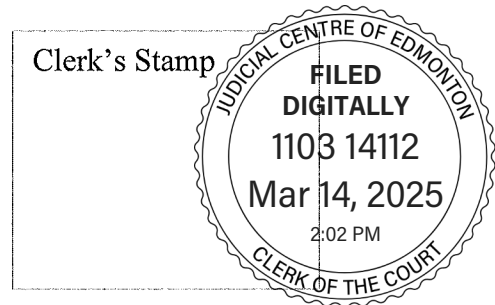


COURT FILE NUMBER 1103 14112

COURT COURT OF KING'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, EVERETT JUSTIN TWIN, MARGARET WARD,
TRACEY SCARLETT and DAVID MAJESKI, as Trustees for the
1985 Trust ("Sawridge Trustees")**

RESPONDENTS **THE OFFICE OF THE PUBLIC GUARDIAN AND TRUSTEE and
CATHERINE TWINN**

DOCUMENT **REPLY SUBMISSIONS OF THE OFFICE OF THE PUBLIC
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I. OVERVIEW

1. The Sawridge First Nation (SFN) seeks intervener status in the Sawridge Trustees' (Trustees) multi-part application filed June 28, 2024 (the Trustees' Application). The proposed intervention is overly broad, would raise issues not in the Trustees' Application or the proceedings as a whole, and seeks a remedial order that could usurp the role of the parties.

2. The Office of the Public Guardian and Trustee (OPGT) does not oppose the SFN being granted a focused right of intervention in the first part of the Trustees' Application, which asks whether they may make distributions to the beneficiaries of the Sawridge Inter Vivo Settlement (the 1985 Trust) notwithstanding the acknowledged discriminatory nature of its beneficiary definition (the Threshold Issue), provided that intervention is limited to the issues raised by the parties and to the evidence already before the Court.

3. The OPGT acknowledges that members of the SFN could be affected by the outcome of the Threshold Issue and that Henderson J. found in a prior SFN intervention application that the SFN is a proper representative of its members for the purposes of such an intervention.¹

4. The Trustees seek a determination of the Threshold Issue first, specifically paragraph 1(b) of the Trustees' Application. How the remaining parts of the application will proceed is contingent on its outcome. Accordingly, it is premature to address any SFN interest in the other issues raised by the Trustees' Application, which also include matters in which the SFN has no interest.

5. As this is the first substantial application before the new Case Management Justice, in addition to submissions addressing these matters, the OPGT provides a summary of the background, history and context giving rise to the Threshold Issue to assist the Court.

¹ Transcript of oral decision of Henderson J. in these proceedings, October 31, 2019, page 5, lines 9 to 23 [Appendix M]; Authorities of the OPGT, Tab A

II. FACTS

History of the Sawridge Trusts

The 1982 Trust

6. Under earlier versions of the *Indian Act*, some First Nations, including the SFN, were concerned about their capacity to hold and manage revenues generated from their own reserve lands and assets acquired with those revenues. First Nations turned to various devices, including the use of trusts, to facilitate economic activity.

7. The 1982 Trust was settled on April 15, 1982, by the late Walter Patrick Twinn, then Chief of the SFN as “a more formal vehicle to hold property for the benefit of present and future members of the Sawridge Indian Band.” Its beneficiaries were described as “all members, present and future, of the Band”.

The 1985 Trust

8. The pre-1985 *Indian Act* provisions on First Nations’ membership granted membership rights preferentially to the male line, including by removing membership rights from Status Indian women who married non-Indians.

9. With the advent of the *Charter* and its equality guarantees, legislative changes to this patriarchal approach were required. At the same time, the constitutional protection of aboriginal and treaty rights also supported the growing demand for First Nations self-government, including First Nations control of their own membership.

10. The *Charter* took effect April 17, 1982. Its equality protection under s. 15 was suspended for three years, until April 17, 1985, to allow all levels of government to review and amend discriminatory legislation. The *Indian Act*, including its discriminatory membership

provisions, was a subject of such review which engendered significant debate both within First Nations communities and between those communities and Canada.²

11. As a result of this review, in 1985 the Government of Canada enacted Bill C-31 to amend the *Indian Act* as follows:

- i. Eliminated provisions concerning Indian status and band membership which discriminated on the basis of sex; and³
- ii. Granted automatic entitlement to band membership in their former bands for certain categories of persons (acquired rights members). This entitlement was effective regardless of the wishes of their Band.⁴
- iii. Gave First Nations the ability to establish their own membership codes and assume control over their own membership (s.10 Bands), provided their codes respected the membership of acquired rights members.

12. The SFN supported First Nation control of membership but opposed the automatic return of membership rights for acquired rights members. The SFN and its leadership took the following steps to try and prevent this element of Bill C-31 from impacting it:

- a. First, on the eve of the date Bill C-31 was to become effective, Chief Twinn settled the 1985 Trust and the Trustees of the 1982 Trust transferred all assets held by the 1982 Trust to the new trust. The 1985 Trust defined its beneficiaries as persons who would be band members under the pre-Bill C-31 *Indian Act* rules. The stated purpose of this was to protect the 1982 Trust assets from persons who would become band members and thus beneficiaries of the 1982 Trust as a result of the automatic entitlement provisions of Bill C-31.⁵

² Hartley, Gerard, "The Search for Consensus: A Legislative History of Bill C-31, 1969-1985" (2007) *Aboriginal Policy Research Consortium International (APRCi)* [Authorities Tab 3]

³ *Indian Act*, R.S.C. 1970, c.1-6, s.12 [Authorities Tab 5]; *Indian Act*, R.S.C. 1985, c. 1-5, s. 6, 10 and 11 [Authorities Tab 6]

⁴ *Sawridge Band v. Canada*, 2003 FCT 347, paras. 29, 34-38; upheld on appeal, *Sawridge Band v. Canada*, 2004 FCA 16 [Authorities Tab 11]

⁵ Bujold 12/11 at paras. 15-22 [Appendix B]; Questioning of Paul Bujold on his September 12, 2011 Affidavit by counsel for SFN, July 27, 2016 (PB Questioning 27/07/16): p.22, l.1-27 and p.23, l.1-22 [Appendix F]; October 1993 Trial Evidence of Walter Patrick Twinn, p. 3906 line 4 to page 3908 line 20; Exhibit "B" to the Affidavit of Darcy Twinn sworn September 24, 2019 [Appendix L]

- b. Second, the SFN commenced a constitutional challenge to Bill C-31 in conjunction with other First Nations. It alleged the provisions giving certain persons automatic entitlement to band membership infringed constitutionally protected treaty and aboriginal rights.⁶ The constitutional challenge and the asset transfer were complementary measures. The intent of the 1985 Trust was to protect the assets from individuals whose entitlement to membership was restored by Bill C-31 pending the completion of the constitutional challenge.⁷
- c. Third, the SFN exercised its right under Bill C-31 to establish its own membership code. The code was established by SFN resolution on July 4, 1985. On July 8, 1985 the SFN gave notice to the Minister of Indian Affairs that it was assuming control of its membership pursuant to the resolution. The SFN membership code has governed membership in the SFN since the date of that Notice.⁸

13. On Questioning, Mr. Bujold said the objective of establishing the 1985 Trust and transferring the 1982 Trust assets to it had been to protect the assets in the 1982 Trust from individuals who might be “forced’ on the SFN as members.⁹

The 1986 Trust

14. Following the establishment of its own membership code Chief Twinn settled a further trust whose beneficiaries were SFN members as determined by its membership code (the 1986 Trust). Thereafter the SFN transferred cash and other assets into the 1986 Trust. No further assets were added to the 1985 Trust after the 1986 Trust was settled.¹⁰

15. Mr. Bujold described the effect of these various steps in his September 12, 2011 Affidavit:

“31. Effectively, the assets in existence 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

⁶ PB Questioning 27/07/16, at p.22, l. 2-17 [Appendix F]; See also *Sawridge Band v. Canada*, 1997 CanLII 5294 (FCA), “Facts” [Authorities Tab 10]

⁷ *Ibid*

⁸ Affidavit of Records of Sawridge Trustees, filed April 30, 2018, Documents #SAW000166 and #SAW00697 [Appendix J]

⁹ PB Questioning 27/07/16, at p.23-24 [Appendix F]

¹⁰ Bujold 12/11 at paras. 29-31, and Exhibit “K” [Appendix B]

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.”¹¹

16. The 1986 Trust has operated actively since 1986, including distributing funds to its beneficiaries. While the 1985 Trust has been operational, it has yet to distribute any funds or benefits to beneficiaries. The Trust was estimated in 2011 to hold assets of approximately \$70 Million.

17. Despite the requirements of Bill C-31, the SFN refused to recognize any of its acquired rights members, thus also excluding them from beneficiary status under the 1986 Trust. This situation was not rectified until 2003 when the Federal Court of Canada issued an injunction requiring SFN to accept all its acquired rights members.¹² Since then, SFN Bill C-31 acquired rights members have been recognized as beneficiaries of the 1986 Trust.

18. Following two trials and ensuing appeals, the SFN’s constitutional challenge was dismissed in December 2009. The within proceeding was commenced in August 2011.¹³

History of these proceedings pertinent to the SFN Intervention Application

The SFN has avoided being a party to these proceedings

19. This proceeding was effectively commenced by the August 30, 2011, Affidavit of Paul Bujold, the Chief Executive Officer of the 1985 and 1986 Trusts. It gave rise to a Procedural Order directing the Trustees to bring an application to address the following issues:

- a. To seek direction with respect to the definition of “Beneficiaries” contained in the 1985 Sawridge Trust, and if necessary to vary the 1985 Sawridge Trust to clarify the definition of “Beneficiaries”.

¹¹ Bujold 12/11 at paras. 31 [**Appendix B**]

¹² *Sawridge Band v. Canada*, *supra*, at footnote 4

¹³ *Sawridge Band v. Her Majesty the Queen, Congress of Aboriginal Peoples, Native Council of Canada (Alberta), Non-Status Indian Association of Alberta and Native Women’s Association of Canada AND BETWEEN Tsuu T’ina First Nation (formerly the Sarcee Indian Band) v. Her Majesty the Queen, Congress of Aboriginal Peoples, Native Council of Canada (Alberta), Non Status Indian Association of Alberta and Native Women’s Association of Canada*, 2009 CanLII 69744 (SCC) [**Authorities Tab 12**]

- b. To seek direction with respect to the transfer of assets to the 1985 Sawridge Trust.¹⁴

20. The Procedural Order directed the Trustees to give notice of the application to a wide range of parties including the SFN and all beneficiaries and potential beneficiaries of the 1985 Trust. Notice was given by a wide variety of means resulting in hundreds of individuals being notified.¹⁵

21. The SFN and others participated informally in the earlier stages of this proceeding but the SFN made it clear it did not want to be a party. In a decision in late 2015, then Case Management Justice, Thomas J. summarized the position of the SFN in the litigation as follows:

[15] The SFN takes the position that it is not a party to the Trustee's proceedings in this Court and it has been careful not to be added as a party. The SFN and the Sawridge Trustees are distinct and separate entities. It says that since the SFN has not been made a party to this proceeding, the Rules Part V procedures to compel documents do not apply to it.¹⁶

This has not changed. The SFN has never sought to become a party but has applied for intervener status on specific issues.

This proceeding does not involve, and never has involved, any issue about whether the 1985 Trust lacks certainty of objects.

22. The SFN application for intervention states at paragraph 9(a) that it would advance positions not addressed by the parties including: "The 1985 Sawridge Trust is invalid for failing to have objects which are ascertainable..."

¹⁴ Order of Thomas J., August 31, 2011, para. 1 [Appendix A]

¹⁵ Newspaper Notice, High Prairie and Slave Lake, posted to website September 1, 2011 [Appendix Q]; Email Notice, Paul Bujold to Beneficiaries and Potential Beneficiaries, re Court Application, posted to website September 1, 2011 [Appendix Q]; Sample Notice Letter, Paul Bujold to Beneficiaries and Potential Beneficiaries, Sent by Registered Mail, re Court Application, posted to website September 1, 2011 [Appendix Q]; Affidavit of Records of Catherine Twinn, filed February 1, 2019, Document #TWN003125 [Appendix K]

¹⁶ *1985 Sawridge Trust v Alberta (Public Trustee)*, 2015 ABQB 799 [Authorities Tab 1]

23. The Trustees have never sought advice and direction in this proceeding with respect to whether the 1985 Trust satisfies the three certainties and is or is not valid on that basis. The parties have engaged in 13 years of litigation on the common understanding there is no issue on that account and that the 1985 Trust is valid in that respect.

24. Rather, since Mr. Bujold's first affidavit in 2011 the focus has been on confirming the 1982 assets were properly transferred to the 1985 Trust, (which has now conclusively been established), addressing the discriminatory nature of the beneficiary definition in the 1985 Trust and establishing a fair distribution plan.

25. Initially, the Trustees sought to amend the beneficiary definition, as set out in Mr. Bujold's second 2011 affidavit in this proceeding.¹⁷ Given the difficulties in effecting an amendment to the 1985 Trust, the Trustees now seek advice and direction regarding whether they can make distributions from the Trust notwithstanding its discriminatory nature.

26. At various times the Trustees have provided information identifying beneficiaries of the 1985 Trust. For example, in 2014 Paul Bujold gave evidence that the Trustees had identified 23 minor beneficiaries of the 1985 Trust, 21 of whom were not members of the SFN and would lose their beneficiary status if the 1985 Trust was amended as then proposed.¹⁸ Further lists of the minor beneficiaries were provided by the Trustees in 2015¹⁹ and 2016.²⁰ The SFN has not challenged the accuracy of this evidence and the parties have operated on the basis of this evidence and the understanding that the 1985 Trust's beneficiaries are ascertainable.

27. As a result of the Court of Appeal decision in *Sawridge #5*,²¹ in 2018, the Trustees filed a constating document, Statement of Issues and Relief Sought, setting out the remaining

¹⁷ Affidavit of Paul Bujold, September 12, 2011, at paras. 32 and 33; [Appendix B]

¹⁸ Bujold Questioning 27/05/14, page 122 line 15 to page 123 line 15 [Appendix C]; Trustees Letter dated June 1, 2015 [Appendix D]

¹⁹ Application of 1985 Trustees filed June 12, 2015 [Appendix E]

²⁰ Trustees Letter dated September 14, 2016 [Appendix G]

²¹ *Twinn v. Twinn* 2017 ABCA 419, para. 21 [Authorities Tab 15]

issues in this proceeding.²² The Statement did not identify certainty of objects as a matter on which advice and direction was required.

28. The Trustees' Application, in which SFN now seeks to intervene, was filed June 28, 2024. It also does not identify certainty of objects as an issue requiring advice and direction in the application.

29. Until this intervention application by the SFN, no-one has ever applied for standing to challenge the validity of the 1985 Trust on any basis, including alleged inability to identify its beneficiaries, or uncertainty of objects.

30. The SFN has, in the past, threatened to do so but not followed through. For example, in September 2017 the SFN wrote to then Case Management Justice Thomas that the SFN was considering such an application "to dissolve the 1985 Trust on grounds that it fails as being discriminatory and contrary to public policy and other grounds."²³ However the SFN did not proceed with any such application.

31. It has also advanced argument challenging the validity of the 1985 Trust on the grounds its objects were uncertain, without having indicated its intention to do so, in the context of its intervention in the Trustees' application concerning the interpretation of the Asset Transfer Order.

32. No conditions were placed on that intervention and in argument the SFN sought to persuade Henderson J. that the 1985 Trust lacked certainty of objects, which would have rendered it invalid.²⁴ Though not specifically referenced in his decision the SFN's submissions to this effect were clearly not accepted by Henderson J., whose decision was predicated upon the 1985 Trust being valid.²⁵

²² Application of the Sawridge Trustees (Statement of Issues and Relief Sought), filed January 9, 2018 [**Appendix I**];

²³ Letter from SFN to Court, dated September 18, 2017 [**Appendix H**]

²⁴ Transcript of proceedings herein before Henderson J., September 27, 2021, page 64 line 10 to page 65, line 9. [**Appendix O**]

²⁵ *Twinn v Trustee Act*, 2022 ABQB 107, at e.g paras.286-289 [**Authorities Tab 14**]

33. In the course of the Asset Transfer Order application, the Trustees provided further information concerning the beneficiaries of the 1985 Trust in response to a request by Henderson J. for some “high level” information concerning members of the SFN and beneficiaries of the 1982 and 1985 Trusts.²⁶ The brief disclosed the Trustees believed there were 56 beneficiaries of the 1985 Trust. Of those, 30 were SFN members (out of a total SFN membership at the time of 45) and 26 were non-SFN members. These figures were relied upon by Henderson J in his decision.²⁷

34. In its decision on the ensuing appeal from the decision of Henderson J., the Alberta Court of Appeal noted:

“After the 2016 Consent Order was signed, the first case management judge noted that the remaining issue was “who the beneficiaries are”. In context, this was clearly a reference to the need to confront the discriminatory aspects of the definition of “Beneficiaries” in the 1985 Trust. **In a literal sense, “who the beneficiaries are” was clearly defined in the 1985 Trust.** As all were aware, the issue was “who should the beneficiaries be”. ”²⁸ (emphasis added)

Related Proceedings

35. Sawridge Chief Isaac Twinn, Sawridge Councilor Samuel Twinn, and Patrick Twinn have recently commenced a related application against the Trustees, seeking to remove them and be appointed (along with Shelby Twinn and Cody Twinn), in their place.²⁹ The grounds for this application overlap to an extent with the evidence of Chief Twinn filed in support of the SFN’s intervention application herein, namely that the 1985 Trustees have failed to identify all 1985 Trust beneficiaries.

²⁶ Brief of the Sawridge Trustees in Respect of the Impact of the Definition of Beneficiaries in Respect of the 1982 and 1985 Trust, filed November 30, 2020 [Appendix N]

²⁷ *Twinn v Trustee Act*, *supra* at fn 20, paras 15-17

²⁸ *Twinn v Alberta (Office of the Public Trustee)*, 2022 ABCA 368, para.51 [Authorities Tab 13]

²⁹ Originating Application filed by Isaac Twinn, Chief of the Sawridge First Nation *et al*, January 17, 2025 [Appendix P]

III SUBMISSIONS

The SFN intervention application is overbroad

36. The Trustees' Application seeks an overall resolution of this proceeding, seeking advice and direction concerning the following:

- a) Confirming the validity of the 1985 Trust;
- b) Affirming that notwithstanding the discriminatory nature of the 1985 Trust, the Trustees may proceed to make distributions to trust Beneficiaries;
- c) Approving the Distribution Proposal submitted by the Trustees;
- d) Confirming the OPGT has satisfied its Court imposed obligations;
- e) Discharging the OPGT;
- f) Declaring the indemnification and funding of the OPGT to be ended; and
- g) Confirming the subject proceedings to have ended.

The parties have agreed the overall application should be heard in stages, the first dealing with whether the Trustees can make distributions to the beneficiaries as currently defined. The Trustees' Distribution Proposal and the role of the OPGT will be dealt with in later stages.

37. The application by the SFN to participate in other stages of this application is overbroad. First, the later stages of the application are contingent on the outcome of the first. If, for example, the Court's advice and direction at the first stage were that the Trustees can not distribute to the currently defined beneficiaries, the proceeding would necessarily take a different direction and the second and third stages would be deferred and potentially reframed. Moreover, the SFN has not identified any interest it might have in stage 3 which, if reached in the context of this application, will address whether the OPGT has fulfilled its court-directed mandate.

The SFN intervention application impermissibly seeks to introduce new issues into the proceeding.

38. By proposing to question whether the 1985 Trust satisfies the requirement of certainty of objects, the SFN intervention application explicitly seeks to raise a new issue that would widen the *lis* framed by the parties.

39. In his concurrence in the recent Supreme Court of Canada decision in *R. v. McGregor*, Justice Rowe set out at length why interveners should not be permitted to introduce new issues in a proceeding. Intervenors in the case had urged the Court to overturn one of its precedents, a case which both parties explicitly assumed valid. In doing so, Justice Rowe observed, the interveners exceeded “the well-established limits on interveners.”³⁰

40. As Justice Rowe observed, the limits on the role of interveners are “grounded in the adversarial system: the parties control their case and decide which issues to raise.”³¹ Intervenors are not parties and must not widen or add to the points in issue or adduce evidence without specific leave.³²

41. Justice Rowe summarized his conclusions as follows:

[109] In sum, an intervener can make useful contributions when it respects the rules, practice directions, and jurisprudence of this Court. **By contrast, it exceeds its role when it seeks to alter the nature of the litigation by usurping the role of the parties, expanding the issues before the Court, or presenting new evidence.** An intervention that contravenes these settled rules is improper, and has negative consequences for the parties, potential interveners, and the administration of justice. (emphasis added)

³⁰ *R. v. McGregor*, 2023 SCC 4, (*McGregor*) at para 98 [Authorities Tab 8]

³¹ *McGregor*, at para. 104

³² *McGregor*, at paras. 105-108

42. The prohibition on widening the issues is equally well-established in the Alberta jurisprudence concerning interventions at both the trial and appellate levels.³³ It has also been expressed in colorful and colloquial terms in a recent Federal Court of Appeal decision:

“In this Court, interveners are guests at a table already set with the food already out on the table. Intervenors can comment from their perspective on what they see, smell and taste. They cannot otherwise add food to the table in any way.”³⁴

43. The history of these proceedings illustrates the mischief that may result when this basic rule is not imposed and enforced. When the SFN was granted intervener status in the application concerning the effect of the Asset Transfer Order (ATO), no limits were placed on its participation. The SFN position effectively expanded the scope of the question before Henderson J. who granted what amounted to a remedial order desired by the SFN, namely that the assets of the 1985 Trust were held for the beneficiaries of the 1982 Trust.³⁵

44. The result was a three-year detour in the case before the Alberta Court of Appeal set aside the decision of Henderson J. and put the proceedings back on track.

