not to my knowledge. 15 147 Q. And the map that's shown on the 16 document that I showed you, is that an accurate 17 map of the area the claim concerns? 18 A. The one that I'm looking at is a 19 map of Dundee. 20 148 Q. So I'm going to -- I've managed 21 to confuse myself. So just going back to the 22 Dundee Claim for a moment. 23 Is this an accurate map of the area 24 covered by the Dundee Claim? 25 A. It appears to be, yes.</p>	<p style="text-align: right;">33</p> <p>1 152 Q. Now, I'm going to ask you about 2 another claim that actually predates your time 3 at specific claims, and, in fact I suspect, 4 probably predates both of our day as lawyers. 5 But are you aware of a specific claim 6 that was bought by the Wahta Mohawk? 7 A. I became aware of it for purposes 8 of this discussion today. 9 153 Q. And that's sometimes referred to 10 as the Gibson Claim? 11 A. Correct. 12 154 Q. And as I understand it, the claim 13 involved a failed attempt to relocate the Mohawk 14 community at Oka, which I think is sometimes -- 15 it was probably called the Kanesatake. Is that 16 right? 17 A. Kanesatake. 18 155 Q. Kanesatake? 19 A. Yes. 20 156 Q. To an area north of Orillia. Is 21 that correct? 22 A. It's correct in terms of the 23 area. I'm not familiar with the facts of how 24 the group ended up there. 25 157 Q. But I take it that part of the --</p>

<p style="text-align: right;">34</p> <p>1 what the claim involved ultimately was an 2 allegation that there were 11,000 acres of land 3 that Canada improperly returned to the 4 Government of Ontario? 5 A. Correct. 6 158 Q. And that Canada had not properly 7 obtained a surrender for that land. That was 8 the allegation? 9 A. Correct. 10 159 Q. And this was a specific claim 11 filed by the Wahta Mohawk band? 12 A. Correct. 13 160 Q. And again, this claim was not 14 filed by the Haudenosaunee Confederacy? 15 A. Correct. 16 161 Q. It was not filed by the 17 Haudenosaunee Confederacy Chiefs Council? 18 A. Correct. 19 162 Q. In this claim was settled in the 20 early 1980s, correct? 21 A. Umm... 22 MS. MITCHELL: If you remember. 23 THE WITNESS: Sorry. I can't remember 24 exactly the date. 25 BY MR. JANES:</p>	<p style="text-align: right;">36</p> <p>1 169 Q. And I'm going to suggest to you 2 that the reason I'm not asking you about the 3 Haudenosaunee Development Institute because, as 4 I understand it, the Haudenosaunee Development 5 Institute did not exist at that time. 6 But I take it you have not received 7 any subsequent claims for the Haudenosaunee 8 Development Institute with respect to this 9 specific claim? 10 A. Correct. 11 170 Q. And again, no approval of the 12 settlement was sought from the Haudenosaunee 13 Confederacy? 14 A. Not to my knowledge. 15 171 Q. No approval was sought from the 16 Haudenosaunee Confederacy Chiefs? 17 A. Not to my knowledge. 18 172 Q. And no approval was sought -- the 19 HDI didn't exist, so we will pass over that. 20 And again, no releases were obtained 21 from either the Haudenosaunee Confederacy or the 22 Haudenosaunee Confederacy Chiefs? 23 A. Correct. 24 173 Q. I'm not going to mark that 25 because this is found in Chief Hill's affidavit.</p>
<p style="text-align: right;">35</p> <p>1 163 Q. Now, in my mass of papers here -- 2 I take it that the Government of Canada 3 maintains a convenient online registry which 4 provides lists of claims both that are pending 5 and settled or which have been rejected? 6 A. Correct. 7 164 Q. And it provides names for the 8 claim, the band that has brought the claim, and 9 a description of its status? 10 A. Correct. 11 165 Q. And I take it the Government of 12 Canada tries to maintain that registry as an 13 accurate description of the various claims? 14 A. Correct, yes. 15 166 Q. Just a moment. I'm going to find 16 the Wahta Claim. 17 A. Thank you. 18 MS. MITCHELL: He's doing it for you. 19 THE WITNESS: I know. 20 BY MR. JANES: 21 167 Q. So I was wrong in part. So the 22 claim was filed in the early 1980s? 23 A. Correct. 24 168 Q. And it was settled in 2004? 25 A. Correct.</p>	<p style="text-align: right;">37</p> <p>1 MS. MITCHELL: Okay. 2 BY MR. JANES: 3 174 Q. The one thing that's not in this 4 existing affidavit material... 5 MS. MITCHELL: Thank you. 6 BY MR. JANES: 7 175 Q. Just showing you a document. And 8 I'm going to come to the document in a moment. 9 But just take a moment, and I'm going to ask 10 you: Have you seen this document before, or at 11 least an online version of this document before? 12 A. Yes. 13 176 Q. And this would be the status 14 report on the specific claims filed by the Six 15 Nations of the Grand River? 16 A. Correct. 17 177 Q. And I just want to confirm that 18 the Six Nations has filed as number of specific 19 claims? 20 A. Correct. 21 178 Q. And I believe if we go to page 6 22 of 7, the bottom of the claim labelled 23 "Railway"? 24 A. Correct. 25 179 Q. So I take it that this was a</p>

<p style="text-align: right;">38</p> <p>1 claim, again, a specific claim brought by the 2 Six Nations of the Grand River? 3 A. Correct. 4 180 Q. Concerned alleged faulty 5 expropriation of land in 1875 for railway 6 purposes? 7 A. I'm relying on the document, but 8 correct, based on the document. 9 181 Q. And it was filed in 1983? 10 A. Correct. 11 182 Q. And it was settled quite promptly 12 in 1985, correct? 13 A. Correct. 14 183 Q. And to the best of your 15 knowledge, did the Haudenosaunee Confederacy 16 challenge this claim? 17 A. Not to my knowledge. 18 184 Q. Or the Haudenosaunee Confederacy 19 Chiefs? 20 A. Not to my knowledge. 21 185 Q. And to the best of your 22 knowledge, was there any release sought from the 23 Haudenosaunee Confederacy for this claim? 24 A. Not to my knowledge. 25 186 Q. Or from the Haudenosaunee</p>	<p style="text-align: right;">39</p> <p>1 Confederacy Chiefs? 2 A. Not to my knowledge. 3 187 Q. Now the remainder of these 4 claims, there's an entry that says "Date 5 litigation became active"? 6 A. Correct. 7 188 Q. And it says 1995-03-24? 8 A. Correct. 9 189 Q. And I take it, that this is a 10 reference to the litigation that you are 11 presently giving evidence in, correct? 12 A. Correct. 13 190 Q. And I take it that's relevant 14 because the general practice of the specific 15 claims branch is that you do not engage in the 16 process of processing and negotiating a specific 17 claim while there is ongoing litigation. Is 18 that correct? 19 A. Correct. 20 191 Q. The expectation is that either 21 the Nation puts the litigation in abeyance or 22 drops the litigation if they want to continue 23 those negotiations or they chose the litigation 24 route? 25 A. Correct.</p>	<p style="text-align: right;">40</p> <p>1 192 Q. And with respect to all these 2 various claims that we see here where there's 3 listed "date litigation became active," the 4 litigation is being referenced is this 5 litigation that you are presently testifying in? 6 A. Correct. 7 193 Q. Could we have this marked as the 8 next exhibit? 9 MS. MITCHELL: Yes. 10 BY MR. JANES: 11 194 Q. And the document is a specific 12 claims branch status report on "Specific Claims 13 - Six Nations of the Grand River." And it's a 14 report as of March 6th, 2023. 15 EXHIBIT NO. 4: Status Report on 16 Specific Claims - Six Nations of the 17 Grand River, March 6th, 2023. 18 MS. MITCHELL: You should get your 19 branch to write the court number. 20 MR. JANES: Yes. 21 BY MR. JANES: 22 195 Q. So let me just do this one little 23 cleanup thing that I missed earlier. 24 Have you seen this document before? 25 A. No, I haven't.</p>	<p style="text-align: right;">41</p> <p>1 196 Q. Can you just take a moment and 2 look at it. And let me just tell you 3 specifically what to look at. If you look at 4 the first page, I'd like you to look at the map 5 that's shown at the top. And if you could look 6 at page 5 of 6, could you just look at the 7 overview. Okay, so can we just go to the map 8 first? 9 A. Yes. 10 197 Q. First of all, in the right-hand 11 side we see a smaller reference map. Is that 12 correct? 13 A. Correct. 14 198 Q. And there's an area outlined in 15 red that's labelled Tyendinaga Mohawk Territory? 16 A. Correct. 17 199 Q. And I take it Tyendinaga is 18 another name that's sometimes used to refer to 19 the Mohawks of the Bay of Quinte? 20 A. Correct. 21 200 Q. And this depicts, I'm going to 22 suggest to you, both the reserve and the claim 23 area. Is that correct? 24 A. Correct. 25 201 Q. And then if we look to the left,</p>
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<p style="text-align: right;">42</p> <p>1 we see an area shaded in blue, which is called 2 the Culbertson Tract. Is that correct? 3 A. Correct. 4 202 Q. That's the area that the Mohawks 5 of the Bay of Quinte Claim was unlawfully 6 alienated? 7 A. Correct. 8 203 Q. And then we see a purple hatched 9 area, correct? 10 A. Correct. 11 204 Q. And that's the piece of -- that's 12 the description of the piece of land that's 13 being transferred back, correct? 14 A. Correct. 15 205 Q. And when you look at this, this 16 does accurately depict the land in question? 17 A. Yes. 18 206 Q. And if we go to page 5 of 6, we 19 see a document that's labelled, "Overview". 20 Is this an accurate description of the 21 claim? 22 A. I believe so, yes. 23 207 Q. And that's where I just note this 24 reference to Treaty 3 1/2 there? 25 A. I see that now, yes.</p>	<p style="text-align: right;">44</p> <p>1 A. Correct. 2 213 Q. And now we are into ongoing 3 implementation? 4 A. Correct. 5 214 Q. Can we mark this as the next 6 exhibit? 7 MS. MITCHELL: And I count five? 8 MR. SHAPIRO: Yes. 9 BY MR. JANES: 10 215 Q. I guess I should give the report 11 a name for it. This is a document entitled 12 "Culbertson Tract." And it has a subtitle which 13 says: 14 "On this page, Members of the 15 Mohawks of the Bay of Quinte will be 16 able to find all the information 17 pertaining to the Culbertson Tract, 18 and the recent partial settlement land 19 claim." 20 EXHIBIT NO. 5: Culbertson Tract - 21 Mohawks of the Bay of Quinte. 22 BY MR. JANES: 23 216 Q. Now, I take it that you also 24 dealt with specific claims involving bands that 25 are part of the Robinson-Huron Treaty?</p>
<p style="text-align: right;">43</p> <p>1 208 Q. So will you agree with me that 2 the remainder of the document appears to be a 3 chronology of announcements of events related to 4 the ratification of this partial settlement? 5 A. Yes. 6 209 Q. And in terms of -- without 7 specifying on the specific dates, this all 8 appears to accurately depict the time frame in 9 which the ratification process occurred? 10 A. On a quick scan, it appears to, 11 yes. 12 210 Q. So this all happened in the, I 13 would suggest to you, in the time frame of 2020 14 to 2022? 15 A. I see the first item is 2021. 16 But generally speaking, yes. 17 211 Q. Sorry. Including the 18 negotiations and the final -- putting the final 19 touches on the settlement agreement, that 20 probably would have happened in 2020, 2021, that 21 time frame? 22 A. Yeah. The negotiations were 23 underway earlier than that. 24 212 Q. And the ratification process went 25 through '21, 2022?</p>	<p style="text-align: right;">45</p> <p>1 A. Correct. 2 217 Q. And just for example, 3 Michipicoten First Nation? 4 A. Correct. 5 218 Q. And Fort William First Nation? 6 A. Correct. 7 219 Q. And in both those cases, claims 8 were brought with respect to allegations that 9 there was a failure to include land in their 10 reserves for a variety of reasons? 11 A. Yeah. I'm not up on the details 12 of those claims. 13 220 Q. But at a high level, that would 14 be an accurate description? 15 A. Correct. 16 221 Q. I'm just going to check to see if 17 at a high level this will trigger anything. 18 Take it, for example, these nations 19 brought claims that are referred to as "Leagues 20 to Miles" claims? 21 A. I don't recall exactly if they 22 did or not. 23 222 Q. But in summary, there's certainly 24 an allegation that not enough land was set aside 25 for them under the Robinson-Huron Treaty?</p>

<p>1 A. Correct.</p> <p>2 223 Q. And would you have been part of</p> <p>3 looking -- would you have been part of the</p> <p>4 specific claims branch or involved in advising</p> <p>5 the specific claims branch when any of these</p> <p>6 negotiations were happening?</p> <p>7 A. No, I wasn't.</p> <p>8 224 Q. Have you, as a part of your work</p> <p>9 in specific claims branch, had to deal with</p> <p>10 other claims dealing with the Robinson-Huron</p> <p>11 Treaty?</p> <p>12 A. Yes.</p> <p>13 225 Q. Are you familiar with the text of</p> <p>14 the Robinson-Huron Treaty?</p> <p>15 A. Not off the top of my head.</p> <p>16 226 Q. Have you read it?</p> <p>17 A. Possibly in the past.</p> <p>18 227 Q. I'm going to show you from the</p> <p>19 Government of Canada website, the documents</p> <p>20 that's described as the text of the</p> <p>21 Robinson-Huron Treaty. And maybe before you</p> <p>22 torture yourself in reading all of it, let me</p> <p>23 just see if we can agree on a few things.</p> <p>24 I take it that we have a situation</p> <p>25 here where there is one treaty, correct, that</p>	<p>46</p>	<p>1 who've signed or who are beneficiaries of the</p> <p>2 Robinson-Huron Treaty?</p> <p>3 A. Correct.</p> <p>4 233 Q. Just taking a look at that, does</p> <p>5 this look like the text of the Robinson-Huron</p> <p>6 Treaty as the Government of Canada understands</p> <p>7 it to be?</p> <p>8 A. Yes, it does.</p> <p>9 234 Q. It actually has a convenient</p> <p>10 Government of Canada flag at the top and</p> <p>11 Government of Canada label there, correct?</p> <p>12 A. Yes.</p> <p>13 235 Q. And this is a pre-Confederation</p> <p>14 treaty?</p> <p>15 A. Correct.</p> <p>16 236 Q. Signed in 1850. I think it's</p> <p>17 right at the top of the page.</p> <p>18 A. Yes, correct.</p> <p>19 237 Q. Can we mark this as the next</p> <p>20 exhibit?</p> <p>21 MS. MITCHELL: Sure.</p> <p>22 EXHIBIT NO. 6: Copy of Robinson-Huron</p> <p>23 Treaty.</p> <p>24 MR. JANES: Can I just have a few</p> <p>25 moments to confer with my colleagues?</p>	<p>48</p>
<p>1 covers several bands?</p> <p>2 A. Correct.</p> <p>3 228 Q. And under the Treaty, there are</p> <p>4 reserves set aside for different groups,</p> <p>5 correct?</p> <p>6 A. Correct.</p> <p>7 229 Q. And so even though there's one</p> <p>8 treaty, we end up with different bands having</p> <p>9 different reserves, correct?</p> <p>10 A. Correct.</p> <p>11 230 Q. So when we see a claim being</p> <p>12 brought, and I take it settled by, for example,</p> <p>13 Michipicoten, the ratification process engages</p> <p>14 Michipicoten, correct?</p> <p>15 A. Correct.</p> <p>16 231 Q. It does not, for example require</p> <p>17 a vote of all of the Robinson-Huron bands to</p> <p>18 approve the sentiment?</p> <p>19 A. The only scenario where that</p> <p>20 might occur if there was some joint claim</p> <p>21 between two bands.</p> <p>22 232 Q. So the focus is that if you have</p> <p>23 a band where you have a reserve for that band,</p> <p>24 the approval is obtained from that band, not</p> <p>25 from the entire collectivity of the people</p>	<p>47</p>	<p>1 MS. MITCHELL: Of course.</p> <p>2 -- OFF THE RECORD DISCUSSION AT 10:47 A.M.</p> <p>3 -- RESUME AT 10:48 A.M.</p> <p>4 BY MR. JANES:</p> <p>5 238 Q. Well, from my point of view, you</p> <p>6 are a free man.</p> <p>7 MS. MITCHELL: Hey, look at that.</p> <p>8 THE WITNESS: Thanks.</p> <p>9 MR. JANES: Well, your counsel may</p> <p>10 have re-examination.</p> <p>11 MS. MITCHELL: No. We are good.</p> <p>12 MR. JANES: And, of course, our</p> <p>13 friends at the end of the table may have</p> <p>14 questions.</p> <p>15 MR. MACDONALD: No.</p> <p>16 MR. JANES: Okay.</p> <p>17 THE WITNESS: Okay. Thank you.</p> <p>18 (Whereupon this examination concludes</p> <p>19 at 10:49 A.M.)</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>49</p>

REPORTER'S CERTIFICATE

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I, LEILA HECKERT, CVR, Certified
Verbatim Reporter, certify;

That the foregoing proceedings were
taken before me at the time and place therein
set forth at which time the witness was put
under oath by me;

That the testimony of the witness and
all objections made at the time of the
examination were recorded digitally by me and
were thereafter transcribed;

That the foregoing is a true and
accurate transcript of my shorthand notes so
taken. Dated this 16th day of March 2023.



PER: LEILA HECKERT
CERTIFIED VERBATIM REPORTER

TAB 1



Court File No. CV-18-594281-0000

**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 HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

NOTICE OF EXAMINATION

TO: Stefan Matiation, Director General, Specific Claims Branch at Crown-Indigenous Relations and Northern Affairs Canada

YOU ARE REQUIRED TO ATTEND

- In person
- By telephone conference
- By video conference

at the following location:

Zoom coordinates to be provided

on November 25, 2022 at 10:00 a.m. for:

Examination out of court of a witness before the hearing of a pending motion.

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. Any policies of the defendant Canada regarding the negotiation and settlement of Specific Claims, including but not limited to the Specific Claims Policy and Process Guide and its predecessors.
2. Any policies of the defendant Canada regarding the negotiation and settlement of claims related to a reserve, as that term is defined in the federal *Indian Act*.
3. The settlement agreements and documents regarding the process by which those agreements were ratified/approved for the following settled Specific Claims:
 - (a) Mohawks of the Bay of Quinte – Culbertson Tract claim. Partially settled on October 3, 2022;
 - (b) Mohawks of Akwesasne – Dundee claim. Settled on March 19, 2020;
 - (c) Mohawks of Akwesasne – Kawehno:ke claim. Settled on September 17, 2012; and
 - (d) Wahta Mohawk – Gibson claim. Settled on November 30, 2004.

(Source: Canada's Reporting Centre on Specific Claims)

4. The settlement agreements and documents regarding the process by which those agreements were ratified/approved for settled Specific Claims made by bands with reserves in areas covered by the Robinson Treaties, Treaty 3, and Treaty 9, including but not limited to:

- (a) Fort William First Nation; and

(b) Michipicoten First Nation.

5. Any documents related to claims made and/or proposed interventions by the Haudenosaunee Development Institute (“**HDI**”), Haudenosaunee Confederacy Chiefs Council (“**HCCC**”), and/or Haudenosaunee Confederacy (“**HC**”) in:

- (a) this court action;
- (b) any other court action;
- (c) any Specific Claim made pursuant to the defendant Canada’s Specific Claims Policy and Process Guide and its predecessors; and
- (d) any matter before the Specific Claims Tribunal since that inception of that tribunal.

For greater certainty, this includes any communications between the defendant Canada and the HDI, the HCCC, and either of their representatives regarding this court action.

November 3, 2022

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RIVER BAND OF INDIANS
Plaintiff

-and- THE ATTORNEY GENERAL
OF CANADA et al.
Defendants

-and- THE HAUDENOSAUNEE
DEVELOPMENT INSTITUTE et al.
Moving Party

Court File No. CV-18-594281-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brantford
and transferred to Toronto

NOTICE OF EXAMINATION

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Lawyers for the Plaintiff

TAB 2

Tsi:karístisere/Dundee Claim Settlement Agreement - Simple Language

THE MOHAWK COUNCIL OF AKWESASNE - ABORIGINAL RIGHTS & RESEARCH OFFICE

Issue 1

Seskehko:wa / September 2018

TSI:KARÍSTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT - EXECUTIVE SUMMARY

This document is to inform the Mohawks of Akwesasne of the proposed Tsi:karístisere/Dundee Claim Settlement Agreement initialed by the respective negotiators of the Mohawks of Akwesasne and Canada in June 2018 (the "Settlement Agreement"). This document contains the text of the Settlement Agreement together with a plain language explanation of its provisions where thought needed, plus notes to put some of the provisions in perspective. To see the original Settlement Agreement, please contact the Aboriginal Rights and Research Office. The Settlement Agreement will not be executed unless at least a majority of the Mohawks of Akwesasne (at least 18 years old) vote in the upcoming community referendum and a majority of those voting cast a vote to approve the Settlement Agreement. The purpose of this document is to help inform the community of the terms and conditions of the Settlement Agreement as agreed to by the negotiation teams of Canada and the Mohawk Council of Akwesasne representing the Mohawks of Akwesasne.

UPCOMING MCA MEETINGS & SPECIAL DATES:

COMMUNITY INFORMATION SESSIONS

- September 19th - Tsi:snaihne Recreation Center, 6:00 p.m.
- September 20th - Kawehno:ke Recreation Center, 6:00 p.m.
- September 21st - Kana:takon Recreation Center, 6:00 p.m.
- September 22nd - Tsi' Tetewatakens - SRMT Office for the Aging, 10:00 a.m.

ONLINE VOTING

- OPEN - Monday, October 1st, 2018 at 9:00 a.m. (EST)
- CLOSE - Friday, December 7th, 2018 at 5:00 p.m. (EST)
- Referendum Officers will be traveling throughout Akwesasne to assist eligible referendum voters.

POLLING STATIONS - DECEMBER 8th, 2018

- Tsi:snaihne Recreation Center, 9:00 a.m. to 5:00 p.m. (EST)
- Kawehno:ke Recreation Center, 9:00 a.m. to 5:00 p.m. (EST)
- Kana:takon Recreation Center, 9:00 a.m. to 5:00 p.m. (EST)
 - Polling Station in Hogansburg to be Announced

MOHAWKS OF AKWESASNE: TSI:KARÍSTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

BRIEF HISTORY OF THE CLAIM

Commencing around 1809, non-Indian settlers began occupying the Tsi:karístisere/Dundee lands under leases granted by the St. Regis Mohawk Chiefs. Most of the leases were for 30 years or 99 years, but some were for 999 or 1000 years. Starting in 1819, the Crown became involved in all of the leases by having its agents (a) redraft leases entered into prior to 1819, (b) draft all new leases and (c) collect all rentals. All of the Tsi:karístisere/Dundee lands, except those in St. Regis Village and in Lot 15 of the Chenail (Snye), were eventually so leased to non-Indians, a total area comprising approximately 20,000 acres. All of the leases were illegal because there was no prior surrender as required under British Crown policy and the Royal Proclamation of 1763. As the 30-year leases expired, the Mohawks petitioned the Crown, without success, for the return to them of the lands subject to such leases. The Mohawks also protested on multiple occasions to the Crown about the irregular collection of rentals. As well, the non-Indian lessees continually petitioned the Government to regularize their title to the leased lands, as they well knew their title to be worthless.

In 1887, a Commission (the "Burbidge Commission") was formed by Canada to come up with a solution. It recommended that the leased lands be surrendered for the sum of \$50,000. On February 16, 1888 the Superintendent of Indian Affairs held a meeting of Akwesasne Mohawks in St. Regis Village, and the minutes drawn up by Canada of that meeting recorded that those present unanimously agreed to "surrender" the lands in Dundee Township that were then leased or had been leased to non-Indians. At the meeting a formal surrender document in English was signed by several Chiefs. Shortly afterwards, when the community realized what the "surrender" document stipulated, a formal protest was made to Canada by the Mohawks stating that they had never intended to sell the leased lands but that their intent was to have the lands "surrendered" to them. That protest reveals the completely divergent views of the Mohawks and Canada as to what transpired at the meeting of February 16, 1888. That protest was brushed aside by the Canadian authorities.

Ever since that time the community has fought to have the leased lands returned to community jurisdiction, and sought ways to obtain proper compensation for the loss of use of the said lands. After 1888, 2,204 acres of the leased lands were returned to reserve status. After much research, the Tsi:karístisere/Dundee Specific Land Claim was filed with Canada in 1981 by the Band Council of the time on behalf of the Mohawks of Akwesasne. Following numerous starts and stops the parties finally concluded a round on negotiations in 2012. Canada then processed the claim and returned on April 29, 2015 with a global settlement offer of \$239,808,436, in compensation together with its engagement to give the community the ability to have up to 18,282 acres of lands added to reserve status, following Canada's Additions to Reserve (ATR) policy.

Following Canada's offer, negotiations were restarted to create precise terms and conditions that Canada and the Mohawk Council of Akwesasne agreed were equitable to both parties. The language of the Settlement Agreement was finalized in June 2018 and a representative of the respective negotiating teams of the Mohawks of Akwesasne and Canada initialed the Settlement Agreement at the end of June 2018. The newly elected 2018-2021 Council decided on August 13, 2018 to set the dates and times of a community Referendum which will decide if the Mohawks of Akwesasne accept or reject the Settlement Agreement.

MOHAWKS OF AKWESASNE: TSI:KARÍSTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

CONTENTS

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2.0	COMPENSATION
3.0	MANAGEMENT AND USE OF COMPENSATION BALANCE
4.0	ACKNOWLEDGMENT OF SURRENDER
5.0	ADDITIONS TO RESERVE/NEW RESERVES
6.0	IMPLEMENTATION COMMITTEE
7.0	RELEASE
8.0	INDEMNITY
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MOHAWKS OF AKWESASNE TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT BETWEEN:

The Mohawks of Akwesasne, a "band" within the meaning of the Indian Act, as represented by the Mohawk Council of Akwesasne (hereinafter called the "Mohawks of Akwesasne")

AND:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called "Canada")

PREAMBLE

PREAMBLE

WHEREAS:

A. In 1981 (and revised in 1998), the Mohawks of Akwesasne submitted the Tsikaristisere/Dundee Claim under Canada's Specific Claims Policy, alleging, among other things, that: the February 16, 1888 surrender was invalid; all leasing prior to February 16, 1888 of the lands covered by the February 16, 1888 surrender was illegal; and Canada breached its fiduciary obligations with respect to these matters;

B. By letter dated March 10, 1988 (and December 20, 2002 for the revised claim), Canada accepted the Tsikaristisere/Dundee Claim for negotiation under the Specific Claims Policy; and

C. Canada and the Mohawks of Akwesasne have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Tsikaristisere/Dundee Claim.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE MOHAWKS OF AKWESASNE

AGREE AS FOLLOWS:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

(a) "**1888 Surrender**" means the surrender in 1888 by instrument dated the 16th day of February, 1888 of the Dundee Lands;

(b) "**Additions to Reserve/Reserve Creation Policy**" means the Department's policy and procedural guidelines in effect at the time of and pertaining to a First Nation's application for the granting of reserve status to land;

(c) "**Acquired Land**" means, for any one application to have lands set aside as reserve under this Settlement Agreement, one or more parcels of land within either the Ontario Selection Area or the Québec Selection Area, the acreage of which is, taking the aggregate of all lands set aside or in the process of being set aside under this Agreement, not in excess of the limits stipulated in Article 5.0;

(d) "**Akwesasne Membership Roll**" means a list of persons' names that is maintained under sections 8 and 10 of the Indian Act by the Mohawks of Akwesasne;

• *The definitions section provides the meaning of words and terms as they are to be understood within the Settlement Agreement.*

• *Schedules are listed and acknowledged as a part of the Settlement Agreement.*

1.0 DEFINITIONS AND SCHEDULES

(e) **“Ballot Question”** means the question asked of the Voters in a Referendum as set out in Schedule 1;

(f) **“Canada”** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;

(g) **“Claim”** means all matters, issues, allegations, actions, causes of action, suits, claims, damages, losses or demands whatsoever, inclusive of costs, or any obligation or liability whatsoever, whether in law, equity or otherwise, which the Mohawks of Akwesasne ever had, now have or may have against Canada, known or unknown, contained in the submissions of the Mohawks of Akwesasne under the Specific Claims Policy or the statement of claim in file T-314-02; and any liability, action, cause of action, suit, claim, damage, loss or demand whatsoever or any obligation or liability whatsoever, whether in law, equity or otherwise, which the Mohawks of Akwesasne ever had, now have or may ever have against Canada, known or unknown, related to or arising or resulting from:

i. all facts, matters and issues leading up to and for the creation of a reserve located in what is today known as the Township of Dundee in the Province of Québec for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne;

ii. any claim that the Mohawks of Akwesasne may have that lands located on the east side of the eastern boundary line of the Township of Dundee were at any time a part of the said reserve for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne;

iii. any and all use and occupation of the Dundee Lands by third parties at any and all times prior to the Effective Date of this Settlement Agreement;

iv. any and all flooding of the Dundee Lands prior to February 16, 1888, and of lands contiguous to the lands known as Sugarbush Island, described in Schedule 2; any and all leasing of the Dundee Lands prior to February 16, 1888;

vi. the 1888 Surrender and any variation made thereto, including their validity;

vii. the implementation of the 1888 Surrender and any variation or amendment made thereto, including the administration and management of the surrender proceeds; or any and all fiduciary obligations of Canada in relation to:

1) the creation of the said reserve for the Iroquois of St. Regis Indians, today known

• *The definition of “Claim” is extensive and is meant to cover all claims the Mohawks of Akwesasne could have in relation to the Dundee Lands. Note that under s. 7.1 (a), the Mohawks of Akwesasne release Canada from responsibility for any aspect of the Claim.*

1.0 DEFINITIONS AND SCHEDULES

as the Mohawks of Akwesasne, including the location of the eastern boundary line of the Township of Dundee and any corresponding non-inclusion of land in the reserve;

2) any and all use and occupation of the Dundee Lands by third parties at any and all times prior to the Effective Date of this Settlement Agreement;

3) any and all flooding of the Dundee Lands prior to February 16, 1888, and of lands contiguous to the lands known as Sugarbush Island, described in Schedule 2;

4) any and all leasing of the Dundee Lands prior to February 16, 1888; 5) the 1888 Surrender and any variation made thereto; and

6) the implementation of the 1888 Surrender and any variation made thereto, including the administration and management of the surrender proceeds.

(h) **"Compensation"** means the amount agreed upon by the Parties as compensation for the Claim as set out in Article 2.1;

(i) **"Compensation Balance"** means the Compensation to be paid by Canada to the Mohawks of Akwesasne after deduction of the Negotiation Loan Funding as set out in Article 2.2;

(j) **"Department"** means the Department of Indian Affairs and Northern Development, as established pursuant to the Department of Indian Affairs and Northern Development Act, R.S.C., 1985, c. 1-6;

(k) **"Direction to Pay"** means the document by which the Mohawk Council of Akwesasne directs Canada to deposit the Compensation Balance in accordance with Article 2.0, as set out in Schedule 5;

(l) **"District"** shall have the meaning ascribed to that term in the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation;

(m) **"Dundee Lands"** means those lands described in Schedule 2 that had been part of the said reserve for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne, and include those contiguous lands submerged as a result of flooding prior to 1888 and any other lands claimed or alleged to have been part of the reserve on the east side of the eastern boundary line of the Township of Dundee;

• *The "Dundee Lands" are described and shown in Schedule 2. This term is used to designate all the lands in the mainland portions of the ...*

1.0 DEFINITIONS AND SCHEDULES

(n) "**Effective Date**" means the date on which this Settlement Agreement is executed by Canada in accordance with Article 12.0;

(o) "**Financial Advisor**" means an individual who or a firm that:

- i. has or employs individuals who have a Chartered Financial Analyst designation;
- ii. is engaged in the business of providing independent financial advice including advice on the management of investment portfolios; and
- iii. does not either directly or through an associated or subsidiary entity sell or provide investment products of any kind.

(p) "**Financial Institution**" means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the Office of Superintendent of Financial Institutions Act, R.S.C. 1985, c. 1-8 (3rd Supp);-

(q) "**Indian Act**" means the Indian Act, R.S.C. 1985, c.1-5 as amended and its regulations;

(r) "**Information Meeting**" means a meeting at which legal counsel and a Financial Advisor retained by the Mohawks of Akwesasne, and any other persons as requested by the Mohawk Council of Akwesasne, will explain to all Members in attendance the nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;

(s) "**Member**" means a person whose name appears or who is entitled to have their name appear on the Akwesasne Membership Roll;

(t) "**Minister**" means the Minister of Indian Affairs and Northern Development or the Minister's duly authorized representative;

(u) "**Mohawk Council of Akwesasne**" means the council of the Mohawks of Akwesasne, which is a "council of the band" within the meaning of the Indian Act;

(v) "**Mohawk Council Resolution**" means a written resolution of the Mohawk Council of Akwesasne adopted by a majority of the Mohawk Council of Akwesasne at a duly

... Dundee Township that were leased to non-Indians. The Dundee Lands are bounded on the west by the eastern boundary of Lot 15 in Snye, on the north by Lake St. François, on the east by the present boundary line between the Townships of Dundee and Godmanchester and on the south by the boundary line of the USA. The Dundee Lands do not include Sugarbush Island (which was never leased to non-Indians) nor any islands owned by the Mohawks of Akwesasne in Lake St. François falling within the Township of Dundee.

1.0 DEFINITIONS AND SCHEDULES

convened meeting;

(w) **“Mohawks of Akwesasne”** means the Mohawks of Akwesasne, a “band” within the meaning of the Indian Act as represented by the Mohawk Council of Akwesasne;

(x) **“Negotiation Costs”** means any and all costs incurred by the Mohawks of Akwesasne for research, preparation, negotiation and settlement of the Claim, and conducting the Referendum, including legal fees;

(y) **“Negotiation Loan Funding”** means the total amount of loan funding already provided to the Mohawks of Akwesasne by Canada for the purpose of negotiating and settling this Claim;

(z) **“Ontario Selection Area”** means the Three United Counties of Stormont, Dundas and Glengarry, and that part of the City of Cornwall, all within the Province of Ontario, as depicted in Schedule 3;

(aa) **“Québec Selection Area”** means the Regional County of Le Haut-Saint Laurent in the Province of Québec, as depicted in Schedule 4;

(bb) **“Party”** means either the Mohawks of Akwesasne or Canada;

(cc) **“Person”** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Aboriginal group, union, or governmental body, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns;

(dd) **“Proceeding”** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise;

(ee) **“Referendum”** means the referendum referred to in Article 10.0 on the Ballot Question conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation;

(ff) **“Settlement Agreement”** means this settlement agreement including the attached Schedules;

(gg) **“Specific Claims Policy”** means Canada’s policy on specific claims in effect from

•*The Ontario Selection Area and the Quebec Selection Area depicted in Schedule 3 and Schedule 4, respectively, show the areas in the Province of Ontario and the Province of Quebec where the Mohawks of Akwesasne can acquire land that can become Akwesasne Mohawk reserve land, if a successful application therefor is made under Canada’s ATR policy.*

2.0 COMPENSATION

time to time;

(hh) **“Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation”** means the regulation governing the conduct of the Referendum as contained in Schedule 10 and adopted by the Mohawk Council of Akwesasne; and

(ii) **“Voter”** means “Eligible Referendum Voter” as that term is defined in the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the Indian Act have the same meaning as they have in the Indian Act.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

Schedule 1 — Ballot Question

Schedule 2 — Description & Reference Map of Dundee Lands

Schedule 3 — Reference Map of Ontario Selection Area

Schedule 4 — Reference Map of Québec Selection Area

Schedule 5 — Form of Mohawk Council Resolution for Payment & Direction to Pay

Schedule 6 — Authorized Investments

Schedule 7 — Certificate of Legal Advice

Schedule 8 — Financial Advisor’s Certificate

Schedule 9 — Form of Mohawk Council Resolution

Schedule 10 — Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation

2.0 COMPENSATION

2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the Mohawks of Akwesasne and the Mohawks of Akwesasne agree to accept two hundred and thirty-nine million, eight hundred and eight thousand, four hundred and thirty-six dollars (\$239,808,436) in full and final settlement of the Claim, including the Negotiation Costs.

2.2 The Mohawks of Akwesasne authorize and direct Canada to deduct from the Compensation referred to in Article 2.1 the Negotiation Loan Funding to satisfy the full and final repayment of the Negotiation Loan Funding of the Mohawks of Akwesasne.

• *Under s. 2.1 Canada agrees to pay the Mohawks of Akwesasne \$239,808,436 (the “Compensation”) and the Mohawks of Akwesasne accept that amount in settlement of the Claim, including the Negotiation Costs.*

2.0 COMPENSATION

2.3 The Mohawks of Akwesasne authorize and direct Canada to pay the Compensation Balance in accordance with the Direction to Pay.

2.4 If the Mohawks of Akwesasne approve the Settlement Agreement as set out in Article 10.0, Then the Mohawks of Akwesasne shall provide Canada with an irrevocable Direction to Pay and a Mohawk Council Resolution for Payment, substantially in the form attached as Schedule 5, together with any other documentation required by Canada for purposes of depositing funds.

2.5 Canada agrees to pay and transfer the Compensation Balance within forty-five (45) days of the Effective Date.

2.6 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the Indian Act and accordingly the provisions of the Indian Act with respect to the management of Indian moneys shall not apply to the Compensation.

2.7 The sole responsibility of Canada with respect to the Compensation Balance is to pay and deposit the Compensation Balance in accordance with Article 2.0 and, without limiting the generality of the foregoing and for greater certainty, nothing expressed in Article 3 shall engage any obligation, role, or responsibility on the part of Canada. In providing the compensation, Canada will rely solely on the Direction to Pay provided by the Mohawks of Akwesasne.

• *Up to April 29, 2015 when Canada made its offer to settle, MCA had borrowed a total of \$2,757,339 from Canada to finance the costs of negotiations. Since Canada's offer was made, MCA has received \$195,311 from Canada as an advance on the settlement. Under s. 2.2, Canada will deduct the amounts of \$2,757,339 and \$195,311 from the Compensation of \$239,808,436 and pay the Compensation Balance of \$236,855,786 to MCA.*

• *Note that the amount of the negotiation loans and an estimated amount for costs of negotiation, from the time Canada's offer to settle was made until the ratification of the Settlement Agreement, were included by Canada in its offer to settle of \$239,808,436.*

• *The Compensation Balance will be paid by Canada to MCA within 45 days after the Settlement Agreement has been executed by Canada.*

• *The Compensation Balance will not be considered "Indian Monies" within the meaning of the Indian Act. "Indian Monies" are held by Canada for the benefit of an Indian Band and cannot be otherwise "invested" by Canada. "Indian Monies" bear interest at a rate determined by Canada from time to time.*

3.0 MANAGEMENT AND USE OF THE COMPENSATION BALANCE

3.0 MANAGEMENT AND USE OF THE COMPENSATION BALANCE

3.1 The Compensation Balance will be used for the benefit of the Mohawks of Akwesasne.

3.2 A priority for the use of the Compensation Balance is the purchase of land that will be Acquired Land to be set apart as reserve land of the Mohawks of Akwesasne pursuant to Article 5.0.

3.3 Other priorities for the benefit of the Mohawks of Akwesasne shall be established by the Mohawk Council of Akwesasne after consultation with the Mohawks of Akwesasne and before the Compensation Balance is transferred to any entity as per Article 3.4.

3.4 After the Compensation Balance has been paid in accordance with Article 2.0, it will thereafter be transferred by the Mohawk Council of Akwesasne to one or more entities to manage and use the Compensation Balance for the benefit of the Mohawks of Akwesasne, after consultation with the Mohawks of Akwesasne.

3.5 An entity contemplated in Article 3.4 could be, but is not restricted to, a limited partnership or a trust.

3.6 An entity contemplated in Article 3.4 will adopt the principles and priorities enunciated in Article 3.0 for the use of the Compensation Balance subject to any change in such priorities established by the Mohawk Council of Akwesasne after consultation with the Mohawks of Akwesasne.

3.7 Until the Compensation Balance is transferred by the Mohawk Council of Akwesasne to an entity or entities pursuant to Article 3.4, the Mohawk Council of Akwesasne, after consultation with a Financial Advisor, shall invest the Compensation Balance in authorized investments listed in Schedule 6 and shall not be permitted to otherwise invest, manage or use the Compensation Balance or any revenue derived therefrom.

• *The Compensation Balance of \$236,855,768 will be paid by Canada to MCA, but MCA will not have the power to spend any part of the Compensation Balance.*

• *MCA may invest the Compensation Monies in investments set out in Schedule 6 and only after consultation with an independent Financial Advisor.*

• *MCA will transfer the Compensation Balance to one or more entities which will manage the Compensation Balance for the benefit of the Mohawks of Akwesasne. The entities could be, but are not limited to, a limited partnership or a trust.*

• *Such transfer will be made only after consultation with the Mohawks of Akwesasne.*

• *The entities receiving the Compensation Balance shall, as a priority, use the Compensation Balance for the purchase of land to be set aside as reserve land of the Mohawks of Akwesasne.*

• *Other priorities for the use of the Compensation Balance can be established by the Mohawk Council of Akwesasne after consultation with the Mohawks of Akwesasne.*

4.0 ACKNOWLEDGMENT OF SURRENDER

4.0 ACKNOWLEDGMENT OF SURRENDER

4.1 The Mohawks of Akwesasne hereby agree, acknowledge and confirm that:

(a) the 1888 Surrender was valid, absolute and unconditional, and that all rights and interests of the Mohawks of Akwesasne in the Dundee Lands were released; and

(b) the Dundee Lands were all leased on or had been leased prior to February 16, 1888, to “parties other than Indians” as provided in the 1888 Surrender.

4.2 For greater certainty, portions of the Dundee Lands listed in federal Orders in Council 3912 (1948), 1384 (1959), and 1016 (1966) have been added back to and now form part of Indian Reserve No. 15 of the Mohawks of Akwesasne.

• *As a condition of accepting the Compensation of \$239,808,436 and the other benefits under the Settlement Agreement, the community must acknowledge that the 1888 surrender will be regarded as valid.*

• *Note that the original offer of settlement made by Canada in 2015 provided that the community must give a new surrender of the Dundee Lands in accordance with the provisions of the Indian Act. Such a requirement of a surrender is stipulated in all settlement agreements Canada makes with a First Nation where the First Nation disputes the validity of a surrender.*

• *However, the Mohawk Council of Akwesasne insisted that a new surrender under the Indian Act was completely impractical because the voting requirements would be next to impossible to meet. Those voting requirements would be: (a) a vote at polling stations on one day only; (b) no electronic voting; and (c) 50% of eligible voters must vote and a majority of those voting must vote in favour. After a stalemate in negotiations for a good part of a year, Canada accepted that instead of a new surrender under the Indian Act, it would accept an acknowledgement from the community that the 1888 surrender was valid. As such an acknowledgement was not technically a surrender, it did have to meet the voting approval requirements of a surrender under the Indian Act. Thus, the approval process for member ratification of the Settlement Agreement only has to meet the voting requirements set out in MCA’s referendum regulation reproduced in Schedule 10 of the Settlement Agreement.*

5.0 ADDITIONS TO RESERVE/NEW RESERVES

5.1 The Parties agree that:

(a) the total quantum of Acquired Land that may be set apart as reserve pursuant to this Settlement Agreement is 18,282 acres;

(b) a maximum of three separate reserves, which are not contiguous to any existing reserve, may be created pursuant to this Settlement Agreement within each of the Ontario Selection Area and the Québec Selection Area, for a total maximum of 6 separate reserves;

c) In order for Article 5.0 to apply, the Mohawks of Akwesasne must, in the form of a

• *The total land which can be set aside as Mohawk Akwesasne reserve land under the Settlement Agreement is 18,282 acres. This area does not include the 2,204 acres of the Dundee Lands already returned to reserve status after 1888.*

5.0 ADDITIONS TO RESERVE/NEW RESERVES

Mohawk Council Resolution, request that Acquired Land be set apart as reserve, and specify that the request is being made pursuant to this Settlement Agreement; and

(d) for greater certainty, lands can be added to any reserve in existence on the Effective Date of this Settlement Agreement and to any of the separate reserves created pursuant to Article 5.1 (b) to the extent that those additional lands do not exceed the total aggregate of 18,282 acres as set out in Article 5.1.

5.2 Notwithstanding Article 5.1 (a), nothing in this Settlement Agreement or the Additions to Reserve/Reserve Creation Policy constitutes a guarantee that any particular proposal of the Mohawks of Akwesasne to have Acquired Land set apart as reserve will ultimately result in a particular parcel of land being set apart as reserve. The final decision to set apart land as reserve rests with the Governor in Council. Accordingly, if the Mohawks of Akwesasne apply to have Acquired Land set apart as reserve, then the Minister may, using the Minister's discretion, recommend to the Governor in Council that the Acquired Land be set apart as reserve for the use and benefit of the Mohawks of Akwesasne, provided that all applicable laws and Canada's policies and procedures respecting setting apart land as reserve at the time of the Minister's recommendation are satisfied, and in particular, but without limiting the generality of the foregoing, that Canada's Additions to Reserve/New Reserves Policy is met in a manner satisfactory to Canada.

5.3 The Mohawks of Akwesasne shall pay for all costs of acquiring the Acquired Land and for complying with the Additions to Reserves/New Reserves Policy including, but not limited to, the following costs, as necessary:

(a) to purchase the land; to clear or correct title; to remove encumbrances, encroachments, and charges; to negotiate replacement rights and instruments; to obtain land title searches, land title registrations, land surveys, legal descriptions, surveyor's certificate of location, and environmental site assessments and reports; for environmental remediation, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, and appraisals; and agreements relating to municipal services and compensation to municipalities for loss of taxation;

(b) for capital infrastructure including, without limitation, the construction, repair, maintenance, operation, and other associated costs of telephone, cable, and hydro-electric service facilities, sewers and other water systems, roads, fencing, housing, schools, recreation facilities, and other community buildings and facilities; and

(c) for greater certainty, nothing in Article 5.3 (a) or (b) shall preclude the Mohawks of Akwesasne from benefitting, with respect to Acquired Lands set aside, from funding

- *Lands to be set aside as reserve land must be acquired on a willing buyer/willing seller basis. The purchase price for such land will be paid for by the Mohawks of Akwesasne.*

- *Normally, lands acquired and set aside as reserve land will be contiguous to existing reserve lands; however, under s. 5.1(b), up to three reserves in each of the two selection areas can be created that are not contiguous to existing Akwesasne Mohawk reserve land.*

- *The Mohawks of Akwesasne will pay for all costs associated with the setting aside of lands as reserve land. The Compensation includes an amount estimated to cover such costs.*

- *When the Mohawks of Akwesasne seek to set aside land in Ontario or Quebec as reserve land, they must submit the application to the Ministry Regional Office for the Province concerned .*

6.0 IMPLEMENTATION COMMITTEE

from Canada under its regular programs for First Nations, or shall be interpreted to make the Mohawks of Akwesasne liable for any costs internal to Canada for which a fee would not in the normal course be charged to a First Nation.

5.4 There shall be no limit as to the time during which the 18,282 acres of Acquired Land may be set aside as reserve.

5.5 The Mohawks of Akwesasne may propose that Acquired Land be set aside pursuant to Article 5.0 as a reserve to be used primarily for hunting, fishing, trapping, gathering and other traditional pursuits of the Mohawks of Akwesasne.

5.6 Applications made pursuant to Article 5.0 dealing with Acquired Land within the Québec Selection Area shall be submitted to the Department's Québec Regional Office and those dealing with Acquired Land within the Ontario Selection Area shall be submitted to the Department's Ontario Regional Office.

6.0 IMPLEMENTATION COMMITTEE

6.1 The Parties may establish a committee to oversee the implementation of Article 5.0 of the Settlement Agreement and ensure that it is implemented in a timely manner in accordance with an agreed upon workplan to be developed by the committee.

6.2 The committee shall be composed of the following representatives of the Parties:

(a) for the Mohawks of Akwesasne, one representative to be named by the Council; and

(b) for Canada,

(i) in relation to matters within Ontario, one representative to be named by the Ontario Regional Director General of the Department; or

(ii) in relation to matters within Québec, one representative to be named by the Québec Regional Director General of the Department.

6.3 Meetings of the committee shall be by teleconference unless the Parties agree that the issues to be discussed require that the representatives meet in person.

6.4 The committee shall meet as frequently as the representatives agree is necessary.

- *Mohawks of Akwesasne & Canada may create a committee to oversee the addition to reserve process.*

- *The committee must have representatives from Canada as well as Akwesasne (to be named by the council).*

7.0 RELEASE

6.5 In the event of a disagreement among the Parties arising out of the implementation of Article 5.0 of the Settlement Agreement, the Parties shall:

- (a) refer the matter to the committee for resolution; and
- (b) if the committee is unable to resolve the disagreement, explore, for a reasonable period of time, resolution through negotiation or other dispute resolution mechanisms, including mediation, before resorting to litigation.

6.6 Each Party shall pay for the expenses of its committee representative for all committee-related work.

6.7 The committee shall cease to function when Article 5.0 of this Settlement Agreement has been fully implemented.

7.0 RELEASE

7.1 The Mohawks of Akwesasne agree to forever fully release and discharge Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns from, and will not assert, any liability or Proceeding that the Mohawks of Akwesasne, their successors or assigns, or their past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have against Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns with respect to:

- (a) any aspect of the Claim;
- (b) any and all Negotiation Costs and Negotiation Loan Funding including any deductions from the Compensation for Negotiation Loan Funding;
- (c) the negotiation, the Referendum or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the Mohawks of Akwesasne;
- (d) the adequacy of the Compensation provided in this Settlement Agreement;
- (e) the deposit of the Compensation Balance pursuant to Article 2.0, the management and use of the Compensation Balance pursuant to Article 3.0, and any subsequent

- *Upon acceptance of the terms set forth in the Agreement, the Mohawks of Akwesasne agree that there is to be no further legal action taken by them against Canada relating to any aspect of the Claim.*

- *The Mohawks of Akwesasne accept the amount of the Compensation.*

- *Once the Compensation Balance has been paid by Canada to the Mohawk Council of Akwesasne, Canada is no longer responsible for that amount, what happens to it, or how it is spent.*

8.0 INDEMNITY

management, investment, disbursement, or any other use of the Compensation Balance, including, without limitation, by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne or any Members, and any loss therefrom whether caused by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne, any Members or by other representatives;

(f) any actions, inactions, malfeasance or negligence with respect to the management and use of the Compensation Balance by any Person, any entity referred to in Article 3.0 or any authorized investment listed in Schedule 6;

(g) any loss of the Compensation Balance or interest, in whole or in part, through any failure or otherwise of any Financial Institution, Person, entity referred to in Article 3.0 or authorized investment listed in Schedule 6; and

(h) the subject matter of any of the representations and warranties of the Mohawks of Akwesasne under Article 14.0.

8.0 INDEMNITY

8.1 Subject to Article 8.0, the Mohawks of Akwesasne agree to indemnify and forever save Canada harmless from any Proceeding brought by any Person either prior to or after the Effective Date against Canada or any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns with respect to any matters set out in Article 7.0.

8.2 Canada shall provide notice to the Mohawks of Akwesasne in accordance with Article 18.0 of any Proceeding referred to in Article 8.1. However, the Mohawks of Akwesasne will not be entitled to avoid liability for indemnification by reason of the lack of timeliness of the notice.

8.3 If, after providing notice to the Mohawks of Akwesasne pursuant to Article 8.2, no notice is received by Canada within thirty (30) days that the Mohawks of Akwesasne wish to participate in the resolution of the Proceeding, Canada shall proceed to settle or defend the Proceeding without the participation of the Mohawks of Akwesasne or, with or without, joining the Mohawks of Akwesasne as a party to the Proceeding.

8.4 If the Mohawks of Akwesasne wish to participate in the resolution of a Proceeding that may give rise to a right of indemnity under Article 8.0, the Mohawks of Akwesasne shall provide notice to Canada that the Mohawks of Akwesasne wish to participate in the resolution of the Proceeding within thirty (30) days of notification pursuant to Article 8.2 and to the extent permitted by law and where appropriate, and at their own expense, may immediately

• *This Article 8 basically provides that the Mohawks of Akwesasne will indemnify and hold harmless Canada from any legal proceeding taken against Canada by any person which relates to the Claim.*

9.0 DISCONTINUANCE OF PROCEEDINGS

seek to be added as a party to the Proceeding. The Mohawks of Akwesasne may make such investigation, negotiation and settlement of any Proceeding as they deem expedient. This entitlement, however, shall in no way:

(a) mean that the Mohawks of Akwesasne are entitled to represent Canada, and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns; or

(b) affect the rights or abilities of Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns to defend or settle any such Proceeding.

8.5 Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of Article 8.0 and that it shall use all reasonable efforts to defend itself.

8.6 Any demand by Canada for indemnification shall be made in writing in accordance with Article 18.0.

8.7 Nothing in Article 8.0 prevents Canada from immediately adding or seeking to add the Mohawks of Akwesasne as a party to the Proceeding.

9.0 DISCONTINUANCE OF PROCEEDINGS

9.1 The Mohawks of Akwesasne agree to abandon, dismiss or discontinue any and all Proceedings in respect of the Claim, including but not limited to:

(a) Federal Court File No. T-314-02 (the "Dundee Litigation"), in its entirety; and

(b) Federal Court File No. T-2210-76 (the "Seaway Litigation"), to the extent that it asserts or alleges any liability, action, claim or demand related to the Dundee Lands.

9.2 The Mohawks of Akwesasne warrant that there are no Proceedings in respect of the Claim other than the Federal Court actions listed in Article 9.1.

9.3 The Mohawks of Akwesasne agree to obtain, upon approval of this Settlement Agreement in accordance with Article 10.0, an order from the Federal Court approving the discontinuance of the Dundee Litigation and, for the Seaway Litigation, a discontinuance to the extent it asserts or alleges any liability, action, claim or demand related to the Dundee Lands, and agree

• *Once the Community accepts the Settlement Agreement, MCA agrees to stop any court action against Canada with respect to the Dundee Claim.*

10.0 REFERENDUM

to instruct their legal counsel to provide to Canada's legal counsel all necessary documents, including a motion to amend the style of cause and to approve the discontinuance, or any other relief required to conform with rule 114 of the Federal Courts Rules.

9.4 Notwithstanding Articles 9.2 and 9.3, within thirty days of the Effective Date, the Mohawks of Akwesasne agree to abandon, dismiss or discontinue without costs any and all Proceedings in respect of the Claim, including any Proceeding that may arise or of which the Parties may become aware before the Minister executes this Settlement Agreement.

9.5 Canada will instruct its legal counsel to consent to the motion as per Article 9.3 and to consent to all dismissals and discontinuances made pursuant to Articles 9.3 and 9.4, also without costs.

10.0 REFERENDUM

10.1 The Mohawks of Akwesasne:

- (a) approve the terms and conditions of this Settlement Agreement; and
- (b) authorize and direct the Mohawk Council of Akwesasne to execute this Settlement Agreement; if, in the Referendum, at least 25% of the Voters vote and a majority (over 50%) of the votes cast by the Voters are in favour of this Settlement Agreement.

10.2 For greater certainty, if the required approval pursuant to Article 10.1 is not obtained from the Mohawks of Akwesasne, this Settlement Agreement shall be void and of no force or effect.

10.3 The Referendum approving this Settlement Agreement shall be conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.

• *This Article 10 sets out the basic terms and conditions for the approval of the Settlement Agreement in a referendum to be held pursuant to the Regulation adopted by the Mohawk Council of Akwesasne and set out in Schedule 10.*

11.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA

11.1 Canada and the Mohawks of Akwesasne agree that the following are conditions precedent that must be fulfilled before Canada will execute this Settlement Agreement:

- (a) approval of the terms of this Settlement Agreement by the Mohawks of Akwesasne in accordance with Article 10.0;

• *This Article 11 sets out the conditions that must be fulfilled before Canada will execute the Settlement Agreement.*

11.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA

(b) the issuance and delivery to Canada of an executed Mohawk Council Resolution substantially in the form attached as Schedule 9 agreeing to and approving to the terms and conditions of this Settlement Agreement in accordance with Article 1 1.1 (a);

(c) execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne in accordance with Article 12.0;

(d) the delivery to Canada of an order of the Federal Court approving the discontinuance of the Dundee Litigation;

(e) the delivery to Canada of an order of the Federal Court approving the discontinuance of the Seaway Litigation to the extent it asserts or alleges any liability, action, claim or demand related to the Dundee Lands;

(f) the Minister has been authorized to sign this Settlement Agreement;

(g) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;

(h) the account in a Financial Institution specified in the Direction To Pay has been opened, and the information required by Canada to deposit moneys into that account has been provided to Canada by the Mohawks of Akwesasne;

(i) receipt by Canada of the Mohawk Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 5;

(j) receipt by Canada of a Certificate of Legal Advice from the legal counsel of the Mohawks of Akwesasne providing advice with respect to this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 dated on or after the date of execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne, attached as Schedule 7; and

(k) receipt by Canada of a Financial Advisor's Certificate from the Financial Advisor of the Mohawks of Akwesasne dated on or after the date of execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne, attached as Schedule 8.

- *The first condition is that the Mohawks of Akwesasne must approve the Settlement Agreement in a referendum (s.11.1 (a)).*

- *The conditions set out in s. 11.1 (b), (c), (d), (e), (h), (i), (j) & (k), are the responsibility of the Mohawk Council of Akwesasne,*

- *The conditions set out in s.11.1 (f) and (g) are the responsibility of Canada.*

- *Note that under s.2.5, Canada will pay the Compensation Balance to the Mohawk Council of Akwesasne within 45 days after Canada has executed the Settlement Agreement.*

12.0 EXECUTION

12.0 EXECUTION

12.1 This Settlement Agreement shall be deemed to be fully executed once signed by:

- (a) The Grand Chief and District Chiefs duly designated and authorized by the Mohawk Council of Akwesasne to execute this Settlement Agreement on behalf of the Mohawks of Akwesasne, in accordance with the Mohawk Council Resolution adopted, substantially in the form attached as Schedule 9; and
- (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 1 1.0 have been fulfilled.

• *Note that the Settlement Agreement comes into effect and binds the parties only once Canada has executed it. (The Mohawks of Akwesasne, represented by the Mohawk Council of Akwesasne, will have executed the Settlement Agreement beforehand). Prior to Canada executing the Settlement Agreement, it has not legal effect.*

13.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

13.1 This Settlement Agreement shall come into effect and bind the Parties on the date on which this Settlement Agreement is executed by Canada in accordance with Article 12.0.

14.0 REPRESENTATIONS AND WARRANTIES

14.1 The Mohawks of Akwesasne represent and warrant that:

- (a) they intend to use the Compensation Balance for the benefit of the Mohawks of Akwesasne and shall take such actions as they deem necessary or advisable to give effect to that intent;
- (b) they have held at least one Information Meeting for Members in each District for the purpose of explaining the terms and conditions of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (c) they have retained independent legal counsel who is qualified to practice law in the Province of Québec to advise them with respect to the legal nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (d) they have retained a qualified Financial Advisor independent from Canada to provide

• *This Article 14 sets out the warranties of the Mohawks of Akwesasne. The first warranty is that the Compensation Balance will be used for the benefit of the Mohawks of Akwesasne (s.14.1 (a)).*

• *The other warranties relate to (a) the engagement of independent legal counsel and a financial advisor, and the responsibilities of each at Information Meetings during the referendum (b) the engagement of a Mohawk interpreter for the Information Meetings and for the Referendum and (c) an acknowledgement that Canada has not advised the...*

14.0 REPRESENTATIONS AND WARRANTIES

financial advice to the Mohawks of Akwesasne in respect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;

(e) their legal counsel has fully explained to the Mohawk Council of Akwesasne and to the Members present at the Information Meetings the legal nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0, including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the Indian Act, as confirmed by the Certificate of Legal Advice attached to this Settlement Agreement as Schedule 7;

(f) their Financial Advisor has provided to the Mohawk Council of Akwesasne and to the Members present at the Information Meetings where the Financial Advisor was present, independent financial advice with respect to the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0, and the deposit of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the Indian Act, as confirmed by the Financial Advisor's Certificate attached to this Settlement Agreement as Schedule 8;

(g) Canada has not advised the Mohawks of Akwesasne with respect to the placement or management of the Compensation Balance or the structure, terms, management or operation of the Compensation Balance, including as set out in Article 3.0, its deposit into an account in a Financial Institution, or any matter related thereto, and the Mohawks of Akwesasne have obtained or will obtain the advice of their own legal and Financial Advisors in this regard and with regard to all other matters related to the settlement of the Claim; and

(h) an interpreter fluent in both the Mohawk and English languages was present and available to those Members in need of an interpreter at all times during the Information Meetings and during the Referendum.

... Mohawks of Akwesasne as to the management or investment of the Compensation Balance.

15.0 PROGRAMS AND SERVICES

14.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue to be in full force and effect for the benefit of Canada.

15.0 PROGRAMS AND SERVICES

15.1 Nothing in this Settlement Agreement shall affect the ability of the Mohawks of Akwesasne or any Members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and services.

16.0 DISPUTE RESOLUTION

16.1 In the event of a dispute arising out of this Settlement Agreement, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation (30) days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other.

17.0 AMENDMENTS

17.1 Subject to Article 17.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.

17.2 The Parties, by written agreement between the Mohawks of Akwesasne as represented by the Mohawk Council of Akwesasne and by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, may agree to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
- (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or

18.0 NOTICE

(c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

18.0 NOTICE

18.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:

to Canada:

Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Crown-Indigenous Relations and Northern Affairs Canada
Les Terrasses de la Chaudière
10 Wellington Street Gatineau, QC KIA OH4

to the Mohawks of Akwesasne:

Mohawk Council of Akwesasne,
Attention of the Grand Chief
P.O. Box 90, Akwesasne, QC HOM IAO

or at such other address as may be provided in writing by either Party.

18.2 Any notice set out in Article 18.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.

18.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

19.0 GENERAL PROVISIONS

19.0 GENERAL PROVISIONS

19.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns, and upon the Mohawks of Akwesasne and their Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.

19.2 This Settlement Agreement is entered into by Canada and the Mohawks of Akwesasne without any admission of fact or liability whatsoever with respect to the Claim.

19.3 This Settlement Agreement, and any information herein, may be recorded in Canada's databases, Any recording, publication or distribution of the above, including for the purpose of complying with requests made under the Access to Information Act or the Privacy Act, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of the Claim, including this Settlement Agreement.

19.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.

19.5 Words in the singular include the plural and words in the plural include the singular.

19.6 Words importing male persons include female persons and corporations.

19.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

19.8 The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the Mohawks of Akwesasne, which shall be evidenced by a Mohawk Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.

19.9 This Settlement Agreement shall be governed by the applicable laws of Québec, Ontario and Canada.

19.10 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with

SIGNATURES

respect to the Claim.

19.11 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.

19.12 The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada, and the Grand Chief and District Chiefs duly designated and authorized by the Mohawk Council of Akwesasne to execute this Settlement Agreement on behalf of the Mohawks of Akwesasne, have executed this Settlement Agreement on the dates indicated below.

Signed on behalf the Mohawks of Akwesasne at [Blank Space] in the presence of:

Witness [Signature Space] [Name Space] [Address Space]

Grand Chief [Name Space] [Signature Space]

District Chief [Name Space] [Signature Space]

District Chief [Name Space] [Signature Space]

District Chief [Name Space] [Signature Space]

Signed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, in the presence of:

Witness [Signature Space] [Name Space] [Address Space]

Minster of Indian Affairs and Northern Development [Signature Space]

SCHEDULE 1 - BALLOT QUESTION



Schedule List

- Schedule 1 — Ballot Question
- Schedule 2 — Description & Reference Map of Dundee Lands
- Schedule 3 — Reference Map of Ontario Selection Area
- Schedule 4 — Reference Map of Québec Selection Area
- Schedule 5 — Form of Mohawk Council Resolution for Payment & Direction to Pay
- Schedule 6 — Authorized Investments
- Schedule 7 — Certificate of Legal Advice
- Schedule 8 — Financial Advisor’s Certificate
- Schedule 9 — Form of Mohawk Council Resolution
- Schedule 10 — Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation

Schedule 1 — Ballot Question

Ballot Question

As a Voter of the Mohawks of Akwesasne, do you:

1. approve the terms and conditions of the Tsikaristisere/Dundee Claim Settlement Agreement initialed by the negotiators for the Mohawks of Akwesasne and Canada, which settles and releases the Tsikaristisere/Dundee Claim;

and

2. authorize and direct the Mohawk Council of Akwesasne to execute all documents and do everything necessary to give effect to the Tsikaristisere/Dundee claim Settlement Agreement?

YES

NO

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

SCHEDULE 2 - DESCRIPTION & REFERENCE MAP OF DUNDEE LANDS

Schedule 2 — Description & Reference Map of Dundee Lands DESCRIPTION AND REFERENCE MAP OF THE DUNDEE LANDS

DUNDEE LANDS INCLUDE:

All those lots and parts of lots, including lots without cadastral descriptions, lying in and forming part of the Township of Dundee, in the County of Huntingdon, in the Province of Quebec, based on the official cadastral plan for the Township of Dundee prepared by John Sullivan, P.L.S. dated May 7, 1885, deposited on July 11, 1888 with the Department of Energy and Natural Resources Quebec, and brought into force on October 1, 1888.

They are more particularly described as being bounded as follows:

Beginning at a point being the intersection point between the Township of Dundee and the boundary line between Canada and the United States of America. This point is designated as "1" on the attached plan 6129 RSDQ.

Thence generally westerly following the boundary line between the Canada and the United States of America to a point, being the intersection point between the lots 15 and 14c Chenal Range and the boundary line between Canada and the United States of America. This point is designated as "2" on the attached plan 6129 RSDQ.

Thence generally northerly following the easterly boundary lot 15 Chenal Range to a point, being the intersection point between lots 15 and 14a Chenal Range and the natural boundary of Lake St. Francis. This point is designated as "3" on the attached plan 6129 RSDQ.

Thence generally north-easterly following a sinuous line along the natural boundary of St. Lake Francis to a point, being the intersection point between Township of Dundee and the natural boundary of Lake St. Francis. This point is designated as "4" on the attached plan 6129 RSDQ.

Thence generally southerly following the boundary line of the Township of Dundee to a point, being the point of the beginning and designated as "1" on the attached plan 6129 RSQ.

SAVE AND EXCEPT SUGARBUSH ISLAND, BEING:

All those lots and parts of the lot 9A, range between Salmon River, Pike Creek and Bittern Creek being parcel 1 as described in the technical description prepared by Pierre de Baumont, Q.L.S. dated March 20, 2008, under this document between 18418 and filed under number 5972 RSQ at the Quebec Regional Office of the Surveyor General Branch, Natural Resources Canada. The lands as described as shown on plan 6129 RSQ filed at the Quebec Regional Office of the Surveyor General Branch, Natural Resources Canada.

[SIGNED- Joyce Bastien]

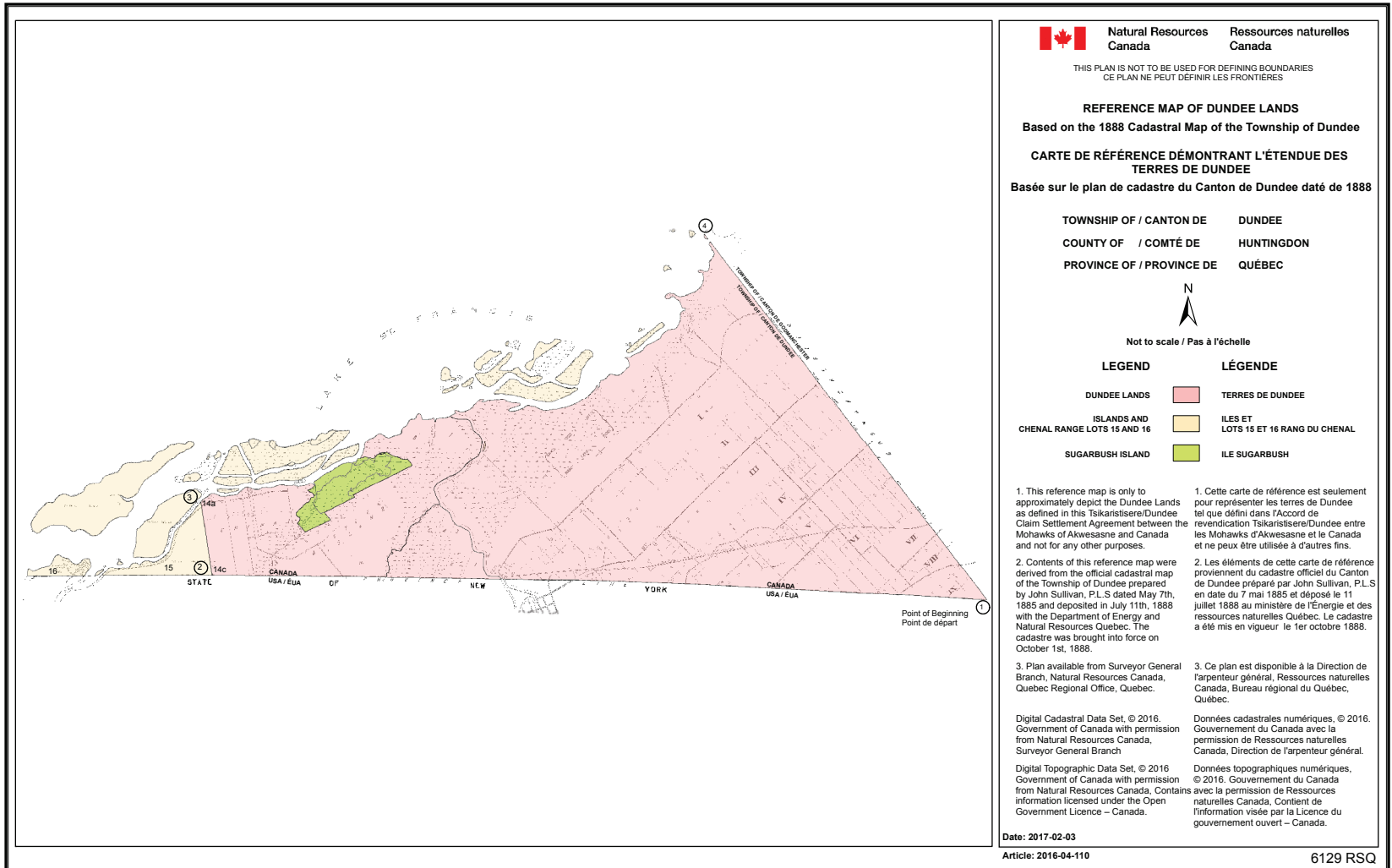
Joyce Bastien, C.L.S., Q.L.S.

Surveyor General Branch, Natural Resources Canada

June 5th 2018

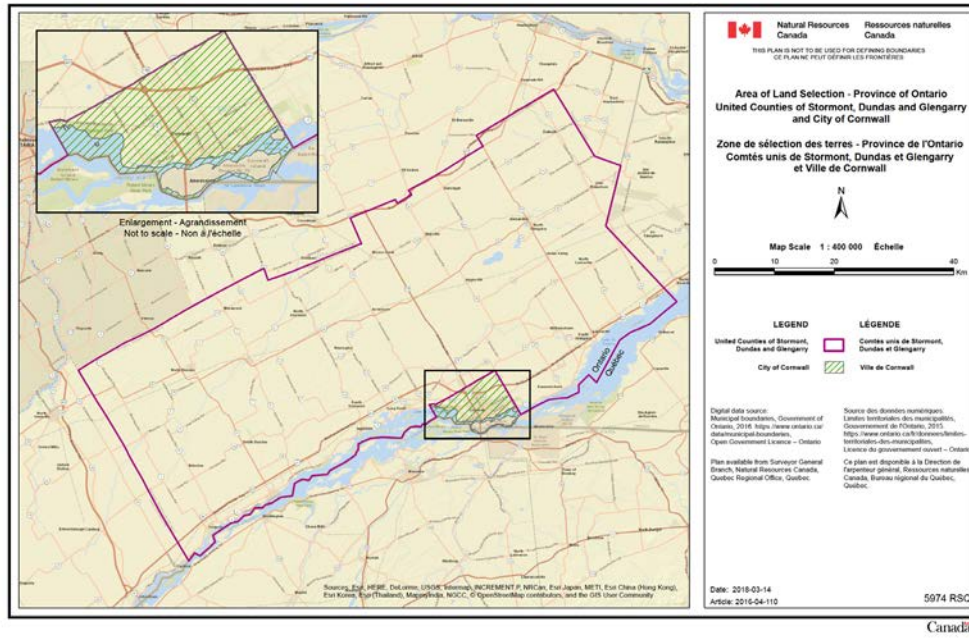
SCHEDULE 2 - DESCRIPTION & REFERENCE MAP OF DUNDEE LANDS

Schedule 2 — Description & Reference Map of Dundee Lands

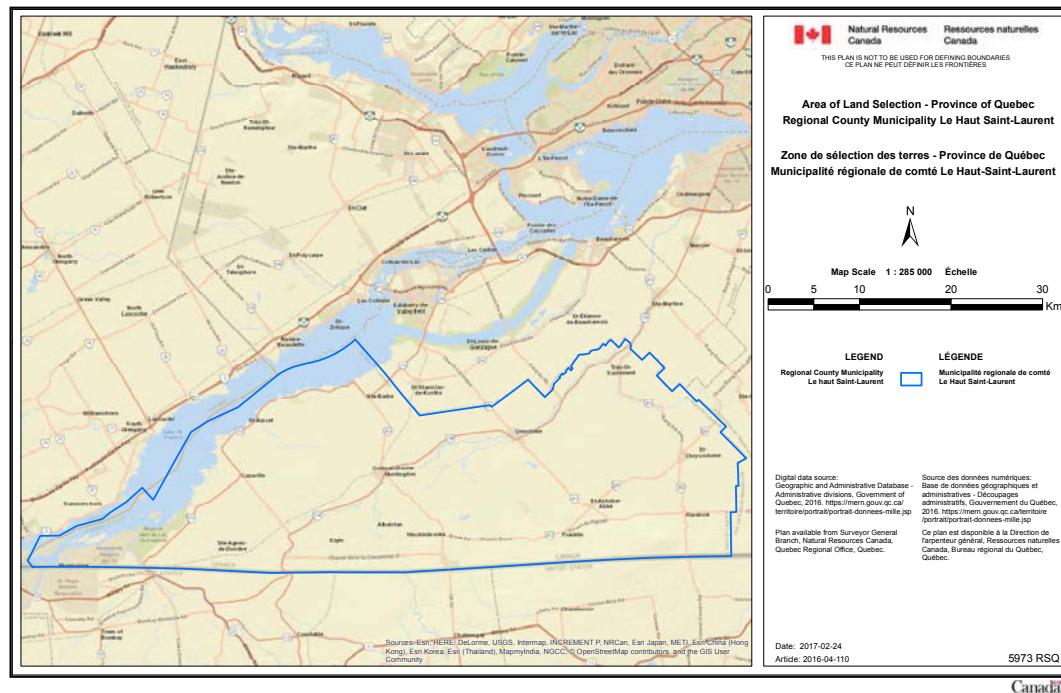


SCHEDULE 3 - REFERENCE MAP OF ONTARIO SELECTION AREA

Schedule 3 — Reference Map of Ontario Selection Area



Schedule 4 — Reference Map of Québec Selection Area



SCHEDULE 5 - FORM OF MOHAWK COUNCIL RESOLUTION FOR PAYMENT & DIRECTION TO PAY

Schedule 5 — Form of Mohawk Council Resolution for Payment & Direction to Pay

The Mohawks of Akwesasne hereby authorize and direct Canada to pay the Compensation Balance set out in Article 2.0 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

Grand Chief [Grand Chief Signature Space] Date [Date Space]

District Chief [District Chief Signature Space] Date [Date Space] *(A line for all council members)*

TO CANADA:

Pursuant to the terms of the Settlement Agreement, the Mohawks of Akwesasne hereby direct Canada to pay any and all amounts and all amounts owing to the Mohawks of Akwesasne under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION:

ADDRESS OF FINANCIAL INSTITUTION:

NAME OF ACCOUNT HOLDER:

TRANSIT NUMBER OF FINANCIAL INSTITUTION:

ACCOUNT NUMBER:

AND THIS SHALL BE CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

Grand Chief [Grand Chief Signature Space] Date [Date Space]

District Chief [District Chief Signature Space] Date [Date Space] *(A line for all council members)*

SCHEDULE 6 - AUTHORIZED INVESTMENTS

Schedule 6 — Authorized Investments

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or a Municipality, or mutual or pooled funds investing in these debt instruments, all of which shall have a term not exceeding three years.
2. Debt instruments issued or guaranteed by any Canadian Schedule 1 Chartered Bank or Canadian Trust Company including bankers' acceptances including mutual or pooled funds thereof investing in these debt instruments, all of which shall have a term not exceeding three years.
3. Mortgage backed securities guaranteed by the Government of Canada, an agency of the Government of Canada, or any Canadian Trust Company, including mutual or pooled funds thereof investing in these securities all of which shall have a term not exceeding three years.
4. Commercial paper issued by corporations rated R-1 or A-1 by the Dominion Bond Rating Services or Standard and Poors Bond Rating Services including mutual or pooled funds thereof investing in commercial paper, all of which shall have a term not exceeding three years.
5. Corporate Bonds rated A or better by the Dominion Bond Rating Services or Standard and Poors Bond Rating Services including mutual or pooled funds thereof investing in these corporate bonds, all of which shall have a term not exceeding three years.
6. In the case of mutual or pooled funds, compliance with the credit rating and maximum terms allowed shall be determined on the individual securities held within the fund.

SCHEDULE 7 - CERTIFICATE OF LEGAL ADVICE

Schedule 7 - Certificate of Legal Advice

I, **Robin Pratt, advocate, of the City of Dorval, in the Province of Quebec, do hereby certify:**

- 1. THAT I am a member in good standing on the Barreau du Québec and Am qualified to practice law in the Province of Quebec.
- 2. THAT I was retained in my professional capacity to provide independent legal advice to the Mohawks of Akwesasne with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Tsikaristisere/Dundee Claim Settlement Agreement (the "Settlement Agreement") executed on behalf of the Mohawks of Akwesasne on the [blank] day of [blank], 20 [blank].
- 3. That I have advised the Mohawk Council of Akwesasne as to the legal nature and effect upon the Mohawks of Akwesasne of the Settlement Agreement and its implementation and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0., including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the Indian Act.
- 4. THAT I was present at the following Information Meetings called for the purpose of explaining to the Mohawks of Akwesasne the Settlement Agreement:

Location of Meetings: Date and Time:
[Three Blank Lines]
- 5. THAT I made a presentation at the said Information Meetings, to the Mohawks of Akwesasne then present, regarding the matter mentioned in paragraph 3 of this Certificate and answered any relevant legal questions raised at the Information Meetings to the best of my professional ability.
- 6. THAT I was also available, as needed to answer questions of the Mohawks of Akwesasne. Including any Mohawks of Akwesasne that were not in attendance at the said Information Meetings, regarding the matters mentioned in paragraph 3 of this certificate, all such questions being referred to me by the Mohawk Council of Akwesasne.

Witness' Signature: [Signature Space]
 Name of Witness: [Blank] Address: [Blank] Date: [Blank]

[Signature Space] Robin Pratt, Legal Council for the Mohawks of Akwesasne

SCHEDULE 8 - FINANCIAL ADVISOR'S CERTIFICATE

Schedule 8 —Financial Advisor's Certificate

I, Teimaz Binesh, of the City of Toronto, of the Province of Ontario, do hereby certify:

1. THAT I am employed as a consultant with Proteus Performance Management Inc. ("Proteus") and I have been authorized by Proteus to issue this Financial Advisor's Certificate. I have completed the Canadian Securities Course and I am a Chartered Financial Analyst Level III candidate.
2. THAT Proteus was retained by the Mohawks of Akwesasne to provide independent financial advice to the Mohawks of Akwesasne with respect to the investment strategy related to the Tsikaristisere/Dundee Claim Settlement Agreement executed on behalf of the Mohawks of Akwesasne on the [blank] day of [blank] 20 [blank] and safe custody , preservation of capital investment, management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0., including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the Indian Act.
3. THAT Proteus is an independent firm providing financial investment consulting and governance solutions to the Canadian marketplace. I have been assigned as the primary consultant for the Mohawks of Akwesasne with Ryan Kuruliak, Chartered Financial Analyst Charterholder and Senior Vice President of Proteus, as the secondary consultant.
4. THAT I have provided independent financial advice to the Mohawk Council of Akwesasne with respect to the investment aspects of the Settlement Agreement and the matters mentioned in paragraph 2 of this certificate, and, where applicable, the potential rates of return and associated investment risks (the "investment Issues").
5. THAT I was present at the following Information Meetings called for the purpose of explaining to the Members the Settlement Agreement and the Investment Issues:

Location of Meetings: Date and Time:
[Three Blank Lines]
6. THAT I made a presentation at the Information Meetings, to the Mohawks of Akwesasne then present, regarding the Investment Issues and answered any relevant investment-related questions raised at the Information Meetings to the best of my professional ability.
7. THAT I was also available, as needed, to answer questions of the Mohawks of Akwesasne, including any questions from the Mohawks of Akwesasne who were not in attendance at the Information Meetings, about the Investment Issues and did so to the best of my professional ability, all such questions being channelled to me through the Mohawk Council of Akwesasne.

Witness' Signature: [Signature Space]

Name of Witness: [Blank] Address: [Blank] Date: [Blank]

[Signature Space] Teimaz Binesh

SCHEDULE 9 - FORM OF MOHAWK COUNCIL RESOLUTION

Schedule 9 — Form of Mohawk Council Resolution

WHEREAS the Mohawks of Akwesasne wish to enter into the Tsikaristisere/Dundee Claim Settlement Agreement (the "Settlement Agreement") with Her Majesty the Queen in right of Canada;

AND WHEREAS the Mohawk Council of Akwesasne has held Information Meetings for the Members of the Mohawks of Akwesasne on (date, time, and location) to explain the terms and conditions of the proposed Settlement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 of the Settlement Agreement;

AND WHEREAS legal consul for the Mohawks of Akwesasne explained to the Mohawk Council of Akwesasne and to the Members of the Mohawks of Akwesasne present at the Information Meetings or Members who inquired about the legal nature and effect of entering into the Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in article 3.0 of the Settlement Agreement;

AND WHEREAS legal consul for the Mohawks of Akwesasne explained to the Mohawk Council of Akwesasne and to the Members of the Mohawks of Akwesasne present at the Information Meetings or Members who inquired about the legal nature and effect of entering into the Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in article 3.0 of the Settlement Agreement;

AND WHEREAS a Financial Advisor for the Mohawks of Akwesasne explained to the Mohawk Council of Akwesasne and to the Members of the Mohawks of Akwesasne present at the Information Meetings or Members who inquired about independent financial advice in respect of the Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in article 3.0 of the Settlement Agreement;

AND WHEREAS a Referendum Vote conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation was held, [Blank] Voters voted, comprising at least 25% of the Voters of the Mohawks of Akwesasne, and [Blank] of the voters who voted were in favor of this Settlement Agreement, comprising a majority of the Voters who voted;

BE IT RESOLVED:

- 1. THAT the Mohawk Council of Akwesasne, on behalf of the Mohawks of Akwesasne, hereby agrees to and approves the terms and conditions of the initialed Settlement Agreement, which settles the Tsikaristisere/Dundee Claim as defined in the Settlement Agreement.**

SCHEDULE 10 - TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT SPECIAL REFERENDUM REGULATION

2. THAT the Mohawk Council of Akwesasne hereby agrees to execute the Settlement Agreement on behalf of the Mohawks of Akwesasne and hereby designates and authorizes Grand Chief [Blank], District Chief [Blank], District Chief [Blank], and District Chief [Blank] to sign the Settlement Agreement.

The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

[Grand Chief - Signature Space] [Date Space]

[District Chief - Signature Space] [Date Space]

[District Chief - Signature Space] [Date Space]

[District Chief - Signature Space] [Date Space]

[District Chief - Signature Space] [Date Space]

Schedule 10 — Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation

Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation

As approved by Akwesasne Mohawk Council Resolution MCR 2018/2019-#088 on June 18, 2018.

1.0 Title

2.0 Definitions

3.0 Interpretation

4.0 Calling a Referendum

5.0 Appointment of Referendum Officers and Referendum Security Personnel

6.0 Referendum Voters List

7.0 Notice of the Referendum

8.0 Information Meetings

8A.0 Integrity of the Referendum

9.0 Online Voting

11.0 Door-to-Door Online Voting

12.0 Door-to-Door Online Voting Procedures

13.0 Preparation of Referendum Ballots

14.0 Referendum Polling Stations

15.0 Referendum Polling Station Voting Procedures

16.0 Counting Procedures

17.0 Official Statements

18.0 Disposal of Ballot Papers

19.0 Appeals

20.0 Procedure on Appeals

Full document is available for community reviewing and is available by contacting the Mohawk Council of Akwesasne.



MCA Contacts

For More Information Please Visit
<https://mca-arro.ca/> and www.akwesasne.ca

Mohawk Council of Chiefs

Grand Chief Abram Benedict (613) 575-2348
All Other Council Members (613) 575-2348

Aboriginal Rights & Research Office

info@akwesasne.ca
phone (613) 575-2348
Physical Address: 33 Third Street, Akwesasne, QC, H0M 1A0
Mailing Address: P.O. Box 90, Akwesasne QC, H0M 1A0



TAB 3



Mohawk Council of Akwesasne



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[Mohawk Council](#)

[Departments](#)

[Employment](#)

[Entewatatha:wi \(Nation Building\)](#)

[Contact Us](#)

[History & Resources](#)

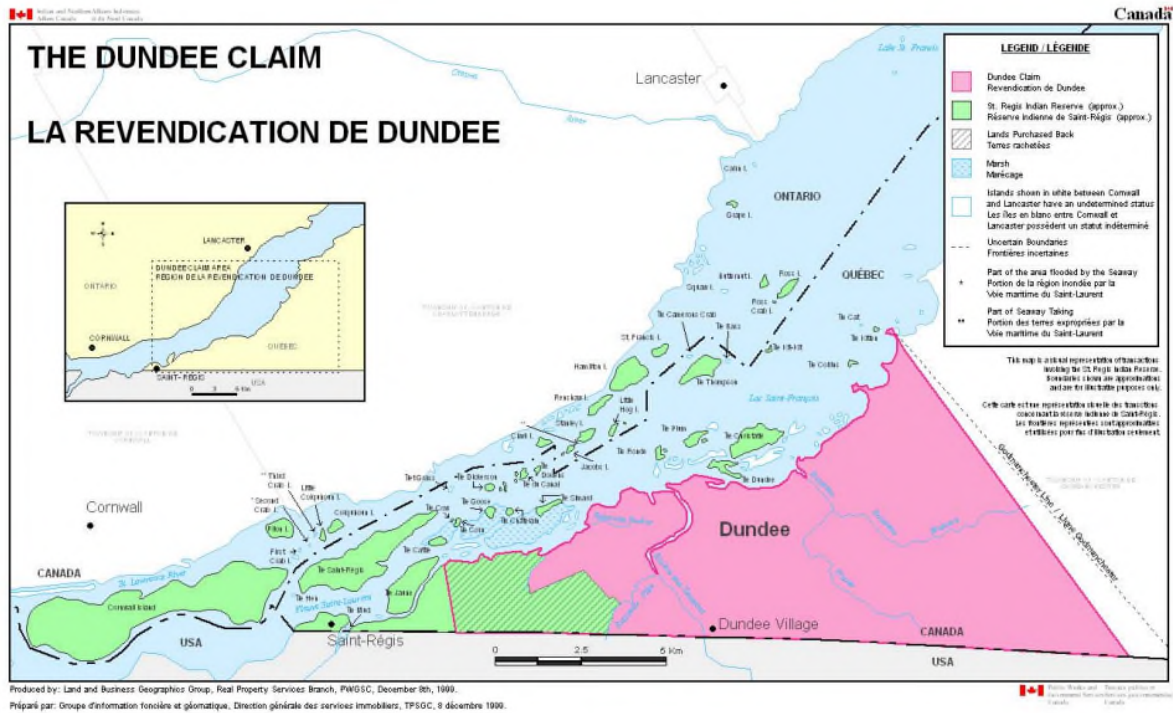
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[COVID-19 Information](#)

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Land Claims



COMMUNITY NOTICE

For Immediate Release:

Seskeha/August 20, 2018

REFERENDUM CALLED FOR TSI:KARÍSTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

TERRITORY OF AKWESASNE – The Chief Referendum Officer (Chief Electoral Officer) Leona Benedict hereby gives notice of an upcoming referendum on the Tsi:karístisere/Dundee Claim Settlement Agreement. In accordance with the terms of the Settlement Agreement, the ballot question for this referendum is:

‘As a Voter of the Mohawks of Akwesasne, do you:

- approve the terms and conditions of the Tsi:karístisere/Dundee Claim Settlement Agreement initialed by the negotiators for the Mohawks of Akwesasne and Canada, which settles and releases the Tsi:karístisere/Dundee Claim; and
- authorize and direct the Mohawk Council of Akwesasne to execute all documents and do everything necessary to give effect to the Tsi:karístisere/Dundee Claim Settlement Agreement?’

The Mohawks of Akwesasne presented the Tsi:karístisere/Dundee Land Claim to the Government of Canada in 1981 under the Specific Claims Policy. The claim was first accepted for negotiation in 1988. A revised claim was presented in 1998 and accepted for negotiation in 2002. In April 2015, the Government of Canada made a global settlement offer of \$239,808,436 for a full and final settlement of the claim. The offer was based on a careful consideration of the facts, evidence, and arguments of the Mohawk Council of Akwesasne and the Government of Canada. Following the settlement offer, the parties have continued negotiations on the terms and conditions of a Final Settlement Agreement. In addition to the compensation that will be paid by the Government of Canada, the Mohawks of Akwesasne will have the opportunity to expand their reserve lands by adding up to 18,282 acres of land under Canada’s Additions to Reserve (ATR) policy. The lands will be acquired by the Mohawks of Akwesasne from willing sellers in Quebec and Ontario.

The Settlement Agreement will only be signed with the approval of the community by referendum. The referendum on the Tsi:karístisere/Dundee Claim Settlement Agreement will be conducted through referendum polling stations on **Saturday, December 8, 2018** from **9:00 a.m. – 5:00 p.m.** at the following locations:

- District of Kawehno:ke – Kawehno:ke Recreation Center
- District of Tsi Snaihne – Tsi Snaihne Recreation Center
- District of Kana:takon – Kana:takon Recreation Center
- Southern Portion of Akwesasne – Location TBA

Unassisted Online Voting for this referendum will open on Monday, October 1, 2018 at 9:00 a.m. EST and will close on Friday, December 7, 2018 at 5:00 p.m. EST. Referendum Officers will be going Door-to-Door throughout Akwesasne to assist Eligible Referendum Voters with completing their ballots from Monday, October 1, 2018 through December 7, 2018. Contact the Chief Referendum Officer to schedule an appointment with a Referendum Officer for assistance in Online Voting, or to make arrangements for a Mohawk Language Interpreter or Sign Language Interpreter.

Instructions for Online Voting can be obtained by contacting the Chief Referendum Officer or visiting the following website www.akwesasne.ca/referendum.

Eligibility to participate in this referendum on the Tsi:karístisere/Dundee Claim Settlement Agreement is as follows:

- Persons who at the time of voting are Members of the Mohawks of Akwesasne.
- Persons who at the time of voting have attained eighteen (18) years of age.

Members must be listed on the Referendum Voters List in order to participate in this referendum. If an individual meets the eligibility criteria to participate in the referendum and are not on the referendum voters list, those individuals need to contact the Chief Referendum Officer to have their name added to the list. The deadline to add or remove names to the Referendum Voters List is Monday, September 24, 2018 at 5:00pm. Referendum Voters Lists will be placed at the following locations:

- District of Kawehno:ke – Bank of Montreal, Jocks Convenience Store, Express Gas
- District of Tsi Snaihne – Iohahi:io Adult Education Centre, OK Den
- District of Kana:takon – Post Office, Butters Quick Stop, Village Check Cashing
- Southern Portion of Akwesasne – Saint Regis Mohawk Tribe Administration Building Lobby, Tsi Tetewatakens – Office for the Aging

The referendum on the Tsikaristisere/Dundee Claim Settlement Agreement will close on Saturday, December 8, 2018 at 5:00 p.m. EST. The results from the Online Voting period will be read on December 8, 2018 at 7:00 p.m. EST and counting of the ballots cast at the Referendum Polling Stations will commence at the St. Regis Recreation Centre. After counting has concluded the unofficial results of the referendum will be released by the Chief Referendum Officer to local media outlets and will be posted on the Mohawk Council of Akwesasne's website and Facebook page.

For more information for the referendum on the Tsi:karístisere/Dundee Claim Settlement Agreement or for a copy of the Tsi:karístisere/Dundee Claim Settlement Agreement or referendum regulation, please contact the Chief Referendum Officer Leona Benedict by telephone at 613-575-2250 ext. 2406, by facsimile at 613-575-1726 or by email at leona.benedict@akwesasne.ca.

Tetwetharen Talk Show: Frequently Asked Questions On Dundee Land Claim June 29, 2015

0:00 / 16:31

Links:

- [Fact Sheet](#)
- [About Land Claims](#)
- [FAQ on Land Claims](#)
- [Tsi:karístisere/Dundee Claim Settlement Agreement \(Simple Language\)](#)
- [Aboriginal Rights & Research Office Website](#)

Mission Statement

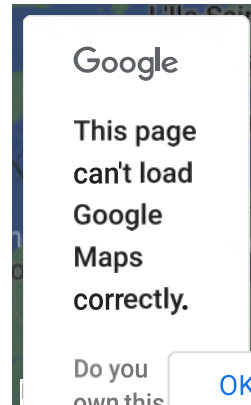
“With a good mind it is our responsibility to protect and exercise our inherent rights while creating sustainable partnerships and building a strong community for future generations.”

Local Weather

Akwesasne
March 6, 2023,
10:25 AM

Sunny
-2°C
real feel: -3°C
current pressure:
1020 mb
humidity: 67%
wind speed: 3
m/s WNW
wind gusts: 8 m/s
UV-Index: 2
sunrise: 6:29 AM
sunset: 5:53 PM
© 2023
AccuWeather,
Inc.
More forecast...

Location



Contact Us

Akwesasne —
Land Where
the Partridge
Drums

Email:
info@akwesasne.ca
Phone 613-
575-2250
Fax: 613-575-
2181

Address:
PO Box 90
Akwesasne,
Quebec, H0M
1A0

101
Tewesateni
Road
Akwesasne,
Ontario, K6H
0G5

Copyright © Mohawk Council of Akwesasne

TAB 4



Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
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Six Nations of the Grand River (BAND-121)

Bed of the Grand River and Islands	Other Claim in Active Litigation Alleged failure to compensate for certain islands in the Grand River and claim to the bed of the Grand River in 1784.	- Date Litigation Became Active : 1995/03/24
------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------

Burtch Tract	Other Claim in Active Litigation Alleged invalid surrender in 1841 of 5,223 acres in Brantford township.	- Research Start Date : 1993/02/01 - Date Litigation Became Active : 1995/03/24
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Canby - Block 6	Other Claim in Active Litigation Pre-Confederation 19,000 acre tract in Canborough Township. Alleged that in 1798, the tract of land was never lawfully surrendered. Government in place at the time breached its fiduciary obligation for failing to enforce payment for the grant.	- Research Start Date : 1992/04/15 - Date Litigation Became Active : 1995/03/24
-----------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

Cayuga	Other Claim in Active Litigation Alleged Cayuga township was surrendered in 1831 and 1834, and de-surrendered circa 1844 by Indian Affairs in exchange for exclusion of Burtch tract from band lands. Also, that the 1831 and 1834 surrenders were for lease and that any sale of the portions of Cayuga Township, South of the Grand River, was illegal.	- Research Start Date : 1994/07/01 - Date Litigation Became Active : 1995/03/24
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Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
CNR Lots 45-61	<p>Other Claim in Active Litigation</p> <p>Alleged illegal alienation of land for railway right of way. There was never a surrender document obtained from Six Nations, giving consent to the railway right-of-way.</p>	<ul style="list-style-type: none"> - Research Start Date : 1993/10/13 - Date Litigation Became Active : 1995/03/24
Comp. for Lands in Letter Patent # 708	<p>Other Claim in Active Litigation</p> <p>The FN alleges that the surrender dated April 19, 1830 to allow the sale of 807 acres for the town plot of Brantford was invalid. In addition, the FN alleges there was a fiduciary breach by the Crown when it granted Letters Patent number 708 dated November 5, 1851. The patent covered 33 lots were never credited to the Six Nations Trust Funds.</p>	<ul style="list-style-type: none"> - Date Litigation Became Active : 1995/03/24
Comp. for Lands in Letters Patent # 910	<p>Other Claim in Active Litigation</p> <p>The FN alleges that the surrender dated April 19, 1830 to allow the sale of 807 acres for the town plot of Brantford was invalid. In addition, the FN alleges there was a fiduciary breach by the Crown when it granted Letters Patent Number 910 dated July 12, 1852. The patent covered 8 lots and consisted of 1.6 acres. According to the FN, no funds from the sale of the 8 lots were ever credited to the Six Nations Trust Funds.</p>	<ul style="list-style-type: none"> - Date Litigation Became Active : 1995/09/21

Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
Comp. for Lands Patented to Nathan Gage	<p>Other Claim in Active Litigation</p> <p>The FN alleges that the surrender dated April 19, 1830 to allow the sale of 807 acres for the town plot of Brantford was invalid. In addition, the FN alleges there was a fiduciary breach by the Crown when it granted Letters Patent dated February 25, 1840. The patent covered 19 lots were never credited to the Six Nations Trust Funds.</p>	- Date Litigation Became Active : 1995/03/24
Coutts & Co. Investments	<p>Other Claim in Active Litigation</p> <p>Alleged breach of fiduciary trust by not properly accounting for Six Nations funds appropriated by Crown and invested in Coutts & Co. (London), between 1805 and 1855.</p>	- Research Start Date : 1994/06/21 - Date Litigation Became Active : 1995/03/24
Eagle's Nest Tract	<p>Other Claim in Active Litigation</p> <p>Alleged 1,800 acres Eagle's Nest Tract, in Brantford Township was not included in the 1841 surrender nor was it surrendered in 1844. Also alleged this land was reserved for leasing.</p>	- Research Start Date : 1993/10/15 - Date Litigation Became Active : 1995/03/24
East Hawkesbury	<p>Other Claim in Active Litigation</p> <p>Alleged invalid surrender, in 1847, of 4,000 acres in the township of East Hawkesbury.</p>	- Research Start Date : 1985/12/31 - Not Accepted for Negotiations: 1988/07/21 - Date Legal Opinion Signed: 1993/04/15 - Date Litigation Became Active : 1995/03/24

Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
General Surrender	Other Claim in Active Litigation Alleged general surrender of 1841 was invalid.	- Research Start Date : 1991/07/19 - Date Litigation Became Active : 1995/03/24
Grand River Navigation Company (368 Acres)	Other Claim in Active Litigation Alleged illegal alienation of 368.7 acres to the Grand River Navigation Company in 1837. This claim is also known as Grand River Navigation Company Claim.	- Research Start Date : 1992/09/30 - Date Litigation Became Active : 1995/03/24
Innisfil Township	Other Claim in Active Litigation Alleged 900 acres of land in Innisfil Township was alienated without authorization or consent.	- Not Accepted for Negotiations: 1988/07/21 - Date Legal Opinion Signed: 1994/04/28 - Date Litigation Became Active : 1995/03/24
Jarvis Investments	Other Claim in Active Litigation Alleged breach of fiduciary obligation for allowing agents of the Crown to appropriate funds in a manner contrary to Six Nations' best interests.	- Date Litigation Became Active : 1995/03/24
Johnson's Settlement	Other Claim in Active Litigation Alleged invalid surrender of, a 7000 acre tract located in Brantford township. This land was to be reserved as a continual source of revenue for Six Nations, through leasing.	- Research Start Date : 1993/10/10 - Date Litigation Became Active : 1995/03/24

Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
Martin's Tract	Other Claim in Active Litigation Alleged invalid surrender and sale of lots 11-31 concession 3, Onondaga township circa 1840. By Order-in-Council, the land was to be leased to create continual income for the Six Nations Indians.	- Research Start Date : 1993/10/10 - Date Litigation Became Active : 1995/03/24
Moulton Township	Other Claim in Active Litigation Alleged 30,100 acres in Moulton Township were sold, in 1807, without a surrender.	- Research Start Date : 1985/12/31 - Not Accepted for Negotiations: 1989/05/12 - Date Legal Opinion Signed: 1993/03/24 - Canada Offered to Negotiate: 1993/11/19 - Date Litigation Became Active : 1995/03/24
Oil and Gas	Other Claim in Active Litigation Alleged invalid surrender of oil and gas May 1925 and breach of fiduciary duty in the administration of exploration and distribution leases.	- Date Litigation Became Active : 1995/03/24
Oneida Township	Other Claim in Active Litigation Alleged invalid surrender of entire Oneida township in 1841.	- Date Litigation Became Active : 1995/03/24
Onondaga Township	Other Claim in Active Litigation Alleged that 2000 acres in Onondaga township were not lawfully surrendered in 1841.	- Date Litigation Became Active : 1995/03/24

Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
Oxbow Bend	<p>Other Claim in Active Litigation</p> <p>Alleged that in 1841, 1200 acres of land in Brantford township was never lawfully surrendered for sale. That by Order-in-Council of Oct/1841, the Oxbow Bend was to be leased on a short-term basis to create a continual income for FN.</p>	<ul style="list-style-type: none"> - Research Start Date : 1993/10/10 - Date Litigation Became Active : 1995/03/24
Plank Road	<p>Other Claim in Active Litigation</p> <p>Alleged road lots in Oneida and Seneca Townships were not included in alleged invalid 1841 surrender. Although the Six Nations had only agreed to lease the land, it was sold against the FNs wishes.</p>	<ul style="list-style-type: none"> - Research Start Date : 1994/02/20 - Date Litigation Became Active : 1995/03/24
Port Maitland	<p>Other Claim in Active Litigation</p> <p>Alleged compensation never received for lots 25 and 26 concession 4, Dunn township, Port Maitland, when land was transferred to the Department of the Interior in 1915.</p>	<ul style="list-style-type: none"> - Research Start Date : 1992/07/01 - Date Legal Opinion Signed: 1994/11/25 - Date Litigation Became Active : 1995/03/24
Railway	<p>Settled Settled through Negotiations</p> <p>Alleged faulty expropriation of land, in 1875, for railway purposes.</p>	<ul style="list-style-type: none"> - Date Legal Opinion Signed: 1983/05/24 - Canada Offered to Negotiate: 1983/06/08 - Settlement Signed by Claimant: 1985/12/23 - Settlement Signed by Canada: 1985/12/24

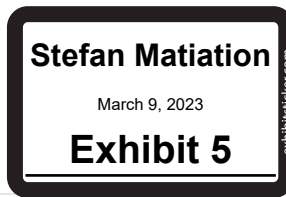
Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
Source of the Grand River	<p>Other Claim in Active Litigation</p> <p>Alleged terms and conditions of the Haldimand Deed of 1784 were breached in that all the lands described in the Deed, i.e. six miles on either side of the Grand River from its mouth to its source, were not set aside.</p>	<ul style="list-style-type: none"> - Research Start Date : 1993/09/20 - Date Litigation Became Active : 1995/03/24
Towpath	<p>Other Claim in Active Litigation</p> <p>Alleged unextinguished interest in the towpaths on each side of the Grand River and in the bed and island of the Grand River. This claim rests on the interpretation of a land surrender obtained in 1784. Although the land was appropriated by the Grand River Navigation Company in 1836, compensation was never paid for the 368.7 acres granted to the company, including 36 acres of towpath land.</p>	<ul style="list-style-type: none"> - Date Legal Opinion Signed: 1978/03/28 - File Closed: 1979/09/25 - Research Start Date : 1993/02/01 - Date Litigation Became Active : 1995/03/24
Welland Canal	<p>Other Claim in Active Litigation</p> <p>Alleged illegal taking of, and inadequate compensation for approximately 2,000 acres of land along the Grand River flooded by the Welland Canal Company 1829-1836.</p>	<ul style="list-style-type: none"> - Research Start Date : 1990/12/31 - Date Legal Opinion Signed: 1993/10/15 - Canada Offered to Negotiate: 1994/05/13 - Date Litigation Became Active : 1995/03/24

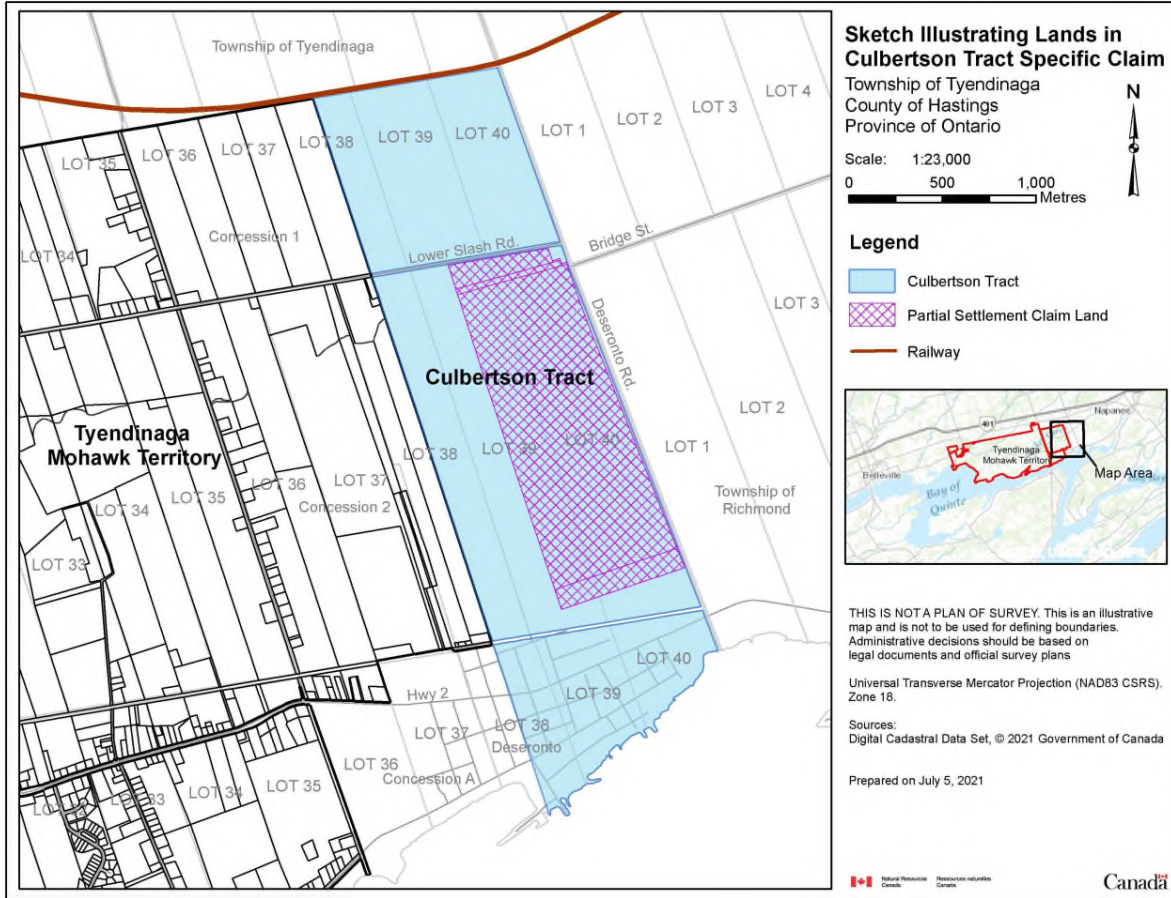
TAB 5

Select Page



CULBERTSON TRACT

On this page, members of the Mohawks of the Bay of Quinte will be able to find all information pertaining to the Culbertson Tract, and the recent partial settlement land claim.



Mohawks of the Bay of Quinte and Canada take a step toward reconciliation with partial settlement of historic claim

by Communications Officer | Oct 3, 2022 | Community, Council News, Culbertson Tract, Home Feature

News release For immediate release Mohawks of the Bay of Quinte and

Canada take a step toward...

REQUEST FOR PROPOSALS - CULBERTSON TRACT CONSULTATION

BACKGROUND/INTRODUCTION

The Mohawks of the Bay of Quinte is located within the Territory and Ontario. We are the third largest First Nation in Ontario and the tenth largest in Canada, with a membership exceeding 30,000 with approximately 2,000 living on the Tyendinaga Mohawk Territory.

Our ancestors arrived on the shores of the Bay of Quinte on May 22, 1784. Pursued by enemies due to the American Revolution, lands were surrendered to our British colonial superiors in satisfaction for our release. At the time, many Mohawk British colonial superiors were also relocating to the area. In an effort to protect the lands our ancestors could not take to the north, The Crown Deed of 1784 is now signed April 1, 1790 and provided a description of lands - those of a township - and made equal that our ancestors had described as the lands required for the village west to sustain future generations.

On February 17, 1887, 82.5 acres of the Mohawk Tract were illegally patented to John Culbertson without the consent of the Mohawk people as was required by the Crown Deed. These lands became known as the Culbertson Tract lands.

In September 1995, MBQ submitted a Specific Claim against Canada and Ontario pending the return of the land to the Mohawks and the control of the Mohawks people and financial compensation for the loss of use commencing in 1887. The claim was accepted for settlement negotiations by Canada in 2003 on the basis that the issuance of letters patent by the Crown constituted an illegal deprivation of Indian lands under the policy.

The partial settlement enabled the confirmation and restoration of 299.45 acres in the Tyendinaga Mohawk Territory without the requirement of a surrender or other steps of the settling process to be taken. In addition to the

Request for Proposals – Culbertson Tract Consultation

by Communications Officer | Sep 29, 2022 | Community, Culbertson Tract, Home Feature

NOTICE: Ceremonial Signing with Minister Marc Miller Scheduled for



Monday morning

by Communications Officer | Sep 29, 2022 | Community, Culbertson Tract, Home Feature

www.canada.ca

Culbertson Tract Partial Settlement Vote Confirmed by Ratification Officer

by Communications Officer | Oct 26, 2021 | Community, Community Services, Council News, Culbertson Tract, Home Feature

The certified vote result is as follows:

Total votes in favour	1,901
Total votes against	0
Abstain	2,043
Total votes cast	3,944

The vote succeeded in that over 25% plus 1 of the voters on the Voters List voted in favour, and that number was the majority of votes cast. The 1,901 votes in favour represent just over 50% of the 2,944 voter votes cast.

The agreement will require 200-03 acres of land to be administered and control of the HBC, which was initially transferred by the Crown in 1827 without a surrender. The Agreement also brings more than 1200 acres, representing less than 1% of the total land for over 100 years, that will be with the present and future members of the HBC.

The Council will embark upon a process of engagement with the membership to discuss options for the use of the compensation, subject to compliance with applicable laws during the COVID-19 pandemic.

The Partial Settlement Agreement will refer to Crown-Indigenous Relations and Northern Affairs (CIRNA) for negotiation by the Minister in the near future, as well as the federal cabinet appointments later this year.

Within 45 days following that signature, the financial component of the settlement will be paid into an administration account with 100% flexible funds and the process for federal contribution of the land as reserve will begin.

Results of Culbertson Tract Partial Settlement Ratification Vote

by Communications Officer | Oct 17, 2021 | Council News, Culbertson Tract, Home Feature

CLARIFICATIONS ON MISCONCEPTIONS REGARDING PARTIAL SETTLEMENT AGREEMENT

Chief and Council as a band have some misconceptions about the HBC members regarding the proposed Culbertson Tract Partial Settlement Agreement. This post is intended to clarify these misconceptions, which are as follows:

- The HBC Band Council will receive the compensation.**
None of the money is going to the Band Council. A small portion is going to a trust to handle the acquisition of the land and remainder is going to an off-shore trust account (CMA). These remaining funds will be for the membership. Considered items include: education for all, a culture centre, a library, but are not limited to this. Other items include: housing, education, infrastructure, employment, social assistance, creation of a trust, or some other appropriate.
- If members vote in favour of the agreement, the members of the HBC will have a say in the use of the money.**
A referendum will not have the members participating anything. Rather, the money for the trust will be set up and the land will be confirmed as reserve. This land will be administered and controlled by the same person as the rest of the reserve, as land reserved under the Indian Act.
- The voting threshold is 25% + 1 of the registered members.**
In fact, the voting threshold is 25% + 1 of the registered members of voting age on the date of the vote and the 100% vote result is the majority of those who vote. This is a standard threshold in specific cases and is not being set as a precedent.

Clarification on Culbertson Tract Partial Settlement

by Communications Officer | Oct 13, 2021 | Community, Council News, Culbertson Tract, Home Feature



NOTICE: Council Provides Details On Culbertson Tract Vote Extension

by Communications Officer | Oct 1, 2021 | Community, Council News, Culbertson Tract, Home Feature

The Ratification Vote on the Culbertson Tract Partial Settlement has been extended to October 16. On that day, there will be another in-person vote at Quinte Mohawk School (1624 York Road). Chief R. Don Maracle recently filmed a video to outline the history of the...

NOTICE – Culbertson Tract Partial Settlement Vote Extended

by Communications Officer | Sep 24, 2021 | Community, Council News, Culbertson Tract, Home Feature



Culbertson Tract Partial Settlement Vote Fast Approaching

by Communications Officer | Sep 21, 2021 | Community, Council News, Culbertson Tract, Home Feature

The ratification vote on the Culbertson Tract Partial Settlement is this Saturday, September 25. All members of the Mohawks of the Bay of Quinte that will be 18 as of September 25, 2021 are encouraged to participate. Ballots can either be cast online until 8 p.m. this...



Online Culbertson Tract Partial Settlement Ratification Vote

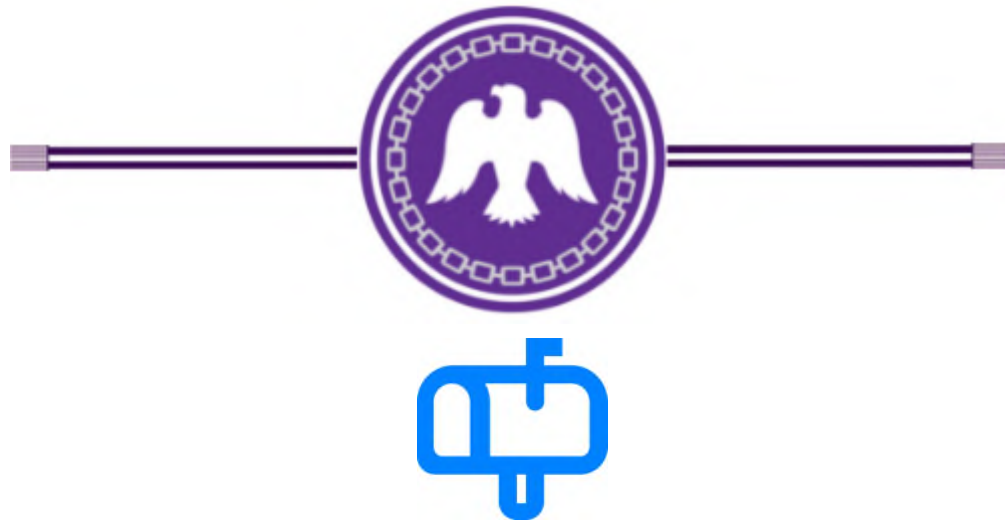
by Communications Officer | Sep 10, 2021 | Community, Council News, Culbertson Tract, Home Feature

Please be sure to select Mohawks of the Bay of Quinte when signing up with OneFeather. MBQ has been made aware that there is an option on the OneFeather page giving the option to select Bay of Quinte Mohawks, which is causing some confusion for those registering to...

