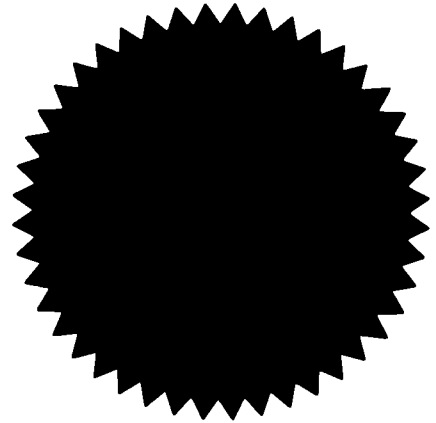


SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000293-056
550-06-000021-056

DATE: FRIDAY, DECEMBER 15TH, 2006



BY: THE HONOURABLE DANIEL H. TINGLEY, J.S.C.

JOHN BOSUM / CLIFFORD HOUSE et al

Petitioners

v.

ATTORNEY GENERAL et al

Respondents

Proceeding pursuant to Articles 999–1051 of the *Code of Civil Procedure* (Québec)

ORDER

THIS MOTION, for an amendment to the title of proceedings, made by the parties, on consent, was heard September 8, 2006, at the Palais de justice de Montreal, 1 rue Notre-Dame Est, Montreal, Québec, in the presence of counsel for the parties, judgment having been reserved until this day.

ON READING the notice of motion, the joint motion record of the parties, the Settlement Agreement and the facts of the parties, and for written reasons delivered this day,

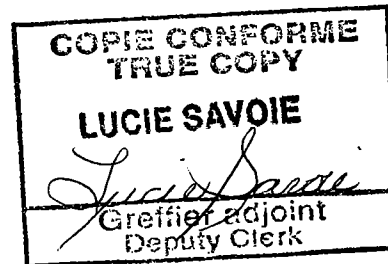
AND UPON HEARING the submissions of counsel for the parties,

1. **THIS COURT ORDERS** that leave is granted to amend this claim in the form attached as Schedule "A" as an Amended Statement of Claim (without underlining) and that the title of proceedings is hereby so amended, including the addition of certain former third parties or parties to the Catholic Entities Agreement as party defendants.

2. **THIS COURT ORDERS** that all defendants listed in Schedule "A" of the Amended Statement of Claim are added, on consent, and solely for the purpose of the approval by this Court of the Settlement Agreement and the issuance of this Judgment, and by such consent to be added as defendants, the defendants are not attorning to the jurisdiction of this Court for any purpose other than the approval by this Court of the Settlement Agreement and the issuance of this Judgment.



THE HONOURABLE DANIEL H. TINGLEY, J.S.C.



SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000293-056
550-06-000021-056 (HULL)
500-06-000308-052

JOHN BOSUM / CLIFFORD HOUSE et al

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA et al

Defendants

Proceeding under Articles 999 – 1051 of the *Code of Civil
Procedure (Québec)*

ORDER

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Toronto, ON M5H 3R3

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Montreal, QC H3A 3G4

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Tel: 514-848-9363
Fax: 514-848-0319

Counsel for the plaintiffs

34

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000293-056
550-06-000021-056 (HULL)
500-06-000308-052

LARRY PHILIP FONTAINE in his personal capacity and in his capacity as the Executor of the estate of Agnes Mary Fontaine, deceased, MICHELLINE AMMAQ, PERCY ARCHIE, CHARLES BAXTER SR., ELIJAH BAXTER, EVELYN BAXTER, DONALD BELCOURT, NORA BERNARD, JOHN BOSUM, JANET BREWSTER, RHONDA BUFFALO, ERNESTINE CAIBAIOSAI-GIDMARK, MICHAEL CARPAN, BRENDA CYR, DEANNA CYR, MALCOLM DAWSON, ANN DENE, BENNY DOCTOR, LUCY DOCTOR, JAMES FONTAINE in his personal capacity and in his capacity as the Executor of the Estate of Agnes Mary Fontaine, deceased, VINCENT BRADLEY FONTAINE, DANA EVA MARIE FRANCEY, PEGGY GOOD, FRED KELLY, ROSEMARIE KUPTANA, ELIZABETH KUSIAK, THERESA LAROCQUE, JANE McCULLUM, CORNELIUS McCOMBER, VERONICA MARTEN, STANLEY THOMAS NEPETAYPO, FLORA NORTHWEST, NORMAN PAUCHEY, CAMBLE QUATELL, ALVIN BARNEY SAULTEAUX, CHRISTINE SEMPLE, DENNIS SMOKEYDAY, KENNETH SPARVIER, EDWARD TAPIATIC, HELEN WINDERMAN and ADRIAN YELLOWKNEE

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, THE PRESBYTERIAN CHURCH IN CANADA, THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH, THE BAPTIST CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN BAY, THE CANADA IMPACT NORTH MINISTRIES OF THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND

COMPANY), THE DIOCESE OF SASKATCHEWAN, THE DIOCESE OF THE SYNOD OF CARIBOO, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (ALSO KNOWN AS THE METHODIST MISSIONARY SOCIETY OF CANADA), THE INCORPORATED SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE ANGLICAN CHURCH OF THE DIOCESE OF QUEBEC, THE SYNOD OF THE DIOCESE OF ATHBASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER, THE SYNOD OF THE DIOCESE OF YUKON, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE BOARD OF HOME MISSIONS AND SOCIAL SERVICE OF THE PRESBYTERIAN CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, SISTERS OF CHARITY, A BODY CORPORATE ALSO KNOWN AS SISTERS OF CHARITY OF ST. VINCENT DE PAUL, HALIFAX, ALSO KNOWN AS SISTERS OF CHARITY HALIFAX, ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, LES SOEURS DE NOTRE DAME-AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, INSITUT DES SOEURS DU BON CONSEIL, LES SOEURS DE SAINT-JOSEPH DE SAINT-HYANCITHE, LES SOEURS DE JESUS-MARIE, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE, LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA, LES SOEURS DE LA CHARITE DE ST.-HYACINTHE, LES OEUVRES OBLATES DE L'ONTARIO, LES RESIDENCES OBLATES DU QUEBEC, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE JAMES (THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY), THE CATHOLIC DIOCESE OF MOOSONEE, SOEURS GRISES DE MONTRÉAL/GREY NUNS OF MONTREAL, SISTERS OF CHARITY (GREY NUNS) OF ALBERTA, LES SOEURS DE LA CHARITÉ DES T.N.O., HOTEL-DIEU DE NICOLET, THE GREY NUNS OF MANITOBA INC.-LES SOEURS GRISES DU MANITOBA INC., LA CORPORATION

EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE D'HUDSON – THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, MISSIONARY OBLATES – GRANDIN PROVINCE, LES OBLATS DE MARIE IMMACULEE DU MANITOBA, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE SISTERS OF THE PRESENTATION, THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE, SISTERS OF CHARITY OF OTTAWA, OBLATES OF MARY IMMACULATE –ST. PETER'S PROVINCE, THE SISTERS OF SAINT ANN, SISTERS OF INSTRUCTION OF THE CHILD JESUS, THE BENEDICTINE SISTERS OF MT. ANGEL OREGON, LES PERES MONTFORTAINS, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE, THE BISHOP OF VICTORIA, CORPORATION SOLE, THE ROMAN CATHOLIC BISHOP OF NELSON, CORPORATION SOLE, ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD, ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE, LES MISSIONNAIRES OBLATES SISTERS DE ST. BONIFACE-THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE, ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, IMMACULATE HEART COMMUNITY OF LOS ANGELES CA, ARCHDIOCESE OF VANCOUVER – THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, ROMAN CATHOLIC DIOCESE OF WHITEHORSE, THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE-FORT SMITH, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, EPISCOPAL CORPORATION OF SASKATOON, OMI LACOMBE CANADA INC. and MT. ANGEL ABBEY INC.

Defendants

Proceeding under Articles 999 – 1051 of the *Code of Civil Procedure (Québec)*;

PROCEEDING UNDER the following legislation, as appropriate:

- (a) In the Province of Manitoba: *The Class Proceedings Act*, C.C.S.M. c. C130;

- (b) In the Provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick, Nova Scotia and Ontario: the *Class Proceedings Act, 1992 (Ontario)* S.O. 1992, c. 6;
- (c) In the Province of Saskatchewan: *The Class Actions Act*, S.S. 2001, c.C-12.01;
- (d) In the Province of Alberta: the *Class Proceedings Act*, S.A. 2003, c. C-16.5;
- (e) In the Province of British Columbia: the *Class Proceedings Act*, R.S.B.C. 1996, c. 50;
- (f) In the Province of Ontario: the Proceeding under the *Class Proceedings Act, 1992* S.O. 1992, c. 6;
- (g) In the Yukon Territory: Rule 5(11) of the *Supreme Court Rules (British Columbia)* B.C. Reg. 220/90 as adopted by the Territory by operation Section 38 of the *Judicature Act (Yukon)* R.S.Y. 2002, c. 128;
- (h) In The Northwest Territories: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg. 010-96; and
- (i) In Nunavut: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg 010-96, as adopted by the Territory by operation of Section 29 of the *Nunavut Act*, S.C. 1993, c. 28.

AMENDED STATEMENT OF CLAIM

TO:	<p>THE ATTORNEY GENERAL OF CANADA Deputy Minister of Justice Justice Building 239 Wellington Street Ottawa, ON K1A 0H8</p> <p>On its own behalf and on behalf of all of the Defendants</p>
AND TO:	<p>The General Synod of the Anglican Church of Canada 80 Haydon Street Toronto, ON M4Y 3G2</p>
AND TO:	<p>The Missionary Society of the Anglican Church of Canada 80 Haydon Street Toronto, ON M4Y 3G2</p>

AND TO:	The Incorporated Synod of the Diocese of Algoma 619 Wellington St. East, Box 1168 Sault Ste. Marie, ON P6A 5N7 Phone: (705) 256-5061 or (705) 256-2791 Fax: (705) 946-1860
AND TO:	The Synod of the Diocese of Athabasca 9720 – 100 Avenue P.O. Box 6868 Peace River, AB T8S 1S6 Phone: (780) 624-2767 Fax: (780) 624-2365
AND TO:	The Synod of the Diocese of Brandon 341 -13 Street Box 21009 W.E.P.O. Brandon, MB R7B 3W8 Phone: (204) 727-7550 Fax: (204) 727-4135
AND TO:	The Anglican Synod of the Diocese of British Columbia 900 Vancouver St. Victoria, BC V8V 3V7 Phone: (250) 386-7781 Fax: (250) 386-4013
AND TO:	The Synod of the Diocese of Calgary Suite 560, 1207 - 11th Ave. SW Calgary, AB T3C 0M5 Phone: (403) 243-3673 Fax: (403) 243-2182
AND TO:	The Synod of the Diocese of Cariboo 1505 Fifth Avenue Prince George, BC V2L 3L9
AND TO:	The Incorporated Synod of the Diocese of Huron 190 Queens Ave. London, ON N6A 6H7 Phone: (519) 434-6893 Fax: (519) 679-4151

AND TO:	The Synod of the Diocese of Keewatin P.O. Box 567 915 Ottawa St. Keewatin, ON P0X 1C0 Phone: (807) 547-3353 Fax: (807) 547-3356
AND TO:	The Bishop of Moosonee Box 841, 105 Dwyer Avenue Schumacher, ON P0N 1G0 Phone: (705) 360-1129 Fax: (705) 360-1120
AND TO:	The Synod of the Diocese of New Westminster Suite 580, 401 West Georgia St. Vancouver, BC V6B 5A1 Phone: (604) 684-6306 Fax: (604) 684-7017
AND TO:	The Synod of the Diocese of Qu'Appelle 1501 College Ave. Regina, SK S4P 1B8 Phone: (306) 522-1608 Fax: (306) 352-6808
AND TO:	The Diocese of Saskatchewan 1308 Fifth Avenue East Prince Albert, SK S6V 2H7 Phone: (306) 763-2455 or (306) 764-1171 Fax: (306) 764-5172
AND TO:	The Synod of the Anglican Church of the Diocese of Quebec Church House, 31 Rue des Jardins Quebec City, Quebec G1R 4L8
AND TO:	Suffragan Bishop: Rt. Rev. Charles J. Arthurson Box 96 Lac La Ronge, SK S0J 1L0 Phone: (306) 425-2015

AND TO:	The Synod of the Diocese of Yukon Box 31136 Whitehorse, YT Y1A 5P7 Phone: (867) 667-7746 Fax: (867) 667-6125
AND TO:	The Company for the Propagation of the Gospel in New England (also known as the New England Company) Bower House, Clavering, Saffron Walden Essex UK CB11 4QT Phone: 20 7717 5400 Fax: 01799 550169
AND TO:	The Presbyterian Church in Canada 50 Wynford Drive Don Mills, ON M3C 1J7 Phone: (416) 441-1111 or Toll Free: (800) 619-7301 Fax: (416) 441-2825
AND TO:	The Trustee Board of the Presbyterian Church in Canada 50 Wynford Drive Don Mills, ON M3C 1J7 Phone: (416) 441-1111 or Toll Free: (800) 619-7301 Fax: (416) 441-2825
AND TO:	The Foreign Mission of the Presbyterian Church in Canada 50 Wynford Drive Don Mills, ON M3C 1J7 Phone: (416) 441-1111 or Toll Free: (800) 619-7301 Fax: (416) 441-2825
AND TO:	Board of Home Missions and Social Services of the Presbyterian Church in Canada 50 Wynford Drive Don Mills, ON M3C 1J7 Phone: (416) 441-1111 or Toll Free: (800) 619-7301 Fax: (416) 441-2825

AND TO:	The Women's Missionary Society of the Presbyterian Church in Canada 50 Wynford Drive Don Mills, ON M3C 1J7 Phone: (416) 441-1111 or Toll Free: (800) 619-7301 Fax: (416) 441-2825
AND TO:	The United Church of Canada General Council Officer, Residential Schools Steering Committee 300 - 3250 Bloor Street West Toronto, ON M8X 2Y4 Telephone: (416) 231-5931 Voice Mail: (416) 231-7680 Fax: (416) 231-3103
AND TO:	The Board of Home Missions of the United Church of Canada General Council Officer, Residential Schools Steering Committee 300 - 3250 Bloor Street West Toronto, ON M8X 2Y4 Telephone: (416) 231-5931 Voice Mail: (416) 231-7680 Fax: (416) 231-3103
AND TO:	The Women's Missionary Society of the United Church of Canada General Council Officer, Residential Schools Steering Committee 300 - 3250 Bloor Street West Toronto, ON M8X 2Y4 Telephone: (416) 231-5931 Voice Mail: (416) 231-7680 Fax: (416) 231-3103
AND TO:	The Methodist Church of Canada
AND TO:	The Missionary Society of the Methodist Church of Canada (also known as the Methodist Missionary Society of Canada)
AND TO:	The Canadian Conference of Catholic Bishops 2500 Don Reid Drive Ottawa, ON K1H 2J2

AND TO:	The Roman Catholic Bishop of the Diocese of Calgary 120 - 17th Avenue SW Calgary, AB T2S 2T2
AND TO:	The Roman Catholic Bishop of Kamloops 635 A Tranquille Road Kamloops, BC V2B 3H5 Phone: (250) 376-3351 Fax: (250) 376-3363
AND TO:	The Roman Catholic Bishop of Thunder Bay 1222 Reaume Street Postal Box 10400 Thunder Bay, ON P7B 6T8 Phone: (807) 343-9313 Fax: (807) 343-9114
AND TO:	The Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver, BC V6B 2A7 Phone: (604) 683-0281 Fax: (604) 683-4288
AND TO:	The Roman Catholic Bishop of Victoria 740 View Street Victoria, BC V8W 1J8 Phone: (250) 388-5571 Fax: (250) 388-5998
AND TO:	The Roman Catholic Bishop of Nelson
AND TO:	The Catholic Episcopal Corporation of Whitehorse 406 Steele Street Whitehorse, YT Y1A 2C8 Phone: (867) 668-3826 Fax: (867) 667-4713

AND TO:	La Corporation Episcopale Catholique Romaine De Grouard – McLennan C.P. 388 McLennan, AB T0H 2L0 Phone: (780) 324-3820 Fax: (780) 324-3952
AND TO:	The Catholic Archdiocese of Edmonton The Chancery Office: 8421 - 101 Avenue Edmonton, AB T6A 0L1
AND TO:	La Diocese de Saint-Paul 4410 51 ^é me Rue Saint Paul, AB T0A 3A2 Phone: (780) 645-3277 Fax: (780) 645-6099
AND TO:	The Roman Catholic Episcopal Corporation of Mackenzie
AND TO:	The Archiepiscopal Corporation of Regina 445 Broad Street North Regina, SK S4R 2X8
AND TO:	The Roman Catholic Episcopal Corporation of Keewatin
AND TO:	The Roman Catholic Archiepiscopal Corporation of Winnipeg 1495 Pembina Highway Winnipeg, MB R3T 2C6
AND TO:	La Corporation Archiepiscopale Catholique Romaine de Saint-Boniface 151 de la Cathedrale Avenue Winnipeg, MB R2H 0H6
AND TO:	The Roman Catholic Episcopal Corporation of the Diocese of Sault Ste. Marie

AND TO:	The Roman Catholic Episcopal Corporation of James Bay
AND TO:	The Roman Catholic Episcopal Corporation of Halifax 1531 Grafton Street Halifax, NS B3J 2Y3
AND TO:	The Roman Catholic Episcopal Corporation of Hudson's Bay 230 Laverendrye Churchill, MB
AND TO:	La Corporation Episcopale Catholique Romaine de Prince Albert 1415 – 4th Avenue West Prince Albert, SK S6V 5H1
AND TO:	The Roman Catholic Episcopal Corporation of Prince Rupert 6500 Southridge Avenue Box 7000 Prince George, BC V2N 3Z2 Phone: (250) 964-4424 Fax: (250) 964-2101
AND TO:	The Order of the Oblates of Mary Immaculate in the Province of British Columbia
AND TO:	The Missionary Oblates of Mary Immaculate – Grandin Province 10336 -114 Street Edmonton, AB T5K 1S3
AND TO:	Les Oblats de Marie Immaculee du Manitoba or The Oblates of Mary Immaculate in the Province of Manitoba
AND TO:	Les Peres Montfortains (also known as The Company of Mary) 6455 Louis-Riel Avenue Montreal, QC H1M 1P1

AND TO:	Jesuit Fathers of Upper Canada Jesuit Provincial Office 1325 Bay St., Suite 300 Toronto, ON M5R 2C4 Phone: (416) 962-4500 - Fax: (416) 962-4501
AND TO:	The Missionary Oblates of Mary Immaculate – Province of St. Joseph 3456 Avenue du Musee Montreal, QC H3G 2C7
AND TO:	Les Missionnaires Oblats de Marie Immaculee (Les Reverends Peres Oblats de l’Immaculee Conception de Marie) 3456 Avenue du Musee Montreal, QC H3G 2C7
AND TO:	The Oblates of Mary Immaculate St. Peter’s Province
AND TO:	Les Reverends Peres Oblats de Marie Immaculee des Territoires du Nord Quest
AND TO:	Les Missionnaires Oblats de Marie Immaculee (Province du Canada – Est) 3400 Chemin Saint-Louis Sainte-Foy, QC G1W 1S4
AND TO:	The Sisters of Saint Anne 1550 Begbie Street Victoria, BC V8R 1K8 Phone: (604) 592-3133/721-0888 Fax: (604) 592-0234
AND TO:	The Sisters of Instruction of the Child Jesus (also known as Sisters of the Child Jesus) The Vocation Team 524 West 6th Street North Vancouver, BC V7M 2X7 Phone: (604) 986-2148 Fax: (604) 986-4238

AND TO:	The Sisters of Charity of Providence of Western Canada
AND TO:	The Sisters of Charity (Grey Nuns) of Albert (also known as The Sisters of Charity (Grey Nuns) of Alberta)
AND TO:	The Sisters of Charity (Grey Nuns) of the Northwest Territories
AND TO:	<p>The Sisters of Charity (Grey Nuns) of Montreal (Les Soeurs de la Charité (Soeurs Grises) de l'Hôpital Général de Montreal)</p> <p>138, rue Saint-Pierre Montreal, QC H2Y 2L7 Phone: (514) 842-9035/842-9411 Fax: (514) 842-7855</p> <p>- or -</p> <p>1190 rue Guy Montreal, QC Phone: (514) 937-9501</p>
AND TO:	The Grey Sisters Nicolet
AND TO:	<p>The Grey Nuns of Manitoba Inc. (Les Soeurs Grises du Manitoba Inc.)</p> <p>151 Despins Street St. Boniface, MB R2H 0L7 Phone: (204) 237-8941</p>
AND TO:	<p>The Sisters of St. Joseph of Sault Ste. Marie</p> <p>2025 Main Street West North Bay, ON P1B 2X6 Phone: (705) 474-3800 Fax: (705) 495-3028</p>

AND TO:	Les Soeurs de Saint-Joseph de St.-Hyacinthe and Institut des Soeurs de Saint-Joseph de Saint-Hyacinthe 12375 du Fort-Lorette Street Montreal, QC H2C 3C9
AND TO:	Les Soeurs de l'Assomption de la Sainte Vierge (also known as Les Sœurs de l'Assomption de la Sainte Vierge de Nicolet and The Sisters of Assumption) 311 Saint-Jean-Baptiste Street Nicolet, QC J3T 1H5
AND TO:	Les Soeurs de l'Assomption de la Sainte Vierge de l'Alberta 8533 - 90 Street Edmonton, AB T6C 3L4
AND TO:	The Daughters of the Heart of Mary (also known as La Societe des Filles du Coeur de Marie and the Daughters of the Immaculate Heart of Mary) 4122, avenue de Lorimier Montréal, QC H2K 3X7 Phone: (514) 522-9447/593-6434 Fax: (514) 593-9513
AND TO:	Missionary Oblate Sisters of Saint-Boniface (also known as Missionary Oblates of the Sacred Heart and Mary Immaculate, or Les Missionnaires Oblats de Saint-Boniface) 601, rue Aulneau Winnipeg, MB R2H 2V5 Phone: (204) 233-7287/237-8802 Fax: (204) 233-7844
AND TO:	Les Soeurs de la Charite d'Ottawa (Soeurs Grises de la Croix) (also known as Sisters of Charity of Ottawa – Grey Nuns of the Cross)

AND TO:	St. Therese Convent 2441 Westminster Blvd Windsor, ON N8T 1X9 Phone: (519) 948-5095
AND TO:	Sisters of the Holy Names of Jesus and Mary (also known as The Religious Order of Jesus and Mary and Les Soeurs de Jesus-Marie) 10070 D'Auteuil Avenue Montreal, QC H3L 2K1
AND TO:	The Sisters of Charity of St. Vincent De Paul of Halifax (also known as The Sisters of Charity of Halifax) 150 Bedford Highway, Halifax, NS B3M 3J5 Phone: (902) 457-3500 ext. 335 Fax: (902) 457-3506
AND TO:	Les Soeurs De Notre Dame Auxiliatrice 895 Perreault Street East Rouyn-Noranda, QC J9X 5H5
AND TO:	Les Soeurs de St. François D'Assise Saint-François d'Assise, Soeurs de (SFA) 2700, rue Lacordaire Montréal, QC H1N 2M6 Phone: (514) 254-8340/254-4158 Fax: (514) 251-2730
AND TO:	Sisters of the Presentation of Mary (Soeurs de la Presentation de Marie) 1405 Bishop Pascal Place Prince Albert, SK S6V 5J1
AND TO:	The Benedictine Sisters
AND TO:	Institut des Soeurs du Bon Conseil Soeurs du Bon-Conseil 1381 Roy Street Normandin, QC G8M 3V4 Phone: (418) 274-3141

AND TO:	Impact North Ministries 1 Irwin Drive P.O. Box 315 Red Lake, ON P0V 2M0 Phone: (807) 727-2291 Fax: (807) 727-2141
AND TO:	The Baptist Church in Canada

CLAIM

A. OVERVIEW OF THIS CLAIM

1. This claim is an amalgamation of approximately nineteen (19) different putative class action statements of claim brought in various jurisdictions across Canada. This claim represents the distillation of all issues related to Residential Schools' attendance which the parties to this proceeding seek to address, in substantially identical format, in each of the Forums.

2. The amalgamation of the various claims, which has been achieved by consent, and the desire to address them in a uniform fashion on behalf of all Class Members, has arisen out of an extraordinary and unprecedented negotiation to address the unique issues related to Residential Schools.

3. In addition to the class actions, approximately 14,000 individual actions have been commenced against the Defendants in various jurisdictions across Canada, representing a significantly greater number of individual claims and claimants, which has placed an extraordinary burden on Canada's judicial systems and resources.

4. Amalgamation of the various claims, and the effort to subsume essentially all existing claims into a single, standard class action claim to be brought forward in each of the Forums represents an efficient yet regionally sensitive method of fully and fairly addressing the concerns of the Plaintiffs and the proposed Classes.

5. Accordingly, the Plaintiffs, with the consent of the Defendants, are filing this amended claim in substantially identical form in each of the Forums with a view to seeking and obtaining certification in each of the Forums on identical terms.

DEFINITIONS

6. The following definitions apply for the purposes of this Claim:

- (a) "Aboriginal", "Aboriginal People(s)" or "Aboriginal Person(s)" means a person whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35, being Schedule B to the *Canada Act* 1982 (UK), 1982. c. 11;
- (b) "Aboriginal Right(s)" means rights recognized and affirmed by the *Constitution Act*, 1982, s. 35, being Schedule B to the *Canada Act* 1982 (UK), 1982. c. 11;
- (c) "Act" means the Indian Act, R.S.C. 1985, c. I-5;
- (d) "AFN" means the National Indian Brotherhood and the Assembly of First Nations;
- (e) "Agents" mean the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Residential Schools;
- (f) "Canada" means the Defendant, the Government of Canada as represented in this proceeding by the Attorney General of Canada;
- (g) "Churches" mean the religious entity or religious organization Defendants, enumerated at Schedule "A" attached hereto;
- (h) "Claim" means this Fresh as Amended Statement of Claim;
- (i) "Class" or "Class Members" means all members of the Survivor Class, the Deceased Class and the Family Class;
- (j) "Class Period" means until December 31, 1997;
- (k) "Class Proceedings Legislation" or "CPL" means:
 - (i) in respect of the Alberta Court of Queen's Bench, the *Class Proceedings Act*, S.A. 2003, c. C-16.5;
 - (ii) in respect of the British Columbia Supreme Court, the *Class Proceedings Act*, R.S.B.C. 1996, c.50;
 - (iii) in respect of the Manitoba Court of Queen's Bench, the *Class Proceedings Act*, C.C.S.M. c. C130;
 - (iv) in respect of the Supreme Court of the Northwest Territories, Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg. 010-96;

- (v) in respect of the Nunavut Court of Justice: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg 010-96, as adopted by the Territory by operation of Section 29 of the *Nunavut Act*, S.C. 1993, c. 28;
 - (vi) in respect of the Ontario Superior Court of Justice, the Class Proceedings Act, 1992 (Ontario) S.O. 1992, c. 6;
 - (vii) the Province of Québec, Articles 999–1051 of the *Civil Code of Procedure (Québec)*;
 - (viii) in respect of the Saskatchewan Court of Queen’s Bench, the *Class Actions Act*, S.S. 2001, c.C-12.01;
 - (ix) in respect of Supreme Court of the Yukon Territory: Rule 5(11) of the *Supreme Court Rules (British Columbia)* B.C. Reg. 220/90 as adopted by the Territory by operation Section 38 of the *Judicature Act (Yukon)* R.S.Y. 2002, c. 128;
- (l) "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the cultural, linguistic, spiritual and social customs, practices and way of life and to community and individual security and well being of Aboriginal Persons;
- (m) "Deceased Class" means all persons who resided at a Residential School in Canada at anytime prior to December 1997, who died before May 30, 2005, and who were, at their date of death, residents of
- (i) Alberta, for the purposes of the Alberta Court of Queen’s Bench;
 - (ii) British Columbia, for the purposes of the British Columbia Supreme Court;
 - (iii) Manitoba, for the purposes of the Manitoba Court of Queen’s Bench;
 - (iv) the Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;
 - (v) Nunavut, for the Nunavut Court of Justice;
 - (vi) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;
 - (vii) Québec, for the purposes of the Quebec Superior Court;
 - (viii) Saskatchewan, for the purposes of the Saskatchewan Court of Queen’s Bench;

(ix) Yukon, for the purposes of the Supreme Court of the Yukon Territory;
but excepting Excluded Persons.

(n) "Excluded Persons" means all persons who attended the Mohawk Institute Residential School in Brantford, Ontario, between 1922 and 1969, and their parents, siblings, spouses and children;

(o) "Family Class" means:

- (i) the spouse, child, grandchild, parent, grandparent or sibling of a Survivor Class Member;
- (ii) the spouse of a child, grandchild, parent, grandparent or sibling of a Survivor Class Member;
- (iii) a former spouse of a Survivor Class Member;
- (iv) a child or other lineal descendent of a grandchild of a Survivor Class Member;
- (v) a person of the same or opposite sex to a Survivor Class Member who cohabited for a period of at least one year with that Survivor Class Member immediately before his or her death;
- (vi) a person of the same or opposite sex to a Survivor Class Member who was cohabiting with that Survivor Class Member at the date of his or her death and to whom that Survivor Class Member was providing support or was under a legal obligation to provide support on the date of his or her death;
- (vii) any other person to whom a Survivor Class Member was providing support for a period of at least three years immediately prior to his or her death; and,
- (viii) such other persons as the Court recognizes or directs,

and who, as of the date hereof, are resident in:

- (i) Alberta, for the purposes of the Alberta Court of Queen's Bench;
- (ii) British Columbia, for the purposes of the British Columbia Supreme Court;
- (iii) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;
- (iv) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;
- (v) Nunavut, for the purposes of the Nunavut Court of Justice; and

- (vi) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;
- (vii) Québec, for the purposes of the Quebec Superior Court;
- (viii) Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan;
- (ix) Yukon, for the purposes of Supreme Court of the Yukon Territory;

but excepting Excluded Persons.

- (p) "Forum" means the Alberta Court of Queen's Bench, the British Columbia Supreme Court, the Manitoba Court of Queen's Bench, the Supreme Court of the Northwest Territories, the Nunavut Court of Justice, the Ontario Superior Court of Justice, the Quebec Superior Court, the Court of Queen's Bench for Saskatchewan and the Supreme Court of the Yukon Territory, and "Fora" refers to them all;
- (q) "Representative Plaintiffs" means those Plaintiffs referred to in the title of proceedings of the Amended Statement of Claim;
- (r) "Residential School(s)" means the following:
 - (i) institutions listed on List "A" to OIRSRC's Dispute Resolution Process attached to the Agreement as Schedule "E";
 - (ii) institutions listed in Schedule "F" of the Agreement ("Additional Residential Schools") which may be expanded from time to time in accordance with Article 12.01 of the Agreement; and
 - (iii) any institution which is determined to meet the criteria set out in Sections 12.01(2) and (3) of the Agreement;
- (s) "Residential Schools Policy" means the policy of Canada with respect to Residential Schools;
- (t) "Survivor Class" means:

All persons who resided at a Residential School in Canada at anytime prior to December 31, 1997, who are living, or who were living as of May 30, 2005, and who, as of the date hereof, or who, at the date of death resided in:

- (i) Alberta, for the purposes of the Alberta Court of Queen's Bench;
- (ii) British Columbia, for the purposes of the British Columbia Supreme Court;
- (iii) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

- (iv) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;
- (v) Nunavut, for the purposes of the Nunavut Court of Justice; and
- (vi) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;
- (vii) Québec, for the purposes of the Quebec Superior Court;
- (viii) Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan;
- (ix) Yukon, for the purposes of Supreme Court of the Yukon Territory;

But excepting Excluded Persons.

- (u) "Treaty Obligations" means those recognized and codified by the *United Nations Convention on the Rights of the Child*, the *United Nations Genocide Convention*, the *International Covenant on Civil and Political Rights*, *International Covenant on Economic, Social and Cultural Rights*, *Convention on the Rights of the Child*, *Convention Against Torture and Other Civil, Inhuman or Degrading Treatment or Punishment*, and *Treaties Numbers 1 through 11*, including the *James Bay Treaty*, *Peace and Friendship Treaties*, *Upper Canada Treaties*, *Robinson-Superior Treaty*, *Robinson-Huron Treaty*, the *Manitoulin Treaty*, *Vancouver Island Treaties* and the *Williams Treaties*.

B. RELIEF SOUGHT BY THE PLAINTIFFS AGAINST CANADA

The Survivor Class

7. The Representative Plaintiffs, on their own behalf, and on behalf of the members of the Survivor Class, claim:

- (a) an Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them as Representative Plaintiffs for the Survivor Class and any appropriate subgroup thereof;
- (b) a Declaration that Canada owed and was in breach of non-delegable, fiduciary, statutory and common law duties to the Plaintiffs and the other Survivor Class Members in relation to the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members to, obligatory attendance of Survivor Class Members at and support of the Indian Residential School system and the Residential Schools throughout Canada;
- (c) a Declaration that Canada was negligent in the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class

Members to, obligatory attendance of Survivor Class Members at and support of the Residential Schools throughout Canada;

- (d) a Declaration that Canada was or is in breach of its statutory duties pursuant to the Act and its Treaty obligations to the Plaintiffs and the other Survivor Class Members as a consequence of its establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members to, obligatory attendance of Survivor Class Members at and support of the Residential Schools throughout Canada;
- (e) a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Survivor Class;
- (f) a Declaration that Canada is liable to the Plaintiffs and other Survivor Class Members for the damages caused by its breach of non delegable, fiduciary, statutory and common law duties and for negligence in relation to the establishment, funding, operation, supervision, control maintenance, confinement in, transport of Survivor Class Members to, obligatory attendance of Survivor Class Members at and support of the Residential Schools throughout Canada;
- (g) non-pecuniary general damages for negligence, loss of language and culture, breach of non-delegable, fiduciary, statutory, treaty and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (h) pecuniary general damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, breach of non delegable fiduciary, statutory, treaty and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (i) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (j) prejudgment and post-judgment interest pursuant to the provisions of the CJA, sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and
- (k) the costs of this action on a substantial indemnity scale.

The Family Class

8. The Representative Plaintiffs, on their own behalf and on behalf of the members of the Family Class, claim:

- (a) an Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them as representative Plaintiffs for the Family Class and any appropriate subgroup thereof;
- (b) a Declaration that Canada owed and was in breach of non-delegable, fiduciary, statutory and common law duties to the Plaintiffs and the other Family Class Members in relation to the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to, obligatory attendance of Survivor Class Members and Deceased Class Members at and support of the Residential Schools throughout Canada;
- (c) a Declaration that Canada was negligent in the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to, obligatory attendance of Survivor Class Members and Deceased Class members at and support of the Residential Schools throughout Canada;
- (d) a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Family Class;
- (e) a Declaration that Canada was or is in breach of its statutory duties pursuant to the Act and its Treaty obligations to the Plaintiffs and the other Family Class Members as a consequence of its establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to, obligatory attendance of Survivor Class Members and Deceased Class Members at and support of the Residential Schools throughout Canada;
- (f) a Declaration that Canada is liable to the Plaintiffs and other Family Class Members for the damages caused by its breach of non-delegable, fiduciary, statutory and common law duties and for negligence in relation to the establishment, funding, operation, supervision, control maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to, obligatory attendance of Survivor Class Members and Deceased Class Members at and support of the Residential Schools throughout Canada;
- (g) pecuniary general damages and special damages for negligence, loss of language and culture, breach of non delegable fiduciary, statutory, treaty and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (h) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (i) damages in the amount of four billion dollars (\$4,000,000,000.00), or such other sum as this Honourable Court finds appropriate, pursuant to the FLA, section 61,

as amended, and its predecessors, and the equivalent statutes, if any, in other provinces and territories in Canada;

- (j) prejudgment and postjudgment interest pursuant to the provisions of the CJA, sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and,
- (k) the costs of this action on a substantial indemnity scale.

The Deceased Class

9. The Representative Plaintiffs, on behalf of the members of the Deceased Class claim:

- (a) an Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them as representative Plaintiffs for the Deceased Class and any appropriate subgroup thereof;
- (b) a Declaration that Canada owed and was in breach of non delegable, fiduciary, statutory and common law duties to the Plaintiffs and the other Deceased Class Members in relation to the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Deceased Class Members to, obligatory attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;
- (c) a Declaration that Canada was negligent in the establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Deceased Class Members to, obligatory attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;
- (d) a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Deceased Class;
- (e) a Declaration that Canada was or is in breach of its statutory duties pursuant to the Act and its Treaty obligations to the Plaintiffs and the other Deceased Class Members as a consequence of its establishment, funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members to, obligatory attendance of Survivor Class Members and Deceased Class Members at and support of the Residential Schools throughout Canada;
- (f) a Declaration that Canada is liable to the Plaintiffs and other Deceased Class Members for the damages caused by its breach of non delegable, fiduciary, statutory and common law duties and for negligence in relation to the establishment, funding, operation, supervision, control maintenance, confinement in, transport of Deceased Class Members to, obligatory attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;
- (g) non-pecuniary general damages for negligence, loss of language and culture, breach of non delegable, fiduciary, statutory, treaty and common law duties in the

amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;

- (h) pecuniary general damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, breach of non delegable fiduciary, statutory, treaty and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (i) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (j) prejudgment and postjudgment interest pursuant to the provisions of the CJA, sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and,
- (k) costs of this action on a substantial indemnity scale.

C. RELIEF SOUGHT BY THE PLAINTIFFS AGAINST THE CHURCHES

The Survivor Class

10. The Representative Plaintiffs, on their own behalf and on behalf of the members of the Survivor Class, claim:

- (a) as Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them representative Plaintiffs for the Survivor Class and any appropriate subgroup thereof;
- (b) a Declaration that the Churches owed and were in breach of non-delegable, fiduciary and common law duties to the Plaintiffs and the other Survivor Class Members in relation to the operation, supervision, maintenance and administration of the Residential Schools throughout Canada;
- (c) a Declaration that the Churches were negligent in the operation, and administration in the transport of Survivor Class Members to obligatory attendance of Survivor Class Members at and support of the Residential Schools throughout Canada;
- (d) a Declaration that the Churches are liable to the Plaintiffs and other Survivor Class Members for the damages caused by its breach of non-delegable, fiduciary, statutory and common law duties and for negligence in relation to the operation, supervision, maintenance, administration and confinement in, transport of Survivor Class Members to, obligatory attendance of Survivor Class Members at and support of the Residential Schools throughout Canada;
- (e) non-pecuniary general damages for negligence, breach of non delegable, fiduciary and common law duties in the amount of twelve billion dollars

(\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;

- (f) pecuniary general damages and special damages for negligence, breach of non delegable fiduciary and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (g) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (h) prejudgment and postjudgment interest pursuant to the provisions of the CJA, sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and,
- (i) the costs of this action on a substantial indemnity scale.

The Family Class

11. The Representative Plaintiffs, on their own behalf and on behalf of the members of the Family Class, claim:

- (a) an Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them as representative Plaintiffs for the Family Class and any appropriate subgroup thereof;
- (b) a Declaration that the Churches owed and were in breach of non-delegable, fiduciary and common law duties to the Plaintiffs and the other Family Class Members in relation to the funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to attendance of Survivor Class Members and Deceased Class Members at and support of the Residential Schools throughout Canada;
- (c) a Declaration that the Churches were negligent in the funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to attendance of Survivor Class Members and Deceased Class members at and support of the Residential Schools throughout Canada;
- (d) a Declaration that the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Family Class;
- (e) a Declaration that the Churches are liable to the Plaintiffs and other Family Class Members for the damages caused by its breach of non-delegable, fiduciary and common law duties and for negligence in relation to the funding, operation, supervision, control, maintenance, confinement in, transport of Survivor Class Members and Deceased Class Members to, attendance of Survivor Class

Members and Deceased Class Members at and support of the Residential Schools throughout Canada;

- (f) pecuniary general damages and special damages for negligence, loss of language and culture, breach of non delegable fiduciary and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (g) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (h) damages in the amount of four billion dollars (\$4,000,000,000.00), or such other sum as this Honourable Court finds appropriate, pursuant to the FLA, section 61, as amended, and its predecessors, and the equivalent statutes, if any, in other provinces and territories in Canada
- (i) prejudgment and postjudgment interest pursuant to the provisions of the CJA sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and,
- (j) the costs of this action on a substantial indemnity scale.

The Deceased Class

12. The Representative Plaintiffs, on behalf of the members of the Deceased Class claim:

- (a) an Order certifying this proceeding as a Class Proceeding pursuant to the CPL and appointing them as representative Plaintiffs for the Deceased Class and any appropriate subgroup thereof;
- (b) a Declaration the Churches owed and were in breach of non-delegable, fiduciary and common law duties to the Plaintiffs and the other Deceased Class Members in relation to the funding, operation, supervision, control, maintenance, confinement in, transport of Deceased Class Members to attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;
- (c) a Declaration that the Churches were negligent in the funding, operation, supervision, control, maintenance, confinement in, transport of Deceased Class Members to, attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;
- (d) a Declaration that the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Deceased Class;
- (e) a Declaration that the Churches are liable to the Plaintiffs and other Deceased Class Members for the damages caused by its breach of non-delegable, fiduciary and common law duties and for negligence in relation to the funding, operation, supervision, control maintenance, confinement in, transport of Deceased Class

Members to attendance of Deceased Class Members at and support of the Residential Schools throughout Canada;

- (f) non-pecuniary general damages for negligence, loss of language and culture, breach of non delegable, fiduciary and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (g) pecuniary general damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, breach of non delegable fiduciary, statutory, treaty and common law duties in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as this Honourable Court finds appropriate;
- (h) exemplary and punitive damages in the amount of twelve billion dollars (\$12,000,000,000.00) or such other sum as the Honourable Court finds appropriate;
- (i) prejudgment and postjudgment interest pursuant to the provisions of the CJA, sections 128 and 129 as amended, and its equivalent statutes, if any, in other provinces and territories in Canada; and,
- (j) the costs of this action on a substantial indemnity scale.

D. THE PLAINTIFFS

13. The Plaintiff, Chief Larry Philip Fontaine ("Chief Fontaine"), is the National Chief of the Assembly of First Nations, the national organization representing First Nations citizens in Canada, which includes approximately 700,000 citizens living in 633 First Nations communities. He was born on September 20, 1944. Chief Fontaine is a member of the Sagkeeng First Nation and is an Indian as defined in section 6 of the Act. Chief Fontaine resides in Ottawa, Ontario. Chief Fontaine was taken from his family when he was 6 years old and resided at the Fort Alexander Residential School in Fort Alexander, Manitoba from 1951 to 1958. Chief Fontaine's experience at Residential School involved, but was not limited to, being removed from the care of his parents, family, and community, being actively discouraged from speaking his native language, Ojibway, being repeatedly sexually and physically abused by being made to disrobe and bathe in the presence of the priest, being slapped, strapped and poked, being repeatedly told by nuns and priests that he, and his peers were, "savages" and "evil", being repeatedly made to

eat food off the floor in the presence of his peers, while being taunted by the nun, and being given inadequate food, health care, and education.

14. The Plaintiff Michelline Ammaq ("Ammaq"), was born on August 30, 1957 and is an Inuk. Ammaq presently lives in Igloolik, Nunavut. Ammaq was taken from her family when she was seven (7) years old and attended Sir Joseph Bernier Federal Day School in Chesterfield Inlet and resided in Turquetil Hall from 1964 to 1969. Ammaq's experience at Residential School involved, but was not limited to, being removed from the care of her parents, family and community, not being allowed to speak her native language, Inuktitut, being sexually, physically and emotionally abused, being given inadequate food, health care and education.

15. The Plaintiff, Percy Archie ("Archie"), resides in Kamloops, British Columbia. Archie is a member of the Canum Lake Band and is an Indian as defined in the Act. Archie was born on May 22, 1950 and attended the St. Joseph's Indian Residential School in Williams Lake, British Columbia between 1963 and 1965.

16. The Plaintiff, Charles Baxter Senior ("Baxter Snr."), was born on November 24, 1950, and is a member of the Marten Falls First Nation, Ogoki Post, and is an Indian as defined in section 6 of the Act. Baxter Snr. is now a member of, and presently lives on the Constance Lake First Nation near Calstock, Ontario, where he is employed as the Residential School Coordinator. He resided at the Pelican Falls Residential School near Sioux Lookout from 1958 to 1966, and the Shingwauk Hall Residential School in Sault Ste. Marie from 1966 to 1968. Baxter Snr.'s experiences at these Residential Schools involved, but was not limited to, being removed from the care of his parents, family and community, having his hair cut off, being required to do physical labour in a barn, being physically abused, often for speaking his native language, Ojibway, being given inadequate food and supplies, being provided with a sub-standard

education and being repeatedly sexually molested by dormitory supervisors, other staff at Pelican Falls and other students.

17. The Plaintiff, Elijah Baxter ("Baxter"), was born on January 27, 1923 and is a member of the Marten Falls First Nation, Ogoki Post, and is an Indian as defined in section 6 of the Act. Baxter presently lives in the Town of Geraldton in the Province of Ontario and is father to eleven (11) children. He resided at the Pelican Falls Residential School near Sioux Lookout from approximately 1933 to 1936. Baxter's experience at the Residential School included, but was not limited to, being removed from the care of his parents, family and community, being required to do physical labour on a farm, being inadequately educated resulting in illiteracy, being physically abused, often for speaking his native language and being sodomized on more than one occasion by a member of the staff at Pelican Falls while on school property. Even after having to endure such an experience, Baxter was forced to send his own children to Residential Schools where they were also physically, emotionally and sexually abused.

18. The Plaintiff Evelyn Baxter ("E. Baxter") resides in Thunder Bay, Ontario. E. Baxter is a member of the Marten Falls First Nation. E. Baxter was born on April 12, 1967 and her mother attended the Pelican Falls Indian Residential School and Shingwauk Residential School. E. Baxter's grandparents, uncle, Elijah Baxter, and her cousin, Charles Baxter Snr., also attended Indian Residential School. E. Baxter is a proposed representative plaintiff for the Family Class.

19. The Plaintiff Donald Belcourt ("Belcourt") resides in Swan Hills, Alberta. Belcourt is a member of the Sucker Creek First Nation and is an Indian as defined in the Act. Belcourt was born on September 26, 1939, and attended the St. Bruno's Residential School in Alberta from 1946 to 1954.

20. The Plaintiff Nora Bernard ("Bernard") resides at the Millbrook First Nation Reserve, in Nova Scotia. Bernard is a Mi'kmaq and a Status Indian. Bernard was born on September 22, 1935 and attended the Shubencadie Indian Residential School in the 1940s.
21. The Plaintiff John Bosum ("Bosum") resides in the City of Montreal, Quebec. Bosum is a Cree and a Status Indian. Bosum attended the La Tuque Indian Residential School in Quebec between 1962 and 1973.
22. The Plaintiff Janet Brewster ("Brewster") resides in Igalut, Nunavut. Brewster is an Inuk enrolled under the Nunavut Land Claims Agreement. Brewster's mother attended the Akaitcho Hall Indian residential School in Yellowknife between 1964 and 1969. Brewster is a proposed representative plaintiff for the Family Class.
23. The Plaintiff Rhonda Buffalo ("Buffalo") resides in the City of Regina, Saskatchewan. Buffalo is a member of the Day Star First Nation and is an Indian as defined in the Act. Buffalo resided at the Gordon's Residential School in Punnichy, Saskatchewan from 1971 to 1980.
24. The Plaintiff Ernestine Caibaiosai-Gidmark ("Gidmark") resides in Wiwkemikeng, Ontario. Gidmark is a member of the Sagamok First Nation and is an Indian as defined in the Act. Gidmark attended the Spanish Hills Residential School in Ontario between 1961 and 1962.
25. The Plaintiff Michael Carpan ("Carpan") resides in Edmonton, Alberta. Carpan is a member of the Slave Lak First Nation and is an Indian as defined in the Act. Carpan attended St. Mary's Residential School in Alberta between 1964 and 1976.
26. The Plaintiff Brenda Cyr ("B. Cyr") resides in Regina, Saskatchewan. B. Cyr is a member of the Gordon's First Nation and is an Indian as defined in the Act. B. Cyr attended the

Lebret Indian Residential School between 1966 and 1969 and the Muscowequan Indian Residential School between 1969 and 1975.

27. The Plaintiff Dawson ("Dawson") resides in Whitehorse in the Yukon. Dawson is a member of Kwanlin Dun First Nation and is an Indian as defined in the Act. Dawson was born on January 1, 1942 and attended the Whitehorse Baptist Mission School, in the Yukon between 1946 and 1955.

28. The Plaintiff Ann Dene ("Dene") resides in Huntington, Quebec. Dene is a member of the Mikisew Cree First Nation and is an Indian as defined in the Act. Dene attended the Holy Angels Residential School in Alberta between 1968 and 1972.

29. The Plaintiff, Vincent Bradley Fontaine ("Bradley") was born on October 11, 1960, and is the son of James Fontaine. Bradley is a member of the Sagkeeng First Nation and is an Indian as defined in section 6 of the Act. Bradley resides on the Sagkeeng Reserve in Manitoba and resided at the Fort Alexander Residential School in Manitoba from 1965 to 1969.

30. The Plaintiff, James Fontaine ("Fontaine") was born on August 15, 1930. He is a member of the Sagkeeng First Nation, and is an Indian as defined in section 6 of the Act. Fontaine presently lives on the Sagkeeng Reserve in Manitoba. Fontaine was taken from his family when he was six (6) years old and resided at the Fort Alexander Residential School in Manitoba from 1936 to 1944. Fontaine's experience at the Residential School involved, but was not limited to, being removed from the care of his parents, family, and community, being actively discouraged from speaking his native language, being physically abused by being slapped and strapped, and by being given inadequate food, health care, and education.

31. The Plaintiff Agnes Mary Fontaine (nee Spence) ("Spence") was born on June 28, 1912 and died on August 10, 1988. Spence was a member of the Sagkeeng First Nation and was an Indian as defined in section 6 of the Act. Spence was taken from her family when she was seven (7) years old and resided at the Fort Alexander Residential School in Manitoba from 1919 to 1928. Spence's experience at the Residential School included being removed from the care of her parents, family, and community, not being allowed to speak her native language, or practice traditional spiritual ways, being sexually, physically and emotionally abused by Canada's Agents, being given inadequate food, health care, and education.

32. The Plaintiff Dana Eva Marie Francey ("Francey") resides in Inuvik, Northwest Territories. Francey is a member of the Inuvialuit Society and a beneficiary of the Inuvialuit Final Agreement, 1985. Francey's mother attended the Sir Alexander MacKenzie Indian Residential School between kindergarten and grade six, and then resided in Stringer Hall, in Inuvik between 1962 and 1971. Francey is a proposed representative plaintiff for the Family Class.

33. The Plaintiff Peggy Good ("Good") resides in Victoria, British Columbia. Good is a member of the Nanaimo First Nation and is an Indian as defined in the Act. Good attended the Port Alberni Residential School in British Columbia between 1954 and 1964.

34. The Plaintiff, Fred Kelly ("Kelly") was born on April 13, 1942. Kelly is a member of the Ojibways of Onigaming First Nation and is an Indian as defined in section 6 of the Act. Kelly resides in Winnipeg, Manitoba. Kelly was taken from his family when he was five (5) years old and resided at the St. Mary's Indian Residential School in Kenora, Ontario from 1947 to 1956 and again from 1958 to 1959. Kelly also resided at the St. Paul's Residential High School in Lebret, Saskatchewan from 1956 to 1958.

35. The Plaintiff Rosemarie Kuptana ("Kuptana"), was born on March 24, 1954 and is Inuvialuit. Kuptana presently lives in Inuvik, Northwest Territories. She was taken from her family when she approximately seven (7) years old and attended Sir Alexander Mackenzie School and Samuel Hearne Secondary School while residing at Stringer Hall from approximately 1961 to 1971. Kuptana's experience at Residential School involved, but was not limited to, being removed from the care of her parents, family and community, not being allowed to speak her native language, Inuinaktun, or practice traditional spiritual ways, being sexually, physically and emotionally abused, being given inadequate food, health care and education.

36. The Plaintiff Elizabeth Kusiak ("Kusiak") resides in Edmonton, Alberta. Kusiak is a member of the Athabasca Chipewyan First Nation and is an Indian as defined in the Act. Kusiak was born on October 10, 1941 and attended the Holy Angels Residential School in Fort Chipewyan, Alberta from 1950 to 1958.

37. The Plaintiff Theresa Larocque ("Larocque") resides in Edmonton, Alberta. Larocque is Cree, a Statue Indian and a member of the Bigstone Cree First Nation. Larocque was born on December 19, 1953 and attended the St. Martin's Mission in Desmaris, Alberta from 1959 to 1969.

38. The Plaintiff Jane McCallum ("McCallum") resides in Prince Albert, Saskatchewan. McCallum is a member of the Peter Ballantyne First Nation and is an Indian as defined in the Act. McCallum attended the Guy Hill Residential School in Manitoba between 1949 and 1958.

39. The Plaintiff Cornelius McComber ("McComber") resides in Kahnawake, Quebec. McComber is a member of the Mohawk First Nation and is an Indian as defined in the Act.

McComber resided at the St. Charles Garnier Residential School in Quebec between 1946 and 1952.

40. The Plaintiff Veronica Marten ("Marten") resides in Edmonton, Alberta. Marten is a member of the Mikisaw Cree First Nation. Marten was born on February 9, 1972 and her mother attended the Holy Angels Indian Residential School in Fort Chipewyan, Alberta between 1951 and 1967. Marten's uncles and aunt also attended Indian Residential School. Marten is a proposed representative plaintiff for the Family Class.

41. The Plaintiff Stanley Thomas Nepetaypo ("Nepetaypo") resides in Thompson, Manitoba. Nepetaypo is a member of the Fox Lake First Nation and is an Indian as defined in the Act. Nepetaypo attended the Norway House Gordon's Residential School in Saskatchewan between 1954 and 1959.

42. The Plaintiff Flora Northwest ("Northwest") resides in Hobbema, Alberta. Northwest is a member of the Samson First Nation and is an Indian as defined in the Act. Northwest attended the Hobbema/Ermineskin Residential School in Alberta between 1951 and 1961.

43. The Plaintiff Norman Pauchay ("Pauchay") resides in the City of Yorkton, Saskatchewan and is forty-three (43) years old. Pauchay is a member of the Yellow Quill First Nation and is an Indian as defined in section 6 of the Act. Pauchay attended Gordon's Residential School near Punnichy, Saskatchewan between 1971 and 1973.

44. The Plaintiff Camble Quatell ("Quatell") resides in Campbell River, British Columbia. Quatell is a member of the Campbell River Indian Band First Nation and is an Indian as defined in the Act. Quatell attended the St. Michael's Residential School in British Columbia, between 1952 and 1962.

45. The Plaintiff, Alvin Barney Saulteaux ("Saulteaux"), resides in the City of Indian Head, Saskatchewan and is thirty-seven (37) years old. Saulteaux is a member of the Carry the Kettle First Nation and is an Indian as defined in section 6 of the Act. Saulteaux resided at the Lebret Indian Residential School near Lebret, Saskatchewan between 1983 and 1986.

46. The Plaintiff Christine Semple ("Semple") resides in Watson Lake, in the Yukon. Semple is a member of the Grand Rapids First Nation and is an Indian as defined in the Act. Semple attended the Mackay Residential School in Manitoba between 1957 and 1962.

47. The Plaintiff Dennis Smokeyday ("Smokeyday") resides in Kinistin, Saskatchewan. Smokeyday is a member of the Kinistin First Nation and is an Indian as defined in the Act. Smokeyday resided at the Muscowegan Residential School in Saskatchewan between 1970 and 1978.

48. The Plaintiff Kenneth Sparvier ("Sparvier") resides in the City of Regina, Saskatchewan. Sparvier is a member of the Cowessess First Nation and is an Indian as defined in the Indian Act. Sparvier resided at the Marievel Residential School in Saskatchewan and the Lebret Residential School from 1949 to 1958 and 1958 and 1961, respectively.

49. The Plaintiff Edward Tapiatic ("Tapiatic") resides in the City of Chisasibi, Quebec. Tapiatic is a member of the Cree Nation of Chisasibi and is an Indian as defined in the Act. Tapiatic was born on February 21, 1951 and attended the St. Phillips Indian Residential School in Quebec between 1956 and 1966 and La Tuque Residential School between 1967 and 1968.

50. The Plaintiff Helen Winderman ("Winderman") resides in Fort Nelson, British Columbia. Winderman is a member of the Fort Nelson First Nation and is an Indian as defined in the Act.

Winderman attended the Lower Post Residential School in British Columbia between 1963 and 1968.

51. The Plaintiff Adrian Yellowknee ("Yellowknee") resides in Wabasca, Alberta. Yellowknee is a member of the Bigston Cree First Nation and is an Indian as defined in the Act. Yellowknee attended the St. Martin and St. Bruno's Residential Schools between 1953 and 1963 and 1963 and 1964, respectively.

E. THE DEFENDANTS

52. The Defendant, the Federal Government of Canada, is being represented in this proceeding by the Attorney General of Canada.

53. The General Synod of the Anglican Church of Canada ("the General Synod") is a corporation originally incorporated under the name "The General Synod of the Church of England in Canada" by *An Act to Incorporate the General Synod of the Church of England in Canada*, S.C. 1921, c. 82. In 1956, the name of the General Synod was changed to "The General Synod of The Anglican Church of Canada" by S.C. 1956, c.57.

54. The Missionary Society of the Anglican Church of Canada ("the Missionary Society") is a corporation under the laws of Canada. It was originally incorporated under the name "The Missionary Society of the Church of England in Canada" by *An Act to Incorporate the Missionary Society of the Church of England in Canada*, S.C. 1903, c. 155. In 1956, the name of the Missionary Society was changed to "The Missionary Society of the Anglican Church of Canada" by S.C. 1956, c.57.

55. From 1902 to 1969, the Missionary Society was established to undertake the general missionary work of the General Synod and overseas.

56. The Dioceses of the Anglican Church of Canada listed in Schedule "A" to this Statement of Claim were involved in the operation of Indian Residential Schools up to and including 1969.

57. The United Church of Canada was founded pursuant to a covenant formed between the members of its founding churches, and was incorporated between 1924 and 1926 by the Parliament of Canada and the Legislatures of the various provinces. The statutes adopted the said covenant and were and are each known as *The United Church of Canada Act*.

58. The Methodist Church of Canada was one of the founding churches of The United Church of Canada, and was described in *The United Church of Canada Act* as including "the body corporate known as the Methodist Church and all bodies corporate established or created by The Methodist Church or any Conference thereof under the provisions of any statute of the Parliament of Canada, or the Legislature of any Province thereof ... and all Methodist congregations separately incorporated under any statute of any Province of the Dominion of Canada". Pursuant to *The United Church of Canada Act*, the several corporations described as "The Methodist Church" merged in the corporation of The United Church of Canada.

59. The Board of Home Missions of the United Church of Canada was established in 1925 as an unincorporated internal administrative division of The United Church of Canada. The Board of Home Missions had responsibility for supervision and administration of all the missionary work of The United Church within Canada, including work with First Nations' people and Indian Residential Schools. In an internal restructuring of The United Church of Canada in 1971, the mandate and work of the Board of Home Missions was merged into the Division of Mission in Canada.

60. The Women's Missionary Society of The United Church of Canada came into existence in 1925 as an unincorporated internal organization for women within The United Church of Canada. Its mandate included the appointing of missionaries and associate workers in Canada, recruiting and training women church workers, producing missionary periodicals, carrying through mission education programs for all ages in the church, and fund-raising for all its mission activities. In 1962, the Women's Missionary Society joined with the Women's Society of The United Church of Canada to form the United Church Women.

61. The Missionary Society of the Methodist Church of Canada existed as part of the Methodist Church of Canada, formed in 1874, and the Methodist Church (Canada), formed in 1884. The objects of the Society were the support of domestic, Aboriginal, immigrant, new Canadian, French Canadian, and other missions carried on under the direction of a central committee and board, and later also under the Conferences. The work covered the entire mission field including work with Aboriginal People in Ontario, Quebec and Western Canada. In 1925, pursuant to *The United Church of Canada Act*, the body corporate of which the Missionary Society was part merged in the corporation of The United Church of Canada.

62. During the period referenced in the Statement of Claim, the General Synod consisted of the Primate and Bishops of the Anglican Church of Canada, and of members chosen from clergy and laity elected by the several dioceses of the Anglican Church of Canada in accordance with the Constitution of the General Synod.

63. The Defendant, The Presbyterian Church in Canada (the "PCC"), is an unincorporated association which includes congregations, members and adherents of The Presbyterian Church in Canada who did not become part of the United Church of Canada on June 10, 1925, together with persons who have since that date joined The Presbyterian Church in Canada as members or

adherents. The PCC was referred to in *An Act to Incorporate The Trustee Board of The Presbyterian Church in Canada*, S.C. 1939, c. 64 and *An Act respecting the United Church in Canada*, S.C. 1939, c. 65.

64. The Defendant, The Trustee Board of The Presbyterian Church in Canada (the “Trustee Board”), is a body corporate. The Trustee Board was incorporated by a Special Act of Parliament entitled *An Act to Incorporate The Trustee Board of The Presbyterian Church in Canada* S.C. 1939, c. 64 and was recognized by the Ontario Legislature in *An Act respecting the Trustee Board of The Presbyterian Church in Canada*, S.O. 1939, c. 69.

65. The Defendant, The Foreign Mission of The Presbyterian Church in Canada entered into agreements dated April 1, 1911 with His Majesty the King, represented by the Superintendent General of Indian Affairs of Canada, for the operation of the Cecilia Jeffrey Boarding School and the Birtle Boarding School and reported annually to The General Assembly of The Presbyterian Church in Canada and had oversight of, inter alia, missionary work to aboriginal peoples.

66. The Defendant, The Women's Missionary Society of The Presbyterian Church in Canada, entered into agreements dated May 22, 1962, with Her Majesty the Queen in Right of Canada, for the operation of the Cecilia Jeffrey Indian Residential School and the Birtle Indian Residential School and reported annually to The General Assembly of The Presbyterian Church.

67. The balance of the Defendants are listed and described at Schedule "A" of this Claim.

F. THE RESIDENTIAL SCHOOL SYSTEM AND SYSTEMIC CHILD ABUSE, NEGLECT AND MALTREATMENT

68. Residential Schools were established by Canada as early as 1874, for the education of Aboriginal children. These children were taken from their homes and their communities and transported to Residential Schools where they were confined and deprived of their heritage, their

support networks and their way of life, forced to adopt a foreign language and a culture alien to them.

69. Commencing in 1911, Canada entered into formal agreements with the Churches for the operation of such Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of the Residential Schools. The Churches assumed the day-to-day operation of the Residential Schools under the control, supervision and direction of Canada, for which the Canada paid the Churches a per capita grant calculated to cover part of the cost of the Residential School operation.

70. As of 1920, the Residential School Policy included compulsory attendance at Residential Schools for all Aboriginal children aged 7 (seven) to 15 (fifteen).

71. This approach to the control and operation of the Residential Schools system continued throughout the Class Period until April 1, 1969, at which time Canada assumed the sole operation and administration of the Residential Schools from the Churches, excepting certain cases where Churches continued to act as agents of Canada until the end of the Class Period.

72. Canada removed Aboriginal Persons, usually young children, from their homes and Aboriginal communities and transported them to Residential Schools which were often long distances away. Canada controlled all aspects of the admission of Aboriginal Persons to the Residential Schools including arrangements for the care of such persons over holiday periods and the methods of transporting children to and from Residential Schools.

73. Aboriginal Persons were often taken from their families without the consent of their parents or guardians. While the stated purpose of the Residential Schools from their inception was the education of Aboriginal children, their true purpose was the complete integration and

assimilation of Aboriginal children into mainstream Canadian society and the obliteration of their traditional language, culture and religion.

74. In addition to the inherent cruelty of the Residential School Policy itself, many children attending Residential Schools were also subject to repeated and extreme physical, sexual and emotional abuse, all of which continued until the year 1997, when the last Federally operated Residential School was closed.

75. There were in excess of one hundred (100) Residential Schools in operation in Canada in every Province and Territory except New Brunswick and Prince Edward Island during the Class Period, with a peak of 74 schools in operation in 1920. Canada has estimated that, as of 2005, there were approximately eighty-five thousand (85,000) survivors of Residential Schools in Canada, representing the potential size of the Survivor Class.

76. During the Class Period, children were subjected to systemic child abuse, neglect and maltreatment. They were forcibly confined in Residential Schools and were systematically deprived of the essential components of a healthy childhood. They were subjected to physical, emotional, psychological, cultural, spiritual and sexual abuse by those who were responsible for their well being.

77. Their accommodation was crowded, cold, and sub-standard. They were underfed and ill nourished. They were forbidden to speak their native languages and to practice the customs and traditions of their culture. They were deprived of love and affection from their families and of the support that a child would normally expect to have from those in positions of trust and authority. They were subjected to corporal punishment, assaults, including physical and sexual, and systematic child abuse.

78. Canada has a fiduciary relationship with Aboriginal People in Canada and owed and owes fiduciary duties to the Aboriginal People in Canada. Canada created, planned, established, set up, initiated, operated, financed, supervised, controlled and regulated all Residential Schools in Canada during the Class Period.

79. Furthermore, Canada was responsible for the operation and administration of each Residential School during the Class Period. Prior to April 1, 1969, Canada paid the Churches to carry out this operation and administration on its behalf and under its guidance, supervision and control. