

Roseau River Anishinabe First Nation

Specific Claims Update
December 10, 2025

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Specific Claims Process

Specific Claims Policy and Process Guide

Each Specific Claim follows the same process, which is as follows:

- **Submission** - First Nation researches their own claims and submits those claims in accordance with the Minimum Standards set by Canada for claim submissions.
- **Early Review – Minimum Standards** - Within six months of receipt by the Minister of a claim submission, the Specific Claims Branch will assess the submission to determine whether it meets the Minimum Standards. If the claim meets the Minimum Standards, it will be filed with the Minister.
- **Research and Assessment** - Once the claim is filed with Canada, Canada then has three years to assess it in accordance with the assessment criteria set out in the Specific Claims Policy and Process Guide to determine if the claim will be accepted for negotiation.
- **Negotiation and Settlement** - In cases where Canada notifies the First Nation that its claim has been accepted for negotiation, negotiations will be undertaken in an effort to come to a settlement of the claim.
- **Specific Claims Tribunal** – In cases where Canada does not accept the claim for negotiation, a claim may be filed with the Specific Claims Tribunal.



Roseau River Anishinabe First Nation Specific Claims

- Treaty Benefits
 - Missed Treaty Payments
 - Land Expansion
 - Trust Mismanagement
- 



Treaty Benefits Claim

- This claim relates to the Crown's failure to provide Roseau River Anishinabe First Nation with certain benefits promised under the terms of Treaty No 1.
- Under the terms of Treaty No. 1, including promises that were made at the time of negotiation called the "Outside Promises," the Crown promised the signatory nations treaty benefits including:
 - Farming tools
 - Farm animals
- The historical research supports the conclusion that the Crown failed to provide the Nation with the benefits promised.
- The research further supports that, even when the Crown did provide some of the benefits, those provided were of low quality or not suitable for the intended use.
- The claim claims that the Crown breached the terms of Treaty 1 and their fiduciary obligations to fulfill treaty promises to Roseau River Anishinabe First Nation.

Treaty Benefits
Claim



Status and Next Steps

- Joan Holmes & Associates was retained to provide a historical research report with respect to the shortfall in provision of treaty benefits to Roseau River Anishinabe First Nation
 - Final Report received August 2022.
- The claim submission has been prepared based on the research report and approved by the Council
 - Submitted to Canada on October 10, 2023.
- The claim is undergoing reviews by Canada under the Specific Claims Policy and Process Guide.
 - Canada initial review completed and claim officially filed on April 10, 2024.
 - Canada has until April 10, 2027 to advise the Nation if Canada is prepared to accept the claim for negotiation.

Treaty Benefits
Claim



Missed Treaty Payments Claim

- This claim relates to the Crown's breach of the terms of Treaty No. 1 with respect to its failure to provide the certain payments in accordance with the terms of Treaty No.1:
 - Gratuities – a one-time payment upon signing Treaty 1
 - Annuities – annual payments to Band members, Chiefs and headmen
- **This claim does not relate to the indexation or augmentation of the annuity payment of \$5 –**
 - The government has not raised the value of the annuity payment to maintain its purchasing power
 - The indexing or augmentation matter is being addressed in the Treaty 1 class action court decision
 - Zongidaya Nelson v The Attorney General of Canada (MQB - 19-01-22143)

Treaty Annuities
Claim



Initial Research

- Joan Holmes & Associates produced a research report entitled *Roseau River Anishinabe First Nation – Provision of Annuities, Gratuities and Salaries Under Treaty 1*, dated April 2025
- This report contains a detailed analysis of the gratuity and annuity payments made by the Crown between 1871 to 1985.
- **The methodology:** information available on the paylists was transcribed into excel sheets. The researchers calculated totals for the types of payments, noted changes in family composition, new tickets added to the payroll, and absentees, in order to determine how many Band members would potentially be owed arrears for a given year.

Treaty Annuities
Claim

Initial Research (continued)

Example from research report – analysis of payroll from 1878

1878

Five hundred seventy-one people were paid on the 1878 payroll, including three Chiefs and 12 Councillors, for a total of \$3,035. Arrears were paid to 65 members (\$305⁸⁷), for a total paid this year of \$3,340. Several names of deceased Band members were struck from the payroll this year. The payroll continues to be arranged alphabetically, but includes old ticket numbers as well as the new ones to allow for cross-referencing.