[« Older Entries](#)

OVERVIEW

In February of 1837, 923.4 acres of Mohawk land was illegally patented to John Culbertson, the grandson of Mohawk Captain John Deserontyon. This was not in compliance with the Simcoe Deed, also known as Treaty 3 1/2. In 1995, Mohawks of the Bay of Quinte filed for the return of the Culbertson Tract, as well as compensation for loss of use from 1837 to the present day. Settlement negotiations were accepted in 2003. On October 16, 2021, a ratification vote was held on the partial settlement of the Culbertson Tract. Membership voted in favour of restoring 299.43 acres of land to the Mohawks of the Bay of Quinte, meaning this is now reserve land. This partial settlement does not impact MBQ's ability to seek a settlement for the remainder of the Culbertson Tract at any time in the future.



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TAB 6

[Canada.ca](#) > [Crown-Indigenous Relations and Northern Affairs Canada](#) > [Lands](#)> [Treaty and agreement negotiations](#) > [Treaties and agreements](#) > [Treaty Texts](#)

Treaty Texts - Ojibewa Indians of Lake Huron

Copy of the Robinson Treaty Made in the Year 1850 with the Ojibewa Indians of Lake Huron Conveying Certain Lands to the Crown

Reprinted from the edition of 1939 by

ROGER DUHAMEL, F.R.S.C.

QUEEN'S PRINTED AND CONTROLLER OF STATIONERY

OTTAWA, 1964

Cat. No. Ci 72-1264

THIS AGREEMENT, made and entered into this ninth day of September, in the year of our Lord one thousand eight hundred and fifty, at Sault Ste. Marie, in the Province of Canada, between the Honorable WILLIAM BENJAMIN ROBINSON, of the one part, on behalf of HER MAJESTY THE QUEEN, and SHINGUACOUSE NEBENAIGOCHING, KEOKOUSE, MISHEQUONGA, TAGAWININI, SHABOKISHICK, DOKIS, PONEKEOSH, WINDAWTEGOWININI, SHAWENAKESHICK, NAMASSIN, NAOQUAGABO, WWBEKEKIK, KITCHEPOSSIGYN by PAPASAINSE, WAGEMAKI, PAMEQUONASHEUG, Chiefs; and John Bell, PAQWATCHININI, MASHEKYASH, IDOWEKESIS, WAQUACOMICK, OCHEEK, METIGOMIN, WATACHEWANA, MINWAPAPENASSE, SHENAOQUOM, ONINGEGUN, PANAISSY, PAPASAINSE, ASHEWASEGA, KAGESHEWAWETUNG, SHAWONEBIN; and also Chief MAISQUASO (also Chiefs MUCKATA, MISHOQUET, and MEKIS), and MISHOQUETTO and ASA WASWANAY and PAWISS, principal men of the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron, from Penetanguishine to Sault Ste. (Saint) Maire, and thence to Batchewanaung Bay, on the Northern Shore of Lake Superior; together with the Islands in the said Lakes, opposite to the Shores thereof, and inland to the Height of land which separates the Territory covered by the charter of the Honorable Hudson Bay Company from Canada; as well as all unconceded lands within the limits of Canada West to which they have any just claim, of the other part, witnesseth:

THAT for, and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada, to them in hand paid, and for the further perpetual annuity of six hundred pounds of like money, the same to be paid and delivered to the said Chiefs and their Tribes at a convenient season of each year, of which due notice will be given, at such places as may be appointed for that purpose, they the said Chiefs and Principal men, on behalf of their respective Tribes or Bands, do

hereby fully, freely, and voluntarily surrender, cede, grant, and convey unto Her Majesty, her heirs and successors for ever, all their right, title, and interest to, and in the whole of, the territory above described, save and except the reservations set forth in the schedule hereunto annexed; which reservations shall be held and occupied by the said Chiefs and their Tribes in common, for their own use and benefit.

And should the said Chiefs and their respective Tribes at any time desire to dispose of any part of such reservations, or of any mineral or other valuable productions thereon, the same will be sold or leased at their request by the Superintendent-General of Indian Affairs for the time being, or other officer having authority so to do, for their sole benefit, and to the best advantage.

And the said William Benjamin Robinson of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make, or cause to be made, the payments as before mentioned; and further to allow the said Chiefs and their Tribes the full and free privilege to hunt over the Territory now ceded by them, and to fish in the waters thereof, as they have heretofore been in the habit of doing; saving and excepting such portions of the said Territory as may from time to time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government.

The parties of the second part further promise and agree that they will not sell, lease, or otherwise dispose of any portion of their Reservations without the consent of the Superintendent-General of Indian Affairs, or other officer of like authority, being first had and obtained. Nor will they at any time hinder or prevent persons from exploring or searching for minerals, or other valuable productions, in any part of the Territory hereby ceded to Her Majesty, as before mentioned. The parties of the second part also agree, that in case the Government of this Province should before the date of this agreement have sold, or bargained to sell, any mining locations, or other property, on the portions of the Territory hereby reserved for their use; then and in that case such sale, or promise of sale, shall be perfected by the Government, if the parties claiming it shall have fulfilled all the conditions upon which such locations were made, and the amount accruing therefrom shall be paid to the Tribe to whom the Reservation belongs.

The said William Benjamin Robinson, on behalf of Her Majesty, who desires to deal liberally and justly with all her subjects, further promises and agrees, that should the Territory hereby ceded by the parties of the second part at any future period produce such an amount as will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial Currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided further that the number of Indians entitled to the benefit of this treaty shall amount to two-thirds of their present number, which is fourteen hundred and twenty-two, to entitle them to claim the full benefit thereof. And should they not at any future period amount to two-thirds of fourteen hundred and twenty-two, then the said annuity shall be diminished in proportion to their actual numbers.

The said William Benjamin Robinson of the first part further agrees, on the part of Her Majesty and the Government of this Province, that in consequence of the Indians inhabiting French River and Lake Nipissing having become parties to this treaty, the further sum of one hundred and sixty pounds Provincial Currency shall be paid in addition to the two thousand pounds above mentioned.

Schedule of Reservations made by the above-named subscribing Chiefs and Principal Men.

FIRST --Pamequonaishcung and his Band, a tract of land to commence seven miles, from the mouth of the River Maganetawang, and extending six miles east and west by three miles north.

SECOND --Wagemake and his Band, a tract of land to commence at a place called Nekickshegeshing, six miles from east to west, by three miles in depth.

THIRD--Kitcheposkissegan (by Papasainse), from Point Grondine westward, six miles inland, by two miles in front, so as to include the small Lake Nessinassung a tract for themselves and their Bands.

FOURTH--- Wabakekik, three miles front, near Shebawenaning, by five miles inland, for himself and Band.

FIFTH--Namassin and Naoquagabo and their Bands, a tract of land commencing near Qacloche, at the Hudson Bay Company's boundary; thence westerly to the mouth of Spanish River; then four miles up the south bank of said river, and across to the place of beginning.

SIXTH --Shawenakishick and his Band, a tract of land now occupied by them, and contained between two rivers, called Whitefish River, and Wanabitaseke, seven miles inland.

SEVENTH --Windawtegawinini and his Band, the Peninsula east of Serpent River, and formed by it, now occupied by them.

EIGHTH --Ponekeosh and his Band, the land contained between the River Mississaga and the River Penebewabecong, up to the first rapids.

NINTH --Dokis and his Band, three miles square at Wanabeyakokaun, near Lake Nipissing and the island near the Fall of Okickandawt.

TENTH --Shabokishick and his Band, from their present planting grounds on Lake Nipissing to the Hudson Bay Company's post, six miles in depth.

ELEVENTH --Tagawinini and his Band, two miles square at Wanabitibing, a place about forty miles inland, near Lake Nipissing.

TWELFH -- Keokouse and his Band, four miles front from Thessalon River eastward, by four miles inland.

THIRTEENTH -- Mishequanga and his Band, two miles on the lake shore east and west of Ogawaminang, by one mile inland.

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FOURTEENTH -- For Shinguacouse and his Band, a tract of land extending from Maskinongé Bay, inclusive, to Partridge Point, above Garden River on the front, and inland ten miles, throughout the whole distance; and also Squirrel Island.

FIFTEENTH -- For Nebenaigoching and his Band, a tract of land extending from Wanabekineyunnung west of Gros Cap to the boundary of the lands ceded by the Chiefs of Lake Superior, and inland ten miles throughout the whole distance, including Batchewanaung Bay; and also the small island at Sault Ste. Marie used by them as a fishing station.

SIXTEENTH -- For Chief Mekis and his Band, residing at Wasaquesing (Sandy Island), a tract of land at a place on the main shore opposite the Island; being the place now occupied by them for residence and cultivation, four miles square.

SEVENTEENTH -- For Chief Muckatamishaquet and his Band, a tract of land on the east side of the River Naishconteong, near Pointe aux Barils, three miles square; and also a small tract in Washauwenega Bay -- now occupied by a part of the Band -- three miles square.

Signed, sealed, and delivered at Sault Ste. Marie, the day and year first above written, in presence of -

(Signed)

Astley P. Cooper,

Capt. Rifle Brig.

George Ironside,

S. I. Affairs.

F. W. Balfour,

Lieut. Rifle Brig.

Allan MacDonnell.

Geo. Johnston,

Interpreter.

Louis Cadott.,

J. B. Assikinack.

T. W. Keating.

Joe. Wilson.

(Signed)

W. B. Robison.

his

Shinguaconse,

+ [L. S.]

mark.

his
Nebenaigoching, + [L. S.]
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Keokunse, + [L. S.]
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	his
Naoquagaho,	+ [L. S.] mark.
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Warokekick,	+ [L. S.] mark.
	his
Kithepossegun, (by Papasainse)	+ [L. S.] mark.
	his
Wagemake,	+ [L. S.] mark.

Date modified: 2016-03-03

TAB E

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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 HER MAJESTY THE

QUEEN IN RIGHT OF ONTARIO

Defendants

THE HAUDENOSAUNEE THE HAUDENOSAUNEE DEVELOPMENT
INSTITUTE (AARON DETLOR AND BRIAN DOOLITTLE), AS
APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS
COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

--- This is the Cross-examination of WILFRED
DAVEY, upon his affidavit sworn January 6, 2023,
taken via Neesons, A Veritext Company's virtual
platform, on the 13th day of March, 2023.

REPORTED BY: Judith M. Caputo, RPR, CSR, CRR

<p style="text-align: right;">2</p> <p>1 A P P E A R A N C E S :</p> <p>2</p> <p>3 GREGORY SHEPPARD, Esq., for the Plaintiff</p> <p>4</p> <p>5 SARAH KANKO, Esq., for the Defendant,</p> <p>6 KATRINA LONGO, Esq., Attorney General of</p> <p>7 OWEN YOUNG, Esq., Canada.</p> <p>8 HASAN JUNAID, Esq.,</p> <p>9</p> <p>10 DAVID TORTELL, Esq., for the Defendant,</p> <p>11 His Majesty the King</p> <p>12 In Right of Ontario</p> <p>13</p> <p>14 COLIN CARRUTHERS, Esq., for the Moving Party,</p> <p>15 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>16 Development Institute</p> <p>17</p> <p>18 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>19 LIAM GERRY, Esq., The Men's Fire of the</p> <p>20 Grand River Territory</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5800773</p>	<p style="text-align: right;">4</p> <p>1 INDEX OF EXHIBITS</p> <p>2</p> <p>3 NUMBER/DESCRIPTION PAGE NO.</p> <p>4 Exhibit A: Transcript dated December 2, 2016: 37</p> <p>5 Cross-Examination of Janace Henry on affidavit</p> <p>6 of October 28, 2016.</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">3</p> <p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: WILFRED DAVEY</p> <p>4 PAGE</p> <p>5 CROSS-EXAMINATION BY MR. CARRUTHERS..... 5</p> <p>6 CROSS-EXAMINATION BY MR. TORTELL..... 55</p> <p>7 CROSS-EXAMINATION BY MS. KANKO..... 70</p> <p>8</p> <p>9 * * * The following list of undertakings,</p> <p>10 advisements and refusals is meant as a guide only</p> <p>11 for the assistance of counsel and no other purpose * * *</p> <p>12</p> <p>13 INDEX OF UNDERTAKINGS</p> <p>14 The questions/requests undertaken are noted by U/T</p> <p>15 and appear on the following pages: 13:21, 65:16,</p> <p>16 69:8, 69:19</p> <p>17</p> <p>18 INDEX OF ADVISEMENTS</p> <p>19 The questions/requests taken under advisement are</p> <p>20 noted by U/A and appear on the following pages: (None.)</p> <p>21</p> <p>22 INDEX OF REFUSALS</p> <p>23 The questions/requests refused are noted by R/F</p> <p>24 and appear on the following pages: 38:3, 44:1,</p> <p>25 54:11</p>	<p style="text-align: right;">5</p> <p>1 -- Upon commencing at 2:00 p.m.</p> <p>2</p> <p>3 WILFRED DAVEY: AFFIRMED.</p> <p>4 CROSS-EXAMINATION BY MR. CARRUTHERS:</p> <p>5 1 Q. Good afternoon, Mr. Davey.</p> <p>6 A. Good afternoon.</p> <p>7 2 Q. My name is Colin Carruthers, I'm</p> <p>8 one of the lawyers here for the Haudenosaunee</p> <p>9 Development Institute, which I will refer to as</p> <p>10 "HDI," and I assume that you'll understood what I'm</p> <p>11 talking about if I say that.</p> <p>12 A. Yes.</p> <p>13 3 Q. Great. I'm going to be asking you</p> <p>14 some questions today about an affidavit you</p> <p>15 affirmed on January 6, 2023. Do you have a copy of</p> <p>16 that affidavit with you?</p> <p>17 A. It's in the file.</p> <p>18 4 Q. I'm sorry, I missed that. Sorry,</p> <p>19 Mr. Davey.</p> <p>20 A. It's in the file, just give me a</p> <p>21 second here. Okay.</p> <p>22 5 Q. So you have a copy of that</p> <p>23 affidavit dated January 6, 2023 in front of you?</p> <p>24 A. Yes.</p> <p>25 6 Q. And you have all the exhibits that</p>

6	<p>1 were attached to that affidavit?</p> <p>2 A. Yes.</p> <p>3 7 Q. Excellent. So I'd ask that you</p> <p>4 try to answer my questions as clearly and audibly</p> <p>5 as possible today so that the reporter can take</p> <p>6 notes on the transcript. So, for example, saying</p> <p>7 "yes" and "no" instead of nodding your head or</p> <p>8 shaking your head or saying things like "um-hum."</p> <p>9 Do you understand?</p> <p>10 A. I understand.</p> <p>11 8 Q. Great. And since we're doing this</p> <p>12 examination by way of video conference, I may share</p> <p>13 my screen with you, or more correctly, Mr. Dumigan</p> <p>14 will share his screen with you in the event that we</p> <p>15 need to look at the same document simultaneously,</p> <p>16 but of course feel free to look at your own copy if</p> <p>17 you wish to take a closer look yourself.</p> <p>18 A. Yes.</p> <p>19 9 Q. Mr. Davey, before we go ahead,</p> <p>20 could you just turn your camera up to your face</p> <p>21 again so that we can see you while I'm asking</p> <p>22 questions?</p> <p>23 A. How's that?</p> <p>24 10 Q. That's perfect. Thank you very</p> <p>25 much, Mr. Davey.</p>	8
7	<p>1 A. Okay.</p> <p>2 11 Q. Mr. Davey, it looks like maybe</p> <p>3 you're in your office or at home; is that right?</p> <p>4 A. Yes.</p> <p>5 12 Q. Is there anybody else there with</p> <p>6 you?</p> <p>7 A. No, no.</p> <p>8 13 Q. Okay. And then other than your</p> <p>9 affidavit and the exhibits, do you have anything</p> <p>10 else in front of you today?</p> <p>11 A. The file, and my documents.</p> <p>12 That's all.</p> <p>13 14 Q. Do you have any -- I apologize for</p> <p>14 speaking over you.</p> <p>15 A. My phone, which is going off right</p> <p>16 now. I don't want any interruptions.</p> <p>17 15 Q. Yes, I was going to make a comment</p> <p>18 about the phone. If you have your phone -- I would</p> <p>19 ask that you --</p> <p>20 A. It's off.</p> <p>21 16 Q. Okay. I was going to suggest that</p> <p>22 you keep it nearby in case we run into any</p> <p>23 technical difficulties, but obviously I would ask</p> <p>24 that you at least put it off of your table for now.</p> <p>25 A. Yes, it's off.</p>	9
6	<p>1 17 Q. Great. Thank you, Mr. Davey.</p> <p>2 Do you have any notes with you today?</p> <p>3 A. Any what?</p> <p>4 18 Q. Any notes.</p> <p>5 A. In the file, yes.</p> <p>6 19 Q. But none of your own personal</p> <p>7 notes, marked-up copies, anything like that?</p> <p>8 A. Yes, I have some notes. I have</p> <p>9 some notes.</p> <p>10 BY MR. CARRUTHERS:</p> <p>11 20 Q. Counsel, we would ask for a copy</p> <p>12 of Mr. Davey's notes following the examination.</p> <p>13 MR. KAUFMAN: No. Mr. Davey, I think</p> <p>14 -- I'm not with him -- he's in his home office,</p> <p>15 where he has his file.</p> <p>16 Mr. Davey understands he's not supposed</p> <p>17 to have any notes in front of him. So you can ask</p> <p>18 him if they're in front of him or in his office.</p> <p>19 BY MR. CARRUTHERS:</p> <p>20 21 Q. Fair enough. Mr. Davey, are the</p> <p>21 notes in front of you?</p> <p>22 A. No, they're in the office here.</p> <p>23 22 Q. Okay. Mr. Davey, we're going to</p> <p>24 go to your affidavit, and in particular we'll start</p> <p>25 with paragraph 1 of your affidavit.</p>	8
6	<p>1 A. Okay.</p> <p>2 23 Q. At paragraph 1 of your affidavit,</p> <p>3 you mention that you are the secretary for the</p> <p>4 Men's Fire of the Grand River Territory, and then</p> <p>5 you use the short form "Men's Fire." First of all,</p> <p>6 is that correct?</p> <p>7 A. I'm the secretary for the</p> <p>8 Hodiskeagehda Men's Fire, yes.</p> <p>9 24 Q. Okay, thank you. If I use the</p> <p>10 terminology "Men's Fire," you'll understand what</p> <p>11 I'm talking about?</p> <p>12 A. Yes.</p> <p>13 25 Q. And the Men's Fire is a party</p> <p>14 seeking to intervene in the litigation between the</p> <p>15 Six Nations Grand River Band of Indians and the</p> <p>16 Attorney General of Canada and His Majesty the King</p> <p>17 in Right of Ontario; is that correct?</p> <p>18 A. Yes, but --</p> <p>19 MR. KAUFMAN: So, Counsel, that's a</p> <p>20 legal question. We are intervening on the limited</p> <p>21 basis in our Amended Notice of Motion, which you</p> <p>22 have.</p> <p>23 MR. CARRUTHERS: Thank you, Counsel.</p> <p>24 BY MR. CARRUTHERS:</p> <p>25 26 Q. Mr. Davey, there's nothing in your</p>	9

<p>1 affidavit that describes who the Men's Fire is; is 2 that right? 3 A. That's the Yokwenhasta, the circle 4 wampum. We are -- the men are on the outside of 5 the circle, protecting the women and the children. 6 This is our responsibility. 7 27 Q. And can you point me to where in 8 your affidavit it says that, Mr. Davey? 9 A. I'd have to -- 10 28 Q. Perhaps counsel can assist if 11 you're -- 12 MR. KAUFMAN: Well, Counsel, you can 13 read his affidavit. He's here as a secretary of 14 the Men's Fire, and the status of the Men's Fire is 15 not an issue in this proceeding. 16 MR. CARRUTHERS: I'm just trying to 17 clarify that that description that Mr. Davey just 18 gave is not in the affidavit. 19 MR. KAUFMAN: He explained to you who 20 the Men's Fire is under Haudenosaunee law, and 21 whether it's in the affidavit, we can all read the 22 affidavit. 23 Can we please have the next question? 24 MR. CARRUTHERS: Yes, I don't think he 25 mentioned under Haudenosaunee law, but I will move</p>	<p>10</p>	<p>1 Sarnia, and Six Nations. 2 34 Q. The name of the party that's 3 intervening on the limited basis, as Mr. Kaufman 4 put it, is the Men's Fire of the Grand River 5 Territory, correct? 6 A. We have been instructed by the men 7 in the Yokwenhasta across the Turtle Island to 8 proceed. 9 35 Q. Your affidavit doesn't talk about 10 that instruction; is that correct? 11 A. It's a given inheritance, right. 12 It's a given. The Yokwenhasta is a circle wampum, 13 and it signifies that we are the Men's Fire across 14 Turtle Island. We don't have to be specifically 15 from Grand River territory. We don't have to be 16 specifically from Oneida. We don't have to be 17 specifically from Sarnia. It is a collective. And 18 because there are -- names on this affidavit happen 19 to be mine, which is the objection letter, which is 20 mine, which we were instructed by the rest of the 21 men to proceed with objecting to this motion, HDI 22 be given the status that they're after in court, 23 and we are objecting to this. 24 36 Q. Thank you, Mr. Davey. 25 You mentioned that you were instructed</p>	<p>12</p>
<p>1 on. 2 BY MR. CARRUTHERS: 3 29 Q. Mr. Davey, there's nothing in your 4 affidavit that says whether the Men's Fire is a 5 corporation? 6 A. We are not incorporated. 7 30 Q. There's nothing that says it's not 8 a not-for-profit? 9 A. We are -- it's an inherited right. 10 31 Q. Okay. There's -- 11 A. Before I was born, before I was 12 born, I was a -- the Hodiskegehda, and my 13 responsibility at this stage of life is to address 14 issues, concerns, under the wampum. 15 32 Q. I understand. 16 At paragraph 1 of your affidavit, 17 Mr. Davey, you describe the Men's Fire as "the 18 Men's Fire of the Grand River Territory"; do you 19 see that? 20 A. I see that, yes. 21 33 Q. So the Men's Fire represents 22 people at the Grand River Territory? 23 A. At this Grand River Territory, and 24 the men, and Yokwenhasta are from all reserves: 25 Akwesasne, Kahnawake, and Tyendinaga, Oneida and</p>	<p>11</p>	<p>1 by the men from no specific place. Do you have any 2 documentation to show that instruction? 3 A. We provided you with meetings, 4 names and signatures from attendees. And those are 5 also -- they may not be in my affidavit, but 6 they're in our motion records, and it's well over 7 50 to 60 each time we met. So it is back to the 8 responsibility. We have them show up, and they ask 9 us where we're at with this. And then we tell 10 them. We go ahead and tell them. 11 37 Q. Okay. I haven't seen any of those 12 documents, I don't believe, that you just 13 referenced. So I would ask for counsel to 14 undertake to provide copies of the documents that 15 Mr. Davey just mentioned, instructing the Men's 16 Fire to make this intervention. 17 MR. KAUFMAN: Sure. Mr. Davey, you 18 have those documents with all the signatures in 19 your possession? 20 THE WITNESS: I believe so, yes. Yes. 21 U/T MR. KAUFMAN: We'll undertake to 22 produce those documents which have signatures of 23 Men's Fire, authorizing the proceeding that 24 Mr. Davey is undertaking on their behalf. 25 THE WITNESS: They don't authorize</p>	<p>13</p>

<p>1 anybody because it's an inherited right. They 2 attended a meeting. And we ask for direction and 3 guidance, and that's what I have is the signatures 4 of the people that showed up. 5 MR. KAUFMAN: Thank you. I'll make 6 that correction, and we'll undertake to provide the 7 documents that Mr. Davey says he has. 8 MR. CARRUTHERS: Thank you. 9 BY MR. CARRUTHERS: 10 38 Q. In addition to the document 11 setting out the signatures, if there are minutes of 12 that meeting, we would also ask that you undertake 13 to provide copies of those minutes. 14 A. Our minutes are oral; there are no 15 minutes. 16 39 Q. Understood. 17 A. Our culture is oral, and whatever 18 was said at the meeting was conveyed. And this is 19 one of the conveyances, and we put it in an 20 objection letter. 21 40 Q. I understand. And there's no 22 resolutions as a result of these oral meetings? Or 23 written resolutions, I should clarify. 24 A. The objection letter. We are 25 objecting to HDI making a motion to the Federal</p>	<p>14</p>	<p>1 A. I see it, yes. 2 43 Q. It appears to be dated October 20, 3 2022; that's in the top left-hand corner. Do you 4 see that? 5 A. It's pretty small, but I believe 6 that it is the time, yeah. 7 44 Q. Okay. I should say that if you 8 have any questions or you're having any issues 9 seeing the document that we're putting on the 10 screen, please let us know and Mr. Dumigan will be 11 happy to scroll through or zoom in to look at the 12 document for you. Is that all right? 13 A. That's fine. 14 45 Q. Now, Mr. Davey, is this the 15 objection letter that you were just talking about? 16 A. Yes. 17 46 Q. Okay. Great. 18 And Mr. Dumigan, if you can just scroll 19 to the bottom of the letter for me. 20 And what I would call, I guess, the 21 signature block, we see there are a couple of typed 22 signatures; do you see that? 23 A. I see that, yeah. 24 47 Q. One is the secretary, Wilfred 25 Davey; that's you?</p>	<p>16</p>
<p>1 courts to become the only lands claim negotiators. 2 And because they're not transparent, they are not 3 Haudenosaunee. They are outside the circle wampum 4 because they have incorporated. 5 41 Q. Okay. Thank you, Mr. Davey, we 6 have your evidence on that. 7 You've mentioned the objection letter 8 several times. I'd like to take you to that 9 objection letter, which I think Mr. Dumigan is 10 going to pull up. 11 I believe it's already in the record, 12 attached as Exhibit D to the affidavit of Karizma 13 Defreitas-Barnes, which is in the third 14 supplementary motion record of HDI. If you just 15 bear with us for one second. 16 We have a document on the screen 17 entitled "Objection Letter to HDI Court Motion." 18 Do you see that, Mr. Davey? 19 A. I see it. 20 I don't see it now. You lost it. 21 42 Q. Yes, we're having a brief 22 technical difficulty. 23 I think we've got it back. Again, 24 we're looking at an Objection Letter to HDI Court 25 Motion. Do you see that, Mr. Davey?</p>	<p>15</p>	<p>1 A. Yes. 2 48 Q. One is for Bill Montour; do you 3 see that? 4 A. That's correct. 5 49 Q. And one is for Chuck Montour? 6 A. Correct. 7 50 Q. Okay. And there are signature 8 lines for Oneida and Cayuga; do you see those? 9 A. I see those. 10 51 Q. But there's no signature in those 11 signature lines; is that right? 12 A. That's right. 13 52 Q. And there's no signature line for 14 the Seneca Nation? 15 A. That's correct. 16 53 Q. No signature line for the 17 Tuscarora Nation? 18 A. Correct. 19 54 Q. No signature line for the Onondaga 20 Nation? 21 A. Correct. 22 55 Q. And it says on this signature 23 line, it says that you are Wolf Clan; is that 24 right, Mr. Davey? 25 A. Correct.</p>	<p>17</p>

<p>1 56 Q. It doesn't list a nation like we 2 see for Bill Montour or Chuck Montour; is that 3 correct? 4 A. They're both Mohawks. 5 57 Q. Right, but we don't see a nation 6 listed for yours. We see another word there. Is 7 that nation or a title that I'm looking at? 8 A. Make it bigger. 9 58 Q. Sure. 10 Mr. Dumigan, could you please zoom in? 11 So I'm looking to the right of where it 12 says "Wolf Clan" beside your signature, and I'll 13 spell it out. It says, L-A-T-U-D-A-L-A-S-L-U-N-I; 14 do you see that? 15 A. I see that. That's my -- 16 59 Q. Mr. Davey, could you just -- oh, I 17 apologize for interrupting you. 18 A. That's my Indian name, Latudalasluni. 19 60 Q. Latudalasluni. Okay, thank you, 20 Mr. Davey. 21 And to go back to my question, you said 22 that you are a Wolf Clan, and I believe, my 23 understanding at least, is that your membership in 24 a clan is matrilineal, it comes from your mother's 25 side; is that correct?</p>	<p>18</p>	<p>1 clarification, Mr. Davey. 2 I'm going to go back to your affidavit. 3 I'm going to look at paragraph 4, if you want to 4 pull that up in front of you. 5 A. I'm there. 6 66 Q. So, you refer to an ongoing Class 7 Action between Davey, et al and Hazel Hill, et al. 8 Do you see that? 9 A. I see it. 10 67 Q. And the "Davey" reference there is 11 you, correct? 12 A. Yes. 13 68 Q. So you're personally involved in 14 litigation against the HDI; is that right? 15 A. Correct. 16 69 Q. And the other defendants in that 17 case include Hazel Hill? 18 A. Aaron Detlor. 19 70 Q. Aaron Detlor? And I'll go through 20 the list that -- 21 A. Brian Doolittle. And I believe 22 Colen Martin is in that list and Elvera Garlow. 23 71 Q. I'm not sure if Colen Martin is in 24 the list, but I do note that there's a couple of 25 companies as well. One is 2438543 Inc.; is that</p>	<p>20</p>
<p>1 A. Yeah, it comes from my parents, 2 yes. 3 61 Q. Okay. And that's set out in the 4 Great Law of Peace where your clan membership comes 5 from, right? 6 A. I have a Clan Mother, which is 7 Oneida, and I am a Lower Cayuga, which was missing 8 on this document. At the time we submitted it, the 9 essence of time drop-dead deadlines were upon us, 10 and trying to get the rest of the territories to 11 send us signatures and agree on it, so we posted 12 it. But I'm Lower Cayuga A23. 13 62 Q. Thank you, Mr. Davey. 14 A. And my Clan Mother is from Oneida, 15 who also is Cayuga. 16 63 Q. Just to clarify, you say "Lower 17 Cayuga." Is that a nation or a band? 18 A. That's a band. I'm from Six 19 Nations. 20 64 Q. Go ahead. 21 A. I'm one of the younger brothers. 22 The Mohawks and the Senecas are the older brothers. 23 The Cayuga and the Oneidas are the younger 24 brothers. 25 65 Q. Okay. Thank you for that</p>	<p>19</p>	<p>1 right? 2 A. That's correct. 3 72 Q. And Ogwawihsta Inc.; is that 4 right? 5 A. That's correct. 6 73 Q. And Mr. Davey, that litigation was 7 commenced in 2016; is that right? 8 A. Correct. 9 74 Q. It hasn't gone to trial yet? 10 A. COVID jumped in there. We've been 11 to trial, and we've had a couple of hiccups along 12 the way, one being the judge had to retire, and 13 COVID; nobody could get anything done. So -- 14 75 Q. I understand that -- 15 A. -- there we are. 16 76 Q. Go ahead. Sorry, Mr. Davey. 17 A. We're still in litigation, but we 18 just haven't moved forward as of yet. 19 77 Q. Understood. I just wanted to 20 clarify something. You said, "We have gone to 21 trial," but you said, "We're still in litigation." 22 So I'll ask my question again: The 23 substance of that action hasn't been before a judge 24 yet; is that right? 25 A. Oh, yes, it's been before a judge.</p>	<p>21</p>

22	<p>1 But he had to retire. And a new one was appointed.</p> <p>2 78 Q. My understanding is perhaps there</p> <p>3 have been case management conferences or motions,</p> <p>4 but there's not actually been a hearing of the</p> <p>5 allegations pleaded in that action.</p> <p>6 MR. KAUFMAN: That's correct. There</p> <p>7 have been motions and case conferences. It hasn't</p> <p>8 yet hit the certification hearing.</p> <p>9 MR. CARRUTHERS: Understood. Thank</p> <p>10 you, Mr. Kaufman.</p> <p>11 BY MR. CARRUTHERS:</p> <p>12 79 Q. So, Mr. Davey, I guess, based on</p> <p>13 your counsel's answer, the Court hasn't ruled one</p> <p>14 way or another on the allegations in your claim; is</p> <p>15 that right?</p> <p>16 A. I would have to say no. No, they</p> <p>17 haven't, they haven't ruled yet.</p> <p>18 MR. KAUFMAN: Sorry. That's a broad</p> <p>19 question. On the motion, the Court did rule that</p> <p>20 virtually all of the causes of action that the HDI</p> <p>21 tried to strike were upheld as being triable</p> <p>22 issues, so that ruling has been -- was done by the</p> <p>23 former judge before he retired.</p> <p>24 BY MR. CARRUTHERS:</p> <p>25 80 Q. So there was a ruling on a motion</p>	24
23	<p>1 to strike, but there hasn't been any findings of</p> <p>2 fact in terms of the allegations pleaded in the</p> <p>3 Statement of Claim; is that fair?</p> <p>4 MR. KAUFMAN: That's correct. But it's</p> <p>5 going to go to a certification hearing, where</p> <p>6 they're not going to determine the facts, they're</p> <p>7 just going to determine it on a triable-issues</p> <p>8 basis.</p> <p>9 MR. CARRUTHERS: Thank you,</p> <p>10 Mr. Kaufman.</p> <p>11 BY MR. CARRUTHERS:</p> <p>12 81 Q. Mr. Davey, I take it you're aware</p> <p>13 that the defendants in that case have brought a</p> <p>14 motion to dismiss the action for delay. Are you</p> <p>15 aware of that?</p> <p>16 A. They've sent us some material,</p> <p>17 yes.</p> <p>18 82 Q. And I understand that that motion</p> <p>19 was to be scheduled, and when I say "that motion,"</p> <p>20 I mean the motion to dismiss for delay. That</p> <p>21 motion was to be scheduled during a case</p> <p>22 conference, it was originally scheduled for last</p> <p>23 Friday, but I understand it's been adjourned until</p> <p>24 sometime in April; is that right?</p> <p>25 A. I'm not aware of that.</p>	25
	<p>1 Mr. Kaufman, I had no knowledge of that</p> <p>2 one. I haven't received anything.</p> <p>3 MR. KAUFMAN: It was supposed to take</p> <p>4 place, but counsel for HDI in that matter</p> <p>5 unfortunately had a funeral to attend, and had to</p> <p>6 have it adjourned, which we agreed to.</p> <p>7 We're also bringing a motion at the</p> <p>8 same time for certification.</p> <p>9 MR. CARRUTHERS: Thank you,</p> <p>10 Mr. Kaufman.</p> <p>11 BY MR. CARRUTHERS:</p> <p>12 83 Q. Had the motion for certification</p> <p>13 been served on HDI?</p> <p>14 MR. KAUFMAN: A long time ago, before</p> <p>15 the motion to strike.</p> <p>16 BY MR. CARRUTHERS:</p> <p>17 84 Q. Okay. Mr. Davey, I'd like to jump</p> <p>18 to paragraph 14 in your affidavit. Let me know</p> <p>19 when you're there.</p> <p>20 A. I'm there.</p> <p>21 85 Q. Okay, great. And this is under a</p> <p>22 heading that says, "HDI in Breach of Fiduciary</p> <p>23 Duty." Do you see that?</p> <p>24 A. I see that.</p> <p>25 86 Q. This section of your affidavit</p>	
	<p>1 goes from paragraph 14 to 18; do you see that?</p> <p>2 A. I see it.</p> <p>3 87 Q. And this section generally</p> <p>4 corresponds to allegations that you've made in that</p> <p>5 other litigation we were just discussing; is that</p> <p>6 right?</p> <p>7 A. That's correct.</p> <p>8 88 Q. Thank you. I apologize for the</p> <p>9 bouncing, but I'm going to take you back to</p> <p>10 paragraph 6 of your affidavit. If you could let me</p> <p>11 know when you're there.</p> <p>12 A. Oh my gosh. Okay. Paragraph 6,</p> <p>13 I'm there.</p> <p>14 89 Q. Great. Thank you, Mr. Davey. In</p> <p>15 paragraph 6, it says:</p> <p>16 "In the declaration of trust,</p> <p>17 through which HDI was established, a</p> <p>18 number of the Chiefs listed on the</p> <p>19 document are vacant titles."</p> <p>20 Do you see that?</p> <p>21 A. I see that.</p> <p>22 90 Q. And at the end of that paragraph,</p> <p>23 you say that you have attached a copy of that</p> <p>24 declaration of trust as Exhibit B to your</p> <p>25 affidavit. Do you see that?</p>	

<p>1 A. I see that.</p> <p>2 91 Q. Could I ask you to pull up</p> <p>3 Exhibit B, Mr. Davey?</p> <p>4 A. Sure.</p> <p>5 92 Q. Are you at Exhibit B, Mr. Davey?</p> <p>6 A. Almost, almost.</p> <p>7 93 Q. Okay, no rush.</p> <p>8 A. Declaration of Trust, yeah, I got</p> <p>9 it. I got it.</p> <p>10 94 Q. Okay, great. Thank you. And</p> <p>11 Mr. Davey, this document appears to be dated the</p> <p>12 20th day of October 2014. That's in the bottom</p> <p>13 left or above the signature block; do you see that?</p> <p>14 A. I see that, yes.</p> <p>15 95 Q. Okay. And Mr. Davey, are you</p> <p>16 aware that there's other evidence in this</p> <p>17 proceeding that HDI was established in 2007?</p> <p>18 A. It was actually established in</p> <p>19 2006, when DCE was under negotiations. But it</p> <p>20 didn't come to be incorporated until 2014. And</p> <p>21 that's when this here numbered company announced</p> <p>22 the 50 shares.</p> <p>23 96 Q. Okay. And so --</p> <p>24 A. Ogwawihsta was also formed after</p> <p>25 that, because they were filtering the money up to</p>	<p>26</p> <p>27</p>	<p>1 declares that 50 common shares (the</p> <p>2 'Shares') in the capital of 2438543</p> <p>3 Ontario Inc. (the 'Corporation')</p> <p>4 registered in the name of the</p> <p>5 undersigned, in trust, on the books</p> <p>6 of the Corporation, and all monies,</p> <p>7 shares or other property which may</p> <p>8 be payable in respect of the Shares,</p> <p>9 whether by way of dividends or</p> <p>10 capital distributions or otherwise</p> <p>11 howsoever, and all of the benefits</p> <p>12 pertaining to the Shares are held by</p> <p>13 the undersigned in trust for [...]"</p> <p>14 And I won't try to pronounce the proper</p> <p>15 name, but:</p> <p>16 "[...] (Haudenosaunee</p> <p>17 Confederacy Chiefs Council at Grand</p> <p>18 River)."</p> <p>19 Do you see that?</p> <p>20 A. Benefits and their heirs -- you</p> <p>21 got just ahead of me a little bit.</p> <p>22 99 Q. My apologies.</p> <p>23 A. Oh, the Haudenosaunee. Okay.</p> <p>24 "The Haudenosaunee Confederacy Chiefs Council at</p> <p>25 Grand River," okay. Yeah, I see it. I saw it in</p>	<p>28</p> <p>29</p>
<p>1 that point.</p> <p>2 [Reporter intervened for clarification</p> <p>3 purposes].</p> <p>4 THE WITNESS: Ogwawihsta. It's in the</p> <p>5 trust agreement right there.</p> <p>6 MR. DUMIGAN: Madam reporter, we can</p> <p>7 spell that for you. It's</p> <p>8 O-G-W-A-H-W-I-H-W-I-S-T-A.</p> <p>9 MR. CARRUTHERS: I'm not sure that's</p> <p>10 right, but we can come back to it perhaps at the</p> <p>11 break.</p> <p>12 THE WITNESS: I can send you the</p> <p>13 correct spelling, it doesn't matter.</p> <p>14 BY MR. CARRUTHERS:</p> <p>15 97 Q. Thank you. Yes, let's move on for</p> <p>16 now, if that's all right, Mr. Davey.</p> <p>17 A. Sure.</p> <p>18 98 Q. So, if we can just read through</p> <p>19 this document, it says:</p> <p>20 "In consideration of the sum of</p> <p>21 \$1.00 now paid to the undersigned</p> <p>22 and for other good and valuable</p> <p>23 consideration (the receipt and</p> <p>24 sufficiency of which is</p> <p>25 acknowledged), the undersigned</p>	<p>27</p>	<p>1 Schedule A, yeah. Okay.</p> <p>2 100 Q. So the document seems to reference</p> <p>3 shares in the capital of 2438543 Ontario Inc.; is</p> <p>4 that fair?</p> <p>5 A. That's fair.</p> <p>6 101 Q. And it talks about, it has this</p> <p>7 word, the "undersigned." Do you see that?</p> <p>8 A. "The undersigned in trust..." The</p> <p>9 undersigned, they were referring to Hazel -- I</p> <p>10 don't know what her middle name is -- Hill. Hazel</p> <p>11 E. Hill.</p> <p>12 102 Q. I see that Hazel Hill has signed</p> <p>13 the document; is that right?</p> <p>14 A. That's correct.</p> <p>15 103 Q. And above where Hazel Hill's</p> <p>16 signature appears, the words "Haudenosaunee</p> <p>17 Development Institute, in trust" appear; is that</p> <p>18 fair?</p> <p>19 A. That's fair.</p> <p>20 104 Q. I'm going to suggest to you,</p> <p>21 Mr. Davey, that Hazel Hill may have applied her</p> <p>22 signature, but she's signing on behalf of the</p> <p>23 Haudenosaunee Development Institute. Would you</p> <p>24 agree?</p> <p>25 MR. KAUFMAN: Excuse me. I will</p>	<p>29</p>

<p>1 object. Please, Wilfred, you have to listen. 2 There's no way my client can answer 3 that question. He wasn't there and he's not part 4 of the company. So the document speaks for itself. 5 MR. CARRUTHERS: Thank you, 6 Mr. Kaufman. 7 BY MR. CARRUTHERS: 8 105 Q. We'll go back to paragraph 6 of 9 your affidavit, Mr. Davey. 10 A. Okay. 11 106 Q. Just let me know when you're 12 there. 13 A. Coming up. 14 Okay. Go ahead. 15 107 Q. It's sometimes difficult not to 16 talk over each other on Zoom. I'll do my best not 17 to do that. I'm sorry, Mr. Davey. 18 A. Yeah, that's fine. 19 108 Q. The second sentence of paragraph 6 20 says: 21 "Names that appear on the 22 document under the Cayuga Clan, the 23 chief titles" -- 24 And you list three titles and say: 25 "[They] have been vacant since</p>	30	<p>1 Schedule A document, please, Mr. Dumigan. 2 BY MR. CARRUTHERS: 3 112 Q. Okay. So at the top it says 4 "Schedule A"; do you see that? 5 A. Yeah, I see it. 6 113 Q. Then the top line of the table 7 says "Cayuga"; do you see that? 8 A. I see the Cayugas, yes. Okay. 9 114 Q. Then in the row below that -- 10 A. Make it bigger so I don't have to 11 strain my eyes. 12 115 Q. Yup, we can zoom in. 13 Below where it says "Cayuga," there's 14 what I would call headings that say, on the 15 left-hand side, "Clan," and on the right-hand side, 16 "Chief Title." Do you see those headings? 17 A. I see those, yes. 18 116 Q. And "Chief Titles," there are -- 19 or "Chief Title," pardon me, that's the language 20 you use in paragraph 6 of your affidavit as well, 21 where you say: "Names that appear on the document 22 under the Cayuga Clan, the chief titles," that was 23 what we just looked at? 24 A. Yes. 25 117 Q. Okay. Is it correct that these</p>	32
<p>1 2004..." 2 Do you see that? 3 A. That's correct, yes. 4 109 Q. I apologize for the flipping, but 5 let's go back to exhibit -- sorry, that's at 6 Exhibit B, I believe, Schedule A to Exhibit B. 7 A. Yeah. 8 110 Q. So let me know when you're at 9 Schedule A. 10 A. Oh, Schedule A. Yeah, I'm there. 11 111 Q. Okay. Great. If we look at 12 Schedule A to the Declaration of Trust, the 13 right-hand column of this table that we see says 14 "Chief Title." Do you see that? 15 A. Maybe I'm on the wrong page here. 16 MR. CARRUTHERS: Perhaps, Mr. Dumigan, 17 can we put it up on the screen, just to make sure 18 we're looking at the same thing. 19 THE WITNESS: It's the Grand Council 20 2004. 21 MR. DUMIGAN: This is Schedule A to 22 Exhibit B. 23 THE WITNESS: I'm there, Schedule A of 24 Exhibit B. 25 MR. CARRUTHERS: We'll go back to the</p>	31	<p>1 titles come from the names of the original 50 2 leaders or chiefs? 3 A. No. They come from the Clan 4 Mothers. It is an inherited right to accept that 5 title, whether they're on planet earth or have 6 moved on. And these titles represent a song, a 7 ceremony, and they're given to the individual as to 8 who they are, who they represent, and the clan 9 family. So, no, this title doesn't go to the 10 grave, it goes back on the wall. And that's in the 11 Kayanerehkowa. 12 118 Q. Understood. And the Kayanerehkowa 13 is the Great Law of Peace; is that correct? 14 A. That is correct. 15 119 Q. Just bear with me for a second, 16 sorry, Mr. Davey. 17 We'll go back to your affidavit, 18 paragraph 20, please. At paragraph 20 you say: "I 19 am informed by Janace Henry"; do you see that? 20 A. I see that, yes. 21 120 Q. At the bottom of that paragraph, 22 you say: "Attached hereto and marked Exhibit 'D' 23 is the affidavit of Janace Henry"; do you see that? 24 A. I see that. 25 121 Q. That affidavit is from the</p>	33

<p style="text-align: right;">34</p> <p>1 litigation that we were discussing earlier; is that 2 correct? 3 A. That's correct. 4 122 Q. The litigation where you and 5 Mr. Montour are the plaintiffs, right? 6 A. Correct. 7 123 Q. Thank you. Are you aware that 8 Ms. Henry was cross-examined on the affidavit that 9 you attached as Exhibit D? 10 A. I believe she was. 11 Jeff, I'm almost certain she was 12 cross-examined. 13 MR. KAUFMAN: Not in this proceeding. 14 THE WITNESS: Not in this proceeding, 15 but in the civil. We were the only ones there. 16 BY MR. CARRUTHERS: 17 124 Q. Okay. Thank you. You were 18 present for Ms. Henry's cross-examination? 19 A. I had to leave the room, but she 20 was cross-examined. 21 125 Q. You didn't attach a transcript of 22 that cross-examination to your affidavit here, 23 correct? 24 A. No. This is my affidavit. Janace 25 Henry has her own.</p>	<p style="text-align: right;">36</p> <p>1 that was, like, a zillion years ago. No, I'm not 2 going to try to answer a question from our civil 3 suit on this. I don't think that the two cross. 4 131 Q. Well, Mr. Davey, for the benefit 5 of the record, you have attached, as an exhibit to 6 your affidavit, the affidavit of Janace Henry from 7 this other proceeding. You've confirmed that you 8 did not attach a cross-examination transcript on 9 that affidavit to your affidavit in this 10 proceeding. 11 I'm showing you a copy of a transcript 12 purporting to be from the cross-examination of 13 Janace Henry in the other proceeding, if I can call 14 it that. You've said that you were there but had 15 to leave the room during her cross-examination. 16 I've asked whether you've seen this 17 document and your answer was "no"; is that right? 18 A. That is correct. 19 MR. CARRUTHERS: I'd like to mark this 20 transcript for identification, I suppose, as an 21 exhibit for identification. 22 MR. KAUFMAN: Yes, you can mark it for 23 identification, because the witness can't confirm 24 the document. And I was not counsel at that time. 25 MR. CARRUTHERS: Thank you,</p>
<p style="text-align: right;">35</p> <p>1 126 Q. Mr. Davey, I'm going to ask 2 Mr. Dumigan to turn up a document here. 3 A. Okay. 4 127 Q. It says Court File No. 16-58391, 5 and it says: "Wilfred Davey and Bill Mounture 6 - and - Hazel Hill, Brian Dolittle, Aaron Detler, 7 Haudenosaunee Development Institute, 2438543 Inc., 8 Ogwawihsta Inc., Elvera Garlow." Do you see that? 9 A. I see that, yes. 10 128 Q. Below that it says, 11 "Cross-Examination of Janace Henry 2nd December 12 2016"; do you see that? 13 A. It's getting pretty small. Make 14 it bigger. 15 Cross-examination of Janace Henry. 16 Yes, in December of 2016. Yes, that's when we did 17 that, yes. 18 129 Q. You've just mentioned that you 19 were there, but you had to leave the room during 20 the cross-examination; is that right? 21 A. That's correct. 22 130 Q. Have you seen this document 23 before, this transcript? 24 A. This transcript, I believe -- I'm 25 going to have to say "no." No, that's -- 2016,</p>	<p style="text-align: right;">37</p> <p>1 Mr. Kaufman. 2 EXHIBIT A: Transcript dated December 3 2, 2016: Cross-Examination of Janace 4 Henry on affidavit of October 28, 2016. 5 MR. CARRUTHERS: Sorry for that brief 6 pause. Mr. Dumigan has just reminded me I should 7 likely point out for the record that this 8 cross-examination transcript is a transcript of a 9 cross-examination on the affidavit of Janace Henry 10 dated -- bear with me, please. It's a 11 cross-examination of Janace Henry on the affidavit 12 dated October 28, 2016, which, as far as I can 13 tell, is the affidavit that is attached at 14 Exhibit D to the affidavit of Mr. Davey in this 15 proceeding. And that's on the screen right now. 16 I'm going to ask Mr. Dumigan to turn to 17 page 23 of this transcript. 18 THE WITNESS: Paragraph 23? 19 BY MR. CARRUTHERS: 20 132 Q. It's page 23. I don't think you 21 have the transcript in front of you. We had shared 22 it on the screen. So I'll ask Mr. Dumigan to turn 23 it up. 24 I should ask: I recognize, Mr. Davey, 25 that you said you don't recognize the document, but</p>

38	<p>1 are you generally familiar with Ms. Henry's</p> <p>2 evidence in this case?</p> <p>3 R/F MR. KAUFMAN: Don't answer that</p> <p>4 question. It's too broad of a question.</p> <p>5 BY MR. CARRUTHERS:</p> <p>6 133 Q. Okay. We have page 23 of this</p> <p>7 transcript in front of you. If we go to question</p> <p>8 number 137, so this is HDI's lawyer asking</p> <p>9 Ms. Henry some questions on her affidavit that is</p> <p>10 attached as Exhibit D to your affidavit, and HDI's</p> <p>11 lawyer says:</p> <p>12 "Question: Just let me finish.</p> <p>13 Was the decision to start this</p> <p>14 action, this class action, made by</p> <p>15 consensus?</p> <p>16 "Answer: On some of the</p> <p>17 people. Not everyone. But --</p> <p>18 "Question: Just a second. So</p> <p>19 there isn't a consensus of all of</p> <p>20 the people?</p> <p>21 "Answer: There can't be.</p> <p>22 Right?</p> <p>23 "Question: Well, I don't know.</p> <p>24 "Answer: Yeah."</p> <p>25 Do you see that?</p>	40
39	<p>1 A. You have to make it bigger for me</p> <p>2 to see it, it's just blurry right now. But that</p> <p>3 would be -- I still can't read it. Just let me</p> <p>4 finish. (Witness reviews document).</p> <p>5 I don't know, it's too foggy. I'm not</p> <p>6 going to comment on that one.</p> <p>7 134 Q. Are you able to read it,</p> <p>8 Mr. Davey?</p> <p>9 A. Yeah, make it bigger.</p> <p>10 135 Q. Would it help if I read it out</p> <p>11 again?</p> <p>12 A. No. I want to see it. I think I</p> <p>13 need to see it.</p> <p>14 136 Q. You're entitled to see it,</p> <p>15 Mr. Davey. I'm not trying to withhold the document</p> <p>16 from you.</p> <p>17 A. Well, click on it and scroll down</p> <p>18 so it will magnify it.</p> <p>19 MR. DUMIGAN: I've got it about as</p> <p>20 large as I can get it on the screen. Are you</p> <p>21 having trouble seeing it, Mr. Kaufman, on your end?</p> <p>22 MR. KAUFMAN: It's a little small, but</p> <p>23 I can see it. But maybe because we're in a gallery</p> <p>24 view, it minimizes the shared screen. Maybe if you</p> <p>25 can change it to just the scared screen, it will</p>	41

42	<p>1 A. The procedure for meetings and to</p> <p>2 obtain consensus is as follows: It needed three</p> <p>3 Mohawks, and they listen; then there's two more</p> <p>4 Mohawks, and they discuss the issue; then there's</p> <p>5 three more Mohawks who discuss it, a first one and</p> <p>6 a second one discuss it.</p> <p>7 Once it's discussed, it is passed over</p> <p>8 to the Senecas. The Senecas have to agree. And</p> <p>9 then it's passed over the fire to the Cayugas and</p> <p>10 the Oneidas, and that is -- was never done. Never</p> <p>11 done.</p> <p>12 Nobody from our fires knew of it. And</p> <p>13 it was just washed under the table. So it has to</p> <p>14 be unanimous, and this is said in Janace Henry's</p> <p>15 affidavit as well, that it has to be unanimous.</p> <p>16 There was no anonymity amongst them; they just</p> <p>17 proceeded.</p> <p>18 146 Q. The process you just described is</p> <p>19 the process that's dictated by the Great Law; is</p> <p>20 that right?</p> <p>21 A. That's correct.</p> <p>22 147 Q. You don't purport to be an expert</p> <p>23 in the Great Law, do you, Mr. Davey?</p> <p>24 A. No. I am a secretary for the</p> <p>25 Hodiskeagehda. I have limited knowledge of the</p>	44
43	<p>1 procedures and the condolence ceremonies, but I am</p> <p>2 totally aware of the procedure that needs to be</p> <p>3 followed. And Brian Doolittle, Aaron Detlor and --</p> <p>4 have not followed HDI. In fact, they've led them</p> <p>5 right down the garden path.</p> <p>6 So Doolittle states in his affidavit</p> <p>7 that the meeting was carried out, that this meeting</p> <p>8 took place and it was carried out according to the</p> <p>9 traditional Haudenosaunee laws of governance.</p> <p>10 Well, the Haudenosaunee Iroquois</p> <p>11 Confederacy Treaty Indians have wampums, 117 of</p> <p>12 them. And these two individuals, Brian Doolittle,</p> <p>13 Aaron Detlor, are outside the circle. They have no</p> <p>14 voice whatsoever and they have no business</p> <p>15 conducting a meeting that will disrupt the rules of</p> <p>16 the rest of the nations, and that's in the wampum.</p> <p>17 I believe that's wampum 58 and 72.</p> <p>18 Should anyone -- on 72, should anyone incorporate</p> <p>19 themselves, they have alienated themselves</p> <p>20 completely, and have no voice whatsoever.</p> <p>21 And 93 gives us the right to go to the</p> <p>22 Clan Mothers and have this problem, issue, concern</p> <p>23 addressed. And that was never done.</p> <p>24 148 Q. Mr. Davey, is the band council</p> <p>25 also outside of the circle of wampum?</p>	45
	<p>1 R/F MR. KAUFMAN: Don't answer that</p> <p>2 question. That's not relevant to this proceeding.</p> <p>3 THE WITNESS: Yes.</p> <p>4 BY MR. CARRUTHERS:</p> <p>5 149 Q. Mr. Davey, you said you have a</p> <p>6 Clan Mother, correct?</p> <p>7 A. Yes.</p> <p>8 150 Q. You've raised some concerns about</p> <p>9 the meeting at which the HCCC appointed HDI,</p> <p>10 correct?</p> <p>11 A. Repeat that again.</p> <p>12 151 Q. You have raised some concerns, in</p> <p>13 your answer just now, about the meeting during</p> <p>14 which the HCCC appointed HDI -- and for reference,</p> <p>15 that's again paragraph 23 of your affidavit -- is</p> <p>16 that fair?</p> <p>17 A. That's fair.</p> <p>18 152 Q. Did you raise those concerns with</p> <p>19 your Clan Mother?</p> <p>20 A. I did, and they know. They called</p> <p>21 the --</p> <p>22 153 Q. Did your Clan Mother raise those</p> <p>23 concerns with the chiefs?</p> <p>24 A. Yes. And we were -- went to the</p> <p>25 telephone to answer to the confederacy chiefs why</p> <p>1 we were doing what we were doing. And it's in our</p> <p>2 affidavit for the civil suit. So I think we're</p> <p>3 crossing over here, gentlemen. Like, this is about</p> <p>4 HDI having the authority to deal with our land</p> <p>5 claims, our issues, concerns, not about why did</p> <p>6 they accept them. Nobody accepts them. He just</p> <p>7 shows up, he won't leave. And there's evidence of</p> <p>8 that, so...</p> <p>9 154 Q. I'd like to go to paragraph 26 of</p> <p>10 your affidavit, Mr. Davey.</p> <p>11 A. Sure, yes.</p> <p>12 155 Q. Let me know when you're there.</p> <p>13 A. I'm there.</p> <p>14 156 Q. Okay, great.</p> <p>15 You mention at paragraph 26 that you've</p> <p>16 spoken to Daryl Chrisjohn; do you see that?</p> <p>17 A. I see that.</p> <p>18 157 Q. And he's with the Oneida; is that</p> <p>19 right?</p> <p>20 A. That's correct.</p> <p>21 158 Q. And you refer to what you call "a</p> <p>22 letter of concern from Oneida regarding HDI." Do</p> <p>23 you see that?</p> <p>24 A. I see that.</p> <p>25 159 Q. That's attached as Exhibit E to</p>	

<p style="text-align: right;">46</p> <p>1 your affidavit; is that correct?</p> <p>2 A. Yes.</p> <p>3 160 Q. Okay. Can we turn up Exhibit E,</p> <p>4 please?</p> <p>5 A. Sure.</p> <p>6 161 Q. Are you at Exhibit E yet,</p> <p>7 Mr. Davey?</p> <p>8 A. Almost. I just passed Exhibit D.</p> <p>9 162 Q. No rush.</p> <p>10 A. "E", okay. Yes. Okay, here it</p> <p>11 is.</p> <p>12 163 Q. Okay. Great. And this is a</p> <p>13 document that appears to be titled "Objection</p> <p>14 Letter to HDI Court Motion." Do you see that?</p> <p>15 A. I see that, yes.</p> <p>16 164 Q. And it's dated December 3rd, 2022;</p> <p>17 do you see that?</p> <p>18 A. I see that.</p> <p>19 165 Q. In the top of the document, it</p> <p>20 says "Men's Council of Oneida of the Thames." Do</p> <p>21 you see that?</p> <p>22 A. I see that.</p> <p>23 166 Q. Do you know what the Men's Council</p> <p>24 is?</p> <p>25 A. The Men's Fire. Men's Fire. They</p>	<p style="text-align: right;">48</p> <p>1 Mr. Davey's evidence, thank you.</p> <p>2 MR. KAUFMAN: Thank you.</p> <p>3 BY MR. CARRUTHERS:</p> <p>4 169 Q. Before we go into the letter, the</p> <p>5 action in which HDI is seeking to intervene in the</p> <p>6 Men's Fire is seeking to intervene on a limited</p> <p>7 basis, as Mr. Kaufman put it, that's an action that</p> <p>8 was started by the Six Nations of the Grand River</p> <p>9 Band of Indians; is that correct?</p> <p>10 A. That's correct, yes.</p> <p>11 170 Q. And you understand that it was</p> <p>12 started by the elected council, as it's sometimes</p> <p>13 referred to?</p> <p>14 A. It was started by elected council.</p> <p>15 And our intervention is stated clearly in our</p> <p>16 motion, that we are a friend of the Court. We are</p> <p>17 not here to take lead over or away from band</p> <p>18 council.</p> <p>19 Band council is the governing body here</p> <p>20 which is recognized by the INAC, and they should</p> <p>21 negotiate land claims because they have already</p> <p>22 told the people here at Six Nations and Oneida that</p> <p>23 they would be transparent.</p> <p>24 HDI is not transparent. In fact,</p> <p>25 they've been operating for so long, they don't even</p>
<p style="text-align: right;">47</p> <p>1 have their own fires in Oneida. They have their</p> <p>2 Clan Mothers, instructing them, Men's Council of</p> <p>3 Oneida of the Thames. And they are making the same</p> <p>4 statement that we are making.</p> <p>5 167 Q. You understand this letter to be</p> <p>6 HDI's motion to intervene in this case; is that</p> <p>7 right?</p> <p>8 A. That's right.</p> <p>9 168 Q. The same action that Men's Fire is</p> <p>10 seeking to intervene as well?</p> <p>11 A. That's correct.</p> <p>12 MR. KAUFMAN: Sorry, we are seeking to</p> <p>13 intervene on a different basis, Counsel.</p> <p>14 MR. CARRUTHERS: Understood. Well, I</p> <p>15 think it's probably fair to say that there's no</p> <p>16 Men's Council of Oneida of the Thames seeking to</p> <p>17 intervene in any way, shape or form. So, when I</p> <p>18 say intervene on the part of Men's Fire, I'm</p> <p>19 talking about the limited basis intervention you</p> <p>20 were discussing at the beginning. Is that fair,</p> <p>21 Counsel?</p> <p>22 MR. KAUFMAN: Yes, and on the authority</p> <p>23 to do that as explained by the witness at the</p> <p>24 beginning of his examination.</p> <p>25 MR. CARRUTHERS: Yes, we have</p>	<p style="text-align: right;">49</p> <p>1 know how to be transparent. So this letter is to</p> <p>2 reinforce what we are doing with our motion to</p> <p>3 intervene as a friend of the Court.</p> <p>4 171 Q. Mr. Davey, you understand the</p> <p>5 Plaintiff in the main action to be just the Six</p> <p>6 Nations of the Grand River Band; is that correct?</p> <p>7 A. I believe -- yes.</p> <p>8 172 Q. Not the entire Haudenosaunee</p> <p>9 confederacy?</p> <p>10 A. They represent Haudenosaunee</p> <p>11 confederacy, along with individuals who are not</p> <p>12 part of the HDI or HCCC. So I guess -- the answer</p> <p>13 is, yes. They represent the balance of the people.</p> <p>14 173 Q. You understand that HDI's position</p> <p>15 in its intervention motion is that the action</p> <p>16 concerns the Haudenosaunee at large, not just the</p> <p>17 Six Nations of the Grand River Band; is that right?</p> <p>18 A. That's correct. They have no</p> <p>19 jurisdiction outside of the Six Nations Reserve,</p> <p>20 HDI.</p> <p>21 174 Q. I think I may have misheard your</p> <p>22 answer a minute ago. My colleague said that he</p> <p>23 thought he heard you say that the Six Nations of</p> <p>24 the Grand River Band represents other Haudenosaunee</p> <p>25 groups aside from those of the Six Nations. Is</p>

50	<p>1 that correct? That's what you said?</p> <p>2 A. We have members who live in</p> <p>3 Buffalo, we have members that live in Tyendinaga,</p> <p>4 we have members that live in Akwesasne, but their</p> <p>5 roots are here at Six Nations, and that makes up</p> <p>6 the Six Nations. Our population is made up of Six</p> <p>7 Nations.</p> <p>8 175 Q. Tyendinaga has its own band</p> <p>9 council?</p> <p>10 A. They have their own band council</p> <p>11 and they also have a Men's Fire.</p> <p>12 176 Q. And the Oneida of the Thames have</p> <p>13 their own band council?</p> <p>14 A. Yes.</p> <p>15 177 Q. And there are Haudenosaunee people</p> <p>16 who are not part of the Six Nations Grand River --</p> <p>17 Six Nations of the Grand River, I should say?</p> <p>18 A. Yes. They may live elsewhere, but</p> <p>19 they are still part of Six Nations.</p> <p>20 178 Q. Six Nations, correct, not Six</p> <p>21 Nations of the Grand River, correct?</p> <p>22 A. Correct.</p> <p>23 179 Q. Thank you.</p> <p>24 I understand from -- I don't know if</p> <p>25 it's counsel or a letter from counsel or a Notice</p>	52
51	<p>1 of Motion -- I'm sure Mr. Dumigan can help me --</p> <p>2 but Men's Fire's position is that HDI shouldn't be</p> <p>3 entitled to represent the Haudenosaunee in this</p> <p>4 litigation, correct?</p> <p>5 A. Correct.</p> <p>6 180 Q. And that Men's Fire position is</p> <p>7 that it does not take issue with current</p> <p>8 plaintiff's position, the current plaintiff being</p> <p>9 the band council; is that right?</p> <p>10 A. That's correct. We are not taking</p> <p>11 the lead away from band council.</p> <p>12 181 Q. So Men's Fire takes issue</p> <p>13 primarily and squarely with HDI's intervention; is</p> <p>14 that right?</p> <p>15 A. That's correct.</p> <p>16 182 Q. But not -- and to be clear, Men's</p> <p>17 Fire does not take issue with the band council's</p> <p>18 litigation; is that correct?</p> <p>19 A. That's correct. See, we need a</p> <p>20 body of government to negotiate in good faith. HDI</p> <p>21 is not negotiating in good faith. We have no</p> <p>22 record of that. You cannot tell me that they are</p> <p>23 negotiating anything in good faith, because they</p> <p>24 are not transparent, and they do not answer any of</p> <p>25 our questions when they're asked. We need a</p>	53
	<p>1 governing body that's going to report and give us</p> <p>2 transparency because --</p> <p>3 183 Q. I'm not --</p> <p>4 A. What?</p> <p>5 184 Q. I was going to say I'm not trying</p> <p>6 to tell you anything, Mr. Davey. I'm just here to</p> <p>7 ask you some questions about your affidavit, that's</p> <p>8 all.</p> <p>9 If we can go back to the letter at</p> <p>10 Exhibit E. So this is the Oneida of the Thames</p> <p>11 letter.</p> <p>12 A. Yup.</p> <p>13 185 Q. It's your understanding that this</p> <p>14 letter also objects to HDI bringing its motion in</p> <p>15 this action?</p> <p>16 A. Yes, it does.</p> <p>17 186 Q. Is it also your understanding that</p> <p>18 this letter objects to the band council's</p> <p>19 participation in this action?</p> <p>20 A. Yes, they are.</p> <p>21 187 Q. So the Oneida Men's Council</p> <p>22 objects to both, but Men's Fire only objects to</p> <p>23 HDI; is that right?</p> <p>24 A. We only object to HDI, yes.</p> <p>25 188 Q. So Men's Fire doesn't speak for</p>	
	<p>1 the Oneida's Men's Council; is that right?</p> <p>2 A. No, we don't.</p> <p>3 MR. CARRUTHERS: Can we take another --</p> <p>4 honestly, two minutes would probably be good, and I</p> <p>5 think we should be very close to wrapping up.</p> <p>6 THE WITNESS: Oh, my gosh. Okay.</p> <p>7 MR. CARRUTHERS: Thank you.</p> <p>8 -- RECESS TAKEN AT 3:11 P.M. --</p> <p>9 -- UPON RESUMING AT 3:13 P.M. --</p> <p>10 BY MR. CARRUTHERS:</p> <p>11 189 Q. Thank you, Mr. Davey.</p> <p>12 We've talked at several points today</p> <p>13 about the Great Law of Peace; is that right?</p> <p>14 A. That's correct.</p> <p>15 190 Q. And this is Haudenosaunee law?</p> <p>16 A. Onkwehonwe, Onkwehonwe Law.</p> <p>17 Kayanerehkowa is the Great Law.</p> <p>18 Haudenosaunee is the people of the</p> <p>19 longhouse. Everyone that is born Onkwehonwe is</p> <p>20 born into the Great Law; it doesn't change. Those</p> <p>21 wampums are carried by the Clan Mothers. And it's</p> <p>22 as little as I know of this, but I do know that the</p> <p>23 wampums are very powerful, and they are the supreme</p> <p>24 law of the land, and we have to follow them. If</p> <p>25 we're not following them, this here is all bogus.</p>	

54	<p>1 191 Q. Understood. So the Great Law is 2 Onkwehonwe law; is that right? 3 A. That's right. 4 192 Q. Not Canadian law? 5 A. Not Canadian law, no. It is 6 Haudenosaunee Iroquois Confederacy Treaty Indian 7 Law. 8 193 Q. And it shouldn't be interpreted by 9 the Canadian courts? 10 A. No, it cannot. 11 R/F MR. KAUFMAN: Don't answer that 12 question. That's a legal question. 13 THE WITNESS: Okay. 14 MR. CARRUTHERS: Subject to any 15 undertakings, under advisements or refusals, those 16 are our questions. Thank you, Mr. Davey. 17 THE WITNESS: All right. Is that it? 18 If that's it, have a nice day. 19 MR. TORTELL: Well, sadly, that's not 20 quite it. 21 THE WITNESS: Oh, man. 22 MR. TORTELL: Mr. Kaufman, I'm happy to -- 23 if your client needs a break, I'm happy to break 24 again. I'm happy to proceed. I am alert in the 25 fact that we've been here for a little while now.</p>	56	<p>1 am going to be focused largely on your January 6, 2 2023 affidavit that you have been discussing with 3 Mr. Carruthers. 4 A. January, '23, okay. 5 197 Q. I believe that's the affidavit 6 that you were just focused on for the better part 7 of your examination. 8 A. Yes, yes, okay. 9 198 Q. And I'm going to have a question 10 or two with respect to the Amended Notice of Motion 11 which your counsel prepared. That is dated, I 12 believe, February 6, 2023. 13 A. February 6, 2023. Okay. Go 14 ahead. 15 199 Q. As Mr. Carruthers said earlier, of 16 course, you know, if you need me to turn anything 17 up, I think I'm better at law than I am at 18 technology, but in any event I'm happy to attempt 19 to share my screen, et cetera, to facilitate this 20 process. If you want me to turn anything up, 21 please do so. And if I'm speaking too quickly or 22 you don't understand a question, by all means, just 23 ask, and I'm happy to restate. All right? 24 A. Yup, go for it. 25 200 Q. All right. Let's just start with</p>
55	<p>1 Mr. Davey is clearly very eager to have this day 2 over and done with, so I am happy to try to 3 facilitate it, if I can. But I'm in your hands. 4 If you want me to start now, I will do so. If you 5 want me to -- 6 THE WITNESS: Go for it. Go for it. 7 MR. KAUFMAN: How long do you think 8 you'll be, David? 9 MR. TORTELL: You know, I mean, not a 10 lot of time; maybe, 10, 15, 20 minutes. Could be 11 shorter. 12 MR. KAUFMAN: Let's just go ahead, 13 sure. 14 THE WITNESS: Do it. 15 CROSS-EXAMINATION BY MR. TORTELL: 16 194 Q. Thank you for your encouragement, 17 Mr. Davey. My name is David Tortell, and I am 18 Counsel for the Attorney General of Ontario, and I 19 just have a few questions for you here, sir. 20 A. Go ahead. 21 195 Q. If that is okay, if you'll indulge 22 me. 23 A. Yup, yup. 24 196 Q. All right. I just want to start 25 off with -- and I may be reading this wrong, so I</p>	57	<p>1 what I think perhaps is just a little bit of 2 housekeeping. 3 I want to go to your affidavit, at 4 paragraph 28. 5 A. 28, okay, yup, yup. 6 201 Q. "I also on the same day..."; do 7 you see that? 8 A. Yes. 9 202 Q. All right. Now, you let me know 10 if I'm just -- I've missed something or if this is 11 a typo or an omission. It says: 12 "I also on the same day 13 contacted the MNCC office, and spoke 14 with x [...]" 15 A. "X" is the secretary that answers 16 the phone. MNCC is the Mohawk Nation Chiefs 17 Council, and -- 18 203 Q. Yes. I see that the acronym has 19 been defined. Does "X" have a name, for the 20 purpose of the record? It's not a huge point; I 21 just thought I would clarify. 22 A. Yeah, no. Whoever happens to be 23 available. It's a nonprofit organization. If 24 you're able to work today, go answer the phone for 25 a bit. That's what I came back with.</p>

58	<p>1 204 Q. All right. Thank you. So you 2 don't know the name of the person in question? 3 A. No, no. She was reluctant to give 4 it, first of all. Second of all, she was adamant 5 about whether it was legitimate, so... 6 205 Q. Whether what was legitimate, 7 sorry? 8 A. The letter -- the letter from 9 MNCC, the support letter that HDI has put before 10 this Court as supporting their motion. They 11 haven't got support from these people. 12 206 Q. Okay. I just have a few questions 13 for you, sir, with respect to the Men's Fire 14 organization or entity or group. I don't want to 15 belabour the point, but given that you are here as 16 a representative of Men's Fire and that, as I 17 believe has been confirmed, there's very little, if 18 any, information in your affidavit with respect to 19 that organization, I just want to ask just a few 20 more questions. So, first of all -- 21 A. Okay. Can I clarify first? 22 207 Q. May I make a suggestion? I'm 23 going to attempt to assist you in clarifying by 24 asking you a series of short questions, which will 25 hopefully help. And then, to the extent that you</p>	60	<p>1 my responsibility, to respond and talk to the 2 people that can't have a voice. These people don't 3 have a voice; they have incorporated and they've 4 taken themselves outside the Yokwenhasta. And that 5 does not give them a voice; that actually is a 6 violation of our wampums. 7 212 Q. Okay. So you talk about 8 incorporation. Men's Fire is not incorporated, 9 right? 10 A. No. 11 213 Q. It's an unincorporated 12 association, I believe? 13 A. Yes. 14 214 Q. You said that your role as 15 secretary, I believe -- and I'm just quoting you; I 16 don't want to put words in your mouth. Let me know 17 if I have this right. 18 You said that you speak to the men, and 19 I'm wondering which men you are referring to. Are 20 they part of a particular clan or nation? Because 21 you had said earlier -- you seemed to cast the law 22 -- the net, quite broadly, geographically speaking. 23 So I just would like some clarity on that point, 24 please. 25 A. The men would come from Kahnawake,</p>
59	<p>1 would like to add information, please, by all 2 means, I would welcome such additions. All righty? 3 A. Yes, I am secretary. 4 208 Q. You're the secretary. And what 5 does the secretary do? Can you just give me a 6 sense of the role that you play as secretary of 7 Men's Fire? 8 A. It is to present the men with any 9 issues that are out there to be discussed, and this 10 motion came across our table and we discussed it in 11 length. This is not a right; it is a 12 responsibility. I do not take that role as a 13 right. I have no rights, except that I am 14 Haudenosaunee Iroquois Confederacy Treaty Indian 15 and Onkwehonwe; and this is a wrongdoing. Under 16 the Kayanerehkowa, which is the -- under one of the 17 wampums, it is my responsibility to object. 18 209 Q. Is that wampum -- I'm sort of 19 doing this half by memory, but is it wampum 94, by 20 any chance, or around about 94? 21 A. It is 93. 22 210 Q. 93. 23 A. 93. And 94, 95, 96 and 97, 98. 24 211 Q. Right. 25 A. They all intertwine. And that is</p>	61	<p>1 too. 2 215 Q. Okay. 3 A. They would come from Akwesasne, 4 too. The men would come from Tyendinaga, too. The 5 men would come from Six Nations, and usually 6 there's eight or nine, and then they would come 7 from Oneida. And I would pass along the 8 information that's at hand, and they would decide 9 how to proceed. And the procedure came with 10 sending a letter of objection. 11 You see, the Men's Fire are not 12 incorporated, and they are not people of Canada. 13 And we do not, essentially, need a lawyer. But, 14 anyway, this is for your -- the simplicity of 15 everybody involved. We have Mr. Kaufman handling 16 our affairs with this. And it is Haudenosaunee law 17 that we are presenting to you. 18 And that's why a letter from Daryl 19 Chrisjohn came in. That's why a letter from Six 20 Nations came in. And we continue to echo the same 21 transparency; there is none. There is none. We 22 don't have any transparency with this group, HDI, 23 because they are incorporated and they are outside 24 the circle wampum. They do not have a voice. 25 Have I done a good -- I don't know, do</p>

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1 you understand that?

2 216 Q. I do indeed. Thank you, sir.

3 Just a few more questions on this point.

4 I believe I heard you say earlier, in

5 response to a question from Mr. Carruthers, that

6 essentially Men's Fire represents all reserves and

7 men from, I believe again this is your phrase,

8 across Turtle Island, which is otherwise known, I

9 think, as North America; is that a fair statement?

10 A. Yes, on a -- yes, that's a fair

11 statement.

12 217 Q. Now, in the Notice, the Amended

13 Notice of Motion, if I could -- and I'm happy to

14 try to turn it up, but I'm interested in paragraph

15 5 of that Amended Notice of Motion.

16 A. You don't want my affidavit up

17 there anymore, then, I guess, eh? Let me see.

18 218 Q. I'm happy to try to share my

19 screen.

20 A. Where the heck did that go?

21 219 Q. Let's try that. Can you see this?

22 A. You've got to make it bigger,

23 though.

24 220 Q. Let me try to do that. Can you

25 see that?

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1 A. It's pretty hazed out.

2 221 Q. I'm happy to read it to you, sir.

3 A. Yeah, go ahead.

4 222 Q. Okay. And your counsel will let

5 me know if I've made a mistake. Also, a little

6 more complicated because there seem to be two

7 paragraphs 5's in this Notice of Motion. I'm

8 focused on the first one. So -- and I'll just read

9 you the first part. It essentially says, "The

10 Men's Fire seeks representation status in order

11 that they may act in the best interests of the

12 plaintiffs as a lawful representative under" -- I'm

13 not going to attempt to pronounce that. I believe

14 it's, "the Great Law"?

15 A. Great Law, yeah.

16 223 Q. That's right.

17 A. Okay.

18 224 Q. So you're seeking representation

19 status?

20 A. The Men's Fire are not seeking

21 representation status. We are a friend of the

22 Court. We are --

23 225 Q. Again, though, sir -- sorry, I

24 didn't mean to interrupt you, sir. Please

25 continue.

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1 MR. KAUFMAN: Sorry, let me break in.

2 We amended our Notice of Motion to narrow our

3 representation. It may be that whoever did it for

4 me didn't see that paragraph, so I will get you a

5 response whether that's still an accurate paragraph

6 as to our position.

7 MR. TORTELL: Well, respectfully,

8 Mr. Kaufman, I understood you are counsel on this

9 motion, and it's your Amended Notice of Motion.

10 So, to the extent that it says that "Men's Fire is

11 seeking representation status," I'm not quite sure

12 what that means, but it strikes me that that is a

13 significant detail. So I'm, you know, just seeking

14 clarity on that point. If you need some time to

15 take that away, I suppose that's fine, but I would

16 respectfully request an answer on that point,

17 please.

18 MR. KAUFMAN: I clarified it to all

19 counsel and Justice Akbarali in a case

20 conference --

21 MR. TORTELL: I see.

22 MR. KAUFMAN: -- as to what our

23 position is, and I'm not sure if you were there but

24 I will check, because we may have to amend this to

25 be consistent with the position I advised the

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1 Court.

2 MR. TORTELL: Yes, please, sir, if you

3 wouldn't mind, Mr. Kaufman, because obviously that

4 is a salient part of the document. So, to the

5 extent that you can provide clarity, you're either

6 -- if you're not seeking representation status,

7 that's fine, but if you are, to the extent that any

8 such status is being sought, we would certainly

9 like to know who, in fact, it is you are

10 representing. And the question that I was going to

11 ask to Mr. Davey is: Are you, in fact,

12 representing all of the individuals that he just

13 said are represented through the Men's Fire, which,

14 as I understand, spans Turtle Island; is that

15 clear?

16 U/T MR. KAUFMAN: Yes, we'll undertake to

17 clarify our position.

18 MR. TORTELL: Thank you very much.

19 BY MR. TORTELL:

20 226 Q. Mr. Davey, a quick moment because

21 I know you're eager to move on to my friends at

22 Canada, so let me just take a quick second to see

23 if I've got anything else.

24 A. Okay. Go ahead.

25 227 Q. Just, again, to seek some clarity

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1 on this point, I believe you've answered it
 2 already. You note in your affidavit, at
 3 paragraph 24, that you have --
 4 A. You've got to go after that.
 5 228 Q. Please, I'll -- fair enough. You
 6 say that you reviewed section "E" of Paul
 7 Delaronde's affidavit dated January 6, 2023?
 8 A. I'm using Paul Delaronde's
 9 affidavit?
 10 229 Q. Not that you are using; that
 11 you're aware of.
 12 A. I am aware of it, yes, yes.
 13 230 Q. Okay. And you indicate at
 14 paragraph 24 that you have reviewed section "E" of
 15 that affidavit?
 16 A. Let me make sure here.
 17 231 Q. Sure.
 18 A. Paragraph 24.
 19 232 Q. If I can refresh your memory,
 20 section "E" of Mr. Delaronde's affidavit simply
 21 describes the traditional Haudenosaunee governance
 22 structure.
 23 A. Oh, yes, it does. It does. And
 24 what number was it? 24?
 25 233 Q. Your paragraph 24, correct,

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1 referencing section "E" of Mr. Delaronde's
 2 affidavit.
 3 A. That don't sound right. The final
 4 article under the rights of the people is the key
 5 -- is that the right one?
 6 234 Q. I'm looking, sir, at paragraph 24
 7 of your affidavit.
 8 A. Oh, my affidavit, geez.
 9 235 Q. I apologize if I was unclear.
 10 Sorry, it is difficult doing this stuff online.
 11 Yes, paragraph 24 of your affidavit.
 12 A. Okay. 24. What did I say? I
 13 said:
 14 "I reviewed the decision-making
 15 process in section "E" of the
 16 affidavit of Paul Delaronde and I
 17 can confirm the following as the
 18 secretary for the Hodiskeagehda, the
 19 Men's Fire."
 20 236 Q. So, I just want to confirm at this
 21 point -- I believe you already have -- section "E"
 22 concerns, you know, sort of the Haudenosaunee
 23 traditional governance structure?
 24 A. Structure.
 25 237 Q. You can go back to it, if you'd

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1 like, sir, if you'd like to go to Paul Delaronde's
 2 affidavit and take a look at section "E," but that
 3 is the only point I'm seeking to make here, because
 4 I have one follow-up question for you on that
 5 point, and I think I'm done.
 6 MR. KAUFMAN: Is it faster if you put
 7 section "E" on the shared screen?
 8 MR. TORTELL: I'm happy to do that.
 9 It's a little lengthy.
 10 BY MR. TORTELL:
 11 238 Q. I can advise, Mr. Davey, it starts
 12 at paragraph 12 of Mr. Delaronde's affidavit and
 13 continues to paragraph 28. Here's what I'm going
 14 to do, sir. Let me just ask you the question
 15 because --
 16 A. Go ahead.
 17 239 Q. -- I think it's reasonable to move
 18 forward, and to the extent you need any
 19 clarification or need to look at anything, we will
 20 absolutely facilitate that request.
 21 A. Go ahead.
 22 240 Q. So, Mr. Delaronde, at section "E"
 23 of his affidavit, describes the traditional
 24 Haudenosaunee governance structure, (A). You've
 25 indicated that you've reviewed that section.

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1 My question, then, sir, is as follows:
 2 I'm just wondering what, if any, role the Men's
 3 Fire plays in that Haudenosaunee traditional
 4 governance structure as described by Mr. Delaronde,
 5 to the extent that you are able to answer the
 6 question?
 7 A. We have to --
 8 U/T MR. KAUFMAN: Why don't we -- sorry,
 9 Wilfred. We'll review Exhibit E with Mr. Davey and
 10 we'll undertake to provide you an answer to that
 11 specific question.
 12 MR. TORTELL: Sure, that's fine. I'm
 13 just flagging, Mr. Kaufman, it's not Exhibit E,
 14 it's section "E." So it's the section within the
 15 affidavit as opposed to the exhibit.
 16 MR. KAUFMAN: Oh, not the exhibit;
 17 section "E"?
 18 MR. TORTELL: Correct.
 19 U/T MR. KAUFMAN: Okay. We'll review that
 20 and provide you with our answer to the men's role.
 21 MR. TORTELL: Okay. Great. I think,
 22 sort of subject to those undertakings, those are my
 23 questions, Mr. Davey. Thank you so much for your
 24 time this afternoon.
 25 THE WITNESS: Okay. All right. Thank

<p>1 you.</p> <p>2 MS. KANKO: Actually, Mr. Davey,</p> <p>3 unfortunately, we do have a few more questions for</p> <p>4 you.</p> <p>5 THE WITNESS: Oh, man.</p> <p>6 MS. KANKO: I'm sorry. If you'd like</p> <p>7 to take a break between now and when I start my</p> <p>8 questions, I'm happy to do that. Otherwise, we can</p> <p>9 just get going on this and can get it done quickly.</p> <p>10 THE WITNESS: No, no. Bring it on.</p> <p>11 MS. KANKO: All right.</p> <p>12 CROSS-EXAMINATION BY MS. KANKO:</p> <p>13 241 Q. Good afternoon. My name is Sarah</p> <p>14 Kanko, and I'm a lawyer for the Attorney General of</p> <p>15 Canada, and I would just ask you a few more</p> <p>16 questions to follow up with some of the things that</p> <p>17 my friends have already asked.</p> <p>18 A. Okay.</p> <p>19 242 Q. But, first, I would like to ask, I</p> <p>20 saw earlier that you were wearing a traditional</p> <p>21 headdress. Would you be able to explain its</p> <p>22 meaning and significance?</p> <p>23 A. This -- you wear a uniform, a</p> <p>24 suit, and this is a Kastowah. This is my ribbon</p> <p>25 shirt, and this signifies who I am when I am asked</p>	<p>70</p> <p>1 245 Q. And I do have a few further</p> <p>2 clarifying questions about the Men's Fire</p> <p>3 specifically. Earlier, you had described Men's</p> <p>4 Fire as including men from different territories.</p> <p>5 So, I believe you listed Akwesasne, Kahnawake,</p> <p>6 Tyendinaga, Oneida; I think Sarnia you mentioned as</p> <p>7 well?</p> <p>8 A. Yes.</p> <p>9 246 Q. You mentioned, for example, the</p> <p>10 Men's Council of the Oneida of the Thames. And</p> <p>11 what I would like to understand is whether there is</p> <p>12 a Men's Fire or a Men's Council or similar</p> <p>13 organization in each of these territories.</p> <p>14 A. There's a Men's Fire burning</p> <p>15 consistently in each territory when there's a</p> <p>16 matter to be discussed collectively. And they will</p> <p>17 consult their Clan Mothers in that territory, and</p> <p>18 then we'll come to this territory and we will</p> <p>19 exchange the best course of action.</p> <p>20 247 Q. Okay.</p> <p>21 A. What?</p> <p>22 248 Q. So there's one at each of the</p> <p>23 territories, and then you collectively come</p> <p>24 together --</p> <p>25 A. Yes.</p>
<p>71</p> <p>1 what I am. So that's where it comes from. And it</p> <p>2 is basically my uniform. So it's traditional,</p> <p>3 traditional, so we don't remove it when we go to</p> <p>4 court. We don't stand up for the judges when they</p> <p>5 come in. And it's called a ribbon shirt, by the</p> <p>6 way, the ribbon shirt. And it signifies who we</p> <p>7 are, Onkwehonwe, the original beings. That's my</p> <p>8 answer.</p> <p>9 243 Q. Thank you. Is it related to you</p> <p>10 as an individual, or is it related to your role as</p> <p>11 secretary of the Men's Fire?</p> <p>12 A. No. Every Men's Fire has this</p> <p>13 attire, and it is only at special occasions such as</p> <p>14 this that we put it on. And that's how we are</p> <p>15 identified with the courts, with the people.</p> <p>16 People see us with our Kastowahs and our ribbon</p> <p>17 shirts, and they know that we represent the</p> <p>18 Haudenosaunee Iroquois Confederacy Treaty Indians.</p> <p>19 So there you go; I can't answer it any better than</p> <p>20 that.</p> <p>21 244 Q. That's great, thank you. I will</p> <p>22 note that your camera is pointed down a little bit.</p> <p>23 I won't be sharing anything on the screen, so if</p> <p>24 you'd like to -- thank you.</p> <p>25 A. Okay.</p>	<p>72</p> <p>1 249 Q. -- to discuss?</p> <p>2 A. Yes.</p> <p>3 250 Q. And does every nation also have</p> <p>4 its own Men's Fire? For example, does the Oneida</p> <p>5 have a specific Oneida Men's Fire that covers all</p> <p>6 Oneida? Or are they just connected to the various</p> <p>7 locations -- territories?</p> <p>8 A. They have their own Men's Fire.</p> <p>9 And they are -- we're all connected. We're all</p> <p>10 connected. This is a huge family. Under the Great</p> <p>11 Law, Haudenosaunee, Iroquois Confederacy, Treaty</p> <p>12 Indians are connected. It doesn't matter whether</p> <p>13 you're from B.C.; we still have the same fires, we</p> <p>14 still have the same ceremonies, we still have the</p> <p>15 same issues, the same concerns. And when it's time</p> <p>16 to come together, that's how we come together. The</p> <p>17 women instruct us to have a fire burning while</p> <p>18 there's an issue on the table. But HDI is not</p> <p>19 following that unanimous -- or confirmation of</p> <p>20 unanimous, and this is -- this is where Deganawida,</p> <p>21 you call him Jesus Christ, Deganawida is the</p> <p>22 peacemaker. He is Jesus Christ. He gave us the</p> <p>23 wampums. And he told us how to conduct our</p> <p>24 business according to the wampums. I can't say it</p> <p>25 any plainer than that, no.</p>
	<p>73</p>

74	<p>1 251 Q. Thank you.</p> <p>2 A. Yeah.</p> <p>3 252 Q. You mentioned the women. With</p> <p>4 respect to women, do they have a similar council</p> <p>5 fire like the men's fires across each of the</p> <p>6 nations?</p> <p>7 A. Yes. If there's an issue on the</p> <p>8 table, they will have a fire burning until it's</p> <p>9 resolved, and just the women. And whatever they</p> <p>10 come up with, they will come back to us and</p> <p>11 instruct us on how to handle it, which way to go.</p> <p>12 So, this is not brand new with HDI.</p> <p>13 This has been going on for quite some time, and it</p> <p>14 has very -- I don't know the proper word, term, for</p> <p>15 it, but we need to remove these individuals from</p> <p>16 our territory because they do not serve our people</p> <p>17 in the proper sense. So, I hope that answers it.</p> <p>18 253 Q. And with respect to the</p> <p>19 decision-making that happens at the Six Nations of</p> <p>20 the Grand River Territory, so within the Men's Fire</p> <p>21 of Six Nations, the Grand River Territory, how does</p> <p>22 that decision-making process work? You mentioned</p> <p>23 consensus before. Could you explain a bit about</p> <p>24 how you come to a decision within the Men's Fire?</p> <p>25 A. It is brought to the table, and it</p>	76
75	<p>1 will be deliberated, both sides of the fire, with</p> <p>2 the Mohawks and the Senecas. And then it will be</p> <p>3 passed over the fire to the Oneidas and the</p> <p>4 Cayugas. And once that happens, we then proceed to</p> <p>5 tell the rest of the community what we have come up</p> <p>6 with. And that's the process. That is the</p> <p>7 process. You can't delineate -- you can't deviate</p> <p>8 from that. I'm losing my voice because I've been</p> <p>9 talking for two hours here.</p> <p>10 254 Q. Would you like to take a brief</p> <p>11 break? I do have a few more questions.</p> <p>12 A. No. I've been drinking water.</p> <p>13 Let's keep going.</p> <p>14 255 Q. Okay. So, just to clarify a few</p> <p>15 details of the decision-making process, you talk</p> <p>16 about passing it over the fire. What role do the</p> <p>17 Men's Fire play in that? So, is the Men's Fire a</p> <p>18 representative of all of the men of all of the</p> <p>19 nations at the Grand River? Or are there</p> <p>20 particular nations represented? How does the Men's</p> <p>21 Fire play into that process?</p> <p>22 A. The Men's Fire on the Cayugas</p> <p>23 would sit in council with the Oneidas, with the men</p> <p>24 from the Oneidas, and from the Mohawks; they would</p> <p>25 be at the same counsel. And it would be the</p>	77
76	<p>1 responsibility of the Senecas, once the decision</p> <p>2 has been passed back and forth and deliberated on,</p> <p>3 to the Onondagas, who will announce to the rest of</p> <p>4 the people, "This is what we're going to do."</p> <p>5 And with HDI, none of that has</p> <p>6 happened. We have missed numerous steps here. And</p> <p>7 it's in the Kayanerehkowa, in our wampums. And I</p> <p>8 believe it's in our material that we sent in my</p> <p>9 affidavit, so it's there. You just have to read</p> <p>10 it, okay.</p> <p>11 256 Q. And I just want to make sure that</p> <p>12 I understand this straight in my mind because I</p> <p>13 think I might be a little bit confused.</p> <p>14 So, you described passing back between</p> <p>15 the Senecas and Mohawks, for example, and then</p> <p>16 taking it to the people.</p> <p>17 Now, is this -- this is a process that</p> <p>18 happens in the community as a whole? Because it</p> <p>19 sounds very similar to -- sorry, you're shaking</p> <p>20 your head.</p> <p>21 A. No, no, no.</p> <p>22 257 Q. No?</p> <p>23 A. It's a process that happens in the</p> <p>24 Onondaga longhouse, and there are nine Mohawks.</p> <p>25 And the first three listen; the next two</p>	78
77	<p>1 deliberate; then they pass -- they come up with</p> <p>2 something, whatever it be, pass it to the Senecas</p> <p>3 because that's the elder brothers on that bench.</p> <p>4 If they agree, they pass it across the</p> <p>5 fire to the Cayugas and Oneidas. They talk about</p> <p>6 it. If it is in consensus with those four nations,</p> <p>7 it will then be gone to the fire keeper, Onondaga's</p> <p>8 Adodarhoh. He will announce to the rest of the</p> <p>9 community what has been transpired.</p> <p>10 So it's something we cannot stop. We</p> <p>11 have to -- we have to adhere to; otherwise we're</p> <p>12 outside the Great Law, the Haudenosaunee law.</p> <p>13 So, that's the best way I can explain it.</p> <p>14 258 Q. Thank you.</p> <p>15 A. So, yup.</p> <p>16 259 Q. Perhaps if I can take a few</p> <p>17 minutes just to collect the rest of my notes, I can</p> <p>18 condense my questions. That way we can proceed</p> <p>19 most efficiently, and then we can hopefully be done</p> <p>20 soon. Would that be all right?</p> <p>21 A. Yes, that's fine.</p> <p>22 -- RECESS TAKEN AT 3:45 P.M. --</p> <p>23 -- UPON RESUMING AT 3:50 P.M. --</p> <p>24 BY MS. KANKO:</p> <p>25 260 Q. Thank you, Mr. Davey. I do only</p>	79

<p style="text-align: right;">78</p> <p>1 have a few questions left, so we should be done 2 within the next few minutes. 3 A. I'm going to hold you to it. 4 261 Q. Okay. So, I just want to finish 5 by asking about the relationship between Men's Fire 6 of the Grand River with various other groups. So, 7 specifically, with respect to the Men's Fire of the 8 Six Nations of the Grand River, could you describe 9 the relationship, if any, there is between the 10 Men's Fire and the Band Council at Grand River? 11 A. Okay. First of all, we're not a 12 group. We are Haudenosaunee Iroquois Confederacy 13 Treaty Indians, and as such, there is the Chiefs' 14 Fire, the Women's Fire, and then the Men's Fire. 15 We are not a group. You can't just roll out of bed 16 and say, "I'm going over to join the Men's Fire." 17 No. You are already a Man's Fire before you are 18 born, with specific roles and responsibilities from 19 the Kayanerehkowa which you have inherited, and 20 that's who we are, okay? 21 Our relationship with Band Council is a 22 very good one. We continue to foster issues, 23 concerns; we're always called upon. During the 24 pandemic, we had to close the roads; they called 25 the Men's Fire. We had to take children to school;</p>	<p style="text-align: right;">80</p> <p>1 So that's the Men's Fire -- the Chiefs' Fire, sorry. 2 And the women are very, very adamant 3 about ending animosity between the Men's Fire, Chiefs 4 and Band Council. So, we're here; we're all here. 5 I think we have a good relationship, a 6 very good one. 7 263 Q. Thank you. And to clarify -- oh, 8 sorry for interrupting. 9 A. Go ahead. Go ahead. I got 10 nothing else. 11 264 Q. When you describe it as a Chiefs' 12 Fire, is that the same thing as the Haudenosaunee 13 Confederacy Chiefs Council or the HCCC? 14 A. Yes, that's the HCCC Fire. And 15 then the women have their own fire, which are equal 16 to the men, and the Men's Fire have their own fire 17 so... And the women are equal to the Men's Fire. 18 So, yes. 19 MS. KANKO: Okay. Those are all my 20 questions, Mr. Davey. So thank you very much for 21 your time. 22 23 -- Adjourned at 3:11 p.m. 24 25</p>
<p style="text-align: right;">79</p> <p>1 they called the Men's Fire. We continue to foster 2 that relationship on this reserve -- on this 3 particular reserve. And if any of the other 4 reserves, such as Oneida, such as Tyendinaga, 5 Akwesasne and Kahnawake, if they need our help, we 6 are obligated to go. Not, "I'll see you tomorrow, 7 I've got stuff to do." No. It doesn't happen that 8 way. It is your responsibility, and that is the 9 role that we play with council. 10 So they have a responsibility to the 11 people, and if they are reprimanded or fail in any 12 way, we will tell them. We will tell them. But, 13 so far, we've had a very good rapport with our Band 14 Council. Oneida has a rapport with their Band 15 Council, and the same with Tyendinaga and Akwesasne 16 and Kahnawake. So we're all in it, we're all here. 17 So that's my answer. 18 262 Q. Thank you. And can you describe 19 the relationship, if any, between the Men's Fire 20 and the -- what you've described as the Chiefs' 21 Council Fire? 22 A. I can't answer that for the 23 chiefs, but I don't believe so. They have an 24 agenda, and in that agenda it is totally the chiefs 25 that have to mend any fences that get knocked down.</p>	<p style="text-align: right;">81</p> <p>1 REPORTER'S CERTIFICATE 2 3 I, JUDITH M. CAPUTO, RPR, CSR, CRR, 4 Certified Shorthand Reporter, certify; 5 That the foregoing proceedings were 6 taken before me at the time and place therein set 7 forth, at which time the witness was put under oath 8 by me; 9 That the testimony of the witness 10 and all objections made at the time of the 11 examination were recorded stenographically by me 12 and were thereafter transcribed at my direction; 13 That the foregoing is a true and 14 correct transcript of my shorthand notes so taken. 15 16 ch, 2023. 17 18  19 20 NEESONS, A VERITEXT COMPANY 21 PER: JUDITH M. CAPUTO, RPR, CSR, CRR 22 23 24 25</p>

TAB 1

Copy for Mr. Shiller

COURT FILE NO. 16-58391

WILFRED DAVEY AND BILL MOUNTURE

- AND -

HAZEL HILL, BRIAN DOLITTLE, AARON DETLER,
HAUDENOSAUNEE DEVELOPMENT INSTITUTE, 2438543 INC.,
OGWAWIHSTA INC., ELVERA GARLOW

Cross-Examination of

JANACE HENRY

2ND DECEMBER 2016

NIMIGAN MIHAILOVICH REPORTING INC.
HAMILTON, ONTARIO - 905.522.1653 - nmreporting.com

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EXHIBIT

A

Court File No. 16-58391

ONTARIO SUPERIOR COURT OF JUSTICE

Between:

WILFRED DAVEY AND BILL MOUNTURE

Plaintiffs

- and -

HAZEL HILL, BRIAN DOLITTLE, AARON DETLER,
HAUDENOSAUNEE DEVELOPMENT INSTITUTE, 2438543 INC.,
OGWAWIHSTA INC., ELVERA GARLOW

Defendants

The cross-examination of JANACE HENRY on affidavit of
October 28, 2016 taken upon oath this 2nd day of December
2016 at the offices of Nimigan Mihailovich Reporting,
Hamilton, Ontario, Canada.

APPEARANCES:

Counsel for Plaintiff: JAMES A. BROWN
Burns Associates

Counsel for Defendants,
A. Detlor, HDI, 2438543 Inc.,
Ogwawihsta Inc., & E.Garlow: DAVID SHILLER
Shillers LLP

Also Present: Aaron Detlor
Bill Mounture

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Examination of JANACE HENRY4 - 67

GUIDE TO UNDERTAKINGS

This should be regarded as merely a guide and does not necessarily constitute a full and complete list.

Exhibits are found on the following pages:

N/A

Undertakings are found on the following pages:

N/A

Under advisements are found on the following pages:

27, 58

Refusals are found on the following pages:

N/A

--- UPON COMMENCING AT 1:30 p.m.

JANACE HENRY,

Having been duly affirmed,

was examined and testified as follows:

1 Q. You are Janace Henry?

A. Yes, I am.

2 Q. And you swore and affidavit in these proceedings on October 28, 2016?

A. Yes, I did.

3 Q. And when you signed the affidavit, you understood that you were making a representation that all of the statements in the affidavit were true?

A. Yes.

4 Q. And you were careful in reading the affidavit before signing it?

A. I did, yes.

5 Q. And you were careful to make sure that it was accurate?

A. Yes.

6 Q. You are a clan mother?

A. I am, yes.

7 Q. Of what clan?

A. Bald Deer, Cayuga.

8 Q. And you know about the Great Law of Peace?

A. I know some of it. I don't know a lot of

it.

9 Q. Fair enough. You wouldn't consider yourself an expert in the Great Law --

A. No, I --

10 Q. -- of Peace.

A. -- wouldn't.

11 Q. Sorry. Same thing - we just have to give each other time for me to ask the question and for you to answer. I'm going to try very hard not to interrupt you, and I hope you will do the same.

A. Okay.

12 Q. It's hard. It's a little -- it's artificial to -- you know where I'm going and you want to answer. I do it all the time, too. So don't take it as a criticism.

A. My name's not Bill.

13 Q. So you don't consider yourself necessarily an expert in the Great Law of Peace?

A. Nobody is an expert.

14 Q. And in a paragraph of your affidavit - you heard this morning, you were sitting in an Mr. Mounture's examination - we talked about paragraph 30 where you say that,

"...the Great Law states that we are to stay in each others' boat and only work side-by-side taking care

of our own issues and then, (the white man taking care of theirs.)

Do you see that?

A. Yes, I do.

15 Q. Am I right that that's the Two Row Wampum?

A. That's correct.

16 Q. Okay. Thanks. And this morning when I was talking about a canoe on one hand and a ship on the other going down the river together, do you accept that sort of explanation of the Two Row Wampum?

A. Similar, yes.

17 Q. And you agree that the idea is that the people in the canoe are not supposed to get into the ship or -- and --

A. Vice versa.

18 Q. -- the people -- and vice versa?

A. Correct.

19 Q. You agree with that?

A. Yeah.

20 Q. And you agree that the Ontario and Canadian Court System is part of the ship? In other words, it's part of the white man's world?

A. Yes.

21 Q. And do you agree that the Haudenosaunee should -- that under the Two Row Wampum, the

Haudenosaunee should not use the Ontario courts?

A. That's correct. And how you say that word, it's Haudenosaunee.

22 Q. Okay. I'm sorry. It took me a long time to get my mispronunciation.

A. Yeah, okay.

23 Q. So say it again, please.

A. Haudenosaunee.

24 Q. I will try my best.

A. Okay.

25 Q. So you agree that the Haudenosaunee should not use the courts of Ontario in Canada?

A. That's correct.

26 Q. But yet here you are.

A. Yes.

27 Q. You're not bringing the proceeding but you're getting an affidavit in the --

A. That's correct.

28 Q. And do you agree with me that doing that is getting out of the canoe and getting into the ship?

A. That's correct.

29 Q. So you're probably not all that happy about that.

A. No.

30 Q. And have you looked at Exhibit N to

Mr. Mounture's affidavit, that article about the Great Law of Peace?

A. No, I didn't.

31 Q. Let me just ask you some things about Haudenosaunee law. And you tell me if you agree or disagree. I'm just going to make some statements. You are free to agree or disagree. Do you agree that the Haudenosaunee Confederacy is made up of six nations?

A. The Tuscarora's aren't really a part of it. They haven't agreed to it yet.

32 Q. But either there's five or six nations.

A. There's five.

33 Q. And each nation is made up of a number of clans?

A. Correct.

34 Q. And the Haudenosaunee Confederacy is a matrilineal society?

A. Yes, it is. Matrilineal.

35 Q. Thanks. You're right. You are correcting my pronunciation. You're right. And membership in a clan is determined by the mother, the mother's line not the father's?

A. That's correct.

36 Q. And do you consider that the clan mothers at the council and the chiefs -- we are going to talk

about that in more detail. But am I right to call that a form of government?

A. Yes.

37 Q. And would you agree that it's a form of representative government?

A. Representative of Haudenosaunee people?

38 Q. Well, that the clan mothers and the council and the chiefs in whatever powers or roles that they play, they represent the interests of all the Haudenosaunee people?

A. Yes.

39 Q. And, in fact, in the article that's at Exhibit N to Mr. Mounture's affidavit, the article is all about how the Great Law of Peace influenced and inspired the American Constitution.

A. Yes.

40 Q. You know about that?

A. Yes.

41 Q. And the American system is a representative form of government. So you would agree that the Haudenosaunee form of government is a representative form of government?

A. For the United States?

42 Q. No. For the Haudenosaunee people.

A. Yes.

43 Q. And the representatives are -- the clan mothers play a role in representing the people?

A. She'll only represent a certain clan.

44 Q. But the clan mothers together representing their clans, represent all of the clans of the people?

A. Yes.

45 Q. And similarly each clan has a chief?

A. Yes.

46 Q. And they are supposed to be 50 chiefs?

A. Forty-nine.

47 Q. Forty-nine.

A. Yes. The extra chief has no clan mother.

48 Q. And why is that?

A. I'm not sure. It's always been like that.

49 Q. And the clan mothers appoint the chiefs for their clan? Is that right?

A. Not exactly. The clan mother gathers the women of the clan; it's usually the Elders, the eldest women. And they make a decision, and they take it to the clan mother. And if she's good with that, then that's who she will pick.

50 Q. So in consulting with the elder women in the clan --

A. Yes.

51 Q. -- the clan mother chooses who is going to

be a chief for that clan?

A. Yes.

52 Q. And that chief goes and becomes part of the council?

A. Yes.

53 Q. And you see that -- and I just want to see if it's going that way in your affidavit. Yes, you said in your affidavit, paragraph 1, the Haudenosaunee Confederacy Chief Council, and you refer to that as the "HCCC".

A. Yes.

54 Q. Right? So when I use the term "HCCC," and when you use the term "HCCC" in your affidavit, we are talking about the council of chiefs?

A. Yes.

55 Q. That's the 49 chiefs you were referring to earlier?

A. Yes.

56 Q. Who are appointed by the clan mothers?

A. Yes.

57 Q. And the clan mothers have a power to remove a chief from the council in some circumstances.

Do you agree with that?

A. A chief has to be warned three times.

58 Q. But if the chief is warned three times and

doesn't do what he is supposed to do, the clan mother can remove that chief from the council?

A. Yes. If the people -- if the people of his clan agree.

59 Q. And the clan mother would go out and --

A. Yes.

60 Q. -- find out whether the people of the clan

--

A. Yes.

61 Q. -- agree? But otherwise the chief holds the chief title for life?

A. Supposed to, yes, unless he's removed.

62 Q. Unless he's removed by this process --

A. Yes.

63 Q. -- you've talked --

A. Yes.

64 Q. -- about. And from what I've read in Exhibit N, and read myself, the HCCC make decisions by coming to a consensus?

A. Well, how they're supposed to -- how they're supposed to make decisions is the people are up here. The people are first, and then it's the clan mothers, and then you have the chiefs. The people take their voice to the clan mother; the clan mother takes her voice to her chief; they'll discuss it at council,

and it's supposed to come back to the clan mother who will take it back to the nation and discuss the issue. Then the people will decide if that's so. Then she will take it back to council and she will notify the chief.

65 Q. And can the chief -- so what if the chief -- well, what if the chief thinks one thing should be done but the clan mother, after consulting with the people, thinks another thing should be done?

A. Well, he's going against the peoples wishes.

66 Q. Well, no. So he has to follow -- so in that case, what I think -- am I right that what would happen in that situation that the clan mother could give a warning?

A. Well, it just depends on what it was.

67 Q. Yes. But could give a warning and after three warnings, the --

A. No.

68 Q. -- chief could be removed? No?

A. No. The clan mother can give a warning, rape, murder, and theft.

69 Q. I see. So on some other issues like, you know, whether, I don't know. I can't think of an issue. But like --

A. Like Detlor?

70 Q. Okay. An issue about HDI, let's say. If the people come back with a --

A. An issue?

71 Q. -- an issue and say that this is want to happen with HDI and the chief disagrees, what happens then?

A. He's in trouble.

72 Q. So what will happen?

A. It causes turmoil within the clan.

73 Q. I understand that. Now, what if -- how many people are in your clan?

A. I don't know. I never ever took a -- took a -- what do you call -- a consensus because -- because we're from Cayuga Lake, from here, we have members down in Oklahoma --

74 Q. Oh, okay.

A. -- Wisconsin. And then there's other members on other reserves.

75 Q. So for a decision like about HDI, for example --

A. Yeah.

76 Q. -- okay, let's say, the council has a view of what should happen on some issue with HDI on a particular contract or on a particular issue, and they go to the clan mothers and say here's what we want to

do. Would the clan mothers then go out to speak to the people and find out what their views were?

A. She can.

77 Q. Does she have to?

A. It would be advisable, yes.

78 Q. And let's say half the people think one thing and half the people think another thing.

A. Well, you just have to hope that they agree.

79 Q. But it must have happened in the history of your people that there were issues where people in the clan couldn't agree 100 percent.

A. Well, it's people that don't know what's going on that don't agree.

80 Q. So do you agree with me that an issue about how HDI is conducting itself is an issue that the people should have a say in?

A. Yes.

81 Q. And do you agree that under the Great Law, those people, any member of any clan can go to their clan mother and say, "Hey, I've got an issue with HDI. Here is what the issue is"? Do you agree with that - they --

A. Yes.

82 Q. -- can do that? And then that clan mother

can go to her chief and say, "Hey, I've got this issue that's been raised by members of my clan about how HDI is operating. Here is the issue"?

A. Yes.

83 Q. They can do that?

A. Yes.

84 Q. And then that chief at a council meeting can raise that issue with the other chiefs?

A. Yes.

85 Q. And the Elders will discuss that issue?

A. There's no Elders there. It's all chiefs.

86 Q. But aren't their brothers, so elder brothers. Like there's --

A. Yeah.

87 Q. So they --

A. But we're just talking about chiefs.

We're only referring to as where they sit in council.

88 Q. I thought there was a thing where --

A. Yeah. The --

89 Q. Some of the --

A. -- Mohawk --

90 Q. -- nation's --

A. -- and the --

91 Q. Yes.

A. -- Mohawk --

- 92 Q. Their Elders --
A. -- (indecipherable) --
- 93 Q. And the --
A. -- the elder brothers and the Onandagas
and the --
- 94 Q. Yes.
A. -- younger brothers.
- 95 Q. So the Elders discuss the issue first,
come to their consensus and then they throw it across
the fire to the junior brothers. The junior...
A. The younger brothers.
- 96 Q. Younger brother chiefs.
A. Yes.
- 97 Q. And then they decide, and then it goes to
another process and that's --
A. It goes --
- 98 Q. That's the process --
A. It goes back across the --
- 99 Q. It goes to the Elders.
A. Yes.
- 100 Q. So that's a process that could be done on
an issue raised by a member of a clan through the clan
mother to the chiefs. An issue could come before the
chiefs where the chiefs would discuss and try to reach a
consensus on what to do about an issue regarding HDI?

A. Yes.

101 Q. And has that been done?

A. It's supposed to be.

102 Q. Don't you think that Mr. Mounture should have gone to his clan mother?

A. He has no clan mother. How can he go to his clan mother when he has none?

103 Q. So when there's no clan mother, what are members of a clan supposed to do when they don't have a clan mother? There must be a mechanism to replace a clan mother. No?

A. There is. You have to get the people together.

104 Q. So shouldn't he do that? Shouldn't that be --

A. That's not --

105 Q. -- what he --

A. -- his decision. That's the women.

MR. MOUNTURE: That's the women.

BY MR. SHILLER:

106 Q. So why are the women not getting a clan mother, getting together?

A. Because you have internal fighting amongst

--

107 Q. I see.

A. -- people.

108 Q. Now, another member -- what about
Mr. Davey? What clan is he a member of?

A. I don't know what --

MR. MOUNTURE: Cayuga.

THE WITNESS: -- his clan -- I don't think
he does have one, does he?

MR. MOUNTURE: Well...

BY MR. SHILLER:

109 Q. Well, sorry. We can't do it like that.

A. I don't know.

110 Q. How about this: You are a clan mother?

A. Yes.

111 Q. You seem to have some issues with HDI.

A. Yes.

112 Q. Have you gone to your chief and asked the
chief to raise the issue?

A. Several times.

113 Q. And your chief says what?

A. He put it on the floor and talked about
it.

114 Q. And?

A. They do what they call "put it under the
pillow." They'll talk about it the following council.

115 Q. So it seems like you have an issue with

the way the HCCC operates.

A. Yes.

116 Q. And it seems that you're -- the way to --
is there not some way within Haudenosaunee law to deal
with issues that are put under the pillow?

A. They are supposed to bring them up at the
following council. But usually they never -- sometimes
they will touch on it, but lots of times they'll just
skip over it and go to other pressing issues that come
into council.

117 Q. And what if they keep doing that? Is
there not a way --

A. Well --

118 Q. Is there not a mechanism for getting them
to -- for the clan mothers to say to the chiefs, "Hey,
you've got to deal with this issue"?

A. Yes. But then they are stepped all over
when they try to say issues especially when it comes to
Mr. Detlor.

119 Q. Well, Mr. Detlor is not a chief.

A. He's running council.

120 Q. Well, "he's running council"?

A. Yes.

121 Q. So the 49 chiefs are submitting themselves
to Mr. Detlor's will?

A. I'm not sure.

122 Q. Okay.

A. I've talked to a couple chiefs, and they say, "We really don't know what's going on."

123 Q. Well, is there anything stopping them from raising that issue within council and finding out?

A. I don't know. They have to talk to their own clan mother. I can't...

124 Q. And you agree -- you heard this morning me talking about, like, the band council system established under the *Indian Act*?

A. Yes.

125 Q. And you don't recognize the band council established under the *Indian Act* as the government of your people?

A. No.

126 Q. You agree with me?

A. I agree that they are not part of our government even though they are Haudenosaunee people, they're still not --

127 Q. I understand. Do you know if -- you agree, I think we talked about the Two Row Wampum, and I think you agree that it's contrary to the Two Row Wampum for a Haudenosaunee person to bring a legal proceeding in a Canadian court?

- A. Yes. What do you mean by "it's contrary"?
- 128 Q. It's against it; you're not supposed --
- A. Yeah.
- 129 Q. -- to do that.
- A. It's against it. You're not supposed to do that.
- 130 Q. You are not supposed to do that. You're supposed to deal with your issues under the Haudenosaunee system of law.
- A. Yes.
- 131 Q. Do you know what the plaintiffs, Mr. Mounture and Mr. Davey, are asking the court for in this legal proceeding?
- A. To get to the bottom of this, what's going on.
- 132 Q. No. But do you know specifically what they are asking for?
- A. No, I don't.
- 133 Q. Do you know that your affidavit is being used to ask the court to freeze all of the assets of HDI?
- A. Yes, I do.
- 134 Q. You do. Okay. And you want the court to order HDI to release documents?
- A. Yes.

- 135 Q. And can you tell me what consensus was reached?
- A. By who?
- 136 Q. Well, by who? You tell me. To --
- A. Well --
- 137 Q. Just let me finish. Was the decision to start this action, this class action, made by consensus?
- A. On some of the people. Not everyone. But --
- 138 Q. Just a second. So there isn't a consensus of all of the people?
- A. There can't be. Right?
- 139 Q. Well, I don't know.
- A. Yeah.
- 140 Q. Well, you're --
- A. Remember I said all these other nations.
- 141 Q. Well, okay, but the 49 chiefs, when they're making decisions, it has to be by consensus.
- A. It's supposed to be. But it's like Mr. Mounture said, there aren't 49 chiefs there.
- 142 Q. Well, how many chiefs are there?
- A. That's a big question. Maybe a little over 30, if that. Maybe not even that.
- 143 Q. Now, if we look at paragraph 8 to 12 of your affidavit, you're talking about negotiations in and

around 2006. Sorry. Negotiations arising out of an uprising in 2006 about the Douglas Creek Estate?

