SIX NATIONS OF THE GRAND RIVER

THE LONG TRAIL FOR SEEKING JUSTICE

MARCH 7, 1995 - OCTOBER 5, 2026

CASSANDRA BOMBERRY

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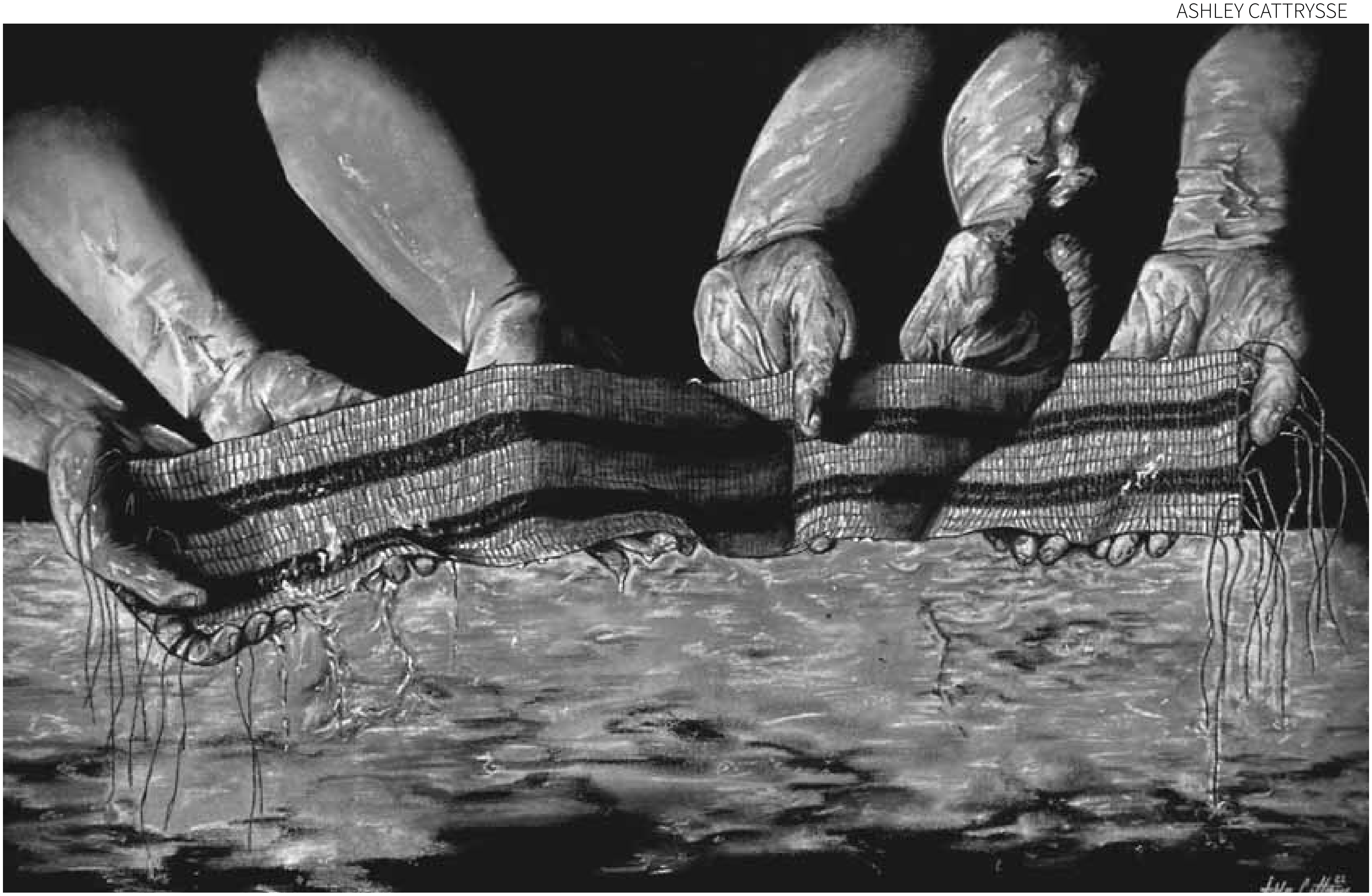


01

Introduction

Six Nations of the Grand River, located in Southwestern Ontario, has the largest population of any First Nation in Canada. Originally known as the Five Nations (Mohawk, Seneca, Cayuga, Onondaga, and Oneida), we became the Six Nations when Tuscarora joined in approximately 1722. The Neutral, Huron-Wendat, Tutelo, and Delaware were absorbed or adopted at different points, creating a Confederacy of different Nations with communities throughout Canada and the United States.

Before the American Revolution, Six Nations freely moved between what is known today as Canada and the United States. Present-day members retain border-crossing rights through the Jay Treaty of 1794. Our Reserves Nos. 40 and 40B are located on land along the Grand River that is part of the original Haldimand Treaty lands of 1784 and the greater area of the 1701 Nanfan Treaty territory.

The Six Nations of the Grand River are known as Haudenosaunee, meaning "people of the longhouse." The terms Haudenosaunee, Six Nations, Five Nations, and Six Nations of the Grand River will be used interchangeably in this booklet. Today, we are governed by an elected system known as the Six Nations of the Grand River Elected Council, which was put in place in 1924. Before 1924, only the Haudenosaunee Confederacy Chiefs Council was in operation. It still exists today.

Each of the Six Nations of the Grand River has a different language, but they have become endangered because of colonization and assimilation. Six Nations are working to preserve them as much as possible. Each Nation consists of three or more of the nine clans, which are deer, wolf, bear, turtle, eel, beaver, heron, snipe, and hawk. We are a matrilineal society that has retained many cultural practices, including longhouse ceremonies, dances, hunting, harvesting traditional medicines, and traditional arts and music. There are five longhouses and several churches of different denominations on the Reserve.

Six Nations have a membership of over 29,000. Although our population is continuously growing, our land base has remained the same since the mid-1800s. The Haldimand Treaty granted nearly a million acres to the Six Nations, "which them and their posterity are to enjoy for ever." Yet today only five percent of the original tract (approximately 46,000 acres) remains for our sole use and benefit.

This booklet outlines the injustices caused by the Crown's mismanagement of Six Nations of the Grand River lands and trust funds. The road to restitution and compensation begins October 5, 2026, when the trial to decide ongoing litigation against Canada and Ontario opens.

SHAYDE SANDY

02

The Trial

For more than 50 years, the Six Nations Lands and Resources Department (formerly the Six Nations Land Claims Research Office) has collected evidence of financial fraud, fiduciary breaches, mismanagement of Six Nations funds, and land theft committed by Crown agents. Crown agents have failed in their duty to protect Six Nations' interests in the Haldimand Treaty lands as established for the Six Nations of the Grand River People, "which them and their posterity are to enjoy for ever."

Following more than 20 years of research documenting evidence of these land frauds, mismanagement of Six Nations funds and other Crown breaches, negotiations to achieve fair and just settlements with the Crown in Right of Canada and Ontario have proved unproductive, despite Canada having admitted numerous liabilities during its Specific Claims Resolution process.

On March 7, 1995, Six Nations of the Grand River Elected Council commenced a claim (Action 406/95) against both Canada and Ontario through a Statement of Claim issued in the Ontario Superior Court, Brantford Courthouse. To reduce travel by the lawyers on all sides and benefit from access to case management, the case was moved to the Ontario Superior Court in Toronto on November 24, 2017, where the trial will be heard.

After many years in litigation, in 2023, the Ontario Government released reports to the Mississaugas of the Credit First Nation and supported their intervention in our court case. The court granted the Mississaugas of the Credit First Nation intervener status, but on a limited basis.

Details of the legal process and all current court documents can be accessed at www.sngrlitigation.com. The website is up to date with orders, endorsements, and court decisions by the numerous case management judges in this 30-plus year process. Justice Ira Parghi was appointed on February 23, 2026, to preside at trial, which is scheduled to begin in October 2026.

Evidence to be presented includes approximately 50,000 documents, 96 expert reports from Canada, Ontario, Mississaugas of the Credit First Nation and Six Nations of the Grand River, and testimony by our community members. It is anticipated the trial will take about THREE years. Arrangements are being made to broadcast the trial live for the Six Nations community.

COURT CASE DESCRIPTION

In this litigation, the Six Nations of the Grand River, as represented by the Six Nations of the Grand River Elected Council, claim that under the 1784 Haldimand Proclamation, which we consider to be a treaty, the British Crown promised to set aside nearly 1,000,000 acres of lands along both sides of the Grand River in Ontario, for the Six Nations of the Grand River and their descendants to enjoy forever. Six Nations alleges that after 1784, the British Crown, and later the governments of Canada and Ontario, failed to set aside these lands, improperly sold most of them to settlers, and mismanaged the proceeds from those sales. Six Nations is asking the court to make findings to this effect and is seeking compensation from the governments of Canada and Ontario for these historical wrongs.

Canada and Ontario both maintain that they are not at fault in their dealings with Six Nations of the Grand River, as raised in the action submitted by Six Nations. Historical facts and positions will continue to be researched and reviewed during the litigation process and presented by expert witnesses from all sides.

As mentioned earlier, Canada has already admitted to wrongs to several of the 29 Specific Claims filed by Six Nations of the Grand River while in Canada's Specific Claims Resolution process. The 29 claims filed up until 1995 are only examples of the need for an accounting by Canada and Ontario as to what happened to Six Nations lands, natural resources and assets of the Six Nations "which them and their posterity are to enjoy for ever."

As the Mississaugas of the Credit First Nation is an intervenor in the case, albeit on a limited basis, Six Nations of the Grand River must now address the Mississaugas of the Credit First Nation (formerly the Mississaugas of New Credit) allegations of exclusive rights in Southern Ontario, with which Six Nations of the Grand River disagrees. Any interests Mississaugas of the Credit First Nation might have had or claim to have had to the area surrounding and including the Haldimand Treaty lands of 1784, were surrendered, sold and quitclaimed through eight surrenders between 1781 and 1820. In addition, Mississaugas of the Credit First Nation's ancestors acknowledged they were "not the Owners of all that Land" they surrendered. Furthermore, these Mississauga surrenders and quit claims did not extinguish Six Nations of the Grand River's rights to these lands as guaranteed to Six Nations (previously Five Nations) in prior Treaties and agreements with the Crown.

Having surrendered, sold, extinguished, and quit claimed their interests in the lands they may have occupied in Southern Ontario through these eight surrenders, the Mississaugas of the Credit First Nation came to Six Nations of the Grand River to find refuge and were accommodated on 6,000 of Six Nations of the Grand River's lands.

CASSANDRA BOMBERRY

LITIGATION TIMELINE

General Overview

DECEMBER 1994
Formal Notice of Six Nations' Litigation against Federal and Provincial Government

MARCH 1995
Action commenced in Brantford

1995-1997
Initial exchange of pleadings

1996
Parties begin producing documents

1999
Discovery motion (a motion to obtain the opposing party's evidence) decided in Six Nations' favour

2000
Examination of Canada's discovery representative

1998-2002
Interlocutory motions and appeals arising from discovery disputes

2004-2009
Six Nations of the Grand River Elected Council decides to pause litigation activity while pursuing settlement negotiations (in 2006 the action was formally placed in abeyance at Canada's request and, on consent, while settlement negotiations were active)

2009
Action reactivated, Six Nations embarks on a process of preparing detailed Requests to Admit (Facts relating to specific documents being identified and facts identified in certain relevant documents)

JULY 2012 TO OCTOBER 2019
Delivery of lengthy and detailed Requests to Admit, and Responses to Requests to Admit, between the parties

MARCH 2016
Parties agree to Discovery Plan and Electronic Discovery Protocol

November 2017
Action transferred on consent to Toronto after retirement of Brantford judge that was "case managing" the action

JANUARY 2018
Justice Sanfilippo is appointed Case Management Judge

MAY 25, 2020
Action bifurcated (divided) between liability and damages and timetable set for completion of discovery and expert reports

MAY 2020 TO SEPTEMBER 2020
Parties deliver amended pleadings

OCTOBER 30, 2020
Parties delivered written questions on discovery arising from amended pleadings

MARCH 12, 2021
All parties to respond to any written questions on discovery

APRIL 30, 2021
All parties may serve any written questions on discovery that follow up on answers provided to previous written questions on discovery

JUNE 30, 2021
All parties shall answer any written questions on discovery that follow up on answers provided to previous written questions on discovery and all parties to complete a Joint Electronic Database of documentary production

APRIL, MAY AND JUNE 2022
Plaintiff's delivery of expert reports submitted

AUGUST 2022
Haudenosaunee Development Institute filed a motion to intervene in current litigation

OCTOBER 14, 2022
Justice J. T. Akbarali is appointed Case Management Judge

October 2022
Mississauga of the Credit First Nation filed a motion to intervene in current litigation

FEBRUARY 3, 2023
Motion by Six Nations to further amend the Statement of Claim

MAY 2023
Hearings in Toronto on motions to intervene by Haudenosaunee Development Institute, Men's Fire and Mississauga of the Credit First Nation

APRIL 30 AND JUNE 30, 2023
Defendant's delivery of expert reports

JUNE 14, 2023
Motion to Intervene granted to Mississauga of the Credit First Nation with specific conditions; Motion to Intervene was denied by the Haudenosaunee Development Institute

AUGUST 1, 2023
Further Amendments to Six Nations's Statement of Claim was granted

AUGUST 2, 2023
Haudenosaunee Development Institute to pay costs to Six Nations in the amount of $465,000

SEPTEMBER 15, 2023
Amended Statement of Defence to be completed by Canada and Ontario

SEPTEMBER 29, 2023
Mississauga of the Credit First Nation (intervener) to deliver its Statement of Defence

NOVEMBER 30, 2023
Parties shall complete the delivery of Supplementary Productions

MARCH 30, 2024
Expert Evidence to be delivered by Canada and Ontario; and Plaintiff to deliver any reply to expert reports to defendant's expert reports

MAY 1, 2024
Mississauga of the Credit First Nation (intervener) to deliver Expert Evidence

JULY 30, 2024
Plaintiff to deliver any reply to expert reports to defendants' expert reports

AUGUST 19-30, 2024
First Expert Witness of Canada testifies before Trial due to age and illness. An agreement on costs and format has been reached by all parties

SEPTEMBER 16-27, 2024
Second Expert Witness of Canada testifies before Trial due to age and illness. An agreement on costs and format has been reached by all parties

SEPTEMBER 30, 2024
Canada and Ontario to deliver remaining reports

DECEMBER 2, 2024
Plaintiff and Canada to deliver reply to expert reports on Ontario Surveyor report

DECEMBER 13, 2024
First day of the pre-trial conference with all Parties. Justice Firestone will be the Pre-trial Judge

JANUARY 9, 2025
Justice R. Centa replaces Justice J. T. Akbarali as the Case Management Judge

JANUARY 31, 2025
Pretrial conference held by Justice Firestone

JANUARY 31, 2025
Parties finalize agreement as to documents

FEBRUARY 3-14, 2025
Third Expert Witness of Canada testifies before Trial due to age and illness. An agreement on costs and format has been reached by all parties

MARCH 17, 2025
All parties exchange lists of historical documents referenced in respective expert reports for potential inclusion in the Joint Book of Documents

MAY 16, 2025
All parties identify documents they do not agree to be included in the Joint Book of Documents

MAY 30, 2025
Defendants delivers any proposed list of historical documents referenced in their expert reports for potential inclusion in the Joint Book of Documents

AUGUST 15, 2025
Plaintiffs delivers any proposed list of historical documents referenced in their expert reports for potential inclusion in the Joint Book of Documents

SEPTEMBER 1, 2025
Expert Reports for all parties concluded

SEPTEMBER 15, 2025
All parties deliver list of additional documents to include in the Joint Book of Documents

SEPTEMBER 19, 2025
Ontario delivers combined list of documents for potential inclusion in the Joint Book of Documents

SEPTEMBER 22, 2025
Case management conference held by Justice P. Centa

OCTOBER 31, 2025
Plaintiff advises whether it believes lists of issues has been finalized

NOVEMBER 7, 2025
Defendants and Intervenor advise whether it believes lists of issues has been finalized

NOVEMBER 28, 2025
Ontario delivers final list of documents for inclusion in the Joint Book of Documents

DECEMBER 16, 2025
Case management conference held by Justice P. Centa to discuss remaining differences in issue list

FEBRUARY 10, 2026
Final case conference with Justice P. Centa

FEBRUARY 23, 2026
Justice Ira Parghi appointed Trial Judge

APRIL 30, 2026
First trial management conference with Justice I. Parghi

PROPOSED DATES:

2026
As the trial was bifurcated (divided) on May 25, 2020, the trial for liability will be set to begin on October 5, 2026, and the trial on damages will occur later

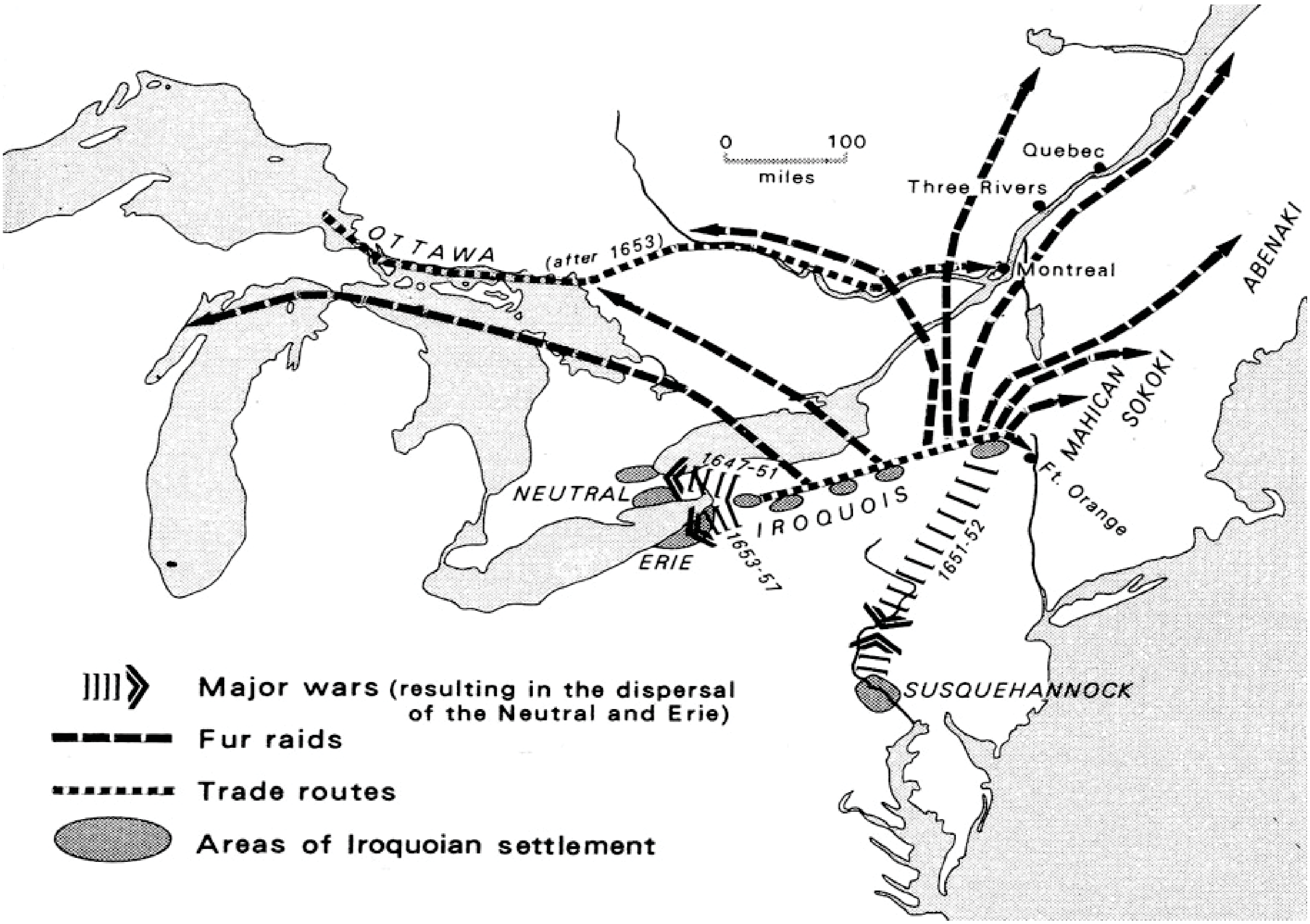
03

Aboriginal Lands of the Neutral, Huron/Wendat

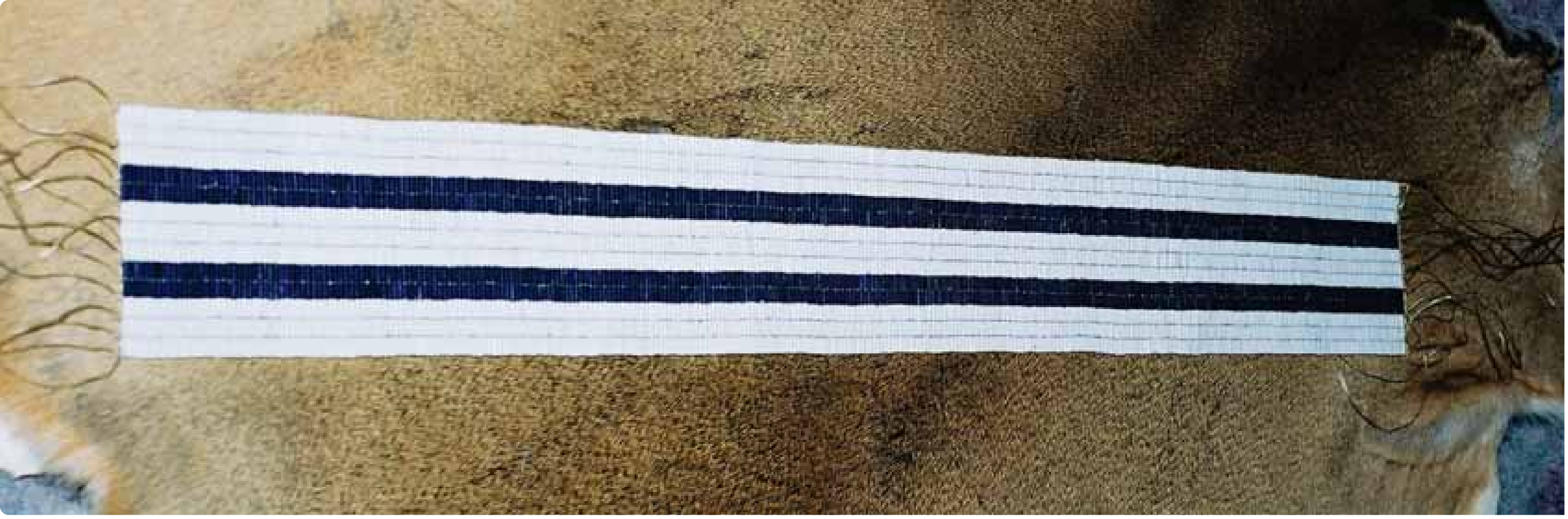
Southern Ontario was the Aboriginal Lands of the Iroquoian Speaking Neutral and Huron/Wendat Nations. The Neutral Nation consisted of a Confederacy similar to the Five Nations.

During the early 17th century, the Neutrals were at peace and traded with the Five Nations, mainly the Senecas. However, European disease and drought-related crop failures during the 1630s and 1640s decimated their numbers and weakened the Neutral Confederacy's strength.

The weakened Neutral Confederacy fell to the Haudenosaunee between 1650 and 1652 in a series of battles over the fur trade that had already dispersed the Huron/Wendat, beginning in 1647 at Tionontate, and then in 1649 around the west end of Lake Ontario. The Neutral Confederacy became decimated as a political entity. Some of the Neutrals had dispersed elsewhere but many were captured and adopted into the Five Nations, namely the Senecas. Some members of the Huron/Wendat Nation were likewise captured and adopted into the Five Nations or retreated to the north where they reside today.


0 100
miles
Quebec
Three Rivers
Montreal
OTTAWA
(after 1653)
ABENAKI
MAHICAN
SOKOKI
Ft. Orange
1647-51
NEUTRAL
IROQUOIS
1651-52
1653-57
ERIE
SUSQUEHANNOCK
Major wars (resulting in the dispersal of the Neutral and Erie)
Fur raids
Trade routes
Areas of Iroquoian settlement


TUSCARORA
SENECA
CAYUGA
ONONDAGA
ONEIDA
MOHAWK



04

Six Nations Treaties

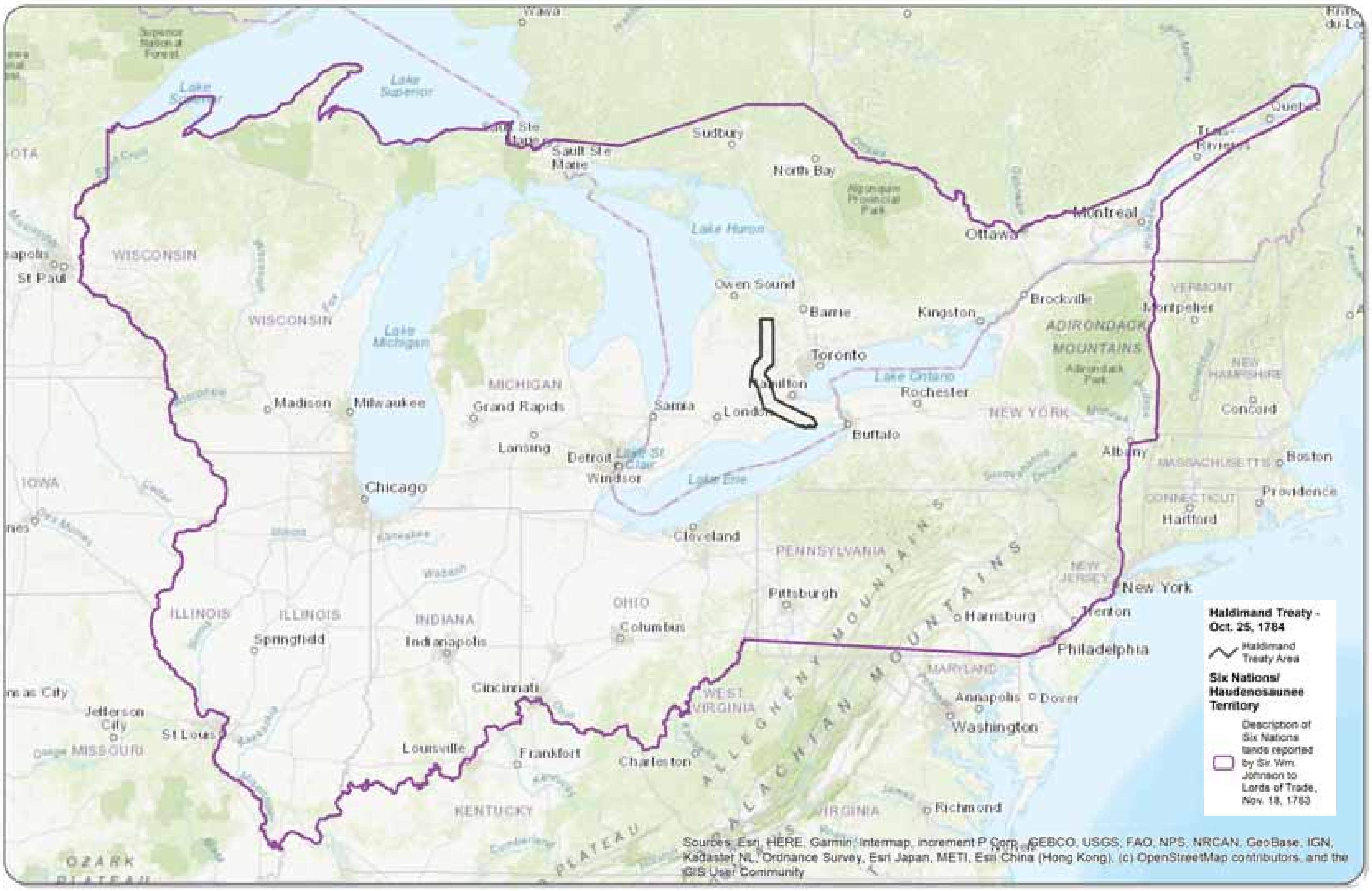
Six Nations (formerly Five Nations) have a unique relationship with Great Britain, Canada, and Ontario, that is based on the Two Row Wampum and other agreements.