Ticket No. 14 Antoine was paid arrears for five people for 1877, in addition to this year's annuity to four.⁸⁸

Ticket No. 21 (Widow of) Baptiste Capelet was paid arrears for 11 people for 1877, in addition to this year's annuity.

Ticket No. 36 Kahgagesick was paid arrears for 4 people for 1877, in addition to this year's annuity.

Ticket No. 41 Kahkewesance was paid arrears for 1M for 1877, in addition to this year's annuity to the entire family of three.

Ticket No. 43 Kahkeeseekook was paid arrears for four people for 1877, in addition to this year's annuity.

Ticket No. 48 Kemeetawayahmoot was paid arrears for two people for 1877, in addition to this year's annuity to the entire family of three.

Ticket No. 54 Keewaykeenun was paid arrears for two people [for 1877], in addition to this year's annuity. The Agent's remarks indicate this family has not been paid since 1871, but this name is not found in the summary tables of potential arrears owing above.

Roseau River Annuities

Ticket No. 96 Nahtahwykakpow was paid arrears for three people for 1876, in addition to this year's annuity.

Ticket No. 105 Nahtahwekappow (No. 2) was paid arrears for three people for 1877, in addition to this year's annuity.⁸⁹

Ticket No. 118 Paynashamook (widow) was paid arrears for three people for 1877, in addition to this year's annuity.

Ticket No. 132 Pashahnewewenin was paid arrears for five people for 1873 (5 @ \$3 each), in addition to this year's annuity to the entire family of six.⁹⁰

Ticket No. 139 Quaniance was paid arrears for four people for an unknown year, in addition to this year's annuity.⁹¹

Ticket No. 143 Sookup was paid arrears for five people for 1874 (5 @ \$3 each), in addition to this year's annuity to the family of four.

Ticket No. 161 Tatahpahshesk was paid arrears for six people for 1877, in addition to this year's annuity to the family of seven.

A minimum of 115 members were absent this year, and would be due arrears upon next payment.

Summary of Shortfalls

Ticket No.	Name	Family Composition last paid or not paid	Potential Arrears owing	Payments of Arrears	Shortfall
9	Ashengeekahpow	[1M 1B 1OR]	\$15	Ticket was removed from the payroll in 1879; moved to Brokenhead River.	\$15
16	Aldup (Sagup)	[1W 1B 4G]	\$30	Ticket was removed from the payroll in 1879 with remark, "Nobody knows."	\$30
17	Ahwahmegahpow	[1M 1B 1OR]	\$15	Ticket was removed from the payroll in 1879; transferred to Portage or Beaver Creek Band	\$15
19	Baptiste (Ingekahpow)	1M 1CH 1OR	\$15	Ticket was removed from the payroll in 1879; same as No. 29.	\$15

⁸⁹ No "old" ticket number is provided, and this name could not be identified in the 1877 shortfall table.

⁹⁰ This name and ticket number could not be identified in the 1873 shortfall table.

⁹¹ This name and ticket number could not be identified in the shortfall tables above.

Treaty
Annuities
Claim



Treaty 1 – Gratuities and Annuities

- The text of Treaty 1 contained, among other promises, the following promises relevant to this claim:
 - **One time payment of \$3** for each Indian – man, woman and child - belonging to the Bands represented at the negotiation.
 - **Annual payment** to each Indian family of five persons the sum of \$15 or in like proportion for a larger or smaller family (**\$3 per person**)
 - Such annual payment to be made in such articles as the Indians shall require of blankets, clothing, prints (assorted colors), twine or traps, at the current cost price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interests of Her Indian people, in cash
 - This annual annuity payment were later increased to \$5 per person

Treaty Annuities
Claim



Unfulfilled and Additional Promises

- Soon after signing Treaty 1, Indigenous signatories made repeated complaints concerning unfulfilled treaty promises.
- The Pembina Chiefs (Roseau River) wrote to the Minister of the Interior stating, "it is not for three dollars a head that I would have sold my land."
- The Crown felt pressure to resolve the issue. In 1875 an Order in Council, consented to by the Nation, set out:
 - The Outside Promises were considered part of Treaty 1 (and Treaty 2)
 - Annuity payment was raised from \$3 to **\$5 per annum**
 - Chiefs were to receive **\$25 per annum**
- Another Ministerial recommendation was approved by July 1876 Order in Council that set out:
 - Headmen to receive **\$15 per annum**

Treaty Annuities
Claim



Government Policies

Several government policies impacted the Crown's payment of annuities:

- **Payment of Arrears** stopped for certain years
- **Commutation of Annuities** – where women who married someone other than a “non-treaty Indian” had her annuities commuted at 10 years purchase
- **“Funded” payments** – where children were at industrial school, the Department held the annuity payment on the child's behalf
- **Illegitimate Children** – for certain years, children born outside of marriage were denied annuity payments
- **Residence in the United States** – First Nation members who moved to the United States were denied annuities
- **Amounts** – the amount of missed payments regarding these policies is not known

Treaty Annuities
Claim



Findings from the Research – Shortfall in Payments

Item	Potential Shortfall
Gratuities	\$1,221
Annuities	\$23,722
Chief and Headmen	\$1,170

In addition to the shortfall in payments, the claim submission will also claim for:

- Loss of payments for the years when documentation is lost or destroyed
- Loss of payments in relation to policy considerations

Treaty Annuities
Claim



Status and Next Steps

- Initial claim submission has been drafted.
- Internal reviews are in process – claim is being updated, will be finalized and submitted to the Council for their consideration.
- Once the claim submission is approved by the Nation, the claim submission will be submitted to Canada for processing under the Specific Claim Policy and Process Guide.

Treaty Annuities
Claim



Land Expansion Claim

- This claim relates to an oral promise that was made by a Crown agent at the time of negotiating the terms of Treaty 1.

- Specifically, the Crown stated:

The First Nation would receive “so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families”

And:

“[w]henever his children get more numerous than they are now, they will be provided for further West. Whenever the reserves are found too small the Government will sell the land, and give the Indians land elsewhere”

- The second part of the above is referred to as the “**Land Expansion Promise**”

Land Expansion
Claim

Historical Documents

- The Land Expansion Promise was recorded as having been said in the *Manitoban* and *Northwest Herald*, dated July 28, 1871.
- This claim heavily relies on legal analysis as to the proper interpretation of the terms of Treaty 1

Land Expansion
Claim

THE WEEKLY MANITOBA, AND HERALD OF RUPERT'S LAND AND THE NORTH-WESTERN TERRITORY.

VOL. I.—No. 44.

WINDSOR, SATURDAY, AUGUST 12, 1871.

PRICE THREE PENCE.

THE MANITOBA, SATURDAY, AUGUST 12, 1871.

The Chippewa Treaty.

THIRD DAY'S PROCEEDINGS.

GENERAL CONFERENCE OF THE MANITOBA.

Lower Fort Garry, July 28, 1871. Proceedings opened at ten o'clock A.M.—His Excellency and others, and the Commissioner being present. The seven Indians and squawes (the number numbered fully 1,000. The chief were seated on chairs in front of the general bands of Indians, and facing the Commissioner, as before.

THE FIRST REPRESENTATIVE.

The first business which came up was the presentation of those who were to carry on the negotiations on behalf of the tribe, and to be responsible for them. They were named as follows: Yellow Quill, a chief from the Porcupine band presented himself. He said his band numbered 1,000; present 228.

Ka-ko-pa-by-om ("Erewhandling Bird") came next. He said there were 241 belonging to his band. Present 91.

Ka-wa-yah ("Driven Home by the Wind") followed. There were, he said, 600 in his band. Present 125.

Wa-Kooch ("Night Hawk") also represented half this band, belonging to the Roman River country.

Geo. Knies said that after having met His Excellency last time, the same was taken, when the total number of the band he belonged to was found to be 500.

Ka-ko-pa-by-om ("Flying Down Bird") the Indian name of "Quonah Ojibwa"—said that his band numbered 1,500. Present 200. The Commissioner then adjourned.

unable to pay their dues. The Lieutenant-Governor suggested that the same.

At the request of the Lieutenant-Governor, the Indians were asked if they were under the impression that they were not to be paid.

Agwa-to-pa-by-om, who has the gift of the gab, made a pretentious flourish about Indian hands, and then came to the point by saying, "Let us finish this Treaty fairly, and then everything will go on in your own way. We are going to make a Treaty with the Queen, and so much a hunting ground as ever after the ground that it may be done. We are going to work, and will work for better if every obstacle is cleared away. I am not defying the law, but would wish to have the Indians at present in full, I intended."

The Lieutenant-Governor—When I was here at the Lower Fort before, I stated that the Queen knew no distinction between her subjects. If a man does wrong, whether a white man or an Indian, he has to suffer for it. His white man makes a bargain with an Indian, and does not fulfil it, the Queen will punish the white man. If, on the other hand, an Indian does wrong to an Indian or white man, the law is the same, he will be punished. I wish you to understand that all men, whether white or Indian, must obey the law. But if, on account of this Treaty, the Indians wish me to clear away the obstacles spoken of as in the way, I am willing to grant such a request as a matter of favor, not as a matter of right.