45. Here the SFN is explicitly clear that if granted intervener status it will raise an issue that is not raised by the Threshold Application as contemplated by the Trustees, or the Trustees’ Application as a whole, and that seeks to undermine the very existence of the 1985 Trust on the basis that its objects are unascertainable.

46. As the SFN says at paragraphs 74 and 75 of its brief, if granted intervention it will argue that the beneficiaries of the 1985 Trust are unascertainable, that the 1985 Trust fails

³³ *Canadian Centre for Bio-Ethical Reform v Grande Prairie (City)*, 2017 ABCA 280 at paras 9-10 [**Authorities Tab 2**]; *Qualex-Landmark Towers Inc v 12-10 Capital Corp*, 2023 ABCA 177 (CanLII), at paras. 6 and 7 [**Authorities Tab 7**]; *Rebel News Network Ltd v Alberta (Election Commissioner)*, 2020 ABQB 687 (CanLII) [**Authorities Tab 9**]

³⁴ *HMK v. DAC Investment Holdings Inc.*, 2025 FCA 37, at para. 10, quoting *Tsleil-Wauth Nation v. Canada (Attorney General)*, 2017 FCA [**Authorities Tab 4**]

³⁵ *Twinn v. Trustee Act*, 2022 ABQB 107 at paras.13, 286 [**Authorities Tab 14**]; *Twinn v. Alberta (Office of the Public Trustee)*; 2022 ABCA 368, at para 59 [**Authorities Tab 13**]. It should be noted that the Court of Appeal was also critical of Henderson J. for steering the proceedings in that direction.

accordingly, and that its assets should be returned to the SFN, which amounts to a remedial order.

47. This, on its face, goes beyond the SFN offering a unique perspective on the Trustees Application and would transform the Trustees' Application into a vehicle for the SFN's own aspirations, as occurred in the ATO application.

48. These advice and directions proceeding have never concerned the validity of the 1985 Trust vis-à-vis the three certainties. On the contrary, the proceedings throughout have been predicated on its validity on that account. The focus is, and always has been, on the discriminatory nature of the beneficiary definition.

49. As the Court of Appeal found in the ATO appeal: "As noted, the whole point of the 2016 Consent Order was to confirm the validity of the of the 1985 transfer **so as to create a stable platform for settlement and resolution of the discriminatory aspects of the Trust.**" (emphasis added).³⁶ The question the Trustees now pose has changed from whether the beneficiary definition can be changed to whether the trust can be distributed notwithstanding the beneficiary definition, but the underlying issue remains the same.

The new issues are also time-barred.

50. Further, any attempt by the SFN to challenge the validity of the 1985 Trust based on its beneficiary definition (whether based on certainty of objects or discrimination) would be prohibited by limitations and *laches*.

51. The trust was settled by then Chief Walter Twinn on April 15, 1985, almost exactly 40 years ago, well outside any possible limitation date. Moreover, the SFN has been aware of, and participated in these proceedings since 2011. It would be inequitable, and contrary to the doctrine of *laches*, to allow them to now advance an argument that would render the past 13 years of litigation, with its attendant cost and effort, pointless.

³⁶ *Twinn v. Alberta (Office of the Public Trustee)*; 2022 ABCA 368, para. 52 [**Authorities Tab 13**]

The SFN application also seeks to introduce new evidence. The new evidence is unnecessary to address the issue before the Court.

52. In its Application for intervener status and its brief (see, for example, para. 79) SFN also seeks permission of the Court to lead evidence on the “application of existing beneficiary definition to existing SFN membership”. It is stated, in turn, that this may require evidence to be led on the lineage of individual members as well as expert evidence.

53. Such proposed evidence goes well beyond what is required to address the Threshold Issue and further illustrates how the SFN’s proposed intervention would constitute an unnecessary widening of the issues between the actual parties.

54. As described above, the Court was previously provided with information about how many 1985 Trust beneficiaries were and were not members of the SFN, on which the Court has relied. Similar information concerning minor beneficiaries has also been provided. While those numbers may have changed over time, the ability to ascertain beneficiaries has been established. Given that, the precise identification of “who is who” or, “how many sit where” is not necessary to decide the legal question of whether the Trustees may distribute notwithstanding the discriminatory nature of the Beneficiary definition.

55. The additional evidence, including expert evidence, proposed to be introduced by the SFN would clearly result in significant delay to the proceedings with the resulting prejudice to the parties. The scope of the proposed evidence further reflects how the proposed intervention would commandeer the Trustees’ Application and take it in a different direction.

The SFN application cannot be granted as currently framed. The OPGT would not object to the SFN being an intervener on proper terms described below.

56. For all the reasons described above the SFN intervention application goes far beyond the scope of a proper intervention.

57. The OPGT does not contest that the SFN could meet the criteria to intervene on behalf of its members who will be affected by the outcome of the Threshold Application as framed

by the Trustees. However, as currently advanced, the intervention application cannot be granted as it plainly seeks to improperly expand the issues before the Court and threatens to take the Court and parties on another long and costly detour.

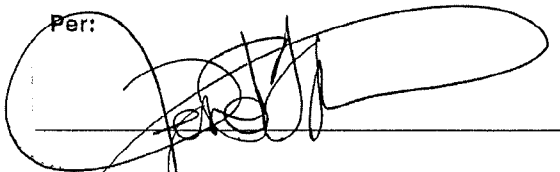
58. The OPGT does not object to the SFN being granted the right to intervene on the Threshold Application provided that its intervention reflects the proper role of an intervener. Specifically, the SFN should not be permitted to raise any new issue or evidence, including any argument the 1985 Trust is invalid on the basis that its objects are uncertain:

59. The OPGT has seen the draft Order appended to the Trustees' submissions which contains such terms and would be agreeable to it.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 14th day of March, 2025

HUTCHISON LAW

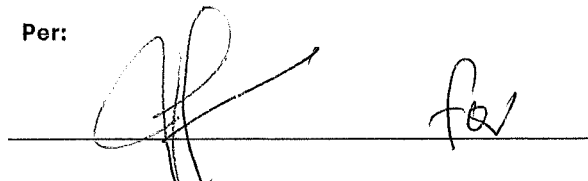
Per:



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Guardian and Trustee of Alberta

FIELD LAW

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P. JONATHAN FAULDS, K.C. and GREG HARDING
K.C.
Solicitors for the Office of the Public Guardian
and Trustee of Alberta


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M.	Transcript of Case Management Hearing, held October 31, 2019
N.	Brief of the Sawridge Trustees in Respect of the Impact of the Definition of Beneficiaries in Respect of the 1982 and 1985 Trust, filed November 30, 2020
O.	Transcript of Case Management Hearing, held September 27, 2021
P.	Originating Application filed by Isaac Twinn, Chief of the Sawridge First Nation <i>et al</i> , January 17, 2025
Q.	Documents posted to https://sawridgetrusts.ca/courtdoc/

LIST OF AUTHORITIES

<u>Tab</u>	<u>Authorities</u>
1.	<i>1985 Sawridge Trust v Alberta (Public Trustee)</i> , 2015 ABQB 799
2.	<i>Canadian Centre for Bio-Ethical Reform v Grande Prairie (City)</i> , 2017 ABCA 280
3.	Hartley, Gerard, “The Search for Consensus: A Legislative History of Bill c-31, 1969-1985” (2007) Aboriginal Policy Research Consortium International (APRCi)
4.	<i>HMK v. DAC Investment Holdings Inc.</i> , 2025 FCA 37
5.	<i>Indian Act</i> , R.S.C. 1970, c.I-6
6.	<i>Indian Act</i> , R.S.C. 1985, c. I-5
7.	<i>Qualex-Landmark Towers Inc v 12-10 Capital Corp</i> , 2023 ABCA 177
8.	<i>R. v. McGregor</i> , 2023 SCC 4 , (McGregor)
9.	<i>Rebel News Network Ltd v Alberta (Election Commissioner)</i> , 2020 ABQB 687
10.	<i>Sawridge Band v. Canada</i> , 1997 CanLII 5294 (FCA)
11.	<i>Sawridge Band v. Canada</i> , 2003 FCT 347 ; upheld on appeal, <i>Sawridge Band v. Canada</i> , 2004 FCA 16
12.	<i>Sawridge Band v. Her Majesty the Queen, Congress of Aboriginal Peoples, Native Council of Canada (Alberta), Non-Status Indian Association of Alberta and Native Women’s Association of Canada AND BETWEEN Tsuu T’ina First Nation (formerly the Sarcee Indian Band) v. Her Majesty the Queen, Congress of Aboriginal Peoples, Native Council of Canada (Alberta), Non Status Indian Association of Alberta and Native Women’s Association of Canada</i> , 2009 CanLII 69744 (SCC)
13.	<i>Twinn v Alberta (Office of the Public Trustee)</i> , 2022 ABCA 368
14.	<i>Twinn v Trustee Act</i> , 2022 ABQB 107
15.	<i>Twinn v. Twinn</i> 2017 ABCA 419

TAB A

	Clerk's stamp:
COURT FILE NUMBER	1103-14112
COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL CENTRE	EDMONTON
	<p>IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000, c. T-8, AS AMENDED</p> <p>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")</p>
APPLICANTS	ROLAND TWINN, CATHERINE TWINN, WALTER FELIX TWIN, BERTHA L'HIRONDELLE, and CLARA MIDBO, as Trustees for the 1985 Sawridge Trust
DOCUMENT	Order
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p>Attention: Doris C.E. Bonora Reynolds, Mirth, Richards & Farmer LLP 3200 Manulife Place 10180 - 101 Street Edmonton, AB T5J 3W8</p> <p>Telephone: (780) 425-9510 Fax: (780) 429-3044 File No: 108511-001-DCEB</p>

Date on which Order Pronounced: August 31, 2011

Name of Justice who made this Order: D. R. G. Thomas

UPON the application of the Trustees of the 1985 Sawridge Trust (the "Applicants" or the "Trustees"); AND UPON hearing read the Affidavit of Paul Bujold, IT IS HEREBY ORDERED AND DECLARED as follows:

Application

1. An application shall be brought by the Trustees of the 1985 Sawridge Trust for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Sawridge Trust (hereinafter referred to as the "Advice and Direction Application"). The Advice and Direction Application shall be brought:
 - a. To seek direction with respect to the definition of "Beneficiaries" contained in the 1985 Sawridge Trust, and if necessary to vary the 1985 Sawridge Trust to clarify the definition of "Beneficiaries".
 - b. To seek direction with respect to the transfer of assets to the 1985 Sawridge Trust.

Notice

2. The Trustees shall send notice of the Advice and Direction Application to the following persons, in the manner set forth in this Order:
 - a. The Sawridge First Nation;
 - b. All of the registered members of the Sawridge First Nation;
 - c. All persons known to be beneficiaries of the 1985 Sawridge Trust and all former members of the Sawridge First Nation who are known to be excluded by the definition of "Beneficiaries" in the Sawridge Trust created on August 15, 1986, but who would now qualify to apply to be members of the Sawridge First Nation;
 - d. All persons known to have been beneficiaries of the Sawridge Band Trust created on April 15, 1982 (hereinafter referred to as the "1982 Sawridge Trust"), including any person who would have qualified as a beneficiary subsequent to April 15, 1985;
 - e. All of the individuals who have applied for membership in the Sawridge First Nation;
 - f. All of the individuals who have responded to the newspaper advertisements placed by the Applicants claiming to be a beneficiary of the 1985 Sawridge Trust;
 - g. Any other individuals who the Applicants may have reason to believe are potential beneficiaries of the 1985 Sawridge Trust;
 - h. The Office of the Public Trustee of Alberta (hereinafter referred to as the "Public Trustee") in respect of any minor beneficiaries or potential minor beneficiaries; and
 - i. The Minister of Aboriginal Affairs and Northern Development Canada (hereinafter referred to as the "Minister") in respect, *inter alia*, of all those

persons who are Status Indians and who are deemed to be affiliated with the Sawridge First Nation by the Minister.

(those persons mentioned in Paragraph 2 (a) – (i) shall collectively be referred to as the “Beneficiaries and Potential Beneficiaries”)

3. Notice of the Advice and Direction Application on any person shall not be used by that person to show any connection or entitlement to rights under the 1982 Sawridge Trust or the 1985 Sawridge Trust, nor to entitle a person to being held to be a beneficiary of the 1982 Sawridge Trust or the 1985 Sawridge Trust, nor to determine or help to determine that a person should be admitted as a member of the Sawridge First Nation. Notice of the Advice and Direction Application is deemed only to be notice that a person may have a right to be a beneficiary of the 1982 Sawridge Trust or the 1985 Sawridge Trust and that the person must determine his or her own entitlement and pursue such entitlement.

Dates and Timelines for Advice and Direction Application

4. The Trustees shall, within 10 business days of the day this Order is made, provide notice of the Advice and Direction Application to the Beneficiaries and Potential Beneficiaries in the following manner:
 - a. Make this Order available by posting this Order on the website located at www.sawridgetrusts.ca (hereinafter referred to as the “Website”);
 - b. Send a letter by registered mail to the Beneficiaries and Potential Beneficiaries for which the Applicants have a mailing address and by email to the Beneficiaries and Potential Beneficiaries for which the Applicants have an email address, advising them of the Advice and Direction Application and advising them of this Order and of the ability to access this Order on the Website (hereinafter referred to as the “Notice Letter”). The Notice Letter shall also provide information on how to access court documents on the Website;
 - c. Take out an advertisement in the local newspapers published in the Town of Slave Lake and the Town of High Prairie, setting out the same information that is contained in the Notice Letter; and
 - d. Make a copy of the Notice Letter available by posting it on the Website.
5. The Trustees shall send the Notice Letter by registered mail and email no later than September 7, 2011.
6. Any person who is interested in participating in the Advice and Direction Application shall file any affidavit upon which they intend to rely no later than September 30, 2011.
7. Any questioning on affidavits filed with respect to the Advice and Direction Application shall be completed no later than October 21, 2011.
8. The legal argument of the Applicants shall be filed no later than November 11, 2011.

9. The legal argument of any other person shall be filed no later than December 2, 2011.
10. Any replies by the Applicant shall be filed no later than December 16, 2011.
11. The Advice and Direction Application shall be heard January 12, 2012 in Special Chambers.


Further Notice and Service Provisions

12. Except as otherwise provided for in this Order, the Beneficiaries and Potential Beneficiaries need not be served with any document filed with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument.
13. The Applicants shall post any document that they file with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument, on the Website within 5 business days after the day on which the document is filed.
14. The Beneficiaries and Potential Beneficiaries shall serve the Applicants with any document that they file with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument, which service shall be completed by the relevant filing deadline, if any, contained in this Order.
15. The Applicants shall post all of the documents the Applicants are served with in this matter on the Website within 5 business days after the day on which they were served.
16. The Applicants shall make all written communications to the Beneficiaries and Potential Beneficiaries publicly available by posting all such communications on the Website within 5 business days after the day on which the communication is sent.
17. The Beneficiaries and Potential Beneficiaries are entitled to download any documents posted on the Website by the Applicants pursuant to the terms of this Order.
18. Notwithstanding any other provision in this Order, the following persons shall be served with all documents filed with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument:
 - a. Legal counsel for the Applicants;
 - b. Legal counsel for any individual Trustee;
 - c. Legal counsel for any Beneficiaries and Potential Beneficiaries;
 - d. The Sawridge First Nation;
 - e. The Public Trustee; and

f. The Minister.

Variation or Amendment of this Order

19. Any interested person, including the Applicants, may apply to this Court to vary or amend this Order on not less than 7 days' notice to those persons identified in paragraph 17 of this Order, as well as any other person or persons likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



Justice of the Court of Queen's Bench in Alberta
Thomas J. R. All

809772; August 31, 2011

TAB B

Clerk's stamp:



COURT FILE NUMBER

1103 14112

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

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

This is Exhibit "A" referred to in the
Affidavit of
Paul Buigold
Sworn before me this 12 day
of September A.D., 2012
A. Magnan
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

Catherine A. Magnan
My Commission Expires
January 29, 2012

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. 190 G & H 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. I-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 decedant 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 therefore; 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:

Deather Spk
NAME

1100 One Thornton Court
ADDRESS

A. Settlor:

Walter P. J.

Deather Spk
NAME

1100 One Thornton Court
ADDRESS

B. Trustees: 1.

Walter P. J.

NAME Weather York

ADDRESS 1100 One Thornton Court

NAME Weather York

ADDRESS 1100 One Thornton Court

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

NAME _____

ADDRESS _____

2. G. V. [Signature]

3. Walter F. [Signature]

4. _____

5. _____

6. _____

7. _____

8. _____

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 TWINN
WALTER FELIX TWINN

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

Walter P. Twinn
WALTER P. TWINN

George Twinn
GEORGE TWINN

Walter Felix Twinn
WALTER FELIX TWINN

Catherine A. Magnan
My Commission Expires
January 29, 2012

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.

Interim 17 day

June 1983

Justice

Clerk of the Court

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

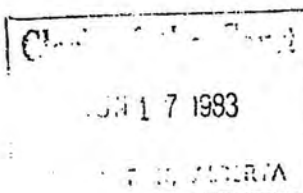
AND:

WALTER P. TWINN (as representative
of the beneficiaries)

RESPONDENT

ORDER

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



THIS AGREEMENT made with effect from the
A.O. 1983.

19th day of December
This is Exhibit "D" referred to in the

Affidavit of

Paul Buisold

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 or 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:

M Caparkur
Witness

Walter P Twinn
Walter Patrick Twinn

Dec 19/83
Date

M Caparkur
Witness

Walter F Twinn
Walter Felix Twinn

Dec 19/83
Date

Mr Capenhus
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Mr Capenhus
Witness

David A. Fennell
David A. Fennell

Dec 19/83
Date

Mr Capenhus
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

Mr Capenhus
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Mr Capenhus
Witness

George Twinn
George Twinn

Dec 19/83
Date

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost 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 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.	\$100,000.00	Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.
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>
<u>C. 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.
<u>D. 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 P. 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 P. 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 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 L. 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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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 J. Twinn

Per: G. J. 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 ONE (\$20,181.00) 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 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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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 January, 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.

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 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.

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 J. Twinn

Per: G. H. Twinn

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

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

TRANSFER AGREEMENT

BETWEEN:

Catherine A. Magnan

My Commission Expires

WALTER PATRICK TWINN, SAM TWINN, and GEORGE TWINN, 2012

(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 19 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 4961 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	

Description

Trustee(s)

2. Sawridge Enterprises Ltd.

Walter P. Twinn -

1 share

Samuel G. Twinn -

1 share

George Twinn -

1 share

3. Sawridge Development Co. (1977) Ltd.

Walter P. Twinn -

8 common

Sam Twinn -

1 common

Walter Felix Twinn -

1 common

4. Sawridge Hotels Ltd.

Walter P. Twinn, 1059

David A. Fennell, 1

5. Slave Lake Developments Ltd.

Band holds 22,000 shares

Walter Twinn holds 250 shares

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

Paul Bujold

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

053713
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

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

Tenue du registre

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.

Registre des Indiens existant

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

Additions et retranchements

(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.

Date du changement

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

Demande

(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 cette effet soit présentée au registraire.

Personnes ayant droit à l'inscription

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

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.

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).

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

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) 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.

Présomptio

(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

(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

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.

Tenue de la
liste

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.

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.

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.

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

(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;

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

(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

(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.

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

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

Additions et
retranchement

(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.

Date du
changement

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

Règles
d'appartenance
pour une liste
tenue au
ministère

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 :

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

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) 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.

Règles
d'appartenance
supplémentaire
pour les listes
tenues au
ministère

(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 :

(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.

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.

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 *An Act to amend the Indian Act*, 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.

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.

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.

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.

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.

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.

pour cette dernière si le conseil de la bande qui l'admet en son sein y consent.

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

13.1 (1) Une bande peut, avant le 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, 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

(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

(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

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

(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

(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 :

Entretien des
personnes à
charge

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

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 :

Qualités exigées des électeurs au poste de chef

«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.

Conseiller

(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.»

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 81(r) 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 électionsCopies 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

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

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

B. Trustees:

1. Walter

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

2. G/H

Bruce G Thom
NAME

Box 326, Slave Lake, Alta
ADDRESS

3. Same 2

Schedule

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

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

A. Magnan

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;

20-483
APRIL 15, 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.

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.