The first relationship the Five Nations had with the Dutch newcomers was referenced as the "first treaty of friendship and brotherhood" and "joined them together with chains" later symbolically referenced as the Covenant Chain. It can be traced back to a 1613 agreement between a Dutch trader at Tawagonshi and the Mohawks. With the English conquest of New Netherland in September 1664, the Five Nations affirmed these same relations with the King of England, formalizing their governance and coexistence through the Kaswenta (Two Row Wampum) Treaty of 1664, based on principles of "Peace, Friendship and Respect."

"You say that you are our Father and I am your son. We say, we will not be like Father and Son, but like Brothers. This wampum belt confirms our words. These two rows will symbolize two paths or two vessels, traveling down the same river together. One, a birch bark canoe, will be for the Haudenosaunee peoples, their laws, their customs, and their ways. The other, a ship, will be for your people and their laws, their customs, and their ways. We shall each travel the river together, side by side, but in our boat. Neither of us will make laws or interfere in the affairs of the other. Neither of us will try to steer the other's vessel."

Artist Name

Six Nations/Haudenosaunee Treaty Interests



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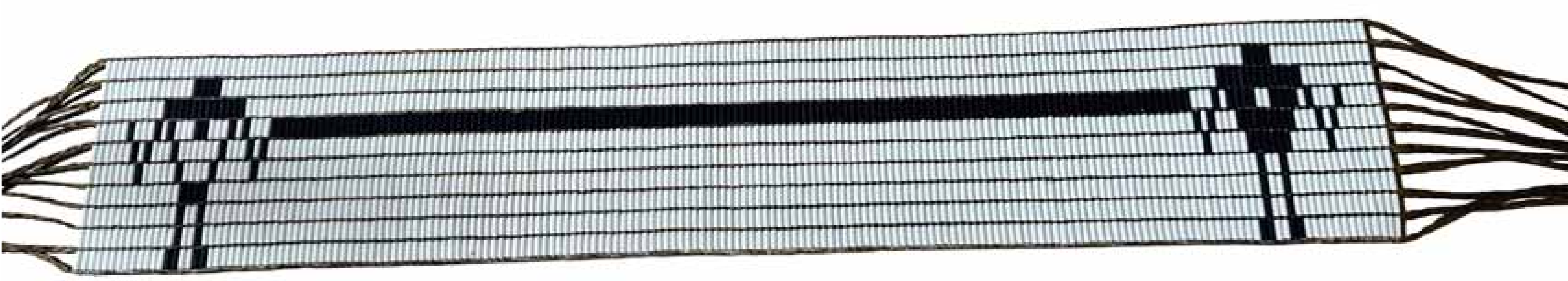
THE SILVER COVENANT CHAIN

The Silver Covenant Chain depicts the treaty-based alliance between the Five Nations Confederacy (Six Nations when the Tuscarora joined in 1722) and the English Crown. The Chain symbolizes the parties' pledge to coexist in peace without interfering in one another's affairs. As allies, they also committed to defending and aiding each other when one or the other was threatened. Throughout the centuries, the Five Nations, and later, Six Nations, have reiterated our commitment to the Covenant Chain relationship, and we recognize the need to repolish and affirm this relationship today between Canada and the Six Nations Peoples.

"The Chain made us the Envy of the French and if all had held it as fast as Cayenquirago it would have been a Terror also. If we would all heartly Join and take the Hatchet, our common enemy would soon be destroyed and we should for ever after live in Peace and Ease. Do your parts, and Thunder itself cannot break our Chain."

"Steadfastness to this Government So we do Assure you that we Always Study to Continue So and Shall Perpetually do the utmost in our Power for defence of this Government against the French or any other Enemys that may Threaten it."

"When the Christians first came to this Country our Ancestors fastened the ship that brought them behind a Great Mountain with a Chain in order to secure the same which mountain lyes behind the Sinnekes Country, so that the one end of the Chain, being fastened there and the other end at the Ship, if any body would steal away and molest this ship the chain will jingle and make noise and so alarm all the 5 Nations who are bound to defend this ship and this is the foundation and original of the Covenant Chain among the 5 Nations, which our ancestors made, which was to preserve this ship from any harm. Gave a Belt of Wampum."

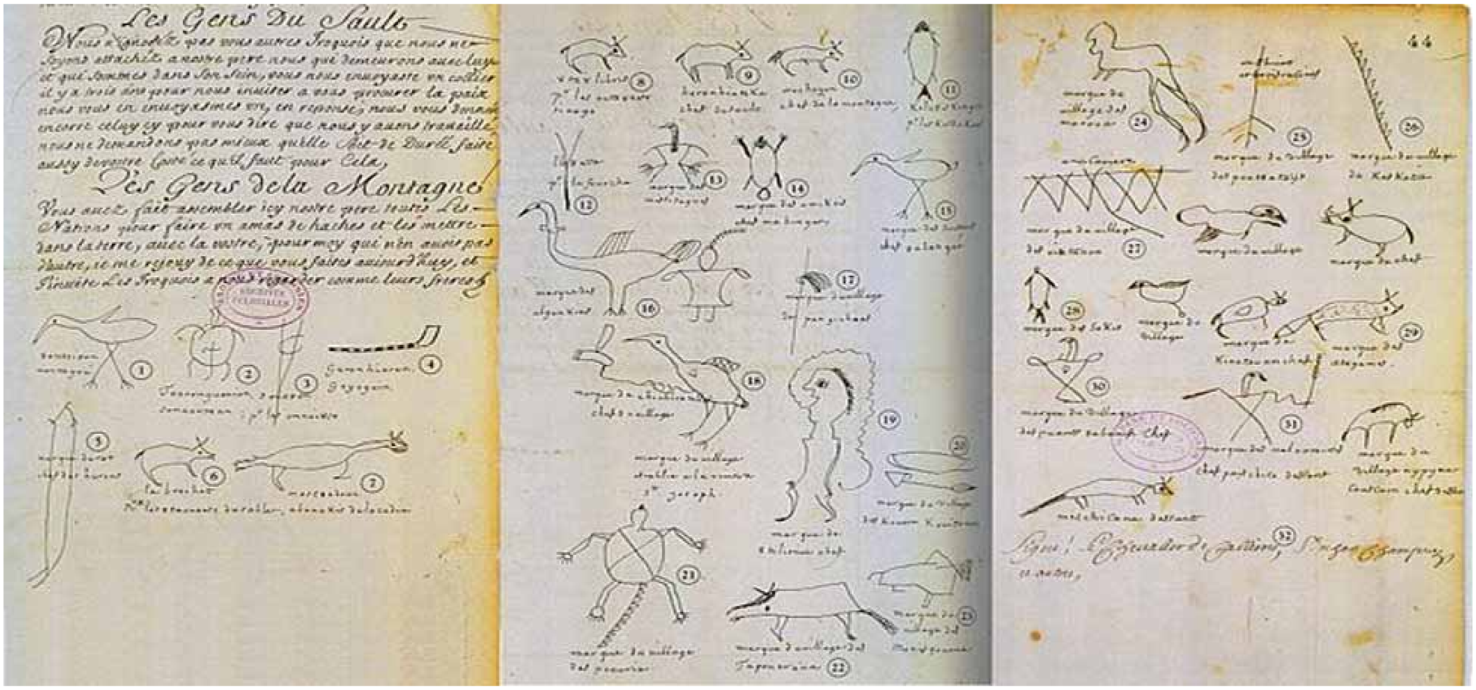


DISH (BOWL) WITH ONE SPOON TREATY

In February 1689, the Senecas reported to the rest of the Five Nations that they had “entered into a Treaty of Peace and Alliance” with the Wagenhaer Nation of Indians (Ojibwes) on behalf of themselves and the other four Haudenosaunee Nations. Representatives of the Wagenhaers promised to use their best endeavours to bring the Jenendadees (Wendates of Tionnontate’) and Ottowawaes (Odawas) into the alliance. Later, in 1694, Sadekawahtie, Sachem of the Onondagas, reported to New York colonial officials that they had concluded Peace with other Indian Nations. Following the June 1700 negotiations at Onondaga, the Five Nations held treaty negotiations in Montreal with representatives from 19 different Nations and presented the wampum belt depicting a kettle, which symbolized their agreement to share the hunting grounds in peace.

> “Now we have completed the matter, we will have one dish, which means that we will all have equal shares of the game roaming about in the hunting grounds and fields, and then everything will become peaceful among all of the people; and there will be no knife near our dish, which means that if a knife were there, someone might presently get cut, causing bloodshed, and this is troublesome, should it happen thus, and for this reason there should be no knife near our dish.”

THE 1701 GREAT PEACE AGREEMENT AT MONTREAL



On August 4, 1701, the Great Peace Treaty was signed in Montreal. This major historical treaty replicated and put in writing the “Dish with One Spoon Treaty” and ended the “Beaver Wars.” During the Beaver Wars the Iroquois, allies of the English; the French and their allied Indian people had fought for several decades over control of the fur trade. Some 40 Indian Nations attended and signed this agreement.

THE 1701 FORT ALBANY/NANFAN TREATY

Although peace had been achieved between the Haudenosaunee and allied Indian Nations, the Five Nations continued to see the French as a threat to their lands and hunting grounds. The Five Nations enlisted their English allies in the Covenant Chain and agreed to place some of their hunting grounds 400 miles by 800 miles under the protection of the British from invasion by the French. This agreement allowed the King of England to place his “castles” (forts) within Five Nations’ territory. For their part, the Five Nations pledged not to “Suffer a Frenchmen” to erect a trading post on their land.

The Five Nations feared the English King’s new representatives might not know what had been written down or that the book containing the Great Peace Treaty might be destroyed, so they petitioned the King to reaffirm England’s 1701 commitment.

On September 14, 1726, three of the Five Nations (Senecas, Cayugas, and Onondagas) signed an agreement like the 1701 Fort Albany/Nanfan Treaty, reminding the King’s representatives of their commitments to protect the Five Nations’ Beaver Hunting Grounds.

This is relevant today because in the case of R. v. Ireland (1990), the court found that the Treaty of 1701, to which the Oneidas were a party, guaranteed them "free and undisturbed hunting rights over the ceded territory forever."

THE TREATY OF UTRECHT


TRACTATUS
PACIS & AMICITIÆ
INTER
Serenissimam ac Potentissimam Principem ANNAM, Dei Gratiâ, Magnæ Britanniæ, Franciæ, & Hiberniæ, Reginam, Fidei Defensorem, &c. & Serenissimum ac Potentissimum Principem PHILIPPUM V. Dei Gratiâ, Hispaniarum Regem Catholicum, Conclusus Trajecti ad Rhenum die 2/13 Mensis Julii, Anno 1713.

TREATY
OF
PEACE and FRIENDSHIP
BETWEEN
The most Serene and most Potent Princess ANNE, by the Grace of God, Queen of Great Britain, France, and Ireland, Defender of the Faith, &c. and the most Serene and most Potent Prince PHILIP the Vth, the Catholick King of Spain, Concluded at Utrecht the 2/13 Day of July, 1713.

By Her Majesties Special Command.

LONDON,
Printed by John Baskett, Printer to the Queens most Excellent Majesty, And by the Assigns of Thomas Newcomb, and Henry Hills, deceas'd. 1714.

This International Treaty for Peace was signed between Great Britain, France and Spain. Article 15 mentions the Five Nations, specifically that they would not be molested between the areas of Ontario, Erie, and Huron, and that the natives would be free to promote trade with the British and French without hindrance.

With pressure from the Five Nations and the English, the French forts at Niagara, Detroit, and Frontenac were abandoned. The French were informed by New York Governor William Burnet that their hostility towards the Five Nations constituted a violation of Article 15 of the 1713 Treaty of Utrecht.

THE ROYAL PROCLAMATION OF 1763

The Seven Years War and the 1763 Treaty of Paris left those Indian Nations who had sided with the now defeated French without support. Efforts by General Jeffrey Amherst to fill the lands formerly under French control with settlers met major resistance from these Indian Nations, an uprising known as "Pontiac's Rebellion." The Five Nations, who had supported the British Crown throughout the Seven Years War and played a major role in defeating the French, fought the intrusion by settlers from the east upon their lands as well, and objected to the British military footprint at Fort Niagara, established without Six Nations consent. The combined Indian Nations succeeded in pushing back unwanted frontier settlement by 200 miles as colonists fled east, leaving British forts and their supply chain vulnerable to attack.

Sir William Johnson, British Army Officer, advised his superiors, "The Indians all know, we cannot be a match for them in the midst of an extensive, woody Country." So, the Crown reserved the lands west of the Appalachian Mountains (the Proclamation Line), including the Ohio Valley and Great Lakes watershed, as "Indian" domain. The Crown barred colonial governors from granting any lands beyond the mountains and banned settlement within the reserved lands. Colonists were instructed "forthwith to remove themselves from such Settlements."

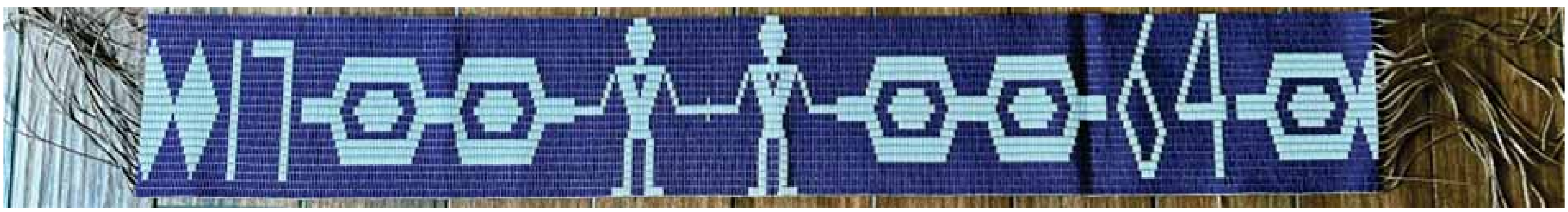
British subjects were also forbidden to purchase lands that had been reserved for the Indians. Indian lands could only be purchased in the King's name at a public meeting. This prohibition against private land purchases in areas open to colonization sought to put an end to the "great Frauds and Abuses" that had been "committed in purchasing Lands of the Indians . . . to the great Dissatisfaction of the said Indians."

Sir William Johnson reported to the Board of Lords in November 1763 that the lands of the Six Nations had been obtained by conquest and that Six Nations were the "Original proprietors" (see section 6: Mississauga Surrenders).

THE 1764 TREATY OF NIAGARA

The Treaty of Niagara was negotiated between July 9 and August 4, 1764, with 24 Indian Nations, including the Six Nations. During the negotiations, the Royal Proclamation of 1763 was introduced to the attending Indian Nations. The Treaty was to ensure “Free and Fair” trade for all the Indian Nations. It also sought to bring peace and secure their “Covenant Chain” alliance with the British Crown while recognizing their status as Sovereign Indian Nations. The Treaty also confirmed that no settlements or encroachments would be allowed upon Indian lands without their permission, as set out in the Royal Proclamation of 1763.

Unfortunately, this Treaty did not address the encroachment that had already been made on Indian lands west of the Proclamation Line, which has been of ongoing concern to the Six Nations.



The Fort Stanwix Treaty was negotiated from October 24 to November 6, 1768, to address the unchecked encroachment of settlers into Six Nations lands in the Ohio Valley as prohibited by the 1763 Royal Proclamation, and to set out appropriate redress of their grievances related to the fur trade. In consideration of compensation valued at ten thousand (£10,000) pounds currency, the Six Nations leaders conceded to a new boundary that fragmented their homelands in the Ohio Valley. This concession was made with the understanding that the “the roads and Waters may be free, and open to us all to go to the Southward, or to our friends from thence with whom we are now at peace, to visit us.” The Six Nations were also clear that this concession was on condition that “no further attempts will be made on our Lands.”

05

Six Nations and the American Revolution

https://en.wikipedia.org/wiki/Joseph_Brant

In April 1775, war broke out between British troops and colonial minutemen in Massachusetts. Initially, the Six Nations stayed neutral as they felt this was an internal fight between the British Crown and their subjects. Around 1777, the Onondagas, Cayugas, and Senecas joined the Mohawks as British allies for the duration of the Revolutionary War. This alliance caused the Six Nations Confederacy's collapse because most of the Oneidas and Tuscaroras sided with the American rebels.

In 1779, Sir Frederick Haldimand, Governor of Quebec, praised Six Nations as the most valuable of Britain's Indian allies:

"Their conduct from the moment they declared for government (Great Britain) has been spirited and uniformly good . . .Their attachment has alone hitherto preserved the upper country and the devastations they have made upon the Susquehanna and Mohawk Rivers have distressed the enemy prodigiously."

Following the British defeat in 1781 at Yorktown Virginia, the British Crown surrendered and entered peace negotiations with the American rebels. British actions constituted a betrayal of Six Nations because the resulting agreement put their homelands on the (now) American side of the new international boundary.

"...the [Six Nations] Indians from the surmises they have heard of the Boundaries, look upon our conduct to them as treacherous and cruel: they told me they never could believe that our King could pretend to cede to America what was not his own to give . . . That they were the faithful Allies of the King of England, but not his subjects."

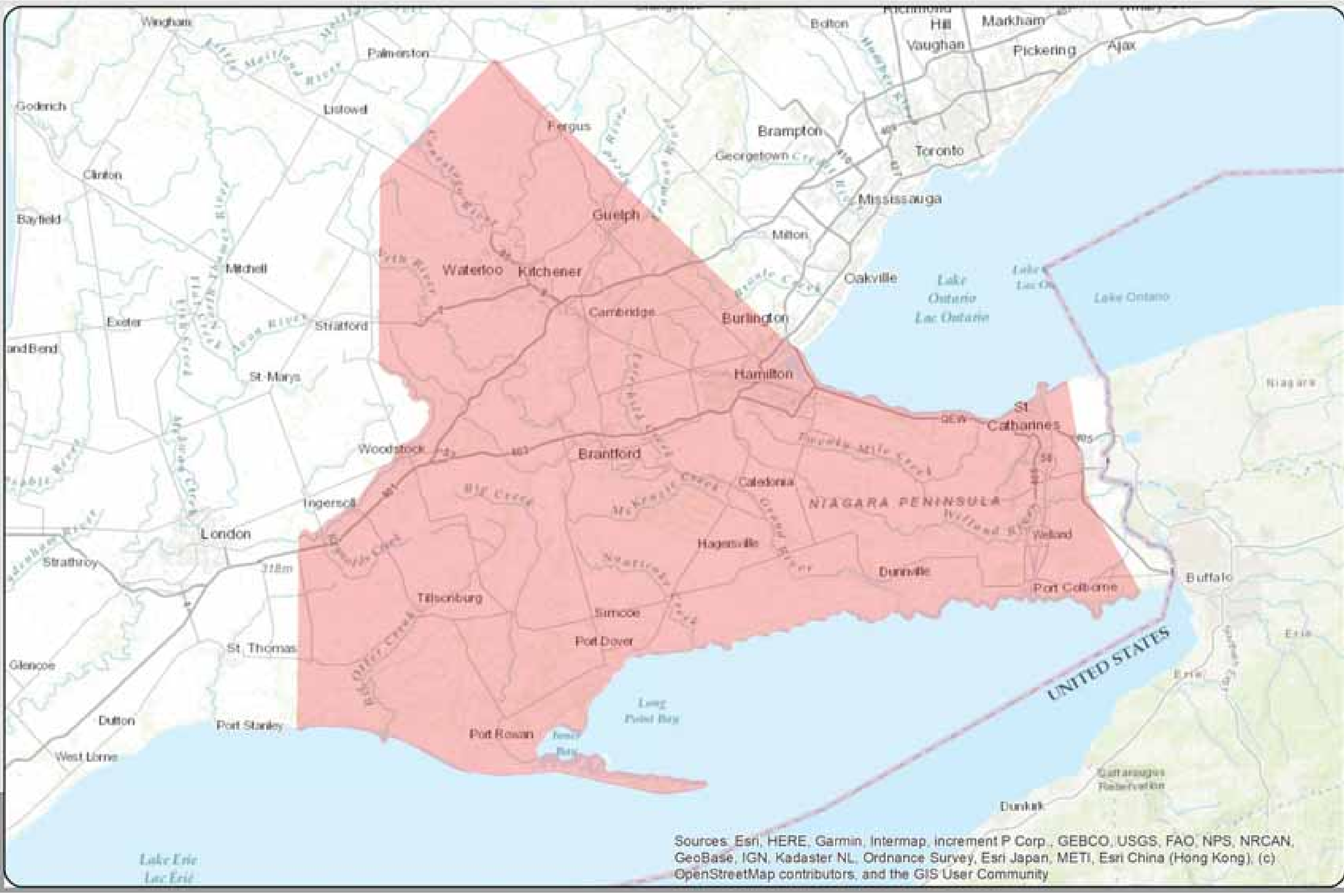
British officials assured Six Nations that the boundary line agreed on between His Majesty and the United States was not intended to deprive Six Nations of their right to the soil as agreed to in the Fort Stanwix Treaty of 1768.

The newly formed United States Congress authorized General Philip Schuyler to invite the Six Nations to return to their homelands and abandon the British. The invitation put pressure on the British to correct their betrayal to the Six Nations. The British dreaded losing their Covenant Chain allies to the United States.

Recovering from their defeat in the American Revolutionary War and hoping to maintain the strength of the Six Nations, Sir Frederick Haldimand, Governor of Quebec, was instructed to secure a large tract of land for the Six Nations within their original territory, "which them and their posterity were to enjoy for ever." These are the Haldimand Treaty lands.

06

Mississauga Surrenders, Sales and Quit Claims to Southern Ontario



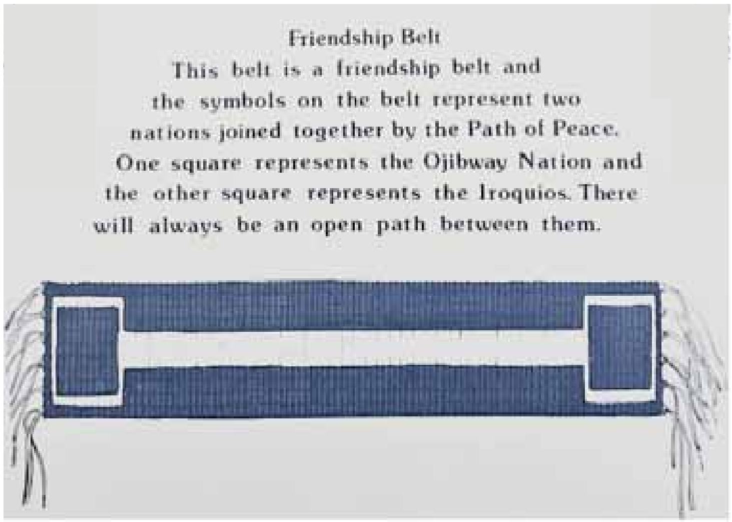
On May 22, 1784, the Mississaugas (including the Mississaugas of the Credit First Nation) surrendered, were paid for and quitclaimed any and all interests they might have had in the Haldimand Treaty lands.

"We the Mississaugas are not the Owners of all the Land laying between the three Lakes, but we have agreed and are willing to transfer our right of Soil & property to the King our Father, for the use of His people, and to our Brethren the Six Nations … We are Indians, and consider ourselves and the Six Nations …we are Indians, and consider ourselves and the Six Nations to be one and the same people, and agreeable to a former and mutual agreement, we are bound to help each other."

