



Haudenosaunee Confederacy Chiefs Council Oswe:ge Grand River Newsletter

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December 2015



Haudenosaunee Confederacy Royane & Yakoyane at a recent "Working Session" with consultants and faithkeepers to take a serious look at Haudenosaunee Governance.

Haudenosaunee Clanmothers & Chiefs Working Session Strengthening our Bundle of Arrows

The Haudenosaunee Confederacy Royane & Yakoyane began the long process of taking a serious look at Haudenosaunee Governance, spending a couple of days recently at the first of what is planned to be regular 'Working Sessions' with consultants and faithkeepers.

For those at Grand River, that time meant reflecting on the last 10 years since the reclamation of the lands now known as Kanonhstaton, and making note of what they feel have been the successes, and then taking a serious look at what areas they felt were in need of work. The Haudenosaunee from other territories also shared what

areas have been successful for their nation, and what areas needed work.

The planned working sessions stemmed from the Royane & Yakoyane hearing from clan family members about the need take the final steps at removing the Indian Act Council from the Six Nations; as well as people's frustration at seeing their efforts in the land reclamation of Kanonhstaton, and the HCCC's negotiated return of the Burtch lands to the Six Nations through the Confederacy in exchange for the barricades being taken down, now being undermined and blatantly ignored by the Federal and Provincial Crown in collaboration with the feder-

ally imposed Indian Act Band.

Wanting to demonstrate to the people that they hear them; and that they understand, support & share the concerns of the people, the Chiefs & Clanmothers spent two days at their working session taking a serious look at transitioning the Haudenosaunee out from under the imposed paternalistic Indian Act once and for all, and strengthening our Nation within all Haudenosaunee territories.

Those in attendance spent time reflecting on what it really means to be Haudenosaunee; what are the things that keep us strong, and what are the things that *(continued on page 7)*

Development of public and media communications policy

Since 2006 there has been an increased awareness of, and interest in the Haudenosaunee Confederacy Chiefs Council (HCCC) and Haudenosaunee peoples that has meant growth for the HCCC itself. That growth requires additions to the HCCC communication's policy in engaging both the public and media.

The HCCC growth has over the years seen the development of the Haudenosaunee Resource Centre, the Haudenosaunee Development Institute (HDI), the HCCC engaged with the local tobacco industry to produce guidelines for the domestic industry, the HCCC has worked with local hunters to establish the Haudenosaunee Wildlife Authority, is involved in the Red Hill Valley The harper government was Board, has established the Haudenosaunee Archeological Monitors Program and Environmental Monitors Program, an HDI environmental team is looking at the development of an overall waste management plan, the HCCC has re-established the Haudenosaunee Land Registry, is developing a financial management plan and undertaken the acquisition of lands to start building on the Grand River land base. It has created a repatriation committee for lost or stolen Haudenosaunee cultural and spiritual items/artifacts, and has begun investing in local language programs and culture and more.

In an effort to streamline communications the HCCC has agreed to begin development of a public and media policy aimed at providing information to the Haudenosaunee and its own departments, committees, volunteer service workers and the media at large.

The policy will allow for all HCCC communications to be more effectively coordinated, managed and responsive.

It will explore how to engage and consult the Haudenosaunee public more effectively in the workings of the HCCC., its policies and programs and allow for more visibility, accessibility and accountability to the Haudenosaunee public.

It will look at cultural nuances and protocols surrounding attendance at council meetings and in providing of information to Haudenosaunee who request it.

The HCCC is looking at past practices of media inclusion, both on and off reserve, to determine how to address their specific needs while ensuring the cultural nuances and protocols of council are followed. The HCCC understands that journalists and media play an important role in democracy by providing the public with news and information and it will continue to proactively address those needs with the media to ensure the media understand HCCC policies, programs and services.

It will look at effective responses to and informing the media through a variety of mediums and explore the appointments of spokespersons to facilitate information or meet with interview requests.