Walter P. Twinn
Chief Walter Patrick Twinn

Samuel G. Twin
Samuel G. Twin

George V. Twin
George V. Twin

21902 Trust
DOCS Docs.

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., 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, 2012

[Handwritten signatures]
Y. ...
Sam ...
Walter F. ...
G. V. ...
Walter ...
Dellie L. ...
Chris ...
Jean ...
Catherine ...

DECLARATION OF TRUST MADE THIS 16TH DAY OF APRIL,
1985.

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

Paul Bujold

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

BETWEEN:

WALTER PATRICK TWINN, SAM TWINN AND
GEORGE TWIN
(hereinafter referred to collectively
as the "Old Trustees")

Catherine A. Magnan
My Commission Expires
January 29, 2012

OF THE FIRST PART

AND:

WALTER PATRICK TWINN, SAM TWIN AND
GEORGE TWIN
(hereinafter referred to collectively
as the "New Trustees")
OF THE SAWRIDGE INTER VIVOS SETTLEMENT

OF THE SECOND PART

WHEREAS the "Old Trustees" of the Sawridge Band Trust
(hereinafter referred to as the "trust") hold legal title to
the assets described in Schedule "A" and settlor Walter P. Twinn
by Deed in writing dated the 15th day of April, 1985 created
the Sawridge Inter Vivos Settlement (hereinafter referred to
as the "settlement").

AND WHEREAS the settlement was ratified and approved
at a general meeting of the Sawridge Indian Band held in the
Band Office at Slave Lake, Alberta on April 15th, A.D. 1985.

NOW THEREFORE this Deed witnesseth as follows:

The undersigned hereby declare that as new trustees
they now hold and will continue to hold legal title to the assets
described in Schedule "A" for the benefit of the settlement,
in accordance with the terms thereof.

.../2

Further, each old trustee does hereby assign and release to the new trustees any and all interest in one or more of the promissory notes attached hereto as Schedule "B".

WITNESS:

DA/B

OLD TRUSTEES

Walter J

NEW TRUSTEES

DA/B

Walter J

SCHEDULE "A"

SAWRIDGE HOLDINGS LTD. --- SHARES

WALTER PATRICK TWINN 30 CLASS "A" COMMON

GEORGE TWIN 4 CLASS "A" COMMON

SAM TWIN 12 CLASS "A" COMMON

SAWRIDGE ENERGY LTD. --- SHARES

WALTER PATRICK TWINN 100 CLASS "A" COMMON

SCHEDULE 'B'

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 at "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.

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 19 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 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.

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 19 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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SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

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

SAWRIDGE HOLDINGS LTD.

Per: [Signature]

Per: [Signature]

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 19 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 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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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 19
day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. P. 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 11 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

This is Exhibit "K" 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

THE SAWRIDGE TRUST

DECLARATION OF TRUST

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986.

BETWEEN:

CHIEF WALTER P. TWINN,
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE 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:

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

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

SCHEDULE

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

This is Exhibit " L " 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

SAWRIDGE BENEFICIARIES PROPOSED PROGRAM SUMMARY

START-UP RECOMMENDATIONS		
	Program Description	Estimated Cost
1. Establish a Trust Program Office	<ul style="list-style-type: none"> Develop a job description for this position (which will combine two functions: overseeing the implementation of beneficiary programmes and providing administrative support to the Trustees) Hire and orient preferred candidate Establish primary office in Edmonton and an extension office in Slave Lake 	\$120,000 annually for salary, benefits, transportation allowance, and office costs (provided that affordable office space can be secured through collaboration with other Sawridge entities)
2. Establish and Make Public a Clear Process for Determining Beneficiary Eligibility	<ul style="list-style-type: none"> Retain legal counsel with the requisite expertise Make public beneficiary criteria and the application process Gather pertinent information to support the process of accessing applications Strike an eligibility committee (with representation from each of the community's extended families) to screen applications Provide the community with regular updates on progress toward this goal 	An reliable estimate can be projected once legal counsel has been retained
3. A One-Time "Good Faith" Cash Disbursement	<ul style="list-style-type: none"> A one-time cash disbursement in recognition of the challenges the beneficiary program has had in getting off the ground 	\$2,500/beneficiary over the age of 18 (or who are younger but have an independent household) for a total of approximately \$105,000
4. Transparent & Accountable Communication Channels	<ul style="list-style-type: none"> Quarterly newsletter Beneficiary Manual Website 	\$10,000 one-time for website \$10,000 one-time for manual \$3,000 annually for newsletter & keeping manual up to date
5. Adopt a Phased Approach	<ul style="list-style-type: none"> Begin with programme offerings about which there is already strong consensus and which can be implemented within the next year or so (see suggestions for phase I programming on the next page) In year 2, phase in the remainder of the programs as more viable implementation options have been created (primarily by the Trust Administrator/Program Manager) and in consultation with beneficiary working groups as appropriate 	No specific costs associated with this recommendation. Rather, this approach will help manage costs.
Total Estimated Costs for the Start-up Recommendations <i>Note: The figures presented here represent the cost of instigating and maintaining the Beneficiary Program. They do not include the costs of establishing beneficiary eligibility under the two Trusts. Depending on the legal costs, this figure could be substantial.</i>		\$248,000 for first year \$123,000 annually for subsequent yrs

PHASE I PROGRAMMING

Category of Benefit	Program Description	Estimated Cost
6. Insurance <ul style="list-style-type: none"> Health Dental Long-term disability Basic life AD&D 	<ul style="list-style-type: none"> JT Moland will offer a package that provides health and dental insurance benefits that top up those provided under the uninsured benefits program (\$30/single, \$60/family monthly) As well, a quote for life, disability and AD&D insurance has been received (between \$150 and \$590 monthly, depending on age, gender and smoking habits). The Program Administrator will investigate options for a life insurance package with a higher payout value. 	<ul style="list-style-type: none"> Rough estimate is \$20,000 annually for health & dental, \$200,000 for life, disability and AD & D insurance (@ \$25,000 coverage)
7. Death of Immediate Family Members and Compassionate Care Support	<ul style="list-style-type: none"> Funeral and other costs, on a receipted basis, not to exceed \$12,000 per event (limited to immediate family members (spouse, dependent child, parent, sibling) Compassionate care support provided to beneficiaries to assist them to care for a ill family member or for a family member to care for a beneficiary who is ill (e.g. to support living costs while a family member is hospitalized out of their home community) 	<ul style="list-style-type: none"> If two such deaths occur within the families of Sawridge beneficiaries, the annual cost would be \$24,000 annually Compassionate care fund will be administered by the Trustees on a case-by-case basis (estimated costs could be up to \$20,000/year)
8. Seniors Support	<ul style="list-style-type: none"> "No-strings" monthly assured income pension "Special needs" support for home care, transportation Care taken to ensure that these benefits do not negatively impact the senior's other pension benefits or tax situation 	<ul style="list-style-type: none"> On the basis of 8 seniors, monthly pension \$144,000 annually Special needs fund up to \$60,000 annually
9. Child & Youth Development	<ul style="list-style-type: none"> Monthly or quarterly benefit to support recreational/artistic/ cultural pursuits Professional services and/or equipment for children and youth with special needs 	<ul style="list-style-type: none"> \$2,500 annually for each dependent for an estimated total of \$120,000 annually Fund of up to \$20,000 for special needs annually
10. Educational Support	<ul style="list-style-type: none"> Post-secondary (top-ups plus students not covered under Regional Council) Special employment-related courses 	<ul style="list-style-type: none"> \$50,000 for top-up and additional post secondary \$10,000 for employment-related training costs annually
11. Phase I Community Strengthening	<ul style="list-style-type: none"> Two community gatherings in the first year to celebrate achievements, honour those who have worked so hard to create prosperity and wellbeing for the community, play, consult about current community realities and needs and create opportunities for reconciliation. Set up community working group 	<ul style="list-style-type: none"> Community events could cost up to \$75,000/ea for an annual total of \$150,000
Total Estimated Costs for the Phase I Recommendations		\$818,000.00

PHASE II PROGRAMMING

Category of Benefit	Program Description	Estimated Cost
12. Quality of Life Support Program	<ul style="list-style-type: none"> Universal annual cash disbursement of \$1,000 for beneficiaries over the age of 18 annually Matching savings program (either 3:1 or 5:1 depending on the positive life goal chosen to a maximum of \$9,000 annually per beneficiary) 	<ul style="list-style-type: none"> \$450,000 for each year after the first year
13. Financial Planning & Management	<ul style="list-style-type: none"> Designated contact person within one or more financial institutions that have branches in both Edmonton and Slave Lake to provide estate planning, personal taxation advice, investment education & advice, budgeting & money management Resource list of programs offering financial management programs locally (e.g. as part of life skills programs) 	<ul style="list-style-type: none"> No financial cost at this time
14. Employment, entrepreneurship & Worthwhile Pursuits	<ul style="list-style-type: none"> Life and career counseling through the Alberta Government Service Centres Job search & preparation services through existing not-for-profit programming Volunteer mentors (from Sawridge businesses) vet business plans and provide ongoing mentoring Matching funds at 5:1 up to a total of \$9,000 for business start-up (see Recommendation #12 above) Support to prepare competitive resumes and service contract bids for job openings and contract opportunities with Sawridge companies Matching funds at 5:1 up to a one-time total of \$9,000 for artistic and humanitarian projects (see Recommendation #12 above) 	<ul style="list-style-type: none"> Covered under Recommendation #12 above
15. Vacations in Sawridge Properties	<ul style="list-style-type: none"> One week annually per family for a maximum of two rooms plus meals 	Estimated at \$112,000 annually
16. Housing	<ul style="list-style-type: none"> Matching funds at 10:1 up to a one-time total of \$20,000 for first-time home buyers (for the purpose of the down payment) Support beneficiaries to take full advantage of all government programs to support home ownership and renovation. Matching 5:1 funds to support existing home owners and those living on reserve to complete renovations/repairs up to a total of \$20,000 within a ten-year period 	The suggestions listed here would project an annual cost of about \$600,000
17. Personal Development	<ul style="list-style-type: none"> Expanded services will be available under the health insurance program (see #6 above) Counseling and other therapies recommended by an independent health practitioner could be covered under a special fund of up to \$20,000 annually Personal development activities eligible for 3:1 matching funds under recommendation #12 above 	\$100,000 fund for counseling/therapies recommended by independent practitioner

	<ul style="list-style-type: none"> Encourage partnerships with the Band to access services available under targeted government programs (e.g. the common-experience counseling funds) 	
18. Phase II Community Strengthening	<ul style="list-style-type: none"> The creation of a Community Wellness Committee to help plan community gatherings and to work with consultant to develop and community wellness plan The sponsoring of bi-annual community gatherings Contract services focused on healing community relationships & developing community strengths Contract technical support for the development of a community wellness plan Arbitration and mediation training for Sawridge beneficiaries & the establishment of an administrative tribunal 	<ul style="list-style-type: none"> Cost of developing a wellness plan \$60,000 Gatherings estimated at \$150,000 annually Contracted services related to healing and reconciliation could be capped at \$50,000 annually The Alberta Arbitration Society charges \$350 for each two-day workshop. If two beneficiaries were interested in this program and committed to 3 courses annually, the cost would be about \$5,000 for course fees as well as related costs such as accommodation, materials (courses are held in Calgary and Red Deer)
Total Estimated Costs for the Phase II Recommendations		1,527,000.00
Estimated Cost of Year One		Start-up 248,000.00 Phase I 818,000.00 Total 1,066,000.00
Estimated Cost of Year Two		Start-up 123,000.00 Phase I 643,000.00 Phase II 1,527,000.00 Total 2,293,000.00
Estimated Cost of Subsequent Years		Start up 123,000.00 Phase I 643,000.00 Phase II 1,467,000.00 Total 2,233,000.00

TAB C

COURT FILE NO: 1103 14112

COURT: QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

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

QUESTIONING ON AFFIDAVIT
OF
PAUL BUJOLD

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

Ms. J.L. Hutchison For the Public Trustee

Susan Stelter Court Reporter

Edmonton, Alberta

27 & 28 May, 2014

1 A Practically none.

2 Q It is a small community?

3 A It is a very small one or two family, and that is, you
4 know, very hard not to marry your cousin and then you
5 end up with --

6 Q Okay, got you.

7 A So the only way that you can qualify is to apply for
8 membership. And so the 8 children who don't qualify
9 under the '85 Trust would also continue not to qualify
10 even if the definition changed because they don't
11 qualify under the '86 Trust either, neither do the
12 other 31 children qualify because their parents have to
13 apply.

14 Now of these 31 dependents one of the parents has
15 actually applied on behalf of two of those children and
16 they have been admitted, and they are continuing to be
17 minors, but they are also members of the First Nation
18 and, therefore, full beneficiaries of the Trust -- of
19 the '86 Trust, but not of the '85 Trust.

20 Q But if the '85 Trust definition changes --

21 A Changes.

22 Q -- they would become beneficiaries?

23 A They will continue to be, because they already are
24 beneficiaries under the '85 Trust. They are part of
25 the 31 who already are. So there is two who are
26 already beneficiaries, but under the '86 Trust they
27 don't qualify because -- okay, we have to sort of back

1 up a little bit.

2 So under the '85 Trust the definition is if you
3 could be a member --

4 Q Pre Bill C-31?

5 A -- using the rules as they existed on that day, and you
6 could be a member as a minor under those rules. Under
7 the new Sawridge membership rule you can't be -- you
8 are not automatically considered a member just because
9 you are born to a member. You have to apply.

10 Q Right.

11 A So the children of members of the Sawridge First Nation
12 all have to apply. And if they don't apply, they don't
13 become members. Therefore, they won't be
14 beneficiaries.

15 Q Okay. So I just want to be clear because I know we
16 have all gotten a little confused on this issue at
17 times. So in paragraph 4 when you say 23 of the minor
18 dependents qualify as beneficiaries of the 1985 Trust,
19 and I understand that the 23 may have changed over
20 time?

21 A Right, right, right.

22 Q But were you saying that they qualify as beneficiaries
23 of the '85 Trust with the current definition?

24 A Yes.

25 Q Okay. And would any of those 23 cease to be
26 beneficiaries of the 1985 Trust under the proposed new
27 definition?

- 1 A Yes. 21 of them.
- 2 Q 21 of them?
- 3 A Because two of them have applied for membership and
4 have been accepted.
- 5 Q Okay.
- 6 A So because they applied and were accepted their
7 beneficiary status continues because then they are
8 still members of the First Nation.
- 9 Q The remaining 21 would have to apply for membership?
- 10 A Would have to apply for membership in the First Nation.
- 11 Q And if they didn't receive it they would not be
12 beneficiaries of the 1985 Trust?
- 13 A That is right.
- 14 Q Or the 1986 Trust?
- 15 A That is right.
- 16 Q Okay. Just going back to numbers for a moment,
17 Mr. Bujold. The numbers of dependent children of
18 Sawridge members has changed, I think, since 2011,
19 right?
- 20 A Yes.
- 21 Q Do you know what the current figure is? How many
22 dependent children there are, or would you like to
23 undertake to --
- 24 A I can give you an undertaking, because even though the
25 numbers have changed, I think that the numbers are
26 constant. So I think that it is still 31 but, you
27 know, we have two who became adults and two who were

1 born, and I think that that is what has happened. I
2 think we still have 31, but I can do an undertaking.

3 Q Let's do it this way because we need to establish names
4 and identities here, so.

5 A Yes.

6 Q So why don't you undertake to give us a list of who the
7 31 dependent children were at the time that this
8 Affidavit was sworn, and then also identify of those 31
9 dependent children which were the 23 that qualified as
10 beneficiaries of the '85 Trust at the time that you
11 swore the Affidavit and which were the 8 that did not
12 qualify as beneficiaries of the '85 Trust at the time
13 that you swore the Affidavit, and then update that list
14 for me through until today's date?

15 A All right.

16 Q Okay.

17 UNDERTAKING NO. 31:

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

27 Q MS. HUTCHISON: Mr. Bujold, are you able to tell

TAB D

June 1, 2015

File No.: 551860-1

SENT VIA E-MAIL**WITH PREJUDICE**

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

Attention: Ms. Janet L. Hutchison

Dear Madam:

RE: Sawridge Band Inter Vivos Settlement ("1985 Sawridge Trust" or "Trust" Action No. 1103 14112)

These proceedings were initiated on August 31, 2011. At that time, the trustees of the 1985 Sawridge Trust obtained an Order directing that an application for advice and directions was to be brought regarding the definition of "beneficiaries" contained in the Trust deed. It is coming upon 4 years since the issuance of that Order, and despite great expense incurred by our clients, we are no nearer resolution of this issue. The time that has elapsed and the costs that have been incurred are detrimental to the Trust and are not in the best interests of the beneficiaries.

We are now in receipt of your letter dated May 15, 2015, wherein you advise that you will be seeking joinder of our action with Action No. 1403 04885. It is our respectful view that the two actions are unrelated, and joinder of these actions would result in further significant delay and expense to the Trust.

Our clients have considered how to best proceed given the circumstances and we wish to propose a settlement. As you know, the concern of the trustees is that the current definition of "beneficiaries" is discriminatory, and we are seeking the advice and direction of the Court to address this concern. By changing the definition of "beneficiaries" to one that references membership in the Band, it was thought that this would best express the intentions of all parties concerned including the settlors and trustees of the original trust. However, we acknowledge that such a change is a concern to your client and the minors that you represent. We have our list of beneficiaries and have included beneficiaries who were born after the litigation began and included children who have become adults and further included children who have become members. In particular, there are 24 children that are currently beneficiaries of the 1985 Sawridge Trust, and all but 4 of them would lose their beneficiary status should the definition of "beneficiaries" be changed to equate to membership. There are 4 children who have attained

membership status and thus they will continue to be beneficiaries if the definition of beneficiary changed to "members". See table 1 for a list of the children who would lose beneficiary status. See Table 2 for a list of the children who have been admitted as members. There are 4 minors who have become adults since the litigation began (or will be adults in 2015). They have remained on the tables despite becoming adults.

Our client is prepared to "grandfather" the 20 children who have not yet been admitted to membership whereby they would not lose their beneficiary status, despite the change in the definition. These individuals would maintain their beneficiary status throughout their lifetime. Thus we are essentially offering these minors a complete victory in this matter. They would not be excluded from the trust regardless of their ability to obtain membership. While we maintain that they are likely to become members, we would now guarantee their beneficiary status in the trust which could offer them significant benefits in the future. There is no guarantee that a change in definition if approved by the court would provide benefits for these children.

The perpetuation of discrimination in the current definition of beneficiaries is evident in respect the women who were excluded from beneficial status in the 1985 Trust by the Indian Act, 1970 even though they may have regained membership in the Sawridge First Nation. These women were granted membership in the Sawridge First Nation as a result of Bill C-31 either through application to the First Nation or as a result of a Court Order. Since these women are all current members of the Sawridge First Nation and since it is the intent of the Trustees to apply for a variance to the 1985 Trust definition of beneficiary which includes all members of the Sawridge First Nation as beneficiaries, these women will be included as beneficiaries in the 1985 Trust should the Court agree to the proposed variance to the 1985 Trust. The delay in this litigation and the delay in the change of definition perpetuates the discrimination for these women. They cannot receive benefits from this trust and they continue to be singled out as members who do not enjoy the same status as other members of the First Nation. A change in definition is a very good step to remedying the discrimination for these women as they are presently excluded from the trust and with the change in definition will be included as beneficiaries.

We believe that such a solution of grandfathering the minors on Table 1 is not only fair but provides the Public Trustee with everything that it could reasonably expect in these proceedings. Not only is the discriminatory provision removed, but all of the minor "beneficiaries" who would lose their status are protected. While we acknowledge that the Court will ultimately have to decide whether such a proposal is appropriate, we are hopeful that a joint submission to that effect will convince Justice Thomas of the same. We are also hopeful that your client will view such a proposal as a good faith attempt by the trustees to address the interests of the minor beneficiaries, and that you will agree to join us in seeking the necessary Order from the Court without delay. As noted above, we are essentially offering these minors a complete victory in this matter.

As we are proposing to grandfather as beneficiaries all of the minor children who would lose their status we feel that the Public Trustee has fulfilled the mandate provided to it by the court. We are offering to grandfather all of these children in the interests of fairness and in the interests of stopping the litigation and proceeding to use the trust assets for the benefit of the beneficiaries instead of the costs of litigation.

We would also seek consent or at least no opposition to the nunc pro tunc approval of the transfer of assets from the 1982 trust to the 1985 trust. We believe that this was clearly intended and the trust has been operating since 1982. It would be impossible to overturn the transactions and events that have occurred since 1982. Thus we seek the approval for the transfer of assets. It is a benefit to all the beneficiaries to remove this uncertainty. To be clear, if the transfer is not approved we believe that the assets would need to return to the 1982 trust in which the definition of beneficiary is the members of the First Nation and thus the children you represent would not be included.

Thus we seek your approval for an order

1. To amend the definition of beneficiaries as follows:

"Beneficiaries" at any particular time shall mean:

- a. **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. **the individuals who are listed as Schedule A to this trust (Schedule A would include all the individuals listed on Table 1).**

2. Approving the transfer of assets from the 1982 trust to the 1985 trust nunc pro tunc.

This offer is open for acceptance until **June 29, 2015**. We look forward to hearing from you.

