

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

**WABASEEMOONG INDEPENDENT NATIONS, on behalf of all TREATY 3 FIRST
NATIONS and**
**CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the
WABASEEMOONG INDEPENDENT NATIONS and all members of TREATY 3 FIRST
NATIONS**

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the ATTORNEY GENERAL OF CANADA

Defendant

- and -

**ANIMAKEE WA ZHING #37 FIRST NATION, COUCHICHING FIRST NATION,
GAKIJIWANONG ANISHINAABE NATION, MITAANJIGAMING FIRST NATION,
NAICATCHEWENIN FIRST NATION, NAOTKAMEGWANNING FIRST NATION,
NIGIGOONSIMINIKAANING FIRST NATION, RAINY RIVER FIRST NATIONS,
SEINE RIVER FIRST NATION**

Intervenors

RESPONDENT'S SUPPLEMENTAL MOTION RECORD
(Motion for Certification)

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
Civil Litigation Section
50 O'Connor Street, 5th Floor
Ottawa, ON K1A 0H8
Fax: 613-954-1920

Per: Heather Thompson
Geneviève Tremblay-Tardif
Tel: 343-553-0651
Email: Heather.Thompson@justice.gc.ca
Genevieve.Tremblay-Tardif@justice.gc.ca

Counsel for the Defendant

TO: **MAURICE LAW**
602 12th Avenue SW, Suite 100
Calgary, AB T2R 1J3

Per: Ron S. Maurice (LSO #36428D)
Ryan M. Lake (LSO #60165W)
Anjalika Rogers (LSBC #508438)
Geneviève Boulay (LSO #74227K)
Kelly V. Humber (LSO #89406W)

Email: rmaurice@mauricelaw.com
rlake@mauricelaw.com
arogers@mauricelaw.com
gboulay@mauricelaw.com
khumber@mauricelaw.com

Counsel for the Plaintiffs (Responding Party)

AND TO: **JFK LAW LLP**
65 Queen Street West, Suite 1100
Toronto, ON M5H 2M5

Per: Robert Janes, KC (LSO #33464P)
Lara Koerner-Yeo (LSO #75765B)
Bryce Lansdell (LSO #91569V)

Email: rjanes@jfkllaw.ca
lkoerneryeo@jfkllaw.ca
blansdell@jfkllaw.ca

Counsel for the Intervenors

AND TO: **ONTARIO SUPERIOR COURT OF JUSTICE**
Kenora Courthouse
216 Water Street
Kenora, ON P9N 1S4

TABLE OF CONTENTS

TAB	DOCUMENT
1.	Certified Transcript of the Cross-Examination on the Affidavit of Linda McVicar
a.	Exhibit 1 – Affidavit of Chief Linda McVicar, dated March 26, 2026
2.	Affidavit of Shelby Murphy, affirmed XX
a.	Exhibit A – Letter from Kelsey Rose to Heather Thompson, dated May 21, 2026
b.	Exhibit B – Letter from Robert Janes to Sherry Ackabee, dated December 5, 2026
c.	Exhibit C – Draft Resolution received on October 1, 2024

Court File No. CV-25-00000087-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

WABASEEMOONG INDEPENDENT NATIONS, on behalf of all
TREATY 3 FIRST NATIONS and CHIEF WAYLON SCOTT, on
his own behalf and on behalf of all members of the
WABASEEMOONG INDEPENDENT NATIONS and all members of
TREATY 3 FIRST NATIONS

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA as
represented by the ATTORNEY GENERAL OF CANADA

Defendant

--- This is the Cross-examination on Affidavit of
Linda McVicar, via Veritext Legal Solution's
virtual Zoom platform, with all participants
attending virtually, on May 20, 2026.

A P P E A R A N C E S:

Anjalika Rogers, Esq. for the Plaintiffs

Kelley Humber, Esq.

Genevieve for the Defendant

Tremblay-Tardif, Esq.

Heather Thompson,

Esq.

Kelsey Rose, Esq. for the affiant, Chief Linda

Bryce Lansdell, Esq. McVicar

Lara Koerner-Yeo,

Esq.

REPORTED BY: Lana Grace Allen, RCR, RPR

Official Court Reporter

I N D E X

WITNESS: LINDA McVICAR

PAGE

CROSS-EXAMINATION BY MS. G. TREMBLAY-TARDIF 3

**The following list of undertakings, advisements
and refusals is meant as a guide only for the
assistance of counsel and no other purpose**

INDEX OF UNDERTAKINGS

(NONE MARKED)

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are
noted by U/A and appear on the following pages:

21/2, 32/4, 48/9

INDEX OF REFUSALS

(NONE MARKED)

INDEX OF EXHIBITS

NUMBER/DESCRIPTION	PAGE/LINE NO.
Exh 1 Affidavit affirmed by Chief	13:17
Linda McVicar March 26, 2026, with	
Attached four exhibits	

1 May 20, 2026

2 Via Videoconference

3 (PROCEEDINGS COMMENCED AT 1:39 P.M.)

4 LINDA MCVICAR, affiant, duly affirmed.

5 CROSS-EXAMINATION BY CNSL G.

6 TREMBLAY-TARDIF:

7 1 Q. Good afternoon, Chief McVicar.
8 Again, apologize for the delay. It was out of our
9 control unfortunately. And appreciate your
10 patience with this proceeding.

11 As I -- can you hear me well?

12 A. Yes, I can hear you fine.

13 2 Q. Perfect. Thank you. I introduced
14 myself earlier but my name is Genevieve
15 Tremblay-Tardif. I am counsel for the defendant in
16 this matter His Majesty the King. As you know this
17 examination will be conducted virtually and before
18 we officially begin with the questions I just need
19 to confirm a few things for the record.

20 So I can see that you are in a room.
21 Can you just confirm you are alone in this room?

22 A. I am alone.

23 3 Q. Perfect. Can you describe to me
24 if you have any documents in front of you for the
25 purpose of this cross-examination?

1 A. Yes. I have my affidavit dated
2 March 26, 2025. My affidavit affirmed May 1st,
3 2026. Sorry, I meant my first affidavit was
4 affirmed March 26, 2026. My second affidavit was
5 May 1st, 2026. I have that. And I also have the
6 affidavit of Chief Waylon Scott sworn on June 25th,
7 2025.

8 4 Q. Thank you. I am sorry for those
9 question. Because of the virtual nature of this
10 examination I cannot see what you have in front of
11 you.

12 A. Right. I also have -- sorry, I
13 interrupted you. I also have a notepad, a blank
14 notepad and a pen.

15 5 Q. Perfect. Feel free to use if you
16 want to take notes as we go through the various
17 questions. Can you also confirm that you are not
18 communicating with anyone else during your
19 testimony including by text, email, messaging
20 application or any other means?

21 A. That's correct.

22 6 Q. Thank you. And just for the
23 process of this cross-examination, throughout my
24 questions if you don't understand, if you want me
25 to repeat or rephrase my questions, please feel

1 free to raise that to me and I'll make sure that I
2 reframe my questions. At any point if you need a
3 break, please let me know. We can pause the
4 cross-examination.

5 A. Okay.

6 7 Q. Also, as well, if there's any
7 cut-off with the connection, sometime it happens
8 especially when we have multiple video on a call,
9 and we'll pause and we'll continue the
10 cross-examination as well.

11 A. Okay.

12 8 Q. Okay. So to begin the
13 cross-examination I'm just going to ask a few
14 questions to you with respect to the two affidavits
15 that you affirmed which you have in front of you.

16 A. Right.

17 9 Q. First can we take a look at your
18 affidavit affirmed on May 1st, 2026.

19 A. Okay.

20 10 Q. Can you confirm that this is your
21 affidavit?

22 A. Yes, it is.

23 11 Q. Okay. And you affirmed it on
24 May 1st, 2026; correct?

25 A. Correct.

1 CNSL. K. ROSE: Counsel, I'm sorry to
2 interrupt. I'm wondering if you have a copy
3 available that could be put on the screen to show
4 the witness just so we all are clear that we are
5 referring to the same document.

6 CNSL G. TREMBLAY-TARDIF: Sure. I'll
7 see if I can manage that.

8 CNSL. K. ROSE: Thank you.

9 CNSL G. TREMBLAY-TARDIF: Can we just
10 go off the record for a minute, please.

11 (DISCUSSION OFF THE RECORD)

12 CNSL G. TREMBLAY-TARDIF:

13 12 Q. So just for the purpose of this
14 cross-examination, of course you have a copy in
15 front of you but just for the purpose of the room,
16 just to make sure that we refer to the same
17 documents, I'm showing here my screen for the
18 affidavit of Chief Linda McVicar affirmed May 1st,
19 2026, as 28 pages including exhibits. That is what
20 you have in front of you?

21 A. Yes.

22 CNSL G. TREMBLAY-TARDIF: Perfect. I'm
23 just going to stop sharing and go through my
24 questions, counsel, if that's okay with you.

25 CNSL. K. ROSE: Thank you.

1 CNSL G. TREMBLAY-TARDIF:

2 13 Q. So, Ms. Chief McVicar, did you
3 review the content of this affidavit before you
4 affirmed it?

5 A. I did.

6 14 Q. Okay. Was there anything that you
7 wanted to correct today from this affidavit?

8 A. No.

9 15 Q. So you stand by its content as
10 it's presented today?

11 A. Yes.

12 16 Q. Thank you. This was the second
13 version of your affidavit that you affirmed;
14 correct?

15 A. Correct.

16 17 Q. You affirmed the second version of
17 this affidavit on May 1st, 2026, following an
18 agreement from the plaintiff to consent on your
19 intervention motion; correct?

20 A. Correct.

21 18 Q. And again, now I'm going to turn
22 to your first affidavit, the one affirmed on
23 March 26, 2026. And again, just for the purpose of
24 making sure that we have the right document I'm
25 going to share again my screen. Do you see my

1 screen?

2 A. Yes. I can't see the -- there we
3 go.

4 19 Q. So this is the front page of the
5 motion record of the proposed intervenors, motion
6 for leave to intervene returnable on June 12, 2026.
7 And we ask that for the preparation of your
8 cross-examination to review specifically tab 2 your
9 affidavit, the affidavit of Chief Linda McVicar
10 affirmed on March 26, 2026. This is what you have
11 in front of you?

12 A. Yes, it is.

13 20 Q. The affidavit contains four
14 exhibits. Do you see all those four exhibits?

15 A. Yes.

16 21 Q. Just to confirm, we have exhibit 1
17 the statement of claim from the file court file
18 number CV-25-00000087-0000. This is a statement of
19 claim filed by Animakee Wa Zhing #37 First Nation
20 and other nine plaintiffs against His Majesty the
21 King in Right. Do you have that in front of you?

22 A. I do. The other eight plaintiffs.
23 There's nine total.

24 22 Q. Sorry, correct. Maybe before I
25 continue I just want to make sure that my

1 pronunciation is right. Animakee Wa Zhing #37
2 First Nation?

3 A. That's all right.

4 23 Q. Sorry, I have a thick French
5 accent as you probably notice so feel free to let
6 me know if I'm mispronouncing anything. Exhibit 2
7 is a map?

8 A. Correct.

9 24 Q. Exhibit 3 is an agenda of the
10 Treaty #3 National Fall Assembly and
11 Chiefs-In-Assembly?

12 A. Correct.

13 25 Q. And exhibit 4 is Grand Council
14 Treaty #3 -- Resolution of the Grand Council Treaty
15 #3 Chiefs-In-Assembly?

16 A. Correct.

17 26 Q. So you confirm that this is also
18 your affidavit that you affirmed on March 26, 2026?

19 A. Correct.

20 27 Q. And you reviewed its content
21 before affirming it?

22 A. Yes.

23 28 Q. You reviewed both the content and
24 all the exhibits that was attached to this
25 affidavit?

1 A. Yes.

2 29 Q. Do you stand by the content of
3 this affidavit today? Do you have anything to
4 correct or change?

5 A. I stand by it.

6 30 Q. Thank you. For the purpose of the
7 cross-examination we are going to mark this second
8 affidavit as exhibit 1.

9 CNSL. K. ROSE: I'm wondering, counsel,
10 if you could just explain the relevance for having
11 this entered into evidence.

12 CNSL G. TREMBLAY-TARDIF: So as you
13 know there was a subsequent affidavit that was
14 filed with the court record as part of your
15 intervention motion which you are going to relied
16 on the certification motion. This -- there are
17 significant change between the two affidavits and
18 the contents of this affidavit is directly relevant
19 to some of the issues that we presented at the
20 certification motion.

21 CNSL. K. ROSE: Would you identify
22 which issues you see it as being relevant to?

23 CNSL G. TREMBLAY-TARDIF: We believe
24 that is relevant to the five areas that are
25 required to meet for the proposed class action to

1 be certified under the Class Proceedings Act.

2 CNSL. K. ROSE: Okay. I think I don't
3 have an objection right now. I'm cognizant that
4 this cross-examination is with respect to the
5 certification motion and relevance of course is
6 determined according to that motion. To the extent
7 you are seeking to impeach Chief McVicar I may be
8 objecting, but at this time I don't have an
9 objection. Thank you.

10 CNSL G. TREMBLAY-TARDIF: If I can
11 clarify. The purpose is not to impeach Chief
12 McVicar. It's simply to collect the evidence that
13 she presented through this affidavit as we deem are
14 relevant to the overall certification criteria.

15 CNSL A. ROGERS: Okay. I'm sorry, I'm
16 jumping in. Counsel for Wabaseemoong, and I want
17 to put on the record our objection to you
18 collecting evidence through a cross-examination on
19 an unfiled affidavit, and I'm giving you warning,
20 counsel, we will be bringing a motion to strike
21 your questions and answers and to possibly tender
22 affidavit evidence of our own in response to this
23 practice. It is, in our view, not appropriate and
24 it's outside the scope of the purpose for
25 Ms. Rose's client's intervention. This is a

1 backdoor way of trying to get in that evidence to
2 bootstrap your case on certification.

3 CNSL G. TREMBLAY-TARDIF: We take notes
4 of your objections and it's part of the record, but
5 I'm going to proceed with my questions.

6 CNSL A. ROGERS: That is agreeable, but
7 we do object to this line of questioning and there
8 may be further motions as a result of it.

9 CNSL G. TREMBLAY-TARDIF: Perfect.
10 We'll take note of that. But just for the purpose,
11 again, of those transcript of this
12 cross-examination, we are going to mark this
13 affidavit as exhibit 1. We are marking both the
14 affidavit and all the exhibits that's attached to
15 this affidavit that was the affirmed by the witness
16 on March 26, 2026.

17 EXHIBIT 1: Affidavit affirmed by Chief Linda
18 McVicar March 26, 2026, with attached four exhibits

19 CNSL G. TREMBLAY-TARDIF:

20 31 Q. And just to be clear, Chief
21 McVicar, both affidavits were affirmed within
22 two-month periods; correct?

23 A. That's correct.

24 32 Q. So between March 26, 2026, and
25 May 1st you did not learn any new material fact

1 that materially changed your evidence on your
2 affidavit?

3 A. No, I did not.

4 33 Q. You would agree with me that the
5 main difference between the two affidavits is more
6 procedural in nature?

7 CNSL. K. ROSE: That is -- sorry, just
8 in fairness to the witness just because both the
9 affidavits are quite long, I wonder if you are
10 asking her to compare the two versions if we might
11 put them on the screen, or otherwise if that is an
12 awkward thing to do perhaps refer her to particular
13 paragraphs since she does have a printed copy in
14 front of her.

15 CNSL G. TREMBLAY-TARDIF: Yeah, just
16 because I'm mindful also of the time that we have
17 what I might do is just go and bring her to
18 specific paragraph of specific statement that was
19 made in her former affidavit.

20 34 Q. But I do appreciate, Chief
21 McVicar, if you want to take sometime to review
22 those affidavits before answering my question,
23 please let me know. We'll let you all the time you
24 need to review both documents if needed.

25 A. It's okay. I have it in front of

1 me. The difference is after counsel talked with
2 each other a portion was more or less taken out and
3 maybe some other edits, but that is my general
4 knowledge about that.

5 35 Q. Thank you. We are just going to
6 walk a bit away from those two paper version. I'm
7 going to ask just more background questions just to
8 establish more your role as affiant for the added
9 parties. So you are the chief of the Animakee Wa
10 Zhing #37 First Nation; correct?

11 A. Correct.

12 36 Q. When were you first elected as
13 chief of Animakee Wa Zhing First Nation?

14 A. In April 2021.

15 37 Q. Do you have the specific dates or
16 do you recollect the specific dates?

17 A. I believe it was April 20th.

18 38 Q. Thank you. Could you please
19 describe me briefly your role and responsibility as
20 chief to your community?

21 A. Well, I wear a lot of hats; right.
22 I am the -- well, I'm the head of the council,
23 right, and we conduct regular meetings to go over
24 our priorities. A First Nation is, one might say,
25 the municipal and provincial and federal government

1 services all rolled into one, so it encompasses a
2 lot of services. It also encompasses claims that
3 we may have with the province or the government or
4 anyone else.

5 We also are -- similar to a board of
6 director we oversee our general manager's role,
7 make sure that she's doing what she has to do in
8 terms of operations. And we also seek out funding
9 sources where we can in order to enhance our
10 services and our infrastructure which takes a lot
11 of time, contracts and trying to find the money and
12 work through those discussions takes a lot of time.
13 And we report to our members regularly at general
14 band meeting when we have an audit that is ready
15 and we report on our trust and our investments and
16 our activities at that time, and we generally are
17 responsive to the members in terms of issues that
18 they bring up that, you know, we can help support
19 them with.

20 39 Q. Thank you. I know it was a very
21 large question so I appreciate you walking me
22 through. And I'm just going to also ask about your
23 time that you serve as elected councillor. Do you
24 know when you were elected councillor?

25 A. Yes, it would have been on or

1 about April 20th, 2019, and I was a councillor for
2 two years.

3 40 Q. And what is different in your role
4 as councillor from being a chief? Can you again
5 briefly describe me what is the difference between
6 your roles.

7 A. Well, as the councillor we are
8 assigned portfolios, so my portfolios were health
9 during the pandemic and also operations and
10 maintenance. So -- I beg your pardon. Yeah, it's
11 different than the chief. The chief doesn't hold a
12 portfolio except for negotiations. That is my
13 portfolio.

14 41 Q. Okay. And Animakee Wa Zhing #37
15 First Nation is one of the First Nation within the
16 Anishinaabe Nation in Treaty 3; correct?

17 A. Correct.

18 42 Q. Animakee Wa Zhing #37 First Nation
19 is also a plaintiff in an action commenced with
20 eight other Treaty 3 Communities regarding the
21 annexation of Treaty 3 annuities; correct?

22 A. Correct.

23 43 Q. You would agree that Animakee Wa
24 Zhing #37 First Nation is the lead plaintiff in
25 that action?

1 A. No, not the lead. We are just at
2 the top of the list because of its alphabetical.

3 44 Q. Okay. And do you have the same
4 position in terms of Animakee Wa Zhing #37 First
5 Nation being the lead as the added parties
6 intervening in this proposed class action?

7 A. No, not the lead.

8 45 Q. You are the only representative of
9 the added parties that have affirmed or swear an
10 affidavit in the course of this proposed class
11 action; correct?

12 A. Correct.

13 46 Q. And your evidence is intended to
14 be representative of all nine added parties for the
15 purpose of this proposed class action; correct?

16 A. Correct.

17 47 Q. Okay. Now, I'm going to just ask
18 more specific question to your annuities action,
19 and that I'm referring to the court file number
20 CV-25-00000087-0000. Prior to commencing this
21 action did you discuss this claim with the other
22 eight First Nation or also the plaintiffs?

23 A. I discussed it with the other
24 eight First Nations.

25 48 Q. You did?

1 A. Prior to -- sorry.

2 49 Q. Prior to filing your action did
3 you discuss this action or the claim with the other
4 eight plaintiffs, the other eight First Nation that
5 are plaintiff to this action?

6 A. Yes.

7 50 Q. Okay. Did you discuss this action
8 with other Treaty 3 Communities that are not
9 plaintiffs to this action?

10 A. In October 2024 there was a
11 presentation by Sara Mainville about a suggested
12 annuities action, so it was discussed generally at
13 that meeting.

14 51 Q. Did you discuss this action with
15 the other Treaty 3 Communities outside of that
16 meeting on other occasions?

17 A. No.

18 52 Q. Have you had discussion with other
19 Treaty 3 Communities since this action has been
20 filed with the court?

21 CNSL. K. ROSE: Sorry, I'll just object
22 only to the extent that those discussions may be
23 covered by litigation privilege.

24 CNSL G. TREMBLAY-TARDIF: I understand
25 your concern. I'm asking about discussion that the

1 affiant may have or Chief McVicar may have with
2 other communities that are not plaintiff in this
3 action.

4 CNSL. K. ROSE: I see. In that case I
5 don't have any objection. Thank you.

6 CNSL G. TREMBLAY-TARDIF: No problem.

7 53 Q. So have you discussed your action
8 with those other communities since it was filed
9 with the court?

10 A. No.

11 54 Q. Was notice of your action provided
12 to all Treaty 3 First Nations since it's been filed
13 within the court?

14 A. Yes, it was probably two or three
15 weeks after all of the chiefs were sent a copy of
16 the claim.

17 55 Q. Was it through email or mail or do
18 you know the means that it was distributed?

19 A. Email.

20 CNSL G. TREMBLAY-TARDIF: Okay. Would
21 it be possible for you to provide us with a copy of
22 that notice to all the other Treaty 3 Communities?

23 THE WITNESS: I didn't send it. Our
24 council had it sent through -- through Treaty 3
25 administration I believe, but I would have received

1 it too, so yes.

2 U/A CNSL. K. ROSE: I can take that request
3 under advisement.

4 CNSL G. TREMBLAY-TARDIF: Thank you.
5 Again, I don't want to step over the line of any
6 privilege. It's just really the notice being sent
7 to all other Treaty 3 Communities.

8 CNSL. K. ROSE: Understood.

9 CNSL G. TREMBLAY-TARDIF: Thank you.

10 56 Q. And, Chief McVicar, you mentioned
11 Treaty 3 administration. Can you just clarify for
12 me what is that?

13 A. It's the -- it would be the
14 leadership, the administrative leadership team
15 because they would, I am assuming, have access to
16 all the emails.

17 57 Q. Oh. And I am just going to -- you
18 mean it's an email distribution list or a separate
19 entity that administer all Treaty 3 interests in
20 the matter?

21 A. No, they would not administer our
22 Treaty 3 interests in the matter.

23 58 Q. Now we'll take a closer look at
24 your affidavit.

25 A. Okay.

1 59 Q. The one -- sorry, just want to
2 confirm, your affidavit affirmed on May 1st, 2026.

3 A. Okay.

4 CNSL G. TREMBLAY-TARDIF: Counsel, if
5 you would not mind I'm going refer the affiant to
6 the copy that she has with her and avoid to kind of
7 share and unshare my screen and disturb the conduct
8 of the cross-examination. So unless you have any
9 objection, counsel, I'm going to refer specifically
10 to the paragraph.

11 CNSL. K. ROSE: I don't have any
12 objection to that at this time. However, as your
13 questions progress it may be necessary to turn the
14 witness's attention to specific portions and then I
15 may ask that they be put on the screen, but I will
16 see how your questions progress to see if that's
17 necessary.

18 CNSL G. TREMBLAY-TARDIF: Thank you.

19 60 Q. So paragraph 7 of your affidavit
20 affirmed on May 1st, you stated that:

21 "The Plaintiff Treaty 3
22 Communities are all member
23 communities of the Anishinaabe
24 Nation in Treaty #3 and Grand
25 Council Treaty #3."

1 You recognize that first sentence?

2 A. Yes.

3 61 Q. Can you describe for me what is
4 this Grand Council Treaty #3?

5 A. It's just a council of the
6 28 chiefs.

7 62 Q. Okay. What is the mandate of this
8 Grand Council?

9 A. The mandate is to advance and
10 protect our treaty rights.

11 63 Q. And who is part of this Grand
12 Council?