A. Yes.

144 Q. And you talk about that there were negotiations about the Douglas Creek Estate?

A. Yes.

145 Q. And am I right that those negotiations took place in 2009?

A. Well, I'm not exactly sure, but, yes, around that time.

146 Q. And they ended some time in, like, by 2010 for sure --

A. Yes.

147 Q. -- negotiations were completed?

A. They quit there, and then the office moved to the great building.

148 Q. And what did they do after that?

A. We don't know. That's...

149 Q. Okay. At paragraph 11, you talk about negotiations, the negotiations meaning were chiefs business, the chief didn't inform you about what happened at the meeting.

A. No.

150 Q. Did you ask him? Did you go up to Steve Maracle and say --

- A. That's my brother.
- 151 Q. Oh, it's your brother?
- A. Yes.
- 152 Q. And you asked him what's going on and he wouldn't --
- A. Yes.
- 153 Q. -- tell you. He wouldn't tell you?
- A. He wouldn't tell me.
- 154 Q. It's M-A-R-A-C-L-E. That's for the reporter. And in paragraph 13, you talk about that you took a number of years off in discharging your duties as a clan mother. Right?
- A. Yes.
- 155 Q. And you say you returned to the duties in January 2016.
- A. Yes.
- 156 Q. So I'm taking it -- and you said that after taking a number of years off?
- A. Yes.
- 157 Q. So you took off somewhere before January 2015. You will agree with me?
- A. Yes.
- 158 Q. Right?
- A. Yes.
- 159 Q. And took off sometime before January 2014?

I'm trying to figure out --

A. Yes.

160 Q. -- how many -- if we're standing here with our eyes closed and we're pretending it's January 2016 --

A. Yeah.

161 Q. -- how many years before that did you take -- did you stop doing your duties as a clan mother?

A. I didn't stop. I just stayed away.

162 Q. Sure. How long did you stay away?

A. Well, I went here and there, like, periodically. I wasn't there every, every council but I would go every so often.

163 Q. And, in fact, at one point you asked to be taken off the mailing list. Right?

A. Yes.

164 Q. Because before that, you'd be getting e-mails --

A. Yes.

165 Q. -- with information about the HDI and other things?

A. With documents that they were processing.

166 Q. And so they were sending you documents as part of whatever they were doing, and you went to them and said, "You know what? Please, stop sending them to

me."

A. Yes.

167 Q. Why is that?

A. I didn't want nothing to do with it.

168 Q. At paragraph 15, you talk about yourself
and,

"...another clan mother were often in
disagreement what was taking place at meetings..."

Do you see that?

A. Yes.

169 Q. Who is the other clan mother?

A. A close friend of mine.

170 Q. What's her name? You don't want to say?

A. No.

171 Q. Well, okay. I'm asking for it, and if you
want to refuse it, that's fine. I just.

MR. BROWN: We'll take that one under
advisement.

--- ADVISEMENT.

BY MR. SHILLER:

172 Q. Okay. Fair enough. In paragraph 16 --

A. Yes.

173 Q. -- you're saying Mr. Detlor had papers and
he announced that there had been an agreement on
documents. Right?

A. Yes.

174 Q. You don't know when that -- when he was saying that agreement might have been reached?

A. No, because he stood up and he says, "The chiefs and clan mothers have agreed."

175 Q. Okay. But they could have agreed at sometime before January 2016. Right?

A. I don't know.

176 Q. You don't know?

A. No.

177 Q. And so he could have been talking about an agreement reached at council and with the clan mothers at a time when you were not participating. Correct?

A. No.

178 Q. Well, you just told me it could have been before January 2016 and that's when you came back.

A. It could have been but he comes -- he would come to council with documents and we'd look through the folder just to see what these -- what's being passed.

179 Q. This is in February 2016?

A. Yes.

180 Q. But it could have been that, like -- you know that some of these --

A. Yes, I understand --

181 Q. You know that some --

A. -- what you mean.

182 Q. You know that some of these agreements, these Engagement Agreements with Samsung and other people about development. That's what HDI was doing. Right?

A. Yes.

183 Q. And you agree that some of those took -- it took months and in some cases years to negotiate those agreements?

A. I don't think it took years.

184 Q. No?

A. No.

185 Q. It didn't sometimes take the council and the clan mothers months or maybe years to address various issues and agreements?

A. I'm not sure.

186 Q. You don't know. So in February 2016 when you say in paragraph 17 of your affidavit that -- sorry. In paragraph 16 of your affidavit you say that,

"...he held up documents and said that they were passed within HDI..."

That could have been something he was referring to something that happened before you had come back to discharge your duties. Right?

A. Yes.

187 Q. Let me ask you this: Mr. Mounture, Bill Mounture, did he ever run for a position on band council?

A. I think he did. I'm not sure.

188 Q. That would be under the system of government that you don't recognize?

A. Yes.

189 Q. And I keep seeing reference to something called the "Men's Fire." Are you familiar with that?

A. Yes.

190 Q. And that's a group of Haudenosaunee people?

A. Yeah.

191 Q. And Mr. Mounture is one of those people; he's in the Men's Fire?

A. Yes.

192 Q. And so is Mr. Davey?

A. Yes.

193 Q. They're not like a formal part of the Haudenosaunee government, are they?

A. No. They just represent themselves.

194 Q. You became aware at some point that members of the Men's Fire took Mr. Detlor out of his office on April 26, 2016?

A. Yes.

195 Q. And you've appended to your affidavit a news story where there is a suggestion that a clan mother authorized that. Right?

A. Yes.

196 Q. And were they saying that you authorized it?

A. They didn't say.

197 Q. Do you know who they thought authorized it?

A. They didn't say.

198 Q. And would you agree with me that in order for the Men's Fire to get authorization to remove Mr. Detlor from his office, it would have to be a decision reached after a consensus was obtained?

A. By the people.

199 Q. Right?

A. By the people.

200 Q. So one clan mother could not under Haudenosaunee law --

A. Haudenosaunee.

201 Q. Sorry. I apologize. I'm not going to get --

A. That's okay.

202 Q. -- it. I'm going to work --

- A. That's --
- 203 Q. -- on it --
- A. That's --
- 204 Q. -- in the car on the way --
- A. Haudenosaunee.
- 205 Q. -- back to Toronto. Okay. But under that law, under your law --
- A. Yes.
- 206 Q. -- one clan mother does not have the power to authorize the Men's Fire to do that. Do you agree?
- A. I agree.
- 207 Q. So even if a clan mother had authorized it, it still wouldn't justify it under your law.
- A. No.
- 208 Q. You agree with me?
- A. Yes. But there was no clan mother that gave him.
- 209 Q. So that makes it even worse. Right? The Men's Fire --
- A. He was going by direction of the people.
- 210 Q. Where did he get the consensus of the people?
- A. From everybody that went to see him.
- 211 Q. So all of the people agreed with this move?

- A. Yes.
- 212 Q. All of the people?
- A. Whoever went to see him, yes.
- 213 Q. Well, do you know how many people that was?
- A. I didn't keep track.
- 214 Q. And so you're telling me, if I understand correctly, under your law a number of people can go to the Men's Fire and say, "We support you in removing Mr. Detlor from his office." And then that would be legal under your law?
- A. That decision was up to them.
- 215 Q. I don't understand.
- A. All they do is listen to the people.
- 216 Q. But they just listen to a part of the people? So --
- A. Yes.
- 217 Q. -- if two people came, that would be enough?
- A. Oh, no. There's more --
- 218 Q. No, no.
- A. -- people than that.
- 219 Q. No, no. I'm just asking theoretically, in theory, two people can come to Mr. -- two people can come to the Men's --

A. No.

220 Q. -- Fire and say, "Remove Mr. Detlor," and that's fine?

A. No.

221 Q. So what number of people does it have to be in order for it to become justified?

A. There's no justification.

222 Q. Okay. Because, in order for a decision to be made to remove Mr. Detlor from his office, that decision has to be taken through the process we talked about before - the people going to the clan mothers, going to the council. Correct?

A. I don't know about -- I don't think so, no.

223 Q. No?

A. Mm-mmm.

224 Q. So outside of that -- so what part of the Great Law of Peace allows a certain number of people to go to the Men's Fire and authorize the Men's Fire to remove Mr. Detlor from his office.

A. I don't -- no people gave him the authorization to do that. It was their decision.

225 Q. Their decision being the decision of the Men's Fire?

A. Yes.

226 Q. The word "their," I'm just trying to --

A. Yes.

227 Q. -- understand. So it was their decision:
Mr. Mounture and Mr. Davey?

A. I'm not sure. There's more than just
Mr. --

228 Q. Well, that --

A. -- Davey. There's more than Mr. Davey and
Mr. Mounture.

229 Q. But you agree with me that under your law,
it was not proper for the Men's Fire to go and eject
Mr. Detlor from his office. Do you agree?

A. No.

230 Q. You think it was, it's valid under --

A. Yes.

231 Q. -- your law to do that?

A. Yes.

232 Q. So what part of the Great Law of Peace
allows that?

A. Well, when you got a bug in your system,
you try to get rid of it.

233 Q. But, Ms. Henry, I thought that we'd agreed
earlier that decisions about HDI had to be made by
consensus.

A. Yes.

234 Q. And so here, the way I see it and an outsider. I admit I'm an outsider. But from my outside view, it looks like there is a whole governmental system in place to deal with issues such as Mr. Detlor's conduct, HDI's conduct. And that the route -- by allowing the Men's Fire to just do what they did, it's totally ignoring the system in place to deal with that. You don't agree with that?

A. I don't agree with that.

235 Q. Why shouldn't Mr. Mounture or other people from the Men's Fire gone to their clan mother, asked the clan mother to go to the chief's and have the chief's do it?

A. Because he didn't have a clan mother.

236 Q. Well --

A. And the chiefs were all in favour of Mr. Detlor.

237 Q. So are you saying -- you are saying, then, that the chiefs are not following the will of the people?

A. That's correct.

238 Q. That's the problem here?

A. That's correct.

239 Q. And as a clan mother, what have you done?

A. I tried to speak up.

240 Q. What have you done, what have you said to your own chief?

A. I told him to put it on the floor.

241 Q. And he refuses to do that?

A. He put it on the floor.

242 Q. And so are you saying that any complaint brought by any person that whatever position that person takes has to be followed by the chiefs?

A. Explain.

243 Q. Well, are you telling me that every single person in your community opposes HDI and Mr. Detlor?

A. I'm not sure if it's every single but there's a lot of people, and then there's a lot of people that just don't give a crap. They just say that that's the traditional government and --

244 Q. And there's some people who presumably agree with how it's working.

A. Yeah. The one that's involved - Mr. Detlor.

245 Q. So it's only him?

A. Yes.

246 Q. He's the only one who agrees with the way things are going. There's no other Haudenosaunee people who agree. Is that what you're saying?

A. The chiefs agree.

247 Q. And of the people, other than -- there's not one clan mother that agrees with how the HDI is being run. Is that what you are saying?

A. Well, there are a lot of clan mothers that are involved. They're involved.

248 Q. So some clan mothers agree?

A. Yes.

249 Q. And some Haudenosaunee people agree with how HDI is being run?

A. Yes.

250 Q. So, then, if I'm understanding correctly, there is a dispute with your community as to how HDI should be run?

A. Yes.

251 Q. And you now want to jump out of the canoe and into the ship to resolve that dispute. Right?

A. I have to.

252 Q. Well, why? Why can't you take it under your own law?

A. Because I can't. I stand up in council and they call me a troublemaker. I'm speaking out, I'm causing trouble.

253 Q. Well, under your system of law, what happens when people disagree?

A. They just sweep it under the pillow.

254 Q. Well, let's say for example that 48 chiefs agree one way and one chief agrees the other way. What happens then?

A. They have to -- they have to --

255 Q. Keep talking?

A. -- talking about it until everyone is in agreement.

256 Q. As a clan mother, can't you enforce that, make them follow their rules?

A. I have one chief.

257 Q. Can't you go speak to other clan mothers and say to them, "Hey, we got a problem here. We got to get on our chiefs to handle this properly"?

A. We've tried. I've tried.

258 Q. And?

A. Again, I'm causing trouble.

259 Q. So the clan mothers also think you're causing trouble?

A. Yes.

260 Q. Okay.

A. They label me. Me and the other clan mother. They see me and they say, "There's trouble."

261 Q. Let's look at paragraph 23 of your affidavit.

A. Mmm, that one.

262 Q. And you see there you see that Shirley and you informed Dolittle and Detlor that,

"...all we requested was accountability and transparency --

A. Correct.

263 Q. -- as to where the funds are going..."

A. Yes.

264 Q. So what exactly are you looking for?

A. We wanted to know where every -- where the money was going, how it's coming in.

265 Q. Did you see the financial statements?

A. Nothing. I went there and I asked.

266 Q. Well, do you see -- look at Exhibit P to Mr. Mounture's affidavit. He testified, if I remember correctly, that these financial statements were found on the HCCC, the HDI's website.

A. Okay.

267 Q. So this is -- this shows where the money is going, where it's coming in, where it's going?

A. Mm-hmm.

268 Q. Right?

A. Yes.

269 Q. So isn't that accountability and transparency?

A. No.

- 270 Q. Did you know --
A. I want to --
- 271 Q. Just a second.
A. -- see more.
- 272 Q. Just a second. Did you know before I just showed you right now that these financial statements were available?
A. Yes. They're on the website.
- 273 Q. You knew that?
A. Yes.
- 274 Q. So you want more?
A. Yes.
- 275 Q. What more do you want?
A. I want an in-depth...
- 276 Q. Well, give me an -- I don't -- you want to go sit down and go through the monthly bank statements?
A. Yes.
- 277 Q. You want to do that personally?
A. I won't be able to do it but, yes, I --
- 278 Q. You want --
A. -- want that done.
- 279 Q. -- someone to do that? Okay. Now, when we talked about the April 2016 incident where the Men's Fire took Mr. Detlor out of his office, the Turtle Island News said that you were the one who gave the

permission to do that. But they were wrong. Right?

A. Correct.

280 Q. At paragraph 26 of your affidavit, this was -- paragraph 26 and 27.

A. Yes.

281 Q. This was an HDI issue --

A. Yes.

282 Q. -- that was being discussed by the chiefs. Correct?

A. Yes.

283 Q. And if you look at Exhibit C, I'm having trouble knowing what part of the exhibit -- because it looks to be an Op Ed in the Two Row Times, Cars and Weather, and then underneath there's something.

A. That's what --

284 Q. Do you --

A. -- it is, yes.

285 Q. -- see that? So the part underneath --

A. Yes.

286 Q. -- what is that? That is -- the part underneath is a copy of the letter that someone wanted the chiefs to sign.

A. Yes.

287 Q. "...the HDI has been asked by various developers for an updated letter from this council that

verifies that HDI is still functioning and has the full support of this council..."

A. Yes.

288 Q. Right?

"...decision required that this council authorized --

A. Hohahas.

289 Q. That's the secretary.

A. Yes.

290 Q. "...to draft and provide a letter to the HDI and that it be made available to HDI for Monday July 4th..."

A. Yes.

291 Q. And then there's a part down below about the Grand Valley Wind Farm project. Is that another letter that's needed or the --

A. That was --

292 Q. -- same letter?

A. That was a second letter.

293 Q. So there were two letters.

A. Yes. But I disagreed to the first.

294 Q. But the second letter you were okay with?

A. Well, I didn't -- I didn't even -- I didn't even read that part.

295 Q. But you didn't want there to be a letter

written that HDI is still functioning and has the full support of council?

A. Correct.

296 Q. So you want HDI to stop doing its work?

A. I just want accountability and transparency.

297 Q. Well, hold it second. That's not what this -- this letter -- you took issue with a letter being written that says,

"...the council..."

You took issue with a letter being written verifying that the HDI is still functioning and has the full support of council?

A. Yes. I wanted to take my letter -- I wanted to take this document home and go over it with my clan and, like, we were supposed to do, and make a decision, bring it back to council. But things never worked out.

298 Q. Well, so for this --

A. Did they Aaron?

299 Q. -- you feel that the system works, but to raise any issues with HDI, you say that the system can't work and you want to come to the Canadian courts instead.

A. I have to. Because the following day,

they went and they wrote this letter. They went against my clan, my family, and just disregarded, disrespected us.

300 Q. You requested that your chief not agree with the letter. Did your chief agree with the letter?

A. Yes.

301 Q. Your chief did?

A. Mm-hmm.

302 Q. That seems to be an issue between your clan and your chief.

A. Yes. Because he didn't know what was going on.

303 Q. "He didn't know what was going on." What do you mean by that?

A. I ask him things and he doesn't -- he didn't know.

304 Q. Did you say to him, "Can you, please, ask about this, this, this, this and this?"

A. Yes.

305 Q. And what did he say?

A. Okay.

306 Q. And does he do it?

A. Yes.

307 Q. And what - he's told no?

A. He's told he's causing trouble.

308 Q. What is he asking?

A. He just wants to know what's going on.

309 Q. Well, you don't know what's going on?

A. Well, all I wanted was just to review the letter.

310 Q. Can you show me, let's do this: Let's look at your affidavit there in paragraph 32. You say, "...given the plaintiff's investigations to date..."

See that?

A. Yes.

311 Q. I take it that you feel that there's been some investigation done by Mr. Mounture and Mr. Davey?

A. Mm-hmm.

312 Q. Is that right?

A. Yes.

313 Q. Can you show me in Mr. Mounture's affidavit - we can go through it now - what investigation he did and what was revealed?

A. I don't know. I haven't seen his affidavit.

314 Q. Have a look.

A. Is that this one?

MR. JAMES: Yes. It's actually here. So this all of these.

BY MR. SHILLER:

315 Q. You can see his affidavit is a bit long.

A. A bit?

316 Q. Well, a lot of it is documents attached.

It's only seven pages long, or six and a half, which is long enough. But I would like you to read it and then when you're finished reading it, I'm going to ask you to point to me what paragraphs in the affidavit are --

A. Investigations.

317 Q. -- the investigations or evidence that the investigation has revealed. Okay? Is that fine?

A. Okay.

318 Q. I'm going to take a short break while you do that.

A. Okay.

319 Q. Under five minutes.

--- (Brief recess.)

BY MR. SHILLER:

320 Q. So, Ms. Henry, we were talking about paragraph 32 of your affidavit.

A. Yes.

321 Q. You didn't have to go there. It says that you say,

"...given the plaintiff's investigations to date..."

And I asked you about what evidence of any investigation you thought, you think is in, you consider is in Mr. Mounture's October 27, 2016 affidavit.

A. All these.

322 Q. And you've -- just a second. And you've now had a chance to review Mr. Mounture's affidavit?

A. Yes.

323 Q. And so can you show me what you say is an investigation that's been done or the outcome of any investigation that's been done?

A. All these ledgers.

324 Q. Is that going to be all?

A. There might be more.

325 Q. No, no, no. From inside the affidavit or the exhibits.

A. Just this so far.

326 Q. Okay. So let's make sure we understand what this is. You are referring to Tab P?

A. Mm-hmm. I guess.

MR. SHILLER: Counsel, you are welcome to help to make sure we're --

MR. JAMES: Sure.

MR. SHILLER: So starting on the first document. There's a number of documents in P. So the first document, Counsel, tell me if you agree that the

first document in P goes -- it's the KPMG financial statements for the year ended March 31, 2014.

MR. JAMES: Right.

MR. SHILLER: And that goes through all the way to what is page 9.

MR. JAMES: Right.

MR. SHILLER: Do you see that?

MR. JAMES: Yes.

BY MR. SHILLER:

327 Q. So are we in agreement, Ms. Henry, that the -- sorry. Let me ask it like this: Do you consider the KPMG financial statements to be part of the investigation?

A. Yes.

328 Q. You do? Okay. And what is it in the KPMG financial statements for the year ended March 31, 2014 that cause you concern?

A. With KPMG?

329 Q. Yes, just this. We're going to go through the rest.

A. Okay.

330 Q. I understand there's more. But just --

A. It's -- it's not -- what you call that? What's that word? In-depth enough.

331 Q. It's not in-depth enough for you?

A. Yes.

332 Q. But what is it in there that gives you -- what in the KPMG financial statements for the year ended March 31, 2014 gives you any concern that funds have been wrongly misappropriated or converted?

A. We don't know. Like, just take a look at it. There's nothing really there. Somebody can just put numbers in. We would like just to see more in-depth.

333 Q. But is there anything in looking at this that you go, you look at these financial statements and go, Wow, that really concerns me that funds have been wrongly misappropriated or converted?

A. Because we don't -- we never -- we were never shown anything. I was never shown anything.

334 Q. But is there anything, for example, if we look at the page 1, that has assets and then a heading Liability and Net Assets. Do you see that?

A. Mm-hmm.

335 Q. Are there any of these numbers that you look at and you go, Wow, that really causes me concern that funds have been wrongly misappropriated?

A. Well, if I knew about contracts, things like that.

336 Q. But are there any of these numbers that

cause you concern that funds had been misappropriated?

A. Yes, if there was -- if we could see.

337 Q. I understand what you're saying. But in looking at this page, do any of these numbers, for example, give you a concern that HDI is misappropriating money?

A. I don't know.

MR. SHILLER: Let's move on now to the next document which appears to be a document that is formatted the other way and is page 10. Maybe this is part KPMG. Do you know, Counsel, if this is part?

MR. JAMES: Page 10?

MR. SHILLER: Yes.

MR. JAMES: It would appear so.

BY MR. SHILLER:

338 Q. Okay. Is there anything on this page 10 that causes you concern that funds have been misappropriated?

A. Everything is not itemized.

339 Q. But is there anything that -- so what you're saying, you don't -- nothing in here is says to you, Hey, money has been stolen, it's just you don't have enough information to make that decision. Do I have that right?

A. Well, I guess so, yes.

340 Q. Thank you. Now, turning the page now, we have now a document that is HDI financial statement for April 11, 2011 to March 13, 2012. And it appears to be three pages. Is there anything in this document that makes you feel that -- that gives you a concern that money has been misappropriated?

A. I've had some people approach me and tell me that --

341 Q. No. I'm talking about this document, not what people have told you.

A. Yes, I guess so.

342 Q. You "guess so" what?

A. It's straight forward but it's still not itemized.

343 Q. So what you're saying is that there's not enough detail for you to know whether or not money is being stolen?

A. Yes.

344 Q. And you just have a suspicion that money is being stolen?

A. Well, I want answers.

345 Q. But --

A. Yes, I have a suspicion.

346 Q. And what is the basis of that suspicion?

A. Well, accountability. Why can't they be

more --

347 Q. So what you are saying is that because you feel that they are not giving enough information, the only conclusion you can draw is that there is something suspicious going on.

A. Yes.

348 Q. Now, is your answer going to be the same for all the rest of these documents? I prefer not to go through them one at a time. But is there anything in the balance of the documents in Exhibit P which you say gives you a concern that money is being misappropriated?

A. Yes.

349 Q. You do? Okay, so show me.

A. These are all ones that started at negotiations.

350 Q. Okay. I want -- I'm happy to do it, I just have to know -- I see you're on a page; I can't see what page you're on.

A. I just grabbed it, grabbed a page. 11. It says 11 up at the top. It's a ways in.

351 Q. If you could just let me see that and I can see if we are on the same page. Yes. Okay. Thank you. So you've referred me to page 11, and in the top left-hand corner it says "2008," and then in the top left-hand corner --

A. Mm-hmm.

352 Q. -- you see it says 2008, and then it says
10:09:56 seconds a.m.

A. Mm-hmm.

353 Q. And then it says "transaction listing in
the functional currency"?

A. Mm-hmm.

354 Q. Okay. So what is the --

A. Yes.

355 Q. Okay. So what is it on this page that
makes you think that money is being misappropriated?

A. These wages.

356 Q. So you're saying that Mr. Detlor is not
allowed to be paid?

A. I'm talking about -- yes, yes. He's been
paid three time -- four --

357 Q. Well --

A. Four times. Three times.

358 Q. Well, has he been paid three times or is
this just the -- it totals at the bottom. I don't know.
It's hard to see. So this is what causes you the
concern?

A. Yes.

359 Q. This is a document from 2008 and it's
Greti. Right?

- A. Yes.
- 360 Q. It's not HDI?
- A. No.
- 361 Q. Okay. Is there anything else?
- A. All of them. All the --
- 362 Q. So you brought these documents to your
chief and said --
- A. Yes.
- 363 Q. -- look at what's going on?
- A. Yes.
- 364 Q. You have done that?
- A. Yes.
- 365 Q. And what does your chief say?
- A. "Wow, I didn't know that."
- 366 Q. Has he brought that to the community?
- A. Yes.
- 367 Q. Sorry. Has he brought that --
- A. Yes.
- 368 Q. -- to council?
- A. Oh, to council?
- 369 Q. Yes.
- A. I don't know.
- 370 Q. Well, did --
- A. I asked him to but I don't --
- 371 Q. You don't --

- A. -- know if he --
- 372 Q. -- know if --
- A. -- did.
- 373 Q. -- he did. Okay. So --
- A. By rights, any chiefs, any titleholders aren't supposed to --
- 374 Q. Sorry. Any --
- A. Titleholders. Chiefs or clan mothers aren't supposed to accept money.
- 375 Q. Is Mr. Detlor a chief or a clan mother?
- A. I didn't say that.
- 376 Q. Okay.
- A. Right, Detlor?
- 377 Q. So is that all? Is there more?
- A. Yeah. Why are they all highlighted out on page 2. 2008. Go back a few.
- 378 Q. It's back from the one you were telling me about?
- A. Yeah. Go back for a bit. Why are they trying to hide all these wages?
- 379 Q. Where do you see anything being hidden?
- A. Well, it's been highlighted out.
- 380 Q. Well, with the greatest of respect, Ma'am
-
- A. With the greatest of respect, why can't

they show us?

381 Q. Well, this is a photocopy. When you highlight something and then photocopy it, it sometimes doesn't come through.

A. It's not highlighted. It was blacked out.

382 Q. Where is your evidence it was blacked out?

A. Well, it looks pretty black to me.

MR. SHILLER: I see. Well, can I please have produced, Counsel, the original of this document; everything at Tab P, I would like you to get the original.

MR. JAMES: I --

MR. SHILLER: Scan it.

MR. JAMES: I will undertake to give best efforts.

MR. SHILLER: Of course. Scan it, colour scan it, and send it to me. And if you only got a copy --

MR. JAMES: Right.

MR. SHILLER: -- I'd like you to ask your client to get the original.

MR. MOUNTURE: Can't get the original. They got the original.

MR. SHILLER: Sorry.

MR. JAMES: I'll take it under advisement.

I don't know if my clients are in possession of the original. I understand that the original may be in possession of your client.

--- ADVISEMENT.

THE WITNESS: Mm-hmm.

MR. SHILLER: When I say "the original," I mean the version -- this looks to me like -- we have to get to the bottom of whether this is crossed out or whether it's highlighted. For all we know, you highlighted this. There would be nothing wrong with doing that, because no one is trying to hide anything, you're just highlighting it, and now it's come out like this.

BY MR. SHILLER:

383 Q. So this is evidence to you, here on this page of --

A. Seven.

384 Q. -- information being hidden. Is that what you're saying?

A. Yes.

385 Q. So this is page -- I want to have this for the record. It says 09, 2008 at 10:09:56 a.m.

A. Yes.

386 Q. And the first entry is GLJE on March 31, 2008, honorariums Hazel Hill and then across the credit.

And then the next one is Wes Elliott. And you are saying that the numbers have been hidden?

A. Yes.

387 Q. Okay. So anything else?

A. Yes. I had numerous people --

388 Q. No, no, no.

A. Oh, about this?

389 Q. I've asked you what investigations cause you concern that money is being misappropriated.

A. This.

390 Q. And you pointed some things out in Exhibit P, and I just want to know when we've reached -- when we've reached what we've dealt with all of the entries in Exhibit P that you say show -- I want to know when we've dealt with all of the parts of Exhibit P that you say cause you concern that money is being misappropriated.

A. Yes. When you have titleholders that are taking money: Allan McNaughton.

391 Q. I see.

A. Pete Hill, Leroy Hill.

392 Q. So you're saying those people --

A. Blake Bomberry.

393 Q. So you're saying those people are not entitled to any money under your law?

A. That's correct. And clan mothers are in there, too.

394 Q. Sorry?

A. Clan mothers are in there, too.

395 Q. So I just want to get -- let me know if there's any other entries that you say...

A. Well, all of these. I'd like to have more in-depth --

396 Q. Well, you received them.

A. Yes.

397 Q. Right? You say you've seen these documents before.

A. Mm-hmm.

398 Q. So do you have a letter that you wrote anywhere saying, here, these documents, can I have an explanation?

A. Not the council, no.

399 Q. When did you get these documents?

A. Well, they were given to me.

400 Q. They were given to you when?

A. Oh, let's say March.

401 Q. March 2016?

A. Yes.

402 Q. So the documents at Exhibit P were all giving to you in March 2016?

- A. Yes.
- 403 Q. And you took them to your chief?
- A. Yes. I showed him.
- 404 Q. And he raised it with council?
- A. No.
- 405 Q. Why not?
- A. I don't know. I asked him to.
- 406 Q. And he didn't?
- A. No.
- 407 Q. Okay. We have to wait for one second.
You don't know what work any of these titleholders may
have done for GRETI?
- A. No.
- 408 Q. And if they did work for GRETI, you're
saying that they had no right to be paid for that work?
- A. That's correct. A chief's title -- he's
supposed to work for the people. If you don't have the
people, you're nothing.
- 409 Q. So how is he supposed to put food on the
table?
- A. Depends if he wants to have another job.
- 410 Q. Do you get paid for being a chief?
- A. You're not supposed to.
- 411 Q. He's allowed to have another job?
- A. Yes.

412 Q. So chief's allowed to -- so why can't a chief have another job with GRETI? Do you know what GRETI is?

A. Yeah.

413 Q. What is it?

A. Another business; a job.

414 Q. So what we have in these statements you've shown me is some indication that that some titleholders --

A. Yes.

415 Q. -- have received money from GRETI. Right?

A. I guess, yes.

416 Q. And just give me one second. So that's Great River Education and Training --

A. Grand.

417 Q. Grand River Education and Training Incorporated?

A. Yes.

418 Q. But when you see GRETI, that's what it is; and that's another corporation?

A. I don't think it's a corporation. GRETI, I don't think it's a corporation.

419 Q. Okay. You're a clan mother?

A. Yes.

420 Q. And clan mothers aren't supposed to get

any money?

A. That's correct.

421 Q. So in the Black Creek negotiations you catered?

A. Douglas Creek.

422 Q. Douglas Creek.

A. Yes.

423 Q. You catered?

A. Yes.

424 Q. Did you get money from GRETI?

A. I got paid.

425 Q. You got paid?

A. Yes.

426 Q. By GRETI?

A. I don't know who I got paid by.

427 Q. So as a clan mother, how could you justified getting paid?

A. Because that was my business. That's what I do for a living. I'm a caterer.

428 Q. Do you know what these people -- what the amounts we saw that suggest -- the documents we looked at, where there were titleholders who -- where there were some amounts there, do you know what they may have done for that money?

A. No.

429 Q. For all you know they were getting money the same way you were getting money from GRETI?

A. I don't know. They were --

430 Q. You don't know.

A. They were sitting in meetings. That's all I saw.

431 Q. Okay. You saw that in 2008?

A. Yeah. When I used to cater. I would bring the food there.

432 Q. I understand.

A. Feed them. Maybe peek in the room as I'm walking by, see who is sitting there. And Aaron, he never ever told me anything that's going on in there.

433 Q. Did you ask him?

A. Yeah.

434 Q. You asked him?

A. Yeah.

435 Q. What did you ask him?

A. What's happening? Oh, there's nothing happening.

436 Q. So you're saying that at the negotiations regarding the Douglas Creek Estate uprising, you were catering. Right?

A. Yes.

437 Q. And Mr. Detlor was there?

A. Yes.

438 Q. And I see in paragraph 10 you talk about it. I don't see you saying that you ever asked him for anything. Did you leave that out of your affidavit?

A. I guess I did, yes.

439 Q. So you asked him, you said to him, "What's going on in there?"

A. Yeah.

440 Q. And you were asking as a caterer?

A. No. I was asking him as a --

441 Q. As a clan --

A. -- clan mother.

442 Q. Okay.

A. Yeah.

443 Q. Did you go to your chief and say "What's going on in the meeting?"

A. Yes.

444 Q. And what did he say?

A. "I don't know."

445 Q. He said "I don't know"?

A. Yeah. He said, "Just business."

446 Q. Okay. Paragraph 29 of your affidavit - which clan members and close friends are you going against in writing this affidavit?

A. My clan members.

- 447 Q. So there are clan members who don't approve of you swearing an affidavit?
- A. That's correct.
- 448 Q. And there's close friends who don't do it?
- A. That's correct.
- 449 Q. And as a clan mother, you are supposed to listen to your clan members?
- A. Yes.
- 450 Q. And represent them?
- A. Yes.
- 451 Q. And so there are clan members you are -- you're defying some of your clan members --
- A. Yes.
- 452 Q. -- by making the affidavit?
- A. Yes.
- 453 Q. And how do you justify that under your law?
- A. Because I have to jump into that boat to get some answers.
- 454 Q. So you have to make the decision yourself?
- A. Yes.
- 455 Q. Even though the people you represent don't want you to do it?
- A. That's right. I was told by a lot of community members when I first started this, I knew way

back in February when I first started going out and talking to people, they told me -- she says -- they said "Janice, you are a condo (phonetic) clan mother. You have the power to do something. I was the only condo (phonetic) clan mother that stepped up.

456 Q. You stepped up by defying --

A. Yes.

457 Q. -- what your clan members that you represent wanted you to do?

A. Yes.

MR. SHILLER: Those are all my questions.

(Whereupon the examination concluded at 3:09 p.m.)

I hereby certify the foregoing to be the evidence of JANACE HENRY, given under oath before me on the 2nd day of December 2016, recorded using the stenomask method and digitally, and later transcribed by me to the best of my skill and ability.

Certified correct

Leyla Heckert,

C.V.R.

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TAB F

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Court File No. CV-18-594281-0000

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

--- This is the Cross-Examination of RICHARD HILL, on his affidavits affirmed on February 6th 2023 and June 10th, 2022 taken via Veritext's virtual platform, on the 15th day of March, 2023.

Job No. ON5798051

2	<p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 Robert Janes, Esq., for the Plaintiff</p> <p>4 Max Shapiro, Esq.,</p> <p>5 Gregory Sheppard, Esq.,</p> <p>6</p> <p>7 Hasan Junaid, Esq., for the Defendants</p> <p>8 Katrina Longo, Esq.,</p> <p>9 Sarah Kanko, Esq.,</p> <p>10 Tania Mitchell, Esq.,</p> <p>11 Myra Sivaloganathan, Esq.,</p> <p>12 Owen Young, Esq.,</p> <p>13</p> <p>14 Jeffrey Kaufman, Esq., for the Men's Fire of</p> <p>15 Liam Gerry, Esq., the Grand River</p> <p>16 Territory</p> <p>17</p> <p>18 Thomas Dumigan, Esq., for the Haudenosaunee</p> <p>19 Colin Carruthers, Esq., Development Institute</p> <p>20 Dillon Gibbs, Esq.,</p> <p>21</p> <p>22 David Tortell, Esq., for the Attorney</p> <p>23 General of Ontario</p> <p>24</p> <p>25</p>	4
3	<p>1 Also Present:</p> <p>2 Lonny Bomberry,</p> <p>3 & Tayler Hill, Six Nations</p> <p>4</p> <p>5 Eric Fram, Student at law with Gilbert's</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Reported by: Leila Heckert, CVR, RCP-M</p>	5

1	<p>I N D E X</p>	4
2	<p>P A G E</p>	
3	<p>WITNESS: RICHARD HILL</p>	
4	<p>CROSS-EXAMINATION BY: Mr. Kaufman.....7</p>	7
5	<p>CROSS-EXAMINATION BY: Mr. Junaid.....72</p>	72
6	<p>CROSS-EXAMINATION BY: Mr. Janes.....121</p>	121
7	<p>RE-EXAMINATION BY: Mr. Dumigan.....199</p>	199
8	<p></p>	
9	<p>The following list of undertakings, advisements</p>	
10	<p>and refusals is meant as a guide only for the</p>	
11	<p>assistance of counsel and no other purpose.</p>	
12	<p></p>	
13	<p>I N D E X O F U N D E R T A K I N G S</p>	
14	<p>The questions/requests undertaken are noted by</p>	
15	<p>U/T and appear on the following page/line: None.</p>	
16	<p></p>	
17	<p>I N D E X O F A D V I S E M E N T S</p>	
18	<p>The questions/requests taken under advisement</p>	
19	<p>are noted by a U/A and appear on the following</p>	
20	<p>page/line: None.</p>	
21	<p></p>	
22	<p>I N D E X O F R E F U S A L S</p>	
23	<p>The questions/requests refused are noted by R/F</p>	
24	<p>and appear on the following page/line: None.</p>	
25	<p></p>	

1	<p>I N D E X O F E X H I B I T S</p>	5
2	<p>N O . / D E S C R I P T I O N P A G E</p>	
3	<p>Exh. "A" MARKED FOR IDENTIFICATION -</p>	44
4	<p>Excerpt of "Government" tab on</p>	
5	<p>Haudenosaunee Confederacy website,</p>	
6	<p>Re: "Confederacy Structure."</p>	
7	<p></p>	
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<p>6</p> <p>1 -- Upon commencing at 10:00 A.M. 2 REPORTER'S NOTE: Whereupon the 3 following was read to all participants: 4 THE REPORTER: As you all know, 5 because we are using Zoom, we all need to take 6 extra care not to speak over one another. 7 If more than one person is talking, it 8 will cut out the audio for me. You may still be 9 able to hear each other, but as I will have both 10 incoming competing audio channels, one will 11 likely be completely cut out. 12 I will do my best to interrupt only 13 when appropriate, but often people won't 14 remember exactly what they've just said, and it 15 also breaks up your train of thought, so it's 16 best to try to slow down and wait until the 17 other person has finished speaking. 18 Would the witness please identify 19 himself and spell your first and last name? 20 THE WITNESS: RICHARD HILL, 21 R-I-C-H-A-R-D, H-I-L-L. 22 THE REPORTER: Our witness today is 23 RICHARD HILL. I will now affirm the witness. 24 RICHARD HILL: AFFIRMED. 25 CROSS-EXAMINATION BY MR. KAUFMAN:</p>	<p>8</p> <p>1 beside you in -- for the purposes of this 2 examination? 3 A. Just copies of the affidavit. 4 7 Q. And in the copies of the 5 affidavit, are there any notes written on any of 6 those copies? 7 A. I just highlighted the -- some 8 corrections that I wanted to make to -- 9 8 Q. And -- 10 MR. DUMIGAN: And we can speak to 11 those, counsel, if you'd like at the outset. Up 12 to you how you want to deal with those. 13 BY MR. KAUFMAN: 14 9 Q. And other than highlights, are 15 there -- do you have any notes in the room with 16 you regarding this examination? 17 A. No. 18 10 Q. Do you have any phone device 19 beside you? 20 A. No. I'm not even sure where my 21 phone is right now. 22 11 Q. Okay. That helps. Do you have 23 any other screen where you can see documents or 24 notes? 25 A. No.</p>
<p>7</p> <p>1 1 Q. Good morning, Mr. Hill. My name 2 is Jeffrey Kaufman. I'm counsel to the Men's 3 Fire. I'm going to be asking some questions 4 this morning on your affidavits filed in this 5 proceeding. Before I do that, I'd just like to 6 ask you: Where are you doing this Zoom 7 cross-examination from? 8 A. I'm in Burlington, Ontario. 9 2 Q. And is -- are you in a residence 10 where you reside? 11 A. Yes. 12 3 Q. So it's a personal residence, not 13 an office? 14 A. Right. 15 4 Q. And is this the residence where 16 you reside permanently? 17 A. No. I live at Six Nations on 18 Fifth Line. I'm just here temporarily where my 19 daughter is going to school. 20 5 Q. Okay. And do you also have a 21 residence on Fifth Line in Six Nations? 22 A. Yes. 23 6 Q. And in terms of where you are 24 today and a camera that you have, I can't see, 25 but do you have any documents in front of you or</p>	<p>9</p> <p>1 12 Q. And in terms of the documents you 2 have in front of you, do you have your affidavit 3 sworn or affirmed June 10, 2022? 4 A. Yes. 5 13 Q. And both -- sorry, Volume I in 6 the Motion Record or just the affidavit? 7 MR. DUMIGAN: It's just the affidavit, 8 counsel. 9 MR. KAUFMAN: Thank you. 10 BY MR. KAUFMAN: 11 14 Q. And do you have in front of you 12 your affidavit in the responding record, dated 13 February 6th, 2023? 14 A. Yes. 15 15 Q. And do you have in front of you 16 your affidavit, dated February 6th, 2023, which 17 is labelled your reply affidavit? 18 A. Yes. I had to reach for it. 19 16 Q. Okay. So I saw you reaching. 20 What other documents do you have in the room, 21 then, if you were reaching for that? 22 A. The -- my reply affidavit. It 23 was just on my other side table. 24 17 Q. Thank you. So the only -- is it 25 a truthful statement: The only documents you</p>

<p style="text-align: right;">10</p> <p>1 have in the room are your June 10 affidavit, 2 your February 6 responding affidavit, and your 3 February 6 reply affidavit? 4 A. Well, I mean, this is my 5 workspace. I have a lot of papers that I work 6 at, but they -- they are not in immediate reach. 7 18 Q. Thank you for your clarification. 8 In terms of your affidavits, you 9 indicated that you made some highlights. Did 10 you make highlights on all of those affidavits 11 or only certain of those affidavits? 12 A. On two of them, the June 10th and 13 the February 6th. 14 19 Q. And when did you make those 15 highlights? 16 A. Oh, I reviewed them a couple of 17 days ago, and then informed Gilbert's of the 18 changes I would like to make. 19 20 Q. Okay. So first, can we go to the 20 June 10 affidavit? 21 A. Yes. 22 21 Q. Can you -- are you able to show 23 me your highlights? 24 MR. DUMIGAN: Counsel, we can walk you 25 through the corrections. The first one is at</p>	<p style="text-align: right;">12</p> <p>1 "some" before Mohawks, Oneidas and Tuscaroras. 2 26 Q. So how do you now say that 3 sentence should read? 4 A. "Some Mohawks allied with the 5 British Crown and some Oneidas and 6 Tuscaroras joined forces with the 7 Americans." 8 27 Q. Thank you. Any other changes to 9 this affidavit of June 10, other than those 10 that? 11 A. Yes. There was one more, 12 actually, in paragraph 45. 13 28 Q. What change do you want to make 14 to paragraph 45? 15 A. It was just a typo on my behalf 16 in the second sentence, where it says, around 17 1677, the date is actually 1667. 18 29 Q. Thank you. 19 A. And then I think there was one -- 20 a couple of -- 21 30 Q. Sorry, go ahead. 22 A. Oh, no, sorry, they are in the 23 next affidavit. 24 31 Q. So is the next correction in the 25 responding affidavit of February 6th?</p>
<p style="text-align: right;">11</p> <p>1 paragraph 19 of the June 10th affidavit, if you 2 would like. 3 BY MR. KAUFMAN: 4 22 Q. Yeah, I would like the witness to 5 tell me what the correction is. Just tell me 6 the paragraph. So paragraph 19? 7 A. Yeah, the first one is 8 paragraph 19. Do you want me to tell you the 9 change? 10 23 Q. Yes, please. 11 A. So it says there in the second 12 sentence, that Haudenosaunee, one for each of 13 the laws at a Great Peace. I changed that to 14 each of the teachings, because it's -- it really 15 is about the larger issues that are represented 16 in the wampums. 17 24 Q. Thank you. 18 MR. DUMIGAN: The other one, counsel, 19 we had at paragraph 47 of the same affidavit. 20 And I'll let Mr. Hill speak to it. 21 BY MR. KAUFMAN: 22 25 Q. One second. Let me get to that. 23 Okay. And what is the change you want to make 24 to paragraph 47? 25 A. The last paragraph, it should say</p>	<p style="text-align: right;">13</p> <p>1 A. February 6. 2 MR. DUMIGAN: Correct, counsel, the 3 responding, not the reply. 4 BY MR. KAUFMAN: 5 32 Q. Okay. And what paragraph? 6 A. The first one is 36. It's just a 7 typo in the second sentence. 8 33 Q. One second. Okay. Go ahead. 9 A. It read: 10 "There are some quarrels over 11 order articles..." 12 Where there should be a comma after 13 "order". 14 34 Q. Okay. 15 A. And then on paragraph 67 -- I 16 mean, 76, I'm changing the last sentence to. 17 "The Haudenosaunee do not leave the wampum 18 circle simply because they are involved in the 19 business formed pursuant to the laws of the 20 foreign jurisdiction." 21 35 Q. And is that all the changes you 22 wish to make -- 23 A. Yes. 24 36 Q. -- to the affidavit? Thank you. 25 So I'd like to go back to your</p>

<p style="text-align: right;">14</p> <p>1 June 10 affidavit. And if you could turn to 2 your curriculum vitae, which is found at 3 Schedule A. 4 A. Yes. 5 37 Q. So in reviewing your extensive 6 CV, is it fair to say that for most of your 7 career, you were working in the United States? 8 A. I'm just trying to think of the 9 actual number of years over there, as compared 10 to being at Grand River. So I would say yes, 11 the simple majority. 12 38 Q. Well, what I have here is you 13 were in the United States from 1974 to about 14 2003. Does that appear accurate? 15 A. Well, knowing that my father is 16 from Six Nations, I also spent a lot of time at 17 Six Nations doing work there as well. 18 39 Q. But for your career, you were in 19 the United States from 1974 to 2003? 20 A. Well, I actually have a 21 multiple-phase career, so doing territorial work 22 as well as art work, I worked for Indian Affairs 23 for a couple of years, so I wasn't solely based 24 in the US, although that was my primary teaching 25 at the University of Buffalo.</p>	<p style="text-align: right;">16</p> <p>1 A. Yeah. Okay. Now I found it, 2 yes. 3 46 Q. So it says that, in 2012 to 2017, 4 you were a: 5 "Member of planning and 6 implementation team to deliver 7 traditional teachings at communities 8 at Oneida, Onondaga, Akwesasne, 9 Grand River Territories and Tonawanda 10 Seneca Nations." 11 A. Yes, there's another one, 12 Tuscarora Nation as well. 13 47 Q. That's not listed here, but you 14 say you also were involved there in planning and 15 implementation? 16 A. Yes. 17 48 Q. So what was your role, to plan 18 these teaching events or to implement the 19 teaching events? 20 A. We had a committee of people who 21 decide what's going to be the nature of the 22 events. And then I was assigned a task of 23 explaining about decolonization as a -- how to 24 you want to say it? -- as a prelude to the 25 presentation of the Great Law.</p>
<p style="text-align: right;">15</p> <p>1 40 Q. And you taught at University of 2 Buffalo, as well as in Washington and Santa Fe 3 and Tonawanda, right, different locations? 4 A. Yes. 5 41 Q. In terms of your courses, I 6 didn't see you've given -- you ever gave a 7 course in the oral histories relating to the 8 Great Law of Peace, have you? 9 A. I didn't list them, no, but I 10 have taught such courses. 11 42 Q. But they are not listed in your 12 CV, are they? 13 A. No. 14 43 Q. In terms of what is in your CV, I 15 note under community service - if we can go to 16 that - you say that you've been involved in 17 recitations of the Great Law from 2012 to 2017? 18 A. Yes. 19 44 Q. Let's just go to that for a 20 minute. 21 MR. KAUFMAN: Liam, could you put that 22 on the shared screen, please. Make it bigger. 23 BY MR. KAUFMAN: 24 45 Q. Do you have that reference, 25 Mr. Hill?</p>	<p style="text-align: right;">17</p> <p>1 49 Q. So in all these workshops your 2 role was to explain decolonization, not to get 3 involved in the teachings of the Great Law? 4 A. I mean, I wasn't was one of the 5 presenters, but certainly in our meetings this 6 is where I learned many of the details about the 7 oral traditions behind the Great Law. And since 8 one of my jobs was to recover the wampum belts 9 associated with the Great Law, which we also 10 presented that here, I often shared the -- my 11 research around the meaning of those wampum 12 belts. 13 50 Q. And fair to say that you did 14 research as a historian in relation to the 15 wampum belts? 16 A. Yeah, I think as a 17 community-based historian, meaning that, yes, I 18 went into archival collections and museums, 19 examined many collections. And it was one of my 20 responsibilities to help recover these items to 21 be returned back to the Haudenosaunee. 22 51 Q. And in terms of the teaching of 23 the Great Law of Peace at these workshops 24 between 2012 and 2017, who gave these 25 recitations of the Great Law?</p>

<p style="text-align: right;">18</p> <p>1 A. There were a number of people 2 from various communities presenting. The way 3 that it went is certain individuals, we assigned 4 certain parts of it. And this -- the recitation 5 ranged from five to nine days long. So it was a 6 lot of presenters during that time. 7 52 Q. And how many such events were 8 there between 2012-2017? 9 A. I think there was eight. I 10 didn't attend one because one of my sons passed 11 away and I decided not to attend. 12 53 Q. So is it fair to say you attended 13 about seven such recitations of the Great Law 14 through workshops between 2012 to 2017? 15 A. I'm just counting them now. One, 16 two, three -- seven, yeah. 17 54 Q. So what are you counting? 18 A. The names on the -- listed there 19 under the entry. 20 55 Q. You mean the names of the 21 territories? 22 A. Yes. Yeah. 23 56 Q. So there was one event at each 24 territory? 25 A. Yes.</p>	<p style="text-align: right;">20</p> <p>1 why he was there. 2 63 Q. And Leroy Hill was a secretary to 3 the HCC at the time? 4 A. Yes, and he's a -- what we would 5 call a sub-chief? 6 64 Q. And in terms of the different 7 parts, what is your recollection, the parts of 8 the Great Law recited by Mr. Hill at that time? 9 A. Well, you have to understand, 10 there's a long oral -- a narration about the 11 formation of the Confederacy. And he would 12 present that, that oral history that led up to 13 the formation of the Great Law. And they would 14 come in -- so they would kind of -- sometimes 15 they would present several times during those 16 days, different aspects of it, of the recitation 17 of the law. 18 65 Q. So if I understand it, during the 19 workshop event on the Great Law between 20 2012-2017 at the Grand River, Mr. Leroy Hill 21 presented on the history coming up to the 22 Great Law, but did not get involved in a 23 recitation of the Great Law? 24 A. Well, you have to understand that 25 the history is part of the Great Law, how it</p>
<p style="text-align: right;">19</p> <p>1 57 Q. Where you at the Grand 2 River Territories' workshop? 3 A. Yes. 4 58 Q. And who were the presenters of 5 any part of the Great Law of Peace at that 6 workshop event? 7 A. It included Leo -- excuse me -- 8 it included Leroy Hill, Robert Brown, Richard 9 Mitchell, Jamie Jacobs and -- I just can't 10 remember the names of everybody that presented. 11 59 Q. And what role did Mr. Mitchell 12 play at that time in the community? 13 A. Well, everybody was assigned a 14 certain passage to present in the language and 15 they had it interpreted. 16 60 Q. But was Mr. Mitchell a chief at 17 that time? 18 A. Yes. 19 61 Q. And was Mr. Jacobs a chief at 20 that time? 21 A. No. 22 62 Q. What was his title at that time? 23 A. Well, he was a very fluent 24 speaker of the Seneca language and held certain 25 wampum belts related to the Great Law, so that's</p>	<p style="text-align: right;">21</p> <p>1 formed, the words that were spoken then, the 2 rules that were laid out then. But he also did 3 speak about other aspects of the Great Law. 4 66 Q. And how about Mr. Mitchell? What 5 aspects of the Great Law did he recite at that 6 workshop event in the Grand River Territory? 7 A. Well, I -- to tell you the truth, 8 I can't recall because they all spoke different 9 aspects of this in all of these seven different 10 events, so I can't tell you exactly what section 11 each individual presented at that particular 12 recitation. 13 67 Q. And how many sections of the 14 Great Law were recited at that event? 15 A. Well, maybe "sections" is the 16 wrong word because, you know, it's this long 17 oral narrative. You're following the formation 18 of the Confederacy, the naming of the Chiefs, 19 the duties that are assigned to them, and then 20 how they all kind of came to one mind. So 21 it's -- it really is a very long narrative about 22 how it came into being, and then about the rules 23 of how we install a leader. 24 68 Q. Anything else other than how we 25 came into being and the rules to install a</p>

22	<p>1 leader, in terms of recitations of the Great Law</p> <p>2 at that event in the Grand River Territory?</p> <p>3 A. Well, there's also, then, the</p> <p>4 procedural rules about how a council is</p> <p>5 conducted, what is expected of the leaders, the</p> <p>6 Chiefs, the Clan Mothers, the Sub-Chief and the</p> <p>7 Faith Keepers. It's quite an extensive</p> <p>8 information about all of that, about how it all</p> <p>9 functions.</p> <p>10 69 Q. And in terms of the procedures,</p> <p>11 how Council meetings are conducted, do you have</p> <p>12 an actual recollection of who gave a recitation</p> <p>13 of what those procedures should be at that</p> <p>14 particular meeting in the Grand River Territory?</p> <p>15 A. No, because it was touched upon</p> <p>16 by several people. And I summarized what they</p> <p>17 said within my affidavit as to what the</p> <p>18 procedure is.</p> <p>19 70 Q. Well, let me -- I want to know</p> <p>20 more specifically, at this event -- and is it</p> <p>21 this event where you learned the procedures for</p> <p>22 the Grand Council meetings?</p> <p>23 A. No, I've been learning about them</p> <p>24 since the 1970s.</p> <p>25 71 Q. Okay. But this event was much</p>	24
23	<p>1 later. So at this event, do you have any actual</p> <p>2 recollection of any words of the three people</p> <p>3 who spoke of the Great Laws about the procedures</p> <p>4 for Council meetings?</p> <p>5 A. Yes, they explained the --</p> <p>6 72 Q. Sorry, who is "they"? I'm</p> <p>7 talking about individuals.</p> <p>8 A. Oh, yeah, but -- so this is a</p> <p>9 collective presentation and everybody plays a</p> <p>10 part to that. And in fact, sometimes, they</p> <p>11 would ask somebody else as they are presenting,</p> <p>12 Is there anything you could add to that? They</p> <p>13 wanted to make sure that there was a concurrence</p> <p>14 of minds on these matters. So it isn't like one</p> <p>15 person dictating, No, this is the way it is, but</p> <p>16 explaining what the oral narrative of the</p> <p>17 Great Law explains and what the wampum belts</p> <p>18 confirm about these procedures, the protocols,</p> <p>19 the values applied to decision-making.</p> <p>20 73 Q. Isn't the basis for the</p> <p>21 traditional governance structure based on a</p> <p>22 structure around the families with a matrimonial</p> <p>23 focus?</p> <p>24 A. Do you mean the clans?</p> <p>25 74 Q. Yes.</p>	25
	<p>1 A. Yes, we have a clan-based system</p> <p>2 of governance.</p> <p>3 75 Q. Which are matrimonial-focused?</p> <p>4 A. Yes.</p> <p>5 76 Q. And you agree with me, with that</p> <p>6 clan-based system, the system is based on a</p> <p>7 process of consultation?</p> <p>8 A. Well, I guess it kind of depends</p> <p>9 on how you define consultation, particularly in</p> <p>10 this contemporary context. The clan is the</p> <p>11 first level by which the citizens of the</p> <p>12 Haudenosaunee can share, express, their points</p> <p>13 of view. So there's a discussion taking place.</p> <p>14 And then they arrive at one mind, and then it</p> <p>15 moves up to the next level of governance.</p> <p>16 77 Q. And if the clan in their</p> <p>17 discussion cannot come to one mind, it does not</p> <p>18 move up to the next level, does it?</p> <p>19 A. Well, their indecision moves up</p> <p>20 and it gets explained to others that they can't</p> <p>21 come to one mind. And they are either</p> <p>22 encouraged to go back and try it again or, if</p> <p>23 they can't, then that clan's determination is --</p> <p>24 I don't want to say set aside, but then they</p> <p>25 move ahead with what the other clans have</p>	

<p style="text-align: right;">26</p> <p>1 Clan Mother can say to the men, Okay, you 2 consider this, and she'll say to the women, You 3 consider this. And then they compare their 4 thinking to try to come to one mind. So 5 that's -- 6 82 Q. Okay. 7 A. -- the only reference that I see 8 two women and men meeting separately within the 9 client. 10 83 Q. Can I go to paragraph 45 of your 11 affidavit. 12 MR. DUMIGAN: Sorry, counsel, was that 13 paragraph 45, you said? 14 MR. KAUFMAN: Yes. Liam, can you pull 15 that up. 16 THE WITNESS: Yes, I have it. 17 MR. KAUFMAN: Put it on the shared 18 screen. 19 MR. DUMIGAN: This is the June 10th 20 affidavit, counsel. 21 MR. KAUFMAN: No, sorry, it's the 22 February 6th, sorry. 23 BY MR. KAUFMAN: 24 84 Q. In paragraph 45, you write: 25 "When Clan matters are discussed,</p>	<p style="text-align: right;">28</p> <p>1 of the Men's Fire and which clans they were at? 2 A. No, I wasn't aware of any kind of 3 clan affiliation with the Men's Fire. Nobody 4 ever explained to me, I represented this clan, 5 or I've been empowered by my clan to represent 6 this matter. So I don't know. They were just 7 men saying they are part of the Men's Fire. 8 88 Q. But you've never -- other than 9 speaking to a couple men of the Men's Fire -- 10 ever delved into that issue with the Men's Fire, 11 have you? 12 A. No, part of my research was to 13 look into that question. And when they raised 14 this matter -- and it's been raised for a long 15 time -- I wanted to find out what is the source 16 of this concept. And I think my affidavit 17 explores that -- the research that I found to 18 understand why there is no men's fire or women's 19 fire specifically mentioned in the recitation of 20 the Great Law. 21 89 Q. So when you talk about the 22 recitation of the Great Law, does the recitation 23 deal with a variety or varied wampums for 24 purposes of understanding the law? 25 A. The law is encoded in the wampum</p>
<p style="text-align: right;">27</p> <p>1 the men and women of the Clan (which 2 could be conceived as a "men's fire" 3 and a "women's fire") can meet 4 separately on the matter." 5 So when you say "which could 6 conceivably be conceived as a men's fire and a 7 women's fire", you're aware that, in fact, 8 actually, there are men's fires and women's 9 fires that exist in the clans on -- in the 10 Six Nations? 11 A. No. I was referencing the 12 language from the other affidavit. But I say, 13 by calling it that, I'm saying, No, this is what 14 it really is. It's just a gathering of the 15 people. Whether they actually kindle a sacred 16 fire together around, I -- I'm not aware of 17 that. 18 85 Q. Have you ever spoken to any 19 member of the Men's Fire? 20 A. Yes. 21 86 Q. Who have you spoken to? 22 A. I've spoken to several of them 23 over time about some of their matters that they 24 were proposing. 25 87 Q. And do you recall which members</p>	<p style="text-align: right;">29</p> <p>1 belts. That's where the knowledge is actually 2 held and that's what we share with the 3 Haudenosaunee people. 4 90 Q. So in your affidavit - and we'll 5 get to this a little later - you said in the 6 Parker manuscript of the Great Law of Peace, 7 there is about 117 wampums, correct? 8 A. In one version, it listed them as 9 articles, another as wampums, and then the third 10 one, it was just a sequence of numbers. But all 11 around 117. 12 91 Q. All right. And in the oral 13 tradition of the Great Law of peace, how many 14 wampums are there? 15 A. I would say there's probably 16 about two dozen different wampum belts, but 17 there's also some wampum strings, but it's not 18 as if they go in consecutive order or they're 19 not -- you know, here's wampum number 1, wampum 20 number 2. They represent when the Peacemaker 21 instructed the Chiefs as to what the law is, 22 that's what the wampum belts represent. 23 92 Q. If we could go back to your CV 24 for a minute, please. And I'd like to take you 25 to your section where you talk about your</p>

<p style="text-align: right;">30</p> <p>1 research projects.</p> <p>2 MR. DUMIGAN: Do you have a page</p> <p>3 reference, Mr. Kaufman?</p> <p>4 THE WITNESS: I think I got it.</p> <p>5 Page 213?</p> <p>6 MR. KAUFMAN: And can you put that on</p> <p>7 the shared screen.</p> <p>8 BY MR. KAUFMAN:</p> <p>9 93 Q. So if we scroll down, there's a</p> <p>10 project you did on Great Law research. The</p> <p>11 Great Law of Peace research between 2013 and</p> <p>12 2015. Do you see that?</p> <p>13 A. Yes.</p> <p>14 94 Q. So you say in your resume that</p> <p>15 you assisted:</p> <p>16 "...the team of community elders</p> <p>17 and community scholars in the</p> <p>18 recitation of the Great Law; providing</p> <p>19 background research; comparing written</p> <p>20 versions of the Great Law; produced</p> <p>21 PowerPoint and research manuscript on</p> <p>22 the meaning of the wampum belts</p> <p>23 associated with the Great Law."</p> <p>24 Is that an accurate statement?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">32</p> <p>1 97 Q. Do you --</p> <p>2 MR. DUMIGAN: -- can answer that,</p> <p>3 Mr. Hill.</p> <p>4 BY MR. KAUFMAN:</p> <p>5 98 Q. -- have -- yeah. Mr. Hill, do</p> <p>6 you have a copy of your background research?</p> <p>7 A. Yes. It's quite extensive. I</p> <p>8 have a lot of copies of original documents, my</p> <p>9 research notes, as well as the summary</p> <p>10 statements. And that's what I used to prepare</p> <p>11 this affidavit.</p> <p>12 99 Q. So I'd like you to produce that,</p> <p>13 please. As well, do you have a copy of your</p> <p>14 PowerPoint referred to?</p> <p>15 A. Yes. But I would be reluctant to</p> <p>16 share that, only because some of the stuff gets</p> <p>17 taken and used not in a way that it's intended.</p> <p>18 So I've been cautious about just releasing those</p> <p>19 PowerPoints.</p> <p>20 100 Q. What do you mean, cautious about</p> <p>21 how it's used and intended. Can you please</p> <p>22 explain your concern.</p> <p>23 A. People take the images and use</p> <p>24 them for their own advantage and purpose, and</p> <p>25 there's no -- there hasn't been a clarification</p>
<p style="text-align: right;">31</p> <p>1 95 Q. And do you have a copy in your</p> <p>2 power, possession and control of this background</p> <p>3 research you did comparing the written versions</p> <p>4 of the Great Law?</p> <p>5 U/A MR. DUMIGAN: Counsel, we'll take that</p> <p>6 under advisement and see if we can track it</p> <p>7 down. And if it's relevant, we will consider to</p> <p>8 produce a copy, if so.</p> <p>9 BY MR. KAUFMAN:</p> <p>10 96 Q. You also refer to a PowerPoint</p> <p>11 that you created for this purpose of analyzing</p> <p>12 the Great Laws between 2013 and 2015. Do you</p> <p>13 have a copy in your power, possession and</p> <p>14 control of the PowerPoint?</p> <p>15 U/A MR. DUMIGAN: Same answer, counsel.</p> <p>16 MR. KAUFMAN: Do I understand,</p> <p>17 counsel, that he has copies or you're just</p> <p>18 deciding if you're going to produce it if it's</p> <p>19 relevant?</p> <p>20 MR. DUMIGAN: I don't know if he has</p> <p>21 copies. I -- you can ask the witness.</p> <p>22 MR. KAUFMAN: Well, I have. I'm</p> <p>23 waiting for the answer then.</p> <p>24 MR. DUMIGAN: You --</p> <p>25 BY MR. KAUFMAN:</p>	<p style="text-align: right;">33</p> <p>1 yet as to how images of the wampum belts can be</p> <p>2 used.</p> <p>3 U/A MR. DUMIGAN: So, counsel, you have</p> <p>4 our position on both of those pieces about the</p> <p>5 background research and the PowerPoints. We</p> <p>6 haven't seen them. We'll take a look at them</p> <p>7 and get back to you with our position on</p> <p>8 production of both of those and/or production of</p> <p>9 them.</p> <p>10 BY MR. KAUFMAN:</p> <p>11 101 Q. And Mr. Hill, you reviewed the</p> <p>12 PowerPoint before you did your affidavit in this</p> <p>13 proceeding?</p> <p>14 A. No, I didn't specifically look at</p> <p>15 the PowerPoint.</p> <p>16 102 Q. Does the PowerPoint deal with the</p> <p>17 governance issues in this proceeding?</p> <p>18 A. Like much of my life, yes. This</p> <p>19 is the work that I do.</p> <p>20 103 Q. Okay. And so, I'd like to see</p> <p>21 that PowerPoint, counsel.</p> <p>22 MR. DUMIGAN: You have our position.</p> <p>23 BY MR. KAUFMAN:</p> <p>24 104 Q. And you also say you did a</p> <p>25 research manuscript on the meaning of the wampum</p>

<p style="text-align: right;">34</p> <p>1 belts associated with the Great Law. Do you 2 still have possession of that research 3 manuscript? 4 A. I have my copy and I'm turning it 5 over to the Chiefs for their study because I 6 don't like to release that information unless it 7 is true. 8 105 Q. What do you mean by that? 9 A. Well, historians, you know, we 10 write a lot of material. We do a lot of digging 11 around. We make certain -- we share our 12 findings. And I just want to make sure that my 13 findings are consistent with the oral narrative 14 of the Great Law and the position of the Council 15 of Chiefs on these matters. They have a longer 16 history of looking at what is the law than I do, 17 so I want to make sure that what I produce has 18 some credence. 19 106 Q. And when did you give a copy of 20 this manuscript to the Chiefs for review? 21 A. We reviewed it just like we are 22 doing here. We showed it on -- and so that he 23 could comment on it and add -- you know, give me 24 some advice how to proceed. 25 107 Q. And when was that done?</p>	<p style="text-align: right;">36</p> <p>1 historical references to wampum, 2 native interpretation, illustrations 3 and photographs of the wampum belt and 4 strings." 5 In these six volumes, did you make 6 reference to governance issues in the Great Laws 7 as they pertain to governance issues? 8 A. Well, I try -- I tracked the 9 history of the use of wampum and recorded what 10 was said about these in the past. But not -- 11 without a critical analysis of if what was said 12 was true or not. 13 113 Q. But is there anything in these 14 volumes that recount oral histories with respect 15 to wampums and their meeting? 16 MR. DUMIGAN: Are you saying wampums 17 broadly and their meaning -- 18 MR. KAUFMAN: Yes. 19 MR. DUMIGAN: -- or governance issues? 20 BY MR. KAUFMAN: 21 114 Q. Governance issues. 22 A. Well, there's not a lot in there 23 about governance issues. It's more like, This 24 is what somebody said about this wampum belt in 25 the past.</p>
<p style="text-align: right;">35</p> <p>1 A. During that period of the 2 recitation of the Great Law planning. 3 108 Q. Okay. Would you undertake to 4 produce that research manuscript? 5 MR. DUMIGAN: Counsel, same position 6 as on the background research and the 7 PowerPoint. 8 BY MR. KAUFMAN: 9 109 Q. And in terms of my questions, if 10 you consider them too broad, then I'd ask a 11 sub-question you produce all relevant extracts 12 from any of those documents that bear on the 13 issues in this witness' affidavit? 14 U/A MR. DUMIGAN: Under advisement. 15 BY MR. KAUFMAN: 16 110 Q. I'd next like to look at a 17 research project you did in 2000 to 2014 -- 18 A. Yes. 19 111 Q. -- about the wampum belts. 20 MR. KAUFMAN: Can we put that up on 21 the shared screen, please. 22 BY MR. KAUFMAN: 23 112 Q. It says here, you've produced a 24 six illustrated volumes. You've produced sorry: 25 "Six illustrated volumes of</p>	<p style="text-align: right;">37</p> <p>1 115 Q. And could that be what someone 2 said about how you run a council meeting, or no, 3 that has nothing to do with that? 4 A. I don't think I got into that in 5 this particular document. It was more, like, 6 how they were referenced both by the historic 7 record and some Haudenosaunee speakers in the 8 past. 9 116 Q. Okay. I'd like to, next, move on 10 to the role of Clan Mothers. And in your 11 affidavit, you say that Clan Mothers oversee the 12 Chiefs. 13 A. Which paragraph are we looking 14 at? 15 117 Q. It's paragraph 12(b) of your June 16 10 affidavit. 17 A. Yes. 18 118 Q. And is that in the Great Law of 19 Peace? 20 A. It's difficult to summarize 21 what's in the law and condense it down to one 22 sentence or one word. But basically, there is a 23 relationship between the Clan Mothers and the 24 Chiefs that is very important in functioning 25 Great Law.</p>

<p>1 119 Q. And why is it important? 2 A. Because again, because of the 3 route of the system of all of the clans and the 4 nations. The clan -- you could say the 5 Clan Mother and the male Chief represent the 6 people of their clan. So when I say supervise, 7 it doesn't mean, like, you know, like, a 8 supervisor at work, they're telling you what to 9 do and what to say. 10 But they are always paying attention 11 to what the Chief does, they provide council to 12 them, they are a reminder of them as to their 13 duty. So it's more, like, a mentoring than a 14 supervision. 15 120 Q. Well, you used the word, 16 specifically, "oversee". So you know what the 17 word "oversee" means, don't you? 18 A. Well, that's what makes these 19 kind of things difficult, because how you may 20 see a word or how other people may see it and 21 what I understand it to be can sometimes be two 22 very different things. 23 121 Q. But from what you're saying, is 24 it fair to say that, on any important matters 25 involving plans, the Clan Chief does consult</p>	38	<p>1 has a responsibility to ensure that the Chief 2 conducts himself in the right way. 3 124 Q. In order for a Clan Mother to do 4 that, she has to get accurate, complete and 5 truthful information from a Chief to make that 6 assessment. Isn't that correct? 7 A. Yes, she would be relying upon 8 him to say what's really on his mind. 9 125 Q. Well, it's more than that. She's 10 relying on him to explain all the issues that 11 need to be deliberated so she can take that back 12 to her clan? 13 A. Well, technically, the 14 Clan Mother is also participating in the Grand 15 Council and in the meeting. The Clan Mothers 16 are sitting there and listening to the 17 discussion. So she hears it first-hand, she 18 takes that back to her clan and explains to them 19 the decision the Chief has made. 20 126 Q. Are the Clan Mothers -- do they 21 attend these Chief Council meetings frequently? 22 A. Many do. It is a responsibility 23 to attend. 24 127 Q. And if they don't attend, is the 25 Chief's responsibility to let the Clan Mother</p>	40
<p>1 with the Clan Mother? 2 A. Yes, as part of his 3 responsibility to be working together to 4 actually consult each other because they work 5 together. So by overseeing, I meant that she's 6 watching what the Chief does and provides advice 7 to him as she deems necessary. 8 122 Q. But a Clan Mother also has the 9 authority under the Great Laws to -- if a Chief 10 acts improperly or isn't living up to the 11 responsibilities, to remove a Chief? 12 A. Yes. 13 123 Q. And so, that's more than just 14 working together. There is a greater 15 responsibility on the Clan Mother to oversee 16 whether a Chief is acting properly or not. 17 Isn't that a fair statement? 18 A. I guess that's the way you 19 express it. When you're on the inside working 20 with the Chiefs and the Clan Mothers and 21 actually see how the clan functions, I don't 22 think -- it's very difficult, then, to describe 23 it in one paragraph, the nature of their 24 relationship. 25 But it is true that the Clan Mother</p>	39	<p>1 know all the issues so she can make an informed 2 decision? 3 A. Yes. 4 128 Q. Let's just turn to the issues 5 about nations and how nations operate. With all 6 the six great nations, is it a fair statement 7 that each nation has its own autonomy and that 8 not one nation can oppose its will on another 9 nation? 10 A. I would say all nations are equal 11 and empowered to deal with domestic matters to 12 that nation until there is a conflict between 13 the nations, and then that's what the Grand 14 Council is meant to address. 15 129 Q. And at these -- if there's an 16 issue between nations, at that council meeting, 17 all nations need to be in attendance, correct? 18 A. The Chiefs are encouraged in 19 their instructions to attend the meetings and to 20 bring a good mind to those meetings. So they 21 all have an obligation to attend. 22 130 Q. I'd like to show you an excerpt 23 from the HCCC website for a minute. 24 MR. KAUFMAN: If we can put that on 25 the shared screen.</p>	41

42	<p>1 BY MR. KAUFMAN:</p> <p>2 131 Q. This is a page from the HCC under</p> <p>3 "Confederacy Structure."</p> <p>4 Have you seen the HCC website before?</p> <p>5 A. Yes.</p> <p>6 132 Q. And you're familiar with what</p> <p>7 they say is the Confederacy Structure?</p> <p>8 A. I don't recall reviewing this</p> <p>9 particular section.</p> <p>10 133 Q. Okay. So in the first sentence</p> <p>11 on the HCC website, under Confederacy Structure,</p> <p>12 it states:</p> <p>13 "Each council meeting must have</p> <p>14 representation from every nation."</p> <p>15 Is that a true and fair statement of</p> <p>16 the HCCC?</p> <p>17 MR. DUMIGAN: Counsel, to be fair,</p> <p>18 perhaps the question is: Is that a fair and</p> <p>19 true statement, I -- he's already acknowledged</p> <p>20 that he does not -- has not reviewed this</p> <p>21 document, specifically. If you want to ask if</p> <p>22 that's a true and fair statement, generally, I</p> <p>23 suppose that's fine. But I don't think he's in</p> <p>24 a position to say what the Haudenosaunee</p> <p>25 Confederacy Chiefs Council has or has not said</p>	44	<p>1 dispute that that was added by your office. Is</p> <p>2 that right?</p> <p>3 MR. KAUFMAN: That's correct. So we</p> <p>4 can mark this as Exhibit "A" for identification,</p> <p>5 and the exhibit will not have highlighted</p> <p>6 extracts. Is that preferable?</p> <p>7 MR. DUMIGAN: That's perfect. You can</p> <p>8 mark it as Exhibit "A" with the highlights. It</p> <p>9 doesn't matter to us.</p> <p>10 MR. KAUFMAN: Okay. We'll mark it</p> <p>11 Exhibit "A" with the highlights done by our</p> <p>12 office. Thank you.</p> <p>13 EXHIBIT NO. "A": MARKED FOR</p> <p>14 IDENTIFICATION - Excerpt of</p> <p>15 "Government" tab on Haudenosaunee</p> <p>16 Confederacy website, Re: "Confederacy</p> <p>17 Structure."</p> <p>18 BY MR. KAUFMAN:</p> <p>19 137 Q. So I want to get back to this</p> <p>20 concept you referred to about, No nation is</p> <p>21 above another nation and they are all equal.</p> <p>22 And that's a hallmark of the governance system</p> <p>23 between nations, correct?</p> <p>24 A. Yes.</p> <p>25 138 Q. So if one nation does not want to</p>
43	<p>1 on a website he hasn't seen.</p> <p>2 BY MR. KAUFMAN:</p> <p>3 134 Q. Is that a true and fair statement</p> <p>4 as shown on this excerpt of the website of HCCC?</p> <p>5 A. Do you mean, does it say what it</p> <p>6 says on the website?</p> <p>7 135 Q. Well, does it say what it says?</p> <p>8 A. Well, that's what it says.</p> <p>9 136 Q. And is that the position of HCCC,</p> <p>10 to your knowledge?</p> <p>11 A. Well, you've got to understand,</p> <p>12 every -- again, every sentence in English has a</p> <p>13 larger context. And there's a preference that</p> <p>14 all nations should be there, but in the</p> <p>15 operation of the governance of the</p> <p>16 Haudenosaunee, that hasn't always been the case</p> <p>17 historically, as -- in a modern sense. The</p> <p>18 government doesn't grind to a halt because one</p> <p>19 nation refuses to show up.</p> <p>20 MR. KAUFMAN: We'll mark that as</p> <p>21 Exhibit 1 for this examination.</p> <p>22 MR. DUMIGAN: I think it should be</p> <p>23 marked as an exhibit for identification,</p> <p>24 counsel. And I'll note that there's</p> <p>25 highlighting on the page and I trust it's not in</p>	45	<p>1 do something for the Confederacy, since no one</p> <p>2 is above anyone else, it is -- it seems obvious</p> <p>3 to me that no one can force that nation into</p> <p>4 taking a position they do not want to take. Is</p> <p>5 that correct?</p> <p>6 A. Well, again, your words, you</p> <p>7 know, about forcing, they have certain</p> <p>8 implications. I would say instead that, if a</p> <p>9 nation refuses to participate, they relinquish</p> <p>10 their voice over the matter and that the other</p> <p>11 Chiefs will make a rule, then, that applies to</p> <p>12 all Haudenosaunee citizens.</p> <p>13 139 Q. So if that's correct, then, if</p> <p>14 someone takes a principled stand as a nation and</p> <p>15 they protest -- so they don't attend -- you're</p> <p>16 telling me the will is opposed on that nation</p> <p>17 and their clans, contrary --</p> <p>18 A. They --</p> <p>19 140 Q. -- to their objection?</p> <p>20 A. They have an obligation to come</p> <p>21 to the Council meeting and explain their point</p> <p>22 of view. If they don't do that, then --</p> <p>23 141 Q. Well --</p> <p>24 A. -- what can you do about it?</p> <p>25 142 Q. Well, I think a lot can be done</p>

<p style="text-align: right;">46</p> <p>1 about it. There can be further discussion with 2 a nation on a consensus consultation basis, 3 can't there? 4 A. Well, again, I don't like to use 5 the word consultation, because this is the 6 responsibility of the Chiefs to talk to each 7 other. When you're put up as a Chief, they 8 explain this to you, to bring your good mind, 9 not to be obstinate, not to say, No, I don't 10 want to talk to you. So they have to talk, it's 11 true. 12 143 Q. Yeah. And they have to try to 13 reach consensus with an objecting nation. 14 That's their duty and responsibility, isn't it? 15 A. That's the function of the 16 Council. 17 144 Q. Yes. 18 A. The issues are raised in the 19 Council to be discussed. 20 145 Q. So if a nation doesn't attend a 21 council meeting, isn't it up to some of the 22 other Chiefs to try to build consensus with that 23 nation, instead of opposing a will over that 24 nation? 25 A. Well, you're not imposing a will,</p>	<p style="text-align: right;">48</p> <p>1 A. Whenever an individual or group 2 is delegated a responsibility, it's explained to 3 them the parameters of that responsibility. 4 Some of these are short-term delegations, some 5 are long-standing. But it is very clear as to 6 what the -- what their responsibility is. 7 But every time they make a delegation, 8 they also say that it is still the Chiefs and 9 the Clan Mothers that retain responsibility for 10 the final determination of that matter. 11 150 Q. In terms of the oral histories 12 that make up the Great Laws, is it fair to say 13 that you are not able to recite those histories 14 in trying to explain the oral Great Laws? 15 A. I can recite a lot of historic 16 information. So it's not accurate to say that I 17 can't do it. But it all kind of depends on what 18 you mean too, the depth of that. 19 151 Q. Are you trained to recite the 20 oral histories in terms of the governance issues 21 under the Great Laws? 22 A. My mentors were very clear on 23 that, that they're passing on knowledge to me, a 24 way to speak of that, a way to say that, even in 25 English. So I would say that I've been given</p>
<p style="text-align: right;">47</p> <p>1 but you have to make a decision on a matter. 2 And if they relinquish their voice, that's on 3 them. 4 146 Q. Well, how do you know a nation is 5 relinquishing a voice or wants more consensus? 6 A. Well, they're not showing up and 7 participating in the process, according to 8 the -- according to the law. 9 147 Q. But it isn't easy to defer the 10 meeting and have another meeting to try to build 11 consensus? 12 A. Many times, that happens. They 13 will do that. 14 148 Q. Because the goal is to try to 15 achieve consensus? 16 A. Coming to one mind is the goal of 17 the Council. 18 149 Q. I next want to deal with this 19 concept of delegation. And you indicate in your 20 affidavit that there's been delegation since 21 time memorial, when Joseph Brant was a delegate. 22 The Chiefs would delegate, you know, war matters 23 to other individuals. 24 But delegation isn't an unlimited 25 power, is it, Mr. Hill?</p>	<p style="text-align: right;">49</p> <p>1 certain responsibilities to represent that oral 2 tradition as best I can. 3 152 Q. And who did you learn those oral 4 traditions from? 5 A. Well, the old Chiefs that I met 6 since the 70s, the Chiefs and Clan Mothers, 7 other contemporaries of mine. I guess, you have 8 to understand that this has been a big effort 9 among the Haudenosaunee to protect, to learn and 10 to employ our traditions. And not only with the 11 Great Law, but in a wide variety of matters. So 12 there's been a whole lot of people who have 13 carried on these discussions over the last 14 several decades. And I've learned from all of 15 them. And then we gather together and we share 16 to make sure that we are all saying a consistent 17 message. 18 153 Q. But it's hard to get consistency, 19 isn't it? 20 A. Only when certain individuals 21 refuse to cooperate. 22 154 Q. No. Is it fair to say -- because 23 I understand how hard it is, when you're trying 24 to individually get oral histories from the 25 elders, because different people will rely on</p>

50	<p>1 different elders and different oral histories.</p> <p>2 So there's no uniformity of oral</p> <p>3 history being given to any particular</p> <p>4 individual, correct?</p> <p>5 A. I would disagree. I've been</p> <p>6 fortunate to talk to a whole lot of people, to</p> <p>7 share their take on the oral tradition on these</p> <p>8 perspectives. So I have to take a look at all</p> <p>9 of that and examine that, try to triangulate to</p> <p>10 make sure that there's -- there's more than one</p> <p>11 opinion on that matter.</p> <p>12 So that's given me an opportunity to</p> <p>13 look at varied opinions. So I think that I've</p> <p>14 been lucky in that I try to be fair to every</p> <p>15 opinion that I here and I try to, then, track it</p> <p>16 down. I don't dismiss things out of hand,</p> <p>17 consider everything thoughtfully, looking both</p> <p>18 at the teachings that I've learned from our</p> <p>19 elders and the written record, and then draw</p> <p>20 some conclusion about -- based upon the</p> <p>21 preponderance of the evidence -- that this is</p> <p>22 what's -- the truth is.</p> <p>23 155 Q. But you're not the final arbiter</p> <p>24 on the truth, are you?</p> <p>25 A. No. In many ways, we -- that's</p>	52	<p>1 when it comes up to how they view the issues,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 159 Q. And if someone has a different</p> <p>5 oral history and a varied opinion that's from</p> <p>6 their families, their traditions, you can't say</p> <p>7 that's wrong, that's how they learned it. Isn't</p> <p>8 that a fair statement?</p> <p>9 A. But if you trace back the nature,</p> <p>10 the source of that learning and to realize that</p> <p>11 these few rejected documents is what inspired</p> <p>12 that, that varied oral tradition, then it's very</p> <p>13 clear to me that that is not the Great Law as</p> <p>14 was intended by the Peacemaker. It's not the</p> <p>15 Great Law that is expressed in the wampum belts.</p> <p>16 And it's not the Great Law that the Chiefs of</p> <p>17 the Confederacy have operated under.</p> <p>18 160 Q. Well, let's deal with Seth</p> <p>19 Newhouse.</p> <p>20 So Seth Newhouse was a member of the</p> <p>21 Six Nations, correct?</p> <p>22 A. I think he was -- excuse me. I</p> <p>23 think he was Onondaga who spoke Mohawk.</p> <p>24 161 Q. And he was also, for a period of</p> <p>25 time, on the Chiefs Council?</p>
51	<p>1 the question. I guess, even truth is kind of</p> <p>2 relative. So we're trying to bring together</p> <p>3 everybody's minds around what the Great Law is,</p> <p>4 its procedures and that. But unfortunately, as</p> <p>5 you saw in my affidavit, some people have</p> <p>6 adopted a mistaken version of the Great Law and</p> <p>7 that's what's caused a lot of tension between</p> <p>8 our people.</p> <p>9 156 Q. Well, you say it's a mistaken</p> <p>10 version, and they say yours is a mistaken</p> <p>11 version. Isn't that a fair way to put it?</p> <p>12 A. Well, I think, if you look at my</p> <p>13 affidavit, though, it's just not my opinion.</p> <p>14 Looking at the record and not only the people</p> <p>15 involved in it, and the fact that those versions</p> <p>16 were not accepted by the Chiefs and the</p> <p>17 Clan Mothers would seem to reveal that they are</p> <p>18 not the correct version of the law.</p> <p>19 157 Q. But you've said that, when you</p> <p>20 were gathering your information and trying to</p> <p>21 reconcile it all, you heard varied opinions,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 158 Q. So with varied opinions, it means</p> <p>25 different people have different oral histories</p>	53	<p>1 A. The record is a little fuzzy on</p> <p>2 that, but, yes, he was attending council</p> <p>3 meetings and he was given certain</p> <p>4 responsibilities.</p> <p>5 162 Q. And as a result of that, he</p> <p>6 decided to create a written manuscript version</p> <p>7 of the Great Law of Peace to assist in getting</p> <p>8 some uniformity. And he did that in 1885,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 163 Q. And that manuscript - the</p> <p>12 Newhouse so-called version - that version still</p> <p>13 is accepted or adopted some -- by some people in</p> <p>14 the Six Nations community, correct?</p> <p>15 A. Well, I think what I tried to</p> <p>16 show on my affidavit is that was the -- one</p> <p>17 source of the inspiration to, then, the Parker</p> <p>18 version and the Red Book. And that became the</p> <p>19 version that some people adopted. So it wasn't</p> <p>20 as if everybody was reading the Newhouse</p> <p>21 manuscript for themselves. It was edited,</p> <p>22 re-edited, and edited again before some people</p> <p>23 got a hold of it in the '70s.</p> <p>24 164 Q. So how many people in the</p> <p>25 Six Nations community?</p>

54	<p>1 A. How many people what?</p> <p>2 165 Q. How --</p> <p>3 MR. DUMIGAN: I'm going to ask also,</p> <p>4 Mr. Kaufman, are you referring to Six Nations,</p> <p>5 the Grand River, or Six Nations as in the</p> <p>6 Haudenosaunee at large?</p> <p>7 BY MR. KAUFMAN:</p> <p>8 166 Q. Six Nations of the Grand River.</p> <p>9 MR. DUMIGAN: Thank you.</p> <p>10 THE WITNESS: Excuse me. What was</p> <p>11 your question?</p> <p>12 BY MR. KAUFMAN:</p> <p>13 167 Q. How many people are in the</p> <p>14 Six Nations of the Grand River?</p> <p>15 A. I don't have an accurate number</p> <p>16 as to how many.</p> <p>17 168 Q. 20,000? 25,000? Around that?</p> <p>18 A. I would guess.</p> <p>19 169 Q. It's one of the largest</p> <p>20 reservations in Canada?</p> <p>21 A. I'm sorry, I didn't hear you.</p> <p>22 170 Q. It's one of the largest</p> <p>23 reservations in Canada?</p> <p>24 A. Yeah, we don't like to refer to</p> <p>25 it as a reservation, but yes, it's one of our --</p>	56
55	<p>1 171 Q. Territories?</p> <p>2 A. -- territories, yeah.</p> <p>3 172 Q. I apologize. So in terms of</p> <p>4 that, there's a number of members of that</p> <p>5 community who want to follow the Parker</p> <p>6 versions. Some members of the community want to</p> <p>7 follow the Red Book. Some members of the</p> <p>8 community want to follow the Newhouse. Some</p> <p>9 members of the community reject all of them.</p> <p>10 Isn't that a fair statement?</p> <p>11 A. Yes.</p> <p>12 173 Q. Yeah. There's no uniformity of</p> <p>13 opinion yet of what the Great Laws are?</p> <p>14 A. Just like in the larger society,</p> <p>15 there's -- hard to find a consensus on any</p> <p>16 matter. Say, like, abortion. You know, people</p> <p>17 have personal beliefs or religious beliefs,</p> <p>18 personal experience. So, yes, there's a wide</p> <p>19 variety of opinion, but there is only one law.</p> <p>20 174 Q. But that -- in terms of the</p> <p>21 variety of opinion, there isn't a consensus yet</p> <p>22 of what that one law is?</p> <p>23 A. That's why we have been going</p> <p>24 around to the communities and explaining, This</p> <p>25 is what wampum belts -- the message the wampum</p>	57

58	<p>1 permitted citizens and nations of the</p> <p>2 Haudenosaunee Confederacy to make</p> <p>3 their own decisions about its</p> <p>4 individual participation."</p> <p>5 A. Yes.</p> <p>6 180 Q. And do I take it from that that</p> <p>7 there's -- under your traditions and laws, the</p> <p>8 Chiefs and the Clan Mothers aren't really</p> <p>9 leaders as we see leaders. The ultimate</p> <p>10 authority comes from the people? Is that a</p> <p>11 fair --</p> <p>12 A. I'm not sure how you see leaders,</p> <p>13 but the ultimate authority comes from the</p> <p>14 Creator, as expressed through the Peacemaker</p> <p>15 codified in the wampum belts. And even that</p> <p>16 explains the responsibilities of the people to</p> <p>17 help support this system.</p> <p>18 181 Q. But the -- any ultimate authority</p> <p>19 has to be always for the benefit of the people?</p> <p>20 A. Well, those are two different</p> <p>21 things you're saying. I think that, for the</p> <p>22 benefit of the people, yes.</p> <p>23 182 Q. You said that you've been talking</p> <p>24 to the HCC to try to develop or come to a</p> <p>25 consensus on the Great Laws of peace.</p>	60
59	<p>1 When's the last time you discussed</p> <p>2 these matters with the HCCC?</p> <p>3 A. I think it was before COVID when</p> <p>4 we had the last meeting on this particular</p> <p>5 matter, because they have suspended the</p> <p>6 recitation during the COVID era.</p> <p>7 183 Q. And how many -- on how many</p> <p>8 occasions have you been dealing with the HCC on</p> <p>9 recitations of the Great Law in trying to come</p> <p>10 to a consensus on the Great Law?</p> <p>11 A. Well, frankly, I've been after</p> <p>12 this most of my adult life. As I'm exploring</p> <p>13 this, it's been part of my responsibility to try</p> <p>14 to bring some clarity to that, to that matter.</p> <p>15 But is not me bringing the clarity. It's me</p> <p>16 facilitating the discussion so people will share</p> <p>17 what they know, come together and agree that</p> <p>18 this is what the law says.</p> <p>19 184 Q. And how long have you been doing</p> <p>20 that with the HCCC?</p> <p>21 A. Since 1970, I think, the first</p> <p>22 time I heard the Great Law recited and I spoke</p> <p>23 with the Chiefs who did the recitation. And</p> <p>24 subsequent to that.</p> <p>25 185 Q. And so over those years, the --</p>	61
	<p>1 you're trying to refine what the Great Law is</p> <p>2 over those years of recitations with the HCC?</p> <p>3 A. No. I'm trying to reflect the</p> <p>4 traditions, the oral tradition and the practice</p> <p>5 that they inherited. So I'm not trying to</p> <p>6 interject myself into that, but to say: This is</p> <p>7 what people understand the Law to be.</p> <p>8 186 Q. And at any time during that</p> <p>9 period where you were dealing with HCC on the</p> <p>10 oral traditions of the Great Law from the '70s</p> <p>11 'til just before COVID, was there any attempt by</p> <p>12 you or anyone at HCC to codify those Great Laws</p> <p>13 into writing?</p> <p>14 A. No. In fact, there's -- they say</p> <p>15 it's an oral tradition. It has to be maintained</p> <p>16 that way because the law is in the belts, not in</p> <p>17 any book.</p> <p>18 187 Q. You said in your</p> <p>19 February 6th affidavit that you have met</p> <p>20 Mr. Delaronde?</p> <p>21 A. Yes.</p> <p>22 188 Q. And you know of Mr. Delaronde?</p> <p>23 A. Yes.</p> <p>24 189 Q. Do you agree with me that his</p> <p>25 knowledge of the Great Laws is based on oral</p>	

<p style="text-align: right;">62</p> <p>1 been told, who told you this?</p> <p>2 A. Well, I can't name them all</p> <p>3 because I've heard from so many people. Again,</p> <p>4 this is -- the nature of our community is that</p> <p>5 you share oral history all the time with people,</p> <p>6 whether it's around the dinner table, around the</p> <p>7 campfire, or in the longhouse.</p> <p>8 So there have been many people that</p> <p>9 have shared with me the oral tradition of --</p> <p>10 about the Great Law. And one of those is that,</p> <p>11 when the Peacemaker formed the Confederacy, he</p> <p>12 asked each nation to submit an arrow.</p> <p>13 And so they -- they submitted five</p> <p>14 arrows. And then he tied them together and</p> <p>15 showed that one arrow is easy to break. Five</p> <p>16 makes it strong.</p> <p>17 However, he left some instruction.</p> <p>18 He's says: The time may come when one nation</p> <p>19 will pull their arrow out. Perhaps, two nations</p> <p>20 will pull their arrow out. And what he said is:</p> <p>21 As long as there's three nations to continue</p> <p>22 this, the Great Law will continue.</p> <p>23 So that's in the oral narrative of the</p> <p>24 Great Law. And that is where that information</p> <p>25 came from that I commented on.</p>	<p style="text-align: right;">64</p> <p>1 reason, this responsibility -- under the Great</p> <p>2 Laws -- of the other Chiefs to try to go back to</p> <p>3 them to try to get those nations to build a</p> <p>4 consensus on the issue?</p> <p>5 A. Well, I think the historic record</p> <p>6 and the oral tradition shows that, yes, the</p> <p>7 Chiefs, Clan Mothers that made pleas for those</p> <p>8 nations to return to -- again, to get back on</p> <p>9 the path, you say, of the Great Law. But when</p> <p>10 they continued to refuse, they themselves have</p> <p>11 voluntarily left.</p> <p>12 198 Q. In terms of land issues under the</p> <p>13 Great Law, is it true that no one person in the</p> <p>14 Confederacy owns land and the land is owned by</p> <p>15 everybody?</p> <p>16 A. Well, that's where we have to be</p> <p>17 careful of our words. Ownership is such a</p> <p>18 Eurocentric concept, that land could be hold,</p> <p>19 that there's title to land. We believe the land</p> <p>20 was gifted to us as a sacred trust to be</p> <p>21 utilized in a certain way, and that women have a</p> <p>22 special connection to that land, and so they</p> <p>23 hold the land for the future generations.</p> <p>24 Colonization, unfortunately, perverted</p> <p>25 a lot of those ideas. But, yeah, so it is our</p>
<p style="text-align: right;">63</p> <p>1 194 Q. But also in the oral tradition of</p> <p>2 the Great Law, there's the concept of consensus,</p> <p>3 isn't there?</p> <p>4 A. Not really. There's a concept of</p> <p>5 coming to one mind, which is very different than</p> <p>6 consensus.</p> <p>7 195 Q. So in terms of the concept of</p> <p>8 coming to one mind, when one nation pulls out,</p> <p>9 it's the responsibility of other nations to get</p> <p>10 them to come to one mind?</p> <p>11 A. To get them to come back to the</p> <p>12 circle. But if they steadfastly refuse, you</p> <p>13 have to move on.</p> <p>14 196 Q. So it's not as simple to say that</p> <p>15 you can make any decision with three of five</p> <p>16 nations. It's still a responsibility of the</p> <p>17 majority of Chiefs to try to bring the other</p> <p>18 nations back into the circle and try to build</p> <p>19 consensus?</p> <p>20 A. Well, both are true because if</p> <p>21 those other nations refused to attend and you</p> <p>22 get down to three nations, then you have to</p> <p>23 continue with what you have.</p> <p>24 197 Q. But if you have three nations but</p> <p>25 the other people couldn't attend for whatever</p>	<p style="text-align: right;">65</p> <p>1 land to hold, under our law, our tradition and</p> <p>2 our form of governance.</p> <p>3 But it's not the same as you would be</p> <p>4 arguing in court over title and ownership and</p> <p>5 sale and all that stuff.</p> <p>6 MR. KAUFMAN: Okay. Counsel, I'm</p> <p>7 going to be moving onto another area, so can we</p> <p>8 do a ten-minute break.</p> <p>9 MR. DUMIGAN: Yes. You want to come</p> <p>10 back at 11:40?</p> <p>11 MR. KAUFMAN: Sure. That would be</p> <p>12 perfect.</p> <p>13 MR. DUMIGAN: Okay. Thank you.</p> <p>14 MR. KAUFMAN: Thank you.</p> <p>15 MR. DUMIGAN: And, Rick, you are under</p> <p>16 cross-examination, so we're not to speak. I</p> <p>17 don't think that's going to be an issue in the</p> <p>18 next ten minutes, but I will see you at 11:40.</p> <p>19 -- RECESS TAKEN AT 11:27 A.M.</p> <p>20 -- RESUME AT 11:41 A.M.</p> <p>21 BY MR. KAUFMAN:</p> <p>22 199 Q. Mr. Hill, I'd next like to go to</p> <p>23 paragraph 68 of your responding affidavit of</p> <p>24 February 6th.</p> <p>25 A. Yes.</p>

66	<p>1 200 Q. Do you have that paragraph --</p> <p>2 A. Yes.</p> <p>3 201 Q. -- in front of you? So you said</p> <p>4 sometime in the mid-late 2000s, you attended</p> <p>5 several HCC Council meeting for the formation of</p> <p>6 HDI, including the need and function, was</p> <p>7 discussed.</p> <p>8 Do you have any actual recollection</p> <p>9 today of those meetings?</p> <p>10 A. I can remember the nature of some</p> <p>11 of the discussions.</p> <p>12 202 Q. And what years were those</p> <p>13 meetings?</p> <p>14 A. Well, that's why I said mid to</p> <p>15 late, because I couldn't remember exactly,</p> <p>16 because there was -- to tell you the truth,</p> <p>17 there was so many of them. I've attended so</p> <p>18 many meetings at the Council, so I didn't know</p> <p>19 exactly which ones they discussed HDI or the</p> <p>20 need for HDI.</p> <p>21 203 Q. You said here you attended</p> <p>22 several such meetings.</p> <p>23 A. Yes.</p> <p>24 204 Q. So several, being two or three</p> <p>25 meetings?</p>	68
67	<p>1 A. No, probably more than that. But</p> <p>2 again, a specific amount, I don't know. I don't</p> <p>3 keep track of that. I don't have a diary or a</p> <p>4 calendar even. I just go in when meetings are</p> <p>5 called.</p> <p>6 205 Q. Did you make any notes of any of</p> <p>7 these meetings?</p> <p>8 A. Not that I could recollect</p> <p>9 because they discourage any kind of photographs</p> <p>10 or recordings or writing because it's -- the</p> <p>11 Council maintains an oral tradition.</p> <p>12 206 Q. In terms of the meetings in the</p> <p>13 mid-late 2000s, were these meetings before 2007</p> <p>14 when HDI was incorporated?</p> <p>15 A. Yeah, see, that's why it was hard</p> <p>16 for me to estimate. I was -- you know, I've</p> <p>17 been attending Council on and off for a long</p> <p>18 time. And when the land matters came up, and</p> <p>19 then when the need for some kind of</p> <p>20 Haudenosaunee response came up, that was -- all</p> <p>21 led up to the formation of HDI.</p> <p>22 207 Q. And why were you --</p> <p>23 MR. DUMIGAN: And, counsel, to be</p> <p>24 clear, Mr. Hill's evidence is "formed HDI," you</p> <p>25 said "incorporated HDI." I just want to make</p>	69
	<p>1 sure the record is clear on that front.</p> <p>2 MR. KAUFMAN: Okay.</p> <p>3 BY MR. KAUFMAN:</p> <p>4 208 Q. Why were you attending these</p> <p>5 meetings? What role did you play?</p> <p>6 A. Well, the Council meetings are</p> <p>7 open to all Haudenosaunee citizens. I just try</p> <p>8 to go to hear what the discussion is. I didn't</p> <p>9 have a specific role or wasn't asked to provide</p> <p>10 any particular matters for the Chiefs to</p> <p>11 consider.</p> <p>12 209 Q. Did a particular individual</p> <p>13 invite you to these meetings of HDI?</p> <p>14 A. Well, these were meetings before</p> <p>15 HDI was formed. Is that what we're talking</p> <p>16 about?</p> <p>17 210 Q. Yeah. Yes. Did anyone in</p> <p>18 particular invite you to these meetings?</p> <p>19 A. No, because everybody knew that</p> <p>20 the Council has held at certain times, the first</p> <p>21 Saturday of the month. And no matter what the</p> <p>22 agenda is, you're welcome to visit unless you</p> <p>23 are there for insidious purposes.</p> <p>24 211 Q. And were these information</p> <p>25 meetings or were these when the decision was</p>	
	<p>1 made about HDI by Council?</p> <p>2 A. Both.</p> <p>3 212 Q. And were you at the meeting where</p> <p>4 Council made a decision to have HDI formed in or</p> <p>5 about 2000?</p> <p>6 A. Yes.</p> <p>7 213 Q. And what was the purpose for</p> <p>8 Council to have HDI formed at that time?</p> <p>9 A. Well, there's many. And I think</p> <p>10 you'd have to discuss that with them, their</p> <p>11 specific reasons. But from the discussions, the</p> <p>12 land matters were very significant to what was</p> <p>13 going on in Caledonia and Brantford, and they</p> <p>14 wanted to find a way to respond to those</p> <p>15 matters.</p> <p>16 214 Q. And in terms of land matters,</p> <p>17 what is the role of HCC in respect of land</p> <p>18 matters?</p> <p>19 A. Well, because of -- we mentioned</p> <p>20 earlier, then, the land is held collectively.</p> <p>21 The Chiefs have a responsibility to protect our</p> <p>22 holding of that land. And so, land matters have</p> <p>23 been on the Haudenosaunee larger agenda as long</p> <p>24 as the colonists arrived.</p> <p>25 215 Q. Because land is a collective</p>	

70	<p>1 right of the people?</p> <p>2 A. Well, again, you know, these</p> <p>3 words are loaded, as you know, under your legal</p> <p>4 system, about a "collective right." But people</p> <p>5 have a responsibility to maintain this</p> <p>6 relationship to their mother, the earth. And</p> <p>7 it's codified within our culture and our</p> <p>8 expressions and all of that stuff. So our</p> <p>9 society is more about responsibility than trying</p> <p>10 to exercise ethnocentric notions of rights.</p> <p>11 216 Q. Were you at any meetings where</p> <p>12 Council discussed the formation of an Ontario</p> <p>13 company, 243 Ontario? It's a party to this</p> <p>14 proceeding.</p> <p>15 A. No, I wasn't at that meeting.</p> <p>16 MR. DUMIGAN: And, to be clear,</p> <p>17 Mr. Kaufman, 243 Ontario is not a party to this</p> <p>18 proceeding.</p> <p>19 MR. KAUFMAN: Fair enough.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 217 Q. You're aware who -- what we</p> <p>22 call -- 243 Ontario is?</p> <p>23 A. Not really. I don't have</p> <p>24 specific information about what it is and what</p> <p>25 it does. Just some general discussions about</p>	72
71	<p>1 what happened in the Council around the need for</p> <p>2 a mechanism to recover land.</p> <p>3 218 Q. Were you at any meetings where</p> <p>4 the creation of 243 Ontario was discussed at</p> <p>5 Council?</p> <p>6 A. Not that I can recall, because I</p> <p>7 don't ever remember that being mentioned, that</p> <p>8 particular name being mentioned in the Council</p> <p>9 meetings. But I wasn't at every meeting.</p> <p>10 219 Q. Subject to the undertakings and</p> <p>11 the matters taken under advisement and any</p> <p>12 refusals, I have no further questions. Thank</p> <p>13 you very much, Mr. Hill.</p> <p>14 A. Thank you.</p> <p>15 MR. DUMIGAN: Thank you, counsel. Do</p> <p>16 we have any examination from Canada or Ontario?</p> <p>17 I know we've got the Band's lawyer examining</p> <p>18 this afternoon.</p> <p>19 MR. JUNAID: Yes. I'm -- it's Hasan</p> <p>20 Junaid. I will be asking some questions.</p> <p>21 MR. DUMIGAN: Okay.</p> <p>22 MR. TORTELL: Ontario doesn't have any</p> <p>23 questions for this affiant.</p> <p>24 MR. DUMIGAN: Thank you, Mr. Tortell.</p> <p>25 MR. JUNAID: Am I good to proceed,</p>	73
	<p>1 Madam Court Reporter?</p> <p>2 THE REPORTER: Yes, counsel, go ahead.</p> <p>3 MR. JUNAID: Thank you.</p> <p>4 CROSS-EXAMINATION BY MR. JUNAID:</p> <p>5 220 Q. Good morning, Mr. Hill.</p> <p>6 A. Good morning.</p> <p>7 221 Q. One second.</p> <p>8 Mr. Hill, I'm Hasan Junaid. I'm</p> <p>9 counsel for the Attorney General of Canada. In</p> <p>10 your affidavit, you say that you are a historian</p> <p>11 by practice.</p> <p>12 Are you also a historian by training?</p> <p>13 A. Well, I guess it depends on how</p> <p>14 you define that training. My work at the</p> <p>15 university certainly required me to do a lot of</p> <p>16 historical research in order to teach. The</p> <p>17 territorial work I've done, working with</p> <p>18 histories and learning about historical methods</p> <p>19 and working with archaeologists on the same. So</p> <p>20 I don't have a particular degree in that matter,</p> <p>21 but my life experience, as such, provided an</p> <p>22 equivalent experience as a historian.</p> <p>23 222 Q. So within the area of history</p> <p>24 that you study, you speak of the history of the</p> <p>25 Great Law and its content.</p>	
	<p>1 Do you also consider yourself an</p> <p>2 expert in the application of the Great Law</p> <p>3 through history until the present time?</p> <p>4 A. Well, we are very leery, as a</p> <p>5 people, to name anybody as an expert because we</p> <p>6 all share this knowledge and information. And</p> <p>7 I'm just one of many who spent their life trying</p> <p>8 to learn its deeper meaning. So a lot of people</p> <p>9 turn to me, now that I have grey hair and am</p> <p>10 getting older, you know, as somebody who is</p> <p>11 knowledgeable about this. But "expert" is a</p> <p>12 term we shy away from.</p> <p>13 223 Q. But you would be able to speak</p> <p>14 about both how the Great Law is meant to be</p> <p>15 applied and how it is applied, on both.</p> <p>16 A. Well, "meant to be applied,"</p> <p>17 that's a little difficult. But I understand</p> <p>18 what you're saying, but, yes, I understand the</p> <p>19 nature of the law, how it's intended to work,</p> <p>20 but also how it has worked through history.</p> <p>21 224 Q. Thank you. You indicated that</p> <p>22 your source of historical information is written</p> <p>23 and oral history.</p> <p>24 Is the written history from</p> <p>25 Haudenosaunee sources, colonial sources or</p>	

<p style="text-align: right;">74</p> <p>1 otherwise?</p> <p>2 A. All of the above. Written</p> <p>3 history comes from the French, the Dutch, the</p> <p>4 English, the Canadians, the Americans, but also</p> <p>5 some of our own people have commented on history</p> <p>6 through time. We have historic quotes of our</p> <p>7 leaders going back to the 17th Century, and then</p> <p>8 combine that with the oral history. So I've</p> <p>9 been taught it's always a delicate balance</p> <p>10 between the two. Just because it's written</p> <p>11 doesn't mean it's true. And just because it's</p> <p>12 said by an old person doesn't make it an oral</p> <p>13 history. You have to really dig a little bit</p> <p>14 deeper to find out what the real facts are.</p> <p>15 225 Q. So you've studied both the</p> <p>16 written and the oral history?</p> <p>17 A. Yes.</p> <p>18 226 Q. So I'm going to go through</p> <p>19 different time periods here. I have some</p> <p>20 questions about pre-Confederacy Iroquois</p> <p>21 Nations.</p> <p>22 Prior to Confederacy, were -- each of</p> <p>23 the five nations -- and then, later on,</p> <p>24 Six Nations -- were they all politically</p> <p>25 independent?</p>	<p style="text-align: right;">76</p> <p>1 called a War Chief took over, and these were</p> <p>2 communities, then, that were trying to hurt each</p> <p>3 other. So it was governance by force, and</p> <p>4 that's what the Great Law tried -- put an end</p> <p>5 to.</p> <p>6 229 Q. But in terms of outside of a war</p> <p>7 context, did each nation -- pre-Confederacy --</p> <p>8 were they responsible for their own affairs?</p> <p>9 A. Well, that's what's hard to</p> <p>10 determine because the oral history said it was</p> <p>11 chaos, roaming bands of warriors just going</p> <p>12 about killing each other. For what purposes,</p> <p>13 it's hard to say. So it's a very dark period in</p> <p>14 our history where, then -- so that's what's</p> <p>15 really hard to say is how, then, did they govern</p> <p>16 themselves other than the war leaders saying,</p> <p>17 Well, let's go on another fight.</p> <p>18 230 Q. So other than war leaders, were</p> <p>19 there clans pre-Confederacy? Did each of the</p> <p>20 nations have their own clans?</p> <p>21 A. Well, there's one version of the</p> <p>22 story, yes, that their clans were formed quite</p> <p>23 early. But the Great Law also reorganizes those</p> <p>24 clans and turns them into the political units</p> <p>25 that we know them today.</p>
<p style="text-align: right;">75</p> <p>1 A. I think what oral history</p> <p>2 explains is that, yeah, there were groups of the</p> <p>3 original five communities, say, like, the</p> <p>4 Mohawks. Whether they actually had nationhood</p> <p>5 as defined by the Great Law is another question.</p> <p>6 But, certainly, there were communities of</p> <p>7 Mohawks, Senecas, Onondagas and that, that began</p> <p>8 to clash and that's why the Great Law came about</p> <p>9 to put peace -- to create peace among those</p> <p>10 original five nations.</p> <p>11 227 Q. Okay. So you wouldn't use the</p> <p>12 phrase "politically independent," or would you?</p> <p>13 A. Well, it's hard to understand</p> <p>14 what the politics were back in, you know, the</p> <p>15 year 900. So I would say that they were</p> <p>16 communities focused primarily on their own needs</p> <p>17 and that what they -- their nationhood, as we</p> <p>18 understand it, was probably derived from the</p> <p>19 Great Law that then stood up leaders. So it's</p> <p>20 an interesting transition.</p> <p>21 228 Q. But still going to the</p> <p>22 pre-Confederacy period, was each nation</p> <p>23 considered to have complete responsibility over</p> <p>24 its governance and affairs?</p> <p>25 A. Well, what happened is what's</p>	<p style="text-align: right;">77</p> <p>1 231 Q. I see. So they are not -- they</p> <p>2 were not completely analogous to the clans that</p> <p>3 exist today?</p> <p>4 A. Yes. And whether they even had</p> <p>5 Clan Mothers is a question prior to the</p> <p>6 Confederation of the Great Law.</p> <p>7 232 Q. Okay. So there's a -- I was</p> <p>8 actually going to get to that next. What was</p> <p>9 their system of Chiefs and Clan Mothers within</p> <p>10 each of the nations? And you already, sort of,</p> <p>11 started hinting at that.</p> <p>12 A. So if you think of the term Chief</p> <p>13 and Clan Mother, even though those aren't our</p> <p>14 terms; those are English ways of explaining -- I</p> <p>15 think in the affidavit, I talk a little bit</p> <p>16 about that -- that system was as a result of the</p> <p>17 formation of the Great Law.</p> <p>18 233 Q. So there weren't titles</p> <p>19 pre-Confederacy that made their way over</p> <p>20 post-Confederacy of Chief and Clan --</p> <p>21 A. No. Yes, so there was a</p> <p>22 retitling of all of the leaders under the</p> <p>23 Great Law.</p> <p>24 234 Q. So the 50 Chiefs, that was not --</p> <p>25 those were not in existence prior to</p>

<p>1 Confederacy?</p> <p>2 A. No.</p> <p>3 235 Q. I do want to just hone in a</p> <p>4 little bit more on this pre-Confederacy period.</p> <p>5 I know you are speaking about the difficulty in,</p> <p>6 sort of, pinpointing that time.</p> <p>7 But could each nation -- and I'm going</p> <p>8 to go through some examples -- could each nation</p> <p>9 decide whom to trade with without regards to</p> <p>10 other nations?</p> <p>11 A. Well, we can assume there was a</p> <p>12 pre-existing trading network, because this is</p> <p>13 all before the Europeans arrived. So yes, there</p> <p>14 was a trading network and people would go on war</p> <p>15 parties to various territories.</p> <p>16 So we don't know a whole lot about</p> <p>17 that period because, again, it was meant to be</p> <p>18 put away. You no longer think about that, you</p> <p>19 no longer do that. So we don't have a lot of</p> <p>20 information about what, like, the day-to-day</p> <p>21 lifestyle of the people prior to Confederation</p> <p>22 was like.</p> <p>23 236 Q. All right. Before I move off</p> <p>24 that, though, you mentioned war hood [sic] and</p> <p>25 you mentioned the War Chief.</p>	<p>78</p> <p>1 239 Q. I believe he said clans and</p> <p>2 Clan Mothers came about as a result of the</p> <p>3 Confederacy. But I don't recall -- and Mr. Hill</p> <p>4 can, obviously, clarify that nations were</p> <p>5 developed.</p> <p>6 A. Yeah, I thought that's what I</p> <p>7 said is that the nations resulted from the</p> <p>8 formation of the Confederacy, where, then,</p> <p>9 there's the Mohawk Nation, the Onondaga Nation.</p> <p>10 So --</p> <p>11 240 Q. So those were the Confederacy?</p> <p>12 A. Yes. So it's a very difficult</p> <p>13 time to try to figure out what was going on,</p> <p>14 other than the oral history, it talks about the</p> <p>15 chaos of the time.</p> <p>16 241 Q. So, then, I will move to the</p> <p>17 period where the Confederacy has been created,</p> <p>18 but prior to the American Revolution. So that's</p> <p>19 the time period --</p> <p>20 A. Yes.</p> <p>21 242 Q. -- of my next question. So now</p> <p>22 that -- after Confederacy, what was the impact</p> <p>23 on -- and I know you've spoken about it was hard</p> <p>24 to understand the creation of the Nation. But</p> <p>25 what was the impact on each nation's ability to</p>
<p>79</p> <p>1 In the pre-Confederacy days, could a</p> <p>2 nation -- could each nation decide to wage war?</p> <p>3 A. That's what's unclear. Were</p> <p>4 these just rogue War Chiefs? They did whatever</p> <p>5 they did? Did they organize into nations and</p> <p>6 sides of a couple nations joining in? We don't</p> <p>7 know.</p> <p>8 237 Q. Okay. So I'm going to put a word</p> <p>9 out there. And I completely understand it's a</p> <p>10 concept that may not exist, but I'm sort of</p> <p>11 looking at the issues of jurisdiction.</p> <p>12 Like, what control did each nation</p> <p>13 have within their nation pre-Confederacy days.</p> <p>14 So there -- would there be any other examples</p> <p>15 you could give of how you would know that the</p> <p>16 nations would organize and, essentially, the</p> <p>17 jurisdiction they would have over their own</p> <p>18 affairs --</p> <p>19 A. Okay.</p> <p>20 238 Q. -- in the pre-Confederacy days?</p> <p>21 MR. DUMIGAN: One clarification there.</p> <p>22 Mr. Hill has already answered that nationhood</p> <p>23 was something that came about as a result of</p> <p>24 Confederacy.</p> <p>25 BY MR. JUNAID:</p>	<p>81</p> <p>1 govern itself after the nations were united?</p> <p>2 A. Well, the key purpose of the</p> <p>3 Great Law was to get people to rethink what</p> <p>4 they're doing, to change the nature of their</p> <p>5 mind and not wanting to have a blood vengeance</p> <p>6 and turning to realizing that we're all one</p> <p>7 family, and to put an end to the fight. So that</p> <p>8 was the most immediate consequence is that our</p> <p>9 men stopped killing one another.</p> <p>10 That allowed people, then, to gather</p> <p>11 into the clans and to discuss these matters</p> <p>12 using reason. So you could say, to address your</p> <p>13 question, it was the -- establishing that reason</p> <p>14 will be the methodology by which we will come up</p> <p>15 with mutual decisions, by using the "power of</p> <p>16 the good mind," as we call it.</p> <p>17 243 Q. So at this point, was there an</p> <p>18 allocation of responsibility between each nation</p> <p>19 and the federal level? And when I speak about</p> <p>20 federal level, I have a few questions in this</p> <p>21 same vein. I mean the Grand Council at</p> <p>22 Onondaga.</p> <p>23 Was there an allocation of</p> <p>24 responsibility between each of the nations and</p> <p>25 Onondaga?</p>