Yours very truly,
Dentons Canada LLP

Doris C.E. Bonora

Reynolds Mirth Richards & Farmer LLP

Marco Poretti
DCEB/pach

Table 1: Minor Beneficiaries of the 1985 Trust as at August 31, 2011 updated to 2015

Beneficiary	Birthdate	Age in 2015	Category
1. Lamouche-Twin, Everett (Justin Twin)	05/10/2003	12	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
2. Lamouche-Twin, Justice (Justin Twin)	02/04/2001	14	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
3. Lamouche-Twin, Kalyn (Justin Twin)	24/08/2007	8	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
4. Lamouche-Twin, Maggie (Justin Twin)	27/03/2009	6	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
5. Moodie, Jorja L. (Jeanine Potskin)	29/01/2008	7	Illegitimate Child of Female Band member Not Protested
6. Potskin, Ethan E.R. (Trent Potskin)	15/01/2004	11	Illegitimate Child of Male Illegitimate Child of Female Band member Not Protested
7. Potskin, Jaise A. (Jeanine Potskin)	25/03/2003	12	Illegitimate Child of Female Illegitimate Child of Female Band member Not Protested
8. Potskin, Talia M.L. (Trent Potskin)	16/03/2010	5	Illegitimate Child of Male Illegitimate Child of Female Band member Not Protested
9. Robberstad, Jadyn (Jaclyn Twin)	04/07/2011	4	Illegitimate Child of Female Band member Not Protested
10. Twin, Alexander L. (Wesley Twin)	23/01/2005	10	Child of Married Male Band member
11. Twin, Autumn J. (Darcy Twin)	26/09/2002	13	Child of Married Male Band member
12. Twin, Destin D. (Jaclyn Twin)	24/06/2008	7	Illegitimate Child of Female Band member Not Protested
13. Twin, Justice W. (Wesley Twin)	20/09/2001	14	Child of Married Male Band member
14. Twin, Logan F. (Darcy Twin)	17/04/2007	8	Child of Married Male Band member

Beneficiary	Birthdate	Age in 2015	Category
Twin)			
15. Twin, River C. (Darey Twin)	03/05/2010	5	Child of Married Male Band member
16. Twinn, Clinton (Irene Twinn)	03/02/1997	18	<ul style="list-style-type: none"> ➤ Illegitimate Child of Female Band Member Not Protested ➤ Adult after 30 August 2011
17. Twinn-Vincent, Seth (Arlene Twinn)	01/07/2001	14	Child of Female Band member who married Non-Band member
18. Twinn-Vincent, W. Chase (Arlene Twinn)	31/07/1998	17	Child of Female Band member who married Non-Band member
19. Potskin, William (Aaron Potskin)	19/09/2013	2	<ul style="list-style-type: none"> ➤ Child of Male band member ➤ Born after the litigation began
20. Twinn, Kaitlin (Paul Twinn)	23/02/1995	20	<ul style="list-style-type: none"> ➤ Child of male band member ➤ Adult after 30 August 2011

Table 1: Minor Beneficiaries of the 1985 Trust as at August 31, 2011 updated to 2015

Table 2: Beneficiaries to the 1985 Trust who have become members

Non-Beneficiary	Birthdate	Age in 2015	Category
1. Twinn, Alexander G. (Roland Twinn)	01/10/1997	18	<ul style="list-style-type: none"> ➤ Child of Married Male Band member ➤ Admitted as a member of the First nation ➤ Adult (this year) after 30 August 2011
2. Twinn, Corey (Ardell Twinn)	18/01/1994	21	<ul style="list-style-type: none"> ➤ Child of male band member ➤ Admitted as a member of the First nation ➤ Adult after 30 August 2011
3. Twin, Starr (Winona Twin)	29/11/2002	13	<ul style="list-style-type: none"> ➤ Illegitimate Child of Female Band member Not Protested ➤ Admitted as a member of the First nation
4. Twin, Rainbow (Winona Twin)	31/05/1998	17	<ul style="list-style-type: none"> ➤ Illegitimate Child of Female Band member Not Protested ➤ Admitted as a member of the First nation

Table 2: Beneficiaries to the 1985 Trust who have become members

TAB E



Clerk's stamp:

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

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

DOCUMENT

APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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

Attention: Doris C.E. Bonora
Telephone: (780) 423-7100
Fax: (780) 423-7276
File No: 551860-001-DCEB

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

Attention: Marco S. Poretti
Telephone: (780) 497-3325
Fax: (780) 429-3044

NOTICE TO RESPONDENT

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date

June 30, 2015

Time	2:00pm
Where	Law Courts Building, Edmonton Alberta
Before Whom	Justice D. Thomas

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Advice and direction with respect to the litigation plan which is attached hereto as Schedule "A".
2. Advice and direction with respect to the offer of settlement which is attached hereto as Schedule "B".
3. Advice and direction with respect to the Public Trustee of Alberta retaining out-of-province lawyers to advise and provide research at significant costs to the trustees, when able lawyers exist in Alberta.
4. Advice and direction with respect to a full audit and review of this matter with all accounts including those of agents retained by the Public Trustee, produced in full without redaction.
5. Such further and other relief as this Honourable Court deems just and appropriate.

Grounds for making this application:

6. The litigation in this action seems to have stalled and the trustees seek the direction of the Court to set a litigation plan as set out in Schedule "A" or as may be directed by the Court.
7. The trustees have made a settlement offer to the Public Trustee of Alberta which settles all issues for the minor children who are affected by a change in definition of the 1985 Sawridge Trust. The trustees seek direction on the narrow issues which must be addressed if all the minor children who would be excluded by the change in definition are given irrevocable beneficiary status in the 1985 Sawridge Trust.
8. The Court in its inherent jurisdiction in the protection of minors and its *parens patriae* jurisdiction, must review the settlement and determine if it is appropriate for the Public Trustee of Alberta to refuse the generous settlement that is offered to the minor children. There are significant benefits to being granted beneficiary status without the need to apply for membership in the Sawridge Band. Such an offer should not be disregarded. There is no guarantee that these minors would be granted beneficiary status in the final result of this action.
9. The Public Trustee of Alberta was granted advance costs in this action. The expenditures are reviewable by this Court. To date the accounts of the Public Trustee have been paid without question although given the redacting of the accounts, it is difficult for the trustees to challenge the accounts.
10. The Public Trustee has now requested that out-of-province lawyers at significantly higher hourly rates than the Alberta lawyers involved in this action be retained and paid. The first account was submitted in excess of \$5,000 as a disbursement to the account of Ms. Hutchison. The account and letter from Ms. Hutchison are attached hereto as Schedule "C".

11. The applicants will rely on such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

12. Schedules to this Application.
13. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

14. Alberta Rules of Court.
15. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

16. *Trustee Act*, RSA 2000, c. T-8, and regulations and amendments thereto.
17. *Minors' Property Act*, SA 2004, CM-18.1, and regulations and amendments thereto.
18. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

How the application is proposed to be heard or considered:

19. In person, with all parties present.

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 this form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

CLERK'S STAMP

COURT FILE NUMBER 1103 14112

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

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 "Trustees")

DOCUMENT PROPOSED LITIGATION PLAN

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT ATTENTION: DORIS BONORA
DENTONS CANADA LLP
#2900, 10180 – 101 STREET
EDMONTON, AB T5J 3V5

FILE NUMBER : 551860-1-DCEB
PH : 780-423-7100
FAX : 780-423-7276

1. The remaining steps and procedures are to be completed on or before the dates specified below:

ACTION		DUE ON OR BEFORE
Questioning of Paul Bujold on documents and undertakings		July 30, 2015
Application on Objections and documents		September 30, 2015
Questioning resulting from Application		November 30, 2015
Mediation to come up with joint proposal		December 31, 2015
Briefs for Applicant		January 31, 2016
Brief for Respondent		February 29, 2016
Application		March 31, 2016

This Litigation Plan is agreed to by the Parties

Dentons Canada LLP

Reynolds Mirth Richards & Farmer LLP

Per: _____
Doris Bonora
Solicitors for the Applicants

Per: _____
Marco S. Poretti
Solicitors for the Applicants

Chamberlain Hutchison

Per: _____
Janet L. Hutchison
Solicitors for the Office of the Public Trustee
of Alberta

SCHEDULE "B"

DENTONS

Doris C.E. Bonora

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2900 Manulife Place
10180 - 101 Street
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T +1 780 423 7100
F +1 780 423 7278

June 1, 2015

File No.: 551860-1

SENT VIA E-MAIL

WITH PREJUDICE

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

Attention: Ms. Janet L. Hutchison

Dear Madam:

RE: Sawridge Band Inter Vivos Settlement ("1985 Sawridge Trust" or "Trust" Action No. 1103 14112)

These proceedings were initiated on August 31, 2011. At that time, the trustees of the 1985 Sawridge Trust obtained an Order directing that an application for advice and directions was to be brought regarding the definition of "beneficiaries" contained in the Trust deed. It is coming upon 4 years since the issuance of that Order, and despite great expense incurred by our clients, we are no nearer resolution of this issue. The time that has elapsed and the costs that have been incurred are detrimental to the Trust and are not in the best interests of the beneficiaries.

We are now in receipt of your letter dated May 15, 2015, wherein you advise that you will be seeking joinder of our action with Action No. 1403 04885. It is our respectful view that the two actions are unrelated, and joinder of these actions would result in further significant delay and expense to the Trust.

Our clients have considered how to best proceed given the circumstances and we wish to propose a settlement. As you know, the concern of the trustees is that the current definition of "beneficiaries" is discriminatory, and we are seeking the advice and direction of the Court to address this concern. By changing the definition of "beneficiaries" to one that references membership in the Band, it was thought that this would best express the intentions of all parties concerned including the settlors and trustees of the original trust. However, we acknowledge that such a change is a concern to your client and the minors that you represent. We have our list of beneficiaries and have included beneficiaries who were born after the litigation began and included children who have become adults and further included children who have become members. In particular, there are 24 children that are currently beneficiaries of the 1985 Sawridge Trust, and all but 4 of them would lose their beneficiary status should the definition of "beneficiaries" be changed to equate to membership. There are 4 children who have attained

membership status and thus they will continue to be beneficiaries if the definition of beneficiary changed to "members". See table 1 for a list of the children who would lose beneficiary status. See Table 2 for a list of the children who have been admitted as members. There are 4 minors who have become adults since the litigation began (or will be adults in 2015). They have remained on the tables despite becoming adults.

Our client is prepared to "grandfather" the 20 children who have not yet been admitted to membership whereby they would not lose their beneficiary status, despite the change in the definition. These individuals would maintain their beneficiary status throughout their lifetime. Thus we are essentially offering these minors a complete victory in this matter. They would not be excluded from the trust regardless of their ability to obtain membership. While we maintain that they are likely to become members, we would now guarantee their beneficiary status in the trust which could offer them significant benefits in the future. There is no guarantee that a change in definition if approved by the court would provide benefits for these children.

The perpetuation of discrimination in the current definition of beneficiaries is evident in respect the women who were excluded from beneficial status in the 1985 Trust by the Indian Act, 1970 even though they may have regained membership in the Sawridge First Nation. These women were granted membership in the Sawridge First Nation as a result of Bill C-31 either through application to the First Nation or as a result of a Court Order. Since these women are all current members of the Sawridge First Nation and since it is the intent of the Trustees to apply for a variance to the 1985 Trust definition of beneficiary which includes all members of the Sawridge First Nation as beneficiaries, these women will be included as beneficiaries in the 1985 Trust should the Court agree to the proposed variance to the 1985 Trust. The delay in this litigation and the delay in the change of definition perpetuates the discrimination for these women. They cannot receive benefits from this trust and they continue to be singled out as members who do not enjoy the same status as other members of the First Nation. A change in definition is a very good step to remedying the discrimination for these women as they are presently excluded from the trust and with the change in definition will be included as beneficiaries.

We believe that such a solution of grandfathering the minors on Table 1 is not only fair but provides the Public Trustee with everything that it could reasonably expect in these proceedings. Not only is the discriminatory provision removed, but all of the minor "beneficiaries" who would lose their status are protected. While we acknowledge that the Court will ultimately have to decide whether such a proposal is appropriate, we are hopeful that a joint submission to that effect will convince Justice Thomas of the same. We are also hopeful that your client will view such a proposal as a good faith attempt by the trustees to address the interests of the minor beneficiaries, and that you will agree to join us in seeking the necessary Order from the Court without delay. As noted above, we are essentially offering these minors a complete victory in this matter.

As we are proposing to grandfather as beneficiaries all of the minor children who would lose their status we feel that the Public Trustee has fulfilled the mandate provided to it by the court. We are offering to grandfather all of these children in the interests of fairness and in the interests of stopping the litigation and proceeding to use the trust assets for the benefit of the beneficiaries instead of the costs of litigation.

We would also seek consent or at least no opposition to the nunc pro tunc approval of the transfer of assets from the 1982 trust to the 1985 trust. We believe that this was clearly intended and the trust has been operating since 1982. It would be impossible to overturn the transactions and events that have occurred since 1982. Thus we seek the approval for the transfer of assets. It is a benefit to all the beneficiaries to remove this uncertainty. To be clear, if the transfer is not approved we believe that the assets would need to return to the 1982 trust in which the definition of beneficiary is the members of the First Nation and thus the children you represent would not be included.

Thus we seek your approval for an order

1. To amend the definition of beneficiaries as follows:

"Beneficiaries" at any particular time shall mean:

- a. 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. the individuals who are listed as Schedule A to this trust (Schedule A would include all the individuals listed on Table 1).

2. Approving the transfer of assets from the 1982 trust to the 1985 trust nunc pro tunc.

This offer is open for acceptance until **June 29, 2015**. We look forward to hearing from you.

Yours very truly,
Dentons Canada LLP

Doris C.E. Bonora

Reynolds Mirth Richards & Farmer LLP

Marco Poretti
DCEB/pach

Table 1: Minor Beneficiaries of the 1985 Trust as at August 31, 2011 updated to 2015

Beneficiary	Birthdate	Age in 2015	Category
1. Lamouche-Twin, Everett (Justin Twin)	05/10/2003	12	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
2. Lamouche-Twin, Justice (Justin Twin)	02/04/2001	14	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
3. Lamouche-Twin, Kalyn (Justin Twin)	24/08/2007	8	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
4. Lamouche-Twin, Maggie (Justin Twin)	27/03/2009	6	Illegitimate Child of Illegitimate Male Child of Female Band member Not Protested
5. Moodie, Jorja L. (Jeanine Potskin)	29/01/2008	7	Illegitimate Child of Female Band member Not Protested
6. Potskin, Ethan E.R. (Trent Potskin)	15/01/2004	11	Illegitimate Child of Male Illegitimate Child of Female Band member Not Protested
7. Potskin, Jaise A. (Jeanine Potskin)	25/03/2003	12	Illegitimate Child of Female Illegitimate Child of Female Band member Not Protested
8. Potskin, Talia M.L. (Trent Potskin)	16/03/2010	5	Illegitimate Child of Male Illegitimate Child of Female Band member Not Protested
9. Robberstad, Jady (Jaclyn Twin)	04/07/2011	4	Illegitimate Child of Female Band member Not Protested
10. Twin, Alexander L. (Wesley Twin)	23/01/2005	10	Child of Married Male Band member
11. Twin, Autumn J. (Darcy Twin)	26/09/2002	13	Child of Married Male Band member
12. Twin, Destin D. (Jaclyn Twin)	24/06/2008	7	Illegitimate Child of Female Band member Not Protested
13. Twin, Justice W. (Wesley Twin)	20/09/2001	14	Child of Married Male Band member
14. Twin, Logan F. (Darcy)	17/04/2007	8	Child of Married Male Band member

Beneficiary	Birthdate	Age in 2015	Category
Twin)			
15. Twin, River C. (Darcy Twin)	03/05/2010	5	Child of Married Male Band member
16. Twinn, Clinton (Irene Twinn)	03/02/1997	18	<ul style="list-style-type: none"> ➤ Illegitimate Child of Female Band Member Not Protested ➤ Adult after 30 August 2011
17. Twinn-Vincent, Seth (Arlene Twinn)	01/07/2001	14	Child of Female Band member who married Non-Band member
18. Twinn-Vincent, W. Chase (Arlene Twinn)	31/07/1998	17	Child of Female Band member who married Non-Band member
19. Potskin, William (Aaron Potskin)	19/09/2013	2	<ul style="list-style-type: none"> ➤ Child of Male band member ➤ Born after the litigation began
20. Twinn, Kaitlin (Paul Twinn)	23/02/1995	20	<ul style="list-style-type: none"> ➤ Child of male band member ➤ Adult after 30 August 2011

Table 1: Minor Beneficiaries of the 1985 Trust as at August 31, 2011 updated to 2015

Table 2: Beneficiaries to the 1985 Trust who have become members

Non-Beneficiary	Birthdate	Age in 2015	Category
1. Twinn, Alexander G. (Roland Twinn)	01/10/1997	18	<ul style="list-style-type: none">➤ Child of Married Male Band member➤ Admitted as a member of the First nation➤ Adult (this year) after 30 August 2011
2. Twinn, Corey (Ardell Twinn)	18/01/1994	21	<ul style="list-style-type: none">➤ Child of male band member➤ Admitted as a member of the First nation➤ Adult after 30 August 2011
3. Twin, Starr (Winona Twin)	29/11/2002	13	<ul style="list-style-type: none">➤ Illegitimate Child of Female Band member Not Protested➤ Admitted as a member of the First nation
4. Twin, Rainbow (Winona Twin)	31/05/1998	17	<ul style="list-style-type: none">➤ Illegitimate Child of Female Band member Not Protested➤ Admitted as a member of the First nation

Table 2: Beneficiaries to the 1985 Trust who have become members

SCHEDULE "C"



HUTCHISON LAW

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

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

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

Our File: 51433 JLH

SENT BY EMAIL ONLY

May 22, 2015

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

Dentons LLP
2900 Manulife Place
10180 - 101 Street
Edmonton Alberta T5J 3V5

Attention: Marco Poretti

Attention: Doris Bonora

Dear Sir and Madam:

Re: In the Matter of the Sawridge Band Inter Vivos Settlement – Court of Q.B. Action No. 1103 14112

We are taking this opportunity to enclose our Statement of Account, File 51433, Invoice #4015, for services rendered between April 16, 2015 and May 19, 2015, balance owing \$19,369.69. In accordance with our agreement with the Sawridge Trustees, we are providing you with an account showing total time and charges but with privileged information blocked out. Should you have any questions or concerns on the account, please contact me directly.

We look forward to receiving payment of this account in the amount of \$19,369.69 within 30 days of the issuance of this account.

If the Sawridge Trustees are objecting to Supreme Advocacy charges, we would request that all amounts other than the Supreme Advocacy disbursement be paid as per our costs agreement.

We look forward to continuing to provide you with quality legal services in this matter.

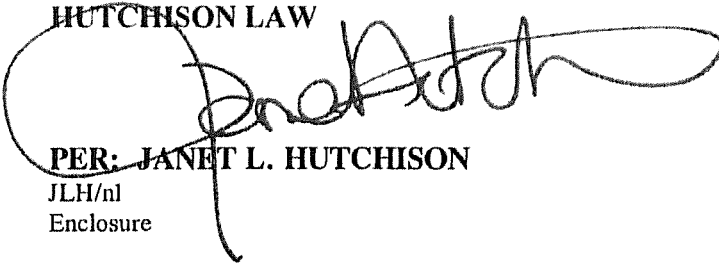
Yours truly,

HUTCHISON LAW

PER: JANET L. HUTCHISON

JLH/nl

Enclosure

A large, stylized handwritten signature in black ink, which appears to read "Janet L. Hutchison". The signature is written over the printed name and extends upwards and to the left, partially overlapping the "HUTCHISON LAW" text.



