

SPECIFIC CLAIMS TRIBUNAL

BETWEEN:

TSESHAHT FIRST NATION

SPECIFIC CLAIMS TRIBUNAL		
TRIBUNAL DES REVENDICATIONS PARTICULIÈRES		
F I L E D	June 30, 2016	D E P O S É
David Burnside		
Ottawa, ON	5	

Claimant

v.

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

Respondent

RESPONSE

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

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

TO: Tseshah First Nation
As represented by Bram Rogachevsky of
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I. Status of Claim (R. 42(a))

1. The Respondent, Her Majesty the Queen in right of Canada (Canada) admits that the Tseshah Indian Band (the “Claimant”) is a First Nation within the meaning of section 2 of the *Specific Claim Tribunal Act*, S.C. 2008, c.22 (the “Act”) as pleaded in section II, paragraph 1 of the Declaration of Claim (the “Declaration”).
2. The Claimant filed a specific claim on October 16, 2008 (the “Claim”) respecting various alleged breaches of lawful obligation by Canada in connection with the land referred to in the Declaration as “Iwachis I.R. 3” and hereinafter defined as (“the claimed Land”).
3. The Minister notified the Claimant in writing on August 6, 2009 of his decision not to accept the Claim for negotiation. Canada admits, in response to paragraph 2 of the Declaration, that the Claim meets the conditions precedent, as set out in paragraph 16(1)(a) of the *Act*.
4. In reply to paragraph 6 of the Declaration, Canada submits that the statutory ground for this Claim is limited to s. 14(1)(c) of the *Act*.

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

5. Canada does not accept the validity of any of the allegations set out in the Declaration, and in particular denies:
 - a. the alleged breach of a legal obligation of the Crown under the *Indian Act* or any other legislation pertaining to Indians or lands reserved for Indians of Canada or of a colony of Great Britain of which at least some portion now forms part of Canada;

- b. the alleged breach of a legal obligation arising from the Crown's provision or non-provision of reserve lands, including unilateral undertakings that give rise to a fiduciary obligation at law, or its administration of reserve lands, Indian moneys or other assets of the Claimant;
- c. the alleged breach of a legal obligation arising from an illegal lease or disposition by the Crown of reserve land; and
- d. the alleged failure to provide adequate compensation for reserve lands taken or damaged by the Crown or any of its agencies under legal authority.

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

- 6. Unless expressly admitted, Canada denies each and every allegation of fact or law in the Declaration.
- 7. Canada admits the facts in paragraphs 2-6, 10, 13-17, 19-21, 23, 30, 32, 33, 35, 38, 40, 41, and 43 of the Declaration.
- 8. Canada has no knowledge of the facts set out at paragraphs 7, 12, 22, 24, 31, 36, 42, and 44 of the Declaration.
- 9. Canada denies the facts at paragraphs 1, 8, 9, 11, 18, 25-29, 34, 37, 39, 45-49 of the Declaration.
- 10. In reply to paragraph 1 of the Declaration, Canada denies that the surrender of the claimed Land was to Canadian National Pacific Railway. The surrender of the claimed Land was to the Crown in right of Canada. The sale of the claimed Land

was to Canadian Northern Pacific Railway (“CNPR”).

11. In reply to paragraph 7 of the Declaration, Canada admits the facts in the first sentence of paragraph 7, but has no knowledge of whether the claimed Land was occupied prior to contact or whether it was an important fishing village for the Claimant.
12. In further reply to paragraph 7 of the Declaration, Canada has no knowledge whether several families had houses on the claimed Land or who those families were.
13. In reply to paragraph 8 of the Declaration, Canada admits that the claimed Land was surveyed in 1883, and approved by B.C.’s Chief Commissioner of Lands and Works on May 16, 1894.
14. In further reply to paragraph 8 of the Declaration, Canada denies that the claimed Land was ever an Indian Reserve subject to the *Indian Act*. The Provincial government had not transferred administration and control of the claimed Land to the Dominion government prior to the 1913 sale. The Province’s continuing interest in the claimed Land in 1913, meant the Province needed to relinquish or “quit-claim” its interest before CNPR could acquire the claimed Land in fee simple. CNPR paid the federal government for the Claimant’s reserve interest in the claimed Land. They also paid the provincial government for its interest, which would have been unnecessary if the Province had already transferred administration and control of the claimed Land to Canada.
15. In reply to paragraph 9 of the Declaration, Canada admits the claimed Land remained intact, but denies that the claimed Land was occupied at the time of sale, except for the presence of one house.