"…. the above mentioned Sachems, War Chiefs, and Principle Women for and in consideration of eleven hundred and eighty pounds seven shillings and four pence lawful money of Great Britain to them the said Wabakanyne the Sachems War Chiefs and Principle Women, in hand well and truly paid ….said Wabakanyne, the Sachems, War Chiefs, and Principle Women doth hereby acknowledge, and thereof and therefrom, and from every part or parcel thereof, doth acquit, release, exhonorate, and forever discharge His Britannic Majesty, His Heirs and Successors, and every of them by these presents, hath granted, bargained, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto His Britannic Majesty, and to His Heirs and Successors, all that tract or parcel of land laying and being between the Lakes Ontario and Erie, beginning …"

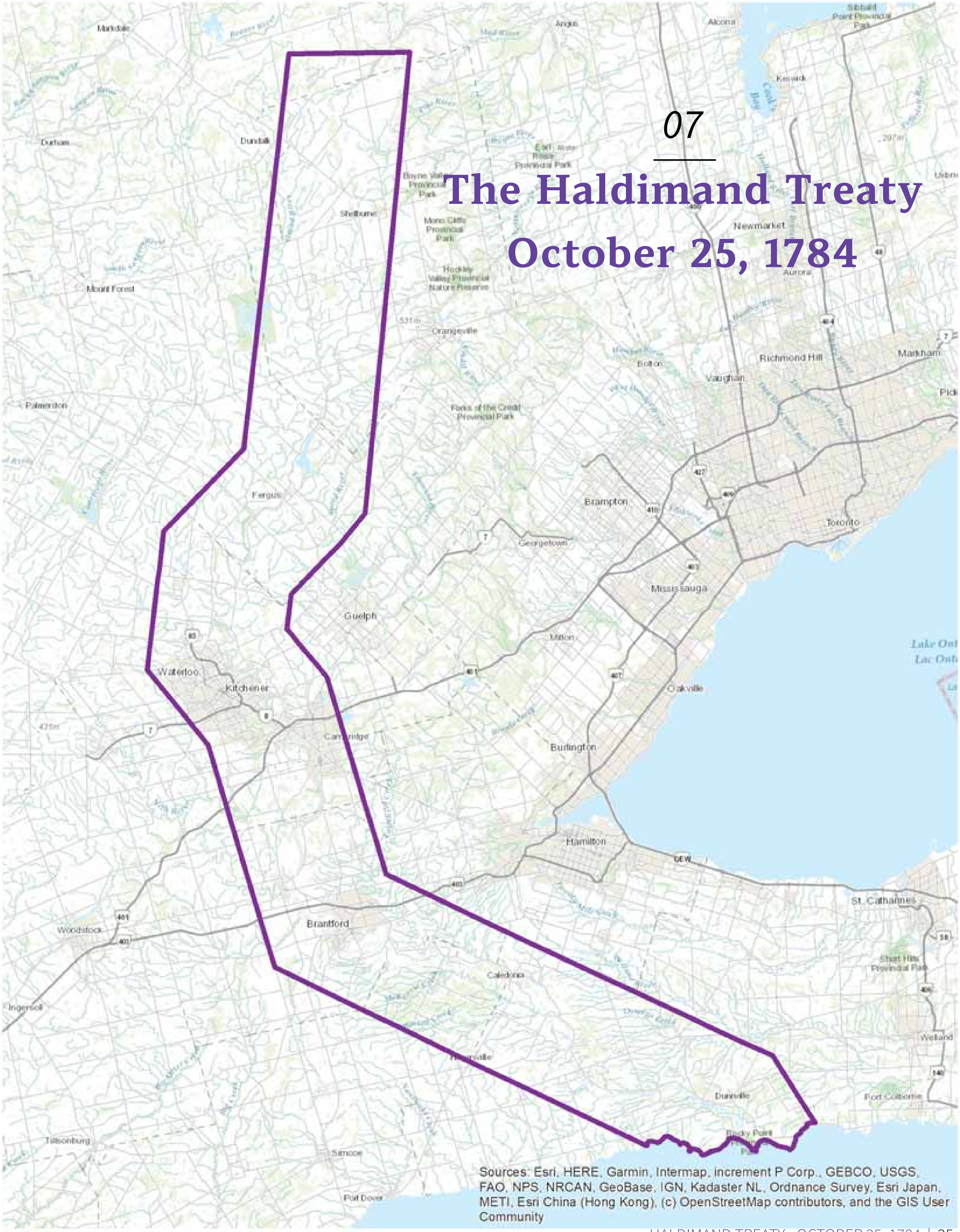
On December 7, 1792, the Mississaugas reaffirmed the May 22, 1784, surrender and quitclaim in another document, in this way extinguishing any purported title to that portion of southern Ontario.

The Haldimand Treaty was to fulfil the Crown's treaty promise to set aside, or reserve, a tract of land for the exclusive use, occupation and benefit of the Five Nations (now Six Nations), "which them and their posterity are to enjoy for ever." Furthermore, the Haldimand Treaty lands fall within lands already covered by many of the Haudenosaunee and Crown Treaties referred to in Section 4. The Mississauga Surrenders were not necessary to secure the Haldimand Treaty lands for Six Nations, because those lands had already been set aside for Six Nations. The surrenders did allow white settlers to legally purchase Mississaugas' lands outside of the Haldimand Treaty lands.



07

The Haldimand Treaty October 25, 1784

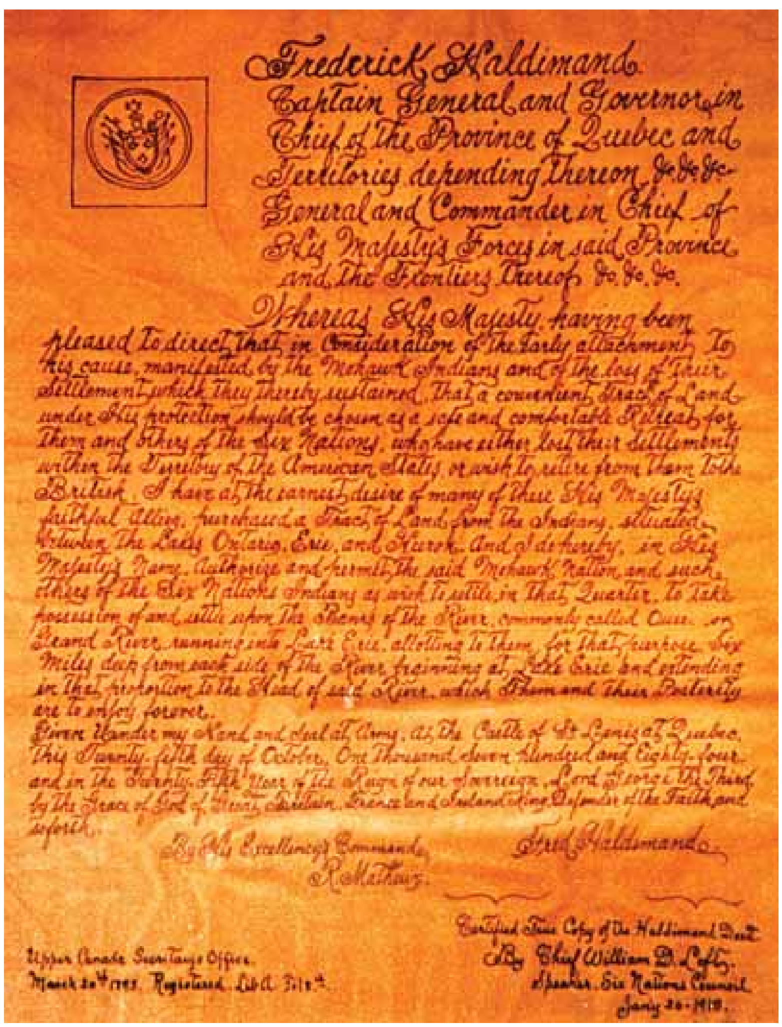


Following the American Revolution, with Britain's loss of Six Nations' homelands, the British government sought to restore the Covenant Chain relationship with Six Nations. They had betrayed their Six Nations allies by signing the 1783 Treaty of Paris and running an international border across Six Nations' lands without any offer of restitution.

As recompense and to regain Six Nations' trust, Sir Frederick Haldimand, Governor of Quebec, promised to secure for the Six Nations a tract of land that had already been placed under the King's protection and set aside in numerous treaties for the use and benefit of the Six Nations.

The Haldimand Treaty of October 25, 1784, promised and secured the lands to:

> "… the Mohawk Nation and such others of the Five Nations Indians as wish to settle in that quarter to take possession of and settle upon the Banks of the River commonly called Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six Miles deep from each side of the river beginning at lake Erie and extending in that portion to the head of the said river, which them and Their posterity are to enjoy forever."



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

Whereas His Majesty having been pleased to direct that in Consideration of the early attachment to his cause, manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained, that a convenient Tract of Land under His protection should be chosen as a safe and comfortable Retreat for them and others of the Six Nations, who have either lost their settlements within the Territory of the American States, or wish to retire from them to the British. I have at the earnest desire of many of these His Majesty's faithful Allies, purchased a Tract of Land from the Indians, situated between the Lakes Ontario, Erie, and Huron. And I do hereby, in His Majesty's Name, authorize and permit the said Mohawk Nation and such others of the Six Nations Indians as wish to settle in that Quarter, to take possession of and settle upon the Banks of the River, commonly called Ouse or Grand River, running into Lake Erie, allotting to them, for that purpose Six Miles deep from each side of the River beginning at Lake Erie and extending in that proportion to the Head of said River, which them and their Posterity are to enjoy forever.

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

By His Excellency's Command
R. Mathews

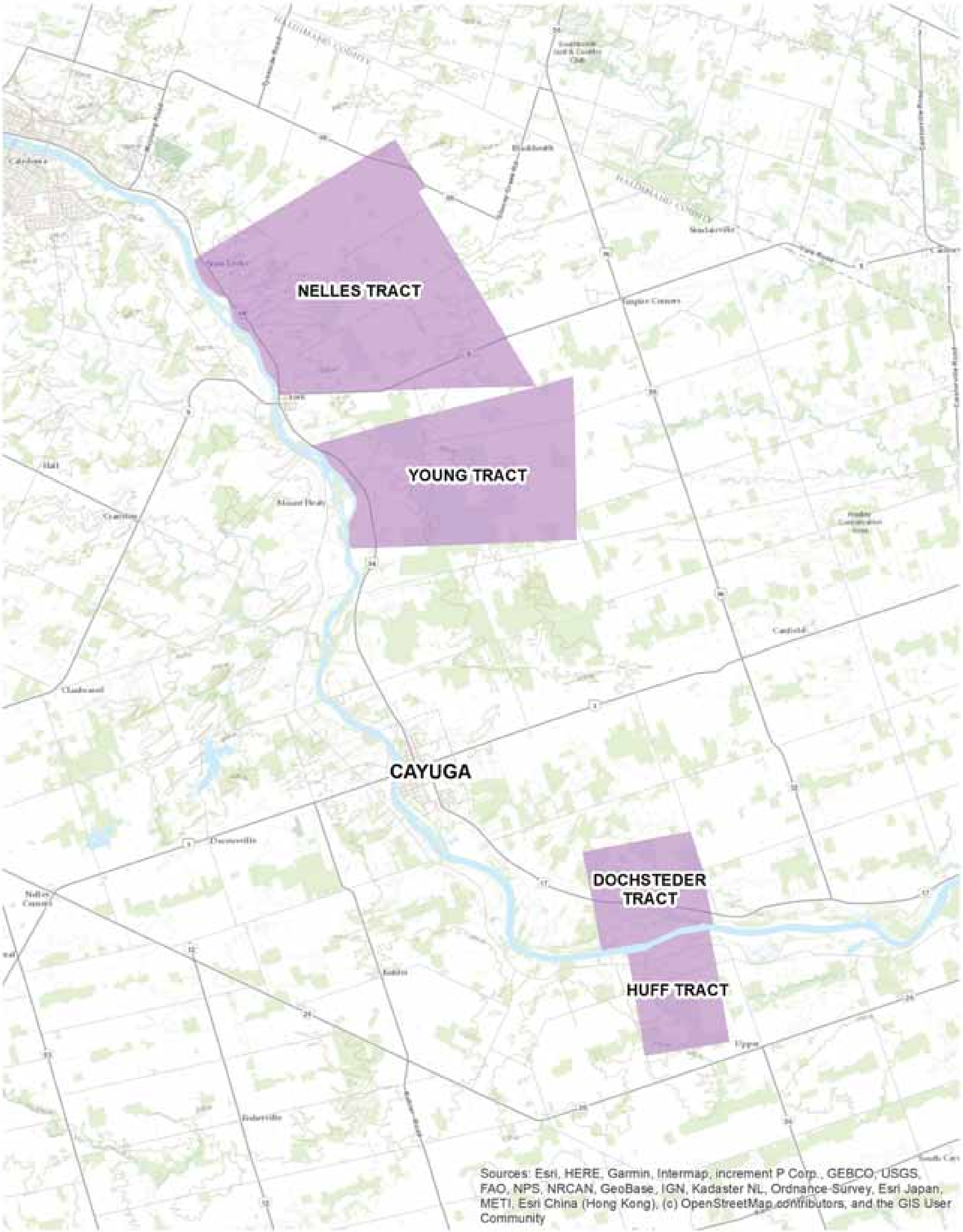
Fred. Haldimand

Certified True Copy of the Haldimand Deed
By Chief William D. Loft
Speaker, Six Nations Council
Jany 20-1918.

Upper Canada Secretary's Office
March 20th 17[illegible]. Registered Lib A. Fol. [illegible]

08

Life Leases



Soon after the Haldimand Treaty was issued in 1784, some of the Empire Loyalists who married into Six Nations families, settled on the Haldimand Treaty lands.

To regulate possession of these lands, on February 26, 1787, Six Nations agreed to the following:

> "Hendrick Nelles, Robert Nelles, Warner Nelles, Adam Young, John Young, Daniel Young, Hendrick Young, John Dochsteder, Hendrick Huff, John Huff, shall hold a farm each, according to the boundaries, which now mark their possessions, along the banks of the said River, which they are by no means to exceed either up or down the stream, and consisting of the same breadth, the said farms are to extend in length three miles back from the said Rivers bank . . . and never to be transfered to any other whomsoever."

Today, these lands have been sold to third parties without a surrender from the Six Nations. This is contrary to the intent of the agreement with the families mentioned. The Crown allowed these lands to be transferred or sold and have not shown that complete and just compensation was received to benefit the Six Nations of the Grand River People.

09

Lieutenant-Governor John Graves Simcoe

https://en.wikipedia.org/wiki/John_Graves_Simcoe

The Constitutional Act of 1791, passed by Great Britain, created the colonial governments of Upper Canada and Lower Canada. John Graves Simcoe was the first Lieutenant Governor of Upper Canada, and he appointed a five-member Executive Council.

The members of the Executive Council of Upper Canada were men who belonged to what became known as the Family Compact. They were United Empire Loyalists or the children of United Empire Loyalists. They included John H. Dunn, George H. Markland, William Claus, James Baby, John B. Robinson, William Robinson, Samuel P. Jarvis, Thomas Douglas (Earl of Selkirk), and William Hepburn. Some members of the Family Compact became trustees of the Six Nations Trust Funds during the 1830s and 1840s and benefitted personally from the allocation of Six Nations' land and monies.

Lieutenant-Governor Simcoe acknowledged, when he arrived in Upper Canada in 1792, that he did not know the Haldimand Treaty lands allotted to the Six Nations, extended as far as the Grand River's source. His goal was to reduce the influence of Joseph Brant and the Six Nations among British officials and the Indian Nations to the west.

Simcoe purposely delayed the issuance of a deed to the remaining lands promised to Six Nations (that is, to the Grand River's source). In 1793, through a deed know as the Simcoe Patent, he tried to limit the acreage of the Haldimand Treaty lands, and to restrict them to the regional District of Nassau, as surveyed by Augustus Jones. This limitation, together with Simcoe's refusal to allow Six Nations to lease their lands to whom they chose, was soundly rejected by the Six Nations.

Meanwhile, Lieutenant-Governor Simcoe implemented his own vision for Upper Canada by inducing land settlement that surrounded and isolated Six Nations within the Haldimand Treaty lands with settlers.

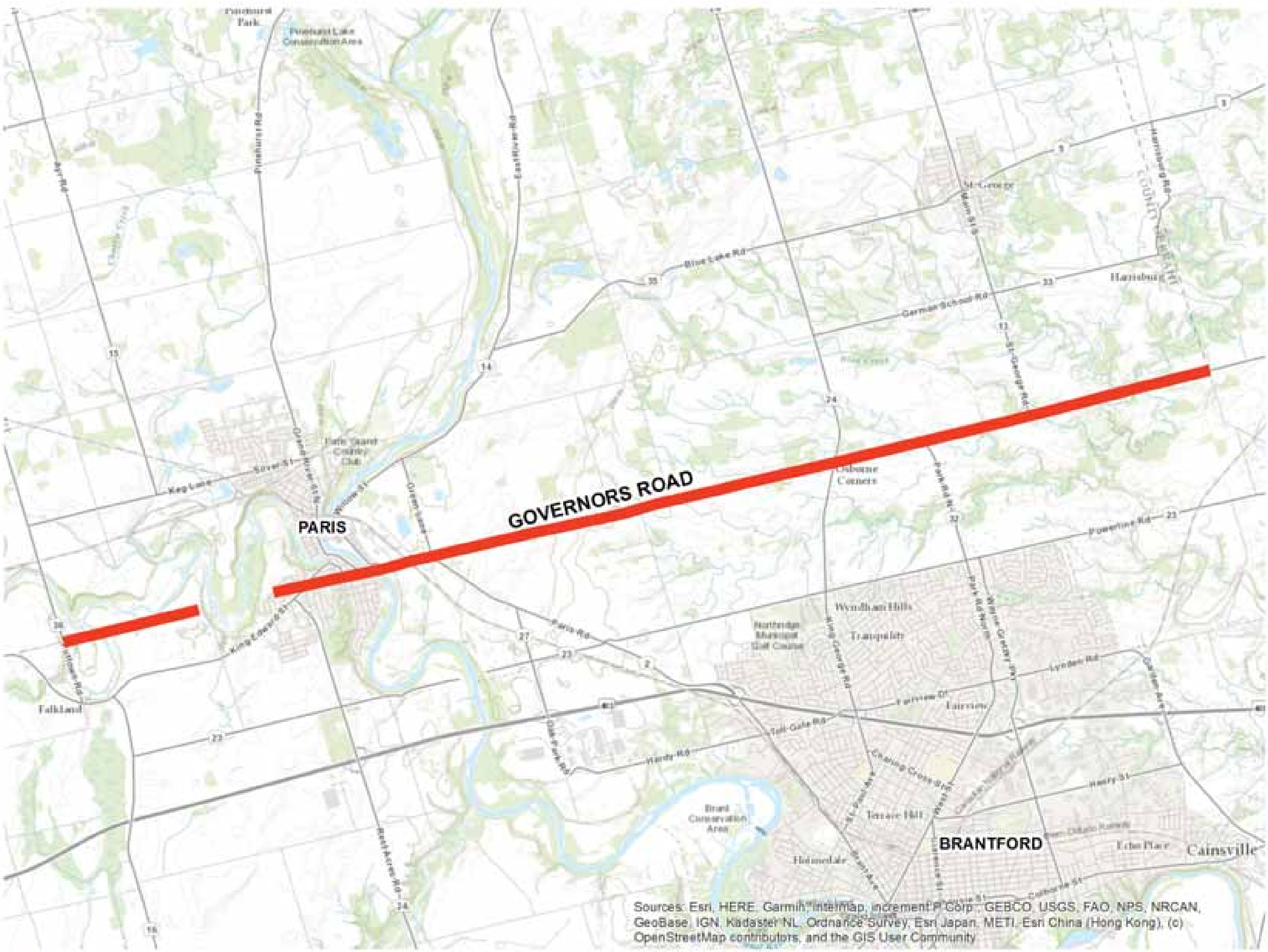
He then proceeded to dissect the Treaty lands with roads. This began with the extension of Dundas Street from Toronto to Dundas. Next, Governors Road (Highway #5) was built across Six Nations lands to link up with Detroit. Opening these roads systematically populated the Haldimand Treaty lands with squatters. This same practice was repeated later, when the Talbot Road (Highway #3) linked Niagara and Detroit.

On July 7, 1831, James Givens, Chief Superintendent of Indian Affairs, wrote:

> "The expediency of ceding to the Crown a certain portion of land on each side of the New Road [Talbot Road Highway #3] from Cambro [Canborough] to Rainham so that the ceded Lots may be sold for the benefit of the Six Nations and settlers placed on it – The Land proposed to be ceded to the Northward of Brantford on the Governor's Road [Highway #5] will be also sold for the benefit of the Six Nations and this land is recommended to be disposed of solely for the purpose of insuring a good Road through that part of the Indian Territory."

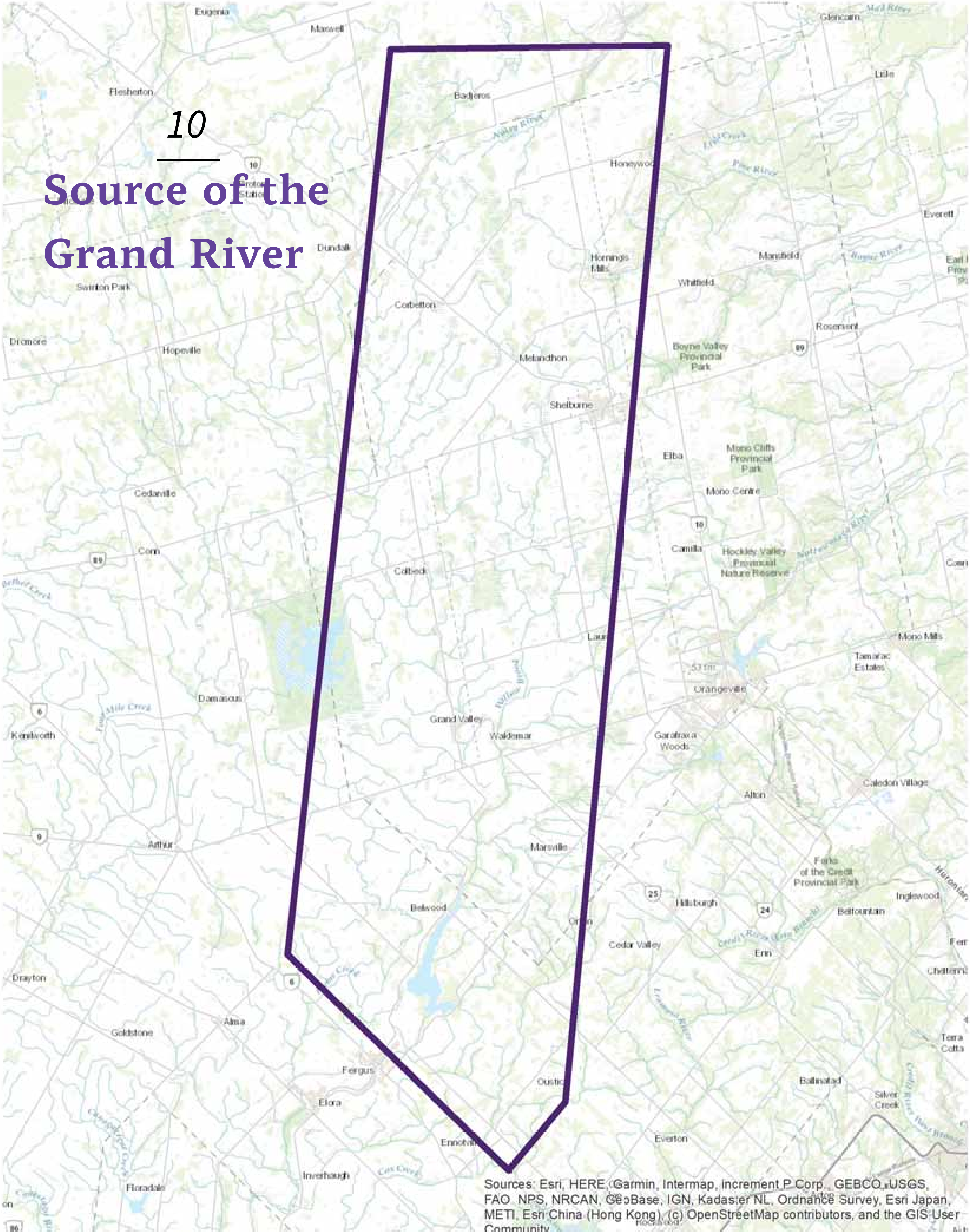
The Hamilton to Port Dover Plank Road (Highway #6) was likewise pushed through in 1834, connecting a Lake Erie trade route to Lake Ontario and opening the way for settlers.

Lord Dorchester, Governor General of North America from 1785 to 1795, had agreed to remove the squatters from Six Nations lands and to allow Six Nations to lease certain Haldimand Treaty lands to non-Six Nations parties. Since this ran counter to Governor Simcoe's goal of populating Upper Canada with settlers/squatters. Simcoe began obstructing Six Nations' intent to lease their lands to create an independent revenue for themselves. His argument was that, as set out in the Royal Proclamation of 1763, Six Nations could not lease land to British subjects but only to the King's agents on their behalf.