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

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

STATEMENT OF ACCOUNT

Public Trustee of Alberta
400 South, 10365 97 Street
Edmonton, Alberta T5J 3Z8

File #:51433
Inv #: 4015
May 21, 2015

RE: In the Matter of the Sawridge Band Inter Vivos Settlement - Court of Q.B. Action No. 1103 14112

To all legal services rendered in connection with the above-noted matter, including the following:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
Apr-15	Review file; Receipt and review of correspondence [REDACTED]; Correspondence to [REDACTED]		
Apr-15	Receipt and review of correspondence from D. Bonora and M. Poretti; Correspondence to M. Poretti; Receipt and review of correspondence [REDACTED]; Correspondence to [REDACTED]; Receipt and review of correspondence from D. Bonora. Review file; Correspondence to D. Bonora.		
Apr-15	Receipt and review of correspondence from D. Bonora, M. Poretti and N. Cummings; Review file; Correspondence to D. Bonora and N. Cummings; Correspondence [REDACTED]; Teleconference [REDACTED]; Review file [REDACTED]; Review file re: questioning on P. Bujold's undertakings; Draft correspondence [REDACTED]		
Apr-15	Receipt and review of correspondence; Review file [REDACTED]; Meeting with [REDACTED]; Review P. Bujold answers to undertakings; Draft correspondence.		
Apr-15	Legal research [REDACTED]		

[REDACTED]; Review file [REDACTED]
 May-15 Receipt and review of correspondence from Dentons; 2.80
 Receipt and review of correspondence [REDACTED]
 [REDACTED]; Legal research; Teleconference
 [REDACTED]; Correspondence [REDACTED];
 Correspondence [REDACTED].
 May-15 Review file re: preparation for P. Bujold
 questioning; Draft and revise [REDACTED];
 Legal research; Draft and revise correspondence to
 M. Poretti and D. Bonora; Receipt and review of
 correspondence [REDACTED]; Receipt
 and review of correspondence [REDACTED];
 Correspondence [REDACTED]; Receipt and review of
 correspondence [REDACTED]; Correspondence [REDACTED]
 [REDACTED]; Update [REDACTED].
 (full day)
 May-15 Review and [REDACTED]
 [REDACTED]; Telephone consultation [REDACTED]
 [REDACTED] Receipt and review of correspondence
 [REDACTED]; Receipt and review of correspondence
 [REDACTED].
 Review and revise correspondence to D. Bonora
 and M. Poretti; Review file [REDACTED]
 [REDACTED]
 May-15 Review file [REDACTED]; Meeting [REDACTED]
 [REDACTED]
 May-15 Receipt and review of correspondence [REDACTED]
 [REDACTED]; Review file [REDACTED]
 [REDACTED] Review correspondence [REDACTED]; Draft
 correspondence [REDACTED]
 [REDACTED]; Draft correspondence [REDACTED]; Draft
 correspondence [REDACTED]
 [REDACTED]
 May-15 Receipt and review of correspondence [REDACTED]
 [REDACTED]; Review and revise
 correspondence [REDACTED].
 May-15 Review file; Telephone consultation [REDACTED]
 [REDACTED] Revise
 correspondence to Dentons and RMRF.

FEES FOR PROFESSIONAL SERVICES

32.10

\$13,642.50

Total Hours: 32.10 X \$425/Hr (J. L. Hutchison)

OTHER CHARGES

Photocopies	\$272.75	
Total Other Charges		\$272.75

DISBURSEMENTS

Accuscript Reporting Services Invoice #17739	\$221.00	
Parking - Meeting	\$5.71	
Supreme Advocacy Invoice #2254	\$4,955.00	
Total Disbursements		\$5,181.71
GST		\$272.73
Total Fees, Disbursements & GST		\$19,369.69

Balance Due **\$19,369.69**

Hutchison Law

E. & O.E.

* tax-exempt

GST # 87325 1573

Per: 

Janet L. Hutchison

Payable upon receipt. Interest charged at 18% per annum on accounts over 30 days.

TRUST STATEMENT

DISBURSEMENTS

RECEIPTS

May-05-15	Received From: Sawridge Trust Conduct Monies for Elizabeth Poitras		338.76
May-06-15	Paid To: Liz Poitras Payment of Conduct money to witness	288.76	
	Paid To: Janet Hutchison Prof Corp Reimbursement of Conduct money advance to witness	50.00	
	Total Trust	<u>\$338.76</u>	<u>\$338.76</u>
	Trust Balance		\$0.00

Invoice # 2254
 Date: 05/15/2015
 Due On: 06/14/2015

ADVOCACY LLP

340 Gilmour Street Suite 100
 Ottawa, Ontario
 K2P 0R3
 Phone: 613-695-8855
 613-695-8580

Janet L. Hutchison
 Hutchison Law
 #155, Glenora Gates
 10403 - 122 Street
 Edmonton, Alberta
 T5N 4C1

0274-006

1985 Sawridge Trust v. Alberta (Public Trustee)

Attorney	Description	Date
TS	Receive emails from client and review same; discussion prepare for teleconference; teleconference ; debrief	April 2015
MFM	Review of email sent	April 2015
EM	Email correspondence, detailed review of same, & making notes, meeting	April 2015
TS	Discussion	April 2015
EM	Email teleconference meetings	April 2015
TS	Review summary email ; discussion review	April 2015
MFM	Review	April 2015

Time Keeper	Position	Quantity	Rate	Total
Marie-France Major	Attorney	2.05	\$500.00	\$1,025.00
Eugene Meehan	Attorney	4.3	\$750.00	\$3,225.00

Thomas Slade	Attorney	2.35	\$300.00	\$705.00
			Subtotal	\$4,955.00
			HST (13.0%)	\$644.15
			Total	\$5,599.15

All invoice totals are in CDN funds.

HST #839003308

Please make all amounts payable to: Supreme Advocacy LLP

Please pay within 30 days.

E & OE

Supreme Advocacy LLP



Per: Eugene Meehan, Q.C.

TAB F

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

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 TWINN, BERTHA L'HIRONDELLE, and
CLARA MIDBO, as Trustees for the 1985
Sawridge Trust

APPLICANT in this OFFICE OF THE PUBLIC TRUSTEE OF
Application: ALBERTA

RESPONDENT in this THE SAWRIDGE FIRST NATION
Application:

QUESTIONING ON AFFIDAVIT
OF
PAUL BUJOLD

E. H. Molstad, Q.C.	For Sawridge First Nation
D. C. E. Bonora, Ms.	For Sawridge Trustees
J. L. Hutchison, Ms.	For Office of the Public Trustee of Alberta
Allison Hawkins, CSR(A)	Court Reporter

Edmonton, Alberta
July 27, 2016

1 documentation for review and approval. I just want
2 to point out that it does describe all property,
3 and from your investigation, is it your information
4 that that happened?

5 A Yes, it is.

6 Q Do you have any information to suggest it did not
7 happen?

8 A None at all.

9 Q Yeah. Paragraph 11 and 12 of your affidavit refers
10 to Exhibit D, and I'd like to take you to Exhibit D
11 of your affidavit. Are you there?

12 A I am.

13 Q Yeah. The second page of Exhibit D -- and this is
14 a -- an agreement between the trustees of the
15 old -- or I assume this is the '82 Trust. Is that
16 your information, in the 1985 Trust?

17 A It is, yes.

18 Q Yeah. And on page 2, it -- it describes that each
19 of the old trustees hereby transfers all of his
20 legal interest in each of the properties listed in
21 Appendix A attached hereto to the new trustees as
22 joint tenants to be held by the new trustees on the
23 terms and conditions set out in the Sawridge Band
24 Trust and is part of the said Trust.

25 Is it your information that
26 that, in fact, happened?

27 A Yes, it is.

1 Q Now, in paragraph 13 to 15 of your affidavit, this
2 refers to the legislation that we know previously
3 referred to as Bill C-31, and you're, I assume,
4 familiar with the fact that the Sawridge First
5 Nation challenged the constitutionality of the
6 legislation in litigation where they asserted a
7 right that they, as a First Nation, had the right
8 to determine their membership?

9 A Yes, I am aware of that.

10 Q And it was during that challenge that the women
11 that include, for example, Ms. Poytras were ordered
12 to be added as members of the Sawridge First
13 Nation, and as a result of the way in which the
14 1985 Trust was structured, she did not become a
15 beneficiary when the Court declared her to be a
16 member of the Sawridge First Nation?

17 A No.

18 Q Is that correct?

19 A That's correct.

20 Q Yeah. So if I go to paragraph 19, it refers to
21 Exhibit H. Can I just get you to look at that?

22 Now, this is a -- a --

23 Exhibit H is the resolution of the trustees, again,
24 transferring all of the assets of the 1982 Trust to
25 the 1985 Trust. Do you agree with that?

26 A Yes, I do.

27 Q And -- and that -- that, as you've already

1 testified, happened? That event took place?

2 A Yes, it did.

3 Q And what we know, at this time, was that the
4 purpose of the 1985 Trust, when it was structured,
5 was to protect the assets of that Trust from those
6 persons who might be forced upon the Sawridge First
7 Nation as members under what was then Bill C-31?

8 A That's correct.

9 Q And -- and having reviewed all of the records that
10 you've been able to gather, do you have any
11 information that the resolution, Exhibit H, was not
12 carried out?

13 A None.

14 Q Okay.

15 A None whatsoever.

16 Q Would you agree with me that based upon the purpose
17 of the transfer of the assets from the 1982 Trust
18 to the 1985 Trust, there would be no reason for the
19 Sawridge trustees, the Sawridge First Nation, or
20 chief and council to withhold the transfer of any
21 assets?

22 A Not that I could think of.

23 Q They were trying to protect these assets, so their
24 objective was to transfer the assets?

25 A We had a telephone conversation with Morris
26 Cullity, who was the -- the solicitor working with
27 them at the time on the transfer and on the

1 structure of the '85 Trust.

2 Q M-hm.

3 A His -- in -- in his view, the intent of the 1985
4 Trust was simply to protect the assets, pending the
5 completion of the constitutional challenge. Once
6 that was complete, the intent was to merge the two
7 Trusts back to -- using the 1986 Trust definition,
8 to go back to that and merge the two Trusts.

9 Q But -- but in terms of the 1985 Trust, in -- in --
10 in those circumstances, both the Sawridge First
11 Nation and the trustees would be motivated to
12 ensure that all assets were transferred?

13 A That's right. Absolutely.

14 Q The reason is to fulfill the purpose at that time?

15 A That's right. And to protect those assets.

16 Q Yeah.

17 A Yes.

18 Q If you look at -- at paragraphs 9 to 28 of this
19 affidavit -- and I don't want you to rush through
20 it. Just take a look at them because a lot of this
21 information was information that you obtained from
22 the Sawridge First Nation; is that correct?

23 A That's correct, yes.

24 Q And I think you've confirmed that Sawridge First
25 Nation was cooperative, and they were cooperative
26 in providing this information as well?

27 A They were, yes.

1 Q In paragraph 20 of the affidavit sworn
2 September 12th, 2011, it refers to Exhibit I, and
3 can I just take you to that exhibit?

4 A Okay.

5 Q This is a document entitled "Sawridge Band
6 Resolution" and has a number of signatures which
7 appear to be, obviously, signatures of persons in
8 addition to the chief and council of the Sawridge
9 First Nation. Would you agree with that?

10 A Yes, I would.

11 Q And this recites, in the first paragraph, that the
12 trustees of the 1982 Trust have authorized a
13 transfer of the Trust assets to the trustees of
14 what is, essentially, the 1985 Trust; is that
15 correct?

16 A That's correct.

17 Q And the second paragraph recites that these assets
18 have actually been transferred, and that's a
19 reference to the assets of the 1982 Trust having
20 been already transferred to the 1985 Trust; is that
21 correct?

22 A That's correct.

23 Q And it would appear that the Sawridge First Nation,
24 in the last paragraph of this document, is, for
25 whatever reason, approving and ratifying this
26 transfer?

27 A That's correct.

TAB G

September 14, 2016

File No.: 551860-1

VIA EMAILHutchison Law
#190 Broadway Business Square
130 Broadway Boulevard
Sherwood Park AB T8H 2A3

Attention: Janet L. Hutchison

Dear Madam:

**RE: Sawridge Band Inter Vivos Settlement ("1985 Sawridge Trust") or
"Trust" Action No.: 1103 14112****Settlement Offer on the Beneficiary Issue**

We are writing to make an offer to the OPGT in respect of the final issue in the above mentioned proceeding. We feel progress has been made to date with the clarification of the issues made in the December 17, 2015 decision of Justice Thomas and with the settlement of the transfer of assets issue by way of a consent order.

We have considered carefully how to come to a final determination of this matter in respect of the OPGT and the minors that they represent. We wish to propose a settlement.

We assume that the OPGT is as concerned as the Trustees that the current definition of "beneficiaries" in the 1985 trust is discriminatory and needs amendment. We understand that while the OPGT has concerns about the discrimination it must first and foremost advocate for and protect the minors that it represents. We also understand from your recent submissions and from your correspondence on the Trustees' proposed distribution plan that the OPGT hopes to see some form of grandfathering of the minors as part of the final determination of this matter.

The OPGT will have seen from the distribution proposal presented that the Trustees would prefer not to grandfather beneficiaries. It would be their preference to amend the definition to "members" of the Sawridge First Nation to match what the trust was in 1982 and to match the 1986 trust. The dependents of members including minors receive significant benefits from the trust until they are adults and while they are attending post-secondary institutions. Once they become adults they would only receive benefits if they became members.

The Trustees acknowledge and understand that a settlement involves a compromise. The Trustees are prepared to "grandfather" the minors as follows:

1. The minors would be beneficiaries of the 1985 trust during the time that they are minors;
2. The minors would be beneficiaries of the 1985 trust during the time that they are attending a post-secondary institution until they are age 25; and
3. In addition, the minors would be beneficiaries of the 1985 trust for a two year period following their 18th birthday to allow them an opportunity to apply to become a member. They would need to show that they have completed an application to become a member of the Sawridge First Nation and that they have submitted the application for processing in order to have benefits for two years.

If they become a member, then they will of course receive full benefits of the trust for their lifetimes as a member of Sawridge First Nation and thus a beneficiary of the 1985 Trust. If they fail to become a member, they will cease to be a beneficiary of the 1985 Trust.

We are proposing that this "grandfathering" would be provided to the list of minors recently provided to you and which is attached to this letter (which amendments include recent births). There is no guarantee that a change in definition if approved by the court would provide benefits for these children. It is often the case in amending a discriminatory trust that there are beneficiaries who are ultimately left out. No solution will ever be perfect.

Thus, we are asking that the OPGT consent to amend the definition of beneficiary in the 1985 Trust to "members of the Sawridge First Nation" but offering the children on the attached list complete beneficiary status in the 1985 Trust while they are dependents and for a period of time after they become adults to allow these children to become members.

We understand the OPGT's mandate is to protect these minors and to ensure they are treated fairly and to get the best result possible for them. The OPGT does not have a mandate to protect adults but this offer also achieves the result that the minors continue to have benefits while they apply to become members. We believe this offer achieves the mandate of the OPGT and more.

We believe that such a solution of grandfathering the minors on the attached list is not only fair but provides the OPGT with relief that it may not achieve and in fact the OPGT could have a worse result. Acceptance of this offer would effectively end the litigation for the OPGT.

We believe that the settlement offer fulfills the mandate of the OPGT as defined by the court. We are offering this settlement in the interests of attempting to end the litigation and proceeding to use the trust assets for the benefit of the beneficiaries instead of the costs of litigation.

We realize that this offer resembles the offer that we made in June 2015 but we made that offer at a time when the OPGT believed that it needed significant document production; at a time when the OPGT believed its mandate was to scrutinize the membership process of the Sawridge First Nation; and at a time when the transfer issue was still unresolved. None of those tasks remain for the OPGT as a result of the recent events in this litigation. As a result, we hope that the OPGT would seriously consider this offer.

We make this offer in direct compliance with the Calderbank line of cases and thus will rely on this offer to speak to costs if the OPGT fails to achieve a result that is better than the offer contained herein for the minors.

This offer is open for acceptance until September 26, 2016. After that date this offer will only be used to resist the payment of costs to the OPGT and to seek costs against the OPGT.

Yours very truly,
Dentons Canada LLP



Doris C. B. Bonora

Reynolds Mirth Richards & Farmer LLP



Marco Poretti

DCEB/sh

Minor Beneficiaries of 1985 Trust as at 30 August 2016				
No.	Name	Sex	Birthday	Age 8/30/2016
1	Lamouche-Twin, Everett (Justin Twin)	Male	10/5/2003	12.9
2	Lamouche-Twin, Justice (Justin Twin)	Male	4/2/2001	15.4
3	Lamouche-Twin, Kalyn (Justin Twin)	Female	8/24/2007	9.0
4	Lamouche-Twin, Maggie (Justin Twin)	Female	3/27/2009	7.4
5	Moodie, Jorja L. (Jeanine Potskin)	Female	1/29/2008	8.6
6	Potskin, Ethan E.R. (Trent Potskin)	Male	1/15/2004	12.6
7	Potskin, Jaise A. Jeanine Potskin)	Female	3/25/2003	13.4
8	Potskin, Keanu Napew Aaron (Aaron Potskin)	Male	6/22/2015	1.2
9	Potskin, Talia M.L. (Trent Potskin)	Female	3/16/2010	6.5
10	Potskin, William (Aaron Potskin)	Male	9/19/2013	3.0
11	Robberstad, Jadyn (Jaclyn Twin)	Female	7/4/2011	5.2
12	Twin, Alexander L. (Wesley Twin)	Male	1/23/2005	11.6
13	Twin, Autumn J. (Darcy Twin)	Female	9/26/2002	13.9
14	Twin, Destin D. (Jaclyn Twin)	Male	6/24/2008	8.2
15	Twin, Justice W. (Wesley Twin)	Male	9/20/2001	15.0
16	Twin, Kaissac Paul Cree (Rainbow Twin)	Male	7/23/2015	1.1
17	Twin, Logan F. (Darcy Twin)	Male	4/17/2007	9.4
18	Twin, River C. (Darcy Twin)	Male	5/3/2010	6.3
19	Twin, Starr (Winona Twin)	Female	11/29/2002	13.8
20	Twinn, Aspen Saya (W. Patrick Twinn)	Female	7/10/2016	0.1
21	Twinn-Vincent, Seth (Arlene Twinn)	Male	7/1/2001	15.2

ТАВ Н



September 18, 2017

EDWARD H. MOLSTAD, Q.C.
DIRECT DIAL: 780.423.8506
DIRECT FAX: 780.423.2870
EMAIL: emolstad@parlee.com
OUR FILE #: 64203-7/EHM

***Delivered by Hand and
Via email to denise.sutton@albertacourts.ca***

Court of Queen's Bench of Alberta
6th Floor Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

Attention: The Honourable Mr. Justice D.R.G. Thomas

Dear Mr. Justice Thomas:

**Re: Sawridge Band Inter Vivos Settlement (1985 Trust)
Court of Queen's Bench Action No: 1103 14112**

We reply to your letter of September 13, 2017 on behalf of the Sawridge First Nation (SFN).

There are a number of matters that are continuing in this action including the following:

- Ms. Catherine Twinn's application for indemnification for legal fees and disbursements in this action and in Action No. 1403 04885 from the 1985 Sawridge Trust (1985 Trust) scheduled to be heard in Chambers on October 13, 2017. We are advised that the claim for indemnification relates to past legal fees and disbursements in the approximate amount of \$855,000.00 plus future legal fees and disbursements. (SFN is not a party to this application).
- We are advised that Patrick Twinn, Shelby Twinn and Deborah Serafinchon have appealed Sawridge #5. (SFN is not a party to this application or appeal).
- Maurice Felix Stoney has filed a Notice of Appeal in relation to Sawridge #6 (SFN is a party intervenor in relation to this matter).

Chief and Council of SFN (Chief and Council) are concerned that the legal costs that have been paid by the 1985 Trust to date and the future legal costs in relation to these proceedings and related proceedings will substantially impair the ability of the 1985 Trust to provide benefits to the beneficiaries who are members of SFN. As a result, Chief and Council have instructed our offices to review the evidence and the Record in this matter and to consult with them in relation to an application to dissolve the 1985 Trust on grounds that it fails as being discriminatory and contrary to public policy and other grounds.

Should the 1985 Trust be dissolved, it is the intention of Chief and Council to settle a new trust which would be for the benefit of SFN members today and future generations of SFN members as it is the position of Chief and Council of the SFN that this was the intended purpose of the 1985 Trust when it was settled.

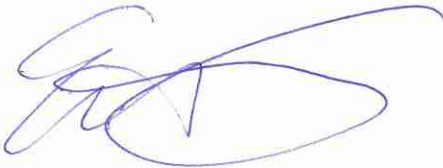
We would anticipate being in a position to advise the parties and the Court as to whether SFN will be proceeding with this application/action by approximately mid-October, 2017.

Should the SFN proceed with this application/action, it is our view that Your Lordship would be the person best suited to hear this matter; however, this would be subject to SFN advancing an application within this action and your agreement and availability.

As a result, we would request that we be given notice of the in person Case Management Meeting which is to be scheduled in order that we might attend and advise the Court and the parties of our position at that time.

Yours truly,

PARLEE McLAWS LLP



EDWARD H. MOLSTAD, Q.C.
EHM/mb

- cc: Doris Bonora, Dentons Canada LLP
Via email: doris.bonora@dentons.co
- cc: Janet Hutchison, Hutchison Law
Via email: jhutchison@jlhlaw.ca
- cc: Karen Platten, Q.C., McLennan Ross
Via email: kplatten@mross.com

TAB I

Clerk's stamp:



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

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

APPLICANTS

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

DOCUMENT

**Application (Statement of Issues and
Relief Sought)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5
Counsel for the Sawridge Trustees

Attention: Doris C.E. Bonora
Telephone: (780) 423-7188
Fax: (780) 423-7276
File No: 551860-001-DCEB

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 Case Management Justice.

To do so, you must be in Court when the application is heard as shown below:

Date	To Be Determined
Time	To Be Determined
Where	Law Courts, 1 A Sir Winston Churchill Square, Edmonton
Before Whom	To Be Determined

Go to the end of this document to see what you can do and when you must do it.

