

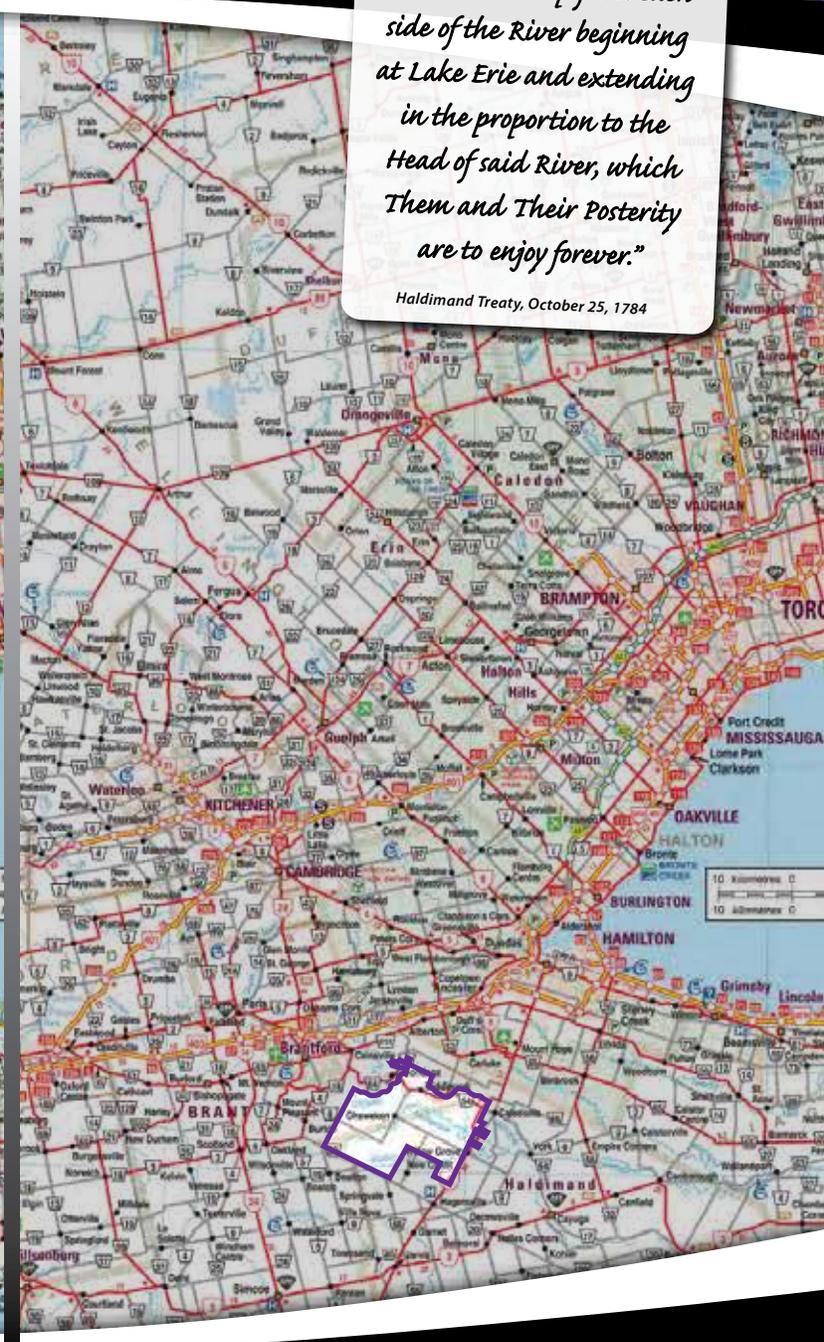
LAND RIGHTS

A GLOBAL SOLUTION

FOR THE SIX NATIONS OF THE GRAND RIVER

...Six Miles deep from each side of the River beginning at Lake Erie and extending in the proportion to the Head of said River, which Them and Their Posterity are to enjoy forever."

Haldimand Treaty, October 25, 1784



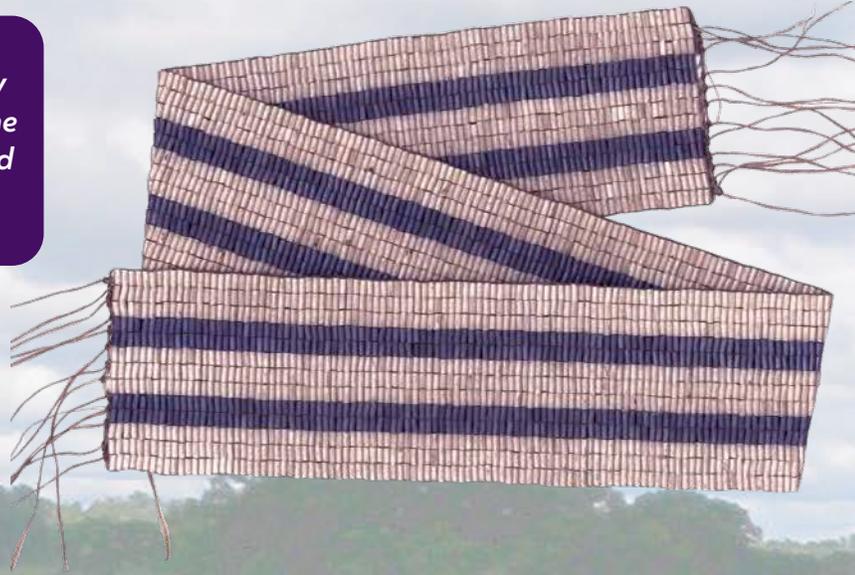
1784

2020

Two Row Wampum

Six Nations (formerly Five Nations) have a unique relationship with the Crowns Canada and Ontario based upon the original Two Row Wampum.

Represents a treaty of peace between the Haudenosaunee and the Dutch settlers.



In 1664 the British sought and secured to have the same agreement for Peace, Friendship and Respect as the Dutch had secured in 1613 with the Five Nations.

The 1613 treaty, the first treaty between Indigenous peoples and Europeans, was recorded by the Haudenosaunee in a wampum belt known as the Two Row Wampum. The pattern of the belt consists of two rows of purple wampum beads against a background of white beads. The purple beads signify the courses of two vessels -- an Indigenous canoe and a European ship -- traveling down the river of life together, parallel but never touching. The three white stripes denote peace, friendship, and respect. This wampum records the meaning of the agreement, which declared peaceful coexistence between the Haudenosaunee Peoples and Europeans (Dutch settlers in the area). Haudenosaunee tradition also records the specific meaning of the belt as follows, in the form of a Haudenosaunee reply to the initial Dutch treaty proposal:

“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.”

LAND RIGHTS

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FOR THE SIX NATIONS OF THE GRAND RIVER

2020

Purpose

Six Nations of the Grand River understands that Canada does not have enough money to bring historic land issues to resolution under the existing land claims policies.

This booklet is an explanation of Six Nations' land and financial grievances against the Crowns of Canada and Ontario and the need for the establishment of a new perpetual care and maintenance mechanism. A mechanism that would benefit the Six Nations People and their posterity to enjoy forever, while continuing to share the Haldimand Tract lands and resources with our neighbours.

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Six Nations Land Rights Summary

“Perpetual Care and Maintenance” • 2020

The Big Picture

In 1983, the Six Nations of the Grand River Elected Council (SNGREC) appeared before the Parliamentary Task Force on Indian Self-Government. Six Nations then stated self-determination, Indian Government, and special relationships are empty words unless there are the resources to make them real. The resources of which we speak are those to which we are legally entitled. Revenue sharing and resolving our land rights issues are major components for us to perpetually resource our community.

In 1996, a Royal Commission on Aboriginal Peoples reported to the Federal Government and proposed solutions for a new and better relationship between Aboriginal Peoples and the Canadian Government including the recognition of the right to Self-Government. The Royal Commission recognized the inherent right to Self-Government as an “existing” Aboriginal and Treaty Right as recognized and affirmed by *Section 35(1) of Canada’s Constitution Act, 1982*.

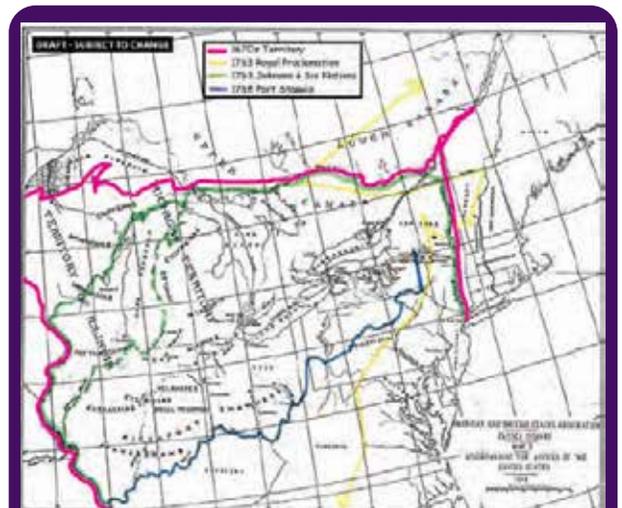
The Federal Government has since recognized the right of Self-Government as an existing inherent Aboriginal and Treaty Right within *Section 35 (1) of Canada’s Constitution Act, 1982*.

The 1701 Fort Albany (Nanfan) Treaty and Traditional Lands

In 1701, the Imperial Crown entered into a treaty with Five Nations (later became the Six Nations) in which the Crown undertook to protect from disturbance or interference a large portion of lands the Six Nations had obtained from the Huron by conquest, an area of 400 miles by 800 miles. This Treaty would ensure Six Nations’ right to exercise freely the right to pursue their economic livelihood utilizing the natural resources contained in the said Treaty Lands throughout central and southwestern Ontario.

These rights to unmolested trade and commerce throughout the region was again affirmed to the Five Nations in the International Treaty of Utrecht.

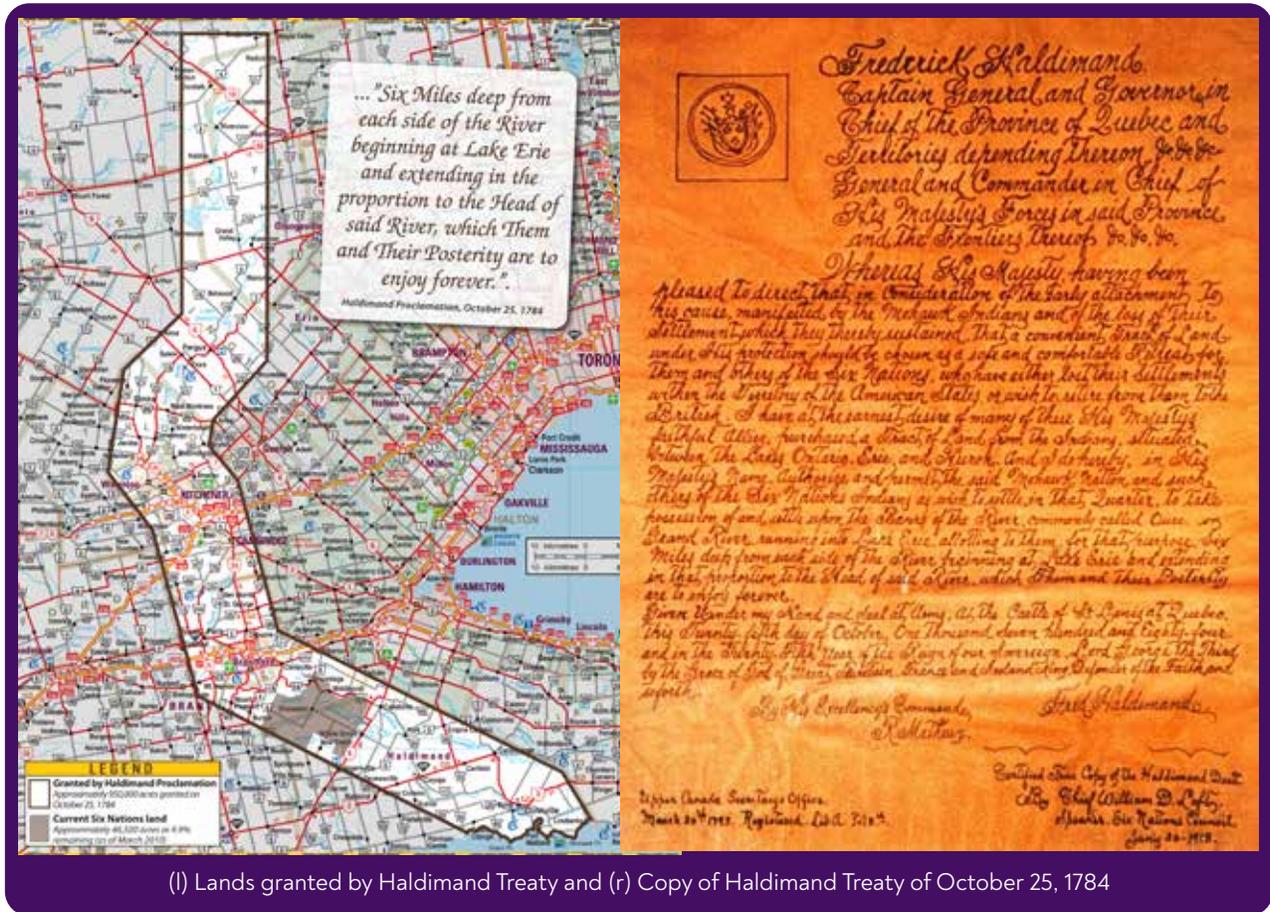
Our Treaty Rights as affirmed by the 1701 Fort Albany Treaty are protected under *Section 35(1) of Canada’s Constitution Act, 1982* and as such are subject to the Crowns (Canada and Ontario) duty to consult and accommodate our broad range of interests. In addition to our undisturbed right to hunting and fishing, that consultation and accommodation includes Six Nations participation in environmental monitoring and revenue sharing by others intending to develop on and exploit any resources from within our 1701 Fort Albany Treaty lands.



