Landmark

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ICC Mediation Services: Achieving Success In Specific Claims Resolution

"I have heard the elders say that when the terms of the treaties were deliberated the smoke from the pipe carried that agreement to the Creator binding it forever. An agreement can be written in stone, stone can be chipped away, but the smoke from the sacred pipe signified to the First Nation peoples that the treaties could not be undone."
Ernest Benedict, Mohawk Elder
Akwesasne, Ontario
June 1992

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Landmark is published by the Indian Claims Commission to inform readers of Commission activities and developments in specific claims. Landmark and other ICC publications are also available on our Web site at: www.indianclaims.ca

Please circulate or distribute the material in this newsletter. If you have questions, comments, or suggestions, contact:

Lucian Blair,
Director of Communications
Tel: (613) 943-1607
Fax: (613) 943-0157
E-mail: lblair@indianclaims.ca

Please address all correspondence to:
Indian Claims Commission
P.O. Box 1750, Station B
Ottawa, ON K1P 1A2

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A group of Cree inspects a map on the Fishing Lake First Nation in Saskatchewan. An official sits under the umbrella on the right. The ICC issued a mediation report on the First Nation's 1907 surrender claim in April 2002.

The mediation services unit of the Indian Claims Commission (ICC) has proven itself to be a successful contributor to the resolution of specific land claims. In fulfilling its part of the Commission's mandate, the mediation services unit has shown an understanding of the emotional, historical and legal issues found in land claim disputes, as well as a familiarity with the day-to-day organization of a land claim's paper work, studies and meetings.

The ICC can provide a wide range of mediation services when asked to do so by both the First Nation and Canada. Together, the mediation services unit and the parties' representatives decide how the mediation process will be conducted and how the mediation unit's services will be used. This means the Commission's mediation services unit can customize the services they offer to fit the circumstances of individual claims.

ROSEAU RIVER ANISHINABE FIRST NATION'S 1903 TREATY LAND ENTITLEMENT CLAIM

The Commission released its report on the mediation of the Roseau River Anishinabe First Nation's 1903 treaty land entitlement claim in March 1996. In its claim, the First Nation alleged that the Crown had not fulfilled its obligation under Treaty 1 to set apart land for its use and benefit along the banks of the Roseau River. The First Nation maintained that, at the signing of the 1871 treaty, it was promised a certain tract of land; however, its eventual reserve lands did not include all the lands promised.

The First Nation submitted its specific claim in 1978, and it was accepted by the Department of Indian Affairs and Northern Development for negotiation in 1982. Unfortunately, the negotiations were plagued with misunderstanding and acrimony; eventually, the parties recognized they had reached an impasse. In February 1995, the Commission was asked to mediate the claim. In November 1995, the First Nation ratified a settlement agreement which would give the First Nation $14 million to be used to purchase a minimum of 5,861 acres. The claim, which had been pursued for over 100 years and had been within the specific claims process for 17 years, was resolved in a matter of months with the mediation of the Commission.

Ralph Brant, Director of Mediation, says, "In its simplest role, the Commission's mediation unit can help coordinate the sizeable amount of paperwork involved, facilitate joint studies and chair meetings. In its more involved role, the unit can be an active participant in the successful resolution of long-standing claims. Not only does the unit facilitate a process that allows First Nations and Canada to sit down to negotiate, it also helps the parties to keep focus in their negotiations, and can serve as an objective and steady influence at the table."

The Commission has provided mediation services since its creation in 1992. Since 1998, the Commission's mediation services unit has provided services on 37 files, 13 of which have now been settled or resolved. In 2002-2003, the unit serviced 16 ongoing claims. Of these, 13 are in formal negotiations between the First Nations and the federal government, while three claims are being pursued through alternative means of resolution called pilot projects.