16. In reply to paragraph 11 of the Declaration, Canada admits that the *British Columbia Railway Act*, R.S.B.C. 1911 c. 194 (“*BC Railway Act*”) provides restrictions on the acquisition and use of lands. Canada says that the *BC Railway Act* provides that a railway company with consent of the Minister can appropriate unoccupied and unreserved lands of the Province lying on the route of the railway.
17. Further, in reply to paragraph 11 of the Declaration, Canada denies that the claimed Land was occupied or reserved at the time CNPR initiated discussions with Agent Neill to purchase the claimed Land, or when it was sold.
18. In reply to paragraph 14 of the Declaration, Canada admits the facts, except that the notation reads “I think we should have *better* information [emphasis added].”
19. In reply to paragraph 17 of the Declaration, Canada admits the facts, except that the letter from Department of Indian Affairs (“DIA”) Assistant Deputy and Secretary McLean (“McLean”) did not indicate the sale “would not be allowed”, rather, that the sale *could* not be allowed [emphasis added]. Canada says the letter was dated April 30, 1912, not April 29, 1912.
20. In reply to paragraph 18 of the Declaration, Canada admits that CNPR Executive Agent Holt (“Holt”) spoke with Special Commissioner McKenna (“McKenna”) and the Attorney General W.J. Bowser regarding the sale of the claimed Land.
21. In further reply to paragraph 18 of the Declaration, Canada denies McKenna’s opinion was contrary to DIA’s letter of April 30, 1912. McKenna, working as an independent body of the Commission, was seeking information and evidence as he deemed appropriate and was within his discretion to do, including information from Indian Agent Neill (“Agent Neill”), the Chief, and Holt to make his recommendation on the sale of the claimed Land.

22. Further to paragraph 18 of the Declaration, Canada has no knowledge whether there were Tseshaht members living on the claimed Land at this time.
23. Further to paragraph 18 of the Declaration, Canada says that it was the opinion of both Agent Neill and McKenna that the claimed Land was very little used and had no habitation or evidence of Indian occupation on it.
24. Further to paragraph 18 of the Declaration, Canada says that Agent Neill was notified that the sale could not be allowed by a letter dated May 15, 1912, not May 9, 1912.
25. In reply to paragraph 20 of the Declaration, Canada admits that by January 1913, Deputy Secretary General Indian Affairs Frank Pedley ("Pedley") informed Agent Neill that the claimed Land could be sold as long as it was duly surrendered by the Claimant. Neill was also asked to have a CNPR Right of Way Agent go with him to ensure the land valuations were satisfactory to all concerned.
26. In reply to paragraph 21 of the Declaration, Canada admits CNPR's original plans dated November 29, 1912 illustrated a station, terminal, and lines on the claimed Land. On December 23, 1912, McLean was informed that CNPR was applying for all of the claimed Land because the rest of the lands would be required "in the very near future for future railway works".
27. In reply to paragraph 22 of the Declaration, Canada admits the facts, but has no knowledge as to whether the Claimant was privy to these communications, nor whether the Claimant was under the impression that the claimed Land was sought for military purposes.
28. In reply to paragraph 23 of the Declaration, Canada admits that the Department of Indian Affairs ("DIA") advised CNPR that the claimed Land could not be

alienated until the Indian Reserve Commission had addressed the “Indian Reserve Question” in BC.

29. In reply to paragraph 24 of the Declaration, Canada admits the DIA reversed its position and decided to allow the sale provided the “Reserve is duly surrendered by the Indians”. Canada has no knowledge if the Claimant was informed of the change in position.
30. In reply to paragraph 25 of the Declaration, Canada denies that by January 16, 1913, the claimed Land was surveyed in preparation for the surrender. A legal description of the entire claimed Land was prepared and dated January 16, 1913, but no survey was undertaken at that time.
31. In reply to paragraph 26 of the Declaration, Canada denies that the signatories to the sale of the claimed Land had no interest in the claimed Land. Canada says there were twenty six (26) signatures on the surrender, not twenty seven (27). Further, Canada says that Indian Agent Cox (“Agent Cox”) provided an account of the surrender.
32. In further reply to paragraph 26 of the Declaration, Canada denies that no records have been found describing the events of the day. Agent Cox submitted a first-hand description of the process of the claimed Land surrender. Part of the document is illegible, which may be an explanation of why there is an absence of eligible voters noted in Agent Cox’s description of the process. The claimed Land surrender document (“surrender document”) identified the number of signatories, their names and the date on which the surrender occurred.
33. In further reply to paragraph 26 of the Declaration, Canada says that it has no knowledge whether the signatories to the surrender document were habitually resident on the claimed Land and further says that residential status was not a requirement under the *Indian Act*. Further, Canada has no knowledge if Mr.