Six Nations interpretation of their Traditional Territory of North America



The Six Nations 1784 Haldimand Treaty



(l) Lands granted by Haldimand Treaty and (r) Copy of Haldimand Treaty of October 25, 1784

The Haldimand Treaty of October 25, 1784, promised a tract consisting of approximately 950,000 acres within their Beaver Hunting Grounds along the Grand River to the “Mohawk Nation and such others of the Six Nations Indians as wish to settle in that Quarter” in appreciation of their allegiance to the King and for the loss of their settlements in the American States. They were “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”.

Although the 1784 Haldimand Treaty was unequivocally promised to Six Nations, the Tract was laid out at 960 chains (12 miles) in total width, with the Grand River meandering between its outer limits.

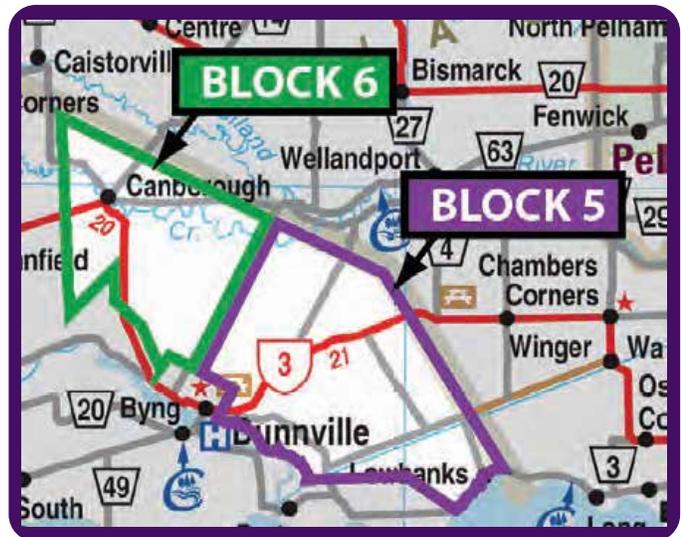
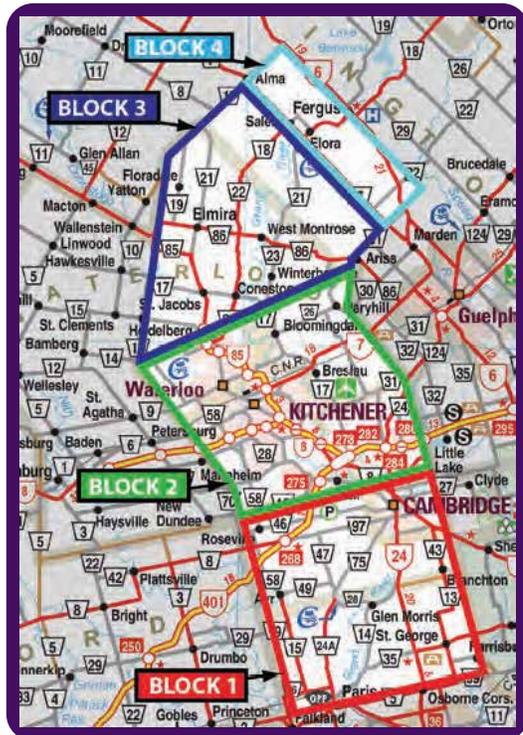
Therefore, from 1784 to the present date, approximately 275,000 acres of land up to the source of the Grand River, as well as, the area equal to the area of the Grand River, remains an outstanding treaty land entitlement to the Six Nations people.





Historical Losses (Examples)

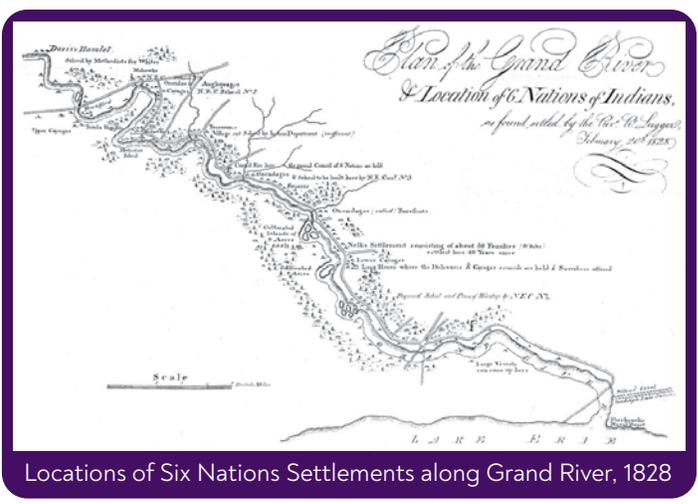
- a) In February, 1787, some of the Mohawks agreed to allow Life Leases so farms could be used by certain individuals in parts of Seneca and Cayuga Townships and were never to be transferred to any other whomsoever. Contrary to this original agreement, between 1835 and 1852, twenty-one Crown Letters Patent were issued to third parties without the lands being duly surrendered or any compensation being paid.
- b) In 1796, Six Nations agreed to share approximately 302,907 acres (referred to as Blocks 1, 2, 3 and 4) with settlers on condition that a continual revenue stream be derived from these lands for 999 years to be dedicated for Six Nations' "perpetual care and maintenance". Records show that the Crown used those revenues to finance operations in developing Canada with little or no return to Six Nations. For those original agreements to be honoured, Canada must restore, with interest, the monies it used for purposes other than Six Nations' perpetual use and benefit for the past 224 years. We must also define the terms by which Six Nations will continue to allow persons to share these lands for the next 775 years.
- c) Two other tracts of land, Block 5 (30,800 acres) and Block 6 (19,000 acres) must either be returned to Six Nations, with compensation proportionate to our loss of use, or perpetual care and maintenance agreements need to be honoured. Further to the Block 5 mortgage, Canada concluded in 2007, that lands in Etobicoke were used to secure the original mortgage.



Etobicoke sites (l) area of Jane Street and Finch Avenue intersection, (r) Islington Avenue and Albion Road intersection (Toronto, Ontario)



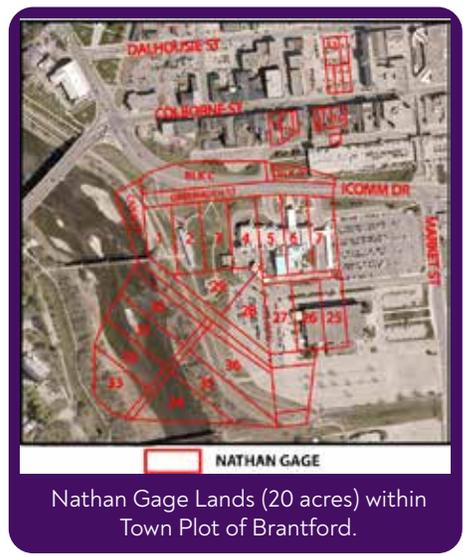
d) By a Parliament of Upper Canada Statute of January 19, 1824, the Welland Canal Company was incorporated to construct the Welland Canal. Section IX of this Statute provided that compensation was to be awarded to Indians whose land was damaged by the construction of the Canal. It was determined that approximately 2,500 acres of Six Nations' lands were flooded between 1829 and 1830, with no compensation being paid for the flooded lands to date. Government records also reveal that Six Nations' funds were used to finance operations of the Welland Canal Company. Canada has acknowledged these facts are true.



Locations of Six Nations Settlements along Grand River, 1828

e) Mr. William Claus was the Deputy Superintendent for Six Nations from 1796 to 1800. He was then appointed Deputy Superintendent General for Indian Affairs for Upper Canada; a post that he held until his death in 1826. His son, Mr. John Claus, was then appointed as Trustee for Six Nations by the Lieutenant Governor of Upper Canada. Due to the misappropriation of Six Nations funds by the Claus agents, the Executive Council of Upper Canada determined on May 14, 1830 that a debt of approximately £5,000 (\$20,000) was owed Six Nations from the Claus Estate. In 1831, 900 acres in Innisfil Township and 4,000 acres in East Hawkesbury Township were set aside for the use and benefit of Six Nations to satisfy the debt of the Claus Estate. The heirs of William Claus fought against this settlement and the Crown used Six Nations' funds to pay for its endeavours to obtain a settlement with the Claus heirs, such as; legal fees, court costs, land taxes and a cash settlement. Six Nations' unfettered use of these lands has been outstanding since 1831.

f) Purported land alienations of the Town Plot of Brantford (April 19, 1830) and part of the Township of Brantford (April 2, 1835) to resolve the problem of squatters on Six Nations lands are deemed as void as their original intent and purpose was never fulfilled. Failure to have these alienations deemed as invalid will result in a lot-by-lot analysis determining if full and fair compensation was paid for each transaction and held in trust for the continued use and benefit of the Six Nations of the Grand River. In 2009, Canada agreed with Six Nations that the 20 acres of the Nathan Gage Lands, within the Town Plot of Brantford, were intended for leasing purposes and have never been paid for.



Nathan Gage Lands (20 acres) within Town Plot of Brantford.

Year	\$ Dollars	6% Compound	8% Compound	10% Compound
1840	\$4,880	\$296,290,190	\$3,241,179,921	\$33,941,117,546

Approximate current value with interest



- g) By a conditional agreement dated September 28, 1831, Six Nations consented to a land transaction to allow for the construction of the Talbot Road from Canborough Township to Rainham Township (North Cayuga Township). The condition being that an Indian Reservation be set apart for Six Nations of two miles back on each side of the Grand River where the Talbot Road would cross the Grand River. The terms of this conditional agreement was not honoured making the purported surrender for the area invalid.
- h) By a Parliament of Upper Canada Statute of January 28, 1832, the Grand River Navigation Company was incorporated to make the Grand River more navigable from the works of the Welland Canal to Brantford. Between 1834 and 1847, recorded transfers show more than £44,292 (\$177,168) was taken from Six Nations Trust Funds by Crown Agents and invested into the Grand River Navigation Company through stock purchases. This was completed contrary to the repeated protests of Six Nations. An additional amount was collected from the Government controlled sale of Six Nations' lands and used to pay the day-to-day operating and maintenance expenses of the Grand River Navigation Company. The money from these sales was never deposited into the Six Nations Trust Fund. In 1837, free Crown Grants were also issued to the Grand River Navigation Company for 368 7/10 acres and were never returned even after the Company went bankrupt.
- i) The wishes of Six Nations were not honoured when the Crown constructed the Hamilton/Port Dover Plank Road through the Townships of Seneca and Oneida in March, 1834. A leasing arrangement for one half mile on each side of the road was sanctioned by the Chiefs in 1835. Lease rentals remain in arrears since 1835 for the leasing of approximately 7,680 acres crossing these Townships and payment for the Hamilton/Port Dover Plank Road remain in arrears since its inception.
- j) To further augment a continual source of revenue for Six Nations, agreements were confirmed and ratified by the Crown in 1843 that approximately 11,500 acres in four separate locations in and around the City of Brantford would be let at short term leases renewable every 21 years. Six Nations does not receive rental monies from these lands nor have they enjoyed the unfettered use of these lands.
- k) Mr. Samuel P. Jarvis, Chief Superintendent of Indian Affairs from 1837 to 1845, again attempted to address the issue of squatters throughout Six Nations lands and the failure by the Crown to legally protect their interests by land relocation. All lands on the south side of the Grand River (Burtch Tract, Tuscarora Township, Oneida Township, and parts of North and South Cayuga Townships) from Brantford Township to Dunn Township were assured to Six Nations for their future residence. This was never enforced and Six Nations' unfettered use of all these lands remains outstanding. The said lands need to be restored to Six Nations in addition to their present day land holdings in Onondaga, Tuscarora and Oneida Townships. The entire Townships of Onondaga and Seneca need to be restored to Six Nations as the conditions of the promises made for the relocation of our people was not adhered with.

