

Clerk's Stamp:

COURT FILE NUMBER: 1103 14112

COURT OF QUEEN'S BENCH OF ALBERTA EDMONTON
JUDICIAL CENTRE

**IN THE MATTER OF THE TRUSTEE ACT,
R.S.A 2000, C. T-8, AS AMENDED**

IN THE MATTER OF THE SAWRIDGE
BAND INTER VIVOS SETTLEMENT
CREATED BY CHIEF WALTER PATRICK
TWINN, OF THE SAWRIDGE INDIAN
BAND, NO. 19, now known as SAWRIDGE
FIRST NATION, ON APRIL 15, 1985
(the "1985" Sawridge Trust")

APPLICANTS

ROLAND TWINN,
CATHERINE TWINN,
WALTER FELIX TWIN,
BERTHA L'HIRONDELLE, and
CLARA MIDBO, as Trustees for the 1985
Sawridge Trust

DOCUMENT

AFFIDAVIT OF ROMAN BOMBAK

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Hutchison Law
#155, 10403 – 122 Street
Edmonton, AB T5N 4C1

Attention: Janet L. Hutchison
Telephone: (780) 423-3661 ext.225
Fax: (780) 426-1293
File: 51433 JLH

AFFIDAVIT OF ROMAN BOMBAK

Sworn on June 12, 2015

I, Roman Bombak, of Edmonton, Alberta, SWEAR THAT:

1. I am the Manager of Information and Legal Services in the Office of the Public Trustee.

2. Unless otherwise stated, my Affidavit is based on information I have obtained from a review of the attached exhibits or information provided by Janet L. Hutchison, of Hutchison Law, Counsel for the Office of the Public Trustee. In all cases, I verily believe the same to be true.

Proceedings to Date

3. On or about May 5, 2014, Counsel for the Public Trustee provided Counsel for the Sawridge Trustees with a list of the documents and information expected to be requested of Paul Bujold in the course of questioning. A true copy of Ms. Hutchison's May 5, 2015 letter is attached to this my Affidavit as Exhibit 1.
4. Counsel for the Sawridge Trustees responded to Counsel for the Public Trustee on May 20, 2014 and May 23, 2014 by email. True copies of the May 20, 2014 (and the attached documents) and the May 23, 2014 email (without attachments) are attached to this my Affidavit as Exhibits 2 and 3, respectively. The following documents attached to the May 20, 2014 email were also marked as Exhibits in Mr. Bujold's May 27-28, 2014 questioning:
 - i) Membership Application Statistics as of May 13, 2014.pdf [Exhibit #4, Mr. Bujold's May 27-28, 2014 questioning]
 - ii) MEMBERSHIP RULES.pdf [Exhibit #5, Mr. Bujold's May 27-28, 2014 questioning]
 - iii) Blank Form as of May 2014.pdf [Exhibit #6, Mr. Bujold's May 27-28, 2014 questioning]
 - iv) Acceptance and Rejection Letters.pdf [Exhibit #7, Mr. Bujold's May 27-28, 2014 questioning]
 - v) Letters re missing information.pdf [Exhibit #8 Mr. Bujold's May 27-28, 2014 questioning]
5. Mr. Bujold's questioning was held on May 27 and 28, 2014. Attached to this my Affidavit as Exhibit 4 is the list of Exhibits from that questioning.
6. Ms. Poitras' questioning began on May 29, 2014 but was adjourned due to issues arising from certain without prejudice documents Counsel for the Sawridge Trustees wished to mark as Exhibits in the questioning.
7. Ms. Poitras' questioning resumed April 9, 2015. Attached to this my Affidavit as Exhibit 5 is a true copy of the list of Exhibits from Ms. Poitras' questioning. Attached to this my

Affidavit as Exhibit 6 is a true copy of the list of Undertakings requested in that questioning.

8. Mr. Bujold's Answers to Undertakings were delivered to Counsel for the Public Trustee on December 1, 2014. Attached to this my Affidavit as Exhibit 7 is a true copy of the cover letter from Denton's and list of Undertaking answers provided.
9. Mr. Bujold's questioning on the May 20, 2014 documents and Answers to Undertakings was scheduled to proceed on May 13, 2015. That questioning was postponed. Attached to this my Affidavit as Exhibit 8 is correspondence from *Hutchison Law* dated May 6, 2015.

Production of Documents

10. Subsequent to the 2014 questionings, counsel for the Public Trustee expressed concerns regarding incomplete and potentially selective document production. Discussions between counsel about these concerns continued until April 2015. Attached to this my Affidavit as Exhibits 9 – 12, respectively, are true copies of the following emails and letters:
 - i) Letter dated June 9, 2014 from RMRF (Counsel for the Sawridge Trustee) to Chamberlain Hutchison (now Hutchison Law - Counsel for the Public Trustee). [Exhibit 9]
 - ii) Letter dated July 7, 2014 from RMRF (Counsel for the Sawridge Trustees) to Chamberlain Hutchison (now Hutchison Law - Counsel for the Public Trustee). [Exhibit 10]
 - iii) Letter dated July 23, 2014 from Chamberlain Hutchison (now Hutchison Law - Counsel for the Public Trustee) to RMRF (Counsel for the Sawridge Trustee). [Exhibit 11]
 - iv) Letter dated April 7, 2015 from Terry P. Glancy, Barrister and Solicitor to Hutchison Law (Counsel for the Public Trustee). [Exhibit 12]
11. The Public Trustee's apprehension of selective production and the need for further production, possibly directly from Sawridge First Nation, was raised as recently as April 7, 2015 in a teleconference with Sawridge Trustee's Counsel in Ms. Hutchison's April 23, 2015 email [Exhibit 23, page 287].

12. In or about January 2015 a Sawridge Band member, who is not a Sawridge Trustee, contacted Counsel for the Public Trustee to inquire about the result of a court hearing involving Catherine Twinn and the Sawridge Trust. They advised Counsel for the Public Trustee they understood the hearing occurred in December 2014.
13. Counsel for the Public Trustee was not aware of such a hearing and filed a Courthouse search. A true copy of the procedure card obtained from the Court is attached to this my affidavit as Exhibit 13. Through further courthouse searches, Counsel for the Public Trustee obtained copies of several of the documents filed in that action, including Paul Bujold's Affidavit, dated September 10, 2014, Exhibit F to the Affidavit of Paul Bujold, Catherine Twinn's Affidavit dated December 8, 2014, and selected Exhibits to that Affidavit. Mr. Poretti later provided the Counsel for Public Trustee with a copy of Catherine Twinn's December 8, 2014 Affidavit and a complete set of Exhibits [see April 10, 2015 email, Exhibit 19]. True copies of those documents are attached to this my Affidavit as Exhibits 14, 15, and 16, respectively.
14. During the April 7, 2015 teleconference with Counsel for the Sawridge Trustees, Counsel for the Public Trustee raised a number of concerns, including:
 - i) selective document production, and
 - ii) duplication between the within proceeding and QB Action 1403-04885.
15. Regarding QB Action 1403-04885, Counsel for the Sawridge Trustees indicated that:
 - i) The only issue raised before Justice Thomas in the December 17, 2014 hearing was whether he was seized with QB Action 1403-04885.
 - ii) Dentons had been Counsel in QB Action 1403-04885 to confirm the election and appointment of two new Trustees. Ms. Twinn then filed a motion within that proceeding to challenge the appointments.
 - iii) Ms. Twinn's application within QB Action 1403-04885 had not yet been decided.
 - iv) In response to the concerns of Counsel for the Public Trustee that Ms. Twinn's December 8, 2014 affidavit, particular issues #1, #3, #4 and #7 of Exhibit J, revealed overlapping issues as between the two proceedings, Ms. Bonora provided her understanding that Ms. Twinn would not be seeking findings from the Court in QB Action 1403-04885 on those topics (namely Sawridge Trustee conflicts of interest, concerns about the Sawridge membership process/ Trust beneficiary identification process, or the transfer of assets into the Trusts).

16. Counsel for the Public Trustee advised Counsel for the Sawridge Trustees that she would need to confirm Ms. Bonora's understanding with counsel for Catherine Twinn in QB Action 1403-04885, being Karen Platten Q.C. Attached to this my Affidavit as Exhibit 17 is a true copy of the email from Counsel for the Public Trustee to Ms. Platten.
17. Counsel for the Public Trustee communicated with Counsel for the Sawridge Trustees about her intention to contact Ms. Platten regarding that matter on several occasions. She also requested a complete copy of all documents filed in the Action. Attached to this my Affidavit as Exhibits 18, 19, 20, 21 and 22, respectively, are true copies of the following emails:
- i) Email from Hutchison Law (J. Hutchison) to RMRF (M. Poretti) and Dentons (D. Bonora) dated, April 10, 2015 (sent at 10:37am). [Exhibit 18]
 - ii) Email from RMRF (M. Poretti) to Hutchison Law (J. Hutchison) (cc to Dentons (D. Bonora) dated, April 10, 2015 (sent at 2:12pm). [Exhibit 19], with the third attachment to the email to be found at Exhibit 16.
 - iii) Email from RMRF (M. Poretti) to Hutchison Law (C. Monson, legal assistant) and Hutchison Law (J. Hutchison) (cc to Dentons (D. Bonora) dated, April 14, 2015 (sent at 7:07am). [Exhibit 20]
 - iv) Email from Hutchison Law (J. Hutchison) to RMRF (M. Poretti) and Dentons (D. Bonora) dated, April 15, 2015 (sent at 5:04pm). [Exhibit 21]
 - v) Email from Hutchison Law (C. Monson, legal assistant) to RMRF (M. Poretti) and Dentons (D. Bonora) dated, April 20, 2015 (sent at 11:27am). [Exhibit 22]
18. RMRF provided the documents they had from QB Action 1403-04885. Dentons did not respond to the requests for documents filed in QB Action 1403-04885.
19. On April 21, 2015, Counsel for the Sawridge Trustees requested they be included in the meeting between Counsel for the Public Trustee and Counsel for Ms. Twinn in QB Action 1403-04885. Attached to this my Affidavit as Exhibits 23 and 24, respectively, are true copies of the email exchanges between counsel from April 21 – 27, 2015.
- i) Email from Dentons (D. Bonora) to Hutchison Law (J. Hutchison) and RMRF (M. Poretti), dated April 21, 2015 (sent at 6:15pm). [Exhibit 23, page 290]
 - ii) Email from Hutchison Law (J. Hutchison) to Dentons (D. Bonora) and RMRF (M. Poretti), dated April 22, 2015 (sent at 6:27pm). [Exhibit 23, page 289]
 - iii) Email from Dentons (D. Bonora) to McLennan Ross LLP (K. Platten) (cc to Hutchison Law (J. Hutchison), dated April 23, 2015 (sent at 7:20am). [Exhibit 23, page 289]

- iv) Email from McLennan Ross LLP (K. Platten) to Dentons (D. Bonora) (cc to Hutchison Law (J. Hutchison), dated April 23, 2015 (sent at 4:48pm). [Exhibit 23, page 289]
- v) Email from Hutchison Law (J. Hutchison) to McLennan Ross LLP (K. Platten) and Dentons (D. Bonora), dated April 23, 2015 (sent at 5:57pm). [Exhibit 23, page 288]
- vi) Email from Dentons (D. Bonora) to Hutchison Law (J. Hutchison), dated April 23, 2015 (sent at 6:07pm). [Exhibit 23, page 288]
- vii) Email from Dentons (D. Bonora) to McLennan Ross LLP (K. Platten) (cc to B. Heidecker, P. Bujold, RMRF (M. Poretti), and Hutchison Law (J. Hutchison), dated April 23, 2015, sent at 6:10pm. [Exhibit 24]
- viii) Email from Hutchison Law (J. Hutchison) to Dentons (D. Bonora) (cc to RMRF (M. Poretti) and McLennan Ross LLP (K. Platten), dated April 23, 2015 (sent at 6:33pm). [Exhibit 23, page 287]
- ix) Email from Dentons (D. Bonora) to Hutchison Law (J. Hutchison) and McLennan Ross LLP (K. Platten) (cc to Bryan and Company LLP (N. Cumming), dated April 23, 2015 (sent at 7:54pm). [Exhibit 23, page 286]
- x) Email from Bryan and Company LLP (N. Cumming) to Dentons (D. Bonora), Hutchison Law (J. Hutchison) and McLennan Ross LLP (K. Platten), dated April 24, 2015, sent at 1:22pm. [Exhibit 23, page 286]
- xi) Email from Hutchison Law (J. Hutchison) to Bryan and Company LLP (N. Cumming), Dentons (D. Bonora) and McLennan Ross LLP (K. Platten) (cc to RMRF (M. Poretti), dated April 24, 2015, sent at 2:24pm. [Exhibit 23, page 285]
- xii) Email from Karen Platten to Hutchison Law (J. Hutchison), Bryan and Company LLP (N. Cumming) and Dentons (D. Bonora) (cc to RMRF (M. Poretti), dated April 27, 2015, sent at 9:41 am. [Exhibit 23, page 284]
- xiii) Email from Bryan and Company LLP (N. Cumming) to McLennan Ross LLP (K. Platten), Hutchison Law (J. Hutchison) and Dentons (D. Bonora) (cc to RMRF (M. Poretti), dated April 27, 2015, sent at 10:57am. [Exhibit 23, page 284]
- xiv) Email from RMRF (M. Poretti) to Bryan and Company LLP (N. Cumming), McLennan Ross LLP (K. Platten) and Hutchison Law (J. Hutchison) (cc to Dentons (D. Bonora), dated April 27, 2015, sent at 2:22pm. [Exhibit 23, page 284]

20. Counsel for the Public Trustee and Counsel for Catherine Twinn held a meeting on April 27, 2015 at 2:00pm. Mr. Poretti's April 27, 2015 email [Exhibit 23, page 284] was received after that meeting concluded.
21. The focus of the meeting, much as outlined in Ms. Hutchison's email of April 23, 2015 [Exhibit 23, page 287], was the Public Trustee's request for confirmation regarding Ms. Platten's understanding about whether issues #1, #3, #4 and #7, as set out in Exhibit J to Catherine Twinn's December 8, 2014 Affidavit [Exhibit 16], were issues Ms. Platten expected the Court to decide in QB Action 1403-04885. Ms. Platten advised all four of those issues were expected to be addressed in QB Action 1403-04885.
22. I have reviewed, and compared, the filed pleadings and Court orders in the within action and QB Action No. 1403-04885 and noted the similarities and differences set out in the table attached to this my affidavit as Exhibit 38.
23. Subsequent to the April 27, 2015 meeting, the following emails and letters were exchanged between counsel, true copies of which are attached to this my Affidavit as Exhibits 8 and 25 - 34, respectively
- i) Letter dated May 5, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustees). [Exhibit 25]
 - ii) Letter dated May 6, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustees). [Exhibit 8]
 - iii) Email from Dentons (D. Bonora) to Hutchison Law (J. Hutchison), dated May 9, 2015 (sent at 4:33pm). [Exhibit 26]
 - iv) Email from Dentons (D. Bonora) to Hutchison Law (J. Hutchison), dated May 14, 2015 (sent at 10:30pm). [Exhibit 27]
 - v) Letter dated May 15, 2015 from Hutchison Law (Counsel for the Public Trustee) to all Counsel. [Exhibit 28]
 - vi) Letter dated May 22, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustees). [Exhibit 29]
 - vii) Email from Dentons (D. Bonora) to Hutchison Law, dated May 22, 2015 (sent at 5:50pm). [Exhibit 30]
 - viii) Email from Dentons (D. Bonora) to Hutchison Law (C. Monson, legal assistant) and RMRF (M. Poretti) (cc to DLA Piper (P. Kennedy), Parlee McLaws LLP (E. Molstad), Bryan and Company LLP (N. Cumming), McLennan Ross LLP (K. Platten) and Hutchison Law (J. Hutchison), dated May 22, 2015 (sent at 5:53pm). [Exhibit 31]

- ix) Letter dated May 27, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustees). [Exhibit 32]
- x) Letter dated May 27, 2015 from Hutchison Law (Counsel for the Public Trustee) to all Counsel. [Exhibit 33]
- xi) Letter dated June 1, 2015 from Dentons (Counsel for the Sawridge Trustee) to Hutchison Law (Counsel for the Public Trustee) sent via fax 3:20pm. [Exhibit 34]

Costs

- 24. The Order of Justice Thomas dated June 12, 2012, upheld by the Court of Appeal on June 19, 2013, ordered the Public Trustee receive “full and advance indemnification for its participation in the proceedings to make revisions to the 1985 Sawridge Trust.”
- 25. In or about November 2014, Counsel for the Sawridge Trustees and Counsel for the Public Trustee agreed to a protocol regarding billing and payment of Public Trustee legal fees, the details of which were without prejudice.
- 26. After the production of documents from Elizabeth Poitras’ Federal Court membership litigation (Federal Court Action No. T-2655-89) in the course of Mr. Poitras’ questioning, Counsel for the Public Trustee requested approval to retain Terry Glancy, Ms. Poitras’ legal Counsel in the Federal Court Action, to assist in document review and preparation for the resumption of Ms. Poitras’ questioning. Counsel for the Sawridge Trustees indicated the costs associated with Mr. Glancy’s retainer were not acceptable. A true copy of Hutchison Law’s letter in that regard is attached to this my Affidavit as Exhibit 11.
- 27. After receipt of the Sawridge Trustee’s litigation plan in May 2015, Counsel for the Public Trustee advised Counsel for the Sawridge Trustees she would be accessing agency and legal research services through Supreme Advocacy LLP to assist with the workload in this proceeding. The following emails and letters were exchanged, true copies of which are attached to this my Affidavit as Exhibits 29, 31, 32, 33, 35, and 36, respectively:
 - i. Letter dated May 19, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustees). [Exhibit 35]
 - ii. Email dated May 21, 2015 (sent 9:49PM) from Denton’s (D. Bonora) to Hutchison Law (J.Hutchison), RMRF (M. Poretti), DLA Piper (P. Kennedy), Parlee McLaws LLP (E. Molstad), Bryan and Company LLP (N. Cumming), and McLennan Ross LLP (K. Platten). [Exhibit 36]

- iii. Letter dated May 22, 2015 from Hutchison Law (Counsel for the Public Trustee) to Denton's and RMRF (Counsel to the Sawridge Trustees), cc'd to DLA Piper (P. Kennedy), Parlee McLaws LLP (E. Molstad), Bryan and Company LLP (N. Cumming), McLennan Ross LLP (K. Platten). [Exhibit 29]
 - iv. Email from Dentons (D. Bonora) to Hutchison Law (C. Monson, legal assistant) and RMRF (M. Poretti) (cc to DLA Piper (P. Kennedy), Parlee McLaws LLP (E. Molstad), Bryan and Company LLP (N. Cumming), McLennan Ross LLP (K. Platten) and Hutchison Law (J. Hutchison), dated May 22, 2015 (sent at 5:53pm). [Exhibit 31]
 - v. Letter dated May 27, 2015 from Hutchison Law (Counsel for the Public Trustee) to RMRF and Dentons (Counsel for the Sawridge Trustee) [Exhibit 32]
 - vi. Letter dated May 27, 2015 from Hutchison Law (Counsel for the Public Trustee) to all Counsel [Exhibit 33]
28. The Public Trustee's office receives and **reviews all accounts issued** by Hutchison Law.
29. The qualifications of Supreme Advocacy LLP, and the firm's particular experience would be beneficial in the within proceeding. Attached to this my Affidavit as Exhibit 37 is a true copy of a Curriculum Vitae from Supreme Advocacy LLP. By way of summary, Mr. Meehan, Q.C.'s particular experience includes:
- i) articulated at Parlee McLaws (Edmonton office);
 - ii) practising member of Law Society of Alberta for 33 years;
 - iii) Queen's Counsel designation in Alberta;
 - iv) was Professor of Law at the University of Alberta (1978-1986), teaching courses including Trusts;
 - v) co-authored 1st edition of *Creditors Remedies in Alberta* (with Peter Vaartnou of *Milner Steer* as it then was);
 - vi) actively practises in Alberta, and currently active counsel of record in Alberta Queen's Bench (in other than the within matter).
30. Both Mr. Glancy and Supreme Advocacy LLP have extensive background with Sawridge membership matters and First Nations trusts. They are familiar with the history of Bill C-31, Sawridge membership issues and issues unique to First Nations trusts.

31. I make this Affidavit in support for the Public Trustee's application for further and better production in the within proceeding and seeking the advice and direction of the Court.

SWORN BEFORE ME at Edmonton, Alberta,
this 12th day of June, 2015.

Commissioner for Oaths in and for the
Province of Alberta

JANET L. HUTCHISON
Barrister & Solicitor

ROMAN BOMBAK

CHAMBERLAIN HUTCHISON+

Barristers and Solicitors

*Andrew J. Chamberlain, LL.B.
*Janet L. Hutchison, LL.B.

This is Exhibit "1" returned to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

E-mail: jhutchison@chamberlainhutchison.com

before me this 12 day of
June A.D. 20 15

Suite 155, Glenora Gates
10403 - 122 Street
Edmonton, Alberta T5N 4C1
Telephone: (780) 423-3661
Fax: (780) 426-1293

Our File: 51433 JLH

SENT BY EMAIL ONLY

May 5, 2014

A Commissioner for Oaths in and for Alberta
JANET L. HUTCHISON
Barrister & Solicitor

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Fraser Milner Casgrain Law
Suite 2900 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: In the Matter of Sawridge Band Inver vivos Settlement (1985 Sawridge Trust) / Appeal No. 1203-0230AC

In relation to the April 30, 2014 Consent Order, please find below, a list of documents and information that we intend to request from Mr. Bujold in the course of questioning. I look forward to receiving the documents you are able to provide by May 16, 2014.

1. Details of the identities and contact information of all minors the Sawridge Trustees are aware of who are affected, or potentially affected, by the main application.
2. Copies of all versions of the Sawridge Band membership rules, processes and applications that have been in effect between 1985 and present.
3. The number of Sawridge Band membership applications received and decided each year from 1985 to present.
4. Any other documents relevant to the Sawridge membership process and its operations since 1985.
5. Details of family or other relationships between individuals approved for Sawridge Band membership after 1985 and any past or present members of Chief and Council of the Sawridge Band or the Sawridge Trustees.

6. Any documentation available regarding the transfer of assets from the 1982 Trust to the 1985 Trust or documents to establish the efforts made by the Trustees to obtain that information.
7. Sawridge Band Chief and Council Code of Conduct or any guidelines or policies regarding conflicts of interest that have existed between 1985 and present.
8. Codes of Conduct or any guidelines or policies regarding conflicts of interest that have existed for the Sawridge Band Membership Committee, Membership Appeal Committee or the Sawridge Trustees from 1985 until present.
9. Copies of all decisions on Sawridge Band membership (acceptance or denial) made since 1985.
10. Copies of the 3 Applications made by minor children that were deemed incomplete and copies of the correspondence from the Membership Committee requesting completion as referred to on pg. 4 of the summary of the membership process, attached to Denton's January 27, 2014 correspondence.
11. Documentation that would confirm the dates on which Elizabeth Poitras and Tracey Poitras-Collins first applied for membership and the dates they were added to the Sawridge membership list.
12. Any documentation that relates to the Sawridge Trustee's efforts to identify and locate all minor beneficiaries and beneficiaries or potential beneficiaries with minor children. Specifically, any documentation showing how pending Sawridge Band membership applications have been considered in relation to locating and identifying all minor beneficiaries.
13. Related to paragraph 12 above, copies of any and all newspaper or other advertisements the Sawridge Trustees have placed to notify beneficiaries and potential beneficiaries of the proceedings (including the advertisements referred to in para. 7 of Mr. Bujold's August 30, 2011 Affidavit).
14. Copies of all documentation related to responses, inquiries or other expressions of interest the Sawridge Trustees have received as a result of the activities that are the subject of paragraphs 12 and 13, above, including the responses referred to in paragraph 8 of Mr. Bujold's August 30, 2011 affidavit.
15. A copy of the list or lists complied, as referred to in paragraph 10 of Mr. Bujold's August 30, 2011 affidavit.
16. A copy of the Sawridge Band Council Resolution dated July 21, 1988 attaching the list of persons who had indicated an interest in writing in applying for Sawridge Band membership (referred to in *Sawridge Band v. Canada* [2004] F.C.J. No. 77, at para. 34) and documentation of any efforts made by the Sawridge Trustees to locate these individuals and ascertain whether they have minor children that may qualify as beneficiaries.

17. Any documents relevant to the process the Sawridge Trustees used develop the mailing list for mail out of the September 1, 2011 "Notice to Beneficiaries and Potential Beneficiaries of the Sawridge Band Inter Vivos Settlement" and a list of all individuals that notice was sent to.
18. Records of any meetings of the Trustees of the 1982 or 1985 Sawridge Trusts that dealt with annual financial reports or status of assets held by the Trusts that would assist in providing information about the transfer of assets from the 1982 Trust or individuals/corporations to the 1985 Trust.
19. Records kept pursuant to paragraph 10 of each of the 1982 Declaration of Trust and the 1985 Declaration of Trust that are relevant or material to confirming the assets held by the 1982 Trust prior to the transfer of assets to the 1985 Trust.
20. A list of the names of all individuals who have been Sawridge Trust Trustees from 1982 until present and information regarding whether they were also members of Chief and Council, the Sawridge Membership Committee or the Sawridge Membership Appeal Committee while they were Sawridge Trustees.
21. Any documentation reviewed by Mr. Bujold, or that Mr. Bujold is aware of, that supports his evidence at paragraph 22 of his Affidavit dated on September 12, 2011.

We will look forward to receiving the documents you are able to provide by May 16, 2014.

Thank you for your attention to this matter.

Yours truly,

CHAMBERLAIN HUTCHISON

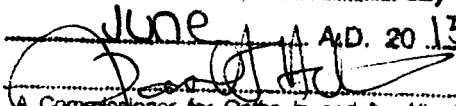
PER: JANET L. HUTCHISON

JLH/cm

Encl.

cc: client

From: Bonora, Doris
To: Janet Hutchison (jhutchison@chamberlainhutchison.com)
Subject: documents requested
Date: Tuesday, May 20, 2014 7:05:30 PM
Attachments: Blank Form as of May 2014.pdf
 Acceptance and Rejection Letters.pdf
 Letters re missing information.pdf
 Relationship of Admitted Applicants to Council.xlsx
 Membership Application Process Chart ii.pdf
 MEMBERSHIP APPLICATION PROCESS.pdf
 APPEAL PROCEDURE.pdf
 MEMBERSHIP RULES.pdf
 Membership Application Statistics as of May 13, 2014.pdf
 Membership Application Statistics as of May 13, 2014.pdf
 Governance Act.pdf
 Sawridge Constitution.pdf

This is Exhibit "2" referred to in the
 Affidavit (or statutory declaration) of
Roman Bombak
 Sworn (or affirmed or declared) ☒
 before me this 17 day of
JUNE A.D. 2015

 A Commissioner for Oaths in and for Alberta
JANET L. HUTCHISON
Barrister & Solicitor

Janet

I am sorry for the delay

Marco and I had not decided who was tasked with this and we each thought the other was taking care of this.

Please find attached a number of documents..

The item numbers correlate to your letter dated May 5:

2. and 4. Copy of current Membership Application Form is attached. . Also attached is a copy of the Membership Rules, the Appeal Procedure, the Membership Application Process and the Membership Application Process Chart
3. Attached is a page setting out Membership Application Statistics by year.
5. We enclose a chart of the relationships of admitted members with council members. We wish to note that almost everyone is related on the First Nation.
7. and 8. Copies of Constitution (See s. 17(7)), and Governance Act (See Part II).
- 9.. Copies of all letters of Rejection/Acceptance are enclosed. We have not located one for every processed applicant. We have included what has been located.
10. Copies of the letters setting out the missing information from the three listed applications. These are all the letters we have been able to locate. Given the passage of time these letters may no longer exist.
16. We have searched our records and have not been able to locate the original BCR or the List attached to July 21, 1988 BCR - given the passage of time this item may no longer exist, or has been misplaced.
20. List of Membership Committee members are currently as listed below. Recently one member (Walter F. Twin) resigned from this committee. We have not located documents indicating when this committee last changed prior to this resignation, but it was many years ago (probably more than a decade).

Vera McCoy
 Roland Twinn
 Catherine Twinn

Bertha L'Hirondelle
Arlene Twinn

This is all we have been able to gather at this point.

Doris



Doris C.E. Bonora
Partner

D +1 780 423 7188
doris.bonora@dentons.com
[Bio](#) | [Website](#)

Dentons Canada LLP
2900 Manulife Place, 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

FMC is proud to join Salans and SNR Denton as a founding member of Dentons.

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SAWRIDGE INDIAN BAND MEMBERSHIP APPLICATION FORM

The answers in this membership questionnaire will be kept confidential and shall be disclosed only to those persons involved in the membership determination process as well as appropriate Band employees and advisors unless otherwise necessary in respect of a membership matter before the courts.

This questionnaire has been created to assist the Band Council in assessing applicants who are seeking or surrendering membership in the Band. The data provided will also assist the Band in the planning, including programs and services, required to accommodate members.

INSTRUCTIONS

1. Please print or type.
2. Please answer all questions, or indicate why no answer is provided.
3. If more space is required to fully answer a question, please attach additional sheets and indicate which question it applies to.
4. Please attach a current colour passport photo of yourself.
5. Please attach supporting documents as indicated.
6. Please attach a copy of your treaty "status" card.
7. This application may be followed by an interview. Additional questions may be asked at the interview.

1. APPLICATION FOR (CHECK ONE)									
APPLICATION FOR MEMBERSHIP IN THE BAND BY NON-MEMBER									
APPLICATION BY MEMBER TO SURRENDER MEMBERSHIP IN THE BAND									
2. IDENTIFICATION									
A. NAME		FIRST			MIDDLE			LAST	
Other Names You Have Used (Maiden/Nicknames/Alias):									
B. ADDRESS									
MAILING ADDRESS (if different):									
C. PHONE NUMBERS		HOME			WORK				
D. Sex	MALE		FEMALE		E. BIRTHDATE	Month	Day	Year	Attach Birth Certificate
F. PLACE OF BIRTH					G. MARITAL STATUS				
H. YOUR SOCIAL INSURANCE NUMBER									
I. YOUR DRIVERS LICENSE NUMBER									
J. WHAT IS YOUR HEIGHT					K. WHAT IS YOUR WEIGHT				
L. IF THIS IS AN APPLICATION FOR MEMBERSHIP PLEASE EXPLAIN THE BASIS OF YOUR APPLICATION									
M. HAVE YOU EVER BEEN A MEMBER OF THE SAWRIDGE BAND?								YES	NO
If yes,	HOW DID YOU BECOME A MEMBER?								
	WHEN DID YOU BECOME A MEMBER?								
	HOW DID YOU CEASE TO BE A MEMBER?								
	WHEN DID YOU CEASE TO BE A MEMBER?								
	HOW MUCH OF THE BAND'S MONEY DID YOU RECEIVE?								
	WHEN DID YOU RECEIVE IT?				HOW MUCH IS LEFT?				

ARE YOU WILLING TO REPAY PRINCIPLE AMOUNT WITH INTEREST OF MONIES RECEIVED WHEN YOU ENFRANCHISED?									
IF YOU DID NOT RECEIVE ANY MONEY PLEASE EXPLAIN									
N. HAVE YOU EVER BEEN ADOPTED?								YES	NO
IF YES, PLEASE PROVIDE FULL DETAILS.									
3. RESIDENCE AND STATUS									
A. HAVE YOU EVER RESIDED ON THE SAWRIDGE INDIAN RESERVE?								YES	NO
IF YES, PROVIDE DETAILS									
DATES FROM				TO					
WHO WITH									
LOCATION									
B. WHERE HAVE YOU RESIDED SINCE BIRTH?									
DATES FROM	TO	ADDRESS	ON A RESERVE			LANGUAGE(S) SPOKEN		WITH WHOM (parents, siblings, others)	
BIRTH			YES		NO				
			YES		NO				
			YES		NO				
			YES		NO				
C. HAVE YOU EVER BEEN OR ARE YOU NOW A MEMBER OF ANY INDIAN BAND OTHER THAN SAWRIDGE?								YES	NO
IF YES PROVIDE DETAILS OF EACH BAND INCLUDING NAME									
DATE OF BEGINNING AND ENDING MEMBERSHIP									
HOW YOU BECAME A MEMBER?									
WHY YOU CEASED TO BE A MEMBER									
D. ARE YOU A STATUS INDIAN?								YES	NO
E. HAVE YOU ALWAYS BEEN A STATUS INDIAN?								YES	NO
F. INDICATE DURING WHAT PERIOD OR PERIODS YOU WERE A STATUS INDIAN									
G. DATE AND REASON FOR THE CHANGE IN STATUS									
4. SPOUSES									
A. LIST ALL SPOUSES' NAMES ATTACH MARRIAGE CERTIFICATE OR IF COMMON-LAW PROVIDE DETAILS OF COHABITATION		#1	#2	#3					
NAME PRIOR TO MARRIAGE									
B. MARRIED OR COMMON-LAW (PRESENT STATUS)		MARRIED COMMON-LAW	MARRIED COMMON-LAW	MARRIED COMMON-LAW					
C. DATE OF MARRIAGE									
D. PLACE OF MARRIAGE									
E. SPOUSES' STATUS PRIOR		INDIAN NON-STATUS	INDIAN NON-STATUS	INDIAN NON-STATUS					

TO MARRIAGE	BAND MEMBER		BAND MEMBER		BAND MEMBER	
	NAME OF BAND		NAME OF BAND		NAME OF BAND	
F. NUMBER OF CHILDREN						
G. DATE AND PLACE OF DIVORCE/SEPARATION (PLEASE ATTACH DIVORCE JUDGMENTS)						
H. CURRENT STATUS OF SPOUSE	INDIAN		INDIAN		INDIAN	
	NON STATUS		NON STATUS		NON STATUS	
	BAND MEMBER		BAND MEMBER		BAND MEMBER	
	NAME OF BAND		NAME OF BAND		NAME OF BAND	
	DECEASED		DECEASED		DECEASED	
	DATE OF DEATH		DATE OF DEATH		DATE OF DEATH	

5. CHILDREN

LIST NAMES OF ALL YOUR CHILDREN (USE ADDITIONAL SHEETS IF NECESSARY)

A. NAME						
B. SEX	MALE		FEMALE		MALE	
C. BIRTHPLACE						
D. OTHER PARENT'S NAME						
E. BIRTHDATE						
F. YOUR STATUS AT BIRTH OF CHILD	INDIAN		INDIAN		INDIAN	
	NON STATUS		NON STATUS		NON STATUS	
	BAND MEMBER		BAND MEMBER		BAND MEMBER	
	NAME OF BAND		NAME OF BAND		NAME OF BAND	
G. CHILD'S STATUS AT BIRTH	INDIAN		INDIAN		INDIAN	
	NON STATUS		NON STATUS		NON STATUS	
	BAND MEMBER		BAND MEMBER		BAND MEMBER	
	NAME OF BAND		NAME OF BAND		NAME OF BAND	
H. CHILD'S CURRENT STATUS	INDIAN		INDIAN		INDIAN	
	NON STATUS		NON STATUS		NON STATUS	
	BAND MEMBER		BAND MEMBER		BAND MEMBER	
	NAME OF BAND		NAME OF BAND		NAME OF BAND	
	DECEASED		DECEASED		DECEASED	
	DATE OF DEATH		DATE OF DEATH		DATE OF DEATH	
I. REASON FOR CHANGE IN STATUS						
J. RELATIONSHIP TO CHILD	BIOLOGICAL		BIOLOGICAL		BIOLOGICAL	
	ADOPTED		ADOPTED		ADOPTED	
	NON-ADOPTED		NON-ADOPTED		NON-ADOPTED	
	STEP CHILD		STEP CHILD		STEP CHILD	
K. HAVE EACH OF YOUR CHILDREN RESIDED WITH YOU SINCE BIRTH, AND HAVE YOU PROVIDED FOR THE CHILD SINCE BIRTH?	YES		NO			
IF NO, PLEASE PROVIDE DETAILS:						
L. HAVE ANY OF YOUR CHILDREN EVER BEEN APPHREHENDED OR PLACED IN CARE?	YES		NO			
IF YES, PROVIDE DETAILS						
M. HAVE ANY OF YOUR CHILDREN EVER BEEN THE SUBJECT OF A GUARDIANSHIP ORDER?	YES		NO			
IF YES, PROVIDE DETAILS:						

N. HAVE ANY OF YOUR CHILDREN EVERY BEEN ADOPTED OR PUT UP FOR ADOPTION?

YES ☐ NO ☐

IF YES,	NAME OF CHILD(REN)			
	BIRTHDATE(S)			
	REASONS FOR ADOPTION			
	DATE OF ADOPTION(S)			

ADOPTING PARENT A RELATIVE

YES ☐ NO ☐

**O. NAME OF ADOPTING PARENT(S)
(IF KNOWN)**

6. GENEALOGY

FOR EACH OF YOUR PARENTS AND GRANDPARENTS, PLEASE PROVIDE THE INFORMATION SET OUT BELOW OR, IF YOU HAVE A GENIOLOGY WHICH CONTAINS THIS INFORMATION, PLEASE PROVIDE A COPY:

- FULL NAME
- ANY ALIASES (INCLUDING MAIDEN NAME)
- RELATIONSHIP INCLUDING WHETHER BIOLOGICAL, ADOPTED OR STEP
- BIRTHDATE (COPY OF BIRTH CERTIFICATE)
- STATUS AT BIRTH (NON STATUS, INDIAN, BAND MEMBER (NAME OF BAND) OTHER)
- HOW STATUS ATTAINED (NON-STATUS, INDIAN, BAND MEMBER, ETC.)
- MARITAL STATUS AT TIME OF YOUR BIRTH
- CURRENT STATUS (NON-STATUS, INDIAN, BAND MEMBER, ETC.)
- IF STATUS CHANGED, EXPLAIN
- LANGUAGE SPOKEN
- LEVEL OF EDUCATION ACHIEVED
- CONNECTION OR POSITION HELD IN THE BAND OR COMMUNITY.
- IF DECEASED, DATE OF DEATH

7. SIBLINGS (USE ADDITIONAL SHEETS FOR ADDITIONAL BROTHERS AND SISTERS)

A. HOW MANY BROTHERS DO YOU HAVE?

B. NAME OF EACH BROTHER	#1	#2	#3
C. BIRTHDATE			
D. BIRTHPLACE			
E. FULL, HALF BROTHER, OR STEP	FULL	FULL	FULL
	HALF	HALF	HALF
	STEP	STEP	STEP
F. IF HALF OR STEP, WHICH PARENT IS COMMON	FATHER	FATHER	FATHER
	MOTHER	MOTHER	MOTHER

G. HOW MANY SISTERS DO YOU HAVE?

H. NAME OF EACH SISTER	#1	#2	#3
I. BIRTHDATE			
J. BIRTHPLACE			
K. FULL, HALF SISTER, OR STEP	FULL	FULL	FULL
	HALF	HALF	HALF
	STEP	STEP	STEP
L. IF HALF OR STEP, WHICH PARENT IS COMMON	FATHER	FATHER	FATHER
	MOTHER	MOTHER	MOTHER

8. FINANCIAL

A. WHAT RESOURCES ARE AVAILABLE TO YOU?	
B. WHAT ARE YOUR MEANS AND RESOURCES?	
C. ARE YOU LIVING WITHIN YOUR MEANS?	
D. ARE YOU SELF-SUFFICIENT? (IF NO, PLEASE EXPLAIN)	
E. DO YOU HAVE ANY DEPENDANTS? IF SO, HOW MANY?	
F. DO YOU OR ANY DEPENDANTS HAVE SPECIAL NEEDS? IF SO, PLEASE EXPLAIN.	

9. CRIMINAL AND DRIVERS RECORD

A. LIST THE OFFENCE(S), OFFENCE DATE(S), CONVICTION DATE(S), AND SENTENCE(S).	USE ADDITIONAL SHEET IF NECESSARY
B. HAS YOUR DRIVER'S LICENSE EVEN BEEN SUSPENDED?	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF YES, PLEASE PROVIDE DETAILS INCLUDING DURATION, REASON(S), AND DETAIL(S) OF REINSTATEMENT	USE ADDITIONAL SHEET IF NECESSARY

10. EMPLOYMENT HISTORY

STARTING WITH YOUR MOST RECENT JOB, LIST EVERY JOB (FULL TIME/YEAR ROUND) WHICH YOU HAVE HAD. (USE ADDITIONAL SHEET IF NECESSARY). HAVE YOU BEEN REGULARLY EMPLOYED?

A. LIST YOUR SIGNIFICANT EMPLOYMENT RELATIONSHIPS, DATES AND REASON FOR LEAVING			
B. LIST ANY EXPERTISE AND INTEREST AND ANY EXPERIENCE AND TRAINING IN THESE AREAS			
C. WHAT AGE DID YOU ENTER THE WORKPLACE?			

11. BACKGROUND & PERSONAL INTERESTS (CAN BE DONE IN WRITING ON SEPARATE SHEET OR ORALLY THROUGH RECORDING DEVICE)

A. WHAT DO YOU KNOW ABOUT THE HISTORY OF THE SAWRIDGE INDIAN BAND (PRE-TREATY AND POST-TREATY)? WHAT ARE THE SOURCES OF YOUR KNOWLEDGE?
B. WHAT ARE YOUR UNDERSTANDINGS OF THE TREATY AND TREATY LAW?
C. WHAT DO YOU KNOW ABOUT THE CUSTOMS, THE LAWS, THE CULTURE, TRADITIONS AND PRACTICES VALUES AND PRINCIPLES OF THE SAWRIDGE INDIAN BAND
D. WHO DO YOU HAVE A MEANINGFUL RELATIONSHIP WITH SOMEONE WHO IS A MEMBER OF THE SAWRIDGE INDIAN BAND? (PROVIDE NAMES, HOW LONG YOU HAVE KNOWN, AND DESCRIBE YOUR ACTIVITIES AND RELATIONSHIPS WITH EACH PERSON AS WELL AS THE HISTORY OF THAT RELATIONSHIP. ALSO INDICATE IF THAT PERSON IS A RELATIVE AND WHAT RELATION THEY ARE TO YOU).
E. DO ANY CURRENT BAND MEMBERS SUPPORT YOUR BID FOR MEMBERSHIP? (FOR APPLICATIONS FOR MEMBERSHIP ONLY). IF YES, PLEASE PROVIDE THE NAME OR NAMES OF SUPPORTERS AND A LETTER SETTING OUT THEIR SUPPORT.
YES <input type="checkbox"/> NO <input type="checkbox"/>

F. HOW WOULD YOU DESCRIBE YOUR LIFESTYLE?	
G. WHAT IS YOUR CURRENT INVOLVEMENT WITH THE BAND?	
H. WHAT ARE YOUR HOBBIES?	
I. WHAT ARE YOUR OTHER RECREATIONAL ACTIVITIES?	
J. WHAT DO YOU HOLD AS MOST IMPORTANT AND VALUABLE? WHY?	
K. DESCRIBE YOUR ATTITUDE TOWARDS THE BAND, ITS MEMBERS AND THE COUNCIL.	
L. WHAT DO YOU SEE AS YOUR ROLE AND RESPONSIBILITY AS A BAND MEMBER?	
12. FUTURE PLANS (CAN BE DONE IN WRITING ON SEPARATE SHEETS OR ORALLY THROUGH A RECORDING DEVICE).	
A. WHY DO YOU WISH TO BECOME A MEMBER OF THE SAWRIDGE INDIAN BAND?	
B. WHAT ARE YOUR PLANS FOR THE FUTURE? (INCLUDING PLANS FOR RESIDENCY, EMPLOYMENT, OCCUPATION, EDUCATION, RETIREMENT, TRAVEL, MARRIAGE, FAMILY, RECREATION, ETC.).	
13. EDUCATION	
A. PROVIDE A DETAILED HISTORY OF YOUR EDUCATION BOTH FORMAL AND TRADITIONAL	
B. ARE YOU WILLING UPON REQUEST TO PROVIDE A TRANSCRIPT OF ALL OF YOUR SECONDARY AND POST-SECONDARY EDUCATION, IF ANY.	
C. HONOURS, AWARDS, DISTINCTIONS, SCHOLARSHIPS, MERITS	
D. IF YOUR LEARNING WAS INTERRUPTED OR YOU WERE UNABLE TO COMPLETE	EXPLAIN
E. PLEASE PROVIDE A DETAILED HISTORY OF ALL OF YOUR EXTRA CURRICULAR ACTIVITIES	
F. WHAT ARE YOUR PLANS FOR FUTURE EDUCATION, IF ANY?	
14. HEALTH AND WELLNESS (PLEASE NOTE THAT YOUR HEALTH IS IMPORTANT TO THE BAND, BUT IT IS NOT A SINGLY DETERMINATIVE FACTOR IN MAKING A DECISION ON MEMBERSHIP). THESE QUESTIONS CAN HELP DETERMINE WHETHER THE BAND NEEDS TO APPLY FOR FUTURE GRANTS, FUNDING, ETC.	
A. WHAT IS THE CONDITION OF YOUR HEALTH?	
B. DO YOU HAVE ANY PROBLEMS?	LIST
C. DO YOU HAVE ANY PHYSICAL OR MENTAL DISABILITIES (INCLUDING EMOTIONAL)?	
	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF YES, EXPLAIN	
D. HAVE YOU EVER HAD ANY ALCOHOL OR DRUG RELATED ADDICTIONS OR ILLNESS?	
	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF YES	PLEASE EXPLAIN
E. HAVE YOU EVER SUFFERED FROM MENTAL ILLNESS?	
	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF YES (PLEASE EXPLAIN)	

F. HOW DO YOU DEFINE YOUR PERSONAL WELLNESS AND HOW CAN YOU CONTRIBUTE TO THE WELLNESS OF THE SAWRIDGE INDIAN BAND?

G. WHAT IS YOUR PRESENT CODE OF CONDUCT?

15. CONTRIBUTIONS

PLEASE WRITE A BRIEF STATEMENT OR ORALLY RECORD YOUR ANSWER ON A RECORDING DEVICE ABOUT:

A. YOUR ROLE, PLACE AND RESPONSIBILITIES IN THE LIFE AND HEALTH OF THE COMMUNITY.

B. WHERE YOU CAN BEST CONTRIBUTE, INCLUDING CONTRIBUTIONS TO THE BAND.

C. THE SPIRITUAL VALUES AND PRINCIPLES THAT YOU LIVE BY AND ASPIRE TO IN ALL YOUR RELATIONSHIPS.

D. WHAT SUPPORT YOU HOPE FOR FROM THE BAND.

E. DESCRIBE THE RELATIONSHIP AND SUPPORT SYSTEM YOU HAVE WITH OUR FAMILY MEMBERS.

16. REFERENCES (FOR THOSE SEEKING MEMBERSHIP ONLY)

PLEASE PROVIDE FOUR LETTERS OF REFERENCE.

17. PROBATIONARY PERIOD (FOR THOSE SEEKING MEMBERSHIP ONLY)

A. ARE YOU PREPARED TO COME TO THE COMMUNITY TO PARTICIPATE AND/OR ASSIST THE BAND? YES ☐ NO ☐

B. WHAT DO YOU FEEL DURING THE PERIOD THIS APPLICATION IS BEING ASSESSED YOU COULD DO TO CONTRIBUTE TO THE BAND AND TO SHOW YOUR COMMITMENT?

C. ARE YOU WILLING TO PARTICIPATE IN A COMMUNITY WELLNESS BUILDING PROCESS AS A CONDITION TO THIS APPLICATION AND/OR THE GRANTING OF MEMBERSHIP? YES ☐ NO ☐

D. WHAT IS YOUR UNDERSTANDING OF THE RIGHT, OBLIGATIONS AND RESPONSIBILITIES OF MEMBERSHIP?

18. FAMILY

A. HOW OFTEN DO YOU VISIT OR TALK TO FAMILY MEMBERS AND WHAT ACTIVITIES DO YOU SHARE WITH THEM?

19. GENERAL

A. HOW DO YOU IDENTIFY YOURSELF?

B. DID YOU HAVE ANY ASSISTANCE IN COMPLETING THIS APPLICATION? YES ☐ NO ☐

IF YES, WHO ASSISTED YOU?

20. DO YOU HAVE ANY QUESTIONS, CONCERNS, OR COMMENTS?

CERTIFICATION

I certify that all of the information provided in this application is complete and true. I understand that if any of the information provided is found to be false or misleading then this shall be sufficient grounds for the denial of my application, or if the application has been approved then it shall be sufficient grounds for the reversal of my application at the option of the Band at any time in the future. Such denial or reversal shall be final; there shall be no right of appeal and no right to reapply after any such denial or reversal. I hereby authorize Sawridge Indian Band to obtain any and all factual information regarding me from other persons, organizations, institutions, or government agencies. I hereby authorize any person, organization, institution, or government agency who has any information regarding me to release that information regarding me in confidence to the Sawridge Indian Band.

Dated at _____, _____, this _____ day of _____, 20__.

Applicant Name

Applicant Signature


I was present and did see _____, the applicant herein sign above.
(PLEASE PRINT)

Witness

Witness

(Print Name)

(Print Name)

R		Registered Domestic	Recommandé Régime intérieur		
To	Destinataire		FOR DELIVERY CONFIRMATION		POUR CONFIRMER LA LIVRAISON
Alan Floyd McDermott		1 888 550-6333		www.canadapost.ca	
Box 353		www.postescanada.ca			
Seba Beach AB T0E 2B0		Declared Value		\$ 0	
		Item No		N° de l'article	
		78 811 760 106			

33-886-554 (06-10)

CUSTOMER RECEIPT REÇU DU CLIENT

REGISTERED MAIL

June 1, 2004

Mr. Alan Floyd McDermott
Box 353
Seba Beach, Alberta
T0E 2B0

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge Indian Band has been reviewed by the Band Council. **Please take notice that the Band Council has denied your application for band membership.** This decision was made pursuant to the membership rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Band list.
- 2) You do not have a significant commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the Band; and
- 3) You have a character and lifestyle that would cause your admission to membership in the Band to be detrimental to the future welfare or advancement of the Band.

Alan Floyd McDermott
Page 2
Re: Membership Application

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the Band by delivering a Notice in Writing to the Band Council at the Band office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE BAND

Per:

A handwritten signature in black ink, appearing to be "Michael R. McKinney", written over a horizontal line.

Michael R. McKinney
Executive Director



REGISTERED MAIL

October 31, 2012

Dear Ms. Belcourt:

RE: Membership Application

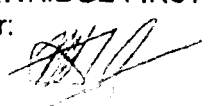
Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You claim a connection to the Sawridge First Nation through Elizabeth Loyie. No information was provided about Elizabeth Loyie that would establish that she was ever a Member of the Sawridge First Nation, or if she was a Member of the Sawridge First Nation, how she ceased to be a Member of the Sawridge First Nation. Your Application indicates that Elizabeth Loyie married George Cardinal and that George Cardinal was your grandfather. Your application indicates that George Cardinal was a member of the Bigstone First Nation. Pursuant to the *Indian Act* in force at the time of your birth, if your grandfather was a member of the Bigstone First Nation, then your Mother would be a Member of that First Nation, provided she was not excluded under other provisions.
- 2) You do not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 3) Even if you had shown a connection to the Sawridge First Nation the Council concluded that it would not be compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,
SAWRIDGE FIRST NATION
Per:


Michael R. McKinney
Executive Director



REGISTERED
DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR
REÇU DU CLIENT



To / Destinataire		FORM LIVERY / CONFIRMATION DE LIVRAISON	
Name / Nom	Bevly Belcourt	www.canadapost.ca	www.postcanada.ca
Address / Adresse		or/ou	
City / Ville	Hythe, AB	1888 550-6333	
Declared Value / Valeur déclarée	\$	CPO Tracking Number / Numéro de repérage de la SCP	
		RW 700 022 464 CA	

33-086-584 (11-04)



REGISTERED MAIL

December 7, 2011

Mr. Allan A. McDonald
4400-44th Street
Stony Plain, Alberta
T7Z 1J3

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:


- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:


Michael R. McKinney
Executive Director



**REGISTERED
DOMESTIC**
CUSTOMER RECEIPT

**RECOMMANDÉ
RÉGIME INTÉRIEUR**
REÇU DU CLIENT



Destinataire		FOR DELIVERY CONFIRMATION		CONFIRMATION DE LA LIVRAISON	
Allan McDonald		www.canadapost.ca		www.postescanada.ca	
Address		or/ou		1 888 550-6333	
City / Ville		Post Office / Bureau de poste		CPC Tracking Number	
Stony Plain		AB		Nombre de registre de la SCP	
Declared Value		S		RW 641 591 357 CA	
33-988-584 (11-04)					



REGISTERED MAIL

December 10, 2013

Mr. Alfred Joseph Potskin
P.O. Box 1825
Slave Lake, AB T0G 2A0

Dear Mr. Potskin,

RE: Membership Application

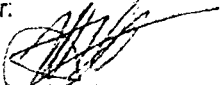
Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You do not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council concluded that it would not be compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,
SAWRIDGE FIRST NATION
Per:


Michael R. McKinney
Executive Director



REGISTERED MAIL

October 31, 2012

Gail E. O'Connell
3 Dodge Avenue
Red Deer, Alberta
T4R 3H6

Dear Ms. O'Connell:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You claim a connection to the Sawridge First Nation through Rosina Lindberg. No information was provided about Rosina Lindberg that would establish that she was ever a Member of the Sawridge First Nation before Bill C-31, or if she was a Member of the Sawridge First Nation, how she ceased to be a Member of the Sawridge First Nation. We do not have information about Rosina that would connect her to Sawridge. Rosina was born in 1935. Your Application indicates that Rosina Lindberg's mother was Elizabeth Ward and that she lost her status when she got married. Elizabeth Ward appears to have been on the Sawridge Pay list once in 1920, but then appears on the Sucker Creek and Driftpile pay lists. We believe that your connection is with the Sucker Creek or Driftpile First Nation.
- 2) You do not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 3) Even if you had shown a connection to the Sawridge First Nation the Council concluded that it would not be compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,
SAWRIDGE FIRST NATION
Per:

[Signature]
Michael R. McKinney
Executive Director



REGISTERED
DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR
REÇU DU CLIENT



No	Destinataire
Name	Name
Address	Address
City / Prov. / Postal Code	City / Prov. / Postal Code
Declared Value	
Value	déclarée

FOR DELIVERY CONFIRMATION	CONFIRMATION DE LA LIVRAISON
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or/ou	
1 888 550-6333	

CPO Tracking Number Numéro de suivi de la CCP

RW 700 022 455 CA

33 086 584 (11 04)



REGISTERED MAIL

September 19, 2012

Ms. Sandra Belcourt
Box 571
Hythe, Alberta
T0H 2C0

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Michael R. McKinney
Executive Director



REGISTERED MAIL

September 19, 2012

Mr. Garry Belcourt
#45 Pioneer Cove
Dawson Creek, BC
T8V 1G3

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Michael R. McKinney
Executive Director



REGISTERED MAIL

September 19, 2012

Mr. Conway Belcourt
7401 Polar Drive #222
Grande Prairie, Alberta
T8V 5M7

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Michael R. McKinney
Executive Director



REGISTERED MAIL

September 19, 2012

Mr. Dion Belcourt
Box 583
Hythe, Alberta T0H 2C0

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:


Michael R. McKinney
Executive Director



REGISTERED MAIL

September 19, 2012

Ms. Margerie Belcourt
Box 583
Hythe, Alberta
T0G 2C0

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Michael R. McKinney
Executive Director



REGISTERED MAIL

September 19, 2012

Mr. Richard W. McDermott
200 Beddington Circle NE
Calgary, Alberta
T3K 1K7

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation. The Council considered your commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the First Nation and your character and lifestyle in making this determination.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Michael R. McKinney
Executive Director



REGISTERED MAIL

December 7, 2011

Ms. Kayla M. Williams
Box 591
Dawson Creek, BC V1G 4H9

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:


- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:


Michael R. McKinney
Executive Director

R	Registered Domestic	Recommandé Régime intérieur	CANADA POSTES POST CANADA
To	Destinataire	FOR DELIVERY CONFIRMATION	POUR CONFIRMER LA LIVRAISON
Name	Name	1 888 550-6333	
Kayla Williams		www.canadapost.ca	
Address	Adresse	www.postescanada.ca	
Dawson Creek		Declared Value Valeur déclarée	\$
CUSTOMER RECEIPT		REÇU DU CLIENT	
		79 595 868 849	

33-086-564 (9/0-10)



REGISTERED MAIL

December 7, 2011

Mr. Brett A. Williams
Box 591
Dawson Creek, BC V1G 4H9

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director



REGISTERED
DOMESTIC

CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR

REÇU DU CLIENT



No		Destinataire	
Nom	Nom	Nom	Nom
Brett	Williams		
Adresse	Adresse		
City / Prov. / Postal Code	City / Prov. / Postal Code		
Dawson Creek			
33-886-584 (11-04)		<p>FOR DELIVERY CONFIRMATION</p> <p>www.canadapost.ca or/ou</p> <p>1888 550-6333</p> <p>CPC Tracking Number</p> <p>RW 641 591 388 CA</p>	



REGISTERED MAIL

December 7, 2011

Ms. Debra E. Williams
Box 591
Dawson Creek, BC V1G 4H9

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director

R	Registered	Recommandé	CANADA POSTES POST CANADA
	Domestic	Régime intérieur	
To	Destinataire		
Debra E. Williams Dawson Creek BC			
FOR DELIVERY CONFIRMATION		POUR CONFIRMER LA LIVRAISON	
1 888 550-6333 www.canadapost.ca www.postescanada.ca			
Declared Value		Valeur déclarée	
Item No		N° de l'article	
79 595 868 835			
CUSTOMER RECEIPT		REÇU DU CLIENT	

33-086-5041 (98-10)



REGISTERED MAIL

December 7, 2011

Mr. Louis O. Cardinal
Box 591
Dawson Creek, BC V1G 4H9

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director

R	Registered Domestic	Recommandé Régime intérieur	CANADA POSTES POST CANADA
	To Destinataire Name Nom Louis Cardinal Address Adresse Dawson Creek Postal Code Code postal V1G 4H9		
FOR DELIVERY CONFIRMATION 1 888 550-6333 www.canadapost.ca www.postescanada.ca		POUR CONFIRMER LA LIVRAISON 1 888 550-6333 www.canadapost.ca www.postescanada.ca	
Declared Value Valeur déclarée \$		79 595 868 866	
CUSTOMER RECEIPT		REÇU DU CLIENT	



REGISTERED MAIL

December 7, 2011

Ms. Sheena L. Cardinal
 9601-69 Avenue
 Grande Prairie, Alberta T8V 5E3

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
 Executive Director



REGISTERED
 DOMESTIC
 CUSTOMER RECEIPT

RECOMMANDÉ
 RÉGIME INTÉRIEUR
 REÇU DU CLIENT



Destination
Sheena L. Cardinal
Grande Prairie, AB

Declared Value
 Valeur déclarée \$

33 086-584 (11-04)



OPC Tracking Number Numéro de suivi de la SCP
RW 641 691 391 CA



REGISTERED MAIL

December 7, 2011

Mr. Dale B. Cardinal
Box 591
Dawson Creek, BC V1G 4H9

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director



**REGISTERED
DOMESTIC**

CUSTOMER RECEIPT

**RECOMMANDÉ
RÉGIME INTÉRIEUR**

REÇU DU CLIENT



To / Destinataire		For Delivery / CONFIRMATION	
Name / Nom		CONFIRMATION DE LA LIVRAISON	
Address / Adresse		www.canadapost.ca or/ou www.postes-canada.ca	
City / Town / Postal Code / Ville / Poste / Code postal		1 888 550-6333	
Declared Value / Valeur déclarée		CPC Tracking Number / Numéro de suivi de la SCP	
\$		RW 641 691 374 CA	

33 086 584 (11-04)



REGISTERED MAIL

December 7, 2011

Ms. Lisa A. Minchau
 28, 1909 Hart Hwy.
 Box 935,
 Dawson Creek, BC V1G 4H9

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. Please take notice that the Council has denied your application for Membership in the Sawridge First Nation. This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
 Executive Director



REGISTERED
 DOMESTIC
 CUSTOMER RECEIPT

RECOMMANDÉ
 RÉGIME INTÉRIEUR
 REÇU DU CLIENT

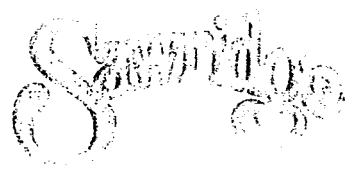


Lisa A. Minchau
Dawson Creek, BC

Declared Value
 Valeur déclarée \$

33-086-584 (11-01)





REGISTERED MAIL

December 7, 2011

Ms. Barbara J. Cardinal
Box 935
Dawson Creek, BC V1G 4H9

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director

R	Registered Domestic	Recommandé Régime intérieur	
	To Destinataire <i>Barbara J. Cardinal</i> <i>Dawson Creek, BC</i>		
FOR DELIVERY CONFIRMATION		POUR CONFIRMER LA LIVRAISON	
1 888 550-6333 www.canadapost.ca www.postescanada.ca			
Declared Value Valeur déclarée		S	
N° de l'article		79 595 869 393	

CUSTOMER RECEIPT

REÇU DU CLIENT

33-086-S04 (08-10)

R	Registered Domestic	Recommandé Régime intérieur	CANADA POSTES POST CANADA
To	Destinataire	FOR DELIVERY CONFIRMATION	POUR CONFIRMER LA LIVRAISON
Mr William Stoney Jr		1 888 550-6333	
#205 11136 - 124th St.		www.canadapost.ca	
Edmonton		www.postescanada.ca	
Postal Code / Code postal T5M0J6		Declared Value Valeur déclarée	\$
CUSTOMER RECEIPT		Item No.	N° de l'article
REÇU DU CLIENT		79 196 443 840	

ge

33-986-584 (90-10)

REGISTERED MAIL

January 15, 2009

Mr. William Charles Stoney Jr.
#205 11136 - 124th Street
Edmonton, Alberta T5M 0J6

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge Indian Band has been reviewed by the Band Council. **Please take notice that the Band Council has denied your application for band membership.** This decision was made pursuant to the membership rules.

Based on your application it was determined that:


- 1) You did not have any specific "right" to have your name entered in the Band list.
- 2) You do not have a significant commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the Band or you have a character and lifestyle that would cause your admission to membership in the Band to be detrimental to the future welfare or advancement of the Band.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the Band by delivering a Notice in Writing to the Band Council at the Band office within 15 days of receipt by you of this letter.

Yours truly,
SAWRIDGE BAND
Per:



Michael R. McKinney
Executive Director

R	Registered	Recommandé	
	Domestic	Régime intérieur	
To	Destinataire		
Name	Nom		
Colin Ward			
Address	Adresse		
Box 174			
City	Ville	Province	Postal Code
Joussard		AB	T0G 2A0
FOR DELIVERY CONFIRMATION		POUR CONFIRMER LA LIVRAISON	
1 888 550-6333		www.canadapost.ca	
www.postescanada.ca			
Declared Value		Valeur déclarée	
Value		\$	
Item No.	N° de l'article		
79 196 443 836			

lge

33-086-584 (08-10)

CUSTOMER RECEIPT

REÇU DU CLIENT

REGISTERED MAIL

January 15, 2009

Mr. Alex Collin Ward
Box 174
Joussard, Alberta

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge Indian Band has been reviewed by the Band Council. **Please take notice that the Band Council has denied your application for band membership.** This decision was made pursuant to the membership rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Band list.
- 2) You do not have a significant commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the Band or you have a character and lifestyle that would cause your admission to membership in the Band to be detrimental to the future welfare or advancement of the Band.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the Band by delivering a Notice in Writing to the Band Council at the Band office within 15 days of receipt by you of this letter.

Yours truly,
SAWRIDGE BAND
Per:



Michael R. McKinney
Executive Director



REGISTERED MAIL

December 7, 2011

Ms. Aline Huzar
3953 Weisbrod Road
Prince George, BC
V2K 2S4

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:


- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:


Michael R. McKinney
Executive Director

R	Registered Domestic	Recommandé Régime intérieur	CANADA POSTES POST CANADA
To	Destinataire	FOR DELIVERY CONFIRMATION	POUR CONFIRMER LA LIVRAISON
Aline Huzar		1 888 550-6333	
Prince George BC		www.canadapost.ca	
		www.postescanada.ca	
Declared Value Valeur déclarée		S	

CUSTOMER RECEIPT

RECUT DU CLIENT

79 595 868 870



REGISTERED MAIL

December 7, 2011

Mr. Maurice Stoney
500-4th Street NW
Slave Lake, Alberta
T0G 2A1

Dear Sir:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Michael R. McKinney
Executive Director

R	Registered Domestic	Recommandé Régime intérieur	CANADA POST	POSTES CANADA
	To Destinataire		FOR DELIVERY CONFIRMATION POUR CONFIRMER LA LIVRAISON	
Name Maurice Stoney		1 888 550-6333 www.canadapost.ca www.postescanada.ca		
Address Slave Lake		Declared Value Valeur déclarée \$		
Province Postal Code Code postal		79 595 868 897		
CUSTOMER RECEIPT		REÇU DU CLIENT		



REGISTERED MAIL

December 7, 2011

Ms. June Kolosky
Box 25
Chetwynd, BC
V0C 1J0

Dear Madam:

RE: Membership Application

Your application for membership in the Sawridge First Nation has been reviewed by the Council. **Please take notice that the Council has denied your application for Membership in the Sawridge First Nation.** This decision was made pursuant to the Membership Rules.

Based on your application it was determined that:

- 1) You did not have any specific "right" to have your name entered in the Membership List of the Sawridge First Nation.
- 2) The Council was not compelled to exercise its discretion to add your name to the Membership List as it did not feel, in its judgment, that your admission into Membership of the First Nation would be in the best interests and welfare of the First Nation.

Pursuant to Section 12 of the Membership Rules, you are entitled to appeal this decision to the Electors of the First Nation by delivering a Notice in Writing to the Council at the First Nation Office within 15 days of receipt by you of this letter.

Yours truly,

SAWRIDGE FIRST NATIONPer: *11-11*

Registered
Domestic

Recommandé
Régime intérieur



To	Destinataire
Name	June Kolosky
Address	Chetwynd
Province	BC
Postal Code	V0C 1J0

FOR DELIVERY
CONFIRMATION
1 888 550-6333
www.canadapost.ca
www.postescanada.ca

Declared Value
Value déclarée \$

Item No. 79 695 868 883
N° de l'article

CUSTOMER RECEIPT

REÇU DU CLIENT

806 Caribou Trail NE • Sawridge I.R. 150G
Box 326, Slave Lake, AB T0G 2A0

Telephone (780) 849-4331
Fax (780) 849-3446



September 19, 2012

Ms. Starr Twin
c/o Winona Twin
Box 1337
Slave Lake, Alberta
T0G 2A0

Dear Starr:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge First Nation was approved on August 22nd, 2012. On behalf of the Sawridge First Nation, I wish to welcome you to the Community. We look forward to your participation in the First Nation.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Chief Roland Twinn



September 19, 2012

Ms. Rainbow Twin
c/o Winona Twin
Box 1337
Slave Lake, Alberta
T0G 2A0

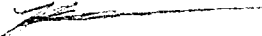
Dear Rainbow:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge First Nation was approved on August 22nd, 2012. On behalf of the Sawridge First Nation, I wish to welcome you to the Community. We look forward to your participation in the First Nation.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Chief Roland Twinn



September 19, 2012

Mr. Corey Twinn
Box 191
Slave Lake, Alberta
T0G 2A0

Dear Corey:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge First Nation was approved on August 22nd, 2012. On behalf of the Sawridge First Nation, I wish to welcome you to the Community. We look forward to your participation in the First Nation.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Chief Roland Twinn



September 19, 2012

Mr. Cody Twinn
Box 191
Slave Lake, Alberta
T0G 2A0

Dear Corey:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge First Nation was approved on August 22nd, 2012. On behalf of the Sawridge First Nation, I wish to welcome you to the Community. We look forward to your participation in the First Nation.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Chief Roland Twinn



April 17, 2008

Ms. Naomi Twin
Box 1653
Slave Lake, Alberta
T0G 2A0

Dear Naomi:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge Indian Band was approved on April 10th, 2008. On behalf of the Sawridge Indian Band, I wish to welcome you to the Band. We look forward to your participation in the Band.

Yours truly,

SAWRIDGE BAND

Per: 

Chief Roland Twinn



April 17, 2008

Mr. Wesley Twin
1919 - 151 Avenue
Edmonton, Alberta
T5Y 1W1

Dear Wesley:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge Indian Band was approved on April 10th, 2008. On behalf of the Sawridge Indian Band, I wish to welcome you to the Band. We look forward to your participation in the Band.

Yours truly,

SAWRIDGE BAND

Per: 

Chief Roland Twinn



April 25, 2008

Mr. Kieran Cardinal
6 Arbor Crest Heights NW
Calgary, Alberta
T3G 4V3

Dear Kieran:

RE: Membership

I am pleased to advise you that your application for membership in the Sawridge Indian Band was approved on April 10th, 2008. On behalf of the Sawridge Indian Band, I wish to welcome you to the Band. We look forward to your participation in the Band.

Yours truly,

SAWRIDGE BAND

Per: 

Chief Roland Twinn



March 13, 2013

Mr. Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Brittany Twin (DOB-March 29, 1993)
Alexander Twin (DOB -January 23, 2005)
Justice Twin (DOB - September 20, 2001)

We are writing in regards to the Membership Applications we received for the above minor children. You have indicated that they have Indian Status, but did not supply a copy of their Indian Status cards for confirmation.

Please supply a copy of their status cards for their applications.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Roland Twinn, Chair
Membership Committee

Sawridge

January 13, 2012

Returned
3/1/12

Alexander Twin
c/o Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Membership Application

Your application for Membership in the Sawridge First Nation was reviewed by the Membership Committee at a recent meeting. During that review, it was noted that the application was not complete. In particular it was noted that the following information was not provided:

"Does not indicate whether or not you have Indian Status"

Please provide the missing information, or if you are not able to provide the information, please advise of the reason that you are not able to provide the information, and advise us of any efforts you have made to obtain the information.

The Membership Committee will consider the Application and pass it on to the Council once the Application is complete. For your reference, we have enclosed a copy of the Application form as submitted.

Yours truly,

SAWRIDGE FIRST NATION

Per:

[Signature] **Signed in The Writer's Absence By:**

[Signature] Michael R. McKinney, B. Comm., LL.B.
Executive Director



March 13, 2013

Mr. Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Brittany Twin (DOB-March 29, 1993)
Alexander Twin (DOB -January 23, 2005)
Justice Twin (DOB - September 20, 2001)

We are writing in regards to the Membership Applications we received for the above minor children. You have indicated that they have Indian Status, but did not supply a copy of their Indian Status cards for confirmation.

Please supply a copy of their status cards for their applications.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Roland Twinn, Chair
Membership Committee



Returned 3/1/12

January 13, 2012

Justice Twin
c/o Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Membership Application

Your application for Membership in the Sawridge First Nation was reviewed by the Membership Committee at a recent meeting. During that review, it was noted that the application was not complete. In particular it was noted that the following information was not provided:

"Does not indicate whether or not you have Indian Status"

Please provide the missing information, or if you are not able to provide the information, please advise of the reason that you are not able to provide the information, and advise us of any efforts you have made to obtain the information.

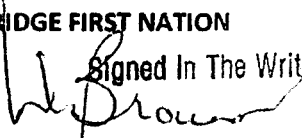
The Membership Committee will consider the Application and pass it on to the Council once the Application is complete. For your reference, we have enclosed a copy of the Application form as submitted.

Yours truly,

SAWRIDGE FIRST NATION

Per:

Signed In The Writer's Absence By:


for: Michael R. McKinney, B. Comm., LL.B.
Executive Director



March 13, 2013

Mr. Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Brittany Twin (DOB-March 29, 1993)
Alexander Twin (DOB -January 23, 2005)
Justice Twin (DOB - September 20, 2001)

We are writing in regards to the Membership Applications we received for the above minor children. You have indicated that they have Indian Status, but did not supply a copy of their Indian Status cards for confirmation.

Please supply a copy of their status cards for their applications.

Yours truly,

SAWRIDGE FIRST NATION

Per: 

Roland Twinn, Chair
Membership Committee

Sawridge

Returned 31/1/12

January 13, 2012

Brittany E. Twin
c/o Wesley Twin
1919-151 Avenue
Edmonton, Alberta
T5Y 1W1

RE: Membership Application

Your application for Membership in the Sawridge First Nation was reviewed by the Membership Committee at a recent meeting. During that review, it was noted that the application was not complete. In particular it was noted that the following information was not provided:

"Does not indicate whether or not you have Indian Status"

Please provide the missing information, or if you are not able to provide the information, please advise of the reason that you are not able to provide the information, and advise us of any efforts you have made to obtain the information.

The Membership Committee will consider the Application and pass it on to the Council once the Application is complete. For your reference, we have enclosed a copy of the Application form as submitted.

Yours truly,

SAWRIDGE FIRST NATION

Per:  Signed In The Writer's Absence By:

Michael R. McKinney, B. Comm., LL.B.
Executive Director

List of people admitted to Membership and their Relationship to Council at time of Admission

APPLICANT	RELATIONSHIP TO COUNCIL AT TIME
Bertha L'Hirondelle	Sister of Chief Walter P. Twinn, Councillor George Twinn and Cousin to Councilor Walter F. Twin
Clara Midbo	Sister of Chief Bertha L'hirondelle, Aunt to Councilor Roland Twinn and Cousin to Councilor Walter F. Twin
Freida Draney	Sister of Chief Bertha L'hirondelle, Aunt to Councilor Roland Twinn and Cousin to Councilor Walter F. Twin
Deana Morton	Cousin of Chief Roland Twinn and Councillor Ardell Twinn, Neice of Councillor Bertha L'Hirondelle
Brenda Draney	Cousin of Chief Roland Twinn and Councillor Ardell Twinn, Neice of Councillor Bertha L'Hirondelle
Kristina Midbo	Cousin of Chief Roland Twinn and Councillor Ardell Twinn, Neice of Councillor Bertha L'Hirondelle
Denise Midbo	Cousin of Chief Roland Twinn and Councillor Ardell Twinn, Neice of Councillor Bertha L'Hirondelle
David Midbo	Cousin of Chief Roland Twinn and Councillor Ardell Twinn, Neice of Councillor Bertha L'Hirondelle
Wesley Twin	(Adopted) Second Cousin of Chief Roland Twinn, Second Cousin once removed of Councillors Justin Twin and Winona Twin
Naomi Twin	(Adopted) Cousin of Chief Roland Twinn, First Cousin once removed of Councillors Justin Twin and Winona Twin
Kieran Cardinal	(Estranged Illegitimate) Nephew of Chief Roland Twinn, and Second Cousin of Councillors Justin Twin and Winona Twin
Cory Twinn	Nephew of Chief Roland Twinn, Second Cousin of Councillors Justin Twin and Winona Twin
Cody Twinn	Nephew of Chief Roland Twinn, Second Cousin of Councillors Justin Twin and Winona Twin
Rainbow Cree Quin-Twin	First Cousin Twice Removed of Chief Roland Twinn, Daughter of Councillor Winona Twin, Neice of Councillor Justin Twin
Starr Angel Twin	First Cousin Twice Removed of Chief Roland Twinn, Daughter of Councillor Winona Twin, Neice of Councillor Justin Twin
Tracey Poitras-Collins	Not aware of relationship.

MEMBERSHIP APPLICATION PROCESS

1. Applicants may request a copy of the **Sawridge Membership Application** by either:

- a) phone at 780 849 4331 or
- b) in person at 806 Caribou Trail in Slave Lake, AB or
- c) by mail at Sawridge First Nation or

Box 326

Slave Lake, AB T0G 2A0

- d) by e-mail to sawridge@sawridgefirstnation.com or
- e) by fax at 780 849 3446

2. Applicants must completely fill out all sections of the application before submitting the application to the Sawridge First Nation Council by either:

- a) dropping off in person at 806 Caribou Trail in Slave Lake, AB or
- b) mailing to: Sawridge First Nation

Box 326

Slave Lake, AB T0G 2A0 or

- c) e-mailing to sawridge@sawridgefirstnation.com or
- d) faxing to 780 849 3446

3. Upon receipt of an application in the First Nation office it is date stamped and forwarded to the Committee for review and recommendation.

4. The Membership Committee will first review the application for completion and legibility, including all necessary attachments. If an application is not completed and/or is illegible, the Committee may recommend that either the application is returned to the applicant for completion of the application [or the applicant can complete a new form] or that a request is made for the missing information. Notwithstanding that an application is not complete, or is partially illegible, the Committee may choose to make a recommendation on the disposition of the Application AS IS. The recommendation is forwarded to the Council and the Council may either follow the recommendation or choose one of the other options.

4. Once Committee is satisfied with the completion and legibility of the application or has decided to process the application AS IS, they will review the application and then recommend to Council that either:

- a) the application be rejected;
- b) the application be accepted; or
- c) the application be forwarded to the Sawridge Community for an interview.

6. The Application is then forwarded to the Council with the recommendation. The Council may follow the recommendation of the Committee or may choose one of the other options.

7. Council shall notify the applicant by mail when:

- a) an application has been accepted,
- b) an application has been rejected (together with the reasons for rejection),
- c) it has chosen to have the applicant interviewed by the Sawridge Community (together with the interview process and the date of the interview as determined by Council. (see attachment "Sawridge Membership Interview Process")

8. If an interview is prescribed and such interview has been conducted, the Sawridge Community may recommend to Council to either accept or reject the application.

9. Council will consider the recommendation by the Sawridge Community to either accept or reject an application at a duly convened meeting of the Sawridge First Nation Council and will make a final decision to either accept or reject the application for membership.

10. Council will notify the applicant of their decision to either accept or reject the application. Where an application is rejected the Council will provide Reasons for its decision.

11. In processing applications, the Committee and the Council shall follow the Sawridge Membership Rules and the Sawridge Constitution and Laws.

APPEAL PROCEDURE

This procedure shall apply to the appeal of any person (herein called the "Appellant"), whose application for membership in the Sawridge First Nation (herein called the "First Nation") has been denied pursuant to Sawridge Membership Rules.

COMMENCEMENT OF APPEAL

1. The Appeal shall be commenced by the Appellant serving a Notice of Appeal in writing to the First Nation Council at the Office of the First Nation within 15 days after the First Nation has communicated to the Appellant the Decision of the First Nation Council.
2. The Appeal shall be heard by the Electors of the First Nation in attendance (herein called the "Appeal Committee") at a meeting convened by First Nation Council for the purposes of hearing the Appeal.
3. The Appellant shall be given notice of the date, time and place of the hearing before the Appeal Committee.

APPEAL COMMITTEE

4. The Appeal Committee shall consist of the Electors of the First Nation in attendance at the Meeting convened by the First Nation Council for the purpose of hearing the Appeal.
5. The Appeal hearing shall be scheduled to be heard within 60 days of receipt of a Notice of Appeal subject to the right of the Appeal Committee to adjourn the hearing from time to time. Prior to the Appeal hearing commencing, the Appeal hearing may be postponed to a later date, that is more than 60 days after receipt of the Notice of Appeal, at the request of the Appellant.
6. The Chair of the Appeal Committee shall be the Speaker of the Assembly or if the Speaker is unable or unwilling to chair, a Member of the Appeal Committee elected by the Members of the Appeal Committee in attendance.
7. There shall be no quorum requirement for the Appeal Committee however, if the Appeal Committee is of the view that the number of Electors of the First Nation in attendance are not sufficient to conduct business, they may adjourn the hearing to such time as they decide in order to allow more Electors to attend.

HEARING PROCEDURE

8. The Appeal Hearing shall be conducted by the Chair.
9. The Chair shall decide all matters in relation to procedure.

10. The Appellant **may** be represented by **Legal Counsel**.
11. The Appeal **Committee** may retain Legal Counsel to assist in the **conduct** of the Appeal.
12. If the Appellant or the Appellant's representative does not attend at the commencement of the Appeal, the Appeal Committee may adjourn the Hearing for a reasonable period of time in order to allow the attendance of the Appellant or the Appellant's representative and after the expiration of a reasonable period of time, the Appeal Committee may proceed to hear the Appeal in the absence of the Appellant or the Appellant's representative.
13. **The** Chair of the Appeal Committee shall provide the Appellant and the Appeal Committee with a copy of the Application for Membership, the Decision of First Nation Council and the Notice of Appeal.
14. The Appeal Hearing procedure shall be as follows:
 - (a) The Chair shall introduce himself or herself;
 - (b) The Chair shall request the Appellant, and if **represented, his/her Legal Counsel** to introduce themselves;
 - (c) The Chair shall request that the Appeal Committee, and if represented, its Legal Counsel to introduce themselves;
 - (d) The Chair shall confirm that the Appellant **has** received a copy of the Application for Membership and the Decision of First Nation Council.
 - (e) The Chair shall confirm that the Appeal Committee has received a copy of the Application for Membership, the decision of First Nation Council and the Notice of Appeal;
 - (f) The Chair shall confirm that the Appellant, and if represented, **his/her** Legal Counsel have received a copy of the Appeal Procedure.
 - (g) The Chair shall ask the Appellant to make their submissions with respect to the Appeal;
 - (h) Following the submissions of the Appellant, the Chair shall ask if any Member of the Appeal Committee wishes to make submissions. If any Member of the Appeal Committee wishes to make submissions, they will be allowed an opportunity.
 - (i) The Appellant, and if represented, his/her Legal Counsel will then be asked if **they** have any submissions they wish to make in response to the submissions made by any Members of the Appeal Committee. If they wish to make submissions in response, they will be allowed an opportunity.
 - (j) When these submissions are concluded, the Appellant will be advised that the submissions shall be considered by the Appeal Committee and a Decision will be made and communicated to him/her within thirty (30) days of the date of the Hearing.
15. All **persons** **shall** be given a reasonable amount of time to make submissions, however, the Chair may, in his or her discretion set reasonable time **limits** in **relation** to **any** submissions.

16. The Chair may adjourn the Appeal Committee Hearing at any time he or she deems it necessary.
17. There shall be no transcript or other record of the Appeal Committee Hearing except for the Application for Membership, the Decision of First Nation Council, the Notice of Appeal and any written submissions or other documentation presented to the Appeal Committee.

DELIBERATIONS

18. Immediately following the conclusion of the submissions to the Appeal Committee, the Appeal Committee shall meet in camera to make a decision.
19. The Appellant, and if represented, his/her Legal Counsel, shall be advised that the Appeal Committee may reconvene if they require further submissions and the Appellant and Legal Counsel shall be requested to wait outside of the meeting room of the Appeal Committee for up to a maximum of one hour while the Appeal Committee deliberates in camera to determine if any further submissions are required.
20. If during deliberations it is determined that no further submissions shall be required, the Appellant and if represented, his/her Legal Counsel shall be advised and shall be excused.
21. If during deliberations it is determined that further submissions are required, the Appeal Committee may reconvene and open the meeting for that purpose however the Appellant and if represented, his/her Legal Counsel shall be provided notice and an opportunity to attend.
22. During the deliberations in camera, the only persons who may be present are the Appeal Committee, the Chair and Legal Counsel if retained by the Appeal Committee and any other person the Appeal Committee permits.
23. There shall be no recording or notes taken with respect to the in camera deliberations of the Appeal Committee.

DECISION BASED ON CONSENSUS

24. During the deliberations, any Member of the Appeal Committee may make a proposal either to allow the Appeal and grant Membership to the Appellant or to dismiss the Appeal and uphold the decision to deny the Appellant Membership. Any such proposal shall include reasons for the proposed decision. Once the proposal is made, it shall be discussed by the Appeal Committee and any member of the Appeal Committee may propose amendments or changes. The Appeal Committee will endeavor to reach a consensus decision on the disposition of the Appeal. A consensus will be reached if all of the Members of the Appeal Committee present agree that the decision and the reasons for the decision are acceptable. A consensus may only be considered to be reached if the decision and reasons are written out and every person who is in attendance at the deliberations of the Appeal Committee has indicated their acceptance of the decision. If

a consensus decision is reached, the written decision with the reasons shall be provided to the Appellant and if represented, his/her Legal Counsel.

25. If the deliberations continue for more than **two** hours and the Appeal Committee has failed to reach a consensus, the Appeal Committee may continue to deliberate however, after this time has expired, the deliberation shall end if any Member of the Appeal Committee makes a motion to end the deliberations and that Motion is passed by a majority of the Appeal Committee in attendance. If the deliberations are ended in this fashion, then the Members of the Appeal Committee in attendance shall vote by way of secret ballot to either allow the Appeal or to dismiss the Appeal. If a vote by secret ballot is held, the decision of the majority shall be the decision of the Appeal Committee however, in the case of a tie, the Appeal shall be dismissed. When a decision is made as a result of a secret ballot, a Notice of Decision shall be provided to the Appellant indicating only that the Appeal Committee allowed or denied the Appeal.

DECISIONS

26. The Appellant shall be provided **with** Notice of Decision of the Appeal Committee within 30 days of the Appeal Hearing. The Notice of Decision shall be mailed to the mailing address provided by the Appellant on the Application for Membership Form.
27. If the decision of the Appeal Committee is to **allow** the Appeal in relation to the Application for Membership, the **name** of the Appellant shall be **entered on** the First Nation Membership List.
28. If the decision of the Appeal Committee is to dismiss the Appeal, the Appellant shall have no further right to apply for Membership in the First Nation.
29. The decision of the Appeal Committee is final and binding and **not subject** to review.

SAWRIDGE MEMBERSHIP RULES

1. These Rules shall come into force on the day on which the Band gives notice to the Minister pursuant to subsection 10(6) of the Act. **[PASSED JULY 4, 1985]**

2. On and after the day these Rules come into force the Band List of the Band shall be maintained by the Band under the direction and supervision of the Band Council and only those persons whose names are included therein, or who have rights to have their names entered therein, pursuant to these rules shall be members of the Band. **[PASSED JULY 4, 1985]**

3. Each of the following persons shall have a right to have his or her name entered in the Band List; **[PASSED JULY 4, 1985]**

(a) any person who, but for the establishment of these rules, would be entitled pursuant to subsection 11(1) of the Act to have his or her name entered in the Band List required to be maintained in the Department and who, at any time after these rules come into force, either

(i) is lawfully resident on the reserve; or

(ii) has applied for membership in the band and, in the judgment of the Band Council, has a significant commitment to, and knowledge of, the history, customs, traditions, culture and communal life of the Band and a character and lifestyle that would not cause his or her admission to membership in the Band to be detrimental to the future welfare or advancement of the Band;

List; (b) a natural child of parents both of whose names are entered on the Band

(c) with the consent of the Band Council, any person who

(i) has applied for membership in the Band;

Act; (ii) is entitled to be registered in the Indian Register pursuant to the

(iii) is the spouse of a member of the Band, and

(iv) is not a member of another band;

(d) with the consent of the Band Council, any person who

(i) has applied for membership in the Band,

(ii) was born after the date these rules come into force, and

(iii) is the natural child of a member of the Band, and

(e) any member of another band admitted into membership of the Band with the consent of the council of both bands and who thereupon ceases to be a member of the other band.

4. For the purpose of section 3(a)(i) and section 6 the question whether a person is lawfully resident on the reserve shall be determined exclusively by reference to by-laws made by the Band Council pursuant to section 81 of the Act except that, at any time when there are no such applicable by-laws in force, no person shall be considered to be lawfully resident on the reserve for the purpose of section 3(a)(i) and section 6 unless the residence of such person on the reserve has been approved or ratified by a resolution of the Band Council that is expressed to be made for the purpose of these Rules. **[PASSED JULY 4, 1985]**

5. In considering an application under section 3, the Band Council shall not refuse to enter the name of the applicant in the Band List by reason only of a situation that existed or an action that was taken before these Rules came into force. **[PASSED JULY 4, 1985]**

6. The Band Council may at any time delete from the Band List the name of any person who has applied to the Band Council to have his or her name deleted from the Band List or the name of any person who is not then lawfully resident on the reserve and who, in the judgment of the Band Council, either does not have a significant commitment to the history, customs, traditions, culture and communal life of the Band or has a character or lifestyle that would cause his or her continued membership in the Band to be seriously detrimental to the future welfare or advancement of the Band; provided that, before a decision to delete the name of any person from the Band List is made under this section, otherwise than pursuant to an application by such person, the Band Council shall give fifteen days notice to such person who shall then be entitled to make representation to the Band Council in writing, in person or through an agent or counsel within such period of fifteen days. **[PASSED JULY 4, 1985]**

7. Where the name of a person is deleted from the Band List pursuant to section 6, the names of his or her minor children may, in the discretion of the Band Council, also be deleted from the Band List. **[PASSED JULY 4, 1985]**

8. Notwithstanding section 6 the Band Council shall delete from the Band List the name of any person who has been admitted into membership of another band with the consent of both the Band council and the admitting band. **[PASSED JULY 4, 1985]**

9. Except as otherwise expressly provided in these Rules, no application shall be required before the Band Council may enter in the Band List the name of any person who has a right to have his or her name entered in the Band List pursuant to these Rules. **[PASSED JULY 4, 1985]**

10. Where, pursuant to section 3 of these Rules, an application is required before a person has a right to have his or her name entered in the Band List, such application may be made in such manner and form as the Band Council may determine from time to time and, for greater certainty, the Band Council may permit applications to be made

under section 3(d) by a parent or guardian of a natural child referred to therein who is an infant at the time the application is made. **[PASSED JULY 4, 1985]**

11. The Band Council may consider and deal with applications made pursuant to section 3 of these Rules according to such procedure and at such time or times as it shall determine in its discretion and, without detracting from the generality of the foregoing, the Band Council may conduct such interviews, require such evidence and may deal with any two or more of such applications separately or together as it shall determine in its discretion. **[PASSED JULY 4, 1985]**

12. Any person whose application for membership in the Band pursuant to section 3 of these Rules has been denied, or whose name has been deleted from the Band List pursuant to section 6, by the Band Council may appeal such decision to the electors of the Band by delivering notice in writing to the Band Council at the office of the Band within 15 days after communication to him or her of the decision of the Band Council. **[PASSED JULY 4, 1985]**

13. Within 60 days after receipt of a notice of appeal pursuant to section 12 of these Rules the Band Council shall convene a meeting of the electors of the Band for the purpose of disposing of the appeal and the applicant shall be entitled to be present at such meeting and make representations thereto in person or through an agent or counsel. **[PASSED JULY 4, 1985]**

14. Each discretionary power conferred upon the Band Council under these rules shall be exercised by the Band Council in good faith, without discrimination on the basis of sex and in accordance with its judgment of the best interests and welfare of the Band. **[PASSED JULY 4, 1985]**

15. No person shall have a right to have his or her name entered in the Band List except as provided in section 3 of these Rules **[PASSED JULY 4, 1985]** and, for greater certainty, no person shall be entitled to have his or her name included in the Band List unless that person has, at some time after July 4, 1985, had a right to have his or her name entered in the Band List pursuant to these Rules. **[PASSED JUNE 24, 1987]**

16. In the event that any of the foregoing provisions of these Rules is held by a court of competent jurisdiction to be invalid in whole or in part on the ground that it is not within the power of the Band to exclude any particular person or persons from membership in the Band, these Rules shall be construed and shall have effect as if they contained a specific provision conferring upon each such person a right to have his or her name entered in the Band List, but for greater certainty, no other person shall have a right to have his or her name entered or included in the Band List by virtue of the provisions of this Section and, in particular, no person referred to in Subsection 11(2) of the Act shall be entitled to membership in the Band otherwise than pursuant to Section 3 of these Rules. **[PASSED JUNE 24, 1987]**

17. In the event that any provision, or part of any provision, of these Rules is held to be invalid or of no binding force or effect by any court of competent jurisdiction, these Rules shall be construed and applied as if such provision or part thereof did not apply to or in the circumstances giving rise to such invalidity and the effect of the remaining provisions, or parts thereof, of these Rules shall not be affected thereby. **[PASSED JUNE 24, 1987]**

Total Applications Received and Processed

	Received	Processed
Unknown	1	0
1993	0	1
1999	1	0
2000	0	0
2001	3	0
2002	0	2
2003	7	16
2004	3	1
2005	1	0
2006	1	0
2007	0	0
2008	5	3
2009	2	2
2010	24	0
2011	8	10
2012	11	14
2013	5	3
2014	2	0
Total	74	52

Notes:

- The processed number for 2003 includes the 11 people who were admitted pursuant to a court order. Of these 11 people one had applied, but this application was not recorded as received as it was not complete and incomplete applications were not tracked until 2006.
- The received applications include 14 applications which were received in 2006 **and** subsequent which were not complete. Letters were **sent to** those **applicants** requesting **completion** of the application.

Total Membership Additions / Denials

	Admissions	Denials
Accepted	15	
Appeal Denied		5
Automatic Admission	3	
Appeal Allowed	1	
Letter - Re Already Applied		1
Court Ordered Admission	11	
Denied		19
	30	25

There were 37 People on the Membership List when it was transferred to the First Nation in 1985.

Total Applications Received and Processed

	Received	Processed
Unknown	1	0
1993	0	1
1999	1	0
2000	0	0
2001	3	0
2002	0	2
2003	7	16
2004	3	1
2005	1	0
2006	1	0
2007	0	0
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2009	2	2
2010	24	0
2011	8	10
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2013	5	3
2014	2	0
Total	74	52

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	30	25

There were 37 People on the Membership List when it was transferred to the First Nation in 1985.

SAWRIDGE FIRST NATION

GOVERNANCE ACT

Tabled for First Reading: June 12, 2010

First Reading: June 12, 2010

Second Reading (incomplete): August 7, 2010

Second Reading (completed): September 25, 2010

Third Reading : October 16, 2010

Came in to force: October 16, 2010

Sawridge First Nation

Bill 5

Governance Act

The Sawridge General Assembly enacts as follows:

Short title

1. This Act may be cited as the ***Governance Act***.

PART I

COMMITTEES

Standing Committees

1. **The Assembly** may establish a Standing Committee on Assembly Affairs.
2. The Assembly may at any time establish or disestablish one or more additional Standing Committees, setting out the mandates for each committee through the Assembly's Standing Orders.
3. The Council shall ~~determine~~ which Councillor is responsible to act as "portfolio holder" for the subject matter assigned to each Committee and to maintain liaison with each committee established by the Assembly. The portfolio holder shall sit as an ex-officio member of the relevant Committee.
4. The Council may organize the governance of the First Nation into "directorates" reflecting the subject matter or combinations of subject matters of the legislative jurisdiction set out in the Constitution, assigning appropriate staff resources to each,
5. The Council shall assign to a Committee the human resources required by the Committee providing that the expenses involved have been approved by the Assembly and incorporated into the First Nation's financial processes.
6. The Council will respect and cooperate with each Committee as it acts within its jurisdiction. The Committees will respect and cooperate with the jurisdiction of Council as set out in the Constitution.
7. (1) Unless otherwise provided for, each Committee shall consist of four members not including the portfolio holder who sits as an ex officio member..

(2) Once established, a Standing Committee will continue to sit until the next Annual Assembly unless disestablished by the Assembly in accordance with paragraph #2, at which time the Assembly may renew the appointment of the Members of the Committee, change the composition of the committee, or appoint one or more members for a specified period of time.

(3) In establishing a Standing Committee, the Assembly shall provide the Committee with its Standing Orders, setting out the Committee's mandate.

Legislative Committees

8. The Assembly may at any time establish one or more Legislative Committees.

(1) A Legislative Committee shall consist of five members.

(2) The Committee shall consider the Bill for which it has been created from the point in the legislative process at which the Bill stands when the Committee is constituted until the Committee has reported the Bill at Second Reading to the Assembly, after which the Committee shall cease to exist.

Special Committees

9. The Assembly may at any time establish one or more Special Committees. In establishing a Special Committee, the Assembly shall

(a) appoint one or more members to sit on the Committee;

(b) set a fixed date at which the Committee will cease to exist, such date not to be later than the date of the next Annual Assembly.

(c) provide the Special Committee with a specific mandate as to its duties, powers, and reporting responsibilities.

General Provisions for Committees

10. The Assembly shall establish Standing Orders to govern the appointment of members to Committees, the procedures to be followed generally by Committees, the honoraria to be provided to members attending meetings, the budgets to be allocated, and other matters it deems appropriate.

PART II

CONFLICT OF INTEREST CODE

Preamble

1. In order to provide greater certainty in the reconciliation of the private interests and public duties of members of the Assembly and other officials of the Sawridge Government, the Assembly recognizes the following principles:
 - (1) The culture of the Sawridge First Nation places high priority on the ethical conduct of its leaders, officials, and members,
 - (2) The First Nation's leaders, officials, and members of its Assembly, having been accorded powers and responsibilities, are expected to act always in the interests of the First Nation and its future generations, arranging the duties of office and their private affairs in a manner that promotes public confidence and trust in each member's integrity, that maintains the dignity of the Assembly, that justifies the respect given by the First Nation to its institutions and to each other;
 - (3) In the reconciliation of their duties of office and their private interests, members of the Assembly are expected to act with integrity and impartiality that will bear the closest scrutiny.

Definitions

2. (1) In this Part,

"close relative" means a child without regard to the age of the child, a parent, a sibling, or a spouse;

"dependent" means any child who resides with the member and, is under the age of 18 years, or a child, parent, sibling or other person for whom the family is responsible who is over the age of 18 years who for reason of illness, disability or other cause is dependent upon the family for care and well-being;

"spouse" includes a person who is married to a member and a person with whom the member is living in a conjugal relationship outside marriage, but does not include a person to whom a member is married if the member and that person are legally separated.

Controlling interest in a corporation

(2) For purposes of this Part, a person or group of persons holds a controlling interest in a corporation if that person or group of persons exercises direction over, or directly or indirectly owns, shares of the corporation carrying more than 10% of the voting rights attached to all outstanding shares of the corporation.

Conflict of interest

3. (1) For the purposes of this Part, a member has a conflict of interest when the member, or the spouse or a dependent of the member, has significant private interests that afford the member, or the spouse or dependent of the member, the opportunity to directly or indirectly benefit from the performance of any of the duties of office of the member.

Exception

- (2) A member does not have a conflict of interest under subsection (1) in relation to an interest that
- (a) benefits the member or the spouse or a dependent of the member as one of a broad class of persons;
 - (b) is conferred as an indemnity, allowance, retirement allowance or pension, or expense paid to members under this Act, or to Officers of the First Nation; or
 - (c) is so remote or insignificant in its nature that it cannot reasonably be regarded as likely to influence the member in the performance of the duties of office of the member.

Conflicts of Interest Related to Employment

(3) Members of the Assembly or a Constitutional body may be employed by, or hold a position with, the Sawridge First Nation in various capacities, but shall declare a conflict of interest and shall abstain from voting on any matter related to the capacity in which the member is employed or holds a position.

Obligations of members participating in the Assembly or persons holding a Sawridge Office

4. Anyone holding an Office, shall

- (a) perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the member;

(b) not accept any remuneration, gift or benefit the acceptance of which might erode public confidence and trust in the integrity, objectivity or impartiality of the member, and in all other respects act in a manner that will bear the closest public scrutiny;

(c) arrange his or her private affairs in conformity with the provisions of this Part and act generally to prevent any conflict of interest from arising;

(d) make all reasonable efforts to resolve any conflict of interest that may arise in favour of the interest of the Sawridge First Nation and its members;

(e) disclose to the Assembly as a member of the Assembly or to Constitutional body in which the person holds office, as the case may be, that the member or person has a conflict of interest, and thereafter not participate in any deliberations or decisions related to the matter.

Complaints of Conflict of Interest

5. (1) If a member complains that another member is in conflict of interest, but there is a disagreement as to whether the conflict of interest exists, the Assembly or the Constitutional body of which the member is a part shall decide whether there is a conflict of interest, and whether the member may vote on the matter.
- (2) Where the Assembly or the Constitutional body decides, pursuant to ss. (1) that a conflict of interest exists, the member shall not take part in the vote on the matter.
- (3) With respect to a Constitutional body, if any member involved in the disagreement is not in agreement with the decision, that member may utilize the processes set out in the *Dispute Resolution Act* for resolution of the disagreement.

Insider Information

6. (1) A member, employee or office holder shall not use or share information that is gained in the assembly, office or employment and that is not available to the general public to further or seek to further, directly or indirectly, the private interests of the member or of the spouse or a dependent of the member.