Ontario Premier Kathleen Wynne sends Burtch lands to corporation

The HCCC, on behalf of the Haudenosaunee people, spent several years overseeing the environmental cleanup on the lands that would return the Burtch Tract lands to their natural status prior to transfer back to the HCCC under the Haldimand Proclamation of 1784, an agreement the HCCC reached with Ontario during the 2006 reclamation. The environmental clean-up work was completed in May of 2015. In June 2015 rather than honouring the agreement with the HCCC, Ontario announced they are now planning on returning the lands to a Six Nations Elected Band Council corporation.

In an effort to clear the smoke screen and explain why the Ontario Government is taking these steps and the pitfall awaiting the federal band council system, the HDI refer to Policy Analyst and writer Russell Diabo, a Mohawk from Kahnawake, Publisher and Editor of "First Nation Strategic Bulletin", on what he has written about Canadian/Indian act legislation and policy, and its effect on 'first nations':

"HARPER'S FIRST NATIONS TERMINATION PLAN!"

Termination means the ending of First Nations pre-existing sovereign status through imposed Indian Act legislation, policy and federal coercion of First Nations into Land Claims and Self Government Final Agreements that convert First Nations into municipalities, their reserves into fee simple lands and extinguishment of their Inherent, Aboriginal and Treaty Rights!

The Harper government was implementing a First Nations Termination Plan through two tracks:

- 1) a "Modern" amended **Indian Act**; or through
- 2) Self Government/Comprehensive Claims **Final Agreements**.

The Termination Plan was based upon

the following key tenets using federal laws, policies, funding and law (and if necessary military) enforcement:

- *Getting First Nations consent to the extinguishment (modification) of Aboriginal Title;*
- *Getting First Nations sign-off on the legal release of Crown liability for past violations of Aboriginal Title & Rights;*
- *Getting First Nations acceptance of the elimination of Indian Reserves by accepting lands in fee simple;*
- *Getting First Nations acceptance to removing on-reserve tax exemptions;*
- *Getting First Nations to respect existing Private Lands/Third Party Interests (and therefore alienation of Aboriginal Title territory without compensation);*
- *Getting First Nations to accept (to be assimilated into) existing federal & provincial orders of government;*
- *Getting First Nations to accept application of Canadian Charter of Rights & Freedoms over governance & institutions in all matters;*
- *Getting First Nations to accept Funding on a formula basis being linked to own source revenue; "*

Now, let's put that in perspective with the Burtch Lands.

In a recent statement by the Six Nations Elected Band Council (SNEBC), in response to the Ontario Ministry of Aboriginal Affairs regarding Six Nations title to the Burtch lands, the Indian Act band's legal advisor Lonny Bomberry issued a press release stating that the SNEBC plans on forming a federal corporation to hold the lands on behalf of the Six Nations people and the lands would be held as "fee simple" lands through the "additions to reserve" process. The band has offered the confederacy chiefs one position on the board of directors of the corporation. The band will hold two positions.

While one might think that's a viable solution and might even view the gesture of the band reaching out to the confederacy as a 'good faith' attempt to work together, the underlying issues of how and why Canada, through the



Ministry of Aboriginal Affairs, is pushing for this 'united front' process in dealing with Six Nations is really the core issue. They are trying to get the HCCC and the SNEBC at a "one stop" table because they want you to agree to a municipal form of "self-government" that accepts federal and provincial power. In other words, they are forging ahead with their total assimilation plan, and the ONLY thing standing in their way, is the Haudenosaunee, and the ancient historical Confederacy Chiefs Council governmental process.

As you will recall, following some very intense negotiations between the Haudenosaunee, Ontario and Canada, on May 10, 2006 the Honorable David Peterson wrote to the Haudenosaunee Six Nations Confederacy Council on behalf of the provincial and federal crown regarding the Burtch Facility Lands. That letter has become known as "Peterson's Promise" and was to serve as a show of good faith on the part of the Crown, in returning the Burtch Lands to the Six Nations in exchange for the dismantling of the barricades on Plank Road in front of the former Douglas Creek Estates.