13 A. The 28 chiefs of the
14 28 communities.

15 64 Q. So can we say that the Grand
16 Council Treaty #3 is the representative
17 organization for Treaty 3 Communities?

18 A. No. We are each independent.
19 Sometimes we align on certain issues but not
20 everything.

21 65 Q. So it does not represent the
22 28 First Nations?

23 A. We are each independent.

24 66 Q. Okay. And you say that it
25 represent or it's comprised of all chiefs of the

1 28 First Nations under Treaty 3; correct?

2 A. Correct.

3 67 Q. How about members of the band 826
4 general list/western? Do you recognize this band
5 or this general list?

6 A. I don't know what you are
7 referring to. What was -- could you repeat that?

8 68 Q. Yeah, no problem. Maybe if I can
9 be of help. If you look at the affidavit of Chief
10 Waylon Scott, and I may be able to share my screen
11 for the purpose of this cross-examination. At
12 exhibit C there are a list of First Nation under
13 Treaty 3.

14 A. Okay. You know, I'm going to be
15 honest here, I have his affidavit and I have the
16 claim but I don't have the rest of the exhibits
17 printed.

18 69 Q. No problem. I'm just going to
19 share my screen.

20 A. Okay.

21 70 Q. And let me know when it seems
22 perfect size for you to be able to review. Do you
23 see it?

24 A. Yes.

25 71 Q. Okay. And just again, just to

1 make sure that you know what I'm referring to, this
2 is a motion record of the plaintiff filed and
3 served on June 25, 2025. This is tab 3, the
4 affidavit of Chief Waylon Scott, and tab 3C is the
5 list of First Nation. And actually again first on
6 the alphabetic number here you are, is your
7 community listed here. And right here we have 826,
8 general list/western. Do you recognize this
9 association group as being part of Treaty 3
10 beneficiaries?

11 A. I don't recognize it.

12 72 Q. Do you know if they have any
13 representative part of the Grand Council for
14 Treaty 3?

15 A. As you see, each band is given a
16 number so I'm sure you can look that up.

17 73 Q. Okay.

18 A. I would be curious that what it
19 is, if it's an agency maybe, but I don't know. I
20 can't say. I don't know.

21 74 Q. But you don't -- to your
22 recollection you never see any representative of
23 the general list/western being present at the Grand
24 Council Assembly to your recollection?

25 A. Not titled that way. No.

1 75 Q. Whether it was at the 2024 Grand
2 Assembly or the 2025 Grand Assembly, you don't
3 recall having seen anybody from that general list?

4 A. It's hard to say because I don't
5 know what it is.

6 76 Q. Correct. I give you this one. So
7 turning back to the Grand Council, can you describe
8 to me what type of issues are discussed during
9 those assemblies generally speaking?

10 A. The first day is called a National
11 Assembly and generally we are reporting on the
12 committee work that the chiefs of the four
13 directions are involved with. The four directions
14 is the governance model so there are chiefs from
15 north, south, east and west, and each direction has
16 files that they work on with the technical staff
17 and with the government to protect and enhance our
18 treaty rights and services as it may apply. For
19 example, I'm on the -- I'm a chief of the west
20 direction and our files are health and social,
21 yeah.

22 77 Q. Do you -- during those Grand
23 Council Assembly do you discuss treaty rights or
24 governance or just the services?

25 A. Well, that is the first day they

1 call the National Assembly, and then on the second
2 and third day it's Chiefs-in-Assembly and sometimes
3 there are presentations, like for example, the
4 Sovereign Wealth Fund. We get a presentation about
5 that. Sometimes chief will -- chiefs will request
6 to have put on the agenda certain issues or
7 presentations. Sometimes some of the committees
8 request to be put on the agenda certain projects
9 that we are working on together. We also have, let
10 me think, resolution, a period where resolutions
11 that would have had to have come in prior. There
12 would be a time to go through those resolutions
13 with the chiefs. They try to do that on the second
14 day. Sometimes there are just times where we have
15 just open table, that is for sure where we just
16 bring up different issues and discuss them. We
17 also invite the committees, the women's, the men's,
18 the 2SLGBTQIA+ and the youth councils so that they
19 can bring forward concerns, and that happens on the
20 first day.

21 Another thing that happens is we have
22 elders who give us teachings from time to time.
23 They are asked to come and share their knowledge.
24 Treaty 3 is very traditional and there's a lot of
25 ceremony involved with these meetings and there are

1 drums that are there, several drums and protocols
2 and sacred items, and there's lot of time, you
3 know, dedicated to making sure that all those
4 protocols are done in a good way, and sometimes it
5 involves doing an honour song or a healing song if
6 someone is not well. So that does take some of the
7 time for sure, but that would be mostly what goes
8 on.

9 78 Q. Thank you. And those assembly,
10 are they open to all members of the Treaty 3 or
11 simply chiefs and councillors?

12 A. They are open, but the first day
13 is called the National Assembly so the members at
14 large are allowed to speak but on the
15 Chiefs-in-Assembly second and third day they have
16 to ask for -- one of the chiefs to ask for them to
17 be able to speak. It does happen but it has to go
18 through one of the chiefs. And there are times
19 when there are in-camera sessions where everyone is
20 asked to leave except for the chiefs and the --
21 sometimes even the staff. Sometimes it's just the
22 chiefs and the chair.

23 79 Q. Thank you. And those assembly
24 meetings, they occurred periodically throughout
25 the years or only once a year?

1 A. They occur in the spring and in
2 the fall for sure and then sometimes there are
3 special meetings that are called.

4 80 Q. Does the Grand Council keep
5 records of the discussions held during those
6 assemblies?

7 A. My understanding is that they are
8 recorded by a professional company that they
9 contract.

10 81 Q. And are those records public?

11 A. The first day is broadcasted on
12 YouTube. After that they are the record of the
13 Grand Council.

14 82 Q. Okay. Now I would like to discuss
15 more specifically about the October 2024
16 Chiefs-in-Assembly meeting. You are discussing it
17 in your affidavit affirmed on May 1st. I believe
18 starting -- actually no, it was discussed in your
19 previous affidavit so maybe we can just take your
20 affidavit affirmed on March 2026.

21 CNSL. K. ROSE: Pardon me, do we need
22 the list of bands on the screen at this time?

23 CNSL G. TREMBLAY-TARDIF: Am I still
24 sharing? I'm sorry. Thanks for notifying it. No,
25 we do not need this list.

1 83 Q. So again, I'm going to refer you
2 to starting paragraph 11 of your affidavit affirmed
3 on March 26, 2026. You stated that you -- on
4 paragraph 11 you attended the fall 2024 Grand
5 Council Chiefs-in-Assembly meeting. Is that
6 correct? Do you see this?

7 A. In paragraph 11, yes, I did.

8 84 Q. Do you recall who else was
9 participating to the Chiefs-in-Assembly on that
10 date from October 1st to October 3rd, 2024?

11 A. From the 1st to the 3rd?

12 85 Q. Yeah?

13 A. I know that there's a sign-in
14 sheet for the chiefs but chiefs are busy and they
15 come and they go. They are not always there for
16 the full time. I know that the staff generally
17 attend, but I don't know who they all are. The
18 technical staff are nearby for the proceedings to
19 assist and there's usually two or three chairs at
20 the front. And there's usually members of the
21 community from all the 28 nations in the audience.

22 86 Q. An agenda was circulated before or
23 during that Chiefs-in-Assembly?

24 A. Before.

25 87 Q. Before. Is that the -- sorry?

1 A. I would just say that during the
2 assembly the agenda, there would be a request
3 sometimes at the beginning for additions or
4 rejigging or resetting some of the times for some
5 of the items and then as we progress sometimes
6 items are added.

7 88 Q. And just to confirm, exhibit 3 of
8 your affidavit affirmed on March 26, 2026, can you
9 please take exhibit 3 and describe to me the
10 document?

11 A. That is an agenda for the assembly
12 for fall assembly of 2024.

13 89 Q. That was the agenda that you have
14 received for that assembly on October 1st to
15 October 3rd, 2024?

16 A. Correct.

17 90 Q. There's a draft printing behind
18 it. Do we know it was the finalized version or ...

19 A. We would have received the
20 finalized version in our binder so that this one
21 would have been received before.

22 91 Q. So you mentioned a binder. So you
23 had received a binder with other documents that
24 pertain to that Chiefs-In-Assembly; correct?

25 A. Correct.

1 92 Q. Did you receive specific materials
2 dealing with annuity claim in that binder?

3 A. I don't recall.

4 U/A CNSL G. TREMBLAY-TARDIF: Would it be
5 possible for you to provide us a copy of any
6 material received before or during the assembly in
7 relation to annuities.

8 CNSL. K. ROSE: We'll take that request
9 under advisement. And could I just make sure I
10 have it clear, you are referring to all three days
11 of the assembly?

12 CNSL G. TREMBLAY-TARDIF: Yes. So just
13 to make sure it's clear on the record, we are
14 looking for copies of any materials received before
15 or during the Chiefs-In-Assembly or the Grand
16 Council Assembly duration from October 1st to
17 October 3rd, 2024, in relation to annuities.

18 CNSL. K. ROSE: Okay. And so anything
19 provided by any individual at any point in the
20 three days that touched on annuities?

21 CNSL G. TREMBLAY-TARDIF: Correct.
22 Exactly.

23 CNSL. K. ROSE: Just so I have it, what
24 is the relevance of that?

25 CNSL G. TREMBLAY-TARDIF: It's just

1 that we have received through this affirmed
2 affidavit the agenda, and it seemed that at various
3 points in this, again, assembly, I understand that
4 the first day is the National Assembly and followed
5 by two Chiefs-In-Assembly, the subject of annuities
6 was raised through various presentations and we
7 just wanted to have a fair understanding of the
8 content of this presentation and documents that was
9 presented to the attendees.

10 CNSL A. ROGERS: Counsel, can you be
11 clear that this is an unfiled affidavit in this
12 proceeding, and the plaintiff takes serious issue
13 with questions on an unfiled affidavit that is not
14 part of the record. So if you could refer to it as
15 an unfiled affidavit going forward so the record is
16 clear, please.

17 CNSL G. TREMBLAY-TARDIF: I take note
18 of that. I'll try my best to be clear on the
19 record.

20 So do you request more clarification,
21 counsel, on -- for the undertakings?

22 CNSL. K. ROSE: I think it's clear. I
23 wonder, in the agenda itself there are specific
24 items that contain the word annuities, and you
25 are -- so I'm sorry if I'm belabouring the point

1 here, but you are asking for production of any
2 materials that -- written materials that were
3 provided that contained a discussion of the topic
4 of annuities; is that right?

5 CNSL G. TREMBLAY-TARDIF: Yes, that
6 would have been discussed and presented in the
7 course of this assembly.

8 CNSL. K. ROSE: Okay. We have that
9 request and we will take it under advisement.
10 Thank you.

11 CNSL G. TREMBLAY-TARDIF: Thank you.

12 93 Q. Now, we are just going to go
13 through this agenda and go through specific items
14 that is indicated there. So we see that on
15 October 2nd, 2024, the middle table
16 Chiefs-In-Assembly at 3:30. We see "Treaty 3
17 Annuity Litigation Sara Mainville JFK." Do you see
18 this?

19 A. Yes.

20 94 Q. Correct me if I'm wrong, but I
21 believe you referred to that presentation earlier
22 during this cross-examination?

23 A. Yes.

24 95 Q. So just for the purpose of the
25 record can you confirm who is Sara Mainville?

1 A. Sara Mainville is the managing
2 partner of JFK Law.

3 96 Q. And, sorry, I don't want to
4 interrupt you.

5 A. I know that she -- I know her to
6 be a former chief as well of one of the Treaty 3
7 Communities.

8 97 Q. And JFK Law represent Animakee Wa
9 Zhing #37 First Nation in your annuity action;
10 correct?

11 A. Correct.

12 98 Q. For the previous court file number
13 I previously referred in my cross; correct?

14 A. Correct.

15 99 Q. And JFK Law also represent the
16 other eight First Nation that are also plaintiff to
17 the annuity actions; correct?

18 A. Correct.

19 100 Q. What is your recollection of the
20 purpose of that presentation?

21 A. The purpose to me was to have a
22 discussion about the historical -- historical
23 research and approach that could be taken with
24 regard to an annuities claim. There was no action
25 that had begun at that point. It was just an

1 information session that was presented and -- at
2 the request of some of the chiefs is my
3 understanding.

4 101 Q. Perfect. I just want to go back
5 to some of the elements of your answer. So it was
6 presented as an option; what do you mean by that?

7 A. Just food for thought at that
8 point. Yeah.

9 102 Q. And just to be clear when you say
10 presented as an option, you refer to the action, a
11 legal proceeding was presented to the assembly as
12 an option?

13 A. I can't recall if it was that much
14 detail.

15 103 Q. What do you recall really?

16 A. I recall that there was some
17 discussion around how we could approach the
18 litigation.

19 104 Q. So there was a discussion about
20 potential litigation?

21 A. Yes.

22 105 Q. Whatever form it was there was a
23 discussion about commencing litigation on
24 annuities?

25 A. And some of the history of what

1 was known about what happened around the time of
2 the treaty.

3 106 Q. Okay. And just last thing, at the
4 request of chiefs, do you know who chiefs requested
5 this presentation?

6 A. Not specifically.

7 107 Q. Okay. Thank you. A bit higher on
8 the table middle level we have at 1:30 "Cows and
9 Ploughs Ryan Lake, Maurice Law." Do you see this?

10 A. Yes.

11 108 Q. Who is Ryan Lake?

12 A. He introduced himself on the third
13 day as counsel with Maurice Law.

14 109 Q. Maurice Law is a law firm
15 representing Wabaseemoong First Nation in this
16 proposed class action; correct?

17 A. Correct.

18 110 Q. And when did the this presentation
19 actually took place?

20 A. It took place on the third day.

21 111 Q. Okay. Do you know why the
22 presentation was postponed to the next day, so the
23 third day being October 3rd?

24 A. I don't know why but it wasn't
25 just about cows and ploughs, and it was -- sorry.

1 112 Q. Sorry, I cut you. So what do you
2 mean it was not just about cows and ploughs?

3 A. It refers to cows and ploughs in
4 the agenda but during the resolutions there was a
5 resolution brought forward, a support resolution by
6 Wabaseemoong and the Chief Waylon Scott asked if
7 his council could give a presentation regarding the
8 support resolution that they were seeking, and the
9 presentation included cows and ploughs and
10 annuities.

11 113 Q. Okay. We'll circle back to the
12 resolution itself but I just want to complete with
13 the agenda. We also see on October 3rd at
14 2:00 p.m. annuities presentation by Leo Waisberg,
15 historian. Do you see this?

16 A. Yes.

17 114 Q. What is your recollection of the
18 purpose of that presentation?

19 A. He is a historian to give his
20 historical knowledge, I would assume, but I don't
21 recall it happening on that day. I do recall it
22 happening and I think it happened on the second
23 day.

24 115 Q. Okay.

25 A. But that is my recollection that

1 it happened on the second day.

2 116 Q. Okay. Thank you. Just now we are
3 going to talk specifically to your recollection of
4 the presentation from Ryan Lake and Maurice Law,
5 the one that we were just talking about. So we
6 discussed about the purpose, your recollection of
7 its purpose. Just for my understanding the
8 presentation title referred to cows and ploughs.
9 What do you understand this to refer to?

10 A. Agricultural implements that would
11 have been promised at the time of treaty to the
12 different communities.

13 117 Q. And you agree with me that the
14 title of the presentation only concerned cows and
15 ploughs; correct? So only the agricultural
16 benefits promise on the Treaty 3?

17 A. That is what the title says to me.

18 118 Q. And your evidence that you
19 presented a bit earlier you presented that during
20 this presentation they discuss annuities also;
21 correct?

22 A. Correct.

23 119 Q. And when I'm saying "they," we
24 know that Mr. Ryan Lake was presenting as presented
25 on the agenda, but do you recall if Chief Waylon

1 Scott was also presenting during that?

2 A. Not at the beginning. He just
3 introduced his lawyer and he just spoke about that
4 his community was bringing forward this action and
5 that he would let his lawyer speak to it.

6 120 Q. Okay. So you would agree that
7 during the presentation you learned that Maurice
8 Law and Wabaseemoong intended to include Treaty 3
9 annuities pleading with their claim for cows and
10 ploughs in their pleading; correct?

11 A. Yes.

12 121 Q. Were you surprised by that when
13 you learned that they were also including annuities
14 claim as part of their proposed proceeding?

15 A. Yes.

16 122 Q. Why is that?

17 A. Because I -- I can't speak for the
18 other chiefs but I -- let me think. My community
19 has its own ideas around how to proceed and a class
20 action was -- is not in that -- in that -- it's not
21 preferable. But I can only speak for me, right, so
22 I was just surprised because it wasn't -- it wasn't
23 listed that it would be brought forward in a
24 resolution. The draft resolution only referred to
25 cows and ploughs.

1 123 Q. Thank you. Beside the draft
2 resolution was draft pleadings, legal material
3 distributed through chiefs during this
4 presentation?

5 A. No.

6 124 Q. During that presentation was the
7 lawsuit presented by Wabaseemoong and Maurice Law
8 characterized as a class action?

9 A. At the outset it was.

10 125 Q. Okay. Just a minute. Then so the
11 affidavit was and thereafter was this other type of
12 characterization for this lawsuit?

13 A. Right. After questions from the
14 chiefs, some revisions were suggested and so some
15 time was taken to do that, and then it was brought
16 forward again after it had been revised.

17 126 Q. Can you briefly describe to me
18 what you mean by revisions were made or questions
19 were raised by chiefs? Can you describe the nature
20 of those questions and the nature of those
21 revisions.

22 CNSL. K. ROSE: I wonder, I think some
23 of this is canvassed in chief's affidavit and so I
24 wonder if she might have the benefit of reviewing
25 those provisions of her affidavit before she gives

1 her answer.

2 CNSL G. TREMBLAY-TARDIF: I'm
3 comfortable with that, and I can maybe direct the
4 witness to those paragraph specifically, but I
5 would also have to have her own evidence which she
6 recall or recollection of what discussions and
7 questions that was raised during this assembly.
8 But if you want I can definitely give her time to
9 review the specific paragraph of that, of her
10 previous unfiled affidavit affirmed on March 26,
11 2026.

12 CNSL. K. ROSE: I think just in
13 fairness to this witness because some time has
14 passed between her affidavit and today, you know, I
15 think in fairness she ought to be given the
16 opportunity to review her previous answers.

17 CNSL G. TREMBLAY-TARDIF:

18 127 Q. So I do believe, Chief McVicar,
19 that discussions about the resolution CA-24-24 is
20 discussed in your affidavit, and if you want maybe
21 we can give you five minutes just to review it if
22 you want just to read it through. Off record if
23 you prefer.

24 A. Which affidavit, the earlier one?

25 128 Q. Yes, the first one. The unfiled

1 affidavit dated March 26, 2026, affirmed by you on
2 March 26 starting at paragraph 14, I believe.

3 A. Okay. If you don't mind I will
4 take five minutes.

5 CNSL G. TREMBLAY-TARDIF: Yeah, we can
6 go off record.

7 (DISCUSSION OFF THE RECORD)

8 (PROCEEDINGS ADJOURNED AT 2:44 P.M.)

9 (PROCEEDINGS RECONVENED AT 2:51 P.M.)

10 CNSL G. TREMBLAY-TARDIF:

11 129 Q. So, Chief McVicar, we just had a
12 little five-minute break to allow you to review the
13 affidavit, previous affidavit that you affirmed on
14 March 26, 2026. Given the objection raised by my
15 colleague on the admissibility of that affidavit
16 I'm just going to now ask you to take it away from
17 you and I'm going to ask you questions based on
18 your recollections.

19 CNSL A. ROGERS: I am objecting to that
20 line of questioning. This is a cross-examination
21 on an affidavit. The meeting isn't even referred
22 to in the second affidavit. So you are questioning
23 outside the scope of an affidavit that has been
24 filed on the basis of an unfiled affidavit. I
25 appreciate you are going to go ahead anyway, but

1 this is to cede an admissibility motion with
2 respect to your questions, counsel.

3 CNSL G. TREMBLAY-TARDIF: Thank you. I
4 take notes of your objection. It's part of the
5 record. Again, our position is those facts, those
6 evidence are directly relevant to the issue at the
7 certification motion, so we are going to ask those
8 question based on the recollection of the witness.

9 CNSL A. ROGERS: Right, but this isn't
10 a trial where a witness is giving evidence on the
11 stand and you are asking questions. It's not a
12 discovery. It's a cross-examination on an
13 affidavit that is being tendered in respect of the
14 scope of an intervenor's participation which is
15 defined by the consent order.

16 CNSL G. TREMBLAY-TARDIF: I understand.
17 Our position here is that in terms of relevancy it
18 goes beyond the four corners of this affidavit. It
19 goes beyond what is the scope of this affidavit.
20 It goes directly what is relevant to the
21 certification motion. But we have your objections.
22 We understand that you are -- will probably move
23 with a motion to strike and we will be able to
24 defend and deal with those issues at that time.
25 That's all right with you.

1 CNSL A. ROGERS: Well, there's nothing
2 I can do.

3 CNSL G. TREMBLAY-TARDIF: Counsel,
4 unless you have objection yourself as defending
5 this cross-examination, I'm going to proceed with
6 those questions.

7 CNSL. K. ROSE: I appreciate you've
8 stated that the question is relevant to issues on
9 the application. I'm wondering if you can be any
10 more specific than that.

11 CNSL G. TREMBLAY-TARDIF: In terms of
12 what criterias specifically it's relevant to?

13 CNSL. K. ROSE: Yes.

14 CNSL G. TREMBLAY-TARDIF: With respect
15 we will keep that as part of our submissions once
16 the motion to strike will be presented.

17 CNSL. K. ROSE: Okay. Okay. Again, I
18 will -- I don't have an objection to the questions
19 regarding chief's recollection of events but I do
20 think you may come up against the bounds of
21 relevance here and so I will be mindful and I would
22 ask you to be so as well in constraining the
23 questions to issues that are directly relevant to
24 the application for certification. The motion for
25 certification I should say.

1 CNSL G. TREMBLAY-TARDIF: Noted. Thank
2 you.

3 130 Q. So, Chief McVicar, I'm going to
4 ask you now more question about the discussion that
5 were held in relation to the resolution CA-24-24
6 that was presented by Chief Scott Waylon [sic]
7 during the October 3rd day 2024, third day of the
8 Chiefs-In-Assembly. And just for your information,
9 I'm going to refer you to the resolution that has
10 actually been produced as part of affidavit of
11 Chief Waylon Scott at exhibit D.

12 A. Okay. I don't have that but --

13 131 Q. I will share my screen, if you
14 want.

15 A. Thank you.

16 132 Q. No worry.

17 CNSL G. TREMBLAY-TARDIF: Counsel, let
18 me know if I again share the resolution for too
19 long on the screen.

20 133 Q. Do you see it?

21 A. Yes, I do.

22 134 Q. Do you recognize this document?

23 A. Yes, I do.

24 135 Q. Can you please describe it.

25 A. It is a support for Wabaseemoong

1 lawsuit resolution.

2 136 Q. Thank you. This is the same
3 resolution that was advanced by Wabaseemoong First
4 Nation with the assistance of Maurice Law on
5 October 3rd, 2024; correct?

6 A. After it was revised. That's not
7 the first draft.

8 137 Q. Okay. This resolution was
9 presented for consideration by the chief for the
10 Chiefs-In-Assembly; correct?

11 A. Yes, as a support resolution.

12 138 Q. And it was discussed during that
13 assembly; correct?

14 A. Yes.

15 139 Q. If we go at the third paragraph,
16 so one, two, three, it states:

17 "Whereas Wabaseemoong
18 independent nation will commence a
19 lawsuit (The "Lawsuit")."

20 You recognize that?

21 A. Yes.

22 140 Q. The term lawsuit is not defined
23 anywhere else in that resolution; correct?

24 A. Correct.

25 141 Q. And the term lawsuit does not

1 refer to a class action in that resolution;
2 correct?

3 A. Not in this draft.

4 142 Q. Was there another draft that was
5 presented that may have include those -- the
6 reference to the class action to your recollection?