<p style="text-align: right;">82</p> <p>1 A. Yes. So the Senecas were given 2 the responsibility to be the keepers of the 3 western door, to protect the Confederacy from 4 any enemies that might be coming from the west. 5 Mohawks had that responsibility to do the same 6 thing. 7 So if you think of the Confederacy as 8 one big longhouse that stretches from one end of 9 our territory to the other, the nations are let 10 out between that. So the Onondagas in the 11 middle are the capital of the Haudenosaunee. 12 They are the fire keepers, where the Grand 13 Council is held. They are also the wampum 14 keepers from on behalf of the Haudenosaunee. 15 244 Q. So within each of those nations, 16 as you plotted them out geographically, what 17 about the uses of land -- uses and protection of 18 land and territory between each of the nations 19 and the federal level? Was that allocated for? 20 A. Well, there's one point in the 21 Great Law where the Peacemaker said, "I am 22 stamping down the bushes between our 23 territories." Because the assumption is part of 24 the original fight was over turf. But he is 25 saying, One people, One land. And then he put</p>	<p style="text-align: right;">84</p> <p>1 deal with and what the federal level would deal 2 with. 3 A. Right. So the Council of Chiefs 4 for each nation had a responsibility to resolve 5 those local matters between the clans, the 6 relationship to where they lived to make sure 7 people aren't infringing upon that. 8 When they couldn't resolve things, 9 then it goes to the Grand Council to then all 10 the nations are helping them mediate that 11 dispute by using again a good mind. 12 247 Q. And what about relationships with 13 nonindigenous governments. 14 Was there an allocation of 15 responsibility between each nation and the 16 federal level? 17 A. Well, never talked about the next 18 era, right, with the colonists. 19 248 Q. Yes. With nonindigenous 20 governments whether it was the colonists, 21 whether it was any other community that they may 22 have encountered? 23 A. Well, the Europeans brought with 24 them some pretty strange notions about law and 25 order, and I think our people, it took them a</p>
<p style="text-align: right;">83</p> <p>1 that responsibility to Chiefs and Clan Mothers 2 to protect that: One people, One land, One law. 3 245 Q. Were there also an allocation of 4 responsibility with the respect -- and when I 5 say responsibility, it's what the Grand Council 6 at Onondaga would deal with and each of the 7 nations would deal with, with respect to trade 8 with different people? 9 A. I can't recall within the 10 historic record or the oral tradition about that 11 other than what the Great Law brought was 12 this -- reinforced this tradition, what we call 13 the "dish with one spoon," that everybody has an 14 equal right to harvest from the land what they 15 need for medicine and food. 16 So, it, really, was a sharing. That 17 was the economic philosophy. That was the 18 cultural principles. And that was law: We are 19 going to share. 20 246 Q. That was the principle. But 21 and -- I'm speaking in terms of if, within a 22 nation, there is an issue with respect to trade 23 or protection of land and territory, within a 24 nation, I'm talking about the division of 25 responsibility between what the Nation would</p>	<p style="text-align: right;">85</p> <p>1 long time to understand just what was going on. 2 And so then our Chiefs became more concerned 3 about helping advise people to be careful about 4 interacting with these folks. 5 So there's general agreement, you 6 could say that's what the treaties were or how 7 trade is going to be regulated, but as we know, 8 humans did not always abide by those, 9 particularly the Europeans. They often 10 perverted their own system for private 11 advantage, and a lot of chaos broke out as a 12 result of that. 13 249 Q. When we were talking about 14 agreements, were they always at the federal 15 level when we're dealing with outsiders, or 16 nonindigenous folk? Was it always done at the 17 federal level or would each nation be able to 18 engage in those discussions themselves? 19 A. It was a little bit of both 20 because in the oral narrative of the Two Row, 21 it's the Mohawks meeting the Dutch, and they 22 make this agreement. But then in the continuing 23 narrative, it explains how that agreement then 24 got extended to the Oneidas, and the Onondagas, 25 Cayugas, and the Senecas. So then it becomes a</p>

86	<p>1 collective agreement.</p> <p>2 So think of it this way, individual</p> <p>3 nations, particularly the Mohawks who are</p> <p>4 encountering the first tidal wave of</p> <p>5 colonization, had to deal with a lot of tricky</p> <p>6 matters with the French, the Dutch, and later</p> <p>7 the English. But even the historic record says</p> <p>8 that those big matters would always go back to</p> <p>9 Grand Council for the ultimate adjudication.</p> <p>10 250 Q. The Mohawks were able to deal</p> <p>11 with the Dutch themselves at a national level,</p> <p>12 at a nation level?</p> <p>13 A. Yes. But when some of there</p> <p>14 dealings might cause disruption or harm to the</p> <p>15 other nations, then the Confederacy would step</p> <p>16 in and try to get mitigate those differences.</p> <p>17 251 Q. So they were able to deal up to</p> <p>18 the point where it affected just their nation,</p> <p>19 and then when it -- so they were able to deal</p> <p>20 with the Dutch as the Mohawk, as their own</p> <p>21 nation?</p> <p>22 A. But as you can probably</p> <p>23 understand some of these matters even though the</p> <p>24 Mohawks were dealing with them, they had a big</p> <p>25 impact on all of us by letting us -- you know,</p>	88
87	<p>1 when alcohol starts flowing, when missionaries</p> <p>2 arrive, when the military arrives.</p> <p>3 So it's very hard to say that that was</p> <p>4 just a Mohawk nation matter because it affected</p> <p>5 all of us because the concept of us, what</p> <p>6 affects one of us, it affects all of us.</p> <p>7 So the other nations and the Chiefs</p> <p>8 would always be providing some guidance to even</p> <p>9 individual nations about how to conduct</p> <p>10 themselves with the newcomers.</p> <p>11 252 Q. What about internally? What</p> <p>12 about dealings with wrongs between people,</p> <p>13 between intra-nation, intra-clan, inter-nation,</p> <p>14 what was the allocation of responsibility with</p> <p>15 what the Nation would deal with and what the</p> <p>16 federal level would deal with?</p> <p>17 A. Well, that kind of goes back to</p> <p>18 my issue about bundling up a responsibility to</p> <p>19 representative, to go to a council to address</p> <p>20 the matters. Sometimes they were bundled up at</p> <p>21 the local level, the Mohawks would send people,</p> <p>22 sometimes a couple of nations would send people,</p> <p>23 sometimes the Confederacy would send people.</p> <p>24 So it kind of depends on the nature of</p> <p>25 the event and how dramatic and drastic it was</p>	89
	<p>1 and what kind of harm it was causing. But --</p> <p>2 253 Q. Would the Nation -- oh, sorry,</p> <p>3 apologies.</p> <p>4 A. So think of it this way: We sent</p> <p>5 ambassadors to meet with these foreign</p> <p>6 governments to try to mitigate harm being done</p> <p>7 or to advance economic trade or whatever else.</p> <p>8 So there's a constant dialogue between our</p> <p>9 nations and the Confederacy and the Crown for</p> <p>10 focusing on the English.</p> <p>11 254 Q. In here, when you say ambassador,</p> <p>12 who do you mean?</p> <p>13 A. These would be delegates</p> <p>14 appointed by the Nation Council or the Grand</p> <p>15 Council to represent our interests when they go</p> <p>16 to negotiate on the matter.</p> <p>17 255 Q. And here you're not speaking</p> <p>18 Chiefs or Clan Mothers when you say ambassadors?</p> <p>19 A. No. Because, unfortunately, we</p> <p>20 learned, several times we did send Chiefs, the</p> <p>21 French captured them and executed them. So that</p> <p>22 then we decided we are not going to put the</p> <p>23 Chiefs or Clan Mothers at risk. We will send</p> <p>24 these ambassadors as these delegates to --</p> <p>25 256 Q. So that's -- apologies. There is</p>	

<p style="text-align: right;">90</p> <p>1 it; they can't do it, then it goes up their side 2 of the house, so the younger elder brothers. If 3 they can't do it, then it goes to the 4 Confederacy. 5 So there's many levels or 6 opportunities to resolve the matter before it 7 becomes in front of all of the Chiefs. 8 257 Q. Are these spelled out or is this 9 the way that things were done in practice? 10 A. A little bit of both. So it's 11 part of the instructions that are encoded in 12 these wampum belts that hold the Great Law, and 13 then it's the customary practice of putting that 14 into play. And both of them become important 15 because you remember what your grandparents did, 16 you remember what your parents did to resolve 17 these matters. And you are reinforcing the 18 Great Law by your personal conduct. 19 258 Q. Are there any specific examples 20 that you can think of where an allocation of 21 responsibility is explicitly spelled out that, 22 This is dealt with by the nations themselves, or 23 This is dealt by the federal level? 24 A. Well, when the Jesuits made a 25 proposal back in the 17th Century to establish a</p>	<p style="text-align: right;">92</p> <p>1 share that. 2 260 Q. In this period that I'm referring 3 to, again post-Confederacy, or a -- one 4 Confederacy was established but prior to the 5 American Civil War, there was no -- sorry -- 6 American Revolutionary War -- I apologize -- 7 there was no Council Fire and no Grand Council 8 at Grand River. Would I be correct in saying 9 that? 10 A. Prior to the American Revolution, 11 yes, that's true. 12 261 Q. All right. So now I will go to 13 the period after the American Revolution. 14 We do know that Haudenosaunee 15 communities began to spread out geographically 16 after the American Revolution. I'd like to turn 17 you to paragraph 30 of your first affidavit. I 18 can read out the section. Unless you need me to 19 put it up on the screen, once you get there, I 20 can read the section out for you, the relevant 21 section. 22 MR. DUMIGAN: Sorry, counsel, what 23 paragraph is that? 24 MR. JUNAID: Paragraph 30 of the first 25 affidavit.</p>
<p style="text-align: right;">91</p> <p>1 mission in every one of our communities, the 2 Mohawks already had prior experience with them, 3 and it wasn't very good, and they were opposed 4 to this idea. 5 But the rest of the Confederacy felt 6 in order to build diplomatic relations with the 7 French and include trade, they would allow these 8 Jesuit missions to be established. So they came 9 to one mind on it, the Mohawks may have 10 disagreed, but under our system, you have to 11 come to one mind. You express your displeasure, 12 you try to argue for your point of view, but if 13 the majority opinion is, No, we are going to 14 accept these missions, then that's what 15 happened. And then so at one point, there was a 16 Jesuit mission in each of our nations. 17 259 Q. But was this an example where 18 they had to go to the federal level for a 19 solution? 20 A. Yes. In part because of the 21 Mohawk experience that they were trying to share 22 with people, Well, this is our concern. And 23 that then helps the nations, other nations, come 24 up with a kind of defensive mechanism, you know 25 In other words, we learn by experience, and we</p>	<p style="text-align: right;">93</p> <p>1 MR. DUMIGAN: Thank you. 2 BY MR. JUNAID: 3 262 Q. Mr. Hill, are you at the section? 4 You have accidentally hit the mute button, 5 Mr. Hill. There you go. 6 A. Yes. 7 263 Q. Okay. So at paragraph 30, you 8 state: 9 "In the aftermath of the American 10 Revolutionary War and given the 11 involvement of that Haudenosaunee 12 warriors on each of the opposing 13 sides, the Chief and Clan Mothers 14 resolve to split the Council Fire, 15 i.e. the place where the Haudenosaunee 16 Chiefs hold government meetings, with 17 half of the Council Fire going to 18 Ohsweken in Grand River, and the other 19 half to Onondaga Nation in central New 20 York." 21 I just want to make sure, the Council 22 Fire that had been only at Onondaga was now 23 split, half went to the Grand River and the Fire 24 that remained at Onondaga was called the Grand 25 Council?</p>

<p style="text-align: right;">94</p> <p>1 A. Yes. I just want to make a 2 clarification, though. Even though there wasn't 3 a Fire at Grand River, the Haudenosaunee 4 considered that their collective territory. 5 They had villages on the north shore of Lake 6 Ontario, they had villages throughout the 7 tracks. So that Grand Council was still 8 governing the whole broad expanse of 9 Haudenosaunee territory.</p> <p>10 264 Q. So just to reiterate what you're 11 saying: At the time when Haudenosaunee 12 communities, prior to the American Revolution, 13 when they were moving even into what is today 14 Canadian -- present-day Canada, they were still 15 governed by -- or they were still -- the Council 16 Fire was still the one at Onondaga, New York?</p> <p>17 A. Well, it's a question of whether 18 it is present-day Canada or it's Haudenosaunee 19 territory, of course. That's for another time.</p> <p>20 But I think -- yeah, so and to think 21 of it this way, it's one fire. The one set of 22 rules that apply, it's just because of the 23 animosity that took place between a nation 24 because of individuals deciding to go against 25 the Chiefs and fight.</p>	<p style="text-align: right;">96</p> <p>1 resolution?</p> <p>2 A. They had a Council meeting. It 3 was at Fort Niagara where the majority of the 4 Haudenosaunee were in residence being chased 5 there by the Americans. They discussed this 6 matter and they say it was the Clan Mothers who 7 decided to send -- when they are going to go to 8 different communities, not only will the embers 9 from the Council Fire go over to kindle the 10 Council Fire in Ohsweken, but some of the wampum 11 belts would go with them as well.</p> <p>12 269 Q. Was this a resolution?</p> <p>13 A. Well, it's the result of our 14 Chiefs and Clan Mothers meeting, if that's what 15 you mean by resolution, yeah. It wasn't like a 16 formal thing, you know, like a resolution as we 17 know it today, you know, therefore, be it 18 resolved, but it was an agreement that this is 19 the way they are going to move forward. But 20 the --</p> <p>21 270 Q. Does the agreement -- sorry. 22 Apology. Go ahead.</p> <p>23 A. But there was also a stipulation 24 that, one day, we will come back as one people.</p> <p>25 271 Q. So that decision to split the</p>
<p style="text-align: right;">95</p> <p>1 They had to kind of -- like a prize 2 fight, you ring the bell, you go back to neutral 3 corners for a while, but the rules still apply, 4 and then that allowed the Grand River community 5 to govern itself according to the mandates of 6 the Great Law.</p> <p>7 265 Q. I will get a little bit more 8 deeper into the Council Fire matter. I did want 9 to ask, there was a resolution that accomplished 10 this split of the Council Fire. Did that 11 resolution form part of the Great Law, the 12 resolution that was made?</p> <p>13 A. What resolution are you speaking 14 of?</p> <p>15 266 Q. If you turn to paragraph 30 of 16 your affidavit, your first affidavit.</p> <p>17 A. Yeah.</p> <p>18 267 Q. I'm going to read the first line 19 for you. In the aftermath of the American 20 Revolutionary War and given the involvement of 21 Haudenosaunee warriors on each of the opposing 22 sides, the Chiefs and Clan Mothers resolved to 23 split the Council Fire?</p> <p>24 A. Yes.</p> <p>25 268 Q. Does that mean there was a</p>	<p style="text-align: right;">97</p> <p>1 Council Fire, does that form part of the 2 Great Law?</p> <p>3 A. No. I think of it this way, it 4 was an extemporaneous application of the 5 Great Law. How do we continue the law when our 6 men have spilled each other's blood? Well, you 7 got to calm down for a while. You got to 8 express the condolence. You got to let that 9 wound heal. And you use the traditions and the 10 values and the beliefs of the Great Law to lead 11 to that reconciliation.</p> <p>12 272 Q. So when the split of the Council 13 Fire happened, turning to the Great Law as a 14 matter of Great Law, did the responsibilities of 15 the two councils, the one in Ohsweken and in the 16 one in Onondaga, are those responsibilities 17 defined in the Great Law?</p> <p>18 A. Not in the Great Law but as a 19 consequence of the Great Law. Think of it this 20 way. The Great Law includes the decisions that 21 the Grand Council makes. So there's the oral 22 narrative, there's the protocols, there's the 23 operation of the Council, and then when the 24 Chiefs make a determination, a law, it becomes 25 the law of the land, so that gets added to the</p>

98	<p>1 Great Law.</p> <p>2 273 Q. So in the existing Great Law,</p> <p>3 were the responsibilities of the councils at</p> <p>4 Onondaga and Ohsweken provided for?</p> <p>5 A. Yes. So when they split the</p> <p>6 fire, they explained to people why and what the</p> <p>7 responsibilities are going to be, and,</p> <p>8 generally, what they said was that the Council</p> <p>9 at Grand River will maintain the Covenant Chain</p> <p>10 with the Crown, and the Council at Onondaga will</p> <p>11 maintain a Covenant Chain relationship to the</p> <p>12 new United States.</p> <p>13 At the same time, it wasn't, like, a</p> <p>14 total split. It wasn't like East and West</p> <p>15 Germany. The two groups of people still</p> <p>16 operated under the same law and would still meet</p> <p>17 together. The Chiefs at Grand River would</p> <p>18 travel to Onondaga to be part of the Grand</p> <p>19 Council. Any condoled leader, anyone who's put</p> <p>20 up formally as a Chief participates in the Grand</p> <p>21 Council.</p> <p>22 274 Q. So is this the application of the</p> <p>23 Great Law, or was this contained within the</p> <p>24 Great Law, the responsibilities, the ability to</p> <p>25 work together, the ability to have their</p>	100	<p>1 these two Council Fires.</p> <p>2 276 Q. But the Great Law didn't say how</p> <p>3 that -- did it say how that was to be achieved</p> <p>4 or how that would function?</p> <p>5 A. No. Like, it gives you</p> <p>6 principles, it gives you values, and it gives</p> <p>7 you a little bit of the procedure by which we</p> <p>8 arrived at a decision. It doesn't mandate what</p> <p>9 the decision is going to be.</p> <p>10 277 Q. So the principles, they're not</p> <p>11 about a split council, they are about the</p> <p>12 decision-making behind them?</p> <p>13 A. Well, no, the principle is to try</p> <p>14 to perpetuate peace, so that's what it was.</p> <p>15 That's the way that they could maintain peace</p> <p>16 among their people at the time.</p> <p>17 278 Q. So I'd like to refer you to a</p> <p>18 specific comment. If you could go to</p> <p>19 paragraph 32 of your first affidavit?</p> <p>20 A. Yes, yeah.</p> <p>21 279 Q. And this go to a little bit of</p> <p>22 what you just said earlier. Two parts of the</p> <p>23 Council Fire remain. The HCCC deals with</p> <p>24 matters involving the Crown, whereas the Grand</p> <p>25 Council deals with matters involving all</p>
99	<p>1 separate areas of responsibility? Is that in</p> <p>2 the Great Law, is that coming from the</p> <p>3 Great Law, or is that an application of the</p> <p>4 Great Law?</p> <p>5 A. Well, it's a little bit of both</p> <p>6 because what the Peacemaker said was, I've laid</p> <p>7 out his plan for you, now it's up to you to make</p> <p>8 it work. So making it work at that time was</p> <p>9 this decision to split the fire until the time</p> <p>10 when we can heal the wounds from war.</p> <p>11 275 Q. But would it be correct to say</p> <p>12 that it wasn't an explicit separation of</p> <p>13 responsibilities or powers that were provided</p> <p>14 within the Great Law?</p> <p>15 A. Well, I guess that's a little bit</p> <p>16 of semantics. If the Great Law does empower the</p> <p>17 Chiefs to make these kinds of decisions because</p> <p>18 we don't -- given colonization and all that it</p> <p>19 did -- they faced a very different kind of an</p> <p>20 agenda than they did prior to the arrival of the</p> <p>21 Europeans.</p> <p>22 So the Great Law gave them a mechanism</p> <p>23 by which you can come to one mind and apply</p> <p>24 that, and that's what they did at Fort Niagara.</p> <p>25 We came to one mind that we're going to have</p>	101	<p>1 Haudenosaunee territories.</p> <p>2 What is the scope of territories you</p> <p>3 are referring to that comes under the</p> <p>4 responsibility of the Grand Council at Onondaga?</p> <p>5 A. Well, if you talk to some old</p> <p>6 people, they would say from where the sun rises</p> <p>7 in the east to where it sets in the west.</p> <p>8 That's how big our territory was, and it also is</p> <p>9 kind of time-dated because we had more territory</p> <p>10 growing throughout the era of colonization.</p> <p>11 So we had a wide swath of territory</p> <p>12 from about Vermont up to into Quebec, all across</p> <p>13 Southern Ontario, into the Ohio Valley, New</p> <p>14 York, and Pennsylvania. It's a huge -- in fact,</p> <p>15 one historian said that the territory of the</p> <p>16 Haudenosaunee was larger than that held by the</p> <p>17 Roman Empire at its height. So it was a vast</p> <p>18 amount of territory.</p> <p>19 280 Q. But in terms of the Grand</p> <p>20 Council, the one that's at Onondaga, what is the</p> <p>21 scope of the territories that's under their</p> <p>22 responsibility?</p> <p>23 A. They consider all of that to</p> <p>24 still be their responsibility. In many ways,</p> <p>25 and I know sometimes this is hard to understand,</p>

102	<p>1 but it's all the earth. The earth is our</p> <p>2 mother. We have a responsibility to all of</p> <p>3 that. This isn't property, but it's that</p> <p>4 relationship. So they seldom segmented that and</p> <p>5 say, Okay, well, this is your responsibility for</p> <p>6 her head, this is your responsibility for her</p> <p>7 arm or her toes. They took it collectively that</p> <p>8 they all have a responsibility to maintain this</p> <p>9 relationship to the earth, protect it now. It</p> <p>10 didn't always work well, but that was the</p> <p>11 philosophy.</p> <p>12 281 Q. So that is the responsibility of</p> <p>13 the Grand Council at Onondaga?</p> <p>14 A. Well, all Haudenosaunee Chiefs,</p> <p>15 no matter where you sit, have that</p> <p>16 responsibility. So that's what's hard to</p> <p>17 separate here between what's the difference</p> <p>18 between the HCC and the Grand Council because</p> <p>19 the Chiefs that sit in the HCC also sit in the</p> <p>20 Grand Council, so they're really all part of the</p> <p>21 same thing, and maybe I've misstated this here</p> <p>22 in that the Grand Council deals with a whole</p> <p>23 variety of matters. Not just about -- it almost</p> <p>24 implies here that it only involves land matters,</p> <p>25 but, no, it's a wide variety of treaty matters</p>	104
103	<p>1 or relationship matters or economic matters, all</p> <p>2 of that kind of stuff.</p> <p>3 282 Q. The reason I ask is there is a</p> <p>4 split in this section of your affidavit where</p> <p>5 you say, there was a split in the Council Fire.</p> <p>6 The HCCC deals with matters involving the Crown,</p> <p>7 whereas the Grand Council, which, I'm assuming,</p> <p>8 here means the Council at Onondaga, deals with</p> <p>9 matters involving all Haudenosaunee territory.</p> <p>10 That's why I was -- I'm trying to just find the</p> <p>11 parameters of the responsibilities of the Grand</p> <p>12 Council at Onondaga, where it says, all</p> <p>13 Haudenosaunee territories. Is it the internal</p> <p>14 territory, is it the borders?</p> <p>15 A. Yeah, it's all of the above, and,</p> <p>16 at the same time, the HCC deals with all</p> <p>17 territorial matters involving the Crown, so all</p> <p>18 what's considered Haudenosaunee landholdings</p> <p>19 above the St. Lawrence/Niagara River is also</p> <p>20 their responsibility.</p> <p>21 And that's the difference between us</p> <p>22 and, say, a Band Council, who's only responsible</p> <p>23 for that little postage stamp. We're</p> <p>24 responsible for the whole breadth of our</p> <p>25 territory.</p>	105
	<p>1 283 Q. So would that read then, The</p> <p>2 Grand Council deals with matters involving all</p> <p>3 Haudenosaunee territories except the -- I'm just</p> <p>4 trying to get the difference between these two.</p> <p>5 A. Yeah, both, yeah.</p> <p>6 284 Q. Yeah.</p> <p>7 A. No. They both deal with all</p> <p>8 Haudenosaunee territory matters. It just</p> <p>9 that -- who leads the discussion on that matter?</p> <p>10 And if it came to a big resolution, yes, the</p> <p>11 Grand Council would have their say in that</p> <p>12 resolution.</p> <p>13 The Grand Council represents all of</p> <p>14 the Haudenosaunee people, all of them, no matter</p> <p>15 where they reside, and so -- so that's what you</p> <p>16 have to take into consideration because, again,</p> <p>17 it's supposed to be one people, one land, one</p> <p>18 mind, one law, and so it isn't as if one</p> <p>19 counteracts the other or it's one -- you know,</p> <p>20 it's all segmented. It's just because of</p> <p>21 history, the Council Fire was kindled at Grand</p> <p>22 River in order to maintain the relationship to</p> <p>23 the Crown.</p> <p>24 285 Q. So when you say that Grand</p> <p>25 Council and Onondaga deal with all territorial</p>	

106	<p>1 on a Haudenosaunee passport, which is issued at</p> <p>2 Onondaga. It's issued to all of our citizens</p> <p>3 who qualify.</p> <p>4 In 2010, England refused entry to</p> <p>5 England for our people carrying the passports,</p> <p>6 even though they were flying out of Toronto. So</p> <p>7 the HCC comments on that, and the Grand Council</p> <p>8 comments on that back to the Crown because,</p> <p>9 again, it's our passport, it's our people no</p> <p>10 matter where they -- we don't view ourselves as</p> <p>11 Canadians or Americans. We don't have a solid</p> <p>12 split between the two. They work together is</p> <p>13 all I can say.</p> <p>14 287 Q. What about matters of local</p> <p>15 governance. Is that split between the two</p> <p>16 councils and on what basis? And I can give a</p> <p>17 couple of examples. Roads, bridges, drinking</p> <p>18 water.</p> <p>19 A. So a lot of that is handled at</p> <p>20 the local level, we'll call it, or in the case</p> <p>21 of HCCC, whatever applies to their community.</p> <p>22 But the larger issues about treaty obligations</p> <p>23 and payment to do by either the Crown or the</p> <p>24 Feds, that's a collective matter. So right now</p> <p>25 there is an issue dealing with the Cayugas. The</p>	108
107	<p>1 majority of Cayuga Chiefs reside at Grand River,</p> <p>2 but their issue is picked up by the Grand</p> <p>3 Council because it's an important issue that</p> <p>4 affects all of us. So that's what's hard. It's</p> <p>5 not a clear separation as to who is in charge of</p> <p>6 what.</p> <p>7 But the idea is the HCC deals with</p> <p>8 those land matters on that side of the border,</p> <p>9 and the Grand Council would also consider</p> <p>10 themselves involved in those matters.</p> <p>11 So there's a dialogue between our</p> <p>12 people. It isn't as if one is competing with</p> <p>13 the other.</p> <p>14 288 Q. And when you say border, do you</p> <p>15 mean what is now the Canadian/American</p> <p>16 international border?</p> <p>17 A. Yes, it's the largest invisible</p> <p>18 line that we run across.</p> <p>19 289 Q. So with the Council split, after</p> <p>20 the split occurred, did that change how local</p> <p>21 land management was to occur, or is that done on</p> <p>22 a case-by-case basis?</p> <p>23 A. Well, without getting into the</p> <p>24 whole land issue, which, as you can imagine, is</p> <p>25 complicated and goes back right to, really, the</p>	109
	<p>1 Royal Proclamation, land matters are generally</p> <p>2 held by the Chiefs that are directly impacted on</p> <p>3 that land matter. When they run into an</p> <p>4 impasse, then it goes to the other Chiefs. And</p> <p>5 at Grand River, it became particularly</p> <p>6 complicated when Joseph Brant was given power of</p> <p>7 attorney to deal with land matters from the</p> <p>8 Chiefs.</p> <p>9 290 Q. And right now, I was just</p> <p>10 speaking on local land matters. Did that</p> <p>11 split -- you're saying it goes to the Chiefs</p> <p>12 must effected. What you mean by most effected?</p> <p>13 A. Well, you're going to know what</p> <p>14 the issue is, and so, it's because it's facing</p> <p>15 you. It's happening in your local community or</p> <p>16 whatever else. And so, you raise the issue with</p> <p>17 the other Chiefs. So they depend on each other</p> <p>18 to inform them as to what are the issues, what's</p> <p>19 the liabilities, what's the consequences in</p> <p>20 order to mobilize a Confederacy-wide matter.</p> <p>21 291 Q. But in terms of if a matter, a</p> <p>22 local land matter is to go to the HCCC or the</p> <p>23 Grand Council, that's determined by the Chiefs?</p> <p>24 MR. DUMIGAN: Can I ask you, counsel,</p> <p>25 what you mean by a local land matter? Is that</p>	
	<p>1 the roads and bridges piece you're talking about</p> <p>2 or is that --</p> <p>3 MR. JUNAID: It's continuing onwards</p> <p>4 from that.</p> <p>5 MR. DUMIGAN: Okay.</p> <p>6 BY MR. JUNAID:</p> <p>7 292 Q. The local --</p> <p>8 A. I think you're right, though. We</p> <p>9 make it clear that there are local matters like</p> <p>10 roads and dogcatcher and firewood. But when we</p> <p>11 are talking about land matters, because of what</p> <p>12 I said earlier about the Haudenosaunee holding</p> <p>13 the land, land matters affect all of us. And</p> <p>14 so, the Grand Council issued land statements to</p> <p>15 set the parameters for this, land rights, and</p> <p>16 the HCCC abides by that Grand Council</p> <p>17 determination. So they're not independent</p> <p>18 operated. They're still operated under the same</p> <p>19 principles and the same law.</p> <p>20 293 Q. I have a couple more questions.</p> <p>21 I'm still talking at the federal level. We are</p> <p>22 talking right now about the Grand Council at</p> <p>23 Onondaga and the HCCC at Ohsweken.</p> <p>24 After that split, did the process for</p> <p>25 meetings and decision-making, was that affected</p>	

110	<p>1 by the split, the process within each of the</p> <p>2 Councils?</p> <p>3 A. Well, it's interesting the</p> <p>4 historical record shows that Joseph Brant and</p> <p>5 the Chiefs at Grand River still considered them</p> <p>6 part of the Confederacy. They would often come</p> <p>7 over to New York to attend Council meetings. So</p> <p>8 even though I say there's a split, it kind of --</p> <p>9 they moved the fire to two locations, but they</p> <p>10 remained one people.</p> <p>11 So I think that's the hard part to</p> <p>12 understand is that it isn't, then, two separate</p> <p>13 governments, but they're -- each fire is given</p> <p>14 some special and some shared responsibilities.</p> <p>15 294 Q. Because of that sharing, because</p> <p>16 of that, the actual two -- did that change the</p> <p>17 process for a meeting for a decision to be made?</p> <p>18 A. No. They both followed the same</p> <p>19 procedures and protocols, and it's pretty</p> <p>20 obvious that they were still operating under the</p> <p>21 mandates of the Great Law for both fires.</p> <p>22 295 Q. Did each council still involve</p> <p>23 the same 50 Chiefs?</p> <p>24 A. Pardon? I didn't hear you.</p> <p>25 296 Q. Did each of the Councils, both at</p>	112	<p>1 authority at Grand Council that a Chief who's</p> <p>2 stood up at Onondaga. They are all considered</p> <p>3 Confederacy Chiefs if they have been properly</p> <p>4 installed.</p> <p>5 298 Q. And that comes from the</p> <p>6 Great Law?</p> <p>7 A. Yes. And all of the other</p> <p>8 nations are involved in standing up those</p> <p>9 leaders, whether it be at Grand River or</p> <p>10 Onondaga or Tuscarora, wherever it happens. All</p> <p>11 of the Chiefs are involved in participating</p> <p>12 because they all have to accept each other.</p> <p>13 299 Q. So it's 50 -- we're not talking</p> <p>14 25, 20 -- it was the same 50 titles in both?</p> <p>15 A. For a while. There was duplicate</p> <p>16 titles because you've got to remember, and I</p> <p>17 wrote in my affidavit, it wasn't until 1815 that</p> <p>18 we kind of resolved that animosity from the</p> <p>19 Revolutionary War. So some of these, the pains</p> <p>20 of fighting each other, lasted a while. It took</p> <p>21 a while to kind of get back to -- but at that</p> <p>22 reconciliation council they had at Fort George</p> <p>23 in 1815, they clarified quite clearly that we</p> <p>24 are one people existing under one law. They put</p> <p>25 aside all of the bloodshed that was done, and</p>
111	<p>1 Onondaga and Ohsweken, did they involve the same</p> <p>2 50 Chiefs, the original 50 Chiefs that would</p> <p>3 have been at --</p> <p>4 A. Yes.</p> <p>5 297 Q. -- Onondaga? Would the split,</p> <p>6 was it the same 50 Chiefs -- please, if you</p> <p>7 could explain a little bit about how that would</p> <p>8 work.</p> <p>9 A. Once the fire was split in two</p> <p>10 and rekindled in Ohsweken, they stood up, as we</p> <p>11 say, leaders, and at one point, they had 50</p> <p>12 titleholders there as well as they had 50</p> <p>13 titleholders over in the Grand Council. And</p> <p>14 it's only been since the 70s that we plan to</p> <p>15 reconcile that and have one set of Chiefs.</p> <p>16 So think of it this way, though, you</p> <p>17 know. Our people had to do whatever they had to</p> <p>18 do to keep governing, to keep having</p> <p>19 jurisdiction, authority over the territory where</p> <p>20 they're residing. So they did the best they</p> <p>21 could to make it happen, and we're continuing to</p> <p>22 do that.</p> <p>23 So now that we are not duplicating</p> <p>24 titles anymore, we, again -- a Chief that's</p> <p>25 stood up or condoled at Grand River has the same</p>	113	<p>1 they vowed to never fight each other again, and</p> <p>2 we've kind of maintained that position since</p> <p>3 then.</p> <p>4 300 Q. But that's on the federal side.</p> <p>5 I want to now go down to the national level. So</p> <p>6 the impact of -- and I'm using the word split</p> <p>7 for the Council Fire. If there's a better term,</p> <p>8 you can let me know.</p> <p>9 I want to talk about the impact of the</p> <p>10 split on the national level. So the Chiefs from</p> <p>11 all of the nations participate in Council.</p> <p>12 What's the responsibility of the Chiefs to their</p> <p>13 respective nations, to each of their respective</p> <p>14 nations?</p> <p>15 A. Well, this is what makes Grand</p> <p>16 River unique is that you have all of the</p> <p>17 Six Nations living there, where in the past,</p> <p>18 they lived in separate places. And so then they</p> <p>19 had a council house for each nation, they would</p> <p>20 do their business, and then when they gathered</p> <p>21 collectively, those councils compare ideas, try</p> <p>22 to come to one mind on that matter.</p> <p>23 301 Q. But in terms of a Chief's</p> <p>24 responsibility to their nation itself, that</p> <p>25 has -- what is the sort of responsibility they</p>

114	<p>1 have to their individual nation in Council?</p> <p>2 A. Right. That hasn't changed since</p> <p>3 the formation of the Great Law. They're</p> <p>4 instructed quite clearly of how to use this Good</p> <p>5 Mind to resolve these matters, how to treat</p> <p>6 everybody fairly, not to take favouritism, not</p> <p>7 to think about your -- only this current</p> <p>8 generation, but you've got to think of the</p> <p>9 future generations.</p> <p>10 So there's a list of instructions that</p> <p>11 they are given when they are made a Chief. And</p> <p>12 then there's constant reminders about that when</p> <p>13 Council meetings are held.</p> <p>14 302 Q. Going back to, again, the split,</p> <p>15 as you noted, the communities were split up. At</p> <p>16 the nation level, you had multiple Mohawk</p> <p>17 communities, multiple other communities. Were</p> <p>18 the clans also split up?</p> <p>19 A. Well, think of it this way.</p> <p>20 During the American Revolutionary War and even</p> <p>21 during the War of 1812, sometimes it was brother</p> <p>22 fighting brother, and so, they, again, had to go</p> <p>23 to their mutual corners for a while before they</p> <p>24 could heal.</p> <p>25 But they tried to maintain the</p>	116
115	<p>1 clan-based system, and not all of the clans</p> <p>2 survived, and they did the best they can to say,</p> <p>3 Let's ensure that those that are have</p> <p>4 representations through their clan, their</p> <p>5 Clan Mother, and their Chief.</p> <p>6 303 Q. When you said some of them didn't</p> <p>7 survive, did some of them split up?</p> <p>8 A. Well, like at the Onondaga Nation</p> <p>9 in New York, I think the Bear Clan died out.</p> <p>10 The Eel Clan at Tuscarora died out. They</p> <p>11 just -- because it follows the mother's lineage,</p> <p>12 if there's no female, sometimes they would adopt</p> <p>13 the -- but yeah, sometimes the clans are very --</p> <p>14 304 Q. But in terms of -- you mentioned</p> <p>15 the Bear Clan of the Tuscarora, and I'm just</p> <p>16 using that as an example. Could they have been</p> <p>17 split up where part of the clan went to a</p> <p>18 different location after the American</p> <p>19 Revolution?</p> <p>20 A. Yeah, probably think of it as the</p> <p>21 clans were reconstituted in place, wherever you</p> <p>22 found your place. You still had to have that</p> <p>23 clan relationship, and so, sometimes your clan</p> <p>24 might be represented by somebody who is not a</p> <p>25 condoled Chief, but you still have a</p>	117
	<p>1 representative to look after your interest.</p> <p>2 305 Q. When the clans split, did they</p> <p>3 take the title with them? If there was a</p> <p>4 Clan Mother, did it stay with that individual or</p> <p>5 the Chief, or what happened to the titles with</p> <p>6 respect to the splits?</p> <p>7 A. Well, that's what I mentioned,</p> <p>8 that they were duplicated.</p> <p>9 306 Q. Duplicated.</p> <p>10 A. Because you've only got one</p> <p>11 system that says, Here's the titles for that</p> <p>12 clan, and so, for a while, those clans and that</p> <p>13 title operated in our territory in New York as</p> <p>14 well as then they operated in our territories in</p> <p>15 Ontario and Quebec.</p> <p>16 307 Q. Let me know if I'm using the</p> <p>17 incorrect word here. Was it almost a</p> <p>18 duplication, then, of the clans when they</p> <p>19 were -- a duplication of the same discussions,</p> <p>20 efforts, responsibilities --</p> <p>21 A. There could be two -- there</p> <p>22 could be two men in different communities with</p> <p>23 the same -- holding the same title, yes.</p> <p>24 308 Q. And when you're talking about</p> <p>25 communities, would that be under the -- would</p>	
	<p>1 both those report to the same Council, to</p> <p>2 Onondaga or Ohsweken, or is that typically</p> <p>3 reserved for when they are in different</p> <p>4 territories?</p> <p>5 A. If a Chief is stood up and all of</p> <p>6 the proper ceremonies, and he's given the wampum</p> <p>7 credentials, then that Chief can attend the</p> <p>8 Grand Council.</p> <p>9 So let's just say, you know, there's a</p> <p>10 period when the Confederacy tried to do the best</p> <p>11 they can to accommodate the needs for local</p> <p>12 governance and a need for a collective</p> <p>13 government. And so, that's why the titles were</p> <p>14 represented in two different communities, but</p> <p>15 today, we've narrowed that down to -- we are not</p> <p>16 going to do that anymore, so they're just</p> <p>17 standing up one leader that represents that</p> <p>18 clan.</p> <p>19 309 Q. On a slightly different topic,</p> <p>20 we've heard sometimes the governance of the</p> <p>21 Haudenosaunee communities described as</p> <p>22 grassroots where authority comes from ground up</p> <p>23 and where open communications with the</p> <p>24 grassroots is particularly important.</p> <p>25 Would you say that's a fair statement?</p>	

118	<p>1 A. No. Because I don't quite know</p> <p>2 what that -- you know, these are all, like you</p> <p>3 say, loaded terms, and grassroots means</p> <p>4 something very much today than it really meant</p> <p>5 so...</p> <p>6 310 Q. Could I maybe simplify it and</p> <p>7 just say, Is open communication an important</p> <p>8 principle within the Haudenosaunee community?</p> <p>9 A. We certainly strive for it.</p> <p>10 311 Q. So would you agree with me that</p> <p>11 as a matter of Haudenosaunee governance, open</p> <p>12 communication and transparency are essential?</p> <p>13 A. Well, it's like all government,</p> <p>14 though. It all depends who you're talking</p> <p>15 about. Some matters are very sensitive and</p> <p>16 meant to be held within the kind of -- like a</p> <p>17 state document. This is matters not meant to be</p> <p>18 shared generally. So during the negotiations on</p> <p>19 the land matter, say like a -- you know, you</p> <p>20 have strategy, you need sometimes things held in</p> <p>21 confidence in order to proceed. So I want to</p> <p>22 say, yes, we have this principle that we'd like</p> <p>23 to have open communications. But this is being</p> <p>24 Haudenosaunee is a participatory form. If you</p> <p>25 are in the meetings, if you are in your clan</p>	120
119	<p>1 meetings, you know what's going on. If you</p> <p>2 don't use that system, then, all of a sudden,</p> <p>3 you want everybody to tell you what's going on.</p> <p>4 It doesn't work that way. You have to go there.</p> <p>5 Your Clan Mother has to go there, and that's how</p> <p>6 you become informed.</p> <p>7 We don't issue bulletins or</p> <p>8 newsletters and go, Here's the minutes of the</p> <p>9 meeting, you know, because we've maintained this</p> <p>10 oral tradition. You have to be there in the</p> <p>11 meeting.</p> <p>12 312 Q. But within that openness and</p> <p>13 transparency are core principles. Would you say</p> <p>14 that's correct?</p> <p>15 A. Yes, the Chiefs are instructed to</p> <p>16 be honest and to treat people well, so that's</p> <p>17 what they try to do.</p> <p>18 313 Q. And that's in the Great Law,</p> <p>19 these principles of openness and transparency</p> <p>20 and communication?</p> <p>21 A. Yes, but, again, you know, there</p> <p>22 was -- it depends on what you mean by that when</p> <p>23 you say transparency. What does that mean?</p> <p>24 That everything we have is revealed to</p> <p>25 everybody? I don't know any government that</p>	121
	<p>1 operates that way. But if we are to express our</p> <p>2 intention within the clan, the clan understands</p> <p>3 then what's going on, the Nation understands</p> <p>4 what's going on. And then when you go to the</p> <p>5 Grand Council, you understand what's going on.</p> <p>6 It isn't like they're hiding anything</p> <p>7 from anybody. What they are saying is that it</p> <p>8 requires your mind to be engaged with the</p> <p>9 discussion, and that only happens when you are</p> <p>10 there. Then you understand it. If your mind is</p> <p>11 not engaged with the discussion, you are going</p> <p>12 to be affected by rumour and innuendo and all</p> <p>13 kinds of other stuff. So sometimes -- so that's</p> <p>14 what I get concerned about. What does that</p> <p>15 really -- what does transparency really mean if</p> <p>16 you're not participating in the system.</p> <p>17 314 Q. Mr. Hill, if you'll allow me</p> <p>18 just -- and Madam Court Reporter, if you would</p> <p>19 allow me just two minutes to confer with my</p> <p>20 colleagues, and, otherwise, we can -- I'll be</p> <p>21 back in just two minutes, if that works. We</p> <p>22 don't need to go off. We don't need to go for a</p> <p>23 break. I just want to confer my colleagues real</p> <p>24 quickly.</p> <p>25 -- OFF THE RECORD DISCUSSION AT 12:50 P.M.</p>	
	<p>1 -- RESUME AT 12:51 P.M.</p> <p>2 MR. JUNAID: Mr. Hill, thank you so</p> <p>3 much for answering my questions today. That</p> <p>4 concludes my Examination for Discovery.</p> <p>5 THE WITNESS: Thank you.</p> <p>6 MR. JUNAID: My cross-examination.</p> <p>7 Apology. My cross-examination on this</p> <p>8 affidavit.</p> <p>9 MR. DUMIGAN: Thank you, counsel.</p> <p>10 Now, I understand we have some questions to come</p> <p>11 from counsel for the plaintiff. Mr. Sheppard</p> <p>12 wrote yesterday saying we are looking at maybe</p> <p>13 1:45 or 2:00 o'clock. Given the time, do we</p> <p>14 want to say 2:00 o'clock? Is that sufficient</p> <p>15 time for everybody to get their questions in?</p> <p>16 MR. JANES: 2:00 will be fine.</p> <p>17 -- LUNCH TAKEN AT 12:53 P.M.</p> <p>18 -- RESUME AT 2:00 P.M.</p> <p>19 CROSS-EXAMINATION BY MR. JANES:</p> <p>20 315 Q. Thank you. Mr. Hill, I'm Robert</p> <p>21 Janes, I'm counsel for the plaintiff. I just</p> <p>22 want to confirm that you are in fact the Richard</p> <p>23 Hill who affirmed the affidavit, dated June</p> <p>24 10th, 2022?</p> <p>25 A. Yes.</p>	

<p style="text-align: right;">122</p> <p>1 316 Q. And you're a Haudenosaunee 2 citizen? 3 A. Yes. 4 317 Q. A member of the Turtle Clan? 5 A. Beaver Clan. 6 318 Q. Beaver Clan. Sorry. Member of 7 the Tuscarora Nation? 8 A. Yes. 9 319 Q. And I take it both of those -- 10 your mother was a member of the Beaver Clan? 11 A. Yes. 12 320 Q. And a member of the Tuscarora 13 Nation? 14 A. Yes. 15 321 Q. And so the fact that you are, 16 reflects the matrilineal nature of Haudenosaunee 17 society. Is that fair to say? 18 A. Yes. 19 322 Q. I'm going to try to not tread -- 20 retread some of the things that you went through 21 this morning, there may be some overlap, but 22 bear with me. I just want to make sure we are 23 clear on a few issues about Haudenosaunee 24 governance, and -- and the Haudenosaunee 25 perspective on where and how Haudenosaunee</p>	<p style="text-align: right;">123</p> <p>1 governance, and the structure of its society 2 works. 3 And I -- and I think you would agree 4 with me that the Haudenosaunee Confederacy is an 5 entity that predates the arrival of Europeans in 6 North America? 7 A. Well, you know, the word "entity" 8 is a little loaded. But I would say the 9 Haudenosaunee have a government that predated 10 the arrival of the Europeans. 11 323 Q. Would you -- what word would you 12 use to describe the Confederacy as a whole? 13 What would be your preferred word? 14 A. The Haudenosaunee. 15 324 Q. So the Haudenosaunee is -- the 16 Haudenosaunee Confederacy was not created by 17 Canadian law? 18 A. No. 19 325 Q. It was not -- its existence does 20 not depend upon Canadian law? 21 A. That's true. 22 326 Q. Its existence does not depend 23 upon recognition by the Canadian state? 24 A. Yes, that's true too. 25 327 Q. And it's existence does not</p>	<p style="text-align: right;">124</p> <p>1 depend upon recognition by the Canadian courts? 2 A. Yes. 3 328 Q. And I'd suggest that the 4 Haudenosaunee perspective is that the 5 Haudenosaunee Confederacy taken as a collective 6 is fundamentally not a Canadian -- I'm going to 7 use the word institution? 8 A. Right. It's not created by 9 Canada, but certainly Canada has obligations to 10 it because of treaties. 11 329 Q. Right, but -- sorry. I 12 understand that. But what I'm getting at is 13 that, in terms of the -- the Confederacy itself, 14 it is not a Canadian institution. Any more 15 than, for example, the United States may have a 16 treaty relationship with Canada, doesn't make 17 the United States a Canadian institution? 18 A. Yes. 19 330 Q. And the six Haudenosaunee nations 20 also predate the arrival of Europeans in North 21 America. Is that fair? 22 A. Yes. 23 331 Q. They do not depend on Canadian 24 law for their existence? 25 A. No, they don't.</p>	<p style="text-align: right;">125</p> <p>1 332 Q. They do not depend on the 2 Canadian state for their existence? 3 A. No. 4 333 Q. And they do not depend upon the 5 Canadian courts for their recognition. Or 6 maybe -- they do not depend upon the Canadian 7 courts for their existence? 8 A. That's true. 9 334 Q. And similarly, the Confederacy 10 Chiefs Council as an institution predates the 11 arrival of Europeans? 12 A. Yes. 13 335 Q. And again, it's sometimes 14 referred to as the -- collectively, they are 15 referred to as the Hereditary Chiefs. Is that 16 fair? 17 A. Yes. 18 336 Q. And again, the Confederacy Chiefs 19 Council was not created by Canadian law? 20 A. Correct. 21 337 Q. Not created by the Canadian 22 state? 23 A. Correct. 24 338 Q. Its powers do not come from 25 Canadian law?</p>
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<p style="text-align: right;">126</p> <p>1 A. That's correct.</p> <p>2 339 Q. Its powers come from</p> <p>3 Haudenosaunee law. Is that fair?</p> <p>4 A. Yes. Although you could say they</p> <p>5 were derived from the Creator, through the</p> <p>6 Peacemaker, to the Haudenosaunee.</p> <p>7 340 Q. Right. And again, its powers do</p> <p>8 not depend upon the Canadian state?</p> <p>9 A. Don't depend on it? As you know,</p> <p>10 there's been a long-running issue between the</p> <p>11 Canadian state and the Haudenosaunee as to whose</p> <p>12 authority applies to certain jurisdictions. So</p> <p>13 we don't depend on it, but we certainly have</p> <p>14 fought hard for it, to get Canada to recognize</p> <p>15 that fact.</p> <p>16 341 Q. Right. And its powers do not</p> <p>17 depend upon the Canadian courts. Is that fair?</p> <p>18 A. Yes.</p> <p>19 342 Q. And I just want to make sure I</p> <p>20 properly understand the role of the Confederacy</p> <p>21 Chiefs Council in -- in overall Haudenosaunee</p> <p>22 society. And look, I -- I may not probably</p> <p>23 understand this, so bear with me.</p> <p>24 I take it though, that the -- the --</p> <p>25 the Council as a whole, that is working as a</p>	<p style="text-align: right;">127</p> <p>1 collective, does not govern all matters within</p> <p>2 Haudenosaunee society. Is that fair?</p> <p>3 A. Well, it kind of means -- or</p> <p>4 depends on what you mean by govern. We</p> <p>5 certainly have pre-existing rules that come from</p> <p>6 the Great Law, from our creation story that</p> <p>7 obligates us to certain action. But when it</p> <p>8 comes to settling disputes, or negotiate on</p> <p>9 behalf of the collective, then the Confederacy</p> <p>10 does have authority in those matters.</p> <p>11 343 Q. What I'm going to suggest to you</p> <p>12 is that, for example, there are matters that,</p> <p>13 for example, in the first instance might be</p> <p>14 dealt with at the clan level?</p> <p>15 A. Yes.</p> <p>16 344 Q. So for example, the disputed</p> <p>17 roles within the clan, the -- the first recourse</p> <p>18 might be to the chiefs of that clan and the Clan</p> <p>19 Mothers, rather than to the Confederacy Council.</p> <p>20 Is that fair?</p> <p>21 A. Yes.</p> <p>22 345 Q. And similarly, matters might be</p> <p>23 dealt with at the Nation level as well, before</p> <p>24 they reached the Confederacy Council?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">128</p> <p>1 346 Q. And then I think -- I'm going to</p> <p>2 come to you that the Confederacy Chiefs Council</p> <p>3 did have important responsibilities at the</p> <p>4 Confederacy level, and suggest one of them, for</p> <p>5 example, is collectively responsible for</p> <p>6 ensuring the Great Law of Peace was followed?</p> <p>7 A. Yes.</p> <p>8 347 Q. And responsible for bringing the</p> <p>9 nations together to maintain harmony and</p> <p>10 occasions where disputes might arise between</p> <p>11 nations?</p> <p>12 A. Certainly encouraging the nations</p> <p>13 to do such.</p> <p>14 348 Q. Yes. I take it that ideally the</p> <p>15 way the -- the Confederacy Chiefs Council is</p> <p>16 through a process of discussion, and the</p> <p>17 building of consensus is the ideal approach. Is</p> <p>18 that fair?</p> <p>19 A. Well, I prefer to say coming to</p> <p>20 one mind. It's a little bit different than</p> <p>21 our -- our English concept of consensus but</p> <p>22 through the use of reason and the good mind, the</p> <p>23 chiefs are supposed to arrive at a decision that</p> <p>24 they will respect.</p> <p>25 349 Q. Right. And I'm going to suggest</p>	<p style="text-align: right;">129</p> <p>1 to you that in Haudenosaunee law, there is no</p> <p>2 concept of reserve?</p> <p>3 A. I mean, in terms of a piece of</p> <p>4 land?</p> <p>5 350 Q. Correct.</p> <p>6 A. Right. That's true.</p> <p>7 351 Q. And likewise, there's no concept</p> <p>8 of -- of a reservation?</p> <p>9 A. Well, it's not that we are not</p> <p>10 aware of the -- the terms and the -- the</p> <p>11 boundaries set aside for that, but our concept</p> <p>12 of landholding is very different than the idea</p> <p>13 of a reserve or a reservation.</p> <p>14 352 Q. Right. What I'm going to suggest</p> <p>15 to you is that Haudenosaunee territory was not</p> <p>16 defined by the concept of a reserve, for</p> <p>17 example?</p> <p>18 A. Certainly not by us.</p> <p>19 353 Q. Yes. And to be fair, I'm asking</p> <p>20 you about what happens in Haudenosaunee law --</p> <p>21 A. Yeah, yeah.</p> <p>22 354 Q. -- I'm not asking about Canadian</p> <p>23 concepts here. And likewise, Haudenosaunee</p> <p>24 territory was not limited by concepts such as</p> <p>25 reserve or reservation?</p>

130	<p>1 A. That's true.</p> <p>2 355 Q. And -- and the Haudenosaunee</p> <p>3 perspective, I suggest you, is that the concept</p> <p>4 of reserve is really a colonial creation. Is</p> <p>5 that fair?</p> <p>6 A. Yes.</p> <p>7 356 Q. Is the concept created by</p> <p>8 Canadian law?</p> <p>9 A. Well, actually probably French</p> <p>10 and English law.</p> <p>11 357 Q. Right. So the progression of a</p> <p>12 French and English laws through to Canadian law</p> <p>13 now?</p> <p>14 A. Yes.</p> <p>15 358 Q. And I suggest that in fact the --</p> <p>16 the Haudenosaunee perspective on this -- on the</p> <p>17 concept of reserves is concern that it's</p> <p>18 actually used by the Canadian government as a</p> <p>19 means to attempt to limit the Haudenosaunee</p> <p>20 Confederacy. Is that fair?</p> <p>21 A. I'm not sure what their thinking</p> <p>22 is on that, but certainly it's been contested --</p> <p>23 they've contested our -- our land rights.</p> <p>24 359 Q. Oh, sorry. I'm not talking about</p> <p>25 the government's contest. I'm talking about the</p>	132
131	<p>1 Haudenosaunee perspective, or concerns about the</p> <p>2 concept of reserves. As there is a concern that</p> <p>3 the Canadian government tries to use reserves to</p> <p>4 limit the concept of what territory the</p> <p>5 Haudenosaunee have?</p> <p>6 A. I'm having difficulty on</p> <p>7 understanding what you are saying. Because it</p> <p>8 does deal with the Canadian state and their</p> <p>9 intent, so we respond to that.</p> <p>10 360 Q. Okay.</p> <p>11 A. Certainly, let's just say that we</p> <p>12 believe our land tenure extends to -- from the</p> <p>13 outer limits of our territory, and that we've</p> <p>14 had to put up a vigorous defence to maintain</p> <p>15 that land despite the Canadian government.</p> <p>16 361 Q. Right. And that -- when you say</p> <p>17 "the outer limits," those are not the outer</p> <p>18 limits of the reserves, these are the outer</p> <p>19 limits of your territory as you conceive them?</p> <p>20 A. Yes.</p> <p>21 362 Q. Now I'm going to move onto</p> <p>22 another concept. I just want to discuss the Two</p> <p>23 Row Wampum concept with you.</p> <p>24 A. Okay.</p> <p>25 363 Q. And I take it the concept</p>	133
	<p>1 underlying the Two Row Wampum is</p> <p>2 non-interference in each other's affairs. Is</p> <p>3 that a fair description?</p> <p>4 A. Well, it's very complicated, as</p> <p>5 you can imagine. There's a long oral narrative</p> <p>6 that goes along with that. But generally it</p> <p>7 says that the people of the ship, which we now</p> <p>8 consider Canada, will keep its laws, its</p> <p>9 beliefs, and its jurisdiction inside their ship.</p> <p>10 And we will do the same with ours inside our</p> <p>11 canoe.</p> <p>12 364 Q. Great.</p> <p>13 A. However, there is a space between</p> <p>14 to negotiate problems that come between this</p> <p>15 ship and the canoe.</p> <p>16 365 Q. And actually you've -- you've</p> <p>17 come to the next question I was going to ask, is</p> <p>18 that the perspective is -- under the Two Row</p> <p>19 Wampum, that disputes between the Haudenosaunee</p> <p>20 Confederacy and the people of the ship would be</p> <p>21 settled through diplomacy and discussion. Is</p> <p>22 that fair?</p> <p>23 A. Yes. The Treaty mandated that --</p> <p>24 that we use reason and a good mind to build</p> <p>25 trust, friendship, in order to resolve these</p>	
	<p>1 matters.</p> <p>2 366 Q. And -- and really implicit in</p> <p>3 this idea is the view that the Haudenosaunee</p> <p>4 Confederacy would not submit itself to Canadian</p> <p>5 courts to settle disputes between the people of</p> <p>6 the ship and the Haudenosaunee. Is that fair?</p> <p>7 A. Well, ideally. But from time to</p> <p>8 time we can't just sit idly by and let the</p> <p>9 courts roll over our interests.</p> <p>10 367 Q. Right. So ideally, though, you</p> <p>11 don't resort to court?</p> <p>12 A. We haven't found a court that can</p> <p>13 equitably weigh our interests in these matters.</p> <p>14 368 Q. And likewise, the Canadian state</p> <p>15 would not be required to submit to Haudenosaunee</p> <p>16 institutions, in order to settle disputes</p> <p>17 between the Haudenosaunee and the Canadian</p> <p>18 state?</p> <p>19 A. I'm not sure about that. There</p> <p>20 are a couple of historic reference where that</p> <p>21 actually happened, or at least with the -- with</p> <p>22 the Crown suspended their rule of law and</p> <p>23 followed Haudenosaunee law in order to settle a</p> <p>24 matter to everybody's mutual benefit.</p> <p>25 369 Q. So there was a choice made to --</p>	

134	<p>1 to submit to a Haudenosaunee institution?</p> <p>2 A. Yeah, it depends on the nature of</p> <p>3 the situation.</p> <p>4 370 Q. Right. But I'm going to suggest</p> <p>5 to you that -- that looking at the -- the</p> <p>6 preferred means, as understood under the Two Row</p> <p>7 Wampum, the Haudenosaunee Confederacy would not</p> <p>8 submit itself to Canadian courts, on the view</p> <p>9 that they are fundamentally a Canadian</p> <p>10 institution that imposes justice rather than a</p> <p>11 means of negotiating resolutions. Is that fair?</p> <p>12 A. I don't know if we can say it</p> <p>13 that -- that crisply to imply that. Because</p> <p>14 like I say, we've had to defend our interests.</p> <p>15 So our -- our preference is that Canada would</p> <p>16 respect the treaty relationship and apply those</p> <p>17 principles to it, rather than to see ourselves</p> <p>18 in court, letting somebody who does not have the</p> <p>19 history and the background of all of that to</p> <p>20 determine the nature of this case.</p> <p>21 371 Q. And -- okay. So I just want to</p> <p>22 turn to the events of 1924. And could you turn</p> <p>23 up Exhibit F of your affidavit?</p> <p>24 MR. DUMIGAN: This is the June 10th</p> <p>25 affidavit, counsel?</p>	136
135	<p>1 MR. JANES: Yes, sorry. Unless I say</p> <p>2 otherwise, I'm going to refer to the June 10th</p> <p>3 affidavit.</p> <p>4 MR. DUMIGAN: Thank you.</p> <p>5 BY MR. JANES:</p> <p>6 372 Q. Are you there, Mr. Hill?</p> <p>7 A. Yes, I am.</p> <p>8 373 Q. Great. So at Exhibit F you</p> <p>9 have -- you've attached Order in Council PC</p> <p>10 1629. Is that correct?</p> <p>11 A. Yes.</p> <p>12 374 Q. And I take it this is the Order</p> <p>13 in Council that imposed the elected Council</p> <p>14 system on the Band known as the Six Nations of</p> <p>15 the Grand River?</p> <p>16 A. Or at least attempted to.</p> <p>17 375 Q. Okay. But let me just go through</p> <p>18 and ask you a few things about the</p> <p>19 effectiveness, and see if we can agree on a few</p> <p>20 things?</p> <p>21 A. Yes.</p> <p>22 376 Q. I take it you would agree with me</p> <p>23 that this Order in Council did not change the</p> <p>24 composition of the Haudenosaunee Confederacy?</p> <p>25 A. Yes -- I mean, no, it did not.</p>	137

138	<p>1 A. A couple of the chiefs -- a</p> <p>2 couple who were chiefs, then switched allegiance</p> <p>3 and joined the elective system.</p> <p>4 387 Q. Right. So there was some chiefs</p> <p>5 who elected to, if you wish, cross over to the</p> <p>6 elected system. Is that fair?</p> <p>7 A. Yes.</p> <p>8 388 Q. But the Order in Council did not</p> <p>9 move them to the elected system, correct?</p> <p>10 A. Right.</p> <p>11 389 Q. That was a choice they made,</p> <p>12 correct?</p> <p>13 A. Yes.</p> <p>14 390 Q. So in terms of the composition of</p> <p>15 the Hereditary Chiefs of the Haudenosaunee</p> <p>16 Confederacy, the Order in Council did not change</p> <p>17 that, correct?</p> <p>18 A. Yes, the title still remained.</p> <p>19 391 Q. Okay. And likewise, the process</p> <p>20 of selecting new Hereditary Chiefs did not</p> <p>21 change?</p> <p>22 A. Correct.</p> <p>23 392 Q. The ceremony that was followed</p> <p>24 when a hereditary chief became part of the</p> <p>25 Council and was recognized, that did not change?</p>	140
139	<p>1 A. From what I've been able to see,</p> <p>2 I would say no, it didn't change.</p> <p>3 393 Q. That's the condolence ceremony.</p> <p>4 Is that right?</p> <p>5 A. Yes. Yes.</p> <p>6 394 Q. And what did change, I think we</p> <p>7 will agree on that, is -- or at least there was</p> <p>8 an attempt to change, was the governance of the</p> <p>9 Band known as the Six Nations of the Grand</p> <p>10 River, correct?</p> <p>11 A. I don't know what name they used</p> <p>12 at that particular time, or -- I don't think it</p> <p>13 was -- I think it was specified, the name that</p> <p>14 was going to be applied to this. But I'm not</p> <p>15 sure it's in this particular document.</p> <p>16 395 Q. Well, let's -- let's see if we</p> <p>17 can agree that the entity to which this document</p> <p>18 purported to apply was to a band. And I'll just</p> <p>19 take you down to see if we could look at that.</p> <p>20 Sorry. I'm moving on a PDF document which has</p> <p>21 now chosen to move slowly. So if you could just</p> <p>22 go to...</p> <p>23 A. Right, I think on page 243.</p> <p>24 396 Q. I think that's right. Where it</p> <p>25 speaks to -- it speaks to this, to the fact that</p>	141
	<p>1 it's changing the Council, the elective system</p> <p>2 for the Band:</p> <p>3 "In consideration of this report,</p> <p>4 et cetera, in view of the fact that</p> <p>5 this Band..."(As read.)</p> <p>6 A. Right. So it says:</p> <p>7 "Part II of the Indian Act shall</p> <p>8 apply to the Six Nations Band of</p> <p>9 Indians."</p> <p>10 397 Q. Right. And so, what I'm getting</p> <p>11 at here is that this document didn't purport to</p> <p>12 say anything about the -- the governance of the</p> <p>13 Haudenosaunee Confederacy, it spoke to the</p> <p>14 governance of the Six Nation Band, correct?</p> <p>15 A. I don't know. I think we could</p> <p>16 argue about its intent.</p> <p>17 398 Q. Okay, let's talk about the words</p> <p>18 first. The words were that it attempted to --</p> <p>19 it spoke to the governance of this Band,</p> <p>20 correct?</p> <p>21 A. I just have to review the actual</p> <p>22 quote. So when it talks about, you know, the</p> <p>23 comparatively small number of old women are the</p> <p>24 ones that select the Chiefs, they -- they are</p> <p>25 commenting on -- on the Great Law, with the idea</p>	
	<p>1 that this is not the preferred way that a --</p> <p>2 that a modern community should conduct</p> <p>3 themselves.</p> <p>4 399 Q. Right. So -- so bear with me.</p> <p>5 I'm going to suggest you that it describes the</p> <p>6 fact that prior to the Order in Council, that</p> <p>7 the Hereditary Chiefs governed the Band,</p> <p>8 correct?</p> <p>9 A. Well, we could argue whether that</p> <p>10 continued or not.</p> <p>11 400 Q. No, no. Sorry. Okay. But --</p> <p>12 but I'm asking you -- everybody agrees, I</p> <p>13 suggest, that prior to this Order in Council,</p> <p>14 the -- the system of governance was the</p> <p>15 hereditary system. Is that fair?</p> <p>16 A. Yes, the Council operated under</p> <p>17 the mandates of the Great Law.</p> <p>18 401 Q. And then afterwards, what the</p> <p>19 government tried to change was the governance of</p> <p>20 this Band, the Six Nations Band of Indians?</p> <p>21 MR. DUMIGAN: Counsel, can I just --</p> <p>22 "band" is kind of a loaded term. To be fair --</p> <p>23 MR. JANES: Well, it's the word --</p> <p>24 it's the term used in the document, and the</p> <p>25 witness attached this document. If the witness</p>	

<p style="text-align: right;">142</p> <p>1 is going to say that look, he can't talk to the 2 issue of band governance or the effect of the 3 Order in Council, you know, he can say that. 4 MR. DUMIGAN: That's why -- it's a -- 5 it's a legal term. You can ask the witness the 6 questions about it. Perhaps you can clarify 7 what it is. You are referring to the Six 8 Nations Indian Band in the document. Is that 9 right? 10 MR. JANES: Correct. So I'm just 11 going to ask the witness again. 12 BY MR. JANES: 13 402 Q. Do you understand the term "band" 14 as it's used in this document? 15 A. I don't know what their intent 16 was at that time. 17 403 Q. So you don't know what the intent 18 was when there's a reference to "band" here? 19 A. I don't know what they meant by a 20 "Band of Indians." 21 404 Q. Okay, and -- so when it says "Six 22 Nations Band of Indians," you don't know what 23 this document is talking about. Is that fair? 24 A. No, I know what it's talking 25 about. But I'm saying that that was not a term</p>	<p style="text-align: right;">144</p> <p>1 I'm trying to -- sorry, I'm interrupting you. 2 I'm trying to understand what you meant by -- 3 and I want to be clear, as I thought I 4 understood your evidence, you were saying that 5 this created the elected Council. 6 But now I'm understanding, from what 7 you've just said, is that you believe this Order 8 in Council created the Band? 9 A. So you're making a distinction 10 between the elected Council and the Band. 11 410 Q. Correct. 12 A. As an entity. 13 411 Q. Correct. 14 A. Yeah. 15 412 Q. So I'm asking you what your 16 understanding is. Like, you know, the judge 17 will sort out what the law is. I just want to 18 make sure that I understand what your opinion 19 is, and what you understood of this document 20 when you gave your opinion? 21 MR. DUMIGAN: Sorry. Go ahead, 22 Mr. Hill. 23 THE WITNESS: I wasn't trying to use 24 this document to make an opinion about what took 25 place, or what they meant by that. I'm just</p>
<p style="text-align: right;">143</p> <p>1 of reference applied in our community. 2 405 Q. So you do know what Six Nations 3 Band of Indians means? 4 A. I know their intent was to create 5 the Band of Indians that didn't exist before. 6 406 Q. Wait. So your understanding of 7 this document was that it created the Six 8 Nations Band of Indians? 9 A. It's certainly -- this is the 10 first reference to the title that we are talking 11 about. 12 407 Q. Okay. So -- so when we 13 understand your evidence, it's your 14 understanding that the intent of this Order in 15 Council was to create the Band? 16 A. Yes. 17 408 Q. Okay. And -- and that's the 18 premise on which you have analyzed this 19 document? 20 A. Well, I was trying -- in the 21 affidavit I talk about this, and this was the 22 order by which they proceeded to the other 23 events that I -- I described. So it's not that 24 I -- I'm not endorsing this. 25 409 Q. I'm not asking you to endorse it.</p>	<p style="text-align: right;">145</p> <p>1 saying this is the order they gave themselves to 2 justify their actions. What they meant is a 3 whole other matter. 4 BY MR. JANES: 5 413 Q. So -- so I just want to get -- to 6 go a little bit further then. So do you not 7 have an opinion about what this meant or what 8 the effect of it was? 9 MR. DUMIGAN: Counsel, that's set out 10 in his affidavit, and you can take him there if 11 you'd like. 12 BY MR. JANES: 13 414 Q. Okay. So if we go to page -- to 14 paragraph 66 -- 65 and 66 of your affidavit? 15 A. Yes. 16 415 Q. Just look at paragraph 66. This 17 is where you talk about PC 1629, correct? 18 A. Yep. 19 416 Q. And I just want to take you 20 through to the fifth line down. 21 A. Yeah. 22 417 Q. In your words, you're talking 23 about the recommendations from the Minister 24 Superintendent of Indian Affairs regarding the 25 existing government of the Six Nations, correct?</p>

146	<p>1 A. Yes.</p> <p>2 418 Q. And you identified the existing</p> <p>3 government of the Six Nations as the HCCC,</p> <p>4 correct?</p> <p>5 A. Yes.</p> <p>6 419 Q. And in this case, what you mean</p> <p>7 by Six Nations?</p> <p>8 A. Well, actually I always mean two</p> <p>9 things. Six Nations means the Haudenosaunee,</p> <p>10 all of the nations. And in this particular</p> <p>11 case, though, the community is defined now as</p> <p>12 Six Nations on the Grand River.</p> <p>13 420 Q. But the group that is referred to</p> <p>14 as the Band, correct?</p> <p>15 A. No. The Haudenosaunee people at</p> <p>16 Grand River were not the Band, and are not the</p> <p>17 Band.</p> <p>18 421 Q. So here, though, what you're</p> <p>19 saying is that Six Nations are the Haudenosaunee</p> <p>20 people at the Grand River, correct?</p> <p>21 A. Yes. I was referring to that</p> <p>22 particular -- with inside the Haldimand Tract.</p> <p>23 422 Q. Right. And because as I</p> <p>24 understand it, there's a group of the</p> <p>25 Haudenosaunee who settled along the Grand River</p>	148
147	<p>1 following the American Revolutionary War,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 423 Q. Other Haudenosaunee stayed in the</p> <p>5 United States, correct?</p> <p>6 A. Yes.</p> <p>7 424 Q. There were other Haudenosaunee</p> <p>8 who stayed at Akwesasne, and Kahnawake, and</p> <p>9 Kane -- sorry, my pronunciation is terrible --</p> <p>10 Kanesatake?</p> <p>11 A. Kanesatake, yeah.</p> <p>12 425 Q. Kanesatake. Is that correct?</p> <p>13 A. Yeah.</p> <p>14 426 Q. And then, there was another group</p> <p>15 who settled at the Bay of Quinte, correct?</p> <p>16 A. Yes.</p> <p>17 427 Q. This was a group that followed</p> <p>18 John Deseronto?</p> <p>19 A. Yes.</p> <p>20 428 Q. Right. So Order in Council PC</p> <p>21 1629 is speaking specifically to the -- to the</p> <p>22 group who settled at the Grand River, correct?</p> <p>23 A. Correct.</p> <p>24 429 Q. And that's the group associated</p> <p>25 with the Haldimand Tract?</p>	149
	<p>1 A. Yes.</p> <p>2 430 Q. Right. And when I'm talking</p> <p>3 about the Haldimand Tract, this is the tract of</p> <p>4 land described in the Haldimand Proclamation,</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 431 Q. And that the -- that the effect</p> <p>8 I'm going to suggest to you at paragraph 66 of</p> <p>9 the Order in Council was to impose a band</p> <p>10 council system upon the Haudenosaunee people at</p> <p>11 the Grand River, correct?</p> <p>12 A. Yes.</p> <p>13 432 Q. It was not an attempt to impose a</p> <p>14 band council system on the whole Haudenosaunee</p> <p>15 Confederacy, correct?</p> <p>16 A. No, they were doing other things</p> <p>17 in other places.</p> <p>18 433 Q. Order in Council PC 1629 was not</p> <p>19 intended to impose the band council system on</p> <p>20 the whole Haudenosaunee Confederacy, correct?</p> <p>21 A. Correct.</p> <p>22 434 Q. And so I'm going to suggest to</p> <p>23 you the practical effect of Order in Council PC</p> <p>24 1629 was that from that point forward, there was</p> <p>25 an elected Council in place at the Haudenosaunee</p>	
	<p>1 community at the Grand River, correct?</p> <p>2 A. Yes. The elections were held and</p> <p>3 a Council was designated.</p> <p>4 435 Q. And I'd just like to talk to you</p> <p>5 a little bit more about this Haudenosaunee</p> <p>6 community at the Grand River.</p> <p>7 So at paragraph 57 and 58 of your</p> <p>8 affidavit, you discuss looking at the population</p> <p>9 of the Six Nations of the Grand River Band of</p> <p>10 Indians, correct?</p> <p>11 A. Grand River Band of Indians, yes.</p> <p>12 436 Q. And you looked at a page on the</p> <p>13 Government of Canada's website and were</p> <p>14 surprised, I take it, to find that it was one</p> <p>15 person?</p> <p>16 A. Yes.</p> <p>17 437 Q. I take it, though, that you</p> <p>18 understood that the Haudenosaunee community of</p> <p>19 the Grand River even as understood by the</p> <p>20 Government of Canada was much larger than one</p> <p>21 person, correct?</p> <p>22 A. Well, it intrigued me because I'd</p> <p>23 never heard that designation before, the Six</p> <p>24 Nations of the Grand River Band of Indians.</p> <p>25 438 Q. Okay.</p>	

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1 A. So --

2 439 Q. Can I ask you --

3 A. -- that's why --

4 440 Q. Sorry. Is Exhibit D a document

5 you found yourself through your own searches?

6 A. That's the actual -- let me just

7 take a look at it. Yes.

8 441 Q. It wasn't given to you by the

9 HDI's legal counsel. Is that fair?

10 A. No. Because I'm a historian,

11 this phrase intrigued me. I wanted to find out

12 what it was.

13 442 Q. Right. So did you try to find

14 out any other documents at that website to shed

15 light on why this anomaly existed that only one

16 person was listed as the population?

17 A. I looked for a few alternatives,

18 but there was nothing to pursue. That

19 particular name that was applied to it that was

20 in the material I was responding to only listed

21 one person.

22 443 Q. So what material were you

23 responding to?

24 A. Well, this is -- let's see. I

25 forgot what I said here. So wherever that name

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1 appeared somewhere, it just intrigued my

2 interest. I can't recall exactly where now.

3 But in some --

4 MR. DUMIGAN: To be fair --

5 BY MR. JAMES:

6 444 Q. So the reason I'm --

7 MR. DUMIGAN: To be fair --

8 MR. JAMES: Sorry. Go ahead, sir.

9 MR. DUMIGAN: I was going to say, to

10 be fair, I think that's just the name of the

11 plaintiff.

12 MR. JAMES: Yeah, the witness said he

13 is responding to something.

14 MR. DUMIGAN: Apologies.

15 BY MR. JAMES:

16 445 Q. I'm just curious. Is it that you

17 are you responding to the name of the plaintiff?

18 A. Oh, yeah, I saw that, and I'm

19 thinking, Well, who is this and who are they

20 talking about?

21 446 Q. So you looked at that one

22 document and you ask -- that was the end of the

23 research on the Government of Canada's website?

24 A. That's the only reference I could

25 find in that particular name on the Canadian

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1 government website.

2 447 Q. Have you had a chance to look at

3 Exhibit C of Chief Mark Hill's affidavit since

4 you prepared the affidavit? I'm going to get

5 Mr. Sheppard to share that document.

6 Had you seen this name before?

7 A. That was in his affidavit.

8 448 Q. No. So when you swore your

9 affidavit, had you seen this document before?

10 A. Oh, I may have seen it somewhere

11 else before, yes, but not in regard to doing the

12 research around this.

13 449 Q. Okay. So and had you seen the

14 note at the bottom of it? Can you just take a

15 moment to read that?

16 A. Yes.

17 450 Q. You had been aware of that note

18 before?

19 A. Yes. I'm not sure about the

20 specific numbers, but I was aware of the

21 different bands that are part of this thing

22 they're calling here, the Six Nations of the

23 Grand River.

24 451 Q. So when you swore your affidavit,

25 you are aware that the population of the Six

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1 Nations of the Grand River was comprised of a

2 number of bands with their own populations. Is

3 that fair?

4 A. Well, I was just looking at this

5 particular phrase that was on the court

6 document, Six Nations of the Grand River Band of

7 Indians. That's what I was looking at.

8 452 Q. So you just confined -- so when

9 you prepared your opinion around this point of

10 the -- you just confined yourself to looking at

11 issues related to the Six Nations Band of

12 Indians and nothing else in terms of population?

13 A. If that's the name they gave

14 themselves, then, yes, I'm saying I wanted to

15 understand what that meant, and I'm just

16 reporting this is what I found. There was just

17 one reference, one person.

18 453 Q. And you didn't see any need to

19 shed any light with respect to the fact that the

20 Six Nations of the Grand River is comprised of a

21 number of different bands?

22 A. I'm just reacting again to what

23 was stated. So that's as far as I went with it.

24 454 Q. So --

25 A. If they had listed this, the Six

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1 Nations of the Grand River, then they would have
2 referenced this information here.

3 455 Q. Right. So I just want to be very
4 clear about what you were doing, what you
5 understood. So at the time that you swore --
6 excuse me -- that your affirmed paragraphs 57
7 and 58, you were aware that there was a Six
8 Nations of the Grand River, correct?

9 A. Yes.

10 456 Q. And you were aware that it was
11 comprised of a number of groups?

12 A. Yes.

13 457 Q. And these were groups of
14 Haudenosaunee people, correct?

15 A. Well, they included some of
16 Delawares and other people who are not
17 Haudenosaunee.

18 458 Q. Yes, so the Band actually
19 includes some non-Haudenosaunee people.

20 A. Yeah.

21 459 Q. But you were aware that they were
22 a number of Haudenosaunee groups within the Six
23 Nations of the Grand River?

24 A. Yes.

25 460 Q. And in explaining to the Court

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1 your understanding of the population and who the
2 Council might govern, you didn't think it was
3 necessary to comment on the information that we
4 see contained in Exhibit C of Chief Hill's
5 affidavit, correct?

6 A. Yeah. Because that's not my case
7 to be made. I was just looking at that
8 designation that they gave themselves and
9 wondering why, and that I'm just reporting what
10 I found when I looked under that designation
11 from the Canadian government.

12 461 Q. Okay. And I take it that when
13 you swore your affidavit, that you did get to
14 the point of explaining that the original Order
15 in Council had been replaced by a subsequent
16 one. Is that correct?

17 A. Yes, if I recall right.

18 462 Q. Is Order in Council PC 6015/1951
19 Exhibit H to your affidavit?

20 A. Oh, sorry. I lost my signal for
21 a minute. Right.

22 463 Q. That "right" is an answer to my
23 question, correct?

24 A. Oh, I thought you wanted me to,
25 yeah, find it. What's your question?

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1 464 Q. So my question is -- I just want
2 to say that you did confirm that the Order in
3 Council found at paragraph -- sorry -- at
4 Exhibit H replaced the original Order in Council
5 appointing elected Council. Is that correct?

6 A. Well, I'm not sure how the
7 legalities of this work. I'm just noting, Well,
8 that there was this one and now there is this
9 other one, as to what -- whether it totally
10 replaces the other one. I'm just not sure of
11 the legalities of it.

12 465 Q. Okay. And I take it that when
13 you swore your affidavit, you were not aware
14 that in the 1990s the Six Nations of the Grand
15 River had engaged in a community-based process
16 to implement a new electoral system?

17 A. I can't say for sure if I recall
18 that happening.

19 466 Q. You don't know if you -- like,
20 I'm just asking you if he knew about it. Did
21 you know about it?

22 A. Well, that's what I'm saying. I
23 can't remember. You know, it was late 1990s,
24 and it turned out it was some other date, I
25 don't want to appear that -- misstating it. I'm

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1 just not aware of when that happened. And I'm
2 taxing my memory right now to remember if I knew
3 something like this was happening.

4 467 Q. Okay. So let me just say, were
5 you aware that the Six Nations of the Grand
6 River had replaced their -- sorry -- had engaged
7 in a community-based process to implement a new
8 electoral system?

9 A. Not really.

10 468 Q. So you weren't aware that they
11 were no longer operating under the Indian Act
12 electoral system?

13 A. Well, I guess that's a little bit
14 an argument about that because no matter what
15 their designation, it's still because of the
16 Indian Act they are able to make these
17 designations.

18 469 Q. So but to be clear, were you
19 aware that they had replaced the electoral
20 system under the Indian Act with a custom
21 election code?

22 A. A custom election code that
23 Indian affairs defined --

24 470 Q. No. I'm not asking you that.
25 Asking you if they replaced it with the customer

158	<p>1 electoral code that the Six Nations of the Grand 2 River adopted. 3 A. I haven't seen evidence of that. 4 471 Q. So you weren't aware of that? 5 A. Well, I'm saying, you know, you 6 read the newspapers and there's some discussion 7 about this, but the actual details of it all 8 and -- as reliable as the news is. So I'm 9 not -- so how do you want to say it? I have 10 rudimentary awareness that something was 11 happening. I had no ideas of the nature of 12 that, what was happening. 13 472 Q. Okay. And as a historian 14 speaking to the electoral system of the Six 15 Nations of the Grand River, you did not feel it 16 was necessary to inquire into that? 17 A. Part of the history here is that 18 many times a community consultation in quotes 19 takes place, and I guess that's kind of a 20 general feeling when you look at the amount of 21 people actually participated in that, a general 22 reluctance that these things are meaningful in 23 any way. 24 473 Q. Well -- okay. So let me just be 25 clear. Are you saying that you knew about the</p>	160
159	<p>1 processes but were of the view they weren't 2 meaningful, or are you saying you weren't aware 3 of the processes? 4 A. Yeah, no, I just said generally. 5 So I'm not talking about -- 6 474 Q. So I'm asking specifically about 7 these processes. Were you aware of these 8 processes where the First Nation -- the Six 9 Nations of the Grand River replaced the Indian 10 Act election system with a custom election code? 11 A. Like I said, I knew something was 12 up, but I didn't know the details of what it 13 was. 14 475 Q. So you didn't figure out -- you 15 don't know the details of what community 16 consultation was undertaken? 17 A. On this particular matter, no. 18 476 Q. You don't know the details of who 19 participated? 20 A. Right. 21 477 Q. You don't know the details of 22 what was said in the processes? 23 A. Right. 24 478 Q. You don't know the details of 25 what information was shared?</p>	161
	<p>1 A. No. 2 479 Q. You don't know the details of 3 what opportunities there may have been to make 4 proposals about the custom election system? 5 A. No. I wasn't participating in it 6 at all. 7 480 Q. Right. And you didn't make 8 inquiries about those things? 9 A. No. 10 481 Q. Okay. So now I would just like 11 to turn -- I'm going to go from the near past to 12 the more distant past. And I want to talk about 13 the events around the American Revolutionary 14 War. And I'd like to just start off with the -- 15 see if we can agree on the proposition that the 16 Haudenosaunee Confederacy as a whole did not 17 take sides in the American Revolutionary War. 18 Is that fair? 19 A. Yes. In fact, they decided to 20 maintain their neutrality. 21 482 Q. Right. But in maintaining their 22 neutrality, they did leave the individual 23 constituent nations free to choose sides. Is 24 that fair? 25 A. I think I said that in my</p>	
	<p>1 affidavit, but I think the focus was more on the 2 individuals. But basically what they said was 3 follow your own heart. 4 483 Q. Right. And the Mohawk Nation, 5 for example, chose to fight with the British 6 against the Americans? 7 A. Not the Mohawk Nation, but Mohawk 8 individuals. 9 484 Q. So you wouldn't agree with the 10 statement that the Mohawks aligned themselves 11 with the Americans? 12 A. Well, I think that's why I also 13 amended my affidavit because I said "some" of 14 the Mohawks -- 15 485 Q. I see. 16 A. -- did. 17 MR. DUMIGAN: And, counsel, I don't 18 know if you were on the line this morning. 19 Mr. Hill had a few corrections at the outset of 20 Mr. Kaufman's exam. One was to the paragraph I 21 believe you are referring to, which says "the 22 Mohawks aligned", and he revised it to "some 23 Mohawks aligned", and he made the same revision 24 for the "some Oneida", and I believe it was 25 Tuscarora.</p>	

<p style="text-align: right;">162</p> <p>1 BY MR. JANES: 2 486 Q. Okay. So some of the Mohawks 3 aligned with the British, correct? 4 A. Yes. 5 487 Q. But some of the Tuscarora aligned 6 with the Americans? 7 A. Yes. 8 488 Q. Some of the Oneida aligned with 9 the Americans? 10 A. Yes. 11 489 Q. I'm going to suggest to you, 12 though, when we look at some of the historic 13 documents the British at least described the 14 Mohawks as aligned with them. Is that fair? 15 A. The British are always prone to 16 exaggerate when it comes to these kind of 17 things. 18 490 Q. So is that a cute way of agreeing 19 with me? 20 A. I haven't seen those things. You 21 know, I'd have to look at the actual document 22 you're talking about to see what they say to be 23 able to analyze its validity. 24 491 Q. Can we go to paragraph 52 of your 25 affidavit?</p>	<p style="text-align: right;">164</p> <p>1 496 Q. That -- 2 A. Some Mohawks also aligned 3 themselves with the Americans, some of the 4 Tuscaroras also aligned themselves with the 5 British. 6 497 Q. Right. So when you look at the 7 second line of that passage that you quote and 8 you see Mohawk Indians, you say that's not a 9 reference to the Mohawk Nation. Is that fair? 10 A. Yes. 11 498 Q. And the British didn't understand 12 it to be a reference to the Mohawk Nation. 13 A. I'm not sure what they 14 understood. 15 499 Q. Okay. So can I just get you to 16 go down to the sixth line from the bottom. 17 A. Yes. 18 500 Q. And just read it -- I'll just 19 start at the previous line, it says: 20 "...permit the said Mohawk Nation 21 and others of the Six Nation Indians 22 as wish to settle..." (As read.) 23 I'm going to suggest to you that when 24 you read this paragraph as a whole, when it says 25 the said Mohawk Nation, that's a reference back</p>
<p style="text-align: right;">163</p> <p>1 A. Okay. 2 492 Q. And you quote the Haldimand 3 Proclamation there, correct? 4 A. Yes. 5 493 Q. And the phrase there that's used 6 -- I'll just take you to the first and second 7 lines. And I'm just going to read out a part of 8 that passage where it says: 9 "In consideration of the early 10 attachment to each cause manifested by 11 the Mohawk Indians." 12 That's a reference to the Nation as a 13 collective. Isn't that fair? 14 A. No. It's a reference to the 15 Mohawk Indians. 16 494 Q. Right. I'm going to suggest it 17 doesn't say "some of the Mohawk Indians", does 18 it? 19 A. Right. But it also doesn't say 20 the Mohawk Nation. 21 495 Q. I see. So you are agreed that 22 the British weren't talking about the whole 23 Mohawk Nation here, just some of the Mohawk 24 Nation? 25 A. Yes.</p>	<p style="text-align: right;">165</p> <p>1 to the Mohawk Indians, isn't it? 2 A. Yes, they're referring to 3 Mohawks. 4 501 Q. They are referring to Mohawk 5 Nation, correct? 6 A. Yes. That's a term they use. 7 502 Q. Right. And so you haven't -- so 8 now that you've read these two terms together, 9 will you agree with me that the first reference, 10 Mohawk Indians is, in fact, a reference to the 11 Mohawk Nation? 12 A. I can't say so. I don't know 13 what the intent -- I didn't write this. 14 503 Q. I see. So you don't have an 15 understanding of what this means? 16 A. Well, I just explained to you 17 what I thought it meant, that Mohawk Indians 18 refer to those who were allied, but then they 19 made compensation to the Mohawk Nation because 20 there -- Mohawks still lived in New York that 21 could no longer stay there. So there's a 22 distinction to me, in my mind, between the two. 23 504 Q. Okay. And so maybe this will 24 come to the point. As I understood it as part 25 of this -- as part of the American Revolutionary</p>

166	<p>1 War, the British represented to the</p> <p>2 Haudenosaunee people who aligned themselves with</p> <p>3 them, that they would be compensated for any</p> <p>4 losses they suffered as a consequence of that</p> <p>5 allegiance.</p> <p>6 A. Yes, there was a pledge made to</p> <p>7 that effect.</p> <p>8 505 Q. Right. And as you understand it</p> <p>9 -- and likewise, the British did not promise</p> <p>10 those who fought with the Americans</p> <p>11 compensation, correct?</p> <p>12 A. Well, there's a little bit of</p> <p>13 history there where they kept trying to seduce</p> <p>14 more people over to their side by making these</p> <p>15 offers. Even people who formerly fought against</p> <p>16 them, they were willing to take them on. So</p> <p>17 it's not totally black-and-white or exclusive of</p> <p>18 each other.</p> <p>19 506 Q. So are you saying that the</p> <p>20 British promised compensation to the</p> <p>21 Haudenosaunee who fought against them?</p> <p>22 A. If it meant bringing them over to</p> <p>23 Grand River, yes.</p> <p>24 507 Q. Okay. And so your interpretation</p> <p>25 of the passage that you've quoted there is that</p>	168
167	<p>1 this is a promise of compensation both to people</p> <p>2 who aligned with the British and people who</p> <p>3 fought the British?</p> <p>4 A. Well, when you read it, we don't</p> <p>5 know. It says the Mohawk Nation and such others</p> <p>6 of the Six Nation Indians, so that's a whole lot</p> <p>7 of people. It doesn't specify in there only</p> <p>8 those who fought on behalf of the Crown.</p> <p>9 508 Q. Right. So let's take that</p> <p>10 further. I think you will agree with me,</p> <p>11 though, that it does restrict the application to</p> <p>12 the Mohawk Indians and those who choose to</p> <p>13 settle at the Grand River, correct?</p> <p>14 MR. DUMIGAN: Counsel, you can read</p> <p>15 the document. It doesn't say choose to settle,</p> <p>16 just to be clear.</p> <p>17 BY MR. JANES:</p> <p>18 509 Q. As wish to settle in that quarter</p> <p>19 to take possession of and settle upon the banks</p> <p>20 of the river. Is that fair?</p> <p>21 A. Yes. It was open to a lot of</p> <p>22 people no matter what their allegiance was</p> <p>23 during the war.</p> <p>24 510 Q. But not to people who didn't wish</p> <p>25 to settle at the Grand River, correct?</p>	169
	<p>1 A. Well, the offer was made to them.</p> <p>2 Whether they accepted it or not was another</p> <p>3 thing.</p> <p>4 511 Q. Right. So some people accepted</p> <p>5 the offer to settle, correct?</p> <p>6 A. Yes.</p> <p>7 512 Q. And some people did not?</p> <p>8 A. Right.</p> <p>9 513 Q. And so when we get to the line</p> <p>10 that's at the -- when we get to this passage,</p> <p>11 you're talking about the passage that starts:</p> <p>12 "In Her Majesty's Name, authorize</p> <p>13 and permit the said Mohawk Nation and</p> <p>14 such others of the Six Nations Indians</p> <p>15 as wish to settle in that quarter to</p> <p>16 take possession of and settle upon the</p> <p>17 banks of the river commonly called</p> <p>18 'Ouse' or Grand River."</p> <p>19 Et cetera.</p> <p>20 This is a reference to those of the</p> <p>21 Six Nations who chose to settle at the Grand</p> <p>22 River, correct?</p> <p>23 A. I think you meant to say His</p> <p>24 Majesty, not Her Majesty.</p> <p>25 514 Q. Excuse me. You're quite right.</p>	

170	<p>1 you have so many different bands listed there.</p> <p>2 But the majority of their people settled in</p> <p>3 their territories and stayed there.</p> <p>4 521 Q. Right. And likewise, there was</p> <p>5 some people, like the people at Wahta, were</p> <p>6 actually people who moved there later as a part</p> <p>7 of an attempt by the federal government to</p> <p>8 relocate some people, correct?</p> <p>9 A. Yes. I think it was 1888 when</p> <p>10 they moved to Gibson.</p> <p>11 522 Q. Right. And I'm going to suggest</p> <p>12 to you, just to go back to this compensation</p> <p>13 point, the promise of compensation at the time</p> <p>14 that the war was happening, was made to the</p> <p>15 people who aligned themselves with the British,</p> <p>16 correct?</p> <p>17 MR. DUMIGAN: You've already asked</p> <p>18 this question, counsel.</p> <p>19 MR. JANES: I just want to actually</p> <p>20 clarify some of these answers. So bear with me.</p> <p>21 BY MR. JANES:</p> <p>22 523 Q. I want to be clear. If we go</p> <p>23 back to the time of the war being on, so before</p> <p>24 the peace was made, I'm going to suggest to you</p> <p>25 that the promise of compensation was made to</p>	172
171	<p>1 those Haudenosaunee people who aligned</p> <p>2 themselves with the British, correct?</p> <p>3 A. Yes.</p> <p>4 524 Q. And what you're saying to me is</p> <p>5 that after the peace was made, the British were</p> <p>6 open to inducing others to come over. Is that</p> <p>7 fair?</p> <p>8 A. Yes.</p> <p>9 525 Q. So there's a distinction in terms</p> <p>10 of the promise being made at the time that the</p> <p>11 war was on and the later inducements. Is that</p> <p>12 fair?</p> <p>13 A. Well, not everybody who allied</p> <p>14 themselves with the Crown came over. So some of</p> <p>15 them stayed over, they came over later.</p> <p>16 526 Q. Right.</p> <p>17 A. So it wasn't like they were</p> <p>18 switching allegiance, it was just because of</p> <p>19 whatever circumstances they decided to relocate.</p> <p>20 527 Q. Right. Now, I want to ask you</p> <p>21 about the Thompson report that you attached as</p> <p>22 Exhibit G.</p> <p>23 A. Yes.</p> <p>24 528 Q. Can we just bring up -- could you</p> <p>25 turn to Exhibit G?</p>	173
	<p>1 A. Yes.</p> <p>2 529 Q. So if you go to the beginning of</p> <p>3 Exhibit G, is it -- and sorry. I'd like to take</p> <p>4 you to page 249.</p> <p>5 A. Yes.</p> <p>6 530 Q. And in the first two full</p> <p>7 paragraphs there, is it fair to say he describes</p> <p>8 the process that he undertook to carry out his</p> <p>9 commission?</p> <p>10 A. Yes. I think we can assume so.</p> <p>11 531 Q. Yes. And I take it there were a</p> <p>12 couple of elements to this process. First, that</p> <p>13 he decided to take evidence in-camera from</p> <p>14 individuals. Is that fair?</p> <p>15 A. If you mean privately.</p> <p>16 532 Q. Correct. He uses the term</p> <p>17 in-camera, but privately.</p> <p>18 A. Yeah.</p> <p>19 533 Q. Is that fair?</p> <p>20 A. It appears so.</p> <p>21 534 Q. And he took that evidence under</p> <p>22 oath?</p> <p>23 A. I'm not sure.</p> <p>24 535 Q. Well, can you just take a quick</p> <p>25 look at the last full sentence in the first</p>	
	<p>1 paragraph there where he says:</p> <p>2 "I was urged to take all evidence</p> <p>3 submitted under oath in-camera, and</p> <p>4 this suggestion I adopted."</p> <p>5 A. Yes.</p> <p>6 536 Q. So I suggest to you that based on</p> <p>7 that, he took the evidence under oath?</p> <p>8 A. Well, those that were willing to</p> <p>9 submit to the oath apparently.</p> <p>10 537 Q. Yes.</p> <p>11 A. So he may have gotten testimony</p> <p>12 from others who didn't take the oath.</p> <p>13 538 Q. Okay. And then in addition to</p> <p>14 this privately taken evidence, he also held open</p> <p>15 meetings?</p> <p>16 A. That's what he said, yeah.</p> <p>17 539 Q. And are you suggesting he didn't</p> <p>18 hold open meetings?</p> <p>19 A. Well, I wasn't there in 1923, and</p> <p>20 all we have is his words. Just because it's</p> <p>21 written doesn't mean it is true.</p> <p>22 540 Q. Do you have some evidence that he</p> <p>23 didn't hold open meetings?</p> <p>24 A. What I'm saying is I don't have</p> <p>25 any evidence of the meetings. I just don't know</p>	

<p>1 about the nature of his meetings. 2 541 Q. No evidence beyond his report? 3 A. Yes. 4 542 Q. And at the beginning of the first 5 paragraph, he reports that: 6 "I learned that a number of 7 Indians, while anxious to give 8 evidence, were very timid about doing 9 so because of acute political 10 differences existing upon the 11 reserve." 12 Now, would you agree -- 13 MR. DUMIGAN: I think I just lost you 14 there. Where were you reading from there? 15 MR. JANES: So see where it says 16 Andrew T. Thompson Commissioner? 17 MR. DUMIGAN: Yes. 18 MR. JANES: So read the sentence 19 following. 20 MR. DUMIGAN: Got it. 21 MR. JANES: Great. 22 BY MR. JANES: 23 543 Q. Now, I agree with you, he is 24 suggesting that there were political differences 25 on the reserve prior to his commission, correct?</p>	<p>174</p>	<p>1 549 Q. They weren't chosen by legal 2 counsel? 3 A. No. 4 550 Q. And they were chosen because you 5 view these as the important quotes from the 6 document to understand the justification. Is 7 that fair? 8 A. Well, at the time and looking at 9 that, these are the things that jumped out at me 10 from -- and seemed to raise some both concern 11 about why women were deprived of a voice in the 12 new governance structure, and then also some of 13 the prejudicial thinking that he had that was 14 prevalent at the time. 15 551 Q. Right. So and then you have in 16 letter D, you have an extended discussion about 17 religious views. Is that fair? 18 A. Yes. 19 552 Q. And that you highlight that this 20 is indicative that the Christian faith was a 21 significant factor in the imposition of the Band 22 Council system? 23 A. Yes. 24 553 Q. And I take it by this you mean 25 the elected band Council system?</p>	<p>176</p>
<p>1 A. Yes. 2 544 Q. And I'm suggesting that, in fact, 3 historically there were differences on the 4 reserve, political differences on the reserve, 5 prior to his commission. Is that correct? 6 A. Yes. 7 545 Q. And he indicates that because of 8 that, there were people -- that some of the 9 people were afraid of providing evidence because 10 of their fear that a frank statement of facts 11 and expression of opinion might lead to serious 12 results, correct? 13 A. Yes. 14 546 Q. Now, if you go back to 15 paragraph 72 of your affidavit, and I'm right 16 there that you have excerpted a number of quotes 17 from Thompson's report? 18 A. Yes. 19 547 Q. And I take it that you have taken 20 these as quotes that are illustrative of the 21 justification for the imposition of the Band 22 Council system, correct? 23 A. Yes. 24 548 Q. And you chose these quotes? 25 A. Yes, I did.</p>	<p>175</p>	<p>1 A. Yes. The system that they were 2 proposing, there was just Christian dominance in 3 Canadian politics, and they just wanted to 4 extend that to our community. 5 554 Q. So I just want to be a little bit 6 clearer, then. In your opinion, were these four 7 quotes that you picked the justification for 8 imposing the Band Council system? 9 A. They're certainly among them. 10 These are the ones that jumped out at me at the 11 time I was writing this. 12 555 Q. And so let me just -- when you 13 say jumped out, were these the ones that jumped 14 out to you as the most important justifications? 15 A. No. Just some things based on 16 whatever else I was writing and thinking about. 17 So as an example, see where they say, Eventually 18 that the Council will be that of a white 19 municipality? That gives an indication of what 20 they had in mind. They're not talking about a 21 nation, nationhood, sovereignty but for us to be 22 acting like -- have a government like the City 23 of Brantford or Caledonia. 24 556 Q. So I'm going to suggest to you, 25 then, that what we are seeing here in letters A</p>	<p>177</p>


178	<p>1 through D are things that cause you concern</p> <p>2 about their justifications?</p> <p>3 A. Well, it seemed to indicate to me</p> <p>4 what the justification was, what they were</p> <p>5 trying to achieve.</p> <p>6 557 Q. So in your opinion, these four</p> <p>7 quotes indicate what the justification was?</p> <p>8 A. Like I said, among other things,</p> <p>9 these are the ones that jumped out at me at the</p> <p>10 time that I prepared this.</p> <p>11 558 Q. Okay. So let's take a look at</p> <p>12 some of these and some of the other</p> <p>13 justifications to make sure if we can see what</p> <p>14 some of the other things are.</p> <p>15 So if we go to record page 256, and</p> <p>16 that's PDF page 281, we actually see there's a</p> <p>17 section labelled "Election of Chiefs", correct?</p> <p>18 A. I'm trying to find that.</p> <p>19 559 Q. So it's the type number 256 in</p> <p>20 the upper right-hand corner, it's page 11 of</p> <p>21 Mr. Thompson's report.</p> <p>22 A. Oh, sorry. And that was G?</p> <p>23 560 Q. Yes, in Exhibit G.</p> <p>24 A. And what was the page number</p> <p>25 again? Sorry.</p>	180
179	<p>1 561 Q. Record page 256. So that's the</p> <p>2 number in the upper right-hand corner.</p> <p>3 A. Yes.</p> <p>4 562 Q. So there is actually a section</p> <p>5 labelled "Election of Chiefs". Is that correct?</p> <p>6 A. Yes.</p> <p>7 563 Q. And is it fair to say that in the</p> <p>8 first several paragraphs -- and I will say in</p> <p>9 pejorative terms he describes the hereditary</p> <p>10 system?</p> <p>11 A. Yes.</p> <p>12 564 Q. And then getting down to the</p> <p>13 bottom of page 256, he identifies how there are</p> <p>14 people who wish to maintain the hereditary</p> <p>15 system, correct?</p> <p>16 A. I'm not sure what line you are</p> <p>17 referring to.</p> <p>18 565 Q. So there is this paragraph that</p> <p>19 begins:</p> <p>20 "There can be no doubt that some</p> <p>21 of the people cling to this ancient</p> <p>22 form of governments."</p> <p>23 A. Okay. Yes.</p> <p>24 566 Q. Right. So he does identify that</p> <p>25 there are people who want to maintain the</p>	181
	<p>1 hereditary system, correct?</p> <p>2 A. Yes.</p> <p>3 567 Q. And, in fact, I'm just going to</p> <p>4 go to the next page. In the first full</p> <p>5 paragraph, he directly sites one person who</p> <p>6 says -- I'll read the quote. He says:</p> <p>7 "One Indian proudly remarked..."</p> <p>8 And then he quotes:</p> <p>9 "Ours is the oldest form of</p> <p>10 government on the American continent."</p> <p>11 Correct?</p> <p>12 A. Yes.</p> <p>13 568 Q. And then he goes on to recite</p> <p>14 some of the objections that are raised to the</p> <p>15 hereditary system, correct?</p> <p>16 A. Noting that he said that these</p> <p>17 were from the better educated and more</p> <p>18 progressive Indians.</p> <p>19 569 Q. Okay. These objections were</p> <p>20 stated by the better educated and more</p> <p>21 progressive Indians. Is that fair?</p> <p>22 A. Yes, in his mind.</p> <p>23 570 Q. Okay. And I would say that the</p> <p>24 overall statement is that it says they are</p> <p>25 keenly anxious for the same democratic form of</p>	
	<p>1 government as enjoyed by their white fellow</p> <p>2 citizens?</p> <p>3 A. Yes.</p> <p>4 571 Q. So there were people in the</p> <p>5 community who are expressing a desire for a</p> <p>6 democratic government, correct?</p> <p>7 A. Yes.</p> <p>8 572 Q. And if we go to the next</p> <p>9 paragraph, he starts off saying:</p> <p>10 "Witness after witness pointed</p> <p>11 out the following objections to the</p> <p>12 present system."</p> <p>13 Correct?</p> <p>14 A. Sorry. My light here is not that</p> <p>15 great.</p> <p>16 573 Q. So immediately after the words</p> <p>17 "fellow citizens", the next line starts --</p> <p>18 before the list, it says:</p> <p>19 "Witness after witness pointed</p> <p>20 out the following objections."</p> <p>21 A. Yes.</p> <p>22 574 Q. Okay. So one objection you'll</p> <p>23 agree that was pointed out was that the people</p> <p>24 as a whole have no voice in the selection of</p> <p>25 their councillors, correct?</p>	

<p style="text-align: right;">182</p> <p>1 A. That's what was expressed, I 2 assume.</p> <p>3 575 Q. That didn't jump out at you as a 4 justification for imposing the elected system?</p> <p>5 A. Well, if you know the 6 circumstances of what was going on, I guess, 7 that it -- people weren't participating in the 8 governance under the Great Law. And so they 9 were looking for an avenue to have a voice over 10 the Chiefs.</p> <p>11 576 Q. So there were members of the 12 community who weren't participating in the Great 13 Law process. Is that fair?</p> <p>14 A. Yes. And, in fact, a minority of 15 people in the community expressed a concern of 16 wanting to have this kind of government, and I 17 believe the witness list that he had was stacked 18 with people from that list of minority people.</p> <p>19 577 Q. Did you mention that in your 20 opinion, that you had a list of witnesses?</p> <p>21 A. No. I'm saying that the 22 witnesses that he had here, that would be a very 23 interesting question to actually look at who 24 were the witnesses, what was their affiliation 25 to the church or the longhouse, to the</p>	<p style="text-align: right;">184</p> <p>1 A. There was also strife between the 2 Anglicans and the Methodists over who should go 3 -- who was the good Christian. So, yeah, in all 4 communities, strife exists. A lot of people, 5 because they don't get their way, get upset and 6 then want to throw the baby out with the 7 bathwater.</p> <p>8 585 Q. Right. And so, in fact, it's 9 consistent with these divisions that there were 10 people who said that the people as a whole have 11 no voice in the selection of their councillors, 12 correct?</p> <p>13 A. That's what was stated was said 14 to them.</p> <p>15 586 Q. But that's, in fact, an accurate 16 description of how the system works. It's the 17 Clan Mothers who picked the Chiefs, correct?</p> <p>18 A. Well, this is very complicated, 19 and I went to this earlier. You take a look at 20 the affidavit, the Clan Mothers nominate 21 somebody, but everybody in the clan has to 22 agree, and then all of the nations and all of 23 the other clans have to agree, and the Nation 24 has to agree, and then the whole Confederacy has 25 to agree.</p>
<p style="text-align: right;">183</p> <p>1 traditional system or whatever.</p> <p>2 578 Q. Right. So but you haven't done 3 that yet, have you?</p> <p>4 A. No. Other scholars have looked 5 into that and commented on that.</p> <p>6 579 Q. You haven't referenced those 7 other scholars, in your opinion, about the 8 report, have you?</p> <p>9 A. No, I didn't.</p> <p>10 580 Q. Okay. And I'm going to say -- 11 but what I'm understanding is that within the 12 community, there were people who had different 13 views. Is that correct?</p> <p>14 A. Yes.</p> <p>15 581 Q. Different views about what system 16 of government should be in place?</p> <p>17 A. Yes.</p> <p>18 582 Q. Different affiliations with 19 respect to the religious communities in the 20 community, correct?</p> <p>21 A. Yes.</p> <p>22 583 Q. Some were Christians, correct?</p> <p>23 A. Yes.</p> <p>24 584 Q. And some followed the traditional 25 religion. Is that fair?</p>	<p style="text-align: right;">185</p> <p>1 You know, it's not like the Clan 2 Mothers are like a queen appointing somebody to 3 the position, there's a long process here by 4 which our citizens have an opportunity to 5 participate in the selection of their leaders.</p> <p>6 587 Q. But in fairness, the ability to 7 become a leader is limited by the hereditary 8 system. Is that fair?</p> <p>9 A. Well, I don't know if you would 10 call it limited. They believe they are born to 11 serve. So it's not about an exclusive family 12 trying to run everything. It's that the 13 candidate is selected by the clan mother, and 14 the people agreed to her -- with it or not to. 15 If they disagree, then she has to nominate 16 somebody else.</p> <p>17 588 Q. But it can only be nominated from 18 one of the people who are entitled to be 19 nominated by hereditary right, correct?</p> <p>20 A. Well, there's a lot of discussion 21 around that. Did it come from just certain 22 families or were -- anybody. The instructions 23 under the Great Law is you pick somebody with a 24 certain kind of mind, certain personality 25 characteristics.</p>

<p>186</p> <p>1 589 Q. So if I --</p> <p>2 A. And even --</p> <p>3 590 Q. Sorry.</p> <p>4 A. -- to the point if you can't find</p> <p>5 somebody in your clan like that, you would</p> <p>6 borrow somebody to do that until you had</p> <p>7 somebody there.</p> <p>8 591 Q. So, in fact, the Hereditary Chief</p> <p>9 system is not hereditary. Is that what I</p> <p>10 understand?</p> <p>11 A. Well, that's why the term</p> <p>12 "hereditary" is always problematic because it</p> <p>13 means different things to different people. We</p> <p>14 say the system as described by the Great Law,</p> <p>15 and it defines all of these things that we are</p> <p>16 talking about.</p> <p>17 But I think a lot of the detractors</p> <p>18 that call it a hereditary system as a way of</p> <p>19 making it seem archaic.</p> <p>20 592 Q. I see. But in any event, then --</p> <p>21 so you, though, are not disputing the report</p> <p>22 that there were witnesses who said that they</p> <p>23 felt that they had no voice in the selection of</p> <p>24 their community is an accurate statement of</p> <p>25 things that things were said to Mr. Thompson?</p>	<p>188</p> <p>1 out at me as a primary reason.</p> <p>2 However, you could say it does add</p> <p>3 evidence, the expressed intent of the Thompson</p> <p>4 commission, to do what they wanted to do.</p> <p>5 597 Q. So you're saying that the --</p> <p>6 okay.</p> <p>7 And so then likewise, the second</p> <p>8 statement you will agree with me that he reports</p> <p>9 that people have objected to the existing system</p> <p>10 on the basis that the Council was unwieldy</p> <p>11 because of its size. Is that fair?</p> <p>12 A. That's what it says. Absolutely</p> <p>13 unwieldy, and that's -- I agree it makes me</p> <p>14 wonder what did they actually say.</p> <p>15 598 Q. Well, he goes on to elaborate</p> <p>16 upon that by describing the number of people on</p> <p>17 the Council, correct?</p> <p>18 A. Yes.</p> <p>19 599 Q. And the effect that that had,</p> <p>20 namely, that the large number of people involved</p> <p>21 in decision-making, delay decision-making,</p> <p>22 correct?</p> <p>23 A. What he's saying is there's too</p> <p>24 many people involved in the decision-making.</p> <p>25 600 Q. That's not correct. He's</p>
<p>187</p> <p>1 A. Well, I have to admit, as a</p> <p>2 historian, you get a very suspicious mind about</p> <p>3 government intent and what they do and the</p> <p>4 duplicity that they were practising at that</p> <p>5 time.</p> <p>6 So all we have is his statement that</p> <p>7 this is what people said. So I have to take it</p> <p>8 on face value, that's what he said people said.</p> <p>9 593 Q. Right.</p> <p>10 A. Whether they actually said, how</p> <p>11 many said it, as you see, it is pretty broad how</p> <p>12 he expressed it. Witness after witness, is that</p> <p>13 two? Is that three?</p> <p>14 594 Q. And that's not an analysis you</p> <p>15 did?</p> <p>16 A. Yeah.</p> <p>17 595 Q. And you did not see fit to</p> <p>18 highlight this, for example, at paragraph 72 or</p> <p>19 whatever it is of your affidavit, correct?</p> <p>20 A. Right. Because the question</p> <p>21 would be: How authentic are these responses?</p> <p>22 And I'm not disputing their authenticity. I</p> <p>23 just raise the question about that.</p> <p>24 596 Q. Okay.</p> <p>25 A. And so that's why it didn't jump</p>	<p>189</p> <p>1 actually saying that witnesses have said to him</p> <p>2 that there are too many people involved in the</p> <p>3 decision-making, correct?</p> <p>4 A. So the witnesses are saying</p> <p>5 there's too many people involved in that, and at</p> <p>6 the same time, they're saying there needs to be</p> <p>7 more people involved in that. So it's a little</p> <p>8 confusing.</p> <p>9 601 Q. Okay. Well, hold on a second.</p> <p>10 Where does it say that the witnesses say more</p> <p>11 people have to be involved in the</p> <p>12 decision-making?</p> <p>13 A. People as a whole have no voice</p> <p>14 in a selection of the leaders. So that would</p> <p>15 assume that there is not enough people having a</p> <p>16 voice in the selection of their councillors.</p> <p>17 602 Q. Right. But I'm going to suggest</p> <p>18 to you that that's not saying that more</p> <p>19 councillors were needed.</p> <p>20 A. No. I'm saying -- look at what</p> <p>21 it says here, right. So I guess the question</p> <p>22 would be, then, is how many people were they</p> <p>23 after? We don't know. All we have is what he</p> <p>24 wrote at the time, and I mean, you're right in</p> <p>25 saying that, Okay. They're saying that 60</p>

190	<p>1 Chiefs makes it difficult to conduct business</p> <p>2 for less than 5000 people.</p> <p>3 603 Q. Right. And I'm going to suggest</p> <p>4 to you that's one of the justifications that's</p> <p>5 advanced for moving to an elected system with a</p> <p>6 smaller number of people, correct?</p> <p>7 A. Well, I guess maybe we can argue</p> <p>8 about justification or excuse.</p> <p>9 604 Q. Okay. And then so you would</p> <p>10 characterize it as an excuse. Is that what I</p> <p>11 understand?</p> <p>12 A. I have a supposition based upon</p> <p>13 what other scholars have said about how</p> <p>14 effective these hearings were in getting the</p> <p>15 true voice of those 5000 people.</p> <p>16 605 Q. Right. You didn't explain those</p> <p>17 suppositions in your affidavit, correct?</p> <p>18 A. Right. I didn't have -- time</p> <p>19 problem. It's a lot of work to go back and dig</p> <p>20 all of that out. And just because I didn't feel</p> <p>21 that this was a primary matter to discuss, I</p> <p>22 didn't look into it further.</p> <p>23 606 Q. Okay. And then number 3, there</p> <p>24 is a complaint about, again, using pejorative</p> <p>25 language, that a great many of the Chiefs</p>	192	<p>1 advocating a change in the system of</p> <p>2 government have fully established</p> <p>3 their contention and that an elective</p> <p>4 system should be inaugurated at the</p> <p>5 earliest possible date."</p> <p>6 Correct?</p> <p>7 A. Right.</p> <p>8 612 Q. So I'm going to suggest to you</p> <p>9 that this is -- these four points are the</p> <p>10 description of his justifications, correct?</p> <p>11 A. Yes.</p> <p>12 613 Q. Right. Based upon his interviews</p> <p>13 of the witnesses, correct?</p> <p>14 A. Based upon what he said the</p> <p>15 witnesses said.</p> <p>16 614 Q. Right. I want to talk to you</p> <p>17 about the passage you picked at paragraph 72-D.</p> <p>18 Can you just go back and look at that again?</p> <p>19 A. Yes.</p> <p>20 615 Q. And I'm going to suggest to</p> <p>21 you -- if you go to page 254 of your records,</p> <p>22 that's in Exhibit G.</p> <p>23 A. Yes.</p> <p>24 616 Q. I'm going to suggest to you that</p> <p>25 the passage that you've quoted at</p>
191	<p>1 appointed pursuant to the existing system are -</p> <p>2 and the word is - ignorant men, with then a</p> <p>3 reference to being unable to read and write,</p> <p>4 correct?</p> <p>5 A. Yes.</p> <p>6 607 Q. And then leading to the</p> <p>7 conclusion they are totally incapable of</p> <p>8 transacting business, correct?</p> <p>9 A. Ironically, the business and</p> <p>10 transaction in the Haudenosaunee language is</p> <p>11 where these men were expert at that.</p> <p>12 608 Q. Right.</p> <p>13 A. They couldn't read or write</p> <p>14 English very well, but they certainly knew what</p> <p>15 the law was and how to apply it.</p> <p>16 609 Q. But this is what the witnesses</p> <p>17 reported, correct?</p> <p>18 A. Yes.</p> <p>19 610 Q. And then also there's a complaint</p> <p>20 that the existing Council is too expensive,</p> <p>21 correct?</p> <p>22 A. Yes.</p> <p>23 611 Q. And then on that basis,</p> <p>24 Mr. Thompson goes on to say:</p> <p>25 "I am convinced that those</p>	193	<p>1 paragraph 72-D, in fact, comes under the heading</p> <p>2 of morality, correct?</p> <p>3 A. Let me just check to see.</p> <p>4 617 Q. Yeah, sure. Take your time.</p> <p>5 A. Yeah, because I had it marked in</p> <p>6 the original copy I was looking at but --</p> <p>7 618 Q. Look, it's not a timed exam.</p> <p>8 Take -- like, if I'm wrong, I want you to make</p> <p>9 sure you tell me I'm wrong.</p> <p>10 A. Okay. There, yeah, I found it.</p> <p>11 Yes. Okay.</p> <p>12 619 Q. And so this comes not under the</p> <p>13 discussion of elections but under the discussion</p> <p>14 of morality, correct?</p> <p>15 A. Which was one of the issues about</p> <p>16 election.</p> <p>17 620 Q. Well, just bear with me. What</p> <p>18 happens here -- now, I'm going to suggest to you</p> <p>19 that if you read down to the section on</p> <p>20 morality, there's an extended discussion about</p> <p>21 the problem of unmarried people cohabiting and</p> <p>22 having children together, correct?</p> <p>23 A. Yes.</p> <p>24 621 Q. And that there are a number of</p> <p>25 people - and this is just presumably the</p>

<p style="text-align: right;">194</p> <p>1 Christians - who advocate for excluding 2 illegitimate children from the Band list, 3 correct? 4 A. Yes. 5 622 Q. And then there's others who talk 6 about the harsh effect that would have, correct? 7 A. Yes. 8 623 Q. And Thompson reports both parts 9 of that debate, correct? So I'll give you an 10 example just to make it so it's not such a game 11 of hide-and-peek. If you go to page 255. 12 A. Yes. 13 624 Q. Below the two quotes, there is a 14 paragraph that begins "on the other hand," and 15 he says: 16 "On the other hand, speaking on 17 the question of placing illegitimate 18 children on the strength of the Band, 19 a witness pointed out that their 20 exclusion would be hard on the 21 children themselves. Surely a point 22 worth consideration. And what would 23 become of such unfortunates should 24 they be deserted by their parents, are 25 the Bands released of all</p>	<p style="text-align: right;">196</p> <p>1 concerns that you've identified? 2 A. Well, I guess it goes back to 3 taking a look at when they talk about utter 4 incompetence or that earlier thing that we went 5 over. 6 630 Q. So that's number 3 at page 257 -- 7 I'm sorry. Yes, number 3: 8 "Owing to the appointment of 9 great many of chiefs are ignorant 10 men." 11 A. Yes. So that's -- 12 631 Q. I'm going to suggest to you 13 there's no reference there to Christianity, 14 correct? 15 A. Well, you could also read it -- 16 it's all a reference to Christianity. So that's 17 what they are implying here is the standard is 18 that the chiefs are mostly pagans and, 19 therefore, needs to be dealt with. 20 Because you have to understand the 21 nature of the Indian Act and the intent of the 22 Canadian government was to impose that Christian 23 system upon our people. That's all residential 24 schools are all coinciding with each other. 25 632 Q. Right. So when you look at this</p>
<p style="text-align: right;">195</p> <p>1 responsibility?" (As read.) 2 A. Yes. 3 625 Q. Right. So he's reporting the 4 concerns of people who don't want to exclude 5 illegitimate children, correct? 6 A. Yes. 7 626 Q. And ultimately I'm going to 8 suggest to you - if you look at the next 9 paragraph - he rejects the proposal advanced by 10 the Christians to exclude illegitimate children, 11 correct? 12 A. Right. 13 627 Q. And what he does recommend is 14 that illegitimate children should be included in 15 the Band and that their fathers should be 16 required to pay support, effectively? 17 A. Yes. 18 628 Q. And then there's a discussion 19 about lacrosse games, correct? 20 A. Correct. 21 629 Q. And then it moves on to "Election 22 of Chiefs". And look, it's a pretty dense 23 document. Can you just show me under the 24 Election of Chiefs where the morality concerns 25 are raised? Like, particularly the morality</p>	<p style="text-align: right;">197</p> <p>1 language, though, I'm going to suggest to you 2 that the language that's used is actually a 3 reference to being able to read and write and 4 transact business, correct? 5 A. That one reference, yes. 6 633 Q. And you have inferred from the 7 larger context the Christianization matter. Is 8 that fair? 9 A. Well, why are they talking about 10 who is a pagan and who is not if a Christian 11 morality was not an issue behind the 12 installation of this new form of government? 13 634 Q. Well, let me just ask you. I 14 think we've established that he actually 15 rejected the recommendation made by the 16 Christians with respect to the illegitimate 17 children, correct? 18 A. Indian Affairs wouldn't allow 19 that. Illegitimate children are not registered 20 under the Indian Act. So it doesn't matter what 21 he recommended. 22 635 Q. Okay. But I'm asking you about 23 his recommendation. He rejected the 24 recommendation that illegitimate children be 25 excluded, correct?</p>

<p>1 A. Yes.</p> <p>2 636 Q. And I'm also going to suggest to</p> <p>3 you that there was no requirement that elected</p> <p>4 chiefs be Christians imposed, correct?</p> <p>5 A. I don't know why, then, you have</p> <p>6 such an extended conversation about morality in</p> <p>7 his report.</p> <p>8 637 Q. Right. So can you just show me</p> <p>9 where the requirement that the elected</p> <p>10 councillors be Christians is recommended?</p> <p>11 A. Right. You're not going to have</p> <p>12 an explicit language to say you have to be</p> <p>13 Christian in order to be elected in the elected</p> <p>14 Council.</p> <p>15 638 Q. Right. So that was not a</p> <p>16 recommendation?</p> <p>17 A. In this report?</p> <p>18 639 Q. Correct.</p> <p>19 A. No.</p> <p>20 640 Q. Is that correct, it was not a</p> <p>21 recommendation?</p> <p>22 A. Yes.</p> <p>23 641 Q. And likewise, it was not included</p> <p>24 in the Order in Council imposing elected system,</p> <p>25 correct?</p>	<p>198</p>	<p>1 than 24 people, if I recall the number,</p> <p>2 somewhere near there. So they've never been</p> <p>3 able to show that the majority of the people</p> <p>4 living at Grand River wanted this elective form</p> <p>5 of government. So it's always been a minority</p> <p>6 participating in it.</p> <p>7 644 Q. Thank you. I have no other</p> <p>8 re-exam.</p> <p>9 (Whereupon this examination concludes</p> <p>10 at 3:34 P.M.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>200</p>
<p>1 A. Right.</p> <p>2 642 Q. Okay.</p> <p>3 MR. JANES: If I could just have a</p> <p>4 moment. I'm going to confer with my colleagues</p> <p>5 and then I will...</p> <p>6 -- RECESS TAKEN AT 3:24 P.M.</p> <p>7 -- RESUME AT 3:24 P.M.</p> <p>8 MR. JANES: I'm done with my</p> <p>9 questions. My friend may have some</p> <p>10 re-examination for you.</p> <p>11 THE WITNESS: All right. Thank you.</p> <p>12 MR. DUMIGAN: Thank you, counsel. I</p> <p>13 think I just have one question.</p> <p>14 RE-EXAMINATION BY MR. DUMIGAN:</p> <p>15 643 Q. Mr. Hill, Mr. Janes asked you -</p> <p>16 looking at the Thompson report we were just</p> <p>17 looking at - about purported desire in 1923</p> <p>18 among members of the Grand River community for a</p> <p>19 democratic process.</p> <p>20 What is your understanding as to the</p> <p>21 voter turnout in that democratic process since</p> <p>22 1924 and today?</p> <p>23 A. There's always been a very small</p> <p>24 minority of people participating in the</p> <p>25 elections. I think the first election at less</p>	<p>199</p>	<p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3</p> <p>4 I, LEILA HECKERT, CVR, Certified</p> <p>5 Verbatim Reporter, certify;</p> <p>6 That the foregoing proceedings were</p> <p>7 taken before me at the time and place therein</p> <p>8 set forth at which time the witness was put</p> <p>9 under oath by me, [Note: Not all quotes have</p> <p>10 been verified against source document, but</p> <p>11 transcribed as read into the record];</p> <p>12 That the testimony of the witness and</p> <p>13 all objections made at the time of the</p> <p>14 examination were recorded digitally by me and</p> <p>15 were thereafter transcribed;</p> <p>16 That the foregoing is a true and</p> <p>17 accurate transcript of my shorthand notes so</p> <p>18 taken. Dated this 27th day of March 2023.</p> <p>19</p> <p>20 </p> <p>21 PER: LEILA HECKERI</p> <p>22 CERTIFIED VERBATIM REPORTER</p> <p>23</p> <p>24</p> <p>25</p>	<p>201</p>

TAB 1

Richard Hill
March 15, 2023
Exhibit A

exhibitsticker.com



HAUDENOSAUNEE CONFEDERACY



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Government



CONFEDERACY STRUCTURE



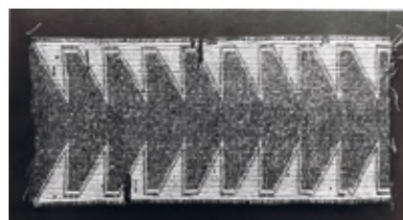
Each council meeting must have representation from every nation. The Onondaga opened council by greeting other members and offering thanks to the Earth and to the Creator. The Fire Keepers, the Onondaga, formally open and closed all councils and were responsible for passing on all matters deliberated upon by both sides and render their decision. Adodarhoh and the Chiefs of the Onondaga announce the issue for discussion.