Basis for this claim:

1. The Applicants, the Sawridge Trustees, are the Trustees of the Sawridge Band Inter Vivos Settlement ("1985 Trust"). The Applicants seek determination of an issue and advice and directions from this Court. Pursuant to the comments of the Court of Appeal in *Twinn v Twinn*, 2017 ABCA 419, the Applicants file this document to set out and clarify the advice and directions sought in this Application.
2. The 1985 Trust was settled on April 15, 1985. Thereafter, section 15 of the *Canadian Charter of Rights and Freedoms* came into force, following the signing of the *Charter* into law.
3. After the 1985 Trust was settled, Bill C-31 was passed into law, making significant amendments to the *Indian Act*, R.S.C. 1970, Chapter I-6. Those amendments included the reinstatement of status and membership to women who had married non-Indigenous men and therefore lost their status and membership under the *Indian Act* prior to the amendments.
4. The definition of "Beneficiary" in the Trust Deed of the 1985 Trust makes specific reference to determining members of the Sawridge First Nation ("SFN") by reference to the *Indian Act* as it read as at April 15, 1982, before Bill C-31 was passed. The Trust Deed specifically prohibits amendment of the definition of "Beneficiary".
5. The 1985 Trust was funded from assets that had belonged to the SFN. Currently, there are members of SFN who are not beneficiaries of the 1985 Trust, such as the Bill C-31 women. There are beneficiaries of the 1985 Trust who are not members of SFN.
6. There may be other forms of discrimination in the definition of "Beneficiary".
7. The Applicants seek a determination of the following issue:

Is the definition of "Beneficiary" in the Trust Deed of the 1985 Trust discriminatory, insofar as the

definition refers to provisions of the *Indian Act*, RSC 1970, c I-6, which have since been amended, and reads:

"Beneficiary" 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 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;

Remedy sought:

8. If the definition of "Beneficiaries" is found not to be discriminatory, then the Applicants do not expect to seek any other relief.
9. If the definition of "Beneficiary" is discriminatory, the Applicants seek direction from this Court as to the appropriate remedy, and particularly whether the appropriate remedy is:
 - (a) To modify the definition by striking out language that has a discriminatory effect such that the definition of "Beneficiary" in the 1985 Trust will be reduced to members of the Sawridge First Nation?
 - (b) If the remedy in paragraph 9(a) is not granted to determine if the 1985 Trust can be amended pursuant to,
 - (i) the amending provisions of the Trust Deed, or
 - (ii) Section 42 of the *Trustee Act*?
10. If the definition of "Beneficiary" is modified, by striking out language or otherwise, then:
 - (a) Should there be "grandfathering" such that any of the individuals who met the definition of "Beneficiary" before this relief is granted will remain Beneficiaries?

- (b) If the answer to 10(a) is "yes", what should the terms of such "grandfathering" be and who will be grandfathered?

11. Such further and other relief as this Court may deem appropriate.

Affidavit or other evidence to be used in support of this application:

12. Such material as has been filed to date and has been posted on the applicable court ordered website at www.sawridgetrusts.ca
13. Such further material as counsel may further advise and this Honourable Court may admit.

How the Application is to be heard:

14. The application is to be heard in Special Chambers before the presiding Justice at a date to be determined.

Applicable Acts and regulations and Orders:

15. *Alberta Rules of Court*, Alta Reg 124/2010;
16. *Trustee Act*, RSA 2000, c T-8;
17. Order of the Court of Queen's Bench of Alberta dated January 5, 2018 in case management.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

TAB J

SAWRIDGE INDIAN BAND
RESOLUTION ADOPTING MEMBERSHIP RULES

WHEREAS subsection 10(1) of the Indian Act, R.S.C. 1970, Chapter I-6, as amended, (the "Act") recognizes that a band may assume control of its own membership if it establishes membership rules for itself in writing in accordance with section 10 of the Act;

AND WHEREAS the Sawridge Indian Band (the "Band") wishes to assume control of its own membership pursuant to section 10 of the Act;

AND WHEREAS the electors of the Band wish to consent to the Band's assumption of control of its own membership and the establishment of the membership rules (the "Rules") annexed as Schedule A hereto;

AND WHEREAS the objective of the Band in approving the establishment of the Rules is to protect the culture and social identity of the Band, to maintain and strengthen the existing sense of community, and to ensure continued peace and good order, among the members of the Band;

NOW THEREFORE BE IT RESOLVED THAT

1. the Band hereby consents to, and approves, the assumption by the Band of control of its own membership; and
2. the Rules be and they are hereby approved, adopted and established.

I certify that the above resolution was passed at a duly convened meeting of the electors of the Sawridge Indian Band held the 4th day of July, 1985 after appropriate notice of such meeting had been given and that such resolution is of full force and effect unamended as of the date hereof.

Dated the 4th day of July, 1985.


CHIEF WALTER PATRICK TWINN

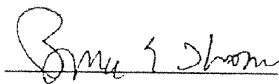
STATUTORY DECLARATION

I, CHIEF WALTER PATRICK TWINN, hereby declare that:

1. On the 8th day of July, A.D. 1985, pursuant to subsection 10(6) of the Indian Act, R.S.C. 1970, Chapter I-6, as amended, the Council of the Sawridge Indian Band (the "Band") gave notice in writing to the Honourable David Crombie, Minister of Indian Affairs and Northern Development, that the Band was on that day assuming control of its own membership and provided the said Minister of Indian Affairs and Northern Development with a copy of the within Membership Rules of the Band.

2. Accordingly, pursuant to subsection 10(8) of the Indian Act, R.S.C. 1970, Chapter I-6, as amended, and section 1 of the within Membership Rules, the said Membership Rules effect, on and from the 8th day of July, A.D. 1985.

Declared before me at the
Town of Slave Lake,
in the Province of Alberta,
this 18 day of July A.D., 1985.



Bruce J. Shorn



WALTER PATRICK TWINN

TAB K



Aboriginal Affairs & Northern
Development Canada
Alberta Region
630 Canada Place
9700 Jasper Avenue
Edmonton, AB T5J 4G2

Affaires Autochtones et
Développement du Nord Canada

Fax: (780) 495-2201
Internet: aandc-aadnc.gc.ca

Letter, AANDC to Affiliates, 111121_Redacted.pdf

November 8, 2011

Your file Votre référence
Our file Notre référence

Dear :

Our records indicate that when you became registered as an "Indian" pursuant to the provisions of the *Indian Act*, R.S.C. 1985, c. 1-5, as amended, your registration was "affiliated" with the Sawridge Band. In 1985, the Sawridge Band had taken control of determining its own membership, therefore, such affiliation, by itself, did not bestow any rights of membership in the Sawridge Band upon you.

Between 1982 and 1986, the Sawridge Band created several trusts to hold and administer certain assets which the Sawridge Band had acquired and transferred into the trusts (the "Sawridge Trusts"). The Sawridge Trusts are separate legal entities from the Sawridge Band.

The Chief Executive Officer of the Sawridge Trusts recently filed an application in order to seek "advice and directions" from the Court of Queen's Bench of Alberta (the "Application") in regards to certain matters dealing with the Sawridge Trusts. Full details of the Trusts and the proposed Application can be found on their website at www.sawridgetrusts.ca.

It is suggested that you periodically check the Sawridge Trusts website to ascertain where and when the Application will be heard.

The Sawridge Trusts do not have access to the names and addresses of the person's affiliated with the Sawridge Band, and have asked the Government of Canada to use its best efforts to try and contact these persons so that they are aware of the pending Application and can, if they choose to do so, get independent legal advice in respect thereof.

In providing this notification on behalf of the Sawridge Trusts, the Government of Canada:

- a) Is doing so on a strictly gratuitous and voluntary basis to accommodate a request to do so from the Sawridge Trusts and, as Canada relies on the affiliated persons to update their addresses, Canada is not warranting or undertaking to anyone that any person to whom this notice is addressed will in fact receive it, and assumes no liability for the failure of such notice to reach any such individual;
- b) Makes no representations:
 - i. about the accuracy of any information found on the Sawridge Trusts website and is not in a position to disclose any other information on regards to the Application to third parties other than what is found on the website, and

.../2

PBI17.1-Letter, AANDC to Affiliates, 111121_Redacted.pdf

- 2 -

- ii. that any or all of the affiliated persons have any standing or interest in the Application; and
- c) Will not be in a position to offer any legal advice to persons outside the Government of Canada in respect thereof.

Additionally, be advised that:

1. Neither your name nor any other personal information will be provided to Sawridge Trusts or any other third party. The only information we will provide to Sawridge Trusts is the total number of people we notified by means of this letter.
2. If you are a minor, or the guardian of a minor who may have an interest in the Application, the Public Trustee for the Province of Alberta can be contacted, at the number noted below, for information pertaining to the Public Trustee's authority over the administration of minor's property.

Office of the Public Trustee
400, South, Brownlee Building
10365 – 97 Street
EDMONTON, AB T5J 3Z8

Phone: (780) 427-2744
Fax: (780) 422-9136

Yours sincerely,



Susan Weston
Manager, Registration, Revenues
And Band Governance
Lands, Negotiations and
Indian Government
Aboriginal Affairs and Northern
Development Canada
Suite 630, Canada Place
9700 Jasper Avenue
EDMONTON, AB T5J 4G2

TAB L

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 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

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

21

22 * * * * *

23

24

25

26

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20 * * * * *

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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 descendents 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 descendents 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 M

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 31, 2019

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Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

October 31, 2019

Morning Session

The Honourable
Mr. Justice Henderson

Court of Queen's Bench
of Alberta

D. Bonora

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn, and D. Majeski

K. Martin

For R. Twinn, M. Ward, B. L'Hirondelle, E.
Twinn, and D. Majeski

E. Sopko

For Sawridge First Nation

P. Faulds, Q.C.

For the Office of the Public Trustee

J. Hutchison

For the Office of the Public Trustee

(No Counsel)

For S. Twinn

A. Tetz

Court Clerk

THE COURT CLERK:

Order in court.

THE COURT:

Good morning.

MR. FAULDS:

Good morning, Sir.

MS. BONORA:

Good morning.

Reasons for Judgment

THE COURT:

All right. I'm ready to give my decision with
respect to the intervenor applications.

Case management of this litigation has been ongoing for many years, firstly by Justice Thomas and more recently for the last year or so by myself. In very general terms, the litigation relates to the 1985 Sawridge Trust and the application of the Trustees of that Trust for advice and directions in relation to proposed amendments to the definition of the term "beneficiaries" in the 1985 Trust.

The issue that is currently before the Court and which is scheduled for argument on November 27th, 2019, arises from the concern I raised with counsel approximately six months ago. To address that concern, the Trustees have brought an application to have

1 me consider and determine the effect of the consent order made by Justice Thomas on
2 August 24th, 2016. The consent order provided in part that, (as read)

3
4 The transfer of assets which occurred in 1985 from the Sawridge Band
5 Trust, the 1982 Trust, to the Sawridge Band Inter Vivos Settlement, the
6 1985 Trust, is approved nunc pro tunc.

7
8 The issue on this application has been described as the asset transfer issue. It relates to
9 whether the 2016 consent order approved a variation of the 1982 Trust so as to permit the
10 assets of the Trust be transferred to the 1985 Trust to be held for the beneficiaries as
11 defined in the 1985 Trust, or whether despite the transfer of assets, they continue to be
12 held for the beneficiaries of the 1982 Trust or whether some other outcome arises from
13 the August 2016 consent order.

14
15 The other significant issue before the Court and which will be argued in the coming
16 months is referred to as the jurisdictional issue. That is whether the Court has jurisdiction
17 to modify or vary the definition of the term "beneficiaries" in the 1985 Trust so as to
18 eliminate some or all of the discriminatory aspects of that definition.

19
20 There are two motions before me today that were argued yesterday. Both applications are
21 to intervene on the asset transfer issue as well as the jurisdictional issue. The first motion
22 is brought by the Sawridge First Nation by application filed September 26, 2019. This
23 application is supported by the affidavit of Darcy Twin, sworn September 24, 2019, and
24 filed September 26, 2019. Mr. Twin was cross-examined on that affidavit on October
25 18th, 2019. The second motion is brought by Shelby Twinn by application filed October
26 16th, 2019. Her application is supported by her affidavit filed and sworn October 23rd,
27 2019.

28
29 So by way of general principles, Rule 2.10 authorizes the Court to grant a person
30 intervenor status in an action. That Rule provides as follows: On application the Court
31 may grant status to a person to intervene in an action subject to any terms and conditions
32 and with the rights and privileges specified by the Court.

33
34 The test for intervention is whether the proposed intervenor is specifically affected by the
35 decision or the proposed intervenor has some special expertise or insight to bring to bear
36 on the issue. That was described by the Court of Appeal in *Papaschase Indian Band v.*
37 *Canada* in 2005. More recently Mr. Justice O'Ferrall in the *Piikani Nation v. Kostic* in
38 2017 described the second prong of the test slightly differently. He said, (as read)

39
40 In addition to establishing an interest, the proposed intervenor must
41 demonstrate an ability to provide special expertise or fresh perspective.

1
2 The question therefore before me is whether one or both of the applicants in this case
3 meet that test. I will deal firstly with the Sawridge First Nation. The 1985 Trustees, or
4 the applicants in the main motions before the Court in relation to the asset transfer issue
5 and the jurisdictional issue, do not oppose the participation of the Sawridge First Nation
6 and point out that it is "self-evident" that the First Nation should be permitted to
7 participate. The Public Trustee and Catherine Twinn, on the other hand, take a very
8 different position and oppose the status of the Sawridge First Nation as an intervenor.
9 The opposition is on the basis that, firstly, Sawridge First Nation has no direct interest in
10 the proceedings; secondly, Sawridge First Nation would be uncooperative as intervenor;
11 thirdly, Sawridge First Nation cannot or will not contribute any additional evidence in
12 relation to the asset transfer issue; fourth, the position to be taken by Sawridge First
13 Nation on the asset transfer issue lacks "an air of reality"; fifthly, the position to be taken
14 by Sawridge First Nation on the asset transfer issue will widen the issues between the
15 parties; sixth, the Sawridge First Nation has already elected not to participate in the
16 jurisdictional issue; and seventhly, the proposed position on the jurisdictional issue is
17 unnecessary.

18
19 In oral submissions the office of the Public Trustee alerted me to a number of relevant
20 factors in support of their opposition to the motion. I won't go into great detail, but I want
21 to summarize some of the positions taken. The position is that the Sawridge First Nation
22 will take -- that the position they will take on motions if they're granted intervenor status
23 may have a negative impact on some of the persons whose interests they represent. The
24 consequence potentially is that some persons may lose their right to participate or receive
25 benefits from the Trust assets. The Public Trustee also argues that the position of the
26 Sawridge First Nation will simply not be helpful to the Court.

27
28 More significantly, the Public Trustee argues that the position of the Sawridge First
29 Nation in relation to the asset transfer issue is directly opposite of the position that they
30 took in the negotiations leading to the presentation of the consent order in August of
31 2016. The Public Trustee argues that the Sawridge First Nation was a participant in the
32 settlement negotiations that led to the consent order. Public Trustee also argues that the
33 Sawridge First Nation position is inconsistent with the position that it took in 1985 when
34 it was the architect of the scheme that was designed to avoid the assets being subject to
35 the 1982 Trust terms. That is a position which is directly opposite of the position which
36 the Sawridge First Nation now intends to advocate in the motions before me.

37
38 Public Trustee also argues that the Sawridge First Nation has not been cooperative in the
39 litigation to date, particularly with respect to producing documents or waiving
40 solicitor/client privilege over lawyers' files, which may give some better insight into what
41 transpired at the time of the asset transfer in 1985.

1
2 The Public Trustee points out that as part of the litigation plan I approved in December of
3 2018 (filed on January 16th, 2019), those non parties who sought to participate in the
4 jurisdictional issue were to provide notice of such intention by January 31st, 2019.
5 Sawridge First Nation was given an opportunity to do so but declined. The Public Trustee
6 argues that the Sawridge First Nation has now given up its right to participate.
7

8 Ultimately the Public Trustee strenuously argues that the Sawridge First Nation should
9 not be permitted to participate in the upcoming motions. The position is supported by
10 Catherine Twinn, who is a party to this application.
11

12 The question is, should I exercise my discretion to permit Sawridge First Nation to
13 become an intervenor on these two applications? There are three preliminary points that
14 need to be addressed before a determination of the main issue. The first question is
15 whether or not the Sawridge First Nation has standing to bring this application. The
16 Public Trustee argues that no standing exists because the Band did not obtain first a Band
17 council resolution approving the present application. In response to that position, Mr.
18 Molstad appeared before me yesterday on behalf of the Sawridge First Nation and
19 represented to me that he, being an officer of the court, had proper instructions to proceed
20 with the application. I accept his representation. In any event, Mr. Molstad points out
21 that there is in fact a Band council resolution that was provided to the other parties.
22

23 The second preliminary issue that I want to briefly speak to is that the Sawridge First
24 Nation has been an intervenor on other applications in this litigation. Even though they
25 are not directly involved as a party in the litigation, they have monitored and participated
26 in this litigation throughout. I took a look at the history of the written decisions that have
27 been filed in relation to this litigation. I note that the Sawridge First Nation has
28 participated in decisions which are known as Sawridge Number 1, Sawridge Number 3,
29 Sawridge Number 4, and Sawridge Number 6 through 11, and in 6 through 11 they
30 appeared as intervenors. So Sawridge First Nation is clearly not a stranger to this
31 litigation. Notwithstanding the fact that they are not a party to the litigation, they have
32 been an active participant in the litigation.
33

34 The third preliminary point that I want to raise is just to very briefly provide some context
35 for why we are here. This relates to differences in the definitions of "beneficiary" as
36 between the 1982 Sawridge Trust and the 1985 Trust. The 1982 Sawridge Trust defines
37 "beneficiaries" as "all members, present and future, of the Band." The 1985 Sawridge
38 Trust defines "beneficiaries" much differently. This is not the time or the place to provide
39 a definitive interpretation of the term "beneficiaries" in the 1985 Trust. However, broadly
40 speaking, beneficiaries in the 1985 Trust are restricted only to those persons who
41 qualified as members of the Band in accordance with the provisions of the *Indian Act* as it

1 existed on or before April 15th, 1982, and excepting, of course, those who have joined
2 other Indian Bands or those who have voluntarily ceased to be a member of the Band.

3
4 It is important to understand that under the 1985 definition, not all members of the Band
5 are beneficiaries, and some persons are beneficiaries even if they are not members of the
6 Band. So what we see is a significant difference between the definitions between the two
7 Trusts, that gives rise to many of the issues that need to be sorted out in this litigation.
8

9 I will then move on to the test that has to be met in order to become an intervenor. The
10 first prong of the test is whether or not the proposed intervenor is specifically affected by
11 the decision. The Sawridge First Nation is the governing body that represents the
12 members of the First Nation. It represents all of the members of the First Nation whether
13 or not they have been qualified as members on the basis of the provisions of the *Indian*
14 *Act* as it existed in 1982 or whether they qualify on some other basis. If they are members
15 of the Band, the Sawridge First Nation represents them.
16

17 Furthermore, the Trustees of the 1982 Trust are indeed the chief and council of the
18 Sawridge First Nation. Therefore, on the surface the Sawridge First Nation is clearly not
19 a stranger to the issues in the asset transfer issue or in relation to the jurisdictional issue.
20 The First Nation will be affected by the outcome of the litigation. Their members are the
21 beneficiaries of the 1982 Trust, but only some of their members are beneficiaries of the
22 1985 Trust. The outcome of the litigation will affect the membership of the Sawridge
23 First Nation.
24

25 But, more importantly, the second prong of the test is critical here. Sawridge First Nation
26 is taking a position on the applications that is different than the positions taken by the
27 other parties. For example, they take the position that the transfer of the assets from the
28 1982 Trust to the 1985 Trust may be valid but the 1985 Trustees hold for the benefit of
29 the 1982 beneficiaries. This is a position that is taken by no one else in the litigation.
30 The position taken by the Sawridge First Nation may be right, or, for many of the reasons
31 articulated in the argument yesterday, they may not be in a legitimate position to succeed
32 in advancing that argument. But I am satisfied that the Court will benefit from different
33 perspectives being taken on this critical issue.
34

35 This is very much the same situation as was faced by Justice Watson in *Gift Lake Metis*
36 *Settlement v. Alberta*, 2018 ABCA 173, where Justice Watson granted intervenor status to
37 a party on the basis that they represented a voice that would not be replicated by other
38 parties. This is exactly the same situation in the present case.
39

40 Now, the position put forward by the Public Trustee in terms of pointing out
41 inconsistencies in the way in which the Sawridge First Nation dealt with firstly the

1 agreement to the 2016 consent order or the 1985 Trust transfer may well be entirely valid,
2 may well be properly founded, and may well indeed have a significant impact on the
3 outcome of the asset transfer issue or the jurisdictional issue. But those are issues that are
4 relevant to those motions. They are not, in my view, something that would foreclose the
5 possibility of the Sawridge First Nation participating as an intervenor in those motions. I
6 am satisfied having a different perspective on these issues will be helpful in coming to the
7 correct decision in relation to the matter.

8
9 Therefore, I am satisfied that the Sawridge First Nation should properly be made an
10 intervenor and permitted to file briefs of law, put forward evidence, and make oral
11 submissions with respect to the two major issues that are currently before the Court; that
12 would be the asset transfer issue and the jurisdictional issue.

