

**COURT OF APPEAL OF ALBERTA**

**Form AP-3**  
[Rule 14.53]

COURT OF APPEAL FILE NUMBER: 2503 0193AC

TRIAL COURT FILE NUMBER: 1103 14112

REGISTRY OFFICE: 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, TRACEY SCARLETT, ROY TWINN,  
JONATHON POTSKIN AND BONNIE BLAKLEY, as Trustees  
for the 1985 Sawridge Trust

STATUS ON APPEAL: Respondent

RESPONDENT: CATHERINE TWINN

STATUS ON APPEAL: Appellant

RESPONDENT OFFICE OF THE PUBLIC GUARDIAN AND TRUSTEE

STATUS ON APPEAL: Respondent

DOCUMENT: **MEMORANDUM OF ARGUMENT FOR LEAVE TO  
INTERVENE OF SAWRIDGE FIRST NATION**

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## Overview

1. This is an application for leave to intervene on behalf of the Sawridge First Nation (“**SFN**”) and which arises in relation to an application by the Trustees of the 1985 Sawridge Trust (“**1985 Trust**”) which sought advice and direction of the Court to validate the distribution of trust assets in the face of significant gender and racial discrimination contained in the 1985 Trust deed (the “**Discrimination Application**”).
2. SFN was granted intervenor status on the Discrimination Application before the Court of King’s Bench.<sup>1</sup>
3. SFN’s submissions detailed the extensive discrimination in the 1985 Trust and explained why such discrimination should not be ratified by the Honourable Court by allowing the Trustees to make distributions pursuant to its terms. In addition, SFN made submissions as to the *sui generis* nature of the 1985 Trust and that the law of private trusts, as same pertains to discrimination, cannot be applied to a trust of this nature and which has a quasi-governmental function.
4. Ultimately, the Honourable Justice Little determined that the Trustees could distribute from the 1985 Trust notwithstanding the discriminatory definition of “Beneficiary” relying, *inter alia*, on principles of private trust law.<sup>2</sup>
5. No Party to this Appeal captures the perspective of SFN or its members, nor the discriminatory impact of the 1985 Trust’s beneficiary definition, which withholds benefits from women descended from the SFN for the simple reason that they are born female or because they have married a person that is not the right race, while at the same time granting benefits to almost all men descended from the SFN and even giving such benefits to the wives of such men simply because they have married someone of a particular race.

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<sup>1</sup> Order of Justice Henderson of October 31, 2019, filed January 13, 2020. [TAB 1]

<sup>2</sup> *Twinn v Alberta (Public Trustee)*, 2025 ABKB 507. [TAB 2]

6. Accordingly, SFN respectfully seeks an order granting it leave to intervene in these proceedings, together with leave to file a factum and to make oral submissions in support of its intervention before this Honourable Court.
7. Given that SFN and its members stand to be most directly affected by the outcome of this Appeal, SFN respectfully submits that it ought to be granted leave to make submissions and present oral argument on terms commensurate with those afforded to the Parties to this proceeding. Without such rights, there is a significant risk that this Honourable Court will not be fully briefed on the extensive discrimination that the Trustees are asking it to condone.

### Relevant Facts

8. Some of the background underlying this application has previously been canvassed by this Honourable Court.<sup>3</sup> As a summary, in 1982, Chief Walter Twinn established a trust for all members, present and future, of the SFN ("**1982 Trust**"). The assets of the 1982 Trust have their origin in the oil and gas royalties received by SFN as a result of petroleum exploration and extraction on its lands.<sup>4</sup>
9. However, a few years later, on April 15, 1985, Chief Walter Twinn, acting again in his capacity as an elected official of a public body as opposed to his personal capacity, created a new trust (the 1985 Trust). This Trust was established immediately prior to the coming into force of s. 15 of the *Canadian Charter* and a few months prior to the adoption of Bill C-31, which amended the registration provisions of the *Indian Act* to bring them into compliance with s. 15. The entire purpose of the 1985 Trust was to avoid the effects of Parliament's efforts to correct the extensive gender and racial discrimination that for over a century had defined the *Indian Act's* approach to determining who was, for the purpose

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<sup>3</sup> See *Twinn v Alberta (Office of the Public Trustee)*, 2022 ABCA 368 at paras 2 to 9.

<sup>4</sup> Bujold September 12, 2011 Affidavit, para 7-8; [TAB 3] Affidavit of Darcy Twin, September 24, 2019, para 7(f) (citing testimony of Chief Walter Twinn) [TAB 4].

of that Act, and “Indian”. The 1985 Trust was primarily funded with assets from the 1982 Trust.<sup>5</sup>

10. The discriminatory nature of the beneficiary definition is not in dispute between the Parties and has been recognized by Order of the Honourable Justice Thomas on January 22, 2018.<sup>6</sup> However, this case represents the first time, in all of the many years of litigation that have preceded this appeal, that the Court will actually examine the full nature and extent of the discrimination set out by the 1985 Trust. The SFN submits that the Court will find that the nature and extent of this discrimination has no equal in modern Canadian law and the unabashedly sexist nature of the *1970 Act* has been recognized on many occasions and has even called “deplorable and shocking”.<sup>7</sup>
11. Chief Isaac Twinn of SFN has raised concerns that a substantial portion of SFN’s current membership may not qualify as beneficiaries under the 1985 Trust. His concern stems from the broad scope of exclusions within the beneficiary definition and the absence of a comprehensive list of identified beneficiaries provided to SFN leadership.<sup>8</sup>
12. Ultimately, in the hearing of the Discrimination Application, SFN participated in the proceedings as intervener, providing perspective on the impact to those members delegitimized by female ancestry or racial impurity, *inter alia* and the “deplorable and shocking” discrimination the Trustees and the OPGT wish to carry into the future and inflict upon the members of the SFN.

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<sup>5</sup> *Twinn v Alberta (Office of the Public Trustee)*, 2022 ABCA 368 at para 6.

<sup>6</sup> Consent Order of Justice Thomas filed January 22, 2018, para. 1. (“Thomas Consent Order”) [TAB 5]

<sup>7</sup> *Landry c. Procureur général du Canada (Registraire du registre des Indiens)*, 2017 QCCS 433, para 36.

<sup>8</sup> Affidavit of Isaac Twinn, Chief of Sawridge First Nation, sworn January 13, 2025 at paras 39 to 46. [TAB 6]

## Issue

13. Whether the SFN should be granted leave to intervene in the Appeal of this issue, and, if so, whether SFN should be permitted to file a factum and provide supporting oral argument, and to what extent?

## Law and Argument

### *Test for Intervener Status*

14. This Honourable Court has commented on the test for intervener status, as follows:

It may be fairly stated that, as a general principle, **an intervention may be allowed where the proposed intervener is specially affected by the decision facing the Court or the proposed intervener has some special expertise or insight to bring to bear on the issues facing the court...**<sup>9</sup> [emphasis added]

15. While not determinative, the fact that an entity is an intervenor in the proceedings below is a factor which weighs in favour of its continued participation before this Honourable Court.<sup>10</sup>

### *The SFN Meets the Test for Intervention*

16. The SFN is both directly affected by the decision under appeal and able to offer a unique perspective that will be of assistance to the Court and therefore meets both aspects of the test.
17. SFN is an entity specially affected by this Appeal. Its members are beneficiaries of the 1985 Trust, but their interests may not be fully protected by the Parties to the Appeal, none of whom represent the members of SFN to the exclusion of others. In particular, the Trustees represent many individuals who are not members of the SFN but who have become beneficiaries by virtue of the discriminatory definition of beneficiary that they are directed to carry out. The same is true for the Office of the Public Guardian and Trustee.

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<sup>9</sup> *Papaschase Indian Band (Descendants of) v. Canada (Attorney General)*, 2005 ABCA 320 at para 2.

<sup>10</sup> *Suncor Energy Inc. v Unifor Local 707A*, 2016 ABCA 265 at paras 15 to 20.


18. The distribution of benefits of the 1985 Trust to some members of the SFN to the exclusion of others directly impacts SFN members, will create significant division and controversy within the SFN, and will have consequences for the long-term interests of SFN members and the Nation as a whole.
19. SFN's participation provides this Honourable Court with a fresh perspective as to the consequences of the significant racial and gender discrimination that the Trustees will be engaging in when they carry out distributions from the 1985 Trust, which will not be fully captured by the other parties' submission to this Honourable Court.
20. Overall, SFN's submissions will be useful to this Honourable Court in its deliberations.
21. SFN will not widen the appeal, nor unduly delay the proceedings, and will confine its submissions to the issues before this Honourable Court.

#### **Relief Sought**

22. SFN seeks an order granting leave to intervene in the Appeal before this Honourable Court.
23. SFN also seeks leave to file a factum in support of its arguments and to make oral submissions before this Honourable Court, in accordance with the parameters granted to the Parties to this Appeal.
24. The SFN seeks a 30 page count for its factum given the complexity of the matters at issue and the novel issues engaged by this Appeal which are arguably of national importance.

RESPECTFULLY SUBMITTED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2025

MCLENNAN ROSS LLP

Per:   
 Crista Osualdini and David Risling, K.C.  
 Solicitors for the Proposed Intervener,  
 The Sawridge First Nation

## Table of Authorities and other Materials relied on

### *Authorities*

*Twinn v Alberta (Office of the Public Trustee)*, 2022 ABCA 368

*Landry c. Procureur général du Canada (Registraire du registre des Indiens)*, 2017 QCCS 433

*Papaschase Indian Band (Descendants of) v. Canada (Attorney General)*, 2005 ABCA 320

*Suncor Energy Inc. v Unifor Local 707A*, 2016 ABCA 265

### *Other Materials Relied On*

Order of Justice Henderson of October 31, 2019, filed January 13, 2020 ..... **TAB 1**

*Twinn v Alberta (Public Trustee)*, 2025 ABKB 507 ..... **TAB 2**

Affidavit of Paul Bujold, September 12, 2011 ..... **TAB 3**

Affidavit of Darcy Twin, September 24, 2019 ..... **TAB 4**

Consent Order of Justice Thomas filed January 22, 2018 ..... **TAB 5**

Affidavit of Isaac Twinn, Chief of Sawridge First Nation, January 13, 2025 ..... **TAB 6**



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 Sawridge Trust")

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

DOCUMENT ORDER (SAWRIDGE FIRST NATION AND SHELBY TWINN  
 APPLICATIONS FOR INTERVENOR STATUS IN THE  
 JURISDICTIONAL ISSUE AND ASSET TRANSFER ISSUE  
 APPLICATIONS)

ADDRESS FOR SERVICE AND  
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I hereby certify this to be a  
 true copy of the original.

*[Signature]*  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: October 31, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice J.T. Henderson

UPON hearing the Application by the Sawridge First Nation ("Sawridge") filed September 26, 2019 and the Application by Shelby Twinn filed October 16, 2019 seeking status to intervene in the hearing on the Jurisdictional Question ordered by the Honourable Mr. Justice J.T. Henderson pursuant to a Consent Order on December 18, 2018 (the "Jurisdictional Issue") and in the application filed by the Trustees of the 1985 Sawridge Trust on September 13, 2019 (the "Asset Transfer Issue") pursuant to Rule 2.10;



- 2 -

AND UPON reading the Affidavit of Darcy Twinn sworn September 24, 2019 in support of Sawridge's Application;

AND UPON reading the transcript from the questioning on affidavit of Darcy Twinn which took place on October 18, 2019;

AND UPON read the Affidavit of Shelby Twinn sworn and filed October 23, 2019 in support of her Application;

AND UPON reading the written submissions of counsel for Sawridge, counsel for the Sawridge Trustees, counsel for the Office of the Public Guardian and Trustee of Alberta (the "OPGT"), and Shelby Twinn;

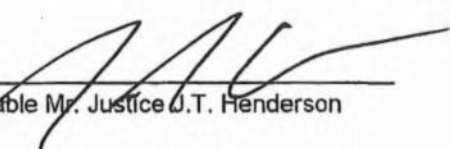
AND UPON hearing oral submissions from counsel for Sawridge, counsel for the Sawridge Trustees, counsel for the OPGT, counsel for Catherine Twinn, and Shelby Twinn on October 30, 2019;

IT IS HEREBY ORDERED:

1. Sawridge is granted status to intervene in both the Jurisdictional Issue and Asset Transfer Issue applications, pursuant to Rule 2.10 of the *Alberta Rules of Court*, Alta Reg 124/2010, with the following rights and privileges:
  - (a) Sawridge may file written briefs of law in the Jurisdictional Issue and Asset Transfer Issue applications;
  - (b) Sawridge may put forth evidence in the Jurisdictional Issue and Asset Transfer Issue applications; and
  - (c) Sawridge may make oral submissions in the Jurisdictional Issue and Asset Transfer Issue applications.
2. Subject to further order of the Court, Sawridge has no obligation with respect to production of documents in relation to the Jurisdictional Issue and the Asset Transfer Issue applications as a condition of leave to intervene.
3. Shelby Twinn is granted status to intervene in the Asset Transfer Issue application only, pursuant to Rule 2.10 of the *Alberta Rules of Court*, Alta Reg 124/2010, with the following rights and privileges:
  - (a) Shelby Twinn may file a written brief of law in the Asset Transfer Issue application;
  - (b) Shelby Twinn may put forth evidence in the Asset Transfer Issue application; and
  - (c) Shelby Twinn may make oral submissions in the Asset Transfer Issue application.

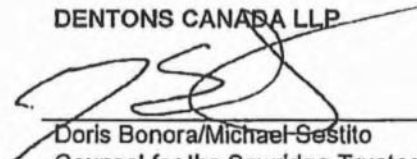
- 3 -

4. Shelby Twinn's request for advance costs is denied.

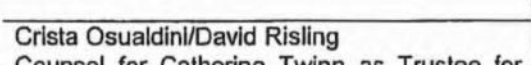
  
The Honourable Mr. Justice J.T. Henderson

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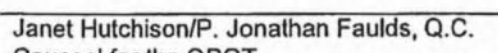
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# Court of King's Bench of Alberta

**Citation: Twinn v Alberta (Public Trustee), 2025 ABKB 507**



**Date:**

**Docket:** 1103 14112

**Registry:** Edmonton

In the Matter of the *Trustee Act*, RSA 2000, c. T-8 as amended, and

In the Matter of the Sawridge Band Inter Vivos Settlement Created by Chief Walter Patrick Twinn, of the Sawridge Indian Band, No. 19, now known as Sawridge First Nation, On April 15, 1985 (the 1985 Sawridge Trust)

Between:

**Roland Twinn, Margaret Ward, Tracey Scarlett, Everett Justin Twin and David Majeski,  
As Trustees For the 1985 Sawridge Trust (Trustees)**

Applicants

- and -

**Catherine Twinn and Office of the Public Guardian and Trustee**

Respondents

- and -

**Sawridge First Nation**

Intervenor

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**Case Management Endorsement  
of the  
Honourable Justice J.S. Little**

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**I. Introduction**

[1] In this case management application, the applicant Trustees seek a direction that they may make distributions to the beneficiaries of a trust that they administer called the 1985 Sawridge Band Inter Vivos Settlement, more commonly called the 1985 Trust or the 1985 Sawridge Trust.

[2] The Office of the Public Guardian and Trustee (OPGT) supports the application.

[3] Ms. Twinn opposes the application.

[4] The Sawridge First Nation (SFN) as Intervenor argues that such distributions would have the effect of dividing the Nation and ultimately supports Ms. Twinn's opposition.

[5] This application is one of a seven step process proposed by the Trustees. Filed June 28, 2024, the full application seeks an Order:

- a. Confirming the validity of the 1985 Sawridge Trust;
- b. Affirming that notwithstanding that the definition of "Beneficiary" set out under the 1985 Sawridge Trust is discriminatory, and includes certain non-members of the Sawridge Nation, the Sawridge Trustees may proceed to make distributions to the Beneficiaries of the 1985 Sawridge Trust, including to non-members of the Sawridge First Nation who qualify as beneficiaries of the 1985 Sawridge Trust;
- c. Approving the Distribution Proposal to be submitted by the Sawridge Trustees;
- d. Confirming that the OPGT has fully executed and satisfied its obligations imposed by the Court, as of the date the Order is filed;
- e. Declaring that the indemnification and funding of the OPGT, as set out in the Order of Justice Thomas, pronounced June 12, 2012, and filed September 20, 2012, is ended; and
- f. Confirming that the litigation has concluded and that nothing in the Order negates the Sawridge Trustees' ongoing duty to act in good faith in carrying out their duties and powers as defined in the 1985 Sawridge Trust, or the Beneficiaries' ongoing right to enforce the bona fides of the Sawridge Trustees in the exercise of their powers and duties as outlined in the 1985 Sawridge Trust Deed.

[6] By Order filed January 11, 2025, step (b) above was to be determined before the balance of the relief sought. It may seem counterintuitive to determine distribution before validity. Ms. Twinn makes this point in her written submissions. I address that issue below.

## II. Background

[7] The background to this application is set out in the Court of Appeal decision respecting a related matter in this action reported at 2022 ABCA 368:

[2] The late Chief Walter Twinn decided that the Sawridge First Nation should invest some of its oil and gas revenues in income producing assets for the long-term benefit of the Band members. Prior to 1982 there was some uncertainty as to whether or how First Nations could hold business assets. As a result, some individual Band members held assets in their own names in trust for the First Nation.

[3] In 1982 it was resolved that ownership of these assets should be consolidated under one trust. Chief Walter Twinn therefore established the 1982 Sawridge Band Trust. The trustees were to be the Chief and Councillors of the Band. The beneficiaries were “all members, present and future, of the Band”. The Trustees were given “complete and unfettered discretion” to distribute the income and capital of the Trust “for the benefit of the beneficiaries”. The assets that had previously been held in trust by individual Band members were subsequently transferred to the 1982 Trust.

[4] On April 17, 1985 s. 15 of the *Canadian Charter of Rights and Freedoms* came into effect. In anticipation, the federal government had introduced Bill C-31, which would restore band membership to women who had married non-First Nations men and their children. That could potentially increase the number of members of the Sawridge First Nation, and thereby dilute the expectations of any existing members of sharing in the income and capital of the 1982 Trust.

[5] The Sawridge Band therefore resolved to create a new trust under which the beneficiaries would be limited to those Band members who qualified as members of the Sawridge Band prior to the enactment of Bill C-31. In other words, whereas the beneficiaries under the 1982 Trust were “all members, present and future, of the Band”, under the 1985 Trust the beneficiaries would only be “all those who qualified as members in accordance with the *Indian Act* two days prior to Bill C-31”. In furtherance of this objective, Chief Walter Twinn established the 1985 Sawridge Band Inter Vivos Settlement Trust. There were to be five trustees of the 1985 Trust, at least two of whom must be beneficiaries of that trust.

[6] By Resolution dated April 15, 1985, the Trustees of the 1982 Trust transferred all the 1982 trust assets to the 1985 Sawridge Band Inter Vivos Settlement Trust. As of the date of the Resolution the same persons were beneficiaries under both the 1982 Trust and the 1985 Trust...

[9] In 1986 the Sawridge First Nation created another trust. Few if any post-1985 assets were placed into the 1985 Trust, rather, they were all placed into the 1986 Trust. The definition of “beneficiaries” in the 1986 Trust was “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”. In other words, new members, including the Bill C-31 women and their children, were beneficiaries of the 1986 Trust.

[8] Accordingly there are now two trusts. Beneficiaries of the 1985 Sawridge Trust, which holds assets derived up to 1985, are those people who qualified as members of the Sawridge

Band under the *Indian Act* before the 1985 amendments. Beneficiaries of the 1986 Trust, which holds assets derived post-1985, are those who qualify as members of the Sawridge Band as that membership may be determined under federal laws from time to time.

[9] Pursuant to the January 22, 2018 Consent Order of Justice Thomas, the parties agreed that the definition of Beneficiary in the 1985 Trust was discriminatory “insofar as it prohibits persons who are members of the Sawridge Indian Band No. 19 pursuant to the amendments to the *Indian Act* made after April 15, 1982 from being beneficiaries of the 1985 Trust”.

[10] The preamble to that January 22, 2018 Order includes that “the parties have agreed to resolve this specific question [implications of the discriminatory definition] on the terms herein, and no other issue or question is raised before the Court at this time, **including any question of validity of the 1985 Sawridge Trust**” (parentheses and emphasis added).

[11] The Trustees make clear that they intend to argue in later stages that the 1985 Sawridge Trust is valid because it meets the “three certainties” test of validity and has been determined to be valid by the Court of Appeal. But the question of whether a discriminatory definition of beneficiaries is a bar to distribution is distinct from whether the trust itself is valid. My role in this application is to deal solely with the application framed by the applicant and in the sequence requested by the applicant. If that means that I must assume the validity of the 1985 Sawridge Trust for the purposes of this application, I do so.

[12] This has been protracted litigation with heavy sociopolitical undercurrents. As those undercurrents have moved, so may the approach or strategy of a party have evolved. For that reason, I take nothing from the comments of any party during oral argument or in its written submissions that another party’s position does not now reflect the position of that party at an earlier stage in this litigation.

[13] Similarly, I take nothing from counsel for any party having taken what might be considered to be a different position in unrelated litigation. The role of counsel is to take instructions from his or her client and need not reflect the personal views of that counsel.

### III. Parties’ Positions

[14] The Trustees argue that there is no authority for the proposition that a private trust may not distribute to its beneficiaries on the ground that the definition of beneficiaries is discriminatory. They refer to their statutory obligations under s. 27(1)(a) of the *Trustee Act*, SA 2022, c T-8.1 (the Act) to act in accordance with the terms of the trust. The terms of the 1985 Sawridge Trust require that a determination be made that a beneficiary be of a class of people who qualified as Indians under federal legislation at a particular date. No other judgment call is required to be made by the Trustees, nor any discretion exercised.

[15] The OPGT, appointed to represent the interests of minor children, including those who are beneficiaries of the 1985 Sawridge Trust, agrees that there is no basis for court intervention respecting distribution from a private trust on the ground that its definition of beneficiaries is discriminatory.

[16] Ms. Twinn argues that the Trustees are attempting to “validate, normalize, perpetuate and continue discrimination and other Charter flagrant violations as a permanent feature of the 1985 Sawridge Trust.”

[17] The SFN builds on Ms. Twinn's argument that the rules for distribution under the 1985 Sawridge Trust are "structured to delegitimize female ancestry and emphasize racial purity" and cannot be condoned in modern Canadian society.

#### IV. Types of Trusts

[18] It is necessary to determine what kind of trust we are dealing with here.

[19] At common law, express trusts are created to effect an intention to have a person or persons hold property for the benefit of another or others (*Oosterhoff on Trusts: Text, Commentary and Materials*, 8<sup>th</sup> Edition, page 24) as distinguished from trusts that arise by implication of law.

[20] The 1985 Sawridge Trust clearly is an express trust.

[21] Express trusts are divisible into two types: trusts for persons and trusts for purposes. Trusts for persons are called private trusts. Trusts for purposes are called charitable trusts. (*Oosterhoff*, page 24).

[22] SFN refers to *Waters' Law of Trusts in Canada*, 5<sup>th</sup>, at page 356 which questions whether First Nations trusts seeded with taxpayer money are private or more in the nature of a public trust, such that they may be challenged on discriminatory grounds. The 1985 Sawridge Trust, however, is not seeded with taxpayer money but with resource revenues.

[23] SFN refers as well to *Keewatin Tribal Council Inc. v Thompson (City)*, 1989 CanLII 7267 (MB KB) where the court found that a trust established for various bands to hold property was a non-charitable purpose trust under Manitoba law. That case, however, dealt only with whether land held by a corporation for that trust was subject to municipal taxation or was exempt as being effectively a corporate vehicle for a tribe or body of Indians. Clearly it was. But I respectfully disagree with the learned judge that it was a form of non-charitable purpose trust. Based on the fact that the beneficiaries were named entities, by the *Oosterhoff* definition it would be a private trust because it is for named persons.

[24] Further, in Alberta, by virtue of section 77 of the Act, non-charitable purpose trusts cannot be contrary to public policy, ie discriminatory. But the 1985 Sawridge Trust may not qualify as a statutory non-charitable purpose trust here for other reasons as well:

Section 77(1) A person may create a trust that

(a) is for a non-charitable purpose that

- (i) is recognised by law as being capable of being a valid object of a trust, or
- (ii) is sufficiently certain to allow the trust to be carried out, is not contrary to public policy and is

(A) for the performance of a function of government in Canada,

or

(B) a matter specified by regulation,

and

- (b) does not create an equitable interest in any person. (underlining added)

[25] The 1985 Sawridge Trust names people, such that they have a beneficial interest as beneficiaries, and does not perform a government function.

## V. Nature of Discrimination

[26] Even assuming that the 1985 Sawridge Trust, as Ms. Twinn and SFN argue, is not one that fits neatly into either of the binary categories as a private or charitable trust, it is necessary to look at the nature of the discrimination.

[27] In her brief, Ms. Twinn traces the history of the definition of Indian in Canadian law. There is no need here for me to replicate the level of detail she provides. But briefly, until 1850 there was no definition: Indigenous people themselves determined membership in their communities by criteria including birth, marriage, adoption, residence, and other intangibles such as character, value, and skills.

[28] From 1850 until Confederation, legislation set out four classes of persons, including all people intermarried with Indians and living with them. That was later amended to exclude non-Indian men who married Indian women, to address a concern that those men were obtaining an advantage by gaining access to property and other rights.

[29] By 1857, the *Gradual Civilization Act* provided that Indian men who were enfranchised, meaning that they lost their Indian status, conferred that same loss on their wives and children. Over time, that principle was extended to Indian women who married non-Indians. And there were other legislative provisions in the *Indian Act* whereby marriage by a woman affected her Indian status and that of her children differently from how an Indian man and his children were affected.

[30] It is this kind of legislated sex-based discrimination that Ms. Twinn argues deprives certain Indigenous people of the tangible and intangible economic, educational, and health benefits available to others with Indian status.

[31] I accept that argument insofar as the public rights of Indians as Canadian citizens and members of Bands are concerned. But the application of that argument to the 1985 Sawridge Trust is less persuasive.

## VI. Public Policy Considerations Respecting Discrimination

[32] Courts are not shy about finding public policy to be a consideration in the interpretation or enforcement of charitable trusts. One example is *Canada Trust Co. v Ontario Human Rights Commission* [1990] OJ No 615 (CA), where the court struck out discriminatory provisions related to sex, race, and religion in a charitable trust, on the basis that they contravened public policy. The terms of the trust prohibited scholarships to non-white, non-Protestants. The Court of Appeal noted, however, that “[o]nly where the trust is a public one devoted to charity will restrictions that are contrary to the public policy of equality render it void.” (Page 49)

[33] But courts resist interfering with a person’s right to dispose of his or her property based on what objectively are discriminatory criteria. In *Spence v BMO Trust Company*, 2016 ONCA 196, a father’s will included a statement that he was not leaving anything to his daughter because he had had no communication with her for some time and she had shown no interest in him as a father. She brought external evidence that the break in their relationship had occurred years earlier because she had married a man outside of her race. That evidence was considered in the lower court and the will set aside on the basis that the evident racial discrimination was against



public policy. The Ontario Court of Appeal reviewed a number of cases where courts had invalidated testamentary gifts on public policy grounds where the gifts were conditioned:

These include cases involving: i) conditions in restraint of marriage and those that interfere with marital relationships, e.g., conditional bequests that seek to induce celibacy or the separation of married couples; ii) conditions that interfere with the discharge of parental duties and undermine the parent-child relationship by disinherit children if they live with a named parent; iii) conditions that disinherit a beneficiary if she takes steps to change her membership in a designated church or her other religious faith or affiliation; and iv) conditions that incite a beneficiary to commit a crime or to do any act prohibited by law. (para 55, footnotes omitted)

[34] Finding, first, that extrinsic evidence ought not to have been admitted, the Court of Appeal held also that it was only in circumstances where the discrimination required the beneficiary to act a certain way or the administrator to act in a manner that was contrary to public policy that a court should intervene in a private distribution of wealth.

[35] There is nothing in the terms of the 1985 Sawridge Trust that require potential beneficiaries to act in a manner contrary to public policy nor, despite the arguments of the SFN, that requires the trustees to act in a manner contrary to public policy. They are bound by the definition of beneficiaries in the 1985 Sawridge Trust and have no discretion to vary that definition to prejudice or favour anyone not included in it.

## VII. Mitigating the Effect of Discrimination of the 1985 Sawridge Trust

[36] Chief Walter Twinn established the 1982 Trust because it was not clear that Indians could hold title to property. He found a legal mechanism to have that property held by a trust for the benefit of his people, then just defined as members of the Band. When he determined that as a result of the coming into force of equality provisions in the Charter there would be more people entitled to be members of the Band and thereby entitled to benefit under the trust, he made the conscious decision to freeze the definition of the people who could benefit from the trust by reference to the definition used in the *Indian Act* before proposed changes to that Act, to make it Charter compliant, would expand membership in the Band.

[37] As the settlor of a private trust, adopting the reasoning of the Ontario Court of Appeal in *Canada Trust Co.* that discrimination in a private trust is not litigable, he was entitled to so define its beneficiaries. Indeed, in his capacity as Chief of a constituency as then defined by the *Indian Act*, it is arguable that he was obliged to do so.

[38] But he also created a new trust to look after the interests of that expanded group of people, which would include both those people defined by reference to the old *Indian Act* provisions and the new. Ms. Twinn points out that those provisions since have been amended numerous times, validating Chief Walter Twinn's concerns. Freezing the definition of beneficiaries based on valid federal legislation cannot be the kind of offensive discrimination which should cause the court to interfere with a conscious decision of the leader of a people who was trying to protect their interests, particularly while creating a new vehicle for what he knew would be a larger group of people defined by different criteria.

[39] Defining beneficiaries based on legislation which limits entitlement to particular Indigenous people, recognizing that a change was coming that would expand entitlement to a greater number of Indigenous people, while discriminatory, is not discrimination analogous to an

entitlement that requires beneficiaries to refrain from certain behaviour or make choices such as celibacy, residence with a particular parent, membership in a certain religion, or the commission of a crime.

[40] The situation in the present case is analogous to that found in *Taylor et al v Ginoogaming First Nation*, 2019 ONSC 328. There, payments were to be made from a trust based on band membership as of a fixed date. That definition of membership was found to be discriminatory. The band sought advice and direction. Justice Nieckarz, after reviewing case law including *Canada Trust Co* and *Spence*, together with a number of cases involving distributions to Indigenous people as defined by references to the *Indian Act* over different periods of time, found that the discrimination which might prevent distributions based on public policy must be of a sort that discriminated against members of a certain group by virtue of characteristics within that group, such as non-payment of interest to minors otherwise entitled to distributions (*Blueberry Interim Trust, Re*, 2011 BCSC 769), or determinations by the trustees to withhold distributions to only certain members otherwise entitled to payments (*Barry v Garden River Band of Ojibways* (1997 ACWC (3d) ONCA). She held that:

In light of the foregoing, I find that the payments provided for in Article 12.5 are not extended to any individuals who became a member of Ginoogaming after December 15, 2001, even if they should have otherwise been a member on that date but for the discriminatory provisions of the *Indian Act*. (para 51)

[41] In other words, discrimination by virtue of characteristics within a defined group or discrimination by the trustees in making distributions within a defined group is the kind of discrimination in a private trust that may permit intervention by the courts. Defining the group by reference to federal legislation at a given date does not.

## VIII. Conclusion

[42] Both Ms. Twinn and the SFN in their briefs and in their oral submissions decry the treatment of First Nations people, as evidenced in part by provisions of the *Indian Act* that even today perpetuate sexism and racism and, in the case of the 1985 Sawridge Trust, inevitably create division within the SFN:

They [the Trustees] say there is no case law preventing them from administering Charter flagrant rules which courts have consistently pronounces as assimilationist. The Trustee approach is problematic because it continuously divides Sawridge Trust beneficiaries using racist and colonial rules, played out in an ongoing cat and mouse litigation process that decapitates the long term interests of reconciliation within the Sawridge First Nation as between its members and Trust beneficiaries. The Threshold application seeks to validate the 1970 *Indian Act* divisive rules, to the detriment of long-term collective interests of the Sawridge people. The application promotes a continual doctrinal slippage away from the recognition of constitutional rights and freedoms. (Twinn brief at para 266, parentheses added)

[43] But trust law in and of itself is not capable of addressing these concerns. Chief Walter Twinn as leader and as settlor of both the 1985 Sawridge Trust and the 1986 Trust was well aware of the implications of his actions. He intentionally created two trusts and two classes of beneficiaries. As a member of both groups, he chose how to define the beneficiaries. He did so

by reference to an admittedly discriminatory, colonial statute. But that was the action of a person defined by that discriminatory, colonial statute. It was not the action of the state.

[44] His decision does not invalidate the right and obligation of the trustees of both trusts to honour the terms of those trusts, including the making of distributions to the beneficiaries as defined in their respective trust agreements.

[45] The Trustees may make distributions to the beneficiaries of the 1985 Sawridge Trust as they are defined in it.

[46] Thank you to all counsel for their extensive briefs and their oral advocacy.

Heard on the 16<sup>th</sup> day of June, 2025.

**Dated** at the City of Edmonton, Alberta this 3<sup>rd</sup> day of September, 2025.



---

**J.S. Little**  
**J.C.K.B.A.**

**Appearances:**

Doris C.E. Bonora, K.C. - KPMG

Michael S. Sestito – Dentons  
for the Applicant Trustees

Janet Hutchison – Hutchison Law

Jonathan Faulds – Field LLP  
for the Respondent - Office of the Public Guardian Trustee

Catherine Twinn  
Self-represented Respondent

Crista Osualdini - McLennan Ross

David Risling – McLennan Ross

David Schulze – Dionne Schulze

Nicolas Dodd – Dionne Schulze  
for the Intervenor – Sawridge First Nation

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 AMENDEDIN 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 DOCUMENTReynolds, Mirth, Richards & Farmer LLP  
3200 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3W8Attention: 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 15<sup>th</sup> 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 15<sup>th</sup> 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 Buold

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

Catherine A. Magnan

My Commission Expires

January 29, 2012

DECLARATION OF TRUSTSAWRIDGE BAND TRUST

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

BETWEEN:

CHIEF WALTER PATRICK TWINN  
of the Sawridge Indian Band  
No. 19, Slave Lake, Alberta

(hereinafter called the "Settlor")

of the First Part

AND:

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

(hereinafter collectively called the "Trustees")

of the Second Part

AND WITNESSES THAT:

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

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

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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



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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 decendant 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

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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,



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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

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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:

Deatner J. P. R.  
NAME

A. Settlor:

Walter P. J.

1100 One Thornton Court  
ADDRESS

Deatner J. P. R.  
NAME

B. Trustees: 1.

Walter P. J.

1100 One Thornton Court  
ADDRESS

Page 7

Weather Upk  
NAME

1100 One Thornton Court  
ADDRESS

Weather Upk  
NAME

1100 One Thornton Court  
ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

2. Q/1/2

3. Walter F. Kinn

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 TWIN  
WALTER FELIX TWIN

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

IT IS HEREBY RESOLVED:

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

There being no further business, the meeting then adjourned.

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

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

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

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

Walter P. Twinn  
WALTER P. TWINN

George Twinn  
GEORGE TWINN

Walter Felix Twinn  
WALTER FELIX TWINN

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.

Interceded at 17 day

June A.D. 1983

Justice

Clerk of the Court

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)

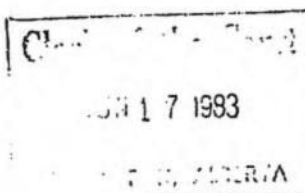
RESPONDENT

---

ORDER

---

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



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

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

.../2



- 2 -

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 Caparbur*  
Witness

Dec 19/83  
Date

*M Caparbur*  
Witness

Dec 19/83  
Date

*Walter P Twinn*  
Walter Patrick Twinn

*Walter F Twinn*  
Walter Felix Twinn



- 3 -

Mr Capenhurst  
Witness

Sam Twinn  
Sam Twinn

Dec 19/83  
Date

Mr Capenhurst  
Witness

David A. Fennell  
David A. Fennell

Dec 19/83  
Date

Mr Capenhurst  
Witness

Walter Patrick Twinn  
Walter Patrick Twinn

Dec 19/83  
Date

Mr Capenhurst  
Witness

Sam Twinn  
Sam Twinn

Dec 19/83  
Date

Mr Capenhurst  
Witness

George Twinn  
George Twinn

Dec 19/83  
Date

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
A. <u>The Zeidler Property</u> All that portion of the Northeast quarter of Section 36, Township 72, Range 6. West of the 5th Meridian which lies between the North limit of the Road as shown on Road Plan 946 E.O. and the Southwest limit of the right-of-way of the Edmonton Dunevegan and British Columbia Railway on shown on Railway Plan 4961 B. O. containing 28.1 Hectare (69.40 acres) more or less  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

- 2 -

<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.

- 3 -

<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.

- 4 -

<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 19<sup>th</sup> day of ~~December~~, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 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 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 19<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: George Twinn



PROMISSORY NOTE

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

SAWRIDGE HOLDINGS LTD.

Per: Walter 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

PROMISSORY NOTE

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SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

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SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

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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 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 19<sup>th</sup> 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 19<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 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 Buold

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, 12

(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;

- 2 -

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



- 3 -

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.

- 4 -

- (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

- 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

- 6 -

## 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.	

- 7 -

<u>Description</u>	<u>Old Trustee(s)</u>
B. <u>The Planer Mill</u>	Walter P. Twinn
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.	
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>	Walter P. Twinn
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.)	
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	

- 8 -

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

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



0537.23  
C-3

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

## 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 :

«électeur» signifie une personne qui

- 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;

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

(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;

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

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

«électeur»  
"elector"

«enfant»  
"child"

«registraire»  
"Registrar"

«liste de bande»  
"Band List"

«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.»