In the letter Peterson writes: *"Ontario is prepared to return title to the people of Six Nations"; and further in the letter writes: "It is the intention that the land title be returned to its original state, its status under the Haldimand Proclamation of 1784".*

For the Chiefs & Clanmothers, and all of the people involved in the negotiations and on the front lines of the reclamation, that meant only one thing: the lands were coming back to the Haudenosaunee through the Confederacy Council. That is the ONLY reason the barricades came down, because the Chiefs, the Clanmothers and the people would not have agreed to anything less.

Since that time, and since Canada walked

away from the table, Ontario has been desperately trying to find a way to back out of the promise and put the lands in the band council's name so the Crown could maintain control.

In his analysis Diabo explains Stephen Harper's Conservative Plan of 2006 that it promised to:

"Replace the Indian Act [and related legislation] with a modern legislative framework which provides for the devolution of full legal and democratic responsibility to aboriginal Canadians for their own affairs within the Constitution, including the Charter of Rights and Freedoms."

Diabo goes on that "modern" in Conservative terms means assimilation of First Nations by termination of their collective rights and off-loading federal responsibilities onto the First Nations themselves and the provinces. "Aboriginal Canadians" is the term the government of Canada uses to describe First Nations because the Termination goal is to convert "Indian Bands" into ethnic municipalities with fee simple lands under provincial jurisdiction.

Over the last few years the SNEBC has been adopting or attempting to adopt various acts on behalf of the Six Nations:

- **Matrimonial Real Property Act - federal**
- **The Lands Management Act - federal**
- **Six Nations Residency By-law - federal**
- **Six Nations Child Welfare Designation - provincial**
- **Six Nations Education Act - federal**

All of these fall under the direction of either

the Federal or Provincial Crown and fall in line with the Municipal Acts and legislative process. More importantly, they fall directly into the trap that the Crown has laid out for all 'First Nations' across Canada; accepting 'self governance' under the terms and conditions set out by the Crown which means under federal and provincial rule, accepting lump sum payments in exchange for total relinquishment of treaty and land rights, opting for lands held in 'fee simple' eliminating 'special status' of reserves, and basically becoming a municipal board with little or no say on any governance issues. Band Councils who opt into this plan, for example turning the Grand River Territory into a municipality, would ultimately wipe out any 'reserve status', and put the Six Nations in the same category as Brantford, Haldimand and all the other towns and townships along the Grand, which equates to taxation, and brown little Canadians.

The Haudenosaunee took precautions during the negotiations to ensure the Crown was not able to lump the Haudenosaunee into the Specific Claims Process or Comprehensive Claim process for the very reason that Diabo points out in his article. To do so meant that you were relinquishing title to the various lands that were under negotiation and the only settlement available was a lump sum cash settlement and the Crown would be absolved from any further liability. Remember what happened when Canada/Ontario presented their \$26 million dollar offer on the Welland Canal? Chief Arnie General asked "who will own the land after", and Federal negotiator Ron Doering stated: "well we wouldn't pay you \$26 million if we didn't". They call it a "Rights Based Approach" but the Indian Act Claims Process, which the band is required to follow, is designed to abolish any rights and absolve the Crown (*continued on page 8*)

HCCC Seeks Legal Opinion:

SAMSUNG AGREEMENT DID NOT WAIVE SOVEREIGNTY

An independent legal opinion on the Haudenosaunee Confederacy Chiefs Council's engagement agreement with Pattern Grand LP Holdings LP ("Pattern") and SRE GRW LP Holdings ("Samsung") in relation to a 150 megawatt wind farm project ("Project") in Haldimand County has found the agreement does not waive sovereign immunity of the Haudenosaunee.

After concerns were raised by community members the Haudenosaunee Development Institute (HDI) with

approval from the HCCC, sought an independent legal opinion on the engagement agreement. Community members had concerns that the agreement had in some way waived the Haudenosaunee's sovereign immunity over the lands in question.

The B.C. firm of Maria Morellato, Q.C. Sarah Ciarrocchi and Leah Pence, having been the successful firm responding to the request for proposals, undertook a legal review of the impacts of the July 25, 2013 Engagement Agreement.