10

Source of the Grand River



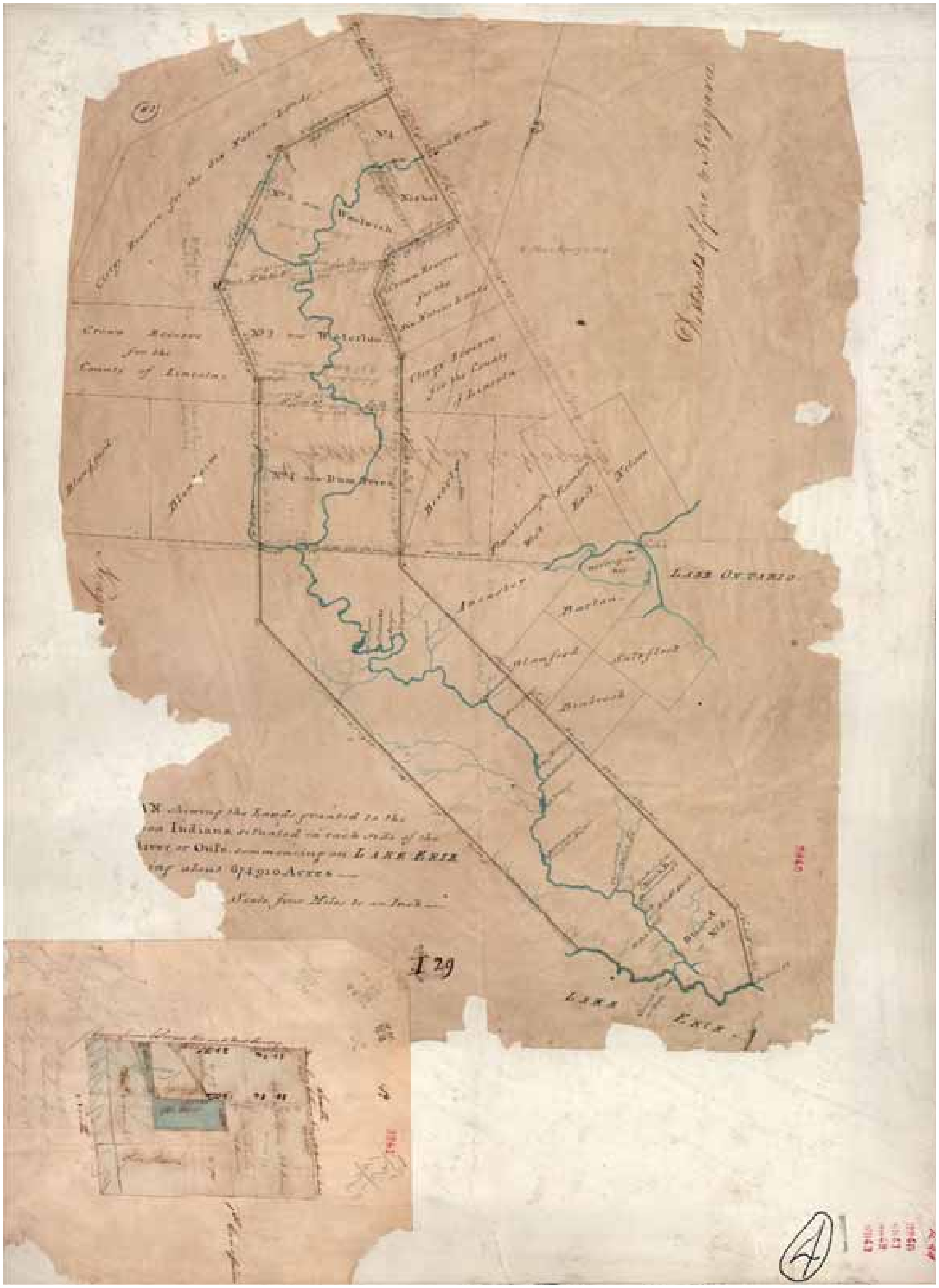
Although Lieutenant-Governor John Graves Simcoe was not initially aware that the Haldimand Treaty land extended to the Grand River's source, he later admitted in writing to Henry Dundas, British Secretary of State for War and the Colonies, "agreeably to the promise of General Haldimand, the Six Nations have the grant of six miles on each side of the Ouse or Grand River from Lake Erie to its Sources." Despite this, he tried to impose the Simcoe Patent in 1793, in an attempt to limit the extent of the Haldimand Treaty lands. The Simcoe Patent was soundly rejected by Six Nations.

In answer to Six Nations' concerns, Robert Prescott, Governor General of Canada and Commander in Chief for North America, advised President Peter Russell, Administrator for Upper Canada, "that all the Lands and Advantages granted to those Indians [Six Nations] by Sir Frederic Haldimand, ought in Equity to be confirmed to them; that their extent ought not on any pretence to be diminished, though it may be enlarged."

Six Nations of the Grand River have never agreed to diminish or relinquish ownership of the lands allotted to them in the Haldimand Treaty, which extend to the Grand River's source. More than 296,000 acres of Treaty Land Entitlement for the Six Nations remain outstanding. These lands comprise six miles on either side of the Grand River from Block 4 to the Osprey Wetlands of the Grand River.

11

Area Equivalent to the Bed and Ownership of the Grand River



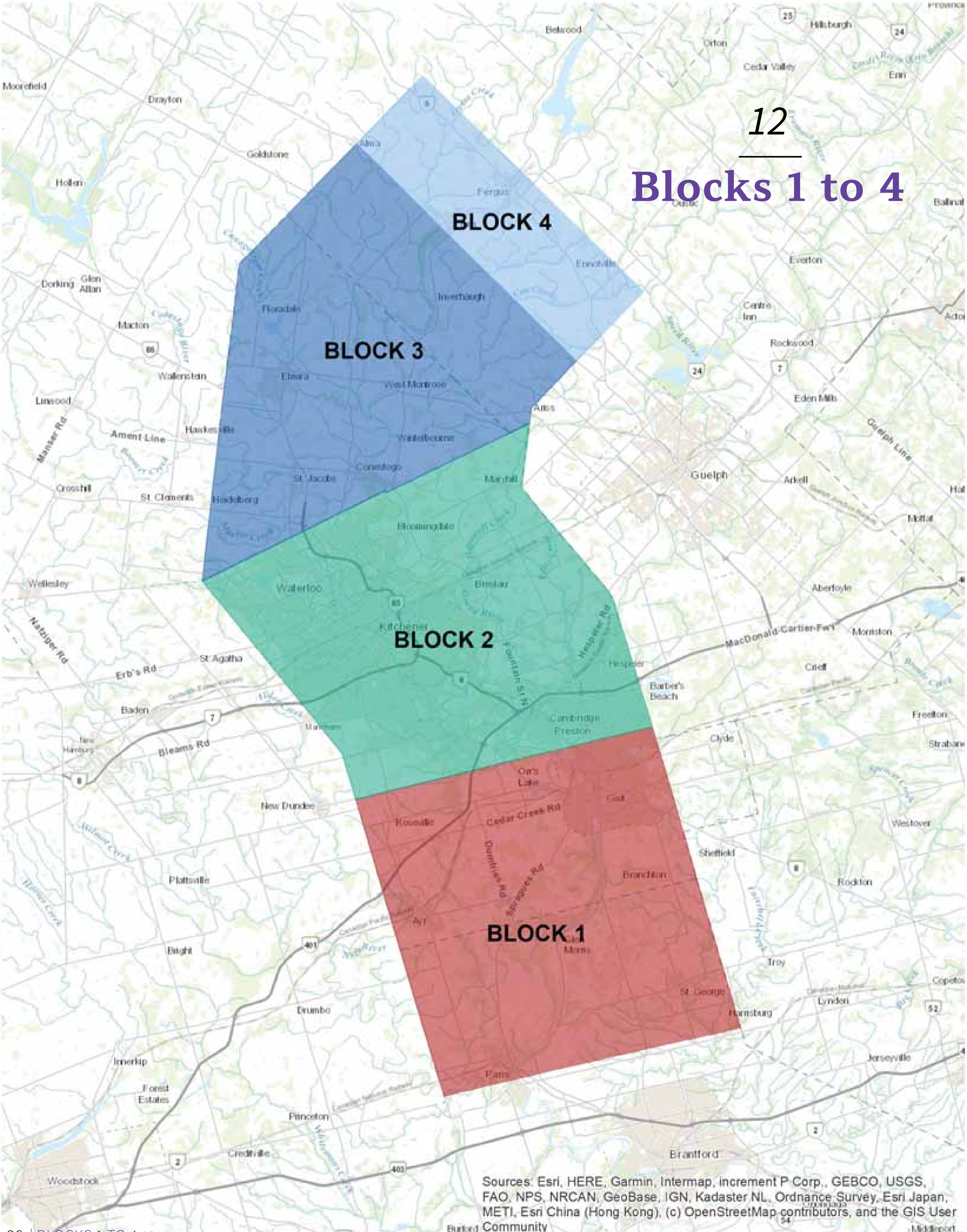
With the terms of the Haldimand Treaty, the lands allotted to the Six Nations are "six miles deep from each side of the river beginning at Lake Erie and extending in that proportion to the head of the said river, which them and their posterity are to enjoy for ever." A portion of these Haldimand Treaty lands were limited in survey to within that portion of the District of Nassau.

Augustus Jones' 1791 survey of the Haldimand Tract lands that fall within the District of Nassau meant to establish the boundaries between Six Nations lands and non-Six Nations lands within that Nassau District only. The survey measured boundaries 960 chains (12 miles) across from points at Lake Erie to the northern District of Nassau and did not account for the meandering river or the river itself and lands outside of the District of Nassau.

Since the Haldimand Treaty promised lands "six miles deep from each side of the [Grand] River," the Six Nations have been denied an area equivalent to the bed of the Grand River in the original District of Nassau, the lands on each side of the Grand River beyond the District of Nassau to the river's source, and to Grand River itself.

12

Blocks 1 to 4



Lord Dorchester, Governor General of British North America from 1785 to 1795, pledged to remove squatters from Six Nations lands and allow Six Nations to lease certain Haldimand Treaty lands to non-Six Nations parties to generate an independent income stream for Six Nations' benefit. Both Lord Dorchester and Peter Russell, who was Lieutenant-Governor John Graves Simcoe's successor, understood this was Six Nations' intention regarding Blocks 1 through 4.

Lieutenant-Governor Simcoe, however, argued that, under the Royal Proclamation of 1763, only the King's agents could lease lands to British subjects. Simcoe hoped to keep Six Nations poor and dependent on the King's "bounty" by encouraging newcomers to occupy Six Nations' and adjacent lands and deplete their resources through overhunting. Dependency would make Six Nations more reliable in the event of another war. This proved true when Sir Isaac Brock called upon Six Nations to protect the Niagara Frontier during the War of 1812.

Lieutenant-Governor Simcoe prevented Six Nations from leasing these four blocks of unoccupied land north of Dundas Street. Instead, John White, Attorney General for Upper Canada, determined that if Six Nations were to surrender the lands to the Crown, they could be sold to the highest bidder and interest on the proceeds paid to Six Nations annually. Six Nations in Council granted Joseph Brant what was described as a "power of attorney," dated November 2, 1796, which allowed him to nominate purchasers for Blocks 1 to 4. The Crown was to issue grants to the nominees to generate, through 999-year mortgages, a secure and perpetual revenue stream specifically for Six Nations of the Grand River.

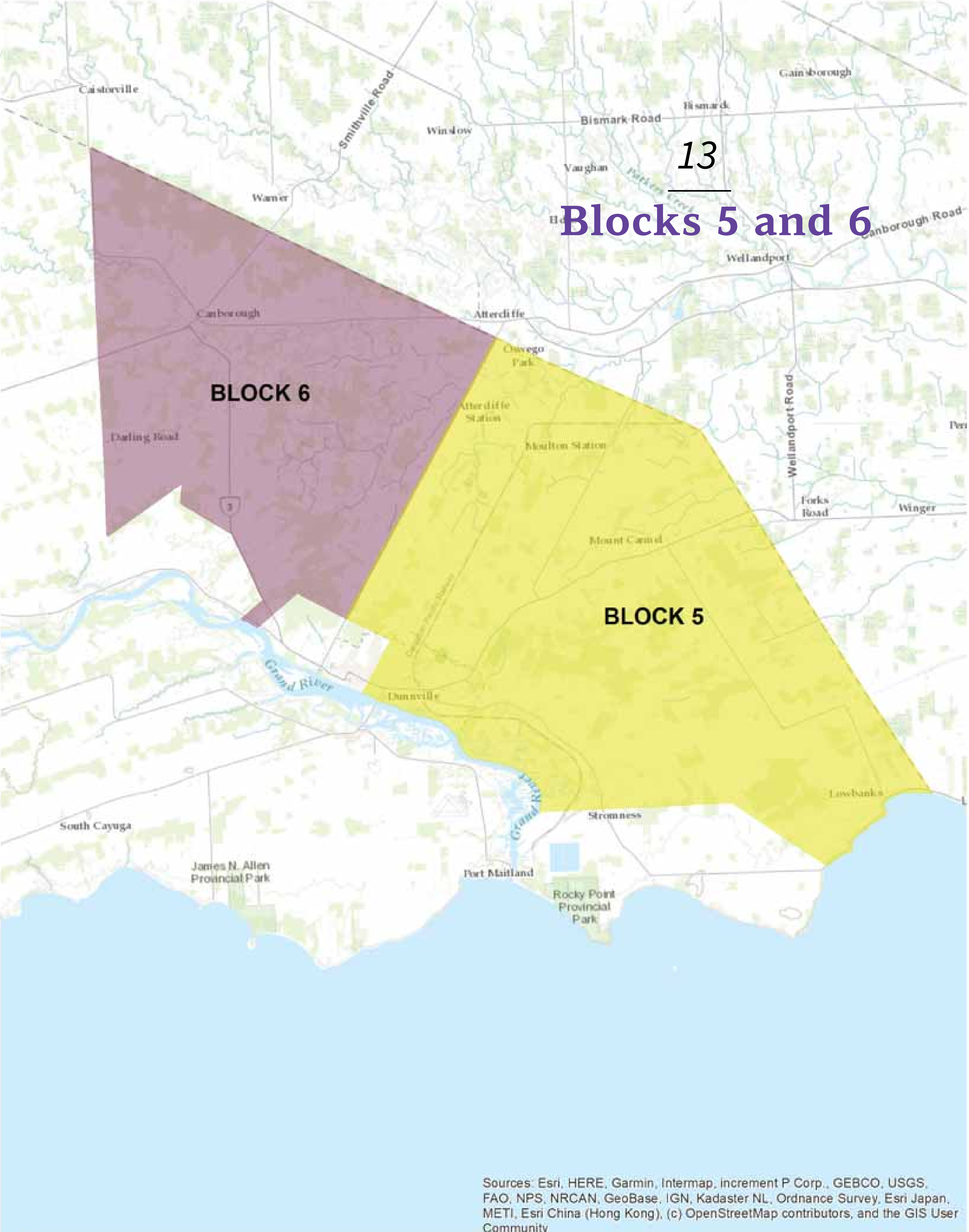
The "purchasers" and corresponding blocks placed in trust with the Crown to provide support to Six Nations were:

BLOCK 1	Philip Stedman containing 94,305 acres
BLOCK 2	Richard Beasley, James Wilson and St. John Baptist Rousseaux containing 94,012 acres
BLOCK 3	William Wallace containing 86,078 acres
BLOCK 4	containing 28,512 acres. No purchaser was named

Six Nations requires a determination of whether proper security, was obtained from these purchasers prior to the issuance of these Crown Grants and whether they were the highest bidders. As the original intent in surrendering Blocks 1 to 4 was to establish a secure and perpetual revenue stream specifically for Six Nations of the Grand River, the ongoing litigation also seeks an accounting of the funds collected since 1796 and what happened to them.

13

Blocks 5 and 6



Block 5 (Moulton Township), containing 30,800 acres, and Block 6 (Canborough Township), containing 19,000 acres, are tracts of land Six Nations never authorized to be surrendered or sold.

Overstepping his authority, Captain Joseph Brant nominated purchasers for these two tracts. Six Nations had only authorized Brant to nominate purchasers for Blocks 1 to 4 (see Section 11).

With no surrender obtained by Six Nations for Block 5, the Executive Council reported in 1830, the Crown issued a Letters Patent in 1807 to Lord Thomas Selkirk, 5th Earl of Selkirk, under a 1,000-year mortgage framework. The intention was to establish a secure and perpetual revenue stream specifically for the Six Nations people.

After going through the Specific Claim Resolution Process, Canada acknowledged in 1993 that it had breached its lawful duty to Six Nations by failing to enforce the mortgage on Block 5.

Without issuing any surrender, Six Nations allocated to Lieutenant John Doxtader a farm on a portion of Block 6 on the basis of his marriage into Six Nations and having “flesh and blood among us.” As John Doxtader had not paid for the lands, the farm was “never to be transferred to anyone else whosoever.” Using a fraudulent survey, Doxtader then extended the boundary of his leasehold interest to include all 19,000 acres of Block 6 (later called Canborough Township). Mr. Benjamin Canby claimed to have purchased, in or around 1798, the leasehold interests to the lands reserved for John Doxtader’s family. Mr. B. Canby was subsequently issued a Crown Patent for the entire 19,000 acres.

Six Nations contends that the Crown failed to obtain a surrender for the sale of Block 6. Six Nations never received just compensation for any of the 19,000 acres on Block 6. Nor did the Crown obtain the mortgage payments for Block 5 that were intended to establish a secure and perpetual revenue stream for Six Nations of the Grand River.

After Canada's "Take it or leave it" offer to resolve Block 5......

"If your intent was to come here and insult us with this offer, you have succeeded"
(John W. Peters, District 5 Councilor, Six Nations Elected Council 1994)

14

Purported Joseph Brant Leases

The Royal Proclamation of 1763 contained specific provisions regulating the appropriation of “Indian” lands. Any such lands had to be surrendered to the King following strict procedures and meeting a series of requirements designed to prevent fraud and abuse.

On November 2, 1796, the Confederacy of Six Nations gave Captain Joseph Brant power of attorney to nominate persons to lease Blocks 1 through 4 of Six Nations lands for 999 years. When Brant attempted to lease these lands to create an ongoing, independent revenue stream for Six Nations, Lieutenant-Governor Simcoe prevented him from doing so, citing the provisions of the Royal Proclamation of 1763. Lieutenant-Governor Simcoe’s vision for Upper Canada was to induce settlement, surrounding and isolating Six Nations within the Haldimand Treaty lands with settlers. By pursuing his vision, Crown officials failed in their duty to protect Six Nations lands from trespass.

On October 12, 1801, William Claus, Deputy Superintendent General of Indian Affairs, reported from a Six Nations Council meeting that, in order to end the land disputes, Joseph Brant would relinquish all power he held as Agent for the Six Nations on the “1st of May next” (1802).

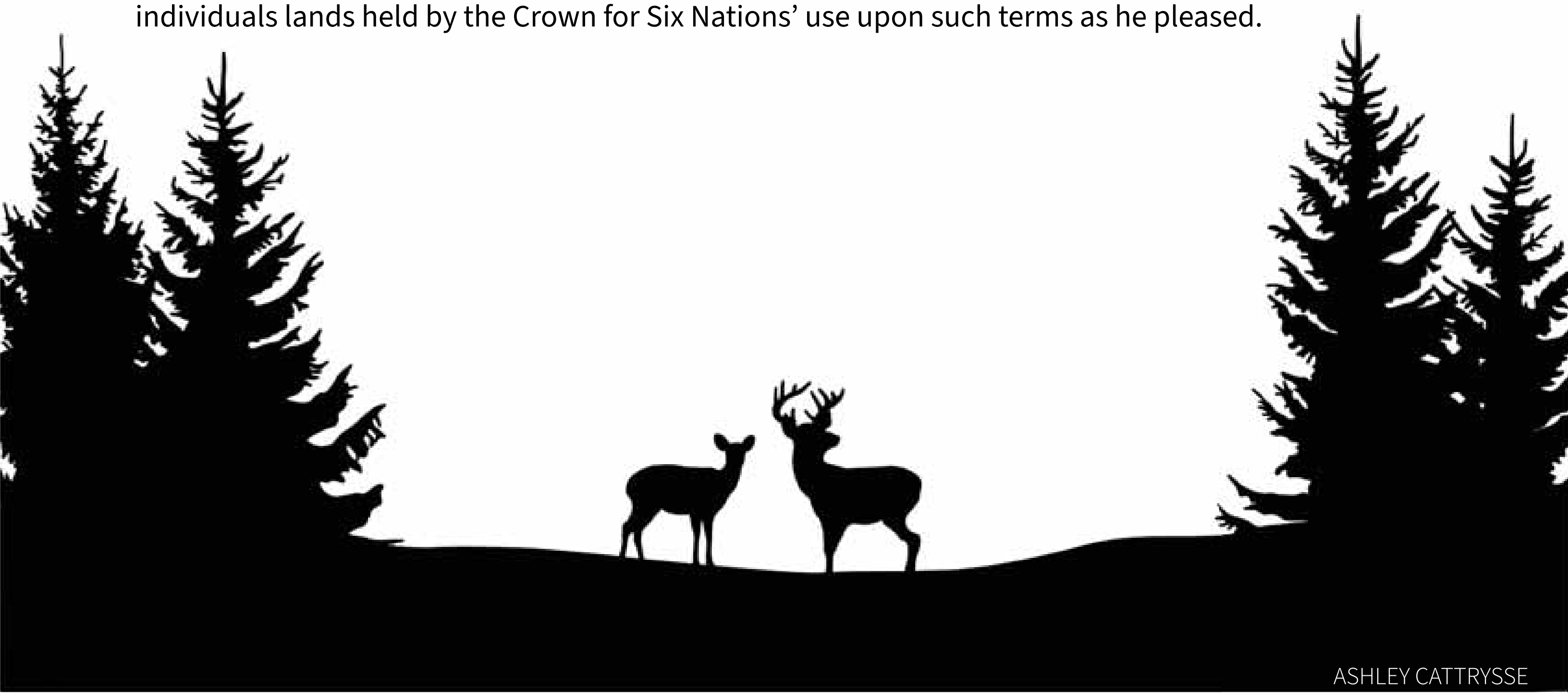
On November 10, 1802, the Crown issued the following notice to remind its citizens of the law:

> “His Excellency the Lieutenant Governor in Council hereby gives Notice to all whom it may concern that no Leases which have been, or shall be granted, or pretended to be granted, by or under the Authority of any Indian Nation will be admitted or allowed of and this Public Notice is given in order that no Person may pretend Ignorance of the same.”

Trespassing continued regardless, unchecked by Crown officials. Six Nations was therefore reluctant to once again ally with the Crown in battles throughout the Niagara Frontier, leading up to the War of 1812. They wanted assurance their Haldimand Treaty lands would be protected from trespass. To satisfy Six Nations’ concerns, on February 1, 1812, Major General Sir Isaac Brock issued a notice forbidding trespass in the County of Haldimand. On May 1, 1812, Sir John Johnson, Superintendent General and Inspector General of Indian Affairs, received further instructions regulating the legal surrender and sale of “Indian” lands from Commander of the Forces George Provost.

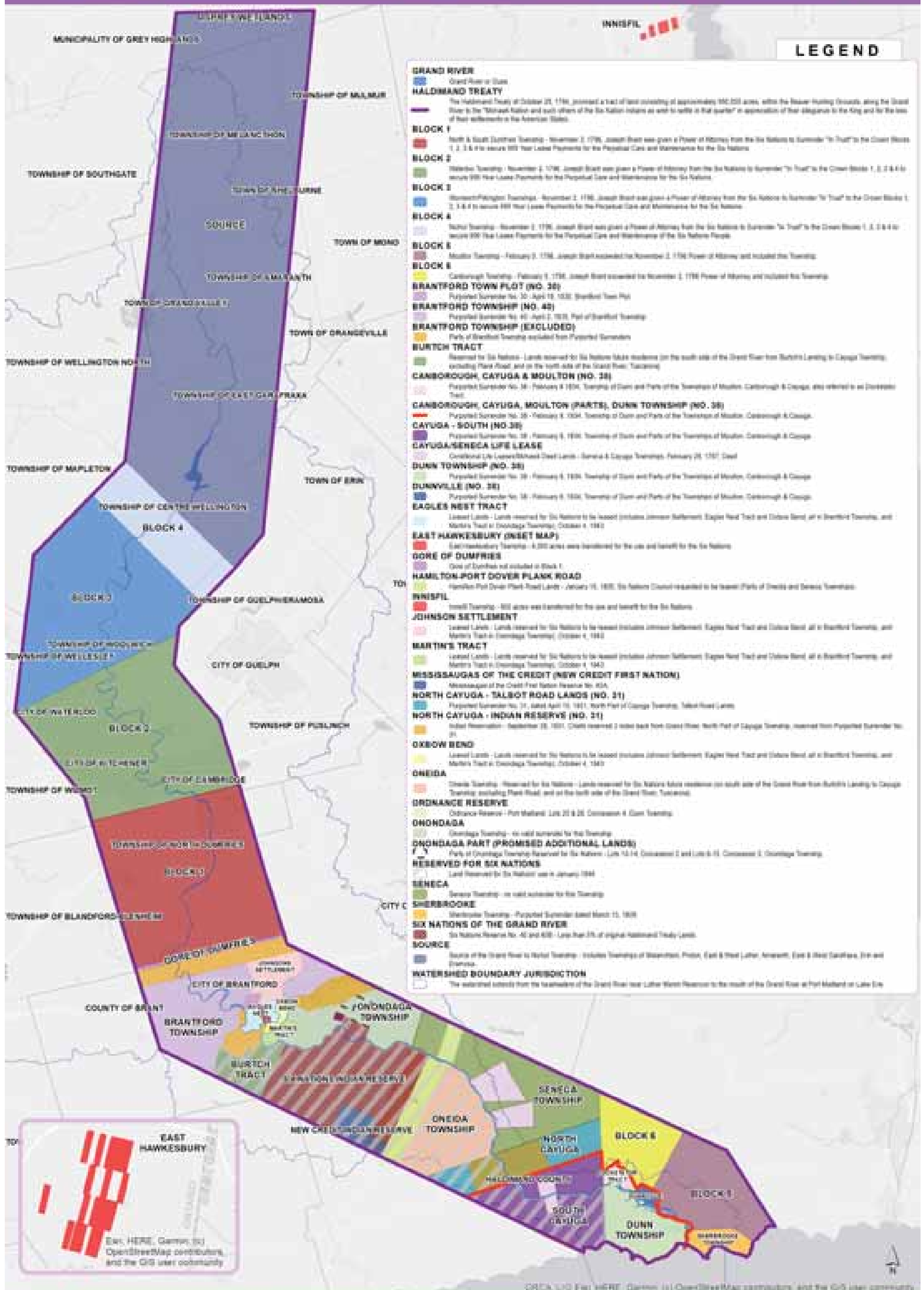
Despite the notices and instructions to prevent trespass on Six Nations lands, the practice continued well after May 1, 1802, and the 1807 death of Joseph Brant. Squatters claimed pre-emptive rights to lands through alleged Joseph Brant leases, leading to an inquiry by John Dunn, William Markland, and William Hepburn, trustees for Six Nations, into the alleged lease claims. A provisional agreement with Six Nations was reached in 1835 based on the holders of such leases having no legal title to the lands. All such leases were to be produced and verified by Six Nations before any further action was taken, but this provision was not strictly followed. The Crown instead issued free Crown Patents to many of the claimants without obtaining a lawful surrender from Six Nations, without full and fair compensation, without ensuring that Six Nations’ interests were protected, and despite protests by Six Nations.

In Doe dem Sheldon v. Ramsey (1851), the court determined that Joseph Brant leases did not and could not validly convey anything, and that Joseph Brant had no right or authority to alienate to individuals lands held by the Crown for Six Nations’ use upon such terms as he pleased.



ASHLEY CATTRYSSE

SIX NATIONS HALDIMAND TRACT



SUBJECT TO CHANGE

SIX NATIONS LANDS AND RESOURCES DEPT., 2020

15

Sherbrooke Township and Naval Reserve

In 1803, William Claus, Superintendent General of Indian Affairs and member of the Executive Council, appointed William Dickson, a fellow member of the Legislative Council and an attorney and land speculator, to provide legal services to Six Nations' government-appointed Trustees, of which Claus was one.

