INDIAN CLAIMS COMMISSION

REPORT ON THE MEDIATION

OF THE

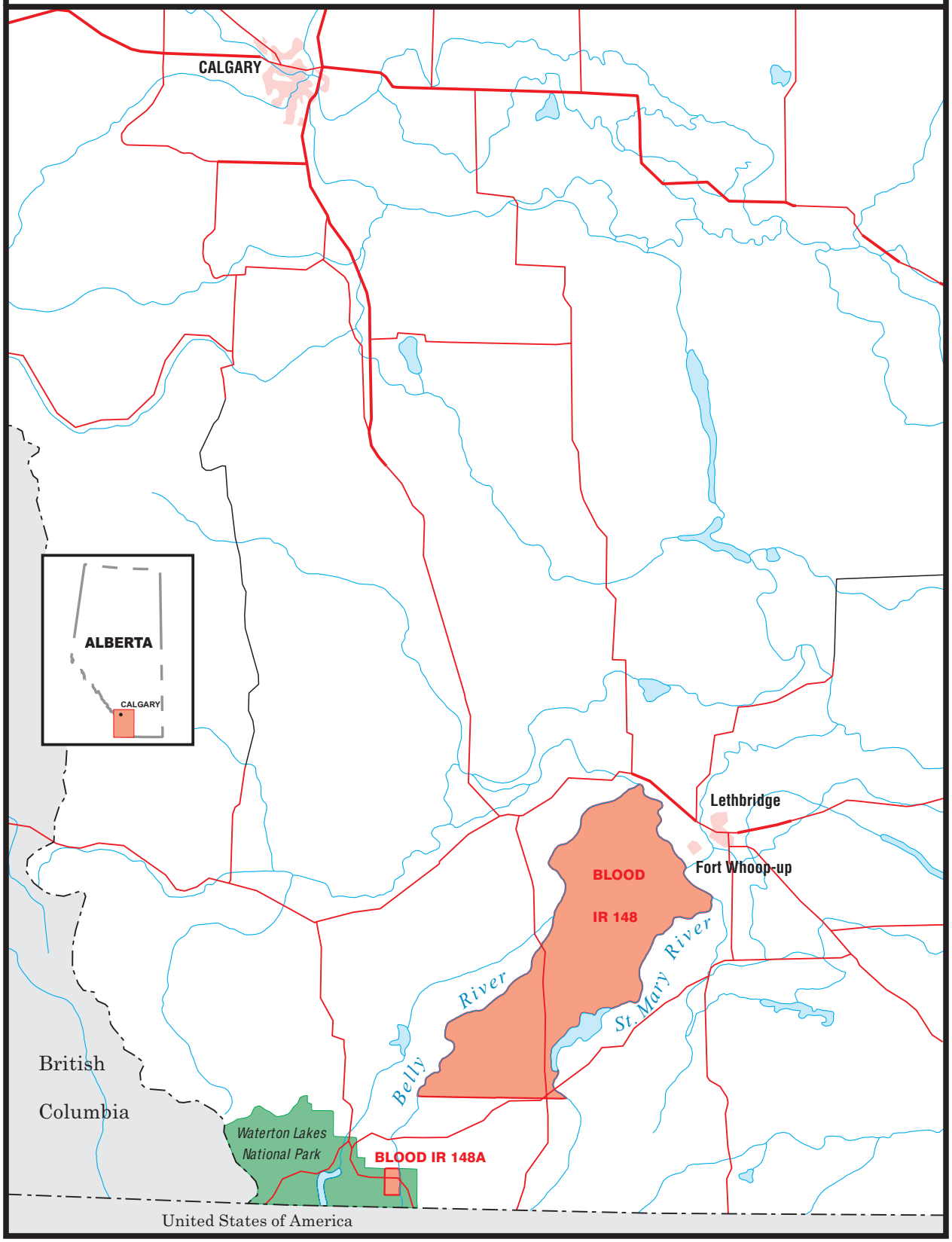
BLOOD TRIBE / KAINAIWA

AKERS SURRENDER NEGOTIATIONS

August 2005

CONTENTS

Claim Area Map



PART I
INTRODUCTION

The Blood / Kainaiwa people have historically been allied politically, culturally, and economically with the Peigan and Siksika as the Blackfoot Confederacy. The Blood Reserve, which is the largest in Canada, is located approximately 200 kilometres south of Calgary, stretching west of Cardston in the south to the Lethbridge city limits in the northeast. As of May 2005, the Blood Tribe had a registered population of 9,736, of whom 7,362 live on the reserve.[1] This report outlines how a claim put forward by the Blood Tribe, based on events that occurred over a century ago and submitted for review under the Government of Canada's specific claims process in 1995, was resolved with the assistance of the Indian Claims Commission (ICC).

This report will not provide a full history of the Blood Tribe / Kainaiwa claim. The issues involved in the 1889 Akers surrender claim and the inquiry process have been discussed by the Commission in its June 1999 publication of the report, *Blood Tribe / Kainaiwa: 1889 Akers Surrender Inquiry*.[2] This report will summarize the events leading up to the settlement of this claim and illustrate the Commission's role in its resolution.

The Blood Tribe formally submitted its claim, in accordance with Canada's Specific Claims Policy, to the Minister of Indian Affairs and Northern Development in April 1995. It was premised on two arguments: that the 1889 Akers surrender was invalid, and that no compensation was paid for the land which was taken. In December 1995, Canada agreed to negotiate the portion of the claim relating to lack of compensation while the Kainaiwa continued to look into the issue of the validity of the 1889 surrender. Negotiations led in August 1996 to a settlement of the Akers compensation claim (Akers I), which was ratified by the Kainaiwa membership in March 1997.

