SIX NATIONS

OF THE GRAND RIVER

LAND RIGHTS • FINANCIAL JUSTICE • RESOLUTIONS



MOHAWK

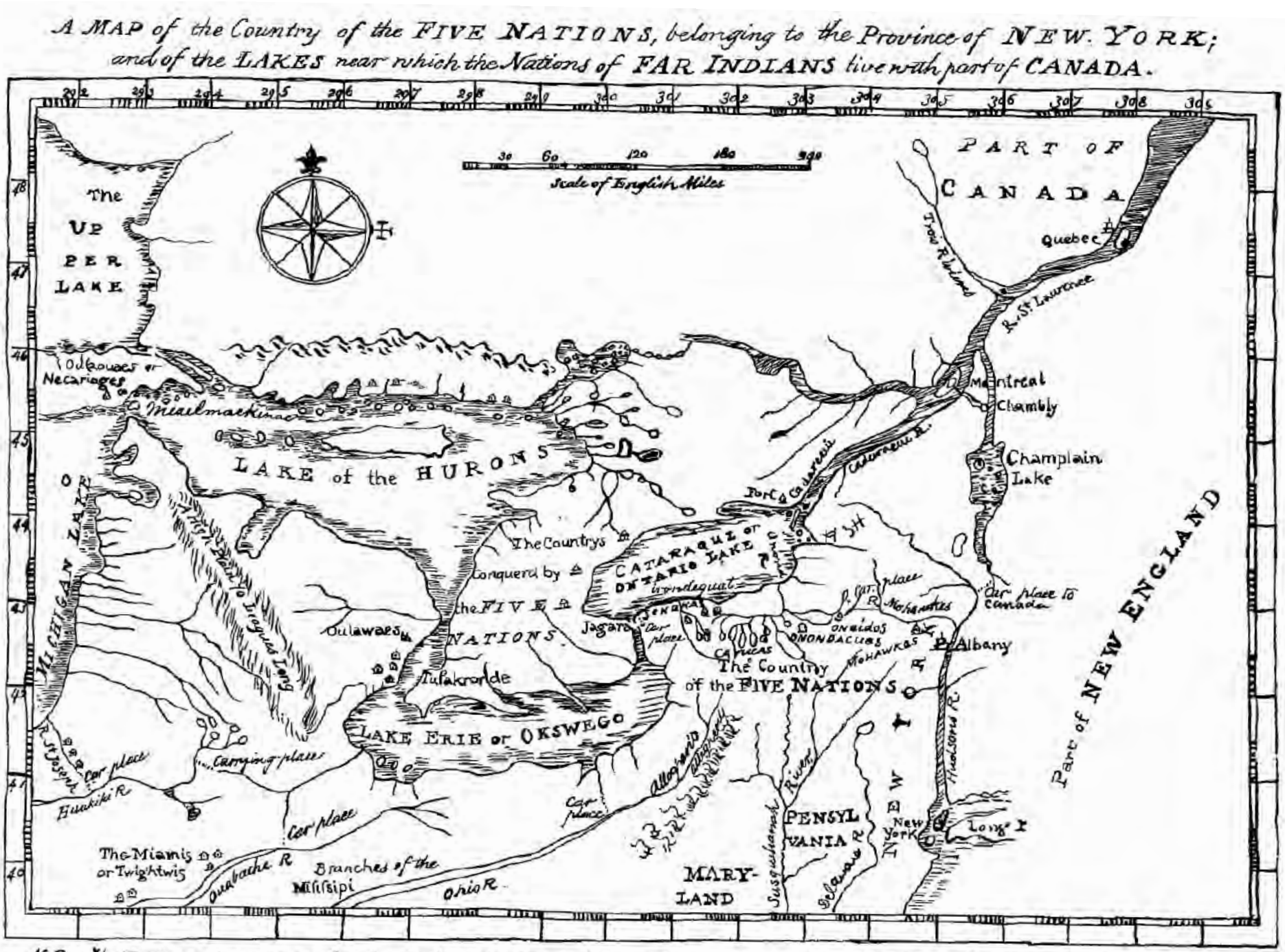
ONEIDA

ONONDAGA

CAYUGA

SENECA

TUSCARORA



N.B. The Tuscaroras are now reckond a sixth Nation & live between the Onondagues & Oneidos; & the Necariages of Misdumalinac were received to be the seventh Nation at Albany, May 30th 1723 at their own desire 80 men of that Nation being present besides Women & children

Reproduction of old map of country occupied by the Five Nations, for report on the Six Nations of New York.

SIX NATIONS COUNCIL

LANDS AND RESOURCES DEPARTMENT

Main Office
#2498 Chiefswood Road
PHONE: 519-753-0665

Wildlife Management Office
#1721 Chiefswood Road
PHONE: 519-445-0330

TABLE OF CONTENTS

1. Six Nations Lands and Resources Department
- A. Introduction (Archival Research, Development of Land Claims) 4
- B. Crown Canada (Land Claims Process) 4
- C. Crown's Trusteeship (Fudiciary Responsibility of the Crown) (Six Nations' Trust Funds Management) 5
- D. Outstanding Lawful Obligations (Six Nations' Claims Developed) 6
- E. Six Nations' Claims (Basis & Allegations) 6
- F. Classifying Crown's Injustices 29
  - i) Misappropriation (Development, Lands or Monies)
  - ii) Royalties (Income & Loss of Use of the Land)
  - iii) Purported Challenges (Surrenders/Leases/Deeds/Grants/Squatters)
- G. Resolution to Injustices 29
  - i) Land Return
  - ii) Compensation
  - iii) Interim Use Agreements
  - iv) Land Purchases
  - v) Additions to Reserve Process (ATR)

2. Six Nations Wildlife Management Office/Land Use Unit 33

3. Litigation 35
  - i) Inadequacy of Crown Canada's Claims Policy & Process
  - ii) Six Nations of the Grand River v. Canada and Ontario
  - iii) Exploration
  - iv) Negotiations

Map: Six Nations of the Grand River ....back inside cover

For more detailed information, please visit: www.sixnations.ca/LandsResources

revised: March 2015

1. SIX NATIONS LANDS AND RESOURCES DEPARTMENT

A. Introduction (Archival Research, Development of Land Claims)

The Six Nations Land Claims Research Office was established about the same time as the creation of the Office of Native Claims in 1974. As of August 1, 2003, the Six Nations Land Claims Research Office was restructured and became the Six Nations Lands and Resources department. The Lands and Resources Department now consists of the Land Research Unit, the Land Use Unit, and the Wildlife Management Office. The Six Nations Lands and Resources Department continues to investigate and report to the Six Nations Council, breaches of the Crown's fiduciary obligation to manage Six Nations' lands and resources in the best interest of the Six Nations. In the development of land claims, four main areas of investigation are:

i) Were the terms of the October 25, 1784 Haldimand Treaty and other Treaties fulfilled and honoured;
ii) Were the alienation of portions of the Six Nations tract undertaken lawfully;
iii) Were the terms and conditions of the alienation fulfilled; and
iv) Were the financial assets derived from the land alienations properly accounted for and maximized to benefit the Six Nations of the Grand River Indians?

This investigation involves archival researching into the ancestral/treaty lands of Six Nations including those conferred to Six Nations on October 25, 1784 by the Haldimand Treaty. The Haldimand Treaty authorized Six Nations to take possession of and settle upon the Banks of the Grand River from Lake Erie to its source being six miles on each side of the River (to be held in trust by the Crown) comprising a total of approximately 950,000 acres. The lands were granted in partial recognition of the loss sustained by the Six Nations in the aftermath of their alliance with the British Crown during the American War of Independence.

As set out in the grant of land, the Crown had a duty to protect Six Nations' lands for their sole use. In many cases, not only did the Government fail to do so, the officials of the Crown actively encouraged settlement upon those lands. As a result of this intrusion, the lands became unsuitable as hunting grounds and Six Nations was forced to find alternate means of support.

B. Crown Canada (Land Claims Process)

In July 1973, the Office of Native Claims, within Indian and Northern Affairs Canada, was created to review claims with Native Groups. Canada's Specific Claims Policy "Outstanding Business" was created in 1982 to address the many illegal acts and injustices attributable to the Crown in Right of Canada and its Agents.

Canada's Specific Claims Policy was amended on April 25, 1991, which included: the formation of an Indian Specific Claims Commission and the acceptance of pre-Confederation claims. There have been only 370 claims settled since 1973 and a small percentage of those claims have been settled through negotiations or resolved by courts. In 2007, a Specific Claims Action Plan was launched to alter the way Specific Claims are handled to improve and speed up the process. As a result of this action plan, a Specific Claims Tribunal Act came into effect in October, 2008.

There are four scenarios in which a First Nation can file a claim with the Tribunal if they choose to:

- if a claim has not been accepted for negotiation by Canada
- if Canada fails to meet the three-year time frame set out in the legislation for assessing claims
- at any stage in the negotiation process if all parties agree
- if three years of negotiations do not result in a final settlement.

There is also a limit on the award of compensation of $150 million per individual claim, nor can it award punitive damages, compensation for cultural or spiritual losses or non-financial compensation. Six Nations would also have to withdraw all claims submissions prior to 2008 and re-submit them with new evidence or allegations to be considered for the Tribunal.

Some Quick Facts on the History of Canada's Land Claim System:

- **1947** • It was recommended by the Special Joint Committee of the Senate and the House of Commons that a commission be set up to settle claims.
- **1973** • The "Specific Claims Policy" was developed by Canada as an alternative to litigation.
- **1979** • It was recommended that an independent body be created to resolve land claims. It was a conflict of interest to have the government involved in resolving land claims against itself.
- **1991** • An Indian Specific Claims Commission was established to provide mediation and conduct reviews dealing with rejected claims outside the courts.
- **1998** • It was recommended by a Joint First Nations/Canada Task Force on Specific Claims Policy reform to create an independent claims commission and tribunal to help resolve disputes.
- **2007** • June – It was proposed by the Federal Government that major reforms of the specific claims process be conducted, including a creation of an independent tribunal, faster processing of claims, and better access to mediation.
- **2008** • A Specific Claims Tribunal Act was developed between the Canadian Government and the AFN and introduced in the House of Commons and came into effect in October.

For more information: www.aadnc-aandc.gc.ca

C. Crown's Trusteeship (Fiduciary Responsibility of the Crown) & (Six Nations' Trust Funds Management)

Throughout Six Nations' history, the Crown had a responsibility to uphold various *Proclamations, Royal Instructions and Legislation* issued to manage and protect Six Nations' interests. Some of these documents also outline the requirements for the alienation of Indian lands, which were not followed or enforced. The requirements include items such as a descriptive plan to be signed, witnessed and attached to the surrender; an *Order-in-Council*, wherein the Crown formally accepted and sanctioned the surrender, was to be passed; and Six Nations were to publicly agree to these surrenders.

Crown Canada (Federal) has, since the late 1700's, held trust property on behalf of Six Nations. In order to provide a permanent means of economic support for Six Nations, any income earned for monies received from any sales or leases of land, royalties or fees under permits or licenses for gas extraction, gypsum mining and timber cutting, etc. was to be held by the Crown in trust to comprise returns on investments for Six Nations.

Crown Ontario (Provincial) has, since 1867 assumed ownership of all lands, mines, minerals and royalties being Province of Ontario. Six Nations by investigation and research have discovered numerous examples of improprieties and mismanagement by the governments for whose acts or omissions the Federal and Provincial governments are responsible.

Today, Six Nations have approximately 45,482.951 acres out of approximately 950,000 acres of land. As of December 31, 2014, the Trust Fund Account for Six Nations was $2,330,637.26. Since 1784, more than 900,000 acres of land have been lost. Other lands were leased out of economic necessity. Proceeds from the disposal of these lands together with other Six Nations properties, should have received a proper return on the investment of those proceeds and should have yielded a substantially larger sum of money in the trust accounts administered by the Crown than the amount referred to above. This demonstrates that the trust property has been substantially depleted.

D. Outstanding lawful Obligations (Six Nations' Claims Developed)

Some First Nations' grievances occurred back a century or more, while some are more recent. Under the terms of the *Indian Act*, between 1927 and 1951, First Nations were not able to hire lawyers to bring claims against the Crown without the Government's permission. Those provisions of the *Indian Act* were repealed and First Nations were then able to pursue their grievances against the Government.

If an outstanding lawful obligation is found and damages are owed, Crown Canada offers to negotiate a settlement with First Nations.

Under the prior system, the Government was the sole judge on the amount and type of award. Under the new system, Superior Court Judges decide on validity of claim and how much will be awarded. The awards have a limit and because of this limit, they are not deemed appropriate to Six Nations' Claims.

E. Six Nations' Claims (Basis & Allegations)

Six Nations' claims are based on *Canada's Specific Claims Policy* which discloses outstanding "lawful obligations" on the following breaches:

a) a failure to fulfil a legal obligation of the Crown* to provide lands or other assets under a treaty or another agreement between the First Nation and the Crown;

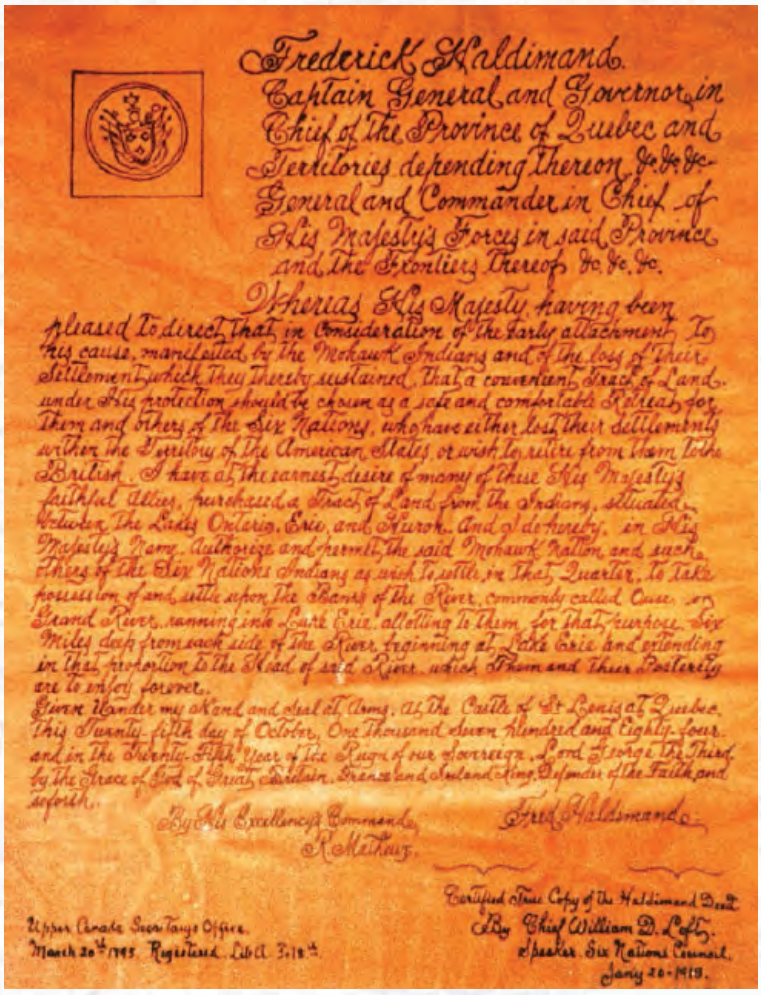
b) a breach of a legal obligation of the Crown* under the Indian Act or any other legislation pertaining to Indians or lands reserved for Indians of Canada or of a colony of Great Britain of which at least some portion now forms part of Canada;

c) a breach of a legal obligation arising from the Crown's provision or non-provision of reserve lands, including unilateral undertakings that give rise to a fiduciary obligation at law, or its administration of reserve lands, Indian moneys or other assets of the First Nation;

d) an illegal lease or disposition by the Crown of reserve lands;

e) a failure to provide adequate compensation for reserve lands taken or damaged by the Crown or any of its agencies under legal authority; or

f) fraud by employees or agents of the Crown in connection with the acquisition, leasing or disposition of reserve lands.



Frederick Haldimand.
Captain General and Governor in Chief of the Province of Quebec and Territories depending thereon &c. &c. &c.
General and Commander in Chief of His Majesty's Forces in said Province and the Frontiers thereof &c. &c. &c.

Whereas His Majesty having been pleased to direct that in consideration of the early attachment to his cause, manifested by the Mohawk Indians and of the loss of their Settlement which they thereby sustained, that a convenient Tract of Land under His protection should be chosen as a safe and comfortable Retreat for them and 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 faithful 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 others of the Six Nations Indians as wish to settle in that Quarter, to take possession of and settle upon the Banks of the River commonly called Ouse or Grand River, running into Lake Erie, allotting to them for that purpose Six Miles deep from each side of the River beginning at Lake Erie and extending in that proportion to the Head of said River, which them and their Posterity are to enjoy forever.

Given Under my Hand and Seal at Arms, at the Castle of St Louis at Quebec, this Twenty-fifth day of October, One Thousand Seven hundred and Eighty-four, and in the Twenty-Fifth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain, France and Ireland King, Defender of the Faith and so forth.

By His Excellency's Command
R. Mathews.

Fred Haldimand.

Certified True Copy of the Haldimand Deed
By Chief William D. Loft.
Speaker Six Nations Council.
Jany 20-1919.

Upper Canada Secretary's Office.
March 20th 1795. Registered. Lib A. Fol 18th.

The Crown had an obligation to fulfill the terms & conditions of the Haldimand Treaty of ***October 25, 1784***

The following is a list of the twenty-nine (29) land claims filed against the Crown seeking resolution (in date order):

1	Canadian National Railway Right-of-Way, Oneida Township - **settled**	Nov. 4, 1980
2	Innisfil Township - 900 acres	Jan. 21, 1982
3	East Hawkesbury Township - 4,000 acres	Oct. 18, 1984
4	Block #5, Moulton Township - 30,800 acres	Oct. 18, 1984
5	Hamilton-Port Dover Plank Road, Seneca & Oneida Townships	Jun. 18, 1987
6	Welland Canal (Feeder Dam) - 2,415.60 acres	Jan. 21, 1988
7	Block #6, Canborough Township - 19,000 acres &	Sep. 20, 1988
	Federal Government responsibility	Feb. 17, 1989
8	Johnson Settlement, Brantford Township - 7,000 acres	Jan. 19, 1989
9	Burtch Tract, Brantford Township - 5,223 acres	Apr. 20, 1989
10	Ordnance Reserve - Lots 25 & 26, Con. 4, Port Maitland, Dunn Township	Jul. 21, 1989
11	1841 Purported General Surrender	Sep. 28, 1989
12	Eagle's Nest Tract, Brantford Township - 1,800 acres	Sep. 28, 1989
13	Onondaga Township - Lots 10-14, Con. II, & Lots 6-15, Con. III - 2,000 acres	Mar. 15, 1990
14	Martin's Tract, Onondaga Township - 1,500 acres	Apr. 19, 1990
15	Oxbow Bend, Brantford Township - 1,200 acres	Jul. 19, 1990
16	Oneida Township	Sep. 20, 1990
17	Canadian National Railway Right-of-Way, River Range, Onondaga Township	Apr. 18, 1991
18	Cayuga Township South Side of the Grand River	Jun. 20, 1991
19	Grand River Navigation Company (Land Grants) - 368 7/10 acres	Apr. 16, 1992
20	Bed of the Grand River and Islands thereon	Jul. 16, 1992
21	Tow Path Lands	Oct. 19, 1992
22	Exploration of Oil & Natural Gas underlying the Six Nations Reserve	Jan. 21, 1993
23	Source of the Grand River	Apr. 2, 1993
24	Six Nations Investments in Custody of Coutts and Company	Aug. 19, 1993
25	Misappropriation of Six Nations Funds by Samuel P. Jarvis	Apr. 21, 1994
26	The Right to Hunt and Fish	Oct. 24, 1994
27	Compensation for Lands Included in Letters Patent No. 708 dated Nov. 5, 1851 Brantford Town Plot	Dec. 19, 1994
*28	Compensation for Lands Patented to Nathan Gage on February 25, 1840 Re: Brantford Town Plot	Feb. 27, 1995
*29	Compensation for Lands Included in Letters Patent No. 910 dated July 12, 1852 Re: Brantford Town Plot	May 18, 1995

***Six Nations formally submitted two additional claims in 1995. Canada refused to accept these two additional claims for review under their Specific Claims Policy.**

As of 1995, until present day, all of the above-noted claim files were closed by Aboriginal Affairs and Northern Development Canada (AANDC). This does not meand these claims are invalid or have been rejected. Nor does it mean that the list of claims is complete. There are many more potential claims that require additional research.

The following are brief summaries of the before mentioned claim submissions and are subject to change as additional research may be acquired:

1. Canadian National Railway Right-of-Way, Oneida Township - settled

The Hamilton and Lake Erie Railway was incorporated on December 24, 1869, by *An Act to authorize the construction of a Railway from some point in the City of Hamilton to Caledonia*, which reads "the said company hereby incorporated… shall have full power under this Act to construct a railway…with full power to acquire the necessary lands for that purpose." On October 7, 1871, James Turner advised Joseph Howe that "in completing survey of line…serious damage will be done to a large number of farms in the Township of Oneida…which would be avoided were the line run a little to the westward…between the Indian Reserve and the rest of the township." During a Council Meeting on March 7, 1872, "the Speaker rose and said in reference to the proposed right of way, it is unecessary to have a Meeting, as the Council w^{d} not consent to grant it." Then on September 23, 1873, "there will be no necessity to take a Surrender from the Indians of those lands as the Law authorizes a Railway Company to take all lands required for the purposes of the Railway."

The minutes of the Board of the Hamilton and Lake Erie Railway Company meeting, of March 22, 1875, are as follows:

> "The President explained that he had attended the Conference with the Chiefs of the Six Nation Indians & had succeeded in obtaining a Grant of the Right of Way through their Land on consideration of the Company issuing Half fare tickets to the Indians for all time to come. Thereafter, to the motion of Mr Copp, seconded by Mr Williams, it was unanimously Resolved, "That in consideration of the Land required for the purposes of this Company for their Right of Way and Station Grounds in the Indian Reserve Lands in the Township of Oneida in the County of Haldimand, being granted to this Company, The Company Do Grant to all adult Indians of the Six Nations residing upon the Indian Reserve in the Counties of Haldimand and Brant, for all time to come, the privilege of being carried as Passengers from any Station to any other Station on the Line of the Railway of the Company, lying between the waters of Burlington Bay and the waters of Lake Erie by any of the ordinary Passenger Trains of the Company, at one half the usual & ordinary rate of fare for Passengers, & that an Agreement embodying the terms of this resolution be executed by the Company."

This offer was accepted by the Council on April 2, 1875, as recorded in the following minutes:

> "The Speaker rose, and reported the decision of The Council, that the right of way through the Township of Oneida, according to the plan of Survey produced, be granted to the Hamilton and Lake Erie Railway Company free of any charge, in consideration of passing members of the Six Nations over said Railway at half rates for all time to come."

However, through a letter of August 14, 1875, "the condition proposed by the C^{o}. that they will carry members of the Six Nation Indian Community at half fare over the road, cannot be entertained. Any land required for a right of way by the C^{o}. must be paid for in the usual way & as regulated by the 25th Sec. of Act 31 Vic., Cap. 42."

In 1895, "the area of land originally taken for Right of Way is shown in the correspondence of record to have been 89.12 acres, valued at \$16^{00} per acre = \$1,425.92." Demands were made to obtain payment, but were ignored by the railway company.

In 1903, the Grand Trunk Railway Company, which had taken over the previous railway companies, required a small portion of Reserve land to build a siding. This activated the Indian Department to press for payment, and after threatening court action, the Company forwarded to the Secretary, Department of Indian Affairs, a Voucher on February 24, 1904, for the sum of \$2,287.16, being the original valuation computed with interest. This was placed to the credit of the Six Nations on March 24, 1904. On June 24, 1904, Letters Patent No. 13856 was issued to the Grand Trunk Railway Company conveying the land to the Company.

This land, being part of the Six Nations Reserve, was never surrendered to the Crown. On November 4, 1980, Six Nations Council filed a claim with the Minister of Indian Affairs for the unauthorized taking of reserve land.

The Government established a specific claims policy, where a claimant band could establish that their reserve lands were never lawfully surrendered, or otherwise taken without legal authority. The band shall be compensated either by the return of those lands or by payment of the current, unimproved value of the lands. In any settlement of specific native claims, the Government will take third party interests into account. As a general rule, the Government will not accept any settlement which will lead to third parties being dispossessed.

On June 8, 1983, the Minister accepted Six Nations claim as eligible for negotiation in accordance with the provisions of the Government's specific claims policy.

In December, 1984, the Six Nations Council reached a tentative agreement with the Federal Government for the unauthorized transfer of the land, being used by the Canadian National Railway, running along the Eastern limit of the reserve. Consequently, it became necessary to arrive at a monetary value of the claim. After prolonged negotiations an amount of $610,000.00 was agreed upon. However, rather than take a cash settlement, the Six Nations Band Council has taken options on three (3) parcels of land, the value of which, together with expenses incurred amounts to the total agreed upon.

Terms of Settlement

In January, 1985, and under the terms of proposed settlement, Canada agreed to complete the purchase of and set aside land as an addition to the Six Nations Reserve No. 40.

The Six Nations Band Council will also have the first chance to purchase the said railway lands if they are no longer used for railway purposes and are re-acquired by Canada. Furthermore, nothing in this claim settlement shall affect any rights the band may have in any other lands except the described railway lands.

A survey of the lands were undertaken and the Six Nations Band Council therefore called for a surrender vote, under Section 39 of the Indian Act, of the Band's interest in the railway lands consisting of 80.616 acres upon the condition of having the 259.171 acres added to the Six Nations Reserve.

On November 2, 1985, a referendum was held with the results in favour. However, a majority of the electors did not vote, thus a second referendum was held on December 7, 1985, accepting the terms and conditions of the Railway Land Claim Settlement Agreement.

By an Order-in-Council P.C. 1987-687, dated April 2, 1987, the 259.171 acres were added to the Six Nations Indian Reserve No. 40. (See Map: Lands acquired for Six Nations).



CNR Settlement lands
located in Onondaga Township

2. Innisfil Township [Simcoe County, W. of Lake Simcoe & Cooks Bay] – 900 acres

3. East Hawkesbury Township [Prescott & Russell County, S. of Ottawa River] – 4,000 acres

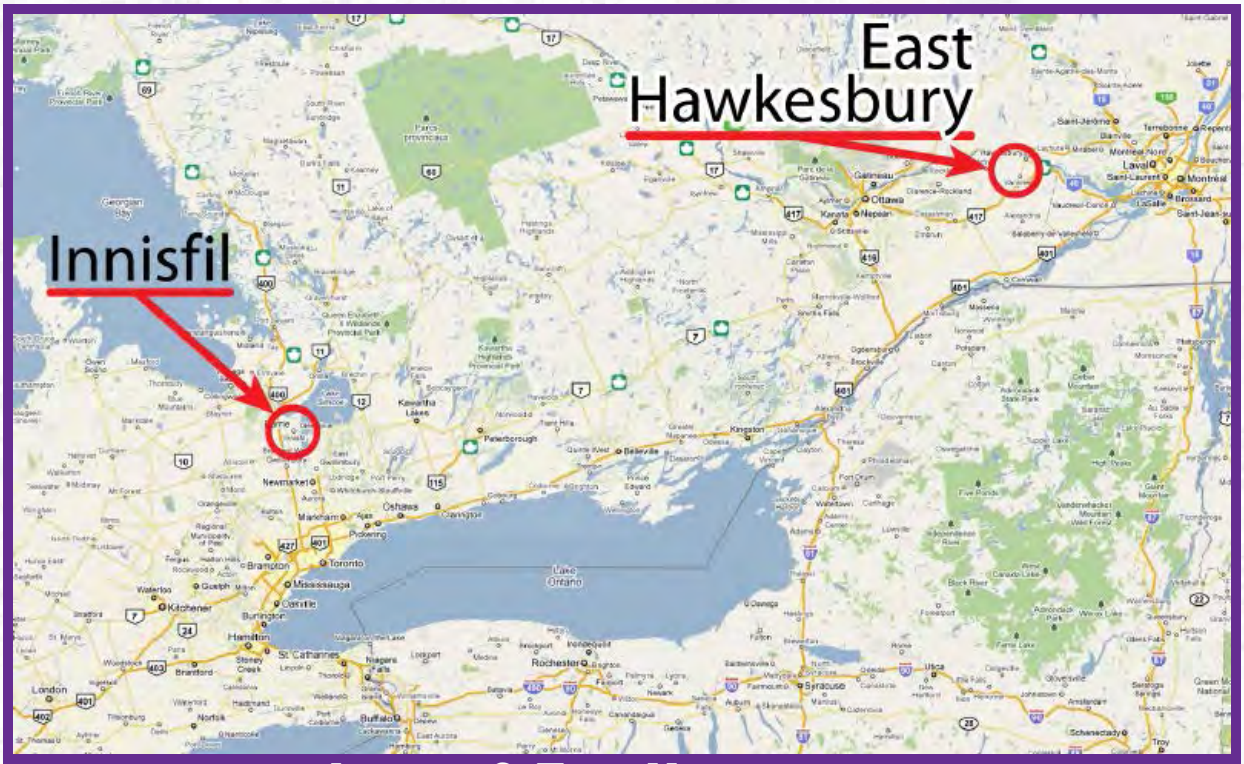
Colonel William Claus throughout his career was a Crown appointed official with many titles; below is a list that shows his dual acting Government appointed positions acting on behalf and for the benefit of Six Nations and the Government of the day:

Deputy Superintendent of Six Nations	Oct. 1796 to 1826
Six Nations Trustee	Feb. 5, 1798 to Nov. 11, 1826
Deputy Superintendent General of Indian Affairs & Deputy Inspector General of Indian Affairs	Sept. 30, 1800 to Nov. 11, 1826
Member of Executive Council	Feb.1818 to Sept. 1824
Member of Legislative Council	Feb.1812 to Nov.12, 1826

The Executive Council of Upper Canada reported on the history and present state of the trusts accounts created for Six Nations on May 14, 1830. This Executive Council could not ascertain how the trust accounts were managed for Six Nations by Colonel William Claus. It was reported, that upon the death of Colonel Claus, his son, John Claus was confirmed as the solicitation in the appointment of Trustee by the late Lieutenant Governor Sir Peregrine Maitland. The Executive Council recommended further investigation into the trust accounts.

James Givins, Chief Superintendent of Indian Affairs, in a letter dated December 31, 1830, reported that the Lieutenant Governor had been authorized by John Claus to liquidate the debt of about £5,000, which Colonel William Claus owed to Six Nations, by appropriating the whole of his Estate to Six Nations.

By three separate surrenders all dated June 6, 1831, John Claus (Colonel William Claus' son) conveyed 900 acres in Innisfil Township and 2,800 acres in East Hawkesbury Township to Six Nations, and Catherine Claus (Colonel William Claus' widow) conveyed 1,200 acres in East Hawkesbury Township to Six Nations.



Innisfil & East Hawkesbury

On September 23, 1831, Bernard Turquand, Accountant, under the intimation of the Lieutenant Governor, issued a statement on the financial affairs of Six Nations. Turquand found that the sum of at least £5,641.1.4 ½ (provincial currency) could not be accounted for by John Claus and charged the same to the estate of the late Colonel William Claus.

Between 1840 and 1860, the Innisfil Township lands were sold and between 1847 and 1878, the East Hawkesbury lands were sold.

On November 7, 1851, J.S. Macdonald, Solicitor General, advised Lieutenant Colonel R. Bruce, Superintendent General of Indian Affairs, that he was acting as defense for the parties in East Hawkesbury and Innisfil Townships in the action to have the parties ejected from the lands which they had acquired from the Indian Department. The action had been brought forward by Mr. and Mrs. Dickson of Niagara.

Solicitor General Macdonald advised that it had been agreed upon by the plaintiff's attorney and himself, that one of the actions would be tried and if the judgment was in the plaintiff's favor, such judgment would determine the whole and the plaintiff would be at liberty to take possession of all the lands, as if judgment had been obtained in all the actions, unless a satisfactory arrangement could be made with the Department within four months after such final judgment.

In 1852, the Court of Upper Canada, Queen's Bench, held in a test case (Dickson v. Gross) that the title of one of the purchasers to a part of the Innisfil lands was defective because John Claus did not have proper title in 1831 in order to be able to convey the lands to Six Nations. The Court held that such title had resided in the William Claus Estate and not in John Claus personally.

On January 20, 1853, Alexander Stewart, at the request of Six Nations, advised the Honourable Colonel Bruce, Superintendent General of Indian Affairs, that Six Nations objected to any payment being made out of their funds to the heirs and devisees of Colonel William Claus.

On February 7, 1853, a Committee of the Executive Council of Canada reported to the Governor General that in regard to the action brought by Walter Dickson, representative of several heirs of Colonel William Claus, judgment had been given in favor of the plaintiff Dickson.

The Committee thought that by reaching a compromise with Colonel William Claus heirs' and devisees' claim to the lands in Innisfil and East Hawkesbury Townships, by perfecting the title of the Crown for Six Nations that the best interests of Six Nations had been taken into consideration. The Committee also thought that the direction pursued had enabled the Indian Department to settle the various and complex claims that would have been presented against them for a less sum than if any other course had been followed.

From 1831 to 1851, Six Nations Trust Funds were used to pay land taxes on the Innisfil and East Hawkesbury lands.

From 1847 to 1921, sums were paid out of the Six Nations Trust Funds: Costs of the 1852 Court Action awarded against the defendants, other expenses of the defendants, and £5,000 to release any interests which the Colonel Claus Estate might have in the Innisfil and East Hawkesbury lands.

Allegations

There is no lawful surrender from Six Nations to the Crown for the sale of Six Nations lands in Innisfil and East Hawkesbury Townships.

Six Nations is not liable to pay land taxes on Indian lands. Six Nations is entitled to be reimbursed with interest the sums paid for land taxes from 1831 to 1851 on the Innisfil and East Hawkesbury lands and should receive full and fair compensation.

As Six Nations is not liable for matters resulting from the incompetence of Crown Officials, Six Nations should be reimbursed with interest the sums paid to obtain lawful title to the Innisfil and East Hawkesbury lands.

4. Block No. 5, Moulton Township - 30,800 acres

Joseph Brant's Power of Attorney of November 2, 1796 did not authorize the purported surrender of Block No. 5.

Nevertheless, on February 5, 1798, a major part of Block No. 5 consisting of approximately 30,800 acres was purportedly surrendered and patented to William Jarvis for a security of £5,775 (provincial currency).

On June 24, 1803, the Executive Council of Upper Canada reported that William Jarvis had not executed security for the payment of Block No. 5. The Executive Council conceived that Mr. Jarvis could not pay for the block and recommended that the Six Nations instruct their Trustees accept a release from Mr. Jarvis. On Mr. Jarvis' release of Block No. 5 the Executive Council advised that it would return the land to Six Nations.

Six Nations meeting in Council on August 17, 1803, agreed that William Jarvis had not complied with his contract for Block No. 5 and the block should revert back to Six Nations.

In May, 1807, William Claus, Deputy Superintendent General of Indian Affairs, reported to Six Nations that Lord Thomas Douglas, Earl of Selkirk was named the new purchaser of Block No. 5 and paid £600 of the purchase money to William Jarvis (being the amount Jarvis had paid). The £600 was to be deducted from Lord Selkirk's security price.

On January 15, 1808, Lord Thomas Douglas, Earl of Selkirk executed a mortgage wherein Earl of Selkirk agreed to pay £3,475 with 6% interest for Block No. 5. No terms are listed on this document. By 1836, the mortgage went into default.

By letter of October 16, 1909, Henry T. Ross, Assistant Deputy Minister of Finance, advised E.L. Newcombe, Deputy Minister of Justice, that nothing had been paid on Block No. 5 since the February 1853 payment of £400.

On November 19, 1993, John Sinclair, Assistant Deputy Minister, Claims & Indian Government, Indian and Northern Affairs, advised Chief Steve Williams of Six Nations, that Canada acknowledged it had breached a lawful obligation to Six Nations in relation to its administration of Indian funds or other assets by failing to enforce the Earl of Selkirk mortgage when the mortgage went into default in 1836.



Block 5, Moulton Township

Allegations

Block No. 5 was not lawfully surrendered.

Although Six Nations requested the return of Block No. 5 (Moulton Township) consisting of 30,800 acres it was never returned.

The Crown has not shown that all of the principal and interest owing from Block No. 5 was credited to the Six Nations Trust Fund Accounts.

The Crown has not shown that the mortgage for Block No. 5 was actually discharged.

5. Hamilton-Port Dover Plank Road, Seneca and Oneida Townships

From 1763 to 1982, Regulations, Instructions and Constitutional Rules pertaining to the alienation or dispossession of Indian lands were issued by the Crown. Subsequently, these Laws were not administered by the Government when dealing with Indian Lands.

On March 6, 1834, *An Act to authorize the construction of a Road from Hamilton, in the Gore District, to Port Dover in the London District* was passed. In accordance with this Act, the Commissioner was to empower to contract for a surrender of the land from persons who occupy, held possession of or interest in any of the Lands for the said new Road or Highway. Damages were also to be paid to the Claimant.

On January 16, 1835, Six Nations in Council, advised that they would permit leases for half a mile on each side of the Hamilton Swamp Road (Hamilton-Port Dover Plank Road).

On May 1, 1845, J.M. Higginson (Civil Secretary) reported to David Thorburn, Special Commissioner, that the land to the extent of half a mile in depth on either side of the Hamilton-Port Dover Plank Road was purportedly surrendered to the Crown in 1835 to enable the Lieutenant Governor, to grant leases of 21 years.

From approximately 1837 to 1953, the Crown sold lands, and letters patent were issued for the lands approximately half a mile on each side of the Hamilton-Port Dover Plank Road.

Allegations

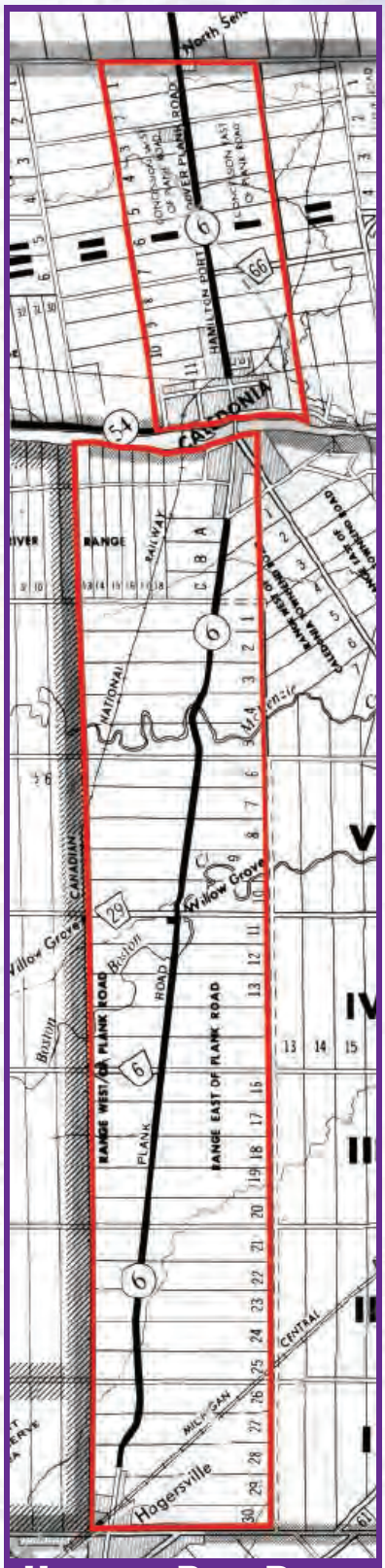
The Hamilton-Port Dover Plank Road which later became Highway 6 is located in the Townships of Oneida and Seneca. The lands used to construct the Hamilton-Port Dover Plank Road and the tier of lots on each side of the road consists of approximately 10,406.527 acres (deed plotted); 1,946.340 acres are in Seneca Township and 8,460.187 acres are in Oneida Township, including the Town plot of Caledonia.

There is no lawful surrender from Six Nations to the Crown for the lands taken for use of a road being the Hamilton-Port Dover Plank Road, or for the tier of lots on each side of the road.

Six Nations were deprived of continual rental revenues for the land and royalty revenues on the mineral resources there under or within the tier of lots on each side of the Hamilton-Port Dover Plank Road.

Six Nations never received compensation for the lands used to construct the Hamilton-Port Dover Plank Road, nor did they receive full and fair compensation for the tier of lots on each side of the road.

The Crown has not shown that all the purported sums paid on the tier of lots on each side of the Hamilton-Port Dover Plank Road were credited to the Six Nations Trust Fund Accounts.



Hamilton-Port Dover Plank Road

6. Welland Canal (Feeder Dam) – 2,415.60 acres

By Statute of January 19, 1824, the Welland Canal Company was incorporated to construct the Welland Canal. The statute provided that Six Nations was to be compensated if any part of the Welland Canal passed through Six Nations lands or if damage to the property or possessions of Six Nations was determined.

By Statute of June 9, 1846, the works of the Welland Canal were vested in the Province of Canada, with provision made for the determination of any unsettled claim for property taken, or for direct or consequential damages to property arising from the construction of public works including the Welland Canal.

By memorandum of November 2, 1883, J.H. Pope, Acting Minister of Railways & Canals, reported that lands in Dunn and Cayuga Townships had been submerged by the waters of the Welland Canal due to the construction of the Dunnville Dam which was raised to the height of five feet in 1829, one foot higher in 1830 and to its full height in 1835. Pope reported that in the years 1833, 1836, 1837, 1838 and 1849 compensation for damages to land improvements on 290 acres had been made to individual Indians, but no compensation was paid for the drowned land itself.

On January 27, 1890, the Deputy Minister of Justice was directed to submit to the Exchequer Court of Canada, Six Nations claim to the lands flooded by the Welland Canal.

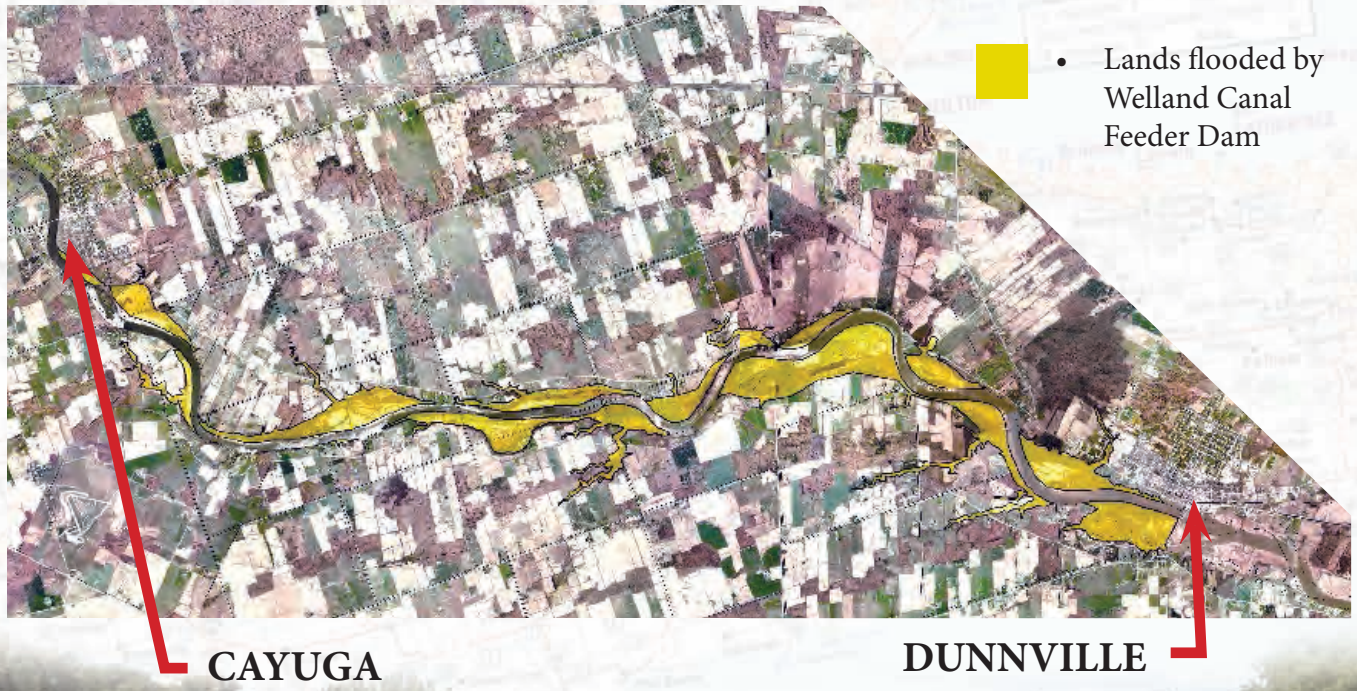
On February 7, 1890, Six Nations claim to the lands flooded by the Welland Canal was filed with the Exchequer Court of Canada. On October 7, 1987, Robert Biljan, Administrator, Federal Court of Canada, advised that the claim had been filed, but never placed before the Court.

The lands flooded by the Welland Canal also formed part of the court action taken by Six Nations on January 12, 1943.

On May 13, 1994, John Sinclair, Assistant Deputy Minister, Claims & Indian Government, Indian and Northern Affairs, advised Chief Steve Williams, that Canada had a lawful obligation for the Welland Canal Company's failure to compensate Six Nations for the loss of 2,415.60 acres of Six Nations reserve land due to flooding.

Allegations

Six Nations is entitled to full and fair compensation for 2,415.60 acres of land flooded by the Welland Canal Company.



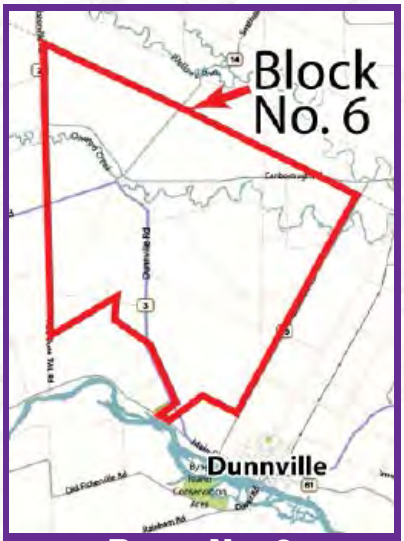
7. Block No. 6, Canborough Township – 19, 000 acres

Joseph Brant's Power of Attorney of November 2, 1796, did not authorize the purported surrender of Block No. 6.

Nevertheless, on February 5, 1798, part of Block No. 6 consisting of approximately 19,000 acres was purportedly surrendered and patented to Benjamin Canby for security of £5,000 (provincial currency).

On May 14, 1830, the Executive Council of Upper Canada reported that contrary to the express injunction of the Government, Benjamin Canby surreptitiously obtained the letters patent for Block No. 6 without having given the required security. The Executive Council recommended that a reference be made to the Crown Law Officers to ascertain if the Crown's letters patent accepted by Canby constituted a legal encumbrance on the Estate.

On January 30, 1843, Samuel P. Jarvis, Chief Superintendent of Indian Affairs, reported to the Commissioners on Indian Affairs, that nothing had been done on Block No. 6 since the Executive Council of Upper Canada's recommendation of May 14, 1830. Jarvis recommended that the Government take immediate steps to repeal the letters patent of Benjamin Canby unless his heirs complied with the terms of the grant and paid all the arrears of interest which had not been paid, for about forty years. Jarvis stated that the unpaid interest for forty years amounted to £12,000 and the principal was £5,000.



Block No. 6

Allegations

The Crown has not shown that all of the principal and interest owing from Block No. 6 was credited to the Six Nations Trust Fund Accounts.

The Crown has not shown that a mortgage for Block No. 6 was ever executed.

8. Johnson Settlement, Brantford Township – 7,000 acres

By Order-in-Council of October 4, 1843, the Crown acknowledged that the lands which comprised the Johnson Settlement tract, some 7,000 acres and other lands were reserved out of the lands purportedly to be surrendered for disposition to the Crown under the January 18, 1841 document. Six Nations had indicated their consent that these lands would be let on short leases.

Nevertheless, the Crown subsequently sold these lands and all of the proceeds from the sales were not paid to Six Nations. Six Nations have never consented to an absolute surrender of these lands.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

Six Nations were deprived of continual rental revenues by the Crown's sale of the lands in the Johnson Settlement. Six Nations did not receive full and fair compensation for the lands sold.

The Crown has not shown that all the purported sums paid were credited to the Six Nations Trust Fund Accounts.

9. Burtch Tract, Brantford Township – 5,223 acres

By a Report of a Committee of the Executive Council of Canada of August 3, 1843, approved by the Governor General on October 4, 1843, the Committee recommended that the following lands be considered and reserved for Six Nations:

- all the lands on the south side of the Grand River, excepting a tier of lots on each side of the Plank Road leading from Hamilton to Port Dover (a distance of more than twenty miles and containing approximately 55,000 acres) and lands lying between the Township of Cayuga and Burtch's Landing;
- All Six Nations members who are at present residing on the north side of the Grand River may remain to enjoy their improvements;
- a lot at Tuscarora on which a church was built;
- any further lands which the Six Nations wished to retain, the Committee also stated that it had no objection to leasing the Johnson Settlement and the other small tracts on short leases as mentioned in Six Nations Petition of June 24, 1843, and;
- in 1844, the lands forming the Burtch Tract were designated as being in the Township of Tuscarora and in 1846, the boundary line was changed making the Burtch Tract lands to form part of the Township of Brantford.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consisted of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations, nor for any portion of the lands not so reserved.

The Crown has not shown that all the purported sums paid were credited to the Six Nations Trust Fund accounts.

10. Ordnance Reserve, Lots 25 and 26, Concession 4, Port Maitland, Dunn Township

Lots 25 and 26, Concession 4, Dunn Township, containing approximately 75 acres, forms part of the lands in the Town of Port Maitland.

Lots 25 and 26, Concession 4, Dunn Township, at one point, was known as an Ordnance Reserve, and today is where the Town of Port Maitland stands.

In 1840, the Crown took possession of Lots 25 and 26, Concession 4, Dunn Township for "military purposes."

By Statute of February 10, 1840, the Crown was empowered to purchase or lease lands for military works provided proper compensation was made. The Statute provided that when land could not be obtained by consent, the Military could take possession of lands if first certified by the Commander of Her Majesty's Forces or if there was an enemy invasion.

From 1917 to 1940 the Crown issued free letters patent for parts of Lots 25 and 26, Concession 4, Dunn Township and some lands are unpatented to this day.

Allegations

Six Nations did not receive compensation for Lots 25 and 26, Concession 4, Dunn Township, containing approximately 75 acres.

11. 1841 Purported General Surrender

Throughout the late 1830's, Six Nations regularly made complaints to the Crown regarding the squatters who were unlawfully using the unsurrendered Six Nations tract and subsequently requested action be taken for their removal.

On January 5, 1841, Samuel P. Jarvis, Superintendent General of Indian Affairs, advised by letter to John Smoke Johnson, Peter Green, Peter Fishcarrier, Thomas Echo and others forming the deputation of Mohawk Chiefs, that the Lieutenant Governor was of the opinion that the only solution to prevent unlawful white settlement on their lands was for Six Nations to surrender their lands to the Government for disposition, with the exception of portions which Six Nations wished to retain for their own use. The Lieutenant Governor recommended that Six Nations adopt this course of action and asked Six Nations to immediately choose a tract for their future residence.

Samuel P. Jarvis wrote another letter on January 15, 1841 to the Chiefs of Six Nations; as it appeared, his letter of January 5, 1841 had been misinterpreted by Six Nations. Mr. Jarvis stated that by Six Nations disposing of all their lands, with the exception of those parts which they choose to occupy, their income would immediately be increased. Mr. Jarvis advised that the Government had no intention of removing any individual Indians from the lands they presently occupied. In all cases, removal would be voluntary. Mr. Jarvis stated that he would not recommend, nor would the Government approve, the removal of upwards of 2,000 white settlers from Six Nations lands. Mr. Jarvis recommended that Six Nations approve of the Government disposing, either by lease or otherwise, all their lands which could be made available with the exception of the farms at present in their actual occupation and cultivation and of 20,000 acres as a further reservation. The selection of the reservation was to be deferred until after a general survey of the tract when the position most advantageous to Six Nations could be more judiciously selected.

Then on January 18, 1841, a small deputation of Six Nations considered the proposal made by the Government, per letters of January 5 and 15, 1841. This document expressly excludes the lands known as Johnson Settlement and is signed by Moses Walker, John S. Johnson, Skanawate, Karokarentini, John Whitecoat and Peter Green, and witnessed by Jacob Martin, James Winniett and John W. Gwynne. This document and the letters of January 5 and 15, 1841, were registered in the Provincial Registrar's Office on November 1, 1844. A sketch or plan was not submitted to Six Nations showing precisely what lands were at issue; and in fact, none of the procedures that were required for the legal alienation of Indian lands were followed, nor were they attempted to be followed.

Soon after on February 4, 1841, Six Nations petitioned the Governor General against the alleged surrender. No authority was granted by Six Nations to sign such a document and the whole procedure was rushed by Mr. Jarvis so that many of the Chiefs never even knew what was being contemplated. This petition was signed by 51 Six Nations Chiefs and Warriors.

Six Nations once again petitioned Lord Charles Baron Sydenham, Governor General of British North America, on July 7, 1841 to disallow this purported surrender. The Chiefs stated that Mr. Jarvis intimidated those Indians into signing the document and they were not Chiefs.

Allegations

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations. The Royal Instructions and laws for the legal alienation of Indian lands were not followed.

There is no Order-in-Council approving of or accepting the purported surrender and no required plan or sketch was produced then or has been produced since, which specifically identifies what, if any, lands are effected.

Promises and conditions made in the January, 1841, meetings have never been fulfilled and the Crown breached their fiduciary trust to the Six Nations.

12. Eagles Nest Tract, Brantford Township – 1,800 acres

By Order-in-Council of October 4, 1843, the Crown acknowledged that the lands which comprised the Eagles Nest Tract, some 1,800 acres and other lands were reserved out of the lands purportedly to be surrendered for disposition to the Crown under the January 18, 1841 document. Six Nations had indicated their consent that these lands would be let on short leases. Nevertheless, the Crown subsequently sold these lands and all of the proceeds from the sales were not paid to the Six Nations. Six Nations have never consented to an absolute surrender of these lands.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

Six Nations were deprived of continual rental revenues by the sale of the lands in the Eagles Nest Tract to be reserved for leasing purposes. Six Nations did not receive full and fair compensation for the lands sold.

The Crown has not shown that all the purported sums paid were credited to the Six Nations Trust Fund Accounts.

13. Onondaga Township: Lots 10 - 14, Conc. II & Lots 6 - 15, Conc. III – 2,000 acres

In a petition dated June 24, 1843, the Chiefs of Six Nations reserved for their future residence all the lands on the south side of the Grand River lying between the Township of Cayuga and Burtch's Landing except a tier of lots on each side of a contemplated Plank Road and on the north side of the Grand River, including Onondaga Township lands presently occupied by members of Six Nations.

In a report of the Committee of the Executive Council of Canada of August 3, 1843, the Committee recommended that lands on the north side of the Grand River resided upon and improved by members of Six Nations (Onondaga Township) not be considered within the purported surrender and be reserved for Six Nations.

Subsequently the Order-in-Council dated October 4, 1843, acceded to the request by Six Nations to have the lands as petitioned for on the north side of the River reserved for them in Onondaga Township.

On December 13 & 18, 1844, Six Nations reaffirm their wish to retain 3,600 acres in Onondaga Township.

Once again on January 20, 1845, Six Nations confirm their wish to retain 3,600 acres in Onondaga Township. David Thorburn, Special Commissioner, reports that if 3,600 acres are reserved on the north side, an equal amount shall be deducted from the General Reserve on the south side.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

Lots 10-14, Concession II and Lots 6-15, Concession III in the Township of Onondaga were to form a part of the area to be reserved for the Six Nations Indians.

These lands were never included in the purported surrender of 1841. There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

14. Martin's Tract, Onondaga Township – 1,500 acres

In a petition dated June 24, 1843, the Chiefs of Six Nations reserved for their future residence all the lands on the south side of the Grand River lying between the Township of Cayuga and Burtch's Landing except a tier of lots on each side of a contemplated Plank Road and on the north side of the Grand River, lands presently occupied by the members of Six Nations. Six Nations also reserved the unoccupied lands in the Martin Settlement may be let at short leasing purposes.

Order-in-Council dated October 4, 1843, confirms the leasing for short term periods, the area identified as the Martin Tract.

Mr. David Thorburn, Special Commissioner for Six Nations, enclosed the results of Six Nations Council meeting of November 9, 1844, wherein they unequivocally state that they wanted the Martin Tract let on short term leases, which affirms their desire throughout the years.

Subsequently, on April 1, 1848, Sheriff, E. Cartwright Thomas, reports that squatters on Indian lands, through Government inducements for them to reside, will have their interests protected.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

The Martin Tract in Onondaga Township was a part of the land set aside for the Six Nations of the Grand River Indians.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

Six Nations were deprived of continual rental revenues by the sale of the lands in the Martin Tract that were to be reserved for leasing purposes. Six Nations did not receive full and fair compensation for the lands sold.

The Crown is specifically and lawfully responsible for the Six Nations of the Grand River Indians and for the 1,500 acres at issue and has not shown that all the purported sums paid were credited to the Six Nations Trust Fund Accounts.

15. Oxbow Bend, Brantford Township – 1,200 acres

In a petition dated June 24, 1843, the Chiefs of Six Nations reserved for their future residence all the lands on the south side of the Grand River lying between the Township of Cayuga and Burtch's Landing except a tier of lots on each side of a contemplated Plank Road and on the north side of the Grand River, lands presently occupied by the members of Six Nations. Six Nations also reserved the Oxbow Bend for the purpose of short term leases.

Order-in-Council dated October 4, 1843, confirms the leasing for short term periods, the area identified as the Oxbow Bend.

Mr. David Thorburn, Special Commissioner for Six Nations, enclosed the results of Six Nations Council meetings wherein they unequivocally state that they wanted Oxbow Bend let on short term leases, which affirms their desire throughout the years.

Subsequently, on April 1, 1848, Sheriff, E. Cartwright Thomas, reports that squatters on Indian lands, through Government inducements for them to reside, will have their interests protected.

Allegations

In or about 1843, the Crown reserved specific lands for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

The Oxbow Bend, Brantford Township, was a part of the land set aside for the Six Nations of the Grand River Indians.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

Six Nations were deprived of continual rental revenues by the sale of the lands in the Oxbow Bend that were to be reserved for leasing purposes. Six Nations did not receive full and fair compensation for the lands sold.

The Crown is specifically and lawfully responsible for the Six Nations of the Grand River Indians and for the 1,200 acres at issue and has not shown that all the purported sums paid were credited to the Six Nations Trust Fund Accounts.

16. Oneida Township

In a petition dated June 24, 1843, the Chiefs of Six Nations reserved for their future residence all the lands on the south side of the Grand River lying between the Township of Cayuga and Burtch's Landing (includes Oneida Township).

Order-in-Council dated October 4, 1843, is passed acceding to the lands as petitioned by Six Nations on the south side of the Grand River as being reserved for them. Thus, Oneida Township being on the south side of the Grand River and lying between Burtch's Landing and Cayuga is considered as not having been surrendered, but reserved.

A Public Notice is then issued on March 28, 1844, relative to Six Nations lands stating that the lands on the south side of the Grand River between the Townships of Brantford and Cayuga, with the exception of one Concession on either side of the Plank Road, between the Caledonia Bridge and the Southern limits of the Indian lands, are set apart for the exclusive occupation of the Six Nations Indians.

Subsequently, on May 16, 1844, Samuel P. Jarvis, Chief Superintendent of Indian Affairs, reports on the petition by Mr. Robert Russell Bown on behalf of the squatters. Mr. Jarvis states that the lands from Burtch's Landing to Cayuga are reserved for the Indians by an Order-in-Council of October 4, 1843, cannot be disposed of in fee simple without obtaining the consent of the Indians.

Allegations

By Order-in-Council of 1843, the Township of Oneida was to form a part of the area the Crown reserved specific for Six Nations and as of 1995 the Six Nations Reserve consists of approximately 45,482.951 acres, being only a small portion of the lands said to be reserved for Six Nations.

The Township of Oneida on the south side of the Grand River is a portion of the Six Nations Tract that was never included in the purported surrender of 1841.

There is no lawful surrender from Six Nations to the Crown for the sale of any portion of the lands reserved for Six Nations.

Six Nations were deprived of continual rental revenues by the sale of the lands in the Oneida Township that were to be reserved for leasing purposes. Six Nations did not receive full and fair compensation for the lands sold.

The Crown is specifically and lawfully responsible for the Six Nations of the Grand River Indians and for the lands at issue and has not shown that all the purported sums paid were credited to the Six Nations Trust Fund Accounts.

17. Canadian National Railway Right-of-Way, Lots 45-61 River Range, Onondaga Township

On August 10, 1850, *An Act to authorize the formation of Joint Stock Companies for the construction of Roads and other Works in Upper Canada* was amended to include Rail-Roads or Tram Roads. Also on this date, *An Act for the protection of the Indians in Upper Canada from imposition, and the property occupied or enjoyed by them from trespass and injury* was sanctioned.

A Proclamation was issued on November 8, 1850, reserving certain lands in Onondaga Township being River Lots 45-61, Con. 3 in its entirety for the use and benefit of the Six Nations Indians exclusively.

On November 25, 1851, Directors of the Brantford & Buffalo Rail-Road Company requested David Thorburn, Special Commissioner to Six Nations, to aid their Contractors in the formation of a Railway through the Indian lands.

Colonel R. Bruce, Superintendent General of Indian Affairs, advised Mr. Thorburn, on June 19, 1852, that a free grant of reserved Indian lands for the railway could not be warranted and that Charles Bain, Director of the Grand River Navigation Company, is appointed the Arbitrator for settling the amount of compensation.

The Brantford and Buffalo Joint Stock Rail-Road Company changed its name to the Buffalo, Brantford and Goderich Railway Company on November 10, 1852.

An Act to incorporate the Buffalo and Lake Huron Railway Company with power to purchase from the Buffalo, Brantford and Goderich Railway Company their line of Railway, and for other purposes, was passed on May 16, 1856.

On June 13, 1863, Chiefs of the Six Nations Council questioned whether the Buffalo and Lake Huron Railway Company had paid for their Right-of-Way. William Spragge, Deputy Superintendent General of Indian Affairs, replied that they had not but negotiations were pending.

Thomas Short writes to Jasper T. Gilkison, Superintendent of Indian Affairs, on February 1, 1871, respecting the Right-of-Way by the Buffalo and Lake Huron Railway for which the Six Nations have not been paid.

On October 2, 1956, W.C. Bethune, Superintendent of Reserves and Trusts, reported to the Canadian National Railway the findings of the Dominion Public Archives that the Indians were not consulted as to the taking of these lands for Railway purposes; a price of $1,500.00 was paid on April 28, 1871; and no letters patent were ever issued for this Right-of-Way.

As of April 25, 1957, the Buffalo and Lake Huron Railway Company was now comprised in Canadian National Railways.

On November 2, 1990, Graham Swan, Director, Lands Directorate, Indian and Northern Affairs Canada, notified Six Nations Land Research Office that their office cannot locate any evidence of a license having been issued to the Canadian National Railway Company for the use of the subject Right-of-Way which crosses Lots 45 - 61 in the Township of Onondaga.

Allegations

Under the Provisions of the Indian Protection Act dated November 8, 1850, a Proclamation was issued reserving certain lands in Onondaga Township being River Lots 45 - 61 in its entirety for the use and benefit of the Six Nations Indians exclusively.

There has never been a surrender document obtained from Six Nations giving their consent to the railway Right-of-Way.

The Canadian National Railway has no license or lease for the lawful use of these lands, nor did their predecessors.

The Crown is specifically and lawfully responsible to Six Nations for the railway lands at issue.

The Crown is in breach of its trust by allowing Canadian National Railway to continue to occupy and use the said lands.

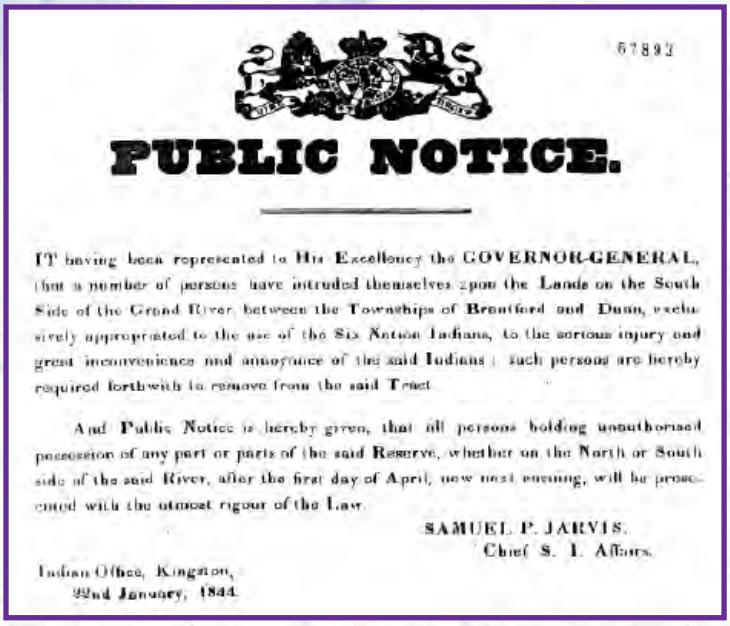
18. Cayuga Township South Side of the Grand River

A Purported Surrender No. 38, being an estimated 50,212 acres of land located in the Township of Dunn and parts of the Townships of Moulton, Canborough and Cayuga, was executed on February 8, 1834.

An Order-in-Council dated October 4, 1843, was passed stating that the Government has no interest or wish to procure the surrender of any portion of the land against the free wish of the Indians themselves, however injurious to them the large reservation may prove.

Samuel P. Jarvis, Chief Superintendent of Indian Affairs, on January 22, 1844, issued a Public Notice as represented by His Excellency the Governor General that all lands on the south side of the Grand River between the Townships of Brantford and Dunn are exclusively appropriated for the use of the Six Nations and that all such persons are hereby required forthwith to remove from the said Tract. These parts of Cayuga Township on the south side of the Grand River are de-surrendered in response to the Six Nations pressures to retain the Burtch Tract.

James M. Higginson, Superintendent General of Indian Affairs and Civil Secretary, on March 23, 1846 reports to David Thorburn, Superintendent of Six Nations that any lands relinquished in the Burtch Tract will be made up elsewhere to be reserved for the Six Nations on the south side of the Grand River.



57893

PUBLIC NOTICE.

IT having been represented to His Excellency the GOVERNOR-GENERAL, that a number of persons have intruded themselves upon the Lands on the South Side of the Grand River, between the Townships of Brantford and Dunn, exclusively appropriated to the use of the Six Nation Indians, to the serious injury and great inconvenience and annoyance of the said Indians: Such persons are hereby required forthwith to remove from the said Tract.

And Public Notice is hereby given, that all persons holding unauthorised possession of any part or parts of the said Reserve, whether on the North or South side of the said River, after the first day of April, now next ensuing, will be prosecuted with the utmost rigour of the Law.

SAMUEL P. JARVIS.
Chief S. I. Affairs.

Indian Office, Kingston,
22nd January, 1844.

David Thorburn writes J.M. Higginson on April 18, 1846, informing of his report as to the Burtch Tract not being reserved for the Six Nations even though the Chiefs are determined to retain the same. Thorburn reasons the Burtch Tract as being excluded from the forming of the reserve, as the lands in Cayuga Township on the south side of the Grand River were reserved for the Six Nations in exchange.

Allegations

The Township of Cayuga on the south side of the Grand River was de-surrendered by the Superintendent of Indian Affairs and reserved for the Six Nations in exchange for the Burtch Tract being excluded from forming part of Six Nations lands.

The Crown is specifically and lawfully responsible for the Six Nations and for the Cayuga Township lands.

19. Grand River Navigation Company (Land Grant) – 368 7/10 acres

On January 28, 1832, *An Act to Incorporate a Joint Stock Company, to Improve the Navigation of the Grand River,* was incorporated to make the Grand River more navigable and provide a better transportation route between the Feeder of Welland Canal to the City of Brantford. The Statute provided that any lands required by the Grand River Navigation Company (GRNC) had to be paid for before possession could be taken. The lands were to be valued by the parties or by Arbitration.

Free letters patent dated November 18, 1837, was issued to the GRNC for a tract in the Nelles Settlement in the County of Haldimand consisting of 368 7/10 acres which included a 36 acre portion of towing path lands along the Grand River from Cayuga to Caledonia. The 368 7/10 acres also formed part of the court action taken by Six Nations on January 12, 1943.

Allegations

There is no lawful surrender for sale from Six Nations to the Crown for 368 7/10 acres in the Nelles Settlement in the County of Haldimand.

Six Nations is entitled to full and fair compensation for the 368 7/10 acres expropriated by the GRNC.

20. Bed of the Grand River and Islands thereon

On October 15, 1792, *An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's Reign, intituled "An Act for making more effectual provision for the Government of the Province of Quebec, in North America," and to introduce the English Law as the Rule of Decision in all matters of Controversy, relative to Property and Civil Rights,* passed. In English Common Law, as relates to non-tidal waters (in Ontario all waters are non-tidal) land owners adjacent to non-tidal waters took title to the land under the water to the middle thread of the river or lake. Thus, the English Common Law principle of "ad medium filum aquae" applied.

On January 14, 1793, John Graves Simcoe, Lieutenant Governor, issued Letters Patent to Six Nations confirming to them and their heirs forever the lands as deeded them by Sir Frederick Haldimand.

The Courts held that the 1792 Act adopting English Common Law applied the rule "ad medium filum aquae" in non-tidal rivers whether they be navigable or not in the case of The Keewatin Power Company v. The Town of Kenora on January 22, 1908.

On March 24, 1911, Ontario enacted *"The Bed of Navigable Waters Act"*, which restricts the application of the rule "ad medium filum aquae" to non-navigable bodies of waters or streams.

Allegations

Six Nations are the owners of the Bed of the Grand River and Islands thereon based on the terminology used in the Haldimand Treaty and the Simcoe Patent as the bed to the middle thread of the Grand River passed with the granting of the shoreline property to Six Nations. This ownership is not affected by the Bed of the Navigable Waters Act.

21. Tow Path Lands

In a Statute dated January 28, 1832, the Tow Path lands (sixty-six feet in width along both sides of the Grand River) from the original Welland Canal Feeder Dam in Dunnville to the Village of Brantford, was reserved for the Grand River Navigation Company. The Statute directed that payment was to be made for the use of the Tow Path lands and provided for the expansion of the works from Brantford to Galt. The Tow Path lands were not for the general use of the public, but could be open on payment of dues.

On October 26, 1843, Thomas Parke, Surveyor General, advised that a reservation of one chain in width along both banks of the Grand River for a towing path would be made in all future descriptions of lands on the Grand River.

Allegations

Six Nations remain the owners of the Tow Path lands (one chain in width or sixty-six feet) on each side of the Grand River as reserved from alienation by legislation and directives of the Crown.

There has never been a surrender for the Tow Path lands allowing for the specific sale of these lands. In the alternative, Six Nations has not received full and fair compensation for the Tow Path lands.

22. Exploration of Oil & Natural Gas underlying the Six Nations Reserve

On May 20, 1925, Six Nations surrendered to the Crown for twenty years, the oil and gas rights under the Six Nations Reserve so that a twenty-year lease for the same could be granted to the Honourable Edward Michener.

On July 9, 1925, His Majesty the King executed a lease to the Honourable Edward Michener for the oil and gas under the Six Nations Reserve and on January 11, 1926, a revised lease was executed.

By Agreement of December 31, 1928, the Honourable Edward Michener assigned his rights to the Petrol Oil & Gas Company Limited (POG).

By Report of January 8, 1948, from J.S. Stewart & J.F. Caley, (Senior Geologists), it is stated that the royalty paid by POG was not as favourable to the Indians as that currently paid by other companies to farmers outside the reserve.

On February 25, 1970, H.T. Vergette, A/Chief Lands Division advised C.T.W. Hyslop, Acting Director, that POG had produced gas commercially from wells on the Six Nations Reserve from 1929 to 1970, although the surrender had expired in 1945. By Agreement of November 18, 1970, POG sold its assets to George Hyslop Construction Ltd.

Allegations

From July 15, 1945 to November 18, 1970, POG drilled wells and extracted natural gas from the Six Nations Reserve without any lawful entitlement or authority and without providing full and fair compensation to Six Nations for the gas so extracted.

23. Source of the Grand River

On October 25, 1784, Sir Frederick Haldimand, Captain General and Governor in Chief, issued a Proclamation authorizing Six Nations to take possession of and settle upon the Banks of the Grand River. The lands extending for six miles from each side of the river beginning at Lake Erie and extending in that proportion to the head of the Grand River, herein, members of Six Nations and their descendants were to enjoy forever. The lands under the Haldimand Treaty consisted of approximately 950,000 acres.

Subsequently, on January 14, 1793, John Graves Simcoe, Lieutenant Governor, issued a Patent which granted to Six Nations forever, "all of that territory of land forming part of the district lately purchased by the Imperial Crown from the Mississauga Nation, beginning at the mouth of the Grand River where it empties itself into Lake Erie, and running along the Banks of the Grand River for a space of six miles on each side of the river, or a space co-extensive therewith", and continuing along the Grand River to a place known by the name of the Forks, and from there along the main stream of the Grand River for the space of six miles on each side of the main stream, or for a space equally extensive therewith. The lands allocated to Six Nations under the Simcoe Patent consist of approximately 675,000 acres being only a portion of the Haldimand Treaty lands of 1784.

Allegations

The Crown failed to grant to Six Nations, by the Simcoe Patent, the lands extending to the head of the Grand River (located north of the present Township of Nichol) in the Township of Melancthon. The lands consisted of approximately 275,000 acres, which Six Nations were entitled to have reserved for them under the Haldimand Treaty.

24. Six Nations Investments in Custody of Coutts and Company

The Six Nations Trust Funds were managed by the following for the periods specified:

- from at least January 3, 1775 to February 5, 1798, by Officials of the Indian Department;
- from at least February 5, 1798 to November 1826, by Colonel William Claus, Official of the Indian Department and one of the Crown appointed Trustee;
- from November 1826 to 1830, it is not clear who, or if anyone, managed the funds after William Claus died in November 1826, as there are no financial statements for this period;
- from 1830 to 1844, by the Receiver General's Office in conjunction with the Crown appointed Trustees James Baby, George Herchmer Markland & John Henry Dunn who were appointed in April 1830 and dismissed in June 1839;
- from 1844 to 1847, by the Civil Secretary who was also the Superintendent General of Indian Affairs from February 1841 to June 1860 and the Clerk in the Indian Department, and;
- from 1847 to 1861, by Officials of the Province of Canada and Officials of the Indian Department.

On March 29, 1867, the British Crown transferred legislative authority for Indians and lands reserved for Indians to the Parliament of Canada. The Crown has not provided a full account of all receipts and expenditures.

From January 15, 1805 to June 24, 1817, the proceeds from the sale of Six Nations lands were invested in 3% British Consoles by Coutts and Company, a firm based in London, England. The Coutts and Company accounts show that £16,222.10.9 pounds Sterling (approximately $64,890.15) were used to purchase British Consoles valued at £25,738.14.5 Sterling (approximately $102,954.88) for the benefit of Six Nations.

From May 13, 1846 to June 24, 1847, Coutts and Company redeemed the 3% British Consoles and received £24,597.10.8 Sterling (approximately $98,390.13) which they reinvested in Upper Canada and Canada bonds valued at £24,693.15 Sterling (approximately $98,775.00).

On February 10, 1855, Edmund Head, Governor General, referred to George Grey, Secretary of State letter, wherein G.Grey had sanctioned the transfer of the proceeds of Six Nations investments in England for reinvestment by the Receiver General in debentures in Canada. E.Head proposes to redeem the bonds and invest the proceeds in 6% Provincial securities.

Allegations

Six Nations claims, with interest, all sums paid by Coutts and Company as dividends on Six Nations investments in their custody.

25. Misappropriation of Six Nations Funds by Samuel P. Jarvis

Samuel P. Jarvis was Chief Superintendent of Indian Affairs from June 15, 1837 until he was suspended from office by Charles Murray Cathcart, the Governor General, on May 10, 1845.

On March 19, 1846, Charles M. Cathcart, Governor General, reported that an investigation in the official conduct of Samuel P. Jarvis revealed an unaccountable balance of monies against him amounting to £6,375.6.11 (approximately $25,501.88) which Mr. Jarvis had been called on to pay. Charles M. Cathcart, Governor General, felt that certain allowances should be allowed Mr. Jarvis when passing judgment on his pecuniary transactions, but felt that it was impossible to acquit Mr. Jarvis of culpable negligence and of grave irregularity in the discharge of the responsible duties entrusted to him.

On January 15, 1851, John Sanfield Macdonald, Solicitor General, recommended that an action of account in the Court of Chancery be brought against Samuel P. Jarvis.

On February 22, 1851, R. Bruce, Superintendent General of Indian Affairs, recommended that the Solicitor General's report on the alleged defalcation of Samuel P. Jarvis be referred to the Executive Council before any further action was taken by the Indian Department and that any expenses of a suit in the Court of Chancery, if unsuccessful, were to be borne by the Indians out of their annuity fund.

In 1857, Samuel P. Jarvis died and the Government never forced Mr. Jarvis' Estate to restore the missing funds for which the Government claimed Mr. Jarvis was responsible.

Allegations

Six Nations are entitled to be reimbursed with interest, all of the funds misappropriated from the Six Nations Trust Funds by Samuel P. Jarvis, Superintendent General of Indian Affairs.

26. The Right to Hunt and Fish

Archaeological sites reveal that the Iroquois were resident in what is today Ontario, prior to A.D. 1000.

From 1640-1680, the Iroquois conquered Indian Tribes living in the Ohio Valley.

By 1700, the Five Nations had conquered the hunting grounds north of Lakes Erie and Lake Ontario by right of conquest over the Huron, Petun and Neutral Indians and also claimed the northern territory by Treaty with the North-Western Algonquians, who in 1700 had agreed to hold hunting grounds in common with the Five Nations.

From 1644-1982, many agreements, treaties, instructions and proclamations were issued by Government Officials which guaranteed Six Nations right to free trade and protection of their hunting territory.

Allegations

Six Nations aboriginal and treaty right to hunt and fish is recognized and affirmed by Section 35(1) of the Constitution Act (1982). Six Nations have never ceded these rights to anyone whomsoever.

The Crown in Right of Canada cannot delegate the governance of Six Nations hunting and fishing rights to the Provinces without first seeking Six Nations concurrence through consultation.

All Provincial charges which interfere with the constitutionally protected hunting and fishing rights of the Six Nations are ultra vires (beyond the legal capacity of a person or legal entity) and the Crown in right of Canada should direct their Provincial counterpart to withdraw all such charges.

27. Compensation for Lands Included in Letters Patent No. 708 dated November 5, 1851, Brantford Town Plot



Victoria Park, Brantford, Ontario
Part of Letters Patent No. 708

At a Six Nations Council meeting on April 19, 1830, the Superintendent for Six Nations explained the letter of the Lieutenant Governor of Upper Canada regarding Six Nations ceding to the Crown 807 acres for a Town Plot at Brantford. The land was to be divided into lots and sold for Six Nations' benefit. Three trustees were to take charge of Six Nations' money. Consequently, on this date, twenty-nine (29) Sachems and Chiefs of Six Nations purportedly surrendered (Surrender No. 30) to the King for sale an estimated 807 acres for a Town Plot at Brantford.

On December 1, 1831, Peter Robinson, Commissioner of Crown Lands, issued a public notice advising of the rules established by the Government for regulating the disposal of public lands. Lands were to be surveyed, valued, and sold at public auctions at upset prices per acre. The prices were to be recommended by the Commissioner of Crown Lands. The notice also regulates the terms of payment of purchase money. Indian lands were considered to be "public lands" by Order-in-Council.

On June 29, 1837, John Macaulay, Surveyor General, subdivided the Town Plot of Brantford so each lot might be sold.

On September 15, 1838, Six Nations reported that Sir John Colborne had advised them to surrender to the Government the lands around the Brantford Bridge and he would then compel the squatters to leave their lands. A purported surrender was taken for that purpose, but the squatters still remained on Six Nations lands.

On February 24, 1846, William Walker, Deputy Provincial Surveyor, received instructions from the Surveyor General for the Indian Department, to survey the remaining Town Lots in the Town of Brantford.

The Crown issued Letters Patent No. 708 to the Municipal Council of the Town of Brantford containing 19 2/10 acres on November 5, 1851. These lands were in the original Town of Brantford. The patent stipulated an amount paid of £8 ($32.00) which was only for the patent fee.

From 1830 to 1842, specific valuations and sale conditions were issued for Purported Surrender No. 30.

Allegations

No descriptive plans were signed, witnessed and attached to the Purported Surrender No. 30 in accordance with the Governor's Instructions of 1812 for the alienation of Indian lands.

In the alternative, Six Nations did not receive full and fair compensation for the lands contained in the Purported Surrender No. 30 as some lands were sold under their appraised value; some lands were not appraised; some lands were obtained by individuals as free grants and no payment whatsoever was made; some lands were taken for public purposes and no payment whatsoever was made; and some lands were obtained on the payment of only a patent fee or administration fee.

The Crown has not shown that all the purported sums paid on the lands in the Purported Surrender No. 30 were credited to the Six Nations Trust Fund Accounts.

28. Compensation for Lands Patented to Nathan Gage on February 25, 1840, Brantford Town Plot

On February 19, 1823, Seventeen (17) principle Chiefs of Six Nations entered into a lease with Marshal Lewis for the express purpose to build and operate a Grist Mill.

On November 1, 1828, Marshal Lewis then sold his interest in those lands to Julius Morgan for £750 ($3,000.00).

Subsequently, on March 9, 1830, Julius Morgan sold his interest in the lands excepting the Grist Mill and Lot containing ½ an acre to Nathan Gage for $1,250.00.

At a Six Nations Council meeting on April 19, 1830, the Superintendent for Six Nations explained the letter of the Lieutenant Governor of Upper Canada regarding Six Nations ceding to the Crown 807 acres for a Town Plot at Brantford. The land was to be divided into lots and sold for Six Nations' benefit. Three trustees were to take charge of Six Nations' money. Consequently, on this date, twenty-nine (29) Sachems and Chiefs of Six Nations surrendered (Purported Surrender No. 30) to the King for sale an estimated 807 acres for a Town Plot at Brantford.

On June 29, 1837, John Macaulay, Surveyor General, subdivided the Town Plot of Brantford so each lot might be sold.

On September 15, 1838, Six Nations reported that Sir John Colborne had advised them to surrender to the Government the lands around the Brantford Bridge and he would then compel the squatters to leave their lands. A purported surrender was taken for that purpose, but the squatters still remained on Six Nations lands.

On February 25, 1840, a Letters Patent was issued to Nathan Gage for Park Lots 1, 2, 3, 4, 5, 6, 7 and the westerly 4/5 of number 25, and numbers 26, 27, 28, 29 in the Town of Brantford. Also on this date, a Letters Patent was issued to Nathan Gage for Park Lots 30, 31, 32, 33, 34, 35 and 36 in the said Town of Brantford.

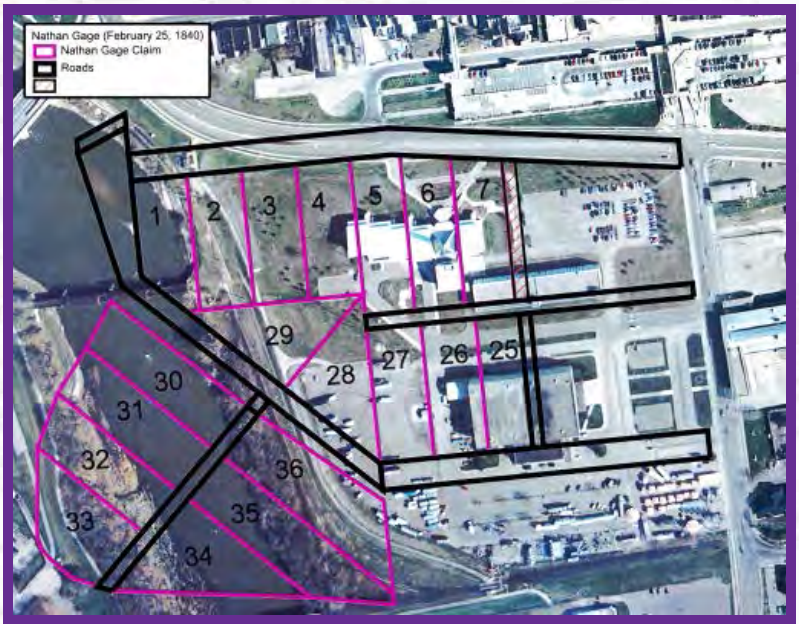
On February 24, 1846, William Walker, Deputy Provincial Surveyor, received instructions from the Surveyor General for the Indian Department, to survey the remaining Town Lots of the Town of Brantford.

Allegations

No descriptive plans were signed, witnessed and attached to the Purported Surrender No. 30 in accordance with the Governor's Instructions of 1812 for the alienation of Indian lands.

In the alternative, Six Nations did not receive full and fair compensation for the lands contained in the Purported Surrender No. 30 as some lands were sold under their appraised value; some lands were not appraised; some lands were obtained by individuals as free grants and no payment whatsoever was made; some lands were taken for public purposes and no payment whatsoever was made; and some lands were obtained on the payment of only a patent fee or administration fee.

Six Nations has never received complete and just compensation for the combined area of 20.3375 acres which consists of 19 lots included in Letters Patent to Nathan Gage.



Lands Patented to Nathan Gage, Brantford, Ontario

29. Compensation for Lands Included in Letters Patent No. 910 on July 12, 1852, Brantford Town Plot

At a Six Nations Council meeting on April 19, 1830, the Superintendent for Six Nations explained the letter of the Lieutenant Governor of Upper Canada regarding Six Nations ceding to the Crown 807 acres for a Town Plot at Brantford. The land was to be divided into lots and sold for Six Nations' benefit. Three trustees were to take charge of Six Nations' money. Consequently, on this date, twenty-nine (29) Sachems and Chiefs of Six Nations surrendered (Purported Surrender No. 30) to the King for sale an estimated 807 acres for a Town Plot at Brantford.

On June 29, 1837, John Macaulay, Surveyor General, subdivided the Town Plot of Brantford so each lot might be sold.

On September 15, 1838, Six Nations reported that Sir John Colborne had advised them to surrender to the Government the lands around the Brantford Bridge and he would then compel the squatters to leave their lands. A purported surrender was taken for that purpose, but the squatters still remained on Six Nations lands.

On February 24, 1846, William Walker, Deputy Provincial Surveyor, received instructions from the Surveyor General for the Indian Department, to survey the remaining Town Lots of the Town of Brantford.

On April 15, 1852, the Provisional Municipal Council of the County of Brant passed a Resolution requesting information as to what lands, if any, are set apart for County purposes and that a Patent may be issued in their favor.

On April 20, 1852, David Thorburn, Special Commissioner, submits a letter to the Honourable R. Bruce, Superintendent General of Indian Affairs, stating that a block of land in the Town Plot of Brantford was reserved for the purpose of a County Court House.

On May 4, 1852, the Governor General, directed that a Patent be issued to County Authorities for a "County Court House" upon payment of the Patent fee.

Subsequently, on July 12, 1852, the Crown issued Letters Patent Number 910 to the Council of the County of Brant of the Town of Brantford for 1 6/10 of an acre. These lands were in the original Town Plot of Brantford and consisted of 8 lots for the County Court House. The £2 ($8.00) referred to in Patent No. 910 was the fee for issuing the patent.



Brant County Court House, Fronting Market Street, Brantford, Ontario, Part of Letters Patent No. 910

Allegations

No descriptive plans were signed, witnessed and attached to the Purported Surrender No. 30 in accordance with the Governor's Instructions of 1812 for the alienation of Indian lands.

In the alternative, Six Nations did not receive full and fair compensation for the lands contained in the Purported Surrender No. 30 as some lands were sold under their appraised value; some lands were not appraised; some lands were obtained by individuals as free grants and no payment whatsoever was made; some lands were taken for public purposes and no payment whatsoever was made; and some lands were obtained on the payment of only a patent fee or administration fee.

Six Nations has never received complete and just compensation for the 8 lots included in Letters Patent No. 910.

F. Classifying Crown's Injustices

The Crown's Trusteeship repeatedly breached its fiduciary and treaty obligations by:

(a) making or permitting dispositions of the Six Nations Lands to Third Parties without the consent of the Six Nations and without first obtaining from the Six Nations a lawful and valid surrender to the Crown;

(b) permitting Third Parties to possess, occupy, and trespass on the Six Nations Lands without obtaining lawful surrenders from the Six Nations to the Crown;

(c) making or permitting transactions relating to the Six Nations Lands without obtaining full and fair compensation and without ensuring that Six Nations' interest in such transactions were at all times fully protected and that Six Nations received or their accounts credited with all the proper proceeds from such dispositions;

(d) failing to honour the terms or conditions of valid surrenders, sales and leases;

(e) taking or permitting for use without consent, parts of the Six Nations Lands for roads or streets, canals or other public waterways, railways, mines (gypsum) or minerals (gas extraction), cemeteries, public squares or parks, or for military or other public purposes without obtaining lawful surrenders or providing full and fair compensation to Six Nations;

(f) managing the Six Nations Trust Accounts or permitting it to be managed, in a manner inconsistent with the standards of conduct required by the Crown's fiduciary obligations;

(g) failing to account to the Six Nations, and; failing to provide all land promised in the Haldimand Treaty and failing to uphold their own laws administered by the Crown when dealing with Indian lands.

Therefore, examples of claims and potential claims in the following areas:

i) **Misappropriation** (Development, Lands or Monies)

Innisfil and East Hawkesbury Townships; Misappropriation of Funds by Samuel P. Jarvis; Coutts and Company; Grand River Navigation Company Lands and Investments; Ordnance Reserve, etc.

ii) **Royalties** (Income & Loss of Use of the Land)

Oil and Gas, Gypsum, Flooding, Road and Street Allowances; Timber, Railways, Dams & Locks, etc.

iii) **Purported Challenges** (Surrenders/Leases/Deeds/Grants/Squatters)

Source of the Grand River; Blocks Numbered 1 to 6; Townplot and/or Townships in Brantford, Onondaga, Seneca, Oneida, Cayuga, Dunn, and Sherbrooke; Brant Leases; Life Leases/Mohawk Deeds; Clergy Lands, Militia Lands, Crown Trusteeship etc.

G. Resolution to Injustices

The following examples are creative solutions in which Six Nations is compensated/negotiated for the injustices by the Governments of Canada and Ontario, by other means rather than litigation or land claim submissions:

i) **Land Return**

The Municipality of the City of Brantford, the Grand River Conservation Authority (GRCA), and the Province of Ontario determined the need for flood protection work to be undertaken in the City of Brantford. Part of the proposal was the construction of a protective dyke in the vicinity of the Mohawk Chapel. Negotiations commenced in 1981 between the Grand River Conservation Authority and Six Nations. On March 25, 1983, Six Nations tabled thirteen (13) points that would have to be met for a formal agreement to proceed.

On May 30, 1983, and in order for the issuance of a permit by the Minister of Indian Affairs, Six Nations and the Grand River Conservation Authority signed a Memorandum of Understanding (MOU). The MOU identified that a

protective dyke would cross the Six Nations lands, via Section 28(2) of the Indian Act, the Mohawk Chapel would be protected; major improvements around the Mohawk Chapel grounds (land fill, tree planting, landscaping, paved parking lots) would be done by the GRCA; maintenance of the expanded Chapel grounds and parking areas would be maintained for five years by the GRCA with a maintenance review to follow; and Lots 13 and 14 Eagles Nest Tract would be added to the Six Nations land base. On September 17, 1987, by Order-in-Council P.C. 1987-1951, Lots 13 and 14 Eagles Nest Tract containing 56.5 acres was set aside for the use and benefit of the Six Nations Indians.

ii) **Compensation**

In December, 1984, Six Nations Council reached a tentative agreement with the Federal Government for the unauthorized transfer of the land now being used by the Canadian National Railway, running along the eastern limit of the reserve comprising 80.616 acres. This arose from the Six Nations claim to the Canadian National Railway Right-of-Way in Oneida Township.

Consequently, it became necessary to arrive at a monetary value of the claim. After prolonged negotiations, an amount of $610,000.00 was agreed upon. However, rather than take cash settlement, the Six Nations Band Council took options on three parcels of land. A survey of the lands were undertaken and the Six Nations Band Council therefore called for a surrender vote, under section 39 of the Indian Act, of the Band's interest in the railway lands consisting of 80.616 acres upon the condition of having the 259.171 acres added to the Six Nations Reserve.

Two referendums were held in November and December, 1985. Subsequently, by an Order-in-Council P.C. 1987-687, dated April 2, 1987, the 259.171 acres were added to the Six Nations Indian Reserve No. 40. (See Map: Lands Acquired for Six Nations - inside back cover)

iii) **Interim Use Agreements**

Six Nations has had outstanding financial and land issues filed with the Crown since 1982 with little hope of achieving settlements satisfactory to Six Nations in light of the inadequacies of Canada's Specific Claims Policy and process. Furthermore, any litigation/negotiation Six Nations may be involved in, would take several years to reach a final satisfactory settlement.

In view of these time factors, Six Nations has worked jointly with surrounding Municipalities, Corporations and Governments to allow persons to occupy the lands in a responsible manner and permit development to proceed under certain terms and covenants and without prejudice to our position on claims.

Examples:

- In 1981, an Interim Agreement was reached that allowed the Ontario Ministry of Transportation to build the Caledonia bypass bridge across the Grand River. As payment or compensation for this permission, the Ministry of Transportation built Six Nations a much needed "Chiefswood Bridge" across the Grand River within the boundaries of Six Nations.
- On March 18, 1993, the Corporation of the Town of Dunnville entered into an Interim Agreement with Six Nations to cross approximately 876 ft. for a sewer right-of-way across land that is subject to a specific claim remaining unresolved. Continued use of these 876 feet would then be subject to a new lease arrangement between Six Nations and the Town of Dunnville.
- On October 4, 1993, an Interim Agreement between Six Nations and the Grand River Conservation Authority was created to allow emergency repairs to proceed on water level control weirs in the Grand River. Although no money was involved, a proper fish way and lamprey barrier has been built, as well as modifications to an existing fish way to enhance fish stock fronting Six Nations. As a prerequisite, up to 100,000 specialized Carolinian seedlings will be provided to the Six Nations Forestry Department yearly; free access to the GRCA Education Centre will be provided to students at Six Nations; opportunities to bid on tree planting contracts; and joint training of Six Nations personnel, to expand the expertise

of our technicians in the Six Nations Ecology Centre. This is a new arrangement developed, whereby compensation is not a factor, but creative ideas to enhance the Six Nations environmental issues.

- On May 24, 1995 and July 6, 1995 Union Gas Limited entered into Interim Use Agreements to cross the Grand River and outer lands subject to Six Nations land claims. These Agreements are without prejudice to the Six Nations land claims and must be protective of the environment with cautions on any archaeological resources if discovered.

  In addition, Union Gas will direct its contractors to use unionized Six Nations personnel, whenever possible, in the construction of its lines. Also, Union Gas must provide the following:

  - 30,000 Carolinian saplings to Six Nations over the next five years;
  - a custom, at no cost, Six Nations Gas Distribution Network design and make changes or alterations based on the needs for three years;
  - such data to be electronically duplicated for Six Nations' use at no charge;
  - train a Six Nations person to manage such electronic data;
  - three training spaces in 1996, 1997 and 1998 for employees of Six Nations Natural Gas Company in Union's Customer Service Basic Training Program and Plant Service Basic Training Program, and;
  - five years of engineering advice to Six Nations Natural Gas, on an, as needed basis for Six Nations Natural Gas Projects, e.g., designing the crossing of the Chiefswood Bridge.

- On October 1, 2001, the Six Nations Council and The Corporation of Haldimand County entered into an Interim Agreement to allow Haldimand County to replace an existing waterline crossing the Grand River at Caledonia.

All is without prejudice to Six Nations land claims and court case "Six Nations vs. Canada and Ontario".

iv) **Land Purchases**

Where lands have been unlawfully alienated to third parties, the option of having lands returned as part of the compensation must be available. To assist the process, Six Nations has and should continue to purchase lands to add to Six Nations land base. When settlements are negotiated for these purchased areas, Six Nations will be reimbursed for these land acquisition costs as our conditions to future settlements by a Trust Agreement, these lands are held in trust by three Six Nations lawyers for the use and benefit of the Six Nations.

Example: On April 17, 1991, Six Nations and the Ministry of Transportation entered into an Interim Agreement to allow repairs to a provincial road but on land wherein a specific claim remains unresolved. Ontario paid to use the 15.4694 acres at issue until the claim is resolved. A new agreement would be required for continued use of these 15.4694 acres if the claim is decided in favour of Six Nations. The monies from this agreement were used to purchase two separate parcels of land adjacent to the Reserve, one parcel in Oneida Township and another in Onondaga Township, to be added to Six Nations Indian Reserve No. 40.

v) **Additions to Reserve Process (ATR)**

An addition to reserve is a parcel of land that is added to the existing land base of a First Nation or is used to create a new reserve. The legal title to the land is set apart for the use and benefit of the First Nation making the application. Land can be added to reserve in rural or urban settings. The Additions to the Reserve Process was created by the Federal Government in 1972 and is currently under review for revisions by AANDC. The ATR policy sets out the conditions and issues to be addressed before land can become reserve and attempts to balance the interests of all levels of government (First Nation, federal, provincial/territorial and local government). The policy was created to fill a legislative gap, as ATRs are not addressed in the Indian Act or other federal legislation.

The existing criteria provide that each ATR proposal must be assessed to ensure certain basic criteria are met, including that:

- There are no significant environmental concerns;
- Reasonable attempts have been made to address the concerns of local or provincial/territorial governments;
- The proposal is cost-effective and the necessary funding has been identified within operational budgets;
- Third party legal interests (i.e., leases, permits and rights of way) have been addressed; and
- Issues of public access and the provision of public utilities have been addressed.

For more information on ATR process and view the Policy, please go to www.aadnc-aandc.gc.ca

Six Nations purchased lands adjacent to the Reserve in the 1990's and these properties have been in the ATR process since that time. These lands are held in trust by local solicitors until the process is complete.

The following lands have been purchased and are currently in the ATR Process:

Exempt from municipal taxation and control:..... *Approximate Acreage*

Part Lot 7, Concession 3 - Onondaga Township (aka. Zolaturiuk).....70.0

Broken Front Lots 15, 16, 17, 18, 19, 20 & 21, Concession 3 - Onondaga Township (aka. Dyjach) 170.9

Part Lot 6, West of Plank Road – Oneida Township (aka. Zwick) 135.258

Part Lot 5, West of Plank Road – Oneida Township (aka. Robinson) 113.0

Part Lots 3 & 4, West of Plank Road – Oneida Township (aka. Hewer) 95.0

Not exempt from municipal taxation:

Part Lot 10, West of Plank Road – Oneida Township (aka. Paul/Bungalow) ..... .35

The following lands are Reserve Status:

Old Highway #54 .....1.59

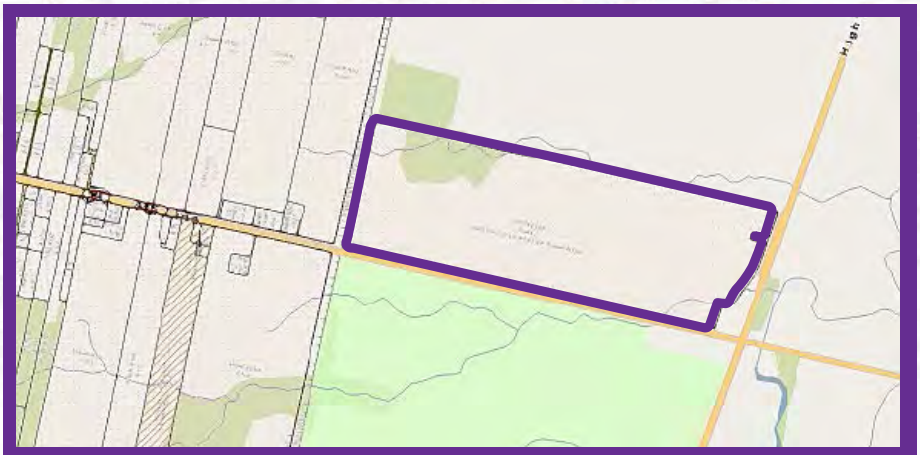
CNR Settlement 259.171

Eagles Nest (Lots 13 & 14) 56.5

Part Lot 10, West of Plank Road – Oneida Township (aka. Fagan) 122.448

Total Lands Acquired for Six Nations ..... 1,024.217 acres

(See Map: Six Nations of the Grand River Map – Inside Back Cover)



Part Lot 10, West of Plank Road, Oneida Township, Received Six Nations Reserve status on April 22, 2004

2. SIX NATIONS WILDLIFE MANAGEMENT OFFICE/ LAND USE UNIT

Since 1993, the Wildlife Management Office has been very effective in opening the lines of communications with various outside agencies both private and public. Appropriate Provincial Ministries and Federal Departments have all been contacted and the office also, has an open and ongoing working relationship with several Colleges and Universities in the surrounding area and has formed partnerships with several others on long term projects. These working relationships are useful for acquiring accurate and up-to-date information regarding projects, proposals, environmental issues, hunting and fishing rights both on and off Six Nations reserve.

By 2004, the Wildlife Management Office was reviewing over 700 notices a year. In order to assist in reviewing the applications, the Land Use Unit was developed as a branch of the Six Nations Lands and Resources Department. This unit supports the Wildlife Management Office in monitoring the development of lands and the use of resources within specific land claims arising from the Six Nations Haldimand Treaty lands. Additionally, Six Nations treaty rights and interests in our 1701 Treaty territory are asserted and protected.

The goals of the Six Nations Wildlife Management Office/Land Use Unit are:

- Provide effective communication within the Grand River Watershed and beyond, thereby creating an atmosphere of understanding and tolerance of both the Aboriginal and non-Aboriginal cultures now inhabiting the watershed;
- To facilitate effective educational opportunities and experiences for our Schools and encourage our neighbours within the watershed to learn about our community;
- Monitor and respond to approximately 1,400 notices a year and review various environmental assessments, impact statements, technical reports, official plans, archaeological reports and the federal and provincial environmental registries;
- Oversee various activities affecting the Grand River Watershed and projects dealing directly with the community such as wetland studies, wildlife trail mapping, traditional knowledge studies and encouraging the protection of endangered species;
- Provide input to consultation and accommodation protocols/policies and in preparing and negotiating impact benefit agreements and land use agreements that address meaningful consultation, accommodation and compensation requirements;
- Provide the non-Aboriginal population with information and education on the many aspects of Aboriginal concepts of the land, environment, forests, fish and wildlife and to encourage our community to better understand the differences of the non-Aboriginal attitude towards these same issues, in the hopes of finding a common ground where all can exist in harmony; and
- To actively participate in and encourage co-operative management regimes within the Grand River Watershed for the benefit of all and to ensure respect for the river is paramount.

One of the most productive methods of information gathering and sharing has been for the Six Nations Wildlife Management Office/Land Use Unit to actively participate in various committees which have been formed to deal with the long term management of the Grand River Watershed. It has been most beneficial to be able to contribute to or express concerns at the planning stage of a proposal rather than attempt to make changes at the implementation stage of a project.

The uncertainty as to jurisdiction and ownership on lands where Six Nations' interests remain unattended and addressed by the Crown have resulted in various confrontations and blockades against Municipal developments. As an interim measure, the Indian Commission of Ontario mediated the signing of the Grand River Notification Agreement (GRNA) on October 3, 1996. It was the first of its kind in Canada where eight Municipalities, two First Nations, a Conservation Authority, and the Governments of Canada and Ontario agreed to information sharing, consultation on economic development, land use planning and environmental issues without prejudicing Six Nations Land Claims. The GRNA was renewed on October 3, 1998, October 3, 2003 and was recently renewed in 2014.

The Six Nations Wildlife Management Office/ Land Use Unit will continue to be involved with the GRNA to promote and encourage the remainder of the Grand River Watershed to participate in the Agreement. This was and is an important initiative within the watershed and is often used to encourage improved communications of various organizations within the agreement area. It has been determined that the purpose and intent of the Agreement works well. However, the real issues of the unresolved Six Nations Specific Claims and the effects of uncertainty and impediments to economic development in Municipal communities continue to be a contentious issue.



The Land Use Unit and other departments of Six Nations Elected Council have been working together with Proponents and Developers in order to address development issues in Six Nations' Territory. The Supreme Court of Canada's key court case Haida Nation, Taku River Tlingit First Nations, Mikisew Cree, Tsilhoqot'in and Keewatin decisions confirm the legal obligation to consult and accommodate with First Nations; even where the claim had not been proven. A Consultation and Accommodation Policy has been created and can be viewed on Six Nations Elected Council's website at http://www.sixnations.ca.

3. LITIGATION

The Six Nations Lands and Resources Department investigates and reports to the Six Nations Council regarding breaches of the Crown's fiduciary obligation to manage Six Nations' lands and resources in the best interest of the Six Nations.

i) Inadequacy of Crown Canada's Claims Policy and Process

The Specific Claims Policy is based on the false assumption that First Nations' titles to their lands were extinguished by treaties. When dealing with "land claims", the burden of proof of legal title or interest in First Nations lands should rest with Canada. Canada and First Nations must work together to agree on a standard for legal certainty.