1985

Indiens

C. 27

3

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<sup>er</sup> 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

Tenue de la  
liste

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

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

Liste de bande  
tenue au  
ministère

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

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

Idem

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

Notice to the Minister

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

Notice to band and copy of Band List

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

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

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

Effective date of band's membership rules

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

Band to maintain Band List

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

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

Idem

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

Avis au Ministre

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

Transmission de la liste

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

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

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

Date d'entrée en vigueur des règles d'appartenance

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

Transfert de responsabilité

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



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

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

Deletions and  
additions

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

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

Additions et  
retranchement

Date of change

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

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

Date du  
changement

Membership  
rules for  
Departmental  
Band List

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

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

Règles  
d'appartenance  
pour une liste  
tenue au  
ministère

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

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

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

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

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

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

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

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

Additional  
membership  
rules for  
Departmental  
Band List

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

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

Règles  
d'appartenance  
supplémentaire  
pour les listes  
tenues au  
ministère



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

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

Deeming provision

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

Where band amalgamates or is divided

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

Entitlement with consent of band

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

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

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

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

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

Présomption

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

Fusion ou division de bandes

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

Inscription sujette au consentement du conseil

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

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

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

for a band if the council of the admitting band consents.

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

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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.

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  
bandeList 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  
retranchementsLists 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 :

*"Paielements 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 :

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

Qualités exigées des électeurs au poste de chef

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

Conseiller

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

«p.1) la résidence des membres de la bande ou des autres personnes sur la réserve;

p.2) l'adoption de mesures relatives aux droits des conjoints ou des enfants qui résident avec des membres de la bande dans une réserve pour toute matière au sujet de laquelle le conseil peut établir des statuts administratifs à l'égard des membres de la bande;

p.3) l'autorisation du Ministre à effectuer des paiements sur des deniers au compte de capital ou des deniers de revenu aux personnes dont les noms ont été retranchés de la liste de la bande;

p.4) la mise en vigueur des paragraphes 10(3) ou 64.1(2) à l'égard de la bande;»

15.1 (1) L'alinéa 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).

1985

Indiens

C. 27

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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



1985

Indiens

C. 27

21

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 15<sup>th</sup>  
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

- 2 -

of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

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would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band



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No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

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3.       The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4.       The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5.       Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

- 6 -

power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

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The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

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8.       The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9.       Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,



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including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

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act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

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

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

- 11 -

Alberta.

IN WITNESS WHEREOF the parties hereto have  
executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Bruce G Thom  
NAME

A. Settlor Walter

Box 326, Slave Lake, Alta  
ADDRESS

B. Trustees:

Bruce G Thom  
NAME

1. Walter

Box 326, Slave Lake, Alta  
ADDRESS

Bruce G Thom  
NAME

2. G/K

Box 326, Slave Lake, Alta  
ADDRESS

Bruce G Thom  
NAME

3. Same

Box 326, Slave Lake, Alta  
ADDRESS

Schedule

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



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 Pelix 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;

30.483  
APRIL 19, 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

- 2 -

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 15<sup>th</sup> day of <sup>APRIL</sup>~~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 15<sup>th</sup> day of <sup>APRIL</sup>~~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., 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

Y. ...  
Sam I.  
Walter F. Twin  
G. V. ...  
Walter ...

Dellie L. Twin

Cheser Twin

Sam Pettkin

Catherine Twin

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

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

Paul Bujold

BETWEEN:

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

A. Magnan

WALTER PATRICK TWINN, SAM TWIN AND  
GEORGE TWIN

(hereinafter referred to collectively  
as the "Old Trustees")

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

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".

## OLD TRUSTEES

WITNESS:  
DAB

Walter J.

## NEW TRUSTEES

DAB

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 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<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn



PROMISSORY NOTE

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

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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.

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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 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 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter J. 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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SAWRIDGE HOLDINGS LTD.

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Per: George Twinn

PROMISSORY NOTE

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SAWRIDGE HOLDINGS LTD.

Per: [Signature]

Per: [Signature]

PROMISSORY NOTE

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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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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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DATED at the City of Edmonton, in the Province of Alberta, this 1<sup>st</sup> 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:

- 2 -

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.
2. In this Deed, the following terms shall be interpreted in accordance with the following rules:
  - (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;
  - (b) "Trust Fund" shall mean:
    - (A) the property described in the Schedule attached hereto and any accumulated income thereon;
    - (B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

- 3 -

- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the



other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.



7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

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

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

- 9 -

SCHEDULE

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

This is Exhibit " L " 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

Catherine A. Magnan

My Commission Expires

January 29, 2012



## SAWRIDGE BENEFICIARIES PROPOSED PROGRAM SUMMARY

START-UP RECOMMENDATIONS		
	Program Description	Estimated Cost
1. <i>Establish a Trust Program Office</i>	<ul style="list-style-type: none"> <li>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)</li> <li>Hire and orient preferred candidate</li> <li>Establish primary office in Edmonton and an extension office in Slave Lake</li> </ul>	\$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. <i>Establish and Make Public a Clear Process for Determining Beneficiary Eligibility</i>	<ul style="list-style-type: none"> <li>Retain legal counsel with the requisite expertise</li> <li>Make public beneficiary criteria and the application process</li> <li>Gather pertinent information to support the process of accessing applications</li> <li>Strike an eligibility committee (with representation from each of the community's extended families) to screen applications</li> <li>Provide the community with regular updates on progress toward this goal</li> </ul>	An reliable estimate can be projected once legal counsel has been retained
3. <i>A One-Time "Good Faith" Cash Disbursement</i>	<ul style="list-style-type: none"> <li>A one-time cash disbursement in recognition of the challenges the beneficiary program has had in getting off the ground</li> </ul>	\$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. <i>Transparent &amp; Accountable Communication Channels</i>	<ul style="list-style-type: none"> <li>Quarterly newsletter</li> <li>Beneficiary Manual</li> <li>Website</li> </ul>	\$10,000 one-time for website \$10,000 one-time for manual \$3,000 annually for newsletter & keeping manual up to date
5. <i>Adopt a Phased Approach</i>	<ul style="list-style-type: none"> <li>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 1 programming on the next page)</li> <li>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</li> </ul>	No specific costs associated with this recommendation. Rather, this approach will help manage costs.
<b>Total Estimated Costs for the Start-up Recommendations</b> <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>		<b>\$248,000 for first year</b> <b>\$123,000 annually for subsequent yrs</b>

<b>PHASE I PROGRAMMING</b>		
<b>Category of Benefit</b>	<b>Program Description</b>	<b>Estimated Cost</b>
<b>6. Insurance</b> <ul style="list-style-type: none"> <li>Health</li> <li>Dental</li> <li>Long-term disability</li> <li>Basic life</li> <li>AD&amp;D</li> </ul>	<ul style="list-style-type: none"> <li>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)</li> <li>As well, a quote for life, disability and AD&amp;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.</li> </ul>	<ul style="list-style-type: none"> <li>Rough estimate is \$20,000 annually for health &amp; dental, \$200,000 for life, disability and AD &amp; D insurance (@ \$25,000 coverage)</li> </ul>
<b>7. Death of Immediate Family Members and Compassionate Care Support</b>	<ul style="list-style-type: none"> <li>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)</li> <li>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)</li> </ul>	<ul style="list-style-type: none"> <li>If two such deaths occur within the families of Sawridge beneficiaries, the annual cost would be \$24,000 annually</li> <li>Compassionate care fund will be administered by the Trustees on a case-by-case basis (estimated costs could be up to \$20,000/year)</li> </ul>
<b>8. Seniors Support</b>	<ul style="list-style-type: none"> <li>"No-strings" monthly assured income pension</li> <li>"Special needs" support for home care, transportation</li> <li>Care taken to ensure that these benefits do not negatively impact the senior's other pension benefits or tax situation</li> </ul>	<ul style="list-style-type: none"> <li>On the basis of 8 seniors, monthly pension \$144,000 annually</li> <li>Special needs fund up to \$60,000 annually</li> </ul>
<b>9. Child &amp; Youth Development</b>	<ul style="list-style-type: none"> <li>Monthly or quarterly benefit to support recreational/artistic/ cultural pursuits</li> <li>Professional services and/or equipment for children and youth with special needs</li> </ul>	<ul style="list-style-type: none"> <li>\$2,500 annually for each dependent for an estimated total of \$120,000 annually</li> <li>Fund of up to \$20,000 for special needs annually</li> </ul>
<b>10. Educational Support</b>	<ul style="list-style-type: none"> <li>Post-secondary (top-ups plus students not covered under Regional Council)</li> <li>Special employment-related courses</li> </ul>	<ul style="list-style-type: none"> <li>\$50,000 for top-up and additional post secondary</li> <li>\$10,000 for employment-related training costs annually</li> </ul>
<b>11. Phase I Community Strengthening</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Set up community working group</li> </ul>	<ul style="list-style-type: none"> <li>Community events could cost up to \$75,000/ea for an annual total of \$150,000</li> </ul>
<b>Total Estimated Costs for the Phase I Recommendations</b>		<b>\$818,000.00</b>

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

	<ul style="list-style-type: none"> <li>Encourage partnerships with the Band to access services available under targeted government programs (e.g. the common-experience counseling funds)</li> </ul>	
<b>18. Phase II Community Strengthening</b>	<ul style="list-style-type: none"> <li>The creation of a Community Wellness Committee to help plan community gatherings and to work with consultant to develop and community wellness plan</li> <li>The sponsoring of bi-annual community gatherings</li> <li>Contract services focused on healing community relationships &amp; developing community strengths</li> <li>Contract technical support for the development of a community wellness plan</li> <li>Arbitration and mediation training for Sawridge beneficiaries &amp; the establishment of a administrative tribunal</li> </ul>	<ul style="list-style-type: none"> <li>Cost of developing a wellness plan \$60,000</li> <li>Gatherings estimated at \$150,000 annually</li> <li>Contracted services related to healing and reconciliation could be capped at \$50,000 annually</li> <li>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)</li> </ul>
<b>Total Estimated Costs for the Phase II Recommendations</b>		<b>1,527,000.00</b>
<b>Estimated Cost of Year One</b>		Start-up 248,000.00 Phase I 818,000.00 <b>Total 1,066,000.00</b>
<b>Estimated Cost of Year Two</b>		Start-up 123,000.00 Phase I 643,000.00 Phase II 1,527,000.00 <b>Total 2,293,000.00</b>
<b>Estimated Cost of Subsequent Years</b>		Start up 123,000.00 Phase I 643,000.00 Phase II 1,467,000.00 <b>Total 2,233,000.00</b>

COURT FILE NUMBER 1103 14112

COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

IN THE MATTER OF THE *TRUSTEE ACT*, RSA 2000, c T-8, AS AMENDED, and

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

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

DOCUMENT

**AFFIDAVIT OF DARCY TWIN**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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





**AFFIDAVIT OF DARCY TWIN****Sworn on September 24, 2019**

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

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

**Sawridge First Nation and Chief and Council**

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

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

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

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

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



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

#### **The Jurisdiction Applications in the within Action**

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

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


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

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

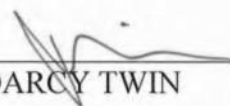
**Purpose of this Affidavit**

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

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

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

**MICHAEL R. McKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

  
 \_\_\_\_\_  
**DARCY TWIN**

**EXHIBIT “A”**

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

DARCY TWIN

Sworn before me this 24<sup>TH</sup> day  
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta

MICHAEL R. McKINNEY Q.C.  
BARRISTER & SOLICITOR

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the 15<sup>th</sup> 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.S. 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,

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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



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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 decendant 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

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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.

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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

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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:

Heather Spink  
NAME

A. Settlor:

Walter P. J.

1100 One Thornton Court  
ADDRESS

Heather Spink  
NAME

B. Trustees: 1.

Walter P. J.

1100 One Thornton Court  
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**EXHIBIT “B”**



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 **24<sup>TH</sup>** 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 \* \* \* \* \*

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03326:01

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03327:01 THE REGISTRAR: This Court is now resumed.

02 MR. HENDERSON: My Lord, sorry, counsel had asked  
 03 for a bit more time and that's why we're late this  
 04 morning. I think Mr. Meehan and/or Mr. Glancy may want  
 05 to address the Court about the comments yesterday.

06 THE COURT: Yes. Thank you.

07 MR. MEEHAN: Good morning, Your Lordship.  
 08 Mr. Henderson and other counsel had a brief discussion  
 09 prior to court this morning, and there was a few  
 10 matters that we would wish to bring to the Court's  
 11 attention for your consideration.

12 THE COURT: Yes.

13 MR. MEEHAN: Yes, until yesterday, Your

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

- 25 back.
- 26 I'm looking at page 2 there on the
- 03761:01 left-hand side paragraph 5. And just directing your
- 02 attention to the first paragraph, I gather that treaty
- 03 8 and Sawridge welcomed the removal of discrimination
- 04 on the grounds of sex and welcomed the increase in
- 05 Indian control of band membership which Bill C-31
- 06 provided?
- 07 A Yes, to some extent.
- 08 Q Yes. Okay. And I gather that the reservation or the
- 09 concern that you had related to the fact that in return
- 10 for getting those things, Bill C-31 said that there was
- 11 a group of people whom you would have to accept back
- 12 into membership, and that was what you were concerned
- 13 about?
- 14 A Automatic reinstatement of a large group is what we
- 15 were --
- 16 Q Exactly. Okay.
- 17 A Yeah.
- 18 Q There's been a lot of discussion about who is
- 19 automatically reinstated under Bill C-31. I would like
- 20 you to turn to page 11, paragraph number 22.
- 21 At the time this brief was made,
- 22 the treaty 8 bands and the Sawridge band understood
- 23 that Bill C-31 did not reinstate first generation
- 24 descendants of people who had lost their status under
- 25 the act. You understood that the bill did not reinstate
- 26 children? Is that correct?
- 03762:01 A I don't want to be on a document committed to a
- 02 document that -- on a proposal.
- 03 Q No, I'm just saying that at the time that this document
- 04 was prepared based on whatever form the bill was --
- 05 whatever stage the bill was at then, you and your
- 06 professional advisors understood that bill did not
- 07 reinstate the first generation descendants or the
- 08 children of the people who had lost their status? That
- 09 was understood at that time?
- 10 A At that time, that was the negotiating that took place.
- 11 Q Sure. Okay. And that was -- how you understood the bill
- 12 was at that time?
- 13 A The bill kept changing from time to time. One day we
- 14 would come home and they had -- there was another
- 15 category. There was all sorts of pressures.
- 16 Q Well, Chief Twinn, in any event, we'll just deal with
- 17 what you understood at the time of this particular
- 18 brief.

- 21 business activity? That is what makes it distinct?
- 22 A That's right.
- 23 Q The Sawridge Band is essentially a business entity?
- 24 A The Sawridge Band is a group of people, a band, that we  
25 use this for a common purpose. We believe that we have  
26 to be strong financially.
- 03884:01 To do that, there's a lot of things  
02 that people must be. It is not wrong for other people to  
03 be strong and to be financially strong. All of the other  
04 things that make society run, I guess we try to keep  
05 up -- not keep up, but try to come to a level, if  
06 possible.
- 07 This Country provides -- in  
08 democracy and in free enterprise system, which I believe  
09 very much -- opportunities for everyone to earn a living,  
10 whatever. And that is the objective for us, is to  
11 struggle.
- 12 Q Of course.
- 13 A I don't know what . . .
- 14 Q Of course. And what I'm saying is that when you talk  
15 about the Sawridge Band and your concern for its future,  
16 what you're really concerned about is the future of the  
17 business activities of the Sawridge Band.
- 18 A If we were told initially by the oil companies an  
19 estimate that the oil reserves would only be 20 years,  
20 we've went that 20 years -- there is someone  
21 speculating -- speculating -- it's going to be 30 years.  
22 But it is our job that they don't diminish -- 15 million  
23 hasn't -- it's been growing.
- 24 When we hold in common, the band --  
25 and it goes for all bands, I think, in Canada, that these  
26 assets -- I think I may be repeating myself. I'm
- 03885:01 sorry, but we cannot will our share. We do not -- a  
02 child does not inherit. It's all in common.
- 03 It is our belief and it is our --  
04 Sawridge -- that those lands that -- left to us by  
05 someone else, those people that refuse to volunteer  
06 enfranchise went through the hardships.
- 07 Like I said earlier, the band  
08 council before me would not allow all the timber to be  
09 cut all at once, as some people like to see. So . . .
- 10 Q Yes?
- 11 A So, in that respect, we try to save as much as possible,  
12 all the capital funds, the revenue funds that are there,  
13 and hopefully some day we can be totally  
14 self-supporting. That is the goal.

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

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

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

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

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

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

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

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



- 09 Exhibit 26, Document Number 913.
- 10 THE COURT: 913, Mr. Faulds?
- 11 MR. FAULDS: 913, My Lord.
- 12 Q MR. FAULDS: It's a letter dated
- 13 November the 2nd of 1987, directed to the Right
- 14 Honourable Brian Mulroney, then-Prime Minister of
- 15 Canada. And that was signed by yourself, Chief Twinn?
- 16 A Mm-hmm.
- 17 Q And what I'd ask you to do is look at that letter and in
- 18 particular look at the second last paragraph.
- 19 MR. HENDERSON: I'm sorry. The Senator is talking
- 20 to me, but I don't think he remembers he has to talk out
- 21 loud, just to remind him of that.
- 22 THE COURT: Thank you for that disclosure,
- 23 Mr. Henderson.
- 24 A Okay, I read it.
- 25 Q MR. FAULDS: If you look at the second last
- 26 paragraph of that letter, Chief Twinn, in that letter,
- 03888:01 you say,
- 02 "The Sawridge Indian Band is in business and
- 03 cannot afford to be jeopardizing its position
- 04 in the business world, nor the security of its
- 05 four hundred (400), plus employees by
- 06 expending huge sums of money and time
- 07 stick-handling through the Justice
- 08 Department's delay tactics."
- 09 So I take it that the principal
- 10 activity of the Sawridge Band as a band is business.
- 11 A In order to survive, probably so. But that only confirms
- 12 what I have said, I think, earlier.
- 13 Q And that's really what this case is about. It's not
- 14 about native rights or culture or tradition or anything
- 15 like that; it's about the Sawridge Indian Band's
- 16 business?
- 17 A Well, I'd beg to differ.
- 18 MR. FAULDS: My Lord?
- 19 THE COURT: Yes?
- 20 MR. FAULDS: Mr. Henderson has passed me a note
- 21 to indicate that he has available some of the documents
- 22 that he had said that he would look for and that seem to
- 23 be relevant to this particular area of the
- 24 cross-examination. And I wonder if maybe we could have a
- 25 break at this point so that we could look at them. It's
- 26 a little bit early, but . . .
- 03889:01 THE COURT: All right. I have some questions
- 02 of Chief Twinn, and I want to pose them while you all

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

21 description?

22 A That's right.

23 Q And the beneficiaries of the trust are described on  
24 page 2 of that document, and I'd ask you to look at the  
25 definition there.

26 A Page . . .

03907:01 Q I'm sorry. Page 2, and it's paragraph 2(a) at the  
02 bottom. And maybe what I could ask you to do,  
03 Chief Twinn, is just read through that definition of  
04 "beneficiaries." And it actually goes on to page 4.

05 A How far do you want me to go?

06 Q If you could finish where the definition of "trust fund"  
07 starts. That would be the top of page 4.

08 Have you had a chance to look that  
09 over?

10 A Yeah.

11 Q As I understand it, the people who are beneficiaries  
12 under this settlement are people who would be considered  
13 members of the Sawridge Band under the Indian Act as it  
14 was in April of 1982.

15 Is that your understanding, too?

16 A That's right. '82?

17 Q I think they say -- the date is April -- I don't know  
18 what the significance of it is, but if you look at the  
19 top of page 3 --

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

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

22 Q Sure. But, in any event, what it meant was that the  
23 people who would be beneficiaries would be people who  
24 would be considered members of the band before the  
25 passage of Bill C-31?

26 A That's right.

03908:01 Q The object of that was to exclude people who might become  
02 members of the Sawridge Band under Bill C-31 as  
03 beneficiaries?

04 A Yes, to a certain extent, yeah.

05 Q Was it the intention that all of the assets of the band  
06 would be covered by that agreement or only some?

07 A I believe all assets that are -- not including -- I'm  
08 going to repeat -- I believe not including the capital --  
09 the funds that are held in Ottawa.

10 Q So all assets other than that capital fund in Ottawa was  
11 to be covered by this trust agreement?

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

13 I can't . . .

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

- 15 prepared, what your objective was. And your first  
 16 objective was that people who might become band members  
 17 under Bill C-31 wouldn't be beneficiaries?
- 18 A Mm-hmm.
- 19 Q That's correct? That was Objective Number 1?
- 20 A Right.
- 21 Q And Objective Number 2 was that the trust would cover all  
 22 of the assets of the Sawridge Band that were under the  
 23 Sawridge Band's control?
- 24 A Yes. What's on there, I believe. I don't want to be  
 25 saying something that --
- 26 Q I'm not trying to trick you. I'm wondering if that's  
 03909:01 what your objective was.
- 02 A That's the objective of those.
- 03 Q Sure. So that even if people under the bill became  
 04 members of the band, they would be excluded from sharing  
 05 in the assets of the band?
- 06 A For -- especially a short purpose, right, for a short  
 07 while there.
- 08 Q Until you changed the trust agreement?
- 09 A We didn't know what the Bill C-31 was going to bring  
 10 about.
- 11 Q So you tried to create a trust arrangement that would  
 12 prevent Bill C-31 members from having any share in the  
 13 band's assets?
- 14 A That's right, on this one, yeah.
- 15 Q Okay. Now, as far as whether or not -- it's a legal  
 16 question, I suppose, whether or not you succeed in doing  
 17 what you're trying to do. You hire lawyers to try and do  
 18 things for you, and sometimes they do it, and sometimes  
 19 they don't. You recognize that?
- 20 A I'm not saying the lawyers -- what they try to do or not.  
 21 But the document, you know -- I need professional help  
 22 for documents.
- 23 MR. HENDERSON: My Lord, just so it's clear on the  
 24 record -- I want to make sure it is. Because the Senator  
 25 has not had a chance to read through all of these  
 26 documents, I've been giving history to my friend.
- 03910:01 There's an '86 version of the same  
 02 trust where the definition of "beneficiary" would include  
 03 anyone, from time to time, becoming a member under the  
 04 Indian Act or otherwise. And that deals with the  
 05 circumstance where the bill is now law, and you have to  
 06 deal with people on that basis.
- 07 So just so it's not misleading,  
 08 there's a time period for each of these things.

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

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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



**EXHIBIT "C"**



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Assistant Deputy Minister    Sous-ministre adjoint

Ottawa, Canada  
K1A 0H4

DEC 23 1993



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

Dear Chief Twinn,

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

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

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

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

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

**DARCY TWIN**

Sworn before me this 24<sup>TH</sup> day  
of SEPTEMBER, 2019

*[Signature]*  
A Commissioner for Oaths in and for Alberta

**MICHAEL R. McKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

Yours sincerely,

*Wendy Porteous*

Wendy F. Porteous  
Assistant Deputy Minister  
Lands and Trust Services

Canada

**EXHIBIT “D”**

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

M. O. Miller  
for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER

1103 14112

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

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

IN THE MATTER OF THE TRUSTEE ACT, RSA 2000, c  
T-8, AS AMENDED

**DARCY TWIN**

Sworn before me this 24<sup>TH</sup> day  
of SEPTEMBER, 2019

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")

A Commissioner for Oaths in and for Alberta

**MICHAEL R. MCKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

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

DOCUMENT

**CONSENT ORDER**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: August 24, 2016

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB

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

**CONSENT ORDER**

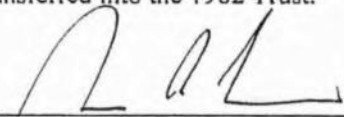
UPON HEARING representations from counsel for the Sawridge Trustees that the Sawridge Trustees have exhausted all reasonable options to obtain a complete documentary record regarding the transfer of assets from the 1982 Trust to the 1985 Trust; AND that the parties to this Consent Order have been given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

- 2 -

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

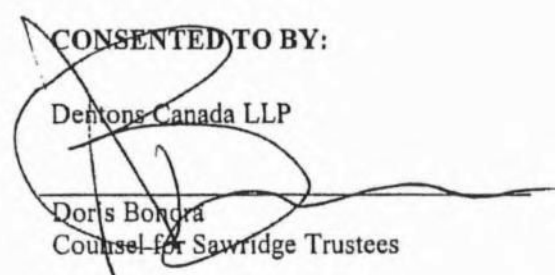
IT IS HEREBY ORDERED THAT:

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

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

CONSENTED TO BY:


Dentons Canada LLP

  
 Doris Boudra  
 Counsel for Sawridge Trustees

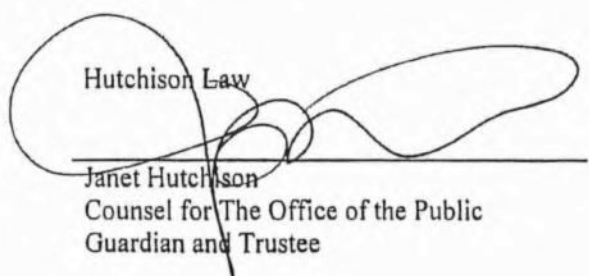
Reynolds Mirth Richards & Farmer LLP

  
 Marco S. Poretti  
 Counsel for Sawridge Trustees

McLennan Ross LLP

  
 Karen Platten, Q.C.  
 Counsel for Catherine Twinn as a Trustee  
 of the 1985 Sawridge Trust

Hutchison Law

  
 Janet Hutchison  
 Counsel for The Office of the Public  
 Guardian and Trustee

- 2 -

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

IT IS HEREBY ORDERED THAT:

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

---

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

CONSENTED TO BY:

Dentons Canada LLP

Doris Bongra  
Counsel for Sawridge Trustees

Reynolds Mirth Richards & Farmer LLP

Marco S. Poretti  
Counsel for Sawridge Trustees

McLennan Ross LLP

Karen Platten, Q.C.  
Counsel for Catherine Twinn as a Trustee  
of the 1985 Sawridge Trust

Hutchison Law

Janet Hutchison  
Counsel for The Office of the Public  
Guardian and Trustee



**EXHIBIT “E”**

Tracy L. Kaiser

---

From: Joy Jarvis <Joy.Jarvis@albertacourts.ca>

Sent: April 25, 2019 10:03 AM

To: Bonora, Doris <doris.bonora@dentons.com>; Sestito, Michael <michael.sestito@dentons.com>;  
jfaulds@fieldlaw.com; jhutchison@jlhlaw.ca; S.twinn@live.ca; cosualdini@mross.com; kplatten@mross.com

Subject: Sawridge Trust matter, Court File No. 1103 14112

Importance: High

*Good morning, counsel. Please see below an email from Mr. Justice Henderson:*

The application regarding the "Jurisdictional Issue" will be heard this afternoon. I have reviewed the briefs which have been filed in relation to the motion and have also reviewed other parts of the file including in particular the Brief of the Trustees in relation to the proceedings which took place on August 24, 2016 before Justice Thomas. I have also reviewed the transcript of those proceedings and the Consent Order which was signed by Justice Thomas on August 24, 2016.

In my view it is necessary, as part of the Jurisdictional Issue, to consider the terms of the Consent Order and to fully consider what impact that Order has on the trust terms pursuant to which the trust assets are currently being held. One possibility is that the trust assets are being held for the benefit of the "Beneficiaries" as defined in the 1985 Trust and the 1985 Trust terms govern. However, that is not the only possibility. The Consent Order says that the transfer of assets is "approved *nunc pro tunc*". But the Order does not address the issue of the terms under which the assets are being held. The Consent Order does not appear to be a variation of the 1982 Trust and a variation would likely not be possible without the consent of the beneficiaries (although this clearly looks like what the trustees were attempting to do in 1985). It is possible that the 1985 Trust is a successor trust, but again that does not address the question of the terms on which the trust assets are being held or whether there is an ongoing requirement for the 1985 Trust to account to the 1982 Trust with respect to the trust assets.

I raise these issues so that you will be aware that I am concerned about them. Counsel may have a simple explanation which I have overlooked. In any event this is a foundational issue which needs to be addressed before considering whether the 1985 trust can be varied.

Thank you.

*Joy M. Jarvis*

Judicial Assistant

Court of Queen's Bench

Edmonton, AB

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

**DARCY TWIN**

Sworn before me this **24<sup>TH</sup>** day  
of **SEPTEMBER**, 20**19**

A Commissioner for Oaths in and for Alberta

**MICHAEL R. MCKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

**EXHIBIT “F”**

Action No. 1103-14112  
 E-File Name: EVQ19TWINNR  
 Appeal No. \_\_\_\_\_

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

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

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

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

Applicants

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PROCEEDINGS

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Edmonton, Alberta  
 April 25, 2019

Transcript Management Services  
 Suite 1901-N, 601-5th Street, SW  
 Calgary, Alberta T2P 5P7  
 Phone: (403) 297-7392 Fax: (403) 297-7034

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

**DARCY TWIN**

Sworn before me this 24<sup>TH</sup> day  
 of SEPTEMBER, 2019

  
 A Commissioner for Oaths in and for Alberta

**MICHAEL R. McKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

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

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3

4 April 25, 2019

Afternoon Session

5

6 The Honourable

Court of Queen's Bench

7 Mr. Justice Henderson

of Alberta

8

9 D.C.E. Bonora

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

10

Twinn, and D. Majeski

11 M.S. Sestito

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

12

Twinn, and D. Majeski

13 C. Osualdini

For Catherine Twinn

14 D.D. Risling

For Catherine Twinn

15 J.L. Hutchison

For the Office of the Public Trustee

16 R.J. Faulds, Q.C.

For the Office of the Public Trustee

17 N. Varevac

Court Clerk

18

19

20 **Discussion**

21

22 THE COURT:

Good afternoon, please be seated. Okay.

23

24 MS. BONORA:

Good afternoon, Sir. Perhaps I'll just start with

25 some introductions.

26

27 THE COURT:

Sure.

28

29 MS. BONORA:

So Doris Bonora on behalf of the trustees with

30 my partner Michael Sestito. And then for Catherine Twinn is Crista Osualdini and Dave

31 Risling. And then for the Office of the Public Trustee and Guardian Janet Hutchison and

32 John Faulds.

33

34 THE COURT:

Okay, good.

35

36 MS. BONORA:

Sir, you've asked us to address a foundational

37 question --

38

39 THE COURT:

Yes.

40

41 MS. BONORA:

-- by email and there have been some discussions



1 around the issue.

2

3 THE COURT: Yes.

4

5 MS. BONORA: And I also in my discussions with Ms. Osualdini  
6 was reminded that Mr. Molstad was also involved in that matter so I also called him.

7

8 I thought I'd just address a couple of points but I will tell you that Ms. Hutchison and Mr.  
9 Faulds have advised that they would like time to consider this issue. Mr. Molstad has also  
10 asked for some time. And I think all of the parties might benefit from some advice from  
11 you in respect of exactly how it collides with the jurisdictional issue.

12

13 THE COURT: Sure. Would you like me to speak to that?

14

15 MS. BONORA: Sure.

16

17 THE COURT: Let me start by saying I've approached this case  
18 with a fresh set of eyes. So the way I view it may not be the way you view it or the way  
19 other parties have viewed it or the way other judges have viewed it. So I've approached it  
20 from a fresh perspective with a view to ensuring that I have sufficient information available  
21 to come to a correct decision with respect to the jurisdictional issue that you've properly  
22 raised.

23

24 So I went back to the original documentation, the 1982 trust deed, and I compared it to the  
25 1985 trust deed, Declaration of Trust, and I guess I was a little surprised to see the close  
26 parallels between the two. And I also would premise all of my comments on this: I've not  
27 made any decision about anything. I'm raising concerns that I have. I'm sure we've got  
28 more than enough capable lawyers here to sort out my concerns. These are my concerns  
29 and I can tell you they're genuine, otherwise, I wouldn't be taking your time with them.

30

31 So I compared these two trust deeds and I said to myself, my goodness, this isn't really  
32 what I expected to see. I saw such close parallels that really the only fundamental difference  
33 between 1982 and 1985 from my perspective, other than some flowery language in some  
34 portions which is largely irrelevant -- the only difference is the definition of beneficiaries.  
35 I did also see a prohibition on -- in the 1982 trust deed, a prohibition on the use or diverting  
36 any of the trust assets for any purpose other than for the purposes identified in the trust, i.e.  
37 for the benefit of the beneficiaries who are defined to be present and future members of the  
38 band.

39

40 So I then began to look to see how we transition from 1982 to 1985. Saw very little  
41 information but I was able to locate the August 2016 materials and I read your materials. I

1 saw that there was limited evidence available to provide an explanation for what had  
2 transpired. But we do also have other background information of a circumstantial nature  
3 that does assist in understanding what went on and we know, at least one can infer -- and  
4 I'm happy to hear if you don't accept the inferences or where I'm headed but we do see  
5 that the 1985 trust was created for a very specific purpose. That purpose was to ensure that  
6 the trust assets were not going to be shared with a group of people who were likely to  
7 become members of the band as a result of proposed modifications to the *Indian Act* in  
8 1985, which were imminent, and which would permit women, primarily, to re-join the band  
9 as members. And, therefore, if that happened without the trust being changed, they would  
10 then become beneficiaries of the trust.

11  
12 So I confess that I had some concern with respect to what I was seeing. I asked myself how  
13 it could possibly be that we had really substantial assets -- I don't know, there's evidence  
14 or numbers kicking around 70 million or 220 million or whatever they are -- whatever the  
15 number is, it's a lot of money. So I had concerns with respect to how we were seeing a  
16 modification of a trust without any judicial approval, without any compliance with section  
17 42, without anything other than simply the creation of a new trust. So I questioned -- and I  
18 could totally be wrong about this and I'm more than happy to hear all of you out -- I  
19 question the legitimacy of the 1985 trust declaration at all.

20  
21 I did consider Justice Thomas' order -- a consent order of August 24th, 2016. You may  
22 consider that to be the total answer to all of the problems and you could well be right and  
23 I'm happy to hear you on that. On the surface I don't accept that but I'm open minded and  
24 I'm happy to hear from you. But I can tell you that I have fundamental concerns. So how  
25 does that relate to the issue that the parties together have defined for today the jurisdictional  
26 issue. I think you are all on board that there are three ways in which a trust can be varied.  
27 One is the reservation in the trust declaration. All of you are in agreement that that's not  
28 the case here so we put that aside.

29  
30 Secondly is section 42 of the *Trustee Act*. We all agree that that's properly enforced and  
31 must be complied with. There's some disagreement with respect to whether enough effort  
32 has been made to try to comply but I would say -- again, without hearing more argument -  
33 - that section 42 is definitely available. Whether it is practically available is really the issue  
34 and because we have competing interests the likelihood of getting a hundred percent  
35 approval is slim to nil and I would think nil is probably closer than slim. So practically  
36 speaking, section 42 doesn't look like a way to achieve the result that everyone would like.

37  
38 Which leads to the ability of the Court at common law through the exercise of discretion  
39 to amend the terms of the trust apart from section 42 of the *Trustee Act*. And I think it's  
40 fair to say that the law in terms of my ability -- any Court's ability to modify the terms of  
41 a trust on that basis is quite limited. And to achieve that result through the common law or

1 through the exercise of my discretion as a result of the inherent powers that the Court may  
2 have is limited and I would have to go probably further to achieve that in this case than the  
3 law has gone to date, which means that I would need to proceed very cautiously. Not that  
4 I wouldn't proceed -- not that I wouldn't proceed cautiously but I would need to proceed  
5 cautiously.

6  
7 If I am going to go down a path where I need to consider whether or not to exercise my  
8 discretion to develop the common law in a way that it hasn't quite been developed before,  
9 I need to consider as part of that analysis the other alternatives. What other alternatives are  
10 available that would make it unnecessary for me to go down the path which would extend  
11 the law beyond where it is today. One of the possibilities -- and again, I want to emphasize  
12 I've not made any decisions on any of this, I'm at the moment just talking so that you will  
13 collectively have an understanding as to what my level of concern is here and what the  
14 concern is.

15  
16 One of the options here that is easily available is this 1985 trust doesn't have anything to  
17 do with anything we're talking about here today. The assets, while they may be situated in  
18 the 1985 trust -- because Justice Thomas said that they were -- are still subject to the 1982  
19 trust terms. The definition of beneficiaries is members or future members of the band, that's  
20 the end of it. There still is some discrimination in the 1982 trust, which we would need to  
21 deal with because it -- it does contain identical language to the 1985 trust which deals with  
22 illegitimate children. So we would still have that hurdle but I see that as a much smaller  
23 hurdle than sort of the broader picture.

24  
25 So the easiest thing to do here is just to say you haven't satisfied me that this 1985 trust is  
26 relevant. I'm not going to exercise my discretion to modify the definition of beneficiaries  
27 in the 1985 trust. 1982 is where we're going, that's where we are. Let's deal with  
28 illegitimate children. I'm not saying I've come to that conclusion but that -- that is an  
29 avenue that is in my mind available subject to counsel telling me that there are roadblocks  
30 that prevent that from happening. And I would say that I would not come to that conclusion,  
31 if that is my conclusion ultimately -- I would not come to that conclusion lightly because I  
32 am conscious of the fact that there are potential consequences that could flow from that  
33 and that would obviously be troubling to me. But my primary responsibility is to determine  
34 what the facts are and apply the law to those facts. And if that drives me in one direction  
35 that none of the parties like, that's an unfortunate consequence.

36  
37 So my plan is to figure out what the facts are, determine what the law is. I'm not afraid to  
38 extend the common law if that's where we need to go. Incrementally all that's probably  
39 something more appropriately done in the Court of Appeal or higher courts but I -- I say  
40 all of this only to let you know that this is a concern for me. I see that you tried to clean it  
41 up in 2016 but to me that isn't the answer. So that's where we are.

1  
2 MS. BONORA: Sir, given those comments, I think certainly we  
3 would like an opportunity to research this issue and come --  
4  
5 THE COURT: Yes, that's --  
6  
7 MS. BONORA: -- back to you.  
8  
9 THE COURT: Yes.  
10  
11 MS. BONORA: I think Mr. Molstad probably does as well, that's  
12 what he told me on the phone.  
13  
14 THE COURT: Sure.  
15  
16 MS. BONORA: Certainly we need some instructions from our  
17 client. And I feel that, you know, short of making a few more arguments on public policy  
18 and quasi-community trusts, you've essentially said my argument on the jurisdictional  
19 issue. So I feel that perhaps today we should adjourn so that we can all consider this issue  
20 for you and come back. Perhaps we could set -- I'm guessing some written materials would  
21 be helpful to you --  
22  
23 THE COURT: Yes, it would.  
24  
25 MS. BONORA: -- and perhaps we could set some dates for those  
26 materials and find some time with you.  
27  
28 THE COURT: Sure, yes. And I apologize for sort of raising this  
29 issue at the last minute but I can tell you that this has been an evolving process for me --  
30  
31 MS. BONORA: Yes.  
32  
33 THE COURT: -- as I've read your briefs and I chipped away at  
34 the ten boxes of materials downstairs that are not well organized. So when I write to you  
35 asking for materials, it's not because the materials aren't here, it's just that they're not  
36 readily available to me.  
37  
38 MS. BONORA: We are so happy to provide those to you and we  
39 thank you very much for your comments today. I mean, obviously, that issue of the transfer  
40 between the two trusts was an issue identified. We thought we had solved it but we  
41 obviously need to satisfy you better that that is in fact solved and perhaps in our



1 investigations we'll find some other law that hasn't solved hat issue entirely so ...

2  
3 THE COURT: Well, maybe it has been solved. I don't see it  
4 right now but I'm looking with open eyes just to see what I can find. So I'm not sure if any  
5 of the other counsel are concerned about the way we've gone but -- is everyone board with  
6 simply adjourning the jurisdictional issue so that briefs can be filed to supplement what's  
7 currently been filed to address some of the concerns that I've raised today?

8  
9 UNIDENTIFIED SPEAKER: Yes, My Lord.

10  
11 THE COURT: The problem that we're going to have, I tell you  
12 this right now, is that you are not going to find time with my assistant any time soon. That's  
13 -- you're certainly free to tell her that you need time quickly but there's -- the practical  
14 reality is that you're going to have a hard time finding something until probably into  
15 September.

16  
17 MS. BONORA: Sir, maybe then we won't take more of the  
18 Court's time this afternoon and we'll just speak with your assistant to try and find time.

19  
20 THE COURT: Sure.

21  
22 MS. BONORA: We'll speak amongst ourselves in terms of  
23 setting times for briefs, I'm sure that we can do that on our own, and perhaps even consider  
24 the possibility of just writing to you and seeing if you will make a decision just on bases  
25 of written materials. We'll speak amongst ourselves whether that's a possibility as well.

26  
27 THE COURT: If your written materials cover the waterfront, as  
28 much as I'm happy to hear from you I could also deal with it in written form. The one other  
29 thing I didn't say that I should say is I know that you presented a consent order to Justice  
30 Thomas and he signed it and I know that all of you have agreed that that order should be  
31 signed so it was truly a consent order. But you have to ask yourself a couple of questions  
32 with respect to that order. One is how solid is that order in the sense that it is ex parte vis-  
33 à-vis some potentially interested parties. I would not want to go down the path of spending  
34 another year or two or three years of applications and spending money that's ultimately  
35 coming out of the trust only to find that we have one individual who pops up and says,  
36 well, just hold on a minute now. I was -- I was a band member in 1982, I got married in  
37 1983. I lost my band membership. I was just ready to come back in and lo and behold I had  
38 the rug pulled out from underneath me and I didn't hear about this application before  
39 Justice Thomas. I want that set aside. And you know what, there's -- there's a good  
40 argument to be made that it might be set aside there.

41

1 So you could spend a lot of time and effort going down a path which is premised on a  
2 consent order which could fall and take you right back. Not wanting to alarm anyone but  
3 it did occur to me that you've got people here who -- I mean, one, we've got enough lawyers  
4 here to sink a ship but not all of the interests are properly cared for. Not everyone is  
5 represented here. And I read someplace and I think it's quite appropriate, this is not a truly  
6 adversarial process. This is a problem that we need solved. So it's a problem that needs to  
7 be solved collectively but if we try to do that and we leave out one interested party who  
8 steps up at the end of the day and says not for me and we have to unwind the whole thing,  
9 we haven't advanced the situation very far. So in my mind we need to see if we can't do  
10 this correctly the first time.

11  
12 MS. BONORA: Well, and, Sir, that's why we raised the issue of  
13 the transfer because we didn't want to go through this whole process --  
14

15 THE COURT: Yes.  
16

17 MS. BONORA: -- only to have somebody suggest that the  
18 transfer wasn't proper right from the start.  
19

20 THE COURT: Well, it looks like Justice Thomas said the  
21 transfer is proper but what flows from that I don't know.  
22

23 MS. BONORA: Right.  
24

25 THE COURT: And I wouldn't, as I said earlier, immediately  
26 conclude that what flows from that is that these trust assets are subject to the definition of  
27 beneficiary in the 1985 trust.  
28

29 MS. BONORA: So we'll address the issue of services as well for  
30 you and whether it binds all people, certainly. Okay. So we will try and work out a  
31 schedule. We'll try and find time before you or agree that it will be in writing, and we thank  
32 you very much today. So subject to anything my friends might have to say, I think we're  
33 perhaps concluded for today.  
34

35 THE COURT: Okay.  
36

37 MS. BONORA: So thank you.  
38

39 THE COURT: Good. Anything else? No. Any concerns? No,  
40 okay. All right. So we'll adjourn then and we will resume when we can.  
41



1 MS. BONORA:

Thank you, Sir.

2

3 UNIDENTIFIED SPEAKER:

Thank you, My Lord.

4

5

6

7 PROCEEDINGS ADJOURNED

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**1 Certificate of Record**

2  
3 I, Natalija Varevac, certify that this recording is the record made of the evidence of the  
4 proceedings in Court of Queen's Bench, held in courtroom 517 at Edmonton, Alberta, on  
5 the 25th day of April, 2019, and that I was the court official in charge of the sound recording  
6 machine during these proceedings.  
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1 **Certificate of Transcript**

2  
3 I, Su Zaherie, certify that

4  
5 (a) I transcribed the record, which was recorded by a sound recording machine, to the best  
6 of my skill and ability and the foregoing pages are a complete and accurate transcript  
7 of the contents of the record and

8  
9 (b) the Certificate of record for these proceedings was included orally on the record and is  
10 transcribed in this transcript.

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19 Order Number: AL-JO-1003-0576

20 Dated: April 26, 2019  
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**EXHIBIT “G”**

Action No.: 1103-14112

E-File No.: EVQ19TWINNR

Appeal No.: \_\_\_\_\_

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

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

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

ROLAND TWINN, MARGARET WARD, TRACEY  
SCARLETT, EVERETT JUSTIN TWIN AND DAVID  
MAJESCKI, as Trustees for the 1985 Sawridge Trust

Applicants

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PROCEEDINGS

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Edmonton, Alberta  
September 4, 2019

Transcript Management Services  
Suite 1901-N, 601-5th Street SW  
Calgary, Alberta T2P 5P7

Phone: (403) 297-7392 Fax: (403) 297-7034

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

**DARCY TWIN**

Sworn before me this **24<sup>TH</sup>** day  
of **SEPTEMBER**, 20**19**

.....  
A Commissioner for Oaths in and for Alberta

**MICHAEL R. McKINNEY Q.C.**  
**BARRISTER & SOLICITOR**

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

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September 4, 2019

Morning Session

The Honourable Mr. Justice Henderson

Court of Queen's Bench of Alberta

D.C.E. Bonora

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

M.S. Sestito

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

C. Osualdini

For Catherine Twinn

D.D. Risling

For Catherine Twinn

J.L. Hutchison

For the Office of the Public Trustee

R.J. Faulds, Q.C.

For the Office of the Public Trustee

E.H. Molstad, Esq.

For the Sawridge First Nation

E. Sopko

For the Sawridge First Nation

M. O'Sullivan

Court Clerk

---

## Discussion

THE COURT CLERK:

Order in court. All rise.

THE COURT:

Good morning. Please be seated.

MS. BONORA:

Good morning.

MS. OSUALDINI:

Good morning, My Lord.

MR. FAULDS:

Good morning, My Lord.

THE COURT:

Good morning.

## Submissions by Ms. Bonora

MS. BONORA:

Thank you, My Lord, for seeing us today and  
making the time for us. I'll just do some introductions.

Doris Bonora and Michael Sestito of Dentons on behalf of the Sawridge Trustees.

John Faulds and Janet Hutchison are representing the Office of the Public Trustee and

1 Guardian. Crista Osualdini and Dave Risling are here for Catherine Twinn. And Mr.  
2 Molstad, at Molstad, and Ellery Sopko from Parlee are here on behalf of the Sawridge  
3 First Nation. And while they're not parties or intervenors, I'll be asking to hear -- or to  
4 have you hear them this morning.

5  
6 In terms, we assume you have some limited time this morning, so we've all agreed that  
7 we'd try and limit our submissions to ten minutes, and -- and then you can decide with  
8 respect to Mr. Molstad, but he told me to advise you that he would only be ten minutes as  
9 well.

10  
11 THE COURT: Okay.

12  
13 MS. BONORA: Just a bit of history. We last appeared before  
14 you in April. You gave us some directions about something you wanted to hear about  
15 which was with respect to your concerns around the transfer of assets from the 1982  
16 Sawridge Trust to the 1985 Sawridge Trust. We suggested, and you agreed to adjourn the  
17 application so that we could make further submissions to you on that point, and we also  
18 agreed to try and work out a schedule which, unfortunately, we've not been able to do.

19  
20 We secured the date of November 27th for that application with respect to the transfer.  
21 We did prepare a draft litigation plan and exchanged that with the parties. We have not --  
22 really didn't receive a response to the first draft application plan. In late July, the parties  
23 advised us -- well, for sure Office of the Public Trustee advised us they had concerns over  
24 the procedure and the remedies that were being sought and how we would do the  
25 application, and they're going to address that --

26  
27 THE COURT: Okay.

28  
29 MS. BONORA: -- for you today, and so then we wrote to secure  
30 this date. I think joining in that concern is Catherine Twinn, and they will address that  
31 with you today.

32  
33 We did prepare another draft litigation plan, and I'll just hand that up for reference. We're  
34 hoping to get some direction from you today with respect to getting to -- getting us to  
35 November 27th and making sure that goes ahead.

36  
37 The parties have advised that they think that litigation plan is premature, because they  
38 need some direction on procedure. We thought your direction was clear, but we certainly  
39 understand the other parties' needs to speak to you about that today. And while I think  
40 there's been a bit of a leisurely stroll to getting to today and raising some objections about  
41 the procedure around November 27th, we're sincerely asking you to now push the parties

1 to get to November 27th and have that go ahead --

2

3 THE COURT: Yeah.

4

5 MS. BONORA: -- as you have expressed the last time. This  
6 litigation has been dragging on and we -- and your time, of course, is very precious and  
7 limited in terms of trying to get in front of you. So we're asking you very sincerely to try  
8 and get us to that date so that we can have that application on the transfer of assets.

9

10 With respect to Mr. Molstad, I advised you when I was here last that he had some  
11 concerns about the application and wanted some time to consider it. He is here today. He  
12 will be speaking about becoming an intervenor as -- because, as you know, in the 1982  
13 Trust, the trustees of that Trust are the Sawridge First Nation council, chief and council,  
14 and there is no one, despite all of the lawyers here today, it's -- it would only be Mr.  
15 Molstad and Ms. Sopko who would be representing chief and council. And so in the  
16 event that we've --

17

18 THE COURT: Chief and council from --

19

20 MS. BONORA: Sawridge --

21

22 THE COURT: -- 1982.

23

24 MS. BONORA: That's right. Well --

25

26 THE COURT: Or today --

27

28 MS. BONORA: -- it would be --

29

30 THE COURT: -- or --

31

32 MS. BONORA: Yeah. I think that the Trust would be that it  
33 would be the chief and council, the current chief and council.

34

35 THE COURT: M-hm.

36

37 MS. BONORA: At any given time.

38

39 THE COURT: M-hm.

40

41 MS. BONORA: That's the way I would read the Trust.

- 1  
2 THE COURT: Okay.  
3  
4 MS. BONORA: There was a subsequent order that extended the  
5 length of time for any trustee so there was continuity, but I think that's the way I would  
6 read the Trust, would be --  
7  
8 THE COURT: Okay.  
9  
10 MS. BONORA: -- current chief and council.  
11  
12 The -- in respect of that intervenor application, just in terms of getting to November 27th,  
13 we would ask that if, in fact, there is opposition to that, that it be done in writing. The test  
14 for becoming an intervenor is obviously not very onerous. There just needs to be an  
15 interest in the outcome. So we're hoping that that might be some consensual matter, but  
16 in any event, if that has to be determined by you, then we would ask that it be done in  
17 writing so there doesn't need to be yet another court application.  
18  
19 So my last comment, although I'd ask for time to reply if there's anything I need to say, is  
20 just that we sincerely ask you to help us with getting to November 27th.  
21  
22 THE COURT: Okay.  
23  
24 MS. BONORA: Thank you.  
25  
26 THE COURT: Mr. Faulds?  
27  
28 **Submissions by Mr. Faulds**  
29  
30 MR. FAULDS: Thank you, My Lord. The genesis of this  
31 appearance before you is, of course, the remarks that you made on April the 25th.  
32  
33 THE COURT: Right.  
34  
35 MR. FAULDS: And in the subsequent discussions between the  
36 parties it became clear that the implications of what Your Lordship had said were not --  
37 there wasn't necessarily consensus on what those implications were and nor was there  
38 agreement on what the procedural way forward was and, as a result of that, we asked our  
39 friends if they could arrange this hearing and we're grateful to them for doing so.  
40  
41 THE COURT: M-hm.

1  
2 MR. FAULDS: Just by way of very brief background, the role of  
3 the Office of the Public Guardian and Trustee is, of course, to protect the interests of  
4 minor beneficiaries who are beneficiaries under the 1985 Trust and its definition of who  
5 its beneficiaries are. A reversion to the kind of definition in the 1982 Trust, as was  
6 referred to in our brief for April 25, would result in a number of those individuals losing  
7 their status as beneficiaries and having an interest in the Trust, because while they fall  
8 under the definition of beneficiaries in 1985 in that they would be members of the band if  
9 the 19 -- if the 1982 *Indian Act* was still in effect, they are -- would not be beneficiaries  
10 under the current definition.

11  
12 So the --

13  
14 THE COURT: Yeah, I'm not -- I'm not sure I follow that or  
15 accept it, but you -- you could well be right, but I would have thought that the breadth of  
16 the definition in 1982 is broader than 1985. I -- you -- you know more about it than I, so  
17 I'm --

18  
19 MR. FAULDS: In certain respects it is, My Lord.

20  
21 THE COURT: Yeah.

22  
23 MR. FAULDS: But remember the 1985 definition is  
24 beneficiaries are persons who would be entitled to membership in the band under the  
25 provisions of the *Act* as it read on April the 15th, 1982.

26  
27 THE COURT: Yes?

28  
29 MR. FAULDS: The way in which membership is determined  
30 has changed very dramatically --

31  
32 THE COURT: Okay.

33  
34 MR. FAULDS: -- since that day, and persons who would have  
35 qualified in 1982 and who are beneficiaries on that basis --

36  
37 THE COURT: Okay.

38  
39 MR. FAULDS: -- are no longer beneficiaries if we revert to the  
40 1982 definition which requires actual membership in the band.

41



6

1 THE COURT: So --  
2  
3 MR. FAULDS: So this is --  
4  
5 THE COURT: -- this is -- this is a more complex issue than I  
6 would have thought.  
7  
8 MR. FAULDS: Yeah.  
9  
10 THE COURT: Not surprisingly, but --  
11  
12 MR. FAULDS: And that --  
13  
14 THE COURT: So if you have -- if you have the band  
15 membership ebbing and flowing at the discretion of what? Council or --  
16  
17 MR. FAULDS: Yes.  
18  
19 THE COURT: -- someone?  
20  
21 MR. FAULDS: Yes.  
22  
23 THE COURT: You can take -- add or remove beneficiaries  
24 from the Trust, is that what you're telling me?  
25  
26 MR. FAULDS: Well, what I'm -- what I'm saying is that the  
27 1982 definition requires actual membership in the band.  
28  
29 THE COURT: M-hm.  
30  
31 MR. FAULDS: And that actual membership in the band is  
32 currently determined by -- by the band itself.  
33  
34 THE COURT: Okay.  
35  
36 MR. FAULDS: Pursuant -- pursuant to the rules.  
37  
38 THE COURT: So --  
39  
40 MR. FAULDS: So there's a --  
41

1 THE COURT: -- I -- I accept that there are implications.  
2  
3 MR. FAULDS: Yeah.  
4  
5 THE COURT: And I --  
6  
7 MR. FAULDS: And -- and --  
8  
9 THE COURT: And I knew there would be when I made my  
10 comments. And when I was making my comments, as I -- as I tried to make clear, it was  
11 -- it was a concern I was expressing, and I wasn't able to work it out on my own and I  
12 need to hear from you on that.  
13  
14 MR. FAULDS: Yes, and --  
15  
16 THE COURT: Hear from all of you on that.  
17  
18 MR. FAULDS: Yes.  
19  
20 THE COURT: It's a concern.  
21  
22 MR. FAULDS: And that -- and I -- and I raise that point, My  
23 Lord, just to say this is a matter of grave concern --  
24  
25 THE COURT: Sure.  
26  
27 MR. FAULDS: -- to the OPGT because of that.  
28  
29 THE COURT: Okay.  
30  
31 MR. FAULDS: The second thing --  
32  
33 THE COURT: Well, we're -- we're not going to deal with it  
34 lightly, I can tell you that.  
35  
36 MR. FAULDS: Yes. The second thing is that -- that there has  
37 been, throughout the history of these proceedings, a certain lack of procedural clarity at  
38 times which has caused problems, and we are anxious not to replicate that --  
39  
40 THE COURT: Right.  
41

- 1 MR. FAULDS: -- in these circumstances.  
2
- 3 THE COURT: Yeah.  
4
- 5 MR. FAULDS: And therefore when, as my friend correctly  
6 points out, we were unable to agree with the litigation plan that was presented, it was  
7 because we felt we needed further direction on exactly what we were litigating, and how,  
8 and with who.  
9
- 10 THE COURT: M-hm.  
11
- 12 MR. FAULDS: And that's why again we thought further  
13 direction --  
14
- 15 THE COURT: M-hm.  
16
- 17 MR. FAULDS: -- was required.  
18
- 19 So that brings us really to what -- what we're looking for for some further direction on  
20 today, and that is this. In Your Lordship's comments on April 25th, you raised questions  
21 which -- which concern both the validity of the Consent Order which was entered into in  
22 August, of 2016.  
23
- 24 THE COURT: Yeah.  
25
- 26 MR. FAULDS: And the meaning of that Order.  
27
- 28 THE COURT: Well, the consequence, what -- what flows from  
29 that Order.  
30
- 31 MR. FAULDS: Exactly.  
32
- 33 THE COURT: Yeah.  
34
- 35 MR. FAULDS: Exactly. And we wanted to note that in the four  
36 and a half months since Your Lordship made those observations, no one has -- no party  
37 has stepped forward and brought any kind of application to challenge or --  
38
- 39 THE COURT: M-hm.  
40
- 41 MR. FAULDS: -- you know, to set aside or vary in any way --

1  
2 THE COURT: Yeah.  
3  
4 MR. FAULDS: -- that order, and no interested or concerned  
5 nonparty has done so either and, therefore, it seemed to us that on the face of it, that order  
6 stands, and that the issues which are determined by that order are *res judicata* and that we  
7 should not be, when we come back in front of you on -- in November, be arguing about  
8 the validity of the litigants or rearguing -- or rearguing what led to that Order, because  
9 that's been decided.  
10  
11 THE COURT: Sure. But what hasn't been decided is what  
12 flows from that.  
13  
14 MR. FAULDS: Right. And so that is -- and we wanted to see if,  
15 in fact -- or we wanted to be sure that the parties were proceeding on some sort of  
16 common understanding of what was going to happen in November 27th and what was --  
17  
18 THE COURT: Okay.  
19  
20 MR. FAULDS: -- on the table, because, of course --  
21  
22 THE COURT: Right.  
23  
24 MR. FAULDS: -- you know, the proposed litigation plan has  
25 opportunities for filing new affidavits and documents and records, all that kind of thing.  
26  
27 THE COURT: M-hm.  
28  
29 MR. FAULDS: And we were concerned that those -- that that  
30 not be used to, in effect, relitigate what's already decided.  
31  
32 THE COURT: Well, there wasn't much litigation involved in  
33 that 2016 Order. It was a Consent Order.  
34  
35 MR. FAULDS: That --  
36  
37 THE COURT: So we have not wasted a lot of energy on that.  
38  
39 MR. FAULDS: Well, it is true, My Lord, but the order was  
40 supported by a brief.  
41

10

- 1 THE COURT: Yeah, I read the brief.  
2
- 3 MR. FAULDS: Which -- so it was not -- it was not a bare order,  
4 and it was preceded by a great deal of negotiation.  
5
- 6 THE COURT: M-hm. Yeah. Okay.  
7
- 8 MR. FAULDS: And had a great deal of litigation.  
9
- 10 THE COURT: Okay.  
11
- 12 MR. FAULDS: So it was not a -- it was not lightly arrived at.  
13
- 14 So that's that -- but that's the issue that we're concerned about. What is it exactly that we  
15 should be addressing when we come back before you?  
16
- 17 THE COURT: M-hm.  
18
- 19 MR. FAULDS: And our view is, quite simply, the Order is what  
20 it is, says what it says. In our view, it settles two questions. It settles the fact of the  
21 transfer, that the assets were, in fact, transferred.  
22
- 23 THE COURT:  
24
- 25 MR. FAULDS: And it settles the authority of 1982 Trustees to  
26 make that transfer.  
27
- 28 THE COURT: H-mm.  
29
- 30 MR. FAULDS: Under the terms of the -- under the terms of the  
31 Trust, because that was the subject of the brief that was presented to --  
32
- 33 THE COURT: Okay.  
34
- 35 MR. FAULDS: -- to the Court.  
36
- 37 THE COURT: Well, okay.  
38
- 39 MR. FAULDS: But that -- so we seek that kind of direction  
40 from Your Lordship so that we don't go off in very widely divergent directions --  
41

1 THE COURT:

M-hm.

2

3 MR. FAULDS:

-- in terms of what we're putting in front of you

4 --

5

6 THE COURT:

M-hm.

7

8 MR. FAULDS:

-- in November. And then the last point I just

9 simply wanted to make is we -- we understand Mr. Molstad will wish to be heard and will

10 be bringing some kind of application to participate, and we -- and we haven't seen an

11 application from him so we can't say specifically what our view is, but the one thing we

12 do want to say is the Sawridge First Nation was the engineer of the transfer, and if they

13 are to participate in these proceedings and if there are substantive issues which remain to

14 be resolved --

15

16 THE COURT:

M-hm.

17

18 MR. FAULDS:

-- we think the terms of such participation

19 should include some kind of obligation, production obligation in relation to those

20 substantive matters. Those are my submissions.

21

22 **Submissions by Ms. Osualdini**

23

24 MS. OSUALDINI:

Good morning, My Lord. Osualdini, first initial

25 C. As my friend indicated, we act for Catherine Twinn. She's a former trustee of the

26 1985 Trust. She's continued her party status in this application as though she were a

27 trustee, and carries forward those concerns.

28

29 I echo my friend Mr. Faulds' concerns about the implications of a reversion back to the

30 terms of the 1982 Trust deed. We're aware of many individuals who would be adversely

31 affected and then lose their status as a beneficiary. One of those individuals is actually in

32 the courtroom today, Shelby Twinn. She's an example of an individual who currently

33 qualifies as a beneficiary under the 1985 terms, but is not a member of the First Nation.

34 So she is a practical example of someone who would be affected.

35

36 Sir, we think it might be helpful to reiterate to the Court the party's understanding of the

37 consent order that was entered into in 2016, or at least our understanding. We agree with

38 Mr. Faulds' submissions in terms of procedural clarity. It's very important to our client, as

39 was reiterated by the Court of Appeal in regards to some of the procedural issues that

40 have plagued this litigation, that there be clarity as to what the parties are arguing and

41 what issues are before the Court in this matter.



1  
2 So in terms of the 2016 order that Your Lordship has raised query with, your email of  
3 April 25th, 2019, that initially flagged this matter for the parties, asked the parties to  
4 consider the terms of the consent order and what impact the order has on the Trust. And,  
5 Sir, today we can advise the Court that our understanding of the scope of the order is that  
6 it approved the irrevocable transfer of assets from the 1982 Trust to the trustees of the  
7 1985 Trust to be held pursuant to the terms of the 1985 Trust, and we have not heard any  
8 of the parties to this application suggest otherwise. And we do note that in the affidavit of  
9 the trustees, of their representative, Paul Bujold, that was before the Court on that  
10 application, it expressly says so at paragraph 25 of that affidavit, that what the trustees  
11 were seeking is confirmation that the transferred assets are held in trust for the benefit of  
12 the beneficiaries in the 1985 Trust.

13  
14 So from our perspective, Sir, none of the parties -- or all of the parties appear to be on the  
15 same page in terms of what flows, or what the intention of that 2016 Order was.

16  
17 THE COURT: M-hm. I guess you'd have to look at the express  
18 terms of the Order, what does it actually say, and I don't have it here with me today, but --  
19 so I hear you at this time. The best I can do is I hear you.

20  
21 MS. OSUALDINI: Yeah, but --

22  
23 THE COURT: I know that's your position.

24  
25 MS. OSUALDINI: Yeah, and we would just bring that to the  
26 Court's attention --

27  
28 THE COURT: Sure. Yeah.

29  
30 MS. OSUALDINI: -- which is partly, in part, why we seek  
31 procedural clarity --

32  
33 THE COURT: Yeah.

34  
35 MS. OSUALDINI: -- as to what the Court is seeking.

36  
37 THE COURT: Yeah.

38  
39 MS. OSUALDINI: And we query whether the Court is seeking an  
40 application to determine the scope of the 2016 Order before we move forward with other  
41 matters.

1  
2 THE COURT:

Well, it seems to me that that is the foundation of what we are going to be doing with these assets, these Trust assets. That's a foundational issue. You need to get that dealt with immediately. You may all agree that it's adequately dealt with and you -- I -- but I need to hear from you on that. I -- as I tried to explain last time, I just look at that 2016 Order and to me it doesn't do it, but I'm totally happy to hear from you. And you may persuade me that that was a stamp of approval of the transfer of the assets and a change of beneficiaries from 1982 to 1985. Maybe you can persuade me of that, and as I tried to indicate last time, every one of you knows much, much more about this than I do. I'm just coming in expressing concerns that I saw when I initially looked at it.

12  
13 If it was as easy to change the terms of the Trust as to go ahead and do what was done  
14 between 1985 and 1985, why don't you just go ahead and do that very same thing again  
15 and see how far it gets you. I -- it's -- it strikes me as being a pivotal issue, and we need  
16 get that sorted out. Is -- does the -- does the 2016 Order mean that the monies or the  
17 assets are transferred from 1982 to 1985 and that those assets are then to be administered  
18 under the terms of the 1985 Trust for the benefit of those beneficiaries as described in the  
19 1985, or are the 1985 Trustees holding the assets in some form, and I use the term loosely,  
20 so I -- without meaning to ascribe any legal definition to it, are they holding it by way of  
21 constructive trust for the beneficiaries as defined in the 1982 Trust? It may be -- it may  
22 be that it's completely clear. Mr. Faulds seems to indicate that it is, and he could well be  
23 right, but as I look at it superficially, I don't see it, but I intend to look at it in great detail.

24  
25 So that's where I'm at, and that seems to me to be the core issue that's troubling me at the  
26 moment, and it's an issue that we need to sort out before we go any further down the path.  
27 This litigation's been going on for a long, long time, and it seems to me that that was an  
28 issue that probably should have been dealt with years and years ago, and it may have been  
29 dealt with in 2016. It may have been.

30  
31 So I don't know that I'm saying anything more than I did on April 25th, but I have that  
32 concern. It's a foundational concern. If we can't get by that hurdle, we've got a major  
33 problem. If we get by it, then we can go ahead and talk about what we can do to  
34 potentially amend the 1985 Trust, but it --

35  
36 MS. OSUALDINI:

And, Sir, from a procedural perspective --

37  
38 THE COURT:

Yeah?

39  
40 MS. OSUALDINI:

-- my understanding is none of the parties to this  
41 litigation have brought an application challenging the terms upon which the assets are

1 held. So I think that's an area that we could use procedural clarity on, is what --

2  
3 THE COURT:

Well, you can go ahead and continue with the application that is currently before me, that is whether or not the 1985 Trust terms should be modified so as to change the beneficiary, definition of beneficiaries, but as I tried to explain last time, one of the things that's -- if I can't satisfy this foundational problem, one of the options available to me is to say I'm not going to do anything to modify the definition of beneficiary in the 1985 Trust terms, because there are no Trust assets held for the benefit of the 1985 beneficiaries. They're being held for the benefit of 1982 beneficiaries. That's the Trust terms that we need to be dealing with. That's one of the options that's available. So unless we deal with this foundational issue, I'm not going to be able to carry forward and give you a meaningful answer in relation to the modification of the 1985 Trust terms.

14  
15 MS. OSUALDINI:

Sir, I hear you describing what perhaps is a mootness issue, whether the issue is moot, but I would draw the Court's -- the Court's attention that the assets of the 1985 Trust are not only comprised of these transferred assets. Mr. Bujold's affidavit speaks to there being other assets transferred --

19  
20 THE COURT:

Okay.

21  
22 MS. OSUALDINI:

-- after the fact. So it's not a mootness issue.

23  
24 THE COURT:

Transferred from where?

25  
26 MS. OSUALDINI:

It doesn't indicate, but it does say that there's other assets. So I guess in terms of procedural clarity, is there an application that needs to occur on this transfer issue prior to getting to the jurisdiction issue?

29  
30 THE COURT:

Well, I -- you know, I'm not sure. We could probably deal with both of them at the same time, but at some point I need that argument and I'm going to -- I'll give you a decision on it.

33  
34 MS. OSUALDINI:

And then some other issues may arise out of this, My Lord, in terms of beneficiary participation, because this has now really changed the complexion of what the jurisdiction application was initially thought to be when those submissions were made, because for individuals like Shelby Twinn --

38  
39 THE COURT:

Yeah.

40  
41 MS. OSUALDINI:

-- this could be a life changing --

1  
2 THE COURT:

Yeah, sure.

3  
4 MS. OSUALDINI:

-- decision for her. Presently the beneficiaries are not represented by counsel, so this may, in terms as -- as we're talking about litigation plans, involve an issue where these beneficiaries require participation and some rights to be heard on this.

8  
9 And then I guess in term -- you know, in terms of Mr. Molstad's participation, there isn't an application before us, so it would be very preliminary to comment on his involvement, but there may be other applications that need to flow if the First Nation becomes involved. We do note to the Court that the Chief of the First Nation is also a trustee which will likely create some issues if they're taking an adverse position to the beneficiaries of the 1985 Trust.

15  
16 THE COURT:

Okay. Mr. Molstad?

17  
18 **Submissions by Mr. Molstad**

19  
20 MR. MOLSTAD:

Thank you, Mr. Justice Henderson.

21  
22 We represent the Sawridge First Nation, instructed by council of the Sawridge First  
23 Nation as they exist today, and on August 29th of this year we sent a letter to all legal  
24 counsel that are before the Court advising that the Sawridge First Nation will be applying  
25 to intervene in the jurisdiction application scheduled for November 27th.

26  
27 We have a copy of that letter and we have not produced it, but we're prepared to produce  
28 it. But we advised counsel in that letter that the position that the Sawridge First Nation  
29 would be advancing would be that if the Consent Order of August 24th, 2016, stands, the  
30 assets in the 1985 Trust must remain subject to the terms of the 1982 Trust which  
31 prohibits their use for anyone other than the present and future members of the Sawridge  
32 First Nation. We also advised them that, in the alternative, we would be advancing the  
33 position that if the Consent Order stands, any jurisdiction to amend the beneficiary  
34 definition in the 1985 Trust is restricted to making it consistent with the beneficiary  
35 definition in the 1982 Trust which, as you know, is for the members of the Sawridge First  
36 Nation. And in the alternative, in the further alternative, we advised that if the Consent  
37 Order is not valid and does not bind the Sawridge First Nation, then the Court should  
38 order that there was no effective transfer of the assets and that those assets remain in the  
39 1982 Trust.

40  
41 We would propose that, subject to the Court's direction, that the application to intervene

1 that we file be heard, be made in writing and be heard on that basis. We've asked counsel  
2 if they would be prepared to consent, but in light of the short notice, we understand that  
3 they would want to see the application before they provide us with a response.  
4

5 And I would just add that I know Mr. Faulds has advised you of his view in terms of the  
6 definition of beneficiary under the 1985 Trust. I can tell you that we don't agree with that,  
7 but that's a matter that you'll be addressing in the future in terms of the respective  
8 positions of the parties.  
9

10 So we will be making an application to intervene, and we would appreciate your direction  
11 as to whether that application should be dealt with in writing.  
12

13 THE COURT: Well, Mr. Molstad, what about the issue of  
14 conflict that your friend has raised? If it is the case, and I know you may not agree with  
15 this, but if it is the case that there are some beneficiaries of the 1985 Trust who would  
16 lose their status if the assets are held subject to the terms of the 1982 Trust, do you, acting  
17 on behalf of the band, have a conflict with respect to those people, or not?  
18

19 MR. MOLSTAD: Well, we're talking about people that are or not  
20 members, and we're talking about --  
21

22 THE COURT: Well, I'm hearing Mr. Faulds say, and this is  
23 new to me so I'm not --  
24

25 MR. MOLSTAD: Right.  
26

27 THE COURT: -- not really totally understanding, but in broad  
28 terms he's saying if these assets are held subject to the terms of the 1982 Trust for people  
29 who are currently beneficiaries under the definition of the 1985 Trust who will lose that  
30 status --  
31

32 MR. MOLSTAD: And --  
33

34 THE COURT: -- those people -- those people's rights are being  
35 affected by what we're doing here today or what we will likely do in November.  
36

37 MR. MOLSTAD: Yeah. And what I -- what I can --  
38

39 THE COURT: You know, do --  
40

41 MR. MOLSTAD: Yeah.



- 1  
2 THE COURT: -- do they need representation and --  
3  
4 MR. MOLSTAD: What I can tell you is that generally speaking,  
5 and I'd have to get instructions, the Sawridge First Nation takes the position that there are  
6 some who should be grandfathered in terms of continuing to be beneficiaries, but I would  
7 have to get specific instructions in terms of who.  
8  
9 THE COURT: Okay.  
10  
11 MR. MOLSTAD: And when they would, in fact, qualify for that  
12 grandfather, but the Sawridge First Nation does not take the position that the beneficiaries  
13 of the 1985 Trust will continue to grow, notwithstanding they're not members of the  
14 Sawridge First Nation.  
15  
16 THE COURT: Okay.  
17  
18 MR. MOLSTAD: Thank you, Sir.  
19  
20 THE COURT: Mr. Faulds?  
21  
22 **Discussion**  
23  
24 MS. BONORA: Sir, I wonder if I might just address the last --  
25  
26 THE COURT: Sure.  
27  
28 MS. BONORA: -- comment? In respect of those beneficiaries  
29 that are not -- that may not be beneficiaries under 1982, that's exactly true in terms of  
30 what Mr. Faulds has said. I think there's sort of a Venn diagram of people who are  
31 members, nonmembers and where they fit in terms of beneficiaries. So there is a group of  
32 people who would not be members and, thus, not -- as we read it, potentially not  
33 beneficiaries under the 1982 Trust.  
34  
35 In terms of who represents them or who speaks on their behalf, we have always taken the  
36 position that as trustees of the 1985 Trust, we represent those people and we are speaking  
37 on their behalf. You've obviously heard Ms. Osualdini speak eloquently about the fact  
38 that she's very concerned about Shelby Twinn. The OPGT has concerns about those  
39 people. So I think all of those beneficiaries --  
40  
41 THE COURT: Okay.