In June 1997, the Blood Tribe / Kainaiwa asked the ICC to conduct an inquiry into the outstanding portion of the claim relating to the surrender (Akers II). After a preliminary planning conference, a series of community sessions were held in October and December 1997 in which elders

---

[1] Canada, Indian and Northern Affairs Canada [INAC], First Nation Profiles, Blood Tribe, http://sdiprod2.inac.gc.ca/fnprofiles (June 1, 2005).

[2] Indian Claims Commission, *Blood Tribe/Kainaiwa: 1889 Akers Surrender Inquiry* (Ottawa, June 1999), reported (2000) 12 ICCP 3.

of the Kainaiwa provided information about the Tribe's strong oral tradition that a surrender meeting and vote had never taken place. After the final community session in December 1997, the Department of Indian Affairs and Northern Development (DIAND) instructed the Department of Justice to review the Akers surrender claim on the basis of new case law, the written submissions, and the elders' oral evidence.

In April 1998, Canada accepted the claim for negotiation. It agreed that the First Nation had sufficiently established the argument that the surrender was invalid because Canada had not properly obtained "the full and informed consent of the adult, male members of the Tribe."[3]

As a result, further inquiry by the ICC into this matter was no longer necessary, and the Commissioners made no recommendations. In thanking the ICC for its assistance in advancing the surrender claim, the Blood Tribe / Kainaiwa advised that it would also recommend to Canada that the Commission continue its involvement into the negotiation phase.[4] The Commission agreed to act as a neutral facilitator for the negotiations, which began shortly thereafter.

THE COMMISSION'S MANDATE AND MEDIATION PROCESS

The Indian Claims Commission was created as a joint initiative after years of discussion between First Nations and the Government of Canada on how the process for dealing with Indian land claims in Canada might be improved. Following the Commission's establishment by Order in Council on July 15, 1991, Harry S. LaForme, a former commissioner of the Indian Commission of Ontario, was appointed as Chief Commissioner. With the appointment of six Commissioners in July 1992, the ICC became fully operative.

The Commission's mandate is twofold: it has the authority, first, to conduct inquiries under the *Inquiries Act* into specific claims that have been rejected by Canada, and, second, to provide mediation services for claims in negotiation.

---

[3] John Sinclair, Assistant Deputy Minister, Claims and Indian Government, DIAND, April 15, 1998, reproduced in (2000) 12 ICCP 3 at 36.

[4] Dorothy First Rider, Chairperson, Blood Tribe Tribal Government Committee, to Indian Claims Commission, April 29, 1998 (ICC file 2108-25-01, vol. 1).

Canada distinguishes most claims into one of two categories: comprehensive and specific. Comprehensive claims are generally based on unextinguished aboriginal title and normally arise in areas of the country where no treaty exists between First Nations and the Crown. Specific claims generally involve a breach of treaty obligations or cases where the Crown's lawful obligations have been otherwise unfulfilled, such as a breach of an agreement or a dispute over obligations deriving from the *Indian Act*.

These latter claims are the focus of the Commission's work. The Commission is mandated to review thoroughly a rejected claim and the reasons for its rejection with both the claimant and the government. The *Inquiries Act* gives the Commission wide powers to conduct such an inquiry, gather information, and, if necessary, subpoena evidence. If, at the end of an inquiry, the Commission concludes that the facts and law support a finding that Canada owes an outstanding lawful obligation to the claimant, it may recommend to the Minister of Indian Affairs that a claim be accepted.

In addition to conducting inquiries, the Commission is authorized to provide mediation services at the request of the parties. From its inception, the Commission has interpreted its mandate broadly and has vigorously sought to advance mediation as an alternative to the courts. In the interests of helping First Nations and Canada negotiate agreements that reconcile their competing interests in a fair, expeditious, and efficient manner, the Commission offers the parties a broad range of mediation services tailored to meet their particular goals.

PART II

A BRIEF HISTORY OF THE CLAIM

On September 22, 1877, the Blood Tribe / Kainaiwa entered into Treaty 7 with representatives of the Queen. According to that treaty, reserve lands for the Blood, Blackfoot, and Sarcee Nations were to be set aside along the Bow and South Saskatchewan Rivers. Shortly after, however, the Blood Tribe indicated that it would prefer a separate reserve for itself on the south side of the Belly River, east of the fork of the Kootenai River.[5]

In 1869, two Montana traders had established a trading post at the junction of the Belly and St Mary Rivers, commonly referred to as Fort Whoop-Up. The post was abandoned when the North-West Mounted Police arrived in 1874, but its caretaker, David Akers, continued to live on the site, engaging mostly in market gardening and ranching.

In the summer of 1882, Surveyor John C. Nelson completed a survey of the newly selected reserve (Blood Indian Reserve (IR) 148) and described it as an area of 650 square miles "between, and bounded by, the St. Mary and Belly rivers, from their junction below [Fort] Whoop-up to an east and west line which forms its south boundary ... about nine miles north of the International Boundary."[6] When Assistant Indian Commissioner E.T. Galt inspected the reserve in the autumn of 1882, he reported that two non-Indians were located within the boundaries of the reserve, one of whom was David Akers at Fort Whoop-Up:

> A man named Cochrane is in possession of a Ranch on the Blood Reserve, where he has occupied for several years, and the Indians are anxious that he should quit the premises. ...
>
> A man named Akers is also a squatter on this Reserve. His improvements are at the Eastern extremity of the Reserve, and are very considerable being known as Fort Whoop-up. I have desired the Indian Agent to estimate their value, with a view

---

[5] Norman T. McLeod, Indian Agent, to Edgar Dewdney, Indian Commissioner, December 29, 1880, in Canada, Parliament, *Sessional Papers*, 1880–81, No. 14, "Annual Report of the Department of Indian Affairs for the Year Ended 31st December 1880," 97–98, as reported (2000) 12 ICCP 3 at 14.

[6] John C. Nelson, Dominion Land Surveyor (DLS), to Superintendent General of Indian Affairs, December 29, 1882, Canada, Parliament, *Sessional Papers*, 1883, No. 5, "Report of the Department of Indian Affairs for the Year Ended 31st December, 1882," as reported (2000) 12 ICCP 3 at 15.

> to making a settlement with Akers, as the Indians will not tolerate white men living on their Reserve. I may inform you that Fort Whoop-up was built ten years ago.[7]

On July 2, 1883, Chief Mekasto (Red Crow) and 17 other Chiefs put their marks on "Articles of Treaty" drawn up to amend the reserve provisions of Treaty 7. Excepted from the new reserve was an area described in that document as "any portion of the *north-east* quarter of section number three, in township number eight, in range twenty-two, west of the Fourth Principal Meridian, that may lie within the above mentioned boundaries."[8] This was supposed to be the location of Akers's Fort Whoop-Up location, although it was later discovered that the fort was actually located on the *northwest* quarter of that section. This error was corrected by "Articles of Treaty" dated September 9, 1886.[9]

In 1885, David Akers applied to the Department of Interior to purchase land bounded by the Belly and St Mary Rivers and by the southerly and westerly limits of section 3, township 8, range 22, W4M. The application was referred to the Department of Indian Affairs and, based on a report by Indian Commissioner Edgar Dewdney, the Deputy Superintendent General of Indian Affairs (DSGIA) wrote to the Department of the Interior in December 1885, stating that the land claimed by Akers was not within the boundaries of the Blood Reserve. Akers was subsequently granted entry onto the land and given permission to purchase it. At the same time, however, Indian Affairs officials in Ottawa examined the surveyor's plan and report, and, finding evidence that questioned Commissioner Dewdney's conclusion, they asked the Department of the Interior to delay issuing a patent to Akers.

It took another three years to resolve this issue; in the meantime, Akers, on the "special personal authority of the Minister of the Interior," had "purchased a Military Bounty Warrant covering 320 acres of land with the intention of applying it to the tract to be granted to him at this

---

[7] E.T. [Galt] to Edgar Dewdney, Indian Commissioner, October 5, 1882, Library and Archives Canada (LAC), RG 10, vol. 3637, file 7134, mfm reel C-10112 (ICC Documents, pp. 3–15), as reported (2000) 12 ICCP 3 at 14–15.

[8] Articles of Treaty, July 2, 1883, in Canada, *Indian Treaties and Surrenders*, vol. 2 (Ottawa, Queen's Printer, 1891; repr. Toronto: Coles, 1971), 134. Emphasis added.

[9] No. 237, Canada, *Indian Treaties and Surrenders, from 1680 to 1890 in Two Volumes* (1891; facsimile reprint, Saskatoon: Fifth House Publishers, 1993), 2: 194–95.

point."[10] In November 1888, Surveyor Nelson, accompanied by Mekasto (Red Crow), Blackfoot Old Woman, White Calf, and the local Indian Agent, retraced the boundaries of the Blood Reserve, after which Mekasto stated that "the boundaries of his reserve as now fixed would never again be questioned."[11] On this same visit, Nelson also marked the northwest quarter of section 3 for David Akers by planting iron posts at the corners. He later reported that Akers might be persuaded to accept land on the north side of the Belly River in lieu of lands on the Blood Reserve, but Akers refused to move.

The only recourse for the Department of Indian Affairs was to obtain a surrender of the land from the Blood Tribe. In June 1889, Commissioner Hayter Reed was authorized to take the surrender. In response to his request for additional instructions regarding compensation, Reed was told:

> [W]hen taking the surrender you had better make the most favourable terms possible with the Indians, committing the Department as little as possible to any question of compensation, either in land or in any other way ... The Superintendent General doubts whether an equivalent in land could be given to the Indians in the immediate locality of the Reserve, and he considers that land at any distance from their Reserve would be comparatively valueless to them.[12]

The surrender of 440 acres between the Belly and St Mary Rivers, to the south and west limits of section 3, township 8, range 22, W2M, was executed on September 2, 1889. The affidavit that the surrender provisions of the *Indian Act* were adhered to was not signed by Chief Mekasto until December 20, 1889. The explanation for the delay was provided by Indian Agent William Pocklington:

---

[10] A.M. Burgess, Deputy Minister, Department of the Interior, to L. Vankoughnet, DSGIA, February 14, 1887, as quoted in (2000) 12 ICCP 3 at 21.

[11] John C. Nelson, DLS, to the Superintendent General of Indian Affairs, November 12, 1888, as quoted in (2000) 12 ICCP 3 at 21.

[12] R. Sinclair, Acting DSGIA, to Hayter Reed, Indian Commissioner, July 13, 1889, quoted in (2000) 12 ICCP 3 at 23.

> I have at length succeeded in inducing "Red Crow" to make the affidavit before His Honour Judge Macleod releasing that portion of the Reserve claimed by W.D. Akers at Whoop-up on the 19th. I took "Red Crow" to Macleod and en route spoke to him on the question at last he told me that Mr. Akers had told "Day Chief" that he wanted the Indians to run him off the Reserve, no doubt with a view to making a claim against the Government for the same. I told "Red Crow" he could not very well refuse to make the affidavit as he had already done so twice[13] but unfortunately owing to an error in the survey, we wished him to make another. He at last said that if Mr. Justice Macleod and I said it was right he would make the affidavit.[14]

The surrender was signed by the Indian Agent, William Pocklington, and the interpreter, David Mills, but it was Hayter Reed who signed the affidavit on May 16, 1890 – eight months after the surrender, and nearly five months after Red Crow signed it.[15] The Order in Council accepting the surrender followed shortly after, on June 11, 1890.

The area surrendered was important to the Blood Tribe. These lands were the traditional wintering grounds and burial site of the Kainaiwa people and were an important location for the gathering of many items used for nutritional, medicinal, and spiritual purposes. They provided ample resources for hunting, trapping, and the grazing of horses. In addition, these lands also served a significant recreational and commercial purpose for the Tribe. A key river crossing located here made these lands a major meeting and trading site among the Indian people. Given this importance, the Blood elders believe that a surrender of the land would have been an event of great significance in the history of the Tribe, but the oral history, as passed down through the generations, does not include a retelling of any such event. It is the strong belief of the Blood people that a surrender meeting never took place, but, rather, David Akers was allowed to use the land to sustain a livelihood for his Blood wife and their children.[16]

---

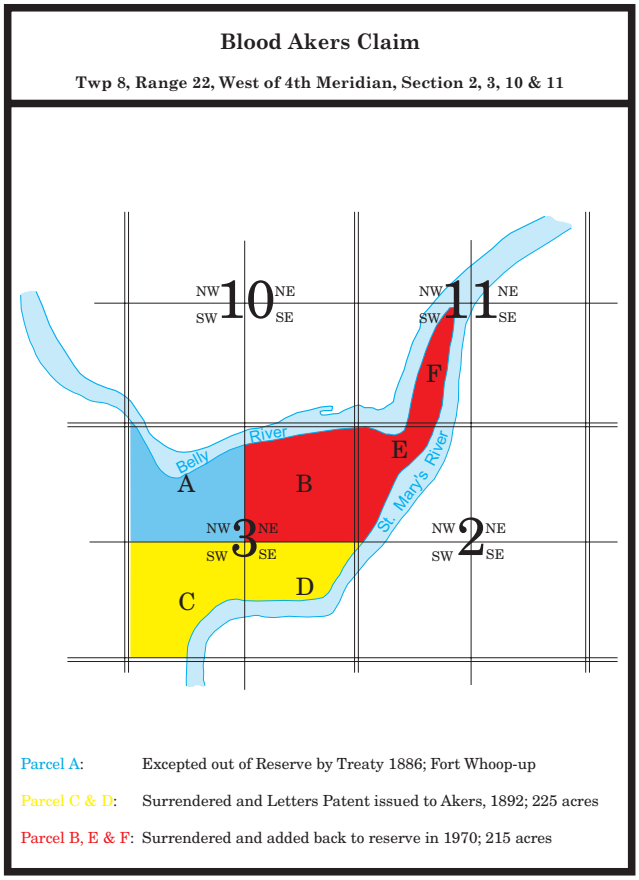
[13] The two affidavits from Mekasto referred to by Pocklington involved the amendments to the 1877 treaty and the correction to the 1883 treaty. Neither of these affidavits involved the surrender of land.