These examples demonstrate that:

- Thousands of acres of Six Nations land leases have expired with no compensation being collected. Financial compensation and/or the return of these lands to Six Nations must be acted on.
- Thousands of acres of Six Nations' lands legislated away, expropriated, flooded and used by the Crown require to be returned, replacement lands provided, or satisfactory compensation made to Six Nations.
- Lands that have been excluded from purported surrenders, lands that have no payments being made and lands that have "free" Crown Letters Patents issued need to be returned to Six Nations or alternative forms of just compensation made.
- Compensation for all natural resources on lands throughout the 1784 Haldimand Treaty and the 1701 Fort Albany lands must be addressed to Six Nations' satisfaction.



Six Nations Monies

THE BLOCK 5 EXPERIENCE

In October, 1984, the SNGREC had prepared and submitted their Land Rights issue as to the 999 year mortgage on 30,800 acres referenced as Block 5, being the majority of Moulton Township in Haldimand County. Canada concurred with Six Nations’ findings that the mortgage payments had been in arrears since February, 1853 and validated this outstanding liability against the Crown on November 19, 1993. In January, 1994, Canada made a “take it or leave it” offer to the SNGREC to settle a 141 year debt for \$113.64 per acre, disallowing any ongoing payments that would honour the remaining mortgage and require that we extinguish our Six Nations children’s future rights to the lands. SNGREC concluded that Canada’s Specific Claims Policy is a failure and no justice for Six Nations can be achieved by adhering to that policy. The decision to commence litigation against the Crowns Canada and Ontario the following year (1995) was determined.

Calculation of Canada’s Liability: (using 1829 land values @ \$5.50 per acre)

Year	£ Pounds	\$ Dollars	@ 6% until 1968	@ 8% until 1968	@ 10% until 1968
1807	£600	\$2,400	\$996,547,869	\$20,205,913,555	\$387,682,473,542
1836		\$169,400	\$12,981,660.181	\$153,070,586,358	\$1,725,005,416,906
GRAND TOTAL:			\$13,978,205.050	\$173,276,499,913	\$1,812,687,890,448

THE WELLAND CANAL EXPERIENCE

- If Six Nations had agreed to allow their lands to be flooded by the works of the Welland Canal;
- If Six Nations had received full and fair compensation for the approximately 2,500 acres;
- If the full and fair compensation was deposited to the Six Nations Trust Account for the sole use and benefit of the Six Nations of the Grand River;
- If the Crown managed the financial assets from the Welland Canal flooding in a manner consistent with standards of conduct required by the Crown’s fiduciary obligations to Six Nations and to the satisfaction of Six Nations;
- If the Crown can account to Six Nations where the assets from this investment are today; and
- If all of these things happened (which the Crown failed to do), the flooding of approximately 2,500 acres of Six Nations lands by the Welland Canal Company would not be an issue today.

Calculation of Canada’s Liability: (using 1829 land values @ \$5.50 per acre)

Year	\$ Dollars	@ 6% until 1968	@ 8% until 1968	@ 10% until 1968
1829	\$13,750	\$1,584,384,501	\$21,293,513,452	\$272,852,885,363

The “what ifs” aside, the Welland Canal flooding of approximately 2,500 acres of Six Nations lands is a legal liability against the Crown. Bringing this issue forward approximately 191 years later for Six Nations to receive true justice without arbitrary discount factors, etc., independent experts verified an amount of \$1.2 billion; a sum we all know Canada and Ontario cannot afford. Being restricted by one time extinguishment cash out settlement offer makes this less appealing for us and insurmountable for Crown negotiators. So why continue down this path when we all know the Welland Canal flooding was deemed by Canada as one of their easier breaches to redress? This is excluding the fact Six Nations’ own trust funds were misappropriated by the Crown and used to build the dam that flooded our lands for the works of the Welland Canal Company.



EXAMPLES OF THE CROWNS MISUSE OF SIX NATIONS TRUST MONIES (Approx. as of 2020)

Research by Six Nations has revealed that the Crown’s management of the Six Nations Trust or permitting it to be managed was inconsistent with the standards of conduct required by the Crown’s fiduciary obligations to Six Nations.

The funds intended for Six Nations perpetual care and maintenance were invested in financial institutions in London, England and Scotland without an accounting. Banks here in York, Gore and elsewhere held Six Nations monies without an accounting to Six Nations. Crown appointed Indian Agents were dismissed for negligence and theft of Six Nations funds without the trust being made whole. Government inquiries reveal that funds intended to be paid remain outstanding and/or are missing from the Six Nations Trust.

A complete analysis and audit of all Six Nations Trust funds is required to determine if all funds from proper land sales were for full and fair compensation and were properly used for the continual care and benefit of the Six Nations of the Grand River. Written requests to the Auditor General for this accounting have not been acted upon. Canada has all but admitted in writing that they cannot account.

The research revealed that there is no record of repayment on the following:

In 1820, £187.10.0 (\$750) of Six Nations monies was invested in Upper Canada Bank Stock. This was increased in 1859 to £200 (\$800).

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$86,344,427.91	\$3,629,212,188.68	\$142,428,957,345.35

In 1834, £1,000 (\$4,000.00) of Six Nations monies was used to offset the Governments debt.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$203,681,193.24	\$6,589,895,259.12	\$200,031,978,598.71

In 1835, £300 (\$1,200.00) of Six Nations monies was loaned to the Brantford Episcopal Church.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$57,645,620.73	\$1,830,526,460.87	\$54,554,175,981.47

In 1836, £600 (\$2,400.00) of Six Nations monies was used by the Cayuga Bridge Company.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$108,765,322.13	\$3,389,863,816.42	\$99,189,410,875.39

In 1845, £3,679.7.9 (\$14,717.55) of Six Nations monies was used to cover the Governments debt.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$394,786,180.03	\$10,399,027,582.46	\$257,961,814,208.37

Between, 1845-1847, £4,200 (\$16,800.00) of Six Nations monies was used to cover the Country’s war loss debt.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$401,073,504.25	\$10,176,981,404.45	\$243,356,983,834.85

In 1846, £400 (\$1600.00) of Six Nations monies was used by the Desjardin Canal Company.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$20,244,662.60	\$523,387,615.09	\$12,747,270,581.83



In 1846, £2,000 (\$8,000.00) of Six Nations monies was used by the Erie & Ontario Railroad Company.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$202,446,625.95	\$5,233,876,150.86	\$127,472,705,818.25

In 1846, £200 (\$800.00) of Six Nations monies was transferred to the Simcoe District.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$20,244,662.60	\$523,387,615.09	\$12,747,270,581.83

In 1845, £4,912.10.0 (\$19,648.00) of Six Nations monies was transferred to the City of Toronto.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$473,393,092.27	\$12,469,605,251.91	\$309,325,267,938.57

In 1846 and 1847, £2,900 (\$13,100.00) of Six Nations monies was used to build roads in York.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$312,741,839.62	\$7,935,622,404.66	\$189,760,505,252.17

In 1843, £2,500 (\$9,000.00) of Six Nations monies was used by the Welland Canal Company.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$301,396,463.32	\$8,241,470,742.19	\$212,082,714,305.12

In 1847, £250 (\$1,000.00) of Six Nations monies was transferred to the Law Society of Upper Canada.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$23,873,422.87	\$605,772,702.65	\$14,485,534,752.07

In 1860, £2,000 (\$8,000.00) of Six Nations monies was transferred to McGill College.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$89,542,337.89	\$1,781,930,924.69	\$33,567,547,512.91

In 1849, £20,000 (\$80,000.00) of Six Nations monies was transferred for the debts of Public Works and again in 1858; £10,000 (\$40,000.00) was transferred to Public Works.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$1,699,780,909.36	\$41,548,196,340.61	\$957,721,305,922.27
\$80,000 (1849)			
\$40,000 (1858)	\$503,048,854.29	\$10,392,221,152.78	\$203,083,662,453.11

Between 1849-1851, £16,850 (\$67,400.00) of Six Nations monies was transferred to address the Public Debt.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$1,274,533,122.23	\$30,010,592,778.60	\$666,843,140,693.81

In 1851, £2,000 (\$8,000.00) of Six Nations monies was used by the Municipal Council of Haldimand.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$151,279,895.81	\$3,562,088,163.63	\$79,150,521,150.60



In 1852, £7,000 (\$28,000.00) of Six Nations monies was invested in the Upper Canada Building Fund.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$499,509,089.95	\$11,543,804,233.99	\$251,842,567,297.37

Between 1853 and 1857, £77,531.13.4 (\$310,124.68) of Six Nations monies was used to operate Upper Canada. This debt was assumed by the Province in 1861.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$4,134,208,421.50	\$87,017,875,006.38	\$1,731,984,535,366.21

In 1853, £29,300 (\$117,200.00) of Six Nations monies was invested in Montreal Turnpike Trust Bonds.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$1,972,455,031.74	\$44,739,876,197.88	\$958,310,028,806.86

In 1816, £1,782 (\$7,128.00) of Six Nations monies was used by the District of Niagara.

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$1,036,010,614.56	\$46,926,029,616.27	\$1,981,871,367,214.38

CALCULATIONS OF THE ABOVE EXAMPLES OF THE ‘CROWNS MISUSE OF SIX NATIONS TRUST MONIES’

Present Day - 2020

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$13,987,249,957.44	\$349,594,631,224.35	\$8,753,266,537,073.31

Recalculated as of 1994 (filing of Notice of Action against Crown in right of Canada and the Crown in the Right of Ontario seeking a full accounting of Six Nations lands and monies.)

Approx. current value w/Interest	6% Compound	8% Compound	10% Compound
	\$3,074,537,815.66	\$47,265,810,759.43	\$734,446,793,044.61

Recalculated as of 2030

Projected value w/Interest	6% Compound	8% Compound	10% Compound
	\$25,145,110,401.80	\$757,799,465,697.39	\$22,794,642,708,415.30

These few examples of Six Nations funds being misappropriated are legal debts against the treasury of Canada until resolved and the compounding cost of further delaying settlements makes Canada’s one time payment policy unattainable. So why does Canada continue to mask negotiations using a redundant settlement and extinguishment policy knowing that it will not work?

Did You Know?

When claims are settled, current uncertainty disappears, confidence grows, resources are put to work, and economic activity booms both in First Nations and adjacent communities. These are many examples of surrounding non-Indian communities reopening economic benefits from claims settlements. Everyone affected is better off.



Litigation Driven By Canada's Failed Land Claims Policy

It was evident that through twenty years of research, Six Nations was merely stockpiling validated "Land Claims" under Canada's Specific Claims Policy. Canada's arbitrary and undefined discount factors were unacceptable not only to the SNGREC but to many First Nations across Canada. The most offensive term was the prerequisite for extinguishment of our children's rights to the lands at issue.