7 A. Yes, the first draft did refer to
8 class action.

9 U/A CNSL G. TREMBLAY-TARDIF: Would it be
10 possible to have a copy of that first draft.

11 CNSL. K. ROSE: We will take that under
12 advisement to the extent that the chief has a copy
13 in her possession.

14 CNSL G. TREMBLAY-TARDIF: Thank you.

15 143 Q. During that presentation you
16 mentioned that the chief, various chiefs raised
17 questions; correct?

18 A. Correct.

19 144 Q. Concern were raised about how the
20 proposed litigation could affect other Treaty 3
21 claims; correct?

22 A. Correct.

23 145 Q. It particulars concern was raised
24 about whether the proposed claim advanced by
25 Wabaseemoong can affect annuity claims; correct?

1 A. Both, I would say. Annuity claims
2 but also cows and ploughs.

3 146 Q. Thank you. Do you recollect who
4 raised those concerns?

5 A. Yes. Chief Janice Henderson
6 raised that concern. I also raised the concern
7 myself about not having enough time to consider
8 what it is that they were talking about because
9 this was during a resolution session which is very
10 fast paced and it's not -- you know, there's not a
11 lot of time. They've got other resolutions to
12 pass, and so I wanted to understand it more fully
13 and have time, so I asked for -- later after --
14 when this was presented in the form that it is now
15 I asked for it to be tabled, but that was denied so
16 it proceeded. And Chief Henderson asked for a
17 without-prejudice statement which is in there about
18 the individual rights.

19 147 Q. Yeah, just for the record, and I
20 don't want to interrupt, but are you referring to
21 the fifth paragraph stating:

22 "Whereas this resolution does
23 not prejudice the individual rights,
24 efforts and past and future
25 agreements of individual Treaty 3

1 First Nations".

2 A. Right.

3 148 Q. Sorry, did you want to complete
4 your answer? Did you want to present other
5 evidence?

6 A. That's what came from me and
7 that's what came from Chief Henderson. There was
8 some discussion, I can't remember what chief,
9 around how that works for legal fees with a class
10 action but that ended up not being relevant later
11 when this draft came out. The understanding was
12 what is contained in the wording of this resolution
13 around -- that we support them doing them, right,
14 basically. It's not binding on the
15 Chiefs-In-Assembly. It's not binding on Grand
16 Council. It doesn't mean that it's a mandate and
17 it doesn't mean that the individual First Nations
18 are joining. It just means that we respect that
19 they will have a lawsuit and you have to respect
20 that we may or some of us may have already, whether
21 it's cows and ploughs or annuity, but I wasn't
22 aware of anyone with any annuity, but anyway, so
23 it's non-binding and in support of them doing what
24 they want to do.

25 149 Q. That is your understanding of the

1 representation made by Maurice Law or the
2 discussion that was during that time, during the
3 discussion of the resolution?

4 A. Yes.

5 150 Q. Okay. Just turning back, you
6 mentioned Chief Janice Henderson. Can you please
7 confirm to which community she is a chief?

8 A. Chief Janice Henderson is the
9 chief of Mitaanjigamiiing First Nation.

10 151 Q. Thank you. And this First Nation
11 is one of the nine plaintiffs in your Treaty 3
12 annuity actions; correct?

13 A. Correct.

14 152 Q. Isn't it true also that chief?
15 Carrie Atatise-Norwegian also raised concern about
16 the proposed class action?

17 A. After it was drafted she made a
18 statement about that it appeared there was no
19 longer a reference to class action, that they like
20 other First Nations will from time to time ask for
21 support for something that they are doing. It's
22 more of a moral kind of support. And that she said
23 that she sees that the class action has been
24 removed and that the without-prejudice clause was
25 put in and that Wabaseemoong would be doing their

1 own lawsuit which nobody was worried because of
2 this new wording that ...

3 153 Q. And just for the record, chief?
4 Carrie Atatise-Norwegian, she is the chief of which
5 First Nation and band?

6 A. It's a long name that I'm not that
7 familiar with. It's Lac La Croix is the common
8 name.

9 154 Q. If I present to you she is a
10 chief, again I'm going to very apologizing for
11 maybe mispronouncing this word, but the
12 Gakijiwanong Anishinaabe Nation?

13 A. Correct. Yeah, that's it.

14 155 Q. Thank you. And the?
15 Gakijiwanong Anishinaabe Nation is one of the nine
16 plaintiffs in your Treaty 3 annuity actions;
17 correct?

18 A. Correct.

19 CNSL G. TREMBLAY-TARDIF: Just for
20 logistics, Ms. Court Reporter, we will send you
21 with the style of cause the name of the First
22 Nation that has been referred to this during this
23 cross-examination for this exact spelling as well.

24 THE REPORTER: Thank you.

25 CNSL G. TREMBLAY-TARDIF:

1 156 Q. I'm now through with the
2 resolution. I'm now going to ask you to
3 specifically discuss about that last section here.

4 A. Okay.

5 157 Q. I'm sharing my screen because you
6 mentioned that you don't have that specific
7 exhibit in front of you; correct?

8 A. Correct.

9 158 Q. Okay. So we see here that there
10 was a section about the vote for that resolution;
11 correct?

12 A. Correct.

13 159 Q. And resolution at the Grand
14 Council Assembly is adopted by votes of chiefs;
15 correct?

16 A. Correct.

17 160 Q. Chiefs or proxy; correct?

18 A. Correct.

19 161 Q. And a resolution to be adopted
20 require majority vote?

21 A. Correct.

22 162 Q. Require majority vote of the chief
23 that are attending the assembly?

24 A. Of a quorum.

25 163 Q. What is a quorum?

1 A. 15.

2 164 Q. Okay. So just to confirm, for a
3 resolution to be adopted you need majority of the
4 vote of the quorum of the chiefs attending the
5 assembly; correct?

6 A. Correct.

7 165 Q. You would not need majority of all
8 the communities that are under Treaty 3?

9 A. Correct.

10 166 Q. We see here at the bottom that
11 this was moved by Chief Waylon Scott Wabaseemoong
12 First Nation. We understand here that there was a
13 resolution that was moved and presented by Chief
14 Waylon Scott; correct?

15 A. Correct.

16 167 Q. It's also seconded by Chief
17 Clifford Bull Lac, Seul First Nation; correct?

18 A. Correct.

19 168 Q. And we see that there is a vote
20 for and opposed. You see this?

21 A. Yes.

22 169 Q. We see here that we have 11, and I
23 am assuming I'm asking you that 11 refer to 11
24 First Nation that voted in favour of this
25 resolution?

1 A. Correct.

2 170 Q. And 4 that opposed that
3 resolution?

4 A. Correct.

5 171 Q. And we see down here that we have
6 the name -- can you confirm that those names that
7 follow are the chief that opposed the resolution
8 here?

9 A. Could you repeat that.

10 172 Q. Yes. So we have -- you confirm to
11 me that opposed 4 means that four chiefs opposed
12 the resolution, the adoption of this resolution.
13 My question is the four name that we see below are
14 representing the four chiefs that oppose that
15 resolution at that time?

16 A. Two are chiefs and two are
17 proxies, but that is correct, yes.

18 173 Q. Thank you. You are named here I
19 believe, Chief Linda McVicar Animakee Wa Zhing
20 First Nation. That's you?

21 A. Yes.

22 174 Q. So you opposed that resolution?

23 A. Yes.

24 175 Q. We also see Chief Lynn Indian
25 Mishkosiminiziibing -- maybe I'll ask you to

1 pronounce this First Nation for me.

2 A. Mishkosiminiziibing First Nation.

3 176 Q. Thank you. Is that First Nation
4 part of the nine plaintiff to your Treaty 3
5 annuities action?

6 A. No.

7 177 Q. We also see proxy Chief Henry
8 Swampy, Sagkeeng First Nation. Do you see this?

9 A. Yes.

10 178 Q. Do you know if the Sagkeeng First
11 Nation is one of the nine plaintiffs in the annuity
12 action?

13 A. They are not.

14 179 Q. And then lastly we have proxy
15 Chief Dave Bruyere, Couchiching First Nation?

16 A. Couchiching, yes.

17 180 Q. Sorry, for that. Can you confirm
18 whether this First Nation is also part of the nine
19 plaintiff that are part of the Treaty 3 annuity
20 actions?

21 A. Yes, they are.

22 181 Q. And just to make sure on the
23 record when I'm referring to this Treaty 3 annuity
24 actions I refer to court file CV-25-00000087-0000;
25 correct?

1 A. Correct. Yeah.

2 182 Q. So we discussed about the quorum.
3 We discussed about the vote. I'm going to stop
4 sharing my screen for a minute. And we discussed
5 that there are 28 First Nation in Treaty 3. You
6 would agree with that?

7 A. Yes.

8 183 Q. So just using math, 13 of those
9 First Nation were not participating to this vote;
10 correct?

11 A. Correct.

12 184 Q. And for those 13 First Nation that
13 did not participate to that vote we have no record
14 from this resolution whether they support or oppose
15 this resolution; correct?

16 A. Correct.

17 185 Q. So you would agree with me that
18 those non-participating First Nation might opt out
19 of the Wabaseemoong proposed class action?

20 CNSL. K. ROSE: Sorry, I am going to
21 object here because I don't think that is within
22 the knowledge of this witness what they might or
23 might not do.

24 CNSL G. TREMBLAY-TARDIF: Okay.

25 186 Q. Just one last question, Chief

1 McVicar. Following this assembly did your
2 community receive the draft statement of claim that
3 was going to be presented by the Wabaseemoong First
4 Nation?

5 A. No.

6 187 Q. So your community did not receive
7 a copy of the draft statement of claim of the
8 lawsuit that was going to be commenced by the
9 Wabaseemoong First Nation?

10 A. Not -- what was your question?

11 188 Q. Sorry.

12 A. Prior.

13 189 Q. Your community did not receive a
14 copy of the draft statement of claim from
15 Wabaseemoong First Nation for this lawsuit?

16 A. Correct.

17 190 Q. Am I also correct that your
18 community did not receive a copy of the issued
19 statement of claim for the Wabaseemoong proposed
20 class action?

21 A. I was -- I -- I became aware on
22 October 1st, 2025, from a staff member at Treaty 3
23 that a claim had been filed, that they had
24 knowledge of that, and I had not heard of that
25 before so I requested a copy of the claim.

1 191 Q. And just to -- oops, sorry.

2 A. On October 1st, 2025.

3 192 Q. Okay. So just to confirm,
4 October 1st, 2025, you were first informed about
5 the claim being issued by Wabaseemoong First
6 Nation; correct?

7 A. Correct.

8 193 Q. You were informed of that by one
9 of the staff for the Grand Council; correct?

10 A. Correct.

11 194 Q. And you requested a copy of the
12 statement of claim from the Wabaseemoong First
13 Nation from that staff; correct?

14 A. From that staff, correct.

15 195 Q. So you did not receive before that
16 day a copy of the statement of claim for the
17 proposed class action from Wabaseemoong First
18 Nation; correct?

19 A. Correct.

20 CNSL G. TREMBLAY-TARDIF: Counsel, if
21 you don't mind I'm going to take two
22 short minutes -- I'm going to be very mindful of
23 time -- just to consult with my colleague to make
24 sure we covered all the questions for today.

25 CNSL. K. ROSE: I wonder, counsel,

1 first I would suggest we take maybe a little bit
2 longer of a break, 10 to 15 minutes, just mindful
3 of the fact that we've all been online for almost
4 three hours now; would that be all right?

5 CNSL G. TREMBLAY-TARDIF: Yeah. I'm
6 going to make sure -- can we go off the record?

7 CNSL. K. ROSE: I have one other thing
8 to address on the record before we do that.

9 CNSL G. TREMBLAY-TARDIF: So just stay
10 on the record. Yes, I don't have any issue about
11 taking a longer break.

12 CNSL. K. ROSE: Thank you. You
13 previously made a request for the communication --
14 the distribution of the statement of claim brought
15 by my clients. That distribution was made on an
16 individual basis to each of the individual chiefs
17 of Treaty 3, and so I'd like to clarify your
18 request, whether that is for one of those
19 communities or whether you are requesting copies of
20 all of the communication from all -- from my group
21 of nine clients to the remaining communities of
22 Treaty 3.

23 CNSL G. TREMBLAY-TARDIF: If your
24 witness or to your office you can make
25 representation that you distributed a formal notice

1 of your action to all other Treaty 3 Communities
2 and you can present with us with example of one of
3 them, that should be acceptable for us in order to
4 be more, again, in terms of professionalism and be
5 able to present this evidence.

6 CNSL. K. ROSE: Thank you. We have
7 that request and we will take it under advisement.

8 CNSL G. TREMBLAY-TARDIF: Thank you.
9 If we can -- so it's 3:18 eastern time, not sure
10 whether we are on the same time zone, but if we can
11 take 10 or 15 minutes, whichever makes sense for
12 everyone.

13 CNSL. K. ROSE: Perhaps, chief, would
14 you prefer 10 or 15 minutes?

15 THE WITNESS: It's okay. Either one.

16 CNSL. K. ROSE: Perhaps we could take
17 10 if that's acceptable to everyone.

18 CNSL G. TREMBLAY-TARDIF: Yeah, that's
19 perfect.

20 CNSL A. ROGERS: That's agreeable.

21 (PROCEEDINGS ADJOURNED AT 3:18 P.M.)

22 (PROCEEDINGS RECONVENED AT 3:31 P.M.)

23 CNSL G. TREMBLAY-TARDIF: So Chief
24 McVicar, thank you very much for your time and your
25 patience for today cross-examination. This will

1 conclude our questions for you today. I understand
2 that my colleague the plaintiff counsel although
3 she did not present a notice of examination
4 indicated that she may have questions for you that
5 arise from the question and the evidence that you
6 presented during our cross-examination.

7 THE WITNESS: Okay.

8 CNSL. K. ROSE: We don't have any
9 objection to examination by counsel for the
10 plaintiffs.

11 CNSL A. ROGERS: In light of our
12 objection to the entire line of cross-examination
13 on an unfiled affidavit in this proceeding we will
14 not be asking any questions of Chief McVicar.
15 Thank you.

16 CNSL. K. ROSE: If you just give me a
17 moment or two to consider whether there is any
18 redirect. Thank you. Sorry, I apologize, could I
19 have a five-minute break? I know we just came back
20 from break but I would like five minutes to consult
21 with my colleagues.

22 CNSL G. TREMBLAY-TARDIF: No problem.

23 (PROCEEDINGS ADJOURNED AT 3:33 P.M.)

24 (PROCEEDINGS RECONVENED AT 3:38 P.M.)

25 CNSL. K. ROSE: We do not have any

1 questions for the witness in redirect. Thank you.

2 CNSL G. TREMBLAY-TARDIF: Okay. So we
3 are off the record now. I believe this concludes
4 the cross-examination. I think for the next
5 logistic element we can go off the record.

6 (PROCEEDINGS ADJOURNED AT 3:38 P.M.)
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Reporter's Certification:

I, Lana Grace Allen, RCR, RPR, Official
Reporter in the Province of British Columbia,
Canada, BCSRA No. 449, do hereby certify:

That the proceedings were taken down by
me in shorthand at the time and place herein set
forth and thereafter transcribed, and the same is a
true and accurate and complete transcript of said
proceedings to the best of my skill and ability.

IN WITNESS WHEREOF, I have hereunto
subscribed my name this 24th day of May, 2026.



Lana Grace Allen, RCR, RPR
Official & Realtime Reporter

[& - 2025]

1

&	123 41:1	153 52:3	184 57:12
& 64:17	124 41:6	154 52:9	185 57:17
1	125 41:10	155 52:14	186 57:25
1 3:22 4:7 9:16 11:8 13:13,17	126 41:17	156 53:1	187 58:6
10 6:20 60:2 61:11,14,17	127 42:18	157 53:5	188 58:11
100 35:19	128 42:25	158 53:9	189 58:13
101 36:4	129 43:11	159 53:13	19 9:4
102 36:9	13 8:2 57:8,12	16 8:12	190 58:17
103 36:15	130 46:3	160 53:17	191 59:1
104 36:19	131 46:13	161 53:19	192 59:3
105 36:22	132 46:16	162 53:22	193 59:8
106 37:3	133 46:20	163 53:25	194 59:11
107 37:7	134 46:22	164 54:2	195 59:15
108 37:11	135 46:24	165 54:7	1:30 37:8
109 37:14	136 47:2	166 54:10	1:39 4:3
11 6:23 30:2,4 30:7 54:22,23 54:23	137 47:8	167 54:16	1st 5:2,5 6:18 6:24 7:18 8:17 13:25 22:2,20 29:17 30:10,11 31:14 32:16 58:22 59:2,4
110 37:18	138 47:12	168 54:19	2
111 37:21	139 47:15	169 54:22	2 4:13 9:8 10:6
112 38:1	14 8:6 43:2	17 8:16	20 1:21 4:1 9:13
113 38:11	140 47:22	170 55:2	2019 17:1
114 38:17	141 47:25	171 55:5	2021 15:14
115 38:24	142 48:4	172 55:10	2024 19:10 26:1 29:15 30:4,10 31:12 31:15 32:17 34:15 46:7 47:5
116 39:2	143 48:15	173 55:18	2025 5:2,7 25:3 26:2 58:22
117 39:13	144 48:19	174 55:22	
118 39:18	145 48:23	175 55:24	
119 39:23	146 49:3	176 56:3	
12 7:13 9:6	147 49:19	177 56:7	
120 40:6	148 50:3	178 56:10	
121 40:12	149 50:25	179 56:14	
122 40:16	15 8:9 54:1 60:2 61:11,14	18 8:21	
	150 51:5	180 56:17	
	151 51:10	181 56:22	
	152 51:14	182 57:2	
		183 57:8	

[2025 - 76]

2

59:2,4 2026 1:21 3:23 4:1 5:3,4,5 6:18,24 7:19 8:17,23 9:6,10 10:18 13:16,18 13:24 22:2 29:20 30:3 31:8 42:11 43:1,14 64:11 20th 15:17 17:1 21 9:16 21/2 3:16 22 9:24 23 10:4 24 10:9 24-24 42:19 46:5 24th 64:11 25 10:13 25:3 25-00000087... 1:1 9:18 18:20 56:24 25th 5:6 26 3:23 5:2,4 8:23 9:10 10:17,18 13:16 13:18,24 30:3 31:8 42:10 43:1,2,14 27 10:20 28 7:19 10:23 23:6,13,14,22 24:1 30:21 57:5	29 11:2 29240 64:15 2:00 38:14 2:44 43:8 2:51 43:9 2nd 34:15 2slgbtqia 27:18 3 3 1:7,10 3:5 4:23 10:9,10 10:14,15 17:16 17:20,21 19:8 19:15,19 20:12 20:22,24 21:7 21:11,19,22 22:21,24,25 23:4,16,17 24:1,13 25:3,9 25:14 27:24 28:10 31:7,9 34:16 35:6 39:16 40:8 48:20 49:25 51:11 52:16 54:8 56:4,19 56:23 57:5 58:22 60:17,22 61:1 30 11:6 31 13:20 32 13:24 32/4 3:16 33 14:4 34 14:20	35 15:5 36 15:12 37 9:19 10:1 15:10,15 17:14 17:18,24 18:4 35:9 38 15:18 39 16:20 3:18 61:9,21 3:30 34:16 3:31 61:22 3:33 62:23 3:38 62:24 63:6 3c 25:4 3rd 30:10,11 31:15 32:17 37:23 38:13 46:7 47:5 4 4 5:8 10:13 55:2,11 40 17:3 41 17:14 42 17:18 43 17:23 44 18:3 449 64:4 45 18:8 46 18:13 47 18:17 48 18:25 48/9 3:16 49 19:2	5 5 5:15 50 19:7 51 19:14 52 19:18 53 20:7 54 20:11 55 20:17 56 21:10 57 21:17 58 21:23 59 22:1 6 6 5:22 60 22:19 61 23:3 62 23:7 63 23:11 64 23:15 65 23:21 66 23:24 67 24:3 68 24:8 69 24:18 7 7 6:6 22:19 70 24:21 71 24:25 72 25:12 73 25:17 74 25:21 75 26:1 76 26:6
--	--	---	--

77 26:22	accent 10:5	administration	33:11,13,15
78 28:9	acceptable 61:3	20:25 21:11	41:11,23,25
79 28:23	61:17	administrative	42:10,14,20,24
8	access 21:15	21:14	43:1,13,13,15
8 6:12	accurate 64:8	admissibility	43:21,22,23,24
80 29:4	act 12:1	43:15 44:1	44:13,18,19
81 29:10	action 11:25	adopted 53:14	46:10 62:13
82 29:14	17:19,25 18:6	53:19 54:3	affidavits 6:14
826 24:3 25:7	18:11,15,18,21	adoption 55:12	11:17 13:21
83 30:1	19:2,3,5,7,9,12	advance 23:9	14:5,9,22
84 30:8	19:14,19 20:3	advanced 47:3	affirmed 3:22
85 30:12	20:7,11 35:9	48:24	4:4 5:2,4 6:15
86 30:22	35:24 36:10	advisement	6:18,23 7:18
87 30:25	37:16 40:4,20	3:14 21:3 32:9	8:4,13,16,22
88 31:7	41:8 48:1,6,8	34:9 48:12	9:10 10:18
89 31:13	50:10 51:16,19	61:7	13:15,17,21
9	51:23 56:5,12	advisements	18:9 22:2,20
9 6:17	57:19 58:20	3:7,13	29:17,20 30:2
90 31:17	59:17 61:1	affect 48:20,25	31:8 33:1
91 31:22	actions 35:17	affiant 2:9 4:4	42:10 43:1,13
92 32:1	51:12 52:16	15:8 20:1 22:5	affirming
93 34:12	56:20,24	affidavit 1:18	10:21
94 34:20	activities 16:16	3:22 5:1,2,3,4,6	afternoon 4:7
95 34:24	actually 25:5	6:18,21 7:18	agency 25:19
96 35:3	29:18 37:19	8:3,7,13,17,22	agenda 10:9
97 35:8	46:10	9:9,9,13 10:18	27:6,8 30:22
98 35:12	added 15:8	10:25 11:3,8	31:2,11,13
99 35:15	18:5,9,14 31:6	11:13,18 12:13	33:2,23 34:13
a	additions 31:3	12:19,22 13:13	38:4,13 39:25
ability 64:9	address 60:8	13:14,15,17	agree 14:4
able 24:10,22	adjourned 43:8	14:2,19 18:10	17:23 39:13
28:17 44:23	61:21 62:23	21:24 22:2,19	40:6 57:6,17
61:5	63:6	24:9,15 25:4	agreeable 13:6
	administer	29:17,19,20	61:20
	21:19,21	30:2 31:8 33:2	

[agreement - beginning]