Actions Required Where Conflict Exists

7. (1) A member who has a conflict of interest in a matter that is before the Legislative Assembly, the Management and Services Board or the Executive Council, or before a committee of the Legislative Assembly or the Executive Council, shall, if present at a meeting considering the matter,
 - (a) disclose the general nature of the conflict of interest, and
 - (b) withdraw from the meeting.

Disclosure by Speaker

- (2) Where the Speaker has a conflict of interest in any matter relating to the performance of the duties of the Speaker, the Speaker shall
- (a) disclose the general nature of the conflict of interest to the Assembly;
 - (b) delegate to the Deputy Speaker the responsibility to perform the duties of the Speaker in respect of the matter;
 - (c) withdraw from the room, and
 - (d) refrain at all times from attempting to influence any decision in respect of the matter.

Disclosure by An Officer of the First Nation

- (3) A person who is appointed by the Council as an Officer shall, if that person has a conflict of interest in any matter relating to the performance of the duties of the Officer
- (a) disclose the general nature of the conflict of interest to the Council;
 - (b) delegate to another Officer designated by the Chief the responsibility to perform his or her duties in respect of the matter; and
 - (c) refrain at all times from participating in the making of the decision, but may provide input to those that are charged with making the decision.

Lobbying

8. Any member who is paid to make representations on behalf of any person, with respect to
- (a) the awarding of a contract by Council or an agency of the First Nation;
 - (b) the extension of a benefit to a person by the Council or an agency of the First Nation;
 - (c) any other matter that relates directly or indirectly to the performance of the duties of office of the member.
- shall declare to the Council or agency involved that they are being paid to make such representations.

(4) shall seek to serve the interests of the Sawridge First Nation **by upholding both the letter and the spirit of the laws of the First Nation;**

(5) shall not accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office or relationship with Sawridge Government unless permitted by the following exceptions:

(a) authorized compensation;

(b) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;

(c) a political contribution otherwise reported by law, in the case of members running for office;

(d) services provided without compensation by persons volunteering their time;

(e) a suitable memento of a function honouring the member;

(f) food, lodging, transportation and entertainment provided by external governments or their agencies, corporations, or other organizations or by a conference, seminar or event organizer where the member is either speaking or attending in an official capacity;

(g) food, beverages, and activities at banquets, receptions, golf tournaments or similar events, if:

i) attendance serves a legitimate business purpose;

ii) the person extending the invitation or a representative of the organization is in attendance; and

iii) the value is reasonable and the invitations infrequent.

(h) communication to the offices of a member, including subscriptions to newspapers and periodicals; and

(i) sponsorships and donations for community events organized or run by a member or a third party on behalf of a member, subject to the limitations set out in the Policy on Events Organized by Council Members.

(6) For purposes of this section, a fee or advance paid to or a gift or benefit provided with the member's knowledge to a member's spouse, child, or parent, is deemed to be a gift to that member.

PART III

CODES OF ETHICS AND STANDARDS OF BEHAVIOUR

1. All meetings of the governing bodies of the First Nation and their committees shall be governed by the following rules of behaviour:
 - (a) No casting of aspersions or derogatory personal attacks against persons or use of foul language, will be accepted at any meetings.
 - (i) In the event of a personal attack, the offender must apologize and withdraw the offensive statement(s) at the meeting where the attack took place.
 - (ii) If there is no apology, the governing body shall take a vote to determine whether the offender will be asked to leave the proceedings of the meeting and lose his/her honorarium or wages, if any, in respect of such meeting.
 - (iii) If the offender refuses to leave the meeting, the remaining representatives of the governing body may choose to adjourn the meeting and to refer the matter to the Elders Commission, or if the matter in question involves an Elders Commissioner, to the Council of the First Nation. The Elders Commission or Council, as the case may be, shall make such decisions or assess such penalties as it shall consider appropriate and just. The decisions of the Elders Commission or Council, as the case may be, may be appealed according to the *Dispute Resolutions Act*.
 - (iv) If the majority of the governing body agrees that an offence occurred, the offence will be documented and recorded in the minutes of that governing body and reported to the next session of the Assembly.
 - (b) Members of the Assembly or a governing body shall not speak of matters discussed at any in-camera meeting to any person not present at such meeting or act in any way which would cause information about the meeting to be disclosed to persons who were not in attendance at the meeting.
 - (c) Any person attending a meeting of a governing body of the First Nation shall be governed by the same rules of behaviour applying to the members of that body.
 - (d) The Speaker of the Assembly, or the chair of a governing body or the majority of the governing body may ask any person attending a meeting of that body

to leave the **meeting** if the **person's** behaviour is disruptive to the proceedings of the **meeting**.

- (e) Unless otherwise agreed to by a governing body on a case-by-case basis, a representative of that body who fails to attend a meeting shall not receive any honorarium, salary, wages, or other compensation in respect of such meeting.

2. Each official and **employee** of the **Sawridge First Nation** is **expected**:

- (1) to carry out the duties and responsibilities of the position held conscientiously, loyally and honestly;
- (2) in actions and words, to promote and uphold the integrity and dignity of the First Nation and its services and programs;
- (3) in the performance of duties and responsibilities, to be prompt, courteous, temperate, cooperative, attentive and to maintain a positive attitude toward all officers, **employees**, members of the First Nation, and the general public;
- (4) to use initiative to find ways and **means** of serving the First Nation efficiently, effectively, and **economically**;
- (5) when responsible for performing duties, to dedicate time to those duties and responsibilities;
- (6) to recommend changes **in** policy, procedures and priorities which will assist the First Nation to achieve its goals and objectives;
- (7) to conduct oneself in a manner that will not bring discredit to the First Nation;
- (8) to strive for personal and professional development through self-evaluation, literature, and if resources are available, upgrading and training;
- (9) to release information in any manner, including through the public media, **only** when the release is authorized;
- (10) to preserve and **maintain in** confidence and secrecy forever all business dealings, records and information obtained as a result of being an official or employee of the First Nation in the past, present and future, except for information that is already in the public domain or which the official or employee is otherwise authorized to release;

- (11) to use equipment, **property**, or supplies **of** the First Nation with care and for authorized purposes **only**;
- (12) to refuse any fees, gifts, other tangibles or preferential treatment offered to the official or employee in reward for duties and responsibilities performed by virtue of being an official or employee if acceptance of the gift might erode public confidence and trust in the integrity, objectivity or impartiality of the official or employee;
- (13) rather than criticizing officers or employees of the First Nation or of its policies and programs, to provide constructive criticism and suggestions through the channels which are provided, always seeking to make the operations and relationships of the First Nation as harmonious as possible;
- (14) to attempt to communicate openly and positively with employees and officers so as to settle differences in a constructive manner;
- (15) **when an officer or employee has knowledge of a conflict of interest or a breach of the standards of behaviour, to report the conflict or breach to a higher level in the First Nation's structure**;
- (16) with respect to employees, to declare to the employee's supervisor any conflict between the employee's duties and the employee's private interests;
- (17) **with respect to supervisors of an employee who has declared a conflict of interest, to ensure that the employee is relieved of any responsibilities in which the employee could be subject to criticism for having acted**;
- (18) to recognize and respect the human and cultural rights and differences of all guests, residents, members and employees of the First Nation and persons with whom the First Nation has contact, treating all people with respect and dignity;
- (19) to treat the First Nation's lands, resources, and culture in a respectful way, maintaining an environment in which all people who have contact with the First Nation will have the opportunity to be impacted positively from the experience;
- (20) to provide the highest quality of service and procedural fairness, to resolve disputes in a **fair and expeditious manner**, to preserve and **build** good relationships;

- (21) to uphold **the inherent** responsibilities, rights and powers of the First Nation's people to govern themselves and the lands to which they belong, pursuant to the First Nation's Constitution and Treaty No. 8;
 - (22) to promote the **family** as the foundation of the Sawridge Community, giving value to **community**, relationships, cultural survival, the Cree language, and their ancestors;
 - (23) to provide governance and services in a manner which is safe, supportive, friendly and caring, and which will always be here for the First Nation's future generations;
 - (24) to act in a manner **which** encompasses the traditional values of Love, Honesty, Kindness, Humility, Forgiveness, Respect, Truth, Patience, Contribution, Responsibility, **Self-Reliance**, **Independence**, Accountability, and Wisdom;
 - (25) to act in a manner which **provides** and promotes an effective system of **governance which** is **transparent and accountable** to the members of **the Sawridge First Nation**, which **respects and preserves** the rights of those members, and manages the property, resources, programs and services of the First Nation, and implements the First Nation's mandate to defend and protect their lands, waters, air, resources, rights and Treaty relationship.
3. (1) The head of all **government agencies and governing bodies** shall **ensure** that all officers and employees **have been provided** copies of **the Conflict of Interest** provisions and the Code of Ethics, Standards of Behaviour, Code of Conduct, Conflict of Interest Code, and understand their obligation to abide by them.
- (2) It is the responsibility of each officer and each employee, having been provided with the documents named in the above subsection to be proactive in being familiar with these laws and to abide by them.

Confidentiality

4. For purposes of this Code, "confidential information" means information which is to be held in confidence and includes information in the possession of, or received in confidence by an officer or employee of the First Nation, and any other information set out as protected by the Constitution or any Act of the General Assembly unless already in the public domain through no fault of the individual in question.

5. In addition, "confidential information" includes information received in confidence from third parties; information that is personal, and information that is subject to solicitor-client privilege.
6. Further, "confidential information" includes information concerning personnel, labour relations, litigation, property acquisitions, the security of the property of the First Nation and its members.
7. Included in the definition of "confidential information" are matters under litigation, negotiation, personnel matters, information that may infringe on the rights of others such as the source of a complaint where it has been stipulated that the identity of the complainant is given in confidence, price schedules in contract tenders or request for proposal submissions, statistical data required by an Act of the Assembly not to be released.
8. No official or employee of the First Nation shall disclose or release by any means any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so, or when it is being released during the course of a session of the Assembly.
9. Before any confidential information is to be released to the Assembly, the holder of that information shall consult with the Speaker of the Assembly as to the nature of the information, and the Speaker shall determine the conditions under which the information shall be provided, and whether it should be provided to the full Assembly or a Committee established by the Assembly, or in some other way.
10. No official or employee or Member of the General Assembly shall use confidential information for personal or private gain, or for the gain of relatives or any person or corporation, unless all Members of the First Nation have an equal opportunity to utilize the information.
11. All matters that have been discussed at *in camera* meetings of the Assembly or any official body of the First Nation, when such *in camera* meetings are provided for, remain confidential. No person shall disclose the content of any such matter, or the substance of deliberations, of the *in camera* meeting except information that has been released by the body holding the meeting.
12. No official or employee or member shall access or attempt to gain access to confidential information in the custody of the First Nation unless it is necessary for the performance of their duties and not otherwise prohibited.

PART IV

LOBBYING CODE

PREAMBLE

The Sawridge First Nation seeks to maintain a high standard of administration and governance as well as high standards of conduct on the part of all government officials.

In particular, Sawridge members are entitled to expect the highest standards of conduct from the members that they elect to positions in their government.

Adherence to these standards will advance Sawridge First Nation's reputation and integrity.

Name of the Code

1. This Code will be known as the *Sawridge Lobbying Code*.

Definitions and Interpretations

2. For purposes of this code, a "lobbyist" is a person who is paid or provided benefits to influence the decisions made by an official of the Sawridge Government, an employee of the Sawridge Government, or a Member of the First Nation with respect to the Member's participation in the Sawridge General Assembly or in the Member's relationship with the Sawridge Government.

Application of the Code

3. This Code is intended to apply to holders of office in the Sawridge Government and Members during the course of their participation as Members of the Assembly or in referenda or plebiscites or in their relationship with any Sawridge Government decision-making process. These persons:
 - (1) shall serve and be seen to serve the people of the Sawridge First Nation in a conscientious and diligent manner, always upholding the Sawridge Constitution;
 - (2) shall be committed to performing their functions and in their relationships with integrity and to avoiding the improper use of the influence of their office or status, and conflicts of interest, both apparent and real;
 - (3) are expected to arrange their private affairs in a manner that promotes the confidence of the First Nation and will bear scrutiny by the First Nation with respect to their duties in office and relationships with the Sawridge Government;

4. In the case of categories (b), (e), (f), (g), and (h), of the above section, if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the person receiving the gift or benefit shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Clerk of the Assembly.
5. The disclosure statement shall indicate:
 - a. the nature of the gift or benefit;
 - b. its source and date of receipt;
 - c. the circumstances under which it was given or received;
 - d. its estimated value;
 - e. what the recipient intends to do with the gift; and
 - f. whether any gift will at any point be turned over to the First Nation.
6. **Any disclosure statement will be a matter of record available to any Sawridge member who asks to review disclosure statements.**
7. Any member of the General Assembly may ask that the Assembly or a Committee of the Assembly to examine disclosure statement and to decide whether the receipt of the gift or benefit might create a conflict between a private interest and the duty of the recipient to act in the best interests of the First Nation.
8. The Assembly **may then call upon the recipient to justify receipt of the gift or benefit.**
9. The recipient of a gift or benefit has the right to put before the Assembly any justificatory or other information.
10. If the Assembly determines that the receipt of the gift or benefit was inappropriate, it may direct the recipient to return the gift or reimburse the donor for the value of any gift or benefit already consumed, or forfeit the gift or remit the value of any gift or benefit already consumed to the First Nation.
11. Except in the case of categories (a), (c), (f) and (i), a member or employee **may not accept a gift or benefit from one source during a calendar year worth in excess of \$500.**

PART V

CODE OF CONDUCT OF ELECTED OFFICIALS

Improper Use of First Nation Property

1. No elected official of the First Nation shall use, or permit the use of First Nation lands, natural resources, facilities, equipment, supplies, services, staff, expense accounts, transportation services or other resources for activities other than the business of the First Nation.
2. No elected official shall obtain **personal** financial gain from the use or sale of the First Nation's intellectual property, computer programs, technical innovations, or other items capable of being patented, since all such property remains exclusively that of the First Nation.
3. No **facilities, equipment, supplies, services** or other resources of the First Nation shall be used **by any person** for any election campaign or campaign-related activities.
5. No **person** shall undertake campaign-related activities inside or near First Nation facilities during regular working hours.
6. No **person** shall use the services of persons for election-related purposes during hours in which those persons receive any compensation from the First Nation.

Improper Use of Influence

7. No elected official shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties, including the use of one's status as an elected official to improperly influence the decision of another person to the private advantage of the elected official or his or her parents, children, siblings or spouse, staff members, friends or associates, business or otherwise, including attempts to secure preferential treatment.
8. No elected official shall hold out the prospect or promise of future advantage through the official's supposed influence in return for present actions or inaction.
9. For the purposes of this provision, "private advantage" does not include a matter:
 - (a) that is of general application;

(b) that affects an elected official, his or her parents, children or spouse, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or

(c) that concerns the remuneration or benefits of an elected official.

Business Relations

12. No elected official shall act as an agent of an external interest before Council, its committees, or an agency, board or commission of the First Nation if the official receives any gift or benefits from that external interest or has an interest therein unless such external interest is disclosed in advance.

Conduct Regarding Current and Prospective Employment

13. No elected official shall allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to the First Nation.

Conduct Respecting Staff

14. No elected official shall approve budget, policy, Committee processes and other such matters related to staff unless authority to do so has been officially provided and if any requests are made for such approvals, shall direct those requests to the appropriate body or committee.

15. Knowing that the First Nation's employees serve the First Nation as a whole and without favour to any other interest, elected officials shall be respectful of the role of staff to provide advice based on political neutrality and objectivity and without undue influence from any individual member or faction of the First Nation.

16. No elected official shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all elected officials shall show respect for the professional capacities of staff.

17. No elected official shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities. Nor shall any elected official use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

18. No elected official shall direct staff to perform tasks or engage in activities which are not within the scope of the staff member's distinct and specialized roles and responsibilities.

Conduct Respecting Lobbyists

19. Each elected official is responsible for being familiar with the First Nation's laws respecting lobbyists and lobbying.
20. No elected official shall engage knowingly in communications in respect of the list of subject matters contained in the definition of "lobbying" as set out in this Act except as provided for by this Act.
21. No elected official shall continue with any communication with a person once he or she has determined that the communications are contrary to this Act's provisions relating to lobbying, or alternately, if it is determined by the official that it is appropriate to continue the communication, the official shall draw that person's attention to the First Nation's laws and codes regarding lobbying.
22. An elected official should report in writing any such violation or attempted violation of the First Nation's laws and codes regarding lobbying to the Clerk of the Assembly unless the member believes in good faith that the violation in communicating or attempting to communicate with the member was inadvertent or insignificant and the Clerk shall make such reports available upon request to any member of the Assembly.

PART VI

OATH OF OFFICE

1. A person who has been elected to an office of the First Nation shall, upon assuming office, participate alone or with other persons in a public ceremony in which he or she swears or affirms that he or she will abide by the standards and codes of conduct set out in the *Governance Act* along with such other additional commitments as he or she wishes to make to the People of the First Nation.

PART VII

PENALTIES

1. Any official, employee, person or member who violates any of the provisions of this Act may, after having had the benefits of fair and due process, be subjected to such sanctions as are appropriate and are determined by the Assembly.

Discreditable Conduct

2. **Because** all elected officials, officials, **members** and staff have a duty to treat members of the First Nation, residents who are not members, staff, one another and the public appropriately **and** without abuse, or improper bullying or intimidation, and to ensure that they **take** reasonable steps to create an environment free of discrimination and harassment, **any** official, member, or staff who **fails** to fulfil this duty is guilty of "discreditable conduct"..
3. **Because** all elected officials, officials, **members** and staff have a duty to respect the **integrity** of the First Nation's laws, codes, policies and procedures, any reprisal or threat of reprisal against a complainant **or anyone** for providing relevant information pursuant to the *Dispute Resolution Act* is prohibited, and shall constitute "discreditable conduct".
4. It is deemed to be "discreditable conduct" to obstruct the Assembly or any investigative body of the First Nation in the carrying out of its responsibilities, particularly with respect to the destruction of documents or the erasing of electronic communications.
5. Failure to observe the terms of the First Nation's laws, codes, policies and procedures is deemed to be "discreditable conduct".
6. **It is deemed to be "discreditable conduct"** if an elected **official**, staff person, or Member of the General Assembly
 - (a) fails to declare a conflict of personal interest and participated in decision-making regarding subject matter related to the personal interest;
 - (b) is convicted of an indictable criminal offence.

Compliance by Elected Officials With Codes and this Act

7. Elected officials are accountable to the Members of the First Nation through the electoral process.

Penalties for discreditable conduct

8. After following due process of fairness, the Assembly may determine
 - (a) that an elected official is guilty of discreditable conduct and may declare him or her suspended from official duties for a period of time not to exceed his or her remaining term of office, and may in addition suspend remuneration for the same period, or to declare the official's position to be vacant.
 - (b) that a member of the General Assembly is guilty of discreditable conduct and may declare him or her:
 - (i) suspended from participating in Assembly or committees of the Assembly for a period of time not to exceed one year;
 - (ii) removal from membership of a committee, board, or commission.
9. In addition, when a person has been found guilty of discreditable conduct, the Assembly may determine there should be
 - (i) repayment or reimbursement of moneys received;
 - (ii) return of property or reimbursement of its value;
10. After a finding of discreditable conduct has been made, and before the Assembly considers the penalty to be applied, the Assembly may consider any apology or statement made to the Assembly.

Constitution
of the
Sawridge First Nation

This Constitution was ratified by
the Electors of the Sawridge First Nation
in a Referendum held for that purpose on

August 24, 2009

Constitution of the Sawridge First Nation

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SAWRIDGE FIRST NATION

CONSTITUTION

PREAMBLE

We the Cree People of the Sawridge First Nation, having the inherent responsibilities, rights and powers to govern ourselves and the lands to which we belong, from time immemorial granted to us by the Creator for as long as the grass grows, the wind blows and the water flows, HEREBY DECLARE THE FOLLOWING TO BE OUR TRUTHS:

1. Family is the foundation of our Community. We value Community, Relationships, Cultural Survival, the Cree Language, and our Ancestors and will strive for the protection of these values.
2. We continue to live in family-based communities in the territory which we have occupied since time immemorial.
3. We have the obligation and responsibility to preserve our culture and language and to pass on our language, our cultural practices and our history to our descendants.
4. Our Land, waters, and natural resources are sacred and essential to the survival of our community.
5. As with all peoples, we have the inalienable right to the pursuit of happiness.
6. We will govern ourselves as a community which is safe, supportive, prosperous, friendly, and caring, and which will always be here for our grandchildren and descendants.

7. Our ancestors occupied these lands and utilized our waters and resources since time immemorial, living by the Natural Law which is encompassed by the traditional values of Love, Honesty, Kindness, Humility, Respect, Truth, Patience, Contribution, Responsibility, Self-Reliance, Independence, Accountability, and Wisdom.
8. Our inherent right to govern ourselves was recognized in Treaty #8 which was entered into between our ancestors and the Crown as original signatories.
9. Since the signing of Treaty #8, this inherent right has been distorted by the imposition of forced dependency, attitudes of superiority, systems of control, which, through this Constitution we disavow, denounce, and discard.
10. To ensure the preservation and advancement of the Sawridge First Nation we herein record the traditions, customs and practices of the Sawridge First Nation, formerly called the Sawridge Indian Band, in this, the Constitution of the Sawridge First Nation.
11. The Sawridge First Nation shall, in accordance with its customs and traditions, have an effective governing body which is transparent and accountable to the members of the Sawridge First Nation, which respects and preserves the rights of those members, and manages the property, resources, programs and services of the First Nation, and which is mandated to defend and protect our lands, waters, resources, air space, rights and Treaty relationship.
12. Reflecting an integral part of our tradition, our wish is that our governance be guided by Elders who have the respect and trust of the First Nation; who are known for their wisdom and good judgment; who demonstrate a significant commitment to and knowledge of the history, customs, traditions, cultural and communal life of the First Nation, and who are known for a character and lifestyle that does not cause detriment to the future welfare or advancement of our First Nation.

Article 1: Interpretation

1.(1) The definitions in this section apply in this Constitution:

"Chief" means the leader of the First Nation as selected in accordance with this Constitution with the authority delegated by the Members of the First Nation;

"Code" means a code of the First Nation recognized by this Constitution, or established pursuant to a referendum of the Electors held pursuant to this Constitution;

"Constitution" means the Constitution set out in this document once it has been ratified according to Article 22 herein;

"Council" means the governing body of the First Nation as selected in accordance with this Constitution and is composed of the Chief and Councilors;

"Councilor" means a member of the Council, other than the Chief, as selected in accordance with this Constitution, and is elected separately from the Chief;

"Elders Commission" means the Commission established by Article V of this Constitution;

"Elder Commissioner" means a member of the Elders Commission as selected in accordance with this Constitution;

"Elector" means a person who is

- a) 18 years of age or over;
- b) a Member; and
- c) not otherwise disqualified, pursuant to this Constitution, from voting at elections or referendums of the First Nation;

"Electoral Officer" means the person appointed pursuant to this Constitution as electoral officer for an election of the First Nation;

"First Nation" means the Sawridge First Nation which is recognized and governed by this Constitution, For greater clarity, the Sawridge First Nation was formerly known as the Sawridge Indian Band which has governed itself since time immemorial and which was an original signatory to Treaty #8 which was signed on June 21, 1899;

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"First Nation Money" is money held or controlled by the First Nation for the use and benefit of the First Nation;

"General Assembly" means the body established by Article 13 of this Constitution;

"Law of the First Nation" means a law of the First Nation made in accordance with this Constitution;

"Member" means a member of the First Nation in accordance with the Membership Code of the First Nation;

"Membership Code of the First Nation" means the rules for the First Nation's membership system established by this Constitution;

"Membership Rules" are those rules adopted by the Sawridge Band to govern its membership system prior to the establishment of this Constitution;

"Principal Office" of the Sawridge First Nation is a place where meetings of Chief and Council are held, where financial records and files of the First Nation are maintained, and where administration of the First Nation is conducted;

"Resident" means a Member whose primary residence is on Sawridge Lands or within 10 km. of a Principal Office of the Sawridge First Nation;

"Sawridge Lands" means those lands which at the time of adoption of this Constitution were reserved for the use and benefit of the Sawridge Indian Band as well as those lands which in the future become lands reserved for the use and benefit of the Sawridge First Nation;

1.(2) Every article of this Constitution shall be construed so as to uphold existing Aboriginal and treaty rights and freedoms including those recognized and affirmed under sections 25 and 35 of *The Constitution Act, 1982*, and not to abrogate or derogate from them.

Article 2: Rights and Freedoms

2.(1) **The following** Rights and Freedoms of Members are protected subject to the collective rights of the Sawridge First Nation and such other reasonable limits prescribed by Laws of the First Nation as can be demonstrably justified in a free and democratic society:

- a. Right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice;
- b. Freedom of culture, language, conscience and religion;
- c. Freedom of thought, belief, opinion and expression;
- d. **Freedom** of peaceful assembly;
- e. Freedom of association;
- f. Right to be secure against **un**reasonable search or seizure;
- g. Right not to be arbitrarily detained or imprisoned.
- h. Right to be treated fairly;
- i. Right to live in peace and good order.
- j. Right not to be **discriminated** against based on age, sex, religion, or mental or physical disability. Right to equal Protection, treatment and benefit under Laws of the First Nation.

2.(2) All Members and others affected by decisions made by First Nation officials or employees shall have access to a conflict resolution instrument established or to be established for by Law or regulation of the First Nation when a person believes he or she has been treated unfairly, discriminated against, or treated in a manner not in accord with accepted standards of administrative fairness.

Article 3: Membership

Control of Membership

3.(1) **The First** Nation has the inherent right to control its own Membership in accordance with its own laws, codes, customs, practices, traditions and traditional values and principles.

Transitional

(2) Members of the Sawridge Indian Band recorded on the Membership List of the Sawridge Indian Band and maintained by the Band in accordance with the Membership Rules of the Sawridge Indian Band are the Members of the First Nation on the day that this Constitution is adopted.

Membership Code

(3) Until amended in accordance with **this** Constitution, membership in the First Nation shall be determined by the Membership Rules that were in force immediately before the day on which this Constitution came into force with such modification as are required by the **Constitution**. The Membership Rules shall thereafter be called "the Membership Code".

Members of other First Nations

(4) No member of another Band or another First Nation may be a member of the First Nation at the same time.

Amendment

(5) **The** Membership Code may only be amended in the same manner as the Constitution may be amended.

Article 4: Governing Bodies

4.(1) The Government of the First Nation shall consist of three bodies:

- a. The First Nation in Assembly
- b. The Council
- c. The Elders Commission

How Elected

(2) The Chief, Councilors and Elder Commissioners shall each be elected in an election of the First Nation by a plurality of the votes cast by Electors pursuant to the provisions of this Constitution in accordance with all of the Election Procedures set out in Laws or Codes of the First Nation.

Official Location

(3) The official place of business of the First Nation shall be on Sawridge Lands. The Principal Offices of the First Nation shall be maintained on the Sawridge Lands. At least one-half of all meetings held by the First Nation or any of its bodies shall be held on Sawridge Lands.

Article 5: Elders Commission

- 5.(1) The Elders Commission shall have the same number of members as the Council.
- (2) To be nominated in an election for the position of Elder Commissioner, a person must:
- (a) be an Elector of the First Nation;
 - (b) have all of his or her debts owed to the First Nation in good standing and
 - (c) not have been convicted in criminal proceedings for theft, fraud, bribery or breach of trust.

Elder Commissioner Representing Non-Resident Electors

(3)(a) One half of all positions of Elder Commissioner shall be reserved for Elder Commissioners who are elected by Electors who are not Residents. In representing the interests of the entire First Nation, the Elder Commissioner so elected shall ensure that the voice of the Members who are not Resident is heard in the proceedings of Council. Being a Resident is neither a requirement nor a bar for this Elder Commissioner elected by Electors who are not residents.

(b) One half of all positions of Elder Commissioner shall be reserved for an Elder Commissioner who is elected by Electors who are Residents. In representing the interests of the entire First Nation, the Elder Commissioner so elected shall ensure that the voice of the Resident members is heard in the proceedings of the Elders Commission. Being a Resident is neither a requirement nor a bar for this Elder Commissioner elected by Electors who are Residents.

(c) The principle of having equal numbers of Elder Commissioners in each of the two categories will be maintained regardless of the proportion of Members who are Residents as compared to those who are not Residents.

(4) The Elders Commission may provide advice to the Council. The Council must hear the advice of the Elders Commission, but the advice shall not bind the Council.

(5) The Council may refer matters to the Elders Commission for their advice.

(6) The Council may **also** delegate decisions or appeal matters for consideration by the Elders Commission **stating** whether Council asks that the Elders give recommendations, or make a decision..

(7) Before adopting an annual budget, the Council shall ask for and consider the advice of the Elders Commission.

(8) When so instructed by the Elders Commission, the Council shall call a Special General **Assembly** of the Members.

Article 6: The Council

6.(1) The Executive Branch of the First Nation's government shall be called the Council and its members shall consist of a Chief and Councilors selected in accordance with the provisions of the Constitution. The Council shall govern the affairs of the First Nation.

Number of Councilors

(2) At the time a regular election is called, the number of Councilors to be elected shall be two Councilors if there are fewer than 300 members. If there are 300 or more Members but fewer than 500 Members, there will be four councilors. If there are 500 or more Members but fewer than 700 Members, there will be six councilors. If there are 700 or more Members there will be eight councilors. There shall be a maximum of eight councilors.

Categories of Councilors

(3) There are two categories of councilor: "a councilor who represents Members who are not Residents" and "a councilor who represents Members who are Residents". For each pair of two councilors, one of them will be a councilor who represents Members who are Residents, and the other will be a councilor who represents Members who are not Resident. The principle of having equal numbers of councilors in each of the two categories will be maintained regardless of the proportion of Members who are residents as compared to those who are not residents.

Councilor Representing Members who are Not Residents

(4) Each position for a Councilor elected by Members who are not Residents shall be filled by a Councilor who, without regard to whether he or she is Resident or not Resident, is nominated by and elected by Electors who are not Resident on Sawridge Lands. In representing the interests of the entire First Nation, the Councilor so elected shall ensure that the voice of the Members who are not Residents is heard in the proceedings of Council.

Councilor Representing Electors who are Residents

(5) Each position of a Councilor who represents Members who are Residents shall be filled by a Councilor who, without regard to whether he/she is Resident or not Resident, is nominated by and elected by Electors who are Residents. In representing the interests of the entire First Nation, the Councilor so elected shall ensure that the voice of the members who are Residents is heard in the proceedings of Council.

Prohibition

(6) No person may hold a position on Council and the Elders Commission at the same time, nor simultaneously hold two positions on either body.

Article 7: Eligibility

Chief

7.(1) No person is eligible to be nominated for election as Chief unless

- a) the person is an Elector of the First Nation;
- b) the person is a Resident,
- c) all debts owed to the First Nation by the person are in good standing;
- d) no court has convicted the person in criminal proceedings in respect of an indictable offense for which the person has not been pardoned; and
- e) the nomination of the person is made by two persons who are themselves Electors and who submit the nomination to the Electoral Officer on or before the date set for the close of nominations, together with a statutory declaration sworn by the nominee attesting to the matters mentioned in this subsection and a certificate from the First Nation's Chief Financial Officer in respect of subparagraph (c).

Councilors

(2) No person is eligible to be nominated for election as Councilor **unless**

- a) the person is an Elector of the First Nation;
- b) all debts owed to the First Nation by the person are in good standing;
- c) no court has convicted the person in criminal proceedings in respect of an indictable offense for which the person has not been pardoned; and
- d) the nomination of the person is made by two persons who are themselves lawful Electors and who submit the nomination to the Electoral Officer on or before the date set for the close of nominations, together with a statutory declaration sworn by the nominee attesting to the matters mentioned in this subsection and a certificate from the First Nation's Chief Financial Officer in respect of subparagraph c), providing that the nomination of an Elector for the position of Councilor who represents Members who are not Residents shall be made only by Electors who are themselves not Residents, and the nomination of an Elector for the position of Councilor who represents Members who are Resident shall be made only by Electors who themselves are Residents.

Disqualification

- (3) If the Chief ceases to be resident on Sawridge Lands, or the Chief, an Elder Commissioner or Councilor ceases to be an Elector, ceases to be mentally competent, having been so declared by any authority having the lawful power and expertise to do so, or is convicted in criminal proceedings for theft, fraud, bribery or breach of trust, that person thereupon ceases to be Chief, an Elder Commissioner or a Councilor as the case may be. This provision shall not cause an Interim Chief to cease to be an Interim Chief merely because the Interim Chief is not a resident.

Article 8: Functions and Duties of Council

Authorization of Council to Exercise Powers

8.(1) The First Nation authorizes and directs the Council to exercise the First Nation's powers and carry out its duties in accordance with this Constitution.

Duties of Council

(2) The Council has the duty to protect and uphold the Constitution and its guiding principles and the duty to protect the values and rights recognized by the Constitution.

Ratification of Actions

(3) The Council may, by resolution, ratify the actions of Council or the actions of any of the members of Council, including decisions that have been made, expenses that have been incurred and contracts that have been entered into. Any such ratification by Council shall be by way of motion, evidenced by a resolution in writing. Any decision not to ratify an action of any of the members of Council shall also be by resolution in writing.

Delegation of Functions

(4) The Council may authorize the Chief or any other **designated person** or body to perform and exercise any of its duties, powers and functions. Any such authorizations shall be by way of motion, evidenced by a resolution in writing.

Officers, employees, etc.

(5) The Council may appoint officers, agents and employees of the First Nation and establish administrative and advisory bodies to assist in the administration of the affairs of the First Nation. Any such appointments by Council shall be by way of motion, evidenced by a resolution in writing.

Non-Liability

(6) No Member, Councilor, Chief, Elder Commissioner or employee shall be personally liable for any debt or obligation of the First Nation.

Article 9: Appointing Electoral Officer

9.(1) The Council, in consultation with the Elders Commission, shall appoint an Electoral Officer not later than eighty days before the date on which an election is to be held.

Disqualification

(2) The Electoral Officer must not be a Member of the First Nation or an employee of the First Nation or the Council. No person may be an Electoral Officer who has been convicted of an indictable offence.

Replacement

(3) Where an Electoral Officer resigns, dies or is otherwise unable to fulfill the duties as an Electoral Officer the Council shall immediately appoint a replacement Electoral Officer.

Article 10: Calling of Elections

10.(1) Within 60 days after ratification of this Constitution by the Electors of the Sawridge First Nation, at a Special General Assembly of the First Nation called for that purpose, and with advance notice of the proposal having been provided in the Notice of Assembly, the Council will table a proposed "Elections Act" for the consideration of the Assembly.

(2) The proposed Act will set out the procedures, rules, and regulations regarding the conduct of elections by the First Nation, including the appointment of an Electoral Officer to conduct elections and to report on the results of each election to the General Assembly;

General Elections

(3) The Council shall call a general election of the First Nation for the positions of Chief and Councilors, the Elders Commission, and members of an Audit and Compensation Committee to be held not later than four years from the date on which the last general election was held.

By-Elections

(4) If a vacancy occurs for the office of Councilor, the Elders' Commission, or the Audit and Compensation Committee before the end of the term of such office, the Council may call a by-election at its discretion to fill the vacancy for the **unexpired term of office, but** must call such a by-election to be held **within 90 days of the vacancy occurring if less than** three years have expired since the previous election. Where a by-election is called to fill a vacancy for a position which was previously filled by a Member who was elected in a vote in which only Members who are residents or Members who are not residents are eligible to participate, then only that same group of Electors will be permitted to vote in the by-election.

Interim Chief

(5) If the Chief resigns, dies or is otherwise unable to act as Chief, the Council shall immediately appoint an Interim Chief, which may be one of the members of Council or a member of the Elders' Commission, regardless of whether that person is Resident, and shall call a by-election to be held within 90 days of the vacancy occurring if less than three years have expired since the previous election. The Interim Chief shall serve out the term of Chief until the next scheduled election or a duly-called by-election has elected a successor. Where an Elders Commissioner or Councilor is appointed as Interim Chief they shall return to their position as Elders Commissioner or Councilor after a by-election for the position of Chief where they are not elected as Chief. Their seat on the Elders Commission or Council shall remain vacant without the need for a by-election while **they** serve as interim Chief.

No Council

(6) If a vacancy occurs in all of the positions of Council at any time, then the Elders Commission shall call a general election to be held within 90 days of the vacancies occurring and the Elders Commission shall immediately convene a Special General Assembly to appoint an interim Chief and Councilors who shall serve as such until a by-election has been held and a Council has been affirmed by the Electoral Officer.

(7) If the Elders Commission for any reason fails to immediately convene a Special General Assembly to appoint an interim Chief and Councilors, 25% or more of the Electors may themselves call a Special General Assembly by posting a notice of the Special General Assembly with their signatures affixed thereto, to deal with the emergency situation and to ensure that a proper general election is held pursuant to this Constitution. Should more than one group of Electors call such a Special General Assembly, the Assembly shall be held on the date set by the group with the largest number of Electors.

Recall

(8) Upon receipt of a petition signed by at least 50% of the Electors of the First Nation calling for the removal of a Councilor, an Elder Commissioner, or the Chief, the Council shall call a by-election for the position occupied by that person to be held within 90 days of the receipt of the petition, provided that there is more than six months remaining in that person's term of office. The person in respect of whom the petition of removal was received shall continue in office until the by-election in respect of that person's position is held and may be nominated as a candidate in the by-election.

Disqualification as Electors

(9) The following Members shall be disqualified as Electors:

- a) any Member who is mentally incompetent, having been so declared by any authority having the lawful power and expertise to do so;
- b) any Member who has been convicted of an indictable offence and who is in custody in relation to that conviction at the time of the election.

Article 11: Appealing Election Result

11.(1) Within fourteen days after an election, any candidate in the election or any Elector may lodge a written appeal with the Electoral Officer if the candidate or Elector has reasonable grounds to believe that there was

- a) a corrupt practice in connection with the election; or
- b) a contravention of this Constitution, or any law of the First Nation that might have affected the result of the election.

- (2) The Electoral Officer shall make a decision in respect of any appeal within seven days of receipt.
- (3) If any candidate at the election or any Elector is not satisfied with the decision of the Electoral Officer in respect of the appeal, then that person may within 28 days after the decision of the electoral officer is made appeal further to the Elders Commission (if the election was for Council or other office) or the Council (if the election was for the Elders Commission) in writing. The Elders Commission or Council, as the case may be, shall be referred to as "the Appeal Tribunal" and shall make a decision in respect of any appeal within seven days of receipt.
- (4) If any candidate at the election or any elector is not satisfied with the resolution by the Appeal Tribunal of any appeal made to them pursuant to subsection (3), then that person may within fourteen days after the appeal was made, lodge an appeal to a Special or Regular General Assembly which shall be called for that purpose within thirty days from the date the appeal is received.

Sending documents to Electoral Officer

- (5) Upon the filing of an appeal, the appellant shall forward a copy of the appeal together with all supporting documents to the Electoral Officer and to each candidate.

Written Answers Required

- (6) Any candidate may, and the Electoral Officer shall, within fourteen days of the receipts of a copy of an appeal under subsection (4), forward to the Appeal Tribunal, by registered mail, a written answer to the particulars set out in the appeal, together with any supporting documents relating thereto duly verified by affidavit.

The Record

(7) **All** particulars and documents filed in accordance with this section form the record.

Relief

(8) The Electoral **Officer**, Appeal Tribunal, or the General Assembly may provide such relief as it sees fit, **when** it appears that there was

- a) a corrupt practice in **connection** with the election that might have affected the result of the election; or
- b) a contravention of **this** Constitution, or any law of the **First** Nation that might **have** affected the result of the election.

Complaints other than Appeals

(9) In the event that information was provided to the Electoral Officer regarding a corrupt practice in connection with the election or a contravention of this Constitution of any law of the First Nation which did not affect the result of the election, the Electoral Officer shall investigate the matter and report on it to the General Assembly.

(10) **Any** party who might be affected by decisions made **by** the Electoral **Officer**, the **Appeal** Tribunal, or the General Assembly shall have **the right to respond to allegations and to provide evidence and submissions**,

Article 12: Audit and Compensation Committee

12.(1) The First Nation shall have an "Audit and Compensation Committee". At each regular election for the offices of Chief and Councilors, the Electors shall also elect two Electors to serve as members of an Audit and Compensation Committee. The Council shall also appoint one of its members to serve on the Committee.

(2) Prior to each Regular General Assembly of the First Nation, the Audit and Compensation Committee shall, subject to the ratification of the Regular General Assembly, review the remuneration, benefit package, personnel policies and other conditions of employment, contract, or honoraria provided to employees, committee members, Elders Commission members, and the Council; and report its recommendations to the Regular General Assembly for ratification.

(3) At each annual Regular General Assembly of the First Nation, the Audit and Compensation Committee shall recommend to the Assembly the appointment or reappointment of an auditor to audit the books and accounts of the First Nation, provided that the auditor must be independent of the First Nation and must be a member in good standing or a partnership whose partners are members in good standing of the Canadian Institute of Chartered Accountants Association of the Province of Alberta.

(4) At any time, the Audit and Compensation Committee shall:

(a) receive, on a confidential basis, the auditor's report, or the notice of Council that the term of the auditor has expired or for any other reason the position of auditor is vacant;

(b) receive and investigate any reports of corruption, fraud, or suspected fraud, and

(c) after considering such reports, decide if the Audit and Compensation Committee should instruct the Council to call a Special General Assembly of the First Nation or to wait until the next Regular General Assembly of the First Nation.

(5) The Audit and Compensation Committee shall report, on a confidential basis, its findings to the Assembly.

(6) If any two members of the Audit and Compensation Committee consider it would be beneficial for the Elders Commission to assist the Committee, the Elders Commission may provide the requested assistance, and the Committee shall consider the Elders Commission's advice.

Article 13: Meetings

General Assembly of The First Nation

13.(1) The Council shall convene a Regular General Assembly of the First Nation at least once in each calendar year and within at least 15 months after the last-held Special General Assembly or Regular General Assembly.

Special General Assembly of The First Nation

(2) The Council shall call a Special General Assembly within forty-five days of the receipt of a petition, duly signed by at least twenty-five per cent of the Electors, calling for such an Assembly.

Notice of Assembly

(3) The Council shall post in the First Nation's Principal Offices and mail to each adult member at their last known address a notice setting out the date, time and place of each Regular and Special General Assembly at least one month prior to the date of the meeting. Where exceptional circumstances exist, the Council may provide other forms of notice and shorten the one month notice period, provided that, a majority of the Electors attending the meeting vote to ratify the change of the notice period and method.

(4) Any member may attend and participate in any General Assembly of the First Nation.

Financial Information

(5) The Council shall, at least once per year, at a duly-convened General Assembly, present to the Assembly the First Nation's budget for the current or ensuing year, audited financial statements of the First Nation for the most recently completed fiscal year, and a five year capital/strategic plan for the First Nation. The presentation of this financial information will be subject to the agreement by all members in attendance that they will keep the information confidential as required by this Constitution.

Quarterly Reports

(6) The Council shall, at least quarterly provide a report on the activities of the First Nation on a confidential basis either at a General Assembly or in a written report to the Members.

Article 14: Proceedings and Minutes

14.(1) Minutes shall be taken at all Councils, General Assemblies, and meetings of Committees of either the General Assembly or the Council meetings, but shall not be taken at *in camera* Council Meetings. Subject to any laws of the First Nation and a confidentiality agreement, all minutes, except minutes of *in camera* Council meetings, shall be made available for inspection by any member and other persons authorized by the Council.

- (2) Council meetings shall be governed by regulations made by the Council and
 - a) A Council meeting may be called by the Chief upon providing the Councilors with 7 days notice of such meeting and by posting the notice in the First Nation Office 7 days prior to the day set for the meeting.
 - b) In cases of emergency or urgent business, the Chief and Council may waive the notice requirement for a meeting.
 - c) The Council shall meet at least six **times** each year and at least one meeting shall be held in each **annual bi-monthly** period.

Agenda

- (3) The Council shall place on the agenda for a meeting of the Council any item submitted by a member at least two days before the **meeting**.

Attendance

- (4) Any Member may attend any Council meeting, or meeting of a Council Committee as an observer except for *in camera* meetings which are convened to deal with matters the Council deems appropriate for *in camera* meetings.

In Camera Meetings

- (5) An *in camera* meeting is a private meeting to deal with private, confidential or extremely sensitive matters. Such meetings are not open to the general membership of the First Nation and no minutes of such meetings will be kept. All decisions flowing from *in camera* meetings will be made after the *in camera* portion of the meeting has ended.

Article 15: Laws of the First Nation

Legislative Jurisdiction

15.(1) Subject to this Constitution, the First Nation may make Laws of the First Nation in relation to the following subject matters:

1. Referendum and Election procedures
2. Council Procedures
3. Taxation and Licensing
4. Expenditures
5. Land Management, zoning, development and land use.
6. Law and Order
7. Traffic
8. Administration of Justice
9. Protection of Minors and Dependent Adults and their property
10. Culture, traditions and customs
11. Health and Hygiene
12. Welfare and Social Services
13. Marriage, divorce, separation and matrimonial property
14. Custody, Placement and Adoption
15. Wills and Estates
16. Trusts
17. Education
18. Natural Resources
19. Infrastructure
20. Environment
21. Trespass and nuisance
22. Public games, gaming, sports and amusements
23. Recreation
24. Animals
25. Weapons
26. Intoxicants
27. Local Institutions
28. Policing
29. Businesses and Corporations
30. Any other matter, activities or things relating to the First Nation, its members, lands, moneys or property.

Legislature

(2) The Electors of the First Nation in Assembly shall constitute themselves as a Legislative Assembly to propose, pass, amend, and rescind laws of the First Nation. In addition to legislative activity, the Legislative Assembly may discuss and debate matters of importance, may pass motions and resolutions, establish its procedures and rules,

(3) In acting as a Legislature, the Electors of the First Nation explicitly state they are acting by virtue of their inherent powers of self-government, and are not acting as any federal body, agency, commission, or tribunal of Canada.

(4) A proposed law of the First Nation may be proposed a) by the Council, b) by the Chief or a Councilor, c) by the Elders Commission, or d) by any member or members supported by a petition signed by at least 25% of the Electors of the First Nation.

(5) Notice of the proposed law of the First Nation will be provided in an official Notice of General Assembly sent to the Electors of the First Nation.

(6) For the **General** Assembly to be called to order at least **12** Electors must be present.

(7) The General Assembly will first attempt to reach consensus on all decisions. If consensus cannot be achieved, the vote will be carried by a simple majority providing that on other than a vote to adjourn, no vote **will be** valid unless at least 12 Electors vote in favour. A higher level of majority **may** be required within the proposed Law.

Readings

(8) A properly proposed Law of the First Nation shall be discussed by the General Assembly, and after discussion may be a) tabled, b) tabled until the next General Assembly, c) amended by consensus or vote of the Assembly, and/or d) passed at First Reading as amended. A proposed Law of the First Nation passed at First Reading may be referred by the General Assembly to a Standing Committee or special Committee of the General Assembly for further study and/or amendment, or it can be referred to the next Assembly for further consideration.

(9) Except where the proposed Law of the First Nation is of an emergency nature, the Council shall make reasonable efforts to have a copy of every proposed law of the First Nation passed at First Reading, as amended, sent to every Elector of the First Nation, together with a statement from the Minutes of the General Assembly setting out the manner the Assembly dealt with the proposed law of the First Nation. It is the responsibility of each member interested in a proposed Law of the First Nation thereafter to monitor the progress of the proposed Law of the First Nation through the legislative process.

(10) A proposed Law of the First Nation which has passed First Reading may be brought up again for Second Reading as ordered by the General Assembly or by a Committee to which it was referred by the General Assembly, together with any amendments which the Committee has made. At Second Reading, the proposed Law of the First Nation shall be discussed by the Assembly, and after discussion may be a) tabled, b) tabled until the next Assembly, c) amended by consensus or vote of the Assembly, and/or d) passed at Second Reading. A proposed Law of the First Nation passed at Second Reading may be referred by the General Assembly to a Standing or Special Committee for further study and action before returning it to the Assembly for its consideration, or it can be referred to the next General Assembly for Third Reading.

(11) A proposed Law of the First Nation passed at Third Reading constitutes a Law of the First Nation and comes into effect upon passage by the Assembly at Third Reading, or at some later date set out in the Law.

(12) A proposed Law of the First Nation may pass from First to Second to Third Reading in the same session by unanimous consent of all Electors present at a General Assembly provided that **at least fifty percent (50%)** of the Electors of the First Nation are present.

(13) A Law of the First Nation passed at Third Reading is binding upon all Members, the Council and other officials of the First Nation, and other persons within the jurisdiction of the First Nation.

(14) Nothing **in this** Article shall be interpreted to mean that Council may **not pass its own** resolutions **governing its own** conduct and decisions.

Publication

(15) Upon passage, every law of the First Nation shall be posted in the First Nation's Principal Office and at such other locations as the Council may determine. A copy of the laws of the First Nation shall be maintained at the First Nation Principal Office for review by any person during the hours which the office is open.

Register of Laws of the First Nation

(16) The Council shall maintain a general register of the Laws of the First Nation in which are kept the originals of all Laws of the First Nation.

No Invalidity

(17) No Law of the First Nation is invalid by reason only of a failure to be registered in compliance with subsection (14).

Right to Obtain Copies

(18) A person is entitled to obtain a copy of a Law of the First Nation upon payment of such reasonable fee as may be fixed by the Council.

Article 16: Management of First Nation Money

Spending Authority

16.(1) The Council may by resolution expend First Nation Money or commit itself by contract or otherwise to spend First Nation Money for a purpose that, in the opinion of the Council, is for the benefit of the First Nation subject to any limitations set out in this Constitution.

Validity of Contracts

(2) A failure by the Council to follow **the** procedures prescribed by this Constitution does not affect the validity of any contract.

Loans to Members

(3) All loans by the First Nation to Members must be approved by the Council at a duly convened Council meeting and **must** be in accordance with all applicable Laws of the First Nation.

Unfettered Discretion

(4) In making investments of **First** Nation Money, the Council has unfettered discretion in **their** selection, **subject, however,** to the **Laws of the First Nation and this Constitution.**

Distribution of First Nation Money to Members

(5) The proposal of any Law of the First Nation dealing with the per capita distribution of First Nation Money may be made only by the Council.

(6) The Council may propose to any General Assembly a Law of the First Nation providing that First Nation Money be distributed on an equal per capita basis to the Members of the First Nation or any other proposal for equitable distribution, provided that the Council may not propose a distribution if such distribution would, together with all the distributions made in the previous twenty-four months, exceed five percent (5%) of all of the First Nation Money that is held at the time of such distribution, unless such distribution has been approved by ninety percent (90%) of the votes cast both by Electors of the First Nation who are Residents and by Electors of the First Nation who are not residents, voting in separate referendums, held for the purpose of approving that distribution and in each of which ninety percent (90%) of the Electors participate. No Member shall receive more than one a per capita share of such distribution.

(7) Such a proposed Law of the First Nation will be dealt with as any other proposed Law in the manner provided for in this Constitution.

Article 17: Accountability

17.(1) Within 180 days after ratification of this Constitution by the Electors of the Sawridge First Nation, at a Special General Assembly of the First Nation called for that purpose, and with advance notice of the proposal having been provided in the Notice of Assembly, the Council will table a proposed "Financial Management Act" for the consideration of the Assembly.

Inspection of Financial Records

(2) Any Elector and that Elector's qualified legal representative and qualified accountant may inspect the budget, the financial statements, the auditor's report relating thereto and any annual report, if

- a) the Elector's debts to the First Nation are in good standing, and
- b) the Elector is competent to agree and has agreed in writing, together with the Elector's qualified legal representative and qualified accountant, to keep the financial information confidential.
- c) the Elector agrees to permit the First Nation to supervise the inspection in a manner which protects both the integrity of the records and the privacy of the Elector.

Confidentiality

(3) The financial information, which includes the budget and financial statements, of the First Nation is confidential information. Any Elector who wishes to access the information will be required to agree in writing to keep the information confidential and may only discuss it with other Electors or First Nation employees who have themselves agreed to keep the information confidential. No other disclosure may take place without the consent of the Council. Members of Council and employees of the First Nation may disclose such information as is necessarily required in the discharge of their duties provided they take every reasonable precaution to protect the confidentiality of the information.

When and Where to Inspect

(4) The right of inspection set out in s. 15(2) may be exercised at the office of the Council during normal business hours or at such other places and times as may be provided by Law or regulation of the First Nation.

Number of Inspections

(5) This right of inspection may not be exercised by a Member more than twice in each fiscal year in addition to inspection of the books and records at the Regular General Assembly as provided for in s. 15(2).

Fee for Inspection

(6) The First Nation may charge an administrative service fee, in accordance with a law of the First Nation imposing such a fee, to cover the costs of supervision during inspections provided for by subsection (2), but no fee may be charged to inspect the books and records at the Regular General Assembly.

Conflict of Interest

(7) No elected or appointed official or employee of the First Nation shall act in a manner, or to be seen to act in a manner, so as to further his or her private interests or those of his or her relatives or friends or to improperly further another private interest. Such an action shall constitute a conflict of interest.

(8) Any Elector who has reasonable grounds to believe an action has been taken which constitutes a conflict of interest may lodge a written complaint with the Elders Commission, or if the complaint is with regard to a member of the Elders Commission with the Council,

(9) The body to which the complaint has been made shall investigate the complaint, ensuring that the person against whom the complaint has been made has had the opportunity to reply to the complaint and provide further evidence, and within 30 days of receipt of the complaint, make a decision as to whether the matter complained about constitutes a conflict of interest, and if so, whether the matter should be reported to a Special General Assembly or a Regular General Assembly, and then so report. The report shall contain recommendations in regard to the complaint and its investigation in respect of the complaint. A copy of the report shall be provided to the person against whom the complaint has been made and to the person making the complaint within seven days of the date of the report.

(10) If either the Elector making the complaint or the person against whom the complaint has been made is not satisfied with the report of the body to which the complaint has been made, that person may within 21 days after receipt of the report ask the reporting body to reconsider the matter, providing any further evidence he or she considers relevant.

(11) The body dealing with the complaint may, if it so decides, further investigate and consider any additional evidence and amend its report to the Regular or Special General Assembly, as the case may be. In any case, the complainant and the person against whom the complaint has been lodged shall be advised of the final decision of the investigating body.

(12) Any elected or appointed official or employee who wishes to obtain an advance decision as to whether a proposed action would be considered as constituting a conflict of interest may request in writing that the appropriate body provide a written opinion, and such request and written opinion shall be reported to the next General Assembly.

Article 18: Audits

Determining Independence

18.(1) The First Nation shall appoint and at all times maintain a chartered accountant as the auditor for the First Nation. The auditor must at all times be independent. For the purpose of this section,

- a) independence is a question of fact; and
- b) a person is deemed not to be independent if that person or that person's business partner is a Member of the First Nation or
 - i) is a business partner, an officer or an employee of the First Nation or participates in any of its business or financial interests or is a business partner of any officer or employee of the First Nation,
 - ii) beneficially owns or controls, directly or indirectly, an interest in or securities of the First Nation or any of its business or financial interests, or
 - iii) has been a receiver, receiver manager, liquidator, or trustee in bankruptcy of the First Nation or any of its business or financial interests within two years of the proposed appointment as auditor of the First Nation.
- c) the auditing firm and its members shall be free of any influence, interest or relationship, which in respect of the engagement, impairs the professional judgment or objectivity of the firm or its members. The auditor shall also be free of any influence, interest or relationship, which in the view of a reasonable observer would impair the professional judgment or objectivity of the firm or a member of the firm.

(2) A person is disqualified from being an auditor of the First Nation if the person ceases to be independent of the First Nation, of its businesses or financial interests or of the officers of the First Nation.

Consequence of Disqualification of an Auditor

(3) An auditor who becomes disqualified under this section shall no longer serve as auditor for the First Nation.

Auditor's Report

(4) The Council shall enter into a contract with the Auditor decided upon by the General Assembly, stipulating that the auditor shall, within six months after the completion of the financial statement, prepare and provide to the Council a report on the First Nation's financial statement, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of the First Nation in accordance with Canadian generally accepted accounting principles and further, that the auditor shall submit the same report to the General Assembly of the First Nation.

Article 19: Interests in Sawridge Lands

19.(1) The following transactions, involving interests in Sawridge lands require approval by ninety percent (90%) of the votes cast by Electors of the First Nation, voting in a referendum held for the purpose of approving any of these transactions and in which at least ninety percent (90%) of the Electors participated:

- a) any sale, transfer, or surrender of any lands or resources;
- b) a mortgage or charge;
- c) the grant of an interest for a term exceeding forty-nine years and
- d) the grant to a Member of any interest other than a grant for personal residential purposes.

Authorizing Transactions

(2) The Council may by resolution authorize transactions other than those set out in subsection (1), such as the granting of leases, licenses, permits, easements, rights of way, or any other interests in or to the use of Sawridge Lands. Before the First Nation authorizes any granting of leases, licenses, permits, easements, rights of way, or any other interest in or to the use of lands of the First Nation, the Council shall:

- a) post a notice of the proposed transaction in the First Nation's Principal Offices at least thirty days prior to entering into the transaction and send a copy of the notice to all Electors;
- b) consult with any committee of the First Nation that may be affected by the transaction.

(3) All transactions authorized by Council pursuant to this subsection shall be reported to the next General Assembly of the First Nation.

(4) Where any affected committee or any Member has, within the thirty-day period provided Council with a written objection to the transaction, the Council shall refer the matter to a Regular or Special General Assembly of the First Nation for the General Assembly's decision as to how the matter is to be handled.

Traditional Lands

(5) The First Nation, having been given a mandate to protect the lands, waters, and resources which were provided to us by the Creator and recognized by Treaty #8 as our Traditional Lands, shall protect those lands, waters, and resources for future generations. The area in which these lands lie is considered by the First Nation as its "Traditional Territory".

- a) The First Nation will insist that all protocols including traditional protocols in respect of our Traditional Lands will be honored;
- b) The First Nation will respect, and will insist that others respect the standards set by the First Nation regarding the environment in all development of our Traditional Lands.

Article 20: Transitional

20.(1) The Band Council that was in place on the day that this Constitution was adopted shall be the Council of the First Nation until a new Council is elected hereunder.

(2) The Council that was in place on the day that this Constitution was ratified shall call an election to be held pursuant to this Constitution on a date not later than the day the current **terms of office expire**.

3) The bylaws of the Sawridge Indian Band which were in place on the day that this Constitution was ratified are hereby adopted as Laws of the First Nation until such time as they are amended or repealed by the General Assembly in accordance with its lawmaking powers as set out herein.

Article 21: Amendment to Constitution

When An Amendment Is Effective

21.(1) Subject to subsections (2) and (4), an amendment to the Constitution is effective and in force on the day it is approved by seventy-five percent (75%) of the votes cast in a referendum held for the purpose of amending the Constitution, provided that at least seventy-five percent (75%) of the Electors vote in the referendum, or on such later date as is set out in the amendment.

Percentage of Vote Required

(2) Where a provision of the Constitution requires approval for any purpose by a percentage of Electors greater than seventy-five percent (75%) of the Electors or in which over seventy-five percent (75%) of the Electors have voted, an amendment to that provision may be made only with the approval of at least that same percentage of Electors and with the same percentage of Electors voting.

Change of Term of Office

(3) Any amendment to the Constitution dealing with the term of office of the Council shall not come in to force until the next election following the amendment.

Petition re Amendment

(4) If the Council receives a petition signed by twenty-five percent (25%) of the Electors of the First Nation requesting that a referendum be held in relation to a proposed amendment to the Constitution, the proposed amendment shall be placed on the agenda of the next General Assembly of the First Nation and that General Assembly shall determine if a referendum shall be ordered to determine the matter.

Required Publication

(5) When the Constitution or an amendment to the Constitution comes into force, the Council shall forthwith post the Constitution or amendment in the First Nation's Principal Office and provide a copy to any Member who requests one.

Article 22: Ratification

22. This Constitution shall come into force on the day that it is ratified by a majority of the Electors voting in a referendum in which a majority of the Electors voted.

From: Bonora, Doris
To: Janet Hutchison (jhutchison@chamberlainhutchison.com)
Cc: Marco S. Poretti
Subject: 1982 to 1985 transfer
Date: Friday, May 23, 2014 4:04:03 PM
Attachments: 1984-12-31 Sawridge Indian Band FS.PDF
1983-12-17 T2057 tfr assets from 1982 Trust to Sawridge Holdings in exch....pdf
1985-04-15 BCR trf Enterprises debenture from Band to 85 Trust.pdf
1986-12-31 FS - 85 Trust.pdf
1987-12-31 Sawridge Band Trust T3.pdf
BAND COUNCIL RESOLUTION.PDF
MAY 20 1985.pdf
Demand Debenture.pdf
Minutes of a Meeting with attachments.pdf
Receipt of Deposit.pdf
Resolution of Directors of Sawridge Holdings Ltd..pdf
Statutory Declaration.pdf
Assignment of Debenture.pdf
Declaration of Trust April 16 1985.pdf
Incumbency Certificate.pdf

This is Exhibit " 3 " returned to in #
 Affidavit (or statutory declaration) of
Roman Bombak
 Sworn 'or affirmed or declared
 before me this 12 day
June A.D. 20 15
 A Commissioner for Oaths in and for Alberta
JANET L. HUTCHISON
Barrister & Solicitor

I am attaching documents that may be relevant to the transfer of the assets from 1982 to 1983

Doris



Doris C.E. Bonora
 Partner

D +1 780 423 7188
doris.bonora@dentons.com
[Bio](#) | [Website](#)

Dentons Canada LLP
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1 COURT FILE NO: 1103 14112

2 COURT: QUEEN'S BENCH OF ALBERTA

3 JUDICIAL CENTRE: EDMONTON

4
5 IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000,
6 c.T-8 as amended

7 IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS
8 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
9 OF THE SAWRIDGE INDIAN BAND, NO. 19, now known as
10 SAWRIDGE FIRST NATION, ON APRIL 15, 1985
(The "1985 SAWRIDGE TRUST")

11 APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
12 FELIX TWIN, BERTHA L'HIRONDELLE and
13 CLARA MIDBO, as TRUSTEES FOR THE 1985
14 SAWRIDGE TRUST

15 -----
16 QUESTIONING ON AFFIDAVIT

17 OF

18 PAUL BUJOLD
19 -----

20 Ms. D.C.E. Bonora For the Applicants

21 Ms. J.L. Hutchison For the Public Trustee

22
23 Susan Stelter Court Reporter

24
25 Edmonton, Alberta

26 27 & 28 May, 2014

27
This is Exhibit 4 referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

before me this 12 day of

June A.D. 20 15

AccuScript Reporting Services

JANET L. HUTCHISON
A Barrister & Solicitor for Alberta

EXHIBITS

1		
2	EXHIBIT NO. 1:	51
3	DEMAND DEBENTURE OF SAWRIDGE ENTERPRISES	
	LTD.	
4	EXHIBIT NO. 2:	51
5	BAND COUNCIL RESOLUTION DATED APRIL 15,	
	1985.	
6	EXHIBIT NO. 3:	89
7	LETTER DATED SEPTEMBER 1, 2011 FROM SAWRIDGE	
	TRUST TO THE OFFICE OF THE PUBLIC TRUSTEE	
8	EXHIBIT NO. 4:	128
9	DOCUMENT ENTITLED TOTAL APPLICATIONS	
	RECEIVED AND PROCESSED	
10	EXHIBIT NO. 5:	148
11	SAWRIDGE INDIAN BAND MEMBERSHIP RULES	
12	EXHIBIT NO. 6:	148
	SAWRIDGE INDIAN BAND MEMBERSHIP APPLICATION	
13	FORM	
14	EXHIBIT NO. 7:	152
15	BUNDLE OF LETTERS OF ACCEPTANCE AND	
	REJECTION, FIRST ONE DATED JUNE 1, 2004 TO	
16	MR. ALAN MCDERMOTT AND LAST ONE DATED APRIL	
	25, 2008 TO MR. KIERAN CARDINAL.	
17	EXHIBIT NO. 8:	159
18	BUNDLE OF 7 LETTERS, TOP ONE DATED MARCH 13,	
19	2013 FROM SAWRIDGE TO WESLEY TWIN.	
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COURT FILE NO: 1103 14112

COURT: QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000,
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SAWRIDGE TRUST

QUESTIONING ON AFFIDAVIT

OF

ELIZABETH POITRAS

Ms. D.C.E. Bonora For the Applicants
and M.S. Poretti, Esq.

Ms. J.L. Hutchison For the Public Trustee

Susan Stelter Court Reporter

Edmonton, Alberta

29 May, 2014

AccuScript Reporting Services

This is Exhibit 5 referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn 'or affirmed or declared
before me this 12 day of

June A.D. 20 15

JANET L. HUTCHISON
Barrister & Solicitor

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EXHIBITS

EXHIBIT NO. 1: 30
LETTER DATED NOVEMBER 26, 1985 FROM MS.
FREELAND TO CHIEF TWINN

EXHIBIT NO. 2: 31
LETTER DATED JANUARY 30, 1986 FROM MARUSIA
PETRYSHYN TO CHIEF TWINN

EXHIBIT NO. 3: 32
LETTER DATED MARCH 31, 1987 FROM MS.
FREELAND TO SAWRIDGE ADMINISTRATION.

EXHIBIT NO. A FOR IDENTIFICATION: 39
LETTER DATED APRIL 2, 1987 FROM BRUCE THOM
TO MS. FREELAND

EXHIBIT NO. 4: 40
LETTER DATED APRIL 16, 1987 FROM MS.
FREELAND TO SAWRIDGE ADMINISTRATION

EXHIBIT NO. B FOR IDENTIFICATION: 40
LETTER DATED APRIL 23, 1987 FROM SAWRIDGE
ADMINISTRATION TO MS. FREELAND

EXHIBIT NO. C FOR IDENTIFICATION: 44
LETTER DATED NOVEMBER 28, 1988 FROM MR.
GLANCY TO MR. THOM

EXHIBIT NO. D FOR IDENTIFICATION: 45
LETTER DATED DECEMBER 5, 1988 FROM MR.
MCKINNEY TO MR. GLANCY

EXHIBIT NO. E FOR IDENTIFICATION: 48
LETTER DATED JANUARY 31, 1992 FROM MR.
GLANCY TO MR. CULLITY

EXHIBIT NO. F FOR IDENTIFICATION: 50
LETTER DATED MAY 14, 1992 FROM MR. GLANCY TO
MR. CULLITY

EXHIBIT NO. G FOR IDENTIFICATION: 52
LETTER DATED MAY 20, 1992 FROM MR. MORGAN TO
MR. GLANCY

EXHIBIT NO. H FOR IDENTIFICATION: 53
LETTER DATED JUNE 15, 1992 FROM MR. GLANCY
TO MR. MORGAN

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58

1 COURT FILE NO: 1103 14112
2 COURT: QUEEN'S BENCH OF ALBERTA
3 JUDICIAL CENTRE: EDMONTON
4

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9 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
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15 FELIX TWIN, BERTHA L'HIRONDELLE and
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21 QUESTIONING ON AFFIDAVIT
22 OF
23 ELIZABETH POITRAS
24 -----
25

26 M.S. Poretti, Esq. For the Applicants
27 Ms. J.L. Hutchison For the Public Trustee
28
29 Susan Stelter Court Reporter
30

31 Edmonton, Alberta

32 9 April, 2015

33 *AccuScript Reporting Services*

EXHIBITS

1		
2	EXHIBIT NO. I FOR IDENTIFICATION:	59
3	LETTER DATED APRIL 7, 2015 FROM MR. GLANCY	
4	TO HUTCHISON LAW.	
5	EXHIBIT NO. 5:	65
6	DOCUMENT DATED OCTOBER 3, 1985 FROM	
7	ELIZABETH POITRAS.	
8	EXHIBIT NO. 6:	69
9	DOCUMENT ENTITLED TRANSCRIPTION OF ELIZABETH	
10	POITRAS CBC RADIO - SEPTEMBER 2, 1992	
11	EXHIBIT NO. 7:	71
12	LETTER DATED APRIL 14, 1993 FROM MR. GLANCY	
13	TO MR. MITCHELL	
14	EXHIBIT NO. 8:	72
15	ORDER DATED JANUARY 25, 1994	
16	EXHIBIT NO. J FOR IDENTIFICATION:	72
17	LETTER DATED MARCH 21, 1994 FROM MR.	
18	MCKINNEY TO MR. GLANCY	
19	EXHIBIT NO. 9:	74
20	LETTER DATED MARCH 20, 1994 FROM MR. GLANCY	
21	TO MR. MCKINNEY	
22	EXHIBIT NO. K FOR IDENTIFICATION:	76
23	LETTER DATED APRIL 19, 1995 FROM MR.	
24	MCKINNEY TO MR. GLANCY.	
25	EXHIBIT NO. 10:	76
26	LETTER DATED APRIL 26, 1995 FROM MR.	
27	MCKINNEY TO MR. GLANCY.	
28	EXHIBIT NO. L FOR IDENTIFICATION:	84
29	LETTER DATED MAY 8, 1995 FROM MR. GLANCY TO	
30	MR. MCKINNEY	
31	EXHIBIT NO. M FOR IDENTIFICATION:	84
32	LETTER DATED MAY 12, 1995 FROM MR. MCKINNEY	
33	TO MR. GLANCY	
34	EXHIBIT NO. N FOR IDENTIFICATION:	86
35	LETTER DATED MAY 30, 1995 FROM MR. MCKINNEY	
36	TO MR. GLANCY	
37	EXHIBIT NO. 11:	87
38	LETTER DATED JUNE 15, 1995 FROM MR. GLANCY	
39	TO MR. MCKINNEY	

1	EXHIBIT NO. 12:	88
2	LETTER DATED JULY 11, 1995 FROM MR. GLANCY TO MR. MCKINNEY	
3	EXHIBIT NO. 13:	89
4	LETTER DATED DECEMBER 20, 1995 FROM MR. GLANCY TO MR. MCKINNEY	
5	EXHIBIT NO. O FOR IDENTIFICATION:	89
6	LETTER DATED JANUARY 2, 1996 FROM MR. MCKINNEY TO MR. GLANCY	
7	EXHIBIT NO. 14:	90
8	LETTER DATED JANUARY 8, 1996 FROM MR. GLANCY TO MR. MCKINNEY	
9	EXHIBIT NO. P FOR IDENTIFICATION:	91
10	LETTER DATED JANUARY 15, 1996 FROM MR. MCKINNEY TO MR. GLANCY.	
11	EXHIBIT NO. 15:	91
12	LETTER DATED JANUARY 16, 1996 FROM MR. GLANCY TO MR. MCKINNEY	
13	EXHIBIT NO. 16:	92
14	LETTER DATED JANUARY 31, 1996 FROM MR. GLANCY TO MR. MCKINNEY.	
15	EXHIBIT NO. 17:	93
16	LETTER DATED FEBRUARY 7, 1996 FROM MR. GLANCY TO MR. MCKINNEY.	
17	EXHIBIT NO. Q FOR IDENTIFICATION:	93
18	LETTER DATED FEBRUARY 15, 1996 FROM MR. MCKINNEY TO MR. GLANCY	
19	EXHIBIT NO. R FOR IDENTIFICATION:	94
20	LETTER DATED JUNE 19, 1996 FROM MR. GLANCY TO MR. MCKINNEY.	
21	EXHIBIT NO. S FOR IDENTIFICATION:	95
22	LETTER DATED JUNE 28, 1996 FROM MR. MCKINNEY TO MR. GLANCY	
23	EXHIBIT NO. T FOR IDENTIFICATION:	95
24	LETTER DATED JULY 16, 1996 FROM MR. GLANCY TO MR. MCKINNEY	
25	EXHIBIT NO. U FOR IDENTIFICATION:	96
26	LETTER DATED JULY 22, 1996 FROM MR. HENDERSON TO MR. GLANCY	
27		

1	EXHIBIT NO. 18:	97
2	LETTER DATED OCTOBER 28, 1997 FROM MR.	
	GLANCY TO MR. CHALMERS	
3	EXHIBIT NO. V FOR IDENTIFICATION:	104
4	DOCUMENT ENTITLED INCIDENT REPORT DATED	
	DECEMBER 19, 1997	
5	EXHIBIT NO. W FOR IDENTIFICATION:	105
6	SAWRIDGE FAX COVER SHEET DATED JANUARY 9,	
7	2001 WITH ATTACHED DOCUMENTS ENTITLED	
	QUESTIONS AND DEFICIENCIES	
8	EXHIBIT NO. X FOR IDENTIFICATION:	152
9	LETTER DATED AUGUST 28, 1992 FROM MR.	
	MITCHELL TO MR. GLANCY.	
10	EXHIBIT NO. Y FOR IDENTIFICATION:	152
11	LETTER DATED SEPTEMBER 3, 1992 FROM MR.	
	MITCHELL TO MR. GLANCY.	
12	EXHIBIT NO. Z FOR IDENTIFICATION:	152
13	LETTER DATED SEPTEMBER 22, 1992 FROM MR.	
	MITCHELL TO MR. GLANCY.	
14	EXHIBIT NO. AA FOR IDENTIFICATION:	152
15	LETTER DATED MARCH 11, 1994 FROM MR. GLANCY	
	TO MR. MCKINNEY.	
16	EXHIBIT NO. BB FOR IDENTIFICATION:	152
17	LETTER DATED MAY 19, 1995 FROM MR. GLANCY TO	
	MR. MCKINNEY.	
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3 JUDICIAL CENTRE: EDMONTON

4
5 IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000,
6 c.T-8 as amended

7 IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS
8 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
9 OF THE SAWRIDGE INDIAN BAND, NO. 19, now known as
10 SAWRIDGE FIRST NATION, ON APRIL 15, 1985
(The "1985 SAWRIDGE TRUST")

11 APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
12 FELIX TWIN, BERTHA L'HIRONDELLE and
13 CLARA MIDBO, as TRUSTEES FOR THE 1985
14 SAWRIDGE TRUST

15 -----
16 QUESTIONING ON AFFIDAVIT

17 OF

18 ELIZABETH POITRAS
19 -----

20 Ms. D.C.E. Bonora For the Applicants
21 and M.S. Poretti, Esq.

22 Ms. J.L. Hutchison For the Public Trustee

23
24 Susan Stelter Court Reporter

25
26 Edmonton, Alberta

27 29 May, 2014

AccuScript Reporting Services

This is Exhibit "6" referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June A.D. 20 15

JANET L. HUTCHISON
Barrister & Solicitor

UNDERTAKINGS

UNDERTAKING NO. 1: 23
RE PROVIDE COPY OF APPLICATION FORM THAT MS.
POITRAS SUBMITTED DATED DECEMBER 16, 1994.

UNDERTAKING NO. 2: 26
RE PRODUCE COPY OF LETTER SENT TO SAWRIDGE
BAND IN THE FALL OF 1985 SEEKING MEMBERSHIP
FOR THE CHILDREN.

UNDERTAKING NO. 3: (UNDER ADVISEMENT) 26
RE PROVIDE CONSENT TO OBTAIN FROM SAWRIDGE
BAND ANY WRITTEN MATERIALS MS. POITRAS WOULD
HAVE SUBMITTED TO THEM RELATING TO
MEMBERSHIP ISSUES.

UNDERTAKING NO. 4: (UNDER ADVISEMENT) 34
RE PROVIDE COPIES OF ANY COMMUNICATION,
UNLESS PRIVILEGED, BETWEEN MS. POITRAS OR
HER COUNSEL AND THE SAWRIDGE ADMINISTRATION
OR ANYONE ELSE AT SAWRIDGE FROM JUNE 1, 1985
TO PRESENT RELATING TO MEMBERSHIP ISSUES.

UNDERTAKING NO. 5: (UNDER ADVISEMENT) 38
RE PROVIDE COPIES OF ANY COMMUNICATION
UNLESS PRIVILEGED BETWEEN MS. POITRAS OR HER
COUNSEL AND ANYONE AT INAC OR THEIR COUNSEL
FROM JUNE 1, 1985 TO PRESENT RELATING TO
MEMBERSHIP ISSUES.

UNDERTAKING NO. 6: (UNDER ADVISEMENT) 42
RE INQUIRE OF DIAND AND REQUEST A COPY FROM
THEM OF ANY CORRESPONDENCE BETWEEN MS.
POITRAS OR HER LEGAL COUNSEL AND DIAND
RELATING SPECIFICALLY TO THE MEMBERSHIP
ISSUE.

UNDERTAKING NO. 7: 46
RE IDENTIFY BY DATE ANY DOCUMENTS NOT BEING
PROVIDED IN RESPONSE TO UNDERTAKINGS DUE TO
WITHOUT PREJUDICE COMMUNICATIONS.

COPY

58

1 COURT FILE NO: 1103 14112
2 COURT: QUEEN'S BENCH OF ALBERTA
3 JUDICIAL CENTRE: EDMONTON
4

5 IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000,
6 c.T-8 as amended
7

8 IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS
9 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
10 OF THE SAWRIDGE INDIAN BAND, NO. 19, now known as
11 SAWRIDGE FIRST NATION, ON APRIL 15, 1985
12 (The "1985 SAWRIDGE TRUST")
13

14 APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
15 FELIX TWIN, BERTHA L'HIRONDELLE and
16 CLARA MIDBO, as TRUSTEES FOR THE 1985
17 SAWRIDGE TRUST
18

19 -----
20
21 QUESTIONING ON AFFIDAVIT
22 OF
23 ELIZABETH POITRAS
24 -----
25

26 M.S. Poretti, Esq. For the Applicants
27 Ms. J.L. Hutchison For the Public Trustee
28
29 Susan Stelter Court Reporter
30

31 Edmonton, Alberta

32 9 April, 2015

33 *AccuScript Reporting Services*

UNDERTAKINGS

- 1
2 UNDERTAKING NO. 8: 122
3 RE REQUEST OF TRACEY POITRAS-COLLINS TO
4 PRODUCE COPIES OF WRITTEN COMMUNICATION
5 BETWEEN HERSELF AND SAWRIDGE FIRST NATION
6 RELATING TO HER APPLICATION FOR MEMBERSHIP
7 FROM 1985 TO WHEN SHE BECAME A MEMBER (UNDER
8 ADVISEMENT FROM DATE OF DECEMBER 9, 2011 TO
9 DATE OF MEMBERSHIP).
10
11 UNDERTAKING NO. 9: 123
12 RE REQUEST OF TRACEY POITRAS-COLLINS TO
13 PRODUCE COPIES OF COMMUNICATION BETWEEN HER
14 LEGAL COUNSEL AND SAWRIDGE FIRST NATION'S
15 LEGAL COUNSEL FROM 1985 TO DATE OF
16 MEMBERSHIP (UNDER ADVISEMENT FROM DECEMBER
17 9, 2011 TO DATE OF MEMBERSHIP).
18
19 UNDERTAKING NO. 10: 126
20 RE INQUIRE OF MS. TRACEY POITRAS-COLLINS
21 WHEN SHE RECEIVED THE APPLICATION FORM
22 ATTACHED AS EXHIBIT C TO MS. POITRAS'
23 AFFIDAVIT, AND WHO PROVIDED IT TO HER.
24
25 UNDERTAKING NO. 11:(UNDER ADVISEMENT) 133
26 RE REQUEST OF EACH OF MS. POITRAS' CHILDREN
27 TO PROVIDE CONSENT FOR SAWRIDGE FIRST NATION
TO PROVIDE THEIR APPLICATION FORMS AND ANY
CORRESPONDENCE BETWEEN SAWRIDGE AND THE
CHILDREN OR THEIR LEGAL COUNSEL RELATING TO
THEIR MEMBERSHIP APPLICATION.
UNDERTAKING NO. 12: 155
RE REQUEST OF MR. GLANCY TO CONFIRM THAT THE
LETTERS MARKED AS EXHIBITS AND EXHIBITS FOR
IDENTIFICATION SENT TO OR FROM MR. GLANCY ON
MS. POITRAS' BEHALF WERE ACTUALLY SENT OR
RECEIVED.

DENTONS

Doris C.E. Bonora

doris.bonora@dentons.com
D +1 780 423 7188

51433 142
Sally FMC SNR Denton
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Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB, Canada T5J 3V5
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December 1, 2014

File No.: 551860-1

DELIVERED VIA MAIL

Chamberlain Hutchison
Barristers and Solicitors
155 Glenora Gates
10403 122 Street
Edmonton AB T5N 4C1

Attention: Janet Hutchison

Dear Madam:

RE: Undertakings of Paul Bujold – Questioning on May 27 and 28, 2014

Please find enclosed three volumes consisting of answers to of the undertakings of Paul Bujold at the questioning referenced above.

Yours truly,
Dentons Canada LLP


Doris C.E. Bonora

DCEB/sN

Enclosure


This is Exhibit "7" referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn 'or affirmed or declared

before me this 12 day of

June A.D. 2015



A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

UNDERTAKINGS FROM

COURT FILE NO.: 1103 14112
 COURT: QUEEN'S BENCH OF ALBERTA
 JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000, c.T-8 as amended

IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS
 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
 OF THE SAWRIDGE INDIAN BAND, NO. 19 also known as
 SAWRIDGE FIRST NATION, ON APRIL 15, 1985
 (The "1985 SAWRIDGE TRUST")

APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
 FELIX TWIN, BERTHA L'HIRONDELLE and
 CLARA MIDBO, as TRUSTEES FOR THE 1985
 SAWRIDGE TRUST

QUESTIONING ON AFFIDAVIT OF PAUL BUJOLD

Ms. D.C.E. Bonora for the Applicants
 Ms. J. L. Hutchison for the Public Trustee
 Susan Stelter Court Reporter
 Edmonton, Alberta
 27 & 28 May, 2014

UNDERTAKING NO. 1:

RE: PROVIDE LIST OF WHO SAT ON SAWRIDGE FIRST NATION CHIEF AND COUNCIL FROM
 1985 UNTIL PRESENT

FROM	TO	CHIEF	COUNCILLOR	COUNCILLOR
Feb 85	Feb 87	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 87	Feb 89	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 89	Feb 91	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 91	Feb 93	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 93	Feb 95	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 95	Feb 97	Walter P. Twinn	Walter F. Twinn	George Twin
Feb 97	8 Aug 97	Walter P. Twinn	Walter F. Twinn	George Twin
9 Aug 97	30 Oct 97	Walter P. Twinn	Walter F. Twinn	Roland Twinn
31 Oct 97	Feb 99	Bertha L'Hirondelle	Walter F. Twinn	Roland Twinn
Feb 99	Feb 01	Bertha L'Hirondelle	Walter F. Twinn	Roland Twinn
Feb 01	Feb 03	Bertha L'Hirondelle	Walter F. Twinn	Roland Twinn
Feb 03	Feb 05	Roland Twinn	Bertha L'Hirondelle	Ardell Twinn
Feb 05	Feb 07	Roland Twinn	Bertha L'Hirondelle	Justin Twin

- 2 -

Feb 07	Feb 09	Roland Twinn	Justin Twin	Winona Twin
Feb 09	Feb 11	Roland Twinn	Justin Twin	Winona Twin
Feb 11	Feb 15	Roland Twinn	Justin Twin	Winona Twin

UNDERTAKING NO. 2:

RE: ADVISE WHO THE SAWRIDGE TRUSTEES WERE FROM 1985 TO PRESENT, BREAKING IT UP INTO TERMS THAT THEY SAT IF THEY HAD MULTIPLE TERMS, AND PROVIDE DATE RANGE.

TRUST	TRUSTEE NAME	APPOINTMENT DATE	DEATH / RESIGNATION DATE
Sawridge Band Intervivos Settlement, 15 April 1985	Walter P. Twinn	15 April 1985	30 October 1997
	George V. Twin	15 April 1985	8 August 1997
	Samuel G. Twin	15 April 1985	28 June 1986
	Catherine Twinn	18 December 1986	On-going
	Chester Twin	18 December 1986	22 January 1996
	George V. Twin	18 December 1986	8 August 1997
	Walter F. Twin	18 December 1986	21 January 2014
	Bertha L'Hirondelle	21 November 1997	On-going
	Clara Midbo	19 March 2002	13 July 2014
	Roland C. Twinn	19 March 2002	On-going
	E. Justin Twin	21 January 2014	On-going
Sawridge Trust 15 August, 1986	Walter P. Twinn	15 August 1986	30 October 1997
	George V. Twin	15 August 1986	8 August 1997
	Catherine Twinn	15 August 1986	On-going
	Walter F. Twin	21 November 1997	21 January 2014
	Bertha L'Hirondelle	21 November 1997	On-going
	Clara Midbo	19 March 2002	13 July, 2014
	Roland C. Twinn	19 March 2002	On-going
	E. Justin Twin	21 January 2014	On-going

UNDERTAKING NO. 3:

RE: ADVISE OF ANY OTHER TITLES OR POSITIONS JUSTIN TWIN HOLDS UNDER THE SAWRIDGE FIRST NATION.

Provided by Mike McKinney. Member of the Assembly, Member of Council, Member of the Housing and Development Committee, Member of the By Law and Security Committee, Chair of the Sawridge First Nation Management Board, Director of 867075 Alberta Ltd. and Sawridge Resource Development Corp.

UNDERTAKING NO. 4:

- 3 -

RE: ADVISE WHETHER CATHERINE TWINN HOLDS ANY OTHER ROLES, TITLES, POSITIONS, OR FULFILLS ANY OTHER RESPONSIBILITIES FOR THE SAWRIDGE FIRST NATION OTHER THAN THAT PREVIOUSLY DISCUSSED.

Provided by Mike McKinney. Member of the Assembly, Member of the Education Committee, Member of the Membership Committee.

UNDERTAKING NO. 5:

RE: ADVISE WHICH YEAR BERTHA L'HIRONDELLE WAS ACCEPTED BACK INTO THE SAWRIDGE FIRST NATION AS A MEMBER.

Provided by Mike McKinney. 15 September 1993

UNDERTAKING NO. 6:

RE: ADVISE IF BERTHA L'HIRONDELLE HOLDS ANY OTHER ROLES, TITLES, POSITIONS OR HAS OTHER SIGNIFICANT RESPONSIBILITIES WITHIN THE SAWRIDGE FIRST NATION STRUCTURE.

Provided by Mike McKinney. Member of the Assembly, Member of the Elder's Commission, Member of the Membership Committee, Member of the Medical and Social Committee, Member of the Housing and Development Committee.

UNDERTAKING NO. 7:

RE: DETERMINE IF CLARA MIDBO HOLDS ANY OTHER ROLES, TITLES, POSITIONS OR RESPONSIBILITIES WITH SAWRIDGE FIRST NATION.

Clara Midbo is deceased. Her date of death was July 13, 2014.

UNDERTAKING NO. 8:

RE: ADVISE IF ROLAND TWINN HOLDS ANY OTHER ROLES, TITLES, POSITIONS OR RESPONSIBILITIES FOR SAWRIDGE FIRST NATION.

Provided by Mike McKinney. Member of the Assembly, Chief of the Council, Member of the Membership Committee, Member of the Special Projects Committee, Chair of the Audit and compensation Committee, President and Director of 867075 Alberta Ltd. and Sawridge Resource Development Corp.

UNDERTAKING NO. 9:

CONFIRM WHETHER WALTER FELIX TWIN HOLDS ANY OTHER ROLES, TITLES, POSITIONS OR HAS SIGNIFICANT RESPONSIBILITIES WITHIN THE SAWRIDGE FIRST NATION.

Walter Felix Twin has resigned as a Trustee as at January 21, 2014.

UNDERTAKING NO. 10:

RE: PROVIDE A COPY OF ANY POLICIES OR CONTRACTS OR OTHER DOCUMENTATION RELATING TO A CODE OF CONDUCT OR MATTERS SUCH AS CONFLICT OF INTEREST FOR THE TRUSTEES THEMSELVES.

See Code of Conduct attached at tab 10.

UNDERTAKING NO. 11:

RE: ON A BEST EFFORTS BASIS DETERMINE WHETHER THERE ARE ANY GUIDELINES, POLICIES, CONTRACTS OR ANY DOCUMENTATION RELATING TO CODES OF CONDUCT OR CONFLICT OF INTEREST IN RELATION TO THE MEMBERSHIP REVIEW COMMITTEE, MEMBERSHIP APPEAL COMMITTEE, OR CHIEF AND COUNCIL SPECIFIC TO MEMBERSHIP.

Provided by Mike McKinney. There are no other guidelines, policies, procedures, rules or any document relating to the code of conduct or conflict of interest in relation to the Membership Committee, the Membership Appeal Committee, or Chief and Council with regard to membership other than the *Constitution Act*, the *Governance Act* or the Membership Rules of the Sawridge First Nation. Attached are the *Constitution Act* and *Governance Act* at tab 11; the Membership Rules were previously provided.

UNDERTAKING NO. 12: (UNDER ADVISEMENT)

RE: PROVIDE COPIES OF ANY COMMUNICATIONS SENT TO MR. FENNELL, WHETHER THEY WERE BY LETTER, EMAIL, OR OTHERWISE, DOCUMENTING THE REQUEST THAT WAS BEING MADE.

Our letter to David Fennel is included at tab 12.

UNDERTAKING NO. 13:

RE: CONTACT MR. FENNELL AND ADVISE WHETHER OR NOT HE HAS ANY DOCUMENTATION OR ACCESS TO DOCUMENTATION OR IS AWARE OF ANOTHER RESOURCE OR SOURCE THAT MAY HAVE DOCUMENTS RELEVANT TO THE ASSETS THAT WERE HELD BY INDIVIDUALS AND THEN THE TRANSFER FROM THOSE INDIVIDUALS TO THE '82 TRUST, OR RELEVANT TO THE TRANSFER OF ASSETS FROM THE '82 TRUST TO THE '85 TRUST.

Our response from David Fennell is included at tab 13.

UNDERTAKING NO. 14: (REFUSED)

RE: PROVIDE COPIES OF ANY DOCUMENTATION SENT ATTEMPTING TO SEEK INFORMATION FROM DAVID JONES.

We e-mailed David Jones and received the response provided at tab 15.

CASES	RQ0033	EDMONTON	07/01/2015 10:44:34	PAGE 0001
CLERK OF THE COURT - COUNTER	PROCEDURE RECORD PRINT			
SECTION NO: 01403 04885	TWIN, ROLAND TWIN, WALTER FELIX L'HINDOUBILL, BERTHA MIRRO, CLARA TWIN, ROBERT JUSTIN, TR BARRIDGE TRUSTS	DETONS CANADA LLP #551 DETONS CANADA LLP #551 DETONS CANADA LLP #551 DETONS CANADA LLP #551 DETONS CANADA LLP #551		
ACTIVITY DESCRIPTION	HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER
ORIG APP CIVIL MISCELL	09APR2014 JC	HRADJ 05MAY2014	ORDER DIRECTING ASSETS	
AFFIDAVIT			PAUL BUOILD	
HEARD AND ADJOURNED	05MAY2014 JC	ADJCN 07MAY2014	ORDER DIRECTING ASSETS	
ADJOURNED IN COURT	07MAY2014 JC	ADJCT SINE DIE	ORDER DIRECTING ASSETS	
ADJOURNED IN COURT	SINE DIE JC	ADJCN 08MAY2014	ORDER DIRECTING ASSETS	
ADJOURNED BY CONSENT	08MAY2014 JC	ADJCT SINE DIE	ORDER DIRECTING ASSETS	
ADJOURNED IN COURT	SINE DIE JC	ADJ 16MAY2014	ORDER DIRECTING ASSETS	
CONFERENCER - HEARING	08MAY2014 COM	OFF		D.R.G. THORP, J.C.
AFFIDAVIT			BRIAN REIDCKER	
ADJOURNED	16MAY2014 JC	HRD	ORDER DIRECTING ASSETS	
ORDER GRANTING LEAVE			TRANSFER ASSETS	
ORDER GRANTING LEAVE APPLICATION	COMT		APPOINT NEW TRUS	K.G. NIELSEN, J.C.
AFFIDAVIT	25SEP2014 JC	ADJCN 01OCT2014	TRANSFER ASSETS TO TRUS	K.G. NIELSEN, J.C.
ADJOURNED BY CONSENT	01OCT2014 JC	HRD	TRANSFER ASSETS TO TRUS	
APPLICATION	01OCT2014 JC	ADJCT SINE DIE	ADVISE AND DIRECTION	

This is Exhibit - 13 - referred to in the Affidavit (or statutory declaration) of

Bernie Bombak

Sworn or affirmed or declared before me this 12 day of

June A.D. 20 15

JANE L. HUTCHISON
Barrister & Solicitor

- 5 -

UNDERTAKING NO. 15:

RE: CONTACT MR. JONES AND ADVISE WHETHER OR NOT HE HAS ACCESS TO DOCUMENTS THAT RELATE TO THE ASSETS HELD BY INDIVIDUALS THAT WERE ULTIMATELY TRANSFERRED TO THE 1982 TRUST, OR THE ASSETS THAT WERE THEN TRANSFERRED FROM THE 1982 TRUST TO THE 1985 TRUST.

Our response from David Jones is included at tab 15.

UNDERTAKING NO. 16:

RE: PRODUCE DOCUMENTS WITH RESPECT TO THE TRANSFER OF THE ASSETS FROM INDIVIDUALS INTO THE 1982 TRUST AND THEN FROM THE 1982 TRUST TO THE 1985 TRUST, AND THE ADDITIONAL FINANCIAL STATEMENTS.

See included documents at tab 16. We believe many of these documents have been sent to you.

UNDERTAKING NO. 17: (UNDER ADVISEMENT)

RE: INQUIRE OF THE VARIOUS INDIVIDUALS AND SOURCES PREVIOUSLY DISCUSSED TO DETERMINE IF THEY HAVE ANY DOCUMENTATION OR INFORMATION THAT WOULD ASSIST IN UNDERSTANDING WHAT SPECIFIC ASSETS WERE INTENDED TO BE SETTLED AS THE CERTAIN ASSETS REFERRED TO IN EXHIBIT B, AND WHAT SPECIFIC ASSETS WERE INTENDED TO BE INCLUDED IN THE DECLARATION OF TRUST AT EXHIBIT A.

We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.

UNDERTAKING NO. 18:

RE: INQUIRE OF CRA AND DEPARTMENT OF INDIAN AFFAIRS TO DETERMINE IF THEY HAVE DOCUMENTATION SHOWING WHAT ASSETS WERE INTENDED TO BE INCLUDED WITHIN THE TRUST SETTLEMENT AT EXHIBIT A, THE 1982 TRUST OR DECLARATION OF TRUST, AND ANY DOCUMENTATION INDICATING WHAT HAPPENED WITH THE TRANSFER FROM THE 1982 TRUST TO THE 1985 TRUST.

See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included. We wrote to the CRA but have not yet received a response.

UNDERTAKING NO. 19: (UNDER ADVISEMENT)

RE: PRODUCE WRITTEN DOCUMENTATION THAT SUPPORTS THE UNDERSTANDING SET OUT IN PARAGRAPH 15 AND 18 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.

These statements were the product of discussions between Mr. Bujold and many people around the purpose of the trust. These statements were confirmed by the transcript of Federal Court proceedings, but the Sawridge Trust takes the position that these transcripts are not producible in this litigation.

UNDERTAKING NO. 20:

RE: PRODUCE ANY PORTION OF BOARD MEETING MINUTES DEALING WITH THE DIRECTION REFERENCED IN PARAGRAPH 7 OF MR. BUJOLD'S AUGUST 30, 2011 AFFIDAVIT.

Extract 17 November 2009 Minutes:

Paul Bujold provided a handout of the proposed newspaper advertisement seeking individuals claiming beneficiary status. This advertisement will be posted in major newspapers in Alberta, Saskatchewan and British Columbia. In addition, the advertisement will also appear in local newspapers and various postings around Slave Lake.

Moved by Catherine Twinn and seconded by Clara Midbo that the Trustees approve the posting of a newspaper advertisement seeking potential beneficiaries of the Sawridge Intervivos Settlement Trust.

Carried

UNDERTAKING NO. 21:

RE: ADVISE WHICH PUBLICATIONS WERE ADVERTISED IN, HOW REGULARLY, AND OVER WHAT PERIOD OF TIME. ALSO PROVIDE COPY OF ADVERTISEMENT.

See tab 21: List of Weekly Newspapers for Legal Notice, 091207-14 and 21 -- Notice to Potential Beneficiaries, Estate Alberta Weekly Newspaper Association, 2009 for notices placed 7 and 14 December 2009 in all weekly newspapers in Alberta and North West Territories, British Columbia and Saskatchewan. The notice ran for two weeks.

See tab 21: Invoices, Edmonton Journal Classifieds, 091218-21-Invoices, Globe and Mail, 091218, 21-Invoices, Regina Leader Post, 091218, 21-Invoices, The Calgary Herald's Classifieds, 091218, 21-Invoices, The Saskatoon Star Phoenix, 091218, 21-Invoices, Vancouver Sun and Province, 091218, 21-Newspaper Clipping, Vancouver Sun, Notice to Potential Beneficiaries, 091230 for legal notices placed in major daily newspapers in Alberta, British Columbia and Saskatchewan and nationally in the Globe and Mail. The notices ran for two weeks. See 21-Legal Notice, Lakeside Leader, 111017, 21-Legal Notice, South Peace News, 111017 for additional notices placed in the immediate vicinity of Sawridge First Nation in September 2011 for one week.

UNDERTAKING NO. 22:

RE: PROVIDE ANY RESPONSES RECEIVED TO NEWSPAPER ADVERTISEMENT.

(See attached documents at tab '22-').

- 7 -

UNDERTAKING NO. 23:

RE: PRODUCE COPY OF STANDARD FORM THAT WAS SENT OUT TO THOSE WHO RESPONDED TO AD.

(See attached documents at tab '23-')

UNDERTAKING NO. 24:

RE: PRODUCE COPIES OF ANY COMPLETED OR PARTIALLY COMPLETED APPLICATIONS RECEIVED BACK.

See Potential Beneficiary Application package.

(See attached documents in separate binder labeled "Undertaking 24".)

UNDERTAKING NO. 25:

RE: PRODUCE ALL THREE LISTS REFERENCED IN PARAGRAPH 10 AND 11 OF MR. BUJOLD'S AUGUST 30, 2011 AFFIDAVIT.

(See attached documents at tab '25-')

UNDERTAKING NO. 26:

RE; PRODUCE COPY OF FLOW CHART REFERENCED ON PAGE 2 OF EXHIBIT D TO MR. BUJOLD'S AUGUST 30, 2011 AFFIDAVIT.

(See attached documents at tab '26-')

UNDERTAKING NO. 27: (UNDER ADVISEMENT)

RE: ADVISE WHO THE DIRECTORS AND OFFICERS OF SAWRIDGE HOLDINGS LTD. AND 352736 ALBERTA LTD. WERE IN 2011 AND ADVISE IF THERE WERE ANY CHANGES IN THE INTERIM.

(See attached document at tab 27-Directors and Officers 2011-2014). *NOTE: 352736 Alberta Ltd. has become 1649183 Alberta Ltd. as of 1 January 2012.*

UNDERTAKING NO. 28:

RE: PROVIDE LIST OF MINOR BENEFICIARIES IMPACTED BY THE APPLICATION, INCLUDING IDENTITY AND CONTACT INFORMATION, AND THEIR REASONS FOR QUALIFYING.

See Undertaking 31 below.

UNDERTAKING NO. 29:

- 9 -

No.	Date Received	Last Action	Action Date
1.	24 July 91	Accepted	15 Sept 93
2.	12 Feb 01	Accepted	09 April 02
3.	12 Feb 01	Accepted	09 April 02
4.	14 March 03	Accepted	09 April 02
5.	14 March 03	Accepted	09 April 02
6.	14 March 03	Accepted	09 April 02
7.	14 March 03	Accepted	09 April 02
8.	14 March 03	Accepted	09 April 02
9.	13 Oct 99	Denied	13 May 04
10.	13 Aug 01	Accepted	10 April 08
11.	18 June 03	Accepted	10 April 08
12.	19 Dec 03	Accepted	10 April 08
13.	29 March 04	Denied	14 Jan 09
14.	06 Dec 04	Denied	14 Jan 09
15.	24 Feb 10	Denied	22 Nov 11
16.	24 Feb 10	Denied	22 Nov 11
17.	24 Feb 10	Denied	22 Nov 11
18.	24 Feb 10	Denied	22 Nov 11
19.	24 Feb 10	Denied	22 Nov 11
20.	24 Feb 10	Denied	22 Nov 11
21.	24 Feb 10	Denied	22 Nov 11
22.	24 Feb 10	Denied	22 Nov 11
23.	14 May 10	Denied	22 Nov 11
24.	25 Jan 11	Letter - Re already applied	22 Nov 11

- 10 -

25.	18 Sept 09	Appeal denied	21 April 12
26.	03 Mar 10	Appeal denied	21 April 12
27.	25 June 10	Appeal denied	21 April 12
28.	31 Jan 08	Accepted	22 Aug 12
29.	31 Jan 08	Accepted	22 Aug 12
30.	01 Oct 08	Accepted	22 Aug 12
31.	01 Oct 08	Accepted	22 Aug 12
32.	3 March 10	Denied	22 Aug 12
33.	3 March 10	Denied	22 Aug 12
34.	3 March 10	Denied	22 Aug 12
35.	3 March 10	Denied	22 Aug 12
36.	3 March 10	Denied	22 Aug 12
37.	29 March 10	Appeal Denied	01 Dec 12
38.	15 Apr 04	Appeal Denied	09 March 13
39.	06 Jan 05	Appeal Denied	05 Jan 13
40.	01 March 10	Denied	22 Oct 12
41.	12 Sept 11	Denied	09 Dec 13

LIST OF MEMBERSHIP APPLICATIONS PENDING			
No.	Date Received	Last Action	Action Date
1.	06 Sept 06	Letter – Re missing info	14 March 12
2.	08 July 08	Letter – Re missing info	14 Jan 09
3.	27 Feb 09	Updated application received	24 Jan 14
4.	01 March 10	Letter – Re missing info	22 Nov 11
5.	23 June 10	Letter – Re missing info	22 Nov 11

- 11 -

6.	23 June 10	Letter – Re missing info	22 Nov 11
7.	23 June 10	Letter – Re missing info	22 Nov 11
8.	27 July 10	Letter – Re missing info	14 March 12
9.	27 July 10	Letter – Re missing info	14 March 12
10.	11 Feb 11	Letter – Re missing info	22 Nov 11
11.	03 May 11	Letter – Re missing info	14 March 12
12.	28 Sept 11	To Committee	28 Sept 11
13.	01 Oct 11	To Committee	01 Oct 11
14.	01 Oct 11	To Committee	01 Oct 11
15.	01 Oct 11	To Committee	01 Oct 11
16.	10 Jan 12	Letter – Re missing info	12 Dec 12
17.	23 Jan 12	Letter – Re missing info	12 Dec 12
18.	23 Jan 12	Letter – Re missing info	12 Dec 12
19.	24 Feb 12	To Committee	24 Feb 12
20.	10 May 12	To Committee	10 May 12
21.	15 June 12	To Committee	15 June 12
22.	18 July 12	To Committee	18 July 12
23.	08 Aug 12	Letter – Re missing info	12 Dec 12
24.	25 Sept 12	To Committee	25 Sept 12
25.	05 Oct 12	To Committee	05 Oct 12
26.	09 Oct 12	To Committee	09 Oct 12
27.	07 Jan 13	To Committee	07 Jan 13
28.	15 March 13	To Committee	15 March 13
29.	21 May 13	To Committee	21 May 13
30.	03 June 13	To Committee	03 June 13

- 12 -

31.	25 Oct 13	To Committee	25 Oct 13
32.	19 Feb 14	To Committee	19 Feb 14
33.	25 April 14	To Committee	25 April 14

UNDERTAKING NO. 34:

RE REQUEST OF THE SAWRIDGE FIRST NATION TO PRODUCE COPIES OF ALL MEMBERSHIP APPLICATION FORMS THAT THEY HAVE RECEIVED FROM 1985 UNTIL PRESENT DATE.

Sawridge First Nation takes the position that it would be illegal to provide these documents without the written consent of each individual. In addition to regular applications for membership, every person asking to enfranchise or surrender their membership from 1985 to 1995 (9 people) were required to fill out a membership application form.

UNDERTAKING NO. 35:

RE: REQUEST OF SAWRIDGE FIRST NATION TO PRODUCE A COPY OF THE JULY 21, 1988 BAND COUNCIL RESOLUTION, AND SPECIFICALLY ASK THEM TO CHECK THE DOCUMENTATION THAT WAS FILED IN RELATION TO THE COURT APPLICATION SAWRIDGE BAND V. CANADA 2004 SCA 16, TO SEE IF THEY CAN LOCATE A COPY OF THAT BCR AND THE ATTACHED LIST.

Sawridge First Nation reports that it has not been able to find a copy of the BCR in their files.

UNDERTAKING NO. 36:

RE INQUIRE OF SAWRIDGE FIRST NATION THE DATE EACH MEMBERSHIP APPLICATION WAS RECEIVED BY THEM AND THE DATE A DECISION WAS MADE ON EACH MEMBERSHIP APPLICATION.

See Undertaking 33 above.

UNDERTAKING NO. 37: (UNDER ADVISEMENT)

RE WITH RESPECT TO UNDERTAKINGS REQUESTING INFORMATION ON SAWRIDGE FIRST NATION MEMBERSHIP APPLICATIONS, IF THE FIRST NATION REFUSES OR FAILS TO PROVIDE THAT INFORMATION INQUIRE OF THE TRUSTEES DIRECTLY TO PROVIDE ANY AND ALL INFORMATION OR DOCUMENTATION THAT THEY CAN TO ANSWER THOSE QUESTIONS AROUND MEMBERSHIP APPLICATIONS.

The undertaking is refused. If the trustees have any information, they do not have this information in their role as trustees.

UNDERTAKING NO. 38: (REFUSED)

RE: PROVIDE COPIES OF ANY DOCUMENTS BEING RELIED UPON TO SUPPORT THE BELIEF AND UNDERSTANDING THAT THE 1982 ASSETS WERE CHANGED TO THE 1985 TRUST ASSETS.

UNDERTAKING NO. 39: (UNDER ADVISEMENT)

RE: PRODUCE COPIES OF THE FINANCIAL STATEMENTS FOR SAWRIDGE HOLDINGS LTD. AND/OR THE SAWRIDGE GROUP OF COMPANIES FROM 2011 UNTIL PRESENT DATE.

The value of the companies was given orally by the CFO at the time and were not based on the financial statements. The value of the referenced corporations was not determined by the financial statements.

UNDERTAKING NO. 40:

RE: PRODUCE ANY NONPRIVILEGED DOCUMENTATION RECEIVED RELATING TO THE STATEMENTS IN PARAGRAPH 28 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.

No documents could be found on this topic.

UNDERTAKING NO. 41:(UNDER ADVISEMENT)

RE: PRODUCE THE ORIGINAL VERSION OF THE SAWRIDGE MEMBERSHIP RULES AND ANY INTERIM VERSIONS OF THOSE RULES.

(See attached documents at tab '41-')

UNDERTAKING NO. 42: (UNDER ADVISEMENT)

RE: REQUEST OF SAWRIDGE INDIAN BAND TO PRODUCE ALL MEMBERSHIP APPLICATION FORMS PRIOR TO THE ONE ENTERED AS EXHIBIT 6.

Sawridge First Nation reports that it does not have previous copies of the Application Form on file. The current application is provided at tab 42.

UNDERTAKING NO. 43:

RE: INQUIRE OF SAWRIDGE FIRST NATION WHETHER APPLICANTS RECEIVED A MORE DETAILED REASON FOR DECISION DOCUMENT THAN THAT RECEIVED IN EXHIBIT 7 IN RESPECT TO WHAT SPECIFIC FACTORS OR FACTS IN THEIR APPLICATION WERE CONSIDERED.

Sawridge First Nation reports that Applicants being refused only receive the information provided in the letters of refusal already provided to the Office of the Public Trustee. Those Applicants who appeal denied applications receive a full copy of the membership processing form which gives the record of the decision. This information is private and cannot be shared due to the privacy legislation.

UNDERTAKING NO. 44:

RE: INQUIRE OF SAWRIDGE IF THEY HAVE ANY POLICY OR GUIDE THAT WOULD ASSIST IN DETAILING WHAT FACTORS WOULD BE CONSIDERED IN ASSESSING WHETHER AN INDIVIDUAL'S ADMISSION INTO THE SAWRIDGE FIRST NATION WOULD BE IN THE BEST INTEREST AND WELFARE OF THE NATION, AND WHETHER AN INDIVIDUAL APPLYING FOR MEMBERSHIP HAS A SUFFICIENT COMMITMENT TO AND KNOWLEDGE OF THE HISTORY, CUSTOMS, TRADITIONS, AND CULTURE AND COMMUNAL LIFE OF THE FIRST NATION, AND WHETHER AN INDIVIDUAL HAS A CHARACTER AND LIFESTYLE THAT WOULD MAKE THEIR ADMISSION IN THE BAND DETRIMENTAL TO THE FUTURE WELFARE OR ADVANCEMENT OF THE BAND.

Sawridge First Nation reports that there are no additional guidelines to deal with membership applications other than those provided in the Membership Rules. (See undertaking 41 above.) Each application is dealt with on a case-by-case basis.

UNDERTAKING NO. 45:

RE: INQUIRE OF SAWRIDGE FIRST NATION TO PRODUCE COPIES OF ANY LETTERS, EMAILS, OR OTHER DOCUMENTS RELATING TO COMPLAINTS OF CONFLICT OF INTEREST IN RELATION TO ANY ELEMENT OF THE MEMBERSHIP PROCESS, WHETHER IT IS MEMBERSHIP APPLICATION, MEMBERSHIP APPEAL COMMITTEE HEARING, MEMBERSHIP ISSUES BEFORE COUNCIL, OR INTERVIEWS THAT ARE HELD OCCASIONALLY FOR MEMBERS' ADMISSION AS PROVIDED FOR UNDER SECTION 5 OF *GOVERNANCE ACT*.

Sawridge First Nation reports that there have been no formal complaints filed under Section 5 of the *Governance Act*. Aline Huzar, June Kolosky and Maurice Stoney, whose membership application was denied, appealed and rejected, appealed to the Federal Court (T-922-12 and T-932-12 [E6393143] and rejected, have now filed a complaint with the Canadian Human Rights Commission. No details are currently available on this complaint.

UNDERTAKING NO. 46:

RE: INQUIRE OF SAWRIDGE FIRST NATION TO PRODUCE COPIES OF ANY LETTERS, EMAILS OR OTHER DOCUMENTS RELATING TO COMPLAINTS OF CONFLICT OF INTEREST IN RELATION TO ANY ELEMENT OF THE MEMBERSHIP PROCESS, WHETHER IT IS MEMBERSHIP APPLICATION, MEMBERSHIP APPEAL COMMITTEE HEARING, MEMBERSHIP ISSUES BEFORE COUNCIL, OR INTERVIEWS THAT ARE HELD OCCASIONALLY FOR MEMBERS' ADMISSION AS PROVIDED FOR UNDER ARTICLE 17, SUBSECTION (8) OF THE *CONSTITUTION ACT*.

Sawridge First Nation reports that there have been no formal complaints filed under Article 17, Subsection (8) of the *Constitution Act* thus no letters, emails or other documents exist.

UNDERTAKING NO. 47:

- 15 -

RE: PRODUCE STANDARD NOTIFICATION OR FIRST CONTACT PACKAGE SENT OUT FOR A NEW BENEFICIARY.

(See attached documents at tab '47-')

UNDERTAKING NO. 48: (UNDER ADVISEMENT)

RE: INQUIRE OF SAWRIDGE FIRST NATION AND REQUEST ANY DOCUMENTS THEY HAVE IN RELATION TO TRACY POITRAS COLLINS' MEMBERSHIP APPLICATION AND THE VARIOUS DECISIONS MADE ALONG THE WAY RIGHT UP TO THE FINAL DECISION THAT APPROVED HER MEMBERSHIP INCLUDING LETTERS THAT MIGHT HAVE BEEN SENT OUT TO HER INITIALLY, RESULTS OF ANY APPEALS AND RESULTS OF ANY COMMUNITY INTERVIEW.

Sawridge First Nation takes the position that it would be illegal to provide these documents under the privacy legislation.

UNDERTAKING NO. 49:

RE: INQUIRE OF CATHERINE TWINN HER RECOLLECTION OF WHAT WAS DISCUSSED AT THE APRIL 15, 1985 MEETING THAT THE SAWRIDGE BAND RESOLUTION PRESENTED AT EXHIBIT 1 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT DEALT WITH. SPECIFICALLY DOES SHE RECALL IF THERE WAS ANY DISCUSSION OR DOCUMENTATION PRESENTED IN RELATION TO THE TRANSFER OF ASSETS FROM THE 1982 TRUST TO THE 1985 TRUST. ALSO INQUIRE IF MS. TWINN HAS ANY DOCUMENTATION OF THAT PARTICULAR MEETING.

We made this inquiry and were informed that she has no memory of this meeting or documentation in her possession, We made one further inquiry pursuant to this undertaking and no response was received.

UNDERTAKING NO. 50:

RE: REVIEW ANY TRUSTEE MEETING MINUTES AVAILABLE RELATING TO THE TRANSFER OF ASSETS FROM INDIVIDUALS INTO THE '82 TRUST, OR '82 TRUST INTO '85 TRUST, OR THE ONE INDIVIDUAL TRANSFER TO THE '85 TRUST.

(See attached document at tab '50-').

- 8 -

RE: PROVIDE ANY CORRESPONDENCE WITH THE MINISTER RESPECTING THE REQUEST FOR INFORMATION AND REFUSAL TO PROVIDE THE CURRENT LIST OF INDIVIDUALS MENTIONED IN PARAGRAPH 12 OF MR. BUJOLD'S AUGUST 30, 2011 AFFIDAVIT.

(See attached documents at tab '29-')

UNDERTAKING NO. 30:

RE: REVIEW DOCUMENTATION AND PRODUCE ANYTHING NONPRIVILEGED DEALING WITH THE TOPIC OF THE DETERMINATION OF THE TRUSTEES MAINTAINING THE DEFINITION OF BENEFICIARIES FROM THE 1985 TRUST WOULD BE POTENTIALLY DISCRIMINATORY, INCLUDING ANY COMMUNICATION BETWEEN THE TRUSTEES AND THE SAWRIDGE FIRST NATION.

There is no such communication between the trustees and Sawridge First Nation.

UNDERTAKING NO. 31:

RE: PROVIDE LIST OF WHO THE 31 DEPENDENT CHILDREN WERE AT THE TIME THE AFFIDAVIT WAS SWORN AND IDENTIFY OF THOSE 31 WHICH WERE THE 23 THAT QUALIFIED AS BENEFICIARIES OF THE 85' TRUST AT THE TIME THAT THE AFFIDAVIT WAS SWORN AND WHICH WERE THE EIGHT THAT DID NOT QUALIFY. ALSO UPDATE THE LIST UNTIL TODAY'S DATE.

(See attached documents at tab '31-')

UNDERTAKING NO. 32:

RE: PROVIDE LIST OF INDIVIDUALS ADDED BY JUSTICE HUGGESSEN TO BE MEMBERS OF SAWRIDGE AND BENEFICIARIES OF THE 86' TRUST.

Jeannette Nancy Boudreau (now deceased), Elizabeth Courtoreille (now deceased), Fleury Edward DeJong (now deceased), Roseina Anna Lindberg, Cecile Yvonne Loyie (now deceased), Elsie Flora Loyie (now deceased), Rita Rose Mandel (now deceased), Elizabeth Bernadette Poitras, Lillian Ann Marie Potskin, Margaret Agnes Clara Ward, Mary Rachel L'Hirondelle (now deceased). (See attached document.) Please note Justice Hugessen directed these individuals to be members. The trust was not subject to the declaration. The decision is reproduced at Tab 32.

UNDERTAKING NO. 33:

RE: INQUIRE OF SAWRIDGE FIRST NATION AS TO NUMBER OF APPLICATIONS THEY RECEIVED BETWEEN 1985 AND 1993, HOW MANY WERE RECEIVED, HOW MANY WERE PROCESSED, AND WHAT THE OUTCOME OF THOSE MEMBERSHIP APPLICATIONS WERE FROM 1985 TO 1993.

LIST OF MEMBERSHIP APPLICATIONS COMPLETED
--



HUTCHISON LAW

#155 Glenora Gates
10403 122 Street
Edmonton, Alberta
T5N 4C1

Telephone: (780) 423-3661
Fax: (780) 426-1293
Email: jhutchison@jlhlaw.ca
Website: www.jlhlaw.ca

* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

This is Exhibit "8" referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn 'or affirmed or declared' Our File: 51433 JLH

SENT BY EMAIL ONLY

before me this 12 day of

May 6, 2015

June A.D. 2015

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

A Commissioner for Oaths in and for Alberta
JANET L. HUTCHISON
2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

Further to our correspondence of May 5, 2015, I am writing to advise that I have instructions from the Public Trustee of Alberta to:

- 1.) Postpone the questioning of Paul Bujold to a later date;
- 2.) File an application for, *inter alia*, the advice and direction of the Court in this proceeding.

Your offices were already aware that the Public Trustee proposed to bring an application to address issues around production of documents in the within proceeding. That application was not anticipated to impact the scheduled questioning. However, the email exchanges between April 21-27, 2015 have raised more immediate issues on which the Public Trustee requires guidance from the Court. The nature of these issues requires our client to have that guidance before questioning can proceed.

The Public Trustee's application will address issues, including the following :

- a.) Should the within proceeding and QB Action No. 1404 04885 be joined;
- b.) The respective roles of all counsel involved in the within proceeding and QB Action No. 1404 04885;

- c.) Whether any counsel have conflicts of interest (in either matter) and if so, how to address said conflicts of interest;
- d.) Whether the Court should exercise its discretion under Rule 3.10 of the *Alberta Rules of Court* to apply Part 5 of the Rules, in whole or in part, to the within proceeding;
- e.) Setting an appropriate schedule/ litigation plan for remaining steps in the proceeding (or joined proceedings).

The Public Trustee will be contacting the Court regarding Justice Thomas' availability and will serve materials in this application as expeditiously as possible.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/cm
Enclosure

cc: Client

R M R F**Reynolds Mirth Richards & Farmer LLP**

BARRISTERS SOLICITORS

WRITER'S E-MAIL mporetti@rmrf.com

YOUR FILE 51433 JLH

WRITER'S DIRECT PHONE

OUR FILE

(780) 497-3325

108511-001-MSP

June 9, 2014

Chamberlain Hutchison
Barristers and Solicitors
155 Glenora Gates
10403 - 122 Street
Edmonton AB T5N 4C1

Attention: Janet Hutchison

This is Exhibit "9" referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

before me this 12 day of

June A.D. 20 15

A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

Dear Madam:

Re: Privilege Issue arising from Questioning on Elizabeth Poitras' Affidavit

We are writing in response to your objection to the production of certain letters to Ms. Poitras at her Questioning on Affidavit on May 29, 2014. We understand that you have objected on the ground that these documents are protected by "solicitor-client privilege" and that the parties did not consent to waiving that privilege. We understand your position to be that documents exchanged between legal counsel for two parties cannot be used in other proceedings without both parties waiving privilege over the documents. We have reviewed the matter carefully, including consulting with senior counsel in our office, and have concluded that there is no merit to such a position.

The communications in question are not even between solicitor and client, but rather between the solicitors for opposing parties. As such, there is no solicitor-client privilege claim possible. To the extent that the communications include information that was provided by the client, any privilege attaching to the initial communication has been waived. When the solicitor is authorized or instructed by the client to transmit a communication to others, then it cannot be said that the client desired it to be confidential. Disclosure to outsiders of privileged information constitutes waiver of the privilege.

Further, these documents are not protected by litigation privilege, or "work product" privilege. Such a privilege applies to materials obtained in the litigation process or prepared in anticipation of litigation. It has no application to materials disclosed to another party, nor does it survive the litigation in question. Litigation privilege has no application to the documents in question.

The production of such correspondence does not violate any ethical rules of our Code of Conduct. Clearly, letters in the possession of the Sawridge First Nation are their property, and

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Page 2
June 9, 2014

R M R F

they can do with them as they wish, subject to claims of privilege. As noted above, however, there is no possible claim of privilege. As such, these documents can be used in any other proceeding in which they are relevant.

This matter involves an application for advice and direction from the Court. We understand that the Public Trustee wishes to examine the membership process, and Justice Thomas has permitted it to do so. The letters are relevant and material to addressing issues that have been raised in Ms. Poitras' Affidavit. She asserts a lack of response from the Sawridge Band and puts the efficiency of the membership process at issue. It is incumbent on all parties to address the issue objectively and provide all relevant evidence to the Court. Objecting to this evidence does not achieve that goal.

Please be advised that we are fully prepared to defend our position in Court. We are hopeful that you will agree that these documents are not protected by privilege and in any event that they are relevant to the membership issues in question. We are requesting that you withdraw your objection and that we resume questioning on Ms. Poitras' affidavit at the earliest possible date.

Yours truly,

REYNOLDS, MIRTH, RICHARDS & FARMER LLP

PER:



MARCO S. PORETTI

MSP/

cc: Dentons Canada LLP
Attention: Doris Bonora
Via Email

1252882



BARRISTERS SOLICITORS

Reynolds
Mirth
Richards
& Farmer LLP

WRITER'S E-MAIL mporetti@rmrf.com
YOUR FILE

WRITER'S DIRECT PHONE 780.497.3325
OUR FILE 108511-001-MSP

July 7, 2014

VIA EMAIL

Chamberlain Hutchison
Suite 155, Glenora Gates
10403 - 122 Street
Edmonton, Alberta
T5N 4C1

Attention: Ms. Janet L. Hutchison

Dear Madam:

Re: Sawridge Trusts – Without Prejudice Communications

We are writing to address the issue of without prejudice privilege that has arisen during the questioning of Ms. Poitras.

As previously discussed, we wish to put certain documentation to Ms. Poitras to address statements made in her affidavit sworn on December 7, 2011 (the "Affidavit"), including those in paragraph 9 of the Affidavit, which paragraph reads as follows:

9. As of the date of this affidavit, I have never received a response or a decision from Sawridge Indian Band on my application for membership or on my children's right to membership.

We have already put a number of documents to Ms. Poitras at her questioning on affidavit that took place on May 29, 2014. Attached to this letter are the remainder of the documents that we intend to put to Ms. Poitras in respect of this issue. We have included all of the documentation that we currently intend to put to Ms. Poitras, whether the communication was without prejudice or not.

It is our respectful submission that the documents are clearly inconsistent with statements made in Ms. Poitras' Affidavit. You have asked us to consider whether the "without prejudice" documents can be put to the witness given their privileged status. It is our respectful submission

This is Exhibit "10" referred to in the
Affidavit for statutory declaration of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June A.D. 20 15

A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

that these documents are subject to clearly established exceptions to the general rule that without prejudice communications are inadmissible. Such communications are admissible where tendered not to show that one party has admitted weakness in his or her case, but simply to establish other facts that are relevant to the proceedings.

In the Sopinka text *The Law of Evidence in Canada*, the existence of the exceptions to the general rule is expressed as follows:

Para. 14.336 The exceptions to the rule of privilege find their rationale in the fact that the exclusionary rule was meant to conceal an offer of settlement only if an attempt was made to establish it as evidence of liability or a weak cause of action, not when it is used for other purposes.

The authors go on to note that the without prejudice privilege cannot be used to deceive the court (para. 14.339), and numerous cases have applied the exception in instances where the document in question has relevance apart from establishing liability or weakness in the party's case. These cases stand for the proposition that a party cannot claim a privilege where he or she has put into issue the very matter which is then sought to be clothed with the privilege. See for example *I. Waxman and Sons Ltd. v. Texaco Canada Ltd.*, (1968) 67 D.L.R. (2d) 295 (Ont. H.C.); aff'd (1968) 69 D.L.R. (2d) 543 (Ont. C.A.); *Rush & Tompkins v. Greater London Council* [1988] H.L.J. No. 49 (H.L.); *Middlecamp v. Fraser Valley Real Estate Board* [1992] B.C.J. No. 1947 (B.C.C.A.); *Tridan Developments v. Shell Canada Products Ltd.* [1995] O.J. No. 1664; *Jones v. Appleton* (1994) 32 C.P.C. (3d) 367 (Ont. Gen. Div.); *Bertram v. MNR* (1995), 191 N.R. 218 (Fed. C.A.); and *International Minerals and Chemical Corp. Canada Ltd. et al v. Commonwealth Insurance Company et al* (1992), 104 Sask. R. 216 (Q.B.). The Supreme Court of Canada has recently confirmed that an exception to the privilege exists to address allegations of misrepresentation (*Sable Offshore Energy Inc. v. Ameron International Corp.*, 2013 SCC 37, [2013] 2 S.C.R. 623 at para. 19). In such instances, the competing public interest of ensuring that the Court is not misled outweighs the public interest in encouraging settlement.

These authorities clearly indicate that without prejudice privilege cannot be used when a party brings forth an issue which can be rebutted by reference to without prejudice correspondence. The documents that we intend to put to Ms. Poitras are not being put forward by us as an admission by Ms. Poitras of a weakness in her claim to membership. Clearly, the membership issue is now moot as Ms. Poitras is recognized as a member of the Sawridge First Nation. The evidence is being brought forth to rebut Ms. Poitras' Affidavit and is clearly admissible in the circumstances. The Court will not allow a party to mislead it under the guise of a claim of privilege.

Page 3
July 7, 2014

R M R F

We wish to complete the questioning of Ms. Poitras as soon as possible and as such we look forward to the resolution of this matter without delay. We look forward to hearing from you.

Yours truly,

REYNOLDS, MIRTH, RICHARDS & FARMER LLP

PER:



MARCO S. PORETTI
MSP/krp

cc: Doris Bonora

1266850

CHAMBERLAIN HUTCHISON*

This is Exhibit 11 referred to in the Affidavit (of statutory declaration) of Roman Bombak

*Andrew J. Chamberlain, LL.B.
*Janet L. Hutchison, LL.B.

Suited 155, Glenora Gates
10403 - 122 Street
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Telephone: (780) 423-3661
Fax: (780) 426-1293
E-mail: jhutchison@chamberlainhutchison.com

Sworn 'or affirmed or declared' ✓
before me this 12 day of June A.D. 20 15

[Signature]
A Commissioner for Oaths in and for Alberta

SENT BY EMAIL ONLY
JANET L. HUTCHISON
Barrister & Solicitor

Our File: 51433 JLH

July 23, 2014

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Dentons LLP
Suite 2900 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: In the Matter of Sawridge Band Inver vivos Settlement (1985 Sawridge Trust) / Appeal No. 1203-0230AC

I am writing in response to your letter of July 7, 2014. My notes of our teleconference on June 16, 2014 indicate that we discussed the following main issues:

- 1.) Whether the Sawridge Trustees would provide the Public Trustee with the documents they intended to put to Ms. Poitras in the remainder of her questioning;
- 2.) Whether the Sawridge Trustees could properly produce and rely on without prejudice documents from Ms. Poitras' Federal Court litigation with Sawridge First Nation in the within proceeding.
- 3.) The issues raised by Sawridge First Nation's decision to voluntarily provide counsel for the Sawridge Trustees with documents from its legal files regarding Ms. Poitras' Federal Court litigation with Sawridge First Nation, specifically:
 - a.) Whether counsel for the Public Trustee had been provided with equal access to relevant documents by Sawridge First Nation and, if not, whether that situation needed to be addressed by agreement or Court application;
 - b.) The potential need for counsel for the Public Trustee to review a large collection of documents in relation to Ms. Poitras' litigation prior to the

resumption of Ms. Poitras' questioning. In relation to this item, we suggested that to avoid delays and manage costs, it might be most efficient to retain Mr. Glancy to assist with the preparation and conduct of the continuation of Ms. Poitras' questioning. We note we raised this with you in hopes of limiting any future issues around costs claims submitted pursuant to the Court of Appeal's costs order. We understand your initial view was that the costs associated with that retainer would not be acceptable to the Sawridge Trustees;

- c.) Your correspondence of June 9, 2014 which stated: "It is incumbent upon all parties to address the issue objectively and put all relevant evidence to the Court." We indicated the Public Trustee was in agreement with that statement and had some concerns about ensuring the Sawridge Trustees, the Public Trustee, and ultimately the Court, have access to all relevant documents held by the Sawridge First Nation regarding membership, including Ms. Poitras' membership. We noted that our understanding of positions taken in Mr. Bujold's questioning indicated that Sawridge First Nation might not provide the documents contemplated by the undertakings. Given the voluntary disclosure of documents in aid of a challenge to Ms. Poitras' credibility, we flagged a concern about the potential for selective disclosure by Sawridge First Nation;
- d.) If concerns about time to review the documentation to provide a full context to the Poitras litigation and disclosure of all relevant documents in the possession of Sawridge First Nation could not be addressed by agreement, the possible need for an application for direction and to compel production of relevant documents from the Sawridge First Nation.
- e.) Whether the Sawridge First Nation's decision to release documents in the Poitras litigation to the Sawridge Trustees' has affected the Nation's claim to privilege over their files regarding Ms. Poitras' membership and the related litigation.

4.) How the above affects scheduling of the resumption of Ms. Poitras' questioning.

Based on our review of your correspondence of July 7, 2014, it does not appear to address the issues noted in item #3, above. We look forward to your further response on those matters once you have had an opportunity to consider our comments.

Documents to be Put to Ms. Poitras During Questioning

We appreciate the Sawridge Trustee's cooperation in providing copies of the documents that will be put to Ms. Poitras in questioning. Review of those documents has allowed us to more fully assess, and respond, on the without prejudice issue. However, we would appreciate your advice as to whether the documents provided, and previously entered as exhibits, represent a partial, or complete, production of the documents Sawridge First Nation provided to the Sawridge Trustees regarding Ms. Poitras' membership issues and litigation. Once we know whether the Public Trustee has been provided to equal access to documents voluntarily provided by the Sawridge

First Nation, we can comment on what further review may be necessary prior to resumption of Ms. Poitras' questioning and the most efficient way to deal with said review.

I would appreciate your advice as to whether you have any objection to Ms. Poitras receiving copies of the documents provided.

Without Prejudice Documents

We appreciate the authorities cited in your correspondence and have reviewed them carefully. However, we clearly have a different understanding of the authorities on this issue. Both the *Waxman*, *Middlekamp* and *Sable* decisions confirm the importance of preserving without prejudice privilege. *Waxman* provides clear authority that without prejudice privilege continues to apply to prevent production of without prejudice documents by 3rd parties. *Sable* does confirm that where matters such as misrepresentation, fraud, undue influence or overcompensation of a party are an issue, waiver of the privilege may be justified. However, none of the cases cited would specifically support a waiver of the privilege on the facts of this case. Also, *Sable* (at para. 18) suggests that, going forward from that decision, without prejudice documents may receive even more robust protection than in the past.

Jones and *Bertram* do permit the applicant to call on evidence regarding without prejudice discussions. This was allowed in *Jones* to prevent double recovery and in *Bertram* to ensure that a misrepresentation by a party in settlement meeting that was used to induce a settlement agreement could not be relied upon. The authorities cited deal with fraud or an outright misrepresentation and clearly indicate that there must prima facie proof of misrepresentation for the relevant exception to apply.

We appreciate that the Sawridge Trustees seek to have Ms. Poitras qualify one word in one sentence in her affidavit. Obtaining such a qualification would not be unusual in a questioning process. We would respectfully suggest there is no basis to infer that Ms. Poitras has somehow deliberately misled or deceived the Court. We regard the chances of such a finding by a Court as extremely unlikely. We would also suggest that the facts of this case do not bring the exceptions relating to fraud or misrepresentation into play at all. As such, we simply cannot concur that the authorities apply to clearly require production of the without prejudice correspondence the Sawridge Trustees wish to rely upon in this matter.

The authorities you cite can be further qualified in that, in this case, it is clearly not necessary to rely on without prejudice communications to obtain the admissions or qualifications you seek. There are 7 without prejudice letters in a collection of over 30 documents. On review of the documents you have provided, it is quite clear that the topics you wish to question on can be fully explored by way of questioning on the documents that are not marked without prejudice. Specifically, I note that the letter dated October 28, 1997 to Aird & Berlis sets out what appears to be a comprehensive chronology of the exchanges occurring prior to that date.

As such, we will not agree that the without prejudice correspondence between Sawridge First Nation and Ms. Poitras have in any way lost their privileged status. We are willing to inquire with Ms. Poitras and Terry Glancy, her counsel in the Federal Court Action, as to whether they are willing to agree to have any of the 7 without prejudice letters placed in evidence and questioned on, and if so, on what terms.

Absent such agreement from Ms. Poitras and her counsel, the Public Trustee will continue to object to any reference to, or production of, all without prejudice correspondence during Ms. Poitras' questioning. If the Sawridge Trustees wish to put this matter before the Court for advice and direction, prior to resumption of questioning, please advise.

Sawridge First Nation's Provision of Documents in the Within Proceeding

Your correspondence of July 7, 2014 does not address these issues we discussed on this topic on June 16, 2014, as outlined in item 3, above. As such, we are writing to provide our comments on these matters and request a response providing the Sawridge Trustees' position in due course.

In relation to the question of whether counsel for the Public Trustee has been given access to all documentation the Sawridge Trustees have received from the Sawridge First Nation in relation to Ms. Poitras' membership issues and the related Federal Court litigation specifically, we look forward to hearing from you in that regard, as also discussed earlier in the letter. Once we have your position on that issue, we can advise if it appears time is required to review additional document production prior to resumption of questioning.

There is a broader issue around ensuring there is not selective production of, or unequal access to, documents relevant to the Sawridge membership process generally, where Sawridge First Nation has possession and control of those documents. We are optimistic that our respective clients will have the same views, and goals, in relation to this issue. We fully support your statement of June 9, 2014: "It is incumbent on all parties to address the issue objectively and provide all relevant evidence to the Court."

Specifically, we trust the Sawridge Trustees wish to cooperate with the Public Trustee to ensure comprehensive production such that a Court hearing the main application can be assured it has access to a complete and objective evidentiary record regarding the Sawridge First Nation membership process. The paramount issue for both our clients should be to assure themselves, and ultimately a Court, that the membership process is functional. We would expect both clients would also wish to cooperate to ensure the Court has access to a complete documentary record to allow it to objectively assess that functionality. We trust that the Sawridge Trustees do not perceive it as part of their role to actively defend the Sawridge First Nation membership process.

In relation to the relationship between the Public Trustee's concerns regarding production by Sawridge First Nation to questioning, a number of the responses in Mr. Bujold's questioning highlighted that the Sawridge Trustees may take the position that cannot obtain documentation and information held by Sawridge First Nation about the membership process and its functionality. The production of Sawridge First Nation's documents from the Poitras litigation in Ms. Poitras' questioning raised the potential issue that Sawridge First Nation would provide membership documents selectively. Our general view is that any issues or concerns about selective production of information by the Nation regarding Ms. Poitras' membership must be addressed prior to resumption of the questioning. It would also be our preference to have Mr. Bujold's answers to undertakings on the undertakings which relate to the Sawridge membership process prior to resumption of questioning.

Provision of responses to Paul Bujold's answers to undertakings regarding membership would assist in determining whether the issue of selective production and equal access does require a

court application. If Sawridge First Nation cooperates in voluntarily providing all relevant documentation regarding its membership process, an application may prove unnecessary. Our preference would be to ascertain whether an issue exists in relation to selective production of, or unequal access to, Sawridge First Nation's relevant documents prior to proceeding with further steps in the application. As such, we wish to repeat our suggestion, discussed on June 16, 2014, that Mr. Bujold's answers to undertakings (for undertakings related to the membership process) be provided prior to resumption of Ms. Poitras' questioning.

If the Public Trustee is not satisfied that measures are in place to ensure that selective production of, or unequal access to, documents held by the Sawridge First Nation cannot occur, we plan to apply to the Court to compel production of documents by Sawridge First Nation. This application could include a request for documents relevant to Ms. Poitras' membership and related litigation. The application may also seek a ruling requiring the Sawridge Trustees to produce copies of any and all documents received from the Sawridge First Nation, including all communications regarding the documents they provided to the Trustees from the Poitras litigation. We expect that application would also seek a ruling on the extent to which Sawridge First Nation has waived privilege over its files (and its counsel's files) in relation to the Poitras litigation.

If it is necessary for these applications to proceed, we would suggest they should be dealt with prior to rescheduling Ms. Poitras' questioning, unless the sole issue going forward relates to Sawridge First Nation's production of documentation regarding the membership process that has no connection to Ms. Poitras' membership issues or related litigation.

Scheduling Ms. Poitras' Questioning

In our view the potential for selective production of documents in relation to Ms. Poitras' membership issues and related litigation by Sawridge First Nation must be resolved prior to rescheduling Ms. Poitras' questioning. As noted earlier in the letter, once we have your response regarding the full extent of the documentation Sawridge First Nation has provided to the Sawridge Trustees on those matters, we will be able to determine whether those concerns have been sufficiently addressed.

Our lack of agreement on the privilege that still attaches to the without prejudice correspondence should not, in our view, require a delay in resumption of questioning. However, that is subject to whether the Sawridge Trustees ultimately determine they wish to have that question decided by the Court prior to resumption of questioning.

In relation to issue of Sawridge First Nation's production of documents relevant to the membership process, if an application proceeds, we expect it will address elements of the documentation production issues relevant to Ms. Poitras (including the potential waiver of privilege by the First Nation). We are requesting the Trustees provide Mr. Bujold's answers to undertakings on matters relating to the Sawridge First Nation membership process prior to rescheduling Ms. Poitras' questioning in order to permit an assessment of whether the application for production by Sawridge First Nation is actually necessary.

As we have reviewed several important issues that were not canvassed in your correspondence of July 7, 2014, we look forward to your further response on these issues. We would be pleased to

conduct a further teleconference or meeting once we have that response if that will serve to resolve the issues under discussion.

Thank you for your attention to this matter.

Yours truly,

CHAMBERLAIN HUTCHISON

PER: JANET L. HUTCHISON

JLH/cm

Encl.

cc: client

Terence P. Glancy*

Barrister & Solicitor

Tel. (780) 441-1841. Fax. (587) 523-3121. E-mail: tpglancylaw@gmail.com

April 7, 2015

DELIVERED

Hutchison Law
Barristers and Solicitors
#155, Glenora Gates
10403 122 Street
Edmonton, AB
T5N 4C1

Attention: Janet L. Hutchison

This is Exhibit "12" referred to in the
Affidavit ~~(or statutory declaration)~~ of
Ramon [illegible]
Sworn (or affirmed or declared) ✓
before me this 12 day of
June, A.D. 20 15
[Signature]
A Commissioner for Alberta
JANET L. HUTCHISON
Barrister & Solicitor

Re: In the Matter of the Trustee Act, R.S.A. 200, C. T-8, As Amended, Court File Number: 1103 14112

I am writing in regard to the examination on Affidavit of Elizabeth Bernadette Poitras. I am counsel for Mrs. Poitras in **Poitras v. Sawridge**, Federal Court File Number T-2655-89. I understand that counsel for the Applicant in the Trust action is seeking to introduce a number of documents in his cross examination of Mrs. Poitras on her Affidavit. I was provided with copies of those documents for examination and wish to express the following concerns.

1. All but six of the forty documents are contained in Affidavit of Documents sworn by Mrs. Poitras on December 5, 1998, a copy of which was provided to counsel for the Sawridge Band in T-2655-89. Those documents are, in my view, subject to an implied undertaking of confidentiality and cannot, without consent, be admitted in the trust action.
2. I am concerned as to how these documents came in to the possession of counsel for the Trustee. In the absence of any explanation, I can only assume that they were provided by Sawridge. Additionally, the documents produced by counsel are but a selection of the ninety-five documents in the Affidavit which, in turn, do not reflect all of the events in the Federal Court Action which is now some twenty-six years old. The documents reflect the state of affairs up to December 1998, some ten years after the commencement of the action, but no further.
3. As generally there is no documentary production in a Originating Application, I am concerned as to where this all might lead. I have conducted a file review and can confirm that Sawridge did produce an Affidavit of Documents and Supplementary Affidavit of Documents in T-2655-89. Copies of the documents were provided only to counsel for Her Majesty the Queen because of the magnitude and cost of the production. The documents were delivered in seven

*Denotes Professional Corporation

Terence P. Glancy*

Attorney & Solicitor

boxes and were referred to as numbering in the thousands. The undesired consequence of broader documentary production could be to turn the Application into an action.

4. I understand that, at this juncture counsel for the Trustees wants the documents marked for identification only. If so, that anticipates that at some future point there may be an application to treat the documents in a different fashion or refer to them for a different purpose. If such an application was to be made, I would be prepared to appear on behalf of Mrs. Poitras.

It is not my intention to appear at the continuation of the Examination on Affidavit of Mrs. Poitras when it reconvenes if Counsel's position on "identification only" remains unchanged.

You are at liberty to disclose my concerns to counsel.

Yours very truly,

TERENCE P. GLANCY
PROFESSIONAL CORPORATION

Per:



Terence P. Glancy

cc. Client

CASES RQ0033

EDMONTON

07/01/2015 10:44:34 PAGE 0002

CLERK OF THE COURT - COUNTER

PROCEDURE RECORD PRINT

ACTION NO: Q1403 04885

ACTIVITY DESCRIPTION	LITIGANTS HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER	DATE FILED	LAW FRM
AFFID OF SERVICE BY EMAIL	TWINN, CATHERINE				30SEP2014	MR
ADJOURNED IN COURT	SINE DIE JC		ADVICE AND DIRECTION		01OCT2014	MR
ORDER GRANTING LEAVE			TRANSFER ASSETS	L.R.A. ACKERL, J.C.Q16	01OCT2014	DC
APPLICATION	17DEC2014 COM	NRADJ SINE DIE	CAPACITY OF TRUSTEE		04DEC2014	MR
CORRESPONDENCE			CONFIRM HEARING (COM)		04DEC2014	MR
AFFIDAVIT			CATHERINE TWINN		09DEC2014	MR
HEARD AND ADJOURNED	SINE DIE COM		CAPACITY OF TRUSTEE		17DEC2014	*CC

*** END OF ACTIVITIES ***

*****END OF REPORT*****

HP LASERJET FAX

01/08/15 12:35PM

(This is Exhibit "14" referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June A.D. 2015

A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON

Barrister & Solicitor

COURT FILE NUMBER

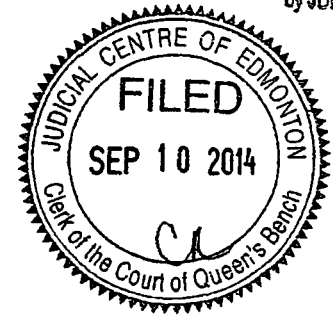
Clerk's stamp:

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA

EDMONTON

JUDICIAL CENTRE



ENTERED
by JDF

IN THE MATTER OF THE TRUSTEE ACT,

R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND
INTER VIVOS SETTLEMENT and THE
SAWRIDGE TRUST ("Sawridge Trusts")

APPLICANTS

ROLAND TWINN,
BERTHA L'HIRONDELLE, and
EVERETT JUSTIN TWIN, as Trustees for the
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

AFFIDAVIT OF PAUL BUJOLD

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora
Telephone: (780) 423-7100
Fax: (780) 423-72764
File No: 551860-1-DCEB

AFFIDAVIT OF PAUL BUJOLD

Sworn on the 9 day of September, 2014

I, Paul Bujold, of Edmonton, Alberta make oath and say that:

1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985 Trust") and the Sawridge Trust created in 1986 (hereinafter referred to as the "1986 Trust"), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon information and belief, in which case I verily believe the same to be true. The Deed of the 1985

- 2 -

Trust and 1986 Trust is attached hereto as **Exhibit "A"** to this my affidavit. The 1985 Trust and 1986 Trusts are hereinafter referred to collectively as the "Sawridge Trusts".

2. I make this affidavit in support of an application for the advice and direction of the Court respecting the transfer of the assets held in trust in the Sawridge Trusts as a result of the appointment of a new trustee.
3. Prior to January 21, 2014, there were five trustees of the Sawridge Trusts: Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn and Walter Felix Twin (hereinafter referred to as the "Trustees").
4. On January 21, 2014, the resignation of Walter Felix Twin was accepted by the Trustees by a majority vote. Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("Continuing Trustees") were to continue as trustees for the Sawridge Trusts.
5. As the 1985 Trust requires that there be a minimum number of 5 trustees, as a result of Walter Felix Twin's resignation, on January 21, 2014, by majority vote, the Continuing Trustees voted to appoint a new trustee, Everett Justin Twin.
6. On January 21, 2014, the Continuing Trustees, including the new trustee, Everett Justin Twin, were asked to sign a Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts. The Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts is attached hereto as **Exhibit "B"**.
7. As part of the process of the appointment of a new trustee, it is necessary to transfer the assets from the group of Continuing Trustees to the group of Continuing Trustees and the new trustee. The Deed of Resignation and Appointment of Trustees contains a section on the transfer and assignment of trust assets.
8. One of the Continuing Trustees, Catherine Twinn, did not approve or oppose the appointment of the new trustee, Everett Justin Twin and did not sign the Deed of Resignation and Appointment of Trustee. All of the other Continuing Trustees and the new trustee signed the Deed of Resignation and Appointment of Trustee.
9. In order to transfer the assets of the Sawridge Trusts, it is necessary for the Continuing Trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the Continuing Trustees and the new trustee. While the new trustee was appointed properly by majority vote, the trust assets could not be transferred to Everett Justin Twin because Catherine Twinn would not sign the Deed of Resignation and Appointment of Trustee.

10. On February 25, 2014 at the Sawridge Trusts meeting, the trustees voted to take the appropriate legal steps to affect the appointment of Everett Justin Twin as a trustee and to transfer the assets from the continuing and former trustees to the Continuing Trustees and new trustee.
11. On April 1, 2014, an Application for advice and direction with supporting Affidavit was filed to have the assets of the Sawridge Trusts transferred to the Continuing Trustees and the new trustee. Attached hereto as **Exhibits "C" and "D"** are copies of the filed Application and Affidavit dated April 1, 2014.
12. The Application to have the Sawridge Trusts assets transferred when Everett Justin Twin was appointed was heard by the Honourable Justice K.G. Nielsen on May 16, 2014. Attached hereto as **Exhibit "E"** is a copy of the Order of Justice Nielsen dated May 20, 2014 ordering the transfer of the assets of the Sawridge Trusts to the Continuing Trustees and new trustee.
13. On July 13, 2014, Clara Midbo, one of the Trustees, passed away unexpectedly. The 1985 Trust requires that there be a minimum number of 5 trustees.
14. At the meeting of the Sawridge Trustees on August 12, 2014, by majority vote, the Trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Everett Justin Twin (the "2014 Trustees") voted to appoint a new Trustee being Margaret (Peggy) Ward ("new 2014 Trustee"). Margaret (Peggy) Ward is a beneficiary of both the 1985 and 1986 Trusts, was also a previous Trustee-in-Training and has a Ph. D in First Nation studies. The Trustee in Training program is described in the minutes of the meeting attached as **Exhibit "F"** to this my affidavit. Attached hereto and marked as **Exhibit "G"** is a copy of the resume of Margaret (Peggy) Ward.
15. On August 12, 2014 the Trustees including the new 2014 Trustee, Margaret (Peggy) Ward, were asked to sign a Deed of Appointment of Trustees and Deed to Limit Term of Appointment of New Trustee for each of the Sawridge Trusts. The Deed of Appointment of Trustees dated August 12, 2014 for each of the Sawridge Trusts is attached hereto as **Exhibit "H"**. The Deed to Limit Term of Appointment of New Trustee dated August 12, 2014 for each of the Sawridge Trusts is attached hereto as **Exhibit "I"**.
16. As part of the process for the appointment of the new trustee it is necessary to transfer the assets from the group of 2014 Trustees to the group of 2014 Trustees and the new 2014 Trustee. The Deed of Resignation and Appointment of Trustees contains a transfer and assignment of trust assets.
17. Similar to when the last trustee, Everett Justin Twin was appointed, one of the Trustees, Catherine Twinn, opposed the appointment of the new trustee and has not signed the Deed of

Appointment of Trustee or the Deed to Limit Term of Appointment of New Trustee. All of the other 2014 Trustees including the new 2014 Trustee have signed both the Deed of Appointment of Trustee and the Deed to Limit Term of Appointment of New Trustee.

18. At the Sawridge Trustee meeting held on August 12, 2014 at which I was present, Catherine Twinn opposed the selection of Margaret (Peggy) Ward as the new 2014 Trustee. Catherine Twinn instead provided a lengthy proposal which she introduced at the meeting and not in advance of the meeting. She proposed two non-beneficiaries of the Sawridge Trusts, namely June Sayers of Victoria, BC or Victor Leginsky of Dubai neither of whom is a beneficiary of the trusts. Catherine Twinn was advised that the trustees cannot all be non-beneficiaries as that is contrary to the Trust Deeds. Catherine Twinn insisted the Trust Deeds should be changed. Her proposal also included a process to have a recruitment team selected to recruit an entirely new Board of Trustees.
19. It was pointed out at the meeting that an immediate replacement of one trustee was required in accordance with the requirements of the 1985 Trust and suggested that Catherine Twinn's proposal could be considered by the Trustees once they had an opportunity to review it and give the proposal some due diligence. It was also suggested that the proposal could be considered coincidentally with the Court applications currently being conducted and the matter of identifying the 1985 Trust beneficiaries was resolved. Attached hereto and marked as **Exhibit "F"** is a copy of the Special Trustee Meeting Minutes from the meeting held on August 12, 2014.
20. At the August 12, 2014 meeting of the trustees, Catherine Twinn was asked three times by the chair of the Sawridge Trustees, Brian Heidecker, if she was prepared to sign the Deed of Appointment of Trustees and the Deed to Limit Term of Appointment of New Trustee for each trust. At the meeting, Brian Heidecker advised Catherine Twinn that if she did not sign the documents, the trustees would have to go to Court again to transfer the assets as they had done previously. Catherine Twinn has refused to sign any documentation.
21. In order to transfer the assets of the Sawridge Trusts, it is necessary for the trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the 2014 Trustees and the new 2014 Trustee. Thus, while the new 2014 Trustee is appointed properly by majority vote, the trust assets cannot be transferred to the group which includes Margaret (Peggy) Ward because Catherine Twinn will not sign the Deed of Appointment of Trustee in relation to the Sawridge Trusts.
22. At the August 12, 2014 Sawridge Trustee meeting, the Trustees voted to empower me to take the appropriate steps to affect the appointment of Margaret (Peggy) Ward as a trustee and to transfer the assets from the 2014 Trustees to the 2014 Trustees and the new 2014 Trustee.


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23. This process to require court intervention for the transfer of assets after the new 2014 Trustee has been properly appointed is unnecessary and not in the best interests of the trusts. It is an expensive process. When a majority of the Trustees elects a Trustee, Catherine Twinn should support the decision of the majority. Her refusal to sign the Deed of Appointment to transfer assets is inappropriate for a trustee. The cost of these court proceedings should not be borne by the trust. Catherine Twinn should pay the costs of this application.
24. We must seek the Court's assistance to transfer legal ownership of the assets of the Sawridge Trusts to the 2014 Trustees and the new 2014 Trustee.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR OATHS AT EDMONTON ALBERTA ON 9 September, 2014.



PAUL BUJOLD



Commissioner for Oaths in and for the Province of Alberta

Appointment Expiry Date

SARA E. HART
Barrister & Solicitor

10269744_1|NATDOCS

This is Exhibit 15 referred to in the Affidavit (or statutory declaration) of Roman Bombak Sworn (or affirmed or declared) before me this 12th day of

This is Exhibit F referred to in the Affidavit of Paul Bujold Sworn before me this 9th day

Special Trustee Meeting Minutes September A.D. 2014 Sawridge Inn Edmonton South, Edmonton
A Commissioner for Oaths in and for Alberta 12 August 2014 A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

Attendees: JANET L. HUTCHISON, Bertha L. Rhondelle, Justin Twin, Catherine Twinn, Roland Twinn
Barrister & Solicitor
Guests: Brian Heidecker, Chair; Paul Bujold, Trusts Administrator
Recorder: Paul Bujold

1. Opening and Prayer

Brian called the meeting to order at 12:30 PM. The opening prayer was led by Roland.

2. Remembering Clara Midbo

Brian noted that Clara passed away one month ago and that, as we gather to appoint a Trustee to replace Clara, it was fitting that we remember her. Brian noted that he found Clara an interesting lady, gracious, charming, trustworthy, tolerant, dedicated to others, analytical, fair, considerate, politically savvy, eloquent when needed but shy, a big picture thinker, a perfect grandma, wise counsel and a good friend. He asked if others wanted to make any comments.

Roland noted that he will miss Clara's quiet strength and that it will be tough to fill her position. He said that Clara gave him quiet counsel.

3. Agenda

The agenda and supporting documents were sent out by registered mail and email to everyone.

2014-038 Moved by Justin, seconded by Bertha that the agenda be accepted as presented.

Carried, Unanimously.

4. Trust Matters

4.1 Appointment of a New Trustee

Paul reviewed his memo to the Trustees outlining the conditions set out in the Trust Deeds for the appointment of a trustee. Brian asked for the guidance of the Trustees on how they wished to proceed with the appointment.

Roland noted that he was not comfortable appointing a non-beneficiary as a trustee at this time because there were too many legal issues and internal matters that needed to be resolved first and that an outsider would not understand. The choices from among the beneficiaries are also limited. Perhaps the Trustees should consider one of the previous Trustees-in-Training, Margaret (Peggy) Ward or Deana Morton, as possible candidates.

Justin noted that he had given the matter a lot of thought but has no suggestions. He noted that he did not want to appoint anyone who will have to go through the problems he faced getting appointed as a Trustee. Justin is also not comfortable with an outsider at this time until outstanding legal matters are resolved. He also noted that at least the previous Trustees-in-Training had had some preparation and resources to deal with being a trustee.

Bertha thought that Peggy Ward would be a good choice because she is beneficiary of both the 1985 and 1986 Trusts and has been a long-standing member of the Sawridge

Trustee Meeting Minutes, 15 April 2014

First Nation even though she married in. Bertha had called Margaret to see if she would be interested. Margaret told her that she would be honoured to be considered.

Catherine handed out a proposal that she had prepared for the Trustees. She noted that there were two résumés attached, one for June Sayers, a First Nations woman living in Victoria, BC who is highly regarded and who has experience as a chief, and is presently the National Economic Development Chair at the Faculties of Business and Law at the University of Victoria, and one for Victor Leginsky, a mediator and arbitrator with law experience presently living in Dubai but planning to move back to Edmonton area. Catherine also prepared a Trustee skills matrix. She feels that the Trusts need to have these skills and that having these skill sets will position the Trusts well into the future and is best for the beneficiaries present and future. The proposal also includes a process to have a recruitment team to recruit a new Board of Trustees. She recommends that all the current Trustees be replaced immediately. Bios for the members of the recruitment team were attached to the proposal.

Roland asked if the proposal envisioned a Board made up of all outside trustees.

Catherine answered that a Board should be built that is best suited to the needs of the Trusts. The Board could include current Trustees and other beneficiaries.

Justin noted that the Trust Deeds do not presently permit a Board that is entirely made up of non-beneficiaries. He feels that the maximum number of trustees should be beneficiaries.

Roland stated that he is not willing to give up the Trustees responsibility to appoint trustees as set out in the Trust Deeds.

Catherine stated that she is not recommending a non-beneficiary Board.

Brian noted that if the Trustees wanted to appoint all non-beneficiaries then the Trust Deeds would have to be varied.

Catherine asked what changes would need to be made.

Paul noted that Donovan Waters had begun working on a revised set of Trust Deeds before our Application for Advice and Direction.

Catherine stated that the Trust Deeds needed substantial changes and that she has developed a lengthy check list of the needed changes that better reflect the needs of the Trusts to manage the close to \$210 million in assets likely by 2015. She noted that her proposal recommended involving people with significant experience in First Nations' trusts and who could grow the Trusts. She asked if the changes to the Trust Deeds could be accomplished using the 80% beneficiary approval rule or if the Deeds would need to be amended through a Court Application.

Brian reminded the Trustees that the business of the meeting was to fill the current vacancy on the Board of Trustees. He pointed out that there were in reality, three proposals on the table, one to appoint Peggy Ward or Deanna Morton, a second to appoint Jane Sayers or Victor Leginsky as a new Trustee and the third to hire a recruitment team empowered to identify at least two outside Trustees and possibly replace the entire Board of Trustees.

Roland felt that it was not necessary to appoint outsiders at this time and that beneficiaries would not support this move. The outsiders could be hired as consultants if needed. He also felt that the Trust Deeds could not be varied until the present Court Application was completed so that we can identify the beneficiaries of the 1985 Trust.

Trustee Meeting Minutes, 15 April 2014

Justin felt that Catherine's proposal was trying to build a Board of Trustees to supervise the Board of Directors. He did not feel comfortable appointing outsiders to the Board until he had a chance to consult the beneficiaries.

Bertha pointed out that beneficiaries would not accept the appointment of outsiders. She said that many of the beneficiaries did not understand the Trusts and would need to be consulted before outsiders were appointed.

Justin stated that Catherine's proposal was something that the Trusts could possibly work toward over the next few years while the matter of identifying the 1985 Trust beneficiaries was resolved and beneficiaries were informed of the history of the Trusts. He noted that there has been a lot of change in the Trusts in the last 10-15 years and that beneficiaries need to be consulted. He felt that it was premature to deal with Catherine's proposals today.

Brian noted that the Trustees have set in motion a number of activities that needed to be seen to their conclusion, e.g., identifying the beneficiaries, accounting to the beneficiaries and consulting the beneficiaries on the current and future benefits.

Catherine stated that the engagement of the beneficiaries was not precluded by having three beneficiary Trustees and two outside Trustees. She stated that she agrees that an engagement and communication strategy should be implemented for the beneficiaries. The beneficiaries would welcome an open, fair, accountable process based on skills, qualities and diversity. She felt that the recruitment team could connect with all the beneficiaries. She felt that the skills matrix, especially diversity factors (representing all families) needed to be implemented.

Bertha felt that we should focus on replacing Clara now rather than waiting for a long process.

Roland pointed out that Catherine's proposal could be considered at a special meeting in October and implemented over the next three years after the Court challenges are cleared and that the Trustees should appoint an immediate replacement for Clara.

Brian pointed out that the Trustees needed to do their due diligence on Catherine's proposal having just received it.

Justin agreed with Roland that Catherine's proposal could be considered in the future and implemented as a succession plan over the next two to three years.

Catherine stated that due diligence requires a process and that appointing a replacement trustee today would be foolhardy.

Justin asked how the trustees-in-Training were trained.

Paul stated that, according to the minutes, Trustees-in-Training was a defacto job-shadowing program. Trustees in Training received the full Board packages and attended all aspects of the Trustee meetings. They were not allowed to vote. They were meant to replace existing Trustees but, since no vacancies were imminent, those in training left until they may be needed at a later date.

Roland confirmed that the Trustees-in-Training were meant to replace existing Trustees. He stated that they gained experience and training by attending Trustee meetings as non-voting members.

Justin stated that if these Trustees-in-Training have not been terminated then he was ready to appoint one of them as a replacement Trustee.

Trustee Meeting Minutes, 15 April 2014

Roland stated that he felt that the Trustees should proceed with appointing a replacement Trustee and that at a special meeting in October the Trustees should consider the other proposal and develop a plan to implement it over the next two to three years. He felt that a term limit of two years should be set on the new Trustee and that Deana Morton or Peggy Ward be chosen. He felt that the proposal would take at least six months to enact.

Brian stated that there were four names under consideration, Judith Sayers, Victor Leginsky, Deana Morton and Peggy Ward. Trustees could choose to appoint a replacement Trustee, not appoint a Trustee at this time and go with Catherine's proposal or appoint a replacement Trustee and review the proposal later.

2014-038 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1985 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.

Carried, 3 in favour Catherine opposed.

2014-039 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1986 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.

Carried, 3 in favour, Catherine opposed.

2014-040 Moved by Bertha, seconded by Justin that the Deed to Limit Term of Appointment of New Trustee to a term of 3 years.

Carried, 3 in favour, Catherine opposed.

2014-041 Moved by Justin, seconded by Roland that the new trustee be asked to indicate her adherence by signing on to the existing Code of Conduct contract between the current Trustees.

Carried, 3 in favour, Catherine opposed.

Catherine moved that

- a) The motion approving Peggy Ward's appointment be rescinded and that
- b) the proposal be implemented to appoint the recruitment team and ask them to come forward with a process for trustee succession.

Brian stated that he could not accept clause a) as it was against Parliamentary Procedure since it countered a motion already passed. He asked if there was a second for clause b). There was no seconder. The motion failed.

Paul asked the Trustees to remain until the Deeds of Appointment were signed.

Brian asked Catherine if she would be signing the documents. Catherine said that she would not be signing.

Brian asked Catherine a further two times if she would reconsider and sign the documents since this would mean having to go to Court again to transfer the assets. Catherine stated that she would not sign the documents.

2014-042 Moved by Roland, seconded by Justin that if any Trustee fails to execute the Deed of Appointment of Trustees, the administrator of the trust shall take steps to bring the necessary court applications to approve the steps to effect the appointment of Margaret (Peggy) Ward

Trustee Meeting Minutes, 15 April 2014

and to effect the transfer of assets from continuing and former trustees to the continuing and new trustees.

Carried, 3 in favour, Catherine abstain because involves her previous decisions.

5. Closing and Next Meeting

Brian adjourned the meeting at 2:30 PM. The next meeting is scheduled for 16 September 2014.

Signed

Brian Heidecker, Chair

Trustee Meeting Minutes, 15 April 2014

This is Exhibit 16 referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn ~~or affirmed or declared~~ before me this 12 day of June A.D. 20 15

Form 49
Alberta Rules of Court
Rule 13.19

COURT FILE NO. 1403 04885

A Commissioner for Oaths in and for Alberta

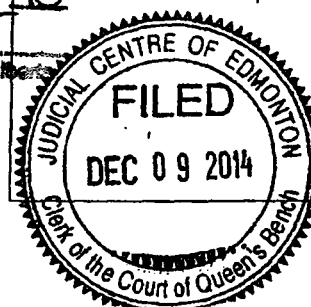
JANET L. HUTCHISON

COURT

COURT OF QUEEN'S BENCH

JUDICIAL CENTRE EDMONTON

Clerk's Stamp



IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS SETTLEMENT, APRIL 15, 1985 (the "1985 Trust") and THE SAWRIDGE TRUST, AUGUST 15, 1986 (the "1986 Trust")

APPLICANT CATHERINE TWINN, as Trustee for the 1985 Trust and the 1986 Trust

RESPONDENTS ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN TWIN and MARGARET WARD as Trustees for the 1985 Trust and the 1986 Trust

DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McLENNAN ROSS LLP
#600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

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File No.: 144194

AFFIDAVIT OF CATHERINE TWINN

SWORN ON THE 7 DAY OF DECEMBER, 2014

I, Catherine Twinn, of the Sawridge Indian Reserve 150 G and the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a trustee of the Sawridge Band Inter Vivos Settlement, April 15, 1985 (the "1985 Trust") and the Sawridge Trust, August 15, 1986 (the "1986 Trust") (collectively referred to as the "Trusts"), and, as such, have a personal knowledge of the matters hereinafter deposed to, save where stated to be based upon information and belief.
2. I was appointed as trustee of the 1985 Trust on December 18, 1986 and of the 1986 Trust on August 15, 1986. I have continuously maintained my position as a trustee since these appointments.
3. On or about September 26, 2014, in my capacity as a trustee of the Trusts, I filed an application for advice and direction in Court of Queen's Bench Action Number 1403 04885 (the "Application").

Justice Thomas

4. On June 12, 2012, Justice D. Thomas issued an interlocutory decision in Court of Queen's Bench Action No. 1103 14112 that pertained to the Sawridge Band and the 1985 Trust. Attached as **Exhibit "A"** to my Affidavit is a copy of the decision. It is my understanding that Justice Thomas is seized of this litigation.
5. I am advised by my counsel at McLennan Ross LLP, Karen Platten, Q.C., and do verily believe that Ms. Platten spoke with Sharon Hinz, trial coordinator, in or around early May 2014 to seek a chambers date with Justice Thomas in regards to the appointment of Everett Justin Twin as a trustee of the Trusts. I am advised that Ms. Hinz told Ms. Platten that Justice Thomas believed he was seized of matters pertaining to the Sawridge Band and its trusts and would hear my application.
6. By way of correspondence dated May 12, 2014, my counsel confirmed that Justice Thomas would hear this matter on August 8, 2014. Attached as **Exhibit "B"** to my Affidavit is a copy of the May 12, 2014 correspondence.
7. Since May 12, 2014, the August 8, 2014 application date was adjourned and the substance of my application intended for August 8, 2014 was combined into the Application.

Confidentiality

8. I have prepared an Affidavit in support of the Application (my "Affidavit"). My Affidavit was provided, sworn but unfiled, to Dentons LLP, on or about September 29, 2014. Dentons LLP was counsel for the Respondents at that time. Since then, the Respondents have retained Bryan & Company LLP as their counsel.
9. At present, my sworn Affidavit remains unfiled.
10. My Affidavit contains sensitive information that pertains to the Sawridge Band and the Trusts.
11. On or about January 12, 2009, in my capacity as a trustee of the Trusts, I executed a Code of Conduct in relation to the Trusts (the "Code of Conduct"). Amongst other matters, the Code of Conduct provides that trustees must maintain the confidentiality of their deliberations and of any other confidential information that is imparted to them as a trustee, including information received from the Sawridge Corporations and their businesses and affairs. Attached as **Exhibit "C"** to my Affidavit is the relevant excerpt from the Code of Conduct.
12. At a September 30, 2014 Sawridge Band Membership Committee, chaired by Chief Roland Twinn, with the Chief and Council, along with their in house lawyer Mike McKinney, Councilor Winona Twin demanded that Committee members treat information received at Band Membership Committee meetings as confidential and that there should be recourse against members who do not comply. At a subsequent Band Membership Committee meeting on November 4, 2014, Bertha L'Hirondelle stated the Chief and Council have the power to revoke Band Membership from Band members, citing a Band in Manitoba which is revoking membership, as authority for this position.
13. I am concerned that the filing of my Affidavit may disclose information that I acquired in my role as a trustee and that others may deem as confidential. I am concerned that this will lead to allegations that I have breached the Code of Conduct. This concern also pertains to my role on the Band Membership Committee. I am also concerned that the Chief and Council may use their authority to revoke my Sawridge Band Membership as a result of the information I disclose in my

sworn, but unfiled, Affidavit or any subsequent Affidavit I may file.

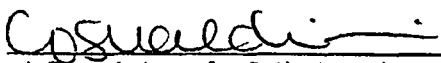
14. It is my expectation that further affidavits in support of my application may be filed and that these affidavits could reasonably be expected to also contain sensitive information, that could be deemed confidential. It is my belief that the Respondents will also file affidavit materials in response to the Application which may contain confidential information.
15. By way of correspondence dated November 4, 2014, my counsel wrote to Dentons LLP requesting the Respondents' position in regards to the filing of my Affidavit and more particularly, whether the filing of my Affidavit would result in the Respondents claiming that this was a breach of any obligations of confidentiality which I may have as a trustee of the Trusts or otherwise. To date, I am advised by my counsel that we have not received the Respondents' position in this regard. Attached as **Exhibit "D"** to my Affidavit is a copy of the November 4, 2014 correspondence.
16. I have serious concerns regarding the administration of the Trusts and it is my belief that it is important and my duty that this information be brought to the attention of the Court. It is my intention to provide a copy of my Affidavit, unfiled, to the Court at the hearing of this application so that the confidentiality of the subject matter of my Affidavit can be maintained pending further direction from this Honourable Court on how to proceed in this regard.

Costs

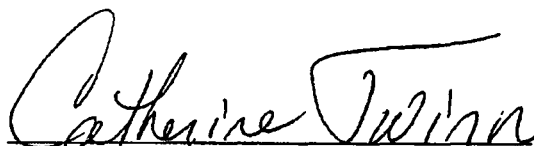
17. On April 1, 2014, the trustees of the Trusts, as they purportedly existed at that date and with the exception of myself, filed an application against myself relating to the transfer of assets of the Trusts from the prevailing trustees of the Trusts to the new trustees of the Trusts. This application occurred in response to the appointment of Everett Justin Twin as a replacement trustee to Walter Felix Twin. This application was heard before Justice Neilson on May 16, 2014. At the application, Justice Neilson ordered that my right to bring an application on the eligibility of Everett Justin Twin to sit as a trustee of the 1985 Trust was reserved. My objection to this application was based, amongst other matters, on my concern that Everett Justin Twin did not qualify to sit as a trustee of the 1985 Trust, the process used to create his alleged appointment as a trustee and that he is an elected official of the Band. Attached as **Exhibits "E" and "F"** to my Affidavit, respectively are a copy of the April 1, 2014 application and the Order issued by Justice Neilson on May 16, 2014.
18. In support of their application, Roland C. Twinn, Bertha L'Hirondelle, Walter Felix Twin, Clara Midbo and Everett Justin Twin filed the Affidavit of Paul Bujold, the Chief Executive Officer of the Trusts, sworn March 5, 2014 (the "Bujold Affidavit"). The Bujold Affidavit details events, discussions and deliberations occurring at meetings among the trustees held January 21, 2014 and February 25, 2014. Attached as **Exhibit "G"** to my Affidavit is a copy of the Bujold Affidavit.
19. To date I have incurred approximately \$68,924.99 in legal expenses in relation to the Application and the application before Justice Neilson.
20. The legal expenses incurred by the other trustees in relation to the application before Justice Neilson have been paid from the assets of the Trusts. In addition, legal costs incurred by the Respondents in relation to the Application have been paid from the assets of the Trusts.
21. Attached as **Exhibits "H" and "I"** to my Affidavit are copies of the 1985 and 1986 Trust Deeds, respectively. Both trust deeds specifically authorize the reasonable reimbursement of costs incurred by a trustee incurred in the administration of the Trust.

22. Despite my objections, a majority of the trustees again authorized payment of the Sawridge Indian Band's legal fees of \$7,580.00, which were paid on or about September 15, 2014, in relation to the Band's participation in the matter before Justice Thomas regarding Action No. 1103-14112, despite the fact that such a payment is not allowed pursuant to the deeds of settlement.
23. I have attempted to discuss the issues contained in the Application with other trustees of the Trusts internally. More particularly, I have raised the issues of trustee succession, accountability, beneficiary determination, undue influence and conflict of interest on numerous occasions, including putting forward a proposal in writing shortly after the June 12, 2012 decision issued by Justice Thomas in QB Action No. 1103-14112, but have been unable to obtain any results. A recent example of this is in May 2014 when I provided a Binding Issue Resolution Process Agreement to the other trustees for their review and comment in order to set out a process in which to discuss and resolve the issues that are the subject matter of the Application. The other trustees refused and/or willfully failed to engage in this or any process. I believe that I have exhausted my ability to address these matters internally and that adjudication by the Courts has become the only avenue available to address and resolve these matters. Attached as Exhibit "J" to my Affidavit is a copy of the Binding Issue Process Agreement I circulated.
24. I swear this as evidence for the Court and for no improper purpose.

SWORN BEFORE ME at the
City of Edmonton,
in the Province of Alberta
the 8 day of December, 2014


A Commissioner for Oaths in and
for the Province of Alberta

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor


CATHERINE TWINN

Court of Queen's Bench of Alberta

Citation: 1985 Sawridge Trust v. Alberta (Public Trustee), 2012 ABQB 365

Date: 20120612
Docket: 1103 14112
Registry: Edmonton

2012 ABQB 365 (CanLII)

In the Matter of the *Trustee Act*, R.S.A. 2000, c. T-8, as amended; and

In the Matter of The Sawridge Band *Inter Vivos* Settlement Created by
Chief Walter Patrick Twinn, of the Sawridge Indian Band, No. 19, now known as
the Sawridge Indian Band, on April 15, 1985 (the "1985 Sawridge Trust")

Between:

Roland Twinn, Catherine Twinn, Walter Felix Twin, Bertha L'Hirondelle, and
Clara Midbo, As Trustees for the 1985 Sawridge Trust

This is Exhibit "A" referred to in the
Affidavit of

Respondent

- and -

Catherine Twinn

Sworn before me this 8 day

of December 2014

Public Trustee of Alberta

Crista Osualdini

Applicant

A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor

Reasons for Judgment
of the

Honourable Mr. Justice D.R.G. Thomas

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I. Introduction

[1] On April 15, 1985 the Sawridge Indian Band, No. 19, now known as the Sawridge First Nation [the "Band" or "Sawridge Band"] set up the 1985 Sawridge Trust [sometimes referred to as the "Trust" or the "Sawridge Trust"] to hold some Band property on behalf of its then members. The 1985 Sawridge Trust and other related trusts were created in the expectation that persons who had been excluded from Band membership by gender (or the gender of their parents) would be entitled to join the Band as a consequence of amendments to the *Indian Act*, R.S.C. 1985, c. I-5 which were being proposed to make that legislation compliant with the *Canadian Charter of Rights and Freedoms*, Part 1, *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11 [the "*Charter*"].

[2] The 1985 Sawridge Trust is administered by the Trustees named as Respondents in this application [the "Sawridge Trustees" or the "Trustees"] who now seek the advice and direction of this Court in respect to proposed amendments to the definition of the term "Beneficiaries" in the 1985 Sawridge Trust and confirmation of the transfer of assets into that Trust. One consequence of these proposed amendments to the 1985 Sawridge Trust would be that the entitlement of certain dependent children to share in Trust assets would be affected. There is some question as to the exact nature of the effects, although it seems to be accepted by all of those involved on this application that certain children who are presently entitled to a share in the benefits of the 1985 Sawridge Trust would be excluded if the proposed changes are approved and implemented. Another concern is that the proposed revisions would mean that certain dependent children of proposed members of the Trust would become beneficiaries and entitled to shares in the Trust, while other dependent children would be excluded.

[3] At the time of confirming the scope of notices to be given in respect to the application for advice and directions, it was observed that children who might be affected by variations to the 1985 Sawridge Trust were not represented by counsel. In my Order of August 31, 2011 [the "August 31 Order"] I directed that the Office of the Public Trustee of Alberta [the "Public Trustee"] be notified of the proceedings and invited to comment on whether it should act in respect of any existing or potential minor beneficiaries of the Sawridge Trust.

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[4] On February 14, 2012 the Public Trustee applied to be appointed as the litigation representative of minors interested in the proceedings, for the payment of advance costs on a solicitor and own client basis and exemption from liability for the costs of others. The Public Trustee also applied, for the purposes of questioning on affidavits which might be filed in this proceeding, for an advance ruling that information and evidence relating to the membership criteria and processes of the Sawridge Band is relevant material.

[5] On April 5, 2012 I heard submissions on the application by the Public Trustee which was opposed by the Sawridge Trustees and the Chief and Council of the Sawridge Band. The Trustees and the Band, through their Chief and Council, argue that the guardians of the potentially affected children will serve as adequate representatives of the interests of any minors.

[6] Ultimately in this application I conclude that it is appropriate that the Public Trustee represent potentially affected minors, that all costs of such representation be borne by the Sawridge Trust and that the Public Trustee may make inquiries into the membership and application processes and practices of the Sawridge Band.

II. The History of the 1985 Sawridge Trust

[7] An overview of the history of the 1985 Sawridge Trust provides a context for examining the potential role of the Public Trustee in these proceedings. The relevant facts are not in dispute and are found primarily in the evidence contained in the affidavits of Paul Bujold (August 30, 2011, September 12, 2011, September 30, 2011), and of Elizabeth Poitras (December 7, 2011).

[8] In 1982 various assets purchased with funds of the Sawridge Band were placed in a formal trust for the members of the Sawridge Band. In 1985 those assets were transferred into the 1985 Sawridge Trust. At the present time the value of assets held by the 1985 Sawridge Trust is approximately \$70 million. As previously noted, the beneficiaries of the Sawridge Trust are restricted to persons who were members of the Band prior to the adoption by Parliament of the *Charter* compliant definition of Indian status.

[9] In 1985 the Sawridge Band also took on the administration of its membership list. It then attempted (unsuccessfully) to deny membership to Indian women who married non-aboriginal persons: *Sawridge Band v. Canada*, 2009 FCA 123, 391 N.R. 375, leave denied [2009] S.C.C.A. No. 248. At least 11 women were ordered to be added as members of the Band as a consequence of this litigation: *Sawridge Band v. Canada*, 2003 FCT 347, [2003] 4 F.C. 748, affirmed 2004 FCA 16, [2004] 3 F.C.R. 274. Other litigation continues to the present in relation to disputed Band memberships: *Poitras v. Sawridge Band*, 2012 FCA 47, 428 N.R. 282, leave sought [2012] S.C.C.A. No. 152.

[10] At the time of argument in April 2012, the Band had 41 adult members, and 31 minors. The Sawridge Trustees report that 23 of those minors currently qualify as beneficiaries of the 1985 Sawridge Trust; the other eight minors do not.

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[11] At least four of the five Sawridge Trustees are beneficiaries of the Sawridge Trust. There is overlap between the Sawridge Trustees and the Sawridge Band Chief and Council. Trustee Bertha L'Hirondelle has acted as Chief; Walter Felix Twinn is a former Band Councillor. Trustee Roland Twinn is currently the Chief of the Sawridge Band.

[12] The Sawridge Trustees have now concluded that the definition of "Beneficiaries" contained in the 1985 Sawridge Trust is "potentially discriminatory". They seek to redefine the class of beneficiaries as the present members of the Sawridge Band, which is consistent with the definition of "Beneficiaries" in another trust known as the 1986 Trust.

[13] This proposed revision to the definition of the defined term "Beneficiaries" is a precursor to a proposed distribution of the assets of the 1985 Sawridge Trust. The Sawridge Trustees indicate that they have retained a consultant to identify social and health programs and services to be provided by the Sawridge Trust to the beneficiaries and their minor children. Effectively they say that whether a minor is or is not a Band member will not matter: see the Trustee's written brief at para. 26. The Trustees report that they have taken steps to notify current and potential beneficiaries of the 1985 Sawridge Trust and I accept that they have been diligent in implementing that part of my August 31 Order.

III. Application by the Public Trustee

[14] In its application the Public Trustee asks to be named as the litigation representative for minors whose interests are potentially affected by the application for advice and directions being made by the Sawridge Trustees. In summary, the Public Trustee asks the Court:

1. to determine which minors should be represented by it;
2. to order that the costs of legal representation by the Public Trustee be paid from the 1985 Sawridge Trust and that the Public Trustee be shielded from any liability for costs arising; and
3. to order that the Public Trustee be authorized to make inquiries through questioning into the Sawridge Band membership criteria and application processes.

The Public Trustee is firm in stating that it will only represent some or all of the potentially affected minors if the costs of its representation are paid from the 1985 Sawridge Trust and that it must be shielded from liability for any costs arising in this proceeding.

[15] The Sawridge Trustees and the Band both argue that the Public Trustee is not a necessary or appropriate litigation representative for the minors, that the costs of the Public Trustee should not be paid by the Sawridge Trust and that the criteria and mechanisms by which the Sawridge

2012 ABQB 365 (CanLII)

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Band identifies its members is not relevant and, in any event, the Court has no jurisdiction to make such determinations.

IV. Should the Public Trustee be Appointed as a Litigation Representative?

[16] Persons under the age of 18 who reside in Alberta may only participate in a legal action via a litigation representative: *Alberta Rules of Court*, Alta Reg 124/2010, s. 2.11(a) [the “Rules”, or individually a “Rule”]. The general authority for the Court to appoint a litigation representative is provided by *Rule*, 2.15. A litigation representative is also required where the membership of a trust class is unclear: *Rule*, 2.16. The common-law *parens patriae* role of the courts (*E. v. Eve (Guardian Ad Litem)*; [1986] 2 S.C.R. 388, 31 D.L.R. (4th) 1) allows for the appointment of a litigation representative when such action is in the best interests of a child. The *parens patriae* authority serves to supplement authority provided by statute: *R.W. v. Alberta (Child, Youth and Family Enhancement Act Director)*, 2010 ABCA 412 at para. 15, 44 Alta. L.R. (5th) 313. In summary, I have the authority in these circumstances to appoint a litigation representative for minors potentially affected by the proposed changes to the 1985 Sawridge Trust definition of “Beneficiaries”.

[17] The Public Trustee takes the position that it would be an appropriate litigation representative for the minors who may be potentially affected in an adverse way by the proposed redefinition of the term “Beneficiaries” in the 1985 Sawridge Trust documentation and also in respect to the transfer of the assets of that Trust. The alternative of the Minister of Aboriginal Affairs and Northern Development applying to act in that role, as potentially authorized by the *Indian Act*, R.S.C. 1985, c. I-5, s. 52, has not occurred, although counsel for the Minister takes a watching role.

[18] In any event, the Public Trustee argues that it is an appropriate litigation representative given the scope of its authorizing legislation. The Public Trustee is capable of being appointed to supervise trust entitlements of minors by a trust instrument (*Public Trustee Act*, S.A. 2004, c. P-44.1, s. 21) or by a court (*Public Trustee Act*, s. 22). These provisions apply to all minors in Alberta.

A. Is a litigation representative necessary?

[19] Both The Sawridge Trustees and Sawridge Band argue that there is no need for a litigation representative to be appointed in these proceedings. They acknowledge that under the proposed change to the definition of the term “Beneficiaries” no minors could be part of the 1985 Sawridge Trust. However, that would not mean that this class of minors would lose access to any resources of the Sawridge Trust; rather it is said that these benefits can and will be funnelled to those minors through those of their parents who are beneficiaries of the Sawridge Trust, or minors will become full members of the Sawridge Trust when they turn 18 years of age.

[20] In the meantime the interests of the affected children would be defended by their parents. The Sawridge Trustees argue that the Courts have long presumptively recognized that parents will act in the best interest of their children, and that no one else is better positioned to care for and make decisions that affect a child: *R.B. v. Children's Aid Society of Metropolitan Toronto*, [1995] 1 S.C.R. 315 at 317-318, 122 D.L.R. (4th) 1. Ideally, a parent should act as a 'next friend' [now a 'litigation representative' under the new Rules]: *V.B. v. Alberta (Minister of Children's Services)*, 2004 ABQB 788 at para. 19, 365 A.R. 179; *C.H.S. v. Alberta (Director of Child Welfare)*, 2008 ABQB 620, 452 A.R. 98.

[21] The Sawridge Trustees take the position at para. 48 of its written brief that:

[i]t is anachronistic to assume that the Public Trustee knows better than a First Nation parent what is best for the children of that parent.

The Sawridge Trustees observe that the parents have been notified of the plans of the Sawridge Trust, but none of them have commented, or asked for the Public Trustee to intervene on behalf of their children. They argue that the silence of the parents should be determinative.

[22] The Sawridge Band argues further that no conflict of interest arises from the fact that certain Sawridge Trustees have served and continue to serve as members of the Sawridge Band Chief and Council. At para. 27 of its written brief, the Sawridge Band advances the following argument:

... there is no conflict of interest between the fiduciary duty of a Sawridge Trustee administering the 1985 Trust and the duty of impartiality for determining membership application for the Sawridge First Nation. The two roles are separate and have no interests that are incompatible. The Public Trustee has provided no explanation for why or how the two roles are in conflict. Indeed, the interests of the two roles are more likely complementary.

[23] In response the Public Trustee notes the well established fiduciary obligation of a trustee in respect to trust property and beneficiaries: *Sharbern Holding Inc. v. Vancouver Airport Centre Ltd.*, 2011 SCC 23 at para. 148, [2011] 2 S.C.R. 175. It observes that a trustee should avoid potential conflict scenarios or any circumstance that is "... ambiguous ... a situation where a conflict of interest and duty might occur ..." (citing D. W. M. Waters, M. Gillen and L. Smith, eds., *Waters' Law of Trusts in Canada*, 3rd ed. (Toronto: Thomson Carswell, 2005), at p. 914 [*"Waters' Law of Trusts"*]). Here, the Sawridge Trustees are personally affected by the assignment of persons inside and outside of the Trust. However, they have not taken preemptive steps, for example, to appoint an independent person or entity to protect or oversee the interests of the 23 minors, each of whom the Sawridge Trustees acknowledge could lose their beneficial interest in approximately \$1.1 million in assets of the Sawridge Trust.

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[24] In these circumstances I conclude that a litigation representative is appropriate and required because of the substantial monetary interests involved in this case. The Sawridge Trustees have indicated that their plan has two parts:

firstly, to revise and clarify the definition of "Beneficiaries" under the 1985 Sawridge Trust; and

secondly, then seek direction to distribute the assets of the 1985 Sawridge Trust with the new amended definition of beneficiary.

While I do not dispute that the Sawridge Trustees plan to use the Trust to provide for various social and health benefits to the beneficiaries of the Trust and their children, I observe that to date the proposed variation to the 1985 Sawridge Trust does not include a *requirement* that the Trust distribution occur in that manner. The Trustees could, instead, exercise their powers to liquidate the Sawridge Trust and distribute approximate \$1.75 million shares to the 41 adult beneficiaries who are the present members of the Sawridge Band. That would, at a minimum, deny 23 of the minors their current share of approximately \$1.1 million each.

[25] It is obvious that very large sums of money are in play here. A decision on who falls inside or outside of the class of beneficiaries under the 1985 Sawridge Trust will significantly affect the potential share of those inside the Sawridge Trust. The key players in both the administration of the Sawridge Trust and of the Sawridge Band overlap and these persons are currently entitled to shares of the Trust property. The members of the Sawridge Band Chief and Council are elected by and answer to an interested group of persons, namely those who will have a right to share in the 1985 Sawridge Trust. These facts provide a logical basis for a concern by the Public Trustee and this Court of a potential for an unfair distribution of the assets of the 1985 Sawridge Trust.

[26] I reject the position of the Sawridge Band that there is no potential for a conflict of interest to arise in these circumstances. I also reject as being unhelpful the argument of the Sawridge Trustees that it is "anachronistic" to give oversight through a public body over the wisdom of a "First Nations parent". In Alberta, persons under the age of 18 are minors and their racial and cultural backgrounds are irrelevant when it comes to the question of protection of their interests by this Court.

[27] The essence of the argument of the Sawridge Trustees is that there is no need to be concerned that the current and potential beneficiaries who are minors would be denied their share of the 1985 Sawridge Trust; that their parents, the Trustees, and the Chief and Council will only act in the best interests of those children. One, of course, hopes that that would be the case, however, only a somewhat naive person would deny that, at times, parents do not always act in the best interests of their children and that elected persons sometimes misuse their authority for personal benefit. That is why the rules requiring fiduciaries to avoid conflicts of interest is so strict. It is a rule of very longstanding and applies to all persons in a position of trust.

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[28] I conclude that the appointment of the Public Trustee as a litigation representative of the minors involved in this case is appropriate. No alternative representatives have come forward as a result of the giving of notice, nor have any been nominated by the Respondents. The Sawridge Trustees and the adult members of the Sawridge Band (including the Chief and Council) are in a potential conflict between their personal interests and their duties as fiduciaries.

[29] This is a 'structural' conflict which, along with the fact that the proposed beneficiary definition would remove the entitlement to some share in the assets of the Sawridge Trust for at least some of the children, is a sufficient basis to order that a litigation representative be appointed. As a consequence I have not considered the history of litigation that relates to Sawridge Band membership and the allegations that the membership application and admission process may be suspect. Those issues (if indeed they are issues) will be better reviewed and addressed in the substantive argument on the adoption of a new definition of "Beneficiaries" under the revised 1985 Sawridge Trust.

B. Which minors should the Public Trustee represent?

[30] The second issue arising is who the Public Trustee ought to represent. Counsel for the Public Trustee notes that the Sawridge Trustees identify 31 children of current members of the Band. Some of these persons, according to the Sawridge Trustees, will lose their current entitlement to a share in the 1985 Sawridge Trust under the new definition of "Beneficiaries". Others may remain outside the beneficiary class.

[31] There is no question that the 31 children who are potentially affected by this variation to the Sawridge Trust ought to be represented by the Public Trustee. There are also an unknown number of potentially affected minors, namely, the children of applicants seeking to be admitted into membership of the Sawridge Band. These candidate children, as I will call them, could, in theory, be represented by their parents. However, that potential representation by parents may encounter the same issue of conflict of interest which arises in respect to the 31 children of current Band members.

[32] The Public Trustee can only identify these candidate children via inquiry into the outstanding membership applications of the Sawridge Band. The Sawridge Trustees and Band argue that this Court has no authority to investigate those applications and the application process. I will deal in more detail with that argument in Part VI of this decision.

[33] The candidate children of applicants for membership in the Sawridge Band are clearly a group of persons who may be readily ascertained. I am concerned that their interest is also at risk. Therefore, I conclude that the Public Trustee should be appointed as the litigation representative not only of minors who are children of current Band members, but also the children of applicants for Band membership who are also minors.

V. The Costs of the Public Trustee

[34] The Public Trustee is clear that it will only represent the minors involved here if:

1. advance costs determined on a solicitor and own client basis are paid to the Public Trustee by the Sawridge Trust; and
2. that the Public Trustee is exempted from liability for the costs of other litigation participants in this proceeding by an order of this Court.

[35] The Public Trustee says that it has no budget for the costs of this type of proceedings, and that its enabling legislation specifically includes cost recovery provisions: *Public Trustee Act*, ss. 10, 12(4), 41. The Public Trustee is not often involved in litigation raising aboriginal issues. As a general principle, a trust should pay for legal costs to clarify the construction or administration of that trust: *Deans v. Thachuk*, 2005 ABCA 368 at paras. 42-43, 261 D.L.R. (4th) 300, leave denied [2005] S.C.C.A. No. 555.

[36] Further, the Public Trustee observes that the Sawridge Trustees are, by virtue of their status as current beneficiaries of the Trust, in a conflict of interest. Their fiduciary obligations require independent representation of the potentially affected minors. Any litigation representative appointed for those children would most probably require payment of legal costs. It is not fair, nor is it equitable, at this point for the Sawridge Trustees to shift the obligation of their failure to nominate an independent representative for the minors to the taxpayers of Alberta.

[37] Aline Huzar, June Kolosky, and Maurice Stoney agree with the Public Trustee and observe that trusts have provided the funds for litigation representation in aboriginal disputes: *Horse Lake First Nation v. Horseman*, 2003 ABQB 114, 337 A.R. 22; *Blueberry Interim Trust (Re)*, 2012 BCSC 254.

[38] The Sawridge Trustees argue that the Public Trustee should only receive advance costs on a full indemnity basis if it meets the strict criteria set out in *Little Sisters Book and Art Emporium v. Canada (Commissioner of Customs and Revenue)*, 2007 SCC 2, [2007] 1 S.C.R. 38 ["*Little Sisters*"] and *R. v. Caron*, 2011 SCC 5, [2011] 1 S.C.R. 78. They say that in this instance the Public Trustee can afford to pay, the issues are not of public or general importance and the litigation will proceed without the participation of the Public Trustee.

[39] Advance costs on a solicitor and own client basis are appropriate in this instance, as well as immunization against costs of other parties. The *Little Sisters* criteria are intended for advance costs by a litigant with an independent interest in a proceeding. Operationally, the role of the Public Trustee in this litigation is as a neutral 'agent' or 'officer' of the court. The Public Trustee will hold that position only by appointment by this Court. In these circumstances, the Public Trustee operates in a manner similar to a court appointed receiver, as described by Dickson J.A. (as he then was) in *Braid Builders Supply & Fuel Ltd. v. Genevieve Mortgage Corp. Ltd.* (1972), 29 D.L.R. (3d) 373, 17 C.B.R. (N.S.) 305 (Man. C.A.):

Page: 10

In the performance of his duties the receiver is subject to the order and direction of the Court, not the parties. The parties do not control his acts nor his expenditures and cannot therefore in justice be accountable for his fees or for the reimbursement of his expenditures. It follows that the receiver's remuneration must come out of the assets under the control of the Court and not from the pocket of those who sought his appointment.

In this case, the property of the Sawridge Trust is the equivalent of the "assets under control of the Court" in an insolvency. Trustees in bankruptcy operate in a similar way and are generally indemnified for their reasonable costs: *Residential Warranty Co. of Canada Inc. (Re)*, 2006 ABQB 236, 393 A.R. 340, affirmed 2006 ABCA 293, 275 D.L.R. (4th).

[40] I have concluded that a litigation representative is appropriate in this instance. The Sawridge Trustees argue this litigation will proceed, irrespective of whether or not the potentially affected children are represented. That is not a basis to avoid the need and cost to represent these minors; the Sawridge Trustees cannot reasonably deny the requirement for independent representation of the affected minors. On that point, I note that the Sawridge Trustees did not propose an alternative entity or person to serve as an independent representative in the event this Court concluded the potentially affected minors required representation.

[41] The Sawridge Band cites recent caselaw where costs were denied parties in estate matters. These authorities are not relevant to the present scenario. Those disputes involved alleged entitlement of a person to a disputed estate; the litigant had an interest in the result. That is different from a court-appointed independent representative. A homologous example to the Public Trustee's representation of the Sawridge Trust potential minor beneficiaries would be a dispute on costs where the Public Trustee had represented a minor in a dispute over a last will and testament. In such a case this Court has authority to direct that the costs of the Public Trustee become a charge to the estate: *Public Trustee Act*, s. 41(b).

[42] The Public Trustee is a neutral and independent party which has agreed to represent the interests of minors who would otherwise remain unrepresented in proceedings that may affect their substantial monetary trust entitlements. The Public Trustee's role is necessary due to the potential conflict of interest of other litigants and the failure of the Sawridge Trustees to propose alternative independent representation. In these circumstances, I conclude that the Public Trustee should receive full and advance indemnification for its participation in the proceedings to make revisions to the 1985 Sawridge Trust.

VI. Inquiries into the Sawridge Band Membership Scheme and Application Processes

[43] The Public Trustee seeks authorization to make inquiries, through questioning under the *Rules*, into how the Sawridge Band determines membership and the status and number of applications before the Band Council for membership. The Public Trustee observes that the

Page: 11

application process and membership criteria as reported in the affidavit of Elizabeth Poitras appears to be highly discretionary, with the decision-making falling to the Sawridge Band Chief and Council. At paras. 25 - 29 of its written brief, The Public Trustee notes that several reported cases suggest that the membership application and review processes may be less than timely and may possibly involve irregularities.

[44] The Band and Trustees argue that the Band membership rules and procedure should not be the subject of inquiry, because:

- A. those subjects are irrelevant to the application to revise certain aspects of the 1985 Sawridge Trust documentation; and
 - B. this Court has no authority to review or challenge the membership definition and processes of the Band; as a federal tribunal decisions of a band council are subject to the exclusive jurisdiction of the Federal Court of Canada: *Federal Courts Act*, R.S.C. 1985, c. F-7, s. 18.
- A. In this proceeding are the Band membership rules and application processes relevant?**

[45] The Band Chief and Council argue that the rules of the Sawridge Band for membership and application for membership and the existence and status of any outstanding applications for such membership are irrelevant to this proceeding. They stress at para. 16 of their written brief that the "Advice and Direction Application" will not ask the Court to identify beneficiaries of the 1985 Sawridge Trust, and state further at para. 17 that "... the Sawridge First Nation is fully capable of determining its membership and identifying members of the Sawridge First Nation." They argue that any question of trust entitlement will be addressed by the Sawridge Trustees, in due course.

[46] The Sawridge Trustees also argue that the question of yet to be resolved Band membership issues is irrelevant, simply because the Public Trustee has not shown that Band membership is a relevant consideration. At para. 108 of its written brief the Sawridge Trustees observe that the fact the Band membership was in flux several years ago, or that litigation had occurred on that topic, does not mean that Band membership remains unclear. However, I think that argument is premature. The Public Trustee seeks to investigate these issues not because it has *proven* Band membership is a point of uncertainty and dispute, but rather to reassure itself (and the Court) that the beneficiary class can and has been adequately defined.

[47] The Public Trustee explains its interest in these questions on several bases. The first is simply a matter of logic. The terms of the 1985 Sawridge Trust link membership in the Band to an interest in the Trust property. The Public Trustee notes that one of the three 'certainties' of a valid trust is that the beneficiaries can be "ascertained", and that if identification of Band membership is difficult or impossible, then that uncertainty feeds through and could disrupt the "certainty of object": *Waters' Law of Trusts* at p. 156-157.

[48] The Public Trustee notes that the historical litigation and the controversy around membership in the Sawridge Band suggests that the 'upstream' criteria for membership in the Sawridge Trust may be a subject of some dispute and disagreement. In any case, it occurs to me that it would be peculiar if, in varying the definition of "Beneficiaries" in the trust documents, that the Court did not make some sort inquiry as to the membership application process that the Trustees and the Chief and Council acknowledge is underway.

[49] I agree with the Public Trustee. I note that the Sawridge Band Chief and Council argue that the Band membership issue is irrelevant and immaterial because Band membership will be clarified at the appropriate time, and the proper persons will then become beneficiaries of the 1985 Sawridge Trust. It contrasts the actions of the Sawridge Band and Trustees with the scenario reported in *Barry v. Garden River Band of Ojibways* (1997), 33 O.R. (3d) 782, 147 D.L.R. (4th) 61 (Ont. C.A.), where premature distribution of a trust had the effect of denying shares to potential beneficiaries whose claims, via band membership, had not yet crystalized. While the Band and Trustees stress their good intentions, this Court has an obligation to make inquiries as to the procedures and status of Band memberships where a party (or its representative) who is potentially a claimant to the Trust queries whether the beneficiary class can be "ascertained". In coming to that conclusion, I also note that the Sawridge Trustees acknowledge that the proposed revised definition of "Beneficiaries" may exclude a significant number of the persons who are currently within that group.

B. Exclusive jurisdiction of the Federal Court of Canada

[50] The Public Trustee emphasizes that its application is not to challenge the procedure, guidelines, or otherwise "interfere in the affairs of the First Nations membership application process". Rather, the Public Trustee says that the information which it seeks is relevant to evaluate and identify the beneficiaries of the 1985 Sawridge Trust. As such, it seeks information in respect to Band membership processes, but not to affect those processes. They say that this Court will not intrude into the jurisdiction of the Federal Court because that is not 'relief' against the Sawridge Band Chief and Council. Disclosure of information by a federal board, commission, or tribunal is not a kind of relief that falls into the exclusive jurisdiction of the Federal Courts, per *Federal Court Act*, s. 18.

[51] As well, I note that the "exclusive jurisdiction" of statutory courts is not as strict as alleged by the Trustees and the Band Chief and Council. In *783783 Alberta Ltd. v. Canada (Attorney General)*, 2010 ABCA 226, 322 D.L.R. (4th) 56, the Alberta Court of Appeal commented on the jurisdiction of the Tax Court of Canada, which per *Tax Court of Canada Act*, R.S.C. 1985, c. T-2, s. 12 has "exclusive original jurisdiction" to hear appeals of or references to interpret the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp). The Supreme Court of Canada in *Canada v. Addison & Lyeon Ltd.*, 2007 SCC 33, 365 N.R. 62 indicated that interpretation of the *Income Tax Act* was the sole jurisdiction of the Tax Court of Canada (para. 7), and that (para. 11):

... The integrity and efficacy of the system of tax assessments and appeals should be preserved. Parliament has set up a complex structure to deal with a multitude of tax-related claims and this structure relies on an independent and specialized court, the Tax Court of Canada. Judicial review should not be used to develop a new form of incidental litigation designed to circumvent the system of tax appeals established by Parliament and the jurisdiction of the Tax Court. ...

[52] The legal issue in *783783 Alberta Ltd. v. Canada (Attorney General)* was an unusual tort claim against the Government of Canada for what might be described as "negligent taxation" of a group of advertisers, with the alleged effect that one of two competing newspapers was disadvantaged. Whether the advertisers had or had not paid the correct income tax was a necessary fact to be proven at trial to establish that injury: paras. 24-25. The Alberta Court of Appeal concluded that the jurisdiction of a provincial superior court includes whatever statutory interpretation or application of fact to law that is necessary for a given issue, in that case a tort: para. 28. In that sense, the trial court was free to interpret and apply the *Income Tax Act*, provided in doing so it did not determine the income tax liability of a taxpayer: paras. 26-27.

[53] I conclude that it is entirely within the jurisdiction of this Court to examine the Band's membership definition and application processes, provided that:

1. investigation and commentary is appropriate to evaluate the proposed amendments to the 1985 Sawridge Trust, and
2. the result of that investigation does not duplicate the exclusive jurisdiction of the Federal Court to order "relief" against the Sawridge Band Chief and Council.

[54] Put another way, this Court has the authority to examine the band membership processes and evaluate, for example, whether or not those processes are discriminatory, biased, unreasonable, delayed without reason, and otherwise breach *Charter* principles and the requirements of natural justice. However, I do not have authority to order a judicial review remedy on that basis because that jurisdiction is assigned to the Federal Court of Canada.

[55] In the result, I direct that the Public Trustee may pursue, through questioning, information relating to the Sawridge Band membership criteria and processes because such information may be relevant and material to determining issues arising on the advice and directions application.

VII. Conclusion

[56] The application of the Public Trustee is granted with all costs of this application to be calculated on a solicitor and its own client basis.

Page: 14

Heard on the 5th day of April, 2012.

Dated at the City of Edmonton, Alberta this 12th day of June, 2012.

D.R.G. Thomas
J.C.Q.B.A.

Appearances:

Ms. Janet L. Hutchison
(Chamberlain Hutchison)
for the Public Trustee / Applicants

Ms. Doris Bonora,
Mr. Marco S. Poretti
(Reynolds, Mirth, Richards & Farmer LLP)
for the Sawridge Trustees / Respondents

Mr. Edward H. Molstad, Q.C.
(Parlee McLaws LLP)
for the Sawridge Band / Respondents

2012 ABQB 365 (CanLit)



MCLENNAN ROSS LLP
LEGAL COUNSEL

COPY

Our File Reference: 281946

Karen A. Platten, Q.C.
Direct Line: (780) 482-9278
e-mail: kplatten@mross.com

Amanda Riboreau, Assistant
Direct Line: (780) 482-9275

Fax: (780) 482-9102
PLEASE REPLY TO EDMONTON OFFICE

May 12, 2014

VIA FAX

Court of Queen's Bench of Alberta
Main Flr., Law Courts
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

Attention: Sharon Hinz, Commercial Duty/Case Management Court Coordinator

Dear Madam:

Re: Sawridge Trusts

Further to the above-noted matter, please note that Justice Thomas has agreed to hear this matter on August 8, 2014 at 10:00 a.m., and as such, we ask that you kindly confirm this date and time.

Thank you for your assistance with this matter, should you require anything further please do not hesitate to contact me.

Yours truly,

KAREN A. PLATTEN, Q.C.

KAP/ar

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This is Exhibit "B" referred to in the
Affidavit of

Catherine Twinn
Sworn before me this 8 day
of December 20 14
Osualdi

A Commissioner for Oaths
in and for the Province of Alberta

Edmonton Office
600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
p. 780.482.9200
f. 780.482.9100
cf. 1.800.567.9200

Calgary Office
1600 Stock Exchange Tower
300 - 5th Avenue SW
Calgary, AB T2P 3C4
p. 403.543.9120
f. 403.543.9150
cf. 1.888.543.9120

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at Yellowknife Office
of the Lieutenant Governor of the Northwest Territories
1001 Precambrian Building
4920 - 52nd Street
Yellowknife, NT X1A 3T1
p. 867.766.7677
f. 867.766.7678
cf. 1.888.836.6684

- 6 -

6. Confidentiality

The Trustees shall maintain the confidentiality of the deliberations of the Trustees and of any other confidential information imparted to the Trustees including information received from the Sawridge Corporations and their businesses and affairs.

This is Exhibit "C" referred to in the
Affidavit of

Catherine Turner

Sworn before me this 8 day

of December, 2014

C. Osuoldini

A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osuoldini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor



MCLENNAN ROSS LLP
LEGAL COUNSEL

COPY

Our File Reference: 281946

Karen A. Platten, Q.C.
Direct Line: (780) 482-9278
e-mail: kplatten@mross.com

Your File Reference: 551860-1-DCEB

Christina Babcock, Assistant
Direct Line: (780) 482-9275

November 4, 2014

Fax: (780) 482-9102

PLEASE REPLY TO EDMONTON OFFICE

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V8

This is Exhibit "D" referred to in the
Affidavit of

Catherine Twinn
Sworn before me this 8 day
of December 2014
C. Osualdini

Attention: Doris C.E. Bonora

A Commissioner for Oaths
in and for the Province of Alberta
Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Province

Dear Madam:

**Re: Catherine Twinn v. Roland Twinn, Bertha L'Hirondelle and Everett Justin
Twinn, as Trustees for the Sawridge Trusts
Court of Queen's Bench Action No. 1403-04885**

We are writing in regards to the unfiled Affidavit of Catherine Twinn that was provided to you in support of Ms. Twinn's application that was adjourned *sine die* (the "Application") to be heard in Special Chambers.

As discussed, our client is concerned about the confidentiality of the information contained in her Affidavit and one way to address this is to seek a sealing order or publication ban. In prior correspondence, you advised that it was your view that applying for a sealing order may bring more media attention to these issues than what would otherwise occur. It is our understanding that your client is of the view that Ms. Twinn should file her Affidavit without seeking a sealing order or publication ban.

Our client is prepared to not seek a sealing order or publication ban, so long as your client provides their confirmation that they will not take action against Ms. Twinn on the basis that the filing of her Affidavit breaches any obligations of confidentiality

Edmonton Office
600 West Chambers
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f. 780.482.9100
cf. 1.800.567.9200

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350 - 7th Avenue SW
Calgary, AB T2P 3N9
p. 403.543.9120
f. 403.543.9150
cf. 1.888.543.9120

Yellowknife Office
301, 5109 - 48th Street
Yellowknife, NT X1A 1N5
p. 867.766.7677
f. 867.766.7678
cf. 1.888.836.6684

- 2 -

that she may have as a Trustee of the Trusts or otherwise. We would ask that your client provide their position by no later than November 6, 2014. In the event your client has a concern about the confidentiality of these records, we will proceed to bring an application for advice and direction of the Court on the appropriate way to proceed.

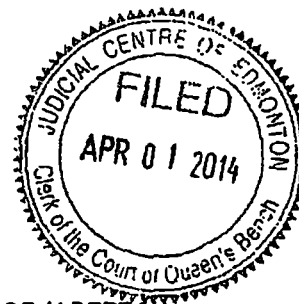
We await your response.

Yours truly,

KAREN A. PLATTEN, Q.C.

KAP/ar

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Clerk's stamp:

COURT FILE NUMBER

1403 04885

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

This is Exhibit "E" referred to in the Affidavit of

Catherine Twinn

Sworn before me this 8 day

of December 2014

C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

APPLICANTS

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor

ROLAND TWINN,
WALTER FELIX TWIN,
BERTHA L'HIRONDELLE, and
CLARA MIDBO,
EVERETT JUSTIN TWIN, as Trustees for the
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

Originating
APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora
Telephone: (780) 423-7100
Fax: (780) 423-7264
File No: 551860-001-DCEB

NOTICE TO RESPONDENT

This application is made against you. You are the respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in court when the application is heard as shown below:

Date: April 9, 2014

Time: 10:00 AM

Where: Law Courts Building, Edmonton, Alberta

Before: Justice in Chambers

Go to the end of this document to see what else you can do and when you must do it.

- 2 -

Relief claimed or sought:

1. An order abridging the time for service of this application and supporting materials, and an order validating service of this application and any supporting materials to be good and sufficient, if necessary.
2. An order directing that the assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") be transferred from the current trustees of the trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("the current trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Clara Midbo and Everett Justin Twin ("new trustees").
3. An order directing that the administrator of the trusts to be at liberty to take any and all steps necessary and to execute any and all documents necessary to transfer the assets from the current trustees to the new trustees.
4. Costs of this application payable on a solicitor and client basis by a trustee who required the application be made or payable by the Sawridge Trusts.
5. Such further and other relief as this Honourable Court deems just and appropriate.

Grounds for making this application:

6. Walter Felix Twin, one of the trustees of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust, resigned.
7. The Sawridge Band Inter Vivos Settlement requires that there be five trustees of the trust.
8. The selection of the new trustee may be done by majority vote. Everett Justin Twin was selected as a new trustee of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust.
9. As the assets in the trust are held jointly by the trustees, it is necessary for the current trustees to transfer the assets of the trusts to the new trustees as a group.
10. The current trustees, with the exception of Catherine Twinn, have signed the necessary documents to effect a transfer of the respective trust assets from the current trustees to the new trustees.

- 3 -

11. Catherine Twinn has refused or neglected to sign the necessary documents to effect the transfer of assets.
12. It is necessary that the assets be transferred and it appears that it is impossible to proceed without the assistance of the Court.
13. The applicant will rely on such further and other grounds as counsel may advise and that this Honourable Court may permit.

Material or evidence to be relied upon:

14. Affidavit of Paul Bujold, filed.
15. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

16. Alberta Rules of Court.
17. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable acts and regulations:

18. Trustee Act, RSA 2000, c. T-8, and regulations and amendments thereto.
19. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

How the application is proposed to be heard or considered:

20. In person, with all parties presents.

Warning

If you cannot come to court either in person or by your lawyer, the court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicants a reasonable time before the application is heard or considered.

COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTREThis is Exhibit "F" referred to in the
Affidavit ofCatherine TwinnSworn before me this 8 dayof December 2014C. OsualdiniA Commissioner for Oaths
in and for the Province of Alberta

APPLICANT'S

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor

RESPONDENT

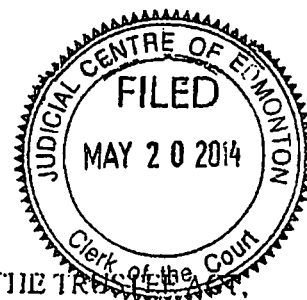
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ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Clerk's stamp:

1403 04885

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,
R.S.A. 2000, c. T-8, AS AMENDEDIN THE MATTER OF THE SAWRIDGE
BAND INTER VIVOS SETTLEMENT and
THE SAWRIDGE TRUST
("Sawridge Trusts")ROLAND TWINN,
EVERETT JUSTIN TWIN
WALTER FELIX TWIN,
BERTHA L'HIRONDELLE, and
CLARA MIDBO, as Trustees for the
Sawridge Trusts

CATHERINE TWINN

ORDER

Attention: Doris Bonora
Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V8Telephone: (780) 423-7188
Fax: (780) 423-7276
File No: 551860-1-DCEB

Date on which Order Pronounced: May 16, 2014

Location of hearing or trial: Edmonton, Alberta

Name of Justice who made this Order: K. G. Nielsen

UPON the application of the Trustees of the Sawridge Trusts; AND UPON being advised that
direction was required to transfer the joint assets of the Sawridge Trusts; AND UPON being
referred to the contents of the affidavits of Paul Bujold and Brian Heidecker AND UPON

- 2 -

hearing counsel for the Trustees of the Sawridge Trusts and counsel for Catherine Twinn, IT IS
HEREBY ORDERED AND DECLARED as follows:

1. The assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") shall be transferred from the five previous trustees of the Sawridge Trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Walter Felix Twin and Clara Midbo ("the previous trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Clara Midbo and Everett Justin Twin ("new trustees").
2. The administrator of the trusts, Paul Bujold, shall take any and all steps necessary and shall execute any and all documents necessary to transfer the assets from the previous trustees to the new trustees.
3. This order is made without prejudice to the right of Catherine Twinn to pursue an action to determine the eligibility of Everett Justin Twin to be appointed as a trustee of the Sawridge Band Inter Vivos Settlement.

D. Yungwirth

FCV Mr. Justice K. G. Nielsen

APPROVED AS TO FORM BY:

McLENNAN ROSS LLP

Per: Karen Platten

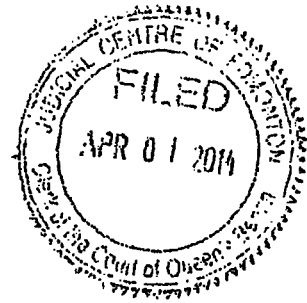
Karen Platten
Solicitors for Catherine Twinn

BENTONS CANADA LLP

Per: Doris Benora

Doris Benora
Counsel for the Trustees

Clerk's stamp:



COURT FILE NUMBER

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA

EDMONTON

JUDICIAL CENTRE

This is Exhibit "G" referred to in the Affidavit of

Catherine TwinnSworn before me this 8 dayof December 2014C. OsualdiniA Commissioner for Oaths
in and for the Province of Alberta

IN THE MATTER OF THE TRUSTEE ACT,

R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND
INTER VIVOS SETTLEMENT and THE
SAWRIDGE TRUST ("Sawridge Trusts")

APPLICANTS

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant GovernorROLAND TWINN,
WALTER FELIX TWIN,
BERTHA L'HIRONDELLE, and
CLARA MIDBO,
EVERETT JUSTIN TWIN, as Trustees for the
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

AFFIDAVIT OF PAUL BUJOLDADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENTDentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5Attention: Doris C.E. Bonora
Telephone: (780) 423-7100
Fax: (780) 423-72764
File No: 551860-001-DCEB

AFFIDAVIT OF PAUL BUJOLD

Sworn on the 5 day of March, 2014

I, Paul Bujold, of Edmonton, Alberta make oath and say that:

1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985 Trust") and the Sawridge Band Trust created in 1986 (hereinafter referred to as the "1986 Trust"), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon

- 2 -

information and belief, in which case I verily believe the same to be true. The Deed of the 1985 Trust and 1986 Trust is attached hereto as Exhibit "A" to this my affidavit. The 1985 Trust and 1986 Trusts are hereinafter referred to as the "Sawridge Trusts".

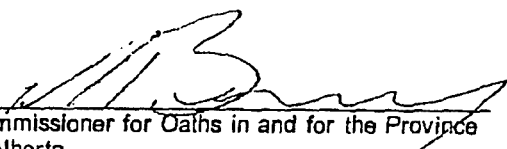
2. I make this affidavit in support of an application for the advice and direction of the Court respecting the transfer of the assets held in trust in the Sawridge Trusts.
3. Prior to January 21, 2014 there were five trustees of the Sawridge Trusts: Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn and Walter Felix Twin (hereinafter referred to as the "Trustees").
4. On January 21, 2014, the resignation of Walter Felix Twin was accepted by the Trustees by majority vote. Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("Continuing Trustees") were to continue as trustees for the Sawridge Trusts.
5. On January 21, 2014, by majority vote, the Trustees voted to appoint a new Trustee being Everett Justin Twin. The 1985 Trust requires that there be a minimum number of 5 trustees.
6. On January 21, 2014 the Trustees including the new Trustee, Everett Justin Twin, were asked to sign a Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts. The Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts is attached hereto as Exhibit "B".
7. As part of the process for the appointment of the new trustee it is necessary to transfer the assets from the group of Continuing Trustees to the group of Continuing Trustees and the new Trustee. The Deed of Resignation and Appointment of Trustees contains a transfer and assignment of trust assets.
8. One of the Trustees, Catherine Twinn, did not approve nor oppose the appointment of the new trustee and has not signed the Deed of Resignation and Appointment of Trustee. All of the other trustees signed the Deed of Resignation and Appointment of Trustee.
9. At a meeting of the Sawridge Trustees held February 25, 2014, Catherine Twinn was asked by the chair of the Sawridge Trustees, Brian Heidecker, if she was prepared to sign the Deed for the Appointment and Resignation of a Trustee. Catherine Twinn stated that she was not ready to sign the Deed of Appointment and Resignation as she had been on vacation and wanted to meet with the new Trustee alone. The Deeds have been available for review by the Trustees since early January.

- 3 -

10. In order to transfer the assets of the Sawridge trusts, it is necessary for the Trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the Continuing Trustees and the new trustee. Thus, while the new trustee is appointed properly by majority vote, the trust assets cannot be transferred to him because Catherine Twinn will not sign the Deed of Resignation and Appointment of Trustee.
11. At the February 25, 2014 Sawridge Trustee meeting, the trustees voted to take the appropriate steps to affect the appointment of Everett Justin Twin as a trustee and to transfer the assets from the continuing and former trustees to the continuing trustees and new trustee.
12. We must seek the Court's assistance to transfer legal ownership of the assets of the Sawridge Trusts to the Continuing Trustees and new trustee.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR OATHS AT EDMONTON ALBERTA ON March 5, 2014.


PAUL BUJOLD


Commissioner for Oaths in and for the Province
of Alberta

MICHAEL ALEC BENNING
Commission Expires Oct. 19, 2015

Appointment Expiry Date

This is Exhibit "A" referred to in the
Affidavit of

PAUL BESOLD

Sworn before me this _____ day

of March, A.D., 2014

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

MICHAEL ALEC BENNING

Commission Expires Oct. 19, 2015

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15th
day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,
of the Sawridge Indian Band,
No. 19, Slave Lake, Alberta,
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,
GEORGE V. TWIN and SAMUEL G. TWIN,
of the Sawridge Indian Band,
No. 19, Slave Lake, Alberta,
(hereinafter collectively called
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

A0076

- 2 -

of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

A0077

- 3 -

would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

A0078

- 4 -

No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

A0079

- 5 -

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4. The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

A0080

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power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

A0081

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The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

A0082

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8. The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

A0083

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including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

A0084

- 10 -

act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

A0085

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Alberta.

IN WITNESS WHEREOF the parties hereto have
executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:

Bruce E. Thom
NAME
Box 326, Slave Lake, Alta
ADDRESS

A. Settlor

B. Trustees:

Bruce E. Thom
NAME
Box 326, Slave Lake, Alta
ADDRESS

1.

Bruce E. Thom
NAME
Box 326, Slave Lake, Alta
ADDRESS

2.

Bruce E. Thom
NAME
Box 326, Slave Lake, Alta
ADDRESS

3.

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

THE SAWRIDGE TRUST

DECLARATION OF TRUST

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986.

BETWEEN:

CHIEF WALTER P. TWINN,
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE TWINN,
(hereinafter collectively called the "Trustees")

OF THE SECOND PART,

WHEREAS the Settlor desires to create an inter vivos trust for the benefit of the members of the Sawridge Indian Band, a band within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, and for that purpose has transferred to the Trustees the property described in the Schedule attached hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;

(b) "Trust Fund" shall mean:

(A) the property described in the Schedule attached hereto and any accumulated income thereon;

(B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the

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A0104

other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

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A0105

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

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A0106

(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a comingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

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A0107

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

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A0108

15. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Trust shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

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SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.

This is Exhibit "B" referred to in the
Affidavit of

PAUL BUTOLD

Sworn before me this 5 day

of March A.D., 20

DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES – THE SAWRIDGE TRUST

THIS DEED is made the 21st day of January, 2014.

MICHAEL ALLEN TERNING
A Notary Public, A Commissioner for Oaths
and an Officer of the Court
Commission Expires Oct. 19, 2015

WHEREAS:

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as the Sawridge Trust dated August 15, 1986 (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21st day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint Everett Justin Twin (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. RESIGNATION/APPOINTMENT

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

2. TRANSFER OF TRUST ASSETS

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;
- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

- 2 -

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

3. **RIGHTS AND POWERS**

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

4. **ACCEPTANCE**

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

5. **LIABILITIES AND INDEMNITY**

Notwithstanding any provision in this document to the contrary:

- a. The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- b. The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agrees to indemnify and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

6. **REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES**

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

7. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

8. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

- 3 -

- (a) if to the Retiring Trustees at:
Box 534
Slave Lake, Alberta T0G 2A0
- (b) if to the Continuing Trustees at:
c/o Suite 214, 10310 - 124 Street
Edmonton, Alberta, T5N 1R2
- (c) if to the New Trustee:
c/o Suite 214, 10310 - 124 Street
Edmonton, Alberta, T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. COUNTERPARTS

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. SUCCESSORS AND ASSIGNS

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.


Walter F. Twinn
Walter Felix Twinn,
In his capacity as Retiring Trustee

Catherine Twinn, in her capacity as Continuing Trustee of the Trust

Roland Twinn
Roland Twinn
In his capacity as Continuing Trustee of the Trust

Clara Midbo
Clara Midbo
In her capacity as Continuing Trustee of the Trust

- 4 -


Bertha L. Hironelle,
In her capacity as Continuing Trustee of the Trust
Everett Justin Twin,
In his capacity as New Trustee of the Trust

Schedule A
to the Deed of Appointment of Trustees of the
Sawridge Trust

Assets of the Sawridge Trust

All shares of 1649183 Alberta Ltd.

Schedule B
to the Deed of Appointment of Trustees of the
Sawridge Trust

Liabilities of the Sawridge Trust

1. NIL

DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES – SAWRIDGE BAND INTER VIVOS SETTLEMENT

THIS DEED is made the 21st day of January, 2014.

WHEREAS:

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement Dated April 15, 1985 (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21st day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint Everett Justin Twin (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. RESIGNATION/APPOINTMENT

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

2. TRANSFER OF TRUST ASSETS

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;

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- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

3. RIGHTS AND POWERS

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

4. ACCEPTANCE

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

5. LIABILITIES AND INDEMNITY

Notwithstanding any provision in this document to the contrary:

- a. The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- b. The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agree to indemnify and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

6. REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

7. GOVERNING LAW

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

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8. NOTICES

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) If to the Retiring Trustees at:

Box 534
Slave Lake, Alberta T0G 2A0

(b) If to the Continuing Trustees at:

c/o Suite 214, 10310 - 124 Street
Edmonton, Alberta T5N 1R2

(c) If to the New Trustee:

c/o Suite 214, 10310 - 124 Street
Edmonton, Alberta T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. COUNTERPARTS

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. SUCCESSORS AND ASSIGNS

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

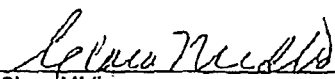
IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

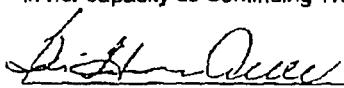
Walter F. Twin
Walter Felix Twin,
In his capacity as Retiring Trustee

Catherine Twinn, In her capacity as Continuing Trustee of the Trust

Roland Twinn
Roland Twinn
In his capacity as Continuing Trustee of the Trust

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Clara Midbo
In her capacity as Continuing Trustee of the Trust


Bertha L'Hirondelle,
In her capacity as Continuing Trustee of the Trust


Everett Justin Twin,
In his capacity as New Trustee of the Trust

Schedule A
to the Deed of Appointment of Trustees of the
Sawridge Band Inter Vivos Settlement
Assets of the Sawridge Band Inter Vivos Settlement
Trust

All shares in Sawridge Holding Ltd.

Schedule B
to the Deed of Appointment of Trustees of the
Sawridge Band Inter Vivos Settlement

Liabilities of the Sawridge Band Inter Vivos
Settlement Trust

1. NIL

This is Exhibit "H" referred to in the
Affidavit of

Catherine Twinn

Sworn before me this 8 day
of December 2014

C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osualdini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 5th

day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,
of the Sawridge Indian Band,
No. 19, Slave Lake, Alberta,
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,
GEORGE V. TWIN and SAMUEL G. TWIN,
of the Sawridge Indian Band,
No. 19, Slave Lake, Alberta,
(hereinafter collectively called
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

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of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

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would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

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No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

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3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4. The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

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power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

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The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

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8. The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

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including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

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act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

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Alberta.

IN WITNESS WHEREOF the parties hereto have
executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:

Francis J. Thom
NAME

A. Settlor

Box 326, Slave Lake, Alta
ADDRESS

B. Trustees:

Francis J. Thom
NAME

1.

Box 326, Slave Lake, Alta
ADDRESS

Francis J. Thom
NAME

2.

Box 326, Slave Lake, Alta
ADDRESS

Francis J. Thom
NAME

3.

Box 326, Slave Lake, Alta
ADDRESS

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

This is Exhibit I referred to in the PROBATE ADMINISTRATION TO
Affidavit of

14218977 P.29

Catherine Twinn
Sworn before me this 8 day
of December 2014
C. Osuaidini
A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osuaidini
a Notary Public and Commissioner for Oaths
in and for the Province of Alberta
My Appointment expires at the Pleasure
of the Lieutenant Governor

THE SAWRIDGE TRUST

DECLARATION OF TRUST

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986.

BETWEEN:

CHIEF WALTER P. TWINN,
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE TWINN,
(hereinafter collectively called the "Trustees")

OF THE SECOND PART,

WHEREAS the Settlor desires to create an inter vivos trust for the benefit of the members of the Sawridge Indian Band, a band within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, and for that purpose has transferred to the Trustees the property described in the Schedule attached hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

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1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;

(b) "Trust Fund" shall mean:

(A) the property described in the Schedule attached hereto and any accumulated income thereon;

(B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

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- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the

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other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

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7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

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(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

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12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

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15. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Trust shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

UNIVERSITY OF TORONTO LIBRARY ADMINISTRATION TO

14218977 P.37

- 9 -

SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.

Affidavit of

Catherine Twinn
 Sworn before me this 8 day
 of December 2014
Crista C. Osualdini
 A Commissioner for Oaths
 in and for the Province of Alberta

Crista C. Osualdini
 a Notary Public and Commissioner for Oaths
 in and for the Province of Alberta
 My Appointment expires at the Pleasure
 of the Lieutenant Governor

AGREEMENT FOR ISSUE RESOLUTION

WHEREAS:

- A. BERTHA L'HIRONDELLE, CLARA MIDBO, ROLAND TWINN, JUSTIN TWIN and CATHERINE TWINN are the Trustees of two trusts created in 1985 and 1986 known as the Sawridge Band Inter Vivos Settlement and the Sawridge Trust respectively and referred to herein as the '85 Trust and the '86 Trust, or collectively, as the Trusts;
- B. The Trustees acknowledge that differences have arisen amongst the Trustees requiring prompt and satisfactory resolution to mitigate and manage risk;
- C. The Trustees are desirous of solving these differences and of participating in a process to allow the Trustees to resolve these differences and generate a positive working culture;
- D. To that end, the Trustees have agreed to a process for issue resolution where facilitators will be engaged to formulate and manage a process of addressing issues and assisting the parties in determining and implementing best practices for administration of the Trusts going forward;
- E. The issues to be resolved will include, but would not be limited to, the following:
 - 1. Trustee selection and succession, including issues of conflict of interest now and in the future, including examination of a separated model to remove conflict of interest, be it actual, structural or of the appearance of conflict of interest;
 - 2. Establishing processes, rules and a plan for orderly and balanced Trustee succession;
 - 3. Examination of and ensuring that the system for ascertaining beneficiaries of the Trusts is fair, reasonable, timely, unbiased and in accordance with Charter principles and natural justice;
 - 4. Determination and review of all beneficiary lists, including those who have applied, for each of the Trusts and validation of same by the Trustees with a list of who is excluded and reasons for same;
 - 5. Creation of a productive, civil and respectful working culture for the Trustees and others in the employment of the Trusts.
 - 6. Determination of how assets were held and transferred from Trust inception to the present day;
 - 7. Determination of how the investment decisions and structures of the corporations owned by the Trusts are to be made. Do they require pre-ratification by the

- 2 -

Trustees or do the Trustees simply need to be informed of major investment and structuring possibilities and decisions in a timely fashion;

8. Determination of whether the entire beneficiary designation in a prior 1983 Trust transferred to the 1985 Trust;
9. An independent legal opinion on whether Justin Twin qualifies as a beneficiary of the 1985 Trust;
10. Preparedness of the Trustees for Trustee meetings including provision of any documents well before a meeting.

NOW THEREFORE THE PARTIES AGREE THAT:

1. The parties agree to an Issue Resolution process as set out above.
2. By June 10, 2014, at the latest, the parties agree that they will have exchanged lists of possible facilitators and chosen the facilitators to formulate manage and report upon a process dealing with the issues set out above. If the parties cannot agree, issues with respect to this matter shall be referred forthwith to Justice Denny Thomas, who the parties agree is seized with in this matter in relation to this Issue Resolution process, to appoint three outside facilitators.
3. If a process is not in substantial progress by July 1, 2014, this matter will be returnable before Justice Denny Thomas, the first week of August, 2014. Any of the parties can bring an application for intervention of Justice Denny Thomas to ensure that the terms of this Agreement are met or that an alternative method of resolution is determined by the Court.
4. The legal costs of Catherine Twinn shall be paid by the Trusts, or either of them, for all legal fees of McLennan Ross LLP on a solicitor-client basis, reviewable and/or taxable by the Trusts, in relation to the Issue Resolution process and this Agreement, including those fees associated with any application set before the Court of Queen's Bench, including that of April 9, 2014, adjourned to May 5, 2014. The billings of Catherine Twinn's counsel shall be submitted to the lawyers for the Trusts and paid forthwith.
5. The costs of the facilitators will be paid by the Trusts.
6. The recommendations of the facilitators agreed to by all parties shall be implemented forthwith.

- 3 -

7. The administration of the Trust, including Paul Bujold and Brian Heidecker, will not have a role in the Issue Resolution process except to provide information as requested by the parties.

Dated to be effective the ____ day of _____, 2014.

IN WITNESS WHEREOF the parties have executed this Agreement.

Signed by BERTHA L'HIRONDELLE
in the presence of:

Witness

BERTHA L'HIRONDELLE

Signed by CLARA MIDBO
in the presence of:

Witness

CLARA MIDBO

Signed by ROLAND TWINN
in the presence of:

Witness

ROLAND TWINN

- 4 -

Signed by JUSTIN TWIN
in the presence of:

Witness

JUSTIN TWIN

Signed by CATHERINE TWINN
in the presence of:

Witness

CATHERINE TWINN

From: Janet Hutchison
To: kplatten@mross.com
Subject: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885 - 51433 JLH
Date: Wednesday, April 08, 2015 3:41:00 PM
Attachments: [image001.png](#)

Dear Ms. Platten

I understand you represent Catherine Twinn in the above noted matter. As you may be aware, I act for the Public Trustee in QB Action No.1103 14112.

I only recently became aware of the proceeding you act in and some of the concerns being raised by Ms. Twinn in that proceeding. As there appears possible some of the issues in your proceeding may be relevant to the proceeding I act in, I would greatly appreciate an opportunity to speak with you.

I would be happy to stop in for a meeting or set up a teleconference-whichever is more convenient for you. I do not expect we would need more than an hour, and possibly less time, at this point. If you can let me know your availability in the next few weeks for such a meeting or call, that would be appreciated.

Best regards,

Janet L. Hutchison



Janet L. Hutchison
 Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-423-
 3661 (ext. 225) Fax:
 780-426-1293

This is Exhibit 17 referred to in the Affidavit (or statutory declaration) of Roman Bombak
 Sworn 'or affirmed or declared' before me this 12 day of June A.D. 2015
 A Commissioner for Oaths in and for Alberta
 JANET L. HUTCHISON
 Barrister & Solicitor

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From: Janet Hutchison
To: Marco S. Poretti; Doris C.E. Bonora (doris.bonora@dentons.com)
Subject: RE: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885
Date: Friday, April 10, 2015 10:37:00 AM
Attachments: image001.png

Doris and Marco

As I advised Marco yesterday, I have reached out to Karen Platten for information on the above proceeding. However, she has indicated she needs to obtain instructions from her client regarding whether she may speak to me.

In the interim, and given your comments about our different understandings of the issues raised/ nature of the evidence filed in the proceedings, it occurs to me that my impression may be partially due to the fact that I have only requested select documents from the Courthouse.

Are either of you in a position to provide me with a complete copy of all materials filed since the outset of this proceeding so that I might review the issues I raised with you with full/ complete documentation in front of me?

I look forward to hearing from you in this regard.

Yours truly,



Janet L. Hutchison

Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-423-3661
 (ext. 225) Fax: 780-426-1293

This is Exhibit * 18 * referred to in the
 Affidavit (or ~~statutory declaration~~) of
Roman Bombak
 Sworn ~~'or affirmed or declared'~~
 before me this 12 day of
June A.D. 20 15

 A Commissioner for Oaths in and for Alberta

CONFIDENTIALITY WARNING

JANET L. HUTCHISON

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From: Marco S. Poretti
To: "Janet Hutchison"
Cc: Doris C.E. Bonora (doris.bonora@dentons.com)
Subject: RE: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885
Date: Friday, April 10, 2015 2:12:20 PM
Attachments: image002.png image004.png
Application for Advice and Direction -Catherine Twinn.pdf
Application.pdf
Affidavit of Catherine Twinn.pdf

This is Exhibit "19" referred to in the Affidavit (or statutory declaration) of 274
Roman Bombak
Sworn (or affirmed or declared) &
before me this 12 day of June A.D. 20 15
Janet L. Hutchison
A Commissioner for Oaths in and for Alberta

Janet,

I'm attaching the only documents that I have, namely the application for advice and directions in action no. 1403 04885, filed September 26, 2014, an application filed December 4, 2014 and an affidavit (filed December 9, 2014).
Marco

JANET L. HUTCHISON
Barrister & Solicitor



Marco S. Poretti | Partner
3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J 3W8
Direct: 780.497.3325 | Fax:
780.429.3044 | Toll Free:
1.800.661.7673
mporetti@rmrf.com |
www.rmrf.com

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From: Janet Hutchison [mailto:jhutchison@jlhlaw.ca]
Sent: Friday, April 10, 2015 10:37 AM
To: Marco S. Poretti; Doris C.E. Bonora (doris.bonora@dentons.com)
Subject: RE: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885

Doris and Marco

As I advised Marco yesterday, I have reached out to Karen Platten for information on the above proceeding. However, she has indicated she needs to obtain instructions from her client regarding whether she may speak to me.

In the interim, and given your comments about our different understandings of the issues raised/ nature of the evidence filed in the proceedings, it occurs to me that my impression may be partially due to the fact that I have only requested select documents from the Courthouse.

Are either of you in a position to provide me with a complete copy of all materials filed since the outset of this proceeding so that I might review the issues I raised with you with full/ complete documentation in front of me?

I look forward to hearing from you in this regard.

Yours truly,



Janet L. Hutchison

Hutchison Law
#155, Glenora Gates
10403 - 122 Street
Edmonton, AB T5N 4C1
Phone: 780-423-3661
(ext. 225) Fax: 780-
426-1293

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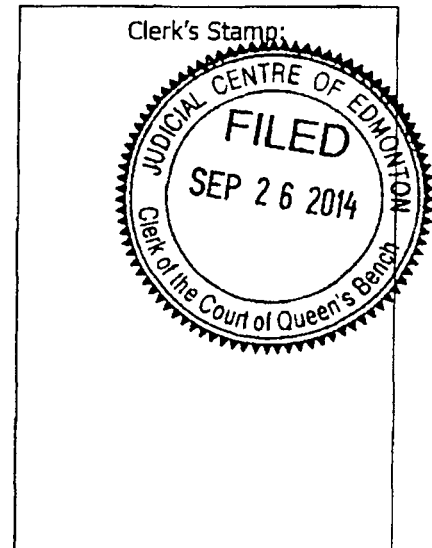
COURT FILE NO. 1403 04885

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, R.S.A.
 2000, c. T-8, AS AMENDED, and

IN THE MATTER OF THE SAWRIDGE BAND INTER
 VIVOS SETTLEMENT, APRIL 15, 1985 (the "1985
 Trust") and THE SAWRIDGE TRUST, AUGUST 15,
 1986 (the "1986 Trust")



APPLICANT CATHERINE TWINN, as Trustee for the 1985 Trust and the 1986 Trust

RESPONDENTS ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN TWIN AND MARGARET
 WARD, as Trustees for the 1985 Trust and the 1986 Trust

DOCUMENT APPLICATION FOR ADVICE AND DIRECTION

ADDRESS FOR SERVICE	McLENNAN ROSS LLP	Lawyer: Karen A. Platten, Q.C.
AND CONTACT	#600 West Chambers	Telephone: 780-482-9200
INFORMATION OF	12220 Stony Plain Road	Fax: 780-481-9102
PARTY FILING THIS	Edmonton, AB T5N 3Y4	Email: kplatten@mross.com
DOCUMENT		File No.: 281946

**NOTICE TO RESPONDENT(S): ROLAND TWINN, BERTHA L'HIRONDELLE and EVERETT
 JUSTIN TWIN, as Trustees for the 1985 Trust and the 1986 Trust**

This application is made against you. You are a Respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

Date:	Wednesday, October 1, 2014
Time:	10:00 a.m.
Where:	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB T5J 0R2
Before Whom:	A Justice in Chambers

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Catherine Twinn, as Trustee of the 1985 Trust and as a matter of the administration of the Trusts, seeks the advice and direction of this Court pursuant to Section 43(1) of the *Trustee Act* as to the eligibility of Everett Justin Twin to be appointed as a Trustee of the 1985 Trust and, if appropriate, the removal of Everett Justin Twin as a Trustee.
2. Further, Catherine Twinn, as Trustee of the 1985 Trust, seeks the assistance of this Court in the appointment of appropriate replacement Trustees for Everett Justin Twin and for Clara Midbo pursuant to Section 16(1) of the *Trustee Act*.
3. Catherine Twinn, as Trustee of the 1985 Trust and the 1986 Trust, seeks clarification the Trust Deeds to ensure their proper administration in accordance with Settlor intentions so that the process for Trustee selection is fair, transparent and appropriate going forward.
4. Catherine Twinn, as Trustee of the 1985 Trust and the 1986 Trust, seeks the direction of the Court respecting the proper composition of the Board of Trustees, including the elimination or reduction of the number of elected officials of the Sawridge Indian Band and the appointment of 2 outside, independent professional Trustees on terms the Court approves should any elected officials remain as Trustees.
5. Catherine Twinn, as Trustee of the 1985 Trust and of the 1986 Trust, seeks her costs, on a solicitor-client basis, to McLennan Ross for advise as a Trustee, this Application and the previous Application before Justice Nielson on May 16th14.
6. Catherine Twinn seeks the Court's Direction that her professional time and costs in dealing with these issues be heard by an Assessment officer and paid as allowed by the Trust Deed.

Grounds for making this application:

7. On January 21, 2014, two Deeds of Resignation and Appointment of Trustees were made. They provided that Walter Felix Twin would resign as Trustee of both the 1985 Trust and the 1986 Trust and that Everett Justin Twin would be appointed Trustee of the same. Due to her concerns regarding Everett Justin Twin's eligibility as a Trustee, Catherine Twinn did not sign the Deeds.
8. The 1985 Trust requires a minimum of five Trustees, no more than two of whom may be non-Beneficiaries. At the time of Everett Justin Twin's appointment, the two non-Beneficiary Trustee positions were filled by Bertha L'Hirondelle and Clara Midbo. Walter Felix Twin is a Beneficiary and therefore his position was to be filled by a Beneficiary Trustee.
9. Under the 1985 Trust, Beneficiaries are defined as those people who, at any particular time, would qualify as members of the Sawridge Indian Band pursuant to the provisions of the *Indian Act*, RSC 1970, c I-6 as they existed on April 15, 1982. The 1985 Trust also states that no person who fails to meet the criteria but who later becomes entitled to membership in the Sawridge Indian Band due to amendments to the *Indian Act* shall be considered a Beneficiary.
10. Evidence suggests that, owing to his status as the illegitimate child of an Indian woman, Everett Justin Twin is not a Beneficiary of the 1985 Trust as he was not entitled to be registered as an Indian or to become a member of the Sawridge Indian Band according to the criteria contained in Section 11 of the *Indian Act*, RSC 1970 c I-6 as it existed on April 15, 1982.

11. Catherine Twinn, as Trustee of the 1985 Trust, wishes for the Trust to be administered appropriately according to the wishes of the Settlor and for this reason seeks the Court's advice and direction on the matter.
12. Clara Midbo was a Trustee of the 1985 Trust until her death on July 13, 2014.
13. Given the difficulties with choosing a replacement Trustee for Walter Felix Twin, it would seem appropriate that this Court determine who the replacement Trustee be to replace Clara Midbo.

Material or evidence to be relied on:

14. The Affidavit of Catherine Twinn, dated _September 24th, 2014.
15. The Opinion of Larry Cooper, dated July 2, 2014.
16. Such further and other materials as Counsel may advise and this Honourable Court may allow.

Applicable rules:

17. *Alberta Rules of Court* 1.2, 1.4, 3.2

Applicable Acts and Regulations:

18. *Trustee Act*, RSA 2000, c T-8.
19. *Indian Act*, RSC 1970, c I-6.

Any irregularity complained of or objection relied on:

20. N/A.

How the application is proposed to be heard or considered:

21. The application is to be heard on ___October 1, 2014

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an Affidavit or other evidence with the Court and serving a copy of that Affidavit or other evidence on the Applicant(s) a reasonable time before the application is to be heard or considered.

Form 27
Alberta Rules of Court
Rules 6.3 and 10.52(1)

COURT FILE NO. 1403 04885

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, R.S.A.
2000, c. T-8, AS AMENDED, and

IN THE MATTER OF THE SAWRIDGE BAND INTER
VIVOS SETTLEMENT, APRIL 15, 1985 (the "1985
Trust") and THE SAWRIDGE TRUST, AUGUST 15,
1986 (the "1986 Trust")

APPLICANT CATHERINE TWINN, as Trustee for the 1985 Trust and the 1986 Trust

RESPONDENTS ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN TWIN AND MARGARET
WARD, as Trustees for the 1985 Trust and the 1986 Trust

DOCUMENT **APPLICATION BY CATHERINE TWINN**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLENNAN ROSS LLP
#600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Karen A. Platten, Q.C.
Telephone: 780-482-9200
Fax: 780-481-9102
Email: kplatten@mross.com
File No.: 281946

**NOTICE TO RESPONDENT(S): ROLAND TWINN, BERTHA L'HIRONDELLE and EVERETT
JUSTIN TWIN, MARGARET WARD as Trustees for the 1985 Trust and the 1986 Trust**

This application is made against you. You are a Respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

Date: December 17, 2014
Time: 2:00 p.m.
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB T5J 0R2
Before Whom: The Honourable Justice D. Thomas

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Catherine Twinn, as Trustee of the 1985 Trust and the 1986 Trust, seeks confirmation as to whether the Honourable Justice D. Thomas is seized of the matters set out for adjudication in her Application for Advice and Direction filed in this Action Number on September 26, 2014 (the "Application").
2. Catherine Twinn, as Trustee of the 1985 Trust and the 1986 Trust, seeks the advice and direction of this Court pursuant to Section 43(1) of the *Trustee Act* as to how to proceed in regards to the filing of her affidavit prepared in support of the Application as it relates to any and all obligations of confidentiality she may be subject to in her capacity as a trustee of the Trusts or as a member of the Band Membership Committee. Catherine Twinn, further seeks the advice and direction of this Court in regards to the filing of future affidavit materials in support of the Application from her, as such concerns relate to confidentiality.
3. Catherine Twinn, as Trustee of the 1985 Trust and of the 1986 Trust, seeks immediate payment of her legal fees incurred to date, on a solicitor-client basis, to McLennan Ross LLP for advice as a Trustee, in relation to the Application and a previous application heard before Justice Nielson on May 16th, 2014 payable on a pro-rata basis from the Trusts.
4. Catherine Twinn, as Trustee of the 1985 Trust and of the 1986 Trust, seeks an Order declaring that pending judicial determination of the Application and the costs award that may result therein, that her legal fees incurred prospectively, on a solicitor-client basis and in relation to the Application, be payable from the Trusts on pro-rata basis.
5. Such further and other relief as this Honourable Court may deem just.

Grounds for making this application:

6. Justice D. Thomas issued an Interlocutory decision in Court of Queen's Bench Action No. 1103 14112 on June 12, 2012, which action, amongst other matters, pertains to the determination of the beneficiaries of the 1985 Trust. As a result of his adjudication in this matter, Justice D. Thomas is familiar with the Sawridge Band and the 1985 Trust and stands seized of that litigation. Sharon Hinz, trial coordinator, advised Karen Platten, Q.C. of McLennan Ross LLP that Justice Thomas is seized of all matters pertaining to the Sawridge Band and its trusts. Given Justice D. Thomas' familiarity with the subject matter of the Application, it would be efficient and expedient for Justice D. Thomas to adjudicate on the substance of the Application.
7. Catherine Twinn has prepared an Affidavit in support of the Application and has provided an unfiled, sworn copy to the Respondents. The evidence deposed to in the Affidavit contains sensitive information pertaining to the Trusts and the Sawridge Band and which has the potential to constitute confidential information.
8. On or about January 12, 2009, Catherine Twinn, in her capacity as a trustee of the Trusts, executed a Code of Conduct in relation to the Trusts. Amongst other matters, the Code of Conduct provides that trustees must maintain the confidentiality of their deliberations and of any other confidential information that is imparted to them as a trustee.
9. In or around October 27, 2014, Bryan & Company LLP became legal counsel for the Respondents in relation to the Application. Prior to this, legal counsel for the Trusts, Dentons LLP, had been acting to represent the Respondents' position in relation to the Justice Neilson application and the Application.

10. Given that the Respondents form the majority of the trustees of the Trusts, they have approved payment of their legal expenses in relation to the Application and the application before Justice Neilson from the Trusts. Catherine Twinn, as a trustee of the Trusts, should also have access to the Trust funds in order to fund her legal costs incurred in bringing her concerns as a trustee of the Trusts to the Court for adjudication.
11. Catherine Twinn has attempted to resolve the substantive issues raised in the Application through discussions with the other trustees of the Trusts, however, has been unable to obtain a satisfactory resolution.
12. The deeds of settlement for the Trusts specifically authorize the reasonable reimbursement of costs incurred by a trustee.

Material or evidence to be relied on:

13. The Affidavit of Catherine Twinn, to be sworn December 2014 and filed.
14. The Affidavit of Catherine Twinn, sworn September 24, 2014, unfiled.
15. Such further and other materials as Counsel may advise and this Honourable Court may allow.

Applicable rules:

16. *Alberta Rules of Court* 1.2, 1.4.

Applicable Acts and Regulations:

17. *Trustee Act*, RSA 2000, c T-8.

Any irregularity complained of or objection relied on:

18. N/A.

How the application is proposed to be heard or considered:

19. The application is to be heard in Chambers before Justice D. Thomas.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an Affidavit or other evidence with the Court and serving a copy of that Affidavit or other evidence on the Applicant(s) a reasonable time before the application is to be heard or considered.

From: Marco S. Poretti
To: "Chantelle Monson" : Janet Hutchison (jhutchison@jhlaw.ca)
Cc: Bonora, Doris (doris.bonora@dentons.com)
Subject: RE: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885 - 51433 JLH
Date: Tuesday, April 14, 2015 7:07:24 AM
Attachments: [Image001.png](#)
[Procedure Card - Marked up.pdf](#)

Janet,

I don't have any of these materials. By copy of this email to Doris, I would ask that she advise whether she has these materials and if so, provide us both with copies.

Marco



From: Chantelle Monson [mailto:CMonson@jhlaw.ca]
Sent: Monday, April 13, 2015 4:30 PM
To: Marco S. Poretti
Subject: In the Matter of the Sawridge Band Inter Vivos Settlement / QB Action 1403 04885 - 51433 JLH

Good Afternoon,

I have attached the Procedure Card marked up by Ms. Hutchison in the above noted matter. I will note, the highlighted documents are ones we do not have. If you have any questions or require anything further, please do not hesitate to contact our office.

Thank you,



Chantelle Monson
 Legal Assistant

Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-423-3661
 (ext. 223) Fax: 780-426-1293

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This is Exhibit "20" referred to in the
 Affidavit (or statutory declaration) of
Roman Bombak
 Sworn (or affirmed or declared) ☒
 before me this 12 day of
June A.D. 2015
Janet L. Hutchison
 A Commissioner for Oaths in and for Alberta
 JANET L. HUTCHISON
 Barrister & Solicitor

From: Janet Hutchison
 To: Marco S. Poretti; Doris C.E. Bonora (doris.bonora@dentons.com)
 Bcc: Chantelle Monson (CMonson@jlhlaw.ca)
 Subject: Teleconference - 51433 JLH
 Date: Wednesday, April 15, 2015 5:04:00 PM
 Attachments: image001.png

Marco and Doris

I have only heard back from Karen Platten today and she advises the earliest she can book a meeting (she is requesting a meeting rather than a call) is after April 22nd. I will be trying to book something for the 24th. As I do not think I will be able to provide much certainty to you on timing of a letter fully detailing the matters we had planned to address in an application for advice and direction (which we have agreed I will first address by asking you/ the Sawridge First Nation for consent on the matters) until after that meeting, I suggest we move

tomorrow's teleconference to the afternoon of April 27 or 28th. I look forward to hearing from you as to whether these dates work for your schedules.

Best regards,

Janet



Janet L. Hutchison

Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-423-
 3661 (ext. 225) Fax:
 780-426-1293

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This is Exhibit "21" referred to in the
 Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June A.D. 20 15

A Commissioner or Officer in and for Alberta

Janet L. Hutchison
 JANET L. HUTCHISON
 Barrister & Solicitor

From: Chantelle Monson
To: Marco Poretti <mporetti@rmrf.com> ; Doris Bonora <doris.bonora@dentons.com>
Subject: Teleconference - 51433 JLH
Date: Monday, April 20, 2015 11:27:00 AM

Good Morning,

Ms. Hutchison asked me to touch base with both of you to book a teleconference. Ms. Hutchison will be meeting with Karen Platten on April 27, 2015 and suggested May 1, 2015 for a possible date for the teleconference call. If that date is acceptable, Ms. Hutchison has time in the afternoon for a call. Please advise if May 1, 2015 will work and if not, please provide a few alternate dates for a teleconference.

Thank you,



Chantelle Monson
 Legal Assistant

Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-
 423-3661 (ext.
 223) Fax: 780-
 426-1293

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This is Exhibit "22" referred to in the
 Affidavit (or ~~statutory declaration~~) of
Roman Bombak
 Sworn (or affirmed or declared) to
 before me this 12 day of
JUNE A.D. 2015
[Signature]
 A. Court Officer for Oaths in and for Alberta
JANET L. HUTCHISON
 Barrister & Solicitor

This is Exhibit "23" referred to in the Affidavit (or statutory declaration) of

Roman Bombalk

284

Sworn ~~or affirmed or declared~~

before me this 12 day of

June

A.D. 2015

Janet L. Hutchison
A Commissioner for Oaths in and for Alberta

From: Marco S. Poretti
To: "Nancy Cumming"; Karen Platten; Janet Hutchison
Cc: Bonora, Doris
Subject: RE: meeting with Karen Platten- 51433 JLH
Date: Monday, April 27, 2015 2:22:09 PM
Attachments: image005.png, image009.png, image010.png

We have the following comments:

JANET L. HUTCHISON
Barrister & Solicitor

1. We act for the trustees of the Sawridge Trusts, including Catherine Twinn. Obviously, it would be improper for Ms. Hutchison to meet directly with our client, without our consent. Ms. Hutchison proposes to meet with Ms. Platten, who acts for Catherine

Twinn. Our concern is that through such a meeting, Ms. Hutchison is accomplishing indirectly what she cannot do directly.

2. To the extent that, as a result of any such meeting, Ms. Hutchison is in receipt of any relevant confidential information that is prejudicial to our client, it may be that Ms. Hutchison could no longer act against our client. The definition of "confidential information" in our Code is quite broad, and would include information covered by solicitor/client privilege and litigation privilege.

We have requested that we be in attendance at any such meeting, and repeat that request at this time.

Marco

RMIRIP Reynolds & Poretti 100 Years
Barristers & Solicitors
3200 Mondak Place 10100 - 991 Street, Edmonton AB Canada T6J 3W6
Direct: 780 497 3325 Fax: 780 426 3044 Toll Free: 1.800.661.7075
www.rmip.com

From: Nancy Cumming [mailto:necumming@bryanco.com]
Sent: Monday, April 27, 2015 10:57 AM
To: Karen Platten; Janet Hutchison; Bonora, Doris
Cc: Marco S. Poretti
Subject: RE: meeting with Karen Platten- 51433 JLH

I have the following comments in reply to Ms. Hutchison:

1. I am still unclear as to why you feel that a meeting with Ms. Platten alone is necessary. If you are trying to come to a determination as to whether Ms. Twinn's application and the litigation involving the trusts has over-lapping issues, I would have thought that you would approach this question by meeting with all counsel, not selectively meeting with one counsel.
2. I am not at all suggesting that you are not entitled to review filed court documents. Of course you are entitled to do so. What is of concern to me is that I do not know what it is that you plan to discuss with Ms. Platten, or what information she plans to disclose to you. The Trustees are subject to a Code of Conduct and there are confidential matters that should not be discussed or disclosed in the absence of agreement of all parties. We are also all aware as counsel of the implied undertaking of confidentiality.

I would suggest that if you require information concerning the litigation involving Ms. Platten and myself, that we either meet as a group or you provide us with a letter setting out what it is that you require. In that way, you will have input from all parties, rather than proceeding with a private meeting with counsel for only one of the trustees.

I leave it to Mr. Poretti/Ms. Bonora to provide any comments they may have on behalf of their clients.

Nancy Cumming

From: Karen Platten [mailto:kplatten@mross.com]
Sent: Monday, April 27, 2015 9:41 AM
To: Janet Hutchison; Nancy Cumming; Bonora, Doris
Cc: Marco S. Poretti
Subject: RE: meeting with Karen Platten- 51433 JLH

I would echo Ms. Hutchison's comments respecting ethical or conduct issues. If anyone has something concrete to share with us respecting how this is the case, please let us know.

Karen

From: Janet Hutchison [mailto:jhutchison@jhlaw.ca]
Sent: Friday, April 24, 2015 2:24 PM
To: Nancy Cumming; Bonora, Doris; Karen Platten
Cc: Marco S. Poretti
Subject: RE: meeting with Karen Platten- 51433 JLH
Importance: High

Ms. Cumming

I had assumed that Ms. Bonora or Mr. Poretti might have updated you as to my discussions with them. As that appears not to be the case, I will provide a brief summary of the reason for my interest the proceeding you are counsel in.

My review of the documents filed at the Courthouse suggest that Ms. Twinn may be raising issues around Trustee conflicts of interest, the Sawridge Membership process and the transfer of assets in your proceeding. This is particularly apparent from her December 9, 2014 affidavit filed with Court of Queen's Bench. As I advised Mr. Poretti and Ms. Bonora, if the proceeding is going to delve into those issues, it is my view that we may need advice and direction from the Court in the Trustee's application regarding the definitions for the trusts about, inter alia, the extent to which the two proceedings are related and whether that should be considered in relation to next steps/ the overall process in the trust definition application.

In relation to documents- the only documents I have had access to are documents filed with the Court house. When I became aware of your proceeding, I pulled a courthouse search/ procedure card to determine what the nature of the matter was. Any documents or information I have are from the Courthouse. Any member of the public would be entitled to access the documentation my office has accessed. I saw nothing on the procedure card to suggest that this proceeding is the subject of any form of sealing order/ subject to restrictions on publication. Certainly if you have different information, I would be pleased to review it. As such, I am not aware of any breaches any implied undertakings of confidentiality. I trust there was no intention to suggest that either my office or Ms. Platten's office would engage in such conduct in next week's meeting, or otherwise.

In short, nothing in the email exchanges to date provides me with any basis on which to conclude that Ms. Platten or myself would be behaving improperly by meeting next week. There are no ethical or conduct issues I am aware of which apply to prevent such a meeting. I am not aware of any basis for either yourself or Ms. Bonora to suggest that either Ms. Platten or myself would conduct ourselves in anything other than a professional and ethical manner in the course of such a meeting.

There is also no basis, that I am aware of, to suggest that Ms. Platten or myself would have any obligation to invite Bryan & Co or Dentons Canada to such a meeting. Should you have resources or references from the Law

Society, the Practice Advisor or case law that suggests otherwise, I would be more than pleased to review it and reconsider my position.

Yours truly,



Janet L. Hutchison

Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, AB T5N 4C1
 Phone: 780-423-3661 (ext. 225) Fax: 780-426-1293

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From: Nancy Cumming [<mailto:necumming@bryanco.com>]
Sent: Friday, April 24, 2015 1:22 PM
To: Bonora, Doris; Janet Hutchison; Karen Platten
Subject: RE: meeting with Karen Platten- 51433 JLH

I have had the opportunity to review the emails below. To start, our office has been retained by the remaining trustees concerning Ms. Twinn's application in Action No. 1403 04885.

I must say that I am surprised to hear that Ms. Hutchison and Ms. Platten are planning to meet to discuss this action. As Ms. Hutchison is not involved in this litigation, I would like to be advised of the reason for the meeting. As we are all aware, there is an implied undertaking of confidentiality amongst counsel. Further, I see no reason why the Public Trustee would have any interest in the issues raised in this particular action no.

I note that Ms. Hutchison has indicated that she has reviewed documents concerning this action no. I would ask that she please advise as to which documents she is referring to. I do not believe that any such meeting should take place until these matters have been sorted out. Certainly any such meeting should include my involvement.

Thank you

Nancy Cumming

Nancy E Cumming, Q.C.
 Partner

EMAIL necumming@bryanco.com

Bryan & Company LLP

2800 Mainville Place 10180 101 Street Edmonton Alberta T5J 3Y2

Direct 780-420-4733 | Toll free 1 800 357 9625 | Fax 780 428 6324

Web www.bryanco.com



From: Bonora, Doris [<mailto:doris.bonora@dentons.com>]
Sent: Thursday, April 23, 2015 7:54 PM
To: Janet Hutchison; Karen Platten
Cc: Nancy Cumming
Subject: RE: meeting with Karen Platten- 51433 JLH

Janet,

Thank you for your email ,but, we do not agree with your characterization of our request. We do not believe that we had any obligation to advise the Pubic Trustee of the other litigation for which we are not counsel. We believe that this meeting is a problem that we will have to address in the future but essentially the Pubic Trustee is meeting to discuss information that one of our clients possesses in relation to the trust. It concerns us that Karen Platten wishes to speak to the Public Trustee about one of our clients without us present.

I know that I cannot require that we be in attendance. This meeting, without us present, causes us concern.

We are copying Nancy Cumming with this email string as this may affect the litigation for which she is counsel as well.

Doris

J Doris C.E Bonora
 Partner

D +1 780 423 7188 doris.bonora@dentons.com Bio | Website

Dentons Canada LLP

2800 Mainville Place 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

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From: Janet Hutchison [<mailto:jhutchison@jlhlaw.ca>]
Sent: 23-Apr-15 6:33 PM
To: Bonora, Doris
Cc: Marco S. Poretti; kplatten@mross.com
Subject: RE: meeting with Karen Platten- 51433 JLH

Doris

With respect, I have some concerns regarding this characterization of our discussions. Our recent discussions related to the question of full disclosure of documents that the Trustees may have in their possession from Sawridge First Nation. We also discussed the need for Sawridge First Nation to provide full, and non-selective, disclosure to all parties. We discussed the need for the Court to have access to full/objective/ complete documentation.

I do not recall discussions where I implied, let alone stated, that I would share any and all information about my proposed approach on this file with the Trustees in a "spirit of openness". Sharing strategic discussions about the possible direction of the litigation goes rather beyond sharing relevant documentation that should be put before the Court.

In relation to the proceeding Ms. Platten acts in - I told you my understanding of the issues being raised in the context of explaining why I felt that there might be important parallels between the two proceedings. You informed me of your understanding of the issues Ms. Twinn was raising in the proceeding and that was quite a different understanding than I had gleaned from the documents we had been able to obtain from the Courthouse. I indicated that I felt I would need to touch base with Ms. Platten to find out the scope of the issues before I could comment further on how Ms. Twinn's application may affect your client's application.

I also noted in that discussion that I was rather surprised I had not been informed of the existence of the other application by your offices. As such, I had not actually appreciated that the Trustees were adopting a spirit of complete openness and sharing in relation to their other QB action. Further, I do not recall our discussions extending to the point of a commitment to by yourself, Marco and myself to begin to share strategic and/or essentially internal discussions or considerations that relate to how we may determine what next steps are required to address our respective client's decisions about next steps. Indeed, it would be rather out of character for me to share what would likely fall into the category of privileged information.

I did indicate that once I had spoken to Ms. Platten, I would advise you if that discussion altered my view that the two proceedings were related. I also indicated in relation to both that matter and document production issues, I would- in due course- set out, by way of a without prejudice letter, what it was that I was proposing to request from the Court (in relation to document production and also in relation to any interrelationship of the two applications) such that the Sawridge Trustees and the Sawridge First Nation could determine if they were willing to agree to any of those matters voluntarily and eliminate the need for a further application for advice and direction.

I am conscious that Ms. Platten is doing me a considerable courtesy in even agreeing to speak **with me**. She has no obligation to do so. She most certainly has no obligation to do so on terms that **she or** her client are not comfortable with. As such, I would ask that we **jointly** respect her wishes.

I trust this clarifies matters and I look **forward** to speaking to you and Mr. Poretti on April 29.

Yours truly,



Janet L. Hutchison

Hutchison Law
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 Edmonton, AB T5N 4C1
 Phone: 780-423-
 3661 (ext. 225)
 Fax: 780-426-1293

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From: Bonora, Doris [mailto:doris.bonora@dentons.com]
Sent: Thursday, April 23, 2015 6:07 PM
To: Janet Hutchison
Subject: RE: meeting with Karen Platten- 51433 JLH

Janet

You have asked that we be open with our litigation and that you should have access to the same information that we have. We have attempted that. I do not think it is in the same vein of openness that you are meeting with Karen Platten and excluding us. I will send you the email that I sent to Karen just before I read your email. I am asking that you reconsider our request to be in attendance in the spirit of openness.

Doris

Doris CE Bonora
 Partner

D +1 780 423 7186 doris.bonora@dentons.com Bio | Website

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From: Janet Hutchison [mailto:jhutchison@jlhlaw.ca]
Sent: 23-Apr-15 5:57 PM
To: Karen Platten; Bonora, Doris
Subject: RE: meeting with Karen Platten- 51433 JLH

Thank you for your reply Karen. I look forward to meeting with you Monday.

Doris- I understand we will be speaking on April 29th on issues in your client's application. As I previously advised, if my meeting with Karen alters my views that the two applications have some important parallels, I will let you know on the 29th.

Best regards,

Janet



Janet L. Hutchison

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From: Karen Platten [mailto:kplatten@mross.com]

Sent: Thursday, April 23, 2015 4:48 PM
To: Bonora, Doris
Cc: jhutchison@jlhlaw.ca
Subject: RE: meeting with Karen Platten

Hi Doris,

I would prefer to meet with Janet alone as this is a preliminary meeting. There may be information that we need to talk about that we are not yet at liberty to share with other parties. Going forward, I am sure that there will be opportunity for all parties to meet and discuss various issues, commonalities and the production of information for Justice Thomas.

Karen.

Karen A. Platten Q.C. | Legal Counsel | direct 780.482.9278 | toll free 1.800.567.9200 | fax 780.482-9102
McLennan Ross LLP | www.mross.com | BIOGRAPHY
 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4

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From: Bonora, Doris [<mailto:doris.bonora@dentons.com>]
Sent: Thursday, April 23, 2015 7:20 AM
To: Karen Platten
Cc: 'Janet Hutchison'
Subject: Fwd: meeting with Karen Platten

Karen

I understand that Janet Hutchinson would like to come and speak to you about the action involving the Sawridge trusts and Catherine Twinn. We would like to come to the meeting so that we have the same information about the action as Janet has. I understand that Janet does not object but thought I should get your permission.

I wonder if you have any objections to my attendance

Doris

Begin forwarded message:

From: Janet Hutchison <jhutchison@jlhlaw.ca>
Date: April 22, 2015 at 6:27:00 PM MDT
To: "Bonora, Doris" <doris.bonora@dentons.com>, "Marco S. Poretti" <MPoretti@rmrf.com>
Subject: RE: meeting with Karen Platten

Doris and Marco

I would say this is up to Karen Platten and her client. Perhaps you could copy me with your correspondence to her making this request.

Thank you,
 Janet



Janet L. Hutchison
 Hutchison Law
 #155, Glenora Gates
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 Edmonton, AB T5N 4C1
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From: Bonora, Doris [<mailto:doris.bonora@dentons.com>]

Sent: Tuesday, April 21, 2015 6:15 PM

To: Janet Hutchison; Marco S. Poretti

Subject: meeting with Karen Platten

Janet,

Marco and I (or at least one of us) would like to be present at your meeting with Karen Platten. We believe that there should be no issues of privacy in respect the issues and we both think that open discussion and disclosure is useful. Please let us know if you have any issues with us attending.

Doris

____Doris C.E. Bonora
Partner

D +1 780 423 7188 doris.bonora@dentons.com Bio | Website

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From: Janet Hutchison [<mailto:jhutchison@jlhlaw.ca>]

Sent: 15-Apr-15 5:04 PM

To: Marco S. Poretti; Bonora, Doris

Subject: Teleconference - 51433 JLH

Marco and Doris

I have only heard back from Karen Platten today and she advises the earliest she can book a meeting (she is requesting a meeting rather than a call) is after April 22nd. I will be trying to book something for the 24th.

As I do not think I will be able to provide much certainty to you on timing of a letter fully detailing the matters we had planned to address in an application for advice and direction (which we have agreed I will first address by asking you/ the Sawridge First Nation for consent on the matters) until after that meeting, I suggest we move tomorrow's teleconference to the afternoon of April 27 or 28th.

I look forward to hearing from you as to whether these dates work for your schedules.

Best regards,

Janet

Janet L. Hutchison



HUTCHISON LAW

Hutchison Law

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From: Bonora, Doris
To: Karen Platten
Cc: Brian Heidecker; Paul@sawridgetrusts.ca; Marco S. Poretti; "Janet Hutchison" (jhutchison@jlhlaw.ca)
Subject: RE: meeting with Karen Platten
Date: Thursday, April 23, 2015 6:10:24 PM
Attachments: Image003.png

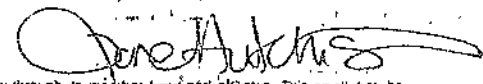
Karen

Just a correction of the double negative in the last sentence. We meant to say that . " I would not have thought that private or privileged information would be shared with the Public Trustee. Again I would ask that you reconsider our attendance.

Doris

Doris C.E. Bonora
 Partner
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JANET L. HUTCHISON
 Barrister & Solicitor

From: Bonora, Doris
Sent: 23-Apr-15 6:02 PM
To: 'Karen Platten'
Cc: 'Brian Heidecker'; Paul@sawridgetrusts.ca; 'Marco S. Poretti'
Subject: RE: meeting with Karen Platten

Karen

I understand that our request may be unusual but I do not think that there should be anything that Janet can be told that we should not know. I believe that all information that you can share with the Public Trustee's office should also be shared with the trustees when it involves our litigation. Neither the trustees nor the Public Trustee should have different information. I would not have thought that no private or privileged information would be shared with the Public Trustee. I would ask that you reconsider our attendance.

Doris

Doris C.E. Bonora
 Partner
 D +1 780 423 7188 doris.bonora@dentons.com Bio | Website
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Karen.

600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4

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Subject: RE: meeting with Karen Platten

Doris and Marco

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Thank you,



Janet L. Hutchison
 Hutchison Law
 #155, Glenora Gates
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Doris

Doris C.E. Bonora
Partner

D +1 780 423 7188 doris.bonora@dentons.com Bio | Website

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Sent: 15-Apr-15 5:04 PM

To: Marco S. Poretti; Bonora, Doris

Subject: Teleconference - 51433 JLH

Marco and Doris

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I look forward to hearing from you as to whether these dates work for your schedules.

Best regards,

Janet



Janet L. Hutchison

Hutchison Law
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3661 (ext. 225)
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HUTCHISON LAW

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Fax: (780) 426-1293
Email: jhutchison@jlhlaw.ca
Website: www.jlhlaw.ca

* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

Our File: 51433 JLH

SENT BY EMAIL ONLY

May 5, 2015

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Dentons LLP
Suite 2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter vivos Settlement (1985 Sawridge Trust); QB Action No. 1103
14112

In relation to our recent email communications regarding a possible teleconference on May 6, 2015, that call is postponed. Our email exchanges from April 21-27, 2015 have raised important issues regarding the role of all counsel. Given the suggestion that conflicts of interest may exist, we wish to respond on all issues in a comprehensive manner and in writing.

You will have my correspondence regarding those matters before the close of business on May 6, 2015.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON
JLH/cm

cc: Client

This is Exhibit "25" referred to in the
Affidavit (or statutory declaration) of

Ramon Bombak

Sworn (or affirmed or declared) before me this 12 day of

June A.D. 2015

A Commissioner for Oaths in and for Alberta
JANET L. HUTCHISON
Barrister & Solicitor

From: Bonora, Doris
To: "Janet Hutchison" (jhutchison@ihlaw.ca)
Subject: Sawridge trusts
Date: Saturday, May 09, 2015 4:33:56 PM

Janet

Thank you for your recent meeting. I wonder if you could advise if you met with Karen Platten and if so what information you received and what documents you obtained.

We look forward to your response.

Doris



Doris C.E. Bonora
 Partner

D +1 780 423 7188
doris.bonora@dentons.com
[Bio](#) | [Website](#)

Dentons Canada LLP
 2900 Manulife Place, 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

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This is Exhibit "26" referred to in the
 Affidavit (or ~~statutory declaration~~) of

Roman Bamboak

Sworn (or affirmed or declared) ☒

before me this 12 day of

June A.D. 2015

[Signature]

A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON

Barrister & Solicitor

From: Bonora, Doris
To: "Janet Hutchison" (jhutchison@ihlaw.ca)
Subject: Case management with Justice Thomas
Date: Thursday, May 14, 2015 10:30:47 PM

We have confirmed that Justice Thomas has June 30 at 2pm available for a case management conference. Can you please confirm if you are available for that date. We need to proceed with our litigation. We wish to discuss the litigation plan and if you have other issues that need to be addressed, we can certainly discuss them at that time as well. Once we confirm the date, we can determine the agenda for the case management meeting. We would also appreciate an answer to our inquiry on whether you have met with Karen Platten.

Doris



Doris C.E. Bonora
 Partner

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doris.bonora@dentons.com
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This is Exhibit "Z7" referred to in the
 Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) before me this 12 day of

June A.D. 2015

[Signature]
 A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
 Barrister & Solicitor



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This is Exhibit 28 referred to in the
Affidavit (or statutory declaration) of

Roman Bombak

* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

Sworn (or affirmed or declared)

before me this 12 day of

Our File: 51433 JLH

SENT BY EMAIL ONLY

May 15, 2015

June A.D. 20 15
[Signature]
A Commissioner for Oaths in and for Alberta

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Denton **JANET L. HUTCHISON**
2900 Manulife Place
Barister & Solicitor
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Bryan & Company
#2600 Manulife Place
10180 - 101 Street
Edmonton, Alberta
T5J 3Y2

McLennan Ross LLP
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, Alberta
T5N 3Y4

Attention: Nancy Cumming, Q.C.

Attention: Karen Platten, Q.C.

Parlee McLaws LLP
1500 Manulife Place
10180-101 Street
Edmonton, Alberta
T5J 4K1

DLA Piper
Suite 1201, Scotia Tower 2
10060 Jasper Ave
Edmonton, Alberta
T5J 4E5

Attention: Edward Molstad, Q.C.

Attention: Priscilla Kennedy

Dear Sirs and Mesdames:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

I am writing in response to Ms. Bonora's email communications sent Saturday May 9, 2015, at 4:33 PM and Thursday, May 14, 2015 at 10:31PM. I have attached copies of those emails for the benefit of Mr. Poretti, Ms. Platten and Ms. Cumming, who were not copied on those

* Denotes Professional Corporation

communications. I have attached a copy of our letter of May 6, 2015 (to Mr. Poretti and Ms. Bonora) to provide context to all other counsel. I have included Mr. Molstad and Ms. Kennedy in this communication to deal with the possibility their respective clients may wish to take a position on the pending application.

As I have advised Ms. Bonora and Mr. Poretti, and now advise all other counsel, the Public Trustee has instructed us to file an application for advice and direction. The application will include requests for advice and direction on all issues arising out of the email exchanges between counsel between April 21-27, 2015.

The application materials are in the process of being prepared. As the application will also be seeking joinder of QB Action No. 1103 14112 and QB Action 1404-04885, those materials will also be served on Ms. Platten and Ms. Cumming in due course.

To the extent that Ms. Bonora's May 9 and 14, 2015 email communications, or other email communications, require a further response, the Public Trustee will address its response to Justice Thomas in the course of the pending application.

In relation to the scheduling of the application, I note Ms. Bonora has taken the step of contacting Justice Thomas for available dates. I would appreciate hearing from all counsel regarding their availability for a June 30, 2015 appearance.

Thank you for your attention to this matter.

Yours truly,


HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/cm

Enclosure

cc: Client

Janet Hutchison

From: Bonora, Doris <doris.bonora@dentons.com>
Sent: Saturday, May 09, 2015 4:33 PM
To: 'Janet Hutchison' (jhutchison@jlhlaw.ca)
Subject: Sawridge trusts

Janet

Thank you for your recent meeting. I wonder if you could advise if you met with Karen Platten and if so what information you received and what documents you obtained.

We look forward to your response.

Doris



Doris C.E. Bonora
Partner

D +1 780 423 7188
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Janet Hutchison

From: Bonora, Doris <doris.bonora@dentons.com>
Sent: Thursday, May 14, 2015 10:30 PM
To: 'Janet Hutchison' (jhutchison@jlhlaw.ca)
Subject: Case managment with Justice Thomas

We have confirmed that Justice Thomas has June 30 at 2pm available for a case management conference. Can you please confirm if you are available for that date. We need to proceed with our litigation. We wish to discuss the litigation plan and if you have other issues that need to be addressed, we can certainly discuss them at that time as well. Once we confirm the date, we can determine the agenda for the case management meeting. We would also appreciate an answer to our inquiry on whether you have met with Karen Platten.

Doris



Doris C.E. Bonora
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* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

Our File: 51433 JLH

SENT BY EMAIL ONLY

May 6, 2015

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Dentons LLP
2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

Further to our correspondence of May 5, 2015, I am writing to advise that I have instructions from the Public Trustee of Alberta to:

- 1.) Postpone the questioning of Paul Bujold to a later date;
- 2.) File an application for, *inter alia*, the advice and direction of the Court in this proceeding.

Your offices were already aware that the Public Trustee proposed to bring an application to address issues around production of documents in the within proceeding. That application was not anticipated to impact the scheduled questioning. However, the email exchanges between April 21-27, 2015 have raised more immediate issues on which the Public Trustee requires guidance from the Court. The nature of these issues requires our client to have that guidance before questioning can proceed.

The Public Trustee's application will address issues, including the following :

- a.) Should the within proceeding and QB Action No. 1404 04885 be joined;
- b.) The respective roles of all counsel involved in the within proceeding and QB Action No. 1404 04885;

- c.) Whether any counsel have conflicts of interest (in either matter) and if so, how to address said conflicts of interest;
- d.) Whether the Court should exercise its discretion under Rule 3.10 of the *Alberta Rules of Court* to apply Part 5 of the Rules, in whole or in part, to the within proceeding;
- e.) Setting an appropriate schedule/ litigation plan for remaining steps in the proceeding (or joined proceedings).

The Public Trustee will be contacting the Court regarding Justice Thomas' availability and will serve materials in this application as expeditiously as possible.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/cm
Enclosure

cc: Client



HUTCHISON LAW

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Website: www.jlhlaw.ca

This is Exhibit 29 referred to in the
Affidavit (or statutory declaration) of

* Janet L. Hutchison, L.L.B.

Rebecca C. Warner, B.A., J.D., Student-at-Law

Kamran Bombak
Sworn (or affirmed or declared) by

before me this 12 day of Our File: 51433 JLH

SENT BY EMAIL ONLY

May 22, 2015

June A.D. 20 15
[Signature]
A Commissioner for Oaths in and for Alberta

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Dentons LLP **JANET L. HUTCHISON**
2900 Manulife **Barrister & Solicitor**
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

I acknowledge receipt of Ms. Bonora's email communication dated May 21, 2015 and sent at 9:49PM.

In my correspondence dated May 19, 2015, I requested the Sawridge Trustee's position on the addition of agency fees for Supreme Advocacy to our 2014 costs agreement. I have not actually received a direct response to that correspondence. However, I note that the May 21, 2015 email lists "Costs issues in respect of Ms. Hutchinson (*sic*) seeking to hire outside counsel from Ontario" as an issue to be raised before Justice Thomas.

I would appreciate receiving the following:

- 1.) A direct response advising of your position on our May 19, 2015 correspondence in relation to costs;
- 2.) If your May 21, 2015 email was intended to advise that your client opposes the Public Trustees' use of agency resources (in this case Supreme Advocacy), whether the Sawridge Trustees intend to put that issue before Justice Thomas in your application. Alternatively, advise if your communication was intended to indicate that the Public Trustee should include this costs issue in its application for advice and direction;

* Denotes Professional Corporation

3.) Confirmation that you have ascertained that all counsel are available for the June 30th appearance. Our office had only heard confirmation of availability in relation to yourselves and Mr. Molstad.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON
JLH/cm

cc: Client

cc: Priscilla Kennedy, DLA Piper

cc: Ed Molstad, Parlee McLaws

cc: Nancy Cumming, Bryan & Company

cc: Karen Platten, McLennan Ross LLP

From: Bonora, Doris <doris.bonora@dentons.com>
Sent: Friday, May 22, 2015 5:50 PM
To: Chantelle Monson; 'Janet Hutchison' (jhutchison@jlhlaw.ca)
Subject: RE: Sawridge Trust - 51433 JLH

Janet

I have reviewed your letter of May 22, 2015. . We are not copying all counsel that you have invited to the application on this email, as the issue of costs is an issue between the parties in the litigation in which we are involved and should not be copied to all counsel who are not involved in our litigation. We are concerned about your correspondence being sent to all counsel on an issue that only involves us.

We can confirm that we do not agree with you hiring counsel from Ontario and paying them from the trust

We will raise this issue of costs in our application on June 30, 2015.

We understood that you have invited counsel to the June 30, 2015 application because the Public Trustee has issues that they wish to address with these other lawyers and their respective clients . Our application and case management meeting involves the litigation plan and involves the issue of costs that you have raised. We do not have other issues. We only have issues that involve your client and the Sawridge trusts in the action involving the change in beneficiary definition. We understand that you are available for our application on June 30, 2015..

We are also waiting on a response from you. We have asked you to advise us if you have met with Karen Platten and you have not provided a response. May we please have a response.

Doris Bonora

DENTONS

Doris C.E. Bonora
 Partner

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 doris.bonora@dentons.com
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 2900 Manulife Place, 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

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This is Exhibit "30" referred to in the
 Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) to

before me this 12 day of

June A.D. 2015

[Signature]
 A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

From: Chantelle Monson [<mailto:CMonson@jlhlaw.ca>]

Sent: 22-May-15 4:11 PM

To: Marco Poretti <mporetti@rmrf.com>; Bonora, Doris

Cc: Priscilla Kennedy <priscilla.kennedy@dlapiper.com>; Edward H. Molstad <emolstad@parlee.com>; Nancy Cumming

Subject: Sawridge Trust - 51433 JLH

Good Afternoon,

Please find attached a letter in the above noted matter.

Thank you,



HUTCHISON LAW

Chantelle Monson
Legal Assistant

Hutchison Law
#155, Glenora Gates
10403 - 122 Street
Edmonton, AB T5N 4C1
Phone: 780-423-3661 (ext. 223)
Fax: 780-426-1293

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From: Bonora, Doris <doris.bonora@dentons.com>
Sent: Friday, May 22, 2015 5:53 PM
To: Chantelle Monson; Marco Poretti <mporetti@rmrf.com>
Cc: Priscilla Kennedy <priscilla.kennedy@dlapiper.com>; Edward H. Molstad <emolstad@parlee.com>; Nancy Cumming <necumming@bryanco.com>; Karen Platten <kplatten@mross.com>; Janet Hutchison
Subject: RE: Sawridge Trust - 51433 JLH

Please be advised that we have provided a response to Ms. Hutchison in respect of the letter that she copied to all counsel but we do not believe that all counsel copied should be involved in this discussion and thus have not provided our response to all counsel. If you believe that you should receive a copy of our response, please advise

Doris.



Doris C.E. Bonora
 Partner

D +1 780 423 7188
 doris.bonora@dentons.com
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From: Chantelle Monson [<mailto:CMonson@jlhlaw.ca>]

Sent: 22-May-15 4:11 PM

To: Marco Poretti <mporetti@rmrf.com>; Bonora, Doris

Cc: Priscilla Kennedy <priscilla.kennedy@dlapiper.com>; Edward H. Molstad <emolstad@parlee.com>; Nancy Cumming <necumming@bryanco.com>; Karen Platten <kplatten@mross.com>; Janet Hutchison

Subject: Sawridge Trust - 51433 JLH

Good Afternoon,

Please find attached a letter in the above noted matter.

Thank you,

This is Exhibit 31 referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

before me this 12 day of

June A.D. 2015

A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
 Barrister & Solicitor



HUTCHISON LAW

Chantelle Monson
Legal Assistant

Hutchison Law
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Website: www.jlhlaw.ca

This is Exhibit "32" referred to in the
Affidavit (or statutory declaration) of

* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

Roman Bombak
Sworn 'or affirmed or declared' ☒

before me this 12th day of June A.D. 2015 Our File: 51433 JLH

SENT BY EMAIL ONLY

May 27, 2015

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

Dentons LLP
2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103
14112

I acknowledge receipt of Ms. Bonora's email communication dated May 22, 2015 (sent at 5:50 PM).

In response to that email communication, please be advised:

- 1.) Ms. Bonora's email of May 21, 2015 was copied to all counsel. That email referred to "costs issues in respect of Ms. Hutchinson (*sic*) seeking to hire outside counsel from Ontario".
- 2.) Our correspondence dated May 22, 2015 was in response to Ms. Bonora's May 21, 2015 email. It was copied to the same parties Ms. Bonora included in her communication.
- 3.) If the Sawridge Trustees prefer the topic of agent counsel and associated costs be addressed solely between the Public Trustee and the Sawridge Trustees, that is acceptable to our client. We would appreciate it if Ms. Bonora would refrain from copying other counsel on that topic to avoid future confusion.
- 4.) Ms. Bonora's email dated May 22, 2015 (sent at 5:50PM) states: "We are also waiting on a response from you. We have asked you to advise us if you have met with Karen Platten and you have not provided a response. May we please have a response.". I would direct

your attention to my correspondence of May 15, 2015 which responded to Ms. Bonora's first request for this information.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/cm

cc: Client



HUTCHISON LAW

#155 Glenora Gates
10403 122 Street
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T5N 4C1

Telephone: (780) 423-3661

Fax: (780) 426-1293

Email: jhutchison@jlhlaw.ca

Website: www.jlhlaw.ca

This is Exhibit 33 referred to in the Affidavit (or statutory declaration) of

* Janet L. Hutchison, L.L.B.

Rebecca C. Warner, B.A., J.D., Student-at-Law

Roman Bombak

Sworn (or affirmed or declared) at

before me this 12 day of June A.D. 20 15

SENT BY EMAIL ONLY

May 27, 2015

[Signature]
A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON

~~Barister & Solicitor~~

2900 Manulife Place

10180 - 101 Street

Edmonton Alberta T5J 3V5

Reynolds Mirth Richards & Farmer LLP

Suite 3200 Manulife Place

10180 - 101 Street

Edmonton, Alberta T5J 3W8

Attention: Marco Poretti

Attention: Doris Bonora

Bryan & Company

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McLennan Ross LLP

600 McLennan Ross Building

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Attention: Nancy Cumming, Q.C.

Attention: Karen Platten, Q.C.

Parlee McLaws LLP

1500 Manulife Place

10180-101 Street

Edmonton, Alberta

T5J 4K1

DLA Piper

Suite 1201, Scotia Tower 2

10060 Jasper Ave

Edmonton, Alberta

T5J 4E5

Attention: Edward Molstad, Q.C.

Attention: Priscilla Kennedy

Dear Sirs and Mesdames:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

I am writing in response to Ms. Bonora's email communications sent Friday, May 22, 2015 at 5:53PM.

* Denotes Professional Corporation

The Public Trustee has no objection to deal with the "costs issues in respect of Ms. Hutchinson (*sic*) seeking to hire outside counsel from Ontario" solely with the Sawridge Trust's counsel.

All counsel were copied with the Public Trustee's May 22, 2015 correspondence in response to Ms. Bonora's email of May 21, 2015 (sent at 9:49pm), which referred to that issue and was addressed to all counsel.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW


PER: JANET L. HUTCHISON

J.H./cm

cc: Client

DENTONS

Doris C.E. Bonora

doris.bonora@dentons.com
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June 1, 2015

File No.: 551860-1

DELIVERED VIA FAX (780-426-1293)

Hutchison Law
Barristers and Solicitors
#155, Glenora Gates
10403 - 122 Street
Edmonton, Alberta T5N 4C1

Attention: Janet Hutchison

Dear Madam:

RE: Sawridge Trust

This is Exhibit "34" referred to in the
Affidavit (or ~~statutory declaration~~) of

Roman Bombak

Sworn ~~or affirmed or declared~~ do

before me this 12 day of

June A.D. 20 15

[Signature]
A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

We are writing in respect of the issue of the proposed meeting you may have had with Karen Platten. We understand that you are taking the position that you will not respond to our request for information in respect of the proposed meeting and that you prefer to discuss this only with Justice Thomas. We are surprised by this. Our system works on advance notice to parties and not having surprises in court. We assume that you will advise of whether the meeting took place in your brief or in an affidavit so that we will have an advance warning of the evidence and of your position. We fail to understand the clandestine nature of this proposed meeting. We wonder if you can advise if we will have any advance warning or notice of what you plan to reveal to Justice Thomas. It is unlike the Public Trustee to keep information from parties that they will only reveal to the court.

Yours very truly,
Dentons Canada LLP

[Signature]
Doris C.E. Bonora
DCEB/pach



HUTCHISON LAW

#155 Glenora Gates
10403 122 Street
Edmonton, Alberta
T5N 4C1

Telephone: (780) 423-3661
Fax: (780) 426-1293
Email: jhutchison@jlhlaw.ca
Website: www.jlhlaw.ca

This is Exhibit "35" referred to in the Affidavit (or statutory declaration) of

Bonora Bonora

* Janet L. Hutchison, L.L.B.
Rebecca C. Warner, B.A., J.D., Student-at-Law

Sworn ~~or affirmed or declared~~ ☒

before me this 12 day of June Our File: 51433 JLH

SENT BY EMAIL ONLY

May 19, 2015

Reynolds Mirth Richards & Farmer LLP
Suite 3200 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3W8

June A.D. 20 15
[Signature]
A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
~~Deputy~~ **Barrister & Solicitor**
2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust); QB Action No. 1103 14112

I am writing in response to Ms. Bonora's proposed litigation plan in this matter, received by way of email from Ms. Hagerman on April 30, 2015. As you will be aware, that plan does not currently refer to the Public Trustee's pending application for Joinder and Advice and Directions. I suggest we revise the proposed litigation plan once the Public Trustee's application is set down.

Regardless of future changes to the litigation plan, it is clear that the main application will be proceeding on ambitious timelines. The Public Trustee has no objection to that approach. However, we have determined that there may be a need, from time to time, for the assistance of agent counsel to ensure the Public Trustee is able to act within those timelines, while thoroughly addressing all issues affecting the interests of the minor beneficiaries (or potential minor beneficiaries).

As such, the Public Trustee has instructed me to proceed to involve my firm of choice for agency services/ legal research, namely Supreme Advocacy LLP. I can advise that the hourly rates of the counsel we deal with at Supreme Advocacy LLP are as follows:

- 1.) Eugene Meehan - \$750.00/hr.
- 2.) Marie France- Major- \$500.00/hr.

3.) Thomas Slade- \$300.00.

We have consistently found Supreme Advocacy's work to be extremely efficient and useful. When hiring other, less experienced agents, there is potential for wasted effort or overlapping work. That has never been my experience with Supreme Advocacy.

We would, of course, provide copies of Supreme Advocacy LLP's accounts on the same basis as we provide our own accounts. A detailed account would go to the Public Trustee for review. A redacted / less detailed account that removes all privileged information, lists the month the services are provided and provides total hours for each timekeeper would be provided to the Sawridge Trust.

I trust that this addition to our costs agreement of fall 2014 will not present any issues. I am confident that both Dentons and RMRF [being well-recognized firms with significant legal depth] will appreciate the need for a broader legal team in order to move this matter forward on ambitious timelines. However, should this request present any difficulty, I would appreciate your advice in this regard prior to May 27, 2015 such that we can add this issue to the Public Trustee's application for advice and direction if it cannot be addressed by agreement.

Thank you for your attention to this matter.

Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/cm

cc: Client

From: Bonora, Doris
To: Edward H. Molstad; "hutchison@tlhlaw.ca"; "priscilla.kennedy@dlapiper.com"; "necumming@bryanco.com"; "kolatten@mross.com"
Cc: mporetti@rmrf.com
Subject: RE: Sawridge Trusts Case management meeting June 30, 2015, 2 pm
Date: Thursday, May 21, 2015 9:49:12 PM
Attachments: image001.png

Please be advised that Justice Thomas has confirmed that he will hear us on June 30, 2015. I will forward the letter I have sent him to confirm the meeting. He would like an agenda. At this point the only issues that we are certain will be on the agenda will be :

1. Litigation plan in the Sawridge trust action involving variation of the trust to change the definition of beneficiary
2. Costs issues in respect of Ms. Hutchinson seeking to hire outside counsel from Ontario
3. Joining of various actions (unclear on the details)

Please be advised that Justice Thomas wishes us to conform to Practice Note #2 in respect of the hearing. Thus all applicants must comply with Rule 6.3 and all parties will be required to file briefs

We wish to address our litigation plan which will be attached to the letter to Thomas. I understand that only Janet Hutchinson will respond to this issue.

I understand that Ms. Hutchinson is going to be seeking direction on a number of other issues. We will need confirmation of the issues and any evidence she intends to produce so that everyone has notice of the issues that need to be addressed. Compliance with Rule 6.3 will likely suffice.

Thus I will assume that in the interests of practice note #2. Sawridge trustees will be applicants in respect of the litigation plan and Ms. Hutchinson will be a respondent. Ms. Hutchinson will be an applicant in respect of her issues and all other counsel including Dentons/RMRF will be respondents.

I would be happy to have any thoughts on this.

Doris



Doris C.E. Bonora
 Partner

D +1 780 423 7188
doris.bonora@dentons.com
 Bio | Website

Dentons Canada LLP
 2900 Manulife Place, 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

This is Exhibit "36" referred to in the
 Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) *do*

before me this 12th day of

June A.D. 2015

Janet L. Hutchinson
 A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
 Barrister & Solicitor
 Barrister & Solicitor

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From: Iris E. Doel [mailto:idoel@parlee.com] **On Behalf Of** Edward H. Molstad

Sent: 19-May-15 10:42 AM

To: 'jhutchison@jlhlaw.ca'

Cc: Bonora, Doris; mporetti@rmrf.com; 'priscilla.kennedy@dlapiper.com'; 'kplatten@mross.com'; 'necumming@bryanco.com'

Subject: Sawridge Trusts Our File 64203.7

Ms. Hutchison:

In reply to your letter of May 15th, 2015, we would ask that you provide us with your Application materials and once we are in receipt we will seek instructions from our client as to whether we should attend. If the matter proceeds on June 30th, 2015, we are available on that date.

EHM/ied

Edward H. Molstad Q.C. | Counsel



PARLEE McLAWS LLP

1500 Manulife Place, 10180-101 Street Edmonton, AB T5J 4K1

Direct: 780.423.8506 | Fax: 780.423.2870 | Email: emolstad@parlee.com

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SUPREME ADVOCACY LLP SRL

Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June

A.D. 20 15

A Commissioner for Oaths in and for Alberta

Eugene Meehan, Q.C.

340 Gilmour Street, Suite 100
Ottawa, ON K2P 0R3
Telephone: (613) 695-8855
Fax: (613) 695-8580

318

Litigation Partner at *Supreme Advocacy LLP*, Ottawa.

Executive Legal Officer to Chief Justice Lamer, Supreme Court of Canada, 1990-1992

Appointed Queen's Counsel 1999

National President, Canadian Bar Association, 1999-2000

Recognized by *The Best Lawyers in Canada* for: Aboriginal Law, Public Law & Administrative Law.

JANET L. HUTCHISON
Barrister & Solicitor

Education & Bars	Recent Representative Work	Relevant Experience
<p>Called to the following Canadian provincial and territorial bars:</p> <ul style="list-style-type: none"> Ontario & Alberta Yukon, N.W.T. & Nunavut <p>University of Edinburgh, LL.B., 1975 McGill University, LL.M., 1976 University of Ottawa, LL.B., 1978 McGill University, D.C.L. (Doctor of Civil Law), 1984</p>	<p>Appeared as counsel/co-counsel/SCC Agent before Court of Appeal and Supreme Court of Canada in a number of cases.</p> <ul style="list-style-type: none"> <i>Chief Sheldon Taypotat, et al. v. Louis Taypotat</i>, 2015 SCC 30 <i>Tsilhqot'in Nation v. British Columbia</i>, 2014 SCC 44 <i>Canada (Attorney General) v. Lameman</i>, [2008] 1 S.C.R. 372 <i>McDiarmid Lumber Ltd. v. God's Lake First Nation</i>, [2006] 2 S.C.R. 846 <i>Ross River Dena Council Band v. Canada</i>, [2002] 2 S.C.R. 816 	<ul style="list-style-type: none"> actively practises in Alberta, and is currently counsel of record in matters at the Alberta Q.B. level. Queen's Counsel designation is Albertan Professor of Law at the University of Alberta (1978-1986) co-authored the first edition of <i>Creditors' Remedies in Alberta</i> (1987) continuous member of the Alberta bar for 33 years articled at <i>Parlee McLaws</i>

Marie-France Major

Litigation Partner at *Supreme Advocacy LLP*, Ottawa.

Articled with Justice LaForest at the Supreme Court of Canada.

Recognized by *The Best Lawyers in Canada* for: Aboriginal Law.

Education & Bars	Recent Representative Work
<ul style="list-style-type: none"> Called to the Ontario Bar, 1995 University of Ottawa, B.Sc.Soc., 1983 University of Ottawa, LL.B., 1986 University of Oxford, B.C.L., 1987 University of California at Berkeley, J.S.D., 1994 (Doctorate) 	<p>Appeared as counsel/co-counsel/SCC Agent before Court of Appeal and Supreme Court of Canada in a number of cases.</p> <ul style="list-style-type: none"> <i>Harry Daniels, et al. v. Her Majesty the Queen, et al.</i> (35945) – Leave granted <i>Alberta (Aboriginal Affairs and Northern Development) v. Cunningham</i>, [2011] 2 S.C.R. 670 <i>Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council</i>, [2010] 2 S.C.R. 650 <i>Ermieskin Indian Band and Nation v. Canada</i>, [2009] 1 S.C.R. 222 <i>R. v. Kapp</i>, [2008] 2 S.C.R. 483

Thomas Slade

Litigation lawyer at *Supreme Advocacy LLP*, specializing in appellate litigation (Courts of Appeal & Supreme Court of Canada)

Education & Bars	Recent Representative Work
<ul style="list-style-type: none"> Called to the Ontario Bar, 2011 Carleton University, Bachelor of Journalism, 2007 University of Ottawa, LL.B., 2010 	<p>Appeared as counsel/co-counsel before the Ontario & Federal Court of Appeal, & Supreme Court of Canada</p>

Issue #1: Who qualifies as Band Member/ Beneficiary-identification

QB 1103 14112:

- "The Public Trustee seeks to investigate these issues... to reassure itself (and the Court) that the beneficiary class can and has been adequately defined. [para 46, Justice D.R.G. Thomas, June 12, 2012 Reasons for Judgment ("Reasons")]
- "... it would be peculiar if, in varying the definition of "Beneficiary" in the trust documents, that the Court did not make some sort of inquiry as to the membership application process that the Trustees and the Chief and Council acknowledge is underway" [para 48, Reasons]
- "This Court has an obligation to make inquiries as to the procedure and status of Band membership where a party (or its representative) who is potentially a claimant to the Trust queries whether the beneficiary class can be "ascertained" [para 49, Reasons]
- "The Trustees seek this Court's direction in setting the procedure for seeking the opinion, advice and direction of the Court in regard to: (a) Determining the membership of the 1985 Trust" [para 14(a), Affidavit of Paul Bujold, August 30, 2011]

QB 1403 04885:

- "Examination of and ensuring that the system for ascertaining membership of the Trusts is fair, reasonable, timely, unbiased and in accordance with Charter principles and natural justice;" [Exhibit J, para E(3), Affidavit of Ms. Twinn, December 8, 2014]

This is Exhibit 38 referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared) by

before me this 12 day of

June A.D. 2015

Janet L. Hutchison
A Commissioner for Oaths in and for Alberta

JANET L. HUTCHISON
Barrister & Solicitor

Issue #2: Existence of Conflicts of Interest affecting Membership process, Trustees, or both

QB 1103 14112:

- "...the Sawridge Trustees are personally affected by the assignment of persons inside and outside the Trust." [para 23, Reasons]
- "...the key players in both the administration of the Sawridge Trust and of the Sawridge Band overlap and these persons are currently entitled to shares of the Trust property. The members of the Sawridge Band Chief and Council are elected by and answer to an interested group of persons, namely those

QB 1403 04885:

- "Seeks advice and direction regarding the proper composition of the Board of trustees, including elimination or reduction of the number of elected officials of the Sawridge Indian Band." [Application for Advice and Direction, September 26, 2014]
- "Trustee selection and succession, including the process now and in the future, including examination of a separated model to remove conflict of interest, be it

who will have a right to share in the 1985 Sawridge Trust. These facts provide a logical basis for a concern by the Public Trustee and this Court of a potential for unfair distribution of the assets of the 1985 Sawridge Trust." [para 25, Reasons]

- "I reject the position of the Sawridge Band that there is no potential for conflict of interest to arise in these circumstances." [para 26, Reasons]
- "The Sawridge Trustees and the adult members of the Sawridge Band (including the Chief and Council) are in a potential conflict between their personal interests and their duties as fiduciaries" [para 28, Reasons]
- "The Public Trustee's role is necessary due to the potential conflict of interest of other litigants and the failure of the Sawridge Trustees to propose alternative independent representation." [para 42, Reasons]

actual, structural or of the appearance of conflict of interest;" [Exhibit J, para E(1), Affidavit of Ms. Twinn, December 8, 2014]

Issue #3: Transfer of Assets to 1985 Trust

QB 1103 14112:

- "To seek relief with respect to the transfer of assets to the 1985 Sawridge Trust" [para 1(b), Order by Justice D.R.G. Thomas, September 6, 2011]

QB 1403 04885:

- "Determination of how assets were held and transferred from Trust inception to the present day;" [Exhibit J, para E(6), Affidavit of Ms. Twinn, December 8, 2014]

Issue #4: Administration and Management of 1985 Trust

QB 1103 14112:

- "An application shall be brought by the Trustees of the 1985 Sawridge Trust for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Sawridge Trust (hereinafter referred to as the "Advice and Direction Application")." [para 1, Order by Justice D.R.G. Thomas, September 6, 2011]
- The Public Trustee of Alberta must protect

QB 1403 04885:

- "I have serious concerns regarding the administration of the Trust and it is my belief that it is important and my duty that this information be brought to the attention of the Court. It is my intention to provide a copy of my Affidavit, unfiled, to the Court at the hearing of this application so that the confidentiality of the subject matter of my Affidavit can be maintained pending further direction from this Honourable Court how to proceed in this regard." [para 16, Affidavit]

the interests of any minor beneficiaries or potential beneficiaries in relation to the 1985 Trust. [*Public Trustee Act*, s.21 and s.22]

of Ms. Twinn, December 8, 2014]

- "...I have raised the issues of trustee succession, accountability, beneficiary determination, undue influence and conflict of interest on numerous occasions, including putting forward a proposal in writing shortly after the June 12, 2012 decision issued by Justice Thomas in QB Action No. 1103-14112, but have been unable to obtain any results. A recent example of this is in May 2014 when I provided a Binding Issue Resolution Process Agreement to the other trustees for their review and comment in order to set out a process in which to discuss and resolve the issues that are the subject matter of the Application. The other trustees refused and/or willfully failed to engage in this or any process. I believe that I have exhausted my ability to address these matters internally and that adjudication by the courts has become the only avenue available to address and resolve these matters. Attached as Exhibit "J" to my Affidavit is a copy of the Binding Issue Process Agreement I circulated." [para 23, Affidavit of Ms. Twinn, December 8, 2014]

QB 1103 14112:

- "To seek direction with respect to the definition of "Beneficiaries" contained in the 1985 Sawridge Trust, and if necessary to vary the 1985 Sawridge Trust to clarify the definition of "Beneficiaries"." [para 1(a), Order by Justice D.R.G. Thomas, September 6, 2011]

QB 1403 04885:

- Not in issue

- Not in issue

- Approval of appointment of individual Trustees