Enough was enough. The Six Nations of the Grand River as represented by the Six Nations of the Grand River Elected Council (SNGREC) filed a Statement of Claim on March 7, 1995 against Canada and Ontario (Court File 406/95) regarding the Crowns' handling of Six Nations' property before and after Confederation. Six Nations is seeking from the Crown a comprehensive general accounting for all money, all property under the 1784 Haldimand Treaty and for other assets belonging to the Six Nations and the manner in which the Crown managed or disposed of such assets. Six Nations is further seeking an order that the Crown must replace all assets or value thereof, which ought to have been received or held by the Crown, plus compound interest on all sums, which the Crown should have received but failed to receive or hold for the benefit of the Six Nations and the return of lands where appropriate.

The Legal Duty to Consult and Accommodate

The legal duty for the Crown to consult with First Nations arises from the protection of Aboriginal and Treaty Rights set out in *Section 35(1) of the Constitution Act, 1982*. The purpose of such protection has been interpreted by the Supreme Court of Canada as "the reconciliation of the pre-existence of Aboriginal societies with the sovereignty of the Crown". Accordingly, the duty to consult is an aspect of the reconciliation process, which flows from the historical relationship between the Crown and Aboriginal people and is "grounded in the honour of the Crown". The duty "*arises when the Crown has knowledge, real or constructive, of the potential existence of the Aboriginal right or title and contemplates conduct that might adversely affect it*". The Crown's duty to consult is proportionate to the strength of the Aboriginal claim that has been asserted; it is not a duty to agree, nor does it give First Nations a right to veto, but rather requires "*good faith on both sides*" and requires the Crown to make a *bona fide* commitment to the principle of reconciliation over litigation.

The Supreme Court of Canada ruled on the duty to consult in two important decisions.

- The *Tsilhqot'in Nation v. British Columbia* released in June, 2014. The Court ruled that the Tsilhqot'in Nation had the exclusive right to determine how the land is used and the right to benefit from those uses. This means that governments and others seeking to use the land, must obtain the consent of the aboriginal title holders, in this case the Tsilhqot'in people. If the group does not consent, the government must establish that the proposed incursion is justified under *Section 35(1) of the Constitution Act, 1982*. The justification will prove difficult for the government to meet.
- The *Grassy Narrows First Nation v. Ontario* (also known as the Keewatin case) released in July, 2014. This case involved the duty to consult when there is an existing treaty. In this situation, the right to an accommodation was limited to the terms of the treaty.

Both cases reinforce and confirm the principles of consultation and accommodation, which principles Six Nations maintains applies to the 1701 Nanfan Treaty area and the 1784 Haldimand Treaty lands "**which Them and Their Posterity are to Enjoy Forever.**"



Six Nations Consultation

The Crowns are fully aware of Six Nations’ interests throughout the Six Nations treaty lands and as a result, the SNGREC established a Consultation and Accommodation Policy for obtaining free, prior, and informed consent from Six Nations. SNGREC, in accordance with Canadian and International laws, requires that the Crown, all proponents, and municipalities consult with SNGREC in good faith in order to obtain its free and informed consent on behalf of the Six Nations of the Grand River prior to SNGREC approval of any project potentially affecting their rights and interests. SNGREC expects that effective mechanisms shall be provided by the Crown and/or proponents for just and fair redress for any significant development activities. SNGREC supports development that benefits the people of Six Nations and is conducted in a manner that is cognizant and respectful of the water, air, land rights, and interests of the people of Six Nations. SNGREC fully expects all proponents, municipalities, and the Crown to respect this policy.

In certain instances, Canada will issue licences directly with proponents and may also delegate the procedural aspects to be reviewed by certain administrative tribunals such as the National Energy Board. However, Canada still holds the ultimate responsibility for ensuring that consultation and accommodation is adequate; a responsibility they are mostly quiet on. This includes the Crowns’ responsibility ensuring meaningful consultation and accommodation do occur with First Nations.

In 2014, The Premier for Ontario advised the Ministry of Aboriginal Affairs would work across government to ensure that Aboriginal communities are engaged in resource-related economic development and will benefit from the natural resource industry. The Premier made a promise to engage with indigenous partners on approaches to enhance participation in the resource sector by improving the way resource benefits are shared and to work with the federal government to address the implementation of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

These potential projects/developments are taken through the following matrix to obtain the “Free, Prior and Informed” consent of Six Nations of the Grand River:

Six Nations of the Grand River Consultation & Accommodation Procedure To Obtain Free, Prior and Informed Consent from Six Nations



As of July 1, 2018



Instead of enforcing the proposed assurance, the Province of Ontario sidestepped its legal duty to directly engage in meaningful consultation and accommodation by announcing the follow policy:

The Crown may delegate to a proponent certain aspect of consultation (e.g., to provide information regarding the proposal and gather information about the impact of a proposed project on potential or established Aboriginal or Treaty Rights). But the ultimate legal responsibility to meet the duty to consult lies with the Crown. Responsibilities of the third party will vary depending on a variety of factors including the nature of the consultation, the extent of consultation required in the circumstance and the procedural aspects of consultation the Crown has delegated to the third party. (Sept . 2017)

The Crown in Right of Ontario purports that insomuch as a municipality exercises governing powers pursuant to provincial legislation, (*Planning Act, Environmental Assessment Act, Conservation Authorities Act, Places to Grow Act, Ontario Planning and Development Act, etc.*) including the Municipal Act 2001 S.O. 2001, c. 25. It is also bound by consultation obligations as required by *Section 35 of the Constitution Act, 1982*. This would include the adoption and implementation of an official plan or an amendment to an official plan; passage of a zoning by-law or an amendment to an existing by-law; plans of subdivision, condominium plans, site plans; corollary agreements such as site plan agreements, development agreements, subdivision agreements; or amendments including severances, road closures and declaring lands surplus.

The duty for municipalities to consult with First Nations is displayed in the Provincial Policy Statement (PPS), wherein it states that “*The Province recognizes the importance of consulting with Aboriginal communities on planning matters that may affect their rights and interests.*” It also states in Section 4(3) that “*This Provincial Policy Statement shall be implemented in a manner that is consistent with the recognition and affirmation of existing Aboriginal and Treaty Rights in Section 35 of the Constitution Act, 1982.*” Therefore, municipalities are required by Provincial Legislation to consult with First Nations on all matters as referenced in the above paragraph. However, many municipalities within our 1784 Haldimand Treaty lands are not prepared or equipped to address this delegated responsibility of meaningful consultation and accommodation with Six Nations, nor are they willing.

The Crown in Right of Ontario does not monitor if meaningful consultation and appropriate accommodation takes place as instructed in their provincial legislation or policy. Consequently, land use planning and development occurs within the Territory of Six Nations on the indirect blessing of provincial legislation. They continue issuing the required permits and delegated authority to municipalities delivering much the same to third parties. The cumulative effect this hodgepodge of unmonitored approval system means Six Nations Aboriginal and Treaty Rights are being “extinguished by small cuts”.

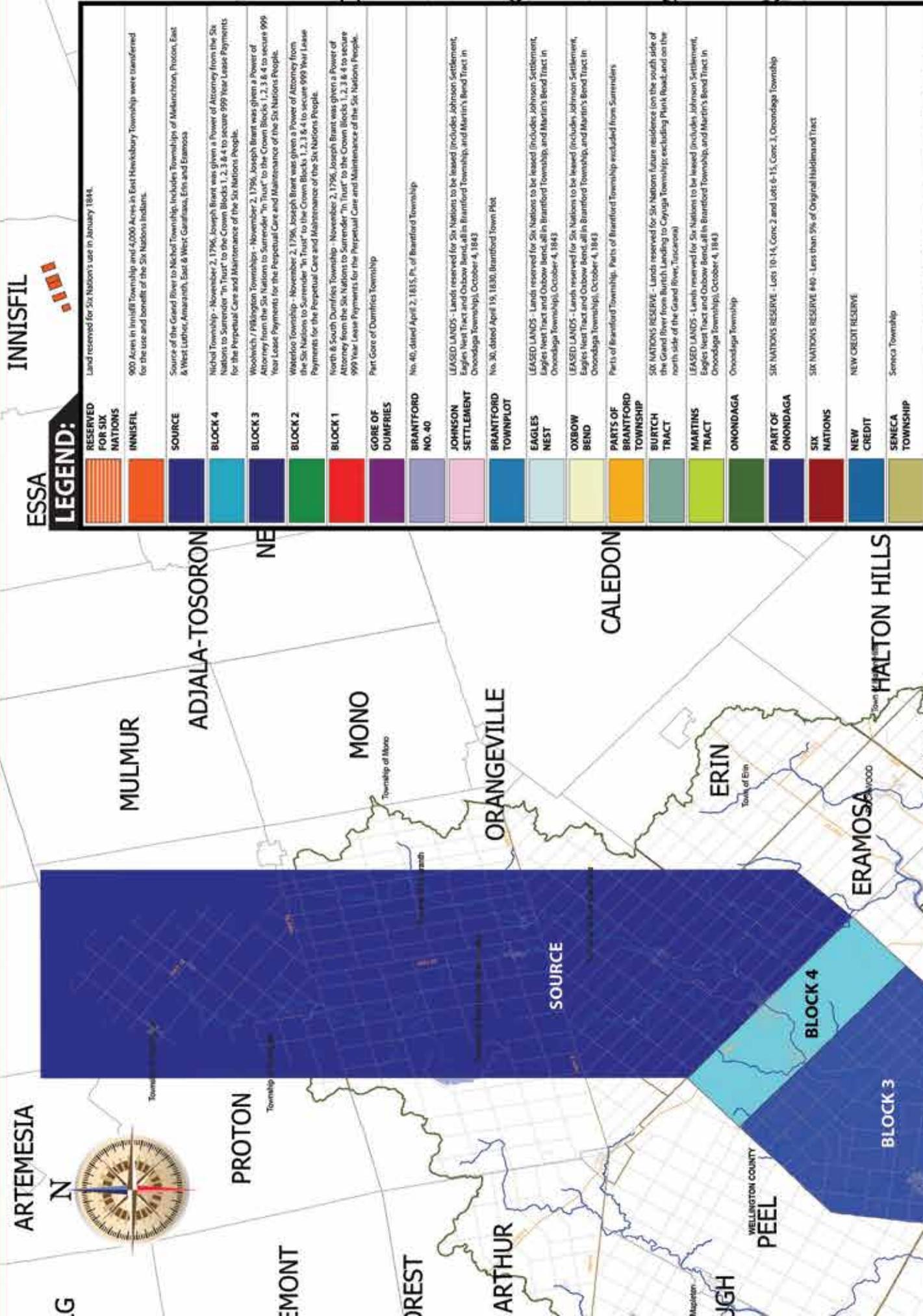
Monies collected by Municipalities Entirely within the Haldimand Tract

2006 population of municipalities: 659,076 (2006 Statistics Canada)
 Property taxes (including grants in lieu) of municipalities entirely within Tract: \$526,045,536.00

Estimates of Provincial Revenues within Haldimand Tract	
1. Land Transfer Tax	\$68,000,000.00
2. Gasoline Tax	\$118,000,000.00
3. Fuel Tax	\$36,000,000.00
4. Retail Sales Tax	\$848,000,000.00
5. Tobacco Tax	\$56,000,000.00
Estimated Total.....	\$1,126,000,000.00



SIX NATIONS HALDIMAND TRACT



ESSA

LEGEND:

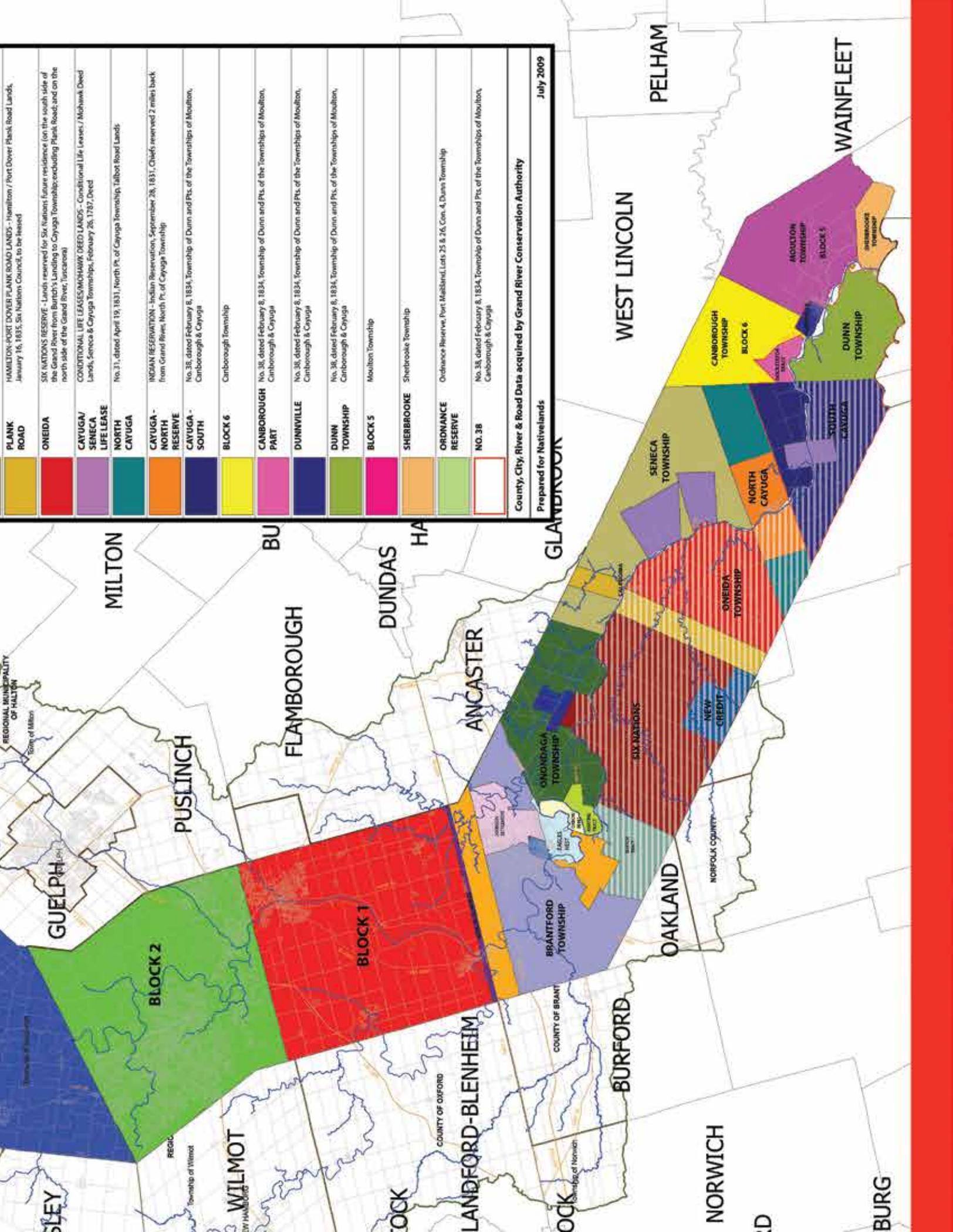
	RESERVED FOR SIX NATIONS	Land reserved for Six Nations' use in January 1844.
	INNISFIL	900 Acres in Innisfil Township and 4,000 Acres in East Haverbury Township were transferred for the use and benefit of the Six Nations Indians.
	SOURCE	Source of the Grand River to Nichol Township. Includes Townships of Marlborough, Proton, East & West Luthier, Amaranth, East & West Garrafas, Erin and Eramosa
	BLOCK 4	Nichol Township - November 2, 1796, Joseph Brant was given a Power of Attorney from the Six Nations to Surrender "in Trust" to the Crown Blocks 1, 2, 3 & 4 to secure 999 Year Lease Payments for the Perpetual Care and Maintenance of the Six Nations People.
	BLOCK 3	Woodrich / Pilkington Townships - November 2, 1796, Joseph Brant was given a Power of Attorney from the Six Nations to Surrender "in Trust" to the Crown Blocks 1, 2, 3 & 4 to secure 999 Year Lease Payments for the Perpetual Care and Maintenance of the Six Nations People.
	BLOCK 2	Waterloo Township - November 2, 1796, Joseph Brant was given a Power of Attorney from the Six Nations to Surrender "in Trust" to the Crown Blocks 1, 2, 3 & 4 to secure 999 Year Lease Payments for the Perpetual Care and Maintenance of the Six Nations People.
	BLOCK 1	North & South Dumfries Township - November 2, 1796, Joseph Brant was given a Power of Attorney from the Six Nations to Surrender "in Trust" to the Crown Blocks 1, 2, 3 & 4 to secure 999 Year Lease Payments for the Perpetual Care and Maintenance of the Six Nations People.
	GORE OF DUMFRIES	Part Gore of Dumfries Township
	BRANTFORD NO. 40	No. 40, dated April 2, 1835, Pt. of Brantford Township
	JOHNSON SETTLEMENT	LEASED LANDS - Lands reserved for Six Nations to be leased (includes Johnson Settlement, Eagles Nest Tract and Osbow Bend, all in Brantford Township, and Martin's Bend Tract in Onondaga Township), October 4, 1843
	BRANTFORD TOWNPLOT	No. 30, dated April 19, 1830, Brantford Town Plot
	EAGLES NEST	LEASED LANDS - Lands reserved for Six Nations to be leased (includes Johnson Settlement, Eagles Nest Tract and Osbow Bend, all in Brantford Township, and Martin's Bend Tract in Onondaga Township), October 4, 1843
	OSBOW BEND	LEASED LANDS - Lands reserved for Six Nations to be leased (includes Johnson Settlement, Eagles Nest Tract and Osbow Bend, all in Brantford Township, and Martin's Bend Tract in Onondaga Township), October 4, 1843
	PARTS OF BRANTFORD TOWNSHIP	Parts of Brantford Township. Parts of Brantford Township included from Surrenders
	BURTCH TRACT	SIX NATIONS RESERVE - Lands reserved for Six Nations future residence (on the south side of the Grand River from Burtch Landing to Cayuga Township, excluding Plink Road) and on the north side of the Grand River, (Tuscarora)
	MARTIN'S TRACT	LEASED LANDS - Lands reserved for Six Nations to be leased (includes Johnson Settlement, Eagles Nest Tract and Osbow Bend, all in Brantford Township, and Martin's Bend Tract in Onondaga Township), October 4, 1843
	ONONDAGA	Onondaga Township
	PART OF ONONDAGA	SIX NATIONS RESERVE - Lots 10-14, Conc 2 and Lots 6-15, Conc 1, Onondaga Township
	SIX NATIONS	SIX NATIONS RESERVE #40 - Less than 5% of Original Haldimand Tract
	NEW CREDIT	NEW CREDIT RESERVE
	SENECA TOWNSHIP	Seneca Township

	PLANK ROAD	HAMILTON-PORT DOWER PLANK ROAD LANDS - Hamilton / Port Dover Plank Road Lands, January 16, 1835; Six Nations Council, to be Healed
	ONEIDA	SIX NATIONS RESERVE - Lands reserved for Six Nations future residence (on the south side of the Grand River from Burth's Landing to Cayuga Township) excluding Plank Road; and on the north side of the Grand River, (Tuscarora)
	CAYUGA/SENECA LIFE LEASE	CONDITIONAL LIFE LEASES/MOHOAWK DEED LANDS - Conditional Life Leases / Mohawk Deed Lands, Seneca & Cayuga Townships, February 26, 1787, Deed
	NORTH CAYUGA	No. 31, dated April 19, 1831, North Pt. of Cayuga Township, Talbot Road Lands
	CAYUGA - NORTH RESERVE	INDIAN RESERVATION - Indian Reservation, September 28, 1831, Chiefs reserved 2 miles back from Grand River, North Pt. of Cayuga Township
	CAYUGA - SOUTH	No. 35, dated February 8, 1834, Township of Dunn and Pts. of the Townships of Moulton, Canborough & Cayuga
	BLOCK 6	Canborough Township
	CANBOROUGH PART	No. 38, dated February 8, 1834, Township of Dunn and Pts. of the Townships of Moulton, Canborough & Cayuga
	DUNNVILLE	No. 38, dated February 8, 1834, Township of Dunn and Pts. of the Townships of Moulton, Canborough & Cayuga
	DUNN TOWNSHIP	No. 38, dated February 8, 1834, Township of Dunn and Pts. of the Townships of Moulton, Canborough & Cayuga
	BLOCK 5	Moulton Township
	SHERBROOKE	Sherbrooke Township
	ORDNANCE RESERVE	Ordinance Reserve, Port Maitland, Lots 25 & 26, Con. 4, Dunn Township
	NO. 38	No. 38, dated February 8, 1834, Township of Dunn and Pts. of the Townships of Moulton, Canborough & Cayuga

County, City, River & Road Data acquired by Grand River Conservation Authority

Prepared for Nativelands

July 2009





The estimates for the province (personal and corporate) income taxes are \$1.225 billion, and \$848 million respectively. The total estimated annual return to municipalities and provincial coffers is \$3,725,045,536 from the Haldimand Treaty lands where Six Nations interests remain outstanding.

Six Nations must also remind Ontario that our interest in these outstanding lands and resources do not transfer free and clear to Ontario.

Section 109 of the BNA Act, 1867

“All Lands, Mines, Minerals, and Royalties belonging to the several Provinces of Canada at the Union.... shall belong to the several Provinces.... subject to any Trusts existing in respect thereof, and to any Interest other than that of the Province in the same”.

Therefore, prior to any permits being issued or authorization for any natural resource developments to occur, Ontario must first obtain Six Nations’ free, prior and informed consent with a Just and Fair mechanism for fair accommodation and just redress as sanctioned by Canada in Section 32(3) of the United Nations Declaration on the Rights of Indigenous Peoples.

The United Nations Duty to Consult and Accommodate

In 2007, the United Nations General Assembly adopted the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP). This followed more than twenty years of discussions with Indigenous representatives and Countries within the UN system. Australia, Canada, New Zealand and the United States voted against supporting the Declaration.

The relevant articles of Convention 169 on the duty to consult with Indigenous Peoples are:

Article 26

- Indigenous peoples have the right to the lands, territories, and resource which they have traditionally owned, occupied or otherwise used or acquired.
- Indigenous peoples have the right to own, use, develop and control the lands, territories and resources that they possess by reason of traditional occupation or use, as well as those which they have otherwise acquired.
- States shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the indigenous peoples concerned.

Article 27

- States shall establish and implement, in conjunction with indigenous peoples concerned, a fair, independent, impartial, open and transparent process, giving due recognition to indigenous people’s laws, traditions, customs and land tenure systems, to recognize and adjudicate the rights of indigenous peoples pertaining to their lands, territories and resources, including those which were traditionally owned or otherwise occupied or used. Indigenous peoples shall have the right to participate in this process.

Article 32

- Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources.
- States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free and informed consent prior to approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.



- States shall provide effective mechanisms for just and fair redress for any such activities, and appropriate measures shall be taken to mitigate adverse environmental, economic, social, cultural or spiritual impact.

Six Nations and the United Nations

During the last eight years, the SNGREC has been actively educating people associated at the United Nations (UN) through the Permanent Forum on the Rights of Indigenous Peoples to the policies and practices of Canada subverting just resolution for Six Nations’ Land Rights. SNGREC representatives have hosted three side events at the UN explaining their Land Rights issues with recommendations for resolution and seeking UN intervention and have participated and presented in numerous North American Indigenous Peoples’ Caucus sessions and the Indigenous Voices at the UN again telling their Land Rights story.

- January, 2012, SNGREC presented a Shadow Report Committee on the Elimination of all Forms of Racial Discrimination (CERD) responding to Canada’s 19th and 20th Reports to the CERD of the UN with correcting information.
- October, 2013, in Ottawa as a part of the IROQUOIS CAUCUS, Elected Chief Ava Hill presented Six Nations’ Land Rights and other concerns to UNITED NATIONS SPECIAL RAPPORTEUR JAMES ANAYA.
- May, 2014, Elected Chief Ava Hill formally presented to the Thirteenth Session of the Permanent Forum on Indigenous Issues highlighting the following recommendations:

In upholding the United Nations Declaration on the Rights of Indigenous Peoples, Six Nations of the Grand River once again calls upon the United Nations to:

Call upon Canada to support land, resource and revenue sharing agreements with the Six Nations of the Grand River throughout their Treaty Lands to establish a self-sustaining, adequate, stable economy with the necessary land base sufficient to achieve and practice our Inherent Right to Self-Government as promised in Canada’s Constitution.