Flexibility is a crucial component of the mediation services unit. Given the wide range of landscapes, resource bases and history contained within the borders of Canada, First Nations' specific claims can vary greatly in their complexity and needs in the areas of facilitation and mediation. A specific claim may involve numerous First Nations as well as the federal government; however, it could also include provincial and municipal governments as the representatives of the local non-aboriginal communities. Specific claims are also affected by the evolving nature of Canadian law, which changes as Canadians develop new perspectives on aboriginal issues. With this great range of complexity in mind, the mediation services unit of the ICC, at the request and with the consent of the parties at the table, can custom fit its services to meet the needs of a wide range of varying specific claims. This could range from providing organization and coordination of paperwork and meetings, to fulfilling the role of a fully involved negotiator—carrying out "shuttle negotiations" and helping the parties understand each others' position, in order for a settlement to be reached.

The ICC is responsible for ensuring that the negotiations proceed in a structured fashion and the participants remain focussed on the issues to be resolved. The neutrality of the Commission allows the parties to trust the mediation services unit to organize the proceedings in an objective manner. After requesting the Commission's facilitative services, the parties work with the mediation services unit to decide what studies and tasks need to be carried out and the time lines involved. The Commission then does its best to keep the parties moving to schedule.

One example of the complex undertakings that the ICC may be asked to coordinate is the loss-of-use study. When required, these studies are undertaken jointly by Canada and the First Nation to determine the value to the First Nation of the loss of use of the land and its resources. Many of these studies delve into the factors that affected the productivity of a piece of land, in some cases, for a period of over a hundred years. They can take a long time to complete and include land appraisals and studies for such uses as agriculture, forestry and minerals.

First Nation cultures have different methods of dispute resolution, conflict management and interpersonal

communication from those used by Western European-based cultures, and these differences can often be felt at the land claims table. The Commission's process can often reduce the direct conflict found in court proceedings, which many First Nations cultures try to avoid.

The recognition of First Nation oral history is one area where the Commission has stepped forward to acknowledge cultural differences. Since its inception in 1991, the Commission has accepted verbal testimony from elders of a community as an important source of evidence in specific land claims. Keeping cultural differences in mind is an important part of the ICC's facilitation of a land claim. This awareness becomes crucial when planning studies and chairing meetings.

Stephen Pillipow, formerly of Pillipow and Company, is a lawyer who has represented First Nations in numerous specific land claims. Mr Pillipow says he has found the ICC to be a great help in overcoming many of the small hurdles involved in the planning of land claims.

"If the First Nation's claim is accepted and they are starting to go into negotiations with Canada, my advice is to get the Indian Claims Commission involved right from the beginning and have it act as a facilitator throughout the negotiations," Mr Pillipow says. He adds, however, that every claim is different, and it is important for a First Nation to consult with its counsel before talking with Canada about requesting the Commission's third-party services.

Al Gross, a negotiator with the Department of Indian Affairs, has spent much of his career working on land claims. He worked with the mediation services of the Commission on two large surrender claims: the Fishing Lake First Nation's 1907 surrender claim, and Kahkewistahaw First Nation's 1907 surrender claim.

Mr Gross says he sees a successful negotiation as one that removes stress and emotion and focuses on increasing understanding on both sides of the table. "You are not successful by out-debating each other in a negotiation. You are successful by understanding each other's positions. You are successful by having a commitment to settle, when each party knows it is comfortable, and trusts that both parties are looking for a reasonable and fair settlement."

One of the most important roles the ICC plays at the table, Mr Gross says, is as a neutral third party. "The Commission doesn't have a stake on either side of the table. It just has a stake in seeing if it can reach a settlement, so it provides that voice of reason throughout the negotiations."

An essential aspect of any mediation is trust. Mr Gross says that without the trust of both sides of the table it is impossible for a mediator to communicate effectively with the parties. This is especially true when Canada and First Nations are using "shuttle negotiations", where the mediator is used as a go-between. "If they went to the First Nation and said, 'Canada has really gone as far as they can on this,' the

