

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS

Plaintiff (Responding Party)

- and -

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

Defendants (Responding Parties)

- 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

**TRANSCRIPT BRIEF OF THE PLAINTIFF (RESPONDING PARTY),
SIX NATIONS OF THE GRAND RIVER BAND OF INDIANS**

MOTION RETURNABLE MAY 8-10, 2023

April 21, 2023

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Council, on behalf of The Haudenosaunee Confederacy

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Moving Party

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Court File No. CV-18-594281-0000

ONTARIO

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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.

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Grand River Territory

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Also Present: Tayler Hill, Lonny Bomberry

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5773581

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WITNESS: RICHARD SAUL

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and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

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1 -- Upon commencing at 10:04 a.m.

2

3 RICHARD SAUL; AFFIRMED.

4 CROSS-EXAMINATION BY MS. ANTONIOS:

5 1 Q. Good morning, Mr. Saul. My name
6 is Iris Antonios. I am a lawyer for the plaintiff
7 Six Nations of the Grand River, and I will be
8 asking you some questions today about your
9 affidavits.

10 But before we start, just because we
11 are on video and we are not all in the same room, I
12 am going to ask just a few standard questions just
13 to begin.

14 A. Sure.

15 2 Q. And I understand you are
16 physically located at the moment at the offices of
17 Gilbert's law firm?

18 A. Yes, I am.

19 3 Q. And apart from Mr. Gilbert,
20 Mr. Dumigan, Mr. Martin, and Mr. Gibbs, there is no
21 one else in the room with you?

22 A. No, there is not.

23 4 Q. Thank you. And in terms of
24 screens that you have in front of you, are you
25 looking at anything other than this video feed

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

1 Six Nations of the Grand River Territory?

2 A. Yes.

3 11 Q. And then you swore a shorter
4 affidavit on February 6th in support of the
5 Haudenosaunee Development Institute's motion to
6 participate in this action?

7 A. Yes.

8 12 Q. I am going to refer to that as the
9 second affidavit, just for ease, and you will know
10 what I am referring to?

11 A. Okay.

12 13 Q. Thank you. And I am going to
13 refer to the Haudenosaunee Development Institute as
14 HDI, again, for ease throughout the examination,
15 and you will know who I am referring to?

16 A. Okay.

17 14 Q. Thank you. And in your second
18 affidavit, you have adopted the contents of your
19 first affidavit; correct?

20 A. Yes.

21 15 Q. And so I understand you have some
22 corrections to make to the first affidavit, and
23 what are those, sir?

24 A. It is number 29, paragraph 29.

25 16 Q. Yes.

1 A. The last sentence. It should read
2 "from fiscal year 2016 on", instead of "2017".

3 17 Q. Okay, thank you.

4 A. And then number 30, there is
5 reference to three organizations.

6 18 Q. Yes.

7 A. The Ogwawihsta one, I just wanted
8 to clarify that the first audit for that
9 organization was 2019, and in 2018 and 2017 KPMG
10 did review engagements.

11 19 Q. In 2017 and 2018 KPMG did review
12 engagements?

13 A. Yes, and then the first audit was
14 2019.

15 20 Q. And may I have copies of those
16 review engagements in 2017 and 2018?

17 U/A MR. GILBERT: We'll consider that, yes.

18 BY MS. ANTONIOS:

19 21 Q. Thank you. Thank you for those
20 clarifications, sir.

21 A. You are welcome.

22 22 Q. Mr. Saul, our office sent a Notice
23 of Examination for you to Mr. Gilbert's office
24 dated February 22nd, 2023, and I am going to ask
25 Mr. Sheppard to pull that up on the screen.

1 Are you aware of this Notice of
2 Examination, sir?

3 A. Yes, I am.

4 MS. ANTONIOS: I would like to mark
5 that as an exhibit, please. And, Madam Reporter,
6 we will send electronic copies of the documents we
7 share on screen to you and to Counsel.

8 EXHIBIT NO. 1: Notice of Examination
9 to Richard Saul.

10 BY MS. ANTONIOS:

11 23 Q. And so you have reviewed this
12 Notice of Examination, Mr. Saul?

13 A. Yes, I have.

14 24 Q. And are you aware that Mr. Gilbert
15 responded by way of letter dated March 3rd, 2023,
16 to this Notice of Examination?

17 A. Yes, I am.

18 25 Q. And I'll ask Mr. Sheppard to pull
19 that response letter on screen.

20 This is the letter, sir?

21 A. Yes, I have that in front of me.

22 MS. ANTONIOS: And I would like to
23 please mark that as an exhibit as well.

24 EXHIBIT NO. 2: Letter from
25 Mr. Gilbert to Max Shapiro

1 dated March 3, 2023.

2 MS. ANTONIOS: And just pause for a
3 moment, off the record.

4 [Discussion Off The Record.]

5 BY MS. ANTONIOS:

6 26 Q. And, Mr. Saul, I understand from
7 your affidavits that you are a Chartered
8 Professional Accountant, CPA?

9 A. That is correct.

10 27 Q. And you maintain that designation
11 today?

12 A. Yes, in good standing.

13 28 Q. Thank you. And do you have an
14 up-to-date curriculum vitae or a professional bio?

15 A. Not on me, I don't.

16 29 Q. Okay, I --

17 A. I --

18 30 Q. Sorry, go ahead.

19 A. I really haven't had a use for one
20 in recent years, but I don't have one with me at
21 the moment.

22 31 Q. There is one in existence, though,
23 even though you don't have it with you right now?

24 A. Yeah, there is one in existence.
25 I would probably need to update it a little bit.

1 32 Q. May I have a copy of that, please.

2 U/T MR. GILBERT: Well, I mean, the point
3 is I don't want to do a make-work project, so we'll
4 produce the one that exists, and you can have it
5 for what it is.

6 BY MS. ANTONIOS:

7 33 Q. That is fine.

8 Okay. I would like to just turn to
9 your shorter second affidavit, sir.

10 A. Okay.

11 34 Q. In paragraph 4 of that second
12 affidavit -- let me know when you have got it open.

13 A. Yes, I see it.

14 35 Q. So in paragraph 4 of your second
15 affidavit, you state that you rely on the first
16 affidavit to explain HDI's reporting process?

17 A. Yes.

18 36 Q. And finances?

19 A. Yes.

20 37 Q. And accountability to the
21 Haudenosaunee Confederacy; correct?

22 A. Yes, correct.

23 38 Q. And when you say "the
24 Haudenosaunee Confederacy" in that paragraph, sir,
25 are you referring to all members of the

1 Haudenosaunee Confederacy?

2 A. I think it would be the HCCC, the
3 Haudenosaunee Confederacy Chiefs Council.

4 39 Q. So when you say "accountability",
5 it is just to the Haudenosaunee Confederacy Chiefs
6 Council?

7 A. And then I guess by extension that
8 would be the Haudenosaunee community.

9 40 Q. Well, I guess I am just trying to
10 understand from you, sir. Are you discussing
11 finances and accountability and reporting to the
12 community?

13 A. Well, I -- the reporting I do
14 ultimately ends up with the Confederacy, the
15 Haudenosaunee Confederacy Chiefs Council, and then
16 from there, there is mechanisms in place to
17 disseminate that information.

18 41 Q. Okay, and that second step is, you
19 say, to all of the members of the Haudenosaunee
20 Confederacy community?

21 A. That is my understanding.

22 42 Q. Okay. Does that include community
23 members within the Six Nations of the Grand River?

24 A. Yes, it would.

25 43 Q. Okay. And if you could please

1 turn up now the longer affidavit, sir, what I am
2 referring to as your first affidavit.

3 A. Okay.

4 44 Q. Do you have that?

5 A. I do.

6 45 Q. And just looking at paragraph 4
7 there.

8 A. Yes.

9 46 Q. You are a Financial Management
10 Consultant to HDI?

11 A. Yes, amongst other things.

12 47 Q. And we'll get there. And that is
13 since 2017 you have held that role?

14 A. It -- when I initially started
15 working with HDI in 2017, the initial role was
16 to -- because later on in my affidavit there is
17 mention of how the accounting system -- which was
18 originally done through Grand River Employment and
19 Training, and then HDI took over that
20 responsibility themselves.

21 So my initial contact with HDI was to
22 help facilitate their accounting system and get
23 that set up for the three entities, HDI, 243, and
24 Ogwawihsta, and to help the staff become accustomed
25 with the new software.

1 So that was my initial starting point
2 with HDI.

3 48 Q. And that was in 2017?

4 A. Yes.

5 49 Q. And you mentioned the other two
6 entities there, so you have also fulfilled that
7 role with 243 -- I am going to refer to the
8 numbered company as 243 Ontario.

9 A. Okay.

10 50 Q. So you fulfilled that role since
11 2017 with 243 Ontario as well?

12 A. Yes.

13 51 Q. And Ogwawihsta, you have fulfilled
14 that financial management consulting role with that
15 entity since 2017 as well?

16 A. Yes.

17 52 Q. Okay. Ogwawihsta I may refer to
18 as ODI for short form throughout this examination,
19 and you will know who I am referring to?

20 A. Yes, that is fine.

21 53 Q. Thank you. Any other related
22 entities besides 243 and ODI?

23 A. No, the three entities are HDI,
24 243, and ODI.

25 54 Q. And so in your role, you are

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

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?

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.

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?

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.

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

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

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?

1 A. Sorry?

2 96 Q. Is Mr. Williams based in
3 Brantford?

4 A. Where he lives, you mean?

5 97 Q. No, the role, the position, where
6 he performs his function.

7 A. He is at the HDI office.

8 98 Q. That is the Sunrise Court office
9 in Ohsweken?

10 A. Yes, that is one of our -- that is
11 one of the addresses. He works out of the office
12 at 44 6th Line.

13 99 Q. Thank you.

14 A. You are welcome.

15 100 Q. And underneath the "Monitoring
16 Program Manager", we see an "Archaeology & Pipeline
17 Coordinator"; who that?

18 A. Sharann Martin, S-h-a-r-a-n-n
19 Martin.

20 101 Q. Thank you. Based in the same
21 office as Mr. Williams?

22 A. Yes.

23 102 Q. And the "Environmental
24 Coordinator"?

25 A. That is Raechelle Williams,

1 R-a-e-c-h-e-l-l-e Williams.

2 103 Q. Thank you, also based in the same
3 office?

4 A. Yes.

5 104 Q. And moving over to the right,
6 "Communications", currently a position that is
7 vacant?

8 A. Correct.

9 105 Q. And moving further to the right,
10 "Finance Consultant", is that you?

11 A. That is me.

12 106 Q. And where do you perform your
13 Financial Consultant role for HDI? Is it also
14 based at that 44 6th Line office?

15 A. It is either there or at my home
16 office, depending on what exactly requires to be
17 done. But yes, I do work out of that office as
18 well.

19 107 Q. Okay. And on your team, you have
20 a "Finance Officer"?

21 A. Yes.

22 108 Q. Who is that?

23 A. Janice Laforme.

24 109 Q. Based in either that same office
25 or a home office?

1 A. The same office.

2 110 Q. The same office. And "Finance
3 Assistant"?

4 A. Shannon Hill.

5 111 Q. The same office?

6 A. Yes.

7 112 Q. And then moving over to the right,
8 there is a box that says "Consultants". Who are
9 the other consultants?

10 MR. GILBERT: Ms. Antonios, I don't
11 know what the relevance of this is. I have let you
12 go a little bit, but now we are going through every
13 individual that works for them, and it seems to me
14 a fishing expedition on some point that I don't
15 understand. So I don't know how it relates to
16 anything other than these are, you know, employees
17 and that is it. What is --

18 MS. ANTONIOS: Mr. --

19 MR. GILBERT: Why is this relevant?

20 MS. ANTONIOS: Mr. Gilbert, Mr. Saul is
21 here to provide evidence on the finances and
22 accountability of HDI and HDI is moving for a
23 representation order, and so this information is
24 relevant to its appropriateness as a representative
25 and we are entitled to test that.

1 MR. GILBERT: In my view, you are going
2 too far. I think it is a proportionality. I mean,
3 this is personal information as well. So I am
4 going to shut it down at this point.

5 MS. ANTONIOS: So you are refusing to
6 answer who are the consultants employed by HDI?

7 R/F MR. GILBERT: Yes, it is too
8 far-reaching from the issues we have.

9 BY MS. ANTONIOS:

10 113 Q. Okay. Mr. Saul, are you familiar
11 with a website called -- or with the address
12 hdi.land?

13 A. I am aware of it. I don't
14 frequent it, but I know it exists.

15 114 Q. Okay. I am going to ask
16 Mr. Sheppard to show a screenshot from that
17 website. Is that the website that you are aware of
18 at the hdi.land website?

19 A. I have never been to it. I just
20 know that that domain exists.

21 115 Q. To the best of your knowledge, it
22 is an HDI website?

23 A. It is a domain that HDI has paid
24 for.

25 116 Q. Okay. You have no further

1 knowledge beyond that?

2 A. No, not at all.

3 117 Q. Okay. I only ask, sir, because
4 you are listed on this website, and if Mr. Sheppard
5 could scroll down.

6 "Rick Saul", is that you, sir?

7 A. That is me, yeah.

8 118 Q. This site has you listed as
9 Treasurer of HDI; is that accurate?

10 A. I don't know where that -- I mean,
11 that email -- to me it looks like --

12 119 Q. Perhaps Mr. Sheppard can zoom in a
13 bit.

14 A. Those domain names don't -- those
15 are just temporary things. I have no knowledge how
16 that got there or --

17 120 Q. Okay, so that is --

18 A. -- but --

19 121 Q. Sorry, go ahead.

20 A. I just -- I have no knowledge of
21 that page.

22 122 Q. So it is not accurate? The title
23 Treasurer, that is not correct?

24 A. That is not a title that I
25 commonly refer to.

1 123 Q. So you are not Treasurer of HDI?

2 A. I guess if I get into the
3 definition of what a Treasurer is, but I am not an
4 employee of HDI. I am sure I do some Treasurer
5 functions, but the title I usually get is Financial
6 Consultant.

7 124 Q. And when you say you are not an
8 employee, you are not a permanent salaried employee
9 of HDI?

10 A. No.

11 125 Q. You have a consulting contract of
12 some sort with them?

13 A. Yes.

14 126 Q. And if I can ask Mr. Sheppard to
15 pull -- from the same website, there is a page
16 entitled "Contact Us". I just want to -- if you
17 could have a look at the addresses listed there,
18 again. Mr. Sheppard, if you could please zoom in.

19 A. Okay.

20 127 Q. So there is a head office listed
21 there at 16 Sunrise Court in Ohsweken. Are you
22 familiar with that office?

23 A. Yes.

24 128 Q. And is it correct to refer to that
25 as the head office of HDI?

1 A. That is the mailing address,
2 because HDI used to be at that address and then
3 they moved to the other address, but they wanted to
4 maintain a presence at that Grand River employment
5 building. So that is their on-Reserve address.

6 129 Q. I see, okay. So when it says
7 "Head Office", that is perhaps outdated or
8 inaccurate? Their main office is now the 44 6th
9 Line, Caledonia address?

10 A. I would say most activity goes on
11 at 44 6th Line.

12 130 Q. Okay, thank you. And then,
13 Mr. Sheppard, if you could just scroll down on that
14 page, please, there is -- it is a little bit hard
15 to make out, but there is an email address there
16 info@hdi.land. Are you familiar with that email
17 address?

18 A. I believe that is the general
19 email address for that domain.

20 131 Q. Okay. And is that the email
21 address where members of the community can email
22 HDI?

23 A. I am not sure.

24 132 Q. You don't know one way or the
25 other?

1 A. I don't know.

2 133 Q. Thank you, Mr. Sheppard. You can
3 close that up.

4 Just to round out the who's who, just
5 to orient us, paragraph 14 of your first affidavit,
6 sir.

7 A. Yes.

8 134 Q. So there you say that 243 Ontario
9 is a corporation formed in October of 2014?

10 A. Yes.

11 135 Q. And one of the documents that your
12 lawyer's office has provided in response to the
13 Notice of Examination was the Organizational
14 Structure chart for 243 Ontario, so, Mr. Sheppard,
15 can you put that on screen as well.

16 Do you see that, sir?

17 A. Yes, I do.

18 136 Q. Are you familiar with this?

19 A. I am.

20 MS. ANTONIOS: I would like to mark
21 that as an exhibit, please.

22 EXHIBIT NO. 4: Document entitled
23 "2438543 Ontario Inc. Organizational
24 Structure (at February 21, 2023)".

25 BY MS. ANTONIOS:

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.

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.

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.

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 Dedwahsnye 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

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

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

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

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?

1 A. In the calendar year, yes.

2 179 Q. In the calendar year. And are
3 these monitors, are they salaried employees or do
4 they receive wages?

5 A. It is based on hours worked. It
6 is seasonal work, depending upon the weather.

7 180 Q. And what is the wage rate -- what
8 was the wage rate for 2021?

9 R/F MR. GILBERT: I don't think that is
10 relevant.

11 BY MS. ANTONIOS:

12 181 Q. What was the wage rate for 2022?

13 R/F MR. GILBERT: The same answer, not
14 relevant.

15 BY MS. ANTONIOS:

16 182 Q. And HRC, that is the Haudenosaunee
17 Resource Centre?

18 A. It is.

19 183 Q. Where is that located?

20 A. It is on 6th Line in -- on Six
21 Nations. I don't know the address.

22 184 Q. And that had about, it looks like,
23 eight staff in 2022 and nine staff in 2021?

24 A. Can you scroll down a bit, please?
25 I can't see the total column or the total row.

1 There we go, yeah, some were part time and some
2 were full time. I don't know the breakdown.

3 185 Q. Then, Mr. Sheppard, if you can
4 scroll up to the headings again.

5 A. You can stay at the headings. I
6 have the paper in front of me here now.

7 186 Q. Okay, thank you. The "Daycare",
8 is it only one daycare?

9 A. Yeah, it is the Cayuga Language
10 Nest Daycare.

11 187 Q. And where is that located?

12 A. I believe it is on 6th Line. I am
13 not a hundred percent sure, though.

14 188 Q. And that had four staff?

15 A. Yes, the four -- yes, there was a
16 maximum of four during the year. I don't know
17 their status as to full time or part time, but four
18 T4s were issued.

19 189 Q. Understood. And "Language", what
20 is that, sir?

21 A. That is one of the language
22 programs that is funded through the land lease
23 dollars, and in this particular language program,
24 this -- the one person is -- the admin for one
25 person is paid for for that language program.

1 190 Q. I see, and where is that admin
2 position located?

3 A. It is for the speaker. It is on
4 Six Nations.

5 191 Q. When you say "on Six Nations", you
6 are referring to the Six Nations of the Grand River
7 Reserve in Ohsweken?

8 A. Yes.

9 192 Q. And so just so I understand,
10 Mr. Sheppard, if you could just scroll down to the
11 total count, that is about 70 employees, and in
12 your affidavit you say about 60. Is the difference
13 because in your affidavit you were focussing on HDI
14 employees specifically?

15 A. Yeah, I think -- I can't remember
16 the -- oh, yes, number 18(d)?

17 193 Q. Yes.

18 A. Yeah, the 50 plus the 7 is the
19 approximate 60 because those are actually paid for
20 by the HDI operations on that chart.

21 194 Q. I see. So 57 HDI, and then the
22 other eight, four, and one are --

23 A. Are different programs. They are
24 reflected in the financial statements of HDI, but
25 they are not core to the HDI operations.

1 195 Q. Understood. Thank you,
2 Mr. Sheppard. We can close that.

3 If we could turn to your shorter
4 affidavit for a moment, sir, the second affidavit.

5 A. Okay.

6 196 Q. And in paragraph 1 of that
7 affidavit, you state that you are providing
8 evidence in response to statements made at
9 paragraphs 8 and 13 in the affidavit of Helen
10 Miller?

11 A. Yes.

12 197 Q. And you are referring there to the
13 affidavit of Elected Councillor Helen Miller of
14 November 1st, 2022?

15 A. Yes.

16 198 Q. And so you have reviewed
17 paragraphs 8 and 13 of Councillor Miller's
18 affidavit?

19 A. Yes.

20 199 Q. And I take it that also means you
21 reviewed the exhibits referred to in those
22 paragraphs?

23 A. Yes, I have.

24 200 Q. Perhaps it would be helpful to
25 pull up that affidavit on screen so that we are

1 looking at the same thing. Or do you have a
2 physical copy in front of you, sir?

3 MR. GILBERT: We are handing him --
4 Mr. Dumigan is handing him a copy.

5 BY MS. ANTONIOS:

6 201 Q. Perfect. Thank you. Just turn to
7 paragraph 13.

8 A. Okay.

9 202 Q. And just let me know when you are
10 ready, sir.

11 A. Okay.

12 203 Q. And so there is a reference there
13 to Exhibit L. You have reviewed that Exhibit L?

14 A. Yes.

15 204 Q. And if we could pull up Exhibit L
16 on screen.

17 And just to begin here, Mr. Saul, you
18 have no reason to dispute the authenticity of these
19 documents in Exhibit L?

20 A. I don't know. I mean, these go
21 back a long way. If they are on the website, I
22 guess somebody who had the ability to upload it
23 would have uploaded it, but that is a long time
24 ago.

25 205 Q. You have no reason to dispute that

1 they weren't on the website? To put the question
2 another way, you agree that these were on the
3 website of the Haudenosaunee Confederacy Chiefs
4 Council?

5 A. I never physically saw them,
6 but --

7 206 Q. You don't know one way or the
8 other?

9 A. I just -- I never physically saw
10 what was uploaded to the website because it is not
11 something I -- I don't have access to uploading
12 items to that website.

13 207 Q. Okay. But you did review these in
14 reviewing paragraph 13 of Councillor Miller's
15 affidavit?

16 A. Yes, I did see them.

17 208 Q. And earlier you told me you are
18 familiar with HDI's financial statements?

19 A. I am.

20 209 Q. So I would like to ask you some
21 questions about these.

22 MR. GILBERT: Ms. Antonios --

23 MS. ANTONIOS: Pardon me, Mr. Gilbert,
24 I can't hear you.

25 MR. GILBERT: Ms. Antonios, these

1 are -- I mean he got there in 2017, I was just
2 trying to check when he got there, and these are
3 statements well before his time. So he is not the
4 person in charge of that operation.

5 BY MS. ANTONIOS:

6 210 Q. Okay. So, Mr. Saul, you are not
7 providing evidence regarding HDI's finances prior
8 to 2017?

9 A. I can provide insight or evidence
10 based on the 2013 audits forward up until 2022. I
11 did review those audits from 2013 onwards.

12 211 Q. Okay. So you are not providing
13 evidence on HDI's finances prior to 2013?

14 A. I can't because I haven't looked
15 at anything prior to that year.

16 212 Q. And no other HDI witness has
17 provided evidence on HDI's finances prior to that
18 year?

19 A. Not to my knowledge.

20 MR. GILBERT: You have got about ten
21 years there covered, just for the record. I mean,
22 it is 2023, and we are going back to 2007 and 2009.
23 It is quite a stretch, but anyway, that is your
24 argument. Carry on.

25 My point is it is not proper to put to

1 him documents that don't relate to something he
2 knows about.

3 MS. ANTONIOS: Mr. Gilbert, he has
4 sworn an affidavit saying he is providing evidence
5 in response to these two paragraphs of Councillor
6 Miller's affidavit on the finances of HDI and on
7 the accountability of HDI, so these are entirely
8 proper questions.

9 I am moving on.

10 MR. GILBERT: Well, we disagree about
11 what he is going to comment on about documents that
12 don't pertain to what he is -- in that time period.
13 He has responded what he said in general. There
14 was a general broad statement that there is not
15 much available about HDI, and he is giving evidence
16 about what he is aware of.

17 And so you can make whatever you want
18 of it, the fact that he wasn't there before -- he
19 can't comment before 2013.

20 BY MS. ANTONIOS:

21 213 Q. And I wanted to clarify that his
22 evidence is he can't respond to Councillor Miller's
23 evidence prior to 2013 or documents prior to 2013,
24 and I have that explanation. So I'll move on.

25 Mr. Sheppard, can you just scroll to

1 page 1214 of the record, so that is in the same
2 Exhibit L. And so that is a KPMG financial
3 statement, "Haudenosaunee Development Institute,
4 Year Ended March 31st, 2014", and I take it from
5 your earlier answer, Mr. Saul, this is something
6 you are familiar with?

7 A. I am, yes.

8 214 Q. And if you can just scroll down,
9 Mr. Sheppard, to page 1216, and you can just tell
10 me when you are ready, sir, when you have that.

11 So this is the KPMG opinion at the
12 start of this statement, and at the top there it
13 says that HDI's financial statements:

14 "[...] as at and for the year
15 ended March 31, 2013 were audited by
16 another auditor [...]"

17 That was Grand River Employment and
18 Training?

19 A. That would have been through Grand
20 River Employment and Training, and it would
21 have -- I think the auditor was Millards at that
22 time.

23 215 Q. Okay.

24 A. I think that is who Grand River
25 was using. I'm not a hundred percent certain.

1 216 Q. That is an accounting firm?

2 A. That is an accounting firm, yeah,
3 auditing firm.

4 217 Q. And I just want to clarify
5 something, sir. In your affidavit - and this is
6 one of the corrections you made earlier today - you
7 said that the auditing was performed through Grand
8 River Employment up until fiscal 2016. Should that
9 actually be 2014, or was this 2014 a kind of a
10 one-off event prior to KPMG taking over in 2017?

11 A. Sorry, can you repeat that?

12 218 Q. Yes. Earlier -- and I'll refer it
13 to you in your affidavit specifically. At
14 paragraph 30 of your affidavit -- pardon me,
15 paragraph 29, the last sentence:

16 "From fiscal year 2016 on", and
17 2016 is the correction made by you
18 earlier today.

19 "From [...] 2016 on, HDI has
20 conducted its own independent
21 financial reporting and annual
22 audits."

23 And I see that this is a 2014 fiscal
24 year audit from KPMG. So I am trying to understand
25 was it from 2014 on that KPMG was auditing?

1 A. KPMG -- as I mentioned, HDI's
2 financial accounting was done within Grand River
3 Employment and Training up until that year I just
4 mentioned before, which was 2016 -- 2016 is what I
5 said when HDI did an audit. It was more when HDI
6 became -- had its own accounting system and
7 performed the audit function as a separate entity.

8 But prior to that, the HDI audit was
9 done as part of Grand River Employment and
10 Training's audits.

11 219 Q. So this audit for the 2014 fiscal
12 year.

13 A. Yes.

14 220 Q. I guess I am just confused by that
15 statement, sir, because you say that that function
16 within HDI started in 2016, but here we have a 2014
17 KPMG audit.

18 A. Well, it audited HDI as a separate
19 unit, separate entity, but the accounting functions
20 were done within -- inside of Grand River
21 Employment and Training.

22 221 Q. I see.

23 A. Yeah.

24 222 Q. Okay, thank you.

25 A. Because at that time HDI didn't

1 have the accounting system and infrastructure to
2 accommodate it.

3 223 Q. Understood.

4 A. That is my understanding.

5 224 Q. Okay. If we could scroll through
6 to the Program Schedule in that financial
7 statement, so it is at page 1226 of the record. I
8 am just going to rely on Mr. Sheppard to rotate the
9 view, thank you.

10 So this shows the figures for 2014 and
11 comparatively to 2013; do you see that?

12 A. I do, yes.

13 225 Q. So as I understand it, based on
14 this, in 2014 HDI had about 526,000, or 527,000
15 rounded, in excess revenue over expenses?

16 A. Yes.

17 226 Q. And the majority of the 2014
18 revenues were from application fees? That is about
19 2.3 million.

20 A. You are saying the majority of the
21 revenue was from application fees; is that what you
22 are asking?

23 227 Q. Yes.

24 A. The majority of the fees would
25 have been for archaeological monitoring and --

1 which is the 1.029 million.

2 228 Q. Okay.

3 A. And then the "Environmental" would
4 refer to environmental monitoring.

5 229 Q. So that line item "Application
6 fees" on the left there, that includes the
7 monitoring?

8 A. Which number, sorry?

9 230 Q. Just on the left under "Revenues",
10 the first line item under "Revenues", that is --

11 A. Oh, the 49,000?

12 231 Q. No, the heading, the row heading,
13 is "Application fees". I am just clarifying that
14 application fees includes environmental monitoring
15 and archaeological monitoring fees?

16 A. Oh, sorry, it would have included
17 a combination of those items.

18 232 Q. Okay. And then just moving to the
19 "Expenses", most of the expenses, as I read this,
20 is salaries, benefits and professional fees? It is
21 a little over \$1 million?

22 A. Yeah, and the reason why I know
23 archaeology and environment would include
24 monitoring activities is because that is
25 labour-intensive work, so yeah, the salaries would

1 have been 1,007,000; correct.

2 233 Q. And then if we could move ahead in
3 that exhibit, Mr. Sheppard, to page 1228, this is
4 now the financial statement for the year ended
5 March 31st, 2017. Do you see that?

6 A. Yes.

7 234 Q. If we could go to page 1231 in
8 that document, that is the Statement of Financial
9 Position.

10 A. Right.

11 235 Q. And as at March 31st, 2017, HDI
12 had about 2.9 million in net assets, \$2.9 million
13 in net assets?

14 A. Yes.

15 236 Q. And as I read this, about
16 \$1.2 million of that was cash?

17 A. 1.2 was cash plus the investments
18 of a million.

19 237 Q. Right.

20 A. Which is probably a GIC, I would
21 imagine.

22 238 Q. All right. And then if we could
23 move ahead to the "Notes", Note 4 on page 1240. So
24 I see from those Notes that 243 Ontario -- and this
25 is what you say in your affidavit as well, 243

1 Ontario was incorporated by HDI in October of 2014;
2 do you see that?

3 A. I do.

4 239 Q. And as you have also said in your
5 affidavit, it was originally incorporated to hold
6 an investment in the Grand Valley Wind Project?

7 A. Yes.

8 240 Q. And one of the documents that you
9 produced in response to the Notice of Examination
10 was showing that ownership structure, and perhaps
11 Mr. Sheppard can pull that up on screen.

12 And you are familiar with this
13 document, sir?

14 A. Yes.

15 MS. ANTONIOS: Can we please mark that
16 as an exhibit.

17 EXHIBIT NO. 7: Document reflecting the
18 Grand Valley Wind Project project
19 structure.

20 BY MS. ANTONIOS:

21 241 Q. That is the ownership structure or
22 that is the Grand Valley Wind Project project
23 structure that you are referring to in your
24 affidavit?

25 A. Yes.

1 242 Q. Thank you. If we could just move
2 back to the 2017 financial statement.

3 Mr. Sheppard, if you could just zoom in a bit.

4 In the second paragraph in the Note
5 under 243 Ontario, the paragraph beginning:

6 "On February 10, 2016 [...]"

7 Do you see that?

8 A. Yes.

9 243 Q. So I understand based on this that
10 on February 10, 2016, HDI transferred the common
11 shares of 243 Ontario to the HCCC?

12 A. Yes.

13 244 Q. In whose names are the common
14 shares of 243 Ontario now?

15 A. They are in trust for the 50
16 Chiefs and related Clans, is my understanding, so
17 there is no individual beneficiary.

18 245 Q. So to put the question in another
19 way - and this may be for Mr. Gilbert - I have seen
20 in other records the Declaration of Trust. I have
21 not seen a record of exactly how these shares are
22 held or in whose names they are held. May we have
23 a copy of that or information related to that?

24 U/A MR. GILBERT: I'll take that under
25 advisement.

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 A. 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 ?

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

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?

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?

1 A. So are we looking at the Statement
2 of Financial Position or the Statement of Cash
3 Flows?

4 263 Q. Pardon me, I would like to look at
5 the Cash Flow Statement at page 4. Do you see
6 that?

7 A. I do.

8 264 Q. So that shows the figures for 2020
9 and for 2021?

10 A. Yeah.

11 265 Q. So as I understand from this, the
12 cash on hand at the end of fiscal 2020 was about
13 \$3.7 million?

14 A. Yes.

15 266 Q. And then at the end of fiscal
16 2021, about \$4.7 million?

17 A. Yes.

18 267 Q. In the one -- there is listed
19 there a \$1.365 million investment in a subsidiary
20 in 2021. I understand that was a capital
21 contribution from HDI to 243 Ontario?

22 A. Yes.

23 268 Q. And that was to buy property?

24 A. Yes.

25 269 Q. If we can scroll to the Notes,

1 please, starting at page 8, Note 4 starting at page
2 8. So at the bottom of that page, sir, there is a
3 note that says that:

4 "At March 31, 2021, [HDI]
5 [...] prepaid success and
6 termination fees to a Director in
7 the amount of \$130,000 [...]".
8 Do you see that?

9 A. I do.

10 270 Q. Who was that Director?

11 A. Aaron Detlor.

12 271 Q. And that was in addition to a base
13 salary?

14 A. He is not on salary. He bills
15 based on hours, but that would have been -- that
16 would have been in addition to his hours that he
17 bills, but obviously that 130 would have been
18 captured in the total expense, whatever that
19 expense category is.

20 272 Q. Okay. And just so I am clear,
21 sir, when you say he bills based on hours, he bills
22 based on hours in his role as Delegate or in his
23 role as lawyer?

24 A. In his role as lawyer.

25 273 Q. Okay, and so is there a separate

1 remuneration in his role as Delegate?

2 A. No, the bills that I see -- when I
3 see the invoices, it is all itemized based on time
4 spent on various projects.

5 274 Q. So --

6 A. Whether it is litigation or
7 whether it is negotiating.

8 275 Q. Okay, so that is in his role as
9 lawyer, he bills based on hours, and then there is
10 this \$130,000 success fee?

11 A. The 130 was based on achieving a
12 certain level of revenue.

13 276 Q. For HDI?

14 A. For HDI for that year, yes.

15 277 Q. Okay. And then that is the extent
16 of the remuneration?

17 A. Yes.

18 278 Q. And then in that same Note, it
19 says that in 2020 HDI paid success fees to a
20 Director in the amount of \$208,866. Who was that
21 Director?

22 A. The same, Aaron Detlor.

23 279 Q. The same, okay. And that same
24 structure as you explained for 2021?

25 A. Yes.

1 280 Q. If we can move to the Program
2 Schedule at page 10. So based on this, I
3 understand that HDI in 2020 had net revenues of a
4 little over \$900,000? It is a little bit small
5 there. I don't know if we can zoom in or if you
6 have a --

7 A. Yeah, I see that. Yeah.

8 281 Q. So that is correct, sir?

9 A. Yes.

10 282 Q. And in 2021, net revenues of close
11 to \$1.5 million?

12 A. Yes.

13 283 Q. And in 2021, expenses of about,
14 rounded, \$3.7 million?

15 A. Yes.

16 284 Q. And in 2020, expenses of about
17 3.27 million?

18 A. Yes.

19 285 Q. And the biggest expense item in
20 both years was salaries, benefits, and contract
21 fees?

22 A. Yes, they were.

23 286 Q. And that is about \$1.6 million in
24 2020?

25 A. Yeah.

1 287 Q. And \$1.69 million in 2021?

2 A. 1.607, I think, yeah.

3 288 Q. Pardon me.

4 A. I think that is the same number.

5 289 Q. Oh, can you zoom in a little bit,
6 Mr. Sheppard, on that? Is it 2021 --

7 A. What number are you --

8 290 Q. 2021 expenses.

9 A. The 3.6, is that what you are
10 referring to there?

11 291 Q. No, the 1.69.

12 A. Oh, the salaries, correct, yes.

13 292 Q. The salaries, yes. Okay, and then
14 in 2020 - and if I can ask Mr. Sheppard to scroll
15 to the left, just so you can see the row labels.

16 So legal fees in 2020, about \$88,000,
17 if you just scroll to the right?

18 A. Yes.

19 293 Q. And in 2021, about \$319,000?

20 A. Yes.

21 294 Q. And then if we can move to the
22 2022 financial statement in your Exhibit

23 C -- actually, just before we move forward, I just
24 want to clarify one thing. What is labelled as

25 page 1 of that, of those statements, page 30 of the

1 record, there are two signatories there. The first
2 signatory, that is Aaron Detlor?

3 A. Yes.

4 295 Q. And to the best of your knowledge,
5 the second signatory, is that Brian Doolittle?

6 A. Yes.

7 296 Q. Thank you. And so I take it,
8 based on this, that with your input, Mr. Detlor and
9 Mr. Doolittle are the individuals responsible for
10 working to prepare these financials?

11 A. On a day-to-day basis you mean,
12 or --

13 297 Q. Well, who is responsible for
14 preparing these financial statements that are then
15 given to the auditors?

16 A. Management is.

17 298 Q. And who is management?

18 A. It would be Aaron and Brian.

19 299 Q. Okay. And is that the same for
20 243 Ontario?

21 A. Yes.

22 300 Q. And the same for ODI?

23 A. Yes.

24 301 Q. And if we can go to the Program
25 Schedule, it is the last page of that, which you

1 discuss in your affidavit as well. Let me know
2 when you have that.

3 A. I have it.

4 302 Q. Okay. So again, just looking at
5 the "Revenues" lines there, about \$4.26 million out
6 of \$6.43 million of 2022 revenue is archaeological
7 monitoring?

8 A. Yes.

9 303 Q. And in paragraph 58 of your
10 affidavit, you explain that they are HDI employees
11 that are responsible for monitoring; that's
12 correct?

13 A. That's correct.

14 304 Q. And so these are revenues -- these
15 revenues are amounts paid to HDI by project
16 proponents for these -- for this archaeological
17 monitoring?

18 A. That's correct.

19 305 Q. And HDI monitors physically attend
20 at project sites?

21 A. Yes.

22 306 Q. And you have not provided the
23 details of the particular project that that 4.2
24 million comes from or that revenue comes from?

25 A. I don't think I have, no.

1 307 Q. Can I ask a question, sir. Where
2 a project is undertaken without payment to HDI, do
3 HDI employees physically attend at the project to
4 stop work until a proponent negotiates with HDI?

5 A. Could you repeat that?

6 308 Q. Sure. Where a project is
7 undertaken without payment to HDI --

8 MR. GILBERT: What kind of project are
9 you talking about, a developer?

10 BY MS. ANTONIOS:

11 309 Q. A developer, a construction
12 project, in a geographical area that HDI says falls
13 within its purview, if a developer or a
14 construction company or any sort of project on land
15 is developed or is started and HDI has not been
16 paid, do HDI employees physically attend on that
17 site until the project proponent negotiates with
18 HDI?

19 MR. GILBERT: Well, I don't think it is
20 a question for this witness about the finances. It
21 is an over-broad question about projects generally
22 all over the territory.

23 MS. ANTONIOS: So you are refusing that
24 question?

25 R/F MR. GILBERT: I think so, yeah.

1 BY MS. ANTONIOS:

2 310 Q. Okay. In 2022, HDI had about 1.03
3 million in "legal expenses business development"?

4 A. Yes.

5 311 Q. And these are -- by "legal
6 expenses business development", I take it these are
7 legal costs associated with negotiation of
8 contracts and transactions?

9 A. Yes, as well as -- yeah,
10 negotiating costs as well as looking at or
11 assessing future opportunities as well.

12 312 Q. Is it fair to say that this
13 category includes anything that is not litigation?

14 A. There is a notional allocation
15 there between legal expenses business development
16 and legal expenses litigation.

17 313 Q. Yes, I see that.

18 A. I believe it is an 80/20 split.
19 That is what we were asked -- that is how we were
20 asked to classify it in the statement here.

21 314 Q. I see, so it is you take total
22 legal expenses and just do an 80/20 split?

23 A. In this particular year, yes.

24 315 Q. In this particular year.

25 A. I think it is 80/20, if my math is

1 right.

2 316 Q. I think that that roughly matches
3 my math, because as I see it, litigation, what is
4 allocated to litigation here is \$257,000 out of a
5 total of 1.3 in total legal expenses.

6 A. Yeah, okay.

7 317 Q. So about 23 percent. So this
8 isn't actually legal expenses specifically towards
9 litigation or specifically towards non-litigation.
10 It is just total legal expenses allocated in this
11 way?

12 A. Yes.

13 318 Q. And the total legal expenses are
14 about 1.3 million in 2022?

15 A. It would be the 1.031 plus the 257
16 below that.

17 319 Q. Got it, okay. And again, we see
18 salaries, benefits and contract fees, and that is
19 about 2.3 million out of a total of 5.6 million in
20 expenses?

21 A. Correct.

22 320 Q. For 2022?

23 A. Yes.

24 321 Q. And the "Consulting and
25 professional fees" line, sir, that is consultants

1 such as yourself?

2 A. I would be in that category, yes.

3 That is not totally me.

4 322 Q. That is not totally you?

5 A. No.

6 323 Q. And you previously refused to
7 answer who else was in that category?

8 R/F MR. GILBERT: Yes.

9 BY MS. ANTONIOS:

10 324 Q. And just to clarify a Note in that
11 same financial statement, sir, Note 4, and that is
12 page 38 of the record, for your reference, and
13 that, again, refers to the \$130,000 success fee. I
14 take it that is the same \$130,000 success fee that
15 was mentioned in the prior year's financial
16 statement?

17 A. Yes, that's correct.

18 325 Q. Can you please to turn to
19 paragraph 38, starting at paragraph 38 of your
20 affidavit.

21 A. Okay.

22 326 Q. And I am just looking here at
23 paragraphs 38 to 40 of your affidavit, if you want
24 to just refresh your memory.

25 A. Okay.

1 327 Q. And so you have attached -- you
2 discuss KPMG presentation of its audits, and you
3 have attached the agenda for a 2022 presentation at
4 Exhibit B. Can you please turn to that.

5 A. Yes.

6 328 Q. I see from the address at the top
7 there of that agenda that that presentation took
8 place in Brantford?

9 A. It did.

10 329 Q. And have these audit presentations
11 always taken place in Brantford?

12 A. It has varied. Well, COVID was
13 the anomaly. In prior years, I can recall it being
14 at a hotel in Hamilton; I could recall it being at
15 like a Grand River Employment and Training
16 building. So it can vary.

17 330 Q. Appreciating that it can vary, to
18 your knowledge, has it occurred anywhere other than
19 Hamilton or Brantford or at Grand River Employment?

20 A. It may have prior to 2017. I
21 don't know for those years. But my memory reflects
22 those places that we just talked about.

23 331 Q. And so from 2017 forward, the
24 presentations, apart from the COVID years, have
25 occurred either in Brantford, Hamilton or at Grand

1 River Employment and Training Centre?

2 A. Yeah, I can recall being at each
3 one of those locations at various times.

4 332 Q. And you are aware that in the
5 Notice of Examination we asked for a copy of any
6 invitation to this presentation?

7 A. Yeah, that is Tracey General who
8 would have all that. I don't -- I just show up to
9 it. I don't get involved in the planning of it.

10 333 Q. And no such invitation was
11 produced?

12 A. I don't believe so.

13 334 Q. Is that because it doesn't exist?

14 MR. GILBERT: Well, it is a
15 cross-examination. It is not a discovery. So he
16 doesn't get involved in invitations. He just told
17 you that.

18 BY MS. ANTONIOS:

19 335 Q. He has represented in his
20 affidavit that these presentations are held for the
21 benefit of the community. We have asked for any
22 information on how these presentations are made
23 known to the community, and you have refused to
24 provide any such information. Are you still
25 refusing that?

1 R/F MR. GILBERT: Yes, I am refusing based
2 on this examination and this process that we have.

3 BY MS. ANTONIOS:

4 336 Q. So you don't know one way -- just
5 turning back to paragraphs 38 to 40 of your
6 affidavit, sir.

7 A. Yes.

8 337 Q. In paragraph 40 when you say:
9 "Typically, this meeting is
10 coordinated by HDI Office Manager
11 Tracey General [...]".

12 You have no information or evidence to
13 give one way or the other as to how these
14 presentations are made known to the community?

15 A. Well, it is not to the community
16 in general. It is to the Chiefs and Clan Mothers.

17 338 Q. And you don't have any evidence as
18 to how the Chiefs and Clan Mothers communicate this
19 to the community?

20 A. I don't know specifically. Tracey
21 would have her way of communicating with them on a
22 regular basis for various issues, but I am not
23 aware of how that works exactly.

24 339 Q. And Ms. General has not provided
25 any evidence on this motion?

1 MR. GILBERT: No.

2 BY MS. ANTONIOS:

3 340 Q. And just --

4 MR. GILBERT: Counsel, do you want
5 to -- it is 11:30. Do you want to take just a
6 regular morning break now?

7 MS. ANTONIOS: Sure. Ten minutes?

8 MR. GILBERT: Sure.

9 MS. ANTONIOS: Okay.

10 MR. GILBERT: Thank you.

11 MS. ANTONIOS: Thank you. And, Mr.
12 Saul, I just have to ask, and this is a standard
13 question, you are not to discuss your evidence with
14 anyone during the break.

15 THE WITNESS: Understood.

16 MS. ANTONIOS: Thank you.

17 -- RECESSED AT 11:31 A.M.

18 -- RESUMED AT 11:40 A.M.

19 BY MS. ANTONIOS:

20 341 Q. Mr. Saul, you said earlier that
21 you were aware of the info@hdi.land email address?

22 A. Yes.

23 342 Q. I am going to show you a letter
24 sent to that email address, and I will ask
25 Mr. Sheppard to pull it up on screen. So it is an

1 email dated March 2nd, 2023, from Councillor Helen
2 Miller and attaches, if Mr. Sheppard can scroll
3 down, a letter sent to that email address referring
4 to your affidavit. Have you seen this before?

5 A. I did.

6 343 Q. You did see that?

7 A. Yes. Tracey General showed it to
8 me.

9 344 Q. And when was that, sir?

10 A. March 2nd.

11 345 Q. You saw that on March 2nd. I take
12 it you have not responded to this letter?

13 A. Well, it is difficult to respond
14 to it. Can you open up the actual letter?

15 346 Q. That is the letter, sir. It is up
16 on the screen.

17 A. It was received at our office on
18 March 2nd with a February 28th deadline. And then
19 I referred it to Gilbert's here because there is
20 ongoing litigation, so -- I don't want to say
21 something.

22 347 Q. So beyond referring it to
23 Gilbert's, you did not respond to this letter?

24 MR. GILBERT: I believe we sent a
25 response yesterday.

1 MS. ANTONIOS: Can we go off record for
2 a moment.

3 MR. GILBERT: Yes.

4 [Discussion Off The Record.]

5 MS. ANTONIOS: So we were just
6 discussing between Counsel. I understand that a
7 response hasn't been sent yet. Mr. Gilbert's
8 office says a response is forthcoming. I will
9 reserve questions then on this until we see that.

10 MR. GILBERT: What I believe, it was
11 sent to us for comment. The witness said he got it
12 March 2nd. We got it yesterday afternoon. I
13 intended to send you a letter respecting this.
14 Apparently it didn't go. So that is about the
15 state of the record as it is right now, and that is
16 all I can say.

17 BY MS. ANTONIOS:

18 348 Q. Okay, so I will reserve questions
19 on whatever response we receive in relation to
20 this.

21 If you could turn, please, to paragraph
22 58 of your affidavit, Mr. Saul.

23 A. Yes.

24 349 Q. So in the last sentence there, you
25 state that:

1 "HDI employs monitors from the
2 Haudenosaunee community and has paid
3 more than \$1.7 million in respect of
4 salaries, benefits, and contract
5 fees for the same monitors during
6 the year."

7 Do you see that?

8 A. I do.

9 350 Q. And you are aware that we
10 requested in your Notice of Examination copies of
11 any public job postings for those employment
12 positions with HDI. Are you aware of that?

13 A. Yes, I am aware of that.

14 351 Q. And you did not produce any?

15 A. I don't have access to those.

16 352 Q. Do they exist?

17 A. I can comment on three positions
18 that I have familiarity with. The Finance
19 Assistant that was hired last year, the job posting
20 was on Grand River's Employment and Training's job
21 board, and then resumés came in. There was an
22 interview process.

23 And then the two vacant positions right
24 now, the Communications and -- what is the other
25 one -- Policy, I know those went through a similar

1 process. I am not as familiar -- or I am not
2 familiar with the monitors how -- I mean, I have
3 seen the people in charge of that program going
4 through resumés and so forth, but I am not familiar
5 with the process for those.

6 353 Q. So you don't know one way or the
7 other if the openings for monitors are publicly
8 posted somewhere?

9 A. I can't give a definitive answer
10 on that.

11 354 Q. Okay. And your Counsel has not
12 provided any of those requested information in
13 response to that specific request in the Notice of
14 Examination?

15 A. Correct.

16 355 Q. Please turn to paragraph 61 of
17 your first affidavit.

18 A. Yes.

19 356 Q. And there you say -- have a look
20 at the sentence beginning:

21 "The projects include language
22 projects [...]"

23 Do you see that?

24 A. I do.

25 357 Q. Sorry, it begins at the bottom of

1 page 15 and continues on page 16.

2 A. Yes.

3 358 Q. You have not described any
4 specific language projects; correct?

5 A. I don't think so. I think I just
6 said "language projects".

7 359 Q. You have not specified what those
8 are?

9 A. You mean the nature of the
10 expenditure or the organization?

11 360 Q. Both.

12 A. Each year, the HCCC -- these land
13 lease dollars are earmarked through HCCC approval,
14 and the language projects, there is two or three,
15 depending on the year. There is the Mohawk
16 language, the Cayuga language, which are every
17 year. The Onondaga language hasn't run in a couple
18 of years now, as I recall, and the expenditures
19 relate to the students' stipends to attend the
20 language training.

21 361 Q. And this --

22 A. And --

23 362 Q. Pardon me, go ahead.

24 A. And some administration for the
25 Cayuga program. But the bulk of the expenditures

1 are for student stipends for the students to attend
2 the training.

3 363 Q. And that is --

4 A. And that language program is
5 co-funded by the Six Nations Language Commission.
6 They fund different parts of those expenses, so it
7 is both entities or both parties are making that
8 happen.

9 364 Q. And so I take it by that answer
10 these language training programs take place on the
11 Six Nations of the Grand River Reserve?

12 A. Yes. It is adult, adult language
13 for the students.

14 365 Q. And then daycare projects, that is
15 the daycare that you described earlier?

16 A. Yeah, currently the Cayuga
17 Language Nest Daycare is funded. In prior years, I
18 am trying to think pre-COVID, they opened this land
19 lease funds -- when I say "they", the HCCC opened
20 up the land lease funds to other projects, and one
21 of the private daycares in the prior year received
22 funding, but the amounts, I can't remember, but
23 currently it is just that first one that I
24 described.

25 366 Q. And that private daycare, where

1 was that located?

2 A. Six Nations.

3 367 Q. Six Nations, and you mean by that
4 Six Nations of the Grand River Reserve?

5 A. Yes. But that one, the private
6 one, the one I just alluded to, is not being funded
7 now. It is just a -- in a prior pre-COVID year
8 when there was some funding allocated to them.

9 368 Q. If you could turn to paragraph 17
10 of your affidavit, and let me know when you have
11 that.

12 A. Yes.

13 369 Q. You state there that 243 Ontario
14 is the vehicle through which the HDI and HCCC owns
15 real property?

16 A. Correct.

17 370 Q. And you are referring to that --
18 you refer in that paragraph to "off-reserve real
19 property". I take it the "reserve" you are
20 referring to again is the Six Nations of the Grand
21 River Reserve in Ohsweken?

22 A. Yes.

23 371 Q. And in relation to that, in
24 response to our Notice of Examination, you sent the
25 financial statements for 243 Ontario for the fiscal

1 year ended -- fiscal years ended 2021 and 2022?

2 A. Yes.

3 372 Q. And I will ask Mr. Sheppard to
4 bring up on screen the 243 Ontario financial
5 statement for the year ended 2021. Do you see
6 that, sir?

7 A. Yes, I do. Yes.

8 373 Q. And you are familiar with that?

9 A. I am.

10 MS. ANTONIOS: Can we please mark this
11 as an exhibit.

12 EXHIBIT NO. 9: Financial statement
13 for 2438543 Ontario Inc. for the year
14 ended March 31, 2021.

15 BY MS. ANTONIOS:

16 374 Q. Just scrolling to the Notes, if I
17 can ask Mr. Sheppard to go to the Notes on page 4,
18 and just at the top of the page there, the sentence
19 reading:

20 "The Entity is 100% owned by
21 the Haudenosaunee Confederacy Chiefs
22 Council [...]."

23 That is what you were referring to
24 earlier in terms of the common shares being held in
25 trust?

1 A. Yes.

2 375 Q. And then just scrolling to the
3 bottom of page 7 of that financial statement, so do
4 you see the paragraph under the heading
5 "Haudenosaunee Development Institute"?

6 A. Yes, I do.

7 376 Q. So:

8 "Haudenosaunee Development
9 Institute [...], an unincorporated
10 organization also 100% owned by the
11 Haudenosaunee Confederacy Chiefs
12 Council [...]"

13 Do you agree with that statement that
14 the HDI is one hundred percent owned by the HCCC?

15 A. Yes.

16 377 Q. And so is the HCCC ultimately
17 responsible for any debts and liabilities of HDI?

18 MR. GILBERT: I guess you are asking a
19 legal question.

20 BY MS. ANTONIOS:

21 378 Q. Well, then maybe I'll direct that
22 to Mr. Gilbert. Is HCCC ultimately responsible for
23 the debts and liabilities of HDI?

24 R/F MR. GILBERT: I don't know, but I don't
25 think it is relevant to the motion.

1 MS. ANTONIOS: Well, I think it is very
2 relevant to the ability to fulfil cost awards, for
3 example, on the motion.

4 MR. GILBERT: That is for argument. I
5 still don't think it is relevant.

6 BY MS. ANTONIOS:

7 379 Q. Okay, and does the HCCC have its
8 own financial statements, Mr. Saul?

9 A. No, they don't have a bank
10 account. Nothing flows through them.

11 380 Q. So everything flows through the
12 three entities that you have discussed in your
13 affidavit?

14 A. Yes.

15 381 Q. And just going back to your
16 earlier answer, so HDI does not own real property
17 in its own name? Any real property is owned
18 through 243 Ontario due to land registry
19 requirements; is that correct?

20 A. Correct.

21 382 Q. And in response to our Notice of
22 Examination, your lawyers did produce -- they also
23 produced the statements of 243 Ontario for the
24 fiscal year ending March 2022. I'll ask
25 Mr. Sheppard to bring that up.

1 Are you familiar with this statement,
2 sir?

3 A. Yes, I am.

4 MS. ANTONIOS: Can we please mark that
5 as an exhibit.

6 EXHIBIT NO. 10: Financial statements
7 for 2438543 Ontario Inc. for the year
8 ended March 31, 2022.

9 BY MS. ANTONIOS:

10 383 Q. And if we go to the Cash Flow
11 Statement at page 3, we see there in the "Investing
12 activities", 243 made about \$3.6 million in
13 property purchases in the fiscal year ending 2022?

14 A. Yes.

15 384 Q. And in response to our Notice of
16 Examination, HDI, Mr. Gilbert's office, did produce
17 the list of real property held by 243, and I will
18 ask Mr. Sheppard to bring that up.

19 Are you familiar with this, sir?

20 A. Yes.

21 MS. ANTONIOS: Can we please mark that
22 as an exhibit.

23 EXHIBIT NO. 11: Document entitled
24 "2438543 Ontario Inc. Real Property -
25 Ownership at February 1, 2023".

1 BY MS. ANTONIOS:

2 385 Q. This is all the property currently
3 owned by 243?

4 A. Yes, so that would -- the last two
5 would not show up on the most recent audit that you
6 have.

7 386 Q. But this --

8 A. But this list is comprehensive.

9 387 Q. This list is comprehensive. And
10 for ease of reference, we just had someone in our
11 office just depict the locations of these
12 properties on a map. I will just ask Mr. Sheppard
13 to pull that on screen.

14 And I appreciate you are not familiar
15 with this, sir, so I would just like to mark it for
16 identification, not as an exhibit, just to help
17 orient us.

18 EXHIBIT A (FOR IDENTIFICATION): Map
19 depicting location of properties owned
20 by 2438534 Ontario Inc. as at February
21 1, 2023.

22 BY MS. ANTONIOS:

23 388 Q. So the 126 Pauline Johnson Road
24 property, that is farmland in Caledonia?

25 A. I don't know if that is in

1 Caledonia or Brant County, but I know where -- I
2 know the street, but I am not sure where it is
3 located exactly.

4 389 Q. Okay, so leaving aside the postal
5 designation, it is in the vicinity of Ohsweken?

6 A. Yes, it is.

7 390 Q. And that is property that is
8 actively farmed?

9 A. Not right now, obviously, but I am
10 not sure what the plan is for the next farming
11 season. I'm assuming it would be, but I don't know
12 at this point.

13 391 Q. So during farming seasons, there
14 is revenue generated from this property?

15 A. There has been, yeah.

16 392 Q. And those revenues go to 243
17 Ontario?

18 A. Yes.

19 393 Q. And they are accounted for in the
20 financial statements?

21 A. Yes.

22 394 Q. And --

23 A. Now some of these, some of the
24 properties like Fawcett Road where the farm is, I
25 know that in recent time the farm was -- part of it

1 was used for community purposes, community farming.

2 395 Q. Well, I'll go through each
3 address, sir.

4 A. All right.

5 396 Q. 1594 Concession 2 Townsend,
6 Wilsonville, Ontario, that is farmland also within
7 the vicinity of Ohsweken?

8 A. Yeah, it is relatively close.

9 397 Q. Okay. 9 Fawcett Road, Brantford,
10 that is a property that is used as an HDI office
11 near Brantford?

12 A. Yeah, for research and document
13 storage and farming.

14 398 Q. Okay. 392 Oneida Road, Caledonia,
15 that is a Haudenosaunee Confederacy Chiefs Council
16 office?

17 A. That is, and then the second level
18 is the language -- the Cayuga Language Program
19 rents that space.

20 399 Q. And that is also generally in the
21 vicinity of Six Nations Reserve 40?

22 A. Yes.

23 400 Q. 44 6th Line, Caledonia, that is
24 the HDI office that we discussed earlier?

25 A. Yes.

1 401 Q. And that is also within the
2 vicinity of Six Nations of the Grand River Reserve?

3 A. Yes.

4 402 Q. 51 6th Line, Caledonia, that is a
5 vacant building, as I understand that?

6 A. It is.

7 403 Q. No developments there yet?

8 A. There was supposed to be a
9 partnership with social -- I think it is called Six
10 Nations Elected Government, the Six Nations Social
11 Services. There was an agreement in principle
12 there to rent space to families as part of their
13 program, their programming, and those talks were
14 going back and forth for quite awhile. And then
15 renovations were done and so forth, and then at the
16 last minute the Elected Council backed out of it.
17 So it is currently in the vacant status right now.

18 404 Q. And that is based on your answer
19 also within the vicinity of the Six Nations of the
20 Grand River Reserve?

21 A. It is.

22 405 Q. 518 Argyle Street, Caledonia, that
23 is land and buildings?

24 A. Yes.

25 406 Q. And that is also within the

1 vicinity of Reserve 40?

2 A. Yes.

3 407 Q. 386 Oneida Road, that is land and
4 buildings in Caledonia?

5 A. Yeah, no farmland, but just
6 the -- that would be a house.

7 408 Q. That is a house?

8 A. It is.

9 409 Q. It is a house. Does anybody
10 reside there?

11 A. No, right now it is being
12 modified, renovated for future use.

13 410 Q. It is intended to be used as a
14 residence?

15 A. Or some other community purpose.
16 That one was just purchased relatively recently, so
17 I don't know for sure what the purpose is.

18 411 Q. That is also --

19 A. I think that is being discussed
20 right now.

21 412 Q. Also relatively close to the Six
22 Nations of the Grand River Reserve?

23 A. It is.

24 413 Q. And then there is a Toronto
25 property, Unit 154, 38 Howard Park Avenue. I take

1 it that is a unit in a residential condominium
2 building in Toronto?

3 A. Yeah, to be used for the increase
4 in business or contracts that are anticipated in
5 the Toronto region, like to have -- you know, for
6 office purposes and for accommodation purposes,
7 among others.

8 414 Q. So that is being used as partially
9 an HDI office?

10 A. Yeah, for the expansion of HDI
11 East going to the Toronto area.

12 415 Q. And there are HDI employees
13 residing there?

14 A. No, nobody is residing there. It
15 is for -- a lot of people travel from Six Nations
16 to Toronto. Right now nobody is because it is in
17 the off season, but it will be a place to
18 accommodate meetings, overnight stays, and so
19 forth.

20 416 Q. If you could turn to paragraph 25
21 of your first affidavit, sir.

22 A. Yes.

23 417 Q. And there you are talking about
24 ODI and you say that ODI's primary function is to
25 help community groups secure funding through grant

1 programs.

2 A. That is currently what it does,
3 yes.

4 418 Q. And you say that:

5 "[...] only one such agreement
6 is on the books."

7 By "on the books", do you mean that ODI
8 has only concluded one grant agreement?

9 A. There is one active one.

10 419 Q. And in response to our Notice of
11 Examination, you produced the financial statements
12 of ODI for the fiscal years ended March 31st, 2021
13 and 2022. Perhaps we can bring up the 2021
14 statement first.

15 Are you familiar with this, sir?

16 A. Yes.

17 MS. ANTONIOS: Can we please mark that
18 as an exhibit.

19 EXHIBIT NO. 12: Financial statements
20 of Ogwawihsta Dedwahsnye for the year
21 ended March 31, 2021.

22 BY MS. ANTONIOS:

23 420 Q. And just for ease, can we also
24 pull up the March 31st, 2022, statement. Are you
25 familiar with this, sir?

1 A. Yes.

2 MS. ANTONIOS: Can we please mark that
3 as an exhibit.

4 EXHIBIT NO. 13: Financial statements
5 of Ogwawihsta Dedwahsnye for the year
6 ended March 31, 2022.

7 BY MS. ANTONIOS:

8 421 Q. And can we scroll down to Note 4
9 of this financial statement. So Note 4 refers to
10 the Aboriginal Learning Initiative, ALI. Is that
11 the one agreement that is on the books that you are
12 referring to?

13 A. Yes.

14 422 Q. In your affidavit.

15 A. Yes.

16 423 Q. No other community programs
17 currently funded through ODI?

18 A. No.

19 424 Q. The ALI, this program, is it based
20 in Ohsweken?

21 A. No, it is -- sorry, the recipient
22 or the funder?

23 425 Q. The program as administered by
24 ODI.

25 A. Sorry, you mean -- I'm sorry,

1 the --

2 426 Q. So --

3 A. The organization that is receiving
4 the funding, is that what you mean?

5 427 Q. Yes.

6 A. Yeah, they are on Six Nations,
7 correct.

8 428 Q. And what is that organization?

9 A. It is a private daycare.

10 429 Q. This is separate from the daycare
11 that you mentioned earlier?

12 A. Yes.

13 430 Q. Are you familiar, sir, with the
14 annual returns and filings for ODI?

15 A. I am familiar that there is a
16 requirement.

17 431 Q. Perhaps I can take you to them.
18 If I can ask Mr. Sheppard to open up the affidavit
19 of Elena Reonegro dated November 2nd, 2022, Exhibit
20 E.

21 If you could scroll to the annual
22 return for 2020, Mr. Sheppard, page 1313, and if we
23 could just zoom out a bit.

24 So I see that is the annual return for
25 ODI for 2020, and the declaration says it was

1 signed by you. Are you familiar with that?

2 A. Yeah, I sent it in.

3 432 Q. And so you have signing authority
4 for ODI?

5 A. No, I don't.

6 433 Q. So this is just signifying that
7 you just sent it in. It is just an administrative
8 act?

9 A. That was my understanding.

10 434 Q. Okay. If we could scroll up to
11 the beginning of that exhibit, Mr. Sheppard. These
12 are the annual returns, so starting with the annual
13 return for this organization for 2018, that
14 declaration, that first 2018 declaration, is signed
15 by Colin Martin. I understand Mr. Martin used to
16 be a Director of ODI?

17 A. Yeah, he was.

18 435 Q. The Directorship positions, these
19 are appointments by the HCCC?

20 A. Yes.

21 436 Q. There was no public recruitment
22 process for them?

23 A. I know there was for -- I know
24 things went into the -- there was an ad in the
25 newspaper for -- I don't know about -- I can give

1 you two examples.

2 There was one for Myka Burning. I
3 remember there was an ad placed for that when there
4 was an opening. I think too for Kelly McNaughton,
5 if I am not mistaken. But I do recall there being
6 ads put in the newspaper for -- I don't know about
7 the formation of the company or the organization
8 way back then, but I know there were some ads for
9 Directors who were interested.

10 437 Q. And you mentioned a Myka Burning.
11 That is someone who used to be a Director but is no
12 longer a Director?

13 A. Yes.

14 438 Q. And in terms of Colin Martin, you
15 don't know whether there was a public recruitment
16 process for his role as Director?

17 A. I don't know, because I think he
18 was there from the very beginning, which predated
19 me.

20 439 Q. Okay. Now I understand there was
21 an individual named Elvera Garlow that used to be a
22 Director of ODI up until about 2018; is that
23 correct?

24 A. I think she may have been one of
25 the original people with Colin.

1 440 Q. And to your knowledge, no -- or
2 you don't know one way or the other, I suppose,
3 based on your earlier answer, whether there was a
4 recruitment process for her position?

5 A. I do not know that.

6 441 Q. If we can move forward to Exhibit
7 E of this same affidavit, I am going to show you
8 the Articles of Incorporation for this entity.

9 MR. GILBERT: Where particularly?

10 BY MS. ANTONIOS:

11 442 Q. It is page 1327, starting at page
12 1327 of the record; do you see that?

13 A. Yes.

14 443 Q. And if you can just scroll down,
15 Mr. Sheppard, and this is not the best quality
16 printing, but if I can ask Mr. Sheppard to zoom in.
17 These are old documents.

18 MR. GILBERT: He has got the hard copy
19 here.

20 MS. ANTONIOS: He has got the --

21 MR. GILBERT: It is very faint, though.

22 BY MS. ANTONIOS:

23 444 Q. Are you able to read this
24 statement of the purpose of incorporation. I'll
25 read it to you, sir.

1 A. I am good. I can read it, thanks.

2 445 Q. Okay, so it says:

3 "To provide financial
4 management and services for the Six
5 Nations people at Grand River
6 Territory."

7 Do you read that?

8 A. Yes.

9 446 Q. Do you agree that that is the
10 purpose of the organization?

11 A. It is going -- this is before me,
12 but my understanding, the original purpose of this
13 ODI was it originally provided payroll services,
14 but 243 is doing it now but it used to be this
15 organization. When HDI broke away from Grand River
16 Employment and Training, payroll was done
17 through -- similar to the numbered company, it was
18 done through ODI.

19 447 Q. I see.

20 A. The other purpose -- go ahead.

21 448 Q. I was just going to say, as I
22 understand your evidence, it originally was to
23 provide financial management and services, but you
24 are saying the role is broader than that or the
25 services provided, I suppose, is broader than that

1 now?

2 A. I think initially it was -- my
3 understanding was it was to provide the payroll
4 function, because it has a business number and so
5 on, and the other purpose was to -- I think they
6 were trying to create a -- what is the right word
7 for it? I think they were trying to create a link
8 between HCCC and the operating entities of HDI and
9 243. And it never materialized, but I think the
10 idea there was to use -- you know, use this board
11 as a reporting mechanism up to HCCC and --

12 449 Q. And that never materialized?

13 A. I think it materialized to a
14 certain degree, but it is certainly not what it is
15 doing now. So something along the way, and I don't
16 know what exactly, but something along the way
17 ended that process that they were trying to do.

18 450 Q. Okay, so as far as you know, that
19 never materialized, so this statement is still
20 accurate, that it is to provide services for the
21 Six Nations people at Grand River Territory?

22 A. Like we saw in the financials
23 before, the only thing it is doing now is, you
24 know, acting as an agreement holder for Six Nations
25 organizations that, you know, don't have a

1 not-for-profit, like the example we talked about
2 before of the private daycare.

3 451 Q. I see. So it is not providing a
4 financial management system. It is essentially
5 providing grant services for the Six Nations at
6 Grand River Territory?

7 A. That is all it is doing now,
8 correct.

9 MS. ANTONIOS: If I could have five
10 minutes, Mr. Gilbert and Madam Reporter, I think I
11 can streamline any remaining questions.

12 MR. GILBERT: Okay, thank you.

13 MS. ANTONIOS: We'll go for a
14 five-minute break. Thank you.

15 -- RECESSED AT 12:13 P.M.

16 -- RESUMED AT 12:20 P.M.

17 BY MS. ANTONIOS:

18 452 Q. Mr. Saul, you mentioned earlier
19 that you are paid for performing the role of
20 Finance Consultant at HDI and its related entities.
21 Are you receiving separate compensation to provide
22 evidence on this motion?

23 A. No.

24 453 Q. So you are just billing your
25 regular time by the hour for this?

1 A. Yes.

2 MS. ANTONIOS: Subject to the
3 undertakings given and the refusals and the
4 questions taken under advisement, those are my
5 questions. Thank you.

6 MR. GILBERT: Thank you.

7 MS. ANTONIOS: Perhaps we could take a
8 20-minute lunch break, if everybody is okay with
9 that.

10 MR. GILBERT: Do we have an estimate of
11 time, just for planning purposes of who is going
12 next? It is Mr. Kaufman and how long do you think
13 you might be?

14 [Discussion Off The Record.]

15 -- RECESSED AT 12:22 P.M.

16 -- RESUMED AT 1:00 P.M.

17 CROSS-EXAMINATION BY MR. KAUFMAN:

18 454 Q. Good afternoon, Mr. Saul. My name
19 is Jeffrey Kaufman. I am Counsel for the Men's
20 Fire, who is an Intervenor in your intervention
21 motion.

22 A. Hi there.

23 455 Q. I am going to ask you some
24 questions following up on the examination this
25 morning by Counsel for the Band Council. In the

1 examination this morning, you were asked to refer
2 to but not shown a document entitled a Declaration
3 of Trust. I would like to show you that document,
4 please, and I will have Mr. Lian Gerry put it on
5 the shared screen for us.

6 MR. GILBERT: Just a moment. It will
7 be up there.

8 BY MR. KAUFMAN:

9 456 Q. Mr. Saul, have you seen that
10 document before?

11 A. I have seen it, yes.

12 457 Q. Okay, and it is dated October 20,
13 2014, and signed by Hazel Hill whose name is listed
14 as a Director. Was she a Director at that time?

15 MR. GILBERT: A Director of what?

16 BY MR. KAUFMAN:

17 458 Q. It says in the document a Director
18 of "Haudenosaunee Development Institute, in trust".

19 A. Was she a Director of HDI, is that
20 the question?

21 459 Q. Yes.

22 A. My understanding is yes, but I
23 wasn't there at the time, but I believe she was.

24 460 Q. And you believe that is her
25 signature?

1 A. I haven't seen her signature in
2 awhile.

3 461 Q. Do you have any reason to doubt
4 that that's her signature and signing as a Director
5 of HDI?

6 A. I have no reason not to believe it
7 is.

8 MR. KAUFMAN: We'll mark this as the
9 next exhibit, please.

10 EXHIBIT NO. 14: Declaration of Trust
11 dated October 20, 2014, signed by Hazel
12 Hill, Director.

13 BY MR. KAUFMAN:

14 462 Q. Mr. Saul, you'll note that the
15 Declaration of Trust is dated October 20, 2014, and
16 you indicate in your affidavit at paragraph 14 that
17 243 Ontario was formed on that date on October 20,
18 2014; is that correct?

19 A. Yes, that is correct.

20 463 Q. And given that this was a seminal
21 document created on the formation of HDI, have you
22 at any time or are you aware if anyone else at any
23 time has investigated the issues surrounding the
24 beneficiaries of Schedule A of that document?

25 MR. GILBERT: I think you had an

1 assumption in there about HDI. Could you just
2 repeat the question?

3 BY MR. KAUFMAN:

4 464 Q. Yes. Have you - and I said you as
5 an officer or consultant for HDI - or anyone else
6 who is in senior management of HDI or of 243
7 Ontario ever investigated the issues surrounding
8 the beneficiaries purportedly listed in Schedule A
9 of this Declaration of Trust?

10 MR. GILBERT: I am trying to -- so the
11 short form is have you ever investigated the
12 circumstances surrounding the beneficiaries --

13 MR. KAUFMAN: Yeah, who were listed --

14 MR. GILBERT: -- of the trust?

15 MR. KAUFMAN: Yes, listed in Schedule
16 A.

17 MR. GILBERT: Do you have Schedule A
18 there?

19 Okay.

20 BY MR. KAUFMAN:

21 465 Q. Have you?

22 MR. GILBERT: So starting with the
23 witness himself, has he ever investigated the
24 circumstances surrounding the beneficiaries? It
25 sounds like a very general open question. I wonder

1 if you could focus it more, particularly to this
2 witness?

3 MR. KAUFMAN: I can do that.

4 MR. GILBERT: And what issues there
5 are. It presupposes that there are issues, and I
6 don't know what you mean by "issues".

7 BY MR. KAUFMAN:

8 466 Q. An issue has been raised that --
9 and my clients have put this in an affidavit in
10 this proceeding, that at least half of the Chiefs
11 listed in Schedule A were not alive at the time
12 this document was signed October 20, 2014.

13 Were you made aware of that issue, sir?

14 A. I have no knowledge.

15 467 Q. Did you ever speak to Mr. Detlor
16 or Mr. Doolittle about that matter?

17 A. No.

18 468 Q. Did Mr. Detlor or Mr. Doolittle
19 ever raise that matter with you at any time?

20 A. No.

21 469 Q. Are you aware whether there is any
22 other document between 243 Ontario and HCCC other
23 than this Declaration of Trust dated October 20,
24 2014?

25 A. No, I am not aware of anything.

1 [Court Reporter intervenes for
2 clarification.]

3 BY MR. KAUFMAN:

4 470 Q. So, Mr. Saul, I take it then the
5 position that the shares are held in trust for
6 HCCC, being the shares of 243 Ontario, are solely
7 based on this Declaration of Trust dated October
8 20, 2014?

9 A. I don't know.

10 471 Q. You are not aware of any other
11 trust documentation, though?

12 A. I am not.

13 472 Q. Thank you. Do you also know why
14 the shares that were held on behalf of HCCC were
15 not transferred to HCCC until 2016? Do you know
16 why it took that long to transfer shares?

17 A. That predated me. I am not aware.

18 473 Q. Do you know the reason why shares
19 were transferred two years later in 2016?

20 A. No, I don't.

21 474 Q. Have you ever seen any transfer
22 documentation in that regard?

23 A. No, I haven't.

24 475 Q. Have you ever seen any share
25 certificates in the name of HCCC?

1 A. No, I haven't.

2 476 Q. You indicated in your earlier
3 examination that the payroll is administered by 243
4 in respect of all the entities, including HDI's
5 offices on 6th Line, and as a result, T4 slips are
6 issued to the employees; do I have that correct?

7 A. Yes, you do.

8 477 Q. And I take it because the offices
9 are off the Reserve, you are required to comply
10 with Ontario tax guidelines in respect of the
11 issuance of T4s; correct?

12 A. Yes.

13 478 Q. Am I also correct that for
14 businesses or entities operating on the Reserve
15 that have employees, that although they file T4s,
16 they can claim an exemption, and I believe the form
17 is called a TD-IN 10 Form.

18 Are you aware of that?

19 A. Yes, I am familiar with that form.

20 479 Q. Yes, and I take it that because
21 243 is doing the payroll off the Reserve and that
22 offices are off the Reserve, there is no exemption
23 form available for these employees for which T4s
24 have issued in this --

25 A. The head office is on Reserve,

1 though.

2 480 Q. So are exemption forms issued for
3 employees through 243?

4 A. I would have to confirm with the
5 payroll person.

6 481 Q. Are you aware whether there has
7 been an issue about getting exemptions because it
8 is an Ontario corporation?

9 A. I have not come across any issues.

10 482 Q. Well, you are not aware if any
11 exemptions have been applied, are you?

12 A. To the personal income?

13 483 Q. Yes.

14 A. No, the income is exempt.

15 484 Q. Well, it is my understanding the
16 income, there is exemption for services that are
17 delivered to a Reserve on the Reserve. It is not
18 for off-Reserve services. You can't exempt those
19 services; isn't that correct?

20 A. I would have to look into that.

21 MR. GILBERT: I think we are getting a
22 little far afield from the issues in the action.
23 It is like an examination about CRA practice. It
24 is a little bit outside the scope here, I think.

25 MR. KAUFMAN: Counsel, it is --

1 MR. GILBERT: I am failing to see the
2 relevance of it.

3 BY MR. KAUFMAN:

4 485 Q. It is highly relevant to the
5 issues about the practices of HDI and 243 and being
6 outside the circle by the operation of corporations
7 off the Reserve. So I would like to be able to ask
8 this witness one further question.

9 You are a CPA?

10 A. I am.

11 486 Q. You have never investigated that
12 issue?

13 A. The office is on Reserve.

14 487 Q. 6th Line is not on Reserve, is it?

15 A. No, 16 Sunrise Court is on
16 Reserve.

17 488 Q. But you said most of your
18 employees are on 6th Line, which is off Reserve.
19 Did you not say that?

20 A. Not most of them. The monitors
21 are not physically at that office on 6th Line.

22 489 Q. The employees you say are on 6th
23 Line, they are not entitled to an exemption, are
24 they?

25 R/F MR. GILBERT: Well, he is not here to

1 be examined on everybody's own CRA practices, so I
2 don't see the relevance. I am going to refuse the
3 question.

4 BY MR. KAUFMAN:

5 490 Q. You indicated that Mr. Detlor
6 received what you described as success fees, and
7 you indicated that in 2021 he received 130,000 for
8 success fees and in 2022 he received 208,000 for
9 success fees. Did Mr. Detlor receive success fees
10 in any other years since 2017?

11 A. There would have been success fees
12 prior to that year you mentioned.

13 491 Q. And do you know the total amount
14 of success fees Mr. Detlor has received from HDI or
15 243 Ontario?

16 A. From the origin of the entities?

17 492 Q. Yes.

18 A. No, I don't know that figure.

19 493 Q. Would you undertake to provide me
20 with that information?

21 R/F MR. GILBERT: No.

22 MR. KAUFMAN: And what is the grounds
23 for the refusal?

24 MR. GILBERT: It is not an examination
25 for discovery. It is a cross-examination. If the

1 witness knows the answer, he can tell you. He
2 doesn't know the answer.

3 MR. KAUFMAN: Well, he is here as a
4 representative of HDI as a CPA who should know the
5 numbers, and he should know - it is not a big
6 organization - how much Mr. Detlor has received in
7 success fees.

8 MR. GILBERT: You have my answer.

9 BY MR. KAUFMAN:

10 494 Q. Do you know how Mr. Doolittle is
11 remunerated?

12 A. He is paid a monthly fee.

13 495 Q. And how much is he paid?

14 R/F MR. GILBERT: Don't answer the
15 question.

16 BY MR. KAUFMAN:

17 496 Q. Who is the highest paid person at
18 HDI?

19 R/F MR. GILBERT: Don't answer the
20 question.

21 BY MR. KAUFMAN:

22 497 Q. How much is the highest paid
23 employee get at HDI or 243?

24 R/F MR. GILBERT: Again, refusal.

25 BY MR. KAUFMAN:

1 498 Q. I take it the revenues are largely
2 generated by HDI through deals it makes with
3 contractors and infrastructure organizations in
4 respect of their use of land; is that a fair
5 statement?

6 A. Yes.

7 499 Q. And I take it all those revenues
8 are generated because your position is that these
9 entities are operating on the people's land, the
10 Haudenosaunee Confederacy land; correct?

11 A. Yes.

12 500 Q. And you would agree with me
13 because it involves the land, those revenues
14 actually under Haudenosaunee law belong to the
15 people, don't they?

16 R/F MR. GILBERT: Well, that calls for a
17 question about who owns what. It is a legal
18 question. He is here as a financial witness,
19 financial capacity.

20 BY MR. KAUFMAN:

21 501 Q. I would like to show you firstly
22 the HCCC website. That is in Schedule A to Mr.
23 Saul's affidavit. So on this website page you
24 produce, towards the middle, it states:

25 "The problem of development on

1 Haudenosaunee lands is not a new
2 problem. Historically developers
3 were simply called squatters - and
4 the solution was to ensure that
5 lands were leased rather than sold.
6 This was done for the perpetual care
7 and maintenance of the Haudenosaunee
8 people and consistent with one of
9 the mandates of HCCC, which is to
10 protect the interests of the
11 Haudenosaunee people."

12 Do you agree with that statement?

13 A. I am not an expert on
14 Haudenosaunee law.

15 502 Q. Well, you put this in your
16 affidavit. I take it you read it before you put it
17 as Schedule A -- Exhibit A to your affidavit?

18 MR. GILBERT: We put in an excerpt from
19 the website. It doesn't mean he is an expert on
20 everything on a website.

21 BY MR. KAUFMAN:

22 503 Q. Well, did you read the exhibit
23 before you marked it as an exhibit, sir?

24 A. Yes, I have read it.

25 504 Q. Okay, and the statement I read to

1 you -- I am not saying you are an expert. I just
2 asked, based on your experience, do you agree with
3 that statement?

4 A. I am not in a position to answer
5 that. I don't know.

6 505 Q. Do you have any knowledge,
7 information or belief to disagree with that
8 statement?

9 A. Can you repeat that, please?

10 506 Q. Do you have any knowledge,
11 information or belief in order to disagree with
12 that statement?

13 A. No.

14 507 Q. Then we go two further paragraphs
15 down, and this website of HCCC says:

16 "The HDI functions and operates
17 in accordance with Haudenosaunee
18 Law. The HDI is not about any
19 individuals - it is about
20 establishing a process and structure
21 that protects Haudenosaunee rights
22 long after any individuals are
23 gone."

24 Do you agree with that statement?

25 MR. GILBERT: Well, again, he is not an

1 expert on Haudenosaunee law, so it is what it is.
2 It is a statement on the website.

3 BY MR. KAUFMAN:

4 508 Q. I am not asking as an expert. I
5 am asking you, do you agree with the statement that
6 the HDI is not about any individuals. It is about:

7 "[...] establishing a process
8 and structure that protects
9 Haudenosaunee rights long after any
10 individuals are gone."

11 As a senior member who consults for HDI
12 since 2017, do you agree with that statement or
13 not?

14 MR. GILBERT: Our submission is it is
15 irrelevant what he thinks, but for whatever, go
16 ahead, Mr. Saul, you can answer to the best of your
17 ability what your understanding is.

18 THE WITNESS: This paragraph here?

19 MR. GILBERT: Yes, the one he just
20 read.

21 THE WITNESS: Based on what I hear from
22 other people that work in the circle that I work
23 in, this is what I hear and this is what I read,
24 but that is the extent, I guess, of my knowledge.

25 BY MR. KAUFMAN:

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

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

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,

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?

1 A. I don't specifically know that.

2 526 Q. What properties acquired by HDI
3 have been or are being used by members of the
4 community?

5 A. Aside from the HDI office and the
6 HCCC admin?

7 527 Q. Yes.

8 A. I know -- hold on a sec here. I
9 know the intended use -- or for three other
10 properties that the intended use is for community
11 purposes, which can include housing.

12 528 Q. But that is in the future. That
13 hasn't been the case yet, has it?

14 A. It has not.

15 529 Q. And on the Pauline Johnson
16 property, who does the farming there?

17 A. I don't know the specific person.

18 530 Q. Is it someone who is affiliated
19 with HDI?

20 A. No, I don't believe so.

21 531 Q. Is it someone affiliated with a
22 Chief?

23 A. I don't know if they were
24 affiliated to any Chief or not. I am not sure.

25 532 Q. And how about 1594 Concession

1 Road, who does the farming there?

2 A. I don't know the specific person
3 who does the farming.

4 533 Q. And how does a farm off-Reserve on
5 Pauline Road protect the interests of the
6 Haudenosaunee people?

7 A. I don't know.

8 534 Q. How does a farm on 1594 Concession
9 Road protect the interests of the Haudenosaunee
10 people?

11 A. I don't know.

12 535 Q. You said 44 6th Line Caledonia is
13 a vacant property purchased in 2021?

14 A. Sorry, which address?

15 536 Q. Oh, sorry, 51 6th Line Road.

16 A. Yes, that was the property that
17 was supposed to be leased to Six Nations Social
18 Services, which I made reference to before, and --

19 537 Q. But when you bought the property,
20 it was vacant?

21 A. Yes.

22 538 Q. And was it a house, a building, a
23 farm? What kind of property is that?

24 A. It is a house.

25 539 Q. It is a house, and who lived in

1 the house before it was renovated?

2 MR. GILBERT: What is that relevant to?

3 MR. KAUFMAN: I want to know who lived
4 in the house when the property was bought.

5 R/F MR. GILBERT: That is a refusal.

6 BY MR. KAUFMAN:

7 540 Q. After you bought the property,
8 before you renovated, did someone live in that
9 house?

10 A. Yes. It was posted on Realtor.ca,
11 I believe.

12 541 Q. And how does buying a house on 51
13 6th Line Road protect the interests of the
14 Haudenosaunee people?

15 A. It was going to be -- the intended
16 use is for housing, for people who need housing.

17 542 Q. But you were going to do that in
18 conjunction with the Elected Council, weren't you?

19 A. That is what was being negotiated
20 with Tracey General and I believe it was Arliss
21 Skye of Six Nations Elected Council.

22 543 Q. And the property at 386 Oneida
23 Road, you said that is a house?

24 A. It is.

25 544 Q. And does someone live in that

1 house?

2 A. Not at the moment. It is being
3 renovated.

4 545 Q. Did someone live in that house
5 before it was renovated?

6 A. Yes.

7 546 Q. And who was that?

8 R/F MR. GILBERT: Irrelevant. Refusal.

9 BY MR. KAUFMAN:

10 547 Q. Can you explain to me why the
11 purchase of that house was done for the purpose of
12 protecting the Haudenosaunee people?

13 A. The same as the prior answer, to
14 be used for community or housing purposes.

15 548 Q. I take it, though, you are saying
16 that now, but prior to the acquisition, there was
17 no plan to do that, was there?

18 A. But there has been a plan
19 to -- and the initial plan was to, it my
20 understanding, was to work with Six Nations Social
21 Services and expand that relationship into other
22 properties. That is my understanding.

23 549 Q. But you have been acquiring
24 property since 2015, and at no time did you ever
25 have any such plan for housing put in place, have

1 you?

2 A. The first few properties were for
3 office admin-type purposes. I don't know back in
4 those years what the initial intent was. I wasn't
5 there. But I know there was a desire to -- the
6 current vacant properties to be used for housing
7 for community purposes.

8 550 Q. But that intent to have community
9 housing has yet not come to fruition since 2015;
10 correct?

11 A. Yeah, none of those properties
12 that are currently in use are for housing purposes.

13 551 Q. Now let's look at this interesting
14 property in Toronto at 38 Howard Park Avenue, Unit
15 154. That is a condominium complex, isn't it?

16 A. Yes.

17 552 Q. It is a residential condominium
18 complex, isn't it?

19 A. Yes.

20 553 Q. And prior -- were you involved in
21 this purchase?

22 A. Not in terms of negotiating it or
23 anything like that.

24 554 Q. But you were aware you were
25 purchasing a residential condominium unit in

1 Toronto?

2 A. Yes.

3 555 Q. Did anyone review the condo
4 documents before the purchase?

5 A. Aaron Detlor would have reviewed
6 that.

7 556 Q. And did Mr. Detlor discuss with
8 you or did you discuss with him whether that
9 condominium, which is a residential project, allows
10 office -- people to have their units for business
11 and office? Was that discussed with your lawyer,
12 Mr. Detlor?

13 A. It was discussed, and I was under
14 the impression that it could be used for that
15 purpose.

16 557 Q. Well, will you undertake to show
17 me the condo documentation that allows an office to
18 be in this residential condominium complex?

19 R/F MR. GILBERT: No.

20 MR. KAUFMAN: You are refusing that?

21 MR. GILBERT: Yes.

22 BY MR. KAUFMAN:

23 558 Q. It is my understanding that that
24 property was purchased for over \$1.3 million; is
25 that correct?

1 A. That sounds about right.

2 559 Q. And can you also help me out on

3 the other properties. 386 Oneida Road, how much

4 was that purchased for around?

5 A. I don't know off the top of my

6 head.

7 560 Q. Any rough idea?

8 A. Probably in excess of a million.

9 561 Q. 518 Argyle Street?

10 A. Probably in excess of a million.

11 562 Q. 51 6th Line?

12 A. That one I am not sure.

13 563 Q. Would you undertake to let me

14 know?

15 R/F MR. GILBERT: No.

16 BY MR. KAUFMAN:

17 564 Q. 44 6th Line?

18 A. That was in the 700,000 range, I

19 think.

20 565 Q. 39 --

21 A. Sorry, which one was that? 44?

22 566 Q. 44 6th Line.

23 A. Yeah, I think the 51 was below

24 seven or eight hundred. 44 -- I am not sure about

25 44.

1 567 Q. 392 Oneida Road?
2 A. Probably around a million.
3 568 Q. Will you undertake to find out the
4 purchase price for 44 6th Line, please?
5 R/F MR. GILBERT: No.
6 BY MR. KAUFMAN:
7 569 Q. And 44 6th Line you say is for an
8 HDI office?
9 A. Yes.
10 570 Q. Did HDI consider leasing an office
11 rather than buying land for an office?
12 A. Yeah, they were renting at Grand
13 River Employment building, but the lease was
14 terminated because that organization needed space
15 for internal reasons, which was about 40,000 a
16 year.
17 571 Q. Did you look for office space for
18 HDI for lease rather than purchase when you
19 purchased the property at 44 6th Line? Did you
20 consider the leasing option?
21 A. I don't believe it was considered.
22 572 Q. If you go to 392 Oneida Road, how
23 much was that purchase, approximately?
24 A. Probably around a million.
25 573 Q. 9 Fawcett Road?

1 A. I am not sure about that one.

2 574 Q. Would you undertake to find out?

3 R/F MR. GILBERT: No.

4 BY MR. KAUFMAN:

5 575 Q. 1594 Concession?

6 A. Those other two, I am not aware of
7 those prices offhand.

8 576 Q. So you are not aware of the farms
9 at 1594 Concession Road and 126 Pauline Johnson
10 Road?

11 A. I aware of the farms. I am not
12 aware of the price.

13 577 Q. Will you undertake to find out the
14 price?