WE PRESENT THEM HERE:

I. Overview

On July 25, 2013 the Haudenosaunee Confederacy of Chiefs Council ("HCCC" or "Council") as represented by the Haudenosaunee Development Institute ("HDI"), and the HDI itself entered into an Engagement Agreement with Pattern Grand LP Holdings LP ("Pattern") and SRE GRW LP Holdings ("Samsung") in relation to a 150 megawatt wind farm project ("Project") in Haldimand County.

The HDI's Director has asked us to provide a legal opinion on the impact of the Engagement Agreement on Haudenosaunee land and treaty rights, sovereignty and sovereign immunity.

The firm addressed the following 3 questions posed by the HDI:

1. *What are the implications of waiving "sovereign immunity" in Clause 17 of the Engagement Agreement?*

Short Answer: Sovereign immu-

ity is an immunity enjoyed by nations/countries from lawsuits brought in the courts of other nations/countries. Under American law, sovereign immunity applies to Indian Tribes. In Canadian law, the doctrine of sovereign immunity has not been recognized as applying to First Nations. We therefore see no legal problem or negative legal implication arising from the clause in the Engagement Agreement that waives sovereign immunity. This view is reinforced by the fact that the Engagement Agreement is to be interpreted and applied in accordance with Canadian law.

2. *Does the Engagement Agreement compromise or jeopardize the HCCC's sovereignty, or its position that it is sovereign?*

Short Answer: Several aspects of the Engagement Agreement recognize or strengthen the Haudenosaunee's jurisdiction and self-government rights. In particular, Clause 9 states that the Engagement Agreement will

not abrogate or derogate from any of the Haudenosaunee's existing treaty rights, including those claimed under the 1701 Treaty of Albany. In addition, Clause 2 provides that the HDI's archaeological and environmental programs, which are exercises of Haudenosaunee law, apply to the development and construction of the Project.

That said, HCCC and HDI have agreed to limit the application of further Haudenosaunee laws to the Project, which can be viewed as limiting the Haudenosaunee's ability to exercise the full spectrum of its self-governance rights over the Project. The HCCC and HDI have also agreed not to impede the Project. These types of clauses are common in agreements with proponents to provide certainty for projects.

We do not see anything in the Engagement Agreement that would jeopardize or compromise Haudenosaunee's general position that it is sovereign. It is important to understand that the Engagement Agreement

applies only to this specific Project, operated by these specific Developer Partners, and not to Haudenosaunee's lands or governing power in general, or to its relationships with entities other than the Developer Partners.

3. *Has the HCCC or the HDI relinquished any land rights or treaty rights in the Engagement Agreement?*

Short Answer: The Haudenosaunee have not relinquished their "land rights" (i.e., Aboriginal rights) or treaty rights through the Engagement Agreement and may continue to exercise harvesting rights, such as hunting and fishing as well as economic rights in the Haldimand tract, provided these uses do not prevent, interrupt, delay, block or adversely affect the wind farm. In addition, under Canadian law, a First Nation cannot exercise its treaty rights in an area where such exercise would be inconsistent with the current use of the land.

II. Review of Engagement Agreement

a. Overview

On July 25, 2013, the HDI and HCCC entered into the Engagement Agreement with Pattern and Samsung (“Developer Partners”).

We understand that prior to entering into the Engagement Agreement, HDI reported to the HCCC about its contents, and was in contact with Chiefs and Clanmothers to seek their comments, concerns or questions about it. For the purposes of this analysis, we are proceeding on the understanding that HDI was duly authorized to enter into the Engagement Agreement.

1. In broad strokes, in the Engagement Agreement the HCCC (through HDI) agrees that it supports the development, construction and operation of the Project.

2. In addition to agreeing to support the Project, the HCC and HDI have agreed not to institute or threaten any legal proceedings or take other action (directly or indirectly) that would prevent, interrupt, delay, block or adversely affect the development, construction or operation of the Project.