[14] William Pocklington, Indian Agent, Blood Agency, to Hayter Reed, Indian Commissioner, January 8, 1890, as quoted in (2000) 12 ICCP at 24.

[15] No. 282, Canada, *Indian Treaties and Surrenders, from No. 281 to No. 483, Vol. III* (1912; facsimile reprint, Saskatoon: Fifth House Publishers, 1993), 3: 4–5.

[16] See Testimony of the Elders in (2000) 12 ICCP 3 at 26–30.

On August 5, 1892, Akers received a patent for part of the land surrendered, described as 330 acres in the partial west half and southeast quarter of section 3, township 8, range 22, W2M. The remaining 219 acres between the two rivers in the fractional northwest quarter of section 2 and the fractional southwest quarter of section 11, both in township 8, range 22, were never patented and were returned to the Tribe on August 19, 1970. As the following sketch demonstrates, however, there was (and still is) no legal access to those 219 acres from the rest of the reserve.



The lands patented to Akers fell into the hands of his creditors in 1893, and Akers died in early 1894. Despite a suggestion by Indian Affairs officials that this land be purchased and returned to reserve status and the expressed desire by Chief Mekasto that this happen, at least one quarter section was granted to William Arnold in 1894. A.E. Forget, the Assistant Indian Commissioner, confirmed the elders' view that the 1889 surrender was limited to Akers' use of the land, and he strongly urged that the land be returned to the Blood Tribe:

> Upon enquiry into the matter I find that the Arnold entry is upon lands covered by the surrender of 440 acres in September 1889, which though the same is not stated in the document, were surrendered for the benefit of the late Mr. Akers only, and it can therefore be readily understood why the Indians cannot understand why the presence of any other than Akers or heirs on the land is permitted. It therefore occurs, in connection with the suggestion that the land surrendered in 1889 be again acquired, that as these lands were, although not so stated in the written surrender, released by the Indians for the purpose of permitting the Government to transfer the same to Akers, and that as is now shown by the acceptance by the Dominion Lands Agent of an entry by another person covering a portion of the said lands, a portion of same was not occupied by the person for whose benefit they were surrendered, they must still remain vested in the Government for such disposal as may seem most conducive to the interests of the Indians. As in this case the disposal most conducive to the welfare of the Indians is to reacquire the ownership of the land. I would suggest that such portions as have not actually been occupied by and belong to Akers estate, be restored by the Government to the band, and that the Department of the Interior be asked to cancel the Arnold entry.
>
> Regarding the Department's suggestion that the Territory included in the Akers property might advisedly be secured by the Indians by purchase. I would point out, as strengthening the request for the restoration of the lands not occupied by that estate, that apparently no consideration was ever received by the Indians as an offset to the value of the 440 acres which they relinquished solely to permit of the settlement of a claim which was being pressed against the Government by the said D.A. Akers.[17]

Forget's recommendation was not carried out. Title to the land in section 3, township 8, range 22, is currently registered to a Lethbridge area rancher.

---

[17] A.E. Forget, Assistant Indian Commissioner, to Hayter Reed, Deputy Superintendent General of Indian Affairs, July 19, 1894, in (2000) 12 ICCP 3 at 25.

PART III
NEGOTIATION AND MEDIATION OF THE CLAIM

The Commission's role in settling the claim would normally have ended as soon as its inquiry was completed and the claim accepted for negotiation by Canada. In this case, however, the Blood Tribe asked that the ICC remain involved in the negotiation process as a neutral facilitator, and Canada agreed.

For the most part, facilitation focused on matters relating to process. With the agreement of the negotiating parties, the Commission chaired the negotiation sessions, provided an accurate record of the discussions, followed up on undertakings, and consulted with the parties to establish mutually acceptable agendas, venues, and times for the meetings. The Commission was also available to mediate disputes when requested to do so by the parties, to assist them in arranging for further mediation, and to coordinate the various land appraisals and loss-of-use studies undertaken by the parties.[18]

Although the Commission is not at liberty to disclose the discussions during the negotiations, it can be stated that the Blood Tribe / Kainaiwa and representatives of the Department of Indian Affairs and Northern Development worked to establish negotiating principles and a guiding protocol agreement, which helped them to arrive at a mutually acceptable resolution of the Tribe's claim.

Elements of the negotiation included agreement by the parties on the nature of the Commission's role in the negotiations; impact of the 1996 settlement agreement for Akers I; identification of damages and compensation criteria; valuation of economic losses; compensation to bring forward historical losses; land appraisals and loss-of-use studies; consideration of reserve creation and acquisition costs; negotiations and ratification expenses; and, finally, settlement issues and agreements, communication and ratification.

The parties began the research required for the negotiations by contracting for an overview opinion as to what studies were needed to assess properly the tribe's losses arising from the illegal taking of the claim lands. On the basis of this overview, it was decided that two land appraisals would be completed, as well as loss-of-use studies relating to agriculture, forestry, and traditional

---

[18] The Kainaiwa counsel's acknowledgment of the ICC's services in coordinating studies, dated November 16, 1999, is reproduced as Appendix A.

activities, and a loss-of-revenue study relating to minerals. The Commission was asked to coordinate these studies, monitoring their completion, coordinating meetings, and facilitating communications among the parties – in other words, taking on clerical and liaison duties that the parties would otherwise have had to perform.

When these studies were completed to the preliminary report stage, the parties agreed to revert to a global approach in the negotiations, mostly relying on the information gathered to date. The only exception was the Oil and Gas Study, which needed to be updated to include information about recent developments of producing oil wells close to the vicinity of the Akers claim lands. Complicated and intense negotiations followed, with several months of offers and counter-offers, but by April 2001, the parties were still far apart, and it looked as though negotiations might break down completely. In January 2002, however, a new federal negotiator was appointed, and the parties were able to reach a tentative agreement in May 2003.

While Canada went through its own approval processes, legal counsel for the parties worked on the documents required for the agreement. In September 2003, a settlement agreement was initialled by two of the Tribe's councillors and the federal negotiator. A community vote ratified the agreement in November 2003.[19]

On March 31, 2005, Minister Andy Scott signed the agreement, providing $3.55 million in compensation to the Blood Tribe.

[19] Two weeks later, Randy Bottle, Chair, Tribal Government Committee, wrote to thank the ICC for its assistance in reaching this agreement. See Appendix B.

PART IV

CONCLUSION

The Akers surrender claim, from submission to settlement ratification, took eight and a half years. Compared with other claims that have been brought before the Indian Claims Commission, this time span is a relatively short, especially considering that there was an ICC Inquiry, two negotiations, and two settlements. The negotiations for Akers II – the invalid surrender – took longer than expected and threatened to break down a number of times. As facilitator and mediator, the ICC has no authority to force a resolution or to impose one, and it is a credit to the perseverance of the parties that they worked through their difficulties to reach a settlement.