4

agreement 8:18 agreements 49:25 agricultural 39:10,15 ahead 43:25 align 23:19 allen 2:15 64:2 64:16 allow 43:12 allowed 28:14 alphabetic 25:6 alphabetical 18:2 animakee 9:19 10:1 15:9,13 17:14,18,23 18:4 35:8 55:19 anishinaabe 17:16 22:23 52:12,15 anjaliika 2:3 annexation 17:21 annuities 17:21 18:18 19:12 32:7,17,20 33:5,24 34:4 35:24 36:24 38:10,14 39:20 40:9,13 56:5 annuity 32:2 34:17 35:9,17 48:25 49:1	50:21,22 51:12 52:16 56:11,19 56:23 answer 36:5 42:1 50:4 answering 14:22 answers 12:21 42:16 anybody 26:3 anyway 43:25 50:22 apologize 4:8 62:18 apologizing 52:10 appear 3:15 appeared 51:18 application 5:20 45:9,24 apply 26:18 appreciate 4:9 14:20 16:21 43:25 45:7 approach 35:23 36:17 appropriate 12:23 april 15:14,17 17:1 areas 11:24 asked 27:23 28:20 38:6 49:13,15,16	asking 14:10 19:25 34:1 44:11 54:23 62:14 assemblies 26:9 29:6 assembly 10:10 10:11,15 25:24 26:2,2,11,23 27:1,2 28:9,13 28:15,23 29:16 30:5,9,23 31:2 31:11,12,14,24 32:6,11,15,16 33:3,4,5 34:7 34:16 36:11 42:7 46:8 47:10,13 50:15 53:14,23 54:5 58:1 assigned 17:8 assist 30:19 assistance 3:9 47:4 association 25:9 assume 38:20 assuming 21:15 54:23 atatise 51:15 52:4 attached 3:24 10:24 13:14,18 attend 30:17	attended 30:4 attendees 33:9 attending 1:21 53:23 54:4 attention 22:14 attorney 1:14 audience 30:21 audit 16:14 available 7:3 avoid 22:6 aware 50:22 58:21 awkward 14:12
			b
			b 1:5 back 26:7 36:4 38:11 51:5 62:19 backdoor 13:1 background 15:7 band 16:14 24:3,4 25:15 52:5 bands 29:22 based 43:17 44:8 basically 50:14 basis 43:24 60:16 bcsra 64:4 beg 17:10 beginning 31:3 40:2

begun 35:25 behalf 1:6,8,8 belabouring 33:25 believe 11:23 15:17 20:25 29:17 34:21 42:18 43:2 55:19 63:3 beneficiaries 25:10 benefit 41:24 benefits 39:16 best 33:18 64:9 beyond 44:18 44:19 binder 31:20 31:22,23 32:2 binding 50:14 50:15,23 bit 15:6 37:7 39:19 60:1 blank 5:13 board 16:5 bootstrap 13:2 bottom 54:10 bounds 45:20 break 6:3 43:12 60:2,11 62:19 62:20 briefly 15:19 17:5 41:17 bring 14:17 16:18 27:16,19	bringing 12:20 40:4 british 64:3 broadcasted 29:11 brought 38:5 40:23 41:15 60:14 bruyere 56:15 bryce 2:10 bull 54:17 busy 30:14	44:7,21 45:24 45:25 64:1 certified 12:1 certify 64:4 chair 28:22 chairs 30:19 change 11:4,17 changed 14:1 characterizati... 41:12 characterized 41:8 chief 1:7 2:9 3:22 4:7 5:6 7:18 8:2 9:9 12:7,11 13:17 13:20 14:20 15:9,13,20 17:4,11,11 20:1 21:10 24:9 25:4 26:19 27:5 35:6 38:6 39:25 42:18 43:11 46:3,6 46:11 47:9 48:12,16 49:5 49:16 50:7,8 51:6,7,8,9,14 52:3,4,10 53:22 54:11,13 54:16 55:7,19 55:24 56:7,15 57:25 61:13,23 62:14	chief's 41:23 45:19 chiefs 10:11,15 20:15 23:6,13 23:25 26:12,14 27:2,5,13 28:11,15,16,18 28:20,22 29:16 30:5,9,14,14,23 31:24 32:15 33:5 34:16 36:2 37:4,4 40:18 41:3,14 41:19 46:8 47:10 48:16 50:15 53:14,17 54:4 55:11,14 55:16 60:16 circle 38:11 circulated 30:22 claim 9:17,19 18:21 19:3 20:16 24:16 32:2 35:24 40:9,14 48:24 58:2,7,14,19,23 58:25 59:5,12 59:16 60:14 claims 16:2 48:21,25 49:1 clarification 33:20 clarify 12:11 21:11 60:17
	c		
	c 2:1 24:12 ca 42:19 46:5 call 6:8 27:1 called 26:10 28:13 29:3 camera 28:19 canada 1:13,14 64:4 canvassed 41:23 carrie 51:15 52:4 case 13:2 20:4 cause 52:21 cede 44:1 ceremony 27:25 certain 23:19 27:6,8 certification 11:16,20 12:5 12:14 13:2		

[class - copy]

6

class 11:25 12:1 18:6,10 18:15 37:16 40:19 41:8 48:1,6,8 50:9 51:16,19,23 57:19 58:20 59:17 clause 51:24 clear 7:4 13:20 32:10,13 33:11 33:16,18,22 36:9 client's 12:25 clients 60:15,21 clifford 54:17 closer 21:23 cnsl 4:5 7:1,6,8 7:9,12,22,25 8:1 11:9,12,21 11:23 12:2,10 12:15 13:3,6,9 13:19 14:7,15 19:21,24 20:4 20:6,20 21:2,4 21:8,9 22:4,11 22:18 29:21,23 32:4,8,12,18,21 32:23,25 33:10 33:17,22 34:5 34:8,11 41:22 42:2,12,17 43:5,10,19 44:3,9,16 45:1 45:3,7,11,13,14	45:17 46:1,17 48:9,11,14 52:19,25 57:20 57:24 59:20,25 60:5,7,9,12,23 61:6,8,13,16,18 61:20,23 62:8 62:11,16,22,25 63:2 cognizant 12:3 colleague 43:15 59:23 62:2 colleagues 62:21 collect 12:12 collecting 12:18 columbia 64:3 come 27:11,23 30:15 45:20 comfortable 42:3 commence 47:18 commenced 4:3 17:19 58:8 commencing 18:20 36:23 committee 26:12 committees 27:7,17 common 52:7 communicating 5:18	communication 60:13,20 communities 17:20 19:8,15 19:19 20:2,8 20:22 21:7 22:22,23 23:14 23:17 35:7 39:12 54:8 60:19,21 61:1 community 15:20 25:7 30:21 40:4,18 51:7 58:2,6,13 58:18 company 29:8 compare 14:10 complete 38:12 50:3 64:8 comprised 23:25 concern 19:25 48:19,23 49:6 49:6 51:15 concerned 39:14 concerns 27:19 49:4 conclude 62:1 concludes 63:3 conduct 15:23 22:7 conducted 4:17 confirm 4:19 4:21 5:17 6:20	9:16 10:17 22:2 31:7 34:25 51:7 54:2 55:6,10 56:17 59:3 connection 6:7 consent 8:18 44:15 consider 49:7 62:17 consideration 47:9 constraining 45:22 consult 59:23 62:20 contain 33:24 contained 34:3 50:12 contains 9:13 content 8:3,9 10:20,23 11:2 33:8 contents 11:18 continue 6:9 9:25 contract 29:9 contracts 16:11 control 4:9 copies 32:14 60:19 copy 7:2,14 14:13 20:15,21 22:6 32:5 48:10,12 58:7
---	--	--	---

[copy - directions]

7

58:14,18,25 59:11,16 corners 44:18 correct 5:21 6:24,25 8:7,14 8:15,19,20 9:24 10:8,12 10:16,19 11:4 13:22,23 15:10 15:11 17:16,17 17:21,22 18:11 18:12,15,16 24:1,2 26:6 30:6 31:16,24 31:25 32:21 34:20 35:10,11 35:13,14,17,18 37:16,17 39:15 39:21,22 40:10 47:5,10,13,23 47:24 48:2,17 48:18,21,22,25 51:12,13 52:13 52:17,18 53:7 53:8,11,12,15 53:16,17,18,21 54:5,6,9,14,15 54:17,18 55:1 55:4,17 56:25 57:1,10,11,15 57:16 58:16,17 59:6,7,9,10,13 59:14,18,19 couchiching 56:15,16	council 10:13 10:14 15:22 20:24 22:25 23:4,5,8,12,16 25:13,24 26:7 26:23 29:4,13 30:5 32:16 38:7 50:16 53:14 59:9 councillor 16:23,24 17:1 17:4,7 councillors 28:11 councils 27:18 counsel 3:9 4:15 7:1,24 11:9 12:16,20 15:1 22:4,9 33:10,21 37:13 44:2 45:3 46:17 59:20,25 62:2,9 course 7:14 12:5 18:10 34:7 court 1:1,3 2:16 9:17 11:14 18:19 19:20 20:9,13 35:12 52:20 56:24 covered 19:23 59:24	cows 37:8,25 38:2,3,9 39:8 39:14 40:9,25 49:2 50:21 criteria 12:14 criteria s 45:12 croix 52:7 cross 1:18 3:5 4:5,25 5:23 6:4 6:10,13 7:14 9:8 11:7 12:4 12:18 13:12 22:8 24:11 34:22 35:13 43:20 44:12 45:5 52:23 61:25 62:6,12 63:4 curious 25:18 cut 6:7 38:1 cv 1:1 9:18 18:20 56:24 d d 3:1 46:11 date 30:10 dated 5:1 43:1 dates 15:15,16 dave 56:15 day 26:10,25 27:2,14,20 28:12,15 29:11 33:4 37:13,20 37:22,23 38:21 38:23 39:1 46:7,7 59:16	64:11 days 32:10,20 deal 44:24 dealing 32:2 dedicated 28:3 deem 12:13 defend 44:24 defendant 1:15 2:5 4:15 defending 45:4 defined 44:15 47:22 definitely 42:8 delay 4:8 denied 49:15 describe 4:23 15:19 17:5 23:3 26:7 31:9 41:17,19 46:24 description 3:21 detail 36:14 determined 12:6 difference 14:5 15:1 17:5 different 17:3 17:11 27:16 39:12 direct 42:3 direction 26:15 26:20 directions 26:13,13
---	--	---	--

directly 11:18 44:6,20 45:23 director 16:6 discovery 44:12 discuss 18:21 19:3,7,14 26:23 27:16 29:14 39:20 53:3 discussed 18:23 19:12 20:7 26:8 29:18 34:6 39:6 42:20 47:12 57:2,3,4 discussing 29:16 discussion 7:11 19:18,25 34:3 35:22 36:17,19 36:23 43:7 46:4 50:8 51:2 51:3 discussions 16:12 19:22 29:5 42:6,19 distributed 20:18 41:3 60:25 distribution 21:18 60:14,15 disturb 22:7 document 7:5 8:24 31:10	46:22 documents 4:24 7:17 14:24 31:23 33:8 doing 16:7 28:5 50:13,23 51:21 51:25 draft 31:17 40:24 41:1,2 47:7 48:3,4,7 48:10 50:11 58:2,7,14 drafted 51:17 drums 28:1,1 duly 4:4 duration 32:16	element 63:5 elements 36:5 email 5:19 20:17,19 21:18 emails 21:16 encompasses 16:1,2 ended 50:10 enhance 16:9 26:17 entered 11:11 entire 62:12 entity 21:19 especially 6:8 esq 2:3,4,6,8,9 2:10,12 establish 15:8 events 45:19 evidence 11:11 12:12,18,22 13:1 14:1 18:13 39:18 42:5 44:6,10 50:5 61:5 62:5 exact 52:23 exactly 32:22 examination 1:18 3:5 4:5,17 4:25 5:10,23 6:4,10,13 7:14 9:8 11:7 12:4 12:18 13:12 22:8 24:11 34:22 43:20 44:12 45:5	52:23 61:25 62:3,6,9,12 63:4 example 26:19 27:3 61:2 except 17:12 28:20 exh 3:22 exhibit 9:16 10:6,9,13 11:8 13:13,17 24:12 31:7,9 46:11 53:7 exhibits 3:20 3:24 7:19 9:14 9:14 10:24 13:14,18 24:16 explain 11:10 extent 12:6 19:22 48:12
	e 1:5,5,5 2:1,1 3:1 earlier 4:14 34:21 39:19 42:24 east 26:15 eastern 61:9 edits 15:3 efforts 49:24 eight 9:22 17:20 18:22,24 19:4,4 35:16 either 61:15 elders 27:22 elected 15:12 16:23,24		f
			fact 13:25 60:3 facts 44:5 fair 33:7 fairness 14:8 42:13,15 fall 10:10 29:2 30:4 31:12 familiar 52:7 fast 49:10 favour 54:24 federal 15:25 feel 5:15,25 10:5

fees 50:9 fifth 49:21 file 1:1 9:17,17 18:19 35:12 56:24 filed 9:19 11:14 19:20 20:8,12 25:2 43:24 58:23 files 26:16,20 filing 19:2 finalized 31:18 31:20 find 16:11 fine 4:12 firm 37:14 first 1:7,10 5:3 6:17 8:22 9:19 10:2 15:10,12 15:13,24 17:15 17:15,18,24 18:4,22,24 19:4 20:12 23:1,22 24:1 24:12 25:5,5 26:10,25 27:20 28:12 29:11 33:4 35:9,16 37:15 42:25 47:3,7 48:7,10 50:1,17 51:9 51:10,20 52:5 52:21 54:12,17 54:24 55:20 56:1,2,3,8,10	56:15,18 57:5 57:9,12,18 58:3,9,15 59:4 59:5,12,17 60:1 five 11:24 42:21 43:4,12 62:19,20 follow 55:7 followed 33:4 following 3:7 3:15 8:17 58:1 food 36:7 form 36:22 49:14 formal 60:25 former 14:19 35:6 forth 64:7 forward 27:19 33:15 38:5 40:4,23 41:16 four 3:24 9:13 9:14 13:18 26:12,13 44:18 55:11,13,14 free 5:15 6:1 10:5 french 10:4 front 4:24 5:10 6:15 7:15,20 9:4,11,21 14:14,25 30:20 53:7	full 30:16 fully 49:12 fund 27:4 funding 16:8 further 13:8 future 49:24 g g 3:5 4:5 7:6,9 7:12,22 8:1 11:12,23 12:10 13:3,9,19 14:15 19:24 20:6,20 21:4,9 22:4,18 29:23 32:4,12,21,25 33:17 34:5,11 42:2,17 43:5 43:10 44:3,16 45:3,11,14 46:1,17 48:9 48:14 52:19,25 57:24 59:20 60:5,9,23 61:8 61:18,23 62:22 63:2 gakijiwanong 52:12,15 general 1:14 15:3 16:6,13 24:4,5 25:8,23 26:3 generally 16:16 19:12 26:9,11 30:16	genevieve 2:5 4:14 give 26:6 27:22 38:7,19 42:8 42:21 62:16 given 25:15 42:15 43:14 gives 41:25 giving 12:19 44:10 go 5:16 7:10,23 9:3 14:17 15:23 27:12 28:17 30:15 34:12,13 36:4 43:6,25 47:15 60:6 63:5 goes 28:7 44:18 44:19,20 going 6:13 7:23 8:21,25 11:7 11:15 13:5,12 15:5,7 16:22 18:17 21:17 22:5,9 24:14 24:18 30:1 33:15 34:12 39:3 43:16,17 43:25 44:7 45:5 46:3,9 52:10 53:2 57:3,20 58:3,8 59:21,22 60:6 good 4:7 28:4
--	--	--	--

governance 26:14,24 government 15:25 16:3 26:17 grace 2:15 64:2 64:16 grand 10:13,14 22:24 23:4,8 23:11,15 25:13 25:23 26:1,2,7 26:22 29:4,13 30:4 32:15 50:15 53:13 59:9 group 25:9 60:20 guide 3:8	heather 2:7 held 29:5 46:5 help 16:18 24:9 henderson 49:5 49:16 50:7 51:6,8 henry 56:7 hereunto 64:10 higher 37:7 historian 38:15 38:19 historical 35:22 35:22 38:20 history 36:25 hold 17:11 honest 24:15 honour 28:5 hours 60:4 humber 2:4	index 3:10,13 3:17,20 indian 55:24 indicated 34:14 62:4 individual 32:19 49:18,23 49:25 50:17 60:16,16 information 36:1 46:8 informed 59:4 59:8 infrastructure 16:10 intended 18:13 40:8 interests 21:19 21:22 interrupt 7:2 35:4 49:20 interrupted 5:13 intervene 9:6 intervening 18:6 intervenor's 44:14 intervenors 9:5 intervention 8:19 11:15 12:25 introduced 4:13 37:12 40:3	investments 16:15 invite 27:17 involved 26:13 27:25 involves 28:5 issue 33:12 44:6 60:10 issued 58:18 59:5 issues 11:19,22 16:17 23:19 26:8 27:6,16 44:24 45:8,23 items 28:2 31:5 31:6 33:24 34:13
h	i		j
happen 28:17 happened 37:1 38:22 39:1 happening 38:21,22 happens 6:7 27:19,21 hard 26:4 hats 15:21 head 15:22 healing 28:5 health 17:8 26:20 hear 4:11,12 heard 58:24	ideas 40:19 identify 11:21 impeach 12:7 12:11 implements 39:10 include 40:8 48:5 included 38:9 including 5:19 7:19 40:13 independent 1:6,9 23:18,23 47:18		janice 49:5 51:6,8 jfk 34:17 35:2,8 35:15 joining 50:18 jumping 12:16 june 5:6 9:6 25:3 justice 1:3
			k
			k 7:1,8,25 11:9 11:21 12:2 14:7 19:21 20:4 21:2,8 22:11 29:21 32:8,18,23

33:22 34:8 41:22 42:12 45:7,13,17 48:11 57:20 59:25 60:7,12 61:6,13,16 62:8,16,25 keep 29:4 45:15 kelley 2:4 kelsey 2:9 kind 22:6 51:22 king 1:13 4:16 9:21 know 4:16 6:3 10:6 11:13 14:23 16:18,20 16:24 20:18 24:6,14,21 25:1,12,19,20 26:5 28:3 30:13,16,17 31:18 35:5,5 37:4,21,24 39:24 42:14 46:18 49:10 56:10 62:19 knowledge 15:4 27:23 38:20 57:22 58:24 known 37:1 koerner 2:11	l la 52:7 lac 52:7 54:17 lake 37:9,11 39:4,24 lana 2:15 64:2 64:16 lansdell 2:10 lara 2:11 large 16:21 28:14 lastly 56:14 law 35:2,8,15 37:9,13,14,14 39:4 40:8 41:7 47:4 51:1 lawsuit 41:7,12 47:1,19,19,22 47:25 50:19 52:1 58:8,15 lawyer 40:3,5 lead 17:24 18:1 18:5,7 leadership 21:14,14 learn 13:25 learned 40:7,13 leave 9:6 28:20 legal 1:19 36:11 41:2 50:9 leo 38:14 level 37:8 light 62:11	linda 1:19 2:9 3:3,23 4:4 7:18 9:9 13:17 55:19 line 3:21 13:7 21:5 43:20 62:12 list 3:7 18:2 21:18 24:4,5 24:12 25:5,8 25:23 26:3 29:22,25 listed 25:7 40:23 litigation 19:23 34:17 36:18,20 36:23 48:20 little 43:12 60:1 logistic 63:5 logistics 52:20 long 14:9 46:19 52:6 longer 51:19 60:2,11 look 6:17 21:23 24:9 25:16 looking 32:14 lot 15:21 16:2 16:10,12 27:24 28:2 49:11 lynn 55:24	mail 20:17 main 14:5 maintenance 17:10 mainville 19:11 34:17,25 35:1 majesty 1:13 4:16 9:20 majority 53:20 53:22 54:3,7 make 6:1 7:16 9:25 16:7 25:1 32:9,13 56:22 59:23 60:6,24 makes 61:11 making 8:24 28:3 manage 7:7 manager's 16:6 managing 35:1 mandate 23:7,9 50:16 map 10:7 march 3:23 5:2 5:4 8:23 9:10 10:18 13:16,18 13:24 29:20 30:3 31:8 42:10 43:1,2 43:14 mark 11:7 13:12 marked 3:11 3:18
		m	
		made 14:19 41:18 51:1,17 60:13,15	

marking 13:13 material 13:25 32:6 41:2 materially 14:1 materials 32:1 32:14 34:2,2 math 57:8 matter 4:16 21:20,22 maurice 37:9 37:13,14 39:4 40:7 41:7 47:4 51:1 mcvicar 1:19 2:10 3:3,23 4:4 4:7 7:18 8:2 9:9 12:7,12 13:18,21 14:21 20:1 21:10 42:18 43:11 46:3 55:19 58:1 61:24 62:14 mean 21:18 36:6 38:2 41:18 50:16,17 means 5:20 20:18 50:18 55:11 meant 3:8 5:3 meet 11:25 meeting 16:14 19:13,16 29:16 30:5 43:21	meetings 15:23 27:25 28:24 29:3 member 22:22 58:22 members 1:8,9 16:13,17 24:3 28:10,13 30:20 men's 27:17 mentioned 21:10 31:22 48:16 51:6 53:6 messaging 5:19 middle 34:15 37:8 mind 22:5 43:3 59:21 mindful 14:16 45:21 59:22 60:2 minute 7:10 41:10 43:12 57:4 62:19 minutes 42:21 43:4 59:22 60:2 61:11,14 62:20 mishkosimini... 55:25 56:2 mispronounc... 10:6 52:11 mitaanjigami... 51:9	model 26:14 moment 62:17 money 16:11 month 13:22 moral 51:22 motion 8:19 9:5 9:5 11:15,16 11:20 12:5,6 12:20 25:2 44:1,7,21,23 45:16,24 motions 13:8 move 44:22 moved 54:11 54:13 multiple 6:8 municipal 15:25	54:12,17,24 55:20 56:1,2,3 56:8,11,15,18 57:5,9,12,18 58:4,9,15 59:6 59:13,18 national 10:10 26:10 27:1 28:13 33:4 nations 1:6,7,9 1:10 18:24 20:12 23:22 24:1 30:21 50:1,17 51:20 nature 5:9 14:6 41:19,20 nearby 30:18 necessary 22:13,17 need 4:18 6:2 14:24 29:21,25 54:3,7 needed 14:24 negotiations 17:12 never 25:22 new 13:25 52:2 nine 9:20,23 18:14 51:11 52:15 56:4,11 56:18 60:21 non 50:23 57:18 north 26:15
		n	
		n 1:5 2:1 3:1 name 4:14 52:6 52:8,21 55:6 55:13 64:11 named 55:18 names 55:6 nation 9:19 10:2 15:10,13 15:24 17:15,15 17:16,18,24 18:5,22 19:4 22:24 24:12 25:5 35:9,16 37:15 47:4,18 51:9,10 52:5 52:12,15,22	

norwegian 51:15 52:4 note 13:10 33:17 noted 3:15 46:1 notepad 5:13 5:14 notes 5:16 13:3 44:4 notice 10:5 20:11,22 21:6 60:25 62:3 notifying 29:24 number 3:21 9:18 18:19 25:6,16 35:12	37:23 38:13 46:7 47:5 58:22 59:2,4 office 60:24 official 2:16 64:2,17 officially 4:18 oh 21:17 okay 6:5,11,12 6:19,23 7:24 8:6 12:2,15 14:25 17:14 18:3,17 19:7 20:20 21:25 22:3 23:7,24 24:14,20,25 25:17 29:14 32:18 34:8 37:3,7,21 38:11,24 39:2 40:6 41:10 43:3 45:17,17 46:12 47:8 51:5 53:4,9 54:2 57:24 59:3 61:15 62:7 63:2 once 28:25 45:15 online 60:3 ontario 1:2 oops 59:1 open 27:15 28:10,12	operations 16:8 17:9 opportunity 42:16 oppose 55:14 57:14 opposed 54:20 55:2,7,11,11,22 opt 57:18 option 36:6,10 36:12 order 16:9 44:15 61:3 organization 23:17 ought 42:15 outset 41:9 outside 12:24 19:15 43:23 overall 12:14 oversee 16:6 own 1:8 12:22 40:19 42:5 52:1	paper 15:6 paragraph 14:18 22:10,19 30:2,4,7 42:4,9 43:2 47:15 49:21 paragraphs 14:13 pardon 17:10 29:21 part 11:14 13:4 23:11 25:9,13 33:14 40:14 44:4 45:15 46:10 56:4,18 56:19 participants 1:20 participate 57:13 participating 30:9 57:9,18 participation 44:14 particular 14:12 particulars 48:23 parties 15:9 18:5,9,14 partner 35:2 pass 49:12 passed 42:14 past 49:24
o			
object 13:7 19:21 57:21 objecting 12:8 43:19 objection 12:3 12:9,17 20:5 22:9,12 43:14 44:4 45:4,18 62:9,12 objections 13:4 44:21 occasions 19:16 occur 29:1 occurred 28:24 october 19:10 29:15 30:10,10 31:14,15 32:16 32:17 34:15			
		p	
		p 2:1,1 p.m. 4:3 38:14 43:8,9 61:21 61:22 62:23,24 63:6 paced 49:10 page 3:4,21 9:4 pages 3:15 7:19 pandemic 17:9	

patience 4:10 61:25 pause 6:3,9 pen 5:14 perfect 4:13,23 5:15 7:22 13:9 24:22 36:4 61:19 period 27:10 periodically 28:24 periods 13:22 pertain 31:24 place 37:19,20 64:6 plaintiff 8:18 17:19,24 19:5 20:2 22:21 25:2 33:12 35:16 56:4,19 62:2 plaintiffs 1:11 2:3 9:20,22 18:22 19:4,9 51:11 52:16 56:11 62:10 platform 1:20 pleading 40:9 40:10 pleadings 41:2 please 5:25 6:3 7:10 14:23 15:18 31:9 33:16 46:24 51:6	ploughs 37:9 37:25 38:2,3,9 39:8,15 40:10 40:25 49:2 50:21 point 6:2 32:19 33:25 35:25 36:8 points 33:3 portfolio 17:12 17:13 portfolios 17:8 17:8 portion 15:2 portions 22:14 position 18:4 44:5,17 possession 48:13 possible 20:21 32:5 48:10 possibly 12:21 postponed 37:22 potential 36:20 practice 12:23 prefer 42:23 61:14 preferable 40:21 prejudice 49:17,23 51:24 preparation 9:7	present 25:23 50:4 52:9 61:2 61:5 62:3 presentation 19:11 27:4 33:8 34:21 35:20 37:5,18 37:22 38:7,9 38:14,18 39:4 39:8,14,20 40:7 41:4,6 48:15 presentations 27:3,7 33:6 presented 8:10 11:19 12:13 33:9 34:6 36:1 36:6,10,11 39:19,19,24 41:7 45:16 46:6 47:9 48:5 49:14 54:13 58:3 62:6 presenting 39:24 40:1 previous 29:19 35:12 42:10,16 43:13 previously 35:13 60:13 printed 14:13 24:17 printing 31:17 prior 18:20 19:1,2 27:11	58:12 priorities 15:24 privilege 19:23 21:6 probably 10:5 20:14 44:22 problem 20:6 24:8,18 62:22 procedural 14:6 proceed 13:5 40:19 45:5 proceeded 49:16 proceeding 4:10 33:12 36:11 40:14 62:13 proceedings 4:3 12:1 30:18 43:8,9 61:21 61:22 62:23,24 63:6 64:5,9 process 5:23 produced 46:10 production 34:1 professional 29:8 professionalism 61:4 progress 22:13 22:16 31:5
---	---	--	--

[projects - referring]

15

projects 27:8 promise 39:16 promised 39:11 pronounce 56:1 pronunciation 10:1 proposed 9:5 11:25 18:6,10 18:15 37:16 40:14 48:20,24 51:16 57:19 58:19 59:17 protect 23:10 26:17 protocols 28:1 28:4 provide 20:21 32:5 provided 20:11 32:19 34:3 province 16:3 64:3 provincial 15:25 provisions 41:25 proxies 55:17 proxy 53:17 56:7,14 public 29:10 purpose 3:9 4:25 7:13,15 8:23 11:6 12:11,24 13:10	18:15 24:11 34:24 35:20,21 38:18 39:6,7 put 7:3 12:17 14:11 22:15 27:6,8 51:25	raise 6:1 raised 33:6 41:19 42:7 43:14 48:16,19 48:23 49:4,6,6 51:15 rcr 2:15 64:2 64:16 read 42:22 ready 16:14 really 21:6 36:15 realtime 64:17 recall 26:3 30:8 32:3 36:13,15 36:16 38:21,21 39:25 42:6 receive 32:1 58:2,6,13,18 59:15 received 20:25 31:14,19,21,23 32:6,14 33:1 recognize 23:1 24:4 25:8,11 46:22 47:20 recollect 15:16 49:3 recollection 25:22,24 35:19 38:17,25 39:3 39:6 42:6 44:8 45:19 48:6 recollections 43:18	reconvened 43:9 61:22 62:24 record 4:19 7:10,11 9:5 11:14 12:17 13:4 25:2 29:12 32:13 33:14,15,19 34:25 42:22 43:6,7 44:5 49:19 52:3 56:23 57:13 60:6,8,10 63:3 63:5 recorded 29:8 records 29:5,10 redirect 62:18 63:1 refer 7:16 14:12 22:5,9 30:1 33:14 36:10 39:9 46:9 48:1,7 54:23 56:24 reference 48:6 51:19 referred 34:21 35:13 39:8 40:24 43:21 52:22 referring 7:5 18:19 24:7 25:1 32:10 49:20 56:23
	q		
	question 5:9 14:22 16:21 18:18 44:8 45:8 46:4 55:13 57:25 58:10 62:5 questioning 13:7 43:20,22 questions 3:14 4:18 5:17,24 5:25 6:2,14 7:24 12:21 13:5 15:7 22:13,16 33:13 41:13,18,20 42:7 43:17 44:2,11 45:6 45:18,23 48:17 59:24 62:1,4 62:14 63:1 quite 14:9 quorum 53:24 53:25 54:4 57:2		
	r		
	r 2:1		

refers 38:3 reframe 6:2 refusals 3:8,17 regard 35:24 regarding 17:20 38:7 45:19 regular 15:23 regularly 16:13 rejigging 31:4 relation 32:7 32:17 46:5 relevance 11:10 12:5 32:24 45:21 relevancy 44:17 relevant 11:18 11:22,24 12:14 44:6,20 45:8 45:12,23 50:10 relied 11:15 remaining 60:21 remember 50:8 removed 51:24 repeat 5:25 24:7 55:9 rephrase 5:25 report 16:13,15 reported 2:15 reporter 2:16 52:20,24 64:3 64:17	reporter's 64:1 reporting 26:11 represent 23:21,25 35:8 35:15 representation 51:1 60:25 representative 18:8,14 23:16 25:13,22 represented 1:14 representing 37:15 55:14 request 21:2 27:5,8 31:2 32:8 33:20 34:9 36:2 37:4 60:13,18 61:7 requested 37:4 58:25 59:11 requesting 60:19 requests 3:14 require 53:20 53:22 required 11:25 research 35:23 resetting 31:4 resolution 10:14 27:10 38:5,5,8,12 40:24,24 41:2 42:19 46:5,9	46:18 47:1,3,8 47:11,23 48:1 49:9,22 50:12 51:3 53:2,10 53:13,19 54:3 54:13,25 55:3 55:7,12,12,15 55:22 57:14,15 resolutions 27:10,12 38:4 49:11 respect 6:14 12:4 44:2,13 45:14 50:18,19 response 12:22 responsibility 15:19 responsive 16:17 rest 24:16 result 13:8 returnable 9:6 review 8:3 9:8 14:21,24 24:22 42:9,16,21 43:12 reviewed 10:20 10:23 reviewing 41:24 revised 41:16 47:6 revisions 41:14 41:18,21	right 1:13 5:12 6:16 8:24 9:21 10:1,3 12:3 15:21,23 25:7 34:4 40:21 41:13 44:9,25 50:2,13 60:4 rights 23:10 26:18,23 49:18 49:23 rogers 2:3 12:15 13:6 33:10 43:19 44:9 45:1 61:20 62:11 role 15:8,19 16:6 17:3 roles 17:6 rolled 16:1 room 4:20,21 7:15 rose 2:9 7:1,8 7:25 11:9,21 12:2 14:7 19:21 20:4 21:2,8 22:11 29:21 32:8,18 32:23 33:22 34:8 41:22 42:12 45:7,13 45:17 48:11 57:20 59:25 60:7,12 61:6 61:13,16 62:8 62:16,25
---	---	--	---

rose's 12:25 rpr 2:15 64:2 64:16 ryan 37:9,11 39:4,24	11:22 20:4 22:16,16 24:23 25:15,22 30:6 34:14,16,17 37:9 38:13,15 46:20 53:9 54:10,19,20,22 55:5,13,24 56:7,8 seek 16:8 seeking 12:7 38:8 seemed 33:2 seems 24:21 seen 26:3 sees 51:23 send 20:23 52:20 sense 61:11 sent 20:15,24 21:6 sentence 23:1 separate 21:18 serious 33:12 serve 16:23 served 25:3 services 16:1,2 16:10 26:18,24 session 36:1 49:9 sessions 28:19 set 64:6 seul 54:17 several 28:1	share 8:25 22:7 24:10,19 27:23 46:13,18 sharing 7:23 29:24 53:5 57:4 sheet 30:14 short 59:22 shorthand 64:6 show 7:3 showing 7:17 sic 46:6 sign 30:13 signature 64:15 significant 11:17 similar 16:5 simply 12:12 28:11 size 24:22 skill 64:9 social 26:20 solution's 1:19 song 28:5,5 sorry 5:3,8,12 7:1 9:24 10:4 12:15 14:7 19:1,21 22:1 29:24 30:25 33:25 35:3 37:25 38:1 50:3 56:17 57:20 58:11 59:1 62:18	sources 16:9 south 26:15 sovereign 27:4 speak 28:14,17 40:5,17,21 speaking 26:9 special 29:3 specific 14:18 14:18 15:15,16 18:18 22:14 32:1 33:23 34:13 42:9 45:10 53:6 specifically 9:8 22:9 29:15 37:6 39:3 42:4 45:12 53:3 spelling 52:23 spoke 40:3 spring 29:1 staff 26:16 28:21 30:16,18 58:22 59:9,13 59:14 stand 8:9 11:2 11:5 44:11 starting 29:18 30:2 43:2 stated 22:20 30:3 45:8 statement 9:17 9:18 14:18 49:17 51:18 58:2,7,14,19 59:12,16 60:14
--	---	---	--

states 47:16 stating 49:21 stay 60:9 step 21:5 stop 7:23 57:3 strike 12:20 44:23 45:16 style 52:21 subject 33:5 submissions 45:15 subscribed 64:11 subsequent 11:13 suggest 60:1 suggested 19:11 41:14 superior 1:3 support 16:18 38:5,8 46:25 47:11 50:13,23 51:21,22 57:14 sure 6:1 7:6,16 8:24 9:25 16:7 25:1,16 27:15 28:3,7 29:2 32:9,13 56:22 59:24 60:6 61:9 surprised 40:12,22 swampy 56:8 swear 18:9	sworn 5:6	42:2,17 43:5 43:10 44:3,16 45:3,11,14 46:1,17 48:9 48:14 52:19,25 57:24 59:20 60:5,9,23 61:8 61:18,23 62:22 63:2 teachings 27:22 team 21:14 technical 26:16 30:18 tender 12:21 tendered 44:13 term 47:22,25 terms 16:8,17 18:4 44:17 45:11 61:4 testimony 5:19 text 5:19 thank 4:13 5:8 5:22 7:8,25 8:12 11:6 12:9 15:5,18 16:20 20:5 21:4,9 22:18 28:9,23 34:10,11 37:7 39:2 41:1 44:3 46:1,15 47:2 48:14 49:3 51:10 52:14,24 55:18 56:3 60:12 61:6,8 61:24 62:15,18	63:1 thanks 29:24 thick 10:4 thing 14:12 27:21 37:3 60:7 things 4:19 think 12:2 27:10 33:22 38:22 40:18 41:22 42:12,15 45:20 57:21 63:4 third 27:2 28:15 37:12,20 37:23 46:7 47:15 thompson 2:7 thought 36:7 three 20:14 30:19 32:10,20 47:16 60:4 time 12:8 14:16 14:23 16:11,12 16:16,23 22:12 27:12,22,22 28:2,7 29:22 30:16 37:1 39:11 41:15 42:8,13 44:24 49:7,11,13 51:2,20,20 55:15 59:23 61:9,10,24 64:6
	t t 1:5 tab 9:8 25:3,4 table 27:15 34:15 37:8 tabled 49:15 take 5:16 6:17 13:3,10 14:21 21:2,23 28:6 29:19 31:9 32:8 33:17 34:9 43:4,16 44:4 48:11 59:21 60:1 61:7,11,16 taken 3:14 15:2 35:23 41:15 64:5 takes 16:10,12 33:12 talk 39:3 talked 15:1 talking 39:5 49:8 tardif 2:6 3:5 4:6,15 7:6,9,12 7:22 8:1 11:12 11:23 12:10 13:3,9,19 14:15 19:24 20:6,20 21:4,9 22:4,18 29:23 32:4,12,21,25 33:17 34:5,11		

times 27:14 28:18 31:4 title 39:8,14,17 titled 25:25 today 8:7,10 11:3 42:14 59:24 61:25 62:1 together 27:9 took 37:19,20 top 18:2 topic 34:3 total 9:23 touched 32:20 traditional 27:24 transcribed 64:7 transcript 13:11 64:8 treaty 1:7,10 10:10,14,14 17:16,20,21 19:8,15,19 20:12,22,24 21:7,11,19,22 22:21,24,25 23:4,10,16,17 24:1,13 25:9 25:14 26:18,23 27:24 28:10 34:16 35:6 37:2 39:11,16 40:8 48:20 49:25 51:11	52:16 54:8 56:4,19,23 57:5 58:22 60:17,22 61:1 tremblay 2:6 3:5 4:6,15 7:6 7:9,12,22 8:1 11:12,23 12:10 13:3,9,19 14:15 19:24 20:6,20 21:4,9 22:4,18 29:23 32:4,12,21,25 33:17 34:5,11 42:2,17 43:5 43:10 44:3,16 45:3,11,14 46:1,17 48:9 48:14 52:19,25 57:24 59:20 60:5,9,23 61:8 61:18,23 62:22 63:2 trial 44:10 true 51:14 64:8 trust 16:15 try 27:13 33:18 trying 13:1 16:11 turn 8:21 22:13 turning 26:7 51:5 two 6:14 11:17 13:22 14:5,10 15:6 17:2	20:14 30:19 33:5 47:16 55:16,16 59:21 62:17 type 26:8 41:11 u u 3:15 21:2 32:4 48:9 under 3:14 12:1 21:3 24:1 24:12 32:9 34:9 48:11 54:8 61:7 understand 5:24 19:24 33:3 39:9 44:16,22 49:12 54:12 62:1 understanding 29:7 33:7 36:3 39:7 50:11,25 understood 21:8 undertakings 3:7,10 33:21 unfiled 12:19 33:11,13,15 42:10,25 43:24 62:13 unfortunately 4:9 unshare 22:7 use 5:15 using 57:8	usually 30:19 30:20 v various 5:16 33:2,6 48:16 veritext 1:19 version 8:13,16 15:6 31:18,20 versions 14:10 video 6:8 videoconfere... 4:2 view 12:23 virtual 1:20 5:9 virtually 1:21 4:17 vote 53:10,20 53:22 54:4,19 57:3,9,13 voted 54:24 votes 53:14 w w 1:5 wa 9:19 10:1 15:9,13 17:14 17:18,23 18:4 35:8 55:19 wabaseemoong 1:6,9 12:16 37:15 38:6 40:8 41:7 46:25 47:3,17 48:25 51:25 54:11 57:19
---	--	--	---

[wabaseemoong - zoom]

20

58:3,9,15,19 59:5,12,17 waisberg 38:14 walk 15:6 walking 16:21 want 5:16,24 9:25 12:16 14:21 21:5 22:1 35:3 36:4 38:12 42:8,20 42:22 46:14 49:20 50:3,4 50:24 wanted 8:7 33:7 49:12 warning 12:19 way 13:1 25:25 28:4 waylon 1:7 5:6 24:10 25:4 38:6 39:25 46:6,11 54:11 54:14 we've 60:3 wealth 27:4 wear 15:21 weeks 20:15 west 26:15,19 western 24:4 25:8,23 whereof 64:10 whichever 61:11 witness 3:3 7:4 13:15 14:8	20:23 42:4,13 44:8,10 57:22 60:24 61:15 62:7 63:1 64:10 witness's 22:14 women's 27:17 wonder 14:9 33:23 41:22,24 59:25 wondering 7:2 11:9 45:9 word 33:24 52:11 wording 50:12 52:2 work 16:12 26:12,16 working 27:9 works 50:9 worried 52:1 worry 46:16 written 34:2 wrong 34:20	year 28:25 years 17:2 28:25 yeo 2:11 youth 27:18 youtube 29:12
		z
		zhing 9:19 10:1 15:10,13 17:14 17:18,24 18:4 35:9 55:19 zone 61:10 zoom 1:20
	x	
	x 3:1	
	y	
	yeah 14:15 17:10 24:8 26:21 30:12 36:8 43:5 49:19 52:13 57:1 60:5 61:18	

Court File No. CV-24-00000091-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

WABASEEMOONG INDEPENDENT NATIONS, on behalf of all TREATY 3 FIRST NATIONS and CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the WABASEEMOONG INDEPENDENT NATIONS and all members of TREATY 3 FIRST NATIONS

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the ATTORNEY GENERAL OF CANADA

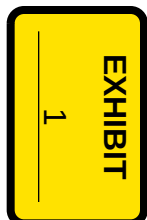
Defendant

(Proceeding under the Class Proceedings Act, 1992, S.O. 1992, c. 6)

AFFIDAVIT OF CHIEF LINDA MCVICAR
Affirmed March 26, 2026
(Motion for Leave to Intervene returnable June 12, 2026)

I, **Chief Linda McVicar**, of the City of Winnipeg, in the Province of Manitoba,
AFFIRM:

1. I am a member and the duly elected Chief of Animakee Wa Zhing #37 First Nation ("**Animakee Wa Zhing**"). I have served as Chief for five years and was most recently elected in April 2025. Prior to serving as Chief, I was an elected Councillor for two years. As such, I have personal knowledge of the facts set out herein, except where the facts are stated to be based on information and belief, in which case I believe them to be true.



Animakee Wa Zhing

2. Animakee Wa Zhing is a community within the Anishinaabe Nation in Treaty #3. We are recognized as a First Nation and a “band” within the meaning of the *Indian Act*, RSC 1985, C I-5. Animakee Wa Zhing members are “Aboriginal peoples of Canada” within the meaning of section 35 of the *Constitution Act*, 1982. We have two reserves on Lake of the Woods in Northwestern Ontario.
3. Animakee Wa Zhing is the collective rights holder of Treaty 3 rights with members who are entitled to receive annuity payments under Treaty 3.
4. Animakee Wa Zhing and our members are Treaty 3 beneficiaries.

Treaty 3 Annuities Action

5. Animakee Wa Zhing is a Plaintiff in a Treaty 3 annuities action (Court File No. CV-25-00000087-0000) with the following eight (8) other Treaty 3 Communities (collectively, the “**Plaintiff Treaty 3 Communities**”):
 - a. Couchiching First Nation;
 - b. Gakijiwanong Anishinaabe Nation;
 - c. Mitaanjigamiing First Nation;
 - d. Naicatchewenin First Nation;
 - e. Nautkamegwanning First Nation;
 - f. Nigigoonsiminikaaning First Nation;
 - g. Rainy River First Nations; and
 - h. Seine River First Nation.
6. A copy of the Statement of Claim in Court File No. CV-25-00000087-0000 is attached as **Exhibit “1”** to my affidavit.

7. The Plaintiff Treaty 3 Communities are all member communities of the Anishinaabe Nation in Treaty #3 and Grand Council Treaty #3. Our communities are all located within Treaty 3 territory in Northwestern Ontario. Attached to my affidavit as **Exhibit “2”** is a copy of a map of the Anishinaabe Nation in Treaty #3 that shows where the Plaintiff Treaty 3 Communities are located in Treaty 3 territory.
8. The Plaintiff Treaty 3 Communities are all collective Treaty 3 rights holders as successor communities of the Anishinaabeg of Rainy River and Lake of the Woods, who entered Treaty 3.
9. Our communities are referred to as First Nations and “bands” within the meaning of the *Indian Act*. We have members who are “Aboriginal peoples” within the meaning of section 35 of the *Constitution Act, 1982*, and who are entitled to receive annuity payments under Treaty 3.
10. The Plaintiff Treaty 3 Communities move to intervene in the proposed Treaty 3 class action advanced by Wabaseemoong Independent Nations (“**Wabaseemoong**”). This affidavit is in support of our motion to intervene.

Wabaseemoong’s Proposed Treaty 3 Class Action

11. On October 3, 2024, I attended the Fall 2024 Grand Council Treaty #3 Chiefs-in-Assembly meeting where Mr. Ryan Lake, a lawyer at Maurice Law, gave a presentation with the Chief of Wabaseemoong about a proposed cows and ploughs claim. “Cows and ploughs” is one of the phrases people in Treaty 3 use to colloquially refer to Treaty 3 promises on agricultural implements, tools, livestock and seed to Treaty 3 beneficiaries.
12. The Maurice Law presentation was supposed to happen on October 2, 2024, but instead, went ahead on October 3, 2024, around the lunch break. Attached to my affidavit as **Exhibit “3”** is a copy of the agenda that I received before the National Assembly and Chiefs-In-Assembly meetings from October 1 to 3, 2024,

which shows the “Cows and Ploughs Ryan Lake, Maurice Law” presentation scheduled for 1:30pm on October 2, 2024.

13. During the presentation, I learned that Maurice Law with Wabaseemoong intended to include Treaty 3 annuities pleadings with the cows and ploughs pleadings. This surprised me because there was already discussion among Treaty 3 Communities about a Treaty 3 annuities claim, and a presentation on Treaty 3 annuities litigation had occurred the previous day on October 2, 2024.

Grand Council Treaty #3 Resolution CA-24-24

14. During the presentation by Mr. Ryan Lake and the Chief of Wabaseemoong, Resolution CA-24-24 (the “**Resolution**”) was advanced. The Resolution resolves that the Chiefs-in-Assembly endorse and support Wabaseemoong in its Lawsuit. The Lawsuit is described in the Resolution as an action on “the breaches of Treaty 3, specifically the Crown’s failure to implement the provision for agricultural benefits, the enactment of policies and legislation that specifically disadvantaged First Nations, and its failure to increase, index or augment the Annuity Payment promises.” The Resolution is attached as **Exhibit “4”** to my affidavit.
15. In explaining the Resolution, Mr. Ryan Lake stated that Wabaseemoong was seeking an endorsement from Treaty 3 Chiefs to proceed with the claim. When asked by Chief Janice Henderson of Mitaanjigamiing First Nation about how Wabaseemoong’s claim could impact other Treaty 3 Communities advancing their own annuities or cows and ploughs claims, Mr. Ryan Lake shared that Wabaseemoong’s claim would not get in the way of other Treaty 3 Communities advancing their own claims.
16. In response to a request from Chief Janice Henderson, the Resolution was amended to include a “without prejudice” clause that states “whereas this resolution does not prejudice the individual rights, efforts and past and future agreements of any individual Treaty 3 First Nation”.

17. In discussion about the Resolution before the vote, I shared that we needed more time to figure out if we agree with a class action approach and if yes, who would we choose to litigate the claim. I raised with the Chair my request to table the Resolution, so there would be no vote, until we had a briefing note, or something in writing, about Wabaseemoong's proposed class action. Chief Scott, in response to my concern that a class action would bind Treaty 3 Communities other than Wabaseemoong, said that the class action was for Wabaseemoong's members, and later declined to table the Resolution.
18. Chief Carrie Atatise-Norwegian of Gakijiwanong Anishinaabe Nation, a Treaty 3 community that is one of the Plaintiff Treaty 3 Communities, also made comments about the Resolution. She noted that the Resolution does not reference a class action, and that there is a specific clause which says that the Resolution does not prejudice any Treaty 3 Community. She shared her understanding that Wabaseemoong was not asking Grand Council Treaty #3 Chiefs in Assembly to make a decision to support a class action that would bind Treaty 3 Communities, but instead, was simply seeking support for Wabaseemoong's own individual lawsuit that may be a class action for Wabaseemoong and its members.
19. This understanding was ultimately affirmed by Chief Scott saying "right" to Chief Atatise-Norwegian when she sought confirmation that the resolution was only seeking support for Wabaseemoong to pursue their own claim independently. This was then reinforced by the Chair, Derrick Henderson, when he summarized the resolution as being about supporting Wabaseemoong to proceed with a lawsuit for their own members.
20. I remember this because I asked Grand Council Treaty #3 for a recording of the discussion. I received a video recording of the Chiefs-in-Assembly meeting on October 3, 2024, and watched the part of the meeting when Ryan Lake with Chief Scott gave their presentation and the Resolution was advanced and went to a vote.