3. In return for this support, the HCCC receives:

- a one-time payment of \$60,000;
- \$150,000 per year for the 20 year term of the power purchase agreement with the Ontario Power Author-

ity (“annual contribution”); and

- \$75,000 per year for 20 years as part of a land acquisition fund (“land acquisition fund”).

4. The annual contribution and land acquisition fund monies are paid into segregated funds for the sole benefit of Haudenosaunee citizens, and the funds are managed by the HCCC with restricted uses.

5. In addition, the Developer Partners agree to follow HDI’s archaeology and environmental monitoring program for the development and construction of the Project.

b. Support for the Project

Clause 3 of the Engagement Agreement sets out that the HCCC and HDI support the “development, construction, and operation of the Project,” and HCCC and HDI have also executed Schedule A confirming this. Schedule A (Statement of Engagement and Support) provides as follows:

- HDI, HCCC, and the Developer Partners have undertaken engagement about the Project;
- The engagement process has enhanced HDI’s and HCCC’s understanding of the Project, and has also enhanced the Developer Partners’ understanding of the HDI’s and HCCC’s concerns regarding their “constitutionally protected treaty and other rights, proper stewardship of the land and protection of [their] natural envi-

ronment”;

- HDI and HCCC are satisfied with the engagement process and supportive of the Project;

- Measures have been incorporated into the Project to enhance its overall environmental benefit by increasing wildlife habitat, improving water quality through long-term plantings of vegetation, and minimizing its potential environmental impacts;

- HDI, HCCC and the Developer Partners will continue to be respectful of each other’s rights and interests and will continue to consult with each other regarding the development, construction and operation of the Project.

In Clause 3 the HDI and HCCC further agree:

...(a) not to institute or threaten any legal proceeding or take other action (directly or indirectly) that would prevent, interrupt, delay, block or in any way adversely affect the development, construction or operation of the Project, including without limitation interfering with access by the Developer Partners, GRWLP and its or their affiliates to the Project site; and (b) not encourage (directly or indirectly), and make best efforts to discourage, all Haudenosaunee members or other persons from engaging in any conduct described in (a) immediately above, and in the event of such action or conduct, HCCC and HDI each agree to use best efforts to facilitate the

immediate cessation of such action or conduct. The parties agree that no portion of any payments made pursuant to this Agreement will be used to discourage Haudenosaunee members from engaging in any conduct described in this paragraph or compel Haudenosaunee members to cease such conduct.

c. Non-Derogation Clause

The Engagement Agreement includes a “non-derogation clause” or a “no prejudice to rights clause” meaning that the agreement is not to be interpreted or understood as taking away or diminishing any of the Haudenosaunee’s treaty rights. Clause 9 of the Engagement Agreement provides as follows:

Non-Derogation. Nothing in this Agreement shall be construed so as to abrogate or derogate from any existing treaty rights of the Haudenosaunee and in particular rights claimed by the Haudenosaunee further to the 1701 Treaty of Albany.

The full legal opinion is available to Haudenosaunee to read at the HCCC administration offices in the GREAT building.



Midwinter Ceremonies

It's important to be mindful that there are slight variations at the different Longhouses.

At the last Ceremony in the fall time which is held after everything is harvested and stored away for winter, the men are "sent out to hunt" for Midwinter Ceremonies.

The Hunters are given a "charge" to be strong in fulfilling their duties in harvesting the meat for the Ceremonies. They are told to return the month before the Midwinter Ceremonies will start.

The Moon known as "Disgo:wah" is followed as the Midwinter Moon by some Longhouses, and others watch the stars known as "Hadi:gwá:da: or O'genya:" to be directly overhead at dark-time, then they begin Midwinter Ceremonies five sleeps after the next new moon. (Midwinter generally lasts 8-10 days).

A meeting is held between the Hunters and the Leaders about one month before to see how much meat is gathered and to decide if there's enough to last for the duration of the Ceremonies. Also the starting date is agreed on at that time and it is up to the Faithkeepers to let the people know and to be ready on the set date.

The day starts at daybreak with the dressing and "bundling with words" of the "Etinoseh-Two Uncles" who are sent house to house to stir the ashes and "rouse" the people to begin the Great Midwinter Ceremonies. People are encouraged to set things (work and games) aside, while the Ceremonies will be going on.