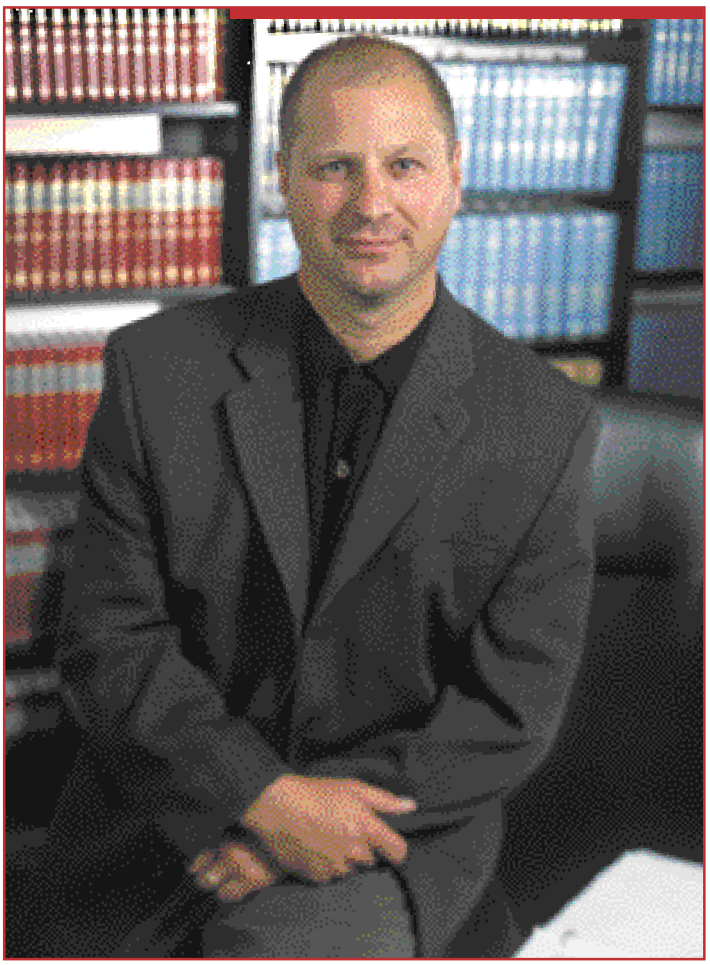


Photo: Kevin Hogarth

Stephen Pillipow is a lawyer who has worked on numerous First Nation specific claims. He recommends the ICC's facilitation services, but adds that First Nations should always consult with their counsel before approaching Canada to talk about getting the ICC involved.

Al Gross is a federal government negotiator who believes building understanding between conflicting parties is the key to mediation. Mr Gross has worked on numerous First Nation claims, including the Kahkewistahaw and Fishing Lake surrender claims.

First Nation would understand that and would say, 'Let's see if we can work around it.' If you came to us and said to us, 'You know, that is a real hard point for the First Nation, it cuts right to the heart of things, it cuts to the whole business of how they see their land,' we would say, 'Let's see if we can find a way around that.' So, you have that confidence in their advice; that they know, they understand, and they will present it well. The important part of this whole mediation process is getting people to understand the gap [between the two parties] and have the trust and confidence of both sides of the table."

As a non-aboriginal negotiator, Mr Gross is aware of the fact that the people on the other side of the table are from a different culture. Appreciating this fact and its ramifications, Mr Gross spends time with the community he is negotiating with, in order to understand their unique culture, history and perspective on the claim. He says that one of the things the Commission brings to the table is a keen insight into these cultural and historical differences and how they affect the parties' perspectives. "First Nations place a special value on the land; it is not just a commodity to produce wealth. There are environmental considerations, there are considerations to protect land, there are oral traditions. The only record you have isn't a written record. All those differences are there and if you don't understand those differences and know how to deal with them, you can't bring the sides together. What the people at the Commission put on the table is not just mediation, but somebody coming in who understands both sides."

During mediation, the mediation services unit is responsible for facilitating the arrangements for meetings, studies and undertakings. Like Mr Pillipow, Mr Gross has found the facilitation service of the Commission to be effective at handling the mass of paperwork and details that can swamp a claim's progress. "The planning that is coordinated by the Commission takes a huge load off. It gives the parties at the table time to focus on the issues."