21. There are twenty-eight (28) Treaty 3 Communities in the Anishinaabe Nation in Treaty #3. Fifteen (15) Treaty 3 Communities voted on Resolution CA-24-24 that day, on October 3, 2024. Eleven (11) communities voted in favour and four (4) communities opposed the Resolution.

No Notice about Wabaseemoong Proposed Class Action Before or Following October 3, 2024, Presentation

22. I am not aware of any consultation that occurred on Wabaseemoong's proposed class action leading up to or following the Chiefs-in-Assembly meeting on October 3, 2024. Certainly, my community did not receive any notice or invitation to participate in such a consultation, if any consultation happened.

23. Animakee Wa Zhing never received a draft Statement of Claim, or a copy of the issued Statement of Claim from Wabaseemoong or Maurice Law. We did not receive any type of notice about the status of Wabaseemoong's claim and I am not aware of any formal notice being circulated to Treaty 3 Communities in the Anishinaabe Nation in Treaty #3.

24. During the Fall 2025 Grand Council Treaty #3 Chiefs-in-Assembly meeting, just about a year later, on October 1, 2025, I happened to speak with a Grand Council Treaty #3 staff. The staff person shared that they had just received Wabaseemoong's Statement of Claim that day. I asked if they could share the Statement of Claim and received a copy from the staff person via email on October 1, 2025.

25. When I read the Statement of Claim, I was shocked to learn that the claim had been issued in December 2024, and included proposed classes that would include all Treaty 3 Communities, as well as Treaty 3 members. From the October 3, 2024, presentation, it was not clear to me that all Treaty 3 Communities and our members would be a part of the proposed class and subclass definitions.

26. By October 2025, we were very close to issuing our Treaty 3 annuities action. After reading Wabaseemoong's Statement of Claim, and learning that the claim includes all Treaty 3 Communities and most members in proposed class definitions, I became concerned about how the proposed class action would impact our Treaty 3 annuities action.

Unfiled Amended Statement of Claim

27. In taking steps to bring our motion to intervene in the certification motion of Wabaseemoong's proposed class action, our lawyers asked counsel to Wabaseemoong and Canada for a copy of the motion materials exchanged on the certification motion.

28. In the meantime, our lawyers prepared draft intervention motion materials and shared them with counsel to Wabaseemoong and Canada, seeking the consent of Wabaseemoong and Canada to our intervention motion. Then, our lawyers received from counsel to Canada copies of most of the motion materials on the certification motion. An unfiled Amended Statement of Claim was included within the Motion Record of the Plaintiff.

29. Our lawyers shared this unfiled Amended Statement of Claim with me in March 2025. They also shared with me the Notice of Motion for Certification. I have since reviewed the Notice of Motion for Certification and the unfiled Amended Statement of Claim. The rest of my affidavit is informed by these two documents.

Differences between Wabaseemoong proposed Class Action and our Treaty 3 Annuities Action

30. Our Treaty 3 annuities action and the proposed class action were both issued at the Kenora Courthouse of the Ontario Superior Court. Both claims deal with breaches of the Treaty 3 annuity promises and the honour of the Crown.

31. While there is some overlap in the pleadings, there are important differences between the claims. Here are some examples of key differences:

- a. Wabaseemoong's claim pleads breach of fiduciary duty and breaches of multiple Treaty 3 promises, including Treaty promises on \$5 annuity payments, ammunition and twine payments, and agricultural benefits. Our Treaty 3 annuities action focuses on Treaty 3 negotiations and annuity promises. We do not include Treaty promises on ammunition and twine payments or agricultural benefits in our claim; we also do not plead breach of fiduciary duty;
- b. Our Treaty 3 annuities action pleads that the Treaty Commissioners negotiated Treaty 3 in bad faith when they:
 - i. failed to share the impact of inflation on the value and/or purchasing power of annuity payments;
 - ii. failed to share the possibility that the Crown could augment the annuity payments; and
 - iii. knowingly made false statements about their mandate to negotiate the annuities provisions;
- c. Wabaseemoong's claim focuses on \$5 annuity payments to Treaty 3 members, while our Treaty 3 annuities action includes Treaty 3 annuities promises of \$25 to Chiefs, \$15 to Councillors, and \$5 to members; and
- d. Wabaseemoong's claim is being advanced as a class action. If certified, all Treaty 3 Communities would be automatically included in the claim unless they opt out. We advance our claim as an action that only binds the Plaintiff Treaty 3 Communities. We are open to other Treaty 3 Communities joining our action, but our action will not bind other Treaty 3 Communities unless they want to join and have authorization to do so, for example, in the form of a Band Council Resolution.

Proposed Intervenor's Motion to be Added as a Party

32. Collective Treaty 3 rights and history are raised in Wabaseemoong's proposed class action. Because of this, my Treaty 3 community has a direct legal interest in Wabaseemoong's claim. If the proposed class action is certified, decisions could be made that impact our rights, for example, decisions that negatively interpret our Treaty 3 rights and the value of payments owed to us under Treaty 3.
33. My community's interests are also engaged because there is overlap between our Treaty 3 annuities action and Wabaseemoong's proposed class action, and because my Treaty 3 community would be automatically included in the class action if it is certified with a First Nations Class.
34. If the Plaintiff Treaty 3 Communities can participate in the certification motion, we would share our perspective on the following issues.
35. First, we would share our perspective on whether a class action is the right way to advance a claim about collective rights. Wabaseemoong's claim is about collective Treaty 3 rights that are held by Treaty 3 Communities, not individual members. Class action procedure allows individuals to opt-out, but First Nations cannot so easily "opt out" when their collective rights are being litigated in a class action and when that same class action is looking to pause any other legal cases dealing with the same collective rights issues.
36. Also, the class action process automatically binds Treaty 3 Communities – the collective rights holders – without Treaty 3 Communities agreeing to be bound and authorizing this through a Band Council Resolution. This does not seem to align with the *Indian Act*, which is clear about the process for a decision to bind a band.
37. Second, we would share our perspective, as Plaintiff Treaty 3 Communities advancing the Treaty 3 annuities action, on how to manage issues related to the opt-out procedure. This perspective is important because Treaty 3 Communities

who are advancing related legal claims must understand what steps they need to take in the class action to continue to advance their own claims.

38. This is particularly important because right now Wabaseemoong's Notice of Motion for the certification motion seeks an order to stay cases that deal with the same facts as the facts in Wabaseemoong's proposed class action. If the court issues this kind of order, that would stop our Treaty 3 annuities action.

39. Third, we would share our perspective on how common issues on annuities can be framed in the class action in a way that coordinates the common issues with the annuities issues advanced in our Treaty 3 annuities action.

40. Fourth, and relatedly, we would bring our perspective on how the class action, if certified, should be coordinated with our Treaty 3 annuities action, as well as with other Treaty 3 claims, should any other claims advance that have overlapping issues with the class action and our Treaty 3 annuities action.

41. I make this affidavit for the purposes of the proposed Intervenor's Motion to Intervene in the certification motion of Wabaseemoong's proposed class action and for no improper purpose.

AFFIRMED remotely by Chief Linda)
McVicar, stated as being located in)
the City of Winnipeg, in the Province)
of Manitoba, before me at the City)
of Toronto in the Province of Ontario)
on March 26, 2026, in accordance)
with O. Reg 431/20, Administering)
Oath or Declaration Remotely)

DocuSigned by:)
Bryce Lansdell)
7C469986EE99476...)
Bryce Lansdell)
LSO # 91569V)

Signed by:)
Chief Linda McVicar)
21B67789217545C...)
Chief Linda McVicar)

**This is Exhibit "1" to the
Affidavit of Chief Linda McVicar
affirmed March 26, 2026**

DocuSigned by:
Bryce Lansdell
7C469986EE99476...

**Bryce Lansdell
LSO # 91569V**



COURT FILE NO. _____

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

ANIMAKEE WA ZHING 37 FIRST NATION, COUCHICHING FIRST
NATION, GAKIJIWANONG ANISHINAABE NATION, MITAANJIGAMIING
FIRST NATION, NAICATCHEWENIN FIRST NATION,
NAOTKAMEGWANNING FIRST NATION, NIGIGOONSIMINIKAANING
FIRST NATION, RAINY RIVER FIRST NATIONS,
AND SEINE RIVER FIRST NATION

PLAINTIFFS

and

HIS MAJESTY THE KING IN RIGHT OF CANADA

DEFENDANT

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This

will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 216 Water Street
Kenora, Ontario P9N 1S4

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA

Ontario Regional Office
Department of Justice Canada
120 Adelaide Street West
Suite #400
Toronto, Ontario M5H 1T1

A. CLAIM

1. The Plaintiffs seek the following relief:
 - a. A declaration that the Crown failed to act honourably by failing to negotiate honestly or in good faith with respect to the Annuity Provisions;
 - b. A declaration that the Annuity Provisions of Treaty 3 require the annual payment of monetary amounts equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - c. A declaration that the honour of the Crown requires Canada to adjust its Annuity Payments under the Treaty so that they are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - d. A declaration that, from 1873 to the present, the Crown has breached its obligations under the Treaty by failing to make Annuity Payments as provided for in the Treaty in amounts that are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - e. A declaration that, from 1873 to the present, the Crown has failed to act honourably, by failing to make Annuity Payments provided for in the Treaties in amounts that are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - f. A declaration that, from 1873 to the present, the Crown has breached its obligations under the Treaty and/or failed to act honourably by failing to take steps to eliminate the negative impacts on the Plaintiffs

of any reduction in the value and/or purchasing power of the monetary amounts set out in the Treaty;

g. Equitable compensation;

h. Damages;

i. Post-judgment interest;

j. Punitive damages;

k. Costs; and

l. Such further and other relief as this Honourable Court may deem just.

B. OVERVIEW

2. Following multiple years of attempted negotiations, the Anishinaabeg of Rainy River and Lake of the Woods and the Crown entered into Treaty 3 in 1873. Treaty 3 includes provisions (“Annuity Provisions”), requiring annual payments to Chiefs, Councillors and members of the Anishinaabe Nation in Treaty #3 (“Annuity Payments”).
3. During negotiations of Treaty 3, the Crown, as represented by Treaty Commissioners, breached its duty to negotiate in good faith by:
 - a. failing to disclose the effect of inflation on the value and/or purchasing power of Annuity Payments; and
 - b. failing to disclose the possibility of including a provision for the augmentation of the Annuity Payments if the Anishinaabeg territory in Rainy River and Lake of the Woods became more productive.
4. The Crown also breached its duty to negotiate honestly when Treaty Commissioners actively misrepresented the amount that they were able to offer for Annuity Provisions pursuant to their mandate from the Crown.

5. Properly interpreted, the Annuity Provisions in Treaty 3 are intended to provide members of the Anishinaabe Nation in Treaty #3 with annual Annuity Payments equivalent to the real value and/or purchasing power of the nominal dollar figures agreed to in 1873.
6. By refusing to adjust the nominal dollar figures of the Annuity Payments since 1873 to account for changes in value and/or purchasing power, the Crown has breached the Treaty and its duty of diligent implementation, has frustrated the purpose of the Treaty, and has failed to act honourably.
7. Canada's breach of Treaty 3 has occurred each year since 1873 and continues to occur each year that the Annuity Payments are not adjusted to account for changes in value and/or purchasing power.

C. THE PARTIES TO THE CLAIM

The Plaintiffs

8. The Plaintiffs bring this claim on their own behalf as member communities of the Anishinaabe Nation in Treaty #3. Specifically, each of the following Treaty 3 Anishinaabe communities bring this action:
 - a. Animakee Wa Zhing 37 First Nation;
 - b. Couchiching First Nation;
 - c. Gakijiwanong Anishinaabe Nation;
 - d. Mitaanjigamiing First Nation;
 - e. Naicatchewenin First Nation;
 - f. Nautkamegwanning First Nation;
 - g. Nigigoonsiminikaaning First Nation;

h. Rainy River First Nations; and

i. Seine River First Nation.

9. Each of the Plaintiffs is an Indian Band under the *Indian Act*, RSC 1985, c I-5 as amended, and are successors of the Anishinaabeg of Rainy River and Lake of the Woods (the “Anishinaabeg”) who entered Treaty 3. The Plaintiffs are First Nation peoples within the meaning of section 35 of the *Constitution Act, 1982*.

10. The traditional territory inhabited by the Plaintiffs included the region in and about the watershed of the Lake of the Woods, including the Rainy River and the lands known as the Boundary Waters.

The Defendant

11. His Majesty the King in Right of Canada (“Canada” or “the Crown”) is primarily responsible for carrying out and honouring the Crown’s obligations under Treaty 3. One of those Crown obligations is the payment of annuities to First Nations.

12. The Defendant is represented in this action by his designated Minister, the Attorney General of Canada, in accordance with section 23(1) of the *Crown Liability and Proceedings Act*, RSC 1985, c C-50, as amended.

D. FACTUAL BACKGROUND GIVING RISE TO THE CLAIM

Crown-Anishinaabeg Relations prior to Treaty

13. Prior to Treaty in 1873, the Anishinaabeg had longstanding relationships with the British and the French before them. Founded on the principles of mutual respect, mutual responsibility, reciprocity, and renewal, the British and the Anishinaabeg maintained relationship through annual gift-giving around sacred “council fires” as expressions of mutual generosity, goodwill, and interdependence.

14. Although the Anishinaabeg had previously engaged in some trade with Europeans, experience with the Dominion of Canada’s monetary economy before Treaty was

limited. The Anishinaabeg were not familiar with concepts of monetary inflation or its potential impacts on the value and/or purchasing power of money over time.

Initial Treaty Discussions and Anishinaabeg 1869 Treaty Demands

15. Commencing in or around 1869, representatives of the Dominion of Canada began meeting with Anishinaabeg Chiefs to discuss securing peaceful relations to allow for Canadian westward expansion and settlement. Various options were considered by the parties, ranging from the negotiation of transitory rights of passage in particular contexts to a more comprehensive treaty.

16. For the purposes of any potential treaty, the Anishinaabeg expected to obtain certain guarantees of material and other benefits which would assist them in improving their standard of living while allowing them to continue to remain on their lands and continue their way of life.

17. With these objects in mind, on January 22, 1869, a group of Anishinaabeg Chiefs submitted a document to the Crown setting out their detailed expectations for financial payments to be considered in any future treaty negotiations (the “1869 Demands”).

1871-1872 Treaty Negotiations

18. In 1871, after two years of periodic negotiations, the Dominion of Canada appointed Wemyss Simpson, Simon Dawson and Robert Pither as Treaty Commissioners for the purposes of negotiating a treaty with the Anishinaabeg. The Treaty Commissioners were empowered to act as representatives of Her Majesty the Queen, pursuant to instructions given by the Privy Council for the Dominion of Canada (the “Dominion Government”).

19. The Dominion Government’s instructions given to the Treaty Commissioners included an Order in Council in April/May 1871 authorizing the Treaty Commissioners to provide twelve dollars per annum for a family of five, with a

discretionary power to add small sums in addition when the families exceed that number.

20. The Treaty Commissioners of 1871-1872 were aware of the negotiation of the Robinson-Superior and Robinson-Huron Treaties (the “Robinson Treaties”) in 1850 and knew the terms of those treaties included provisions allowing for increases to annual annuity payments based on increased productivity and value of the territory. While the Anishinaabeg had some limited knowledge of the Robinson Treaties, they were not familiar with the specific terms of those treaties.
21. In and around this time, the Treaty Commissioners developed a draft of the Treaty (the “Draft Treaty”). The Draft Treaty included provisions, similar to those used in the Robinson Treaties, to increase the amount of the Annuity Payments if the territory became more productive in future.
22. The Draft Treaty was not shared with the Anishinaabeg, nor was the possibility of including provisions that would progressively increase the amount of the Annuity Payments presented to them. Instead, the Treaty Commissioners offered the Anishinaabeg an Annuity Payment of \$3 per person.
23. The Anishinaabeg communicated to the Treaty Commissioners their desire for Annuity Payments that would provide for material benefits commensurate with the wealth of resources available in their lands and consequently rejected the Crown’s proposal.
24. Negotiations between the Treaty Commissioners and the Anishinaabeg in 1871-1872 were therefore unsuccessful.

Treaty Negotiations Reconvene in September 1873

25. In 1873, Canada appointed Alexander Morris, Simon Dawson, and J.A.N. Provencher as new Treaty Commissioners. Alexander Morris, the Lieutenant-Governor of the Northwest Territories, was appointed as Chief Commissioner.

Commissioner Morris had negotiated the Robinson Treaties and was familiar with the terms of those treaties.

26. On August 5, 1873, Canada issued an Order in Council granting the Treaty Commissioners the authority to provide Annuity Payments, fixed annually, to the extent of \$7 per person and \$15 per person as an initial cash present.
27. In 1873, Commissioner Morris received materials related to the negotiations in 1871-1872. These materials included the Draft Treaty, which Commissioner Morris reviewed and edited.
28. The Anishinaabeg and the Treaty Commissioners met at the Northwest Angle in September 1873, with substantive negotiations commencing on October 1, 1873, and continuing for three days. Since the Anishinaabeg did not speak or read English, the negotiations were carried out with the assistance of interpreters, who interpreted the statements of each party and communicated them to the other party.
- Breach of the Duty to Negotiate Honourably and in Good Faith: Disclosures***
29. In negotiations with the Anishinaabeg, the honour of the Crown required that the Treaty Commissioners negotiate in good faith. The duty to negotiate in good faith required, among other things, that the Crown disclose all relevant factors to the Anishinaabeg in negotiations.
30. During the three days of negotiations between the Treaty Commissioners and the Anishinaabeg, the Crown breached its duty to negotiate in good faith and fell below the standard of honourable conduct required by failing to disclose to the Anishinaabeg the effect of inflation on the value and/or purchasing power on Annuity Payments.
31. The Treaty Commissioners also breached the Crown's duty to negotiate in good faith and fell below the standard of honourable conduct required by failing to disclose the possibility of including a provision for the augmentation of the Annuity Payments

if the Anishinaabeg territory became more productive, despite this having been included in the Draft Treaty and used in the Robinson Treaties.

32. The Anishinaabeg were not equipped to acquire information about inflation or the terms of the Draft Treaty independently and were thus vulnerable to being misled by Crown representations which failed to disclose this information.
33. In failing to make these disclosures, the Crown deprived the Anishinaabeg of the opportunity to negotiate Annuity Provisions that could explicitly allow for periodic adjustments, based either on inflation or the increased value of the Anishinaabeg territory through an augmentation clause. The Crown's breach of its duty to negotiate honourably and in good faith, and the corresponding losses born by the Anishinaabeg, entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

Breach of the Duty to Negotiate Honourably and in Good Faith: Honesty

34. The honour of the Crown and the duty to negotiate in good faith also required the Treaty Commissioners to be truthful when making representations to the Anishinaabeg and to avoid even the appearance of sharp dealing.
35. During negotiations with the Anishinaabeg, the Treaty Commissioners breached this duty to negotiate honestly and in good faith by actively misrepresenting the authority granted to them by Order in Council for the negotiation of Annuity Provisions.
36. On October 1, 1873, Commissioner Morris informed the Anishinaabeg gathered at Northwest Angle that he only had authority to offer \$10 per person on the spot and \$5 per person every year thereafter, and that this was all that was within his power.
37. On October 2, 1873, the Anishinaabeg countered by repeating their 1869 Demands for Annuity Payments, comprised of \$15 to all individuals in 1873 and \$10 per person for all the years thereafter, as well as \$50 to Chiefs, \$20 to Councillors, and \$15 to warriors. In response, Commissioner Morris stated that he was a servant of the Queen and had no authority to give more than his original offer of \$10 per

person on the spot and \$5 per person every year thereafter. He then threatened to leave without making a treaty if the Anishinaabeg did not accept his offer.

38. By representing to the Anishinaabeg that the Crown had only granted authority to the Treaty Commissioners to offer a \$5 Annuity Payment, despite having authority to increase the annuity to \$7, and by threatening to leave negotiations on that basis, the Crown failed to negotiate honestly and in good faith, engaged in sharp dealing, and fell below the standard of honourable conduct required.
39. This breach on the part of the Treaty Commissioners prevented the Anishinaabeg from being adequately informed during negotiations and deprived the Anishinaabeg of the opportunity to negotiate higher Annuity Provisions. The Crown's breach of its duty to negotiate honourably, honestly, and in good faith, and the corresponding losses born by the Anishinaabeg, entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

Signing of the Treaty and the Treaty 3 Memorial

40. On October 3, 1873, the Anishinaabeg and Her Majesty the Queen in Right of Canada entered into Treaty 3. In the Anishinaabe language, the Treaty is referred to as Manidoo Mazina'igan, translated as the Sacred Papers of Treaty 3. In English, the Treaty is formally referred to by the Crown as Treaty 3 between Her Majesty the Queen and the Saulteaux Tribe of the Ojibbeway Indians at the Northwest Angle on the Lake of the Woods.
41. After the Anishinaabeg and the Treaty Commissioners reached agreement on the terms of the Treaty, the Treaty Commissioners completed the preparation of a written memorial of the terms of the Treaty, for the signatures of the Anishinaabeg Chiefs and the Treaty Commissioners (the "Treaty 3 Memorial").
42. The Treaty 3 Memorial was completed on the basis of a text prepared by officials of the Government of Canada and provided in draft to the Treaty Commissioners. The

Treaty 3 Memorial was written in English with the signs or signatures of the Anishinaabeg Chiefs and Treaty Commissioners affixed to the document.

The Treaty 3 Annuity Promises

43. As part of the Treaty with the Anishinaabe Nation in Treaty #3, the Crown undertook to provide Annuity Payments to the beneficiaries of Treaty 3. The Treaty 3 Memorial recorded the annuity promises in the following Annuity Provisions:

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period in each year to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of five dollars per head yearly.

...

It is further agreed between Her Majesty and the said Indians that each Chief duly recognized as such shall receive an annual salary of twenty-five dollars per annum, and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer as aforesaid shall also receive once in every three years a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

44. In brief, the Annuity Provisions provide for the Crown to make annual Annuity Payments, and set the amount of those payments at \$25 to Chiefs, \$15 to Councillors, and \$5 to other members of the Anishinaabe Nation in Treaty #3 (the "Nominal Annuity Amounts").

The Honour of the Crown and Interpretation of Annuity Provisions

45. Treaty 3 is enforceable by the Plaintiffs against Canada as a *sui generis* agreement embodying both Anishinaabe law and the common law, which was solemnly entered into between the Anishinaabe Nation in Treaty #3 and the Crown with the intention

of having legal effect. Post-1982, the Treaty has constitutional force and is part of the supreme law of the land pursuant to sections 35(1) and 52(1) of the *Constitution Act, 1982*. Accordingly, the entitlement to perpetual Annuity Payments and their adjustment constitutes a Treaty right that is hereby recognized and affirmed pursuant to section 35(1).

46. The honour of the Crown requires that Canada take a broad, purposive approach to the interpretation of the promises made in the Treaty.

47. Properly interpreted, the Annuity Provisions are intended to provide members of the Anishinaabe Nation in Treaty #3 with Annuity Payments in amounts equivalent to the value and/or purchasing power, in 1873, of the Nominal Annuity Amounts of \$5, \$15, and \$25.

The Duty of Diligent Implementation

48. In addition to taking a broad purposive approach to the interpretation of Treaty promises, the Crown has a duty to act in a manner that is consistent with the honour of the Crown in the implementation and performance of its Treaty promises and obligations.

49. The honour of the Crown holds the Crown to a high standard of honourable dealing. It requires the Crown to act honourably in a way that allows the parties to accomplish the written, oral, and implied terms of the Treaty and the expectations of the Anishinaabe Nation in Treaty #3, as understood by both the Crown and the Anishinaabe Nation in Treaty #3 according to their respective laws and governance systems.

50. The honour of the Crown requires the Crown to diligently and effectively fulfil its Treaty obligations in a way that advances the purpose behind Treaty promises according to both the letter, and the spirit and intent of the Treaty.