Gaelic and Mr. Clutesi resided on the claimed Land, or if they signed the surrender document.

34. In reply to paragraph 27 of the Declaration, Canada has no knowledge whether the signatories to the surrender document were illiterate, but admits the majority of the signatories appear to have signed with a mark.
35. In further reply to paragraph 27 of the Declaration, Canada denies that there is any evidence that most of the signatories would not have spoken English. Canada further denies that legal representation was required for the valid sale of the claimed Land.
36. In further reply to paragraph 27 of the Declaration, Canada says that by at least June 1912, and probably as early as March 1912, discussions had taken place with the Claimant about the sale of the claimed Land to CNPR, and the expected price per acre.
37. In reply to paragraph 28 of the Declaration, Canada admits the claimed Land was sold for the initial asking price of \$200 an acre and an additional \$100 for the Gaelic building for a total of \$5,300.
38. In further reply to paragraph 28 of the Declaration, Canada has no knowledge of how the claimed Land or the building was valued. In further reply, Canada has no knowledge of how the house set out in the surrender document was valued. Further, Canada says that there is no evidence that Mr. Clutesi had a house on the claimed Land.
39. In reply to paragraph 29 of the Declaration, Canada denies that Agent Neill set out that the Claimant was in financial difficulty and would accept a lower valuation of the claimed Land. Agent Neill indicated that he did not know the

- Band's attitude towards selling the claimed Land nor what price they would accept.
40. In further reply to paragraph 29 of the Declaration, Canada denies that there was no evidence of any negotiations with CNPR. Agent Neill was accompanied by Holt, as CNPR's representative in negotiating a surrender.
 41. In reply to paragraph 31 of the Declaration, Canada admits that the initial surrender documents were returned to Agent Cox. Canada has no knowledge if Agent Cox set out that only 27 [26] of the 35 adult males present, voted.
 42. In further reply to paragraph 31 of the Declaration, Canada has no knowledge if Agent Cox did not specify whether the eligible voters were habitually resident on the claimed Land. Canada says there was no requirement that they do so.
 43. In reply to paragraph 34 of the Declaration, Canada says that both Indian Agents Neill and Cox valued the claimed Land at \$200 per acre.
 44. In further reply to paragraph 34 of the Declaration, Canada denies that Agent Neill valued the house on the claimed Land at \$150, Canada says that Agent Neill said the owner of the house was expecting to be paid \$150 for the house.
 45. In further reply to paragraph 34 of the Declaration, Canada has no knowledge if the Claimant was aware of CNPR's intentions to use some of the claimed Land for town purposes.
 46. In reply to paragraph 35 of the Declaration, Canada says the Governor in Council turned to the Department of Justice, not the Ministry of Justice for an opinion on various issues regarding the surrender and the Affidavit of Execution. Canada admits that the Affidavit of Execution was reworded to include the then present members, in accordance with s. 49. of the *Indian Act*, 1906.