The following points are criticisms by First Nations of the existing Federal Specific Claims Policy and its Process:

- creates an arbitrary distinction between comprehensive claims and specific claims;
- does not provide a forum for First Nations to negotiate on a government to government basis, as full and equal parties to deal with the full range of First Nations treaty and aboriginal rights;
- developed unilaterally and without substantive consultation or consent of the First Nations;
- not based on standards of fairness and equity;
- conflict of interest is created when the Department of Indian Affairs, who makes the funding decisions, also decides the validity and settlement value of any claim,

  i.e. First Nations have limited financial resources to develop their land claims and it is currently provided by the federal government in the form of a loan once the claims are accepted for negotiation;
- Crown does not act in the best interests of the First Nations;
- First Nations are to present the legal basis for a claim even though there is no such reciprocal duty on the part of the Crown to report back on the claim;
- not uniformly applied across Canada;
- validity of the claim rests with in the Department of Justices decisions;
- the entire process is unreasonably slow and can take several years just to validate a claim;
- further delays when negotiating for compensation;
- resources are not protected in the process;
- First Nations have had only the specific claims process to address their rights and grievances, and;
- Administrative resolution could not be achieved and negotiations are most often found unacceptable with a "take it or leave it" scenario, therefore lack of results, leads to litigation or reclamation.

ii) Six Nations of the Grand River v. Canada and Ontario

Negotiations to resolve the Block No. 5, Moulton Township Claim, (30,800 Acres) and the Flooding of Six Nations Lands by the Welland Canal Feeder Dam, (2,415.60 Acres), could not be achieved under the Federal Claims Resolution Process. Arbitrary discount factors as required by Canada's Specific Claims Policy were not acceptable to the Six Nations Elected Council. The most offensive term of the negotiations was the pre-requisite for extinguishments of our children's rights to the lands at issue.

It was at this point that the Six Nations Elected Council directed the law firm of Blake, Cassels & Graydon, LLP to proceed with a Statement of Claim against the Crown in Right of Canada and the Crown in Right of Ontario.

The Six Nations of the Grand River gave formal notice to the Federal and Provincial Governments on December 23, 1994 and filed a Statement of Claim on March 7, 1995 on the legal proceedings regarding the Crowns handling of the Six Nations' property both before and after Confederation. Six Nations seek from the Crown a comprehensive general accounting for all money, real property or other assets belonging to the Six Nations of the Grand River which was or ought to have been received or held by the Crown for the benefit of the Six Nations, and of the manner in which the Crown managed or disposed of such assets.

Since April 1995, Canada has ceased all research dollars normally allocated to the Six Nations Lands and Resources Department. This is despite Six Nations assurances that any research dollars normally allocated would not be used in any form to support litigation proceedings.

Six Nations have included the best examples of Government mismanagement by Canada and Ontario in the Statement of Claim.

These examples include:

The Haldimand Treaty dated October 25, 1784 was issued by Sir Frederick Haldimand, Governor of Canada, authorizing Six Nations to take possession of and settle upon the banks of the Grand River running into Lake Erie, allocating to them the lands extending for six miles from each side of the river beginning at Lake Erie to the head of the Grand River. The lands consisted of approximately 950,000 acres, which the members of the Six Nations were to enjoy forever.

The Simcoe Patent dated January 14, 1793 purporting to grant the lands reserved to the Six Nations by the Haldimand Treaty failed to include 275,000 acres of land located north of the Township of Nichol extending six miles on either side of the Grand River to where the headwaters of the river are found in the Township of Melancthon.

The Province of Upper Canada (now Ontario) granted Thomas Douglas, the Earl of Selkirk, lands known as Block No. 5 (the entire Township of Moulton) on November 18, 1807, without obtaining the consent of the Six Nations. Selkirk mortgaged the lands back to the Province, but the Crown failed to collect any payments owing under the mortgage since at least February, 1853.

On February 5, 1798, one Benjamin Canby was granted the title to lands known as Block No. 6 (the Township of Canborough) by the Province of Upper Canada without making any payment for the lands or pledging any security. Six Nations did not give their consent to the Province's gift of security nor did they give their consent to the Province's gift of Six Nations land to Mr. Canby. The Province acknowledged on a number of occasions that this transaction was improper, but nothing was done by the Crown to rectify this breach of trust.

The Deputy Superintendent General and Inspector General of Indian Affairs for the Province of Upper Canada, Colonel William Claus, took money from the Six Nations Trust in the early 1800's. When the Province discovered the theft, it decided to obtain land in Innisfil and East Hawkesbury Townships from Mr. Claus' Estate as compensation. The Crown failed to obtain a proper conveyance of the lands from Mr. Claus' Estate. The Crown then began transferring the lands to settlers in 1840 without the consent of Six Nations and subsequently found itself embroiled in litigation over defective title to the property. The Crown lost the case, paid legal costs out of the Six Nations Trust, and paid monies to the Claus Estate to settle the litigation without the consent of the Six Nations.

Between 1829 and 1835, Six Nations' land was expropriated for the construction of the Welland Canal. Compensation for the land taken was not made to the Six Nations, even though compensation was paid to other land owners affected by the construction of canal. The canal lands were assumed by the Government of Canada in 1867. The Government of Canada undertook a number of valuations of the lands taken but compensation was never paid.

Starting in 1834, and continuing for many years, the Province of Upper Canada invested Six Nations money to

support the speculative adventures of the Grand River Navigation Company (GRNC), and granted to the GRNC lands of the Six Nations without consent or payment. These investments were for the benefit of private promoters of the GRNC. The GRNC was formed for the stated purpose of constructing dams and carrying out other works in order to make the Grand River more navigable and therefore provide a better public transportation link between the Welland Canal and the City of Brantford. The irony is, Six Nations were opposed to this project and yet, the Government used Six Nations trust funds without Six Nations knowledge or consent, to finance and support the project. The GRNC failed and Six Nations monies and lands were lost. The Crown has failed to rectify this breach of trust.

The Crown took over other lands belonging to Six Nations for public or governmental uses without paying for the property taken, such as Surrender No. 30 for the Brantford Town Plot dated April 19, 1830, and Surrender No. 40 dated April 2, 1835, for 48,000 acres in the Township of Brantford.

The Crown sold land from the Six Nations Tract to third parties, after Six Nations had only agreed to allow the Crown to lease those lands for Six Nations benefit, such as Surrender No. 31 for lands on the North Part of the Township of Cayuga and Surrender No. 38 dated February 8, 1834, for lands in the Township of Dunn and parts of the Townships of Moulton, Canborough and Cayuga.

The Crown granted letters patent for lands known as the Hamilton-Port Dover Plank Road even though Six Nations only wanted to lease these lands and were deprived of continual earnings from these lands.

The Crown frequently disposed of lands from the Six Nations Tract at less than fair market value according to the Crown's own valuations, such as Lots 25 and 26, Con. 4, in the Township of Dunn, known as Port Maitland.

The Crown decided that the Johnson Settlement lands and other small tracts would be leased on short term leases for the benefit of Six Nations. The Crown then granted letters patents instead of leases for these lands, depriving Six Nations of continual rental revenues. There has been no surrender by Six Nations to the Crown for any of the above-mentioned lands.

The Government of Canada failed to protect the interests of Six Nations in the extraction of a natural gas resource lying under Six Nations reserve between 1945 and 1970. The Government allowed an oil and gas company to drill and extract gas without proper authority and without paying appropriate compensation to the Six Nations Trust.

After nearly 5 years in the courts, Six Nations had taken the step to begin discussions with Canada and Ontario. In 2000, the then Minister, Robert Nault, invited Six Nations to discuss a "Political Protocol" with Canada's appointed Special Representative Gerry Kerr. These talks broke down when Six Nations realized Mr. Kerr did not have a mandate to pursue settlement options. Canada was never forthcoming with this mandate and at no time did Canada consider putting the litigation "on hold" in a way that protects our rights to pursue our court case in the future while talks were taking place with Mr. Kerr.

iii) Exploration

To better manage the risk and seek a win/win solution, Six Nations, Canada and Ontario developed the idea of an out of court "Exploration Initiative" to determine if it would be possible to break the impasse that has held back claims resolution for years. This initiative would be exploratory talks only, not formal negotiations. All parties agreed to an abeyance of the litigation and the talks would proceed on a without prejudice basis which would protect Six Nations' rights and legal options. Any of the parties had the option of going back to court if they didn't feel the process was working for them.

The Exploration started in August 2004 and the Exploration Team was led by Six Nations' member and lawyer, Kathleen Lickers. After a series of discussions and proposals it was agreed that the Exploration Team would examine two of Six Nations claims in which minimal additional historical research was required. The Exploration Team chose to examine the Ordnance Reseve at Port Maitland and the Misappropriation of Six Nations Funds by

Samuel P. Jarvis claims with a view to first agreeing to a factual narrative of each claim. The Exploration Team reached an agreement on the narratives in December 2005 and the Six Nations Elected Council approved to proceed with the resolution discussions.

It was the hope of the Exploration Team that these first steps would result in a process that could deal with and ultimately resolve the litigation to the satisfaction of all parties.

Due to the events at the Douglas Creek Estate lands in Caledonia in April, 2006, Six Nations Elected Council did not continue/renew the exploratory talks and decided to participate at the Negotiation Table with Haudenosaunee Six Nations, Canada and Ontario.

iv) Negotiations

An education campaign began in February, 2006 along Highway 6 near Caledonia, Ontario, by a group of Six Nations people. This education campaign later evolved into the reclamation of a 130 acre proposed housing development site in Caledonia called the Douglas Creek Estates (DCE). After a police raid on April 20th, the reclamation evolved still further into blockades of Highway 6, the Highway 6 By-Pass and the Railway Line.

In order to ease tensions and come to some resolution on the disputed DCE lands, the Six Nations Elected Council made a decision to step back from the issue and voted on April 16, 2006 to support the Haudenosaunee Six Nations (HSN) in taking the lead of the DCE negotiations. The Six Nations Elected Council, however, would still be involved in the negotiations.

The HSN, Six Nations Elected Council, Canada and Ontario started negotiations in May, 2006, and met on a bi-monthly basis. The Lands and Resources Department worked in conjunction with the HSN Land Rights Department during the negotiations by providing and assisting with additional research required on Six Nations claims discussed at the negotiation table.

On May 31, 2007, a representative from Canada made an offer to resolve the historical grievances of Six Nations for the following claims, Burtch Tract, Block No. 5 (Moulton Township), Welland Canal (Feeder Dam), and the Grand River Navigation Company Investments for complete extinguishment for the amount of $125 million.

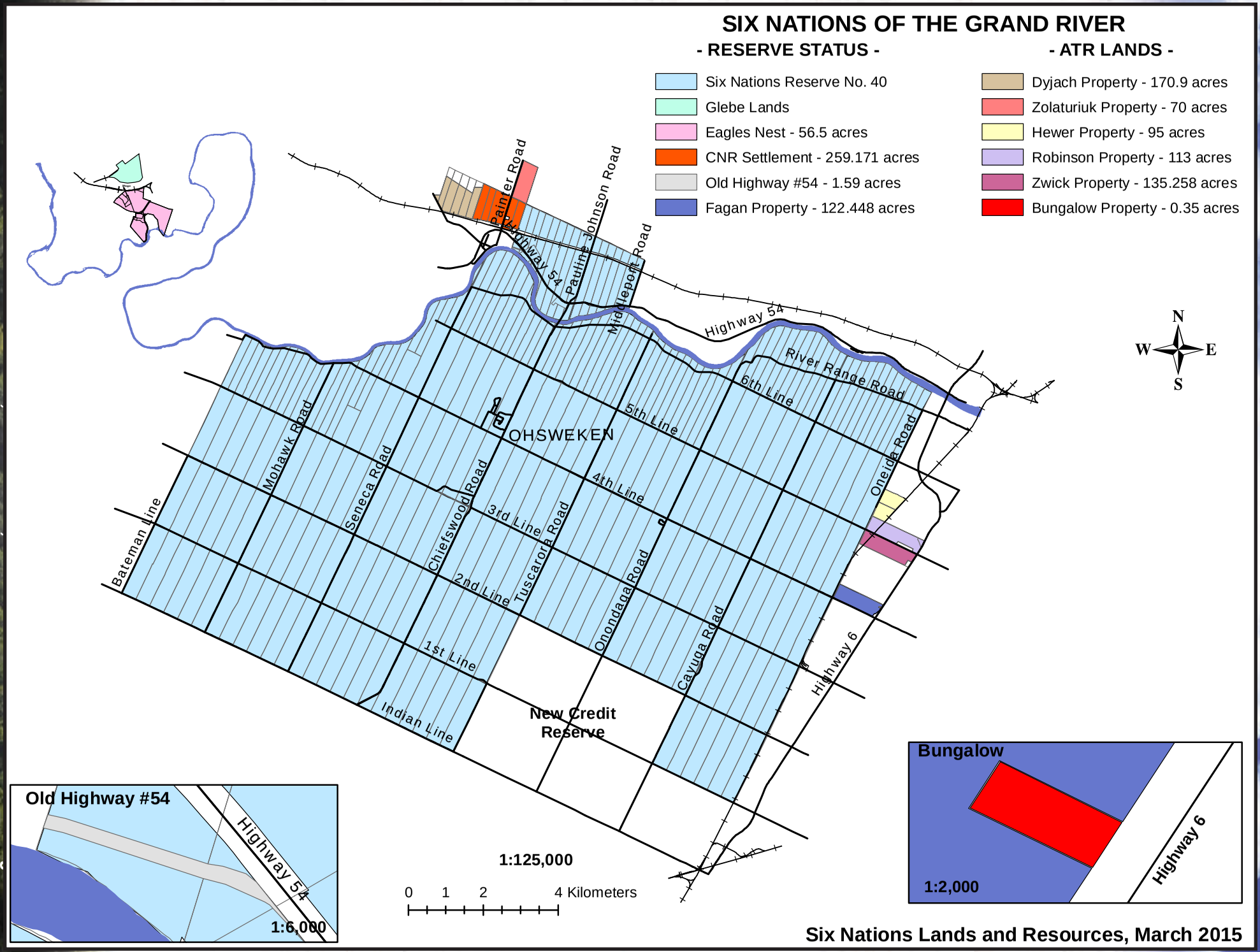
This $125 million dollar offer was not accepted or rejected by HSN and meetings continued with Canada and Ontario to discuss the claims that Canada included in their offer. All sides agreed to focus on one claim to come to a resolution/settlement and began an in-depth research on Six Nations lands flooded by the Welland Canal.

On December 12, 2007, a representative from Canada made an offer to resolve grievances in respect to the Welland Canal flooding of Six Nations lands in the amount of $26 million.

In 2008, the HSN replied with a counter proposal to the $26 million offer based on calculation obtained from an expert economist and received an amount in the range of $500 million to $1 billion. HSN proposed to proceed with the negotiations focusing on the return of land and the perpetual care and maintenance in the amount of $500 million for the historic loss of use of lands flooded by the Welland Canal. This was not accepted by Canada and Ontario, but agreed to continue with negotiations. These negotiations eventually discontinued as agreements between all parties could not reached.

The Six Nations Elected Council formerly took the original 1995 Litigation against the Crown's Canada and Ontario out of abeyance effective August 4, 2009 and is in active litigation once more.

SIX NATIONS OF THE GRAND RIVER



Six Nations Lands and Resources, March 2015



SIX NATIONS COUNCIL

LANDS AND RESOURCES DEPARTMENT

Main Office
#2498 Chiefswood Road
PHONE: 519-753-0665

Wildlife Management Office
#1721 Chiefswood Road
PHONE: 519-445-0330