51. This duty also extends to resolving issues and claims related to implementing the terms of the Treaty.

Post-Treaty Breach of Treaty and Duty of Diligent Implementation

52. Canada, and specifically the Minister of Indigenous Services, is responsible for implementing the terms of the Treaty in respect of the Annuity Payments, including by distributing Annuity Payments to members of the Anishinaabe Nation in Treaty #3 through Indigenous Services Canada's Indian Moneys Program.
53. Since 1873, significant levels of inflation in Canada have substantially eroded the real value and/or purchasing power of the Annuity Payments for members of the Anishinaabe Nation in Treaty #3.
54. In 1909, Chiefs of the Anishinaabe Nation in Treaty #3 sent a petition to the Crown regarding the diminishing value and/or purchasing power of the Annuity Payments being provided by the Crown. The Chiefs raised with the Crown the Crown's failure to provide the material value that was promised in Treaty 3 and asked the Crown to rectify this error and provide Annuity Payments reflecting the value and/or purchasing power that was agreed to by way of the Treaty.
55. Similar complaints were renewed in 1924 and 1947.
56. Since entering Treaty 3 in 1873, Canada knew or ought to have known that the effect of inflation would significantly decrease the value and/or purchasing power of the Annuity Payments if paid in the Nominal Annuity Amounts.
57. Despite that knowledge, Canada has at no time increased Annuity Payments to amounts that would reflect the original value and/or purchasing power in 1873. Canada still pays only \$25 to Chiefs, \$15 to Councillors, and \$5 to members of the Anishinaabe Nation in Treaty #3.
58. By refusing to adjust the Annuity Payments since 1873 to account for the changing value and/or purchasing power, Canada has unjustifiably breached the Treaty, has failed to act liberally and justly in accordance with the intention of the Treaty, has failed to diligently implement the Treaty promises as properly interpreted, and has frustrated the purpose of the Annuity Provisions.

59. Today the value and/or purchasing power of the Annuity Payments is a small fraction of what the Annuity Payments were worth in 1873 when the Treaty was entered into. The Annuity Payments no longer make a significant contribution to the welfare of members of the Anishinaabe Nation in Treaty #3, who have suffered a loss in value and/or purchasing power each year since 1873 due to Canada's inaction.
60. Canada's failure to take steps to eliminate the negative impacts on the Plaintiffs of any reduction in the value and/or purchasing power of the Annuity Payments also represents a breach of the Treaty and of the Crown's duty of diligent implementation.
61. Canada's breaches of Treaty 3 occur each year that the Annuity Payments are not adjusted to account for changes in value and/or purchasing power. The Crown's breaches of the Annuity Provisions and the corresponding past and on-going monetary losses born by the Anishinaabe Nation in Treaty #3 entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

E. PUNITIVE DAMAGES

62. Canada's conduct in failing to increase the Annuity Payments to account for changes in value and/or purchasing power is high-handed, malicious, arbitrary, highly reprehensible, or otherwise in bad faith. This conduct warrants the Court's condemnation in the form of an award of punitive damages.

F. LOCATION OF TRIAL

63. The Plaintiffs request that this action be tried at Kenora, Ontario.

November 18, 2025

JFK LAW LLP

Suite 1100
65 Queen Street West,
Toronto, Ontario M5H 2M5

Robert Janes, KC (LSO #33646P)

Lara Koerner-Yeo (LSO #75765B)

Bryce Lansdell (LSO #91569V)

Tel/Fax: (888) 687-8388

rjanes@jfkllaw.ca

lkoerneryeo@jfkllaw.ca

blansdell@jfkllaw.ca

Lawyers for the Plaintiffs

ANIMAKEE WA ZHING et al.
Plaintiffs

-and-

HIS MAJESTY THE KING IN RIGHT OF CANADA
Defendant

Court File No./N° du dossier du greffe : CV-25-00000087-0000

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding Commenced at Kenora

STATEMENT OF CLAIM

JFK LAW LLP
Suite 1100
65 Queen Street West,
Toronto, Ontario M5H 2M5

Robert Janes, KC (LSO #33646P)
Email: rjanes@jfklaw.ca

Lara Koerner-Yeo (LSO #75765B)
Email: lkoerneryeo@jfklaw.ca

Bryce Lansdell (LSO #91569V)
Email: blansdell@jfklaw.ca

Tel/Fax: (888) 687-8388

Lawyers for the Plaintiffs

**This is Exhibit "2" to the
Affidavit of Chief Linda McVicar
affirmed March 26, 2026**

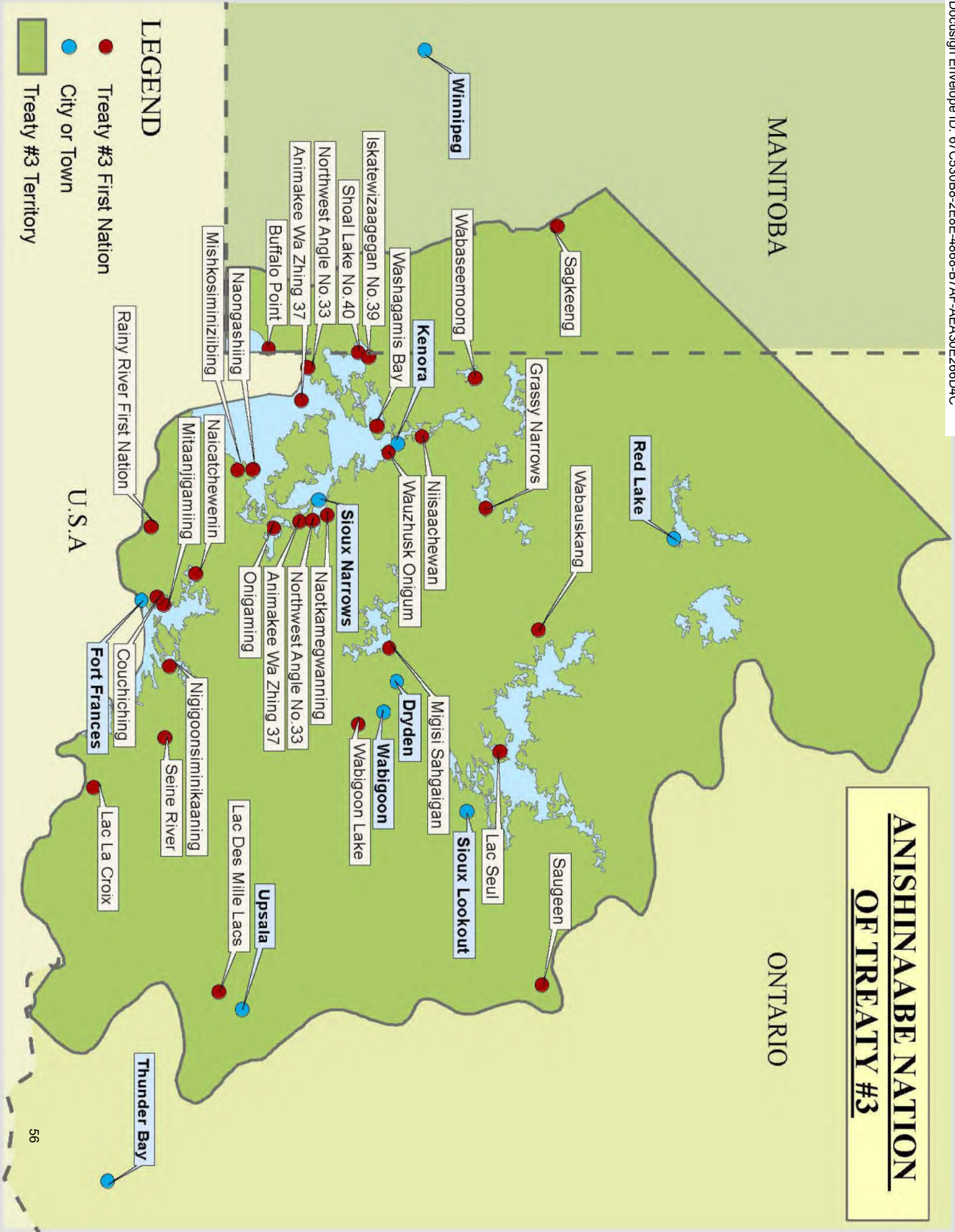
DocuSigned by:

Bryce Lansdell

7C469086FE00476

**Bryce Lansdell
LSO # 91569V**

ANISHINAABE NATION
OF TREATY #3



**This is Exhibit “3” to the
Affidavit of Chief Linda McVicar
affirmed March 26, 2026**

DocuSigned by:
Bryce Lansdell
7C469986FE99476

**Bryce Lansdell
LSO # 91569V**



Treaty #3 National Fall Assembly and Chiefs-In-Assembly
Strengthening Our Sovereignty: Building Our Future
October 1, 2 & 3, 2024
Hosted by Nootkamegwanning First Nation
Chi-Key-Wis Arena, 1706 Arena Road, Whitefish Bay

AGENDA

Facilitators: Don Jones & Derrick Henderson

October 1, 2024 National Assembly	October 2, 2024 Chiefs-In-Assembly	October 3, 2024 Chiefs-In-Assembly
9:00 a.m. Cultural Protocols Drum: Host Community Elders: TBA Welcoming Remarks: Chief Gary Tom, Nootkamegwanning FN Ogichidaa Francis Kavanaugh Gaakinawataagizod Cheyenne Vandermeer Member of Parliament, Kenora – Eric Melillo Overview/Summary of Agenda Constituent Council Updates 10:00 a.m. - Mizi'lwe Aana Kwat 2SLGBTQQIA+ Council 10:15 a.m. - Honour Late Ron Mandamin 10: 35 a.m. - Oshkiniigiig Youth Executive Council 10:50 a.m. Break 10 minutes 11:00 p.m.- Gaagiidoo-Ikwewag Women's Council 10:20 a.m. - Mamawichi-Gabowitaa-Ininiwag Men's Council 11:30 a.m. - T3PS Executive OPS Review & T3PS Strategic Plan Noon – Lunch Break 60 minutes Sponsored by TIPI Insurance Partners 1:00 p.m. - Economic Chiefs Update 1:45 p.m. - Cultural Chiefs Update 2:30 p.m. Break 15 minutes 2:45 p.m. - Environmental Chiefs Update 3:30 p.m. - Social Chiefs Update 4:15 p.m. Reflections and Closing	9:00 a.m. Cultural Protocols Elders: TBA Overview/Summary of Agenda 10:00 a.m. - Don Morrison, OFNLP Sovereign Wealth 10:30 a.m. Break 15 minutes 10:45 a.m. RRS – Agreement Renewal 11:30 a.m. GCT3 Office Build update Noon - Lunch Break 60 Minutes Dignitaries address: Assembly of First Nations – National Chief Cindy Woodhouse Nepinak Ontario Regional Chief Abram Benedict 1:30 p.m. Cows and Ploughs Ryan Lake, Maurice Law 2:15 p.m. Shoal Lake PEAT Update 2:45 p.m. Break 15 minutes 3:00 p.m. Gamikaan Bimaadiziwin (Bug Lake) Update Selena Belanger 3:30 p.m. Treaty 3 Annuity Litigation Sara Mainville JFK 4:00 p.m. Resolutions by Committee - Economic - Cultural - Environmental - Social 4:30 p.m. Reflections and Closing	9:00 a.m. Cultural Protocols Elders: TBA Overview/Summary of Agenda Dignitaries address: Member of Provincial Parliament Kiiwetinoong - Sol Mamakwa, 9:30 a.m. -Feasting the Treaty 10:30a.m. Anishinaabe Inaakonigewin Presentation George Kakeway 11:00 a.m. Break 15 minutes 11:15 a.m. - Niiwinwendaanimok Report Allan Luby Noon - Lunch Break 60 minutes 1:00p.m. GCT3 Financial Audit – MNP 2:00p.m. Annuities Presentation Leo Waisberg, Historian 2:30p.m. Migisi Treatment Centre Joanne Cobiness Reflections and Cultural Protocols Giveaway Closing Protocols

**This is Exhibit "4" to the
Affidavit of Chief Linda McVicar
affirmed March 26, 2026**

DocuSigned by:
Bryce Lansdell
7C469986FE99476

**Bryce Lansdell
LSO # 91569V**



Grand Council Treaty #3

Office of the Ogichidaa

RESOLUTION OF THE GRAND COUNCIL TREATY# 3 Chiefs-in-Assembly

Support for Wabaseemoong Lawsuit

RESOLUTION CA-24-24

WHEREAS since time immemorial, Creator entrusted the Anishinaabe to govern based on laws to live in harmony and for the benefit of all of creation; and

WHEREAS the Anishinaabe Nation in Treaty #3 signed Treaty #3 on October 3, 1873 and exercises inherent and treaty rights to jurisdiction, sovereignty, and nationhood; and

WHEREAS Wabaseemoong Independent Nations will commence a Lawsuit (the "Lawsuit"); and

WHEREAS the Action argues the breaches of Treaty #3, specifically, the Crown's failure to implement the provision for agricultural benefits, the enactment of policies and legislation that specifically disadvantaged First Nations, and its failure to increase, index or augment the Annuity Payment promises (the "Treaty Promises"); and

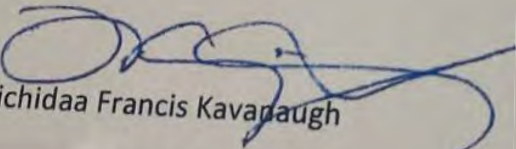
WHEREAS this resolution does not prejudice the individual rights, efforts and past and future agreements of any individual Treaty #3 First Nation; and

WHEREAS the Grand Council Treaty #3 is not obliged to provide any financial commitment to the litigation.

THEREFORE BE IT RESOLVED that the Chiefs in Assembly endorse and support Wabaseemoong Independent Nations in the Lawsuit

Decided on October 3, 2024 at Naotkamegwaning First Nation.

Certified a true copy


Ogichidaa Francis Kavanaugh

Moved by: Chief Waylon Scott, Wabaseemoong First Nation

Seconded by: Chief Clifford Bull, Lac Seul First Nation

Note:

For: 11

Opposed: 4

- Chief Lynn Indian, Mishkosiminiziibing First Nation
- Chief Linda McVicar, Animakee Wa Zhing First Nation
- Proxy Chief Henry Swampy, Sagkeeng First Nation
- Proxy Chief Dave Bruyere, Couchiching First Nation

WABASEEMOONG INDEPENDENT NATIONS et al. - and -
Plaintiffs / Responding Parties

HIS MAJESTY THE KING IN RIGHT OF CANADA
Defendant / Responding Party

Court File No. CV-24-00000091-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at Kenora

AFFIDAVIT OF CHIEF LINDA MCVICAR
Affirmed March 26, 2026
(Motion for Leave to Intervene
returnable June 12, 2026)

JFK LAW LLP
65 Queen Street West
Suite 1100
Toronto, ON M5H 2M5

Robert J.M. Janes, KC (LSO #33464P)
Email: rjanes@jfkllaw.ca

Lara Koerner-Yeo (LSO #75765B)
Email: lkoerneryeo@jfkllaw.ca

Bryce Lansdell (LSO #91569V)
Email: blansdell@jfkllaw.ca

Tel: 1-888-687-8388
Fax: 437-293-5367

Lawyers for the Proposed Interveners

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**WABASEEMOONG INDEPENDENT NATIONS, on behalf of all TREATY 3 FIRST
NATIONS and
CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the
WABASEEMOONG INDEPENDENT NATIONS and all members of TREATY 3 FIRST
NATIONS**

Plaintiffs

- and -

**HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the ATTORNEY GENERAL OF CANADA**

Defendant

- and -

**ANIMAKEE WA ZHING #37 FIRST NATION, COUCHICHING FIRST NATION,
GAKIJIWANONG ANISHINAABE NATION, MITAANJIGAMING FIRST NATION,
NAICATCHEWENIN FIRST NATION, NAOTKAMEGWANNING FIRST NATION,
NIGIGOONSIMINIKAANING FIRST NATION, RAINY RIVER FIRST NATIONS,
SEINE RIVER FIRST NATION**

Intervenors

AFFIDAVIT OF SHELBY MURPHY

I, Shelby Murphy, Paralegal, Department of Justice Canada, of 50 O'Connor Street, Ottawa, in the Province of Ontario, AFFIRM AND SAY THAT:

1. I am employed as a paralegal with the Department of Justice in Ottawa, Ontario. In the ordinary course of my duties, I assist counsel in the Civil Litigation Section. In that capacity, I

reviewed the pleadings and correspondence exchanged between the parties in this proceeding, and have knowledge of the steps taken in advance of the scheduled certification motion. As such, I have knowledge of the information contained herein, or have been informed of it and verily believe it, in which case I state the source of my information.

2. I am aware that on May 20, 2026, counsel for Canada cross-examined Chief Linda McVicar on her affidavit affirmed on May 1, 2025, and which was filed by the Intervenor for the certification motion.

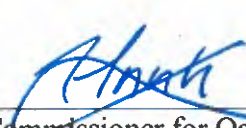
3. I am aware that on May 21, 2026, counsel for the Intervenor wrote a letter to counsel for Canada to respond to undertakings requested during Chief McVicar's cross-examination. A copy of the letter from Kelsey A. Rose, associate at JFK Law LLP, to Heather Thompson and Ryan M. Lake, dated May 21, 2026, is attached to this affidavit as **Exhibit A**.

4. The aforementioned letter enclosed the following documents answering the undertakings requested by Canada:

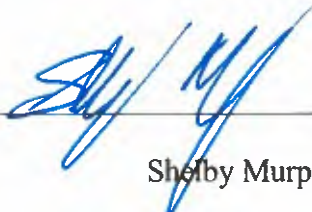
- (a) A copy of the letter from Robert Janes, counsel at JFK Law LLP to Sherry Ackabee, Chief of Asubpeeschoseewagong First Nation, dated December 5, 2025, is attached to this affidavit and marked as **Exhibit B**.
- (b) A copy of the draft resolution received by Chief McVicar on October 1, 2024, as referenced by Chief McVicar in her cross-examination at Question 142, at page 48, entitled "RESOLUTION OF THE GRAND COUNCIL TREATY #3, Chiefs-in-Assembly: Support for Wabaseemoong Agricultural Lawsuit", is attached to this affidavit and marked as **Exhibit C**.

5. I make this affidavit for Canada's response to the Plaintiffs' motion for certification in the within proceeding.

AFFIRMED before me in the City of
Ottawa, in the Province of Ontario, this 7th
day of July, 2026.


A Commissioner for Oaths in and for the
Province of Ontario

)
)
)
)
)
)


Shelby Murphy

This is Exhibit A referred to
in the affidavit of

SHELBY MURPHY

Affirmed before me this 7th Day of
July, 2026


A Commr. & etc.



Suite 260 – 200 Granville St.
Vancouver, BC V6C 1S4

T 604 687 0549
F 604 687 2696
www.jfklaw.ca

Kelsey A. Rose
She/Her/Hers
Associate
E krose@jfklaw.ca

May 21, 2026

VIA EMAIL at
Heather.Thompson@justice.gc.ca and rlake@mauricelaw.com

1667-003

Heather Thompson
Civil Litigation Section
National Litigation Sector
50 O'Connor Street, 5th Floor
Ottawa, ON K1A 0H8

Ryan M. Lake
Maurice Law
35 Wolf Drive
Redwood Meadows, AB
T3Z 1A3

Dear Counsel:

Re: Wabaseemoong Independent Nations Class Action, Court File No. CV-24-00000091-00CP – Undertakings from Cross-Examination of Chief Linda McVicar

Further to your requests at the examination of Chief Linda McVicar today, we are providing the following:

- a. A letter from JFK Law LLP, counsel for the plaintiffs in ONSC Court File No. CV-25-00000087-0000, to Chief of Asubpeeschoseewagong First Nation, dated December 5, 2025, providing a copy of the Statement of Claim in that action. We confirm that letters including the same substance were provided on December 5, 2025, to:
 - i. Grand Council Treaty #3;
 - ii. Buffalo Point First Nation;
 - iii. Iskatewizaagegan #39 Independent First Nation;
 - iv. Lac Des Mille Lacs First Nation;
 - v. Lac Seul First Nation (Obishikokaang);
 - vi. Migisi Sahgaigan First Nation (Eagle Lake);
 - vii. Mishkosiminiziibiing First Nation (Big Grassy River);



- viii. Naongashiing First Nation (Big Island);
- ix. Niisaachewan Anishinaabe Nation (Dalles);
- x. Northwest Angle #33 First Nation;
- xi. Ojibways of Onigaming First Nation (Sabaskong);
- xii. Ojibway Nation of Saugeen;
- xiii. Sagkeeng First Nation;
- xiv. Shoal Lake #40 First Nation;
- xv. Wabaseemoong Independent Nations;
- xvi. Wabigoon Lake Ojibway Nation (Waabigonii Zaaga'igan);
- xvii. Wabauskang First Nation;
- xviii. Washagamis Bay First Nation;
- xix. Wauzhushk Onigum Nation (Rat Portage)

- b. A copy of a draft resolution received by Chief McVicar on October 1, 2024, entitled "RESOLUTION OF THE GRAND COUNCIL TREATY #3, Chiefs-in-Assembly: Support for Wabaseemoong Agricultural Lawsuit".

With respect to your request for production of written materials that were provided before or during the Grand Council Fall Assembly, from October 1-October 3, 2024 that contain a discussion of annuities, we are considering our position and will provide a response in due course.

Yours truly,

JFK Law LLP

A handwritten signature in black ink, appearing to read "K. Rose", written over a horizontal line.

Per:

Kelsey A. Rose

Associate

cc: Robert Janes and Bryce Lansdell

Genevieve Tremblay-Tardif, Larry Wu, Murphy Shelby

Ron Maurice, Anjalika Rogers, Geneviève Boulay, Kelley Humber

This is Exhibit **B** referred to
in the affidavit of

SHELBY MURPHY

Affirmed before me this 7th Day of
July, 2026


A Commr. & etc.



65 Queen Street West
Suite 1100
Toronto, ON M5H 2M5
T 647 255 3100
F 604 687 2696
www.jfklaw.ca

Robert Janes KC
A Personal Law Corporation
He/Him/His
Partner
T 250 888 5269
E rjanes@jfklaw.ca

December 5, 2025

VIA EMAIL AND REGULAR MAIL
SherryAckabee@outlook.com

Sherry Ackabee, Chief
Asubpeeschoseewagong First Nation
Grassy Narrows, ON
P0X 1B0

Dear: Chief Ackabee,

Re: Copy of Treaty 3 Annuities Statement of Claim

We are lawyers for nine Treaty 3 Anishinaabe Communities that have started litigation to address Canada's failure to adjust Treaty 3 annuity payments for inflation since 1873.

The Statement of Claim appended to this letter has been brought by the following Communities:

- | | |
|---------------------------------------|--|
| a. Animakee Wa Zhing 37 First Nation; | f. Naotkamegwanning First Nation; |
| b. Couchiching First Nation; | g. Nigigoonsiminikaaning First Nation; |
| c. Gakijiwanong Anishinaabe Nation; | h. Rainy River First Nations; and |
| d. Mitaanjigamiing First Nation; | i. Seine River First Nation. |
| e. Naicatchewenin First Nation; | |

This Statement of Claim is being provided to you for your information only. Neither Grand Council Treaty #3 nor any other Treaty 3 Anishinaabe Communities are included in the litigation, and we are not asking that you take any steps in response to this litigation.

The Statement of Claim states that, in Treaty 3, Canada promised to pay annuity amounts of the same value that was agreed to in 1873, rather than paying out the same dollar amounts each year. Since entering Treaty 3 in 1873, Canada has refused to adjust the annuities for inflation despite repeated petitions from Treaty 3 Chiefs.

Asubpeeschoseewagong First Nation
December 5, 2025



This litigation is not seeking to renegotiate Treaty 3. Instead, the litigation seeks to restore the spirit and intent of the Treaty annuity promises that Canada has failed to honour.

The Statement of Claim was brought by the nine Treaty 3 Anishinaabe Communities listed above solely on their own behalf. While other Treaty 3 Anishinaabe Communities can join this litigation, the litigation does not automatically bind or include Grand Council Treaty #3, other Treaty 3 Anishinaabe Communities, or Treaty 3 members.

