FILE NO.: SCT-5004-11
CITATION: 2013 SCTC 3
DATE: 20130702

SPECIFIC CLAIMS TRIBUNAL

TRIBUNAL DES REVENDICATIONS PARTICULIÈRES

BETWEEN:	
KAHKEWISTAHAW FIRST NATION Claimant	Stephen M. Pillipow and Adam Touet, for the Claimant
– and –	
HER MAJESTY THE QUEEN IN RIGHT OF CANADA As represented by the Minister of Indian Affairs and Northern Development Respondent	Lauri Miller and Deborah McIntosh, for the Respondent
	HEARD: June 3, 2013

REASONS FOR DECISION

Honourable Johanne Mainville

I. INTRODUCTION

[1] The Respondent brought an Application requesting an order that two expert reports intended to be filed by the Claimant are subject to settlement privilege and not admissible at the trial of this claim. They are:

- Kahkewistahaw First Nation 1907 Surrender Claim Social Impact Assessment Final Report, dated February 2001, prepared by Seven Oaks Consulting Inc. and Tim Holzkamm Consulting (the "Seven Oaks Report").

- Kahkewistahaw Final (Amalgamated) Report - Revised, dated December 2012, prepared by Joan Holmes & Associates Inc. (the "Joan Holmes & Associates Report").

[2] The Claimant challenges the Application on the grounds that the Respondent has failed to satisfy the criteria that must be met in order to attract settlement privilege.

[3] At the beginning of the hearing related to this Application, counsel for the Respondent informed the Tribunal that the parties had reached an agreement with respect to the Joan Holmes & Associates Report and that the Seven Oaks Report was thus the only document in issue.

[4] On June 21, 2013, while this Application was under advisement, the Supreme Court of Canada issued a decision in the matter of *Sable Offshore Energy Inc. v. Ameron International Corp.*, 2013 SCC 37, [*Sable Offshore Energy*]. This decision discusses the scope of settlement privilege. The parties were asked to provide their comments.

[5] For the reasons set out below, I dismiss the Application. I conclude that the document at issue, the Seven Oaks Report, does not fall within the ambit of settlement privilege.

II. BACKGROUND AND CONTEXT

The 1907 Surrender Claim

[6] In February 1999, the Claimant submitted a specific claim to the Specific Claims Branch - Indian and Northern Affairs Canada known as the 1907 Surrender Claim.

[7] On February 1, 1999, Kahkewistahaw and Canada entered into a *Protocol in the*

Kahkewistahaw First Nation 1907 Surrender Specific Claim Negotiations ("Negotiation Protocol") which notably sets out the following:

I PURPOSE

1.01 (...) It is the intention of the First Nation and Canada to settle the Claim by negotiations and as a result of the special relationship between the parties, the parties are committed to fair, just and open negotiations with the view to negotiating a settlement of this Claim.

II PRINCIPLES

2.01 The First Nation and Canada shall be guided by the following general principles in these negotiations:

(a) All negotiations shall be conducted on a "without prejudice" basis.

(...)

III NEGOTIATING PRINCIPLES

3.01 The parties will negotiate in good faith with a view to reaching a settlement of this Claim.

(...)

3.04 The parties agree to share with each other information prepared in the context of this negotiation, excluding each party's negotiation strategies, legal opinions, mandates and confidential information to each of the party's principal.

3.05 Both Canada and the First Nation reserve the right to have a document remain confidential, however unless a document is to remain confidential then it can be shared with other parties.

(...)

VI NEGOTIATING PROTOCOL

The negotiations will proceed on the following protocol:

(...)

6.04 Negotiation meetings:

(a) may not be electronically recorded by either party in the interest of fostering free and open "without prejudice" discussions with the exception of presentations made by or information given by Elders of the First Nation as it is important to the First Nation to record such presentations or information at every opportunity.(...)

(b) (...)

(c) will be conducted on a "without prejudice" basis.

(...).

[8] In October 1999, the Claimant entered into a contract with Seven Oaks Consulting Inc. ("Seven Oaks") wherein Seven Oaks agreed to conduct an independent research and prepare a report with respect to the social impacts that the Claimant alleged having suffered as a result of the loss of the surrendered lands. The Respondent was not a party to the contract.

[9] Section 2.9 of the contract with Seven Oaks provides that any material and information acquired or prepared by or for Seven Oaks pursuant to the contract is the property of the Claimant.

[10] Subsequently, Seven Oaks conducted independent research and prepared its report with respect to the social impacts allegedly suffered by the Claimant.

[11] The fees for the services related to the Seven Oaks Report were entirely and solely paid for by the Claimant.

[12] In 2001, the Claimant submitted on a "without prejudice" basis the Seven Oaks Report dated February 13, 2001, to the Respondent as part of the negotiations in the 1907 Surrender Claim.

[13] The negotiations between the parties concluded in February 2003 with the settlement of the 1907 Surrender Claim.

The 2004 Capital and revenue Account Mismanagement Specific Claim

[14] On December 23, 2004, the Claimant submitted another specific claim to the Minister of Indian Affairs and Northern Development, known as the Capital and Revenue Account Mismanagement Specific Claim. In this claim, the Claimant alleges a breach by Canada of trust, trust-like and fiduciary obligations, a breach of Treaty No. 4 and a breach of a legal obligation under the *Indian Act* in the management and expenditure of Indian moneys, including the sale proceeds from lands surrendered for sale in 1907.

[15] In a letter dated March 26, 2010, the Claimant was advised that it was the Minister's decision not to accept this claim for negotiation. Pursuant to the Minister's decision, on December 19, 2011, the Claimant filed a Declaration of Claim with the Specific Claims Tribunal.

[16] The Claimant seeks to rely on the Seven Oaks Report in support of this claim. The Respondent asserts that the Report is subject to settlement privilege and not admissible in these proceedings.

III. POSITION OF THE PARTIES

[17] The Respondent submits that the criteria for settlement privilege are met for the followings reasons:

- A litigious dispute was in existence or within contemplation in that the Specific Claims Policy, *Specific Claims Tribunal Act, S.C. 2008, c. 22, ("SCT Act") and Specific Claims Tribunal Rules of Practice and Procedure*, SOR/2011-119, *("SCT Rules"*) all contemplate an adversarial process to resolve specific claims. The Tribunal process can also be considered to be a litigious process which is contemplated if settlement negotiations are unsuccessful.

- The Seven Oaks Report was prepared and exchanged during a "without prejudice" negotiation wherein the express or implied intention of the parties was that it would not be disclosed in the event negotiations failed.

- The Report was created in furtherance of settlement.

[18] Relying on *Sable Offshore Energy, supra; Bellatrix Exploration Ltd. v. Penn West Petroleum Ltd.*, 2013 ABCA 10, 542 AR 83 [*Bellatrix*] and *Brown v. Cape Breton (Regional Municipality)*, [2011] N.S.J. No. 164, 2011 NSCA 32 [*Brown*] the Respondent further submits that there is a recognized "class privilege" accorded to communications exchanged in the course of negotiations and therefore there is here a prima facie entitlement to settlement privilege.

[19] The Respondent adds that exceptions to settlement privilege are narrowly defined by the courts and that the facts in this case do not support an exception to the privilege.

[20] Finally, the Respondent submits that Canada has not waived settlement privilege over the Seven Oaks Report, and the settlement privilege is a joint privilege which cannot be unilaterally waived.

[21] On the other hand, the Claimant submits the following:

- The Respondent has failed to satisfy the three criteria that must be met to attract settlement privilege.

- Alternatively, if the Seven Oaks Report is subject to settlement privilege, which the Claimant disputes, that Report falls within an exception to the settlement privilege on the grounds that the public interest in disclosing the documents outweighs the public interest in preserving the privilege.

IV. ANALYSIS

A. General principles

[22] Paragraph 13 (1)(*b*) of the *Specific Claims Tribunal Act*, L.C. 2008, ch. 22 provides as follows:

> **13.** (1) The Tribunal has, with respect to the (…) production and inspection of documents, (…) all the powers, rights and privileges that are vested in a superior court of record and may
>
> (*b*) receive and accept any evidence (...), and other information, whether on oath or by affidavit or otherwise, that it sees fit, whether or not that evidence or information is or would be admissible in a court of law, unless it would be inadmissible in a court by reason of any privilege under the law of evidence;
>
> (…).

