

**SPECIFIC CLAIMS TRIBUNAL**

BETWEEN:

SUNCHILD FIRST NATION

Claimant

v.

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

Respondent

F I L E D	SPECIFIC CLAIMS TRIBUNAL TRIBUNAL DES REVENDICATIONS PARTICULIÈRES December 14, 2012 Amy Clark	D É P O S É
	Ottawa, ON	

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**RESPONSE**  
**Pursuant to Rule 42 of the**  
***Specific Claims Tribunal Rules of Practice and Procedure***

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This Response is filed under the provisions of the *Specific Claims Tribunal Act* and the *Specific Claims Tribunal Rules of Practice and Procedure*.

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**I. Status of Claim (R. 42(a))**

1. The Claimant, the Sunchild First Nation (the "First Nation"), submitted a claim to the Minister of Indian Affairs and Northern Development (the "Minister"), asserting that the First Nation did not receive any of the agricultural benefits to which it was entitled pursuant to the terms of Treaty No. 6 (the "Original Claim").
2. The Original Claim was submitted with a cover letter dated February 26, 2008, was received by Specific Claims Branch on May 8, 2008 and was filed with the Minister on February 11, 2009.
3. By letter dated September 29, 2011, the First Nation was informed that the Original Claim was accepted, in part.

**II. Validity (R. 42(b) and (c))**

4. In its Declaration of Claim (the "Claim"), the First Nation alleges that Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (the "Crown") failed to provide the First Nation with certain benefits under Treaty No. 6 (the "Claimed Benefits").
5. Of the Claimed Benefits, the Crown accepts that it failed to supply the First Nation with one boar, one bull, two sows and four oxen.
6. The Crown does not accept and specifically denies the validity of all of the remaining allegations and claims set out in the Claim.

7. The First Nation has already been compensated in full for the Claimed Benefits, including losses, if any, arising from the Crown's failure to provide one boar, one bull, two sows and four oxen.
8. In the alternative, if the First Nation has suffered any damages regarding the failure to provide any of the Claimed Benefits, none of sections 20(1)(e) to (h) of the *Act* provide the basis for the Tribunal to award compensation. If a loss is established regarding the failure to provide any of the Claimed Benefits, any compensation would be awarded pursuant to section 20(1)(c).
9. Further, the Crown specifically pleads section 20(3) of the *Act* and the application of set-off.

**III. Allegations of Fact – Declaration of Claim (R. 41(e)): Acceptance, denial or no knowledge (R. 42(d))**

10. Unless expressly admitted in this Response, the Crown denies each and every fact alleged in the Claim and puts the First Nation to the strict proof thereof. Further, and without limiting the generality of the foregoing, the Crown specifically denies the facts alleged in paragraphs 12, 13, 14, 24, 28 and 29 of the Claim.
11. The Crown has no knowledge of the facts alleged in paragraphs 18, 19, 20, 23, 25 and 27 of the Claim. Further, the facts alleged in these paragraphs are irrelevant to the Claim.
12. With respect to paragraph 11 of the Claim, the Crown admits that Treaty No. 6 was signed at Fort Carlton and Fort Pitt in 1876. The remaining facts alleged in paragraph 11 of the Claim are irrelevant to the Claim.

13. With respect to paragraphs 15 and 16 of the Claim, the Crown admits only that Treaty No. 6 contains the clauses referred to. The remaining statements are not allegations of fact; rather, they constitute legal argument.
14. With respect to paragraphs 17 and 21 of the Claim, the Crown admits that Chief Louis Sunchild was a signatory to the Adhesion to Treaty No. 6 on the 25<sup>th</sup> day of May, 1944 on behalf of the First Nation.
15. With respect to paragraph 22, the Crown admits that by Order in Council P.C. 4661, dated Tuesday, the 13<sup>th</sup> day of September, 1949, the Sunchild Indian Reserve No. 202 was designated and set aside for the First Nation.
16. The Crown admits paragraph 26.

#### **IV. Statements of Fact (R. 42(a))**

17. Treaty No. 6 was made and concluded near Fort Carlton on the 23<sup>rd</sup> and the 28<sup>th</sup> days of August and near Fort Pitt on the 9<sup>th</sup> day of September, 1876.
18. Between the 18<sup>th</sup> day of August, 1877 and the 11<sup>th</sup> day of February, 1889, there were 10 Adhesions to Treaty No. 6. Between the 25<sup>th</sup> day of May, 1944 and the 15<sup>th</sup> day of May, 1956, there were another 5 Adhesions to Treaty No. 6.
19. The First Nation adhered to Treaty No. 6 on the 25<sup>th</sup> day of May, 1944. More than 3 years prior to this date, reserves had been agreed upon and surveyed for at least 20 Treaty No. 6 Bands.
20. By December 1945, the Crown provided the First Nation with enough seed to plant the land actually broken up for cultivation.

21. In the mid 1940's, the Crown provided horses to the First Nation. By 1951, the First Nation owned cattle and horses. Throughout the 1960's, the Crown provided more cattle to members of the First Nation through the Rotating Herd Program.
22. Starting in the mid to late 1940's, the Crown provided the First Nation with farm machinery, equipment, tools and implements to assist the First Nation with cultivation of land and their agricultural efforts.
23. Upon entering into Treaty No. 6 with the First Nation and thereafter, the Crown expended money to support the First Nation with cultivation of its land and agricultural efforts and to provide assistance to members of the First Nation who owned cattle.

**V. Relief (R. 42(f))**

24. The Crown seeks dismissal of the Claim in its entirety.
25. The Crown seeks its costs in the proceedings.
26. The Crown seeks to have deducted from the amount of compensation, if any is awarded and payable, the value of any benefit received by the First Nation in relation to the Claimed Benefits.
27. Such further relief as this Honourable Tribunal deems just.

**VI. Communication (R. 42(g))**

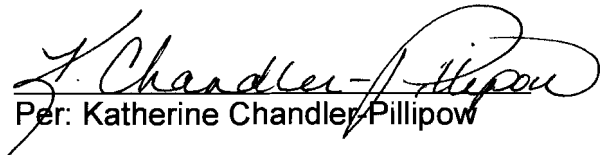
28. The Respondent's email addresses for service of documents are:

Katherine.chandler-pillipow@justice.gc.ca; and

Karen.metcalfe@justice.gc.ca.

Dated this 14<sup>th</sup> day of December, 2012.

William F. Pentney  
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Per: Katherine Chandler-Pillipow

  
Per: Karen Metcalfe

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