13
14 The Public Trustee argued that if I were to grant the intervenor application, I should
15 impose conditions specifically with respect to the production of documents. I did hear
16 yesterday Mr. Molstad tell me that all of the documents have been turned over to the
17 Trustees, apart from the documents over which privilege has been maintained. In my
18 view, nothing but delay and additional expense would be incurred if I were to impose
19 conditions with respect to the production of additional documents. We should simply
20 proceed to deal with the important issues that need to be dealt with, and that is what we
21 will do.

22
23 I will turn now to the application of Shelby Twinn. Ms. Twinn deposes in her affidavit
24 that she is a beneficiary of the 1985 Trust. She is not a member of the Sawridge First
25 Nation, although she has applied to become a member. Her application goes back to
26 April of 2018, but it has not yet been approved. I gather it hasn't been rejected, but it has
27 not been approved. She claims that the membership process is corrupt, biased, and unfair,
28 and I make no comment with respect to that. This Court does not have jurisdiction to deal
29 with the membership process in the First Nation. Obviously there are remedies that are
30 available elsewhere that Ms. Twinn can take to pursue those concerns, and I am sure that
31 she will do that if she feels sufficiently aggrieved by it.

32
33 I note that Ms. Twinn has previously applied to become a party to the litigation with
34 funding to be provided from the Trust. The case management judge dismissed the
35 application. On appeal, the Court of Appeal at paragraph 20 indicated that, (as read)

36
37 Adding all of the beneficiaries and potential beneficiaries as full parties
38 to the Trust litigation is neither advisable nor necessary.

39
40 The Court of Appeal upheld the decision of the case management judge to deny
41 Ms. Twinn the right to be a party to the litigation.

1
2 It is also important to note some of the other comments made by the Court of Appeal in
3 that decision. At paragraph 18 the Court said, (as read)
4

5 It is unclear what interest the individual appellants, including
6 Ms. Twinn, have that is not represented by parties already before the
7 Court or what position they would bring to the litigation necessary to
8 permit the issues to be completely and effectively resolved.
9

10 Exactly the same can be said of Ms. Twinn's application to be added as an intervenor.
11 Ms. Twinn, like all potential beneficiaries, does have a right to participate in the
12 applications pursuant to a participation order I granted on December 17th, 2018. In fact,
13 she has exercised that right and filed a brief in contemplation of the jurisdictional
14 application which was to be argued in April. The participation order does not specifically
15 address the asset transfer application, but there is no logical reason for it not also to apply
16 to that application because it is intimately connected with the jurisdictional application.
17

18 Having said all of that, however, I am satisfied that at least with respect to the asset
19 transfer issue, Ms. Twinn is in a position where she is specifically affected by the
20 decision. For example, if I were to find that the August 2016 consent order only approved
21 the transfer of assets from 1982 to 1985 but that the 1985 Trustees hold the assets for the
22 1982 beneficiaries, then Ms. Twinn would be affected. She would not be affected in the
23 sense that her status as a 1985 beneficiary would be impacted, but the reality is that her
24 interest as a beneficiary of 1985 Trust would be diminished dramatically or eliminated
25 completely because the 1985 Trust may have limited or no assets associated with it. So I
26 am satisfied that Ms. Twinn does have a very clear and direct interest specifically with
27 respect to the asset transfer issue.
28

29 And on this basis I am prepared to give Ms. Twinn intervenor status so that she may file a
30 brief of argument, she may tender evidence, and she may appear and make oral
31 submissions.
32

33 However, the second leg of her application is to be awarded advanced funding. With
34 respect to the litigation, she is not a lawyer. She says that she needs a lawyer to help her
35 make the submissions, and on the surface I can see that that has merit. However, when I
36 look at the totality of the circumstances here, I am not satisfied that she should get
37 funding to hire a lawyer to advance her position. And I say that because her position, I
38 am satisfied, is the same and identical to the positions that are already being put before
39 me. Essentially the Public Trustee takes the same position as Ms. Twinn would in
40 relation to the asset transfer issue. Furthermore, the Public Trustee represents Shelby
41 Twinn's sibling. Both are 1985 beneficiaries, but neither are First Nations members.

Public Trustee is advocating for the sister. The position is identical with respect to Ms. Twinn. The 1985 Trustees will also likely take the same position as Shelby Twinn on the asset transfer issue. Furthermore, I note that the 1985 Trustees owe all beneficiaries, including Ms. Twinn, a fiduciary obligation. So they have an obligation to her.

Furthermore, and perhaps most importantly, there is, in my view, no need to add to the cost burden to the Trust in relation to this litigation. This Trust has already incurred substantial legal fees in relation to this litigation, and there is no need to add to that. Being conservative in the approach toward funding from the Trust for legal fees was approved by the decision denying Ms. Twinn the right to participate as a party. The Court of Appeal endorsed the cautious approach to increasing the cost burden on the beneficiaries and the Trust.

So for all of those reasons, I am satisfied that Ms. Twinn should be entitled to be an intervenor but that she should not be entitled to receive funding to hire a lawyer to facilitate the presentation of her position.

Anything further we need to deal with today?

MS. BONORA:

Not from us, Sir. Thank you.

THE COURT:

Okay. Good. Thank you very much. We are adjourned until November 27th. Thank you.

THE COURT CLERK:

Order in court.

PROCEEDINGS ADJOURNED UNTIL NOVEMBER 27, 2019

Certificate of Record

I, Ashley Tetz, certify this recording is the record made of the evidence in the proceedings in Court of Queen's Bench, held in Courtroom 315 at Edmonton, Alberta, on the 31st day of October 2019, and that I was the court official in charge of the sound-recording machine during the proceedings.

Certificate of Transcript

I, Jill Williams, certify that

(a) I transcribed the record, which was recorded by a sound-recording machine, to the best of my skill and ability and the foregoing pages are a complete and accurate transcript of the contents of the record, and

(b) the Certificate of Record for these proceedings was included orally on the record and is transcribed in this transcript.

Jill Williams, Transcriber

Order Number: AL-JO-1004-3074

Dated: November 2, 2019

TAB N

Clerk's stamp:



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 Trust**")

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

DOCUMENT **BRIEF OF THE SAWRIDGE TRUSTEES IN RESPECT OF
THE IMPACT OF THE DEFINITION OF BENEFICIARIES IN
RESPECT OF THE 1982 AND 1985 TRUST**

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LIST OF AUTHORITIES

A. INTRODUCTION

1. With respect to the merits of the asset transfer application, the Trustees do not have any material additions to the submissions that they have previously made and provided to the court on November 1, 2019 and November 20, 2019.
2. Nevertheless, during a case management application held on November 27, 2019, Your Lordship requested some high-level information with respect to the individual beneficiaries pursuant to the definition in the 1985 Sawridge Band Inter Vivos Settlement Deed (the "1985 Trust") as well as the 1982 Sawridge Band Trust Deed (the "1982 Trust").¹ We had indicated that we would provide you with this information in order to assist you in your understanding of the potential consequences of a decision in the current application. We note in providing this information that the exact constitution of the 1985 Trust beneficiaries is a matter of debate and potentially further protracted litigation. We are providing this overview simply to assist the court.
3. In general terms, the definition of a beneficiary pursuant to the 1982 Trust are all members, present and future, of the Sawridge First Nation. Therefore, to determine those beneficiaries under the provisions of the 1982 Trust, one simply needs to view the membership list. There are currently 45 members on the Sawridge First Nation membership list.²
4. In 1985 the assets of the 1982 Trust were purportedly transferred to the 1985 Trust. The 1985 Trust defines beneficiaries to be, in general terms, any person who qualifies as a member of the Sawridge Indian Band No. 19 pursuant to the provisions of the *Indian Act*, as that Act existed before the Charter.
5. Ascertaining the current constitution of the 1985 Trust is therefore difficult. Unlike the 1982 Trust, where beneficiaries are determined according to individuals who are on the membership list, the 1985 Trust requires an analysis of individuals and their families rooted in the now outdated definition found in the pre-Charter *Indian Act*. Accordingly, life events like births, deaths, marriages and divorces all significantly impact those who are considered to be beneficiaries.³ By way of example, the legitimacy of a child at their birth, the sex of a child and whether his or her parent who is a member of the Sawridge First Nation is male or female all directly impact whether an individual is a beneficiary. The illegitimate male child of a male member will be a beneficiary but the illegitimate female child of a male member will not be a beneficiary. Females who marry a non-member of the First Nation will lose their rights as will their children. Males who marry,

¹ Transcript of Proceedings of November 27, 2019 [TAB 1]

² Written Interrogatories for Paul Bujold from Questioning on Affidavit of March 7 to 10, 2017, Question 8 [TAB 2].

³ *Indian Act*, R.S.C. 1970, Chapter I-6, as it existed in 1970, [TAB 3] The *Indian Act* was subsequently amended by Bill C-31 (*Indian Act*, 1985) in light of the changes in the newly adopted *Canadian Charter of Rights and Freedoms*.

retain their rights and their new spouse will acquire rights as a beneficiary as will their children.

6. The parties have identified various persons who may qualify as beneficiaries of the 1985 Trust.⁴ For their part, the Trustees believe that only 56 persons would meet the technical requirements set out in the pre-Charter *Indian Act*.
7. There are 45 members of Sawridge First Nation. All of these 45 members would be beneficiaries if the 1982 Trust beneficiary definition applied. Of those 45 members only 30 qualify as beneficiaries of the 1985 Trust. In addition, there are 26 individuals identified by the Trustees as potential beneficiaries who, are not members but are beneficiaries.⁵
8. The Trustees acknowledge that the statistics provided are the interpretation of the Trustees and that the parties may have different opinions on the interpretation of the *Indian Act* as it existed in 1985.⁶

B. BILL C-31 (INDIAN ACT, 1985) AND ITS EFFECTS

9. The Bill C-31 amendments to the *Indian Act*, came into effect 17 April 1985. The amendments deferred to the sovereignty of Indian Bands, allowing those that passed a set of membership rules the authority to determine their own membership from 1985 onwards. The amendments also attempted to remove the discrimination with respect to women who married a non-member, illegitimacy, and discrimination in respect of male and female babies.
10. Following the amendments, women (those who had lost their membership due to marriage outside of the Sawridge First Nation) were permitted membership in the first nation ("Bill C-31 Women"). A group of Bill C-31 Women took the position that the new *Indian Act* permitted their membership to be reinstated to the Sawridge First Nation. The

⁴ List of Beneficiaries - The source of this list is a review and compilation of the following sources: The Trustees have tried to include people identified by the Respondents as well as by the Trustees:

- Paul Bujold UT-24- Questioning of May 27/28, 2014
- Paul Bujold UT-25 - Questioning of May 27/28, 2014
- Paul Bujold UT-31 - Questioning of May 27/28, 2014
- Paul Bujold UT-32 - Questioning of May 27/28, 2014
- Catherine Twinn - Undertakings 74(1), (4), (5), (7), (9), (11), (14), (21), Questioning July 20/21, 2017
- [TAB 4]

⁵ See footnote #4 above

⁶ This interpretation, and the Court's decision in this case, will doubtless affect the interests of minors. Minors involved in this litigation are ostensibly represented by the OPGT, though the exact nature of this representation is unclear. Indeed the Sawridge First Nation has made repeated requests to learn who the OPGT represent from the potential beneficiaries under either definition. The scope of the OPGT has been limited by a decision of Justice Thomas. [TAB 8] The Trustees understand that the OPGT represents illegitimate children who may be protested, females who may lose their status if they marry and other similarly problematic categories of beneficiaries. We note that any of these individuals would be able to apply for membership in the First Nation should the definition of the 1982 Trust apply.

First Nation took the position that the women would be required to reapply for membership. The issue was litigated and ultimately the court ordered the Sawridge Indian Band to add 11 people to the membership list.⁷ Therefore, these women who the court has recognized as being rightful members of the First Nation are beneficiaries using the 1982 Trust definition of beneficiaries by virtue of their membership. However, they are not beneficiaries under the 1985 Trust, which relies on the pre-Charter text of the *Indian Act*. Only 3 of these women are still alive.

11. In addition to the above, 3 other Bill C-31 Women applied for membership and were admitted as members by the Sawridge First Nation. Again they would be beneficiaries only if the definition in the 1982 Trust applies.
12. There are 9 children of these Bill C-31 Women who have applied and been admitted into membership in the Sawridge First Nation ("Bill C-31 Children")⁸. These women and their children who have been admitted to membership would not be eligible to receive benefits from the 1985 Trust but would be eligible if the 1982 Trust provisions applied. One of these women, Bertha L'Hirondelle, was the chief of the Sawridge First Nation, an elder, and a Trustee. She is not a beneficiary under the current 1985 Trust. As a member of the Sawridge First Nation, she would be a beneficiary under the terms of the 1982 Trust.
13. The Indian Act continues to exclude women who marry a non-member. There is at least one such person who, is a member, but who married after 1985 - Winona Twin⁹- who was a beneficiary before her marriage but would lose rights under the 1985 Trust provisions.
14. In contrast, the spouses of male members, who may or may not have First Nation status, are beneficiaries of the 1985 Trust. There are 7 people who are not members of the First Nation, do not have Indian status and still would be beneficiaries under the 1985 Trust only because of their marriage to a male member.¹⁰ They would not be beneficiaries under the 1982 Trust provisions.

C. ILLEGITIMACY AND ITS EFFECTS

15. The pre-Charter *Indian Act* requires the legitimacy of a child to be considered, combined with the child's sex, when ascertaining whether a child is a beneficiary. The following rules apply:
 - (a) The 1985 Trust rejects providing benefits to any illegitimate child—male or female—of an Indian woman if paternity of the child is a non-member. If the father of the child is a non-member and is not acknowledged on the birth certificate and as long as no one protests the inclusion of the name of the child on the band list during a specified period, then the child may qualify as a

⁷ Hugessen J. Decision, *Sawridge Band v Canada*, [2003] 4 FC 748, 2003 FCT 347 [TAB 5]

⁸ List of Beneficiaries [TAB 4]

⁹ List of Beneficiaries at Tab 4

¹⁰ List of beneficiaries Color Coded [Tab 6]

beneficiary but may be subject to protests as set out below. This is a disputed area because it is unclear in some cases if paternity is acknowledged or not and whether protests are still permitted. The parties have identified that there are 15 individuals who may be excluded on this basis. 9 of them are members of the First Nation.¹¹

- (b) In addition, the whole process of protesting was eliminated in Bill C- 31 as it was not needed when the discrimination regarding illegitimacy was removed and thus it is unclear if these children could be protested.¹²
- (c) The Pre-Charter *Indian Act* states that the illegitimate daughters of a male member of the First Nation are not eligible for membership in the First Nation and thus not beneficiaries while the illegitimate sons of the a male member are considered beneficiaries.
 - (i) We believe that there are 4 illegitimate males who have male member fathers who would be beneficiaries. Of these 1 is a member of the First Nation and would be a beneficiary under the 1982 trust provisions. There are at least 2 illegitimate daughters of male members who are not beneficiaries as a result of this provision.
- (d) The rules will admit some siblings in a family while rejecting others and will not admit a child born out of wedlock even if the parents later married.
- (e) In addition, the Trust Deeds specifically permit the Trustees to not provide benefits to illegitimate children of female band members.¹³

D. AFFILIATES

- 16. Over the course of the litigation, the concept of an "affiliate" has occasionally been raised. This has led to some concern that the actual number of potential beneficiaries may be significantly more than the numbers presented herein. The Trustees address this concept briefly in order to provide the Court with guidance as to how the list was populated.
- 17. Pursuant to the Indian Act, Indigenous Services Canada ("ISC") is responsible to register persons with status. That is, they have satisfied ISC of having sufficient First Nation connection and relationship that they are given status. Once they have status, then ISC affiliates these individuals to a particular First Nation and provides identification numbers that identify to which First Nation they have been attributed. For those Indian Bands who

¹¹ List of Beneficiaries Color coded list at Tab 6

¹² *Indian Act*, s.12(2) "The addition to a Band List of the name of an illegitimate child described in paragraph 11(1)(e) may be protested at any time within twelve months after the addition, and if upon the protest it is decided that the father of the child was not an Indian, the child is not entitled to be registered under that paragraph. See Tab 3

¹³ See 1985 and 1982 Trust Deed Section 6.

administer their own membership rolls, such as Sawridge, this has no impact as these individuals must still apply for membership in the First Nation.

18. Therefore, if the 1982 Trust provisions apply, the concept of an "affiliate" is irrelevant. The analysis begins and ends with the membership list of the Sawridge First Nation.
19. In the Trustees attempt to identify potential beneficiaries under the 1985 Trust definition, and out of an abundance of caution, notice of this action was sent to all persons on the affiliate list. Some have come forward claiming to be beneficiaries. There was extensive advertising seeking beneficiaries of the trusts and many came forward from that process.¹⁴ The Trustees also served a great number of individuals.¹⁵ All of those who have come forward have been investigated and from the efforts of the Trustees the lists discussed herein have been derived.
20. It must be emphasized that an individual's place on the affiliate list in no way determines whether or not that individual is a member of the Sawridge First Nation according to the pre-Charter Indian Act definition (i.e. the 1985 Trust definition). An individual who is an affiliate must still satisfy the significant hurdles for membership set out in the pre-Charter Indian Act that have been discussed herein.¹⁶ The list was merely a part of the Trustees significant due diligence efforts to allow the widest pool of potential beneficiaries to come forward and be evaluated as potential beneficiaries pursuant to a now archaic and discriminatory definition.

E. CONCLUSION

21. Beneficiaries as defined under the provisions of the 1982 Trust are easy to ascertain – they are the members of the Sawridge First Nation. There is no debate as to this constitution. Beneficiaries of the 1985 Trust are much more difficult to ascertain, as is outlined above. The parties are divided over numbers and makeup, and the numbers provided merely reflect the position of the Trustees.
22. Beneficiaries under the provisions of the 1982 Trust who are not beneficiaries of the 1985 Trust are unable to achieve beneficial status due to the immutable characteristics of the pre-Charter *Indian Act*. Beneficiaries of the 1985 Trust who are not beneficiaries under the provisions of the 1982 Trust can achieve beneficial status by applying for membership in the Sawridge First Nation. In addition, they may become Beneficiaries by way of a grandfathering decision in this action.

¹⁴ List of Weekly Newspapers in which Legal Notice was placed by Sawridge Trust, Affidavit of Records of Paul Bujold sworn November 2, 2015 and Filed April 30, 2028 [Tab 7]

¹⁵ Mailing List to Individuals [TAB 10]

¹⁶ For example Maurice Stoney and his family are on the affiliates list and of course he has been repeatedly found not to be a member or beneficiary. [TAB 9]

23. By way of summary, we offer the following table based on the above:¹⁷

Category (Number)	1982 Trust Beneficiaries	1985 Trust Beneficiaries
Members of the Sawridge First Nation (45)	45	30
Members of Sawridge First nation who do not qualify as beneficiaries	0	15
Bill C-31 Women	3 (remaining)	0
Bill C-31 Children of women who were enfranchised by marriage	9	0
Potential women who are beneficiaries who lose beneficiary status because they marry a non-member	0	12
Non members who may be beneficiaries by qualifying under the 1970 Indian Act	0	26

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 27TH DAY OF NOVEMBER, 2020

DENTONS CANADA LLP

PER: 

DORIS BONORA

MICHAEL SESTITO

Solicitors for the 1985 Sawridge Trustees

¹⁷ See Tab 6

LIST OF AUTHORITIES

TAB	DESCRIPTION
1	Transcript of Proceedings of November 27, 2019
2	Written Interrogatories for Paul Bujold from Questioning on Affidavit of March 7 to 10, 2017, Question 8
3	<i>Indian Act</i> , R.S.C. 1970, Chapter I-6, as it existed in 1970
4	List of Members and Beneficiaries
5	Hugessen J. Decision, <i>Sawridge Band v Canada</i> , [2003] 4 FC 748, 2003 FCT 347
6	List of Members and Beneficiaries – Color Coded
7	List of Weekly Newspapers – Legal Notices
8	Order of Thomas J pronounced December 17, 2015 and filed August 17, 2016
9.	1985 <i>Sawridge Trust v Alberta (Public Trustee)</i> , 2017.ABQB 436
10	Mailing List to Individuals

TAB O

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")

P R O C E E D I N G S

Edmonton, Alberta
September 27, 2021

Transcript Management Services
Suite 1901-N, 601-5th Street SW
Calgary, Alberta T2P 5P7
Phone: (403) 297-7392
Email: TMS.Calgary@csadm.just.gov.ab.ca

This transcript may be subject to a publication ban or other restriction on use, prohibiting the publication or disclosure of the transcript or certain information in the transcript such as the identity of a party, witness, or victim. Persons who order or use transcripts are responsible to know and comply with all publication bans and restrictions. Misuse of the contents of a transcript may result in civil or criminal liability.