Mr Gross says his career has grown alongside the specific claims process. When he was first introduced to the Commission, he was not so interested in its services, but changed his mind after working with the ICC. "I had completed lots of negotiations before I got involved in the mediated negotiations. My view was, 'Just let me go in there and get the thing done. Why do we have to involve another party? Let's just go and do it.' Well, I found out, after the experience with the Commission on these very complex files, that there was a very useful role. I very much support the mediated approach that the Commission has provided in these negotiations."

Mr Brant is proud of the work that his staff has done. Since the Commission began in 1991, the mediation services unit has gained a great amount of experience and knowledge about land claims and the specific claims process.

The settling of land claims benefits all Canadians. It puts to rest any uncertainty about land rights, access

and natural resource collection in an area, and allows a First Nation and the surrounding communities to focus on developing their economies. The Commission makes every effort to assist the parties in reaching a settlement, either through means of its inquiries or through its mediation activities.

By using mediation, the parties express a desire not only to resolve their dispute, but to do so in a way that differs from the direct conflict and winner-takes-all attitude of court proceedings.

"Mediation is a valuable tool. It is a process in which a neutral party – specializing in negotiation and group dynamics – assists the parties in their search for a settlement," Mr Brant says. "Among other things, mediation facilitates face-to-face discussion and favours reconciliation of interests. It is this consensual approach that allows negotiations to foster a coordinated effort and productive exchange in moving towards an agreement that maximizes mutual gain."

Al Gross assists Indian Affairs Minister, Robert Nault and Kahkewistahaw's Chief, Louis Taypotat during a signing ceremony held in June 2003. The signing of the settlement agreement brought to a close the Kahkewistahaw First Nation's 1907 surrender claim.

FISHING LAKE FIRST NATION'S 1907 SURRENDER CLAIM

The Commission issued a mediation report on the successful negotiation of the Fishing Lake First Nation's 1907 surrender claim in April 2002. The settlement agreement, which was ratified by the First Nation in 2001, provided $34.5 million in compensation for the damages and losses it suffered as a result of the alleged 1907 surrender. It also allowed the community to use the settlement proceeds to purchase land on a willing-seller/willing-buyer basis and request that up to 13,190 acres of land be set apart as reserve.

The Fishing Lake claim had been outstanding for more than 90 years; it was pursued actively under the federal government's specific claims process for seven years and rejected twice. It was ultimately accepted as a result of the ICC's inquiry process, which released its inquiry report on the claim in March 1997.

At issue was the surrender of 13,170 acres of land from Fishing Lake Indian Reserve (IR) 89 in August 1907. The Fishing Lake reserve and two others, Nut Lake and Kinistino, were set aside for members of the Yellow Quill Band under the terms of Treaty 4. In 1905, the Canadian Northern Railway Company requested that the northern end of the Fishing Lake reserve be opened for settlement. The Indians at Fishing Lake initially refused to surrender the land. In response, the Department of Indian Affairs had the Indians at Fishing Lake, Nut Lake and Kinistino sign an agreement recognizing them as three separate bands. The department then secured the land surrender from the Fishing Lake Band.

The Commission's inquiry process allowed for the exchange of documents and provided a forum for full and open discussion. It afforded Fishing Lake First Nation the opportunity to submit new evidence and arguments, which ultimately caused Canada to reconsider the claim and accept it for negotiation in August 1996. Following Canada's acceptance, both parties agreed to have the Commission act as facilitator in the ensuing negotiations.

Looking Back:
Cases That Count

Many of the federal government's land claim policies developed as a result of decisions made by the Supreme Court of Canada. As Canada matures, the opinions of its people change, and the shift in public opinion can often lead to changes in the Court's perspective on Canadian laws. It is because of such changes that there have been a number of ground-breaking cases in the field of aboriginal law.

The *Calder* case, in particular, began a revolution in the way aboriginal rights and title are viewed within Canada's legal system. The legal landscape of aboriginal rights and title has not yet been fully explored, and it continues to evolve as new cases are processed.

What follows is an overview of the Supreme Court of Canada's decisions that have laid a foundation for today's legal debate on aboriginal title and land claims.