1  
2 MS. BONORA: -- who might be left behind, are -- have a voice  
3 --  
4  
5 THE COURT: Someone is speaking for them.  
6  
7 MS. BONORA: -- at this table. In addition, in the litigation  
8 plan, to address another concern of Ms. Osualdini's, number 9 has the participation of  
9 beneficiaries or potential beneficiaries to file written submissions not to exceed five pages  
10 in respect of any position they want to put forward, and we have had that in litigation  
11 plans before and they have filed materials. So there is an opportunity --  
12  
13 THE COURT: Yeah.  
14  
15 MS. BONORA: -- for their participation in respect of that.  
16  
17 The other issue on the conflict, my understanding is the Chief has been very concerned  
18 about his role as Chief and as Trustee, has sought counsel in respect of when he should  
19 act and has been very careful not to be involved in the issue on both sides of that table.  
20 That's my understanding.  
21  
22 So then finally I guess in reply, we're asking that you approve our litigation plan so that  
23 we can move forward, and use your comments that you made on April 25th and today in  
24 respect of the issues that are before the Court.  
25  
26 THE COURT: I guess that step 1 is to determine whether or not  
27 Mr. Molstad's application can be made in writing. Does anyone have any issue with  
28 respect to that? Can that be dealt with in writing, or do we need a hearing on that?  
29  
30 MR. FAULDS: I think the -- from the -- from the position of the  
31 OPGT, the primary issue is what are the terms of that going to be?  
32  
33 THE COURT: You want some disclosure.  
34  
35 MR. FAULDS: Yeah, exactly.  
36  
37 THE COURT: Disclosure vis-a-vis what?  
38  
39 MR. FAULDS: Disclosure vis-a-vis whatever the issues are that  
40 are --  
41

- 1 THE COURT: Okay. Well, we're going to come around to, I  
2 think, clearly defining what issue we're going to be dealing with --  
3
- 4 MR. FAULDS: Right.  
5
- 6 THE COURT: -- on --  
7
- 8 MR. FAULDS: Yes.  
9
- 10 THE COURT: -- November 27th, or whatever day has been  
11 booked.  
12
- 13 MR. FAULDS: Just --  
14
- 15 THE COURT: November 27th.  
16
- 17 MR. FAULDS: Just so Your Lordship understands, the Consent  
18 Order of 2016 was preceded by an enormous amount of argument concerning potential  
19 production by the First Nation. That got short circuited when the parties all con -- agreed  
20 to --  
21
- 22 THE COURT: Okay. All right.  
23
- 24 MR. FAULDS: -- consent to the terms of that order, and we  
25 never finished that -- finished that up. So that's been kind a kind of an issue that's been  
26 under the surface for quite a while.  
27
- 28 MS. BONORA: Sorry, Mr. Faulds, I -- I appreciate you haven't  
29 been involved, but there was an extensive application on production of records, so it  
30 wasn't short circuited by this order. That application was made by the Public Trustee, so  
31 --  
32
- 33 MS. HUTCHISON: With respect, Sir, the 513 application about  
34 assets was withdrawn on the basis of this consent order being negotiated.  
35
- 36 MR. FAULDS: That's what I meant by short circuited.  
37
- 38 MS. BONORA: That is not my recollection, but in any event, I'm  
39 just going to hand you the Consent Order in case you want to take a look. I mean, the -- I  
40 think it's important to know that, certainly I agree with Mr. Faulds, that an extensive  
41 amount of negotiation in respect of that order, especially with respect to --

- 1  
2 MR. FAULDS: Yeah.  
3
- 4 MS. BONORA: -- leaving open certain issues. So if you see the  
5 whole issue around the accounting with respect to the assets being transferred in, so  
6 there's no question we were trying to get an approval of the transfer, but I think it's  
7 important that the Court is aware in looking exactly at that order, that it wasn't just a  
8 simple order saying the transfer is done; that the parties were very concerned about  
9 leaving open the whole question around accounting, and that, of course, can leave open  
10 many issues. So I just want to make sure that that was -- that everyone was aware of that.  
11 In any event, those are my submissions.  
12
- 13 MR. FAULDS: And, My Lord, if I -- if I might just conclude the  
14 remark I was making, and I appreciate Mr. Bonora's comment. The other thing relating to  
15 Mr. Molstad's application is this. He indicated when he set out the various kind of suite  
16 of possible arguments or positions that would be advanced, one of them, as I heard him  
17 describe it, was that the transfer of assets from the 1982 to the 1985 Trust be, in effect, I  
18 don't know if he used the word vacated or not to -- to be null or something of that sort, as I  
19 -- as I understood it, that would fly in the face of the order which has been consented to  
20 and which stands and would involve an application of a nature that's, you know --  
21
- 22 THE COURT: Well, I think -- I mean, I heard Mr. Molstad, but  
23 the practical reality is we have an Order of the court which has not been subject to appeal.  
24 No one has applied to set it aside. The Order is there and there's nothing I can do about it  
25 other than look at the Order and try to determine what consequences flow from it. When  
26 the Order says that the transfer of assets from 1985 to 1982 is approved, it's approved, so  
27 the assets are here to there. On what terms are those assets then being held?  
28
- 29 MR. FAULDS: Right.  
30
- 31 THE COURT: Are they being held subject to 1985 or subject to  
32 1982? That's the issue for me.  
33
- 34 MR. FAULDS: And I appreciate Your Lordship's setting that  
35 out clearly. My concern was that if Mr. Molstad seeks the kind of relief to which he  
36 referred, that might actually involve an application to set aside the Order.  
37
- 38 THE COURT: Well, when -- if there's an application, I will  
39 deal with it. Right now there's no application.  
40
- 41 MR. FAULDS: Right, and --

1  
2 THE COURT: He's, as I understand it, seeking status to  
3 intervene on the jurisdictional issue which has, as part of it, the issue I raise that -- and  
4 that that relates to the transfer of assets from 1982 to 1985.  
5  
6 MR. FAULDS: In the circumstances, My Lord, I think the  
7 OPGT would prefer not to commit itself to any particular approach until we've seen Mr.  
8 Molstad's intervention --  
9  
10 THE COURT: Okay.  
11  
12 MR. FAULDS: -- application and know its scope.  
13  
14 THE COURT: Okay. Well, listen. That -- when can you file  
15 your application, Mr. Molstad?  
16  
17 MR. MOLSTAD: The -- I believe the litigation plan provides for it  
18 to be filed by September 27th.  
19  
20 THE COURT: And is that with a brief?  
21  
22 MR. MOLSTAD: Well, that would be with a motion and an  
23 affidavit in support.  
24  
25 THE COURT: Okay. Well, I think Mr. Faulds needs to have  
26 something more substantial from you to explain why you think you're entitled to  
27 intervene.  
28  
29 MR. MOLSTAD: Well, we can -- we can include the brief at that  
30 time.  
31  
32 THE COURT: That wouldn't be a very lengthy brief, it seems  
33 to me.  
34  
35 MR. MOLSTAD: Sure.  
36  
37 THE COURT: And then he would be able to tell you whether  
38 he -- we need a hearing --  
39  
40 MR. MOLSTAD: Right.  
41

- 1 THE COURT: -- on the issue.  
2
- 3 MR. MOLSTAD: We'll file the motion, the affidavit and the briefs  
4 --  
5
- 6 THE COURT: Okay.  
7
- 8 MR. MOLSTAD: -- on the 27th.  
9
- 10 THE COURT: Good. And then say a week later any of the  
11 parties can let me know whether or not you need an oral hearing on that, and if you need  
12 an oral hearing, we'll deal one -- deal with it in mid-October some time. It's -- it will be a  
13 short hearing, I'm thinking. So you can contact my assistant and say you need a time at  
14 8:45 one morning, knowing that I will be gone by 10. So the 15th or 16th or 17th or 18th  
15 of October, if need be, but if you all agree that we can deal with it in writing, I'll just give  
16 you a response. Okay?  
17
- 18 MR. FAULDS: That would certainly be agreeable.  
19
- 20 THE COURT: Good. So that the second major issue that we've  
21 got to deal with today is defining with precision what it is we're going to do on November  
22 27th, and really there are two options. One is whether we're going to deal with a whole  
23 suite of issues relating to the jurisdictional question, or whether we're going to target this  
24 one issue. Those are -- those are the two options.  
25
- 26 So the first option is to deal with it narrowly. The question that would be put, presumably  
27 someone would file a motion, and I don't know, the Trustees perhaps would file a motion  
28 to have the issue of the meaning and consequences that flow from Justice Thomas' order  
29 of August 24th, 2016, specifically with respect to whether or not after the transfer of  
30 assets to the 1985 Trust, those assets are being held subject to the terms of the 1985 Trust,  
31 or whether they're being held subject to the terms of the 1982 Trust.  
32
- 33 MS. BONORA: Sir, we'll take that on to file a motion in respect  
34 of those questions to be answered.  
35
- 36 THE COURT: So that's the first option. The second option is  
37 we try to deal with that, as well as everything else that we had originally planned to deal  
38 with, and then if -- now, I can tell you this before you make submissions on that. If you  
39 were to phone down today to book a time, January and February and March, the calender  
40 hasn't been set for that, so you could jump the cue by booking a date in January. So you  
41 could -- you -- we could deal with a narrow issue on November 27th, and you could come



1 back fairly quickly to deal with the jurisdictional issue once I've given a decision with  
2 respect to what I would describe as the fundamental problem I've been having.

3  
4 MR. FAULDS: Might I -- might I suggest, My Lord, that  
5 dealing with the -- with the narrow issues you've described with the motion which my  
6 friends will file, it would seem to be perhaps more logical since, depending on the  
7 outcome of that motion, the jurisdiction -- what we are arguing about on jurisdiction may  
8 or may not be there. And so I -- I'd submit that doing it sequentially, and hopefully in  
9 short order, would be the -- would be the preferable course.

10  
11 THE COURT: Well, as I say, we're -- the timing is good,  
12 because the spring schedule hasn't been set. So if you -- if you were to book a day in the  
13 next few days, there would be no problem getting a quick -- and you could book a full  
14 day.

15  
16 MS. BONORA: We agree to the sequential, as well. We think  
17 that's the appropriate way to deal with things.

18  
19 THE COURT: Mr. Molstad? Yeah, I know you're not a party  
20 to this --

21  
22 MR. MOLSTAD: We -- yeah, we're not a party.

23  
24 THE COURT: -- just yet, but --

25  
26 MR. MOLSTAD: But we would agree with that too, Sir.

27  
28 MS. OSUALDINI: And, Sir, we also agree with it being dealt with  
29 sequentially.

30  
31 THE COURT: Okay.

32  
33 MS. OSUALDINI: I should also draw to the Court's attention, now  
34 that we have more clarity in terms of what we're arguing in November is that we  
35 potentially have a relevant witness, Maurice Cullity, who was the lawyer behind the  
36 drafting who might be available to give *viva voce* evidence on the matter, because if the  
37 Court's looking at --

38  
39 THE COURT: Well, I'm just wondering how that evidence  
40 would be relevant in terms of the issue that I'm trying to deal with.

41



1 MS. OSUALDINI: Well, my understanding, sir, of the direction is  
2 that first we'll be analyzing whether the issue was dealt with by the 2016 order.  
3

4 THE COURT: Right.  
5

6 MS. OSUALDINI: And if it's not dealt with by the two-six -- the  
7 2016 order, then -- then how are the assets being held? So the architect of the transfer, the  
8 lawyer behind it may have additional information as to the intention and how the matter  
9 was structured.  
10

11 THE COURT: Yeah, he might have some information.  
12 Whether that's admissible or not I guess is another question, but --  
13

14 MS. OSUALDINI: But we just draw that -- for now we just draw  
15 that to the Court's attention, that there may be an application for *viva voce* evidence.  
16

17 THE COURT: Do we have a full day booked for November  
18 27th?  
19

20 MS. BONORA: No, just an afternoon, Sir.  
21

22 THE COURT: Okay.  
23

24 MS. BONORA: I wonder if it has to be *viva voce*? I mean, then  
25 we have to have some kind of -- we can't just have a surprise witness with not knowing  
26 what he's going to say. I wonder if that's absolutely necessary and relevant, whether it can  
27 be done by affidavit so that we can have questioning before? And it can be done -- most  
28 of the evidence in this whole matter has been done by affidavit evidence. I'm not sure  
29 why it would be necessary. It's not going to be a credibility issue, I'm guessing. So if it's  
30 informational, it could be done by affidavit.  
31

32 THE COURT: Well, we are not going to be having time for  
33 *viva voce* evidence if we have half a day booked for November 27th. That just isn't  
34 feasible. Is there a problem doing it by way of affidavit?  
35

36 MS. OSUALDINI: Sir, the problem is is Mr. Cullity is likely the  
37 Trustee's witness, because he was an advisor to the Trustees. So I imagine he'd probably  
38 have confidentiality or privilege concerns with providing an affidavit to an -- at this point  
39 in time, a non-Trustee. So perhaps the only way for my client to be able to obtain his  
40 evidence is to have him directed to give *viva voce* evidence, because the Trustees are  
41 certainly able to talk with him and gain information from him. We could perhaps deal

1 with it by way of affidavit if we had consent of the Trustees to allow him to speak freely  
2 to our client about -- about what occurred on the transfer.

3  
4 THE COURT: Mr. Molstad?

5  
6 MR. MOLSTAD: Oh, I don't -- I'm sorry. I was just speaking to  
7 my friend --

8  
9 THE COURT: M-hm.

10  
11 MR. MOLSTAD: -- that the Trustees may want to speak to Mr.  
12 Cullity.

13  
14 THE COURT: Yeah.

15  
16 MS. BONORA: Yeah, this is surprise to us. We're -- I -- so I  
17 don't have -- I really can't say. I don't know that the *viva voce* evidence releases him from  
18 his obligations to solicitor-client privilege. So I'm not sure what the difference would be,  
19 but I certainly can't you give you my decision on that now. I don't think he's a relevant  
20 witness to the issue you've addressed at this point, but I can certainly consider it and  
21 speak to my friend in terms of what she thinks would be important for him to testify to.

22  
23 THE COURT: Well, listen. Why don't -- why don't I leave that  
24 issue with you and if you can't sort it out, get right back to me.

25  
26 MS. BONORA: Thank you, Sir.

27  
28 THE COURT: And we'll find time to see you.

29  
30 MS. BONORA: Thank you, Sir.

31  
32 MR. FAULDS: In a way, My Lord, the question is whether the  
33 -- whether evidence about what the parties thought they were doing in 1985 is now  
34 relevant to the interpretation of the order that approved what they did in 1985.

35  
36 THE COURT: M-hm. Yeah. I -- yeah, and I hear you, yeah,  
37 but if someone wants to put forward evidence, they're entitled to make submissions as to  
38 whether or not they should do that, and I'll make a ruling as to whether or not that  
39 evidence is admissible.

40  
41 But so the best we can do on that is to leave that in the air. If you can sort it out in the

1 next week or two, good. If you can't sort it out, come back and see me at 8:45 one  
2 morning and we'll deal with that discrete issue, but in the -- in the interim, we will then  
3 deal on November 27th with the single narrow issue and that is what flows from the order  
4 of Justice Thomas on August 24th, 2016, and whether, as a result of that order, the Trust  
5 assets are held subject to the terms of the 1985 Trust, whether the beneficiaries as  
6 described in the 1985 Trust are actually the beneficiaries of these Trust assets, and  
7 whether that took away the Trust obligation that existed in the 1982 Trust.

8  
9 MS. BONORA: Sir, and I wonder if the -- with respect to the  
10 balance of the litigation plan, subject to Mr. Cullity, although he might fit in the litigation  
11 plan if he files an affidavit, I wonder if the rest of the litigation plan can, in fact, be dealt  
12 with just so we have a plan to get to November 27th, and we know that if parties are  
13 going to be failing any other materials, then we have a date for that and a plan to get to  
14 November 27th.

15  
16 THE COURT: Okay. So are there concerns here? The  
17 problem is we don't know if Mr. Molstad is going to be participating and we won't know  
18 that probably until some time in early to mid-October. That's the problem.

19  
20 MS. HUTCHISON: My Lord, we would suggest the most efficient  
21 process would be to get Mr. Molstad's application, to get the Trustee's application that  
22 you directed the morning.

23  
24 THE COURT: M-hm.

25  
26 MS. HUTCHISON: The parties will evaluate that and then prepare  
27 an appropriate litigation plan to submit to you.

28  
29 THE COURT: So if we look at this narrow issue that we're  
30 going to deal with on November 27th, I mean, I can't see that there's going to be more  
31 affidavit evidence on that issue. It's a question of looking at what has previously been  
32 filed that went before Justice Thomas, and trying to interpret the terms of his order. So I  
33 can't see any additional evidence being required here. Am I wrong about that?

34  
35 MS. HUTCHISON: My Lord, I think that's unclear, and certainly  
36 until we see Sawridge First Nation's affidavit, the Court will be unaware, of course, of the  
37 513 application the OPGT had brought on assets, but there was a desire, there was an  
38 identified need at that point in time to seek additional evidence around what had occurred  
39 in the transfer. It became unnecessary once the matter was dealt with by consent. So I --  
40 I'm not confident in being able to say to you today that there is no other evidence, and I  
41 don't think we'll know that until we see affidavits.

1  
2 THE COURT: Okay. And we -- and we won't see that then  
3 until October 4th which is the Trustee's deadline for filing the application. Okay?  
4  
5 MS. BONORA: So we'll --  
6  
7 THE COURT: And we still -- we still don't know what's going  
8 on with Mr. Molstad on October 4th, in all likelihood.  
9  
10 MS. BONORA: Correct. We'd like an opportunity to just get the  
11 transcript from today before we file the application so we can incorporate --  
12  
13 THE COURT: Sure.  
14  
15 MS. BONORA: -- some of the language --  
16  
17 THE COURT: Yeah.  
18  
19 MS. BONORA: -- which I think is possible in a week. So if we  
20 have ten days to file our application, we'll do that in ten days.  
21  
22 THE COURT: Okay. So that would take us to mid-September  
23 some time?  
24  
25 MS. BONORA: Correct, yeah. The 13th of September, m-hm.  
26  
27 THE COURT: Okay. So then we need a time for response  
28 which I think is what Ms. Hutchison is concerned about. So --  
29  
30 MR. FAULDS: It would seem, My Lord, that if we have the  
31 Trustee's application by mid-September and we have Mr. Molstad's application by  
32 September 27th, then we will know the parameters of what is being sought to be done and  
33 whether are not, in the views of the other parties, other evidence may or may not be  
34 required. So it would seem after September 27th we'll be in a position to evaluate.  
35  
36 THE COURT: So just so that we -- there's no risk of this thing  
37 going off the rails for November 27th, if Mr. Molstad files his application and if I deal  
38 with it in written form and give a decision, say, for example, I approved his participation  
39 as an intervenor, for the November 27th application, would you be seeking disclosure for  
40 that narrow application? And, if so, can you tell Mr. Molstad what it is you want?  
41

- 1 MR. FAULDS: No, I don't think we'd be seeking disclosure for  
2 that.  
3
- 4 THE COURT: Okay. So --
- 5
- 6 MR. FAULDS: I think it's disclosure --
- 7
- 8 THE COURT: -- that would be for --
- 9
- 10 MR. FAULDS: -- flowing from whatever terms of interventions  
11 he's granted.  
12
- 13 THE COURT: Okay.
- 14
- 15 MR. FAULDS: Yes.
- 16
- 17 THE COURT: So we -- if we follow that path, we would -- we  
18 would lead to November 27th without any real difficulty.  
19
- 20 MS. HUTCHISON: And, Sir, just to reiterate, as you had said, all  
21 the parties will notify you one week after September 27th in respect of the intervenor  
22 status of Sawridge First Nation.  
23
- 24 MR. FAULDS: My Lord, I may have misheard the dates. What  
25 I intended to convey was we're not seeking disclosure of anything from Mr. Molstad prior  
26 to his September 27th intervention application.  
27
- 28 THE COURT: Oh, I thought -- I thought November 27th. That  
29 was my question.  
30
- 31 MR. FAULDS: Right. Right, yes. We are seeking -- depending  
32 upon what he seeks by way of intervention, we may be seeking disclosure obligations  
33 from him for the purpose of the November 27th hearing, but that depends on what he -- on  
34 the scope of his intervention application, what it is he's seeking to do and what positions  
35 he wants to advance and whether or not those trigger the need for further disclosure. So  
36 we won't know whether or not we need to seek disclosure from him until we see his  
37 intervention application.  
38
- 39 THE COURT: I -- that's fine, but what you're -- what you're  
40 telling me is that November 27th is looking like it's in risk.  
41



1 MR. FAULDS: I'm not sure, My Lord, that that -- that that  
2 necessarily knows depending upon -- we would see if, in our view, his intervention  
3 application triggers a need for disclosure for the purposes of the ultimate hearing, that  
4 would be part of our response to his intervention application which would be ruled upon  
5 by Your Lordship, and then whatever disclosure would happen in the run-up to the  
6 hearing. That -- that's how -- that's all we're trying to -- trying to suggest.

7  
8 MS. BONORA: Sir, just with respect to disclosure, Mr. Faulds  
9 has said a couple of things this morning that I think are important to clarify. Mr. Faulds  
10 said Sawridge First Nation was the engineer of the transfer, but that -- we have to  
11 remember that Sawridge First Nation is a different entity. It was the 1982 Trustees that  
12 engineered the transfer, and the 1985 Trustees received that transfer of assets. So it's in  
13 the Trust concept and construct that this transfer occurred, and it would be Trust  
14 documents which we believe have all been produced, because we produced not only  
15 significant affidavits, but an Affidavit of Records in respect of this. And so I caution -- I  
16 just want it on record that we are cautioning the parties about going behind the Trust to  
17 the Sawridge First Nation, because this is a Trust issue.

18  
19 MS. HUTCHISON: My Lord, with respect, and clearly this morning  
20 is not to argue about production and scope of production, but the evidence that did  
21 become very clear in the last discussion around asset -- asset transfer and production of  
22 documents is that the former solicitor for the Trust, Mr. Fennell, put his entire file in the  
23 hands of the Sawridge First Nation, the Sawridge companies, not the Trust. And so we've  
24 really -- the OPGT is very hopeful, in fact, that we're not about to reopen discovery, but  
25 the reality is we've put production and discovery of the asset transfer issue to bed with the  
26 consent order, without fully exploring it, and so I simply have to disagree a bit with our  
27 friend.

28  
29 We also know that Sawridge First Nation was very involved in that 1982 to 1985 Trust  
30 transfer. It's not quite as simple as it just being a Trust process, Sir.

31  
32 MR. FAULDS: May I just add, My Lord, that we heard and  
33 appreciate your comment that this may well be an issue for which evidence is not  
34 relevant, and the -- and or not required, and so we understand that. If, for example, the  
35 Sawridge First Nation were to bring forward an intervention application in which it  
36 sought, say, to set aside the consent order, then -- then, you know, new -- that that may  
37 trigger, you know, requirements for further evidence, disclosure and so forth. If, on the  
38 other hand, they seek simply to add additional argument or argue from their perspective  
39 on the interpretation consequences of the consent order, that's a -- that's a very different  
40 thing. That's why I -- that's why I simply kind of wanted to reserve the position that  
41 depending on what we see in their intervention application, you know, it may be that there



1 -- that there's some kind of disclosure required.

2  
3 THE COURT: Okay. Well, when Mr. Molstad files his  
4 materials, we will know, but -- so, Mr. Molstad, it looks to me like when you file your  
5 materials, you're going to need to apply for intervention status and explain in a little more  
6 detail exactly what it is you are seeking, particularly --

7  
8 MR. MOLSTAD: Absolutely. Yeah, we will be doing that, Sir.

9  
10 THE COURT: Particularly, I'm hearing Mr. Faulds say, do you  
11 have any intention of attempting to set aside the order of Justice Thomas? So if you -- if  
12 that's your intention, say so clearly so that Mr. Faulds can then respond.

13  
14 MR. MOLSTAD: We will do that, Sir.

15  
16 THE COURT: Okay, good. Good. So do we know -- now  
17 know we're going leading to November 27th? I would really like to keep that date and do  
18 something to move this thing along. It's time. This action is now ripe and needs to --  
19 needs to get forward.

20  
21 MS. BONORA: Sir, I think we have a number of dates from you  
22 and I think the parties have said they'd like some time to consider the applications. So  
23 perhaps if -- with your indulgence, if we have trouble scheduling, we can come back at  
24 8:45 again.

25  
26 THE COURT: Okay. Yeah, just --

27  
28 MS. BONORA: After we have -- deal with these first dates that  
29 you've set.

30  
31 THE COURT: Please do that, yeah. We will --

32  
33 MS. BONORA: Thank you.

34  
35 THE COURT: We will make time for you sometime someplace  
36 somewhere.

37  
38 MS. BONORA: Thank you so much, Sir.

39  
40 THE COURT: Okay.

41

31

1 MS. BONORA:

Thank you for hearing us this morning.

2

3 THE COURT:

Nothing else? No? Okay. Thank you very

4 much.

5

6 THE COURT CLERK:

Order in court.

7

8

9

10 PROCEEDINGS CONCLUDED

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1 **Certificate of Record**

2  
3 I, Morag O'Sullivan, certify that this recording is the record made of the evidence in the  
4 proceedings in the Court of Queen's Bench held in courtroom 315 at Edmonton, Alberta,  
5 on the 4th day of September, 2019; that I, Morag O'Sullivan, was the court official in  
6 charge of the sound-recording machine during the proceedings.  
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1 **Certificate of Transcript**

2  
3 I, Deborah Jane Brower, certify that

4  
5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the  
6 best of my skill and ability and the foregoing pages are a complete and accurate transcript  
7 of the contents of the record, and

8  
9 (b) the Certificate of Record for these proceedings was included orally on the record and  
10 is transcribed in this transcript.

11  
12 Deborah Jane Brower, Transcriber.

13 Order Number: AL-JO-1003-9075

14 Dated: September 5, 2019  
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**EXHIBIT “H”**

Form 27  
Rule 6.3

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

APPLICANT

ROLAND TWINN, MARGARET WARD,  
TRACEY SCARLETT, EVERETT JUSTIN  
TWIN AND DAVID MAJESKI, as Trustees  
for the 1985 Sawridge Trust ("Sawridge  
Trustees")This is Exhibit " H " referred to  
in the Affidavit of  
**DARCY TWIN**Sworn before me this 24<sup>TH</sup> day  
of SEPTEMBER, 2019

DOCUMENT

APPLICATION

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENTDentons Canada LLP  
2500 Stantec Tower  
10230 – 103 Avenue  
Edmonton, AB T5J 0K4

A Commissioner for Oaths in and for Alberta

**MICHAEL R. MCKINNEY Q.C.**  
BARRISTER AND SOLICITORAttention: Doris C.E. Bonora and Michael S Sestito  
Telephone: (780) 423-7100  
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 master/judge.

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

Date: **Wednesday, November 27, 2019**  
Time: **10:00 a.m.**  
Where: **Law Courts, 1A Sir Winston Churchill Square,  
Edmonton, Alberta T5J 0R2**  
Before Whom: **The Honourable Mr. Justice J.T. Henderson**



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

**Remedy claimed or sought:**

1. Determination and direction of the affect of the consent order made by Mr. Justice D.R.G. Thomas pronounced on August 24, 2016 (the "**2016 Order**") respecting the transfer of assets from the Sawridge Band Trust dated April 15, 1982 (the "**1982 Trust**") to the Sawridge Band Inter Vivos Settlement dated April 15, 1985 (the "**1985 Trust**"), more particularly described below.
2. Determination of the sufficiency of service of the 2016 Order.
3. Alternatively, the determination of the ability to perform a subsequent trust to trust transfer, similar to what was approved by the 2016 Order.

**Grounds for making this application:**

4. In 1982, the Sawridge Band decided to establish a formal trust in respect of property held in trust by individuals on behalf of the present and future members of the Sawridge band. On April 15, 1982, a declaration of trust establishing the 1982 Trust was executed.
5. On April 15, 1985, the trustees of the 1982 Trust resolved to transfer the assets of the 1982 Trust to the 1985 Trust (the "**1985 Transfer**").
6. In 2016, the Sawridge Trustees, the Office of the Public Guardian and Trustee and Catherine Twinn (collectively, the "**Parties**") agreed to the terms of the 2016 Consent Order respecting the 1985 Transfer.
7. On April 25, 2019, the Parties appeared before His Lordship Mr. Justice Henderson who advised of some concerns with respect to the 1985 Transfer, the consequences of the 2016 Order and the service of the 2016 Order.
8. On September 4, 2019, His Lordship Mr. Justice Henderson invited a party to draft and file an application to determine: "what flows from the 2016 Order, and whether, as a result of that order, the Trust assets are held subject to the terms of the 1985 Trust, whether the beneficiaries as described in the 1985 Trust are actually the beneficiaries of these Trust assets, and whether that took away the Trust obligation that existed in the 1982 Trust." (Transcript of Proceedings – September 4, 2019 26:3-8).
9. His Lordship also commented: "If it was as easy to change the terms of the Trust as to go ahead and do what was done between 1985 [sic] and 1985, why don't you just go ahead and do that very same thing again and see how far it gets you." (Transcript of Proceedings – September 4, 2019 13:13-15)
10. The Sawridge Trustees have volunteered to file the within application, consistent with The Court's invitation.

**Material or evidence to be relied on:**

11. Affidavits previously filed in this action;
12. Questionings filed in this action;
13. Undertakings filed in this action;
14. Affidavits of records and supplemental affidavits of records in this action;
15. Such further material as counsel may further advise and this Honourable Court may permit.

**Applicable rules:**

16. *Alberta Rules of Court*, Alta Reg 124/2010, Rules 4.11, 4.14, 6.3,
17. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts, regulations and Orders:**

18. *Trustee Act*, RSA 2000, c T-8, as amended;
19. Various procedural orders made in the within action;
20. Such further and other acts, regulations, and orders as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

21. None.

**How the application is proposed to be heard or considered:**

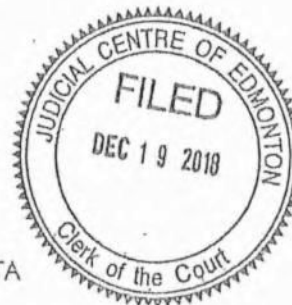
22. In person before the Case Management Justice.

**WARNING**

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

**EXHIBIT "I"**

Clerk's stamp:



COURT FILE NUMBER

1103 14112

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

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

**DARCY TWIN**

Sworn before me this 24<sup>TH</sup> day  
of SEPTEMBER, 2019

A Commissioner for Oaths in and for Alberta

**MICHAEL R. MCKINNEY Q.C.**  
APPLICANT  
**BARRISTER & SOLICITOR**

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

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

ROLAND TWINN, MARGARET WARD, BERTHA  
L'HIRONDELLE, EVERETT JUSTIN TWINN AND DAVID  
MAJESKI, as Trustees for the 1985 Trust ("Sawridge  
Trustees")

DOCUMENT

CONSENT ORDER (Hearing of Jurisdictional Question)

DATE ORDER PRONOUNCED  
LOCATION WHERE ORDER  
PRONOUNCED

*December 18, 2018*  
Edmonton, Alberta

NAME OF JUSTICE WHO MADE  
THIS ORDER

Honourable Justice J.T. Henderson

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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

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

*I hereby certify this to be a  
true copy of the original.  
for Clerk of the Court*

UPON the Application by the Sawridge Trustees for advice and direction in respect of the  
Sawridge Band Inter Vivos Settlement ("1985 Trust") ("Application");

AND WHEREAS the Sawridge Trustees seek direction respecting the source and nature of the  
jurisdiction of this Court to make changes to the definition of "Beneficiary" as set out in the 1985 Trust;

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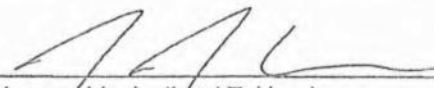
- 2 -

AND WHEREAS a Case Management Justice has authority under Rule 4.14 of the *Alberta Rules of Court* to make interlocutory orders;

AND WHEREAS the Sawridge Trustees, the OPGT and Catherine Twinn consent to this Order;

IT IS HEREBY ORDERED AND DECLARED;

1. A hearing on a directed issue will be held, prior to trial, and the issues to be determined (the "Jurisdictional Question") will be as follows:
  - (a) Does the Court have jurisdiction to amend the beneficiary definition contained in the 1985 Trust (the "Definition"), on the basis of public policy, its inherent jurisdiction or any other common law plenary power?
  - (b) If the answer to question (a) is yes, what is the scope of the Court's jurisdiction to amend the Definition, including can the Court:
    - (i) Add words to the 1985 Trust deed;
    - (ii) Delete words contained in the 1985 Trust deed; or
    - (iii) Engage in a combination of addition and deletion of words to the 1985 Trust deed?
  - (c) If the answer to question (a) is no, is the Court's jurisdiction limited to what is permitted by s. 42 of the *Trustee Act*? If so, what evidence would be required by the Court to amend the Definition using s. 42 of the *Trustee Act*?
  - (d) If the Court does not have jurisdiction under any of the methods set out in paragraphs (a), (b) or (c) above, do the Sawridge Trustees have jurisdiction under the existing terms of the Trust Deed of the 1985 Trust to amend the Definition?
  - (e) If the Court proceeds pursuant to paragraph 1(c) or 1(d) above, is the Court's jurisdiction in this application affected by the Minors Property Act, and specifically, does the Court require evidence of consent to the application for a beneficiary definition change from minor beneficiaries who are over the age of 14?
2. This Jurisdictional Question will be heard and determined by the Case Management Justice.

  
The Honourable Justice J.T. Henderson

- 3 -

CONSENTED TO BY:  
MCLENNAN ROSS LLP

\_\_\_\_\_  
Crista Osualdin  
Counsel for Catherine Twinn

DENTONS CANADA LLP

\_\_\_\_\_  
Doris Bonera  
Counsel for the Sawridge Trustees

HUTCHISON LAW

\_\_\_\_\_  
Janet Hutchison  
Counsel for the OPGT



- 3 -

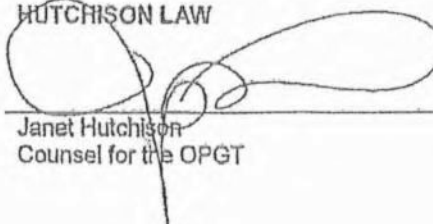
CONSENTED TO BY:  
MCLENNAN ROSS LLP



Crista Osualdini  
Counsel for Catherine Twinn

DENTONS CANADA LLP

HUTCHISON LAW



Janet Hutchison  
Counsel for the OPGT

Doris Bonora  
Counsel for the Sawridge Trustees

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") and the SAWRIDGE TRUST ("Sawridge  
 Trust")

APPLICANT ROLAND TWINN, CATHERINE TWINN, BERTHA  
 L'HIRONDELLE, CLARA MIDBO AND WALTER FELIX  
 TWIN, as Trustees for the 1985 Trust and the 1986 Trust  
 ("Sawridge Trustees")

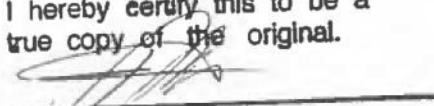
DOCUMENT CONSENT ORDER (ISSUE OF DISCRIMINATION)

ADDRESS FOR SERVICE AND  
 CONTACT INFORMATION OF  
 PARTY FILING THIS DOCUMENT

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

JUSTICE: DR. B. THORNTON  
 DATE: JAN 19, 2018  
 LOCATION: EDMONTON

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

  
 for Clerk of the Court

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

UPON the Application by the Sawridge Trustees for advice and direction in respect of the  
 Sawridge Band Inter Vivos Settlement ("1985 Trust"), for which an Application for Advice and  
 Direction was filed January 9th, 2018;

AND WHEREAS the first question in the Application by the Sawridge Trustees on which  
 direction is sought is whether the definition of "Beneficiary" in the 1985 Trust is discriminatory,  
 which definition 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;

AND UPON being advised that the parties have agreed to resolve this specific question on the terms herein, and no other issue or question is raised before the Court at this time, including any question of the validity of the 1985 Trust;

AND UPON being advised the Parties remain committed to finding a remedy that will protect the existence of the 1985 Trust and the interests of the beneficiaries;

AND UPON there being a number of other issues in the Application that remain to be resolved, including the appropriate relief, and upon being advised that the parties wish to reserve and adjourn the determination of the nature of the relief with respect to the discrimination;

AND UPON this Court having the authority to facilitate such resolution of some of the issues raised in the Application prior to the determination of the balance of the Application;

AND UPON noting the consent of the Sawridge Trustees, consent of The Office of the Public Trustee and Guardian of Alberta ("OPGT") and the consent of Catherine Twinn;

IT IS HEREBY ORDERED AND DECLARED;


1. The definition of "Beneficiary" in the 1985 Trust is declared to be discriminatory insofar as it prohibits persons who are members of the Sawridge Indian Band No. 19 pursuant to the amendments to the *Indian Act* made after April 15, 1982 from being beneficiaries of the 1985 Trust.
2. The remaining issues in the Application, including the determination of any remedy in respect of this discriminatory definition, are to be the subject of a separate hearing. The timeline for this hearing will be as set out in Schedule "A" hereto and may be further determined at a future Case Management Meeting.
3. The Justice who hears and determines the remaining issues in this Application may consider all forms of discrimination in determining the appropriate relief.