In exchange for his services to the three Crown Trustees, Dickson asked for a grant of approximately 4,000 acres at the mouth of the Grand River, which later became Sherbrooke Township. Claus supported the request, which was rejected by Six Nations with the following observation:

> "…if every lawyer that might be employed should require such a present very little land would be left to their posterity:..."

On May 26 and 29, 1809, the Executive Council considered but rejected the grant of 4,000 acres, issuing an Order-in-Council to that effect. In addition to opposing the grant, Six Nations advised William Claus that Dickson "should ma[ke] out his account specifying his services and, receive his pay accordingly." Claus was advised of this decision at Niagara, on May 8, 1817.

On July 6, 1818, Lord Bathurst, Third Earl of Bathurst, stated that it is "highly objectionable that Services rendered to the Indians should be remunerated by Grants of Land within their Limits, and have to request that Your Grace will for the future discourage any such expectations." Despite this request, on October 4, 1820, an Order-in-Council was passed, reversing the previous Order-in Council of May 29, 1809, and approving the gift of 4,000 acres to William Dickson, to be completed once surrender of the land in question was accepted by Six Nations and duly registered.

There is no record of Six Nations consenting to the lawful surrender for sale of the 4,000 acres that later became Sherbrooke Township.

On October 9, 1820, the Crown issued a free grant to William Dickson. This grant included lands the Crown appropriated, without payment, for military and naval purposes.

PORT MAITLAND NAVAL LANDS

In addition to the military and naval lands in Sherbrooke Township, the Crown appropriated for a naval reserve, without just compensation to Six Nations, lands at Port Maitland identified as Lots 25 and 26, Concession 4, in the Township of Dunn. Such appropriations are subject to the following provisions:

- Land can be purchased or leased for the erection of military works;
- Where the requisite land cannot be obtained by consent, the Military may take possession of lands required for military works if the necessity for the lands was first certified by the Commander of Her Majesty's Forces in the Province of Upper Canada, or there was an enemy invasion; and
- Proper compensation was required to be made to the owners of any land taken for military purposes.

No voluntary purchase or lease of the Port Maitland lands for the purpose of erecting military works was made, no invasion occurred, and no certification was issued confirming the Crown required the Port Maitland lands for military purposes.

No compensation was made to Six Nations of the Grand River for the Port Maitland lands, even after the Crown sold most of them.

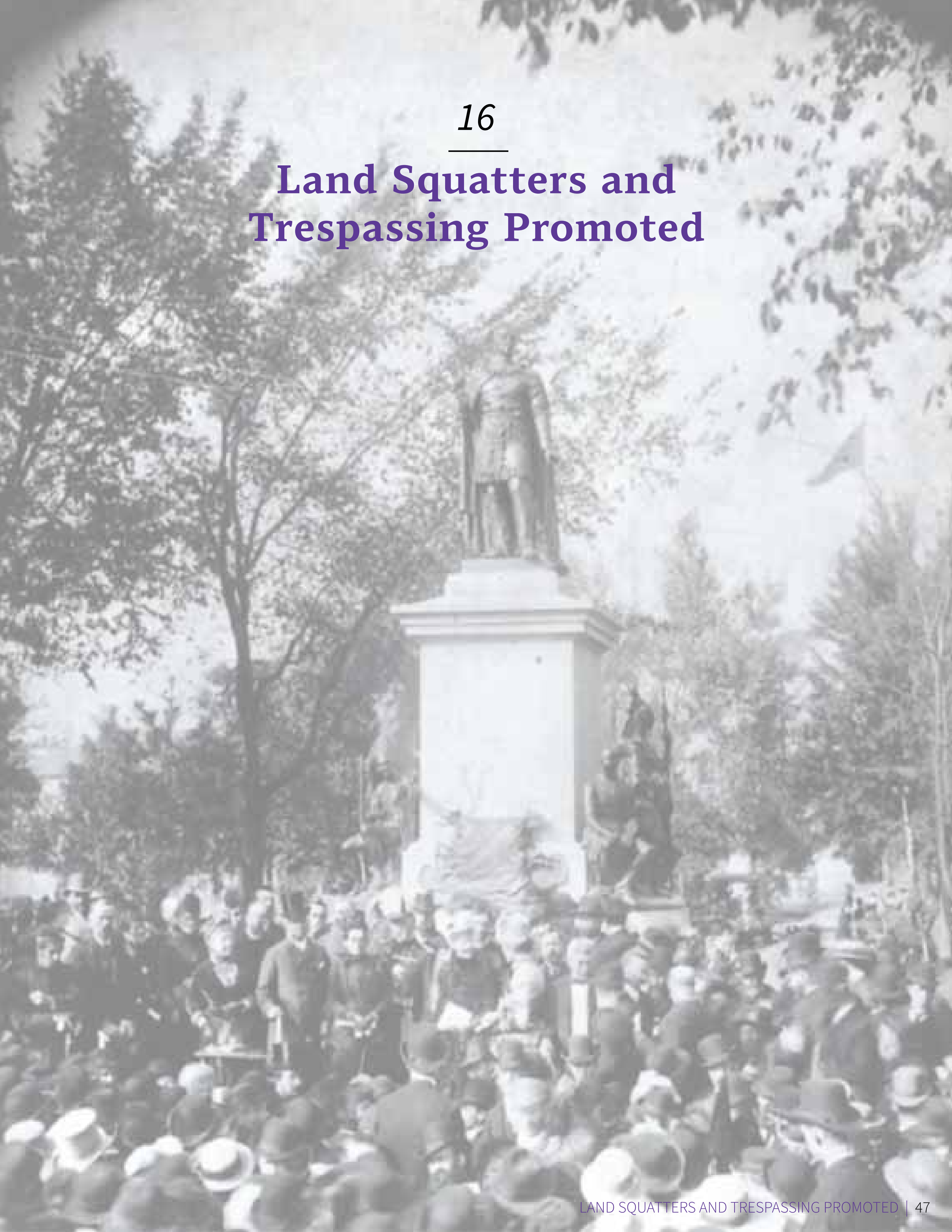
The Crown breached its "Reserve Land Duties" and its "Appropriation Duties" by appropriating the Port Maitland Lands for its own uses and by failing to ensure that Six Nations of the Grand River's interest in the appropriated lands was preserved as much as possible and that proper compensation was paid.

The Crown is liable to pay equitable compensation or equitable damages for the loss of these lands.

LOTS 25 AND 26, CONCESSION 4, DUNN TOWNSHIP

16

Land Squatters and Trespassing Promoted



When Lieutenant-Governor John Graves Simcoe arrived in Upper Canada in 1792, he knew very little about Six Nations of the Grand River, their territory, or the extent of the Haldimand Treaty lands. The British government instructed Lieutenant-Governor Simcoe to publicize the availability of land grants and other advantages among newcomers and political and military officers. The grants were to be free, apart from some administrative fees, and ranged from 200 acres for settlers to 5,000 acres for political or military officials. Since the Haldimand Treaty lands were considered "some of the best lands in Upper Canada," Simcoe worked to surround and populate them with newcomers.

Lord Dorchester, Governor General of North America (1785–1795), had promised to remove the squatters from Six Nations lands. Six Nations intended to lease Blocks 1 to 4 to generate an independent source of revenue. However, leasing the lands undermined Simcoe's plan to keep Six Nations dependent on the Crown for military purposes.

Squatting on Six Nations treaty lands became a booming business, unchecked by government officials. In many instances, Crown officials promoted squatting to bring lands into the market and establish a revenue stream for the Crowns' initiatives and their own salaries. Squatters on Six Nations lands received, in effect, a right of pre-emption, granting them title to the lands they developed or payment for the improvements made, and sold valuable timber and other resources extracted from Six Nations lands without benefit or compensation to Six Nations.

Squatting continued on the Haldimand Treaty lands despite instructions and public notices issued to agents of the Crown to protect Six Nations lands against trespass.

Here is one example: The Crown wanted Six Nations to fight for Britain during the War of 1812. Six Nations stated that they needed to stay home and protect their lands against white encroachment. Major General Isaac Brock responded by having the Executive Council issue a Proclamation ordering the removal of all trespassers from Six Nations lands.

At the Executive Council Chamber in the Town of York
On Saturday the 1st day of February 1812.
Present
His Honor Isaac Brock, Esquire, President -
The Honorable Thomas Scott, Chief Justice
The Honorable John McGill
The Honorable Mr Justice Powell
The Honorable Prideaux Selby

His Honor the President laid before the Board the following Proclamation -

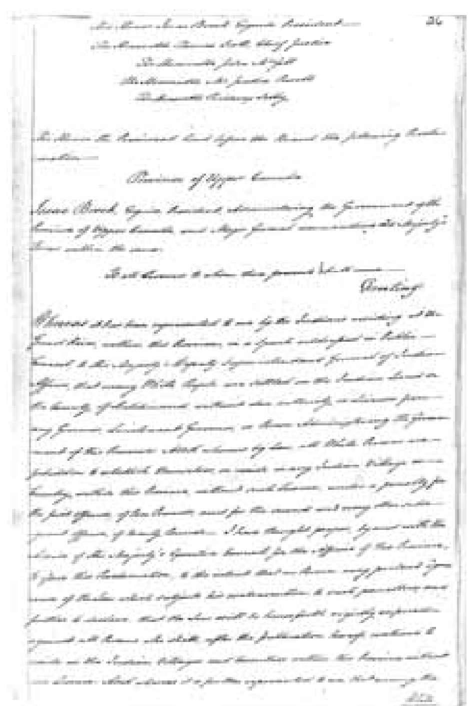
Province of Upper Canada

Isaac Brock, Esquire, President, Administering the Government of the Province of Upper Canada, and Major General commanding His Majesty's Forces within the same.

To all Persons to whom these present shall come -
Greeting:

Whereas it has been represented to me by the Indians residing at the Grand River, within this Province, in a Speech addressed in Public Council, to His Majesty's Deputy Superintendant General of Indian Affairs, that many White People are Settled on the Indian Land in the County of Haldimand, without due authority or Licence from any Governor, Lieutenant Governor, or Person Administering the Government of this Province: And whereas by Law, all White Persons are forbidden to establish themselves, or reside in any Indian Village or Country within this Province, without such Licence, under a penalty for the first offence, of ten Pounds, and for the second and every other subsequent offence, of twenty Pounds - I have thought proper, by and with the Advice of His Majesty's Executive Council, for the Affairs of this Province, to issue this Proclamation, to the intent that no Person may pretend ignorance of the Law which subjects his contravention to such penalties; and further to declare, that the Law will be henceforth rigidly enforced against all Persons who shall, after the publication hereof, continue to reside in the Indian Villages and Countries within this Province without due Licence. And whereas it is further represented to me, that among the White People resident upon the Indian Lands, there are divers to whom it may be expedient to grant Licences to remain, all Persons desirous to obtain such Licences, are hereby required to Report themselves to the Honble William Claus, His Majesty's Deputy Superintendant General of Indian Affairs, together with the circumstances of time, place and condition of their respective residences.

Given under my Hand and Seal at Arms, at York, in the Province of Upper Canada, this first day of February, in the Year of Our Lord One thousand, eight hundred and twelve, and in the fifty second year of His Majesty's Reign.

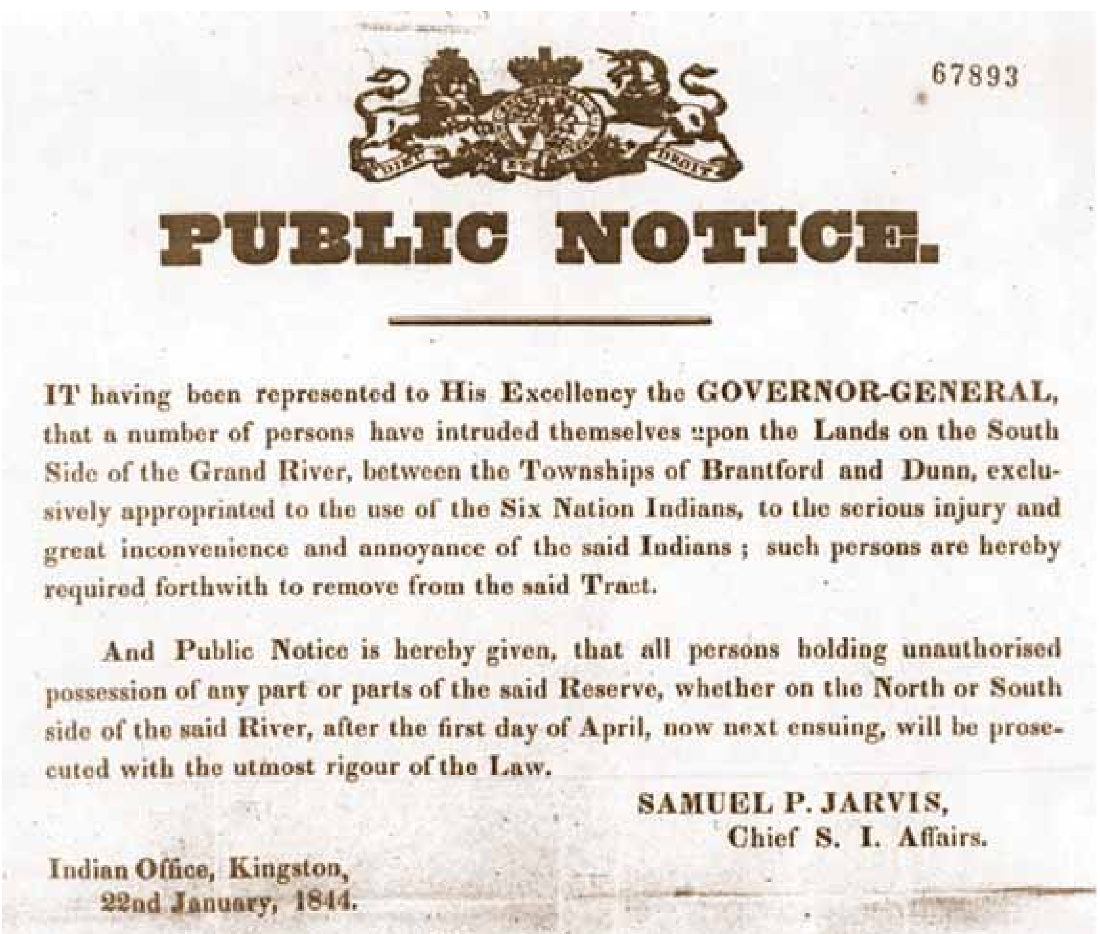


By these promises, Crown officials induced Six Nations to surrender a portion of their lands conditionally in the 1830s. The squatters from the rest of the Haldimand Treaty lands were to relocate to the conditionally surrendered portion. However, Crown officials never enforced the terms of these conditional surrenders.

The pre-emption rights of the squatters prevailed over the legal rights of Six Nations of the Grand River, even though Crown agents had a ficuciary duty to protect Six Nations lands against unlawful occupation. From the first land sale within the Haldimand Treaty lands in 1830 to the mid-1840s, squatters' rights affected the value and sale price of Six Nations lands and promoted non-Six Nations development. This occured without lawful surrenders from Six Nations of the Grand River and contrary to prevailing legislation and regulations.

The Crown did not deter the squatters, because the eventual sale of the lands they occupied generated revenue for the Crown. By selling Six Nations lands, the Crown hoped to pay their agents, finance government initiatives, pay off debts, and reduce Six Nations' overall land holdings without having to obtain lawful surrenders. Government directives of the time seemed to support this goal.

On January 22, 1844, Samuel P. Jarvis, Chief Superintendent of the Indian Department of Upper Canada, notified squatters to remove themselves from Six Nations lands. It was the last such attempt by the Crown to clear the land of squatters, and it was unsuccessful.



67893

PUBLIC NOTICE.

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

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

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

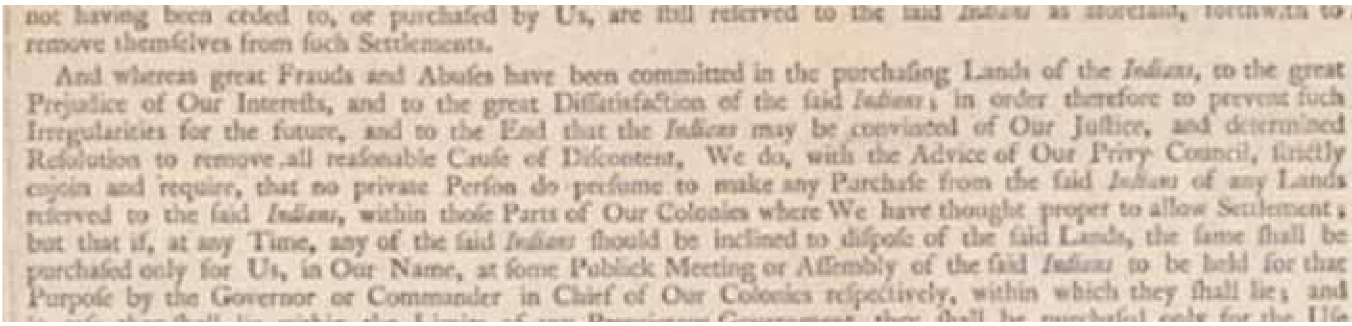
Indian Office, Kingston,
22nd January, 1844.

By the KING,

A PROCLAMATION.

GEORGE R.

https://www.ictinc.ca/blog/royal-proclamation-recognized-aboriginal-rights-250-years-ago



not having been ceded to, or purchaſed by Us, are ſtill reſerved to the ſaid *Indians* as aforeſaid, forthwith to remove themſelves from ſuch Settlements.

And whereas great Frauds and Abuſes have been committed in the purchaſing Lands of the *Indians*, to the great Prejudice of Our Intereſts, and to the great Diſſatisfaction of the ſaid *Indians*; in order therefore to prevent ſuch Irregularities for the future, and to the End that the *Indians* may be convinced of Our Juſtice, and determined Reſolution to remove all reaſonable Cauſe of Diſcontent, We do, with the Advice of Our Privy Council, ſtrictly enjoin and require, that no private Perſon do preſume to make any Purchaſe from the ſaid *Indians* of any Lands reſerved to the ſaid *Indians*, within thoſe Parts of Our Colonies where We have thought proper to allow Settlement; but that if, at any Time, any of the ſaid *Indians* ſhould be inclined to diſpoſe of the ſaid Lands, the ſame ſhall be purchaſed only for Us, in Our Name, at ſome Publick Meeting or Aſſembly of the ſaid *Indians* to be held for that Purpoſe by the Governor or Commander in Chief of Our Colonies reſpectively, within which they ſhall lie; and

https:https://upload.wikimedia.org/wikipedia/commons/9/96/Royal_Proclamation_of_1763.jpg?utm_source=en.wikipedia.org&utm_campaign=imageinfo&utm_content=original

17

Lawful Land Alienation Requirements

As newcomers were trespassing and committing land fraud on First Nations lands, the Crown issued the Royal Proclamation of 1763, which contained provisions that:

- restricted colonial governments from granting unceded Indian lands.
- private persons were prohibited from occupying or otherwise possessing unceded Indian lands.
- private persons were prohibited from purchasing unceded land from the Indians.
- Indian lands could only be granted after these had been ceded or surrendered to the Crown in a public assembly of the Indians held by governor or commander-in-chief of the colony in which the lands in question lay.

On December 24, 1794, instructions to the Superintendent General and Inspector General of Indian Affairs (or, in his absence, the Deputy Superintendent General of Indian Affairs) reinforced the requirements for the alienation of Indian lands laid out in the Royal Proclamation of 1763.

The Governor General of Upper Canda's "Instructions," of May 1, 1812, to the Crown's representative further regulated the alienation of Indian lands in the Province of Upper Canada by requiring that the requisition of any Indian lands wanted for public service should meet the same requirements.

The lawful alienation of any Six Nations land would therefore require:

- to identify those lands with a sketch.

- that all purchases by the Crown be made at a public council with Great Solemnity and Ceremony according to the ancient usages and customs of the Indians to whom the lands belonged. The consensus to allow a surrender of any of the Six Nations would require the protocols of the Haudenosaunee Confederacy Council to be followed and be unanimous

- proper interpreters present and translation of the proceedings in all six languages.

- that the Governor or two persons commissioned by him, the Superintendent of Indian Affairs, two or three members of his department and at least one military officer be present at the public council.

- that there be a proper explanation to the Indians of the nature and extent of the proposed disposition and the proceeds to be paid therefor.

- that the deeds of conveyance and descriptive plans of the lands conveyed be attached to the deed and be executed in public by the Principal Indian Chiefs and the Superintendent of the Indian Department or his appointee and duly witnessed.

The Crown has recognized its fiduciary obligation to Six Nations of the Grand River by enacting legislation that, among other things, protects Six Nations of the Grand River lands and regulates disposition of those lands.

"For now we are prepared to commence negotiations armed with Lawyers, Technicians and our Political Council. The form negotiations take thereafter, one can only surmise."

Six Nations Elected Council Chief William K. Montour before the Parliamentary Standing Committee of Aboriginal Affairs, February 21, 1991

When considering whether to accept an absolute or conditional surrender, the Crowns' fiduciary duties ("Surrender Duties") are:

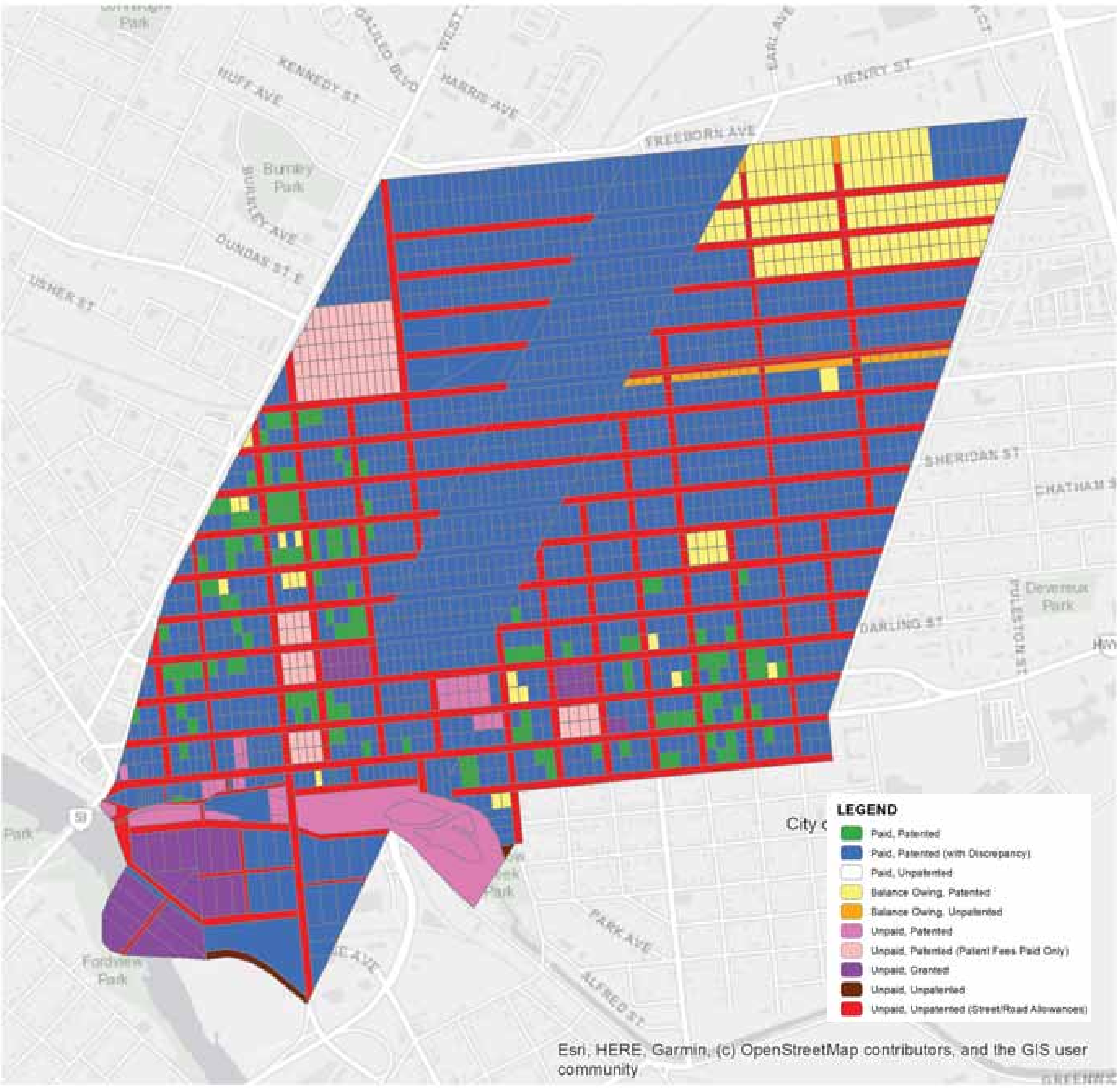
- To ensure the surrender is made in accordance with the applicable procedural requirements.
- To ensure that the Six Nations consents to the surrender.
- To ensure that the surrender reflects the intention of the Band.
- To ensure that the surrender is not exploitative.

In the case of land that has been subject to surrender, whether absolute or conditional, the Crowns' fiduciary duties ("Surrender Implementation Duties") are:

- To manage the process to advance the best interests of the Band.
- To give effect to the intention of the Six Nations in making the surrender, including fulfilling any conditions.
- To seek the consent of the Band for any change in the implementation of the surrender.
- To scrutinize the proposed transaction to ensure that it is not an exploitative bargain.
- To fully disclose material information in respect of the Crown's dealings with or management of the Reserve land.

18

Town Plot of Brantford



In response to Six Nations' protests against squatters on their lands, in 1829, Lieutenant-Governor Sir John Colborne recommended that a Town Plot in the Village of Brantford be laid out and the squatters removed from "downstream." Six Nations expressed their willingness to surrender 600 acres for the village plot as long as all squatters were removed from the rest of their lands. They did not, however, agree to the terms laid out in the "surrender" written up by the Crown in 1830.