In the late 1960s, the Nisga'a Tribal Council claimed that their aboriginal title to the Nass Valley, near Prince Rupert, British Columbia (BC), had never been extinguished. In 1973, the Supreme Court did not uphold the Nisga'a claim; however, the *Calder* case, as it was called, became important because the Court recognized that aboriginal title is rooted in the long-time occupation, possession and use of traditional territories. As such, title existed at the time of original contact with Europeans, regardless of whether Europeans recognized it. The *Calder* decision was a rejection of the idea that aboriginal title and rights depended on the *Royal Proclamation of 1763*; instead, they existed because of First Nations' traditional occupation and use of the land.

In the *Guerin* case, the Supreme Court dealt with the Musqueam Band's 1957 surrender of 162 acres, land which was to be leased to a BC golf club. The surrender document required the Crown to lease the land for the benefit of the Band. However, the Band discovered that the final lease was different from the one the band council had agreed on, and the new terms were less favourable to the Band.

In 1984, the Supreme Court found that Canada owed a legal duty to act in the best interests of the Musqueam Band and that it had failed to do so. The Court found that, under the provisions of the *Indian Act*, Parliament had conferred on the Crown a 'fiduciary', or trust-like, obligation to protect First Nations' interests in transactions with third parties. It was this obligation that had been breached in the *Guerin* case.

The *Apsassin* case concerned the surrender of reserve land by the Beaver Indian Band, BC, which later split into the Blueberry River Band and the Doig River Band. In 1940, the Band

© Supreme Court of Canada, photo by Philippe Landreville

surrendered the mineral rights in its reserve to the Crown, in trust, to lease for the Band's benefit. In 1945, the entire reserve was surrendered for $70,000, to make the land available for veterans returning from World War II. Some of the money was used by the Department of Indian Affairs (DIA) in 1959 to purchase lands closer to the Band's traplines. After the land was sold to the veterans, it was discovered that it contained valuable oil and gas deposits. The mineral rights were considered to have "inadvertently" been conveyed to the veterans, instead of being retained for the benefit of the Beaver Indian Band. Although the DIA had powers to cancel the transfer and reacquire the mineral rights, it did not do so. Once the Band discovered what had happened, it sued on the basis of breach of fiduciary duty, claiming damages from the Crown for allowing the Band to make an improvident surrender of the reserve and for disposing of the land at less than its value.

The *Apsassin* case caused the Supreme Court to contemplate a number of scenarios in which a pre-surrender fiduciary duty to First Nations would come into effect: when a band's understanding of the terms of the surrender is inadequate; where the conduct of the Crown has tainted the dealings in a manner that makes it unsafe to rely on the band's understanding and intention; where the band has abnegated its decision-making authority in favour of the Crown in relation to the surrender; and where the surrender is so foolish or improvident as to be considered exploitive. These points have become the measuring stick against which all future cases will be measured when there is a question of pre-surrender fiduciary duties.

In its 1995 ruling the Supreme Court found that Canada had not breached its pre-surrender fiduciary duty; however, the Court did find that, once the surrender had occurred, the DIA had breached its fiduciary duties because it had "inadvertently" sold the

CP PHOTO/Chuck Mitchell

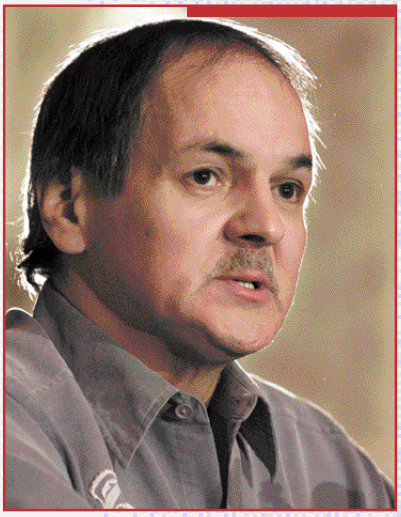
BC Cabinet minister Frank Calder talks to media in February 1973. Over thirty years after the court decision, the Nisga'a still celebrate the Calder *case, which changed the way governments deal with First Nations.*

CP LASERPHOTO/Ron Poling

The Supreme Court of Canada following the January 1991 swearing-in of Justice Frank Iacobucci in Ottawa. Seen (l-r) are Justices William Stevenson, Peter Cory, John Sopinka, Gerald La Forest, Chief Justice Antonio Lamer, Claire L'Heureux-Dube, Charles Gonthier, Beverley McLachlin and Frank Iacobucci.

mineral rights in the reserve lands to the veterans, and it failed to use its statutory power to cancel the sale once the error had been discovered.