Agwa-to-pa-by-om and the Indians expressed their gratitude, and requested as a matter of favor, that the Lieutenant-Governor should be present at the next meeting.

His Excellency replied that the chief must consult with his own people, and would reply next morning.

His Excellency explained that the reserves did not mean hunting grounds, but merely portions of land set aside to form a farm for each family. A large portion of the country would remain as much a hunting ground as ever after the Treaty closed.

SHORT CLASHES PRESENTED.

Wa-Kooch (Night Hawk) was here presented and received as chief of half the Roman River Indians.

The Indians of Oak Point, Manitoba, sent in word that they did not require a chief, but wished Prince to be their representative.

WOMEN'S ANGER.

The daughter of a chief, wearing a couple of medals, and in years being decidedly the shyer side of fifty, came forward, shook hands with His Excellency and the Commissioner, and so direct; but a new idea seized her and she advanced to the front again, and blurted out the great men could the heavy laughter and applause of over 1,500 spectators, red and white.

The conference then adjourned.

FOURTH DAY'S PROCEEDINGS.

LOWER FORT GARRY, Sat. July 29.

STARTED AT 10 O'CLOCK A.M.—PRINCE'S WOMEN.

Henry Prince came forward. He said—Whatever I do, I do it for all the Indians. I have done it always for all the Indians ever since my father spoke for them (at Lord Selkirk's treaty). When I want to speak about my father I speak loud, and am allowed to speak loud.

His Excellency, at request of His Excellency, reminded them that the treaty had just spoken, that some of the bands had already defined their reserves, and the Commissioner was anxious to hear the Indians.

A VOICE FROM THE SILVER LAKE.

Agwa-to-pa-by-om—I will tell you what I mean to reserve. When you see (His Excellency) began to travel (from Fort William), you saw something else off, and this is the land you saw. At that time you thought I will have that some day or other; but behold you see before you now the awful cover of it. I understand you are going to buy this land from me. Well, God made most of this very day that is tomorrow on my body. This is what you say you are going to buy from me. I live far away where it is silver. When you find found me naked, with the following animals by me, I traded with the white man, and my wife in get for his fur. With regard to land within the Settlement, I have nothing to say, as I am not outside. But you will see from this document that I have made a claim, (written document handed in); and I want to know what is to be allowed me. (This claim is about 100 miles long by 60 broad, and extends from the mouth of Tobacco Creek, to Medicine Lodge, as Pembina, from there north-west to White City; thence down to Silver Creek, a branch of the White Mud River, at the upper end; and from thence north, to the Salt Springs, on Lake Winnipegosis.)

His chief appears to represent the Indians at White Mud River, and, according to the Brave, the chief gave me authority to negotiate to the Commissioner, for the White Mud River Indians, that they wished their reserve attached to mine. This is the reason our claim extends as far south as Salt Springs.

A POWER.

The Commissioner then adjourned.

made to them again. His Excellency further reminded them that the treaty offered them were better than those under which white men came to settle and made themselves comfortable here.

In the United States reserves were sometimes given and sometimes withheld, while the necessities generally increased after 20 years. The necessities offered the Indians in this negotiation would last as long as the sun shone. Each family of five, under these provisions, gets 100 acres and 512 a year, and if there are more than five in the family, they get, in proportion to the amount named.

The Commissioner—You may have heard what I did with the Indians at Fort Francis, where I gave them 20 each, but this was not for one year, but closed up accounts for two years. Their treaty comes on next year, and will exactly be on the same principle as this.

His Excellency, in order that the Indians should carry away no misapprehensions, explained that 100 acres meant a quarter of a square mile.

The Commissioner made further explanations, showing the exact quantity of land to which they were entitled, and diagrams were made out showing that instead of having only the quantity now held by Christian Indian families (2 claims) they would have three times as much, and more reserved to them under the treaty.

His Excellency—Now that we have laid our propositions fully before you, we expect that on Monday morning you will say, finally, whether you accept or reject them, and end the negotiations.

The Commissioner also spoke in favor of the expediency of the Indians to be contented on the Indians, by entering into the proposed treaty.

Wa-ma-ho-koo, intimated that next Monday, his band would reply to the proposition.

The Conference adjourned till Monday.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.

A POWER.

The Commissioner then adjourned.



Status of Claim and Next Steps

- Initial claim has been drafted.
- Internal reviews are in process – claim will be updated, will be finalized and submitted to the Council for their consideration.
- Once the claim submission is approved by the Nation, the claim submission will be submitted to Canada for processing under the Specific Claim Policy and Process Guide.

Land Expansion
Claim



Trust Accounts Mismanagement

- This claim relates to the mismanagement of Roseau River Anishinabe First Nation's trust funds held by the Crown for the Nation.
- This claim covers an extended period of time, from 1883 to the present
 - Roseau River Anishinabe First Nation's first trust account was established in 1883.
 - In 1889, this account was designated as the Capital Account and a separate Interest Account (later to be known as the Revenue Account) was also created.
 - The Capital Account and the Interest Accounts have been held by Canada for the Nation since they were first established and continue to be held by Canada.

Trust Accounts
Mismanagement
Claim



Trust Accounts Mismanagement

- There are three parts to this claim:
 - **ONE:** The Crown breached the terms of the *Indian Act* by
 - spending trust funds on items not permitted by the various *Indian Acts* and/or
 - Spending funds without obtaining required authorizations required by the various *Indian Acts*
 - Governor General – Order in Council
 - Band Consent
 - Both Governor in Council and Band Consent
 - **TWO:** The Crown breached its fiduciary or trust-like obligation by failing to use the sale proceeds from the surrender of reserve land in accordance with the terms of the surrender document
 - **Three:** Requiring the Nation to use its Trust Funds to pay for relief and agricultural Treaty benefits promised to the Nation under Treaty No. 1.

Trust Accounts
Mismanagement
Claim



1903 Surrender of Roseau River IR 2

- In 1903, approximately 12 square miles of land was taken from the Roseau River IR 2 and sold by the Crown.
- The Surrender Document required the Crown to expend the Sale Proceeds from the sale of this land as follows:
 - **Deduction of a portion of the Sale Proceeds for the Indian Land Management Fund (ILMF) with the remainder to be placed to the credit of the First Nation:** the Surrender Document provided that the “usual proportion for expenses of management” would be deducted from the Sale Proceeds, and that the remainder of the Sale Proceeds after this deduction would be placed to the credit of the First Nation.
 - **Use of 10% of the Sale Proceeds for articles and commodities:** the Surrender Document required that 10% of the Sale Proceeds would be used for articles or commodities desired by the First Nation and approved by the Department as soon as the funds were available.
 - **Purchase of two sections of land adjacent to IR 2A:** the Surrender Document required that the Sale Proceeds be used to purchase two sections of land adjacent to Roseau Rapids IR 2A as soon as the funds were available.

Trust Accounts
Mismanagement
Claim



Breaches of *Indian Act* and Surrender Agreement

- Breaches of the *Indian Act*:
 - Unauthorized expenditures
 - Required consent not provided for many of the expenditures
- Breaches of Crown's fiduciary obligations with respect to Sale Proceeds:
 - Using the Sale Proceeds in a manner and on items that were not permitted under the surrender document and thereby expending the Sale Proceeds
- Breaches of the Crown's duty with respect to Management of the Trust Accounts:
 - Expenditure of Trust Funds on Relief matters which the Crown was already paying for
 - Use of Trust Funds to pay for Treaty Benefits
 - Breach of Duty to Account: Unknown Expenditures

Trust Accounts
Mismanagement
Claim



Initial Research on Accounts Mismanagement

- Joan Holmes & Associates prepared a research report entitled *Roseau River Trust Account Management – Historical Report* dated May 2023.
- Using this research report, a draft claim submission, entitled Capital and Interest Account Mismanagement Specific Claim was prepared.
- The initial draft went through several internal reviews with Avenue law and SMP Law.
- It was identified that additional research and revisions to the initial research report was required.

Trust Accounts
Mismanagement
Claim



Status and Next Steps

- Currently in communication with Joan Holmes & Associates to receive additional information and a revised research report.
- After receiving updated research, the claim will be finalized and presented to the Council for their review.
- Once the claim submission is approved by the Nation, the claim submission will be submitted to Canada for processing under the Specific Claim Policy and Process Guide.

Trust Accounts
Mismanagement
Claim



Questions?

**Treaty Benefits
Claim**

**Missing Treaty
Payments
Claim**

**Land Expansion
Claim**

**Trust Accounts
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Claim**