15 R/F MR. GILBERT: No.

16 BY MR. KAUFMAN:

17 578 Q. I would like to next show you the
18 HDI Policies that have been produced in this
19 proceeding.

20 MR. GILBERT: Who produced them?

21 MR. KAUFMAN: I think, Counsel, this
22 is -- that is a good question. Can we go off the
23 record for a minute.

24 [Discussion Off The Record.]

25 BY MR. KAUFMAN:

1 579 Q. I am showing you the HDI Policies
2 which were produced as Exhibit F in the Brian
3 Doolittle affidavit. I would like you to look at
4 the "Land Rights Statement" under those policies.

5 MR. GILBERT: Is there a page
6 reference? 118.

7 THE WITNESS: Okay.

8 BY MR. KAUFMAN:

9 580 Q. Have you read this before?

10 A. No, I haven't.

11 581 Q. So in this HDI policy -- will you
12 agree with me HDI did have policy statements for
13 its operations?

14 A. Yeah, it has policies.

15 582 Q. And you are involved in its
16 operations. Were you aware that HDI had a Land
17 Rights Statement?

18 A. Yeah, I am just not familiar with
19 this particular document.

20 583 Q. So in this statement, in the
21 fourth paragraph, it says:

22 "[...] according to our law,
23 the land is not private property
24 that can be owned by any individual.

25 In our worldview, land is a

132

1 collective right. It is held in
2 common, for the benefit of all. The
3 land is actually a sacred trust,
4 placed in our care, for the sake of
5 coming generations. We must protect
6 the land. We must draw strength and
7 healing from the land. If an
8 individual, family or clan has the
9 exclusive right to use and occupy
10 land, they also have a stewardship
11 responsibility to respect and join
12 in the community's right to protect
13 land from abuse."

14 Are you aware that this was a policy of
15 HDI in terms of how you would operate in the
16 acquisition of land?

17 MR. GILBERT: He said he wasn't
18 familiar with the document. It is hard to have him
19 be cross-examined on it.

20 BY MR. KAUFMAN:

21 584 Q. Are you aware of the principle I
22 just cited in that document from any source since
23 2017 when you were involved in the management and
24 operations of HDI?

25 A. No, not specifically.

1 585 Q. I would next like to show you the
2 2022 financial statement.

3 A. For which entity?

4 586 Q. For HDI. Actually, can we turn
5 up, I'm sorry, can we turn up the 2017 financial
6 statement for HDI.

7 MR. GILBERT: Where would that be?

8 BY MR. KAUFMAN:

9 587 Q. That was put up earlier by Ms.
10 Antonios.

11 Do you recognize this document, Mr.
12 Saul, as the financial statement of HDI for the
13 year ended March 31, 2017?

14 A. Yes.

15 MR. GERRY: Could I ask which Exhibit
16 this was, if you have it.

17 MR. KAUFMAN: I don't. Do you have it?

18 MR. GILBERT: No, we don't. It would
19 be good to know for the record because it is -- I
20 think it is in one of the affidavits that we
21 referred to this morning.

22 Ms. Antonios, do you happen to know?

23 MS. ANTONIOS: I can assist if we go
24 off the record, yes.

25 MR. GILBERT: Yes, thanks.

1 [Discussion Off The Record.]

2 BY MR. KAUFMAN:

3 588 Q. We identified that this 2017
4 financial statement of HDI is Exhibit L in the
5 affidavit of Councillor Miller.

6 I would like you to turn to Note 1
7 under "Significant accounting policies:"

8 MR. GILBERT: Exhibit L.

9 BY MR. KAUFMAN:

10 589 Q. Do you see that?

11 MR. GILBERT: Hold on just a second.
12 He is getting the paper.

13 BY MR. KAUFMAN:

14 590 Q. Sure.

15 A. Yes. No, I have 14 here. I'm
16 sorry, hold on.

17 Okay.

18 591 Q. So do you see in the policies
19 there is a note for "Fund accounting:"?

20 A. I do.

21 592 Q. And it sets two methods for
22 restricted fund accounting. You are familiar with
23 that form of accounting treatment?

24 A. Yes.

25 593 Q. So it talks about the method for

1 fund accounting for land acquisition; do you see
2 that?

3 A. I do.

4 594 Q. And when we have been talking
5 about these nine properties, those will be
6 acquisitions that would come within this method for
7 treating land acquisition; correct?

8 A. Yes.

9 595 Q. So this says that:

10 "The Land acquisition fund
11 consists of net assets to be used
12 for the sole benefit of the
13 Haudenosaunee people and will be
14 managed by the Haudenosaunee
15 Confederacy Chiefs Council [...]."

16 So you will agree with me that these
17 nine properties are only to be used for the sole
18 benefit of the Haudenosaunee people; correct?

19 A. Yes.

20 596 Q. And then it says:

21 "Such funds shall only be used
22 by the HCCC for purposes of
23 acquisition of land to support the
24 advancement and promotion of
25 Haudenosaunee educational programs

1 and initiatives [...]".

2 Stopping there, are you aware were any
3 of these nine purchases done for the advancement
4 and promotion of Haudenosaunee education programs
5 and initiatives?

6 A. Is Colin Carruthers on this call?

7 MR. GILBERT: Yes.

8 MR. CARRUTHERS: I am.

9 THE WITNESS: Colin, we had this
10 discussion last week, as you recall, about the
11 words being used in that paragraph. Do you recall
12 that?

13 BY MR. KAUFMAN:

14 597 Q. Excuse me, this is a
15 cross-examination. You can't ask questions of your
16 Counsel.

17 A. Sorry.

18 598 Q. Please, that is not appropriate.

19 A. Sorry, it is my first time. I had
20 mentioned to -- that note, that paragraph is a
21 legacy note that has been in the financial
22 statements for awhile, probably since 2014, and the
23 wording of that, the wording of that paragraph is
24 not -- does not capture what the agreements say.
25 And I had mentioned that to Counsel last week as an

1 observation that I had made.

2 599 Q. It is not in any affidavit, is it,
3 what you just said?

4 A. No, it is not, no.

5 600 Q. And you said agreements reached.
6 What agreements are you talking about, sir?

7 A. The land acquisition agreements
8 that are part of the land lease agreements.

9 601 Q. Well, first of all, you will agree
10 with me that this note for financial accounting,
11 which you reviewed, has been on these audited
12 financial statements since at least 2017; correct?

13 A. Yes.

14 602 Q. And in fact, your first purchase
15 was 2015. This same method of accounting for land
16 acquisition was also for -- pertained to the
17 statements for 2015 and 2016; correct?

18 A. I believe so.

19 603 Q. So I am just asking you the
20 questions based on this statement, okay. Were any
21 of the nine properties that were acquired by 243
22 for the promotion of Haudenosaunee education
23 programs or initiatives?

24 A. Not that wording.

25 604 Q. Okay, just yes or no, please.

1 A. No.

2 605 Q. Were any of these nine properties
3 purchased for the purposes of human health,
4 welfare, promotion of Haudenosaunee educational
5 programs and initiatives?

6 A. No.

7 606 Q. Were any of the nine properties
8 purchased for the purposes of Haudenosaunee
9 ceremonies, language, cultural heritage and
10 education and conservation and environment?

11 A. No.

12 607 Q. It then says:

13 "Expenditures must be for the
14 acquisition of land and for the
15 benefit of the Haudenosaunee, as
16 deemed fit by the Royane and
17 Yakoyane on a case by case basis."

18 I take it Royane are the Chiefs and the
19 Yakoyane are the Clan Mothers; correct?

20 A. I believe so.

21 608 Q. Were any of the nine properties
22 that have been purchased by HDI done in
23 consultation with any Clan Mothers?

24 A. My understanding, as I mentioned
25 before, is consultation was done with Chiefs and

1 Clan Mothers by Aaron and/or Brian.

2 609 Q. But you have no knowledge of that?

3 A. No, I don't.

4 610 Q. But you would agree with me that
5 any acquisition of property had to first be deemed
6 fit by Chiefs and Clan Mothers on a case-by-case
7 basis; correct?

8 A. Yes.

9 611 Q. You made a reference in your
10 affidavit at paragraphs -- between 69 and 71 that
11 you reviewed an exhibit in the Wilfred Davey
12 affidavit that referred to land acquisitions or
13 dealing with projects for revenue in excess of 42
14 million, and you said that appears accurate as a
15 slice in time; do you recall saying that?

16 A. Yeah, that table that I saw was a
17 slice in time, correct.

18 612 Q. And what do you mean by "a slice
19 in time"?

20 A. I can't remember the total on
21 that. It was probably around a million dollars in
22 revenue, and the most that has been earned in land
23 lease revenue per year is a million dollars, and
24 that number seemed to correspond to the annual land
25 lease revenue.

1 613 Q. And have you done any assessments
2 in terms of what the total for revenue from
3 projects is currently?

4 A. For which projects?

5 614 Q. For the total of all projects
6 where revenue is generated for HDI.

7 A. Since when?

8 615 Q. Since 2015.

9 A. Total revenue from 2013 until 2022
10 is approximately 38.1 million.

11 616 Q. And does that include future
12 revenue, or is there an additional number you can
13 provide to me for future anticipated revenue?

14 A. That number is actual earned
15 revenue. Future revenue, aside from those land
16 lease agreements that are expiring in nine or ten
17 years, so those numbers are fixed.

18 The other revenue being -- the big
19 source of revenue would be the monitoring revenue,
20 and that is hard to project out too far in the
21 future because it really depends on the amount of
22 projects that are being worked on, and so forth.

23 617 Q. Have you done any projections?

24 A. Just for the next year, we are
25 just finalizing our budgets, so for '23/'24, we

1 have -- it is a hard number to predict because so
2 many things can happen.

3 618 Q. Sure, I'm just asking what the
4 projection is for '23/'24.

5 A. The projection for '23/'24 would
6 be around 11 million in total HDI revenue.

7 619 Q. And have you done any projections
8 beyond the next two years?

9 A. Very -- we like to project at, you
10 know, a certain growth rate. If we look back at
11 the -- if we look back from the fiscal years of
12 2020 to 2021, there was about a 25 percent
13 increase. '21/'22 is about 25 percent. '22/'23 is
14 about 60 percent, which I think was -- that was a
15 pretty big jump, the current year we are in now.
16 But for projection purposes, we are certainly not
17 going to project at that level of 60 percent.
18 Probably something a little more conservative than
19 that.

20 620 Q. And have you picked on a number?
21 I know it is a projection. Is it 30, 40? Or you
22 didn't pick on a number yet for the future?

23 A. I would be comfortable between 10
24 to 20 percent at the most, and then throughout the
25 year we would obviously, you know, update things as

1 things become more clear.

2 621 Q. And --

3 A. But it really is a -- aside from
4 those land lease columns that are a fixed amount
5 for over a 20-year span, it is -- again, it is
6 difficult to get a good grasp on what it might be.

7 622 Q. I understand. And for the actual
8 revenue from projects which you say is around in
9 total 38 million, could you provide me with a
10 breakdown of the revenue per project and the actual
11 company involved in each project?

12 A. Could you repeat that?

13 623 Q. Yes. In respect of the actual
14 revenue of revenue earned from projects in the
15 amount you said of 38 million to date, can you
16 provide me with the amount earned per project and
17 the actual name of the entity or company that is
18 involved in that project and paying the revenue?

19 A. Certainly after a certain -- I
20 guess the problem I have is going back, like 2013,
21 '14, '15, when those projects -- well, certainly
22 the land lease, I do. I have those, that is not a
23 problem. The monitoring activities for '13, '14,
24 '15, when they were -- when that accounting was
25 down inside of Grand River Employment and Training,

1 I don't know if I could get access to that data,
2 but --

3 MR. GILBERT: The question I have is,
4 I'll allow him to answer, sitting here today can
5 you give the examiner an answer based upon your
6 knowledge without creating a make-work project?
7 This is an examination. Can you answer his
8 question sitting here today?

9 THE WITNESS: It would take a bit of
10 work, if that is what you are asking me.

11 MR. GILBERT: Well, no, talk to him.
12 You can say what you can answer today based upon
13 your own knowledge.

14 THE WITNESS: Yeah, I don't have that
15 data in front of me, but as I said, between '13 and
16 '16, that data would require some digging, except
17 for the land lease and land acquisition because
18 those have been a constant since that point,
19 when --

20 BY MR. KAUFMAN:

21 624 Q. Okay, give me the information from
22 2016 right now from your knowledge. Tell me the
23 name of the project and the amount received to date
24 for revenue.

25 A. Well, in the current fiscal year,

1 we had over 215 projects, so it is not possible --

2 625 Q. There is over 215 projects that
3 make up the 38 million?

4 A. No, what I am saying is I don't
5 know what the cumulative number of projects would
6 be for that entire span. I am talking about the
7 projects that were in the database in the current
8 year, you know, were in the high hundreds or maybe
9 200. So for me to provide you with dollar amounts
10 for each one of those projects off the top of my
11 head wouldn't be possible.

12 626 Q. Mr. Saul, you are the one who
13 created the software program, so you created a
14 database that tracks each project that generates
15 revenue from HDI, and that database shows the
16 participants in that project, the companies paying
17 the revenue, and the amounts involved; correct?

18 A. Correct.

19 627 Q. You have that. Would you
20 undertake to produce that information for all
21 projects to date generating revenue for HDI and the
22 names and the amounts? Would you produce --

23 R/F MR. GILBERT: No. We are not producing
24 that.

25 MR. KAUFMAN: So is it my

1 understanding, Counsel, that although this is
2 revenue generated for the people, for the people's
3 money, apart from your argument that maybe the
4 audited statement note is wrong, and we can have a
5 good debate about that, that you won't be
6 transparent enough to tell us what vast amounts
7 have been made, and you --

8 MR. GILBERT: You know. He has
9 answered the question. He has answered the
10 question. This is not a forensic examination of
11 HDI on every project, and this is a
12 cross-examination. It is not a discovery. I have
13 explained that process. He has given you --

14 MR. KAUFMAN: You have --

15 MR. GILBERT: -- his answers today, and
16 we are not doing a make-work project, and we are
17 not doing a forensic audit of HDI.

18 MR. KAUFMAN: This is not a make-work
19 project. This is not a forensic audit. This is
20 simply cross-examining on the transparency of
21 financial disclosure at HDI that is a central
22 feature of this proceeding.

23 So I am giving you one more chance to
24 produce that obvious information that your client
25 has in a database so we can know the amount of

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.

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

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

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

1 the HCCC meeting when she was let go, but I don't
2 recall hearing anything about criminal activity.

3 637 Q. Well, you were involved in terms
4 of day-to-day operations and financial management
5 issues. You must have been told why Hazel Hill was
6 asked to leave, weren't you?

7 A. I don't know what the facts are.
8 I have heard different things, so --

9 638 Q. What have you heard?

10 R/F MR. GILBERT: You are asking him to
11 talk about hearsay, which I don't think is
12 appropriate.

13 BY MR. KAUFMAN:

14 639 Q. Well, we can have hearsay in this
15 proceeding. I just want to know his information.

16 So what is your information as to why
17 Hazel Hill was asked to leave HDI by HCCC?

18 R/F MR. GILBERT: I don't think it is
19 relevant. Don't answer the question.

20 MR. KAUFMAN: Thank you, I have no
21 further questions.

22 MR. GILBERT: Could we just have 60
23 seconds off the record.

24 MR. KAUFMAN: Sure.

25 [Discussion Off The Record.]

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MR. GILBERT: We are good. Those are
all the questions.

-- Adjourned at 2:07 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 12th day of March, 2023.



NEESONS, A VERITEXT COMPANY

PER: DEANA SANTEDICOLA, RPR, CRR, CSR

[& - 148:7]

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& 26:16	103 4:5,6 27:2	121 30:19	64:10 72:13,14
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1.6 65:23	114:16 4:23	128:15 4:24	141 34:19
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1.69 66:1	116 29:25	129:5 4:24	143 35:2
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10 6:11 9:23	118:13 4:23	12:22 103:15	145 35:10
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[understanding - wonder]

<p>22:1,11 24:7 53:4 57:16 97:9 100:12 101:3 104:22 110:15 117:17 125:20,22 127:23 138:24 145:1 understood 25:2 43:19 45:1 53:3 60:3 76:15 undertake 112:19 127:16 128:13 129:3 130:2,13 144:20 146:14 undertaken 4:13 69:2,7 undertakings 4:8,12 103:3 unincorporated 85:9 unit 52:19 92:25 93:1 126:14,25 units 127:10 update 13:25 141:25 upload 46:22 uploaded 46:23 47:10 uploading 47:11</p>	<p>use 13:19 92:12 101:10,10 114:4 120:14 121:20,23 122:9,10 124:16 126:12 132:9 used 32:2 38:25 90:1,10 92:13 93:3,8 97:15 98:11,21 100:14 120:21 122:3 125:14 126:6 127:14 135:11,17,21 136:11 using 50:25 121:24 usually 31:5</p>	<p>veritext 1:21 152:23 vicinity 89:5 90:7,21 91:2 91:19 92:1 video 8:11,25 view 29:1 53:9 virtual 1:21 vitae 13:14</p>	<p>30:4 31:15 46:21 47:1,3 47:10,12 114:22,23 115:19,20 116:15 117:2 wednesday 149:9 week 136:10,25 welcome 11:21 26:14 welfare 138:4 went 79:25 97:24 wilfred 139:11 williams 25:19 25:20 26:2,21 26:25 27:1 wilsonville 90:6 wind 6:2 56:6 56:18,22 witness 4:3 23:1 48:16 61:4 69:20 76:15 78:11 106:23 107:2 111:8 113:1 114:18 117:18 117:21 131:7 136:9 143:9,14 146:24 152:8 152:10 witnesses 22:25 wonder 106:25</p>
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	<p>vacant 25:1,4,6 27:7 79:23 91:5,17 123:13 123:20 126:6 valley 6:1 56:6 56:18,22 variable 36:7 varied 73:12 various 64:4 74:3 75:22 vary 73:16,17 vast 145:6 vehicle 83:14 verbally 9:15</p>		

[word - zoom]

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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 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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Lawyers for the Plaintiff

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.

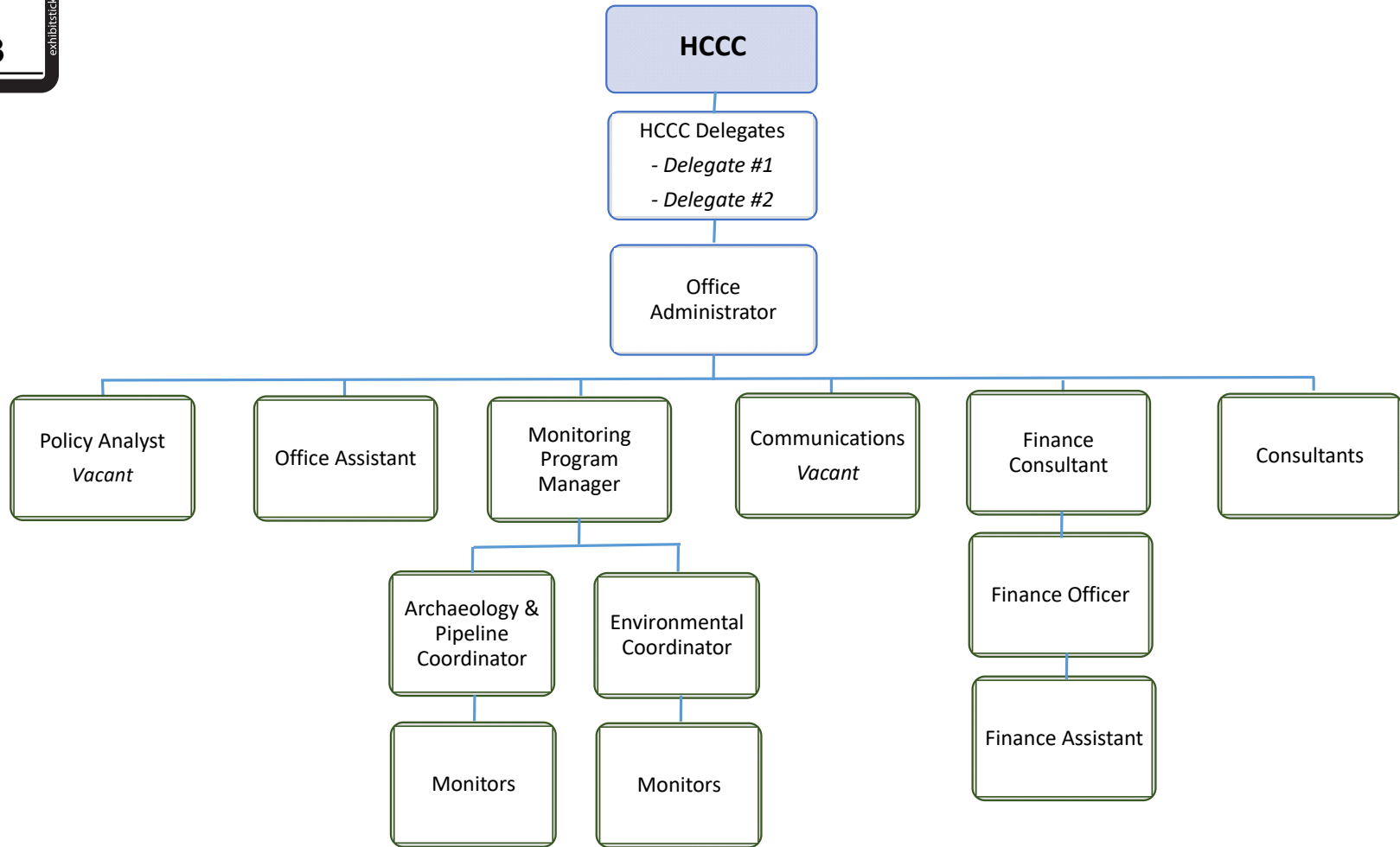
Best regards,

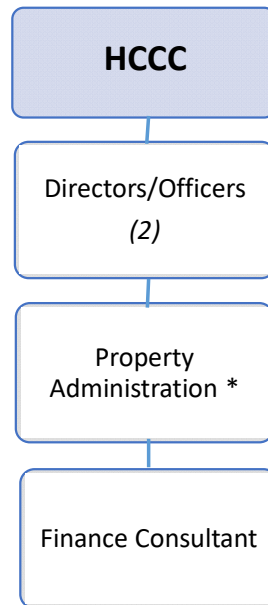
GILBERT'S LLP

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 Muthusamipillai, Katrina Longo,
Hasan Junaid, Sarah Kanko, Myra Sivaloganathan, *Canada*
Jeffrey Kaufman, *Kaufman Law*

HDI Organizational Structure (at February 21, 2023)

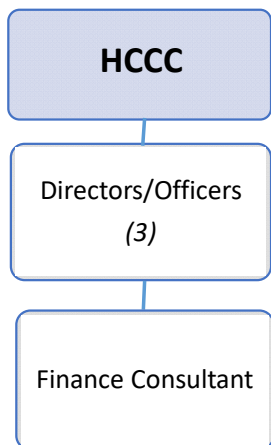




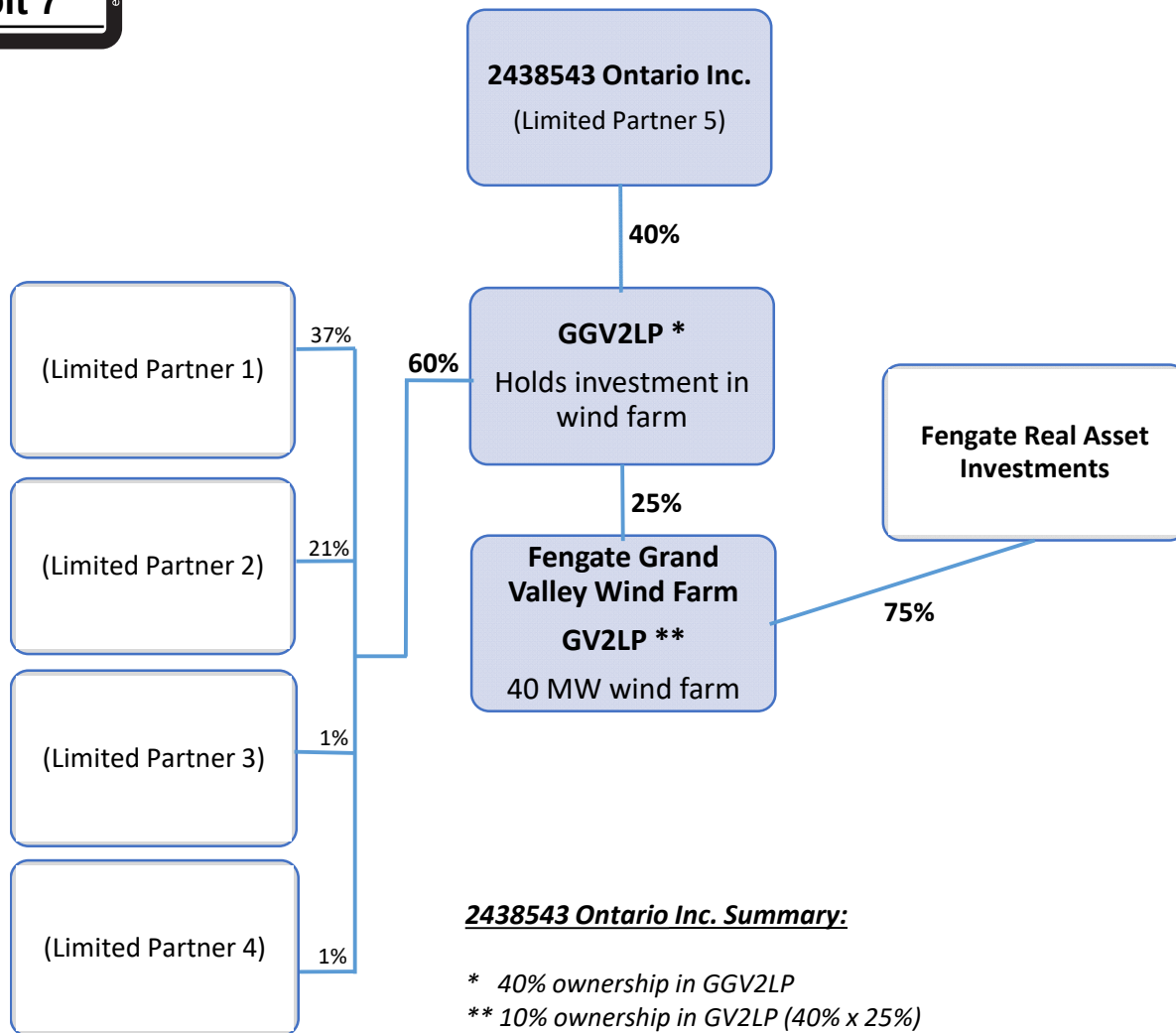
* Property administration is a part-time position. The HDI Office Administrator performs this function.

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

Ogwawihsta Dedwahsnye Organizational Structure (at February 21, 2023)



* 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.



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.

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
	5,980,586	4,833,968
Investment in subsidiary (note 4)	1,365,000	–
Capital assets (note 3)	8,407	8,363
	\$ 7,353,993	\$ 4,842,331

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
	1,225,453	207,730
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
	6,128,540	4,634,601
Commitments (note 6)		
Contingencies (note 7)		
	\$ 7,353,993	\$ 4,842,331

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 Ogwawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogwawishta 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 Ogwawishta 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

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
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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.



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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for 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.



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- 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:

*Aaron Dutton*_____
Director*B. W. L. H. C.*_____
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.

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
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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.



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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for 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.



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- 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:

Ann Decker

Director

Bill H.C.

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.

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

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' with a horizontal line underneath.

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
	71,484	49,140
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
	77,493	48,684
(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.

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.

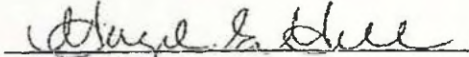
DECLARATION OF TRUST

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:

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

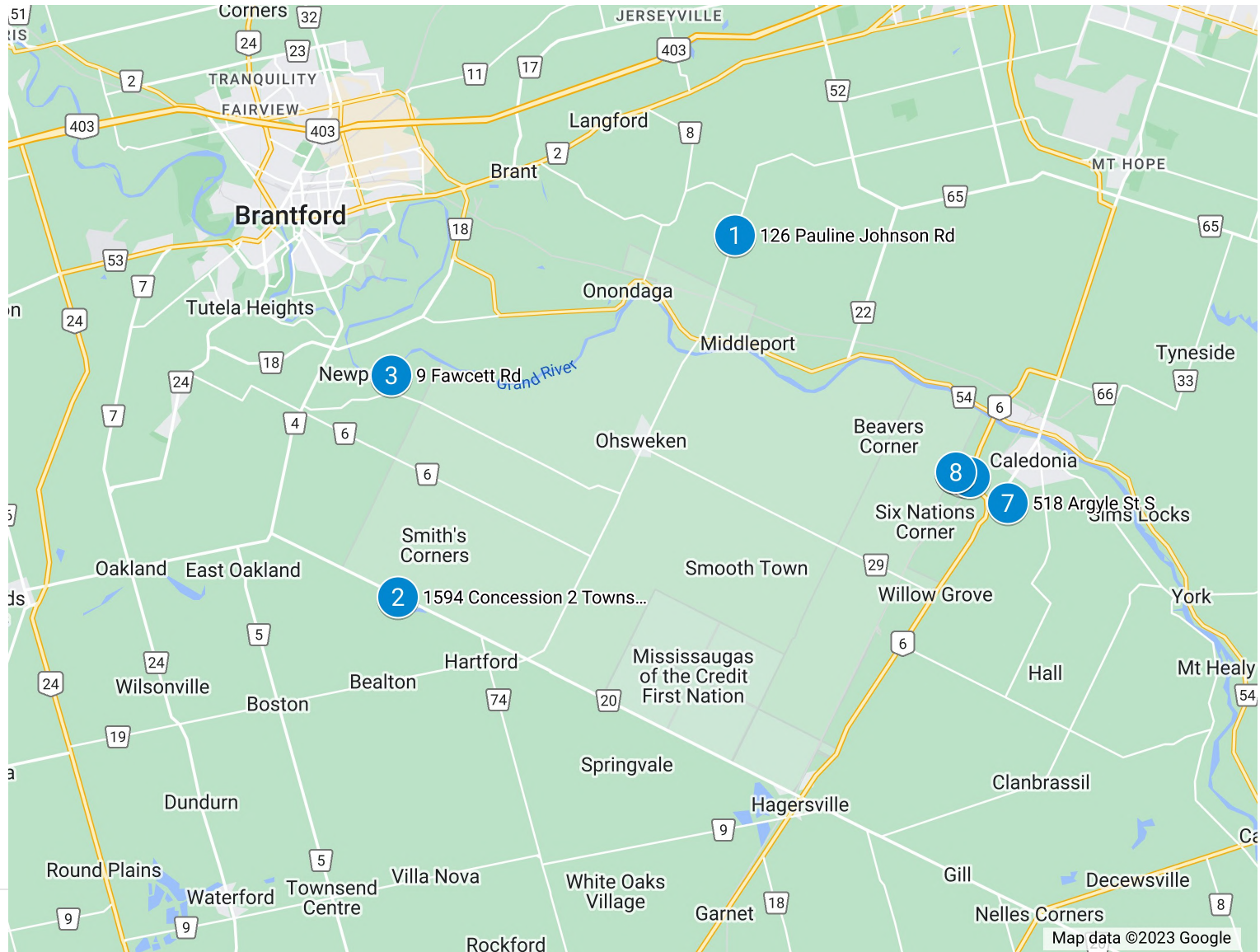
518 Argyle St S

8

386 Oneida Rd

9

38 Howard Park Ave #154



Richard Saul

March 7, 2023

Exhibit A

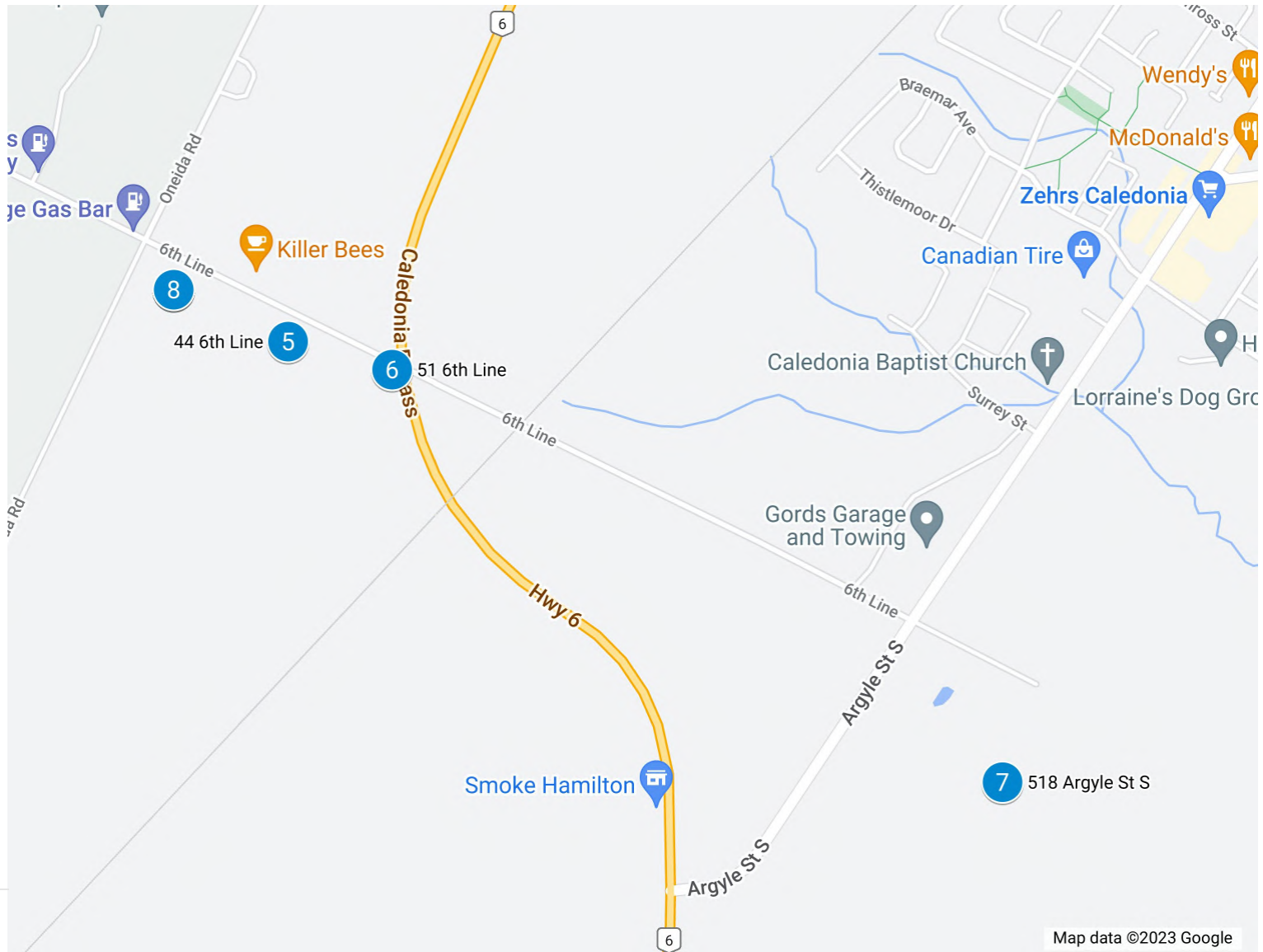
exhibitstracker.com

Map data ©2023 Google

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

Real properties owned by 2438543 Ontario Inc.

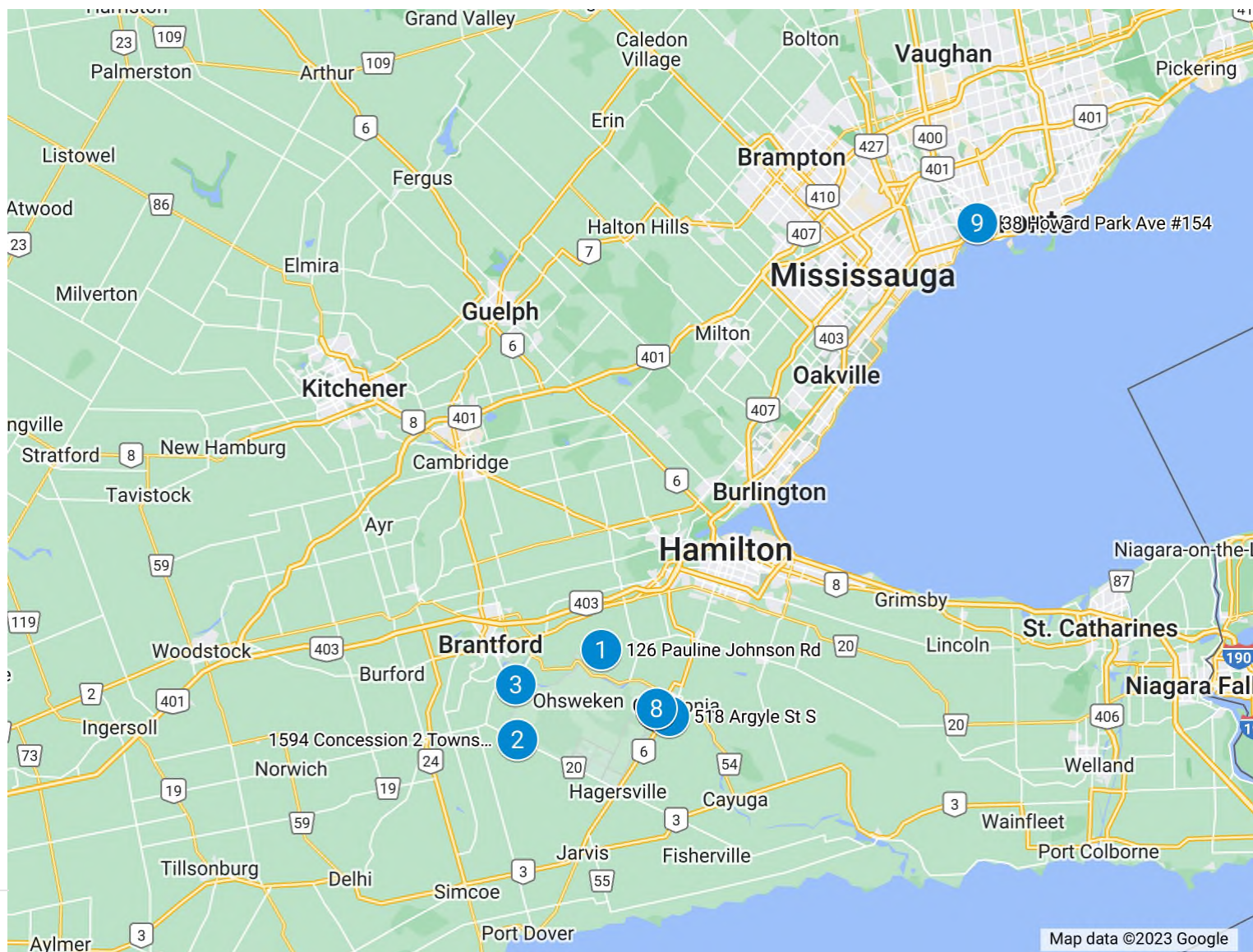
- 1 126 Pauline Johnson Rd
- 2 1594 Concession 2 Townsend
- 3 9 Fawcett Rd
- 4 392 Oneida Rd
- 5 44 6th Line
- 6 51 6th Line
- 7 518 Argyle St S
- 8 386 Oneida Rd
- 9 38 Howard Park Ave #154



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



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



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- Historical
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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.

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

**UNDERTAKINGS AND REFUSALS ON THE CROSS-EXAMINATION OF
RICHARD SAUL ON HIS AFFIDAVITS AFFIRMED FEBRUARY 6, 2023
(EXAMINED ON MARCH 7, 2023)**

UT = undertaking; R = refusal

Examination by Plaintiff's Counsel

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
1.	11	20	R	To provide copies of the 2017 and 2018 KPMG review engagements for Ogwawihsta Dedwahsnye (Ogwawihsta).	See attached: RickSaulHDI-R21-FS-ODI.zip
2.	13-14	28-32	UT	To provide a copy of Mr. Saul's current curriculum vitae.	See answer to 29 (Q. 631) below.
3.	22	74-77	R	To check and clarify who was the third Delegate at the Haudenosaunee Development Institute's (HDI) inception.	Refused/unanswered.
4.	28-29 72	112 323	R	To answer who are the consultants employed by HDI.	Refused/unanswered.
5.	42	180	R	To confirm the 2021 wage rate for environmental and archeological monitors employed by HDI.	Refused/unanswered.
6.	42	181	R	To confirm the 2022 wage rate for environmental and archeological monitors employed by HDI.	Refused/unanswered.
7.	57	245	R	To provide a record of or information related to how common shares in 2438543 Ontario Inc. (243 Ontario) are held or in whose names they are held.	See attached share certificate RickSaulHDI-UA2- ShareCertificate.PDF.
8.	69	307-309	R	To answer whether HDI employees physically attend at a project to stop work until a proponent negotiates with HDI, where a project is undertaken without payment to HDI.	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
9.	74-75	335	R	To provide any information on how HDI audit presentations are made known to the community.	Without admission of relevance, HDI is prepared to produce a copy with personal contact information redacted. See attached: RickSaulHDI-R4-Invitation_Redacted.PDF
10.	85	337-378	R	To answer whether the Haudenosaunee Confederacy Chiefs Council (HCCC) is ultimately responsible for the debts and liabilities of HDI.	Refused/unanswered.

Examination by Men's Fire Counsel

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
11.	111-112	489	R	To answer whether HDI employees working at the 6 th Line office are entitled to a tax exemption.	Refused/unanswered.
12.	112	491-493	R	To provide the total amount of success fees Aaron Detlor received from HDI or 243 Ontario.	See financial statements provided in response to 27 (Q. 629), 28 (Q. 630), and 29 (Q. 631) below.
13.	113	495	R	To answer how much Brian Doolittle is paid at HDI.	Refused/unanswered.
14.	113	496	R	To answer who is the highest paid person at HDI.	Refused/unanswered.
15.	113	497	R	To answer how much the highest paid employee at HDI or 243 Ontario is paid.	Refused/unanswered.
16.	114	500	R	To answer whether revenues generated by HDI actually belong to the people under Haudenosaunee law.	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
17.	118	511	R	To answer how HDI has operated in a manner that protects the Haudenosaunee people.	Refused/unanswered.
18.	123-124	539	R	To answer who lived in the house at 51 6 th Line Road before HDI bought the property.	Refused/unanswered.
19.	125	546	R	To answer who lived in the house at 386 Oneida Road before it was renovated.	Refused/unanswered.
20.	127	557	R	To provide the condo documentation that allows an office to be in the residential condominium complex at 38 Howard Park Avenue, Unit 154.	Refused/unanswered.
21.	128	563	R	To find out the purchase price for the HDI property at 51 6 th Line.	Refused/unanswered.
22.	129	568	R	To find out the purchase price for the HDI property at 44 6 th Line.	Refused/unanswered.
23.	130	574	R	To find out the purchase price for the HDI property at 9 Fawcett Road.	Refused/unanswered.
24.	130	577	R	To find out the purchase price for the farms owned by HDI at 1594 Concession Road and 126 Pauline Johnson Road.	Refused/unanswered.
25.	144	627	R	To undertake to produce the database that tracks each project that generates revenue from HDI, the participants in the project, the companies paying the revenue, and the amounts involved.	Refused/unanswered.
26.	146	628	R	To provide financial information that was not provided or shown in the examination so that it can be provided to Janace Henry.	See answers to 27 (Q. 629), 28 (Q. 630), and 29 (Q. 631) below.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
27.	147	629	R	To produce any HDI financial statements that were not made available in the examination that are in Mr. Saul's power, possession and control.	HDI's audited financial statements go back to 2013. See attached: RickSaulHDI-R19-FS-HDI.zip See also Answer to 4 (Q. 222) from Brian Doolittle.
28.	147-148	630	R	To produce any 243 Ontario financial statements from 2014 to present other than the ones produced on the examination.	See attached: RickSaulHDI-R20-FS-243.zip
29.	148	631	R	To produce any Ogowahista financial statements from 2016 to the present other than the ones produced on the examination.	See attached: RickSaulHDI-R21-FS-ODI.zip
30.	150	637-639	R	To provide information as to why Hazel Hill was asked to leave HDI by the HCCC.	Refused/unanswered.

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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.

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A P P E A R A N C E S:

IRIS ANTONIOS, Esq., for the Plaintiff

MAX SHAPIRO, Esq.,

GREGORY SHEPPARD, Esq.,

&

ROBERT JANES, Esq.,

TANIA MITCHELL, Esq., for the Defendant,

SARAH KANKO, Esq., Attorney General of

HASAN JUNAID, Esq.,

MYRA SIVALOGANATHAN, Esq.,

OWEN YOUNG, Esq.,

KATRINA LONGO, Esq.,

DAVID TORTELL, Esq., for the Defendant,

 His Majesty the King

 In Right of Ontario

TIM GILBERT, Esq., for the Moving Party,

THOMAS DUMIGAN, Esq., Haudenosaunee

COLIN CARRUTHERS, Esq., Development Institute

JEFFREY KAUFMAN, Esq., for the Intervenor,

LIAM GERRY, Esq., The Men's Fire of the

 Grand River Territory

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Also Present: Tayler Hill, Lonny Bomberry

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5773592

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I N D E X

WITNESS: BRIAN DOOLITTLE

PAGES

CROSS-EXAMINATION BY MR. SHAPIRO..... 6 - 108
CROSS-EXAMINATION BY MR. KAUFMAN..... 110 - 149
RE-EXAMINATION BY MR. GILBERT..... 149 - 151

**The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T
and appear on the following pages: [None]

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are
noted by U/A and appear on the following pages:
43:10, 48:3, 54:11, 56:22, 57:7, 141:11, 142:18,
143:3, 143:13

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and
appear on the following pages: 30:8, 30:15, 30:20,
41:25, 105:9, 105:14, 105:19

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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
Exh. 1	Notice of Examination to Brian Doolittle.....	8:3
Exh. 2	Letter from Helen Miller to the Haudenosaunee Development Institute dated February 27, 2023.....	66:13
Exh. 3	Draft Statement of Defence, Counterclaim, and Crossclaim of the Intervenor.....	95:23
Exh. 4	Declaration of Trust.....	115:17
Exh. 5	Document entitled 2438543 Ontario Inc. Real Property - Ownership at February 1, 2023.....	138:13

1 -- Upon commencing at 9:45 a.m.

2

3 BRIAN DOOLITTLE; AFFIRMED.

4 CROSS-EXAMINATION BY MR. SHAPIRO:

5 1 Q. Good morning, Mr. Doolittle. I
6 gather you are located at the offices of your
7 lawyers, Gilbert's today?

8 A. Yes.

9 2 Q. And other than your lawyers, there
10 is no one else in the room with you?

11 A. No.

12 3 Q. The only screen you have up in
13 front of you is the one where you can see me and
14 the other lawyers; correct?

15 A. Yes.

16 4 Q. You don't have your mobile phone
17 on; correct?

18 A. Correct.

19 5 Q. We are here today to talk about
20 two affidavits, correct, the first sworn by
21 you -- or pardon me, affirmed on June 10th?

22 A. Yes.

23 6 Q. And the second dated July 6th?

24 A. Yes.

25 7 Q. You have both of these affidavits

1 with you today?

2 A. Yes.

3 MR. GILBERT: Just one moment,
4 Mr. Dumigan is showing him the second affidavit.
5 We had the first one out.

6 THE WITNESS: Okay.

7 BY MR. SHAPIRO:

8 8 Q. And I see you are looking at some
9 paper. That is your second affidavit?

10 A. Yes, July 6th.

11 9 Q. Okay. Do you have corrections to
12 make to either of your first or second affidavits?

13 A. No.

14 10 Q. Do you have any documents with you
15 other than your affidavits and their exhibits?

16 A. No.

17 11 Q. No notes?

18 A. No notes.

19 12 Q. Your lawyers also shared with you
20 a Notice of Examination; correct?

21 A. Yes.

22 13 Q. Can we pull that up on the screen,
23 please. It is dated February 21st. You have seen
24 this Notice of Examination, sir?

25 A. Yes, I have.

1 MR. SHAPIRO: Let's mark that, please,
2 as Exhibit 1.

3 EXHIBIT NO. 1: Notice of Examination
4 to Brian Doolittle.

5 BY MR. SHAPIRO:

6 14 Q. That can come off the screen.

7 So turning to your background, sir, I
8 gather you are a member of the Turtle Clan of the
9 Mohawk Nation?

10 A. I am.

11 15 Q. You are 73 years old?

12 A. I am.

13 16 Q. You were born, I see, within the
14 territory of the Haudenosaunee Confederacy?

15 A. Yes.

16 17 Q. Where exactly were you born?

17 A. Southern Ontario, Hagersville.

18 18 Q. Okay. You graduated from high
19 school in 1970?

20 A. Yes.

21 19 Q. Do you have any educational
22 training after high school?

23 A. Yes, I do. I have some college.
24 I took accounting courses. I studied governance in
25 Atlanta, policy governance, but I trained that and

1 then I used -- I was a consultant with that, and I
2 did that for, you know -- I still do, and I do
3 organizational development.

4 20 Q. So let's start with the accounting
5 courses. Can you let me know where and when you
6 took those.

7 A. Let me see. So it would be about
8 1980, give or take.

9 21 Q. Where did you take -- was it a
10 course?

11 A. Yes. It was from Mohawk College,
12 and that was delivered on the Reserve. It was
13 night school.

14 22 Q. Did you obtain a certificate or a
15 diploma from that course?

16 A. No.

17 23 Q. Okay. Did you take any other
18 accounting courses --

19 A. No.

20 24 Q. -- or that was the one? Okay.
21 The second area you mentioned was policy governance
22 in Atlanta. Can you describe that course and when
23 you took it.

24 A. I took that in 1990, '91, and part
25 of '93. It is a model of governance. It is

1 apparently the only one that there is.

2 25 Q. Did you obtain a diploma or a
3 certificate from those courses?

4 A. No, I just got a title of
5 Graduate.

6 26 Q. And so other than the accounting
7 and policy governance courses, do you have any
8 other post-secondary education or training?

9 A. No.

10 27 Q. I think we can agree you are not a
11 lawyer; correct?

12 A. No, not yet.

13 28 Q. You have no legal training?

14 A. No.

15 29 Q. You are also not a historian;
16 correct?

17 A. Well, no.

18 30 Q. You have no training in history?

19 A. That's right.

20 31 Q. Do you have a resumé?

21 A. No.

22 32 Q. I gather you worked in
23 construction for about 30 years; is that right?

24 A. Yes.

25 33 Q. Mainly operating your own

1 business?

2 A. Yes.

3 34 Q. I take it you are retired from
4 that business now?

5 A. Yes.

6 35 Q. Busy with your three kids and six
7 grandkids?

8 A. That's right.

9 36 Q. Okay. So I would like to agree on
10 a couple of terms that are going to come up today.
11 The first is the HC, which you'll understand when I
12 refer to that means the Haudenosaunee Confederacy,
13 okay?

14 A. Okay.

15 37 Q. And this is a political and
16 cultural union of multiple Haudenosaunee Nations;
17 correct?

18 A. Correct.

19 38 Q. It was formed before European
20 contact in North America?

21 A. Yes.

22 39 Q. And extends across parts of modern
23 day Canada and the United States?

24 A. Yes.

25 40 Q. There are multiple Haudenosaunee

1 Territories within the Haudenosaunee Confederacy;
2 correct?

3 A. Correct.

4 41 Q. There are Bands associated with
5 those Territories in modern day Canada; correct?

6 A. I'm sorry, I didn't hear.

7 42 Q. I am happy to repeat. I said
8 there are Bands associated --

9 A. Bands?

10 43 Q. Bands, yes, associated --

11 A. Bands.

12 44 Q. -- with those Territories?

13 A. No.

14 45 Q. There are Tribes associated with
15 those Territories in the modern day United States;
16 correct?

17 A. No.

18 46 Q. You'll agree with me --

19 A. They are not a Tribe or a Band.
20 They are a Nation.

21 47 Q. You'll agree with me that there
22 are groups that call themselves "Bands"; correct?

23 A. I suppose.

24 48 Q. And those Bands have their own
25 Governments?

1 A. No.

2 49 Q. Those Tribes also have their own
3 Governments?

4 A. They do.

5 50 Q. Okay. Another term that will come
6 up today is the HCCC.

7 A. Yes.

8 51 Q. Which you'll understand that I
9 mean the Haudenosaunee Confederacy Chiefs Council;
10 correct?

11 A. Correct.

12 52 Q. And I understand that is the
13 traditional governing body of the Haudenosaunee
14 Confederacy?

15 A. Correct.

16 53 Q. The HCCC is centuries old;
17 correct?

18 A. Yes.

19 54 Q. Another term that will come up
20 today is HDI, which you'll understand that I mean
21 refers to the Haudenosaunee Development Institute;
22 correct?

23 A. Correct.

24 55 Q. The HDI was created fairly
25 recently, right?

1 A. Right.

2 56 Q. About 16 years ago in 2007?

3 You'll have to say yes, sir, rather than nodding.

4 A. Yes.

5 57 Q. You'll agree with me, sir, that
6 the HDI is not a traditional governing body of the
7 Haudenosaunee Confederacy; correct?

8 A. Yes, it is. I don't agree with
9 you.

10 58 Q. It didn't exist before 2007;
11 correct?

12 A. Not in the form that it is now.

13 59 Q. So the answer to that question is
14 no; correct?

15 MR. GILBERT: Hold on, which question?

16 BY MR. SHAPIRO:

17 60 Q. The question about HDI having been
18 created in 2007.

19 A. That's correct.

20 61 Q. Let's focus on the HCCC, which I
21 gather from your affidavit at paragraph 6 that you
22 first became involved with in about 1990; correct?

23 A. Correct.

24 62 Q. The HCCC is a hereditary body,
25 right?

1 A. Right.

2 63 Q. It is comprised of Chiefs?

3 A. Yes.

4 64 Q. Those Chiefs are selected by Clan
5 Mothers?

6 A. Yes.

7 65 Q. The Chiefs are not elected?

8 A. Correct.

9 66 Q. You personally are not a Chief of
10 the HCCC?

11 A. No.

12 67 Q. Your colleague Aaron Detlor is
13 also not a Chief of the HCCC?

14 A. No.

15 68 Q. And because the HCCC is
16 hereditary, you could never be a Chief of that
17 body; correct?

18 A. That is not true.

19 69 Q. You are not a Chief today, right?

20 A. That's right, yes.

21 70 Q. I would like to pull up, please,
22 the currently posted list of current Clan Mothers
23 and Chiefs from the HCCC website, and there is a
24 copy in the Plaintiff's responding record at page
25 341.

1 A. I am aware of it.

2 71 Q. You have seen this before?

3 A. Probably developed it.

4 72 Q. So you have definitely seen this
5 before?

6 A. Yes.

7 73 Q. And so if Mr. Sheppard scrolls
8 down -- oh, back up. I see that there are
9 essentially six tabs representing different
10 Nations, starting with the Seneca; do you see that,
11 sir?

12 MR. GILBERT: Hold on, just a second.
13 We have got the hard copy here. Mr. Dumigan found
14 it. It is a little faint on the screen.

15 THE WITNESS: The Seneca, yes.

16 BY MR. SHAPIRO:

17 74 Q. If I add up all of the listed
18 Chiefs on each of the six tabs -- I am just trying
19 to get a confirmation on the number of HCCC Chiefs.

20 A. Yes.

21 75 Q. By my count, there are about 52 in
22 total; do I have that right?

23 A. No.

24 76 Q. How many are there?

25 A. There are 50 Chiefs.

1 77 Q. And of those 50 Chiefs, according
2 to this information, about 38 of those roles are
3 currently filled; correct?

4 A. I don't know. I know when you are
5 talking about 38, that was a time in space. What
6 it is exactly today, I am not up to date on it.

7 78 Q. Some Chief roles are filled today;
8 correct?

9 A. Oh, yeah.

10 79 Q. Some are vacant; correct?

11 A. Yes.

12 80 Q. How many are filled versus how
13 many are vacant?

14 A. Well, we go at 38, then I guess
15 12.

16 81 Q. Okay.

17 A. There is a misconception here.
18 You have got 50 Chiefs, but you only have 49 Clans,
19 okay, so the one Chief has no Clan Mother or Clan.

20 82 Q. We are focussed on the number of
21 Chiefs.

22 A. Yes.

23 83 Q. So if there are 50 in total, it
24 sounds like there are about three quarters of the
25 spots that are filled and about a quarter that are

1 not filled; does that sound about right?

2 A. Yes.

3 84 Q. None of the current HCCC Chiefs
4 are here today; correct?

5 A. Correct.

6 85 Q. No current HCCC Chief has provided
7 an affidavit on this motion; correct?

8 A. Correct.

9 86 Q. I have the same question about the
10 Clan Mothers. I understand there are 49 Clan
11 Mothers in total; is that right?

12 A. That's right.

13 87 Q. Some of the Clan Mother roles
14 today are filled; correct?

15 A. Correct.

16 88 Q. While others are vacant?

17 A. Correct.

18 89 Q. By my count, about three quarters
19 of the Clan Mother roles are filled versus about a
20 quarter that are vacant. Does that sound about
21 right to you?

22 A. Sounds about right. It
23 fluctuated, the numbers. The numbers fluctuate.

24 90 Q. I understand. That is why we are
25 using rough estimates.

1 A. Yeah.

2 91 Q. Okay. None of the Clan
3 Mothers -- pardon me, the current Clan Mothers are
4 here today; correct?

5 A. Correct.

6 92 Q. No Clan Mother has provided an
7 affidavit on this motion; correct?

8 A. Correct.

9 93 Q. I would like your help -- if you
10 look at the bottom of the first tab on the screen,
11 this is for the Seneca, there is a couple of
12 references I am hoping you can help me with as
13 someone who developed this website. The first you
14 see at the bottom left, the word "Domain"; do you
15 see that, sir?

16 A. Yes.

17 94 Q. That means area represented;
18 correct?

19 A. It is a yes.

20 95 Q. And then it states on this page:
21 "All Seneca Citizens on Grand
22 River Enrollment".
23 Do you see that, sir?

24 A. Yes, sir. Yes.

25 96 Q. When it says "Grand River

1 Enrollment" on this and the other tabs, that means
2 the Six Nations of the Grand River community;
3 correct?

4 A. Correct.

5 97 Q. Okay. You can pull that down, Mr.
6 Sheppard.

7 I would like to pull up paragraph 11 of
8 your first affidavit, sir.

9 MR. GILBERT: The first, that is this
10 one here. It is page 24 of the record?

11 MR. SHAPIRO: Correct.

12 MR. GILBERT: Okay.

13 BY MR. SHAPIRO:

14 98 Q. Paragraph 11 of your affidavit,
15 sir, states that, quote:

16 "The HCCC is empowered by the
17 Haudenosaunee to advance the
18 collective treaty rights and
19 interests of the Haudenosaunee."

20 A. Yes.

21 99 Q. I am going out on a limb here, but
22 I am going to guess your lawyer wrote that
23 sentence; correct?

24 A. Pardon?

25 100 Q. Your lawyer wrote that sentence;

1 correct?

2 A. No.

3 101 Q. You wrote that sentence?

4 A. Well, maybe I said it, somebody
5 copied it.

6 102 Q. When it refers to the "collective
7 Treaty rights" in this sentence, what Treaties are
8 you referring to?

9 A. Well, the beginning ones, the Two
10 Row Wampum, the Covenant Chain Wampum, the Nanfan
11 1701 Treaty, the Treaty of Fort Stanwix, the Treaty
12 of -- there is a number more. And I lost -- I'll
13 say those.

14 103 Q. You'll agree with me that the HCCC
15 is not the only voice on Haudenosaunee rights and
16 interests; correct?

17 A. No, it is not correct.

18 104 Q. There are Band Councils that have
19 been speaking out on issues that they say affect
20 their Bands; you know that, right?

21 A. Well, that is the Bands. That is
22 not the HCCC.

23 105 Q. And I am not saying that it is. I
24 am saying you are aware that there are Band
25 Councils that speak out on issues that they say

1 affect their Bands?

2 A. Oh, yeah, yes.

3 106 Q. There are also Band Councils that
4 demand the Crown consults with them about the
5 rights of their Bands, right?

6 A. I don't know. I don't believe so.

7 107 Q. You know --

8 A. They are the Crown.

9 108 Q. You know that there are Bands that
10 have spoken out about interests of their
11 communities like clean drinking water, right?

12 A. Right.

13 109 Q. And you know that there are
14 Elected Chiefs and Councils that have brought Court
15 cases before, right?

16 A. I don't know that.

17 110 Q. Let's pull up paragraph 25 of your
18 colleague Mr. Martin's affidavit, and you may not
19 have that in front of you, so it may be easiest to
20 screenshare that.

21 MR. DUMIGAN: It is in that, Brian. I
22 believe it is tab -- I do have it, hang on. Here.
23 It is tab 1 or 2 in that.

24 MR. GILBERT: What paragraph do you
25 want?

1 BY MR. SHAPIRO:

2 111 Q. 25, and the chart below it.

3 Sir, we are looking at a chart that
4 is --

5 MR. GILBERT: Yeah, can you just hold
6 one second. He'll read it.

7 BY MR. SHAPIRO:

8 112 Q. Sure.

9 A. [Witness reviews document.]

10 Okay. I understand this.

11 113 Q. This is a chart listing 18
12 Haudenosaunee Territories in the first column;
13 correct?

14 A. Yes. It says 13,182. That is the
15 population.

16 114 Q. I am look at the column on the
17 left "Territory on Map", there are 18 Territories
18 in that first column, and then in that third
19 column, there are Bands/Tribes associated with
20 those Territories. I am reading that right?

21 MR. GILBERT: Just hold on a second.
22 He is just checking.

23 THE WITNESS: 18? Yeah.

24 MR. GILBERT: I just said it is on the
25 left. That is what you want to look and focus on.

1 THE WITNESS: Well, they are not all
2 Reserves. They are not all -- Ganienkeh is not a
3 Reserve. It is not a Territory. There are Mohawks
4 there.

5 BY MR. SHAPIRO:

6 115 Q. You weren't asked a question about
7 a Reserve, were you, sir?

8 A. I believe so.

9 MR. GILBERT: Just go back to your
10 question, just to be helpful to the witness. What
11 was your question?

12 BY MR. SHAPIRO:

13 116 Q. The question is that this is the
14 chart listing 18 Haudenosaunee Territories with
15 associated Bands/Tribes; correct?

16 A. Correct.

17 117 Q. Let's use the first row as an
18 example of a Canadian Band, the Mohawks of
19 Akwesasne. You would agree with me, sir, that this
20 Band represents its own interests?

21 A. Yes.

22 118 Q. The HCCC does not speak for the
23 Mohawks of Akwesasne Band?

24 A. That's right.

25 119 Q. And the same can be said for the

1 other Canadian Bands listed in this chart; correct?

2 A. Correct.

3 120 Q. If you scroll down to the next
4 page, I would like to look at a U.S. tribe at
5 number 8. You will see reference to the Saint
6 Regis Mohawk Tribe; do you see that, sir?

7 A. Yes.

8 121 Q. You would agree with me that this
9 Tribe represents its own interests?

10 A. Yes.

11 122 Q. And that the HCCC does not speak
12 for it?

13 A. No, it doesn't.

14 123 Q. The same can also be said for the
15 other U.S. Tribes listed in this chart; correct?

16 A. Yes.

17 124 Q. And back to a question I asked a
18 moment ago. We touched upon the issue of Bands
19 bringing litigation in their own name. You said
20 you weren't aware of any, but you are aware of the
21 current case in which you are being examined today,
22 correct, where a Band has advanced a piece of
23 litigation against the Crowns?

24 A. Yes.

25 125 Q. Okay. You can remove that from

1 the screen, Mr. Sheppard.

2 Let's switch gears and talk about HDI.
3 We covered earlier that it was formed in 2007. I
4 understand it was formed by the HCCC; correct?

5 A. That's correct.

6 126 Q. You began personally working for
7 HDI in 2007, right?

8 A. Correct.

9 127 Q. In paragraph 12 of your affidavit,
10 you describe HDI as a, quote, "department" of the
11 HCCC; correct?

12 A. Yes, right.

13 128 Q. HDI is not a corporation, right?

14 A. That's right.

15 129 Q. And if you look at paragraph 7 of
16 your affidavit, your first affidavit, pardon me.

17 MR. GILBERT: Hold on. We have to get
18 back here.

19 MR. SHAPIRO: No problem.

20 MR. GILBERT: Okay.

21 BY MR. SHAPIRO:

22 130 Q. You will see, sir, at paragraph 7
23 it states:

24 "My role with the HDI is as a
25 'Delegate' appointed by the HCCC."

1 Are you with me?

2 A. Yes.

3 131 Q. When you say "appointed" there,
4 you mean appointed by the HCCC Chiefs; correct?

5 A. Correct.

6 132 Q. You were not elected to that
7 position?

8 A. That's correct.

9 133 Q. You hold the role of Delegate
10 today, right?

11 A. Right.

12 134 Q. And you have been a Delegate
13 continuously since 2007?

14 A. Correct.

15 135 Q. About 16 years in a row?

16 A. Yes.

17 136 Q. There is only one other Delegate
18 today who I understand is Aaron Detlor; correct?

19 A. Correct.

20 137 Q. He has also been a Delegate since
21 the start, right?

22 A. Correct.

23 138 Q. Up to today; correct?

24 A. Correct.

25 139 Q. There was a third Delegate named

1 Ron Thomas in the early years; correct?

2 A. Correct.

3 140 Q. He is no longer in the picture?

4 A. No.

5 141 Q. When did he exit the picture?

6 A. When he died, maybe three years
7 ago.

8 142 Q. Sorry, I didn't catch you there.
9 You said maybe three years ago?

10 A. Yes.

11 143 Q. Was Mr. Thomas a Delegate between
12 2007 and his death?

13 A. Yes.

14 144 Q. Okay. You haven't provided a
15 document setting out your appointment as HCCC's
16 Delegate; correct?

17 A. I don't understand what you mean
18 by that.

19 145 Q. You haven't provided a document,
20 if it exists, setting out your being appointed as a
21 Delegate; correct?

22 A. No, that is not correct.

23 146 Q. Can you point me to the document
24 that appointed you as a Delegate?

25 A. I can't.

1 147 Q. Does such a document exist?

2 A. It is in here somewhere.

3 148 Q. My and my team have looked
4 closely, sir, and we haven't seen it. Can you or
5 Counsel assist in pointing us to what you mean?

6 A. No.

7 149 Q. Your appointment as HCCC's
8 Delegate has no fixed term limit; correct?

9 A. Correct.

10 150 Q. It is an indefinite term?

11 A. Correct.

12 151 Q. That is the same for Mr. Detlor;
13 correct?

14 A. Correct.

15 152 Q. You haven't provided a document
16 setting out your responsibilities as a Delegate of
17 the HCCC, have you?

18 A. Yes, we have.

19 153 Q. Where is that?

20 A. It is called a Terms of Reference.

21 154 Q. Is there any other document
22 setting out your role or responsibility with the
23 HCCC other than that document?

24 A. No.

25 155 Q. That is the only document?

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

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,

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. Dettlor 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?

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.

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?

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

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.

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.

1 THE WITNESS: Okay.

2 MR. GILBERT: Just take a moment. He
3 read it -- he was looking for where you are reading
4 from, because it starts "In respect of this
5 litigation [...]" but you are reading four lines
6 down.

7 THE WITNESS: [Witness reviews
8 document.]

9 Yes.

10 BY MR. SHAPIRO:

11 202 Q. That is an accurate statement;
12 correct?

13 A. Correct.

14 203 Q. Do you similarly take instruction
15 from the HCCC, or is that only Mr. Detlor?

16 A. I also --

17 204 Q. Take instruction?

18 A. Yes.

19 205 Q. You both are able to take
20 instructions from the Council; correct?

21 A. Yes.

22 206 Q. And when the Council is providing
23 you with instructions, you are hearing from either
24 the Chiefs or Clan Mothers that you mentioned a few
25 moments ago; correct?

1 A. No, it is not correct.

2 207 Q. Who do you take instructions from?

3 A. The Council.

4 208 Q. By that, do you mean a specific
5 person on the Council or the Council as a whole?

6 A. The Council as a whole.

7 209 Q. And let's just be a bit more
8 precise. You mean the 12 Chiefs that you mentioned
9 a few moment ago; correct?

10 A. Well, yes.

11 210 Q. And when those 12 Chiefs are
12 giving you instructions, do they reduce that to
13 writing on behalf of the Council, or is there a
14 particular Chief with whom you communicate for
15 instructions?

16 A. There is no specific Chief.

17 211 Q. So the Council of about 12
18 provides you or Mr. Detlor with instructions;
19 correct?

20 A. Correct.

21 212 Q. Including regarding this
22 litigation; correct?

23 A. Correct.

24 213 Q. We can take that down, Mr.
25 Sheppard.

1 Mr. Saul gave evidence yesterday, sir,
2 about HDI's financial history going back to 2013.
3 There is information in the record such as
4 financial statements that pre-dates 2013. That was
5 during the period when you were involved; correct?

6 A. Yes.

7 214 Q. I am hoping you can help identify
8 it for me. I would like to pull up Exhibit L to
9 the affidavit of Councillor Miller.

10 MR. GILBERT: Can you hold on a minute.

11 MR. SHAPIRO: No problem. We looked at
12 these yesterday, Mr. Gilbert.

13 MR. GILBERT: Yes, we have got a lot of
14 volumes. Mr. Dumigan can only go so fast, but more
15 helpful than -- okay, go ahead.

16 BY MR. SHAPIRO:

17 215 Q. If I can summarize, sir, what
18 Councillor Miller did here was download the
19 financial documents about the HDI posted to the
20 HCCC website, and she attached them to her
21 affidavit, so that should give you the context.

22 If you look at the first page, just to
23 give you an example, you see a financial statement
24 for the August 2007 to 2009 period; do you see
25 that?

1 A. Yes.

2 216 Q. You have no reason to dispute the
3 accuracy of any of the HDI financial records that
4 were posted to the HCCC website; correct?

5 MR. GILBERT: Well, hold on, that is a
6 lot of information that you are asking him sitting
7 here to comment on things posted on a website. He
8 has to take time to look at it and use his best
9 recollection.

10 So do you want him to go through
11 Exhibit L?

12 MR. SHAPIRO: I would like him to
13 answer --

14 MR. GILBERT: Well, he can take a break
15 and read it, but I am not going to have him jammed
16 to just say look at one document of a series of a
17 ton and say you have no reason to dispute anything
18 in a bulk of documents. That is not fair to the
19 witness.

20 BY MR. SHAPIRO:

21 217 Q. To the extent that the HDI was
22 posting documents on the HCCC website, sir, as a
23 general principle, you don't have any reason to
24 disagree with those documents, do you?

25 R/F MR. GILBERT: That is too broad a

1 question. I don't think that is fair. Anybody can
2 be posting anything.

3 BY MR. SHAPIRO:

4 218 Q. Do you adopt your Counsel's answer
5 that the HCCC can be posting anything?

6 A. Pardon?

7 219 Q. Do you adopt your --

8 A. I don't understand.

9 220 Q. I don't understand it either,
10 so --

11 A. I mean your question.

12 221 Q. -- I am asking you to adopt his
13 answer.

14 There are financial records from 2007
15 to 2013 posted on the HCCC website; correct?

16 A. I don't know if it is correct or
17 not.

18 MR. GILBERT: Well, let's start with
19 that, and he can take the time to read Exhibit L,
20 but it is not fair to the witness. So I am
21 instructing him to take the time to read as opposed
22 to being jammed or you summarizing what I am
23 saying. It is fairness to the witness is the
24 principle here.

25 BY MR. SHAPIRO:

1 222 Q. This should not be contentious,
2 and so if the witness wants to take this away and
3 let us know in writing if he disagrees with
4 anything that was posted on the website, I am happy
5 to do it that way, but we have limited time today.

6 The question is simple. You have no
7 reason sitting here today, sir, to disagree with
8 anything that was posted to the HCCC website;
9 correct?

10 U/A MR. GILBERT: Well, I will take that
11 under advisement, and you can move on.

12 BY MR. SHAPIRO:

13 223 Q. I would like to pull up page 1211,
14 please, of the record. I have a specific question.

15 This is from the April 2011 to March
16 2012 financial statement of the HDI as posted on
17 the HCCC website. Do you see that, sir?

18 A. Yes.

19 224 Q. There is a notation in the top
20 left corner associated with June 14th, 2011, that
21 states:

22 "Transfer/HCCC.

23 Re: Legal Btfd."

24 Do you see that?

25 MR. GILBERT: I don't think he has it.

1 THE WITNESS: No.

2 BY MR. SHAPIRO:

3 225 Q. The top left of this page, next to
4 the date June 14th --

5 A. Okay.

6 226 Q. Do you see that, sir?

7 A. Yes.

8 227 Q. This is an entry on the financial
9 statements relating to the HCCC participating in
10 litigation in Brantford; correct?

11 A. I don't know.

12 228 Q. Who would know?

13 A. I guess we would have to find out
14 who produced the statement.

15 229 Q. It is produced by the HDI on the
16 top left, based on what I can tell.

17 MR. GILBERT: Well, that is your
18 summary.

19 THE WITNESS: I don't --

20 MR. GILBERT: As I said, it is a bulk
21 of documents that were posted, it looks to me, 12
22 years ago.

23 BY MR. SHAPIRO:

24 230 Q. That's right, and since Mr. Saul
25 couldn't give evidence about this period, I am

1 asking the next person who was around during that
2 period. If you don't know the answer to that
3 question, sir, who can we ask?

4 A. Trying to think back to who
5 was -- I think that might -- we didn't handle our
6 finances at first. It was handled by Grand River
7 Employment and Training, so it may have been their
8 bookkeeper, Brandy Hill.

9 231 Q. You are not sure about that today,
10 though, sitting here, are you?

11 A. No.

12 232 Q. Okay. You were aware, though,
13 that HDI was involved in legal proceedings in
14 Brantford in 2008; correct?

15 A. Yes.

16 233 Q. I would like to switch gears to
17 this motion and to pull up Mr. Detlor's first
18 affidavit at paragraph 23, please.

19 MR. GILBERT: That is the one of August
20 31 or which one? We have it by date.

21 MR. SHAPIRO: I think that is right.
22 It is on the screen.

23 MR. GILBERT: If you could just go to
24 the beginning so I make sure I have the right
25 document here.

1 Yes, okay, go ahead.

2 BY MR. SHAPIRO:

3 234 Q. I understand from what Mr. Detlor
4 is saying here that HDI says it was delegated
5 authority by the HCCC to bring this motion; is that
6 right?

7 MR. GILBERT: You are referring to
8 paragraph 23?

9 BY MR. SHAPIRO:

10 235 Q. Correct.

11 A. Yes.

12 236 Q. I take that to mean to that the
13 HCCC is not bringing the motion on its own behalf;
14 correct?

15 A. Correct.

16 237 Q. It is not doing the motion
17 directly; correct?

18 A. Correct.

19 238 Q. Let's pull up now paragraph 24 of
20 your first affidavit, please.

21 A. That's correct.

22 239 Q. And it states that there was a
23 meeting of the HCCC on April 2, 2022, and:

24 "At this meeting" you say, "the
25 HCCC resolved to authorize HDI to

1 intervene in this litigation [...]".

2 Correct?

3 A. Correct.

4 240 Q. You'll agree with me that your
5 materials do not include a resolution from the HCCC
6 to this effect; correct?

7 A. It does. No, it does. There is a
8 letter from the Secretary of the Council.

9 241 Q. We'll get to the letter. You'll
10 agree with me that the letter is different from a
11 resolution; correct?

12 A. The letter is the resolution.

13 242 Q. If I read your affidavit, it
14 doesn't say that, does it, sir?

15 A. So can you repeat the question?

16 243 Q. Other than the letter from
17 Secretary Hill, which we will discuss in a moment,
18 there isn't a separate resolution of the HCCC
19 authorizing HDI to participate in this litigation;
20 correct?

21 A. No, there is. That is not
22 correct.

23 244 Q. Well, if there was, you would have
24 provided a copy of it, would you not have?

25 A. Yes, yes.

1 245 Q. Since you haven't provided us a
2 copy, will you do so now?

3 U/A MR. GILBERT: We'll take it under
4 advisement.

5 MR. SHAPIRO: And just so we are clear
6 on under advisements, Counsel, on crosses I treat
7 those as refusals.

8 MR. GILBERT: Well, you can treat it
9 how you want. If we answer the question, it won't
10 be a refusal.

11 BY MR. SHAPIRO:

12 246 Q. Sir, about the April 2 meeting, no
13 details of notice of that meeting have been
14 provided; correct?

15 A. What does that mean?

16 247 Q. No details of notice of that
17 meeting have been provided in the materials before
18 us; correct?

19 A. I don't know what kind of -- what
20 a notice is.

21 248 Q. You learned that the meeting was
22 going to take place somehow; correct?

23 A. Yes, yes.

24 249 Q. Perhaps by email?

25 A. No, it is a standing date.

1 250 Q. And when you say "standing date",
2 do you mean a standing calendar appointment for
3 certain people?

4 A. No, the Council sits the first
5 Saturday of every month.

6 251 Q. No details of the Council's
7 meeting of April 2, 2022, have been provided in the
8 materials; correct?

9 A. Correct.

10 252 Q. No agenda from that meeting has
11 been provided; correct?

12 A. Correct.

13 253 Q. No minutes or records of that
14 meeting have been provided; correct?

15 A. Correct.

16 254 Q. No notice of that meeting was
17 given to any Haudenosaunee Confederacy citizens
18 other than the Chiefs; correct?

19 A. No, I said there is no notice that
20 happens to anybody. It is a standing meeting date,
21 and everybody knows that that's what it is. And if
22 you want to know what is going on there, you have
23 to be there.

24 255 Q. No record of any discussions with
25 the Clan Mothers about this meeting have been

1 provided; correct?

2 A. There is no such thing.

3 256 Q. No such thing for discussions with
4 the Clans either; correct?

5 A. Well, I don't know about that.

6 257 Q. No record of any discussions with
7 the Clans regarding this meeting have been
8 provided, though; correct?

9 A. There is no such -- there is no
10 such animal. You don't get these kinds of -- you
11 are talking about a corporate kind of an agenda
12 that they don't operate under that. There is no
13 records of you had a meeting with them and this is
14 who said this. We are still an oral tradition.

15 258 Q. Let's pull up your second
16 affidavit, please, at paragraph 5.

17 MR. GILBERT: Hold on, that is not it.
18 That is a notice.

19 MR. SHAPIRO: I didn't catch that,
20 Counsel.

21 MR. GILBERT: I said, Hold on, that is
22 not it. That is a notice.

23 MR. SHAPIRO: I heard you loud and
24 clear that time.

25 MR. GILBERT: What paragraph do you

1 want?

2 MR. SHAPIRO: 5.

3 MR. GILBERT: 5 of the second
4 affidavit; is that right?

5 MR. SHAPIRO: Correct.

6 MR. GILBERT: Okay.

7 BY MR. SHAPIRO:

8 259 Q. And I will just read it out. It
9 says:

10 "Attached as Exhibit 'A' is a
11 letter from Hohahas, Leroy Hill,
12 Secretary of the HCCC, dated July 4,
13 2022, and confirming the appointment
14 of HDI on April 2, 2022 at a duly
15 convened meeting of the HCCC."

16 Do you see that, sir?

17 A. Yes.

18 260 Q. And then it goes on to say:

19 "As set out in Mr. Hill's
20 letter, the decision of the HCCC was
21 as follows:"

22 And I am going to quote it out:

23 "Decision - All sides agreed
24 for HDI to intervene and for Aaron
25 [...] to coordinate our fight. And

1 for the chiefs committee to work
2 closely with Aaron [...] and legal
3 team. Also, for information to be
4 shared with Chiefs and Clanmothers
5 on the email chain, to keep everyone
6 updated. Firekeepers added Cleve T.
7 and Yogi W. to the Chiefs
8 Negotiations Committee."

9 Correct?

10 A. Correct.

11 261 Q. And if you pull up Exhibit A of
12 that affidavit, this is the letter you were
13 referring to a few moments ago from HCCC Council
14 Secretary Leroy Hill; correct?

15 A. Correct.

16 262 Q. And looking at the letter, which
17 is now also on the page, I am going to read out the
18 "Decision", the paragraph:

19 "Council agreed for H.D.I. to
20 intervene and for Aaron Detlor to
21 coordinate our fight. Also, for the
22 Chiefs Committee to work closely
23 with Aaron and the legal team.
24 Also, for information to be shared
25 with Chiefs and Clanmothers on the

1 email chain, to keep everyone
2 updated."

3 Are you still with me, sir?

4 A. Yes.

5 263 Q. This mentions "Chiefs and
6 Clanmothers on the email chain"; correct?

7 A. Yes.

8 264 Q. That email chain hasn't been
9 provided with your affidavit; correct?

10 A. Correct.

11 265 Q. Nor have any of the other HDI
12 witnesses provided it; correct?

13 A. I don't know.

14 266 Q. You'll take my word for it that
15 there are no email chains involving the individuals
16 listed?

17 A. Okay.

18 MR. GILBERT: I don't think we produced
19 any.

20 BY MR. SHAPIRO:

21 267 Q. When you compare the wording of
22 the decision in the letter that we are looking
23 at --

24 A. Yes.

25 268 Q. -- and the wording from your

1 affidavit, I noticed a difference, and if you flip
2 back to your affidavit, you will see there is an
3 added line at the end of paragraph 5 in the
4 indented text where it says:

5 "Firekeepers added Cleve T.
6 and Yogi W. to the Chiefs
7 Negotiation Committee."

8 Do you see that?

9 A. Yes.

10 269 Q. Where does that text come from?

11 U/A MR. GILBERT: That is the under
12 advisement. There is a privileged document and
13 that is the issue as to whether we are going to
14 produce that, and that is how there is a
15 difference.

16 So --

17 MR. SHAPIRO: You haven't raised a
18 privilege issue before, Counsel. What do you mean?

19 MR. GILBERT: What do mean I haven't
20 raised -- I am raising it now. What do you mean
21 raised a privilege issue? You asked a question,
22 and there is a document which has privileged
23 information in it, and that is why there is a
24 difference.

25 So it is under advisement because I

1 have got to sort out that question, are we going to
2 produce it, how are we going to produce it, and,
3 you know, it is privileged. We waive the privilege
4 by giving it to you. Those are fundamental
5 questions which, Counsel, we have got to sort out
6 on our own, or I can take a break now and sort it
7 out, but I think you would rather use your time,
8 and I will try to sort out that issue.

9 MR. SHAPIRO: What document do you
10 mean, Counsel?

11 MR. GILBERT: I mean the notion of a
12 separate document recording the decision of the
13 Council.

14 MR. SHAPIRO: The witness's evidence, I
15 thought, was that there was no separate document,
16 so are you saying that there is?

17 MR. GILBERT: There is a separate
18 document that I am aware of, and I have to get to
19 the bottom of that with our team. There was notice
20 there is a difference, and it is a document which
21 has privileged information on it, so --

22 MR. SHAPIRO: Without getting into any
23 privileged information, what is the nature of that
24 document?

25 MR. GILBERT: It just records the

1 decision of the Council. Mr. Dumigan can address
2 it. He is knee-deep in it.

3 MR. SHAPIRO: I am not examining
4 Mr. Dumigan here today. I am trying to inquire --

5 MR. GILBERT: Well, you just asked me a
6 question, What was the nature of the document?
7 That was the question posed to me. I am trying to
8 be helpful. Or you can stop, and I can talk to
9 Mr. Dumigan offline instead of spending time on
10 your transcript.

11 BY MR. SHAPIRO:

12 270 Q. We are going to carry on, and I
13 will await word from you about the under
14 advisement. But to be clear, the question is where
15 does that text come from and, to the extent there
16 is a separate document with that text which is in
17 the witness's affidavit, the request is to produce
18 a copy of it.

19 MR. GILBERT: Yes, understood.

20 Mr. Dumigan, do you want to clarify if I have
21 misstated anything?

22 U/A MR. DUMIGAN: No. Mr. Shapiro, the
23 separate document is a letter. I believe it is
24 dated June 16th. It has privileged information in
25 it, and we'll take it under advisement as to

1 whether we produce it and in what form, with
2 redactions or whatever is necessary.

3 MR. SHAPIRO: To be clear, I am
4 requesting the complete unredacted document.

5 MR. DUMIGAN: That is fine.

6 MR. GILBERT: By "that is fine" --

7 U/A MR. DUMIGAN: That is not an
8 undertaking, sorry. That is an under advisement,
9 yes.

10 BY MR. SHAPIRO:

11 271 Q. We can pull that off the screen,
12 Mr. Sheppard.

13 So stepping back, sir, HCCC has
14 delegated authority to HDI to bring the Court
15 motion. It is not bringing the motion itself;
16 correct?

17 A. I don't know if that is correct.

18 272 Q. The moving party here is HDI;
19 correct?

20 A. Okay.

21 273 Q. The HCCC, you said earlier, was
22 not bringing the motion directly, but has delegated
23 that authority to HDI; do I have that have right?

24 A. That's correct.

25 274 Q. And the reason the HCCC has set

1 things up this way is because it does not
2 acknowledge that Canadian Courts have jurisdiction
3 over it; correct?

4 A. Yes.

5 275 Q. And there are a number of
6 documents in the record that confirm that, and I
7 wanted to go through a few of those with you.

8 The first is from Exhibit K in the
9 Plaintiff's record, if we could pull that up,
10 please.

11 MR. GILBERT: The Plaintiff's record,
12 Exhibit K to what?

13 BY MR. SHAPIRO:

14 276 Q. It is Exhibit K to the affidavit
15 of Chief Mark Hill, and it is the attached --
16 pardon me, the screenshared report on the screen
17 right now, page 245 of the record. Let me know
18 when you are with me.

19 MR. GILBERT: We have the document.

20 BY MR. SHAPIRO:

21 277 Q. You recognize this document, sir?
22 And for the group's benefit, it is stated to be
23 "HDI Report to Council - REVISED" and bears a March
24 24, 2018 date.

25 A. Okay.

1 278 Q. I would like to take you to the
2 last sentence on the first page, it is the bottom
3 of 245, and I am just going to read it out:

4 "The HCCC and its citizens will
5 not participate formally in any
6 legal proceedings any municipality
7 attempts to initiate to dispossess
8 the Haudenosaunee of its land but
9 that participation will only take
10 the form of providing information as
11 a friend of the court as Canadian
12 courts do not have jurisdiction over
13 the HCCC and/or its citizens."

14 That was an accurate statement when it
15 was written; correct, sir?

16 A. Yes.

17 279 Q. It is still accurate today;
18 correct?

19 A. Yes.

20 280 Q. Let's go to page 253 of that same
21 record, please. This is a letter from your current
22 lawyers, Gilbert's, to the other parties in this
23 action, and it is dated August 9th, 2022.

24 You have seen this letter before;
25 correct, sir?

1 MR. GILBERT: Hold on. Hold on. Hold
2 on. You are up to 253. I am just going to back to
3 the cover at 251.

4 Okay.

5 BY MR. SHAPIRO:

6 281 Q. The question was, you have seen
7 this letter of your lawyers before; correct, sir?

8 A. Yes.

9 282 Q. It was sent with your approval,
10 since you are the instructing client?

11 A. Yes.

12 283 Q. If I go to page 253 of the record,
13 page 3 of the letter, in the first paragraph after
14 the bullets end, I'll just read it out:

15 "As for the plaintiff's
16 question about whether the
17 Confederacy Chiefs' position that
18 Canadian Courts do not have
19 jurisdiction over them or the
20 Haudenosaunee Confederacy has
21 changed, the answer is no."
22 That is an accurate statement; correct?

23 A. Yes.

24 284 Q. Let's switch to Mr. Detlor's
25 second affidavit, please, at Exhibit A.

1 MR. GILBERT: Okay.

2 BY MR. SHAPIRO:

3 285 Q. And it is page 4 of whichever
4 supplementary HDI record.

5 MR. GILBERT: Hold on, I don't -- can
6 you take a second. I don't think there is --

7 MR. SHAPIRO: No problem. This is the
8 fourth supplementary motion record dated February
9 8th.

10 MR. GILBERT: Okay, we have got it.

11 BY MR. SHAPIRO:

12 286 Q. Okay. We are at Exhibit A, which
13 is a letter - if you scroll to the next page, Mr.
14 Sheppard - sent by the HCCC Secretary Leroy Hill to
15 the Mohawk Nation Council of Chiefs dated February
16 6, 2023. Do you see that, sir?

17 MR. GILBERT: We have that.

18 BY MR. SHAPIRO:

19 287 Q. Mr. Doolittle, do you see that
20 letter?

21 A. I see it, yes.

22 288 Q. You have seen that before?

23 A. Yes.

24 289 Q. I am going to read out the fourth
25 paragraph on that first page. It says:

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

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?

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.

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.

1 308 Q. Right. And if we scroll up in
2 this PDF, Mr. Sheppard, you are also aware, sir,
3 that your Counsel sent a response to Helen Miller
4 by email yesterday?

5 A. Yes.

6 309 Q. You have seen the attached
7 response?

8 A. This one?

9 310 Q. Yes.

10 A. Yes.

11 MR. SHAPIRO: Let's mark this, please,
12 as Exhibit 2.

13 EXHIBIT NO. 2: Letter from Helen
14 Miller to the Haudenosaunee Development
15 Institute dated February 27, 2023.

16 BY MR. SHAPIRO:

17 311 Q. We can take it down, Mr. Sheppard.
18 Sir, you are aware from the materials
19 that your lawyers and others have delivered that
20 some people and some groups have pushed back
21 against HDI wanting to become involved in this
22 case; correct?

23 A. Yes.

24 312 Q. Your lawyers have delivered a
25 number of what I will call complaint or objection

1 letters about what HDI is trying to do; correct?

2 A. Correct.

3 313 Q. I would like to go through a few
4 of those right now to get your information about
5 them. The first is a letter from Benjamin
6 Doolittle dated September 24th, and Mr. Sheppard
7 can pull that up. It is from HDI's third
8 supplementary motion record, page 48.

9 MR. GILBERT: Hold on just a second.
10 It looks quite small on our screen. That is why we
11 take the time to get the hard copy, basically so we
12 can look at it.