Based on its experience, the Commission has a number of observations and recommendations to make which may assist future negotiations. We have referred in other reports to the need to assess carefully the requirements for appraisals and loss-of-use studies. This need for assessment is highlighted in a case such as the Blood Akers claim, where negotiations relating to the same land take place within a short period of time (negotiations on the compensation aspects of the claim took place between December 1995 and August 1996, and negotiations on the invalid surrender issues commenced in April 1998). Given the high cost, in both time and money, for land appraisals and loss-of-use studies, the parties should consider from the beginning whether previous studies can be used as they are or if they can be updated quickly at a reduced cost. As well, every effort should be made to use the same teams in the first and second negotiations to avoid the time required to become familiar with the claimant land and issues.

One contractor hired for the loss-of-use studies during these negotiations experienced delays both in having the contract signed by Indian Affairs and in receiving the payment of invoices. Such delays can retard the progress of the work, and the negotiating parties should make every effort to avoid them. The parties should also consider adding a clause to the contract to allow for an altered payment schedule if the studies are stopped at the request of the table before the final report is completed. In the Blood loss-of-use studies, the milestones payments in the contracts with Indian Affairs were determined on the assumption that a final report would be completed, with more money due at the latter stages of the work than at the start. When the negotiating parties decided to stop the

studies after the Preliminary Report, the small percentage designated to that stage did not cover the actual costs of preparing the work.

In other negotiations, a high turnover rate in negotiators and legal counsel has caused considerable delay. In the Blood Akers case, however, negotiations that had stalled and threatened to break down completely were revived after the appointment of a new federal negotiator. Each case must be judged on its own merits, but changes in negotiating teams may be called for in some situations.

The ICC can often assist the parties to resolve stalemates involving interpretation of legal principles and case law – stalemates that can delay or derail negotiations. Because we chair negotiating tables relating to claims across the country, we are also in a unique position to recognize how different federal negotiators interpret various policy provisions, and sharing that information may help to overcome certain impasses.

FOR THE INDIAN CLAIMS COMMISSION

Renée Dupuis
Chief Commissioner

Dated this 2nd day of August, 2005.

APPENDIX A

KAINAIWA

Tribal Government & External Affairs

Box 60
Standoff, Alberta T0L 1Y0

Phone: (403) 737-3753
Fax: (403) 737-2336

26Nov03

Ralph Brandt
Director of Mediation
Indian Claims Commission
Enterprise Building
Suite 400 - 427 Lauier Ave. West
P.O. Box 1750, Station B.
Ottawa, Ontario
KIP 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

APPENDIX B

PILLIPOW & COMPANY
BARRISTERS & SOLICITORS

William J. Pillipow
Stephen M. Pillipow
Shelley J. Pillipow
Lesia S. Ostertag*
Paul Favel
Katherine Chandler-Pillipow
*(Also of the Alberta Bar)

Avord Tower
1010 - 606 Spadina Cres. E.
Saskatoon, Saskatchewan
S7K 3H1

Telephone: (306) 665-3456
Fax: (306) 665-3411
e-mail: pillipow@sk.sympatico.ca

November 16, 1999

Ralph Brant
Indian Claims Commission
Enterprise Building
400 - 427 Laurier Avenue West
Box 1750, Station "B"
OTTAWA, ON
K1P 1A2

Dear Sir:

RE: KAINAIWA - AKERS CLAIM
Phase II Negotiations
Our File #1067.001

I wish to confirm in writing my sentiments and that of the Kainaiwa representatives as expressed to you at our meeting of November 3rd in Calgary. As we stated, we have been very pleased and impressed with the study co-ordination services which have been provided by the Indian Claims Commission to both the Tribe and Canada in this process to date.

There is no question in my mind that the Commission's involvement in this process has been a positive factor in the discussions on this and other claims which we are working on and we will certainly encourage this involvement on any further claims we may be associated with.

Yours truly,

PILLIPOW & COMPANY

Lesia S. Ostertag

LSO/smt

cc Chief Chris Shade
Dorothy First Rider
Annabel Crop Eared Wolf