The "Etinoseh-Two Uncles" return to the Longhouse before dark and the people are gathered to begin the "Stirring Ashes

Ceremony". The Ceremony is conducted to give thanks for the past year and to ask for continuation of our existence and for all of Creation to become renewed with the blessing of the ashes.

The Ceremony goes on until all pass by the fire to stir up the ashes. The house is divided according to Clans and each side selects a leader to oversee the ceremony. Speeches and songs are sung to give thanks and ask for renewal.

Next are the Medicine/Healing Ceremonies, whereby individuals can renew and re-strengthen themselves through "Feasts/Pass Dance Ceremonies" which they belong to.

A speech is made to encourage everyone to prepare for the Four Great Ceremonies, which are to begin after one day of preparation. (Longhouse is cleaned and meat is cooked).

The Four Ceremonies begin in the early morning, as close to sunrise as possible. First are three Dances of "**Osdowago:wah-Great Feather Dance**". (1st-Faithkeepers, 2nd-People, 3rd-Creator's). Also Women's Dance is conducted to honor our Life Sustainers and our Mothers. Also a speech is made to encourage everyone to be strong in our ways and to be diligent and committed to their duties. (Encouragement speech is directed to the Leaders, Faithkeepers, People of no specific duties/titles, and the Children).

-Next are the Second and Third Ceremonies, beginning with "**Adowah-Mens' Chants**" and the Naming Ceremony for the babies. Men sing and speak to give thanks on behalf of the families and to ask for continued health in the coming year

of Ceremonies. The Women will clap their hands in time with the chanting of their "sons".

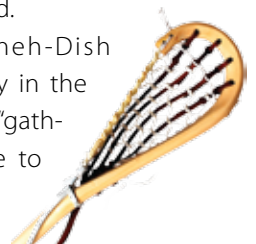
Next is "**Ganeho-Drum Dance**". A speaker is appointed to speak on behalf of all. He speaks in between the middle songs and offers words to Our Creator and acknowledges all that came to pass throughout last year and also asks for renewal and continuation of Creation in the coming year.

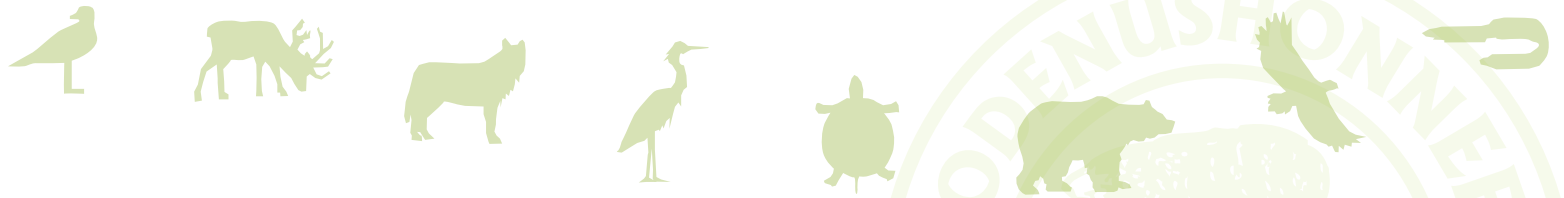
At the conclusion of this day, new Faithkeepers can be "stood up" and spoken to about their duties. Also there is an opportunity to acknowledge the passing of "Indian Friends" and "Spouses" who may have passed on since last year. (A speech and a small amount of material would be gifted to the surviving family members of the deceased.)

Next is preparations for the Fourth Ceremony "**Gayendowa:neh-Dish Game**". Each Clan side appoints and announces "Gatherers" (individuals to go out and collect the bets for the Dish Game). Also the crowd is encouraged to put up something they are stingy of, and not to bet anything that is not valued,

or may be discarded. Four items are usually mentioned as acceptable items to bet; 1) White Wampum Beads 2) Our Native Clothing 3) Lacrosse Sticks 4) Rattles. It is believed that whatever is lost in the game will be waiting for us in the next world.