13 BY MR. SHAPIRO:

14 314 Q. No problem.

15 So, sir, we are looking at a letter
16 from a person identifying themselves as:

17 "[...] Secretary-General
18 Benjamin Doolittle [...], for the
19 Mohawk Nation of Grand River
20 Country, DBA Mohawk University."

21 Do you see that, sir?

22 A. I see it.

23 315 Q. And we see in the second
24 paragraph, I am just going to read it out:

25 "It is our position that the

1 Haudenosaunee Development Institute
2 and the Haudenosaunee Confederacy
3 Chiefs Council inclusive of Chiefs
4 and Clanmothers, do not have a legal
5 interest or right to represent the
6 Haldimand Proclamation interests or
7 the Heirs, the Haldimand rights are
8 non-indigenous hereditary provision
9 to the Mohawk Posterity which I will
10 explain in short order."

11 Do you see that, sir?

12 A. Yes.

13 316 Q. You would agree that this
14 individual opposes HDI trying to represent it in
15 this Court case; correct?

16 A. I am not sure.

17 317 Q. Okay.

18 A. He is making a -- we are not -- we
19 haven't pushed any litigation.

20 318 Q. The "Re" line of the document is
21 headed "Forced Representation of So Called
22 Haudenosaunee". You don't think he is objecting to
23 what you are trying to do based on that?

24 A. Well, it says that -- it says:

25 "It is our position that the

1 Haudenosaunee [...], inclusive of
2 Chiefs [...], do not have a legal
3 interest or right to represent the
4 Haldimand Proclamation interests or
5 the Heirs, the Haldimand rights are
6 non-indigenous hereditary [...]",
7 bla, bla, bla.

8 I think he is saying the Band Council.

9 319 Q. You'll agree with me that it
10 doesn't reference the Band Council; correct?

11 A. It is pretty broad who he is
12 talking about.

13 320 Q. You'll agree with me that it
14 doesn't reference the Band Council; correct?

15 A. That's right, correct.

16 321 Q. Let's go to another letter at page
17 59 of that same record from a person identified as

18 

19 A. Yes.

20 322 Q. You have seen this before, sir?

21 A. [Witness reviews document.]
22 Yes.

23 323 Q. If we scroll down to the second
24 page, in the large paragraph in the middle, I'll
25 just read from it:

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.

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 [...]" --

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

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

1 for it in this litigation; correct?

2 A. No, it didn't.

3 337 Q. And no such consent was received;
4 correct?

5 A. They never asked for it.

6 338 Q. Thank you.

7 A. This letter --

8 339 Q. No, that was question, sir.

9 MR. GILBERT: He was attempting to
10 answer the question. Let him finish.

11 MR. SHAPIRO: He did, thanks.

12 MR. GILBERT: Hold on. Just let the
13 witness say what he was in the middle of saying.

14 THE WITNESS: This Mohawk Council is
15 part of the Confederacy Council, and they had
16 members at the Council meeting when this was all
17 decided. And there was actually one of their
18 Chiefs that sat on the committee. And it is the
19 same thing with that Oneida bunch.

20 BY MR. SHAPIRO:

21 340 Q. According to this letter, they
22 dispute that, sir. Wouldn't you agree?

23 A. No, I don't agree. It said it was
24 "created by the Haudenosaunee Council of Chiefs at
25 the Grand River to deal with [...]", bla, bla, bla.

1 341 Q. The last --

2 A. They sit on the same Council.

3 They sit on the same Council. They are the -- they
4 are part of the Haudenosaunee.

5 342 Q. You are answering something that
6 wasn't asked. The question was whether or not HDI
7 asked for consent of the Mohawk Nation Council of
8 Chiefs to become involved in this Court case. Your
9 answer was no; do I have that right?

10 A. That is correct, yes.

11 343 Q. Thank you.

12 A. No, yeah.

13 344 Q. Let's go to the next letter,
14 please, which is at page 86. I think this is what
15 you were referring to from the Oneida Nation
16 Council of Chiefs. Do you see that, sir?

17 MR. GILBERT: Hold on.

18 THE WITNESS: Yeah.

19 BY MR. SHAPIRO:

20 345 Q. You have seen that before;
21 correct?

22 A. [Witness reviews document.]

23 Yes.

24 346 Q. I'll read the final sentence. It
25 states:

1 "Finally, to be clear, should
2 HDI wish to represent the", in
3 English "[Oneida Nation Council of
4 Chiefs], it requires our explicit
5 consent to do so."

6 Do you see that, sir?

7 A. Yes.

8 347 Q. HDI did not request consent from
9 the Oneida Nation Council of Chiefs before it
10 sought to become involved in this case; correct?

11 A. That is incorrect.

12 348 Q. So this letter is inaccurate?

13 A. It is.

14 349 Q. When did HDI ask for the Oneida
15 Nation Council of Chiefs' consent to act for it in
16 this litigation?

17 A. That is not how it works. That is
18 not how a Council works. That is not how it
19 worked. These are -- this is the Oneida Nation.
20 They are one of the five Nations in the
21 Confederacy, the HCCC. They participate in it.
22 Somebody has done something here I think off the
23 record -- or out of hand on their own, because we
24 have tried to speak with them, but they won't
25 answer to it, so...

1 350 Q. So when you said a moment ago that
2 you asked them for their consent, did you mean that
3 you had sought to reach out to them but could not
4 get in touch with them?

5 A. No, no. They were at Council.
6 They are part of the Council. They were there. Al
7 Day, who was the guy that wrote this, that is his
8 name, he was at Council when it was established.
9 He has been there at the establishment of it.
10 Howard Elijah is another one, the same thing,
11 Arnold Hill.

12 351 Q. What Council meeting, perhaps on
13 what date are you referring to? That might help.

14 A. Well, you see, it is difficult to
15 say. Like if I say April the 2nd, 2022, that
16 is -- like that is when the decision is made. It
17 is not when the discussion happened. They'll
18 discuss things for a year before they get up to the
19 point of making a decision. This isn't Robert's
20 Rules of Order. It has got nothing to do with
21 that. That is not how they govern. They actually
22 govern, you know. It is not a corporate entity.

23 352 Q. Sir, you'll agree with me that
24 this letter is dated October 24th; correct?

25 A. Yes.

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.

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.

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

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

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

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

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

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?

1 391 Q. Yes.

2 A. Yes.

3 392 Q. It is still accurate today;
4 correct?

5 A. Correct.

6 393 Q. Drop down to number 6 where it
7 states:

8 "The matters at issue in the
9 Action can only be resolved with the
10 Crown's return to the negotiating
11 table with the HCCC."

12 Do you see that?

13 A. Yes.

14 394 Q. And that was accurate when the
15 letter was written, right?

16 A. Yes, yes.

17 395 Q. It is still accurate today?

18 A. Yes.

19 396 Q. The bottom line from those two
20 points, I take it, is that HDI wants to stop the
21 litigation by the Elected Council; correct?

22 A. Yes.

23 397 Q. And they want to negotiate
24 directly with the governments instead, right?

25 A. They want to negotiate with the

1 Crown.

2 398 Q. And by "the Crown", who do you
3 mean?

4 A. Well, the Crown are the ones that
5 signed the Treaties that we have a Treaty with,
6 that HCCC has a Treaty with. They don't have a
7 Treaty with Canada. They don't have a Treaty with
8 Ontario. That Treaty supercedes those two
9 entities, but they are still a Crown and the
10 country is still bound by the Crown. And a Band
11 Council can't be a different footing because they
12 are the Crown. So that is what this is saying.

13 399 Q. It is saying the HCCC wishes to
14 negotiate directly with the Crown, right?

15 A. Yes, yes.

16 400 Q. And that is because ultimately the
17 HCCC takes the view that it will never bring a
18 claim about land against the Crown in Canadian
19 Courts; fair?

20 A. Well, against Canada, as Canada
21 representing the Crown, no, because Canada doesn't
22 represent the Crown, according to HCCC.

23 401 Q. And because Canada does not
24 represent the Crown, the HCCC will never bring a
25 claim about land against the Crown in Canadian

1 Courts, right?

2 A. No, that is not right. HCCC has
3 nothing to do with land claims. That is a Canadian
4 policy.

5 402 Q. The HCCC has never brought a claim
6 about land in Canadian Courts; correct?

7 A. Never.

8 403 Q. And it never will, right?

9 A. No, it doesn't do claims. Claims
10 is a part of Canada's world, law. It is not
11 independent. And the only thing that they have is
12 land claims, and that was set up so they could rob
13 the Bands of the rest of their land. That is the
14 only thing. So we would never participate in that
15 when it is just open theft.

16 404 Q. And you never participate in a
17 Court process about land, right?

18 A. Land claims.

19 405 Q. Land claims, right?

20 A. Right.

21 406 Q. Okay. You can take the document
22 down, Mr. Sheppard.

23 You are aware that HDI delivered a
24 Notice of Motion to become involved in this case,
25 right?

1 A. Yes.

2 407 Q. And that was delivered by your
3 newer lawyers at Gilbert's?

4 A. Yes.

5 408 Q. Those lawyers work for you and
6 Mr. Detlor?

7 A. It works for HDI.

8 409 Q. Which is comprised of you and
9 Mr. Detlor; correct?

10 A. It is not our private company.
11 You are making it sound like we own this thing and
12 it is just the two of us that are doing this. That
13 is not true. You are not stating any -- that is
14 not a true statement you are making.

15 410 Q. The question was that the lawyers
16 work for you and Mr. Detlor; correct?

17 A. And I said no.

18 411 Q. You said they work for HDI?

19 A. That's right.

20 412 Q. Okay. So your lawyers sent out
21 the Notice of Motion for HDI with your approval,
22 right?

23 A. Correct.

24 413 Q. This was the first time that HDI
25 formally took steps to become involved in this

1 Court case; correct?

2 A. Correct.

3 414 Q. And that was on June 10th, 2022,
4 the date of the Notice of Motion; correct?

5 A. Correct.

6 415 Q. We can see from the documents,
7 though, that HDI had thought about getting involved
8 earlier; that's right, isn't it?

9 A. I don't know where you got that
10 from.

11 416 Q. Let's pull up a document from the
12 record and look at it together. It is Exhibit R of
13 Chief Ava Hill's affidavit at page 1125 of the
14 Plaintiff's record. And we have put it up on the
15 screen. It is the Winter 2018 HCCC Quarterly
16 Newsletter. It is also elsewhere in HDI's record.
17 Are you with me, sir?

18 A. Yes.

19 417 Q. We are looking at the same thing,
20 the HCCC Quarterly Newsletter, Winter 2018?

21 A. Yes.

22 418 Q. If you scroll down to the very
23 bottom, the final page of that, please, Mr.
24 Sheppard, we see the author "Hazel E. Hill,
25 Director, HDI"; correct?

1 A. Okay, yes.

2 419 Q. Do you see that?

3 A. Yes.

4 420 Q. Let's scroll up a little bit
5 together, please, Mr. Sheppard, under the question
6 "What does HCCC have in regards to Trust Funds from
7 the past for our people?" It is question 16.

8 Do you see that, sir, on the right-hand
9 side, page 7 of the newsletter?

10 MR. GILBERT: Right here.

11 MR. SHAPIRO: Perhaps you could scroll
12 out, Mr. Sheppard, so we can see the record number
13 on the top right.

14 MR. GILBERT: 1124.

15 BY MR. SHAPIRO:

16 421 Q. Yes, thank you.

17 A. Yes.

18 422 Q. Let's drop down to page 8. So in
19 answer to this question, I am on the left-hand side
20 of the page.

21 A. Yes.

22 423 Q. Do you see the top left? I'll
23 just read it out. It says:

24 "The Band Council re-opened the
25 trust claim against the Crown when

1 they walked away from the
2 negotiations table and withdrew
3 their support for the HCCC after
4 being offered financial support from
5 the Crown and after announcing
6 'Business as usual along the Grand'
7 following a boat ride down the river
8 with Ontario Ministers."

9 Do you see that, sir?

10 A. Yes.

11 424 Q. This is referring to this lawsuit
12 by the Six Nations Elected Council, right?

13 A. I think it is partial.

14 425 Q. The "trust claim", that is this
15 lawsuit, right?

16 A. Yes.

17 426 Q. Okay. And the "negotiations
18 table" it is talking about here refers to the
19 negotiations with the Crown in the mid-2000s,
20 right?

21 A. Yes. Well, early 2000s, 2005,
22 '06, '04.

23 427 Q. So about 2004 to 2006, from your
24 memory?

25 A. Yes, yes.

1 428 Q. And you recall that because the
2 HCCC was involved in those negotiations, right?

3 A. Yes.

4 429 Q. Now let's read the second
5 paragraph:

6 "Since that time, the HCCC has
7 been looking at possible steps,
8 including intervening in the SNEBC
9 court case against the Crown on the
10 trust claim, since the Band was not
11 the body in which the trust funds
12 were established, they have no right
13 to those funds."

14 Do you see that?

15 A. Yes.

16 430 Q. I am right that "SNEBC" stands for
17 Six Nations Elected Band Council, right?

18 A. Yes.

19 431 Q. And when it says "since that
20 time", here this is talking about when the Band
21 re-opened the trust claim against the Crown, right?

22 A. Yes.

23 432 Q. Okay. I am correct that HDI and
24 HCCC chose not to take any steps around 2018 to get
25 involved in this case; correct?

1 A. In 2018?

2 433 Q. Yes, around when this newsletter
3 was published.

4 A. Yes.

5 434 Q. And you are not --

6 A. And --

7 435 Q. Sorry, go ahead.

8 A. The land claim by the Band was put
9 in abeyance. Now, what this was talking about was
10 that there was a land reclamation in Caledonia,
11 Ontario, and what the negotiations were doing was
12 with both Crown and it was how to resolve that and
13 other issues.

14 436 Q. So the question was, around 2018,
15 the date of this newsletter, HDI and the HCCC did
16 not take any steps to get involved in the Court
17 case then, right?

18 A. Yes, yeah.

19 437 Q. You are also not aware of HDI or
20 HCCC taking any steps to become involved in the
21 trust claim before 2018, right?

22 A. That's right.

23 438 Q. We can take that down, Mr.
24 Sheppard.

25 Sir, you are aware that your lawyers at

1 Gilbert's delivered a draft pleading in this case;
2 correct.

3 A. I would have to be reminded of it.

4 439 Q. Sure. Let's pull that up on the
5 screen. It is called "Draft Statement of Defence,
6 Counterclaim, And Crossclaim Of The Intervenor",
7 and let me know when you have got that in front of
8 you?

9 A. Yes, I have it in front of me.

10 440 Q. It was delivered on September 9th,
11 2022, right?

12 A. Yes.

13 441 Q. It is a 34-page document that has
14 your name on the cover?

15 A. Yes.

16 442 Q. You asked your lawyers to draft
17 this document?

18 A. Yes.

19 443 Q. You approved it; correct?

20 A. Yes.

21 444 Q. Let's mark that as Exhibit 3,
22 please.

23 EXHIBIT NO. 3: Draft Statement of
24 Defence, Counterclaim, and Crossclaim
25 of the Intervenor.

1 BY MR. SHAPIRO:

2 445 Q. If I can summarize at a very high
3 level, I understand that through HDI, the HCCC is
4 asking the Court for permission to advance two
5 categories of claims. The first category is
6 against the Plaintiff, the Six Nations of the Grand
7 River Band, and the second is against the two
8 government Defendants, Canada and Ontario; is that
9 fair?

10 A. Yes.

11 446 Q. Before your lawyers delivered this
12 draft pleading, you would agree with me that HDI
13 never before sought to advance the claims in this
14 document in any Court?

15 A. Well, I don't know that they never
16 talked about it. It was always a hot topic. Like
17 this hasn't left their lives in a hundred years.

18 447 Q. Let's answer the question. HDI
19 has never before sought to advance the claims in
20 this document in any Court; correct?

21 A. No, HDI hasn't.

22 448 Q. And neither has the HCCC; correct?

23 A. That's correct.

24 449 Q. Let's drop down to paragraph
25 91 -- pardon me, 86. And we are under the heading

1 "J. Nation-to-Nation Negotiation is Required"; do
2 you see that, sir?

3 A. Yes.

4 450 Q. I'll just read paragraph 86:

5 "Reconciliation of the
6 inherent, treaty, and human rights
7 of the Haudenosaunee Confederacy and
8 the Crown's assertion of sovereignty
9 in North America is paramount.

10 Litigation is not a means of
11 achieving reconciliation. Rather,
12 nation-to-nation negotiation,
13 undertaken in good faith and in
14 accordance with the aforementioned
15 principles, furthers
16 reconciliation."

17 That is HDI's current position, right?

18 A. Right.

19 451 Q. Let's scroll down a little bit
20 further under the "Crossclaim". I would like you
21 to look at paragraph 96(c) on page 27, and I will
22 just read it out so we are all on the same page.
23 This is where the intervenor, which is HDI, claims
24 against the Defendants, which are the two
25 governments:

1 "an order directing the
2 defendants to participate in
3 nation-to-nation negotiation and/or
4 mediation with the Haudenosaunee
5 Confederacy Chiefs acting for the
6 Haudenosaunee Confederacy, on behalf
7 of all Haudenosaunee, regarding the
8 issues raised in the action, in
9 accordance with the treaty
10 relationship between the
11 Haudenosaunee and the Crown,
12 described above;"

13 That is HDI's current position;
14 correct?

15 A. Yes.

16 452 Q. So if I can summarize from what we
17 just walked through, the HCCC does not want the Six
18 Nations Band to be able to litigate the claims it
19 has in this case against the governments in
20 Canadian Courts; correct?

21 A. Correct.

22 453 Q. The HCCC would rather there not be
23 litigation at all because, as it says in the
24 document, they don't believe that helps achieve
25 reconciliation; correct?

1 A. Correct.

2 454 Q. And they want - and by "they", I
3 mean the HCCC - to negotiate directly with the
4 Crown about the issues raised in the case; correct?

5 A. Correct.

6 455 Q. They want the Elected Council out
7 of that picture and out of those negotiations;
8 correct?

9 A. Correct.

10 456 Q. Okay. If we could go higher up in
11 the document to paragraph 7 -- pardon me, I am
12 going to switch gears. Let's go to paragraph 24.
13 You will agree with me big picture, sir, that HDI's
14 pleading talks about "Haudenosaunee Law", right?

15 A. Yes.

16 457 Q. Paragraph 24 is an example of that
17 where it says, and I will just read it:

18 "The Chiefs of the HCCC are
19 empowered by Haudenosaunee Law to
20 make decisions and resolutions
21 concerning the interests of the
22 Haudenosaunee [...]."

23 And it goes on.

24 My understanding, sir, is that the HCCC
25 and Clan Mothers are the only legitimate

1 interpreters of Haudenosaunee law; do I have that
2 right?

3 A. No. No, you don't. There is no
4 separation between the Chiefs and the Clan Mothers.

5 458 Q. So how should I describe that
6 group combined?

7 A. HCCC.

8 459 Q. So my understanding then is that
9 HCCC is the only legitimate interpreter of
10 Haudenosaunee law; is that right?

11 A. Yes.

12 460 Q. It follows from that that Canadian
13 Courts then should not interpret Haudenosaunee law,
14 right?

15 A. That is true.

16 461 Q. It would be improper for a
17 Canadian Court to involve itself in matters of
18 Haudenosaunee law?

19 A. The HCCC -- well, you want a yes
20 or no.

21 MR. GILBERT: You have trained him.

22 THE WITNESS: This is so --

23 BY MR. SHAPIRO:

24 462 Q. Well, why don't I ask the question
25 again. It would be improper if a Canadian Court

1 interpreted Haudenosaunee law, right?

2 A. I don't know. I think they can do
3 whatever they want. It doesn't mean it does
4 anything to it.

5 463 Q. If a Court did that, the HCCC
6 wouldn't be bound by a Court finding, right?

7 A. That's right.

8 464 Q. And the HCCC would view a Canadian
9 Court reviewing one of its decisions under its law
10 as improper, right?

11 A. That's right.

12 465 Q. It would be interference in their
13 internal affairs, right?

14 A. No.

15 466 Q. It wouldn't be interference?

16 A. No. The verb is "negotiation".

17 467 Q. Right.

18 A. We have a Treaty to that.

19 468 Q. So if a Court reviewed a
20 Haudenosaunee Chiefs Council decision --

21 A. Yeah.

22 469 Q. -- and made a determination about
23 the meaning of Haudenosaunee law, that would be
24 improper; correct?

25 A. I don't know. I don't know who it

1 would be improper to or of.

2 470 Q. We can agree --

3 A. Or the meaning of "improper".

4 471 Q. Well, we can agree that the HCCC
5 wouldn't be bound by that Court ruling about
6 Haudenosaunee law, right?

7 A. That is a question that --

8 MR. GILBERT: You can just give your
9 position or your understanding.

10 THE WITNESS: Okay.

11 MR. GILBERT: If you have an
12 understanding or position on that. I mean, there
13 is a lot of this that I have let go because this is
14 somewhat unusual. It is about your evidence and
15 about the perspective of HCCC and HDI.

16 THE WITNESS: Yeah.

17 MR. GILBERT: So ordinarily, Counsel, I
18 would be necessarily objecting to interpreting
19 legal questions. I think it is implicit that, you
20 know, there is a legal gloss here, and it is this
21 witness's understanding. That is all he can give.

22 BY MR. SHAPIRO:

23 472 Q. So the question was then, under
24 Haudenosaunee law the HCCC would not be bound by a
25 Court ruling about Haudenosaunee law; correct?

1 A. Correct.

2 473 Q. Okay.

3 A. That is the nature of colonialism,
4 though, isn't it?

5 MR. GILBERT: Well, you don't get to
6 ask him questions. It is his cross-examination.

7 THE WITNESS: Yeah. I was talking to
8 that guy right in the --

9 BY MR. SHAPIRO:

10 474 Q. Sir, let's focus, please.

11 A. Yes.

12 475 Q. We are nearly there.

13 A. Okay.

14 476 Q. Because of the colonial overlay
15 that you noted, the Haudenosaunee Chiefs will not
16 share records of their internal meetings with Crown
17 officials, right?

18 A. I don't know. They don't feel
19 that it is a necessity. If they need to in the
20 action of negotiation, I suppose they might.

21 477 Q. You are not aware of any such
22 sharing of records of meetings today, are you?

23 A. No.

24 478 Q. Likewise, they don't share notice
25 of meetings with Crown officials, right?

1 A. No.

2 479 Q. And they don't share meeting
3 agendas or meeting minutes or resolutions, right?

4 A. No. I mean, that's right.

5 480 Q. And they don't share details of
6 their internal discussions with Crown officials,
7 right?

8 A. Yes.

9 481 Q. I am just going to pause for a
10 brief moment here to consult with my team. Don't
11 go anywhere.

12 [Discussion Off The Record.]

13 BY MR. SHAPIRO:

14 482 Q. I can signal that I only have a
15 few questions left, and so my goal was to be done
16 by noon, and I expect I'll be able to make that.

17 So a few more questions, please, sir.

18 Madam Reporter, are you still with us?

19 Thank you.

20 Mr. Doolittle, yesterday Mr. Saul gave
21 evidence that HDI earned over \$38 million in
22 revenues between 2013 and 2022. Does that figure
23 sound about right to you?

24 A. How much?

25 483 Q. \$38.1 million.

1 A. It doesn't -- I have no thoughts
2 on it.

3 484 Q. We'll take Mr. Saul's evidence
4 because he is the financial person; fair?

5 A. Yes.

6 485 Q. It is also fair to assume that you
7 personally received a significant amount of that
8 money over the years; correct?

9 R/F MR. GILBERT: Don't answer that
10 question.

11 BY MR. SHAPIRO:

12 486 Q. How much money have you received
13 over the years from HDI?

14 R/F MR. GILBERT: Don't answer the
15 question.

16 BY MR. SHAPIRO:

17 487 Q. How much has Mr. Detlor received
18 over the years from HDI?

19 R/F MR. GILBERT: Don't answer the
20 question. You have already asked that.

21 BY MR. SHAPIRO:

22 488 Q. I put it to you, sir, that HDI has
23 shared zero dollars of its revenue with the Six
24 Nations Elected Council. You would agree with
25 that?

1 A. I agree with that.

2 489 Q. We heard yesterday that Mr. Detlor
3 has received hundreds of thousands of dollars in
4 so-called success fees over the years. You are
5 aware of that?

6 MR. GILBERT: There is two specific
7 things, if you want to put them to him, that are in
8 a financial statement.

9 BY MR. SHAPIRO:

10 490 Q. You are aware of those two things
11 in the financial statement that your Counsel just
12 mentioned, Mr. Doolittle?

13 A. What are the two things?

14 491 Q. You are aware that Mr. Detlor has
15 received success fees over the years; correct?

16 A. Yes.

17 492 Q. Have you received success fees
18 over the years?

19 A. No.

20 493 Q. I would like to return to the
21 Notice of Examination marked as Exhibit 1. The
22 Notice requested 15 categories of documents, sir;
23 do you recall that?

24 A. Yes.

25 494 Q. I understand from a letter that

1 your lawyer sent on Friday, March 3rd, that you
2 delivered some documents in response.

3 A. Yes.

4 495 Q. Can we pull up that letter, if we
5 have it, Mr. Sheppard. It was marked as an exhibit
6 yesterday, but I just want to make sure we are all
7 looking at it together.

8 So it is on the screen. If we could
9 scroll down, please.

10 Not to belabour the point, but there is
11 a number of categories listed here, and under your
12 name, you see documents responding to Notice of
13 Examination reference categories 5, 6 and 7; do you
14 see that? It is on the chart on the screen.

15 MR. GILBERT: Yeah, we have that. He
16 has got a hard copy of it and he has got a hard
17 copy of the Notice.

18 BY MR. SHAPIRO:

19 496 Q. The responsive documents that were
20 provided in response to the Notice of Examination
21 relate to categories 5, 6 and 7 from the Notice,
22 right?

23 MR. GILBERT: That is what it appears
24 from the letter.

25 MR. SHAPIRO: You wrote the letter,

1 Counsel. That is what it says; correct?

2 MR. GILBERT: Yes.

3 BY MR. SHAPIRO:

4 497 Q. Mr. Doolittle, you provided no
5 other documents in response to the other categories
6 requested; correct?

7 A. Correct.

8 MR. SHAPIRO: Subject to the
9 undertakings, under advisements and refusals, those
10 are my questions for today, sir. Thank you for
11 your time.

12 THE WITNESS: You are welcome. Thanks.
13 Nice to meet you.

14 MR. SHAPIRO: Nice to meet you too.

15 MR. GILBERT: So do we have other
16 Counsel asking questions now, or are we breaking
17 for lunch? Or what is the plan?

18 MR. SHAPIRO: I think Mr.
19 Kaufman -- oh, sorry, there he is.

20 MR. KAUFMAN: Yeah, sorry, yes, so I am
21 going to cull my notes, and so I prefer to break
22 for lunch, as I usually do, and then I'll resume
23 and I will again be less than an hour.

24 MR. GILBERT: Okay, sounds fair. Any
25 other Counsel planning on asking questions at this

1 time?

2 MR. TORTELL: It is David Tortell for
3 Ontario. I don't think so, but ask me again once
4 Mr. Kaufman is done. Thanks.

5 MR. SHAPIRO: Anyone for Canada?

6 MR. JUNAID: Hi, this is Hasan Junaid
7 for Canada. I would echo what Counsel for Ontario,
8 my friend David Tortell said, and we'll wait to
9 see, but at this point, it seems like we won't be
10 asking any questions following Mr. Kaufman.

11 MR. SHAPIRO: And I am guessing, Madam
12 Reporter may want some spelling help now.

13 MR. GILBERT: And also, just what time
14 do you want to come back, Mr. Kaufman?

15 MR. KAUFMAN: 1 o'clock. Does that
16 work?

17 MR. GILBERT: Yes.

18 MR. SHAPIRO: Would you mind if we did
19 a little bit earlier, Mr. Kaufman, only because I
20 have something a little bit close to that that I am
21 hoping to attend. Maybe 12:40 or 12:45?

22 MR. KAUFMAN: 12:45 is fine.

23 MR. SHAPIRO I appreciate that.

24 MR. JUNAID: This is Hasan Junaid. We
25 also have another examination at 2:00 p.m.

1 scheduled, so I would echo what Mr. Shapiro is
2 saying. If we could start just a little bit
3 earlier so that Mr. Kaufman would have the time.

4 MR. KAUFMAN: Okay.

5 MR. SHAPIRO: 12:45.

6 -- RECESSED AT 11:58 A.M.

7 -- RESUMED AT 12:45 P.M.

8 CROSS-EXAMINATION BY MR. KAUFMAN:

9 498 Q. Mr. Doolittle, my name is Jeffrey
10 Kaufman. I am Counsel to the Men's Fire, and I
11 will be cross-examining you this afternoon.

12 In your examination with Mr. Shapiro
13 this morning, he referred to you the HDI Notice of
14 Motion in this proceeding. Can you please let me
15 know, did you review the Notice of Motion before it
16 was submitted to the Court?

17 A. Yes.

18 499 Q. Do you know if Mr. Detlor reviewed
19 the Notice of Motion before it was submitted to the
20 Court?

21 A. I don't know.

22 500 Q. Do you know if anyone else at HDI
23 reviewed the Notice of Motion before it was
24 submitted to the Court?

25 A. No, I don't know.

1 501 Q. Do you know if anyone at HCCC
2 reviewed the Notice of Motion before it was
3 submitted to the Court?

4 A. No.

5 502 Q. No, they did not?

6 A. No, they did not.

7 503 Q. Did any Clan Mother review the
8 Notice of Motion before it was submitted to the
9 Court?

10 A. Not that I know.

11 504 Q. Now, in respect to the Draft
12 Statement of Claim, which we identified as Exhibit
13 3 on your examination earlier today, did you review
14 that Draft Statement of Claim before it was
15 delivered in this proceeding?

16 A. I did.

17 505 Q. Do you know if Mr. Detlor reviewed
18 the Draft Statement of Claim before it was
19 delivered in this proceeding?

20 A. I don't know.

21 506 Q. Do you know if anyone else at HDI
22 reviewed the Statement of Claim before it was
23 delivered in this proceeding?

24 A. No.

25 507 Q. No, you don't know or no one else

1 did?

2 A. No, I don't know.

3 508 Q. Do you know if anyone at HCCC,
4 including any Hereditary Chiefs, reviewed the
5 Statement of Claim before it was submitted in this
6 proceeding?

7 A. No, I don't know.

8 509 Q. Do you know if any Clan Mother
9 reviewed the Statement of Claim before it was
10 delivered in this proceeding?

11 A. No, I don't know.

12 510 Q. Mr. Doolittle, I would like to put
13 up on the shared screen a document we reviewed with
14 Mr. Saul. It is called a Declaration of Trust.

15 MR. GILBERT: Could you make that a
16 little larger on the screen?

17 MR. KAUFMAN: Certainly. Can you see
18 it now, Counsel?

19 MR. GILBERT: Yes.

20 BY MR. KAUFMAN:

21 511 Q. Mr. Doolittle, have you seen this
22 Declaration of Trust before?

23 A. Not until recently, yesterday, I
24 think.

25 512 Q. That is the first time you have

1 seen it?

2 A. Yes.

3 513 Q. It is my understanding in your
4 evidence you were a Delegate for HCCC at HDI in
5 2014, weren't you?

6 A. I was, yes.

7 514 Q. And when you saw this yesterday,
8 you saw that this document is signed by Hazel Hill?

9 A. I saw that, yes.

10 515 Q. Did Hazel Hill at any time inform
11 you that she signed any such Declaration of Trust
12 document?

13 A. Not that I can remember.

14 516 Q. Are you surprised to see this
15 Declaration of Trust document?

16 A. Yes.

17 517 Q. Does the fact that Hazel Hill did
18 this Declaration of Trust document concern you?

19 A. No.

20 518 Q. If you look at Schedule A of this
21 document, it lists a list of Chiefs and their Clans
22 as so-called beneficiaries of this Trust. Do you
23 have knowledge of the Chiefs listed here?

24 A. Yes.

25 519 Q. It is my understanding that at

1 least half of these Chiefs predeceased the creation
2 of this Schedule A. Could you look at the list and
3 see if you can agree with that statement.

4 A. [Witness reviews document.]

5 Well, I can't agree with it.

6 520 Q. You can?

7 A. No.

8 521 Q. Okay, do you want to go through
9 each one? And under the "Cayuga", number one, for
10 the Bear Clan Chief, was he alive at the time of
11 this statement in 2014?

12 A. All of those names and Chief
13 titles.

14 522 Q. Yes.

15 A. They are always legitimate. There
16 is no ever anyone missing.

17 523 Q. Sorry, were they -- are these
18 individuals who were --

19 A. They are not individuals --

20 524 Q. They are not individuals?

21 A. They are Chiefs of the Council as
22 the titles. Now, their names will change as they
23 die. We can't stop them from dying, but those are
24 the titles. They seem to be correct.

25 525 Q. But you don't know which actual

1 Chiefs were alive or whether there were vacancies
2 at the time of the Schedule A, do you, or do you
3 have the information on the vacancies in 2014?

4 A. I don't.

5 526 Q. Do you know who prepared Schedule
6 A to the Declaration of Trust?

7 A. That was taken from somebody's
8 website, I would say.

9 527 Q. No, do you know where it was taken
10 from?

11 A. No.

12 528 Q. We'll mark the Declaration of
13 Trust as Exhibit 1 to this examination.

14 [Court Reporter intervenes for
15 clarification.]

16 Thank you, Exhibit 4, thank you.

17 EXHIBIT NO. 4: Declaration of Trust.

18 BY MR. KAUFMAN:

19 529 Q. In terms of the formation of HDI,
20 that was done on October 20, 2014; correct?

21 A. No.

22 530 Q. When was HDI formed?

23 A. It was in 2007.

24 531 Q. Sorry, correct, I apologize. The
25 corporation listed in the Declaration of Trust,

1 2438543 Ontario Inc., that corporation was formed
2 on October 20, 2014; correct?

3 A. Correct.

4 532 Q. And you were and Mr. Detlor the
5 senior officers of 243 Ontario?

6 A. Yes.

7 533 Q. Was Hazel Hill an officer of 243
8 Ontario at that time?

9 A. No.

10 534 Q. In terms of the formation of
11 2438543 Ontario Inc., did you and Mr. Detlor
12 discuss the formation of that company with anybody
13 else other than yourselves?

14 A. Yes.

15 535 Q. Whom?

16 A. HCCC.

17 536 Q. And which members of HCCC did you
18 discuss the formation of 243 Ontario with?

19 A. I can't tell you exactly.

20 537 Q. Can you name one individual at
21 HCCC you discussed 243 Ontario being formed with?

22 A. Gawensee.

23 538 Q. And who is that individual?

24 A. He is a Chief, Onondaga Chief.
25 His name is Peter Skye. He is dead, but he was

1 there at that time.

2 539 Q. And he was a Chief of which Clan?

3 A. Onondaga.

4 540 Q. That is the Nation. Which Clan?

5 A. Deer.

6 541 Q. Deer. Any other individual at
7 HCCC you recall discussing the formation of 243
8 Ontario with at that time?

9 A. Yes, the Tekarihoken. His English
10 name is Allen MacNaughton.

11 542 Q. And he was the Chief, a Mohawk
12 Chief for the --

13 A. Yes.

14 543 Q. For which, for the Turtle Clan?

15 A. That's right, yes.

16 544 Q. Any other members of the HCCC you
17 recall were involved in the formation of 243
18 Ontario?

19 A. Toby Williams, Arnold Jacobs, Yogi
20 Williams, Kervin Williams, Steve Jacobs, Steve
21 Maracle, Andrew Warner, Blake Bomberry, Arnold
22 Hill, Howard Elijah, Al Day, Stanley Buck. That is
23 the best I can do right now.

24 545 Q. Were there any Chiefs -- so I take
25 it there were Chiefs you did not consult with

1 regarding the formation of 243 Ontario?

2 A. I didn't consult with the Chiefs
3 at all. We discussed the things with the Council.

4 546 Q. Sorry, but the Council comprises
5 50 Chiefs; correct?

6 A. That's right.

7 547 Q. You only named a certain number of
8 those 50 Chiefs. I take it you did not discuss the
9 formation of 243 Ontario with all the Chiefs, did
10 you?

11 A. That is not necessary.

12 548 Q. The --

13 A. They are a group as a Council.

14 549 Q. Why do you say it is not
15 necessary?

16 A. Because when they are a Council,
17 they are all there. They are all counted into it.
18 There is no individual Councillor, Chief, that
19 stands above any other Chief.

20 550 Q. So your view of Haudenosaunee law
21 is that if there is a Council meeting, that if
22 there is 50 Chiefs for 50 Clans, each Chief need
23 not be present as an individual at a meeting
24 because their title is there, but they don't have
25 to be there at all? That is the way you view

1 Haudenosaunee law?

2 A. I don't think so. I don't think
3 that is what I said, but --

4 551 Q. Okay, then let's go through it
5 then.

6 A. Okay.

7 552 Q. So what we know is that there are
8 50 Chiefs for 50 Clans; correct?

9 A. That is incorrect.

10 553 Q. What is the number?

11 A. There is 50 Chiefs and 49 Clans.

12 554 Q. And apart from the one Clan that
13 doesn't have a Chief, each Chief represents their
14 own Clan; correct?

15 A. That is not what I said about that
16 one.

17 555 Q. What did you say about the one?

18 A. I didn't say anything. You didn't
19 ask me.

20 556 Q. Okay, well --

21 A. The one title that makes the 50 --

22 557 Q. Yes.

23 A. -- is selected by the other Chiefs
24 in Council. His name is Tadadahoh.

25 558 Q. So let's deal with the 49 Chiefs

1 first. The 49 Chiefs, each one of those represents
2 a certain Clan in a certain Nation; correct?

3 A. Correct.

4 559 Q. And each Chief of a Clan of a
5 Nation makes a decision for his own Clan; correct?

6 A. No, that is not correct.

7 560 Q. A Chief, I take it, has to report
8 to the Clan Mother of a Clan; correct?

9 A. I don't think "report" is the
10 right word, but they can dialogue.

11 561 Q. Dialogue with a Clan Mother?

12 A. Yes.

13 562 Q. And the Clan Mother then has a
14 dialogue with the Clan on making a decision;
15 correct?

16 A. No. It is not necessarily on a
17 decision. They talk about the issue, but not the
18 decision.

19 563 Q. They talk about the issue?

20 A. That's right.

21 564 Q. And the Clan Mother gets
22 information from her Clan on what the Clan thinks
23 about an issue; correct?

24 A. Yes.

25 565 Q. And then the Clan Mother reports

1 back the decision of her Clan to the Chief of the
2 Clan; correct?

3 A. There is no reporting to anybody.
4 They will -- she will tell him the results of her
5 consultation.

6 566 Q. Yes, and then she will relay that
7 information to the Chief of the Clan?

8 A. That's right. That's right, yeah.

9 567 Q. And that is how a decision is made
10 for a Clan?

11 A. No. It may -- like they don't
12 make a decision. It is not how it works, no. The
13 Chief will take the discussion and whatever his
14 Clan has come up with, and he will take it with him
15 when he goes to Council.

16 568 Q. And are you at all part of that
17 process?

18 A. Certainly.

19 569 Q. And you were involved with the
20 discussions between the Chiefs and the Clan Mothers
21 and the Clans?

22 A. I am part of a Clan.

23 570 Q. Yeah, you only know --

24 A. At the same --

25 571 Q. -- what happened in your Clan;

1 correct?

2 A. Pardon?

3 572 Q. You only know what happens in your
4 Clan?

5 A. Generally.

6 573 Q. If we go to the April 2, 2022,
7 meeting, can we turn to paragraph 25 of your
8 affidavit.

9 MR. DUMIGAN: Which affidavit, Mr.
10 Kaufman?

11 MR. GILBERT: The first, I think.

12 BY MR. KAUFMAN:

13 574 Q. The first affidavit.

14 A. 26?

15 575 Q. 25.

16 MR. GILBERT: Do you want to put it on
17 the screen to make sure I have got the right one.
18 Page 29 of the record? Here.

19 BY MR. KAUFMAN:

20 576 Q. We can put it on the share screen
21 if you want. Do you have that --

22 MR. GILBERT: Yes, he has got that.

23 THE WITNESS: Yes.

24 BY MR. KAUFMAN:

25 577 Q. So here you list who you believe

1 was in attendance at the Council meeting on April
2 2, 2022. Was this -- is this your best
3 recollection of who attended in your affidavit?

4 A. Yes.

5 578 Q. So if we look at your list, you
6 said Allen MacNaughton was there.

7 A. Yes.

8 579 Q. And he is a representative of the
9 Mohawk Nation?

10 A. He is a Mohawk Chief.

11 580 Q. And there are nine Chiefs
12 appointed for the Mohawks on the Council?

13 A. There are nine positions. There
14 are nine titles for that Nation.

15 581 Q. There are nine titles?

16 A. Yes.

17 582 Q. And Allen MacNaughton has the
18 title for the Turtle Clan?

19 A. That is correct.

20 583 Q. And there was no one at the
21 meeting for the title for the Wolf Clan?

22 A. That's correct.

23 584 Q. There was no one at the meeting
24 for the title for the Bear Clan?

25 A. That's correct.

1 585 Q. If we go to your list of who was
2 there for the Younger Brothers, for the Oneida
3 Nation, there was Arnold Hill, and anyone else for
4 the Oneidas?

5 A. Al Day.

6 586 Q. And Al Day, yeah, sorry. And Al
7 Day was for which Clan?

8 A. Turtle.

9 587 Q. And Arnold Hill?

10 A. He is Turtle also.

11 588 Q. And they have nine title positions
12 as well on Council?

13 A. That's correct, nine titles, yeah.

14 589 Q. And so there was no one in
15 attendance with the Chief title for the Wolf Clan
16 for the Oneida Nation, was there?

17 A. No.

18 590 Q. There was no one there with the
19 title for the Bear Clan for the Oneida Nation, was
20 there?

21 A. No. No.

22 591 Q. If we can next go to the Cayuga
23 nation, so in attendance you say at that meeting
24 for the Cayuga Nation was Steve Jacobs, Steve
25 Maracle, and Roger Silversmith; correct?

1 A. Correct.

2 592 Q. And the Cayuga Nation had ten
3 titled Chiefs at the Council; correct?

4 A. They have nine titles or ten
5 titles.

6 593 Q. Yeah, ten titles; correct?

7 A. Correct.

8 594 Q. And the Clans are the Bear, the
9 Huron, the Wolf, the Snipe and the Deer?

10 A. Yes.

11 595 Q. And Roger Silversmith was a Snipe
12 Clan member?

13 A. That's right, yes.

14 596 Q. Steve Maracle a Deer Clan member?

15 A. Yes.

16 597 Q. And what was Steve Jacobs?

17 A. Bear.

18 598 Q. A Bear. So there was no one at
19 the April 2 meeting who was a title Chief for the
20 Huron Clan; was there?

21 A. That is the Heron.

22 599 Q. The Heron?

23 A. No.

24 600 Q. There was no one there for the
25 Oneida Wolf Clan, was there?

1 A. No.

2 601 Q. If we go to the Onondaga Nation,
3 they have three titled HCCC Chiefs?

4 A. Yes -- well, they have fourteen.

5 602 Q. Oh, fourteen, fourteen, I
6 apologize, fourteen; correct?

7 A. Yes.

8 603 Q. And at the meeting, the Onondaga
9 had three titled Chiefs at the meeting for the Bear
10 and Wolf Clan only; correct?

11 A. No.

12 604 Q. Well, Cleve Thomas -- sorry, the
13 Beaver and the Wolf Clans only.

14 A. There you go, yes.

15 605 Q. Yeah, Cleve Thomas was Beaver, is
16 Beaver.

17 A. Yes.

18 606 Q. Kervin and Toby Williams are Wolf?

19 A. Yes.

20 607 Q. So there was no one at the meeting
21 for the Eel clan for Onondaga, was there?

22 A. No.

23 608 Q. There was no one at the meeting
24 for the Deer clan of the Onondaga, was there?

25 A. No.

1 609 Q. There was no one at the meeting
2 for the Turtle Clan of the Onondaga, was there?

3 A. No.

4 610 Q. The last nation we have is the
5 Seneca, and they have eight title Chief members on
6 the HCCC?

7 A. Well, their Nation has eight
8 titles.

9 611 Q. Their Nation has eight titles?

10 A. Yes.

11 612 Q. You'll agree with me no Chief from
12 the Seneca attended the meeting on April 2, 2022,
13 did they?

14 A. No.

15 613 Q. Under Haudenosaunee law, can one
16 Nation make decisions for another Nation?

17 A. The Nations collectively make
18 decisions. There is no one Chief that makes a
19 decision.

20 614 Q. Can the Mohawk Nation make a
21 decision for the Seneca Nation?

22 A. They can make a decision for the
23 Elder Brothers.

24 615 Q. Can they make a decision that
25 binds the Seneca Nation?

1 A. Yes.

2 616 Q. And where can you show me any law
3 that says the Senecas can be beholden to any other
4 Nation for its decisions?

5 A. When a Chief is condoled, they are
6 told their duties, and one of their duties is to
7 ride the bench, and the last five Senecas that we
8 stood up, they were to come to Grand River Council
9 and take their seats. It is the same with all the
10 other Nations.

11 If they don't, work still goes on. The
12 train doesn't stop.

13 617 Q. So --

14 A. There is no --

15 618 Q. So it is your evidence that to
16 make a decision that affects all Nations, all you
17 need is one Elder Brother, one Younger Brother and
18 one Firekeeper at any meeting, and they can bind
19 all Nations; is that what I get from your evidence?

20 A. Oh, I never said that, but that
21 could be.

22 619 Q. And under --

23 A. If one of the benches has nobody
24 sitting there, they won't hold Council. There has
25 to be somebody in those three benches to have a

1 Council.

2 620 Q. Yeah, well, you need someone from
3 the three benches, Mr. Doolittle, because that
4 provides a quorum, right? You can't --

5 A. No, no, no, you are telling me
6 something that is not true.

7 621 Q. And what can you point to me that
8 supports this position of Haudenosaunee law that
9 you can have a minimum of one Elder Brother, one
10 Younger Brother and one Firekeeper to make
11 decisions for all Haudenosaunee Nations?

12 A. I never said that.

13 622 Q. Because that is not true, is it?

14 A. Sure it is. What I told you is
15 true. As long as the three benches have somebody
16 in there, they can make -- they will make decisions
17 for all the Council.

18 623 Q. And they can do that without
19 anyone going to the Clan Mothers; is that your
20 evidence?

21 A. Well, it is the Clan Mothers' job
22 to make sure their Chief is there.

23 624 Q. So if a Clan Mother doesn't --
24 maybe she is working that day and doesn't decide to
25 send a Chief at an important meeting, you are

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

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?

1 A. I don't know.

2 634 Q. The --

3 A. When the -- go ahead.

4 635 Q. If we were to look at how things
5 work in the Clan system and the responsibility of
6 Clan Mothers, the responsibility of Chiefs and the
7 role of Clans, we have to look to the Great Law,
8 don't we?

9 A. That's right.

10 636 Q. We talked about, in the earlier
11 examination, the purchase of 243 Ontario of a
12 residential condominium in Toronto. Were you part
13 of that decision to buy a residential condominium
14 in Toronto for 243 Ontario?

15 A. Yes.

16 637 Q. Who else was involved in
17 purchasing that property?

18 A. Aaron Detlor.

19 638 Q. And who located that property?

20 A. I am not sure.

21 639 Q. Were you involved in going to
22 Toronto to look for a condominium property?

23 A. No.

24 640 Q. Did Aaron Detlor?

25 A. Yes.

1 641 Q. Aaron Detlor lives in Toronto?

2 A. No.

3 642 Q. Aaron Detlor has a residence in
4 Toronto?

5 A. No.

6 643 Q. Aaron Detlor used to live in
7 Toronto?

8 A. I don't know.

9 644 Q. Aaron Detlor works in Toronto?

10 A. Sometimes.

11 645 Q. Is HDI East for Aaron Detlor?

12 A. No.

13 646 Q. Is Aaron Detlor HDI East?

14 A. No.

15 647 Q. Is there any other member of HDI
16 that lives or works in Toronto on a full-time
17 basis?

18 A. No.

19 648 Q. When you looked at a residential
20 condominium in Toronto and this condominium, did
21 you or Mr. Detlor read the condominium documents to
22 see if this residential condominium association
23 would allow an office to be created in the
24 building?

25 A. I didn't.

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

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

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.

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

1 that has special privilege.

2 672 Q. I want to show you the list of
3 properties produced in this proceeding by your
4 Counsel. Have you seen this document before?

5 A. No, but I know what it is and I
6 understand what is written.

7 673 Q. Do you know who prepared this
8 document?

9 A. Probably our Finance Consultant
10 Rick Saul.

11 674 Q. We'll mark this list of properties
12 as Exhibit 5.

13 EXHIBIT NO. 5: Document entitled.
14 2438543 Ontario Inc. Real Property -
15 Ownership at February 1, 2023.

16 BY MR. KAUFMAN:

17 675 Q. When have you seen, first seen
18 Exhibit 5?

19 A. I first saw it?

20 676 Q. Yes.

21 A. Just now.

22 677 Q. Did Mr. Saul consult with you
23 before creating this document?

24 A. Well, I mean, it is a true
25 picture. No, he didn't consult with me.

1 678 Q. This shows properties have been
2 acquired by 243 Ontario since 2015; is that an
3 accurate statement?

4 A. Yes.

5 679 Q. Since 2015, have any properties
6 been acquired by 243 Ontario which have been used
7 for community housing?

8 A. No.

9 680 Q. Have any properties been acquired
10 by 243 Ontario since 2014 for the health, welfare
11 and benefit of the Haudenosaunee people?

12 A. Yes.

13 681 Q. Which properties?

14 A. All of them.

15 682 Q. How does farming, a farming
16 property at Pauline Johnson Road be a property for
17 the benefit, health and welfare of the
18 Haudenosaunee people?

19 A. They pay a lease to farm these
20 lands.

21 683 Q. So 243 owns the property and the
22 people benefit from a farmer's lease; that is your
23 evidence?

24 A. No, I didn't say they did -- that
25 is not what you asked me. But all of the money is

1 HCCC. All the property is Haudenosaunee. They
2 represent them.

3 Now, if they say, now we are going to
4 have a housing policy, let's just develop one, then
5 we would do something about housing. HCCC is not a
6 corporate entity that has been around for 200 years
7 or 100 years. Where do you think we got money
8 from? I'm sorry, I'm asking you a question. I
9 shouldn't.

10 684 Q. In 2015, the farm at Pauline
11 Johnson Road, that is still a farm eight years
12 later, isn't it?

13 A. Yes.

14 685 Q. And the only benefit has been it
15 has been leased out to a farmer; is that correct?

16 A. Well, that is what happens. I
17 don't know if it is a benefit or not. He benefits
18 from it, sure.

19 686 Q. Sorry?

20 A. Yes, he benefits. So does HDI,
21 HCCC.

22 687 Q. How does HDI and HCCC benefit?

23 A. Well, they are the ones that lease
24 the land, collect the funds.

25 688 Q. I want to go back to the April 2,

1 2022, meeting. In your Supplementary Affidavit of
2 Documents, you refer to a letter of Leroy Hill that
3 refers to information to be shared with Chiefs and
4 Clan Mothers on the email chain.

5 A. Yes.

6 689 Q. Were you copied on that email
7 chain?

8 A. Yes.

9 690 Q. Can you please produce that email
10 chain?

11 U/A MR. GILBERT: We'll take it under
12 advisement.

13 BY MR. KAUFMAN:

14 691 Q. Do you have a copy of that email
15 chain in your possession?

16 A. No, I don't.

17 692 Q. Will you --

18 A. It is a privileged email.

19 693 Q. It is referenced in your
20 affidavit, is it not?

21 A. Yes.

22 MR. GILBERT: It is referenced, but
23 there is a privilege attached. So not every
24 document that is referenced, if there is a
25 privilege, you get access to, so we'll take a look

1 at it and consider your request.

2 MR. KAUFMAN: Counsel, it does. When
3 you rely on it in an affidavit, there is a
4 principle you know called waiver.

5 MR. GILBERT: I don't think it applies.

6 MR. KAUFMAN: It, of course, applies to
7 privilege and I will show you my case on that.

8 MR. GILBERT: Well, you can do that,
9 and I will take a look at it carefully after the
10 examination.

11 BY MR. KAUFMAN:

12 694 Q. Thank you.

13 First of all, I'll break that down.
14 Will you provide to me in the email header the list
15 of recipients and the list of senders and the date
16 of that email chain, which is non-privileged
17 information.

18 U/A MR. GILBERT: I'll consider that. You
19 are calling it non-privileged. I don't know.

20 BY MR. KAUFMAN:

21 695 Q. Will you produce the list of
22 recipients and senders on that email chain apart
23 from any Counsel, lawyer/Counsel --

24 MR. GILBERT: Same answer.

25 MR. KAUFMAN: -- so it is

1 non-privileged. Well, consider doesn't mean
2 anything. Are you refusing --

3 U/A MR. GILBERT: I told you, I'll take a
4 look at it and get back to you in a reasonable
5 time, say in three days, and tell you whether we
6 are going to produce it or the basis of our
7 objection.

8 BY MR. KAUFMAN:

9 696 Q. Will you also produce the contents
10 of that email with the email header to show its
11 authenticity in full and/or, alternatively, by
12 redacting what you consider privileged information?

13 U/A MR. GILBERT: The same. We'll take it
14 all as part of the same request. Just put your
15 questions on.

16 BY MR. KAUFMAN:

17 697 Q. Thank you.

18 You say in your affidavit that you
19 observed that meeting on April 2, 2022, by Zoom
20 conference; correct?

21 A. Yes.

22 698 Q. You were an observer. Were there
23 any other observers at the April 2, 2022, meeting
24 other than yourselves by Zoom?

25 A. There was, but there was no roll

1 call made or attendance taken.

2 699 Q. No, but do you recall who else was
3 in attendance by Zoom at that meeting?

4 A. I don't.

5 700 Q. Was Mr. Detlor in attendance at
6 that meeting?

7 A. Yes.

8 701 Q. Was he there in attendance by Zoom
9 or at the meeting?

10 A. Everybody was -- everyone was by
11 Zoom.

12 702 Q. It was a Zoom meeting?

13 A. That is what we did during the
14 pandemic.

15 703 Q. And how long was that Zoom call?

16 A. Four hours, approximately.

17 704 Q. And you said this was a regular
18 standing meeting of the Council on a Saturday?

19 A. Yes.

20 705 Q. So what time did it start, what
21 time did it end?

22 A. Council starts at 10 o'clock, and
23 it has to be done by 5:00.

24 706 Q. And I take it in that time there
25 were a number of issues discussed?

1 A. Yes.

2 707 Q. And were you in attendance at the
3 whole meeting or only at the part involving whether
4 you would be getting involved in the litigation?

5 A. I was at the whole meeting.

6 708 Q. And was there an agenda set out
7 before the meeting?

8 A. There was, but I don't know what
9 it was.

10 709 Q. There was, but you don't know what
11 it was. What does that mean?

12 A. It means they shared amongst
13 themselves, the Chiefs and Clan Mothers and the
14 Secretary. We don't get them. We see them after
15 the fact sometimes.

16 710 Q. So it is my understanding that a
17 lot of Chiefs aren't technologically capable and
18 won't attend by Zoom; is that a fair statement?

19 A. No.

20 711 Q. So all Chiefs, like all 49 Chiefs
21 have Zoom capability; is that your evidence?

22 A. Somebody in their family has, and
23 that is who gets -- brings them on, whether it is a
24 niece, a nephew.

25 712 Q. I would just like to go back to a

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.

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

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.

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

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

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.

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11 -- Adjourned at 1:52 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 12th day of March, 2023.



NEESONS, A VERITEXT COMPANY

PER: DEANA SANTEDICOLA, RPR, CRR, CSR

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[today - understanding]

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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 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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SIX NATIONS OF THE GRAND
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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

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

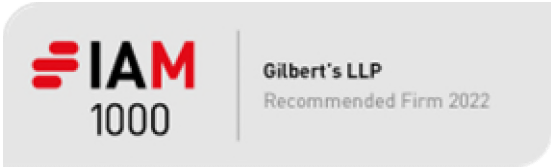
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Helen Miller
helenmiller@sixnations.ca

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

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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.

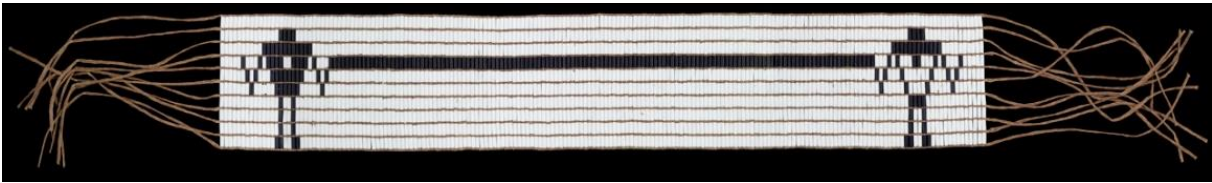
30. The nature of the relationship was that each group would maintain its own laws, customs, beliefs, traditions, and sovereignty, and that the two groups would respect one another's autonomy without interfering in one another's governance or belief.

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).

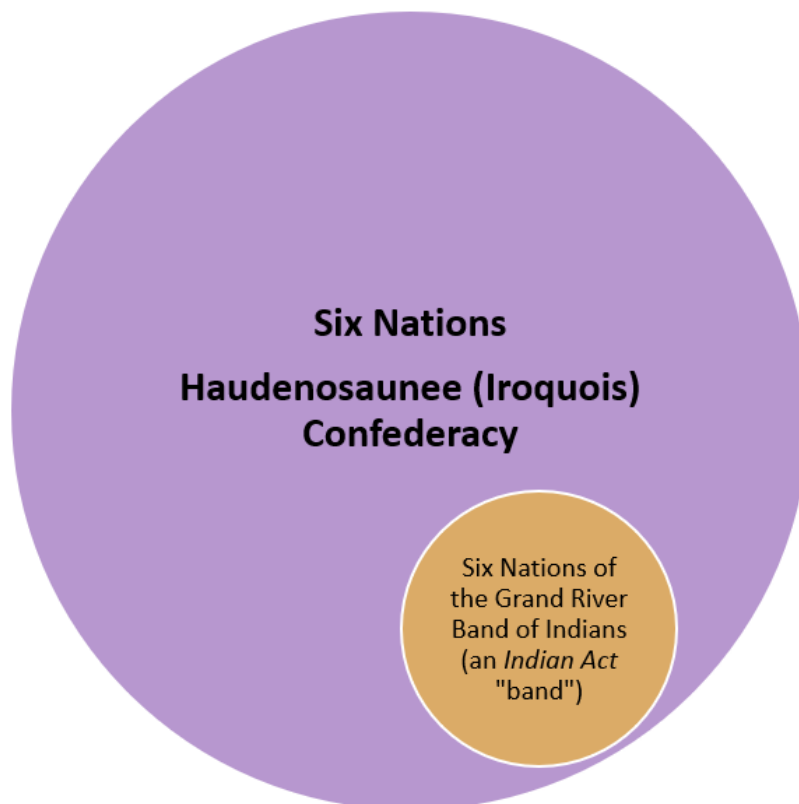
64. The litigation concerns the rights and interests of the Haudenosaunee, based on treaties and other agreements and obligations existing between the Haudenosaunee and the defendant Crowns. The litigation concerns collective rights and interests of the Haudenosaunee, not rights and interests confined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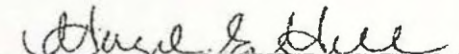
DECLARATION OF TRUST

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:

**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

**UNDERTAKINGS AND REFUSALS ON THE CROSS-EXAMINATION OF
BRIAN DOOLITTLE ON HIS AFFIDAVITS AFFIRMED JUNE 10 AND JULY 6, 2022
(EXAMINED ON MARCH 8, 2023)**

UT = undertaking; R = refusal

Examination by Plaintiff's Counsel

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
1.	30	157	R	To answer how much Mr. Doolittle is paid for his work as a Delegate of the Haudenosaunee Confederacy Chiefs Council (HCCC).	Refused/unanswered.
2.	30	159	R	To answer who is the highest paid person at the Haudenosaunee Development Institute (HDI).	Refused/unanswered.
3.	30	160	R	To answer how much the highest paid person at HDI is paid.	Refused/unanswered.
4.	43	222	R	To answer whether Mr. Doolittle has any reason to disagree with anything that was posted to the HCCC website.	Mr. Doolittle has no reason to believe financial information posted to https://www.haudenosauneeconfederacy.com is incorrect. The documents at Exhibit L to Ms. Miller's affidavit appear to be copies of the documents posted at https://www.haudenosauneeconfederacy.com/departments/haudenosaunee-development-institute/reports

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
5.	47-48	243-245	R	To provide a copy of the HCCC resolution authorizing HDI to participate in this litigation.	Please see attached Council minutes, redacted for privilege: BrianDoolittleHDI-UA2-2Apr2022CouncilMinutes_Redacted.PDF
6.	54-57	269-270	R	To answer where the text saying “Firekeepers added Cleve T. and Yogi W. to the Chiefs Negotiations Committee.” at the end of the indented text in paragraph 5 of Mr. Doolittle’s July 6, 2022 affidavit came from, and to the extent there is a separate document with that text, to produce the complete unredacted document.	See attached June 16, 2022 letter from <i>Hohahes</i> Leroy Hill, redacted for privilege: BrianDoolittleHDI-UA3-16Jun2022HillLetter_Redacted.PDF
7.	105	485	R	To answer whether it is fair to assume that Mr. Doolittle personally received a significant amount of HDI’s revenues over the years.	Refused/unanswered.
8.	105	486	R	To answer how much money Mr. Doolittle has received over the years from HDI.	Refused/unanswered.
9.	105	487	R	To answer how much money Mr. Detlor has received over the years from HDI.	Refused/unanswered.

Examination by Men’s Fire Counsel

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
10.	141	690	R	To produce the email chain between Chiefs and Clan Mothers referred to in the April 2, 2022 letter of Leroy Hill attached as Exhibit “A” to Mr. Doolittle’s July 6, 2022 affidavit.	Irrelevant. Overbroad. Privileged. Unduly onerous.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
11.	142- 143	694- 696	R	To provide the email header with the list of recipients and list of senders and the date of the email chain between Chiefs and Clan Mothers referred to in the April 2, 2022 letter of Leroy Hill attached as Exhibit "A" to Mr. Doolittle's July 6, 2022 affidavit, and/or the list of recipients and senders on the same email chain apart from any counsel, and/or the contents of the same email chain with the email header in full with privileged information redacted.	Irrelevant. Overbroad. Privileged. Unduly onerous.

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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.

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A P P E A R A N C E S:

IRIS ANTONIOS, Esq., for the Plaintiff

MAX SHAPIRO, Esq.,

GREGORY SHEPPARD, Esq.,

&

ROBERT JANES, Esq.,

TANIA MITCHELL, Esq., for the Defendant,

SARAH KANKO, Esq., Attorney General of

HASAN JUNAID, Esq.,

MYRA SIVALOGANATHAN, Esq.,

OWEN YOUNG, Esq.,

KATRINA LONGO, Esq.,

DAVID TORTELL, Esq., for the Defendant,

His Majesty the King

In Right of Ontario

TIM GILBERT, Esq., for the Moving Party,

THOMAS DUMIGAN, Esq., Haudenosaunee

COLIN CARRUTHERS, Esq., Development Institute

JEFFREY KAUFMAN, Esq., for the Intervenor,

LIAM GERRY, Esq., The Men's Fire of the

Grand River Territory

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Also Present: Tayler Hill, Lonny Bomberry
Shawayne Williams, Student-at-Law,
Gilbert's

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5773592

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I N D E X

WITNESS: COLIN MARTIN

PAGES

CROSS-EXAMINATION BY MR. JANES..... 6 - 41

**The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T
and appear on the following pages: [None]

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are
noted by U/A and appear on the following pages:
[None]

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and
appear on the following pages: [None]

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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
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	[No Exhibits Marked]	
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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

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?

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

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.

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.

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?

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?

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

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?

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.

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

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.

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

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.]

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

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 [...]"

1 So is it that the Haudenosaunee
2 External Relations Committee is the crisis
3 committee?

4 A. It is not labelled as that, but we
5 can be called in to assist where we can.

6 103 Q. Okay. Now, anyways, as a part of
7 the Haudenosaunee External Relations Committee, I
8 take it this role requires you to be knowledgeable
9 about proper relations between the Haudenosaunee
10 Confederacy and Canada?

11 A. As much as I can, yes.

12 104 Q. And that would involve
13 understanding what the proper relationship between
14 the Haudenosaunee Confederacy and the Federal
15 Government should be?

16 A. Yes, sir.

17 105 Q. And what the proper relationship
18 between the Haudenosaunee Confederacy and the
19 Provincial Government should be?

20 A. Yes, sir.

21 106 Q. And likewise, the relationship
22 with the municipal governments?

23 A. Yes, sir.

24 107 Q. And I also take it that you would
25 be conscious of what the proper relationship

1 between the Haudenosaunee Confederacy and the
2 Canadian Court system should be?

3 A. Yes, sir.

4 108 Q. And I take it that from the
5 perspective of the Haudenosaunee Confederacy, the
6 Canadian Courts are viewed as being a colonial
7 institution; correct?

8 A. That's correct.

9 109 Q. They are not a Haudenosaunee
10 institution?

11 A. No, sir.

12 110 Q. And at paragraph 19, you talk
13 about improper interference with Haudenosaunee
14 internal affairs; is that fair?

15 A. I don't see the word "improper" in
16 19, no.

17 111 Q. "Unwelcomed" is the word.

18 A. Yes, that's correct.

19 112 Q. And so I take it that part of your
20 job being on the Haudenosaunee External Relations
21 Committee is actually to watch out for what you
22 call unwelcomed social, cultural, political and
23 economic interference with the Haudenosaunee
24 Confederacy from Canada, for example?

25 A. Yes, sir, that's correct.

1 113 Q. And I take it that the fundamental
2 principle that underpins the Haudenosaunee
3 perspective on the proper relationship between
4 Canada and the Haudenosaunee is that the Canadian
5 government should not interfere with Haudenosaunee
6 affairs; is that a fair way of putting it?

7 A. Yes, that's correct.

8 114 Q. And --

9 MR. CARRUTHERS: Mr. Janes, you are
10 asking for the witness's perspective?

11 MR. JANES: The Haudenosaunee
12 Confederacy's perspective.

13 MR. CARRUTHERS: And, sorry --

14 BY MR. JANES:

15 115 Q. I take it, Mr. Martin, you are
16 required to be aware of what the perspective of the
17 Haudenosaunee Confederacy on these matters is,
18 aren't you?

19 A. I can't speak for the Confederacy,
20 but I am aware of a perspective that exists, yes.

21 116 Q. Yes, and that is the perspective,
22 I would suggest to you, that is articulated by the
23 Haudenosaunee Confederacy Chiefs Council?

24 A. Yes, sir.

25 117 Q. And I take it when we talk about

1 this concept of unwelcome interference by Canadian
2 institutions, that includes unwelcome interference
3 by the Canadian Courts, doesn't it?

4 A. Yes.

5 118 Q. And I take it that if we look at
6 some examples of things that would be viewed as out
7 of bounds for the Canadian Courts, I am going to
8 suggest to you the Haudenosaunee perspective is
9 that Canadian Courts have no role in determining
10 who is a Grand Chief?

11 A. None whatsoever.

12 119 Q. Canadian Courts have no role in
13 determining if a Confederacy Chiefs Council was
14 properly held?

15 A. That's correct.

16 120 Q. Canadian Courts have no role in
17 determining if a Confederacy Chief acted properly
18 in accordance with Haudenosaunee law?

19 A. That's correct.

20 121 Q. Canadian Courts have no roles in
21 demanding records from the Confederacy Chiefs
22 Council?

23 A. That's correct.

24 122 Q. Canadian Courts have no role in
25 determining whether a Confederacy Chiefs Council

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?

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

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?

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.

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 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?

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

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

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

1 relationship; correct?

2 A. That's correct.

3 163 Q. And that, I would suggest, is
4 characterized in your mind by it being through
5 diplomatic processes; is that fair?

6 A. That's correct.

7 164 Q. And those would be characterized
8 by discussions between Canada and the Haudenosaunee
9 Confederacy?

10 A. Yes.

11 165 Q. Or negotiations?

12 A. Yes, that's correct.

13 166 Q. And I am going to suggest to you
14 that the Haudenosaunee Confederacy position is that
15 it will not allow issues with Canada to be resolved
16 in a Canadian Court; is that fair?

17 A. That's fair.

18 167 Q. So the Haudenosaunee Confederacy
19 Chiefs will not bring a claim against Canada in a
20 Canadian Court?

21 A. Not willingly, no.

22 168 Q. So in terms of bringing their own
23 claims, they won't bring them to a Canadian Court?

24 A. I would have to say no on that.

25 169 Q. And in a sense are you disagreeing

1 with me or agreeing with me?

2 A. I am agreeing with you.

3 170 Q. Right, and the same would be said
4 of a dispute with Ontario, for example?

5 A. Yes, that's correct.

6 171 Q. And I am going to suggest to you
7 that the view of the Haudenosaunee Confederacy is
8 that it is inappropriate for a sovereign nation to
9 submit its claims to the Courts of a different
10 sovereign; is that fair?

11 A. That is fair.

12 172 Q. And I take it that fundamentally,
13 the perspective of the Haudenosaunee Confederacy is
14 that the Haudenosaunee Confederacy Chiefs are not
15 bound by Canadian Courts?

16 A. That is correct.

17 173 Q. And I am going to suggest to you
18 it would be contrary to Haudenosaunee law for the
19 Haudenosaunee Confederacy Chiefs to submit to the
20 judgment of a Canadian Court?

21 A. That's correct.

22 174 Q. It would be contrary to the duties
23 of the Haudenosaunee Confederacy Chiefs to submit
24 to the judgment of a Canadian Court?

25 A. That's correct.

1 175 Q. Okay. Now, I want to move on to
2 paragraph 23 of your affidavit, and I just want to
3 make sure I am clear about a few terms here. Just
4 before the map, you say -- you use the words
5 "depicts discrete Haudenosaunee Territories today";
6 is that correct?

7 A. Yes, that is correct.

8 176 Q. And you refer to them as
9 "discrete" because they are physically separated;
10 is that right?

11 A. That's correct.

12 177 Q. So what is being referred to there
13 are the individual blue dots with labels on them;
14 is that correct?

15 A. That's correct.

16 178 Q. And they may be purple dots. It
17 is not entirely --

18 A. Well, it is blue on mine, so yes,
19 that's correct.

20 179 Q. And just to be clear, the shaded
21 areas are -- the unlabelled shaded area is New York
22 State; is that correct?

23 A. Yes, that is correct.

24 180 Q. And then we see Oklahoma is where
25 the Seneca Cayuga Tribe is located?

1 A. Yes.

2 181 Q. And the Oneida Tribe is located in
3 Wisconsin -- or one of the Oneida Tribes is located
4 in Wisconsin; correct?

5 A. Yes, that is correct, yes.

6 182 Q. And these dots you have labelled
7 with various names, but I take it they also
8 correspond to the location of Reserves that are
9 held for the various Bands or Tribes that we talked
10 about earlier?

11 A. Yes, that's correct.

12 183 Q. And that is as shown in the table
13 at paragraph 25, I think?

14 A. Yes.

15 184 Q. I just want to talk about a few of
16 these, just to be clear about it. So the area
17 marked "Six Nations" is the Six Nations Reserve of
18 the Grand River -- excuse me, the area marked "Six
19 Nations" is the Six Nations of the Grand River?

20 A. Yes, that's correct.

21 185 Q. And it marks the current location
22 of the Six Nations Reserves?

23 A. Yes, that's correct. These
24 are --

25 186 Q. And the area marked "Wahta" is the

1 location of the Wahta Mohawk Band?

2 A. Yes, that's correct.

3 187 Q. And this was a community created
4 when the government attempted to relocate Mohawks
5 from Kahnawake?

6 A. I don't know the history on that,
7 but I can't confirm or deny that.

8 188 Q. They have an Elected Council;
9 correct?

10 A. Yes, they do.

11 189 Q. And the area marked "Tyendinaga"
12 is the location of the Mohawks of the Bay of
13 Quinte?

14 A. Yes, that's correct.

15 190 Q. Am I right that this was a
16 community founded by John Deseronto following the
17 American Revolutionary War?

18 A. I am not sure on that.

19 191 Q. Okay. And they currently have an
20 Elected Council; correct?

21 A. That is correct, yes.

22 192 Q. We have talked about Akwesasne.
23 The Seneca Cayuga Nation located at Oklahoma, I
24 take it they were relocated there in the mid 19th
25 century?

1 A. I am not sure of the date.

2 193 Q. But they were relocated; is that
3 correct?

4 A. That's correct, yes.

5 194 Q. This was part of the push by
6 Andrew Jackson to move Indigenous people out of the
7 Eastern United States?

8 A. I can't answer that. I don't
9 know.

10 195 Q. Okay. And in terms of what these
11 Indian Act or American Tribes do, they do each have
12 their own rules about who is entitled to hold land
13 on their Reserves?

14 A. I would presume so, yes.

15 196 Q. And who is entitled to receive
16 housing on their Reserves?

17 A. I would presume so, yes.

18 197 Q. And in terms of their rules, they
19 just don't allow anybody to come and move on to
20 their lands; is that fair?

21 MR. CARRUTHERS: Just to clarify, who
22 is "they", Mr. Janes?

23 BY MR. JANES:

24 198 Q. The individual Indian Act or
25 Tribal entities that we have been talking about.

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

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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

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WITNESS: STEFAN MATIATION
EXAMINATION BY: Mr. Janes.....5

The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose.

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by
U/T and appear on the following page/line:
None.

INDEX OF ADVISEMENTS

The questions/requests taken under advisement
are noted by a U/A and appear on the following
page/line: None.

INDEX OF REFUSALS

The questions/requests refused are noted by R/F
and appear on the following page/line: None.

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1 --- UPON COMMENCING AT 10:04 A.M.

2 STEFAN MATIATION: AFFIRMED.

3 EXAMINATION BY MR. JANES:

4 1 Q. Mr. Matiation, you're here today
5 as a result of a Notice of Examination being
6 sent to you. Is that correct?

7 A. That's correct.

8 2 Q. And just take a quick look at
9 that. Is that the Notice of Examination?

10 A. Yes, this is the one.

11 3 Q. So can we mark that as Exhibit 1,
12 please.

13 EXHIBIT NO. 1: Notice of Examination
14 to Stefan Matiation.

15 BY MR. JANES:

16 4 Q. Could you give me a description
17 of your current position with the federal
18 government?

19 A. Yes. I'm the directed general of
20 specific claims. So I'm responsible for the
21 branch that -- I'm responsible for the specific
22 claims program within the Crown indigenous
23 relations.

24 5 Q. And your position before that, I
25 gather was with the Department of Justice?

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 6 Q. And what does Aboriginal Law
7 Centre mean?

8 A. It's just the name of the team
9 really.

10 7 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 8 Q. And that would include knowledge
17 -- would that include specific claims?

18 A. No, it didn't.

19 9 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.

1 10 Q. So treaty rights claims, for
2 example?

3 A. Well, Section 35 related in
4 general.

5 11 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 12 Q. And I presume that you are a
10 lawyer?

11 A. I am.

12 13 Q. And are you presently a
13 practicing lawyer?

14 A. No, I'm not.

15 14 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 15 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

1 government. Is that correct?

2 A. Correct.

3 16 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 17 Q. And one type of claim that can be
8 brought is a claim for the loss of reserve land?

9 A. Correct.

10 18 Q. And likewise, claims for the
11 failure to set aside reserve land?

12 A. Yes.

13 19 Q. And also claims for reserve land
14 being illegally alienated?

15 A. Yes.

16 20 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 21 Q. It would also include claims with
23 respect to reserve land lost to flooding?

24 A. Yes.

25 22 Q. And I take it, that specific

1 claims will also address issues with respect to
2 the mismanagement or loss of Indian monies?

3 A. Correct.

4 23 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 24 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 25 Q. You do not deal with aboriginal
23 title claims?

24 A. Correct.

25 26 Q. And you do not deal with claims

1 such as hunting right claims?

2 A. That's correct.

3 27 Q. Fishing right claims?

4 A. Correct.

5 28 Q. Let me ask you the question so
6 it's clear on the record.

7 A. Oh, sorry.

8 29 Q. It was my mistake, not yours.

9 You do not deal with claims involving
10 fishing right claims?

11 A. Correct.

12 30 Q. And you do not deal with claims
13 involving mobility rights?

14 A. Correct.

15 31 Q. And I'm going to talk now a
16 little bit about how the specific claims process
17 works. This is a process that starts outside of
18 any court process, correct?

19 A. Correct.

20 32 Q. And it involves, as a first step,
21 a claimant group filing a claim with the
22 specific claims branch?

23 A. Correct.

24 33 Q. And I take it there's an initial
25 period where there's an examination of whether

1 or not the claim is in a satisfactory form?

2 A. That's correct.

3 34 Q. And I take it, that unlike a
4 court case, which just starts with a Statement
5 of Claim, typically a specific claim will start
6 with substantially more information. Is that
7 fair?

8 A. I think it might depend. But
9 typically, it would start with enough
10 information to enable an assessment of the
11 claim.

12 35 Q. Right. And I'm going to suggest
13 to you that typically, at least it will start
14 with some kind of a description of the claim
15 provided by the Nation?

16 A. Correct.

17 36 Q. And it will also then include
18 typically, sort of, evidentiary material such as
19 historical reports, correct?

20 A. Correct.

21 37 Q. Or historical documents?

22 A. Correct.

23 38 Q. And sometimes will include legal
24 arguments with respect to why the claim is
25 substantiated?

1 A. Correct, yes.

2 39 Q. And then after this initial
3 process where there's an evaluation of whether
4 the claim is in the satisfactory form, I take
5 it, then it moves on to a process where the
6 specific claims branch assesses the claim?

7 A. Correct, yes.

8 40 Q. And I take it what that involves
9 is an assessment of the evidence and the law to
10 determine whether or not a claim for, I think
11 the term that's used, a breach of legal
12 obligation has been made out?

13 A. That's correct. A "breach of
14 lawful obligation" is how it's typically put.

15 41 Q. And based upon that analysis, a
16 decision is made by the Government of Canada as
17 to whether to negotiate with a First Nation or
18 advise them that they will not proceed to
19 negotiations?

20 A. It's a decision of the Minister
21 of Crown Indigenous Relations on behalf of the
22 government.

23 42 Q. On the basis of advice from the
24 specific claims branch and, I presume, the
25 Department of Justice?

1 A. Correct.

2 43 Q. And I take it that there is then
3 an independent process if a First Nation
4 disagrees with an assessment not to proceed to
5 negotiations where that decision can be
6 challenged in the specific claims tribunal?

7 A. That's correct, yes.

8 44 Q. But if an assessment is made that
9 there has been a breach of lawful obligation and
10 the Minister concurs with that, then a proposal
11 is made to the First Nation to move on to
12 negotiations?

13 A. An offer is made to negotiate.

14 45 Q. An offer is made to negotiate. I
15 just want to be clear about this.

16 When offers are made to negotiate,
17 it's premised on there being an assessment that
18 there has been a breach of lawful obligation?

19 A. It's based on an assessment that
20 there is a sufficient risk that there's been a
21 breach and the offer is made on a "without
22 prejudice" basis.

23 46 Q. And then there's a process of
24 negotiation?

25 A. Correct.

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

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

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

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

1 Simcoe Deed.

2 A. I --

3 64 Q. You can consult with your counsel
4 on that point about the proper name if you want
5 to. You don't know?

6 A. My recollect -- I mean, I've
7 always just thought of it as the Culbertson
8 Tract Claim, to be honest.

9 65 Q. But I take it this is a case that
10 involved an alleged alienation of reserve land?
11 I think it's about 923.4 acres, correct?

12 A. Correct.

13 66 Q. And this claim predates
14 Confederation, doesn't it?

15 A. Correct.

16 67 Q. And I take it this claim was not
17 filed by the Haudenosaunee Confederacy?

18 A. Correct.

19 68 Q. It was not filed by the
20 Haudenosaunee Development Inc.?

21 A. Correct.

22 69 Q. And I understand that Canada has
23 reached a partial settlement of that claim?

24 A. Correct.

25 70 Q. And as I understand, the partial

1 settlement involves a smaller tract of the land
2 being returned to the Mohawks of the Bay of
3 Quinte?

4 A. Correct.

5 71 Q. I take it probably what this
6 involves is money from Canada which has been
7 used to acquire land which will then go to the
8 additions to reserve process?

9 A. This one is a little bit of a
10 unique scenario. It involves Ontario, as well
11 as being engaged in the process of getting the
12 land to the First Nation. And it's about a
13 one-third portion of that Culbertson Tract area.

14 72 Q. And I take it that this was a --
15 this settlement required a ratification by a
16 community vote?

17 A. Correct.

18 73 Q. And I take it this was a vote of
19 the Mohawks of the Bay of Quinte?

20 A. Correct.

21 74 Q. It was not a vote of the
22 Haudenosaunee Confederacy?

23 A. Correct.

24 75 Q. And the partial settlement was
25 not subject to approval by the Haudenosaunee

1 Confederacy?

2 A. Correct.

3 76 Q. It was not subject to approval by
4 the Haudenosaunee Confederacy Chiefs Council?

5 A. Correct.

6 77 Q. And it was not subject to
7 approval by the Haudenosaunee Development
8 Institute?

9 A. Correct.

10 78 Q. And I understand the ratification
11 vote was successful?

12 A. Correct.

13 79 Q. And based on that successful
14 ratification, the agreement has gone on to be
15 signed?

16 A. Correct.

17 80 Q. And I take it you're in the
18 process of implementation now?

19 A. Correct.

20 81 Q. And I take it that no release was
21 required to complete this process from the
22 Haudenosaunee Confederacy?

23 A. Correct.

24 82 Q. There was no release required
25 from the Haudenosaunee Confederacy Chiefs?

1 A. Correct.

2 83 Q. There was no release required
3 from the Haudenosaunee Development Institute?

4 A. Correct.

5 84 Q. And the Haudenosaunee Confederacy
6 did not challenge this partial settlement to
7 your knowledge?

8 A. Not to my knowledge.

9 85 Q. I'm going to suggest to you that
10 if a court case, for example, were brought to
11 challenge the settlement, this would be brought
12 to your attention?

13 A. Correct.

14 86 Q. That would be an important event?

15 A. Yes, it would be.

16 87 Q. Yes. And likewise, the
17 Haudenosaunee Confederacy Chiefs have not
18 challenged this partial settlement?

19 A. Not to my knowledge.

20 88 Q. And the Haudenosaunee Development
21 Inc. has not challenged it? Excuse me. I've
22 said the Haudenosaunee Development Inc. I think
23 it's actually the Haudenosaunee Development
24 Institute.

25 MS. MITCHELL: Institute, yes.

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.

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?

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.

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

1 and paid out.

2 115 Q. The money has been paid to --

3 A. Correct.

4 116 Q. -- to Akwesasne?

5 A. Yeah.

6 117 Q. The money wasn't paid to anybody
7 other than Akwesasne?

8 A. Correct.

9 118 Q. You didn't send any cheques to
10 the Haudenosaunee Confederacy?

11 A. No, we did not.

12 119 Q. You did not send any cheques to
13 the Haudenosaunee Development Institute?

14 A. No.

15 120 Q. You did not send any cheques to
16 the Haudenosaunee Confederacy Chiefs?

17 A. No.

18 121 Q. And likewise, again - and I'm
19 sorry that these questions are somewhat
20 repetitive, but we've got to work through them -
21 this settlement did not require approval of the
22 Haudenosaunee Confederacy?

23 A. Correct.

24 122 Q. This settlement did not require
25 approval of the Haudenosaunee Confederacy

1 Chiefs?

2 A. Correct.

3 123 Q. And this settlement did not
4 require approval of the Haudenosaunee
5 Development Institute?

6 A. Correct.

7 124 Q. And Canada did not require
8 releases from any of these three entities?

9 A. Correct.

10 125 Q. And to the best of your
11 knowledge, the Haudenosaunee Confederacy has not
12 challenged the settlement?

13 A. Correct.

14 126 Q. The Haudenosaunee Confederacy
15 Chiefs have not challenged the settlement?

16 A. Correct.

17 127 Q. And the Haudenosaunee Development
18 Institute has not challenged the settlement?

19 A. Not to my knowledge.

20 128 Q. Can we mark this document
21 labelled - I'm going to just use the English
22 part of the names - the Dundee Claim Settlement
23 Agreement, simple language, as the next exhibit.

24 EXHIBIT NO. 2: Dundee Claim
25 Settlement Agreement.

1 BY MR. JANES:

2 129 Q. And I realize I failed to do all
3 of my assignments in the first part of these
4 questions. I just want to just show you this
5 document.

6 Have you seen this document before?

7 A. No, I haven't.

8 130 Q. Can you take a moment and just
9 read through it. And particularly what I'd like
10 you to look at is the map on the first page, and
11 then the description in the first full paragraph
12 of the second page.

13 MS. MITCHELL: Can I get a copy?

14 MR. JANES: Absolutely.

15 MS. MITCHELL: Thank you.

16 MR. JANES: This is going to be the
17 next line of questions, and I'll come back the
18 Tyendinaga settlement.

19 THE WITNESS: Okay.

20 (Reporter seeks clarification.)

21 MR. JANES: Sorry. Mohawks of the Bay
22 of Quinte settlement.

23 MS. MITCHELL: But you haven't seen
24 this before, right Stefan.

25 THE WITNESS: No, I haven't.

1 BY MR. JANES:

2 131 Q. I'm going to ask you a few
3 questions about the document, and then we'll
4 figure out what we are going to do from there.

5 A. Okay.

6 132 Q. I take it another specific claim
7 that has been bought is by the Mohawks of
8 Akwesasne?

9 A. Yes.

10 133 Q. And this claim -- this is a
11 separate claim called the "Kawehno:ke Claim,"
12 and I'm undoubtedly doing the pronunciation
13 terribly, but that's spelled K-A-W-E-H-N-O,
14 colon, K-E Claim?

15 A. Correct.

16 134 Q. This is different than the Dundee
17 Claim?

18 A. Correct.

19 135 Q. And I take it this was a claim
20 for inadequate compensation for the alienation
21 of reserve land?

22 A. Correct.

23 136 Q. And a failure to obtain revenues
24 from reserved land for certain periods of time?

25 A. To the best of my knowledge, yes.

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

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.

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:

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 --

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:

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.

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.

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

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

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.

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.

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,

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.

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?

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?

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?

1 A. Correct.

2 223 Q. And would you have been part of
3 looking -- would you have been part of the
4 specific claims branch or involved in advising
5 the specific claims branch when any of these
6 negotiations were happening?

7 A. No, I wasn't.

8 224 Q. Have you, as a part of your work
9 in specific claims branch, had to deal with
10 other claims dealing with the Robinson-Huron
11 Treaty?

12 A. Yes.

13 225 Q. Are you familiar with the text of
14 the Robinson-Huron Treaty?

15 A. Not off the top of my head.

16 226 Q. Have you read it?

17 A. Possibly in the past.

18 227 Q. I'm going to show you from the
19 Government of Canada website, the documents
20 that's described as the text of the
21 Robinson-Huron Treaty. And maybe before you
22 torture yourself in reading all of it, let me
23 just see if we can agree on a few things.

24 I take it that we have a situation
25 here where there is one treaty, correct, that

1 covers several bands?

2 A. Correct.

3 228 Q. And under the Treaty, there are
4 reserves set aside for different groups,
5 correct?

6 A. Correct.

7 229 Q. And so even though there's one
8 treaty, we end up with different bands having
9 different reserves, correct?

10 A. Correct.

11 230 Q. So when we see a claim being
12 brought, and I take it settled by, for example,
13 Michipicoten, the ratification process engages
14 Michipicoten, correct?

15 A. Correct.

16 231 Q. It does not, for example require
17 a vote of all of the Robinson-Huron bands to
18 approve the sentiment?

19 A. The only scenario where that
20 might occur if there was some joint claim
21 between two bands.

22 232 Q. So the focus is that if you have
23 a band where you have a reserve for that band,
24 the approval is obtained from that band, not
25 from the entire collectivity of the people

1 who've signed or who are beneficiaries of the
2 Robinson-Huron Treaty?

3 A. Correct.

4 233 Q. Just taking a look at that, does
5 this look like the text of the Robinson-Huron
6 Treaty as the Government of Canada understands
7 it to be?

8 A. Yes, it does.

9 234 Q. It actually has a convenient
10 Government of Canada flag at the top and
11 Government of Canada label there, correct?

12 A. Yes.

13 235 Q. And this is a pre-Confederation
14 treaty?

15 A. Correct.

16 236 Q. Signed in 1850. I think it's
17 right at the top of the page.

18 A. Yes, correct.

19 237 Q. Can we mark this as the next
20 exhibit?

21 MS. MITCHELL: Sure.

22 EXHIBIT NO. 6: Copy of Robinson-Huron
23 Treaty.

24 MR. JANES: Can I just have a few
25 moments to confer with my colleagues?

1 MS. MITCHELL: Of course.

2 -- OFF THE RECORD DISCUSSION AT 10:47 A.M.

3 -- RESUME AT 10:48 A.M.

4 BY MR. JANES:

5 238 Q. Well, from my point of view, you
6 are a free man.

7 MS. MITCHELL: Hey, look at that.

8 THE WITNESS: Thanks.

9 MR. JANES: Well, your counsel may
10 have re-examination.

11 MS. MITCHELL: No. We are good.

12 MR. JANES: And, of course, our
13 friends at the end of the table may have
14 questions.

15 MR. MACDONALD: No.

16 MR. JANES: Okay.

17 THE WITNESS: Okay. Thank you.

18 (Whereupon this examination concludes
19 at 10:49 A.M.)