On April 19, 1830, according to the Crown, 28 "Sachems and Chiefs" agreed to surrender lands for the Town Plot of Brantford on the condition that the squatters would leave the rest of their lands, that each lot would be of 0.25 acres, and that no lot would be sold for less then 10 pounds currency. Even though the 1812 Governor's "Instructions" for the alienation of "Indian lands" required it, no plan was attached to the alleged surrender document. The previously agreed upon 600 acres turned into 807 acres, including the "Flats," which Six Nations never intended to surrender. When Six Nations asked for clarification about these changes, their requests were denied.

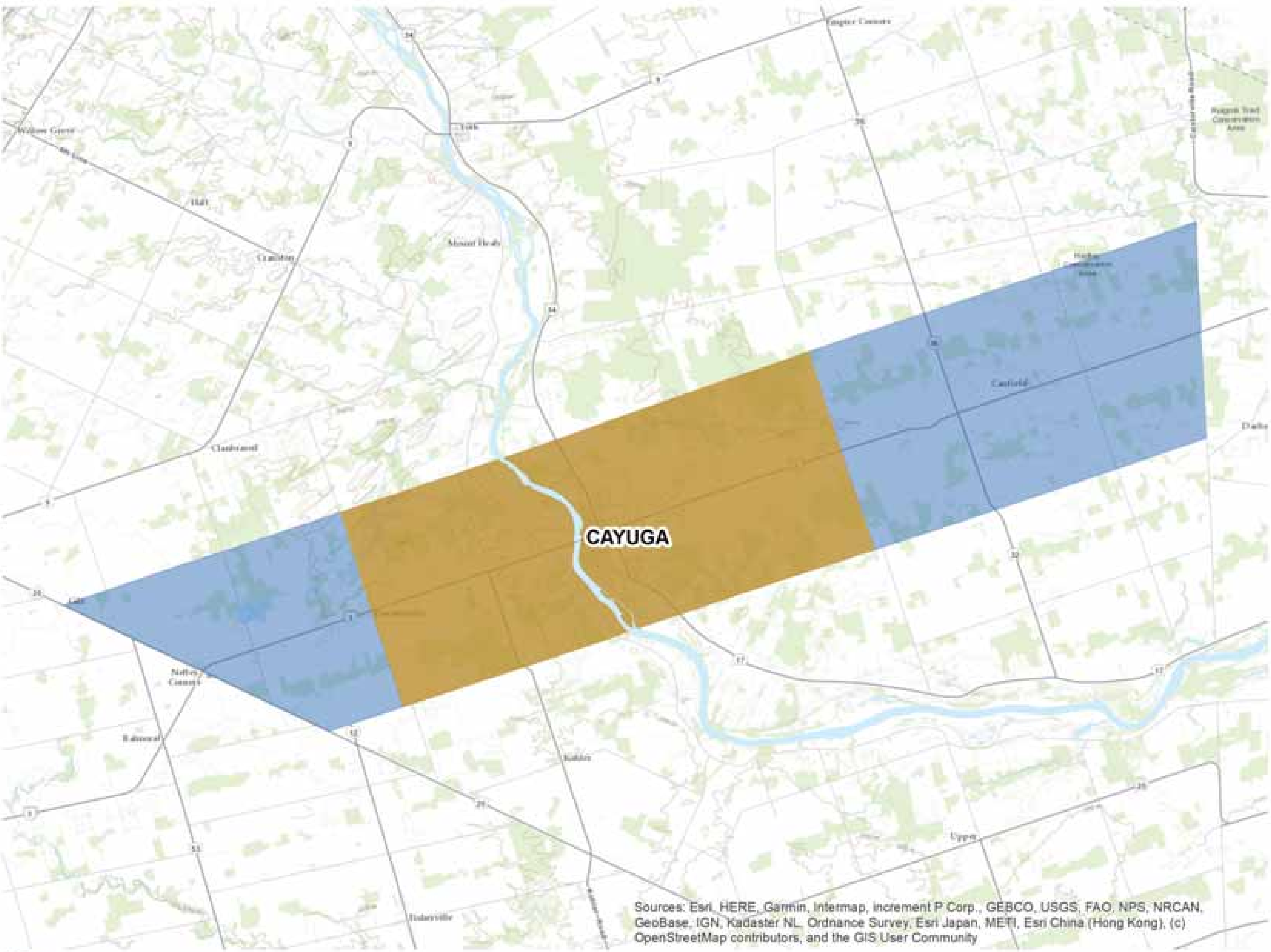
The Crown then conveyed the Brantford Town Plot lands in fee simple to third parties. Six Nations did not receive full and fair compensation for the lands contained in this conditional surrender, as evidenced by the following:

- some lands were sold under their appraised value
- some lands were not appraised
- some lands were obtained by individuals as free grants and no payment was made
- some lands were taken for public purposes and no payment was made
- some lands were obtained on the payment of only a patent fee or administration fee

The Crown's failure to carry out its fiduciary duty to protect Six Nations lands against trespass induced Six Nations to remedy the situation by consenting to the above conditional surrender, the condition of which was not met.

19

North Cayuga and the Talbot Road

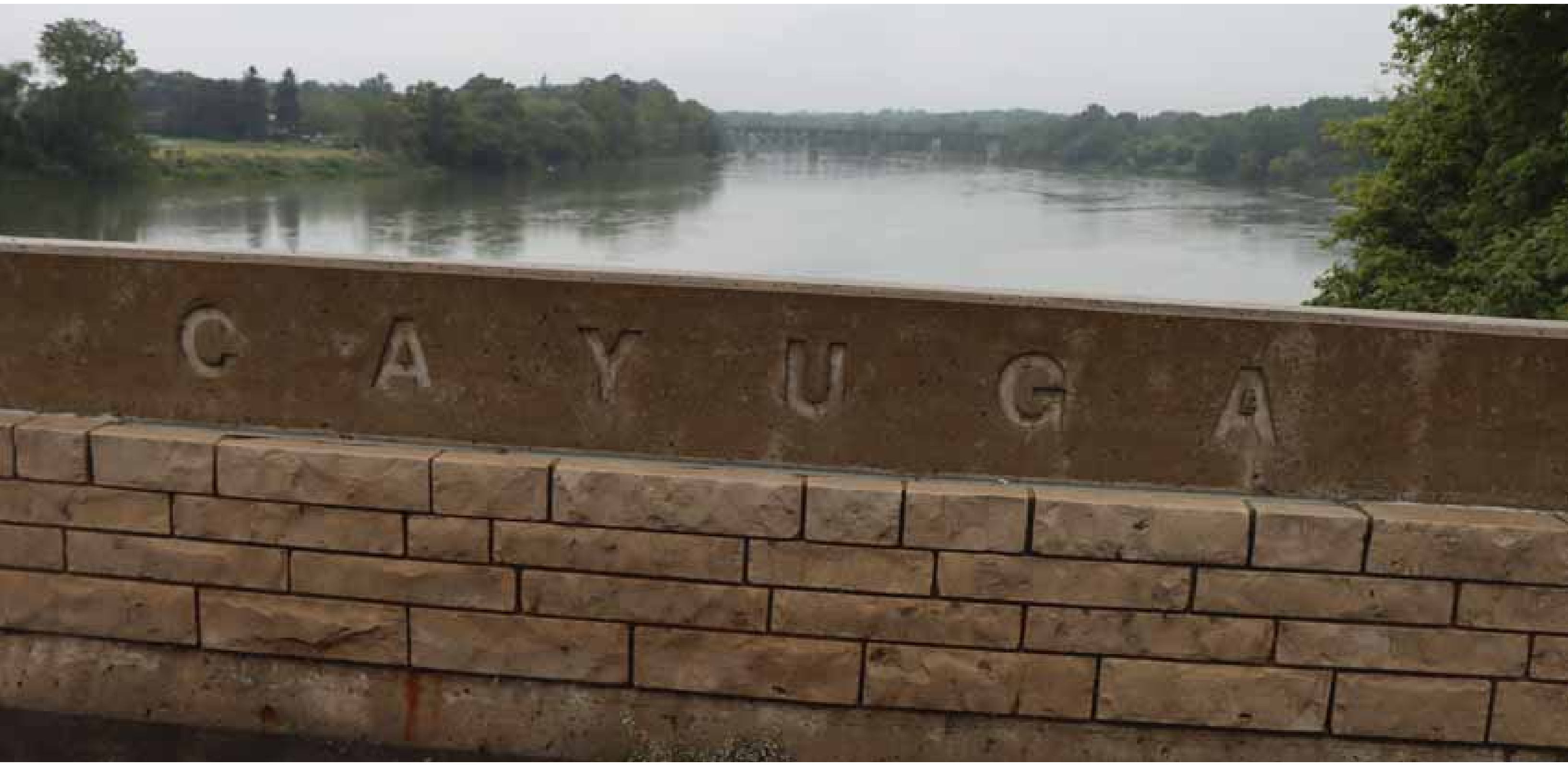


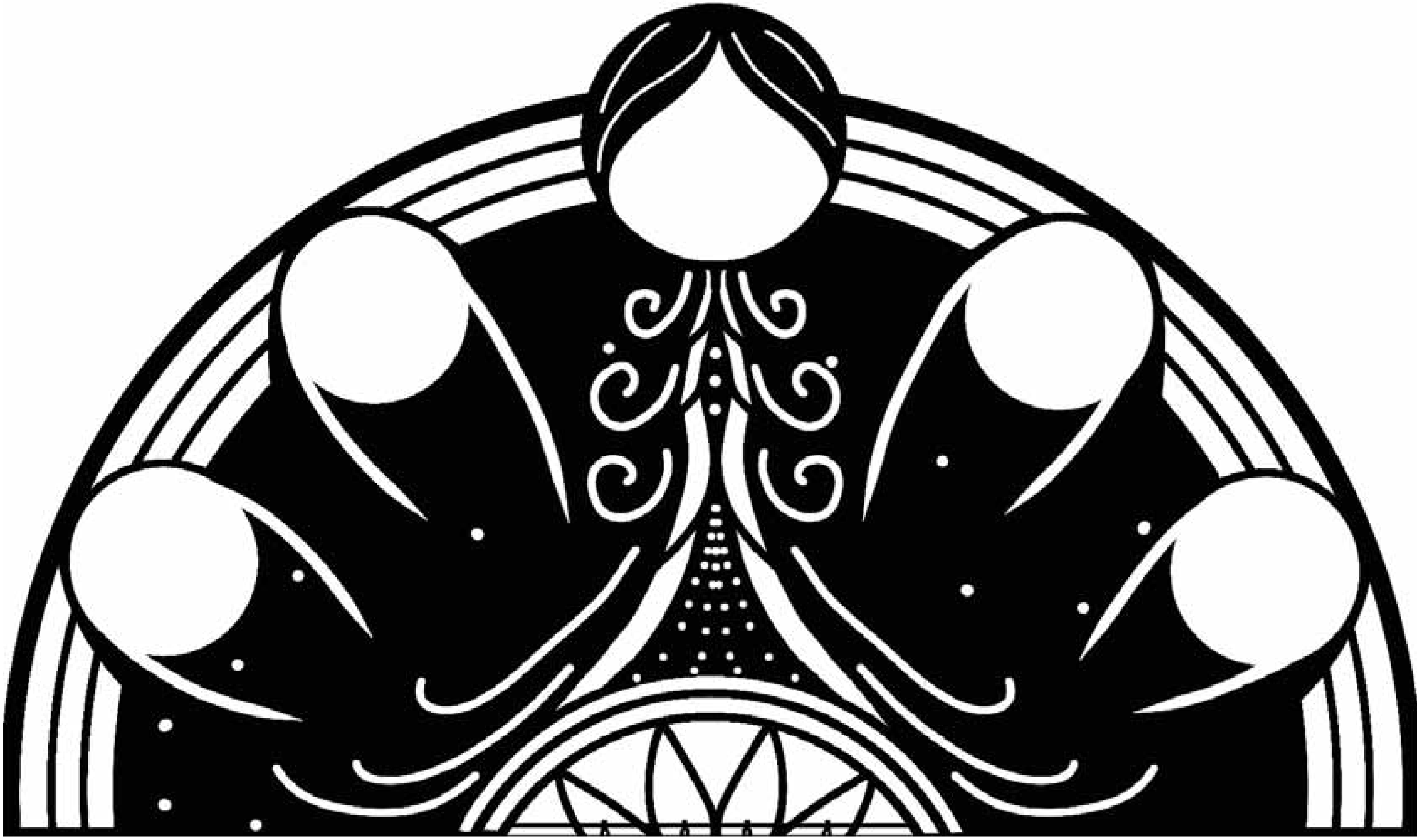
The Crown continued to extend its roadway system through the province, from Niagara to Detroit, cutting through the Haldimand Treaty lands. In 1829, the Niagara District Court of Quarter Sessions authorized construction of the Talbot Road (Highway #3) from Canborough to Rainham Townships, crossing the Grand River at the present-day Town of Cayuga. Lieutenant-Governor John Colborne proposed that Six Nations surrender, for sale for their benefit, 100-acre lots on either side of the Talbot Road. Six Nations agreed on condition that an "Indian Reservation" for use of the Six Nations be set aside, extending two miles back on either side of the Grand River.

Ignoring these terms, Lewis Burwell, Deputy Provincial Surveyor, surveyed lots of 200 acres, twice as far back from each side of the Talbot Road as agreed upon with Six Nations. The "surrender," dated April 19, 1831, followed Burwell's survey, and the lands were subsequently sold in 200-acre lots.

Without obtaining a surrender from Six Nations, the Crown further ordered the lands that were, under the surrender agreement, to be set aside as an "Indian Reservation" to be surveyed, subdivided into lots for the proposed Cayuga Town plot, and sold to trespassers.

When the waters of the Grand River rose after the Dunnville Dam was built, the shallow ford where the Talbot Road crossed it became impassable. Under pressure from settlers in the area, Lieutenant-Governor Colborne facilitated construction of a bridge at Cayuga in place of the ford. The Grand River Navigation Company and the Department of Indian Affairs once again misused Six Nations' Trust Funds to help pay for the bridge.





THOMAS ANDERSON

20

Validity of Purported Land Surrenders for Sale

Six Nations wished to establish a perpetual revenue stream for Six Nations' future needs by authorizing Captain Joseph Brant to nominate purchasers to lease Blocks 1, 2, 3, and 4 for 999 years to take care of Six Nations' future needs. Had these wishes been honoured, the Crown would not have needed to sell any other Haldimand Treaty lands for Six Nations' benefit

Lieutenant-Governor Simcoe obstructed Six Nations' plan to lease these lands, implementing instead his own vision for Upper Canada by inducing settlement and surrounding and isolating Six Nations within the Haldimand Treaty lands.

Enticed by the funds generated from the sale of Blocks 1 through 4, the government of the day set its sights on Six Nations' Trust Funds. So began the Crown's mismanagement of Six Nations' Trust Funds and all refusal to account for these funds. The Crown's Trustees siphoned off monies meant for Six Nations' sole use and benefit to pay government salaries, expenses and debts; invest in infrastructure projects such as roads, bridges, and canals; make loans to municipalities; and line their own pockets. Depletion of their Trust Funds placed pressure on Six Nations to surrender for sale more portions of the Haldimand Treaty lands to meet their needs.

Dissecting and parcelling out Haldimand Treaty lands became the mandate of subsequent Indian Agents and Crown policy-makers, who catered to land speculators, squatters, trespassers, and developers at the expense of Six Nations of the Grand River. Six Nations' funds literally bankrolled the early development of both Canada and Ontario.

Legal provisions have existed, from the Royal Proclamation of 1763 to the present day, that prohibit trespass on Indian lands and regulate the legal surrender and subsequent sale of such lands. These legal requirements prove the ongoing fiduciary duty of the Crown to protect Six Nations' interests in the Haldimand Treaty lands.

To confirm the validity of the following purported surrenders for sale, Six Nations requires Canada and Ontario to prove before the courts that they have fulfilled their fiduciary duties as relates to their "Surrender Duties," "Surrender Implementation Duties," "Appropriate Duties," and "Indian Management Monies Duties," as specified in Six Nations' Statement of Claim, and as relates to the enticements and promises made by agents of the Crown when a purported surrender was sought.

1 April 19, 1830 – Brantford Town Plot: Six Nations agreed to surrender for sale 600 acres as a Town plot for Brantford, provided trespassers left their other lands. The entire town plot was to be surveyed and divided into 0.25-acre lots and sold for no less than 10 pounds currency per lot, for the benefit of Six Nations. The agreed-upon 600 acres became 807 acres. No survey plans were produced for Six Nations' approval and many of the lots did not meet the minimum sale price. A good percentage of the lots were granted free of charge or on payment of the "patent fee" alone.

2 April 19, 1831 – Concession 1, North and South of the Talbot Road, North Cayuga Township: Six Nations consented to a surrender for sale of 100-acre lots on either side of the Talbot Road for Six Nations' benefit as long as the lands were first appraised at fair market value. Instead, the 100-acre lots were doubled to 200 acres each, increasing the amount of land to be sold and contrary to the agreement with Six Nations. Six Nations exempted from the surrender a reservation along the Talbot Road extending two miles back from either side of the Grand River for the sole use and benefit of Six Nations. Ignoring these terms, the Talbot Road was pushed through Haldimand Treaty lands to benefit land speculators and squatters who claimed pre-emptive privileges without compensation to Six Nations.

3 February 8, 1834 – South Cayuga, Dunn, and parts of Moulton and Canborough Townships: Six Nations did not receive all the monies they were promised and entitled to from earlier land transactions. The lost revenue put pressure on Six Nations to surrender for sale more land to replenish their Trust Fund and meet their needs. Agents of the Crown exploited this situation to convince Six Nations to surrender for sale an additional 50,212 acres.

4

April 2, 1835 – Township of Brantford: Trespassing and the removal of timber within the Haldimand Treaty lands constituted a major threat to Six Nations' well-being. The Crown failed to prevent these encroachments, and preferring to protect the trespassers' pre-emptive rights. Instead, Crown agents opted to sell to squatters Six Nations lands by promoting surrenders. So, it was when Sir John Colborne, in a meeting, said he would compel the squatters below the Brantford Bridge to leave their lands if Six Nations agreed to surrender for sale lands above the Brantford Bridge. On this condition, Six Nations consented to the surrender for sale of 48,000 acres, excluding the "Johnson's Settlement." Trespassing on Six Nations' Haldimand Treaty lands continued despite the Crown's promise.

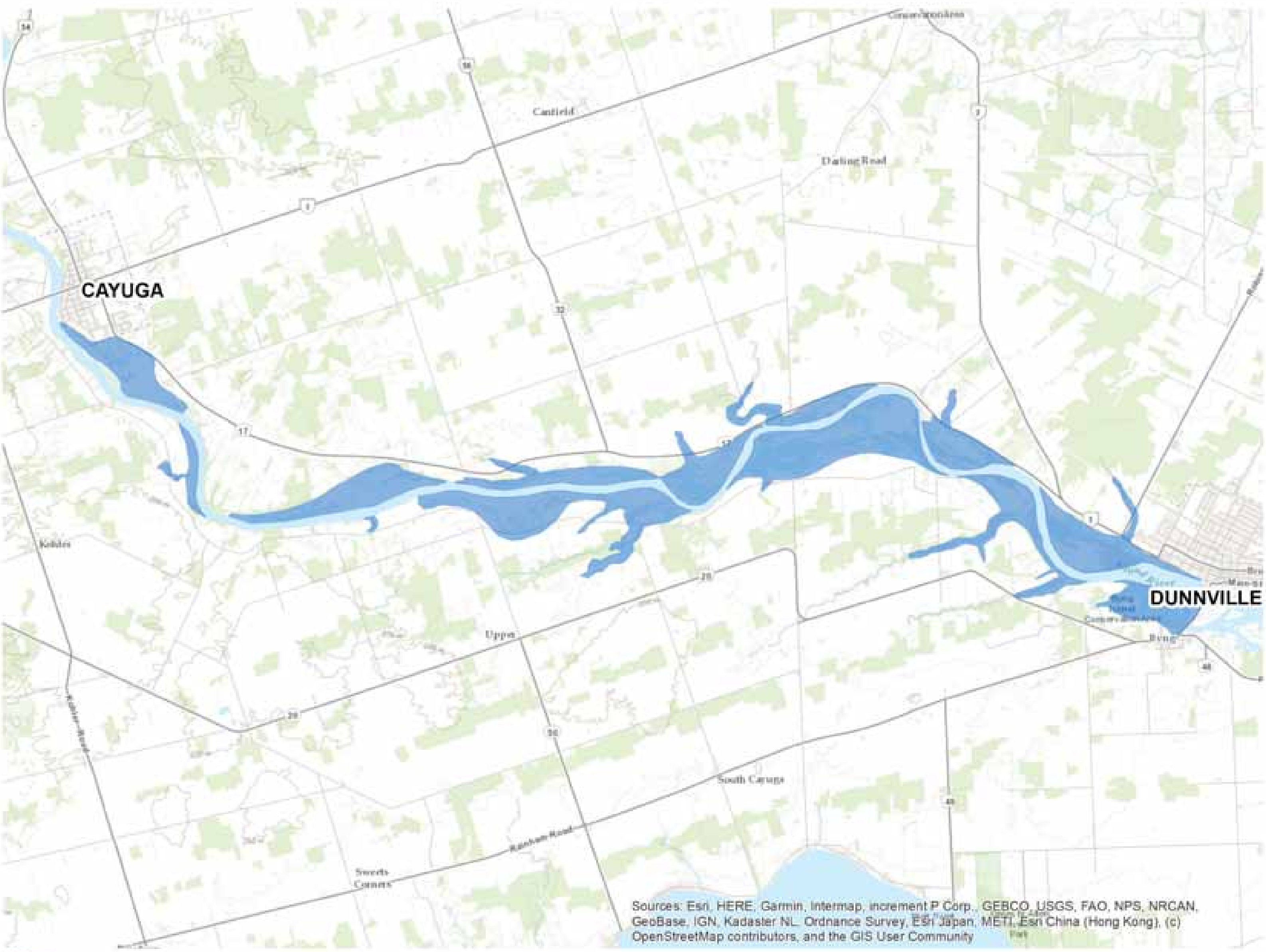
Should Canada and Ontario convince the courts that they have fulfilled their fiduciary duties and that all the lawful requirements for a valid surrender for sale has occurred in each of the above cases, an accounting will have to be made.

Each purported surrender will have to be analyzed on a lot-by-lot basis to determine whether:

- a proper survey of each lot was made
- each lot sold was of the correct dimensions
- the lands were properly valuated
- trespassers, squatters, and land speculators were not given preferential discounts
- timber and all natural resources taken from the lands were accounted and paid for
- all lots were paid for, with interest, within the specified times
- all road and street allowances were paid for in full
- all monies, excluding government fees and salaries, were collected, accounted for, and deposited into Six Nations of the Grand River's Trust Funds
- Six Nations' Trust Funds were disbursed for Six Nations' sole use and benefit and accounted for accordingly

21

Flooding of Six Nations Lands by the Welland Canal Company



On January 19, 1824, an Act of the Province of Upper Canada incorporated the Welland Canal Company as a Joint Stock Company. This Act allowed the Welland Canal Company to take and use lands, as required, to construct the Welland Canal. The canal would use the Welland River to link Lake Ontario and Lake Erie but also connect to the Grand River through its feeder canal and related works. Construction of the feeder canal involved building a dam across the Grand River at present-day Dunnville. The dam raised the water level of the Grand River and flooded some of the best Six Nations lands for more than 16 miles upstream. The Act that incorporated the Welland Canal Company required the Company to compensate the owners of any lands taken or used by the works. This included Six Nations.

In 1829, Six Nations protested the dam's construction because it would stop the passage of fish and because the subsequent flooding would destroy their crops, orchards, houses, and outbuildings along the Grand River, leaving them destitute and without shelter.

In 1833, Lewis Burwell, Deputy Provincial Surveyor, surveyed the lands flooded by the Welland Canal Company and found they comprised 2,393.65 acres. Since its construction, the Dunville Dam has been raised numerous times to better accommodate the flow of water to the Welland River and to power the mills along the feeder canal.

Using today's technology, it can be determined that the lands affected by the works of the Welland Canal Company total approximately 3,400 acres.

At Confederation, in 1867, all canals in the Province of Upper Canada with lands and water power attached to them were transferred to the Dominion of Canada. Six Nations continued to petition for compensation for their lands, so the Crown pushed to have the debt paid by Ontario. Ontario, Quebec, and Canada disputed which among them was liable following Confederation and none took responsiblity for fear of setting a precedent. Whether liability falls on Canada or Ontario or both will again be before the courts in the current litigation case.

Following the Specfic Claims Resolution Process, on January 21, 1994, Canada acknowleged liability for the Welland Canal Company's flooding of Six Nations of the Grand River's lands

https://caledoniabia.ca/directory/caledonia-old-mill/

22

Grand River Navigation Company

The Crown continued to populate the Haldimand Treaty lands with newcomers and to extend the works of the Welland Canal Company on the Grand River, training its sights again on the unsurrendered lands of Six Nations. To this end, in 1832 the Province of Upper Canada passed an Act to Incorporate a Joint Stock Company, to Improve the Navigation of the Grand River and created the Grand River Navigation Company. The Act granted or reserved tow paths, dams, locks, mill sites, courses, basins, railways, and warehouses for the use of the Company, including, in section II, a 66-foot-wide towing path allowance along both sides of the Grand River. Section VIII stipulated payment to Six Nations for the use of this land since they owned both sides of the river. When Six Nations learned of this initiative in 1832, they repeatedly protested the intrusion on, flooding of, and destruction of their lands.

Ignoring these protests and without Six Nations' knowledge or consent, Crown officials misappropriated Six Nations' Trust Funds and transferred Six Nations lands to the Grand River Navigation Company. Proper surrenders were not obtained and just compensation was not made. The Grand River Navigation Company Board of Directors and government officials were more concerned about promoting development and satisfying the greed of land speculators, squatters, mill owners, and merchants who fronted the Grand River between the proposed Town plot of Cayuga and Town plot of Brantford. Grand River Navigation Company operations facilitated the illegal logging of Six Nations forests, resulting in millions of board feet of lumber shipped annually upon the Grand River.

Sir John Colborne, Lieutenant-Governor of Upper Canada, was well aware of the plan to use Six Nations' Trust Funds to finance the Company's operations. In 1834, Crown agents reported, "The Directors of the Company are well acquainted, that the advances of sums to enable them to carry on the works, depended on the puntual [punctual] payment of the instalments due on sales of Indian lands; and that every effort has been made to supply them with funds, and in fact that the Trustees have raised the sums for the use of the Directors which then consented to advance."