[23] It is a settled law that settlement privilege exists to protect bona fide attempts to reach a settlement and to encourage parties to negotiate in a free and frank manner so that settlements will be more likely and costly litigation may be avoided: *Sable Offshore Energy, supra*, at paras. 12 and 13; *Bellatrix, supra; Ross River Dena Council v. Canada (A.G.)*, 2009 YKSC 4, [2009] 2 C.N.L.R. 334 [*Ross River*], aff'd 2009 YKCA 8, [2009] 3 C.N.L.R. 361; *Hansraj v. Ao*, 2002 ABQB 385, 4 Alta L.R. (4th) 124, rev'd on other grounds 2004 ABCA 223, 34 Alta L.R. (4th) 199; *Middlekamp v. Fraser Real Estate Board* (1992), 71 B.C.L.R. (2d) 276 (CA)

[Middlekamp]; *Myers v. Dunphy*, 2005 NLTD 166, 251 Nfld & P.E.I.R. 157, aff'd 2007 NLCA 1, 262 Nfld & P.E.I.R. 173; Alan Bryant, Sidney Lederman & Michelle Fuerst, eds, *Sopinka, Lederman & Bryant: The Law of Evidence in Canada*, 3d ed (Markham: LexisNexis Canada, 2009) at 1030 [Bryant et al, *"Law of Evidence"*].

[24] It is also established that the settlement privilege will only be recognized when the three preconditions set out by the case law exists: *Bellatrix, supra*, at para. 26; *R. v. Gruenke*, [1991] 3 S.C.R. 263 at p. 286. These criteria are summarized as follows in *Bryant et al, "Law of Evidence"*, §14.322 at p. 1033:

> • A litigious dispute must be in existence or in contemplation;
>
> • The communication must be made with the express or implied intention that it would not be disclosed to the court in the event that negotiations failed;
>
> • The purpose of the communication must be to attempt to effect a settlement.

[25] With respect to the distinction between the "class" or "blanket" privilege and the "case by case" privilege, Lamer C.J. in *R. v. Gruenke, supra*, wrote the following at p. 286:

> Before delving into an analysis of the issues raised by this appeal, I think it is important to clarify the terminology being used in this case. The parties have tended to distinguish between two categories: a "blanket", *prima facie*, common law, or "class" privilege on the one hand, and a "case-by-case" privilege on the other. The first four terms are used to refer to a privilege which was recognized at common law and one for which there is a *prima facie* presumption of inadmissibility (once it has been established that the relationship fits within the class) unless the party urging admission can show why the communications should <u>not</u> be privileged (i.e., why they should be admitted into evidence as an exception to the general rule). Such communications are excluded not because the evidence is not relevant, but rather because, there are overriding policy reasons to exclude this relevant evidence. (...). The term "case-by-case" privilege is used to refer to communications for which there is a *prima facie* assumption that they are <u>not</u> privileged (i.e., are admissible). The case-by case analysis has generally involved an application of the "Wigmore test" (...), which is a set of criteria for determining whether communications should be privileged (and therefore not admitted) in particular cases. In other words, the case-by-case analysis requires that the policy reasons for excluding otherwise relevant evidence be weighed in each particular case.

[26] In the recent decision of *Sable Offshore Energy, supra*, the Appellants entered into Pierringer Agreements with some defendants to a multi-party litigation. The non-settling

defendants sought disclosure of the settlement amounts. They argued that there should be an exception to the privilege for the amounts of the settlement because, they say, they need this information to conduct their litigation.

[27] In *Sable Offshore Energy, supra,* at para. 12, Abella J., on behalf of the court, held that settlement privilege is a class privilege and, "[a]s with other class privileges, while there is a prima facie presumption of inadmissibility, exceptions will be found 'when the justice of the case requires it"' (*Rush & Tompkins Ltd. v. Greater London Council*, [1988] 3 All E.R. 737 (H.L.), at p.740).

[28] Abella J. also confirmed that "[s]ettlement negotiations have long been protected by the common law rule that 'without prejudice' communications made in the course of such negotiations are inadmissible." The principle being that what is said during negotiations will be more open, and therefore more fruitful, if the parties know that it cannot be subsequently disclosed: *Sable Offshore Energy, supra*, at para. 16. Abella J. quoted McEachern C.J.B.C. in *Middelkamp, supra,* explaining:

> (…)
>
> ... the public interest in the settlement of disputes generally requires "without prejudice" documents or communications created for, or communicated in the course of, settlement negotiations to be privileged. I would classify this as a "blanket, *prima facie*, common law, or 'class"' privilege because it arises from settlement negotiations and protects the class of communications exchanged in the course of that worthwhile endeavour.
>
> In my judgment this privilege protects documents and communications created for such purposes both from production to other parties to the negotiations and to strangers, and extends as well to admissibility, *and whether or not a settlement is reached*. This is because, as I have said, a party communicating a proposal related to settlement, or responding to one, usually has no control over what the other side may do with such documents. Without such protection, the public interest in encouraging settlements will not be served. [Emphasis added: paras. 19-20].