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REPORTER'S CERTIFICATE

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

[1 - 2004]

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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 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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TO: DEPARTMENT OF JUSTICE

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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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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

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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]

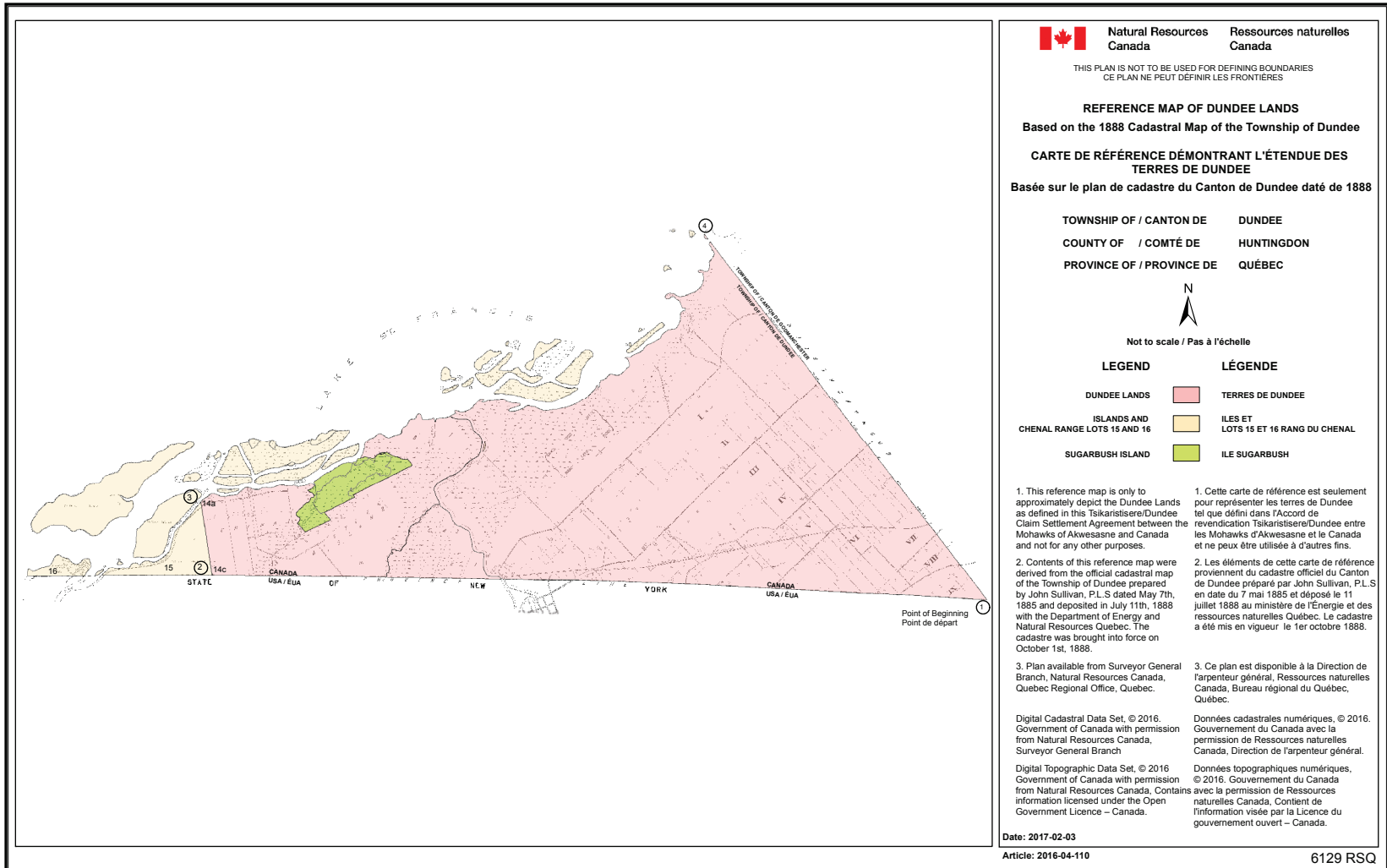
Joyce Bastien, C.L.S., Q.L.S.

Surveyor General Branch, Natural Resources Canada

June 5th 2018

SCHEDULE 2 - DESCRIPTION & REFERENCE MAP OF DUNDEE LANDS

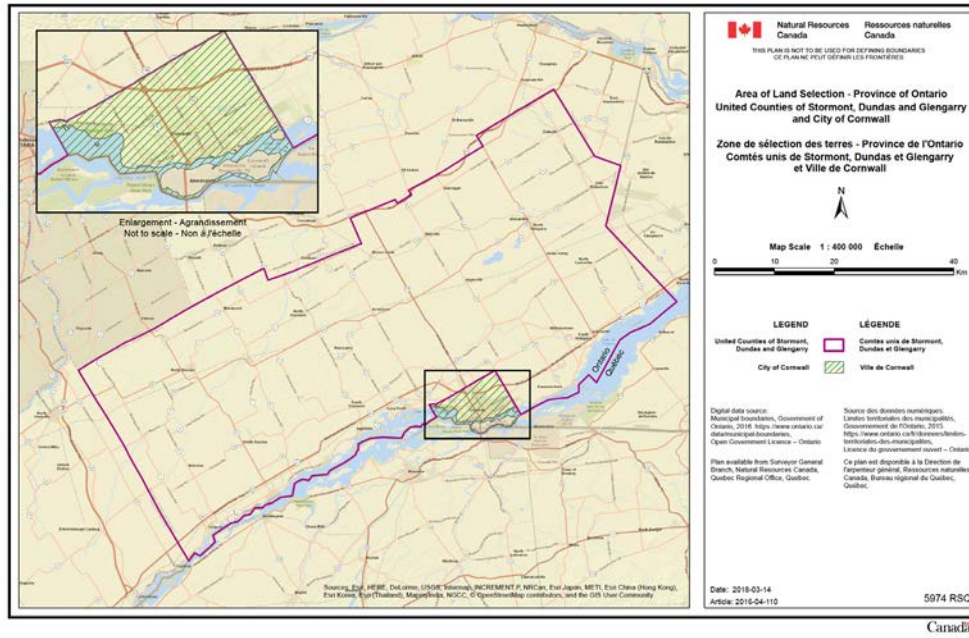
Schedule 2 — Description & Reference Map of Dundee Lands



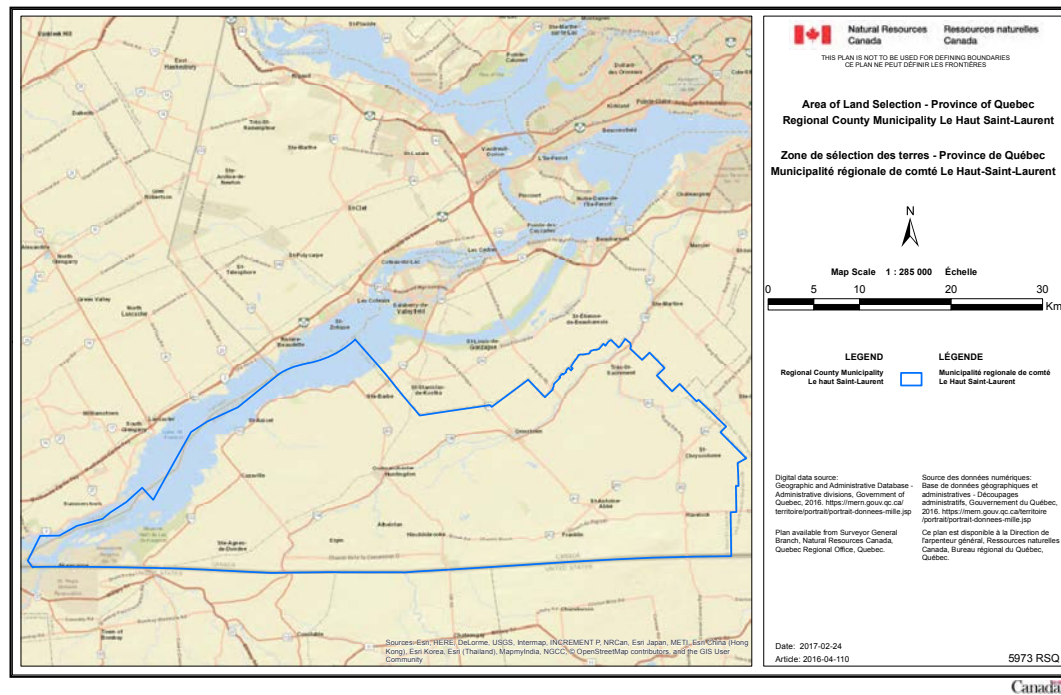
6129 RSQ
 Canada

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





Mohawk Council of Akwesasne

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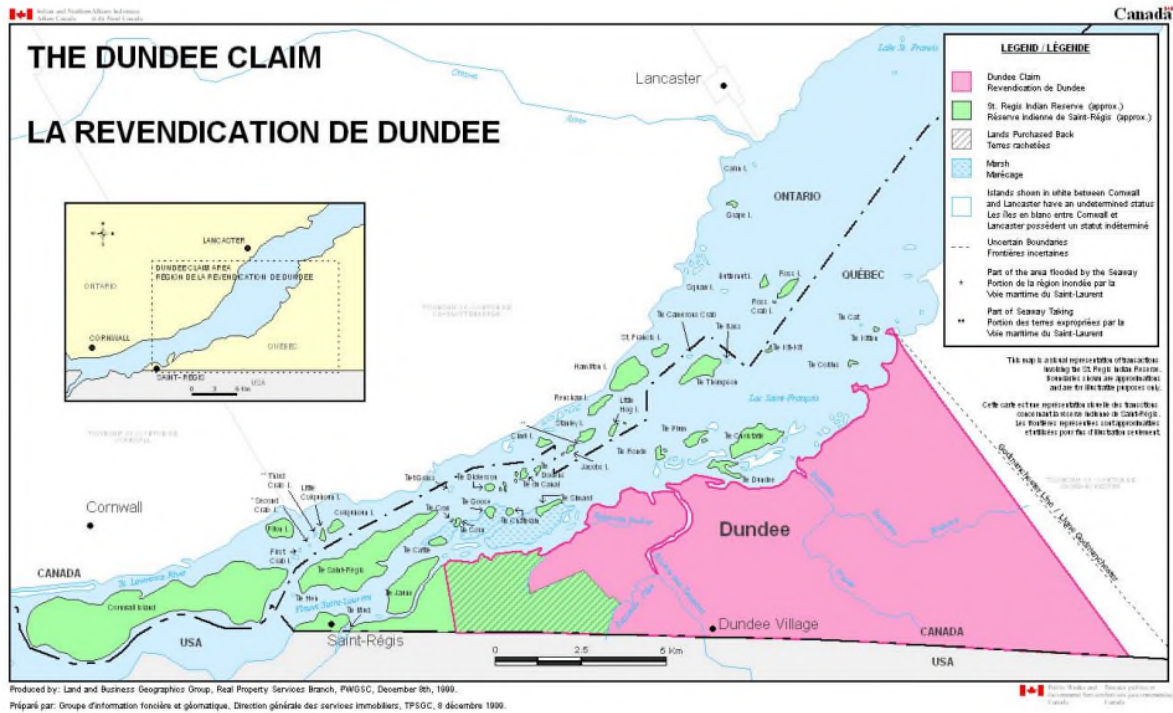
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Land Claims



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

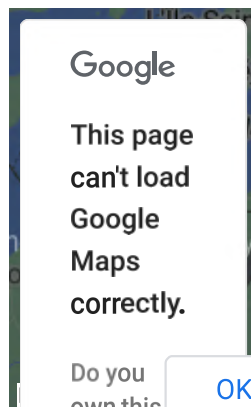
“With a good mind it is our responsibility to protect and exercise our inherent rights while creating sustainable partnerships and building a strong community for future generations.”

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



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	<p>Other Claim in Active Litigation</p> <p>Alleged failure to compensate for certain islands in the Grand River and claim to the bed of the Grand River in 1784.</p>	<p>- Date Litigation Became Active : 1995/03/24</p>
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Burtch Tract	<p>Other Claim in Active Litigation</p> <p>Alleged invalid surrender in 1841 of 5,223 acres in Brantford township.</p>	<p>- Research Start Date : 1993/02/01 - Date Litigation Became Active : 1995/03/24</p>
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Canby - Block 6	<p>Other Claim in Active Litigation</p> <p>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.</p>	<p>- Research Start Date : 1992/04/15 - Date Litigation Became Active : 1995/03/24</p>
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Cayuga	<p>Other Claim in Active Litigation</p> <p>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.</p>	<p>- Research Start Date : 1994/07/01 - Date Litigation Became Active : 1995/03/24</p>
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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>	<p>- Research Start Date : 1993/10/13 - Date Litigation Became Active : 1995/03/24</p>
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>	<p>- Date Litigation Became Active : 1995/03/24</p>
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>	<p>- Date Litigation Became Active : 1995/09/21</p>



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>	<p>- Research Start Date : 1994/06/21 - Date Litigation Became Active : 1995/03/24</p>
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>	<p>- Research Start Date : 1993/10/15 - Date Litigation Became Active : 1995/03/24</p>
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>	<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</p>



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	<p>Other Claim in Active Litigation</p> <p>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.</p>	<ul style="list-style-type: none"> - Research Start Date : 1993/10/10 - Date Litigation Became Active : 1995/03/24
Moulton Township	<p>Other Claim in Active Litigation</p> <p>Alleged 30,100 acres in Moulton Township were sold, in 1807, without a surrender.</p>	<ul style="list-style-type: none"> - 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	<p>Other Claim in Active Litigation</p> <p>Alleged invalid surrender of oil and gas May 1925 and breach of fiduciary duty in the administration of exploration and distribution leases.</p>	<ul style="list-style-type: none"> - Date Litigation Became Active : 1995/03/24
Oneida Township	<p>Other Claim in Active Litigation</p> <p>Alleged invalid surrender of entire Oneida township in 1841.</p>	<ul style="list-style-type: none"> - Date Litigation Became Active : 1995/03/24
Onondaga Township	<p>Other Claim in Active Litigation</p> <p>Alleged that 2000 acres in Onondaga township were not lawfully surrendered in 1841.</p>	<ul style="list-style-type: none"> - 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

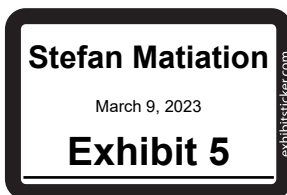


Specific Claims Branch Status Report on Specific Claims

ONTARIO (28)

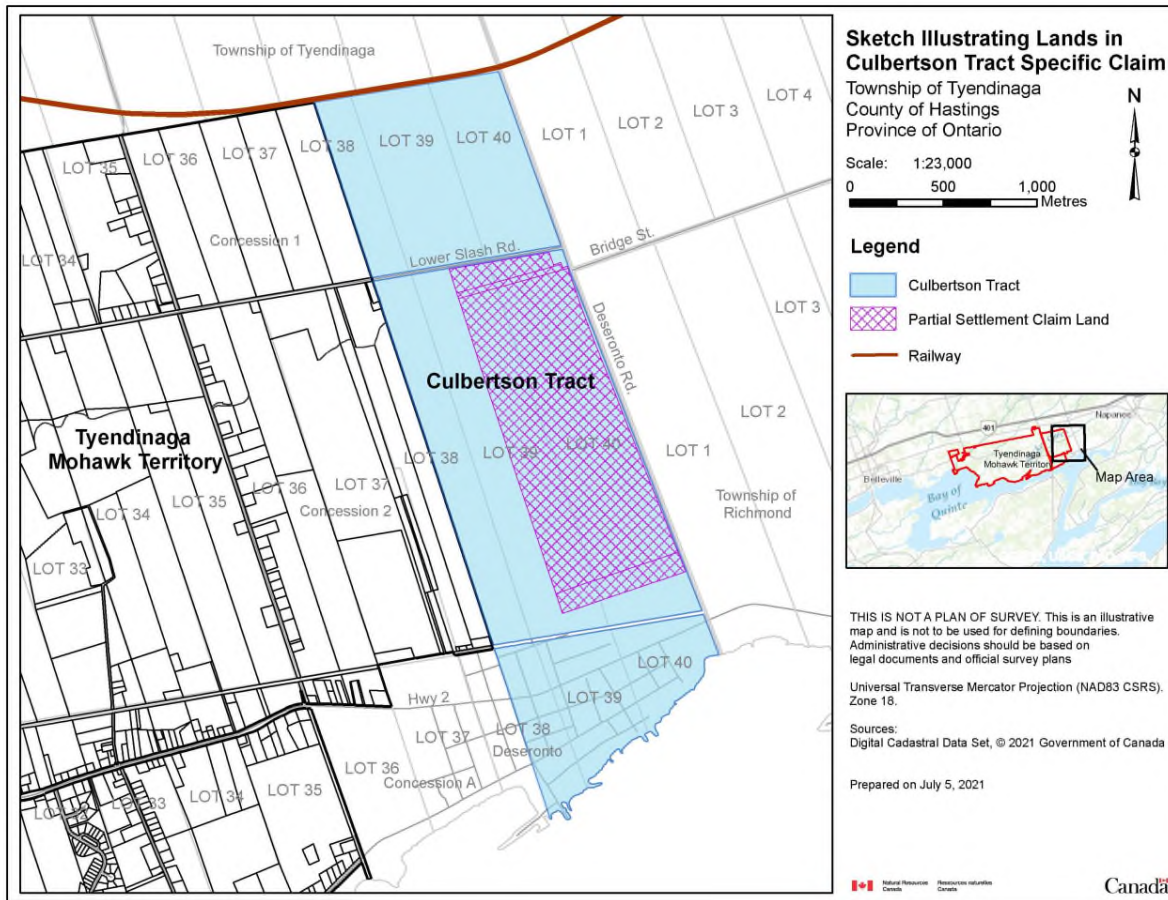
Claimant & Claim Name	Current Status & Description	Key Dates (yyyy/mm/dd)
Six Nations of the Grand River (BAND-121)		
Source of the Grand River	<p>Other Claim in Active Litigation</p> <p>Alleged terms and conditions of the Haldimand Deed of 1784 were breached in that all the lands described in the Deed, 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

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 fifth largest in Canada, with a membership exceeding 10,000 with approximately 2,000 living in the Tyendinaga Mohawk Territory.

Our ancestors arrived on the shores of the Bay of Quinte in May 22, 1784. Pursued by marauding forces in the American Revolution, lands were surrendered to our British allies in exchange for their protection. In the weeks following the British Revolution, many United Empire Loyalists 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 Treaty 3 is now signed April 1, 1790 and provided a description of lands - those of a township - and made explicit that our ancestors had described as the lands required for the village and to sustain future generations.

On February 17, 1857, 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 1857. 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 which is being made 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/blank	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 200-00 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 provisions 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 HBC's financial institutions 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

Chief and Council are pleased there are some misconceptions among 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 "interim holding account" (IHA). These remaining funds will be held in the membership fund and then distributed to the members of the HBC. Other monies made but are not meant to be distributed to the members, including: other cultural investments, capital equipment, creation of a trust, or other capital equipment.
- If members vote in favour of the agreement, the members of the HBC will have full control of the land and the HBC will be a part of the Canadian government as a third party to the agreement.**
A referendum will not have the members surrendering anything. Rather, the voting for approval will be on approval, and the land will be confirmed as reserve. This land will be administered and controlled by the same member as the rest of the reserve, as land reserved under the Indian Act.
- The voting threshold is 10.5% + 1 of the registered members.**
In fact, the voting threshold is 25% + 1 of the registered members of voting age (over 18) and the 10.5% refers to the number of registered members. This is a standard threshold in specific class vote events when required to be met.

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

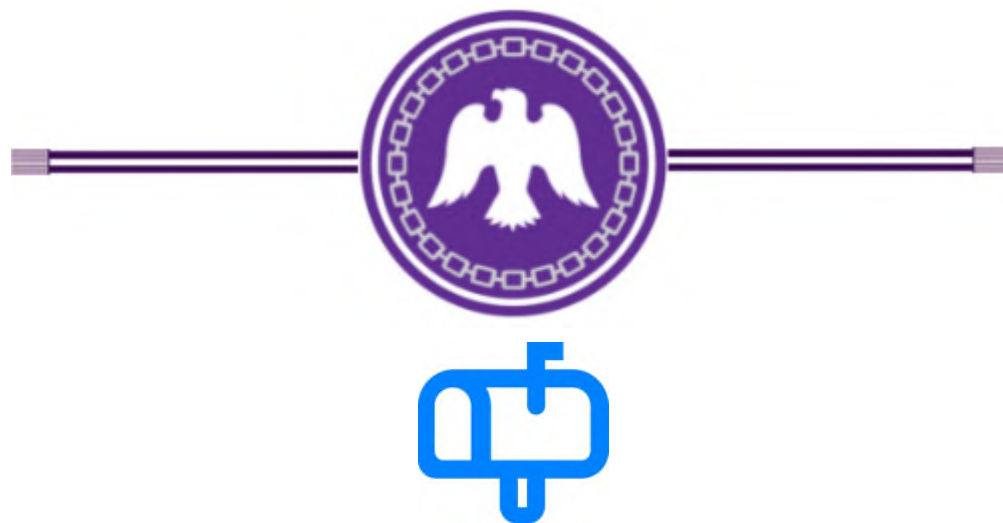
by Communications Officer | Sep 10, 2021 | Community, Council News, Culbertson Tract, Home Feature

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.



Oh hi there 🤝
It's nice to meet you.

Sign up to receive the latest MBQ news in your inbox, every week.

Email Address *

sign up

We don't spam! Read our [privacy policy](#) for more info.



Government
of CanadaGouvernement
du Canada

Stefan Matiation

March 9, 2023

Exhibit 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.

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.

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 Keokunse, + [L. S.]
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Kithepossegun,	+ [L. S.]
(by Papasainse)	mark.
	his
Wagemake,	+ [L. S.]
	mark.

Date modified: 2016-03-03

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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

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A P P E A R A N C E S:

Robert Janes, Esq., for the Plaintiff
Max Shapiro, Esq.,
Gregory Sheppard, Esq.,

Hasan Junaid, Esq., for the Defendants
Katrina Longo, Esq.,
Sarah Kanko, Esq.,
Tania Mitchell, Esq.,
Myra Sivaloganathan, Esq.,
Owen Young, Esq.,

Jeffrey Kaufman, Esq., for the Men's Fire of
Liam Gerry, Esq., the Grand River
Territory

Thomas Dumigan, Esq., for the Haudenosaunee
Colin Carruthers, Esq., Development Institute
Dillon Gibbs, Esq.,

David Tortell, Esq., for the Attorney
General of Ontario

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Also Present:
Lonny Bomberry,
& Tayler Hill, Six Nations

Eric Fram, Student at law with Gilbert's

Reported by: Leila Heckert, CVR, RCP-M

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CROSS-EXAMINATION BY: Mr. Junaid.....72
CROSS-EXAMINATION BY: Mr. Janes.....121
RE-EXAMINATION BY: Mr. Dumigan.....199

The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose.

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by
U/T and appear on the following page/line: None.

INDEX OF ADVISEMENTS

The questions/requests taken under advisement
are noted by a U/A and appear on the following
page/line: None.

INDEX OF REFUSALS

The questions/requests refused are noted by R/F
and appear on the following page/line: None.

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INDEX OF EXHIBITS

NO. /DESCRIPTION	PAGE
Exh. "A" MARKED FOR IDENTIFICATION -	44
Excerpt of "Government" tab on Haudenosaunee Confederacy website, Re: "Confederacy Structure."	

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:

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

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.

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

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

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

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?

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

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.

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?

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.

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?

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.

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

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

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

1 leader, in terms of recitations of the Great Law
2 at that event in the Grand River Territory?

3 A. Well, there's also, then, the
4 procedural rules about how a council is
5 conducted, what is expected of the leaders, the
6 Chiefs, the Clan Mothers, the Sub-Chief and the
7 Faith Keepers. It's quite an extensive
8 information about all of that, about how it all
9 functions.

10 69 Q. And in terms of the procedures,
11 how Council meetings are conducted, do you have
12 an actual recollection of who gave a recitation
13 of what those procedures should be at that
14 particular meeting in the Grand River Territory?

15 A. No, because it was touched upon
16 by several people. And I summarized what they
17 said within my affidavit as to what the
18 procedure is.

19 70 Q. Well, let me -- I want to know
20 more specifically, at this event -- and is it
21 this event where you learned the procedures for
22 the Grand Council meetings?

23 A. No, I've been learning about them
24 since the 1970s.

25 71 Q. Okay. But this event was much

1 later. So at this event, do you have any actual
2 recollection of any words of the three people
3 who spoke of the Great Laws about the procedures
4 for Council meetings?

5 A. Yes, they explained the --

6 72 Q. Sorry, who is "they"? I'm
7 talking about individuals.

8 A. Oh, yeah, but -- so this is a
9 collective presentation and everybody plays a
10 part to that. And in fact, sometimes, they
11 would ask somebody else as they are presenting,
12 Is there anything you could add to that? They
13 wanted to make sure that there was a concurrence
14 of minds on these matters. So it isn't like one
15 person dictating, No, this is the way it is, but
16 explaining what the oral narrative of the
17 Great Law explains and what the wampum belts
18 confirm about these procedures, the protocols,
19 the values applied to decision-making.

20 73 Q. Isn't the basis for the
21 traditional governance structure based on a
22 structure around the families with a matrimonial
23 focus?

24 A. Do you mean the clans?

25 74 Q. Yes.

1 A. Yes, we have a clan-based system
2 of governance.

3 75 Q. Which are matrimonial-focused?

4 A. Yes.

5 76 Q. And you agree with me, with that
6 clan-based system, the system is based on a
7 process of consultation?

8 A. Well, I guess it kind of depends
9 on how you define consultation, particularly in
10 this contemporary context. The clan is the
11 first level by which the citizens of the
12 Haudenosaunee can share, express, their points
13 of view. So there's a discussion taking place.
14 And then they arrive at one mind, and then it
15 moves up to the next level of governance.

16 77 Q. And if the clan in their
17 discussion cannot come to one mind, it does not
18 move up to the next level, does it?

19 A. Well, their indecision moves up
20 and it gets explained to others that they can't
21 come to one mind. And they are either
22 encouraged to go back and try it again or, if
23 they can't, then that clan's determination is --
24 I don't want to say set aside, but then they
25 move ahead with what the other clans have

1 decided.

2 78 Q. And there's 49 clans who operate
3 in this manner, separately?

4 A. Yes.

5 79 Q. And one clan can't be the voice
6 of another clan, can they? Each clan has its
7 own voice?

8 A. Well, it depends on the
9 circumstances. And the Great Law talks about
10 that. Say, if a clan does not have a viable
11 Chief or a viable Clan Mother, then other clans
12 will be assigned responsibility to represent the
13 voice of the people.

14 80 Q. But in the 49 clans at
15 Six Nations, there is no issue with a viable
16 Chief or a Clan Mother at this time, is there?

17 A. I don't know. I wouldn't know
18 that specifically about all of the clans.

19 81 Q. And in terms of the individual
20 clans, is it also fair to say that the
21 individual members have gender-based fires?
22 There's a women's fire and there's a men's fire?

23 A. Well, that terminology isn't
24 expressed in the Great Law. But the
25 instructions are: When a clan meets, the

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,

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

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

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

1 research projects.

2 MR. DUMIGAN: Do you have a page
3 reference, Mr. Kaufman?

4 THE WITNESS: I think I got it.
5 Page 213?

6 MR. KAUFMAN: And can you put that on
7 the shared screen.

8 BY MR. KAUFMAN:

9 93 Q. So if we scroll down, there's a
10 project you did on Great Law research. The
11 Great Law of Peace research between 2013 and
12 2015. Do you see that?

13 A. Yes.

14 94 Q. So you say in your resume that
15 you assisted:

16 "...the team of community elders
17 and community scholars in the
18 recitation of the Great Law; providing
19 background research; comparing written
20 versions of the Great Law; produced
21 PowerPoint and research manuscript on
22 the meaning of the wampum belts
23 associated with the Great Law."

24 Is that an accurate statement?

25 A. Yes.

1 95 Q. And do you have a copy in your
2 power, possession and control of this background
3 research you did comparing the written versions
4 of the Great Law?

5 U/A MR. DUMIGAN: Counsel, we'll take that
6 under advisement and see if we can track it
7 down. And if it's relevant, we will consider to
8 produce a copy, if so.

9 BY MR. KAUFMAN:

10 96 Q. You also refer to a PowerPoint
11 that you created for this purpose of analyzing
12 the Great Laws between 2013 and 2015. Do you
13 have a copy in your power, possession and
14 control of the PowerPoint?

15 U/A MR. DUMIGAN: Same answer, counsel.

16 MR. KAUFMAN: Do I understand,
17 counsel, that he has copies or you're just
18 deciding if you're going to produce it if it's
19 relevant?

20 MR. DUMIGAN: I don't know if he has
21 copies. I -- you can ask the witness.

22 MR. KAUFMAN: Well, I have. I'm
23 waiting for the answer then.

24 MR. DUMIGAN: You --

25 BY MR. KAUFMAN:

1 97 Q. Do you --

2 MR. DUMIGAN: -- can answer that,
3 Mr. Hill.

4 BY MR. KAUFMAN:

5 98 Q. -- have -- yeah. Mr. Hill, do
6 you have a copy of your background research?

7 A. Yes. It's quite extensive. I
8 have a lot of copies of original documents, my
9 research notes, as well as the summary
10 statements. And that's what I used to prepare
11 this affidavit.

12 99 Q. So I'd like you to produce that,
13 please. As well, do you have a copy of your
14 PowerPoint referred to?

15 A. Yes. But I would be reluctant to
16 share that, only because some of the stuff gets
17 taken and used not in a way that it's intended.
18 So I've been cautious about just releasing those
19 PowerPoints.

20 100 Q. What do you mean, cautious about
21 how it's used and intended. Can you please
22 explain your concern.

23 A. People take the images and use
24 them for their own advantage and purpose, and
25 there's no -- there hasn't been a clarification

1 yet as to how images of the wampum belts can be
2 used.

3 U/A MR. DUMIGAN: So, counsel, you have
4 our position on both of those pieces about the
5 background research and the PowerPoints. We
6 haven't seen them. We'll take a look at them
7 and get back to you with our position on
8 production of both of those and/or production of
9 them.

10 BY MR. KAUFMAN:

11 101 Q. And Mr. Hill, you reviewed the
12 PowerPoint before you did your affidavit in this
13 proceeding?

14 A. No, I didn't specifically look at
15 the PowerPoint.

16 102 Q. Does the PowerPoint deal with the
17 governance issues in this proceeding?

18 A. Like much of my life, yes. This
19 is the work that I do.

20 103 Q. Okay. And so, I'd like to see
21 that PowerPoint, counsel.

22 MR. DUMIGAN: You have our position.

23 BY MR. KAUFMAN:

24 104 Q. And you also say you did a
25 research manuscript on the meaning of the wampum

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?

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

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.

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.

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

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

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

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.

1 BY MR. KAUFMAN:

2 131 Q. This is a page from the HCC under
3 "Confederacy Structure."

4 Have you seen the HCC website before?

5 A. Yes.

6 132 Q. And you're familiar with what
7 they say is the Confederacy Structure?

8 A. I don't recall reviewing this
9 particular section.

10 133 Q. Okay. So in the first sentence
11 on the HCC website, under Confederacy Structure,
12 it states:

13 "Each council meeting must have
14 representation from every nation."

15 Is that a true and fair statement of
16 the HCCC?

17 MR. DUMIGAN: Counsel, to be fair,
18 perhaps the question is: Is that a fair and
19 true statement, I -- he's already acknowledged
20 that he does not -- has not reviewed this
21 document, specifically. If you want to ask if
22 that's a true and fair statement, generally, I
23 suppose that's fine. But I don't think he's in
24 a position to say what the Haudenosaunee
25 Confederacy Chiefs Council has or has not said

1 on a website he hasn't seen.

2 BY MR. KAUFMAN:

3 134 Q. Is that a true and fair statement
4 as shown on this excerpt of the website of HCCC?

5 A. Do you mean, does it say what it
6 says on the website?

7 135 Q. Well, does it say what it says?

8 A. Well, that's what it says.

9 136 Q. And is that the position of HCCC,
10 to your knowledge?

11 A. Well, you've got to understand,
12 every -- again, every sentence in English has a
13 larger context. And there's a preference that
14 all nations should be there, but in the
15 operation of the governance of the
16 Haudenosaunee, that hasn't always been the case
17 historically, as -- in a modern sense. The
18 government doesn't grind to a halt because one
19 nation refuses to show up.

20 MR. KAUFMAN: We'll mark that as
21 Exhibit 1 for this examination.

22 MR. DUMIGAN: I think it should be
23 marked as an exhibit for identification,
24 counsel. And I'll note that there's
25 highlighting on the page and I trust it's not in

1 dispute that that was added by your office. Is
2 that right?

3 MR. KAUFMAN: That's correct. So we
4 can mark this as Exhibit "A" for identification,
5 and the exhibit will not have highlighted
6 extracts. Is that preferable?

7 MR. DUMIGAN: That's perfect. You can
8 mark it as Exhibit "A" with the highlights. It
9 doesn't matter to us.

10 MR. KAUFMAN: Okay. We'll mark it
11 Exhibit "A" with the highlights done by our
12 office. Thank you.

13 EXHIBIT NO. "A": MARKED FOR
14 IDENTIFICATION - Excerpt of
15 "Government" tab on Haudenosaunee
16 Confederacy website, Re: "Confederacy
17 Structure."

18 BY MR. KAUFMAN:

19 137 Q. So I want to get back to this
20 concept you referred to about, No nation is
21 above another nation and they are all equal.
22 And that's a hallmark of the governance system
23 between nations, correct?

24 A. Yes.

25 138 Q. So if one nation does not want to

1 do something for the Confederacy, since no one
2 is above anyone else, it is -- it seems obvious
3 to me that no one can force that nation into
4 taking a position they do not want to take. Is
5 that correct?

6 A. Well, again, your words, you
7 know, about forcing, they have certain
8 implications. I would say instead that, if a
9 nation refuses to participate, they relinquish
10 their voice over the matter and that the other
11 Chiefs will make a rule, then, that applies to
12 all Haudenosaunee citizens.

13 139 Q. So if that's correct, then, if
14 someone takes a principled stand as a nation and
15 they protest -- so they don't attend -- you're
16 telling me the will is opposed on that nation
17 and their clans, contrary --

18 A. They --

19 140 Q. -- to their objection?

20 A. They have an obligation to come
21 to the Council meeting and explain their point
22 of view. If they don't do that, then --

23 141 Q. Well --

24 A. -- what can you do about it?

25 142 Q. Well, I think a lot can be done

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,

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?

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

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

1 different elders and different oral histories.

2 So there's no uniformity of oral
3 history being given to any particular
4 individual, correct?

5 A. I would disagree. I've been
6 fortunate to talk to a whole lot of people, to
7 share their take on the oral tradition on these
8 perspectives. So I have to take a look at all
9 of that and examine that, try to triangulate to
10 make sure that there's -- there's more than one
11 opinion on that matter.

12 So that's given me an opportunity to
13 look at varied opinions. So I think that I've
14 been lucky in that I try to be fair to every
15 opinion that I hear and I try to, then, track it
16 down. I don't dismiss things out of hand,
17 consider everything thoughtfully, looking both
18 at the teachings that I've learned from our
19 elders and the written record, and then draw
20 some conclusion about -- based upon the
21 preponderance of the evidence -- that this is
22 what's -- the truth is.

23 155 Q. But you're not the final arbiter
24 on the truth, are you?

25 A. No. In many ways, we -- that's

1 the question. I guess, even truth is kind of
2 relative. So we're trying to bring together
3 everybody's minds around what the Great Law is,
4 its procedures and that. But unfortunately, as
5 you saw in my affidavit, some people have
6 adopted a mistaken version of the Great Law and
7 that's what's caused a lot of tension between
8 our people.

9 156 Q. Well, you say it's a mistaken
10 version, and they say yours is a mistaken
11 version. Isn't that a fair way to put it?

12 A. Well, I think, if you look at my
13 affidavit, though, it's just not my opinion.
14 Looking at the record and not only the people
15 involved in it, and the fact that those versions
16 were not accepted by the Chiefs and the
17 Clan Mothers would seem to reveal that they are
18 not the correct version of the law.

19 157 Q. But you've said that, when you
20 were gathering your information and trying to
21 reconcile it all, you heard varied opinions,
22 correct?

23 A. Yes.

24 158 Q. So with varied opinions, it means
25 different people have different oral histories

1 when it comes up to how they view the issues,
2 correct?

3 A. Yes.

4 159 Q. And if someone has a different
5 oral history and a varied opinion that's from
6 their families, their traditions, you can't say
7 that's wrong, that's how they learned it. Isn't
8 that a fair statement?

9 A. But if you trace back the nature,
10 the source of that learning and to realize that
11 these few rejected documents is what inspired
12 that, that varied oral tradition, then it's very
13 clear to me that that is not the Great Law as
14 was intended by the Peacemaker. It's not the
15 Great Law that is expressed in the wampum belts.
16 And it's not the Great Law that the Chiefs of
17 the Confederacy have operated under.

18 160 Q. Well, let's deal with Seth
19 Newhouse.

20 So Seth Newhouse was a member of the
21 Six Nations, correct?

22 A. I think he was -- excuse me. I
23 think he was Onondaga who spoke Mohawk.

24 161 Q. And he was also, for a period of
25 time, on the Chiefs Council?

1 A. The record is a little fuzzy on
2 that, but, yes, he was attending council
3 meetings and he was given certain
4 responsibilities.

5 162 Q. And as a result of that, he
6 decided to create a written manuscript version
7 of the Great Law of Peace to assist in getting
8 some uniformity. And he did that in 1885,
9 correct?

10 A. Yes.

11 163 Q. And that manuscript - the
12 Newhouse so-called version - that version still
13 is accepted or adopted some -- by some people in
14 the Six Nations community, correct?

15 A. Well, I think what I tried to
16 show on my affidavit is that was the -- one
17 source of the inspiration to, then, the Parker
18 version and the Red Book. And that became the
19 version that some people adopted. So it wasn't
20 as if everybody was reading the Newhouse
21 manuscript for themselves. It was edited,
22 re-edited, and edited again before some people
23 got a hold of it in the '70s.

24 164 Q. So how many people in the
25 Six Nations community?

1 A. How many people what?

2 165 Q. How --

3 MR. DUMIGAN: I'm going to ask also,
4 Mr. Kaufman, are you referring to Six Nations,
5 the Grand River, or Six Nations as in the
6 Haudenosaunee at large?

7 BY MR. KAUFMAN:

8 166 Q. Six Nations of the Grand River.

9 MR. DUMIGAN: Thank you.

10 THE WITNESS: Excuse me. What was
11 your question?

12 BY MR. KAUFMAN:

13 167 Q. How many people are in the
14 Six Nations of the Grand River?

15 A. I don't have an accurate number
16 as to how many.

17 168 Q. 20,000? 25,000? Around that?

18 A. I would guess.

19 169 Q. It's one of the largest
20 reservations in Canada?

21 A. I'm sorry, I didn't hear you.

22 170 Q. It's one of the largest
23 reservations in Canada?

24 A. Yeah, we don't like to refer to
25 it as a reservation, but yes, it's one of our --

1 171 Q. Territories?

2 A. -- territories, yeah.

3 172 Q. I apologize. So in terms of
4 that, there's a number of members of that
5 community who want to follow the Parker
6 versions. Some members of the community want to
7 follow the Red Book. Some members of the
8 community want to follow the Newhouse. Some
9 members of the community reject all of them.
10 Isn't that a fair statement?

11 A. Yes.

12 173 Q. Yeah. There's no uniformity of
13 opinion yet of what the Great Laws are?

14 A. Just like in the larger society,
15 there's -- hard to find a consensus on any
16 matter. Say, like, abortion. You know, people
17 have personal beliefs or religious beliefs,
18 personal experience. So, yes, there's a wide
19 variety of opinion, but there is only one law.

20 174 Q. But that -- in terms of the
21 variety of opinion, there isn't a consensus yet
22 of what that one law is?

23 A. That's why we have been going
24 around to the communities and explaining, This
25 is what wampum belts -- the message the wampum

1 belts hold. This is the Law, as imparted to us
2 by the Peacemaker when the Confederacy was
3 sworn.

4 175 Q. But there's been no consensus yet
5 of -- as to what that version of the Great Law
6 is yet, is there?

7 A. I don't speak with everybody or
8 every group that has a different point of view,
9 so I'm not -- I'm not sure what they think.

10 176 Q. You just care about your point of
11 view?

12 A. No. I try to find out what it is
13 that people are concerned with and try to help
14 understand how that is addressed in the
15 Great Law, as we understand it.

16 And so this isn't really about my
17 opinion. It really is about what the
18 instructions that we were given about the
19 Great Law that was then codified in these wampum
20 belts to make sure that we would follow the
21 practice. And it's hard for somebody to
22 understand the profound belief we have in that
23 act of the wampums holding the words of the
24 Peacemaker.

25 177 Q. Turn to paragraph 47 of your

1 February 6 responding affidavit.

2 A. Yes.

3 178 Q. Oh, sorry, I mean 47 of the
4 Motion Record bigger. I apologize.

5 MR. KAUFMAN: Sorry, Liam, can you put
6 that on the shared screen.

7 MR. DUMIGAN: Forty-seven of the
8 Motion Record?

9 MR. KAUFMAN: Yeah, sorry. I confused
10 them.

11 MR. DUMIGAN: Page 47?

12 MR. KAUFMAN: Paragraph 47.

13 MR. DUMIGAN: Which document in the
14 Motion Record?

15 MR. KAUFMAN: His affidavit.

16 MR. DUMIGAN: February 6th?

17 MR. KAUFMAN: Yeah, the
18 June 10 affidavit.

19 MR. DUMIGAN: June 10, okay. Thank
20 you.

21 BY MR. KAUFMAN:

22 179 Q. So as a historian, you said, in
23 paragraph 47, that:

24 "During the American
25 Revolutionary War, the Grand Council

1 permitted citizens and nations of the
2 Haudenosaunee Confederacy to make
3 their own decisions about its
4 individual participation."

5 A. Yes.

6 180 Q. And do I take it from that that
7 there's -- under your traditions and laws, the
8 Chiefs and the Clan Mothers aren't really
9 leaders as we see leaders. The ultimate
10 authority comes from the people? Is that a
11 fair --

12 A. I'm not sure how you see leaders,
13 but the ultimate authority comes from the
14 Creator, as expressed through the Peacemaker
15 codified in the wampum belts. And even that
16 explains the responsibilities of the people to
17 help support this system.

18 181 Q. But the -- any ultimate authority
19 has to be always for the benefit of the people?

20 A. Well, those are two different
21 things you're saying. I think that, for the
22 benefit of the people, yes.

23 182 Q. You said that you've been talking
24 to the HCC to try to develop or come to a
25 consensus on the Great Laws of peace.

1 When's the last time you discussed
2 these matters with the HCCC?

3 A. I think it was before COVID when
4 we had the last meeting on this particular
5 matter, because they have suspended the
6 recitation during the COVID era.

7 183 Q. And how many -- on how many
8 occasions have you been dealing with the HCC on
9 recitations of the Great Law in trying to come
10 to a consensus on the Great Law?

11 A. Well, frankly, I've been after
12 this most of my adult life. As I'm exploring
13 this, it's been part of my responsibility to try
14 to bring some clarity to that, to that matter.
15 But is not me bringing the clarity. It's me
16 facilitating the discussion so people will share
17 what they know, come together and agree that
18 this is what the law says.

19 184 Q. And how long have you been doing
20 that with the HCCC?

21 A. Since 1970, I think, the first
22 time I heard the Great Law recited and I spoke
23 with the Chiefs who did the recitation. And
24 subsequent to that.

25 185 Q. And so over those years, the --

1 you're trying to refine what the Great Law is
2 over those years of recitations with the HCC?

3 A. No. I'm trying to reflect the
4 traditions, the oral tradition and the practice
5 that they inherited. So I'm not trying to
6 interject myself into that, but to say: This is
7 what people understand the Law to be.

8 186 Q. And at any time during that
9 period where you were dealing with HCC on the
10 oral traditions of the Great Law from the '70s
11 'til just before COVID, was there any attempt by
12 you or anyone at HCC to codify those Great Laws
13 into writing?

14 A. No. In fact, there's -- they say
15 it's an oral tradition. It has to be maintained
16 that way because the law is in the belts, not in
17 any book.

18 187 Q. You said in your
19 February 6th affidavit that you have met
20 Mr. Delaronde?

21 A. Yes.

22 188 Q. And you know of Mr. Delaronde?

23 A. Yes.

24 189 Q. Do you agree with me that his
25 knowledge of the Great Laws is based on oral

1 histories?

2 MR. DUMIGAN: I don't think that's a
3 fair question.

4 BY MR. KAUFMAN:

5 190 Q. Are you aware that his knowledge
6 is based on oral histories?

7 A. I'm not sure where his knowledge
8 is based on.

9 191 Q. Are you aware that he's done
10 teachings and oral recitations of the Great Laws
11 in various communities?

12 A. Yes, I understand that he and
13 several others have presented in communities,
14 but also explaining at the same time how the
15 Chiefs and the Clan Mothers are wrong in their
16 interpretation of the Great Law.

17 192 Q. One of the issues you raised is
18 that - at a Council meeting - you say they only
19 need a quorum of three of five nations. Can you
20 explain to me or recite for me the oral history
21 that supports that statement?

22 A. So what I've been told is, when
23 the Peacemaker gathered the original Chiefs
24 together, that --

25 193 Q. Sorry. When you say that you've

1 been told, who told you this?

2 A. Well, I can't name them all
3 because I've heard from so many people. Again,
4 this is -- the nature of our community is that
5 you share oral history all the time with people,
6 whether it's around the dinner table, around the
7 campfire, or in the longhouse.

8 So there have been many people that
9 have shared with me the oral tradition of --
10 about the Great Law. And one of those is that,
11 when the Peacemaker formed the Confederacy, he
12 asked each nation to submit an arrow.

13 And so they -- they submitted five
14 arrows. And then he tied them together and
15 showed that one arrow is easy to break. Five
16 makes it strong.

17 However, he left some instruction.
18 He's says: The time may come when one nation
19 will pull their arrow out. Perhaps, two nations
20 will pull their arrow out. And what he said is:
21 As long as there's three nations to continue
22 this, the Great Law will continue.

23 So that's in the oral narrative of the
24 Great Law. And that is where that information
25 came from that I commented on.

1 194 Q. But also in the oral tradition of
2 the Great Law, there's the concept of consensus,
3 isn't there?

4 A. Not really. There's a concept of
5 coming to one mind, which is very different than
6 consensus.

7 195 Q. So in terms of the concept of
8 coming to one mind, when one nation pulls out,
9 it's the responsibility of other nations to get
10 them to come to one mind?

11 A. To get them to come back to the
12 circle. But if they steadfastly refuse, you
13 have to move on.

14 196 Q. So it's not as simple to say that
15 you can make any decision with three of five
16 nations. It's still a responsibility of the
17 majority of Chiefs to try to bring the other
18 nations back into the circle and try to build
19 consensus?

20 A. Well, both are true because if
21 those other nations refused to attend and you
22 get down to three nations, then you have to
23 continue with what you have.

24 197 Q. But if you have three nations but
25 the other people couldn't attend for whatever

1 reason, this responsibility -- under the Great
2 Laws -- of the other Chiefs to try to go back to
3 them to try to get those nations to build a
4 consensus on the issue?

5 A. Well, I think the historic record
6 and the oral tradition shows that, yes, the
7 Chiefs, Clan Mothers that made pleas for those
8 nations to return to -- again, to get back on
9 the path, you say, of the Great Law. But when
10 they continued to refuse, they themselves have
11 voluntarily left.

12 198 Q. In terms of land issues under the
13 Great Law, is it true that no one person in the
14 Confederacy owns land and the land is owned by
15 everybody?

16 A. Well, that's where we have to be
17 careful of our words. Ownership is such a
18 Eurocentric concept, that land could be hold,
19 that there's title to land. We believe the land
20 was gifted to us as a sacred trust to be
21 utilized in a certain way, and that women have a
22 special connection to that land, and so they
23 hold the land for the future generations.

24 Colonization, unfortunately, perverted
25 a lot of those ideas. But, yeah, so it is our

1 land to hold, under our law, our tradition and
2 our form of governance.

3 But it's not the same as you would be
4 arguing in court over title and ownership and
5 sale and all that stuff.

6 MR. KAUFMAN: Okay. Counsel, I'm
7 going to be moving onto another area, so can we
8 do a ten-minute break.

9 MR. DUMIGAN: Yes. You want to come
10 back at 11:40?

11 MR. KAUFMAN: Sure. That would be
12 perfect.

13 MR. DUMIGAN: Okay. Thank you.

14 MR. KAUFMAN: Thank you.

15 MR. DUMIGAN: And, Rick, you are under
16 cross-examination, so we're not to speak. I
17 don't think that's going to be an issue in the
18 next ten minutes, but I will see you at 11:40.

19 -- RECESS TAKEN AT 11:27 A.M.

20 -- RESUME AT 11:41 A.M.

21 BY MR. KAUFMAN:

22 199 Q. Mr. Hill, I'd next like to go to
23 paragraph 68 of your responding affidavit of
24 February 6th.

25 A. Yes.

1 200 Q. Do you have that paragraph --

2 A. Yes.

3 201 Q. -- in front of you? So you said
4 sometime in the mid-late 2000s, you attended
5 several HCC Council meeting for the formation of
6 HDI, including the need and function, was
7 discussed.

8 Do you have any actual recollection
9 today of those meetings?

10 A. I can remember the nature of some
11 of the discussions.

12 202 Q. And what years were those
13 meetings?

14 A. Well, that's why I said mid to
15 late, because I couldn't remember exactly,
16 because there was -- to tell you the truth,
17 there was so many of them. I've attended so
18 many meetings at the Council, so I didn't know
19 exactly which ones they discussed HDI or the
20 need for HDI.

21 203 Q. You said here you attended
22 several such meetings.

23 A. Yes.

24 204 Q. So several, being two or three
25 meetings?

1 A. No, probably more than that. But
2 again, a specific amount, I don't know. I don't
3 keep track of that. I don't have a diary or a
4 calendar even. I just go in when meetings are
5 called.

6 205 Q. Did you make any notes of any of
7 these meetings?

8 A. Not that I could recollect
9 because they discourage any kind of photographs
10 or recordings or writing because it's -- the
11 Council maintains an oral tradition.

12 206 Q. In terms of the meetings in the
13 mid-late 2000s, were these meetings before 2007
14 when HDI was incorporated?

15 A. Yeah, see, that's why it was hard
16 for me to estimate. I was -- you know, I've
17 been attending Council on and off for a long
18 time. And when the land matters came up, and
19 then when the need for some kind of
20 Haudenosaunee response came up, that was -- all
21 led up to the formation of HDI.

22 207 Q. And why were you --

23 MR. DUMIGAN: And, counsel, to be
24 clear, Mr. Hill's evidence is "formed HDI," you
25 said "incorporated HDI." I just want to make

1 sure the record is clear on that front.

2 MR. KAUFMAN: Okay.

3 BY MR. KAUFMAN:

4 208 Q. Why were you attending these
5 meetings? What role did you play?

6 A. Well, the Council meetings are
7 open to all Haudenosaunee citizens. I just try
8 to go to hear what the discussion is. I didn't
9 have a specific role or wasn't asked to provide
10 any particular matters for the Chiefs to
11 consider.

12 209 Q. Did a particular individual
13 invite you to these meetings of HDI?

14 A. Well, these were meetings before
15 HDI was formed. Is that what we're talking
16 about?

17 210 Q. Yeah. Yes. Did anyone in
18 particular invite you to these meetings?

19 A. No, because everybody knew that
20 the Council has held at certain times, the first
21 Saturday of the month. And no matter what the
22 agenda is, you're welcome to visit unless you
23 are there for insidious purposes.

24 211 Q. And were these information
25 meetings or were these when the decision was

1 made about HDI by Council?

2 A. Both.

3 212 Q. And were you at the meeting where
4 Council made a decision to have HDI formed in or
5 about 2000?

6 A. Yes.

7 213 Q. And what was the purpose for
8 Council to have HDI formed at that time?

9 A. Well, there's many. And I think
10 you'd have to discuss that with them, their
11 specific reasons. But from the discussions, the
12 land matters were very significant to what was
13 going on in Caledonia and Brantford, and they
14 wanted to find a way to respond to those
15 matters.

16 214 Q. And in terms of land matters,
17 what is the role of HCC in respect of land
18 matters?

19 A. Well, because of -- we mentioned
20 earlier, then, the land is held collectively.
21 The Chiefs have a responsibility to protect our
22 holding of that land. And so, land matters have
23 been on the Haudenosaunee larger agenda as long
24 as the colonists arrived.

25 215 Q. Because land is a collective

1 right of the people?

2 A. Well, again, you know, these
3 words are loaded, as you know, under your legal
4 system, about a "collective right." But people
5 have a responsibility to maintain this
6 relationship to their mother, the earth. And
7 it's codified within our culture and our
8 expressions and all of that stuff. So our
9 society is more about responsibility than trying
10 to exercise ethnocentric notions of rights.

11 216 Q. Were you at any meetings where
12 Council discussed the formation of an Ontario
13 company, 243 Ontario? It's a party to this
14 proceeding.

15 A. No, I wasn't at that meeting.

16 MR. DUMIGAN: And, to be clear,
17 Mr. Kaufman, 243 Ontario is not a party to this
18 proceeding.

19 MR. KAUFMAN: Fair enough.

20 BY MR. KAUFMAN:

21 217 Q. You're aware who -- what we
22 call -- 243 Ontario is?

23 A. Not really. I don't have
24 specific information about what it is and what
25 it does. Just some general discussions about

1 what happened in the Council around the need for
2 a mechanism to recover land.

3 218 Q. Were you at any meetings where
4 the creation of 243 Ontario was discussed at
5 Council?

6 A. Not that I can recall, because I
7 don't ever remember that being mentioned, that
8 particular name being mentioned in the Council
9 meetings. But I wasn't at every meeting.

10 219 Q. Subject to the undertakings and
11 the matters taken under advisement and any
12 refusals, I have no further questions. Thank
13 you very much, Mr. Hill.

14 A. Thank you.

15 MR. DUMIGAN: Thank you, counsel. Do
16 we have any examination from Canada or Ontario?
17 I know we've got the Band's lawyer examining
18 this afternoon.

19 MR. JUNAID: Yes. I'm -- it's Hasan
20 Junaid. I will be asking some questions.

21 MR. DUMIGAN: Okay.

22 MR. TORTELL: Ontario doesn't have any
23 questions for this affiant.

24 MR. DUMIGAN: Thank you, Mr. Tortell.

25 MR. JUNAID: Am I good to proceed,

1 Madam Court Reporter?

2 THE REPORTER: Yes, counsel, go ahead.

3 MR. JUNAID: Thank you.

4 CROSS-EXAMINATION BY MR. JUNAID:

5 220 Q. Good morning, Mr. Hill.

6 A. Good morning.

7 221 Q. One second.

8 Mr. Hill, I'm Hasan Junaid. I'm
9 counsel for the Attorney General of Canada. In
10 your affidavit, you say that you are a historian
11 by practice.

12 Are you also a historian by training?

13 A. Well, I guess it depends on how
14 you define that training. My work at the
15 university certainly required me to do a lot of
16 historical research in order to teach. The
17 territorial work I've done, working with
18 histories and learning about historical methods
19 and working with archaeologists on the same. So
20 I don't have a particular degree in that matter,
21 but my life experience, as such, provided an
22 equivalent experience as a historian.

23 222 Q. So within the area of history
24 that you study, you speak of the history of the
25 Great Law and its content.

1 Do you also consider yourself an
2 expert in the application of the Great Law
3 through history until the present time?

4 A. Well, we are very leery, as a
5 people, to name anybody as an expert because we
6 all share this knowledge and information. And
7 I'm just one of many who spent their life trying
8 to learn its deeper meaning. So a lot of people
9 turn to me, now that I have grey hair and am
10 getting older, you know, as somebody who is
11 knowledgeable about this. But "expert" is a
12 term we shy away from.

13 223 Q. But you would be able to speak
14 about both how the Great Law is meant to be
15 applied and how it is applied, on both.

16 A. Well, "meant to be applied,"
17 that's a little difficult. But I understand
18 what you're saying, but, yes, I understand the
19 nature of the law, how it's intended to work,
20 but also how it has worked through history.

21 224 Q. Thank you. You indicated that
22 your source of historical information is written
23 and oral history.

24 Is the written history from
25 Haudenosaunee sources, colonial sources or

1 otherwise?

2 A. All of the above. Written
3 history comes from the French, the Dutch, the
4 English, the Canadians, the Americans, but also
5 some of our own people have commented on history
6 through time. We have historic quotes of our
7 leaders going back to the 17th Century, and then
8 combine that with the oral history. So I've
9 been taught it's always a delicate balance
10 between the two. Just because it's written
11 doesn't mean it's true. And just because it's
12 said by an old person doesn't make it an oral
13 history. You have to really dig a little bit
14 deeper to find out what the real facts are.

15 225 Q. So you've studied both the
16 written and the oral history?

17 A. Yes.

18 226 Q. So I'm going to go through
19 different time periods here. I have some
20 questions about pre-Confederacy Iroquois
21 Nations.

22 Prior to Confederacy, were -- each of
23 the five nations -- and then, later on,
24 Six Nations -- were they all politically
25 independent?

1 A. I think what oral history
2 explains is that, yeah, there were groups of the
3 original five communities, say, like, the
4 Mohawks. Whether they actually had nationhood
5 as defined by the Great Law is another question.
6 But, certainly, there were communities of
7 Mohawks, Senecas, Onondagas and that, that began
8 to clash and that's why the Great Law came about
9 to put peace -- to create peace among those
10 original five nations.

11 227 Q. Okay. So you wouldn't use the
12 phrase "politically independent," or would you?

13 A. Well, it's hard to understand
14 what the politics were back in, you know, the
15 year 900. So I would say that they were
16 communities focused primarily on their own needs
17 and that what they -- their nationhood, as we
18 understand it, was probably derived from the
19 Great Law that then stood up leaders. So it's
20 an interesting transition.

21 228 Q. But still going to the
22 pre-Confederacy period, was each nation
23 considered to have complete responsibility over
24 its governance and affairs?

25 A. Well, what happened is what's

1 called a War Chief took over, and these were
2 communities, then, that were trying to hurt each
3 other. So it was governance by force, and
4 that's what the Great Law tried -- put an end
5 to.

6 229 Q. But in terms of outside of a war
7 context, did each nation -- pre-Confederacy --
8 were they responsible for their own affairs?

9 A. Well, that's what's hard to
10 determine because the oral history said it was
11 chaos, roaming bands of warriors just going
12 about killing each other. For what purposes,
13 it's hard to say. So it's a very dark period in
14 our history where, then -- so that's what's
15 really hard to say is how, then, did they govern
16 themselves other than the war leaders saying,
17 Well, let's go on another fight.

18 230 Q. So other than war leaders, were
19 there clans pre-Confederacy? Did each of the
20 nations have their own clans?

21 A. Well, there's one version of the
22 story, yes, that their clans were formed quite
23 early. But the Great Law also reorganizes those
24 clans and turns them into the political units
25 that we know them today.

1 231 Q. I see. So they are not -- they
2 were not completely analogous to the clans that
3 exist today?

4 A. Yes. And whether they even had
5 Clan Mothers is a question prior to the
6 Confederation of the Great Law.

7 232 Q. Okay. So there's a -- I was
8 actually going to get to that next. What was
9 their system of Chiefs and Clan Mothers within
10 each of the nations? And you already, sort of,
11 started hinting at that.

12 A. So if you think of the term Chief
13 and Clan Mother, even though those aren't our
14 terms; those are English ways of explaining -- I
15 think in the affidavit, I talk a little bit
16 about that -- that system was as a result of the
17 formation of the Great Law.

18 233 Q. So there weren't titles
19 pre-Confederacy that made their way over
20 post-Confederacy of Chief and Clan --

21 A. No. Yes, so there was a
22 retitling of all of the leaders under the
23 Great Law.

24 234 Q. So the 50 Chiefs, that was not --
25 those were not in existence prior to

1 Confederacy?

2 A. No.

3 235 Q. I do want to just hone in a
4 little bit more on this pre-Confederacy period.
5 I know you are speaking about the difficulty in,
6 sort of, pinpointing that time.

7 But could each nation -- and I'm going
8 to go through some examples -- could each nation
9 decide whom to trade with without regards to
10 other nations?

11 A. Well, we can assume there was a
12 pre-existing trading network, because this is
13 all before the Europeans arrived. So yes, there
14 was a trading network and people would go on war
15 parties to various territories.

16 So we don't know a whole lot about
17 that period because, again, it was meant to be
18 put away. You no longer think about that, you
19 no longer do that. So we don't have a lot of
20 information about what, like, the day-to-day
21 lifestyle of the people prior to Confederation
22 was like.

23 236 Q. All right. Before I move off
24 that, though, you mentioned war hood [sic] and
25 you mentioned the War Chief.

1 In the pre-Confederacy days, could a
2 nation -- could each nation decide to wage war?

3 A. That's what's unclear. Were
4 these just rogue War Chiefs? They did whatever
5 they did? Did they organize into nations and
6 sides of a couple nations joining in? We don't
7 know.

8 237 Q. Okay. So I'm going to put a word
9 out there. And I completely understand it's a
10 concept that may not exist, but I'm sort of
11 looking at the issues of jurisdiction.

12 Like, what control did each nation
13 have within their nation pre-Confederacy days.
14 So there -- would there be any other examples
15 you could give of how you would know that the
16 nations would organize and, essentially, the
17 jurisdiction they would have over their own
18 affairs --

19 A. Okay.

20 238 Q. -- in the pre-Confederacy days?

21 MR. DUMIGAN: One clarification there.
22 Mr. Hill has already answered that nationhood
23 was something that came about as a result of
24 Confederacy.

25 BY MR. JUNAID:

1 239 Q. I believe he said clans and
2 Clan Mothers came about as a result of the
3 Confederacy. But I don't recall -- and Mr. Hill
4 can, obviously, clarify that nations were
5 developed.

6 A. Yeah, I thought that's what I
7 said is that the nations resulted from the
8 formation of the Confederacy, where, then,
9 there's the Mohawk Nation, the Onondaga Nation.
10 So --

11 240 Q. So those were the Confederacy?

12 A. Yes. So it's a very difficult
13 time to try to figure out what was going on,
14 other than the oral history, it talks about the
15 chaos of the time.

16 241 Q. So, then, I will move to the
17 period where the Confederacy has been created,
18 but prior to the American Revolution. So that's
19 the time period --

20 A. Yes.

21 242 Q. -- of my next question. So now
22 that -- after Confederacy, what was the impact
23 on -- and I know you've spoken about it was hard
24 to understand the creation of the Nation. But
25 what was the impact on each nation's ability to

1 govern itself after the nations were united?

2 A. Well, the key purpose of the
3 Great Law was to get people to rethink what
4 they're doing, to change the nature of their
5 mind and not wanting to have a blood vengeance
6 and turning to realizing that we're all one
7 family, and to put an end to the fight. So that
8 was the most immediate consequence is that our
9 men stopped killing one another.

10 That allowed people, then, to gather
11 into the clans and to discuss these matters
12 using reason. So you could say, to address your
13 question, it was the -- establishing that reason
14 will be the methodology by which we will come up
15 with mutual decisions, by using the "power of
16 the good mind," as we call it.

17 243 Q. So at this point, was there an
18 allocation of responsibility between each nation
19 and the federal level? And when I speak about
20 federal level, I have a few questions in this
21 same vein. I mean the Grand Council at
22 Onondaga.

23 Was there an allocation of
24 responsibility between each of the nations and
25 Onondaga?

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

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

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

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

1 collective agreement.

2 So think of it this way, individual
3 nations, particularly the Mohawks who are
4 encountering the first tidal wave of
5 colonization, had to deal with a lot of tricky
6 matters with the French, the Dutch, and later
7 the English. But even the historic record says
8 that those big matters would always go back to
9 Grand Council for the ultimate adjudication.

10 250 Q. The Mohawks were able to deal
11 with the Dutch themselves at a national level,
12 at a nation level?

13 A. Yes. But when some of there
14 dealings might cause disruption or harm to the
15 other nations, then the Confederacy would step
16 in and try to get mitigate those differences.

17 251 Q. So they were able to deal up to
18 the point where it affected just their nation,
19 and then when it -- so they were able to deal
20 with the Dutch as the Mohawk, as their own
21 nation?

22 A. But as you can probably
23 understand some of these matters even though the
24 Mohawks were dealing with them, they had a big
25 impact on all of us by letting us -- you know,

1 when alcohol starts flowing, when missionaries
2 arrive, when the military arrives.

3 So it's very hard to say that that was
4 just a Mohawk nation matter because it affected
5 all of us because the concept of us, what
6 affects one of us, it affects all of us.

7 So the other nations and the Chiefs
8 would always be providing some guidance to even
9 individual nations about how to conduct
10 themselves with the newcomers.

11 252 Q. What about internally? What
12 about dealings with wrongs between people,
13 between intra-nation, intra-clan, inter-nation,
14 what was the allocation of responsibility with
15 what the Nation would deal with and what the
16 federal level would deal with?

17 A. Well, that kind of goes back to
18 my issue about bundling up a responsibility to
19 representative, to go to a council to address
20 the matters. Sometimes they were bundled up at
21 the local level, the Mohawks would send people,
22 sometimes a couple of nations would send people,
23 sometimes the Confederacy would send people.

24 So it kind of depends on the nature of
25 the event and how dramatic and drastic it was

1 and what kind of harm it was causing. But --

2 253 Q. Would the Nation -- oh, sorry,
3 apologies.

4 A. So think of it this way: We sent
5 ambassadors to meet with these foreign
6 governments to try to mitigate harm being done
7 or to advance economic trade or whatever else.
8 So there's a constant dialogue between our
9 nations and the Confederacy and the Crown for
10 focusing on the English.

11 254 Q. In here, when you say ambassador,
12 who do you mean?

13 A. These would be delegates
14 appointed by the Nation Council or the Grand
15 Council to represent our interests when they go
16 to negotiate on the matter.

17 255 Q. And here you're not speaking
18 Chiefs or Clan Mothers when you say ambassadors?

19 A. No. Because, unfortunately, we
20 learned, several times we did send Chiefs, the
21 French captured them and executed them. So that
22 then we decided we are not going to put the
23 Chiefs or Clan Mothers at risk. We will send
24 these ambassadors as these delegates to --

25 256 Q. So that's -- apologies. There is

1 a little bit of overlap, and I apologize if I
2 speak over you at all.

3 That's externally. I'm speaking in
4 terms if there's a conflict between two members
5 of the same nation or between two members of
6 different nations, that wrongs between --
7 whether it could be violence, whether it could
8 be a personal issue.

9 Was there any sort of allocation -
10 whether in the Great Law or otherwise - that
11 says, Okay. The Nation can deal with this type
12 of wrong and the federal level will deal with
13 these wrongs?

14 A. There wasn't a specific list of
15 types of activities. It really depended upon
16 the consequences of the wrong being done. But
17 whatever wrong was being done, the local, the
18 nations, the clans, the Confederacy was abided
19 to follow the protocols of the Great Law, how to
20 resolve those matters including data, theft or
21 harm or violence.

22 So they all follow the same rules
23 because -- some of it is by locally, and they
24 solve it; if they can't solve it, then it goes
25 up to the next level. Then that nation looks at

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

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

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.

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?

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.

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?

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.

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.

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.

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?

13 A. What resolution are you speaking
14 of?

15 266 Q. If you turn to paragraph 30 of
16 your affidavit, your first affidavit.

17 A. Yeah.

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?

24 A. Yes.

25 268 Q. Does that mean there was a

1 resolution?

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.

12 269 Q. Was this a resolution?

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 --

21 270 Q. Does the agreement -- sorry.
22 Apology. Go ahead.

23 A. But there was also a stipulation
24 that, one day, we will come back as one people.

25 271 Q. So that decision to split the

1 Council Fire, does that form part of the
2 Great Law?

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.

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?

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

1 Great Law.

2 273 Q. So in the existing Great Law,
3 were the responsibilities of the councils at
4 Onondaga and Ohsweken provided for?

5 A. Yes. So when they split the
6 fire, they explained to people why and what the
7 responsibilities are going to be, and,
8 generally, what they said was that the Council
9 at Grand River will maintain the Covenant Chain
10 with the Crown, and the Council at Onondaga will
11 maintain a Covenant Chain relationship to the
12 new United States.

13 At the same time, it wasn't, like, a
14 total split. It wasn't like East and West
15 Germany. The two groups of people still
16 operated under the same law and would still meet
17 together. The Chiefs at Grand River would
18 travel to Onondaga to be part of the Grand
19 Council. Any condoled leader, anyone who's put
20 up formally as a Chief participates in the Grand
21 Council.

22 274 Q. So is this the application of the
23 Great Law, or was this contained within the
24 Great Law, the responsibilities, the ability to
25 work together, the ability to have their

1 separate areas of responsibility? Is that in
2 the Great Law, is that coming from the
3 Great Law, or is that an application of the
4 Great Law?

5 A. Well, it's a little bit of both
6 because what the Peacemaker said was, I've laid
7 out his plan for you, now it's up to you to make
8 it work. So making it work at that time was
9 this decision to split the fire until the time
10 when we can heal the wounds from war.

11 275 Q. But would it be correct to say
12 that it wasn't an explicit separation of
13 responsibilities or powers that were provided
14 within the Great Law?

15 A. Well, I guess that's a little bit
16 of semantics. If the Great Law does empower the
17 Chiefs to make these kinds of decisions because
18 we don't -- given colonization and all that it
19 did -- they faced a very different kind of an
20 agenda than they did prior to the arrival of the
21 Europeans.

22 So the Great Law gave them a mechanism
23 by which you can come to one mind and apply
24 that, and that's what they did at Fort Niagara.
25 We came to one mind that we're going to have

1 these two Council Fires.

2 276 Q. But the Great Law didn't say how
3 that -- did it say how that was to be achieved
4 or how that would function?

5 A. No. Like, it gives you
6 principles, it gives you values, and it gives
7 you a little bit of the procedure by which we
8 arrived at a decision. It doesn't mandate what
9 the decision is going to be.

10 277 Q. So the principles, they're not
11 about a split council, they are about the
12 decision-making behind them?

13 A. Well, no, the principle is to try
14 to perpetuate peace, so that's what it was.
15 That's the way that they could maintain peace
16 among their people at the time.

17 278 Q. So I'd like to refer you to a
18 specific comment. If you could go to
19 paragraph 32 of your first affidavit?

20 A. Yes, yeah.

21 279 Q. And this go to a little bit of
22 what you just said earlier. Two parts of the
23 Council Fire remain. The HCCC deals with
24 matters involving the Crown, whereas the Grand
25 Council deals with matters involving all

1 Haudenosaunee territories.

2 What is the scope of territories you
3 are referring to that comes under the
4 responsibility of the Grand Council at Onondaga?

5 A. Well, if you talk to some old
6 people, they would say from where the sun rises
7 in the east to where it sets in the west.
8 That's how big our territory was, and it also is
9 kind of time-dated because we had more territory
10 growing throughout the era of colonization.

11 So we had a wide swath of territory
12 from about Vermont up to into Quebec, all across
13 Southern Ontario, into the Ohio Valley, New
14 York, and Pennsylvania. It's a huge -- in fact,
15 one historian said that the territory of the
16 Haudenosaunee was larger than that held by the
17 Roman Empire at its height. So it was a vast
18 amount of territory.

19 280 Q. But in terms of the Grand
20 Council, the one that's at Onondaga, what is the
21 scope of the territories that's under their
22 responsibility?

23 A. They consider all of that to
24 still be their responsibility. In many ways,
25 and I know sometimes this is hard to understand,

1 but it's all the earth. The earth is our
2 mother. We have a responsibility to all of
3 that. This isn't property, but it's that
4 relationship. So they seldom segmented that and
5 say, Okay, well, this is your responsibility for
6 her head, this is your responsibility for her
7 arm or her toes. They took it collectively that
8 they all have a responsibility to maintain this
9 relationship to the earth, protect it now. It
10 didn't always work well, but that was the
11 philosophy.

12 281 Q. So that is the responsibility of
13 the Grand Council at Onondaga?

14 A. Well, all Haudenosaunee Chiefs,
15 no matter where you sit, have that
16 responsibility. So that's what's hard to
17 separate here between what's the difference
18 between the HCC and the Grand Council because
19 the Chiefs that sit in the HCC also sit in the
20 Grand Council, so they're really all part of the
21 same thing, and maybe I've misstated this here
22 in that the Grand Council deals with a whole
23 variety of matters. Not just about -- it almost
24 implies here that it only involves land matters,
25 but, no, it's a wide variety of treaty matters

1 or relationship matters or economic matters, all
2 of that kind of stuff.

3 282 Q. The reason I ask is there is a
4 split in this section of your affidavit where
5 you say, there was a split in the Council Fire.
6 The HCCC deals with matters involving the Crown,
7 whereas the Grand Council, which, I'm assuming,
8 here means the Council at Onondaga, deals with
9 matters involving all Haudenosaunee territory.
10 That's why I was -- I'm trying to just find the
11 parameters of the responsibilities of the Grand
12 Council at Onondaga, where it says, all
13 Haudenosaunee territories. Is it the internal
14 territory, is it the borders?

15 A. Yeah, it's all of the above, and,
16 at the same time, the HCC deals with all
17 territorial matters involving the Crown, so all
18 what's considered Haudenosaunee landholdings
19 above the St. Lawrence/Niagara River is also
20 their responsibility.

21 And that's the difference between us
22 and, say, a Band Council, who's only responsible
23 for that little postage stamp. We're
24 responsible for the whole breadth of our
25 territory.

1 283 Q. So would that read then, The
2 Grand Council deals with matters involving all
3 Haudenosaunee territories except the -- I'm just
4 trying to get the difference between these two.

5 A. Yeah, both, yeah.

6 284 Q. Yeah.

7 A. No. They both deal with all
8 Haudenosaunee territory matters. It just
9 that -- who leads the discussion on that matter?
10 And if it came to a big resolution, yes, the
11 Grand Council would have their say in that
12 resolution.

13 The Grand Council represents all of
14 the Haudenosaunee people, all of them, no matter
15 where they reside, and so -- so that's what you
16 have to take into consideration because, again,
17 it's supposed to be one people, one land, one
18 mind, one law, and so it isn't as if one
19 counteracts the other or it's one -- you know,
20 it's all segmented. It's just because of
21 history, the Council Fire was kindled at Grand
22 River in order to maintain the relationship to
23 the Crown.

24 285 Q. So when you say that Grand
25 Council and Onondaga deal with all territorial

1 matters, would they deal with economic,
2 financial, wealth matters as well?

3 A. Yeah, well, there's been times in
4 the past where they try to protect our
5 interests, and sometimes they had to ask for a
6 resolution of matters of trade. But that's --
7 so the thing about that time, though, they were
8 also dealing with the Crown, so that's where our
9 history is complicated. The Grand Council dealt
10 with the Crown, right, and they still do, but
11 that primary responsibility of first contact was
12 centred then at the HCCC. Does that make sense?

13 286 Q. Well, I'd like to drill in just a
14 little bit more with the HCCC.

15 You say that they deal with all
16 matters involving the Crown and that the Grand
17 Council had dealt with the Crown as well.

18 What about today? Does this concept
19 also -- does the Grand Council still deal with
20 any matters other than any lands that are with
21 the Crown? I'm just trying to understand that
22 separation a little bit more, dig into that.

23 A. Well, here's an example. We have
24 an international lacrosse team that competes in
25 international lacrosse tournaments. They travel

1 on a Haudenosaunee passport, which is issued at
2 Onondaga. It's issued to all of our citizens
3 who qualify.

4 In 2010, England refused entry to
5 England for our people carrying the passports,
6 even though they were flying out of Toronto. So
7 the HCC comments on that, and the Grand Council
8 comments on that back to the Crown because,
9 again, it's our passport, it's our people no
10 matter where they -- we don't view ourselves as
11 Canadians or Americans. We don't have a solid
12 split between the two. They work together is
13 all I can say.

14 287 Q. What about matters of local
15 governance. Is that split between the two
16 councils and on what basis? And I can give a
17 couple of examples. Roads, bridges, drinking
18 water.

19 A. So a lot of that is handled at
20 the local level, we'll call it, or in the case
21 of HCCC, whatever applies to their community.
22 But the larger issues about treaty obligations
23 and payment to do by either the Crown or the
24 Feds, that's a collective matter. So right now
25 there is an issue dealing with the Cayugas. The

1 majority of Cayuga Chiefs reside at Grand River,
2 but their issue is picked up by the Grand
3 Council because it's an important issue that
4 affects all of us. So that's what's hard. It's
5 not a clear separation as to who is in charge of
6 what.

7 But the idea is the HCC deals with
8 those land matters on that side of the border,
9 and the Grand Council would also consider
10 themselves involved in those matters.

11 So there's a dialogue between our
12 people. It isn't as if one is competing with
13 the other.

14 288 Q. And when you say border, do you
15 mean what is now the Canadian/American
16 international border?

17 A. Yes, it's the largest invisible
18 line that we run across.

19 289 Q. So with the Council split, after
20 the split occurred, did that change how local
21 land management was to occur, or is that done on
22 a case-by-case basis?

23 A. Well, without getting into the
24 whole land issue, which, as you can imagine, is
25 complicated and goes back right to, really, the

1 Royal Proclamation, land matters are generally
2 held by the Chiefs that are directly impacted on
3 that land matter. When they run into an
4 impasse, then it goes to the other Chiefs. And
5 at Grand River, it became particularly
6 complicated when Joseph Brant was given power of
7 attorney to deal with land matters from the
8 Chiefs.

9 290 Q. And right now, I was just
10 speaking on local land matters. Did that
11 split -- you're saying it goes to the Chiefs
12 must effected. What you mean by most effected?

13 A. Well, you're going to know what
14 the issue is, and so, it's because it's facing
15 you. It's happening in your local community or
16 whatever else. And so, you raise the issue with
17 the other Chiefs. So they depend on each other
18 to inform them as to what are the issues, what's
19 the liabilities, what's the consequences in
20 order to mobilize a Confederacy-wide matter.

21 291 Q. But in terms of if a matter, a
22 local land matter is to go to the HCCC or the
23 Grand Council, that's determined by the Chiefs?

24 MR. DUMIGAN: Can I ask you, counsel,
25 what you mean by a local land matter? Is that

1 the roads and bridges piece you're talking about
2 or is that --

3 MR. JUNAID: It's continuing onwards
4 from that.

5 MR. DUMIGAN: Okay.

6 BY MR. JUNAID:

7 292 Q. The local --

8 A. I think you're right, though. We
9 make it clear that there are local matters like
10 roads and dogcatcher and firewood. But when we
11 are talking about land matters, because of what
12 I said earlier about the Haudenosaunee holding
13 the land, land matters affect all of us. And
14 so, the Grand Council issued land statements to
15 set the parameters for this, land rights, and
16 the HCCC abides by that Grand Council
17 determination. So they're not independent
18 operated. They're still operated under the same
19 principles and the same law.

20 293 Q. I have a couple more questions.
21 I'm still talking at the federal level. We are
22 talking right now about the Grand Council at
23 Onondaga and the HCCC at Ohsweken.

24 After that split, did the process for
25 meetings and decision-making, was that affected

1 by the split, the process within each of the
2 Councils?

3 A. Well, it's interesting the
4 historical record shows that Joseph Brant and
5 the Chiefs at Grand River still considered them
6 part of the Confederacy. They would often come
7 over to New York to attend Council meetings. So
8 even though I say there's a split, it kind of --
9 they moved the fire to two locations, but they
10 remained one people.

11 So I think that's the hard part to
12 understand is that it isn't, then, two separate
13 governments, but they're -- each fire is given
14 some special and some shared responsibilities.

15 294 Q. Because of that sharing, because
16 of that, the actual two -- did that change the
17 process for a meeting for a decision to be made?

18 A. No. They both followed the same
19 procedures and protocols, and it's pretty
20 obvious that they were still operating under the
21 mandates of the Great Law for both fires.

22 295 Q. Did each council still involve
23 the same 50 Chiefs?

24 A. Pardon? I didn't hear you.

25 296 Q. Did each of the Councils, both at

1 Onondaga and Ohsweken, did they involve the same
2 50 Chiefs, the original 50 Chiefs that would
3 have been at --

4 A. Yes.

5 297 Q. -- Onondaga? Would the split,
6 was it the same 50 Chiefs -- please, if you
7 could explain a little bit about how that would
8 work.

9 A. Once the fire was split in two
10 and rekindled in Ohsweken, they stood up, as we
11 say, leaders, and at one point, they had 50
12 titleholders there as well as they had 50
13 titleholders over in the Grand Council. And
14 it's only been since the 70s that we plan to
15 reconcile that and have one set of Chiefs.

16 So think of it this way, though, you
17 know. Our people had to do whatever they had to
18 do to keep governing, to keep having
19 jurisdiction, authority over the territory where
20 they're residing. So they did the best they
21 could to make it happen, and we're continuing to
22 do that.

23 So now that we are not duplicating
24 titles anymore, we, again -- a Chief that's
25 stood up or condoled at Grand River has the same

1 authority at Grand Council that a Chief who's
2 stood up at Onondaga. They are all considered
3 Confederacy Chiefs if they have been properly
4 installed.

5 298 Q. And that comes from the
6 Great Law?

7 A. Yes. And all of the other
8 nations are involved in standing up those
9 leaders, whether it be at Grand River or
10 Onondaga or Tuscarora, wherever it happens. All
11 of the Chiefs are involved in participating
12 because they all have to accept each other.

13 299 Q. So it's 50 -- we're not talking
14 25, 20 -- it was the same 50 titles in both?

15 A. For a while. There was duplicate
16 titles because you've got to remember, and I
17 wrote in my affidavit, it wasn't until 1815 that
18 we kind of resolved that animosity from the
19 Revolutionary War. So some of these, the pains
20 of fighting each other, lasted a while. It took
21 a while to kind of get back to -- but at that
22 reconciliation council they had at Fort George
23 in 1815, they clarified quite clearly that we
24 are one people existing under one law. They put
25 aside all of the bloodshed that was done, and

1 they vowed to never fight each other again, and
2 we've kind of maintained that position since
3 then.

4 300 Q. But that's on the federal side.
5 I want to now go down to the national level. So
6 the impact of -- and I'm using the word split
7 for the Council Fire. If there's a better term,
8 you can let me know.

9 I want to talk about the impact of the
10 split on the national level. So the Chiefs from
11 all of the nations participate in Council.
12 What's the responsibility of the Chiefs to their
13 respective nations, to each of their respective
14 nations?

15 A. Well, this is what makes Grand
16 River unique is that you have all of the
17 Six Nations living there, where in the past,
18 they lived in separate places. And so then they
19 had a council house for each nation, they would
20 do their business, and then when they gathered
21 collectively, those councils compare ideas, try
22 to come to one mind on that matter.

23 301 Q. But in terms of a Chief's
24 responsibility to their nation itself, that
25 has -- what is the sort of responsibility they

1 have to their individual nation in Council?

2 A. Right. That hasn't changed since
3 the formation of the Great Law. They're
4 instructed quite clearly of how to use this Good
5 Mind to resolve these matters, how to treat
6 everybody fairly, not to take favouritism, not
7 to think about your -- only this current
8 generation, but you've got to think of the
9 future generations.

10 So there's a list of instructions that
11 they are given when they are made a Chief. And
12 then there's constant reminders about that when
13 Council meetings are held.

14 302 Q. Going back to, again, the split,
15 as you noted, the communities were split up. At
16 the nation level, you had multiple Mohawk
17 communities, multiple other communities. Were
18 the clans also split up?

19 A. Well, think of it this way.
20 During the American Revolutionary War and even
21 during the War of 1812, sometimes it was brother
22 fighting brother, and so, they, again, had to go
23 to their mutual corners for a while before they
24 could heal.

25 But they tried to maintain the

1 clan-based system, and not all of the clans
2 survived, and they did the best they can to say,
3 Let's ensure that those that are have
4 representations through their clan, their
5 Clan Mother, and their Chief.

6 303 Q. When you said some of them didn't
7 survive, did some of them split up?

8 A. Well, like at the Onondaga Nation
9 in New York, I think the Bear Clan died out.
10 The Eel Clan at Tuscarora died out. They
11 just -- because it follows the mother's lineage,
12 if there's no female, sometimes they would adopt
13 the -- but yeah, sometimes the clans are very --

14 304 Q. But in terms of -- you mentioned
15 the Bear Clan of the Tuscarora, and I'm just
16 using that as an example. Could they have been
17 split up where part of the clan went to a
18 different location after the American
19 Revolution?

20 A. Yeah, probably think of it as the
21 clans were reconstituted in place, wherever you
22 found your place. You still had to have that
23 clan relationship, and so, sometimes your clan
24 might be represented by somebody who is not a
25 condoled Chief, but you still have a

1 representative to look after your interest.

2 305 Q. When the clans split, did they
3 take the title with them? If there was a
4 Clan Mother, did it stay with that individual or
5 the Chief, or what happened to the titles with
6 respect to the splits?

7 A. Well, that's what I mentioned,
8 that they were duplicated.

9 306 Q. Duplicated.

10 A. Because you've only got one
11 system that says, Here's the titles for that
12 clan, and so, for a while, those clans and that
13 title operated in our territory in New York as
14 well as then they operated in our territories in
15 Ontario and Quebec.

16 307 Q. Let me know if I'm using the
17 incorrect word here. Was it almost a
18 duplication, then, of the clans when they
19 were -- a duplication of the same discussions,
20 efforts, responsibilities --

21 A. There could be two -- there
22 could be two men in different communities with
23 the same -- holding the same title, yes.

24 308 Q. And when you're talking about
25 communities, would that be under the -- would

1 both those report to the same Council, to
2 Onondaga or Ohsweken, or is that typically
3 reserved for when they are in different
4 territories?

5 A. If a Chief is stood up and all of
6 the proper ceremonies, and he's given the wampum
7 credentials, then that Chief can attend the
8 Grand Council.

9 So let's just say, you know, there's a
10 period when the Confederacy tried to do the best
11 they can to accommodate the needs for local
12 governance and a need for a collective
13 government. And so, that's why the titles were
14 represented in two different communities, but
15 today, we've narrowed that down to -- we are not
16 going to do that anymore, so they're just
17 standing up one leader that represents that
18 clan.

19 309 Q. On a slightly different topic,
20 we've heard sometimes the governance of the
21 Haudenosaunee communities described as
22 grassroots where authority comes from ground up
23 and where open communications with the
24 grassroots is particularly important.

25 Would you say that's a fair statement?

1 A. No. Because I don't quite know
2 what that -- you know, these are all, like you
3 say, loaded terms, and grassroots means
4 something very much today than it really meant
5 so...

6 310 Q. Could I maybe simplify it and
7 just say, Is open communication an important
8 principle within the Haudenosaunee community?

9 A. We certainly strive for it.

10 311 Q. So would you agree with me that
11 as a matter of Haudenosaunee governance, open
12 communication and transparency are essential?

13 A. Well, it's like all government,
14 though. It all depends who you're talking
15 about. Some matters are very sensitive and
16 meant to be held within the kind of -- like a
17 state document. This is matters not meant to be
18 shared generally. So during the negotiations on
19 the land matter, say like a -- you know, you
20 have strategy, you need sometimes things held in
21 confidence in order to proceed. So I want to
22 say, yes, we have this principle that we'd like
23 to have open communications. But this is being
24 Haudenosaunee is a participatory form. If you
25 are in the meetings, if you are in your clan

1 meetings, you know what's going on. If you
2 don't use that system, then, all of a sudden,
3 you want everybody to tell you what's going on.
4 It doesn't work that way. You have to go there.
5 Your Clan Mother has to go there, and that's how
6 you become informed.

7 We don't issue bulletins or
8 newsletters and go, Here's the minutes of the
9 meeting, you know, because we've maintained this
10 oral tradition. You have to be there in the
11 meeting.

12 312 Q. But within that openness and
13 transparency are core principles. Would you say
14 that's correct?

15 A. Yes, the Chiefs are instructed to
16 be honest and to treat people well, so that's
17 what they try to do.

18 313 Q. And that's in the Great Law,
19 these principles of openness and transparency
20 and communication?

21 A. Yes, but, again, you know, there
22 was -- it depends on what you mean by that when
23 you say transparency. What does that mean?
24 That everything we have is revealed to
25 everybody? I don't know any government that

1 operates that way. But if we are to express our
2 intention within the clan, the clan understands
3 then what's going on, the Nation understands
4 what's going on. And then when you go to the
5 Grand Council, you understand what's going on.

6 It isn't like they're hiding anything
7 from anybody. What they are saying is that it
8 requires your mind to be engaged with the
9 discussion, and that only happens when you are
10 there. Then you understand it. If your mind is
11 not engaged with the discussion, you are going
12 to be affected by rumour and innuendo and all
13 kinds of other stuff. So sometimes -- so that's
14 what I get concerned about. What does that
15 really -- what does transparency really mean if
16 you're not participating in the system.

17 314 Q. Mr. Hill, if you'll allow me
18 just -- and Madam Court Reporter, if you would
19 allow me just two minutes to confer with my
20 colleagues, and, otherwise, we can -- I'll be
21 back in just two minutes, if that works. We
22 don't need to go off. We don't need to go for a
23 break. I just want to confer my colleagues real
24 quickly.

25 -- OFF THE RECORD DISCUSSION AT 12:50 P.M.

1 -- RESUME AT 12:51 P.M.

2 MR. JUNAID: Mr. Hill, thank you so
3 much for answering my questions today. That
4 concludes my Examination for Discovery.

5 THE WITNESS: Thank you.

6 MR. JUNAID: My cross-examination.
7 Apology. My cross-examination on this
8 affidavit.

9 MR. DUMIGAN: Thank you, counsel.
10 Now, I understand we have some questions to come
11 from counsel for the plaintiff. Mr. Sheppard
12 wrote yesterday saying we are looking at maybe
13 1:45 or 2:00 o'clock. Given the time, do we
14 want to say 2:00 o'clock? Is that sufficient
15 time for everybody to get their questions in?

16 MR. JANES: 2:00 will be fine.

17 -- LUNCH TAKEN AT 12:53 P.M.

18 -- RESUME AT 2:00 P.M.

19 CROSS-EXAMINATION BY MR. JANES:

20 315 Q. Thank you. Mr. Hill, I'm Robert
21 Janes, I'm counsel for the plaintiff. I just
22 want to confirm that you are in fact the Richard
23 Hill who affirmed the affidavit, dated June
24 10th, 2022?

25 A. Yes.

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

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

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.

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?