The method for debating policies began with the Senecas and Mohawks. Once their decision is achieved it is then thrown across the fire to the Oneida and Cayuga for discussion. With their decision made the Oneida and Cayuga then give the discussion back to the Senecas and Mohawks for confirmation. The matter is then put before the Onondagas who shall make the final decision in the case of a disagreement between the Younger and Elder brothers or shall confirm the decisions if they agree.

With the decision before the Onondagas they may at this point raise objections only if they believe the plan of action is inconsistent with the Great Law. With the Onondaga agreement in place it is then passed on to Tadadaho and Honowireton, ceremonial leaders, to confirm the decision that has been reached. This decision is shared with the Mohawks and Senecas who are at will to announce it to the open council.

GRAND COUNCIL

As a gathering of all the Chiefs from all nations of the Haudenosaunee Confederacy the Grand Council is the world's oldest representative democracy.



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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

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- WILDLIFE & HABITAT COMMITTEE** 
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With 50 Chiefs in total representing all the clans from all the nations they work to resolve disputes and plan for the welfare of all the people. As stated by the Peacemaker, Onondaga stands as the fire keepers for the Grand Council. Grand Council Chiefs are divided into Elder Brothers and Younger Brothers with the Mohawks, Onondagas and Senecas making up the Elder Brothers with the Cayugas and Oneidas as the Younger Brothers.

The Tuscaroras who joined the league after the original joining have no voice within Grand Council and can only speak if it will help the nations. When they do have an issue to be discussed it is voiced through the Cayugas.

[CHIEFS](#)

[CLAN MOTHERS](#)

[FAITH KEEPERS](#)

OGWA WIHSTA DEWA SYNE



COUNCIL



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Haudenosaunee Confederacy

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SUBMIT

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.

TAB G

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of CHIEF MARK
HILL, on his affidavits affirmed November 2, 2022,
December 5, 2022, and February 6, 2023,
respectively, taken via Neesons, a Veritext
Company's virtual Zoom platform, with all
participants attending remotely, on the 16th day of
March, 2023.

2	<p>1 -----</p> <p>2 A P P E A R A N C E S:</p> <p>3</p> <p>4 MAX SHAPIRO, Esq., for the Plaintiff</p> <p>5 GREGORY SHEPPARD, Esq.,</p> <p>6 &</p> <p>7 ROBERT JANES, Esq.,</p> <p>8</p> <p>9 TANIA MITCHELL, Esq., for the Defendant,</p> <p>10 OWEN YOUNG, Esq., Attorney General of</p> <p>11 HASAN JUNAID, Esq., Canada</p> <p>12 KATRINA LONGO, Esq.,</p> <p>13 SARAH KANKO, Esq.,</p> <p>14 MYRA SIVALOGANATHAN, Esq.,</p> <p>15</p> <p>16 DAVID TORTELL, Esq., for the Defendant,</p> <p>17 DAVID FELICIAN, Esq., His Majesty the King</p> <p>18 In Right of Ontario</p> <p>19</p> <p>20 THOMAS DUMIGAN, Esq., for the Moving Party,</p> <p>21 COLIN CARRUTHERS, Esq., Haudenosaunee</p> <p>22 DYLAN GIBBS, Esq., Development Institute</p> <p>23</p> <p>24</p> <p>25</p>	4
3	<p>1 A P P E A R A N C E S (Cont'd):</p> <p>2</p> <p>3 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>4 The Men's Fire of the</p> <p>5 Grand River Territory</p> <p>6</p> <p>7 Also Present: Shawayne Lawrence-Williams,</p> <p>8 Student-at-Law, Gilbert's</p> <p>9 Eric Fram, Student-at-Law, Gilbert's</p> <p>10 Tayler Hill</p> <p>11 Lonny Bomberry</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16 REPORTED BY: Deana Santedicola, RPR, CRR, CSR</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5800783</p>	5

<p>6</p> <p>1 -- Upon commencing at 9:30 a.m.</p> <p>2</p> <p>3 CHIEF MARK HILL; AFFIRMED.</p> <p>4 MR. JANES: Okay, so before we get</p> <p>5 started with Mr. Dumigan's cross-examination, I</p> <p>6 gather there is a few corrections that you would</p> <p>7 like to make with respect to your evidence, and I</p> <p>8 would just draw your attention to paragraph 30 of</p> <p>9 the affidavit and I gather you have some comments</p> <p>10 with respect to the referendum referenced there?</p> <p>11 THE WITNESS: Yes, so I had originally</p> <p>12 put in there, and again, this is prior to my time</p> <p>13 in office, but there was the 1995 election that did</p> <p>14 not go to a referendum. It was the 2019, so the</p> <p>15 current election that did go to a referendum. So I</p> <p>16 want to make that correction.</p> <p>17 MR. JANES: All right. And at</p> <p>18 paragraph 31, I gather you have a correction with</p> <p>19 respect to the legal proceedings evidence?</p> <p>20 THE WITNESS: Yes. So, again, it</p> <p>21 states that there were no legal proceedings that</p> <p>22 were taken to the challenge of this process. So</p> <p>23 that there was a legal proceedings; however, it</p> <p>24 didn't substantiate to an actual hearing.</p> <p>25 MR. DUMIGAN: So they were commenced</p>	<p>8</p> <p>1 A. All right.</p> <p>2 4 Q. So that is the November 2nd, 2022.</p> <p>3 A. Yes.</p> <p>4 5 Q. Great. And I gather you are in</p> <p>5 the room there with Mr. Janes. Are you at the Six</p> <p>6 Nations office?</p> <p>7 A. We are located at the Six Nations</p> <p>8 Parks and Recreation boardroom.</p> <p>9 6 Q. Okay, is there anybody else in the</p> <p>10 room with you other than Mr. Janes?</p> <p>11 A. Yes, Greg Sheppard as well.</p> <p>12 7 Q. Okay. And if you have a phone</p> <p>13 with you, I would just ask you to put it to the</p> <p>14 side, and I would ask that the only papers or notes</p> <p>15 in front of you are just your affidavits that you</p> <p>16 just mentioned you have.</p> <p>17 A. Yes.</p> <p>18 8 Q. And if you have it, the full</p> <p>19 record is okay as well.</p> <p>20 A. Yes, we're ready to go.</p> <p>21 9 Q. Okay. And I don't know if I will</p> <p>22 need to, but to the extent there is any</p> <p>23 screensharing, my colleague, Mr. Gibbs, will do</p> <p>24 that on the Zoom here.</p> <p>25 A. Okay.</p>
<p>7</p> <p>1 but did not proceed, or something to that effect?</p> <p>2 THE WITNESS: Correct, yes.</p> <p>3 MR. DUMIGAN: Okay.</p> <p>4 MR. JANES: AND so with that, I will</p> <p>5 turn it over to you, Mr. Dumigan.</p> <p>6 CROSS-EXAMINATION BY MR. DUMIGAN:</p> <p>7 1 Q. Thank you. And good morning to</p> <p>8 you, Chief Hill.</p> <p>9 A. Good morning.</p> <p>10 2 Q. My name is Thomas Dumigan. I am</p> <p>11 one of the lawyers with the Haudenosaunee</p> <p>12 Development Institute at Gilbert's LLP.</p> <p>13 I am going to be asking you some</p> <p>14 questions today on three affidavits that you have</p> <p>15 sworn on this matter or affirmed in this matter. I</p> <p>16 have got one from November 2nd, 2022, which is the</p> <p>17 longer one; I have got a short one from December</p> <p>18 5th, 2022; and I have another short one from</p> <p>19 February 6th, 2023. Do you have those three in</p> <p>20 front of you today?</p> <p>21 A. Yes. I just have -- yeah.</p> <p>22 3 Q. Okay. And just if I give you</p> <p>23 paragraph references, presume I am going to the</p> <p>24 first one, the longer one. I don't think I have</p> <p>25 very much to ask about the other two shorter ones.</p>	<p>9</p> <p>1 10 Q. Now, I understand from your</p> <p>2 affidavit that you are Elected Chief of the Six</p> <p>3 Nations of the Grand River Band of Indians?</p> <p>4 A. That's correct.</p> <p>5 11 Q. And that is the Plaintiff in the</p> <p>6 underlying proceeding?</p> <p>7 A. Yes.</p> <p>8 12 Q. You were Elected Chief in November</p> <p>9 2019?</p> <p>10 A. That's right, yes.</p> <p>11 13 Q. And do I have it correct that as</p> <p>12 Elected Chief, you are a member of the Band Council</p> <p>13 of the Six Nations of the Grand River Band?</p> <p>14 A. Yes.</p> <p>15 14 Q. And before you were Elected Chief,</p> <p>16 you were a Councillor?</p> <p>17 A. That's right.</p> <p>18 15 Q. And that was from 2010 to 2019?</p> <p>19 A. Yes.</p> <p>20 16 Q. And that Band of which you are</p> <p>21 Chief and formerly a Councillor, that is a Band</p> <p>22 within the meaning of the Indian Act?</p> <p>23 A. Yes.</p> <p>24 17 Q. And its members are Indians within</p> <p>25 the meaning of the Indian Act?</p>

<p>1 A. Yes.</p> <p>2 18 Q. All right. And I don't think it</p> <p>3 is in dispute, but just to be clear, the term</p> <p>4 "Chief", that is a term that has come up quite a</p> <p>5 bit in the evidence in this proceeding. Your title</p> <p>6 is Chief as that term is used in the Indian Act?</p> <p>7 A. Yes.</p> <p>8 19 Q. Not a Chief pursuant to the</p> <p>9 condolence and selection process under the Great</p> <p>10 Law of Peace, which we have heard about from some</p> <p>11 other witnesses; correct?</p> <p>12 A. That's correct.</p> <p>13 20 Q. And given that you are Elected</p> <p>14 Chief, I presume that means that you are put in</p> <p>15 place by way of elections?</p> <p>16 A. Yes.</p> <p>17 21 Q. And those elections, they have a</p> <p>18 body of people who can vote in the elections?</p> <p>19 A. Yes.</p> <p>20 22 Q. And your evidence, I understand,</p> <p>21 is that there are about 22,000 electors, people</p> <p>22 eligible to vote in those elections?</p> <p>23 A. That's right.</p> <p>24 23 Q. And those 22,000 or so eligible</p> <p>25 electors, that comes out of about 28,000 members of</p>	<p>10</p> <p>11</p>	<p>1 30 Q. So these are the members of which</p> <p>2 electors -- sorry, electors are comprised of a</p> <p>3 subset of these members?</p> <p>4 A. Yes.</p> <p>5 31 Q. And in your affidavit and in that</p> <p>6 Exhibit C page, the numbers correspond to</p> <p>7 registered members of different Bands?</p> <p>8 A. That's right.</p> <p>9 32 Q. And Six Nations of the Grand River</p> <p>10 is Band No. 121?</p> <p>11 A. Yes.</p> <p>12 33 Q. And you speak about thirteen other</p> <p>13 Bands that are I will call it within the umbrella</p> <p>14 of Six Nations of the Grand River Band?</p> <p>15 A. Yes.</p> <p>16 34 Q. Okay. And this body of members as</p> <p>17 maintained by CIRNAC, these are the people that</p> <p>18 have a say in your election?</p> <p>19 A. Yes.</p> <p>20 35 Q. And these are the people that have</p> <p>21 a say in the election of Councillors?</p> <p>22 A. Yes.</p> <p>23 36 Q. And this is the constituency to</p> <p>24 which you answer, I take it?</p> <p>25 A. Yes.</p>	<p>12</p> <p>13</p>
<p>1 the Band?</p> <p>2 A. Yes.</p> <p>3 24 Q. And I understand the difference</p> <p>4 between people who are electors and people who are</p> <p>5 simply members is primarily a matter of age; is</p> <p>6 that right?</p> <p>7 A. That's correct.</p> <p>8 25 Q. But all electors must be members?</p> <p>9 A. Yes.</p> <p>10 26 Q. Now, these members -- actually,</p> <p>11 I'll take you to paragraph 9 of your affidavit, and</p> <p>12 I will give you a second to read that.</p> <p>13 A. [Witness reviews document.]</p> <p>14 Okay.</p> <p>15 27 Q. And here you say the Band's</p> <p>16 profile is posted on the website of</p> <p>17 Crown-Indigenous Relations and Northern Affairs</p> <p>18 Canada?</p> <p>19 A. Right.</p> <p>20 28 Q. That I gather is population</p> <p>21 details?</p> <p>22 A. Yes.</p> <p>23 29 Q. And that is the population details</p> <p>24 about members?</p> <p>25 A. Yes.</p>	<p>11</p> <p>12</p>	<p>1 37 Q. And this membership, we have the</p> <p>2 website of CIRNAC, and is it fair to say that</p> <p>3 membership is controlled by Canada?</p> <p>4 A. Yes.</p> <p>5 38 Q. And this is something you apply</p> <p>6 for?</p> <p>7 A. I wouldn't say apply for. It is</p> <p>8 based upon, again, the membership itself.</p> <p>9 39 Q. If you are not a member, could you</p> <p>10 apply to become a member?</p> <p>11 A. I am not sure what you are asking.</p> <p>12 So to do a Band transfer from another Band, is that</p> <p>13 what you are referring to?</p> <p>14 40 Q. Or let's say that you are not</p> <p>15 registered to any Band at all.</p> <p>16 A. Well, if you meet the criteria of</p> <p>17 CIRNAC, then yes, I guess you would be qualified if</p> <p>18 you meet the criteria to be on the Band.</p> <p>19 41 Q. Okay, and the criteria, that is</p> <p>20 something that is administered by CIRNAC?</p> <p>21 A. Yes.</p> <p>22 42 Q. And is my understanding correct</p> <p>23 that membership corresponds with status, like a</p> <p>24 Status Card?</p> <p>25 A. Yes.</p>	<p>13</p> <p>14</p>

<p style="text-align: right;">14</p> <p>1 43 Q. And that Status Card will say, you</p> <p>2 know, a Band on it or something to that effect?</p> <p>3 A. That's right.</p> <p>4 44 Q. At paragraph 2 of your affidavit,</p> <p>5 and you can go there if you like, you define "Six</p> <p>6 Nations of the Grand River" and you say that that</p> <p>7 is referring to Six Nations of the Grand River</p> <p>8 Band?</p> <p>9 A. Sorry, you are referring to what</p> <p>10 section?</p> <p>11 45 Q. Sorry, paragraph 2.</p> <p>12 A. Okay, and sorry, can you repeat?</p> <p>13 46 Q. Yes. So in this section, you</p> <p>14 refer to "Six Nations of the Grand River" as a</p> <p>15 defined term there, and by "Six Nations of the</p> <p>16 Grand River", you are referring to Six Nations of</p> <p>17 the Grand River Band?</p> <p>18 A. Yes.</p> <p>19 47 Q. And the Six Nations of the Grand</p> <p>20 River, I gather it is not in dispute that that is</p> <p>21 not the only community of Haudenosaunee people?</p> <p>22 A. Sorry, can you reframe your</p> <p>23 question?</p> <p>24 48 Q. Sure. There are Haudenosaunee</p> <p>25 people who are not members of Six Nations of the</p>	<p style="text-align: right;">16</p> <p>1 at is I understand that reference to the "Six</p> <p>2 Nations" in this pleading is to the Band?</p> <p>3 A. Yes.</p> <p>4 54 Q. Okay. And I also understand that</p> <p>5 Six Nations, outside of this pleading - and we can</p> <p>6 take the pleading down - is the English term that</p> <p>7 is sometimes used to refer to the Haudenosaunee</p> <p>8 Confederacy at large?</p> <p>9 A. I couldn't comment on that.</p> <p>10 55 Q. Are you aware of the Haudenosaunee</p> <p>11 Confederacy?</p> <p>12 A. Yes.</p> <p>13 56 Q. And you are aware that the</p> <p>14 Haudenosaunee Confederacy is a Confederacy of</p> <p>15 Nations?</p> <p>16 A. Yes.</p> <p>17 57 Q. And you are aware that the</p> <p>18 Confederacy of Nations was let's say at the start</p> <p>19 Five Nations?</p> <p>20 A. Yes.</p> <p>21 58 Q. And then at some point it became</p> <p>22 Six Nations?</p> <p>23 A. That's right.</p> <p>24 59 Q. And are you aware of the</p> <p>25 colloquial reference to the Haudenosaunee people</p>
<p style="text-align: right;">15</p> <p>1 Grand River Band?</p> <p>2 A. Yes.</p> <p>3 49 Q. And the Six Nations of the Grand</p> <p>4 River Band does not represent all Haudenosaunee</p> <p>5 people?</p> <p>6 A. Yes.</p> <p>7 50 Q. And we have already talked about</p> <p>8 Six Nations of the Grand River Band, and that is</p> <p>9 the Plaintiff in the proceeding.</p> <p>10 A. Yes.</p> <p>11 51 Q. And in that pleading, and we can</p> <p>12 go to it if we need to, but there is a defined term</p> <p>13 of "Six Nations", and I gather in that pleading</p> <p>14 that is reference to Six Nations of the Grand River</p> <p>15 Band?</p> <p>16 A. Sorry, can we go to the document</p> <p>17 you are referring to?</p> <p>18 52 Q. Sure, I'll ask Mr. Gibbs to put</p> <p>19 the pleading on the screen. So if we scroll down,</p> <p>20 I believe it is in paragraph 1, and we have:</p> <p>21 "The Plaintiff Six Nations of</p> <p>22 the Grand River Band of Indians (the</p> <p>23 'Six Nations') [...]"</p> <p>24 A. Yes.</p> <p>25 53 Q. Okay. And what I am trying to get</p>	<p style="text-align: right;">17</p> <p>1 being the Six Nations people in English?</p> <p>2 A. Sorry, can you define the term</p> <p>3 "colloquial"?</p> <p>4 60 Q. Common speech, that sometimes</p> <p>5 people refer to instead of saying "Haudenosaunee"</p> <p>6 or "Haudenosaunee Confederacy" or "Iroquois</p> <p>7 Confederacy", they might say the "Six Nations</p> <p>8 people"; is that fair?</p> <p>9 A. I always refer to them and have</p> <p>10 really been often referenced of that body of always</p> <p>11 the Haudenosaunee Confederacy.</p> <p>12 61 Q. Okay. Is it fair to say that the</p> <p>13 Haudenosaunee Confederacy is comprised of Six</p> <p>14 Nations?</p> <p>15 A. Yes.</p> <p>16 62 Q. Okay, and that Six Nations that</p> <p>17 comprise the Haudenosaunee Confederacy, that is</p> <p>18 different from Six Nations of the Grand River Band?</p> <p>19 A. Yes.</p> <p>20 63 Q. Okay. Do you agree with me that</p> <p>21 there are Haudenosaunee people registered with</p> <p>22 other Bands in Canada, not Six Nations of the Grand</p> <p>23 River?</p> <p>24 A. Yes.</p> <p>25 64 Q. And do you agree with me that</p>

18	<p>1 there are Haudenosaunee people that aren't</p> <p>2 registered with any Indian Act Band at all?</p> <p>3 A. No.</p> <p>4 65 Q. Is your position that all</p> <p>5 Haudenosaunee people are registered under the</p> <p>6 Indian Act?</p> <p>7 A. Yes.</p> <p>8 66 Q. What about Haudenosaunee people</p> <p>9 living within present day United States of America?</p> <p>10 A. I couldn't speak to the United</p> <p>11 States.</p> <p>12 67 Q. Is it your understanding that</p> <p>13 people living in, for example, Onondaga in New York</p> <p>14 are registered under Canada's Indian Act?</p> <p>15 A. No, not to my understanding.</p> <p>16 68 Q. So is it fair to say that there</p> <p>17 are some Haudenosaunee who aren't registered to any</p> <p>18 Indian Act Band at all?</p> <p>19 A. I would say not within the country</p> <p>20 of Canada.</p> <p>21 69 Q. Okay, your position then is that</p> <p>22 all Haudenosaunee who are in Canada are registered</p> <p>23 under the Indian Act?</p> <p>24 A. To my understanding, yes.</p> <p>25 70 Q. But there are Haudenosaunee people</p>	20
19	<p>1 in the United States of America?</p> <p>2 A. There are.</p> <p>3 71 Q. Okay. And is it your</p> <p>4 understanding that they may not be registered under</p> <p>5 the Indian Act at all?</p> <p>6 A. I couldn't speak to that.</p> <p>7 72 Q. You just don't know?</p> <p>8 A. That's correct. I just don't have</p> <p>9 a better understanding of the United States Tribes.</p> <p>10 73 Q. Is it your understanding that</p> <p>11 Haudenosaunee people in the United States register</p> <p>12 with Tribes under the Bureau of Indian Affairs?</p> <p>13 A. That is to my knowledge.</p> <p>14 74 Q. And your understanding is that the</p> <p>15 Bureau of Indian Affairs is a United States</p> <p>16 institution?</p> <p>17 A. Yes.</p> <p>18 75 Q. Not a Canadian institution?</p> <p>19 A. Yes.</p> <p>20 76 Q. And you mentioned later in your</p> <p>21 affidavit that other Bands, there are other Bands</p> <p>22 in Canada that are Haudenosaunee?</p> <p>23 A. Yes.</p> <p>24 77 Q. And you refer to them managing</p> <p>25 their own affairs?</p>	21
	<p>1 A. Yes.</p> <p>2 78 Q. And I take it they have</p> <p>3 governments that speak for them?</p> <p>4 A. I would assume that they would</p> <p>5 speak for themselves.</p> <p>6 79 Q. Correct, and you don't speak for</p> <p>7 them?</p> <p>8 A. That's correct.</p> <p>9 80 Q. And you don't speak for people who</p> <p>10 aren't in your Band, your constituency, because</p> <p>11 they don't have a say in the voting process, for</p> <p>12 example?</p> <p>13 A. In my view, everybody has a say</p> <p>14 who is on our list.</p> <p>15 81 Q. On your list. But people who</p> <p>16 aren't on your list, they obviously can't vote,</p> <p>17 they are not members; and therefore, they have no</p> <p>18 say in your election or a Councillor's election or,</p> <p>19 you know, your day-to-day operations?</p> <p>20 A. Yes.</p> <p>21 82 Q. I want to take you to paragraph</p> <p>22 20, and I will give you a second to turn that up.</p> <p>23 A. Okay.</p> <p>24 83 Q. And you reference here the Elected</p> <p>25 Council as being created under the Indian Act,</p>	

<p>22</p> <p>1 in 2019?</p> <p>2 A. That's correct.</p> <p>3 89 Q. Now, my understanding is before</p> <p>4 1995, there were specific rules from the Indian Act</p> <p>5 that applied to elections; is that right?</p> <p>6 A. Yes.</p> <p>7 90 Q. And they included the notion of</p> <p>8 Electoral Districts on the Reserve?</p> <p>9 A. Yes.</p> <p>10 91 Q. And by the "Reserve", I am</p> <p>11 referring to Six Nations of the Grand River Reserve</p> <p>12 No. 40A; do I have that right?</p> <p>13 A. Yes.</p> <p>14 92 Q. And the Indian Act rules provided</p> <p>15 for the election of twelve Councillors, I gather,</p> <p>16 two for each District?</p> <p>17 A. That's correct.</p> <p>18 93 Q. And then in 2019 you reference</p> <p>19 the -- or sorry, in 1995, apologies, you reference</p> <p>20 a new Code, and we heard your correction this</p> <p>21 morning that that was not pursuant to a referendum,</p> <p>22 but I gather it changed some of the rules about how</p> <p>23 elections are run?</p> <p>24 A. That's right.</p> <p>25 94 Q. It is fair to say -- and I have</p>	<p>24</p> <p>1 moment. I think you should take a moment, and just</p> <p>2 based on that answer, I wonder if you should</p> <p>3 explore with the witness the question of the</p> <p>4 different term limits versus the length of the</p> <p>5 term.</p> <p>6 BY MR. DUMIGAN:</p> <p>7 101 Q. Okay, by "term limits", I was</p> <p>8 referring to the number of years for which somebody</p> <p>9 could serve.</p> <p>10 A. Yes, so that has been amended</p> <p>11 multiple times.</p> <p>12 102 Q. Right. And under the Indian Act,</p> <p>13 you said that let's say a Chief can sit for two</p> <p>14 years. That was the case before 1995, to your</p> <p>15 understanding?</p> <p>16 A. Yes.</p> <p>17 103 Q. And then after the 1995 Code, it</p> <p>18 was three years?</p> <p>19 A. Yes.</p> <p>20 104 Q. And it provided for things like</p> <p>21 advanced polling?</p> <p>22 A. Yes.</p> <p>23 105 Q. And that was something that wasn't</p> <p>24 under the Indian Act rules?</p> <p>25 A. That I am not sure of. To my</p>
<p>23</p> <p>1 taken a look through it, and I am going to give you</p> <p>2 a few what seem to me to be differences as compared</p> <p>3 to the old system.</p> <p>4 A. Sure.</p> <p>5 95 Q. Is it fair to say that the 1995</p> <p>6 Code imposed term limits, for example?</p> <p>7 A. Can you repeat that?</p> <p>8 96 Q. Is it fair to say that the 1995</p> <p>9 Code, the Election Code imposed term limits?</p> <p>10 A. Term limits, yes.</p> <p>11 97 Q. And those weren't in place under</p> <p>12 the former Indian Act rules?</p> <p>13 A. So there was always term limits.</p> <p>14 I think it was dependent more on the years, so --</p> <p>15 98 Q. Okay, so --</p> <p>16 A. -- that changed from I think prior</p> <p>17 to -- and I can't speak to as much prior to '95,</p> <p>18 but to my understanding that changed from like a</p> <p>19 two-year term to a three-year term.</p> <p>20 99 Q. Okay, so a slight change in term</p> <p>21 limits?</p> <p>22 A. Yes.</p> <p>23 100 Q. And it put in place some</p> <p>24 nomination requirement --</p> <p>25 MR. JANES: Sorry, just hold on one</p>	<p>25</p> <p>1 understanding, there was always an advance poll.</p> <p>2 106 Q. Okay, but so let's say the 1995</p> <p>3 Code specified particular advance Code polling</p> <p>4 rules, whether they were there before or not?</p> <p>5 A. Yes.</p> <p>6 107 Q. Or whether advanced polling was</p> <p>7 there before or not, I should say?</p> <p>8 A. Right.</p> <p>9 108 Q. So is it fair to say that the</p> <p>10 Election Code passed in 1995 dealt primarily with</p> <p>11 the procedure for elections?</p> <p>12 A. Yes.</p> <p>13 109 Q. And then we go to 2019 and there</p> <p>14 is a new Code, which I gather you are likely more</p> <p>15 familiar with?</p> <p>16 A. Yes.</p> <p>17 110 Q. And as it relates to 1995, I</p> <p>18 understand that the 2019 Code reduced the number of</p> <p>19 Councillors from twelve to nine?</p> <p>20 A. That's correct.</p> <p>21 111 Q. And it eliminated the idea of</p> <p>22 Voting Districts?</p> <p>23 A. Yes.</p> <p>24 112 Q. And it changed the term for</p> <p>25 Councillors from three years to four years?</p>

<p>1 A. For Councillors and Chief. 2 113 Q. And Chief. 3 A. Yes. 4 114 Q. And then - and I think this was 5 what Mr. Janes was speaking about before - it 6 changed the term limit to two terms instead of 7 whatever it was before? 8 A. A maximum of two consecutive 9 terms, yes. 10 115 Q. And what was it in 1995? 11 A. There wasn't any. 12 116 Q. There were no term limits, got it. 13 And you have already clarified that 14 your affidavit says that no legal proceedings were 15 taken to challenge that process, but you have 16 clarified this morning that there was in fact at 17 least one legal proceeding started but not followed 18 through upon? 19 A. Correct. 20 MR. JANES: Could you be clear about 21 which year you are talking about? 22 BY MR. DUMIGAN: 23 117 Q. This is the 2019 Election Code. I 24 don't know what year the legal proceeding was 25 commenced, presumably in or around 2019; is that</p>	<p>26</p>	<p>1 123 Q. And under both of these Codes, 2 voters still need to be registered under the Indian 3 Act? 4 A. Yes. 5 124 Q. They still need to be members of 6 the Band in order to vote? 7 A. Yes. 8 125 Q. So is it fair to say that parts of 9 this process, although they don't use the precise 10 rules for elections that the Indian Act had, they 11 still rely on parts of the Indian Act for, for 12 example, being registered to a Band? 13 A. Yes. 14 126 Q. Now, I want to talk about what it 15 means to be a member of a Band versus what it means 16 to be Haudenosaunee, and my understanding, and 17 correct me if I am wrong, is that people who are 18 Haudenosaunee are Haudenosaunee regardless of 19 whether they are registered to any particular Band? 20 A. Yes. 21 127 Q. There is a matrilineal 22 determination as to whether somebody is 23 Haudenosaunee? 24 A. Yes. 25 128 Q. And that has been going on far</p>	<p>28</p>
<p>1 fair? 2 A. After the amended 2019 Code. 3 118 Q. Okay. 4 MR. JANES: [Inaudible]. 5 THE COURT REPORTER: Sorry, Mr. Janes, 6 I can't hear you at all. 7 MR. JANES: It's okay. 8 BY MR. DUMIGAN: 9 119 Q. And, Chief, could you tell me who 10 commenced the legal proceedings? 11 A. I could not. 12 120 Q. Is that something that you would 13 be able to find out? 14 A. Yes. 15 121 Q. Could I ask, Counsel, just to give 16 me the style of cause of the proceedings and maybe 17 the Court file number? 18 U/T MR. JANES: We will provide you with 19 that. 20 BY MR. DUMIGAN: 21 122 Q. Thank you. Now, both of the 1995 22 and 2019 Election Codes which you have attached to 23 your affidavit, they both speak to voter 24 eligibility criteria, right? 25 A. Yes.</p>	<p>27</p>	<p>1 longer than the Indian Act has been in place, for 2 example? 3 A. Yes. 4 129 Q. And the same would go for the 5 constituent Nations. Somebody who is Mohawk is 6 Mohawk, regardless of whether they are registered 7 to any Band under the Indian Act? 8 A. Yes. 9 130 Q. And the same would be for the 10 Cayuga or the Seneca or the Oneida or the 11 Tuscarora, right? 12 A. Yes. 13 131 Q. So registration with any Band or 14 eligibility to register with any Band doesn't 15 determine whether or not somebody is Haudenosaunee 16 or Mohawk or any of the other constituent Nations? 17 A. That's correct. 18 132 Q. Now, you say at paragraph 41, and 19 we can turn that up. 20 A. [Witness reviews document.] 21 Okay. 22 133 Q. You say in this paragraph that you 23 have "always viewed the claims in this court case 24 as belonging to the Six Nations of the Grand 25 River", right?</p>	<p>29</p>

<p>1 A. Yes.</p> <p>2 134 Q. And that you are saying the</p> <p>3 claims, in your view, belong to the Band and its</p> <p>4 members?</p> <p>5 A. Yes. Just to clarify as well,</p> <p>6 though, I want to -- regardless of the Band and its</p> <p>7 members, in my view, we are all Haudenosaunee</p> <p>8 people regardless.</p> <p>9 135 Q. And I am not disputing that. I</p> <p>10 understand that. But I am saying that for the</p> <p>11 purposes of this action, I understand your view to</p> <p>12 be that the claims belong to the members of the</p> <p>13 Band, but not to the Haudenosaunee at large; is</p> <p>14 that fair?</p> <p>15 A. No, I wouldn't say that is fair,</p> <p>16 because we are all Haudenosaunee.</p> <p>17 136 Q. So is it fair then, in your view,</p> <p>18 that the claims at issue in the case belong to the</p> <p>19 Haudenosaunee more broadly than the Band and its</p> <p>20 members?</p> <p>21 A. I think it belongs to all Six</p> <p>22 Nations members, including the Haudenosaunee. We</p> <p>23 are all Haudenosaunee people, in my view.</p> <p>24 137 Q. Right, and what I am trying to get</p> <p>25 at is the Haudenosaunee is a -- the Haudenosaunee</p>	<p>30</p>	<p>1 A. But when you refer to</p> <p>2 Haudenosaunee, you are also referring to me.</p> <p>3 140 Q. You are within the big group.</p> <p>4 A. Yes.</p> <p>5 141 Q. Right, agreed. And what I am</p> <p>6 getting at is when I refer to Haudenosaunee, is it</p> <p>7 fair that you will understand me to be referring to</p> <p>8 all Haudenosaunee people everywhere registered to</p> <p>9 any Indian Act Band, registered to any Bureau of</p> <p>10 Indian Affairs Tribe or not registered to anything</p> <p>11 at all. Haudenosaunee people are a larger group of</p> <p>12 people than any particular Band; correct?</p> <p>13 A. Yes.</p> <p>14 142 Q. Okay. So when I am referring to</p> <p>15 the Haudenosaunee at large, I am referring to the</p> <p>16 larger subset, inclusive of people registered to</p> <p>17 Six Nations of the Grand River.</p> <p>18 A. Okay.</p> <p>19 143 Q. Okay. So at paragraph 41 you say</p> <p>20 it is your view that the claims in this case belong</p> <p>21 to Six Nations of the Grand River, and you have</p> <p>22 told me that it is your understanding that it means</p> <p>23 it belongs to the Band and its members?</p> <p>24 A. Yes.</p> <p>25 144 Q. And I take it then that your</p>	<p>32</p>
<p>1 is broader. It is a broader group than the Six</p> <p>2 Nations of the Grand River?</p> <p>3 A. I --</p> <p>4 MR. JANES: Sorry, can I suggest, Mr.</p> <p>5 Dumigan, that because we have used different terms</p> <p>6 in different contexts here, I think what you are</p> <p>7 saying here are the Haudenosaunee Confederacy; is</p> <p>8 that not fair?</p> <p>9 Can we perhaps -- in order to bring a</p> <p>10 bit more accuracy to the questions, because I think</p> <p>11 obviously the question is somewhat confusing, I am</p> <p>12 going to suggest that we try to be consistent about</p> <p>13 using the term "Haudenosaunee Confederacy" as</p> <p>14 opposed to the "Six Nations of the Grand River" to</p> <p>15 distinguish between the two groups.</p> <p>16 BY MR. DUMIGAN:</p> <p>17 138 Q. Sure, and maybe I can say this.</p> <p>18 Chief Hill, would you agree that the</p> <p>19 Haudenosaunee Confederacy, that is, the entire</p> <p>20 sovereign people throughout history, is comprised</p> <p>21 of Haudenosaunee people?</p> <p>22 A. Yes.</p> <p>23 139 Q. Okay, and when I refer to the</p> <p>24 Haudenosaunee, I am referring to the big group,</p> <p>25 right, regardless of --</p>	<p>31</p>	<p>1 understanding is that it does not belong to people</p> <p>2 who are not members of the Six Nations of the Grand</p> <p>3 River Band, the claims?</p> <p>4 A. Yes.</p> <p>5 145 Q. Okay. And there are Haudenosaunee</p> <p>6 people, we have already clarified, who are not</p> <p>7 members of the Six Nations of the Grand River Band?</p> <p>8 A. Yes.</p> <p>9 146 Q. So is it your view that the claims</p> <p>10 in this case do not belong to the Haudenosaunee</p> <p>11 people more broadly but only to this particular</p> <p>12 Band? That is what I am trying to clarify.</p> <p>13 A. Only to Six Nations of the Grand</p> <p>14 River.</p> <p>15 147 Q. And by Six Nations of the Grand</p> <p>16 River, you are referring to the Band and its</p> <p>17 members?</p> <p>18 A. Yes.</p> <p>19 148 Q. Okay. So your position is that</p> <p>20 the Haudenosaunee more broadly do not have a claim</p> <p>21 in this case. It is only a subset of Haudenosaunee</p> <p>22 people?</p> <p>23 A. Yes.</p> <p>24 149 Q. And you understand that this</p> <p>25 action concerns, among other things, the Haldimand</p>	<p>33</p>

<p style="text-align: right;">34</p> <p>1 Proclamation of 1784?</p> <p>2 A. Yes.</p> <p>3 150 Q. And is it fair to say and you will</p> <p>4 agree with me, I take it, that there are disputes</p> <p>5 about interpreting the Haldimand Proclamation of</p> <p>6 1784?</p> <p>7 A. Yes.</p> <p>8 151 Q. Including from, for example, the</p> <p>9 Crown Defendants?</p> <p>10 A. I have not seen.</p> <p>11 152 Q. Is it fair to say in your</p> <p>12 understanding that the Crown Defendants take a</p> <p>13 different view of the Haldimand Proclamation than</p> <p>14 the Six Nations of the Grand River Band does?</p> <p>15 A. I have not seen that. I can't</p> <p>16 answer that question.</p> <p>17 153 Q. Okay. Do you have any</p> <p>18 understanding as to -- obviously there is an</p> <p>19 intervention motion going on in this case. That is</p> <p>20 why we are here today.</p> <p>21 A. Yes.</p> <p>22 154 Q. Is it fair to say that the</p> <p>23 Haudenosaunee Confederacy Chiefs Council takes a</p> <p>24 different view of the Haldimand Proclamation than</p> <p>25 does the Six Nations of the Grand River Band?</p>	<p style="text-align: right;">36</p> <p>1 157 Q. Thank you. But you have agreed</p> <p>2 with me that there are disputes about how it is to</p> <p>3 be interpreted?</p> <p>4 A. Yes.</p> <p>5 158 Q. Are you aware that it is HDI's</p> <p>6 position on behalf of the Haudenosaunee Confederacy</p> <p>7 Chiefs that the Haldimand Proclamation concerns</p> <p>8 rights of the Haudenosaunee Confederacy at large?</p> <p>9 A. I am not aware.</p> <p>10 159 Q. You are aware that the Plaintiff</p> <p>11 opposes HDI's motion?</p> <p>12 A. Pardon me?</p> <p>13 160 Q. Are you aware that the Plaintiff</p> <p>14 opposes HDI's motion to intervene in this case?</p> <p>15 A. Yes.</p> <p>16 161 Q. And is it the Plaintiff's view or</p> <p>17 your view that HDI has no interest in this case?</p> <p>18 A. Yes.</p> <p>19 162 Q. Is it your view and the</p> <p>20 Plaintiff's view that the Haudenosaunee Confederacy</p> <p>21 Chiefs Council has no interest in this case?</p> <p>22 A. Yes.</p> <p>23 163 Q. Is it your view that the</p> <p>24 Haudenosaunee people outside of Six Nations of the</p> <p>25 Grand River have no interest in this case?</p>
<p style="text-align: right;">35</p> <p>1 MR. JANES: Well, how can he testify as</p> <p>2 to what the state of mind was of the Haudenosaunee</p> <p>3 Confederacy Council?</p> <p>4 MR. DUMIGAN: I'm sorry, I couldn't</p> <p>5 hear you, Mr. Janes, I'm sorry.</p> <p>6 R/F MR. JANES: Sorry. I object to that</p> <p>7 question on the basis that he cannot answer as to</p> <p>8 the state of mind of the members of the</p> <p>9 Haudenosaunee Confederacy Council.</p> <p>10 BY MR. DUMIGAN:</p> <p>11 155 Q. Okay, that is fine. Is it your</p> <p>12 understanding -- I'll just ask for his</p> <p>13 understanding; is that okay, Mr. Janes?</p> <p>14 MR. JANES: Well, let's see what the</p> <p>15 question is, and then based on the question, we'll</p> <p>16 deal with that, but that may be a better way to</p> <p>17 proceed.</p> <p>18 BY MR. DUMIGAN:</p> <p>19 156 Q. Okay. Do you have any</p> <p>20 understanding, Mr. Hill, as to whether the</p> <p>21 Haudenosaunee Confederacy Chiefs Council takes a</p> <p>22 different view of the Haldimand Proclamation than</p> <p>23 does the Plaintiff Band?</p> <p>24 A. I don't have an understanding of</p> <p>25 that.</p>	<p style="text-align: right;">37</p> <p>1 A. Yes.</p> <p>2 164 Q. So the only people who have any</p> <p>3 interest in this case are people that are</p> <p>4 registered to the Band?</p> <p>5 A. Yes.</p> <p>6 165 Q. And it is only those people, in</p> <p>7 the Plaintiff's view, that are entitled to any</p> <p>8 remedies flowing from however this case is</p> <p>9 determined?</p> <p>10 A. So just if I can clarify on that</p> <p>11 last question, I mean, in my view, those specific</p> <p>12 on the Band are also part of the Haudenosaunee</p> <p>13 Confederacy, so they technically would have an</p> <p>14 interest based upon them being on the Band.</p> <p>15 166 Q. Those people?</p> <p>16 A. Right.</p> <p>17 167 Q. Right, but you are saying that the</p> <p>18 Haudenosaunee Confederacy doesn't have an interest.</p> <p>19 A. What I am saying is that those</p> <p>20 Haudenosaunee Confederacy who comprise the</p> <p>21 Haudenosaunee Confederacy are also a part of the</p> <p>22 Band.</p> <p>23 168 Q. Right, but the Band is not -- it</p> <p>24 is a smaller subset of the Haudenosaunee</p> <p>25 Confederacy is your understanding?</p>

38	<p>1 A. It is a body that represents all</p> <p>2 of its members based upon CIRNAC and our first</p> <p>3 conversation.</p> <p>4 169 Q. So I just want to understand that.</p> <p>5 I understand your position to be that the members</p> <p>6 of the Plaintiff Band are Haudenosaunee?</p> <p>7 A. Yes.</p> <p>8 170 Q. And I guess I am trying to</p> <p>9 understand does the Haudenosaunee Confederacy have</p> <p>10 an interest in the issues in this case?</p> <p>11 A. No, but what I am saying, to</p> <p>12 clarify, is that the Haudenosaunee Confederacy are</p> <p>13 also a part of the Band, which they would have an</p> <p>14 interest.</p> <p>15 171 Q. And maybe just to clarify your</p> <p>16 evidence, it is there are people in the</p> <p>17 Haudenosaunee Confederacy who are also members of</p> <p>18 the Band?</p> <p>19 A. That's right.</p> <p>20 172 Q. And the --</p> <p>21 A. And just like vice versa, for</p> <p>22 myself, I also feel in my view that I am also a</p> <p>23 part of the Haudenosaunee Confederacy as a</p> <p>24 Haudenosaunee person.</p> <p>25 173 Q. Of course, but it is your view</p>	40
39	<p>1 that the Haudenosaunee Confederacy does not have</p> <p>2 any interest in the case?</p> <p>3 A. That is right.</p> <p>4 174 Q. Rather, just specific members of</p> <p>5 the Band who you are telling me are also</p> <p>6 Haudenosaunee?</p> <p>7 A. But my point being is that the</p> <p>8 Haudenosaunee Confederacy who are comprised of</p> <p>9 members of our Band are also a part of this. So I</p> <p>10 wouldn't say at large that the Confederacy has an</p> <p>11 interest, but I would say people who are a part of</p> <p>12 the Confederacy are also a part of the Band.</p> <p>13 175 Q. But there are people in the</p> <p>14 Confederacy who aren't a part of the Band as well?</p> <p>15 A. Specific to Six Nations.</p> <p>16 176 Q. Right, there are people who are in</p> <p>17 the Haudenosaunee Confederacy that are not members</p> <p>18 of the Band, of the Six Nations of the Grand River</p> <p>19 Band?</p> <p>20 A. To my knowledge, they are all part</p> <p>21 of the Band.</p> <p>22 177 Q. All members of the Haudenosaunee</p> <p>23 Confederacy are part of the Six Nations of the</p> <p>24 Grand River Band?</p> <p>25 A. Specific to Six Nations, yes.</p>	41
	<p>1 178 Q. So when you are saying "specific</p> <p>2 to Six Nations", are you saying specific to the</p> <p>3 Reserve?</p> <p>4 A. Yes.</p> <p>5 179 Q. The Six Nations of the Grand River</p> <p>6 Reserve 40B?</p> <p>7 A. 40A and B.</p> <p>8 180 Q. 40A and B. But you'll agree with</p> <p>9 me that there are -- the Haudenosaunee Confederacy</p> <p>10 is made up of people --</p> <p>11 A. But what I am trying to get at is</p> <p>12 that we are all one people. I mean, what it sounds</p> <p>13 like is that -- like the Iroquois Confederacy is</p> <p>14 also part of the Band and the people who are part</p> <p>15 of the Band are also a part of the Iroquois</p> <p>16 Confederacy.</p> <p>17 181 Q. So is it your view that all, the</p> <p>18 entirety of the Haudenosaunee or Iroquois</p> <p>19 Confederacy is part of the Six Nations of the Grand</p> <p>20 River Band?</p> <p>21 A. No, that is -- Six Nations of the</p> <p>22 Grand River specifically of the Iroquois</p> <p>23 Confederacy.</p> <p>24 182 Q. So there is a subset of the</p> <p>25 Iroquois Confederacy residing at Six Nations of the</p>	

<p>42</p> <p>1 Development Canada"?</p> <p>2 A. Yes.</p> <p>3 188 Q. And that is now known as</p> <p>4 Crown-Indigenous Relations and Northern Affairs</p> <p>5 Canada?</p> <p>6 A. Yes.</p> <p>7 189 Q. And you describe a proposed Code</p> <p>8 in that section and a voting process regarding that</p> <p>9 Code, right?</p> <p>10 A. Yes.</p> <p>11 190 Q. And I understand this was in</p> <p>12 support of an application made under section 10 of</p> <p>13 the Indian Act; is that right?</p> <p>14 A. Sorry, can you refer to section</p> <p>15 10?</p> <p>16 191 Q. I'll take you to maybe we'll go to</p> <p>17 your third affidavit.</p> <p>18 A. Sure.</p> <p>19 192 Q. And there is Exhibit A to that</p> <p>20 affidavit, there is a letter from Michael Walsh.</p> <p>21 A. Okay, sorry, and you are referring</p> <p>22 to which?</p> <p>23 193 Q. The only exhibit in that affidavit</p> <p>24 is Exhibit A.</p> <p>25 A. A, yes.</p>	<p>44</p> <p>1 looking at, page 30 of I suppose it is the</p> <p>2 Supplementary Responding Motion Record of the Six</p> <p>3 Nations of the Grand River indicates that that</p> <p>4 request was denied?</p> <p>5 A. Yes.</p> <p>6 201 Q. Now, backing up, we have already</p> <p>7 talked about the Plaintiff's view as to who it is</p> <p>8 that is entitled to or has a claim in this action,</p> <p>9 and you have told me it is the members of the Six</p> <p>10 Nations of the Grand River Band, right?</p> <p>11 A. Yes.</p> <p>12 202 Q. So is it your understanding that</p> <p>13 unless somebody subscribes to a registry under the</p> <p>14 Indian Act by which they could become a member of</p> <p>15 the Plaintiff Band, they do not have rights under</p> <p>16 the Haldimand Proclamation?</p> <p>17 MR. JANES: I am just going to</p> <p>18 interrupt you because --</p> <p>19 MR. DUMIGAN: I can't hear you, Mr.</p> <p>20 Janes.</p> <p>21 R/F MR. JANES: I am going to object there,</p> <p>22 because the process of registration and becoming a</p> <p>23 member of the Band, you have not accurately stated</p> <p>24 how it works under the Indian Act.</p> <p>25 So to be clear, except for people who</p>
<p>43</p> <p>1 194 Q. It is a letter to you.</p> <p>2 A. Yes.</p> <p>3 195 Q. Okay, and you will see under the</p> <p>4 heading "Transfer of Membership Control"?</p> <p>5 A. One of the sub-headings, yes.</p> <p>6 196 Q. Yes, and it says:</p> <p>7 "Section 10 of the Indian Act</p> <p>8 provides a route by which a First</p> <p>9 Nation may establish membership</p> <p>10 rules and request that control over</p> <p>11 its membership."</p> <p>12 A. Yes.</p> <p>13 197 Q. So my understanding is that the</p> <p>14 voting process and proposed Code, that was in</p> <p>15 connection with a submission or an application or a</p> <p>16 request, whatever you want to call it, under</p> <p>17 section 10 of the Indian Act?</p> <p>18 A. Yes.</p> <p>19 198 Q. And this is effectively asking for</p> <p>20 permission from the Crown?</p> <p>21 A. Yes.</p> <p>22 199 Q. And there was in fact an</p> <p>23 application made?</p> <p>24 A. Yes.</p> <p>25 200 Q. And this letter that we are</p>	<p>45</p> <p>1 are transferring, people do not have to register to</p> <p>2 become Status Indians; in other words, they don't</p> <p>3 need to take a step or apply to register as Status</p> <p>4 Indians or to become Status Indians or to become</p> <p>5 members. There is a birthright process for those</p> <p>6 people who are not transferred.</p> <p>7 So you have to be careful because you</p> <p>8 are stating statutory processes to the witness and</p> <p>9 not quite doing so accurately.</p> <p>10 BY MR. DUMIGAN:</p> <p>11 203 Q. Okay, that is fine, and I will</p> <p>12 rephrase.</p> <p>13 So is it your position then, given the</p> <p>14 nature of the claims in this case, that unless</p> <p>15 somebody is registered under the Indian Act, they</p> <p>16 cannot have rights?</p> <p>17 R/F MR. JANES: Well, again, I am going to</p> <p>18 object because of the fact that the way that the</p> <p>19 status and registration provisions of the Indian</p> <p>20 Act work, rights extend statutorily regardless of</p> <p>21 whether the person has actually registered or not.</p> <p>22 And so in fairness, you are asking the</p> <p>23 witness a question that involves a legal</p> <p>24 understanding of how registration works and what</p> <p>25 registration means. I think, in fairness, you</p>

<p style="text-align: right;">46</p> <p>1 can't put the statute to the witness effectively</p> <p>2 without ensuring that the statute is entirely</p> <p>3 stated accurately.</p> <p>4 BY MR. DUMIGAN:</p> <p>5 204 Q. Okay, so maybe I'll rephrase this</p> <p>6 again.</p> <p>7 Chief Hill, you told me that members</p> <p>8 correspond with a Status Card under the Indian Act;</p> <p>9 is that fair?</p> <p>10 A. Yes.</p> <p>11 205 Q. And however --</p> <p>12 MR. JANES: So, sorry, I just want to</p> <p>13 be clear just so you know why I am objecting to</p> <p>14 this line of questioning, because you have asked</p> <p>15 the witness his understanding about this, but to be</p> <p>16 clear, of course, membership is not dependent upon</p> <p>17 having a Status Card.</p> <p>18 MR. DUMIGAN: Can I say eligibility --</p> <p>19 MR. JANES: Because there are many</p> <p>20 people who have status who do not have Status</p> <p>21 Cards.</p> <p>22 BY MR. DUMIGAN:</p> <p>23 206 Q. Okay, is it your understanding,</p> <p>24 Mr. Hill, that in order to vote, you need a Status</p> <p>25 Card?</p>	<p style="text-align: right;">48</p> <p>1 the Band List, they do not have rights under the</p> <p>2 Haldimand Proclamation?</p> <p>3 A. I --</p> <p>4 MR. JANES: Well, sorry, I am going to</p> <p>5 object to this because -- and just bear with me as</p> <p>6 to the reason for the objection, because of course</p> <p>7 this claim is not asking the Court to litigate with</p> <p>8 respect to whether or not there is broader issues</p> <p>9 under the Haldimand Proclamation. We are asking</p> <p>10 about the claims with respect to the Reserve or the</p> <p>11 properties outside the Reserve.</p> <p>12 R/F So I think in asking a generic question</p> <p>13 about issues that haven't been pleaded, which we</p> <p>14 haven't discussed with the witness which aren't at</p> <p>15 in issue in this litigation, I am going to object</p> <p>16 to that.</p> <p>17 But if you want to ask questions about</p> <p>18 entitlements arising out of the Reserve as</p> <p>19 described in the Haldimand Proclamation, we are</p> <p>20 happy to let you proceed on that basis.</p> <p>21 MR. DUMIGAN: Well, Mr. Janes, maybe I</p> <p>22 can ask you this. Is it fair to say that the claim</p> <p>23 seeks to have the Haldimand Proclamation</p> <p>24 interpreted to some extent.</p> <p>25 MR. JANES: I think that is.</p>
<p style="text-align: right;">47</p> <p>1 MR. JANES: Well, again, I am going to</p> <p>2 object to that because -- well, sorry, I'll let the</p> <p>3 witness answer that.</p> <p>4 THE WITNESS: Can you repeat the</p> <p>5 question?</p> <p>6 BY MR. DUMIGAN:</p> <p>7 207 Q. Is my understanding correct that</p> <p>8 in order to vote in elections for Six Nations of</p> <p>9 the Grand River Band that you need a Status Card?</p> <p>10 A. You need to be registered on the</p> <p>11 Band List.</p> <p>12 208 Q. On the Band List, and everybody on</p> <p>13 the Band List either has a Status Card or maybe</p> <p>14 they have lost it. There is a number that they</p> <p>15 have. There is a registration number; fair?</p> <p>16 A. Yes.</p> <p>17 209 Q. Okay. And if you aren't on the</p> <p>18 Band List, you do not have a voice in elections?</p> <p>19 A. Specifically the Six Nations.</p> <p>20 210 Q. Of the Grand River, correct.</p> <p>21 A. Yes.</p> <p>22 211 Q. Okay. And is it fair -- and maybe</p> <p>23 I can do this, Mr. Janes, by reference to the Band</p> <p>24 List, which Chief Hill has an understanding of. Is</p> <p>25 it your understanding that unless somebody is on</p>	<p style="text-align: right;">49</p> <p>1 BY MR. DUMIGAN:</p> <p>2 212 Q. Okay. So regardless of obviously</p> <p>3 our different characterizations as to whether the</p> <p>4 claim concerns a Reserve or concerns the Haldimand</p> <p>5 Proclamation, I want to ask about the Haldimand</p> <p>6 Proclamation, which Mr. Janes has just clarified.</p> <p>7 The interpretation of it is at issue in the claim;</p> <p>8 fair?</p> <p>9 A. Yes.</p> <p>10 213 Q. Okay. And I want to understand</p> <p>11 whether or not it is your view that in order for an</p> <p>12 individual to have rights under the Haldimand</p> <p>13 Proclamation, they need to be on the Band List?</p> <p>14 A. I wouldn't say -- that is not</p> <p>15 entirely my view.</p> <p>16 214 Q. That is not. So you cannot be on</p> <p>17 the Band List, but have rights under the Haldimand</p> <p>18 Proclamation?</p> <p>19 A. I would say so.</p> <p>20 215 Q. And is it fair then that rights</p> <p>21 under the Haldimand Proclamation extend to people</p> <p>22 beyond simply those people on the Band List and</p> <p>23 registered to the Band?</p> <p>24 A. Again, it is specific to Six</p> <p>25 Nations.</p>

<p>1 216 Q. Six Nations of the Grand River? 2 A. That's right. 3 217 Q. So Six Nations of the Grand River 4 has a Band List, you have just told me? 5 A. Yes. 6 218 Q. Right, that is a list of people 7 who are members? 8 A. Right. 9 219 Q. And you told me that the Haldimand 10 Proclamation is not -- that the rights under the 11 Haldimand Proclamation are not limited to simply 12 the people on the Band List? 13 A. Right. 14 220 Q. Thank you. Now I want to go to 15 paragraph 19 of your affidavit, the first 16 affidavit. 17 A. Okay. 18 221 Q. And in this section, it is 19 headed -- the header is "Relationship Between the 20 Elected Council and Confederacy Council"? 21 A. Yes. 22 222 Q. And by the "Confederacy Council", 23 I take it you are referring to what is sometimes 24 referred to as the Haudenosaunee Confederacy Chiefs 25 Council?</p>	50	<p>1 recent communication and reach-out has not been 2 specifically to this litigation. 3 228 Q. Okay, but to be fair, there has 4 been an attempt to work with the Confederacy 5 Council as it relates to this litigation; is that 6 fair? 7 A. One hundred percent. 8 229 Q. And you describe in this section 9 an acrimonious relationship. Is it fair for me to 10 say that this reaching out has been in an attempt 11 to resolve some of those tensions? 12 A. Yes, community tensions. 13 230 Q. And tensions as between the 14 Elected Council and the Haudenosaunee Confederacy 15 Chiefs Council? 16 A. Yes. 17 231 Q. And that is something that the 18 Elected Council strives for? 19 A. Yes. We want unity within this 20 community. 21 232 Q. Okay. 22 A. That is what we are striving for. 23 233 Q. And when you say that there have 24 been efforts to reach out to the Haudenosaunee 25 Confederacy Chiefs Council regarding this</p>	52
<p>1 A. Yes. 2 223 Q. And by "Elected Council", you are 3 referring to your own office administration? 4 A. Yes. 5 224 Q. And at paragraph 23, going on to 6 the next page, you refer to efforts to, quote, 7 "reach out" to the Haudenosaunee Confederacy? 8 A. Yes. 9 225 Q. And can you tell me what you mean 10 by "reach out"? 11 A. So we have been sending multiple 12 letters. We were engaged at one point in time when 13 a situation was occurring in Caledonia where we 14 were meeting back and forth, again, on community 15 safety issues with that matter. However, the 16 reach-out has been on multiple attempts through 17 letter-writing, as well as phone calls, text 18 messages with the Secretary, and so forth. 19 226 Q. And have any of those efforts been 20 connected to this litigation? 21 A. No. 22 227 Q. No, there has been no reach-out 23 regarding this litigation? 24 A. There has been multiple reach-outs 25 on this litigation over the years, but my most</p>	51	<p>1 litigation, that is it fair has been in the Elected 2 Council's view an effort to work cooperatively on 3 the issues in this litigation? 4 A. I think it is more the 5 relationship as opposed to just this litigation. 6 234 Q. Okay, I want to talk about this 7 litigation. How does the relationship relate to 8 this litigation? Is there an effort to try to 9 work cooperatively with the Haudenosaunee 10 Confederacy -- 11 A. Yes. 12 235 Q. -- in respect of this litigation? 13 A. Yes. 14 236 Q. And there has been contact with 15 the Haudenosaunee Confederacy to try to have them 16 assist or cooperate? How would you describe it? 17 A. Again, I believe that the 18 reach-out that we have been doing over the years 19 has always been to come to some sort of unity front 20 in anticipation of this litigation. 21 237 Q. And is it fair to say then, given 22 the effort to present a united front, that the 23 Haudenosaunee Confederacy Chiefs Council has an 24 interest in this litigation? 25 A. We are all Haudenosaunee.</p>	53

54	<p>1 238 Q. And I am asking you does the 2 Haudenosaunee Confederacy Chiefs Council have an 3 interest in this litigation? 4 A. No. 5 239 Q. They don't? 6 A. No. They are already a part of it 7 under the Six Nations of the Band. 8 240 Q. So they can only participate in 9 this litigation, it is your position, via the Band 10 Council? 11 A. Well, we are the ones who launched 12 it. 13 241 Q. Right, but you are saying that 14 they have no interest other than with the Band 15 Council? 16 A. Yes. 17 242 Q. So you speak about a united front. 18 What do you mean by a "united front"? 19 A. The relationship between the 20 Elected Council and the Haudenosaunee Confederacy. 21 243 Q. And is it fair to say that the 22 united front you are proposing is the Haudenosaunee 23 Confederacy standing behind the Elected Council 24 with the Elected Council driving the litigation? 25 A. Can you reframe that question?</p>	56	<p>1 then. What is the -- you are seeking a united 2 front with them. For what purpose? 3 A. For the purpose of all of our 4 people. 5 249 Q. Right, you are saying that the 6 Haudenosaunee Confederacy Chiefs Council, its 7 people are your people? 8 A. We are all one people. 9 250 Q. Understood. And by virtue of the 10 Haudenosaunee Confederacy Chiefs Council and who 11 its people are, does the Haudenosaunee Confederacy 12 Chiefs Council have an interest in the issues in 13 this case? 14 A. No. 15 251 Q. But you have told me it is the 16 same people. 17 A. I am not understanding your front 18 of this question. We are all one people, so the 19 interests of the Confederacy is already based upon 20 what we are doing. 21 252 Q. So the interests of the 22 Confederacy, in your view, is represented 23 adequately by the Elected Council? 24 A. At this time, yes. 25 253 Q. That is your view?</p>
55	<p>1 244 Q. So you had spoke about having a 2 united front in respect of this litigation, and I 3 am trying to understand you told me that the 4 Haudenosaunee Confederacy -- 5 A. I told you that I wanted a united 6 front based upon the relationship. You made it 7 specific to this litigation, and that is when I did 8 say, yes, the united front is what we are 9 attempting in anticipation of this litigation. 10 245 Q. Okay, and you then told me that 11 the Haudenosaunee Confederacy Chiefs Council has no 12 interest in this litigation? 13 A. That's right. 14 246 Q. So what is the united front? What 15 is it that they are bringing to the table, in your 16 view, if you are seeking a united front? Are you 17 seeking support or are you seeking, you know, a 18 side-by-side united front or is it Band Council in 19 front of the Haudenosaunee Confederacy Chiefs -- 20 A. Side by side. 21 247 Q. Side by side. So do they have a 22 direct interest in the litigation and the issues in 23 it? 24 A. No. 25 248 Q. I suppose I'm kind of at a loss</p>	57	<p>1 A. Yes. 2 254 Q. Okay, and if the Haudenosaunee 3 Confederacy Chiefs Council were to take a different 4 view, I suppose that would be their prerogative; 5 correct? 6 A. I think that is where we have to 7 get to the table and discuss these. 8 255 Q. Okay. And when you say at this 9 time the Haudenosaunee Confederacy Chiefs Council's 10 interests, in your view, are represented 11 sufficiently by the Elected Council, what do you 12 mean by "at this time"? 13 A. At this time of this litigation. 14 256 Q. And what about ten years ago? 15 A. I couldn't speak to that. I am 16 only speaking to current times. 17 257 Q. Okay. I want to go to paragraph 18 21 of your affidavit, and I'll let you read that 19 briefly. 20 A. [Witness reviews document.] 21 Okay. 22 258 Q. Now, in this paragraph you are 23 referring to what you call an "example of the 24 ongoing acrimony" between the Elected Council and 25 the Confederacy Council?</p>


<p>1 A. Yes. 2 259 Q. And here you refer to a letter 3 dated July 11th, 2022, which you attach as Exhibit 4 I; correct? 5 A. Yes. 6 260 Q. And that is a letter penned and 7 signed by you? 8 A. Yes. 9 261 Q. And you say that this letter 10 prompted a response by way of a press conference 11 from the Haudenosaunee Confederacy Chiefs Council a 12 few weeks later; correct? 13 A. Yes. 14 262 Q. And you say that this letter at 15 Exhibit I did not mention the Confederacy Council 16 or the Haudenosaunee Confederacy; correct? 17 A. Yes. 18 263 Q. Is it your view that the July 19 11th, 2022 letter did not concern the Confederacy 20 Council or just that it didn't reference them 21 explicitly? 22 A. It didn't reference them 23 explicitly. 24 264 Q. But it did concern them? 25 A. I am not sure. I can't speak for</p>	<p>58</p>	<p>1 A. Yes. 2 271 Q. And then four lines down, it 3 references "properly acknowledging our territorial 4 jurisdiction"? 5 A. Yes. 6 272 Q. And this is a letter directed to 7 different municipalities in the province, or I 8 don't know if it is the province, "Mayors, 9 Councillors and Municipal Administrators in the 10 Haldimand Tract"? 11 A. Yes. 12 273 Q. And you are asking these 13 municipalities to properly acknowledge the Six 14 Nations of the Grand River Band's territorial 15 jurisdiction, you say; is that fair? 16 A. Yes. 17 274 Q. And then further down in the 18 fourth paragraph, you say at the end of that 19 paragraph: 20 "We ask that all municipal, 21 provincial and federal officials and 22 political leaders recognize our 23 unique claim to this significant 24 tract of land." [As read.] 25 Do you see that?</p>	<p>60</p>
<p>1 them. 2 265 Q. Well, why don't we go to the 3 letter. I need to ask you to turn up Exhibit I. 4 A. Okay. 5 266 Q. And the letter is dated July 11th, 6 2022? 7 A. Yes. 8 267 Q. And am I correct that this is 9 about one month after HDI moved to intervene in 10 this case on behalf of the Haudenosaunee 11 Confederacy Chiefs Council? 12 A. I am unaware of the exact date 13 that they chose to intervene in this case. 14 268 Q. Okay, could you take my word for 15 it that it is June 10th, 2022? 16 A. Sure. 17 269 Q. And the first paragraph talks 18 about, in the fourth line, "properly acknowledging 19 our territorial jurisdiction"; do you see those 20 words? 21 A. Sorry, no, I don't. Which 22 paragraph? 23 270 Q. The first paragraph on the first 24 page, it starts: 25 "I write on behalf of [...]"</p>	<p>59</p>	<p>1 A. Yes. 2 275 Q. And this "significant tract of 3 land", I take it you are referring to the Haldimand 4 Tract? 5 A. Yes. 6 276 Q. And this is the tract delineated, 7 I'll say, in the Haldimand Proclamation of 1784? 8 A. Yes. 9 277 Q. And this is, you are saying, 10 recognized by "our unique claim", you are referring 11 to the Elected Council or the Band? 12 A. Yes. 13 278 Q. And when you say "unique claim", 14 are you saying that it is a claim that is uniquely 15 the Band as in it is nobody else's? 16 A. No, it is uniquely to the people 17 of Six Nations. 18 279 Q. And you have told me that the 19 people of Six Nations are the Band, the members of 20 the Band? 21 A. Yes. 22 280 Q. And when you say "uniquely", 23 instead of who else? Is there another body -- 24 A. Well, I think, when I refer to 25 "uniqueness", I refer to as all Six Nations. I am</p>	<p>61</p>

62	<p>1 not privy to any other community that has all Six 2 Nations living in one territory.</p> <p>3 281 Q. Right, but I am trying -- 4 A. I am talking about the uniqueness 5 in that sense.</p> <p>6 282 Q. You are talking about the 7 uniqueness of the claim because it is -- 8 A. The uniqueness of the Six Nations 9 people and this claim.</p> <p>10 283 Q. Right, and by "the Six Nations 11 people", you are referring to the Six Nations of 12 the Grand River Band? 13 A. Yes. Are you going to keep -- do 14 we have to keep answering that question? Are you 15 going to ask that question all day? 16 284 Q. I think I will. 17 A. Okay.</p> <p>18 285 Q. I apologize. Just for the clarity 19 of the record. 20 A. All right.</p> <p>21 286 Q. At the bottom of the first page, 22 you refer to -- I'll let you read that paragraph. 23 You refer to "confusion". 24 A. Okay, sorry, which -- 25 MR. JANES: So it is the paragraph just</p>	64	<p>1 going back to the relationship with the Confederacy 2 is what we are trying to achieve.</p> <p>3 290 Q. Okay, and then so you are saying 4 the confusion is about consultation or engagement 5 with HDI on behalf of the Haudenosaunee Confederacy 6 Chiefs as -- 7 A. On behalf of Six Nations of the 8 Grand River people.</p> <p>9 291 Q. As opposed to the Six Nations of 10 the Grand River Band or whatever development 11 corporation it has in place; correct? 12 A. Yes.</p> <p>13 292 Q. Okay, and then you say in this 14 same paragraph, you mention that Elected Council is 15 the, quote, "only legitimate government"; do you 16 see that? 17 A. Yes.</p> <p>18 293 Q. Are you suggesting that there is 19 an illegitimate government? 20 A. I am suggesting that we are the 21 only legitimate government.</p> <p>22 294 Q. Is there another government? 23 A. Not to my knowledge.</p> <p>24 295 Q. So there is only the -- I am just 25 curious about the "legitimate" point. Is there an</p>
63	<p>1 before. It is the paragraph beginning "Certain 2 provincial officials [...]"</p> <p>3 BY MR. DUMIGAN: 4 287 Q. Correct. 5 A. [Witness reviews document.] 6 Okay.</p> <p>7 288 Q. And you say that this is confusion 8 as to whom municipalities and developers within the 9 Haldimand Tract must consult? 10 A. Yes.</p> <p>11 289 Q. Who are these confused, as you 12 say, municipalities and developers? 13 A. Well, in my conversation with 14 different representatives of the Province, as well 15 as our local municipalities, there have been much 16 confusion as to who they talk to when developers 17 come into play. It has been confused because they 18 have paid out 'x' amount of money to the 19 Haudenosaunee Development Institute on behalf of 20 the HCC, which has no accountability. 21 So the confusion at this point is who 22 do we pay -- who do they pay, who do they talk to. 23 And this is what this letter was meant for. Until 24 we can get to a point of looking at where the 25 accountability, what the process looks like, again,</p>	65	<p>1 illegitimate government you are referring to? 2 MR. JANES: Well, that question has 3 been answered. 4 BY MR. DUMIGAN: 5 296 Q. Okay. What about the 6 Haudenosaunee Confederacy Chiefs Council; is that a 7 legitimate government? 8 A. Not to my knowledge.</p> <p>9 297 Q. Your position is that the 10 Haudenosaunee Confederacy Chiefs Council is an 11 illegitimate government? 12 A. Again, I have no comment to that 13 question.</p> <p>14 298 Q. You have no comment? You don't 15 have a view on that? 16 MR. JANES: Well, what the -- 17 MR. DUMIGAN: Mr. Janes, I can't hear 18 you. 19 MR. JANES: Sorry, in fairness, Mr. 20 Dumigan, you asked him if he said that the 21 Haudenosaunee Confederacy Chiefs Council was a 22 government. He said no. That seems to end that 23 line of questions, as your question about being 24 viewed as an illegitimate government presumes that 25 he thinks of them as a government.</p>

66	<p>1 So in fairness, you have got an answer</p> <p>2 to your question. You have got to move on from</p> <p>3 that.</p> <p>4 BY MR. DUMIGAN:</p> <p>5 299 Q. Well, to be fair, Mr. Janes, in</p> <p>6 this section he refers to confusion as to who to</p> <p>7 consult; correct?</p> <p>8 A. Yes.</p> <p>9 300 Q. And you say that confusion is</p> <p>10 whether to consult the Six Nations of the Grand</p> <p>11 River Band or its development corporation or the</p> <p>12 Haudenosaunee Confederacy Chiefs Council or HDI;</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 MR. DUMIGAN: Can you give me one</p> <p>16 moment.</p> <p>17 [Discussion Off The Record.]</p> <p>18 BY MR. DUMIGAN:</p> <p>19 301 Q. Apologies. So I am just going to</p> <p>20 start again. This question, you said there is</p> <p>21 confusion by municipalities that you spoke to as to</p> <p>22 who to consult; correct?</p> <p>23 A. Right.</p> <p>24 302 Q. And you say that that confusion is</p> <p>25 as to whether do I consult the Six Nations of the</p>	68
67	<p>1 Grand River Elected Council or do I consult HDI on</p> <p>2 behalf of the HCCC; correct?</p> <p>3 A. Right.</p> <p>4 303 Q. Okay. So the paragraph concerns</p> <p>5 or deals with the Haudenosaunee Confederacy Chiefs</p> <p>6 Council; correct?</p> <p>7 A. Sorry, can you repeat that?</p> <p>8 304 Q. The paragraph, by virtue of</p> <p>9 referring to "confusion", refers, if not</p> <p>10 explicitly, implicitly to the Haudenosaunee</p> <p>11 Confederacy Chiefs Council; is that fair?</p> <p>12 A. To the Haudenosaunee Development</p> <p>13 Institute.</p> <p>14 305 Q. Okay, and you have told me that</p> <p>15 the Haudenosaunee Development Institute works with</p> <p>16 the Haudenosaunee Confederacy Chiefs Council,</p> <p>17 right?</p> <p>18 A. To my knowledge.</p> <p>19 306 Q. Okay. And then you say that Six</p> <p>20 Nations of the Grand River, as in the Band or the</p> <p>21 Band Council --</p> <p>22 A. Righting.</p> <p>23 307 Q. -- "is the only legitimate</p> <p>24 government of our nation"?</p> <p>25 A. Yes.</p>	69
	<p>1 308 Q. And I am trying to understand what</p> <p>2 is it you mean by that?</p> <p>3 A. I don't understand what your</p> <p>4 question is. It was listed to the words prior to</p> <p>5 of:</p> <p>6 "The Supreme Court of Canada</p> <p>7 confirmed and recognized that the</p> <p>8 Elected Chief and Council is the</p> <p>9 only governing body of the</p> <p>10 Territory." [As read.]</p> <p>11 So that is what I am referring to.</p> <p>12 309 Q. Whether they say it is the only</p> <p>13 governing body of the Territory or the only</p> <p>14 legitimate government?</p> <p>15 A. The only legitimate government.</p> <p>16 310 Q. Okay, as opposed to who?</p> <p>17 A. No one.</p> <p>18 311 Q. There is no other government?</p> <p>19 A. That is right.</p> <p>20 312 Q. There is no contest?</p> <p>21 A. That's right.</p> <p>22 313 Q. So what is it that made you feel</p> <p>23 you need to write to the municipalities saying it</p> <p>24 is the only legitimate government? What other</p> <p>25 government is in the running?</p>	

70	<p>1 organization or individual that has</p> <p>2 neither legal standing nor</p> <p>3 accreditation by the SNGR." [As</p> <p>4 read.]</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 319 Q. Is there another -- what outside</p> <p>8 official or proponent -- sorry, I presume that is</p> <p>9 the municipalities. What organization or</p> <p>10 individual are you referring to here, if any?</p> <p>11 A. I am not referring to anyone</p> <p>12 specifically.</p> <p>13 320 Q. Okay. Was there concern from the</p> <p>14 Elected Council that proponents or outside</p> <p>15 officials were engaging with an organization or</p> <p>16 individual that wasn't the Elected Council?</p> <p>17 A. Yes.</p> <p>18 321 Q. What organization or individual?</p> <p>19 A. The Haudenosaunee Development</p> <p>20 Institute.</p> <p>21 322 Q. And you are saying that the</p> <p>22 Haudenosaunee Development Institute cannot operate</p> <p>23 absent accreditation by SNGR; correct?</p> <p>24 A. Right, based upon their</p> <p>25 accountability.</p>	72
71	<p>1 323 Q. That is your view?</p> <p>2 A. That is my view.</p> <p>3 324 Q. And then in the second paragraph</p> <p>4 on this page starting, "Six Nations of the Grand</p> <p>5 River is vibrant [...]"; do you see that?</p> <p>6 A. Yes.</p> <p>7 325 Q. You refer to "our traditional</p> <p>8 leadership", and that is the second sentence; do</p> <p>9 you see that?</p> <p>10 A. Yes.</p> <p>11 326 Q. What traditional leadership is</p> <p>12 that referring to?</p> <p>13 A. I am referring to the</p> <p>14 Haudenosaunee Confederacy.</p> <p>15 327 Q. And you are referring to the</p> <p>16 Confederacy Council, the Council Chiefs?</p> <p>17 A. That's correct.</p> <p>18 328 Q. And you say you have reverence for</p> <p>19 their position and traditions?</p> <p>20 A. Yes.</p> <p>21 329 Q. But then you say, and I am going</p> <p>22 to summarize here and tell me if this is fair, that</p> <p>23 municipalities or external officials shouldn't talk</p> <p>24 to the Confederacy Council outside of the SNGR</p> <p>25 process?</p>	73
	<p>1 A. That they shouldn't talk to the</p> <p>2 Haudenosaunee Development Institute based upon the</p> <p>3 accountability.</p> <p>4 330 Q. Should they talk to the</p> <p>5 Confederacy Chiefs?</p> <p>6 A. That is a prerogative. I believe</p> <p>7 that is what we are trying to come to the table at.</p> <p>8 331 Q. So you say:</p> <p>9 "It would be unacceptable</p> <p>10 interference in our affairs for</p> <p>11 external bodies to engage in</p> <p>12 parallel discussions outside of the</p> <p>13 SNGR process." [As read.]</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 332 Q. And you are referring to parallel</p> <p>17 discussions with who?</p> <p>18 A. The HDI.</p> <p>19 333 Q. What about the Haudenosaunee</p> <p>20 Confederacy Chiefs?</p> <p>21 A. I couldn't speak to that.</p> <p>22 334 Q. You don't know whether this is</p> <p>23 referring to the Haudenosaunee Confederacy Chiefs?</p> <p>24 A. Well, doesn't the HDI represent</p> <p>25 the HCCC?</p>	
	<p>1 335 Q. Well, if that is your view, so</p> <p>2 they shouldn't talk to HDI on behalf of the</p> <p>3 Haudenosaunee Confederacy Chiefs; is that fair?</p> <p>4 A. Sure.</p> <p>5 336 Q. Okay. And you are saying that</p> <p>6 they shouldn't do that, but in the same paragraph</p> <p>7 you are saying that you hold the traditional</p> <p>8 leadership in high regard?</p> <p>9 A. Right.</p> <p>10 337 Q. But then you are saying that</p> <p>11 nobody should talk to the Chiefs either directly or</p> <p>12 through their delegate, let's say, other than</p> <p>13 through the SNGR process; fair?</p> <p>14 MR. JANES: Well, in fairness, you are</p> <p>15 not accurately stating what the document says.</p> <p>16 That paragraph is speaking with respect to the duty</p> <p>17 to consult, not with respect to other matters.</p> <p>18 BY MR. DUMIGAN:</p> <p>19 338 Q. Well, I suppose the document says</p> <p>20 what it says. Whether it is limited to the duty to</p> <p>21 consult we can argue over.</p> <p>22 A. We are not arguing. That is the</p> <p>23 fact. That is how this whole letter was generated.</p> <p>24 339 Q. Well, I can read the letter as</p> <p>25 well, and it says:</p>	

74	<p>1 "It would be unacceptable</p> <p>2 interference in our affairs for</p> <p>3 external bodies to engage in</p> <p>4 parallel discussions outside the</p> <p>5 SNGR process." [As read.]</p> <p>6 And then it says:</p> <p>7 "for municipalities, provincial</p> <p>8 officials or proponents to hold</p> <p>9 separate parallel discussions or</p> <p>10 consultation processes." [As read.]</p> <p>11 So is it fair to say that it is</p> <p>12 referring to consultation broader -- sorry,</p> <p>13 discussions that are broader than simply</p> <p>14 consultation, given the "or"?</p> <p>15 A. No.</p> <p>16 340 Q. Okay, so you are saying all of</p> <p>17 this is consultation?</p> <p>18 A. Yes.</p> <p>19 341 Q. But no consultation should be done</p> <p>20 with the Chiefs other than through the process?</p> <p>21 A. Through our SNGR process.</p> <p>22 342 Q. Okay, so you are saying that you</p> <p>23 hold the traditional leadership in high regard?</p> <p>24 A. Yes.</p> <p>25 343 Q. But don't speak to them other than</p>	76
75	<p>1 through me; is that fair?</p> <p>2 A. Yes.</p> <p>3 344 Q. And is this July 11th, 2022</p> <p>4 letter, in your view, an attempt to resolve the</p> <p>5 acrimony between the Confederacy Council and the</p> <p>6 Elected Council?</p> <p>7 A. No.</p> <p>8 345 Q. We heard from a witness earlier</p> <p>9 this week, Wilfred Davey; do you know who that is?</p> <p>10 A. Yes.</p> <p>11 346 Q. He mentioned that the group that</p> <p>12 he says he represents, the Men's Fire, has a very</p> <p>13 good relationship with the Elected Council; would</p> <p>14 you agree?</p> <p>15 A. Yes.</p> <p>16 347 Q. And who is the Men's Fire, in your</p> <p>17 understanding?</p> <p>18 A. Another group in the Six Nations</p> <p>19 that has voiced concerns.</p> <p>20 348 Q. Okay, and do you know who is in</p> <p>21 that group?</p> <p>22 A. All I know is Wilfred Davey and</p> <p>23 Bill Monture Senior.</p> <p>24 349 Q. And have you spoken to either</p> <p>25 Mr. Davey or Mr. Monture about this action?</p>	77

1 REPORTER'S CERTIFICATE
2
3 I, DEANA SANTEDICOLA, RPR, CRR,
4 CSR, Certified Shorthand Reporter, certify:
5 That the foregoing proceedings were
6 taken before me at the time and place therein set
7 forth, at which time the witness was put under oath
8 by me;
9 That the testimony of the witness
10 and all objections made at the time of the
11 examination were recorded stenographically by me
12 and were thereafter transcribed;
13 That the foregoing is a true and
14 correct transcript of my shorthand notes so taken.
15
16
17
18 Dated this 19th day of March, 2023.
19
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21
22
23 
24 NEESONS, A VERITEXT COMPANY
25 PER: DEANA SANTEDICOLA, RPR, CRR, CSR

TAB H

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of PAUL
DELARONDE, on his affidavit January 6, 2023, taken
via Neesons, a Veritext Company's virtual Zoom
platform, with some participants attending in
person at 77 King Street West, Suite 2020,
Toronto, ON, on the 20th day of March, 2023.

2	<p>1 A P P E A R A N C E S:</p> <p>2 GREGORY SHEPPARD, Esq., for the Plaintiff</p> <p>3</p> <p>4 TANIA MITCHELL, Esq., for the Defendant,</p> <p>5 SARAH KANKO, Esq., Attorney General of</p> <p>6 MYRA SIVALOGANATHAN, Esq.,</p> <p>7</p> <p>8 DAVID TORTELL, Esq., for the Defendant,</p> <p>9 His Majesty the King</p> <p>10 In Right of Ontario</p> <p>11</p> <p>12 TIM GILBERT, Esq., for the Moving Party,</p> <p>13 JONATHAN MARTIN, Esq., Haudenosaunee</p> <p>14 THOMAS DUMIGAN, Esq., Development Institute</p> <p>15</p> <p>16 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>17 LIAM GERRY, Esq., The Men's Fire of the</p> <p>18 Grand River Territory</p> <p>19</p> <p>20 Also Present: Tayler Hill</p> <p>21 Lonny Bomberry</p> <p>22 Mr. Ateronhiatakon</p> <p>23 Mr. Kanasaraken</p> <p>24</p> <p>25 Job No. ON5810647</p>	4
3	<p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: Paul Delaronde</p> <p>4 PAGES</p> <p>5 CROSS-EXAMINATION BY MR. GILBERT.....5 - 43</p> <p>6 CROSS-EXAMINATION BY MS. KANKO.....43 - 91</p> <p>7</p> <p>8 **The following list of undertakings, advisements</p> <p>9 and refusals is meant as a guide only for the</p> <p>10 assistance of counsel and no other purpose**</p> <p>11</p> <p>12 I N D E X O F U N D E R T A K I N G S</p> <p>13 The questions/requests undertaken are noted by U/T</p> <p>14 and appear on the following pages: [None]</p> <p>15</p> <p>16 I N D E X O F A D V I S E M E N T S</p> <p>17 The questions/requests taken under advisement are</p> <p>18 noted by U/A and appear on the following pages:</p> <p>19 [None]</p> <p>20</p> <p>21 I N D E X O F R E F U S A L S</p> <p>22 The questions/requests refused are noted by R/F and</p> <p>23 appear on the following pages: 12:3, 23:8, 23:23</p> <p>24</p> <p>25</p>	5
2	<p>1 I N D E X O F E X H I B I T S</p> <p>2</p> <p>3</p> <p>4 NO. DESCRIPTION PAGE/LINE NO.</p> <p>5 [None]</p> <p>6</p> <p>7</p> <p>8 I N D E X O F L E T T E R E D E X H I B I T S</p> <p>9</p> <p>10 LETTER DESCRIPTION PAGE/LINE NO.</p> <p>11 EXHIBIT A Photo of circle wampum..... 43/14</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	4

<p style="text-align: right;">6</p> <p>1 affidavit, some of these are kind of not our words 2 really. In our way, and I am regarded by the 3 people as kerawaionteri. It means he is one who 4 knows of our way. Basically some people call it a 5 knowledge-keeper. 6 And so when it comes to our ways, we 7 call "kaniarekowa", which is what people like to 8 refer to as the Great Law. That is the English 9 interpretation. 10 I know most of our ways. I don't know 11 everything. No one does. But I know enough to 12 know the difference between what is right and what 13 is wrong and what is the teachings of our ancestors 14 and that. 15 And when it comes to our Constitution, 16 I have always lived by this Constitution. I have 17 always tried to carry out my responsibility on 18 these. 19 This word "expert", that came because 20 of some case that was in Brantford and the Judge 21 declared me an expert. You know, every Court has 22 to have an expert, and it was the first time we 23 heard that a native was regarded as an expert. We 24 always had to have a non-native be an expert 25 because he had some alphabets behind his name. In</p>	<p style="text-align: right;">8</p> <p>1 A. Yes, tsiniionkwarihoten. 2 7 Q. Could you spell that for the 3 record? 4 A. Tsiniionkwarihoten, 5 t-s-i-n-i-i-o-n-k-w-a-r-i-h-o-t-e-n. It means 6 our -- the way -- our minds of our way. It is hard 7 sometimes to translate these things. 8 MR. GERRY: It's okay, for now all we 9 need are the spellings. 10 BY MR. GILBERT: 11 8 Q. So you used a second word in your 12 answer. 13 A. Okay, what was the second word? 14 9 Q. Well, I am not going to be able to 15 pronounce it again. 16 MR. GERRY: It was the knowers of our 17 ways or was it both times you said -- 18 THE WITNESS: Oh, kerawaionteri, I know 19 of these ways. Like when you know of these ways, 20 some people regard you as a knowledge-keeper, and 21 because I grew up with this. 22 MR. GILBERT: It is the spelling, I 23 think, that -- 24 MR. GERRY: The court reporter needs 25 the spelling of the word.</p>
<p style="text-align: right;">7</p> <p>1 previous cases, that is what has happened. 2 I have testified on who we are in New 3 York State Supreme Court, and after a day of 4 testifying, the second day they had to bring in an 5 Indian expert and he came from Oneonta University 6 and he was considered as New York State's expert on 7 who we are, because at that time we weren't experts 8 in our own ways. Somebody else was an expert for 9 us. 10 So sometimes these words that are being 11 applied doesn't really mean that. The thing is in 12 our language I say kerawaionteri. It means I know 13 of these things. 14 4 Q. So if I could stop you there, the 15 court reporter will try to get -- keep a list of 16 the words that you are using if they are not 17 English, and then we'll come back to get the 18 correct spellings, if that is okay. 19 A. Okay. 20 5 Q. Madam Reporter, is that all right 21 with you? 22 [Discussion Off the Record.] 23 BY MR. GILBERT: 24 6 Q. So we have two words, I think, 25 that were used, our ways?</p>	<p style="text-align: right;">9</p> <p>1 THE WITNESS: It would be -- 2 MR. GERRY: Would it help you to have a 3 pen in front of you to spell? 4 THE WITNESS: Maybe. Yes, I have got a 5 pen. 6 BY MR. GILBERT: 7 10 Q. There is a fresh sheet of paper 8 there. 9 A. Okay, k-e-r-i-w-a-i-o-n-t-e-r-i, 10 okay. Okay? 11 11 Q. All right. In your answer you 12 said a number of times that you know of "our" ways 13 and you referred to "we", and in your affidavit you 14 used the word "Haudenosaunee". I take it when you 15 say "we", you are referring to the Haudenosaunee? 16 A. When I say "we", I am talking 17 about our people; "we", it is our people. 18 12 Q. And -- 19 A. And I -- you know, this 20 Haudenosaunee, that is not how I would say it. 21 13 Q. Uhm-hmm. 22 A. I would say "Rotinonsionni", okay, 23 because Rotinonsionni is from the old language. 24 Haudenosaunee is a new -- it is from a dialect. 25 14 Q. Could you spell that for us again,</p>

<p>10</p> <p>1 while we go, and we'll get that correct. 2 A. Rotinonsionni, and what it means 3 is the people who make the house. 4 15 Q. And that is spelled 5 R-o-t-i-n-o-n-s-i-o-n-n-i. 6 A. Yes. 7 16 Q. Do you have that, Madam Reporter? 8 Okay, that is helpful. 9 And when you say the people, the 10 Rotinonsionni people, those are people who are not 11 located in one geographic location? 12 A. No, no, no, it is all of the 13 people. It is all of the people. It is not a 14 community. It is all of the people right across 15 the land, from where the sun rises to where the sun 16 sets, Rotinonsionni, the people who follow this. 17 17 Q. And Rotinonsionni people are 18 geographically what is now known as Quebec, 19 Ontario, Wisconsin, Ohio, a number of places? 20 A. You see, Rotinonsionni are the 21 people who have made the pledge and the alliance 22 that we would never spill each other's bloods 23 again, that always any time there was an issue, a 24 dispute of any kind, we would always resolve this 25 by peaceful means through Council. That is</p>	<p>12</p> <p>1 Band of Indians is? 2 MR. GERRY: Mr. Kaufman is objecting. 3 R/F MR. KAUFMAN: Yeah, I don't see why 4 this witness should be answering that. That is a 5 question in the main action that is not part of our 6 intervenor status motion, and it may require a 7 legal analysis. So this witness will not be 8 answering that question. 9 BY MR. GILBERT: 10 24 Q. Could I ask this. Do you know 11 what a Band is? What is your understanding of a 12 Band? I am not asking for a legal interpretation, 13 but what is your understanding of a Band? 14 A. Well, from what the old people 15 have always talked, this is not our words. This is 16 not our ideology. 17 That a "band" can mean several things, 18 and you know, sometimes if people come here and 19 they will call a group of Native people who don't 20 comply with their wishes, they call them a "band", 21 you know, like we are outlaws; and then in other 22 areas, they'll say a "Band" is a group that is 23 under the Indian Act or something; okay, and then 24 you have got a rock and roll band or a country 25 band, you know. So it has many different sayings</p>
<p>11</p> <p>1 what -- 2 18 Q. So are you agreed with me then 3 that the Rotinonsionni people are spread all over? 4 A. That's right, yeah. 5 19 Q. And I don't know if you have had a 6 chance to look at what we call as lawyers the style 7 of cause, which means the heading of the documents 8 in litigation, and in particular, it sets out who 9 is the Plaintiff and who are the Defendants? 10 A. Uhm-hmm. 11 20 Q. And in your affidavit, it actually 12 is the front page of your affidavit. You will see 13 before it says "Affidavit of Paul Delaronde", you 14 have what is known as the style of cause. Do you 15 have that in front of you? 16 A. You mean this one? 17 21 Q. Yes. 18 A. Okay. 19 22 Q. And I am just focussing on who the 20 Plaintiff is, and I am circling that in my version, 21 and I am just focussing on Six Nations of the Grand 22 River Band of Indians; do you see that? 23 A. Yeah. 24 23 Q. And what is your understanding of 25 who the Band, the Six Nations of the Grand River</p>	<p>13</p> <p>1 and so on. 2 So when you ask me what, you know, the 3 thing is I don't think it is so much what I think 4 this is. I think it is what you think it is. 5 25 Q. So what about under Haudenosaunee 6 Law? Haudenosaunee Law then I take it doesn't have 7 the concept of a Band? 8 A. No. The thing is we don't 9 go -- we are not a society of laws, all right. We 10 don't have laws. We have our ways. We have our 11 ways. And the thing is our ways are based on our 12 rights and freedoms as was given to us from 13 creation, and that if we were to start creating 14 laws over our people, then our people are no longer 15 free. 16 And the thing is that we are all taught 17 in our ways and in our culture about what is the 18 difference between right and wrong, and the thing 19 is that we have an understanding is that we have 20 the right to make decisions. We have a right to 21 live, you know, for happiness and so on. It is not 22 to mean that you can do anything you want. The 23 thing is you are free to do whatever it is you want 24 as long as it is not harming someone else. 25 26 Q. So is one of the things in your</p>

14	<p>1 ways to be able to live wherever you want?</p> <p>2 A. Yeah.</p> <p>3 27 Q. And you have lived yourself in</p> <p>4 Kahnawake?</p> <p>5 A. Kahnawake, but I have lived in</p> <p>6 Onondaga. I have lived in Buffalo. I have lived</p> <p>7 in Ganienkeh. I have lived a lot of different</p> <p>8 places. And the thing is, you know, all of this</p> <p>9 land is my mother, and I have a right to be with</p> <p>10 any part of my mother. That is not anyone else's</p> <p>11 decision to make for me. I'm a free person. And</p> <p>12 this mother of mine, and I can't pick and choose,</p> <p>13 you know, certain parts, you know, like to own or</p> <p>14 to, you know, possess. The thing is that I am of</p> <p>15 her and I am free to be wherever, and I wish to be</p> <p>16 with her, always to be connected to her.</p> <p>17 And there is no borders. There is no</p> <p>18 borders, and that is a firm concept. And so we</p> <p>19 don't go by that.</p> <p>20 You know, that is really all I can tell</p> <p>21 you as far as that. Yeah, I have lived all over</p> <p>22 the place.</p> <p>23 28 Q. And you are not a member of the</p> <p>24 Six Nations of the Grand River Band; is that right?</p> <p>25 A. That's right, I am not a member of</p>	16
15	<p>1 any Band. Even if like you say the Kahnawake Band,</p> <p>2 I am not a member. I am not part of that. I don't</p> <p>3 have a Band number. I don't comply with Indian</p> <p>4 Affairs and so on. I'm a free person. I don't</p> <p>5 need a number to say I'm onkwehonweh. I came from</p> <p>6 my mother, onkwehonweh.</p> <p>7 29 Q. And where do you physically reside</p> <p>8 now?</p> <p>9 A. I reside I guess just outside of</p> <p>10 Kahnawake.</p> <p>11 30 Q. Okay.</p> <p>12 A. But I have a place in Kahnawake,</p> <p>13 my wife and I. We have a place, and you know, but</p> <p>14 sometimes I like living out on the farms and that.</p> <p>15 You know, I mean, they are mostly French people</p> <p>16 around me, but they are pleasant people. They are</p> <p>17 farmers. They are kind of earthly people, and I</p> <p>18 like them, you know, and --</p> <p>19 31 Q. So when you say the farms, you are</p> <p>20 talking about in Quebec?</p> <p>21 A. Yeah, in Quebec and that, and it</p> <p>22 is mostly French farmers around me. And they are</p> <p>23 nice people, you know, so I get along good with</p> <p>24 them.</p> <p>25 And if I stay in Kahnawake, I never</p>	17
16	<p>1 have much peace because -- because of the knowledge</p> <p>2 I have acquired throughout my life from the old</p> <p>3 people and from my own experience and that, some</p> <p>4 people seem to think that I know the answers to</p> <p>5 everything, and whether they are domestic issues or</p> <p>6 legal disputes or whatever, people come knocking on</p> <p>7 your door always day and night, and it is very</p> <p>8 disturbing sometimes. You know, there should be a</p> <p>9 time for things like that, but not in the middle of</p> <p>10 the night to wake you up, you know. So on the</p> <p>11 farm, nobody wakes you up.</p> <p>12 32 Q. That is fair enough. In your</p> <p>13 affidavit, before paragraph 1, you say that you are</p> <p>14 of the community of Six Nations Grand River in the</p> <p>15 Territory of Haldimand County; do you see that?</p> <p>16 A. No, I never said that.</p> <p>17 33 Q. It says:</p> <p>18 "I, Paul Delaronde, of the</p> <p>19 community of Six Nations, Grand</p> <p>20 River Territory in Haldimand County,</p> <p>21 in the Province of Ontario, Make</p> <p>22 Oath and Say as Follows:"</p> <p>23 Do you see that?</p> <p>24 A. "Make Oath and Say as Follows"?</p> <p>25 34 Q. So it says -- what I am focussed</p>	18
17	<p>1 on is the location. From what you have told me,</p> <p>2 you are actually mostly in Quebec? You are</p> <p>3 physically mostly there; is that fair?</p> <p>4 A. Yeah, well, no, because a lot of</p> <p>5 my life I have lived in what is referred as New</p> <p>6 York. I have lived in Onondaga. I have lived in</p> <p>7 the Mohawk Valley. I have lived in Ganienkeh. I</p> <p>8 have lived at lot of -- you know, and so I am back</p> <p>9 and forth all the time, so --</p> <p>10 35 Q. Have you ever lived actually in</p> <p>11 Haldimand County?</p> <p>12 A. No, I have not lived in Haldimand</p> <p>13 County.</p> <p>14 36 Q. So do you say that is an error in</p> <p>15 your affidavit?</p> <p>16 A. Yeah, I say that is an error. No,</p> <p>17 I wouldn't say that I lived there when I didn't. I</p> <p>18 visited a lot. I have been going there since I was</p> <p>19 a little boy. I have gone there with my</p> <p>20 grandfather and other people in our communities,</p> <p>21 and I have sat in the longhouses there. I have</p> <p>22 attended ceremonies. I have done a lot of</p> <p>23 different things there, but I have not lived there.</p> <p>24 37 Q. And in terms of the places you</p> <p>25 have gone and lived, would you agree that</p>	19

18	<p>1 Haudenosaunee, or, pardon me, Rotinonsionni land is</p> <p>2 collectively held by all Rotinonsionni people?</p> <p>3 A. Yeah, it is held by all</p> <p>4 onkwehonweh. It is not just Rotinonsionni. It is</p> <p>5 all onkwehonweh. You see, when I say all</p> <p>6 onkwehonweh, I am talking about all the Native</p> <p>7 people and that, from where the sun rises to where</p> <p>8 the sun sets, all the Native people on this land,</p> <p>9 we all refer to this land as our mother, and that</p> <p>10 no matter where, the issue of land is all of our</p> <p>11 people.</p> <p>12 You know, today you have got people</p> <p>13 claiming, well, the land claim in Nova Scotia or in</p> <p>14 British Columbia or Saskatchewan. No one of them</p> <p>15 has that right to deal with this land by</p> <p>16 themselves. This is an issue. Whenever it</p> <p>17 concerns the land, it must come to the women first,</p> <p>18 because the women and the land to us are one and</p> <p>19 the same. And the thing is, she cannot be bought.</p> <p>20 This is our mother. She cannot be bought. And we</p> <p>21 do not have the right to dissect her and claim</p> <p>22 different portions of her existence as ours. The</p> <p>23 thing is we are of her. We are of her. We don't</p> <p>24 own her. We are of her.</p> <p>25 38 Q. So you used another word, just for</p>	20
19	<p>1 the record, and I am going to get it wrong,</p> <p>2 onkwehonweh?</p> <p>3 A. Onkwehonweh.</p> <p>4 39 Q. Okay, hold on. I got that so</p> <p>5 wrong. Could you again --</p> <p>6 A. Onkwehonweh.</p> <p>7 40 Q. Let's just take a fresh sheet of</p> <p>8 paper and write that one down.</p> <p>9 So it is o-n-k-w-e-h-o-n-w-e?</p> <p>10 A. Yes.</p> <p>11 41 Q. And what is the meaning of that</p> <p>12 term in English, as the best you can say?</p> <p>13 A. Okay, "onkweh" is the human, the</p> <p>14 people, okay, and then "honwe" is as creation goes,</p> <p>15 that creation is consistent. It continues to go in</p> <p>16 the same way all the time and that. So it is like</p> <p>17 the way -- the people who are of the way of the</p> <p>18 forever.</p> <p>19 42 Q. So what I was focussing on is the</p> <p>20 notion of communal ownership, that land is held</p> <p>21 collectively but it is not owned by one individual;</p> <p>22 is that fair?</p> <p>23 A. None of us own as individuals.</p> <p>24 You see, which one of the children could say they</p> <p>25 own their mother? You know, the thing is we don't</p>	21
18	<p>1 have -- that is not our concept about owning like</p> <p>2 property. We are not the people of the culture of</p> <p>3 possession. We are a people where this is our</p> <p>4 mother. We all share from our mother. We all live</p> <p>5 from our mother.</p> <p>6 And this idea of private ownership of</p> <p>7 land, that is not from us. That is from Canada.</p> <p>8 That is from the United States. That is from</p> <p>9 Europe. This idea that you can own your mother, it</p> <p>10 is like to say, Oh, I own my mother's pinky and my</p> <p>11 sister owns my mother's thumb. We can't do that.</p> <p>12 We cannot dissect our mother and cut her into</p> <p>13 pieces.</p> <p>14 43 Q. So then when you use the term here</p> <p>15 "we", I was just trying to focus in, do you mean</p> <p>16 Rotinonsionni people or do you mean all Indigenous</p> <p>17 people own land together?</p> <p>18 A. It is all what you call Indigenous</p> <p>19 people. This is our mother. She is the mother of</p> <p>20 us all. And the thing is in every one of us,</p> <p>21 throughout the Western Hemisphere, none of us</p> <p>22 believe in that way that we could claim our mother</p> <p>23 as being ours. The thing is that our people live</p> <p>24 throughout the lands, and everywhere they lived we</p> <p>25 would respect.</p>	20

22	<p>1 Rotinonsionni ways, and I think you have made that</p> <p>2 distinction - of Band Reserves in terms of whether</p> <p>3 people, Rotinonsionni people communally own land at</p> <p>4 Band Reserves or whether that is a Reserve</p> <p>5 particular to a particular Band?</p> <p>6 A. You see, it doesn't matter that</p> <p>7 this is 2023. This still is not our concept. This</p> <p>8 idea of Bands, and so on and so forth, and</p> <p>9 ownership and territorial rights, or whatever you</p> <p>10 want to call it, that is the Indian Act. That is</p> <p>11 still not us. Now matter how hard they try to ram</p> <p>12 that down our throats, we do not have to accept</p> <p>13 that.</p> <p>14 We know who we are. We know how we</p> <p>15 look at this land. And for anybody to say they and</p> <p>16 only they have the say on a certain part of our</p> <p>17 mother, it is unacceptable to us.</p> <p>18 45 Q. Well, when it comes to</p> <p>19 relationship with the Crown --</p> <p>20 A. Okay.</p> <p>21 46 Q. -- and in particular in the</p> <p>22 Haldimand Proclamation -- you are familiar with</p> <p>23 Haldimand Proclamation?</p> <p>24 A. I have heard of it. I have heard</p> <p>25 of it, yeah.</p>	24
23	<p>1 47 Q. And where it comes to that, what</p> <p>2 is your view, if any, as to who gets the benefit of</p> <p>3 the Haldimand Proclamation? Is it limited to a</p> <p>4 certain group of Rotinonsionni people --</p> <p>5 MR. GERRY: Objection. Mr. Kaufman</p> <p>6 objects to this question.</p> <p>7 MR. GILBERT: Okay.</p> <p>8 R/F MR. KAUFMAN: Yeah, no, this calls for</p> <p>9 a legal conclusion in the main action, and we are</p> <p>10 not intervening on this issue in the limited way we</p> <p>11 are intervening, so I am objecting to that</p> <p>12 question.</p> <p>13 BY MR. GILBERT:</p> <p>14 48 Q. Well, we are interested in that</p> <p>15 Haudenosaunee Law, and this is an expert tendered</p> <p>16 by Men's Fire in Haudenosaunee Laws and ways. So I</p> <p>17 am not asking for the Ontario legal -- looking for</p> <p>18 a legal interpretation, but he is an expert.</p> <p>19 So the question has been put to him,</p> <p>20 and he has been tendered to be an expert in</p> <p>21 Haudenosaunee Laws and ways and you have put him</p> <p>22 forward as such.</p> <p>23 R/F MR. KAUFMAN: You are asking him to do</p> <p>24 an interpretation of the Haldimand Proclamation.</p> <p>25 That is not something he is an expert in, and I am</p>	25