1 statutory requirements when transferring the '82 trust assets or that they could. We refer
2 you to section 42(6) and 42(5) which deal with the limitations and terms of the variation
3 of a trust.
4

5 We submit that there is no evidence that all beneficiaries to the '82 trust who were capable
6 of consenting consented in writing nor is there evidence that the Court consented on behalf
7 of individuals who were otherwise unable to consent. As we stated earlier, paragraph 6 of
8 the '82 trust authorizes payments for beneficiaries and this contrasts with paragraph 6 of
9 the '85 trust, which provides for payment to "anyone or more of the beneficiaries". There
10 is nothing in the '82 trust which suggests that the '82 trustees have the authority to vary
11 their own power.
12

13 The expansion of the trustees' discretion, we submit, is contrary to the concept of a trust
14 and, in particular, the 1982 trust. We submit, Sir, that this court should direct that the assets
15 transferred to the '85 trust are held on trust for the beneficiaries of the 1982 trust. We submit
16 that the trust property remains trust property, and we refer you to Mr. Waters comments
17 that are reprinted in paragraph 103 of our November 15th, 2019 brief, and also in paragraph
18 104 of our November 15th, 2019 brief.
19

20 The 1985 trust did not see the assets for value and we submit it should be found that the
21 '82 trust property, which was purportedly settled into the 1985 trust, remains 1982 trust
22 property. This finding is consistent with the position of the '85 trustees who have, in the
23 past, put forth proposals that would see the definition of the beneficiary in the 1985 trust
24 be amended to be defined as a member of Sawridge. We submit it's consistent with the
25 intent and purpose of the Sawridge trust.
26

27 Our submissions in relation to Ms. Twinn's January 2020 affidavit are found in paragraphs
28 22 to 40 of our November 27th, 2020 supplemental brief. Generally, our submissions are
29 that this affidavit consisted of hearsay, double hearsay, and legal opinions and as a result
30 should be given little, if any, weight. We also submit that that the questioning evidence of
31 March 12th, 2020 of Ms. Twinn should be given little weight on grounds which are
32 described in paragraph 47 of our November 27th, 2020 supplemental brief.
33

34 With respect to Ms. Twinn's assertion in paragraph 12 of her brief that registration for
35 Indian status and membership in a First Nation are one and the same, we submit that this
36 is not correct, and we refer you to paragraph 41 of our November 20th, 2019 brief. The
37 provisions of the *Indian Act* in 1970 provided -- and we will only summarize a few of these
38 provisions.
39

40 First of all, a person could be registered as an Indian on the general list while not a member
41 of any band, and reference there is to section 6 of the 1970 Act. Secondly, a band council

1 or any electors of a band could protest the addition of any person to that band list to the
2 registrar. That's found in section 9(1) of the '70 Act. Third, if there was a protest pursuant
3 to section 9(1) of the Act, it required the registrar to investigate whether the person should
4 have been added to the band list. That's found in section 9(2) of the 1970 Act. Four, the
5 decision of the registrar was subject to a referral of the matter to a district county court for
6 judicial review, and that's found in section 9(3) of the 1970 Act. And, five, the admission
7 to a band of a person registered on the general list required the consent of the council of
8 the band, and that is found in section 13(a) of the 1970 Act.
9

10 We submit, Sir, that this legislation makes it clear that the definition contained in the 1985
11 trust is not sufficiently certain so the trust can be performed, and I want to take you to the
12 *Bruderheim* decision, which is at tab 2 of our November 20, 2019 reply brief. At paragraph
13 121 of that decision, it was stated:

14
15 The intention of the settlor must be determined based upon the
16 plain and ordinary meaning of the words which were used in the
17 declaration of trust and must be assessed in the context of the
18 circumstances which existed immediately prior to the declaration
19 of the trust.
20

21 Also in paragraph 74 of your decision you stated as follows:

22
23 Certainty of objects requires that the persons or the class of
24 persons who are the intended beneficiaries must be sufficiently
25 certain so that the trust can be performed. Certainty of objects is
26 required because the trustee cannot be sure that he is performing
27 properly unless the objects are clearly specified.
28
29

30 And the Court of Appeal decision, which is found at tab 1 of our November 27th, 2020
31 submissions, in paragraph 16 the Court of Appeal stated:

32
33 The appellants challenge the chambers judge's interpretation of
34 the objects of the 1897 trust. Creation of an express trust requires
35 the presence of three certainties, namely intention, subject matter,
36 and object: *Century Services Inc v Canada*. Certainty of objects
37 requires that the persons or the class of persons who are the
38 intended beneficiaries must be sufficiently certain so that the trust
39 can be performed.
40

41 We know, Sir, that the beneficiaries of the 1982 are the members of Sawridge. We submit

1 that no one knows who the beneficiaries of the 1985 trust are, unless they're members of
2 Sawridge. The public trustee repeatedly refers to the 1985 beneficiaries as though there
3 was some certainty as to who they are. In paragraph 18 of the November 15th, 2019 brief
4 filed on behalf of Ms. Twinn it is stated that as at August 12th, 2016, there were
5 approximately 493 persons associated with Sawridge according to the Department of
6 Indian Affairs, but only 45 persons on the Sawridge membership list. We're advised that
7 as of August 2021, Canada chose 559 persons affiliated with Sawridge. Sawridge has no
8 idea as to how the Department of Indian Affairs decides if a person is associated or
9 affiliated with Sawridge.

10
11 Our response to the proposal of the public trustee in their letter of September 15th, 2021,
12 is that this proposal is not a solution. In this proposal, they describe "current existing
13 beneficiaries" of the 1985 trust who are not members of SFN as if they are a definable
14 group and as if they are beneficiaries. The position of Sawridge is that the only beneficiaries
15 of the '82, '85, and '86 trusts are members of Sawridge. To suggest that the members of
16 Sawridge who are beneficiaries of the trust should be compelled to have their interests as
17 beneficiaries diluted by adding as many as 559 persons as beneficiaries because Canada
18 says they're affiliated with Sawridge is, in our respectful submission, ridiculous.

19
20 We invite the Court to ask the question, Who are the beneficiaries of the 1985 trust who
21 are not members of Sawridge. We submit no one can answer that question. The only person
22 who can answer the question as to who the beneficiaries are are Sawridge because they are
23 the members of Sawridge.

24
25 We submit that Sawridge submissions are based on the evidence that has been filed in this
26 court including the extensive questioning and document production and, as a result, we
27 submit that this Court should have confidence in the sufficiency of the record to make a
28 determination on the asset transfer issue.

29
30 With respect to the jurisdiction of the Court, the 1985 trustees advice and direction
31 application in which both the public trustee and Ms. Catherine Twinn participated and
32 which they participated in for many years has been to (a) seek direction with respect to the
33 definition of beneficiaries in the 1985 trust including varying the 1985 trust to clarify that
34 definition and (b) to seek direction with respect to the transfer of assets to the 1985 trust.
35 We refer you to paragraph 11 of our December 11th, 2020 reply brief.

36
37 This Court has already ordered by a consent order dated January 19th, 2018, that the
38 definition of beneficiary in the '85 trust is discriminatory in that it prohibits persons who
39 are members of the Sawridge Indian Band No. 19 pursuant to amendments to the *Indian*
40 *Act* dated after April 15th, 1982 from beneficiaries of the '85 trust. The issues raised by the
41 Sawridge trustees since the inception of the advice and direction application in 2011, along

1 with the asset transfer issues set out in the Sawridge trustees' further application filed
2 September 13th, 2019, are clearly, in our submission, legal issues affecting the obligations
3 of the '85 trustees and are appropriate subject matters for an application for advice and
4 direction.

5
6 Rule 4.14(2) provides that the case management judge must hear every application filed
7 with respect to the action for which the case management judge is appointed. The language
8 is imperative. The case management judge must hear every application. The foundational
9 rules referred to in tab 1 of our December 11th, 2020 brief describe the purpose as to
10 provide a means by which claims can be fairly and justly resolved in or by a court process
11 in a timely and cost-effective way. The authority of the Court includes granting a remedy
12 whether or not it's claimed or sought in an action in rule 1.3(2). We submit that unless the
13 chief justice or case management judge otherwise directs or the Rules otherwise provide,
14 the case management judge must hear every application filed with respect to the action for
15 which the judge has been appointed.

16
17 Unless every party and the judge agree, the case management judge must not hear an
18 application for judgment by way of summary trial or preside at the trial of an action for
19 which the case management judgment was appointed, there is nothing in the Rules that
20 precludes a case management judge from hearing an application that would have the effect
21 of granting final relief. In fact, it's not uncommon for a case management judge to hear and
22 decide summary judgment or summary dismissal applications. The jurisprudence supports
23 the position that trial should no longer be the default procedure for deciding disputes and
24 more proportionate, timely, and affordable procedures should be used.

25
26 With respect to limitations, we submit that neither the *Limitations Act* nor the equitable
27 doctrine of laches act as a bar to block this Court from providing the relief sought in the
28 application of the Sawridge trustees. With respect to limitations, a remedial order is defined
29 in the Act as not including an order seeking a declaration of rights, duties, legal relations,
30 or personal status. The relief sought in the application before you is clearly a declaration
31 of the 1985 trustees' duties and beneficiaries' right which flow from the transfer order. We
32 also submit that the doctrine of laches has no application to the facts in this situation.
33 There's been no damage suffered or substantial change on the part of any party as there
34 have been no distributions from the '85 trust since the trust was settled other than
35 distributions that were immediately recontributed and made for tax reasons.

36
37 We submit that the 1982 trust assets are currently held by the '85 trustees on a resulting
38 trust for the benefit of the '82 trust beneficiaries. This can be the only legal effect of the
39 consent order. We submit a resulting trust will arise when an express trust fails and the
40 trustees are left holding the property. In conclusion, Mr. Justice Henderson, we submit that
41 the 1982 trustees did not have the power to change the beneficial ownership of the '82 trust

TAB P

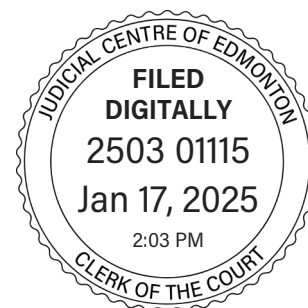
Your Application has been scheduled by the clerk.

Date: Mar 3, 2025 @ 10:00

Location: Civil Justice Chambers

In person: 1A Sir Winston Churchill Square,
Edmonton, AB T5J 0R2

Clerk's Stamp:



COURT COURT OF KING'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 Trust"),

AND

IN THE MATTER OF THE SAWRIDGE TRUST
CREATED BY CHIEF WALTER PATRICK TWINN,
OF THE SAWRIDGE INDIAN BAND NO. 19,
AUGUST 15, 1986 (the "1986 Trust")

APPLICANTS ISAAC TWINN, Chief of the Sawridge First Nation, SAM TWINN and PATRICK TWINN

RESPONDENTS ROLAND TWINN, EVERETT JUSTIN TWIN, MARGARET WARD, TRACEY SCARLETT AND
DAVID MAJESKI as Trustees for the 1985 Trust and the 1986 Trust (referred to herein
collectively as the "**Respondent Trustees**") AND SHELBY TWINN AND CODY TWINN

DOCUMENT **ORIGINATING APPLICATION**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McLENNAN ROSS LLP
#600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Crista Osualdini and David Risling, K.C.
Telephone: 780-482-9200
Fax: 780-481-9100
Email: crista.osualdini@mross.com and
david.risling@mross.com
File No.: 20243395

This application is made against you. You are a Respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

Date:	March 3, 2025
Time:	10:00 a.m.
Where:	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB T5J 0R2
Before Whom:	Presiding Justice in Chambers

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order directing that the Respondent Trustees are immediately removed as trustees of the 1985 and 1986 Trusts.
2. An Order appointing Isaac Twinn, Sam Twinn, Shelby Twinn, Patrick Twinn and Cody Twinn in the place and stead of the Respondent Trustees as trustees of the 1985 and 1986 Trusts effective the date of the Order.
3. An Order restraining the Respondent Trustees from utilizing their authority to appoint replacement trustees of the 1985 and 1986 Trusts until this application is determined.
4. An Order vesting the property of the 1985 and 1986 Trusts in the replacement trustees.
5. An Order directing that the solicitor/client costs of this application be paid by the Respondent Trustees, personally or alternatively from the assets of the 1985 and 1986 Trusts.
6. Such further and other relief as this Honourable Court may deem just.

Grounds for making this application:

7. The Respondent Trustees have refused or failed to perform the duties imposed on a trustee and have refused or failed to consider in good faith the exercise of a power conferred on a trustee.
8. The acts or omissions of the Respondent Trustees have endangered the trust property and shown a want of honesty, a want of proper capacity to execute the duties and a want of reasonable fidelity.
9. The Respondent Trustees in the performance of their duties or exercise of a power, have failed to exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person.
10. The Respondent Trustees have failed to exercise their powers and performance of their duties of the office of trustee solely in the interests of the objects of the trust and have acted in a conflict of interest.
11. The Respondent Trustees have breached their fiduciary duty to the beneficiaries.
12. More particularly, the Respondent Trustees have:

- (a) Failed to identify the beneficiaries of the 1985 Trust;
 - (b) Failed to be candid and forthright with the beneficiaries of the 1985 and 1986 Trusts and shrouded their activities in secrecy from the beneficiaries;
 - (c) Conspired against the interests of the beneficiaries and provided untruthful and/or misleading information to the beneficiaries;
 - (d) Failed to account to the beneficiaries and failed to provide any financial information in regards to the 1985 Trust;
 - (e) Utilized the assets of the 1985 Trust to further improper objectives;
 - (f) Failed to exercise financial prudence with respect to the assets of the 1985 Trust and expended millions of dollars on imprudent litigation and which litigation was generally designed to further the personal objectives of the Respondent Trustees;
 - (g) Taken inconsistent positions in litigation for the purpose of furthering the personal objectives of the Respondent Trustees to the detriment of the beneficiaries;
 - (h) Conspired with third parties against the interests of the beneficiaries of the Trusts and utilized the Trust property to further these objectives;
 - (i) Utilized their position as trustees for personal profit, including appointments to senior executive positions on corporations owned by the Trusts;
 - (j) Acted with an improperly constituted board of the 1985 Trust, more particularly without the requisite three beneficiary trustees, despite such deficiency being brought to their attention;
 - (k) Failure of Roland Twinn to resign as trustee and his continuation to utilize a preferential term as a trustee that was conferred upon him at a time when he was the Chief of the Sawridge First Nation and in recognition of that role;
 - (l) Such further and other particulars as shall be established at the hearing of this application.
13. The Respondents, Shelby Twinn and Cody Twinn are understood to be beneficiaries of both the 1985 and 1986 Trusts and would be suitable replacement trustees.

Material or evidence to be relied on:

14. The Affidavit of Chief Isaac Twinn, filed January 16, 2025.
15. Such further and other materials as Counsel may advise and this Honourable Court may allow.

Applicable rules:

16. *Alberta Rules of Court* 1.2, 1.4.

Applicable Acts and Regulations:

17. *Trustee Act*, RSA 2000, c T-8.

Any irregularity complained of or objection relied on:

18. N/A.

How the application is proposed to be heard or considered:

19. The application is to be heard before a Justice in Chambers.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an Affidavit or other evidence with the Court and serving a copy of that Affidavit or other evidence on the Applicant(s) a reasonable time before the application is to be heard or considered.

TAB Q



1 September 2011

SENT BY EMAIL

**NOTICE TO BENEFICIARIES AND POTENTIAL BENEFICIARIES
OF THE SAWRIDGE BAND INTER VIVOS SETTLEMENT**

The Trustees (the “Trustees”) of the Sawridge Band Inter Vivos Settlement created on April 15, 1985 (the “1985 Trust”) will be bringing an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust (the “Advice and Direction Application”). The Advice and Direction Application shall be brought:

- a. To seek direction with respect to the definition of “Beneficiaries” contained in the 1985 Trust, and if necessary to vary the 1985 Trust to clarify the definition of “Beneficiaries”.
- b. To seek direction with respect to the transfer of assets to the 1985 Trust.

A website (the “Website”) has been created which will contain information in respect of the Advice and Direction Application. The Website is located at <http://www.sawridgetrusts.ca/courtdoc>. You will have access to this Website and the documents contained thereon, including all documents filed with the Court in relation to the Advice and Direction Application, which documents are located under the “Court Documents” tab of the home page of the Website.

On 1 September 2011 an Order was issued by the Court of Queen’s Bench of Alberta in relation to the Advice and Direction Application. The Order directs that the Trustees provide notice of the Advice and Direction Application to the Beneficiaries and Potential Beneficiaries of the 1985 Trust by way of this letter. The Order also includes deadlines for filing affidavits and written legal argument with the Court in respect of the Advice and Direction Application. This Order can be accessed on the Website, under the “Court Documents” tab.

Cordially,

Paul Bujold,
Trusts’ Administrator



1 September 2011

Slave Lake Lakeside Leader
Classifieds
P.O. Box 849
Slave Lake, AB T0G 2A0

SENT BY COURIER **103-3 Avenue NE, Slave Lake, AB T0G 1E0**
(780) 849-4380

Dear Madam or Sir:

Please place the attached Legal Notice in the Classified section of your newspaper once before 15 September 2011 and bill the Sawridge Trusts at 801, 4445 Calgary Trail NW, Edmonton, AB T6H 5R7 or by emailing me at paul@sawridgetrusts.ca.

Thank you.

Cordially,

Paul Bujold,
Trusts' Administrator

Attachment

801, 4445 Calgary Trail N.W.
Edmonton, AB T6H 5R7
Office: 780-988-7723
Fax: 780-988-7724
Toll Free: 888-988-7723
Email: general@sawridgetrusts.ca
Web: www.sawridgetrusts.ca



NOTICE TO BENEFICIARIES AND POTENTIAL BENEFICIARIES OF THE SAWRIDGE BAND INTER VIVOS SETTLEMENT

The Trustees (the “Trustees”) of the Sawridge Band Inter Vivos Settlement created on April 15, 1985 (the “1985 Trust”) will be bringing an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust (the “Advice and Direction Application”). The Advice and Direction Application shall be brought:

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1 September 2011

South Peace News
Classifieds
P.O. Box 1000
Slave Lake, AB T0G 1E0

**SENT BY COURIER 4901-51 Avenue, High Prairie, AB T0G 1E0
(780) 523-4484**

Dear Madam or Sir:

Please place the attached Legal Notice in the Classified section of your newspaper once before 15 September 2011 and bill the Sawridge Trusts at 801, 4445 Calgary Trail NW, Edmonton, AB T6H 5R7 or by emailing me at paul@sawridgetrusts.ca.

Thank you.

Cordially,

Paul Bujold,
Trusts' Administrator

Attachment

801, 4445 Calgary Trail N.W.
Edmonton, AB T6H 5R7
Office: 780-988-7723
Fax: 780-988-7724
Toll Free: 888-988-7723
Email: general@sawridgetrusts.ca
Web: www.sawridgetrusts.ca



NOTICE TO BENEFICIARIES AND POTENTIAL BENEFICIARIES OF THE SAWRIDGE BAND INTER VIVOS SETTLEMENT

The Trustees (the “Trustees”) of the Sawridge Band Inter Vivos Settlement created on April 15, 1985 (the “1985 Trust”) will be bringing an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust (the “Advice and Direction Application”). The Advice and Direction Application shall be brought:

- a. To seek direction with respect to the definition of “Beneficiaries” contained in the 1985 Trust, and if necessary to vary the 1985 Trust to clarify the definition of “Beneficiaries”.
- b. To seek direction with respect to the transfer of assets to the 1985 Trust.

A website (the “Website”) has been created which will contain information in respect of the Advice and Direction Application. The Website is located at <http://www.sawridgetrusts.ca/courtdoc>. You will have access to this Website and the documents contained thereon, including all documents filed with the Court in relation to the Advice and Direction Application, which documents are located under the “Court Documents” tab of the home page of the Website.

On 1 September 2011 an Order was issued by the Court of Queen’s Bench of Alberta in relation to the Advice and Direction Application. The Order directs that the Trustees provide notice of the Advice and Direction Application to the Beneficiaries and Potential Beneficiaries of the 1985 Trust by way of this notice. The Order also includes deadlines for filing affidavits and written legal argument with the Court in respect of the Advice and Direction Application. This Order can be accessed on the Website, under the “Court Documents” tab.



1 September 2011

<First> <Last>
<Address>
<Town>, <Pr> <Code>

SENT BY REGISTERED MAIL

Dear <First>,

The Trustees (the “Trustees”) of the Sawridge Band Inter Vivos Settlement created on April 15, 1985 (the “1985 Trust”) will be bringing an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust (the “Advice and Direction Application”). The Advice and Direction Application shall be brought:

- a. To seek direction with respect to the definition of “Beneficiaries” contained in the 1985 Trust, and if necessary to vary the 1985 Trust to clarify the definition of “Beneficiaries”.
- b. To seek direction with respect to the transfer of assets to the 1985 Trust.

A website (the “Website”) has been created which will contain information in respect of the Advice and Direction Application. The Website is located at <http://www.sawridgetrusts.ca/courtdoc>. You will have access to this Website and the documents contained thereon, including all documents filed with the Court in relation to the Advice and Direction Application, which documents are located under the “Court Documents” tab of the home page of the Website.

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Cordially,

Paul Bujold,
Trusts’ Administrator