4. Nothing in this order may be construed to be a determination that the 1985 Trust is void or otherwise invalid. This Consent Order cannot be used in an application for dissolution as the ~~sole determinative factor that the 1985 Trust should be dissolved.~~  
*a ground upon which* *could.*
5. ~~The provisions in paragraph 4, above, will not prevent reliance on this Consent Order for any purpose in the within proceedings.~~

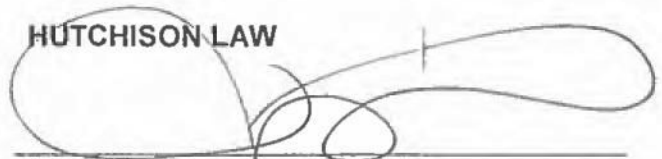
  
The Honourable D.J.R. G. Thomas  
*Thomas J*

CONSENTED TO BY:

**MCLENNAN ROSS-LLP**

  
Karen Platten, Q.C.  
Counsel for Catherine Twinn as Trustee for the 1985 Trust

**HUTCHISON LAW**

  
Janet Hutchison  
Counsel for the OPGT

**DENTONS CANADA LLP**

  
Doris Bonora  
Counsel for the Sawridge Trustees

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  
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Trust")

APPLICANT ROLAND TWINN, CATHERINE TWINN, BERTHA  
L'HIRONDELLE, CLARA MIDBO AND WALTER FELIX  
TWIN, as Trustees for the 1985 Trust and the 1986 Trust  
("Sawridge Trustees")

DOCUMENT Litigation Plan January 19, 2018

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

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

NO.	ACTION	DEADLINE
1.	Case Management Meeting to address Trustee's application for an Order on the Discrimination Issue.	January 19, 2018
2.	Settlement meeting of all counsel for the Parties to continue to discuss remedies;	February 14, 15 or 16, 2018
3.	Interim payment on accounts made to OPGT from the Trustees	January 31, 2018 and February 28, 2018
4.	Agreed Statement of Facts to be circulated to all Parties, by the Trustees on the issue of the determination of the definition of beneficiary and grandfathering (if any).	By February 28, 2018
5.	Further Settlement meeting of all counsel for the Parties to continue to discuss remedies and draft Agreed Statement of Facts.	By March 30, 2018
6.	Responses from the Trustees to the OPGT regarding all outstanding issues on accounts to the end of 2017	March 30, 2018
7.	All Parties to provide preliminary comments on the Trustee's first draft of an Agreed Statement of Facts.	By May 30, 2018
8.	Concurrently with the preparation of the agreed statement of facts, all Parties to advise on whether they have any documents on which they respectively intend to rely on the issue of the remedies. If they have documents, they will file an Affidavit of Records	By February 28, 2018 <i>April 30</i>
9.	Concurrently with the preparation of the agreed statement of facts, all non-parties may provide records on which they intend to rely to all Parties who will determine if they are duplicates and if not, non party may file an Affidavit of Records	By February 28, 2018
10.	Third 2018 Settlement Meeting of all counsel to continue to discuss remedies and draft Agreed Statement of Facts.	By April 30, 2018
11.	Questioning on new documents only in Affidavits of Records filed, if required.	By May 30, 2018 <i>June 15</i>
12.	Non-party potential beneficiaries provide all Parties with any facts they wish to insert in the Agreed Statement of Facts.	By April 30, 2018



13.	Final Response by OPGT and any other recognized party on Agreed Statement of Facts.	By June 30, 2018
14.	Agreed Statement of Facts filed, if agreement reached.	By July 15, 2018
15.	Parties to submit Consent Order proposing revised Litigation Plan including a procedure for the remainder of the application including remedy for striking language or amending the trust under section 42 of the Trustee Act or amending the trust according to the trust deed.  Alternatively, Trustees to file application re: same.	By July 15, 2018
16.	All other steps to be determined in a case management hearing	As and when necessary

COURT FILE NO.

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL  
CENTRE

EDMONTON

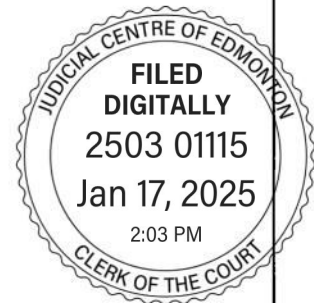
IN THE MATTER OF THE TRUSTEE ACT, R.S.A.  
2000, c. T-8, AS AMENDED, and

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")

Clerk's Stamp



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 and SHELBY TWINN and CODY TWINN

DOCUMENT

AFFIDAVIT OF ISAAC TWINN

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

McLennan Ross LLP  
Suite 600  
McLennan Ross Building  
12220 Stony Plain Road  
Edmonton, AB T5N 3Y4

Lawyers: D. Risling and C. Osualdini  
Telephone: (780) 482-9200  
Facsimile: (780) 482-9100  
E-mail: [crista.osualdini@mross.com](mailto:crista.osualdini@mross.com)  
File No. 20243395

I Isaac Twinn, of the Sawridge Indian Reserve 150 G, in the Province of Alberta, SWEAR AND SAY  
THAT:

1. I am the Chief of the Sawridge First Nation and the son of former Chief Walter Patrick Twinn. I am a member of the Sawridge First Nation ("Sawridge") and have been so since I was a young child. As such, I have a personal knowledge of the matters hereinafter deposed to, save where stated to be based upon information and belief.
2. I am a trained lawyer and hold a Bachelor of Arts from the University of Alberta, a Juris Doctor from Osgoode Hall Law School, and a Master of Laws from Columbia Law School (2023).
3. The other applicants to this application, Sam Twinn and Patrick Twinn are my brothers. Both are members of Sawridge and thus beneficiaries of the 1986 Trust. Patrick Twinn has been confirmed by the Alberta Court of Appeal to be a beneficiary of the 1985 Trust.
4. I was elected Chief of Sawridge in 2023. The former Chief was Roland Twinn, who is also the son of Chief Walter Patrick Twinn and was the Chief of Sawridge for approximately 20 years. Roland Twinn was the Chief of Sawridge for a number of years and is one of the trustees of the Trusts. Roland Twinn was a trustee during his tenure as Chief. The remaining named Respondents, save for Shelby Twinn and Cody Twinn, are the other trustees of the Trusts (collectively referred to herein as the "Trustees").
5. Shelby Twinn and Cody Twinn are both members of Sawridge and understood to qualify as beneficiaries of the 1985 Trust.
6. I am aware that my father settled two trusts with the assets of Sawridge in 1985 and 1986. More particularly, the Sawridge Band Inter Vivos Settlement, April 15, 1985 (the "1985 Trust") and the Sawridge Trust, August 15, 1986 (the "1986 Trust") (collectively referred to as the "Trusts"). Attached as Exhibits "A and B" to my Affidavit are the 1985 Trust and the 1986 Trust, respectively.
7. While both Trusts were set up for the benefit of the members of Sawridge, how membership is defined is meaningfully different between the two Trusts.
8. The beneficiaries of the 1985 Trust are defined at paragraph 2(a) of the deed, as:

"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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 this 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 purpose of this Settlement”

9. On April 17, 1985, two days after the 1985 Trust was settled, there were changes made to the Indian Act, R.S.C. 1970, c. I-6 as a result of Bill C-31, An Act to amend the Indian Act, 33-34 Eliz II c.27 (“Bill C-31”). The Bill C-31 amendments, amongst other matters, affected who would qualify for membership in a band and the band membership process generally. A major change was that a first nation could elect to administer, in accordance with the law, their own band membership list rather than the list being administered by the Department of Indian Affairs and Northern Development (now split into two departments known as Indigenous Services Canada and Crown-Indigenous Relations and Northern Affairs Canada), as had previously been the practice. Following the Bill C-31 amendments, Sawridge elected to take control of its band list and continues to do so at present.
10. It is my understanding, based on a review of Court records, that the 1985 Trust was primarily funded with assets contained by a prior trust (referred to as the “1982 Trust”) established by Chief Walter Twinn for the benefit of Sawridge and through a transfer of those trust assets to the 1985 Trust. The assets find their original origin in the wealth of Sawridge.
11. The beneficiaries of the 1986 Trust are defined at paragraph 2(a) as:
 

“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”.
12. It is my understanding, based on a review of Court records, that the assets of the 1986 Trust also find their origin in the wealth of Sawridge.
13. In short, the beneficiaries of the 1985 Trust are defined by a legislative definition, while the beneficiaries of the 1986 Trust are defined as those persons on the membership list maintained by Sawridge. This means that the beneficiaries of the Trusts can be different, as not all those that qualify under the legislative definition may be members of Sawridge and *vice versa*.
14. Applying the legislative definition of beneficiaries contained in the 1985 Trust deed is problematic at present because governmental bodies have not applied this definition to define the members of Sawridge for decades and thus no readily available list of beneficiaries, verified by a neutral body (or at all), exists.
15. Since 1985, the *Indian Act*, in its form at April 15, 1982, has been found by Canadian Courts to be discriminatory, and thus non Charter complaint (for example. Bill C-31 amendments, *McIvor*

*v. Canada (Registrar of Indian and Northern Affairs)*, 2009 BCCA 153 and *Descheneaux c. Procureure générale du Canada*, 2017 QCCS 2669). It has been amended by the legislature to correct the discrimination found in various Court challenges. Challenges and processes to correct the discrimination found in the *Indian Act*, continue to this day.

16. There is likely little doubt that the beneficiary definition in the 1985 Trust from a legislative perspective is non Charter compliant given the numerous successful Charter challenges to the *Indian Act* and the Bill C-31 amendments which changed the legislative definition in 1985.
17. The Trustees of the 1985 and 1986 are presently, and traditionally have been, the same persons.
18. As a member of Sawridge, I have observed the actions of the Trustees of the Trusts over a lengthy period of time. My concerns with the actions of the Trustees have grown over time and have now reached a point where I view their conduct as untenable and not in the best interests of the beneficiaries. As the Chief of Sawridge, I feel compelled to act upon these concerns in order to protect the interests of the membership of Sawridge, many of whom are vulnerable and marginalized persons who would not have the ability to advocate for their interest in the Trusts, nor have the resources to access the justice system over complicated legal matters. The remainder of my affidavit shall particularize these concerns.

#### Utilizing Trust Assets for Litigation

19. The trustees of the 1985 Trust (as they were then constituted) commenced legal proceedings in 2011 in Court of King's Bench Action No. 1103 14112 (the "**2011 Action**") by way of Order of Justice D.R. Thomas issued August 31, 2011 (the "**August 2011 Order**"). The August 2011 Order directed the trustees of the 1985 Trust to bring an application for advice and direction for the purpose of:
  - (a) Seeking 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"; and
  - (b) Seeking direction with respect to the transfer of assets to the 1985 Trust (i.e. the transfer of assets from the 1982 Trust to the 1985 Trust referenced in paragraph 8 of my Affidavit).

Attached as **Exhibit "C"** to my Affidavit is a copy of the August 2011 Order.

20. The trustees of the 1985 Trust filed an Affidavit, deposed by the 1985 Trust administrator Paul Bujold, on September 12, 2011 in support of the relief sought in the 2011 Action. The Affidavit made it clear that the objective of the trustees was to change the definition of "beneficiary" in the 1985 Trust such that it was consistent with the definition of "beneficiary" in the 1986 Trust. In other words, change the definition of beneficiaries in the 1985 Trust to members of Sawridge. It was also to have the transfer from the 1982 Trust to the 1985 Trust ratified. Attached as **Exhibit "D"** to my Affidavit is a copy of the September 13, 2011 Affidavit without exhibits.
21. Since the inception of the 2011 Action, Roland Twinn has been a trustee of the Trusts and was the Chief of Sawridge up until my appointment in 2023.
22. I have been following the decisions and positions taken by the parties in the 2011 Action and have a general familiarity with the litigation's history.

23. During Chief Roland Twinn's tenure, Sawridge interjected itself into the 2011 Action and was granted intervenor status on certain motions (with the consent of the Trustees) and otherwise involved itself in an unofficial capacity.
24. I am advised by a former trustee of the Trusts, Catherine Twinn, and from information provided at prior AGM meetings for the Trusts, that over ten million dollars in legal fees have been expended from the 1985 Trust assets in order to fund the 2011 Action.
25. Despite the fact that the Trustees have felt empowered to expend copious amounts of money on legal fees, I am aware from reviewing the Court record in the 2011 Action that the Trustees have not made any beneficial distributions from the 1985 Trust (save for distributions for tax purposes) since its inception. In other words, for almost 40 years, the 1985 Trust has sat silent and not been of benefit to Sawridge members. This is notwithstanding the fact that the 1985 Trust stands possessed of substantial assets, assets which if used properly, could greatly better the lives of the members of Sawridge.
26. From my review of Sawridge's records, I understand that either or both of the Trusts paid Sawridge's legal fees for their participation, both formal and informal, in relation to the 2011 Action up until September 2019. During this time, Roland Twin was Chief of Sawridge (and a Trustee of the Trusts). In addition, the Trustees strategized and privately collaborated with Sawridge about how their objectives could be met, which included strategizing with Sawridge about how the 1985 Trust could be collapsed.
27. Since Roland Twinn lost his status as Chief of Sawridge, the positions of the Trustees in the 2011 Action have materially changed. It is my belief that this is not coincidental and is tied to political motivations. This is deeply concerning for me.

**2011 Action – Inconsistent Positions with their Fiduciary Duty**

28. Until recently and while Roland Twinn was Chief of Sawridge, the positions taken by the Trustees of the 1985 Trust have been directed towards causing a definition change to the beneficiaries of the 1985 Trust or alternatively causing a failure of the 1985 Trust. The Trustees of the 1985 Trust have been prepared to take inconsistent and vacillating positions in order to further those objectives.
29. To further their objectives, the Trustees secretly collaborated with Sawridge while Roland Twinn was Chief in order to further Sawridge's objectives under the leadership of Roland Twinn.
30. Examples of this secretive collaboration include:
  - (a) Email from Doris Bonora (counsel to the Trustees) to Ed Molstad (former counsel to Sawridge) dated August 18, 2017 wherein she suggests a way Sawridge could gain "control" over who gets to be a beneficiary of the 1985 Trust and a way to ensure many persons who might qualify as beneficiaries of the 1985 Trust, but were not members of Sawridge, did not receive beneficiary status. Attached as Exhibit "E" to my Affidavit is a copy of the August 18, 2017 email.
  - (b) Email from Mr. Molstad to Ms. Bonora dated September 14, 2017, where he gives her advance notice of a letter to the Court in the 2011 Action advising of Sawridge's intent to dissolve the 1985 Trust. Attached as Exhibit "F" to my Affidavit is a copy of the September 14, 2017 email.



- (c) Letter to Case Management Justice in 2011 Action in September 2017 from Sawridge advising it was their intent to consider dissolving the 1985 Trust. Attached as **Exhibit “G”** to my Affidavit is a copy of the September 2017 letter.
  - (d) Email from Doris Bonora to Ed Molstad dated December 4, 2017 providing agenda for upcoming settlement meeting on the 2011 Action with Office of the Public Trustee and Catherine Twinn. Ms. Bonora suggests to Mr. Molstad **“I thought we would run through where everyone is at on settlement so that SFN can call a halt and tell them that SFN is dissolving the trust. I think that a declaration that the trust is discriminatory is helpful to any application that you might bring to dissolve the trust so we likely want to push for that.”** Attached as **Exhibit “H”** to my Affidavit is a copy of the December 4, 2017 email.
  - (e) Email from Ms. Bonora to Mr. Molstad dated January 4, 2018 where she identifies that Roland Twinn is in a conflict between his role as a Trustee and Chief of Sawridge. (To my knowledge and based on my review of Mr. Molstad’s file, it appears nothing was done to address this conflict). Attached as **Exhibit “I”** to my Affidavit is a copy of the January 4, 2018 email.
  - (f) Email from Ms. Bonora to Mr. Molstad dated March 21, 2018 regarding settlement. Ms. Bonora suggests to Mr. Molstad **“I am sharing this correspondence with you so you are apprised often steps we are taking. I think strategically we should have you stay silent until absolutely necessary.”** Attached as **Exhibit “J”** to my Affidavit is a copy of the March 21, 2018 email.
31. During this time, the Trusts were paying Sawridge’s legal fees for their participation in this collusion with the Trustees and the strategy to dissolve the 1985 Trust.
  32. A further example of the Trustees improper motives is, in 2022, the Court of Appeal of Alberta issued a decision overturning a case management decision that found the transfer of assets from the 1982 Trust to the 1985 Trust unlawful and granted relief by overturning the transaction and returning the assets to the 1982 Trust. The Trustees of the 1985 Trust were respondents to the appeal and argued in favour of the lower court decision. The effect of the lower court’s decision was to essentially leave the 1985 Trust without assets and cause the assets to be held for the benefit of only those persons contained on the Sawridge membership list. The decision of the Court of Appeal confirmed the time for challenging the transfer was long past due to the statute of limitations and the validity of the transfer was *res judicata* as against the 1985 Trust Trustees. As such, the beneficial ownership of the transferred assets was confirmed in the 1985 Trust.
  33. The lower court decision involved an interpretation of a 2016 Consent Order (the “ATO”) in the 2011 Action, which ATO stated:
    1. The transfer of assets that occurred in 1985 from the Sawridge Band Trust (“1982 Trust”) to the Sawridge Band Inter Vivos Settlement (“1985 Trust”) is approved nunc pro tunc. The approval of the transfer shall not be deemed to be an accounting of the assets of the 1982 Trust that were transferred and shall not be deemed to be an accounting of the assets in the 1985 Trust that existed upon settlement of the 1985 Trust.
  34. The ATO was brought forward and consented to by the Trustees of the 1985 Trust.
  35. On the appeal, the Trustees of the 1985 Trust took the position that the ATO did not resolve the

beneficial ownership of the transferred assets and the assets were being held by them for the 1982 Trust beneficiaries. To my knowledge, and based on my review of the Court record in the 2011 Action, this was the first time the Trustees had ever suggested this position and which position was totally inconsistent with their prior representations and actions.

36. The Court of Appeal agreed with these concerns and found that this was an inconsistent position from that taken by the Trustees at the time of the ATO and held:

The issue estoppel created by the 2016 Consent Order precludes the complete change in position by the 1985 Trustees in these appeals.

37. Another example of the Trustees' improper motives is the recent application of the Trustees to confirm it is permissible to distribute under the terms of the 1985 Trust deed, which have been confirmed by consent order to be discriminatory. This application was notably brought only after Roland Twinn lost his position as Chief of Sawridge. It is also notable that this consent order is the same order that the Trustees previously told Sawridge it could use to leverage an argument for dissolution of the 1985 Trust (see paragraph 30(d)). Attached as **Exhibit "K"** is a copy of the recent application filed by the Trustees that seeks to proceed to distribute under the current beneficiary definition in the 1985 Trust.
38. This position is an abandonment of historical positions taken by the Trustees of the 1985 Trust in the 2011 Action, which positions sought to have the discrimination corrected through a change to the beneficiary definition and which resulted in costly and protracted litigation.

#### **Failure to Identify Beneficiaries of the 1985 Trust**

39. Sawridge presently has 61 members. I am highly concerned that a significant proportion of Sawridge's current members, upwards of 75% of the membership, would not qualify as beneficiaries of the 1985 Trust. The discrimination contained in the beneficiary definition found in the 1985 Trust is likely far more extensive than what has been represented to the Court by the Trustees, to date, in the 2011 proceedings.
40. It is my belief that the Trustees also know this is an issue, and are attempting to silence this issue in the 2011 Action for their current strategic objectives. My reasons for holding this belief are outlined below.
41. It is my understanding that, to date, the 1985 Trust Trustees have not fulsomely identified the beneficiaries of the 1985 Trust, nor have they clearly identified the criteria or application of legal principles they will use to apply the definition of "beneficiary" found in the 1985 Trust deed.
42. As part of a trustee selection process, I exchanged correspondence with the Trustees which included queries regarding the identification of beneficiaries of the 1985 Trust. On March 20, 2024, I received a reply from the Trustees. In their written reply, the Trustees acknowledged that they would not be identifying the beneficiaries of the 1985 Trust in accordance with the terms of the deed until after the 2011 Action was concluded. Attached as **Exhibit "L"** to my Affidavit is the March 20, 2024 letter from the Trustees.
43. In July 2024, I wrote to the 1985 Trust Trustees seeking a list of currently identified beneficiaries. Attached as **Exhibit "M"** to my Affidavit is my July 18, 2024 letter in this regard.
44. By way of letter dated July 24, 2024, I received a response from the 1985 Trust Trustees (through

counsel) which confirmed that a fulsome list of identified beneficiaries did not exist and no lists, fulsome or not, were provided to me. Attached as Exhibit “N” to my Affidavit is the July 24, 2024 letter in this regard.

45. To date, the Trustees have refused or neglected to substantively respond to my concerns about the extent of discrimination contained in the 1985 Trust against current members of Sawridge and particularly whether they agree with my concerns about the vast majority of membership not qualifying as beneficiaries.
46. It is shocking to me that despite the 1985 Trust being in existence for almost 40 years, the Trustees have still not fulsomely identified its beneficiaries and it remains unclear which members of Sawridge will be affected by the discrimination contained in the beneficiary definition.

#### **Trustee Selection Process**

47. In the past, I am aware that the Trustees did not engage in a robust trustee replacement process. In fact, in 2014, and at a time when Roland Twinn was Chief of Sawridge, Justin Twin was quickly appointed a trustee of the Trusts. At the time, Justin Twin was a band councilor for Sawridge and quite apparently a political ally of Roland Twinn.
48. I am aware that concerns were raised at the time by a dissenting trustee as to whether Justin Twin qualified as a beneficiary of the 1985 Trust due to his status as an illegitimate child. If Justin Twin did not qualify as a beneficiary of the 1985 Trust, it would mean that the trustee board was not properly constituted as the 1985 Trust deed requires a requisite number of trustees to also be beneficiaries.
49. It is my understanding, the 1985 Trust trustees obtained an opinion from in house legal counsel for Sawridge to substantiate Justin Twin’s qualification as 1985 Trust beneficiary. This issue highlights some of the discrimination contained in the 1985 Trust beneficiary definition.
50. Since Justin Twin’s appointment, the Trustees have implemented a succession policy that provides for a maximum of two consecutive three-year terms for a trustee, save for Roland Twinn who was provided an extended term due to his position as Chief of Sawridge at the time the policy was implemented. Attached as Exhibit “O” is a copy of the current trustee succession policy, as has been made aware to me.
51. Justin Twin, was subject to replacement by spring of 2024 in accordance with the policy and Margaret Ward by the end of 2024. Save for the preferential treatment afforded to Roland Twinn due to his prior status as Chief, he would have also been subject to replacement.
52. I indicated, in early 2024, to the Trustees my interest in being appointed the successor trustee for Justin Twin. I was the Chief of Sawridge at this time and it was my understanding that the Trusts had a customary practice of having the Chief sit as a Trustee, as evidenced by Roland Twinn’s preferential term. At the time I advised of my interest, I believed my status as a beneficiary of the 1985 Trust was not in doubt.
53. I held this belief because in the 2011 Action, my brother, Patrick Twinn, filed an application seeking party status. In opposition to that application, the 1985 Trust Trustees argued that Patrick was a beneficiary of the 1985 Sawridge Trust and thus his interests were already represented by the 1985 Trust Trustees. In the determination of that application, Justice Thomas issued a written

decision (*1985 Sawridge Trust v Alberta (Public Trustee)*, 2017 ABQB 377) which stated:

[31] *The Trustees take the position that the interests of Patrick and Shelby Twinn are already represented in the Advice and Direction Application and that their addition would be redundant.*

[32] *In respect to Patrick Twinn, I agree that it is unnecessary to add him as a party. Patrick Twinn takes the position that he is currently, and will remain a Beneficiary of the 1985 Sawridge Trust. The Trustees confirm this and I accept that is correct and declare him to be a current Beneficiary of the Trust.*

*(emphasis mine)*

54. The decision of Justice Thomas, in this regard, was affirmed by the Alberta Court of Appeal in *Twinn v Twinn*, 2017 ABCA 419.

[18] *In this case, it is unclear what interest the individual appellants have that is not represented by the parties already before the court, or what position they would bring to the litigation, necessary to permit the issues to be completely and effectually resolved, that will not be presented by those existing parties. As a matter of law, the Trustees represent the interests of the Beneficiaries, who include Patrick and Shelby Twinn. Catherine Twinn, as dissenting trustee, is separately represented, has taken an opposing view as to the need for amendment of the Trust, and will place that position before the court. The Public Trustee is tasked with representing the interests of all Beneficiaries who were minors when the litigation began, although it is acknowledged that the Public Trustee does not represent the interests of Patrick and Shelby Twinn (notwithstanding a comment made by the case management judge to the contrary).*

*(emphasis mine)*

55. My lineage facts are identical to those of my brother, Patrick. As such, I inferred from the ruling of Justice Thomas that I am also a beneficiary of the 1985 Trust. I expected that the Trustees would treat me consistently with the positions they advanced to the Court in order to deny my brother, Patrick, party status in the 2011 Action.
56. During the course of the trustee replacement process, the Trustees advised me that the ruling of Justice Thomas in regards to Patrick's status does not necessarily mean that all others with identical fact patterns would also be considered beneficiaries of the 1985 Trust by the Trustees. My perception formed from this correspondence is the 1985 Trustees may have changed their views on what fact patterns qualify an individual as a beneficiary since the time they made representations to the Court of Queen's Bench (as it then was) and the Court of Appeal of this province that my brother, Patrick, qualified as a beneficiary of the 1985 Trust. This is yet another example of the Trustees taking vacillating positions.

Attached as **Exhibit "P"** to my Affidavit is the April 18, 2024 letter from Ms. Scarlett in this regard.

57. The day after Ms. Scarlett's letter of April 19, 2024, an email was sent to me by the administrator of the Trusts that the trustee selection process had been suspended due to beneficiary

identification issues. Attached as **Exhibit “Q”** to my Affidavit is the April 19, 2024 email from Mr. Bujold in this regard.

58. By way of email dated May 22, 2024, I received further information from the administrator of the Trusts regarding the trustee selection process. Amongst other matters, the communication confirmed that the trustee selection process was adjourned indefinitely and that:

“The Court has also determined that the 1985 Trust is a “discriminatory trust” in that it discriminates primarily against women who married out or will marry out in the future and discriminates against illegitimate children, among other discriminatory elements.”

(“emphasis mine”)

Attached as **Exhibit “R”** to my Affidavit is the May 22, 2024 email from Mr. Bujold in this regard.

59. To date the Trustees have refused (or failed) to provide any particulars as to what the concerns were that led to the suspension of the trustee replacement process.

#### **Lack of Accounting**

60. The Trustees recently held an annual AGM for the Trusts on November 17, 2024
61. The Trustees did not provide the report to beneficiaries for the AGM until October 31, 2024. Attached as **Exhibit “S”** to my Affidavit is the report to beneficiaries.
62. In advance of the AGM, I wrote to the Trustees to pose various questions and information I wished to have provided/answered for the AGM. Attached as **Exhibit “T”** to my Affidavit is my November 12, 2024 letter in this regard.
63. In response, I was advised that my requests were not provided with sufficient time and responses would be provided following the AGM. To date, I have not received such responses. Attached as **Exhibit “U”** to my Affidavit is the November 15, 2024 email response from Ms. Scarlett in this regard.
64. I attended the AGM on November 17, 2024 and noted the following:
- (a) The Trustees failed to provide **any** financial information for the 1985 Trust. It is my understanding that they have NEVER provided financial information for the 1985 Trust to the beneficiaries;
  - (b) The Trustees failed to provide detailed accounting information for the 1986 Trust, including general ledger statements;
  - (c) In response to a beneficiary question about the trustee selection process, the Trustees advised they had retained an expert to identify the beneficiaries of the 1985 Trust, but refused to identify the expert and claimed this information was privileged as against the beneficiaries;
  - (d) The Trustees refused to provide particulars of what caused the 2024 trustee selection process to be halted;

- (e) The Trustees advised the beneficiaries that the Court had ruled in the 2011 Action that the definition of beneficiary in the 1985 Trust Deed was discriminatory and “no, the definition cannot be varied”. Attached as **Exhibit “V”** to my Affidavit is a picture I took of a slide presented to the beneficiaries at the AGM on this topic. I informed the Trustees that the slide was not accurate; I did not believe it was correct in light of the recent amendments to the Alberta Trustee Act. The Trustees said we could not talk about the 2011 Action, but the fact was that they were talking about the 2011 Action and had an obligation to share correct information with the beneficiaries. In my view, the Trustees were deceiving the beneficiaries about the rulings and status of the 2011 Action in order to justify their recent change in position in regards to the validity of the 1985 Trust beneficiary definition, the motivations behind the change in position and the tremendous waste of Trust assets previously spent on their quest to change the definition;
  - (f) In response to a beneficiary question, the Trustees refused to provide information about the compensation they were receiving from the Trusts in relation to their duties or that they derived as a consequence of their position as a Trustee (such as director compensation etc.).
65. I spoke with several members of Sawridge following the AGM and there was a general tone of dissatisfaction and distrust as against the Trustees. Many of the persons I spoke to said they felt powerless to stand up to the Trustees and that when they expressed concerns to the Trustees, they were disregarded and not treated fairly. It is my sense, as Chief of Sawridge, that the Trustees have lost the support of the Sawridge membership, to which I concur, and I have felt compelled to bring these issues to the attention of the Court.

#### **Corporate Appointments**

66. The primary assets of the Trusts are what is known as the Sawridge Group of Companies. It was the vision of my father to use the wealth of Sawridge to create sustainable income and employment for its members through investing its assets into business ventures. It is my desire to see this vision continued and for Sawridge to be a self sufficient First Nation.
67. I am aware that the Trustees appointed Roland Twinn as an officer and director of the Sawridge Group of Companies shortly following his loss in the 2023 election and status as Chief of Sawridge. It is my view that Roland Twinn does not have the necessary educational background or business acumen to hold these positions and it appears was only granted same because of preferential treatment by the Trustees.
68. At the AGM, a beneficiary inquired about the compensation that Trustees and directors (for which Roland Twinn is both) are receiving. The Trustees refused to provide this information by claiming it was confidential.



69. I swear this Affidavit in support of an application for an Order removing the Trustees as Trustees of the Trusts and a replacement process for same.

**SWORN BEFORE ME** at the

City of Edmonton,

in the Province of Alberta

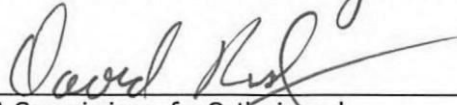
the 23 day of January, 2025

A Commissioner for Oaths in and  
for the Province of Alberta

CHIEF ISAAC TWINN

**David D. Risling**  
Barrister & Solicitor

This is **Exhibit "A"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 202<sup>5</sup>.

A handwritten signature in cursive script, appearing to read "David D. Risling", written over a horizontal line.

A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

## SAWRIDGE BAND INTER VIVOS SETTLEMENT

## DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15<sup>th</sup>  
day of April, 1985

B E T W E E N :

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

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,  
GEORGE V. TWIN and SAMUEL G. TWIN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter collectively called  
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

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of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

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would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

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No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.



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3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4. The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

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power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

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The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

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8.       The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9.       Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

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including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

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act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

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

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of



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Alberta.

IN WITNESS WHEREOF the parties hereto have  
executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Bruce G. Thom  
NAME

A. Settlor

Box 326, Slave Lake, Alta  
ADDRESS

B. Trustees:

Bruce G. Thom  
NAME

1.

Box 326, Slave Lake, Alta  
ADDRESS

Bruce G. Thom  
NAME

2.

Box 326, Slave Lake, Alta  
ADDRESS

Bruce G. Thom  
NAME

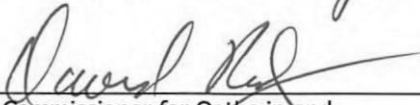
3.

Box 326, Slave Lake, Alta  
ADDRESS

Schedule

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

This is **Exhibit "B"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 20  .

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

## DECLARATION OF TRUST

**BETWEEN:**

OF THE FIRST PART.

- and -

OF THE SECOND PART.

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

- 2 -

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;

(b) "Trust Fund" shall mean:

(A) the property described in the Schedule attached hereto and any accumulated income thereon;

(B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

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- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the

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other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.



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7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

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(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

- 7 -

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

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- 8 -

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

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

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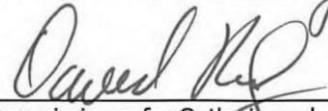
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- 9 -

SCHEDULE


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

This is **Exhibit "C"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 20\_\_.



\_\_\_\_\_  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

	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 &amp; 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](http://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.

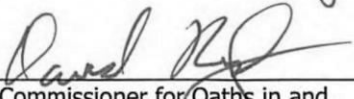
**Variation or Amendment of this Order**

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 I

This is **Exhibit "D"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025.

  
A Commissioner for Oaths in and  
for the Province of Alberta

Clerk's stamp:



COURT FILE NUMBER

1103 14112

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE TRUSTS ACT,  
R.S.A. 2000, c. T-8, AS AMENDEDIN 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 DOCUMENTReynolds, Mirth, Richards & Farmer LLP  
3200 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3W8Attention: 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

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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.



- 3 -

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

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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.

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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 15<sup>th</sup> 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 15<sup>th</sup> 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*.

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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.

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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.

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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

- 9 -

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 Commissioner for Oaths in and for  
the Province of Alberta

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

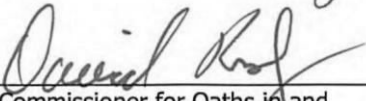
809051\_2; September 12, 2011

  
Paul Bujold



This is **Exhibit "E"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 20  .

  
A Commissioner for Oaths in and  
for the Province of Alberta

**Maile R. Bower**

---

**From:** Bonora, Doris <doris.bonora@dentons.com>  
**Sent:** Friday, August 18, 2017 11:51 AM  
**To:** Edward H. Molstad  
**Cc:** 'Paul@sawridgetrusts.ca'  
**Subject:** membership question  
**Attachments:** OLD INDIAN ACT S.PDF

Ed,

I wonder if you could help me answer a question on membership.

We have been assuming that if someone fit the definition of member under section 11 of the Act ( as it was in 1982) then they were likely a beneficiary under the 1985 trust. I have attached the releant setions of the act as it existed at the relevant dates

I was looking at section 13 of the act as it existed in 1982 and I have a question about whether the band needed to consent to a person being a member if the minister did not put the person on the band list.

Section 13 says :

Subject to the approval of the Minister and if the Minister so directs, to the consent of the admitting band,

(a) A person whose name is on the General List may be admitted into membership of a band with the consent of the council of the band; and

Section 6 of the act says that the name of every person who is a member of a band and is entitled to be registered shall be entered in the band list for that band and the name of every person who is not a member of a band and is entitled to be registered shall be entered on the General List. I wonder if this means that the affiliated people would be the people on the "General List" and thus they would only be members with the consent of the band. Thus we might be able to eliminate all kinds of people that CT would put forward because they do not have the consent of the band to be members. The Minister did not put them on the band list and left them on the General List, thus if they are not on the band list they only become members with the approval of the band. I would be happy for any thoughts you have on this.

This may be a new way for the SFN to assert some authority over the trust and be able to control who gets to be a beneficiary...which of course can always affect membership for them.

I welcome your thoughts.

Doris



**Doris C.E. Bonora**  
 Partner

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

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

大成 Salans FMC SNR Denton McKenna Long

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4

## Chap. I-6

## Indiens

and may by proclamation revoke any such declaration.

et peut par proclamation révoquer toute semblable déclaration.

Certaines sections  
s'appliquent  
à certains  
Indiens vivant  
hors des réserves

(3) Sections 114 to 123 and, unless the Minister otherwise orders, sections 42 to 52 do not apply to or in respect of any Indian who does not ordinarily reside on a reserve or on lands belonging to Her Majesty in right of Canada or a province. R.S., c. 149, s. 4; 1956, c. 40, s. 1.

(3) Les articles 114 à 123 et, sauf si le Ministre en ordonne autrement, les articles 42 à 52 ne s'appliquent à aucun Indien, ni à l'égard d'aucun Indien, ne résidant pas ordinairement dans une réserve ou sur des terres qui appartiennent à Sa Majesté du chef du Canada ou d'une province. S.R., c. 149, art. 4; 1956, c. 40, art. 1.

Certains  
articles ne  
s'appliquent pas  
aux Indiens  
vivant hors des  
réserves

## DEFINITION AND REGISTRATION OF INDIANS

## DÉFINITION ET ENREGISTREMENT DES INDIENS

Indian Register

5. An Indian Register shall be maintained in the Department, which shall consist of Band Lists and General Lists and in which shall be recorded the name of every person who is entitled to be registered as an Indian. R.S., c. 149, s. 5. *by the Chief in Council*

5. Il est maintenu au ministère un registre des Indiens, lequel consiste dans des listes de bande et des listes générales et où doit être consigné le nom de chaque personne ayant droit d'être inscrite comme Indien. S.R., c. 149, art. 5.

Registre des Indiens

Band Lists and General Lists

6. The name of every person who is a member of a band and is entitled to be registered shall be entered in the Band List for that band, and the name of every person who is not a member of a band and is entitled to be registered shall be entered in a General List. R.S., c. 149, s. 6.

6. Le nom de chaque personne qui est membre d'une bande et a droit d'être inscrite doit être consigné sur la liste de bande pour la bande en question, et le nom de chaque personne qui n'est pas membre d'une bande et a droit d'être inscrite doit apparaître sur une liste générale. S.R., c. 149, art. 6.

Listes de bande et listes générales

Deletions and additions

7. (1) The Registrar may at any time add to or delete from a Band List or a General List 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.

7. (1) Le registraire peut en tout temps ajouter à une liste de bande ou à une liste générale, ou en retrancher, le nom de toute personne qui, d'après 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

(2) The Indian Register shall indicate the date on which each name was added thereto or deleted therefrom. R.S., c. 149, s. 7.

(2) Le registre des Indiens doit indiquer la date où chaque nom y a été ajouté ou en a été retranché. S.R., c. 149, art. 7.

Date du changement

Existing lists in existence in the Department

8. The band lists in existence in the Department on the 4th day of September 1951 shall constitute the Indian Register, and the applicable lists shall be posted in a conspicuous place in the superintendent's office that serves the band or persons to whom the list relates and in all other places where band notices are ordinarily displayed. R.S., c. 149, s. 8.

8. Les listes de bande dressées au ministère le 4 septembre 1951 constituent le registre des Indiens et les listes applicables doivent être affichées à un endroit bien en vue dans le bureau du surintendant qui dessert la bande ou les personnes visées par la liste et dans tous les autres endroits où les avis concernant la bande sont ordinairement affichés. S.R., c. 149, art. 8.

Les listes existantes constituent le registre

Deletions and additions may be provided

9. (1) Within six months after a list has been posted in accordance with section 8 or within three months after the name of a person has been added to or deleted from a Band List or a General List pursuant to section 7

9. (1) Dans les six mois de l'affichage d'une liste conformément à l'article 8 ou dans les trois mois de l'addition du nom d'une personne à une liste de bande ou à une liste générale, ou de son retranchement d'une telle liste, en vertu de l'article 7,

Les retranchements et les additions peuvent être l'objet d'une proclamation

(a) in the case of a Band List, the council of the band, any ten electors of the band, or any

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three electors if there are less than ten electors in the band,

(b) in the case of a posted portion of a General List, any adult person whose name appears on that posted portion, and

(c) the person whose name was included in or omitted from the List referred to in section 8, or whose name was added to or deleted from a Band List or a General List.

may, by notice in writing to the Registrar, containing a brief statement of the grounds therefor, protest the inclusion, omission, addition, or deletion, as the case may be, of the name of that person, and the onus of establishing those grounds lies on the person making the protest.