26	<p>1 MR. KAUFMAN: No, he is not. He is an</p> <p>2 expert in things relating to the kaniarekowa.</p> <p>3 That is what we have put him in for.</p> <p>4 BY MR. GILBERT:</p> <p>5 50 Q. Are you aware that in this action</p> <p>6 the Plaintiff, being the Six Nations of the Grand</p> <p>7 River Band of Indians, is taking the position that</p> <p>8 it as a Band is entitled to the benefit of the</p> <p>9 Haldimand Proclamation to the exclusion of other</p> <p>10 Haudenosaunee?</p> <p>11 MR. KAUFMAN: You can answer if you are</p> <p>12 aware.</p> <p>13 THE WITNESS: Say the question again.</p> <p>14 BY MR. GILBERT:</p> <p>15 51 Q. Are you aware that the Plaintiff,</p> <p>16 Six Nations of the Grand River Band of Indians, is</p> <p>17 taking the position that the Haldimand Proclamation</p> <p>18 is for the benefit of the Band to the exclusion of</p> <p>19 other Rotinonsionni or Haudenosaunee?</p> <p>20 A. Well, everywhere you go, all the</p> <p>21 Band Councils seem to feel that they have that</p> <p>22 authority or they have those rights, and each and</p> <p>23 all of them seems to not be aware of what our</p> <p>24 original ways are and that have adopted these</p> <p>25 concepts or ideas from Canada and assume that they</p>	28	<p>1 would like the Court to understand that this is not</p> <p>2 an issue that belongs in Canada's Courts. It is</p> <p>3 not an issue that belongs in the Ontario Courts.</p> <p>4 This is our affair and it is something that should</p> <p>5 be dealt with within amongst ourselves.</p> <p>6 But certain things have been done to</p> <p>7 create the confusion, to create divisions, to</p> <p>8 create, you know, these misunderstandings of who we</p> <p>9 are, and that is why today I have been asked to</p> <p>10 come here and to explain as best as I can what is</p> <p>11 our way.</p> <p>12 I am not here to say I am supporting</p> <p>13 this one or I am supporting that one. I am trying</p> <p>14 to explain to you is that we have our ways, and I</p> <p>15 understand that you are not aware of our ways and</p> <p>16 many of our own people are not aware of our ways,</p> <p>17 and no fault of their own because this knowledge</p> <p>18 was denied them through schools, through religions,</p> <p>19 through other institutions, and so on. And so this</p> <p>20 is not the fault of our people.</p> <p>21 But I am here as a person who was</p> <p>22 raised in the old ways and to continue to try to</p> <p>23 make people aware of who we are, that this is not</p> <p>24 something that belongs in the museums. It is not</p> <p>25 something that has been buried. It is something</p>
27	<p>1 and they alone have say over portions of this land,</p> <p>2 okay.</p> <p>3 And I believe that they believe that.</p> <p>4 You know, I believe that they believe that. But</p> <p>5 the thing is that doesn't necessarily mean that we</p> <p>6 believe it.</p> <p>7 52 Q. Okay. Under your evidence, do you</p> <p>8 believe under your ways that the benefit of the</p> <p>9 Haldimand Proclamation only flows to a certain</p> <p>10 group of people?</p> <p>11 A. I think I explained earlier what</p> <p>12 we believe, our ways, and that not Haldimand or the</p> <p>13 Queen of England or anybody else has the right to</p> <p>14 determine the status of land here. That is us.</p> <p>15 That is up to us as a people, as the children of</p> <p>16 this land. That is for us. It isn't up to the</p> <p>17 Haldimand or, you know, to the Indian Act or to</p> <p>18 anybody else. That is not who we are, and if these</p> <p>19 ones believe these certain things, I can't help</p> <p>20 that they believe that. And I think that probably</p> <p>21 is very sincere about what their belief is, but it</p> <p>22 doesn't mean it is right.</p> <p>23 53 Q. Okay. And you are aware that this</p> <p>24 is a Court proceeding in Ontario Court?</p> <p>25 A. Yes, I am aware of that, and I</p>	29	<p>1 that still goes on today. We have not given up who</p> <p>2 we are.</p> <p>3 As you noticed when we came in, we</p> <p>4 continue to speak our language. We continue to</p> <p>5 carry on in these ways, and it has been told to us</p> <p>6 by the ones before us that we can never give up</p> <p>7 this language. No matter in spite of what others</p> <p>8 have tried to do to take our language away, there</p> <p>9 are many of us who have never given that up. We</p> <p>10 continue to speak our language. We continue to</p> <p>11 follow our ways in the best way we can, but it is</p> <p>12 very hard with the oppressiveness that has been</p> <p>13 inflicted upon us to be able to live that kind of</p> <p>14 life. They create divisions in our communities.</p> <p>15 This is how they defeat a people, divide them and</p> <p>16 conquer them, and this is what we are having to</p> <p>17 fight with all the time.</p> <p>18 54 Q. So at one point you said that this</p> <p>19 shouldn't be before the Courts?</p> <p>20 A. That's right.</p> <p>21 55 Q. And do you agree that the</p> <p>22 Haudenosaunee or the Rotinonsionni Confederacy is</p> <p>23 sovereign?</p> <p>24 A. Well, we don't even like that word</p> <p>25 "sovereign".</p>

<p>1 56 Q. Uhm-hmm. 2 A. Okay, the thing is rontatewennio, 3 that we are a people who are a free people. We are 4 free people, and this is what we continue to adhere 5 to. 6 The thing is that somehow there is a 7 misunderstanding is that people talk about Chiefs. 8 In our way, there is no such a creature as a Chief. 9 There is none. We have representatives, but the 10 representatives in our language we say they are the 11 ones who will raise our words. It is not them 12 raising their words. It is to raise the words of 13 the families whom they represent. 14 And for some reason, some people seem 15 to think that they misunderstand about 16 responsibility and titles. Today, they are all 17 saying we are title-holders. Well, that is a 18 European concept. The King of England is the 19 title-holder, not the English people. It is the 20 King, he owns that. 21 And some of these people have been 22 influenced by this, and so now today they believe 23 that they are title-holders when in our own 24 culture, in our own language, such terms do not 25 exist.</p>	<p>30</p>	<p>1 where their problem comes because they are thinking 2 English. They are using our language and thinking 3 English, so that they -- and then so they run into 4 that difficulty and say, Well, it can't be 5 translated. 6 No, it can be interpreted so that 7 someone can understand exactly what we are saying, 8 because everything, everything to us, it describes. 9 That is why we say it is a living language, because 10 it is not a language of nouns. Like it is not just 11 an object. It is not just the bottle. You know, 12 it is not just the table. It is not just the 13 chair. The thing is that it is a description of 14 the use of it and what it is all about, and this is 15 where people have a hard time because English is 16 mostly a language of labels and ours is not. 17 And so some of our people have a 18 difficult time because, first off, English is not 19 their first language, but yet they have been made 20 to try to think English. And this is where a lot 21 of people have a difficulty and to try to get to 22 learn our language again is because they think in 23 English. 24 60 Q. Uhm-hmm. 25 A. They have to use their eyes and</p>	<p>32</p>
<p>1 57 Q. So one term I want to get for the 2 reporter, and I am going to get it wrong again, 3 could you spell that? 4 MR. KAUFMAN: The free people. It is 5 the reference to the free people. 6 BY MR. GILBERT: 7 58 Q. If you could just take that pen 8 and write it down for the reporter. 9 A. Rontatewennio. 10 59 Q. That is r-o-n-t-a-t-e-w-e-n-n-i-o. 11 In your answer, you referred to 12 language as being very important, and would you 13 agree that it is hard to translate some words from 14 Mohawk into English? 15 A. For some it is hard for them, 16 okay, but we can translate any part of our 17 language. We can. The thing is that people who 18 try to translate, that is a problem because you 19 don't really translate. The thing is you have to 20 interpret in the ways of thinking. You see, when 21 we speak the language, we don't just hear what 22 somebody is saying. We see what they are saying. 23 It is so descriptive. 24 And the thing is, people are trying to 25 put a description into single words, and that is</p>	<p>31</p>	<p>1 their ears. 2 61 Q. And you also made reference to the 3 Constitution. 4 A. Uhm-hmm. 5 62 Q. And my understanding is the 6 Constitution is oral, that it is an oral tradition 7 and it is an oral Constitution? 8 A. Yes, the thing is, seeing these 9 things, there are many of these, there are 10 different strings, and when we are talking of our 11 ways, when the time comes when we do what people 12 call a recital and that each of these symbolize 13 certain things. And so we describe and we take the 14 words, the principles, the philosophy that was put 15 into this; we take those words back out and that, 16 and we voice those words. Every year this is 17 supposed to be done, so that everyone will always 18 have it fresh in their minds. 19 63 Q. When you say "this is supposed to 20 be done", you are saying reciting the Constitution? 21 A. The reciting of our ways is 22 supposed to be done every year, what people call 23 our Constitution. 24 64 Q. My understanding is it can take 25 days to do that; is that true?</p>	<p>33</p>

<p style="text-align: right;">34</p> <p>1 A. Yes, it takes, you know --</p> <p>2 depending on how good the reciters are and that, it</p> <p>3 could take a very long time. But the thing is that</p> <p>4 it is necessary and that. So this way, you know,</p> <p>5 even in your system, it says ignorance is no</p> <p>6 defence or ignorance is no excuse. Well, that is</p> <p>7 because that is what we had. There was no reason</p> <p>8 to say you didn't know. You always, you always,</p> <p>9 you always do this so that it is to teach the young</p> <p>10 and it is to remind the old that we have certain</p> <p>11 ways and that must be adhered to.</p> <p>12 65 Q. So I am going to stop there. We</p> <p>13 have one Counsel who has left for a moment. We'll</p> <p>14 break just to allow her to come back in. I just</p> <p>15 want for the record to reference that the witness</p> <p>16 has used and has held up -- what do you describe</p> <p>17 this as, what you started with, with the</p> <p>18 affirmation?</p> <p>19 A. Yes, that is a symbol of both our</p> <p>20 men and women.</p> <p>21 66 Q. The symbol of both men and women?</p> <p>22 A. It's about telling the truth.</p> <p>23 67 Q. And telling the truth. And he was</p> <p>24 using that in his answers, so when he said "this",</p> <p>25 he was referring to that and holding that up.</p>	<p style="text-align: right;">36</p> <p>1 71 Q. And in your affidavit, at</p> <p>2 paragraph 14 you refer to excerpts of the</p> <p>3 Constitution which are in Exhibit A to your</p> <p>4 affidavit. I don't know if you have the exhibits</p> <p>5 attached there in the version you have?</p> <p>6 MR. GERRY: Uhm-hmm, yes.</p> <p>7 BY MR. GILBERT:</p> <p>8 72 Q. And this is obviously just</p> <p>9 excerpts. The full version of that, do you know</p> <p>10 where that came from, the full version?</p> <p>11 A. Okay, let me explain something to</p> <p>12 you all. These writings, okay, when the old-timers</p> <p>13 were asked about these things, when they talk about</p> <p>14 this, this is just a basic of what our constitution</p> <p>15 is about. The thing is that it was the way in</p> <p>16 which they could at least introduce who we are in</p> <p>17 accordance with this.</p> <p>18 And so when people put Wampum 1 and</p> <p>19 Wampum 2 and Wampum 3, well, we don't say those</p> <p>20 kind of things. You know, when we do it orally, we</p> <p>21 just do it. We don't number any of this stuff.</p> <p>22 So these are just an introduction to</p> <p>23 somebody who doesn't know our ways and that, and so</p> <p>24 that they could look this over, because anyone who</p> <p>25 reads this will start to have questions in their</p>
<p style="text-align: right;">35</p> <p>1 So if we could take a break for five</p> <p>2 minutes now, just to allow our other Counsel to get</p> <p>3 back, and we'll come right back.</p> <p>4 And when you are under</p> <p>5 cross-examination, you can't speak about your</p> <p>6 evidence with anyone, if that is --</p> <p>7 A. Well, where I am going, I don't</p> <p>8 won't to talk to nobody.</p> <p>9 MR. GILBERT: Well, fair enough. We'll</p> <p>10 go off the record.</p> <p>11 -- RECESSED AT 4:03 P.M.</p> <p>12 -- RESUMED AT 4:13 P.M.</p> <p>13 BY MR. GILBERT:</p> <p>14 68 Q. Just at the break we referred to I</p> <p>15 called them beads. Are they wampum?</p> <p>16 A. Yeah, well, that is what you</p> <p>17 people call them, wampum. We call it onekorha.</p> <p>18 69 Q. Okay, we'll get another spelling</p> <p>19 on that now. That is o-n-e-k-o-r-h-a.</p> <p>20 A. Yes.</p> <p>21 70 Q. And the Constitution itself, it is</p> <p>22 recorded on wampum as well?</p> <p>23 A. Yeah, through that and through the</p> <p>24 wampum. Some words are put into the wampum to</p> <p>25 remind the reciters of how to explain again.</p>	<p style="text-align: right;">37</p> <p>1 minds. And this is why in some of the ways our</p> <p>2 people will say that a tree was planted and if</p> <p>3 anyone should hear of these ways, they have only to</p> <p>4 trace the roots and it will bring them to the tree,</p> <p>5 and that tree representing our people and those</p> <p>6 roots represent what they have heard of our ways.</p> <p>7 And it says that if anyone wishes to seek shelter</p> <p>8 under this tree is welcome to. You know, that way</p> <p>9 somebody can learn more.</p> <p>10 You see, the 13 colonies and that,</p> <p>11 before the United States and when it was still</p> <p>12 British colonies, they sat under that tree for 150</p> <p>13 years. Our people took care of them. And it was</p> <p>14 during that time that recitals and translations</p> <p>15 were given so that people like Thomas Jefferson,</p> <p>16 Ben Franklin, John Adams, John Hancock, all these</p> <p>17 guys, this is when they started to pattern the</p> <p>18 Constitution of the United States after this, okay.</p> <p>19 But these written versions, no one</p> <p>20 should go by that. It is only an introduction and</p> <p>21 that. And a lot of people say, Well, you know,</p> <p>22 Arthur Gibson or Parker, or so on and so forth,</p> <p>23 wrote this. But they all wrote the same thing.</p> <p>24 Some wrote 107, and some did 117. It varied. It</p> <p>25 depended on the people, the speakers at the time</p>

<p>1 and that.</p> <p>2 And so when people are looking at this,</p> <p>3 this is why I say that when I learned this, I</p> <p>4 didn't learn it from paper. I learned it from the</p> <p>5 our words. I learned it as being a part of what is</p> <p>6 going on. I learned it in our struggles. I</p> <p>7 learned it in all these ways.</p> <p>8 And so when I talk about this, a lot of</p> <p>9 these people who step forward and try to make</p> <p>10 quotes from this, they are book-learned Indians.</p> <p>11 You know, they didn't live this. They weren't a</p> <p>12 part of this. They don't speak the language. They</p> <p>13 don't know about these things and that, and this is</p> <p>14 what they are doing. They are no different than an</p> <p>15 anthropologist, an anthropologist coming in and</p> <p>16 digging up all kinds of things. We have Native</p> <p>17 anthropologists today who now consider themselves</p> <p>18 as knowledge-keepers. No, they are not. They are</p> <p>19 not. And so this is why I say don't put so much</p> <p>20 into these books.</p> <p>21 I have something here I would like to</p> <p>22 show you is what we go by. This is one of the</p> <p>23 wampums, this one, you know, and people look at it</p> <p>24 and say, Wow, okay, because they are used to</p> <p>25 hearing about strings, okay, and that is all people</p>	<p>38</p>	<p>1 represent them in Council, to bring that alliance,</p> <p>2 that unification, and that there is procedure and</p> <p>3 protocol that must be followed.</p> <p>4 So whenever any of these areas have an</p> <p>5 issue that they feel is of great importance, they</p> <p>6 will send a runner, dispatch a runner to go see him</p> <p>7 and to tell him about it. And when he gets enough</p> <p>8 of these and if it is urgent enough, he will decide</p> <p>9 when to have a gathering and he will send the</p> <p>10 runners to each of the families to notify them and</p> <p>11 tell them what the agenda is and when the meeting</p> <p>12 will be gathered and that.</p> <p>13 And so this is what he does, and so he</p> <p>14 has no Clan Mother because his Clan, his family is</p> <p>15 all the 49 families. It is like the President of</p> <p>16 the United States, the Prime Minister of Canada,</p> <p>17 and this is where the idea comes from. It comes</p> <p>18 from this.</p> <p>19 And this is why -- and, see, whoever</p> <p>20 holds this position, it doesn't matter which family</p> <p>21 he was chosen from. The only thing he must do is</p> <p>22 he has to reside in the middle of our territories</p> <p>23 and it would be in Onondaga, okay, Onondaga because</p> <p>24 this way the people know where to find him, no</p> <p>25 different than the Prime Minister is in Ottawa, no</p>	<p>40</p>
<p>1 talk about is the strings.</p> <p>2 But there are a lot of wampums, and</p> <p>3 this here is about us, we as a peoples, and that</p> <p>4 each of these strings represents one of our</p> <p>5 families. In your system, people call it "clans"</p> <p>6 because they compared it to Scotland or some place</p> <p>7 else. It was interpretations to their</p> <p>8 understanding, to their knowledge, not who we are.</p> <p>9 This is who we are, 49 families from</p> <p>10 here to here. This one long string, this one here</p> <p>11 is one of the strings that unites all of our</p> <p>12 families, that represents all of our families, but</p> <p>13 each of these strings is a representation of each</p> <p>14 of the 49 families of our alliance.</p> <p>15 And this is the one that binds, helps</p> <p>16 to bring us all together, because every one of</p> <p>17 these families have what you call a Clan Mother,</p> <p>18 okay, or else you say every one of these strings</p> <p>19 refers to as a Chief, okay. But the thing is these</p> <p>20 really represent the families, not these people who</p> <p>21 have been delegated to a position. It is the</p> <p>22 families, because each family has a responsibility.</p> <p>23 This long string has the responsibility, and what</p> <p>24 his responsibility is, he is chosen, he is chosen</p> <p>25 by what you call the Chiefs, okay, that he is to</p>	<p>39</p>	<p>1 different than the president is in Washington.</p> <p>2 They are supposed to know where they can find him,</p> <p>3 okay. So this is what all this was patterned after</p> <p>4 and that.</p> <p>5 And the thing is everything we are is</p> <p>6 within this circle, our language, our customs, our</p> <p>7 traditions. Everything about the rights of our</p> <p>8 people is in this.</p> <p>9 And you have got two strings around</p> <p>10 here and that is symbolizing that our political and</p> <p>11 spiritual are interwoven and they cannot be</p> <p>12 separated and that we must always use this. This</p> <p>13 is why in some books when they write about us, they</p> <p>14 say that the Iroquois follow a great binding law.</p> <p>15 This is what this is in reference to, is that</p> <p>16 everything we are and all we know and recognize to</p> <p>17 be our rights applies to what is within our ways.</p> <p>18 And if anyone should decide to go</p> <p>19 outside of this, it doesn't matter if you are a</p> <p>20 Chief, a Clan Mother, or anybody, if they go</p> <p>21 outside of this, then it is referred to as having</p> <p>22 alienated themselves.</p> <p>23 And it is no different in your own laws</p> <p>24 today and that, that your allegiance is to what you</p> <p>25 call your nation and that. And you know what,</p>	<p>41</p>

<p style="text-align: right;">42</p> <p>1 there is always a thing about citizenship. I'll</p> <p>2 give you an example of how one alienates --</p> <p>3 73 Q. Well, can we -- that is a long</p> <p>4 answer to a question I didn't ask.</p> <p>5 A. Well, you need to know the long</p> <p>6 answer if you want to get it right.</p> <p>7 74 Q. You mentioned leaving the circle.</p> <p>8 Is participating in a Band Council something that</p> <p>9 constitutes leaving the circle?</p> <p>10 A. Well, under Canadian law, yeah.</p> <p>11 The thing is that the Band Council doesn't follow</p> <p>12 these. They don't follow this. They follow the</p> <p>13 Indian Act, and the Indian Act isn't part of this.</p> <p>14 75 Q. Is or is not part of it?</p> <p>15 A. It is not part of it. The Indian</p> <p>16 Act is, you know, an assimilation and termination</p> <p>17 policy that was designed by Canada to assimilate us</p> <p>18 and to have us relinquish our relation to the land,</p> <p>19 okay. So the thing is, you know, it is part of the</p> <p>20 Canadian system. It is part of Canada.</p> <p>21 76 Q. Uhm-hmm.</p> <p>22 A. And so the thing is Canada is not</p> <p>23 in here.</p> <p>24 MR. GILBERT: Okay. Well, look, I</p> <p>25 don't have any more questions for you, but I know</p>	<p style="text-align: right;">44</p> <p>1 A. Yes.</p> <p>2 79 Q. -- or Mr. Delaronde. Do you</p> <p>3 prefer which one I use today?</p> <p>4 A. Tekarontake.</p> <p>5 80 Q. Tekarontake?</p> <p>6 A. That is my real name.</p> <p>7 81 Q. Okay.</p> <p>8 A. The other one is my slave name.</p> <p>9 82 Q. Okay, so Tekarontake; is that</p> <p>10 correct?</p> <p>11 A. Yes, you are very good.</p> <p>12 83 Q. Thank you. So I am just going to</p> <p>13 frame my questions first and then I'll proceed.</p> <p>14 A. Okay.</p> <p>15 84 Q. So I just want to learn a bit more</p> <p>16 about the Great Law specifically and its principles</p> <p>17 and its development, so I'll be asking a bit about</p> <p>18 the earlier times prior to the creation of the</p> <p>19 Confederacy and then move through time towards the</p> <p>20 American Revolution and then the Haldimand</p> <p>21 Proclamation and then into the present. Is that</p> <p>22 all right?</p> <p>23 A. Okay.</p> <p>24 85 Q. All right. So I understand that</p> <p>25 you are a member of the Mohawk Nation?</p>
<p style="text-align: right;">43</p> <p>1 that Counsel for the Crown has been waiting</p> <p>2 patiently, and she is going to take over</p> <p>3 questioning.</p> <p>4 MR. KAUFMAN: Sorry, I just wanted to</p> <p>5 say one thing, Mr. Gilbert. Since we have been</p> <p>6 referring to that circle wampum chart, should we</p> <p>7 not mark it as an exhibit for identification so we</p> <p>8 have clarity?</p> <p>9 MR. GILBERT: Yes, we'll mark it for</p> <p>10 identification as Exhibit A.</p> <p>11 MR. DUMIGAN: I can take a photo of it.</p> <p>12 Is that okay?</p> <p>13 THE WITNESS: Yes.</p> <p>14 EXHIBIT A (FOR IDENTIFICATION): Photo</p> <p>15 of circle wampum.</p> <p>16 CROSS-EXAMINATION BY MR. KANKO:</p> <p>17 77 Q. Good afternoon. My name is Sarah</p> <p>18 Kanko, and I am one of the lawyers for the Attorney</p> <p>19 General of Canada and I will be asking you a few</p> <p>20 questions this afternoon.</p> <p>21 A. Hi.</p> <p>22 78 Q. First of all, I would just like to</p> <p>23 thank you for coming to share your knowledge with</p> <p>24 us. And I understand that your name is</p> <p>25 Tekarontake --</p>	<p style="text-align: right;">45</p> <p>1 A. Well, I'm a Kaniienkehaga, but I'm</p> <p>2 onkwewonweh first, okay. Onkwewonweh, I think I</p> <p>3 wrote that earlier, Onkwewonweh, about the people,</p> <p>4 the people of the way of the forever and that, and</p> <p>5 I wrote that already. That is who we are, okay.</p> <p>6 As a Kaniienkehaga, it just means that</p> <p>7 I live in the land of flint, okay. We always, when</p> <p>8 we travel, and in old times and even amongst some</p> <p>9 of our people today, they don't ask you, "What is</p> <p>10 your name?" They ask you, "What is the land like</p> <p>11 where you come from?" And I would say,</p> <p>12 "Ganiienkeh". Oh, now we know who you are. Now</p> <p>13 they say, "What do they call you?" They don't say,</p> <p>14 "What is your name?" because the name is not yours.</p> <p>15 You get to use the name because the name belongs to</p> <p>16 the family, to the Clans.</p> <p>17 And so they would ask you, "What do</p> <p>18 they call you?" And then I would say, "They call</p> <p>19 Tekarontake", because when the day that I am no</p> <p>20 longer a part of on the earth and that, I don't</p> <p>21 take the name and I don't take the Clan to the</p> <p>22 grave with me because those are earthly things. I</p> <p>23 just go back to our mother. She takes me back in.</p> <p>24 And the name stays behind, so that if another baby</p> <p>25 comes and I have not disgraced the name, they can</p>

46	<p>1 give it to that next child. So the name belongs to</p> <p>2 the families.</p> <p>3 Am I answering your question?</p> <p>4 86 Q. Yes, you have.</p> <p>5 A. Okay.</p> <p>6 87 Q. Thank you. And earlier you talked</p> <p>7 about how you grew up in these ways, how you</p> <p>8 learned what you know as being part of what was</p> <p>9 going on and living it.</p> <p>10 A. Sure.</p> <p>11 88 Q. Could you give a bit more detail</p> <p>12 about, for example, who you learned things from,</p> <p>13 where you learned it?</p> <p>14 A. I was raised by my grandparents.</p> <p>15 My mother got killed by a drunk driver from</p> <p>16 Montreal.</p> <p>17 89 Q. I am so sorry.</p> <p>18 A. I was two. My sister was a year</p> <p>19 old, and my brother was four months old. So my</p> <p>20 grandmother, my father's mother, she took us in.</p> <p>21 Her and my grandfather, they raised us. My father</p> <p>22 could not raise us because he was a high steel</p> <p>23 worker and was always away somewhere. He couldn't</p> <p>24 be dragging three babies with him. So my</p> <p>25 grandmother took us in, and I was raised by them.</p>	48	<p>1 grandmother. He was -- came from a Christian</p> <p>2 family, but he learned about our ways, but he was a</p> <p>3 fluent speaker and that, and so it wasn't that hard</p> <p>4 for him to start to understand and to learn of our</p> <p>5 ways and that.</p> <p>6 And so this is how I grew up. All the</p> <p>7 thanksgiving ceremonies I went to. My grandfather</p> <p>8 learned how to do different ceremonies concerning</p> <p>9 medicines and things, and so he always took me</p> <p>10 along. And so I was -- I started out as a</p> <p>11 doorkeeper and that, and he and the others, older</p> <p>12 guys, they would do the ceremonies and I would be</p> <p>13 listening and I would be learning these things.</p> <p>14 And when I became a teenager, my</p> <p>15 grandmother she would direct me to go visit other</p> <p>16 old-timers, and I would go. And I would say to</p> <p>17 her, "What am I going to see him for?" I said,</p> <p>18 "What have I got to say to him?" She says, "Don't</p> <p>19 say nothing. Just go and listen. They know what</p> <p>20 to say. They know what to tell you." And I would</p> <p>21 go and I would listen to all these old-timers and</p> <p>22 that.</p> <p>23 And the thing is at that time when I</p> <p>24 was a little kid, we didn't have television. Our</p> <p>25 people visited, and all the old-timers, every night</p>
47	<p>1 And you never heard anything in our</p> <p>2 home except our language. In fact, even when we</p> <p>3 started to learn English, my grandmother forbid us</p> <p>4 to use English in our home. She used to say, "See</p> <p>5 that door? When you pass through it, you can speak</p> <p>6 any language you want, but while you are in this</p> <p>7 house, this is the language you speak."</p> <p>8 And so my grandparents, my</p> <p>9 grandmother's family was one of those families who</p> <p>10 never abandoned our ways, even when our ways were</p> <p>11 outlawed by Canada and our people had to go</p> <p>12 underground to continue our ceremonies, to keep our</p> <p>13 ceremonies. But we were forced to stop singing and</p> <p>14 dancing because if the people who were now</p> <p>15 influenced by Christianity would run to the priest</p> <p>16 to report to the priest that we were doing our</p> <p>17 traditional ceremonies, and they would send the</p> <p>18 RCMP in to raid our ceremony as though there was a</p> <p>19 big drug bust. And if they caught the children,</p> <p>20 those kids were going to residential schools and</p> <p>21 the parents were going to jail. And so our people</p> <p>22 always had to hide to continue to do this.</p> <p>23 So that was my grandmother's family,</p> <p>24 and so she is the one that continued to teach us.</p> <p>25 My grandfather, he didn't grow up like my</p>	49	<p>1 they gathered at our home. My grandmother always</p> <p>2 made a big pot of tea and juice, and she would bake</p> <p>3 a cake or pies or something and she would feed this</p> <p>4 to them. And they would all talk, and they would</p> <p>5 all tell stories and talk about history. They</p> <p>6 would talk about our Clans. We would talk about</p> <p>7 all these things and all in the language. They</p> <p>8 didn't -- they never conversed in English in our</p> <p>9 home, always in the language.</p> <p>10 And so I learned these things. And as</p> <p>11 I got older, I became involved, very involved in</p> <p>12 what they were teaching. You know, I got very</p> <p>13 active, and you know, they called me an activist.</p> <p>14 Sometimes they called me a militant. They called</p> <p>15 me a troublemaker, everything.</p> <p>16 But I believed in what I was standing</p> <p>17 up for. I believed what I was struggling for, and</p> <p>18 it was for our people and to keep our ways alive</p> <p>19 and to help to retain our birthrights and so on.</p> <p>20 This is what I have done all my life. You know,</p> <p>21 I'm a 70-year-old guy now, and I haven't stopped</p> <p>22 yet. When I stop breathing, I'll stop.</p> <p>23 This is what I fight for. This is</p> <p>24 what -- when I see these people and they talk about</p> <p>25 what they learned from books, it hurts. It hurts</p>

50	<p>1 that they would look at a book rather than see what 2 our language tells us, because they don't think in 3 our language no more.</p> <p>4 And this is why I and these fine 5 gentlemen, this is what we do. We try to keep this 6 alive. We try to teach it and pass it on. And a 7 lot of young people today, they record everything 8 we do, everything we say and that, because we tell 9 them that we are not here forever. Record this the 10 best way you can. That way you always have 11 something to go back to to remind you, to teach you 12 and stuff. If you go on the Internet, you'll see 13 us all over the place and that.</p> <p>14 And we have spoken in just about every 15 college, university, high school, elementary school 16 throughout North America. We have travelled 17 through Europe to educate people as to who we 18 really are, because Hollywood has not done us any 19 justice. The history books have not done anything 20 for us. And you know, all of these lies that were 21 told about us, that is not even our ways.</p> <p>22 Here in Canada, there was a man by the 23 name of Pierre Berton. He used to come on this 24 show called Front Page Challenge. Him and this 25 Gord Sinclair and a few other intellectuals, they</p>	52	<p>1 Joseph, when the American government was chasing 2 him, trying to get to Canada. All of these things 3 firsthand I have been told and that.</p> <p>4 And you know, in our longhouses, in our 5 gatherings, not only in the longhouse -- you see, 6 one of the things people need to understand, that 7 building is not our longhouse. The longhouse is 8 where the sun rises to where the sun sets. This 9 earth is our floor. The sky is our ceiling. Our 10 feet touch this earth and our heads touch the sky. 11 So we are the walls and we are the doorkeepers to 12 our ways.</p> <p>13 And so this is why we are called 14 Rotinonsionni; it means they who build the 15 longhouse, they who make the longhouse. It is not 16 about buildings. Today, a lot of these ones, they 17 seem to believe these buildings and what goes on in 18 there is like hallowed grounds. It is not. And 19 see, this is because they learned from books. They 20 learned from books. The influence of the outside 21 has changed our understanding of who we really are.</p> <p>22 You know, and so when people ask me to 23 come and to talk about these things, I am very 24 proud to be able to do this and that, because I 25 know I am going to tell it the way I was told by</p>
51	<p>1 had a show called Front Page Challenge. This 2 Pierre Berton, all the time being a Canadian and so 3 on, was hearing about Native people and he started 4 to investigate it. And I was so happy to hear 5 somebody finally said that this story about Natives 6 scalping, that never happened. He says, Go in any 7 museum or warehouse, you'll see all the scalps in 8 there are Native scalps. There are no blonds or 9 redheads or whatever. And the raping of women and 10 the killing of children, he says there is no 11 evidence whatsoever. He says, in fact, in some of 12 the journals he has come across, he says that 13 non-Native women were insulted that the Native men 14 would not rape them, because that is not how we 15 were raised. In our ways, you don't do that. 16 Every woman, every female is like your mother. You 17 do not do that. You do not abuse your mother.</p> <p>18 All of these things he revealed. It 19 was totally different than what everybody was 20 taught in high school, in elementary school, on the 21 television and that.</p> <p>22 So when I sat down around and listened 23 to those old people, I was just a little boy and I 24 would listen and I never forgot the things they 25 talked about. I remember them talking about Chief</p>	53	<p>1 the ones before me, and I can tell it from my own 2 life experiences. And nobody can change that. If 3 somebody can show me something better than 4 creation, then I'll listen to them.</p> <p>5 I hope I answered your question.</p> <p>6 90 Q. You did, yes, thank you. And you 7 have used a couple of phrases now that I would like 8 to explore in a bit more depth.</p> <p>9 A. Okay.</p> <p>10 91 Q. So you talked about previously 11 your role as a knowledge-keeper, and when you were 12 answering just now you also talked about your role 13 when you were younger as a doorkeeper.</p> <p>14 A. Yes.</p> <p>15 92 Q. And I was hoping you could explain 16 a bit more about those two roles? I know you have 17 given me a lot of detail about knowledge-keeper.</p> <p>18 A. You see, the reason I am giving 19 that response about being a doorkeeper is that in 20 some of our ceremonies, when we call upon the 21 spirit of someone, the life part of someone -- you 22 see, the body is a vessel that goes back to the 23 earth. It comes from the earth and it goes back to 24 the earth. But we say the life and the body have 25 separated, and so there is times when we have to</p>

54	<p>1 call back the spirit of the person to help them, to</p> <p>2 release them of the earthly things, and to go on</p> <p>3 the journey that the ones before us have gone. We</p> <p>4 don't know where that is. We don't profess to know</p> <p>5 where it is. We just know that they have lived and</p> <p>6 that they have died.</p> <p>7 And it is to help to bring peace of</p> <p>8 mind to the families who have lost and that, and to</p> <p>9 help them, to take their minds from the ground and</p> <p>10 to become a full participant again of our society,</p> <p>11 because we symbolically want to clean their eyes so</p> <p>12 the tears aren't blocking their vision. We help to</p> <p>13 clean their ears so they can hear the real things</p> <p>14 again. And we help to clear their throats because</p> <p>15 there is something that clogs their throat, that</p> <p>16 every time they speak, they can't speak clearly or</p> <p>17 they want to cry. So we help to relieve them of</p> <p>18 that. We help to relieve them of this yellow spot</p> <p>19 we say is on their chest and that, because you</p> <p>20 can't just make the mind strong again. You must</p> <p>21 make the body strong again.</p> <p>22 And so we do it completely. So when</p> <p>23 the old-timers are doing what they have to do and</p> <p>24 then they'll say, when they invite the spirit of</p> <p>25 this person or persons to come in, I open the door</p>	56
55	<p>1 and they come in. But my job as a doorkeeper was</p> <p>2 because I am watching and I am learning and I am</p> <p>3 listening. And so the time when they are not here</p> <p>4 anymore, I will have to fill that void.</p> <p>5 So that is what a doorkeeper is and</p> <p>6 that, and you know, to keep our ways alive.</p> <p>7 93 Q. And then the knowledge-keeper is</p> <p>8 once you have taken on a more full role? Can you</p> <p>9 explain a bit more?</p> <p>10 A. Well, the thing is the people are</p> <p>11 the ones who come to you and regard you as this</p> <p>12 because the thing is when ceremonies go on, and the</p> <p>13 three of us are here today, we are the ones who</p> <p>14 help to put the ceremonies through. And the</p> <p>15 questions that the young people have to get a</p> <p>16 better understanding, they come to us and they ask</p> <p>17 us for explanations and that.</p> <p>18 And so this is why we are considered as</p> <p>19 knowledge-keepers, because the fact is that we</p> <p>20 believe in what we are doing. We know this to be</p> <p>21 real. We know this to be true. And it is not any</p> <p>22 of those kind of images that Hollywood shows, you</p> <p>23 know, a Native, you know, chanting or just waving a</p> <p>24 feather and smoke around people. You know, that is</p> <p>25 Hollywood. That is not who we are.</p>	57

58	<p>1 that is set up is kanianerekowa. It is not. 2 Kanianerekowa is that earth, the sky, all the 3 things that are on the earth, in the sky and all 4 that. That is kanianerekowa. That has been here 5 since the beginning of time. 6 What has been brought to our people, 7 because there was a time in our history when we did 8 fight amongst each other, and so this person in our 9 story and that, he came to the idea and conclusions 10 that war was not good for anyone, and so he had a 11 mission to have the wars stop and that, because 12 everybody was settling their disputes by war. And 13 he said, No, there is a way to do this in a 14 peaceful way. You can resolve this. 15 So he brought a formula to our people 16 where we say we are all living in this house and 17 that. And so the thing is that we don't have a 18 Council where one side is arguing with one side and 19 that. It is hard to resolve anything when there is 20 two factions. So there is a third side of the 21 house. That third side would listen to the side of 22 both, and they would deliberate over any issues and 23 that. And when they have come to the same 24 conclusions, then they would give it to the third 25 side of the house.</p>	60	<p>1 So it is a very, very sophisticated 2 way, and that is why it wasn't hard for the United 3 States and the rest of the world. This is where 4 you look at communism, you come at socialism, you 5 come at Marxism, you come at democracy they call 6 is, you know, all this stuff. I don't care, they 7 can say it started with King Saul. They can say it 8 came from the Magna Carta. They can say anything 9 that they want. But it is not true. It came from 10 this. It came from this formula. And the thing is 11 everything was done to destroy this formula, and 12 the first part of it to destroy it was to attack 13 our women. You destroy the women, you destroy the 14 society. 15 97 Q. Thank you. And I am just taking 16 stock of my questions, because you have answered a 17 lot of them in that answer. So you have described 18 the formal mechanisms of the recitals and you 19 talked a bit about how you learned information 20 about the Great Law and about your ways as a child. 21 Are there other informal mechanisms 22 through which this is passed along, this 23 information? 24 A. In every aspect of our ways it is 25 always done. Whenever we have a gathering, whether</p>
59	<p>1 And the third side of the house had 2 been listening and watching, and so on, and that. 3 And if they feel that the two sides of the house 4 have come to a good conclusion and that, then they 5 will go with them. But if they feel that they had 6 left something out or overlooked something, they 7 would bring it to the attention of those two sides 8 of the house, and they would go through a process 9 until they get it right. 10 And you have to get it right. You 11 can't go out back to the people with something that 12 is not complete, something that is only going to 13 come back to bite us in the future. We have to 14 make sure that whatever we do is really thought out 15 carefully so it doesn't bring harm to the 16 generations that are not here yet. You see? 17 And so, you know, that is -- I guess 18 that is what you -- I don't know, that is not 19 kanianerekowa. That is a formula to maintain peace 20 and harmony. That is what that is about. 21 So there is procedure and protocol, and 22 all the families have a role to play in this. That 23 is why you have the 49 representatives and that, 24 but there is 50 positions. The 50th doesn't have a 25 Clan Mother because all the 49 are his family.</p>	61	<p>1 it be a political gathering or a Council gathering, 2 whether it be a ceremonial gathering, whether it be 3 a social gathering, there are words that are spoken 4 always and we call it the words that come before 5 everything else. And these words are to help the 6 people to put them in the right frame of mind for 7 what we are gathered for, and it always starts with 8 the respecting, giving thanksgiving to all the 9 people who are assembled. 10 Then we address the earth and all the 11 earth gives for us, all the things that are upon 12 the earth, all the earthly things. 13 And then we talk about what is in the 14 sky, all our relations, like our eldest brother the 15 sun, our grandmother the moon, our grandfathers the 16 four winds who will bring the thunders and the 17 rain, and so on, and how all of them are 18 harmonious, and creation has continued to make life 19 and that because of that consistency, that always 20 life is being continued. 21 And if ever -- we are reminded that if 22 ever one day that sun didn't rise, our mother, she 23 wouldn't be able to help to raise the life by 24 herself. It would be difficult, all that we know. 25 If the grandfathers didn't bring the rains and the</p>

<p style="text-align: right;">62</p> <p>1 winds and so on, that also would cause us to no 2 longer exist. If the animals and the plants, the 3 water, all these things cease to do what they do, 4 we would cease to exist. And so this is what we 5 are always reminded, at every time, of who we are 6 and that.</p> <p>7 So that is always fresh in our minds. 8 And it is not a prayer. It is a reminder never for 9 us to take for granted what creation has provided. 10 We don't know what this power is, but we 11 acknowledge there is a power and we call it the 12 great natural power. We don't say "he", and we 13 don't say "she". We do not put a gender on this 14 power. We just say we have an obligation to 15 acknowledge and to say thank you.</p> <p>16 You see, like today, in most of your 17 religions, God is a male, you know, and to us that 18 couldn't be further from the truth. When we talk 19 about the power of life, we talk about our mothers. 20 They are the ones who gave us life, and everybody 21 else in the family has helped to support and raise 22 that life.</p> <p>23 98 Q. And it sounds like it is a very 24 collaborative process, whether in a formal setting 25 or in more informal settings. And I am wondering</p>	<p style="text-align: right;">64</p> <p>1 themselves as leaders, and they will call outside 2 forces to come in and to destroy what we are doing. 3 They will arrest us. They will beat us. Many of 4 our people spent many years in prison because of 5 these things, for standing up for who they are and 6 what they believe.</p> <p>7 But they call us bad people because we 8 don't think reservation. We are the 9 off-reservation mentality because we want to 10 continue to be free and to determine what our 11 future will be, and no different than you would not 12 be happy if the Soviet Union came over here and 13 started shoving things down your throat. They are 14 complaining about what they are doing in Ukraine 15 and all this. It seems like everybody can see 16 elsewhere what is going on, but they are not 17 looking at what is going on right here in their own 18 homes.</p> <p>19 This is what is going on every day and 20 that, and I know that there are going to be people 21 who is going to talk about the things that I have 22 been involved in the past. I have done everything 23 I could to defend my people, and I have no shame 24 about anything I have done. But I tell people, if 25 I was a criminal like you say, even in accordance</p>
<p style="text-align: right;">63</p> <p>1 whether people have the opportunity, if they think 2 something is being said wrong or incorrect or 3 conflicting in some way, do people have a chance to 4 question what is being said or affirm the accuracy 5 of what is being said?</p> <p>6 A. Today it is not a very easy thing 7 for the people to be able to express their concerns 8 and thoughts, because entities have been 9 established that does not recognize the voice of 10 women, does not recognize the voice of men, does 11 not recognize the rights of people as a whole, and 12 that because these entities have adopted something 13 that is contrary to our teachings and that and, you 14 know, these entities try to make decisions and say 15 we represent the people, but how can you represent 16 the people when you don't bring the issues to the 17 people? How can you say you carry their voice when 18 you have never even listened to them? You see?</p> <p>19 So this is what we have to deal with 20 today. And the thing is there are outside forces 21 that support a lot of this, and if our people 22 oppose it, it is sad to say that in some of our 23 so-called territories, the so-called leaders -- 24 they call them leaders. We don't have leaders. 25 The people are the leaders. But these people show</p>	<p style="text-align: right;">65</p> <p>1 with your own law I am not a criminal. One is not 2 a criminal when one stands up and fights for what 3 they believe. I have not broken laws. I have 4 never broken laws. Maybe I didn't do what they 5 wanted, but it didn't mean I broke the law. I 6 still am who I am, and I will continue.</p> <p>7 I mean, I have been before Courts 8 because charges were laid against me, but no Court 9 has seen fit to try to send me to prison or to put 10 me on probation or to give me a big fine. All the 11 time I was told, Go home and have a nice day, 12 because fighting for who you are is not a crime. 13 It is your right. Every part of creation has 14 instilled in the back of their minds 15 self-preservation. A mouse will defend itself 16 against a bear, as small as a mouse is. Plants 17 have it; otherwise, they wouldn't continue to live. 18 If it wasn't for that natural thing inside you 19 about self-preservation, all life would cease. It 20 would cease. It was intended. It was intended by 21 creation that these things continue.</p> <p>22 99 Q. So I just want to make sure that I 23 am understanding everything that you are telling 24 me. The principles of the Great Law, they are 25 passed through the people, through the ways of</p>

66	<p>1 living, through the recitals, through the various</p> <p>2 stories and ceremonies and all of the other</p> <p>3 gatherings in which people are discussing them and</p> <p>4 talking about them and talking about creation.</p> <p>5 And you have, as you discussed earlier,</p> <p>6 things like wampum, which are ways of putting words</p> <p>7 into things as a kind of way to remind the reciters</p> <p>8 and they can bring the words back out. And as you</p> <p>9 were saying, there are also the written versions</p> <p>10 which are not in themselves the Great Law but I</p> <p>11 think you used the word an "introduction" to it,</p> <p>12 that's right?</p> <p>13 A. Yes.</p> <p>14 100 Q. But it is this oral tradition and</p> <p>15 everything that goes into it that you have</p> <p>16 described that is the Great Law for the people?</p> <p>17 A. Uhm-hmm.</p> <p>18 101 Q. That's right? All right.</p> <p>19 A. You see, everything we do is not</p> <p>20 just about the people. It is about creation</p> <p>21 itself. It is our relations. You know, you hear a</p> <p>22 lot of Native people say all my relatives. They</p> <p>23 are not just talking about the humans. They are</p> <p>24 talking about every part of creation. This is why</p> <p>25 we say this earth is our mother. Our grandmother</p>	68
67	<p>1 is that moon. Our grandfather are the winds, the</p> <p>2 thunders. Our eldest brother is that sun.</p> <p>3 See, everything to us is family, and we</p> <p>4 say we see the natural families of creation, how</p> <p>5 they work in harmony with one another. It is a</p> <p>6 reminder to us that they are role models. In the</p> <p>7 different stages of our life we have certain</p> <p>8 responsibilities, and we must fulfil those</p> <p>9 responsibilities to continue to remain as who we</p> <p>10 are.</p> <p>11 102 Q. Thank you, that is a very good</p> <p>12 picture of the Great Law. And now I am going to</p> <p>13 change focus a little bit to the early time period.</p> <p>14 A. Okay.</p> <p>15 103 Q. You were describing a bit of the</p> <p>16 time before the Confederacy when the Peacemaker</p> <p>17 came and said that there is a better way of doing</p> <p>18 things that doesn't involve war, and I just had a</p> <p>19 few questions about that time period.</p> <p>20 So you have said a bit about what it</p> <p>21 was like before with various families and Nations</p> <p>22 at war. Could you describe a bit more what it was</p> <p>23 like before Confederacy, so for example, were there</p> <p>24 individual Nations with their own ways of doing</p> <p>25 things?</p>	69

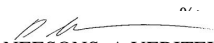
<p>70</p> <p>1 would be taught to them? The harder you try, the 2 more beneficial it would be to your being and that. 3 And so they created this game and everybody was 4 involved. They would divide the house and that, 5 and at one time it would be a Clan against Clan. 6 Another time it was men against women and that. 7 Depending on the time, like mid-winter or harvest 8 and that, we would do this. 9 And so the thing is that the message of 10 the ceremony and that was to remind you that you 11 only get out of life what you put into it. You 12 cannot think that you could just sit under a tree 13 and creation would take care of you. The thing is 14 that you were given everything. There was nothing 15 else to ask for. Everything is here. And now you 16 yourself was created in a way that you could 17 utilize your hands, your eyes, your ears and your 18 everything and your mind to help yourself. And 19 even in the white man's Bible, it says God helps 20 those who help themselves and that. Well, we also 21 understood those things, and so we had this 22 ceremony. 23 But then after a time, the same thing 24 all happened again, and this one we mentioned, the 25 Peacemaker, the story of the Peacemaker and that,</p>	<p>72</p> <p>1 controlled all that went on over there. We sent 2 five delegates over there with all of these 3 different wampums and recited these to them, 4 introduced them to these things and so that all 5 people could be of the same height, equality, peace 6 and harmony to all of the families of Europe. They 7 didn't want to hear about this. They said, Oh, no. 8 All their royalty said, No, no, you know, we like 9 the way things are. Everybody works for us. We 10 are the boss. We determine if they live or die or 11 whatever. 12 Only the family, the Royal Family of 13 Russia started to entertain this, and then what 14 happened was the other 12 families hired 15 mercenaries to go and wipe out that whole blood 16 line, every man, woman and child in that family. 17 And you know what, today there is no trace of any 18 of these wampums that were brought across the ocean 19 except in Russia. It is in a museum. It is there 20 for the world to see. 21 104 Q. Thank you. And I would like to 22 actually follow up on how this Great Binding Law 23 functioned after the Confederacy was formed now. 24 So my next few questions will focus on that time 25 period after Confederacy but before the American</p>
<p>71</p> <p>1 and how this all came about to bring all these 2 families back together and to help them to find 3 that peace again. And with this one, another 4 ceremony was brought, and this is the ceremony that 5 says, Look, we had all these things and we have to 6 no longer take just parts of it. We have to keep 7 it in its entirety. It is like that one. You see 8 that ring around there and one is interwoven with 9 the other. That means our spirituality and our 10 politics have to be one and the same. We cannot 11 separate. 12 And so this is why there is always this 13 reference to this Constitution as being the Great 14 Binding Law, okay. So many anthropologists, they 15 called it something else, but they kind of got the 16 gist of what we are talking about but they didn't 17 seem to get it right. 18 You see, if people would actually take 19 the time to really understand and learn this 20 formula, it is not only the beauty queen that is 21 going to say, I strive towards world peace. This 22 is a solution for world peace. 23 And you know, our people have tried to 24 bring this to the world. At that time, the new 25 world was Europe. The 13 families of Europe</p>	<p>73</p> <p>1 Revolution, before the Haldimand Proclamation, 2 before kind of the spreading of the communities 3 out. 4 So just to begin with basics, I 5 understand that there were the Five Nations to 6 begin with? 7 A. Yeah, which called the -- 8 105 Q. The Five Nations, and then the 9 Tuscarora joined the Confederacy in the early 10 1700s, approximately? 11 A. No, they did not join. The 12 Tuscaroras were known as the people of the land of 13 the cypress. About the 1700s or the late 1600s, 14 early 1700s, one-third of their population had been 15 cannibalized by the colonists, and so a great many 16 of them, not wanting to be eaten, they went to the 17 colonists and they said, We accept your Jesus, and 18 so now Christians couldn't eat Christians. 19 So they didn't treat them any better, 20 but they stuck them along a river called the Lumber 21 River, and today those people are being referred to 22 as the Lumbees, okay. 23 Another group broke off and went into 24 the swamplands, the marshes, the everglades, 25 whatever you call it, but the Europeans were afraid</p>

74	<p>1 to go in after them because they knew if they went</p> <p>2 in after them, they weren't coming back out.</p> <p>3 Then a group of them came to the north.</p> <p>4 They came to seek protection from what they called</p> <p>5 the Five Nations. The Oneidas took them in and</p> <p>6 they sponsored them for the Confederacy to protect</p> <p>7 them, but not only them. There were, you know,</p> <p>8 many different onkwehonwehs, Native people that</p> <p>9 they did this for them, and they located them at a</p> <p>10 place called Indian Town because there was so many</p> <p>11 different types of Native people and that. It is</p> <p>12 near a place called Colgate, New York, okay, and</p> <p>13 yeah, so that is where they settled.</p> <p>14 Then when the Oneidas were being</p> <p>15 dispossessed of their lands and so on, the Senecas</p> <p>16 took them in and they located them at a place near</p> <p>17 what is called Niagara Falls, and that is why those</p> <p>18 Tuscaroras are there today, but they are a</p> <p>19 protected people and that.</p> <p>20 And the thing is that they are called</p> <p>21 Tuscarora, but that is not really who they are and</p> <p>22 that. When they left their lands, they left the</p> <p>23 land of the cypress. They could no longer say we</p> <p>24 are the people of the land of the cypress because</p> <p>25 you are not there, and so they couldn't call</p>	76	<p>1 approximately in what we now call New York; is that</p> <p>2 right? Or is it --</p> <p>3 A. Well, the thing is it goes beyond.</p> <p>4 I mean, you know, what is referred to as the</p> <p>5 Iroquoian people, I mean, you can start in Georgia,</p> <p>6 the State of Georgia, come up the Carolinas; you</p> <p>7 can come up into the Virginias; you can go into</p> <p>8 what is called Michigan and Ohio, and all that,</p> <p>9 there are Iroquoian people all over what is called</p> <p>10 the continental United States. But then you come</p> <p>11 north and that all over here and that there is</p> <p>12 Iroquoian people, and people gave them different</p> <p>13 names, like, you know, the Wyandots, okay. Later</p> <p>14 on the Wyandots became out in the east were called</p> <p>15 Hurons and that.</p> <p>16 But the thing is that these are all</p> <p>17 Iroquoian people. The Eries, the Neutral, the</p> <p>18 Tobacco, the Cherokees, the Mingos, the Tutelos,</p> <p>19 these were all Iroquoian people, and we were all</p> <p>20 over, all over this place. In fact, this city is</p> <p>21 called Toronto. It is from our language, Atoronto.</p> <p>22 Atoronto, and what that is is when the</p> <p>23 people used to cross the lake to come on this, to</p> <p>24 this part, they used to have dugouts and that, and</p> <p>25 when they get here, they can't -- if they are going</p>
75	<p>1 themselves, you know, who the people are whose now</p> <p>2 homes they were in. But the thing is our people</p> <p>3 noticed that they were very industrious in</p> <p>4 gathering hemp, splitting hemp and making cloth and</p> <p>5 ropes and medicines and food products and all this,</p> <p>6 so they were called the Tehatiskarorens, which</p> <p>7 means they who are the hemp-splitters and that, and</p> <p>8 the English messed up that word and start calling</p> <p>9 them Tuscaroras.</p> <p>10 You see, this is why I say it is</p> <p>11 important how we must retain our language for what</p> <p>12 it really is, because just that word alone, the</p> <p>13 reference to those people tells you a whole lot.</p> <p>14 106 Q. Yeah, and you have used -- you</p> <p>15 have explained how the names of the Mohawk, for</p> <p>16 example, or the Tuscaroras now and the Mohawk</p> <p>17 previously when you were talking about the people</p> <p>18 of the flint, I think you used to describe it, are</p> <p>19 connected to the lands that they came from or that</p> <p>20 they were a part of.</p> <p>21 A. Yes.</p> <p>22 107 Q. So it sounds like each Nation had</p> <p>23 its own lands during this time that they came from?</p> <p>24 A. Yes.</p> <p>25 108 Q. That's right? And these were all</p>	77	<p>1 to stay awhile, they can't just pull that dugout on</p> <p>2 and put it on the beach. It is going to get dry</p> <p>3 and it is going to crack and it is going to split</p> <p>4 and you can't use it.</p> <p>5 And so what they did was they sunk that</p> <p>6 log. They filled it up with stones, so when they</p> <p>7 were ready to leave, they would just flip that</p> <p>8 canoe over and it would float back up and it is</p> <p>9 usable. That is why we say Atoronto; they</p> <p>10 submerged the logs. That is why Toronto is called</p> <p>11 the place where you submerge your logs.</p> <p>12 109 Q. I actually didn't know that.</p> <p>13 A. Yeah, you see, it is just like</p> <p>14 Ontario, Oniatariio. Oniatariio is the lake; it is</p> <p>15 the good lake. Lake Ontario is the good lake,</p> <p>16 Oniatariio and that. And now they are referring to</p> <p>17 the land as a good lake. It is not. It is the</p> <p>18 land, you see.</p> <p>19 So there is a lot of, a lot of history</p> <p>20 that everybody should know, everybody. It is not</p> <p>21 limited to us. It is to everybody.</p> <p>22 [Court Reporter intervenes for</p> <p>23 clarification.]</p> <p>24 [Discussion Off the Record.]</p> <p>25 -- RECESSED AT 5:15 P.M.</p>

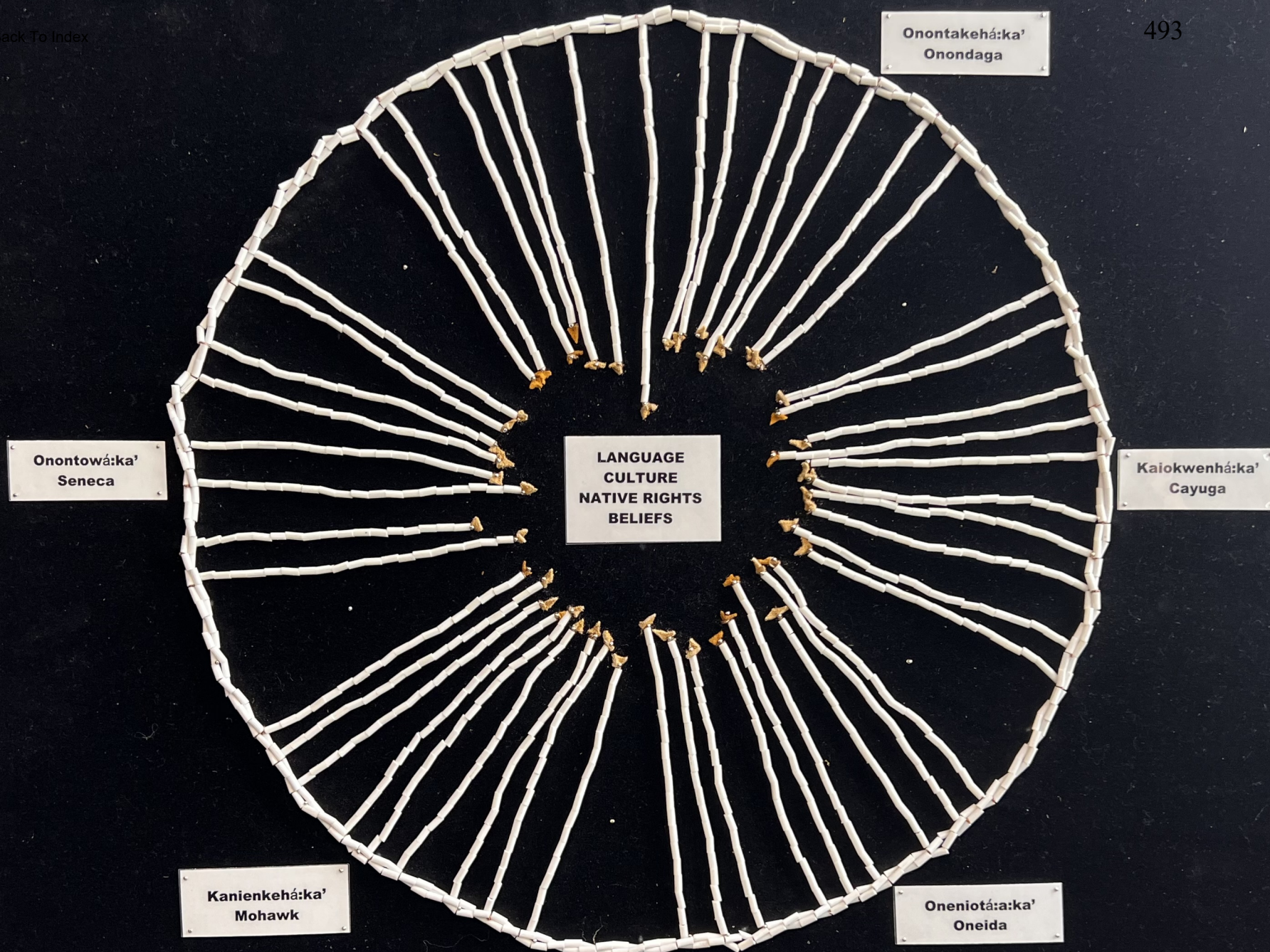
78	<p>1 -- RESUMED AT 5:33 P.M.</p> <p>2 BY MR. KANKO:</p> <p>3 110 Q. I have three questions left, so I</p> <p>4 think we can be done by 6:00, as an estimate.</p> <p>5 So my first of the last three questions</p> <p>6 is if you could describe, in this time between the</p> <p>7 formation of the Confederacy and the American</p> <p>8 Revolution and the Haldimand Proclamation, the role</p> <p>9 of the Six Nations with respect to each other and</p> <p>10 with respect to the Grand Council?</p> <p>11 A. Could you kind of repeat that, so</p> <p>12 I can get my mind back in gear.</p> <p>13 111 Q. Sure, and if you would like to</p> <p>14 refer to the circle wampum, that might help. But I</p> <p>15 am wondering about the relationship between the</p> <p>16 individual Nations, how they dealt with internal</p> <p>17 affairs versus each other's affairs, and then how</p> <p>18 they all related to the Grand Council?</p> <p>19 A. Right across all the lands, all</p> <p>20 the people, if people want to call communities or</p> <p>21 territories, whatever and that, we still have the</p> <p>22 relation. You have to understand that many things</p> <p>23 have happened that, you know, has caused some</p> <p>24 things not to be the way they always were and that,</p> <p>25 and one of those reasons was this imaginary line</p>	80	<p>1 went one way and it went the other way, it created</p> <p>2 a current, an undercurrent and that, and that is</p> <p>3 what Osweken is, is that undercurrent.</p> <p>4 So when we refer to the people and</p> <p>5 that, we refer to that characteristic of that land,</p> <p>6 Osweken, okay. I'll write it and spell it for you.</p> <p>7 O-s-w-e-k-e-n.</p> <p>8 So us in our old ways, that is Osweken</p> <p>9 and that, but it was always understood that the</p> <p>10 centre of our house symbolically would be in</p> <p>11 Onondaga, okay, and that. And the thing is because</p> <p>12 of the American Revolution and all that kind of</p> <p>13 stuff happened and, you know, history tells that</p> <p>14 our people divided and all that, which wasn't so.</p> <p>15 The people fought on different sides and that, and</p> <p>16 because, for one, Joseph Brant and John Deseronto,</p> <p>17 they were heavily influenced by Sir William Johnson</p> <p>18 who was the King's representative here, you know,</p> <p>19 with dealing with our people.</p> <p>20 And Sir William Johnson, even though he</p> <p>21 had a family and married in England, when he came</p> <p>22 over here, he had a mistress and that and they</p> <p>23 called her Molly Brant, and she was the older</p> <p>24 sister to this Joseph. And so basically they</p> <p>25 raised Joseph and sent him to the finest English</p>
79	<p>1 that was put across our land called the</p> <p>2 Canadian-American border.</p> <p>3 And also what the people went through</p> <p>4 and everything just to kind of survive. You know,</p> <p>5 many things kind of changed, but one thing the</p> <p>6 people never forgot as a people is that we are the</p> <p>7 people of the longhouse, and that no matter where</p> <p>8 we are, our 49 families are there and that not one</p> <p>9 family had gone and lived in what is called the Six</p> <p>10 Nations today.</p> <p>11 You see, in our own language, in our</p> <p>12 ways, that term "Six Nations" is something new to</p> <p>13 us, you know. You know, "Grand River" is another</p> <p>14 term that really isn't of our vocabulary, I guess,</p> <p>15 and that, but a lot of our people have adopted</p> <p>16 those because of the influences.</p> <p>17 But for us, we called that "Osweken",</p> <p>18 Osweken, because you always refer to the people as</p> <p>19 something that is a characteristic of the land, and</p> <p>20 we call that Osweken. All of us here, we had never</p> <p>21 heard the term "Six Nations" or "Grand River". It</p> <p>22 was always Osweken. It is a community, okay.</p> <p>23 And Osweken, it means it is where the</p> <p>24 river forks, what they call the Grand River, where</p> <p>25 the river forks and that, and because the water</p>	81	<p>1 schools in New England, and Joseph, being a Mohawk</p> <p>2 by birth they say, is that he was one who desired</p> <p>3 to be more British than the British themselves.</p> <p>4 And so anything William Johnson wanted, Joseph</p> <p>5 Brant did, and he enlisted in the British Armed</p> <p>6 Forces and he became a Colonel or something in the</p> <p>7 British Army, and so did John Deseronto.</p> <p>8 And so they sided with the British. So</p> <p>9 after the American Revolution, they were afraid</p> <p>10 that the Americans would come back on them and</p> <p>11 that. And so this is why they came to the north</p> <p>12 side of the imaginary line and some of them settled</p> <p>13 in what is known as Deseronto, Ontario, and then</p> <p>14 the others settled here in Brantford and that. And</p> <p>15 so that is why you have those two communities. And</p> <p>16 so they were refugees in their own land, basically,</p> <p>17 is what it came down to.</p> <p>18 And so a lot of these things that</p> <p>19 happened in the history has affected us all the way</p> <p>20 to today and that, and a lot of the people in this</p> <p>21 way became very loyalist, loyalistic you could say,</p> <p>22 you know, in both communities, and they even</p> <p>23 celebrated this loyalist day and stuff like this</p> <p>24 and they have every year the giving of bread and</p> <p>25 cheese from the Queen, you know, this kind of</p>

<p style="text-align: right;">82</p> <p>1 stuff. So a lot of these things have affected our 2 people. 3 So what the people here have said is 4 that they divided the fires, and that the political 5 fire would stay on the American side at Onondaga 6 and the religious fire would be brought to 7 Osweken and that, and so basically almost like they 8 are establishing two Confederacies, having lost 9 their knowledge that we don't do that. You see, 10 this is why that wampum reminds us of that. It is 11 intertwined. You cannot separate. 12 But they have decided to separate and 13 to do the things they do, but still this side still 14 recognizes the fact that they still got to go to 15 Onondaga and participate as part of the Confederacy 16 and that. 17 So it is a longer story. I am trying 18 to make this answer short because that woman wants 19 to go home at 6 o'clock. 20 112 Q. I appreciate that. Could you 21 please go into a little bit more detail about how 22 that decision-making process works today, 23 particularly between Ohsweken and Onondaga? 24 A. Well, both of them basically 25 have basically changed a lot of things, and they</p>	<p style="text-align: right;">84</p> <p>1 who we are and what we are about. We don't want 2 this to be lost, because with all the things we 3 foresee coming to us in the future, this is the 4 only thing left that is going to protect our 5 children and that. 6 And the thing is that we have no desire 7 for our people to be alienated from who we are. 8 This is who we are. You know, it is like they say, 9 you know, when creation put the flowers around the 10 world and that, they didn't just make red roses. 11 As beautiful as a red rose is, if we had all the 12 flowers of the world turn to red roses, after a 13 while we would be sick of red roses. But because 14 of the variety, the different shapes, colours, 15 sizes, fragrances and everything, that is what 16 makes the beautiful bouquet, and it was creation's 17 design, not ours. 18 And so this is what we want to 19 maintain. You know, maybe we are not the red 20 roses, but we might be the violets, you know, or 21 the -- what is the other one that smells really 22 good? The lilacs. 23 And a lot of our ways is like we 24 described things and that. It is - geez, it's an 25 English word and I always forget it. It is like</p>
<p style="text-align: right;">83</p> <p>1 say they follow the Great Law and that. To a 2 certain point, yes, and the thing is a lot of the 3 symbolisms they have continued to use, but they 4 don't carry out what it really means and what it 5 represents and that. 6 And so now both sides have kind of 7 created these new creatures, saying this group of 8 men here and this group of men over here have taken 9 it upon themselves as being the rulers of the 10 people when they are not supposed to be rulers. 11 They are supposed to be representative of the voice 12 of the people. They are supposed to carry out the 13 wish and the will of the people in accordance to 14 our ways. But they have been counselling and doing 15 things and making decisions with no involvement of 16 the people on either side of the imaginary line. 17 There are different communities still 18 in existence that have continued to maintain these 19 things and that, and so this is why people like us 20 are asked to come to the other communities because 21 the people are asking for it. The people want to 22 know, and so this is why we have been, you know, 23 doing these gathering and speakings, and so on, and 24 trying to answer all the questions that they ask. 25 So today, we are struggling to maintain</p>	<p style="text-align: right;">85</p> <p>1 you are comparing it, like we make kind of a 2 description, a story, you know, and that. What is 3 the English word? 4 113 Q. An analogy or allegory? 5 A. Kind of like analogy, I guess, but 6 it is another word. I know it is going to come 7 back to me when we all leave, you know. 8 114 Q. Fair enough, thank you. And so in 9 relation to how the circle wampum and the processes 10 that you have described about that decision-making 11 process, the last question that I wanted to ask is 12 to understand how that works today now. 13 A. Yes. 14 115 Q. And if you could describe how it 15 should work today and perhaps talk about it in the 16 context of how Chiefs might appoint a spokesperson 17 and the kinds of qualities that they would look for 18 in appointing a spokesperson and the 19 decision-making process that goes into that? 20 A. Yes. See, this is always a 21 constant reminder to us. Today, the so-called 22 Chiefs, they say this is the Chief's wampum, but it 23 is not the Chief's wampum. This is what embraces 24 our people. This is about the people. It is not a 25 Chief's wampum. It is a people's wampum. It is</p>

<p style="text-align: right;">86</p> <p>1 the unification, the alliance of all of our 2 families and that. 3 And the thing is that these ones who 4 call themselves Chiefs, they are supposed to adhere 5 to this and they don't, but a lot of them, what 6 they are doing is they are going to the outside and 7 looking for legitimacy, and so on, on the outside 8 and they are asking the outside to make, you know, 9 decisions on their behalf and saying that they had 10 the right to go out there and do that. 11 But you see this, in our words we say 12 that if any of them should ever try to establish 13 something contrary to what is here, it shall be 14 deemed that they have alienated themselves. 15 You know, during the war with Germany, 16 Canada got involved because they were part of the 17 Commonwealth countries, Australia, New Zealand and 18 so on, and many Americans wanted to get involved in 19 that war, but the United States had not yet 20 declared the war on Germany. So many Americans 21 crossed into Canada and enlisted in the Canadian 22 Armed Forces and they carried the Canadian or the 23 British Union Jack at that time to fight against 24 Hitler and that. 25 When the war was over, those Americans</p>	<p style="text-align: right;">88</p> <p>1 aware of this, but they have some understanding. 2 And this is why the people, this is why 3 there is the divisions within the community, 4 because the people are saying we want to get back 5 to this. But these ones who are declaring 6 themselves to be our authorities are the ones who 7 are hampering us, and they have support and they 8 are using a foreign system to impose upon us. Just 9 like today we are here, and like I said earlier, 10 this issue doesn't belong here. It belongs here. 11 But right now these guys have brought 12 the issue out here and that to look for legitimacy. 13 You see, when we know our legitimacy is here, it 14 has always been here, and this is what we are 15 standing for. 16 116 Q. Just one clarification about that. 17 Could the Council or the circle of Chiefs there 18 representing the Nations appoint a spokesperson if 19 there was ever an instance where they would have to 20 interact with the other system, and how would they 21 do that? 22 A. Oh, yeah, and that we have and 23 there is a formality that is done that when there 24 is an issue to deal with -- you see, Chiefs, these 25 so-called Rotianneh, they are never supposed to be</p>
<p style="text-align: right;">87</p> <p>1 who came back, they had to come back to Canada. 2 When they tried to come back to resume their lives 3 in the United States as Americans, they were all 4 stopped because they had alienated themselves as 5 Americans and became part of the British 6 Commonwealth carrying the Union Jack and so on. 7 So those Americans had to wait five to 8 fifteen years to regain their American citizenship 9 back. And that comes from here, that one can leave 10 but one can come back, and we will try to bring 11 them back. But when they came back, they no longer 12 had a voice. They would have to pledge and show 13 that their allegiance is to within, and they had to 14 carry out this, even though they lost their voice 15 and that, they didn't have a say anymore. But they 16 would work so their children could have that voice 17 and that their grandchildren could some day be 18 honoured by holding one of these positions and 19 that. 20 So this is -- you know, I mean, I wish 21 we could take the ten days or so and go through all 22 of this so you could get a full understanding of 23 this. And the thing is that there are many of us 24 that are still in the circle and we work to keep 25 it. And the thing is a lot of our people aren't</p>	<p style="text-align: right;">89</p> <p>1 the ones to deal with external affairs. That is 2 not up to them. And the families and that, in 3 conjunction with the Council, would carry out what 4 we would call that we would give the words and the 5 purpose of that responsibility. We say we make 6 them a bundle and they would take that, those 7 instructions, to go and deal with the outside and 8 that they are only to follow the instructions that 9 the people have given to them and go and do 10 whatever has to be done. 11 But any real decision cannot be made at 12 that table. They have to bring whatever request 13 the others have and bring it back, and the decision 14 will be made within our circle. Then the delegates 15 can go back out there and do as the people have 16 said. 17 And when they have been done, they come 18 back and they report. Then the bundle is removed. 19 Now they are free now. But while they are, what do 20 you call it, commissioned and that, they are 21 working for the people and they cannot do anything 22 that would ever jeopardize their responsibility to 23 the people and that. That is what you do. Once 24 you have done your job and you are released, you 25 are free to go about your everyday life.</p>

<p>1 And so it should be -- and the thing is 2 the three of us here have been put in that 3 position. We have been sent to Europe on many 4 occasions to represent our people at the United 5 Nations, different countries, Germany, East 6 Germany, West Germany, Holland, Luxemburg, Austria. 7 We have been all over the world because we were 8 sent. And we were always proud when we came home, 9 because everywhere we went people said you are the 10 best representatives. You have not focussed on our 11 ways. You haven't chased our women. You haven't, 12 you know, done all these stupid things. You 13 carried yourself honorably. You did what you were 14 sent to do. You come home, and after you are 15 released. If you want to go look for a girlfriend, 16 then you are free to do so, but you don't do it 17 when you represent your people. You do not 18 disgrace your people. You want people to know that 19 they made the right choice when they sent you. 20 117 Q. Thank you. I am just going to 21 take one moment. 22 A. Okay. 23 118 Q. Thank you, that is all of my 24 questions. I really appreciate you sharing your 25 knowledge today.</p>	<p>90</p>	<p>1 REPORTER'S CERTIFICATE 2 3 I, DEANA SANTEDICOLA, RPR, CRR, 4 CSR, Certified Shorthand Reporter, certify: 5 That the foregoing proceedings were 6 taken before me at the time and place therein set 7 forth, at which time the witness was put under oath 8 by me; 9 That the testimony of the witness 10 and all objections made at the time of the 11 examination were recorded stenographically by me 12 and were thereafter transcribed; 13 That the foregoing is a true and 14 correct transcript of my shorthand notes so taken. 15 16 17 18 Dated this 25th day of March, 2023. 19 20 21 22  23 NEESONS, A VERITEXT COMPANY 24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR 25</p>	<p>92</p>
<p>1 A. All right. I did the best IR. 2 MS. KANKO: Thank you. That is it from 3 Canada, Madam Reporter. 4 MR. GILBERT: We are done here. 5 MR. TORTELL: In light of what has been 6 said earlier today and in light of the hour, we 7 don't have any questions for the affiant, thank 8 you. This is Counsel for Ontario, David Tortell. 9 Ontario does not have any questions for this 10 witness. Thank you. 11 12 -- Adjourned at 5:54 p.m. 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>91</p>		

TAB 1



**The Circle of the Fifty Sachems
The Covenant of the League of the Five Nations**

The significance of the circle of wampum beads with wampum strings attached signifies the Fifty Sachems, Rotianéshon (Mo.), of the Five Nations and also symbolizes the Union of the Five Confederate Nations: the Mohawks, Kanienkehá:ka', have nine Confederate Lords; the Oneida, Oneniotá:a:ka', have nine Confederate Lords; the Onondagas, Onontakehá:ka', have fourteen Confederate Lords; the Cayugas, Kaiokwenhá:ka', have ten Confederate Lords; and the Senecas, Onontowá:ka', have eight Confederate Lords. Under the Great Tree of Peace, Skaronhsekó:wa, stands the Fifty Confederate Lords with joined hands in a circle signifying unity.

IT ALSO PROVIDES that should anyone of the Confederate Lords leave the council, the Clan Mother will remove his crown of deer-horns, the emblem of Lordship, title, together with his birthright.

SIMILARLY, his title and the crown of deer-horns will fall from his head inside the circle and will remain within the Confederacy and it will be given back to Clan-Mother who will nominate another in her descent or lineage for the Lordship in the family.

IF ANY OF THE PEOPLE IN THE CONFEDERACY wishes to go out of the circle, all their rights will remain inside the circle of the Confederacy. The Fifty Confederate Lords of the Five Nations shall always stand firm with a tight grip of joined hands. So that if someday a tree falls upon the joined hands and arms, it will fall and would not separate or break the link of the Confederacy, nor weaken their hold and that this Great Union, Teiotiokwaonháston, will always be preserved.

FURTHER, meaning that if any of their people marry any other race, they are walking out of the circle and will lose their status.

...Jake Thomas

EXHIBIT

A

**The Circle Of The Fifty Sachems
Of The Covenant Of The League
Of The Five Nations**

**Rotinonshón:ni Teiotiokwaonháston (Mo.)
Hodinohshó:ni Deyodyogwaqháhs:doh (Ca.)**

The original of this wampum record was made at the time of the Founding of the League and has been handed down through a line of Wampum Keepers until the present time. This circle of white wampum represents the seating plan of the fifty sachems of the Iroquois Confederate Council. Each strand stands for a Confederate Lord's name. They are bound together by intertwined strands representing the Unity of the Laws of Peace, Kalanerenkó:wa (Mo.), Gayaneshra'gó:wa (Ca.). The circle of white wampum is very sacred.

...Jake Thomas.

TAB I

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Cross-Examination of AARON DETLOR,
on his affidavits affirmed August 31, 2022,
February 6, 2023, and February 8, 2023,
respectively, taken via Neesons, a Veritext
Company's virtual Zoom platform, with all
participants attending remotely, on the 20th day of
March, 2023.

Page 2	<p>1 -----</p> <p>2 A P P E A R A N C E S:</p> <p>3 IRIS ANTONIOS, Esq., for the Plaintiff</p> <p>4 GREGORY SHEPPARD, Esq.,</p> <p>5 &</p> <p>6 ROBERT JANES, Esq.,</p> <p>7</p> <p>8 TANIA MITCHELL, Esq., for the Defendant,</p> <p>9 SARAH KANKO, Esq., Attorney General of</p> <p>10 MYRA SIVALOGANATHAN, Esq., Canada</p> <p>11 KATRINA LONGO, Esq.,</p> <p>12 OWEN YOUNG, Esq.,</p> <p>13 HASAN JUNAID, Esq.,</p> <p>14</p> <p>15 DAVID TORTELL, Esq., for the Defendant,</p> <p>16 DAVID FELICIANT, Esq., His Majesty the King</p> <p>17 In Right of Ontario</p> <p>18</p> <p>19</p> <p>20 TIM GILBERT, Esq., for the Moving Party,</p> <p>21 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>22 DYLAN GIBBS, Esq., Development Institute</p> <p>23 COLIN CARRUTHERS, Esq.,</p> <p>24</p> <p>25</p>	Page 4
Page 3	<p>1 A P P E A R A N C E S (Cont'd):</p> <p>2 JEFFREY KAUFMAN, Esq., for the Intervenor,</p> <p>3 LIAM GERRY, Esq., The Men's Fire of the</p> <p>4 Grand River Territory</p> <p>5</p> <p>6 Also Present: Tayler Hill</p> <p>7 Lonny Bomberry</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12 REPORTED BY: Deana Santedicola, RPR, CRR, CSR</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5782063</p>	Page 5

<p>1 I N D E X</p> <p>2</p> <p>3 WITNESS: Aaron Detlor</p> <p>4 PAGES</p> <p>5 CROSS-EXAMINATION BY MR. KAUFMAN..... 6 - 78</p> <p>6</p> <p>7 **The following list of undertakings, advisements</p> <p>8 and refusals is meant as a guide only for the</p> <p>9 assistance of counsel and no other purpose**</p> <p>10</p> <p>11 I N D E X O F U N D E R T A K I N G S</p> <p>12 The questions/requests undertaken are noted by U/T</p> <p>13 and appear on the following pages: [None]</p> <p>14</p> <p>15 I N D E X O F A D V I S E M E N T S</p> <p>16 The questions/requests taken under advisement are</p> <p>17 noted by U/A and appear on the following pages:</p> <p>18 45:9</p> <p>19</p> <p>20 I N D E X O F R E F U S A L S</p> <p>21 The questions/requests refused are noted by R/F and</p> <p>22 appear on the following pages: 36:14, 43:21, 44:3,</p> <p>23 47:6, 47:13, 48:18, 49:9, 51:13, 52:11, 55:22,</p> <p>24 55:24, 56:6, 56:11, 56:19, 58:3, 60:23, 61:6,</p> <p>25 61:10, 64:20, 65:6, 73:2</p>

Page 6	<p>1 -- Upon commencing at 12:30 p.m.</p> <p>2</p> <p>3 AARON DETLOR; AFFIRMED.</p> <p>4 CROSS-EXAMINATION BY MR. KAUFMAN:</p> <p>5 1 Q. Good afternoon, Mr. Detlor. My</p> <p>6 name is Jeffrey Kaufman. I'll be cross-examining</p> <p>7 you today on the affidavits in this proceeding.</p> <p>8 Do I understand correctly you affirmed</p> <p>9 an affidavit on August 31, 2022?</p> <p>10 A. Correct.</p> <p>11 2 Q. You affirmed a further affidavit</p> <p>12 on February 6, 2023?</p> <p>13 A. Correct.</p> <p>14 3 Q. And you affirmed a supplementary</p> <p>15 affidavit on February 8, 2023?</p> <p>16 A. Correct.</p> <p>17 4 Q. Sorry, Counsel, were you going to</p> <p>18 say something?</p> <p>19 MR. DUMIGAN: I thought it was just two</p> <p>20 affidavits.</p> <p>21 MR. GILBERT: This is Mr. Dumigan</p> <p>22 speaking.</p> <p>23 MR. DUMIGAN: There is an August 31,</p> <p>24 2022, and February 6, 2023, right?</p> <p>25 MR. SHAPIRO: I see in a Fourth</p>	Page 8	<p>1 Mr. Detlor, you have some documents in front of you</p> <p>2 and some loose papers. Can you please show me what</p> <p>3 is in front of you.</p> <p>4 A. I have the Supplemental Responding</p> <p>5 Motion Record of the Men's Fire of the Six Nations</p> <p>6 Grand River Territory, and that is dated February</p> <p>7 24, 2023.</p> <p>8 7 Q. Sorry, before you leave that, are</p> <p>9 there any notes contained in that document, or is</p> <p>10 it a clean copy?</p> <p>11 A. My understanding, it is a clean</p> <p>12 copy, but I have not made any notes on it.</p> <p>13 8 Q. Thank you. What else do you have</p> <p>14 in front of you?</p> <p>15 A. I have a printout of an email</p> <p>16 dated June 28th, 2022 from Victoria Pileggi to</p> <p>17 Susan Kartalianakis.</p> <p>18 9 Q. Thank you. Are there any notes on</p> <p>19 that document?</p> <p>20 A. There are not.</p> <p>21 10 Q. Thank you.</p> <p>22 A. I have a copy of an Ontario Court</p> <p>23 of Justice transcript which is dated as completed</p> <p>24 April 17th, 2018, and the document on the first</p> <p>25 page that is numbered but on the second page of the</p>
Page 7	<p>1 Supplementary Motion Record a supplementary</p> <p>2 affidavit of Aaron Detlor dated February 8, 2023.</p> <p>3 MR. DUMIGAN: Yes, that sounds -- let</p> <p>4 me just track down this affidavit, and we'll get it</p> <p>5 in front of the witness.</p> <p>6 MR. GILBERT: There is too many</p> <p>7 affidavits.</p> <p>8 MR. KAUFMAN: Sorry, what did you say,</p> <p>9 Mr. Gilbert?</p> <p>10 MR. GILBERT: Too many affidavits, too</p> <p>11 many motion records adorning the conference room.</p> <p>12 I apologize for the delay.</p> <p>13 MR. KAUFMAN: Okay, I am just trying to</p> <p>14 get clarity. Is there not a supplementary</p> <p>15 affidavit of Aaron Detlor dated February 8th, 2023,</p> <p>16 contained in your Fourth Supplemental Motion</p> <p>17 Record?</p> <p>18 MR. GILBERT: I am showing the witness</p> <p>19 an affidavit of February 8, 2023.</p> <p>20 BY MR. KAUFMAN:</p> <p>21 5 Q. Yes, so you confirm, Mr. Detlor,</p> <p>22 you also affirmed an affidavit on February 8, 2023,</p> <p>23 as a supplementary affidavit?</p> <p>24 A. Correct.</p> <p>25 6 Q. I see on the Zoom camera,</p>	Page 9	<p>1 photocopy package it is dated as Friday, October</p> <p>2 20th, 2017, and it says "Reasons for Sentence -</p> <p>3 Bourque J."</p> <p>4 11 Q. Thank you. Are there any notes on</p> <p>5 that document?</p> <p>6 A. No, there are not.</p> <p>7 12 Q. Thank you. What else do you have</p> <p>8 in front of you?</p> <p>9 A. I have an article from the Two Row</p> <p>10 Times. The printout itself reads March 16th, 2023,</p> <p>11 5:25 p.m., "HDI lawyer accused of overcharging</p> <p>12 clients", and this is an article it appears dated</p> <p>13 May 6, 2015, by Jim Windle.</p> <p>14 13 Q. Thank you.</p> <p>15 A. And there are no notes on this</p> <p>16 document.</p> <p>17 14 Q. Do you have anything else in front</p> <p>18 of you?</p> <p>19 A. I do. I have a photocopy package</p> <p>20 that is titled "Exhibit D to the Affidavit of Aaron</p> <p>21 Detlor of December 1st, 2016".</p> <p>22 15 Q. Are there any notes on that</p> <p>23 document?</p> <p>24 A. No, there are not. And for the</p> <p>25 record, it runs sequentially page numbered from 76</p>

Page 10	Page 12
<p>1 to 103.</p> <p>2 16 Q. Thank you. Is there anything else</p> <p>3 in front of you for the purposes of your</p> <p>4 examination today?</p> <p>5 A. Yes. I have the Second</p> <p>6 Supplementary Motion Record of the Haudenosaunee</p> <p>7 Development Institute August 31st, 2022. It is a</p> <p>8 clean copy with no notes.</p> <p>9 I have a Responding Motion Record of</p> <p>10 the Haudenosaunee Development Institute dated</p> <p>11 February 6th, 2023, and again, this is a clean</p> <p>12 copy.</p> <p>13 And then, finally, in front of me I</p> <p>14 have the Fourth Supplementary Motion Record of</p> <p>15 February 8th, 2023, and I can confirm that there</p> <p>16 are no notes or handwriting on the document.</p> <p>17 17 Q. Thank you. If we can first turn</p> <p>18 to your Second Supplementary Motion Record affirmed</p> <p>19 August 31, 2022, and could you please turn to</p> <p>20 paragraph 6 of your affidavit.</p> <p>21 A. Correct, I am at paragraph 6.</p> <p>22 18 Q. In paragraph 6 you state:</p> <p>23 "I, like all Haudenosaunee,</p> <p>24 share in the collective rights and</p> <p>25 interests of the Haudenosaunee."</p>	<p>1 land as land. We refer to it as "yonkenystonhonga"</p> <p>2 which refers to, by way of best possible</p> <p>3 translation, "our mother, the earth".</p> <p>4 25 Q. And it is the mothers who are the</p> <p>5 caretakers of the land?</p> <p>6 A. No.</p> <p>7 26 Q. The mothers bear a special</p> <p>8 responsibility in Haudenosaunee culture for the</p> <p>9 land?</p> <p>10 A. Everyone has a special obligation</p> <p>11 with respect to the land.</p> <p>12 27 Q. In Haudenosaunee Laws and the</p> <p>13 Great Laws, there is no such thing as private</p> <p>14 property; is that correct?</p> <p>15 A. I am not an expert on the Great</p> <p>16 Law, so I wouldn't be able to opine on that.</p> <p>17 Certainly there are instances where something</p> <p>18 approximating a private-like interest would occur</p> <p>19 with respect to various historical village sites</p> <p>20 and, in particular, the manner in which Clans are</p> <p>21 responsible for those village sites. I don't know</p> <p>22 if I would characterize that as private property,</p> <p>23 per se.</p> <p>24 28 Q. And at any time advising the HCCC</p> <p>25 Council or being a Delegate on a Council, have you</p>
Page 11	Page 13
<p>1 Is that a true and correct statement?</p> <p>2 A. Yes.</p> <p>3 19 Q. Is land a collective right for the</p> <p>4 Haudenosaunee?</p> <p>5 A. I don't understand what you mean</p> <p>6 by "land".</p> <p>7 20 Q. Is land held in common for the</p> <p>8 benefit of all Haudenosaunee?</p> <p>9 A. Sorry, I don't understand. Land</p> <p>10 held in common by whom?</p> <p>11 21 Q. Held in common for all the people.</p> <p>12 A. Which land are you referring to,</p> <p>13 land in China or land in North America?</p> <p>14 22 Q. Land in terms of land and property</p> <p>15 in the Haudenosaunee Territory, not China.</p> <p>16 A. Yes.</p> <p>17 23 Q. And is land a sacred trust in the</p> <p>18 Haudenosaunee Territory placed in the care of the</p> <p>19 Haudenosaunee for the future generations?</p> <p>20 A. No.</p> <p>21 24 Q. Land is not a sacred trust for the</p> <p>22 Haudenosaunee in the Haudenosaunee Territory?</p> <p>23 A. Insofar as the word "trust"</p> <p>24 implies a legal framework outside of that of the</p> <p>25 Haudenosaunee, I would say no. We don't refer to</p>	<p>1 discussed this issue of private property rights in</p> <p>2 the Great Laws?</p> <p>3 A. Whose private property rights?</p> <p>4 I'm sorry, I don't understand the question.</p> <p>5 29 Q. Can there be private property</p> <p>6 rights of Haudenosaunee land under the Great Laws;</p> <p>7 have you discussed that at all or advised HCCC on</p> <p>8 that issue?</p> <p>9 A. We have entertained discussions on</p> <p>10 those particular issues, yes.</p> <p>11 30 Q. And what did you advise in</p> <p>12 relation to those issues?</p> <p>13 A. I don't recall advising</p> <p>14 anything --</p> <p>15 31 Q. Did any --</p> <p>16 A. Sorry, I am just trying to finish,</p> <p>17 to answer the question.</p> <p>18 32 Q. Yes.</p> <p>19 A. I don't recall providing any</p> <p>20 advice on private property issues other than</p> <p>21 general discussions that we undertook over the past</p> <p>22 15 years with respect to how to best characterize</p> <p>23 Haudenosaunee interests, values, traditions, custom</p> <p>24 and laws in the context of the current Canadian</p> <p>25 nation state, and specifically, how the</p>

Page 14	<p>1 Haudenosaunee could articulate in English values 2 that arose from such things as the Ohenton 3 Karihwahteka, the Four Games, the Great Law itself, 4 the Four Sacred Ceremonies, and other specific 5 relationship milestones such as the Silver Covenant 6 Chain, the Two-Row Wampum, various Treaties, 7 including, but not limited to, the Nanfan Treaty of 8 1701.</p> <p>9 33 Q. Have you ever discussed or advised 10 HCCC on the acquisition of any particular land? 11 A. Yes.</p> <p>12 34 Q. And what acquisitions of any 13 particular land did you discuss with the HCCC? 14 A. Well, we have discussed 15 acquisitions broadly in terms of trying to secure 16 to the Haudenosaunee a land base that would allow 17 them to fulfil what they believe are their 18 obligations to yonkenystonhonga, but at the same 19 time, on a practical level, to look at a means by 20 which land could be consolidated within 21 Haudenosaunee jurisdiction to ensure that 22 Haudenosaunee people could determine a means by 23 which they could live lives as Haudenosaunee 24 people. 25 [Court Reporter intervenes for</p>	Page 16	<p>1 I am just giving you sort of the high level now of 2 the land acquisition issues that were discussed and 3 how they were raised in the context of what became 4 known as the Welland Canal Settlement Offer which 5 arose during the negotiations between Canada, 6 Ontario and the Haudenosaunee Confederacy Chiefs 7 Council. Those discussions arose as a result of 8 what is referred to as the "Caledonia Issue" or we 9 refer to it as "Kahnaston".</p> <p>10 39 Q. Was that around 2006? 11 A. That's correct. So there was a 12 significant amount of discussion with respect to a 13 settlement offer that was tabled by the Federal 14 Government which involved the payment of \$150 15 million for one particular claim that had been 16 advanced with respect to the Welland Canal 17 flooding, and this is flooding that occurred up and 18 down the Grand River caused by improvements or 19 works undertaken to I think build the Welland 20 Canal.</p> <p>21 In any event, the \$150 million 22 settlement was put to the Confederacy Chiefs, and 23 we discussed how that settlement was premised on a 24 surrender of the underlying rights and interest to 25 the land. The Chiefs at first in discussing this</p>
Page 15	<p>1 clarification.] 2 BY MR. KAUFMAN: 3 35 Q. Thank you. So if I understand 4 your evidence, you discussed land acquisition 5 generally with the HCCC, but you have never 6 discussed a particular land acquisition with the 7 HCCC; is that a fair recitation of your evidence? 8 A. No, that is incorrect.</p> <p>9 36 Q. What particular land acquisitions 10 then have you at any time discussed with the HCCC? 11 A. Well, dating back to 2007, we 12 discussed acquisitions related to the Welland Canal 13 flooding. We discussed acquisitions related to 14 what are referred to Block 3 and Block 5. We 15 discussed acquisitions in relation to Hawkesbury as 16 well as the Innisfil lands. 17 So we have discussed a significant 18 amount of land historically, and during the course 19 of --</p> <p>20 37 Q. Sorry, just on those, were any of 21 those lands acquired? 22 A. No.</p> <p>23 38 Q. Okay, so go on. Any other 24 particular -- 25 A. Yeah, I don't remember them all.</p>	Page 17	<p>1 land issued advised that they needed more input 2 from the people and from their Clans, and 3 subsequent to direction from the Confederacy Chiefs 4 in the context of land and acquiring land and how 5 land was to be obtained, a number of preliminary 6 discussions were held about how much land \$150 7 million could buy and if that \$150 million could 8 substantively replace the land that had been lost. 9 The --</p> <p>10 40 Q. But no land was ever acquired in 11 Caledonia? 12 A. I am not certain that is correct.</p> <p>13 41 Q. What land was acquired and when? 14 A. Well, the Caledonia Estates, that 15 particular property was acquired, reacquired, I 16 don't know how you want to phrase it, but that land 17 was and certainly was -- is now under the 18 jurisdiction of the Confederacy Chiefs Council.</p> <p>19 42 Q. And when you say you went to the 20 people to discuss the issue, how did that process 21 work? 22 A. There were something in the range 23 of 30 different community meetings that we broke 24 down into Nations and Clans, and those meetings 25 occurred over the course of several months. And we</p>

Page 18	<p>1 received input back from the community in relation</p> <p>2 to those -- in relation to those offers, and the</p> <p>3 community input was taken by the Chiefs and the</p> <p>4 negotiating team and summarized.</p> <p>5 The summary of the messages that were</p> <p>6 received from the community were that the community</p> <p>7 wasn't necessarily interested in money, first and</p> <p>8 foremost. The primary concern expressed was</p> <p>9 recognition of the Confederacy Chiefs Council as</p> <p>10 the government of the Haudenosaunee people.</p> <p>11 The second indication from the people</p> <p>12 and just generally on a summary was the second area</p> <p>13 of importance was the acquisition of land to</p> <p>14 increase the land base of the Haudenosaunee, given</p> <p>15 that the original million acres, approximately, of</p> <p>16 the Haldimand Tract had been reduced to 45,000</p> <p>17 acres. The community expressed that there were</p> <p>18 significant land pressures with respect to growing</p> <p>19 populations and a general inability to broaden the</p> <p>20 land base of the Haudenosaunee in around what is</p> <p>21 commonly referred to as the Six Nations Indian</p> <p>22 Reserve.</p> <p>23 And then the third point that was</p> <p>24 raised, and it was raised as in the context of the</p> <p>25 least most important object of engagement, was</p>	Page 20
Page 19	<p>1 money. So in the context of the original \$150</p> <p>2 million offer, it was rejected, and the Chiefs then</p> <p>3 began engaging with the Crown, both Federal and</p> <p>4 Provincial, with respect to how land holdings could</p> <p>5 be increased in the context of Haudenosaunee Law,</p> <p>6 which was premised on the basis of the original</p> <p>7 agreement set out in what is called the Peterson</p> <p>8 Letter, and this would have been sometime in 2006</p> <p>9 when David Peterson then negotiated for the</p> <p>10 Province of Ontario --</p> <p>11 43 Q. Can I just stop you for a second.</p> <p>12 A. -- and agreed to --</p> <p>13 44 Q. We are going far afield from the</p> <p>14 question, sir.</p> <p>15 A. You asked me to talk about any</p> <p>16 land -- you asked me specifically to talk about any</p> <p>17 discussions we had with land --</p> <p>18 45 Q. I understand Caledonia, sir. I</p> <p>19 have heard your answer on Caledonia. But you have</p> <p>20 said a lot of things, but one thing you didn't</p> <p>21 clarify or explain is you said there were 30</p> <p>22 community meetings. Who do you define as the</p> <p>23 community in relation to these 30 community</p> <p>24 meetings in relation to the Caledonia land issues?</p> <p>25 A. I indicated that when I said that</p>	Page 21
Page 18	<p>1 the meetings were with different Clans of the</p> <p>2 Haudenosaunee Confederacy.</p> <p>3 46 Q. So you had 30 different meetings</p> <p>4 with 30 different Clans; is that how the meetings</p> <p>5 went?</p> <p>6 A. Approximately, yes.</p> <p>7 47 Q. And over what period of time did</p> <p>8 those meetings take place?</p> <p>9 A. As I indicated earlier, I believe</p> <p>10 it was over the course of something in the range of</p> <p>11 three months.</p> <p>12 48 Q. Do you have any other recollection</p> <p>13 today of any specific land acquisitions that you</p> <p>14 discussed with the HCCC other than what you have</p> <p>15 told me today?</p> <p>16 A. Yes, we discussed at length the</p> <p>17 acquisition of what is referred to as the Burch</p> <p>18 Tract, as I was discussing, the Peterson Promise,</p> <p>19 and that was a commitment by the Province of</p> <p>20 Ontario to return some 300-odd acres to the</p> <p>21 Haudenosaunee to be held in the manner that it was</p> <p>22 held on or about 1784.</p> <p>23 49 Q. And did that go through the same</p> <p>24 process of involving the different Clans with</p> <p>25 community meetings?</p>	Page 21
Page 19	<p>1 A. No, it did not.</p> <p>2 50 Q. And was there any acquisition in</p> <p>3 that case?</p> <p>4 A. There is a difference of opinion</p> <p>5 currently as to whether that was an acquisition or</p> <p>6 not.</p> <p>7 51 Q. And what is that difference of</p> <p>8 opinion?</p> <p>9 A. I believe the Province of Ontario</p> <p>10 has turned that land over to a company that was</p> <p>11 created by the Six Nations Elected Band Council,</p> <p>12 which is obviously inconsistent with the commitment</p> <p>13 by the Province of Ontario to return it to the</p> <p>14 Confederacy in the manner it was held in 1784.</p> <p>15 So just to give you a broader answer</p> <p>16 now in relation to your question, and this is the</p> <p>17 part where I am not quite clear because you asked</p> <p>18 me to talk -- to give you an answer about every</p> <p>19 single time we have ever talked about land</p> <p>20 acquisition, so I am trying to do that to the best</p> <p>21 of my ability, but there are 15 years of land</p> <p>22 acquisition discussions that have been occurring.</p> <p>23 52 Q. I am talking where there is actual</p> <p>24 land acquired.</p> <p>25 A. Okay.</p>	Page 21

<p style="text-align: right;">Page 22</p> <p>1 53 Q. So have you told me about all your 2 recollection of actual land acquired that you 3 discussed with the HCCC? 4 A. Thank you for clarifying that. 5 Your earlier question didn't actually delineate 6 land that was acquired. 7 So in the context of land that has been 8 acquired, we had significant discussions with the 9 Confederacy Chiefs after the breakdown of the 10 negotiation in terms of how the Six Nations could 11 increase their land base, and we were looking at 12 that situation in the context of developing an 13 alternative to negotiations with the Crown which 14 appeared to be not going anywhere. 15 So we had significant meetings with the 16 Chiefs and the Clan Mothers and monthly at Council 17 with respect to establishing a process to develop a 18 means to raise funds so that land could be 19 acquired. Those discussions culminated in the 20 creation of HDI by the Confederacy Chiefs Council. 21 HDI was then tasked with developing a means to 22 ensure that finances could be available for the 23 acquisition of land. 24 And then moving forward, over the past 25 number of years we have identified various parcels</p>	<p style="text-align: right;">Page 24</p> <p>1 Council. 2 57 Q. And that was in 2011, you say? 3 A. They began at the beginning of 4 negotiations as the Chiefs were -- the Chiefs were 5 collectively looking at a negotiation process that 6 would resolve the land issues with return of land 7 or quote/unquote "land back". 8 58 Q. All right. Now, let's just talk 9 about what you were saying, which was you said 10 there was some discussion about HDI being part of a 11 land acquisition process. When was there any such 12 meeting about HDI being involved in any land 13 acquisition process? 14 A. I don't have the specifics, but 15 that was raised at every single Confederacy Council 16 meeting that we had with them. 17 59 Q. And how many such meetings were 18 you in attendance at? 19 A. Dozens. 20 60 Q. Do you have any notes of any such 21 meetings? 22 A. No. 23 61 Q. Do you recall what Chiefs were 24 present at any such meetings? 25 A. No.</p>
<p style="text-align: right;">Page 23</p> <p>1 of land that the Confederacy Chiefs deemed to be 2 reasonable to acquire so that the original 3 objectives and instructions that were given to HDI 4 could be satisfied. 5 54 Q. When did any such meeting to 6 discuss this kind of land acquisition through HDI 7 take place with Clan Mothers and Chiefs as you have 8 indicated? 9 A. At the Confederacy Chiefs' 10 meetings that are held every month. 11 55 Q. Well, when before HDI was formed 12 do you recall any such meeting? 13 A. I just indicated that we had those 14 meetings with the community discussing land 15 acquisition. 16 56 Q. And I'm asking you when? Was it 17 in 2006, 2007 or earlier? 18 A. My recollection is that those 19 discussions really were ongoing throughout the 20 negotiations beginning in 2007, and that those 21 discussions with respect to acquisition of land 22 intensified in and around 2011. 23 And those meetings were held at the 24 Oneida Business Centre with the Chiefs Negotiating 25 Committee that was appointed by the Confederacy</p>	<p style="text-align: right;">Page 25</p> <p>1 62 Q. Do you recall were any Clan 2 Mothers present at any such meetings? 3 A. Yes, there were Clan Mothers 4 present. 5 63 Q. Who was present in accordance with 6 your recollection? 7 A. I don't recall specifics of Clan 8 Mothers, but I do know that they were there because 9 they sit at a very specific spot in Council. 10 64 Q. Do you have any particular 11 recollection of any particular Clan Mother present 12 at any meeting to discuss HDI being involved in 13 land acquisition? 14 A. No specific recollection. 15 Actually, I do recall Gloria Thomas being present 16 throughout most of those meetings and discussions. 17 65 Q. And she was a Clan Mother of which 18 Clan and which Nation? 19 A. I believe she is Onondaga Deer. 20 66 Q. Anyone else you recall, whether it 21 be a Chief or a Clan Mother, to discuss HDI's being 22 a land acquirer? 23 A. I recall Pete Skye Cant, C-a-n-t, 24 and "Cant" is simply the phrase that we use when 25 someone has passed away; Allen McNaughton, Mohawk</p>

Page 26	<p>1 Chief; Joe Skye, Mohawk Chief; Steve Maracle, 2 Cayuga Chief; Kirby Williams Cant, Onondaga Chief; 3 Arnold Hill, Oneida Chief; Arnold Jacobs, Onondaga 4 Chief; Mary Sandy, Oneida Clan Mother; and Butch 5 Thomas, a Bench Warmer for Seneca; Blake Bomberry, 6 Cayuga Chief; Julie Bomberry, Cayuga Clan Mother 7 and Clan Mother to Blake Bomberry; Kathy Smoke, 8 Cayuga Clan Mother; Toby Williams, Onondaga Chief; 9 Arnold General Cant, Onondaga Chief; Laurie Froman, 10 Cayuga Clan Mother. 11 In the interests of time, that is 12 generally speaking my recollection. 13 67 Q. And when you say there were dozens 14 of meetings with some Chiefs and Clan Mothers, can 15 you say were all of them at each meeting or only 16 some of them were at each meeting? 17 A. Some of them were at each meeting. 18 68 Q. And you would have no recollection 19 today who was at what meeting or how many were at 20 any given meeting; is that a fair statement? 21 A. Correct. 22 69 Q. I would like to next turn to a 23 2006 Land Rights Statement which is contained in 24 HDI Policies, which I think is found in the 25 Doolittle affidavit. If you don't have it in front</p>	Page 28
Page 27	<p>1 of you, we can put it on the shared screen. 2 MR. GILBERT: Which exhibit is that? 3 THE WITNESS: Do you have an affidavit 4 and an exhibit? 5 MR. KAUFMAN: Yes. Liam, can you tell 6 them what exhibit number it is? 7 MR. GERRY: This is Exhibit F to the 8 affidavit of Brian Doolittle sworn 10th of June, 9 2022. 10 THE WITNESS: Counsel, I now have 11 before me Exhibit F. It appears to be an exhibit 12 attached to the affidavit of Brian Doolittle 13 affirmed June 10th, 2022, and which is located in 14 the Motion Record of HDI, Volume 1 of 2, June 10th, 15 2022, and I am at page 113, Counsel. 16 BY MR. KAUFMAN: 17 70 Q. And do you see the Land Rights 18 Statement at that page? 19 MR. GERRY: The Land Rights Statement 20 begins on page 118. 21 THE WITNESS: I am there. 22 BY MR. KAUFMAN: 23 71 Q. Did you prepare that Land Rights 24 Statement for HDI? 25 A. No, I did not.</p>	Page 29

Page 30	<p>1 and land with respect to Haudenosaunee</p> <p>2 perspectives.</p> <p>3 86 Q. Have you at any time discussed</p> <p>4 this Land Rights Statement with HCCC?</p> <p>5 A. I don't have specific recollection</p> <p>6 of discussing this actual Land Rights Statement,</p> <p>7 no.</p> <p>8 87 Q. Okay.</p> <p>9 A. But I do recall that -- I do</p> <p>10 recall that when we were developing policies, that</p> <p>11 we wanted to ensure consistency as we moved</p> <p>12 forward.</p> <p>13 So I have a dim recollection of</p> <p>14 reviewing it when we were starting HDI and</p> <p>15 reviewing it, yes.</p> <p>16 88 Q. Have you ever discussed this Land</p> <p>17 Rights Statement with Mr. Doolittle?</p> <p>18 A. Yes, I have.</p> <p>19 89 Q. And what was the purpose of</p> <p>20 discussing the Land Rights Statement with</p> <p>21 Mr. Doolittle?</p> <p>22 A. To understand to the best extent</p> <p>23 possible how Haudenosaunee interests could be</p> <p>24 reflected in the English language and in terms and</p> <p>25 concepts that were something that could be</p>	Page 32
Page 31	<p>1 communicated to people other than the</p> <p>2 Haudenosaunee, and in particular, we -- I remember</p> <p>3 having a distinct discussion about the concept of</p> <p>4 allodial title and how allodial title might be one</p> <p>5 of the means by which Haudenosaunee interests in</p> <p>6 land could be communicated.</p> <p>7 90 Q. In terms of land acquisition, has</p> <p>8 HDI followed the Land Rights Statement as a policy?</p> <p>9 A. Yes.</p> <p>10 91 Q. In terms of land acquisition, has</p> <p>11 243 Ontario done land acquisition in terms of</p> <p>12 following the Land Rights Statement policy?</p> <p>13 A. No.</p> <p>14 92 Q. Can we turn to the HDI document</p> <p>15 which you I think have in front of you, which is</p> <p>16 marked as Exhibit D. Could we put that on the</p> <p>17 shared screen, Liam, and you have a copy in front</p> <p>18 of you, Mr. Detlor.</p> <p>19 A. Exhibit D to which affidavit,</p> <p>20 sorry, sir?</p> <p>21 93 Q. Well, it is a loose document.</p> <p>22 A. Yes, I confirm that I have that in</p> <p>23 front of me, Exhibit D to the Affidavit of Aaron</p> <p>24 Detlor of December 1st, 2016.</p> <p>25 94 Q. Can you turn to the second page?</p>	Page 33
Page 30	<p>1 A. I am on the second page, sir,</p> <p>2 which is page 77.</p> <p>3 95 Q. And these are corporate documents</p> <p>4 prepared for Newco which became 243 Ontario</p> <p>5 Limited?</p> <p>6 A. Correct.</p> <p>7 MR. KAUFMAN: We'll mark that as</p> <p>8 Exhibit 1 to your examination.</p> <p>9 EXHIBIT NO. 1: Document entitled</p> <p>10 "Minutes of Meeting, NEWCO, Corp.</p> <p>11 # 2438543", dated October 20, 2014.</p> <p>12 BY MR. KAUFMAN:</p> <p>13 96 Q. I am looking at a Minute of</p> <p>14 Meeting. Did you prepare this Minute of Meeting?</p> <p>15 A. No, I did not.</p> <p>16 97 Q. Who prepared this Minute of</p> <p>17 Meeting on the first page of the Exhibit 1?</p> <p>18 A. I don't know.</p> <p>19 98 Q. Did Mr. Doolittle prepare this</p> <p>20 Minute of Meeting?</p> <p>21 A. I don't know.</p> <p>22 99 Q. Did Elvera Garlow prepare this</p> <p>23 Minute of Meeting?</p> <p>24 A. I don't know.</p> <p>25 100 Q. Did Hazel Hill prepare this Minute</p>	Page 33
Page 31	<p>1 of Meeting?</p> <p>2 A. I don't know.</p> <p>3 101 Q. Other than the attendees listed in</p> <p>4 this Minute of Meeting of October 20, 2014, were</p> <p>5 there any other attendees --</p> <p>6 A. I don't know.</p> <p>7 102 Q. -- who could have prepared --</p> <p>8 A. I don't know.</p> <p>9 103 Q. Do you accept that this Minute of</p> <p>10 Meeting for a meeting of October 20, 2014, was an</p> <p>11 accurate Minute of Meeting of that date?</p> <p>12 A. I don't have any independent</p> <p>13 recollection of the October 20th, 2014 meeting.</p> <p>14 104 Q. Well, you put it in an affidavit</p> <p>15 in a proceeding, so I assume that you accept that</p> <p>16 this is a proper corporate document, do you not,</p> <p>17 sir?</p> <p>18 A. Well, I don't have the affidavit.</p> <p>19 I just have this as an exhibit. I don't know why</p> <p>20 it was attached as an exhibit to this affidavit of</p> <p>21 December 1st, 2016.</p> <p>22 105 Q. Are you questioning that you</p> <p>23 signed an affidavit on that date?</p> <p>24 A. No.</p> <p>25 106 Q. In this Minute of Meeting it says</p>	Page 33

Page 34	<p>1 that Hazel E. Hill was removed as a Director. What 2 is your recollection of Hazel Hill being removed as 3 a Director at this meeting? 4 A. I don't have any recollection of 5 this meeting. 6 107 Q. It says in this Minute of Meeting 7 under the "Board of Directors", it listed three, 8 Brian Doolittle, Aaron Detlor and Elvera Garlow. 9 Do you agree that you were a Director as of October 10 20, 2014 of 243 Ontario? 11 A. Yes. 12 108 Q. And Brian Doolittle was a 13 Director? 14 A. Yes. 15 109 Q. And Elvera Garlow was a Director? 16 A. Yes. 17 110 Q. Was Elvera Garlow also involved in 18 another corporation which we call OGI? 19 A. I believe she was. 20 111 Q. And then it says to "Amend Item #5 21 - Restrictions", and under that amendment, it says: 22 "The Corporation shall only 23 carry on activities which provide a 24 benefit to people of the 25 Haudenosaunee."</p>	Page 36	<p>1 Council who made a number of decisions with respect 2 to funding various entities, which include a 3 resource centre which specifically trains 4 Haudenosaunee people in relation to ceremonies. 5 Funds raised by 243 also specifically 6 have been provided to various language programs. 7 Funds raised -- 8 115 Q. How much funds are we talking 9 about in each of those instances? 10 A. I am not aware of the amounts at 11 this time. 12 116 Q. Would you undertake to provide me 13 with the amounts? 14 R/F MR. GILBERT: No. 15 BY MR. KAUFMAN: 16 117 Q. Any other funds you say were used 17 by 243 Ontario for the purposes of preservation, 18 furtherance and enhancement of the culture, 19 language and ceremonies of the Haudenosaunee? 20 A. Yes, we acquired property so that 21 the Chiefs could have a place to meet so that they 22 could undertake meetings consistent with their 23 cultural approaches and to ensure that those 24 meetings could take place to a significant extent 25 in languages of the Haudenosaunee, and at the same</p>
Page 35	<p>1 Do you agree with that statement? 2 A. I agree that statement is set out 3 on page 77, yes. 4 112 Q. And that was meant to be a 5 restriction on the powers of the Directors in 6 respect of this corporation? 7 A. Yes. 8 113 Q. It also provides that: 9 "For the purpose of this 10 provision, benefit shall include, 11 but not be limited to: 12 i. the preservation, 13 furtherance and enhancement of the 14 culture, language and ceremonies of 15 the Haudenosaunee." 16 Do you agree that was a purpose of the 17 corporation? 18 A. Yes. 19 114 Q. To your knowledge as a Director of 20 243 Ontario, what has 243 Ontario done for the 21 preservation, furtherance and enhancement of the 22 culture, language and ceremonies of the 23 Haudenosaunee? 24 A. Money raised by the numbered 25 company 243 was provided to the Confederacy Chiefs</p>	Page 37	<p>1 time any meeting that Haudenosaunee Confederacy 2 Chiefs undertake also involves ceremonial aspects 3 with the recitation of the Ohenton Karihwakteka. 4 118 Q. And where was this building or 5 property purchased? 6 A. It was purchased next to -- there 7 were a number of properties purchased, and this one 8 was purchased -- one was purchased on 392 Oneida 9 Road where a number of meetings occurred. 10 Another purchase was purchased to the 11 north of the Reserve, and that property, the 12 farmland was leased out so that funds could be 13 raised, and then the farmhouse is actually used by 14 the Haudenosaunee -- there is a Historical 15 Department, and there is two women who work there 16 and they maintain historical records and do 17 historical research of a type. They were involved 18 in the negotiations, and a large -- a significant 19 amount of documentation was obtained during the 20 course of the negotiations. 21 And in terms of preserving those 22 documents, the Chiefs believed it was important to 23 find a physical location with them because they 24 contained records of the manner in which ceremonies 25 were undertaken. They contained records in terms</p>

Page 38	<p>1 of culture broadly speaking and how negotiations</p> <p>2 took place historically. You know, there was a lot</p> <p>3 of material in those records that dealt with</p> <p>4 Indigenous -- or sorry, Haudenosaunee languages.</p> <p>5 119 Q. How much did it cost to acquire</p> <p>6 these two properties for uses by HCC?</p> <p>7 A. I think that -- I don't have</p> <p>8 specifics, but I think the northern property was</p> <p>9 something in the range of \$700,000-ish, and the</p> <p>10 property on Oneida Road was approximately a</p> <p>11 million.</p> <p>12 120 Q. And before acquiring the two</p> <p>13 properties, where did the meetings take place?</p> <p>14 A. Which meetings are you referring</p> <p>15 to?</p> <p>16 121 Q. The meetings you say are now</p> <p>17 taking place, the historical society meetings</p> <p>18 taking place at these two properties. Where did</p> <p>19 the meetings take place prior to the acquisition of</p> <p>20 these two properties?</p> <p>21 A. Prior to -- well, going back,</p> <p>22 during the negotiations they occurred at the Oneida</p> <p>23 Business Centre, and after the negotiations, those</p> <p>24 facilities were no longer available.</p> <p>25 All of the documents - and I am talking</p>	Page 40
Page 39	<p>1 like thousands, tens of thousands of documents -</p> <p>2 they actually -- they took up I would say that they</p> <p>3 would fill a large boardroom, those documents. The</p> <p>4 Confederacy Chiefs didn't have any place to put</p> <p>5 them, so they were in someone's garage for a period</p> <p>6 of time.</p> <p>7 And then most of the meetings after</p> <p>8 Oneida Business Centre took place at the Onondaga</p> <p>9 Cookhouse, which basically is a structure that was</p> <p>10 built in 1880, had no running water, no washrooms.</p> <p>11 122 Q. Was the Business Centre an owned</p> <p>12 property or a rented property?</p> <p>13 A. Sorry, by whom?</p> <p>14 123 Q. By anybody. Was it owned by the</p> <p>15 Chiefs or by HDI or 243, or was it a rented</p> <p>16 property used by the Chiefs for meetings?</p> <p>17 A. It was the location -- I don't</p> <p>18 know who owned it. It was the location where the</p> <p>19 negotiations took place with Ontario and Canada</p> <p>20 during Douglas Creek. But it had washrooms and it</p> <p>21 had electricity, and some of these other facilities</p> <p>22 did not.</p> <p>23 124 Q. Did you investigate or did HDI or</p> <p>24 the Chiefs investigate renting properties for</p> <p>25 meetings or for the storage of documents in a</p>	Page 41

Page 42	<p>1 So I believe that 243 assisted in the</p> <p>2 annual reading of the Great Law.</p> <p>3 131 Q. Do you have any documentation to</p> <p>4 show any funds expended for that specific purpose</p> <p>5 at any point in time?</p> <p>6 A. I don't have them, no.</p> <p>7 132 Q. I would next like to show you a</p> <p>8 document that is described as a Declaration of</p> <p>9 Trust dated October 20, 2014, which is also</p> <p>10 contained in the Doolittle affidavit.</p> <p>11 MR. GILBERT: It is in the same</p> <p>12 document, page 8.</p> <p>13 BY MR. KAUFMAN:</p> <p>14 133 Q. Yes. And it is also in Exhibit 1.</p> <p>15 Did you prepare this Declaration of Trust,</p> <p>16 Mr. Detlor?</p> <p>17 A. No, I did not.</p> <p>18 134 Q. Who prepared this Declaration of</p> <p>19 Trust?</p> <p>20 A. Gardiner Roberts.</p> <p>21 135 Q. Was there any legal advice</p> <p>22 provided on whether this Declaration of Trust</p> <p>23 created a valid trust under Ontario law?</p> <p>24 MR. GILBERT: I'll let him the question</p> <p>25 on whether advice was sought or provided but not</p>	Page 44	<p>1 received on whether you had ascertainable</p> <p>2 beneficiaries in the Declaration of Trust?</p> <p>3 R/F MR. GILBERT: Objection, the same</p> <p>4 basis.</p> <p>5 BY MR. KAUFMAN:</p> <p>6 140 Q. Who maintained the Minute Book for</p> <p>7 243 Ontario?</p> <p>8 A. I believe Gardiner Roberts did.</p> <p>9 141 Q. And do they maintain the Minute</p> <p>10 Book until today?</p> <p>11 A. I am not certain who does today,</p> <p>12 but I believe it is them.</p> <p>13 142 Q. When is the last time you have</p> <p>14 seen the Minute Book of 243 Ontario as a Director?</p> <p>15 A. I don't recall, but not within the</p> <p>16 last year.</p> <p>17 143 Q. And the last time you saw the</p> <p>18 Minute Book, where did you see the Minute Book?</p> <p>19 A. I believe I saw it in the offices</p> <p>20 of HDI at Grand River Education and Training.</p> <p>21 144 Q. And when was that?</p> <p>22 A. I don't recall.</p> <p>23 145 Q. So is it fair to say the Minute</p> <p>24 Book was originally kept at Gardiner Roberts, but</p> <p>25 then it moved to Grand River Education and</p>
Page 43	<p>1 the substance of the advice.</p> <p>2 THE WITNESS: The advice was sought and</p> <p>3 provided by Gardiner Roberts.</p> <p>4 BY MR. KAUFMAN:</p> <p>5 136 Q. Was there any advice provided on</p> <p>6 the validity of a trust as set out in the</p> <p>7 Declaration --</p> <p>8 A. Not to my recollection, but</p> <p>9 generally speaking, in my discussions I don't</p> <p>10 recall them telling me that they were providing</p> <p>11 legal advice that questioned the validity of the</p> <p>12 advice they were giving.</p> <p>13 137 Q. Did you receive any advice as to</p> <p>14 whether the beneficiaries as listed in this</p> <p>15 Declaration of Trust document were ascertainable</p> <p>16 beneficiaries in accordance with trust law?</p> <p>17 A. Yes, we did.</p> <p>18 138 Q. And what advice did you receive as</p> <p>19 to whether they were ascertainable beneficiaries in</p> <p>20 this Declaration of Trust?</p> <p>21 R/F MR. GILBERT: We are objecting on the</p> <p>22 basis that is the substance of advice and it is</p> <p>23 privileged.</p> <p>24 BY MR. KAUFMAN:</p> <p>25 139 Q. Would you produce any advice you</p>	Page 45	<p>1 Training's offices?</p> <p>2 A. I don't know.</p> <p>3 146 Q. Does the Minute Book contain a</p> <p>4 share register?</p> <p>5 A. Without looking at the Minute</p> <p>6 Book, I wouldn't be able to advise.</p> <p>7 147 Q. Would you undertake to review the</p> <p>8 Minute Book and produce the share register?</p> <p>9 U/A MR. GILBERT: We'll object as it is not</p> <p>10 a discovery, but I'll take it under advisement.</p> <p>11 BY MR. KAUFMAN:</p> <p>12 148 Q. Have there be any shares issued</p> <p>13 for 243 Ontario, to your knowledge?</p> <p>14 A. Other than the initial shares?</p> <p>15 149 Q. Yes.</p> <p>16 A. No. I have no information of any</p> <p>17 shares being issued.</p> <p>18 150 Q. Other than the Minutes of Meetings</p> <p>19 contained in Exhibit 1, have there been further</p> <p>20 Minutes of Meetings prepared for 243 Ontario?</p> <p>21 A. Not to my knowledge.</p> <p>22 151 Q. You remain a Director of 243</p> <p>23 Ontario?</p> <p>24 A. Yes.</p> <p>25 152 Q. You are also the lawyer for 243</p>

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<p>1 Ontario?</p> <p>2 A. No.</p> <p>3 153 Q. You are paid by 243 Ontario for</p> <p>4 legal services performed?</p> <p>5 A. Yes.</p> <p>6 154 Q. Do you have a retainer agreement</p> <p>7 with 243 Ontario?</p> <p>8 A. Not written, no.</p> <p>9 155 Q. Do you charge 243 Ontario for</p> <p>10 success fees in relation to particular matters?</p> <p>11 A. No.</p> <p>12 156 Q. Have you been paid success fees by</p> <p>13 243 Ontario?</p> <p>14 A. No. Well, actually, I don't know</p> <p>15 where they come from, but the success fees aren't</p> <p>16 in relation to 243.</p> <p>17 157 Q. Well, what is --</p> <p>18 A. I don't know what the accounting</p> <p>19 is.</p> <p>20 158 Q. What do you mean you don't know</p> <p>21 what the accounting is? You are a Director of 243</p> <p>22 Ontario.</p> <p>23 A. But I would have to check with the</p> <p>24 accountant to see if they come from 243 or if he</p> <p>25 transfers them to HDI.</p>	<p>1 A. I believe it was a similar amount,</p> <p>2 something in the range of \$130,000.</p> <p>3 166 Q. And in 2020?</p> <p>4 A. Something similar.</p> <p>5 167 Q. In 2019?</p> <p>6 A. Similar.</p> <p>7 168 Q. And similar in 2018?</p> <p>8 A. Correct.</p> <p>9 169 Q. And prior years, all similar from</p> <p>10 2007?</p> <p>11 A. Well, I am not sure exactly the</p> <p>12 date it started, but from the date it started, yes,</p> <p>13 in or around 2007.</p> <p>14 170 Q. Do you also have information you</p> <p>15 can provide to me on the fees you charged in each</p> <p>16 of those years to HDI and/or 243 Ontario?</p> <p>17 A. Sorry, what is --</p> <p>18 R/F MR. GILBERT: I don't think that is</p> <p>19 relevant.</p> <p>20 MR. KAUFMAN: Well, if you have told me</p> <p>21 about the success fees, I would like to know the</p> <p>22 fees as well.</p> <p>23 MR. GILBERT: Well, the success fees</p> <p>24 were in the document, in the financial statements</p> <p>25 referred to, and we have objected to individual</p>
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<p>1 159 Q. Do you have a retainer agreement</p> <p>2 with HDI?</p> <p>3 A. Yes, I do.</p> <p>4 160 Q. And would you undertake to produce</p> <p>5 that, please?</p> <p>6 R/F MR. GILBERT: No.</p> <p>7 BY MR. KAUFMAN:</p> <p>8 161 Q. Do you have any agreement which</p> <p>9 specifies success fees in your retainer with HDI?</p> <p>10 A. Yes.</p> <p>11 162 Q. Would you produce the portion of</p> <p>12 your agreement that deals with success fees?</p> <p>13 R/F MR. GILBERT: No.</p> <p>14 BY MR. KAUFMAN:</p> <p>15 163 Q. How much in terms of success fees</p> <p>16 did you receive from HDI and/or 243 Ontario in</p> <p>17 2022?</p> <p>18 A. I think something in the range of</p> <p>19 \$130,000.</p> <p>20 164 Q. How much in terms of success fees</p> <p>21 did you receive from 243 Ontario in 2021?</p> <p>22 A. The success fees were in relation</p> <p>23 to a retainer agreement with HDI.</p> <p>24 165 Q. And how much did HDI pay you in</p> <p>25 success fees in 2021?</p>	<p>1 employees, to their compensation being produced.</p> <p>2 BY MR. KAUFMAN:</p> <p>3 171 Q. Well, as a Director of 243 Ontario</p> <p>4 and as a delegate of HCCC, of HDI, I believe it is</p> <p>5 highly relevant that you provide me with the</p> <p>6 amounts of legal fees you obtained from HDI and/or</p> <p>7 243 Ontario, at least from the years 2014 to 2022.</p> <p>8 Will you undertake to do that, please?</p> <p>9 R/F MR. GILBERT: No. I have your request,</p> <p>10 though.</p> <p>11 BY MR. KAUFMAN:</p> <p>12 172 Q. There was a meeting on April 2,</p> <p>13 2022 in relation to alleged discussions about</p> <p>14 possibly intervening in the within proceeding, and</p> <p>15 that meeting was of HCCC. Were you in attendance</p> <p>16 at that meeting?</p> <p>17 A. Yes, I was.</p> <p>18 173 Q. And where did that meeting take</p> <p>19 place?</p> <p>20 A. If my recollection serves, it was</p> <p>21 at the Oneida Road.</p> <p>22 174 Q. And were you in attendance at the</p> <p>23 meeting at Oneida Road on April 2, 2022?</p> <p>24 A. I don't recall if I was there or</p> <p>25 if I was there by Zoom.</p>

Page 50	<p>1 175 Q. Would you have any specific 2 recollection today of that meeting on April 2, 3 2022? 4 A. No. 5 176 Q. So you can't tell me today who was 6 in attendance at that meeting by Zoom or in person? 7 A. No. 8 177 Q. I would next like to turn to 9 paragraph 24 in your affidavit affirmed August 31, 10 2022, and could we put that on the shared screen. 11 A. Sorry, Counsel, did you say 12 paragraph 22? 13 178 Q. 24. Do you have that in front of 14 you? 15 A. I do. 16 179 Q. In terms of receiving instructions 17 from HCCC, who gave instructions in respect of 18 preparing the affidavits on behalf of HDI in this 19 proceeding? 20 MR. GILBERT: Can you repeat the 21 question? 22 BY MR. KAUFMAN: 23 180 Q. Yes. In terms of receiving 24 instructions from HCCC, who gave instructions in 25 relation to preparing the affidavits on behalf of</p>	Page 52	<p>1 the -- 2 MR. GILBERT: I understand that -- 3 BY MR. KAUFMAN: 4 184 Q. I am not asking for the 5 information in this question. I am asking who was 6 in attendance, and I am entitled to know if a Chief 7 was in attendance if your witness says they gave 8 instructions. 9 Could you please answer the question. 10 You are not going to answer that question? 11 R/F MR. GILBERT: No. 12 BY MR. KAUFMAN: 13 185 Q. In terms of receiving 14 instructions, is it fair to say that all the 15 instructions you say you received, if any, were 16 from HCCC and you did not receive any instructions 17 at any time from the Grand Council in Onondaga? 18 A. Well, there was only one Council, 19 and I don't think that the Council that occurs at 20 Grand River would refer to the Council in Syracuse 21 as the Grand Council. There is only one Council, 22 at least notionally, and there is -- 23 186 Q. Is that -- 24 A. Because there is Chiefs that 25 participate in both of those processes, so if</p>
Page 51	<p>1 HDI in this proceeding? 2 A. The Confederacy Chiefs. 3 181 Q. Which Chiefs? 4 A. I don't have the specifics of the 5 Chiefs that were in attendance at the meetings 6 between the Confederacy Chiefs and Council, but 7 generally speaking -- 8 182 Q. Sorry, I want specifics if you 9 have them. I am not saying you have to have them, 10 to be fair to you, but do you have any specific 11 recollection of any Chief reviewing any of the 12 affidavits of HDI in this proceeding? 13 R/F MR. GILBERT: That is privileged. 14 BY MR. KAUFMAN: 15 183 Q. Not if this witness has knowledge 16 of being in attendance at any such meeting. 17 Were you at any meeting reviewing any 18 of the HDI affidavits where any Chief was in 19 attendance? 20 MR. GILBERT: Well, I think you are 21 wrong in saying if he was at the meeting. All 22 kinds of witnesses are at meetings and there is 23 privileged information discussed. It doesn't mean 24 that it is relevant -- 25 MR. KAUFMAN: I am not asking for</p>	Page 53	<p>1 something -- if something -- or if instructions or 2 positions are taken by Grand River, they are 3 automatically part of the positions, at least to my 4 knowledge, that have been taken by what you just 5 referred to as Grand Council. 6 187 Q. Have you spoken to anyone at 7 Onondaga on this position you are taking? 8 A. Can you clarify what you mean by 9 "at Onondaga"? Because we have spoken with a 10 number of Onondaga Chiefs who are Chiefs of the 11 Onondaga Nation that -- 12 188 Q. Have you received any letters of 13 support from any Onondaga Chiefs of the Onondaga 14 Nation? 15 A. Yes, by way of the position taken 16 by Jock Hill in his letter indicating that we were 17 to proceed. That passed through Council with the 18 approval of the Onondaga Bench, which would include 19 Chiefs of the Onondaga Nation. 20 189 Q. That is not what it says in that 21 letter, does it? 22 A. Well, I am not looking at the 23 letter right now, but I would be happy to turn to 24 it. 25 190 Q. Sure, why don't we look at that.</p>

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1 Liam, are you able to pull that up on the shared
2 screen?
3 A. Counsel, I now have in front of
4 me --
5 191 Q. Yeah, I am just waiting to put it
6 on the shared screen so we all have it.
7 A. From the Supplementary Motion
8 Record of the Haudenosaunee Development Institute
9 dated July 6, 2022, I am at tab "A" to the
10 supplementary affidavit of Brian Doolittle affirmed
11 July 6, 2022, with the letter itself marked as page
12 8 of this particular record.
13 192 Q. Okay, just wait a minute. I'll
14 get it on the shared screen.
15 Do you agree with me this letter of
16 July 4, 2022 only refers to HCCC?
17 A. Yes, it refers to HCCC.
18 193 Q. I would next like to turn to
19 paragraph 33 of your affidavit affirmed August 31,
20 2022. In paragraph 33 you refer to some of the
21 engagements you have done with respect to HDI's
22 activities. In the examination of Mr. Doolittle,
23 he referred I think to the term "projects" when he
24 referred to these engagements. Do you understand
25 what I mean when I say "projects"?