1 A. That's correct.

2 339 Q. Its powers come from
3 Haudenosaunee law. Is that fair?

4 A. Yes. Although you could say they
5 were derived from the Creator, through the
6 Peacemaker, to the Haudenosaunee.

7 340 Q. Right. And again, its powers do
8 not depend upon the Canadian state?

9 A. Don't depend on it? As you know,
10 there's been a long-running issue between the
11 Canadian state and the Haudenosaunee as to whose
12 authority applies to certain jurisdictions. So
13 we don't depend on it, but we certainly have
14 fought hard for it, to get Canada to recognize
15 that fact.

16 341 Q. Right. And its powers do not
17 depend upon the Canadian courts. Is that fair?

18 A. Yes.

19 342 Q. And I just want to make sure I
20 properly understand the role of the Confederacy
21 Chiefs Council in -- in overall Haudenosaunee
22 society. And look, I -- I may not probably
23 understand this, so bear with me.

24 I take it though, that the -- the --
25 the Council as a whole, that is working as a

1 collective, does not govern all matters within
2 Haudenosaunee society. Is that fair?

3 A. Well, it kind of means -- or
4 depends on what you mean by govern. We
5 certainly have pre-existing rules that come from
6 the Great Law, from our creation story that
7 obligates us to certain action. But when it
8 comes to settling disputes, or negotiate on
9 behalf of the collective, then the Confederacy
10 does have authority in those matters.

11 343 Q. What I'm going to suggest to you
12 is that, for example, there are matters that,
13 for example, in the first instance might be
14 dealt with at the clan level?

15 A. Yes.

16 344 Q. So for example, the disputed
17 roles within the clan, the -- the first recourse
18 might be to the chiefs of that clan and the Clan
19 Mothers, rather than to the Confederacy Council.
20 Is that fair?

21 A. Yes.

22 345 Q. And similarly, matters might be
23 dealt with at the Nation level as well, before
24 they reached the Confederacy Council?

25 A. Yes.

1 346 Q. And then I think -- I'm going to
2 come to you that the Confederacy Chiefs Council
3 did have important responsibilities at the
4 Confederacy level, and suggest one of them, for
5 example, is collectively responsible for
6 ensuring the Great Law of Peace was followed?

7 A. Yes.

8 347 Q. And responsible for bringing the
9 nations together to maintain harmony and
10 occasions where disputes might arise between
11 nations?

12 A. Certainly encouraging the nations
13 to do such.

14 348 Q. Yes. I take it that ideally the
15 way the -- the Confederacy Chiefs Council is
16 through a process of discussion, and the
17 building of consensus is the ideal approach. Is
18 that fair?

19 A. Well, I prefer to say coming to
20 one mind. It's a little bit different than
21 our -- our English concept of consensus but
22 through the use of reason and the good mind, the
23 chiefs are supposed to arrive at a decision that
24 they will respect.

25 349 Q. Right. And I'm going to suggest

1 to you that in Haudenosaunee law, there is no
2 concept of reserve?

3 A. I mean, in terms of a piece of
4 land?

5 350 Q. Correct.

6 A. Right. That's true.

7 351 Q. And likewise, there's no concept
8 of -- of a reservation?

9 A. Well, it's not that we are not
10 aware of the -- the terms and the -- the
11 boundaries set aside for that, but our concept
12 of landholding is very different than the idea
13 of a reserve or a reservation.

14 352 Q. Right. What I'm going to suggest
15 to you is that Haudenosaunee territory was not
16 defined by the concept of a reserve, for
17 example?

18 A. Certainly not by us.

19 353 Q. Yes. And to be fair, I'm asking
20 you about what happens in Haudenosaunee law --

21 A. Yeah, yeah.

22 354 Q. -- I'm not asking about Canadian
23 concepts here. And likewise, Haudenosaunee
24 territory was not limited by concepts such as
25 reserve or reservation?

1 A. That's true.

2 355 Q. And -- and the Haudenosaunee
3 perspective, I suggest you, is that the concept
4 of reserve is really a colonial creation. Is
5 that fair?

6 A. Yes.

7 356 Q. Is the concept created by
8 Canadian law?

9 A. Well, actually probably French
10 and English law.

11 357 Q. Right. So the progression of a
12 French and English laws through to Canadian law
13 now?

14 A. Yes.

15 358 Q. And I suggest that in fact the --
16 the Haudenosaunee perspective on this -- on the
17 concept of reserves is concern that it's
18 actually used by the Canadian government as a
19 means to attempt to limit the Haudenosaunee
20 Confederacy. Is that fair?

21 A. I'm not sure what their thinking
22 is on that, but certainly it's been contested --
23 they've contested our -- our land rights.

24 359 Q. Oh, sorry. I'm not talking about
25 the government's contest. I'm talking about the

1 Haudenosaunee perspective, or concerns about the
2 concept of reserves. As there is a concern that
3 the Canadian government tries to use reserves to
4 limit the concept of what territory the
5 Haudenosaunee have?

6 A. I'm having difficulty on
7 understanding what you are saying. Because it
8 does deal with the Canadian state and their
9 intent, so we respond to that.

10 360 Q. Okay.

11 A. Certainly, let's just say that we
12 believe our land tenure extends to -- from the
13 outer limits of our territory, and that we've
14 had to put up a vigorous defence to maintain
15 that land despite the Canadian government.

16 361 Q. Right. And that -- when you say
17 "the outer limits," those are not the outer
18 limits of the reserves, these are the outer
19 limits of your territory as you conceive them?

20 A. Yes.

21 362 Q. Now I'm going to move onto
22 another concept. I just want to discuss the Two
23 Row Wampum concept with you.

24 A. Okay.

25 363 Q. And I take it the concept

1 underlying the Two Row Wampum is
2 non-interference in each other's affairs. Is
3 that a fair description?

4 A. Well, it's very complicated, as
5 you can imagine. There's a long oral narrative
6 that goes along with that. But generally it
7 says that the people of the ship, which we now
8 consider Canada, will keep its laws, its
9 beliefs, and its jurisdiction inside their ship.
10 And we will do the same with ours inside our
11 canoe.

12 364 Q. Great.

13 A. However, there is a space between
14 to negotiate problems that come between this
15 ship and the canoe.

16 365 Q. And actually you've -- you've
17 come to the next question I was going to ask, is
18 that the perspective is -- under the Two Row
19 Wampum, that disputes between the Haudenosaunee
20 Confederacy and the people of the ship would be
21 settled through diplomacy and discussion. Is
22 that fair?

23 A. Yes. The Treaty mandated that --
24 that we use reason and a good mind to build
25 trust, friendship, in order to resolve these

1 matters.

2 366 Q. And -- and really implicit in
3 this idea is the view that the Haudenosaunee
4 Confederacy would not submit itself to Canadian
5 courts to settle disputes between the people of
6 the ship and the Haudenosaunee. Is that fair?

7 A. Well, ideally. But from time to
8 time we can't just sit idly by and let the
9 courts roll over our interests.

10 367 Q. Right. So ideally, though, you
11 don't resort to court?

12 A. We haven't found a court that can
13 equitably weigh our interests in these matters.

14 368 Q. And likewise, the Canadian state
15 would not be required to submit to Haudenosaunee
16 institutions, in order to settle disputes
17 between the Haudenosaunee and the Canadian
18 state?

19 A. I'm not sure about that. There
20 are a couple of historic reference where that
21 actually happened, or at least with the -- with
22 the Crown suspended their rule of law and
23 followed Haudenosaunee law in order to settle a
24 matter to everybody's mutual benefit.

25 369 Q. So there was a choice made to --

1 to submit to a Haudenosaunee institution?

2 A. Yeah, it depends on the nature of
3 the situation.

4 370 Q. Right. But I'm going to suggest
5 to you that -- that looking at the -- the
6 preferred means, as understood under the Two Row
7 Wampum, the Haudenosaunee Confederacy would not
8 submit itself to Canadian courts, on the view
9 that they are fundamentally a Canadian
10 institution that imposes justice rather than a
11 means of negotiating resolutions. Is that fair?

12 A. I don't know if we can say it
13 that -- that crisply to imply that. Because
14 like I say, we've had to defend our interests.
15 So our -- our preference is that Canada would
16 respect the treaty relationship and apply those
17 principles to it, rather than to see ourselves
18 in court, letting somebody who does not have the
19 history and the background of all of that to
20 determine the nature of this case.

21 371 Q. And -- okay. So I just want to
22 turn to the events of 1924. And could you turn
23 up Exhibit F of your affidavit?

24 MR. DUMIGAN: This is the June 10th
25 affidavit, counsel?

1 MR. JANES: Yes, sorry. Unless I say
2 otherwise, I'm going to refer to the June 10th
3 affidavit.

4 MR. DUMIGAN: Thank you.

5 BY MR. JANES:

6 372 Q. Are you there, Mr. Hill?

7 A. Yes, I am.

8 373 Q. Great. So at Exhibit F you
9 have -- you've attached Order in Council PC
10 1629. Is that correct?

11 A. Yes.

12 374 Q. And I take it this is the Order
13 in Council that imposed the elected Council
14 system on the Band known as the Six Nations of
15 the Grand River?

16 A. Or at least attempted to.

17 375 Q. Okay. But let me just go through
18 and ask you a few things about the
19 effectiveness, and see if we can agree on a few
20 things?

21 A. Yes.

22 376 Q. I take it you would agree with me
23 that this Order in Council did not change the
24 composition of the Haudenosaunee Confederacy?

25 A. Yes -- I mean, no, it did not.

1 377 Q. Correct. It did not change the
2 composition of the Confederacy Chiefs Council?

3 A. Correct.

4 378 Q. It did not change who the Clan
5 Mothers were?

6 A. No, it didn't.

7 379 Q. The Hereditary Chiefs still had
8 the same role in the Haudenosaunee Confederacy
9 after the Order in Council was passed as before?

10 A. Yes, with the additional
11 responsibility of trying to defend against this.

12 380 Q. Right. And the Clan Mothers
13 still had the same role in the governance of the
14 Haudenosaunee Confederacy as they had before?

15 A. Yes.

16 381 Q. And the Order in Council did not
17 change the Great Law?

18 A. Certainly not with the Chiefs and
19 Clan Mothers. But it was -- it was trying to
20 change the law that individuals in the community
21 could apply against the Chiefs.

22 382 Q. Could you show me where in the
23 Order in Council it discusses the Great Law?

24 A. It doesn't.

25 383 Q. Okay.

1 A. But you could say that the
2 Council of Chiefs, but it talks about here is --
3 it talks about them, yet it doesn't say
4 explicitly, or it doesn't talk about them
5 correctly.

6 384 Q. I'm going to suggest to you,
7 though, that going back to my question, let's
8 just talk about the Haudenosaunee perspective.

9 From the Haudenosaunee perspective,
10 this Order in Council did not change the Great
11 Law?

12 A. Correct.

13 385 Q. Okay. And I'm going to suggest
14 to you that -- that did not change -- the Order
15 in Council did not change how the Hereditary
16 Chiefs were chosen?

17 A. Well, if you're trying to say
18 explicitly and in what it's written, but the
19 practical application of it certainly had an
20 impact on -- on the -- the Council by chiefs.

21 386 Q. Well, I'm going to suggest to you
22 in a moment that it created an elected Council
23 with respect to the Band. But I'm going to
24 suggest you that it did not change who the
25 Hereditary Chiefs were. Is that fair?

1 A. A couple of the chiefs -- a
2 couple who were chiefs, then switched allegiance
3 and joined the elective system.

4 387 Q. Right. So there was some chiefs
5 who elected to, if you wish, cross over to the
6 elected system. Is that fair?

7 A. Yes.

8 388 Q. But the Order in Council did not
9 move them to the elected system, correct?

10 A. Right.

11 389 Q. That was a choice they made,
12 correct?

13 A. Yes.

14 390 Q. So in terms of the composition of
15 the Hereditary Chiefs of the Haudenosaunee
16 Confederacy, the Order in Council did not change
17 that, correct?

18 A. Yes, the title still remained.

19 391 Q. Okay. And likewise, the process
20 of selecting new Hereditary Chiefs did not
21 change?

22 A. Correct.

23 392 Q. The ceremony that was followed
24 when a hereditary chief became part of the
25 Council and was recognized, that did not change?

1 A. From what I've been able to see,
2 I would say no, it didn't change.

3 393 Q. That's the condolence ceremony.
4 Is that right?

5 A. Yes. Yes.

6 394 Q. And what did change, I think we
7 will agree on that, is -- or at least there was
8 an attempt to change, was the governance of the
9 Band known as the Six Nations of the Grand
10 River, correct?

11 A. I don't know what name they used
12 at that particular time, or -- I don't think it
13 was -- I think it was specified, the name that
14 was going to be applied to this. But I'm not
15 sure it's in this particular document.

16 395 Q. Well, let's -- let's see if we
17 can agree that the entity to which this document
18 purported to apply was to a band. And I'll just
19 take you down to see if we could look at that.
20 Sorry. I'm moving on a PDF document which has
21 now chosen to move slowly. So if you could just
22 go to...

23 A. Right, I think on page 243.

24 396 Q. I think that's right. Where it
25 speaks to -- it speaks to this, to the fact that

1 it's changing the Council, the elective system
2 for the Band:

3 "In consideration of this report,
4 et cetera, in view of the fact that
5 this Band..."(As read.)

6 A. Right. So it says:

7 "Part II of the Indian Act shall
8 apply to the Six Nations Band of
9 Indians."

10 397 Q. Right. And so, what I'm getting
11 at here is that this document didn't purport to
12 say anything about the -- the governance of the
13 Haudenosaunee Confederacy, it spoke to the
14 governance of the Six Nation Band, correct?

15 A. I don't know. I think we could
16 argue about its intent.

17 398 Q. Okay, let's talk about the words
18 first. The words were that it attempted to --
19 it spoke to the governance of this Band,
20 correct?

21 A. I just have to review the actual
22 quote. So when it talks about, you know, the
23 comparatively small number of old women are the
24 ones that select the Chiefs, they -- they are
25 commenting on -- on the Great Law, with the idea

1 that this is not the preferred way that a --
2 that a modern community should conduct
3 themselves.

4 399 Q. Right. So -- so bear with me.
5 I'm going to suggest you that it describes the
6 fact that prior to the Order in Council, that
7 the Hereditary Chiefs governed the Band,
8 correct?

9 A. Well, we could argue whether that
10 continued or not.

11 400 Q. No, no. Sorry. Okay. But --
12 but I'm asking you -- everybody agrees, I
13 suggest, that prior to this Order in Council,
14 the -- the system of governance was the
15 hereditary system. Is that fair?

16 A. Yes, the Council operated under
17 the mandates of the Great Law.

18 401 Q. And then afterwards, what the
19 government tried to change was the governance of
20 this Band, the Six Nations Band of Indians?

21 MR. DUMIGAN: Counsel, can I just --
22 "band" is kind of a loaded term. To be fair --

23 MR. JANES: Well, it's the word --
24 it's the term used in the document, and the
25 witness attached this document. If the witness

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

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.

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

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?

1 A. Yes.

2 418 Q. And you identified the existing
3 government of the Six Nations as the HCCC,
4 correct?

5 A. Yes.

6 419 Q. And in this case, what you mean
7 by Six Nations?

8 A. Well, actually I always mean two
9 things. Six Nations means the Haudenosaunee,
10 all of the nations. And in this particular
11 case, though, the community is defined now as
12 Six Nations on the Grand River.

13 420 Q. But the group that is referred to
14 as the Band, correct?

15 A. No. The Haudenosaunee people at
16 Grand River were not the Band, and are not the
17 Band.

18 421 Q. So here, though, what you're
19 saying is that Six Nations are the Haudenosaunee
20 people at the Grand River, correct?

21 A. Yes. I was referring to that
22 particular -- with inside the Haldimand Tract.

23 422 Q. Right. And because as I
24 understand it, there's a group of the
25 Haudenosaunee who settled along the Grand River

1 following the American Revolutionary War,
2 correct?

3 A. Yes.

4 423 Q. Other Haudenosaunee stayed in the
5 United States, correct?

6 A. Yes.

7 424 Q. There were other Haudenosaunee
8 who stayed at Akwesasne, and Kahnawake, and
9 Kane -- sorry, my pronunciation is terrible --
10 Kanesatake?

11 A. Kanesatake, yeah.

12 425 Q. Kanesatake. Is that correct?

13 A. Yeah.

14 426 Q. And then, there was another group
15 who settled at the Bay of Quinte, correct?

16 A. Yes.

17 427 Q. This was a group that followed
18 John Deseronto?

19 A. Yes.

20 428 Q. Right. So Order in Council PC
21 1629 is speaking specifically to the -- to the
22 group who settled at the Grand River, correct?

23 A. Correct.

24 429 Q. And that's the group associated
25 with the Haldimand Tract?

1 A. Yes.

2 430 Q. Right. And when I'm talking
3 about the Haldimand Tract, this is the tract of
4 land described in the Haldimand Proclamation,
5 correct?

6 A. Yes.

7 431 Q. And that the -- that the effect
8 I'm going to suggest to you at paragraph 66 of
9 the Order in Council was to impose a band
10 council system upon the Haudenosaunee people at
11 the Grand River, correct?

12 A. Yes.

13 432 Q. It was not an attempt to impose a
14 band council system on the whole Haudenosaunee
15 Confederacy, correct?

16 A. No, they were doing other things
17 in other places.

18 433 Q. Order in Council PC 1629 was not
19 intended to impose the band council system on
20 the whole Haudenosaunee Confederacy, correct?

21 A. Correct.

22 434 Q. And so I'm going to suggest to
23 you the practical effect of Order in Council PC
24 1629 was that from that point forward, there was
25 an elected Council in place at the Haudenosaunee

1 community at the Grand River, correct?

2 A. Yes. The elections were held and
3 a Council was designated.

4 435 Q. And I'd just like to talk to you
5 a little bit more about this Haudenosaunee
6 community at the Grand River.

7 So at paragraph 57 and 58 of your
8 affidavit, you discuss looking at the population
9 of the Six Nations of the Grand River Band of
10 Indians, correct?

11 A. Grand River Band of Indians, yes.

12 436 Q. And you looked at a page on the
13 Government of Canada's website and were
14 surprised, I take it, to find that it was one
15 person?

16 A. Yes.

17 437 Q. I take it, though, that you
18 understood that the Haudenosaunee community of
19 the Grand River even as understood by the
20 Government of Canada was much larger than one
21 person, correct?

22 A. Well, it intrigued me because I'd
23 never heard that designation before, the Six
24 Nations of the Grand River Band of Indians.

25 438 Q. Okay.

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

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

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

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

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

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?

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

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

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

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?

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

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.

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?

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.

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

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

1 War, the British represented to the
2 Haudenosaunee people who aligned themselves with
3 them, that they would be compensated for any
4 losses they suffered as a consequence of that
5 allegiance.

6 A. Yes, there was a pledge made to
7 that effect.

8 505 Q. Right. And as you understand it
9 -- and likewise, the British did not promise
10 those who fought with the Americans
11 compensation, correct?

12 A. Well, there's a little bit of
13 history there where they kept trying to seduce
14 more people over to their side by making these
15 offers. Even people who formerly fought against
16 them, they were willing to take them on. So
17 it's not totally black-and-white or exclusive of
18 each other.

19 506 Q. So are you saying that the
20 British promised compensation to the
21 Haudenosaunee who fought against them?

22 A. If it meant bringing them over to
23 Grand River, yes.

24 507 Q. Okay. And so your interpretation
25 of the passage that you've quoted there is that

1 this is a promise of compensation both to people
2 who aligned with the British and people who
3 fought the British?

4 A. Well, when you read it, we don't
5 know. It says the Mohawk Nation and such others
6 of the Six Nation Indians, so that's a whole lot
7 of people. It doesn't specify in there only
8 those who fought on behest of the Crown.

9 508 Q. Right. So let's take that
10 further. I think you will agree with me,
11 though, that it does restrict the application to
12 the Mohawk Indians and those who choose to
13 settle at the Grand River, correct?

14 MR. DUMIGAN: Counsel, you can read
15 the document. It doesn't say choose to settle,
16 just to be clear.

17 BY MR. JANES:

18 509 Q. As wish to settle in that quarter
19 to take possession of and settle upon the banks
20 of the river. Is that fair?

21 A. Yes. It was open to a lot of
22 people no matter what their allegiance was
23 during the war.

24 510 Q. But not to people who didn't wish
25 to settle at the Grand River, correct?

1 A. Well, the offer was made to them.
2 Whether they accepted it or not was another
3 thing.

4 511 Q. Right. So some people accepted
5 the offer to settle, correct?

6 A. Yes.

7 512 Q. And some people did not?

8 A. Right.

9 513 Q. And so when we get to the line
10 that's at the -- when we get to this passage,
11 you're talking about the passage that starts:

12 "In Her Majesty's Name, authorize
13 and permit the said Mohawk Nation and
14 such others of the Six Nations Indians
15 as wish to settle in that quarter to
16 take possession of and settle upon the
17 banks of the river commonly called
18 'Ouse' or Grand River."

19 Et cetera.

20 This is a reference to those of the
21 Six Nations who chose to settle at the Grand
22 River, correct?

23 A. I think you meant to say His
24 Majesty, not Her Majesty.

25 514 Q. Excuse me. You're quite right.

1 A. Yes, and there's also no deadline
2 on this. Many people moved over the course of
3 15, 20 years after this proclamation was made.

4 515 Q. So you're saying there are
5 individuals who could choose, as time went by,
6 to join the people who settled at the Grand
7 River?

8 A. Yes.

9 516 Q. Right. And then there would be
10 people who stayed on the American side, correct?

11 A. Yes.

12 517 Q. And then there were people, for
13 example, who followed John Deseronto who stayed
14 at the Bay of Quinte, correct?

15 A. Yes.

16 518 Q. And then there were people who
17 stayed at Akwesasne?

18 A. Who were already there, yes.

19 519 Q. Yes. They didn't move from
20 Akwesasne, Kanesatake, and -- Kanesatake.
21 Kanesatake. Sorry. My pronunciation is
22 terrible.

23 A. Kanesatake.

24 520 Q. Kanesatake. Thank you. Correct?

25 A. Some of them moved. That's why

1 you have so many different bands listed there.
2 But the majority of their people settled in
3 their territories and stayed there.

4 521 Q. Right. And likewise, there was
5 some people, like the people at Wahta, were
6 actually people who moved there later as a part
7 of an attempt by the federal government to
8 relocate some people, correct?

9 A. Yes. I think it was 1888 when
10 they moved to Gibson.

11 522 Q. Right. And I'm going to suggest
12 to you, just to go back to this compensation
13 point, the promise of compensation at the time
14 that the war was happening, was made to the
15 people who aligned themselves with the British,
16 correct?

17 MR. DUMIGAN: You've already asked
18 this question, counsel.

19 MR. JANES: I just want to actually
20 clarify some of these answers. So bear with me.

21 BY MR. JANES:

22 523 Q. I want to be clear. If we go
23 back to the time of the war being on, so before
24 the peace was made, I'm going to suggest to you
25 that the promise of compensation was made to

1 those Haudenosaunee people who aligned
2 themselves with the British, correct?

3 A. Yes.

4 524 Q. And what you're saying to me is
5 that after the peace was made, the British were
6 open to inducing others to come over. Is that
7 fair?

8 A. Yes.

9 525 Q. So there's a distinction in terms
10 of the promise being made at the time that the
11 war was on and the later inducements. Is that
12 fair?

13 A. Well, not everybody who allied
14 themselves with the Crown came over. So some of
15 them stayed over, they came over later.

16 526 Q. Right.

17 A. So it wasn't like they were
18 switching allegiance, it was just because of
19 whatever circumstances they decided to relocate.

20 527 Q. Right. Now, I want to ask you
21 about the Thompson report that you attached as
22 Exhibit G.

23 A. Yes.

24 528 Q. Can we just bring up -- could you
25 turn to Exhibit G?

1 A. Yes.

2 529 Q. So if you go to the beginning of
3 Exhibit G, is it -- and sorry. I'd like to take
4 you to page 249.

5 A. Yes.

6 530 Q. And in the first two full
7 paragraphs there, is it fair to say he describes
8 the process that he undertook to carry out his
9 commission?

10 A. Yes. I think we can assume so.

11 531 Q. Yes. And I take it there were a
12 couple of elements to this process. First, that
13 he decided to take evidence in-camera from
14 individuals. Is that fair?

15 A. If you mean privately.

16 532 Q. Correct. He uses the term
17 in-camera, but privately.

18 A. Yeah.

19 533 Q. Is that fair?

20 A. It appears so.

21 534 Q. And he took that evidence under
22 oath?

23 A. I'm not sure.

24 535 Q. Well, can you just take a quick
25 look at the last full sentence in the first

1 paragraph there where he says:

2 "I was urged to take all evidence
3 submitted under oath in-camera, and
4 this suggestion I adopted."

5 A. Yes.

6 536 Q. So I suggest to you that based on
7 that, he took the evidence under oath?

8 A. Well, those that were willing to
9 submit to the oath apparently.

10 537 Q. Yes.

11 A. So he may have gotten testimony
12 from others who didn't take the oath.

13 538 Q. Okay. And then in addition to
14 this privately taken evidence, he also held open
15 meetings?

16 A. That's what he said, yeah.

17 539 Q. And are you suggesting he didn't
18 hold open meetings?

19 A. Well, I wasn't there in 1923, and
20 all we have is his words. Just because it's
21 written doesn't mean it is true.

22 540 Q. Do you have some evidence that he
23 didn't hold open meetings?

24 A. What I'm saying is I don't have
25 any evidence of the meetings. I just don't know

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?

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.

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?

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

1 through D are things that cause you concern
2 about their justifications?

3 A. Well, it seemed to indicate to me
4 what the justification was, what they were
5 trying to achieve.

6 557 Q. So in your opinion, these four
7 quotes indicate what the justification was?

8 A. Like I said, among other things,
9 these are the ones that jumped out at me at the
10 time that I prepared this.

11 558 Q. Okay. So let's take a look at
12 some of these and some of the other
13 justifications to make sure if we can see what
14 some of the other things are.

15 So if we go to record page 256, and
16 that's PDF page 281, we actually see there's a
17 section labelled "Election of Chiefs", correct?

18 A. I'm trying to find that.

19 559 Q. So it's the type number 256 in
20 the upper right-hand corner, it's page 11 of
21 Mr. Thompson's report.

22 A. Oh, sorry. And that was G?

23 560 Q. Yes, in Exhibit G.

24 A. And what was the page number
25 again? Sorry.

1 561 Q. Record page 256. So that's the
2 number in the upper right-hand corner.

3 A. Yes.

4 562 Q. So there is actually a section
5 labelled "Election of Chiefs". Is that correct?

6 A. Yes.

7 563 Q. And is it fair to say that in the
8 first several paragraphs -- and I will say in
9 pejorative terms he describes the hereditary
10 system?

11 A. Yes.

12 564 Q. And then getting down to the
13 bottom of page 256, he identifies how there are
14 people who wish to maintain the hereditary
15 system, correct?

16 A. I'm not sure what line you are
17 referring to.

18 565 Q. So there is this paragraph that
19 begins:

20 "There can be no doubt that some
21 of the people cling to this ancient
22 form of governments."

23 A. Okay. Yes.

24 566 Q. Right. So he does identify that
25 there are people who want to maintain the

1 hereditary system, correct?

2 A. Yes.

3 567 Q. And, in fact, I'm just going to
4 go to the next page. In the first full
5 paragraph, he directly sites one person who
6 says -- I'll read the quote. He says:

7 "One Indian proudly remarked..."

8 And then he quotes:

9 "Ours is the oldest form of
10 government on the American continent."

11 Correct?

12 A. Yes.

13 568 Q. And then he goes on to recite
14 some of the objections that are raised to the
15 hereditary system, correct?

16 A. Noting that he said that these
17 were from the better educated and more
18 progressive Indians.

19 569 Q. Okay. These objections were
20 stated by the better educated and more
21 progressive Indians. Is that fair?

22 A. Yes, in his mind.

23 570 Q. Okay. And I would say that the
24 overall statement is that it says they are
25 keenly anxious for the same democratic form of

1 government as enjoyed by their white fellow
2 citizens?

3 A. Yes.

4 571 Q. So there were people in the
5 community who are expressing a desire for a
6 democratic government, correct?

7 A. Yes.

8 572 Q. And if we go to the next
9 paragraph, he starts off saying:

10 "Witness after witness pointed
11 out the following objections to the
12 present system."

13 Correct?

14 A. Sorry. My light here is not that
15 great.

16 573 Q. So immediately after the words
17 "fellow citizens", the next line starts --
18 before the list, it says:

19 "Witness after witness pointed
20 out the following objections."

21 A. Yes.

22 574 Q. Okay. So one objection you'll
23 agree that was pointed out was that the people
24 as a whole have no voice in the selection of
25 their councillors, correct?

1 A. That's what was expressed, I
2 assume.

3 575 Q. That didn't jump out at you as a
4 justification for imposing the elected system?

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.

11 576 Q. So there were members of the
12 community who weren't participating in the Great
13 Law process. Is that fair?

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.

19 577 Q. Did you mention that in your
20 opinion, that you had a list of witnesses?

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

1 traditional system or whatever.

2 578 Q. Right. So but you haven't done
3 that yet, have you?

4 A. No. Other scholars have looked
5 into that and commented on that.

6 579 Q. You haven't referenced those
7 other scholars, in your opinion, about the
8 report, have you?

9 A. No, I didn't.

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?

14 A. Yes.

15 581 Q. Different views about what system
16 of government should be in place?

17 A. Yes.

18 582 Q. Different affiliations with
19 respect to the religious communities in the
20 community, correct?

21 A. Yes.

22 583 Q. Some were Christians, correct?

23 A. Yes.

24 584 Q. And some followed the traditional
25 religion. Is that fair?

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.

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?

13 A. That's what was stated was said
14 to them.

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?

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.

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.

6 587 Q. But in fairness, the ability to
7 become a leader is limited by the hereditary
8 system. Is that fair?

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.

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?

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.

1 589 Q. So if I --

2 A. And even --

3 590 Q. Sorry.

4 A. -- to the point if you can't find
5 somebody in your clan like that, you would
6 borrow somebody to do that until you had
7 somebody there.

8 591 Q. So, in fact, the Hereditary Chief
9 system is not hereditary. Is that what I
10 understand?

11 A. Well, that's why the term
12 "hereditary" is always problematic because it
13 means different things to different people. We
14 say the system as described by the Great Law,
15 and it defines all of these things that we are
16 talking about.

17 But I think a lot of the detractors
18 that call it a hereditary system as a way of
19 making it seem archaic.

20 592 Q. I see. But in any event, then --
21 so you, though, are not disputing the report
22 that there were witnesses who said that they
23 felt that they had no voice in the selection of
24 their community is an accurate statement of
25 things that things were said to Mr. Thompson?

1 A. Well, I have to admit, as a
2 historian, you get a very suspicious mind about
3 government intent and what they do and the
4 duplicity that they were practising at that
5 time.

6 So all we have is his statement that
7 this is what people said. So I have to take it
8 on face value, that's what he said people said.

9 593 Q. Right.

10 A. Whether they actually said, how
11 many said it, as you see, it is pretty broad how
12 he expressed it. Witness after witness, is that
13 two? Is that three?

14 594 Q. And that's not an analysis you
15 did?

16 A. Yeah.

17 595 Q. And you did not see fit to
18 highlight this, for example, at paragraph 72 or
19 whatever it is of your affidavit, correct?

20 A. Right. Because the question
21 would be: How authentic are these responses?
22 And I'm not disputing their authenticity. I
23 just raise the question about that.

24 596 Q. Okay.

25 A. And so that's why it didn't jump

1 out at me as a primary reason.

2 However, you could say it does add
3 evidence, the expressed intent of the Thompson
4 commission, to do what they wanted to do.

5 597 Q. So you're saying that the --
6 okay.

7 And so then likewise, the second
8 statement you will agree with me that he reports
9 that people have objected to the existing system
10 on the basis that the Council was unwieldy
11 because of its size. Is that fair?

12 A. That's what it says. Absolutely
13 unwieldy, and that's -- I agree it makes me
14 wonder what did they actually say.

15 598 Q. Well, he goes on to elaborate
16 upon that by describing the number of people on
17 the Council, correct?

18 A. Yes.

19 599 Q. And the effect that that had,
20 namely, that the large number of people involved
21 in decision-making, delay decision-making,
22 correct?

23 A. What he's saying is there's too
24 many people involved in the decision-making.

25 600 Q. That's not correct. He's

1 actually saying that witnesses have said to him
2 that there are too many people involved in the
3 decision-making, correct?

4 A. So the witnesses are saying
5 there's too many people involved in that, and at
6 the same time, they're saying there needs to be
7 more people involved in that. So it's a little
8 confusing.

9 601 Q. Okay. Well, hold on a second.
10 Where does it say that the witnesses say more
11 people have to be involved in the
12 decision-making?

13 A. People as a whole have no voice
14 in a selection of the leaders. So that would
15 assume that there is not enough people having a
16 voice in the selection of their councillors.

17 602 Q. Right. But I'm going to suggest
18 to you that that's not saying that more
19 councillors were needed.

20 A. No. I'm saying -- look at what
21 it says here, right. So I guess the question
22 would be, then, is how many people were they
23 after? We don't know. All we have is what he
24 wrote at the time, and I mean, you're right in
25 saying that, Okay. They're saying that 60

1 Chiefs makes it difficult to conduct business
2 for less than 5000 people.

3 603 Q. Right. And I'm going to suggest
4 to you that's one of the justifications that's
5 advanced for moving to an elected system with a
6 smaller number of people, correct?

7 A. Well, I guess maybe we can argue
8 about justification or excuse.

9 604 Q. Okay. And then so you would
10 characterize it as an excuse. Is that what I
11 understand?

12 A. I have a supposition based upon
13 what other scholars have said about how
14 effective these hearings were in getting the
15 true voice of those 5000 people.

16 605 Q. Right. You didn't explain those
17 suppositions in your affidavit, correct?

18 A. Right. I didn't have -- time
19 problem. It's a lot of work to go back and dig
20 all of that out. And just because I didn't feel
21 that this was a primary matter to discuss, I
22 didn't look into it further.

23 606 Q. Okay. And then number 3, there
24 is a complaint about, again, using pejorative
25 language, that a great many of the Chiefs

1 appointed pursuant to the existing system are -
2 and the word is - ignorant men, with then a
3 reference to being unable to read and write,
4 correct?

5 A. Yes.

6 607 Q. And then leading to the
7 conclusion they are totally incapable of
8 transacting business, correct?

9 A. Ironically, the business and
10 transaction in the Haudenosaunee language is
11 where these men were expert at that.

12 608 Q. Right.

13 A. They couldn't read or write
14 English very well, but they certainly knew what
15 the law was and how to apply it.

16 609 Q. But this is what the witnesses
17 reported, correct?

18 A. Yes.

19 610 Q. And then also there's a complaint
20 that the existing Council is too expensive,
21 correct?

22 A. Yes.

23 611 Q. And then on that basis,
24 Mr. Thompson goes on to say:

25 "I am convinced that those

1 advocating a change in the system of
2 government have fully established
3 their contention and that an elective
4 system should be inaugurated at the
5 earliest possible date."

6 Correct?

7 A. Right.

8 612 Q. So I'm going to suggest to you
9 that this is -- these four points are the
10 description of his justifications, correct?

11 A. Yes.

12 613 Q. Right. Based upon his interviews
13 of the witnesses, correct?

14 A. Based upon what he said the
15 witnesses said.

16 614 Q. Right. I want to talk to you
17 about the passage you picked at paragraph 72-D.
18 Can you just go back and look at that again?

19 A. Yes.

20 615 Q. And I'm going to suggest to
21 you -- if you go to page 254 of your records,
22 that's in Exhibit G.

23 A. Yes.

24 616 Q. I'm going to suggest to you that
25 the passage that you've quoted at

1 paragraph 72-D, in fact, comes under the heading
2 of morality, correct?

3 A. Let me just check to see.

4 617 Q. Yeah, sure. Take your time.

5 A. Yeah, because I had it marked in
6 the original copy I was looking at but --

7 618 Q. Look, it's not a timed exam.
8 Take -- like, if I'm wrong, I want you to make
9 sure you tell me I'm wrong.

10 A. Okay. There, yeah, I found it.
11 Yes. Okay.

12 619 Q. And so this comes not under the
13 discussion of elections but under the discussion
14 of morality, correct?

15 A. Which was one of the issues about
16 election.

17 620 Q. Well, just bear with me. What
18 happens here -- now, I'm going to suggest to you
19 that if you read down to the section on
20 morality, there's an extended discussion about
21 the problem of unmarried people cohabiting and
22 having children together, correct?

23 A. Yes.

24 621 Q. And that there are a number of
25 people - and this is just presumably the

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-seek. 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

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

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

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?

1 A. Yes.

2 636 Q. And I'm also going to suggest to
3 you that there was no requirement that elected
4 chiefs be Christians imposed, correct?

5 A. I don't know why, then, you have
6 such an extended conversation about morality in
7 his report.

8 637 Q. Right. So can you just show me
9 where the requirement that the elected
10 councillors be Christians is recommended?

11 A. Right. You're not going to have
12 an explicit language to say you have to be
13 Christian in order to be elected in the elected
14 Council.

15 638 Q. Right. So that was not a
16 recommendation?

17 A. In this report?

18 639 Q. Correct.

19 A. No.

20 640 Q. Is that correct, it was not a
21 recommendation?

22 A. Yes.

23 641 Q. And likewise, it was not included
24 in the Order in Council imposing elected system,
25 correct?

1 A. Right.

2 642 Q. Okay.

3 MR. JANES: If I could just have a
4 moment. I'm going to confer with my colleagues
5 and then I will...

6 -- RECESS TAKEN AT 3:24 P.M.

7 -- RESUME AT 3:24 P.M.

8 MR. JANES: I'm done with my
9 questions. My friend may have some
10 re-examination for you.

11 THE WITNESS: All right. Thank you.

12 MR. DUMIGAN: Thank you, counsel. I
13 think I just have one question.

14 RE-EXAMINATION BY MR. DUMIGAN:

15 643 Q. Mr. Hill, Mr. Janes asked you -
16 looking at the Thompson report we were just
17 looking at - about purported desire in 1923
18 among members of the Grand River community for a
19 democratic process.

20 What is your understanding as to the
21 voter turnout in that democratic process since
22 1924 and today?

23 A. There's always been a very small
24 minority of people participating in the
25 elections. I think the first election at less

1 than 24 people, if I recall the number,
2 somewhere near there. So they've never been
3 able to show that the majority of the people
4 living at Grand River wanted this elective form
5 of government. So it's always been a minority
6 participating in it.

7 644 Q. Thank you. I have no other
8 re-exam.

9 (Whereupon this examination concludes
10 at 3:34 P.M.)

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REPORTER'S CERTIFICATE

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, [Note: Not all quotes have
been verified against source document, but
transcribed as read into the record];

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 27th day of March 2023.



PER: LEILA HECKERT
CERTIFIED VERBATIM REPORTER

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Richard Hill
March 15, 2023
Exhibit A

exhibitsticker.com



HAUDENOSAUNEE CONFEDERACY



- HOME
- ABOUT US
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- CULTURE & HISTORY
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DEVELOPMENT CONSULTATION ON HAUDENOSAUNEE LANDS (VISIT HERE)

Government



CONFEDERACY STRUCTURE



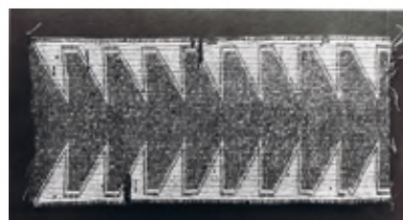
Each council meeting must have representation from every nation. The Onondaga opened council by greeting other members and offering thanks to the Earth and to the Creator. The Fire Keepers, the Onondaga, formally open and closed all councils and were responsible for passing on all matters deliberated 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 Tadadahoh 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.



TOP POSTS

- HDI MIDWINTER CLOSURE**
DECEMBER 17, 2021
- STATEMENT: CEASE AND DESIST BLUE TRITON**
NOVEMBER 25, 2021
- HDI MEDIA ADVISORY: NEW CONTACT INFORMATION**
NOVEMBER 19, 2021
- IN THE NEWS: TOBACCO TRIAL RESTARTS**
OCTOBER 22, 2021
- NORFOLK COUNTY BUYER BEWARE**
OCTOBER 12, 2021

DEPARTMENTS LINKS

- DEVELOPMENT INSTITUTE**
- DOCUMENTATION COMMITTEE**
- WILDLIFE & HABITAT COMMITTEE**
- REPATRIATION COMMITTEE**
- JOINT STEWARDSHIP BOARD**

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



+ CURRENT CLAN MOTHERS & CHIEFS

+ COUNCIL MINUTES & AGENDAS

NEWSLETTERS



Check out our Quarterly Newsletters

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JANUARY 2018

Fall 2015 Quarterly Newsletter

DECEMBER 2015

Summer 2015 Quarterly Newsletter

JULY 2015



Haudenosaunee Confederacy

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

Phone: 519-445-4222



CONTACT US

Name

Email

Message

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.

**UNDERTAKINGS AND REFUSALS ON THE CROSS-EXAMINATION OF
RICHARD HILL ON HIS AFFIDAVITS AFFIRMED JUNE 10, 2022 AND FEBRUARY 6, 2023
(EXAMINED ON MARCH 15, 2023)**

UT = undertaking; R = refusal

Examination by Men's Fire's Counsel

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER
1.	31	95	R	To provide a copy of background research conducted by Mr. Hill comparing the written versions of the Great Law of Peace.	Refused/unanswered.
2.	31	96	R	To provide a PowerPoint created by Mr. Hill between 2013 and 2015 for the purpose of analyzing the Great Law of Peace.	Refused/unanswered.
3.	32	98	R	To provide copies of original documents, research notes, and summary statements used to prepare Mr. Hill's affidavit.	Refused/unanswered.
4.	35	108	R	To provide a copy of the research manuscript prepared by Mr. Hill on the meaning of the wampum belts associated with the Great Law of Peace.	Refused/unanswered.
5.	35	109	R	To provide copies of all relevant extracts from any of the documents referred to in questions 95, 96, 98, and 108 that bear on the issues in Mr. Hill's affidavit.	Refused/unanswered.

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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.

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A P P E A R A N C E S:

MAX SHAPIRO, Esq., for the Plaintiff

GREGORY SHEPPARD, Esq.,

&

ROBERT JANES, Esq.,

TANIA MITCHELL, Esq., for the Defendant,

OWEN YOUNG, Esq., Attorney General of

HASAN JUNAID, Esq., Canada

KATRINA LONGO, Esq.,

SARAH KANKO, Esq.,

MYRA SIVALOGANATHAN, Esq.,

DAVID TORTELL, Esq., for the Defendant,

DAVID FELICIANANT, Esq., His Majesty the King

In Right of Ontario

THOMAS DUMIGAN, Esq., for the Moving Party,

COLIN CARRUTHERS, Esq., Haudenosaunee

DYLAN GIBBS, Esq., Development Institute

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A P P E A R A N C E S (Cont'd):

JEFFREY KAUFMAN, Esq., for the Intervenor,
The Men's Fire of the
Grand River Territory

Also Present: Shawayne Lawrence-Williams,
Student-at-Law, Gilbert's
Eric Fram, Student-at-Law, Gilbert's
Tayler Hill
Lonny Bomberry

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5800783

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I N D E X

WITNESS: Chief Mark Hill

PAGES

CROSS-EXAMINATION BY MR. DUMIGAN.....6 - 77

**The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T
and appear on the following pages: 27:18

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are
noted by U/A and appear on the following pages:
[None]

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and
appear on the following pages: 35:6, 44:21, 45:17,
48:12

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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
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	[No Exhibits Marked]	
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1 -- Upon commencing at 9:30 a.m.

2

3 CHIEF MARK HILL; AFFIRMED.

4 MR. JANES: Okay, so before we get
5 started with Mr. Dumigan's cross-examination, I
6 gather there is a few corrections that you would
7 like to make with respect to your evidence, and I
8 would just draw your attention to paragraph 30 of
9 the affidavit and I gather you have some comments
10 with respect to the referendum referenced there?

11 THE WITNESS: Yes, so I had originally
12 put in there, and again, this is prior to my time
13 in office, but there was the 1995 election that did
14 not go to a referendum. It was the 2019, so the
15 current election that did go to a referendum. So I
16 want to make that correction.

17 MR. JANES: All right. And at
18 paragraph 31, I gather you have a correction with
19 respect to the legal proceedings evidence?

20 THE WITNESS: Yes. So, again, it
21 states that there were no legal proceedings that
22 were taken to the challenge of this process. So
23 that there was a legal proceedings; however, it
24 didn't substantiate to an actual hearing.

25 MR. DUMIGAN: So they were commenced

1 but did not proceed, or something to that effect?

2 THE WITNESS: Correct, yes.

3 MR. DUMIGAN: Okay.

4 MR. JANES: AND so with that, I will
5 turn it over to you, Mr. Dumigan.

6 CROSS-EXAMINATION BY MR. DUMIGAN:

7 1 Q. Thank you. And good morning to
8 you, Chief Hill.

9 A. Good morning.

10 2 Q. My name is Thomas Dumigan. I am
11 one of the lawyers with the Haudenosaunee
12 Development Institute at Gilbert's LLP.

13 I am going to be asking you some
14 questions today on three affidavits that you have
15 sworn on this matter or affirmed in this matter. I
16 have got one from November 2nd, 2022, which is the
17 longer one; I have got a short one from December
18 5th, 2022; and I have another short one from
19 February 6th, 2023. Do you have those three in
20 front of you today?

21 A. Yes. I just have -- yeah.

22 3 Q. Okay. And just if I give you
23 paragraph references, presume I am going to the
24 first one, the longer one. I don't think I have
25 very much to ask about the other two shorter ones.

1 A. All right.

2 4 Q. So that is the November 2nd, 2022.

3 A. Yes.

4 5 Q. Great. And I gather you are in
5 the room there with Mr. Janes. Are you at the Six
6 Nations office?

7 A. We are located at the Six Nations
8 Parks and Recreation boardroom.

9 6 Q. Okay, is there anybody else in the
10 room with you other than Mr. Janes?

11 A. Yes, Greg Sheppard as well.

12 7 Q. Okay. And if you have a phone
13 with you, I would just ask you to put it to the
14 side, and I would ask that the only papers or notes
15 in front of you are just your affidavits that you
16 just mentioned you have.

17 A. Yes.

18 8 Q. And if you have it, the full
19 record is okay as well.

20 A. Yes, we're ready to go.

21 9 Q. Okay. And I don't know if I will
22 need to, but to the extent there is any
23 screensharing, my colleague, Mr. Gibbs, will do
24 that on the Zoom here.

25 A. Okay.

1 10 Q. Now, I understand from your
2 affidavit that you are Elected Chief of the Six
3 Nations of the Grand River Band of Indians?

4 A. That's correct.

5 11 Q. And that is the Plaintiff in the
6 underlying proceeding?

7 A. Yes.

8 12 Q. You were Elected Chief in November
9 2019?

10 A. That's right, yes.

11 13 Q. And do I have it correct that as
12 Elected Chief, you are a member of the Band Council
13 of the Six Nations of the Grand River Band?

14 A. Yes.

15 14 Q. And before you were Elected Chief,
16 you were a Councillor?

17 A. That's right.

18 15 Q. And that was from 2010 to 2019?

19 A. Yes.

20 16 Q. And that Band of which you are
21 Chief and formerly a Councillor, that is a Band
22 within the meaning of the Indian Act?

23 A. Yes.

24 17 Q. And its members are Indians within
25 the meaning of the Indian Act?

1 A. Yes.

2 18 Q. All right. And I don't think it
3 is in dispute, but just to be clear, the term
4 "Chief", that is a term that has come up quite a
5 bit in the evidence in this proceeding. Your title
6 is Chief as that term is used in the Indian Act?

7 A. Yes.

8 19 Q. Not a Chief pursuant to the
9 condolence and selection process under the Great
10 Law of Peace, which we have heard about from some
11 other witnesses; correct?

12 A. That's correct.

13 20 Q. And given that you are Elected
14 Chief, I presume that means that you are put in
15 place by way of elections?

16 A. Yes.

17 21 Q. And those elections, they have a
18 body of people who can vote in the elections?

19 A. Yes.

20 22 Q. And your evidence, I understand,
21 is that there are about 22,000 electors, people
22 eligible to vote in those elections?

23 A. That's right.

24 23 Q. And those 22,000 or so eligible
25 electors, that comes out of about 28,000 members of

1 the Band?

2 A. Yes.

3 24 Q. And I understand the difference
4 between people who are electors and people who are
5 simply members is primarily a matter of age; is
6 that right?

7 A. That's correct.

8 25 Q. But all electors must be members?

9 A. Yes.

10 26 Q. Now, these members -- actually,
11 I'll take you to paragraph 9 of your affidavit, and
12 I will give you a second to read that.

13 A. [Witness reviews document.]

14 Okay.

15 27 Q. And here you say the Band's
16 profile is posted on the website of
17 Crown-Indigenous Relations and Northern Affairs
18 Canada?

19 A. Right.

20 28 Q. That I gather is population
21 details?

22 A. Yes.

23 29 Q. And that is the population details
24 about members?

25 A. Yes.

1 30 Q. So these are the members of which
2 electors -- sorry, electors are comprised of a
3 subset of these members?

4 A. Yes.

5 31 Q. And in your affidavit and in that
6 Exhibit C page, the numbers correspond to
7 registered members of different Bands?

8 A. That's right.

9 32 Q. And Six Nations of the Grand River
10 is Band No. 121?

11 A. Yes.

12 33 Q. And you speak about thirteen other
13 Bands that are I will call it within the umbrella
14 of Six Nations of the Grand River Band?

15 A. Yes.

16 34 Q. Okay. And this body of members as
17 maintained by CIRNAC, these are the people that
18 have a say in your election?

19 A. Yes.

20 35 Q. And these are the people that have
21 a say in the election of Councillors?

22 A. Yes.

23 36 Q. And this is the constituency to
24 which you answer, I take it?

25 A. Yes.

1 37 Q. And this membership, we have the
2 website of CIRNAC, and is it fair to say that
3 membership is controlled by Canada?

4 A. Yes.

5 38 Q. And this is something you apply
6 for?

7 A. I wouldn't say apply for. It is
8 based upon, again, the membership itself.

9 39 Q. If you are not a member, could you
10 apply to become a member?

11 A. I am not sure what you are asking.
12 So to do a Band transfer from another Band, is that
13 what you are referring to?

14 40 Q. Or let's say that you are not
15 registered to any Band at all.

16 A. Well, if you meet the criteria of
17 CIRNAC, then yes, I guess you would be qualified if
18 you meet the criteria to be on the Band.

19 41 Q. Okay, and the criteria, that is
20 something that is administered by CIRNAC?

21 A. Yes.

22 42 Q. And is my understanding correct
23 that membership corresponds with status, like a
24 Status Card?

25 A. Yes.

1 43 Q. And that Status Card will say, you
2 know, a Band on it or something to that effect?

3 A. That's right.

4 44 Q. At paragraph 2 of your affidavit,
5 and you can go there if you like, you define "Six
6 Nations of the Grand River" and you say that that
7 is referring to Six Nations of the Grand River
8 Band?

9 A. Sorry, you are referring to what
10 section?

11 45 Q. Sorry, paragraph 2.

12 A. Okay, and sorry, can you repeat?

13 46 Q. Yes. So in this section, you
14 refer to "Six Nations of the Grand River" as a
15 defined term there, and by "Six Nations of the
16 Grand River", you are referring to Six Nations of
17 the Grand River Band?

18 A. Yes.

19 47 Q. And the Six Nations of the Grand
20 River, I gather it is not in dispute that that is
21 not the only community of Haudenosaunee people?

22 A. Sorry, can you reframe your
23 question?

24 48 Q. Sure. There are Haudenosaunee
25 people who are not members of Six Nations of the

1 Grand River Band?

2 A. Yes.

3 49 Q. And the Six Nations of the Grand
4 River Band does not represent all Haudenosaunee
5 people?

6 A. Yes.

7 50 Q. And we have already talked about
8 Six Nations of the Grand River Band, and that is
9 the Plaintiff in the proceeding.

10 A. Yes.

11 51 Q. And in that pleading, and we can
12 go to it if we need to, but there is a defined term
13 of "Six Nations", and I gather in that pleading
14 that is reference to Six Nations of the Grand River
15 Band?

16 A. Sorry, can we go to the document
17 you are referring to?

18 52 Q. Sure, I'll ask Mr. Gibbs to put
19 the pleading on the screen. So if we scroll down,
20 I believe it is in paragraph 1, and we have:

21 "The Plaintiff Six Nations of
22 the Grand River Band of Indians (the
23 'Six Nations') [...]"

24 A. Yes.

25 53 Q. Okay. And what I am trying to get

1 at is I understand that reference to the "Six
2 Nations" in this pleading is to the Band?

3 A. Yes.

4 54 Q. Okay. And I also understand that
5 Six Nations, outside of this pleading - and we can
6 take the pleading down - is the English term that
7 is sometimes used to refer to the Haudenosaunee
8 Confederacy at large?

9 A. I couldn't comment on that.

10 55 Q. Are you aware of the Haudenosaunee
11 Confederacy?

12 A. Yes.

13 56 Q. And you are aware that the
14 Haudenosaunee Confederacy is a Confederacy of
15 Nations?

16 A. Yes.

17 57 Q. And you are aware that the
18 Confederacy of Nations was let's say at the start
19 Five Nations?

20 A. Yes.

21 58 Q. And then at some point it became
22 Six Nations?

23 A. That's right.

24 59 Q. And are you aware of the
25 colloquial reference to the Haudenosaunee people

1 being the Six Nations people in English?

2 A. Sorry, can you define the term
3 "colloquial"?

4 60 Q. Common speech, that sometimes
5 people refer to instead of saying "Haudenosaunee"
6 or "Haudenosaunee Confederacy" or "Iroquois
7 Confederacy", they might say the "Six Nations
8 people"; is that fair?

9 A. I always refer to them and have
10 really been often referenced of that body of always
11 the Haudenosaunee Confederacy.

12 61 Q. Okay. Is it fair to say that the
13 Haudenosaunee Confederacy is comprised of Six
14 Nations?

15 A. Yes.

16 62 Q. Okay, and that Six Nations that
17 comprise the Haudenosaunee Confederacy, that is
18 different from Six Nations of the Grand River Band?

19 A. Yes.

20 63 Q. Okay. Do you agree with me that
21 there are Haudenosaunee people registered with
22 other Bands in Canada, not Six Nations of the Grand
23 River?

24 A. Yes.

25 64 Q. And do you agree with me that

1 there are Haudenosaunee people that aren't
2 registered with any Indian Act Band at all?

3 A. No.

4 65 Q. Is your position that all
5 Haudenosaunee people are registered under the
6 Indian Act?

7 A. Yes.

8 66 Q. What about Haudenosaunee people
9 living within present day United States of America?

10 A. I couldn't speak to the United
11 States.

12 67 Q. Is it your understanding that
13 people living in, for example, Onondaga in New York
14 are registered under Canada's Indian Act?

15 A. No, not to my understanding.

16 68 Q. So is it fair to say that there
17 are some Haudenosaunee who aren't registered to any
18 Indian Act Band at all?

19 A. I would say not within the country
20 of Canada.

21 69 Q. Okay, your position then is that
22 all Haudenosaunee who are in Canada are registered
23 under the Indian Act?

24 A. To my understanding, yes.

25 70 Q. But there are Haudenosaunee people

1 in the United States of America?

2 A. There are.

3 71 Q. Okay. And is it your
4 understanding that they may not be registered under
5 the Indian Act at all?

6 A. I couldn't speak to that.

7 72 Q. You just don't know?

8 A. That's correct. I just don't have
9 a better understanding of the United States Tribes.

10 73 Q. Is it your understanding that
11 Haudenosaunee people in the United States register
12 with Tribes under the Bureau of Indian Affairs?

13 A. That is to my knowledge.

14 74 Q. And your understanding is that the
15 Bureau of Indian Affairs is a United States
16 institution?

17 A. Yes.

18 75 Q. Not a Canadian institution?

19 A. Yes.

20 76 Q. And you mentioned later in your
21 affidavit that other Bands, there are other Bands
22 in Canada that are Haudenosaunee?

23 A. Yes.

24 77 Q. And you refer to them managing
25 their own affairs?

1 A. Yes.

2 78 Q. And I take it they have
3 governments that speak for them?

4 A. I would assume that they would
5 speak for themselves.

6 79 Q. Correct, and you don't speak for
7 them?

8 A. That's correct.

9 80 Q. And you don't speak for people who
10 aren't in your Band, your constituency, because
11 they don't have a say in the voting process, for
12 example?

13 A. In my view, everybody has a say
14 who is on our list.

15 81 Q. On your list. But people who
16 aren't on your list, they obviously can't vote,
17 they are not members; and therefore, they have no
18 say in your election or a Councillor's election or,
19 you know, your day-to-day operations?

20 A. Yes.

21 82 Q. I want to take you to paragraph
22 20, and I will give you a second to turn that up.

23 A. Okay.

24 83 Q. And you reference here the Elected
25 Council as being created under the Indian Act,

1 right?

2 A. Yes.

3 84 Q. And then you say that the Elected
4 Council is no longer governed by the Indian Act
5 electoral system?

6 A. That's correct, because we have
7 our own custom Election Code.

8 85 Q. And by "custom", I take it you
9 mean customized rather than customary; is that
10 fair?

11 A. That is right.

12 86 Q. And the electoral system that you
13 are talking about there, that is the one that you
14 speak about at paragraph 30? And you can go there,
15 if you like.

16 A. Yes, so this is the beginning of
17 the customized Code, and then further to the
18 amendment of that Code.

19 87 Q. Understood, and we'll go into
20 that. And I understand that the concept of an
21 electoral system, that was one that was put in
22 place in 1924, generally?

23 A. Yes.

24 88 Q. And then there is a new Election
25 Code that you refer to in 1995 and then another one

1 in 2019?

2 A. That's correct.

3 89 Q. Now, my understanding is before
4 1995, there were specific rules from the Indian Act
5 that applied to elections; is that right?

6 A. Yes.

7 90 Q. And they included the notion of
8 Electoral Districts on the Reserve?

9 A. Yes.

10 91 Q. And by the "Reserve", I am
11 referring to Six Nations of the Grand River Reserve
12 No. 40A; do I have that right?

13 A. Yes.

14 92 Q. And the Indian Act rules provided
15 for the election of twelve Councillors, I gather,
16 two for each District?

17 A. That's correct.

18 93 Q. And then in 2019 you reference
19 the -- or sorry, in 1995, apologies, you reference
20 a new Code, and we heard your correction this
21 morning that that was not pursuant to a referendum,
22 but I gather it changed some of the rules about how
23 elections are run?

24 A. That's right.

25 94 Q. It is fair to say -- and I have

1 taken a look through it, and I am going to give you
2 a few what seem to me to be differences as compared
3 to the old system.

4 A. Sure.

5 95 Q. Is it fair to say that the 1995
6 Code imposed term limits, for example?

7 A. Can you repeat that?

8 96 Q. Is it fair to say that the 1995
9 Code, the Election Code imposed term limits?

10 A. Term limits, yes.

11 97 Q. And those weren't in place under
12 the former Indian Act rules?

13 A. So there was always term limits.
14 I think it was dependent more on the years, so --

15 98 Q. Okay, so --

16 A. -- that changed from I think prior
17 to -- and I can't speak to as much prior to '95,
18 but to my understanding that changed from like a
19 two-year term to a three-year term.

20 99 Q. Okay, so a slight change in term
21 limits?

22 A. Yes.

23 100 Q. And it put in place some
24 nomination requirement --

25 MR. JANES: Sorry, just hold on one

1 moment. I think you should take a moment, and just
2 based on that answer, I wonder if you should
3 explore with the witness the question of the
4 different term limits versus the length of the
5 term.

6 BY MR. DUMIGAN:

7 101 Q. Okay, by "term limits", I was
8 referring to the number of years for which somebody
9 could serve.

10 A. Yes, so that has been amended
11 multiple times.

12 102 Q. Right. And under the Indian Act,
13 you said that let's say a Chief can sit for two
14 years. That was the case before 1995, to your
15 understanding?

16 A. Yes.

17 103 Q. And then after the 1995 Code, it
18 was three years?

19 A. Yes.

20 104 Q. And it provided for things like
21 advanced polling?

22 A. Yes.

23 105 Q. And that was something that wasn't
24 under the Indian Act rules?

25 A. That I am not sure of. To my

1 understanding, there was always an advance poll.

2 106 Q. Okay, but so let's say the 1995
3 Code specified particular advance Code polling
4 rules, whether they were there before or not?

5 A. Yes.

6 107 Q. Or whether advanced polling was
7 there before or not, I should say?

8 A. Right.

9 108 Q. So is it fair to say that the
10 Election Code passed in 1995 dealt primarily with
11 the procedure for elections?

12 A. Yes.

13 109 Q. And then we go to 2019 and there
14 is a new Code, which I gather you are likely more
15 familiar with?

16 A. Yes.

17 110 Q. And as it relates to 1995, I
18 understand that the 2019 Code reduced the number of
19 Councillors from twelve to nine?

20 A. That's correct.

21 111 Q. And it eliminated the idea of
22 Voting Districts?

23 A. Yes.

24 112 Q. And it changed the term for
25 Councillors from three years to four years?

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

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.

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

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?

1 A. Yes.

2 134 Q. And that you are saying the
3 claims, in your view, belong to the Band and its
4 members?

5 A. Yes. Just to clarify as well,
6 though, I want to -- regardless of the Band and its
7 members, in my view, we are all Haudenosaunee
8 people regardless.

9 135 Q. And I am not disputing that. I
10 understand that. But I am saying that for the
11 purposes of this action, I understand your view to
12 be that the claims belong to the members of the
13 Band, but not to the Haudenosaunee at large; is
14 that fair?

15 A. No, I wouldn't say that is fair,
16 because we are all Haudenosaunee.

17 136 Q. So is it fair then, in your view,
18 that the claims at issue in the case belong to the
19 Haudenosaunee more broadly than the Band and its
20 members?

21 A. I think it belongs to all Six
22 Nations members, including the Haudenosaunee. We
23 are all Haudenosaunee people, in my view.

24 137 Q. Right, and what I am trying to get
25 at is the Haudenosaunee is a -- the Haudenosaunee

1 is broader. It is a broader group than the Six
2 Nations of the Grand River?

3 A. I --

4 MR. JANES: Sorry, can I suggest, Mr.
5 Dumigan, that because we have used different terms
6 in different contexts here, I think what you are
7 saying here are the Haudenosaunee Confederacy; is
8 that not fair?

9 Can we perhaps -- in order to bring a
10 bit more accuracy to the questions, because I think
11 obviously the question is somewhat confusing, I am
12 going to suggest that we try to be consistent about
13 using the term "Haudenosaunee Confederacy" as
14 opposed to the "Six Nations of the Grand River" to
15 distinguish between the two groups.

16 BY MR. DUMIGAN:

17 138 Q. Sure, and maybe I can say this.

18 Chief Hill, would you agree that the
19 Haudenosaunee Confederacy, that is, the entire
20 sovereign people throughout history, is comprised
21 of Haudenosaunee people?

22 A. Yes.

23 139 Q. Okay, and when I refer to the
24 Haudenosaunee, I am referring to the big group,
25 right, regardless of --

1 A. But when you refer to
2 Haudenosaunee, you are also referring to me.

3 140 Q. You are within the big group.

4 A. Yes.

5 141 Q. Right, agreed. And what I am
6 getting at is when I refer to Haudenosaunee, is it
7 fair that you will understand me to be referring to
8 all Haudenosaunee people everywhere registered to
9 any Indian Act Band, registered to any Bureau of
10 Indian Affairs Tribe or not registered to anything
11 at all. Haudenosaunee people are a larger group of
12 people than any particular Band; correct?

13 A. Yes.

14 142 Q. Okay. So when I am referring to
15 the Haudenosaunee at large, I am referring to the
16 larger subset, inclusive of people registered to
17 Six Nations of the Grand River.

18 A. Okay.

19 143 Q. Okay. So at paragraph 41 you say
20 it is your view that the claims in this case belong
21 to Six Nations of the Grand River, and you have
22 told me that it is your understanding that it means
23 it belongs to the Band and its members?

24 A. Yes.

25 144 Q. And I take it then that your

1 understanding is that it does not belong to people
2 who are not members of the Six Nations of the Grand
3 River Band, the claims?

4 A. Yes.

5 145 Q. Okay. And there are Haudenosaunee
6 people, we have already clarified, who are not
7 members of the Six Nations of the Grand River Band?

8 A. Yes.

9 146 Q. So is it your view that the claims
10 in this case do not belong to the Haudenosaunee
11 people more broadly but only to this particular
12 Band? That is what I am trying to clarify.

13 A. Only to Six Nations of the Grand
14 River.

15 147 Q. And by Six Nations of the Grand
16 River, you are referring to the Band and its
17 members?

18 A. Yes.

19 148 Q. Okay. So your position is that
20 the Haudenosaunee more broadly do not have a claim
21 in this case. It is only a subset of Haudenosaunee
22 people?

23 A. Yes.

24 149 Q. And you understand that this
25 action concerns, among other things, the Haldimand

1 Proclamation of 1784?

2 A. Yes.

3 150 Q. And is it fair to say and you will
4 agree with me, I take it, that there are disputes
5 about interpreting the Haldimand Proclamation of
6 1784?

7 A. Yes.

8 151 Q. Including from, for example, the
9 Crown Defendants?

10 A. I have not seen.

11 152 Q. Is it fair to say in your
12 understanding that the Crown Defendants take a
13 different view of the Haldimand Proclamation than
14 the Six Nations of the Grand River Band does?

15 A. I have not seen that. I can't
16 answer that question.

17 153 Q. Okay. Do you have any
18 understanding as to -- obviously there is an
19 intervention motion going on in this case. That is
20 why we are here today.

21 A. Yes.

22 154 Q. Is it fair to say that the
23 Haudenosaunee Confederacy Chiefs Council takes a
24 different view of the Haldimand Proclamation than
25 does the Six Nations of the Grand River Band?

1 MR. JANES: Well, how can he testify as
2 to what the state of mind was of the Haudenosaunee
3 Confederacy Council?

4 MR. DUMIGAN: I'm sorry, I couldn't
5 hear you, Mr. Janes, I'm sorry.

6 R/F MR. JANES: Sorry. I object to that
7 question on the basis that he cannot answer as to
8 the state of mind of the members of the
9 Haudenosaunee Confederacy Council.

10 BY MR. DUMIGAN:

11 155 Q. Okay, that is fine. Is it your
12 understanding -- I'll just ask for his
13 understanding; is that okay, Mr. Janes?

14 MR. JANES: Well, let's see what the
15 question is, and then based on the question, we'll
16 deal with that, but that may be a better way to
17 proceed.

18 BY MR. DUMIGAN:

19 156 Q. Okay. Do you have any
20 understanding, Mr. Hill, as to whether the
21 Haudenosaunee Confederacy Chiefs Council takes a
22 different view of the Haldimand Proclamation than
23 does the Plaintiff Band?

24 A. I don't have an understanding of
25 that.

1 157 Q. Thank you. But you have agreed
2 with me that there are disputes about how it is to
3 be interpreted?

4 A. Yes.

5 158 Q. Are you aware that it is HDI's
6 position on behalf of the Haudenosaunee Confederacy
7 Chiefs that the Haldimand Proclamation concerns
8 rights of the Haudenosaunee Confederacy at large?

9 A. I am not aware.

10 159 Q. You are aware that the Plaintiff
11 opposes HDI's motion?

12 A. Pardon me?

13 160 Q. Are you aware that the Plaintiff
14 opposes HDI's motion to intervene in this case?

15 A. Yes.

16 161 Q. And is it the Plaintiff's view or
17 your view that HDI has no interest in this case?

18 A. Yes.

19 162 Q. Is it your view and the
20 Plaintiff's view that the Haudenosaunee Confederacy
21 Chiefs Council has no interest in this case?

22 A. Yes.

23 163 Q. Is it your view that the
24 Haudenosaunee people outside of Six Nations of the
25 Grand River have no interest in this case?

1 A. Yes.

2 164 Q. So the only people who have any
3 interest in this case are people that are
4 registered to the Band?

5 A. Yes.

6 165 Q. And it is only those people, in
7 the Plaintiff's view, that are entitled to any
8 remedies flowing from however this case is
9 determined?

10 A. So just if I can clarify on that
11 last question, I mean, in my view, those specific
12 on the Band are also part of the Haudenosaunee
13 Confederacy, so they technically would have an
14 interest based upon them being on the Band.

15 166 Q. Those people?

16 A. Right.

17 167 Q. Right, but you are saying that the
18 Haudenosaunee Confederacy doesn't have an interest.

19 A. What I am saying is that those
20 Haudenosaunee Confederacy who comprise the
21 Haudenosaunee Confederacy are also a part of the
22 Band.

23 168 Q. Right, but the Band is not -- it
24 is a smaller subset of the Haudenosaunee
25 Confederacy is your understanding?

1 A. It is a body that represents all
2 of its members based upon CIRNAC and our first
3 conversation.

4 169 Q. So I just want to understand that.
5 I understand your position to be that the members
6 of the Plaintiff Band are Haudenosaunee?

7 A. Yes.

8 170 Q. And I guess I am trying to
9 understand does the Haudenosaunee Confederacy have
10 an interest in the issues in this case?

11 A. No, but what I am saying, to
12 clarify, is that the Haudenosaunee Confederacy are
13 also a part of the Band, which they would have an
14 interest.

15 171 Q. And maybe just to clarify your
16 evidence, it is there are people in the
17 Haudenosaunee Confederacy who are also members of
18 the Band?

19 A. That's right.

20 172 Q. And the --

21 A. And just like vice versa, for
22 myself, I also feel in my view that I am also a
23 part of the Haudenosaunee Confederacy as a
24 Haudenosaunee person.

25 173 Q. Of course, but it is your view

1 that the Haudenosaunee Confederacy does not have
2 any interest in the case?

3 A. That is right.

4 174 Q. Rather, just specific members of
5 the Band who you are telling me are also
6 Haudenosaunee?

7 A. But my point being is that the
8 Haudenosaunee Confederacy who are comprised of
9 members of our Band are also a part of this. So I
10 wouldn't say at large that the Confederacy has an
11 interest, but I would say people who are a part of
12 the Confederacy are also a part of the Band.

13 175 Q. But there are people in the
14 Confederacy who aren't a part of the Band as well?

15 A. Specific to Six Nations.

16 176 Q. Right, there are people who are in
17 the Haudenosaunee Confederacy that are not members
18 of the Band, of the Six Nations of the Grand River
19 Band?

20 A. To my knowledge, they are all part
21 of the Band.

22 177 Q. All members of the Haudenosaunee
23 Confederacy are part of the Six Nations of the
24 Grand River Band?

25 A. Specific to Six Nations, yes.

1 178 Q. So when you are saying "specific
2 to Six Nations", are you saying specific to the
3 Reserve?

4 A. Yes.

5 179 Q. The Six Nations of the Grand River
6 Reserve 40B?

7 A. 40A and B.

8 180 Q. 40A and B. But you'll agree with
9 me that there are -- the Haudenosaunee Confederacy
10 is made up of people --

11 A. But what I am trying to get at is
12 that we are all one people. I mean, what it sounds
13 like is that -- like the Iroquois Confederacy is
14 also part of the Band and the people who are part
15 of the Band are also a part of the Iroquois
16 Confederacy.

17 181 Q. So is it your view that all, the
18 entirety of the Haudenosaunee or Iroquois
19 Confederacy is part of the Six Nations of the Grand
20 River Band?

21 A. No, that is -- Six Nations of the
22 Grand River specifically of the Iroquois
23 Confederacy.

24 182 Q. So there is a subset of the
25 Iroquois Confederacy residing at Six Nations of the

1 Grand River Reserve No. 40A and 40B who are members
2 of the Band?

3 A. Yes.

4 183 Q. But there are members of the
5 Haudenosaunee or Iroquois Confederacy who are not
6 members of the Six Nations of the Grand River Band?

7 A. Yes.

8 184 Q. Okay. And that membership, we
9 have already talked about, is controlled by
10 Crown-Indigenous Relations and Northern Affairs
11 Canada?

12 A. Yes.

13 185 Q. And you talk in your affidavit
14 about efforts to you say take control of the Six
15 Nations of the Grand River Band membership from
16 Indigenous Affairs and Northern Development Canada,
17 which I gather --

18 A. Sorry, sorry, where are you
19 referring to?

20 186 Q. This is paragraph, I believe, 33,
21 starting at paragraph 33.

22 A. Okay.

23 187 Q. And you speak about a process, in
24 your words, "to take control of [the] band
25 membership from Indigenous Affairs and Northern

1 Development Canada"?

2 A. Yes.

3 188 Q. And that is now known as
4 Crown-Indigenous Relations and Northern Affairs
5 Canada?

6 A. Yes.

7 189 Q. And you describe a proposed Code
8 in that section and a voting process regarding that
9 Code, right?

10 A. Yes.

11 190 Q. And I understand this was in
12 support of an application made under section 10 of
13 the Indian Act; is that right?

14 A. Sorry, can you refer to section
15 10?

16 191 Q. I'll take you to maybe we'll go to
17 your third affidavit.

18 A. Sure.

19 192 Q. And there is Exhibit A to that
20 affidavit, there is a letter from Michael Walsh.

21 A. Okay, sorry, and you are referring
22 to which?

23 193 Q. The only exhibit in that affidavit
24 is Exhibit A.

25 A. A, yes.

1 194 Q. It is a letter to you.

2 A. Yes.

3 195 Q. Okay, and you will see under the
4 heading "Transfer of Membership Control"?

5 A. One of the sub-headings, yes.

6 196 Q. Yes, and it says:

7 "Section 10 of the Indian Act
8 provides a route by which a First
9 Nation may establish membership
10 rules and request that control over
11 its membership."

12 A. Yes.

13 197 Q. So my understanding is that the
14 voting process and proposed Code, that was in
15 connection with a submission or an application or a
16 request, whatever you want to call it, under
17 section 10 of the Indian Act?

18 A. Yes.

19 198 Q. And this is effectively asking for
20 permission from the Crown?

21 A. Yes.

22 199 Q. And there was in fact an
23 application made?

24 A. Yes.

25 200 Q. And this letter that we are

1 looking at, page 30 of I suppose it is the
2 Supplementary Responding Motion Record of the Six
3 Nations of the Grand River indicates that that
4 request was denied?

5 A. Yes.

6 201 Q. Now, backing up, we have already
7 talked about the Plaintiff's view as to who it is
8 that is entitled to or has a claim in this action,
9 and you have told me it is the members of the Six
10 Nations of the Grand River Band, right?

11 A. Yes.

12 202 Q. So is it your understanding that
13 unless somebody subscribes to a registry under the
14 Indian Act by which they could become a member of
15 the Plaintiff Band, they do not have rights under
16 the Haldimand Proclamation?

17 MR. JANES: I am just going to
18 interrupt you because --

19 MR. DUMIGAN: I can't hear you, Mr.
20 Janes.

21 R/F MR. JANES: I am going to object there,
22 because the process of registration and becoming a
23 member of the Band, you have not accurately stated
24 how it works under the Indian Act.

25 So to be clear, except for people who

1 are transferring, people do not have to register to
2 become Status Indians; in other words, they don't
3 need to take a step or apply to register as Status
4 Indians or to become Status Indians or to become
5 members. There is a birthright process for those
6 people who are not transferred.

7 So you have to be careful because you
8 are stating statutory processes to the witness and
9 not quite doing so accurately.

10 BY MR. DUMIGAN:

11 203 Q. Okay, that is fine, and I will
12 rephrase.

13 So is it your position then, given the
14 nature of the claims in this case, that unless
15 somebody is registered under the Indian Act, they
16 cannot have rights?

17 R/F MR. JANES: Well, again, I am going to
18 object because of the fact that the way that the
19 status and registration provisions of the Indian
20 Act work, rights extend statutorily regardless of
21 whether the person has actually registered or not.

22 And so in fairness, you are asking the
23 witness a question that involves a legal
24 understanding of how registration works and what
25 registration means. I think, in fairness, you

1 can't put the statute to the witness effectively
2 without ensuring that the statute is entirely
3 stated accurately.

4 BY MR. DUMIGAN:

5 204 Q. Okay, so maybe I'll rephrase this
6 again.

7 Chief Hill, you told me that members
8 correspond with a Status Card under the Indian Act;
9 is that fair?

10 A. Yes.

11 205 Q. And however --

12 MR. JANES: So, sorry, I just want to
13 be clear just so you know why I am objecting to
14 this line of questioning, because you have asked
15 the witness his understanding about this, but to be
16 clear, of course, membership is not dependent upon
17 having a Status Card.

18 MR. DUMIGAN: Can I say eligibility --

19 MR. JANES: Because there are many
20 people who have status who do not have Status
21 Cards.

22 BY MR. DUMIGAN:

23 206 Q. Okay, is it your understanding,
24 Mr. Hill, that in order to vote, you need a Status
25 Card?

1 MR. JANES: Well, again, I am going to
2 object to that because -- well, sorry, I'll let the
3 witness answer that.

4 THE WITNESS: Can you repeat the
5 question?

6 BY MR. DUMIGAN:

7 207 Q. Is my understanding correct that
8 in order to vote in elections for Six Nations of
9 the Grand River Band that you need a Status Card?

10 A. You need to be registered on the
11 Band List.

12 208 Q. On the Band List, and everybody on
13 the Band List either has a Status Card or maybe
14 they have lost it. There is a number that they
15 have. There is a registration number; fair?

16 A. Yes.

17 209 Q. Okay. And if you aren't on the
18 Band List, you do not have a voice in elections?

19 A. Specifically the Six Nations.

20 210 Q. Of the Grand River, correct.

21 A. Yes.

22 211 Q. Okay. And is it fair -- and maybe
23 I can do this, Mr. Janes, by reference to the Band
24 List, which Chief Hill has an understanding of. Is
25 it your understanding that unless somebody is on

1 the Band List, they do not have rights under the
2 Haldimand Proclamation?

3 A. I --

4 MR. JANES: Well, sorry, I am going to
5 object to this because -- and just bear with me as
6 to the reason for the objection, because of course
7 this claim is not asking the Court to litigate with
8 respect to whether or not there is broader issues
9 under the Haldimand Proclamation. We are asking
10 about the claims with respect to the Reserve or the
11 properties outside the Reserve.

12 R/F So I think in asking a generic question
13 about issues that haven't been pleaded, which we
14 haven't discussed with the witness which aren't at
15 in issue in this litigation, I am going to object
16 to that.

17 But if you want to ask questions about
18 entitlements arising out of the Reserve as
19 described in the Haldimand Proclamation, we are
20 happy to let you proceed on that basis.

21 MR. DUMIGAN: Well, Mr. Janes, maybe I
22 can ask you this. Is it fair to say that the claim
23 seeks to have the Haldimand Proclamation
24 interpreted to some extent.

25 MR. JANES: I think that is.

1 BY MR. DUMIGAN:

2 212 Q. Okay. So regardless of obviously
3 our different characterizations as to whether the
4 claim concerns a Reserve or concerns the Haldimand
5 Proclamation, I want to ask about the Haldimand
6 Proclamation, which Mr. Janes has just clarified.
7 The interpretation of it is at issue in the claim;
8 fair?

9 A. Yes.

10 213 Q. Okay. And I want to understand
11 whether or not it is your view that in order for an
12 individual to have rights under the Haldimand
13 Proclamation, they need to be on the Band List?

14 A. I wouldn't say -- that is not
15 entirely my view.

16 214 Q. That is not. So you cannot be on
17 the Band List, but have rights under the Haldimand
18 Proclamation?

19 A. I would say so.

20 215 Q. And is it fair then that rights
21 under the Haldimand Proclamation extend to people
22 beyond simply those people on the Band List and
23 registered to the Band?

24 A. Again, it is specific to Six
25 Nations.

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?

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

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

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.

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?

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

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?

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?

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

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 [...]"

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?

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

1 not privy to any other community that has all Six
2 Nations living in one territory.

3 281 Q. Right, but I am trying --

4 A. I am talking about the uniqueness
5 in that sense.

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.

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.

18 285 Q. I apologize. Just for the clarity
19 of the record.

20 A. All right.

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

1 before. It is the paragraph beginning "Certain
2 provincial officials [...]"

3 BY MR. DUMIGAN:

4 287 Q. Correct.

5 A. [Witness reviews document.]

6 Okay.

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.

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,

1 going back to the relationship with the Confederacy
2 is what we are trying to achieve.

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.

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.

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.

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.

22 294 Q. Is there another government?

23 A. Not to my knowledge.

24 295 Q. So there is only the -- I am just
25 curious about the "legitimate" point. Is there an

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.

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.

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.

1 So in fairness, you have got an answer
2 to your question. You have got to move on from
3 that.

4 BY MR. DUMIGAN:

5 299 Q. Well, to be fair, Mr. Janes, in
6 this section he refers to confusion as to who to
7 consult; correct?

8 A. Yes.

9 300 Q. And you say that confusion is
10 whether to consult the Six Nations of the Grand
11 River Band or its development corporation or the
12 Haudenosaunee Confederacy Chiefs Council or HDI;
13 correct?

14 A. Yes.

15 MR. DUMIGAN: Can you give me one
16 moment.

17 [Discussion Off The Record.]

18 BY MR. DUMIGAN:

19 301 Q. Apologies. So I am just going to
20 start again. This question, you said there is
21 confusion by municipalities that you spoke to as to
22 who to consult; correct?

23 A. Right.

24 302 Q. And you say that that confusion is
25 as to whether do I consult the Six Nations of the

1 Grand River Elected Council or do I consult HDI on
2 behalf of the HCCC; correct?

3 A. Right.

4 303 Q. Okay. So the paragraph concerns
5 or deals with the Haudenosaunee Confederacy Chiefs
6 Council; correct?

7 A. Sorry, can you repeat that?

8 304 Q. The paragraph, by virtue of
9 referring to "confusion", refers, if not
10 explicitly, implicitly to the Haudenosaunee
11 Confederacy Chiefs Council; is that fair?

12 A. To the Haudenosaunee Development
13 Institute.

14 305 Q. Okay, and you have told me that
15 the Haudenosaunee Development Institute works with
16 the Haudenosaunee Confederacy Chiefs Council,
17 right?

18 A. To my knowledge.

19 306 Q. Okay. And then you say that Six
20 Nations of the Grand River, as in the Band or the
21 Band Council --

22 A. Righting.

23 307 Q. -- "is the only legitimate
24 government of our nation"?

25 A. Yes.

1 308 Q. And I am trying to understand what
2 is it you mean by that?

3 A. I don't understand what your
4 question is. It was listed to the words prior to
5 of:

6 "The Supreme Court of Canada
7 confirmed and recognized that the
8 Elected Chief and Council is the
9 only governing body of the
10 Territory." [As read.]

11 So that is what I am referring to.

12 309 Q. Whether they say it is the only
13 governing body of the Territory or the only
14 legitimate government?

15 A. The only legitimate government.

16 310 Q. Okay, as opposed to who?

17 A. No one.

18 311 Q. There is no other government?

19 A. That is right.

20 312 Q. There is no contest?

21 A. That's right.

22 313 Q. So what is it that made you feel
23 you need to write to the municipalities saying it
24 is the only legitimate government? What other
25 government is in the running?

1 A. Based upon the Supreme Court, that
2 is what I am referring to.

3 314 Q. Well, you are addressing some
4 confusion, right. You are saying there is
5 confusion. Is there confusion as amongst
6 municipalities as to who the legitimate government
7 is?

8 A. I couldn't speak to that.

9 315 Q. Okay. But your view, and I know
10 you have already asked about -- or I have already
11 asked you about this, but you said that the
12 Haudenosaunee Confederacy Chiefs Council is not a
13 government or is not a legitimate government?

14 A. It is not a government.

15 316 Q. It is not a government.

16 In the first paragraph starting on the
17 second page, it starts "The Elected Chief and
18 Council of Six Nations [...]"

19 A. Okay.

20 317 Q. Do you see that?

21 A. Yes.

22 318 Q. And I am just going to go to the
23 end of that paragraph. The last sentence reads:

24 "No outside official or
25 proponent may engage with any

1 organization or individual that has
2 neither legal standing nor
3 accreditation by the SNGR." [As
4 read.]

5 Do you see that?

6 A. Yes.

7 319 Q. Is there another -- what outside
8 official or proponent -- sorry, I presume that is
9 the municipalities. What organization or
10 individual are you referring to here, if any?

11 A. I am not referring to anyone
12 specifically.

13 320 Q. Okay. Was there concern from the
14 Elected Council that proponents or outside
15 officials were engaging with an organization or
16 individual that wasn't the Elected Council?

17 A. Yes.

18 321 Q. What organization or individual?

19 A. The Haudenosaunee Development
20 Institute.

21 322 Q. And you are saying that the
22 Haudenosaunee Development Institute cannot operate
23 absent accreditation by SNGR; correct?

24 A. Right, based upon their
25 accountability.

1 323 Q. That is your view?

2 A. That is my view.

3 324 Q. And then in the second paragraph
4 on this page starting, "Six Nations of the Grand
5 River is vibrant [...]"; do you see that?

6 A. Yes.

7 325 Q. You refer to "our traditional
8 leadership", and that is the second sentence; do
9 you see that?

10 A. Yes.

11 326 Q. What traditional leadership is
12 that referring to?

13 A. I am referring to the
14 Haudenosaunee Confederacy.

15 327 Q. And you are referring to the
16 Confederacy Council, the Council Chiefs?

17 A. That's correct.

18 328 Q. And you say you have reverence for
19 their position and traditions?

20 A. Yes.

21 329 Q. But then you say, and I am going
22 to summarize here and tell me if this is fair, that
23 municipalities or external officials shouldn't talk
24 to the Confederacy Council outside of the SNGR
25 process?

1 A. That they shouldn't talk to the
2 Haudenosaunee Development Institute based upon the
3 accountability.

4 330 Q. Should they talk to the
5 Confederacy Chiefs?

6 A. That is a prerogative. I believe
7 that is what we are trying to come to the table at.

8 331 Q. So you say:

9 "It would be unacceptable
10 interference in our affairs for
11 external bodies to engage in
12 parallel discussions outside of the
13 SNGR process." [As read.]

14 Do you see that?

15 A. Yes.

16 332 Q. And you are referring to parallel
17 discussions with who?

18 A. The HDI.

19 333 Q. What about the Haudenosaunee
20 Confederacy Chiefs?

21 A. I couldn't speak to that.

22 334 Q. You don't know whether this is
23 referring to the Haudenosaunee Confederacy Chiefs?

24 A. Well, doesn't the HDI represent
25 the HCCC?

1 335 Q. Well, if that is your view, so
2 they shouldn't talk to HDI on behalf of the
3 Haudenosaunee Confederacy Chiefs; is that fair?

4 A. Sure.

5 336 Q. Okay. And you are saying that
6 they shouldn't do that, but in the same paragraph
7 you are saying that you hold the traditional
8 leadership in high regard?

9 A. Right.

10 337 Q. But then you are saying that
11 nobody should talk to the Chiefs either directly or
12 through their delegate, let's say, other than
13 through the SNGR process; fair?

14 MR. JANES: Well, in fairness, you are
15 not accurately stating what the document says.
16 That paragraph is speaking with respect to the duty
17 to consult, not with respect to other matters.

18 BY MR. DUMIGAN:

19 338 Q. Well, I suppose the document says
20 what it says. Whether it is limited to the duty to
21 consult we can argue over.

22 A. We are not arguing. That is the
23 fact. That is how this whole letter was generated.

24 339 Q. Well, I can read the letter as
25 well, and it says:

1 "It would be unacceptable
2 interference in our affairs for
3 external bodies to engage in
4 parallel discussions outside the
5 SNGR process." [As read.]

6 And then it says:

7 "for municipalities, provincial
8 officials or proponents to hold
9 separate parallel discussions or
10 consultation processes." [As read.]

11 So is it fair to say that it is
12 referring to consultation broader -- sorry,
13 discussions that are broader than simply
14 consultation, given the "or"?

15 A. No.

16 340 Q. Okay, so you are saying all of
17 this is consultation?

18 A. Yes.

19 341 Q. But no consultation should be done
20 with the Chiefs other than through the process?

21 A. Through our SNGR process.

22 342 Q. Okay, so you are saying that you
23 hold the traditional leadership in high regard?

24 A. Yes.

25 343 Q. But don't speak to them other than

1 through me; is that fair?

2 A. Yes.

3 344 Q. And is this July 11th, 2022
4 letter, in your view, an attempt to resolve the
5 acrimony between the Confederacy Council and the
6 Elected Council?

7 A. No.

8 345 Q. We heard from a witness earlier
9 this week, Wilfred Davey; do you know who that is?

10 A. Yes.

11 346 Q. He mentioned that the group that
12 he says he represents, the Men's Fire, has a very
13 good relationship with the Elected Council; would
14 you agree?

15 A. Yes.

16 347 Q. And who is the Men's Fire, in your
17 understanding?

18 A. Another group in the Six Nations
19 that has voiced concerns.

20 348 Q. Okay, and do you know who is in
21 that group?

22 A. All I know is Wilfred Davey and
23 Bill Monture Senior.

24 349 Q. And have you spoken to either
25 Mr. Davey or Mr. Monture about this action?

1 A. No.

2 350 Q. And Mr. Davey told us that the
3 Elected Council, whether you or otherwise, I
4 suppose, calls Men's Fire, I presume him or
5 Mr. Monture, whenever they need something; would
6 you agree?

7 A. No.

8 351 Q. You are not aware of that? Have
9 you ever called Men's Fire when you needed
10 something?

11 A. No.

12 352 Q. Has anyone else at the Band
13 Council to your knowledge done so?

14 A. No.

15 353 Q. And I take it then you have never
16 called Men's Fire about this action?

17 A. No.

18 MR. DUMIGAN: Mr. Janes, if I could
19 take two minutes just to confer with my team, I
20 think I am likely done.

21 MR. JANES: Could we have a moment to
22 have an off-the-record discussion?

23 MR. DUMIGAN: Yes, sure.

24 [Discussion Off The Record.]

25 MR. DUMIGAN: All right. Thank you,

1 Chief Hill, for your time today. Subject to
2 questions undertaken to be answered, I have no
3 further questions today.