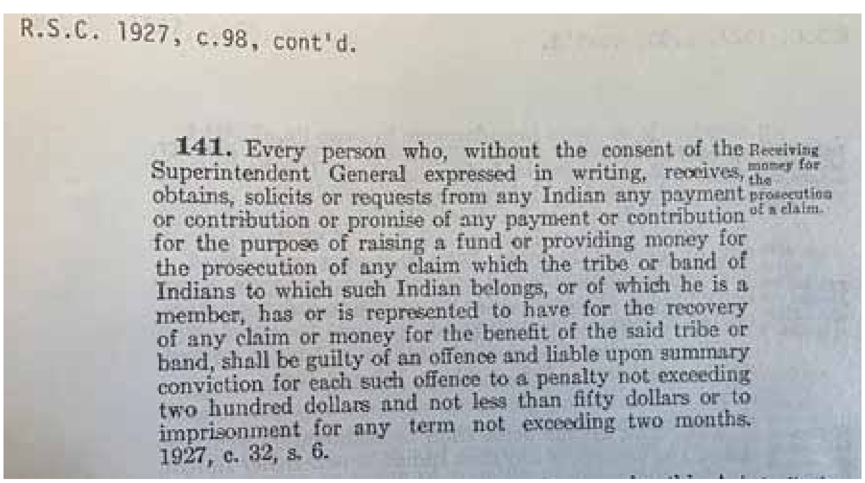
The actions of Crown officials who used Six Nations' Trust Fund monies to purchase shares in the Grand River Navigation Company were later condemned by the Executive Government of Upper Canada as unadvised and imprudent.

Furthermore, Crown officials were in direct conflict of interest. They were fiduciarily responsible for protecting Six Nations lands against trespassers, but they promised trespassers on Six Nations lands a right of pre-emption. They also acted as Directors and Presidents of the Grand River Navigation Company and oversaw all sales of land and expenditure of funds in support of the Company's works and for the salaries of its officials.

These arrangements were made without Six Nations' knowledge, without just and full compensation, and without obtaining lawful surrenders from Six Nations consenting to the sale of the lands. Reports on Six Nations' affairs in 1840 reveal that Crown agents took active steps to find settlers for Six Nations lands and received money in exchange for securing their rights of pre-emption on those lands. It is clear the well-being of the squatters was the Crown agents' priority.

Six Nations' Trust Funds were depleted through misappropriation and theft by various Indian Agents and Crown Trustees who invested them in the Grand River Navigation Company, the Cayuga Bridge, and numerous other government infrastructure projects. The Crown's solution was once again to promise to remove squatters from Six Nations lands and replenish Six Nations' Trust Funds by obtaining further land surrenders.

Six Nations' efforts to seek justice in this matter were thwarted by the passage of section 141 of the 1927 Indian Act, which prohibited First Nations from raising funds to independently hire lawyers. Six Nations was limited in their efforts to pursue a case against Canada for defrauding us of both our lands and our monies for Grand River Navigation Company works and operations.



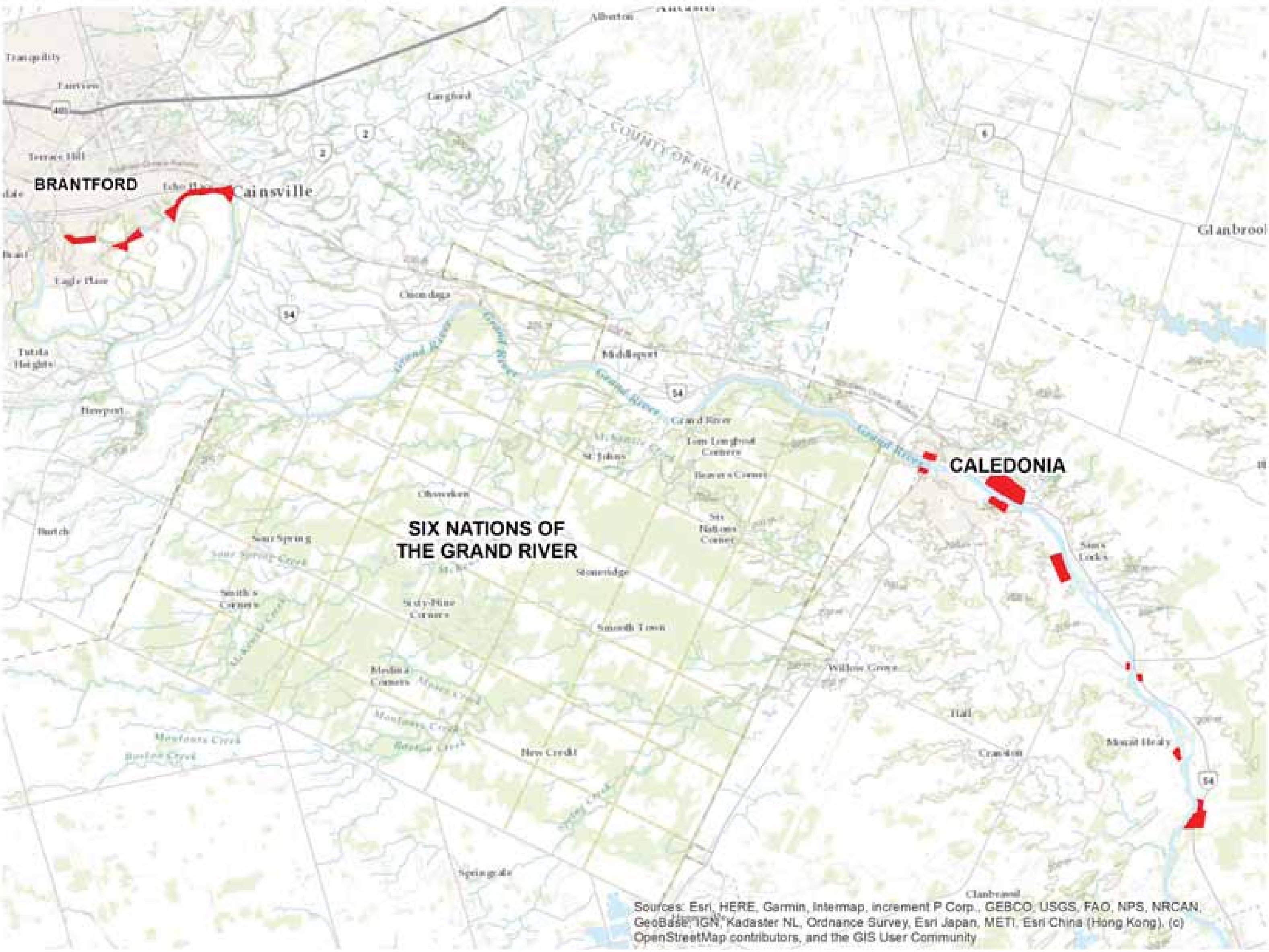
R.S.C. 1927, c.98, cont'd.

141. Every person who, without the consent of the Superintendent General expressed in writing, receives, obtains, solicits or requests from any Indian any payment or contribution or promise of any payment or contribution for the purpose of raising a fund or providing money for the prosecution of any claim which the tribe or band of Indians to which such Indian belongs, or of which he is a member, has or is represented to have for the recovery of any claim or money for the benefit of the said tribe or band, shall be guilty of an offence and liable upon summary conviction for each such offence to a penalty not exceeding two hundred dollars and not less than fifty dollars or to imprisonment for any term not exceeding two months. 1927, c. 32, s. 6.

Receiving money for the prosecution of a claim.

Six Nations tried to bring the matter of the mismanagement of their trust funds, tow path lands and the 368.7 acres expropriated by the Grand River Navigation Company before the courts in 1943 and 1944, but we were frustrated in our efforts and the case was not resolved. Six Nations is entitled to full and fair compensation for the loss of lands and money invested in the now defunct GRNC.

368.7 ACRES EXPROPRIATED BY THE GRAND RIVER NAVIGATION COMPANY



23

Lands Intended to be Leased

As previously noted, Six Nations intended to lease Blocks 1, 2, 3, and 4 for 999 years to create an independent, ongoing source of revenue that could meet Six Nations of the Grand River's current and future needs, using lands "which them and their posterity are to enjoy for ever." This intention ran counter to Lieutenant-Governor Simcoe's land policy, which sought to keep Six Nations dependent on the British Crown in case they were needed for another war with the Americans.

Life leases were granted on other lands to certain United Empire Loyalists who had married into Six Nations. These lands were "never to be transferred to any other whomsoever." On the deaths of those individuals, these lands were to be returned to Six Nations.

Squatters claimed pre-emptive rights to lands through alleged Joseph Brant leases. This practice continued well after May 1, 1802, when Joseph Brant relinquished any acting authority he may have had on behalf of Six Nations, and even after his death in 1807. Yet Crown officials issued grants of land to squatters who claimed to hold "Brant leases" without providing proof or producing the leases as required.

Crown officials acknowledged on May 3, 1821, that if the Six Nations were permitted to continue to lease their lands it "would render the Six Nations of Indians the wealthiest proprietors in the Province." The pressure to appease squatters outweighed, for these Crown officials, their fiduciary duty to protect against trespass and squatting on Six Nations lands.

HAMILTON - PORT DOVER PLANK ROAD AND TIERS OF LOTS THROUGH SENECA AND ONEIDA TOWNSHIPS

On March 16, 1834, the Province of Upper Canada passed An Act to Authorize the Construction of a Road from Hamilton, in the Gore District, to Port Dover, in the London District. By this Statute, seven commissioners were appointed to obtain the surrender of lands required for the road, make payments for these lands, and appoint arbitrators to award damages.

When Six Nations realized their many protests would not stop the road from being built, they refused the sale of anymore lands. Marcus Blair, Senior Deputy of Woods and Forests, reported on January 4, 1835, that since Six Nations refused to sell more lands, leasing the lands would be the next best thing. With this understanding, on January 16, 1835, Six Nations consented to lease half a mile of land on either side of the Hamilton–Port Dover Plank Road.

On April 5, 1835, James Givens, Chief Superintendent of Indian Affairs, specified terms for the leases:

- “The Lessees may probably be allowed to have a right of pre-emption should the leased lands ever be alienated, and this Condition inserted in the leases.”
- “The rents may probably be allowed to increase every seven years for 21 years at a fixed rate.”
- “No spirits to be sold on the Road.”
- “The Lot nearest the Grand River to be retained by the Indians.”
- “No promises whatever to be made in regard to any Indian Land adjoining the leased lands."
- “In respect to the cutting of timber, you will again propose to the Indians to give their consent to allow licenses to be issued to cut timber on certain lots bordering on the river, say a quarter of a mile in length, and extending to a certain number of acres from the river. The leases to be countersigned by the Trustees.”

During talks in 2006 and 2007 between Canada, Ontario and the Haudenosaunee/Six Nations at the negotiating table in Douglas Creek, Canada confirmed no agreement was reached for the surrender of lands for the Hamilton–Port Dover Plank Road nor was any payment made for the lands taken for the road within the Six Nations Haldimand Treaty lands.

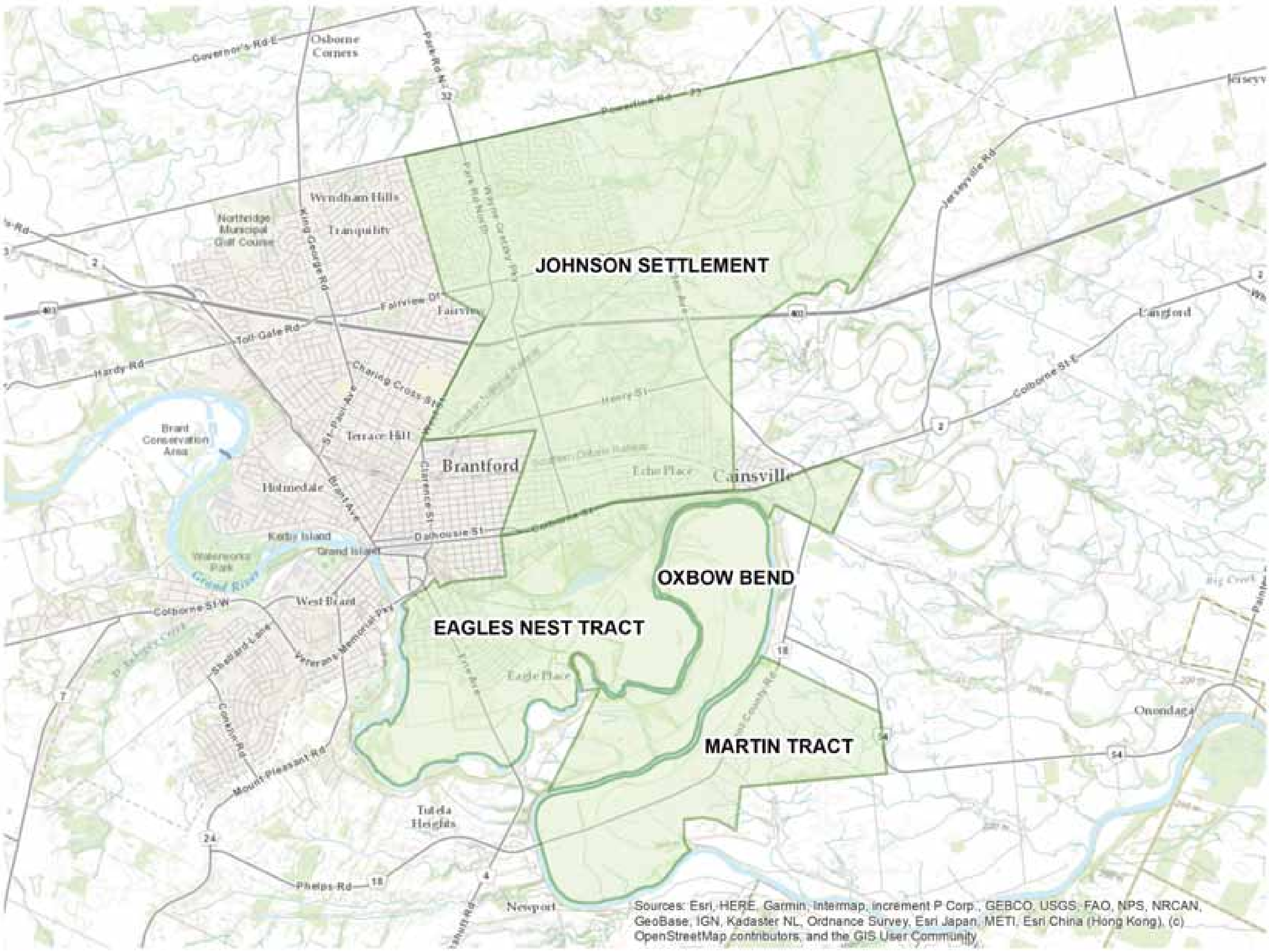
When Canada’s representatives could not produce a surrender for sale of the half mile of lands on either side of the Hamilton–Port Dover Plank Road in Oneida and Seneca Townships, legal representatives Ronald L. Doering and Deborah Corber concluded that although a specific surrender for these lands did not exist, they believed Six Nations “intended to surrender the Hamilton–Port Dover Plank lands for sale.”

OXBOW BEND, EAGLES NEST TRACT, JOHNSON SETTLEMENT AND MARTIN TRACT

By Order-in-Council of October 4, 1843, the lands identified as the Oxbow Bend (1,200 acres); Eagles Nest Tract (1,800 acres); Martin Tract (1,500 acres); and Johnson Settlement (7,000 acres) were to be reserved for the Six Nations and leased upon short terms.

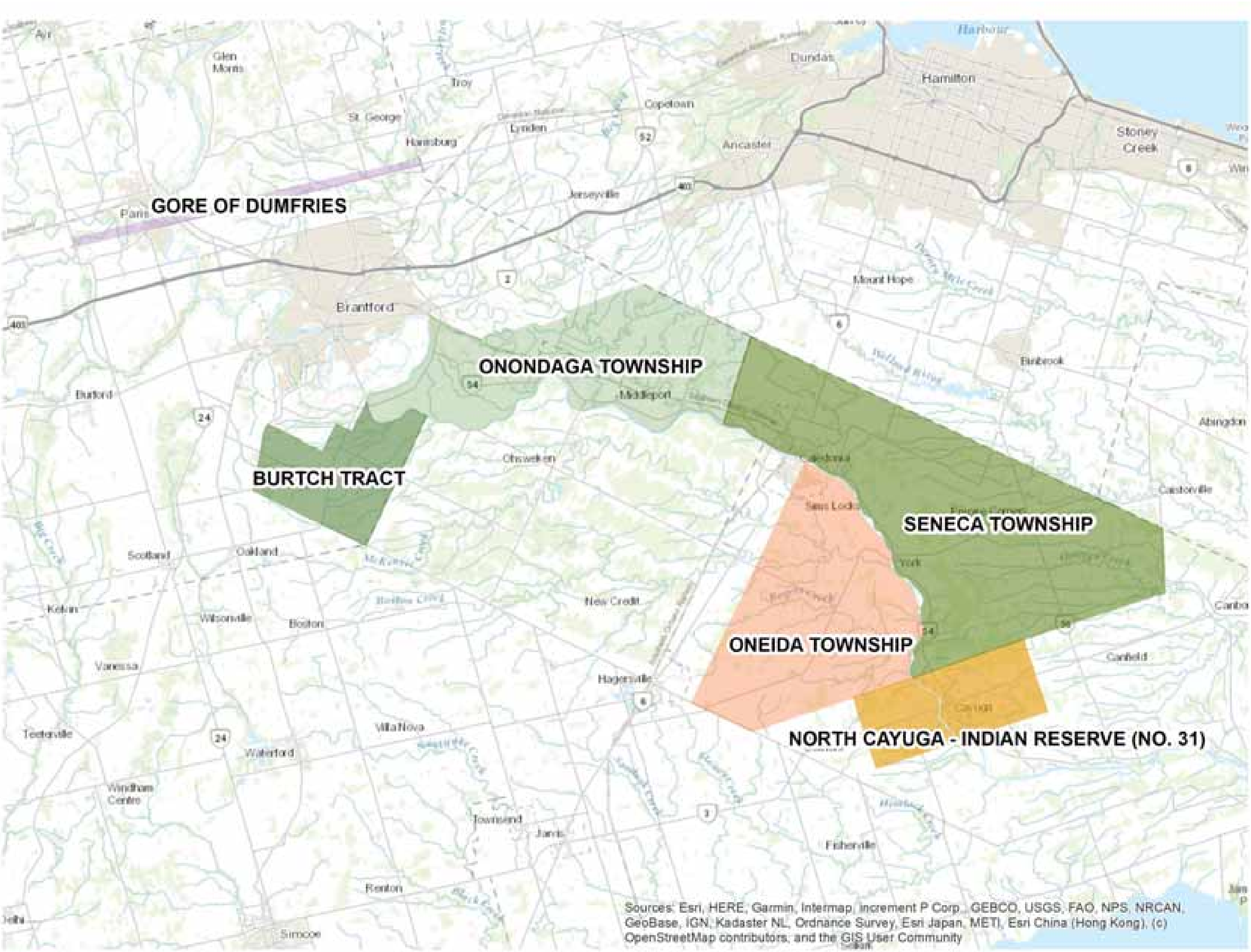
In addition to reducing the sale of the lands by 25 percent in the Townships of Dunn and Cayuga, the Executive Council confirmed that they had no wish to procure the surrender of any portion of the land against the free wishes of the "Indians" (Six Nations).

There is no surrender for the sale of the Oxbow Bend, Eagles Nest Tract, Johnson Settlement, or Martin Tract.



24

1840s Attempts to Appease Squatters



From Lieutenant-Governor John Graves Simcoe's 1790s land settlement policy on, the Crown followed a practice of opening Six Nations' Haldimand Treaty lands to newcomers. By the 1840s, Indian Agents actively promoted encroachment on Six Nations lands, assuring squatters of their effective right of pre-emption and even assisting them with land speculation and purchases. Earlier commitments by Crown representatives to prevent trespassing on and to remove trespassers from Six Nations' lands if in exchange Six Nations consented to surrender more land were not honoured. Squatters knew the Crown would favour them and grant them pre-emptive rights to the lands they occupied. The Crown's negligence gave squatters time and opportunity to exploit the timber and natural resources at their locations. They were also able to sell the lands to one another and receive compensation for any improvements made. Such compensation usually came at Six Nations' expense since it was normally discounted from the land's sale price.

In response to petitions by Six Nations, Indian Agent Samuel P. Jarvis issued instructions to John W. Gwynne to report on illegal trespassing and cutting down and removing timber on Six Nations lands. Gwynne reported in 1840 that at least 700 families were then trespassing on Six Nations lands, a practice, alongside squatting and the removal of timber, encouraged by Crown agents. He gave the following examples:

> "David Thompson, Esquire, a Justice of the peace, himself a speculator and encouraging others to intrude in the hope that by bringing numbers upon the Tract the Government would be compelled to seek a surrender from the Indians and that those settled would not be disturbed has without doubt been a great cause of the trouble which has arisen in relation to these lands, he has openly declared his determination to maintain his title to these lands and that he would still continue to purchase from the Indians –he has encouraged others to do likewise . . . The Gentleman who is believed to be a Government Agent at Brantford, Mr Lewis Burwell, has long filled the twofold occupation of Legal Adviser of these purchases and Surveyor of the land; there is scarcely a Lot occupied which has not been surveyed by him for the Intruder and many of the Leases from the Indians are drawn and witnessed by him..."

Gwynne recommended a system of strong government leases to protect the squatters because their complete removal, in his opinion, would not be just or in their best interest.

The Crown and its agents failed to protect Six Nations' interests in the Haldimand Treaty lands. On June 24, 1830, they began inducing Six Nations to consent to conditional surrenders by promising that squatters would be removed from Six Nations' remaining lands. Jarvis reported on April 17, 1841, that Six Nations "would not consent to any surrender similar in terms to former surrenders." Two separate petitions that year by Six Nations to the Governor General of North America charged that Jarvis used intimidation, failed to explain the true nature of the surrenders, and did not obtain the required consensus.

To be valid, the purported surrender of 1841 would have to meet ALL the following requirements of a lawful land alienation:

- a sketch identifies the lands in question
- the surrender is made at a public council with “Great Solemnity and Ceremony” according to the “ancient usages and customs of the Indians” (in this case, Six Nations) to whom the lands belong
- the decision is made, in the case of Six Nations, by consensus, in keeping with the protocols of the Haudenosaunee Confederacy Council, and is unanimous
- qualified interpreters are present and the proceedings are translated into all six languages
- the Governor or two persons commissioned by him, the Superintendent of Indian Affairs, two or three members of his department, and at least one military officer are present at the public council
- a proper explanation is given to “the Indians” of the nature and extent of the proposed disposition and the proceeds to be paid to them in complete and just compensation
- the deeds of conveyance and descriptive plans of the lands conveyed are attached to the deed and executed in public by the “Principal Indian Chiefs” and the Superintendent of the Indian Affairs or his appointee and are duly witnessed

The Crown has recognized its fiduciary obligation to Six Nations of the Grand River, by enacting legislation that protects Six Nations of the Grand River lands and regulates dispositions of those lands.

When considering whether to accept an absolute or conditional surrender by Six Nations, the Crowns’ fiduciary duties (“Surrender Duties”) are to ensure:

- the surrender is made in accordance with the applicable procedural requirements
- Six Nations consents to the surrender
- the surrender reflects Six Nations’ intention
- the surrender is not exploitative

In the case of land that has been subject to surrender, whether absolute or conditional, the Crowns' fiduciary duties ("Surrender Implementation Duties") are:

- to advance the best interests of Six Nations
- to give effect to Six Nations' intention in making the surrender, including fulfilling any conditions
- to seek Six Nations consent for any change in the surrender's terms and implementation
- to scrutinize the proposed transaction to ensure that it is not exploitative
- to fully disclose material information regarding the Crown's dealings with or management of the Reserve land

If the 1841 document is determined to be legal, which Six Nations deny, then a lot-by-lot analysis will be required to determine whether:

- a proper survey of each lot was made
- each lot sold was of the correct dimensions
- the lands were properly valuated
- trespassers, squatters, and land speculators were not given preferential discounts
- timber and all natural resources taken from the lands were accounted and paid for in full at a fair price
- all lots were paid for, with interest, within the specified times
- all road and street allowances were paid for in full
- all monies, including government fees and salaries, were collected, accounted for and deposited into Six Nations of the Grand River's Trust Funds
- Six Nations' Trust Funds were disbursed for Six Nations' sole use and benefit and accounted for accordingly

Through neglect, mismanagement, and theft, Crown Officials used the sale of Six Nations lands as a source of revenue for personal gain, salaries, and Crown initiatives, whether Six Nations' consent was given or not.

For example, Government Executive Orders-in-Council on November 27, 1840, and October 4, 1843, authorized the sale of Six Nations lands to pay for the works of the Grand River Navigation Company and remedy the bad investment in the company made on Six Nations' behalf and despite Six Nations' protests. The matter of the Grand River Navigation Company remains unresolved to this day.

On August 23, 2006, during negotiations intended to resolve Douglas Creek between Canada, Ontario and Haudenosaunee/Six Nations, federal historian Michael McCulloch argued that the alleged 1841 surrender document "does nothing." The parties at the negotiating table agreed the alleged surrender does nothing.

In view of the foregoing, Canada must account for how the following lands were lawfully surrendered to be sold:

a. The Gore of Dumfries lots and the Governors Road between Block 1 and the lands described in the April 2, 1835, Township of Brantford document.

b. The lots, including the Burtch Tract lots, lying between the lands described in the April 2, 1835, Township of Brantford document and the Township of Tuscarora.

c. The Township of Onondaga, adjacent to the Six Nations Indian Reserve lands.

d. The Township of Seneca.

e. The Township of Oneida, adjacent to the Six Nations Indian Reserve lands, and that portion of Six Nations lands occupied by the Mississaugas of the Credit.

f. The tier of lots along the Talbot Road, two miles back from either side of the Grand River, and the Talbot Road itself.