[29] Abella J., further held that the protection for settlement negotiations applies whether or not a settlement is reached. It is to be noted, that the information at issue was a key component of the content of successful negotiations. She wrote:

> [18] Since the negotiated amount is a key component of the "content of successful negotiations", reflecting the admissions, offers , and compromises made in the course of negotiations, it too is protected by the privilege. I am aware that some earlier jurisprudence did not extend the privilege to the concluded agreement (see *Amoco Canada Petroleum Co. v. Propak Systems Ltd*., 2001 ABCA 110, 281 A.R. 185, at para. 40, citing *Hudson Bay Mining and Smelting Co. v. Wright* (1997), 120 Man. R. (2d) 214 (Q.B.)), but in my respectful view, it is better to adopt an approach that more robustly promotes settlement by including its content.
>
> [Emphasis added]

[30] In regard to the exceptions to the privilege, Abella J. wrote:

> [19] (...). To come within those exceptions, a defendant must show that, on balance, "a competing public interest outweighs the public interest in encouraging settlement" (*Dos Santos Estate v. Sun Life Assurance Co. of Canada*, 2005 BCCA 4, 207 B.C.A.C. 54, at para. 20). (...)

[31] Albella J. finally held that she sees no tangible prejudice created by withholding the amounts of the settlements which outweigh the public interest in promoting settlements. She added that it was also not clear how knowledge of the settlement amounts materially affects the ability of the non-settling defendants to know and present their case (see paras. 20 and 27).

[32] Communications made or exchanged during the period of time that the parties are involved in settlement discussions does not all fall under settlement privilege: Bellatrix, supra, at para. 38.

[33] Regarding the protection afforded settlement communications, in *Histed v. Law Society (Manitoba)*, 2005 MBCA 106 (Man. C.A.) [in chambers], at para. 37, quoted in [2007] M.J. No. 460, 2007 MBCA 150, [2008] 2 W.W.R. 189, at para. 35, Steel J.A. of the Manitoba Court of Appeal held:

> The protection afforded settlement communications is less stringent than that afforded solicitor-client privilege. It is not considered a substantive rule of law or a fundamental civil right. Consequently, a court will more likely carry out a balancing of interests to determine whether the circumstances justify a demand for production or, in our case, justify straying from the open court policy.

B. Application of the principles

[34] In this case, I must consider the common law settlement privilege acknowledged by the courts and the Negotiation Protocol signed by the parties.

[35] In his affidavit dated April 19, 2013, and filed on behalf of the Respondent, Alois James Gross, Negotiator with the Specific Claims Branch of the Department of Indian Affairs and Northern Development (now the Department of Aboriginal Affairs and Northern Development) declares the following:

[36] The Negotiation Protocol, which applied to the negotiations of the 1907 Surrender Claim, effectively provides that negotiations shall be conducted on a "without prejudice" basis.

[37] Amanda Louison was the Negotiating Team Leader on behalf of the Kahkewistahaw Negotiating Team during negotiations of the 1907 Surrender Claim. In her affidavit dated April 24, 2013, and filed on behalf of the Claimant, Ms. Louison declares having been involved in the preparation of the Negotiating Protocol and adds the following:

> (...)
>
> 7. The Seven Oaks Contract provided that all material and information, acquired or prepared by or for Seven Oaks pursuant to the contract would be the property of the Claimant. It was the intention of the parties that the Claimant would not be restricted in the use or disclosure of any such material or information.
>
> (...).

[38] Thus, it was the intention of the Claimant and the authors of the Seven Oaks Report, that the Claimant would not be restricted in its use or disclosure.

[39] It is to also be noted that Mr. Gross did not declare in his affidavit that the parties agreed that all documents filed during the course of negotiations would remain confidential or privileged. There is also nothing in the Negotiation Protocol to this effect.

[40] To the contrary, section 3.04 of the Negotiation Protocol provides that "[t]he parties agree to share with each other information prepared in the context of this negotiation, excluding each party's negotiation strategies, legal opinions, mandates and confidential information to each of the party's principal." Moreover, section 3.05 states that "[b]oth Canada and the First Nation reserve the right to have a document remain confidential, however unless a document is to remain confidential then it can be shared with other parties."