Although the above cases deal with aboriginal title, land rights and the *Indian Act*, there have also been numerous cases involving the right of aboriginal people to live their traditional culture and gain a reasonable quality of life from resources available to them. These cases show up on the ICC's horizon as some First Nations' specific claims deal with the exercising of aboriginal rights and the extraction of resources from traditional territories.



CP PHOTO/Andrew Vaughan

In January 2001, Donald Marshall speaks during an aboriginal fishing conference held in Halifax. The Marshall *case focussed on the need to give modern-day expression to treaties signed between the Crown and First Nations.*

In May 1984, a member of the Musqueam Indian Band, BC, was charged under the *Fisheries Act* with fishing with a drift net longer than permitted by the terms of the Band's fishing licence. The licence had a number of restrictions including one that drift nets were to be limited to 25 fathoms in length. Mr Ronald Sparrow was caught with a net measuring 45 fathoms. His defence was that he was exercising an existing aboriginal right to fish and that the net length restriction contained in the Band's licence is inconsistent with section 35 of the *Constitution Act, 1982*.

In 1990, the Court's decision in the *Sparrow* case found that nothing in the *Fisheries Act* or its regulations demonstrated an intention to extinguish the aboriginal right to fish. However, in its comments, the Supreme Court stated that aboriginal people have an "entrenched" right to hunt and fish within their territorial boundaries. This finding raised a number of questions. First, can aboriginal rights trump government regulations? Second, can government action be imposed in the realm of aboriginal rights? The Supreme Court found that government intentions cannot automatically infringe on aboriginal rights but must be justified, and the objectives of the government must be "compelling and substantial."

In the 1996 *Van der Peet* case, the Supreme Court went on to fill in some of the legal gaps left by the *Sparrow* case.

In September 1987, Dorothy Van der Peet, a member of the Stó:lõ Nation, BC, sold 10 salmon for $50. The fish had been caught by other Stó:lõ members under a valid Indian food licence; there was no question in this case that the Stó:lõ had a right to fish in the Fraser River for food or ceremonial purposes. However, Ms Van der Peet was charged with breaking regulations preventing the sale of fish, an act not considered a traditional activity. Ms Van der Peet's defence was that the Stó:lõ's traditional bartering or trading of salmon was a commercial activity similar to the exchange of goods for currency. She argued that, because of the recognition of aboriginal rights in the *Constitution Act, 1982*, this right prevailed over regulations. Ms Van der Peet's conviction was upheld by the Supreme Court as the commercial sale of salmon was not deemed a traditional activity. In deciding the case, the Court developed a three-part test for courts to identify specific aboriginal rights. First, the court should try to "characterize" and define the right being claimed. Second, it should be determined if the activity was a part of pre-European contact and was an integral part of the traditional culture. Third, there should be a direct line of continuity between the traditional activity and its modern-day expression. The Supreme Court ruled in the *Van der Peet* case that trade of salmon was not an integral, traditional part of the Stó:lõ culture. Due to the abundance of salmon in the area, the Supreme Court felt that salmon trade would have been on an incidental and individual level.

In September 1999, the Supreme Court released its decision on the *Marshall* case. The case dealt with similar issues as the *Van der Peet* case, but, owing to the differences in the history and culture of the First Nations involved, the case produced a different result for the person charged.