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1 A. Are you referring to the matters
2 contained within paragraph 33?
3 194 Q. No, I am saying that is an example
4 of some engagements which are part of the projects
5 and Mr. Doolittle refers to the various engagements
6 as projects. I am just first asking do you
7 understand what is meant by "projects"?
8 A. Yes.
9 195 Q. And in Mr. Doolittle's evidence,
10 he believes that HDI has been involved in over 215
11 projects; is that a fair statement?
12 A. Yes.
13 196 Q. And he says HDI has a database of
14 all the projects?
15 A. Yes.
16 197 Q. You are familiar with that
17 database?
18 A. Well, I wouldn't call it a
19 database. We keep records of all the engagements.
20 198 Q. Yes, and would you undertake to
21 produce a copy of those records?
22 R/F MR. GILBERT: No.
23 MR. KAUFMAN: Sorry, did you hear me?
24 R/F MR. GILBERT: Yes, I said no, no
25 undertaking.

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1 BY MR. KAUFMAN:
2 199 Q. I didn't hear you, sorry.
3 Do you know the total dollar value of
4 monies received by HDI in respect to these
5 projects?
6 R/F MR. GILBERT: Don't answer the
7 question, irrelevant.
8 BY MR. KAUFMAN:
9 200 Q. Well, do you know the information,
10 Mr. Detlor?
11 R/F MR. GILBERT: The same answer, it is
12 not relevant.
13 BY MR. KAUFMAN:
14 201 Q. Of the total amount of project
15 monies received by HDI and/or 243 Ontario, how much
16 of those funds have been used for the purpose of
17 garnering resources for HCCC's use in respect of
18 land rights issues?
19 R/F MR. GILBERT: Don't answer the
20 question. It is onerous and it is not particularly
21 relevant to this action.
22 MR. KAUFMAN: I don't agree with that.
23 [Court Reporter intervenes for
24 clarification.]
25 MR. GILBERT: I said it is onerous and

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1 it is not relevant to this action.
2 MR. KAUFMAN: How is it onerous?
3 MR. GILBERT: Because it requires going
4 back through a whole bunch of records to find that
5 information for you, which is not the purpose of a
6 cross-examination. This is not a discovery. It is
7 not a forensic audit of HDI.
8 BY MR. KAUFMAN:
9 202 Q. First of all, can you explain to
10 me if you have summaries of those records in a
11 database and you can produce those records in an
12 easy format, can you please explain that to me,
13 Mr. Detlor?
14 MR. GILBERT: I just explained that it
15 is not a discovery. So I know you know what
16 discovery and cross-examinations are, so I am using
17 the short form for the purpose of the record to say
18 this is not a forensic audit. It is not a
19 discovery. It is a cross-examination.
20 MR. KAUFMAN: Well, I am asking these
21 questions in relation to matters raised in an
22 affidavit where there has been selective
23 disclosure, Counsel.
24 As well, the issues of accountability
25 and transparency are central to the motion. Are

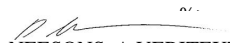
Page 58	<p>1 you still refusing to provide this basic</p> <p>2 information that should be provided?</p> <p>3 R/F MR. GILBERT: Yes. I am not in</p> <p>4 agreement with you that this is basic information</p> <p>5 that should be provided. We have been more than</p> <p>6 helpful to the process by producing financial</p> <p>7 statements, which you have.</p> <p>8 MR. KAUFMAN: You have provided --</p> <p>9 MR. GILBERT: You are not getting</p> <p>10 anything behind that.</p> <p>11 MR. KAUFMAN: And I am allowed to test</p> <p>12 the selective information, Counsel.</p> <p>13 MR. GILBERT: Look, this is the</p> <p>14 process. We have a fundamental difference of</p> <p>15 opinion about this process which gets into what I</p> <p>16 would describe as a fishing expedition and that is</p> <p>17 what you are after. You are after personal</p> <p>18 information. You are after anything that you can</p> <p>19 grasp for that, and I am not going to send our</p> <p>20 people off on a wild goose chase for everything</p> <p>21 that you think you might want us to find.</p> <p>22 BY MR. KAUFMAN:</p> <p>23 203 Q. Okay, we'll leave that for</p> <p>24 argument.</p> <p>25 I would next like to show you an</p>	Page 60	<p>1 207 Q. Yes.</p> <p>2 A. And my answer is no.</p> <p>3 208 Q. Has HDI taken any steps to make</p> <p>4 any public information available to assuage the</p> <p>5 concerns raised in this article in the Two Row</p> <p>6 Times?</p> <p>7 A. We meet regularly with the Chiefs</p> <p>8 and Clan Mothers. We report monthly, independent</p> <p>9 of this article. So some time ago during the</p> <p>10 creation of HDI, we ensured that we had a fulsome</p> <p>11 auditing process in place. We have monthly reports</p> <p>12 to Council which are available for any member of</p> <p>13 the public to attend, Haudenosaunee or not.</p> <p>14 We have weekly meetings that include</p> <p>15 invitations to the entirety of the Chiefs and Clan</p> <p>16 Mothers. We have set up email systems for the</p> <p>17 Chiefs and Clan Mothers to receive emails. We have</p> <p>18 provided --</p> <p>19 209 Q. Sorry, who is "we"? Who is "we"?</p> <p>20 A. HDI.</p> <p>21 210 Q. And will you produce any of those</p> <p>22 emails?</p> <p>23 R/F MR. GILBERT: This is, again -- he is</p> <p>24 describing what has happened, but it is not a</p> <p>25 discovery. This would be, you know, requests for</p>
Page 59	<p>1 article in our Supplementary Record at tab D. Can</p> <p>2 we put that on the -- do you have that in front of</p> <p>3 you or can we put it on the shared screen?</p> <p>4 Have you seen this Two Row Times</p> <p>5 article before?</p> <p>6 A. I reviewed it earlier today in</p> <p>7 preparation.</p> <p>8 MR. KAUFMAN: We'll mark this as</p> <p>9 Exhibit 2 on your examination.</p> <p>10 EXHIBIT NO. 2: Article in the Two Row</p> <p>11 Times titled "Six Nations based</p> <p>12 HCCC/HDI are not the government of the</p> <p>13 Haudenosaunee".</p> <p>14 BY MR. KAUFMAN:</p> <p>15 204 Q. If we look at Exhibit 2, would you</p> <p>16 agree with me that this article points out</p> <p>17 community concerns about HDI and HCCC's role with</p> <p>18 HDI?</p> <p>19 A. No.</p> <p>20 205 Q. Sorry?</p> <p>21 A. No.</p> <p>22 206 Q. You don't believe this article</p> <p>23 refers to concerns?</p> <p>24 A. That wasn't -- you said community</p> <p>25 concerns.</p>	Page 61	<p>1 hundreds of documents, so no.</p> <p>2 BY MR. KAUFMAN:</p> <p>3 211 Q. Well, have there been any emails</p> <p>4 sent to any Chiefs or Clan Mothers since the date</p> <p>5 of this article?</p> <p>6 R/F MR. GILBERT: The same answer.</p> <p>7 BY MR. KAUFMAN:</p> <p>8 212 Q. I would like you to produce those,</p> <p>9 please?</p> <p>10 R/F MR. GILBERT: No.</p> <p>11 BY MR. KAUFMAN:</p> <p>12 213 Q. In the article --</p> <p>13 A. Can I finish answering the</p> <p>14 question now?</p> <p>15 214 Q. Sure, go ahead.</p> <p>16 A. So we also initiated a process of</p> <p>17 something called "Strengthening the House", which</p> <p>18 is undertaken by one of the Clan Mothers who has a</p> <p>19 Ph.D. in education, and we are assisting her with a</p> <p>20 process of establishing a means of communication</p> <p>21 from HDI to the Confederacy Chiefs and Clan Mothers</p> <p>22 generally that involved an alternate form of what</p> <p>23 she refers to as pedagogy, and what we have looked</p> <p>24 at was gaps that had been occurring in terms of</p> <p>25 sending emails and hoping that a Chief or a Clan</p>

Page 62	<p>1 Mother received the email.</p> <p>2 So in addition to that process, we</p> <p>3 began looking at how we could undertake what they</p> <p>4 call "visiting" so that information could be passed</p> <p>5 on by way of sort of a kitchen table approach, but</p> <p>6 there is obviously logistic concerns in arranging</p> <p>7 that but we looked at that as well.</p> <p>8 We have been working very diligently in</p> <p>9 response to COVID, which has obviously disrupted a</p> <p>10 significant amount of the normal lines of</p> <p>11 communication. That includes looking at particular</p> <p>12 options to ensure that a newsletter could be</p> <p>13 provided, as it was pre-COVID.</p> <p>14 So generally, I wasn't really aware of</p> <p>15 this article until today, but a number of steps</p> <p>16 have been taken consistent with instructions from</p> <p>17 the Chiefs and the Clan Mothers to ensure that we</p> <p>18 reach a significant level of transparency and</p> <p>19 accountability with respect to the work that we are</p> <p>20 undertaking at the direction of the Confederacy</p> <p>21 Chiefs Council where we are bound to a certain</p> <p>22 extent with respect to information that we can</p> <p>23 provide having to be approved by them.</p> <p>24 215 Q. So you agree with me that HDI</p> <p>25 should operate in a transparent and an accountable</p>	Page 64	<p>1 the elected council has been openly</p> <p>2 sharing in their live-streamed</p> <p>3 council meetings when they've asked</p> <p>4 HCCC and HDI to financially</p> <p>5 contribute to projects. To date, no</p> <p>6 contributions have been invested</p> <p>7 into Six Nations for infrastructure</p> <p>8 from those millions that have been</p> <p>9 collected by HDI."</p> <p>10 Do you see that reference?</p> <p>11 A. I see it on the screen, yes.</p> <p>12 221 Q. Do you see it?</p> <p>13 A. Yes, I see it on the screen.</p> <p>14 MR. GILBERT: What is your question?</p> <p>15 BY MR. KAUFMAN:</p> <p>16 222 Q. Would you show accountability and</p> <p>17 transparency and undertake to provide what amounts</p> <p>18 have been invested into Six Nations infrastructure</p> <p>19 from the engagement and sums received by HDI?</p> <p>20 R/F MR. GILBERT: That is such a broad</p> <p>21 question covering years, so the answer is no.</p> <p>22 BY MR. KAUFMAN:</p> <p>23 223 Q. Do you have the information that</p> <p>24 would say how much was invested in Six Nations</p> <p>25 infrastructure?</p>
Page 63	<p>1 way?</p> <p>2 A. Through the Confederacy Chiefs</p> <p>3 Council, I agree, yes.</p> <p>4 216 Q. And with the people for which you</p> <p>5 hold those funds?</p> <p>6 A. I am not sure which people you are</p> <p>7 referring to.</p> <p>8 217 Q. The community at large.</p> <p>9 A. I am still not sure what you mean</p> <p>10 by "community at large".</p> <p>11 218 Q. The Six Nations.</p> <p>12 A. The Six Nations are not a</p> <p>13 community. They are actually Nations in a</p> <p>14 Confederacy, so I am not sure what the term</p> <p>15 "community" means.</p> <p>16 219 Q. In this article, if you scroll</p> <p>17 down, there is a paragraph I want to take you to.</p> <p>18 It starts, "The situation is so bad [...]"; do you</p> <p>19 see that paragraph?</p> <p>20 A. No.</p> <p>21 220 Q. There is no pages, so it is hard</p> <p>22 to say. I'll wait until you find it. It is quite</p> <p>23 a ways down. It is on the shared screen, if you</p> <p>24 want to look. Do you see that:</p> <p>25 "The situation is so bad that</p>	Page 65	<p>1 MR. GILBERT: Well, you have the</p> <p>2 financial statements. We have produced those.</p> <p>3 BY MR. KAUFMAN:</p> <p>4 224 Q. Would you undertake to produce all</p> <p>5 the financial statements?</p> <p>6 R/F MR. GILBERT: No.</p> <p>7 BY MR. KAUFMAN:</p> <p>8 225 Q. Let's go to the last financial</p> <p>9 statement, I think it is 2022, HDI statement. Put</p> <p>10 that on the shared screen.</p> <p>11 Do you have that statement in front of</p> <p>12 you?</p> <p>13 A. Not as of yet.</p> <p>14 MR. DUMIGAN: Counsel, is this Exhibit</p> <p>15 C to Mr. Saul's affidavit?</p> <p>16 MR. KAUFMAN: Liam?</p> <p>17 MR. GERRY: This is from the exhibits</p> <p>18 that were produced at the request of the Plaintiffs</p> <p>19 prior to Mr. Saul's examination.</p> <p>20 MR. GILBERT: The statement for the</p> <p>21 year ended March 31, 2022 is in Mr. Saul's</p> <p>22 affidavit at Exhibit C, the February 6th affidavit,</p> <p>23 2023. It's best to refer to that, for clarity.</p> <p>24 BY MR. KAUFMAN:</p> <p>25 226 Q. Okay, can we look at the next page</p>

Page 66	<p>1 then. Keep going. Keep going. Keep going.</p> <p>2 Okay, in the Statement of Financial</p> <p>3 Position contained in this year ended March 31,</p> <p>4 2022 financial statement, where do I find how much,</p> <p>5 if any, funds or assets have been utilized for Six</p> <p>6 Nations infrastructure?</p> <p>7 MR. GILBERT: What is the "Six Nations</p> <p>8 infrastructure"? What do you mean by that?</p> <p>9 MR. KAUFMAN: Well, for any investment</p> <p>10 for the benefit of the Haudenosaunee people.</p> <p>11 MR. GILBERT: If you are able to answer</p> <p>12 that question, any investments for the benefit of</p> <p>13 the Haudenosaunee people.</p> <p>14 BY MR. KAUFMAN:</p> <p>15 227 Q. For any benefit, yes, does it show</p> <p>16 any funds used for the any benefit for the</p> <p>17 Haudenosaunee people?</p> <p>18 A. Yeah, I know it generally</p> <p>19 indicates the amount of revenues that we generated</p> <p>20 by employing something in the range of 50</p> <p>21 Haudenosaunee people.</p> <p>22 228 Q. So your answer is it generates</p> <p>23 revenues to employ 50 people?</p> <p>24 A. In part, yes.</p> <p>25 229 Q. Anything else?</p>	Page 68	<p>1 revenues and expenses are being used to benefit the</p> <p>2 Haudenosaunee people.</p> <p>3 233 Q. So where it says "Legal expenses -</p> <p>4 business development", \$1,031,103, what business</p> <p>5 development was done for the benefit of the</p> <p>6 Haudenosaunee people?</p> <p>7 A. What we do is we look at different</p> <p>8 opportunities to advance legal rights and interests</p> <p>9 across the Province of Ontario that historically</p> <p>10 haven't been advanced by either the Six Nations</p> <p>11 Elected Band Council or the Men's Fire, and those</p> <p>12 include looking towards a Treaty-based relationship</p> <p>13 that advances rights and interests to understand,</p> <p>14 in part, cumulative impacts upon Treaty rights and</p> <p>15 interests which extend, according to the Mitchell</p> <p>16 map of 1755, across the entirety of Southwestern</p> <p>17 Ontario.</p> <p>18 234 Q. And when it says "Legal expenses -</p> <p>19 business development", those were monies paid to</p> <p>20 you?</p> <p>21 A. No.</p> <p>22 235 Q. Who were they paid to?</p> <p>23 A. I don't know. I don't have the</p> <p>24 specific breakdown, but certainly I didn't receive</p> <p>25 that.</p>
Page 67	<p>1 A. In terms of the Statement of</p> <p>2 Financial Position?</p> <p>3 230 Q. Yes.</p> <p>4 A. I wouldn't be able to give you</p> <p>5 that information from this document. The next</p> <p>6 document, though --</p> <p>7 MR. GILBERT: When you are talking</p> <p>8 about "document", you are referring to pages. You</p> <p>9 were looking at one page, and you are looking at a</p> <p>10 different page now.</p> <p>11 THE WITNESS: Yeah, so if I turn the</p> <p>12 page, at 31 it goes through the --</p> <p>13 BY MR. KAUFMAN:</p> <p>14 231 Q. We'll go to the next page. First</p> <p>15 of all, you say you don't see any information to</p> <p>16 answer that question in the Statement of Financial</p> <p>17 Position.</p> <p>18 So now we are looking at the Statement</p> <p>19 of Operations that now you are referring to. In</p> <p>20 the Statement of Operations, what do you see on</p> <p>21 that page that shows any funds being used for the</p> <p>22 benefit of the Haudenosaunee people?</p> <p>23 A. All of it.</p> <p>24 232 Q. All of it?</p> <p>25 A. Yeah, all of it is -- all of the</p>	Page 69	<p>1 236 Q. When it says "Professional fees"</p> <p>2 of \$564,279, who were those fees paid to?</p> <p>3 A. Various professionals retained.</p> <p>4 237 Q. Who, for example?</p> <p>5 A. I don't know who.</p> <p>6 238 Q. When it says "Travel" of \$402,000,</p> <p>7 who expended funds for travelling for \$402,000 and</p> <p>8 to where?</p> <p>9 A. I don't know, but the amounts</p> <p>10 under "Travel" usually are set out for</p> <p>11 archaeological monitors who would have to travel</p> <p>12 around the Province of Ontario.</p> <p>13 239 Q. I would next like to turn to an</p> <p>14 article in our supplementary affidavit. Well,</p> <p>15 actually, sorry, it is not in the supplementary</p> <p>16 affidavit. It is contained in Exhibit I to</p> <p>17 Councillor Miller's affidavit, and it is a document</p> <p>18 we sent separately that you have in front of you.</p> <p>19 It is the article by Jim Windle. Can you turn to</p> <p>20 that article, please.</p> <p>21 A. Is this the one that is dated May</p> <p>22 6, 2015?</p> <p>23 240 Q. Yes.</p> <p>24 A. I have it.</p> <p>25 241 Q. We'll put it on the shared screen.</p>

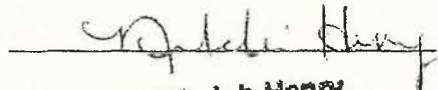
Page 70	<p>1 We'll mark this as the next exhibit.</p> <p>2 EXHIBIT NO. 3: Article in the Two Row</p> <p>3 Times titled "HDI lawyer accused of</p> <p>4 overcharging clients", dated May 6,</p> <p>5 2015.</p> <p>6 MR. GILBERT: Well, you first have to</p> <p>7 authenticate it. He hasn't.</p> <p>8 BY MR. KAUFMAN:</p> <p>9 242 Q. This article is entitled "HDI</p> <p>10 lawyer accused of overcharging clients". The</p> <p>11 lawyer referred to is yourself, right, Mr. Detlor?</p> <p>12 A. Correct.</p> <p>13 243 Q. Sorry?</p> <p>14 A. Correct.</p> <p>15 244 Q. So I take it you have seen this</p> <p>16 article before?</p> <p>17 A. I saw it earlier this morning. I</p> <p>18 don't recall seeing it at any other point.</p> <p>19 245 Q. So this article dates to 2015.</p> <p>20 Are you saying an article with this highly charged</p> <p>21 title that refers to you, you have never seen it</p> <p>22 before preparing for this examination?</p> <p>23 A. No. I don't read the Two Row</p> <p>24 Times or pay much attention to anything they write.</p> <p>25 246 Q. And no one provided it to you,</p>	Page 72
Page 71	<p>1 seeing it is all about you?</p> <p>2 A. People may have discussed it with</p> <p>3 me. I do recall discussing it.</p> <p>4 247 Q. And did you ask anyone to show you</p> <p>5 the article?</p> <p>6 A. No.</p> <p>7 248 Q. No? So you didn't care what</p> <p>8 anyone had to say about overcharging clients; is</p> <p>9 that your evidence?</p> <p>10 A. No.</p> <p>11 249 Q. Did you care or not care?</p> <p>12 A. At what point in time are you</p> <p>13 referring to?</p> <p>14 250 Q. Since this article was written</p> <p>15 about you.</p> <p>16 A. Sorry, what is the question?</p> <p>17 251 Q. Did you care or not care that</p> <p>18 there were public complaints in a community</p> <p>19 newspaper in the Two Row Times that you were</p> <p>20 overcharging clients?</p> <p>21 A. I am not aware that these were</p> <p>22 public complaints.</p> <p>23 252 Q. Well, it is in a newspaper</p> <p>24 article. Did you at all at any time attempt to</p> <p>25 refute these accusations since 2015?</p>	Page 73
	<p>1 A. Yes, I have.</p> <p>2 253 Q. And in writing?</p> <p>3 A. To various clients I have, because</p> <p>4 the article, from what was explained to me,</p> <p>5 contained significant inaccuracies and</p> <p>6 misrepresentations.</p> <p>7 254 Q. But you do understand there has</p> <p>8 been continuing concerns about the fees you have</p> <p>9 been charging in respect of HDI?</p> <p>10 MR. GILBERT: Concerns by whom?</p> <p>11 BY MR. KAUFMAN:</p> <p>12 255 Q. Well, are you aware of concerns as</p> <p>13 expressed in this article?</p> <p>14 A. Are you talking about the article</p> <p>15 or HDI?</p> <p>16 256 Q. The article referring to serious</p> <p>17 concerns about your billing practices.</p> <p>18 A. So what is the question?</p> <p>19 257 Q. Have you done anything to deal</p> <p>20 with those concerns?</p> <p>21 A. Yes, I have spoken to clients to</p> <p>22 tell them that there are inaccuracies and</p> <p>23 misrepresentations and outright falsehoods in these</p> <p>24 representations.</p> <p>25 258 Q. And who were the clients you are</p>	
	<p>1 referring to?</p> <p>2 R/F MR. GILBERT: Don't answer the</p> <p>3 question.</p> <p>4 THE WITNESS: I don't think I'm allowed</p> <p>5 to tell you who my clients are.</p> <p>6 [Court Reporter intervenes for</p> <p>7 clarification.]</p> <p>8 [Discussion Off The Record.]</p> <p>9 -- RECESSED AT 2:23 P.M.</p> <p>10 -- RESUMED AT 2:28 P.M.</p> <p>11 BY MR. KAUFMAN:</p> <p>12 259 Q. Mr. Detlor, can we next turn to a</p> <p>13 document that you had in front of you this morning,</p> <p>14 which is an email dated June 28, 2022.</p> <p>15 A. I have that email before me.</p> <p>16 260 Q. Thank you. And have you seen this</p> <p>17 email before?</p> <p>18 A. I believe it was provided to me a</p> <p>19 couple -- yesterday or a couple of days ago.</p> <p>20 261 Q. I believe it was also contained in</p> <p>21 an exhibit to your affidavit where you listed a</p> <p>22 bunch of emails?</p> <p>23 A. Yes.</p> <p>24 262 Q. And did you read that exhibit</p> <p>25 before you swore your affidavit?</p>	

Page 74	Page 76
<p>1 A. Yes.</p> <p>2 263 Q. And did you not see this email in</p> <p>3 that exhibit of emails?</p> <p>4 A. You would have to take me to the</p> <p>5 affidavit and the particular exhibit.</p> <p>6 264 Q. Okay, we can do that.</p> <p>7 Liam, let's pull up first the affidavit</p> <p>8 reference showing the exhibit, and then we'll go to</p> <p>9 the exhibit.</p> <p>10 A. Counsel, just to facilitate</p> <p>11 everyone's earliest departure possible, I am at the</p> <p>12 Affidavit of Aaron Detlor affirmed February 6,</p> <p>13 2023, and I am at tab C, and within tab C I am at</p> <p>14 page 188 of this record.</p> <p>15 265 Q. And at page 188, you see the email</p> <p>16 dated June 28, 2022 from Victoria Pileggi of my</p> <p>17 office to the Court and to Mr. Shiller?</p> <p>18 A. Yes.</p> <p>19 266 Q. And --</p> <p>20 A. Well, actually, just a second.</p> <p>21 Actually, it is a bit complicated in</p> <p>22 terms of the record, because in my materials I have</p> <p>23 an email of -- and I am just going to give you the</p> <p>24 timing, the times, so that we can clarify and</p> <p>25 distinguish.</p>	<p>1 it, but --</p> <p>2 268 Q. Did you read this exhibit --</p> <p>3 before you signed your affidavit, did you read</p> <p>4 these emails and the exhibit?</p> <p>5 A. Yes. But that is not what you</p> <p>6 directed me to initially. You directed me to a</p> <p>7 piece of paper that you sent along to Counsel I</p> <p>8 believe in the past couple of days, and that is why</p> <p>9 I asked you to come back to the affidavit, sir.</p> <p>10 269 Q. And in your affidavit, Exhibit C,</p> <p>11 you had this email of June 28, 2022 that says that</p> <p>12 my office wished to proceed with setting a date for</p> <p>13 the certification motion, and you read that at the</p> <p>14 time, did you not?</p> <p>15 A. I did.</p> <p>16 270 Q. But you didn't seem to reference</p> <p>17 that in your affidavit, did you?</p> <p>18 A. I did reference it in my affidavit</p> <p>19 because it is included as an exhibit.</p> <p>20 271 Q. But when you described the</p> <p>21 exhibit, you did not at all state that my firm</p> <p>22 wished to proceed with setting a date for the</p> <p>23 certification motion, did you?</p> <p>24 A. I am not certain which paragraph</p> <p>25 of my affidavit you are referring to, sir.</p>
Page 75	Page 77
<p>1 At page 188 there is an email at 3:02</p> <p>2 p.m., at 3:10 p.m., at 9:23 a.m. and 9:30 a.m. And</p> <p>3 this particular email that I have been provided, I</p> <p>4 don't see -- and this was my original sort of</p> <p>5 question mark, and that is why I got to go to the</p> <p>6 affidavit itself. I don't see this email, and when</p> <p>7 I say "this", I am referring from Victoria Pileggi</p> <p>8 at 2:58 p.m., I don't see that particular email in</p> <p>9 my exhibit. So perhaps that is why you added it,</p> <p>10 added the --</p> <p>11 MR. KAUFMAN: Well, let's mark that</p> <p>12 email as the next exhibit.</p> <p>13 EXHIBIT NO. 4: Email from Victoria</p> <p>14 Pileggi to the Court and Mr. Shiller,</p> <p>15 dated June 28, 2022.</p> <p>16 BY MR. KAUFMAN:</p> <p>17 267 Q. So to prepare Exhibit C you were</p> <p>18 provided a bunch of emails, and in our review of</p> <p>19 Exhibit C, and it is on the shared screen, it says</p> <p>20 you did receive that last exhibit and you have it</p> <p>21 in Exhibit C; correct?</p> <p>22 A. I think in form and substance I</p> <p>23 have it within my exhibit at page 188 at the very</p> <p>24 last page, but the formatting is different</p> <p>25 because -- I don't know what you want to make of</p>	<p>1 272 Q. Okay, well, I think it is obvious.</p> <p>2 Let's go to the next issue I have with your</p> <p>3 disclosure.</p> <p>4 So I also provided to you and you have</p> <p>5 in front of you Reasons for Sentencing in the R. v.</p> <p>6 Green matter that was decided upon by Justice</p> <p>7 Bourque.</p> <p>8 A. Yes, after some individuals were</p> <p>9 convicted for assault. I have that sentencing --</p> <p>10 273 Q. And you --</p> <p>11 A. -- determination. Sorry, was</p> <p>12 there a question, or am I answering? Am I</p> <p>13 answering or are you questioning?</p> <p>14 MR. GILBERT: Wait for the question.</p> <p>15 BY MR. KAUFMAN:</p> <p>16 274 Q. You knew when you swore your</p> <p>17 affidavit on February 6, 2023, that there was an</p> <p>18 absolute discharge granted on the same date as the</p> <p>19 judgment; correct?</p> <p>20 A. Correct.</p> <p>21 275 Q. And you did not put in your</p> <p>22 affidavit of February 6th there was an absolute</p> <p>23 discharge?</p> <p>24 A. No, I did not.</p> <p>25 MR. KAUFMAN: We'll mark this</p>

<p style="text-align: right;">Page 78</p> <p>1 sentencing decision as the next exhibit. 2 MR. GILBERT: We'll allow that to go 3 on. I don't think you have identified it properly, 4 but it is a Court record and I am content to let it 5 be marked as an exhibit. 6 EXHIBIT NO. 5: Reasons for Sentencing 7 in the R. v. Green matter. 8 MR. KAUFMAN: Thank you. Subject to 9 any undertakings and any refusals that should be 10 answered, I have no further questions. 11 Thank you. 12 THE WITNESS: Thank you, Counsel. 13 MR. GILBERT: Thank you. We don't have 14 any additional re-examination. I don't know if -- 15 oh, you are going to have some questions too? 16 MS. ANTONIOS: I would just like to put 17 something on the record before we pause. 18 MR. GILBERT: Okay. 19 MS. ANTONIOS: Mr. Detlor, you 20 understand that you are still under 21 cross-examination until we reconvene on Friday 22 morning? 23 THE WITNESS: Yes. 24 MS. ANTONIOS: Thank you, sir, and you 25 are not to discuss your evidence with anyone while</p>	<p style="text-align: right;">Page 80</p> <p>1 REPORTER'S CERTIFICATE 2 3 I, DEANA SANTEDICOLA, RPR, CRR, 4 CSR, Certified Shorthand Reporter, certify: 5 That the foregoing proceedings were 6 taken before me at the time and place therein set 7 forth, at which time the witness was put under oath 8 by me; 9 That the testimony of the witness 10 and all objections made at the time of the 11 examination were recorded stenographically by me 12 and were thereafter transcribed; 13 That the foregoing is a true and 14 correct transcript of my shorthand notes so taken. 15 16 17 18 Dated this 24th day of March, 2023. 19 20 21 22  23 NEESONS, A VERITEXT COMPANY 24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR 25</p>
<p style="text-align: right;">Page 79</p> <p>1 you are under cross-examination. 2 THE WITNESS: Could you clarify that 3 for me in terms of my day-to-day work with HDI? 4 MS. ANTONIOS: You are not to discuss 5 the examination or your evidence given on this 6 examination with anyone until we are done the 7 examination, which we'll reconvene on Friday. 8 MR. GILBERT: I think his point is that 9 he can't stop working his job, to work at his 10 regular job, but you are not going to discuss the 11 questions asked or the answers given with anyone, 12 including us. 13 THE WITNESS: I can confirm that. 14 MS. ANTONIOS: Thank you. 15 MR. GILBERT: And we are not going to 16 discuss the substance of your evidence until Ms. 17 Antonios and others have had their chance to 18 cross-examine. 19 MS. ANTONIOS: Thank you. 20 21 -- Adjourned at 2:37 p.m. 22 23 24 25</p>	

TAB 1

Exhibit "D" to the
Affidavit of Aaron Detlor
of December 1, 2016



Mark Leigh Henry,
a Commissioner, etc., Province of Ontario
for Montour Law, and
R. Aaron Detlor, Barrister and Solicitor
Expires November 30, 2016

**Minutes of Meeting
NEWCO, Corp. # 2438543**

Date: October 20, 2014

Attendance: Aaron Detlor, Brian Doolittle, Elvera Garlow & Hazel Hill (recording)

Agenda:

1. Review of Current Corporation Documents
2. Appointment of Officers
3. Other

1. Changes to Corporation

Removing Hazel E. Hill as Director

Board of Directors: 3

Brian Doolittle, Aaron Detlor & Elvera Garlow

Amend Item#5 - Restrictions:

The Corporation shall only carry on activities which provide a benefit to people of the Haudenosaunee. For the purpose of this provision, benefit shall include, but not be limited to:

- i. the preservation, furtherance and enhancement of the culture, language and ceremonies of the Haudenosaunee
- ii. the promotion and protection of the education, health and over-all well-being of the Haudenosaunee
- iii. the 8 points of jurisdiction
 - 1st. The Great Law and its Laws
 - 2nd. Our Treaties
 - 3rd. Installation of Chiefs
 - 4th. Maintenance of our Ceremonies
 - 5th. Our Land
 - 6th. International Relationships
 - 7th. Membership
 - 8th. Justice and Law

Amendment to Item # 7 and/or #8: Rights, privileges, restrictions and conditions:

The Board holds 50 equitable non-transferable shares in trust for the Haudenosaunee through the Whiskniyonwenstake Rotionisonh (Haudenosaunee Confederacy Chiefs

Walter Henry

Council at Grand River) as set out in the table below:

Cayuga

Oneida

Clan	Chief Title	Clan	Chief Title
Bear	Haga'e,yok	Bear	Atahu?ta:y
Bear	Gada:gwa:se:	Bear	Lanyatashat
Bear	Soyo:wis	Bear	Owatsa?t tha
Bear	Desgahe	Turtle	Shonuhses
Deer	Gaji'nodawehe	Turtle	Thanahak tha
Heron	Hadoda:he:ha'	Turtle	Atya?tan tha
Snipe	Deyohowe:to:	Wolf	Otatshehte
Turtle	Hagya;drohne	Wolf	Kanukwe?nyo:tu
Wolf	Deyotowehgoh	Wolf	Teyohakw t
Wolf	Dyohyo:goh		

Mohawk

Seneca

Bear	Chief Title	Clan	Chief Title
Bear	Dehharagereneh	Bear	Sadyenawat
Bear	Rastawehserondah	Hawk	Sag,'jo:wa:
Bear	Sosskoharowaneh	Snipe	Ganohgi'da:wi:
Turtle	Ayonwatha	Snipe	Nishayene<nha
Turtle	Tehkarihoken	Snipe	Tsa'degaohyes
Turtle	Sadekariwadeh	Turtle	Ga'nogae:
Wolf	Sahrehowaneh	Turtle	Sganyadeae:yo:
Wolf	Orenrehgowah	Wolf	Dyoninho'ga'we'
Wolf	Deyonhehgiveh		

SUBSCRIPTION FOR COMMON SHARES

TO: 2438543 ONTARIO INC.

AND TO: THE DIRECTORS THEREOF

THE UNDERSIGNED, Haudenosaunee Development Institute, in trust, subscribes for 50 common shares of the above Corporation at the price of \$1.00 per share, and tenders the sum of \$50.00 in payment of the aggregate subscription price therefor.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per:



Name: HAZEL E. HILL

Title: DIRECTOR

DECLARATION OF TRUST

IN CONSIDERATION of the sum of \$1.00 now paid to the undersigned and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the undersigned declares that 50 common shares (the "Shares") in the capital of 2438543 Ontario Inc. (the "Corporation") registered in the name of the undersigned, in trust, on the books of the Corporation, and all monies, shares or other property which may be payable in respect of the Shares, whether by way of dividends or capital distributions or otherwise howsoever, and all of the benefits pertaining to the Shares are held by the undersigned in trust for the Whiskniyonwenstake Rotionisonh (Haudenosaunee Confederacy Chiefs Council at Grand River), as set out in Schedule "A" attached (the "Beneficiary") and that the undersigned will convey, transfer, deal with or otherwise dispose of the Shares and any income or capital paid in respect of them, and any other benefits pertaining to them in such manner as the Beneficiary shall from time to time direct. The provisions of this Declaration are binding on the undersigned, and the successors and assigns of the undersigned, and enure to the benefit of the Beneficiary and the heirs, legal personal representatives, successors and assigns of the Beneficiary.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per:



Name: HAZEL E. HILL

Title: DIRECTOR

"Schedule A"

Cayuga		
	Clan	Chief Title
1.	Bear	Haga'e,yok
2.	Bear	Gada:gwa:se:
3.	Bear	Soyo:wi:s
4.	Bear	Desgahe
5.	Deer	Gaji'nodawehe
6.	Heron	Hadoda:he:ha'
7.	Snipe	Deyohowe:to:
8.	Turtle	Hagya;drohne
9.	Wolf	Deyotowehgoh
10.	Wolf	Dyohyo:goh
Oneida		
11.	Bear	Atahu?ta:y
12.	Bear	Lauyatashat
13.	Bear	Owatsa?t tha
14.	Turtle	Shonuhses
15.	Turtle	Thanahak tha
16.	Turtle	Atya?tan tha
17.	Wolf	Otatshehte
18.	Wolf	Kanukwe?nyo:tu
19.	Wolf	Teyohakw t
Mohawk		
20.	Bear	Dehharagereneh
21.	Bear	Rastawehserondah
22.	Bear	Sosskoharowaneh
23.	Turtle	Ayonwatha
24.	Turtle	Tehkari:hoken
25.	Turtle	Sadekari:wadeh
26.	Wolf	Sahrehowaneh
27.	Wolf	Orenrehgowah
28.	Wolf	Deyonhehgiveh
Seneca		
29.	Bear	Sadyenawat
30.	Hawk	Sag,'jo:wa:
31.	Snipe	Ganohgi'da:wi:
32.	Snipe	Nishayene<nha
33.	Snipe	Tsa'degaohyes
34.	Turtle	Ga'nogae:
35.	Turtle	Sganyadeae:yo:
36.	Wolf	Dyonin'ho'ga'we'
Onondaga		
37.	Beaver	Dehatgahdos
38.	Deer	Se:,ha:wi:
39.	Deer	Hahi:hoh

40.	Deer	Gawe,ne,se,:doh
41.	Eel	Sagoge,he:
42.	Eel	Sodegwa:se,:
43.	Eel	Hoyo:ny,nih
44.	Eel	Tadodahoh
45.	Turtle	Sganawadih
46.	Turtle	Dehayatgwae
47.	Wolf	Honowiyehdi
48.	Wolf	Awe'ge,hyat
49.	Wolf	Honya'daji:wak
50.	Wolf	Gane'se:he:

2438543 ONTARIO INC.

The undersigned, being the sole first director of 2438543 Ontario Inc. (the "Corporation"), signs the following resolutions:

APPOINTMENT OF OFFICERS

RESOLVED that the following persons are appointed officers of the Corporation to hold office during the pleasure of the board:

Brian Doolittle	President
Aaron Detlor	Secretary
Hazel E. Hill	CEO

APPROVAL OF SHARE CERTIFICATE

RESOLVED that the form of share certificate annexed to these resolutions is approved and adopted as the form of share certificate of the Corporation to be issued in respect of the unlimited number of common shares.

LOCATION OF REGISTERED OFFICE

RESOLVED that the location of the registered office of the Corporation is fixed at:

16 Sunrise Court
Unit 600
Ohsweken, Ontario
N0A 1M0

ALLOTMENT AND ISSUANCE OF COMMON SHARES

RESOLVED THAT:

1. the subscription from Haudenosaunee Development Institute, in trust for 50 common shares in the capital of the Corporation is accepted;
2. the board of directors of the Corporation, acting in good faith and in the best interests of the Corporation, fixes the sum of \$50.00 as the aggregate consideration for the allotment and issuance of the said 50 common shares;
3. 50 common shares in the capital of the Corporation be and they are allotted and issued, subject to payment therefor, to Haudenosaunee Development Institute, in trust at the subscription price set opposite its name:

<u>SUBSCRIPTION</u> <u>OF</u>	<u>NO. OF</u> <u>SHARES</u>	<u>PRICE PER</u> <u>SHARE</u>
Haudenosaunee Development Institute, in trust	50	\$1.00

NO. C-1

INCORPORATED UNDER THE LAWS OF THE PROVINCE OF ONTARIO

50 SHARES

2438543 ONTARIO INC.

This is to Certify **HAUDENOSAUNEE DEVELOPMENT INSTITUTE, IN TRUST**
 is the registered holder of fifty
 common shares in the capital of
2438543 ONTARIO INC.

The class or series of shares represented by this Certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to a shareholder, on demand and without charge, a full copy of the text of:

- (i) the rights, privileges, restrictions and conditions attached to the shares represented by this certificate and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors; and
- (ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable.

The Corporation has a lien on the shares represented by this Certificate for the indebtedness of the Shareholder to the Corporation.

The right of the shareholder to transfer the shares represented by this Certificate is subject to restrictions.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers.

DATED this 20th day of October, 2014

Brian Doolittle
 President (Brian Doolittle)

CERTIFICATE FOR

fifty
common shares of

2438543 ONTARIO INC.

Issued to: HAUDENOSAUNEE DEVELOPMENT INSTITUTE, IN TRUST
Date: October 20th, 2014
Certificate: C-1

For Value I received, I hereby assign and transfer unto

_____ common shares

represented by the within Certificate

DATED _____

In the presence of

2438543 ONTARIO INC.

The undersigned, being the sole shareholder of 2438543 Ontario Inc. (the "Corporation"), signs the following resolutions:

NUMBER OF DIRECTORS

RESOLVED as a special resolution that the number of directors of the Corporation and the number of directors of the Corporation to be elected at an annual meeting of shareholders within a range permitted by the Articles of Incorporation is determined to be 2.

AUTHORIZATION TO DETERMINE THE NUMBER OF DIRECTORS

RESOLVED as a special resolution that the number of directors of the Corporation and the number of directors of the Corporation to be elected at an annual meeting of shareholders may be determined from time to time by the directors.

ELECTION OF DIRECTORS

RESOLVED that:

1. The resignation of Hazel E. Hill as first director of the Corporation is accepted; and
2. Brian Doolittle and Aaron Detlor are elected directors of the Corporation.

APPOINTMENT OF ACCOUNTANTS

RESOLVED that
be appointed the accountants of the Corporation to hold office until the completion of the first annual meeting of the shareholders of the Corporation, or until a successor is appointed, at such remuneration as may be fixed by the board of directors and the board of directors is authorized to fix such remuneration.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per: B Doolittle

Name:

Title:

I have authority to bind the Corporation

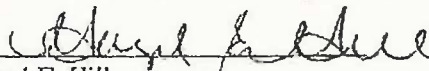
RESIGNATION

TO: 2438543 ONTARIO INC. (the "Corporation")

AND TO: THE SHAREHOLDER THEREOF

I, Hazel E. Hill, do hereby resign as first director of the Corporation, such resignation to take effect immediately upon the election of my successor.

DATED as of the 20th day of October, 2014.


Hazel E. Hill

CONSENT TO ACT AS DIRECTOR

TO: 2438543 ONTARIO INC. (the "Corporation")

AND TO: THE SHAREHOLDER THEREOF

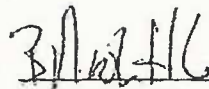
I, THE UNDERSIGNED:

1. consent to being elected and to acting as director of the above Corporation, such consent to take effect immediately;
2. consent to the holding of meetings of directors or of committees of directors by means of such telephone, electronic or other communication facilities as permit all persons participating in the meetings to communicate with each other simultaneously and instantaneously;
3. certify that:
 - (a) I am a resident Canadian within the meaning of the *Business Corporations Act* (Ontario);
 - (b) I am at least eighteen years of age;
 - (c) I have not been found by a court in Canada or elsewhere to be of unsound mind;
 - (d) I do not have the status of bankrupt;
4. consent to receive notice of meetings and meeting agendas for the Board of Directors of the Corporation in the form of a fax, and/or an email;

and I undertake to advise the Corporation in writing forthwith of any change in status of any of the foregoing.

This consent shall continue in effect from year to year so long as I am elected or appointed to the Board of Directors of the Corporation or until I give written notice to the Corporation revoking such consent or until I otherwise cease to be a director of the Corporation.

DATED as of the 20th day of October, 2014.



Brian Doolittle
16 Sunrise Court, Unit 600
P.O. Box 714
Ohsweken, Ontario
NOA 1M0

CONSENT TO ACT AS DIRECTOR

TO: 2438543 ONTARIO INC. (the "Corporation")

AND TO: THE SHAREHOLDER THEREOF

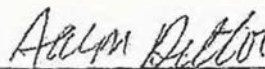
I, THE UNDERSIGNED:

1. consent to being elected and to acting as director of the above Corporation, such consent to take effect immediately;
2. consent to the holding of meetings of directors or of committees of directors by means of such telephone, electronic or other communication facilities as permit all persons participating in the meetings to communicate with each other simultaneously and instantaneously;
3. certify that:
 - (a) I am a resident Canadian within the meaning of the *Business Corporations Act* (Ontario);
 - (b) I am at least eighteen years of age;
 - (c) I have not been found by a court in Canada or elsewhere to be of unsound mind;
 - (d) I do not have the status of bankrupt;
4. consent to receive notice of meetings and meeting agendas for the Board of Directors of the Corporation in the form of a fax, and/or an email;

and I undertake to advise the Corporation in writing forthwith of any change in status of any of the foregoing.

This consent shall continue in effect from year to year so long as I am elected or appointed to the Board of Directors of the Corporation or until I give written notice to the Corporation revoking such consent or until I otherwise cease to be a director of the Corporation.

DATED as of the 20th day of October, 2014.



Aaron DeFlor
16 Sunrise Court, Unit 600
P.O. Box 714
Ohsweken, Ontario
NOA 1M0

CONSENT OF SHAREHOLDER TO EXEMPTION FROM AUDIT

2438543 ONTARIO INC.

The undersigned, being the sole shareholder of 2438543 Ontario Inc. (the "Corporation"), declares that the Corporation is not offering its securities to the public.

Pursuant to section 148 of the *Business Corporations Act* (Ontario) (the "Act"), the undersigned consents to the exemption of the Corporation from the audit provisions set out in Part XII of the said Act in respect of the ensuing financial year end of the Corporation.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per:

Brian Doolittle

Name: BRIAN DOOLITTLE

Title: PRESIDENT

I have authority to bind the Corporation



**Form 1 CIA Initial Return/Notice of Change
DRAFT COPY**

PRINT this page
BACK to Previous

ONGORP TRACKING NUMBER: 231951

THIS DRAFT PRINTED: May 13, 2015 @ 05:22 pm

Reference Info: MJSMOLAK/QLO
Docket Info: 103776

Language Preference: English
Document Type: Initial Notice

Corp. Name: 2438543 ONTARIO INC.

Corp. No: 002438543 Incorp./Amalg. Date: 20 Oct, 2014

Registered/Head Office: 16 SUNRISE COURT, UNIT 600, OHSWEKEN, ONTARIO, CANADA, N0A 1M0

Mailing Address: 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA, N0A 1M0

Person Authorizing Filing: HILL, HAZEL E., Officer

	Administrator Information	Elected/ Appointed	Ceased
1.	DOOLITTLE, BRIAN, PRESIDENT 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
2.	DETLOR, AARON, SECRETARY 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
3.	HILL, HAZEL E., CHIEF EXECUTIVE OFFICER 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
4.	HILL, HAZEL E., DIRECTOR, Res. Canadian 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	20 Oct, 2014
5.	DOOLITTLE, BRIAN, DIRECTOR, Res. Canadian 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
6.	DETLOR, AARON, DIRECTOR, Res. Canadian 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	

Approval Signature: _____ (optional)

CIA Form 1

Approval Signature: _____ (optional)

Please print this page and verify all details before submission.

BY-LAW NO. 1

A by-law relating generally to
the transaction of the business
and affairs of

2438543 ONTARIO INC.
(the "Corporation")

INTERPRETATION

1.01 Definitions - In this by-law, unless the context otherwise requires:

- (a) "Act" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended from time to time or any statute that may in the future be substituted for it;
- (b) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;
- (c) "board" means the board of directors of the Corporation and director means a member of the board;
- (d) "contracts, documents or instruments in writing" includes deeds, mortgages, charges, conveyances, powers of attorney, transfers and assignments of property of all kinds, including specifically but without limitation, transfers and assignments of shares, warrants, bonds, debentures or other securities and all paper writings; and
- (e) "meeting of shareholders" includes an annual meeting of shareholders and a special meeting of shareholders.

1.02 Words and phrases defined in the Act and used in this by-law shall, unless the context otherwise requires, have the same meaning as in the Act.

1.03 In this by-law words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders, and "including" means including, without limitation.

1.04 Interpretation Not Affected by Headings - The insertion of headings in this by-law are for convenience of reference only and shall not affect its construction or interpretation.

MEETING OF DIRECTORS

2.01 Calling of Meetings - Meetings of the board shall be held from time to time, and at such time and at such place as the board, the President or any directors may determine.

- 2.02 Notice of Meetings – The directors may meet on not less than 48 hours' notice, or without notice if all directors are present or if those absent have waived notice of the meeting.
- 2.03 Place of Meetings - Meetings of the board may be held at any place within or outside Ontario and in any financial year of the Corporation it shall not be necessary for a majority of the meetings of the board to be held at a place within Canada.
- 2.04 Participation by Electronic Means - With the unanimous consent of all of the directors present at or participating in the meeting, a director may participate in a meeting of the board or in a meeting of a committee of directors by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director, participating in such a meeting by such means is deemed for the purposes of the Act and this by-law to be present at that meeting. A consent pursuant to this provision may be given before or after the meeting to which it relates and may be a "blanket" consent, relating to all meetings of the board and/or committees of the board.
- 2.05 Quorum – Subject to the Act and the articles, a majority of the directors then in office shall constitute a quorum at any meeting of directors; provided that if the Corporation has only one or two directors, all of the directors must be present at any meeting of directors to constitute a quorum.
- 2.06 Votes to Govern - At all meetings of the board every question shall be decided by a majority of the votes cast on the question; and in case of an equality of votes the chairman of the meeting shall not be entitled to a second or casting vote.
- 2.07 Interest of Directors and Officers Generally in Contract - No director or officer shall be disqualified by his or her office from entering into a material contract or transaction with the Corporation nor shall any material contract or transaction entered into by or on behalf of the Corporation with any director or officer or in which any director or officer is in any way interested in be liable to be voided nor shall any director or officer so entering into a material contract or transaction or being so interested be liable to account to the Corporation for any profit realized by any such material contract or transaction by reason of such director or officer holding that office or of the fiduciary relationship thereby established unless the director or officer shall have failed to provide the notice required or otherwise failed to comply with the provisions of the Act. Subject to certain exceptions provided for in the Act, a director or officer who is a party or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation, shall disclose in writing, or request to have entered in the minutes of any meeting of the board, the nature and extent of his or her interest at the time and in the manner provided by the Act. Any such director shall not vote on any resolution to approve any such material contract or transaction nor attend any meeting where the entering of any such material contract or transaction is being determined, except as otherwise provided by the Act.

SHAREHOLDERS' MEETINGS

- 3.01 Calling of Meetings of Shareholders - The annual meeting of shareholders and any special meeting of shareholders shall be held at such time or times and at such place as the board may determine.
- 3.02 Notice of Meetings – Not less than 10 and not more than 50 days' written notice (exclusive of the day of mailing but including the day of the meeting for which such notice is given) shall be given to

each voting shareholder, director and auditor of the Corporation of any annual or special meeting of shareholders.

3.03 Participation by Electronic Means - A meeting of the shareholders may be held by telephone or other communication facilities. A shareholder who, through these means, votes at the meeting, or establishes a communication link to the meeting, shall be deemed to be present at the meeting.

3.04 Quorum at Shareholders' Meetings - At any meeting of shareholders, a quorum shall be the holders of a majority of the shares entitled to vote at the meeting, present in person, deemed present pursuant to Section 3.03 or represented by proxy.

3.05 Casting Vote - In the case of an equality of votes at any meeting of shareholders the chairman of the meeting shall not be entitled to a second or casting vote.

3.06 One Shareholder - Where the Corporation has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or duly represented constitutes a meeting.

OFFICERS

4.01 Appointment of Officers - The board may annually or as often as may be required by the Corporation, appoint a President, a Secretary, a Chairman of the Board, one or more Vice-Presidents, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. Two or more of such offices may be held by the same person. Such officers shall have such authority and shall perform such functions and duties as may from time to time be prescribed by the board.

4.02 Removal of Officers - All officers shall be subject to removal by the board at any time, with or without cause.

4.03 Chairman of the Board - Unless otherwise determined by the board, the Chairman of the Board (if any) shall, when present, preside at all meetings of the board.

4.04 President - Unless otherwise determined by the board, the President (if any) shall, when present, preside at all meetings of the board in the absence of the Chairman of the Board and at all meetings of shareholders and shall, subject to the authority of the board, be responsible for the general supervision of the business and affairs of the Corporation.

4.05 Vice-President - Unless otherwise determined by the board, the Vice-President (if any), or, if more than one, the Vice-Presidents, shall assist the President in the performance of his or her duties and, in order of seniority as determined by the board, may perform and exercise the powers of the President during the absence or inability to act of the President. If a Vice-President exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto.

4.06 Secretary - Unless otherwise determined by the board, the Secretary (if any) shall give, or cause to be given, all notices required to be given to shareholders, directors, auditors and members of committees of the board and of the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; and shall be the custodian of the corporate seal

of the Corporation, if the Corporation maintains a corporate seal.

4.07 Treasurer - Unless otherwise determined by the board, the Treasurer (if any) shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; and shall render to the board at the meetings thereof, or whenever required, an account of all transactions as Treasurer and of the financial position of the Corporation.

4.08 Additional Duties - From time to time the board may vary, add to or limit the powers and duties of any officer or officers of the Corporation, but, subject to section 184. of the Act, shall not delegate to any officer any of the powers set forth in subsection 127(3) of the Act.

INDEMNIFICATION

5.01 Indemnification of Directors and Officers - The Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or an individual who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his or her heirs and legal personal representatives against all costs, charges and expenses including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal, administrative, investigative or other proceeding in which such person is involved because of that association with the Corporation or other corporate entity, to the extent permitted by the Act.

5.02 Indemnity of Others - Except as otherwise required by the Act, the Corporation may from time to time indemnify and save harmless any individual who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other entity, against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred in connection with such action, suit or proceeding provided that (i) such individual acted honestly and in good faith with a view to the best interests of the Corporation, or the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the Corporation's request; and (ii) with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his or her conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, shall not, of itself, create a presumption that the individual did not act honestly and in good faith with a view to the best interests of the Corporation, or the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the Corporation's request and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had no reasonable ground for believing that his, her or its conduct was lawful.

5.03 Advance of Costs - A Corporation shall advance money to a director, officer or other individual for the costs, charges and expenses of any proceeding referred to in Section 5.01, provided that in the case of an individual who is not a director or officer, such individual shall be required to repay the money advanced to him or her if such individual does not fulfill the conditions set out in subsections

5.02(i) and/or 5.02(ii).

5.04 Right of Indemnity Not Exclusive - The provisions for indemnification contained in the by-laws of the Corporation shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and legal personal representatives of such a person.

5.05 No Liability of Directors or Officers for Certain Acts, etc. - To the extent permitted by law, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director, officer, employee or agent, or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation, or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom or which any moneys, securities or effects of the Corporation shall be deposited or for any loss or damage occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which may happen in the execution of the duties of his or her respective office or in relation thereto unless the same shall happen by or through his or her failure to act honestly and in good faith with a view to the best interest of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Corporation, the fact of his or her being a director or officer of the Corporation shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services. Nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

5.06 Insurance - Subject to the Act, the Corporation may purchase and maintain such insurance for the benefit of those persons described in subsections 5.01 and 5.02 hereof as the board may from time to time determine.

DIVIDENDS

6.01 Dividend Cheques - A dividend payable in cash may be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by ordinary mail, postage prepaid, to such registered holder at the address appearing on the register of shareholders, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at the address appearing on the register of shareholders in respect of such joint holding, or to the first address so appearing if there are more than one. The mailing of a cheque in this manner, unless it is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented by the cheque, plus the amount of any tax which the Corporation is required to and does withhold.

6.02 Non-Receipt of Cheques - If a dividend cheque is not received by the person to whom it is sent, the Corporation shall issue to such person a replacement cheque for a like amount upon such terms as to indemnity and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

BANKING ARRANGEMENTS, CONTRACTS, ETC.

7.01 Banking Arrangements - The banking business of the Corporation, or any part thereof, shall be transacted with such banks, trust companies or other financial institutions as the board may designate, appoint or authorize from time to time and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time and to the extent therein provided.

7.02 Execution of Instruments - Contracts, documents or instruments in writing requiring execution by the Corporation may be signed by any one director or officer of the Corporation and all contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board is authorized from time to time to appoint any officer or any other person on behalf of the Corporation to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by facsimile signature and deliver specific contracts, documents or instruments in writing.

NOTICES - GENERAL

8.01 Notice - Notice to any shareholder, director, officer or auditor of the Corporation for any meeting of shareholders or otherwise, shall be sufficiently given if sent to the last address of the shareholder, director, officer or auditor recorded on the books of the Corporation by delivery, by prepaid ordinary mail, or, by means of facsimile, electronic mail or other method of transmitted or recorded communication. A notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; a notice sent by any means of transmitted or recorded communication shall be deemed to have been given when it is transmitted by the Corporation directly or when it is delivered to the appropriate communication company or agency or its representative for dispatch; and a notice given by personal delivery or by courier shall be deemed to have been given when so delivered to the recipient. No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the shareholders of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any person entitled to receive such notice may at any time waive notice of any such meeting and ratify, approve and confirm any or all proceedings taken or had thereat.

8.02 Notice to Joint Shareholders - If two or more persons are registered as joint holders of any share, notice to one of such persons shall be sufficient notice to all of them. Any notice shall be addressed to all such joint holders and the address to be used by the Corporation shall be the address appearing on the register of shareholders in respect of such joint holding, or the first address so appearing if there are more than one.

SECURITY CERTIFICATES

9.01 Certificates - Subject to Section 9.02, every holder of one or more securities of the Corporation shall be entitled, at his or her option, to a security certificate, stating the number and class or series of securities held by him or her as shown in the securities register. Such certificates shall be in such form as the board may from time to time approve and need not be under the corporate seal. Unless otherwise ordered by the board, any such certificate shall be signed manually by at least one of the directors or officers of the Corporation.

9.02 Uncertificated Securities - Unless otherwise provided in the articles, the board may provide by resolution that any or all classes and series of shares or other securities shall be uncertificated securities, provided that such resolution shall not apply to securities represented by a certificate until such certificate is surrendered to the Corporation.

MISCELLANEOUS

10.01 Invalidity of any Provisions of this By-law - The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

10.02 Shareholders' Agreement - All the provisions of By-law No. 1 and all other by-laws of the Corporation in force from time to time shall be subject to the provisions of any shareholders' agreement which may be entered into by the shareholders of the Corporation and approved and adopted by the Corporation from time to time (such shareholders agreement, as amended from time to time, being referred to herein as the "Shareholders Agreement"). In the case of any inconsistency between any matter or thing provided for or contemplated in the Shareholders Agreement and any provision of By-law No. 1 or of any other by-law of the Corporation in force from time to time, the provisions of the Shareholders Agreement shall prevail and By-law No. 1 and the other by-laws of the Corporation shall be and shall be deemed for all purposes to be amended accordingly.

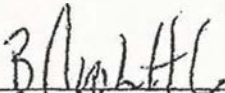
10.03 Purpose of the Corporation - The Corporation shall only carry on activities which provide a benefit to people of the Haudenosaunee. For the purpose of this provision, benefit shall include, but not be limited to:

- i. the preservation, furtherance and enhancement of the culture, language and ceremonies of the Haudenosaunee;
- ii. the promotion and protection of the education, health and over-all well-being of the Haudenosaunee; and

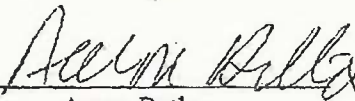
iii. the 8 points of jurisdiction

- | | |
|------|-------------------------------|
| 1st. | The Great Law and its Laws |
| 2nd. | Our Treaties |
| 3rd. | Installation of Chiefs |
| 4th. | Maintenance of our Ceremonies |
| 5th. | Our Land |
| 6th. | International Relationships |
| 7th. | Membership |
| 8th. | Justice and Law |

MADE as of the 20th day of October, 2014.



President - Brian Doolittle

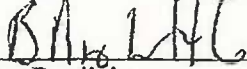


Secretary - Aaron Detlor

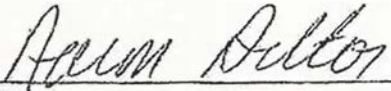
RESOLVED that the foregoing By-law No. 1 is made a by-law of the Corporation.

The undersigned, being all of the directors of 2438543 Ontario Inc., sign the foregoing resolution.

DATED as of the 20th day of October, 2014.



Brian Deolittle



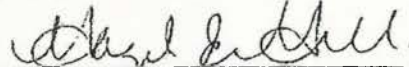
Aaron Detlor

RESOLVED that the foregoing By-law No. 1 is confirmed.

The undersigned, being the sole voting shareholder of 2438543 Ontario Inc., signs the foregoing resolution.

DATED as of the 20th day of October, 2014.

HAUDENOSAUNEE DEVELOPMENT
INSTITUTE, in trust

Per: 

Name: HAZEL E. HILL
Title: DIRECTOR.

I have authority to bind the Corporation

TAB 2



Six Nations based HCCC/HDI are not the government of the Haudenosaunee

Editorial Opinions · October 5, 2022 · Views 2543 · Comments off

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Across Ontario, Quebec and the United States there are a total of 15 communities occupied by the Mohawk, Oneida, Seneca, Cayuga, Onondaga and Tuscarora people – aka the Haudenosaunee.

In September, the federal government released new band membership data. The following totals include the people from 20 different Indian bands, representing seven reserves in Ontario and Quebec: Six Nations of the Grand River – 28,279; Mohawks of Akwesasne – 13,205; Oneida Nation of the Thames – 6418; Tyendinaga Mohawk Territory – 10,700; Wahta Mohawk Territory – 895; Mohawks of Kahnawake – 11,504 and Mohawks of Kanesatake – 2,867.

A total of 73,868 people north of the US border are registered as members of a Haudenosaunee-identifying band.

On the states side there are nine bands identified representing the Haudenosaunee people of nine different reservations. The tribal enrolment data is not as up to date for those communities but the most recent numbers show the following enrolments.

In New York State the communities and their tribal membership are as follows: Allegany – 1020; Cattaraugus – 693; Oneida – 1000; Onondaga – 2244; St. Regis – 3314; Tonawanda – 700, Cayuga Nation – 450 and Tuscarora – 1,152.

In Wisconsin there is one reservation, home to the Oneida Tribe of the Indians of Wisconsin totalling 21,321 Haudenosaunee people.

Oklahoma also has one reservation, home of the Seneca-Cayuga Nation of Oklahoma with a tribal membership of 5,059.

In the United States there are 43,790 enrolled tribal members of Haudenosaunee-identifying communities.

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HDI and lawyer Aaron Detlor co-owners luxury condo in downtown Toronto
Records show over \$45,000 in taxes charged, community complains
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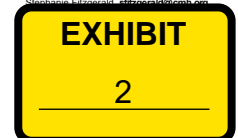
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Our future is one of hope. As values-based organization, creating a diverse, equitable and inclusive environment at the beginning of a five-year journey to reimagine Cambridge and North Dumfries. We will do so by equity, prioritizing partnerships, reimagining community increasing joy in work and sustaining financial health.

We are looking for energetic and committed individuals whose voices of our community shape our hospital's priorities. If you are reading this, you may just need.

Please share your interest by March 10, 2023 at info@cmhfoundation.ca

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Stephanie.Edwards@cmhfoundation.ca



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Altogether, the current number of Haudenosaunee-enrolled humans in Ontario, Quebec and the United States tallies up to 117,558.

Now of course there are discrepancies to that total: there are duplicates, registered in both the US tribal communities and on the band lists in Canada. There are also non-registered Haudenosaunee people who have no affiliation with any reserve or band. However, the majority of Haudenosaunee-identifying people are included in those populations listed.

Last month, the Haudenosaunee people were informed that the Haudenosaunee Confederacy Chiefs Council and the Haudenosaunee Development Institute, are seeking to step in as an intervener in the Six Nations land claim proceedings – claiming that it is the government of the Haudenosaunee of Ontario, Quebec and the United States.

At first, it seemed like the battle lines were being drawn in the sand. A collective groan of “here we go again” seemed to echo across the grassroots community here at Six Nations in the ever spinning saga of hereditary vs elected leaders.

Some people were outraged, some irritated, others were fed-up and some felt concern that perhaps its time for the grassroots people to stand up again and remind the hereditary leaders what their responsibilities are.

The Haudenosaunee people are not represented by the HCCC. Nor are they represented by the HDI. Nor are they represented by the pair’s provincial incorporation 2438543 Ontario Inc.

For those who don’t know, that numbered company is the HCCC. They say it isn’t, but on their incorporation documents that numbered Ontario company has been tasked with overseeing HCCC’s “8 points of jurisdiction” and the corporation was divided into 50 Haudenosaunee hereditary titles. You can Google it.

The current collective calling themselves the confederacy council here at Six Nations are not the age-old Confederacy they claim to be – but rather a provincially incorporated copycat image of our traditional governance model the Haudenosaunee were used to when we used to be a functioning Confederacy in the US, prior to our flee north. Within the Haudenosaunee communities, this is known as fact.

For a while it seemed like this latest move was another step hereditary leaders were consenting HDI to take, over and above the people, to subjugate everyone beneath the word of the HCCC.

But if you look at the population numbers in the Haudenosaunee world – and consider the diverse cultural and geographic representation that the 15 Haudenosaunee communities HDI is claiming they and the HCCC represent – it’s clear this is another preposterous falsification of their authority over the Haudenosaunee people and the lands we all, collectively, hold ancestral connections to.

They have gotten so bold in their fraudulent representation of Six Nations that they even held a press conference about their mission and told us all what they were doing.

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 “Education for Reconciliation: Rebuilding Stronger and with Intentionality”
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 For more details and updates, please visit us at indigenous.uwo.ca

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 Six Nations Wildlife and Stewardship Office wants your input and wisdom for our 2023 Bird and Bat Research Surveys

Come share your knowledge about bird and bat species on the reserve!

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No one is allowed to build anything on territory HDI claims belongs to the HCCC, unless they pay HDI.

Those who don't participate in this system are threatened with protests from people, many of whom aren't even Six Nations residents or Haudenosaunee people at all, people who don't actually represent the feelings of the Six Nations people, but rather are in some kind of relationship with HDI, supporting them.

The claim, by at least one of the HCCC's reps, Jock Hill, is that this is all about the environment. "We have environmental concerns, that is why we are doing this," he told a group of reporters earlier this summer.

And yet, when the City of Hamilton was behind the gun to clean up actual human waste from waterways that fall under the territory that HDI claims is under HCCC's jurisdiction – HDI went into full PR mode. Sending "protesters" to go and stop the work along the creek, notifying newspaper reporters they were on the move, and sending their legal adviser/director Aaron Detlor around to Hamilton's radio stations to "warn residents" that there "may be disruptions to travel" in the city because Hamilton wouldn't work with HDI.

In truth the city of Hamilton would later respond by saying they tried to work with HDI but were unable to deliver on HDI's demand – seeking the city make a change to provincial law.

The result of this and other PR stunts the HDI has pulled has been a constant embarrassment for the people of Six Nations. In this latest situation in particular. Why would anyone want to delay and threaten the cleaning up of human waste from a waterway? Least of all actual land defenders and water protectors? It is bad governance and making a mockery of all the work land defenders and water protectors are doing here at Six Nations and on other front lines.

Yet, Aaron Detlor appears – HDI's legal adviser/president/lawyer for/director/cheque-signer – standing alongside the water in Hamilton, directing workers to stop cleaning the water.

What about those, 'we-have-environmental-concerns' statements made by the chiefs earlier this year?

The people of Six Nations know the game HDI has been playing. And that is part of the reason the hereditary chiefs and the HCCC don't have the community support they should have, the support they claim to people off the territory, that they do have.

HDI has been really good in the past at muddying the waters in the public eye, playing the media and non-indigenous populations for creating an optics nightmare.

The narrative is this: those who don't pay HDI to participate face threats of protests.

We can confirm our direct experience that within the community, local media who don't sing the HDI's praises get totally stonewalled.

Residents on the territory who don't support the HCCC/HDI mission are bullied, labelled as treasonous outliers, in support of colonization and otherwise made to feel they are social pariah's and uninvited to traditional ceremonies.

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ALL playoffs set to begin this weekend
March 29, 2023

Join the Board of Directors of Joseph Brant Hospital

Joseph Brant Hospital (JBH), located in Burlington, is a full service Academic Community Teaching Hospital, in conjunction with McMaster University, serving more than 185,000 residents in the communities of Halton and Hamilton. JBH is also a partner member of the Burlington Ontario Health Team.

To complement the existing Board of Directors' skillset, the Board is interested in leaders who possess these core competencies: Leadership, Governance Experience, Systemic Thinking, Reflective of Diverse Community, Governance Designation or equivalent as well as either of the following experience profiles:

- Experience in systems/enterprise transformations with an emphasis on implementation of a digital strategy, or
- an emphasis on implementation of a Diversity, Equity & Inclusion (DEI) strategy.

BOARD CANDIDATES EXPERIENCE & QUALIFICATIONS:
The hospital is seeking to recruit up to two new Board members who will reflect the hospital's needs and aspirations with respect to knowledge, attributes, competencies and experience. The ideal Board candidate will possess demonstrated leadership and governance experience and a commitment to our Vision, Mission and Values. The candidate will be a systems thinker, reflective of the diverse community JBH serves, has previous Board governance experience, has or is working towards a Chartered Director or Institute of Corporate Directors designation or equivalent which will be considered an asset.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@josephbranthospital.ca.

Visit josephbranthospital.ca/BD for more information and application forms.

An Information Session will be held via Zoom on **Thursday April 6, 2023 @ 4:00-5:30pm**. Please RSVP to board.candidates@josephbranthospital.ca.

Join the Board of Directors of Joseph Brant Hospital as a Community Representative

Joseph Brant Hospital (JBH), located in Burlington, is a full service Academic Community Teaching Hospital, in conjunction with McMaster University, serving more than 185,000 residents in the communities of Halton and Hamilton. JBH is also a partner member of the Burlington Ontario Health Team.

To complement the existing committee skillset, the Board is interested in an individual who has skills/experience as a CPA or a C-Suite level. Experience or knowledge of health care sector accounting concepts would also be beneficial.

COMMUNITY REPRESENTATIVE EXPERIENCE & QUALIFICATIONS:
The hospital is seeking one Community Representative to serve on its Finance & Audit Committee of the Board. The ideal candidate will be a member of the community and well served by JBH with demonstrated commitment through participation in community endeavours, whether as a Board member or in a volunteer capacity.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@josephbranthospital.ca.

Visit josephbranthospital.ca/BD for more information and application forms.

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The HCCC having gone so far as to write letters and make public notification that certain individuals within the community, who publicly criticized HDI, are no longer a part of the Haudenosaunee world. They have ex-communicated (aka dehorned) chiefs who disagree with HDI's methods and ostracized entire families from accessing ceremonies as a form of social punishment for daring to speak out in disagreement with their choices.

At the same time: non-indigenous people looking for some kind of authentic indigenous experience or clout for their own campaigns (read: municipal councillors from Hamilton or Guelph, who to be fair may not know any better) are brought in and given access to the HDI/HCCC — receiving praise or honour for being an “ally” — while at the same time silently securing the “othering” HDI/HCCC has engaged on those who don't support their political or religious ideals.

It is the very definition of colonial violence, under the disguise of decolonization.

The HCCC's corporation has been compensated millions in development dollars and none of those dollars have been publicly accounted for. Ever. There is no public listing of who has signed what deals. And when details of agreements have been revealed, as was done by TRT reporting, they go even deeper into secrecy and word has it, have been insisting proponents sign NDA's.

Not to mention the lands and properties the HDI has purchased with those dollars, for who knows what purpose. Details surrounding those actions haven't been disclosed to the community.

How can you claim to be an arm of the government and have no public accountability measures in place?

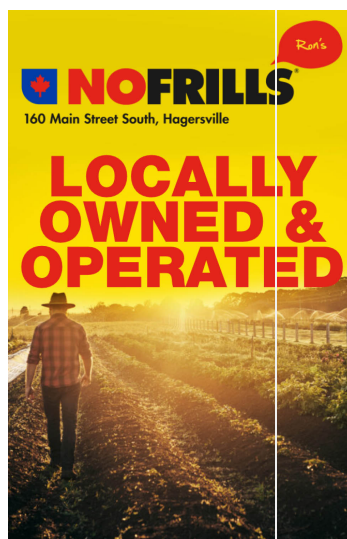
The situation is so bad that the elected council has been openly sharing in their live-streamed council meetings when they've asked HCCC and HDI to financially contribute to projects. To date, no contributions have been invested into Six Nations for infrastructure from those millions that have been collected by HDI.

Here's the thing: everyone knows what's up. But the PR game is so strong, and non-native people and communities are the ones being targeted and they're so scared of being framed by protesters and media as opposing indigenous land rights or something that no one is doing anything effective to stop what HDI is doing. Folks have tried, but it requires Six Nations people themselves, or Six Nations elected government to stand up and call a spade, a spade. And so far, the looming PR disasters for non-indigenous communities aren't worth the fight to oppose HDI — and neither has the cost of “othering” been from within the community.

It is again, colonial violence, under the disguise of decolonization.

And soon, HDI is going to walk into a federal courtroom and test out their rhetoric at convincing a judge that they are acting on behalf of the whole Haudenosaunee world. Not just Six Nations.

It's going to be interesting. What will ten years of failed lawsuits and PR stunts turn out in a federal courtroom? If they represent all the Haudenosaunee across our communities — why didn't they seek to intervene in the Wahta's settlement or in Tyendinaga Mohawk Territory?



Editorial



Department of Indian Affairs and white colonizer meddling in...
April 5, 2023

Letter to the Editor



OPINION: She:kon community leaders, band council, Chief Hill...
April 20, 2022



Letter to the Editor: Federal Election 2021
September 22, 2021



Letter to the Editor, RE: Father's Day Golf Event 2021
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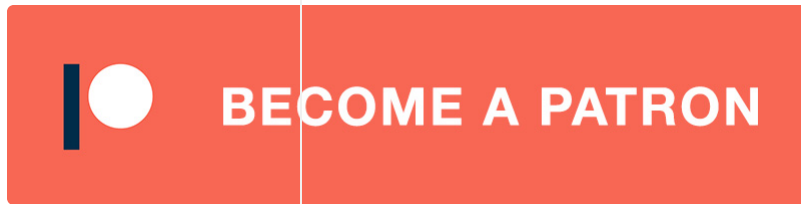
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The communities states-side have their own governance struggles going on. What will they say to being informed they are under the jurisdiction of the HCCC/HDI – a collective of people hundreds of miles away from their territories where they have no representation at all?

HCCC and HDI have grossly underestimated how much the Haudenosaunee people value their autonomy. It's one thing when an organization puts up a front and a non-indigenous developer falls for the con. But it is another situation entirely to declare HDI/HCCC lord over and above the rest of the Haudenosaunee people on earth. And any federal court that would consent to HDI declaring this kind of lordship over the people of Six Nations would be committing a miscarriage of justice.



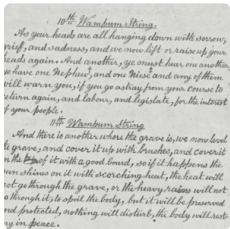
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Department of Indian Affairs and white colonizer meddling in the writing of the...

Editorial April 5, 2023 • Comments off

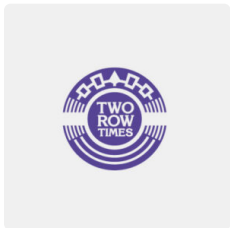
One of the first colonizers that wanted the Great Law to be written down and the Confederacy system to be "modernized" was Indian Affairs Superintendent...



The Great Law story of condolence as told by Seth Newhouse

Editorial March 29, 2023 • Comments off

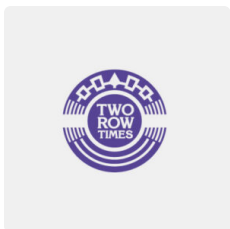
HDI's land claim challenge includes an affidavit by historian Rick Hill that says the Seth Newhouse version of the Great Law is rejected. Early documents...



Non-Haudenosaunee lawyers at front lines of Haudenosaunee treaty rights...

Editorial March 22, 2023 • Comments off

Two Row Times received a joint statement from the Haudenosaunee Confederacy Chiefs Council and the Haudenosaunee Development Institute on Thursday. Th...



HCCC Chief draws a blank on-air, former HDI member says money goes to HCC...

Editorial March 1, 2023 • Comments off

Last week, the CBC Radio's Metro Morning made space on their platform to bring forward the story of the Haudenosaunee Confederacy Chiefs Council opposing...

HDI damaging the political and legal outcomes for all indigenous people

Editorial February 22, 2023 • Comments off

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HDI lawyer accused of overcharging clients

Local News Jim Windle • May 6, 2015 • Views 338 • Comments off Share

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File Photo: Aaron Detlor

SIX NATIONS – Documents obtained by the *Two Row Times* indicate HDI lawyer Aaron Detlor was investigated by an elected band council he was working for in northern Ontario, after that band suspected the lawyer was over charging them.

Chief Steven Miller, of the Atikameksheng Anishnawbek First Nation (AAFN), formerly known as Whitefish Lake First Nation, started questioning Detlor's payment demands for work, supposedly done on his Nations' behalf, and ordered an independent report from a third party law firm to evaluate two of Detlor's lucrative retainer agreements.

At the end of October 2011, Chief Miller retained the services of Solmon Rothbart Goodman LLP to review the retainer and subsequent sundry accounts related to Detlor's legal activities on behalf of his Nation, over several years.

James P. McReynolds prepared the report on behalf of Solmon Rothbart Goodman LLP after reviewing several documents and other evidence that involved Detlor's business practices.

The investigation concluded that the AAFN appears to have been massively overcharged for questionable work done on the band's behalf.

According to the report, since being retained by the AAFN in 2003 Detlor was paid close to \$1.4 million in fees, many of which were highly unethical, if not illegal.

McReynolds began his investigation by reviewing two retainer agreements between AAFN and Detlor. One is dated June 1, 2009 and the other, June 10, 2010.

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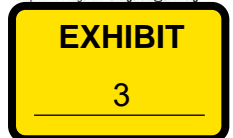
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We are looking for energetic and committed individuals the voices of our community shape our hospital's priorities. If you are reading this, you may just need.
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Stephanie Fitzgerald: sfitzgerald@cmh.org



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The 2009 retainer was for legal help relating to that Nations' Timber Claim dating back to 1886. Detlor was to be paid \$10,000 per month plus a "success fee" of 6.5% of any moneys obtained as a result of the Timber Claim.

However, the band was charged an additional \$225,000 over and above his monthly salary for "expert reports" relative to the claim over one year.

Detlor indicated to his clients that he anticipated a settlement of between \$13M and \$17M should they win, which would translate into an estimated \$845,000 to \$1.15 million – plus all travel and sundry expenses over and above his lucrative monthly retainer fees.

In 2010, a second retainer was entered into which was to have lasted until June of 2012. It was during this time frame, while Detlor was still under that retainer, that Chief Miller launched the third party investigation into the validity of Detlor's expenses and actual work executed on their behalf.

Under the newer agreement, Detlor was to negotiate a Boundary Claim associated with the Timber Claim. For this he was retained for \$14,000 per month and AAFN was to pay 100% of Detlor's disbursements and expenses. The retainer agreement, which McReynolds believes was drafted by Detlor himself, also stated that although his services could be withdrawn at any time, he would require a 10-month advance notice in writing, to do so.

Regarding the 10 month written notice, McReynolds points out that the enforcement of this clause would require AAFN, in the event that it had completely lost confidence in Detlor, to continue to maintain him in a position of fidelity and trust for 10 months while paying his retainer fees and expenses.

"It is questionable whether a court of competent jurisdiction would enforce this clause," says McReynolds.

"It is not unheard of for a lawyer to be paid a fixed monthly rate," the McReynolds report says. "This is often the case for in-house council who act as employees of the companies for which they work. However, those employees are rarely afforded 'success fees' and the employer has an exclusive claim upon the lawyer's time."

Nowhere in either retainer does it say that Detlor would not work for anyone else during the life of the agreements, or that he would give the AAFN his top priority, as is usually required.

The report indicates that Detlor actually worked for four separate First Nations simultaneously, one of which was Six Nations of the Grand River Territory. Details of those other agreements were not part of McReynolds report.

There were allegations made by Chief Miller of late or nonexistent reports, and bills that did not match filed time dockets provided to AAFN, and that they had no copies of the documents filed with the court on their behalf, as well other problems in communication.

McReynolds reported to Chief Miller and council that in 2011, when Detlor had charged the AAFN more than \$4,000, a total of 14 hours at \$290 per hour, to attend a conference. The report states Detlor also presented identical bills on behalf of three

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other First Nations, quadruple billing those communities for attending the same meeting.

According to Chief Miller, Detlor was not instructed to attend this conference on their behalf.

"The attendance at the June 3, 2011 conference and subsequent billing do not represent best practices for lawyers," said McReynolds in his report. "Lawyers owe clients a fiduciary duty of absolute honesty and complete disclosure. The purported performance of a joint retainer on behalf of four First Nations is also problematic. The lawyer should not be purpcting to charge 100% of his fees to each of his clients simultaneously for the same period."

McReynolds goes on to report to the AAFN that joint retainers usually will at some point turn into conflict of interest. He also explains that Detlor's "success fee" over and above his well-paid regular fees and expenses in this case is unusual at best.

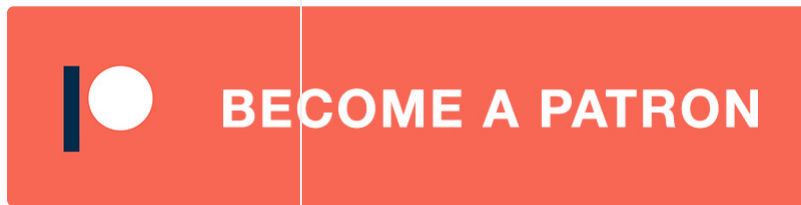
"A lawyer is supposed to put his client first," says McReynolds. "When a lawyer is negotiating a major fee agreement with his or her client, however, the lawyer is negotiating on his own behalf and in his own interest, not the client."

He states that if a lawyer was looking out for the best interests of the client, he or she should advise the client against entering into a success fee in such circumstances.

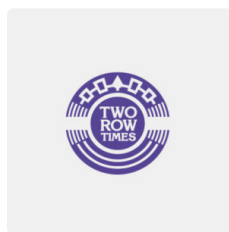
"If it is in fact the case that there was no clear direction by Mr. Detlor for AAFN to obtain legal advice prior to executing the retainer agreement," states McReynolds, "Then it is possible that a court of competent jurisdiction could find that Mr. Detlor breached his fiduciary duty to AAFN in failing to give such advice."

As far as Detlor's travel is concerned, Reynolds says, "It is not fair to expect our clients to pay at our full rate when we are performing non-legal services, such as travel. There is no indication in the retainer agreement of any sort of "travel discount".

Attempts to reach Detlor for comment on the report were not returned and details of the agreement signed between Detlor and the HCCC have not been made public.



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Visit josephbranthospital.ca/BJD for more information and application forms.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@josephbranthospital.ca.

An Information Session will be held via Zoom on **Thursday April 6, 2023 @ 4:00-5:30pm**. Please RSVP to board.candidates@josephbranthospital.ca.

TAB 4



Davey v. Hill Court File 16-58391 (Hamilton) Certification Motion

Begin forwarded message:

From: Victoria Pileggi <victoria@kaufman.law>
Subject Davey v Hill Court File 16 58391 (Hamilton) Certification Motion
Date: June 28, 2022 at 2:58:55 PM EDT
To: Susan.Kartalianakis@ontario.ca, david@shillers.com
Cc: Jeffrey Kaufman <jeff@kaufman.law>

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

Jeffrey Kaufman



Jeffrey Kaufman Law
Professional Corporation
15 Prince Arthur Ave., Suite 200
Toronto, ON, M5R 1B2
jeffkaufmanlaw@gmail.com

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EXHIBIT

4

TAB 5

(i)
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ONTARIO COURT OF JUSTICE

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Re-
Examination

EXHIBITS

EXHIBIT NUMBER

ENTERED ON PAGE

REASONS FOR SENTENCE

1

Transcript Ordered: April 3, 2018

Transcript Completed: April 17, 2018

Ordering Party Notified: April 17, 2018

EXHIBIT
5

FRIDAY, OCTOBER 20, 2017

...PROCEEDINGS RECORDED BUT NOT TRANSCRIBED

REASONS FOR SENTENCE

BOURQUE, J. (Orally):

I am dealing finally with the final chapter in a matter which started several months ago and we have met some seven or eight times now in this courtroom dealing with this particular matter and we come to the conclusion. After hearing all the evidence and after considering this matter, I have delivered my judgment today. I have found both of these defendants guilty of the charge of simple assault.

For the purpose of passing sentence, I will make comments with regard to each of these defendants, but it is my opinion that both should be treated the same as their level of involvement in the matter is the same and indeed their community ties, their personal circumstances and indeed their concern for their people was more than evident throughout the process of this particular trial. So I will consider them both the same.

And what is implicit in my judgment in this matter that while I had some understanding, not as much as I would like to have, notwithstanding the valiant effort of our expert witness on governance, to bring me up to speed, I think I hopefully achieved a much, not just a much better

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Reasons for Sentence - Bourque, J.

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understanding than I had ever had before, but hopefully some understanding and mainly of the concern that the Haudenosaunee people have for their ties to the land and their feelings of community that derives from their common feelings towards the land. I find that the discharge is in the interest of the specific defendants. I do I find that while I have made a finding that both of these people crossed the line, so to speak, in terms of what is acceptable behaviour in these circumstances, I also made the finding that in carrying out their purpose it was the most minimal level of force of violence that probably could have happened in the circumstances. They go forward with not only the specific issues I take into account that they both have previous records, one entry each, some 17 to 23 years ago. And in that sense I give it no weight in coming to my disposition. There is no absolute bar to providing a discharge to someone who has a previous finding of guilt or indeed a previous conviction. The world wonders two questions with just that single entry why convictions were entered and indeed why they were not given advice subsequent to apply for pardons. In any event, they are there, I state that because of the length of time, I give them very little weight in the consideration that I have. I also make the same finding, that is that I have found that I accept and I give great weight to the Crown's submissions in this particular matter, because I think it was the essence of the Crown's

submission was that there must be some statement given probably for general rather than specific deterrence with regard to this matter.

I repeat, the off-stated quotations about a discharge, I must find that the discharge is in the interest of the specific defendants. I do make such a finding.

With regard to the public interest, I find that with regard to the very specific circumstance of this particular case, and the very specific circumstances of the wider issues, which are being faced by the Haudenosaunee people as they go forward with not only the specific issues which may have led to this particular outburst, but indeed the issues of their people as a whole and, again, their continuing and future ties to the land.

I feel that first of all with regard to these particular individuals, I find no necessity for any further statement that any further punishment need be given to them individually, other than this finding of guilt and a statement that this action of theirs went beyond the line.

With regard to the wider community, I also make the same finding, that is that I have found that they have stepped over the line. I think that in many ways is a sufficient statement. If there would be others who would take such action, they

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now know that the courts in this province do not find that acceptable behaviour. And therefore, I find that with regard to this specific matter, with regard to this specific dispute, with regard to these specific individuals, I can find no reason why they should not be given a discharge and I do grant them a discharge.

The only final issue to be decided is are there any conditions which should be put upon it? And as I review this matter and while this was a very unpleasant day for Mr. Detlor and which he has my extreme regard and sympathy, I do take into account in this matter that it is over a year since it had happened, that there does not appear to be any issues for which anybody need fear for violence to their person. There are clearly issues which Mr. Green and Mr. Monture would wish to take a forceful or lesser amount, a stance, with regard to these issues and these issues will involve attending meetings, attending community meetings, being part of their group, being forward in the community and it would not be my wish to impose a sentence which would in any way impair their ability to continue to take part in the necessary affairs of their people. They know now in a way that perhaps they did not know then, of the limits of their ability to voice their objections and concerns. I do not wish, however, to silence them. I wish them to be free to voice their concerns as they see fit.

5
So in that regard and it is not always done, but it is not that unusual, I think in all the circumstances of this case, I feel that there is no reason for general or specific deterrence, nor do I feel there is a need for specific protections for anyone or anything, I therefore grant them the discharge absolutely to both of these men.

10
And finally, it used to be many years ago that when I said absolute discharge people could simply leave the courtroom and that is the end of it, but we have a thing called a victim fine surcharge. Do they need more than 90 days within which to satisfy that, Mr. Furgiuele?

15
MR. FURGIUELE: I don't believe so, Your Honour.

(Date) THE COURT: All right, 90 days within which to pay the victim fine surcharge. And before I finish today, I want to specifically thank both of the counsel in this particular matter in the very professional way they have handled it, both Crown and defence. In my opinion, they not only have acted in a way which is in the best traditions of the bar, I believe that they have acted in a way which is a benefit to all the communities in this area and I thank both of you very much. And I will retire, Justice Baker is going to return to continue with court today. Thank you very much.

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...END OF EXCERPT AS REQUESTED

FORM 2
Certificate of Transcript
Evidence Act, Subsection 5(2)

I, Nimrod Jenikovszky, certify that this document is a true and accurate transcript of the recording of R. v. Green and Monture in the Ontario Court of Justice, held at 44 Queen Street, Brantford, Ontario, taken from Recording(s) No. 0211_2_20171020_095357__6_BOURQUP, which has been certified in Form 1.

(Date)

(Signature of authorized person)

Nimrod Jenikovszky
ACT ID: 4069134316
1-855-443-2748
njeniktranscripts@vptranscription.com

TAB J

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Court File No. CV-18-594281-0000

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 HAUDENASAUNEE DEVELOPMENT INSTITUTE (AARON
DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE

HAUDENASAUNEE CONFEDERACY CHIEF'S COUNCIL, ON

BEHALF OF THE HAUDENASAUNEE CONFEDERACY

Moving Party

--- This is the Continued Cross-Examination of
AARON DETLOR, on his affidavits affirmed August 31,
2022, February 6, 2023, and February 8, 2023,
respectively, taken via Neesons, a Veritext
Company's virtual Zoom platform, with all
participants attending remotely, on the 24th day of
March, 2023.

