

COURT FILE NUMBER

1103 14112

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 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, MARGARET WARD, TRACEY
SCARLETT, EVERETT JUSTIN TWIN AND DAVID
MAJESKI, as Trustees for the 1985 Sawridge Trust
("Sawridge Trustees")

DOCUMENT

**BOOK OF DOCUMENTS OF THE INTERVENOR,
SAWRIDGE FIRST NATION, ON THE ASSET TRANSFER ISSUE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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Barristers and Solicitors
1700 Enbridge Centre
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Edmonton, AB T5J 0H3
Attention: Edward H. Molstad, Q.C.
Telephone: 780-423-8506
Facsimile: 780-423-2870
File No.: 64203-7/EHM

Dentons Canada LLP
2500 Stantec Tower
10220 103 Avenue
Edmonton, AB T5J 3V5
Attn: Doris C. E. Bonora/Michael S. Sestito
Email: doris.bonora@dentons.com/
michael.sestito@dentons.com

McLennan Ross LLP
600 McLennan Ross Building
12220 Stony Plain Road
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Attn: Crista Osualdini/Dave Risling
Email: cosualdini@mross.com/
drisling@mross.com

Counsel for the 1985 Trustees

Counsel for Catherine Twinn

Hutchison Law
190 Broadway Business Square
130 Broadway Boulevard
Sherwood Park, AB T8H 2A3
Attn: Janet Hutchison
Email: jhutchison@jlhlaw.ca

**Counsel for the Office of the Public
Guardian and Trustee of Alberta**

Shelby Twinn
9918 – 115 Street
Edmonton, AB T5K 1S7
Email: s.twinn@live.ca

**Self-Represented Party,
Intervenor on Asset Transfer Issue**

Field Law
2500 Enbridge Centre
10175-101 Street
Edmonton, AB T5J 0H3
Attn: P. Jonathan Faulds, Q.C.
Email: pfaulds@fieldlaw.com

**Counsel for the Office of the Public
Guardian and Trustee of Alberta**

BOOK OF DOCUMENTS RELIED ON (BINDED SEPARATELY)

- A. Affidavit of Paul Bujold sworn September 12, 2011, filed September 13, 2011
- B. Exhibit B to the Affidavit of Paul Bujold sworn September 12, 2011 (Meeting of the Trustees and Settlers of the Sawridge Band Trust June 1982)
- C. Exhibit C to the Affidavit of Paul Bujold sworn September 12, 2011 (Order of Mr. Justice D. H. Bowen dated June 15, 1983)
- D. Exhibit D to the Affidavit of Paul Bujold sworn September 12, 2011 (Agreement – December 19, 1983)
- E. Exhibit E to the Affidavit of Paul Bujold sworn September 12, 2011 (Transfer Agreement – December 19, 1983)
- F. Exhibit F to the Affidavit of Paul Bujold sworn September 12, 2011 (Bill C-31)
- G. Exhibit G to the Affidavit of Paul Bujold sworn September 12, 2011 (1985 Trust – Declaration of Trust)
- H. Exhibit H to the Affidavit of Paul Bujold sworn September 12, 2011 (Sawridge Band Trust Resolution of Trustees April 15, 1985)
- I. Exhibit I to the Affidavit of Paul Bujold sworn September 12, 2011 (Sawridge Band Resolution April 15, 1985)
- J. Exhibit K to the Affidavit of Paul Bujold sworn September 12, 2011 (1986 Trust – Declaration of Trust)
- K. Relevant Pages from the Transcript of the Questioning on Affidavit of Paul Bujold May 27 & 28, 2014
- L. Affidavit of Darcy Twin sworn September 24, 2019, filed September 26, 2019
- M. Exhibit A to the Affidavit of Darcy Twin (1982 Trust – Declaration of Trust)
- N. Exhibit B to the Affidavit of Darcy Twin (Excerpts of Transcript of Walter Patrick Twinn October 1993)
- O. Exhibit C to the Affidavit of Darcy Twin (December 23, 1993 letter)

- P.** Exhibit D to the Affidavit of Darcy Twin (August 24, 2016 Consent Order)
- Q.** Exhibit E to the Affidavit of Darcy Twin (April 25, 2019 email from Justice Henderson)
- R.** Exhibit F to the Affidavit of Darcy Twin (Transcript of the April 25, 2019 Proceeding)
- S.** Exhibit G to the Affidavit of Darcy Twin (Transcript of the September 4, 2019 Proceeding)
- T.** Exhibit H to the Affidavit of Darcy Twin (September 13, 2019 Application)
- U.** Exhibit I to the Affidavit of Darcy Twin (December 18, 2018 Consent Order)
- V.** Affidavit of Roland Twinn, sworn September 21, 2016, filed September 28, 2016 at para 7 and Exhibit 2 at para 2
- W.** Correspondence from INAC of attaching Band Lists, being documents SAW002316-2323 of the Supplemental Affidavit of Records sworn by Paul Bujold on April 27, 2018
- X.** Band Council Resolution 54-117-85/86, being document SAW001895 of the Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018
- Y.** Demand Debenture executed January 21, 1985, being document SAW000495-521 of the Affidavit of Records sworn by Paul Bujold on November 2, 2015
- Z.** Assignment of Debenture, being document SAW000537-539 of the Affidavit of Records sworn by Paul Bujold on November 2, 2015
- AA.** Affidavit of Paul Bujold sworn and filed February 15, 2017 at paras 75, 153-155
- BB.** Transcript from the October 30, 2019 Proceedings at page 30
- CC.** Financial Statement of Sawridge Band Inter Vivos Settlement Trust for 1985-1986, being document SAW000488-493 at 492 of the Affidavit of Records sworn by Paul Bujold on November 2, 2015

TAB A

Clerk's stamp:



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COURT OF QUEEN'S BENCH OF ALBERTA
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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, 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 PAUL BUJOLD on advice
and direction in the 1985 trust**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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

Attention: Doris C.E. Bonora
Telephone: (780) 425-9510
Fax: (780) 429-3044
File No: 108511-001-DCEB

AFFIDAVIT OF PAUL BUJOLD

Sworn on September 12, 2011

I, Paul Bujold, of Edmonton, Alberta swear 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 information and belief, in which case I verily believe the same to be true.

2. I make this affidavit in support of an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust.

Issues for this Application

3. At present, there are five trustees of the 1985 Trust: Bertha L’Hirondelle, Clara Midbo, Catherine Twinn, Roland C. Twinn and Walter Felix Twin (hereinafter referred to as the “Trustees”).
4. The Trustees would like to make distributions for the benefit of the beneficiaries of the 1985 Trust. However, concerns have been raised by the Trustees:
 - a. Regarding the definition of “Beneficiaries” contained in the 1985 Trust.
 - b. Regarding the transfer of assets into the 1985 Trust.
5. Accordingly, the Trustees seek the opinion, advice and direction of the Court in regard to these matters.

Background

6. In 1966, Chief Walter Patrick Twinn (hereinafter referred to as “Chief Walter Twinn”) became the Chief of the Sawridge Band No. 454, now known as Sawridge First Nation (hereinafter referred to as the “Sawridge First Nation” or the “Nation”), and remained the Chief until his death on October 30, 1997.

7. I am advised by Ronald Ewoniak, CA, retired engagement partner on behalf of Deloitte & Touche LLP to the Sawridge Trusts, Companies and First Nation, and do verily believe, that Chief Walter Twinn believed that the lives of the members of the Sawridge First Nation could be improved by creating businesses that gave rise to employment opportunities. Chief Walter Twinn believed that investing a portion of the oil and gas royalties received by the Nation would stimulate economic development and create an avenue for self-sufficiency, self-assurance, confidence and financial independence for the members of the Nation.
8. I am advised by Ronald Ewoniak, CA, and do verily believe, that in the early 1970s the Sawridge First Nation began investing some of its oil and gas royalties in land, hotels and other business assets. At the time, it was unclear whether the Nation had statutory ownership powers, and accordingly assets acquired by the Nation were registered to the names of individuals who would hold the property in trust. By 1982, Chief Walter Twinn, George Twin, Walter Felix Twin, Samuel Gilbert Twin and David Fennell held a number of assets in trust for the Sawridge First Nation.

Creation of the 1982 Trust

9. I am advised by Ronald Ewoniak, CA, and do verily believe, that in 1982 the Sawridge First Nation decided to establish a formal trust in respect of the property then held in trust by individuals on behalf of the present and future members of the Nation. The establishment of the formal trust would enable the Nation to provide long-term benefits to the members and their descendents. On April 15, 1982, a declaration of trust establishing the Sawridge Band Trust (hereinafter referred to as the "1982 Trust") was executed. Attached as **Exhibit "A"** to my Affidavit is a copy of the 1982 Trust.
10. In June, 1982, at a meeting of the trustees and the settlor of the 1982 Trust, it was resolved that the necessary documentation be prepared to transfer all property held by Chief Walter Twinn, George Vital Twin and Walter Felix Twin, in trust for the present

and future members of the Nation, to the 1982 Trust. Attached as **Exhibit "B"** to my Affidavit is a copy of the resolution passed at the said meeting dated June, 1982.

11. The 1982 Trust was varied by a Court Order entered on June 17, 2003, whereby paragraph 5 of the 1982 Trust was amended to provide for staggered terms for the trustees. Attached as **Exhibit "C"** to my Affidavit is a copy of the Court Order entered on June 17, 2003 varying the 1982 Trust.
12. On December 19, 1983, a number of properties and shares in various companies which had been held by Chief Walter Twinn, Walter Felix Twin, Samuel Gilbert Twin and David Fennell in trust for the present and future members of the Nation were transferred into the 1982 Trust. Attached as **Exhibit "D"** to my Affidavit is an agreement dated December 19, 1983, transferring certain assets into the 1982 Trust. Attached as **Exhibit "E"** to my Affidavit is a transfer agreement dated December 19, 1983 transferring certain assets from the 1982 Trust to Sawridge Holdings Ltd.

Changes in Legislation – The *Charter of Rights and Freedoms* and *Bill C-31*

13. On April 17, 1982, the *Constitution Act, 1982*, which included the *Canadian Charter of Rights and Freedoms* (hereinafter referred to as the "*Charter*"), came into force. Section 15 of the *Charter* did not have effect, however, until April 17, 1985, to enable provincial and federal legislation to be brought into compliance with it.
14. After the *Charter* came into force, the federal government began the process of amending the *Indian Act*, R.S.C. 1970, c. I-6 (hereinafter referred to as the "*1970 Indian Act*"). Following the federal election in 1984, the government introduced *Bill C-31*, a copy of which is attached as **Exhibit "F"** to my Affidavit. *Bill C-31* was introduced to address concerns that certain provisions of the *1970 Indian Act* relating to membership were discriminatory.

15. It was expected that *Bill C-31* would result in an increase in the number of individuals included on the membership list of the Sawridge First Nation. This led the Nation to settle a new trust, the 1985 Trust, within which assets would be preserved for the Band members as defined by the legislation prior to *Bill C-31*.

Creation of the 1985 Trust

16. Attached as **Exhibit "G"** to my Affidavit is a copy of the 1985 Trust dated April 15, 1985.

17. The 1985 Trust provides that the "Beneficiaries" are:

"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 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 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."

18. The 1985 Trust effectively "froze" the definition of beneficiaries according to the legislation as it existed prior to *Bill C-31*.

19. Attached as **Exhibit "H"** to my Affidavit is a copy of a Resolution of Trustees dated April 15, 1985, whereby the trustees of the 1982 Trust resolved to transfer all of the assets of the 1982 Trust to the 1985 Trust.
20. On April 15, 1985, the Sawridge First Nation approved and ratified the transfer of the assets from the 1982 Trust to the 1985 Trust. Attached as **Exhibit "I"** to my Affidavit is a Sawridge Band Resolution dated April 15, 1985 to this effect.
21. On April 16, 1985 the trustees of the 1982 Trust and the trustees of the 1985 Trust declared:
 - a. that the trustees of the 1985 Trust would hold and continue to hold legal title to the assets described in Schedule "A" of that Declaration; and
 - b. that the trustees of the 1985 Trust had assigned and released to them any and all interest in the Promissory Notes attached as Schedule "B" of that Declaration.

Attached as **Exhibit "J"** to this my Affidavit is the Declaration of Trust made April 16, 1985.
22. Based upon my review of the exhibits attached to this my affidavit and upon the knowledge I have acquired as Chief Executive Officer of the Sawridge Trusts, I believe that all of the property from the 1982 Trust was transferred to the 1985 Trust. Further, there was additional property transferred into the 1985 Trust by the Sawridge First Nation or individuals holding property in trust for the Nation and its members.
23. The transfers were carried out by the trustees of the 1982 Trust under the guidance of accountants and lawyers. The Trustees have been unable to locate all of the necessary documentation in relation to the transfer of the assets from the 1982 Trust to the 1985 Trust or in relation to the transfer of assets from individuals or the Nation to the 1985 Trust.

24. It is clear that the transfers were done but the documentation is not currently available. The Trustees have been operating on the assumption that they were properly guided by their advisors and the asset transfer to the 1985 Trust was done properly.
25. The Trustees seek the Court's direction to declare that the asset transfer was proper and that the assets in the 1985 Trust are held in trust for the benefit of the beneficiaries of the 1985 Trust.
26. The 1985 Trust is the sole shareholder of Sawridge Holdings Ltd. I am advised by Ralph Peterson, Chairman of the Board of Directors of the Sawridge Group of Companies, and do verily believe that an approximate value of the 1985 Trust investment in Sawridge Holdings Ltd. as at December 31, 2010 is \$68,506,815. This represents an approximate value of the net assets of Sawridge Holdings Ltd., assuming all assets could be disposed of at their recorded net book value and all liabilities are settled at the recorded values as at that date, with no consideration for the income tax effect of any disposal transactions.
27. Taking into account the other assets and liabilities of the 1985 Trust, the approximate value of the net assets of the 1985 Trust as at December 31, 2010 is \$70,263,960.
28. To unravel the assets of the 1985 Trust after 26 years would create enormous costs and would likely destroy the trust. Assets would have to be sold to pay the costs and to pay the taxes associated with a reversal of the transfer of assets.

Creation of the 1986 Trust

29. Attached to my affidavit as **Exhibit "K"** is a copy of the 1986 Trust dated August 15, 1986. The beneficiaries of the 1986 Trust included all members of the Sawridge First Nation in the post-*Bill C-31* era.

30. The Sawridge First Nation transferred cash and other assets into the 1986 Trust to further the purposes of the trust. After April 15, 1985 no further funds or assets were put into the 1985 Trust.
31. Effectively, the assets in existence as at April 15, 1985 were preserved for those who qualified as Sawridge members based on the definition of membership that existed at that time. The 1986 Trust was established so that **assets** coming into existence subsequent to April 15, 1985 could be held in trust for those individuals who qualified as members in accordance with the definition of membership that existed in the post-*Bill C-31* era.

Identification of Beneficiaries Under the 1985 Trust and the 1986 Trust

32. The Trustees have determined that maintaining the definition of "Beneficiaries" contained in the 1985 Trust is potentially discriminatory. The definition of "Beneficiaries" in the 1985 Trust would allow non-members of the Nation to be beneficiaries of the 1985 Trust and would exclude certain members of the Nation (such as those individuals acquiring membership as a result of *Bill C-31*) from being beneficiaries.
33. The Trustees believe that it is fair, equitable and in keeping with the history and purpose of the Sawridge Trusts that the definition of "Beneficiaries" contained in the 1985 Trust be amended such that a beneficiary is defined as a member of the Nation, which is consistent with the definition of "Beneficiaries" in the 1986 Trust.

Current Status

34. The Trustees have been administering the Sawridge Trusts for many years. In December of 2008, the Trustees retained the Four Worlds Centre for Development Learning (hereinafter referred to as "Four Worlds") to conduct a consultation process with the beneficiaries of the Sawridge Trusts. Four Worlds prepared a report identifying the types of programs and services that the Sawridge Trusts should offer to the beneficiaries and

the types of payments the Trustees should consider making from the trusts. Attached hereto as **Exhibit "L"** is a summary chart of recommendations taken from the said report.

35. Having undertaken the consultation process, the Trustees have a desire to confer more direct benefits on the beneficiaries of the Sawridge Trusts. The Trustees require clarification and amendment of the 1985 Trust such that the definition of "Beneficiaries" in the 1985 Trust is varied to make it consistent with the definition of "Beneficiaries" in the 1986 Trust. In this way the members of the Nation are the beneficiaries of both the 1985 Trust and the 1986 Trust and the assets that once belonged to the Nation can be distributed through the trusts to the members of the Nation.

SWORN before me at Edmonton
in the Province of Alberta,
on the 12 day of September, 2011.

A. Magnan
A Commissioner for Oaths in and for
the Province of Alberta

Catherine A. Magnan
My Commission Expires
January 29, 2012

809051_2; September 12, 2011

Paul Bujold

TAB B

Meeting of the Trustees and Settlers of the
SAWRIDGE BAND TRUST
June, 1982, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER P. TWINN
GEORGE TWIN
WALTER FELIX TWIN

All the Trustees and Settlers being present, formal notice calling the meeting was dispensed with and the meeting declared to be regularly called. Walter P. Twinn acted as Chairman, and called the meeting to order. George Twinn acted as secretary.

IT IS HEREBY RESOLVED:

1. THAT the Solicitors and David A. Fennell and David Jones and the Accountants, Ron Ewoniak of Deloitte, Haskins & Sells presented to the Settlers a Trust Settlement document which settled certain of the assets of the Band on the Trust.
2. THAT this document was reviewed by the Settlers and approved unanimously.
3. THAT the Trustees then instructed the Solicitors to prepare the necessary documentation to transfer all property presently held by themselves to the Trust and to present the documentation for review and approval.

There being no further business, the meeting then adjourned.

This is Exhibit "B" referred to in the
Affidavit of

Paul Bujold
Sworn before me this 12 day
of September A.D., 2011

A. Magnan
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Catherine A. Magnan
My Commission Expires
January 29, 2012

WALTER P. TWINN

GEORGE TWINN

WALTER FELIX TWINN

TAB C

This is Exhibit "C" referred to in the Affidavit of

Paul Bujold

Sworn before me this 12 day of September A.D., 2011

A. Magnan

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

Catherine A. Magnan
My Commission Expires
January 29, 2012

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

BETWEEN:

WALTER P. TWINN, GEORGE TWINN
AND SAMUEL TWINN

APPLICANTS

AND:

WALTER P. TWINN (as representative
of the beneficiaries)

RESPONDENT

BEFORE THE HONOURABLE
MR. JUSTICE D. H. BOWEN
IN CHAMBERS
LAW COURTS, EDMONTON

)
) ON WEDNESDAY, THE 15TH DAY
) OF JUNE, A.D. 1983.
)

ORDER

UPON HEARING THE APPLICATION of the Applicant in the matter of the variation of the Sawridge Band Trust to amend paragraph 5 of the original trust deed made on the 15th day of April, 1982 (a copy of which is attached) pursuant to the Alberta Trustee Act, R.S.A. 1980 c. T-10, s.42(1);

IT IS ORDERED that the Sawridge Band Trust be amended to allow the increase of the terms of office of the Trustees to 6 years for the Chief, 4 years for the Councillor (a), 2 years for Councillor (b) and that the Trustees complete their terms before they are replaced.

[Signature]

Clerk of the Court

Interrogated this 17 day

June 1983

Justice
Court of Queen's Bench

No: 8303 15822

A.D. 1983

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

BETWEEN:

WALTER P. TWINN, GEORGE TWINN
AND SAMUEL TWINN

APPLICANTS

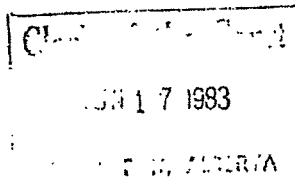
AND:

WALTER P. TWINN (as representative
of the beneficiaries)

RESPONDENT

ORDER

David A Fennell
Professional Corporation
910, 10310 Jasper Avenue
Edmonton, Alberta



TAB D

THIS AGREEMENT made with effect from the 19th day of December
A.D. 1983.

This is Exhibit "D" referred to in the
Affidavit of

Paul Bujold

Sworn before me this 12 day

of September A.D. 2011

A. Magnan

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

BETWEEN:

WALTER PATRICK TWINN, WALTER FELIX TWINN, SAM
TWINN, and DAVID A. FENNELL (each being Trustees of
certain properties for the Sawridge Indian Band,
herein referred to as the "Old Trustees")

Catherine A. Magnan
My Commission Expires
January 29, 2012

OF THE FIRST PART

and:

WALTER PATRICK TWINN, SAM TWINN and GEORGE TWINN
(together being the current Trustees of the
Sawridge Band Trust, herein referred to as the "New
Trustees")

OF THE SECOND PART

WHEREAS:

1. Each of the Old Trustees individually or together with one or more of the other Old Trustees holds one or more of those certain properties listed in Appendix A attached hereto in trust for the present and future members of the Sawridge Indian Band;
2. The Sawridge Band Trust has been established to provide a more formal vehicle to hold property for the benefit of present and future members of the Sawridge Indian Band; and

3. It is desirable to consolidate all of the properties under the Sawridge Band Trust, by having the Old Trustees transfer the said properties listed in Appendix A to the New Trustees.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. Each of the Old Trustees hereby transfers all of his legal interest in each of the properties listed in Appendix A attached hereto to the New Trustees as joint tenants, to be held by the New Trustees on the terms and conditions set out in the Sawridge Band Trust, and as part of the said Trust.

2. The Old Trustees agree to convey their said legal interests in the properties referred to above in the New Trustees, or to their order, forthwith upon being directed to do so by the New Trustees, and in the meantime hold their interests in the said properties as agents of the New Trustees and subject to the direction of the New Trustees.

3. The New Trustees hereby undertake to indemnify and save harmless each and every one of the Old Trustees with respect to any claim or action arising after the date of this Agreement with respect to the said properties herein transferred to the New Trustees.

IN WITNESS WHEREOF each of the parties hereto has signed on the respective dates indicated below:

McArthur
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

McArthur
Witness

Walter F Twinn
Walter Felix Twinn

Dec 19/83
Date

Mr Caprihans
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Mr Caprihans
Witness

David A. Fennell
David A. Fennell

Dec 19/83
Date

Mr Caprihans
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

Mr Caprihans
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Mr Caprihans
Witness

George Twinn
George Twinn

Dec 19/83
Date

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
A. <u>The Zeidler Property</u> All that portion of the Northeast quarter of Section 36, Township 72, Range 6. West of the 5th Meridian which lies between the North limit of the Road as shown on Road Plan 946 E.O. and the Southwest limit of the right-of-way of the Edmonton Dunevegan and British Columbia Railway on shown on Railway Plan 4961 B. O. containing 28.1 Hectare (69.40 acres) more or less	\$100,000.00	Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.
excepting thereout:		
(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;		
(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.		
B. <u>The Planer Mill</u> Plan 2580 T.R., Lot Four (4), containing 7.60 Hectares (18.79 acres) more or less (P.T. SECS. 29 and 30-72-4-W5TH, Mitsue Lake Industrial Park) excepting thereout all mines and minerals.	Land \$ 64,633.00 Equipment \$135,687.00	Promissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings L

<u>Description</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
C. <u>Mitsue Property</u>		
Plan 2580 T.R. Lot Eight (8) containing 6.54 Hectares more or less (part of Sections 29 and 30-72-4- W5TH, Mitsue Lake Industrial Park) excepting thereout all mines and minerals and the right to work the same.	Land \$ 55,616.00 Building \$364,325.00	Promissory Note in the amount of \$419,941.00 1 Common Share in Sawridge Holdings Lt.
D. <u>The Residences</u>		
Lot 3, Block 7, Plan 1915 H.W. (305-1st St. N.E.)	Land \$ 24,602.00 House \$ 30,463.00	Promissory Note in the amount of \$40,000.00 1 Common Share in Sawridge Holdings Lt.
Lot 18, Block 35, Plan 5928 R.S. (301-7th St. S.E.)	\$ 20,184.00	Promissory Note in the amount of \$4,620.00 Mortgage assumed \$15,564 1 Common Share in Sawridge Holdings Lt.
Lot 17, Block 35, Plan 5928 R.S. (303-7th St. S.E.)	\$ 20,181.00	Promissory Note in the amount of \$4,564.00 Mortgage assumed \$15,617.00 1 Common Share in Sawridge Holdings Lt.

<u>Description</u>	<u>Consideration</u>
E. <u>Shares in Companies</u>	
1. <u>Sawridge Holdings Ltd.</u>	
Walter Patrick Twinn - 20 Class "A" common	
George Twinn - 2 Class "A" common	
Walter Felix Twinn - 10 Class "A" common	
2. <u>Sawridge Enterprises Ltd.</u>	
Walter P. Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
G. Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
George Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
3. <u>Sawridge Development Co. (1977) Ltd.</u>	
Walter P. Twinn - 8 common	1 common share in Sawridge Holdings Ltd.
Sam Twinn - 1 common	1 common share in Sawridge Holdings Ltd.
Walter Felix Twinn - 1 common	1 common share in Sawridge Holdings Ltd.

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
<u>Sawridge Hotels Ltd.</u>		
Walter P. Twinn, 1059	\$8,138.00	Promissory Note from Sawridge Holdings Ltd. \$8,138.00 1 Common Share in Sawridge Holdings Ltd.
David A. Fennell, 1	\$ 1.00	1 Common Share in Sawridge Holdings Ltd.
5. <u>Slave Lake Developments Ltd.</u>		
Band holds 22,000 shares	\$ 44,000	Promissory Note from Sawridge Holdings Ltd. in the amount of \$44,000 1 common share in Sawridge Holdings Ltd.
Walter Twinn holds 250 shares	\$ 250.	1 common shares in Sawridge Holdings Ltd.

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED AND NINETY-THREE THOUSAND, ONE HUNDRED AND SEVENTY-EIGHT (\$293,178.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19th day of ~~December~~, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter L. Twinn

Per: G. L. Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY FOUR THOUSAND, SIX HUNDRED AND TWO (\$24,602.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY THOUSAND, ONE HUNDRED AND EIGHTY FOUR (\$20,184.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of ~~December~~, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter D. Twinn

Per: G. D. Twinn

PROMISSORY NOTE

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of EIGHT THOUSAND, ONE HUNDRED AND THIRTY EIGHT (\$8,138.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Twinn

Per: G. H. Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of FORTY FOUR THOUSAND, (\$44,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED (\$251,300.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. Twinn

TAB E

THIS AGREEMENT made with effect from the 19 day of December A.D. 1983.

This is Exhibit "E" referred to in the Affidavit of

Paul Buiold

TRANSFER AGREEMENT

Sworn before me this 12 day of September A.D., 2011

A. Magnan

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

BETWEEN:

Catherine A. Magnan

My Commission Expires January 14, 2012

WALTER PATRICK TWINN, SAM TWINN, and GEORGE TWINN
(together being the Trustees of the Sawridge Band Trust, herein referred to as the "New Trustees")

OF THE FIRST PART

and:

SAWRIDGE HOLDINGS LTD. (a federally incorporated Company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, Province of Alberta, hereinafter referred to as the "Purchaser")

OF THE SECOND PART

WHEREAS:

1. The New Trustees are the legal owners of certain assets (herein referred to as the "property") described in Schedule "A" annexed to this Agreement, and hold the property in trust for the members of the Sawridge Indian Band.

2. The New Trustees have agreed to transfer to the Purchaser all of their right, title and interest in and to the property and the Purchaser has agreed to purchase the property upon and subject to the terms set forth herein;

3. The New Trustees and the Purchaser have agreed to file jointly an Election under subsection 85(1) of the Federal Income Tax Act in respect of the property and the amount to be elected in respect of the property as set forth in Schedule "A" to this Agreement, the said Election and amounts having been made and agreed to only for tax purposes of the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. For good and valuable consideration as more particularly set forth in Schedule "A" hereto, now paid by the Purchaser to the New Trustees (the receipt and sufficiency of which is hereby acknowledged) and being fair market value of the property described and referred to in the said Schedule "A", the New Trustees hereby grant, bargain, sell, assign, transfer, convey and set over unto the Purchaser, its successors and assigns, the property owned by the New Trustees as described and referred to in Schedule "A" hereto annexed.

2. The purchase price for the property shall be paid as follows:

- (a) by promissory note or notes drawn by the Purchaser in favour of the New Trustees equal in value to the aggregate of the adjusted cost bases to the New Trustees of all items of the said property;
- (b) by the issuing by the Purchaser to the New Trustees of one or more Common Shares of the Purchaser.

3. The new Trustees hereby covenant, promise and agree with the purchaser that the New Trustees are or are entitled to be now rightfully possessed of and entitled to the property hereby sold, assigned and transferred to the purchaser, and that the New Trustees have covenant good right, title and authority to sell, assign and transfer the same unto the Purchaser, its successors and assigns, according to the true intent and meaning of these presents; and the Purchaser shall immediately after the execution and delivery hereof have possession and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the same and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the New Trustees or any person whomsoever; and the Purchaser shall have good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatever (except as specifically agreed to between the parties).

4. For the purposes hereof:

(i) "fair market value" of the property:

- (a) shall mean the fair market value thereof on the effective date of this Agreement;
- (b) subject to (c) below, the fair market value of the property which is being mutually agreed upon by the New Trustees and the Purchaser is listed and as described in Schedule A attached hereto;
- (b) in the event that the Minister of National Revenue or any other competent authority at any time finally determines that the fair market value of the property referred to in (a) above differs from the mutually agreed upon value in (b) above, the fair market value of the property shall for all purposes of this Agreement be deemed always to have been equal to the value finally determined by the said Minister or other competent authority.

- (ii) "tax cost" of the property shall mean the cost amount of the property for income tax purposes, as of the effective date of this Agreement.
- (iii) The "purchase price" for the property shall be the fair market value thereof as determined under (i) above.

5. The New Trustees and the Purchaser shall jointly complete and file Form T2057 (Election on Disposition of Property to a Canadian Corporation, herein referred to as "Election") required under subsection 85(1) of The Federal Income Tax Act in respect of the property with the Edmonton district offices of Revenue Canada - Taxation on or before such dates as may be required by the said Income Tax Act.

6. The Purchaser shall, upon execution of this Agreement, cause to be issued and allotted to the New Trustees the shares set out in Schedule A hereto.

7. The New Trustees covenant and agree with the Purchaser, its successor and assigns, that they will from time to time and at all times hereafter, upon every reasonable request of the Purchaser, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Purchaser, its successors and assigns, for more effectually and completely vesting in the Purchaser, its successors and assigns, the property hereby sold, assigned and transferred in accordance with the terms hereof, and the Purchaser makes the same undertaking in favour of the New Trustees.

.../5

IN WITNESS WHEREOF this Agreement has been executed on the dates indicated by the New Trustees and the Purchaser effective as of the date first above written.

Dec 19/83
Date

Wm Capnerhurst
Witness

Walter P. Twinn
Walter Patrick Twinn

Dec 19/83
Date

Wm Capnerhurst
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Wm Capnerhurst
Witness

George Twinn
George Twinn

Dec 19/83
Date

Witness (c/s)

Sawridge Holdings Ltd.
Walter P. Twinn

APPENDIX "A"

THIS is Appendix "A" to an Agreement made with effect from the 1st day of December, A.D. 1983.

BETWEEN:

WALTER PATRICK TWINN, WALTER FELIX TWINN, SAM TWINN, and DAVID A. FENNELL (the "Old Trustees")

and:

WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (the "New Trustees")

The properties referred to in that Agreement are:

<u>Description</u>	<u>Old Trustee(s)</u>
A. <u>The Zeidler Property</u>	
All that portion of the Northeast quarter of Section 36, Township 72, Range 6, West of the 5th Meridian which lies between the North limit of the Road as shown on Road Plan 946 E.O. and the Southwest limit of the right-of-way of the Edmonton Dunevegan and British Columbia Railway as shown on Railway Plan 4981 B.O. containing 28.1 Hectares (69.40 acres) more or less	Walter P. Twinn
excepting thereout:	
(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;	
(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.	

<u>Description</u>	<u>Old Trustee(s)</u>
B. <u>The Planer Mill</u> Plan 2580 T.R., Lot Four (4), containing 7.60 Hectares (18.79 acres) more or less, (P.T. SECS. 29 and 30-72-4-W5TH, Mitsu Lake Industrial Park) excepting thereout all mines and minerals.	Walter P. Twinn
C. <u>Mitsue Property</u> Plan 2580 T.R. Lot Eight (8) containing 6.54 Hectares more or less (part of Sections 29 and 30-72- 4-W5TH, Mitsu Lake Industrial Park) excepting thereout all mines and minerals and the right to work the same.	
D. <u>The Residences</u> Lot 3, Block 7, Plan 1915 H.W. (305-1st St. N.E.) Lot 18, Block 35, Plan 5928 R.S. (301-7th St. S.E.) Lot 17, Block 35, Plan 5928 R.S. (303-7th St. S.E.)	Walter P. Twinn
D. <u>Shares in Companies</u> 1. <u>Sawridge Holdings Ltd.</u> Walter Patrick Twinn - 20 Class "A" common George Twinn - 2 Class "A" common Walter Felix Twinn - 10 Class "A" common	

<u>Description</u>	<u>Trustee(s)</u>
2. <u>Sawridge Enterprises Ltd.</u>	
Walter P. Twinn - 1 share	
Samuel G. Twinn - 1 share	
George Twinn - 1 share	
3. <u>Sawridge Development Co. (1977) Ltd.</u>	
Walter P. Twinn - 8 common	
Sam Twinn - 1 common	
Walter Felix Twinn - 1 common	
4. <u>Sawridge Hotels Ltd.</u>	
Walter P. Twinn, 1059	
David A. Fennell, 1	
5. <u>Slave Lake Developments Ltd.</u>	
Band holds 22,000 shares	
Walter Twinn holds 250 shares	

TAB F

This is Exhibit "F" referred to in the
Affidavit of

Paul Buiold

Sworn before me this 12 day

of September A.D., 20 11

A. Magnan

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta



Catherine A. Magnan
My Commission Expires
January 29, 20 12

053723
C-3

Acts of the Parliament of Canada

Lois du Parlement du Canada

Passed in the year
1985

adoptées en
1985

During the thirty-third
and thirty-fourth years
of the Reign of Her Majesty
QUEEN ELIZABETH II

pendant les trente-troisième et
trente-quatrième années
du règne de Sa Majesté
LA REINE ELIZABETH II

These Acts were passed during
that portion of the First
Session of the Thirty-Third
Parliament that included
the 1985 calendar year

au cours de la période 1985 de la
première session de la
trente-troisième législature

Her Excellency the Right Honourable
JEANNE SAUVÉ
Governor General

Son Excellence la très honorable
JEANNE SAUVÉ
Gouverneur général

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33-34 ELIZABETH II

CHAPTER 27

An Act to amend the Indian Act

[Assented to 28th June, 1985]

R.S., c. I-6; c.
10 (2nd Suppl.);
1974-75-76, c.
48; 1978-79, c.
11; 1980-81-82-
83, cc. 47, 110;
1984, c. 4

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. (1) The definitions "child", "elector" and "Registrar" in subsection 2(1) of the *Indian Act* are repealed and the following substituted therefor in alphabetical order within the subsection:

"child"
«enfant»

"child" includes a child born in or out of wedlock, a legally adopted child and a child adopted in accordance with Indian custom;

"elector"
«électeur»

"elector" means a person who

- (a) is registered on a Band List,
- (b) is of the full age of eighteen years, and
- (c) is not disqualified from voting at band elections;

"Registrar"
«registraire»

"Registrar" means the officer in the Department who is in charge of the Indian Register and the Band Lists maintained in the Department;"

(2) Subsection 2(1) of the said Act is further amended by adding thereto, in alphabetical order within the subsection, the following definitions:

"Band List"
«liste...»

"Band List" means a list of persons that is maintained under section 8 by a band or in the Department;

33-34 ELIZABETH II

CHAPITRE 27

Loi modifiant la Loi sur les Indiens

[Sanctionnée le 28 juin 1985]

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, décrète :

1. (1) Les définitions de «électeur», «enfant» et «registraire», au paragraphe 2(1) de la *Loi sur les Indiens*, sont abrogées et respectivement remplacées par ce qui suit :

S.R., c. I-6; ch.
10 (2^e suppl.);
1974-75-76, ch.
48; 1978-79, ch.
11; 1980-81-
82-83, ch. 47,
110; 1984, ch. 4

«électeur» signifie une personne qui

«électeur»
"elector"

- a) est inscrite sur une liste de bande,
- b) a dix-huit ans révolus, et
- c) n'a pas perdu son droit de vote aux élections de la bande;

«enfant» comprend un enfant né du mariage ou hors mariage, un enfant légalement adopté, ainsi qu'un enfant adopté selon la coutume indienne;

«enfant»
"child"

«registraire» désigne le fonctionnaire du ministère responsable du registre des Indiens et des listes de bande tenus au ministère;

«registraire»
"Registrar"

(2) Le paragraphe 2(1) de la même loi est modifié par insertion, suivant l'ordre alphabétique, de ce qui suit :

«liste de bande» signifie une liste de personnes tenue en vertu de l'article 8 par une bande ou au ministère;

«liste de bande»
"Band List"

«registre des Indiens» signifie le registre de personnes tenu en vertu de l'article 5;

«registre des Indiens»
"Indian Register"

"Indian Register"
«registre...»

"Indian Register" means the register of persons that is maintained under section 5;"

2. Section 4 of the said Act is amended by striking out subsection (2) and substituting the following therefor:

Act may be declared inapplicable

"(2) The Governor in Council may by proclamation declare that this Act or any portion thereof, except sections 5 to 14.3 or sections 37 to 41, shall not apply to

(a) any Indians or any group or band of Indians, or

(b) any reserve or any surrendered lands or any part thereof,

and may by proclamation revoke any such declaration.

Authority confirmed for certain cases

(2.1) For greater certainty, and without restricting the generality of subsection (2), the Governor in Council shall be deemed to have had the authority to make any declaration under subsection (2) that he has made in respect of section 11, 12 or 14, or any provision thereof, as each section or provision read immediately prior to April 17, 1985."

3. The said Act is further amended by adding thereto, immediately after section 4 thereof, the following section:

Application of certain provisions to all band members

"4.1 A reference to an Indian in the definitions "band", "Indian moneys" and "mentally incompetent Indian" in section 2 or a reference to an Indian in subsection 4(2) or (3), subsection 18(2), section 20, sections 22 to 25, subsection 31(1) or (3), subsection 35(4), section 51, section 52, subsection 58(3), subsection 61(1), section 63, section 65, subsection 66(2), subsection 70(1) or (4), section 71, paragraph 73(g) or (h), subsection 74(4), section 84, paragraph 87(a), section 88, subsection 89(1) or paragraph 107(b) shall be deemed to include a reference to any person who is entitled to have his name entered in a Band List and whose name has been entered therein."

2. L'article 4 de la même loi est modifié par retranchement du paragraphe (2) et son remplacement par ce qui suit :

Pouvoir de déclarer la loi inapplicable

«(2) Le gouverneur en conseil peut, par proclamation, déclarer que la présente loi, ou toute partie de celle-ci, sauf les articles 5 à 14.3 et 37 à 41, ne s'applique pas

a) à des Indiens ou à un groupe ou une bande d'Indiens, ou

b) à une réserve ou à des terres cédées, ou à une partie y afférente,

et peut par proclamation révoquer toute semblable déclaration."

Confirmation de la validité de certaines déclarations

(2.1) Sans qu'en soit limitée la portée générale du paragraphe (2), il demeure entendu que le gouverneur en conseil est réputé avoir eu le pouvoir de faire en vertu du paragraphe (2) toute déclaration qu'il a faite à l'égard des articles 11, 12 ou 14 ou d'une de leurs dispositions, dans leur version précédant immédiatement le 17 avril 1985."

3. La même loi est modifiée par insertion, après l'article 4, de ce qui suit :

Application de certaines dispositions à tous les membres d'une bande

"4.1 La mention d'un Indien dans les définitions de «bande», «deniers des Indiens» ou «Indien mentalement incapable» à l'article 2 et cette mention aux paragraphes 4(2) ou (3), au paragraphe 18(2), à l'article 20, aux articles 22 à 25, aux paragraphes 31(1) ou (3), au paragraphe 35(4), à l'article 51, à l'article 52, au paragraphe 58(3), au paragraphe 61(1), à l'article 63, à l'article 65, au paragraphe 66(2), aux paragraphes 70(1) ou (4), à l'article 71, aux alinéas 73g) ou h), au paragraphe 74(4), à l'article 84, à l'alinéa 87a), à l'article 88, au paragraphe 89(1) ou à l'alinéa 107b) sont réputées comprendre la mention de toute personne qui a droit à ce que son nom soit consigné dans une liste de bande et dont le nom y a effectivement été consigné."

1974-75-76, c.
48, s. 25;
1978-79, c. 11,
s. 10

4. Sections 5 to 14 of the said Act are repealed and the following substituted therefor:

"Indian Register

Indian Register

5. (1) There shall be maintained in the Department an Indian Register in which shall be recorded the name of every person who is entitled to be registered as an Indian under this Act.

Existing Indian Register

(2) The names in the Indian Register immediately prior to April 17, 1985 shall constitute the Indian Register on April 17, 1985.

Deletions and additions

(3) The Registrar may at any time add to or delete from the Indian Register the name of any person who, in accordance with this Act, is entitled or not entitled, as the case may be, to have his name included in the Indian Register.

Date of change

(4) The Indian Register shall indicate the date on which each name was added thereto or deleted therefrom.

Application for registration

(5) The name of a person who is entitled to be registered is not required to be recorded in the Indian Register unless an application for registration is made to the Registrar.

Persons entitled to be registered

6. (1) Subject to section 7, a person is entitled to be registered if

(a) that person was registered or entitled to be registered immediately prior to April 17, 1985;

(b) that person is a member of a body of persons that has been declared by the Governor in Council on or after April 17, 1985 to be a band for the purposes of this Act;

(c) the name of that person was omitted or deleted from the Indian Register, or from a band list prior to September 4, 1951, under subparagraph 12(1)(a)(iv), paragraph 12(1)(b) or subsection 12(2) or under subparagraph 12(1)(a)(iii) pursuant to an order made under subsection 109(2), as each provision read immediately prior to April 17, 1985, or under any former provision of this Act

4. Les articles 5 à 14 de la même loi sont abrogés et remplacés par ce qui suit :

«Registre des Indiens

5. (1) Est tenu au ministère un registre des Indiens où est consigné le nom de chaque personne ayant droit d'être inscrite comme Indien en vertu de la présente loi.

(2) Les noms figurant au registre des Indiens immédiatement avant le 17 avril 1985 constituent le registre des Indiens au 17 avril 1985.

(3) Le registraire peut ajouter au registre des Indiens, ou en retrancher, le nom de la personne qui, aux termes de la présente loi, a ou n'a pas droit, selon le cas, à l'inclusion de son nom dans ce registre.

(4) Le registre des Indiens indique la date où chaque nom y a été ajouté ou en a été retranché.

(5) Il n'est pas requis que le nom d'une personne qui a droit d'être inscrite soit consigné dans le registre des Indiens, à moins qu'une demande à cet effet soit présentée au registraire.

6. (1) Sous réserve de l'article 7, une personne a droit d'être inscrite si elle remplit une des conditions suivantes :

a) elle était inscrite ou avait droit de l'être immédiatement avant le 17 avril 1985;

b) elle est membre d'un groupe de personnes déclaré par le gouverneur en conseil après le 16 avril 1985 être une bande pour l'application de la présente loi;

c) son nom a été omis ou retranché du registre des Indiens ou, avant le 4 septembre 1951, d'une liste de bande, en vertu du sous-alinéa 12(1)a)(iv), de l'alinéa 12(1)b) ou du paragraphe 12(2) ou en vertu du sous-alinéa 12(1)a)(iii) conformément à une ordonnance prise en vertu du paragraphe 109(2), dans leur version précédant immédiatement

1974-75-76, ch.
48, art. 25;
1978-79, ch. 11,
art. 10

Tenue du
registre

Registre des
Indiens existant

Additions et
retranchements

Date du
changement

Demande

Personnes ayant
droit à
l'inscription

relating to the same subject-matter as any of those provisions;

(d) the name of that person was omitted or deleted from the Indian Register, or from a band list prior to September 4, 1951, under subparagraph 12(1)(a)(iii) pursuant to an order made under subsection 109(1), as each provision read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as any of those provisions;

(e) the name of that person was omitted or deleted from the Indian Register, or from a band list prior to September 4, 1951,

(i) under section 13, as it read immediately prior to September 4, 1951, or under any former provision of this Act relating to the same subject-matter as that section, or

(ii) under section 111, as it read immediately prior to July 1, 1920, or under any former provision of this Act relating to the same subject-matter as that section; or

(f) that person is a person both of whose parents are or, if no longer living, were at the time of death entitled to be registered under this section.

le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui d'une de ces dispositions;

d) son nom a été omis ou retranché du registre des Indiens ou, avant le 4 septembre 1951, d'une liste de bande en vertu du sous-alinéa 12(1)a)(iii) conformément à une ordonnance prise en vertu du paragraphe 109(1), dans leur version précédant immédiatement le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui d'une de ces dispositions;

e) son nom a été omis ou retranché du registre des Indiens ou, avant le 4 septembre 1951, d'une liste de bande :

(i) soit en vertu de l'article 13, dans sa version précédant immédiatement le 4 septembre 1951, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui de cet article,

(ii) soit en vertu de l'article 111, dans sa version précédant immédiatement le 1^{er} juillet 1920, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui de cet article;

f) ses parents ont tous deux droit d'être inscrits en vertu du présent article ou, s'ils sont décédés, avaient ce droit à la date de leur décès.

Idem

(2) Subject to section 7, a person is entitled to be registered if that person is a person one of whose parents is or, if no longer living, was at the time of death entitled to be registered under subsection (1).

(2) Sous réserve de l'article 7, une personne a droit d'être inscrite si l'un de ses parents a droit d'être inscrit en vertu du paragraphe (1) ou, s'il est décédé, avait ce droit à la date de son décès.

Idem

Deeming provision

(3) For the purposes of paragraph (1)(f) and subsection (2),

(a) a person who was no longer living immediately prior to April 17, 1985 but who was at the time of death entitled to be registered shall be deemed to be entitled to be registered under paragraph (1)(a); and

(3) Pour l'application de l'alinéa (1)f) et du paragraphe (2) :

a) la personne qui est décédée avant le 17 avril 1985 mais qui avait droit d'être inscrite à la date de son décès est réputée avoir droit d'être inscrite en vertu de l'alinéa (1)a);

b) la personne visée aux alinéas (1)c), d) ou e) qui est décédée avant le 17 avril

Présomption

(b) a person described in paragraph (1)(c), (d) or (e) who was no longer living on April 17, 1985 shall be deemed to be entitled to be registered under that paragraph.

Persons not
entitled to be
registered

7. (1) The following persons are not entitled to be registered:

(a) a person who was registered under paragraph 11(1)(f), as it read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as that paragraph, and whose name was subsequently omitted or deleted from the Indian Register under this Act; or

(b) a person who is the child of a person who was registered or entitled to be registered under paragraph 11(1)(f), as it read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as that paragraph, and is also the child of a person who is not entitled to be registered.

Exception

(2) Paragraph (1)(a) does not apply in respect of a female person who was, at any time prior to being registered under paragraph 11(1)(f), entitled to be registered under any other provision of this Act.

Idem

(3) Paragraph (1)(b) does not apply in respect of the child of a female person who was, at any time prior to being registered under paragraph 11(1)(f), entitled to be registered under any other provision of this Act.

Band Lists

Band Lists

8. There shall be maintained in accordance with this Act for each band a Band List in which shall be entered the name of every person who is a member of that band.

Band Lists
maintained in
Department

9. (1) Until such time as a band assumes control of its Band List, the Band List of that band shall be maintained in the Department by the Registrar.

1985 est réputée avoir droit d'être inscrite en vertu de ces alinéas.

7. (1) Les personnes suivantes n'ont pas droit d'être inscrites :

a) celles qui étaient inscrites en vertu de l'alinéa 11(1)f), dans sa version précédant immédiatement le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui de cet alinéa, et dont le nom a ultérieurement été omis ou retranché du registre des Indiens en vertu de la présente loi;

b) celles qui sont les enfants d'une personne qui était inscrite ou avait droit de l'être en vertu de l'alinéa 11(1)f), dans sa version précédant immédiatement le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui de cet alinéa, et qui sont également les enfants d'une personne qui n'a pas droit d'être inscrite.

Personnes
n'ayant pas
droit à
l'inscription

Exception

(2) L'alinéa (1)a) ne s'applique pas à une personne de sexe féminin qui, avant qu'elle ne soit inscrite en vertu de l'alinéa 11(1)f), avait droit d'être inscrite en vertu de toute autre disposition de la présente loi.

Idem

(3) L'alinéa (1)b) ne s'applique pas à l'enfant d'une personne de sexe féminin qui, avant qu'elle ne soit inscrite en vertu de l'alinéa 11(1)f), avait droit d'être inscrite en vertu de toute autre disposition de la présente loi.

Listes de bande

Tenue de la
liste

8. Est tenue conformément à la présente loi la liste de chaque bande où est consigné le nom de chaque personne qui en est membre.

9. (1) Jusqu'à ce que la bande assume la responsabilité de sa liste, celle-ci est tenue au ministère par le registraire.

Liste de bande
tenue au
ministère

Existing Band Lists	(2) The names in a Band List of a band immediately prior to April 17, 1985 shall constitute the Band List of that band on April 17, 1985.	(2) Les noms figurant à une liste d'une bande immédiatement avant le 17 avril 1985 constituent la liste de cette bande au 17 avril 1985.	Listes de bande existantes
Deletions and additions	(3) The Registrar may at any time add to or delete from a Band List maintained in the Department the name of any person who, in accordance with this Act, is entitled or not entitled, as the case may be, to have his name included in that List.	(3) Le registraire peut ajouter à une liste de bande tenue au ministère, ou en retrancher, le nom de la personne qui, aux termes de la présente loi, a ou n'a pas droit, selon le cas, à l'inclusion de son nom dans cette liste.	Additions et retranchements
Date of change	(4) A Band List maintained in the Department shall indicate the date on which each name was added thereto or deleted therefrom.	(4) La liste de bande tenue au ministère indique la date où chaque nom y a été ajouté ou en a été retranché.	Date du changement
Application for entry	(5) The name of a person who is entitled to have his name entered in a Band List maintained in the Department is not required to be entered therein unless an application for entry therein is made to the Registrar.	(5) Il n'est pas requis que le nom d'une personne qui a droit à ce que celui-ci soit consigné dans une liste de bande tenue au ministère y soit consigné à moins qu'une demande à cet effet soit présentée au registraire.	Demande
Band control of membership	10. (1) A band may assume control of its own membership if it establishes membership rules for itself in writing in accordance with this section and if, after the band has given appropriate notice of its intention to assume control of its own membership, a majority of the electors of the band gives its consent to the band's control of its own membership.	10. (1) La bande peut décider de l'appartenance à ses effectifs si elle en fixe les règles par écrit conformément au présent article et si, après qu'elle a donné un avis convenable de son intention de décider de cette appartenance, elle y est autorisée par la majorité de ses électeurs.	Pouvoir de décision
Membership rules	(2) A band may, pursuant to the consent of a majority of the electors of the band, (a) after it has given appropriate notice of its intention to do so, establish membership rules for itself; and (b) provide for a mechanism for reviewing decisions on membership.	(2) La bande peut, avec l'autorisation de la majorité de ses électeurs : a) après avoir donné un avis convenable de son intention de ce faire, fixer les règles d'appartenance à ses effectifs; b) prévoir une procédure de révision des décisions portant sur l'appartenance à ses effectifs.	Règles d'appartenance
Exception relating to consent	(3) Where the council of a band makes a by-law under paragraph 81(1)(p.4) bringing this subsection into effect in respect of the band, the consents required under subsections (1) and (2) shall be given by a majority of the members of the band who are of the full age of eighteen years.	(3) Lorsque le conseil d'une bande établit un statut administratif en vertu de l'alinéa 81(1)p.4) mettant en vigueur le présent paragraphe à l'égard d'une bande, l'autorisation requise en vertu des paragraphes (1) et (2) doit être donnée par la majorité des membres de la bande qui ont dix-huit ans révolus.	Statut administratif sur l'autorisation requise
Acquired rights	(4) Membership rules established by a band under this section may not deprive any person who had the right to have his	(4) Les règles d'appartenance fixées par une bande en vertu du présent article ne peuvent priver quiconque avait droit à ce	Droits acquis

name entered in the Band List for that band, immediately prior to the time the rules were established, of the right to have his name so entered by reason only of a situation that existed or an action that was taken before the rules came into force.

Idem

(5) For greater certainty, subsection (4) applies in respect of a person who was entitled to have his name entered in the Band List under paragraph 11(1)(c) immediately before the band assumed control of the Band List if that person does not subsequently cease to be entitled to have his name entered in the Band List.

Notice to the Minister

(6) Where the conditions set out in subsection (1) have been met with respect to a band, the council of the band shall forthwith give notice to the Minister in writing that the band is assuming control of its own membership and shall provide the Minister with a copy of the membership rules for the band.

Notice to band and copy of Band List

(7) On receipt of a notice from the council of a band under subsection (6), the Minister shall, if the conditions set out in subsection (1) have been complied with, forthwith

(a) give notice to the band that it has control of its own membership; and

(b) direct the Registrar to provide the band with a copy of the Band List maintained in the Department.

Effective date of band's membership rules

(8) Where a band assumes control of its membership under this section, the membership rules established by the band shall have effect from the day on which notice is given to the Minister under subsection (6), and any additions to or deletions from the Band List of the band by the Registrar on or after that day are of no effect unless they are in accordance with the membership rules established by the band.

Band to maintain Band List

(9) A band shall maintain its own Band List from the date on which a copy of the Band List is received by the band under paragraph (7)(b), and, subject to section

que son nom soit consigné dans la liste de bande immédiatement avant la fixation des règles du droit à ce que son nom y soit consigné en raison uniquement d'un fait ou d'une mesure antérieurs à leur prise d'effet.

Idem

(5) Il demeure entendu que le paragraphe (4) s'applique à la personne qui avait droit à ce que son nom soit consigné dans la liste de bande en vertu de l'alinéa 11(1)c) immédiatement avant que celle-ci n'assume la responsabilité de la tenue de sa liste si elle ne cesse pas ultérieurement d'avoir droit à ce que son nom y soit consigné.

Avis au Ministre

(6) Une fois remplies les conditions du paragraphe (1), le conseil de la bande, sans délai, avise par écrit le Ministre du fait que celle-ci décide désormais de l'appartenance à ses effectifs et lui transmet le texte des règles d'appartenance.

Transmission de la liste

(7) Sur réception de l'avis du conseil de bande prévu au paragraphe (6), le Ministre, sans délai, s'il constate que les conditions prévues au paragraphe (1) sont remplies :

a) avise la bande qu'elle décide désormais de l'appartenance à ses effectifs;

b) ordonne au registraire de transmettre à la bande une copie de la liste de bande tenue au ministère.

Date d'entrée en vigueur des règles d'appartenance

(8) Lorsque la bande décide de l'appartenance à ses effectifs en vertu du présent article, les règles d'appartenance fixées par celle-ci entrent en vigueur à compter de la date où l'avis au Ministre a été donné en vertu du paragraphe (6); les additions ou retranchements de la liste de la bande effectués par le registraire après cette date ne sont valides que s'ils ont été effectués conformément aux règles d'appartenance fixées par la bande.

Transfert de responsabilité

(9) À compter de la réception de l'avis prévu à l'alinéa (7)b), la bande est responsable de la tenue de sa liste. Sous réserve de l'article 13.2, le ministère, à compter de

13.2, the Department shall have no further responsibility with respect to that Band List from that date.

cette date, est dégagé de toute responsabilité à l'égard de cette liste.

Deletions and
additions

(10) A band may at any time add to or delete from a Band List maintained by it the name of any person who, in accordance with the membership rules of the band, is entitled or not entitled, as the case may be, to have his name included in that list.

(10) La bande peut ajouter à la liste de bande tenue par elle, ou en retrancher, le nom de la personne qui, aux termes des règles d'appartenance de la bande, a ou n'a pas droit, selon le cas, à l'inclusion de son nom dans la liste.

Additions et
retrancher:

Date of change

(11) A Band List maintained by a band shall indicate the date on which each name was added thereto or deleted therefrom.

(11) La liste de bande tenue par celle-ci indique la date où chaque nom y a été ajouté ou en a été retranché.

Date du
changement

Membership
rules for
Departmental
Band List

11. (1) Commencing on April 17, 1985, a person is entitled to have his name entered in a Band List maintained in the Department for a band if

11. (1) À compter du 17 avril 1985, une personne a droit à ce que son nom soit consigné dans une liste de bande tenue pour cette dernière au ministère si elle remplit une des conditions suivantes :

Règles
d'appartenance
pour une liste
tenue au
ministère

(a) the name of that person was entered in the Band List for that band, or that person was entitled to have his name entered in the Band List for that band, immediately prior to April 17, 1985;

a) son nom a été consigné dans cette liste, ou elle avait droit à ce qu'il le soit immédiatement avant le 17 avril 1985;

(b) that person is entitled to be registered under paragraph 6(1)(b) as a member of that band;

b) elle a droit d'être inscrite en vertu de l'alinéa 6(1)b) comme membre de cette bande;

(c) that person is entitled to be registered under paragraph 6(1)(c) and ceased to be a member of that band by reason of the circumstances set out in that paragraph; or

c) elle a droit d'être inscrite en vertu de l'alinéa 6(1)c) et a cessé d'être un membre de cette bande en raison des circonstances prévues à cet alinéa;

(d) that person was born on or after April 17, 1985 and is entitled to be registered under paragraph 6(1)(f) and both parents of that person are entitled to have their names entered in the Band List or, if no longer living, were at the time of death entitled to have their names entered in the Band List.

d) elle est née après le 16 avril 1985 et a droit d'être inscrite en vertu de l'alinéa 6(1)f) et ses parents ont tous deux droit à ce que leur nom soit consigné dans la liste de bande ou, s'ils sont décédés, avaient ce droit à la date de leur décès.

Additional
membership
rules for
Departmental
Band List

(2) Commencing on the day that is two years after the day that an Act entitled *An Act to amend the Indian Act*, introduced in the House of Commons on February 28, 1985, is assented to, or on such earlier day as may be agreed to under section 13.1, where a band does not have control of its Band List under this Act, a person is entitled to have his name entered in a Band List maintained in the Department for the band

(2) À compter du jour qui suit de deux ans le jour où la loi intitulée *Loi modifiant la Loi sur les Indiens*, déposée à la Chambre des communes le 28 février 1985, a reçu la sanction royale ou de la date antérieure choisie en vertu de l'article 13.1, lorsque la bande n'a pas la responsabilité de la tenue de sa liste prévue à la présente loi, une personne a droit à ce que son nom soit consigné dans la liste de bande tenue au ministère pour cette dernière :

Règles
d'appartenance
supplémentaires
pour les listes
tenues au
ministère

(a) if that person is entitled to be registered under paragraph 6(1)(d) or (e) and ceased to be a member of that band by reason of the circumstances set out in that paragraph; or

(b) if that person is entitled to be registered under paragraph 6(1)(f) or subsection 6(2) and a parent referred to in that provision is entitled to have his name entered in the Band List or, if no longer living, was at the time of death entitled to have his name entered in the Band List.

Deeming provision

(3) For the purposes of paragraph (1)(d) and subsection (2), a person whose name was omitted or deleted from the Indian Register or a band list in the circumstances set out in paragraph 6(1)(c), (d) or (e) who was no longer living on the first day on which he would otherwise be entitled to have his name entered in the Band List of the band of which he ceased to be a member shall be deemed to be entitled to have his name so entered.

Where band amalgamates or is divided

(4) Where a band amalgamates with another band or is divided so as to constitute new bands, any person who would otherwise have been entitled to have his name entered in the Band List of that band under this section is entitled to have his name entered in the Band List of the amalgamated band or the new band to which he has the closest family ties, as the case may be.

Entitlement with consent of band

12. Commencing on the day that is two years after the day that an Act entitled *An Act to amend the Indian Act*, introduced in the House of Commons on February 28, 1985, is assented to, or on such earlier day as may be agreed to under section 13.1, any person who

(a) is entitled to be registered under section 6, but is not entitled to have his name entered in the Band List maintained in the Department under section 11, or

(b) is a member of another band, is entitled to have his name entered in the Band List maintained in the Department

a) soit si elle a droit d'être inscrite en vertu des alinéas 6(1)d) ou e) et qu'elle a cessé d'être un membre de la bande en raison des circonstances prévues à l'un de ces alinéas;

b) soit si elle a droit d'être inscrite en vertu de l'alinéa 6(1)f) ou du paragraphe 6(2) et qu'un de ses parents visés à l'une de ces dispositions a droit à ce que son nom soit consigné dans la liste de bande ou, s'il est décédé, avait ce droit à la date de son décès.

Présomption

(3) Pour l'application de l'alinéa (1)d) et du paragraphe (2), la personne dont le nom a été omis ou retranché du registre des Indiens ou d'une liste de bande dans les circonstances prévues aux alinéas 6(1)c), d) ou e) et qui est décédée avant le premier jour où elle a acquis le droit à ce que son nom soit consigné dans la liste de bande dont elle a cessé d'être membre est réputée avoir droit à ce que son nom y soit consigné.

Fusion ou division de bandes

(4) Lorsqu'une bande fusionne avec une autre ou qu'elle est divisée pour former de nouvelles bandes, toute personne qui aurait par ailleurs eu droit à ce que son nom soit consigné dans la liste de la bande en vertu du présent article a droit à ce que son nom soit consigné dans la liste de la bande issue de la fusion ou de celle de la nouvelle bande à l'égard de laquelle ses liens familiaux sont les plus étroits.

Inscription sujette au consentement du conseil

12. À compter du jour qui suit de deux ans le jour où la loi intitulée *Loi modifiant la Loi sur les Indiens*, déposée à la Chambre des communes le 28 février 1985, a reçu la sanction royale ou de la date antérieure choisie en vertu de l'article 13.1, la personne qui,

a) soit a droit d'être inscrite en vertu de l'article 6 sans avoir droit à ce que son nom soit consigné dans une liste de bande tenue au ministère en vertu de l'article 11,

b) soit est membre d'une autre bande, a droit à ce que son nom soit consigné dans la liste d'une bande tenue au ministère

	for a band if the council of the admitting band consents.	pour cette dernière si le conseil de la bande qui l'admet en son sein y consent.	
Limitation to one Band List	13. Notwithstanding sections 11 and 12, no person is entitled to have his name entered at the same time in more than one Band List maintained in the Department.	13. Par dérogation aux articles 11 et 12, nul n'a droit à ce que son nom soit consigné en même temps dans plus d'une liste de bande tenue au ministère.	Nom consigné dans une seule liste
Decision to leave Band List control with Department	13.1 (1) A band may, at any time prior to the day that is two years after the day that an Act entitled <i>An Act to amend the Indian Act</i> , introduced in the House of Commons on February 28, 1985, is assented to, decide to leave the control of its Band List with the Department if a majority of the electors of the band gives its consent to that decision.	13.1 (1) Une bande peut, avant le jour qui suit de deux ans le jour où la loi intitulée <i>Loi modifiant la Loi sur les Indiens</i> , déposée à la Chambre des communes le 28 février 1985, a reçu la sanction royale, décider de laisser la responsabilité de la tenue de sa liste au ministère à condition d'y être autorisée par la majorité de ses électeurs.	Première décision
Notice to the Minister	(2) Where a band decides to leave the control of its Band List with the Department under subsection (1), the council of the band shall forthwith give notice to the Minister in writing to that effect.	(2) Si la bande décide de laisser la responsabilité de la tenue de sa liste au ministère en vertu du paragraphe (1), le conseil de la bande, sans délai, avise par écrit le Ministre de la décision.	Avis au Ministre
Subsequent band control of membership	(3) Notwithstanding a decision under subsection (1), a band may, at any time after that decision is taken, assume control of its Band List under section 10.	(3) Malgré la décision visée au paragraphe (1), la bande peut, en tout temps après cette décision, assumer la responsabilité de la tenue de sa liste en vertu de l'article 10.	Seconde décision
Return of control to Department	13.2 (1) A band may, at any time after assuming control of its Band List under section 10, decide to return control of the Band List to the Department if a majority of the electors of the band gives its consent to that decision.	13.2 (1) La bande peut, en tout temps après avoir assumé la responsabilité de la tenue de sa liste en vertu de l'article 10, décider d'en remettre la responsabilité au ministère à condition d'y être autorisée par la majorité de ses électeurs.	Transfert de responsabilités au ministère
Notice to the Minister and copy of membership rules	(2) Where a band decides to return control of its Band List to the Department under subsection (1), the council of the band shall forthwith give notice to the Minister in writing to that effect and shall provide the Minister with a copy of the Band List and a copy of all the membership rules that were established by the band under subsection 10(2) while the band maintained its own Band List.	(2) Lorsque la bande décide de remettre la responsabilité de la tenue de sa liste au ministère en vertu du paragraphe (1), le conseil de la bande, sans délai, avise par écrit le Ministre de la décision et lui transmet une copie de la liste et le texte des règles d'appartenance fixées par la bande conformément au paragraphe 10(2) pendant qu'elle assumait la responsabilité de la tenue de sa liste.	Avis au Ministre et texte des règles
Transfer of responsibility to Department	(3) Where a notice is given under subsection (2) in respect of a Band List, the maintenance of that Band List shall be the responsibility of the Department from the date on which the notice is received and from that time the Band List shall be maintained in accordance with the membership rules set out in section 11.	(3) Lorsqu'est donné l'avis prévu au paragraphe (2) à l'égard d'une liste de bande, la tenue de cette dernière devient la responsabilité du ministère à compter de la date de réception de l'avis. Elle est tenue, à compter de cette date, conformément aux règles d'appartenance prévues à l'article 11.	Transfert de responsabilités au ministère

Entitlement
retained

13.3 A person is entitled to have his name entered in a Band List maintained in the Department pursuant to section 13.2 if that person was entitled to have his name entered, and his name was entered, in the Band List immediately before a copy of it was provided to the Minister under subsection 13.2(2), whether or not that person is also entitled to have his name entered in the Band List under section 11.

13.3 Une personne a droit à ce que son nom soit consigné dans une liste de bande tenue par le ministère en vertu de l'article 13.2 si elle avait droit à ce que son nom soit consigné dans cette liste, et qu'il y a effectivement été consigné, immédiatement avant qu'une copie en soit transmise au Ministre en vertu du paragraphe 13.2(2), que cette personne ait ou non droit à ce que son nom soit consigné dans cette liste en vertu de l'article 11.

Maintien du
droit d'être
consigné dans
la liste

Notice of Band Lists

Copy of Band
List provided to
band council

14. (1) Within one month after the day an Act entitled *An Act to amend the Indian Act*, introduced in the House of Commons on February 28, 1985, is assented to, the Registrar shall provide the council of each band with a copy of the Band List for the band as it stood immediately prior to that day.

Affichage des listes de bande

14. (1) Au plus tard un mois après la date où la loi intitulée *Loi modifiant la Loi sur les Indiens*, déposée à la Chambre des communes le 28 février 1985, a reçu la sanction royale, le registraire transmet au conseil de chaque bande une copie de la liste de la bande dans son état précédant immédiatement cette date.

Copie de la liste
de bande
transmise au
conseil de
bande

List of
additions and
deletions

(2) Where a Band List is maintained by the Department, the Registrar shall, at least once every two months after a copy of the Band List is provided to the council of a band under subsection (1), provide the council of the band with a list of the additions to or deletions from the Band List not included in a list previously provided under this subsection.

(2) Si la liste de bande est tenue au ministère, le registraire, au moins une fois tous les deux mois après la transmission prévue au paragraphe (1) d'une copie de la liste au conseil de la bande, transmet à ce dernier une liste des additions à la liste et des retranchements de celle-ci non compris dans une liste antérieure transmise en vertu du présent paragraphe.

Listes des
additions et des
retranchements

Lists to be
posted

(3) The council of each band shall, forthwith on receiving a copy of the Band List under subsection (1), or a list of additions to and deletions from its Band List under subsection (2), post the copy or the list, as the case may be, in a conspicuous place on the reserve of the band.

(3) Le conseil de chaque bande, dès qu'il reçoit copie de la liste de bande prévue au paragraphe (1) ou la liste des additions et des retranchements prévue au paragraphe (2), affiche la copie ou la liste, selon le cas, en un lieu bien en évidence dans la réserve de la bande.

Affichage de la
liste

Inquiries

Inquiries
relating to
Indian Register
or Band Lists

14.1 The Registrar shall, on inquiry from any person who believes that he or any person he represents is entitled to have his name included in the Indian Register or a Band List maintained in the Department, indicate to the person making the inquiry whether or not that name is included therein.

Demandes

14.1 Le registraire, à la demande de toute personne qui croit qu'elle-même ou que la personne qu'elle représente a droit à l'inclusion de son nom dans le registre des Indiens ou une liste de bande tenue au ministère, indique sans délai à l'auteur de la demande si ce nom y est inclus ou non.

Demandes
relatives au
registre des
Indiens ou aux
listes de bande

Protests

Protests

14.2 (1) A protest may be made in respect of the inclusion or addition of the name of a person in, or the omission or deletion of the name of a person from, the Indian Register, or a Band List maintained in the Department, within three years after the inclusion or addition, or omission or deletion, as the case may be, by notice in writing to the Registrar, containing a brief statement of the grounds therefor.

Protest in respect of Band List

(2) A protest may be made under this section in respect of the Band List of a band by the council of the band, any member of the band or the person in respect of whose name the protest is made or his representative.

Protest in respect of Indian Register

(3) A protest may be made under this section in respect of the Indian Register by the person in respect of whose name the protest is made or his representative.

Onus of proof

(4) The onus of establishing the grounds of a protest under this section lies on the person making the protest.

Registrar to cause investigation

(5) Where a protest is made to the Registrar under this section, he shall cause an investigation to be made into the matter and render a decision.

Evidence

(6) For the purposes of this section, the Registrar may receive such evidence on oath, on affidavit or in any other manner, whether or not admissible in a court of law, as in his discretion he sees fit or deems just.

Decision final

(7) Subject to section 14.3, the decision of the Registrar under subsection (5) is final and conclusive.

Appeal

14.3 (1) Within six months after the Registrar renders a decision on a protest under section 14.2,

(a) in the case of a protest in respect of the Band List of a band, the council of the band, the person by whom the protest was made, or the person in respect

Protestations

Protestations

14.2 (1) Une protestation peut être formulée, par avis écrit au registraire renfermant un bref exposé des motifs invoqués, contre l'inclusion ou l'addition du nom d'une personne dans le registre des Indiens ou une liste de bande tenue au ministère ou contre l'omission ou le retranchement de son nom de ce registre ou d'une telle liste dans les trois ans suivant soit l'inclusion ou l'addition, soit l'omission ou le retranchement.

(2) Une protestation peut être formulée en vertu du présent article à l'égard d'une liste de bande par le conseil de cette bande, un membre de celle-ci ou la personne dont le nom fait l'objet de la protestation ou son représentant.

(3) Une protestation peut être formulée en vertu du présent article à l'égard du registre des Indiens par la personne dont le nom fait l'objet de la protestation ou son représentant.

(4) La personne qui formule la protestation prévue au présent article a la charge d'en prouver le bien-fondé.

(5) Lorsqu'une protestation lui est adressée en vertu du présent article, le registraire fait tenir une enquête sur la question et rend une décision.

(6) Pour l'application du présent article, le registraire peut recevoir toute preuve présentée sous serment, sous déclaration sous serment ou autrement, si celui-ci, à son appréciation, l'estime indiquée ou équitable, que cette preuve soit ou non admissible devant les tribunaux.

(7) Sous réserve de l'article 14.3 la décision du registraire visée au paragraphe (5) est finale et péremptoire.

14.3 (1) Dans les six mois suivant la date de la décision du registraire sur une protestation prévue à l'article 14.2 :

a) soit, s'il s'agit d'une protestation formulée à l'égard d'une liste de bande, le conseil de la bande, la personne qui a formulé la protestation ou la personne

Protestation relative à la liste de bande

Protestation relative au registre des Indiens

Charge de la preuve

Le registraire fait tenir une enquête

Preuve

Décision finale

Appel

of whose name the protest was made or his representative, or

(b) in the case of a protest in respect of the Indian Register, the person in respect of whose name the protest was made or his representative,

may, by notice in writing, appeal the decision to a court referred to in subsection (5).

Copy of notice
of appeal to the
Registrar

(2) Where an appeal is taken under this section, the person who takes the appeal shall forthwith provide the Registrar with a copy of the notice of appeal.

Material to be
filed with the
court by
Registrar

(3) On receipt of a copy of a notice of appeal under subsection (2), the Registrar shall forthwith file with the court a copy of the decision being appealed together with all documentary evidence considered in arriving at that decision and any recording or transcript of any oral proceedings related thereto that were held before the Registrar.

Decision

(4) The court may, after hearing an appeal under this section,

(a) affirm, vary or reverse the decision of the Registrar; or

(b) refer the subject-matter of the appeal back to the Registrar for reconsideration or further investigation.

Court

(5) An appeal may be heard under this section

(a) in the Province of Prince Edward Island, the Yukon Territory or the Northwest Territories, before the Supreme Court;

(b) in the Province of New Brunswick, Manitoba, Saskatchewan or Alberta, before the Court of Queen's Bench;

(c) in the Province of Quebec, before the Superior Court for the district in which the band is situated or in which the person who made the protest resides, or for such other district as the Minister may designate; or

(d) in any other province, before the county or district court of the county or district in which the band is situated or in which the person who made the pro-

dont le nom fait l'objet de la protestation ou son représentant,

b) soit, s'il s'agit d'une protestation formulée à l'égard du registre des Indiens, la personne dont le nom a fait l'objet de la protestation ou son représentant,

peuvent, par avis écrit, interjeter appel de la décision à la cour visée au paragraphe (5).

Copie de l'avis
d'appel au
registraire

(2) Lorsqu'il est interjeté appel en vertu du présent article, l'appelant transmet sans délai au registraire une copie de l'avis d'appel.

Documents à
déposer à la
cour par le
registraire

(3) Sur réception de la copie de l'avis d'appel prévu au paragraphe (2), le registraire dépose sans délai à la cour une copie de la décision en appel, toute la preuve documentaire prise en compte pour la décision, ainsi que l'enregistrement ou la transcription des débats devant le registraire.

Décision

(4) La cour peut, à l'issue de l'audition de l'appel prévu au présent article :

a) soit confirmer, modifier ou renverser la décision du registraire;

b) soit renvoyer la question en appel au registraire pour réexamen ou nouvelle enquête.

Cour

(5) L'appel prévu au présent article peut être entendu :

a) dans la province de l'Île-du-Prince-Édouard, le territoire du Yukon et les territoires du Nord-Ouest, par la Cour suprême;

b) dans la province du Nouveau-Brunswick, du Manitoba, de la Saskatchewan ou d'Alberta, par la Cour du Banc de la Reine;

c) dans la province de Québec, par la Cour supérieure du district où la bande est située ou dans lequel réside la personne qui a formulé la protestation, ou de tel autre district désigné par le Ministre;

d) dans les autres provinces, par un juge de la cour de comté ou de district du comté ou du district où la bande est

test resides, or of such other county or district as the Minister may designate."

5. Subsections 15(1) to (4) of the said Act are repealed and the following substituted therefor:

"Payments in Respect of Persons Ceasing to be Band Members"

6. (1) Subsection 16(1) of the said Act is repealed.

(2) Subsection 16(3) of the said Act is repealed.

7. (1) Subsection 17(1) of the said Act is repealed and the following substituted therefor:

"New Bands"

17. (1) The Minister may, whenever he considers it desirable,

- (a) amalgamate bands that, by a vote of a majority of their electors, request to be amalgamated; and
- (b) constitute new bands and establish Band Lists with respect thereto from existing Band Lists, or from the Indian Register, if requested to do so by persons proposing to form the new bands."

(2) Subsection 17(3) of the said Act is repealed and the following substituted therefor:

"(3) No protest may be made under section 14.2 in respect of the deletion from or the addition to a Band List consequent on the exercise by the Minister of any of his powers under subsection (1)."

8. The said Act is further amended by adding thereto, immediately after section 18 thereof, the following section:

"18.1 A member of a band who resides on the reserve of the band may reside there with his dependent children or any children of whom he has custody."

située ou dans lequel réside la personne qui a formulé la protestation, ou de tel autre comté ou district désigné par le Ministre."

5. Les paragraphes 15(1) à (4) de la même loi sont abrogés et remplacés par ce qui suit :

"Paiements aux personnes qui cessent d'être membres d'une bande"

6. (1) Le paragraphe 16(1) de la même loi est abrogé.

(2) Le paragraphe 16(3) de la même loi est abrogé.

7. (1) Le paragraphe 17(1) de la même loi est abrogé et remplacé par ce qui suit :

"Nouvelles bandes"

17. (1) Le Ministre peut, lorsqu'il l'estime à propos :

- a) fusionner les bandes qui, par un vote majoritaire de leurs électeurs, demandent la fusion;
- b) constituer de nouvelles bandes et établir à leur égard des listes de bande à partir des listes de bande existantes, ou du registre des Indiens, s'il lui en est fait la demande par des personnes proposant la constitution de nouvelles bandes."

(2) Le paragraphe 17(3) de la même loi est abrogé et remplacé par ce qui suit :

"(3) Aucune protestation ne peut être formulée en vertu de l'article 14.2 à l'égard d'un retranchement d'une liste de bande ou d'une addition à celle-ci qui découle de l'exercice par le Ministre de l'un de ses pouvoirs prévus au paragraphe (1)."

8. La même loi est modifiée par insertion, après l'article 18, de ce qui suit :

"18.1 Le membre d'une bande qui réside sur la réserve de cette dernière peut y résider avec ses enfants à charge ou tout enfant dont il a la garde."

Minister may
constitute new
bands

No protest

Children of
band members

Constitution de
nouvelles
bandes par le
Ministre

Aucune
protestation

Enfants des
membres d'une
bande

9. (1) Subsections 48(13) and (14) of the said Act are repealed.

(2) Subsection 48(16) of the said Act is repealed and the following substituted therefor:

Definition of
"child"

"(16) In this section, "child" includes a child born in or out of wedlock, a legally adopted child and a child adopted in accordance with Indian custom."

10. (1) Section 64 of the said Act is renumbered as subsection 64(1).

(2) Section 64 of the said Act is further amended by adding thereto the following subsection:

Expenditure of
capital moneys
in accordance
with by-laws

"(2) The Minister may make expenditures out of the capital moneys of a band in accordance with by-laws made pursuant to paragraph 81(1)(p.3) for the purpose of making payments to any person whose name was deleted from the Band List of the band in an amount not exceeding one per capita share of the capital moneys."

11. The said Act is further amended by adding thereto, immediately after section 64 thereof, the following section:

Limitation in
respect of
paragraphs
6(1)(c), (d) and
(e)

"64.1 (1) A person who has received an amount that exceeds one thousand dollars under paragraph 15(1)(a), as it read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as that paragraph, by reason of ceasing to be a member of a band in the circumstances set out in paragraph 6(1)(c), (d) or (e) is not entitled to receive an amount under paragraph 64(1)(a) until such time as the aggregate of all amounts that he would, but for this subsection, have received under paragraph 64(1)(a) is equal to the amount by which the amount that he received under paragraph 15(1)(a), as it read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as that

9. (1) Les paragraphes 48(13) et (14) de la même loi sont abrogés.

(2) Le paragraphe 48(16) de la même loi est abrogé et remplacé par ce qui suit :

Définition
d'enfant

"(16) Au présent article, «enfant» comprend un enfant né du mariage ou hors mariage, un enfant légalement adopté et un enfant adopté conformément aux coutumes indiennes."

10. (1) Le numéro d'article 64 de la même loi est remplacé par le numéro de paragraphe 64(1).

(2) L'article 64 de la même loi est modifié par adjonction de ce qui suit :

Dépenses sur
les deniers au
compte de
capital

"(2) Le Ministre peut effectuer des dépenses sur les deniers au compte de capital d'une bande conformément aux statuts administratifs établis en vertu de l'alinéa 81(1)p.3 en vue de faire des paiements à toute personne dont le nom a été retranché de la liste de la bande pour un montant n'excédant pas une part per capita des deniers au compte de capital."

11. La même loi est modifiée par insertion, après l'article 64, de ce qui suit :

Réserve relative
aux alinéas
6(1)(c), (d) ou (e)

"64.1 (1) Une personne qui a reçu un montant supérieur à mille dollars en vertu de l'alinéa 15(1)(a), dans sa version précédant immédiatement le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que celui de cet alinéa, du fait qu'elle a cessé d'être membre d'une bande dans les circonstances prévues aux alinéas 6(1)(c), (d) ou (e) n'a pas droit de recevoir de montant en vertu de l'alinéa 64(1)(a) jusqu'à ce que le total de tous les montants qu'elle aurait reçus en vertu de l'alinéa 64(1)(a), n'eût été le présent paragraphe, égale la part du montant qu'elle a reçu en vertu de l'alinéa 15(1)(a), dans sa version précédant immédiatement le 17 avril 1985, ou en vertu de toute disposition antérieure de la présente loi portant sur le même sujet que

paragraph, exceeds one thousand dollars, together with any interest thereon.

Additional
limitation

(2) Where the council of a band makes a by-law under paragraph 81(1)(p.4) bringing this subsection into effect, a person who has received an amount that exceeds one thousand dollars under paragraph 15(1)(a), as it read immediately prior to April 17, 1985, or under any former provision of this Act relating to the same subject-matter as that paragraph, by reason of ceasing to be a member of the band in the circumstances set out in paragraph 6(1)(c), (d) or (e) is not entitled to receive any benefit afforded to members of the band as individuals as a result of the expenditure of Indian moneys under paragraphs 64(1)(b) to (k), subsection 66(1) or subsection 69(1) until the amount by which the amount so received exceeds one thousand dollars, together with any interest thereon, has been repaid to the band.

Regulations

(3) The Governor in Council may make regulations prescribing the manner of determining interest for the purpose of subsections (1) and (2)."

12. Section 66 of the said Act is amended by adding thereto, immediately after subsection (2) thereof, the following subsection:

Idem

"(2.1) The Minister may make expenditures out of the revenue moneys of a band in accordance with by-laws made pursuant to paragraph 81(1)(p.3) for the purpose of making payments to any person whose name was deleted from the Band List of the band in an amount not exceeding one per capita share of the revenue moneys."

13. Section 68 of the said Act is repealed and the following substituted therefor:

Maintenance of
dependants

"68. Where the Minister is satisfied that an Indian

- (a) has deserted his spouse or family without sufficient cause,
- (b) has conducted himself in such a manner as to justify the refusal of his spouse or family to live with him, or

celui de ce paragraphe, en excédant de mille dollars, y compris les intérêts.

Réserve
additionnelle

(2) Lorsque le conseil d'une bande établit des statuts administratifs en vertu de l'alinéa 81(1)p.4) mettant en vigueur le présent paragraphe, la personne qui a reçu un montant supérieur à mille dollars en vertu de l'alinéa 15(1)a) dans sa version précédant immédiatement le 17 avril 1985, ou en vertu de toute autre disposition antérieure de la présente loi portant sur le même sujet que celui de cet alinéa, parce qu'elle a cessé d'être membre de la bande dans les circonstances prévues aux alinéas 6(1)c), d) ou e) n'a droit de recevoir aucun des avantages offerts aux membres de la bande à titre individuel résultant de la dépense de deniers des Indiens au titre des alinéas 64(1)b) à k), du paragraphe 66(1) ou du paragraphe 69(1) jusqu'à ce que l'excédent du montant ainsi reçu sur mille dollars, y compris l'intérêt sur celui-ci, ait été remboursé à la bande.

Règlements

(3) Le gouverneur en conseil peut prendre des règlements prévoyant la façon de déterminer les intérêts pour l'application des paragraphes (1) et (2)."

12. L'article 66 de la même loi est modifié par adjonction, après le paragraphe (2), de ce qui suit :

Idem

"(2.1) Le Ministre peut effectuer des dépenses sur les derniers de revenu de la bande conformément aux statuts administratifs visés à l'alinéa 81(1)p.3) en vue d'effectuer des paiements à une personne dont le nom a été retranché de la liste de bande jusqu'à concurrence d'un montant n'excédant pas une part *per capita* des fonds de revenu."

13. L'article 68 de la même loi est abrogé et remplacé par ce qui suit :

"68. Lorsque le Ministre est convaincu qu'un Indien :

Entretien des
personnes à
charge

- a) a abandonné son conjoint ou sa famille sans raison suffisante,
- b) s'est conduit de façon à justifier le refus de son conjoint ou de sa famille de vivre avec lui, ou

(c) has been separated by imprisonment from his spouse and family, the Minister may order that payments of any annuity or interest money to which that Indian is entitled shall be applied to the support of the spouse or family or both the spouse and family of that Indian."

14. Subsections 77(1) and (2) of the said Act are repealed and the following substituted therefor:

Eligibility of voters for chief

"77. (1) A member of a band who has attained the age of eighteen years and is ordinarily resident on the reserve is qualified to vote for a person nominated to be chief of the band and, where the reserve for voting purposes consists of one section, to vote for persons nominated as councillors.

Councillor

(2) A member of a band who is of the full age of eighteen years and is ordinarily resident in a section that has been established for voting purposes is qualified to vote for a person nominated to be councillor to represent that section."

15. Section 81 of the said Act is amended by adding thereto, immediately after paragraph (p) thereof, the following paragraphs:

- "(p.1) the residence of band members and other persons on the reserve;
- (p.2) to provide for the rights of spouses and children who reside with members of the band on the reserve with respect to any matter in relation to which the council may make by-laws in respect of members of the band;
- (p.3) to authorize the Minister to make payments out of capital or revenue moneys to persons whose names were deleted from the Band List of the band;
- (p.4) to bring subsection 10(3) or 64.1(2) into effect in respect of the band;"

15.1 (1) Paragraph 81(r) of the said Act is repealed and the following substituted therefor:

c) a été séparé de son conjoint et de sa famille par emprisonnement, il peut ordonner que les paiements de rentes ou d'intérêts auxquels cet Indien a droit soient appliqués au soutien du conjoint ou de la famille ou du conjoint et de la famille de ce dernier."

14. Les paragraphes 77(1) et (2) de la même loi sont abrogés et remplacés par ce qui suit :

"77. (1) Un membre d'une bande, qui a dix-huit ans révolus et réside ordinairement dans la réserve, a qualité pour voter en faveur d'une personne présentée comme candidat au poste de chef de la bande et, lorsque la réserve, aux fins d'élection, ne comprend qu'une section, pour voter en faveur de personnes présentées aux postes de conseillers.

Qualités exigées des électeurs au poste de chef

(2) Un membre d'une bande, qui a dix-huit ans révolus et réside ordinairement dans une section établie aux fins de votation, a qualité pour voter en faveur d'une personne présentée au poste de conseiller pour représenter cette section."

Conseiller

15. L'article 81 de la même loi est modifié par insertion, après l'alinéa p), de ce qui suit :

- "p.1) la résidence des membres de la bande ou des autres personnes sur la réserve;
- p.2) l'adoption de mesures relatives aux droits des conjoints ou des enfants qui résident avec des membres de la bande dans une réserve pour toute matière au sujet de laquelle le conseil peut établir des statuts administratifs à l'égard des membres de la bande;
- p.3) l'autorisation du Ministre à effectuer des paiements sur des deniers au compte de capital ou des deniers de revenu aux personnes dont les noms ont été retranchés de la liste de la bande;
- p.4) la mise en vigueur des paragraphes 10(3) ou 64.1(2) à l'égard de la bande;"

15.1 (1) L'alinéa 81r) de la même loi est abrogé et remplacé par ce qui suit :

"(r) the imposition on summary conviction of a fine not exceeding one thousand dollars or imprisonment for a term not exceeding thirty days, or both, for violation of a by-law made under this section."

(2) Section 81 of the said Act is renumbered as subsection 81(1).

(3) Section 81 of the said Act is further amended by adding thereto the following subsections:

Power to
restrain by
order where
conviction
entered

"(2) Where any by-law of a band is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.

Power to
restrain by
court action

(3) Where any by-law of a band passed is contravened, in addition to any other remedy and to any penalty imposed by the by-law, such contravention may be restrained by court action at the instance of the band council."

16. The said Act is further amended by adding thereto, immediately after section 85 thereof, the following section:

By-laws
relating to
intoxicants

"85.1 (1) Subject to subsection (2), the council of a band may make by-laws

- (a) prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band;
- (b) prohibiting any person from being intoxicated on the reserve;
- (c) prohibiting any person from having intoxicants in his possession on the reserve; and
- (d) providing for exceptions to any of the prohibitions established pursuant to paragraph (b) or (c).

"(r) l'imposition, sur déclaration sommaire de culpabilité, d'une amende n'excédant pas mille dollars ou d'un emprisonnement d'au plus trente jours, ou de l'amende et de l'emprisonnement à la fois, pour violation d'un statut administratif établi aux termes du présent article."

(2) L'article 81 de la même loi devient le paragraphe 81(1).

(3) L'article 81 de la même loi est modifié par adjonction de ce qui suit :

Pouvoir de
prendre une
ordonnance

"(2) Lorsqu'un statut administratif d'une bande est violé et qu'une déclaration de culpabilité est prononcée, en plus de tout autre remède et de toute pénalité imposée par le statut administratif, le tribunal dans lequel a été prononcée la déclaration de culpabilité, et tout tribunal compétent par la suite, peut rendre une ordonnance interdisant la continuation ou la répétition de l'infraction par la personne déclarée coupable.

Pouvoir
d'intenter une
action en justice

(3) Lorsqu'un statut administratif d'une bande est violé, en plus de tout autre remède et de toute pénalité imposée par le statut administratif, cette violation peut être réfrénée par une action en justice à la demande du conseil de bande."

16. La même loi est modifiée par insertion, après l'article 85, de ce qui suit :

Statuts
administratifs
sur les
spiritueux

"85.1 (1) Sous réserve du paragraphe (2), le conseil d'une bande peut établir des statuts administratifs :

- a) interdisant de vendre, de faire le troc, de fournir ou de fabriquer des spiritueux sur la réserve de la bande;
- b) interdisant à toute personne d'être en état d'ivresse sur la réserve;
- c) interdisant à toute personne d'avoir en sa possession des spiritueux sur la réserve;
- d) prévoyant des exceptions aux interdictions établies en vertu des alinéas b) ou c).

Consent of
electors

(2) A by-law may not be made under this section unless it is first assented to by a majority of the electors of the band who voted at a special meeting of the band called by the council of the band for the purpose of considering the by-law.

(2) Les statuts administratifs prévus au présent article ne peuvent être établis qu'avec le consentement préalable de la majorité des électeurs de la bande ayant voté à l'assemblée spéciale de la bande convoquée par le conseil de cette dernière pour l'étude de ces statuts.

Consentement
des élections

Copies of
by-laws to be
sent to Minister

(3) A copy of every by-law made under this section shall be sent by mail to the Minister by the chief or a member of the council of the band within four days after it is made.

(3) Le chef ou un membre du conseil de la bande doit envoyer par courrier au Ministre une copie de chaque statut administratif prévu au présent article dans les quatre jours suivant son établissement.

Copie des
statuts
administratifs
au Ministre

Offence

(4) Every person who contravenes a by-law made under this section is guilty of an offence and is liable on summary conviction

(4) Toute personne qui enfreint un statut administratif établi en vertu du présent article commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire :

Infraction

(a) in the case of a by-law made under paragraph (1)(a), to a fine of not more than one thousand dollars or to imprisonment for a term not exceeding six months or to both; and

a) dans le cas d'un statut administratif établi en vertu de l'alinéa (1)a), une amende maximale de mille dollars et un emprisonnement maximal de six mois, ou une de ces peines;

(b) in the case of a by-law made under paragraph (1)(b) or (c), to a fine of not more than one hundred dollars or to imprisonment for a term not exceeding three months or to both."

b) dans le cas d'un statut administratif établi en vertu des alinéas (1)b) ou c), une amende maximale de cent dollars et un emprisonnement maximal de trois mois, ou l'une de ces peines."

17. Sections 94 to 100 of the said Act are repealed and the following substituted therefor:

17. Les articles 94 à 100 de la même loi sont abrogés et remplacés par ce qui suit :

"OFFENCES"

"PEINES"

18. Subsection 103(1) of the said Act is repealed and the following substituted therefor:

18. Le paragraphe 103(1) de la même loi est abrogé et remplacé par ce qui suit :

Seizure of
goods

"103. (1) Whenever a peace officer, a superintendent or a person authorized by the Minister believes on reasonable grounds that an offence against section 33, 85.1, 90 or 93 has been committed, he may seize all goods and chattels by means of or in relation to which he believes on reasonable grounds the offence was committed."

"103. (1) Chaque fois qu'un agent de la paix, un surintendant ou une autre personne autorisée par le Ministre a des motifs raisonnables de croire qu'une infraction aux articles 33, 85.1, 90 ou 93 a été commise, il peut saisir toutes les marchandises et tous les biens meubles au moyen ou à l'égard desquels il a des motifs raisonnables de croire que l'infraction a été commise."

Saisie des
marchandises

19. Sections 109 to 113 of the said Act are repealed.

19. Les articles 109 à 113 de la même loi sont abrogés.

20. (1) All that portion of subsection 119(2) of the said Act preceding paragraph (a) thereof is repealed and the following substituted therefor:

Powers

"(2) Without restricting the generality of subsection (1), a truant officer may, subject to subsection (2.1),"

(2) Section 119 of the said Act is further amended by adding thereto, immediately after subsection (2) thereof, the following subsections:

Warrant required to enter dwelling-house

"(2.1) Where any place referred to in paragraph (2)(a) is a dwelling-house, a truant officer may not enter that dwelling-house without the consent of the occupant except under the authority of a warrant issued under subsection (2.2).

Authority to issue warrant

(2.2) Where on *ex parte* application a justice of the peace is satisfied by information on oath

(a) that the conditions for entry described in paragraph (2)(a) exist in relation to a dwelling-house,

(b) that entry to the dwelling-house is necessary for any purpose relating to the administration or enforcement of this Act, and

(c) that entry to the dwelling-house has been refused or that there are reasonable grounds for believing that entry thereto will be refused,

he may issue a warrant under his hand authorizing the truant officer named therein to enter that dwelling-house subject to such conditions as may be specified in the warrant.

Use of force

(2.3) In executing a warrant issued under subsection (2.2), the truant officer named therein shall not use force unless he is accompanied by a peace officer and the use of force has been specifically authorized in the warrant."

Saving from liability

21. For greater certainty, no claim lies against Her Majesty in right of Canada, the Minister, any band, council of a band or member of a band or any other person or body in relation to the omission or deletion of

20. (1) Le passage du paragraphe 119(2) de la même loi qui précède l'alinéa a) est abrogé et remplacé par ce qui suit :

Pouvoirs

"(2) Sans qu'en soit restreinte la portée générale du paragraphe (1), un agent de surveillance peut, sous réserve du paragraphe (2.1) :

(2) L'article 119 de la même loi est modifié par insertion, après le paragraphe (2), de ce qui suit :

Mandat : maison d'habitation

"(2.1) Lorsque l'endroit visé à l'alinéa (2)a) est une maison d'habitation, l'agent de surveillance ne peut y pénétrer sans l'autorisation de l'occupant qu'en vertu du mandat prévu au paragraphe (2.2).

Pouvoir de délivrer un mandat

(2.2) Sur demande *ex parte*, le juge de paix peut délivrer sous son seing un mandat autorisant l'agent de surveillance qui y est nommé, sous réserve des conditions éventuellement fixées dans le mandat, à pénétrer dans une maison d'habitation s'il est convaincu, d'après une dénonciation sous serment, de ce qui suit :

a) les circonstances prévues à l'alinéa (2)a) dans lesquelles un agent peut y pénétrer existent;

b) il est nécessaire d'y pénétrer pour l'application de la présente loi;

c) un refus d'y pénétrer a été opposé ou il y a des motifs raisonnables de croire qu'un tel refus sera opposé.

Usage de la force

(2.3) L'agent de surveillance nommé dans le mandat prévu au paragraphe (2.2) ne peut recourir à la force dans l'exécution du mandat que si celui-ci en autorise expressément l'usage et que si lui-même est accompagné d'un agent de la paix."

Aucune réclamation

21. Il demeure entendu qu'il ne peut être présenté aucune réclamation contre Sa Majesté du chef du Canada, le Ministre, une bande, un conseil de bande, un membre d'une bande ou autre personne ou organisme

the name of a person from the Indian Register in the circumstances set out in paragraph 6(1)(c), (d) or (e) of the *Indian Act*.

relativement à l'omission ou au retranchement du nom d'une personne du registre des Indiens dans les circonstances prévues aux alinéas 6(1)c, d) ou e) de la *Loi sur les Indiens*.

Report of
Minister to
Parliament

22. (1) The Minister shall cause to be laid before each House of Parliament, not later than two years after this Act is assented to, a report on the implementation of the amendments to the *Indian Act*, as enacted by this Act, which report shall include detailed information on

22. (1) Au plus tard deux ans après la sanction royale de la présente loi, le Ministre fait déposer devant chaque chambre du Parlement un rapport sur l'application des modifications de la *Loi sur les Indiens* prévues dans la présente loi. Le rapport contient des renseignements détaillés sur :

Rapport du
Ministre au
Parlement

(a) the number of people who have been registered under section 6 of the *Indian Act*, and the number entered on each Band List under subsection 11(1) of that Act, since April 17, 1985;

a) le nombre de personnes inscrites en vertu de l'article 6 de la *Loi sur les Indiens* et le nombre de personnes dont le nom a été consigné dans une liste de bande en vertu du paragraphe 11(1) de cette loi, depuis le 17 avril 1985;

(b) the names and number of bands that have assumed control of their own membership under section 10 of the *Indian Act*; and

b) les noms et le nombre des bandes qui décident de l'appartenance à leurs effectifs en vertu de l'article 10 de la *Loi sur les Indiens*;

(c) the impact of the amendments on the lands and resources of Indian bands.

c) l'effet des modifications sur les terres et les ressources des bandes d'Indiens.

Review by
Parliamentary
committee

(2) Such committee of Parliament as may be designated or established for the purposes of this subsection shall, forthwith after the report of the Minister is tabled under subsection (1), review that report and may, in the course of that review, undertake a review of any provision of the *Indian Act* enacted by this Act.

(2) Le Comité du Parlement que ce dernier peut désigner ou établir pour l'application du présent paragraphe doit examiner sans délai après son dépôt par le Ministre le rapport visé au paragraphe (1). Le comité peut, dans le cadre de cet examen, procéder à la révision de toute disposition de la *Loi sur les Indiens* prévue à la présente loi.

Examen par un
comité
parlementaire

Commence-
ment

23. (1) Subject to subsection (2), this Act shall come into force or be deemed to have come into force on April 17, 1985.

23. (1) Sous réserve du paragraphe (2), la présente loi entre en vigueur ou est réputée être entrée en vigueur le 17 avril 1985.

Entrée en
vigueur

Idem

(2) Sections 17 and 18 shall come into force six months after this Act is assented to.

(2) Les articles 17 et 18 entrent en vigueur six mois après que la présente loi a reçu la sanction royale.

Idem

TAB G

This is Exhibit "G" referred to in the
Affidavit of

Paul Bujold

Sworn before me this 12 day

SAWRIDGE BAND INTER VIVOS SETTLEMENT September A.D., 20 11

A. Magnan

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

DECLARATION OF TRUST

Catherine A. Magnan

My Commission Expires

January 29, 2012

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

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

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

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.

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

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.

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.

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,

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

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

Alberta.

IN WITNESS WHEREOF the parties hereto have
executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

A. Settlor

Walter 2

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

B. Trustees:

1.

Walter 2

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

2.

G/K

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

3.

Sam 2

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

TAB H

This is Exhibit "H" referred to in the
Affidavit of

Paul Bujold

SAWRIDGE BAND TRUST

Sworn before me this 12 day

of September A.D., 2011

RESOLUTION OF TRUSTEES

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Catherine A. Magnan

My Commission Expires

January 29, 2012

WHEREAS the undersigned are the Trustees of an inter vivos settlement (the "Sawridge Band Trust") made the 15th day of April, 1982 between Chief Walter Patrick Twinn, as Settlor, and Chief Walter Patrick G. Twinn, Walter Felix Twin and George V. Twin, as Trustees;

AND WHEREAS the beneficiaries of the Sawridge Band Trust are the members, present and future, of the Sawridge Indian Band (the "Band"), a band for the purposes of the Indian Act R.S.C., Chapter 149;

AND WHEREAS amendments introduced into the House of Commons on the 28th day of February, 1985 may, if enacted, extend membership in the Band to certain classes of persons who did not qualify for such membership on the 15th day of April, 1982;

AND WHEREAS pursuant to paragraph 6 of the instrument (the "Trust Instrument") establishing the Trust the undersigned have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund 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 the beneficiaries of the Trust;

AND WHEREAS for the purpose of precluding future uncertainty as to the identity of the beneficiaries of the Trust the Trustees desire to exercise the said power by resettling the assets of the Trust for the benefit of only those persons (the "Beneficiaries") who qualify, or would in the future qualify, for membership in the Band under the provisions of the Act in force on the 15th day of April, 1982;

APRIL 12, 1985 AND WHEREAS by deed executed the 15th day of March, 1985 between Chief Walter Patrick Twinn, as Settlor, and the undersigned as Trustees, an inter vivos settlement (the "Sawridge Band Inter Vivos Settlement") has been constituted for the benefit of the Beneficiaries;

NOW THEREFORE BE IT RESOLVED THAT

1. the power conferred upon the undersigned in their capacities as Trustees of the Trust pursuant to paragraph 6 of the Trust Instrument be and the same is hereby exercised by transferring all of the assets of the Trust to the

undersigned in their capacities as Trustees of the Sawridge Band Inter Vivos Settlement; and

2. Chief Walter Patrick Twinn is hereby authorized to execute all share transfer forms and other instruments in writing and to do all other acts and things necessary or expedient for the purpose of completing the transfer of the said assets of the Trust to the Sawridge Band Inter Vivos Settlement in accordance with all applicable legal formalities and other legal requirements.

DATED the 15th day of ^{APRIL} March, 1985.
S.S.

Walter P. Twinn
Chief Walter Patrick Twinn

Samuel G. Twin
Samuel G. Twin

George V. Twin
George V. Twin

ACCEPTANCE BY TRUSTEES

The undersigned in their capacities as Trustees of the Sawridge Band Inter Vivos Settlement hereby declare that they accept the transfer of all of the assets of the Trust and that they will hold the said assets and deal with the same hereafter for the benefit of the Beneficiaries in all respects in accordance with the terms and provisions of the Sawridge Band Inter Vivos Settlement.

DATED the 15th day of ^{APRIL} March, 1985.
S.S.

Walter P. Twinn
Chief Walter Patrick Twinn

Samuel G. Twin
Samuel G. Twin

George V. Twin
George V. Twin

TAB I

21902 Trust
DOCS Does

SAWRIDGE BAND RESOLUTION

WHEREAS the Trustees of a certain trust dated the 15th day of April, 1982, have authorized the transfer of the trust assets to the Trustees of the attached trust dated the 15th day of April, A.D., 1985.

AND WHEREAS the assets have actually been transferred this 15th day of April, A.D. 1985.

THEREFORE BE IT RESOLVED at this duly convened and constituted meeting of the Sawridge Indian Band at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that the said transfer be and the same is hereby approved and ratified.

WITNESS

as to all signatures
Bruce & Thom

This is Exhibit "I" referred to in the
Affidavit of
Paul Bujold
Sworn before me this 12 day
of September A.D., 2011
A. Magnan
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Catherine A. Magnan
My Commission Expires
January 29, 2012

[Handwritten signatures]
Sam I
Walter F Twin
G V
Walter I
Dellie I. Twin
Chris Twin
Jean Peterson
Catherine Twin

TAB J

This is Exhibit "K" referred to in the
Affidavit of

Paul Bujold
Sworn before me this 12 day
of September A.D., 2011

THE SAWRIDGE TRUST

DECLARATION OF TRUST

A. Magnan
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Catherine A. Magnan
My Commission Expires
1986 by 29, 2012

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 TWIN,
(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:

- 2 -

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;

- 3 -

- (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

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.

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

(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.

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.

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

Walter P. Twinn
CHIEF WALTER P. TWINN

B. Trustees:

1.

Walter P. Twinn
CHIEF WALTER P. TWINN

2.

Catherine M. Twinn
CATHERINE TWINN

3.

George Twinn
GEORGE TWINN

SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.

TAB K

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
SAWRIDGE FIRST NATION, ON APRIL 15, 1985
(The "1985 SAWRIDGE TRUST")

10
11 APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
12 FELIX TWIN, BERTHA L'HIRONDELLE and
13 CLARA MIDBO, as TRUSTEES FOR THE 1985
SAWRIDGE TRUST

14 -----
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

1 transferred into the Trust. We couldn't possibly go
2 through and give you a history of assets that were held
3 by individuals by the First Nation because those are
4 entirely irrelevant, except for those assets that were
5 transferred into the Trust, because there may well have
6 been lots of assets held by individuals in the Sawridge
7 First Nation in terms of how they ran their assets. So
8 the only relevant assets would be those that were
9 transferred into the 1982 Trust, and then ultimately
10 into the '85 Trust.

11 Q MS. HUTCHISON: I am sorry, Mr. Bujold, just so
12 that I am clear. So you have indicated in paragraph 8
13 of your Affidavit that Mr. Ewoniak explained to you or
14 advised you that at some time in the early 1970s
15 individuals were starting to hold property in trust for
16 Sawridge First Nation because of a concern about
17 whether the nation had statutory ownership power?

18 A Yes.

19 Q Do you have any information to indicate that the assets
20 that individuals were holding between the early 1970s
21 and 1982, that some of those assets were not ultimately
22 transferred into the 1982 Trust?

23 A From the records that we have got my understanding is
24 that all of the assets that were held by individuals
25 for the '82 Trust eventually ended up in the '82 Trust.
26 And those assets were then transferred in full to the
27 '85 Trust.

1 settled into -- you know, they were held by individuals
2 and all of the assets that they decided to put into the
3 Trust were put into the Trust in '82.

4 Then the '82 Trust, and as part of the undertaking
5 you will see in the explanation, the '82 Trust created
6 a holding company.

7 Q Yes.

8 A And that holding company actually acted on the asset,
9 but the Trust also held shares that weren't part of the
10 holding company. So there were two sets of assets.
11 Those held by the holding company, and those held by
12 the Trust. This is the '82 Trust.

13 Q Okay.

14 A And so all of those assets were transferred to the '85
15 Trust, it is just that they had to be transferred in
16 two separate moves. The holding company assets were
17 transferred in one move and then the non-holding
18 company assets were transferred in a second move.

19 Our understanding from the records is that in order
20 to effect that transfer the '82 Trust transferred the
21 assets in the '82 Trust to the trustees, and then the
22 trustees transferred these assets into the '85 Trust.

23 The holding company was, by resolution, the
24 trustees decided to move all of the assets from the
25 holding company -- actually they moved the whole
26 holding company into the '85 Trust. So there is those
27 two movements going on. But all of the assets that

1 were held by the '82 Trust, and that includes those
2 that weren't part of the holding company and those that
3 were part of the holding company, moved into the '85
4 Trust.

5 Q Okay.

6 A As far as we can determine from the records that we
7 have.

8 Q Okay. So in paragraph 22 of your September 12th, 2011
9 Affidavit when you say that there was additional
10 property transferred into the 1985 Trust by Sawridge
11 First Nation or individuals holding property in trust
12 for the nation and its members?

13 A Right.

14 Q When you are talking about individuals holding property
15 in trust for the nation and its members, if I am
16 understanding you you are not referring to individuals
17 that had been set up to hold assets in trust pre 1982?

18 A No.

19 Q Okay.

20 A So these are -- this is the holding company -- or this
21 is the differential --

22 Q The non-holding company assets?

23 A The non-holding company assets. So the non-holding
24 company assets were held by the Trust, and then in
25 order to move them from the Trust, '82 Trust to the '85
26 Trust, they were transferred to individual trustees,
27 and then the individual trustees moved or settled them

1 into the '85 Trust.

2 Q Okay. Thank you. I was finding that a bit confusing.

3 A It is very confusing for us as well, so.

4 Q Okay, thank you. And just so that I am clear on this,
5 going back to paragraph 7, 8, and 9?

6 MS. BONORA: Can we just go off the record for a
7 second, just so that there is a clear picture.

8 (Discussion off the Record.)

9 Q MS. HUTCHISON: We had a useful discussion off the
10 record. Thank you, Ms. Bonora.

11 So my understanding is that the transfer from the
12 '82 Trust to the '85 Trust, we can probably talk about
13 it as being three components. The holdco transfer?

14 A Yes.

15 Q The non-holdco asset transfer?

16 A Yes.

17 Q And then there was a third element that we hadn't
18 discussed until we went off the record, where there was
19 a transfer of a debenture?

20 A Yes.

21 Q From the '82 Trust to the '85 Trust?

22 A There was a debenture held by the First Nation
23 separately, and it was a debenture for the construction
24 of the Slave Lake Hotel and the development of that
25 property. And so that debenture was held by the First
26 Nation itself, and it decided to transfer that
27 debenture to the '85 -- it wasn't part of the '82

1 Trust, but it was added to the 1985 Trust.

2 Q I see. So the '85 Trust ultimately ended up holding
3 more assets actually than the '82 Trust?

4 A Yes, that is right.

5 Q Okay.

6 MS. BONORA: Sorry, if we just go off the
7 record.

8 (Discussion off the Record.)

9 Q MS. HUTCHISON: Mr. Bujold, we are showing you a
10 copy of what we have called the debenture?

11 A Yes.

12 Q Are you familiar with that document?

13 A I am, yes.

14 MS. HUTCHISON: So I wonder if we could mark that
15 as Exhibit 1.

16 EXHIBIT NO. 1:

17 DEMAND DEBENTURE OF SAWRIDGE ENTERPRISES
18 LTD.

19 Q MS. HUTCHISON: Mr. Bujold, I am just showing you a
20 band council resolution dated April 15th, 1985. Is
21 that document familiar to you?

22 A Yes.

23 Q And so if we could mark that as Exhibit 2.

24 EXHIBIT NO. 2:

25 BAND COUNCIL RESOLUTION DATED APRIL 15,
26 1985.

27 Q MS. HUTCHISON: And just by way of clarification,

1 taking a look at this document on its face, it appears
2 that the debenture was being held in trust by Walter
3 Patrick Twinn as an individual as opposed to by the
4 First Nation?

5 A Yes.

6 Q And then that debenture was transferred into the 1985
7 Trust?

8 A Right. So the assets that were -- because of this
9 ownership issue, the assets, even those held by the
10 First Nation and not by the Trust, were still held by a
11 trustee. And in this case it was the Chief.

12 Q Understood. So Walter Patrick Twinn was holding the
13 debenture in trust for the band?

14 A That is right.

15 Q And that is what you were referring to?

16 A That is what I was referring to with the First Nations.
17 So it is the First Nation that was doing the transfer
18 because the BCR shows all of the Chief and Council
19 agreed to it.

20 Q Just going back to this time period when there were
21 individuals holding assets in trust, and then up to and
22 including the creation of the 1982 Trust, I just want
23 to be sure that I am understanding. It sounds as
24 though at least at this point in time Sawridge Trust
25 doesn't know or hasn't really -- does not know if there
26 were other assets that individuals were holding in
27 trust in that time period that didn't ultimately roll

1 into the 1982 Trust? You just know that --

2 A We are not aware of any assets that aren't part of the
3 Trust.

4 Q Okay.

5 A So -- and we haven't made any attempts to determine if
6 there were other assets because they are not relevant
7 to us. So we have traced the assets that ended up in
8 the 1985 Trust back to the '82 Trust.

9 Q Right.

10 A And from the '82 Trust to the First Nation, or to the
11 trustees appointed by the First Nation to hold those
12 assets in trust, or by the Trust -- the 1982 Trust to
13 hold those assets in trust for various reasons. So
14 that is the only part that we have traced. So we
15 haven't traced anything outside of the creation of the
16 Trust or the settlement of the Trust.

17 Q So I guess what I am trying to get a sense of,
18 Mr. Bujold, and it may just be that I haven't tracked
19 it down in the documents, but if we take a look at --
20 let's first look at Exhibit B of your September 12th,
21 2011 Affidavit?

22 A M-hm.

23 Q And Exhibit A, of course, is the 1982 Declaration of
24 Trust.

25 A Yes.

26 Q So both of those documents refer to certain assets
27 being put in to the Trust?

1 A Yes.

2 Q And I am looking right now at the meeting of the
3 trustees and settlers of the Sawridge Band Trust, June
4 1982. Have you located a document that lists
5 specifically what the certain assets were intended to
6 be, or is it that you tracked back to figure out what
7 was actually in the 1982 Trust?

8 A Yeah, in Attachment D.

9 Q So Exhibit D, this is the 1983 agreement?

10 A So the 1983 agreement, which is a restatement of the
11 '82 agreement basically, does have a list of assets.
12 And we have tried, you know, using this list, this is
13 the assets that were held in trust and were held by the
14 Trust and were part of the holding company. So part of
15 this list of assets -- or this list of assets that is
16 here is what we understand was transferred in.

17 Q Okay.

18 A But --

19 Q I am sorry, I'm going to interrupt to sort of break up
20 my questions a bit. So you are telling me that the
21 assets that are listed in Exhibit D --

22 A Right.

23 Q -- you have been able to determine that those assets,
24 they all went in to the '82 Trust?

25 A Yes.

26 Q And all of them ultimately went into the '85 Trust?

27 A The '85 Trust.

1 court order entered June 17th, 2003, but it looks as
2 though Exhibit C is actually a 1983 document. I just
3 wanted to be sure that we were both of the same
4 understanding about that. I think that there is just a
5 typographical error in your Affidavit. I just wanted
6 to confirm.

7 A Where is the typographical?

8 Q Paragraph 11 of your Affidavit says the '82 Trust was
9 varied by court order entered on June 17th, 2003 to
10 stagger the terms. When I turn to your Exhibit C,
11 which is the court order, it says 1983. I just wanted
12 to be sure that there is not some other court order
13 that varies the Trust.

14 A Oh, oh, oh, I see. No, it is the one.

15 Q So the 1983 court order at Exhibit C is the only order
16 that you are aware of that varies the terms of the '82
17 Trust before it was wrapped up?

18 A Yes.

19 Q Okay. Thank you. Now turning to paragraph 15 and then
20 18 of your September 12th, 2011 Affidavit, Mr. Bujold.
21 The last sentence of paragraph 15 and then paragraph
22 18, I read those as your understanding to some degree
23 of the purpose of the '85 Trust?

24 A Yes.

25 Q What were you basing your understanding on, other than
26 just the text of the Trust deed itself, or the Trust
27 declaration, if anything?

1 written material, is there any intention at the moment
2 that new 1985 beneficiaries would get different
3 programs and services, or a different distribution than
4 old 1985 Trust beneficiaries, the long-standing ones?

5 A No.

6 Q Okay.

7 A The discussion that the trustees had was that everybody
8 would have as equal a benefit as they could possibly
9 get. The reason for wanting to have access to
10 distribute '85 Trust funds is that all of the benefits
11 at this point are being paid out of the '86 Trust.

12 Q Okay.

13 A And that in the long-term will deplete the resources of
14 the '86 Trust if the '85 Trust can never be accessed.
15 So if there are some beneficiaries whose benefits could
16 be split 50/50 between the two Trusts, it would be more
17 advantageous than to have them all coming out of the
18 '86 Trust. That is where the distribution is. So
19 there is not going to be like a windfall coming out of
20 the '86 Trust -- or the '85 Trust, rather, it is we
21 want to equalize between the two Trusts, or we want to
22 be able to use the full resource of the Trusts to
23 provide for the beneficiaries.

24 Q Okay. So going to the next paragraph of Exhibit D, the
25 paragraph that starts "Another factor the trustees may
26 consider".

27 A Are we on the letter?

1 your accountant? Was there some --

2 A I can't recall that we did get like a detailed
3 breakdown, an estimating cost. We were just told that
4 it would be very expensive with the capital gains tax
5 that we would have to pay in the transfer, the cost of
6 transferring and the taxes and the reorg, the corporate
7 reorganization that would be required as a result of
8 that would be very expensive.

9 Q I think what I will do, Mr. Bujold, is ask you to
10 review your records and to the extent that you got
11 non-privileged documentation that relates to the
12 statements in paragraph 28, if you could undertake to
13 provide me with copies, please.

14 UNDERTAKING NO. 40:

15 RE PRODUCE ANY NONPRIVILEGED

16 DOCUMENTATION RECEIVED RELATING TO THE
17 STATEMENTS IN PARAGRAPH 28 OF MR.

18 BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.

19 Q MS. HUTCHISON: Now if I understand the situation
20 correctly, Mr. Bujold, since the transfer of assets
21 from the 1982 Trust to the 1985 Trust there have not
22 actually been any -- there has been no distribution or
23 benefit to any beneficiaries from the '85 Trust?

24 A No.

25 Q So there would be operating costs and expenses, assets
26 being sold with funds going back into the corpus of the
27 Trust, but no actual distribution of the assets?

1 A None to beneficiaries, no.

2 Q To anyone?

3 A To anyone, sorry.

4 Q Okay. Just so I am clear. Mr. Bujold, in response to
5 one of the informal information requests I had made to
6 your counsel we received a copy of the Sawridge Indian
7 Band membership application form, a flow chart for the
8 membership application process, and a document titled
9 Membership Application Process, as well as a document
10 entitled Sawridge Membership Rules.

11 I am going to start with the Sawridge Membership
12 Rules. Have you seen those rules before?

13 A Yes, I have.

14 Q As far as you are aware have they remained unamended
15 since they were first passed in 1985, or have they
16 changed?

17 A There has been some amendments. I don't have a copy in
18 front of me, but I think there have been some
19 amendments.

20 Q So I will just ask you to deal with this question by
21 undertaking, then. If you could undertake to try and
22 locate for us the original version of the Sawridge
23 membership rules and then any interim versions of those
24 rules?

25 MS. BONORA: We will take that under advisement.

26 UNDERTAKING NO. 41: (UNDER ADVISEMENT)

27 RE PRODUCE THE ORIGINAL VERSION OF THE

TAB L

COURT FILE NUMBER 1103 14112

COURT: COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE: EDMONTON

IN THE MATTER OF THE *TRUSTEE*
ACT, RSA 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 SAWRIDGE FIRST
NATION ON APRIL 15, 1985 (the "1985
Sawridge Trust")

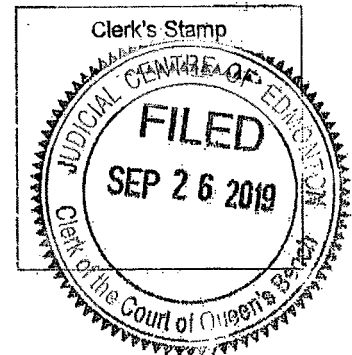
APPLICANTS: ROLAND TWINN, MARGARET
WARD, TRACEY SCARLETT,
EVERETT JUSTIN TWINN AND
DAVID MAJESKI, as Trustees for the
1985 Sawridge Trust ("Sawridge
Trustees")

DOCUMENT

AFFIDAVIT OF DARCY TWIN

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Parlee McLaws LLP
Barristers and Solicitors
1700 Enbridge Centre
10175-101 Street
Edmonton, AB T5J 0H3
Attention: Edward H. Molstad, Q.C.
Telephone: 780-423-8503
Facsimile: 780-423-2870
File No.: 64203-7/EHM



AFFIDAVIT OF DARCY TWIN

Sworn on September 24, 2019

I, DARCY TWIN, of the Sawridge Indian Reserve 150G, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I have been a member of the Sawridge First Nation ("Sawridge") since my birth on August 9, 1977, I have been a Councillor of Sawridge since February 2015, I am a Trustee of the Sawridge Band Trust settled on April 15, 1982 (the "1982 Trust"), I am a beneficiary of the 1982 Trust, and my father, Chester Twin, was a Trustee of the Sawridge Inter Vivos Settlement (the "1985 Trust") from December 18, 1986 to January 22, 1996. As such, I have personal knowledge of the matters set out in this affidavit except where stated to be based upon information and belief, in which case I do verily believe the same to be true.

Sawridge First Nation and Chief and Council

2. Sawridge currently has 45 members, one of whom is a minor. These members are, by definition, the only beneficiaries of the 1982 Trust.
3. There are currently three members of Sawridge Chief and Council: Chief Roland Twinn, Councillor Gina Donald, and me. As duly elected Chief and Council, we represent the members of Sawridge.
4. Roland Twinn, who is also a Trustee of the Sawridge Band Inter Vivos Settlement (the "1985 Trust"), has abstained from involvement in this intervention application on behalf of Sawridge.

The Sawridge Band Trust settled on April 15, 1982 (the "1982 Trust")

5. I am informed by my review of Declaration of Trust for the 1982 Trust, a copy of which is attached hereto and marked as **Exhibit "A"** to this my affidavit, that the beneficiaries of the 1982 Trust are all present and future members of Sawridge and that the Trustees of the 1982 Trust are Chief and Council of Sawridge.
6. The Trustees of the 1982 Trust are, by definition, the current elected Chief and Council of Sawridge, being Chief Roland Twinn, Councillor Gina Donald, and me.

Source of Funds to Purchase the Trust Assets and Purpose of the Trusts

7. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of certain portions of the transcript of the testimony of Chief Walter Patrick Twinn in the first trial of Sawridge's constitutional challenge to Bill C-31, copies of which are attached hereto as **Exhibit "B"** to this my affidavit, and do verily believe the following:

- a. When Walter Patrick Twinn became Chief of the Sawridge in 1966, Sawridge did not have any businesses (p 3418).
 - b. Sawridge's goal was to save as much as possible and use the capital and revenue funds to become totally self-supporting one day. (pp 3885-3887)
 - c. Sawridge was concerned that Bill C-31 would result in automatic reinstatement of a large group to membership in Sawridge. (p 3761)
 - d. The 1985 Trust was created two days before Bill C-31 was enacted, in anticipation of the passage of Bill C-31, and with the objectives that the beneficiaries of the 1985 Trust would be people who were considered Sawridge members before the passage of Bill C-31, that the people who might become Sawridge members under Bill C-31 would be excluded as beneficiaries for a short time until Sawridge could see what Bill C-31 would bring about. The people who might become Sawridge members under Bill C-31 would be excluded as beneficiaries. (pp 3906-3909)
 - e. Ultimately, the intention was that the assets from the 1985 Trust would be placed in the 1986 Trust. (pp 3948-3949)
 - f. The primary source of income for Sawridge originated with the discovery of oil on the Sawridge reserve lands. The royalty monies resulting from the sale of oil and gas were received and held in Sawridge's capital account in accordance with the *Indian Act*, RSC 1970, c I-6. The Sawridge capital moneys were expended with the authority and direction of the Minister and the consent of the Council of Sawridge. The Sawridge capital moneys were used for economic development, specifically to invest in various companies carrying on business under the Sawridge name, and were placed in the Sawridge Trusts. (pp 3953-3957, 4004-4005)
8. In a letter dated December 23, 1993, a copy of which is attached hereto and marked as **Exhibit "C"** to this my affidavit, the Assistant Deputy Minister, Lands and Trust Services, Indian & Northern Affairs Canada, stated that the 1985 Trust held substantial sums which, to a large extent, had been derived from Sawridge capital and revenue moneys previously released by the Minister and that such moneys were expended pursuant to sections 64 and 66 of the *Indian Act*, for the benefit of the members of Sawridge.

The Jurisdiction Applications in the within Action

9. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of the attached Exhibit "D" and do verily believe, that on August 24, 2016, the Honourable Mr. Justice D.R.G. Thomas granted a Consent Order (the "August 24, 2016 Consent Order") in the within Action approving the transfer of assets which occurred in 1985 from the

1982 Trust to the 1985 Trust *nunc pro tunc*. Attached hereto and marked as **Exhibit "D"** to this my affidavit is a copy of the August 24, 2016 Consent Order.


10. I am informed by our counsel, Edward H. Molstad, Q.C. and do verily believe, that counsel for Sawridge was in attendance at the August 24, 2016 hearing to speak to a Rule 5.13 Application brought by the Office of the Public Trustee and Guardian of Alberta for document production from Sawridge and, although the Court asked if counsel for Sarwridge had anything to say with regard to the August 24, 2016 Consent Order, Sawridge was not a party to the Consent Order and its counsel declined to make submissions on its behalf in relation to the Consent Order.
11. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of the attached Exhibits "D", "E", "F" and "G", and do verily believe, that prior to and during the case management hearing in the within action on April 25, 2019 and again during the case management hearing on September 4, 2019, the Honourable Mr. Justice J.T. Henderson raised concerns about the August 24, 2016 Consent Order, and whether the trust assets transferred from the 1982 Trust are held pursuant to the terms of the 1982 Trust or the 1985 Trust. Attached hereto and marked as **Exhibit "E"** to this my affidavit is a copy of the April 25, 2019 email from the Honourable Mr. Justice J.T. Henderson. Attached hereto and marked as **Exhibit "F"** to this my affidavit is a copy of the transcript from the April 25, 2019 proceeding. Attached hereto and marked as **Exhibit "G"** to this my affidavit is a copy of the transcript from the September 4, 2019 proceeding.
12. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of the attached Exhibits "E", "F" and "G", and do verily believe that the Honourable Mr. Justice J.T. Henderson directed the filing of an application seeking a determination of the effect of the August 24, 2016 Consent Order, returnable November 27, 2019.
13. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of the attached Exhibit "H", and do verily believe, that on September 13, 2019, the Trustees of the 1985 Trust filed and served on him an application requesting a determination of the transfer of asset issue raised by the Honourable Mr. Justice J.T. Henderson, and the effect of the August 24, 2016 Consent Order, and a copy of the filed application is attached hereto as **Exhibit "H"** to this my affidavit.
14. I am informed by our counsel, Edward H. Molstad, Q.C. and by my review of the attached Exhibits "H" and "I" and do verily believe, that Sawridge, if granted status to intervene in the hearing on the Jurisdictional Question ordered by the Honourable Mr. Justice J.T. Henderson pursuant to a Consent Order on December 18, 2018 and in the application filed by the Trustees of the 1985 Sawridge Trust on September 13, 2019 (collectively, the "Jurisdiction Applications"), would be the only participant that represents all members of Sawridge to the exclusion of other persons. Attached hereto and marked as **Exhibit "I"** to this my affidavit is a copy of the December 18, 2018 Consent Order.

15. Sawridge would be specially effected by the outcome of the Jurisdiction Applications as its members are the beneficiaries of the 1982 Trust, Sawridge Chief and Council are the Trustees of the 1982 Trust, and the source of funds used to purchase the assets held in the 1982 Trust are capital and/or revenue expenditures made pursuant to sections 64 and 66 of the *Indian Act*, which must only be used for the benefit of the members of Sawridge.
16. Sawridge has a unique perspective and insight concerning the issues raised by the Jurisdiction Applications, as the interests of the Trustees and the beneficiaries of the 1982 Trust are not currently represented by the parties to the within Action.

Purpose of this Affidavit


17. I swear this affidavit in support of an application for an Order, pursuant to Rule 2.10 of the *Alberta Rules of Court*, Alta Reg 124/2010, granting Sawridge status to intervene in the Jurisdiction Applications, copies of which are attached hereto and marked as Exhibits "H" and "I" to this my affidavit.

SWORN BEFORE ME at the Town of Slave)
 Lake, in the Province of Alberta, this 24th day)
 of September, 2019,)



 A Commissioner for Oaths in and for the)
 Province of Alberta)

MICHAEL R. McKINNEY Q.C.
BARRISTER & SOLICITOR



DARCY TWIN

TAB M

This is Exhibit " A " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta
MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

DECLARATION OF TRUST

SAWRIDGE INDIAN TRUST

This Declaration of Trust made the 15th day of April, A.D.
1982.

BETWEEN:

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,
WALTER FELIX TWINN and GEORGE TWINN
Chief and Councillors of the
Sawridge Indian Band No. 19 N.S.B. respectively

(hereinafter collectively called the "Trustees")

of the Second Part

AND WITNESSES THAT:

Whereas the Settlor is Chief of the Sawridge Indian Band No. 19,
and in that capacity has taken title to certain properties on trust for the
present and future members of the Sawridge Indian Band No. 19 (herein
called the "Band"); and,

Whereas it is desirable to provide greater detail for both the
terms of the trust and the administration thereof; and,

Whereas it is likely that further assets will be acquired on trust for the present and future members of the Band, and it is desirable that the same trust apply to all such assets;

NOW, therefore, in consideration of the premises and mutual promises contained herein, the Settlor and each of the Trustees do hereby covenant and agree as follows:

1. The Settlor and Trustees hereby establish a Trust Fund, which the Trustees shall administer in accordance with the terms of this Agreement.
2. Wherever the term "Trust Fund" is used in this Agreement, it shall mean: a) the property or sums of money paid, transferred or conveyed to the Trustees or otherwise acquired by the Trustees including properties substituted therefor and b) all income received and capital gains made thereon, less c) all expenses incurred and capital losses sustained thereon and less d) distributions properly made therefrom by the Trustees.
3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Agreement. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein.
4. The name of the Trust Fund shall be "The Sawridge Band 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 of the Trust Fund shall be the Chief and Councillors of the Band, for the time being, as duly elected pursuant to Sections 74

through 80 inclusive of the Indian Act, R.S.C. 1970, c. 1-6, as amended from time to time. Upon ceasing to be an elected Chief or Councillor as aforesaid, a Trustee shall ipso facto cease to be a Trustee hereunder; and shall automatically be replaced by the member of the Band who is elected in his stead and place. In the event that an elected Chief or Councillor refuses to accept the terms of this trust and to act as a Trustee hereunder, the remaining Trustees shall appoint a person registered under the Indian Act as a replacement for the said recusant Chief or Councillor, which replacement shall serve for the remainder of the term of the recusant Chief or Councillors. In the event that the number of elected Councillors is increased, the number of Trustees shall also be increased, it being the intention that the Chief and all Councillors should be Trustees. In the event that there are no Trustees able to act, any person interested in the Trust may apply to a Judge of the Court of Queen's Bench of Alberta who is hereby empowered to appoint one or more Trustees, who shall be a member of the Band.

6. The Trustees shall hold the Trust Fund for the benefit of all members, present and future, of the Band; provided, however, that at the end of twenty one (21) years after the death of the last descendant now living of the original signators of Treaty Number 8 who at the date hereof are registered Indians, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among all members of the Band 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; and provided further that the Trustees shall exclude any member of the Band who transfers to another Indian Band, or has become enfranchised (within the meaning of these terms in the Indian Act).

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 the beneficiaries set out above; and the Trustees may make such payments at such time, and from time to time, and in such manner 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 investment authorized for Trustees' investments by The Trustees' Act, being Chapter 373 of the Revised Statutes of Alberta 1970, 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 or the Quebec Savings Bank Act applies.

8. The Trustees are authorized and empowered to do all acts necessary or desirable to give effect to the trust purposes set out above.

and to discharge their obligations thereunder other than acts done or omitted to be done by them in bad faith or in gross negligence, including, without limiting 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, 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 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 Agreement 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 with notice of and subject to this clause.

12. A majority of the Trustees shall be required for any action taken on behalf of the Trust. In the event that there is a tie vote of the Trustees voting, the Chief shall have a second and casting vote.

Each of the Trustees, by joining in the execution of this Trust Agreement, signifies his acceptance of the Trust herein. Any Chief or Councillor or any other person who becomes a Trustee under paragraph 5 above shall signify his acceptance of the Trust herein by executing this Trust Agreement or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Trust Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Trust Agreement.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Walter J. P. 2
NAME

1100 One Thornton Court
ADDRESS

A. Settlor: Walter P. 2

Walter J. P. 2
NAME

1100 One Thornton Court
ADDRESS

B. Trustees: 1. Walter P. 2

Walter J. J. J.
NAME

1100 One Hunter Court.
ADDRESS

Walter J. J. J.
NAME

1100 One Hunter Court
ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

2. W. J. J.

3. Walter F. J. J.

4. _____

5. _____

6. _____

7. _____

8. _____

EXHIBIT "B"

TAB N

03324:01 IN THE FEDERAL COURT OF CANADA TRIAL DIVISION

02 Court File No. T-66-86

03 BETWEEN:

04 WALTER PATRICK TWINN, suing on his own behalf and on
05 behalf of all other members of the Sawridge Band,
06 WAYNE ROAN, suing on his own behalf and on behalf of
07 all other members of the Ermineskin Band,
08 BRUCE STARLIGHT, suing on his own behalf and on behalf
09 of all other members of the Sarcee Band

10 Plaintiffs,

11 -and-

12 HER MAJESTY THE QUEEN

13 Defendant

14 -and-

15 NATIVE COUNCIL OF CANADA, NATIVE COUNCIL OF CANADA
16 (ALBERTA), AND NON-STATUS INDIAN ASSOCIATION OF

ALBERTA

17 Interveners

18

19 PROCEEDINGS

20 October 26, 1993

21 Volume 22

22 Held at the Federal Court of Canada

23 Edmonton, Alberta

24 Pages 3324 to 3551

25

26 Taken before: The Honourable Mr. Justice F. Muldoon

03325:01 APPEARANCES

02 M. Henderson, Esq. For the Plaintiffs

03 C. M. Twinn, Ms.

04 P. Healey, Esq.

05 D. D. Akman, Esq. For the Defendant

06 E. Meehan, Esq. Intervener for the
07 Native Council of Canada

08

09 P. J. Faulds, Esq. Intervener for the Native

10 T. K. O'Reilly, Esq. Council of Canada (Alberta)

11

12 T. P. Glancy, Esq. Intervener for the
13 Non-Status Indian
14 Association of Alberta

15

16

17

18 June Rossetto Court Registrar

19

This is Exhibit " B " referred to
in the Affidavit of

DARCY TWINN

Sworn before me this 24TH day
of SEPTEMBER 20, 19

A Commissioner for Oaths in and for Alberta

MICHAEL R. McKINNEY Q.C.
BARRISTER & SOLICITOR

20 Sandra Germau, CSR(A), RPR Court Reporter

21

22

* * * * *

23

24

25

26

03326:01

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09

10

- questioned by the Registrar

3379

11

- examined in chief by Mr. Henderson

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- cross-examined by Mr. Akman

3484

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Certificate of Transcript

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* * * * *

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03327:01

THE REGISTRAR:

This Court is now resumed.

02

MR. HENDERSON:

My Lord, sorry, counsel had asked

03

for a bit more time and that's why we're late this

04

morning. I think Mr. Meehan and/or Mr. Glancy may want

05

to address the Court about the comments yesterday.

06

THE COURT:

Yes. Thank you.

07

MR. MEEHAN:

Good morning, Your Lordship.

08

Mr. Henderson and other counsel had a brief discussion

09

prior to court this morning, and there was a few

10

matters that we would wish to bring to the Court's

11

attention for your consideration.

12

THE COURT:

Yes.

13

MR. MEEHAN:

Yes, until yesterday, Your

19 have been entered into the band lists. They all will be
20 entered into the band lists.
21 Q These are children born to members who were members
22 before 1985?
23 A That's right.
24 Q And those children will all ultimately be entered on
25 the band lists as members?
26 A That's automatic.
03418:01 Q And in some cases that hasn't happened yet?
02 A It hasn't happened yet. For no real reason. Difficulty
03 the membership codes probably, whatever. We've got a
04 legal opinion. You can't just do that. You have to do
05 it in order that everyone has to apply which is not
06 automatic.
07 Q So the parents of the children would ask you to enter
08 the child and you would simply do that?
09 A They shouldn't have to ask, but that's when it comes.
10 It's not -- it hadn't been relevant unless they're
11 infants. Not that they would lose anything.
12 Q Now when you became chief in 1966, did Sawridge have
13 any businesses?
14 A No.
15 Q Now, you were a member of the Sawridge band in 1967. In
16 fact you were chief in 1967 and had been for one year
17 at that time. Now if you had voluntarily enfranchised
18 in 1967, how much money would you have received as your
19 per capita share in 1967?
20 A No more than \$1200 I believe.
21 Q And how do you know that?
22 A I believe we had about -- if I recall when I was chief
23 we had \$40,000 in the capital fund I believe. That's
24 the figure I can remember. And others later on had
25 voluntary -- or enfranchised either by marriage,
26 whatever. That was about the figure I believe. It's
03419:01 never -- the figure was never -- it's difficult.
02 Sometimes it would take us six months to get an
03 accounting of what was in the capital revenue funds.
04 Q But the overall account in 1967 was --
05 A Was about 40,000.
06 Q \$40,000?
07 A I'm not saying it's exact. It's about \$40,000.
08 Q So if there were 30 members, say, they would each get
09 1/30th of \$40,000.
10 A Yes, there was 38 members at '85.
11 Q I'm just asking a hypothetical question.
12 A Yes, right. About 1200 I said. No more.

25 back.

26 I'm looking at page 2 there on the

03761:01 left-hand side paragraph 5. And just directing your

02 attention to the first paragraph, I gather that treaty

03 8 and Sawridge welcomed the removal of discrimination

04 on the grounds of sex and welcomed the increase in

05 Indian control of band membership which Bill C-31

06 provided?

07 A Yes, to some extent.

08 Q Yes. Okay. And I gather that the reservation or the

09 concern that you had related to the fact that in return

10 for getting those things, Bill C-31 said that there was

11 a group of people whom you would have to accept back

12 into membership, and that was what you were concerned

13 about?

14 A Automatic reinstatement of a large group is what we

15 were --

16 Q Exactly. Okay.

17 A Yeah.

18 Q There's been a lot of discussion about who is

19 automatically reinstated under Bill C-31. I would like

20 you to turn to page 11, paragraph number 22.

21 At the time this brief was made,

22 the treaty 8 bands and the Sawridge band understood

23 that Bill C-31 did not reinstate first generation

24 descendants of people who had lost their status under

25 the act. You understood that the bill did not reinstate

26 children? Is that correct?

03762:01 A I don't want to be on a document committed to a

02 document that -- on a proposal.

03 Q No, I'm just saying that at the time that this document

04 was prepared based on whatever form the bill was --

05 whatever stage the bill was at then, you and your

06 professional advisors understood that bill did not

07 reinstate the first generation descendants or the

08 children of the people who had lost their status? That

09 was understood at that time?

10 A At that time, that was the negotiating that took place.

11 Q Sure. Okay. And that was -- how you understood the bill

12 was at that time?

13 A The bill kept changing from time to time. One day we

14 would come home and they had -- there was another

15 category. There was all sorts of pressures.

16 Q Well, Chief Twinn, in any event, we'll just deal with

17 what you understood at the time of this particular

18 brief.

21 business activity? That is what makes it distinct?

22 A That's right.

23 Q The Sawridge Band is essentially a business entity?

24 A The Sawridge Band is a group of people, a band, that we
 25 use this for a common purpose. We believe that we have
 26 to be strong financially.

03884:01 To do that, there's a lot of things
 02 that people must be. It is not wrong for other people to
 03 be strong and to be financially strong. All of the other
 04 things that make society run, I guess we try to keep
 05 up -- not keep up, but try to come to a level, if
 06 possible.

07 This Country provides -- in
 08 democracy and in free enterprise system, which I believe
 09 very much -- opportunities for everyone to earn a living,
 10 whatever. And that is the objective for us, is to
 11 struggle.

12 Q Of course.

13 A I don't know what . . .

14 Q Of course. And what I'm saying is that when you talk
 15 about the Sawridge Band and your concern for its future,
 16 what you're really concerned about is the future of the
 17 business activities of the Sawridge Band.

18 A If we were told initially by the oil companies an
 19 estimate that the oil reserves would only be 20 years,
 20 we've went that 20 years -- there is someone
 21 speculating -- speculating -- it's going to be 30 years.
 22 But it is our job that they don't diminish -- 15 million
 23 hasn't -- it's been growing.

24 When we hold in common, the band --
 25 and it goes for all bands, I think, in Canada, that these
 26 assets -- I think I may be repeating myself. I'm

03885:01 sorry, but we cannot will our share. We do not -- a
 02 child does not inherit. It's all in common.

03 It is our belief and it is our --
 04 Sawridge -- that those lands that -- left to us by
 05 someone else, those people that refuse to volunteer
 06 enfranchise went through the hardships.

07 Like I said earlier, the band
 08 council before me would not allow all the timber to be
 09 cut all at once, as some people like to see. So . . .

10 Q Yes?

11 A So, in that respect, we try to save as much as possible,
 12 all the capital funds, the revenue funds that are there,
 13 and hopefully some day we can be totally
 14 self-supporting. That is the goal.

15 But, as you know, if you're an
16 Albertan, Alberta Heritage Trust Fund had about
17 \$12 billion, and it wasn't very long ago it went down.
18 Whether the membership is large or
19 it's small, it's just as dangerous when it's political.
20 So, you know, I guess that is my
21 explanation for how we do things. No one is suffering, I
22 don't believe. If any of these individual members or
23 anyone -- I guess they could be middle income with very
24 slight effort.

25 Q My point, Chief Twinn, was simply that what you're
26 concerned about -- and perhaps what you've been doing is
03886:01 just confirming this for me -- what you're concerned
02 about is the future of the band's business activities.

03 A That's not what I said. I guess I'm not getting clear.
04 I'm saying to you that we're trying
05 to be self-supporting. And to keep using money -- I
06 think I have tried to say to you -- Alberta Heritage
07 Trust Fund had a lot of money. They're broke today.
08 It's dangerous, that competitive world. If Alberta has
09 some more problems or if Canada has problems, what do
10 these figures mean? What could they mean? Canadian
11 dollar drops, anything could happen.

12 But we, as people, like yourselves,
13 are trying to survive, and if we don't survive --
14 Sawridge does not survive in a healthy position and
15 somewhat -- a band that's got credibility -- do we
16 discredit all the Indian people in Canada?

17 You know, that is the reasoning. I
18 don't know what you -- how do you want me to explain it?
19 Just to make money, just businesses. The businesses are
20 a form of survival that is social -- that is a social
21 development also, that restores pride. Unless we're
22 self-supporting -- that is the only way we can walk tall
23 and proud.

24 So I don't know what else you want,
25 why you keep insinuating Sawridge is only interested in
26 businesses. We have to -- you know, if other people have
03887:01 opportunities, we'd be a bunch of lazy bums if we did not
02 utilize it properly and for the future, so . . .

03 Q Chief Twinn, I'm not suggesting that there is anything
04 wrong with being interested in business.

05 The reason that I'm suggesting that
06 the Sawridge's main concern is its position in the
07 business world is a letter that you wrote which appears
08 in your own documents. And I'd ask you to look at

09 Exhibit 26, Document Number 913.

10 THE COURT: 913, Mr. Faulds?

11 MR. FAULDS: 913, My Lord.

12 Q MR. FAULDS: It's a letter dated

13 November the 2nd of 1987, directed to the Right

14 Honourable Brian Mulroney, then-Prime Minister of

15 Canada. And that was signed by yourself, Chief Twinn?

16 A Mm-hmm.

17 Q And what I'd ask you to do is look at that letter and in

18 particular look at the second last paragraph.

19 MR. HENDERSON: I'm sorry. The Senator is talking

20 to me, but I don't think he remembers he has to talk out

21 loud, just to remind him of that.

22 THE COURT: Thank you for that disclosure,

23 Mr. Henderson.

24 A Okay, I read it.

25 Q MR. FAULDS: If you look at the second last

26 paragraph of that letter, Chief Twinn, in that letter,

03888:01 you say,

02 "The Sawridge Indian Band is in business and

03 cannot afford to be jeopardizing its position

04 in the business world, nor the security of its

05 four hundred (400), plus employees by

06 expending huge sums of money and time

07 stick-handling through the Justice

08 Department's delay tactics."

09 So I take it that the principal

10 activity of the Sawridge Band as a band is business.

11 A In order to survive, probably so. But that only confirms

12 what I have said, I think, earlier.

13 Q And that's really what this case is about. It's not

14 about native rights or culture or tradition or anything

15 like that; it's about the Sawridge Indian Band's

16 business?

17 A Well, I'd beg to differ.

18 MR. FAULDS: My Lord?

19 THE COURT: Yes?

20 MR. FAULDS: Mr. Henderson has passed me a note

21 to indicate that he has available some of the documents

22 that he had said that he would look for and that seem to

23 be relevant to this particular area of the

24 cross-examination. And I wonder if maybe we could have a

25 break at this point so that we could look at them. It's

26 a little bit early, but . . .

03889:01 THE COURT: All right. I have some questions

02 of Chief Twinn, and I want to pose them while you all

03905:01 documents relating to the trust arrangements involving
02 assets belonging to the members of the band. These are
03 the documents containing those trust arrangements that
04 you know of?
05 A That's what I know of; right.
06 Q Okay. We've had the assistance of your counsel in
07 tracking down all of the relevant documents, and this is
08 what has been located.
09 MR. HENDERSON: My Lord, I tracked the documents
10 down, and the Senator wasn't involved in the process at
11 all, and I've not discussed the contents of the documents
12 with him because I was worried about -- because the
13 subject has already gone into. So it was me that did it,
14 not the Senator, just so it's clear.
15 MR. FAULDS: Quite properly so.
16 Q MR. FAULDS: The search has been carried out by
17 legal counsel on your behalf?
18 A That's right.
19 Q Now, I'd like to refer you, Chief Twinn, if I could, to
20 Document 92(E), Exhibit 92(E).
21 THE COURT: B as in "baker"?
22 MR. FAULDS: E as in "Edward," My Lord. I'm
23 sorry.
24 THE COURT: Oh. Thank you.
25 MR. HENDERSON: I might say that the Senator hasn't
26 read these before they were produced, at least not in the
03906:01 last couple days, so . . .
02 THE COURT: Yes.
03 MR. FAULDS: Well, then we'll see how we do.
04 Q MR. FAULDS: This is a declaration of trust that
05 is dated the 15th of April, 1985. Correct?
06 A That's right.
07 Q And, as I think you're aware, that would be two days
08 before the effective date of Bill C-31. Bill C-31 became
09 effective as of April the 17th, 1985.
10 A That's right.
11 Q Do you recall that this declaration of trust document was
12 created in anticipation of the passage of Bill C-31 and
13 its coming into effect?
14 A That's right.
15 Q And the parties to this document are yourself -- you are
16 called the settlor, if you look at the top of the first
17 page. Correct?
18 A Right.
19 Q And you are the settlor as an individual, not as a
20 trustee on anybody's behalf, according to that

21 description?

22 A That's right.

23 Q And the beneficiaries of the trust are described on

24 page 2 of that document, and I'd ask you to look at the

25 definition there.

26 A Page . . .

03907:01 Q I'm sorry. Page 2, and it's paragraph 2(a) at the

02 bottom. And maybe what I could ask you to do,

03 Chief Twinn, is just read through that definition of

04 "beneficiaries." And it actually goes on to page 4.

05 A How far do you want me to go?

06 Q If you could finish where the definition of "trust fund"

07 starts. That would be the top of page 4.

08 Have you had a chance to look that

09 over?

10 A Yeah.

11 Q As I understand it, the people who are beneficiaries

12 under this settlement are people who would be considered

13 members of the Sawridge Band under the Indian Act as it

14 was in April of 1982.

15 Is that your understanding, too?

16 A That's right. '82?

17 Q I think they say -- the date is April -- I don't know

18 what the significance of it is, but if you look at the

19 top of page 3 --

20 A I just don't know why it wouldn't be '85. That's all.

21 That's fine. It's a legal document, so . . .

22 Q Sure. But, in any event, what it meant was that the

23 people who would be beneficiaries would be people who

24 would be considered members of the band before the

25 passage of Bill C-31?

26 A That's right.

03908:01 Q The object of that was to exclude people who might become

02 members of the Sawridge Band under Bill C-31 as

03 beneficiaries?

04 A Yes, to a certain extent, yeah.

05 Q Was it the intention that all of the assets of the band

06 would be covered by that agreement or only some?

07 A I believe all assets that are -- not including -- I'm

08 going to repeat -- I believe not including the capital --

09 the funds that are held in Ottawa.

10 Q So all assets other than that capital fund in Ottawa was

11 to be covered by this trust agreement?

12 A Mm-hmm, or whatever the documents are in there.

13 I can't . . .

14 Q But I just want to know, when this agreement was being

15 prepared, what your objective was. And your first
 16 objective was that people who might become band members
 17 under Bill C-31 wouldn't be beneficiaries?

18 A Mm-hmm.

19 Q That's correct? That was Objective Number 1?

20 A Right.

21 Q And Objective Number 2 was that the trust would cover all
 22 of the assets of the Sawridge Band that were under the
 23 Sawridge Band's control?

24 A Yes. What's on there, I believe. I don't want to be
 25 saying something that --

26 Q I'm not trying to trick you. I'm wondering if that's
 03909:01 what your objective was.

02 A That's the objective of those.

03 Q Sure. So that even if people under the bill became
 04 members of the band, they would be excluded from sharing
 05 in the assets of the band?

06 A For -- especially a short purpose, right, for a short
 07 while there.

08 Q Until you changed the trust agreement?

09 A We didn't know what the Bill C-31 was going to bring
 10 about.

11 Q So you tried to create a trust arrangement that would
 12 prevent Bill C-31 members from having any share in the
 13 band's assets?

14 A That's right, on this one, yeah.

15 Q Okay. Now, as far as whether or not -- it's a legal
 16 question, I suppose, whether or not you succeed in doing
 17 what you're trying to do. You hire lawyers to try and do
 18 things for you, and sometimes they do it, and sometimes
 19 they don't. You recognize that?

20 A I'm not saying the lawyers -- what they try to do or not.
 21 But the document, you know -- I need professional help
 22 for documents.

23 MR. HENDERSON: My Lord, just so it's clear on the
 24 record -- I want to make sure it is. Because the Senator
 25 has not had a chance to read through all of these
 26 documents, I've been giving history to my friend.

03910:01 There's an '86 version of the same
 02 trust where the definition of "beneficiary" would include
 03 anyone, from time to time, becoming a member under the
 04 Indian Act or otherwise. And that deals with the
 05 circumstance where the bill is now law, and you have to
 06 deal with people on that basis.
 07 So just so it's not misleading,
 08 there's a time period for each of these things.

16 June Rossetto Court Registrar
17 M. Andruniak, CSR(A) Court Reporter

18
19 * * * * *

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03948:01 (PROCEEDINGS RESUMED AT 9:05 A.M.)

02 MR. HENDERSON: My Lord, I'm going to ask for your
03 consent to excuse my friends. I've got them chugging
04 through the documents again today.
05 THE COURT: That's reasonable, Mr. Henderson.
06 Yes. Thank you.
07 MR. FAULDS: And with respect to Mr. Glancy,
08 My Lord, I believe Mr. Meehan is going to . . .
09 MR. MEEHAN: With your permission, My Lord, may

10 I act as agent for Mr. Glancy?
11 THE COURT: Of course. With his consent, of
12 course.
13 MR. MEEHAN: With his consent.
14 MR. FAULDS: And at his request.
15 THE COURT: Mr. Faulds?
16 MR. FAULDS: Thank you, My Lord.
17 MR. TWINN CROSS-EXAMINED FURTHER BY MR. FAULDS:
18 Q Chief Twinn, when we broke at the end of yesterday, you
19 had in front of you two documents. They were
20 Exhibits 92(E), and I believe it was 92(G).
21 THE COURT: G and E?
22 MR. FAULDS: E and G.
23 Q MR. FAULDS: Now, Chief Twinn, just to keep
24 things straight, 92(E), I understand, is -- I'll call it
25 the 1985 trust which did not include the Bill C-31 people
26 as beneficiaries, and 92(G) is the 1986 trust which would
03949:01 include the Bill C-31 people as beneficiaries.
02 What I was asking you about at the
03 end of the day was, as far as you can recall, were these
04 two trusts supposed to exist side by side? Were there
05 supposed to be two trusts?
06 A No. The second trust was made after that, after the '85
07 trust. I think the '86 was made after the '85.
08 Q Was every asset held by the 1985 trust supposed to be
09 placed into the 1986 trust?
10 A Probably everything, unless there was some new company
11 that had been -- between '85 and the '86 was made. I
12 don't know that off the top of my head.
13 Q But the intention was that the 1985 trust no longer be
14 effective and that everything be in the 1986 trust?
15 A That's right.
16 THE COURT: So it's a substitution.
17 THE WITNESS: That's right.
18 Q MR. FAULDS: And it appears that with the
19 exception of the documents that Mr. Henderson pointed
20 out, that is, Document 92(K), which was a trust
21 declaration over Plaza Food Fare Inc., we don't have any
22 records or documents of the assets actually being placed
23 into the 1986 trust. That's correct?
24 A That could be correct.
25 Q But that was the intention?
26 A That's the intention.
03950:01 Q And if we can look at the back page of Exhibit 92(G), the
02 second last page, page 8, that would be your signature as
03 the settlor under A there?

24 A That's right.

25 Q Under the Sawridge Indian Band, again, that is your

26 signature?

03952:01 A That's right.

02 Q And the witness to your signature on behalf of the

03 Sawridge Indian Band, I believe, that would be

04 Mr. McKinney's?

05 A That's the last page?

06 Q Yeah, on the last page.

07 A That's right.

08 Q Yeah. He's the executive director?

09 A Right.

10 Q I gather from looking at those documents, Chief Twinn,

11 that you sign a variety of legal documents in different

12 capacities.

13 A Right.

14 Q And your capacities include as chief of the band?

15 A That's right.

16 Q As a director of various corporations?

17 A That's right.

18 Q As a trustee of the trusts that have been created?

19 A That's right.

20 Q And I just wanted to be sure that I understood the

21 various points that we talked about yesterday. I wonder

22 if maybe we could just go through a brief summary, and

23 you can tell me if this is correct.

24 First of all, I gather that the

25 primary source of -- originally, the primary source of

26 income for the Sawridge Band originated with the

03953:01 discovery of oil under the reserve lands.

02 A I'll call it capital funds.

03 Q And those capital funds grew with the discovery of oil

04 and the exploration and sale and royalties from that oil?

05 A Whatever that says with the Indian Act, that is capital

06 funds.

07 Q So the royalties from the oil are received, and those

08 royalties go into the band's capital account?

09 A That's right, in Ottawa.

10 Q That's right. And then funds can be drawn from that

11 capital account by the band on a resolution of the band

12 council?

13 A Sometimes it takes a membership. Sometimes, you know, it

14 takes a general meeting sometimes, depending on who . . .

15 Q Okay. Is it fair to say that in the majority of cases

16 where funds have been drawn from the capital account, in

17 the last few years that has been done on the basis of a

18 band council resolution?

19 A Everything has to be done at least by band council
20 resolution. Sometimes the department, from time to time,
21 requests the majority vote, et cetera.

22 Q Okay. Unless the department asks for something, it's
23 done on band council resolution?

24 A It always -- it has to be done by band council
25 resolution.

26 Q And band council resolution would involve a resolution
03954:01 which would be passed by -- well, the band council is you
02 and your two close relatives?

03 A And my two close relatives.

04 Q Yes. And when funds have been drawn from the capital
05 account, those funds have been invested in various
06 companies that carry on business under the Sawridge name?

07 A That's right.

08 Q And those companies are -- you and your two close
09 relatives are the directors and shareholders in those
10 companies?

11 A Myself and my two close relatives are.

12 Q And the shares in those companies that carry on business
13 under the Sawridge name have then been placed in a trust
14 for which you and your two close relatives are the
15 trustees?

16 A Sometimes it doesn't go necessarily directly. Sometimes
17 it goes directly to the company, and then the company
18 later on, at a convenient time, will go to the trust, as
19 accounting procedures require, to do audits, whatever. A
20 lot of this is done by accountants plus legal people.

21 Q So I understand you're talking about the financing of the
22 corporations.

23 A Not only financing, even the trust declarations there.
24 It's done with legal and accounting procedures. As
25 accountants become aware there is, you know -- they have
26 to be audited, so there is advice from two sources here
03955:01 that we get.

02 THE COURT: Is your question predicated,
03 Mr. Faulds, on net revenue from the business operations
04 going into the trust?

05 MR. FAULDS: No. My question related to the
06 shares in the corporation.

07 And perhaps that's where we're
08 missing each other, Chief Twinn.

09 Q MR. FAULDS: What I was suggesting was that the
10 shares in the Sawridge companies, I believe you've
11 indicated to us, have then been placed in the Sawridge

12 trust.

13 A I think generally it comes in directly to the company.

14 If it's a new company, something, say, like the food

15 store, something is coming in, if there is equity put in,

16 it goes into that. And generally, after awhile, when

17 that's been set up, on an appropriate time, accounting

18 procedures, whatever, then it's usually placed in a

19 trust.

20 Q Okay. So that in the end result -- and I think you've

21 said this was the intention of the trust -- the trust

22 holds the band's assets, and that means the shares of the

23 Sawridge companies?

24 A Let me put it -- I'll try and put it in simple terms

25 again, I guess.

26 The trust -- the companies go into

03956:01 the Sawridge trust after -- after some time the company

02 is formed, it generally goes into the Sawridge trust.

03 Q Sure. When you say "the companies go into the Sawridge

04 trust," that means that the shares are held by the trust?

05 A Right.

06 Q And the trustees of the Sawridge trust --

07 THE COURT: Could I interrupt, Mr. Faulds?

08 MR. FAULDS: I'm sorry.

09 THE COURT: The shares are held by the Sawridge

10 trust ultimately, sooner or later.

11 THE WITNESS: That's right.

12 THE COURT: Net revenues of the business

13 operations, what becomes of them?

14 THE WITNESS: The companies run -- the revenues

15 are in there. And when there is an overflow, which isn't

16 often, but, you know, if there is sometimes equities

17 needed for a new business, that plus some more funds

18 could go in. Like, if it's a food fare business or

19 something that's purchased to . . .

20 THE COURT: Do they touch base -- are they

21 placed in the trust and then spent for equities in the

22 new businesses, or do they go directly from the operation

23 of the corporation as net revenues to the equity fund for

24 new businesses?

25 THE WITNESS: Generally, I think what's done --

26 the companies are -- itself have the funds separately.

03957:01 The trust -- all the trust is doing, replacing -- in

02 essence, I guess, the band is not a legal entity, and

03 there is from time to time -- I guess it could be

04 difference of legal opinion or accounting opinion. So,

05 to be assured, our advice, that's what we've done. The

06 trust becomes the band, in essence.
07 THE COURT: All right. Thank you. That's
08 good.
09 Q MR. FAULDS: And the shareholders of trust,
10 again, Chief Twinn, are yourself and two close
11 relatives -- I'm sorry -- the trustees of the trust?
12 A That's right.
13 Q And the powers of the trustees under the trust are set
14 out in the trust document?
15 A That's right.
16 THE COURT: Which is Exhibit . . .
17 MR. FAULDS: That is Exhibit 92-G.
18 THE COURT: It's actually brackets, but that's
19 all right.
20 Q MR. FAULDS: In particular, Chief Twinn, if you
21 look at page 4 of 92(G) --
22 A G?
23 Q 92(G) as in "George."
24 A I've got it. What page again? Sorry.
25 Q Page 4. I'm sorry.
26 And we looked at this yesterday, I
03958:01 think, and I just want to be sure. At the bottom of the
02 page there, there is a paragraph that doesn't have a
03 number on it, which we looked at yesterday, and I think
04 that you agreed that that was the paragraph which set out
05 the powers of the trustees to deal with the income and
06 capital of the fund.
07 THE COURT: This is getting rather repetitive,
08 Mr. Faulds.
09 MR. FAULDS: I apologize, My Lord.
10 Q MR. FAULDS: That outline that you have just
11 described of the band council and the corporations -- I'm
12 sorry -- the capital accounts of the band held in Ottawa,
13 the band council, the corporations, and the trust
14 comprise the political and economical structure of the
15 Sawridge Band?
16 A The band funds in Ottawa would not enter it here
17 necessarily. If there were a change of band council,
18 that would change. So the band itself is the bit, if
19 it's always the band council. And it's in the
20 Indian Act. It's done all across Canada. So it's
21 not . . .
22 Q Of course. And this structure that we've just been
23 describing, which involves the band council and the
24 corporations, that is the political and economic
25 structure of the Sawridge Band?

06 Department of Indian Affairs. They approve it.
07 Q What I am saying to you, sir, is, Was there a band vote
08 for that \$1,553,000 that the Sawridge Band withdrew?
09 A I cannot tell you exactly what that is right now -- right
10 here now. I'm telling you -- all I can answer you, the
11 Department approves these upon their requests. Sometimes
12 they'll want the band vote, or sometimes they won't.
13 Q Is it fair to say that the band takes for face value your
14 band council resolution and acts on it except in very
15 exceptional circumstances where they may ask you to hold
16 a band vote? Is that a fair statement?
17 THE COURT: The Department takes, not the band.
18 A The Department of Indian Affairs approves everything,
19 so . . .
20 Q MR. AKMAN: Sir, they take for face value, in
21 good faith and good credit, your band council resolutions
22 requesting payments out of capital account, and in very
23 exceptional circumstances they ask you for a vote. Is
24 that correct?
25 A That's right.
26 Q So that most of the funds that come out of the capital
04004:01 account, go into your companies, which go then into the
02 trusts, are all down on band council resolution?
03 A One intercompany, they're not done by band council
04 resolution.
05 Q Hmm?
06 A They're not done by one intercompany, once it gets from
07 one to . . .
08 THE COURT: I think Mr. Akman was asking,
09 Senator, whether transfers from the band accounts to any
10 of the companies, not intercompany transfers but from the
11 band's funds to the companies, if those are done by band
12 council resolution alone or by a vote. That's what he's
13 asking.
14 A At the best of my knowledge, because I don't have -- a
15 band council resolution stresses what it set out to do.
16 In order to get that audited, that has -- an auditor
17 could not at that level. Basically states what the use
18 of that capital fund is going to do, and then it goes
19 in. Then I thought it became legal at that point, when
20 the Minister approved it for that reason. That's what it
21 spent for.
22 Q MR. AKMAN: That's right. So the oil comes out
23 of the ground; it goes into the capital account; it comes
24 out of the capital account through band council
25 resolutions --

26 A Right.

04005:01 Q -- it goes into your companies --

02 A Some of it.

03 Q -- for economic development?

04 A Right.

05 Q And, from the companies, you, as director and shareholder

06 of these companies, put the company assets -- have placed

07 the company assets or intended to place all the company

08 assets in these trusts. Is that right?

09 A Right.

10 Q So that the undivided interests of the band members is

11 all to be found in these trusts?

12 A I think they'll all be traceable.

13 Q And we've already agreed that you have no consent or

14 permission to deal with this property from any band

15 member living off reserve? You have no authority or

16 permission from any of these people to be director or

17 shareholder or settlor or trustee; we've agreed on that,

18 too?

19 A What sets out from -- I guess consent is voting for chief

20 and council.

21 Q Good.

22 Now, then, I want you to turn to

23 Document 92(G), paragraph 6.

24 THE COURT: I think you said 92(G), did you?

25 MR. AKMAN: G, yes, My Lord.

26 Q MR. AKMAN: 92(G), second paragraph of 6,

04006:01 Clause 6, of page 4.

02 Now, this second paragraph of 6

03 says,

04 "During the existence of this trust, the

05 trustees shall have complete and unfettered

06 discretion to pay or to apply all or so much

07 of the net income of the trust fund, if any,

08 or to accumulate the same, or any proportion

09 thereof, and all or so much of the capital

10 trust fund as they in their unfettered

11 discretion from time to time deem appropriate

12 for any one or more of the beneficiaries. The

13 trustees may make such payments at such time

14 from time to time in such manner and such

15 proportions as the trustees in their

16 uncontrolled discretion deem appropriate."

17 Do you see that?

18 A I see that.

19 Q So, according to this trust fund created to promote the

TAB 0



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Assistant Deputy Minister

Sous-ministre adjoint

Ottawa, Canada
K1A 0H4

Wendy F. Porteous
12

DEC 23 1993



Chief Walter Twinn
Sawridge Band
P.O. Box 326
SLAVE LAKE AB T0G 2A0

Dear Chief Twinn,

As a result of the proceedings of the Bill C-31 legal action which is now before the courts, I have recently been informed of the existence of trusts which have been established on behalf of the members of the Sawridge Band.

I understand that these trusts hold substantial sums which, to a large extent, have been derived from band capital and revenue moneys previously released by the Minister of the Department of Indian Affairs and Northern Development. The capital and revenue moneys were expended pursuant to sections 64 and 66 of the Indian Act, for the benefit of the members of your band.

Along with Ken Kirby and Gregor MacIntosh from this department, I would be pleased to meet with you and your band council or other representatives in Alberta, preferably sometime in January 1994, to discuss these trusts.

I trust you will find this satisfactory. My office will contact you in January 1994, to make the necessary arrangements.

This is Exhibit " C " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 20.19

A Commissioner for Oaths in and for Alberta

MICHAEL R. McKINNEY Q.C.
BARRISTER & SOLICITOR

Yours sincerely,

Wendy Porteous

Wendy F. Porteous
Assistant Deputy Minister
Lands and Trust Services

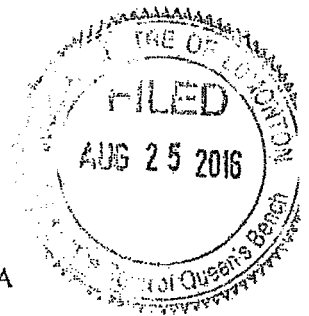
Canada

TAB P

I hereby certify this to be a
true copy of the original.

M. O. Miller
for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER

1103 14112

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

This is Exhibit " D " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta

MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

IN THE MATTER OF THE TRUSTEE ACT, RSA 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")

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

DOCUMENT

CONSENT ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Doris C.E. Bonora
Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5
Ph. (780) 423-7188
Fx. (780) 423-7276
File No.: 551860-1

Marco Poretti
Reynolds Mirth Richards
& Farmer LLP
3200, 10180 - 101 Street
Edmonton, AB T5J 3W8
Ph. (780) 425-9510
Fx: (780) 429-3044
File No. 108511-MSP

DATE ON WHICH ORDER WAS PRONOUNCED: August 24, 2016

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB

NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice D.R.G. Thomas

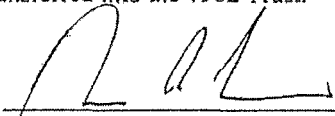
CONSENT ORDER

UPON HEARING representations from counsel for the Sawridge Trustees that the Sawridge Trustees have exhausted all reasonable options to obtain a complete documentary record regarding the transfer of assets from the 1982 Trust to the 1985 Trust; AND that the parties to this Consent Order have been given access to all documents regarding the transfer of assets from the 1982 Trust to the 1985 Trust that the Trustees have reviewed; AND that the Trustees are not

seeking an accounting of the assets transferred into the 1982 Trust; AND that the Trustees are not seeking an accounting of the assets transferred into the 1985 Trust; AND UPON noting that assets from the 1982 Trust were transferred into the 1985 Trust; AND UPON noting that little information is available regarding the transfer of assets from the 1982 Trust to the 1985 Trust;

IT IS HEREBY ORDERED THAT:

1. The transfer of assets which occurred in 1985 from the Sawridge Band Trust ("1982 Trust") to the Sawridge Band Inter Vivos Settlement ("1985 Trust") is approved *nunc pro tunc*. The approval of the transfer shall not be deemed to be an accounting of the assets of the 1982 Trust that were transferred and shall not be deemed to be an accounting of the assets in the 1985 Trust that existed upon settlement of the 1985 Trust.
2. Without limiting the generality of the foregoing, the Trustees' application and this Consent Order cannot be relied upon by the Trustees in the future as a basis to oppose or prevent a beneficiary from seeking an accounting from the 1985 Trust, including an accounting to determine the assets that were transferred into the 1985 Trust from the 1982 Trust or an accounting of the assets transferred into the 1982 Trust.

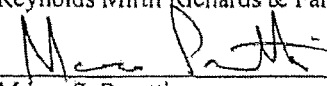

The Honourable Mr. Justice D.R.G. Thomas
Thomas J

CONSENTED TO BY:


Dentons Canada LLP

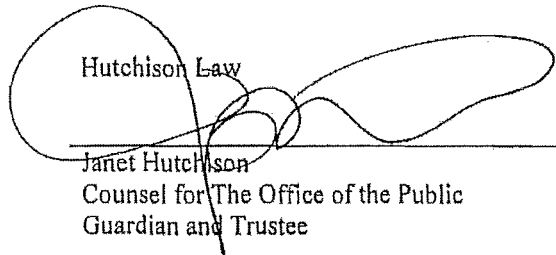
Doris Bongra
Counsel for Sawridge Trustees

Reynolds Mirth Richards & Farmer LLP


Marco S. Poretti
Counsel for Sawridge Trustees

McLennan Ross LLP

Karen Platten, Q.C.
Counsel for Catherine Twinn as a Trustee
of the 1985 Sawridge Trust


Hutchison Law

Janet Hutchison
Counsel for The Office of the Public
Guardian and Trustee

seeking an accounting of the assets transferred into the 1982 Trust; AND that the Trustees are not seeking an accounting of the assets transferred into the 1985 Trust; AND UPON noting that assets from the 1982 Trust were transferred into the 1985 Trust; AND UPON noting that little information is available regarding the transfer of assets from the 1982 Trust to the 1985 Trust;

IT IS HEREBY ORDERED THAT:

1. The transfer of assets which occurred in 1985 from the Sawridge Band Trust ("1982 Trust") to the Sawridge Band Inter Vivos Settlement ("1985 Trust") is approved *nunc pro tunc*. The approval of the transfer shall not be deemed to be an accounting of the assets of the 1982 Trust that were transferred and shall not be deemed to be an accounting of the assets in the 1985 Trust that existed upon settlement of the 1985 Trust.
2. Without limiting the generality of the foregoing, the Trustees' application and this Consent Order cannot be relied upon by the Trustees in the future as a basis to oppose or prevent a beneficiary from seeking an accounting from the 1985 Trust, including an accounting to determine the assets that were transferred into the 1985 Trust from the 1982 Trust or an accounting of the assets transferred into the 1982 Trust.

The Honourable Mr. Justice D.R.G. Thomas

CONSENTED TO BY:

Dentons Canada LLP


Doris Bongra

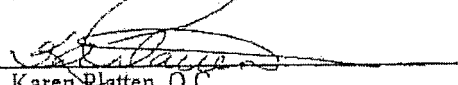
Counsel for Sawridge Trustees

Reynolds Mirth Richards & Farmer LLP

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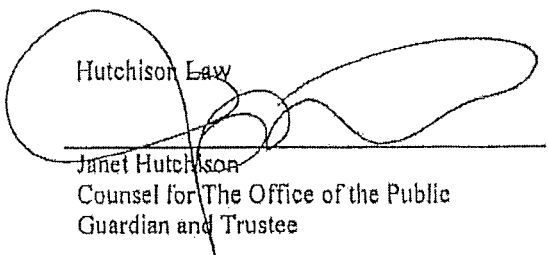
Counsel for Sawridge Trustees

McLennan Ross LLP


Karen Platten, Q.C.

Counsel for Catherine Twinn as a Trustee
of the 1985 Sawridge Trust

Hutchison Law


Janet Hutchison

Counsel for The Office of the Public
Guardian and Trustee

TAB Q

Tracy L. Kaiser

From: Joy Jarvis <Joy.Jarvis@albertacourts.ca>

Sent: April 25, 2019 10:03 AM

To: Bonora, Doris <doris.bonora@dentons.com>; Sestito, Michael <michael.sestito@dentons.com>;
ifaulds@fieldlaw.com; ihutchison@jlhlaw.ca; S.twinn@live.ca; cosualdini@mross.com; kplatten@mross.com

Subject: Sawridge Trust matter, Court File No. 1103 14112

Importance: High

Good morning, counsel. Please see below an email from Mr. Justice Henderson:

The application regarding the "Jurisdictional Issue" will be heard this afternoon. I have reviewed the briefs which have been filed in relation to the motion and have also reviewed other parts of the file including in particular the Brief of the Trustees in relation to the proceedings which took place on August 24, 2016 before Justice Thomas. I have also reviewed the transcript of those proceedings and the Consent Order which was signed by Justice Thomas on August 24, 2016.

In my view it is necessary, as part of the Jurisdictional Issue, to consider the terms of the Consent Order and to fully consider what impact that Order has on the trust terms pursuant to which the trust assets are currently being held. One possibility is that the trust assets are being held for the benefit of the "Beneficiaries" as defined in the 1985 Trust and the 1985 Trust terms govern. However, that is not the only possibility. The Consent Order says that the transfer of assets is "approved *nunc pro tunc*". But the Order does not address the issue of the terms under which the assets are being held. The Consent Order does not appear to be a variation of the 1982 Trust and a variation would likely not be possible without the consent of the beneficiaries (although this clearly looks like what the trustees were attempting to do in 1985). It is possible that the 1985 Trust is a successor trust, but again that does not address the question of the terms on which the trust assets are being held or whether there is an ongoing requirement for the 1985 Trust to account to the 1982 Trust with respect to the trust assets.

I raise these issues so that you will be aware that I am concerned about them. Counsel may have a simple explanation which I have overlooked. In any event this is a foundational issue which needs to be addressed before considering whether the 1985 trust can be varied.

Thank you.

Joy M. Jarvis
Judicial Assistant
Court of Queen's Bench
Edmonton, AB

This is Exhibit " E " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta

MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

TAB R

Action No. 1103-14112
E-File Name: EVQ19TWINNR
Appeal No. _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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 VIROS
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")

ROLAND TWINN, MARGARET WARD, TRACEY SCARLETT,
EVERETT JUSTIN TWIN AND DAVID MAJESKI, as Trustees for
the 1985 Trust ("Sawridge Trustees")

Applicants

PROCEEDINGS

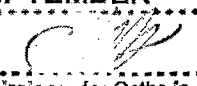
Edmonton, Alberta
April 25, 2019

Transcript Management Services
Suite 1901-N, 601-5th Street, SW
Calgary, Alberta T2P 5P7
Phone: (403) 297-7392 Fax: (403) 297-7034

This is Exhibit " F " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 2019


A Commissioner for Oaths in and for Alberta

MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

4 April 25, 2019

Afternoon Session

6 The Honourable
7 Mr. Justice Henderson

Court of Queen's Bench
of Alberta

9 D.C.E. Bonora

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn, and D. Majeski

11 M.S. Sestito

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn, and D. Majeski

13 C. Osualdini

For Catherine Twinn

14 D.D. Risling

For Catherine Twinn

15 J.L. Hutchison

For the Office of the Public Trustee

16 R.J. Faulds, Q.C.

For the Office of the Public Trustee

17 N. Varevac

Court Clerk

20 **Discussion**

22 THE COURT:

Good afternoon, please be seated. Okay.

24 MS. BONORA:

some introductions.

Good afternoon, Sir. Perhaps I'll just start with

27 THE COURT:

Sure.

29 MS. BONORA:

So Doris Bonora on behalf of the trustees with
my partner Michael Sestito. And then for Catherine Twinn is Crista Osualdini and Dave
Risling. And then for the Office of the Public Trustee and Guardian Janet Hutchison and
John Faulds.

34 THE COURT:

Okay, good.

36 MS. BONORA:

question --

Sir, you've asked us to address a foundational

39 THE COURT:

Yes.

41 MS. BONORA:

-- by email and there have been some discussions

1 around the issue.

2
3 THE COURT:

Yes.

4
5 MS. BONORA:

And I also in my discussions with Ms. Osualdini
6 was reminded that Mr. Molstad was also involved in that matter so I also called him.

7
8 I thought I'd just address a couple of points but I will tell you that Ms. Hutchison and Mr.
9 Faulds have advised that they would like time to consider this issue. Mr. Molstad has also
10 asked for some time. And I think all of the parties might benefit from some advice from
11 you in respect of exactly how it collides with the jurisdictional issue.

12
13 THE COURT:

Sure. Would you like me to speak to that?

14
15 MS. BONORA:

Sure.

16
17 THE COURT:

Let me start by saying I've approached this case
18 with a fresh set of eyes. So the way I view it may not be the way you view it or the way
19 other parties have viewed it or the way other judges have viewed it. So I've approached it
20 from a fresh perspective with a view to ensuring that I have sufficient information available
21 to come to a correct decision with respect to the jurisdictional issue that you've properly
22 raised.

23
24 So I went back to the original documentation, the 1982 trust deed, and I compared it to the
25 1985 trust deed, Declaration of Trust, and I guess I was a little surprised to see the close
26 parallels between the two. And I also would premise all of my comments on this: I've not
27 made any decision about anything. I'm raising concerns that I have. I'm sure we've got
28 more than enough capable lawyers here to sort out my concerns. These are my concerns
29 and I can tell you they're genuine, otherwise, I wouldn't be taking your time with them.

30
31 So I compared these two trust deeds and I said to myself, my goodness, this isn't really
32 what I expected to see. I saw such close parallels that really the only fundamental difference
33 between 1982 and 1985 from my perspective, other than some flowery language in some
34 portions which is largely irrelevant -- the only difference is the definition of beneficiaries.
35 I did also see a prohibition on -- in the 1982 trust deed, a prohibition on the use or diverting
36 any of the trust assets for any purpose other than for the purposes identified in the trust, i.e.
37 for the benefit of the beneficiaries who are defined to be present and future members of the
38 band.

39
40 So I then began to look to see how we transition from 1982 to 1985. Saw very little
41 information but I was able to locate the August 2016 materials and I read your materials. I

1 saw that there was limited evidence available to provide an explanation for what had
2 transpired. But we do also have other background information of a circumstantial nature
3 that does assist in understanding what went on and we know, at least one can infer -- and
4 I'm happy to hear if you don't accept the inferences or where I'm headed but we do see
5 that the 1985 trust was created for a very specific purpose. That purpose was to ensure that
6 the trust assets were not going to be shared with a group of people who were likely to
7 become members of the band as a result of proposed modifications to the *Indian Act* in
8 1985, which were imminent, and which would permit women, primarily, to re-join the band
9 as members. And, therefore, if that happened without the trust being changed, they would
10 then become beneficiaries of the trust.

11
12 So I confess that I had some concern with respect to what I was seeing. I asked myself how
13 it could possibly be that we had really substantial assets -- I don't know, there's evidence
14 or numbers kicking around 70 million or 220 million or whatever they are -- whatever the
15 number is, it's a lot of money. So I had concerns with respect to how we were seeing a
16 modification of a trust without any judicial approval, without any compliance with section
17 42, without anything other than simply the creation of a new trust. So I questioned -- and I
18 could totally be wrong about this and I'm more than happy to hear all of you out -- I
19 question the legitimacy of the 1985 trust declaration at all.

20
21 I did consider Justice Thomas' order -- a consent order of August 24th, 2016. You may
22 consider that to be the total answer to all of the problems and you could well be right and
23 I'm happy to hear you on that. On the surface I don't accept that but I'm open minded and
24 I'm happy to hear from you. But I can tell you that I have fundamental concerns. So how
25 does that relate to the issue that the parties together have defined for today the jurisdictional
26 issue. I think you are all on board that there are three ways in which a trust can be varied.
27 One is the reservation in the trust declaration. All of you are in agreement that that's not
28 the case here so we put that aside.

29
30 Secondly is section 42 of the *Trustee Act*. We all agree that that's properly enforced and
31 must be complied with. There's some disagreement with respect to whether enough effort
32 has been made to try to comply but I would say -- again, without hearing more argument -
33 - that section 42 is definitely available. Whether it is practically available is really the issue
34 and because we have competing interests the likelihood of getting a hundred percent
35 approval is slim to nil and I would think nil is probably closer than slim. So practically
36 speaking, section 42 doesn't look like a way to achieve the result that everyone would like.

37
38 Which leads to the ability of the Court at common law through the exercise of discretion
39 to amend the terms of the trust apart from section 42 of the *Trustee Act*. And I think it's
40 fair to say that the law in terms of my ability -- any Court's ability to modify the terms of
41 a trust on that basis is quite limited. And to achieve that result through the common law or

1 through the exercise of my discretion as a result of the inherent powers that the Court may
2 have is limited and I would have to go probably further to achieve that in this case than the
3 law has gone to date, which means that I would need to proceed very cautiously. Not that
4 I wouldn't proceed -- not that I wouldn't proceed cautiously but I would need to proceed
5 cautiously.

6
7 If I am going to go down a path where I need to consider whether or not to exercise my
8 discretion to develop the common law in a way that it hasn't quite been developed before,
9 I need to consider as part of that analysis the other alternatives. What other alternatives are
10 available that would make it unnecessary for me to go down the path which would extend
11 the law beyond where it is today. One of the possibilities -- and again, I want to emphasize
12 I've not made any decisions on any of this, I'm at the moment just talking so that you will
13 collectively have an understanding as to what my level of concern is here and what the
14 concern is.

15
16 One of the options here that is easily available is this 1985 trust doesn't have anything to
17 do with anything we're talking about here today. The assets, while they may be situated in
18 the 1985 trust -- because Justice Thomas said that they were -- are still subject to the 1982
19 trust terms. The definition of beneficiaries is members or future members of the band, that's
20 the end of it. There still is some discrimination in the 1982 trust, which we would need to
21 deal with because it -- it does contain identical language to the 1985 trust which deals with
22 illegitimate children. So we would still have that hurdle but I see that as a much smaller
23 hurdle than sort of the broader picture.

24
25 So the easiest thing to do here is just to say you haven't satisfied me that this 1985 trust is
26 relevant. I'm not going to exercise my discretion to modify the definition of beneficiaries
27 in the 1985 trust. 1982 is where we're going, that's where we are. Let's deal with
28 illegitimate children. I'm not saying I've come to that conclusion but that -- that is an
29 avenue that is in my mind available subject to counsel telling me that there are roadblocks
30 that prevent that from happening. And I would say that I would not come to that conclusion,
31 if that is my conclusion ultimately -- I would not come to that conclusion lightly because I
32 am conscious of the fact that there are potential consequences that could flow from that
33 and that would obviously be troubling to me. But my primary responsibility is to determine
34 what the facts are and apply the law to those facts. And if that drives me in one direction
35 that none of the parties like, that's an unfortunate consequence.

36
37 So my plan is to figure out what the facts are, determine what the law is. I'm not afraid to
38 extend the common law if that's where we need to go. Incrementally all that's probably
39 something more appropriately done in the Court of Appeal or higher courts but I -- I say
40 all of this only to let you know that this is a concern for me. I see that you tried to clean it
41 up in 2016 but to me that isn't the answer. So that's where we are.

1
2 MS. BONORA: Sir, given those comments, I think certainly we
3 would like an opportunity to research this issue and come --
4
5 THE COURT: Yes, that's --
6
7 MS. BONORA: -- back to you.
8
9 THE COURT: Yes.
10
11 MS. BONORA: I think Mr. Molstad probably does as well, that's
12 what he told me on the phone.
13
14 THE COURT: Sure.
15
16 MS. BONORA: Certainly we need some instructions from our
17 client. And I feel that, you know, short of making a few more arguments on public policy
18 and quasi-community trusts, you've essentially said my argument on the jurisdictional
19 issue. So I feel that perhaps today we should adjourn so that we can all consider this issue
20 for you and come back. Perhaps we could set -- I'm guessing some written materials would
21 be helpful to you --
22
23 THE COURT: Yes, it would.
24
25 MS. BONORA: -- and perhaps we could set some dates for those
26 materials and find some time with you.
27
28 THE COURT: Sure, yes. And I apologize for sort of raising this
29 issue at the last minute but I can tell you that this has been an evolving process for me --
30
31 MS. BONORA: Yes.
32
33 THE COURT: -- as I've read your briefs and I chipped away at
34 the ten boxes of materials downstairs that are not well organized. So when I write to you
35 asking for materials, it's not because the materials aren't here, it's just that they're not
36 readily available to me.
37
38 MS. BONORA: We are so happy to provide those to you and we
39 thank you very much for your comments today. I mean, obviously, that issue of the transfer
40 between the two trusts was an issue identified. We thought we had solved it but we
41 obviously need to satisfy you better that that is in fact solved and perhaps in our

1 investigations we'll find some other law that hasn't solved that issue entirely so ...

2
3 THE COURT: Well, maybe it has been solved. I don't see it
4 right now but I'm looking with open eyes just to see what I can find. So I'm not sure if any
5 of the other counsel are concerned about the way we've gone but -- is everyone board with
6 simply adjourning the jurisdictional issue so that briefs can be filed to supplement what's
7 currently been filed to address some of the concerns that I've raised today?

8
9 UNIDENTIFIED SPEAKER: Yes, My Lord.

10
11 THE COURT: The problem that we're going to have, I tell you
12 this right now, is that you are not going to find time with my assistant any time soon. That's
13 -- you're certainly free to tell her that you need time quickly but there's -- the practical
14 reality is that you're going to have a hard time finding something until probably into
15 September.

16
17 MS. BONORA: Sir, maybe then we won't take more of the
18 Court's time this afternoon and we'll just speak with your assistant to try and find time.

19
20 THE COURT: Sure.

21
22 MS. BONORA: We'll speak amongst ourselves in terms of
23 setting times for briefs, I'm sure that we can do that on our own, and perhaps even consider
24 the possibility of just writing to you and seeing if you will make a decision just on bases
25 of written materials. We'll speak amongst ourselves whether that's a possibility as well.

26
27 THE COURT: If your written materials cover the waterfront, as
28 much as I'm happy to hear from you I could also deal with it in written form. The one other
29 thing I didn't say that I should say is I know that you presented a consent order to Justice
30 Thomas and he signed it and I know that all of you have agreed that that order should be
31 signed so it was truly a consent order. But you have to ask yourself a couple of questions
32 with respect to that order. One is how solid is that order in the sense that it is ex parte vis-
33 à-vis some potentially interested parties. I would not want to go down the path of spending
34 another year or two or three years of applications and spending money that's ultimately
35 coming out of the trust only to find that we have one individual who pops up and says,
36 well, just hold on a minute now. I was -- I was a band member in 1982, I got married in
37 1983. I lost my band membership. I was just ready to come back in and lo and behold I had
38 the rug pulled out from underneath me and I didn't hear about this application before
39 Justice Thomas. I want that set aside. And you know what, there's -- there's a good
40 argument to be made that it might be set aside there.

41

1 So you could spend a lot of time and effort going down a path which is premised on a
2 consent order which could fall and take you right back. Not wanting to alarm anyone but
3 it did occur to me that you've got people here who -- I mean, one, we've got enough lawyers
4 here to sink a ship but not all of the interests are properly cared for. Not everyone is
5 represented here. And I read someplace and I think it's quite appropriate, this is not a truly
6 adversarial process. This is a problem that we need solved. So it's a problem that needs to
7 be solved collectively but if we try to do that and we leave out one interested party who
8 steps up at the end of the day and says not for me and we have to unwind the whole thing,
9 we haven't advanced the situation very far. So in my mind we need to see if we can't do
10 this correctly the first time.

11
12 MS. BONORA: Well, and, Sir, that's why we raised the issue of
13 the transfer because we didn't want to go through this whole process --

14
15 THE COURT: Yes.

16
17 MS. BONORA: -- only to have somebody suggest that the
18 transfer wasn't proper right from the start.

19
20 THE COURT: Well, it looks like Justice Thomas said the
21 transfer is proper but what flows from that I don't know.

22
23 MS. BONORA: Right.

24
25 THE COURT: And I wouldn't, as I said earlier, immediately
26 conclude that what flows from that ~~is that~~ these trust assets are subject to the definition of
27 beneficiary in the 1985 trust.

28
29 MS. BONORA: So we'll address the issue of services as well for
30 you and whether it binds all people, certainly. Okay. So we will try and work out a
31 schedule. We'll try and find time before you or agree that it will be in writing, and we thank
32 you very much today. So subject to anything my friends might have to say, I think we're
33 perhaps concluded for today.

34
35 THE COURT: Okay.

36
37 MS. BONORA: So thank you.

38
39 THE COURT: Good. Anything else? No. Any concerns? No,
40 okay. All right. So we'll adjourn then and we will resume when we can.

41

1 MS. BONORA:

Thank you, Sir.

2

3 UNIDENTIFIED SPEAKER:

Thank you, My Lord.

4

5

6

7 PROCEEDINGS ADJOURNED

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1 Certificate of Record

2
3 I, Natalija Varevac, certify that this recording is the record made of the evidence of the
4 proceedings in Court of Queen's Bench, held in courtroom 517 at Edmonton, Alberta, on
5 the 25th day of April, 2019, and that I was the court official in charge of the sound recording
6 machine during these proceedings.
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1 **Certificate of Transcript**

2
3 I, Su Zaherie, certify that

4
5 (a) I transcribed the record, which was recorded by a sound recording machine, to the best
6 of my skill and ability and the foregoing pages are a complete and accurate transcript
7 of the contents of the record and

8
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10 transcribed in this transcript.

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18 TEZZ TRANSCRIPTION, Transcriber

19 Order Number: AL-JO-1003-0576

20 Dated: April 26, 2019

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TAB S

Action No.: 1103-14112
E-File No.: EVQ19TWINNR

Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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 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")

ROLAND TWINN, MARGARET WARD, TRACEY
SCARLETT, EVERETT JUSTIN TWIN AND DAVID
MAJESCKI, as Trustees for the 1985 Sawridge Trust

Applicants

PROCEEDINGS

Edmonton, Alberta
September 4, 2019

Transcript Management Services
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This is Exhibit " **G** " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this **24TH** day
of **SEPTEMBER**, 20**19**

.....
A Commissioner for Oaths in and for Alberta

MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

4 September 4, 2019

Morning Session

6 The Honourable Mr. Justice Henderson

Court of Queen's Bench of Alberta

8 D.C.E. Bonora

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn and D. Majeski

10 M.S. Sestito

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn and D. Majeski

12 C. Osualdini

For Catherine Twinn

13 D.D. Risling

For Catherine Twinn

14 J.L. Hutchison

For the Office of the Public Trustee

15 R.J. Faulds, Q.C.

For the Office of the Public Trustee

16 E.H. Molstad, Esq.

For the Sawridge First Nation

17 E. Sopko

For the Sawridge First Nation

18 M. O'Sullivan

Court Clerk

21 Discussion

23 THE COURT CLERK:

Order in court. All rise.

25 THE COURT:

Good morning. Please be seated.

27 MS. BONORA:

Good morning.

29 MS. OSUALDINI:

Good morning, My Lord.

31 MR. FAULDS:

Good morning, My Lord.

33 THE COURT:

Good morning.

35 Submissions by Ms. Bonora

37 MS. BONORA:

Thank you, My Lord, for seeing us today and
making the time for us. I'll just do some introductions.

Doris Bonora and Michael Sestito of Dentons on behalf of the Sawridge Trustees.

John Faulds and Janet Hutchison are representing the Office of the Public Trustee and

1 Guardian. Crista Osualdini and Dave Risling are here for Catherine Twinn. And Mr.
2 Molstad, at Molstad, and Ellery Sopko from Parlee are here on behalf of the Sawridge
3 First Nation. And while they're not parties or intervenors, I'll be asking to hear -- or to
4 have you hear them this morning.

5
6 In terms, we assume you have some limited time this morning, so we've all agreed that
7 we'd try and limit our submissions to ten minutes, and -- and then you can decide with
8 respect to Mr. Molstad, but he told me to advise you that he would only be ten minutes as
9 well.

10
11 THE COURT: Okay.

12
13 MS. BONORA: Just a bit of history. We last appeared before
14 you in April. You gave us some directions about something you wanted to hear about
15 which was with respect to your concerns around the transfer of assets from the 1982
16 Sawridge Trust to the 1985 Sawridge Trust. We suggested, and you agreed to adjourn the
17 application so that we could make further submissions to you on that point, and we also
18 agreed to try and work out a schedule which, unfortunately, we've not been able to do.

19
20 We secured the date of November 27th for that application with respect to the transfer.
21 We did prepare a draft litigation plan and exchanged that with the parties. We have not --
22 really didn't receive a response to the first draft application plan. In late July, the parties
23 advised us -- well, for sure Office of the Public Trustee advised us they had concerns over
24 the procedure and the remedies that were being sought and how we would do the
25 application, and they're going to address that --

26
27 THE COURT: Okay.

28
29 MS. BONORA: -- for you today, and so then we wrote to secure
30 this date. I think joining in that concern is Catherine Twinn, and they will address that
31 with you today.

32
33 We did prepare another draft litigation plan, and I'll just hand that up for reference. We're
34 hoping to get some direction from you today with respect to getting to -- getting us to
35 November 27th and making sure that goes ahead.

36
37 The parties have advised that they think that litigation plan is premature, because they
38 need some direction on procedure. We thought your direction was clear, but we certainly
39 understand the other parties' needs to speak to you about that today. And while I think
40 there's been a bit of a leisurely stroll to getting to today and raising some objections about
41 the procedure around November 27th, we're sincerely asking you to now push the parties

1 to get to November 27th and have that go ahead --

2
3 THE COURT: Yeah.

4
5 MS. BONORA: -- as you have expressed the last time. This
6 litigation has been dragging on and we -- and your time, of course, is very precious and
7 limited in terms of trying to get in front of you. So we're asking you very sincerely to try
8 and get us to that date so that we can have that application on the transfer of assets.

9
10 With respect to Mr. Molstad, I advised you when I was here last that he had some
11 concerns about the application and wanted some time to consider it. He is here today. He
12 will be speaking about becoming an intervenor as -- because, as you know, in the 1982
13 Trust, the trustees of that Trust are the Sawridge First Nation council, chief and council,
14 and there is no one, despite all of the lawyers here today, it's -- it would only be Mr.
15 Molstad and Ms. Sopko who would be representing chief and council. And so in the
16 event that we've --

17
18 THE COURT: Chief and council from --

19
20 MS. BONORA: Sawridge --

21
22 THE COURT: -- 1982.

23
24 MS. BONORA: That's right. Well --

25
26 THE COURT: Or today --

27
28 MS. BONORA: -- it would be --

29
30 THE COURT: -- or --

31
32 MS. BONORA: Yeah. I think that the Trust would be that it
33 would be the chief and council, the current chief and council.

34
35 THE COURT: M-hm.

36
37 MS. BONORA: At any given time.

38
39 THE COURT: M-hm.

40
41 MS. BONORA: That's the way I would read the Trust.

1
2 THE COURT: Okay.

3
4 MS. BONORA: There was a subsequent order that extended the
5 length of time for any trustee so there was continuity, but I think that's the way I would
6 read the Trust, would be --

7
8 THE COURT: Okay.

9
10 MS. BONORA: -- current chief and council.

11
12 The -- in respect of that intervenor application, just in terms of getting to November 27th,
13 we would ask that if, in fact, there is opposition to that, that it be done in writing. The test
14 for becoming an intervenor is obviously not very onerous. There just needs to be an
15 interest in the outcome. So we're hoping that that might be some consensual matter, but
16 in any event, if that has to be determined by you, then we would ask that it be done in
17 writing so there doesn't need to be yet another court application.

18
19 So my last comment, although I'd ask for time to reply if there's anything I need to say, is
20 just that we sincerely ask you to help us with getting to November 27th.

21
22 THE COURT: Okay.

23
24 MS. BONORA: Thank you.

25
26 THE COURT: Mr. Faulds?

27
28 **Submissions by Mr. Faulds**

29
30 MR. FAULDS: Thank you, My Lord. The genesis of this
31 appearance before you is, of course, the remarks that you made on April the 25th.

32
33 THE COURT: Right.

34
35 MR. FAULDS: And in the subsequent discussions between the
36 parties it became clear that the implications of what Your Lordship had said were not --
37 there wasn't necessarily consensus on what those implications were and nor was there
38 agreement on what the procedural way forward was and, as a result of that, we asked our
39 friends if they could arrange this hearing and we're grateful to them for doing so.

40
41 THE COURT: M-hm.

1
2 MR. FAULDS: Just by way of very brief background, the role of
3 the Office of the Public Guardian and Trustee is, of course, to protect the interests of
4 minor beneficiaries who are beneficiaries under the 1985 Trust and its definition of who
5 its beneficiaries are. A reversion to the kind of definition in the 1982 Trust, as was
6 referred to in our brief for April 25, would result in a number of those individuals losing
7 their status as beneficiaries and having an interest in the Trust, because while they fall
8 under the definition of beneficiaries in 1985 in that they would be members of the band if
9 the 19 -- if the 1982 *Indian Act* was still in effect, they are -- would not be beneficiaries
10 under the current definition.

11
12 So the --

13
14 THE COURT: Yeah, I'm not -- I'm not sure I follow that or
15 accept it, but you -- you could well be right, but I would have thought that the breadth of
16 the definition in 1982 is broader than 1985. I -- you -- you know more about it than I, so
17 I'm --

18
19 MR. FAULDS: In certain respects it is, My Lord.

20
21 THE COURT: Yeah.

22
23 MR. FAULDS: But remember the 1985 definition is
24 beneficiaries are persons who would be entitled to membership in the band under the
25 provisions of the *Act* as it read on April the 15th, 1982.

26
27 THE COURT: Yes?

28
29 MR. FAULDS: The way in which membership is determined
30 has changed very dramatically --

31
32 THE COURT: Okay.

33
34 MR. FAULDS: -- since that day, and persons who would have
35 qualified in 1982 and who are beneficiaries on that basis --

36
37 THE COURT: Okay.

38
39 MR. FAULDS: -- are no longer beneficiaries if we revert to the
40 1982 definition which requires actual membership in the band.

41

1 THE COURT: So --
2
3 MR. FAULDS: So this is --
4
5 THE COURT: -- this is -- this is a more complex issue than I
6 would have thought.
7
8 MR. FAULDS: Yeah.
9
10 THE COURT: Not surprisingly, but --
11
12 MR. FAULDS: And that --
13
14 THE COURT: So if you have -- if you have the band
15 membership ebbing and flowing at the discretion of what? Council or --
16
17 MR. FAULDS: Yes.
18
19 THE COURT: -- someone?
20
21 MR. FAULDS: Yes.
22
23 THE COURT: You can take -- add or remove beneficiaries
24 from the Trust, is that what you're telling me?
25
26 MR. FAULDS: Well, what I'm -- what I'm saying is that the
27 1982 definition requires actual membership in the band.
28
29 THE COURT: M-hm.
30
31 MR. FAULDS: And that actual membership in the band is
32 currently determined by -- by the band itself.
33
34 THE COURT: Okay.
35
36 MR. FAULDS: Pursuant -- pursuant to the rules.
37
38 THE COURT: So --
39
40 MR. FAULDS: So there's a --
41

1 THE COURT: -- I -- I accept that there are implications.
2
3 MR. FAULDS: Yeah.
4
5 THE COURT: And I --
6
7 MR. FAULDS: And -- and --
8
9 THE COURT: And I knew there would be when I made my
10 comments. And when I was making my comments, as I -- as I tried to make clear, it was
11 -- it was a concern I was expressing, and I wasn't able to work it out on my own and I
12 need to hear from you on that.
13
14 MR. FAULDS: Yes, and --
15
16 THE COURT: Hear from all of you on that.
17
18 MR. FAULDS: Yes.
19
20 THE COURT: It's a concern.
21
22 MR. FAULDS: And that -- and I -- and I raise that point, My
23 Lord, just to say this is a matter of grave concern --
24
25 THE COURT: Sure.
26
27 MR. FAULDS: -- to the OPGT because of that.
28
29 THE COURT: Okay.
30
31 MR. FAULDS: The second thing --
32
33 THE COURT: Well, we're -- we're not going to deal with it
34 lightly, I can tell you that.
35
36 MR. FAULDS: Yes. The second thing is that -- that there has
37 been, throughout the history of these proceedings, a certain lack of procedural clarity at
38 times which has caused problems, and we are anxious not to replicate that --
39
40 THE COURT: Right.
41

1 MR. FAULDS: -- in these circumstances.

2
3 THE COURT: Yeah.

4
5 MR. FAULDS: And therefore when, as my friend correctly
6 points out, we were unable to agree with the litigation plan that was presented, it was
7 because we felt we needed further direction on exactly what we were litigating, and how,
8 and with who.

9
10 THE COURT: M-hm.

11
12 MR. FAULDS: And that's why again we thought further
13 direction --

14
15 THE COURT: M-hm.

16
17 MR. FAULDS: -- was required.

18
19 So that brings us really to what -- what we're looking for for some further direction on
20 today, and that is this. In Your Lordship's comments on April 25th, you raised questions
21 which -- which concern both the validity of the Consent Order which was entered into in
22 August, of 2016.

23
24 THE COURT: Yeah.

25
26 MR. FAULDS: And the meaning of that Order.

27
28 THE COURT: Well, the consequence, what -- what flows from
29 that Order.

30
31 MR. FAULDS: Exactly.

32
33 THE COURT: Yeah.

34
35 MR. FAULDS: Exactly. And we wanted to note that in the four
36 and a half months since Your Lordship made those observations, no one has -- no party
37 has stepped forward and brought any kind of application to challenge or --

38
39 THE COURT: M-hm.

40
41 MR. FAULDS: -- you know, to set aside or vary in any way --

1
2 THE COURT: Yeah.
3
4 MR. FAULDS: -- that order, and no interested or concerned
5 nonparty has done so either and, therefore, it seemed to us that on the face of it, that order
6 stands, and that the issues which are determined by that order are *res judicata* and that we
7 should not be, when we come back in front of you on -- in November, be arguing about
8 the validity of the litigants or rearguing -- or rearguing what led to that Order, because
9 that's been decided.
10
11 THE COURT: Sure. But what hasn't been decided is what
12 flows from that.
13
14 MR. FAULDS: Right. And so that is -- and we wanted to see if,
15 in fact -- or we wanted to be sure that the parties were proceeding on some sort of
16 common understanding of what was going to happen in November 27th and what was --
17
18 THE COURT: Okay.
19
20 MR. FAULDS: -- on the table, because, of course --
21
22 THE COURT: Right.
23
24 MR. FAULDS: -- you know, the proposed litigation plan has
25 opportunities for filing new affidavits and documents and records, all that kind of thing.
26
27 THE COURT: M-hm.
28
29 MR. FAULDS: And we were concerned that those -- that that
30 not be used to, in effect, relitigate what's already decided.
31
32 THE COURT: Well, there wasn't much litigation involved in
33 that 2016 Order. It was a Consent Order.
34
35 MR. FAULDS: That --
36
37 THE COURT: So we have not wasted a lot of energy on that.
38
39 MR. FAULDS: Well, it is true, My Lord, but the order was
40 supported by a brief.
41

1 THE COURT: Yeah, I read the brief.
2
3 MR. FAULDS: Which -- so it was not -- it was not a bare order,
4 and it was preceded by a great deal of negotiation.
5
6 THE COURT: M-hm. Yeah. Okay.
7
8 MR. FAULDS: And had a great deal of litigation.
9
10 THE COURT: Okay.
11
12 MR. FAULDS: So it was not a -- it was not lightly arrived at.
13
14 So that's that -- but that's the issue that we're concerned about. What is it exactly that we
15 should be addressing when we come back before you?
16
17 THE COURT: M-hm.
18
19 MR. FAULDS: And our view is, quite simply, the Order is what
20 it is, says what it says. In our view, it settles two questions. It settles the fact of the
21 transfer, that the assets were, in fact, transferred.
22
23 THE COURT:
24
25 MR. FAULDS: And it settles the authority of 1982 Trustees to
26 make that transfer.
27
28 THE COURT: H-mm.
29
30 MR. FAULDS: Under the terms of the -- under the terms of the
31 Trust, because that was the subject of the brief that was presented to --
32
33 THE COURT: Okay.
34
35 MR. FAULDS: -- to the Court.
36
37 THE COURT: Well, okay.
38
39 MR. FAULDS: But that -- so we seek that kind of direction
40 from Your Lordship so that we don't go off in very widely divergent directions --
41

1 THE COURT: M-hm.

2

3 MR. FAULDS: -- in terms of what we're putting in front of you

4 --

5

6 THE COURT: M-hm.

7

8 MR. FAULDS: -- in November. And then the last point I just

9 simply wanted to make is we -- we understand Mr. Molstad will wish to be heard and will

10 be bringing some kind of application to participate, and we -- and we haven't seen an

11 application from him so we can't say specifically what our view is, but the one thing we

12 do want to say is the Sawridge First Nation was the engineer of the transfer, and if they

13 are to participate in these proceedings and if there are substantive issues which remain to

14 be resolved --

15

16 THE COURT: M-hm.

17

18 MR. FAULDS: -- we think the terms of such participation

19 should include some kind of obligation, production obligation in relation to those

20 substantive matters. Those are my submissions.

21

22 **Submissions by Ms. Osualdini**

23

24 MS. OSUALDINI: Good morning, My Lord. Osualdini, first initial

25 C. As my friend indicated, we act for Catherine Twinn. She's a former trustee of the

26 1985 Trust. She's continued her party status in this application as though she were a

27 trustee, and carries forward those concerns.

28

29 I echo my friend Mr. Faulds' concerns about the implications of a reversion back to the

30 terms of the 1982 Trust deed. We're aware of many individuals who would be adversely

31 affected and then lose their status as a beneficiary. One of those individuals is actually in

32 the courtroom today, Shelby Twinn. She's an example of an individual who currently

33 qualifies as a beneficiary under the 1985 terms, but is not a member of the First Nation.

34 So she is a practical example of someone who would be affected.

35

36 Sir, we think it might be helpful to reiterate to the Court the party's understanding of the

37 consent order that was entered into in 2016, or at least our understanding. We agree with

38 Mr. Faulds' submissions in terms of procedural clarity. It's very important to our client, as

39 was reiterated by the Court of Appeal in regards to some of the procedural issues that

40 have plagued this litigation, that there be clarity as to what the parties are arguing and

41 what issues are before the Court in this matter.

1
2 So in terms of the 2016 order that Your Lordship has raised query with, your email of
3 April 25th, 2019, that initially flagged this matter for the parties, asked the parties to
4 consider the terms of the consent order and what impact the order has on the Trust. And,
5 Sir, today we can advise the Court that our understanding of the scope of the order is that
6 it approved the irrevocable transfer of assets from the 1982 Trust to the trustees of the
7 1985 Trust to be held pursuant to the terms of the 1985 Trust, and we have not heard any
8 of the parties to this application suggest otherwise. And we do note that in the affidavit of
9 the trustees, of their representative, Paul Bujold, that was before the Court on that
10 application, it expressly says so at paragraph 25 of that affidavit, that what the trustees
11 were seeking is confirmation that the transferred assets are held in trust for the benefit of
12 the beneficiaries in the 1985 Trust.

13
14 So from our perspective, Sir, none of the parties -- or all of the parties appear to be on the
15 same page in terms of what flows, or what the intention of that 2016 Order was.

16
17 THE COURT: M-hm. I guess you'd have to look at the express
18 terms of the Order, what does it actually say, and I don't have it here with me today, but --
19 so I hear you at this time. The best I can do is I hear you.

20
21 MS. OSUALDINI: Yeah, but --

22
23 THE COURT: I know that's your position.

24
25 MS. OSUALDINI: Yeah, and we would just bring that to the
26 Court's attention --

27
28 THE COURT: Sure. Yeah.

29
30 MS. OSUALDINI: -- which is partly, in part, why we seek
31 procedural clarity --

32
33 THE COURT: Yeah.

34
35 MS. OSUALDINI: -- as to what the Court is seeking.

36
37 THE COURT: Yeah.

38
39 MS. OSUALDINI: And we query whether the Court is seeking an
40 application to determine the scope of the 2016 Order before we move forward with other
41 matters.

1
2 THE COURT:

Well, it seems to me that that is the foundation of what we are going to be doing with these assets, these Trust assets. That's a foundational issue. You need to get that dealt with immediately. You may all agree that it's adequately dealt with and you -- I -- but I need to hear from you on that. I -- as I tried to explain last time, I just look at that 2016 Order and to me it doesn't do it, but I'm totally happy to hear from you. And you may persuade me that that was a stamp of approval of the transfer of the assets and a change of beneficiaries from 1982 to 1985. Maybe you can persuade me of that, and as I tried to indicate last time, every one of you knows much, much more about this than I do. I'm just coming in expressing concerns that I saw when I initially looked at it.

12
13 If it was as easy to change the terms of the Trust as to go ahead and do what was done
14 between 1985 and 1985, why don't you just go ahead and do that very same thing again
15 and see how far it gets you. I -- it's -- it strikes me as being a pivotal issue, and we need
16 get that sorted out. Is -- does the -- does the 2016 Order mean that the monies or the
17 assets are transferred from 1982 to 1985 and that those assets are then to be administered
18 under the terms of the 1985 Trust for the benefit of those beneficiaries as described in the
19 1985, or are the 1985 Trustees holding the assets in some form, and I use the term loosely,
20 so I -- without meaning to ascribe any legal definition to it, are they holding it by way of
21 constructive trust for the beneficiaries as defined in the 1982 Trust? It may be -- it may
22 be that it's completely clear. Mr. Faulds seems to indicate that it is, and he could well be
23 right, but as I look at it superficially, I don't see it, but I intend to look at it in great detail.

24
25 So that's where I'm at, and that seems to me to be the core issue that's troubling me at the
26 moment, and it's an issue that we need to sort out before we go any further down the path.
27 This litigation's been going on for a long, long time, and it seems to me that that was an
28 issue that probably should have been dealt with years and years ago, and it may have been
29 dealt with in 2016. It may have been.

30
31 So I don't know that I'm saying anything more than I did on April 25th, but I have that
32 concern. It's a foundational concern. If we can't get by that hurdle, we've got a major
33 problem. If we get by it, then we can go ahead and talk about what we can do to
34 potentially amend the 1985 Trust, but it --

35
36 MS. OSUALDINI:

And, Sir, from a procedural perspective --

37
38 THE COURT:

Yeah?

39
40 MS. OSUALDINI:

-- my understanding is none of the parties to this
41 litigation have brought an application challenging the terms upon which the assets are

1 held. So I think that's an area that we could use procedural clarity on, is what --

2
3 THE COURT:

Well, you can go ahead and continue with the application that is currently before me, that is whether or not the 1985 Trust terms should be modified so as to change the beneficiary, definition of beneficiaries, but as I tried to explain last time, one of the things that's -- if I can't satisfy this foundational problem, one of the options available to me is to say I'm not going to do anything to modify the definition of beneficiary in the 1985 Trust terms, because there are no Trust assets held for the benefit of the 1985 beneficiaries. They're being held for the benefit of 1982 beneficiaries. That's the Trust terms that we need to be dealing with. That's one of the options that's available. So unless we deal with this foundational issue, I'm not going to be able to carry forward and give you a meaningful answer in relation to the modification of the 1985 Trust terms.

14
15 MS. OSUALDINI:

Sir, I hear you describing what perhaps is a mootness issue, whether the issue is moot, but I would draw the Court's -- the Court's attention that the assets of the 1985 Trust are not only comprised of these transferred assets. Mr. Bujold's affidavit speaks to there being other assets transferred --

19
20 THE COURT:

Okay.

21
22 MS. OSUALDINI:

-- after the fact. So it's not a mootness issue.

23
24 THE COURT:

Transferred from where?

25
26 MS. OSUALDINI:

It doesn't indicate, but it does say that there's other assets. So I guess in terms of procedural clarity, is there an application that needs to occur on this transfer issue prior to getting to the jurisdiction issue?

29
30 THE COURT:

Well, I -- you know, I'm not sure. We could probably deal with both of them at the same time, but at some point I need that argument and I'm going to -- I'll give you a decision on it.

33
34 MS. OSUALDINI:

And then some other issues may arise out of this, My Lord, in terms of beneficiary participation, because this has now really changed the complexion of what the jurisdiction application was initially thought to be when those submissions were made, because for individuals like Shelby Twinn --

38
39 THE COURT:

Yeah.

40
41 MS. OSUALDINI:

-- this could be a life changing --

1
2 THE COURT:

Yeah, sure.

3
4 MS. OSUALDINI:

-- decision for her. Presently the beneficiaries are not represented by counsel, so this may, in terms as -- as we're talking about litigation plans, involve an issue where these beneficiaries require participation and some rights to be heard on this.

8
9 And then I guess in term -- you know, in terms of Mr. Molstad's participation, there isn't an application before us, so it would be very preliminary to comment on his involvement, but there may be other applications that need to flow if the First Nation becomes involved. We do note to the Court that the Chief of the First Nation is also a trustee which will likely create some issues if they're taking an adverse position to the beneficiaries of the 1985 Trust.

15
16 THE COURT:

Okay. Mr. Molstad?

17
18 **Submissions by Mr. Molstad.**

19
20 MR. MOLSTAD:

Thank you, Mr. Justice Henderson.

21
22 We represent the Sawridge First Nation, instructed by council of the Sawridge First
23 Nation as they exist today, and on August 29th of this year we sent a letter to all legal
24 counsel that are before the Court advising that the Sawridge First Nation will be applying
25 to intervene in the jurisdiction application scheduled for November 27th.

26
27 We have a copy of that letter and we have not produced it, but we're prepared to produce
28 it. But we advised counsel in that letter that the position that the Sawridge First Nation
29 would be advancing would be that if the Consent Order of August 24th, 2016, stands, the
30 assets in the 1985 Trust must remain subject to the terms of the 1982 Trust which
31 prohibits their use for anyone other than the present and future members of the Sawridge
32 First Nation. We also advised them that, in the alternative, we would be advancing the
33 position that if the Consent Order stands, any jurisdiction to amend the beneficiary
34 definition in the 1985 Trust is restricted to making it consistent with the beneficiary
35 definition in the 1982 Trust which, as you know, is for the members of the Sawridge First
36 Nation. And in the alternative, in the further alternative, we advised that if the Consent
37 Order is not valid and does not bind the Sawridge First Nation, then the Court should
38 order that there was no effective transfer of the assets and that those assets remain in the
39 1982 Trust.

40
41 We would propose that, subject to the Court's direction, that the application to intervene

1 that we file be heard, be made in writing and be heard on that basis. We've asked counsel
2 if they would be prepared to consent, but in light of the short notice, we understand that
3 they would want to see the application before they provide us with a response.
4

5 And I would just add that I know Mr. Faulds has advised you of his view in terms of the
6 definition of beneficiary under the 1985 Trust. I can tell you that we don't agree with that,
7 but that's a matter that you'll be addressing in the future in terms of the respective
8 positions of the parties.
9

10 So we will be making an application to intervene, and we would appreciate your direction
11 as to whether that application should be dealt with in writing.
12

13 THE COURT: Well, Mr. Molstad, what about the issue of
14 conflict that your friend has raised? If it is the case, and I know you may not agree with
15 this, but if it is the case that there are some beneficiaries of the 1985 Trust who would
16 lose their status if the assets are held subject to the terms of the 1982 Trust, do you, acting
17 on behalf of the band, have a conflict with respect to those people, or not?
18

19 MR. MOLSTAD: Well, we're talking about people that are or not
20 members, and we're talking about --
21

22 THE COURT: Well, I'm hearing Mr. Faulds say, and this is
23 new to me so I'm not --
24

25 MR. MOLSTAD: Right.
26

27 THE COURT: -- not really totally understanding, but in broad
28 terms he's saying if these assets are held subject to the terms of the 1982 Trust for people
29 who are currently beneficiaries under the definition of the 1985 Trust who will lose that
30 status --
31

32 MR. MOLSTAD: And --
33

34 THE COURT: -- those people -- those people's rights are being
35 affected by what we're doing here today or what we will likely do in November.
36

37 MR. MOLSTAD: Yeah. And what I -- what I can --
38

39 THE COURT: You know, do --
40

41 MR. MOLSTAD: Yeah.

1
2 THE COURT: -- do they need representation and --
3
4 MR. MOLSTAD: What I can tell you is that generally speaking,
5 and I'd have to get instructions, the Sawridge First Nation takes the position that there are
6 some who should be grandfathered in terms of continuing to be beneficiaries, but I would
7 have to get specific instructions in terms of who.
8
9 THE COURT: Okay.
10
11 MR. MOLSTAD: And when they would, in fact, qualify for that
12 grandfather, but the Sawridge First Nation does not take the position that the beneficiaries
13 of the 1985 Trust will continue to grow, notwithstanding they're not members of the
14 Sawridge First Nation.
15
16 THE COURT: Okay.
17
18 MR. MOLSTAD: Thank you, Sir.
19
20 THE COURT: Mr. Faulds?
21
22 **Discussion**
23
24 MS. BONORA: Sir, I wonder if I might just address the last --
25
26 THE COURT: Sure.
27
28 MS. BONORA: -- comment? In respect of those beneficiaries
29 that are not -- that may not be beneficiaries under 1982, that's exactly true in terms of
30 what Mr. Faulds has said. I think there's sort of a Venn diagram of people who are
31 members, nonmembers and where they fit in terms of beneficiaries. So there is a group of
32 people who would not be members and, thus, not -- as we read it, potentially not
33 beneficiaries under the 1982 Trust.
34
35 In terms of who represents them or who speaks on their behalf, we have always taken the
36 position that as trustees of the 1985 Trust, we represent those people and we are speaking
37 on their behalf. You've obviously heard Ms. Osualdini speak eloquently about the fact
38 that she's very concerned about Shelby Twinn. The OPGT has concerns about those
39 people. So I think all of those beneficiaries --
40
41 THE COURT: Okay.

1
2 MS. BONORA: -- who might be left behind, are -- have a voice
3 --
4
5 THE COURT: Someone is speaking for them.
6
7 MS. BONORA: -- at this table. In addition, in the litigation
8 plan, to address another concern of Ms. Osualdini's, number 9 has the participation of
9 beneficiaries or potential beneficiaries to file written submissions not to exceed five pages
10 in respect of any position they want to put forward, and we have had that in litigation
11 plans before and they have filed materials. So there is an opportunity --
12
13 THE COURT: Yeah.
14
15 MS. BONORA: -- for their participation in respect of that.
16
17 The other issue on the conflict, my understanding is the Chief has been very concerned
18 about his role as Chief and as Trustee, has sought counsel in respect of when he should
19 act and has been very careful not to be involved in the issue on both sides of that table.
20 That's my understanding.
21
22 So then finally I guess in reply, we're asking that you approve our litigation plan so that
23 we can move forward, and use your comments that you made on April 25th and today in
24 respect of the issues that are before the Court.
25
26 THE COURT: I guess that step 1 is to determine whether or not
27 Mr. Molstad's application can be made in writing. Does anyone have any issue with
28 respect to that? Can that be dealt with in writing, or do we need a hearing on that?
29
30 MR. FAULDS: I think the -- from the -- from the position of the
31 OPGT, the primary issue is what are the terms of that going to be?
32
33 THE COURT: You want some disclosure.
34
35 MR. FAULDS: Yeah, exactly.
36
37 THE COURT: Disclosure vis-a-vis what?
38
39 MR. FAULDS: Disclosure vis-a-vis whatever the issues are that
40 are --
41

1 THE COURT: Okay. Well, we're going to come around to, I
2 think, clearly defining what issue we're going to be dealing with --

3
4 MR. FAULDS: Right.

5
6 THE COURT: -- on --

7
8 MR. FAULDS: Yes.

9
10 THE COURT: -- November 27th, or whatever day has been
11 booked.

12
13 MR. FAULDS: Just --

14
15 THE COURT: November 27th.

16
17 MR. FAULDS: Just so Your Lordship understands, the Consent
18 Order of 2016 was preceded by an enormous amount of argument concerning potential
19 production by the First Nation. That got short circuited when the parties all con -- agreed
20 to --

21
22 THE COURT: Okay. All right.

23
24 MR. FAULDS: -- consent to the terms of that order, and we
25 never finished that -- finished that up. So that's been kind a kind of an issue that's been
26 under the surface for quite a while.

27
28 MS. BONORA: Sorry, Mr. Faulds, I -- I appreciate you haven't
29 been involved, but there was an extensive application on production of records, so it
30 wasn't short circuited by this order. That application was made by the Public Trustee, so
31 --

32
33 MS. HUTCHISON: With respect, Sir, the 513 application about
34 assets was withdrawn on the basis of this consent order being negotiated.

35
36 MR. FAULDS: That's what I meant by short circuited.

37
38 MS. BONORA: That is not my recollection, but in any event, I'm
39 just going to hand you the Consent Order in case you want to take a look. I mean, the -- I
40 think it's important to know that, certainly I agree with Mr. Faulds, that an extensive
41 amount of negotiation in respect of that order, especially with respect to --

1
2 MR. FAULDS: Yeah.

3
4 MS. BONORA: -- leaving open certain issues. So if you see the
5 whole issue around the accounting with respect to the assets being transferred in, so
6 there's no question we were trying to get an approval of the transfer, but I think it's
7 important that the Court is aware in looking exactly at that order, that it wasn't just a
8 simple order saying the transfer is done; that the parties were very concerned about
9 leaving open the whole question around accounting, and that, of course, can leave open
10 many issues. So I just want to make sure that that was -- that everyone was aware of that.
11 In any event, those are my submissions.

12
13 MR. FAULDS: And, My Lord, if I -- if I might just conclude the
14 remark I was making, and I appreciate Mr. Bonora's comment. The other thing relating to
15 Mr. Molstad's application is this. He indicated when he set out the various kind of suite
16 of possible arguments or positions that would be advanced, one of them, as I heard him
17 describe it, was that the transfer of assets from the 1982 to the 1985 Trust be, in effect, I
18 don't know if he used the word vacated or not to -- to be null or something of that sort, as I
19 -- as I understood it, that would fly in the face of the order which has been consented to
20 and which stands and would involve an application of a nature that's, you know --

21
22 THE COURT: Well, I think -- I mean, I heard Mr. Molstad, but
23 the practical reality is we have an Order of the court which has not been subject to appeal.
24 No one has applied to set it aside. The Order is there and there's nothing I can do about it
25 other than look at the Order and try to determine what consequences flow from it. When
26 the Order says that the transfer of assets from 1985 to 1982 is approved, it's approved, so
27 the assets are here to there. On what terms are those assets then being held?

28
29 MR. FAULDS: Right.

30
31 THE COURT: Are they being held subject to 1985 or subject to
32 1982? That's the issue for me.

33
34 MR. FAULDS: And I appreciate Your Lordship's setting that
35 out clearly. My concern was that if Mr. Molstad seeks the kind of relief to which he
36 referred, that might actually involve an application to set aside the Order.

37
38 THE COURT: Well, when -- if there's an application, I will
39 deal with it. Right now there's no application.

40
41 MR. FAULDS: Right, and --

1
2 THE COURT: He's, as I understand it, seeking status to
3 intervene on the jurisdictional issue which has, as part of it, the issue I raise that -- and
4 that that relates to the transfer of assets from 1982 to 1985.
5
6 MR. FAULDS: In the circumstances, My Lord, I think the
7 OPGT would prefer not to commit itself to any particular approach until we've seen Mr.
8 Molstad's intervention --
9
10 THE COURT: Okay.
11
12 MR. FAULDS: -- application and know **its** scope.
13
14 THE COURT: Okay. Well, listen. That -- when can you file
15 your application, Mr. Molstad?
16
17 MR. MOLSTAD: The -- I believe the litigation plan provides for it
18 to be filed by September 27th.
19
20 THE COURT: And is that with a brief?
21
22 MR. MOLSTAD: Well, that would be with a motion and an
23 affidavit in support.
24
25 THE COURT: Okay. Well, I think Mr. Faulds needs to have
26 something more substantial from you to explain why you think you're entitled to
27 intervene.
28
29 MR. MOLSTAD: Well, we can -- we can include the brief at that
30 time.
31
32 THE COURT: That wouldn't be a very lengthy brief, it seems
33 to me.
34
35 MR. MOLSTAD: Sure.
36
37 THE COURT: And then he would be able to tell you whether
38 he -- we need a hearing --
39
40 MR. MOLSTAD: Right.
41

- 1 THE COURT: -- on the issue.
- 2
- 3 MR. MOLSTAD: We'll file the motion, the **affidavit** and the **briefs**
- 4 --
- 5
- 6 THE COURT: Okay.
- 7
- 8 MR. MOLSTAD: -- on the 27th.
- 9
- 10 THE COURT: Good. And then say a **week** later any of the
- 11 parties can let me know whether or not you need an oral hearing on **that**, and if you need
- 12 an oral hearing, we'll deal one -- deal with it in mid-October some time. It's -- it will be a
- 13 short hearing, I'm thinking. So you can contact my assistant and say you need a time at
- 14 8:45 one morning, knowing **that I will be gone by 10**. So the 15th or 16th or 17th or 18th
- 15 of October, if need be, but if you all agree that we can deal with it in writing, I'll just give
- 16 you a response. Okay?
- 17
- 18 MR. FAULDS: That would certainly be agreeable.
- 19
- 20 THE COURT: Good. So that the second major issue that we've
- 21 got to deal with today is defining with precision what it is we're going to do on November
- 22 27th, and really there are two options. One is whether we're going to deal with a whole
- 23 suite of issues relating to the jurisdictional question, or whether we're going to target this
- 24 one issue. Those are -- those are the two options.
- 25
- 26 So the first option is to deal with it narrowly. The question that would be put, presumably
- 27 someone would file a motion, and I don't know, the Trustees perhaps would file a motion
- 28 to have the issue of the meaning and consequences that flow from Justice Thomas' order
- 29 of August 24th, 2016, specifically with respect to whether or not **after** the transfer of
- 30 assets to the 1985 Trust, those assets are being held subject to the terms of the 1985 Trust,
- 31 or whether they're being held subject to the terms of the 1982 Trust.
- 32
- 33 MS. BONORA: Sir, we'll take that on to file a motion in respect
- 34 of those questions to be answered.
- 35
- 36 THE COURT: So that's the first option. The second option is
- 37 we try to deal with that, as well as everything else that we had originally planned to deal
- 38 with, and then if -- now, I can tell you this before you make submissions on that. If you
- 39 were to phone down today to book a time, January and February and March, the calendar
- 40 hasn't been set for that, so you could jump the cue by booking a date in January. So you
- 41 could -- you -- we could deal with a narrow issue on November 27th, and you could come

1 back fairly quickly to deal with the jurisdictional issue once I've given a decision with
2 respect to what I would describe as the fundamental problem I've been having.

3
4 MR. FAULDS: Might I -- might I suggest, My Lord, that
5 dealing with the -- with the narrow issues you've described with the motion which my
6 friends will file, it would seem to be perhaps more logical since, depending on the
7 outcome of that motion, the jurisdiction -- what we are arguing about on jurisdiction may
8 or may not be there. And so I -- I'd submit that doing it sequentially, and hopefully in
9 short order, would be the -- would be the preferable course.

10
11 THE COURT: Well, as I say, we're -- the timing is good,
12 because the spring schedule hasn't been set. So if you -- if you were to book a day in the
13 next few days, there would be no problem getting a quick -- and you could book a full
14 day.

15
16 MS. BONORA: We agree to the sequential, as well. We think
17 that's the appropriate way to deal with things.

18
19 THE COURT: Mr. Molstad? Yeah, I know you're not a party
20 to this --

21
22 MR. MOLSTAD: We -- yeah, we're not a party.

23
24 THE COURT: -- just yet, but --

25
26 MR. MOLSTAD: But we would agree with that too, Sir.

27
28 MS. OSUALDINI: And, Sir, we also agree with it being dealt with
29 sequentially.

30
31 THE COURT: Okay.

32
33 MS. OSUALDINI: I should also draw to the Court's attention, now
34 that we have more clarity in terms of what we're arguing in November is that we
35 potentially have a relevant witness, Maurice Cullity, who was the lawyer behind the
36 drafting who might be available to give *viva voce* evidence on the matter, because if the
37 Court's looking at --

38
39 THE COURT: Well, I'm just wondering how that evidence
40 would be relevant in terms of the issue that I'm trying to deal with.

41

1 MS. OSUALDINI: Well, my understanding, sir, of the direction is
2 that first we'll be analyzing whether the issue was dealt with by the 2016 order.
3
4 THE COURT: Right.
5
6 MS. OSUALDINI: And if it's not dealt with by the two-six -- the
7 2016 order, then -- then how are the assets being held? So the architect of the transfer, the
8 lawyer behind it may have additional information as to the intention and how the matter
9 was structured.
10
11 THE COURT: Yeah, he might have some information.
12 Whether that's admissible or not I guess is another question, but --
13
14 MS. OSUALDINI: But we just draw that -- for now we just draw
15 that to the Court's attention, that there may be an application for *viva voce* evidence.
16
17 THE COURT: Do we have a full day booked for November
18 27th?
19
20 MS. BONORA: No, just an afternoon, Sir.
21
22 THE COURT: Okay.
23
24 MS. BONORA: I wonder if it has to be *viva voce*? I mean, then
25 we have to have some kind of -- we can't just have a surprise witness with not knowing
26 what he's going to say. I wonder if that's absolutely necessary and relevant, whether it can
27 be done by affidavit so that we can have questioning before? And it can be done -- most
28 of the evidence in this whole matter has been done by affidavit evidence. I'm not sure
29 why it would be necessary. It's not going to be a credibility issue, I'm guessing. So if it's
30 informational, it could be done by affidavit.
31
32 THE COURT: Well, we are not going to be having time for
33 *viva voce* evidence if we have half a day booked for November 27th. That just isn't
34 feasible. Is there a problem doing it by way of affidavit?
35
36 MS. OSUALDINI: Sir, the problem is is Mr. Cullity is likely the
37 Trustee's witness, because he was an advisor to the Trustees. So I imagine he'd probably
38 have confidentiality or privilege concerns with providing an affidavit to an -- at this point
39 in time, a non-Trustee. So perhaps the only way for my client to be able to obtain his
40 evidence is to have him directed to give *viva voce* evidence, because the Trustees are
41 certainly able to talk with him and gain information from him. We could perhaps deal

1 with it by way of affidavit if we had consent of the Trustees to allow him to speak freely
2 to our client about -- about what occurred on the transfer.

3
4 THE COURT: Mr. Molstad?

5
6 MR. MOLSTAD: Oh, I don't -- I'm sorry. I was just speaking to
7 my friend --

8
9 THE COURT: M-hm.

10
11 MR. MOLSTAD: -- that the Trustees may want to speak to Mr.
12 Cullity.

13
14 THE COURT: Yeah.

15
16 MS. BONORA: Yeah, this is surprise to us. We're -- I -- so I
17 don't have -- I really can't say. I don't know that the *viva voce* evidence releases him from
18 his obligations to solicitor-client privilege. So I'm not sure what the difference would be,
19 but I certainly can't give you my decision on that now. I don't think he's a relevant
20 witness to the issue you've addressed at this point, but I can certainly consider it and
21 speak to my friend in terms of what she thinks would be important for him to testify to.

22
23 THE COURT: Well, listen. Why don't -- why don't I leave that
24 issue with you and if you can't sort it out, get right back to me.

25
26 MS. BONORA: Thank you, Sir.

27
28 THE COURT: And we'll find time to see you.

29
30 MS. BONORA: Thank you, Sir.

31
32 MR. FAULDS: In a way, My Lord, the question is whether the
33 -- whether evidence about what the parties thought they were doing in 1985 is now
34 relevant to the interpretation of the order that approved what they did in 1985.

35
36 THE COURT: M-hm. Yeah. I -- yeah, and I hear you, yeah,
37 but if someone wants to put forward evidence, they're entitled to make submissions as to
38 whether or not they should do that, and I'll make a ruling as to whether or not that
39 evidence is admissible.

40
41 But so the best we can do on that is to leave that in the air. If you can sort it out in the

1 next week or two, good. If you can't sort it out, come back and see me at 8:45 one
2 morning and we'll deal with that discrete issue, but in the -- in the interim, we will then
3 deal on November 27th with the single narrow issue and that is what flows from the order
4 of Justice Thomas on August 24th, 2016, and whether, as a result of that order, the Trust
5 assets are held subject to the terms of the 1985 Trust, whether the beneficiaries as
6 described in the 1985 Trust are actually the beneficiaries of these Trust assets, and
7 whether that took away the Trust obligation that existed in the 1982 Trust.

8
9 MS. BONORA: Sir, and I wonder if the -- with respect to the
10 balance of the litigation plan, subject to Mr. Cullity, although he might fit in the litigation
11 plan if he files an affidavit, I wonder if the rest of the litigation plan can, in fact, be dealt
12 with just so we have a plan to get to November 27th, and we know that if parties are
13 going to be failing any other materials, then we have a date for that and a plan to get to
14 November 27th.

15
16 THE COURT: Okay. So are there concerns here? The
17 problem is we don't know if Mr. Molstad is going to be participating and we won't know
18 that probably until some time in early to mid-October. That's the problem.

19
20 MS. HUTCHISON: My Lord, we would suggest the most efficient
21 process would be to get Mr. Molstad's application, to get the Trustee's application that
22 you directed the morning.

23
24 THE COURT: M-hm.

25
26 MS. HUTCHISON: The parties will evaluate that and then prepare
27 an appropriate litigation plan to submit to you.

28
29 THE COURT: So if we look at this narrow issue that we're
30 going to deal with on November 27th, I mean, I can't see that there's going to be more
31 affidavit evidence on that issue. It's a question of looking at what has previously been
32 filed that went before Justice Thomas, and trying to interpret the terms of his order. So I
33 can't see any additional evidence being required here. Am I wrong about that?

34
35 MS. HUTCHISON: My Lord, I think that's unclear, and certainly
36 until we see Sawridge First Nation's affidavit, the Court will be unaware, of course, of the
37 513 application the OPGT had brought on assets, but there was a desire, there was an
38 identified need at that point in time to seek additional evidence around what had occurred
39 in the transfer. It became unnecessary once the matter was dealt with by consent. So I --
40 I'm not confident in being able to say to you today that there is no other evidence, and I
41 don't think we'll know that until we see affidavits.

1
2 THE COURT: Okay. And we -- and we won't see that then
3 until October 4th which is the Trustee's deadline for filing the application. Okay?
4
5 MS. BONORA: So we'll --
6
7 THE COURT: And we still -- we still don't know what's going
8 on with Mr. Molstad on October 4th, in all likelihood.
9
10 MS. BONORA: Correct. We'd like an opportunity to just get the
11 transcript from today before we file the application so we can incorporate --
12
13 THE COURT: Sure.
14
15 MS. BONORA: -- some of the language --
16
17 THE COURT: Yeah.
18
19 MS. BONORA: -- which I think is possible in a week. So if we
20 have ten days to file our application, we'll do that in ten days.
21
22 THE COURT: Okay. So that would take us to mid-September
23 some time?
24
25 MS. BONORA: Correct, yeah. The 13th of September, m-hm.
26
27 THE COURT: Okay. So then we need a time for response
28 which I think is what Ms. Hutchison is concerned about. So --
29
30 MR. FAULDS: It would seem, My Lord, that if we have the
31 Trustee's application by mid-September and we have Mr. Molstad's application by
32 September 27th, then we will know the parameters of what is being sought to be done and
33 whether are not, in the views of the other parties, other evidence may or may not be
34 required. So it would seem after September 27th we'll be in a position to evaluate.
35
36 THE COURT: So just so that we -- there's no risk of this thing
37 going off the rails for November 27th, if Mr. Molstad files his application and if I deal
38 with it in written form and give a decision, say, for example, I approved his participation
39 as an intervenor, for the November 27th application, would you be seeking disclosure for
40 that narrow application? And, if so, can you tell Mr. Molstad what it is you want?
41

1 MR. FAULDS: No, I don't think we'd be seeking disclosure for
2 that.
3
4 THE COURT: Okay. So --
5
6 MR. FAULDS: I think it's disclosure --
7
8 THE COURT: -- that would be for --
9
10 MR. FAULDS: -- flowing from whatever terms of interventions
11 he's granted.
12
13 THE COURT: Okay.
14
15 MR. FAULDS: Yes.
16
17 THE COURT: So we -- if we follow that path, we would -- we
18 would lead to November 27th without any real difficulty.
19
20 MS. HUTCHISON: And, Sir, just to reiterate, as you had said, all
21 the parties will notify you one week after September 27th in respect of the intervenor
22 status of Sawridge First Nation.
23
24 MR. FAULDS: My Lord, I may have misheard the dates. What
25 I intended to convey was we're not seeking disclosure of anything from Mr. Molstad prior
26 to his September 27th intervention application.
27
28 THE COURT: Oh, I thought -- I thought November 27th. That
29 was my question.
30
31 MR. FAULDS: Right. Right, yes. We are seeking -- depending
32 upon what he seeks by way of intervention, we may be seeking disclosure obligations
33 from him for the purpose of the November 27th hearing, but that depends on what he -- on
34 the scope of his intervention application, what it is he's seeking to do and what positions
35 he wants to advance and whether or not those trigger the need for further disclosure. So
36 we won't know whether or not we need to seek disclosure from him until we see his
37 intervention application.
38
39 THE COURT: I -- that's fine, but what you're -- what you're
40 telling me is that November 27th is looking like it's in risk.
41

1 MR. FAULDS: I'm not sure, My Lord, that that -- that that
2 necessarily knows depending upon -- we would see if, in our view, his intervention
3 application triggers a need for disclosure for the purposes of the ultimate hearing, that
4 would be part of our response to his intervention application which would be ruled upon
5 by Your Lordship, and then whatever disclosure would happen in the run-up to the
6 hearing. That -- that's how -- that's all we're trying to -- trying to suggest.
7

8 MS. BONORA: Sir, just with respect to disclosure, Mr. Faulds
9 has said a couple of things this morning that I think are important to clarify. Mr. Faulds
10 said Sawridge First Nation was the engineer of the transfer, but that -- we have to
11 remember that Sawridge First Nation is a different entity. It was the 1982 Trustees that
12 engineered the transfer, and the 1985 Trustees received that transfer of assets. So it's in
13 the Trust concept and construct that this transfer occurred, and it would be Trust
14 documents which we believe have all been produced, because we produced not only
15 significant affidavits, but an Affidavit of Records in respect of this. And so I caution -- I
16 just want it on record that we are cautioning the parties about going behind the Trust to
17 the Sawridge First Nation, because this is a Trust issue.
18

19 MS. HUTCHISON: My Lord, with respect, and clearly this morning
20 is not to argue about production and scope of production, but the evidence that did
21 become very clear in the last discussion around asset -- asset transfer and production of
22 documents is that the former solicitor for the Trust, Mr. Fennell, put his entire file in the
23 hands of the Sawridge First Nation, the Sawridge companies, not the Trust. And so we've
24 really -- the OPGT is very hopeful, in fact, that we're not about to reopen discovery, but
25 the reality is we've put production and discovery of the asset transfer issue to bed with the
26 consent order, without fully exploring it, and so I simply have to disagree a bit with our
27 friend.
28

29 We also know that Sawridge First Nation was very involved in that 1982 to 1985 Trust
30 transfer. It's not quite as simple as it just being a Trust process, Sir.
31

32 MR. FAULDS: May I just add, My Lord, that we heard and
33 appreciate your comment that this may well be an issue for which evidence is not
34 relevant, and the -- and or not required, and so we understand that. If, for example, the
35 Sawridge First Nation were to bring forward an intervention application in which it
36 sought, say, to set aside the consent order, then -- then, you know, new -- that that may
37 trigger, you know, requirements for further evidence, disclosure and so forth. If, on the
38 other hand, they seek simply to add additional argument or argue from their perspective
39 on the interpretation consequences of the consent order, that's a -- that's a very different
40 thing. That's why I -- that's why I simply kind of wanted to reserve the position that
41 depending on what we see in their intervention application, you know, it may be that there

1 -- that there's some kind of disclosure required.

2

3 THE COURT: Okay. Well, when Mr. Molstad files his
4 materials, we will know, but -- so, Mr. Molstad, it looks to me like when you file your
5 materials, you're going to need to apply for intervention status and explain in a little more
6 detail exactly what it is you are seeking, particularly --

7

8 MR. MOLSTAD: Absolutely. Yeah, we will be doing that, Sir.

9

10 THE COURT: Particularly, I'm hearing Mr. Faulds say, do you
11 have any intention of attempting to set aside the order of Justice Thomas? So if you -- if
12 that's your intention, say so clearly so that Mr. Faulds can then respond.

13

14 MR. MOLSTAD: We will do that, Sir.

15

16 THE COURT: Okay, good. Good. So do we know -- now
17 know we're going leading to November 27th? I would really like to keep that date and do
18 something to move this thing along. It's time. This action is now ripe and needs to --
19 needs to get forward.

20

21 MS. BONORA: Sir, I think we have a number of dates from you
22 and I think the parties have said they'd like some time to consider the applications. So
23 perhaps if -- with your indulgence, if we have trouble scheduling, we can come back at
24 8:45 again.

25

26 THE COURT: Okay. Yeah, just --

27

28 MS. BONORA: After we have -- deal with these first dates that
29 you've set.

30

31 THE COURT: Please do that, yeah. We will --

32

33 MS. BONORA: Thank you.

34

35 THE COURT: We will make time for you sometime someplace
36 somewhere.

37

38 MS. BONORA: Thank you so much, Sir.

39

40 THE COURT: Okay.

41

1 MS. BONORA:

Thank you for hearing us this morning.

2

3 THE COURT:

Nothing else? No? Okay. Thank you very

4 much.

5

6 THE COURT CLERK:

Order in court.

7

8

9

10 PROCEEDINGS CONCLUDED

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1 **Certificate of Record**

2
3 I, Morag O'Sullivan, certify that this recording is the record made of the evidence in the
4 proceedings in the Court of Queen's Bench held in courtroom 315 at Edmonton, Alberta,
5 on the 4th day of September, 2019; that I, Morag O'Sullivan, was the court official in
6 charge of the sound-recording machine during the proceedings.
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1 **Certificate of Transcript**

2
3 I, Deborah Jane Brower, certify that

4
5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the
6 best of my skill and ability and the foregoing pages are a complete and accurate transcript
7 of the contents of the record, and

8
9 (b) the Certificate of Record for these proceedings was included orally on the record and
10 is transcribed in this transcript.

11
12 Deborah Jane Brower, Transcriber.

13 Order Number: AL-JO-1003-9075

14 Dated: September 5, 2019
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TAB T

COURT FILE NUMBER 1103 14112

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

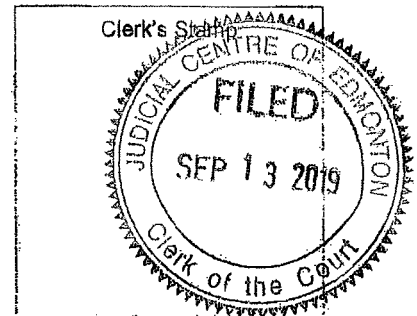
IN THE MATTER OF THE SAWRIDGE
BAND INTER VIVOS SETTLEMENT
CREATED BY CHIEF WALTER PATRICK
TWINN, OF THE SAWRIDGE INDIAN
BAND, NO. 19 now known as SAWRIDGE
FIRST NATION ON APRIL 15, 1985 (the
"1985 Sawridge Trust")

APPLICANT ROLAND TWINN, MARGARET WARD,
TRACEY SCARLETT, EVERETT JUSTIN
TWIN AND DAVID MAJESKI, as Trustees
for the 1985 Sawridge Trust ("Sawridge
Trustees")

DOCUMENT APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT Dentons Canada LLP
2500 Stantec Tower
10230 - 103 Avenue
Edmonton, AB T5J 0K4

Attention: Doris C.E. Bonora and Michael S Sestito
Telephone: (780) 423-7100
Fax: (780) 423-7276
File No: 551860-001-DCEB



This is Exhibit " H " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this 24TH day
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta

MICHAEL R. MCKINNEY Q.C.
BARRISTER & SOLICITOR

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: **Wednesday, November 27, 2019**
Time: **10:00 a.m.**
Where: **Law Courts, 1A Sir Winston Churchill Square,
Edmonton, Alberta T5J 0R2**
Before Whom: **The Honourable Mr. Justice J.T. Henderson**

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. Determination and direction of the affect of the consent order made by Mr. Justice D.R.G. Thomas pronounced on August 24, 2016 (the "**2016 Order**") respecting the transfer of assets from the Sawridge Band Trust dated April 15, 1982 (the "**1982 Trust**") to the Sawridge Band Inter Vivos Settlement dated April 15, 1985 (the "**1985 Trust**"), more particularly described below.
2. Determination of the sufficiency of service of the 2016 Order.
3. Alternatively, the determination of the ability to perform a subsequent trust to trust transfer, similar to what was approved by the 2016 Order.

Grounds for making this application:

4. In 1982, the Sawridge Band decided to establish a formal trust in respect of property held in trust by individuals on behalf of the present and future members of the Sawridge band. On April 15, 1982, a declaration of trust establishing the 1982 Trust was executed.
5. On April 15, 1985, the trustees of the 1982 Trust resolved to transfer the assets of the 1982 Trust to the 1985 Trust (the "**1985 Transfer**").
6. In 2016, the Sawridge Trustees, the Office of the Public Guardian and Trustee and Catherine Twinn (collectively, the "**Parties**") agreed to the terms of the 2016 Consent Order respecting the 1985 Transfer.
7. On April 25, 2019, the Parties appeared before His Lordship Mr. Justice Henderson who advised of some concerns with respect to the 1985 Transfer, the consequences of the 2016 Order and the service of the 2016 Order.
8. On September 4, 2019, His Lordship Mr. Justice Henderson invited a party to draft and file an application to determine: "what flows from the 2016 Order, and whether, as a result of that order, the Trust assets are held subject to the terms of the 1985 Trust, whether the beneficiaries as described in the 1985 Trust are actually the beneficiaries of these Trust assets, and whether that took away the Trust obligation that existed in the 1982 Trust." (Transcript of Proceedings – September 4, 2019 26:3-8).
9. His Lordship also commented: "If it was as easy to change the terms of the Trust as to go ahead and do what was done between 1985 [sic] and 1985, why don't you just go ahead and do that very same thing again and see how far it gets you." (Transcript of Proceedings – September 4, 2019 13:13-15)
10. The Sawridge Trustees have volunteered to file the within application, consistent with The Court's invitation.

Material or evidence to be relied on:

11. Affidavits previously filed in this action;
12. Questionings filed in this action;
13. Undertakings filed in this action;
14. Affidavits of records and supplemental affidavits of records in this action;
15. Such further material as counsel may further advise and this Honourable Court may permit.

Applicable rules:

16. *Alberta Rules of Court*, Alta Reg 124/2010, Rules 4.11, 4.14, 6.3,
17. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts, regulations and Orders:

18. *Trustee Act*, RSA 2000, c T-8, as amended;
19. Various procedural orders made in the within action;
20. Such further and other acts, regulations, and orders as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

21. None.

How the application is proposed to be heard or considered:

22. In person before the Case Management Justice.

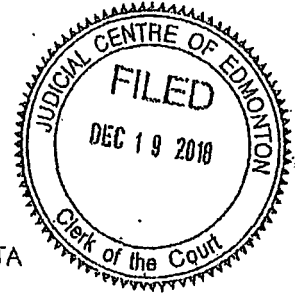
WARNING

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 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 applicant(s) a reasonable time before the application is to be heard or considered.

EXHIBIT "I"

TAB U

Clerk's stamp:



COURT FILE NUMBER

1103 14112

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

This is Exhibit " I " referred to
in the Affidavit of

DARCY TWIN

Sworn before me this **24TH** day
of **SEPTEMBER**, 20**19**

A Commissioner for Oaths in and for Alberta

MICHAEL R. McKINNEY Q.C.
BARRISTER & SOLICITOR

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 SAWRIDGE FIRST NATION ON APRIL 15, 1985
(the "1985 Trust") and the SAWRIDGE TRUST ("Sawridge
Trust")

ROLAND TWINN, MARGARET WARD, BERTHA
L'HIRONDELLE, EVERETT JUSTIN TWINN AND DAVID
MAJESKI, as Trustees for the 1985 Trust ("Sawridge
Trusts")

DOCUMENT

CONSENT ORDER (Hearing of Jurisdictional Question)

DATE ORDER PRONOUNCED
LOCATION WHERE ORDER
PRONOUNCED

December 18, 2018
Edmonton, Alberta

NAME OF JUSTICE WHO MADE
THIS ORDER

Honourable Justice J.T. Henderson

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) 423-7276
File No: 551860-001-DCEB

*I hereby certify this to be a
true copy of the original.
for Clerk of the Court*

UPON the Application by the Sawridge Trustees for advice and direction in respect of the
Sawridge Band Inter Vivos Settlement ("1985 Trust") ("Application");

AND WHEREAS the Sawridge Trustees seek direction respecting the source and nature of the
jurisdiction of this Court to make changes to the definition of "Beneficiary" as set out in the 1985 Trust;

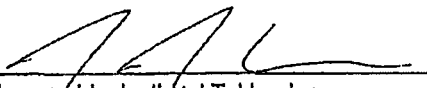
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AND WHEREAS a Case Management Justice has authority under Rule 4.14 of the *Alberta Rules of Court* to make interlocutory orders;

AND WHEREAS the Sawridge Trustees, the OPGT and Catherine Twinn consent to this Order;

IT IS HEREBY ORDERED AND DECLARED;

1. A hearing on a directed issue will be held, prior to trial, and the issues to be determined (the "Jurisdictional Question") will be as follows:
 - (a) Does the Court have jurisdiction to amend the beneficiary definition contained in the 1985 Trust (the "Definition"), on the basis of public policy, its inherent jurisdiction or any other common law plenary power?
 - (b) If the answer to question (a) is yes, what is the scope of the Court's jurisdiction to amend the Definition, including can the Court:
 - (i) Add words to the 1985 Trust deed;
 - (ii) Delete words contained in the 1985 Trust deed; or
 - (iii) Engage in a combination of addition and deletion of words to the 1985 Trust deed?
 - (c) If the answer to question (a) is no, is the Court's jurisdiction limited to what is permitted by s. 42 of the *Trustee Act*? If so, what evidence would be required by the Court to amend the Definition using s. 42 of the *Trustee Act*?
 - (d) If the Court does not have jurisdiction under any of the methods set out in paragraphs (a), (b) or (c) above, do the Sawridge Trustees have jurisdiction under the existing terms of the Trust Deed of the 1985 Trust to amend the Definition?
 - (e) If the Court proceeds pursuant to paragraph 1(c) or 1(d) above, is the Court's jurisdiction in this application affected by the *Minors Property Act*, and specifically, does the Court require evidence of consent to the application for a beneficiary definition change from minor beneficiaries who are over the age of 14?
2. This Jurisdictional Question will be heard and determined by the Case Management Justice.


The Honourable Justice J.T. Henderson

CONSENTED TO BY:
MCLENNAN ROSS LLP

Crista Osualdin
Counsel for Catherine Twinn

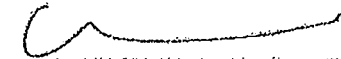
HUTCHISON LAW

Janet Hutchison
Counsel for the OPGT

DENTONS CANADA LLP

Doris Honora
Counsel for the Sawridge Trustees

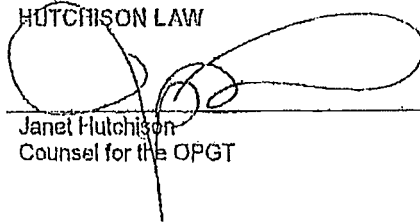
CONSENTED TO BY:
MCLENNAN ROSS LLP



Crista Osualdin
Counsel for Catherine Twinn

DENTONS CANADA LLP

HUTCHISON LAW



Janet Hutchison
Counsel for the OPGT

Doris Bonora
Counsel for the Sawridge Trustees

TAB V

COURT FILE NUMBER 1103 14112

Clerk's Stamp

COURT: COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE: EDMONTON

IN THE MATTER OF THE TRUSTEE
ACT, RSA 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 (the "Sawridge Trustees")

DOCUMENT AFFIDAVIT

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Parlee McLaws LLP
Barristers & Solicitors
1500 Manulife Place
10180 - 101 Street NW
Edmonton, Alberta T5J 4K1
Attention: Edward H. Molstad, Q.C.
Telephone: (780) 423-8500
Facsimile: (780) 423-2870
File Number: 64203.7/EHM

AFFIDAVIT OF ROLAND TWINN

Sworn on September 21, 2016

I, ROLAND TWINN, of the Sawridge Indian Reserve 150G, in the Province of Alberta, MAKE
OATH AND SAY THAT:

1. I have been a member of the Sawridge First Nation ("Sawridge") since my birth in 1965, I was a Councillor of Sawridge from 1997 to 2003, and I have been the Chief of Sawridge since 2003, as such I have personal knowledge of the matters set out in this affidavit except where stated to be based upon information and belief, in which case I do verily believe the same to be true.

Purpose of this Affidavit

2. I swear this affidavit in support of an application for Order granting Sawridge status to intervene in the application filed in this action on August 12, 2016 by Maurice Stoney and his living brothers and sisters (the "Stoney Application"), pursuant to Rule 2.10 of the *Alberta Rules of Court*, Alta Reg 124/2010;
3. I further swear this affidavit in support of an application for the following Orders, if Sawridge is granted status to intervene in the Stoney Application:
 - a. an Order striking some or all of the Stoney Application, pursuant to Rule 3.68 of the *Alberta Rules of Court*, Alta Reg 124/2010;
 - b. an Order dismissing the Stoney Application; and
 - c. an Order that the Stoney Applicants pay Sawridge costs on a solicitor and his own client basis or, alternatively, enhanced costs, forthwith upon dismissal of the Stoney Application, pursuant to Rules 10.29, 10.30, 10.31 and 10.33 of the *Alberta Rules of Court*, Alta Reg 124/2010.

History of Membership Disputes Between Maurice Stoney and Sawridge

4. Maurice Stoney is the son of William Stoney, who is Johnny Stoney's son. Johnny Stoney is a former member of Sawridge who is deceased.
5. William Stoney voluntarily gave up his Indian status and was enfranchised by Order in Council P.C. 40/6000 on August 1, 1944 under section 114 of the *Indian Act* (Canada). As a result, his wife and two sons (Maurice Stoney, born September 24, 1941 and Alvin Stoney, born May 7, 1943) were also enfranchised and ceased to be members of Sawridge, on August 1, 1944.
6. On April 17, 1985, the Federal Government enacted Bill C-31, which gave Maurice Stoney the right to have his Indian status restored, but did not give him anything more than the right to apply for membership in Sawridge pursuant to Sawridge's membership rules. Bill C-31 only provided for an automatic right to membership in select situations, none of which applied to Maurice Stoney, as determined by the Federal Court of Appeal and discussed at paragraph 13, below.
7. On July 8, 1985, Sawridge assumed control of membership in Sawridge in accordance with its membership rules, pursuant to section 10 of the *Indian Act*, RSC, 1985, C I-5.

8. In 1995, Maurice Stoney, along with his cousins, Aline Huzar and June Kolosky, and others, commenced an action in Federal Court against Sawridge (Action No. T-1529-95) seeking damages for lost benefits, economic losses, and the "arrogant and high-handed manner in which [Sawridge Chief and Council] has deliberately, and without cause, denied [them] reinstatement as Band Members".
9. Within that action, Maurice Stoney and the others also sought a court order that their names be added to the Sawridge membership list on the basis that they each had an automatic right of membership in Sawridge.
10. Maurice Stoney was represented by legal counsel during those court proceedings.
11. During those proceedings, Maurice Stoney and the others brought an application seeking to amend their Statement of Claim to add a claim for the following relief: "a declaration that the Band rules are discriminatory and exclusionary, and hence invalid."
12. The Motions Judge allowed the amendment, but Sawridge appealed the matter to the Federal Court of Appeal.
13. On June 13, 2000, the Federal Court of Appeal overturned the Motions Judge and concluded that the declaratory relief could only be sought against Sawridge on an application for judicial review. The Federal Court of Appeal also commented that these individuals, including Maurice Stoney, did not have an automatic right to membership but had only, at most, a right to apply to Sawridge for membership in accordance with the membership rules. Attached hereto and marked as **Exhibit "1"** to this my affidavit is a copy of the Federal Court of Appeal's June 13, 2000 decision.
14. The Federal Court of Appeal ordered that these individuals, including Maurice Stoney, pay costs to Sawridge.
15. Sawridge did not then receive a completed membership application form from Maurice Stoney until August 30, 2011.
16. On or about December 7, 2011, Sawridge Chief and Council denied Maurice Stoney's membership application. Maurice Stoney subsequently appealed that decision.
17. On April 21, 2012, the Appeal Committee of Sawridge convened to hear Maurice Stoney's appeal, and he was represented by legal counsel. The Appeal Committee dismissed his appeal.
18. On May 11, 2012, represented by legal counsel, Maurice Stoney filed an application for judicial review of the Appeal Committee's decision in Federal Court, being Action T-923-12.
19. On June 26, 2012, I swore an affidavit in opposition to Maurice Stoney's judicial review application, being Federal Court No. T-923-12. Attached hereto and marked as **Exhibit**

"2" to this my affidavit, is a true copy of my June 26, 2012 affidavit with exhibits, the contents of which I confirm remain true.

20. On March 5, 2013 Justice Barnes heard Maurice Stoney's judicial review application.
21. On May 15, 2013, Justice Barnes issued his Reasons for Judgment and Judgment. He dismissed Maurice Stoney's applications for judicial review and upheld the decision of the Sawridge Appeal Committee denying him membership in Sawridge. A copy of Justice Barnes' Reasons for Judgment is attached hereto and marked as **Exhibit "3"** to this my affidavit.
22. Justice Barnes ordered that Maurice Stoney pay costs to Sawridge for the judicial review application. This cost award, which was subsequently assessed at \$2,995.65 by the Federal Court Assessment Officer on October 24 2014, remains unpaid despite requests for payment of same by our counsel, Parlee McLaws LLP. Attached hereto and marked as **Exhibit "4"** to this my affidavit are a true copies of our counsel's correspondence and the Certificate of Assessment.
23. Maurice Stoney did not appeal the Reasons for Judgment and Judgment of Justice Barnes to the Federal Court of Appeal.
24. Subsequently, on January 31, 2014, Mr. Stoney filed a complaint with the Canadian Human Right Commission relating to Sawridge's denial of his membership and alleging that Sawridge's membership rules and application process were discriminatory. Sawridge responded to the complaint.
25. On April 15, 2015, the Deputy Chief Commissioner, on behalf of the Canadian Human Rights Commission, issued a decision refusing to deal with Maurice Stoney's complaint, because the matters at issue, namely the denial of Maurice Stoney's membership in Sawridge, had already been addressed as part of the aforementioned Federal Court proceedings. Attached hereto and marked as **Exhibit "5"** to this my affidavit is a true copy of the Deputy Chief Commissioner's decision.
26. Maurice Stoney is not a member of Sawridge, and this fact has been adjudicated and confirmed by the Federal Court.

Unpaid Costs Awards of Maurice Stoney

27. As indicated, costs awards in favour of Sawridge were made against Maurice Stoney in the two previous Federal Court Actions.
28. In addition, on February 26, 2016, the Court of Appeal dismissed Mr. Stoney's application seeking an extension of time to file an appeal of Justice Thomas' Order of December 17, 2015. Sawridge, as a respondent to that particular application was awarded costs by the Court of Appeal. The Assessment Officer subsequently approved Sawridge's Bill of Costs in the amount \$898.70 on June 14, 2016. Attached hereto and marked as

FEDERAL COURT

BETWEEN:

This is Exhibit " 2 " referred to in the
Affidavit of

Roland Twinn

Sworn before me this 21 day
of September A.D. 2016

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

MICHAEL R. McKINNEY Q.C.
BARRISTER & SOLICITOR

Maurice Felix Stoney

Applicant

- and -

Sawridge First Nation

Respondent

AFFIDAVIT

I, ROLAND TWINN of the Sawridge Indian Reserve 150G, in the Province of Alberta, businessman, MAKE OATH AND SAY:

1. I have been a member of the Sawridge First Nation since my birth in 1965 and the Chief of the Sawridge First Nation since 2003, as such I have personal knowledge of the matters set out in this affidavit except where stated to be on information and belief.
2. Sawridge First Nation assumed control over its own membership under section 10 of the *Indian Act* on July 8, 1985, the day its membership rules, supporting documentation and by-laws No, 103, 104, 105 and 106 were handed to the Deputy Minister of Indian and Northern Affairs who accepted them on behalf of the Minister. Attached and marked as **Exhibit "A"** to this my affidavit is a copy of a letter dated July 9, 1985 from Gowling & Henderson to the Deputy Minister confirming delivery of the Sawridge First Nation membership rules to the Minister on July 8, 1985 along with notice that Sawridge First Nation was assuming control of its own membership.
3. Sawridge First Nation did not receive a completed membership application form from Maurice Stoney until it received Maurice Stoney's membership application dated August 30, 2011.

Gowling & Henderson

BARRISTERS & SOLICITORS
PATENT & TRADE MARK AGENTS

160 ELCIN STREET
OTTAWA, CANADA
K1N 8S3

TELEPHONE (613) 232-1781
TELECOPIER (613) 563-9869
TELEX 053-1114 "HERSON-OTT"

2 FIRST CANADIAN PLACE
TORONTO, CANADA
M5X 1A4

102 BLOOR STREET WEST
TORONTO, CANADA
M5S 1M6

HENRY S BROWN

9 July 1985

BY COURIER

Mr. Bruce Rawson
Deputy Minister of the
Department of Indian and
Northern Affairs Canada
Les Terrasses de la Chaudière
Room 2101
10 Wellington Street
Hull, Quebec
K1A 0H4

Dear Mr. Rawson:

Re: Sawridge Indian Band

This is Exhibit 'A' referred to in the
Affidavit of

ROLAND TWINN
Sworn before me this 26 day
of JUNE, A.D. 20 12

H. Brown
A Commissioner of the Court
In and for the Province of Alberta
My Appointment expires on the 2012

This will confirm that I met with you and the Executive Director of the Sawridge Indian Band, Bruce Thom, at your offices at Hull, Quebec on July 8, 1985, at which time Mr. Thom provided to you and you accepted on behalf of the Minister of Indian and Northern Affairs the membership code of the Sawridge Indian Band and supporting documentation, together with copies of the Residency By-law (No. 103), and By-laws 104, 105, and 106 of the Sawridge Indian Band.

This will confirm as well our request at that time that the Sawridge Indian Band be advised as expeditiously as possible whether the membership code, Residency by-law or the other three by-laws are acceptable to the Minister.

This will also confirm our conversation with Mr. Smith, the Registrar under the Indian Act to the effect that no names had been added to the Band List of the Sawridge Indian Band as a consequence of the enactment of Bill C-31 as of the time of that meeting and delivery of the membership codes to you as the Minister's authorized representative in that connection.

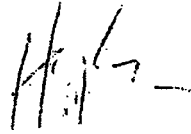
Gowling & Henderson

Mr. Bruce Rawson
9 July 1985

Page 2

Thank you for receiving us. I look forward to having
your response.

Yours very truly,

A handwritten signature in dark ink, appearing to be 'H. S. Brown', with a horizontal line extending to the right.

Henry S. Brown

HSB:dm

c.c. Chief Walter Twinn ✓

TAB W

014504

12057

Indian and Northern
Affairs Canada

Affaires Indiennes
et du Nord Canada

October 4, 1985

Your file file reference

Our file file reference
E6000-454 (IMB-4)

Chief Walter Twinn,
Sawridge Band,
P.O. Box 326,
SLAVE LAKE, Alberta
T0G 2A0

Dear Chief Twinn:

By his letter of September 26 the Minister informed you, pursuant to subsection 10(7) of the Indian Act, that your band now has control of its own membership.

In accordance with the same subsection I am enclosing a copy of the band list for the Sawridge Band as it currently appears in Departmental records.

Yours sincerely,

E.G. Smith
E.G. Smith,
Registrar,
OTTAWA, Ontario
K1A 0H4

Encl.

Exhibit:

Date: June 20, 2017

Witness: PAUL BUJOLD

Katie McLeod, Court Reporter

Canada

[illegible]

REPORT NC. / RAPPORT NC. : PR21
PAGE NO: 2

INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
AFFAIRES INDIENNES ET DU NORD CANADIEN

INDIAN MEMBERSHIP SYSTEM
SYSTEME DES MEMBRES INDIENS

13 NO- = INNEAR03
16 NO- = INNEAR04
IN DATE / DATE DU PASSAGE : 1935/10/06

~~FAMILY-GROUPING-LISTING / POLA REGISTRE
LISTE PAR GROUPE DE FAMILLE / POLA REGISTRE~~

STRICT - 700 ALBERTA =
COUP - 54 SARIDGE =
COUPLE - 54 SARIDGE =
FAMILY NO SUPPH =
FAMILY NO SUPPH =

CYRIL NAME	ALIAS	NOM D'EMPLOYE	PREV	MAR STAT	RES	SEX
TRINING						
KINES						
THAMES						

	TIN	IMONA MADINE
609603E		EVERETT JUSTIN
809600Z		FACLYN CAMPBELL
709600Z		
609600Z	NIN	
509600Z	TATL	

007501	TWIN	WALTER PATRICK
007502	TWIN	PAUL MERRY
007503	TWIN	KATHERINE MAY

1936-1937 12.542.15

1010501 7.14% ELABORATE CHARTS

010201 74721 20211 44178

010161
 T'INY
 APICHE THERESA

0006105
0008106
+AFD
+AFD
DEAN DANIEL
FRANK JAMES

009207
009362
009362

0000001 . 420 . 0000001 0000001

010001 1436 JOHNNY HAYHEI 1131HEI

010209 L.ABS CIGRYA HAEYE

109010
0859
JANUARY 1964
JANUARY 1964

TOTAL NUMBER OF INDIVIDUALS: 37

TOTAL NUMBER OF INDIVIDUALS: 37

*** END OF REPORT ***

Indian and Northern
Affairs Canada

Affaires indiennes
 et du Nord Canada

014416

11949

1344-18

(11)

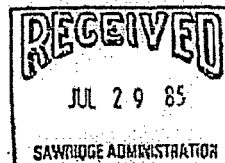
JUL 27 1985

For Re: *Very reference*

Our Re: *Very reference*

E6000-1 (LH8-4)

Walter Patrick Twinn
Chief
Sawridge Indian Band
P.O. Box 326
SLAVE LAKE, Alberta
T0G 2A0



Dear Chief Twinn:

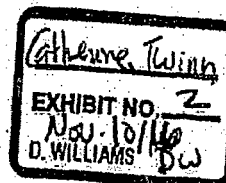
Under the provisions of Section 14(1) of an Act to amend the Indian Act assented to on June 28, 1985, I am required to provide the Council of each band with a copy of its band list as it stood immediately prior to that date.

Attached you will find a copy of the membership list for the Sawridge Indian Band as it appeared on June 27, 1985. Would you kindly present this list to your Band Council at your earliest convenience.

Yours sincerely,

L.G. Smith
L.G. Smith
Registrar
OTTAWA, Ontario
K1A 0H4

Attachment



Canada

Exhibit: 17

Date: June 20, 2017

Witness: PAUL BUSOLD

Katie McLeod, Court Reporter

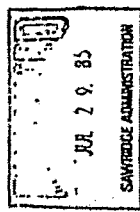
KM

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
 MINISTRE DES AFFAIRES INDiennes ET DU NORD CANADIEN
 INDIAN MEMBERSHIP SYSTEM
 SYSTEME DES BANDES INDiennes

DISTRICT NO. / BANDE NO.: 12043
 DATE OF PASSAGE: 1985/07/05

AT-LIST REPORT
 RAPPORT DE LA LISTE-A

DISTRICT BANDE NO.	FAMILY NO. NO DE FAMILLE	SURNAME NOM	BIRTH DATE DATE DE NAISSANCE	RESIDENCE PROV. RES.	SEX SEXE
12043	554 009502	JARD	1981/05/03	6	08
		MICHELLE DANIELLE			7



014890

12043

[illegible]

TAB X

Indian and Northern Affairs Canada
Affaires Indiennes et du Nord Canada
Indian and Inuit Affairs
Affaires Indiennes et Inuit

Chronological No. - Numéro consécutif
454-117-85/86

File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande", "Capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SAWRIDGE BAND	Current Capital Balance Solde de capital	\$
AGENCY DISTRICT	LESSER SLAVE LAKE	Committed - Engagé	\$
PROVINCE	ALBERTA	Current Revenue balance Solde de revenu	\$
PLACE NON DE L'ENDROIT	SLAVE LAKE	Committed - Engagé	\$
DATE	15 DAY - JOUR 04 MONTH - MOIS AD 19 85 YEAR - ANNÉE		

DO HEREBY RESOLVE;

DÉCIDE, PAR LES PRÉSENTS:

WHEREAS Chief Walter P. Twinn holds as trustee for the Sawridge Indian Band a certain debenture dated the 21st day of JANUARY, 1985;

AND WHEREAS the aforesaid trust was created to protect the interests of the members of the Sawridge Indian Band;

AND WHEREAS it is deemed expedient and in the interest of the said members to pass this Resolution:

AND UPON IT BEING MOVED by George Twin and seconded by Walter Felix THEREFORE BE IT UNANIMOUSLY RESOLVED at this duly convened and constituted meeting of the Sawridge Band Council at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that Chief Walter P. Twinn is hereby directed and authorized to transfer the aforesaid debenture to the Trustees of the trust dated the 15th day of April, A.D. 1985, to be held by the said Trustees as an accretion to the assets of the trust and subject in all respects to the terms and provisions thereof.

A quorum for this Bande
Pour cette bande le quorum est

consists of 2
fixé à
Council Members
Membres du Conseil

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDONNATEUR A. Capital \$	B. Revenue - Revenu \$	3. Expenditure Dépenses \$	4. Authority - Autorité Indian Act / Loi Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable			Approved - Approuvable		
Date			Date		
Recommending Officer - Recommandé par			Approving Officer - Approuvé par		

TAB Y

SAWRIDGE ENTERPRISES LTD.

(incorporated under the laws of the Province of Alberta)

DEMAND DEBENTURE - \$12,000,000.00

WHEREAS:

A. WALTER P. IWINN (herein called the "Holder") as Trustee for the SAWRIDGE INDIAN BAND a band of Indians maintaining a reserve at or near the Town of Slave Lake in the Province of Alberta, has advanced to SAWRIDGE ENTERPRISES LTD. formerly known as Sawridge Native Enterprises Ltd; (herein called the "Company") the sum (herein called the "Present Indebtedness") of TEN MILLION EIGHT HUNDRED SEVENTY THOUSAND (\$10,870,000.00) DOLLARS as evidenced by a series of demand promissory notes, which demand promissory notes were to be further collaterally secured by way of a debenture.

B. The Company has requested an additional sum of money (herein called the "Additional Indebtedness") in the amount of ONE MILLION ONE HUNDRED THIRTY THOUSAND (\$1,130,000.00) DOLLARS.

C. WHEREAS the Holder has agreed to advance the Additional Indebtedness only if the Company grants a debenture to the Holder in the principal amount of TWELVE MILLION (\$12,000,000.00) DOLLARS (herein called the "Principal Sum"), such debenture to secure the Present Indebtedness and to secure the Additional Indebtedness of the Company to the Holder.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the Company hereby covenants and agrees with the Holder as follows:

1. (a) The Company acknowledges itself indebted to and promises to pay to the Holder on demand, or on such earlier date as the indebtedness hereby secured becomes payable in accordance with

Witness my hand and the official seal of the Sawridge Indian Band this 1st day of May 1975 at Slave Lake, Alberta.

~~The terms of this debenture or by operation of law, at his~~
office located at the Sawridge Indian Reserve, Slave Lake,
Alberta or at such other address as the Company may receive
written notice of from the Holder from time to time, the
Principal Sum together with interest thereon or on so much
thereafter as shall from time to time remain unpaid at the rate
specified in clause 1(b), such interest being payable before and
after demand, default and judgment. Interest at the rate
specified shall accrue from and after June 1, 1984, being the
interest adjustment date, and shall be calculated half-yearly
not in advance on the 1st day of June and on the 1st day of
December, in each and every year during which this debenture
remains undischarged by the Holder (the first of which
calculations and compounding shall be made on the first of such
dates next following the interest adjustment date); and

- (b) Interest shall accrue at the rate per annum equal to Three (3%)
per cent in excess of the "Prime Rate" as herein defined. The
"Prime Rate" means the prime commercial lending rate published
and charged by The Bank of Nova Scotia (a chartered bank of
Canada with corporate head offices in the City of Halifax, in
the Province of Nova Scotia) on substantial Canadian Dollar
loans to its prime risk commercial customers. It is understood
and agreed that the Prime Rate is a variable rate published and
charged by The Bank of Nova Scotia from time to time and that if
and whenever the Prime Rate is varied by The Bank of Nova Scotia
the interest rate hereunder shall also be varied, so that at all
times the interest rate hereunder, computed on the daily minimum
balance, shall be the Prime Rate then in effect plus Three (3%)
per annum. The Company by these presents, hereby waives dispute
of and contest with the Prime Rate, and of the effective date of
any change thereto, whether or not the Company shall have
received notice in respect of any change. It being provided and
agreed that interest at the Prime Rate in effect from time to
time on the Principal Sum, or on such part thereof as has been

from time to time advanced and is then outstanding is computed from (and including) the date the Principal Sum or any part thereof is advanced.

2. The amount of the Principal Sum already advanced under and secured by this debenture is the Present Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half yearly and not in advance. The amount of Principal Sum which remains to be advanced under and secured by this debenture is the Additional Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half-yearly and not in advance.

3. As security for the due payment of the Principal Sum and interest and all other debts, liabilities and indebtedness of the Company to the Holder, whether such indebtedness arises under this debenture or not, from time to time owing on the security of these presents and for the due performance of the obligations of the Company herein contained:

- (a) The Company hereby mortgages by way of a fixed and specific mortgage and charge to and in favour of the Holder all its estate and interest in fee simple in possession of those parcels of land (herein called the "Lands") situate in the Town of Slave Lake, in the Province of Alberta, more particularly described in the First Schedule hereto and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests, licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the first schedule hereto as "Permitted Encumbrances";

(b) The Company hereby mortgages ~~by way of a fixed and specific~~ mortgage and charge to and in favour of the Holder its leasehold estate in possession and interest in that parcel of land (herein called the "Leased Lands") situate in the Town of Jasper, in the Province of Alberta, more particularly described in the Second Schedule hereto, and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the second schedule hereto as "Permitted Encumbrances"; and

(c) The Corporation hereby grants, assigns, transfers sets over, mortgages, pledges, charges, confirms and encumbers, as and by way of a floating charge, to and in favour of the Holder, all its undertaking and all its property and assets, real and personal, movable and immovable, of whatsoever nature and wheresoever situate, both present and future, including, without in any way limiting the generality of the foregoing, its present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, benefits, immunities, materials, supplies, inventories, furniture, equipment, revenues, incomes, contracts, leases, licences, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, choses in actions, stocks, shares, securities, including without limiting the generality of the foregoing its uncalled capital and all other property and things of value tangible or intangible, legal or equitable, including without limitation all interests of the Company under any conditional sales, mortgage or lease agreements subject however to such encumbrances, liens and interests as are described in the third

schedule hereto as "Permitted Encumbrances"; Provided that the floating charge created in this clause 3(c) shall not in any way hinder or prevent the Company (until the security hereby constituted shall have become enforceable) from leasing, mortgaging, pledging, selling, alienating, assigning, giving security to its bankers under The Bank Act or otherwise charging, disposing of or dealing with that portion of the Mortgaged Property that is subject to the floating charge in the ordinary course of its business and for the purpose of carrying on the same and without limitation shall not hinder or prevent the Company from borrowing from bankers or others upon the security of the Company's accounts or bills receivable or mercantile documents or any other property, such sums of money as the Company may from time to time deem necessary in the ordinary course of the Company's business and for the purpose of carrying on the same.

- (d) It is acknowledged that the property charged by clauses 3(a), 3(b), and 3(c) is herein collectively called the "Mortgaged Property".

4. Neither the execution nor registration nor acceptance of this debenture, nor the advance of part of the monies secured hereby shall bind the Holder to advance the entire sum or any unadvanced portion thereof, but nevertheless this debenture and the mortgage and charge hereby created shall take effect forthwith upon the execution hereof, whether the monies hereby secured shall be advanced before, after or upon the date of execution of these presents, and if the Principal Sum or any part thereof shall not be advanced at the date hereof, the Holder may advance the same in one or more sums to the Company or to its order at any future date or dates, and the amounts of such advances when so made shall be secured hereby and be repayable with interest as herein provided.

5. This Debenture is issued subject to and with the benefit of the conditions and schedules hereto annexed which are deemed to be part of it.

In witness whereof the Company has executed this debenture by the hands of its duly authorized officers in that behalf and under its corporate seal this 21 day of January, 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter P. Smith
President

(corporate seal)

Per: G. J. Smith
Secretary

CONDITIONS OF DEBENTURE

THE FOLLOWING ARE THE CONDITIONS REFERRED TO IN THE DEBENTURE DATED JANUARY 21, 1985 AND TO WHICH THESE CONDITIONS ARE ATTACHED.

THE COMPANY HEREBY COVENANTS AND AGREES WITH THE HOLDER THAT:

1. This debenture is a single debenture securing the Principal Sum of TWELVE MILLION (\$12,000,000.00) DOLLARS, interest and all other sums made payable by this debenture and is a charge upon the Mortgaged Property and the Company is not at liberty to create any mortgage or charge in priority to or pari passu with this debenture, save as specifically provided herein.

2. The Company lawfully owns and is lawfully in possession of the Mortgaged Property; that it has a good right and lawful authority to grant, convey, assign, transfer, hypothecate, mortgage, pledge and/or charge the Mortgaged Property as herein provided; that the Mortgaged Property is free and clear of any deed of trust, mortgage, lien or similar charge or encumbrance except such as are known to and permitted by the Holder and as set out in Schedules 1, 2 and 3 and called the "Permitted Encumbrances"; that on default the Holder shall have quiet possession of the Mortgaged Property, free from all encumbrances save as herein provided; and that it will warrant and defend the title of the Mortgaged Property and every part thereof, whether now owned or hereafter acquired by the Company, against the claims and demands of all persons whomsoever.

3. This debenture is given as additional and collateral security to and not in substitution for a series of 13 promissory notes (the "Notes") given by the Company payable to Holder and dated July 31, 1973, July 31, 1974, July 31, 1975, July 31, 1976, July 31, 1977, November 30, 1977, July 31, 1978, December 31, 1978, December 31, 1979, December 31, 1980, December 31, 1981, December 31, 1982, December 31, 1983 and any renewals, replacements or substitutions thereof. Payments made under the Notes shall be credited against payments due hereunder, and vice versa, and notwithstanding anything contained in the Notes or in any renewals,

hereby secured shall forthwith be due and payable upon any default or breach by the Company of any covenant, agreement or provision of this debenture, the whole of the Principal Sum and interest owing under the Notes or any renewals, replacements or substitutions thereof shall likewise and forthwith shall be due and payable.

4. The Company acknowledges that any monies advanced prior to the execution of this debenture were advanced on the condition that this debenture be granted to the Holder as security for such advance.

5. The Company will duly and punctually pay or cause to be paid to the Holder the Principal Sum together with interest accrued thereon, and in the case of default, compound interest, and any other monies due or payable under the debenture at the date and places and in the manner mentioned herein.

6. The Company will maintain its corporate existence, diligently preserve all its rights, powers, privileges, franchises and good will; carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Mortgaged Property and the earnings, income, rents, issues and profits thereof; duly observe, and perform all valid requirements of any governmental or municipal authority relative to the Mortgaged Property or any part thereof and all covenants, terms and conditions upon or under which the Mortgaged Property is held; and exercise any rights of renewal or extensions of any lease, license, concession, franchise or other right, whenever, in the opinion of the Company, it is advantageous to the Company to do so.

7. The Company will punctually pay and discharge every obligation lawfully incurred by it or imposed upon it or the Mortgaged Property or any part thereof, by virtue of any law, regulation, order, direction or requirement of any competent authority or any contract, agreement, lease, license, concession, franchise or otherwise, the failure to pay or discharge which might result in any lien or charge against the Mortgaged

Property or any part thereof and will exhibit to the Holder when required a certificate of the Company's auditor or other evidence establishing such payment; provided that the Company may, upon furnishing such security, if any, as the Holder may require, refrain from paying and discharging any such obligation so long as it shall in good faith contest its liability therefor.

8. The Company does hereby indemnify and save harmless the Holder from all liability and damages of whatsoever nature which may be incurred or caused in connection with the use and operation of the Mortgaged Property or any part thereof.

9. The Company will fully and effectually maintain and keep maintained the security herein created as a valid and effective security at all times and it will not, save as herein permitted, permit or suffer the registration of any lien, privilege or charge of workmen, builders, contractors, architects or suppliers of materials upon or in respect of the Mortgaged Property or any part thereof which would rank prior to or pari passu with this debenture; provided that the registration of such lien, privilege or charge shall not be deemed to be a breach of this covenant if the Company shall desire to contest the same and shall give security to the satisfaction of the Holder for the due payment or discharge of the amount claimed in respect thereof in case it shall be held to be a valid lien, privilege or charge.

10. The Company will not, without prior written consent of the Holder permit any of its lessees to pay to the Company or to any party whomsoever other than the Holder, in advance of the time specified in any lease (or renewal thereof) of space or premises in the building situate on the Lands or Leased Lands the rentals payable thereunder or permit any such lessee to surrender any lease of such space or premises, or otherwise terminate the term granted by such lease or other renewal thereof, or materially alter or amend or agree to alter or amend any of the provisions of such lease or any renewal thereof.

11. The last day of any term of years or any extended term as the case may be reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company is excepted out of the Mortgaged Property but the Company shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Holder may direct.

12. (a) The Company will keep proper books of account and make therein true and faithful entries of all dealings and transactions in relation to its business, permit the Holder by its agents, auditors and accountants to examine the books of account, records, reports and other papers of the Company or to conduct an audit of its books and accounts by a qualified accountant selected by the Holder and for such purposes the Company shall make available to such persons all books of record and all vouchers, books, papers and documents which may relate to the Company's business, who may make copies thereof and take extracts therefrom.

(b) The Company will during the continuance of this Debenture and until the same has been discharged by the Holder furnish to the Holder annually within ninety (90) days of the end of each of the Company's fiscal years, balance sheets and statements covering the operations of the Company upon the Lands and the Leased Lands for the preceding year, and in each case with supporting schedules, detailed profit and loss accounts and explanations of all items of an unusual nature, all audited by a chartered accountant or firm of chartered accountants satisfactory to the Holder; and as well copies of every audited financial statement or statements which may be prepared from time to time of the Company's affairs;

(c) The officers or authorized agents of the Holder shall have the right to visit and inspect the Mortgaged Property or any part thereof and discuss the affairs, finances and accounts of the

Company with the officers of the Company, all upon reasonable notice, at reasonable times and as often as the Holder may reasonably require.

13. The Company will pay when and as the same fall due all taxes, rates, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Mortgaged Property, or which may be validly levied, assessed or imposed upon it or upon the Mortgaged Property; provided that in respect of municipal taxes against the Mortgaged Property or any part thereof upon default of payment by the Company of taxes as aforesaid, then the Holder may pay such taxes and also any liens, charges and encumbrances which may be charged against the Mortgaged Property, but shall not be obligated so to do, and all monies expended by the Holder for any such purposes shall be added to the Principal Sum hereby secured and be repaid by the Company to the Holder forthwith and interest on the unpaid amount shall be at the Prime Rate plus Three (3%) per centum per annum until such sum together with interest is paid calculated from the date of payment by the Holder.

14. All erections, buildings, fences, machinery, plant and improvements, fixed or otherwise, now or hereafter put upon the Lands and Leased Lands including, but without limiting the generality of the foregoing, all furnaces, boilers, plumbing, heating and airconditioning equipment, elevators, light fixtures, storm windows, storm doors and screens and all apparatus and equipment appurtenant thereto, are and will, in addition to any other fixtures thereon, become fixtures and form part of the realty and of the security of this debenture, and the Company will not permit any act of waste thereon.

15. The Company will repair and keep in good order and condition all buildings, erections, machinery and other plant and equipment and appurtenances thereto, the use of which is necessary or advantageous in connection with its business, up to a modern standard of usage and maintain the same consistent with the best practice of other companies working similar undertakings; renew and replace all and any of the same

which may be worn, dilapidated, unserviceable, obsolete, inconvenient or destroyed, or may otherwise require renewal or replacement and at all reasonable times allow the Holder or its representatives access to its premises in order to view the state and condition the same are in, and in the event of any loss or damage thereto or destruction thereof the Holder may give notice to the Company to repair, rebuild, replace or reinstate within a time to be determined by the Holder to be stated in such notice and upon the Company failing to so repair, rebuild, replace or reinstate within such time such failure shall constitute a breach of covenant hereunder.

16. The Company will not remove or destroy the buildings or any machinery, fixtures or improvements thereon now or hereafter in, upon or under the buildings or the Lands and Leased Lands, unless the same be worn out or rendered unfit for use or unless such removal is with a view to immediately replace the same by other property of greater or of at least equal value, unless it shall appear by a certificate of the Company delivered to the Holder and the Holder concurs, that such property is no longer useful in the conduct of the Company's business, and need not be replaced.

17. If the Company shall fail to perform any covenant on its part herein contained the Holder may in its discretion, but shall not be obligated to perform any of the said covenants capable of being performed by it, and if any such covenant requires the payment or expenditure of money it may make such payments or expenditures and all sums so expended or advanced shall be at once repayable by the Company and shall bear interest calculated from the date such sums are expended by the Holder at the Prime Rate plus Three (3%) per annum until paid and shall be secured hereby as is the Principal Sum, but no performance or payment shall be deemed to relieve the Company from any default hereunder.

18. All proper inspectors', lawyers, valuers' and surveyors' fees and expenses for examining the Mortgaged Property and the title thereto and for making or maintaining this debenture and charge upon the Mortgaged Property, together with all sums which the Holder may and does from time

to time advance, expend or incur hereunder for principal, insurance premiums, taxes, rates or in or towards payment of prior liens, charges, encumbrances or claims charged or to be charged against the Lands, Leased Lands or other Mortgaged Property, or in repairing, replacing or reinstating the Mortgaged Property as hereinbefore provided, or in inspecting, leasing, managing or improving the Mortgaged Property or in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder including legal costs as between solicitor and his own client relative thereto are to be secured hereby and shall be a charge upon the Mortgaged Property together with interest at the Prime Rate plus three (3%) per annum, and all such monies shall be repayable to the Holder on demand.

19. (a) The Company shall at its sole expense forthwith insure and during the continuance of this security keep insured against loss or damage by fire, lightning, explosion, smoke, tornado, cyclone, boiler or such other risks or perils as the Holder may deem expedient or require, with extended coverage and replacement cost endorsements, each and every building now or hereafter erected or placed on the Lands and Leased Lands (and if the property of the Company, the said contents) to their full insurable value, excluding in the case of buildings the cost of excavations and foundations, and in any event to the extent of at least the full insurable value thereof with an insurance company or companies to be approved by the Holder and subject thereto the Company shall duly maintain the amount of insurance thereon that may be required by any co-insurance clause in any such policy.
- (b) The Company shall at its sole expense forthwith insure and during the continuance of this security shall maintain public liability insurance policies in an amount which shall be satisfactory to the Holder and shall name the Holder as an insured under those policies.

20. In the event of loss, the Holder at its option and as it in its sole discretion may deem appropriate, may apply the insurance proceeds regressively against the balance outstanding against the Company or release said proceeds to the Company to repair, replace or rebuild, or apply the said proceeds or any part thereof to repair, replace or rebuild or partly one and partly the others, and that nothing done under this paragraph shall operate as payment or novation or in any way affect the security hereof or any other security for the amount hereby secured.

21. The Company shall also insure and keep insured against loss or damage by the same perils in like manner in like companies or by other approved insurers and to their full insurable value all of its property which is of a character usually insured by same or similar locations and carrying on a business similar to that of the Company.

22. The Company shall promptly pay as they become due all premiums and all other sums payable for maintaining all such insurance and will not do or suffer anything whereby such insurance may be vitiated. The loss under such policy or policies of insurance shall, where appropriate, be made payable to the Holder as its interest may appear and subject to a standard mortgage clause. The Company will forthwith deliver to the Holder such policy or policies of insurance or certified copies thereof and the receipts proving payment of the premiums thereto appertaining. Each policy may be kept by the Holder during the currency of this debenture and until the debenture is discharged by the Holder and should an insurer at any time cease to have the approval of the Holder the Company will forthwith effect such new insurance as the Holder may desire. Notwithstanding anything to the contrary herein contained, if the Company does not keep the Mortgaged Property insured as aforesaid, or pay the said premiums, or deliver such receipts and produce to the Holder at least thirty (30) days before the termination of the insurance then existing proof of renewal thereof, then the Holder will be entitled, but not obligated, to insure the Mortgaged Property or any part of them, and all monies expended by it shall be repaid by the Company on demand, and in the meantime the amount of such payments shall be added to the Principal Sum

hereby secured and shall bear interest at the Prime Rate plus three (3%) per cent per annum from the time of such payment and all such payments shall become a part of the Principal Sum secured by this Debenture and shall be a charge upon the Mortgaged Property. All monies received by virtue of any such policy or policies may at the option of the Holder either be forthwith applied in or towards the payment of the Principal Sum. And in case of surplus then it may be paid over in whole or in part to the Company. On the happening of any loss or damage to Mortgaged Property the Company shall forthwith notify the insurer and the Holder and the Company at its expense shall complete all the necessary proofs of loss and do all necessary acts to enable the Holder to obtain payment of the insurance monies.

23. The Holder may release any part or parts of the Mortgaged Property at its discretion, either with or without any consideration therefor, without being accountable for the value thereof, or any monies except those actually received by it, and without releasing thereby any other part of the Mortgaged Property or any other securities and without releasing the Company from any other covenants herein expressed or implied.

24. That the Company shall when so directed by the Holder execute, acknowledge, issue and deliver unto the Holder by the proper officers of the Company, deeds or indentures supplemental hereto which thereafter shall form part hereof for any one or more of the following purposes:

- (a) correcting or amplifying the description of any property specifically mortgaged, pledged or charged or intended so to be;
- (b) making any corrections or changes as Counsel advises are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omission or mistake or manifest error contained herein or in any deed or indenture supplemental or ancillary hereto; and

- (c) executing any other documents or performing any other acts which are reasonably required to better secure the Holder under the debenture.

C. IT IS AGREED BETWEEN THE PARTIES HERETO THAT:

25. The whole of the Principal Sum and interest and other monies owing under the debenture hereby secured, shall at the option of the Holder, immediately become due and payable without demand and the security hereby constituted shall become enforceable:

- (a) if the Company makes default in the payment of the Principal Sum, interest or other monies hereby secured, or in the observance or performance of any covenant, condition or proviso binding upon the Company by virtue of these presents or makes default under any of the covenants contained in any security collateral, supplemental or separate to this debenture, whether or not the Company is in default hereunder;
- (b) if an order is made or an effective resolution passed for the winding up of the Company;
- (c) if the Company becomes insolvent or makes an authorized assignment or commits an act of bankruptcy or is subject to the provisions of the Bankruptcy Act or any successor or replacement legislation or any other bankruptcy or insolvency legislation;
- (d) if any process of execution is enforced or levied upon the Mortgaged Property or any part thereof and remains unsatisfied for a period of five (5) days as to personal property and three (3) weeks as to real property, provided that such process of execution is not in good faith disputed by the Company and in that event provided further that nonpayment shall not, in the sole discretion of the Holder, jeopardize or impair its interests, and that further the Company shall in that event also

give additional security which in the discretion of the Holder shall or may be sufficient to pay in full the amount claimed under any such execution in the event that it shall be held to be valid;

- (e) if a receiver of the Company's undertaking or any part thereof shall be appointed or if the security constituted by any mortgage, bond, trust deed or other debenture or debentures of the Company heretofore or hereafter issued shall become enforceable pursuant to the terms and conditions therein contained;
- (f) if the Company shall except as may be specifically allowed herein sell or dispose of or in any way part with possession of the Mortgaged Property, or any substantial portion thereof or make a bulk sale of its assets, or remove or suffer the removal of the furnishings, chattels and equipment forming a part of the Mortgaged Property or any part thereof from the Lands or Leased Lands;
- (g) if a charge, or encumbrance created or issued by the Company having the nature of a floating or fixed charge upon the Mortgaged Property shall become enforceable;
- (h) if the Company ceases or threatens to cease to carry on its business;
- (i) if the Company shall without the consent of the Holder make or attempt to make any alterations in the provisions of its By-Laws or Articles of Incorporation which might in the sole discretion of the Holder detrimentally affect its security;
- (j) if the Company shall, without the permission of the Holder, create or propose or attempt to create, any charge or mortgage

ranking or which may be made to rank pari passu with or in priority to the security hereby constituted;

(k) if the Company is in default in respect of any indebtedness to any creditor of the Company; and

(l) in any circumstance in which the Holder, in his sole discretion, deems it necessary to protect his security.

26. All payments made by the Company to the Holder shall be applied to interest then outstanding, and the remainder, if any, against the principal.

27. This debenture shall be assignable by the Holder without notice to the Company. Further the Holder may negotiate the debenture without notice to the Company at any time during the currency of the debenture and until the same has been discharged by the Holder.

28. The Company shall immediately, upon request by the Holder, pledge the debenture to the Holder.

29. Upon the happening of any event upon which the security hereby constituted becomes enforceable as in clause 25 hereof, and in addition to all other rights and remedies to which the Holder is entitled either at law or equity the Holder may, without notice to the Company, enter upon and take possession of the Mortgaged Property or any part thereof, either by itself or its agents and may, in its discretion, whether in or out of possession, and either before or after making any such entry, lease or sell, call in, collect or convert into money the same or any part thereof for such terms, periods and at such rents as the Holder shall think proper. Any such sale or conveyance of all or any part of the Mortgaged Property may be either a sale en bloc or in such parcels and either by public auction or by private contract and with or without any special conditions as to upset price, reserve bid, title or evidence of title or other matter as from time to time the Holder in its discretion thinks fit,

with power to vary or rescind any such contract of sale or buy in at any such auction and resell with or without being answerable for any loss. The Holder may at any sale of the Mortgaged Property or any part thereof, sell for a purchase consideration payable by installments either with or without taking security for the second and subsequent installments and may make and deliver to the purchaser good and sufficient transfers, assurances, and conveyances of such Mortgaged Property and give receipts for the purchase money, and any such sale shall be a perpetual bar both at law and in equity against the Company and all others claiming the Mortgaged Property or any part thereof by, from or under the Company. The Holder may become purchaser at any sale of the Mortgaged Property made pursuant to judicial proceedings. Nothing herein contained shall curtail or limit the remedies of the Holder as permitted by any law or statute to a mortgagee or creditor.

30. After the security hereby constituted shall have become enforceable and the Holder shall have determined to enforce the same, the Holder may without notice to the Company, by writing appoint a receiver or receivers of the Mortgaged Property or any part thereof and may remove any receiver so appointed and appoint another in his stead and the following provisions shall take effect:

- (a) such appointment may be made at any time either before or after the Holder shall have entered into or taken possession of the Mortgaged Premises or any part thereof;
- (b) any such receiver may be vested with any of the powers and discretions of the Holder;
- (c) such receiver may carry on the business of the Company or any part thereof;
- (d) such receiver shall have, possess and may exercise all powers vested or herein conferred upon the Holder including its power of sale of the security or part or parts thereof;

- (e) such receiver may, with the consent of the Holder borrow money for the purpose of carrying on the business of the Company, or the maintenance of the Mortgaged Premises or any part of parts thereof, or for other purposes approved by the Holder and any amount so borrowed together with interest thereon shall form a charge upon the Mortgaged Property in priority to the security of this debenture;
- (f) the Holder may from time to time fix the remuneration of every such receiver and direct the payment thereof out of the Mortgaged Property or the proceeds thereof; and
- (g) every such receiver shall, so far as concerns responsibility for his acts, be deemed to be the agent of the Company.

The term "receiver" as used in this debenture includes a receiver and manager.

31. In case the amount realized under any sale of the Mortgaged Property shall be insufficient to pay the whole of the principal, interest, costs, charges and expenses then due, the Company shall and will forthwith pay or cause to be paid unto the Holder any such deficiency.

32. For better securing the punctual payment of the Principal Sum and interest, and other amounts hereby secured the Company hereby attorns and becomes tenant to the Holder in regard to the Lands at a rental equivalent to the amounts hereby secured, and if the whole of the balance of the monies hereby secured shall become immediately due and payable and the security hereby constituted shall become enforceable as hereinbefore provided then such rental shall, if not already payable, be payable immediately thereafter. The legal relationship of landlord and tenant is hereby constituted between the Holder and the Company. The Holder may at any time after default hereunder enter upon the Lands and determine the tenancy hereby created without giving the Company any notice to quit. Neither this clause or anything by virtue thereof or any acts of the

receiver shall render the Holder a mortgagee in possession or accountable for any monies except those actually received.

33. The taking of a judgment or judgments under any of the covenants hereunder or pursuant to any collateral, additional or separate security will not operate as a merger of the said covenants or affect the Holder's right to interest at the rate and upon the terms aforesaid, and compound interest in the manner aforesaid, and the exercise or attempted exercise of one or more of the Holder's rights or remedies will not operate as a waiver of the remainder thereof and any and all of the said rights or remedies may be exercised successively or concurrently.

34. The Company hereby covenants and agrees with the Holder that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, mortgages, transfers and assurances in law as the Holder hereof shall reasonably require for the better assuring, mortgaging, assigning, and confirming unto the Holder the Mortgaged Property hereby mortgaged and charged or intended so to be or which the Company may hereafter become bound to mortgage and charge in favour of the Holder and for the better accomplishing of the intentions of this debenture.

35. In the event of default the Company hereby irrevocably appoints the Holder to be the attorney of the Company in the name and on behalf of the Company to execute and do any and all deeds, transfers, conveyances, assignments, assurances and things which the Company ought to execute and do under the covenants and provisions herein contained, and generally to use the name of the Company in the exercise of any or all of the powers hereby conferred on the Holder.

36. No remedy herein or in any collateral, additional or separate security conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now existing or hereafter to

exist by law or by statute, and the Holder may proceed to realize upon such security howsoever created and to enforce the rights of the Holder thereunder by any one or more of such remedies or any combination of them and in such order as it may deem expedient and shall not release or effect any other security held by the Holder for the payment of the Principal Sum, interest and other sums to be paid hereunder.

37. Except as otherwise herein provided, the monies arising from any sale or other realization of the whole or any part of the Mortgaged Property after default, whether under any sale by the Holder or by judicial process or otherwise shall be applied:

- (a) firstly, in payment of all sums extended or advanced by the Holder and interest thereon as in this debenture provided including the remuneration, costs and expenses of any receiver, the costs and expenses of the sale and the proceedings incidental thereto and all encumbrances, taxes, dues, rates, assessments and other charges on the Mortgaged Property (except those subject to which such sale shall have been made), ranking in priority to this debenture and the interest thereon;
- (b) secondly, in payment of the accrued and unpaid interest and interest on overdue interest;
- (c) thirdly, in payment of the Principal Sum pursuant to this debenture; and
- (d) fourthly, as to the surplus (if any) of such monies in payment to the Company or its assigns.

38. No person dealing with the Holder or the receiver or their agents, shall be under any obligation to inquire whether the security hereby constituted has become enforceable or whether the powers which the Holder or receiver is purporting to exercise have become exercisable, or whether any money remains due upon the security of this debenture, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or

regularity of any sale or of any other dealing by the Company or receiver with the Mortgaged Property.

39. Every request, notice, account, bill or other communication provided for in this debenture or arising in connection therewith shall be in writing and shall be mailed or delivered to such parties addressed as follows:

The Company: Sawridge Enterprises Ltd.
P.O. Box 326
Slave Lake, Alberta

The Holder: Sawridge Indian Band
Sawridge Indian Reserve
Slave Lake, Alberta

Any party may change its mailing and/or delivery address or addresses by giving to the other party written notice to that effect. Every notice, request, account or other communication mailed at any Post Office in Canada in prepaid registered post in an envelope addressed to the party or parties to whom the same is directed, shall be deemed to have been given to and received by the addressee on the second business day following mailing as aforesaid.

40. No action or inaction on the part of the Holder shall constitute a waiver of any default under the debenture by the Company unless the holder notifies the Company in writing that the Holder is waiving that particular default.

41. Time shall be of the essence.

42. If any obligation, covenant or agreement in this debenture or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this debenture or the application of such covenant, obligation and agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation

and agreement shall be separately valid and enforceable to the fullest extent permitted by law.

43. This debenture shall be construed in accordance with and shall be governed by the laws of the Province of Alberta.

44. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include companies and trusts as the context may require.

45. This debenture shall enure to the benefit of the Holder and its successors and assigns and shall be binding upon the Company, and its successors and assigns.

IN WITNESS WHEREOF the Company has executed these Conditions under its corporate seal duly attested by the hands of its proper officers in that behalf, this 21 day of January, A.D. 1985.

SAWRIDGE ENTERPRISES LTD.

Per: [Signature]

(corporate seal)

Per: [Signature]

FIRST SCHEDULE

FIRSTLY: LOT ONE (1)
CONTAINING ONE AND TWELVE HUNDREDTHS (1.12) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
EXCEPTING THEREOUT:

ACRES	PLAN	NUMBER
0.01	SUBDIVISION	752 0877

(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Caveat registered in favour of the Societe Generale (Canada) and registered as instrument #832202427.

SECONDLY: LOT TWO (2)
CONTAINING FOUR AND NINETY SIX HUNDREDTHS (4.96) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Mortgage in favour of Alberta Opportunity Co. registered as instrument #5399 U.B.
3. Postponement registered as instrument #1545 UK and
4. Caveat in favour of Societe Generale (Canada) registered as instrument #832202427.

SECOND SCHEDULE - LEASEHOLD

PLAN 4458 R.S.
THE WHOLE OF PARCEL CG
CONTAINING 1.17 HECTARES, MORE OR LESS
JASPER

Permitted Encumbrances:

1. Mortgage registered as instrument No. 832187939 to Societe Generale (Canada)
2. Caveat in favour of Societe Generale (Canada) registered as instrument No. 832202425

THIRD SCHEDULE-

Permitted Encumbrances:

1. a debenture in the principal amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS in favour of the Alberta Opportunity Company and registered on the mortgage register at the Corporations Branch on September 19, 1973.
2. a chattel mortgage in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432294 and in the mortgage register at the Corporations Branch on August 4, 1983 in the principal amount of Eleven Million, Five Hundred Thousand (\$11,500,000.00) Dollars; and
3. an assignment of book debts in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432573.

TAB Z

ASSIGNMENT OF DEBENTURE

THIS INDENTURE MADE THIS 15th day of April, A.D. 1985

BETWEEN:

WALTER P. TWINN
as Trustee of the Sawridge Indian Band
(hereinafter called the "Assignor")

OF THE FIRST PART

AND:

WALTER P. TWINN, SAM TWIN, AND GEORGE TWIN
As Trustees for the Sawridge Band Inter Vivos Settlement

(hereinafter called "the Assignees")

OF THE SECOND PART

WHEREAS the Assignor holds a certain debenture made in writing and executed on the 21st day of January, 1985, between Sawridge Enterprises Ltd. and the Sawridge Indian Band through its Chief Walter P. Twinn acting Trustee as holder, in the principal amount of \$12,000,000.00.

AND WHEREAS the Assignor has agreed to assign all of its interest in the aforesaid debenture to the Assignees.

AND WHEREAS the Assignees have consented to such assignment.

NOW THEREFORE, in consideration of the sum of \$1.00 together with other good and valuable consideration the adequacy and sufficiency whereof is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The said Assignor does hereby assign all its interest in the said debenture as hereinbefore described to the said Assignees to have and to hold the said interest in the said debenture, unto and to the use of the Assignees, their heirs and assigns forever, subject to the terms, covenants contained in the said debenture.
2. The said Assignor hereby covenants with the said Assignees that there is now due or accruing due and unpaid under the said debenture, the sum of \$13,157,219.89.
3. The said Assignor covenants that it has done no act or permitted any act to encumber its interest in the said debenture, and it has not done or permitted any act, neither has it been guilty of any omission or laches whereby the said debenture has become in part or entirely in any way impaired or invalid and has not released, assigned, hypothecated or discharged nor has any covenant, condition, or proviso contained in the said debenture been discharged or waived or any breach or non-performance of any covenant contained in the said debenture been waived or condoned and that the Assignor will, upon the request to do so from the Assignees do, perform, or execute every act necessary to enforce the full performance of the covenants or any other matter contained in the said debenture. For the purposes of enforcing all rights of the Assignor, being the SAWRIDGE INDIAN BAND, in the said debenture, the said Assignor does hereby nominate, constitute and appoint the Assignees its true and lawful attorney, irrevocable and to use the name of the Sawridge Indian Band in securing the enforcement of all such rights contained in the debenture.

NOW WHEREFORE the Assignor and Assignee have hereunto affixed
their signatures on the day and month and year first written above.

SAWRIDGE INDIAN BAND

Per:

Walter S.
Chapman

SAWRIDGE BAND INTER VIVOS SETTLEMENT

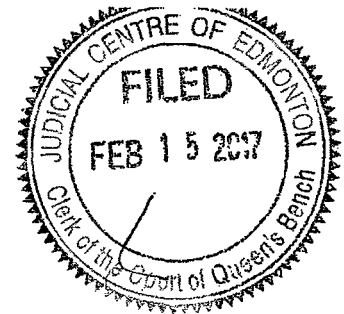
Per:

Walter S.
G. H. S.
James J.

TAB A A

COURT FILE NUMBER
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

1103 14112



EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,
RSA 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 (the
"Sawridge Trustees")

DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

AFFIDAVIT OF PAUL BUJOLD

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

I hereby certify this to be a
true copy of the original.
for Clerk of the Court

I, Paul Bujold, of Edmonton, Alberta, make oath and say that:

1. I am the Chief Executive Officer of the 1985 Sawridge 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.
2. I have reviewed the affidavit of Catherine Twinn ("Catherine") filed September 30, 2015 (the "September 30 Affidavit") and wish to provide by this affidavit my response to the

the membership committee and had ample opportunity for many years to change the membership process if she thought it was flawed, but she did not do so.

71. If beneficiaries need to be members of SFN, then there is already a process for determining members and there is no reason to create another process.
72. If the Trustees must determine the membership under the 1982 *Indian Act* definition, there are several problems as the 1982 Act has antiquated concepts which no longer are in force. The 1982 Act had the concept of enfranchisement and protesting illegitimate children, which no longer exists. The 1982 Act continues the discrimination against women who did not marry a man who had First Nation status and discriminates against their children. It discriminated against all kinds of people. To determine the beneficiaries under the 1982 *Indian Act* definition, by its nature, requires the Trust to function in a discriminatory manner.
73. In response to paragraph 29(e), of the September 30 Affidavit, while there may be a list of potential beneficiaries, the final determination of the Court is necessary. It may be that the Court determines that the definition should be "members" and thus no further process is necessary.
74. The 1982 Trust defined the beneficiaries as "members" of SFN.
75. My investigation shows that the goal of the Settlor of the 1985 Trust had been to switch back to "members" of SFN as beneficiaries and combine the 1985 and 1986 Trusts once the result of Bill C-31 was known.
76. I do not think that Chief Roland Twinn was the only one not to engage in the process set up by Catherine referred to in Exhibit "D" of the September 30 Affidavit.
77. In respect of paragraph 29(f) of the September 30 Affidavit, membership is the responsibility of SFN as has been the case since SFN took control of its membership in 1985. When the Settlor set up the Trusts, he could have given the Trustees control over who would be beneficiaries but he did not do so.
78. In respect of paragraph 29(g) of the September 30 Affidavit, the Trustees have concluded that SFN membership is the jurisdiction of SFN and not the Trustees. This determination is supported by:

Trusts to Merge

153. At an October 18, 2011 meeting, Catherine referenced a part of the transcript from Chief Walter Twinn's testimony in the constitutional challenge litigation involving SFN suggesting that the two Trusts were not to co-exist; the 1985 Trust was not going to be effective and the 1986 Trust would survive. Catherine is now challenging that concept and suggesting that the Chief Walter Twinn always wanted two Trusts with two sets of beneficiaries.
154. In addition, in 2009, the Companies were lobbying the Trustees to merge the Trusts since the two-trust-situation was impeding business. Donovan Waters even drew up a Trust Deed in 2010 envisioning this merger of the Trusts if the beneficiary definition was changed to be the same in both Trusts. Catherine was involved in this process and approved it.
155. It is clear from the transcript of Chief Walter Twinn that the Trusts were to be merged. I also learned that from a phone call with Maurice Cullity. The relevant portion of the transcript is attached hereto as Exhibit "AA"

December 16, 2015 affidavit of Catherine Twinn

156. Catherine also deposed a further affidavit and filed such affidavit on December 16, 2015 ("December Affidavit"). Much of the evidence in the December Affidavit is a repetition of the evidence in the September 30 Affidavit and thus I will only address my concerns, and contrary evidence, about those matters which are not a repetition.
157. In several of the paragraphs of the December Affidavit, Catherine addresses the need for the Trustees to become involved in the SFN membership process. I believe that the decision of Justice Thomas in December 2015 has determined that it is not appropriate to address membership in the 1103 action. Further, membership is not relevant to the 1403 action. Thus, while I have contrary evidence to the issues as Catherine has raised them in the December Affidavit, I will not set out that evidence in detail as I believe it has now become irrelevant. Specifically, references to SFN membership in paragraphs 4, 6, 7, 10, 11 and 12 of the December Affidavit will not be specifically addressed.
158. Catherine suggests that the Trusts need independent representation so that the management of the assets is not affected by "improper motivations". The Trusts' assets

TAB B B

Action No.: 1103-14112
E-File No.: EVQ19SAWRIDGE
Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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 VIROS
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 Trust") and the SAWRIDGE TRUST ("Sawridge Trust")

ROLAND TWINN, MARGARET WARD, BERTHA L'HIRONDELLE,
EVERETT JUSTIN TWINN AND DAVID MAJESKI, as Trustees for
the 1985 Trust ("Sawridge Trustees")

Applicants

PROCEEDINGS

Edmonton, Alberta
October 30, 2019

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

2

3

4 October 30, 2019

Afternoon Session

5

6 The Honourable

Court of Queen's Bench

7 Mr. Justice Henderson

of Alberta

8

9 M. Sestito

For R. Twinn, M. Ward, B. L'Hirondelle, E.

10

Twinn, and D. Majeski

11 K. Martin

For R. Twinn, M. Ward, B. L'Hirondelle, E.

12

Twinn, and D. Majeski

13 E. Molstad, Q.C.

For Sawridge First Nation

14 E. Sopko

For Sawridge First Nation

15 P. Faulds, Q.C.

For the Office of the Public Trustee

16 J. Hutchison

For the Office of the Public Trustee

17 C. Osualdini

For C. Twinn

18 D. Risling

For C. Twinn

19 (No Counsel)

For S. Twinn

20 R. Lee

Court Clerk

21

22

23 THE COURT CLERK:

Order in court, all rise.

24

25 THE COURT:

Good afternoon. Please be seated.

26

27 MR. FAULDS:

Good afternoon.

28

29 MS. HUTCHISON:

Good afternoon.

30

31 MS. OSUALDINI:

Good afternoon.

32

33 MR. MOLSTAD:

Good afternoon.

34

35 THE COURT:

Okay. Mr. Molstad?

36

37 MR. MOLSTAD:

Yes. Would you like me to introduce the

38 participants here today, Sir?

39

40 THE COURT:

Why don't you do that if for no other reason than

41 the record.

1
2 MS. HUTCHISON: M-hm.
3
4 THE COURT: -- badly because this is an issue that I have
5 raised, and I have raised it, the reasoning, because, in my view, until you have a trust on a
6 solid foundation, talking about making changes to it doesn't make any sense to me. If
7 you -- if you start talking about making changes to a trust that isn't on a solid foundation,
8 then it comes crashing down two years or five years from now. That's not helping anyone
9 out. So you -- you may all have agreed, it may -- it may have been a hard-thought
10 negotiation which resulted in a consent order being placed to Justice Thomas. My
11 question is, what does it mean?
12
13 MS. HUTCHISON: And --
14
15 THE COURT: That's -- that's the question.
16
17 MS. HUTCHISON: And, My Lord, we completely appreciate that
18 we will be arguing that with you -- or before you --
19
20 THE COURT: I know.
21
22 MS. HUTCHISON: -- extensively --
23
24 THE COURT: I'm eager --
25
26 MS. HUTCHISON: -- on November 27th.
27
28 THE COURT: -- I'm eager to hear all about it.
29
30 MS. HUTCHISON: And I -- I'm certain that you are. The question
31 for us today is --
32
33 THE COURT: And I'm hoping --
34
35 MS. HUTCHISON: -- whether --
36
37 THE COURT: -- you can satisfy my concerns easily.
38
39 MS. HUTCHISON: I believe we can, My Lord, but --
40
41 THE COURT: Good. Well, I --

TAB C C

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Cable DEHANDS

ACCOUNTANTS' COMMENTS

To the Trustees of
The Sawridge Band Inter-Vivos Settlement Trust:

We have prepared the accompanying balance sheet as at December 31, 1986 and the statement of income and trust balance for the year then ended from the records of The Sawridge Band Inter-Vivos Settlement Trust and from other information supplied to us by the Trustees. In order to prepare these financial statements we made a review, consisting primarily of enquiry, comparison and discussion, of such information. However, in accordance with the terms of our engagement, we have not performed an audit and consequently do not express an opinion on these financial statements.

The investment in the subsidiary is recorded on the cost basis of accounting in the accompanying unaudited financial statements. In this case, generally accepted accounting principles require that the financial statements be prepared on a consolidated basis. The effects of this departure from generally accepted accounting principles on the accompanying unaudited financial statements have not been determined.

Deloitte Haskins & Sells

Chartered Accountants

May 5, 1987

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF LOSS AND TRUST BALANCE

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
INCOME		
Interest	\$ -	\$ 3,324,725
EXPENSE		
Professional fees	<u>66,500</u>	<u>66,500</u>
NET (LOSS) INCOME (Note 6)	(66,500)	3,258,225
TRUST BALANCE, BEGINNING OF YEAR	27,761,254	23,753,062
CONTRIBUTION FROM BENEFICIARIES (Note 7)	<u>-</u>	<u>749,967</u>
TRUST BALANCE, END OF YEAR	<u>\$27,694,754</u>	<u>\$27,761,254</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

BALANCE SHEET

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
<u>ASSETS</u>		
CASH	\$ -	\$ 5,094
DUE FROM SAWRIDGE HOLDINGS LTD. (Note 3)	27,696,128	27,756,128
INVESTMENT (Note 4)	<u>32</u>	<u>32</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

<u>TRUST BALANCE</u>		
BANK INDEBTEDNESS	\$ 1,406	\$ -
TRUST BALANCE (Note 5)	<u>27,694,754</u>	<u>27,761,254</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

Approved by the Board:

.....Trustee

.....Trustee

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
SOURCES OF CASH		
Operations	\$(66,500)	\$3,258,225
Contributions from beneficiaries	<u>749,967</u>	<u>-</u>
	683,467	3,258,225
USE OF CASH		
Increase in amounts due from subsidiary company	<u>689,967</u>	<u>3,258,127</u>
(DECREASE) INCREASE IN CASH	(6,500)	98
CASH, BEGINNING OF YEAR	<u>5,094</u>	<u>4,996</u>
(BANK INDEBTEDNESS) CASH, END OF YEAR	<u>\$ (1,406)</u>	<u>\$ 5,094</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

1. OPERATIONS

The Sawridge Band Trust was established on April 15, 1982 and during 1985 changed its name to "The Sawridge Band Inter-Vivos Settlement" Trust.

2. SIGNIFICANT ACCOUNTING POLICY

The financial statements have been prepared in accordance with generally accepted accounting principles, except that these financial statements are not consolidated, and reflect the following policy:

Investment

The investment in a wholly-owned subsidiary is recorded on the cost basis of accounting whereby the investment is initially recorded at cost and earnings (from the investment) are recognized only to the extent received or receivable.

3. DUE FROM SAWRIDGE HOLDINGS LTD.

The amounts due from Sawridge Holdings Ltd., a wholly-owned subsidiary, are as follows:

	<u>1986</u>	<u>1985</u>
Promissory note, unsecured, payable on demand and bearing interest at prime plus 3%	\$ 1,067,354	\$ 1,067,354
Advances, bearing interest at prime plus 3% and secured by a demand debenture	<u>26,628,774</u>	<u>25,938,807</u>
	<u>\$27,696,128</u>	<u>\$27,006,161</u>

Interest on the above receivables was waived for the current year.

4. INVESTMENT

The trust owns 100% of Sawridge Holdings Ltd.

5. TRUST BALANCE

Under the terms of the Trust Agreement, the Trust is for the irrevocable benefit of all of the members, present and future, within the meaning of the Indian Act as such provisions existed on the 15th day of April, 1985, of the Sawridge Indian Band #19, who are descendants of the original signators of Treaty Number 8 and who remain as members of the Sawridge Indian Band #19.

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

6. INCOME TAXES

The trust is not taxable as the taxable income has been designated to be taxed in the hands of the beneficiaries.

7. CONTRIBUTIONS FROM BENEFICIARIES

The prior year's financial statements have been revised to correct as accounting error whereby a contribution of \$749,967 from beneficiaries was incorrectly recorded as an advance from Sawridge Holdings Ltd.