"Gayendowa:neh-Dish Game" begins early in the morning with the "gatherers" going house to

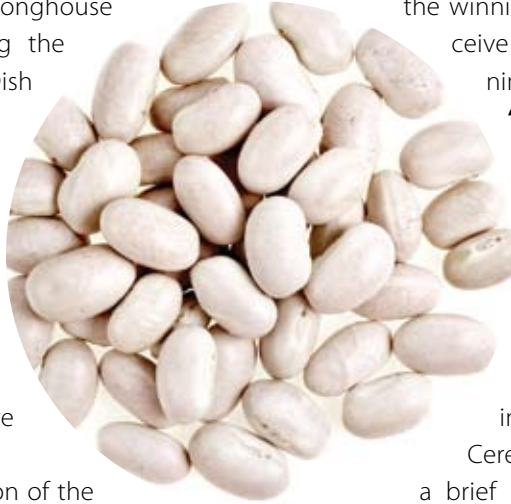




house collecting the bets from their Clan Side members. When they are done they will return to Longhouse to begin matching the "bets" for the Dish Game.

The game is played until one Clan side wins all the beans (counters). Some Longhouses use 100 white beans and others use 101 white beans.

At the conclusion of the game, "Osdowago:wah-Great Feather



Dance" is conducted to give thanks for completing the Great Ceremony. Then the winning Clan Side will receive their bets and winnings and a speech

"Gaihwao:ho:" is made to recap the Great Ceremony, beginning with the conclusion of harvest when the hunters were released to go hunting for the Midwinter Ceremonies. Along with

a brief recap of what took place each day, a report is given as to

how much meat was used and all what was collected to make the Great Ceremonies happen. All are thanked for their participation and for the effort that was given to make the Great Ceremonies go on again. The people are ceremonially given their work and games back, so they can resume with the things they do in their day-to-day existence. Also encouragement is given for the families to "walk on a good path" which pleases Our Creator, and not to engage in the things which sadden Our Creator.

Information provided by the Haudenosaunee Resource Centre 2015. Please use with a Good Mind.

Strengthening our Bundle of Arrows

(continued from page 1) have weakened us as a people. What are the things that plague our nation and prevent us from flourishing as the self sustaining, independent Nation that Sonkwiontisonh founded when he bundled the arrows together, and United the Five Nations into One, to form the Whiskniyonwenstake, also known as the Iroquois Confederacy.

Some of the topics such as Drugs & Alcohol, Suicide, Internal Racism/Factionalism, Education and Communications were highlighted as areas viewed to be of the highest importance to begin making some positive change. The attendees appointed two working groups tasked to building a communication strategy and plan for re-instatement.

The work leading up to this session began with Chiefs & Clanmothers

during their weekly meetings at HDI dealing with issues that range from environmental concerns to the protection of our treaty rights in relation to development in our treaty territory. The Royane & Yakoyane began to take a closer look at how outside governments are continuing with their assimilation plan through the federally imposed band council systems without consent or authority of the Haudenosaunee people and how they continue to drive the wedge deeper amongst the factions in our territories to ensure that their plan isn't compromised by Unity, such as that seen in Caledonia in 2006.

Recognizing this historical assimilation strategy, the

Haudenosaunee Confederacy Chiefs Council has been implementing its own strategy on combating the Crown's attempts by re-establishing some of its own governance structures that existed pre 1924 such as re-establishing our leases, monitoring development of our lands, protection of our burials, taking back our education by strengthening our languages & ceremonies, as well as the re-establishment of the Haudenosaunee Land Registry.

The latter proved most beneficial since the Ontario government under Premier Kathleen Wynne has reneged on its promise to return the Burtch Tract Lands to the Six Nations people through the Haudenosaunee Confederacy Chiefs Council.



Dec. 14, 2015 - Dec. 18, 2015

• ARMS File 100, Pages 789-794.

Nov. 1 1921 - Oct. 18, 1921

• Council decided that, with reference to the investigation at the Indian Office, to inform the Supt. that all claims against the Mill Flats property should be disposed of

• ARMS File 100, Pages 783-769.