Call upon Canada to immediately abandon existing policies such as its Comprehensive and Specific Claims policies which extinguish or have the effect of extinguishing their children’s rights to lands, territories and resources. Canada must enter into and honour long term Treaty Relationships with the Six Nations of the Grand River in addressing their Land Rights issues.

Call upon Canada to require Six Nations of the Grand River’s Free Prior and Informed Consent prior to passing any legislation affecting the lives and well being of the Six Nations Peoples and require their Free Prior and Informed Consent prior to any developments taking place within their Treaty Territories.

Call upon Canada in conjunction with Six Nations of the Grand River to create truly neutral dispute resolution tribunals to resolve legal disagreements relating to their Land Rights. Such a tribunal would have the authority to make binding decisions on the validity of issues, compensation criteria and innovative means for resolving issues. Progress on negotiations shall report to the United Nations and to the Parliament of Canada through a special joint Six Nations/Parliamentary Committee.

- April, 2015, Elected Chief Ava Hill presented to the Fourteenth Session of the Permanent Forum on Indigenous issues seeking support for Six Nations Land Rights issues. This resulted from the following support from the Permanent Forum on Indigenous Issues:





36. *The Permanent Forum is concerned that legal obligations and commitments and indigenous peoples' treaties, agreements and other constructive arrangements with States are routinely denied and violated by States. With regard to interventions by indigenous peoples on unresolved land rights, including the Six Nations of the Grand River and others on which the Forum has made specific recommendations in the past, the Forum calls upon States to fairly and equitably redress the long standing unresolved land rights issues through good-faith negotiations, consistent with the United Nations Declaration and without extinguishing indigenous peoples' land rights.*

Shortly after the 2015 federal election, Federal Indian and Northern Affairs Minister, Carolyn Bennett pledged that the new Liberal government would implement the UN declaration as part of its effort to rebuild its working relationships with First Nations, Métis and Inuit peoples. Canada officially endorsed the declaration in 2010, but the Conservative government of the day called it an “aspirational document” and not legally binding.

On December 15, 2015 Prime Minister Justin Trudeau accepted the final report from the Truth and Reconciliation Commission (TRC) of Canada in Ottawa. The Government of Canada committed to support the work of reconciliation, continue the necessary process of truth telling and healing, and work with provinces and territories, First Nations, the Métis Nation, and Inuit, to implement the calls to action of the TRC.

The Prime Minister Trudeau said, “*This is a time of real and positive change. We know what is needed is a total renewal of the relationship between Canada and Indigenous peoples. We have a plan to move towards a nation-to-nation relationship based on recognition, rights, respect, cooperation and partnership...*” “*And we will, in partnership with Indigenous communities, the provinces, territories, and other vital partners, fully implement the Calls to Action of the Truth and Reconciliation Commission, starting with the implementation of the United Nations Declaration on the Rights of Indigenous Peoples.*”

In 2016, at the United Nations in New York City, Canada formally adopted the UNDRIP and said “*We are now a full supporter of the declaration, without qualification,*” and stated “*By adopting and implementing the declaration, we are excited that we are breathing life into Section 35 and recognizing it as a full box of rights for Indigenous Peoples in Canada.*”

In 2016, the Premier for Ontario confirmed Ontario’s commitment to implement the TRC recommendations. The Premier said “*I hope to demonstrate our government’s commitment to changing the future by building relationships based on trust, respect and Indigenous Peoples’ inherent right to self-government.*” Ontario commits to working in partnership with Indigenous leaders and their communities to undertake 26 new initiatives that will help build trust and respect into our relationships and build opportunity and security into the lives of Indigenous people. The Premier promised to engage with Indigenous partners on approaches to enhance participation in the resource sector by improving the way resource benefits are shared and to work with the federal government to address the UNDRIP.

In 2019, Elected Chief Ava Hill, presented to the Eighteenth Session of the Permanent Forum on Indigenous Issues outlining the continued “Free, Prior and Informed Consent” issue of contention across Canada with all Indigenous Nations. Six Nations of the Grand River remain in the courts seeking justice for our lands, resources and revenues mismanaged and neglected by the Crown. However, guided by the principles and articles of the UNDRIP and supported by a decade of Supreme Court of Canada decisions, Six Nations of the Grand River are forging ahead and are in active discussions with Canada. Chief Hill, acknowledged the forums accomplishments to date and thanked them for their hard and tireless efforts to get us where we are today.



The Global Approach - Resource and Revenue Sharing

Upon the commitment of the Premier for Ontario to move forward guided by the UNDRIP, we point to Section 32, Subsection 1 and 2 of UNDRIP which states that:

32.1 *“Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources.”*

32.2 *“States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.”*

It is based upon these promises and commitments made by the leaders of Canada and Ontario that we place the following resource and revenue sharing proposals for the natural resources and lands within 1784 Haldimand Treaty Lands of Six Nations:

Aggregates (sand, gravel, shale, stone, limestone, dolostone, sandstone, marble, granite and rock):

Six Nations is seeking a per ton royalty revenue of aggregate harvested from within their 1784 Haldimand Treaty Lands. This is consistent with Six Nations’ efforts for achieving a global certainty for sharing this natural resource and to meet the legal requirements for Crown’s consultation and accommodation with Six Nations as outlined in a letter to the previous Minister of Natural Resources Linda Jeffrey. The Provincial and Municipal governments in Ontario consume more than 50% of the aggregate sourced with 60% being used in road construction. Disruption to the private sector will be minimal.

Water:

Six Nations is seeking a royalty for the millions of liters of water taken from within their 1784 Haldimand Treaty Lands by all consumers issued a Ministry of Environment and Climate Change Permit to take water.

Gypsum:

Six Nations is seeking a per ton royalty of gypsum mined throughout their 1784 Haldimand Treaty Lands. Six Nations has been unable to secure the data on the tonnage/volume of gypsum being extracted and royalties being paid as authorized by provincial permits. Ontario issued permits to take water data associated with these mining operations are also required.

Land Development and Land Transfers:

The Places to Grow Act implemented by the Ontario Ministry of Municipal Affairs has placed developmental pressure on the 1784 Haldimand Treaty Lands of Six Nations; as well as, lands and resources that are subject to litigation and uncertainty. To bring “peace in the valley,” Six Nations is seeking a percentage of all land transfer taxes as collected by the Province of Ontario involving all land transactions throughout their 1784 Haldimand Treaty Lands.

As development continues, Six Nations’ “Aboriginal and Treaty Rights” to those lands are being paved over and built upon. The future generations of the Six Nations people will never have the use of these lands again. Six Nations Aboriginal and Treaty Rights are constantly being “extinguished by small cuts” as municipalities gladly issue revenue creating permits to developers while the Crown’s legal duty to obtain our free, prior and informed consent is ignored. Nevertheless, Six Nations is working with willing developers to achieve environmental enhancements, climate change offsets, and partial replacement lands. Six Nations is seeking from the Ontario government, lands to equally compensate the “Aboriginal and Treaty Rights” to those lands lost by development. Six Nations is also pursuing a development fee, specific to offset those lands lost by development, which will then be used to purchase replacement lands.



Global Solution - Exploratory Discussions

LAND RIGHTS FRAMEWORK

Six Nations of the Grand River's experiences with Canada's Specific and Comprehensive Land Claims Policies have been unsuccessful as the existing Policy cannot provide proper restitution or compensation for Six Nations' validated "claims" and the others yet to be determined. Previous negotiations have proved unsuccessful as the "extinguishment" requirement is unacceptable and non-negotiable. Six Nations of the Grand River has previously lobbied Members of Parliament from all parties to seek support for justice in resolving their Land Rights issues and realize that Canada does not have enough money to bring historic land issues to resolution under existing policies. Six Nations has also taken their land rights issues before the United Nations Permanent Forum on the Rights of Indigenous Peoples, and to the Canadian Courts commencing in 1995.

In following the original intent of the 1784 Haldimand Treaty, the necessity for establishing a new perpetual care and maintenance mechanism that would benefit the Six Nations People and their posterity to enjoy forever based on our actual needs, while continuing to share the Haldimand Treaty Lands and resources with our neighbours is the basis for these exploratory discussions. This certainty needs to be secured in a legally binding contract with Canada and Ontario and enforceable by law.

The actual needs and shortfalls in program funding, capital and infrastructure; and ongoing operational resources need to be identified in the following sectors presently servicing the Six Nations People. We also need to identify essential areas in the Six Nations community to strengthen and assert our jurisdiction.

The following list is not conclusive as future needs likewise have to be identified and resourced accordingly:

- Six Nations Housing
- Six Nations Lands and Membership
- Six Nations Public Works
- Six Nations Parks and Recreation
- Six Nations Health Department
- Six Nations Social Services
- Six Nations Ontario Works (Welfare)
- Six Nations Lands and Resources
- Six Nations Justice System
- Six Nations Education system for Life Long Learning
- Grand River Post-Secondary Education Office
- Six Nations Language Commission
- Six Nations Polytechnic Institute
- Woodland Cultural Centre
- Grand River Employment and Training
- Ogwehoweh Skills and Trades Training Centre
- Six Nations Police Services
- Six Nations Fire and Emergency Services
- Six Nations Ambulance Services
- Six Nations of the Grand River Elected Council Administration
- Agriculture practice on Six Nations
- Forestry protection and enhancement on Six Nations
- Climate Change initiatives
- Six Nations Governance
- Six Nations control of its membership
- Six Nations Land Tenure system
- Increased Land Base
- Taxation Immunity

In moving forward, this undertaking needs to occur through ongoing community engagement and in conjunction with the Six Nations Community Plan.

“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.”

–Elected Chief William K. Montour before the Parliamentary Standing Committee on Aboriginal Affairs February 21, 1991.

Implementing the Global Solution Principles

Decommissioning the Nanticoke coal generating electrical plant had a positive environmental impact for the Six Nations Community. As a replacement alternative, Six Nations sought to be involved in the “green energy” initiatives introduced by the Province of Ontario. The legal duty to consult and accommodate Six Nations for such developments to proceed in our Treaty Lands brought forward opportunities to implement our Global Solution Principles of sharing in revenues from these developments. Thus, producing the following partnerships and fiscal arrangements:

Project Name	Project Partner(s)	Operation Date	Type of Project	Type of Equity	Project Capacity (MW)	Post Secondary Contributions*	
Conestogo Wind Energy Project	NextEra	Dec-12	Wind	Royalty (CBA)	22.92	-	
Walpole Solar	First Solar Development (Canada)	Jun-13	Solar	Royalty (NPV)	20.00	-	
Summerhaven Wind Energy Project	NextEra	Aug-13	Wind	Royalty (CBA)	124.40	\$300,000	
Port Dover Nanticoke Wind	Capitol Power	Nov-13	Wind	Royalty (CBA)	104.40	\$200,000	
Bluewater Wind Energy Project	NextEra	2014	Wind	Royalty (CBA)	60.00	-	
Jericho Wind Energy Project	NextEra	2014	Wind	Royalty (CBA)	149.00	-	
Adelaide Wind Energy Project	NextEra	Aug-14	Wind	Royalty (CBA)	59.90	-	
Bornish Wind Energy Project	NextEra	Aug-14	Wind	Royalty (CBA)	72.90	-	
Grand Renewable Wind	Samsung, Pattern Energy	Dec-14	Wind	Equity 10%	149.00	\$400,000	
Goshen Wind Energy Project	NextEra	Jan-15	Wind	Royalty (CBA)	102.00	-	
BGI Solar	Brant County, 2325705 Ontario Inc.	Mar-15	Solar	Equity 15%	.25	-	
Grand Renewable Solar	Samsung, Connor Clark & Lunn	Mar-15	Solar	Equity 10%	100	-	
Brantgate	Brantgate	Jun-15	Solar	Royalty (NPV)	8.00	-	
East Durham Wind Energy Project	NextEra	Jul-15	Wind	Royalty (CBA)	22.20	-	
OBP Solar	Brant County	Sept-15	Solar	Equity 90%	.50	-	
Gunn's Hill	Prowind, Oxford Community Energy Cooperative	Sept-16	Wind	Equity 10%	18.00	\$160,000	
Niagara Regional Wind Farm	Boralex	Nov-16	Wind	Equity 50%	230.00	\$400,000	
Port Ryerse	Boralex	Nov-16	Wind	Royalty (CBA)	10.00	-	
Nanticoke Solar	Ontario Power Generation, Mississaugas of the Credit	Mar-19	Solar	Equity 15%	44.00	-	
Niagara Reinforcement Line	Hydro One, Mississaugas of the Credit	Sept-19	Transmission Line	Equity 25%	N/A	-	
Grand Renewable Energy Park	Prov. of Ontario	on-going	Land Lease	Land Lease	-	-	
Dufferin Wind Farm	Dufferin	-	Wind	Royalty (CBA)	91.40	-	
* over 20 years					TOTALS	1388.87	\$1,460,000



These agreements do not derogate from or abrogate the Aboriginal or Treaty Rights of Six Nations or any of its members. They are also without prejudice to and do not intend to abrogate or derogate from any and all claims that the Six Nations of the Grand River have against Her Majesty the Queen in Right of Canada; Her Majesty the Queen in Right of Ontario; and the Government of Canada or the Government of Ontario. Including without limitation to the litigation commenced in the Ontario Superior Court of Justice between Six Nations of the Grand River Band as plaintiff and the Attorney General of Canada and Her Majesty the Queen in Right of Ontario as defendants; bearing Court File No. 406/95 issued out of Brantford, Ontario.

Six Nations Climate Change Undertakings

In our efforts to battle climate change, Six Nations has applied to be registered with United Nations Framework on Climate Change (UNFCCC) and the Climate Development Mechanism (CDM) as a Sovereign party and observer to the Kyoto Protocol as an autonomous Nation. Six Nations of the Grand River are adamant there must be a better solution to curtail pollution than merely allowing big corporations to pay a tax to allow them to continue polluting Mother Earth.

Six Nations is committed to comply with the fundamental baseline and principles for registration of Certified Emission Reductions (CERs) credits. The goal is to meet the quest for zero emissions in their Territory and make a significant contribution to combating climate change by preserving their forests and wetlands through ecological reforestation programs, lands and natural resources enhancements upon Six Nations and throughout our Treaty Lands. The ultimate goal is to capitalize the CERs credits to address the unmet health, social, education, housing, infrastructure and sustainable wellbeing of the Six Nations People. Our goal is to make Six Nations a “carbon neutral territory”.

The first of these core projects will be an off-grid 50 MW Solar Farm that will provide affordable energy to more than 16,000 residents in the Territory. Many are currently under stress in trying to cope with high bills from the only available resource as represented by Hydro One. This project will sequentially provide critical water and waste water infrastructure for existing housing and fulfil their never-ending stewardship for their Carolinian Forest. New jobs and training in a “green economy” on a gender equal basis will be created in the Territory resulting from these projects.



Nanticoke Solar



Something to Think About

Oka, Ipperwash, Caledonia. Blockades, masked warriors, police snipers. Why?

Because of Canada's failure to address and resolve the legitimate claims of First Nations.

Imagine your new neighbour comes into your backyard and fences off half of it. Then he sells it to someone down the street. This new neighbour tells you he got a good deal but he won't say how much he got. Then, he says that he'll take care of the cash – on your behalf, of course.

Maybe he even spends a little on himself. You complain. He denies he did anything wrong.

What would you do? Go to the proper authorities? It turns out that the authorities and their agencies work for him.

Sue him? He tells you that none of the lawyers can work for you – he's got everyone in town working for him. When he finally lets a lawyer work for you – it turns out that he can afford five of them for every one you can afford.

Finally he says: Okay, I'm willing to discuss it. But first you have to prove I did something wrong. Oh, and I get to be the judge of whether you've proved it. And, if you do prove it, I get to set the rules about how we'll negotiate. I'll decide when we've reached a deal and I'll even get to determine how I'll pay the settlement out to you. Oh, and I hope you're in no rush because this is going to take about twenty or thirty years to settle.

Sounds crazy?

Welcome to the world of First Nations Specific Claims. Specific Claims arose when Canada and its agents failed to live up to Canada's responsibilities in connection with First Nations' lands, monies and assets. In some cases Canada didn't give them the land they were promised in the treaties. In some cases, they got the land only to have it taken away again – in a way that violated Canada's own rules. In other cases, federal employees actually stole Indian land, money or other assets.

Until the 1950s, First Nations were prohibited by law from hiring lawyers to pursue these claims – many of which date back 70, 100 or 200 years. Since then impoverished Indian communities have had to fight the federal government in court or else persuade it to acknowledge the claim and negotiate a settlement. Currently, everything is done on Canada's terms and the government is both defendant and judge.

With few resources allocated to find solutions, it can often take twenty or more years from the time a First Nation comes forward with a claim to finally reaching a settlement.

Despite the amazing hurdles, almost 300 claims have been settled. In every case where they have been settled, it has meant an immediate improvement in the lives of First Nations people. It has also strengthened relations between Canada and those First Nations and between those First Nations and the communities that surround them. Settling outstanding claims is not only the just thing to do, it is the smart thing.

Close to 900 claims sit in the backlog. Things are getting worse rather than better. First Nations have been patient – incredibly patient – but their patience is wearing thin.

The choice is clear. Justice, respect, honour. Oka, Ipperwash, Caledonia.

Canada is a great nation in the world but Canada will only achieve true greatness when it has fulfilled its legal obligations to First Nations.

(Gerry St. Germain, P.C. (Chair) Nick G. Sibbeston (Deputy Chair))

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER



LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

1701 ALBANY (NANFAN) TREATY LANDS

July 19, 1701 Deed, Five Nations transferred in trust their beaver hunting grounds (800 x 400 miles) to King William III on condition the Five Nations and their descendants be allowed to hunt freely and the Crown of England protect these lands from disturbances

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

Six Nations established their villages throughout the southern portion of the tract

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

SOURCE OF GRAND RIVER

April 2, 1993, Six Nations filed claim with Canada & Ontario

Six Nations did not receive approximately 275,000 acres from the Source of the Grand River to Block 4 Nichol Township as proclaimed

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

LIFE LEASES – 1787 (Cayuga & Seneca Townships)

“Conditional Life Leases” (Mohawk Deed Lands)

Feb. 26, 1787 Deed, “never to be granted to anyone else whomsoever”

1836-1851 Letters Patent issued

No surrender for sale; Crown gave free grants; no payments were credited to Six Nations Trust Accounts

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCKS 1 - 6

Nov 2, 1796, Joseph Brant was given a Power of Attorney to surrender “In Trust” to the Crown, Blocks 1, 2, 3 and 4 to secure 999 yearly payments for Six Nations perpetual care and maintenance

Feb. 5, 1798, Joseph Brant exceeds his Power of Attorney & surrenders Blocks 1-6 “In Trust” to the Crown

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 4 - NICHOL TWP. *28,512 acres

“Nov. 2, 1796, Brant Power of Attorney”

April 17, 1807, Letters Patent issued to Thomas Clark & on June 18, 1807 mortgage executed

All the required principal and interest for Block 4 was not credited to Six Nations Trust Accounts

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 3, WOOLWICH & PILKINGTON TWP. *86,078 acres

"Nov. 2, 1796, Brant Power of Attorney"

Feb. 5, 1798, Letters Patent issued to Wm. Wallace & no mortgage executed

Sept. 23, 1806, Six Nations induced to subdivide Block 3 as Wallace could not pay

Subdivisions – 7,000 acres not returned to Six Nations as requested; all the principal and interest allegedly paid for 16,000 acres not credited to Six Nations; no record of any payments for 45,185 acres; 3,000 acres and 15,000 acres not fully accounted for

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 2 WATERLOO TWP. *94,012 acres

"Nov. 2, 1796, Brant Power of Attorney"

Feb. 5, 1798, Letters Patent issued to Richard Beasley, James Wilson & St. John B. Rousseau

May 10, 1798, joint mortgage executed

Aug. 12, 1802, Six Nations were induced to release Beasley & Assoc. from mortgage & the block was to be subdivided & separate mortgages executed

All the required principal and interest paid by the purchasers of Block 2 was not credited to Six Nations Trust Accounts and no discharge of mortgages can be located. Also, the proceeds from Block 2 were used to run Canada

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 1 - DUMFRIES TWP. *94,305 acres

"Nov. 2, 1796, Brant Power of Attorney"

Feb. 5, 1798, Letters Patent issued to Philip Stedman & he died insolvent shortly after patent issued

Mar. 1, 1809, Six Nations requested return of Block 1, but it was never returned

Aug. 31, 1811, land mortgaged to Thomas Clark

All the principal and interest allegedly paid by the purchaser of Block 1 was not credited to Six Nations Trust Accounts

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 5 - MOULTON TWP. *30,800 acres

"Unauthorized surrender by Joseph Brant"

Feb. 5, 1798, block sold to Wm. Jarvis

June 24, 1803, Crown ordered Block 5 returned to Six Nations as Jarvis could not pay

June 25, 1807, block sold to Earl of Selkirk - Oct. 16, 1909, Finance Dept. reported nothing paid on Block 5 since Feb. 1853

Oct. 18, 1984, Six Nations filed claim with Canada & Ont.

Nov. 19, 1993, Canada validated claim

May 30, 2007, Canada included Block 5 in \$125 million settlement offer in negotiations with Haudenosaunee Six Nations

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

2nd MORTGAGE ON BLOCK 5
 90 acres in Etobicoke Twp.

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BLOCK 6 - CANBOROUGH TWP. *19,000 acres

"Unauthorized surrender by Joseph Brant"

Feb. 5, 1798, block sold to Benjamin Canby

Sept. 20, 1888, Six Nations filed claim with Canada & Ontario

No mortgage was executed for Block 6 and no payments were credited to Six Nations Trust Accounts



LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

WELLAND CANAL FLOODING
 (Dunn & Cayuga Townships) 2,500 acres (approx.)

Jan. 19, 1824 Statute, provided that the Welland Canal Company was to pay for any lands it damaged or passed through

Jan. 21, 1988, Six Nations filed claims with Canada & Ontario for compensation for Six Nations lands that were flooded & never paid for

July 14, 1993, A. J. Clarke & Associates in a report commissioned by Canada concluded that 2,478.30 acres of Six Nations lands were flooded

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

WELLAND CANAL FLOODING
 (Dunn & Cayuga Townships) 2,500 acres (approx.)

Jan. 21, 1994, Canada validated claim & on May 13, 1994, accepted claim for negotiations

May 30, 2007, Canada included the Welland Canal in its \$125 million settlement offer in negotiations with Haudenosaunee Six Nations & on Dec. 7, 2007, Canada again offered \$26 million for the Welland Canal flooding

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BRANTFORD TOWN PLOT - 807 acres

April 19, 1830 Purported Surrender #30, "in Trust" to the Crown on condition the land would be sold for Six Nations use and benefit and squatters removed from their lands.

All land alienation requirements were not met; some lots were free grants; all principal and interest allegedly paid was not credited to Six Nations Trust Accounts.