4 MR. JANES: And we have no
5 re-examination.

6
7 -- Adjourned at 10:48 a.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 19th day of March, 2023.



NEESONS, A VERITEXT COMPANY

PER: DEANA SANTEDICOLA, RPR, CRR, CSR

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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.

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A P P E A R A N C E S:

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&

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TIM GILBERT, Esq., for the Moving Party,

THOMAS DUMIGAN, Esq., Haudenosaunee

DYLAN GIBBS, Esq., Development Institute

COLIN CARRUTHERS, Esq.,

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A P P E A R A N C E S (Cont'd):

JEFFREY KAUFMAN, Esq., for the Intervenor,
LIAM GERRY, Esq., The Men's Fire of the
 Grand River Territory

Also Present: Tayler Hill
 Lonny Bomberry

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5782063

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I N D E X

WITNESS: Aaron Detlor

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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**

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T
and appear on the following pages: [None]

INDEX OF ADVISEMENTS

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noted by U/A and appear on the following pages:
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INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE/LINE NO.
1	Document entitled "Minutes of Meeting, NEWCO, Corp. # 2438543", dated October 20, 2014.....	32/9
2	Article in the Two Row Times titled "Six Nations based HCCC/HDI are not the government of the Haudenosaunee".....	59/10
3	Article in the Two Row Times titled "HDI lawyer accused of overcharging clients", dated May 6, 2015.....	70/2
4	Email from Victoria Pileggi to the Court and Mr. Shiller, dated June 28, 2022.....	75/13
5	Reasons for Sentencing in the R. v. Green matter.....	78/6

1 -- Upon commencing at 12:30 p.m.

2

3 AARON DETLOR; AFFIRMED.

4 CROSS-EXAMINATION BY MR. KAUFMAN:

5 1 Q. Good afternoon, Mr. Detlor. My
6 name is Jeffrey Kaufman. I'll be cross-examining
7 you today on the affidavits in this proceeding.

8 Do I understand correctly you affirmed
9 an affidavit on August 31, 2022?

10 A. Correct.

11 2 Q. You affirmed a further affidavit
12 on February 6, 2023?

13 A. Correct.

14 3 Q. And you affirmed a supplementary
15 affidavit on February 8, 2023?

16 A. Correct.

17 4 Q. Sorry, Counsel, were you going to
18 say something?

19 MR. DUMIGAN: I thought it was just two
20 affidavits.

21 MR. GILBERT: This is Mr. Dumigan
22 speaking.

23 MR. DUMIGAN: There is an August 31,
24 2022, and February 6, 2023, right?

25 MR. SHAPIRO: I see in a Fourth

1 Supplementary Motion Record a supplementary
2 affidavit of Aaron Detlor dated February 8, 2023.

3 MR. DUMIGAN: Yes, that sounds -- let
4 me just track down this affidavit, and we'll get it
5 in front of the witness.

6 MR. GILBERT: There is too many
7 affidavits.

8 MR. KAUFMAN: Sorry, what did you say,
9 Mr. Gilbert?

10 MR. GILBERT: Too many affidavits, too
11 many motion records adorning the conference room.
12 I apologize for the delay.

13 MR. KAUFMAN: Okay, I am just trying to
14 get clarity. Is there not a supplementary
15 affidavit of Aaron Detlor dated February 8th, 2023,
16 contained in your Fourth Supplemental Motion
17 Record?

18 MR. GILBERT: I am showing the witness
19 an affidavit of February 8, 2023.

20 BY MR. KAUFMAN:

21 5 Q. Yes, so you confirm, Mr. Detlor,
22 you also affirmed an affidavit on February 8, 2023,
23 as a supplementary affidavit?

24 A. Correct.

25 6 Q. I see on the Zoom camera,

1 Mr. Detlor, you have some documents in front of you
2 and some loose papers. Can you please show me what
3 is in front of you.

4 A. I have the Supplemental Responding
5 Motion Record of the Men's Fire of the Six Nations
6 Grand River Territory, and that is dated February
7 24, 2023.

8 7 Q. Sorry, before you leave that, are
9 there any notes contained in that document, or is
10 it a clean copy?

11 A. My understanding, it is a clean
12 copy, but I have not made any notes on it.

13 8 Q. Thank you. What else do you have
14 in front of you?

15 A. I have a printout of an email
16 dated June 28th, 2022 from Victoria Pileggi to
17 Susan Kartalianakis.

18 9 Q. Thank you. Are there any notes on
19 that document?

20 A. There are not.

21 10 Q. Thank you.

22 A. I have a copy of an Ontario Court
23 of Justice transcript which is dated as completed
24 April 17th, 2018, and the document on the first
25 page that is numbered but on the second page of the

1 photocopy package it is dated as Friday, October
2 20th, 2017, and it says "Reasons for Sentence -
3 Bourque J."

4 11 Q. Thank you. Are there any notes on
5 that document?

6 A. No, there are not.

7 12 Q. Thank you. What else do you have
8 in front of you?

9 A. I have an article from the Two Row
10 Times. The printout itself reads March 16th, 2023,
11 5:25 p.m., "HDI lawyer accused of overcharging
12 clients", and this is an article it appears dated
13 May 6, 2015, by Jim Windle.

14 13 Q. Thank you.

15 A. And there are no notes on this
16 document.

17 14 Q. Do you have anything else in front
18 of you?

19 A. I do. I have a photocopy package
20 that is titled "Exhibit D to the Affidavit of Aaron
21 Detlor of December 1st, 2016".

22 15 Q. Are there any notes on that
23 document?

24 A. No, there are not. And for the
25 record, it runs sequentially page numbered from 76

1 to 103.

2 16 Q. Thank you. Is there anything else
3 in front of you for the purposes of your
4 examination today?

5 A. Yes. I have the Second
6 Supplementary Motion Record of the Haudenosaunee
7 Development Institute August 31st, 2022. It is a
8 clean copy with no notes.

9 I have a Responding Motion Record of
10 the Haudenosaunee Development Institute dated
11 February 6th, 2023, and again, this is a clean
12 copy.

13 And then, finally, in front of me I
14 have the Fourth Supplementary Motion Record of
15 February 8th, 2023, and I can confirm that there
16 are no notes or handwriting on the document.

17 17 Q. Thank you. If we can first turn
18 to your Second Supplementary Motion Record affirmed
19 August 31, 2022, and could you please turn to
20 paragraph 6 of your affidavit.

21 A. Correct, I am at paragraph 6.

22 18 Q. In paragraph 6 you state:

23 "I, like all Haudenosaunee,
24 share in the collective rights and
25 interests of the Haudenosaunee."

1 Is that a true and correct statement?

2 A. Yes.

3 19 Q. Is land a collective right for the
4 Haudenosaunee?

5 A. I don't understand what you mean
6 by "land".

7 20 Q. Is land held in common for the
8 benefit of all Haudenosaunee?

9 A. Sorry, I don't understand. Land
10 held in common by whom?

11 21 Q. Held in common for all the people.

12 A. Which land are you referring to,
13 land in China or land in North America?

14 22 Q. Land in terms of land and property
15 in the Haudenosaunee Territory, not China.

16 A. Yes.

17 23 Q. And is land a sacred trust in the
18 Haudenosaunee Territory placed in the care of the
19 Haudenosaunee for the future generations?

20 A. No.

21 24 Q. Land is not a sacred trust for the
22 Haudenosaunee in the Haudenosaunee Territory?

23 A. Insofar as the word "trust"
24 implies a legal framework outside of that of the
25 Haudenosaunee, I would say no. We don't refer to

1 land as land. We refer to it as "yonkenystonhonga"
2 which refers to, by way of best possible
3 translation, "our mother, the earth".

4 25 Q. And it is the mothers who are the
5 caretakers of the land?

6 A. No.

7 26 Q. The mothers bear a special
8 responsibility in Haudenosaunee culture for the
9 land?

10 A. Everyone has a special obligation
11 with respect to the land.

12 27 Q. In Haudenosaunee Laws and the
13 Great Laws, there is no such thing as private
14 property; is that correct?

15 A. I am not an expert on the Great
16 Law, so I wouldn't be able to opine on that.
17 Certainly there are instances where something
18 approximating a private-like interest would occur
19 with respect to various historical village sites
20 and, in particular, the manner in which Clans are
21 responsible for those village sites. I don't know
22 if I would characterize that as private property,
23 per se.

24 28 Q. And at any time advising the HCCC
25 Council or being a Delegate on a Council, have you

1 discussed this issue of private property rights in
2 the Great Laws?

3 A. Whose private property rights?
4 I'm sorry, I don't understand the question.

5 29 Q. Can there be private property
6 rights of Haudenosaunee land under the Great Laws;
7 have you discussed that at all or advised HCCC on
8 that issue?

9 A. We have entertained discussions on
10 those particular issues, yes.

11 30 Q. And what did you advise in
12 relation to those issues?

13 A. I don't recall advising
14 anything --

15 31 Q. Did any --

16 A. Sorry, I am just trying to finish,
17 to answer the question.

18 32 Q. Yes.

19 A. I don't recall providing any
20 advice on private property issues other than
21 general discussions that we undertook over the past
22 15 years with respect to how to best characterize
23 Haudenosaunee interests, values, traditions, custom
24 and laws in the context of the current Canadian
25 nation state, and specifically, how the

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.

9 33 Q. Have you ever discussed or advised
10 HCCC on the acquisition of any particular land?

11 A. Yes.

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

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.

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 --

20 37 Q. Sorry, just on those, were any of
21 those lands acquired?

22 A. No.

23 38 Q. Okay, so go on. Any other
24 particular --

25 A. Yeah, I don't remember them all.

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".

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.

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

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 --

10 40 Q. But no land was ever acquired in
11 Caledonia?

12 A. I am not certain that is correct.

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.

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

1 received input back from the community in relation
2 to those -- in relation to those offers, and the
3 community input was taken by the Chiefs and the
4 negotiating team and summarized.

5 The summary of the messages that were
6 received from the community were that the community
7 wasn't necessarily interested in money, first and
8 foremost. The primary concern expressed was
9 recognition of the Confederacy Chiefs Council as
10 the government of the Haudenosaunee people.

11 The second indication from the people
12 and just generally on a summary was the second area
13 of importance was the acquisition of land to
14 increase the land base of the Haudenosaunee, given
15 that the original million acres, approximately, of
16 the Haldimand Tract had been reduced to 45,000
17 acres. The community expressed that there were
18 significant land pressures with respect to growing
19 populations and a general inability to broaden the
20 land base of the Haudenosaunee in around what is
21 commonly referred to as the Six Nations Indian
22 Reserve.

23 And then the third point that was
24 raised, and it was raised as in the context of the
25 least most important object of engagement, was

1 money. So in the context of the original \$150
2 million offer, it was rejected, and the Chiefs then
3 began engaging with the Crown, both Federal and
4 Provincial, with respect to how land holdings could
5 be increased in the context of Haudenosaunee Law,
6 which was premised on the basis of the original
7 agreement set out in what is called the Peterson
8 Letter, and this would have been sometime in 2006
9 when David Peterson then negotiated for the
10 Province of Ontario --

11 43 Q. Can I just stop you for a second.

12 A. -- and agreed to --

13 44 Q. We are going far afield from the
14 question, sir.

15 A. You asked me to talk about any
16 land -- you asked me specifically to talk about any
17 discussions we had with land --

18 45 Q. I understand Caledonia, sir. I
19 have heard your answer on Caledonia. But you have
20 said a lot of things, but one thing you didn't
21 clarify or explain is you said there were 30
22 community meetings. Who do you define as the
23 community in relation to these 30 community
24 meetings in relation to the Caledonia land issues?

25 A. I indicated that when I said that

1 the meetings were with different Clans of the
2 Haudenosaunee Confederacy.

3 46 Q. So you had 30 different meetings
4 with 30 different Clans; is that how the meetings
5 went?

6 A. Approximately, yes.

7 47 Q. And over what period of time did
8 those meetings take place?

9 A. As I indicated earlier, I believe
10 it was over the course of something in the range of
11 three months.

12 48 Q. Do you have any other recollection
13 today of any specific land acquisitions that you
14 discussed with the HCCC other than what you have
15 told me today?

16 A. Yes, we discussed at length the
17 acquisition of what is referred to as the Burtch
18 Tract, as I was discussing, the Peterson Promise,
19 and that was a commitment by the Province of
20 Ontario to return some 300-odd acres to the
21 Haudenosaunee to be held in the manner that it was
22 held on or about 1784.

23 49 Q. And did that go through the same
24 process of involving the different Clans with
25 community meetings?

1 A. No, it did not.

2 50 Q. And was there any acquisition in
3 that case?

4 A. There is a difference of opinion
5 currently as to whether that was an acquisition or
6 not.

7 51 Q. And what is that difference of
8 opinion?

9 A. I believe the Province of Ontario
10 has turned that land over to a company that was
11 created by the Six Nations Elected Band Council,
12 which is obviously inconsistent with the commitment
13 by the Province of Ontario to return it to the
14 Confederacy in the manner it was held in 1784.

15 So just to give you a broader answer
16 now in relation to your question, and this is the
17 part where I am not quite clear because you asked
18 me to talk -- to give you an answer about every
19 single time we have ever talked about land
20 acquisition, so I am trying to do that to the best
21 of my ability, but there are 15 years of land
22 acquisition discussions that have been occurring.

23 52 Q. I am talking where there is actual
24 land acquired.

25 A. Okay.

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

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

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.

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

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

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.

1 72 Q. Who prepared that document?

2 A. I don't know.

3 73 Q. You'll agree with me that this
4 Land Rights Statement is in the HDI Policies?

5 A. Yes.

6 74 Q. And you were the Secretary of HDI
7 at the time?

8 A. No.

9 75 Q. You were a founder of HDI?

10 A. I was appointed as a Delegate by
11 the Confederacy Chiefs Council to HDI, but this
12 November 4th document pre-dates the creation of
13 HDI.

14 76 Q. But you subsequently became a
15 Senior Officer of HDI?

16 A. No.

17 77 Q. You are listed as an Officer of
18 HDI?

19 A. No.

20 78 Q. You are intimately involved in the
21 affairs of HDI?

22 A. I wouldn't use the word
23 "intimately", but yes, I participate significantly
24 in the operation and in the creation of HDI.

25 79 Q. And so did Mr. Doolittle?

1 A. Correct.

2 80 Q. Well, Mr. Doolittle produces HDI
3 Policies. Do you have reason to doubt that these
4 were actual policies of HDI?

5 A. The only thing that I indicated
6 was that I didn't draft them and I didn't know who
7 drafted them.

8 81 Q. I see.

9 A. But I have not indicated that they
10 are not part of the policy.

11 82 Q. You have seen these policies
12 before on Land Statement Rights?

13 A. Yes, I have.

14 83 Q. And you agree with that statement?

15 A. Do I personally agree with it?

16 84 Q. Yes. Do you agree with it as a
17 Delegate of HCCC?

18 A. I agree that it is a policy of
19 HDI.

20 85 Q. Do you have any knowledge as to
21 why this Land Rights Statement was prepared in or
22 around 2006?

23 A. I believe that it was prepared as
24 part of the ongoing process of attempting to
25 reconcile European common law perspectives on law

1 and land with respect to Haudenosaunee
2 perspectives.

3 86 Q. Have you at any time discussed
4 this Land Rights Statement with HCCC?

5 A. I don't have specific recollection
6 of discussing this actual Land Rights Statement,
7 no.

8 87 Q. Okay.

9 A. But I do recall that -- I do
10 recall that when we were developing policies, that
11 we wanted to ensure consistency as we moved
12 forward.

13 So I have a dim recollection of
14 reviewing it when we were starting HDI and
15 reviewing it, yes.

16 88 Q. Have you ever discussed this Land
17 Rights Statement with Mr. Doolittle?

18 A. Yes, I have.

19 89 Q. And what was the purpose of
20 discussing the Land Rights Statement with
21 Mr. Doolittle?

22 A. To understand to the best extent
23 possible how Haudenosaunee interests could be
24 reflected in the English language and in terms and
25 concepts that were something that could be

1 communicated to people other than the
2 Haudenosaunee, and in particular, we -- I remember
3 having a distinct discussion about the concept of
4 allodial title and how allodial title might be one
5 of the means by which Haudenosaunee interests in
6 land could be communicated.

7 90 Q. In terms of land acquisition, has
8 HDI followed the Land Rights Statement as a policy?

9 A. Yes.

10 91 Q. In terms of land acquisition, has
11 243 Ontario done land acquisition in terms of
12 following the Land Rights Statement policy?

13 A. No.

14 92 Q. Can we turn to the HDI document
15 which you I think have in front of you, which is
16 marked as Exhibit D. Could we put that on the
17 shared screen, Liam, and you have a copy in front
18 of you, Mr. Detlor.

19 A. Exhibit D to which affidavit,
20 sorry, sir?

21 93 Q. Well, it is a loose document.

22 A. Yes, I confirm that I have that in
23 front of me, Exhibit D to the Affidavit of Aaron
24 Detlor of December 1st, 2016.

25 94 Q. Can you turn to the second page?

1 A. I am on the second page, sir,
2 which is page 77.

3 95 Q. And these are corporate documents
4 prepared for Newco which became 243 Ontario
5 Limited?

6 A. Correct.

7 MR. KAUFMAN: We'll mark that as
8 Exhibit 1 to your examination.

9 EXHIBIT NO. 1: Document entitled
10 "Minutes of Meeting, NEWCO, Corp.
11 # 2438543", dated October 20, 2014.

12 BY MR. KAUFMAN:

13 96 Q. I am looking at a Minute of
14 Meeting. Did you prepare this Minute of Meeting?

15 A. No, I did not.

16 97 Q. Who prepared this Minute of
17 Meeting on the first page of the Exhibit 1?

18 A. I don't know.

19 98 Q. Did Mr. Doolittle prepare this
20 Minute of Meeting?

21 A. I don't know.

22 99 Q. Did Elvera Garlow prepare this
23 Minute of Meeting?

24 A. I don't know.

25 100 Q. Did Hazel Hill prepare this Minute

1 of Meeting?

2 A. I don't know.

3 101 Q. Other than the attendees listed in
4 this Minute of Meeting of October 20, 2014, were
5 there any other attendees --

6 A. I don't know.

7 102 Q. -- who could have prepared --

8 A. I don't know.

9 103 Q. Do you accept that this Minute of
10 Meeting for a meeting of October 20, 2014, was an
11 accurate Minute of Meeting of that date?

12 A. I don't have any independent
13 recollection of the October 20th, 2014 meeting.

14 104 Q. Well, you put it in an affidavit
15 in a proceeding, so I assume that you accept that
16 this is a proper corporate document, do you not,
17 sir?

18 A. Well, I don't have the affidavit.
19 I just have this as an exhibit. I don't know why
20 it was attached as an exhibit to this affidavit of
21 December 1st, 2016.

22 105 Q. Are you questioning that you
23 signed an affidavit on that date?

24 A. No.

25 106 Q. In this Minute of Meeting it says

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."

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

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

1 time any meeting that Haudenosaunee Confederacy
2 Chiefs undertake also involves ceremonial aspects
3 with the recitation of the Ohenton Karihwahteka.

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

1 of culture broadly speaking and how negotiations
2 took place historically. You know, there was a lot
3 of material in those records that dealt with
4 Indigenous -- or sorry, Haudenosaunee languages.

5 119 Q. How much did it cost to acquire
6 these two properties for uses by HCC?

7 A. I think that -- I don't have
8 specifics, but I think the northern property was
9 something in the range of \$700,000-ish, and the
10 property on Oneida Road was approximately a
11 million.

12 120 Q. And before acquiring the two
13 properties, where did the meetings take place?

14 A. Which meetings are you referring
15 to?

16 121 Q. The meetings you say are now
17 taking place, the historical society meetings
18 taking place at these two properties. Where did
19 the meetings take place prior to the acquisition of
20 these two properties?

21 A. Prior to -- well, going back,
22 during the negotiations they occurred at the Oneida
23 Business Centre, and after the negotiations, those
24 facilities were no longer available.

25 All of the documents - and I am talking

1 like thousands, tens of thousands of documents -
2 they actually -- they took up I would say that they
3 would fill a large boardroom, those documents. The
4 Confederacy Chiefs didn't have any place to put
5 them, so they were in someone's garage for a period
6 of time.

7 And then most of the meetings after
8 Oneida Business Centre took place at the Onondaga
9 Cookhouse, which basically is a structure that was
10 built in 1880, had no running water, no washrooms.

11 122 Q. Was the Business Centre an owned
12 property or a rented property?

13 A. Sorry, by whom?

14 123 Q. By anybody. Was it owned by the
15 Chiefs or by HDI or 243, or was it a rented
16 property used by the Chiefs for meetings?

17 A. It was the location -- I don't
18 know who owned it. It was the location where the
19 negotiations took place with Ontario and Canada
20 during Douglas Creek. But it had washrooms and it
21 had electricity, and some of these other facilities
22 did not.

23 124 Q. Did you investigate or did HDI or
24 the Chiefs investigate renting properties for
25 meetings or for the storage of documents in a

1 boardroom?

2 A. Yes, they did.

3 125 Q. Okay, and is there any reports you
4 have or any information that you have in writing on
5 the attempt to rent property?

6 A. No, most of those discussions were
7 oral, consistent with the manner in which meetings
8 took place amongst the Chiefs.

9 126 Q. Do you agree with me you could
10 have rented property?

11 A. Yes, we could have rented
12 property.

13 127 Q. If we could go back to the Minute
14 of Meeting on the shared screen, it says in Exhibit
15 1, the Minute of Meeting of October 20, 2014, that
16 the Corporation as part of its role will look at or
17 be guided by the "8 points of jurisdiction" in
18 point number "iii"; do you see that?

19 A. Yes.

20 128 Q. Why was it important for 243
21 Ontario to be guided by the 8 points of
22 jurisdiction?

23 A. That is a policy position that the
24 Confederacy Chiefs had adopted and they wanted to
25 see that policy in terms of the 8 points of

1 jurisdiction in advance.

2 129 Q. And in terms of the first point of
3 jurisdiction, "The Great Law and its Laws", what
4 did you and the other Directors discuss about the
5 Great Law and its Laws as it pertains to the
6 operations of 243 Ontario?

7 A. We wanted to make sure that the
8 Chiefs had the opportunity to further develop their
9 understanding of the Great Law and its Laws and
10 ensure that resources were made available to them
11 so that they could undertake the activities
12 associated with advancing their collective
13 understanding of the Great Law and its Laws.

14 130 Q. And do you have any documents to
15 show that 243 undertook any such activity or
16 provided any funds for any such activity?

17 A. I believe that we assisted with at
18 some point the funding -- I believe that funding
19 went from 243 to the Chiefs so that they could fund
20 and resource what is referred to as the Great Law
21 Committee, and at the same time, on or about 2014,
22 there was a process undertaken to facilitate an
23 annual reading of the Great Law, which I understand
24 used to occur historically but they were having
25 problems resourcing those activities.

1 So I believe that 243 assisted in the
2 annual reading of the Great Law.

3 131 Q. Do you have any documentation to
4 show any funds expended for that specific purpose
5 at any point in time?

6 A. I don't have them, no.

7 132 Q. I would next like to show you a
8 document that is described as a Declaration of
9 Trust dated October 20, 2014, which is also
10 contained in the Doolittle affidavit.

11 MR. GILBERT: It is in the same
12 document, page 8.

13 BY MR. KAUFMAN:

14 133 Q. Yes. And it is also in Exhibit 1.
15 Did you prepare this Declaration of Trust,
16 Mr. Detlor?

17 A. No, I did not.

18 134 Q. Who prepared this Declaration of
19 Trust?

20 A. Gardiner Roberts.

21 135 Q. Was there any legal advice
22 provided on whether this Declaration of Trust
23 created a valid trust under Ontario law?

24 MR. GILBERT: I'll let him the question
25 on whether advice was sought or provided but not

1 the substance of the advice.

2 THE WITNESS: The advice was sought and
3 provided by Gardiner Roberts.

4 BY MR. KAUFMAN:

5 136 Q. Was there any advice provided on
6 the validity of a trust as set out in the
7 Declaration --

8 A. Not to my recollection, but
9 generally speaking, in my discussions I don't
10 recall them telling me that they were providing
11 legal advice that questioned the validity of the
12 advice they were giving.

13 137 Q. Did you receive any advice as to
14 whether the beneficiaries as listed in this
15 Declaration of Trust document were ascertainable
16 beneficiaries in accordance with trust law?

17 A. Yes, we did.

18 138 Q. And what advice did you receive as
19 to whether they were ascertainable beneficiaries in
20 this Declaration of Trust?

21 R/F MR. GILBERT: We are objecting on the
22 basis that is the substance of advice and it is
23 privileged.

24 BY MR. KAUFMAN:

25 139 Q. Would you produce any advice you

1 received on whether you had ascertainable
2 beneficiaries in the Declaration of Trust?

3 R/F MR. GILBERT: Objection, the same
4 basis.

5 BY MR. KAUFMAN:

6 140 Q. Who maintained the Minute Book for
7 243 Ontario?

8 A. I believe Gardiner Roberts did.

9 141 Q. And do they maintain the Minute
10 Book until today?

11 A. I am not certain who does today,
12 but I believe it is them.

13 142 Q. When is the last time you have
14 seen the Minute Book of 243 Ontario as a Director?

15 A. I don't recall, but not within the
16 last year.

17 143 Q. And the last time you saw the
18 Minute Book, where did you see the Minute Book?

19 A. I believe I saw it in the offices
20 of HDI at Grand River Education and Training.

21 144 Q. And when was that?

22 A. I don't recall.

23 145 Q. So is it fair to say the Minute
24 Book was originally kept at Gardiner Roberts, but
25 then it moved to Grand River Education and

1 Training's offices?

2 A. I don't know.

3 146 Q. Does the Minute Book contain a
4 share register?

5 A. Without looking at the Minute
6 Book, I wouldn't be able to advise.

7 147 Q. Would you undertake to review the
8 Minute Book and produce the share register?

9 U/A MR. GILBERT: We'll object as it is not
10 a discovery, but I'll take it under advisement.

11 BY MR. KAUFMAN:

12 148 Q. Have there be any shares issued
13 for 243 Ontario, to your knowledge?

14 A. Other than the initial shares?

15 149 Q. Yes.

16 A. No. I have no information of any
17 shares being issued.

18 150 Q. Other than the Minutes of Meetings
19 contained in Exhibit 1, have there been further
20 Minutes of Meetings prepared for 243 Ontario?

21 A. Not to my knowledge.

22 151 Q. You remain a Director of 243
23 Ontario?

24 A. Yes.

25 152 Q. You are also the lawyer for 243

1 Ontario?

2 A. No.

3 153 Q. You are paid by 243 Ontario for
4 legal services performed?

5 A. Yes.

6 154 Q. Do you have a retainer agreement
7 with 243 Ontario?

8 A. Not written, no.

9 155 Q. Do you charge 243 Ontario for
10 success fees in relation to particular matters?

11 A. No.

12 156 Q. Have you been paid success fees by
13 243 Ontario?

14 A. No. Well, actually, I don't know
15 where they come from, but the success fees aren't
16 in relation to 243.

17 157 Q. Well, what is --

18 A. I don't know what the accounting
19 is.

20 158 Q. What do you mean you don't know
21 what the accounting is? You are a Director of 243
22 Ontario.

23 A. But I would have to check with the
24 accountant to see if they come from 243 or if he
25 transfers them to HDI.

1 159 Q. Do you have a retainer agreement
2 with HDI?

3 A. Yes, I do.

4 160 Q. And would you undertake to produce
5 that, please?

6 R/F MR. GILBERT: No.

7 BY MR. KAUFMAN:

8 161 Q. Do you have any agreement which
9 specifies success fees in your retainer with HDI?

10 A. Yes.

11 162 Q. Would you produce the portion of
12 your agreement that deals with success fees?

13 R/F MR. GILBERT: No.

14 BY MR. KAUFMAN:

15 163 Q. How much in terms of success fees
16 did you receive from HDI and/or 243 Ontario in
17 2022?

18 A. I think something in the range of
19 \$130,000.

20 164 Q. How much in terms of success fees
21 did you receive from 243 Ontario in 2021?

22 A. The success fees were in relation
23 to a retainer agreement with HDI.

24 165 Q. And how much did HDI pay you in
25 success fees in 2021?

1 A. I believe it was a similar amount,
2 something in the range of \$130,000.

3 166 Q. And in 2020?

4 A. Something similar.

5 167 Q. In 2019?

6 A. Similar.

7 168 Q. And similar in 2018?

8 A. Correct.

9 169 Q. And prior years, all similar from
10 2007?

11 A. Well, I am not sure exactly the
12 date it started, but from the date it started, yes,
13 in or around 2007.

14 170 Q. Do you also have information you
15 can provide to me on the fees you charged in each
16 of those years to HDI and/or 243 Ontario?

17 A. Sorry, what is --

18 R/F MR. GILBERT: I don't think that is
19 relevant.

20 MR. KAUFMAN: Well, if you have told me
21 about the success fees, I would like to know the
22 fees as well.

23 MR. GILBERT: Well, the success fees
24 were in the document, in the financial statements
25 referred to, and we have objected to individual

1 employees, to their compensation being produced.

2 BY MR. KAUFMAN:

3 171 Q. Well, as a Director of 243 Ontario
4 and as a delegate of HCCC, of HDI, I believe it is
5 highly relevant that you provide me with the
6 amounts of legal fees you obtained from HDI and/or
7 243 Ontario, at least from the years 2014 to 2022.
8 Will you undertake to do that, please?

9 R/F MR. GILBERT: No. I have your request,
10 though.

11 BY MR. KAUFMAN:

12 172 Q. There was a meeting on April 2,
13 2022 in relation to alleged discussions about
14 possibly intervening in the within proceeding, and
15 that meeting was of HCCC. Were you in attendance
16 at that meeting?

17 A. Yes, I was.

18 173 Q. And where did that meeting take
19 place?

20 A. If my recollection serves, it was
21 at the Oneida Road.

22 174 Q. And were you in attendance at the
23 meeting at Oneida Road on April 2, 2022?

24 A. I don't recall if I was there or
25 if I was there by Zoom.

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

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

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

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.

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"?

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.

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

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

1 you still refusing to provide this basic
2 information that should be provided?

3 R/F MR. GILBERT: Yes. I am not in
4 agreement with you that this is basic information
5 that should be provided. We have been more than
6 helpful to the process by producing financial
7 statements, which you have.

8 MR. KAUFMAN: You have provided --

9 MR. GILBERT: You are not getting
10 anything behind that.

11 MR. KAUFMAN: And I am allowed to test
12 the selective information, Counsel.

13 MR. GILBERT: Look, this is the
14 process. We have a fundamental difference of
15 opinion about this process which gets into what I
16 would describe as a fishing expedition and that is
17 what you are after. You are after personal
18 information. You are after anything that you can
19 grasp for that, and I am not going to send our
20 people off on a wild goose chase for everything
21 that you think you might want us to find.

22 BY MR. KAUFMAN:

23 203 Q. Okay, we'll leave that for
24 argument.

25 I would next like to show you an

1 article in our Supplementary Record at tab D. Can
2 we put that on the -- do you have that in front of
3 you or can we put it on the shared screen?

4 Have you seen this Two Row Times
5 article before?

6 A. I reviewed it earlier today in
7 preparation.

8 MR. KAUFMAN: We'll mark this as
9 Exhibit 2 on your examination.

10 EXHIBIT NO. 2: Article in the Two Row
11 Times titled "Six Nations based
12 HCCC/HDI are not the government of the
13 Haudenosaunee".

14 BY MR. KAUFMAN:

15 204 Q. If we look at Exhibit 2, would you
16 agree with me that this article points out
17 community concerns about HDI and HCCC's role with
18 HDI?

19 A. No.

20 205 Q. Sorry?

21 A. No.

22 206 Q. You don't believe this article
23 refers to concerns?

24 A. That wasn't -- you said community
25 concerns.

1 207 Q. Yes.

2 A. And my answer is no.

3 208 Q. Has HDI taken any steps to make
4 any public information available to assuage the
5 concerns raised in this article in the Two Row
6 Times?

7 A. We meet regularly with the Chiefs
8 and Clan Mothers. We report monthly, independent
9 of this article. So some time ago during the
10 creation of HDI, we ensured that we had a fulsome
11 auditing process in place. We have monthly reports
12 to Council which are available for any member of
13 the public to attend, Haudenosaunee or not.

14 We have weekly meetings that include
15 invitations to the entirety of the Chiefs and Clan
16 Mothers. We have set up email systems for the
17 Chiefs and Clan Mothers to receive emails. We have
18 provided --

19 209 Q. Sorry, who is "we"? Who is "we"?

20 A. HDI.

21 210 Q. And will you produce any of those
22 emails?

23 R/F MR. GILBERT: This is, again -- he is
24 describing what has happened, but it is not a
25 discovery. This would be, you know, requests for

1 hundreds of documents, so no.

2 BY MR. KAUFMAN:

3 211 Q. Well, have there been any emails
4 sent to any Chiefs or Clan Mothers since the date
5 of this article?

6 R/F MR. GILBERT: The same answer.

7 BY MR. KAUFMAN:

8 212 Q. I would like you to produce those,
9 please?

10 R/F MR. GILBERT: No.

11 BY MR. KAUFMAN:

12 213 Q. In the article --

13 A. Can I finish answering the
14 question now?

15 214 Q. Sure, go ahead.

16 A. So we also initiated a process of
17 something called "Strengthening the House", which
18 is undertaken by one of the Clan Mothers who has a
19 Ph.D. in education, and we are assisting her with a
20 process of establishing a means of communication
21 from HDI to the Confederacy Chiefs and Clan Mothers
22 generally that involved an alternate form of what
23 she refers to as pedagogy, and what we have looked
24 at was gaps that had been occurring in terms of
25 sending emails and hoping that a Chief or a Clan

1 Mother received the email.

2 So in addition to that process, we
3 began looking at how we could undertake what they
4 call "visiting" so that information could be passed
5 on by way of sort of a kitchen table approach, but
6 there is obviously logistic concerns in arranging
7 that but we looked at that as well.

8 We have been working very diligently in
9 response to COVID, which has obviously disrupted a
10 significant amount of the normal lines of
11 communication. That includes looking at particular
12 options to ensure that a newsletter could be
13 provided, as it was pre-COVID.

14 So generally, I wasn't really aware of
15 this article until today, but a number of steps
16 have been taken consistent with instructions from
17 the Chiefs and the Clan Mothers to ensure that we
18 reach a significant level of transparency and
19 accountability with respect to the work that we are
20 undertaking at the direction of the Confederacy
21 Chiefs Council where we are bound to a certain
22 extent with respect to information that we can
23 provide having to be approved by them.

24 215 Q. So you agree with me that HDI
25 should operate in a transparent and an accountable

1 way?

2 A. Through the Confederacy Chiefs
3 Council, I agree, yes.

4 216 Q. And with the people for which you
5 hold those funds?

6 A. I am not sure which people you are
7 referring to.

8 217 Q. The community at large.

9 A. I am still not sure what you mean
10 by "community at large".

11 218 Q. The Six Nations.

12 A. The Six Nations are not a
13 community. They are actually Nations in a
14 Confederacy, so I am not sure what the term
15 "community" means.

16 219 Q. In this article, if you scroll
17 down, there is a paragraph I want to take you to.
18 It starts, "The situation is so bad [...]"; do you
19 see that paragraph?

20 A. No.

21 220 Q. There is no pages, so it is hard
22 to say. I'll wait until you find it. It is quite
23 a ways down. It is on the shared screen, if you
24 want to look. Do you see that:

25 "The situation is so bad that

1 the elected council has been openly
2 sharing in their live-streamed
3 council meetings when they've asked
4 HCCC and HDI to financially
5 contribute to projects. To date, no
6 contributions have been invested
7 into Six Nations for infrastructure
8 from those millions that have been
9 collected by HDI."

10 Do you see that reference?

11 A. I see it on the screen, yes.

12 221 Q. Do you see it?

13 A. Yes, I see it on the screen.

14 MR. GILBERT: What is your question?

15 BY MR. KAUFMAN:

16 222 Q. Would you show accountability and
17 transparency and undertake to provide what amounts
18 have been invested into Six Nations infrastructure
19 from the engagement and sums received by HDI?

20 R/F MR. GILBERT: That is such a broad
21 question covering years, so the answer is no.

22 BY MR. KAUFMAN:

23 223 Q. Do you have the information that
24 would say how much was invested in Six Nations
25 infrastructure?

1 MR. GILBERT: Well, you have the
2 financial statements. We have produced those.

3 BY MR. KAUFMAN:

4 224 Q. Would you undertake to produce all
5 the financial statements?

6 R/F MR. GILBERT: No.

7 BY MR. KAUFMAN:

8 225 Q. Let's go to the last financial
9 statement, I think it is 2022, HDI statement. Put
10 that on the shared screen.

11 Do you have that statement in front of
12 you?

13 A. Not as of yet.

14 MR. DUMIGAN: Counsel, is this Exhibit
15 C to Mr. Saul's affidavit?

16 MR. KAUFMAN: Liam?

17 MR. GERRY: This is from the exhibits
18 that were produced at the request of the Plaintiffs
19 prior to Mr. Saul's examination.

20 MR. GILBERT: The statement for the
21 year ended March 31, 2022 is in Mr. Saul's
22 affidavit at Exhibit C, the February 6th affidavit,
23 2023. It's best to refer to that, for clarity.

24 BY MR. KAUFMAN:

25 226 Q. Okay, can we look at the next page

1 then. Keep going. Keep going. Keep going.

2 Okay, in the Statement of Financial
3 Position contained in this year ended March 31,
4 2022 financial statement, where do I find how much,
5 if any, funds or assets have been utilized for Six
6 Nations infrastructure?

7 MR. GILBERT: What is the "Six Nations
8 infrastructure"? What do you mean by that?

9 MR. KAUFMAN: Well, for any investment
10 for the benefit of the Haudenosaunee people.

11 MR. GILBERT: If you are able to answer
12 that question, any investments for the benefit of
13 the Haudenosaunee people.

14 BY MR. KAUFMAN:

15 227 Q. For any benefit, yes, does it show
16 any funds used for the any benefit for the
17 Haudenosaunee people?

18 A. Yeah, I know it generally
19 indicates the amount of revenues that we generated
20 by employing something in the range of 50
21 Haudenosaunee people.

22 228 Q. So your answer is it generates
23 revenues to employ 50 people?

24 A. In part, yes.

25 229 Q. Anything else?

1 A. In terms of the Statement of
2 Financial Position?

3 230 Q. Yes.

4 A. I wouldn't be able to give you
5 that information from this document. The next
6 document, though --

7 MR. GILBERT: When you are talking
8 about "document", you are referring to pages. You
9 were looking at one page, and you are looking at a
10 different page now.

11 THE WITNESS: Yeah, so if I turn the
12 page, at 31 it goes through the --

13 BY MR. KAUFMAN:

14 231 Q. We'll go to the next page. First
15 of all, you say you don't see any information to
16 answer that question in the Statement of Financial
17 Position.

18 So now we are looking at the Statement
19 of Operations that now you are referring to. In
20 the Statement of Operations, what do you see on
21 that page that shows any funds being used for the
22 benefit of the Haudenosaunee people?

23 A. All of it.

24 232 Q. All of it?

25 A. Yeah, all of it is -- all of the

1 revenues and expenses are being used to benefit the
2 Haudenosaunee people.

3 233 Q. So where it says "Legal expenses -
4 business development", \$1,031,103, what business
5 development was done for the benefit of the
6 Haudenosaunee people?

7 A. What we do is we look at different
8 opportunities to advance legal rights and interests
9 across the Province of Ontario that historically
10 haven't been advanced by either the Six Nations
11 Elected Band Council or the Men's Fire, and those
12 include looking towards a Treaty-based relationship
13 that advances rights and interests to understand,
14 in part, cumulative impacts upon Treaty rights and
15 interests which extend, according to the Mitchell
16 map of 1755, across the entirety of Southwestern
17 Ontario.

18 234 Q. And when it says "Legal expenses -
19 business development", those were monies paid to
20 you?

21 A. No.

22 235 Q. Who were they paid to?

23 A. I don't know. I don't have the
24 specific breakdown, but certainly I didn't receive
25 that.

1 236 Q. When it says "Professional fees"
2 of \$564,279, who were those fees paid to?

3 A. Various professionals retained.

4 237 Q. Who, for example?

5 A. I don't know who.

6 238 Q. When it says "Travel" of \$402,000,
7 who expended funds for travelling for \$402,000 and
8 to where?

9 A. I don't know, but the amounts
10 under "Travel" usually are set out for
11 archaeological monitors who would have to travel
12 around the Province of Ontario.

13 239 Q. I would next like to turn to an
14 article in our supplementary affidavit. Well,
15 actually, sorry, it is not in the supplementary
16 affidavit. It is contained in Exhibit I to
17 Councillor Miller's affidavit, and it is a document
18 we sent separately that you have in front of you.
19 It is the article by Jim Windle. Can you turn to
20 that article, please.

21 A. Is this the one that is dated May
22 6, 2015?

23 240 Q. Yes.

24 A. I have it.

25 241 Q. We'll put it on the shared screen.

1 We'll mark this as the next exhibit.

2 EXHIBIT NO. 3: Article in the Two Row
3 Times titled "HDI lawyer accused of
4 overcharging clients", dated May 6,
5 2015.

6 MR. GILBERT: Well, you first have to
7 authenticate it. He hasn't.

8 BY MR. KAUFMAN:

9 242 Q. This article is entitled "HDI
10 lawyer accused of overcharging clients". The
11 lawyer referred to is yourself, right, Mr. Detlor?

12 A. Correct.

13 243 Q. Sorry?

14 A. Correct.

15 244 Q. So I take it you have seen this
16 article before?

17 A. I saw it earlier this morning. I
18 don't recall seeing it at any other point.

19 245 Q. So this article dates to 2015.
20 Are you saying an article with this highly charged
21 title that refers to you, you have never seen it
22 before preparing for this examination?

23 A. No. I don't read the Two Row
24 Times or pay much attention to anything they write.

25 246 Q. And no one provided it to you,

1 seeing it is all about you?

2 A. People may have discussed it with
3 me. I do recall discussing it.

4 247 Q. And did you ask anyone to show you
5 the article?

6 A. No.

7 248 Q. No? So you didn't care what
8 anyone had to say about overcharging clients; is
9 that your evidence?

10 A. No.

11 249 Q. Did you care or not care?

12 A. At what point in time are you
13 referring to?

14 250 Q. Since this article was written
15 about you.

16 A. Sorry, what is the question?

17 251 Q. Did you care or not care that
18 there were public complaints in a community
19 newspaper in the Two Row Times that you were
20 overcharging clients?

21 A. I am not aware that these were
22 public complaints.

23 252 Q. Well, it is in a newspaper
24 article. Did you at all at any time attempt to
25 refute these accusations since 2015?

1 A. Yes, I have.

2 253 Q. And in writing?

3 A. To various clients I have, because
4 the article, from what was explained to me,
5 contained significant inaccuracies and
6 misrepresentations.

7 254 Q. But you do understand there has
8 been continuing concerns about the fees you have
9 been charging in respect of HDI?

10 MR. GILBERT: Concerns by whom?

11 BY MR. KAUFMAN:

12 255 Q. Well, are you aware of concerns as
13 expressed in this article?

14 A. Are you talking about the article
15 or HDI?

16 256 Q. The article referring to serious
17 concerns about your billing practices.

18 A. So what is the question?

19 257 Q. Have you done anything to deal
20 with those concerns?

21 A. Yes, I have spoken to clients to
22 tell them that there are inaccuracies and
23 misrepresentations and outright falsehoods in these
24 representations.

25 258 Q. And who were the clients you are

1 referring to?

2 R/F MR. GILBERT: Don't answer the
3 question.

4 THE WITNESS: I don't think I'm allowed
5 to tell you who my clients are.

6 [Court Reporter intervenes for
7 clarification.]

8 [Discussion Off The Record.]

9 -- RECESSED AT 2:23 P.M.

10 -- RESUMED AT 2:28 P.M.

11 BY MR. KAUFMAN:

12 259 Q. Mr. Detlor, can we next turn to a
13 document that you had in front of you this morning,
14 which is an email dated June 28, 2022.

15 A. I have that email before me.

16 260 Q. Thank you. And have you seen this
17 email before?

18 A. I believe it was provided to me a
19 couple -- yesterday or a couple of days ago.

20 261 Q. I believe it was also contained in
21 an exhibit to your affidavit where you listed a
22 bunch of emails?

23 A. Yes.

24 262 Q. And did you read that exhibit
25 before you swore your affidavit?

1 A. Yes.

2 263 Q. And did you not see this email in
3 that exhibit of emails?

4 A. You would have to take me to the
5 affidavit and the particular exhibit.

6 264 Q. Okay, we can do that.

7 Liam, let's pull up first the affidavit
8 reference showing the exhibit, and then we'll go to
9 the exhibit.

10 A. Counsel, just to facilitate
11 everyone's earliest departure possible, I am at the
12 Affidavit of Aaron Detlor affirmed February 6,
13 2023, and I am at tab C, and within tab C I am at
14 page 188 of this record.

15 265 Q. And at page 188, you see the email
16 dated June 28, 2022 from Victoria Pileggi of my
17 office to the Court and to Mr. Shiller?

18 A. Yes.

19 266 Q. And --

20 A. Well, actually, just a second.

21 Actually, it is a bit complicated in
22 terms of the record, because in my materials I have
23 an email of -- and I am just going to give you the
24 timing, the times, so that we can clarify and
25 distinguish.

1 At page 188 there is an email at 3:02
2 p.m., at 3:10 p.m., at 9:23 a.m. and 9:30 a.m. And
3 this particular email that I have been provided, I
4 don't see -- and this was my original sort of
5 question mark, and that is why I got to go to the
6 affidavit itself. I don't see this email, and when
7 I say "this", I am referring from Victoria Pileggi
8 at 2:58 p.m., I don't see that particular email in
9 my exhibit. So perhaps that is why you added it,
10 added the --

11 MR. KAUFMAN: Well, let's mark that
12 email as the next exhibit.

13 EXHIBIT NO. 4: Email from Victoria
14 Pileggi to the Court and Mr. Shiller,
15 dated June 28, 2022.

16 BY MR. KAUFMAN:

17 267 Q. So to prepare Exhibit C you were
18 provided a bunch of emails, and in our review of
19 Exhibit C, and it is on the shared screen, it says
20 you did receive that last exhibit and you have it
21 in Exhibit C; correct?

22 A. I think in form and substance I
23 have it within my exhibit at page 188 at the very
24 last page, but the formatting is different
25 because -- I don't know what you want to make of

1 it, but --

2 268 Q. Did you read this exhibit --
3 before you signed your affidavit, did you read
4 these emails and the exhibit?

5 A. Yes. But that is not what you
6 directed me to initially. You directed me to a
7 piece of paper that you sent along to Counsel I
8 believe in the past couple of days, and that is why
9 I asked you to come back to the affidavit, sir.

10 269 Q. And in your affidavit, Exhibit C,
11 you had this email of June 28, 2022 that says that
12 my office wished to proceed with setting a date for
13 the certification motion, and you read that at the
14 time, did you not?

15 A. I did.

16 270 Q. But you didn't seem to reference
17 that in your affidavit, did you?

18 A. I did reference it in my affidavit
19 because it is included as an exhibit.

20 271 Q. But when you described the
21 exhibit, you did not at all state that my firm
22 wished to proceed with setting a date for the
23 certification motion, did you?

24 A. I am not certain which paragraph
25 of my affidavit you are referring to, sir.

1 272 Q. Okay, well, I think it is obvious.
2 Let's go to the next issue I have with your
3 disclosure.

4 So I also provided to you and you have
5 in front of you Reasons for Sentencing in the R. v.
6 Green matter that was decided upon by Justice
7 Bourque.

8 A. Yes, after some individuals were
9 convicted for assault. I have that sentencing --

10 273 Q. And you --

11 A. -- determination. Sorry, was
12 there a question, or am I answering? Am I
13 answering or are you questioning?

14 MR. GILBERT: Wait for the question.

15 BY MR. KAUFMAN:

16 274 Q. You knew when you swore your
17 affidavit on February 6, 2023, that there was an
18 absolute discharge granted on the same date as the
19 judgment; correct?

20 A. Correct.

21 275 Q. And you did not put in your
22 affidavit of February 6th there was an absolute
23 discharge?

24 A. No, I did not.

25 MR. KAUFMAN: We'll mark this

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

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.

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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 24th day of March, 2023.



NEESONS, A VERITEXT COMPANY

PER: DEANA SANTEDICOLA, RPR, CRR, CSR

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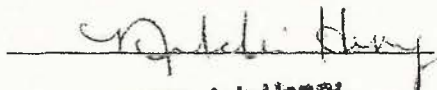
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Exhibit "D" to the
Affidavit of Aaron Detlor
of December 1, 2016



M. 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

Wanda 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		

Onondaga

Clan	Chief Title
Beaver	Dehatgahdos
Deer	Se,:ha:wi:
Deer	Hahi:hoh
Deer	Gawe,ne,se,:doh
Eel	Sagoge,he:
Eel	Sodegwa:se,:
Eel	Hoyo:ny,nih
Eel	Tadodahoh
Turtle	Sganawadih
Turtle	Dehayatgwae
Wolf	Honowiyehdi
Wolf	Awe'ge,hyat
Wolf	Honya'daji:wak
Wolf	Gane'se:he:

2. Appointment of Officers/Administration

Board of Directors/Officers: Brian Doolittle - President
 Aaron Detlor - Secretary

The address for the directors and shareholders shall be at: P.O. Box 714, Suite 600, 16
 Sunrise Court, Ohsweken, ON N0A 1M0

Other members may be added to the board as deemed necessary.

Administration: Hazel E. Hill – CEO

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

Haudenosaunee Development Institute, in trust 50 \$1.00

4. the Corporation having received the sum of \$50.00 in respect of the consideration for the allotment and issuance of the said 50 common shares, the said common shares be allotted and issued to Haudenosaunee Development Institute, in trust as fully paid and non-assessable, and a certificate therefor be issued to it or as it may in writing direct.

BANKING

RESOLVED that the Corporation is authorized to open a bank account with any bank of its choice and any director or officer of the Corporation is authorized to execute and deliver, for and on behalf of the Corporation, such banking resolutions or other banking documents as are necessary or desirable in order to operate an account(s) with such bank.

FISCAL YEAR END

RESOLVED that the fiscal year end of the Corporation shall terminate on MARCH 31ST in each year.

LOCATION OF RECORDS

RESOLVED that the records of the Corporation required to be maintained by the *Business Corporations Act* (Ontario), other than accounting records and records which are required by law to be kept at a designated location, be kept at the offices of Gardiner Roberts LLP.

CORPORATE SOLICITORS


RESOLVED that Gardiner Roberts LLP is retained as the Corporation's solicitors and is authorized to accept and carry out such instructions as the directors, officers, and authorized agents of the Corporation may give it from time to time.

AUTHORITY TO FILE NOTICES AND RETURNS

RESOLVED that any partner, associate or law clerk employed by Gardiner Roberts LLP, who has the relevant knowledge of the affairs of the Corporation, is authorized to file (electronically or otherwise):

1. any initial return or notice of change; and
2. any annual return.

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


Hazel E. Hill

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

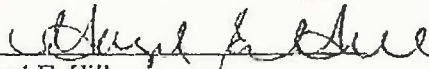
RESIGNATION

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

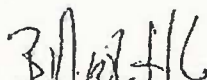
I, THE UNDERSIGNED:

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

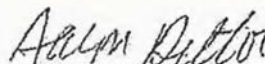
I, THE UNDERSIGNED:

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
N0A 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

Language Preference: English

Docket Info: 103776

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, <i>PRESIDENT</i> 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
2.	DETLOR, AARON, <i>SECRETARY</i> 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
3.	HILL, HAZEL E., <i>CHIEF EXECUTIVE OFFICER</i> 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
4.	HILL, HAZEL E., <i>DIRECTOR</i> , 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, <i>DIRECTOR</i> , Res. Canadian 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	
6.	DETLOR, AARON, <i>DIRECTOR</i> , Res. Canadian 16 SUNRISE COURT, UNIT 600, P.O. BOX 714, OHSWEKEN, ONTARIO, CANADA N0A 1M0	20 Oct, 2014	

Approval Signature: _____ (optional)

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

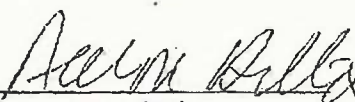
iii. the 8 points of jurisdiction

- 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
Brian Deolittle

Aaron Detlor
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: Hazel E. Hill
Name: HAZEL E. HILL
Title: DIRECTOR.

I have authority to bind the Corporation



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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Grand River Insurance Brokers, Two Row Times, HDI and lawyer Aaron Detlor co-owners luxury condo in downtown Toronto, The Loan Arrangers.

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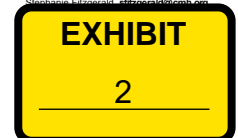
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We are looking for energetic and committed individuals whose voices of our community shape our hospital's priorities. If you are reading this, you may just need.

Please share your interest by March 10, 2023 at info@cmhfoundation.ca

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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.

Building Reconciliation Forum 2023
 “Education for Reconciliation: Rebuilding Stronger and with Intentionality”
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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: SNWSO at laurenjones@sixnations.ca 519-445-0331 ext. 4438

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Sports

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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April 5, 2023



NLL Transactions for Week 19

April 5, 2023



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:

- 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.

Visit josephbranthospital.ca/ID for more information and application forms.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidate@josephbranthospital.ca.

An Information Session will be held via Zoom on **Thursday April 6, 2023 @ 4:00-5:30pm**. Please RSVP to board.candidate@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 at a C-Suite level. Experience in knowledge of health care sector and/or nursing 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 have worked by JBH with demonstrated commitment through participation in community endeavours, whether as a Board member or in a volunteer capacity.

Visit josephbranthospital.ca/BCO for more information and application forms.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidate@josephbranthospital.ca.

An Information Session will be held via Zoom on **Thursday April 6, 2023 @ 4:00-5:30pm**. Please RSVP to board.candidate@josephbranthospital.ca.

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?

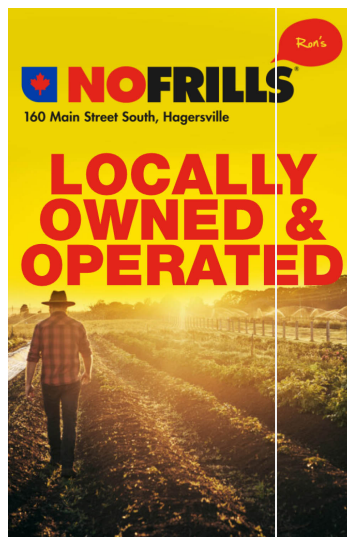
The situation is so bad that the elected council has been openly sharing in their live-streamed council meetings when they've asked HCCC and HDI to financially contribute to projects. To date, no contributions have been invested into Six Nations for infrastructure from those millions that have been collected 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 July 14, 2021

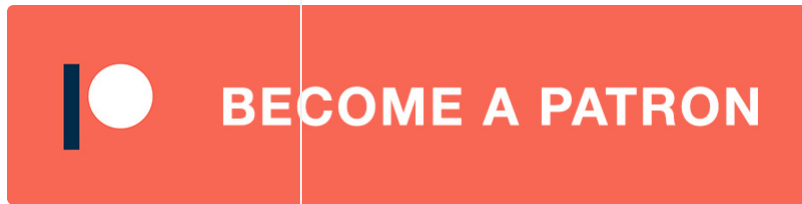
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The communities states-side have their own governance struggles going on. What will they say to being informed they are under the jurisdiction of the HCCC/HDI – a collective of people hundreds of miles away from their territories where they have no 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.



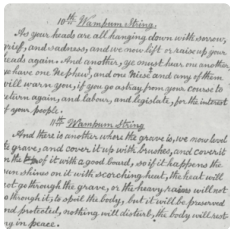
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Editorial April 5, 2023 • Comments off

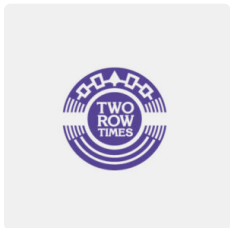
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The Great Law story of condolence as told by Seth Newhouse

Editorial March 29, 2023 • Comments off

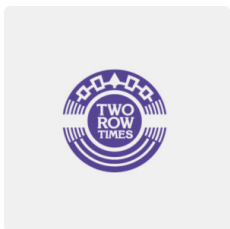
HDI's land claim challenge includes an affidavit by historian Rick Hill that says the Seth Newhouse version of the Great Law is rejected. Early documents...



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



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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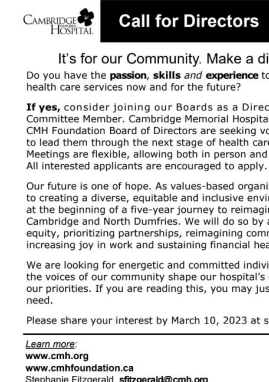
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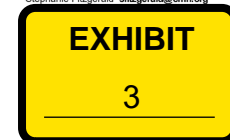
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 Stephanie Fitzgerald: sfitzgerald@cmh.org



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.

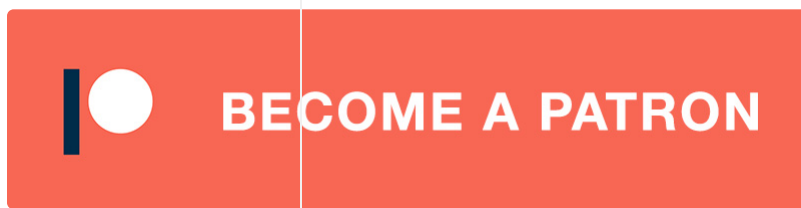
"A lawyer is supposed to put his client first," says McReynolds. "When a lawyer is negotiating a major fee agreement with his or her client, however, the lawyer is negotiating on his own behalf and in his own interest, not the client."

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.

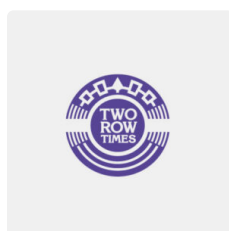
"If it is in fact the case that there was no clear direction by Mr. Detlor for AAFN to obtain legal advice prior to executing the retainer agreement," states McReynolds, "Then it is possible that a court of competent jurisdiction could find that Mr. Detlor breached his fiduciary duty to AAFN in failing 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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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

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ONTARIO COURT OF JUSTICE

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EXHIBITS

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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

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 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. I 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

Reasons for Sentence - Bourque, J.

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.

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.

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?

MR. FURGIUELE: I don't believe so, Your Honour.

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.

...END OF EXCERPT AS REQUESTED

FORM 2
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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

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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.

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A P P E A R A N C E S:

IRIS ANTONIOS, Esq., for the Plaintiff

GREGORY SHEPPARD, Esq.,

&

ROBERT JANES, Esq.,

TANIA MITCHELL, Esq., for the Defendant,

SARAH KANKO, Esq., Attorney General of

MYRA SIVALOGANATHAN, Esq., Canada

KATRINA LONGO, Esq.,

OWEN YOUNG, Esq.,

HASAN JUNAID, Esq.,

DAVID TORTELL, Esq., for the Defendant,

DAVID FELICIAN, Esq., His Majesty the King

In Right of Ontario

TIM GILBERT, Esq., for the Moving Party,

THOMAS DUMIGAN, Esq., Haudenosaunee

COLIN CARRUTHERS, Esq., Development Institute

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A P P E A R A N C E S (Cont'd):

LIAM GERRY, Esq., for the Intervenor,
 The Men's Fire of the
 Grand River Territory

Also Present: Tayler Hill
 Lonny Bomberry
 Shawayne Lawrence-Williams,
 Student-at-Law
 Eric Fram, Student-at-Law

REPORTED BY: Deana Santedicola, RPR, CRR, CSR

Job No. ON5798052

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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**

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The questions/requests undertaken are noted by U/T
and appear on the following pages: [None]

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are
noted by U/A and appear on the following pages:
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The questions/requests refused are noted by R/F and
appear on the following pages: 92:13, 110:17,
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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

1 -- Upon commencing at 10:01 a.m.

2

3 AARON DETLOR; UNDER PRIOR AFFIRMATION.

4 CROSS-EXAMINATION BY MS. ANTONIOS:

5 276 Q. Mr. Detlor, you understand, as
6 your counsel just said, a continuation of your
7 cross-examination from Monday?

8 A. Confirmed.

9 277 Q. And you previously affirmed to
10 tell the truth?

11 A. Correct.

12 278 Q. And you have not spoken with
13 anyone about your evidence since Monday?

14 A. No.

15 279 Q. Either the evidence you gave or
16 the evidence you intend to give?

17 A. No.

18 280 Q. And you are again located at the
19 offices of your lawyers, Gilbert's?

20 A. Correct. But just to clarify, I
21 didn't give -- I haven't spoken with anyone about
22 anything in my affidavit, but I don't know what
23 questions you are going to ask, so I can't presume
24 to know what evidence I am giving today.

25 281 Q. Is there anyone else in the room

1 with you apart from Mr. Gilbert?

2 A. Yes, there are.

3 282 Q. And can you please let me know
4 who?

5 A. Thomas Dumigan and Colin
6 Carruthers.

7 283 Q. Anyone else?

8 A. No.

9 284 Q. Sorry, I didn't hear you, sir.

10 A. No.

11 285 Q. If you can just raise your voice a
12 little bit.

13 And in terms --

14 MR. GILBERT: It doesn't move.

15 MS. ANTONIOS: Pardon me?

16 MR. GILBERT: I just said it doesn't
17 move. He tried to move the microphone in the room,
18 and it is fixed to the table.

19 MS. ANTONIOS: Understood.

20 MR. GILBERT: So we are just going to
21 have to raise our voice. Otherwise, I don't know
22 what to do.

23 BY MS. ANTONIOS:

24 286 Q. And, sir, do you have anything
25 other than the Motion Records on this motion and

1 your affidavits in front of you today?

2 A. I have a computer in front of me.
3 I have my affidavit of August 31st, 2022 contained
4 in the Second Supplementary Motion Record of HDI.

5 I have the Responding Motion Record of
6 HDI dated February 6th, 2023, and my Counsel has
7 kindly tabbed my Affidavit of February 6th, 2023.

8 And I also have the Fourth
9 Supplementary Motion Record of HDI dated February
10 8th, 2023, which contains therein the Supplementary
11 Affidavit of Aaron Detlor affirmed February 8th,
12 2023.

13 287 Q. Thank you. And on the screen,
14 nothing other than the video you are looking at now
15 on your laptop screen?

16 A. Correct.

17 288 Q. And no mobile phones with you?

18 A. Correct. Well, it is at the other
19 end of the table. I will move it across the other
20 side of the table.

21 289 Q. That is fine, sir. Just make sure
22 it is off. And no other notes?

23 A. No.

24 290 Q. Mr. Detlor, our office sent a
25 Notice of Examination for you to your lawyers on

1 February 21st, 2023. You are aware of that? I am
2 going to ask Mr. Sheppard to pull it up on the
3 screen.

4 A. To a certain extent, yes. Yes, I
5 am aware that it had been sent.

6 MS. ANTONIOS: Okay. Can we mark that
7 as an exhibit, please.

8 EXHIBIT NO. 6: Notice of Examination
9 for Aaron Detlor, sent February 21st,
10 2023.

11 BY MS. ANTONIOS:

12 291 Q. And you reviewed this?

13 A. I have seen it. I wouldn't say I
14 have reviewed it.

15 292 Q. You did see that it asked for you
16 to provide certain documents?

17 A. Yes.

18 293 Q. And you did not provide any
19 documents in response to this Notice of
20 Examination; correct?

21 A. I left it with my Counsel to
22 reply.

23 294 Q. And your Counsel did not reply to
24 this?

25 A. I am not aware of whether my

1 Counsel replied or not. It is --

2 295 Q. Mr. Gilbert, you did not --

3 MR. GILBERT: It is the same letter.

4 We sent a letter in response to the Notice - the

5 exact same letter - of Examination, my

6 understanding is, and we did respond to it.

7 MS. ANTONIOS: Mr. Gilbert, your March

8 3rd, 2023 letter responds to the Notices of

9 Examination for Mr. Saul, Mr. Doolittle and

10 Mr. Martin. It did not respond to this.

11 MR. GILBERT: It is identical, is it

12 not?

13 BY MS. ANTONIOS:

14 296 Q. No, it is not. Apart from the

15 March 3rd, 2023 letter, there was no response to

16 this; correct?

17 You have put your microphone on mute in

18 the room, Mr. Gilbert. I would appreciate it if

19 you keep the microphone on.

20 MR. GILBERT: I didn't do that.

21 Mr. Dumigan did that.

22 MS. ANTONIOS: Okay.

23 MR. GILBERT: So the clarification is

24 that it is substantively the same, but I take your

25 point that we did not send a separate letter in

1 response to this Notice of Examination.

2 BY MS. ANTONIOS:

3 297 Q. We can remove that from the
4 screen, Mr. Sheppard.

5 Mr. Detlor, you are a lawyer?

6 A. Correct.

7 298 Q. Licensed in Ontario?

8 A. Correct.

9 299 Q. Bound by the Law Society's Rules
10 of Professional Conduct?

11 A. To the extent they address
12 Indigeneity, yes.

13 300 Q. Are you licensed as a lawyer in
14 any other jurisdiction besides Ontario?

15 A. Yes.

16 301 Q. Which jurisdictions?

17 A. The Confederacy jurisdiction.

18 302 Q. You are not a historian?

19 A. No, I am not. Well, a
20 historian -- what do you mean by "historian"?

21 303 Q. You are not trained and received
22 any formal education as a historian?

23 A. No, I have not, not formally, but
24 that is the part I am having a tough time with your
25 questions because you are not distinguishing

1 between Indigeneity and colonial structures.

2 304 Q. Mr. Detlor, can you open up
3 paragraph 11 of your August 31st affidavit. There
4 you state you are a member of the Mohawks of the
5 Bay of Quinte. You are on the list of members of
6 the Mohawks of the Bay of Quinte?

7 A. Yes.

8 305 Q. And you have a document or a
9 Status Card indicating that?

10 A. Yes.

11 306 Q. Can you provide a copy of that,
12 please?

13 R/F MR. GILBERT: No.

14 BY MS. ANTONIOS:

15 307 Q. You do not vote in elections of
16 the Band Council for the Mohawks of the Bay of
17 Quinte?

18 A. No, I do not.

19 308 Q. You did not vote in the referendum
20 in which the members of the Mohawks of the Bay of
21 Quinte approved a partial settlement agreement with
22 the Canadian Government regarding the Culbertson
23 Tract?

24 A. No, I did not.

25 309 Q. My understanding is you did not

1 grow up on the Tyendinaga Mohawk Territory Reserve
2 east of Belleville?

3 A. I can't confirm, deny or otherwise
4 indicate your understandings.

5 310 Q. You did not grow up on the
6 Tyendinaga Mohawk Territory Reserve east of
7 Belleville?

8 A. Is that a statement or a question?

9 311 Q. I am asking you to confirm that
10 you did not.

11 A. Well, I have spent time growing up
12 there, yes, I have.

13 312 Q. You have spent time growing up
14 there. You were raised on the Tyendinaga Mohawk
15 Territory Reserve east of Belleville?

16 A. What do you mean by "raised"?
17 Yes, if you mean by received instructions in
18 Kanienkehake and cultures and traditions and
19 practices --

20 313 Q. I mean did you spend your
21 childhood there. Please answer the question, sir.
22 I mean --

23 A. I am trying to --

24 314 Q. -- did you spend your childhood?

25 A. I am trying to answer the

1 question. You are interrupting my answer of the
2 question.

3 315 Q. No, you are giving gratuitous
4 speeches, sir. I would appreciate answers to my
5 questions. Did you spend your childhood --

6 MR. GILBERT: Okay, I am going to stop
7 there. Let's just slow down. And we are not going
8 to have a back and forth about characterizing the
9 witness. The witness has answered and you have
10 interrupted him and you are talking at the same
11 time as him.

12 So we are going to go through this one
13 at a time and let one person finish, because this
14 transcript is going to be all garbled.

15 So let's just go back to the question
16 and form a question, and then he will answer and
17 then you ask your next one. It will be a lot
18 cleaner.

19 BY MS. ANTONIOS:

20 316 Q. Mr. Detlor, you are not a member
21 of the Six Nations of the Grand River Band;
22 correct?

23 A. Correct.

24 317 Q. And you have not applied to become
25 a member of the Six Nations of the Grand River

1 Band?

2 A. Correct.

3 318 Q. And you have never had an
4 application to become a member of the Six Nations
5 of the Grand River Band declined?

6 A. Correct.

7 319 Q. You are not a Hereditary Chief of
8 the Haudenosaunee; correct?

9 A. Correct.

10 320 Q. Before 1924, the community living
11 on the Six Nations of the Grand River Reserve was
12 led by the Six Nations Confederacy Council?

13 A. They still are.

14 321 Q. That is also referred to as the
15 Hereditary Chiefs Council?

16 A. No, I don't refer to it that way.
17 It is not hereditary. It would be incorrect
18 factually to describe it as hereditary.

19 322 Q. The Haudenosaunee Confederacy
20 Chiefs Council?

21 A. What is your question?

22 323 Q. You said it is incorrect to refer
23 to it as the Hereditary Chiefs Council. You refer
24 to it as the Haudenosaunee Confederacy Chiefs
25 Council?

1 A. Correct.

2 324 Q. And in 1924 the Canadian
3 Government passed an Order in Council which
4 declared the Six Nations living on the Six Nations
5 of the Grand River Reserve would be governed by an
6 Elected System under the Indian Act?

7 A. I am not aware. I have no
8 specific knowledge of that.

9 325 Q. You don't know one way or the
10 other whether that Order in Council was passed in
11 1924?

12 A. I know that an Order in Council
13 exists, but I don't know that it was passed in
14 1924.

15 326 Q. If you could turn up, please,
16 Exhibit B of the affidavit of Brian Doolittle dated
17 June 10th.

18 MR. GILBERT: We'll pause for a moment
19 while we find that.

20 THE WITNESS: Yes, Counsel, I have that
21 before me, contained within the Motion Record of
22 the Haudenosaunee Develop Institute dated June
23 10th, 2022, and I believe I am at tab B of
24 Exhibit 2.

25 BY MS. ANTONIOS:

1 327 Q. These are the HDI Terms of
2 Reference; correct?

3 A. Correct.

4 328 Q. And you are familiar with them?

5 A. Yes.

6 329 Q. You and Mr. Doolittle are
7 currently the only Delegates of HDI?

8 A. Incorrect.

9 330 Q. There is another Delegate?

10 A. The Chiefs and Clan Mothers sit as
11 Delegates always.

12 331 Q. And apart from the Chiefs and Clan
13 Mothers, it is just you and Mr. Doolittle?

14 A. Correct.

15 332 Q. And you have been in this role
16 continuously since April 2007?

17 A. Correct.

18 333 Q. And that position is by
19 appointment of the Haudenosaunee Confederacy Chiefs
20 Council?

21 A. Correct.

22 334 Q. You were not elected to this
23 position by citizens of the Haudenosaunee
24 Confederacy?

25 A. Well, the Haudenosaunee

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?

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

1 your role as Delegate?

2 A. Correct.

3 350 Q. And these remain HDI's Policies?

4 A. Well, we sort of have a standing
5 policy about policies that they are open to input
6 from Chiefs and Clan Mothers. So yes, they are
7 standing policies, but the way that works in terms
8 of the Indigeneity of the process, particularly the
9 Confederacy-ness of the process, is that they are
10 always open to re-interpretation through discussion
11 arising from something called kahnahkweiio.

12 MR. GILBERT: We have got to pause and
13 try and spell those.

14 THE WITNESS: Yeah, I am just going to
15 spell it now.

16 BY MS. ANTONIOS:

17 351 Q. We can wait until after to spell
18 it for Madam Reporter.

19 Mr. Doolittle did include these,
20 though, in his affidavit, so I take it they remain
21 policies of HDI?

22 A. Correct.

23 352 Q. Would you turn to page 119 of that
24 exhibit.

25 A. I'm at page 119.

1 353 Q. And if you look at the
2 second-to-last paragraph, the paragraph beginning
3 with "We seek to renew the existing relationship
4 that we had with the Crown prior to 1924"; do you
5 see that?

6 A. I do.

7 354 Q. That was an accurate statement of
8 the goal of the Haudenosaunee Confederacy Chiefs
9 Council at the time?

10 A. Yes.

11 355 Q. And it remains an accurate
12 statement?

13 A. I am not sure. I can't speak for
14 them.

15 356 Q. Well, this is part of HDI's
16 Policies. It has been adopted as part of HDI's
17 Policies, has it not, sir?

18 A. Yes, as of 2010, but I can't bind
19 the Chiefs and their positions --

20 357 Q. It remains an accurate statement
21 of the policies of HDI?

22 A. Yeah, it remains a policy that we
23 have written down in a book somewhere, but it is
24 not the policy of the Confederacy Chiefs. To the
25 extent that this is something in the range of 13

1 years old, I can't really tell you right now what
2 their policy is without having spoken with them
3 first.

4 358 Q. You don't know one way or the
5 other?

6 A. No. I would have to speak to them
7 on the specific point.

8 359 Q. Turn to page 121, sorry.

9 A. I am there. I am at 121.

10 360 Q. This is the Haudenosaunee
11 Development Protocol?

12 A. Correct.

13 361 Q. And just moving on to the next
14 page, section 1 has some definitions there.
15 "Authority" means HDI in this Protocol?

16 A. Yes.

17 362 Q. And "proponent" includes anyone
18 contemplating any development in the Haldimand
19 Tract?

20 A. No.

21 363 Q. It does not include anyone?

22 A. Well, it says -- sorry, what is
23 the question?

24 364 Q. "Proponent" includes anyone
25 contemplating any development in the Haldimand

1 Tract, according to that definition?

2 A. It says "within the Area of
3 Jurisdiction", not "the Haldimand Tract".

4 365 Q. And the "Area of Jurisdiction"
5 means the "area generally set out by the
6 Haudenosaunee and without limiting the foregoing
7 includes lands described as the Haldimand Tract"?

8 A. Correct.

9 366 Q. And section 2 is entitled
10 "Development Prohibited"?

11 A. Correct.

12 367 Q. And under section 2(b) under this
13 Protocol, no one is allowed to undertake a
14 development unless they enter such agreements with
15 HDI as it deems necessary?

16 A. Pre, prior and informed consent is
17 required, yes.

18 368 Q. That is a yes to my question?

19 A. Pre, prior and informed consent is
20 required, yes.

21 369 Q. Moving to page 123 in the same
22 exhibit and look under "Appointment of Officers";
23 do you see that?

24 A. Yes.

25 370 Q. "The Authority may appoint

1 officers to enforce this protocol"?

2 A. Yes.

3 371 Q. And that includes enforcement of
4 the prohibition in 2(b); if a proponent does not
5 enter into an agreement with HDI, it appoints
6 officers to prohibit the development?

7 A. No, we have never appointed any
8 officers.

9 372 Q. It appoints individuals to
10 prohibit the development?

11 A. We have never appointed any
12 individuals.

13 373 Q. HDI physically attends or
14 representatives of HDI physically attend at project
15 sites to stop work where agreements that it deems
16 necessary have not been entered into?

17 A. Incorrect.

18 374 Q. HDI has never attended physically
19 at a project site where an agreement has not been
20 entered into?

21 A. Well, we attend to exercise Treaty
22 rights throughout the entirety of the Nanfan Treaty
23 Territory and --

24 375 Q. So that is --

25 A. -- I have explained very

1 specifically that the exercise of Treaty rights is
2 not to be interfered with, impaired, infringed,
3 unless pre, prior and informed consent has been
4 undertaken where the Crown has upheld duties and
5 obligations owing to the Confederacy Chiefs arising
6 from Treaties that the Crown entered into with the
7 Confederacy Chiefs.

8 376 Q. And where HDI feels that that
9 hasn't been the case, it sends representatives to
10 physically attend at sites?

11 A. To exercise Treaty rights. We do
12 physically attend to exercise Treaty rights. It is
13 difficult to exercise Treaty rights by Zoom or
14 other electronic means.

15 377 Q. Turn up Exhibit L to the affidavit
16 of Chief Mark Hill. That is in the Plaintiff's
17 Responding Record. It is page 251 of the record.

18 A. I'm at L, page 251, which is an
19 August 9th, 2022 letter is now before me.

20 378 Q. And that is a letter, as you said,
21 dated August 9th, 2022. It is from your lawyers to
22 me and to the lawyers for Canada and Ontario; do
23 you see that?

24 A. I just told you I saw that, so I
25 have it.

1 379 Q. You reviewed and approved it being
2 sent by your lawyers?

3 A. I don't recall specifically.

4 380 Q. You have no reason to think that
5 you disagreed with it?

6 A. No, I don't disagree with it.

7 381 Q. You agree with its contents?

8 A. I would have to review it
9 entirely. I am not sure I have -- I haven't read
10 it prior to preparing for the cross-examination.

11 382 Q. I would like you to turn to the
12 third page of the letter, page 253 of the record.
13 There is a bullet point at the top of that page
14 that states:

15 "HDI is seeking the full
16 procedural rights of a party to the
17 proceeding."

18 Do you see that?

19 A. Yes, I do.

20 383 Q. Is that an accurate statement?

21 A. Yes, it is.

22 384 Q. That includes documentary
23 discoveries?

24 A. To the extent that they might be
25 necessary to facilitate the Court's understanding

1 of Haudenosaunee perspectives, but I don't
2 understand currently that we are looking to
3 replicate the entirety of the disclosure process,
4 or discovery process, sorry, that appears to be by
5 and large completed after 30 years of litigation by
6 your firm.

7 385 Q. So it would include production of
8 documents from HDI?

9 A. Yes, it likely would, if
10 requested.

11 386 Q. And it would include production of
12 documents from the Haudenosaunee Confederacy Chiefs
13 Council?

14 A. I am not sure they would be
15 participating in that, but I can't speak to
16 hypotheticals.

17 387 Q. You don't know?

18 A. I can't speak to hypotheticals.

19 388 Q. It would take time to prepare
20 document production; do you agree with that?

21 A. Yes, it would take time.

22 389 Q. And the full procedural rights you
23 are seeking, that includes examinations for
24 discovery?

25 A. Subject to understanding better

1 what documents have been produced to date,
2 including discoveries that have been undertaken to
3 date, which I understand have not been provided.
4 So it is such a hypothetical question, I can't
5 really answer it in the face of the failure of the
6 Crown or your client to make available documents to
7 the community.

8 390 Q. You don't exclude that possibility
9 right now?

10 A. I don't exclude anything, no, but
11 I think it is important to understand the
12 contextual approach that is proportionate.
13 Obviously, as you are aware, HDI is very conscious
14 of efficacious approaches that are proportional in
15 the context of limited judicial resources.

16 391 Q. With respect to examinations, sir,
17 I understand, based on the evidence that you have
18 given on this motion, that the Haudenosaunee
19 Confederacy Chiefs' position is that you represent
20 them?

21 A. That is a complicated question.
22 Could you just break that down for me again?

23 392 Q. You don't represent the
24 Haudenosaunee Confederacy Chiefs?

25 A. No, we represent them in the

1 context of our motion to intervene.

2 393 Q. And if you are made a party, they
3 themselves, the Chiefs, would not make themselves
4 available for examinations?

5 A. I can't speak to hypotheticals
6 about that.

7 394 Q. They would make themselves
8 available?

9 MR. GILBERT: Look, Counsel, these are
10 all hypotheticals. They are legal positions. And
11 we are not even in the door yet. So we have to get
12 in the door, and then we'll find out. I don't know
13 of a letter or a demand or anything. We don't have
14 any documents from the productions yet that would
15 make it --

16 MS. ANTONIOS: That is a refusal? Is
17 that a refusal, Mr. Gilbert?

18 MR. GILBERT: Well, again, I was
19 speaking at the time when you interrupted me, and I
20 would appreciate it, if you are asking Counsel-like
21 positions, if you would let me finish.

22 So I lost my train of thought. My
23 point is that this type of question obviously is
24 subject to Counsel's submissions.

25 BY MS. ANTONIOS:

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

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

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

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.

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

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?

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

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

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

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.

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

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.

1 444 Q. If you look at the fourth -- or
2 the last paragraph on the first page, sir:

3 "We were shocked that this
4 notice initiated a letter to an
5 outside entity."

6 Is it fair to say that it is the
7 Haudenosaunee Confederacy Chiefs Council position
8 that that was inappropriate?

9 A. I think it was, to characterize
10 the letter, that they were shocked.

11 445 Q. Meaning they felt it was
12 inappropriate?

13 A. I don't know what they felt.

14 446 Q. Well, you have included this in
15 your affidavit, sir.

16 A. I have, but --

17 447 Q. Turn up exhibit --

18 A. -- it doesn't give me the power or
19 ability to understand people's feelings or, broadly
20 speaking, entities such as the Confederacy's
21 feelings.

22 448 Q. Position. It was their position
23 that it is inappropriate --

24 A. You said "feelings".

25 MR. GILBERT: Wait for the --

1 BY MS. ANTONIOS:

2 449 Q. Okay, I am now asking you, it was
3 their position that it was inappropriate for the
4 letter to have gone to an outside entity, as it is
5 characterized here?

6 A. The letter speaks for itself. I
7 can't provide you with a position that changes the
8 language of the letter.

9 450 Q. And at Exhibit B, that is a letter
10 dated February 6th, 2023, and that is in response
11 to the letter from the Oneida Nation letter that we
12 saw at Exhibit F of the affidavit of Karizma
13 Defrietas-Barnes?

14 A. Correct.

15 451 Q. This was the Haudenosaunee
16 Confederacy Chiefs Council's response to the Oneida
17 Council of Chiefs?

18 A. Correct.

19 452 Q. And the same line shows up there:

20 "We were shocked that this
21 notice initiated a letter to an
22 outside entity."

23 Do you see that?

24 A. I see that.

25 453 Q. That conveys the displeasure of

1 the Haudenosaunee Confederacy Chiefs Council with
2 the letter of the Oneida Chiefs Council?

3 A. I will adopt by reference the
4 entirety of my answers given on the last letter. I
5 can't speak to -- I can't speak to any of the
6 adjectives that you are using because I only have
7 the letter in front of me.

8 454 Q. The Chief of the Onondaga Nation
9 based in present day Nedrow, New York is Tadadaho
10 Sydney Hill; correct?

11 A. One of the Chiefs, correct.

12 455 Q. And I take it Chief Sydney Hill
13 was not present at the April 2, 2022 meeting
14 mentioned in the affidavit of Brian Doolittle?

15 A. I do not believe he was.

16 456 Q. We can take that down, thank you,
17 Mr. Sheppard.

18 Mr. Detlor, on February 8th, 2023, HDI
19 brought a motion for an interim and interlocutory
20 injunction against Metrolinx relating to the
21 cutting of trees in front of Osgoode Hall in
22 Toronto?

23 R/F MR. GILBERT: Counsel, I don't know
24 what relevance that has to this matter.

25 BY MS. ANTONIOS:

1 457 Q. You swore two affidavits in
2 support of that, sir?

3 R/F MR. GILBERT: No. Again, objection. A
4 different proceeding, not relevant.

5 MS. ANTONIOS: Mr. Gilbert, Mr. Detlor
6 has sworn in his affidavit that HDI acts in the
7 interest of all Haudenosaunee people, and he has
8 provided evidence about what it does and asserts
9 that it is transparent in its activities. These
10 are questions relevant to those. Are you
11 maintaining your refusals?

12 MR. GILBERT: Yes, I don't think it is
13 relevant to the motion before us. It is a
14 different proceeding.

15 BY MS. ANTONIOS:

16 458 Q. I am going to put my questions on
17 the record.

18 You entered into a general monitoring
19 agreement with Metrolinx, HDI entered into a
20 general monitoring agreement with Metrolinx in July
21 of 2022?

22 R/F MR. GILBERT: Again, not relevant.

23 BY MS. ANTONIOS:

24 459 Q. And Metrolinx declined to extend
25 that agreement?

1 R/F MR. GILBERT: Not relevant.

2 BY MS. ANTONIOS:

3 460 Q. I am going to show you a letter
4 dated January 30th, 2022 addressed to you that was
5 attached to one of your affidavits in that
6 Metrolinx proceeding, and I am going to ask
7 Mr. Sheppard to pull it up on screen.

8 If you could scroll up, Mr. Sheppard,
9 just to the exhibit. This comes from an affidavit
10 that you swore; correct?

11 MR. GILBERT: Again, we are back into
12 another -- I see a covering exhibit page. I don't
13 see anything else.

14 BY MS. ANTONIOS:

15 461 Q. It says "This is Exhibit 'G' to
16 the Affidavit of Aaron Detlor, affirmed the 7th day
17 of February, 2023." Do you recall affirming an
18 affidavit on February 7th, 2023 in the Metrolinx
19 proceeding?

20 R/F MR. GILBERT: Well, again, we are in
21 the Metrolinx proceeding. We are not in this
22 proceeding. So I am refusing questions based upon
23 another case.

24 MS. ANTONIOS: If you could scroll
25 down --

1 MR. GILBERT: We could be here for
2 quite a --

3 BY MS. ANTONIOS:

4 462 Q. If you could scroll down,
5 Mr. Sheppard. This was a letter from Metrolinx's
6 Counsel to you?

7 R/F MR. GILBERT: Don't answer the
8 question. Another case, another matter.

9 MS. ANTONIOS: I am going to mark this
10 for identification, because I am going to put some
11 questions on the record in relation to this.

12 EXHIBIT A (FOR IDENTIFICATION): Letter
13 dated January 30, 2022 from McCarthy
14 Tetrault to Aaron Detlor.

15 BY MS. ANTONIOS:

16 463 Q. According to this letter,
17 Metrolinx was concerned with HDI destruction of
18 property at Metrolinx sites?

19 R/F MR. GILBERT: Don't answer the
20 question.

21 BY MS. ANTONIOS:

22 464 Q. Metrolinx was concerned with HDI
23 obstruction of work at Metrolinx sites?

24 R/F MR. GILBERT: Don't answer.

25 BY MS. ANTONIOS:

1 465 Q. Metrolinx was concerned with HDI
2 monitoring of work not covered by the agreements
3 between HDI and Metrolinx?

4 R/F MR. GILBERT: Don't answer that.

5 BY MS. ANTONIOS:

6 466 Q. Metrolinx was concerned with
7 invoices from HDI for review of reports that
8 Metrolinx did not ask HDI to review?

9 R/F MR. GILBERT: Same answer.

10 BY MS. ANTONIOS:

11 467 Q. Okay, we can take that down,
12 Mr. Sheppard.

13 I am going to ask Mr. Sheppard to pull
14 up a December 16th, 2022 email that you sent to
15 representatives of the Law Society of Ontario,
16 Metrolinx and others. This is your email, sir?

17 R/F MR. GILBERT: Again, it is about
18 Metrolinx. It is not relevant.

19 MS. ANTONIOS: We'll mark that for
20 identification, please.

21 EXHIBIT B (FOR IDENTIFICATION): Email
22 from Aaron Detlor to the Law Society of
23 Ontario, Metrolinx and others, dated
24 December 16, 2022.

25 BY MS. ANTONIOS:

1 468 Q. You wrote -- and this is an email
2 dated December 16th, 2022. You wrote that you
3 dismantled a fence at the Metrolinx Osgoode Hall
4 Ontario Line project site?

5 R/F MR. GILBERT: Don't answer the
6 question.

7 BY MS. ANTONIOS:

8 469 Q. And when a security official
9 approached you and called the police, you continued
10 on your, quote, "merry way with the dismantling of
11 the fence"?

12 R/F MR. GILBERT: Don't answer the
13 question.

14 BY MS. ANTONIOS:

15 470 Q. We can pull that down,
16 Mr. Sheppard.

17 I am going to show you an article from
18 the Two Row Times dated February 21st, 2023. I'll
19 ask Mr. Sheppard to put that up on the screen. It
20 is entitled "Video shows HDI lawyer Aaron Detlor
21 ramming car into fence", and it has got an image
22 there. That is you in the image, sir?

23 R/F MR. GILBERT: Don't answer the
24 question.

25 BY MS. ANTONIOS:

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.

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

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?

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

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.

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?

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

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

1 specific what you mean by "participate".

2 510 Q. Do they provide information,
3 guidance, wisdom to the Chiefs?

4 A. During Council?

5 511 Q. We can maybe take a step back from
6 that. Do the Clan Mothers give guidance,
7 information, wisdom to the Chiefs which they are
8 then -- the Chiefs then use in Council?

9 A. Yes.

10 512 Q. And so this would be a vital role
11 as part of Council; correct?

12 A. They are all vital roles, so I
13 wouldn't agree with your characterization as vital.

14 513 Q. So, sorry, they are all vital
15 roles, but you don't agree with vital?

16 A. Yeah, the way that you are framing
17 it in terms of vital means some kind of uniqueness
18 or specificity, and I am just trying to say that
19 all of the roles are quote/unquote "vital" if we
20 would apply the best translation possible to what
21 our understanding is.

22 514 Q. Let's say important. The Clan
23 Mothers play an important role in Council?

24 A. Yes.

25 515 Q. And are the Clan Mothers expected

1 to actively play this role?

2 A. Expected by whom?

3 516 Q. Let's start with the community.

4 A. Which community? I don't
5 understand what you mean by "community".

6 517 Q. The Haudenosaunee people. Let's
7 start with that.

8 A. We have Nations, Clans and a
9 Confederacy.

10 518 Q. Would the Confederacy expect the
11 Clan Mothers to play this role?

12 A. Yes. I don't think
13 expectation -- actually, I wouldn't say
14 expectation. I would say hope.

15 THE COURT REPORTER: I'm sorry, did you
16 say "hope"?

17 THE WITNESS: Hope, h-o-p-e, as in no
18 hope, no fear. Sorry.

19 BY MS. LONGO:

20 519 Q. So we have kind of outlined their
21 role and you agreed an important role in Council,
22 and so although we call it the Haudenosaunee
23 Confederacy Chiefs Council, would it be fair to say
24 that it is comprised of both the Chiefs and the
25 Clan Mothers?

1 A. No, unless you are speaking about
2 the Confederacy versus the Confederacy Chiefs
3 Council.

4 520 Q. And so if we are speaking of the
5 Council, the Clan Mothers play an important role in
6 that Council, as you previously agreed?