"There can be no peace or harmony unless there is justice"
Royal Commission on Aboriginal Peoples, 1996

ASHLEY CATTRYSSE

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Other Issues of Lands and Resources

OIL AND NATURAL GAS EXTRACTION

At various times, the Crown failed to protect Six Nations of the Grand River's interests in the natural resources underlying the Six Nations of the Grand River Reserve by neglecting to take steps to prevent third parties from removing natural resources from the Reserve without proper authority or proper compensation. On May 20, 1925, Six Nations authorized the Crown to issue a 21-year lease to the Honourable Edward Mitchener for the oil and gas rights under the Six Nations Reserve. On December 31, 1928, Edward Michener assigned his rights to Petrol Oil & Gas Company Limited.

On July 18, 1947, the Deputy Minister of the Department of Indian Affairs advised Petrol Oil & Gas Company Limited that the Michener lease had expired on July 15, 1945, and the Company had no authority to drill wells or continue to extract natural gas from the wells on Six Nations. From July 15, 1945, through November 18, 1970, Petrol Oil & Gas Company Limited continued to drill wells and extract natural gas from Six Nations of the Grand River Reserve without lawful entitlement to the gas or lawful authority to drill and extract natural gas.

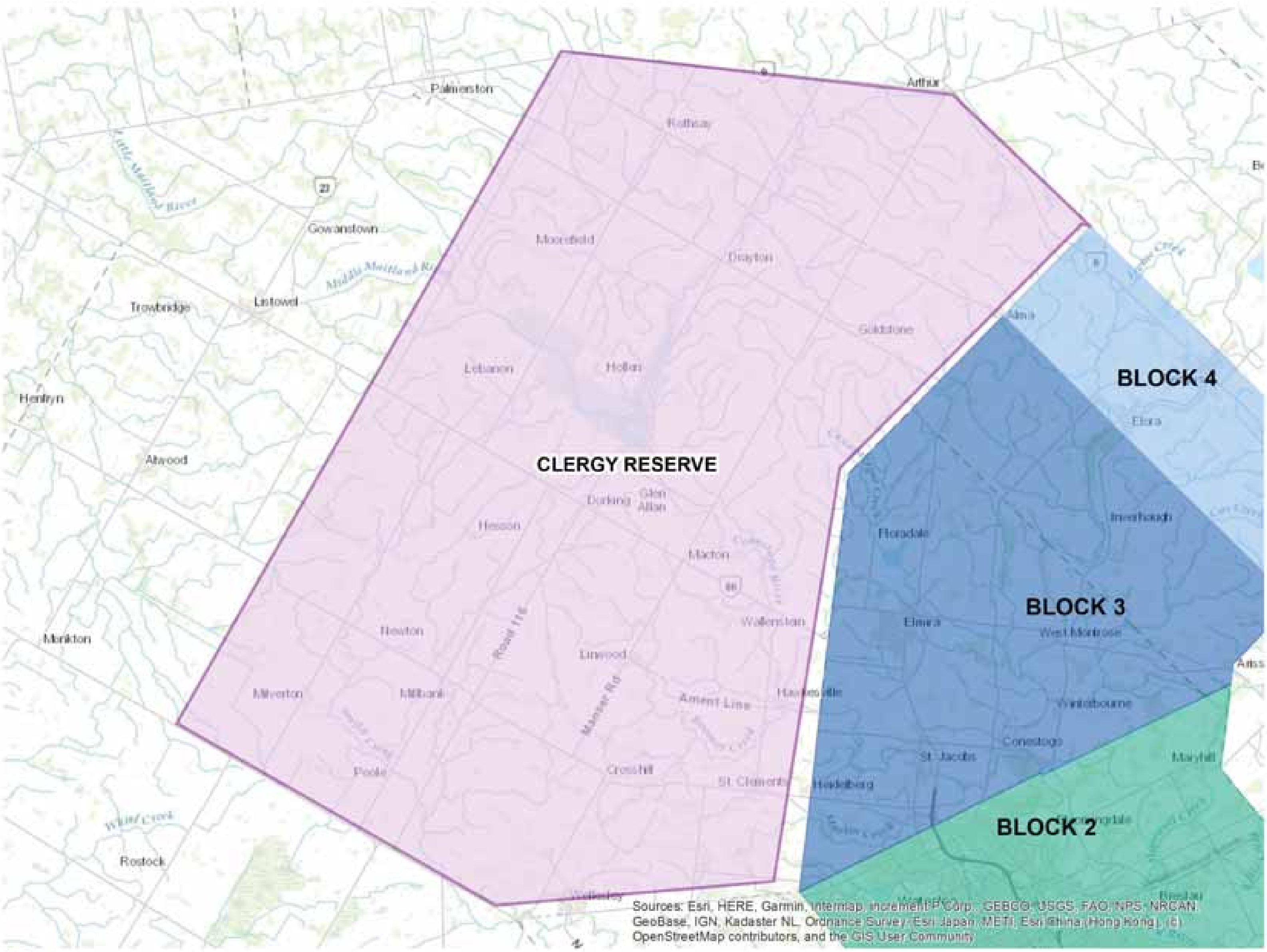
Canada should account to Six Nations' Trust, at the fair market value, for all the natural gas extracted by POG from the Six Nations of the Grand River Reserve.

NEW ENGLAND COMPANY

Lewis Burwell, Deputy Surveyor, reported to David Thorburn, Chief Commissioner of Indian Lands, that the Charter of the New England Company gave the company possession of more than 664.83 acres of Six Nations lands throughout the Haldimand Tract, from which it received revenue in the form of rentals. In 1914, the Exchequer Court of Canada stopped the New England Company from selling without authorization any more of Six Nations lands in and around the City of Brantford. The New England Company's actions are directly related to Six Nations' reduced land holdings within the present-day City limits of Brantford and associated with the "Mohawk Residential School" in Brantford. An accounting for these lands and monies must take place.

HALDIMAND TRACT CLERGY RESERVE

A Clergy Reservation containing 257,772 ¾ acres was laid out commensurate to the Haldimand Tract for Six Nations. By Order-in-Council of September 24, 1842, this Clergy Reserve for the Six Nations, as surveyed by William Walker, Deputy Provincial Surveyor, was reduced to 253,557 acres. By the report to the Committee of the Executive Council on July 18, 1844, it was agreed the legal consequence of reserving a seventh out of every Crown Grant as it relates to the Mohawk (Haldimand) Tract was to be a source of profit and support for the Six Nations Indians. An accounting as to what happened to the funds related to the Haldimand Tract Clergy Reserve is needed.

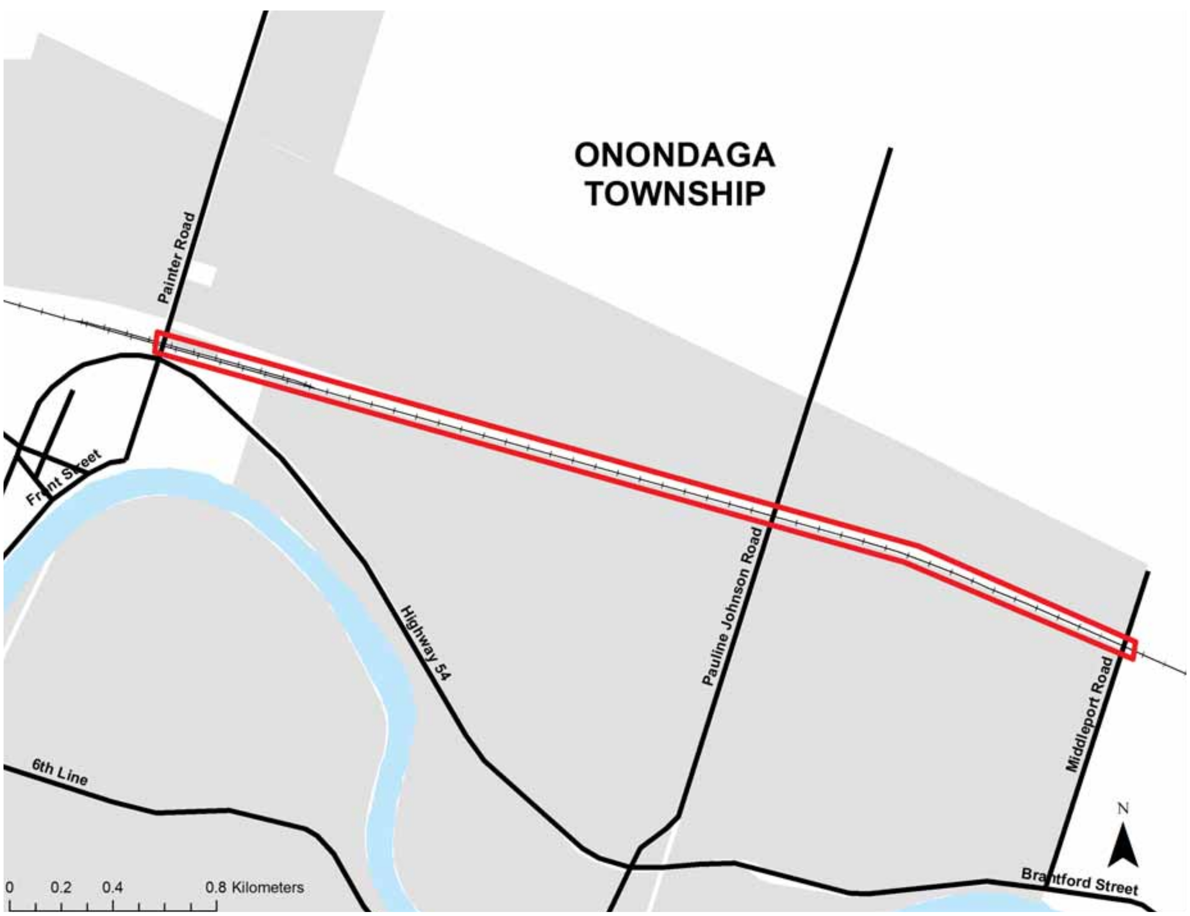


CANADIAN NATIONAL RAILWAY RIGHT OF WAY LOTS 45 – 61, ONONDAGA TOWNSHIP

On August 21, 1956, W. C. Bethune, Superintendent of Reserves and Trusts, advised the Canadian National Railway that no record existed of a railway right-of-way being surrendered by Six Nations. H. T. Vergette, Head of Land Titles Section for the Department of Indian Affairs and Northern Development advised:

> "We asked the Department Legal Adviser for his views on the status of the lands underlying the Railway right-of-way. He is of the opinion that there was no outright alienation of the lands in question and that a right-of-way was granted the Company in the nature of a licence to use and that license was and is revocable."

Graham Swan, Director of Lands Directorate, Lands and Environment Indian and Northern Affairs Canada, told Six Nations that his office could not locate any evidence of a licence having been issued for use of the railway right-of-way. Canada must account for the legal authority by which the Canadian National Railway uses the railway crossing on lots 45-61 in Onondaga Township.




THOMAS ANDERSON

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The Need for an Accounting

Captain Joseph Brant and Six Nations agreed to lease Blocks 1 through 4 of Six Nations' Haldimand Treaty lands to generate a revenue stream for the next 999 years, independent of the Crown and free of the Crown's control. Both Governor General Lord Dorchester and Receiver General Peter Russell, John Graves Simcoe's replacement, understood this. When the Crown intervened and took control of the sale and management of revenues from Blocks 1, 2, 3, and 4 and of the transactions related to Blocks 5 and 6, it was on the express understanding that these lands or their proceeds would be for Six Nations and their posterity forever. To this end, Russell appointed William Claus (Deputy Superintendent of Six Nations), David Smith (Acting Surveyor General of Upper Canada), and Alexander Stewart (Attorney) as Crown Trustees to manage Six Nations' financial affairs in relation to the proceeds from these land leases.

In response to an inquiry into the gross neglect of duty exhibited by Six Nations' Trustees, on May 18, 1804, the Executive Council ordered the proceeds from these land leases to be deposited in an eminent Banking House in London, England. Monies began to be deposited with Coutts & Company in

London, England, in November 1805, and on November 9, 1806, Six Nations acknowledged that their money had been transmitted to England where "they know it will be safe." Since this directive came from the Crown, the Crown is required to make a full accounting of Six Nations' funds held by Coutts & Company.

William Claus served as a Six Nations Trustee during his paid government role as Deputy Superintendent General of Indian Affairs until his death in 1826. The Government then appointed his son, John Claus, to manage Six Nations' Trust. Lieutenant-Governor John Colborne removed John Claus in 1829 for defalcation (misappropriation of funds) and for not accounting for Six Nations' funds pertaining to his fathers' duties and his own. In 1831, the Receiver General's Office determined that the combined Claus family debt owed to Six Nations was more than 5,600 pounds currency. The Crown tried to settle the Claus family debt by transferring to Six Nations' Trusteeship, 900 acres in Innisfil Township and 4,000 acres in East Hawkesbury Township. The move simply increased the debt by way of legal fees, municipal taxes, and settlement costs paid from Six Nations' Trust Funds. Through the Specific Claims Resolution Process, on May 31, 1993, Canada acknowledged the Innisfil and East Hawkesbury Townships misappropriations.

In 1830, Lieutenant-Governor Colborne arbitrarily replaced the Crown's Trustees with George M. Markland (Executive Council Member), John Henry Dunn (Receiver General), and James Baby (Inspector General), who were made responsible for Six Nations' property and assets. William Hepburn replaced James Baby after Baby's death in 1833. A report published April 22, 1839, by Justice J. B. Macaulay on the Management of Indians and Indian Affairs in Upper Canada found that transactions often lacked documentation and, as such, there was no way to account for the monies received from Six Nations' land sales or other sources. The report recommended dismissal of the present Trustees. Markland, Dunn and Hepburn's duties as Crown Trustees for Six Nations ceased on June 30, 1839, placing Six Nations' Trust under the management of the Indian Department, under the Executive Government.

On behalf of the Crown, Samuel P. Jarvis, Chief Superintendent of Indian Affairs in Upper Canada from 1837 to 1845, became responsible for Six Nations' Trust Funds, land transactions and the proceeds from any land transactions. Jarvis felt he had discretionary power over all Indian funds managed by the Crown and treated himself to a raise of 350 pounds currency, drawn from Six Nations assets, to support his family and give them an education.

From his appointment in 1837, Jarvis entered into conflict of interest between his duty to protect Six Nations' lands against squatters and his facilitation of intrusions on their lands. Six Nations lodged petitions against him to government officials, charging that he promised to stop squatters but did not, he withheld funds from Six Nations, he had not accounted for monies collected on Six Nations' behalf, and he used intimidation and threats to coerce Six Nations into surrendering for sale more land.

In 1842, Governor Charles Bagot established the Bagot Commission to investigate the Management of Indians in Upper Canada. Regarding Samuel P. Jarvis, the report found, among other things, that he:

- forged Indian signatures
- obtained Indian signatures under false pretences
- fabricated fictitious documents
- falsified records
- failed to account that Indian trust monies were used for the purposes for which they were withdrawn
- submitted inaccurate and incomplete reports
- neglected binding orders from government officials

The Bagot Commission determined that Six Nations' Trust, both lands and monies, had been mismanaged and concluded, "If the property of these Indians [Six Nations] had been properly managed, they would, at the present time, have been an independent and opulent people."

As a result of the Bagot Commission's investigation into Jarvis' financial affairs as Chief Superintendent of Indian Affairs, Governor Charles Metcalf ordered an investigation to determine his liability. Charles Anderson, an accountant in the Inspector General's Office, found that Jarvis owed the Crown 6,375.06.11 pounds currency, a portion of which was due to Six Nations. Even following this determination, the Crown failed to restore to Six Nations the amount Jarvis owed.

On November 15, 1979, the Parliament of Canada directed the Auditor General to conduct an audit of Indian Trust accounts generally. To date, no report on any such audit has been supplied to the Six Nations of the Grand River.

On October 23, 1992, Six Nations of the Grand River, by its solicitors, requested the Crown give a full general accounting of all transactions involving the property held for the benefit of Six Nations of the Grand River, including all sales and leases of land and all monies held by the Crown since 1784. The Crown in right of Canada has refused to do so.

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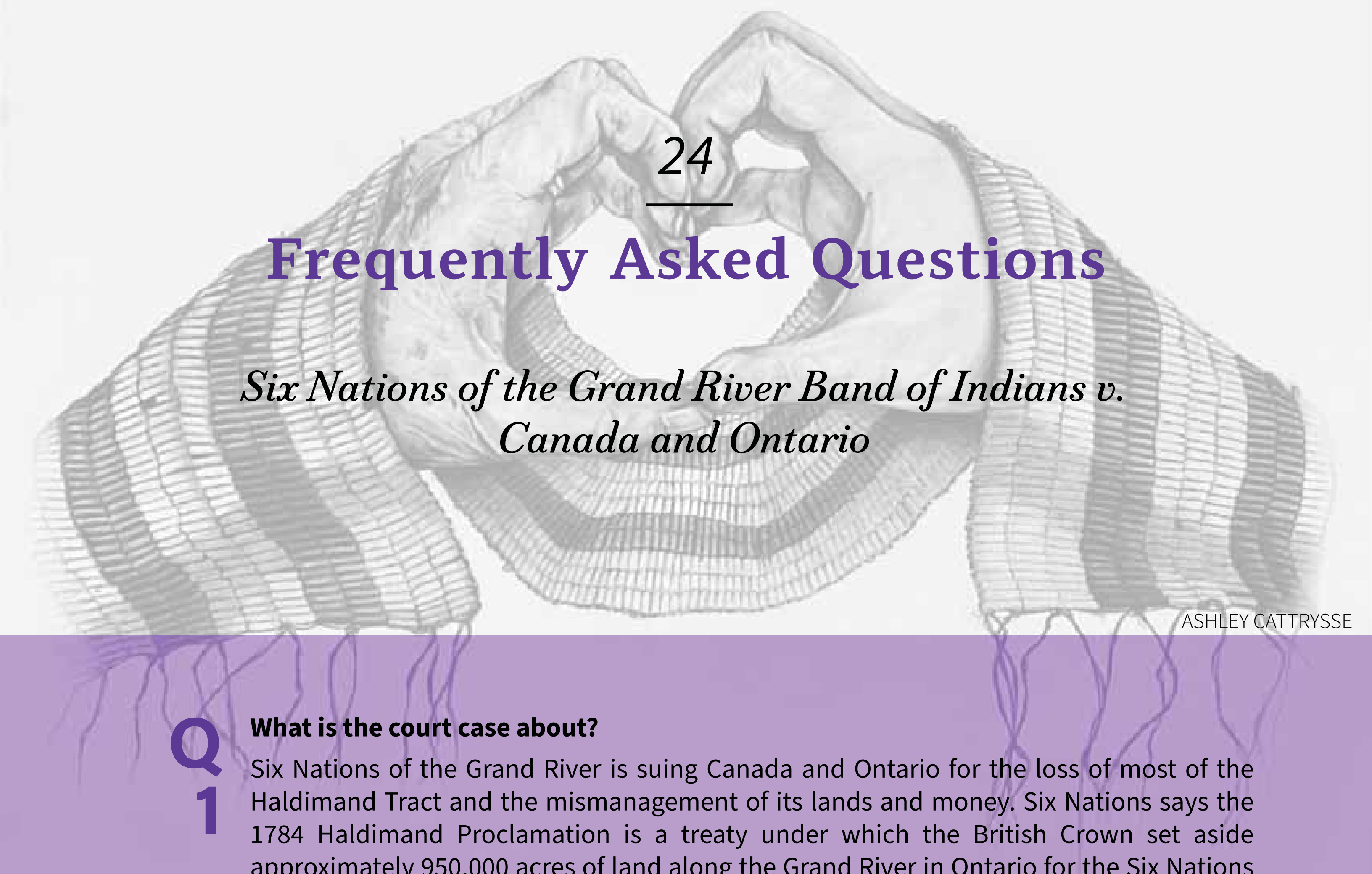
Frequently Asked Questions

Six Nations of the Grand River Band of Indians v. Canada and Ontario



ASHLEY CATTRYSSE

Q1 What is the court case about?

Six Nations of the Grand River is suing Canada and Ontario for the loss of most of the Haldimand Tract and the mismanagement of its lands and money. Six Nations says the 1784 Haldimand Proclamation is a treaty under which the British Crown set aside approximately 950,000 acres of land along the Grand River in Ontario for the Six Nations and their descendants to enjoy forever. After 1784, the Crown illegally took part of these lands for its own use, improperly allowed large parts of these lands to be sold off, failed to properly manage these lands, and mismanaged Six Nations' monies. Six Nations asks the court to confirm this history, to find the Crown acted unlawfully, and to order Canada or Ontario or both to pay compensation.

Q2 Who are the parties?

Six Nations is the plaintiff. The governments of Canada and Ontario are each defendants. The Mississaugas of the Credit First Nation (MCFN) is an intervener, having been granted a limited role to participate in 2023.

Q3 When did the case start and why has it taken so long to get to trial?

Six Nations started the case back in 1995. The pace of the case has ebbed and flowed over the years, and for several stretches was put on pause to allow for discussion with the governments of Ontario and Canada. Recently, the court confirmed that the trial will begin on October 5, 2026. The trial judge assigned is Justice Ira Parghi.

Q4 What is Six Nations' goal?

To have the court confirm the full extent of the Haldimand Tract and to obtain compensation for the Crown's mismanagement of Six Nations' lands and monies.

Q 5

When will we see a result?

It is unknown. Six Nations is pushing the Crown to enter honourable negotiations and settle this case (or at least a part of it). This would, if Six Nations' membership approves, be the quickest way to see a result. However, the Crown has not yet shown any interest in starting settlement negotiations. A trial would take a year or two, and then we would have to wait for the judge's decision. There could be appeals after that. Settlement negotiations can take place while a trial proceeds.

Q 6

Why hasn't there been a settlement yet?

Governments usually need to be "pushed" to trial before they seriously consider settlement. Ontario and Canada are resistant to settling this case in particular because it is one of the largest they have ever dealt with. The Elected Chief and Council have reached out to both governments about settlement and were told that neither Canada nor Ontario have mandates to negotiate a settlement at this time.

Q 7

How and when will the trial happen?

Trial will proceed in two parts. The first, which will begin on October 5, 2026, will focus on liability, meaning it will determine if the Crown acted unlawfully in managing Six Nations' land and money. Some steps have already taken place. In 2024/25, Canada took evidence from three of its expert historians. These examinations were livestreamed to the community. This testimony was taken before the trial begins because these witnesses were older and it was important to record their evidence. In February 2026, evidence was taken from a member of the community. After the first part of the trial concludes, if the court finds Canada and Ontario breached their duties, the second stage will focus on the remedies owed to Six Nations. At that point, Six Nations expects both governments to honourably negotiate a settlement.

Q 8

How long will the trial last?

The first phase of the trial will take many months to years. This is one of the largest cases ever to move through the Ontario court system. There are thousands of documents to deal with. Thirty-eight experts have produced over 94 expert reports. Certain community members will also provide evidence on behalf of Six Nations. It will take a long time for a judge to review this evidence in court, hear arguments, and render a decision.

Q 9

What is MCFN's role?

MCFN is not seeking any relief or compensation for itself. However, MCFN is supporting certain parts of the governments' cases, including their position (with which Six Nations disagrees) that the Haldimand Proclamation is not a treaty and did not create a reserve, and that the headwaters of the Grand River are not included in the lands that were set aside for Six Nations. Six Nations is disappointed with the MCFN for supporting the governments, although MCFN has publicly said it supports Six Nations' efforts to hold the governments accountable for mismanagement and abuses relating to the Haldimand Proclamation lands.

Q 10

Are the Hereditary Chiefs involved?

The Elected Chief and Council are always open to having respectful discussions with the Hereditary Chiefs. However, so far, the Hereditary Chiefs have not pursued this option.

Q 11

Where can I find more information about the case?

Detailed information about the case can be found at *www.sngrlitigation.com*, a website specifically dedicated to the case, as well as on the Six Nations Lands and Resources website: *https://www.sixnations.ca/LandsResources/*. The Lands and Resources Department can also be contacted through Director Lonny Bomberry, at *lonnybomberry@sixnations.ca*, or by phone, at *519-753-0665*.

Q 12

Are there contingency fees or success fees for the lawyers?

No. The legal fees are being paid monthly and have been since the beginning of litigation. To be clear, the legal team do not get a cut of any settlement. Six Nations will seek costs of legal expenses from Canada and Ontario if we are successful at trial.

Q 13

What is the difference between this litigation and the Robinson Huron settlement?

The Robinson Huron settlement is an annuities case. The annuity payments in their Treaty were supposed to increase over time, but the Crown stopped increasing them. The Six Nations v. Canada and Ontario is about the loss of collective land, money, and natural resources. It is not about individual rights or any individual annuity payments.

Q 14

How come there is no land back like in Cowichan, B.C.?

The Cowichan case was an Aboriginal title case over private lands. Cowichan was claiming they had a village in that area. Cowichan had to satisfy the British Columbia occupation test, proving that they occupied the land prior to European sovereignty, there was continuous occupation of the land from pre-sovereignty to modern times, and the group exclusively occupied that land. The British Columbia Court found that Aboriginal title was not extinguished by fee simple and that there was a village there. Six Nations v. Canada and Ontario is not an Aboriginal title case, but a case of breach of fiduciary duty. Six Nations' litigation involves Treaties unlike the Cowichan case. The lost lands referred to in the litigation were granted to Six Nations by the Crown. The law in Ontario currently states that land cannot be taken from innocent third parties. When successful, Six Nations would have the funds to purchase additional land to be added to the Reserve. One of Six Nations' priorities is to increase the current land base.

Q 15

How do any accommodation agreements affect the litigation?

The accommodation agreements being negotiated by the Six Nations Elected Council do not affect the litigation. They are interim agreements until the resolution of the litigation and include a clause that states it is without prejudice to the litigation. These agreements allow Six Nations protective say and benefits to the community until this case can be resolved.

Q 16

Will Six Nations members or the public be able to attend/watch the trial?

Yes. As there was for the three Crown experts who testified earlier, there will be a livestream to view. The livestream is only available when the court is in session and cannot be viewed later. This is to conform with Ontario and Canadian legislation.

Q 17

Will there be individual payments?

This litigation is based on the collective rights of Six Nations, not on any individual rights of its members. The goal is for Six Nations as a collective to benefit currently and in the future. The exact use of any benefits received from this litigation has yet to be determined and must be planned for.

STEVE JOHNSON

STEVE JOHNSON

BOOKLET PRODUCED BY SIX NATIONS LANDS AND RESOURCES DEPARTMENT
SEPTEMBER, 2026

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