Oct. 18, 1921 – Sept. 7, 1921

• Council decided that for all patients in the Brantford General Hospital for the full treatment for \$1.50 per day they are to pay one half, 75¢ provided the patient is in needy circumstances
 • Council considered several complaints against the Secretary but dismissed them because they

were without grounds

• ARMS File 100, Pages 768-751.

Sept 6, 1921 – July 5, 1921

• Council decided that Chief Levi general be empowered to secure the treaties between the Six Nations and the Crown in London, England.
 • He is also authorized to negotiate a loan in London, England up to \$3000 to be paid out of the Six Nations funds

• ARMS File 100, Pages 750-744.

June 14, 1921 – June 7, 1921

• Council approved of a paper to the Ontario Historical Society and ask that they put themselves on record recognizing the rights of the Six Nations and that encroachments are being made on those rights by the Canadian Government

• ARMS File 100, Pages 743-738.

May 17, 1921 – May 6, 1921

• Council went on record as against the land settlement Act of Indian returned Soldiers as it infringed on the rights of the Six Nations, because only the Council had the right to decide titles to Six Nations lands.

• Council proclaimed that the Six Nations Confederacy has full independence in their domestic affairs, and because this right has been recognized by the British Crown no Act by the Canadian Parliament should have any force among the Six Nations. They also deem the Canadian Enfranchisement Act an invasion on their rights and forbid anyone from aiding in carrying the Act out, and anyone doing so is liable to being deemed a traitor to the Six Nations.

Burtch Land Promise

(continued from page 3) of any liability, past present or future. If you don't agree with their offer or their process, they drop the negotiations. And that's exactly what happened.

The Confederacy Council refused their offer and continued to maintain the Haudenosaunee held treaty and land rights throughout the Haldimand and Nanfan treaty territory.

The band council ended their support of the HCCC at negotiations and re-instated their land claim through litigation, and the Feds walked away from the table, citing 'you can't negotiate at the same time as you're in litigation'. The HCCC then created the HDI and began an engagement process which saw the Haudenosaunee once again leasing lands that had otherwise been illegally and forcibly removed from their authority & jurisdiction by way of unilateral Crown Patents and Ontario's bogus Land Registry System designed to hide the theft of "Indian lands".

Ontario has since refused to renew its communication protocol agreement that it had established with the HCCC following the end of the negotiations process. Instead Ontario Premier Wynne is playing games with the band, and other groups within the territory in an attempt to undermine the authority of the HCCC, by utilizing the factions they have created to get what they want: the complete and total assimilation of the Six Nations. And that is why the HCCC will not agree to the lands being held by the SNEBC Corporation under Fee Simple title. The Haudenosaunee Confederacy Chiefs saw through the Crown's attempts long ago, and put the Burtch Lands in the Haudenosaunee Land Registry, to prevent the Crown from reneging on its promise, and to protect it once again as Haudenosaunee treaty territory. The HCCC continues to encourage Premier Wynne to return to the communication protocol and talks in an attempt to come to a peaceful

resolution on all matters relating to Haudenosaunee treaty and land rights.

In summary, a big part of the discussion at the recent working session was centered around the continued interference by the Crown in Haudenosaunee governance. That interference did not go unnoticed over the summer when the HCCC were hit with an onslaught of accusations and continued disruption at our monthly councils. While the allegations appeared to be coming directly from the bench, it was later learned that the source of the allegations and strategy of attack came directly from Crown representatives. The Royane & Yakoyane drew strength and faith from our Creator, and in seeing the structure and process of the Haudenosaunee withstand yet another assimilation attack, and took steps to reassure the people that the HCCC have not, and will not, jeopardize the rights and interests of our people and the future of the Haudenosaunee.

**HAUDENOSAUNEE
CONFEDERACY
COUNCIL**



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

1 844 445 4222

Haudenosaunee Development Hotline. We want to hear from you. Questions on projects, negotiations, land rights issues or have a comment to make, call us and let's talk!