Registrar to  
cause  
investigation

(2) Where a protest is made to the Registrar under this section he shall cause an investigation to be made into the matter and shall render a decision, and subject to a reference under subsection (3), the decision of the Registrar is final and conclusive.

Reference to  
judge

(3) Within three months from the date of a decision of the Registrar under this section,

(a) the council of the band affected by the Registrar's decision, or

(b) the person by or in respect of whom the protest was made,

may, by notice in writing, request the Registrar to refer the decision to a judge for review, and thereupon the Registrar shall refer the decision, together with all material considered by the Registrar in making his decision,

(c) in the Province of Prince Edward Island, to a judge of the Supreme Court,

(d) in the Province of Quebec, to a judge of the Superior Court for the district in which the band is situated or in which the person in respect of whom the protest was made resides, or for such other district as the Minister may designate, or

(e) in any other province, to a judge of the county or district court of the county or district in which the band is situated or in which the person in respect of whom the protest was made resides, or of such other county or district as the Minister may designate.

Inquiry and  
decision

(4) The judge of the Supreme Court, Superior Court, county or district court, as the case may be, shall inquire into the correctness of the

a) dans le cas d'une liste de bande, le conseil de la bande, dix électeurs de la bande ou trois électeurs, s'il y en a moins de dix,

b) dans le cas d'une portion affichée d'une liste générale, tout adulte dont le nom figure sur cette portion affichée, et

c) la personne dont le nom a été inclus dans la liste mentionnée à l'article 8, ou y a été omis, ou dont le nom a été ajouté à une liste de bande ou une liste générale, ou en a été retranché,

peuvent, par avis écrit au registraire, renfermant un bref exposé des motifs invoqués à cette fin, protester contre l'inclusion, l'omission, l'addition ou le retranchement, selon le cas, du nom de cette personne, et il incombe à la personne qui formule la protestation d'établir ces motifs.

(2) Lorsqu'une protestation est adressée au registraire, en vertu du présent article, il doit faire tenir une enquête sur la question et rendre une décision qui, sous réserve d'un renvoi prévu au paragraphe (3), est définitive et péremptoire.

Le registraire  
fait tenir une  
enquête

(3) Dans les trois mois de la date d'une décision du registraire aux termes du présent article,

a) le conseil de la bande que vise la décision du registraire, ou

b) la personne qui a fait la protestation ou à l'égard de qui elle a eu lieu,

peut, moyennant un avis par écrit, demander au registraire de soumettre la décision à un juge, pour révision, et dès lors le registraire doit déférer la décision, avec tous les éléments que le registraire a examinés en rendant sa décision,

c) dans la province de l'Île-du-Prince-Édouard, à un juge de la Cour suprême;

d) dans la province de Québec, au juge de la Cour supérieure du district où la bande est située ou dans lequel réside la personne à l'égard de qui la protestation a été faite, ou de tel autre district que le Ministre peut désigner;

e) dans les autres provinces, à un juge de la cour de comté ou de district du comté ou du district où la bande est située ou dans lequel réside la personne à l'égard de qui la protestation a été faite, ou de tel autre district que le Ministre peut désigner.

Renvoi devant  
un juge

(4) Le juge de la Cour suprême, de la Cour supérieure, de la cour de comté ou de district, selon le cas, doit enquêter sur la justesse de la

Enquête et  
décision

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Registrar's decision, and for such purposes may exercise all the powers of a commissioner under Part I of the *Inquiries Act*; the judge shall decide whether the person in respect of whom the protest was made is, in accordance with this Act, entitled or not entitled, as the case may be, to have his name included in the Indian Register, and the decision of the judge is final and conclusive.

décision du registraire, et, à ces fins, peut exercer tous les pouvoirs d'un commissaire en vertu de la Partie I de la *Loi sur les enquêtes*. Le juge doit décider si la personne qui a fait l'objet de la protestation a ou n'a pas droit, selon le cas, d'après la présente loi, à l'inscription de son nom au registre des Indiens, et la décision du juge est définitive et péremptoire.

One reference only

(5) Not more than one reference of a Registrar's decision in respect of a protest may be made to a judge under this section.

(5) La décision du registraire à l'égard d'une protestation ne peut être renvoyée qu'une seule fois devant un juge aux termes du présent article.

Un seul renvoi

Burden of proof

(6) Where a decision of the Registrar has been referred to a judge for review under this section, the burden of establishing that the decision of the Registrar is erroneous is on the person who requested that the decision be so referred. R.S., c. I-6, s. 9; 1974-75-76, c. 48, s. 25.

(6) Lorsque la décision du registraire a été renvoyée devant un juge, pour révision, aux termes du présent article, il incombe à la personne qui a demandé ce renvoi d'établir que la décision du registraire est erronée. S.R., c. I-6, art. 9; 1974-75-76, c. 48, art. 25.

Fardeau de la preuve

Wife and infant children

10. Where the name of a male person is included in, omitted from, added to or deleted from a Band List or a General List, the names of his wife and his minor children shall also be included, omitted, added or deleted, as the case may be. R.S., c. I-6, s. 10.

10. Lorsque le nom d'une personne du sexe masculin est inclus dans une liste de bande ou une liste générale, ou y est ajouté ou omis, ou en est retranché, les noms de son épouse et de ses enfants mineurs doivent également être inclus, ajoutés, omis ou retranchés, selon le cas. S.R., c. I-6, art. 10.

L'épouse et les enfants mineurs

Persons entitled to be registered

11. (1) Subject to section 12, a person is entitled to be registered if that person

11. (1) Sous réserve de l'article 12, une personne a droit d'être inscrite si

Personnes ayant droit à l'inscription

(a) on the 26th day of May 1874 was, for the purposes of *An Act providing for the organization of the Department of the Secretary of State of Canada, and for the management of Indian and Ordnance Lands*, being chapter 42 of the Statutes of Canada, 1868, as amended by section 6 of chapter 6 of the Statutes of Canada, 1869, and section 8 of chapter 21 of the Statutes of Canada, 1874, considered to be entitled to hold, use or enjoy the lands and other immovable property belonging to or appropriated to the use of the various tribes, bands or bodies of Indians in Canada;

a) elle était, le 26 mai 1874, aux fins de la loi alors intitulée: *Acte pourvoyant à l'organisation du Département du Secrétaire d'État du Canada, ainsi qu'à l'administration des Terres des Sauvages et de l'Ordonnance*, chapitre 42 des Statuts du Canada de 1868, modifiée par l'article 6 du chapitre 6 des Statuts du Canada de 1869 et par l'article 8 du chapitre 21 des Statuts du Canada de 1874, considérée comme ayant droit à la détention, l'usage ou la jouissance des terres et autres biens immobiliers appartenant aux tribus, bandes ou groupes d'Indiens au Canada, ou affectés à leur usage;

(b) is a member of a band

b) elle est membre d'une bande

(i) for whose use and benefit, in common, lands have been set apart or since the 26th day of May 1874, have been agreed by treaty to be set apart, or

(i) à l'usage et au profit communs de laquelle des terres ont été mises de côté ou, depuis le 26 mai 1874, ont fait l'objet d'un traité les mettant de côté, ou

(ii) that has been declared by the Governor in Council to be a band for the purposes of this Act;

(ii) que le gouverneur en conseil a déclarée une bande aux fins de la présente loi;

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(c) is a male person who is a direct descendant in the male line of a male person described in paragraph (a) or (b);

(d) is the legitimate child of

(i) a male person described in paragraph (a) or (b), or

(ii) a person described in paragraph (c);

(e) is the illegitimate child of a female person described in paragraph (a), (b) or (d);

or

(f) is the wife or widow of a person who is entitled to be registered by virtue of paragraph (a), (b), (c), (d) or (e).

Acceptance

(2) Paragraph (1)(e) applies only to persons born after the 13th day of August 1956. R.S., c. 149, s. 11; 1956, c. 40, s. 3.

Persons not entitled to be registered

12. (1) The following persons are not entitled to be registered, namely,

(a) a person who

(i) has received or has been allotted half-breed lands or money scrip,

(ii) is a descendant of a person described in subparagraph (i),

(iii) is enfranchised, or

(iv) is a person born of a marriage entered into after the 4th day of September 1951 and has attained the age of twenty-one years, whose mother and whose father's mother are not persons described in paragraph 11(1)(a), (b) or (d) or entitled to be registered by virtue of paragraph 11(1)(e),

unless, being a woman, that person is the wife or widow of a person described in section 11, and

(h) a woman who married a person who is not an Indian, unless that woman is subsequently the wife or widow of a person described in section 11.

Protest re illegitimate child

(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.

Certificate

(3) The Minister may issue to any Indian to whom this Act ceases to apply, a certificate to that effect.

(c) elle est du sexe masculin et descendante directe, dans la ligne masculine, d'une personne du sexe masculin décrite à l'alinéa a) ou b);

(d) elle est l'enfant légitime

(i) d'une personne du sexe masculin décrite à l'alinéa a) ou b), ou

(ii) d'une personne décrite à l'alinéa c);

(e) elle est l'enfant illégitime d'une personne du sexe féminin décrite à l'alinéa a), b) ou d); ou

(f) elle est l'épouse ou la veuve d'une personne ayant le droit d'être inscrite aux termes de l'alinéa a), b), c), d) ou e).

(2) L'alinéa (1)e) s'applique seulement aux personnes nées après le 13 août 1956. S.R., c. 149, art. 11; 1956, c. 40, art. 3.

Exception

12. (1) Les personnes suivantes n'ont pas le droit d'être inscrites, savoir:

Personnes n'ayant pas droit à l'inscription

a) une personne qui

(i) a reçu, ou à qui il a été attribué, des terres ou certificats d'argent de mépris,

(ii) est un descendant d'une personne décrite au sous-alinéa (i),

(iii) est émancipée, ou

(iv) est née d'un mariage contracté après le 4 septembre 1951 et a atteint l'âge de vingt et un ans, dont la mère et la grand-mère paternelle ne sont pas des personnes décrites à l'alinéa 11(1)a), b) ou d) ou admises à être inscrites en vertu de l'alinéa 11(1)e),

sauf si, étant une femme, cette personne est l'épouse ou la veuve de quelqu'un décrit à l'article 11, et

b) une femme qui a épousé un non-Indien, sauf si cette femme devient subsequmment l'épouse ou la veuve d'une personne décrite à l'article 11.

(2) L'addition, à une liste de bande, du nom d'un enfant illégitime décrit à l'alinéa 11(1)e) peut faire l'objet d'une protestation en tout temps dans les douze mois de l'addition et si, à la suite de la protestation, il est décidé que le père de l'enfant n'était pas un Indien, l'enfant n'a pas le droit d'être inscrit selon cet alinéa.

Protestation au sujet d'un enfant illégitime

(3) Le Ministre peut délivrer à tout Indien auquel la présente loi cesse de s'appliquer, un certificat dans ce sens.

Certificat



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Exemption

(4) Subparagraphs (1)(a)(i) and (ii) do not apply to a person who  
 (a) pursuant to this Act is registered as an Indian on the 13th day of August 1958, or  
 (b) is a descendant of a person described in paragraph (a) of this subsection.

(4) Les sous-alinéas (1)(a)(i) et (ii) ne s'appliquent pas à une personne qui,  
 a) en conformité de la présente loi, est inscrite à titre d'Indien le 13 août 1958, ou  
 b) est un descendant d'une personne désignée à l'alinéa a) du présent paragraphe.

Exemption

Idem

(5) Subsection (2) applies only to persons born after the 13th day of August 1956. R.S., c. 149, s. 12; 1956, c. 40, ss. 3, 4; 1958, c. 19, s. 1.

(5) Le paragraphe (2) s'applique seulement aux personnes nées après le 13 août 1956. S.R., c. 149, art. 12; 1956, c. 40, art. 3, 4; 1958, c. 19, art. 1.

Idem

Admission to band and transfer

13. Subject to the approval of the Minister and, if the Minister so directs, to the consent of the admitting band,

- (a) a person whose name appears on a General List may be admitted into membership of a band with the consent of the council of the band, and  
 (b) a member of a band may be admitted into membership of another band with the consent of the council of the latter band. 1956, c. 40, s. 5.

13. Sous réserve de l'approbation du Ministre et, si ce dernier l'ordonne, sous réserve du consentement de la bande qui accorde l'admission,

- a) une personne dont le nom apparaît sur une liste générale peut être admise au sein d'une bande avec le consentement du conseil de la bande, et  
 b) un membre d'une bande peut être admis parmi les membres d'une autre bande avec le consentement du conseil de celle-ci. 1956, c. 40, art. 5.

Admission au sein d'une bande et transfert d'un membre

Woman marrying outside band

14. A woman who is a member of a band ceases to be a member of that band if she marries a person who is not a member of that band, but if she marries a member of another band, she thereupon becomes a member of the band of which her husband is a member. R.S., c. 149, s. 14.

14. Une femme qui est membre d'une bande cesse d'en faire partie si elle épouse une personne qui n'en est pas membre, mais si elle épouse un membre d'une autre bande, elle entre dès lors dans la bande à laquelle appartient son mari. S.R., c. 149, art. 14.

Femme qui épouse un homme n'étant pas de la bande

Payments to person entitled to be member

15. (1) Subject to subsection (2), an Indian who becomes enfranchised or who otherwise ceases to be a member of a band is entitled to receive from Her Majesty

15. (1) Sous réserve du paragraphe (2), un Indien qui devient émancipé ou qui, d'autre manière, cesse d'être membre d'une bande a droit de recevoir de Sa Majesté

Paiements aux personnes qui cessent d'être membres

- (a) one per capita share of the capital and revenue moneys held by Her Majesty on behalf of the band, and  
 (b) an amount equal to the amount that in the opinion of the Minister he would have received during the next succeeding twenty years under any treaty then in existence between the band and Her Majesty if he had continued to be a member of the band.

- a) une part *per capita* des fonds de capital et de revenu détenus par Sa Majesté au nom de la bande, et  
 b) un montant égal à la somme que, de l'avis du Ministre, il aurait reçue durant les vingt années suivantes aux termes de tout traité alors en vigueur entre la bande et Sa Majesté s'il était demeuré membre de la bande.

Payments not to be made in certain cases

(2) A person is not entitled to receive any amount under subsection (1)  
 (a) if his name was removed from the Indian register pursuant to a protest made under section 9, or  
 (b) if he is not entitled to be a member of a band by reason of the application of para-

(2) Une personne n'a pas droit de recevoir un montant quelconque sous le régime du paragraphe (1)  
 a) si son nom a été rayé du registre des Indiens à la suite d'une protestation faite en vertu de l'article 9, ou

Certains cas où les paiements ne sont pas versés

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paragraph 11(1)(e) or subparagraph 12(1)(a)(iv).

b) si elle n'a pas droit d'être membre d'une bande en raison de l'application de l'alinéa 11(1)e) ou du sous-alinéa 12(1)a)(iv).

Payments to  
minors

(3) Where by virtue of this section moneys are payable to a person who is under the age of twenty-one, the Minister may

(3) Lorsqu'en vertu du présent article, des deniers sont payables à une personne de moins de vingt et un ans, le Ministre peut

Paiements aux  
mineurs

(a) pay the moneys to the parent, guardian or other person having the custody of that person or to the public trustee, public administrator or other like official for the province in which that person resides, or

a) payer les deniers au père ou à la mère, au tuteur ou à l'autre personne ayant la garde de cette personne, ou au curateur public ou administrateur public ou autre semblable fonctionnaire de la province où réside ladite personne, ou

(b) cause payment of the moneys to be withheld until that person reaches the age of twenty-one.

b) faire suspendre le paiement des deniers jusqu'à ce que la personne ait atteint l'âge de vingt et un ans.

Compensation  
for permanent  
improvements

(4) Where the name of a person is removed from the Indian Register and he is not entitled to any payment under subsection (1), the Minister shall, if he considers it equitable to do so, authorize payment, out of moneys appropriated by Parliament, of such compensation as the Minister may determine for any permanent improvements made by that person on lands in a reserve.

(4) Lorsque le nom d'une personne est rayé du registre des Indiens et que celle-ci n'a droit à aucun paiement aux termes du paragraphe (1), le Ministre, s'il l'estime équitable, doit autoriser le paiement, à même les deniers votés par le Parlement, de l'indemnité qu'il fixe pour toute amélioration permanente faite par cette personne sur des terres d'une réserve.

Indemnité  
relative aux  
améliorations  
permanentes

Constitution  
of payments  
under future  
Act

(5) Where, prior to the 4th day of September 1951, any woman became entitled, under section 14 of the Indian Act, chapter 98 of the Revised Statutes of Canada, 1927, or any prior provisions to the like effect, to share in the distribution of annuities, interest moneys or rents, the Minister may, in lieu thereof, pay to such woman out of the moneys of the band an amount equal to ten times the average annual amounts of such payments made to her during the ten years last preceding or, if they were paid for less than ten years, during the years they were paid. R.S., c. 149, s. 15; 1956, c. 40, s. 6.

(5) Lorsque, avant le 4 septembre 1951, une femme est devenue admissible, selon l'article 14 de la Loi des Indiens, chapitre 98 des Statuts révisés du Canada de 1927, ou selon quelque disposition antérieure ayant le même effet, à participer à la distribution d'annuités, intérêts ou rentes, le Ministre peut, en remplacement des susdits, payer à cette femme, sur les deniers de la bande, un montant égal à dix fois les montants annuels moyens de ces paiements à elle effectués au cours des dix années précédentes ou, s'ils l'ont été pendant moins de dix ans, au cours des années pendant lesquelles ils ont été faits. S.R., c. 149, art. 15; 1956, c. 40, art. 6.

Constitution  
de paiements  
prévus par une  
loi antérieure

Transfer of  
funds

16. (1) Section 15 does not apply to a person who ceases to be a member of one band by reason of his becoming a member of another band, but, subject to subsection (3), there shall be transferred to the credit of the latter band the amount to which that person would, but for this section, have been entitled under section 15.

16. (1) L'article 15 ne s'applique pas à une personne qui cesse d'appartenir à une bande du fait qu'elle devient membre d'une autre bande, mais, sous réserve du paragraphe (3), le montant auquel cette personne aurait eu droit en vertu de l'article 15, sans le présent article, doit être transféré au crédit de la bande en dernier lieu mentionnée.

Transfert de  
fonds

Transferred  
member's  
interest

(2) A person who ceases to be a member of one band by reason of his becoming a member of another band is not entitled to any interest in the lands or moneys held by Her Majesty on

(2) Une personne qui cesse de faire partie d'une bande du fait qu'elle est devenue membre d'une autre bande n'a droit à aucun intérêt dans les terres ou deniers détenus par Sa

L'intérêt d'un  
membre  
transféré

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behalf of the former band, but he is entitled to the same interest in common in lands and moneys held by Her Majesty on behalf of the latter band as other members of that band.

Majesté au nom de la bande en premier lieu mentionnée, mais elle a droit au même intérêt en commun, dans les terres et les deniers détenus par Sa Majesté au nom de la bande en deuxième lieu mentionnée, que les autres membres de cette dernière.

Transfer of  
woman by  
marriage

(3) Where a woman who is a member of one band becomes a member of another band by reason of marriage, and the per capita share of the capital and revenue moneys held by Her Majesty on behalf of the first-mentioned band is greater than the per capita share of such moneys so held for the second-mentioned band, there shall be transferred to the credit of the second-mentioned band an amount equal to the per capita share held for that band, and the remainder of the money to which the woman would, but for this section, have been entitled under section 15 shall be paid to her in such manner and at such times as the Minister may determine. R.S., c. 149, s. 16.

(3) Lorsqu'une femme qui fait partie d'une bande devient membre d'une autre bande du fait de son mariage et que la part *per capita* des fonds de capital et de revenu détenus par Sa Majesté au nom de la bande en premier lieu mentionnée, est plus élevée que la part *per capita* des fonds ainsi détenus pour la bande en deuxième lieu mentionnée, il doit être transféré au crédit de la bande en deuxième lieu mentionnée un montant égal à la part *per capita* détenue pour cette bande, et le solde des deniers auxquels cette femme aurait eu droit aux termes de l'article 15, sans le présent article, doit lui être versé de la manière et aux époques que le Ministre détermine. S.R., c. 149, art. 16.

Quand une  
femme change  
de bande du  
fait de son  
mariage

Minister may  
constitute new  
bands

17. (1) The Minister may, whenever he considers it desirable, ~~in the exercise of his office~~ *in the exercise of his office* (a) constitute new bands and establish Band Lists with respect thereto from existing Band Lists or General Lists, or both, (b) amalgamate bands that, by a vote of a majority of their electors, request to be amalgamated, and (c) where a band has applied for enfranchisement, remove any name from the Band List and add it to the General List.

17. (1) Le Ministre peut, chaque fois qu'il l'estime opportun,

Le Ministre  
peut constituer  
de nouvelles  
bandes

a) constituer de nouvelles bandes et établir à leur égard des listes de bande en se servant des listes de bande ou des listes générales existantes, ou des deux à la fois, b) fusionner des bandes qui, par un vote majoritaire de leurs électeurs, demandent la fusion, et c) lorsqu'une bande a demandé l'émancipation, retrancher tout nom de la liste de bande et l'ajouter à la liste générale.

Division of  
reserves and  
funds

(2) Where pursuant to subsection (1) a new band has been established from an existing band or any part thereof, such portion of the reserve lands and funds of the existing band as the Minister determines shall be held for the use and benefit of the new band.

(2) Si, conformément au paragraphe (1), une nouvelle bande a été constituée à même une bande existante ou quelque partie de cette dernière, on doit détenir à l'usage et au profit de la nouvelle bande telle fraction des terres de réserve et des fonds de la bande existante que le Ministre détermine.

Division des  
réserves et des  
fonds

No protest

(3) No protest may be made under section 9 in respect of the deletion from or addition to a list consequent upon the exercise by the Minister of any of his powers under subsection (1). R.S., c. 149, s. 17; 1956, c. 40, s. 7.

(3) Aucune protestation ne peut être faite selon l'article 9 à l'égard du retranchement d'une liste ou de l'addition à une liste par suite de l'exercice, par le Ministre, de l'un quelconque de ses pouvoirs prévus au paragraphe (1). S.R., c. 149, art. 17; 1956, c. 40, art. 7.

Aucune  
protestation

#### RESERVES

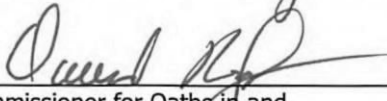
Reserves to be  
held for use and  
benefit of  
Indians

18. (1) Subject to this Act, reserves are held by Her Majesty for the use and benefit of the respective bands for which they were set apart;

18. (1) Sauf les dispositions de la présente loi, Sa Majesté détient des réserves à l'usage et au profit des bandes respectives pour lesquelles

Les réserves  
sont détenues à  
l'usage et au  
profit des  
Indiens

This is **Exhibit "F"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

COPY

Maile R. Bower

---

**From:** Maile R. Bower on behalf of Edward H. Molstad  
**Sent:** Thursday, September 14, 2017 11:07 AM  
**To:** 'Bonora, Doris'  
**Cc:** Ellery Sopko  
**Subject:** Sawridge Trust; Parlee File 64203-7/EHM  
**Attachments:** Letter to Justice D.R.G. Thomas [September 14, 2017 Draft] (E7555783).PDF

Doris,

I am under time constraints and I have had to send this draft letter to the client already. Please find a copy of the draft that I am reviewing with the client.

Yours truly,

Edward H. Molstad, Q.C. | Counsel



PARLEE McLAWS <sup>LLP</sup>

1700 Enbridge Centre, 10175-101 Street NW, Edmonton, Alberta T5J 0H3  
Direct: 780.423.8506 | Fax: 780.423.2870 | Email: [emolstad@parlee.com](mailto:emolstad@parlee.com)

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**Maile R. Bower**

---

**From:** Microsoft Outlook  
**To:** 'Bonora, Doris'  
**Sent:** Thursday, September 14, 2017 11:08 AM  
**Subject:** Relayed: Sawridge Trust; Parlee File 64203-7/EHM

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

'Bonora, Doris' ([doris.bonora@dentons.com](mailto:doris.bonora@dentons.com)) <<mailto:doris.bonora@dentons.com>>

**Subject:** Sawridge Trust; Parlee File 64203-7/EHM

**Maile R. Bower**

---

**From:** Microsoft Outlook  
**To:** Ellery Sopko  
**Sent:** Thursday, September 14, 2017 11:07 AM  
**Subject:** Delivered: Sawridge Trust; Parlee File 64203-7/EHM

Your message has been delivered to the following recipients:

Ellery Sopko ([esopko@parlee.com](mailto:esopko@parlee.com)) <<mailto:esopko@parlee.com>>

Subject: Sawridge Trust; Parlee File 64203-7/EHM



September 14, 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  
6<sup>th</sup> 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.

- 2 -

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**

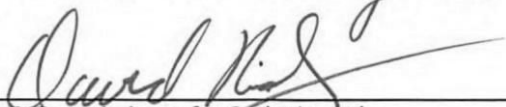
EDWARD H. MOLSTAD, Q.C.  
EHM/mb

cc: Doris Bonora, Dentons Canada LLP  
*Via email: [doris.bonora@dentons.co](mailto:doris.bonora@dentons.co)*

cc: Janet Hutchison, Hutchison Law  
*Via email: [jhutchison@jlhlaw.ca](mailto:jhutchison@jlhlaw.ca)*

cc: Karen Platten, Q.C., McLennan Ross  
*Via email: [kplatten@mross.com](mailto:kplatten@mross.com)*

This is **Exhibit "G"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

David D. Risling  
Barrister & Solicitor



**PARLEE McLAWS<sup>LLP</sup>**  
BARRISTERS & SOLICITORS | PATENT & TRADEMARK AGENTS

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  
6<sup>th</sup> 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).
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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.

- 2 -

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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**

A handwritten signature in black ink, appearing to be 'E. Molstad', with a large, sweeping loop at the end.

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

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

This is **Exhibit "H"** referred to in the Affidavit of  
**Isaac Twinn**

\_\_\_\_\_ sworn before me  
on the 13 day of January, 2025



\_\_\_\_\_  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

Tracy L. Kaiser

---

**From:** Bonora, Doris <doris.bonora@dentons.com>  
**Sent:** Monday, December 04, 2017 8:25 AM  
**To:** Edward H. Molstad  
**Subject:** AGENDA FOR SETTLEMENT MEETING  
**Attachments:** 30908508\_1.docx

COPY

Ed

I am attaching a settlement meeting agenda. You will see that asking about discrimination is further down the list. Given how the meetings have gone in the past, I thought we would run through where everyone is at on settlement so that SFN can call a halt and tell them that SFN is dissolving the trust. I think that a declaration that the trust is discriminatory is helpful to any application that you might bring to dissolve the trust so we likely want to push for that.

I welcome your comments.

Doris



Doris C.E. Bonora  
 Partner

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

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

Maclay Murray & Spens > Gallo Barrios Pickmann > Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk  
 > Boekel > OPF Partners > 大成 > McKenna Long

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**Possible agenda items for Discussion for the Sawridge Trust  
Litigation Settlement Meeting on December 7, 2017**

**Without Prejudice**

1. Update on the extensive litigation occurring at the CA
2. Grandfathering of minors – is there any possibility of settlement for all minors for which the OPGT represents

Is there any possibility of a settlement for the minors, if there is not a global settlement with all parties?

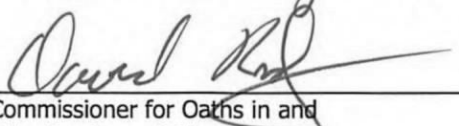
3. For Catherine Twinn, what are the parameters of the settlement or grandfathering. Is it necessary in order to settle to establish tribunals which decide beneficiary status?
4. If Nancy Golding is attending what are the parameters of settlement for her clients?
5. For Sawridge First Nation, what are the terms of settlement that will avoid an application to dissolve the trust?
6. What are the parameters of settlement for the Trustees?
7. What are the next steps in the litigation?
  - Direct an issue on whether the trust is discriminatory as suggested by the CA?
  - Does anyone disagree that the trust is discriminatory?  
Catherine Twinn made some comments at the CA about this issue.
  - What does a directed issue on discrimination involve

- 2 -

- What steps do the parties think need to be completed to get to a determination or directed issue on discrimination
- If this is not possible, what do the parties see as the next step in the litigation?
  - Affidavit of records
  - Is there to be a trial of the issues?
  - If there is a trial, what does that process involve?
  - Will there be an exchange of witness lists
  - Will there be an exchange of will say statements
  - Will there be an exchange of expert reports.
  - What are the thoughts on the length of the trial
  - Should we go back to Thomas to get direction on litigation steps
  - At what point in this process is SFN likely to bring an application to dissolve the trust
  - The application for distribution was adjourned, it will need to be dealt with

***ALL OF THE ABOVE HAS BEEN PUT FORWARD AS SUGGESTIONS FOR DISCUSSION AND IS PROVIDED ON A WITHOUT PREJUDICE BASIS***

This is **Exhibit " I "** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

**Edward H. Molstad**

---

**From:** Bonora, Doris <doris.bonora@dentons.com>  
**Sent:** Thursday, January 4, 2018 12:48 PM  
**To:** Edward H. Molstad  
**Cc:** 'Paul@sawridgetrusts.ca'; Brian Heidecker; Ken Haluschak (kbhaluschak@bryanco.com)  
**Subject:** Potential conflict issues for Jan 5, 2018

Ed

In the factum that we recently received from Catherine Twinn on her advance costs award, she has raised a new issue that I thought you should think about for the Jan 5 hearing. They have said that the chief is in a new conflict because now he is a chief who is contemplating bringing an application to void the trust and a trustee who is trying to uphold the trust.

That is a bit of a conflict. I think that there are likely many issues that are similar in a small family like group such as SFN. However, we do need to think about this issue and we will need to address it in our factum, although I think it is irrelevant to her costs award.

Just thought I would let you think about this. Please call me if you wish to discuss



Doris C.E. Bonora  
 Partner

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

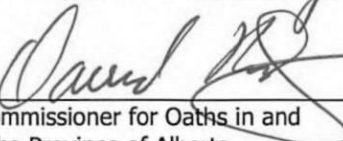
Dentons Canada LLP  
 2900 Manulife Place, 10180 - 101 Street Edmonton, AB T5J 3V5 Canada

MacLay Murray & Spens > Gallo Barrios Pickmann > Muñoz > Cardenas & Cardenas > Lopez Velarde  
 > Rodyk > Boekel > OPF Partners > 大成 > McKenna Long

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This is **Exhibit "J"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

**Maile R. Bower**

---

**From:** Bonora, Doris <doris.bonora@dentons.com>  
**Sent:** Wednesday, March 21, 2018 6:53 PM  
**To:** Hagerman, Susan  
**Cc:** Edward H. Molstad; England, Mandy  
**Subject:** Re: Sawridge - Beneficiary Definition - March 21-18.PDF

Ed

I am sharing this correspondence with you so you are apprised often steps we are taking. I think strategically we should have you stay silent until absolutely necessary

Please let me know if that is ok  
 Doris

Doris Bonora  
 Dentons Canada LLP  
[Doris.bonora@dentons.com](mailto:Doris.bonora@dentons.com)  
 780-423-7188

 **Doris C.E. Bonora**  
 Partner

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

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

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On Mar 22, 2018, at 8:43 AM, Hagerman, Susan <[susan.hagerman@dentons.com](mailto:susan.hagerman@dentons.com)> wrote:

Mr. Molstad:

Attached is a copy of the letter regarding the Beneficiary Definition that was sent to Ms. Hutchison, Ms. Platten, Ms Osouldini and Mr. Risling earlier today.

 **Susan Hagerman**  
 Estates Paralegal

D +1 780 423 7318  
[susan.hagerman@dentons.com](mailto:susan.hagerman@dentons.com)  
 Website

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

Maclay Murray & Spens > Gallo Barrios Pickmann > Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk > Boekel > OPF Partners > 大成 > McKenna Long

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<Ltr to counsel re Beneficiary Definition - March 21-18 (2).PDF>



This is **Exhibit "K"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

**Form 27**  
**Rule 6.3**

COURT FILE NUMBER 1103 14112

COURT COURT OF QUEEN'S BENCH OF  
ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

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

IN THE MATTER OF THE SAWRIDGE  
BAND INTER VIVOS SETTLEMENT  
CREATED BY CHIEF WALTER PATRICK  
TWINN, OF THE SAWRIDGE INDIAN  
BAND, NO. 19 now known as SAWRIDGE  
FIRST NATION ON APRIL 15, 1985 (the  
"1985 Sawridge Trust")  
APPLICANT ROLAND TWINN, MARGARET WARD,  
TRACEY SCARLETT, EVERETT JUSTIN  
TWIN AND DAVID MAJESKI, as Trustees  
for the 1985 Sawridge Trust ("Sawridge  
Trustees")

DOCUMENT **APPLICATION**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT  
Dentons Canada LLP  
2500 Stantec Tower  
10230 – 103 Avenue  
Edmonton, AB T5J 0K4

Attention: Michael S Sestito  
Telephone: (780) 423-7300  
Email: [Michael.sestito@dentons.com](mailto:Michael.sestito@dentons.com)  
File No: 551860-001-MSS

**NOTICE TO RESPONDENT(S)**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

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

Date: **To be Scheduled before Case Management Justice**  
Time: **To be Scheduled before Case Management Justice**  
Where: **Law Courts, 1A Sir Winston Churchill Square,  
Edmonton, Alberta T5J 0R2**

Before Whom: **Justice J.S. Little**

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 setting out the following:
  - a. Confirming the validity of the 1985 Sawridge Trust;
  - b. Affirming that notwithstanding that the definition of "Beneficiary" set out under the 1985 Sawridge Trust is discriminatory, and includes certain non-members of the Sawridge Nation, the Sawridge Trustees may proceed to make distributions to the Beneficiaries of the 1985 Sawridge Trust, including to non-members of the Sawridge First Nation who qualify as beneficiaries of the 1985 Sawridge Trust;
  - c. Approving the Distribution Proposal submitted by the Sawridge Trustees;
  - d. Confirming that the Office of the Public Guardian and Trustee has fully executed and satisfied its obligations, as of the date this Order is filed, imposed upon them by this Court;
  - e. Discharging the Office of the Public Guardian and Trustee from any further duties in relation to this Action;
  - f. Declaring that the indemnification and funding of the Office of the Public Guardian and Trustee, as set out in the Order of Justice Thomas, pronounced June 12, 2012, and filed September 20, 2012, is ended; and
  - g. Confirming that the litigation has concluded and that nothing in the Order negates the Sawridge Trustees' ongoing duty to act in good faith in carrying out their duties and powers as defined in the 1985 Sawridge Trust, or the Beneficiaries' ongoing right to enforce the bona fides of the Sawridge Trustees in the exercise of their powers and duties as outlined in the 1985 Sawridge Trust Deed.

**Grounds for making this application:**

2. In 2011, the Sawridge Trustees brought an application for advice and direction to the court seeking certain relief.
3. In 2012, the OPGT was appointed litigation representative for the 31 minors who are children of current Sawridge First Nation members as well as any minors who are children of applicants seeking to be admitted into membership of the Sawridge First Nation.
4. In 2015, the Court ordered the Trustees to present a distribution proposal and have it approved by the Court.

5. Also in 2015, the Court Ordered the OPGT to limit its role to four tasks:
  - a. Representing the interests of minor beneficiaries and potential minor beneficiaries to ensure that they receive fair treatment (either direct or indirect) in the distribution of the assets of the 1985 Sawridge Trust; and
  - b. Examining on behalf of the minor beneficiaries the manner in which the property was placed / settled in the Trust; and
  - c. Identifying potential but not yet identified minors who are children of Sawridge First Nation members or membership candidates as these are potentially minor beneficiaries of the 1985 Sawridge Trust; and
  - d. Supervising the distribution process itself.
6. In 2016, the application concerning the 1985 Sawridge Trust distribution proposal was adjourned *sine die*. The issue of the distribution proposal remains outstanding.
7. The Sawridge Trustees wish to begin distributing benefits to the 1985 Sawridge Beneficiaries.
8. The Sawridge Trustees have prepared a draft distribution proposal and have shared that draft with the parties.

**Material or evidence to be relied on:**

9. The Distribution Proposal of the Sawridge Trustees;
10. Affidavits previously filed in this action;
11. Questionings filed in this action;
12. Undertakings filed in this action;
13. Affidavits of records and supplemental affidavits of records in this action;
14. Such further material as counsel may further advise and this Honourable Court may permit.

**Applicable rules:**

15. *Alberta Rules of Court*, Alta Reg 124/2010, Rules 1.2, 1.3, 1.4, 4.11, 4.14, 6.3,
16. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts, regulations and Orders:**

17. *Trustee Act*, SA 2022, c T-8.1, as amended;
18. Various procedural orders made in the within action;
19. Such further and other acts, regulations, and orders as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

20. None.

**How the application is proposed to be heard or considered:**

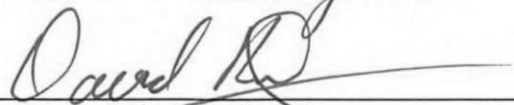
21. In person before the Case Management Justice.

**WARNING**

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

This is **Exhibit "L"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025



A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor



20 March 2024

Chief Isaac Twinn  
P.O. Box 326  
Slave Lake, AB T0G 2A0

SENT BY EMAIL

Dear Chief,

We write in response to your letter of 5 March 2024.