47. In reply to paragraph 36 of the Declaration, Canada admits the Governor in Council approved the surrender on September 12, 1913, as required by s. 49 of the *Indian Act*. Canada has no knowledge if forty-one (41) people were paid for the surrender of the claimed Land.
48. In reply to paragraph 37 of the Declaration, Canada admits that the Royal Commission held a hearing with the Claimant on May 11, 1914, and heard from interviewees about their concerns.
49. In further reply to paragraph 37 of the Declaration, Canada has no knowledge whether fishing at the claimed Land was and continues to be of concern to the Claimant. In further reply to paragraph 37, Canada denies that the claimed Land was a fishing village at the time of its sale in 1913. Canada has no knowledge if the sale of the claimed Land impacts the Claimant today.
50. In reply to paragraph 38 of the Declaration, Canada admits that there was uncertainty during the Royal Commission, and both the Commissioner and the Chief spoke as if the claimed Land remained a reserve.
51. In reply to paragraph 39 of the Declaration, Canada denies that the Royal Commission “rescinded” its confirmation of the claimed Land as a reserve and says that the Royal Commission issued an “errata” in which the Royal Commission “reconsidered and amended” its previous confirmation of the claimed Land as a reserve. Canada further says that the Royal Commission did not have the authority to confirm the claimed Land as a reserve, as it had already been sold and this much was acknowledged by the Royal Commission.
52. In reply to paragraph 40 of the Declaration, Canada admits that on February 6, 1917, CNPR applied for a Crown Grant for the claimed Land, and this was granted on July 17, 1918 for a total amount of \$260.

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

53. In addition to the foregoing, Canada pleads the following facts.

A. *The Allotment of Reserves in British Columbia*

54. Following British Columbia's entry into Canada in 1871, and pursuant to Article 13 of the Terms of Union, Indian reserve commissions were established to allot Indian reserves in British Columbia. The first commission was the Joint Indian Reserve Commission established in 1876.

55. In 1880, the Governor approved the appointment of Peter O'Reilly ("O'Reilly") as Indian Reserve Commissioner. O'Reilly's reserve recommendations were subject to the confirmation of both the Indian Superintendent, a Dominion official, and the Provincial Chief Commissioner of Lands and Works.

56. The federal Crown lacked the sole authority to allot, set aside, or create reserves for the Claimant. The allotment and creation of reserves required the cooperation of the provincial Crown because the lands upon which reserves for First Nations in British Columbia were to be established were provincial lands.

B. *Iwachis Indian Reserve No. 3*

57. O'Reilly issued a Minute of Decision ("MoD") for Iwachis on June 3, 1882. The MoD described the size and location of Iwachis.

58. Iwachis was identified by O'Reilly as being one of nine (9) reserves allotted for the Claimant, with acreages totaling one thousand, one hundred and fifty (1,150) acres.

59. The survey of Iwachis was carried out by Ashdown Green on October 20, 1883 and was approved on May 16 1894 by B.C.'s Chief Commissioner of Lands and Works.

C. Sale of the Claimed Land

60. A letter of March 4, 1912, from Agent Neill to McLean, enclosed the application of Mr. Green, real estate agent for CNPR, wishing to purchase the claimed Land. McKenna wrote to the Superintendent General of Indian Affairs on June 2, 1912 enclosing Mr. Green's application, agreeing that the claimed Land might be alienated with the consent of the Dominion and Provincial Governments pending the negotiations respecting Indian Lands. McKenna also said that the Provincial Government was prepared to dispose of its reversionary interest in the claimed Land to the Company.
61. Canada says reserves could not be created within the meaning of the *Indian Act* prior to the transfer of administration and control of reserve lands from the provincial government to the federal government.
62. Canada says that the Province never transferred administration and control of the claimed Land to the Dominion prior to the 1913 sale.
63. On June 13, 1912, the provincial government confirmed it would dispose of its reversionary interest to CNPR. The Province's disposal of the reversionary interest was confirmed in a letter from CNPR counsel in December 1912.
64. Following the Royal Commission meeting with the Claimant and its recognition of the claimed Land as a reserve, on February 17, 1916, the Commission issued an errata, providing that the claimed Land was *eliminated* [emphasis added], not rescinded, from such confirmation having been surrendered and sold to the CNPR in 1913.

65. Despite the claimed Land not being a reserve within the meaning of the *Indian Act*, it was a provisionally approved reserve in 1913. As such, the federal government had a limited fiduciary duty to the First Nation during the process of surrender and sale. The scope of this duty was more limited than if the Reserve had been created within the meaning of the *Indian Act* by 1913.