7 A. Yes, with their Chiefs. The Clan
8 Mothers --

9 521 Q. And so --

10 A. -- aren't part of the Confederacy
11 Chiefs Council. When they sit in Council, there is
12 a specific undertaking.

13 522 Q. So for HDI, would it be accurate
14 to say that HDI was established by the Confederacy
15 Chiefs and the Clan Mothers?

16 A. It was established by way of the
17 Confederacy Chiefs Council.

18 523 Q. For which the Clan Mothers play a
19 vital role; correct?

20 A. Oh, sorry, I didn't know -- I
21 thought that was a statement. I didn't realize it
22 was a question.

23 MR. GILBERT: It is a question.

24 THE WITNESS: Oh.

25 MR. GILBERT: Do you want to repeat the

1 question?

2 BY MS. LONGO:

3 524 Q. I think he has already answered
4 that affirmatively previously, so I'll move on.

5 Turning to the Clan Mothers, am I right
6 in understanding that if all of the positions for
7 Haudenosaunee Clan Mothers were filled by living
8 persons, there would be 49?

9 A. Correct. Well, there might be
10 more.

11 525 Q. There might be more, or are you
12 aware of there being more?

13 A. No, but there might be more
14 because there has been something called duplication
15 of titles which has occurred historically in terms
16 of addressing basically colonization and the
17 imposition of the border between America and
18 Canada.

19 526 Q. Can you tell me how many of the
20 Clan Mothers' positions are held by living persons
21 as of today?

22 A. No, I can't.

23 527 Q. Are you able to estimate?

24 A. An estimate would be 35 to 40.
25 And by that I am taking you mean a condoled Clan

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

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

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?

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?

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

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?

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.

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

1 Pine Tree Chiefs. And so that, the use of Pine
2 Tree Chiefs, has been all but eliminated for a
3 bunch of reasons, but the Great Law, on my
4 understanding, gives the Chiefs the ability to
5 quote/unquote "add rafters" and --

6 567 Q. Sorry, can you say that word
7 again?

8 A. "Add rafters", r-a-f-t-e-r-s, as
9 in rafters of a house. So metaphorically -- and
10 the problem is the language is a bit metaphorical.
11 So HDI is something akin to a rafter that takes on
12 the roles and responsibilities of -- the Pine Tree
13 Chiefs were given very specific roles and
14 responsibilities and their terms could start and
15 end, and they acted with some type of authority
16 given to them by Council.

17 So I am not saying, I don't think we
18 are necessarily a Pine Tree Chief, but we tried to
19 figure out as best we could a means by which we
20 would be echoing traditional past practices of the
21 Council in a modern context.

22 So that is my very long-winded answer
23 to whether or not HDI is a "Delegate",
24 quote/unquote.

25 And just a final point is that

1 "Delegates", that term has significant cultural and
2 spiritual -- you know, there is a lot of stuff
3 attached to being a Delegate that isn't reflected
4 in what you would contemplate by that word
5 "Delegate". So that is one of the reasons I am
6 having a tough time answering the question.

7 568 Q. And so when you say that you are a
8 Delegate of HDI, you are including that cultural,
9 spiritual definition --

10 A. Yes.

11 569 Q. -- in the word "Delegate". Can
12 you explain to me what that means?

13 A. Well, it means that you have been
14 tasked with -- like, it is like the best way I
15 could say it is like you have been given a quest
16 and you are not allowed out of the game until the
17 quest is over. It is not something that you
18 can -- you can't quit. You can't walk away from
19 it. You are bound metaphysically with the work.
20 You have made a commitment to future generations.
21 Even talking about it now is tough.

22 570 Q. So it is something of great
23 significance is what you are saying?

24 A. Well, no, I am not saying that. I
25 am not saying great significance. It is just it is

1 not what you think it is when you use the word
2 "Delegate". Like I am not saying that it is great
3 or it is significant. It is just something that
4 you are bound to take care of.

5 571 Q. Okay. And you were bound to take
6 care of on behalf of another? You have committed
7 to another; is that correct?

8 A. Correct, I have committed to the
9 Chiefs Council, or I was committed. I am not sure
10 which way it happens. I am not sure that I had a
11 lot of choice, but anyways, that is -- we are going
12 too far down the field. I'll let you go where you
13 want to go.

14 572 Q. So I am going to ask the question
15 again now that we have fleshed out a little bit
16 what you mean when you use the word "Delegate". Do
17 you consider HDI to be a Delegate within that
18 meaning of the Chiefs and Clan Mothers of the
19 Confederacy Council?

20 A. Yes and no.

21 573 Q. Why no?

22 A. Because answering it in -- like
23 the question you have put was a very binary
24 question, and I answered it in a binary way
25 because, like I said, this idea that we -- we have

1 a whole bunch of things in the world. So let's
2 talk, for instance, about the Ohenton Karihwahteka,
3 and I think we have the spelling for that.

4 So the Ohenton Karihwahteka goes
5 through a bunch of responsibilities that we have,
6 and it starts with the people and it goes to the
7 Mother Earth, and this is one of our touchstones
8 and it is easy for me to explain because there is a
9 lot of material out there on the Ohenton
10 Karihwahteka. But we also talk about something
11 called Kayerineokwetekwe, and that is
12 K-a-y-e-r-i-n-e-o-k-w-e-t-e-k-w-e. That's
13 phonetically.

14 So we have a bunch of things that
15 aren't tangible, and that is called the Four Beings
16 or the Four Helpers or -- so we have a bunch of
17 things that aren't tangible or particularly
18 describable in the English language, and HDI, as
19 its own thing, has some of those characteristics
20 that make it something that we would refer to as
21 tangible and a Delegate and some things that are
22 not Delegate-like in the way that you are putting
23 it.

24 So it was created as a function of
25 Confederacy jurisdiction to express for them

1 positions they want their Treaty partners to hear
2 and understand. Sometimes that communication takes
3 place in the context of development and the
4 development community. Other times it takes place
5 in the context as we are here today, when directed,
6 to communicate as best as we can with Treaty
7 partners so that positions that the Chiefs have
8 held from time immemorial and certainly from the
9 time of contact can be properly articulated before
10 the Crown in its capacity as Her Majesty -- or
11 sorry, the King in the Right of Ontario - it is
12 going to take me awhile to get used to that - the
13 King in Right of Ontario and the King in Right of
14 Canada, which - and thanks for giving me a little
15 bit of latitude - which sort of elaborates and, you
16 know, supports this position about what HDI is,
17 because one of the things that in trying to explain
18 or create HDI, we had to go through this process to
19 explain to the Chiefs what is the Crown. Who is
20 the Crown and what is the Crown. Is the Crown a
21 delegate of the will of the people? Is the Crown a
22 sovereign entity? Where does the Crown get its
23 jurisdiction? How did the Crown get created? Is
24 the Crown a person? Is it a thing? Is it the
25 Governor General?

1 So all of those questions that the
2 Chiefs have were obviously things that we
3 contemplated in trying to figure out how to
4 interface with this thing called the Crown by the
5 creation of HDI.

6 574 Q. And so you have expressed a lot of
7 different ideas there, and I just want to hone in
8 on a couple. So one of the aspects of the
9 relationship between HDI and the Chiefs and Clan
10 Mothers is that HDI expresses things for the Chiefs
11 and Clan Mothers?

12 A. Yes.

13 575 Q. And another role is that HDI
14 explains things to the Chiefs and Clan Mothers,
15 like the example that you just gave --

16 A. Yes.

17 576 Q. -- to provide information and
18 context?

19 A. Correct.

20 577 Q. And so I'll move back to HDI at
21 first. As a Delegate of HDI, do you see yourself
22 as having responsibilities to HDI?

23 A. Yes.

24 578 Q. And as a matter of kind of
25 practice or expectation, are you directly

1 responsible to Chiefs and Clan Mothers and Council?

2 A. Sorry, can you ask the question
3 again? As a matter of...?

4 579 Q. Practice or expectation, are you
5 directly responsible to Chiefs and Clan Mothers and
6 Council?

7 A. As a Delegate, yes.

8 580 Q. And is it your understanding that
9 the Confederacy Chiefs and Clan Mothers rely on you
10 to be open and transparent in those communications
11 with them?

12 A. Yes.

13 581 Q. Would it be fair to say that the
14 Confederacy Council has in turn responsibilities to
15 all Haudenosaunee people?

16 A. How are you -- it depends on how
17 you frame "Haudenosaunee people", but generally,
18 yes.

19 582 Q. And this is true regardless of
20 wherever they may be living, be it Canada,
21 Wisconsin, Oklahoma, for example?

22 A. Yes.

23 583 Q. And that is also your view in the
24 context of this litigation relating to lands at
25 Grand River, that the Confederacy Council will be

1 representing the interests of Haudenosaunee people
2 wherever they may be; correct?

3 A. Yes.

4 584 Q. Is that also true for the Grand
5 Council that sits at Onondaga?

6 A. Yes.

7 585 Q. And they are responsible for all
8 Haudenosaunee people wherever they may be?

9 A. They are the same Council, in my
10 understanding.

11 586 Q. And is it your understanding that
12 part of the Confederacy Council's responsibility to
13 all Haudenosaunee people is for the Chiefs and Clan
14 Mothers to be open and transparent in their
15 communications with those people?

16 A. Yes.

17 587 Q. Now, by way of example, do you see
18 your responsibilities to HDI and the Council as
19 requiring you to fully account financially by
20 disclosing how much you receive each year in
21 payments from HDI and its related corporations or
22 organizations?

23 A. Disclose to whom?

24 588 Q. To HDI and the Council.

25 A. That takes place.

1 589 Q. Sorry, can you repeat your answer?

2 A. Yes, that occurs.

3 590 Q. I can't hear the last part. I
4 heard "yes".

5 A. Yes, that is actually what takes
6 place.

7 591 Q. Okay. And that responsibility
8 also includes financially disclosing or disclosing
9 how much other Delegates receive each year in
10 payment from HDI and its related corporations and
11 organizations?

12 A. I can't speak for other Delegates,
13 but generally -- in terms of naming people or
14 naming amounts?

15 592 Q. Both people --

16 A. They do an audit. They have an
17 outside firm that does an audit, and we also have
18 financial statements that are available to the
19 Chiefs and Clan Mothers with all of the information
20 listed as to amounts that are provided to various
21 people working with HDI and/or the numbered
22 company.

23 And then after the Chiefs and Clan
24 Mothers have an opportunity to review those, we
25 have an audit meeting where the auditors go through

1 the audit with the Chiefs and Clan Mothers, and we
2 have had one of those annually the last eight
3 years, subject to a little bit of online stuff that
4 happened with COVID.

5 593 Q. Okay, so right now I am not asking
6 you about whether that is done. I am asking you
7 about your understanding of your own
8 responsibilities to the Confederacy Council.

9 So do you consider it to be one of
10 your --

11 A. That is what --

12 594 Q. Let me ask the question, okay.

13 A. Sorry.

14 595 Q. Do you see it as one of your
15 responsibilities to disclose to the Council how
16 much other Delegates receive every year from HDI or
17 related corporations or organizations?

18 A. The answer is I have fulfilled
19 what I believe to be my obligations by ensuring
20 that we have auditing and financial statements
21 available to Chiefs and Clan Mothers.

22 596 Q. I am asking you about the scope of
23 what you believe your responsibilities to be, not
24 what you have done.

25 A. And I have indicated that I have

1 met what I believe to be the scope of my
2 responsibilities by undertaking a process to ensure
3 that we have annual auditing and financial
4 statements available.

5 597 Q. Again, I am asking you about what
6 you understand that scope to be, not about what you
7 have done.

8 A. I understand the scope to be
9 satisfied by ensuring that an accounting process to
10 undertake it that is transparent and accountable,
11 that includes the availability of all financial
12 records for Chiefs and Clan Mothers.

13 598 Q. Do you see your responsibilities
14 to HDI and the Council as including disclosure of
15 full details of any real property that HDI has had
16 a role in acquiring even if the title is held by
17 related corporations or organizations?

18 A. Yes.

19 599 Q. And have you done that?

20 A. Yes.

21 600 Q. So if I understand your position
22 correctly -- actually, let me take a step back.
23 Can you specifically explain how you have complied
24 with that responsibility, and let's use the example
25 of the condo on Howard Park in Toronto.

1 A. Yes.

2 601 Q. Can you explain how you have
3 complied with that responsibility with respect to
4 that specific property?

5 A. We report to the HDI meeting. We
6 have meetings with HDI that include Chiefs and Clan
7 Mothers. We come to planning decisions well in
8 advance of the acquisition of properties. We
9 report out to Council on matters that are going to
10 require satisfying the work that they have given to
11 us. I think on the condo, we had something in the
12 nature of at least 20 different meetings related to
13 work associated with the condo. And we provide it
14 up to the Chiefs and Clan Mothers and report it at
15 the appropriate Council meeting.

16 602 Q. Okay. And am I understanding your
17 position correctly that it is then up to the Chiefs
18 and Clan Mothers to communicate this information
19 fully and transparently to the Haudenosaunee
20 people?

21 A. And that is the process that they
22 attempt to undertake, yes.

23 603 Q. To your knowledge, have the Chiefs
24 and Clan Mothers of the Confederacy Council done
25 this?

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

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.

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.

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

1 their collective capacity and determination. They
2 could tell me tomorrow. It is not -- that is not
3 something within my control.

4 617 Q. But you don't currently have any
5 knowledge of your term or position as a Delegate
6 coming to an end?

7 A. No.

8 618 Q. If the Court allows HDI to
9 intervene in this litigation as a party, what is
10 your position as a Delegate of HDI on whether or
11 not HDI would be required to respect a future final
12 judgment of the Court?

13 A. That is a hypothetical based upon
14 another hypothetical. I can't really take a
15 position on that.

16 619 Q. It is not a hypothetical. There
17 will be some legal conclusion of this litigation.
18 HDI is asking to intervene. I am asking whether
19 HDI, as your position as a Delegate speaking for
20 HDI, whether HDI would be required to respect a
21 final judgment in this proceeding?

22 A. Can you clarify what you mean by
23 "respect"?

24 620 Q. I mean under Canadian or
25 Haudenosaunee Law.

1 A. Well, you have asked it -- like
2 when you use the word "respect", it gets a little
3 complicated, because we have on the Two-Row Wampum,
4 we have three wampum in between, and sometimes one
5 of those wampum is referred to as "respect", so --

6 621 Q. I can rephrase if that will make
7 it easier.

8 A. Yeah, it will make it much easier.

9 622 Q. What if I say bound by under
10 Canadian or Haudenosaunee Law?

11 MR. GILBERT: I think that gets into
12 sort of legal answers and positions, but with that
13 caveat, I am going to let this witness answer. He
14 is the Delegate here and what his understanding is.

15 THE WITNESS: We have a Treaty-based
16 relationship with the Crown. That includes the
17 Crown in all of its different emanations, including
18 the judiciary, despite the fact that we have never
19 really had any engagement with respect to the
20 application of the Courts of Justice Act. You
21 know, your client is now obligated under section 5
22 of the UNDRIP Implementation Act to take all steps
23 necessary to ensure that the entirety of its
24 conduct and legislation is consistent with UNDRIP,
25 which requires pre, prior and informed consent.

1 So we are aware of that situation, so
2 the answer to your question is a question as well,
3 because we want to understand better how this
4 Treaty-based discourse is supposed to occur in
5 terms of what you say is respecting. We always
6 respect people. We always respect entities. So
7 that is why I was having this difficulty with it.

8 BY MS. LONGO:

9 623 Q. So now that I have said "bound" --

10 A. Well, we are bound --

11 624 Q. -- what is your answer to that
12 question?

13 A. We are bound together always by
14 way of our Treaty relationship in the context of
15 the Silver Covenant Chain in particular, as well as
16 the Two-Row Wampum.

17 625 Q. My question was bound by a future
18 decision, a final decision of this Court.

19 A. Of which Court? Superior Court?

20 626 Q. The Court that you are currently
21 seeking to intervene in litigation in.

22 A. Well, I don't know if there is a
23 final decision given the "notwithstanding" clause,
24 so you are going to have to be -- the Confederacy
25 Chiefs and HDI are bound to respect the

1 Treaty-based relationship and to articulate
2 positions and to receive positions back as well,
3 and whether you want to characterize that as being
4 bound or respect, that is -- you are getting into
5 some difficult conceptual spaces for us because in
6 terms of talking to the Chiefs about what -- they
7 see the Court as another emanation of the Crown
8 with which they have a Treaty relationship, and I
9 don't think that they have ever contemplated that
10 relationship as including the ability of one party
11 to dictate to another party.

12 627 Q. Okay. What is your position as a
13 Delegate of HDI whether or not all Haudenosaunee
14 people or all people of the Haudenosaunee
15 Confederacy would be bound under Canadian or
16 Haudenosaunee Law in a future final judgment of
17 this Court?

18 MR. GILBERT: Again, that is a legal
19 question. Given his position as a Delegate and as
20 a lawyer, I'll let him answer about what his
21 understanding is, but it is a legal position.

22 THE WITNESS: I can't speak for all
23 people any more than Prime Minister Trudeau can
24 speak for all Canadians. Presumably --

25 BY MS. LONGO:

1 628 Q. Is your --

2 A. Presumably if all Canadians
3 followed the law, there would be no need for a
4 Criminal Code, but anyway...

5 629 Q. I am not asking whether people of
6 the Haudenosaunee Confederacy will follow the law.
7 I am asking whether it is your position as a
8 Delegate of HDI that they would be bound, to use
9 the word that you recognize, under Canadian or
10 Haudenosaunee Law by a future final decision in
11 this litigation?

12 A. I can't speak to individuals'
13 interpretation of their relationship with the
14 Crown, and just in the context of preparing for
15 this, I think that realistically the process of
16 dealing with colonization has resulted in a number
17 of different perspectives that we have tried our
18 best to ensure are something that collectively all
19 Haudenosaunee people can adopt and incorporate into
20 their own processing of their personal
21 reconciliation with what the Crown has done to
22 them.

23 630 Q. What is your position as a
24 Delegate of HDI on whether or not the Chiefs and
25 Clan Mothers of the Confederacy Council would be

1 bound under Canadian or Haudenosaunee Law with
2 respect to any future final judgment in this
3 litigation?

4 MR. GILBERT: Again, it is a legal
5 position, but I'll let the witness answer his
6 understanding.

7 THE WITNESS: Well, we are always bound
8 by Haudenosaunee Law, and I don't think that
9 really -- it is kind of funny because when you say
10 "Haudenosaunee" and "Canada", those are two Mohawk
11 words that you are using. So conceptually, from
12 their perspective, I think they are always bound to
13 the law, and I don't know if you really want me to
14 get into splitting hairs about the differences
15 between an English colonial settler perspective on
16 the common law versus whether or not that properly
17 incorporates and can articulate Haudenosaunee Law.
18 So --

19 BY MS. LONGO:

20 631 Q. I can clarify. I am not asking
21 whether they are bound generally under the law. I
22 am asking you if they will be bound to follow --
23 bound in some way by any future final judgment,
24 either bound under Haudenosaunee or Canadian law?

25 A. In some way -- your question said

1 "in some way". In some way the Chiefs and Clan
2 Mothers feel bound to the Canadian settler colonial
3 state, which includes the judiciary, and given the
4 fact that those three wampum between the River of
5 Life, on the River of Life, they are bound by that
6 Treaty-based relationship, which in certain
7 contexts would include decisions where Canada
8 articulates positions, whether it be from the
9 executive, the legislative or the judiciary.

10 632 Q. And is this one of those contexts?

11 A. We are not there yet to know the
12 context of the context, so I can't really answer
13 the question. But as a Delegate, that is my
14 understanding.

15 MS. LONGO: Okay, thank you, Mr.
16 Detlor. I am going to take a brief five-minute
17 break to consult with my colleagues, and so if we
18 want to come back at 11:56?

19 THE WITNESS: Thank you, Counsel.

20 -- RECESSED AT 11:51 A.M.

21 -- RESUMED AT 11:56 A.M.

22 MS. LONGO: Thank you, Mr. Detlor.
23 That concludes my questions.

24 THE WITNESS: Thank you, Counsel.

25 MS. ANTONIOS: Mr. Gilbert, I had one

1 clarification question arising from Canada's
2 questions.

3 MR. GILBERT: Okay.

4 CROSS-EXAMINATION BY MS. ANTONIOS:

5 633 Q. Mr. Detlor, you were asked about
6 property at 154-38 Howard Park in Toronto?

7 A. Correct.

8 634 Q. That is a condo owned by 243
9 Ontario?

10 A. Correct.

11 635 Q. And you personally co-own that
12 condo with 243 Ontario; correct?

13 A. Correct.

14 636 Q. You have a 50 percent interest?

15 A. Correct.

16 MS. ANTONIOS: Thank you, that is my
17 question.

18 MR. GILBERT: Any further examination?

19 MS. ANTONIOS: Nothing further from me.

20 MS. LONGO: Nothing from Canada.

21 MR. GILBERT: Okay.

22

23 -- Adjourned at 11:59 a.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 28th day of March, 2023.



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PER: DEANA SANTEDICOLA, RPR, CRR, CSR

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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 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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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

1351
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

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



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January 30, 2022

Mr. Aaron Detlor
Mr. Jake Linklater
Haudenosaunee Development Institute
16 Sunrise Ct, Suite 402B
Oshweken, 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,

A handwritten signature in black ink, appearing to read "Bryn Gray", written in a cursive style.

Bryn Gray



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 <kmk55@aol.com>; jowahaise@gmail.com <jowahaise@gmail.com>; Gary Johnson <garyj426@gmail.com>; Tekarihogen Allen McNaughton <orionateka4@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/lso/media/lawyers/practice-supports-resources/equity-supports-resources/2018-guide-for-lawyers-working-with-indigenous-peoples-link-update-2022-final_aoda.pdf

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<https://lso.ca/annualreport/2021/treasurer-s-message> - taking action on reconciliation

<https://lawsocietyontario.azureedge.net/media/lso/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/lso/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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3/18/23, 5:09 PM

Video shows HDI lawyer Aaron Detlor ramming car into fence

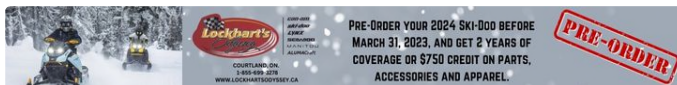


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Video shows HDI lawyer Aaron Detlor ramming car into fence

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.

Haudenosaunee Development Institute Director/Lawyer Aa...

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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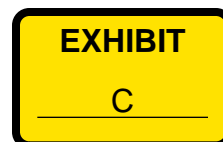
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March 15, 2023

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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.

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Please share your interest by March 10, 2023 at sho.turl.at/jp247

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Stephanie Fitzgerald sfzgerald@cmh.org

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Please contact SNWSO at laurenjones@snwsos.com 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.

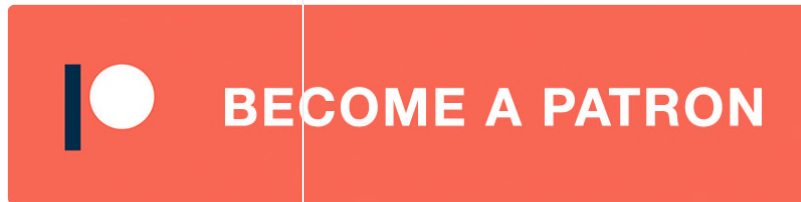
Detlor is also demanding Metrolinx replant 1701 trees to account for the lost trees at a value of \$200 per tree — which can either be paid directly by Metrolinx purchasing appropriate trees, as determined by HDI — or by giving the money for 1701 trees to the HDI.

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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Mississaugas of the Credit First Nation mourns child's life lost to trailer fire

Local News March 15, 2023 • Comments off

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

Local News March 15, 2023 • Comments off

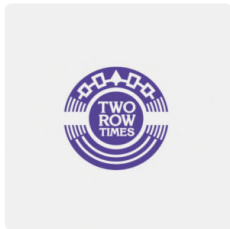
OHSWEKEN — All of the materials filed to date in the Six Nations land claim litigation have now been posted online. The website went live...



HDI financial statements show “success fee” payments made to corporate...

Local News March 15, 2023 • Comments off

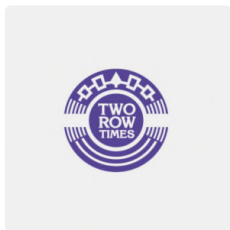
For the first time in years, the financial statements from the Haudenosaunee Development Institute are publicly available online – and the numbers presented leave...



Six Nations transit study eyes on-demand ride-sharing

Local News March 15, 2023 • Comments off

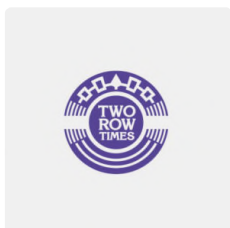
The best public transportation for a rural community like Six Nations is an on-demand ride-sharing system, Six Nations Public Works has found. A transportation study...



Opioids found and eight people charged during Six Nations drug bust

Local News March 15, 2023 • Comments off

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

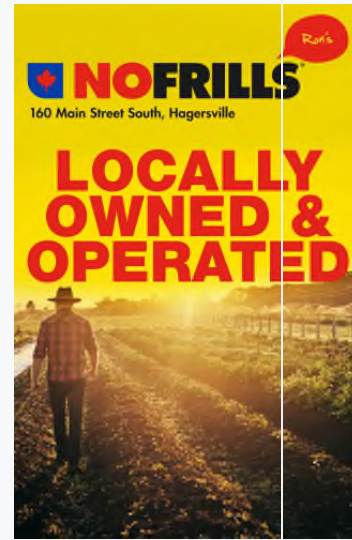
Local News March 15, 2023 • Comments off

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

Local News March 15, 2023 • Comments off

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



About Advertise Contact Information

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30th Indspire Awards celebrates three decades of achievement

Local News March 15, 2023 · Comments off

The 2023 Indspire Awards will honour 12 exceptional Indigenous achievers and will also commemorate 30 years of Indigenous excellence, welcoming past Indspire...

**UNDERTAKINGS AND REFUSALS ON THE CROSS-EXAMINATION OF
AARON DETLOR ON HIS AFFIDAVITS AFFIRMED AUGUST 31, 2022, FEBRUARY 6, 2023 AND FEBRUARY 8, 2023
(EXAMINED ON MARCH 20 and 24, 2023)**

UT = undertaking; R = refusal

Examination by Men's Fire's Counsel (March 20, 2023)

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
1.	36	116	R	To provide the amount of funds used by 2438543 Ontario Inc. (243 Ontario) for the purposes of preservation, furtherance and enhancement of the culture, language and ceremonies of the Haudenosaunee.	Refused/unanswered.
2.	43-44	138-139	R	To produce any advice received by Mr. Detlor as to whether the beneficiaries listed in the Declaration of Trust dated October 20, 2014 were ascertainable beneficiaries.	Refused/unanswered.
3.	45	147	R	To review the minute book of 243 Ontario and produce the share register.	See attached: <ul style="list-style-type: none"> - AaronDetlorHDI-UA1-ShareRegister.pdf - AaronDetlorHDI-UA1-ShareCertificate.pdf <p>The share register is not completely accurate, as the shares in 243 Ontario are held by HDI, <i>in trust</i> for the HCCC.</p>
4.	47	160	R	To produce Mr. Detlor's retainer agreement with the Haudenosaunee Development Institute (HDI).	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
5.	47	162	R	To produce the portion of Mr. Detlor's retainer agreement with HDI that deals with success fees.	Refused/unanswered.
6.	48	170	R	To provide information on the fees charged by Mr. Detlor to HDI and/or 243 Ontario for each year beginning in 2007.	Refused/unanswered.
7.	49	171	R	To provide the amount of legal fees Mr. Detlor obtained from HDI and/or 243 Ontario from the years 2014 to 2022.	Refused/unanswered.
8.	51	182	R	To answer whether Mr. Detlor has any specific recollection of any Chief reviewing any of HDI's affidavits in this proceeding.	Refused/unanswered.
9.	51-52	183-184	R	To answer whether Mr. Detlor was at any meeting reviewing any of the HDI affidavits where any Chief was in attendance.	Refused/unanswered.
10.	55	198	R	To produce a copy of the records of all HDI engagements.	Refused/unanswered.
11.	56	199	R	To provide the total dollar value of monies received by HDI in respect of its engagements.	See answer to 27 (Q. 629) from Richard Saul.
12.	56	200	R	To answer whether Mr. Detlor knows the total dollar value of monies received by HDI in respect of its engagements.	Refused/unanswered.
13.	56-58	201-202	R	To answer how much of the total amount of project funds received by HDI and/or 243 Ontario have been used for the purpose of garnering resources for the Haudenosaunee Confederacy Chiefs Council (HCCC)'s use in respect of land rights issues.	Refused/unanswered.
14.	60-61	210	R	To produce any emails sent by HDI to Chiefs and Clan Mothers related to weekly meetings between HDI, Chiefs, and Clan Mothers.	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
15.	61	211	R	To answer if there have been any emails sent to any Chiefs or Clan Mothers since the <i>Two Row Times</i> article entitled “Six Nations based HCCC/HDI are not the government of the Haudenosaunee” was published on October 5, 2022.	Refused/unanswered.
16.	61	212	R	To produce any emails sent to any Chiefs or Clan Mothers since the <i>Two Row Times</i> article titled “Six Nations based HCCC/HDI are not the government of the Haudenosaunee” was published on October 5, 2022.	Refused/unanswered.
17.	64	222	R	To provide the amounts that have been invested into Six Nations infrastructure from the engagement and sums received by HDI.	Refused/unanswered.
18.	65	224	R	To produce all HDI financial statements.	See answers to 27 (Q. 629), 28 (Q. 630), and 29 (Q. 631) from Richard Saul.
19.	72-73	258	R	To answer who were the clients that Mr. Detlor spoke with about the representations in the May 6, 2015 <i>Two Row Times</i> article entitled “HDI lawyer accused of overcharging clients”.	Refused/unanswered.

Examination by Plaintiff's Counsel (March 24, 2023)

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
20.	92	305	R	To provide a copy of Mr. Detlor's status card indicating that he is a member of the Mohawks of the Bay of Quinte.	Refused/unanswered.
21.	110	395	R	To answer whether the Haudenosaunee Confederacy Chiefs would make themselves available for examinations for discovery if HDI becomes a party to this proceeding.	Premature.
22.	110	397	R	To answer whether HDI has retained experts in this proceeding.	Refused/unanswered.
23.	110-111	398-399	R	To answer how long it would take for HDI to get expert reports ready in this proceeding.	Irrelevant. In any event, HDI has not been provided the productions, existing expert reports, or issues list. It is not in a position to meaningfully comment.
24.	120-121	439	R	To provide copies of the emails between Mr. Detlor and Jock Hill about the letters at Exhibits A and B of the Supplementary Affidavit of Mr. Detlor affirmed February 8, 2023.	Refused. Irrelevant.
25.	124	456	R	To answer whether, on February 8, 2023, HDI brought a motion for an interim and interlocutory injunction against Metrolinx relating to the cutting of trees in front of Osgoode Hall in Toronto (Metrolinx Proceeding).	Refused/unanswered.
26.	125	457	R	To answer whether Mr. Detlor swore two affidavits in support of the Metrolinx Proceeding.	Refused/unanswered.
27.	125	458	R	To answer whether HDI entered into a general monitoring agreement with Metrolinx in July 2022.	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
28.	125-126	459	R	To answer whether Metrolinx declined to extend the general monitoring agreement with HDI.	Refused/unanswered.
29.	126	461	R	To answer whether Mr. Detlor recalls affirming an affidavit on February 7, 2023 in the Metrolinx Proceeding.	Refused/unanswered.
30.	127	462	R	To identify a letter dated January 30, 2022 from McCarthy Tetrault to Aaron Detlor.	Refused/unanswered.
31.	127	463	R	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI destruction of property at Metrolinx sites according to the January 30, 2022 letter from McCarthy Tetrault to Mr. Detlor.	Refused/unanswered.
32.	127	464	R	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI obstruction of work at Metrolinx sites.	Refused/unanswered.
33.	128	465	R	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with HDI monitoring of work not covered by agreements between HDI and Metrolinx.	Refused/unanswered.
34.	128	466	R	To answer whether Metrolinx wrote to Mr. Detlor that it was concerned with invoices from HDI for review of reports that Metrolinx did not ask HDI to review.	Refused/unanswered.
35.	128	467	R	To identify an email sent from Mr. Detlor to the Law Society of Ontario, Metrolinx and others, dated December 16, 2022.	Refused/unanswered.
36.	129	468	R	To answer whether Mr. Detlor wrote that he dismantled a fence at the Metrolinx Osgoode Hall Ontario Line project site in an email sent from Mr. Detlor to the Law Society of Ontario, Metrolinx and others, dated December 16, 2022.	Refused/unanswered.

	PG.	Q.	CATEGORY	UNDERTAKING/REFUSAL	ANSWER (PROVIDED ON APRIL 6, 2023)
37.	129	469	R	To answer whether, when a security official approached Mr. Detlor at the Metrolinx Osgoode Hall Ontario Line project site and called the police, he continued on his “merry way with the dismantling of the fence”.	Refused/unanswered.
38.	129	470	R	To answer whether Mr. Detlor is in the image in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
39.	130	471	R	To answer whether Mr. Detlor drove a car into a Metrolinx construction fence at Moss Park on January 16, 2023.	Refused/unanswered.
40.	130	473	R	To answer whether Mr. Detlor was in the video referred to in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
41.	130	474-475	R	To answer whether Mr. Detlor was driving the car into the fence in the video referred to in the February 21, 2023 <i>Two Row Times</i> article entitled “Video shows HDI lawyer Aaron Detlor ramming car into fence”.	Refused/unanswered.
42.	131	479	R	To provide a copy of the shareholder agreement for 243 Ontario.	HDI has reviewed its records and corrects the answer given at Mr. Detlor’s examination: 243 Ontario does not have a shareholder’s agreement.
43.	131-132	482	R	To check whether 243 Ontario has issued any security certificates.	See 21 (Q. 395) above.
44.	132	483	R	To provide copies of any security certificates issued by 243 Ontario.	Refused/unanswered.

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)

**2438543 Ontario Inc.
Shareholder Register**

Date Shares Issued	Date Ceased to be Shareholder	Shareholder Name	Address	Postal Code	Telephone	# Shares Issued	# Shares Outstanding	Price per Share (cost)	Total	Share Class	Voting Rights?
October 20, 2014	n/a	Haudenosaunee Confederacy Chiefs Council	16 Sunrise Crt, Ohsweken, ON	N0A 1M0	519-445-4222	50	50	\$1	\$50	Common	Yes

I hereby certify that the above-named shareholders are the present shareholders of 2438543 Ontario Inc., that the number of shares set opposite their names have been paid for in cash, and that no part thereof has been borrowed for being exhibited as an asset of the bank.


 Brian Doolittle, President

October 20, 2014
 Date

Special Council called April 2 2022, to address HDI issue

*Firekeepers opened Council 9:10am

*HDI requested today's Council due to a developing issue of importance. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

-The Mohawks sent across the suggestion to authorize HDI to engage in the matter, and to work with the Chiefs' negotiations committee and maybe we need to add others. (Allen M. Steve M. Blake B. Roger S. Al D. Hohahes, Toby W.). Are there any others?
Also, for Aaron and his legal team to coordinate the issue [REDACTED]
[REDACTED]

-----Lunch Break-----

Decision-All sides agreed for HDI to intervene and for Aaron to coordinate our fight. And for the Chiefs Committee to work closely with Aaron and legal team. Also, for information to be shared with Chiefs and Clanmothers on the email chain, to keep everyone updated. Firekeepers added Cleve T. and Yogi W. to the Chiefs Negotiation Committee.

1 more issue-The Well (Mohawks) sent across a suggestion to write to Marc Miller again. We need to address his mandate. Does he truly have the mandate "to work with existing traditional governments and leaders, whose nations and forms of government were suppressed and ignored historically by the federal government, to restore respectful nation-to-nation relationships, in the spirit of self-determination, by renewing and updating treaty relationships where they exist, including pre-confederation treaties"?

Also, to remind him we are prepared to sit down and address 1924. Hohahes also updated Council that our previous letter was delivered electronically march 9,2022 @6:59am, and the original by mail the same day. (No response has been received yet).

Decision- Aaron drafted and read a letter which all sides agreed should be sent. All sides agreed to close council today and the Firekeepers encouraged the Council to remember the Council processes when dealing with matters. We're supposed to only deal with one issue at a time. Sometimes we get 2 or 3 matters mixed in together and it gets challenging. We need to be able to focus and stay with 1 issue at a time.

Firekeepers closed council @ 2:50pm and next Council will be on zoom April 9th @ 9am.



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

June 16, 2022

Ohsweken, Ontario

The Haudenosaunee Confederacy Chiefs Council (HCCC) has directed the Haudenosaunee Development Institute (H.D.I.) to coordinate the effort to protect our land rights being discussed in provincial court. As Secretary, I provide the following excerpt from the council minutes of April 2, 2022;

[REDACTED]

-The Mohawks sent across the suggestion to authorize HDI to engage in the matter, and to work with the Chiefs' negotiations committee and maybe we need to add others. (Allen M. Steve M. Blake B. Roger S. Al D. Hohahes, Toby W.). Are there any others?
Also, for Aaron and his legal team to coordinate the issue [REDACTED]

-----Lunch Break-----

Decision-All sides agreed for HDI to intervene and for Aaron to coordinate our fight. And for the Chiefs Committee to work closely with Aaron and legal team. Also, for information to be shared with Chiefs and Clanmothers on the email chain, to keep everyone updated. Firekeepers added Cleve T. and Yogi W. to the Chiefs Negotiation Committee."

Please feel free to contact me if any further information is needed.

In Peace and Friendship,

Hohahes, Leroy Hill

Hohahes, Leroy Hill



Subject: Fwd: HDI/HCCC WORKSHOP

Sensitivity: Normal

Attachments:

[AGENDA HDI_HCCC WORKSHOP 2022.docx](#) ;

Begin forwarded message:

From: Tracey General <traceyghdi@gmail.com>

Subject: Re: HDI/HCCC WORKSHOP

Date: November 7, 2022 at 10:30:52 AM EST

To: Blake Bomberry Sr [redacted] "Robert C. Brown" [redacted] Al

Day [redacted]

"[howard.elijah](#)"

, Sam George

Arnold Hill

Arlene Hill

Howard Thompson

Arnold Jacobs

Steven Jacobs

"[William.jacobs](#)"

"[tomjonathan](#)"

Allen MacNaughton

Roger Silversmith

Cleveland Thomas

Toby Williams

"[williamskervin](#)"

Yogi Williams

Steve Maracle

Markus Doxtater

"[Mpowless](#)"

Chris Smoke

Julie Bomberry

Laurie Froman

Carol Jacobs

Mary Sandy

Pam Tallchief

Gloria Thomas

Dawn Chrisjohn

Marlene Doxtator

Jill Greene

Kathy

Smoke [redacted]

Good Morning:

Please see the attachment.

On Nov 2, 2022, at 9:20 AM, Tracey General <traceyghdi@gmail.com> wrote:

Good Morning:

Just following up with the attached email.

If you plan on attending the workshop and need accommodations please reply to this email so I can get my numbers submitted by Friday November 4, 2022.

Thank you!
Tracey

On Oct 12, 2022, at 11:36 AM, Tracey General <traceyghdi@gmail.com> wrote:

Good Morning:

Once again I have rescheduled the HDI/HCCC Workshop for November 18, 19 & 20, 2022 to be held at the Home2 Suites by Hilton at 27 Sinclair Boulevard, Building 2, in Brantford, Ontario from 9:00 a.m. to 4:00 p.m. each day.

Anyone requiring overnight accommodations, please advise so that arrangements can be made.

If I do not have a Chief or Clanmother on this list and you have contact information for them, I would appreciate hearing from you so that I can update my list.

I will send the agenda once finished and hope that you all are able to attend.

Thank you!
Tracey

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

FINANCIAL STATEMENTS

For the year ended March 31, 2013

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

For the year ended March 31, 2013

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Program Schedule - Burch Restoration Project	7
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 Brantford, Ontario N3T 5N3
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INDEPENDENT AUDITORS' REPORT

To the Directors of
 Haudenosaunee Development Institute

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the balance sheet as at March 31, 2013, and the statements of income and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2013, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

A handwritten signature in cursive script that reads 'Millard, Rouse & Rosebrugh LLP'.

June 27, 2013

CHARTERED ACCOUNTANTS
 Licensed Public Accountants

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

BALANCE SHEET

As at March 31, 2013

ASSETS

Current Assets

Cash

116,596

Accounts receivable (net)

218,954

335,550

LIABILITIES

Current Liabilities

WSIB payable

335

Accounts payable and accrued liabilities

54,328

Deferred revenue

280,887

335,550

Approved on behalf of the Board

[Signature]

Director

Date

Director

Date

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

COMBINED STATEMENT OF INCOME AND RETAINED EARNINGS

For the year ended March 31, 2013

Revenue	
Revenue - Haudenosaunee Development Institute (page 4)	120,325
Revenue - Archaeological Study Centre (page 5)	316,433
Revenue - Environmental Monitor Centre (page 6)	64,958
Revenue - Burtch Restoration Project (page 7)	107,135
	608,851
Expenses	
Expenses - Haudenosaunee Development Institute (page 4)	120,325
Expenses - Archaeological Study Centre (page 5)	316,433
Expenses - Environmental Monitor Centre (page 6)	64,958
Expenses - Burtch Restoration Project (page 7)	107,135
	608,851
Net Income	

HAUDENOSAUNEE DEVELOPMENT INSTITUTE**PROGRAM SCHEDULE - HAUDENOSAUNEE DEVELOPMENT INSTITUTE**

 For the year ended March 31, 2013

Revenue	
Program funding	38,210
Application fees	48,562
Other revenue	33,553
	<hr/> 120,325
Expenses	
Wages and benefits	34,209
Fees for service	17,497
Rent, insurance and occupancy costs	9,180
Office supplies	4,859
Honorarium	5,998
Professional fees	28,875
Telephone, internet and utilities	4,397
Travel	9,867
Advertising and promotion	1,005
Administration fee	4,438
	<hr/> 120,325
Net Income	

HAUDENOSAUNEE DEVELOPMENT INSTITUTE**PROGRAM SCHEDULE - ARCHAEOLOGICAL STUDY CENTRE**

For the year ended March 31, 2013

Revenue	
Application fees	56,294
Other revenue	260,139
	<hr/> 316,433 <hr/>
Expenses	
Wages and benefits	251,683
Fees for service	6,294
Honorarium	500
Professional fees	1,375
Travel	33,503
Administration fee	23,078
	<hr/> 316,433 <hr/>
Net Income	<hr/> - <hr/>

HAUDENOSAUNEE DEVELOPMENT INSTITUTE**PROGRAM SCHEDULE - ENVIRONMENTAL MONITOR CENTRE**

For the year ended March 31, 2013

Revenue	64,958
<hr/>	
Expenses	
Wages and benefits	46,352
Fees for service	298
Office supplies	418
Professional fees	1,375
Travel	11,243
Administration fee	5,272
	<hr/> 64,958 <hr/>
Net Income	<hr/> - <hr/>

HAUDENOSAUNEE DEVELOPMENT INSTITUTE**PROGRAM SCHEDULE - BURTCH RESTORATION PROJECT**

For the year ended March 31, 2013

Revenue	107,135
Expenses	
Wages and benefits	72,455
Fees for service	8,775
Office supplies	76
Professional fees	17,370
Administration fee	8,459
	107,135
Net Income	

See accompanying notes

HAUDENOSAUNEE DEVELOPMENT INSTITUTE**STATEMENT OF CASH FLOWS**

For the year ended March 31, 2013

Cash Flows From Operating Activities

Net income

Net change in non-cash working capital balances related to operations

116,596

Net Loss in Cash and Cash Equivalents

116,596

Opening Cash and Cash Equivalents

Closing Cash and Cash Equivalents

116,596

See accompanying notes

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations in Part III of the CICA Handbook and include the following significant accounting policies:

(a) **Purpose of the Organization**

Haudenosaunee Development Institute (HDI) is the formal organization created by the Haudenosaunee Confederacy Chiefs Council (HCCC) in September 2007 to grant permission to third parties to undertake development upon lands where the HCCC exercise jurisdiction including that area of land considered by the Haldimand Proclamation of 1784 and the Nanfan Treaty of 1701.

(b) **Use of Estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenue and expenses during the year. Actual results could differ from those estimates.

(c) **Revenue Recognition Policy**

Program funding revenue is recognized in accordance with the contracted payment schedule.

Other revenue is recognized when the service has been performed.

(d) **Financial Instruments**

The organization initially measures its financial assets and financial liabilities at fair value. It subsequently measures all its financial assets and financial liabilities at amortized cost.

The financial assets subsequently measured at amortized cost include cash, accounts receivable, and prepaid expenses. The financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

2. FINANCIAL INSTRUMENTS

The significant financial risk to which the organization is exposed is credit risk.

Credit Risk

The organization's exposure to credit risk relates to its accounts receivable. The risk of significant credit loss is considered remote.



Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2014



KPMG LLP
Chartered Accountants
 Box 976
 21 King Street West Suite 700
 Hamilton ON L8N 3R1

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INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2014, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2014, 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.



Other matter

The financial statements of Haudenosaunee Development Institute as at and for the year ended March 31, 2013 were audited by another auditor who expressed an unmodified opinion on those statements on June 27, 2013.

Comparative Information

Without modifying our opinion, we draw attention to Note 8 to the financial statements which indicates that the comparative information in the statement of financial position presented as at and for the year ended March 31, 2013 has been restated.

The financial statements of Haudenosaunee Development Institute as at and for the year ended March 31, 2013, excluding the restatements described in Note 7 to the financial statements, were audited by another auditor who expressed an unmodified opinion on those financial statements on June 27, 2013.

As part of our audit of financial statements as at and for the year ended March 31, 2014, we audited the restatement described in Note 7 to the financial statements that was applied to restate the comparative information presented as at and for the year ended March 31, 2013. In our opinion, the restatements are appropriate and have been properly applied.

We were not engaged to audit, review, or apply any procedures to the March 31, 2013 financial statements, other than with respect to the restatements described in Note 7 to the financial statements. Accordingly, we do not express an opinion or any other form of assurance on those financial statements taken as a whole.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

July 11, 2014
Hamilton, Canada

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2014, with comparative financial information for 2013

	2014	(Restated) 2013
Assets		
Current assets:		
Cash and cash equivalents	\$ -	\$ 116,596
Accounts receivable (note 2)	1,205,807	218,954
Prepaid expenses	5,106	-
	<u>\$ 1,210,913</u>	<u>\$ 335,550</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 278,380	\$ 54,663
Due to GRETI (note 3)	24,676	-
Deferred revenue	100,000	-
	<u>403,056</u>	<u>54,663</u>
Net assets:		
Unrestricted	587,857	280,887
Land lease fund	220,000	-
	<u>807,857</u>	<u>280,887</u>
Commitments (note 6)		
	<u>\$ 1,210,913</u>	<u>\$ 335,550</u>

See accompanying notes to financial statements.

On behalf of the Board:

_____ Director

_____ Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2014, with comparative financial information for 2013

	2014	2013
Revenues (Schedule):		
Haudenosaunee Development Institute Administration	\$ 283,204	\$ 149,178
Archaeological Study Centre	1,029,416	422,451
Environmental Monitor Centre	536,309	67,013
Burch Restoration Project	296,813	212,885
Land lease fees	220,000	-
Other revenue	49,836	38,211
	<u>2,415,578</u>	<u>889,738</u>
Expenses (Schedule):		
Salaries, benefits and contract fees	1,007,848	404,698
Professional fees	355,899	67,961
Travel	279,035	54,613
Office and general	226,993	72,204
Rent	8,766	8,370
Training	7,119	-
Advertising	2,948	1,005
	<u>1,888,608</u>	<u>608,851</u>
Excess of revenues over expenses	\$ 526,970	\$ 280,887

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2014, with comparatives financial information for 2013

	Unrestricted	Land lease fund	Total
Balance, beginning of year (Restated)	\$ 280,887	\$ -	\$ 280,887
Excess of revenues over expenses	306,970	220,000	526,970
Balance, end of year	\$ 587,857	\$ 220,000	\$ 807,857

March 31, 2013	Unrestricted	Land lease fund	(Restated) Total
Balance, beginning of year	\$ -	\$ -	\$ -
Excess of revenues over expenses	280,887	-	280,887
Balance, end of year	\$ 280,887	\$ -	\$ 280,887

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2014, with comparative financial information for 2013

	2014	2013
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 526,970	\$ 280,887
Change in non-cash operating working capital		
Accounts receivable	(986,853)	(218,954)
Prepaid expenses	(5,106)	-
Accounts payable and accrued liabilities	223,717	54,663
Due to GRETI	24,676	-
Deferred revenue	100,000	-
Net (decrease) increase in cash and cash equivalents	(116,596)	116,596
Cash and cash equivalents, beginning of year	116,596	-
Cash and cash equivalents, end of year	\$ -	\$ 116,596

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

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 Haudenosuane, as deemed fit by the Royane and Yakoyane on a case by case basis.

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 when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

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

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

1. Significant accounting policies (continued):

(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 accounts payable and accrued liabilities. Actual results could differ from those estimates.

(e) Financial instruments:

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

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

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

(f) 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

2. Accounts receivable:

	2014	2013
Accounts receivable	\$ 1,205,807	\$ 218,954
Less allowance for doubtful accounts	-	-
	<u>\$ 1,205,807</u>	<u>\$ 218,954</u>

3. 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.

There are no transactions between the Organization and the Council.

Grand River Employment and Training Inc. ("GRETI"):

The Organization has entered into a financial management service agreement with GRETI to administer financial recordings and payroll processing. A fee is collected on a percentage of all revenue pertaining to monitoring contracts.

GRETI maintains a general bank account which includes the Organization's transactions. All transactions are in the normal course of operations and at arm's length. The payable to GRETI is the net result of transactions during the year. No interest is charged when the account is in an overdraft position.

4. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$Nil (2013 - \$335), which includes amounts payable for WSIB.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

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 2013.

(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.

6. Commitments:

On July 1 2014, the Organization entered into a rental agreement GRET1 for a 5 year term to lease office space with minimum payments due as follows:

2015	\$	23,247
2016		30,996
2017		30,996
2018		30,996
2019 and thereafter		38,745
	\$	154,980

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

7. Prior period adjustments:

The March 31, 2013 comparative statement of financial position has been restated to retroactively correct the accounting related to the Organization's net assets. In prior years, the financial results of the Organization were recognized as deferred revenue. Given there are no restrictions on the revenue and contributions, the ending surplus/deficit represents net assets available to the Organization. This change has been recorded retroactively and accordingly, the comparative statement of financial position has been restated as follows:

Statement of Financial Position, March 31, 2013	Increase (decrease)
Deferred revenue	\$ (280,887)
Net assets	280,887

8. Comparative Information

Certain 2013 comparative figures have been reclassified to conform to the financial statement presentation adopted for the current year.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule -- Archaeological Study Centre

Year ended March 31, 2014, with comparative financial information for 2013

	HDI					2014	2013
	Administration	Archeology	Environmental	Burch	Land lease		
Revenues:							
Application fees	\$ 283,204	\$ 1,029,416	\$ 536,309	\$ 296,813	\$ 220,000	\$ 2,365,742	\$ 851,527
Other revenue	49,836	-	-	-	-	49,836	38,211
	333,040	1,029,416	536,309	296,813	220,000	2,415,578	889,738
Expenses:							
Salaries and benefits	21,454	523,142	251,694	211,558	-	1,007,848	404,698
Professional fees	300,339	51,200	-	4,360	-	355,899	67,961
Travel	3,592	156,479	116,972	1,992	-	279,035	54,613
Office and general	226,993	-	-	-	-	226,993	72,204
Rent	8,766	-	-	-	-	8,766	8,370
Training	-	4,869	2,250	-	-	7,119	-
Advertising	2,948	-	-	-	-	2,948	1,005
	564,092	735,690	370,916	217,910	-	1,888,608	608,851
Excess of revenues over expenses							
(expenses over revenues)	\$ (231,052)	\$ 293,726	\$ 165,393	\$ 78,903	\$ 220,000	\$ 526,970	\$ 280,887

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2014



KPMG LLP
Chartered Accountants
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INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2014, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2014, 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.



Other matter

The financial statements of Haudenosaunee Development Institute as at and for the year ended March 31, 2013 were audited by another auditor who expressed an unmodified opinion on those statements on June 27, 2013.

Comparative Information

Without modifying our opinion, we draw attention to Note 8 to the financial statements which indicates that the comparative information in the statement of financial position presented as at and for the year ended March 31, 2013 has been restated.

The financial statements of Haudenosaunee Development Institute as at and for the year ended March 31, 2013, excluding the restatements described in Note 7 to the financial statements, were audited by another auditor who expressed an unmodified opinion on those financial statements on June 27, 2013.

As part of our audit of financial statements as at and for the year ended March 31, 2014, we audited the restatement described in Note 7 to the financial statements that was applied to restate the comparative information presented as at and for the year ended March 31, 2013. In our opinion, the restatements are appropriate and have been properly applied.

We were not engaged to audit, review, or apply any procedures to the March 31, 2013 financial statements, other than with respect to the restatements described in Note 7 to the financial statements. Accordingly, we do not express an opinion or any other form of assurance on those financial statements taken as a whole.

A handwritten signature in black ink that reads 'KPMG LLP' in a cursive, slanted font. A horizontal line is drawn underneath the signature.

Chartered Professional Accountants, Licensed Public Accountants

July 11, 2014
Hamilton, Canada

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

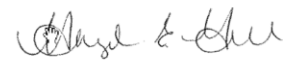
Statement of Financial Position

Year ended March 31, 2014, with comparative financial information for 2013

	2014	(Restated) 2013
Assets		
Current assets:		
Cash and cash equivalents	\$ -	\$ 116,596
Accounts receivable (note 2)	1,205,807	218,954
Prepaid expenses	5,106	-
	<u>\$ 1,210,913</u>	<u>\$ 335,550</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 278,380	\$ 54,663
Due to GRETI (note 3)	24,676	-
Deferred revenue	100,000	-
	<u>403,056</u>	<u>54,663</u>
Net assets:		
Unrestricted	587,857	280,887
Land lease fund	220,000	-
	<u>807,857</u>	<u>280,887</u>
Commitments (note 6)		
	<u>\$ 1,210,913</u>	<u>\$ 335,550</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2014, with comparative financial information for 2013

	2014	2013
Revenues (Schedule):		
Haudenosaunee Development Institute Administration	\$ 283,204	\$ 149,178
Archaeological Study Centre	1,029,416	422,451
Environmental Monitor Centre	536,309	67,013
Burch Restoration Project	296,813	212,885
Land lease fees	220,000	-
Other revenue	49,836	38,211
	<u>2,415,578</u>	<u>889,738</u>
Expenses (Schedule):		
Salaries, benefits and contract fees	1,007,848	404,698
Professional fees	355,899	67,961
Travel	279,035	54,613
Office and general	226,993	72,204
Rent	8,766	8,370
Training	7,119	-
Advertising	2,948	1,005
	<u>1,888,608</u>	<u>608,851</u>
Excess of revenues over expenses	\$ 526,970	\$ 280,887

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2014, with comparatives financial information for 2013

	Unrestricted	Land lease fund	Total
Balance, beginning of year (Restated)	\$ 280,887	\$ -	\$ 280,887
Excess of revenues over expenses	306,970	220,000	526,970
Balance, end of year	\$ 587,857	\$ 220,000	\$ 807,857

March 31, 2013	Unrestricted	Land lease fund	(Restated) Total
Balance, beginning of year	\$ -	\$ -	\$ -
Excess of revenues over expenses	280,887	-	280,887
Balance, end of year	\$ 280,887	\$ -	\$ 280,887

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2014, with comparative financial information for 2013

	2014	2013
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 526,970	\$ 280,887
Change in non-cash operating working capital		
Accounts receivable	(986,853)	(218,954)
Prepaid expenses	(5,106)	-
Accounts payable and accrued liabilities	223,717	54,663
Due to GRETI	24,676	-
Deferred revenue	100,000	-
Net (decrease) increase in cash and cash equivalents	(116,596)	116,596
Cash and cash equivalents, beginning of year	116,596	-
Cash and cash equivalents, end of year	\$ -	\$ 116,596

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

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.

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 when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

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

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

1. Significant accounting policies (continued):

(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 accounts payable and accrued liabilities. Actual results could differ from those estimates.

(e) Financial instruments:

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

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

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

(f) 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

2. Accounts receivable:

	2014	2013
Accounts receivable	\$ 1,205,807	\$ 218,954
Less allowance for doubtful accounts	-	-
	<u>\$ 1,205,807</u>	<u>\$ 218,954</u>

3. 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.

There are no transactions between the Organization and the Council.

Grand River Employment and Training Inc. ("GRETI"):

The Organization has entered into a financial management service agreement with GRETI to administer financial recordings and payroll processing. A fee is collected on a percentage of all revenue pertaining to monitoring contracts.

GRETI maintains a general bank account which includes the Organization's transactions. All transactions are in the normal course of operations and at arm's length. The payable to GRETI is the net result of transactions during the year. No interest is charged when the account is in an overdraft position.

4. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$Nil (2013 - \$335), which includes amounts payable for WSIB.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

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 2013.

(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.

6. Commitments:

On July 1 2014, the Organization entered into a rental agreement GRET1 for a 5 year term to lease office space with minimum payments due as follows:

2015	\$	23,247
2016		30,996
2017		30,996
2018		30,996
2019 and thereafter		38,745
	\$	154,980

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2014

7. Prior period adjustments:

The March 31, 2013 comparative statement of financial position has been restated to retroactively correct the accounting related to the Organization's net assets. In prior years, the financial results of the Organization were recognized as deferred revenue. Given there are no restrictions on the revenue and contributions, the ending surplus/deficit represents net assets available to the Organization. This change has been recorded retroactively and accordingly, the comparative statement of financial position has been restated as follows:

Statement of Financial Position, March 31, 2013	Increase (decrease)
Deferred revenue	\$ (280,887)
Net assets	280,887

8. Comparative Information

Certain 2013 comparative figures have been reclassified to conform to the financial statement presentation adopted for the current year.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule – Archaeological Study Centre

Year ended March 31, 2014, with comparative financial information for 2013

	HDI				Land	2014	2013
	Administration	Archeology	Environmental	Burtch	lease		
Revenues:							
Application fees	\$ 283,204	\$ 1,029,416	\$ 536,309	\$ 296,813	\$ 220,000	\$ 2,365,742	\$ 851,527
Other revenue	49,836	-	-	-	-	49,836	38,211
	333,040	1,029,416	536,309	296,813	220,000	2,415,578	889,738
Expenses:							
Salaries and benefits	21,454	523,142	251,694	211,558	-	1,007,848	404,698
Professional fees	300,339	51,200	-	4,360	-	355,899	67,961
Travel	3,592	156,479	116,972	1,992	-	279,035	54,613
Office and general	226,993	-	-	-	-	226,993	72,204
Rent	8,766	-	-	-	-	8,766	8,370
Training	-	4,869	2,250	-	-	7,119	-
Advertising	2,948	-	-	-	-	2,948	1,005
	564,092	735,690	370,916	217,910	-	1,888,608	608,851
Excess of revenues over expenses							
(expenses over revenues)	\$ (231,052)	\$ 293,726	\$ 165,393	\$ 78,903	\$ 220,000	\$ 526,970	\$ 280,887

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2015



KPMG LLP
Box 976
21 King Street West Suite 700
Hamilton ON L8N 3R1

Telephone (905) 523-8200
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INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2015, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2015, 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

July 10, 2015
Hamilton, Canada

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2015, with comparative financial information for 2014

	2015	2014
Assets		
Current assets:		
Due from GRETI (note 3)	\$ 1,226,929	\$ -
Accounts receivable (note 2)	530,090	1,205,807
Receivable from 2438543 Ontario Inc. (note 3, 4)	6,592	-
Prepaid expenses	608	5,106
	<u>\$ 1,764,219</u>	<u>\$ 1,210,913</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 5)	\$ 48,763	\$ 278,380
Due to GRETI (note 3)	-	24,676
Deferred revenue	-	100,000
	<u>48,763</u>	<u>403,056</u>
Investment losses in 2438543 Ontario Inc., net (notes 3, 4)	247,416	-
	<u>296,179</u>	<u>403,056</u>
Net assets:		
Unrestricted	848,915	587,857
Land lease fund	609,750	220,000
Land acquisition fund	9,375	-
	<u>1,468,040</u>	<u>807,857</u>
Commitments (note 7)		
	<u>\$ 1,764,219</u>	<u>\$ 1,210,913</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2015, with comparative financial information for 2014

	2015	2014
Revenues (Schedule):		
Haudenosaunee Development Institute Administration	\$ 662,275	\$ 283,204
Archaeological Study Centre	811,415	1,029,416
Environmental Monitoring Centre	846,524	536,309
Land lease fees	389,750	220,000
Kanohstaton Project	131,708	-
Land acquisition fees	9,375	-
Burtch Restoration Project	-	296,813
Other revenue	62,501	49,836
	<u>2,913,548</u>	<u>2,415,578</u>
Expenses (Schedule):		
Salaries, benefits and contract fees	996,485	1,007,848
Professional fees	410,926	355,899
Travel	360,543	279,035
Investment loss (note 4)	247,466	-
Office and general	193,133	226,993
Rent	25,416	8,766
Advertising	10,172	2,948
Bad debt expense	5,030	-
Training	4,194	7,119
	<u>2,253,365</u>	<u>1,888,608</u>
Excess of revenues over expenses	<u>\$ 660,183</u>	<u>\$ 526,970</u>

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2015, with comparatives financial information for 2014

	Unrestricted	Land lease	Land acquisition	Total
Balance, beginning of year	\$ 587,857	\$ 220,000	\$ -	\$ 807,857
Excess of revenues over expenses	261,058	389,750	9,375	660,183
Balance, end of year	\$ 848,915	\$ 609,750	\$ 9,375	\$ 1,468,040

	Unrestricted	Land lease	Land acquisition	Total
Balance, beginning of year	\$ 280,887	\$ -	\$ -	\$ 280,887
Excess of revenues over expenses	306,970	220,000	-	526,970
Balance, end of year	\$ 587,857	\$ 220,000	\$ -	\$ 807,857

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2015, with comparative financial information for 2014

	2015	2014
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 660,183	\$ 526,970
Change in non-cash operating working capital		
Accounts receivable	675,717	(986,853)
Prepaid expenses	4,498	(5,106)
Due from 2438543 Ontario Inc.	(6,592)	-
Accounts payable and accrued liabilities	(229,617)	223,717
Due to/from GRET1, net	(1,251,605)	24,676
Deferred revenue	(100,000)	100,000
	(247,416)	(116,596)
Financing activities:		
Investment loss In 2438543 Ontario Inc.	247,416	-
	247,416	-
Net decrease in cash and cash equivalents	-	(116,596)
Cash and cash equivalents, beginning of year	-	116,596
Cash and cash equivalents, end of year	\$ -	\$ -

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold.

(c) Cash and cash equivalents:

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

(d) Investments:

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

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

1. Significant accounting policies (continued):

(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. Significant items subject to such estimates and assumptions include accounts payable and accrued liabilities. 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.

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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

2. Accounts receivable:

	2015	2014
Accounts receivable	\$ 530,090	\$ 1,205,807
Less allowance for doubtful accounts	-	-
	<u>\$ 530,090</u>	<u>\$ 1,205,807</u>

3. 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.

There are no transactions between the Organization and the Council.

Grand River Employment and Training Inc. (“GRETI”):

The Organization has entered into a financial management services agreement with GRETI to administer financial recording and payroll processing. A fee is collected on a percentage of all revenue pertaining to monitoring contracts.

GRETI maintains a general bank account which includes the Organization’s transactions. All transactions are in the normal course of operations and at arm’s length. The payable to GRETI is the net result of transactions during the year. No interest is charged when the account is in an overdraft position.

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, has formed a limited partnership for a combined ownership of 25% of the Grand Valley Wind Farm project.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

3. Related entities (continued):

HDI has incurred expenditures on behalf of the entity for incorporation costs as it has not generated revenues from its partnership. HDI expects to receive repayment of these funds when the entity starts generating positive cash flows. There are no fixed terms for repayment.

4. Investments:

The Organization controls 2438543 Ontario Inc. and it has been included in the Organization's financial statements using the equity method. A financial summary of this entity as at March 31, 2015 and for the year then ended are as follows:

Financial position:

	2015
Total assets	\$ 2,973,243
Total liabilities	\$ 3,220,659
Total shareholder's equity	(247,416)
	\$ 2,973,243

Included in total liabilities held by 2438543 Ontario Inc. is \$6,592 payable to HDI. There are no set terms of repayment and the amounts are non-interest bearing. Also included in total liabilities is long term debt repayable with a total principal balance of \$3,000,000 with quarterly compounding interest at a rate of 4.22%. Repayments are based on distributions received from the Wind Farm project, calculated at 90% of the distributions received from the Wind Farm partnership.

Results of operations:

	2015
Total revenues	\$ -
Total expenses	(247,466)
	\$ (247,466)

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

4. Investments (continued):

Cash flows:

	2015
Excess of expenses over revenues	\$ (247,466)
Operating activities	6,592
Financing activities	240,924
Change in cash flows	\$ 50

5. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$179 (2014 - \$nil), which includes amounts payable for employment insurance and WSIB.

6. 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 2014.

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2015

7. Commitments:

On October 3 2014, the Organization entered into a rental agreement with GRETI for a four year term to lease office space, the remaining minimum payments for the next three years are due as follows:

2016	\$	30,996
2017		30,996
2018		30,996
	\$	92,988

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule – Archaeological Study Centre

Year ended March 31, 2015, with comparative financial information for 2014

	HDI									
	Administration	Archaeology	Environmental	Kanonhstaton	Burch	Land lease	Land acquisition	2015	2014	
Revenues:										
Application fees	\$ 662,275	\$ 811,415	\$ 846,524	\$ 131,708	\$ -	\$ 389,750	\$ 9,375	\$ 2,851,047	\$ 2,365,742	
Other revenue	62,501	-	-	-	-	-	-	62,501	49,836	
	724,776	811,415	846,524	131,708	-	389,750	9,375	2,913,548	2,415,578	
Expenses:										
Salaries and benefits	82,266	462,137	441,713	-	10,369	-	-	996,485	1,007,848	
Professional fees	172,422	12,085	-	115,847	75,572	-	35,000	410,926	355,899	
Travel	6,392	143,171	210,909	71	-	-	-	360,543	279,035	
Investment loss	247,466	-	-	-	-	-	-	247,466	-	
Office and general	186,610	-	448	6,075	-	-	-	193,133	226,993	
Rent	25,416	-	-	-	-	-	-	25,416	8,766	
Advertising	10,172	-	-	-	-	-	-	10,172	2,948	
Bad debt expense	5,030	-	-	-	-	-	-	5,030	-	
Training	-	-	4,194	-	-	-	-	4,194	7,119	
	735,774	617,393	657,264	121,993	85,941	-	35,000	2,253,365	1,888,608	
Excess of revenue over expenses (expenses over revenues)										
	\$ (10,998)	\$ 194,022	\$ 189,260	\$ 9,715	\$ (85,941)	\$ 389,750	\$ (25,625)	\$ 660,183	\$ 526,970	

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2016



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INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2016, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2016, 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

July 28, 2016
Hamilton, Canada

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2016, with comparative financial information for 2015

	2016	2015
Assets		
Current assets:		
Cash	\$ 738,303	\$ -
Due from GRETI (note 4)	702,748	1,226,929
Accounts receivable (note 2)	744,468	530,090
Receivable from 2438543 Ontario Inc. (note 4, 5)	7,092	6,592
Prepaid expenses	-	608
	<u>2,192,611</u>	<u>1,764,219</u>
Capital assets (note 3)	551,218	-
	<u>\$ 2,743,829</u>	<u>\$ 1,764,219</u>

Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities (note 6)	\$ 36,465	\$ 48,763
Investment losses in 2438543 Ontario Inc., net (notes 4, 5)	-	247,416
	<u>36,465</u>	<u>296,179</u>
Net assets:		
Invested in capital assets	551,218	-
Unrestricted	1,016,555	848,915
Land lease fund	1,287,220	609,750
Land acquisition fund	(147,629)	9,375
	<u>2,707,364</u>	<u>1,468,040</u>
Commitments (note 8)		
	<u>\$ 2,743,829</u>	<u>\$ 1,764,219</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2016, with comparative financial information for 2015

	2016	2015
Revenues (Schedule):		
Haudenosaunee Development Institute Administration	\$ 229,041	\$ 662,275
Archaeological Study Centre	1,132,137	811,415
Environmental Monitoring Centre	584,232	846,524
Land lease fees	677,470	389,750
Kanohstaton Project	2,995	131,708
Capacity Language/Cultural Development	212,500	-
Land acquisition fees	375,000	9,375
Other revenue	-	62,501
	3,213,375	2,913,548
Expenses (Schedule):		
Salaries, benefits and contract fees	931,724	996,485
Professional fees	459,807	410,926
Cultural development	400,000	-
Travel	187,459	360,543
Office and general	102,260	193,133
Bad debt expense	76,771	5,030
Rent	30,833	25,416
Advertising	22,345	10,172
Depreciation	9,483	-
Training	785	4,194
Investment loss (note 4, 5)	-	247,466
	2,221,467	2,253,365
Excess of revenues over expenses	\$ 991,908	\$ 660,183

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2016, with comparatives financial information for 2015

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	2016 Total
Balance, beginning of year	\$ 848,915	\$ -	\$ 609,750	\$ 9,375	\$ 1,468,040
Excess of revenues over expenses	(51,079)	(9,483)	677,470	375,000	991,908
Net change in invested in capital	(28,697)	560,701	-	(532,004)	-
Disposal of investment (note 4)	247,416	-	-	-	247,416
Balance, end of year	\$ 1,016,555	\$ 551,218	\$ 1,287,220	\$ (147,629)	\$ 2,707,364

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	2015 Total
Balance, beginning of year	\$ 587,857	\$ -	\$ 220,000	\$ -	\$ 807,857
Excess of revenues over expenses	261,058	-	389,750	9,375	660,183
Balance, end of year	\$ 848,915	\$ -	\$ 609,750	\$ 9,375	\$ 1,468,040

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2016, with comparative financial information for 2015

	2016	2015
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 991,908	\$ 660,183
Items not involving cash:		
Amortization of capital assets	9,483	-
Change in non-cash operating working capital		
Accounts receivable	(214,378)	675,717
Prepaid expenses	608	4,498
Due from 2438543 Ontario Inc.	(500)	(6,592)
Accounts payable and accrued liabilities	(12,298)	(229,617)
Due to/from GRETI, net	524,181	(1,251,605)
Deferred revenue	-	(100,000)
	1,299,004	(247,416)
Investing activities:		
Investment loss In 2438543 Ontario Inc.	-	247,416
Purchase of capital assets	(560,701)	-
	(560,701)	247,416
Net increase in cash	738,303	-
Cash, beginning of year	-	-
Cash, end of year	\$ 738,303	\$ -

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold.

(c) Cash and cash equivalents:

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

(d) Investments:

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

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

1. Significant accounting policies (continued):

(e) Capital assets:

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

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

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

(f) Use of estimates:

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

(g) Financial instruments:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

1. Significant accounting policies (continued):

(g) Financial instruments (continued):

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

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

(h) Allocation of expenses:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

2. Accounts receivable:

	2016	2015
Accounts receivable	\$ 763,248	\$ 530,090
Less allowance for doubtful accounts	18,780	-
	<u>\$ 744,468</u>	<u>\$ 530,090</u>

3. Capital assets:

	Cost	Accumulated amortization	Net book value
Land	\$ 532,004	\$ -	\$ 532,004
Computer and equipment	18,698	5,484	13,214
Furniture and fixtures	9,999	3,999	6,000
	<u>\$ 560,701</u>	<u>\$ 9,483</u>	<u>\$ 551,218</u>

4. 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.

Grand River Employment and Training Inc. ("GRETI"):

The Organization has entered into a financial management services agreement with GRETI to administer financial recording and payroll processing. A fee is collected on a percentage of all revenue pertaining to monitoring contracts.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

4. Related entities (continued):

GRETI maintained a general bank account until August 2015 which included the Organization's transactions. All transactions were in the normal course of operations and at arm's length. The payable to GRETI is the net result of transactions during the year. No interest is charged when the account is in an overdraft position.

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 the investment in 2438543 Ontario Inc. to HCCC. The common shares were transferred for a nominal amount of \$2, given the related party transaction the gain on sale is recorded directly through net assets for a total gain of \$247,416.

5. Investments:

In fiscal 2015, the Organization controlled 2438543 Ontario Inc. and it was been included in the Organization's financial statements using the equity method. When the investment was transferred to HCCC, control was renounced and the Organization recognized the net loss up to February 10, 2016, date of transfer of common shares to HCCC.

Financial position:

	2016	2015
Total assets	\$ -	\$ 2,973,243
Total liabilities	\$ -	\$ 3,220,659
Total shareholder's equity	-	(247,416)
	\$ -	\$ 2,973,243

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

5. Investments (continued):

Results of operations:

	2016	2015
Total revenues	\$ -	\$ -
Total expenses	(899,136)	(247,466)
	\$ (899,136)	\$ (247,466)

Cash flows:

	2016	2015
Excess of expenses over revenues	\$ (899,136)	\$ (247,466)
Operating activities	401,300	6,592
Financing activities	506,386	240,924
Change in cash flows	\$ 8,550	\$ 50

6. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$nil (2015 - \$179), which includes amounts payable for employment insurance and WSIB.

7. 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 2015.

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2016

8. Commitments:

On October 3, 2014, the Organization entered into a rental agreement with GRETI for a four year term to lease office space, the remaining minimum payments for the next two years are due as follows:

2017	\$	30,996
2018		30,996
	\$	61,992

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule – Archaeological Study Centre

Year ended March 31, 2016, with comparative financial information for 2015

	HDI Administration	Archaeology	Environmental	Kanonstaton	Capacity Language	Land lease	Land acquisition	2016	2015
Revenues:									
Application fees	\$ 229,041	\$ 1,132,137	\$ 584,232	\$ 2,995	\$ 212,500	\$ 677,470	\$ 375,000	\$ 3,213,375	\$ 2,851,047
Other revenue	-	-	-	-	-	-	-	-	62,501
	229,041	1,132,137	584,232	2,995	212,500	677,470	375,000	3,213,375	2,913,548
Expenses:									
Salaries and benefits	95,635	560,720	275,369	-	-	-	-	931,724	996,485
Professional fees	459,327	-	-	480	-	-	-	459,807	410,926
Cultural development	-	-	-	-	400,000	-	-	400,000	-
Travel	244	108,633	78,582	-	-	-	-	187,459	360,543
Office and general	92,871	-	6,874	2,515	-	-	-	102,260	193,133
Rent	30,833	-	-	-	-	-	-	30,833	25,416
Advertising	22,345	-	-	-	-	-	-	22,345	10,172
Bad debt expense	76,771	-	-	-	-	-	-	76,771	5,030
Depreciation	9,483	-	-	-	-	-	-	9,483	-
Training	785	-	-	-	-	-	-	785	4,194
Investment loss	-	-	-	-	-	-	-	-	247,466
	788,294	669,353	360,825	2,995	400,000	-	-	2,221,467	2,253,365
Excess of revenue over expenses (expenses over revenues)									
	\$ (559,253)	\$ 462,784	\$ 223,407	\$ -	\$ (187,500)	\$ 677,470	\$ 375,000	\$ 991,908	\$ 660,183

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2017



KPMG LLP
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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

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2017, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2017, 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

March 24, 2018

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2017, with comparative financial information for 2016

	2017	2016
		(Restated note 10)
Assets		
Current assets:		
Cash	\$ 1,189,625	\$ 738,303
Investments	1,000,308	-
Due from GRETI (note 4)	-	702,748
Accounts receivable (note 2)	394,746	744,468
Receivable from 2438543 Ontario Inc. (note 4, 5)	869,273	539,096
Prepaid expenses	1,977	-
	<u>3,455,929</u>	<u>2,724,615</u>
Capital assets (note 3)	13,504	19,214
	<u>\$ 3,469,433</u>	<u>\$ 2,743,829</u>

Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities (note 6)	\$ 409,452	\$ 36,465
Due to Ogwawihsta Dedwahsnye (note 4)	22,570	-
Deferred revenue	65,000	-
	<u>497,022</u>	<u>36,465</u>
Net assets:		
Invested in capital assets	13,504	19,214
Unrestricted	823,479	1,016,555
Land lease fund	1,386,053	1,287,220
Land acquisition fund	749,375	384,375
	<u>2,972,411</u>	<u>2,707,364</u>
Commitments (note 8)		
	<u>\$ 3,469,433</u>	<u>\$ 2,743,829</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2017, with comparative financial information for 2016

	2017	2016
Revenues (Schedule):		
Archaeological Study Centre	\$ 1,820,983	\$ 1,132,137
Land lease fees	1,012,336	677,470
Environmental Monitoring Centre	582,156	584,232
Land acquisition fees	365,000	375,000
Haudenosaunee Development Institute Administration	215,693	229,041
Kanonhstaton Project	3,780	2,995
Capacity Language/Cultural Development	-	212,500
Other revenue	95,444	-
	4,095,392	3,213,375
Expenses (Schedule):		
Salaries, benefits and contract fees	1,066,524	931,724
Professional fees	1,009,079	459,807
Cultural development	913,503	400,000
Travel	310,266	187,459
Bad debt expense	281,004	76,771
Office and general	133,599	102,260
Administration fees	53,009	-
Rent	30,996	30,833
Advertising	18,824	22,345
Amortization	9,494	9,483
Training	4,047	785
	3,830,345	2,221,467
Excess of revenues over expenses	\$ 265,047	\$ 991,908

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2017, with comparatives financial information for 2016

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	2017 Total
Balance, beginning of year (Restated note 10)	\$ 1,016,555	\$ 19,214	\$ 1,287,220	\$ 384,375	\$ 2,707,364
Excess of revenues over expenses	(189,292)	(9,494)	98,833	365,000	265,047
Net change in invested in capital	(3,784)	3,784	-	-	-
Disposal of investment (note 4)	-	-	-	-	-
Balance, end of year	\$ 823,479	\$ 13,504	\$ 1,386,053	\$ 749,375	\$ 2,972,411

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	2016 Total
Balance, beginning of year	\$ 848,915	\$ -	\$ 609,750	\$ 9,375	\$ 1,468,040
Excess of revenues over expenses	(51,079)	(9,483)	677,470	375,000	991,908
Net change in invested in capital	(28,697)	28,697	-	-	-
Disposal of investment (note 4)	247,416	-	-	-	247,416
Balance, end of year	\$ 1,016,555	\$ 19,214	\$ 1,287,220	\$ 384,375	\$ 2,707,364

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2017, with comparative financial information for 2016

	2017	2016
		(Restated note 10)
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 265,047	\$ 991,908
Items not involving cash:		
Amortization of capital assets	9,494	9,483
Change in non-cash operating working capital		
Accounts receivable	349,722	(214,378)
Prepaid expenses	(1,977)	608
Due from Ogwawishta Dedwahsnye, net	22,570	-
Due from 2438543 Ontario Inc.	(330,177)	(532,504)
Accounts payable and accrued liabilities	372,987	(12,298)
Due to/from GRETl, net	702,748	524,181
Deferred revenue	65,000	-
	1,455,414	767,000
Investing activities:		
Purchase of capital assets	(3,784)	(28,697)
Investments	(1,000,308)	-
	(1,004,092)	(28,697)
Net increase in cash	451,322	738,303
Cash, beginning of year	738,303	-
Cash, end of year	\$ 1,189,625	\$ 738,303

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold.

(c) Cash and cash equivalents:

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

(d) Investments:

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

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

1. Significant accounting policies (continued):

(e) Capital assets:

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

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

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

(f) Use of estimates:

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

(g) Financial instruments:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

1. Significant accounting policies (continued):

(g) Financial instruments (continued):

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

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

(h) Allocation of expenses:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

2. Accounts receivable:

	2017	2016
Accounts receivable	\$ 610,724	\$ 763,248
Less allowance for doubtful accounts	(215,978)	(18,780)
	<u>\$ 394,746</u>	<u>\$ 744,468</u>

3. Capital assets:

March 31, 2017	Cost	Accumulated amortization	Net book value
Computer and equipment	\$ 22,482	\$ 12,978	\$ 9,504
Furniture and fixtures	9,999	5,999	4,000
	<u>\$ 32,481</u>	<u>\$ 18,977</u>	<u>\$ 13,504</u>

March 31, 2016	Cost	Accumulated amortization	Net book value
Computer and equipment	\$ 18,698	\$ 5,484	\$ 13,214
Furniture and fixtures	9,999	3,999	6,000
	<u>\$ 28,697</u>	<u>\$ 9,483</u>	<u>\$ 19,214</u>

4. 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

4. Related entities (continued):

Grand River Employment and Training Inc. ("GRETI"):

In 2016, the Organization entered into a financial management services agreement with GRETI to administer financial recording and payroll processing. A fee was collected on a percentage of all revenue pertaining to monitoring contracts.

GRETI maintained a general bank account until August 2015 which included the Organization's transactions. All transactions were in the normal course of operations and at arm's length. The receivable from GRETI is the net result of transactions during the year. No interest is charged when the account is in an overdraft position.

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 the investment in 2438543 Ontario Inc. to HCCC. The common shares were transferred for a nominal amount of \$2, given the related party transaction and the gain on sale was recorded directly through net assets for a total gain of \$247,416.

In 2016, HDI provided 2438543 Ontario Inc. with the funds to purchase land for \$532,004, this amount is included in the receivable from 2438543 Ontario Inc. The 2016 comparative balances were updated to reflect this receivable as HDI previously recorded the land on the financial statements. The adjustments to the financial statements reflect the reclassification of the assets between land and receivables due from 2438543 Ontario Inc. and reclassifications between invested in capital assets and land acquisition fund in the amounts of \$532,004.

Ogwawishta Dedwahsnye:

On March 22, 2016, HCCC incorporated Ogwawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogwawishta Dedwahsnye provides payroll services for HDI and works with the HCCC on the disbursement of its land lease funds. All transactions were in the normal course of operations and at arm's length. The payable to Ogwawishta Dedwahsnye is the net result of transactions during the year.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

5. Investments:

In fiscal 2015, the Organization controlled 2438543 Ontario Inc. and it was been included in the Organization's financial statements using the equity method. When the investment was transferred to HCCC, control was renounced and the Organization recognized the net loss up to February 10, 2016, date of transfer of common shares to HCCC.

Financial position:

	2017	2016
Total assets	\$ -	\$ -
Total liabilities	\$ -	\$ -
Total shareholder's equity	-	-
	\$ -	\$ -

Results of operations:

	2017	2016
Total revenues	\$ -	\$ -
Total expenses	-	(899,136)
	\$ -	\$ (899,136)

Cash flows:

	2017	2016
Excess of expenses over revenues	\$ -	\$ (899,136)
Operating activities	-	401,300
Financing activities	-	506,386
Change in cash flows	\$ -	\$ 8,550

6. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$45 (2016 - \$nil), which includes amounts payable for employment insurance and WSIB.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2017

7. 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 2016.

(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.

8. Commitments:

On October 3, 2014, the Organization entered into a rental agreement with GRETI for a four year term to lease office space, the remaining minimum payments for the next year is due as follows:

2018	\$	30,996
	\$	30,996

9. Commitments and contingencies:

The nature of the Organization's activities is such that there is usually litigation pending or in prospect at any time. With respect to claims at March 31, 2017, management believes that the Organization has valid defenses and accordingly, no provision for losses has been reflected in the accounts of the Organization for these matters.

10. Correction of immaterial prior period error:

During the year ended March 31, 2017, the Organization became aware that land purchased in fiscal 2016 on its behalf by a related numbered company 2438543 Ontario Inc. was incorrectly capitalized in its statement of financial position. The comparative figures have been restated to recognize a receivable from the related company in the amount of \$532,004 and to reduce the capital assets accordingly.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2017, with comparative financial information for 2016

	HDI Administration	Archaeology	Environmental	Kanonstaton	Land lease	Land acquisition	2017	2016
Revenues:								
Application fees	\$ 215,693	\$ 1,820,983	\$ 582,156	\$ 3,780	\$ 1,012,336	\$ 365,000	\$ 3,999,948	\$ 3,213,375
Other revenue	95,444	-	-	-	-	-	95,444	-
	311,137	1,820,983	582,156	3,780	1,012,336	365,000	4,095,392	3,213,375
Expenses:								
Salaries and benefits	115,787	709,357	241,380	-	-	-	1,066,524	931,724
Professional fees	997,530	11,549	-	-	-	-	1,009,079	459,807
Cultural development	-	-	-	-	913,503	-	913,503	400,000
Travel	31,360	208,078	70,828	-	-	-	310,266	187,459
Bad debt expense	281,004	-	-	-	-	-	281,004	76,771
Office and general	129,819	-	-	3,780	-	-	133,599	102,260
Administrative expense	53,009	-	-	-	-	-	53,009	-
Rent	30,996	-	-	-	-	-	30,996	30,833
Advertising	18,824	-	-	-	-	-	18,824	22,345
Amortization	9,494	-	-	-	-	-	9,494	9,483
Training	300	-	3,747	-	-	-	4,047	785
	1,668,123	928,984	315,955	3,780	913,503	-	3,830,345	2,221,467
Excess of revenue over expenses (expenses over revenues)								
	\$ (1,356,986)	\$ 891,999	\$ 266,201	\$ -	\$ 98,833	\$ 365,000	\$ 265,047	\$ 991,908

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

Year ended March 31, 2018



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

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of Haudenosaunee Development Institute, which comprise the statement of financial position as at March 31, 2018, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Haudenosaunee Development Institute as at March 31, 2018, 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

January 9, 2019

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2018, with comparative financial information for 2017

	2018	2017
Assets		
Current assets:		
Cash	\$ 2,420,807	\$ 1,189,625
Investments	-	1,000,308
Accounts receivable (note 2)	872,461	394,746
Receivable from 2438543 Ontario Inc. (note 4)	843,337	869,273
Receivable from Ogwawihsta Dedwahsnye (note 4)	1,916	-
Prepaid expenses	162,135	1,977
	<u>4,300,656</u>	<u>3,455,929</u>
Capital assets (note 3)	14,377	13,504
	<u>\$ 4,315,033</u>	<u>\$ 3,469,433</u>

Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities (note 5)	\$ 127,607	\$ 409,452
Due to Ogwawihsta Dedwahsnye (note 4)	-	22,570
Deferred revenue	15,000	65,000
	<u>142,607</u>	<u>497,022</u>
Net assets:		
Invested in capital assets	14,377	13,504
Unrestricted	1,475,206	823,479
Old Council house restoration	349,540	-
Engagement funding	50,000	-
Land lease fund	1,168,928	1,386,053
Land acquisition fund	1,114,375	749,375
	<u>4,172,426</u>	<u>2,972,411</u>
Commitments (note 7)		
	<u>\$ 4,315,033</u>	<u>\$ 3,469,433</u>

See accompanying notes to financial statements.

On behalf of the Board:

Aaron Decker

Director

Bilwal HC

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2018, with comparative financial information for 2017

	2018	2017
Revenues (Schedule):		
Archaeological Study Centre	\$ 2,447,639	\$ 1,820,983
Land lease fees	986,832	1,012,336
Environmental Monitoring Centre	402,724	582,156
Land acquisition fees	365,000	365,000
Old Council house restoration	350,000	-
Haudenosaunee Development Institute Administration	230,867	215,693
Community engagement funding	50,000	-
Other revenue	35,584	95,444
Joint Stew Board	32,657	-
Kanonhstaton Project	5,700	3,780
	4,907,003	4,095,392
Expenses (Schedule):		
Salaries, benefits and contract fees	1,287,673	1,066,524
Cultural development	748,182	913,503
Legal expense	615,848	465,774
Travel	276,936	310,266
Consulting fees	274,817	528,652
Office and general	163,671	95,159
Communication	115,619	53,093
Bad debt expense	103,047	281,004
Administration fees	67,997	53,009
Rent	26,836	30,996
Amortization	14,084	9,494
Advertising	11,658	18,824
Training	620	4,047
	3,706,988	3,830,345
Excess of revenues over expenses	\$ 1,200,015	\$ 265,047

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2018, with comparatives financial information for 2017

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration	Community engagement	2018 Total
Balance, beginning of year	\$ 823,479	\$ 13,504	\$ 1,386,053	\$ 749,375	\$ -	\$ -	\$ 2,972,411
Excess of revenues over expenses	666,683	(14,083)	(217,125)	365,000	349,540	50,000	1,200,015
Net change in invested capital	(14,956)	14,956	-	-	-	-	-
Balance, end of year	\$ 1,475,206	\$ 14,377	\$ 1,168,928	\$ 1,114,375	\$ 349,540	\$ 50,000	\$ 4,172,426

	Unrestricted	Invested in Capital assets	Land lease	Land acquisition	Old Council house restoration	Community engagement	2017 Total
Balance, beginning of year	\$ 1,016,555	\$ 19,214	\$ 1,287,220	\$ 384,375	\$ -	\$ -	\$ 2,707,364
Excess of revenues over expenses	(189,292)	(9,494)	98,833	365,000	-	-	265,047
Net change in invested capital	(3,784)	3,784	-	-	-	-	-
Balance, end of year	\$ 823,479	\$ 13,504	\$ 1,386,053	\$ 749,375	\$ -	\$ -	\$ 2,972,411

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2018, with comparative financial information for 2017

	2018	2017
Cash provided by (used in):		
Operating activities:		
Excess of revenues over expenses	\$ 1,200,015	\$ 265,047
Items not involving cash:		
Amortization of capital assets	14,084	9,494
Change in non-cash operating working capital		
Accounts receivable	(477,715)	349,722
Prepaid expenses	(160,159)	(1,977)
Due from Ogwawishta Dedwahsnye, net	25,936	22,570
Due from 2438543 Ontario Inc.	(24,486)	(330,177)
Accounts payable and accrued liabilities	(281,845)	372,987
Due to/from GRETI, net	-	702,748
Deferred revenue	(50,000)	65,000
	<u>245,830</u>	<u>1,455,414</u>
Investing activities:		
Purchase of capital assets	(14,956)	(3,784)
Proceeds from sale (purchase of) investment	1,000,308	(1,000,308)
	<u>985,352</u>	<u>(1,004,092)</u>
Net increase in cash	1,231,182	451,322
Cash, beginning of year	1,189,625	738,303
Cash, end of year	<u>\$ 2,420,807</u>	<u>\$ 1,189,625</u>

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

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.