Firstly, you have posed several specific questions regarding the process for trustee replacement. We refer you back to our response of 9 February 2024 and have little to add. We look forward to receipt of your application and will consider it in accordance with our discretion as Trustees and in line with the Trustee Replacement Policy, which has been developed and amended to deal with Trustee replacement. The most recent copy of the Trustee Replacement Policy was provided with the application package. We have nothing to add to that policy and to our previous response at this time. We welcome your application. The Trustees are following policies they have developed and amended to deal with the replacement of Trustees.

Secondly, you have asked for financial information regarding the Trusts and we are accordingly providing the latest Annual Report for your records.

Thirdly, you have asked for an accounting of the Trusts. The Trustees plan on taking the appropriate steps with respect to accounting following the conclusion of the Advice and Direction application. As you know, we are working to conclude that action as expeditiously as possible, but the Court has been delayed in responding to the request of the Office of the Public Trustee and Guardian for the appointment of a new case management justice. As soon as that court action is concluded, we plan on identifying the beneficiaries of the 1985 Trust according to the rules of the Trust Deed and any court direction and will then proceed with a form of passing of accounts for both the 1985 and 1986 Trusts.

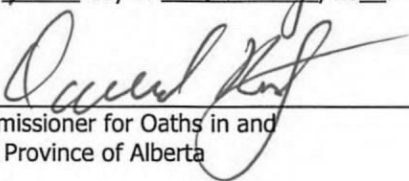
Cordially,  
The Trustees of the Sawridge Trusts per:

Tracey Scarlett, Chair  
Attachments



This is **Exhibit "M"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

David D. Risling  
Barrister & Solicitor



July 18, 2024

Dear Ms. Bonora:

**Re: Application for Intervenor Status**

We are in receipt of the Sawridge Trustees' proposed application (sent for filing June 28, 2024).

We understand the Sawridge Trustees are seeking, *inter alia*, the Court's approval to allow what has previously been determined to be a discriminatory trust to be deemed valid.

In order to properly consider the First Nation's position on this request, we first need to understand how the Sawridge Trustees intend to apply the definition of "beneficiary" contained in the 1985 Trust Deed. To date, the First Nation has not been provided with a list of persons the Sawridge Trustees have identified as qualifying as current beneficiaries of the 1985 Trust. Our concern is heightened by the Sawridge Trustees recent correspondence wherein we were advised that replacement trustees could not be selected due to difficulties (or an apparent inability) to apply the existing 1985 beneficiary definition. This is highly troubling to the First Nation.

We would kindly request that the Sawridge Trustees provide the First Nation with a list of all persons presently identified as qualifying as a beneficiary of the 1985 Trust pursuant to the existing definition. In addition, please advise as to what specific difficulties the Sawridge Trustees encountered in attempting to apply the definition in relation to the recent trustee replacement process.

I would ask that this information be provided no later than July 26, 2024 in order to provide the First Nation with sufficient time to consider its position on the proposed intervener application.

Yours truly,



Isaac Twinn

Chief

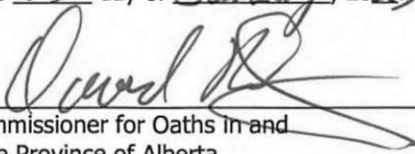
Sawridge First Nation

cc: Janet Hutchison/Jon Faults, OPGT counsel

cc: Crista Osualdini, Catherine Twinn counsel

This is **Exhibit "N"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

DENTONS

Michael S Sestito  
Partner  
michael.sestito@dentons.com  
D +1 780 423 7300

Dentons Canada LLP  
2500 Stantec Tower  
10220-103 Avenue NW  
Edmonton, AB, Canada T5J 0K4

dentons.com

July 24, 2024

File No.: 551860-1

Sent Via E-mail

isaac.twinn@sawridgefirstnation.com

Chief Isaac Twinn  
Sawridge First Nation  
806 Caribou Trail NE  
Slave Lake, AB T0G 2A0

Dear Chief Twinn:

**Re: Application for Intervenor Status**

Thank you for your letter dated July 18, 2024 that you sent on behalf of the Sawridge First Nation (the "SFN"). We understand that you continue to self represent the SFN and that, as of present, the SFN has not yet appointed independent legal counsel.

Firstly, your letter states that the Sawridge Trustees are seeking "the Court's approval to allow what has previously been determined to be a discriminatory trust to be deemed valid." With respect, this is not entirely accurate. The application itself does not concern the validity of the 1985 Sawridge Trust. The application seeks various relief, including a declaration from the court that a distribution can be made pursuant to a definition of beneficiaries that the court has determined was discriminatory.

Regardless, you have asked for information to "understand how the Sawridge Trustees intend to apply the definition of 'beneficiary' contained in the 1985 Trust Deed." With respect, that information is not relevant for the purpose of determining the application that is before the court. Presumably, the SFN wishes to intervene with specific reference to the following requested Order:

Affirming that notwithstanding that the definition of "Beneficiary" set out under the 1985 Sawridge Trust is discriminatory, and includes certain non-members of the Sawridge Nation, the Sawridge Trustees **may proceed to make distributions to the Beneficiaries** of the 1985 Sawridge Trust, including to non-members of the Sawridge First Nation who qualify as beneficiaries of the 1985 Sawridge Trust. (Emphasis added).

The question of identifying the Beneficiaries is not something that is before the court for the purposes of this application. Rather, the question to the Court is whether or not the Trustees are able to distribute pursuant to a definition that has been determined to be discriminatory.

**DENTONS**Chief Isaac Twinn  
July 24, 2024  
Page 2

dentons.com

However, in answer to your question, we advise that the Trustees will take a similar approach to the Trustee selection process in which a potential beneficiary will be asked to provide or confirm personal and genealogical information so that the Trustees may determine their eligibility as a beneficiary.

In your letter you have asked that "the Sawridge Trustees provide the SFN with a list of all persons presently identified as qualifying as a beneficiary of the 1985 Trust pursuant to the existing definition." While our clients have worked on various lists including in as part of settlement negotiations with the respondents in the litigation, the Sawridge Trustees have not unilaterally prepared a list of beneficiaries. Consistent with their fiduciary duties, the Sawridge Trustees have an obligation to confirm the information necessary to identify beneficiaries. In addition, the litigation has been ongoing for many years and the definition of beneficiary has been uncertain.

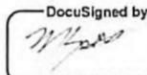
In your letter you note that the SFN was "advised that replacement trustees could not be selected due to difficulties (or an apparent inability) to apply the existing 1985 beneficiary definition." With respect, this is not accurate. As reported by the Trust's administrator in his correspondence of May 22, 2024, the reason for suspending the selection process for a replacement trustee was because certain applicants were unwilling to provide certain information required for the determination of their beneficial status. It was decided that the selection process would resume once there was more certainty over the definition following the end of the court litigation. If you did not receive a copy of this May 22, 2024 correspondence please let us know and we will provide a copy for your records.

We draw your attention to paragraph 2 of the Case Management Order pronounced by Justice Little on June 5, 2024, which reads: "If the [SFN] decides to apply as intervenors, it will do so on or before August 15, 2024." If the SFN does decide to apply as intervenors, we look forward to the receipt of your application and supporting affidavit by August 15, 2024 so that the Parties (including the Sawridge Trustees) can determine what position if any to take on your application.

Yours truly,

Yours truly,

Dentons Canada LLP

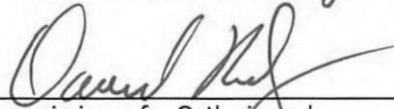
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9D5F0DB2C8FB482...

Michael S. Sestito / Doris C. Bonora, K.C.  
Partner

MSS/mb

This is **Exhibit "O"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025



A Commissioner for Oaths in and  
for the Province of Alberta

David D. Risling  
Barrister & Solicitor

**C-06 REPLACEMENT OF TRUSTEES POLICY****PROPOSED**

2018-03-16

**ADOPTED**

2018-03-16

**REVISED**

2024-02-20

**Introduction**

The Trustees of the Sawridge Band Intervivos Settlement (the "1985 Trust") and of the Sawridge Trust (the "1986 Trust") (collectively known as the "Sawridge Trusts"), desire that each Trust maintains the Trusts knowledge, history, experience, continuity, consistency and wisdom of any Trustees whose Term of appointment expires ("Trusts' Memory"), such that it is necessary to stagger the replacement of the Trustees to ensure that the Sawridge Trusts maintain such Trusts' Memory in a realistic and logical fashion and in the best interests of the beneficiaries of the Sawridge Trusts (the "Beneficiaries").

**Number of Trustees**

The 1985 Trust requires a minimum of five (5) Trustees, with no set maximum number of Trustees; three of whom, at any one time, must be beneficiaries of the 1985 Trust. The 1986 Trust requires that there be a minimum of three (3) Trustees, and up to a maximum of seven (7) Trustees; at least two of whom, at any one time, must be beneficiaries of the 1986 Trust.

It is in the best interests of the Trusts and of the Beneficiaries that each Trust have up to seven (7) Trustees, and that there will be only one set of Trustees appointed for both the 1985 Trust and the 1986 Trust. At the time of latest revision of this Policy, there are currently five (5) Trustees. The addition of the two (2) new Trustee positions will allow for the appointment of beneficiaries of the 1986 Trust without requiring those individuals to also be beneficiaries of the 1985 Trust. Increasing the number of Trustees allows the Trustee to fulfill the skills matrix for the Trusts by allowing for the appointment of Trustees who may or may not be Beneficiaries.

The Trustees shall be permitted to consider the staggering of the two (2) new Trustee positions such that the terms reflect the Trustees desire to maintain the Trusts' Memory. Subject to the desire to maintain Trusts' Memory, the term of any Trustee shall be for three (3) years with the possibility of reappointment for a further three (3) year term. The Trustee must agree to such appointment and must agree to sign the contract proposed by the Trustees in respect of the term of appointment and in respect of other duties and responsibilities.

**Eligibility Criteria for Board of Trustees**

The Trustees will consist of:

- a. Three (3) Trustees who must qualify as beneficiaries of the 1985 Trust, whether or not they also qualify as beneficiaries of the 1986 Trust (ie: no requirement to qualify as beneficiaries of the 1986 Trust); and
- b. Two (2) Trustees who must qualify as beneficiaries of the 1986 Trust, whether or not they also qualify as beneficiaries of the 1985 Trust (ie: no requirement to qualify as beneficiaries of the 1985 Trust);
- c. The remaining Trustee positions may be filled by non-beneficiaries or may be beneficiaries of either or both of the Trusts to bring the total number of Trustees selected to seven (7) provided that at any one time there cannot be any more than two (2) who are not Beneficiaries of the 1986 Trust.



## **C-06 REPLACEMENT OF TRUSTEES POLICY**

At all times this policy and any amendment to this policy must comply with the restrictions of the Trust Deed.

The Trustees recognize that diversity of age, gender, qualifications, interests, experience, business acumen, trust knowledge, Indigenous knowledge and knowledge of Sawridge First Nation and other characteristics are important qualities and such qualities and other qualities identified by the Trustees as beneficial to the Trusts or which provide value to the Trusts, may best be found in Beneficiaries and non-beneficiaries.

In addition to the composition noted above, in order to be eligible for consideration as a Trustee, candidates must meet the following:

- a. Be qualified in accordance with some aspects of the Trustee Desired Capacities Matrix which is adopted and approved by the Trustees from time to time, to reflect the comprehensive complement of skills required for effective governance of the Trusts. When selecting new candidates, the Trustees will ensure that the successful candidates match the skills identified as being necessary, important and relevant from the Trustee Desired Capacities Matrix for the replacement of Trustees. In addition, the Trustees will consider the current Strategic Plan and ensure that skills necessary to achieve the strategic objectives are accounted for in the roster of Trustee candidates.
- b. Be prepared to sign the contract for Trustees including agreement to the Trustee Code of Conduct in place at such time, and abide by all policies in place applicable to Trustees, as such Code of Conduct and/or policies may be amended from time to time.
- c. Where a Trustee has requested to be removed from the office of trustee or been removed on account of violations of the Code of Conduct or any other reason, such individual shall not be eligible for consideration as a Trustee unless and until a time period equal to the remainder of that former Trustee's term expired, plus the Gap Term (defined below). For example, if a Trustee was appointed for a three-year term on January 1, 2020, and was removed from the office of Trustee after 6 months (June 30, 2020), that individual would be ineligible to apply to be a Trustee until after the end of the appointed term (December 31, 2023) plus the 3 year Gap Term, so December 31, 2026. This ineligibility will not apply where a former Trustee was removed for any reason other than violations of the Code of Conduct, such as medical reasons etc. If the Trustee reapplies for appointment, the reasons for their removal shall be taken into account in considering their reappointment.

The Trustees shall consider the replacement of Trustees systematically and methodically, to ensure that there are no gaps within the skillsets of the composition of the Trustees, and no vulnerabilities to the group as a whole as a result of the complete turnover of all or a majority of Trustees at one time. The staggering of term limits and appointments will be carefully considered to ensure appropriate retention of Trusts' Memory and of historical and institutional knowledge and continuity within the group.

### **Term of Appointment**

The terms of the Trustees shall be structured to allow for the orderly appointment and removal of Trustees, taking into consideration the preservation of the Trusts' Memory and also taking into consideration any other issues that would warrant a change in the set terms set out below ("Term Limit Considerations")

Subject to the Term Limit Considerations, each Trustee shall have a three-year term with the possibility of a renewal of appointment for a second consecutive Three (3) year term. The first term is renewable at the option of and upon the agreement of the remaining Trustees. Once a Trustee has served two consecutive three-year terms or has been removed, that Trustee will be only be eligible for reappointment

## **C-06 REPLACEMENT OF TRUSTEES POLICY**

after a gap of at least one three-year term (the "Gap Term"). Following the Gap Term, a person is eligible to be appointed as a Trustee for a further three-year term with the possibility of renewal of appointment for a second term. The number of terms of office for a Trustee is unlimited, provided they are appointed for only two consecutive terms followed by a Gap Term. A Trustee shall only be permitted to serve as a Trustee after being appointed by the then-currently appointed Trustees and upon signing a contract detailing the term and conditions of such appointment. Such contract is attached hereto as Schedule "A".

**This policy shall apply to all Trustees. The Trustees shall ensure that the terms of the Trustees are structured so that at any one time there is replacement of Trustees such that the Trusts' Memory will be preserved. The Trustees shall have the authority to extend the term of any Trustee but only to the extent necessary to allow for the proper transition of Trustees.**

**In no event shall a Trustee resign from office. In the event that the Trustee believes they are unable or unwilling to carry out their duties or unable to cooperate or communicate with the other Trustees, then in that event the Trustee shall advise the remaining Trustees, who shall remove the Trustee who is unable or unwilling to act as a Trustee, and appoint a replacement Trustee in accordance with this policy.**

### **Selection Process**

**The current Trustees shall select new or replacement Trustees as soon as possible when a Trustee position becomes vacant or when notice of a vacancy is received and shall undertake a process which is best suited to secure the best qualified Trustees. The Trustees shall consider the replacement of Trustees systematically and methodically, to ensure that there are no gaps within the skillsets of the composition of the Trustees, and no vulnerabilities to the group as a whole as a result of the complete turnover of all or a majority of Trustees at one time. The staggering of term limits and appointments will be carefully considered to ensure appropriate retention of the Trusts' Memory and the historical and institutional knowledge and continuity within the group.**

**Such a process may include advertising for suitable Trustee candidates, mail-outs to Beneficiaries requesting their assistance or asking them to apply as candidates, or the use of search networks or professionals, and the creation of an application form for potential Trustees to complete. The advertising process utilized for Trustees should be such that it could be reasonably expected to bring the application process to the attention of the Beneficiaries**

**All Trustees must comply with all provincial laws, including those in the Trustee Act, as they pertain to requisite qualifications to hold the office of trustee.**

**All potential candidate's connection to First Nations and the extent of their willingness to understand the community, history and needs of First Nations individuals and communities and the history and customs of First Nations, especially of the Sawridge First Nation, should be considered. All Trustees should have an understanding, empathy and compassion for Indigenous people and have an understanding, or a willingness to learn, the history of colonialism and racism for Indigenous peoples and the challenges that are unique to Indigenous communities.**

**The Trustees shall utilize a formal screening process to ensure that any potential Trustees meet all legal requirements for acting as a Trustee, including satisfying their status as a Beneficiary of the 1985 Trust or 1986 Trust, as the case may be, meet the desired skill matrix established by the Trustees at any given time and whether the circumstances of the proposed Trustee may result in an actual conflict of interest or the perception of a conflict of interest.**

**C-06 REPLACEMENT OF TRUSTEES POLICY****Ongoing Responsibilities**

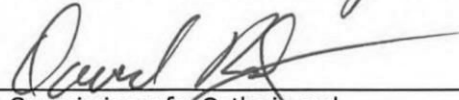
Trustees shall complete the National Aboriginal Trust Officers Trustee Basic Training Program, or a similar equivalent, within one year of their appointment.

**Chair**

The Trustees shall select their own chair on a majority vote, whose responsibilities shall be set by the Trustees but shall include all tasks identified in other policies as being required to be performed by the Chair. The Chair shall run all the meetings, set the agenda for the meetings in consultation with administrator of the Trusts and the other trustees, be the signing authority for the Trusts when authorized by the other Trustees and generally be the spokesperson for the Trusts.

This is **Exhibit "P"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me

on the 13 day of January, 2025



A Commissioner for Oaths in and  
for the Province of Alberta

David D. Risling  
Barrister & Solicitor



18 April 2024

Isaac Twinn  
P.O. Box 1460  
Slave Lake, AB T0G 2A0  
SENT BY EMAIL

Dear Isaac,

We respond to your letter of April 12, 2024.

The deed of the 1985 Sawridge Trust (the “1985 Deed”) states, with respect to the appointment of new Trustees:

The power of appointing Trustees to fill any vacancy caused by 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...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.

Given this wording in the 1985 Deed, and given the current constitution of the Sawridge Trustees, the impending vacancy requires that the candidate Trustee satisfy the definition of Beneficiary contained in the 1985 Deed.

As you likely know, the definition of Beneficiary in the 1985 Deed requires that a potential beneficiary be a person who qualifies as a member of the Sawridge Indian Band No. 19 pursuant to the provisions of the *Indian Act*, which existed on April 15, 1982 (the “1982 Indian Act”).

Given these requirements, the Sawridge Trustees must carefully scrutinize whether a candidate meets the definition contained in the 1982 Indian Act. If the Sawridge Trustees are wrong and fill the anticipated vacancy with someone who is not actually a beneficiary, then the decisions of those trustees may be subject to invalidity.

You have pointed us to a court order with respect to the beneficial status of Mr. Patrick Twinn. We presume that you take the position that this court order satisfies the question of whether or not you are a beneficiary of the 1985 Trust. With respect, we are not sure we can agree with your position. The order was made in litigation where the definition of beneficiary was being challenged and without the benefit of all the supporting information pertaining to eligibility to be a member. Regardless, the order was specific to Mr. Patrick Twinn. It is possible that this order could be interpreted as providing similar status to anyone who has a similar lineage to Patrick Twinn but that is not what the court order says and in this litigation, the parties have been very adamant that court orders be interpreted stringently.

Accordingly, the Sawridge Trustees cannot rely on the application of that order to satisfy themselves that you are indeed a beneficiary of the 1985 Sawridge Trust. If you are still uncertain as to why the requested information is relevant to this determination, we invite you to read the definitions set out in the relevant version of the 1982 Indian Act. The 1982 Indian Act definitions are quite archaic and require careful review and scrutiny of a person’s lineage. This is the unfortunate position we are in with the current trust deed. Indeed, as you are no doubt aware, the Sawridge Trustees sought advice and direction in respect of the definition and suggested that the definition ought to simply refer to current members of the Sawridge First Nation, in which case we would not need to engage in this analysis.

P.O. Box 175, Edmonton Main  
Edmonton, AB T5J 2J1  
Office: 780-988-7723  
Toll Free: 1-888-988-7723  
Email: [administrator@sawridgetrusts.ca](mailto:administrator@sawridgetrusts.ca)  
Web: [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca)

Letter to Trustee Applicants, 18 April 2024

Page 2

The Trustees agreed as part of negotiated settlement to make the selection of trustee thoughtful, process oriented and transparent. We have embarked on this process and have treated each applicant equally. We cannot make an exception for you.

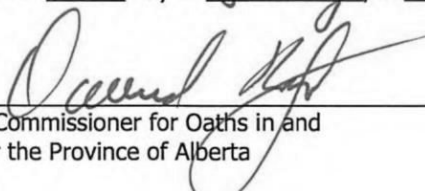
We are prepared to discuss this further if there are ways that we can help safeguard your personal information to make you more comfortable.

Cordially,

For the Sawridge Trusts' Trustees

  
Tracey Scarlett, Chair

This is **Exhibit "Q"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

## Suspension of the Trustee Selection Process

Paul Bujold <paul@sawridgetrusts.ca>

Fri 2024-04-19 12:39 PM

To: Paul Bujold <paul@sawridgetrusts.ca>

Dear Applicants,

We are writing to tell you that we are suspending the process of the selection of Trustees for a short time as some complications have arisen in the identification of beneficiaries which the Trustees feel the need to be resolved before a selection is made. We will still consider you an applicant for the position of Trustee when we are ready to proceed with the Trustee selection process, unless you advise that you would not like to be considered. We hope that our suspension will be short and that we will be able to schedule interviews shortly. We will advise you when we are able to resume the process. We thank you for your interest in being a Trustee and apologise for this delay.

**Paul Bujold, BSc, MA**

Trusts' Administrator/CEO

Sawridge Trusts

Phone 780-988-7723 Mobile 780-270-4209

Web [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca)

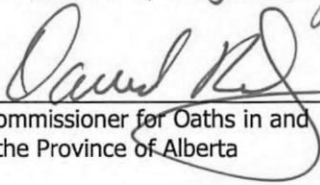
Email [paul@sawridgetrusts.ca](mailto:paul@sawridgetrusts.ca)

Address : P.O. Box 175, Edmonton Main, Edmonton, AB, T5J

2J1



This is **Exhibit "R"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

## Report to the Beneficiaries on the Trustee Selection Process

Paul Bujold <paul@sawridgetrusts.ca>

To: Burd, Svea <sveamidbo@yahoo.ca>; Cardinal, Kieran <ki.cardinal@icloud.com>; Deana Morton <deana.morton@mnp.ca>; Donald, Gina <gina00120@hotmail.com>; Draney, Frieda <fdraney@outlook.com>; Jaise Potskin (jaiseariel@icloud.com) <jaiseariel@icloud.com>; Justin Twin (Work) <Justin.Twin@FountainTire.com>; Margaret S. Ward (Personal) <peggyward2@yahoo.com>; Midbo, David <davemidbo@live.com>; Midbo, Denise <dmidbo@icloud.com>; Midbo, Kristina <kmidbo@hotmail.com>; Poitras, Elizabeth <liz\_poitras@hotmail.com>; Poitras, Heather <heatherpoitras14@gmail.com>; Poitras, Nicole <poitras\_nicole@yahoo.com>; Poitras-Collins, Tracey <poitras-collins@hotmail.com>; Poitras-John, Crystal <crystal\_m\_john@hotmail.com>; Potskin, Aaron <potskin2@gmail.com>; Potskin, Jeanine <j\_po\_12@live.ca>; Potskin, Jonathon <jpotskin@outlook.com>; Potskin, Lillian <allancbroome@icloud.com>

### Report to the Beneficiaries on the Trustee Selection Process

17 May 2024

The Trustees of the Sawridge Trusts encountered some difficulties during the process of recruiting a replacement Trustee to fill a position left vacant by the end of term for Justin Twin, requiring that the Trustees suspend the selection process for the immediate future.

Justin is a Trustee currently holding a position as a beneficiary representative for both the Sawridge Band Intervivos Settlement (1985) and the Sawridge Trust (1986). As such, his replacement must also be, according to the Trust Deeds for the two Trusts, and the Replacement of Trustees Policy of the Sawridge Trusts, a beneficiary of both the 1985 Trust and the 1986 Trust.

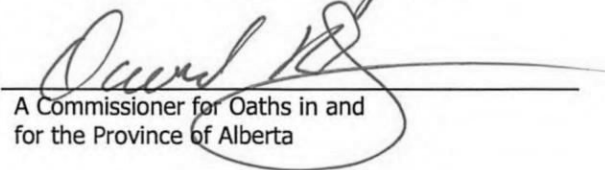
While the Trustees amended their Replacement of Trustees Policy to add the possibility of two additional beneficiary Trustees representing only the 1986 Trust, this would not solve the problem of requiring that a certain number of beneficiary Trustees be appointed who represent the 1985 Trust. The Trust Deeds require that at least three of these Trustees be beneficiaries of the 1985 Trust.

The process of identifying qualified beneficiaries of the 1985 Trust is a difficult one. The rules for determining who is a beneficiary of this Trust were set out in the 1985 Trust Deed created by Chief Walter Twinn and thus far the Courts have not permitted an amendment. Basically, the Trust Deed sets out that qualified beneficiaries of this Trust must meet the rules set out in the *Indian Act, 1970* as it existed on 15 April 1982—the “*Indian Act, 1982*”. In addition, the Trust Deed adds the following rule:

“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;”

The rules of the *Indian Act, 1982* are quite rigid and complicated. As you probably know, the Trustees have been trying to get the Court to provide advice and direction in respect of the definition but the result has been that the Court has thus far not approved any amendment and thus, at this time, the existing rules must be followed. The Court has also determined that the 1985 Trust is a “discriminatory trust” in that it discriminates primarily against women who married out or will marry out in the future and discriminates against illegitimate children, among other discriminatory elements. The Trustees were advised that they would not be able to distribute under a discriminatory Trust, however, the Trustees are now asking the Court for permission to distribute and operate the Trust under these conditions as amendment does not seem possible. However, it is still possible that an amendment to the Trust will occur, depending on the outcome of the next court application.

This is **Exhibit "S"** referred to in the Affidavit of  
Isaac Twinn sworn before me  
on the 13 day of January, 2025

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor



**ANNUAL REPORT TO THE  
BENEFICIARIES OF THE  
SAWRIDGE TRUST (1986)**  
November 2024

## **Introduction**

This past year has been remarkably busy for the Trustees and for the Sawridge Trust (1986). This report reflects an increase in the information provided to the beneficiaries in response to the request made during the Beneficiary Engagement Process last October. Throughout all various processes, the Trustees have been working to carry out their fiduciary obligations to the beneficiaries to ensure that the Sawridge Trusts and the holding company, Sawridge Group Holding Limited, are managed to the highest standard and provide some clear benefit to the beneficiaries who depend on the Trusts and on the financial assets being managed by the Trustees.

## **Trustees**

The current Trustees, listed below in Table 1, are currently comprised of five Trustees: two non-beneficiaries, and three beneficiaries who must be beneficiaries of both the 1985 Trust and the 1986 Trust. It should be noted that the Trustees have had to extend the terms of two of the Trustees following challenges in identifying candidates who were qualified as beneficiaries of both the Sawridge Band Intervivos Settlement (1985) and the Sawridge Trust (1986).

<b>TRUSTEE</b>	<b>BEGINNING TERM</b>	<b>END TERM</b>	<b>TERM</b>
David Majeski	March 2022	March 2025	Second
Tracey Scarlett	November 2022	November 2025	Second
Justin Twin	March 2021	March 2024	Extended
Roland Twinn	March 2023	March 2026	Second
Margaret Ward	November 2021	November 2024	Extended

Table 1: Showing the Current Trustees of the Sawridge Trusts, 2024

Qualifying persons as beneficiaries of the Sawridge Trust is fairly simple since any member of the Sawridge First Nation qualifies as a beneficiary of that Trust. The Sawridge Band Intervivos Settlement, however, is based on a complicated definition that involves using the *Indian Act, 1970* as it existed on 15 April 1982, a definition that cannot be changed, and one that was confirmed by the Alberta Court of Appeal in its ruling filed 18 May 2023, as well as certain conditions set out in the Trust Deed for that Trust.

In Spring 2024, the Trustees asked beneficiaries to apply for the Trustee positions but were unable to get some of the applicants to provide the necessary information to qualify them as beneficiaries of both Trusts. Apart from finding qualified candidates for the Trustee positions, the Trustees are ready to begin qualifying applicants for people wanting to become beneficiaries of the 1985 Trust, but applicants will have to cooperate with the Trustees to provide the necessary information to complete the qualification process.

In January 2025, the Trustees will again try to find qualified Trustee candidates and hope that applicants will be prepared to provide the necessary information to be considered for the Trustee candidate pool. The Trustees have retained a legal expert to assist in the qualification of Trustee and beneficiary applicants.

## **Policy Development**

Trustees undertook a great deal of work this past year developing or clarifying the governance policies and structures of the Sawridge Trusts and of the Trusts' holding company, Sawridge Group Holdings Limited (SGHL).

## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

### ***SGHL Governance Policies and Structures***

The Trustees undertook revision of existing governance documents and structures with the Board of Directors of SGHL to bring these documents and structures in line with one another and with various legislative requirements of the *Trustee Act* and the *Business Corporations Act*.

- SGHL Articles and By-Laws, Unanimous Shareholders Agreement, Sawridge Trusts Debentures, revisions to bring these various governance documents into line with one another and with the legislation.
- Pari Passu Agreement for the Sawridge Trusts Debentures to ensure that the two debentures would be treated equally in the case that they had to be immediately paid out.
- SGHL Director Recruitment and Terms Policy that sets out how company Directors will be recruited and what their terms of service will be.
- Investment Policy that sets out the structure of the Sawridge Trusts and how this will affect the investments in which trusts can be involved.
- Trustee and Director Performance Review that sets out and coordinates how Trustees and Directors will annually review their performance.

### ***Trust Governance Policies and Structures***

- Harassment, Discrimination and Violence Prevention Policy, a policy that sets out how employees, Trustees, Directors, and beneficiaries will be protected against harassment, discrimination, and violence in the workplace to bring the Trusts and the Companies into compliance with the *Occupational Health and Safety Act*.
- Beneficiary Respectful Conduct Policy, a policy that sets out the expected behaviour of beneficiaries in relation to Trust and company employees, Trustees and Directors and sets out a conflict resolution process.
- 21-Year Deemed Disposition Policy, sets out the process necessary to meet Canadian Revenue Agency rules for the deemed disposition of trust assets every 21 years and the method of calculating the tax implications and of ensuring that the Trusts have sufficient revenue to cover these tax liabilities.
- Replacement of Trustees Policy, a necessary revision of this policy because of the difficulties encountered in recruiting replacement beneficiary Trustees.
- Resolution to Comply with the *Trustee Act, 2022*, setting out how and when the Trustees will report to the beneficiaries.
- Resolution re Giving Instructions, setting out how Trustees will give instructions to the SGHL Board of Directors and to other parties related to the Trusts.
- Resolution re Litigation, setting out how Trustees will give instructions to the legal advisors managing the litigation of the Trusts.
- Trustee Meeting Policy, revisions of this policy to bring the policy into compliance with the *Trustee Act, 2022*.
- Code of Conduct Policy, revisions of this policy to bring the policy into compliance with the *Trustee Act, 2022*.
- Trustee Agreement, revision of the agreement signed by all new Trustees, bringing this agreement with various legislation and with the policies of the Sawridge Trusts.

### ***Benefits and Beneficiary-Related Policies***

- Addictions Treatment Benefit Policy, amendments to this policy to limit the number of times that beneficiaries can make use of this benefit before the Trusts' Administrator must receive permission of the Trustees to authorise further use of the benefit.
- Adult Education Benefit Policy, revision of this policy to add professional development and trades training to the benefit.

## **Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024**

- Benefits from the Sawridge Trusts Policy, development of a new policy setting out how benefits will be provided to beneficiaries of the Sawridge Band Intervivos Settlement (1985) and the Sawridge Trust (1986) once all the beneficiaries of both Trusts have been identified.
- Communications Policy, amendments to this policy to ensure that beneficiaries can receive the information they need from the Trusts while still protecting the privacy of beneficiary information.

### ***Strategic Plan 2024***

Trustees recently began working on a new Strategic Plan 2024 to update the previous Plans developed in 2019 and 2021 since the goals and strategies set out in these previous plans have now been met.

### **Trustee Recruitment Process**

As previously mentioned, the Trustees underwent an extensive process to recruit replacement Trustees in Spring 2024 and will be attempting to try again in January 2025 to recruit replacement Trustees for Trustees Justin Twin and Margaret Ward. The terms of these two Trustees had to be extended since the Trusts require that there always be five Trustees in place.

A new Trustee candidate application form, developed with advice from our legal advisors and after extensive research into the requirements of being qualified as a beneficiary of both the 1985 Trust and the 1986 Trust and a revised Trustee Capabilities Matrix setting out what type of Trustee is currently needed to meet the needs of the Sawridge Trusts, as well as a new Notice to the Beneficiaries regarding a New Attempt to Select a Replacement Trustee has been developed and will be sent out to beneficiaries at the same time as the Annual Report 2024. **The new application deadline will be 15 January 2025.**

### **Deemed Disposition Event 2027 and 2028**

Even when trusts continue over long periods of time, from the date of their creation, and every 21 years thereafter, the trusts have to 'pretend' to sell off all their assets and pay capital gains tax to the Canadian government on the change in value of the trusts' assets from one period to another. All trusts in Canada must go through this process.

The Sawridge Band Intervivos Settlement (1985) was created on 15 April 1985 and already went through one 'deemed-disposition' event in 2006. In 2027 the 1985 Trust will have to go through another such event. The Sawridge Trust was created on 15 August 1986 and already went through this event in 2007 and will have to go through another in 2028.

Trustees, with the assistance of the Board of Directors of SGHL, have to determine what the value of the Trusts' assets were in 2006/7 and what the current value of these assets are to determine what capital gains tax is due to the Canadian government in 2027/8, and must ensure that they have the necessary cash on hand to cover this tax bill. Because the Trusts have been growing in strength over the past 21 years, the tax liability in 2027/8 is likely to be a significant amount.

## **Legal Action**

### **1103-14112 Application for Advice and Direction**

After already 11 years in court attempting to resolve what seemed to be some simple questions, the Sawridge Trusts, since the Court of Appeal Judgement on 22 Nov 22 overturning Justice Henderson's decision of 4 Feb 22, have been trying to get our application back in court to resolve the question of whether the Trustees can distribute under a discriminatory Trust and to end our Application for Advice and Direction.

## **Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024**

In the meantime, however, the Covid pandemic intervened; there were major changes at the Court of King's Bench; the Office of the Public Guardian and Trustee wrote to the Court objecting to continuing with Justice Henderson as the Case Management Judge on this case; the lawyers for the Sawridge First Nation Council and Catherine Twinn were replaced; and there was a change in administration at the Sawridge First Nation. It is only now, after a two-year wait that the parties are appearing before a second new judge on 27 Nov 24 for scheduling purposes only.

Another new development is that the Sawridge First Nation Council is now asking to act as an intervenor in this Action to question the validity of the 1985 Sawridge Trust, to point out that the scope of the discrimination affecting the 1985 Sawridge Trust makes the Trust invalid, and questioning the distribution plan proposed by the Sawridge Trustees. This action threatens to prolong this Court Action and to further increase the legal costs to the Trust.

While the Trustees are currently able to go through a process of identifying the beneficiaries of the 1985 Trust according to the definition and limitations set out in the 1985 Trust Deed, the Trustees have hesitated in doing so until the Court pronounces on whether the Trustees can distribute in a trust that has been declared discriminatory.

### **Passing of Accounts**

Once the above court action is complete, and after the beneficiaries of both Trusts have been identified, the Trustees will have to proceed with a Passing of Accounts to provide an accounting to the beneficiaries of the finances of both Trusts. For the 1985 Trust, this accounting would be from 15 April 1985 to the present, and for the 1986 Trust, this accounting would be from the 15 August 1986 to 31 December 2016 since the Trustees began providing the beneficiaries with financial and annual reports to the beneficiaries of this Trust in 2017.

The limitation of undertaking a Passing of Accounts sooner is that all beneficiaries must receive legal notice that the Passing of Accounts is taking place and that is currently not possible for the 1985 Trust. The Trustees also feel that undertaking a Passing of Accounts while trying to resolve other legal issues would be counterproductive. Since the businesses and affairs of the two Trusts have been so closely intertwined over the years, it also means that it would be better to undertake a Passing of Accounts for both the Sawridge Trust (1986) and the Sawridge Band Intervivos Settlement (1985) at the same time.

### **Legal Costs Analysis**

Given the complicated legal situation the Sawridge Trusts find themselves in, the Trustees have decided to undertake a legal costs analysis for current and future legal costs. These costs have had a significant impact on the cost of administering the Trusts over the past 13 years and have also significantly impacted the revenue that the Trusts are able to derive from their investments through SGHL.

### **Trusts' Office**

The Trusts' Office, currently located in Edmonton, serves the beneficiaries scattered throughout Alberta, British Columbia and Ontario, assists and advises the Trustees in carrying out their fiduciary obligations, coordinates the finances of the Trusts and manages the Trusts interactions with the bookkeeping service, Roth Schroder Professional Corporation, with the legal advisors at Dentons Canada and KPMG, with Sawridge Group Holding Limited (SGHL), with the auditor, Deloitte Canada, and with various other service providers. The office is currently staffed part-time by one employee, Paul Bujold.

## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

### Beneficiaries

#### *Analysis of the 2023 Beneficiaries and their Dependants*

Throughout 2023, there were 91 beneficiaries and dependants: 47 beneficiaries, 20 spouses and 24 minor children. Children of beneficiaries over the age of 18 years are not reflected in the numbers unless they are also members of the Sawridge First Nation and thus beneficiaries of the Sawridge Trust (1986). The age distribution of each of these categories is shown below:

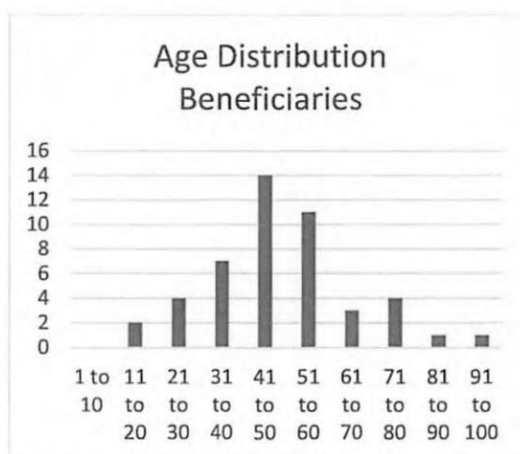


Figure 1: Showing the relative age distribution of beneficiaries

The age distribution of beneficiaries, shown in Figure 1 above, is a standard age distribution of most populations with slightly more persons in the 11 to 31 age brackets than in the 61 to 100 age brackets. Most of the population fall into the 31 to 60 age brackets. This also reflects the past practice of not automatically admitting the children of beneficiaries as members of the Sawridge First Nation.

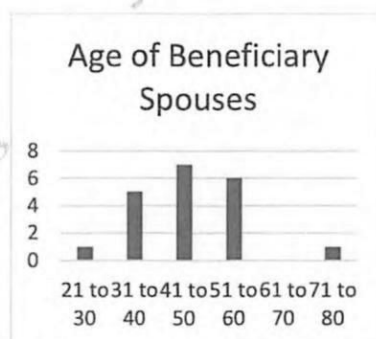


Figure 2: Showing the relative age distribution of spouses of beneficiaries

Since spouses tend to closely match the age of their partners, and since most persons tend to marry or enter a spousal relationship only from age 20 years onward, the spousal relationship distribution shown in Figure 2 matches the centre of the beneficiary distribution of the beneficiaries shown in Figure 1.



## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

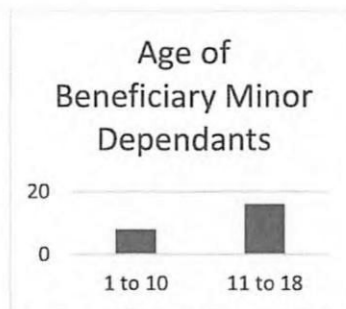


Figure 3: Showing the age distribution of the minor dependants of beneficiaries

As shown in Figure 3 above, the Sawridge Trust beneficiaries have more minor dependants in the 11-to-18-year age bracket than in the 1 to 10 age bracket indicating that there are currently fewer children being born among the beneficiaries and most of the minor dependants are rapidly growing up into adulthood.

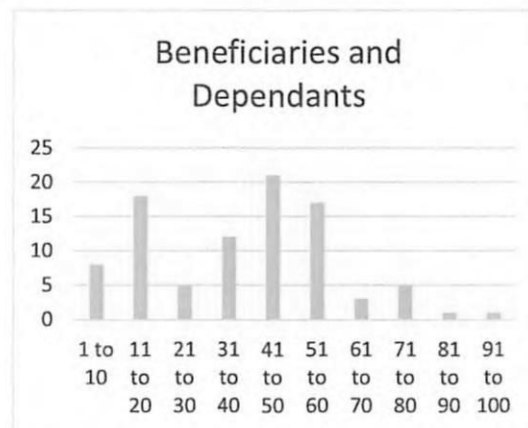
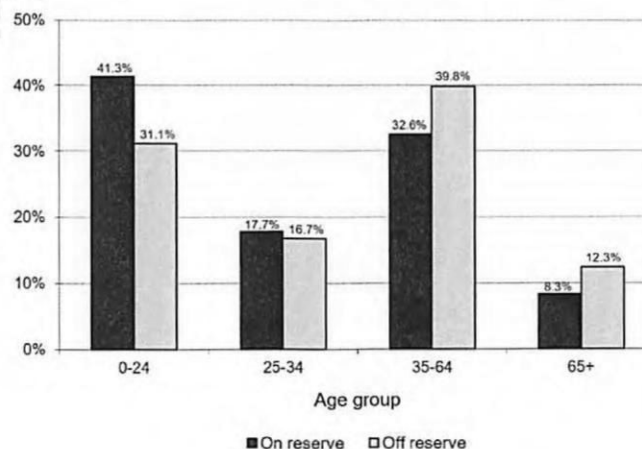


Figure 4: Showing the Beneficiaries and their Dependants combined.

When looked at together, the population of beneficiaries and their dependants shows two spikes in the 11 to 20 age range and the 41 to 60 age range with a drop in the 21 to 40 age range. When compared to the current Canadian population, <https://www.statista.com/statistics/444868/canada-resident-population-by-age-group/>, the Sawridge First Nation population shows a similar curve except for the marked reduction in the 21 to 40 age categories a pattern that matches other Indigenous communities in Canada.



## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

Figure 5: Registered Indian population in Canada, 2021, Source: <https://www.sac-isc.gc.ca/eng/1654268722711/1654268753990>, Accessed 241029

### *Preliminary Assessment of the 2024 Beneficiaries*

In 2024, the Sawridge First Nation Council admitted fifteen new members, twelve in the 1 to 30 age range with the remaining three in the 31 to 70 age range. One beneficiary, Walter Felix Twin, passed away. This brings the current number of beneficiaries to sixty-one. These new admissions will balance out the age distribution of the beneficiaries noted above.

### **Beneficiary Engagement Process**

In the past year, the Trustees conducted a Beneficiary Engagement Process designed to obtain the views of the beneficiaries on various aspects of the administration of the Trusts. The Engagement resulted in several requests made by the beneficiaries related to the provision of benefits:

- Request for cash distribution: While the Trustees recognise that beneficiaries would like to see cash distributions from the Trust, a decision was made at the beginning of the process to develop benefits to provide only defined benefits designed to meet the ongoing living costs of the beneficiaries because the revenues available to provide for benefits and the administration of the Trusts were not great enough to also provide for cash distributions.
- Making submission of expenses easier and more immediate: The Trustees have examined several ways that could speed up the submission of expense receipts and claims and the payment of these claims. The current system of having beneficiaries sending email, text or mail copies of their receipts seems to work best now and no other system seems to be able to provide any faster way of having these claims handled.  
The trustees have recently switched to directly funding claim payments through Plooto rather than having payments made through bank transfers. This method should further facilitate payments to beneficiaries for claims they submit.
- Improved benefits taking into consideration the general level of poverty of beneficiaries: The Trustees recognise the general poverty that exists among beneficiaries. One method that the Trustees have used to assist with this problem is to extensively fund education and training programs to raise the possibility that beneficiaries will be able to obtain work. Over the past 14 years, the Trust has paid out many thousands in education funding with the result that Sawridge Trust beneficiaries are among the best educated Indigenous group in the country.  
Other than providing education, support for child-care, counselling and addictions treatment funding, top level health care funding, and support for personal development and fitness, the Trust also provides for seniors' support, home support services for the ill and elderly, emergency funding in times of disasters, and a good life insurance program to generally increase the wealth of the beneficiaries and their families. The Trustees cannot see any other benefits that the trust can afford or that would better promote the well-being of the beneficiaries at this time.
- Improved reports for beneficiaries, including SGHL asset performance: In the past two years, as reflected in this Annual Report and other reports provided to beneficiaries, the Trustees have tried to increase the amount of information being made available to the beneficiaries, including financial information on the performance of the Trusts' assets.
- Involvement of SFN in Trusts: Since the Sawridge First Nation as a corporate body is not a beneficiary of the Trusts and due to some specific processes set up by the settlor of the Trusts, the Sawridge First Nation Council cannot be officially involved in the administration of the Trusts.

### **Benefits Administration**

In various reviews of benefits provided by other trusts, including Indigenous trusts, the Trustees have found that the Sawridge Trusts provide among the most comprehensive suit of benefits provided

## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

anywhere. The eleven most used benefits, shown in the tables and figures below, cover all aspects of daily living for the beneficiaries and result in a significant financial and service contribution to their lives. The two other benefits not reflected in the tables and charts below, i.e. the Death Benefit and the Emergency Funding Benefit, are occasional benefits intended to cover events that we hope occur rarely in the lives of the beneficiaries and their families but are nonetheless there to support them in time of need. Luckily, we did not have to use these benefits in 2023.

### Benefits analysis

The use of benefits, as shown in Table 2 below, has declined in the past five years, primarily because of the decline in the use of the Adult Education Benefit as most people completed their education programs and because the Sawridge Trusts have entered an information sharing agreement between the Trust and the Lesser Slave Lake Indian Regional Council and the Sawridge First Nation to share information on education support benefits provided to beneficiaries in order to better coordinate costs. Since most of the beneficiaries to date fall within the 40-to-100-year category, use of the Adult Education Benefit is not expected to reach the highs previously reached for at least another couple of years.

The other high-cost program was the Health Insurance Benefit, but the Trustees were able to enter into a new health insurance program whereby health costs were jointly shared by the Federal government's health coverage for Treaty Status beneficiaries and their dependants—the Non-Insured Health Benefit (NIHB) where these costs had previously been entirely covered by the Trust. Most other benefit programs have reached a leveling out as the number of seniors has remained more-or-less constant, most beneficiaries' life insurance programs have been paid up and few people are needing intensive funding for addictions or counselling programs.

Year	Benefits Costs
2019	976,676
2020	978,894
2021	694,938
2022	770,863
2023	597,745

Table 2: Showing total expenditure for benefits from 2019 to 2023

The highest amount spent on benefits in 2023, as shown in Table 3 and Figure 5 below, was for Seniors' Support, Life Insurance, Health Support, and Adult Education with Personal Development and Fitness and Health Alternative coming a distant fifth and sixth.

Benefit	Cost
Medical Travel	8,482.33
Home Support	28,579.20
Seniors' Support	240,000.00
Child/Youth Development	12,964.65
Adult Education Support	62,852.21
Addictions Treatment	7,029.87
Personal Development	28,264.54
Health Support	89,176.57
Life Insurance	102,914.12
Health Alternative	16,926.25

## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

<b>Counselling</b>	555.00
<b>TOTAL</b>	597,744.74

Table 3: Showing the Cost of Benefits 2023

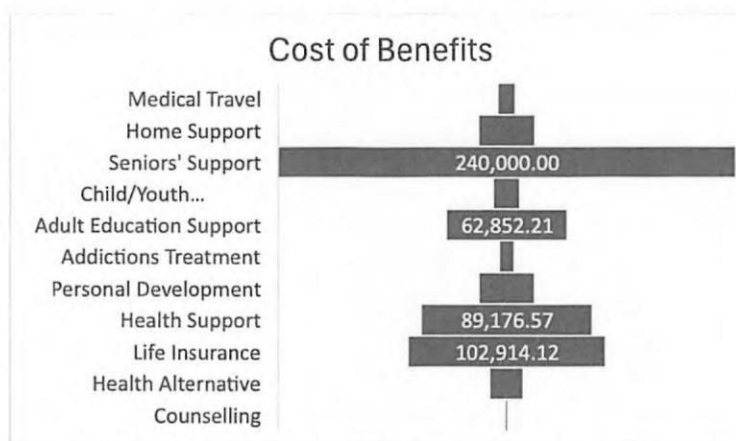


Figure 6: Showing the relative cost of benefits 2023

As shown in Tables 4 and 5 and Figures 6 and 7 below, Health Support, which insures all beneficiaries and their dependants for health, dental, vision and professional care (physiotherapy, chiropractic, massage, etc.), was used by most beneficiaries and/or their dependants (47), followed by Personal Development and Fitness used by 25, Life Insurance used by 17 (others are already covered and their policies are already paid up), medical travel (11), and health alternative (10). Seniors' support was only used by eight beneficiaries as was Adult Education.

This indicates that many beneficiaries and their dependants are benefiting from many of the benefits being offered by the Sawridge Trust, with at least half of the beneficiaries making use of more than one benefit. The less used benefits: home support, childcare, addictions treatment and counselling do provide support as well, but do so to a select group who need this type of support currently.

<b>Benefit</b>	<b>Number</b>
<b>Medical Travel</b>	11
<b>Home Support</b>	1
<b>Seniors' Support</b>	8
<b>Child/Youth Development</b>	3
<b>Adult Education Support</b>	8
<b>Addictions Treatment</b>	2
<b>Personal Development</b>	25
<b>Health Support</b>	47
<b>Life Insurance</b>	17
<b>Health Alternative</b>	10
<b>Counselling</b>	2

Table 4: Showing the number of beneficiaries using each benefit 2023

## Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024

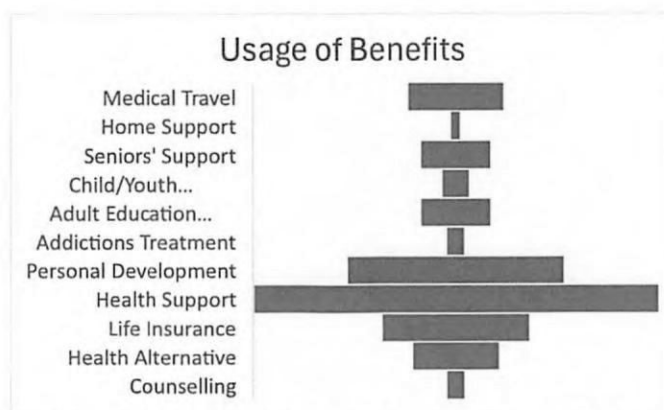


Figure 7: Showing the number of beneficiaries using each benefit 2023

Number of Benefits Used Per Person	Number
One	7
Two	13
Three	14
Four	9
Five	3
Six	1
<b>TOTAL</b>	<b>47</b>

Table 5: Number of Benefits used Per Person 2023

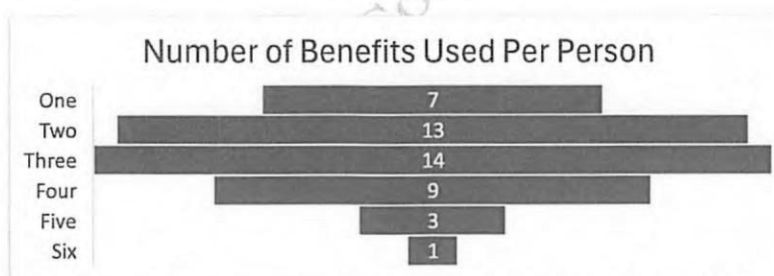


Figure 8: Showing representation of the number of benefits used per person 2023

### Benefits projections

With the recent increase in the number of beneficiaries, the Trustees will be studying projections of benefit costs based on experience. It is expected that there will be some increase in cost, especially in health support and adult education, given that many of the new beneficiaries are not covered by NIHB for health services and the admissions are relatively young and may want to make use of the adult education support available through the Trust.

### Sawridge Group Holdings Limited (SGHL)

Since the appointment of a new Board of Directors for SGHL in 2023 and the Directors' appointment of a new CEO for the companies, the Trustees have been meeting regularly with the CEO at their quarterly meetings to review the Trusts investment portfolio. As noted above, the Trustees have also completely restructured the governance of SGHL by providing revised Articles of Agreement, By-Laws, and debentures and entering into a new Unanimous Shareholders Agreement with the Directors. In addition,

## **Annual Report to the Beneficiaries of the Sawridge Trust (1986), 2024**

two Trustees have been appointed to the Board of Directors, ensuring that the Trustees participate in all major decisions regarding the management of the Trusts' assets.

### **Board of Directors**

As reported in last year's Annual Report, the Board of Directors for SGHL is comprised of Paul Verhesen, Chair; Deana Morton, Audit Committee, Jasper LaMouelle, Tracey Scarlett, and Roland Twinn. It should be noted that the composition of the Board now includes three Indigenous members, two beneficiaries, and two Trustees.

### **Significant Transactions**

At the direction of the Trustees, SGHL continues to transition from property and enterprise holdings to liquid and investment assets. This will, over time, reduce the cost of operations and will permit the development of an investment portfolio that is focussed entirely on increasing the returns to SGHL, and thus, to the Trusts.

In 2023-24, the following were the significant transactions for SGHL:

- The winding up of Alberta Venture Gardens, a partnership for the development of the Leduc business park lands. The remaining land in this project is still being held for sale or development.
- The sale of the assets held in the Sawridge MPL Peace River Limited Partnership, including the Quality Inn and Conference Centre Sawridge in Peace River and a residential property in Jasper.
- The sale of shares in Athens Creek Joint Venture pending in December 2024.
- Funds from these transactions were invested in investment portfolios with RBC and Scotiabank.

In 2022, the Sawridge Inn and Conference Centre in Edmonton was sold as well as investments in KV Mortgage fund and Alta West Capital.

## **Appendix I**

### **Sawridge Trust (1986) Financial Statement 2023**

For beneficiaries only - Confidential and Privileged

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Financial statements of  
Sawridge Trust

December 31, 2023

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FOR BENEFICIARIES ONLY  
CONFIDENTIAL AND PRIVILEGED



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Independent Practitioner's Review Engagement Report	1
Balance sheet	2
Statement of loss	3
Statement of Trust capital	4
Statement of cash flows	5
Notes to the financial statements	6-8

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## Independent Practitioner's Review Engagement Report

To the Trustees of  
Sawridge Trust

We have reviewed the accompanying financial statements of Sawridge Trust that comprise the balance sheet as at December 31, 2023, and the statements of loss, Trust capital and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

### Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Sawridge Trust as at December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

*Deloitte LLP*

Chartered Professional Accountants  
March 20, 2024

**Sawridge Trust****Balance sheet**

As at December 31, 2023

(Unaudited)

	Notes	2023 \$	2022 \$
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents		1,466,512	1,042,363
Accounts receivable		8,149	11,541
Accrued interest receivable		22,876	4,437
Current portion of amount due from Sawridge Group Holdings Ltd.	3	1,000,000	1,000,000
		<u>2,497,537</u>	<u>2,058,341</u>
Long-term investments	3	150	150
Due from Sawridge Group Holdings Ltd.	3	66,508,150	67,974,242
		<u>69,005,837</u>	<u>70,032,733</u>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable and accrued liabilities		140,598	171,754
Due to Sawridge Band Inter-Vivos Settlement		270,732	351,634
		<u>411,330</u>	<u>523,388</u>
<b>Trust capital</b>		<u>68,594,507</u>	<u>69,509,345</u>
		<u>69,005,837</u>	<u>70,032,733</u>

The accompanying notes are an integral part of the financial statements.

Approved on behalf of the Board

signed "Tracey Scarlett" \_\_\_\_\_, Trustee

signed "Dave Majeski" \_\_\_\_\_, Trustee

signed "Justin Twinn" \_\_\_\_\_, Trustee

signed "Roland Twinn" \_\_\_\_\_, Trustee

signed "Margaret Ward" \_\_\_\_\_, Trustee

**Sawridge Trust**  
**Statement of loss**

Year ended December 31, 2023  
(Unaudited)

	Notes	2023 \$	2022 \$
<b>Revenue</b>			
Interest		<b>23,042</b>	4,437
<b>Trust costs</b>			
Fees		<b>78,120</b>	70,560
Meetings		<b>4,189</b>	1,220
Travel		<b>3,121</b>	3,462
Development		<b>280</b>	-
		<b>85,710</b>	75,242
		<b>(62,668)</b>	(70,805)
<b>Expenses</b>			
Professional fees		<b>176,707</b>	72,331
Staff salaries		<b>49,068</b>	47,422
Technology and subscriptions		<b>14,306</b>	8,097
Bad debt expense		<b>10,978</b>	-
Office		<b>2,499</b>	3,331
Telephone and Internet		<b>1,254</b>	1,171
Insurance		<b>1,126</b>	1,082
Travel		<b>908</b>	1,037
Rent		<b>585</b>	3,722
Interest and bank charges		<b>399</b>	349
Web page		<b>270</b>	270
Miscellaneous		<b>-</b>	18
		<b>258,100</b>	138,830
<b>Net loss</b>		<b>(320,768)</b>	(209,635)

The accompanying notes are an integral part of the financial statements.

**Sawridge Trust**  
**Statement of Trust capital**  
Year ended December 31, 2023  
(Unaudited)

	Notes	2023 \$	2022 \$
<b>Trust capital, beginning of year</b>		<b>69,509,345</b>	70,489,843
Net loss		<b>(320,768)</b>	(209,635)
Distributions to beneficiaries	5	<b>(594,070)</b>	(770,863)
<b>Trust capital, end of year</b>		<b>68,594,507</b>	69,509,345

The accompanying notes are an integral part of the financial statements.

FOR BENEFICIARIES ONLY  
CONFIDENTIAL AND PRIVILEGED

**Sawridge Trust**  
**Statement of cash flows**  
Year ended December 31, 2023  
(Unaudited)

	2023 \$	2022 \$
<b>Operating activities</b>		
Net loss	(320,768)	(209,635)
Changes in non-cash operating working capital items		
Accounts receivable	3,392	(11,473)
Accrued interest receivable	(18,439)	(4,437)
Prepaid expenses and deposits	-	770
Accounts payable and accrued liabilities	(31,156)	121,123
	<u>(366,971)</u>	<u>(103,652)</u>
<b>Investing activities</b>		
Repayments of amounts due from Sawridge Group Holdings Ltd.	1,466,092	656,016
Restricted cash	-	6,272
	<u>1,466,092</u>	<u>662,288</u>
<b>Financing activities</b>		
Net advances (to) from Sawridge Band Inter-Vivos Settlement	(80,902)	20,229
Distributions to beneficiaries	(594,070)	(770,863)
	<u>(674,972)</u>	<u>(750,634)</u>
Net increase (decrease) of cash and cash equivalents	424,149	(191,998)
Cash and cash equivalents, beginning of year	1,042,363	1,234,361
<b>Cash and cash equivalents, end of year</b>	<u>1,466,512</u>	<u>1,042,363</u>

The accompanying notes are an integral part of the financial statements.

**Sawridge Trust**  
**Notes to the financial statements**  
 December 31, 2023  
 (Unaudited)

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**1. Description of the business**

Sawridge Trust (the "Trust") was established under the laws of the Province of Alberta on August 15, 1986.

The purpose of the Trust is:

- to hold and use the Trust Property in accordance with the Trust Agreement;
- to make specific payments per the Trust Agreement to the beneficiaries; and
- to pay the earnings of the Trust to the beneficiaries subject to various conditions.

**2. Significant accounting policies**

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises ("ASPE") and reflect the following significant accounting policies.

*Financial instruments*

Financial assets and financial liabilities originated or exchanged in arm's length transactions are initially recognized at fair value when the Trust becomes a party to the contractual provisions of the financial instrument. Financial assets and financial liabilities originated or exchanged in related party transactions, except for those that involve parties whose sole relationship with the Trust is in the capacity of management, are initially recognized at cost.

The cost of a financial instrument in a related party transaction depends on whether the instrument has repayment terms. The cost of financial instruments with repayment terms is determined using its undiscounted cash flows, excluding interest and dividend payments, less any impairment losses previously recognized by the transferor. The cost of financial instruments without repayment terms is determined using the consideration transferred or received by the Trust in the transaction.

Subsequently, all financial instruments are measured at amortized cost.

Transaction costs related to financial instruments measured at amortized cost are added to the carrying value of the asset or netted against the carrying value of the liability and are then recognized over the expected life of the instrument using the straight-line method. Any premium or discount related to an instrument measured at amortized cost is amortized over the expected life of the item using the straight-line method and recognized in net earnings as interest income or expense.

With respect to financial assets measured at amortized cost, the Trust recognizes an impairment loss, if any, in net earnings when there are indicators of impairment and it determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed to net earnings in the period the reversal occurs.

*Revenue recognition*

The Trust recognizes interest revenue when reasonable assurance exists regarding measurement and collectability. Interest revenue is recognized as earned.

**Sawridge Trust**  
**Notes to the financial statements**  
 December 31, 2023  
 (Unaudited)

---

**2. Significant accounting policies (continued)**

*Cash and cash equivalents*

Cash and cash equivalents comprise cash on deposit with banks and short-term investments with a term to maturity of three months or less at the date of acquisition.

*Investment in jointly controlled entity*

The Trust accounts for its investment in Sawridge Group Holdings Ltd., a jointly controlled entity, using the cost method.

Under the cost method, the investment is recorded at cost. Earnings from the investment are recognized in net earnings only to the extent that they are received or receivable.

The Trust recognizes in net earnings an impairment loss, if any, when it determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written-down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed in net earnings in the period the reversal occurs.

*Income taxes*

The Trust follows the taxes payable method of accounting for income taxes. Under this method, only current income taxes payable or recoverable for the period, determined in accordance with the rules established by taxation authorities, are recognized as an expense or recovery.

*Use of estimates*

The preparation of financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Key components of the financial statements requiring management to make estimates include the valuation of the amount due from Sawridge Group Holdings Ltd. and completeness of accounts payable and accrued liabilities. Actual results could differ from these estimates.

**3. Investment in and due from Sawridge Group Holdings Ltd.**

The Trust holds 50 Class "A" common shares of Sawridge Group Holdings Ltd. ("SGHL") with a book value of \$50 (\$50 in 2022) and 1 Class "C" preferred share of SGHL, having a redemption value of \$0.01 and a book value of \$100 (\$100 in 2022). SGHL is jointly-controlled by the Trust and Sawridge Band Inter-Vivos Settlement (Note 4), with each trust holding 50% of the common shares.



**Sawridge Trust**  
**Notes to the financial statements**  
 December 31, 2023  
 (Unaudited)

---

**3. Investment in and due from Sawridge Group Holdings Ltd. (continued)**

The balance due from SGHL at December 31, 2023 totaled \$67,508,150 (\$68,974,242 in 2022), and is secured by a \$67,508,150 demand debenture with a fixed principal repayment of \$1,000,000 annually and is non-interest bearing.

**4. Related party transactions**

Amounts due to Sawridge Band Inter-Vivos Settlement, a trust under common control, are non-interest bearing, unsecured and have no specific terms of repayment.

These related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

**5. Distribution to beneficiaries**

The Trustees of Sawridge Trust have complete and unfettered discretion to pay or apply all or as much of the net earnings and capital of the Trust Fund as they deem appropriate. The Trustees of Sawridge Trust review Trust policies to ensure the needs of the beneficiaries are met while at the same time preserving the Trust assets.

**6. Financial instruments**

*Interest rate risk*

The Trust is not exposed to interest rate risk with respect to the amount due from Sawridge Group Holdings Ltd. and amount due to Sawridge Band Inter-Vivos Settlement as all balances are non-interest bearing.

*Credit risk*

The Trust is exposed to credit risk with respect to its accounts receivable and due from Sawridge Group Holdings Ltd. As at December 31, 2023, accounts receivable includes an allowance for doubtful accounts of \$7,085 (nil in 2022).

*Liquidity risk*

The Trust's objective is to have sufficient liquidity to meet its liabilities when due. The Trust monitors its cash balances and cash flows generated from operations to meet its requirements. As at December 31, 2023, the Trust is exposed to liquidity risk primarily from its accounts payable and accrued liabilities, due to Sawridge Band Inter-Vivos Settlement and payments to beneficiaries. The Trust is dependent on the continued repayment of the amount due from Sawridge Group Holdings Ltd. to support its ongoing cash requirements.

## **Appendix II**

### **SGHL Financial Report 2023**

For beneficiaries only - Confidential and Privileged

**Sawridge Group Holdings Ltd.**  
**Consolidated Balance Sheet**  
**As At December 31, 2023**

	2023
<b>ASSETS</b>	
<b>CURRENT</b>	
Cash and cash equivalents	\$ 6,504,034
Cash investments	10,000,000
Accounts receivable	996,872
Deposits	14,600
Inventories	517,221
Due from related party	303,595
Income taxes recoverable	43,149
Prepaid expenses	351,833
Current portion of promissory notes receivable	781,864
Current portion of deferred tenant inducements	56,322
	19,569,490
Promissory notes receivable	2,334,335
Mortgage receivable	4,675,000
Deferred tenant inducements	335,073
Loans receivable	4,305,331
Investments	19,010,310
Land held for development or sale	6,598,682
Property and equipment	47,312,875
	\$ 104,141,096
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>	
<b>CURRENT</b>	
Accounts payable and accrued liabilities	\$ 1,081,204
Government remittances payable	14,612
Deferred gain	-
Tenant rental deposits	60,838
Current portion of long term-debt	784,812
Current portion of due to shareholders	2,000,000
Retractable or mandatorily redeemable shares	33,120,400
	37,061,866
Long-term debt	8,641,123
Due to shareholders	84,826,740
	130,529,729
Commitments and contingencies	
<b>CAPITAL DEFICIENCY</b>	
Common shares	100
Deficit	(26,388,733)
	(26,388,633)
	\$ 104,141,096

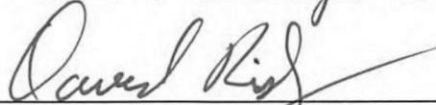
**Sawridge Group Holdings Ltd.**  
**Consolidated Statement of Loss and Deficit**  
**For The Year Ended December 31, 2023**

	<b>2023</b>
<b>Revenues</b>	
Rooms	\$ 6,655,997
Retail	6,569,146
Food and beverage	2,993,850
Banquet room rentals	62,692
Rent	830,085
Interest and other income	2,710,301
	<b>19,822,071</b>
<b>Expenses</b>	
Cost of food and beverage sales	1,236,444
Cost of goods sold	5,176,160
Payroll and benefits	4,420,247
Direct operating costs	1,065,640
Administration and back office costs	1,897,404
Repairs and maintenance	227,065
Utilities, insurance and property taxes	1,297,978
Professional and consulting fees	659,728
Directors fees and travel expenses	228,400
Government assistance	(39,917)
	<b>16,169,149</b>
<b>Income before the undernoted</b>	<b>3,652,922</b>
<b>Other income (expenses)</b>	
Bank charges and interest on long-term debt	(735,467)
Other adjustments	(130,812)
Depreciation and amortization	(1,680,146)
	<b>(2,546,425)</b>
<b>Net (loss) income</b>	<b>1,106,497</b>
<b>Deficit, beginning of the year</b>	<b>(27,495,230)</b>
<b>Deficit, end of the year</b>	<b>(26,388,733)</b>

This is **Exhibit "T"** referred to in the Affidavit of  
**Isaac Twinn**

sworn before me

on the 13 day of January, 2025



A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor



November 12, 2024

Dear Sawridge Trustees:

**Re: 2024 Sawridge Trusts AGM**

Greetings from the Sawridge First Nation.

We are in receipt of the Annual Report to the Beneficiaries of the Sawridge Trust (1986) which was provided to me on October 31, 2024 by the Trustees (the “**Report**”). As you know, Chief and Council of the Sawridge First Nation are each beneficiaries of the 1986 Trust in their personal right. As the elected representatives of the First Nation, we take a special interest in this Trust given that it was established for the benefit of our membership.

We are writing to pose specific questions to the Trustees of the 1986 Trust for response at the upcoming Annual General Meeting. We acknowledge that by way of email dated October 4<sup>th</sup>, 2024, questions were requested by the Trustees by November 9<sup>th</sup>, 2024, however, due to the timing of the provision of the Report (October 31, 2024), today was the earliest we could pose our queries to you.

In addition to having specific questions for the Trustees, and given the specific comments relating to the First Nation in the Report, we are requesting that the Chief be provided with ten minutes of speaking time at the AGM in order to provide the First Nation’s perspective on the matters affecting the 1986 Trust. **In order to allow the Chief proper time to prepare, could you kindly advise if this opportunity will be granted by November 14, 2024.**

Turning to the specific queries for the Trustees:

- Draft financial statements were enclosed in the Report, kindly provide the general ledger statements that support the financial statements
- Please provide financial statements, with supporting general ledgers, for the 1985 Trust from inception to present
- Who is the legal expert that has been retained to qualify status as a beneficiary of the 1985 Trust?
- Trustee and Director performance evaluation is referenced as being reviewed. Have such reviews occurred? If so, please provide copies of related reports. If so, when did the process of formal reviews begin?
- You reference the development of a “Beneficiary Respectful Conduct Policy”, has a corollary policy for the treatment of the Beneficiaries by the Trustees also been developed?
- Please provide a copy of the resolutions relating to:
  - Beneficiary reporting in light of the legislative amendments to the *Trustee Act*
  - Litigation, setting out how Trustees will give instructions to the legal advisors
  - Trustee Meeting Policy, in light of the legislative amendments to the *Trustee Act*
  - Revised Code of Conduct Policy
- Please provide a copy of the 2019 and 2021 strategic plans. Please comment on how the Trustees have performed in meeting these objectives
- Please provide a copy of the 2024 strategic plan
- Please advise what difficulties caused the 2024 Trustee succession process to be halted. How have those difficulties been resolved such that the process can re-start in 2025?
- How many candidates in the failed 2024 Trustee selection process were qualified by the Trustees as 1985 beneficiaries?

- How did these difficulties impact prior trustee selection, if at all? Can the Trustees be confident that prior Trustee board were properly constituted, if so how?
- What advice did the Trustees receive on eligibility for being qualified as a candidate Trustee for the 1985 Trust?
- Do the Trustees have a current list of known 1985 Trust beneficiaries? If so, how many persons presently qualify according to the Trustee's application of the beneficiary definition?
- You state that the beneficiary definition in the 1985 Trust cannot be changed, what are your reasons and support for making this statement? Why did the Trustees in the 2011 Action seek to change the beneficiary definition if this was the case?
- We are unaware of an Alberta Court of Appeal ruling filed 18 May 2023. Can you please provide a copy of the ruling referred to.
- Please comment on the general status of the assets held by the Sawridge Trusts. How do the Trustees see the financial viability of these assets into the future and their ability to maintain current levels of benefits?
- Please provide information on current trustee remuneration and remuneration for officers and directors of the Sawridge Group of Companies

We look forward to hearing from you.

Yours truly,

The First Nation Council per:

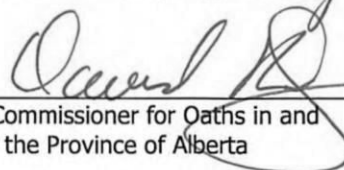


Chief Isaac Twinn

cc. Paul Bujold, Sawridge Trusts



This is **Exhibit "U"** referred to in the Affidavit of  
**Isaac Twinn** sworn before me  
on the 13 day of January, 2021.

  
A Commissioner for Oaths in and  
for the Province of Alberta

**David D. Risling**  
Barrister & Solicitor

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**From:** Tracey Scarlett <tracey@sawridgetrusts.ca>  
**Sent:** Friday, November 15, 2024 11:59:38 AM  
**To:** Isaac Twinn <isaac.twinn@sawridgefirstnation.com>  
**Cc:** Paul Bujold <paul@sawridgetrusts.ca>; Roland Twinn <roland@sawridgetrusts.ca>; Justin Twin  
<justin@sawridgetrusts.ca>; David Majeski <david@sawridgetrusts.ca>; Margaret Ward <margaret@sawridgetrusts.ca>  
**Subject:** Re: Sawridge Trusts AGM

Chief Twinn,

Thank you for your letter of 12 November 2024. As you stated in your letter, responses were to be in by 9 November to give the Trustees time to respond in a considered manner. On such short notice, the Trustees will not be able to provide the response you requested before the Beneficiary AGM but will give your questions thoughtful review and will respond sometime after 17 November.

Many of these questions have been answered before but we will take the time to review past answers to see if there is anything that can be added that is of use in responding to your questions. We do point out, though, that access to all court documents has been provided to the beneficiaries and to the general public since our Application for Advice and Direction was launched in September of 2011. These documents are available on our website, set up by court order, at <https://sawridgetrusts.ca/courtdoc/>. As far as providing an opportunity for you, as Chief, to address the beneficiaries at the Beneficiary AGM, this will simply not be possible. The Trust is not a political organization and does not have any connection with the Sawridge First Nation Chief and Council, other than through having a common set of constituents. The Sawridge First Nation as a corporate body is not a beneficiary of the Sawridge Trust (1986) and, therefore, has no place at what is essentially a beneficiaries meeting. While you, individually, and the other members of Council are beneficiaries of the Sawridge Trust (1986), the Sawridge Trust (1986) Beneficiary AGM is not the place to discuss the views of Chief and Council but is, rather, the place

where the Trustees can address their fiduciary obligations to the beneficiaries, that is, to report on their activities and finances of the Trust.

Cordially,  
Tracey Scarlett, Chair  
Sawridge Trusts

Get Outlook for iOS

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**From:** Isaac Twinn <isaac.twinn@sawridgefirstnation.com>  
**Sent:** Tuesday, November 12, 2024 6:18:52 PM  
**To:** Tracey Scarlett <tracey@sawridgetrusts.ca>  
**Cc:** Paul Bujold <paul@sawridgetrusts.ca>  
**Subject:** Sawridge Trusts AGM

Good evening Tracey,

I hope things are well!

Please see attached regarding the upcoming AGM.

Best,

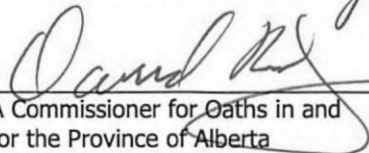
Isaac Twinn  
Chief  
Sawridge First Nation  
Phone: 780-849-4331  
Email: isaac.twinn@sawridgefirstnation.com

*I acknowledge Treaty 8, its lands, spirit and intent*

This is **Exhibit "V"** referred to in the Affidavit of  
**Isaac Twinn**

sworn before me

on the 13 day of January, 2025

A handwritten signature in black ink, appearing to read "David M. [unclear]", written over a horizontal line.

A Commissioner for Oaths in and  
for the Province of Alberta

## Application for Advice and Direction

*Only applies to the 1985 Trust*

- **Question:** Were the assets from the 1982 Trust properly transferred into the 1985 Trust?
  - **Answer:** Yes, the assets were properly transferred, and, in any case, the statute of limitations has expired.
- **Question:** Is the definition of beneficiaries in the 1985 Trust discriminatory and, if so, can the definition be modified?
  - **Answer:** Yes, the definition of beneficiaries in the 1985 Trust is discriminatory and no, the definition cannot be varied.
- **Current question:** Can the Trustees distribute under a discriminatory trust?
  - **Answer:** To be determined by the Court.