D. *Occupation of the Claimed Land*

66. In Agent Neill's letter of March 4, 1912 to McLean, he described the claimed Land as being very little used and only one or two houses on it.
67. On June 2, 1912, McKenna issued a report on his visit to the claimed Land with both Agent Neill and Holt. The report indicated that there was "*no habitation on the Reserve and no evidence of Indian occupation*" [emphasis added] and just one old building which may not have even been on the reserve. McKenna adding that the reserve was "no longer necessary" to the FN for fishing purposes.
68. McKenna also described the use of the other reserves allotted to the Claimant, indicating that there were nine reserves, and the principal reserve was situated on the Canal near Alberni and contained 1,050 acres, a fair proportion of which is good land, as well as another reserve on the Canal of 156 acres.
69. During the questioning of the Royal Commission in 1914, the Chief indicated that the claimed Land was used for fishing when the herring and salmon came in, and that none of the claimed Land was cultivated.

E. *The Valid Sale and Surrender of the Claimed Land*

70. Section 34 of *An Act to Incorporate the Canadian Northern Pacific Railway Company Act*, gives the CNPR the power to purchase, hold, lease or sell land for any of the purposes of the Company, and for the purposes of town sites, parks and

pleasure grounds, and to lay out and survey the same. Section 17 provides that there is an application of the *B.C. Railway Act* to the *Canadian Northern Pacific Railway Company Act*.

71. *The British Columbia Railway Act*, R.S.B.C. 1911 c.194, Part VI. [Acquirement of Crown Lands]; s. 34 also provided the ability for CNPR to seek and obtain consent from the Minister to take and appropriate land that is unoccupied and unreserved to make, complete and maintain the undertaking of the Company.
72. CNPR plans dated November 29, 1912 illustrated a station, terminal, and lines on the claimed Land.
73. No evidence was located that indicates that CNPR would not be using the claimed Land for railway purposes.
74. In a letter of January 14, 1913 Pedley informed Agent Neill that the claimed Land would be sold and he instructed Neill to obtain a surrender, and in so doing to ensure he consulted Band members as to improvements on the land, and to the Indian Council as to an agreeable total value of the land. Agent Neill was reminded that the valuation of the claimed Land should be based on the quality, locality etc. of the lands.
75. The meeting with the Claimant, Agent Cox, and Holt, occurred on February 18, 1913. Twenty-six (26) members appeared to have signed the surrender document, but judging by their marks, many of them may have been illiterate.
76. On February 25, 1913, Agent Cox forwarded the surrender document to the DIA Secretary, together with a cheque for \$5,300, including \$5,200 for the claimed Land (\$200 per acre) and \$100 for a house for Mr. Gaelic. Agent Cox requested that \$2,700 be returned to him for distribution to the Claimant as soon as possible.

77. On March 12, 1913, the Assistant Deputy Secretary General of Indian Affairs ("Assistant DSGIA") informed Agent Cox that the surrender document had been improperly executed and would have to be attested to again. On March 26, 1913, Agent Cox sent the re-executed affidavit of execution.
78. On April 1, 1913, DIA again sent a letter to Agent Cox indicating that the execution of affidavit must be made before a Notary, and was not sufficient according to the *Indian Act*. By April 22, 1913, the Assistant DSGIA acknowledged receipt of a proper Affidavit of Execution and requested details on the total number of Band members over the age of 21, how many attended the meeting, and how many voted for or against the surrender.
79. On July 17, 1913, the surrender document of the claimed Land was submitted to the Administrator in Council indicating that the surrender was duly authorized, executed and attested in the manner required by the 49th section of the *Indian Act*.
80. On August 12, 1913, a memorandum to the Acting Deputy Minister of Justice's office indicated that the surrender was "duly made" but that there still remained some problems with the affidavit.
81. Correspondence dated August 13, 1913, to the Deputy Minister of Justice provides the Affidavit of Execution needed to show that a majority of eligible males voted, not just a majority of those "then present". It was requested that the "correction" be made and that the affidavit be re-sworn.
82. Ensuring the proper procedural requirements were met, established a lawful surrender was in place, and the Dominion Order in Council PC 1908 indicated that the Privy Council approved the surrender of the claimed Land on September 12, 1913.