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BRANTFORD TOWN PLOT - Draft Sample Lot Sales

Brantford Township
AREA SOLD
 Paid & Patented
 Paid & Patented (with Discrepancy)
 Paid & Unpatented
 Balance Owning, Patented
 Balance Owning, Unpatented
AREA IN SCLD
 Unpaid, Patented
 Unpaid, Patented (Patent Fees Paid Only)
 Unpaid, Granted
 Unpaid, Unpatented
 Unpaid, Unpatented, (Street/Road Allowances)

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

NATHAN GAGE LANDS - Brantford Area

Feb. 19, 1823, Six Nations granted conditional lease for 20 acres

Feb. 25, 1840, Letters Patent issued

Feb. 27, 1995, Six Nations filed claim with Canada & Ontario specifically for Park Lots 1-7, pt. Lot 25 & Lots 26-36

Feb. 25, 2009, Canada confirmed Six Nations' interests in Gage Lands in Brantford area are valid in negotiations with Haudenosaunee Six Nations

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

Innisfil Twp. (900 acres) & E. Hawkesbury Twp. (4,000 acres)

In 1831, Deputy Supt. William Claus was found liable for £5,641.1.4 1/2 (\$22,564.21) which he held "in trust" for Six Nations

June 6, 1831, Claus lands in Innisfil & East Hawkesbury were transferred to Six Nations to satisfy this debt

Six Nations filed claims with Canada & Ontario for Innisfil on Jan. 21, 1982 & for East Hawkesbury on Oct. 18, 1984

May 31, 1993, Canada validated both claims for negotiations

No settlement has been reached to date





LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

BRANTFORD TWP. (PT.) *48,000 acres

April 2, 1835 Purported Surrender #40, "in Trust" to the Crown on condition the land would be sold for Six Nations use and benefit and squatters removed from their lands

Johnson Settlement "reserved" out of Sur. #40 for Six Nations

All land alienation requirements were not met; some lots were free grants; all the principal and interest allegedly paid was not credited to Six Nations Trust Accounts

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

NORTH CAYUGA TWP.
 Talbot Road Lands (20,670 8/10 acres) & Indian Reservation (3,300 acres)

April 19, 1831 Purported Surrender #31, "in Trust" to the Crown with the understanding the land would be used for a road

Sept. 28, 1831, Six Nations agreed the Crown could sell 100 acre lots on each side of the Talbot Road, but reserved two miles (approx. 3,300 acres) back from the Grand River along the road

All land alienation requirements were not met; all the principal and interest allegedly paid was not credited to Six Nations Trust Accounts

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

GRAND RIVER NAVIGATION COMPANY
 Land & Money

Grand River Navigation Company lands sold to City of Brantford

Portion of tow path in Oxbow sold to individual

340 1/2 acres to tow path & lands granted to Grand River Navigation Company

Jan. 28, 1832 Statute, incorporates the Grand River Navigation Company (GRNC)

Nov. 18, 1837, free Letters Patent issued for 368 7/10 acres, which included 66' Tow Path

July 9, 1834 to March 13, 1845, Six Nations funds were used to purchase 6,121 shares of GRNC stock valued at £38,256.5 (\$160,000.00)

Research reveals more Six Nations lands and monies were given to the GRNC

May 30, 2007, Canada included GRNC Investments in \$126 million settlement offer in negotiations with Haudenosaunee Six Nations

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

GRAND RIVER NAVIGATION COMPANY
 (BRANTFORD TOWNSHIP)

LEGEND:
 Grand River Navigation Company
 Grand River
 Proposed Infrastructure

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

SIX NATIONS TOW PATH
 (BRANTFORD TOWNSHIP)

LEGEND:
 Tow Path
 Grand River

LAND RIGHTS
A GLOBAL SOLUTION
 FOR THE SIX NATIONS OF THE GRAND RIVER

TOWNSHIP OF DUNN & PARTS MOULTON & CANBOROUGH & SOUTH CAYUGA

Feb. 8, 1834, Purported Surrender #38, "in Trust" to the Crown with the understanding the land would be sold for Six Nations use and benefit

All land alienation requirements were not met; some lots were free grants; all the required principal and interest was not credited to Six Nations Trust Accounts

Huff Tract (Life Lease 1787)
 Dochstader Tract (Life Lease 1787)



LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

PLANK ROAD TIER LOTS - (Seneca & Oneida Twps.)

Jan. 16, 1835, Six Nations refused to surrender land for sale, but permitted leases for half mile on each side of the Plank Road

1837-1953, Letters Patent issued

June 18, 1987, Six Nations filed claim with Canada & Ontario

No surrender for sale; Crown sold tract depriving Six Nations of continual rental income; all the principal and interest allegedly paid was not credited to Six Nations Trust Accounts

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

CALEDONIA TOWN PLOT (Seneca & Oneida Twps., along Plank Rd.)

Oct. 4, 1843, Six Nations protested laying out of town plots. Contrary to Six Nations' wishes the Town Plot of Caledonia was laid out and to be sold

Feb. 20, 2008, Canada acknowledged Six Nations did not benefit from all the sales of Caledonia Town Plot in negotiations with Haudenosaunee Six Nations

No surrender; Crown sold land; all the principal and interest allegedly paid was not credited to Six Nations Trust Accounts

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

CALEDONIA TOWN PLOT - Draft Sample Lot Sales (Seneca & Oneida Twps., along Plank Rd.)

Caledonia Lots

- AREA SOLD
- Paid & Patented
- Paid & Patented (with Discrepancy)
- Paid & Unpatented
- Balance Owing, Patented
- Balance Owing, Unpatented
- AREA UN SOLD
- Unpaid, Patented
- Unpaid, Patented (Patent Fees Paid Only)
- Unpaid, Squatted
- Unpaid, Unpatented, (Street/Road Allowed)

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

JOHNSON SETTLEMENT (7,000 acres), EAGLES NEST (1,800 acres) & OXBOW BEND (1,200 acres) in Brantford Twp. & MARTINS TRACT (1,500 acres) in Onondaga Twp.

Oct. 4, 1843 Order in Council, the Crown reserved for Six Nations for "leasing purposes" the Johnsons Settlement, Eagles Nest, Oxbow Bend & Martins Tract

No surrender for sale; Crown sold tracts depriving Six Nations of continual rental income; all the principal and interest allegedly paid was not credited to Six Nations Trust Accounts

Jan. 19, 1989, Six Nations filed claim with Canada & Ontario

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

PUBLIC NOTICE.

07893

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 unauthorized possession of any part or parts of the said Reserves, 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.

India Office, Kingston,
 23rd January, 1844.

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

LANDS RESERVED FOR SIX NATIONS FUTURE RESIDENCE South Side of the Grand River

Jan. 22, 1844 Public Notice, Governor General ordered squatters off the Lands on the south side of the Grand River between Brantford and Dunn Townships as they were "exclusively appropriated" for the use of Six Nations

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

BURTCH TRACT - 5,223 acres (Brantford Twp.)

"Reserved for Six Nations future residence"

Oct. 4, 1843 Order in Council, Crown reserved tract for Six Nations future residence on south side of Grand River

1844-1848, Six Nations repeatedly reserved Burtch Tract for their own use

April 20, 1889, Six Nations filed claim with Canada & Ontario

May 30, 2007, Canada included Burtch Tract in \$126 million settlement offer in negotiations with Haudenosaunee Six Nations

No surrender; Crown sold tract; all the required principal and interest was not credited to Six Nations Trust Accounts

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

ONONDAGA TWP. - Lots 10-14, Con. 2 & 6-15, Con. 3 (2,000 acres)

"Reserved for Six Nations future residence"

April 2, 1844, Six Nations agree to reduce holdings on N. side of Grand River to 4,000 acres on condition lands on S. side from Brantford to Dunn Twp. be exclusively theirs

March 15, 1990, Six Nations filed claim with Canada & Ontario

No surrender; Crown sold tract; all the required principal and interest was not credited to Six Nations Trust Accounts

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

ONONDAGA TWP. - Canadian National Railway (CNR) Right-of-Way, Lots 45-61, River Range

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

Nov. 8, 1850, Proclamation issued reserving certain lands in Onondaga Township (including River Lots 45-61, Con. 3) in its entirety for Six Nations exclusively

Apr. 18, 1991, Six Nations filed claim with Canada & Ontario

No surrender for consent railway right-of-way; No license or lease by CNR; Crown is in breach of trust by allowing CNR's continue use and occupancy of said lands

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

ORDNANCE RESERVE, DUNN TWP. Lots 25 & 26, Con. 4 (75 acres)

"Included in Feb. 8, 1834, Purported Surrender #38"

1917-1940, Letters Patent issued

July 21, 1989, Six Nations filed claim with Canada & Ontario

Free grants were issued and no payments received for Six Nations use and benefit

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

SHERBROOKE TWP.

"Included in Feb. 8, 1834, Purported Surrender #38"

March 13, 1809 Purported Surrender, Six Nations surrendered to the Crown "in trust" 4,000 acres at the mouth of the Grand River to be granted to William Dickson for legal and other professional services

LAND RIGHTS A GLOBAL SOLUTION FOR THE SIX NATIONS OF THE GRAND RIVER

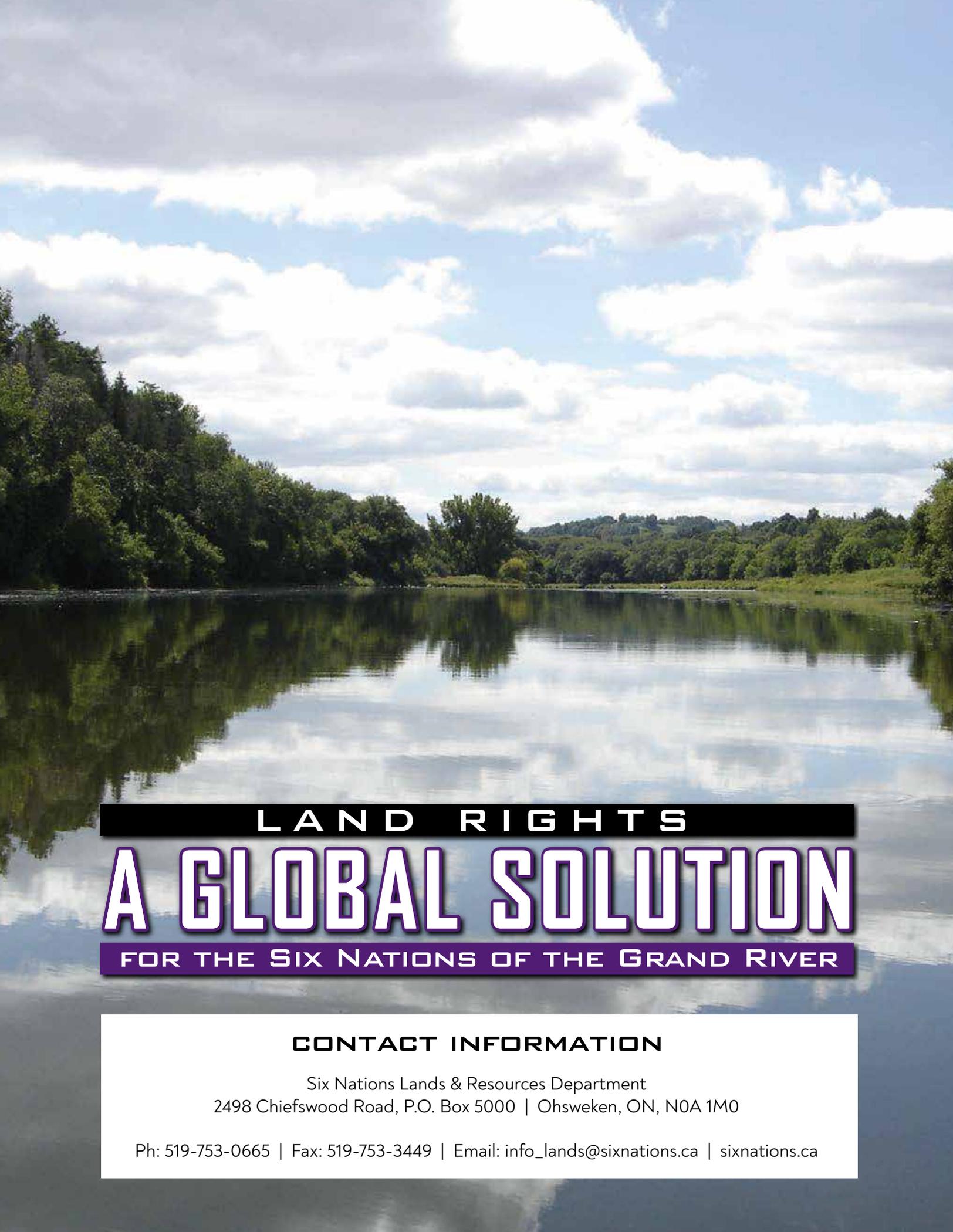
EXCLUDED FROM PURPORTED SURRENDERS

Gore of Dumfries

1st Concession Brantford Twp.

Gore of Dumfries Jan. 14, 1812, Executive Council informed that Block 1 Dumfries Twp. does not come to within 4-5,000 paces of Dundas Street (Governors Road). By Statute of 1821, the Gore between Dumfries and Dundas Street was attached to Dumfries Twp.

1st Concession Brantford Twp. April 2, 1835 Purported Surrender #40, describes the bounds on the south side of the allowance for a road between the first and second concession of Brantford Twp.



LAND RIGHTS
A GLOBAL SOLUTION
FOR THE SIX NATIONS OF THE GRAND RIVER

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