Old Council house restoration fund and the engagement fund were established for maintaining relationships by 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold.

(c) Cash and cash equivalents:

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

(d) Investments:

Investment consists of interest bearing instruments including GICs.

(e) Capital assets:

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

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

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

(f) Use of estimates:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

1. Significant accounting policies (continued):

(g) Financial instruments:

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

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

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

(h) Allocation of expenses:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

2. Accounts receivable:

	2018	2017
Accounts receivable	\$ 1,005,243	\$ 610,724
Less allowance for doubtful accounts	(132,782)	(215,978)
	\$ 872,461	\$ 394,746

3. Capital assets:

March 31, 2018	Cost	Accumulated amortization	Net book value
Computer and equipment	\$ 37,438	\$ 25,061	\$ 12,377
Furniture and fixtures	9,999	7,999	2,000
	\$ 47,437	\$ 33,060	\$ 14,377

March 31, 2017	Cost	Accumulated amortization	Net book value
Computer and equipment	\$ 22,482	\$ 12,978	\$ 9,504
Furniture and fixtures	9,999	5,999	4,000
	\$ 32,481	\$ 18,977	\$ 13,504

4. 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

4. Related entities (continued):

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 the investment in 2438543 Ontario Inc. to HCCC. The common shares were transferred for a nominal amount of \$2, given the related party transaction and the gain on sale was recorded directly through net assets for a total gain of \$247,416.

In 2016, HDI provided 2438543 Ontario Inc. with the funds to purchase land for \$532,004, this amount is included in the receivable from 2438543 Ontario Inc. The amounts owing from 2438543 Ontario Inc. are non-interest bearing with no scheduled repayment terms and is due on demand.

Ogwawishta Dedwahsnye:

On March 22, 2016, HCCC incorporated Ogawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogawishta Dedwahsnye provides payroll services for HDI and works with the HCCC on the disbursement of its land lease funds. All transactions were in the normal course of operations and at arm's length. The receivable (2017 – payable) to Ogawishta Dedwahsnye is the net result of transactions during the year.

5. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$nil (2017 - \$45), which includes amounts payable for employment insurance and WSIB.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2018

6. 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 2017.

(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.

7. Commitments:

On March 31, 2018, the Organization entered into a rental agreement with GRETI for a one year term to lease office space, the remaining minimum payments for the next year is due as follows:

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

8. Contingencies:

The nature of the Organization's activities is such that there is usually litigation pending or in prospect at any time. With respect to claims at March 31, 2018, management believes that the Organization has valid defenses and accordingly, no provision for losses has been reflected in the accounts of the Organization for these matters.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2018, with comparative financial information for 2017

	HDI Admin	Archaeo Monitor	Enviro Monitor	Kanonstaton	Old Council house restoration	Community engagement funding	Burtch	Land lease	Land Acq	Joint Stew Board	2018	2017
Revenues												
Fees	\$ 230,867	\$ 2,447,639	\$ 402,724	\$ 5,700	\$ 350,000	\$ 50,000	\$ -	\$ 986,832	\$ 365,000	\$ 32,657	\$ 4,871,419	\$ 3,999,948
Other revenue	35,584	-	-	-	-	-	-	-	-	-	35,584	95,444
	266,451	2,447,639	402,724	5,700	350,000	50,000	-	986,832	365,000	32,657	4,907,003	4,095,392
Expenses:												
Salaries, benefits and contract fees	184,186	923,225	180,263	-	-	-	-	-	-	-	1,287,674	1,066,524
Legal	187,745	-	-	-	-	-	428,103	-	-	-	615,848	465,774
Communications	95,619	-	-	-	-	-	20,000	-	-	-	115,619	53,093
Professional fees	238,742	7,741	-	-	-	-	-	-	-	28,333	274,816	528,652
Community language/ cultural development	-	-	-	-	-	-	-	748,182	-	-	748,182	913,503
Travel	23,899	203,536	47,590	-	-	-	1,764	-	-	147	276,936	310,266
Office and general	147,915	-	-	5,700	460	-	5,908	-	-	3,688	163,671	95,160
Administrative expenses	67,997	-	-	-	-	-	-	-	-	-	67,997	53,009
Bad debt expense	103,047	-	-	-	-	-	-	-	-	-	103,047	281,004
Rent	26,347	-	-	-	-	-	-	-	-	489	26,836	30,996
Advertising	11,658	-	-	-	-	-	-	-	-	-	11,658	18,824
Amortization expense	14,084	-	-	-	-	-	-	-	-	-	14,084	9,494
Training	-	-	620	-	-	-	-	-	-	-	620	4,047
	1,101,239	1,134,502	228,473	5,700	460	-	455,775	748,182	-	32,657	3,706,988	3,830,346
Excess of revenues over expense												
	\$ (834,788)	\$ 1,313,137	\$ 174,251	\$ -	\$ 349,540	\$ 50,000	\$ (455,775)	\$ 238,650	\$ 365,000	\$ -	\$ 1,200,015	\$ 265,046

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

And Independent Auditors' Report thereon

Year ended March 31, 2019



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INDEPENDENT AUDITORS' 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, 2019
- 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, 2019, 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 "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.



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.

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.



- 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
October 2, 2019

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2019, with comparative financial information for 2018

	2019	2018
Assets		
Current assets:		
Cash	\$ 2,984,867	\$ 2,420,807
Accounts receivable (note 2)	323,486	872,461
Due from 2438543 Ontario Inc. (note 4)	349,470	843,337
Due from Ogwawihsta Dedwahsnye (note 4)	-	1,916
Prepaid expenses	342,294	162,135
	<u>4,000,117</u>	<u>4,300,656</u>
Capital assets (note 3)	17,458	14,377
	<u>\$ 4,017,575</u>	<u>\$ 4,315,033</u>

Liabilities and Net Assets

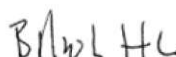
Current liabilities:		
Accounts payable and accrued liabilities (note 7)	\$ 227,223	\$ 127,607
Due to Ogwawihsta Dedwahsnye (note 4)	6,054	-
Deferred revenue	55,000	15,000
	<u>288,277</u>	<u>142,607</u>
Net assets:		
Unrestricted	1,047,769	1,475,206
Invested in capital assets	17,458	14,377
Old Council house restoration	349,540	349,540
Engagement funding	50,000	50,000
Land lease fund	785,156	1,168,928
Land acquisition fund	1,479,375	1,114,375
	<u>3,729,298</u>	<u>4,172,426</u>
Commitments (note 6)		
Contingency (note 7)		
	<u>\$ 4,017,575</u>	<u>\$ 4,315,033</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2019, with comparative financial information for 2018

	2019	2018
Revenues (Schedule):		
Archaeological Study Centre	\$ 2,086,564	\$ 2,447,639
Land lease fees	1,002,899	986,832
Land acquisition fees	365,000	365,000
Environmental Monitoring Centre	235,593	402,724
Haudenosaunee Development Institute Administration	192,484	230,867
Joint Stew Board	28,776	32,657
Kanohstaton Project	300	5,700
Old Council house restoration	-	350,000
Community engagement funding	-	50,000
Other revenue	-	35,584
	3,911,616	4,907,003
Expenses (Schedule):		
Salaries, benefits and contract fees	1,472,205	1,287,673
Cultural development	1,144,926	748,182
Legal expense	546,965	615,848
Consulting fees	475,447	274,817
Travel	331,087	276,936
Bad debt expense	125,098	103,047
Office and general	172,322	163,671
Rent	32,354	26,836
Communication	18,875	115,619
Amortization	15,065	14,084
Administration fees (note 4)	12,072	67,997
Advertising	7,261	11,658
Training	1,067	620
	4,354,744	3,706,988
(Deficiency) excess of revenues over expenses	\$ (443,128)	\$ 1,200,015

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Net Assets

Year ended March 31, 2019, with comparatives financial information for 2018

	Unrestricted	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration	Community Engagement	2019 Total
Balance, beginning of year	\$ 1,475,206	\$ 14,377	\$ 1,168,928	\$ 1,114,375	\$ 349,540	\$ 50,000	\$ 4,172,426
(Deficiency) excess of revenues over expenses	(409,291)	(15,065)	(383,772)	365,000	-	-	(443,128)
Net change in invested capital	(18,146)	18,146	-	-	-	-	-
Balance, end of year	\$ 1,047,769	\$ 17,458	\$ 785,156	\$ 1,479,375	\$ 349,540	\$ 50,000	\$ 3,729,298

	Unrestricted	Invested in Capital assets	Land lease	Land acquisition	Old Council house restoration	Community Engagement	2018 Total
Balance, beginning of year	\$ 823,479	\$ 13,504	\$ 1,386,053	\$ 749,375	\$ -	\$ -	\$ 2,972,411
Excess (deficiency) of revenues over expenses	666,683	(14,083)	(217,125)	365,000	349,540	50,000	1,200,015
Net change in invested capital	(14,956)	14,956	-	-	-	-	-
Balance, end of year	\$ 1,475,206	\$ 14,377	\$ 1,168,928	\$ 1,114,375	\$ 349,540	\$ 50,000	\$ 4,172,426

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2019, with comparative financial information for 2018

	2019	2018
Cash provided by (used in):		
Operating activities:		
(Deficiency) excess of revenues over expenses	\$ (443,128)	\$ 1,200,015
Items not involving cash:		
Amortization of capital assets	15,065	14,084
Change in non-cash operating working capital		
Accounts receivable	548,975	(477,715)
Prepaid expenses	(180,158)	(160,159)
Due from Ogwawishta Dedwahsnye, net	7,970	25,936
Due from 2438543 Ontario Inc.	493,867	(24,486)
Accounts payable and accrued liabilities	99,615	(281,845)
Deferred revenue	40,000	(50,000)
	<u>582,206</u>	<u>245,830</u>
Investing activities:		
Purchase of capital assets	(18,146)	(14,956)
Proceeds from sale of investment	-	1,000,308
	<u>(18,146)</u>	<u>985,352</u>
Net increase in cash	564,060	1,231,182
Cash, beginning of year	2,420,807	1,189,625
Cash, end of year	<u>\$ 2,984,867</u>	<u>\$ 2,420,807</u>

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold. The primary revenue generating activities involve compensation for archaeological activities and environmental monitoring within the entity's jurisdiction, land lease fees, land acquisition fees for similar instances and administrative activities performed by the Organization.

(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. Significant items subject to such estimates and assumptions include accounts payable and accrued liabilities. Actual results could differ from those estimates.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

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 Organization has not elected to carry any such financial instruments at fair value.

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

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

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

2. Accounts receivable:

	2019	2018
Accounts receivable	\$ 438,085	\$ 1,005,243
Less allowance for doubtful accounts	(114,599)	(132,782)
	\$ 323,486	\$ 872,461

3. Capital assets:

March 31, 2019	Cost	Accumulated amortization	2019 Net book value	2018 Net book value
Computer and equipment	\$ 52,770	\$ 37,564	\$ 15,206	\$ 12,377
Furniture and fixtures	12,813	10,561	2,252	2,000
	\$ 65,583	\$ 48,125	\$ 17,458	\$ 14,377

4. 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.

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 investment in 2438543 Ontario Inc. to HCCC.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

4. Related entities (continued):

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.

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 \$6,054 (2018 – \$1,916 receivable) 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, 2019, the organization has prepaid success and termination fees to a Director in the amount of \$208,866 (2017 - \$108,333) and accrued severance for a former Director in the amount of \$97,000 (2017 - \$nil). In addition to the above, the organization has also paid certain expenses to the delegates and Council secretary during the year.

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 2018.

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2019

6. Commitments:

On March 26, 2019, the Organization entered into a rental agreement with 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. There are no formally filed claims at March 31, 2019. There is a matter outstanding which has been brought to the attention of the Organization for which the Organization has provided certain amounts which relate to the settlement of an employment related matter.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2019, with comparative financial information for 2018

	HDI Admin	Archaeo Monitor	Enviro Monitor	Kanonstaton	Capacity	HRC	Burtch	Land lease	Land Acq	Joint Stew Board	2019	2018
Revenues												
Fees	\$ 192,484	\$ 2,086,564	\$ 235,593	\$ -	\$ -	\$ -	\$ -	\$ 1,002,899	\$ 365,000	\$ 28,776	\$ 3,911,316	\$ 4,871,419
Other revenue	-	-	-	300	-	-	-	-	-	-	300	35,584
	192,484	2,086,564	235,593	300	-	-	-	1,002,899	365,000	28,776	3,911,616	4,907,003
Expenses:												
Salaries, benefits and contract fees	204,810	895,199	101,472	-	-	270,724	-	-	-	-	1,472,205	1,287,674
Legal	75,826	-	-	-	-	-	471,139	-	-	-	546,965	615,848
Communications	8,695	-	-	-	-	-	10,000	-	-	180	18,875	115,619
Professional fees	382,330	1,249	9,101	-	-	61,517	-	-	-	21,250	475,447	274,816
Community language/ cultural development	-	-	-	-	252,851	-	-	892,075	-	-	1,144,926	748,182
Travel	87,331	205,424	24,616	-	-	12,332	1,384	-	-	-	331,087	276,936
Office and general	147,193	-	190	300	-	19,537	-	-	-	5,102	172,322	163,671
Administrative expenses	-	-	-	-	-	-	-	12,072	-	-	12,072	67,997
Bad debt expense	125,098	-	-	-	-	-	-	-	-	-	125,098	103,047
Rent	30,110	-	-	-	-	-	-	-	-	2,244	32,354	26,836
Advertising	7,261	-	-	-	-	-	-	-	-	-	7,261	11,658
Amortization expense	15,065	-	-	-	-	-	-	-	-	-	15,065	14,084
Training	57	-	1,010	-	-	-	-	-	-	-	1,067	620
	1,083,776	1,101,872	136,389	300	252,851	364,110	482,523	904,147	-	28,776	4,354,744	3,706,988
(Deficiency) Draft excess of revenues over expense	(891,292)	984,692	99,204	-	(252,851)	(364,110)	(482,523)	98,752	365,000	-	\$ (443,128)	\$ 1,200,015

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

And Independent Auditors' Report thereon

Year ended March 31, 2020



KPMG LLP
Commerce Place
21 King Street West, Suite 700
Hamilton Ontario L8P 4W7
Canada
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INDEPENDENT AUDITORS' 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, 2020
- 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, 2020, 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 "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.



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

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

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

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

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

October 5, 2020

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

Year ended March 31, 2020, with comparative financial information for 2019

	2020	2019
Assets		
Current assets:		
Cash	\$ 3,737,799	\$ 2,984,867
Accounts receivable (note 2)	223,112	323,486
Due from 2438543 Ontario Inc. (note 4)	607,963	349,470
Prepaid expenses	265,094	342,294
	<u>4,833,968</u>	<u>4,000,117</u>
Capital assets (note 3)	8,363	17,458
	<u>\$ 4,842,331</u>	<u>\$ 4,017,575</u>

Liabilities and Fund Balances

Current liabilities:		
Accounts payable and accrued liabilities (note 7)	\$ 125,411	\$ 227,223
Due to Ogwawihsta Dedwahsnye (note 4)	7,612	6,054
Deferred revenue	74,707	55,000
	<u>207,730</u>	<u>288,277</u>
Fund balances:		
Unrestricted fund	1,183,809	1,047,769
Invested in capital assets	8,363	17,458
Old Council house restoration fund	321,464	349,540
Engagement funding	50,000	50,000
Land lease fund	1,226,590	785,156
Land acquisition fund	1,844,375	1,479,375
	<u>4,634,601</u>	<u>3,729,298</u>
Commitments (note 6)		
Contingency (note 7)		
Subsequent event (note 8)		
	<u>\$ 4,842,331</u>	<u>\$ 4,017,575</u>

See accompanying notes to financial statements.

On behalf of the Board:

Aaron Dutton

Director

Bilwal HC

Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

Year ended March 31, 2020, with comparative financial information for 2019

	2020	2019
Revenues (Schedule):		
Archaeological Study Centre	\$ 2,386,439	\$ 2,086,564
Land lease fees	975,275	1,002,899
Land acquisition fees	365,000	365,000
Environmental Monitoring Centre	348,304	235,593
Joint Stew Board	75,244	28,776
Haudenosaunee Development Institute Administration	24,802	192,484
Kanohstaton Project	-	300
	<u>4,175,064</u>	<u>3,911,616</u>
Expenses (Schedule):		
Salaries, benefits and contract fees	1,607,314	1,472,205
Cultural development	521,345	1,144,926
Travel	379,530	331,087
Consulting fees	320,662	475,447
Office and general	213,503	172,322
Legal expense	88,068	546,965
Rent	55,668	32,354
Bad debt expense	43,124	125,098
Administration fees (note 4)	12,496	12,072
Amortization	11,050	15,065
Advertising	8,438	7,261
Communication	5,841	18,875
Training	2,722	1,067
	<u>3,269,761</u>	<u>4,354,744</u>
(Deficiency) excess of revenues over expenses	\$ 905,303	\$ (443,128)

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Fund Balances

Year ended March 31, 2020, with comparatives financial information for 2019

	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

	Unrestricted Fund	Invested in capital assets	Land lease	Land acquisition	Old Council house restoration fund	Community Engagement	2019 Total
Balance, beginning of year	\$ 1,475,206	\$ 14,377	\$ 1,168,928	\$ 1,114,375	\$ 349,540	\$ 50,000	\$ 4,172,426
(Deficiency) excess of revenues over expenses	(409,291)	(15,065)	(383,772)	365,000	-	-	(443,128)
Net change in invested capital	(18,146)	18,146	-	-	-	-	-
Balance, end of year	\$ 1,047,769	\$ 17,458	\$ 785,156	\$ 1,479,375	\$ 349,540	\$ 50,000	\$ 3,729,298

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

Year ended March 31, 2020, with comparative financial information for 2019

	2020	2019
Cash provided by (used in):		
Operating activities:		
Excess (deficiency) of revenues over expenses	\$ 905,303	\$ (443,128)
Items not involving cash:		
Amortization of capital assets	11,050	15,065
Change in non-cash operating working capital		
Accounts receivable	100,374	548,975
Prepaid expenses	77,200	(180,158)
Due from 2438543 Ontario Inc.	(258,493)	7,970
Due from Ogwawishta Dedwahsnye	1,558	493,867
Accounts payable and accrued liabilities	(101,812)	99,615
Deferred revenue	19,707	40,000
	<u>754,887</u>	<u>582,206</u>
Investing activities:		
Purchase of capital assets	(1,955)	(18,146)
Net increase in cash	<u>752,932</u>	<u>564,060</u>
Cash, beginning of year	2,984,867	2,420,807
Cash, end of year	<u>\$ 3,737,799</u>	<u>\$ 2,984,867</u>

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

1. Significant accounting policies (continued):

(b) Revenue recognition:

Unrestricted contributions 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 or contracts is recognized when the services are provided or the goods are sold.

(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. Significant items subject to such estimates and assumptions include accounts payable and accrued liabilities. Actual results could differ from those estimates.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

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 Organization has not elected to carry any such financial instruments at fair value.

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

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

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

2. Accounts receivable:

	2020	2019
Accounts receivable	\$ 311,112	\$ 438,085
Less allowance for doubtful accounts	(88,000)	(114,599)
	\$ 223,112	\$ 323,486

3. Capital assets:

March 31, 2020	Cost	Accumulated amortization	2020 Net book value	2019 Net book value
Computer and equipment	\$ 52,771	\$ 47,660	\$ 5,111	\$ 15,206
Furniture and fixtures	14,767	11,515	3,252	2,252
	\$ 67,538	\$ 59,175	\$ 8,363	\$ 17,458

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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

4. Related entities (continued):

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.

Ogwawishta Dedwahsnye:

On March 22, 2016, HCCC incorporated Ogwawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogwawishta 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 \$7,612 (2019 – \$6,054 receivable) to Ogwawishta 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, 2020, the organization has prepaid success and termination fees to a Director in the amount of \$208,866 (2019 - \$208,866) and accrued severance for a former Director in the amount of \$nil (2019 - \$97,000). In addition to the above, the organization has also paid certain expenses to the delegates and Council secretary during the year.

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 2019.

(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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2020

6. Commitments:

On March 26, 2020, the Organization entered into a rental agreement with Grand River Employment and Training Inc. ("GRET") 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 a determinable outcomes as at March 31, 2020.

8. Subsequent event:

Subsequent to March 31, 2020, 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 Organization 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.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

Year ended March 31, 2020, with comparative financial information for 2019

	HDI Admin	Archaeo Monitor	Enviro Monitor	Kanonstaton	HCCC	HRC	HERC	Land lease	Joint Land Acq	Stew Board	Scholars Conference	Old Council House	2020	2019
Revenues														
Fees	\$ 24,802	\$ 2,386,439	\$ 348,304	\$ -	\$ -	\$ -	\$ -	\$ 975,275	\$ 365,000	\$ 75,244	\$ -	\$ -	\$ 4,175,064	\$ 3,911,316
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	300
	24,802	2,386,439	348,304	-	-	-	-	975,275	365,000	75,244	-	-	4,175,064	3,911,616
Expenses:														
Salaries, benefits and contract fees	215,872	941,065	136,129	-	-	254,248	-	-	-	60,000	-	-	1,607,314	1,472,205
Legal	88,068	-	-	-	-	-	-	-	-	-	-	-	88,068	546,965
Communications	4,680	-	-	-	-	-	-	-	-	1,161	-	-	5,841	18,875
Professional fees	215,070	12,576	3,177	-	-	86,218	-	-	-	3,621	-	-	320,662	475,447
Community language/ cultural development	-	-	-	-	-	-	-	521,345	-	-	-	-	521,345	1,144,926
Travel	156	204,581	51,102	-	38,829	11,801	73,041	-	-	20	-	-	379,530	331,087
Office and general	126,902	1,110	427	1,350	28,244	19,196	-	-	-	8,198	-	28,076	213,503	172,322
Administrative expenses	-	-	-	-	-	-	-	12,496	-	-	-	-	12,496	12,072
Bad debt expense	43,124	-	-	-	-	-	-	-	-	-	-	-	43,124	125,098
Rent	53,424	-	-	-	-	-	-	-	-	2,244	-	-	55,668	32,354
Advertising	8,038	-	-	-	-	-	-	-	-	-	400	-	8,438	7,261
Amortization expense	11,050	-	-	-	-	-	-	-	-	-	-	-	11,050	15,065
Training	-	-	2,722	-	-	-	-	-	-	-	-	-	2,722	1,067
	766,384	1,159,332	193,557	1,350	67,073	371,463	73,041	533,841	-	75,244	400	28,076	3,269,761	4,354,744
(Deficiency) excess of revenues over expense	\$ (741,582)	\$ 1,227,107	\$ 154,747	\$ (1,350)	\$ (67,073)	\$ (371,463)	\$ (73,041)	\$ 441,434	\$ 365,000	\$ -	\$ (400)	\$ (28,076)	\$ 905,303	\$ (443,128)

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.



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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

We also:

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

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



Page 3

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

A handwritten signature in black ink that reads 'KPMG LLP'. 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:

Aaron Dutton Director

B. A. W. L. H. C. 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	<u>\$ 1,493,939</u>	<u>\$ 905,303</u>

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 Ogwawishta Dedwahsnye under the Canada Not-for-profit Corporation Act of Canada. Ogwawishta 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 Ogwawishta 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

Financial Statements of

**HAUDENOSAUNEE
DEVELOPMENT INSTITUTE**

And Independent Auditor's Report thereon

Year ended March 31, 2022



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

INDEPENDENT AUDITOR'S REPORT

To the Haudenosaunee Confederacy Chiefs Council

Opinion

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

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

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

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

Basis for Opinion

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

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

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



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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

We also:

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

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



Page 3

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

A handwritten signature in black ink that reads 'KPMG LLP'. 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', with a small flourish at the end.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Financial Position

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

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

Liabilities and Fund Balances

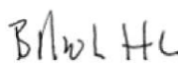
Current liabilities:		
Accounts payable and accrued liabilities	\$ 824,181	\$ 345,453
Due to 2438543 Ontario Inc. (note 4)	-	865,000
Deferred revenue	15,000	15,000
	<u>839,181</u>	<u>1,225,453</u>
Fund balances:		
Unrestricted fund	2,326,638	2,276,850
Invested in capital assets	19,067	8,407
Old Council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

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Operations

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

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

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statement of Changes in Fund Balances

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

	Unrestricted fund	Invested in capital assets	Land lease	Land acquisition	Old Council		2022 Total
					house restoration fund	Community engagement	
Balance, beginning of year	\$ 2,276,850	\$ 8,407	\$ 1,359,746	\$ 2,209,375	\$ 274,162	\$ -	\$ 6,128,540
Excess (deficiency) of revenues over expenses	70,283	(9,835)	448,679	365,000	(62,735)	-	811,392
Net change in invested capital	(20,495)	20,495	-	-	-	-	-
Balance, end of year	\$ 2,326,638	\$ 19,067	\$ 1,808,425	\$ 2,574,375	\$ 211,427	\$ -	\$ 6,939,932
	Unrestricted Fund	Invested in capital assets	Land lease	Land acquisition	Old Council		2021 Total
Balance, beginning of year	\$ 1,183,809	\$ 8,363	\$ 1,226,590	\$ 1,844,375	\$ 321,464	\$ 50,000	\$ 4,634,601
(Deficiency) excess of revenues over expenses	1,102,170	(9,085)	133,156	365,000	(47,302)	(50,000)	1,493,939
Net change in invested capital	(9,129)	9,129	-	-	-	-	-
Balance, end of year	\$ 2,276,850	\$ 8,407	\$ 1,359,746	\$ 2,209,375	\$ 274,162	\$ -	\$ 6,128,540

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Statements of Cash Flows

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

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

See accompanying notes to financial statements.

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

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

1. Significant accounting policies:

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

(a) Fund accounting:

The Organization follows the restricted fund method of accounting.

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

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

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

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

(b) Revenue recognition:

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

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

1. Significant accounting policies (continued):

(c) Cash and cash equivalents:

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

(d) Investments:

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

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

(e) Capital assets:

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

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

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

(f) Use of estimates:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

1. Significant accounting policies (continued):

(g) Financial instruments:

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

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

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

(h) Allocation of expenses:

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

2. Accounts receivable:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

3. Capital assets:

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

4. Related entities:

Haudenosaunee Confederacy Chiefs Council (“the Council” or “HCCC”):

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

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

2438543 Ontario Inc.:

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

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

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

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Notes to Financial Statements

Year ended March 31, 2022

4. Related entities (continued):

Ogwawishta Dedwahsnye:

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

Delegates and key personnel:

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

5. Financial risks and concentration of credit risk:

(a) Liquidity risk:

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

(b) Credit risk:

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

6. Commitments:

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

Joint Stewardship Board	\$	2,244
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7. Contingencies:

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

HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Program Schedule

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

	HD Admin	Archaeo Monitoring	Enviro. Monitoring	Land Research	HCCC	Land Lease	Land Acq.	Land Stewardship Board	HRC	Pipeline Monitoring	Old Council House	HDI East/Toronto	Burth Farming	Total 2022	Total 2021
Revenue:															
Fees	3,624	4,263,099	351,021	-	\$ -	\$ 875,710	\$ 365,000	\$ 150,655	\$ -	\$ 247,250	\$ -	\$ -	\$ 72,000	\$ 6,352,735	\$ 5,178,252
Other revenue	3,624	4,263,099	351,021	-	-	875,710	365,000	150,655	-	247,250	-	-	72,000	6,428,359	5,178,752
Expenses:															
Salaries, benefits and - contract fees	256,789	1,434,992	141,747	-	-	-	-	90,000	261,162	137,597	-	8,397	-	2,330,854	1,449,565
Legal expenses - business development	836,599	33,092	-	-	-	-	-	-	-	-	-	161,412	-	1,031,103	255,356
Legal expenses - litigation	209,150	8,273	-	-	-	-	-	-	-	-	-	40,353	-	257,776	63,638
Communications	76,771	-	-	-	-	-	-	332	-	-	-	12,000	-	89,103	43,224
Consulting and professional fees	266,894	6,714	12,248	50,204	-	-	-	45,525	69,377	-	-	113,318	-	564,280	412,815
Community language/cultural development	-	-	-	-	-	527,030	-	-	-	-	-	-	-	527,030	852,981
Travel	3,865	304,438	57,988	-	7,242	-	-	7,705	1,623	24,869	-	2,698	-	402,719	314,814
Office and general	145,363	-	-	-	17,250	-	-	18,854	-	-	62,735	-	-	251,907	167,580
Administrative fees	-	-	-	-	-	-	-	3,624	-	-	-	-	-	3,624	-
Bad debt expense	96,608	-	-	-	-	-	-	-	-	-	-	-	-	96,608	68,745
Rent	36,834	-	-	-	-	-	-	1,122	-	-	-	-	-	37,956	37,668
Advertising	9,625	-	-	-	1,500	-	-	-	-	-	-	-	-	11,125	9,342
Amortization expense	9,835	-	-	-	-	-	-	-	-	-	-	-	-	9,835	9,085
Training	-	-	840	-	-	-	-	2,347	-	-	-	-	-	3,187	-
	1,948,393	1,767,509	212,621	50,204	25,992	527,030	-	150,655	351,016	162,436	62,735	338,176	-	5,616,687	3,664,813
Excess of revenue over expenses (expenses over revenue)	\$ (1,944,766)	\$ 2,475,590	\$ 139,200	\$ (50,204)	\$ (25,992)	\$ 448,680	\$ 365,000	\$ -	\$ (351,016)	\$ 84,814	\$ (62,735)	\$ (338,176)	\$ 72,000	\$ 811,392	\$ 1,493,939

Financial Statements of

2438543 ONTARIO INC.

Year ended March 31, 2017



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

We have audited the accompanying financial statements of 2438543 Ontario Inc., which comprise the balance sheet as at March 31, 2017, the statements of operations, retained earnings and cash flows for the years then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



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

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of 2438543 Ontario Inc. as at March 31, 2017 and its results of operations and its cash flows for the years then ended in accordance with Canadian accounting standards for private enterprises.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

September 26, 2017
Hamilton, Canada

2438543 ONTARIO INC.

Balance Sheet

March 31, 2017, with comparative financial information for 2016

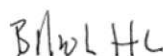
	2017	2016 (unaudited)
Assets		
Current assets:		
Cash and cash equivalents	\$ 135,548	\$ 8,600
Distributions receivable	100,000	-
	<u>235,548</u>	<u>8,600</u>
Investment in GGV2LP (note 2)	2,095,193	2,571,893
Property (note 3)	2,147,683	532,004
	<u>\$ 4,478,424</u>	<u>\$ 3,112,497</u>
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 126,479	\$ 4,599
Payable to Haudenosaunee Development Institute (note 5)	869,273	538,596
Current portion – mortgage payable (note 6 (a))	281,095	-
	<u>1,276,847</u>	<u>543,195</u>
Loan payable – investment in GGV2LP (note 6 (b))	2,734,608	3,720,453
Mortgage payable – land (note 6 (a))	1,011,885	-
	<u>3,746,493</u>	<u>3,720,453</u>
Total liabilities	5,023,340	4,263,648
Shareholders' equity:		
50 common shares	50	50
Retained earnings (deficit)	(544,966)	(1,151,201)
	<u>(544,916)</u>	<u>(1,151,151)</u>
	<u>\$ 4,478,424</u>	<u>\$ 3,112,497</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

2438543 ONTARIO INC.

Statement of Operations

Year ended March 31, 2017, with comparative financial information for 2016

	2017	2016 (unaudited)
Revenue		
Investment gains on GGV2LP	\$ 1,003,400	\$ -
Expenses:		
Interest expense – loan (GGV2LP investment)	256,155	585,135
Interest expense – mortgage (land)	11,994	-
Success fees	117,384	-
Loss from investment in GGV2LP	-	314,000
Audit fees	9,095	-
Professional fees	2,185	4,599
Bank fees	352	-
	<u>397,165</u>	<u>903,734</u>
Net earnings (loss)	\$ 606,235	\$ (903,734)

Statement of Retained Earnings (Deficit)

Year ended March 31, 2017, with comparative information for 2016

	2017	2016 (unaudited)
Retained earnings (deficit), beginning of year	\$ (1,151,201)	\$ (247,467)
Net earnings (loss)	606,235	(903,734)
Retained earnings (deficit), end of year	\$ (544,966)	\$ (1,151,201)

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

Year ended March 31, 2017, with comparative financial information for 2016

	2017	2016 (unaudited)
Cash provided by (used in):		
Operating activities:		
Net earnings (loss)	\$ 606,235	\$ (903,734)
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	121,880	4,599
Distributions receivable	(100,000)	-
Payable to Haudenosaunee Development Institute	330,677	532,004
	<u>958,792</u>	<u>(367,131)</u>
Financing activities:		
Repayment of loan – investment	(985,845)	506,385
Proceeds from mortgage for land	1,405,988	-
Repayment of mortgage	(113,008)	-
	<u>307,135</u>	<u>506,385</u>
Investing activities:		
Purchase of land	(1,615,679)	(532,004)
Investments, net	476,700	401,300
	<u>(1,138,979)</u>	<u>(130,704)</u>
Increase in cash and cash equivalents	126,948	8,550
Cash and cash equivalents, beginning of year	8,600	50
Cash and cash equivalents, end of year	<u>\$ 135,548</u>	<u>\$ 8,600</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2017

2438543 Ontario Inc. (the "Company") is a private company incorporated under the Canada Business Corporations Act. The Company is 100% owned by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). The Company's shares are held in trust by Haudenosaunee Development Institute ("HDI") an unincorporated organization owned and controlled by HCCC. The Company 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 Company'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 Company applies the equity method as a basis of accounting for investments in a company which it exercises significant influence and does not control, jointly or otherwise. Under the equity method, the Company records these investments initially at cost, less any transaction costs, and the carrying amounts are adjusted thereafter to include the Company'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 Company, and the investment accounts of the Company are also increased or decreased to reflect the Company'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 Company'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 company subject to significant influence is accounted for using the equity method.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2017

1. Significant accounting policies (continued):

(c) Property, plant and equipment:

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

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 Company 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, 2017

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 Company 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 Company 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 Company 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 Company owns a 40% interest in Great Grand Valley 2 Limited Partnership ("GGV2LP"). Great Grand Valley 2 Limited Partnership 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	2017	2016 (unaudited)
Investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains (losses) from investment	662,593	(340,807)
Cumulative return of capital	(760,200)	(87,300)
Distributions from partnership	(807,200)	-
	\$ 2,095,193	\$ 2,571,893

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2017

3. Property:

			2016	2017 (unaudited)
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 2,147,683	\$ -	\$ 2,147,683	\$ 532,004
	\$ 2,147,683	\$ -	\$ 2,147,683	\$ 532,004

4. Accrued liabilities:

Included in accrued liabilities are professional service fees for audit and other related services of \$9,095 (2016 - \$4,599) and amounts due to a director of HDI for success fees of \$117,384 (2016 - \$nil). At year-end, there are no amounts outstanding for HST or payroll related taxes.

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 Company such as mortgage payments, land purchases and professional service fees made on behalf of the Company. At March 31, 2017, payable to HDI includes \$866,698 (2016 - \$532,004) relating to land purchases and mortgage payments, and \$2,575 (2016 - \$6,592) relating to professional service fees.

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.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2017

5. Related entities (continued):

A director of 2438543 Ontario Inc. provide services to the Company. 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 of \$117,684 were accrued to one director of 2438543 Ontario Inc. based on return of capital and distributions received by the GGV2LP investment.

6. Mortgage and loan payable:

(a) Mortgage payable:

	2017	2016 (unaudited)
Mortgage loan to private lender (S.T.), bearing interest at 1.00%, payable in monthly instalments of \$21,901, including interest, due April, 29 2022. Payments are reimbursed and completed through HDI.	\$ 1,292,980	\$ -
Less:		
Current portion of mortgage payable	281,095	-
	<u>\$ 1,011,885</u>	<u>\$ -</u>

The annual principal payments required on the mortgage debt is as follows:

2018	\$ 281,095
2019	283,913
2020	286,759
2021	289,634
2022	151,579
	<u>\$ 1,292,980</u>

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2017

6. Mortgage and loan payable (continued):

(b) Loan payable:

	2017	2016 (unaudited)
Loan payable to private lender (C.S), bearing interest at 8.44%, payable as GGV2LP distributes to funds to the Company at a rate of 90% of the distribution received from the investment	\$ 2,734,608	\$ 3,720,453
Less:		
Current portion of loan payable	-	-
	<u>\$ 2,734,608</u>	<u>\$ 3,720,453</u>

7. Income taxes:

At March 31, 2017, the Organization has the following amounts available to reduce future years' income for tax purposes. The potential tax benefit of these losses/costs has not been recorded in the financial statements.

Unused non-capital losses for tax purposes expiring:	
2034	\$ 210,698
2035	700,856
2036	397,665
	<u>\$ 1,309,219</u>

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2017

8. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements. The Company 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 2016.

(b) Credit risk:

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

Financial Statements of

2438543 ONTARIO INC.

Year ended March 31, 2018



KPMG LLP
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21 King Street West, Suite 700
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Canada
Telephone (905) 523-8200
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INDEPENDENT AUDITORS' REPORT

To the Haudenosaunee Confederacy Chiefs Council

We have audited the accompanying financial statements of 2438543 Ontario Inc., which comprise the balance sheet as at March 31, 2018, the statements of operations, deficit and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



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

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of 2438543 Ontario Inc. as at March 31, 2018 and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada
January 9, 2019

2438543 ONTARIO INC.

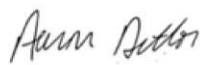
Balance Sheet

March 31, 2018, with comparative financial information for 2017

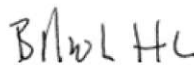
	2018	2017
Assets		
Current assets:		
Cash and cash equivalents	\$ 918,256	\$ 135,548
Distributions receivable	-	100,000
	<u>918,256</u>	<u>235,548</u>
Investment in GGV2LP (note 2)	1,965,688	2,095,193
Property (note 3)	2,105,583	2,147,683
	<u>\$ 4,989,527</u>	<u>\$ 4,478,424</u>
Liabilities and Shareholders' Deficit		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 50,900	\$ 126,479
Payable to Haudenosaunee Development Institute (note 5)	843,337	869,273
Current portion – mortgage payable (note 6 (a))	288,368	281,095
Loan payable on demand (note 6 (b))	3,628,072	-
	<u>4,810,678</u>	<u>1,276,847</u>
Loan payable – investment in GGV2LP (note 6 (b))	-	2,734,608
Mortgage payable (note 6 (a))	278,105	1,011,885
	<u>278,105</u>	<u>3,746,493</u>
Total liabilities	5,088,783	5,023,340
Shareholders' deficit:		
50 common shares	50	50
Deficit	(99,306)	(544,966)
	<u>(99,256)</u>	<u>(544,916)</u>
	<u>\$ 4,989,527</u>	<u>\$ 4,478,424</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, 2018, with comparative financial information for 2017

	2018	2017
Revenue		
Investment gains on GGV2LP	\$ 1,167,200	\$ 1,003,400
Land lease revenue	28,200	-
	<u>1,195,400</u>	<u>1,003,400</u>
Expenses:		
Success fees	366,378	117,384
Legal fees (note 5)	116,238	-
Interest expense – loan (GGV2LP investment)	55,590	256,155
Amortization expense	42,100	-
Communications (note 5)	40,000	-
Management fees (note 5)	33,287	-
Business development (note 5)	30,000	-
Land related fees	19,731	-
Audit fees	14,645	9,095
Interest expense – mortgage payable	10,204	11,994
Professional fees	10,050	2,185
Rent	4,649	-
Office expenses	4,087	-
Insurance	2,700	-
Bank fees	81	352
	<u>749,740</u>	<u>397,165</u>
Net earnings	445,660	606,235
Deficit, beginning of year	(544,966)	(1,151,201)
Deficit, end of year	<u>\$ (99,306)</u>	<u>\$ (544,966)</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

Year ended March 31, 2018, with comparative financial information for 2017

	2018	2017
Cash provided by (used in):		
Operating activities:		
Net earnings	\$ 445,660	\$ 606,235
Change in non-cash items:		
Amortization expense	42,100	-
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	(75,578)	121,880
Distributions receivable	100,000	(100,000)
Payable to Haudenosaunee Development Institute	(25,936)	330,677
	<u>486,246</u>	<u>958,792</u>
Financing activities:		
Proceeds from mortgage payable	-	1,405,988
Proceeds from new demand loan	3,628,072	-
Repayment of loan to private lender	(2,734,608)	(985,845)
Repayment of mortgage payable	(726,507)	(113,008)
	<u>166,957</u>	<u>307,135</u>
Investing activities:		
Purchase of land	-	(1,615,679)
Proceeds of investment in GGV2LP, net	129,505	476,700
	<u>129,505</u>	<u>(1,138,979)</u>
Increase in cash and cash equivalents	782,708	126,948
Cash and cash equivalents, beginning of year	135,548	8,600
Cash and cash equivalents, end of year	<u>\$ 918,256</u>	<u>\$ 135,548</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2018

2438543 Ontario Inc. (the "Company") is a private company incorporated under the Canada Business Corporations Act. The Company is 100% owned by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). The Company's shares are held in trust by Haudenosaunee Development Institute ("HDI") an unincorporated organization owned and controlled by HCCC. The Company 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 Company'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 Company applies the equity method as a basis of accounting for investments in a company which it exercises significant influence and does not control, jointly or otherwise. Under the equity method, the Company records these investments initially at cost, less any transaction costs, and the carrying amounts are adjusted thereafter to include the Company'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 Company, and the investment accounts of the Company are also increased or decreased to reflect the Company'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 Company'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 company subject to significant influence is accounted for using the equity method.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2018

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

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 Company 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, 2018

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 Company 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 Company 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 Company 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 Company 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	2018	2017
Investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains (losses) from investment	1,929,593	662,593
Cumulative return of capital	(760,200)	(760,200)
Distributions from partnership	(2,203,705)	(807,200)
	\$ 1,965,688	\$ 2,095,193

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2018

3. Property:

			2018	2017
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 1,726,683	\$ -	\$ 1,726,683	\$ 2,147,683
Building	421,000	42,100	378,900	-
	\$ 2,147,683	\$ 42,100	\$ 2,105,583	\$ 2,147,683

4. Accrued liabilities:

Included in accrued liabilities are professional service fees for audit and other related services of \$10,900 (2017 - \$9,095) and amounts due to a director of HDI for legal fees of \$40,000 (2017 - \$117,384 for success fees). At year-end, there are no amounts outstanding for HST or payroll related taxes.

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 Company such as mortgage payments, land purchases and professional service fees made on behalf of the Company. At March 31, 2018, payable to HDI includes \$759,514 (2017 - \$866,698) relating to land purchases and mortgage payments, and \$83,823 (2017 - \$2,575) relating to professional service fees. For the year ended March 31, 2018, amounts charged by HDI for services provided to the entity included communication fees in the amount of \$40,000 (2017 - \$nil), management fees in the amount of \$33,287 (2017 - \$nil) and business development expenses in the amount of \$30,000 (2017 - \$nil).

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2018

5. Related entities (continued):

A director of 2438543 Ontario Inc. provides services to the Company. 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, legal fees in the amount of \$40,000 and success fees in the amount of \$366,378 (2017 - \$117,684 for success fees) were accrued and/or paid to one director of 2438543 Ontario Inc.

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. Mortgage and loan payable:

(a) Mortgage payable:

	2018	2017
Mortgage loan to private lender (S.T.), bearing interest at 1.00%, payable in monthly instalments of \$21,901, including interest, due April, 29 2022. Payments are reimbursed and completed through HDI.	\$ 566,473	\$ 1,292,980
Less:		
Current portion of mortgage payable	288,368	281,095
	<u>\$ 278,105</u>	<u>\$ 1,011,885</u>

The annual principal payments required on the mortgage debt is as follows:

2019	\$ 288,368
2020	278,105
	<u>\$ 566,473</u>

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2018

6. Mortgage and loan payable (continued):

(b) Loan payable:

	2018	2017
Loan payable to private lender (C.S), bearing interest at 8.44%, payable as GGV2LP distributes to funds to the Company at a rate of 90% of the distribution received from the investment, repaid.	\$ -	\$ 2,734,608
Loan payable to GGV2LP, interest-free and due on demand	3,628,072	-
	\$ 3,628,072	\$ 2,734,608

7. Income taxes:

At March 31, 2018, the Organization has the following amounts available to reduce future years' income for tax purposes. For the year ended March 31, 2018, the entity used \$1,278,770 (2017 - \$nil) in existing loss carry forwards accumulated in prior period against income related to distributions from GGV2LP.

The potential tax benefit of remaining non-capital losses has not been recorded in the financial statements.

Unused non-capital losses for tax purposes expiring: 2037	\$ 30,449
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2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2018

8. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements. The Company 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 2017.

(b) Credit risk:

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

Financial Statements of

2438543 ONTARIO INC.

And Independent Auditors' Report thereon

Year ended March 31, 2019



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, 2019
- the statement of operations for the year then ended
- the statement of retained earnings 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, 2019, 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.



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.



- 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
October 2, 2019

2438543 ONTARIO INC.

Balance Sheet

March 31, 2019, with comparative financial information for 2018

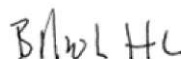
	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	\$ 142,947	\$ 918,256
Distributions receivable	2,300	-
Prepaid expense	900	-
	<u>146,147</u>	<u>918,256</u>
Investment in GGV2LP (note 2)	2,332,488	1,965,688
Property (note 3)	2,165,084	2,105,583
	<u>\$ 4,643,719</u>	<u>\$ 4,989,527</u>
Liabilities and Shareholders' Deficit		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 52,035	\$ 50,901
Payable to Haudenosaunee Development Institute (note 5)	349,470	843,337
Current portion – mortgage payable (note 6 (a))	278,105	288,368
Loan payable on demand (note 6 (b))	4,000,816	3,628,072
	<u>4,680,426</u>	<u>4,810,678</u>
Mortgage payable (note 6 (a))	-	278,105
Total liabilities	<u>4,680,427</u>	<u>5,088,783</u>
Shareholders' deficit:		
50 common shares	50	50
Deficit	(36,757)	(99,306)
	<u>(36,707)</u>	<u>(99,256)</u>
	<u>\$ 4,643,719</u>	<u>\$ 4,989,527</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, 2019, with comparative financial information for 2018

	2019	2018
Revenue		
Investment gains on GGV2LP	\$ 436,856	\$ 1,167,200
Land lease revenue	14,100	28,200
	<u>450,956</u>	<u>1,195,400</u>
Expenses:		
Legal fees (note 5)	72,200	116,238
Business development (note 5)	65,000	30,000
Management fees (note 5)	61,884	33,287
Property expenses	50,889	-
Land related fees	41,284	19,731
Professional fees	27,637	10,050
Amortization expense	25,290	42,100
Audit fees	18,024	14,645
Insurance	11,253	2,700
Rent	5,314	4,649
Office expenses	5,037	4,087
Interest expense – mortgage payable	4,449	10,204
Bank fees	146	81
Success fees	-	366,378
Interest expense – loan (GGV2LP investment)	-	55,590
Communications (note 5)	-	40,000
	<u>388,407</u>	<u>749,740</u>
Net earnings	62,549	445,660
Deficit, beginning of year	(99,306)	(544,966)
Deficit, end of year	<u>\$ (36,757)</u>	<u>\$ (99,306)</u>

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

Year ended March 31, 2019, with comparative financial information for 2018

	2019	2018
Cash provided by (used in):		
Operating activities:		
Net earnings	\$ 62,549	\$ 445,660
Change in non-cash items:		
Amortization expense	25,290	42,100
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	1,133	(75,578)
Prepaid expenses	(900)	-
Distributions receivable	(2,300)	100,000
Payable to Haudenosaunee Development Institute	(493,867)	(25,936)
	(408,095)	486,246
Financing activities:		
Proceeds from demand loan	442,800	3,628,072
Repayment of loan to private lender	-	(2,734,608)
Repayment of mortgage payable	(288,368)	(726,507)
	154,432	166,957
Investing activities:		
Renovation of building	(84,790)	-
Proceeds of investment in GGV2LP, net	(436,856)	129,505
	(521,646)	129,505
(Decrease) increase in cash and cash equivalents	(775,309)	782,708
Cash and cash equivalents, beginning of year	918,256	135,548
Cash and cash equivalents, end of year	\$ 142,947	\$ 918,256

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2018

2438543 Ontario Inc. (the "Company") is a private company incorporated under the Canada Business Corporations Act. The Company is 100% owned by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). The Company's shares are held in trust by Haudenosaunee Development Institute ("HDI") an unincorporated organization owned and controlled by HCCC. The Company 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 Company'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 Company applies the equity method as a basis of accounting for investments in a company which it exercises significant influence and does not control, jointly or otherwise. Under the equity method, the Company records these investments initially at cost, less any transaction costs, and the carrying amounts are adjusted thereafter to include the Company'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 Company, and the investment accounts of the Company are also increased or decreased to reflect the Company'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 Company'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 company subject to significant influence is accounted for using the equity method.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2019

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

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 Company 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, 2019

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 Company 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 Company 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 Company 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 Company 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	2019	2018
Investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains from investment	2,296,593	1,929,593
Cumulative return of capital	(760,200)	(760,200)
Distributions from partnership	(2,203,905)	(2,203,705)
	\$ 2,332,488	\$ 1,965,688

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2019

3. Property:

			2019	2018
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 1,726,683	\$ -	\$ 1,726,683	\$ 1,726,683
Building	505,791	67,390	438,401	378,900
	\$ 2,232,474	\$ 67,390	\$ 2,165,084	\$ 2,105,583

4. Accrued liabilities:

Included in accrued liabilities are professional service fees for audit and other related services of \$10,750 (2018 - \$10,901), amounts payable for municipal tax bills of \$41,284 (2018 - \$nil) and amounts due to a director of HDI for legal fees of \$nil (2018 - \$40,000 for success fees).

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 Company such as mortgage payments, land purchases and professional service fees made on behalf of the Company. At March 31, 2019, the entity has balance due to HDI in the amount of \$349,470 (2018 - \$843,337) relating to land purchases, mortgage payments and professional service fees. For the year ended March 31, 2019, amounts charged by HDI for services provided to the entity included communication fees in the amount of \$nil (2018 - \$40,000), management fees in the amount of \$61,884 (2018 - \$33,287), legal fees in the amount of \$112,200 (2018 - \$116,238), business development expenses in the amount of \$65,000 (2018 - \$30,000) and other expenses of \$8,685 (2018 - \$8,735).

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2019

5. Related entities (continued):

A director of 2438543 Ontario Inc. provides services to the Company. 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 (2018 - \$366,378 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. Mortgage and loan payable:

(a) Mortgage payable:

	2019	2018
Mortgage loan to private lender (S.T.), bearing interest at 1.00%, payable in monthly instalments of \$21,901, including interest, due April, 29 2022. Payments are reimbursed and completed through HDI.	\$ 278,105	\$ 566,473
Less:		
Current portion of mortgage payable	278,105	288,368
	\$ -	\$ 278,105

The annual principal payments required on the mortgage debt is as follows:

2020	\$ 278,105
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2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2019

6. Mortgage and loan payable (continued):

(b) Loan payable:

The entity has a loan payable to GGV2LP in the amount of \$4,000,816 (2018 - \$3,628,072). The loan is interest-free and due upon demand.

7. Income taxes:

At March 31, 2019, the Organization has the following amounts available to reduce future years' income for tax purposes. For the year ended March 31, 2019, the entity used \$nil (2018 - \$1,278,770) in existing loss carry forwards accumulated in prior period against income related to distributions from GGV2LP.

The potential tax benefit of remaining non-capital losses has not been recorded in the financial statements.

Unused non-capital losses for tax purposes expiring:

2037	\$	30,449
2039		240,824
	\$	271,273

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2019

8. Financial risks and concentration of credit risk:

(a) Liquidity risk:

Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements. The Company has a working capital deficiency that arises due to the structure of the investment in GGV2LP. The Company 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 2018.

(b) Credit risk:

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

Financial Statements of

2438543 ONTARIO INC.

And Independent Auditor's Report thereon

Year ended March 31, 2020



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 2438543 Ontario Inc. (the Entity), which comprise:

- the balance sheet as at March 31, 2020
- the statement of operations for the year then ended
- the statement of retained earnings 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, 2020, 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 "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 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.

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.



Page 3

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.
- 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', with a small upward tick at the end.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

February 2, 2023

2438543 ONTARIO INC.

Balance Sheet

March 31, 2020, with comparative financial information for 2019

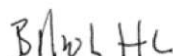
	2020	2019
Assets		
Current assets:		
Cash and cash equivalents	\$ 2,229,905	\$ 142,947
Distributions receivable	2,300	2,300
Prepaid expense	–	900
	<u>2,232,205</u>	<u>146,147</u>
Investment in GGV2LP (note 2)	1,305,288	2,332,488
Property (note 3)	2,226,101	2,165,084
	<u>\$ 5,763,594</u>	<u>\$ 4,643,719</u>
Liabilities and Shareholders' Deficit		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 80,151	\$ 52,035
Income taxes payable (note 7)	309,485	–
Payable to Haudenosaunee Development Institute (note 5)	607,963	349,470
Mortgage payable (note 6 (a))	–	278,105
	<u>997,599</u>	<u>679,610</u>
Loan payable (note 6 (b))	6,520,316	4,000,816
	<u>7,517,915</u>	<u>4,680,426</u>
Shareholders' deficit:		
50 common shares	50	50
Deficit	(1,754,371)	(36,757)
	<u>(1,754,321)</u>	<u>(36,707)</u>
	<u>\$ 5,763,594</u>	<u>\$ 4,643,719</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, 2020, with comparative financial information for 2019

	2020	2019
Revenue:		
Investment (loss) gain on GGV2LP	\$ (1,027,200)	\$ 436,856
Office rent	18,000	–
Land lease revenue	14,100	14,100
	(995,100)	450,956
Expenses:		
Legal fees (note 5)	112,200	72,200
Business development (note 5)	65,000	65,000
Property expenses	55,092	50,889
Professional fees	45,590	27,637
Management fees (note 5)	45,299	61,884
Amortization expense	33,454	25,290
Land related fees	23,616	41,284
Insurance	12,666	11,253
Audit fees	12,250	18,024
Office expenses	5,424	5,037
Interest expense – mortgage payable	1,558	4,449
Travel	838	–
Bank fees	42	146
Rent	–	5,314
	413,029	388,407
Net (loss) earnings before income taxes	(1,408,129)	62,549
Income tax expense (note 7)	309,485	–
Net (loss) income	\$ (1,717,614)	\$ 62,549
Deficit, beginning of year	(36,757)	(99,306)
Deficit, end of year	\$ (1,754,371)	\$ (36,757)

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Statement of Cash Flows

Year ended March 31, 2020, with comparative financial information for 2019

	2020	2019
Cash provided by (used in):		
Operating activities:		
Net (loss) income	\$ (1,717,614)	\$ 62,549
Change in non-cash items:		
Amortization expense	33,454	25,290
Change in non-cash operating working capital:		
Accounts payable and accrued liabilities	28,116	1,133
Prepaid expenses	900	(900)
Distributions receivable	—	(2,300)
Income taxes payable	309,485	—
Payable to Haudenosaunee Development Institute	258,492	(493,867)
	(1,087,167)	(408,095)
Financing activities:		
Proceeds from demand loan	2,519,500	442,800
Repayment of loan to private lender	—	—
Repayment of mortgage payable	(278,105)	(288,368)
	2,241,395	154,432
Investing activities:		
Renovation of building	(94,470)	(84,790)
Proceeds of investment in GGV2LP, net	1,027,200	(436,856)
	932,730	(521,646)
Increase (decrease) in cash and cash equivalents	2,086,958	(775,309)
Cash and cash equivalents, beginning of year	142,947	918,256
Cash and cash equivalents, end of year	\$ 2,229,905	\$ 142,947

See accompanying notes to financial statements.

2438543 ONTARIO INC.

Notes to Financial Statements

Year ended March 31, 2020

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, 2020

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, 2020

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	2020	2019
Initial investment	\$ 3,000,000	\$ 3,000,000
Cumulative share of gains from investment	1,269,193	2,296,593
Cumulative return of capital	(760,000)	(760,200)
Distributions from partnership	(2,203,905)	(2,203,905)
	<u>\$ 1,305,288</u>	<u>\$ 2,332,488</u>

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2020

3. Property:

			2020	2019
	Cost	Accumulated amortization	Net book value	Net book value
Land	\$ 1,726,683	\$ –	\$ 1,726,683	\$ 1,726,683
Building	600,262	100,844	499,418	438,401
	\$ 2,326,945	\$ 100,844	\$ 2,226,101	\$ 2,165,084

4. Accrued liabilities:

Included in accrued liabilities are amounts payable for municipal tax bills of \$64,900 (2019 - \$41,284).

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, 2020, the entity has balance due to HDI in the amount of \$607,963 (2019 - \$349,470) relating to land purchases, mortgage payments and professional service fees. For the year ended March 31, 2020, amounts charged by HDI for services provided to the entity included communication fees in the amount of \$nil (2019 - \$nil), management fees in the amount of \$45,299 (2019 - \$61,884), legal fees in the amount of \$112,200 (2019 - \$72,200), business development expenses in the amount of \$65,000 (2019 - \$65,000) and other expenses of \$1,791 (2019 - \$8,685).

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2020

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 (2019 - \$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. Mortgage and loan payable:

(a) Mortgage payable:

	2020	2019
Mortgage loan to private lender (S.T.), bearing interest at 1.00%, payable in monthly instalments of \$21,901, including interest, due April, 29 2022. Payments are reimbursed and completed through HDI.	\$ –	\$ 278,105
Less:		
Current portion of mortgage payable	–	278,105
	\$ –	\$ –

(b) Loan payable:

The entity has a loan payable to GGV2LP in the amount of \$6,520,316 (2019 - \$4,000,816). The loan is interest-free and has scheduled repayments beginning in 2024. The full amount is scheduled to be repaid in full by 2035.

2438543 ONTARIO INC.

Notes to Financial Statements (continued)

Year ended March 31, 2020

7. **Income taxes:**

For the year ended March 31, 2020, the Entity used \$271,273 in loss carry forwards accumulated in prior periods (2019 - \$nil) against taxable income related to distributions from GGV2LP which are deemed taxable capital gains for tax purposes in the amount of \$2,519,500 (2019 - \$440,500).

As a result, the Entity has no remaining loss carry forwards remaining for future use (2019 - \$271,273).

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 2019.

(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.

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.



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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for 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:

Aaron Dutton

Director

Brian H. L.

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.

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.



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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for 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.



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- 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:

Aaron Dodder

Director

Bilal H. C.

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.

Financial Statements of

Ogwawihsta Dedwahsnye

For the period from incorporation on March 22, 2016 to
March 31, 2017
(Unaudited)



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

REVIEW ENGAGEMENT REPORT

To the Board of Directors:

We have reviewed the statement of financial position of Ogowawishta Dedwahsnye (the "Organization") as at March 31, 2017 and the statements of earnings and deficiency and changes in net assets for the period from incorporation on March 22, 2016 to March 31, 2017. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the Organization.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with accounting standards for not-for-profit organizations.

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', with a small upward tick at the end.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada
July 26, 2017

Ogwawihsta Dedwahsnye

Statement of Financial Position

March 31, 2017
(Unaudited)

Assets

Current asset:		
Accounts receivable (note 3)	\$	22,570
	\$	22,570

Liabilities and Net Assets

Current liability:		
Accounts payable and accrued liabilities (note 2)	\$	6,634
Net assets:		
Unrestricted		15,936
	\$	22,570

See accompanying notes to financial statements.

Colin W. Moore

Ogwawihsta Dedwahsnye

Statement of Earnings and Deficiency

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

Revenue:		
Administration fees (note 3)		\$ 53,009
Expenses:		
Office and general expenses (note 3)	26,151	
Audit and tax fees	7,771	
Professional fees	3,151	
	<hr/>	37,073
Excess of revenue over expenses		<hr/>
	\$	15,936

See accompanying notes to financial statements.

Ogwawihsta Dedwahsnye

Statement of Changes in Net Assets

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

Balance, beginning of period	\$	-
Excess of revenue over expenses		15,936
Balance, end of year	\$	15,936

See accompanying notes to financial statements.

Ogwawihsta Dedwahsnye

Notes to Financial Statements

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

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 provides payroll services for Haudenosaunee Development Institute ("HDI"), a formal unincorporated organization also established by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). 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 CICA Handbook.

(a) Revenue recognition:

The Organization follows the deferral method of accounting for contributions which include donations. Unrestricted contributions 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 sales of publications is recognized when the services are provided or the goods are sold. Revenue is directly linked to the payroll expense that flows through the Organization for HDI's employee payroll. Administration fee revenues are recognized in accordance with the agreement with HDI at 5% of all payroll expenses processed during the fiscal year. Payroll expenses processed on behalf of HDI during the fiscal year amounted to \$1,060,172.

(b) 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

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

1. Significant accounting policies (continued):

(c) Financial instruments:

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

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

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

2. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are amounts due for financial reporting and tax compliance. At year-end, there are no amounts outstanding payable for HST or payroll related taxes.

3. Related party transactions:

The Organization is controlled by and overseen by HCCC. HDI and the Organization share a common management group who oversee the operating activities of both entities.

Intercompany receivables for the period ended March 31, 2017 amount to \$22,570. The amounts are non-interest bearing, unsecured, and due on demand. The fair value of the intercompany receivable approximates the carrying value due to the current nature of the receivable.

Ogwawihsta Dedwahsnye

Notes to Financial Statements

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

3. Related party transactions (continued):

Administration revenues are earned by the Organization based on percentages outlined in the payroll services agreement. An amount of \$53,009 representing administrative charges has been received from HDI and recorded as administration revenues.

Office and general expenses of HDI are allocated to the Organization based on percentages outlined in the payroll services agreement. An amount of \$26,151 representing administrative charges has been incurred by the Organization and recorded as administration expenses.

4. Cash flow:

The Organization utilizes the accounting systems and infrastructure of HDI to process all transactions. The Organization's transactions with HDI are settled through the intercompany payable/receivable accounts and, therefore, it is not necessary for the Organization to maintain a bank account. The Organization was setup to support HDI, which is an unincorporated association, in processing its payroll. Since the Organization did not generate cash activity for the period ended March 31, 2017, a cash flow statement is not presented.

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 and support via cash flows and related accounts receivable.

(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.

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

Year ended March 31, 2018
(Unaudited)



KPMG LLP
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21 King Street West, Suite 700
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INDEPENDENT REVIEW ENGAGEMENT REPORT

To the Board of Directors

We have reviewed the accompanying financial statements of Ogwawishta Dedwahsnye for the year ended March 31, 2018 and notes, comprising a summary of significant accounting policies and other explanatory information (together “the financial statements”). The financial statements have been prepared by management in accordance with the Accounting Standards for Not-for-profit Organizations.

Management’s Responsibility for the financial statements

Management is responsible for the preparation of the financial statements in accordance with the Accounting Standards for Not-for-profit Organizations; this includes determining that the applicable financial reporting framework is acceptable for the preparation of the financial statements in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the financial statements that is free from material misstatement, whether due to fraud or error.

Practitioners’ Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted standards for review engagements. Accordingly, we do not express an audit opinion on this financial statements.



Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements of Ogwawishta Dedwahsnye for the year ended March 31, 2018 is not prepared, in all material respects, in accordance with the Accounting Standard for Not-for-profit Organizations

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada
January 9, 2019

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2018, with comparative information for 2017
(Unaudited)

	2018	2017
Assets		
Current asset:		
Cash	\$ 40,692	\$ -
Accounts receivable (note 4)	-	22,570
	<u>40,692</u>	<u>22,570</u>
Equipment (note 3)	1,658	-
	<u>\$ 42,350</u>	<u>\$ 22,570</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 2)	\$ 10,329	\$ 6,634
Due to related party (note 4)	1,916	-
	<u>12,245</u>	<u>6,634</u>
Net assets:		
Unrestricted	30,105	15,936
	<u>\$ 42,350</u>	<u>\$ 22,570</u>

See accompanying notes to financial statements.

Colin W. Moore

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2018, with comparative information for period from incorporation on
March 22, 2016 to March 31, 2017
(Unaudited)

	2018	2017
Revenue:		
Administration fees (note 4)	\$ 67,997	\$ 53,009
Cost of sales:		
Amortization	400	-
	67,597	53,009
Expenses:		
Office and general expenses (note 4)	29,018	26,151
Professional fees	14,385	3,151
Consulting fees	7,439	7,771
Advertising	2,000	-
Bank expense	586	-
	53,428	37,073
Excess of revenue over expenses	\$ 14,169	\$ 15,936

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2018, with comparative information for period from incorporation on
 March 22, 2016 to March 31, 2017
 (Unaudited)

	2018	2017
Balance, beginning of period	\$ 15,936	\$ -
Excess of revenue over expenses	14,169	15,936
Balance, end of year	\$ 30,105	\$ 15,936

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2018, with comparative information for 2017
(Unaudited)

	2018	2017
Cash provided by (used in):		
Operations:		
Excess of revenues over expenses	\$ 14,169	\$ 15,936
Items not involving cash:		
Amortization of equipment	400	-
Change in non-cash operating work capital		
Account receivable	22,570	(22,570)
Accounts payable and accrued liabilities	3,695	6,634
	<u>40,834</u>	<u>-</u>
Investing Activities:		
Advance to Haudenosaunee Development Institute	1,916	-
Purchase of property, plant and equipment	(2,058)	-
	<u>(142)</u>	<u>-</u>
Net increase in cash	40,692	-
Cash, beginning of the year	-	-
Cash, end of year	<u>\$ 40,692</u>	<u>\$ -</u>

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

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 provides payroll services for Haudenosaunee Development Institute ("HDI"), a formal unincorporated organization also established by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). 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 which include donations. Unrestricted contributions 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 sales of publications is recognized when the services are provided or the goods are sold. Revenue is directly linked to the payroll expense that flows through the Organization for HDI's employee payroll. Administration fee revenues are recognized in accordance with the agreement with HDI at 5% of all payroll expenses processed during the fiscal year. Payroll expenses processed on behalf of HDI during the fiscal year amounted to approximately 1.3 million

(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 software and equipment	5

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

1. Significant accounting policies (continued):

(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.

(e) Financial instruments:

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

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

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

2. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are amounts due for financial reporting and tax compliance. At year-end, there are no amounts outstanding payable for HST or payroll related taxes.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

3. Capital assets:

March 31, 2018	Cost	Accumulated amortization	Net book value
Computer equipment	\$ 2,058	\$ 400	\$ 1,658

Ogwawihsta Dedwahsnye purchased \$2,058 computer equipment in fiscal year 2018. No capital assets existed in fiscal year 2017.

4. Related party transactions:

The Organization is controlled by and overseen by HCCC. HDI and the Organization share a common management group who oversee the operating activities of both entities.

Intercompany payable for the period ended March 31, 2018 amount is \$1,916 (2017 – Receivable \$22,570). The amounts are non-interest bearing, unsecured, and due on demand. The fair value of the intercompany payable approximates the carrying value due to the current nature of the payable.

Administration revenues are earned by the Organization based on percentages outlined in the payroll services agreement. An amount of \$67,997 (2017 - \$53,009) representing administrative charges has been received from HDI and recorded as administration revenues.

Office and general expenses of HDI are allocated to the Organization based on percentages outlined in the payroll services agreement. An amount of \$29,018 (2017 - \$26,151) representing administrative charges has been incurred by the Organization and recorded as administration expenses.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

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 and support via cash flows and related accounts receivable. There have no changes in risk exposures from 2017.

(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 2017.

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

And Independent Auditors' Report thereon

Year ended March 31, 2019



KPMG LLP
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INDEPENDENT AUDITORS' 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, 2019;
- 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, 2019, 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 "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.

Other Matter – Comparative Information

The comparative information as at and for the year ended March 31, 2018 is unaudited. Accordingly, we do not express an opinion on it.

However, the comparative information as at and for the year ended end of Y1 was previously reviewed by us and our report thereon, dated January 9, 2019, stated that nothing came to our attention that causes us to believe that the financial statements for the year then ended were not prepared, in all material respects, in accordance with the Accounting Standards for Not-for-profit Organizations. A review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the comparative information.

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.

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.
- 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.



Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

October 2, 2019

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2019, with comparative information for 2018

	2019	2018
Assets		
Current assets:		
Cash	\$ 32,329	\$ 40,692
Accounts receivable (note 4)	1,418	-
Due from related party (note 2)	6,054	-
	<u>39,801</u>	<u>40,692</u>
Equipment (note 3)	972	1,658
	<u>\$ 40,773</u>	<u>\$ 42,350</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 10,668	\$ 10,329
Due to related party (note 2)	-	1,916
	<u>10,668</u>	<u>12,245</u>
Net assets:		
Unrestricted	30,105	30,105
	<u>\$ 40,773</u>	<u>\$ 42,350</u>

See accompanying notes to financial statements.

Colin W. Moore

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2019, with comparative information for 2018

	2019	2018
Revenue:		
ALI program contribution (note 4)	\$ 28,356	\$ -
Administration fees (note 2)	-	67,997
Contribution for operating expenses (note 2)	12,072	-
	40,428	67,997
Expenses:		
ALI program costs (note 4)	28,356	-
Consulting fees	9,494	7,439
Professional fees	1,325	14,385
Bank expense	540	586
Amortization	686	400
Office and general expenses (note 2)	27	29,018
Advertising	-	2,000
	40,428	53,828
Excess of revenue over expenses	\$ -	\$ 14,169

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2019, with comparative information for 2018

	2019	2018
Balance, beginning of year	\$ 30,105	\$ 15,936
Excess of revenue over expenses	-	14,169
Balance, end of year	\$ 30,105	\$ 30,105

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2019, with comparative information for 2018

	2019	2018
Cash provided by (used in):		
Operations:		
Excess of revenues over expenses	\$ -	\$ 14,169
Items not involving cash:		
Amortization of equipment	686	400
Change in non-cash operating work capital		
Account receivable	(1,418)	22,570
Accounts payable and accrued liabilities	339	3,695
	<u>(393)</u>	<u>40,834</u>
Investing Activities:		
Advance (to) from Haudenosaunee Development Institute	(7,970)	1,916
Purchase of property, plant and equipment	-	(2,058)
	<u>(7,970)</u>	<u>(142)</u>
Net (decrease) increase in cash	(8,363)	40,692
Cash, beginning of the year	40,692	-
Cash, end of year	<u>\$ 32,329</u>	<u>\$ 40,692</u>

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2019

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

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2019

1. Significant accounting policies (continued):

(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.

2. Related party transactions:

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

Receivables from HDI, a related party, amount to \$6,054 (2018 – \$1,916 payable) as at March 31, 2019. The amounts are non-interest bearing, unsecured, and due on demand.

Administration revenues were earned by the Organization based on percentages outlined in the payroll services agreement which was terminated effective April 1, 2018. An amount of \$nil (2018 - \$67,997) has been received from HDI and recorded as administration fees.

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 \$12,072 (2018 - \$nil) has been received from HDI and recorded as contributions for operating expenses.

Office and general expenses of HDI were allocated to the Organization based on percentages outlined in the payroll services agreement which was terminated effective April 1, 2018. An amount of \$nil (2018 - \$28,393) was allocated to the Organization and recorded as office and general 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.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2019

3. Capital assets:

March 31, 2019	Cost	Accumulated amortization	2019 Net book value	2018 Net book value
Computer equipment	\$ 2,058	\$ 1,086	\$ 972	\$ 1,658

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 \$28,356 (2018 - \$nil) 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, \$1,418 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 2018.

(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 2018.

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

And Independent Auditors' Report thereon

Year ended March 31, 2020



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INDEPENDENT AUDITORS' 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, 2020;
- 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, 2020, 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 "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 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.

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.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



Page 3

- 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

October 5, 2020

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2020, with comparative information for 2019

	2020	2019
Assets		
Current assets:		
Cash	\$ 32,245	\$ 32,329
Accounts receivable (note 4)	1,832	1,418
Due from related party (note 2)	7,612	6,054
	<u>41,689</u>	<u>39,801</u>
Equipment (note 3)	286	972
	<u>\$ 41,975</u>	<u>\$ 40,773</u>

Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities (note 4)	\$ 11,414	\$ 10,668
Net assets:		
Unrestricted	30,561	30,105
	<u>\$ 41,975</u>	<u>\$ 40,773</u>

See accompanying notes to financial statements.

C. L. W. Moore

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2020, with comparative information for 2019

	2020	2019
Revenue:		
ALI program contribution (note 4)	\$ 36,644	\$ 28,356
Contribution for operating expenses (note 2)	12,496	12,072
	49,140	40,428
Expenses:		
ALI program costs (note 4)	36,644	28,356
Consulting fees	9,400	9,494
Professional fees	1,850	1,325
Amortization	686	686
Bank expense	84	540
Office and general expenses (note 2)	20	27
	48,684	40,428
Excess of revenue over expenses	\$ 456	\$ -

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2020, with comparative information for 2019

	2020	2019
Balance, beginning of year	\$ 30,105	\$ 30,105
Excess of revenue over expenses	456	-
Balance, end of year	\$ 30,561	\$ 30,105

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2020, with comparative information for 2019

	2020	2019
Cash provided by (used in):		
Operations:		
Excess of revenues over expenses	\$ 456	\$ -
Items not involving cash:		
Amortization of equipment	686	686
Change in non-cash operating work capital:		
Account receivable	(414)	(1,418)
Accounts payable and accrued liabilities	746	339
	1,474	(393)
Investing Activities:		
Advance (to) from Haudenosaunee Development Institute	(1,558)	(7,970)
Net (decrease) increase in cash	(84)	(8,363)
Cash, beginning of the year	32,329	40,692
Cash, end of year	\$ 32,245	\$ 32,329

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2020

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

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2020

1. Significant accounting policies (continued):

(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.

2. Related party transactions:

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

Receivables from HDI, a related party, amount to \$7,612 (2019 - \$6,054) as at March 31, 2020. The amounts are non-interest bearing, unsecured, and due on demand.

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 \$12,496 (2019 - \$12,072) 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:

March 31, 2020	Cost	Accumulated amortization	2020 Net book value	2019 Net book value
Computer equipment	\$ 2,058	\$ 1,772	\$ 286	\$ 972

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2020

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 \$36,644 (2019 - \$28,356) 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, \$1,832 (2019 - \$1,418) 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 2019.

(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 2019.

6. COVID-19:

Subsequent to March 31, 2020, 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 Organization 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.

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

And Independent Auditor's Report thereon

Year ended March 31, 2021



KPMG LLP
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21 King Street West, Suite 700
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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.



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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

We also:

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

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



Page 3

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

A handwritten signature in black ink that reads 'KPMG LLP'. 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
	71,484	49,140
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
	77,493	48,684
(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.

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
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Tel 905-523-8200
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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.

Ann Dutton

Bilal HL

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.

Financial Statements of

Ogwawihsta Dedwahsnye

For the period from incorporation on March 22, 2016 to
March 31, 2017
(Unaudited)



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

REVIEW ENGAGEMENT REPORT

To the Board of Directors:

We have reviewed the statement of financial position of Ogwawishta Dedwahnysye (the "Organization") as at March 31, 2017 and the statements of earnings and deficiency and changes in net assets for the period from incorporation on March 22, 2016 to March 31, 2017. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the Organization.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with accounting standards for not-for-profit organizations.

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', with a small upward tick at the end.

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada
July 26, 2017

Ogwawihsta Dedwahsnye

Statement of Financial Position

March 31, 2017
(Unaudited)

Assets

Current asset:		
Accounts receivable (note 3)	\$	22,570
	<hr/>	<hr/>
	\$	22,570

Liabilities and Net Assets

Current liability:		
Accounts payable and accrued liabilities (note 2)	\$	6,634
Net assets:		
Unrestricted		15,936
	<hr/>	<hr/>
	\$	22,570

See accompanying notes to financial statements.

Colin W. Moore

Ogwawihsta Dedwahsnye

Statement of Earnings and Deficiency

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

Revenue:	
Administration fees (note 3)	\$ 53,009
Expenses:	
Office and general expenses (note 3)	26,151
Audit and tax fees	7,771
Professional fees	3,151
	37,073
Excess of revenue over expenses	\$ 15,936

See accompanying notes to financial statements.

Ogwawihsta Dedwahsnye

Statement of Changes in Net Assets

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

Balance, beginning of period	\$	-
Excess of revenue over expenses		15,936
Balance, end of year	\$	15,936

See accompanying notes to financial statements.

Ogwawihsta Dedwahsnye

Notes to Financial Statements

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

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 provides payroll services for Haudenosaunee Development Institute ("HDI"), a formal unincorporated organization also established by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). 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 CICA Handbook.

(a) Revenue recognition:

The Organization follows the deferral method of accounting for contributions which include donations. Unrestricted contributions 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 sales of publications is recognized when the services are provided or the goods are sold. Revenue is directly linked to the payroll expense that flows through the Organization for HDI's employee payroll. Administration fee revenues are recognized in accordance with the agreement with HDI at 5% of all payroll expenses processed during the fiscal year. Payroll expenses processed on behalf of HDI during the fiscal year amounted to \$1,060,172.

(b) 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

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

1. Significant accounting policies (continued):

(c) Financial instruments:

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

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

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

2. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are amounts due for financial reporting and tax compliance. At year-end, there are no amounts outstanding payable for HST or payroll related taxes.

3. Related party transactions:

The Organization is controlled by and overseen by HCCC. HDI and the Organization share a common management group who oversee the operating activities of both entities.

Intercompany receivables for the period ended March 31, 2017 amount to \$22,570. The amounts are non-interest bearing, unsecured, and due on demand. The fair value of the intercompany receivable approximates the carrying value due to the current nature of the receivable.

Ogwawihsta Dedwahsnye

Notes to Financial Statements

For the period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

3. Related party transactions (continued):

Administration revenues are earned by the Organization based on percentages outlined in the payroll services agreement. An amount of \$53,009 representing administrative charges has been received from HDI and recorded as administration revenues.

Office and general expenses of HDI are allocated to the Organization based on percentages outlined in the payroll services agreement. An amount of \$26,151 representing administrative charges has been incurred by the Organization and recorded as administration expenses.

4. Cash flow:

The Organization utilizes the accounting systems and infrastructure of HDI to process all transactions. The Organization's transactions with HDI are settled through the intercompany payable/receivable accounts and, therefore, it is not necessary for the Organization to maintain a bank account. The Organization was setup to support HDI, which is an unincorporated association, in processing its payroll. Since the Organization did not generate cash activity for the period ended March 31, 2017, a cash flow statement is not presented.

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 and support via cash flows and related accounts receivable.

(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.

Financial Statements of

OGWAWIHSTA DEDWAHSNYE

Year ended March 31, 2018
(Unaudited)



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

INDEPENDENT REVIEW ENGAGEMENT REPORT

To the Board of Directors

We have reviewed the accompanying financial statements of Ogwawishta Dedwahsnye for the year ended March 31, 2018 and notes, comprising a summary of significant accounting policies and other explanatory information (together “the financial statements”). The financial statements have been prepared by management in accordance with the Accounting Standards for Not-for-profit Organizations.

Management’s Responsibility for the financial statements

Management is responsible for the preparation of the financial statements in accordance with the Accounting Standards for Not-for-profit Organizations; this includes determining that the applicable financial reporting framework is acceptable for the preparation of the financial statements in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the financial statements that is free from material misstatement, whether due to fraud or error.

Practitioners’ Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted standards for review engagements. Accordingly, we do not express an audit opinion on this financial statements.



Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements of Ogwawishta Dedwahsnye for the year ended March 31, 2018 is not prepared, in all material respects, in accordance with the Accounting Standard for Not-for-profit Organizations

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada
January 9, 2019

OGWAWIHSTA DEDWAHSNYE

Statement of Financial Position

March 31, 2018, with comparative information for 2017
(Unaudited)

	2018	2017
Assets		
Current asset:		
Cash	\$ 40,692	\$ -
Accounts receivable (note 4)	-	22,570
	<u>40,692</u>	<u>22,570</u>
Equipment (note 3)	1,658	-
	<u>\$ 42,350</u>	<u>\$ 22,570</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities (note 2)	\$ 10,329	\$ 6,634
Due to related party (note 4)	1,916	-
	<u>12,245</u>	<u>6,634</u>
Net assets:		
Unrestricted	30,105	15,936
	<u>\$ 42,350</u>	<u>\$ 22,570</u>

See accompanying notes to financial statements.

Colin W. Moore

OGWAWIHSTA DEDWAHSNYE

Statement of Operations

For the year ended March 31, 2018, with comparative information for period from incorporation on March 22, 2016 to March 31, 2017
(Unaudited)

	2018	2017
Revenue:		
Administration fees (note 4)	\$ 67,997	\$ 53,009
Cost of sales:		
Amortization	400	-
	67,597	53,009
Expenses:		
Office and general expenses (note 4)	29,018	26,151
Professional fees	14,385	3,151
Consulting fees	7,439	7,771
Advertising	2,000	-
Bank expense	586	-
	53,428	37,073
Excess of revenue over expenses	\$ 14,169	\$ 15,936

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Changes in Net Assets

For the year ended March 31, 2018, with comparative information for period from incorporation on
 March 22, 2016 to March 31, 2017
 (Unaudited)

	2018	2017
Balance, beginning of period	\$ 15,936	\$ -
Excess of revenue over expenses	14,169	15,936
Balance, end of year	\$ 30,105	\$ 15,936

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Statement of Cash Flows

March 31, 2018, with comparative information for 2017
(Unaudited)

	2018	2017
Cash provided by (used in):		
Operations:		
Excess of revenues over expenses	\$ 14,169	\$ 15,936
Items not involving cash:		
Amortization of equipment	400	-
Change in non-cash operating work capital		
Account receivable	22,570	(22,570)
Accounts payable and accrued liabilities	3,695	6,634
	<u>40,834</u>	<u>-</u>
Investing Activities:		
Advance to Haudenosaunee Development Institute	1,916	-
Purchase of property, plant and equipment	(2,058)	-
	<u>(142)</u>	<u>-</u>
Net increase in cash	40,692	-
Cash, beginning of the year	-	-
Cash, end of year	<u>\$ 40,692</u>	<u>\$ -</u>

See accompanying notes to financial statements.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

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 provides payroll services for Haudenosaunee Development Institute ("HDI"), a formal unincorporated organization also established by the Haudenosaunee Confederacy Chiefs Council ("HCCC"). 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 which include donations. Unrestricted contributions 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 sales of publications is recognized when the services are provided or the goods are sold. Revenue is directly linked to the payroll expense that flows through the Organization for HDI's employee payroll. Administration fee revenues are recognized in accordance with the agreement with HDI at 5% of all payroll expenses processed during the fiscal year. Payroll expenses processed on behalf of HDI during the fiscal year amounted to approximately 1.3 million

(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 software and equipment	5

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

1. Significant accounting policies (continued):

(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.

(e) Financial instruments:

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

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

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

2. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are amounts due for financial reporting and tax compliance. At year-end, there are no amounts outstanding payable for HST or payroll related taxes.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

3. Capital assets:

March 31, 2018	Cost	Accumulated amortization	Net book value
Computer equipment	\$ 2,058	\$ 400	\$ 1,658

Ogwawihsta Dedwahsnye purchased \$2,058 computer equipment in fiscal year 2018. No capital assets existed in fiscal year 2017.

4. Related party transactions:

The Organization is controlled by and overseen by HCCC. HDI and the Organization share a common management group who oversee the operating activities of both entities.

Intercompany payable for the period ended March 31, 2018 amount is \$1,916 (2017 – Receivable \$22,570). The amounts are non-interest bearing, unsecured, and due on demand. The fair value of the intercompany payable approximates the carrying value due to the current nature of the payable.

Administration revenues are earned by the Organization based on percentages outlined in the payroll services agreement. An amount of \$67,997 (2017 - \$53,009) representing administrative charges has been received from HDI and recorded as administration revenues.

Office and general expenses of HDI are allocated to the Organization based on percentages outlined in the payroll services agreement. An amount of \$29,018 (2017 - \$26,151) representing administrative charges has been incurred by the Organization and recorded as administration expenses.

OGWAWIHSTA DEDWAHSNYE

Notes to Financial Statements

Year ended March 31, 2018
(Unaudited)

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 and support via cash flows and related accounts receivable. There have no changes in risk exposures from 2017.

(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 2017.

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)

Richard Saul

WORK EXPERIENCE

Consultant, Ancaster, Ontario (October 2000 – Present)

Accounting & Finance:

- Financial Consultant for the Haudenosaunee Confederacy Chiefs Council's operating entities (June 2017 to present)
 - Provided financial accounting support and reporting and facilitated the annual audit process.
 - Implemented data systems and provided operational support and analytics.
- Financial Consultant – implemented and maintained accounting systems for various businesses and not-for-profit organizations (2000 to present).

Grants and Contributions Management:

- Financial Consultant – National Aboriginal Capital Corporations Association
 - Assisted with the delivery and management of the Indigenous Business Stabilization Program throughout the Aboriginal Financial Institution network across Canada relating to the impacts of Covid.

Teaching/Training (curriculum development and/or course delivery):

- Ogwehoweh Skills and Trades Training Centre – 7-week Business Plan Development (2017 to 2019, 2021-2022)
- Fanshawe College – delivered through Ogwehoweh Skills and Trades Training Centre, Six Nations
 - Accounting Program: Principles of Accounting 1 & 2, Fall semester (2018,2019)
- Mohawk College – delivered through Ogwehoweh Skills and Trades Training Centre, Six Nations
 - Small Business Management Program:
 - Financial Accounting (2009, 2010, 2011, 2013, 2017)
 - Personal Financial Management (2009, 2010, 2014, 2017)
 - Office Administration Program: Financial Foundations (2018, 2019)
- Canada Mortgage and Housing Corporation – First Nations Housing Manager Training (2016)
- Economic Development Corporation Board of Directors – How to Read Financial Statements (2015)
- Various First Nations across Ontario – 9-week Economic Development Officer Training (2003, 2007, 2009, 2016)
- Indian & Northern Affairs Canada – Business Plan Analysis (2014)
- University of Windsor – Budgeting & Accounting for Non-Accountants (2004, 2005)

Development of Business Plans, Community Plans, & Funding Proposals:

- Prepared business plans for numerous Indigenous businesses, First Nations, and First Nation organizations in various business sectors, consisting of all marketing, financial, management, and operational aspects. Also prepared community plans, and funding proposals for numerous Indigenous organizations (2000 to 2018).

Compliance Audits:

- Performed financial compliance audits on behalf of Human Resources & Skills Development Canada for various Aboriginal Human Resource Development Agreements (2008 to 2010).

Third Party Assessment of Funding Proposals:

- Performed third party assessments of funding proposals for the Department of Indian & Northern Affairs Canada and the Ontario Aboriginal Economic Development Program to determine project eligibility and viability of numerous economic development applications (2000 to 2006).

Richard Saul

WORK EXPERIENCE (continued)

Software Applications

- Created Microsoft Excel solutions for clients, including training, Power BI, Power Query, and pivot tables (2016 to present).
- Created Microsoft Access data solutions for clients (2016 to present).

Financial Controller, GREAT (October 2014 – March 31, 2016)

- Responsible for the overall accounting and finance operations of the organization.

Vice President, Aboriginal Centre of Excellence, Ohsweken, Ontario (May 2013 – October 2014)

- Developed and implemented an online learning platform for the membership.
- Supervised the finance, marketing and administration staff and reported to the board of directors.

Manager, FedDev Ontario, Toronto, Ontario (June 2009 – May 2010)

- Assessed high profile business and economic development plans for funding proposals submitted to the Community Adjustment Fund and the Southern Ontario Development Program.
- Prepared investment decision-making reports and briefing notes for senior management and the Minister's Office.

Vice President Finance & Admin., Richkote Metal Finishing, Dresden, Ontario (March 2008 - June 2009)

- Participated in planning the short-term and long-term financial objectives of the company.
- Supervised the accounting and administration staff and prepared monthly and year-end financial reports.

Development Officer & Quality Assurance Officer, Aboriginal Business Canada, Toronto, Ontario (April 1998 - September 2000)

- Managed a portfolio of grant & contribution projects relating to economic development initiatives.
- Assisted management with ongoing support regarding the effective management of its grants & contributions budget, financial monitoring, payment & contract verification, and quality assurance.

Small Business Consultant, Montreal, Quebec (August 1994 - March 1998)

- Assisted clients with finance and accounting related issues.

Financial Controller, Destination a la Carte Inc., St-Lambert, Quebec (August 1990 - August 1994)

- Managed the financial accounting activities of the organization.

Account Manager, Château Travel, St-Lambert, Quebec (September 1988 - August 1990)

- Managed the travel arrangements for various corporate clients.

PROFESSIONAL MEMBERSHIPS

- **Chartered Professional Accountant (CPA)**, (October 2014 to present) of the Chartered Professional Accountants Association of Ontario, Toronto, ON
- **Certified General Accountant (CGA)**, (November 1997 to October 2014) of the Certified General Accountants Association of Ontario, Toronto, ON (the CGA organization became part of the CPA organization in 2014)

EDUCATION & TRAINING

- **Bachelor of Commerce, Major in Accountancy**, graduated in May 1992 (part-time studies) from Concordia University, Montreal, Quebec
- Attended McGill University, Montreal, QC, September 1986 - May 1988 (Bachelor of Arts, Major in Economics), credits were transferred towards the completion of the Bachelor of Commerce degree at Concordia University
- **Diploma of Collegial Studies - Major in Commerce**, graduated in 1986 from Champlain Regional College (CEGEP), St-Lambert, Quebec

LANGUAGES:

English & French

REFERENCES:

Available upon request

SIX NATIONS OF THE GRAND
RIVER BAND OF INDIANS
Plaintiff (Responding Party)

-and-

THE ATTORNEY GENERAL OF
CANADA et al.
Defendants (Responding Parties)

-and-

THE HAUDENOSAUNEE
DEVELOPMENT INSTITUTE
Moving Party

Court File No. CV-18-594281-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brantford
and transferred to Toronto

**TRANSCRIPT BRIEF OF THE PLAINTIFF
(RESPONDING PARTY)**

MOTION RETURNABLE MAY 8-10, 2023

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Toronto ON M5L 1A9

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Lawyers for the Plaintiff