83. An October 1, 1913 description for a Patent described the land taken and included a requested indemnity regarding the reversionary interest.
84. On October 4, 1913 Agent Cox was sent a cheque in the amount of \$2,600 for distribution to the FN, as well as the \$100 cheque for FN member Gaelic in compensation for his building.
85. Letters Patent were issued on October 4, 1913 granting the claimed Lands to CNPR absolutely and added that the patent was issued and accepted without recourse against the Dominion Government in the case of a claim established by BC.
86. A Pay list for the FN was prepared by Agent Cox on November 19, 1913, and it included his Declaration attesting to the distribution of the money received.
87. On June 11, 1918, a Certificate of Purchase for Lot 495 (the claimed Land) was given to the CNPR. A Crown Grant was issued on July 17, 1918 and a Certificate of Indefeasible Title in favour of the CNPR was issued on August 8, 1918.
88. BC Order in Council 1036 transferred administration and control of reserves outside the Railway Belt to Canada on July 29, 1938. The claimed Land was not in the Schedule, as it had already been surrendered in its entirety.
89. The Claimant testified before the Royal Commission on May 11, 1914. While there was concern expressed by one member about the railway running through IR No. 1, and general concerns about timber and fishing use on all Tseshaht reserves, there was no discussion of the claimed Land other than the Chief saying that it was used "For fishing when the herring and salmon come in there," and that it was uncultivated.

F. Canada did not Breach any of its Obligations regarding the Claimed Land Sale

90. In Agent Neill's letter to Ottawa on March 4, 1912, he indicated that he did not know how the Claimant felt about selling their land or what price they would ask, but sought permission to speak to the Band about the sale of the claimed Land.
91. During Special Commissioner McKenna's assessment of the claimed Land in June 1912, he provided that Agent Neill assured him that the Claimant was willing to surrender the claimed Land for *\$100.00 per acre which he considered a fair valuation [emphasis added]*. CNPR was prepared to pay \$200.00 per acre for the claimed Land. In McKenna's opinion, \$200 an acre was a high price for the land, and that the exchange of the 26 acres for \$5,200.00 would be to the Claimant's advantage. McKenna said the railway was clearly in the interest of the public, and of the Claimant, and the offer was most generous compensation for the claimed Land.
92. On November 12, 1912, McLean wrote to Agent Neill asking Neill if \$200 an acre that CNPR was willing to pay, was a reasonable figure and who the acknowledged owners of the claimed Land were. It was understood that a representative of CNPR stated the Claimant was willing to accept \$100 per acre provided they were paid this sum direct, and that CNPR was willing to pay an additional \$100 per acre to the credit of the Band.
93. On November 22, 1912, Agent Neill replied that initially the Claimant was willing to accept the \$200 valuation, but later said that they expected at least \$300 an acre, and that he considered \$300 an acre to be a fair price based on what the adjacent land was sold for. He went on to say that \$300 an acre was many more times the land's value to the First Nation.
94. On December 28, 1912, McLean, wrote to the Board of Railway Commissioners, wanting to ensure the plans submitted by CNPR were certified, showing the lands

were required for railway purposes. Unfortunately, the Commission did not hold the authority to deal with a provincial charter company.

95. This valuation of the claimed Land by Agent Neill was clearly a marked departure from his earlier valuation of the claimed Land, and his instructions on how to value the land. In correspondence dated January 14, 1913, Pedley instructs Agent Neill to obtain a surrender for the claimed Land and to bear in mind that the land valuation it is to be based on the actual value of the land as to quality, and locality among other things when arriving at the valuation of the land.

96. On July 17, 1913, the surrender was submitted to the Administrator in Council indicating that Agent Cox valued the land at \$200 an acre, which was the same valuation as was placed on the land in 1912 by Agent Neill. The house on the claimed Land was valued at \$100.

97. Canada remained diligent in ensuring that the interests of the Claimant were represented, by making certain that CNPR file plans showed the lands in a manner that illustrated their necessity for railway purposes, and that the claimed Land was duly sold and surrendered.

V. Relief (R. 42(f))

98. Canada denies the entitlement of the relief sought and seeks to have the claim dismissed in its entirety.

99. Canada seeks its costs in the proceedings.

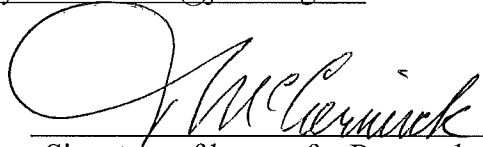
VI. Communication (R. 42(g))

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Dated: June 30, 2016



Signature of lawyer for Respondent

William F. Pentney, Q.C.

Deputy Attorney General of Canada

Per: Terry (Teresa) McCormick

Department of Justice

British Columbia Regional Office