If you are interested in learning more about this litigation, you can contact Lara Koerner-Yeo and Bryce Lansdell at the addresses below.

Yours truly,

JFK Law LLP

Robert
Janes, KC

Digitally signed by Robert
Janes, KC
Date: 2025.12.05
16:37:41 -05'00'

Per:

Robert Janes, KC

RJMJ

cc:

Lara Koerner-Yeo

lkoerneryeo@jfkllaw.ca

647-805-5675

Bryce Lansdell

Blansdell@jfkllaw.ca

514-572-5058



COURT FILE NO. _____

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

ANIMAKEE WA ZHING 37 FIRST NATION, COUCHICHING FIRST
NATION, GAKIJIWANONG ANISHINAABE NATION, MITAANJIGAMIING
FIRST NATION, NAICATCHEWENIN FIRST NATION,
NAOTKAMEGWANNING FIRST NATION, NIGIGOONSIMINIKAANING
FIRST NATION, RAINY RIVER FIRST NATIONS,
AND SEINE RIVER FIRST NATION

PLAINTIFFS

and

HIS MAJESTY THE KING IN RIGHT OF CANADA

DEFENDANT

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This

will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 216 Water Street
Kenora, Ontario P9N 1S4

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA

Ontario Regional Office
Department of Justice Canada
120 Adelaide Street West
Suite #400
Toronto, Ontario M5H 1T1

A. CLAIM

1. The Plaintiffs seek the following relief:
 - a. A declaration that the Crown failed to act honourably by failing to negotiate honestly or in good faith with respect to the Annuity Provisions;
 - b. A declaration that the Annuity Provisions of Treaty 3 require the annual payment of monetary amounts equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - c. A declaration that the honour of the Crown requires Canada to adjust its Annuity Payments under the Treaty so that they are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - d. A declaration that, from 1873 to the present, the Crown has breached its obligations under the Treaty by failing to make Annuity Payments as provided for in the Treaty in amounts that are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - e. A declaration that, from 1873 to the present, the Crown has failed to act honourably, by failing to make Annuity Payments provided for in the Treaties in amounts that are equivalent to the value and/or purchasing power in 1873 of the nominal dollar figures set out in the Treaty;
 - f. A declaration that, from 1873 to the present, the Crown has breached its obligations under the Treaty and/or failed to act honourably by failing to take steps to eliminate the negative impacts on the Plaintiffs

of any reduction in the value and/or purchasing power of the monetary amounts set out in the Treaty;

g. Equitable compensation;

h. Damages;

i. Post-judgment interest;

j. Punitive damages;

k. Costs; and

l. Such further and other relief as this Honourable Court may deem just.

B. OVERVIEW

2. Following multiple years of attempted negotiations, the Anishinaabeg of Rainy River and Lake of the Woods and the Crown entered into Treaty 3 in 1873. Treaty 3 includes provisions (“Annuity Provisions”), requiring annual payments to Chiefs, Councillors and members of the Anishinaabe Nation in Treaty #3 (“Annuity Payments”).
3. During negotiations of Treaty 3, the Crown, as represented by Treaty Commissioners, breached its duty to negotiate in good faith by:
 - a. failing to disclose the effect of inflation on the value and/or purchasing power of Annuity Payments; and
 - b. failing to disclose the possibility of including a provision for the augmentation of the Annuity Payments if the Anishinaabeg territory in Rainy River and Lake of the Woods became more productive.
4. The Crown also breached its duty to negotiate honestly when Treaty Commissioners actively misrepresented the amount that they were able to offer for Annuity Provisions pursuant to their mandate from the Crown.

5. Properly interpreted, the Annuity Provisions in Treaty 3 are intended to provide members of the Anishinaabe Nation in Treaty #3 with annual Annuity Payments equivalent to the real value and/or purchasing power of the nominal dollar figures agreed to in 1873.
6. By refusing to adjust the nominal dollar figures of the Annuity Payments since 1873 to account for changes in value and/or purchasing power, the Crown has breached the Treaty and its duty of diligent implementation, has frustrated the purpose of the Treaty, and has failed to act honourably.
7. Canada's breach of Treaty 3 has occurred each year since 1873 and continues to occur each year that the Annuity Payments are not adjusted to account for changes in value and/or purchasing power.

C. THE PARTIES TO THE CLAIM

The Plaintiffs

8. The Plaintiffs bring this claim on their own behalf as member communities of the Anishinaabe Nation in Treaty #3. Specifically, each of the following Treaty 3 Anishinaabe communities bring this action:
 - a. Animakee Wa Zhing 37 First Nation;
 - b. Couchiching First Nation;
 - c. Gakijiwanong Anishinaabe Nation;
 - d. Mitaanjigamiing First Nation;
 - e. Naicatchewenin First Nation;
 - f. Naotkamegwanning First Nation;
 - g. Nigigoonsiminikaaning First Nation;

h. Rainy River First Nations; and

i. Seine River First Nation.

9. Each of the Plaintiffs is an Indian Band under the *Indian Act*, RSC 1985, c I-5 as amended, and are successors of the Anishinaabeg of Rainy River and Lake of the Woods (the “Anishinaabeg”) who entered Treaty 3. The Plaintiffs are First Nation peoples within the meaning of section 35 of the *Constitution Act, 1982*.

10. The traditional territory inhabited by the Plaintiffs included the region in and about the watershed of the Lake of the Woods, including the Rainy River and the lands known as the Boundary Waters.

The Defendant

11. His Majesty the King in Right of Canada (“Canada” or “the Crown”) is primarily responsible for carrying out and honouring the Crown’s obligations under Treaty 3. One of those Crown obligations is the payment of annuities to First Nations.

12. The Defendant is represented in this action by his designated Minister, the Attorney General of Canada, in accordance with section 23(1) of the *Crown Liability and Proceedings Act*, RSC 1985, c C-50, as amended.

D. FACTUAL BACKGROUND GIVING RISE TO THE CLAIM

Crown-Anishinaabeg Relations prior to Treaty

13. Prior to Treaty in 1873, the Anishinaabeg had longstanding relationships with the British and the French before them. Founded on the principles of mutual respect, mutual responsibility, reciprocity, and renewal, the British and the Anishinaabeg maintained relationship through annual gift-giving around sacred “council fires” as expressions of mutual generosity, goodwill, and interdependence.

14. Although the Anishinaabeg had previously engaged in some trade with Europeans, experience with the Dominion of Canada’s monetary economy before Treaty was

limited. The Anishinaabeg were not familiar with concepts of monetary inflation or its potential impacts on the value and/or purchasing power of money over time.

Initial Treaty Discussions and Anishinaabeg 1869 Treaty Demands

15. Commencing in or around 1869, representatives of the Dominion of Canada began meeting with Anishinaabeg Chiefs to discuss securing peaceful relations to allow for Canadian westward expansion and settlement. Various options were considered by the parties, ranging from the negotiation of transitory rights of passage in particular contexts to a more comprehensive treaty.
16. For the purposes of any potential treaty, the Anishinaabeg expected to obtain certain guarantees of material and other benefits which would assist them in improving their standard of living while allowing them to continue to remain on their lands and continue their way of life.
17. With these objects in mind, on January 22, 1869, a group of Anishinaabeg Chiefs submitted a document to the Crown setting out their detailed expectations for financial payments to be considered in any future treaty negotiations (the “1869 Demands”).

1871-1872 Treaty Negotiations

18. In 1871, after two years of periodic negotiations, the Dominion of Canada appointed Wemyss Simpson, Simon Dawson and Robert Pither as Treaty Commissioners for the purposes of negotiating a treaty with the Anishinaabeg. The Treaty Commissioners were empowered to act as representatives of Her Majesty the Queen, pursuant to instructions given by the Privy Council for the Dominion of Canada (the “Dominion Government”).
19. The Dominion Government’s instructions given to the Treaty Commissioners included an Order in Council in April/May 1871 authorizing the Treaty Commissioners to provide twelve dollars per annum for a family of five, with a

discretionary power to add small sums in addition when the families exceed that number.

20. The Treaty Commissioners of 1871-1872 were aware of the negotiation of the Robinson-Superior and Robinson-Huron Treaties (the “Robinson Treaties”) in 1850 and knew the terms of those treaties included provisions allowing for increases to annual annuity payments based on increased productivity and value of the territory. While the Anishinaabeg had some limited knowledge of the Robinson Treaties, they were not familiar with the specific terms of those treaties.
21. In and around this time, the Treaty Commissioners developed a draft of the Treaty (the “Draft Treaty”). The Draft Treaty included provisions, similar to those used in the Robinson Treaties, to increase the amount of the Annuity Payments if the territory became more productive in future.
22. The Draft Treaty was not shared with the Anishinaabeg, nor was the possibility of including provisions that would progressively increase the amount of the Annuity Payments presented to them. Instead, the Treaty Commissioners offered the Anishinaabeg an Annuity Payment of \$3 per person.
23. The Anishinaabeg communicated to the Treaty Commissioners their desire for Annuity Payments that would provide for material benefits commensurate with the wealth of resources available in their lands and consequently rejected the Crown’s proposal.
24. Negotiations between the Treaty Commissioners and the Anishinaabeg in 1871-1872 were therefore unsuccessful.

Treaty Negotiations Reconvene in September 1873

25. In 1873, Canada appointed Alexander Morris, Simon Dawson, and J.A.N. Provencher as new Treaty Commissioners. Alexander Morris, the Lieutenant-Governor of the Northwest Territories, was appointed as Chief Commissioner.

Commissioner Morris had negotiated the Robinson Treaties and was familiar with the terms of those treaties.

26. On August 5, 1873, Canada issued an Order in Council granting the Treaty Commissioners the authority to provide Annuity Payments, fixed annually, to the extent of \$7 per person and \$15 per person as an initial cash present.
27. In 1873, Commissioner Morris received materials related to the negotiations in 1871-1872. These materials included the Draft Treaty, which Commissioner Morris reviewed and edited.
28. The Anishinaabeg and the Treaty Commissioners met at the Northwest Angle in September 1873, with substantive negotiations commencing on October 1, 1873, and continuing for three days. Since the Anishinaabeg did not speak or read English, the negotiations were carried out with the assistance of interpreters, who interpreted the statements of each party and communicated them to the other party.

Breach of the Duty to Negotiate Honourably and in Good Faith: Disclosures

29. In negotiations with the Anishinaabeg, the honour of the Crown required that the Treaty Commissioners negotiate in good faith. The duty to negotiate in good faith required, among other things, that the Crown disclose all relevant factors to the Anishinaabeg in negotiations.
30. During the three days of negotiations between the Treaty Commissioners and the Anishinaabeg, the Crown breached its duty to negotiate in good faith and fell below the standard of honourable conduct required by failing to disclose to the Anishinaabeg the effect of inflation on the value and/or purchasing power on Annuity Payments.
31. The Treaty Commissioners also breached the Crown's duty to negotiate in good faith and fell below the standard of honourable conduct required by failing to disclose the possibility of including a provision for the augmentation of the Annuity Payments

if the Anishinaabeg territory became more productive, despite this having been included in the Draft Treaty and used in the Robinson Treaties.

32. The Anishinaabeg were not equipped to acquire information about inflation or the terms of the Draft Treaty independently and were thus vulnerable to being misled by Crown representations which failed to disclose this information.
33. In failing to make these disclosures, the Crown deprived the Anishinaabeg of the opportunity to negotiate Annuity Provisions that could explicitly allow for periodic adjustments, based either on inflation or the increased value of the Anishinaabeg territory through an augmentation clause. The Crown's breach of its duty to negotiate honourably and in good faith, and the corresponding losses born by the Anishinaabeg, entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

Breach of the Duty to Negotiate Honourably and in Good Faith: Honesty

34. The honour of the Crown and the duty to negotiate in good faith also required the Treaty Commissioners to be truthful when making representations to the Anishinaabeg and to avoid even the appearance of sharp dealing.
35. During negotiations with the Anishinaabeg, the Treaty Commissioners breached this duty to negotiate honestly and in good faith by actively misrepresenting the authority granted to them by Order in Council for the negotiation of Annuity Provisions.
36. On October 1, 1873, Commissioner Morris informed the Anishinaabeg gathered at Northwest Angle that he only had authority to offer \$10 per person on the spot and \$5 per person every year thereafter, and that this was all that was within his power.
37. On October 2, 1873, the Anishinaabeg countered by repeating their 1869 Demands for Annuity Payments, comprised of \$15 to all individuals in 1873 and \$10 per person for all the years thereafter, as well as \$50 to Chiefs, \$20 to Councillors, and \$15 to warriors. In response, Commissioner Morris stated that he was a servant of the Queen and had no authority to give more than his original offer of \$10 per

person on the spot and \$5 per person every year thereafter. He then threatened to leave without making a treaty if the Anishinaabeg did not accept his offer.

38. By representing to the Anishinaabeg that the Crown had only granted authority to the Treaty Commissioners to offer a \$5 Annuity Payment, despite having authority to increase the annuity to \$7, and by threatening to leave negotiations on that basis, the Crown failed to negotiate honestly and in good faith, engaged in sharp dealing, and fell below the standard of honourable conduct required.

39. This breach on the part of the Treaty Commissioners prevented the Anishinaabeg from being adequately informed during negotiations and deprived the Anishinaabeg of the opportunity to negotiate higher Annuity Provisions. The Crown's breach of its duty to negotiate honourably, honestly, and in good faith, and the corresponding losses born by the Anishinaabeg, entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

Signing of the Treaty and the Treaty 3 Memorial

40. On October 3, 1873, the Anishinaabeg and Her Majesty the Queen in Right of Canada entered into Treaty 3. In the Anishinaabe language, the Treaty is referred to as Manidoo Mazina'igan, translated as the Sacred Papers of Treaty 3. In English, the Treaty is formally referred to by the Crown as Treaty 3 between Her Majesty the Queen and the Saulteaux Tribe of the Ojibbeway Indians at the Northwest Angle on the Lake of the Woods.

41. After the Anishinaabeg and the Treaty Commissioners reached agreement on the terms of the Treaty, the Treaty Commissioners completed the preparation of a written memorial of the terms of the Treaty, for the signatures of the Anishinaabeg Chiefs and the Treaty Commissioners (the "Treaty 3 Memorial").

42. The Treaty 3 Memorial was completed on the basis of a text prepared by officials of the Government of Canada and provided in draft to the Treaty Commissioners. The

Treaty 3 Memorial was written in English with the signs or signatures of the Anishinaabeg Chiefs and Treaty Commissioners affixed to the document.

The Treaty 3 Annuity Promises

43. As part of the Treaty with the Anishinaabe Nation in Treaty #3, the Crown undertook to provide Annuity Payments to the beneficiaries of Treaty 3. The Treaty 3 Memorial recorded the annuity promises in the following Annuity Provisions:

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period in each year to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of five dollars per head yearly.

...

It is further agreed between Her Majesty and the said Indians that each Chief duly recognized as such shall receive an annual salary of twenty-five dollars per annum, and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer as aforesaid shall also receive once in every three years a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

44. In brief, the Annuity Provisions provide for the Crown to make annual Annuity Payments, and set the amount of those payments at \$25 to Chiefs, \$15 to Councillors, and \$5 to other members of the Anishinaabe Nation in Treaty #3 (the "Nominal Annuity Amounts").

The Honour of the Crown and Interpretation of Annuity Provisions

45. Treaty 3 is enforceable by the Plaintiffs against Canada as a *sui generis* agreement embodying both Anishinaabe law and the common law, which was solemnly entered into between the Anishinaabe Nation in Treaty #3 and the Crown with the intention

of having legal effect. Post-1982, the Treaty has constitutional force and is part of the supreme law of the land pursuant to sections 35(1) and 52(1) of the *Constitution Act, 1982*. Accordingly, the entitlement to perpetual Annuity Payments and their adjustment constitutes a Treaty right that is hereby recognized and affirmed pursuant to section 35(1).

46. The honour of the Crown requires that Canada take a broad, purposive approach to the interpretation of the promises made in the Treaty.

47. Properly interpreted, the Annuity Provisions are intended to provide members of the Anishinaabe Nation in Treaty #3 with Annuity Payments in amounts equivalent to the value and/or purchasing power, in 1873, of the Nominal Annuity Amounts of \$5, \$15, and \$25.

The Duty of Diligent Implementation

48. In addition to taking a broad purposive approach to the interpretation of Treaty promises, the Crown has a duty to act in a manner that is consistent with the honour of the Crown in the implementation and performance of its Treaty promises and obligations.

49. The honour of the Crown holds the Crown to a high standard of honourable dealing. It requires the Crown to act honourably in a way that allows the parties to accomplish the written, oral, and implied terms of the Treaty and the expectations of the Anishinaabe Nation in Treaty #3, as understood by both the Crown and the Anishinaabe Nation in Treaty #3 according to their respective laws and governance systems.

50. The honour of the Crown requires the Crown to diligently and effectively fulfil its Treaty obligations in a way that advances the purpose behind Treaty promises according to both the letter, and the spirit and intent of the Treaty.

51. This duty also extends to resolving issues and claims related to implementing the terms of the Treaty.

Post-Treaty Breach of Treaty and Duty of Diligent Implementation

52. Canada, and specifically the Minister of Indigenous Services, is responsible for implementing the terms of the Treaty in respect of the Annuity Payments, including by distributing Annuity Payments to members of the Anishinaabe Nation in Treaty #3 through Indigenous Services Canada's Indian Moneys Program.
53. Since 1873, significant levels of inflation in Canada have substantially eroded the real value and/or purchasing power of the Annuity Payments for members of the Anishinaabe Nation in Treaty #3.
54. In 1909, Chiefs of the Anishinaabe Nation in Treaty #3 sent a petition to the Crown regarding the diminishing value and/or purchasing power of the Annuity Payments being provided by the Crown. The Chiefs raised with the Crown the Crown's failure to provide the material value that was promised in Treaty 3 and asked the Crown to rectify this error and provide Annuity Payments reflecting the value and/or purchasing power that was agreed to by way of the Treaty.
55. Similar complaints were renewed in 1924 and 1947.
56. Since entering Treaty 3 in 1873, Canada knew or ought to have known that the effect of inflation would significantly decrease the value and/or purchasing power of the Annuity Payments if paid in the Nominal Annuity Amounts.
57. Despite that knowledge, Canada has at no time increased Annuity Payments to amounts that would reflect the original value and/or purchasing power in 1873. Canada still pays only \$25 to Chiefs, \$15 to Councillors, and \$5 to members of the Anishinaabe Nation in Treaty #3.
58. By refusing to adjust the Annuity Payments since 1873 to account for the changing value and/or purchasing power, Canada has unjustifiably breached the Treaty, has failed to act liberally and justly in accordance with the intention of the Treaty, has failed to diligently implement the Treaty promises as properly interpreted, and has frustrated the purpose of the Annuity Provisions.

59. Today the value and/or purchasing power of the Annuity Payments is a small fraction of what the Annuity Payments were worth in 1873 when the Treaty was entered into. The Annuity Payments no longer make a significant contribution to the welfare of members of the Anishinaabe Nation in Treaty #3, who have suffered a loss in value and/or purchasing power each year since 1873 due to Canada's inaction.

60. Canada's failure to take steps to eliminate the negative impacts on the Plaintiffs of any reduction in the value and/or purchasing power of the Annuity Payments also represents a breach of the Treaty and of the Crown's duty of diligent implementation.

61. Canada's breaches of Treaty 3 occur each year that the Annuity Payments are not adjusted to account for changes in value and/or purchasing power. The Crown's breaches of the Annuity Provisions and the corresponding past and on-going monetary losses born by the Anishinaabe Nation in Treaty #3 entitle the Plaintiffs to declaratory relief and compensation in the form of equitable compensation and damages.

E. PUNITIVE DAMAGES

62. Canada's conduct in failing to increase the Annuity Payments to account for changes in value and/or purchasing power is high-handed, malicious, arbitrary, highly reprehensible, or otherwise in bad faith. This conduct warrants the Court's condemnation in the form of an award of punitive damages.

F. LOCATION OF TRIAL

63. The Plaintiffs request that this action be tried at Kenora, Ontario.

November 18, 2025

JFK LAW LLP

Suite 1100
65 Queen Street West,
Toronto, Ontario M5H 2M5

Robert Janes, KC (LSO #33646P)

Lara Koerner-Yeo (LSO #75765B)

Bryce Lansdell (LSO #91569V)

Tel/Fax: (888) 687-8388

rjanes@jfkllaw.ca

lkoerneryeo@jfkllaw.ca

blansdell@jfkllaw.ca

Lawyers for the Plaintiffs

ANIMAKEE WA ZHING et al.
Plaintiffs

-and- **HIS MAJESTY THE KING IN RIGHT OF CANADA**
Defendant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at Kenora

STATEMENT OF CLAIM

JFK LAW LLP

Suite 1100
65 Queen Street West,
Toronto, Ontario M5H 2M5

Robert Janes, KC (LSO #333646P),
Email: rjanes@jfklaw.ca

Lara Koerner-Yeo (LSO #75765B)
Email: lkoerneryeo@jfklaw.ca

Bryce Lansdell (LSO #91569V)
Email: blansdell@jfklaw.ca

Tel/Fax: (888) 687-8388

Lawyers for the Plaintiffs

This is Exhibit **C** referred to
in the affidavit of

SHELBY MURPHY

Affirmed before me this 7th Day of
July, 2026


A Commr. & etc.



Grand Council Treaty #3

Office of the Ogichidaa

RESOLUTION OF THE GRAND COUNCIL TREATY# 3 Chiefs-in-Assembly

Support for Wabaseemoong Agricultural Lawsuit

RESOLUTION CA-XX-XX (to be inserted by Resolution committee)

WHEREAS since time immemorial, Creator entrusted the Anishinaabe to govern based on laws to live in harmony and for the benefit of all of creation; and

WHEREAS the Anishinaabe Nation in Treaty #3 signed Treaty #3 on October 3, 1873 and exercises inherent and treaty rights to jurisdiction, sovereignty, and nationhood; and

WHEREAS Wabaseemoong Independent Nations will commence an Agricultural Lawsuit (the “Lawsuit”); and

WHEREAS the Class Action alleges breaches of Treaty #3, specifically, the Crown’s failure to implement the provision for agricultural benefits and increase, index or augment the Annuity Payment promises (the “Treaty Promises”); and

WHEREAS the Grand Council Treaty #3 is not obliged to provide any financial commitment to the litigation.

THEREFORE BE IT RESOLVED that the Chiefs in Assembly endorse and support Wabaseemoong Independent Nations in the Lawsuit

Decided on [month] [date], [year] at location.

Certified a true copy

Ogichidaa [insert name]

Moved by: Chief Waylon Scott

Seconded by: [insert name]

Note: [enter abstentions/not in favour or comments]

WABASEEMONG INDEPENDENT NATIONS et al

AND

THE ATTORNEY GENERAL OF CANADA

Plaintiffs

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at
KENORA

AFFIDAVIT OF SHELBY MURPHY

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
Civil Litigation Section
50 O'Connor Street, 5th Floor
Ottawa, Ontario K1A 0H8

Per: Heather Thompson (LSO# 68921B)
Geneviève Tremblay-Tardif (LSO #73700M)
Tel: 343-553-0651
Fax: 613-954-1920
Email: Heather.Thompson@justice.gc.ca
Genevieve.Tremblay-Tardif@justice.gc.ca

Counsel for the Defendant

WABASEMONG INDEPENDENT NATIONS et al

AND

THE ATTORNEY GENERAL OF CANADA

Plaintiffs

Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at
KENORA

**RESPONDENT'S SUPPLEMENTAL
MOTION RECORD
(MOTION FOR CERTIFICATION)**

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
Civil Litigation Section
50 O'Connor Street, 5th Floor
Ottawa, Ontario K1A 0H8

Per: Heather Thompson (LSO# 68921B)
Geneviève Tremblay-Tardif (LSO #73700M)
Tel: 343-553-0651
Fax: 613-954-1920
Email: Heather.Thompson@justice.gc.ca
Genvieve.Tremblay-Tardif@justice.gc.ca

Counsel for the Defendant