Donald Marshall Jr had been charged with three offences relating to federal fishing regulations: selling eels without a licence, fishing out of season, and using illegal nets. His defence was that the treaties signed in 1760 and 1761 by Mi'kmaq and Maliseet communities in New Brunswick contained language that said they had a communal right to hunt and fish, and to trade their catch for necessities. A key component of the case was giving modern-day expression to an old legal document. Given the language contained in the treaties, the Court found that Mr Marshall did have a right to earn a "moderate livelihood" from selling his catch. The Court was clear that the First Nations' treaty right was subject to regulation; however, as identified in *Van der Peet*, regulations that infringe on the right must be justifiable.

CP PHOTO

In April 1982, Queen Elizabeth II signed Canada's constitutional proclamation in Ottawa as Prime Minister Pierre Trudeau looked on.

LETTERS

The Blood Tribe's (Kainaiwa) 1889 Akers Surrender Claim

The claim involves a clerical error that led to the surrender of 440 acres of land in 1889 from the Blood Indian Reserve (IR) 48 in southern Alberta. IR 48 was first surveyed in 1882-83. In 1884, David Akers requested 330 acres of homestead lands, which officials of the day determined were not part of the reserve, and letters patent were issued. It was subsequently discovered that the lands were indeed part of the reserve, and a surrender was purportedly taken in 1889 for 440 acres.

The Blood Tribe's 1889 Akers surrender claim was submitted to the Department of Indian Affairs and Northern Development in April 1995. The government settled portions of the claim while rejecting others. In August 1996, the Indian Claims Commission was asked to conduct an inquiry into the rejected portions of the claim. The Commission's inquiry process was stopped in April 1998 when the federal government accepted the previously rejected portions for negotiation. The government decision resulted from new evidence gathered during two ICC community sessions in October and December 1997 and new case law resulting from a Supreme Court ruling in the *Appassin* case.

Former Commissioner James Prentice, Commissioner Daniel Bellegarde and others examine evidence at a community session for the Blood Tribe 1889 Akers surrender claim.

The Commission released its inquiry report into the Akers surrender in June 1999. Later that year, at the request of Canada and the First Nation, the Commission began facilitating settlement negotiations by monitoring land-use studies, and providing facilitation and mediation services at the negotiation table. The ICC released its mediation report in June 1999. A settlement agreement was ratified by the First Nation in November 2003. The settlement included $2.3 million to be placed in trust and used for the purchase of land which will be placed into reserve status.

KAINAIWA

Tribal Government & External Affairs

Box 60
Standoff, Alberta T0L 1Y0
Phone: (403) 737-3753
Fax: (403) 737-2336

26Nov03

Ralph Brant
Director of Mediation
Indian Claims Commission
Enterprise Building
Suite 400 - 427 Laurier Ave. West
P.O. Box 1750, Station B.
Ottawa, Ontario
K1P 1A2

Dear Ralph,

The Blood Tribe electorate ratified the Akers 2 Settlement/Trust Agreement on November 13, 2003. This brings an end to many years of effort and patience put forth by a number of people. I would like to thank you, your staff and the Commissioners for the great service provided. Your involvement ensured that the process was kept on track, adequate records provided and that everyone played by the ground rules. ICC's contribution is duly noted and greatly appreciated. You played a key role in the success of the Akers 2 Negotiations. Thank you.

Sincerely,

Randy Bottle
Chair, Tribal Government Committee
Co-lead Negotiator, Akers 2 Negotiation Team
Blood Tribe

cc: Minister Robert Nault, Indian Affairs

CLAIMS IN INQUIRY

Athabasca Chipewayan First Nation (Alberta) – Compensation criteria agricultural benefits

Blood Tribe/Kainaiwa (Alberta) – Big Claim

Cowessess First Nation (Saskatchewan) – 1907 surrender – Phase II

Cumberland House Cree Nation (Saskatchewan) – Claim to IR 100A

James Smith Cree Nation (Saskatchewan) – Chakastaypasin IR 98

James Smith Cree Nation (Saskatchewan) – Peter Chapman IR 100A

James Smith Cree Nation (Saskatchewan) – Treaty land entitlement

*Kluane First Nation (Yukon) Kluane – Park and Kluane Game Sanctuary

Lheidli T'enneh Band (British Columbia) – Surrender Fort George IR 1

Little Shuswap Indian Band, Neskonlith First Nation and Adams Lake First Nation (British Columbia) – [Neskonlith reserve]