82	<p>1 -----</p> <p>2 A P P E A R A N C E S:</p> <p>3 IRIS ANTONIOS, Esq., for the Plaintiff</p> <p>4 GREGORY SHEPPARD, Esq.,</p> <p>5 &</p> <p>6 ROBERT JANES, Esq.,</p> <p>7</p> <p>8 TANIA MITCHELL, Esq., for the Defendant,</p> <p>9 SARAH KANKO, Esq., Attorney General of</p> <p>10 MYRA SIVALOGANATHAN, Esq., Canada</p> <p>11 KATRINA LONGO, Esq.,</p> <p>12 OWEN YOUNG, Esq.,</p> <p>13 HASAN JUNAID, Esq.,</p> <p>14</p> <p>15 DAVID TORTELL, Esq., for the Defendant,</p> <p>16 DAVID FELICIANT, Esq., His Majesty the King</p> <p>17 In Right of Ontario</p> <p>18</p> <p>19</p> <p>20 TIM GILBERT, Esq., for the Moving Party,</p> <p>21 THOMAS DUMIGAN, Esq., Haudenosaunee</p> <p>22 COLIN CARRUTHERS, Esq., Development Institute</p> <p>23</p> <p>24</p> <p>25</p>	84
83	<p>1 A P P E A R A N C E S (Cont'd):</p> <p>2 LIAM GERRY, Esq., for the Intervenor,</p> <p>3 The Men's Fire of the</p> <p>4 Grand River Territory</p> <p>5</p> <p>6 Also Present: Tayler Hill</p> <p>7 Lonny Bomberry</p> <p>8 Shawayne Lawrence-Williams,</p> <p>9 Student-at-Law</p> <p>10 Eric Fram, Student-at-Law</p> <p>11</p> <p>12</p> <p>13</p> <p>14 REPORTED BY: Deana Santedicola, RPR, CRR, CSR</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Job No. ON5798052</p>	85

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The following list of undertakings, advisements and refusals is meant as a guide only for the assistance of counsel and no other purpose

I N D E X O F U N D E R T A K I N G S

The questions/requests undertaken are noted by U/T and appear on the following pages: [None]

I N D E X O F A D V I S E M E N T S

The questions/requests taken under advisement are noted by U/A and appear on the following pages: 110:8, 120:23, 131:17, 132:3, 132:8

I N D E X O F R E F U S A L S

The questions/requests refused are noted by R/F and appear on the following pages: 92:13, 110:17, 111:2, 124:23, 125:3, 125:22, 126:1, 126:20, 127:7, 127:19, 127:24, 128:4, 128:9, 128:17, 129:5, 129:12, 129:23, 130:3, 130:19, 130:24, 131:4

I N D E X O F E X H I B I T S

NO.	DESCRIPTION	PAGE/LINE NO.
4	Exh. 6 Notice of Examination for Aaron Detlor, sent February 21st, 2023.....	89/8

I N D E X O F L E T T E R E D E X H I B I T S

LETTER DESCRIPTION	PAGE/LINE NO.
Exh. A Letter dated January 30, 2022 from McCarthy Tetrault to Aaron Detlor.....	127/12
Exh. B Email from Aaron Detlor to the Law Society of Ontario, Metrolinx and others, dated December 16, 2022.....	128/21
Exh. C Article in Two Row Times titled "Video shows HDI lawyer Aaron Detlor ramming car into fence", dated February 21, 2023.....	130/7

86	<p>1 -- Upon commencing at 10:01 a.m.</p> <p>2</p> <p>3 AARON DETLOR; UNDER PRIOR AFFIRMATION.</p> <p>4 CROSS-EXAMINATION BY MS. ANTONIOS:</p> <p>5 276 Q. Mr. Detlor, you understand, as</p> <p>6 your counsel just said, a continuation of your</p> <p>7 cross-examination from Monday?</p> <p>8 A. Confirmed.</p> <p>9 277 Q. And you previously affirmed to</p> <p>10 tell the truth?</p> <p>11 A. Correct.</p> <p>12 278 Q. And you have not spoken with</p> <p>13 anyone about your evidence since Monday?</p> <p>14 A. No.</p> <p>15 279 Q. Either the evidence you gave or</p> <p>16 the evidence you intend to give?</p> <p>17 A. No.</p> <p>18 280 Q. And you are again located at the</p> <p>19 offices of your lawyers, Gilbert's?</p> <p>20 A. Correct. But just to clarify, I</p> <p>21 didn't give -- I haven't spoken with anyone about</p> <p>22 anything in my affidavit, but I don't know what</p> <p>23 questions you are going to ask, so I can't presume</p> <p>24 to know what evidence I am giving today.</p> <p>25 281 Q. Is there anyone else in the room</p>	88	<p>1 your affidavits in front of you today?</p> <p>2 A. I have a computer in front of me.</p> <p>3 I have my affidavit of August 31st, 2022 contained</p> <p>4 in the Second Supplementary Motion Record of HDI.</p> <p>5 I have the Responding Motion Record of</p> <p>6 HDI dated February 6th, 2023, and my Counsel has</p> <p>7 kindly tabbed my Affidavit of February 6th, 2023.</p> <p>8 And I also have the Fourth</p> <p>9 Supplementary Motion Record of HDI dated February</p> <p>10 8th, 2023, which contains therein the Supplementary</p> <p>11 Affidavit of Aaron Detlor affirmed February 8th,</p> <p>12 2023.</p> <p>13 287 Q. Thank you. And on the screen,</p> <p>14 nothing other than the video you are looking at now</p> <p>15 on your laptop screen?</p> <p>16 A. Correct.</p> <p>17 288 Q. And no mobile phones with you?</p> <p>18 A. Correct. Well, it is at the other</p> <p>19 end of the table. I will move it across the other</p> <p>20 side of the table.</p> <p>21 289 Q. That is fine, sir. Just make sure</p> <p>22 it is off. And no other notes?</p> <p>23 A. No.</p> <p>24 290 Q. Mr. Detlor, our office sent a</p> <p>25 Notice of Examination for you to your lawyers on</p>
87	<p>1 with you apart from Mr. Gilbert?</p> <p>2 A. Yes, there are.</p> <p>3 282 Q. And can you please let me know</p> <p>4 who?</p> <p>5 A. Thomas Dumigan and Colin</p> <p>6 Carruthers.</p> <p>7 283 Q. Anyone else?</p> <p>8 A. No.</p> <p>9 284 Q. Sorry, I didn't hear you, sir.</p> <p>10 A. No.</p> <p>11 285 Q. If you can just raise your voice a</p> <p>12 little bit.</p> <p>13 And in terms --</p> <p>14 MR. GILBERT: It doesn't move.</p> <p>15 MS. ANTONIOS: Pardon me?</p> <p>16 MR. GILBERT: I just said it doesn't</p> <p>17 move. He tried to move the microphone in the room,</p> <p>18 and it is fixed to the table.</p> <p>19 MS. ANTONIOS: Understood.</p> <p>20 MR. GILBERT: So we are just going to</p> <p>21 have to raise our voice. Otherwise, I don't know</p> <p>22 what to do.</p> <p>23 BY MS. ANTONIOS:</p> <p>24 286 Q. And, sir, do you have anything</p> <p>25 other than the Motion Records on this motion and</p>	89	<p>1 February 21st, 2023. You are aware of that? I am</p> <p>2 going to ask Mr. Sheppard to pull it up on the</p> <p>3 screen.</p> <p>4 A. To a certain extent, yes. Yes, I</p> <p>5 am aware that it had been sent.</p> <p>6 MS. ANTONIOS: Okay. Can we mark that</p> <p>7 as an exhibit, please.</p> <p>8 EXHIBIT NO. 6: Notice of Examination</p> <p>9 for Aaron Detlor, sent February 21st,</p> <p>10 2023.</p> <p>11 BY MS. ANTONIOS:</p> <p>12 291 Q. And you reviewed this?</p> <p>13 A. I have seen it. I wouldn't say I</p> <p>14 have reviewed it.</p> <p>15 292 Q. You did see that it asked for you</p> <p>16 to provide certain documents?</p> <p>17 A. Yes.</p> <p>18 293 Q. And you did not provide any</p> <p>19 documents in response to this Notice of</p> <p>20 Examination; correct?</p> <p>21 A. I left it with my Counsel to</p> <p>22 reply.</p> <p>23 294 Q. And your Counsel did not reply to</p> <p>24 this?</p> <p>25 A. I am not aware of whether my</p>

90	<p>1 Counsel replied or not. It is --</p> <p>2 295 Q. Mr. Gilbert, you did not --</p> <p>3 MR. GILBERT: It is the same letter.</p> <p>4 We sent a letter in response to the Notice - the</p> <p>5 exact same letter - of Examination, my</p> <p>6 understanding is, and we did respond to it.</p> <p>7 MS. ANTONIOS: Mr. Gilbert, your March</p> <p>8 3rd, 2023 letter responds to the Notices of</p> <p>9 Examination for Mr. Saul, Mr. Doolittle and</p> <p>10 Mr. Martin. It did not respond to this.</p> <p>11 MR. GILBERT: It is identical, is it</p> <p>12 not?</p> <p>13 BY MS. ANTONIOS:</p> <p>14 296 Q. No, it is not. Apart from the</p> <p>15 March 3rd, 2023 letter, there was no response to</p> <p>16 this; correct?</p> <p>17 You have put your microphone on mute in</p> <p>18 the room, Mr. Gilbert. I would appreciate it if</p> <p>19 you keep the microphone on.</p> <p>20 MR. GILBERT: I didn't do that.</p> <p>21 Mr. Dumigan did that.</p> <p>22 MS. ANTONIOS: Okay.</p> <p>23 MR. GILBERT: So the clarification is</p> <p>24 that it is substantively the same, but I take your</p> <p>25 point that we did not send a separate letter in</p>	92
91	<p>1 response to this Notice of Examination.</p> <p>2 BY MS. ANTONIOS:</p> <p>3 297 Q. We can remove that from the</p> <p>4 screen, Mr. Sheppard.</p> <p>5 Mr. Detlor, you are a lawyer?</p> <p>6 A. Correct.</p> <p>7 298 Q. Licensed in Ontario?</p> <p>8 A. Correct.</p> <p>9 299 Q. Bound by the Law Society's Rules</p> <p>10 of Professional Conduct?</p> <p>11 A. To the extent they address</p> <p>12 Indigeneity, yes.</p> <p>13 300 Q. Are you licensed as a lawyer in</p> <p>14 any other jurisdiction besides Ontario?</p> <p>15 A. Yes.</p> <p>16 301 Q. Which jurisdictions?</p> <p>17 A. The Confederacy jurisdiction.</p> <p>18 302 Q. You are not a historian?</p> <p>19 A. No, I am not. Well, a</p> <p>20 historian -- what do you mean by "historian"?</p> <p>21 303 Q. You are not trained and received</p> <p>22 any formal education as a historian?</p> <p>23 A. No, I have not, not formally, but</p> <p>24 that is the part I am having a tough time with your</p> <p>25 questions because you are not distinguishing</p>	93
	<p>1 between Indigeneity and colonial structures.</p> <p>2 304 Q. Mr. Detlor, can you open up</p> <p>3 paragraph 11 of your August 31st affidavit. There</p> <p>4 you state you are a member of the Mohawks of the</p> <p>5 Bay of Quinte. You are on the list of members of</p> <p>6 the Mohawks of the Bay of Quinte?</p> <p>7 A. Yes.</p> <p>8 305 Q. And you have a document or a</p> <p>9 Status Card indicating that?</p> <p>10 A. Yes.</p> <p>11 306 Q. Can you provide a copy of that,</p> <p>12 please?</p> <p>13 R/F MR. GILBERT: No.</p> <p>14 BY MS. ANTONIOS:</p> <p>15 307 Q. You do not vote in elections of</p> <p>16 the Band Council for the Mohawks of the Bay of</p> <p>17 Quinte?</p> <p>18 A. No, I do not.</p> <p>19 308 Q. You did not vote in the referendum</p> <p>20 in which the members of the Mohawks of the Bay of</p> <p>21 Quinte approved a partial settlement agreement with</p> <p>22 the Canadian Government regarding the Culbertson</p> <p>23 Tract?</p> <p>24 A. No, I did not.</p> <p>25 309 Q. My understanding is you did not</p>	

<p style="text-align: right;">94</p> <p>1 question. You are interrupting my answer of the</p> <p>2 question.</p> <p>3 315 Q. No, you are giving gratuitous</p> <p>4 speeches, sir. I would appreciate answers to my</p> <p>5 questions. Did you spend your childhood --</p> <p>6 MR. GILBERT: Okay, I am going to stop</p> <p>7 there. Let's just slow down. And we are not going</p> <p>8 to have a back and forth about characterizing the</p> <p>9 witness. The witness has answered and you have</p> <p>10 interrupted him and you are talking at the same</p> <p>11 time as him.</p> <p>12 So we are going to go through this one</p> <p>13 at a time and let one person finish, because this</p> <p>14 transcript is going to be all garbled.</p> <p>15 So let's just go back to the question</p> <p>16 and form a question, and then he will answer and</p> <p>17 then you ask your next one. It will be a lot</p> <p>18 cleaner.</p> <p>19 BY MS. ANTONIOS:</p> <p>20 316 Q. Mr. Detlor, you are not a member</p> <p>21 of the Six Nations of the Grand River Band;</p> <p>22 correct?</p> <p>23 A. Correct.</p> <p>24 317 Q. And you have not applied to become</p> <p>25 a member of the Six Nations of the Grand River</p>	<p style="text-align: right;">96</p> <p>1 A. Correct.</p> <p>2 324 Q. And in 1924 the Canadian</p> <p>3 Government passed an Order in Council which</p> <p>4 declared the Six Nations living on the Six Nations</p> <p>5 of the Grand River Reserve would be governed by an</p> <p>6 Elected System under the Indian Act?</p> <p>7 A. I am not aware. I have no</p> <p>8 specific knowledge of that.</p> <p>9 325 Q. You don't know one way or the</p> <p>10 other whether that Order in Council was passed in</p> <p>11 1924?</p> <p>12 A. I know that an Order in Council</p> <p>13 exists, but I don't know that it was passed in</p> <p>14 1924.</p> <p>15 326 Q. If you could turn up, please,</p> <p>16 Exhibit B of the affidavit of Brian Doolittle dated</p> <p>17 June 10th.</p> <p>18 MR. GILBERT: We'll pause for a moment</p> <p>19 while we find that.</p> <p>20 THE WITNESS: Yes, Counsel, I have that</p> <p>21 before me, contained within the Motion Record of</p> <p>22 the Haudenosaunee Develop Institute dated June</p> <p>23 10th, 2022, and I believe I am at tab B of</p> <p>24 Exhibit 2.</p> <p>25 BY MS. ANTONIOS:</p>
<p style="text-align: right;">95</p> <p>1 Band?</p> <p>2 A. Correct.</p> <p>3 318 Q. And you have never had an</p> <p>4 application to become a member of the Six Nations</p> <p>5 of the Grand River Band declined?</p> <p>6 A. Correct.</p> <p>7 319 Q. You are not a Hereditary Chief of</p> <p>8 the Haudenosaunee; correct?</p> <p>9 A. Correct.</p> <p>10 320 Q. Before 1924, the community living</p> <p>11 on the Six Nations of the Grand River Reserve was</p> <p>12 led by the Six Nations Confederacy Council?</p> <p>13 A. They still are.</p> <p>14 321 Q. That is also referred to as the</p> <p>15 Hereditary Chiefs Council?</p> <p>16 A. No, I don't refer to it that way.</p> <p>17 It is not hereditary. It would be incorrect</p> <p>18 factually to describe it as hereditary.</p> <p>19 322 Q. The Haudenosaunee Confederacy</p> <p>20 Chiefs Council?</p> <p>21 A. What is your question?</p> <p>22 323 Q. You said it is incorrect to refer</p> <p>23 to it as the Hereditary Chiefs Council. You refer</p> <p>24 to it as the Haudenosaunee Confederacy Chiefs</p> <p>25 Council?</p>	<p style="text-align: right;">97</p> <p>1 327 Q. These are the HDI Terms of</p> <p>2 Reference; correct?</p> <p>3 A. Correct.</p> <p>4 328 Q. And you are familiar with them?</p> <p>5 A. Yes.</p> <p>6 329 Q. You and Mr. Doolittle are</p> <p>7 currently the only Delegates of HDI?</p> <p>8 A. Incorrect.</p> <p>9 330 Q. There is another Delegate?</p> <p>10 A. The Chiefs and Clan Mothers sit as</p> <p>11 Delegates always.</p> <p>12 331 Q. And apart from the Chiefs and Clan</p> <p>13 Mothers, it is just you and Mr. Doolittle?</p> <p>14 A. Correct.</p> <p>15 332 Q. And you have been in this role</p> <p>16 continuously since April 2007?</p> <p>17 A. Correct.</p> <p>18 333 Q. And that position is by</p> <p>19 appointment of the Haudenosaunee Confederacy Chiefs</p> <p>20 Council?</p> <p>21 A. Correct.</p> <p>22 334 Q. You were not elected to this</p> <p>23 position by citizens of the Haudenosaunee</p> <p>24 Confederacy?</p> <p>25 A. Well, the Haudenosaunee</p>

98	<p>1 Confederacy doesn't have citizens. 2 335 Q. And you were not -- 3 A. And the Confederacy Chiefs would 4 take great exception to the use of that term. 5 336 Q. You were not elected by members of 6 the Haudenosaunee Confederacy to that position? 7 A. They wouldn't use the word 8 "members", but I don't want to belabour the point, 9 and I will just say no, I was not elected. 10 337 Q. Your appointment has no fixed 11 term? 12 A. I don't know if that is correct. 13 338 Q. There is a termination date? 14 A. No, it is not a date. It is 15 something that -- it would take me a long time to 16 explain in Mohawk, so I am not going to, but it is 17 a mixed characterization as to when the termination 18 date is in the context of something called 19 bundling. 20 339 Q. And you have not indicated in your 21 affidavit that your appointment ends on a 22 particular date? 23 A. No, there is a lot of things in my 24 affidavit I didn't indicate. 25 340 Q. You are paid for being a Delegate?</p>	100
99	<p>1 A. No, not for being a Delegate. 2 341 Q. You are paid for being a 3 consultant to HDI? 4 A. Correct. 5 342 Q. You have not disclosed how much? 6 A. No. 7 343 Q. You also act as a lawyer for HDI? 8 A. No. 9 344 Q. You act as a lawyer for 243 10 Ontario Inc.? 11 A. Correct. 12 345 Q. You get paid for those legal 13 services? 14 A. Correct. 15 346 Q. And you have not disclosed how 16 much? 17 A. No. 18 347 Q. Turn up Exhibit F of the affidavit 19 of Brian Doolittle, the same affidavit, Exhibit F. 20 A. I am there, yes. 21 348 Q. These are, if I am looking at page 22 113, these are entitled "Policies". These are 23 HDI's Policies as of 2010? 24 A. Correct. 25 349 Q. You are familiar with these in</p>	101

102	<p>1 years old, I can't really tell you right now what</p> <p>2 their policy is without having spoken with them</p> <p>3 first.</p> <p>4 358 Q. You don't know one way or the</p> <p>5 other?</p> <p>6 A. No. I would have to speak to them</p> <p>7 on the specific point.</p> <p>8 359 Q. Turn to page 121, sorry.</p> <p>9 A. I am there. I am at 121.</p> <p>10 360 Q. This is the Haudenosaunee</p> <p>11 Development Protocol?</p> <p>12 A. Correct.</p> <p>13 361 Q. And just moving on to the next</p> <p>14 page, section 1 has some definitions there.</p> <p>15 "Authority" means HDI in this Protocol?</p> <p>16 A. Yes.</p> <p>17 362 Q. And "proponent" includes anyone</p> <p>18 contemplating any development in the Haldimand</p> <p>19 Tract?</p> <p>20 A. No.</p> <p>21 363 Q. It does not include anyone?</p> <p>22 A. Well, it says -- sorry, what is</p> <p>23 the question?</p> <p>24 364 Q. "Proponent" includes anyone</p> <p>25 contemplating any development in the Haldimand</p>	104
103	<p>1 Tract, according to that definition?</p> <p>2 A. It says "within the Area of</p> <p>3 Jurisdiction", not "the Haldimand Tract".</p> <p>4 365 Q. And the "Area of Jurisdiction"</p> <p>5 means the "area generally set out by the</p> <p>6 Haudenosaunee and without limiting the foregoing</p> <p>7 includes lands described as the Haldimand Tract"?</p> <p>8 A. Correct.</p> <p>9 366 Q. And section 2 is entitled</p> <p>10 "Development Prohibited"?</p> <p>11 A. Correct.</p> <p>12 367 Q. And under section 2(b) under this</p> <p>13 Protocol, no one is allowed to undertake a</p> <p>14 development unless they enter such agreements with</p> <p>15 HDI as it deems necessary?</p> <p>16 A. Pre, prior and informed consent is</p> <p>17 required, yes.</p> <p>18 368 Q. That is a yes to my question?</p> <p>19 A. Pre, prior and informed consent is</p> <p>20 required, yes.</p> <p>21 369 Q. Moving to page 123 in the same</p> <p>22 exhibit and look under "Appointment of Officers";</p> <p>23 do you see that?</p> <p>24 A. Yes.</p> <p>25 370 Q. "The Authority may appoint</p>	105
	<p>1 officers to enforce this protocol"?</p> <p>2 A. Yes.</p> <p>3 371 Q. And that includes enforcement of</p> <p>4 the prohibition in 2(b); if a proponent does not</p> <p>5 enter into an agreement with HDI, it appoints</p> <p>6 officers to prohibit the development?</p> <p>7 A. No, we have never appointed any</p> <p>8 officers.</p> <p>9 372 Q. It appoints individuals to</p> <p>10 prohibit the development?</p> <p>11 A. We have never appointed any</p> <p>12 individuals.</p> <p>13 373 Q. HDI physically attends or</p> <p>14 representatives of HDI physically attend at project</p> <p>15 sites to stop work where agreements that it deems</p> <p>16 necessary have not been entered into?</p> <p>17 A. Incorrect.</p> <p>18 374 Q. HDI has never attended physically</p> <p>19 at a project site where an agreement has not been</p> <p>20 entered into?</p> <p>21 A. Well, we attend to exercise Treaty</p> <p>22 rights throughout the entirety of the Nanfan Treaty</p> <p>23 Territory and --</p> <p>24 375 Q. So that is --</p> <p>25 A. -- I have explained very</p>	

106	<p>1 379 Q. You reviewed and approved it being</p> <p>2 sent by your lawyers?</p> <p>3 A. I don't recall specifically.</p> <p>4 380 Q. You have no reason to think that</p> <p>5 you disagreed with it?</p> <p>6 A. No, I don't disagree with it.</p> <p>7 381 Q. You agree with its contents?</p> <p>8 A. I would have to review it</p> <p>9 entirely. I am not sure I have -- I haven't read</p> <p>10 it prior to preparing for the cross-examination.</p> <p>11 382 Q. I would like you to turn to the</p> <p>12 third page of the letter, page 253 of the record.</p> <p>13 There is a bullet point at the top of that page</p> <p>14 that states:</p> <p>15 "HDI is seeking the full</p> <p>16 procedural rights of a party to the</p> <p>17 proceeding."</p> <p>18 Do you see that?</p> <p>19 A. Yes, I do.</p> <p>20 383 Q. Is that an accurate statement?</p> <p>21 A. Yes, it is.</p> <p>22 384 Q. That includes documentary</p> <p>23 discoveries?</p> <p>24 A. To the extent that they might be</p> <p>25 necessary to facilitate the Court's understanding</p>	108
107	<p>1 of Haudenosaunee perspectives, but I don't</p> <p>2 understand currently that we are looking to</p> <p>3 replicate the entirety of the disclosure process,</p> <p>4 or discovery process, sorry, that appears to be by</p> <p>5 and large completed after 30 years of litigation by</p> <p>6 your firm.</p> <p>7 385 Q. So it would include production of</p> <p>8 documents from HDI?</p> <p>9 A. Yes, it likely would, if</p> <p>10 requested.</p> <p>11 386 Q. And it would include production of</p> <p>12 documents from the Haudenosaunee Confederacy Chiefs</p> <p>13 Council?</p> <p>14 A. I am not sure they would be</p> <p>15 participating in that, but I can't speak to</p> <p>16 hypotheticals.</p> <p>17 387 Q. You don't know?</p> <p>18 A. I can't speak to hypotheticals.</p> <p>19 388 Q. It would take time to prepare</p> <p>20 document production; do you agree with that?</p> <p>21 A. Yes, it would take time.</p> <p>22 389 Q. And the full procedural rights you</p> <p>23 are seeking, that includes examinations for</p> <p>24 discovery?</p> <p>25 A. Subject to understanding better</p>	109
	<p>1 what documents have been produced to date,</p> <p>2 including discoveries that have been undertaken to</p> <p>3 date, which I understand have not been provided.</p> <p>4 So it is such a hypothetical question, I can't</p> <p>5 really answer it in the face of the failure of the</p> <p>6 Crown or your client to make available documents to</p> <p>7 the community.</p> <p>8 390 Q. You don't exclude that possibility</p> <p>9 right now?</p> <p>10 A. I don't exclude anything, no, but</p> <p>11 I think it is important to understand the</p> <p>12 contextual approach that is proportionate.</p> <p>13 Obviously, as you are aware, HDI is very conscious</p> <p>14 of efficacious approaches that are proportional in</p> <p>15 the context of limited judicial resources.</p> <p>16 391 Q. With respect to examinations, sir,</p> <p>17 I understand, based on the evidence that you have</p> <p>18 given on this motion, that the Haudenosaunee</p> <p>19 Confederacy Chiefs' position is that you represent</p> <p>20 them?</p> <p>21 A. That is a complicated question.</p> <p>22 Could you just break that down for me again?</p> <p>23 392 Q. You don't represent the</p> <p>24 Haudenosaunee Confederacy Chiefs?</p> <p>25 A. No, we represent them in the</p>	
	<p>1 context of our motion to intervene.</p> <p>2 393 Q. And if you are made a party, they</p> <p>3 themselves, the Chiefs, would not make themselves</p> <p>4 available for examinations?</p> <p>5 A. I can't speak to hypotheticals</p> <p>6 about that.</p> <p>7 394 Q. They would make themselves</p> <p>8 available?</p> <p>9 MR. GILBERT: Look, Counsel, these are</p> <p>10 all hypotheticals. They are legal positions. And</p> <p>11 we are not even in the door yet. So we have to get</p> <p>12 in the door, and then we'll find out. I don't know</p> <p>13 of a letter or a demand or anything. We don't have</p> <p>14 any documents from the productions yet that would</p> <p>15 make it --</p> <p>16 MS. ANTONIOS: That is a refusal? Is</p> <p>17 that a refusal, Mr. Gilbert?</p> <p>18 MR. GILBERT: Well, again, I was</p> <p>19 speaking at the time when you interrupted me, and I</p> <p>20 would appreciate it, if you are asking Counsel-like</p> <p>21 positions, if you would let me finish.</p> <p>22 So I lost my train of thought. My</p> <p>23 point is that this type of question obviously is</p> <p>24 subject to Counsel's submissions.</p> <p>25 BY MS. ANTONIOS:</p>	

<p>1 395 Q. It is relevant, Mr. Gilbert, to 2 your request to be a participant in this 3 proceeding, and so I am asking again. 4 If your client becomes a party to this 5 proceeding, would the Confederacy Chiefs make 6 themselves available for examinations for 7 discovery? 8 U/A MR. GILBERT: We'll take it under 9 advisement. I don't know at this point. I don't 10 know what is necessary. Nobody has made a request. 11 BY MS. ANTONIOS: 12 396 Q. Mr. Detlor, the full procedural 13 rights you are seeking includes adducing expert 14 evidence? 15 A. Correct. 16 397 Q. You have not retained experts yet? 17 R/F MR. GILBERT: Don't answer the 18 question. 19 BY MS. ANTONIOS: 20 398 Q. You don't know how long it would 21 take to get expert reports ready? 22 A. I mean, are you asking me do I 23 know generally speaking how long it takes or do I 24 know how -- 25 399 Q. In this proceeding. In this</p>	<p>110</p>	<p>1 motion, not just his affidavits, and this motion is 2 for party status in this action, so I will ask 3 questions relevant to that. 4 Mr. Detlor, can you please turn up the 5 affidavit of Dylan Gibbs sworn September 27th, 6 2022. It is in the HDI Third Supplementary Motion 7 Record, tab 4. 8 Do you have that in front of you, Mr. 9 Detlor? 10 A. Counsel, I have the affidavit of 11 Dylan Gibbs in front of me, which is at page 17 of 12 the Third Supplementary Motion Record dated 13 November 3rd, 2022, and I am looking at tab 4. 14 401 Q. Mr. Gibbs is one of HDI's lawyers? 15 A. Correct. 16 402 Q. Can you turn to paragraph 3(c)? 17 A. Correct. 18 403 Q. It says on September 22nd, 2022, 19 your lawyers sent to the list of communities there 20 certain materials, and item (c) is to the Mohawk 21 Nation Council of Chiefs in Rooseveltown, New York; 22 do you see that? 23 A. Sorry, I am just going to 24 interrupt you for one quick second. I am just 25 taking off my watch which gives me notifications of</p>	<p>112</p>
<p>1 proceeding. 2 R/F MR. GILBERT: Well, look, don't answer 3 the question. 4 First of all, you are asking 5 position-like questions of the witness. The 6 witness is here to be cross-examined on his 7 affidavit. 8 The expert reports we have asked for a 9 number of times from all parties. People have gone 10 to great lengths to make sure that HDI and our firm 11 have not had access to them. So I am putting on 12 the record now that I think that is inappropriate, 13 and that it would have been quite helpful to have 14 had access to that in the last year since we 15 brought the motion. 16 But we haven't been afforded that, 17 although I do note the Mississaugas of the Credit 18 have received expert reports. So these type of 19 questions you might get more traction with if we 20 were actually in the time allowed -- in the time 21 that has passed allowed to see the documents and to 22 see the expert reports, but that hasn't happened. 23 BY MS. ANTONIOS: 24 400 Q. Mr. Gilbert, to be clear, the 25 witness is here to answer questions relevant to the</p>	<p>111</p>	<p>1 the workouts I haven't done yet today, so I just 2 wanted to pass that off to my Counsel. 3 And yes, I do see 3(c). 4 404 Q. And so your lawyers on the 22nd of 5 September sent certain materials to the Mohawk 6 Nation Council of Chiefs in Rooseveltown, and that 7 includes the September 21st Order of Justice 8 Sanfilippo with the Notice of this Motion? 9 A. Correct. 10 405 Q. And HDI's Notice of Motion? 11 A. Correct. 12 406 Q. And HDI's draft pleading? 13 A. Correct. 14 407 Q. And if you look at paragraph 3(d), 15 it says that on the same date your lawyers sent 16 those same materials to the Oneida Nation 17 Longhouse? 18 A. Correct. 19 408 Q. In Southwold, Ontario? 20 A. Correct. 21 409 Q. Prior to September 22nd, HDI had 22 not stated to the Mohawk Nation Council of Chiefs 23 in Rooseveltown, New York that it intended to bring 24 this motion? 25 A. Incorrect.</p>	<p>113</p>

<p style="text-align: right;">114</p> <p>1 410 Q. It stated to the Mohawk Nation 2 Council of Chiefs in Rooseveltown, New York that it 3 intended to bring this motion? 4 A. We conveyed that information to 5 the Mohawk Chiefs who participated at the 6 Confederacy Council in Grand River, and those 7 Chiefs were responsible for conveying the messages 8 to particular longhouses. And to the extent that 9 there were breakdowns in communications, we have 10 remedied those and had discussions amongst the 11 Chiefs to ensure they are all aware of the 12 processes being undertaken. 13 411 Q. So just focussing on prior to 14 September 22nd, your position is that because of 15 the Haudenosaunee Confederacy Chiefs Council 16 meeting, HDI did not separately need to provide any 17 further notice? 18 A. Correct. 19 412 Q. And that also applies to the 20 Oneida Nation Longhouse in Southwold? 21 A. Correct. 22 413 Q. And that applies, I take it, to 23 the other communities listed at paragraphs 3(e) to 24 (o) of Mr. Gibbs' affidavit? 25 A. Well, to the extent that there is</p>	<p style="text-align: right;">116</p> <p>1 A. That is part of the -- that was 2 part of the reason I was struggling with (a) to (e) 3 on page 20 of Dylan Gibbs' affidavit is because 4 some of these entities or participants who belong 5 to these entities do receive information back from 6 the Confederacy Chiefs Council in Grand River, and 7 therefore, we would have taken the position 8 internally that they were provided notice or given 9 the opportunity to participate. 10 But it is not exceptionally cut and dry 11 on some of these entities because they don't fit 12 neatly into a box of Confederacy entity versus 13 Tribal or Band Indian Act related entities. 14 418 Q. So apart from the Haudenosaunee 15 Confederacy Chiefs Council meeting, you did not 16 provide any separate notice to these communities 17 prior to September 22, 2022 of this motion? 18 A. Incorrect. So we had Confederacy 19 Council meetings, but we also had broader general 20 meetings with Chiefs and Clan Mothers representing 21 some of these Nations. So that is the means by 22 which -- and I think we had -- you know, we had 23 more than five meetings about this process and 24 undertaking this process, and the understanding 25 from the Haudenosaunee perspective is that when you</p>
<p style="text-align: right;">115</p> <p>1 a differentiation between longhouses and either 2 American or Canadian federal entities, the answer 3 is that we have never taken any position that our 4 reporting to Council at Grand River would stand in 5 the place of reporting to any non-longhouse entity. 6 414 Q. And by non-longhouse entities, you 7 mean Canadian Bands and American Tribes? 8 A. Correct. 9 415 Q. So you did not separately inform 10 Canadian Bands, the Canadian Bands or American 11 Tribes listed in that paragraph of this motion? 12 A. Correct. Well, we have 13 advised -- prior to September 22nd, no, we did not. 14 416 Q. And that applies to the entities 15 listed at paragraph 4 as well? 16 A. Well, paragraph (a), Ganienkeh, is 17 a Mohawk-related community, as is Kanatsiohareke. 18 The Oneida Nation of New York, their status is 19 somewhat up in the air whether they are a 20 Confederacy-related entity or a Tribal entity, as 21 you put it, Counsel, and the same would apply to 22 the Seneca Cayuga Nation in Oklahoma. 23 417 Q. So to be clear, prior to September 24 22nd, 2022, HDI did not inform those particular 25 entities of this motion?</p>	<p style="text-align: right;">117</p> <p>1 have Chiefs and Clan Mothers at a meeting, that 2 they are reporting back to their Nation. 3 So it is not quite as black and white 4 as you are putting it. 5 419 Q. HDI, apart from expecting the 6 Haudenosaunee Confederacy Chiefs and Clan Mothers 7 to report about these meetings, HDI did not provide 8 separate notice of this motion to those 9 communities? 10 A. No, and by -- and when you say 11 "Chiefs and Clan Mothers", I am also going to 12 include, broadly speaking, Helpers, Faithkeepers, 13 Technicians, and other participants who assist the 14 Chiefs and Clan Mothers. 15 420 Q. Can you turn to Exhibit E of the 16 affidavit of Karizma Defrietas-Barnes. I believe 17 it is in the same Motion Record. 18 A. I am there now. 19 421 Q. That is an October 24th, 2022 20 letter from the Mohawk Nation Council of Chiefs? 21 A. Correct. 22 422 Q. And it says they recently became 23 aware of the motion? 24 A. Correct. 25 423 Q. And if you turn to Exhibit F, that</p>

<p>1 is a letter dated October 24th, 2022 from the 2 Oneida Council of Chiefs? 3 A. Yes, it's from Otatshete. 4 424 Q. And I take it by the header there, 5 just on the third line in English, that is Oneida 6 Council of Chiefs? 7 A. Correct. 8 425 Q. And it says they recently became 9 aware of the motion as of that date? 10 A. Correct. 11 426 Q. If we could please turn up your 12 February 8th, 2023 affidavit. 13 A. The Fourth Supplementary Motion 14 Record of HDI, February 8th, 2023, I have that 15 before me. 16 427 Q. In paragraph 3, it says that you 17 were informed by Kris Hill that Kris Hill sent a 18 letter on behalf of the Haudenosaunee Confederacy. 19 Kris Hill is not a Clan Mother; correct? 20 A. No, she is not. 21 428 Q. Kris Hill works for the 22 Haudenosaunee Confederacy Chiefs Council? 23 A. Kris Hill is I would say a 24 supporter. I don't know if "works for" is the 25 appropriate term, but she works with, does work</p>	118	<p>1 433 Q. And Kris Hill told you that she 2 sent the letters at Exhibits A and B of your 3 affidavit on behalf of Leroy Hill? 4 A. Correct. 5 434 Q. And Mr. Hill is the Haudenosaunee 6 Confederacy Chiefs Council Secretary? 7 A. Correct. 8 435 Q. You did not receive that 9 information directly from Mr. Hill? 10 A. From Mr. Hill? 11 436 Q. Yes, you -- 12 A. From Mr. Jock Hill? 13 437 Q. You received it from Kris Hill, 14 not from Leroy Hill? 15 A. I also was on the emails or the 16 something -- some kind of stream that I remember 17 speaking to Jock about it. 18 438 Q. About these letters at Exhibit A 19 and B of your affidavit? 20 A. Yes. 21 439 Q. May I have copies of those, 22 please? 23 U/A MR. GILBERT: I am not sure which 24 letters they are. I'll take it under advisement 25 because I am a little confused, but I will look</p>	120
<p>1 involving, but working for I wouldn't say. 2 429 Q. She is a supporter of the 3 Haudenosaunee Confederacy Chiefs Council? 4 A. Yes. 5 430 Q. So she doesn't have a formal title 6 or role with the Council? 7 A. Well, we all have formal titles 8 and roles. Our titles are in our names, and we all 9 have formal roles that are set out by the Great Law 10 in terms of how we are supposed to interface with 11 our Clans, our Nations and the Council itself. 12 431 Q. What is Kris Hill's role and 13 title? 14 A. I don't know. I don't know what 15 her formal title is. I know that she acts -- I 16 don't know what her title is. And also too, some 17 of these like Indian name and their title, that is 18 not something you would -- even if you knew it, you 19 wouldn't talk about it. 20 But anyways, I think right now she is 21 the Chair of the Interim Management Committee. 22 432 Q. The Interim Management Committee 23 of the Council? 24 A. Of the Haudenosaunee Confederacy 25 Council.</p>	119	<p>1 into it promptly and get back to you. 2 BY MS. ANTONIOS: 3 440 Q. If you turn up Exhibit A, that is 4 a letter from Leroy Hill to the Mohawk Nation 5 Council of Chiefs? 6 A. It is at page 4 and I am on a 7 February 6th, 2023 letter from Hohahes to the 8 Mohawk Nation Council Chiefs, and Hohahes is 9 H-o-h-a-h-e-s. 10 441 Q. And this was sent in response to 11 the October 24th, 2022 letter we just looked at at 12 Exhibit E of the affidavit of Karizma 13 Defrietas-Barnes? 14 A. I believe so, yes. 15 442 Q. And this was the Haudenosaunee 16 Confederacy Chiefs Council's response to the Mohawk 17 Nation Council of Chiefs' letter? 18 A. Correct. 19 443 Q. And based on this, it is the 20 Haudenosaunee Confederacy Chiefs Council's position 21 that the Mohawk Nation Council of Chiefs cannot 22 independently communicate to any entity outside of 23 the Haudenosaunee Confederacy Chiefs Council about 24 this intervention motion? 25 A. No.</p>	121

122	<p>1 444 Q. If you look at the fourth -- or</p> <p>2 the last paragraph on the first page, sir:</p> <p>3 "We were shocked that this</p> <p>4 notice initiated a letter to an</p> <p>5 outside entity."</p> <p>6 Is it fair to say that it is the</p> <p>7 Haudenosaunee Confederacy Chiefs Council position</p> <p>8 that that was inappropriate?</p> <p>9 A. I think it was, to characterize</p> <p>10 the letter, that they were shocked.</p> <p>11 445 Q. Meaning they felt it was</p> <p>12 inappropriate?</p> <p>13 A. I don't know what they felt.</p> <p>14 446 Q. Well, you have included this in</p> <p>15 your affidavit, sir.</p> <p>16 A. I have, but --</p> <p>17 447 Q. Turn up exhibit --</p> <p>18 A. -- it doesn't give me the power or</p> <p>19 ability to understand people's feelings or, broadly</p> <p>20 speaking, entities such as the Confederacy's</p> <p>21 feelings.</p> <p>22 448 Q. Position. It was their position</p> <p>23 that it is inappropriate --</p> <p>24 A. You said "feelings".</p> <p>25 MR. GILBERT: Wait for the --</p>	124
123	<p>1 BY MS. ANTONIOS:</p> <p>2 449 Q. Okay, I am now asking you, it was</p> <p>3 their position that it was inappropriate for the</p> <p>4 letter to have gone to an outside entity, as it is</p> <p>5 characterized here?</p> <p>6 A. The letter speaks for itself. I</p> <p>7 can't provide you with a position that changes the</p> <p>8 language of the letter.</p> <p>9 450 Q. And at Exhibit B, that is a letter</p> <p>10 dated February 6th, 2023, and that is in response</p> <p>11 to the letter from the Oneida Nation letter that we</p> <p>12 saw at Exhibit F of the affidavit of Karizma</p> <p>13 Defrietas-Barnes?</p> <p>14 A. Correct.</p> <p>15 451 Q. This was the Haudenosaunee</p> <p>16 Confederacy Chiefs Council's response to the Oneida</p> <p>17 Council of Chiefs?</p> <p>18 A. Correct.</p> <p>19 452 Q. And the same line shows up there:</p> <p>20 "We were shocked that this</p> <p>21 notice initiated a letter to an</p> <p>22 outside entity."</p> <p>23 Do you see that?</p> <p>24 A. I see that.</p> <p>25 453 Q. That conveys the displeasure of</p>	125
	<p>1 the Haudenosaunee Confederacy Chiefs Council with</p> <p>2 the letter of the Oneida Chiefs Council?</p> <p>3 A. I will adopt by reference the</p> <p>4 entirety of my answers given on the last letter. I</p> <p>5 can't speak to -- I can't speak to any of the</p> <p>6 adjectives that you are using because I only have</p> <p>7 the letter in front of me.</p> <p>8 454 Q. The Chief of the Onondaga Nation</p> <p>9 based in present day Nedrow, New York is Tadadaho</p> <p>10 Sydney Hill; correct?</p> <p>11 A. One of the Chiefs, correct.</p> <p>12 455 Q. And I take it Chief Sydney Hill</p> <p>13 was not present at the April 2, 2022 meeting</p> <p>14 mentioned in the affidavit of Brian Doolittle?</p> <p>15 A. I do not believe he was.</p> <p>16 456 Q. We can take that down, thank you,</p> <p>17 Mr. Sheppard.</p> <p>18 Mr. Detlor, on February 8th, 2023, HDI</p> <p>19 brought a motion for an interim and interlocutory</p> <p>20 injunction against Metrolinx relating to the</p> <p>21 cutting of trees in front of Osgoode Hall in</p> <p>22 Toronto?</p> <p>23 R/F MR. GILBERT: Counsel, I don't know</p> <p>24 what relevance that has to this matter.</p> <p>25 BY MS. ANTONIOS:</p>	
	<p>1 457 Q. You swore two affidavits in</p> <p>2 support of that, sir?</p> <p>3 R/F MR. GILBERT: No. Again, objection. A</p> <p>4 different proceeding, not relevant.</p> <p>5 MS. ANTONIOS: Mr. Gilbert, Mr. Detlor</p> <p>6 has sworn in his affidavit that HDI acts in the</p> <p>7 interest of all Haudenosaunee people, and he has</p> <p>8 provided evidence about what it does and asserts</p> <p>9 that it is transparent in its activities. These</p> <p>10 are questions relevant to those. Are you</p> <p>11 maintaining your refusals?</p> <p>12 MR. GILBERT: Yes, I don't think it is</p> <p>13 relevant to the motion before us. It is a</p> <p>14 different proceeding.</p> <p>15 BY MS. ANTONIOS:</p> <p>16 458 Q. I am going to put my questions on</p> <p>17 the record.</p> <p>18 You entered into a general monitoring</p> <p>19 agreement with Metrolinx, HDI entered into a</p> <p>20 general monitoring agreement with Metrolinx in July</p> <p>21 of 2022?</p> <p>22 R/F MR. GILBERT: Again, not relevant.</p> <p>23 BY MS. ANTONIOS:</p> <p>24 459 Q. And Metrolinx declined to extend</p> <p>25 that agreement?</p>	

126	<p>1 R/F MR. GILBERT: Not relevant.</p> <p>2 BY MS. ANTONIOS:</p> <p>3 460 Q. I am going to show you a letter</p> <p>4 dated January 30th, 2022 addressed to you that was</p> <p>5 attached to one of your affidavits in that</p> <p>6 Metrolinx proceeding, and I am going to ask</p> <p>7 Mr. Sheppard to pull it up on screen.</p> <p>8 If you could scroll up, Mr. Sheppard,</p> <p>9 just to the exhibit. This comes from an affidavit</p> <p>10 that you swore; correct?</p> <p>11 MR. GILBERT: Again, we are back into</p> <p>12 another -- I see a covering exhibit page. I don't</p> <p>13 see anything else.</p> <p>14 BY MS. ANTONIOS:</p> <p>15 461 Q. It says "This is Exhibit 'G' to</p> <p>16 the Affidavit of Aaron Detlor, affirmed the 7th day</p> <p>17 of February, 2023." Do you recall affirming an</p> <p>18 affidavit on February 7th, 2023 in the Metrolinx</p> <p>19 proceeding?</p> <p>20 R/F MR. GILBERT: Well, again, we are in</p> <p>21 the Metrolinx proceeding. We are not in this</p> <p>22 proceeding. So I am refusing questions based upon</p> <p>23 another case.</p> <p>24 MS. ANTONIOS: If you could scroll</p> <p>25 down --</p>	128
127	<p>1 MR. GILBERT: We could be here for</p> <p>2 quite a --</p> <p>3 BY MS. ANTONIOS:</p> <p>4 462 Q. If you could scroll down,</p> <p>5 Mr. Sheppard. This was a letter from Metrolinx's</p> <p>6 Counsel to you?</p> <p>7 R/F MR. GILBERT: Don't answer the</p> <p>8 question. Another case, another matter.</p> <p>9 MS. ANTONIOS: I am going to mark this</p> <p>10 for identification, because I am going to put some</p> <p>11 questions on the record in relation to this.</p> <p>12 EXHIBIT A (FOR IDENTIFICATION): Letter</p> <p>13 dated January 30, 2022 from McCarthy</p> <p>14 Tetrault to Aaron Detlor.</p> <p>15 BY MS. ANTONIOS:</p> <p>16 463 Q. According to this letter,</p> <p>17 Metrolinx was concerned with HDI destruction of</p> <p>18 property at Metrolinx sites?</p> <p>19 R/F MR. GILBERT: Don't answer the</p> <p>20 question.</p> <p>21 BY MS. ANTONIOS:</p> <p>22 464 Q. Metrolinx was concerned with HDI</p> <p>23 obstruction of work at Metrolinx sites?</p> <p>24 R/F MR. GILBERT: Don't answer.</p> <p>25 BY MS. ANTONIOS:</p>	129
	<p>1 465 Q. Metrolinx was concerned with HDI</p> <p>2 monitoring of work not covered by the agreements</p> <p>3 between HDI and Metrolinx?</p> <p>4 R/F MR. GILBERT: Don't answer that.</p> <p>5 BY MS. ANTONIOS:</p> <p>6 466 Q. Metrolinx was concerned with</p> <p>7 invoices from HDI for review of reports that</p> <p>8 Metrolinx did not ask HDI to review?</p> <p>9 R/F MR. GILBERT: Same answer.</p> <p>10 BY MS. ANTONIOS:</p> <p>11 467 Q. Okay, we can take that down,</p> <p>12 Mr. Sheppard.</p> <p>13 I am going to ask Mr. Sheppard to pull</p> <p>14 up a December 16th, 2022 email that you sent to</p> <p>15 representatives of the Law Society of Ontario,</p> <p>16 Metrolinx and others. This is your email, sir?</p> <p>17 R/F MR. GILBERT: Again, it is about</p> <p>18 Metrolinx. It is not relevant.</p> <p>19 MS. ANTONIOS: We'll mark that for</p> <p>20 identification, please.</p> <p>21 EXHIBIT B (FOR IDENTIFICATION): Email</p> <p>22 from Aaron Detlor to the Law Society of</p> <p>23 Ontario, Metrolinx and others, dated</p> <p>24 December 16, 2022.</p> <p>25 BY MS. ANTONIOS:</p>	

130	<p>1 471 Q. You drove a car into a Metrolinx 2 construction fence at Moss Park on January 16th? 3 R/F MR. GILBERT: Don't answer the 4 question. 5 MS. ANTONIOS: I would like to mark 6 this for identification, please. 7 EXHIBIT C (FOR IDENTIFICATION): 8 Article in Two Row Times titled "Video 9 shows HDI lawyer Aaron Detlor ramming 10 car into fence", dated February 21, 11 2023. 12 BY MS. ANTONIOS: 13 472 Q. And this article refers to a video 14 that was in the Court record from that proceeding. 15 I am going to ask Mr. Sheppard to play that video. 16 [Court Reporter's Note: Video Played.] 17 BY MS. ANTONIOS: 18 473 Q. That was you in the video, sir? 19 R/F MR. GILBERT: Don't answer the 20 question. 21 BY MS. ANTONIOS: 22 474 Q. That was you driving the car in 23 the video, sir? 24 R/F MR. GILBERT: Don't answer the 25 question.</p>	132	<p>1 check whether 243 Ontario has issued any security 2 certificates? 3 U/A MR. GILBERT: We'll take it under 4 advisement. 5 BY MS. ANTONIOS: 6 483 Q. And if it has, I would like 7 copies, please? 8 U/A MR. GILBERT: The same answer. 9 MS. ANTONIOS: Okay, I would like five 10 minutes, please, if we could just go off the record 11 for five minutes. 12 MR. GILBERT: Yes, and we'll continue 13 that Mr. Detlor cannot speak to anyone. 14 MS. ANTONIOS: Thank you. 15 -- RECESSED AT 10:51 A.M. 16 -- RESUMED AT 10:58 P.M. 17 BY MS. ANTONIOS: 18 484 Q. Mr. Detlor, HDI is seeking to 19 intervene as a representative party in this Court 20 action; correct? 21 A. Correct. 22 485 Q. And earlier you told me that HDI 23 Delegates include you, Mr. Doolittle and the Chiefs 24 and Clan Mothers? 25 A. To HDI or to what?</p>
131	<p>1 BY MS. ANTONIOS: 2 475 Q. That was you driving it into the 3 fence? 4 R/F MR. GILBERT: Don't answer the 5 question. 6 BY MS. ANTONIOS: 7 476 Q. Sir, are you being paid by HDI or 8 any of its related entities to give evidence on 9 this motion? 10 A. No. 11 477 Q. I didn't hear your answer. 12 A. No. 13 478 Q. Is there a shareholder agreement 14 for 2438543 Ontario Inc.? 15 A. Yes. 16 479 Q. May I have a copy of that, please? 17 U/A MR. GILBERT: I'll take it under 18 advisement. 19 BY MS. ANTONIOS: 20 480 Q. Has 243 Ontario Inc. issued any 21 security certificates under its by-laws? 22 A. I am not aware. 23 481 Q. I didn't hear your answer, sir. 24 A. I am not aware. 25 482 Q. Mr. Gilbert, could you please</p>	133	<p>1 486 Q. Well, when I asked you the 2 Delegates at HDI are you and Mr. Doolittle, you 3 said it also includes the Chiefs and Clan Mothers; 4 correct? 5 A. Well, I had said that they are ad 6 hoc participants in HDI, yes. 7 487 Q. So they are members of HDI? 8 A. No. They are Chiefs and Clan 9 Mothers. 10 488 Q. Are they or are they not part of 11 HDI? 12 A. They created HDI. I am just 13 trying to translate it into Mohawk to get a better 14 idea of what you mean by "part of". They created 15 HDI. 16 489 Q. So they created HDI, but the 17 Delegates are yourself and Mr. Doolittle? 18 A. The Delegates tasked with this 19 particular role, yes. 20 490 Q. The Delegates of the Haudenosaunee 21 Confederacy Chiefs Council to HDI are yourself and 22 Mr. Doolittle? 23 A. Correct. 24 491 Q. Not the Chiefs and Clan Mothers? 25 A. They are not Delegates. They</p>

134	<p>1 haven't been -- they don't delegate to themselves, 2 no. They are not Delegates in that sense. 3 MS. ANTONIOS: Subject to the 4 undertakings and the refusals, those are my 5 questions. 6 THE WITNESS: Thank you, Counsel. 7 MS. ANTONIOS: Thank you. 8 MR. GILBERT: We are just waiting 9 on -- I don't know what order you have. 10 THE WITNESS: Sorry, for Madam 11 Reporter, "kahnahkweiio" is the only one I didn't 12 spell, and it's K-a-h-n-a-h-k-w-e-i-i-o. 13 MR. GILBERT: So I was actually turning 14 to -- I don't know, Ms. Antonios, do you know what 15 the order is for the next examiners? 16 MS. ANTONIOS: I believe -- 17 MR. GILBERT: Oh, we have got someone 18 coming on, thank you. 19 MS. LONGO: It is my understanding that 20 Mr. Tortell for Ontario might be going next, so 21 I'll wait for him to chime in if he has questions. 22 MR. TORTELL: Ontario doesn't have any 23 questions for this witness, thank you. 24 CROSS-EXAMINATION MS. LONGO: 25 492 Q. Thank you, Mr. Tortell.</p>	136	<p>1 A. Correct. 2 498 Q. So if all the titles for 3 Haudenosaunee Chiefs were held by living persons, 4 there would be 50 Chiefs? 5 A. Correct. 6 499 Q. Can you tell me how many of the 7 titles are held by living persons as of today? 8 A. I think right now we are at about 9 38. 10 500 Q. About 38, and are they all 11 condoled? 12 A. I don't believe so, no. 13 501 Q. How many of them are condoled? 14 A. I think there is only two or three 15 that have questions about condolence. 16 MR. GILBERT: Could you clarify? 17 Meaning that there is 36 that are condoled? 18 THE WITNESS: Yeah, I think there is 19 about 35 that are condoled. 20 MR. GILBERT: 35, okay. 21 BY MS. LONGO: 22 502 Q. So there currently about 35 living 23 condoled Chiefs? 24 A. Correct. 25 503 Q. Okay, thank you. And I have the</p>
135	<p>1 Good morning, Mr. Detlor. My name is 2 Katrina Longo. I'm one of the Counsel for the 3 Attorney General of Canada, so I am going to be 4 asking some questions of you today. 5 And to start, I would like to cover a 6 few basic points. Can you confirm what year the 7 Haudenosaunee Development Institute was 8 established? 9 A. On or about 2007. 10 493 Q. And that is what we have been 11 referring to as HDI; correct? 12 A. Correct. 13 494 Q. And am I right in my understanding 14 that HDI was established by the Haudenosaunee 15 Confederacy Chiefs Council? 16 A. Correct. 17 495 Q. And that is the Council we have 18 been referring to by the abbreviation "HCCC"? 19 A. Correct. 20 496 Q. And this Council ordinarily meets 21 at Ohsweken? 22 A. Correct. 23 497 Q. With respect to the Confederacy 24 Chiefs, am I correct in understanding that there 25 are 50 Chiefs' titles?</p>	137	<p>1 same question but for 2007. How many of the titles 2 were held by living persons in 2007 when HDI was 3 established? 4 A. Similar. 5 504 Q. Similar, so approximately 35? 6 A. Correct. I think it has gone up. 7 It might be a little, like two or three less in 8 2007 because the advent of HDI has allowed more 9 evolution to address the impacts of colonialism 10 that have been set upon us by your client. 11 505 Q. So, sorry, to confirm, there were 12 two or three less in 2007? 13 A. Correct. 14 506 Q. So approximately 33? 15 A. Correct, my understanding would be 16 yes. 17 507 Q. Thank you. And when the Chiefs 18 sit in Council, is it a responsibility of the 19 Haudenosaunee Clan Mothers to participate in 20 Council? 21 A. No. 22 508 Q. No. 23 A. You have to be -- 24 509 Q. Do they -- 25 A. You have to be a little bit more</p>

<p style="text-align: right;">138</p> <p>1 specific what you mean by "participate".</p> <p>2 510 Q. Do they provide information,</p> <p>3 guidance, wisdom to the Chiefs?</p> <p>4 A. During Council?</p> <p>5 511 Q. We can maybe take a step back from</p> <p>6 that. Do the Clan Mothers give guidance,</p> <p>7 information, wisdom to the Chiefs which they are</p> <p>8 then -- the Chiefs then use in Council?</p> <p>9 A. Yes.</p> <p>10 512 Q. And so this would be a vital role</p> <p>11 as part of Council; correct?</p> <p>12 A. They are all vital roles, so I</p> <p>13 wouldn't agree with your characterization as vital.</p> <p>14 513 Q. So, sorry, they are all vital</p> <p>15 roles, but you don't agree with vital?</p> <p>16 A. Yeah, the way that you are framing</p> <p>17 it in terms of vital means some kind of uniqueness</p> <p>18 or specificity, and I am just trying to say that</p> <p>19 all of the roles are quote/unquote "vital" if we</p> <p>20 would apply the best translation possible to what</p> <p>21 our understanding is.</p> <p>22 514 Q. Let's say important. The Clan</p> <p>23 Mothers play an important role in Council?</p> <p>24 A. Yes.</p> <p>25 515 Q. And are the Clan Mothers expected</p>	<p style="text-align: right;">140</p> <p>1 A. No, unless you are speaking about</p> <p>2 the Confederacy versus the Confederacy Chiefs</p> <p>3 Council.</p> <p>4 520 Q. And so if we are speaking of the</p> <p>5 Council, the Clan Mothers play an important role in</p> <p>6 that Council, as you previously agreed?</p> <p>7 A. Yes, with their Chiefs. The Clan</p> <p>8 Mothers --</p> <p>9 521 Q. And so --</p> <p>10 A. -- aren't part of the Confederacy</p> <p>11 Chiefs Council. When they sit in Council, there is</p> <p>12 a specific undertaking.</p> <p>13 522 Q. So for HDI, would it be accurate</p> <p>14 to say that HDI was established by the Confederacy</p> <p>15 Chiefs and the Clan Mothers?</p> <p>16 A. It was established by way of the</p> <p>17 Confederacy Chiefs Council.</p> <p>18 523 Q. For which the Clan Mothers play a</p> <p>19 vital role; correct?</p> <p>20 A. Oh, sorry, I didn't know -- I</p> <p>21 thought that was a statement. I didn't realize it</p> <p>22 was a question.</p> <p>23 MR. GILBERT: It is a question.</p> <p>24 THE WITNESS: Oh.</p> <p>25 MR. GILBERT: Do you want to repeat the</p>
<p style="text-align: right;">139</p> <p>1 to actively play this role?</p> <p>2 A. Expected by whom?</p> <p>3 516 Q. Let's start with the community.</p> <p>4 A. Which community? I don't</p> <p>5 understand what you mean by "community".</p> <p>6 517 Q. The Haudenosaunee people. Let's</p> <p>7 start with that.</p> <p>8 A. We have Nations, Clans and a</p> <p>9 Confederacy.</p> <p>10 518 Q. Would the Confederacy expect the</p> <p>11 Clan Mothers to play this role?</p> <p>12 A. Yes. I don't think</p> <p>13 expectation -- actually, I wouldn't say</p> <p>14 expectation. I would say hope.</p> <p>15 THE COURT REPORTER: I'm sorry, did you</p> <p>16 say "hope"?</p> <p>17 THE WITNESS: Hope, h-o-p-e, as in no</p> <p>18 hope, no fear. Sorry.</p> <p>19 BY MS. LONGO:</p> <p>20 519 Q. So we have kind of outlined their</p> <p>21 role and you agreed an important role in Council,</p> <p>22 and so although we call it the Haudenosaunee</p> <p>23 Confederacy Chiefs Council, would it be fair to say</p> <p>24 that it is comprised of both the Chiefs and the</p> <p>25 Clan Mothers?</p>	<p style="text-align: right;">141</p> <p>1 question?</p> <p>2 BY MS. LONGO:</p> <p>3 524 Q. I think he has already answered</p> <p>4 that affirmatively previously, so I'll move on.</p> <p>5 Turning to the Clan Mothers, am I right</p> <p>6 in understanding that if all of the positions for</p> <p>7 Haudenosaunee Clan Mothers were filled by living</p> <p>8 persons, there would be 49?</p> <p>9 A. Correct. Well, there might be</p> <p>10 more.</p> <p>11 525 Q. There might be more, or are you</p> <p>12 aware of there being more?</p> <p>13 A. No, but there might be more</p> <p>14 because there has been something called duplication</p> <p>15 of titles which has occurred historically in terms</p> <p>16 of addressing basically colonization and the</p> <p>17 imposition of the border between America and</p> <p>18 Canada.</p> <p>19 526 Q. Can you tell me how many of the</p> <p>20 Clan Mothers' positions are held by living persons</p> <p>21 as of today?</p> <p>22 A. No, I can't.</p> <p>23 527 Q. Are you able to estimate?</p> <p>24 A. An estimate would be 35 to 40.</p> <p>25 And by that I am taking you mean a condoled Clan</p>

<p style="text-align: right;">142</p> <p>1 Mother, because if we just go off of people who 2 have taken on the title of Clan Mother, that number 3 could be in the hundreds and -- 4 528 Q. And so approximately -- sorry. 5 A. Sorry, just to be clear on this, I 6 don't want this -- I don't want you to think that I 7 am -- I am not trying to be cute about this, but 8 there are different types of Clan Mothers and roles 9 in relation to how Confederacies and Nations work 10 and how different Clans express themselves, and 11 some of the Nations and some of the places where 12 the Haudenosaunee exist have things that I can best 13 describe as Community Councils which are affiliated 14 with the Grand Council, and then you have Helper 15 people who take on roles of Clan Mother. 16 So I won't go on any further other than 17 to give you that explanation just so that there is 18 clarity on that point. 19 529 Q. Okay. And of the approximately 35 20 to 40 condoled Clan Mothers that you mentioned, how 21 many of those positions -- sorry, of the 49 22 potential positions, how many Clan Mothers were 23 living and condoled the year HDI was formed in 24 2007? 25 A. Approximately the same number as</p>	<p style="text-align: right;">144</p> <p>1 River, the Indian Reserve, and there are a number 2 of different places there, for instance, Frog Pond, 3 Ohsweken. So the meetings didn't actually take 4 place in Ohsweken, but for the purposes of the 5 cross, I think I am answering accurately. 6 537 Q. And so when you previously said 7 that this Council ordinarily meets at Ohsweken, 8 what you meant was ordinarily meets at the Onondaga 9 Longhouse? 10 A. Correct. 11 538 Q. Were you present at these four to 12 five meetings? 13 A. Yes, I was. 14 539 Q. How many of the 33 living and 15 condoled Chiefs were present at those meetings? 16 A. I don't recall. 17 540 Q. It is my understanding that there 18 were under ten Chiefs there; is that correct? 19 A. I don't recall. Which meeting are 20 you referring to? 21 541 Q. The four to five meetings to 22 establish HDI. 23 A. I don't recall. 24 542 Q. How many of the 35 condoled and 25 living Clan Mothers were present at that meeting?</p>
<p style="text-align: right;">143</p> <p>1 the Chiefs that I gave you earlier. 2 530 Q. So approximately 33? 3 A. In that range, yes. 4 531 Q. Thank you. 5 A. And it might be a little bit 6 higher, actually. 7 532 Q. And what would a little bit higher 8 be? 35? 9 A. 35, yeah, 35-ish. 10 533 Q. And you have said that HDI was 11 established in 2007. Was it established through a 12 decision of Council? 13 A. Correct. 14 534 Q. And was it established by a 15 decision made at one Council meeting? 16 A. No. 17 535 Q. How many Council meetings? 18 A. I believe there was four or five 19 different Council meetings. 20 536 Q. Did these meetings take place at 21 Ohsweken? 22 A. Yes, at the Onondaga Longhouse, 23 which is not technically not Ohsweken. Ohsweken 24 refers to the actual village that is located on 25 what you would refer to as Six Nations of the Grand</p>	<p style="text-align: right;">145</p> <p>1 A. I don't recall. 2 543 Q. It is my understanding that there 3 were under six; is that correct? 4 A. I don't recall the number that 5 were there. 6 544 Q. And you have said in your 7 affidavit that HDI has been instructed to intervene 8 in this litigation by the HCCC. I am not going to 9 be asking you any questions about the substance of 10 those instructions, but I do have questions about 11 the time and method. 12 Were these instructions given through a 13 decision of Council? 14 A. Yes. 15 545 Q. Was that decision made at one 16 Council meeting? 17 A. No. 18 546 Q. How many meetings? 19 A. Over the last I would say at least 20 ten to fifteen meetings. 21 547 Q. What time period did those 22 meetings occur over? 23 A. The last year and a half. 24 548 Q. And did those meetings take place 25 on a monthly basis or were these separate meetings?</p>

<p style="text-align: right;">146</p> <p>1 A. These were separate meetings. 2 These were separate meetings, meetings separate and 3 apart from the first Saturday of the month 4 Haudenosaunee Confederacy Chiefs Council standing 5 meeting. 6 549 Q. Did these meetings take place at 7 the Onondaga Longhouse? 8 A. No. 9 550 Q. Where did they take place? 10 A. At different offices of the 11 Confederacy Chiefs and HDI. 12 551 Q. So which offices were those? 13 A. Are you asking for addresses 14 or -- I am not sure what the question is. Are you 15 asking for addresses? 16 552 Q. Well, I am asking for are these 17 official locations? How many locations? Let's 18 start with that. How many different locations did 19 the meetings take place at? 20 A. Well, some of them -- lots of 21 different locations, at least ten different 22 locations. We would meet with Chiefs and Clan 23 Mothers at their homes. We would meet with them 24 over lunch. We would meet with them at the HDI 25 office. We would meet with them at the Oneida Road</p>	<p style="text-align: right;">148</p> <p>1 A. I would say a little bit less in 2 terms of the Clan Mothers. So I think at one time 3 we had eight there for the one meeting, and then at 4 other times, just to be clear, in many of those 5 meetings Clan Mothers sent their Helpers. 6 557 Q. So sometimes they sent other 7 Helpers? 8 A. Correct. 9 558 Q. And it was the evidence of 10 Mr. Doolittle that Council met on April 2nd, 2022 11 and at that meeting HCCC resolved to authorize HDI 12 to intervene in this litigation. Can you tell me 13 how many of the 35 living condoled Chiefs were 14 present at that meeting? 15 A. I don't recall. I am not sure -- 16 I am just trying to remember if that was on Zoom or 17 if it was in person, but I don't recall. 18 559 Q. It is the evidence of 19 Mr. Doolittle that it was via Zoom. Are you able 20 to recall knowing that it was Zoom? 21 A. No, that makes it worse. 22 560 Q. Are you able to estimate? 23 A. No. As in today, I can only see 24 two or three people on the screen right now, but I 25 am sure there are more here.</p>
<p style="text-align: right;">147</p> <p>1 offices. 2 553 Q. Were these places that Council 3 would normally meet? 4 A. Yes. Well, it is not a Council 5 meeting. Like I said, it is meeting with Chiefs 6 and Clan Mothers, and these are places that, yes, 7 typically we would meet with a Chief or a Clan 8 Mother to address issues in terms of what they 9 refer to as kitchen -- it is basically kitchen talk 10 politics. It is you go to them where they are, and 11 often that is in their kitchen over a cup of tea 12 and then you would address the issue and discuss 13 the matters with them. 14 554 Q. Were you present at these ten to 15 fifteen meetings? 16 A. Not all of them, but I would say 17 at least two-thirds. 18 555 Q. Can you tell me how many of the 19 living condoled Chiefs, which is 35, were present 20 at any of those meetings? 21 A. It varied. It ranged from one to 22 twenty. 23 556 Q. And how many of the approximately 24 35 condoled living Clan Mothers were present at 25 those meetings?</p>	<p style="text-align: right;">149</p> <p>1 561 Q. But you were at no point aware of 2 how many individuals were there? 3 A. I was aware during the course of 4 the meeting, I presume, but I can't recall. 5 562 Q. Okay. Can you give your best 6 estimate? 7 A. On a Zoom call, no, I couldn't 8 really do that. 9 563 Q. Can you tell me how many of the 10 approximately 35 living condoled Clan Mothers were 11 at that April 2nd, 2022 meeting? 12 A. No, I wouldn't have an estimate. 13 564 Q. Are you able to give an estimate? 14 A. No. 15 565 Q. And you have said that you are a 16 Delegate of HDI; correct? 17 A. Correct. 18 566 Q. Do you in turn consider HDI to be 19 a Delegate of the Chiefs and Clan Mothers of the 20 Confederacy Council? 21 A. We have had a lot of discussion 22 about what HDI is, both internally and externally, 23 and in coming to positions generally associated 24 with translation more or less, the Chiefs used to 25 have, and it is in the Great Law, a title called</p>

150	<p>1 Pine Tree Chiefs. And so that, the use of Pine</p> <p>2 Tree Chiefs, has been all but eliminated for a</p> <p>3 bunch of reasons, but the Great Law, on my</p> <p>4 understanding, gives the Chiefs the ability to</p> <p>5 quote/unquote "add rafters" and --</p> <p>6 567 Q. Sorry, can you say that word</p> <p>7 again?</p> <p>8 A. "Add rafters", r-a-f-t-e-r-s, as</p> <p>9 in rafters of a house. So metaphorically -- and</p> <p>10 the problem is the language is a bit metaphorical.</p> <p>11 So HDI is something akin to a rafter that takes on</p> <p>12 the roles and responsibilities of -- the Pine Tree</p> <p>13 Chiefs were given very specific roles and</p> <p>14 responsibilities and their terms could start and</p> <p>15 end, and they acted with some type of authority</p> <p>16 given to them by Council.</p> <p>17 So I am not saying, I don't think we</p> <p>18 are necessarily a Pine Tree Chief, but we tried to</p> <p>19 figure out as best we could a means by which we</p> <p>20 would be echoing traditional past practices of the</p> <p>21 Council in a modern context.</p> <p>22 So that is my very long-winded answer</p> <p>23 to whether or not HDI is a "Delegate",</p> <p>24 quote/unquote.</p> <p>25 And just a final point is that</p>	152
151	<p>1 "Delegates", that term has significant cultural and</p> <p>2 spiritual -- you know, there is a lot of stuff</p> <p>3 attached to being a Delegate that isn't reflected</p> <p>4 in what you would contemplate by that word</p> <p>5 "Delegate". So that is one of the reasons I am</p> <p>6 having a tough time answering the question.</p> <p>7 568 Q. And so when you say that you are a</p> <p>8 Delegate of HDI, you are including that cultural,</p> <p>9 spiritual definition --</p> <p>10 A. Yes.</p> <p>11 569 Q. -- in the word "Delegate". Can</p> <p>12 you explain to me what that means?</p> <p>13 A. Well, it means that you have been</p> <p>14 tasked with -- like, it is like the best way I</p> <p>15 could say it is like you have been given a quest</p> <p>16 and you are not allowed out of the game until the</p> <p>17 quest is over. It is not something that you</p> <p>18 can -- you can't quit. You can't walk away from</p> <p>19 it. You are bound metaphysically with the work.</p> <p>20 You have made a commitment to future generations.</p> <p>21 Even talking about it now is tough.</p> <p>22 570 Q. So it is something of great</p> <p>23 significance is what you are saying?</p> <p>24 A. Well, no, I am not saying that. I</p> <p>25 am not saying great significance. It is just it is</p>	153

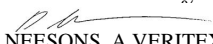
154	<p>1 positions they want their Treaty partners to hear</p> <p>2 and understand. Sometimes that communication takes</p> <p>3 place in the context of development and the</p> <p>4 development community. Other times it takes place</p> <p>5 in the context as we are here today, when directed,</p> <p>6 to communicate as best as we can with Treaty</p> <p>7 partners so that positions that the Chiefs have</p> <p>8 held from time immemorial and certainly from the</p> <p>9 time of contact can be properly articulated before</p> <p>10 the Crown in its capacity as Her Majesty -- or</p> <p>11 sorry, the King in the Right of Ontario - it is</p> <p>12 going to take me awhile to get used to that - the</p> <p>13 King in Right of Ontario and the King in Right of</p> <p>14 Canada, which - and thanks for giving me a little</p> <p>15 bit of latitude - which sort of elaborates and, you</p> <p>16 know, supports this position about what HDI is,</p> <p>17 because one of the things that in trying to explain</p> <p>18 or create HDI, we had to go through this process to</p> <p>19 explain to the Chiefs what is the Crown. Who is</p> <p>20 the Crown and what is the Crown. Is the Crown a</p> <p>21 delegate of the will of the people? Is the Crown a</p> <p>22 sovereign entity? Where does the Crown get its</p> <p>23 jurisdiction? How did the Crown get created? Is</p> <p>24 the Crown a person? Is it a thing? Is it the</p> <p>25 Governor General?</p>	156	<p>1 responsible to Chiefs and Clan Mothers and Council?</p> <p>2 A. Sorry, can you ask the question</p> <p>3 again? As a matter of...?</p> <p>4 579 Q. Practice or expectation, are you</p> <p>5 directly responsible to Chiefs and Clan Mothers and</p> <p>6 Council?</p> <p>7 A. As a Delegate, yes.</p> <p>8 580 Q. And is it your understanding that</p> <p>9 the Confederacy Chiefs and Clan Mothers rely on you</p> <p>10 to be open and transparent in those communications</p> <p>11 with them?</p> <p>12 A. Yes.</p> <p>13 581 Q. Would it be fair to say that the</p> <p>14 Confederacy Council has in turn responsibilities to</p> <p>15 all Haudenosaunee people?</p> <p>16 A. How are you -- it depends on how</p> <p>17 you frame "Haudenosaunee people", but generally,</p> <p>18 yes.</p> <p>19 582 Q. And this is true regardless of</p> <p>20 wherever they may be living, be it Canada,</p> <p>21 Wisconsin, Oklahoma, for example?</p> <p>22 A. Yes.</p> <p>23 583 Q. And that is also your view in the</p> <p>24 context of this litigation relating to lands at</p> <p>25 Grand River, that the Confederacy Council will be</p>
155	<p>1 So all of those questions that the</p> <p>2 Chiefs have were obviously things that we</p> <p>3 contemplated in trying to figure out how to</p> <p>4 interface with this thing called the Crown by the</p> <p>5 creation of HDI.</p> <p>6 574 Q. And so you have expressed a lot of</p> <p>7 different ideas there, and I just want to hone in</p> <p>8 on a couple. So one of the aspects of the</p> <p>9 relationship between HDI and the Chiefs and Clan</p> <p>10 Mothers is that HDI expresses things for the Chiefs</p> <p>11 and Clan Mothers?</p> <p>12 A. Yes.</p> <p>13 575 Q. And another role is that HDI</p> <p>14 explains things to the Chiefs and Clan Mothers,</p> <p>15 like the example that you just gave --</p> <p>16 A. Yes.</p> <p>17 576 Q. -- to provide information and</p> <p>18 context?</p> <p>19 A. Correct.</p> <p>20 577 Q. And so I'll move back to HDI at</p> <p>21 first. As a Delegate of HDI, do you see yourself</p> <p>22 as having responsibilities to HDI?</p> <p>23 A. Yes.</p> <p>24 578 Q. And as a matter of kind of</p> <p>25 practice or expectation, are you directly</p>	157	<p>1 representing the interests of Haudenosaunee people</p> <p>2 wherever they may be; correct?</p> <p>3 A. Yes.</p> <p>4 584 Q. Is that also true for the Grand</p> <p>5 Council that sits at Onondaga?</p> <p>6 A. Yes.</p> <p>7 585 Q. And they are responsible for all</p> <p>8 Haudenosaunee people wherever they may be?</p> <p>9 A. They are the same Council, in my</p> <p>10 understanding.</p> <p>11 586 Q. And is it your understanding that</p> <p>12 part of the Confederacy Council's responsibility to</p> <p>13 all Haudenosaunee people is for the Chiefs and Clan</p> <p>14 Mothers to be open and transparent in their</p> <p>15 communications with those people?</p> <p>16 A. Yes.</p> <p>17 587 Q. Now, by way of example, do you see</p> <p>18 your responsibilities to HDI and the Council as</p> <p>19 requiring you to fully account financially by</p> <p>20 disclosing how much you receive each year in</p> <p>21 payments from HDI and its related corporations or</p> <p>22 organizations?</p> <p>23 A. Disclose to whom?</p> <p>24 588 Q. To HDI and the Council.</p> <p>25 A. That takes place.</p>

158	<p>1 589 Q. Sorry, can you repeat your answer?</p> <p>2 A. Yes, that occurs.</p> <p>3 590 Q. I can't hear the last part. I</p> <p>4 heard "yes".</p> <p>5 A. Yes, that is actually what takes</p> <p>6 place.</p> <p>7 591 Q. Okay. And that responsibility</p> <p>8 also includes financially disclosing or disclosing</p> <p>9 how much other Delegates receive each year in</p> <p>10 payment from HDI and its related corporations and</p> <p>11 organizations?</p> <p>12 A. I can't speak for other Delegates,</p> <p>13 but generally -- in terms of naming people or</p> <p>14 naming amounts?</p> <p>15 592 Q. Both people --</p> <p>16 A. They do an audit. They have an</p> <p>17 outside firm that does an audit, and we also have</p> <p>18 financial statements that are available to the</p> <p>19 Chiefs and Clan Mothers with all of the information</p> <p>20 listed as to amounts that are provided to various</p> <p>21 people working with HDI and/or the numbered</p> <p>22 company.</p> <p>23 And then after the Chiefs and Clan</p> <p>24 Mothers have an opportunity to review those, we</p> <p>25 have an audit meeting where the auditors go through</p>	160
159	<p>1 the audit with the Chiefs and Clan Mothers, and we</p> <p>2 have had one of those annually the last eight</p> <p>3 years, subject to a little bit of online stuff that</p> <p>4 happened with COVID.</p> <p>5 593 Q. Okay, so right now I am not asking</p> <p>6 you about whether that is done. I am asking you</p> <p>7 about your understanding of your own</p> <p>8 responsibilities to the Confederacy Council.</p> <p>9 So do you consider it to be one of</p> <p>10 your --</p> <p>11 A. That is what --</p> <p>12 594 Q. Let me ask the question, okay.</p> <p>13 A. Sorry.</p> <p>14 595 Q. Do you see it as one of your</p> <p>15 responsibilities to disclose to the Council how</p> <p>16 much other Delegates receive every year from HDI or</p> <p>17 related corporations or organizations?</p> <p>18 A. The answer is I have fulfilled</p> <p>19 what I believe to be my obligations by ensuring</p> <p>20 that we have auditing and financial statements</p> <p>21 available to Chiefs and Clan Mothers.</p> <p>22 596 Q. I am asking you about the scope of</p> <p>23 what you believe your responsibilities to be, not</p> <p>24 what you have done.</p> <p>25 A. And I have indicated that I have</p>	161
	<p>1 met what I believe to be the scope of my</p> <p>2 responsibilities by undertaking a process to ensure</p> <p>3 that we have annual auditing and financial</p> <p>4 statements available.</p> <p>5 597 Q. Again, I am asking you about what</p> <p>6 you understand that scope to be, not about what you</p> <p>7 have done.</p> <p>8 A. I understand the scope to be</p> <p>9 satisfied by ensuring that an accounting process to</p> <p>10 undertake it that is transparent and accountable,</p> <p>11 that includes the availability of all financial</p> <p>12 records for Chiefs and Clan Mothers.</p> <p>13 598 Q. Do you see your responsibilities</p> <p>14 to HDI and the Council as including disclosure of</p> <p>15 full details of any real property that HDI has had</p> <p>16 a role in acquiring even if the title is held by</p> <p>17 related corporations or organizations?</p> <p>18 A. Yes.</p> <p>19 599 Q. And have you done that?</p> <p>20 A. Yes.</p> <p>21 600 Q. So if I understand your position</p> <p>22 correctly -- actually, let me take a step back.</p> <p>23 Can you specifically explain how you have complied</p> <p>24 with that responsibility, and let's use the example</p> <p>25 of the condo on Howard Park in Toronto.</p>	

<p>1 A. On what? 2 604 Q. Fully communicated, for example, 3 the information that we were discussing about 4 financial details of compensation and real property 5 to the Haudenosaunee people? 6 A. Yes, they provide an open meeting 7 at Council where the audit is approved, and 8 everyone has an opportunity to review the audit and 9 the accounting process. 10 605 Q. Can you provide specifics about 11 that meeting, how was it done, how is it 12 advertised, when was it? 13 MR. GILBERT: We are talking about 14 meetings, plural, I believe, so you now want to 15 know specific what year? 16 BY MS. LONGO: 17 606 Q. Well, let's start with the 18 acquisition of the condo on Howard Park. That 19 information was communicated to the community by 20 the Chiefs and Clan Mothers? 21 A. I am not sure, but given the 22 recent timing of it, I am not sure what 23 communications have taken place. We have had two 24 different Chiefs that have passed away, so I am not 25 sure if there has been a Council meeting for them</p>	<p>162</p>	<p>1 A. Well, Clans. I don't know how 2 each Chief and Clan Mother communicates with their 3 Clan, but I do know that that process takes place 4 during the Confederacy Councils that are held on 5 the first Saturday of the month, and those meetings 6 are, in my opinion, open and notorious and 7 well-known throughout the community and they are 8 open to the public. 9 611 Q. But you are saying that you are 10 not aware of any specifics of information that 11 would have been conveyed at those meetings? 12 A. Well -- 13 MR. GILBERT: Hold on. I think you are 14 between two meetings. He just referenced the 15 Council meetings, and then you are talking 16 about -- earlier you were talking about meetings 17 involving the Chiefs and Clan Mothers talking to 18 their particular Clans. 19 So which one are you talking about now? 20 BY MS. LONGO: 21 612 Q. You are not aware of any 22 information conveyed by Chiefs and Clan Mothers at 23 Clan meetings? 24 A. Unless I am invited to the Clan 25 meeting, no.</p>	<p>164</p>
<p>1 to disseminate the information, that we have 2 undertaken that process to ensure that HDI 3 Confederacy jurisdiction is respected in the City 4 of Toronto. 5 607 Q. What was the most recent meeting, 6 to your knowledge, that took place where the Chiefs 7 and Clan Mothers conveyed this information to 8 Haudenosaunee people? 9 MR. GILBERT: What information? 10 BY MS. LONGO: 11 608 Q. Any of this type of financial 12 information. You have said there were multiple 13 meetings, so I am asking about his recollection of 14 whatever the most recent meeting was. 15 A. I don't have -- I don't -- I just 16 meet with the Chiefs and Clan Mothers and with 17 other HDI Delegates and staff. I don't meet with 18 their Clans. 19 609 Q. So you don't know how or if the 20 Chiefs and Clan Mothers are kind of acting out or 21 complying with this responsibility to the 22 communities; is that accurate then? 23 A. Well, I am not -- we don't have 24 communities, so I am going back to that. 25 610 Q. Haudenosaunee people.</p>	<p>163</p>	<p>1 613 Q. Now, HDI on this motion is asking 2 the Superior Court to be permitted to intervene in 3 this lawsuit as a party. Is it your expectation 4 that you will continue to be a Delegate for the 5 purposes of HDI participating in this lawsuit? 6 A. When you say -- do you say me 7 personally or do you say HDI? I don't understand 8 the question, sorry. 9 614 Q. I am saying you personally. 10 A. I would have to look at the Motion 11 Record. 12 615 Q. I am asking you whether it is your 13 expectation that you personally will continue to be 14 a Delegate of HDI? 15 A. Okay, so that is what I was 16 confused. You said as a Delegate to the 17 litigation. That is in the hands of the Council. 18 616 Q. You previously characterized your 19 Delegation as a quest that you must be on until it 20 is completed, so is the intervention and 21 participation in this lawsuit one of those such 22 responsibilities for yourself personally as a 23 Delegate of HDI? 24 A. It is the Chiefs that determine 25 when your quest is over, so it is completely within</p>	<p>165</p>

<p style="text-align: right;">166</p> <p>1 their collective capacity and determination. They</p> <p>2 could tell me tomorrow. It is not -- that is not</p> <p>3 something within my control.</p> <p>4 617 Q. But you don't currently have any</p> <p>5 knowledge of your term or position as a Delegate</p> <p>6 coming to an end?</p> <p>7 A. No.</p> <p>8 618 Q. If the Court allows HDI to</p> <p>9 intervene in this litigation as a party, what is</p> <p>10 your position as a Delegate of HDI on whether or</p> <p>11 not HDI would be required to respect a future final</p> <p>12 judgment of the Court?</p> <p>13 A. That is a hypothetical based upon</p> <p>14 another hypothetical. I can't really take a</p> <p>15 position on that.</p> <p>16 619 Q. It is not a hypothetical. There</p> <p>17 will be some legal conclusion of this litigation.</p> <p>18 HDI is asking to intervene. I am asking whether</p> <p>19 HDI, as your position as a Delegate speaking for</p> <p>20 HDI, whether HDI would be required to respect a</p> <p>21 final judgment in this proceeding?</p> <p>22 A. Can you clarify what you mean by</p> <p>23 "respect"?</p> <p>24 620 Q. I mean under Canadian or</p> <p>25 Haudenosaunee Law.</p>	<p style="text-align: right;">168</p> <p>1 So we are aware of that situation, so</p> <p>2 the answer to your question is a question as well,</p> <p>3 because we want to understand better how this</p> <p>4 Treaty-based discourse is supposed to occur in</p> <p>5 terms of what you say is respecting. We always</p> <p>6 respect people. We always respect entities. So</p> <p>7 that is why I was having this difficulty with it.</p> <p>8 BY MS. LONGO:</p> <p>9 623 Q. So now that I have said "bound" --</p> <p>10 A. Well, we are bound --</p> <p>11 624 Q. -- what is your answer to that</p> <p>12 question?</p> <p>13 A. We are bound together always by</p> <p>14 way of our Treaty relationship in the context of</p> <p>15 the Silver Covenant Chain in particular, as well as</p> <p>16 the Two-Row Wampum.</p> <p>17 625 Q. My question was bound by a future</p> <p>18 decision, a final decision of this Court.</p> <p>19 A. Of which Court? Superior Court?</p> <p>20 626 Q. The Court that you are currently</p> <p>21 seeking to intervene in litigation in.</p> <p>22 A. Well, I don't know if there is a</p> <p>23 final decision given the "notwithstanding" clause,</p> <p>24 so you are going to have to be -- the Confederacy</p> <p>25 Chiefs and HDI are bound to respect the</p>
<p style="text-align: right;">167</p> <p>1 A. Well, you have asked it -- like</p> <p>2 when you use the word "respect", it gets a little</p> <p>3 complicated, because we have on the Two-Row Wampum,</p> <p>4 we have three wampum in between, and sometimes one</p> <p>5 of those wampum is referred to as "respect", so --</p> <p>6 621 Q. I can rephrase if that will make</p> <p>7 it easier.</p> <p>8 A. Yeah, it will make it much easier.</p> <p>9 622 Q. What if I say bound by under</p> <p>10 Canadian or Haudenosaunee Law?</p> <p>11 MR. GILBERT: I think that gets into</p> <p>12 sort of legal answers and positions, but with that</p> <p>13 caveat, I am going to let this witness answer. He</p> <p>14 is the Delegate here and what his understanding is.</p> <p>15 THE WITNESS: We have a Treaty-based</p> <p>16 relationship with the Crown. That includes the</p> <p>17 Crown in all of its different emanations, including</p> <p>18 the judiciary, despite the fact that we have never</p> <p>19 really had any engagement with respect to the</p> <p>20 application of the Courts of Justice Act. You</p> <p>21 know, your client is now obligated under section 5</p> <p>22 of the UNDRIP Implementation Act to take all steps</p> <p>23 necessary to ensure that the entirety of its</p> <p>24 conduct and legislation is consistent with UNDRIP,</p> <p>25 which requires pre, prior and informed consent.</p>	<p style="text-align: right;">169</p> <p>1 Treaty-based relationship and to articulate</p> <p>2 positions and to receive positions back as well,</p> <p>3 and whether you want to characterize that as being</p> <p>4 bound or respect, that is -- you are getting into</p> <p>5 some difficult conceptual spaces for us because in</p> <p>6 terms of talking to the Chiefs about what -- they</p> <p>7 see the Court as another emanation of the Crown</p> <p>8 with which they have a Treaty relationship, and I</p> <p>9 don't think that they have ever contemplated that</p> <p>10 relationship as including the ability of one party</p> <p>11 to dictate to another party.</p> <p>12 627 Q. Okay. What is your position as a</p> <p>13 Delegate of HDI whether or not all Haudenosaunee</p> <p>14 people or all people of the Haudenosaunee</p> <p>15 Confederacy would be bound under Canadian or</p> <p>16 Haudenosaunee Law in a future final judgment of</p> <p>17 this Court?</p> <p>18 MR. GILBERT: Again, that is a legal</p> <p>19 question. Given his position as a Delegate and as</p> <p>20 a lawyer, I'll let him answer about what his</p> <p>21 understanding is, but it is a legal position.</p> <p>22 THE WITNESS: I can't speak for all</p> <p>23 people any more than Prime Minister Trudeau can</p> <p>24 speak for all Canadians. Presumably --</p> <p>25 BY MS. LONGO:</p>

170	<p>1 628 Q. Is your --</p> <p>2 A. Presumably if all Canadians</p> <p>3 followed the law, there would be no need for a</p> <p>4 Criminal Code, but anyway...</p> <p>5 629 Q. I am not asking whether people of</p> <p>6 the Haudenosaunee Confederacy will follow the law.</p> <p>7 I am asking whether it is your position as a</p> <p>8 Delegate of HDI that they would be bound, to use</p> <p>9 the word that you recognize, under Canadian or</p> <p>10 Haudenosaunee Law by a future final decision in</p> <p>11 this litigation?</p> <p>12 A. I can't speak to individuals'</p> <p>13 interpretation of their relationship with the</p> <p>14 Crown, and just in the context of preparing for</p> <p>15 this, I think that realistically the process of</p> <p>16 dealing with colonization has resulted in a number</p> <p>17 of different perspectives that we have tried our</p> <p>18 best to ensure are something that collectively all</p> <p>19 Haudenosaunee people can adopt and incorporate into</p> <p>20 their own processing of their personal</p> <p>21 reconciliation with what the Crown has done to</p> <p>22 them.</p> <p>23 630 Q. What is your position as a</p> <p>24 Delegate of HDI on whether or not the Chiefs and</p> <p>25 Clan Mothers of the Confederacy Council would be</p>	172	<p>1 "in some way". In some way the Chiefs and Clan</p> <p>2 Mothers feel bound to the Canadian settler colonial</p> <p>3 state, which includes the judiciary, and given the</p> <p>4 fact that those three wampum between the River of</p> <p>5 Life, on the River of Life, they are bound by that</p> <p>6 Treaty-based relationship, which in certain</p> <p>7 contexts would include decisions where Canada</p> <p>8 articulates positions, whether it be from the</p> <p>9 executive, the legislative or the judiciary.</p> <p>10 632 Q. And is this one of those contexts?</p> <p>11 A. We are not there yet to know the</p> <p>12 context of the context, so I can't really answer</p> <p>13 the question. But as a Delegate, that is my</p> <p>14 understanding.</p> <p>15 MS. LONGO: Okay, thank you, Mr.</p> <p>16 Detlor. I am going to take a brief five-minute</p> <p>17 break to consult with my colleagues, and so if we</p> <p>18 want to come back at 11:56?</p> <p>19 THE WITNESS: Thank you, Counsel.</p> <p>20 -- RECESSED AT 11:51 A.M.</p> <p>21 -- RESUMED AT 11:56 A.M.</p> <p>22 MS. LONGO: Thank you, Mr. Detlor.</p> <p>23 That concludes my questions.</p> <p>24 THE WITNESS: Thank you, Counsel.</p> <p>25 MS. ANTONIOS: Mr. Gilbert, I had one</p>
171	<p>1 bound under Canadian or Haudenosaunee Law with</p> <p>2 respect to any future final judgment in this</p> <p>3 litigation?</p> <p>4 MR. GILBERT: Again, it is a legal</p> <p>5 position, but I'll let the witness answer his</p> <p>6 understanding.</p> <p>7 THE WITNESS: Well, we are always bound</p> <p>8 by Haudenosaunee Law, and I don't think that</p> <p>9 really -- it is kind of funny because when you say</p> <p>10 "Haudenosaunee" and "Canada", those are two Mohawk</p> <p>11 words that you are using. So conceptually, from</p> <p>12 their perspective, I think they are always bound to</p> <p>13 the law, and I don't know if you really want me to</p> <p>14 get into splitting hairs about the differences</p> <p>15 between an English colonial settler perspective on</p> <p>16 the common law versus whether or not that properly</p> <p>17 incorporates and can articulate Haudenosaunee Law.</p> <p>18 So --</p> <p>19 BY MS. LONGO:</p> <p>20 631 Q. I can clarify. I am not asking</p> <p>21 whether they are bound generally under the law. I</p> <p>22 am asking you if they will be bound to follow --</p> <p>23 bound in some way by any future final judgment,</p> <p>24 either bound under Haudenosaunee or Canadian law?</p> <p>25 A. In some way -- your question said</p>	173	<p>1 clarification question arising from Canada's</p> <p>2 questions.</p> <p>3 MR. GILBERT: Okay.</p> <p>4 CROSS-EXAMINATION BY MS. ANTONIOS:</p> <p>5 633 Q. Mr. Detlor, you were asked about</p> <p>6 property at 154-38 Howard Park in Toronto?</p> <p>7 A. Correct.</p> <p>8 634 Q. That is a condo owned by 243</p> <p>9 Ontario?</p> <p>10 A. Correct.</p> <p>11 635 Q. And you personally co-own that</p> <p>12 condo with 243 Ontario; correct?</p> <p>13 A. Correct.</p> <p>14 636 Q. You have a 50 percent interest?</p> <p>15 A. Correct.</p> <p>16 MS. ANTONIOS: Thank you, that is my</p> <p>17 question.</p> <p>18 MR. GILBERT: Any further examination?</p> <p>19 MS. ANTONIOS: Nothing further from me.</p> <p>20 MS. LONGO: Nothing from Canada.</p> <p>21 MR. GILBERT: Okay.</p> <p>22</p> <p>23 -- Adjourned at 11:59 a.m.</p> <p>24</p> <p>25</p>

<p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 I, DEANA SANTEDICOLA, RPR, CRR,</p> <p>4 CSR, Certified Shorthand Reporter, certify:</p> <p>5 That the foregoing proceedings were</p> <p>6 taken before me at the time and place therein set</p> <p>7 forth, at which time the witness was put under oath</p> <p>8 by me;</p> <p>9 That the testimony of the witness</p> <p>10 and all objections made at the time of the</p> <p>11 examination were recorded stenographically by me</p> <p>12 and were thereafter transcribed;</p> <p>13 That the foregoing is a true and</p> <p>14 correct transcript of my shorthand notes so taken.</p> <p>15</p> <p>16</p> <p>17</p> <p>18 Dated this 28th day of March, 2023.</p> <p>19</p> <p>20</p> <p>21</p> <p>22 </p> <p>23 NEESONS, A VERITEXT COMPANY</p> <p>24 PER: DEANA SANTEDICOLA, RPR, CRR, CSR</p> <p>25</p>	<p>174</p>

TAB 1

Court File No. CV-18-594281-0000

**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 HAUDENOSAUNEE DEVELOPMENT INSTITUTE (AARON DETLOR AND BRIAN DOOLITTLE), AS APPOINTED BY THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL, ON BEHALF OF THE HAUDENOSAUNEE CONFEDERACY

Moving Party

NOTICE OF EXAMINATION

TO: Aaron Detlor, a representative of the Moving Party, the Haudenosaunee Development Institute (“**HDI**”)

YOU ARE REQUIRED TO ATTEND

By video conference

at the following location:

Zoom coordinates to be provided

on _____, 2023 for:

Cross-examination on your affidavit affirmed August 31, 2022 (the “**Affidavit**”), your affidavit affirmed February 6, 2023 adopting the evidence in the affidavit of Richard Saul affirmed February 6, 2023 (the “**February 6 Affidavit**”), and your supplementary affidavit affirmed February 8, 2023 (the “**Supplementary Affidavit**”).



If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. Any expert reports in the possession of HDI, the Haudenosaunee Confederacy Chiefs Council (“**HCCC**”), or the Haudenosaunee Confederacy (“**HC**”) related to the issues in this court action.
2. Any meeting minutes of the HDI and the HCCC, and communications to you from the HDI and the HCCC, regarding this court action.
3. Any originating processes and court pleadings of the HDI and the HCCC or related entities in any Canadian or US court.
4. Any documents related to the recognition or jurisdiction of Canadian or US courts by the HDI and the HCCC.
5. All financial statements, whether audited or unaudited, of HDI from 2015 to present.
6. All financial statements of HCCC and any entity controlled or governed by the HCCC from 2015 to present, whether audited or unaudited.
7. Any communications or notes of communications between the HDI and/or the HCCC and the defendants Canada and/or Ontario regarding this court action.
8. Any communications between the HDI and/or the HCCC and Haudenosaunee bands, tribes, or longhouses concerning this court action, and notes of any such communications. This excludes Court-ordered notices sent by HDI pursuant to court orders of Justices Sanfilippo and Akbarali.

9. Any membership codes or documents setting out the membership criteria for the HDI and the HCCC.
10. Any affidavits or other evidence filed in *Haudenosaunee Development Institute v. Ontario (Minister of the Environment)* (Divisional Court File No. 426/21).
11. The Amended Notice of Motion dated February 8, 2023 filed in *The Haudenosaunee Development Institute v. Metrolinx* (Toronto Court File No. CV-23-694346), and the following affidavits filed in that matter:
 - (a) Affidavit of Aaron Detlor affirmed February 7, 2023, including any exhibits; and
 - (b) Reply affidavit of Aaron Detlor affirmed February 9, 2023, including any exhibits and any documents referenced in the affidavit, to the extent they are not exhibits.
12. Articles of incorporation, all annual returns or filings, and financial statements (whether audited or unaudited) from 2015 to present for entities related to HDI, including but not limited to:
 - (a) 2438543 Ontario Inc.; and
 - (b) Ogwawihsta Dedwahsnye.
13. With reference to the Affidavit:
 - (a) Any documentation evidencing the creation of the HDI referenced in paragraph 23 or constituting documents of HDI;
 - (b) Any documentation evidencing your appointment as a “Delegate” with the HDI referenced in paragraph 23 and any documents describing the mandate or responsibilities of a “Delegate”;
 - (c) Your contract of employment with HDI or any documentation showing your position/role with HDI and/or HCCC and/or related entities;

- (d) Any documentation evidencing the general instructions from the HCCC referenced in paragraph 23, and the specific instruction to HDI to intervene in this court case referenced in paragraph 24;
 - (e) All of the “Canadian government directives and legislation that facilitate HDI’s intervention” in this court case referenced in paragraph 27; and
 - (f) Any documentation supporting the assertion in paragraph 38 that the HCCC (through HDI as its representative) “took steps to engage with this litigation as expeditiously as it could”.
14. Any documentation or meeting minutes evidencing the HCCC’s discussion of this court action and the “options” it considered referred to in Exhibits A and B of the Supplementary Affidavit.
15. Any responses received by HCCC or HDI or any related individual to the letters at Exhibits A and B of the Supplementary Affidavit.
16. The agenda, list of participants, any meeting minutes, and any resolutions from the February 11, 2023 meeting referenced in the letters at Exhibits A and B of the Supplementary Affidavit.
17. With reference to paragraphs 8 and 9 of the February 6 Affidavit, any documentation apart from the declaration of trust regarding HDI transferring its ownership interest in 2438543 Ontario Inc. to HCCC.
18. Any documentation relating to your, the HDI’s, and the HCCC’s awareness of or communications about this court action dating to when it was commenced in the 1990s. This includes but is not limited to internal communications and public/media reports.

February 21, 2023

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Lawyers for His Majesty The King in Right of Ontario

SIX NATIONS OF THE GRAND
RIVER BAND OF INDIANS
Plaintiff

-and- THE ATTORNEY GENERAL
OF CANADA et al.
Defendants

-and- THE HAUDENOSAUNEE
DEVELOPMENT INSTITUTE et al.
Moving Party

Court File No. CV-18-594281-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brantford and transferred
to Toronto

NOTICE OF EXAMINATION

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Fax: 416-863-2653

JFK LAW LLP

816-1175 Douglas Street
Victoria, BC V8W 2E1

Robert Janes LSO #33646P

Tel: 250-405-3466 / RJanes@jfkllaw.ca

Lawyers for the Plaintiff

TAB 2

B-2-381

This is Exhibit "G" to the Affidavit of
Aaron Detlor, affirmed this 7th day of
February, 2023



Commissioner for Taking Affidavits

B-2-381

EXHIBIT
A

McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

592

B-2-382



Bryn Gray

Partner
Direct Line: (416) 601-7522
Direct Fax: (416) 868-0673
Email: begray@mccarthy.ca

*Assistant: Accardo, Nicolina
Direct Line: (416) 601-8200 x542176
Email: naccardo@mccarthy.ca*

January 30, 2022

Mr. Aaron Detlor
Mr. Jake Linklater
Haudenosaunee Development Institute
16 Sunrise Ct, Suite 402B
Ohsweken, ON N0A 1M0

Dear Mr. Detlor and Mr. Linklater:

Re: Monitoring Agreements

We are writing regarding the 15 monitoring agreements between HDI and Metrolinx.

As you are aware, 14 of the 15 monitoring agreements expire on January 30 and 31, 2023 and there is one remaining agreement that expires on December 31, 2023 (for the Queen Street Hwy BRT). We are writing to advise that Metrolinx will not be extending the 14 monitoring agreements that expire on January 30 and 31, 2023 and will be terminating the Queen Street Hwy BRT monitoring agreement effective March 1, 2023.

Metrolinx previously extended the 13 monitoring agreements that expired on December 31, 2022 to January 31, 2023 to provide additional time to negotiate a Relationship Agreement. In extending the termination date by one month, Mr. Hovius notified you that this was a short-term extension and that any HDI monitoring after January 31, 2023 would need to be undertaken pursuant to a new agreement (including for the Guelph Subdivision monitoring agreement that expires on January 30, 2023). The draft Relationship Agreement was shared on December 23, 2022 and we did not receive any substantive comments back relating to this agreement.

Since sharing a draft Relationship Agreement, there have been numerous additional issues with HDI activities at Metrolinx sites including destruction of property, the obstruction of work, the monitoring of activities that are not covered by the agreements, issues with the number of monitors attending sites, and continued issues with invoicing. This includes invoices that were submitted today that appear to be for the review of reports that Metrolinx did not request HDI to review and without sufficient details on the work performed.

Given these issues, Metrolinx is not prepared to further extend the terms of the monitoring agreements that expire on January 30 and 31, 2023 and it needs time to further assess the terms of any new monitoring agreement with HDI.

We will be in touch to discuss proposed next steps once these issues have been considered further.

B-2-382

Yours truly,



Bryn Gray

TAB 3



From: Aaron Detlor <aaron@detlorlaw.com>

Sent: December 16, 2022 3:46 AM

To: Diana Miles <DMiles@lso.ca>

Cc: Mirka Adamsky-Rackova <MAdamsky@lso.ca>; Brian Doolittle <ganowa@me.com>; Tekarihogen Allen McNaughton <orionateka4@aol.com>; Roger Silversmith <rogersilversmith2@gmail.com>; Cleve Thomas Dehatgahdos <cjthomas21@hotmail.com>; Colin Martin <jowahaise@gmail.com>; Kris Hill <kmk55@aol.com>; Mike Mitchell <mkmitchell1760@hotmail.com>; Tracey General <traceyghdi@gmail.com>; williams todde@gmail.com <williams.todde@gmail.com>; Janice Williams <janicewilliams@hdi.land>; sharanmartin <sharanmartin@hdi.land>; jake linklater <jake@otsikwakowa.com>; chazz pitts <chazz@otsikwakowa.com>; Daniel Kalichman <danielkalichman.work@gmail.com>; josh <josh@otsikwakowa.com>; Diio Maracle <diio@otsikwakowa.com>; Eric Hovius <Eric.Hovius@metrolinx.com>; bryan hendry <bryan@otsikwakowa.com>

Subject: Re: Metrolinx Osgoode Hall Ontario Line Project (Project)

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Good morning Ms. Miles

About an hour ago I began dismantling a fence that was infringing and impairing my ability to exercise treaty rights.

A security official from the law society approached me and asked me what I was doing and I tried to explain to him the situation.

Despite my best efforts to advise that the property that I was on was not law society property he ignored my input and called the police.

I continued on my merry way with the dismantling of the fence and the police took grave exception to my conduct on the basis that I was trespassing on law society property.

I explained the situation to the police who were very much disinterested in anything that I had to say.

They indicated that I was going to be arrested if I continued and I made the very specific inquiry as to why I was going to do arrested and they indicated that I was interfering with law society property.

It would be of assistance if you could advise your security officials with respect to where the new property lines are located.

I would only add that the young man who is working for you was exceptionally polite, composed, diligent and an all around very nice person who was placed in a very unfortunate position.

Regards

Aaron Detlor

On Fri, Dec 9, 2022, 12:01 PM Aaron Detlor <aaron@detlorlaw.com> wrote:

Dear Ms. Miles:

Thank you for meeting with us by way of zoom conference call today.

I confirm that Mr. Linklater and I were on the call for HDI.

As indicated we are concerned with the lack of engagement undertaken on the part of Metrolinx, where Metrolinx activities are impairing and infringing upon the established rights and interests of the Haudenosaunee which you are aware are protected by s. 35 of the *Constitution Act, 1982*.

We have advised Metrolinx and its contractors that we will be on-site lawfully exercising treaty rights and that any proposed work on the site is incompatible with the exercise of those rights. We confirm that we communicated our position that the regulatory approach adopted by the Province of Ontario to date falls short of upholding the honour of the Crown and in this regard we referenced the deficiencies of O.Reg. 341/20. We can confirm that we were denied any funding to participate in any of the approval process for the Ontario Line.

We asked that the LSO contemplate its position on the appropriate process for engagement with respect to 'Indigenous' rights and interests relative to the assertion of rights versus the process required in the case of established rights and interests. I confirm my very brief review of *Tsilhqot'in* (<https://scc-csc.lexum.com/scc-csc/scc-csc/en/item/14246/index.do>) which we say requires the Crown to obtain consent and or justify infringements (which necessarily involves the discharge of fiduciary duties).

I can advise that we take issue with the process advanced by the Province of Ontario, in part, where it has excluded accommodation from the outset which we say puts it offside of the SCC in *Grassy Narrows First Nation* at paragraph 52 (<https://scc-csc.lexum.com/scc-csc/scc-csc/en/item/14274/index.do>).

I can confirm that we are committed to a resolution that addresses a broad spectrum of rights and interests, including the LSO, and that we will continue to communicate in an open and transparent manner to canvas and incorporate those rights and interests as we move forward.

I can also confirm that it is not our intention nor will we unnecessarily disrupt or interfere with work being undertaken by the LSO or the Ontario Court of Appeal. We look forward to meeting monthly if possible to continue to communicate with you with respect to on-going on the ground 'next steps' so that we can address any concerns you or the OCA may have arising from the exercise of our rights and interests.

We look forward to receiving any information you have in relation to the proposed development including the 'slides' that we quickly reviewed.

You will note that we have copied counsel for Metrolinx, Mr. Eric Hovius.

We confirm your information that Mr. Verster has indicated that Metrolinx is not stopping or contemplating accommodations until someone at Queen's Park intervenes. We are in the process of setting up a meeting with the Premiere and the Minister of Transportation and we would certainly welcome your participation at that meeting.

Regards,

Aaron Detlor

p.s. I would kindly ask that you please forward this email to the Chief Justice's office and the Registrar

On Dec 6, 2022, at 7:54 AM, Diana Miles <DMiles@lso.ca> wrote:

Good morning, Mr. Detlor:

I will have my office contact you to schedule a time to meet. Presumably a zoom call to accommodate everyone.

Mirka is copied here and will reach out to arrange that.

Diana

Diana Miles
Chief Executive Officer
Law Society of Ontario
416-947-3328 | dmiles@lso.ca

From: Aaron Detlor <aaron@detlorlaw.com>
Sent: Monday, December 5, 2022 12:48:39 PM
To: Diana Miles <DMiles@lso.ca>
Cc: Aaron Detlor <aaron@detlorlaw.com>; jake linklater <jake@otsikwakowa.com>; chazz pitts <chazz@otsikwakowa.com>; Diio Maracle <diio@otsikwakowa.com>; josh@otsikwakowa.com <josh@otsikwakowa.com>; Trevor Bomberry <trevor.bomberry77@gmail.com>; Joel Strickland <joel@otsikwakowa.com>; bryan hendry <bryan@otsikwakowa.com>; Kris Hill <kmkmk55@aol.com>; jowahaise@gmail.com <jowahaise@gmail.com>; Gary Johnson <garyj426@gmail.com>; Tekarihogen Allen McNaughton <oroniateka4@aol.com>; Cleve Thomas Dehatgahdos <cjthomas21@hotmail.com>; Roger Silversmith <rogersilversmith2@gmail.com>; mayor_tory@toronto.ca <mayor_tory@toronto.ca>; caroline.mulroney@pc.ola.org <caroline.mulroney@pc.ola.org>; dwjudson@gmail.com <dwjudson@gmail.com>; doug.downey@pc.ola.org <doug.downey@pc.ola.org>; dcorbiere@nncfirm.ca <dcorbiere@nncfirm.ca>; saulrick@gmail.com <saulrick@gmail.com>; Brian Doolittle <ganowa@me.com>; Tracey General <traceyghdi@gmail.com>; williams todde@gmail.com <williams.todde@gmail.com>; Janice Williams <janicewilliams@hdi.land>; joshua.patlik@ontario.ca <joshua.patlik@ontario.ca>; jacob.bakan@ontario.ca <jacob.bakan@ontario.ca>; bryder@osgoode.yorku.ca <bryder@osgoode.yorku.ca>; ee@esquegalaw.com <ee@esquegalaw.com>; pmmcMahon@osgoode.yorku.ca <pmmcMahon@osgoode.yorku.ca>; julianf@falcons.ca <julianf@falcons.ca>; Mike Mitchell <mkmitchell1760@hotmail.com>; Jock Hill <ohahokta@hotmail.com>; Jacqueline Horvat <jhorvat@lso.ca>; Sheena Weir <SWeir@lso.ca>; Wynna Brown <wbrown@lso.ca>; Elliot Spears

<ESpears@lso.ca>; Brenda Albuquerque-Boutilier <BAbuque@lso.ca>; Daniel.Marentic@ontario.ca
<daniel.marentic@ontario.ca>

Subject: Re: Metrolinx Osgoode Hall Ontario Line Project (Project)

CAUTION: This email originated from outside the LSO. Exercise caution before clicking links, opening attachments, or responding.

Good Morning Ms. Miles:

Thank you for your email.

We were unaware of the fact that Metrolinx is attempting to expropriate any lands as we did not receive notification or any other form of engagement with respect to the purported expropriation.

For the sake of clarity we can advise that the expropriation will obviously impair, infringe and otherwise interfere with the exercise of rights which are constitutionally protected. Your email is the first indication that we have received of any attempted expropriation.

At present we are investigating the placement of an incidental cabin on the purportedly expropriated lands.

We would like to meet with you at your earliest convenience to discuss any of the logistics which may require consideration and canvas the future of the proposed subway station as it relates to the interests of the Law Society of Ontario.

Regards,

Karihwahyontari
Aaron Detlor

On Dec 1, 2022, at 3:56 PM, Diana Miles <DMiles@lso.ca> wrote:

Dear Mr. Detlor,

Thank you for your email. You may not be aware that certain of the lands on the Osgoode Hall site have been expropriated by Metrolinx, and so the Law Society of Ontario is no longer the legal owner of those lands. The Law Society is currently considering its legal options with respect to these developments. The Law Society is not supportive of Metrolinx's current plans for the site.

In order to answer your question below concerning the cabin, it would be helpful to know whether the proposed cabin would be on the expropriated lands or on other parts of the grounds of Osgoode Hall. Once we have that information from you, we can respond more meaningfully.

We note that if the cabin would be located on the expropriated lands that you may also wish to copy Metrolinx on your correspondence as the current owner.

Regards,

Diana Miles

Chief Executive Officer
Law Society of Ontario
416-947-3328 | dmiles@lso.ca

<image003.png>

From: Aaron Detlor <aaron@detlorlaw.com>
Sent: November 30, 2022 2:06 PM
To: Diana Miles <DMiles@lso.ca>; Wynna Brown <wbrown@lso.ca>; Jacqueline Horvat <jhorvat@lso.ca>
Cc: Aaron Detlor <aaron@detlorlaw.com>; jake linklater <jake@otsikwakowa.com>; chazz pitts <chazz@otsikwakowa.com>; Diio Maracle <diio@otsikwakowa.com>; josh@otsikwakowa.com; Trevor Bomberry <trevor.bomberry77@gmail.com>; Joel Strickland <joel@otsikwakowa.com>; bryan hendry <bryan@otsikwakowa.com>; Kris Hill <kmk55@aol.com>; Colin Martin <jawahaise@gmail.com>; Gary Johnson <garyj426@gmail.com>; Tekarihogen Allen McNaughton <oroniateka4@aol.com>; Cleve Thomas Dehatgahdos <cjthomas21@hotmail.com>; Roger Silversmith <rogersilversmith2@gmail.com>; mayor_tory@toronto.ca; caroline.mulroney@pc.ola.org; dwjudson@gmail.com; doug.downey@pc.ola.org; dcorbiere@nncfirm.ca; Rick Saul <saulrick@gmail.com>; Brian Doolittle <ganowa@me.com>; Tracey General <traceyghdi@gmail.com>; williams todde@gmail.com <williams.todde@gmail.com>; Janice Williams <janicewilliams@hdi.land>; joshua.patlik@ontario.ca; jacob.bakan@ontario.ca; bryder@osgoode.yorku.ca; ee@esquegalaw.com; pmcmahon@osgoode.yorku.ca; julianf@falcons.ca <julianf@falcons.ca>; Mike Mitchell <mkmitchell1760@hotmail.com>; Jock Hill <ohahokta@hotmail.com>
Subject: Metrolinx Osgoode Hall Ontario Line Project (Project)

CAUTION: This email originated from outside the LSO. Exercise caution before clicking links, opening attachments, or responding.

Dear Ms. Horvat and Ms. Miles:

I am writing further to Metrolinx's development plans for a subway station/operations upon land that I understand the LSO claims 'stewardship'. I note that your website indicates that the LSO is a co-owner of Osgoode Hall (<https://lso.ca/about-lso/osgoode-hall-and-ontario-legal-heritage/osgoode-hall#:~:text=In%201874%2C%20it%20transferred%20the,co%2Downers%20of%20Osgoode%20Hall>).

If the LSO is a co-owner I need to better understand how the LSO has given permission for this Project to proceed where the LSO has not undertaken any engagement.

I have called and left messages with Ms. Miles however I have not received a call back as of yet to discuss this matter.

As you are aware the Haudenosaunee hold established rights over the entirety of the land upon which Osgoode Hall is located and certainly hold rights over that area of land contemplated by the subject Project. Haudenosaunee rights and interests include, *inter alia*, those rights codified by the Dish with One Spoon Treaty.

The Dish With One Spoon Treaty clearly sets out that where the Haudenosaunee hold rights then the other nations with whom we are allied also hold rights and interests. You may wish to refer to the following cite which sets out the allied nations associated with the Dish With One Spoon Treaty (https://en.wikipedia.org/wiki/Great_Peace_of_Montreal).

At the same time the Haudenosaunee hold other equitable, legal and 'indigenous' interests with respect to Osgoode Hall itself given the Law Society of Upper Canada's wrongful taking of Haudenosaunee lands and funds, both of which were used for the building of Osgoode Hall. To my knowledge, neither the LSUC nor the LSO have never acknowledged or apologized for the wrongful taking or committed themselves to any type of restitution for the unjust enrichment historically realized by the LSUC and currently enjoyed by the LSO. To my mind there are significant questions as to the lawfulness of the original 1828 purchase of the subject lands and the LSO's current use of Osgoode Hall lands.

Please accept this email as notice that the 'operation' of Osgoode Hall interferes, infringes and impairs the exercise of Haudenosaunee rights and interests with the LSO, a creature of provincial statute, never having obtained consent and/or justified the infringements it is causing.

I also wish to advise that decisions made or contemplated by the LSO on this particular Project will impair, infringe and otherwise interfere with Haudenosaunee rights and interests.

I am concerned that the LSO has not engaged on this Project given the impact of LSO decisions upon established Haudenosaunee rights and interests.

I can also advise that neither the City of Toronto nor the Province of Ontario have sought consent for this Project, upheld fiduciary obligations or otherwise justified infringements occasioned by the Project

We are presently contemplating a full time incidental cabin located on or near the site of the proposed work and we wish to discuss this with you to minimize any impact the lawful exercise of Haudenosaunee treaty rights may have upon Osgoode Hall operations.

I look forward to hearing from you so that we can arrange an in-person meeting to discuss how and when we can assist the LSO with upholding its treaty based commitments and obligations which I understood the LSO recognized and affirmed by way of the acceptance of the two-row wampum now hanging in your building. I understand that Mr. Mitchell, who presented the wampum, would be pleased to join our discussions.

Regards,

Karihwahyontari
Aaron Detlor

https://lawsocietyontario.azureedge.net/media/iso/media/lawyers/practice-supports-resources/equity-supports-resources/2018-guide-for-lawyers-working-with-indigenous-peoples-link-update-2022-final_aoda.pdf

<https://lawsocietyontario.azureedge.net/media/iso/media/lawyers/practice-supports-resources/equity-supports-resources/public-statement-trc-aoda.pdf>

<https://iso.ca/news-events/latest-news/latest-news-2016/statement-in-response-to-government-of-ontario-announcement-%e2%80%93-trc-recommendations>

<https://iso.ca/annualreport/2021/treasurer-s-message> - taking action on reconciliation

<https://lawsocietyontario.azureedge.net/media/iso/media/legacy/pdf/r/rel/release-public-statement-trc.pdf> - this document makes reference to an Aboriginal Strategy which I have been unable to locate

<https://lawsocietyontario.azureedge.net/media/iso/media/about/governance/governance-practices-policies.pdf> - c. advance reconciliation, acknowledging a collective responsibility to support improved relationships between Indigenous and non-Indigenous peoples in Ontario and Canada.

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TAB 4

3/18/23, 5:09 PM

Video shows HDI lawyer Aaron Detlor ramming car into fence

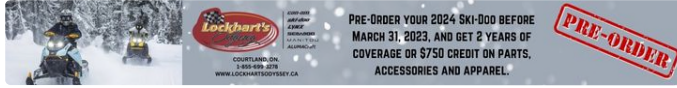


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Video shows HDI lawyer Aaron Detlor ramming car into fence

Local News Nahnda Garlow • February 21, 2023 • Views 2405 • Comments off [Share](#)



TORONTO – Video included in a lawsuit between Metrolinx and the Haudenosaunee Development Institute shows HDI lawyer and the organizations Director ramming his car into a construction fence at Moss Park.



The video was captured on January 16, just after 7:00 a.m., when Detlor drives his Volvo V90 into a 10 foot high metal construction fence, repeatedly. He then exits the vehicle, dressed casually in jeans, boots, a black ball cap and designer Canada Goose winter coat – giving onlookers the thumbs up and shake hands.

Lawyers for Metrolinx said the incident was a part of escalating physical confrontations by HDI, Detlor and their supporters to pressure the transit provider to pay money to HDI.



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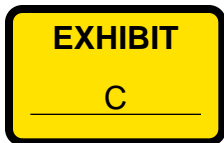
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March 15, 2023

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The case is being reviewed by the Court of Appeal today to see if it will be heard.

The video supports Metrolinx claim that Aaron Detlor has resorted to physical violence in his demands that HDI be compensated for removing trees from Osgoode Hall — going so far as to verbally threaten Metrolinx employees that he would ‘show up at their homes’ and repeatedly ramming his car into a fence at one of the company’s construction sites.

Court documents, obtained by TRT, show that Detlor’s behaviour escalated throughout December 2022 when he attended Osgoode Hall, threatened Metrolinx employees that HDI was going to come to the property and that workers could not complete work while the HDI were present.

Sources told TRT that Detlor threatened Metrolinx employees that he would ‘show up at their house’ for their part in working with Metrolinx.

On a second occasion in December, Detlor came to Osgoode Hall and personally dismantled a construction fence and then emailed the Law Society of Ontario to inform them he did so.

“About an hour ago I began dismantling a fence that was infringing and impairing my ability to exercise treaty rights,” wrote Detlor in an email to the CEO of the LSO.

Police were called and Detlor was told he would be arrested if he did not cease dismantling the fence.

On January 16, Metrolinx employees captured the video of Detlor — and was submitted to the courts as evidence in Metrolinx defence.

Detlor is the lawyer and director for the HDI, an entity that conducts business on behalf of the Haudenosaunee Confederacy Chiefs Council at Six Nations. Detlor is their chosen representative. Ontario requires that developers, municipalities and organizations engage directly with HDI for any development across most of Southern Ontario.

Metrolinx purchased a property outside of Osgoode Hall in Toronto and must remove 11 trees from the property in order to conduct the archeological work that is required before they can build a subway station in front of Osgoode Hall.

Metrolinx says that HDI was notified on numerous occasions that the trees would be removed. The transit provider says that the removal of trees has never been opposed — but says that HDI has “repeatedly confirmed that they can be compensated for all their claims by money” and that all meetings with HDI and Metrolinx regarding the removal of the trees has been about building the compensation model that Metrolinx was going to use to pay HDI.

The financial demands were outlined in an email Detlor sent to Metrolinx including three options: that Metrolinx expropriate and transfer ownership of a mall located in downtown Toronto to the HDI, purchase 45 acres of land in downtown Toronto which Detlor estimated at an approximate \$225 million dollar value and hand that over to HDI, or provide HDI with \$2.5 million to purchase it’s own property – adjacent to the Six Nations reserve.

Call for Directors

It's for our Community. Make a difference. Do you have the **passion, skills and experience** to reimagine our health care services now and for the future?

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Please share your interest by March 10, 2023 at sho.turl.at/jp247

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www.cmh.org
www.cmhfoundation.ca
 Stephanie Fitzgerald sfzgerald@cmh.org

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Six Nations Wildlife and Stewardship Office wants your input and wisdom for our 2023 Bird and Bat Research Surveys

Come share your knowledge about bird and bat species on the reserve!

Ecological Knowledge Interviews will be held March 6th, 2023

Please contact Shawn SO at laurenjones@sixnations.ca 519-445-0331 ext. 6438

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Detlor says that HDI has a 200 acre plot of land in mind that Metrolinx can purchase for them — and that he would send along plans for the property to be developed including woodlots, gardens and medicine plots.

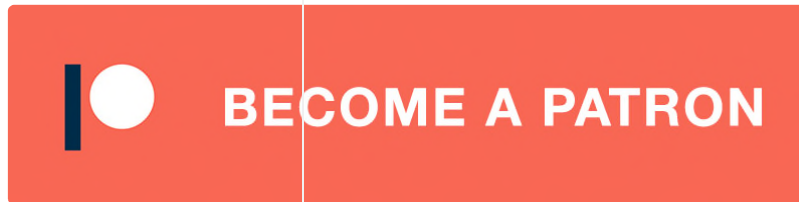
Detlor is also demanding Metrolinx replant 1701 trees to account for the lost trees at a value of \$200 per tree — which can either be paid directly by Metrolinx purchasing appropriate trees, as determined by HDI — or by giving the money for 1701 trees to the HDI.

Metrolinx has refused to agree to any of those demands for financial compensation.

Now, HDI is claiming that the trees are sacred and that their removal is an infringement on the Haudenosaunee ability to hunt and harvest freely in the area.

Metrolinx claims that HDI is now using an application for an injunction and an application to the Court of Appeal in combination with taking their issues to the press and other publicity efforts as leverage to get Metrolinx forced into mediation so HDI can get financial compensation.

As of Tuesday afternoon — the HDI was appealing to the Court of Appeal to try to stop the removal of the trees; and the courts have declined to hear the case. Meaning HDI has lost the case and Metrolinx can remove them to proceed with archeology work.

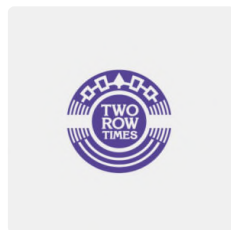


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HAMILTON — The city of Hamilton's water director says no one from Hamilton has been given the opportunity to explain to the Haudenosaunee Confederacy Chiefs...

Mississaugas of the Credit First Nation mourns child's life lost to trailer fire

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The Mississaugas of the Credit First Nation and surrounding communities are mourning the tragic loss of a 10-year-old child, who lost their life in an...

Sports



Little NHL kicks off in Mississauga
March 15, 2023



Snipers and Bears look for victories this weekend
March 8, 2023



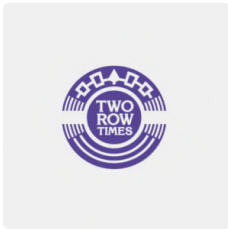
Six Nations ILA to host Lacrosse Invitational
March 8, 2023



Six Nations releases land claim case documents

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OHSWEKEN — All of the materials filed to date in the Six Nations land claim litigation have now been posted online. The website went live...



HDI financial statements show “success fee” payments made to corporate...

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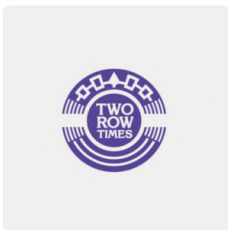
For the first time in years, the financial statements from the Haudenosaunee Development Institute are publicly available online – and the numbers presented leave...



Six Nations transit study eyes on-demand ride-sharing

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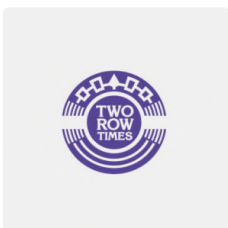
The best public transportation for a rural community like Six Nations is an on-demand ride-sharing system, Six Nations Public Works has found. A transportation study...



Opioids found and eight people charged during Six Nations drug bust

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Eight Six Nations people are facing charges after Six Nations Police conducted search warrants for controlled substances at three local residences and one business...



Two Six Nations brothers found guilty in second degree murder

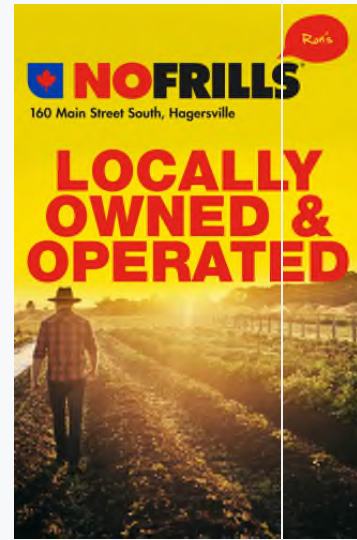
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BRANTFORD — Two Six Nations brothers were found guilty of second degree murder Mar. 1 in the shooting death of Andrew Davis, 27. Davis, known...

Baby tooth teachings

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Losing baby teeth is a right of passage for children. The Akwesasne-based Onkwehonwe Midwives Collective (OMC) has come up with a fun way to commemorate...



Editorial

HCCC Chief draws a blank on-air, former HDI member says money...

March 1, 2023

Letter to the Editor

OPINION: She:kon community leaders, band council, Chief Hill...

April 20, 2022

Letter to the Editor: Federal Election 2021

September 22, 2021

Letter to the Editor, RE: Father's Day Golf Event 2021

July 14, 2021



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30th Indspire Awards celebrates three decades of achievement

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The 2023 Indspire Awards will honour 12 exceptional Indigenous achievers and will also commemorate 30 years of Indigenous excellence, welcoming past Indspire...

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

TRANSCRIPT BRIEF
(Motion for Joinder/Intervention)

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