[41] Thus, the Negotiation Protocol provides specifically in which case a document would

remain confidential or could otherwise be shared with other parties. It is implicit from sections 3.04 and 3.05 of the Negotiation Protocol that the right of a party to have a document remain confidential belongs to the party from which the document originated.

[42] Moreover, in light of the evidentiary record, I am not ready to conclude that during negotiations of the 1907 Surrender Claim, there was an express or implied intention of the parties that all communications made or documents exchanged during the course of negotiations would be kept confidential and would not be disclosed to a court in the event that negotiations failed.

[43] Finally, the evidence does not establish that the Seven Oaks Report was prepared for the purpose to effect a settlement.

[44] The document in issue is not the kind of document that normally falls within the ambit of settlement privilege: *Gay (Guardian ad litem of) v. Unum Life Insurance Co. of America*, [2003] N.S.J. 442, 219 N.S.R. (2d) 175. It is an expert report that was commissioned and paid solely and entirely by the Claimant.

[45] The Respondent was unable to direct me to any authority in which one party successfully raised a settlement privilege to challenge the admissibility into evidence of an expert report commissioned and paid by the party who sought its admission. The decisions brought to my attention refer to a situation where one party or a third party seeks to use an expert report commissioned and paid by the other party or jointly by the parties: *Ross River Dena Council v. Canada (A.G.)*, 2009 YKSC 4, [2009] 2 C.N.L.R. 334 , aff'd 2009 YKCA 8, [2009] 3 C.N.L.R. 361; *Blood Band v. Canada (Minister of Indian Affairs and Northern Development)* [2003] F.C.J. No. 1794, [2003] FC 1397, [2004] 2 F.C.R. 60.

[46] The purpose of the privilege is to prevent one party from using admissions made against the other: D. Paciocco and L. Struesser, *The Law of Evidence, supra,* at p. 250. Taking this purpose into account, the privilege cannot normally extend to preclude a party from using its own expert report that it commissioned and paid for itself.

[47] The Federal Court of Appeal commented on the protection of confidentiality of communications made in the course of settlement negotiations in *Canadian Broadcasting Corp. v. Paul* [2001] FCJ No. 542, 2001 FCA 93, 198 D.L.R. (4th) 633, where Sexton J. A. wrote the

following:

> [28] This Court has also commented upon the protection of confidentiality. In Bertram v. Canada, Hugessen J.A., after surveying the jurisprudence dealing with the exclusion of "without prejudice" communications, summarized as follows:
>
> These quotations make it plain in my view that the concern of the Courts is to protect parties from being embarrassed by attempts at concession or compromise or even by confessions of weakness. In short, what parties say against their interest during negotiation is without prejudice in the sense that it cannot subsequently be used against them: [1996] 1 F.C. 756 at para. 26.
>
> [Emphasis added]

[48] Amanda Louison declares at paragraph 11 of her affidavit that "[t]he Seven Oaks Report does not contain any admissions, concessions, offers of settlement or compromises, nor does the report contain any information or advice as to offers of settlement or negotiations." This declaration was not contradicted.

[49] My review of the Seven Oaks Report confirmed Ms. Louison's statement. The Report in no way sets out any position of Canada on the merits of the 1907 Surrender Claim, or on the present claim. It does not attempt to demonstrate any confession of weakness. In other words, there is no "hint of potential compromise or negotiation" in it, "which is the interest the privilege is intended to protect" and "a critical hall-mark to any settlement discussion": *Bellatrix, supra*, at paras. 24 and 35; *Exploration Ltd v. Penn West Petroleum Ltd*., 2013 ABCA 10, 542 A.R. 83.

[50] In his affidavit, Mr. Gross states the following:

> (...)
>
> 4. The Claimant referred to findings in the "Kahkewistahaw First Nation 1907 Surrender Claim Social Impact Assessment" dated February 2001 prepared by Seven Oaks Consulting and Tim Holzkamm Consulting during settlement negotiations of the 1907 Surrender Specific Claim. The Claimant provided a copy of the report to me and referred to findings in the report to support the Claimant's position with respect to amount of compensation. The Claimant requested Canada to consider including an amount in the compensation for losses identified in the report as having a social impact upon the Claimant, and this formed part of the settlement discussions.
>
> (…).

[51] It is to be noted that Mr. Gross does not declare that the Seven Oaks Report contains any

information or statements against Canada's interest. The fact that the Claimant requested Canada, during the course of negotiations, to consider the findings in the Seven Oaks Report to support its position and that this formed part of the settlement discussions between the parties, does not establish the existence of any compromise.

[52] In fact, the Seven Oaks Report was used as part of the Claimant's Capital and Revenue Account Mismanagement Specific Claim Submission filed with the Specific Claims Branch without any objection from Canada.

[53] The filing of the Seven Oaks Report in this claim will not interfere with settlement negotiations of the 1907 Surrender Claim settlement, as those negotiations have concluded. Moreover, there is no evidence that the Respondent will incur any tangible prejudice from the use of this Report.

[54] Contrary to the situation that prevails in *Sable Offshore Energy*, *supra*, the evidentiary record in this Application does not show that the expert report at issue was a "key component of the 'content of successful negotiations' reflecting the admissions, offers, and compromises made in the course of negotiations."

[55] For the reasons stated above, I conclude that the Respondent has not established settlement privilege in regard to the Seven Oaks Report. In light of my conclusion, I do not have to determine if exceptions exist in this case. However, it is worthwhile mentioning a few words about the public policy behind settlement privilege.

[56] In commenting the disclosure of communications caught under settlement privilege, the authors D. Paciocco and L. Struesser in *The Law of Evidence*, *supra*, wrote at page 251:

> (...) The public policy basis of the rule is to prevent anything said in settlement negotiations being relied upon as an admission against their maker. Simply put, the privilege protects admissions: see, for example, *Unilever plc v. The Proctor & Gamble Co*, [2001] 1 All E.R. 783 (C.A.). Accordingly, throughout the case law, when a settlement communication is sought to be produced in order to be used to the prejudice of its maker, the courts have been vigilant to see that the communication is protected: *R. v. Lake* [1997] O.J. No. 5447 (Gen. Div.); *R. v. Steinhoff*, [2003] O.J. No. 3398 (Ct. J.); *R. v. Bernard* 2002 ABQB 747.
>
> On the other hand, where the communication sought is not to be used against its maker and there is little or no prejudice, then the compelling public policy

> purpose underlying the rule is not triggered and courts are more inclined to override the privilege: *R. v. Bernardo*, [1994] O.J. No. 1718 (Gen. Div.); *R. v. Delorme* (2005), 198 C.C.C. (3d) 431 (N.W.T.S.C.); *R. v. Lake* [1997] O.J. No. 5447; *Forest Protection Ltd v. Bayer A.G.* [1998], 98 C.P.R. (3d) 187 at para. 24 (NBCA).

[57] The use of the Seven Oaks Report in this claim will clearly not undermine the public interest in promoting settlement discussions. The Report was paid solely by the Claimant and does not reveal anything confidential to the Respondent. In addition, its admissibility will contribute to the cost-effective and expeditious advancement of this claim before the Tribunal, which is consistent with the objectives of the *SCT Act*.

[58] During the hearing, the Respondent submitted for the first time that the Seven Oaks Report is not relevant and would not meet the criteria set out by the Supreme Court of Canada in the decision *R v. Mohan* [1994] 2 S.C.R. 9, for the admissibility of an expert report. The Respondent did not elaborate its arguments on the matter arguing that it did not have all the information to proceed with the required analysis.

[59] This issue raised by the Respondent is premature and does not demand a decision at this time.

V. CONCLUSION

[60] I conclude that the Seven Oaks Report is not subject to settlement privilege. Therefore, the Application of the Respondent is dismissed.

JOHANNE MAINVILLE

Honourable Johanne Mainville
Specific Claims Tribunal Canada

SPECIFIC CLAIMS TRIBUNAL

TRIBUNAL DES REVENDICATIONS PARTICULIÈRES

Date: 20130702

File No.: SCT-5004-11

OTTAWA, ONTARIO July 2, 2013

PRESENT: Honourable Johanne Mainville

BETWEEN:

KAHKEWISTAHAW FIRST NATION

Claimant

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
As represented by the Minister of Indian Affairs and Northern Development

Respondent

COUNSEL SHEET

TO: **Counsel for the Claimant KAHKEWISTAHAW FIRST NATION**
As represented by Stephen M. Pillipow and Adam Touet
Woloshyn & Company

AND TO: **Counsel for the Respondent**
As represented by Lauri Miller and Donna Harris
Department of Justice