Lower Similkameen Indian Band (British Columbia) – Victoria, Vancouver and Eastern Railway Right of Way

Lucky Man Cree Nation (Saskatchewan) – Treaty land entitlement – Phase II

*Mississaugas of the New Credit First Nation (Ontario) – Crawford Purchase

*Mississaugas of the New Credit First Nation (Ontario) – Gunshot Treaty

Muskowekwan First Nation (Saskatchewan) – 1910 and 1920 surrender

Nadleh Whut'en Indian Band (British Columbia) – Lejac School

*Ocean Man Band (Saskatchewan) – Treaty land entitlement

Opaskwayak Cree Nation (Manitoba) – Streets and Lanes

Pasqua First Nation (Saskatchewan) – 1906 surrender

Paul First Nation (Alberta) – Kapasawin Townsite

Roseau River Anishinabe First Nation (Manitoba) – 1903 surrender

Sakimay First Nation (Saskatchewan) – Treaty land entitlement

Sandy Bay Ojibway First Nation (Manitoba) – Treaty land entitlement

Siksika First Nation (Alberta) – 1910 surrender

Stanjikoming First Nation (Ontario) – Treaty land entitlement

*Stó:lō Nation (British Columbia) – Douglas reserve

Sturgeon Lake First Nation (Saskatchewan) – 1913 surrender

Taku River Tlingit First Nation (British Columbia) – Wenah specific claim

Touchwood Agency (Saskatchewan) – Mismanagement (1920-1924)

Treaty 8 Tribal Association [Seven First Nations] (British Columbia) – Consolidated annuity

Treaty 8 Tribal Association [Blueberry River & Doig River First Nations] (British Columbia) – Highway right of way-IR 72

Treaty 8 Tribal Association [Saulteau First Nation] (British Columbia) – Treaty land entitlement and Land in severalty claims

U'Mista Cultural Society (British Columbia) – The prohibition of the Potlatch

*Whitefish Lake First Nation (Alberta) – Compensation Criteria - Agricultural Benefits Treaty 8

Whitefish Lake First Nation (Alberta) – Agricultural benefits Treaty 8

Williams Lake Indian Band (British Columbia) – Village site

Wolf Lake First Nation (Quebec) – Reserve lands

CLAIMS IN FACILITATION OR MEDIATION

Blood Tribe/Kainaiwa (Alberta) – Cattle claim

Chippewa Tri-Council (Ontario) – Coldwater-Narrows Reserve

Chippewas of the Thames First Nation (Ontario) – Clench defalcation

Cote First Nation No. 366 (Saskatchewan) – Pilot project

Fort Pelly Agency (Saskatachewan) – Pelly Haylands

Fort William First Nation (Ontario) – Pilot project

Keeseekoowenin First Nation (Manitoba) – 1906 lands claim

Michipicoten First Nation (Ontario) – Pilot project

Missanabie Cree First Nation (Ontario) – Treaty land entitlement

Mississaugas of the New Credit First Nation (Ontario) – Toronto Purchase

Muscowpetung First Nation (Saskatchewan) – Flooding claim

Pasqua First Nation (Saskatchewan) – Flooding claim

Skway First Nation (British Columbia) – Schweyey Road claim.

CLAIMS WITH REPORTS PENDING (INQUIRY)

Conseil de bande de Betsiamites (Quebec) – Highway 138 and Betsiamites Reserve

Conseil de bande de Betsiamites (Quebec) – Bridge over the Betsiamites River

Peepeekisis First Nation (Saskatchewan) – File Hills Colony

CLAIMS WITH REPORTS PENDING (MEDIATION)

Blood Tribe/Kainaiwa (Alberta) – Akers surrender

Moosomin First Nation (Saskatchewan) – 1909 surrender

Thunderchild First Nation (Saskatchewan) – 1908 surrender

** in abeyance*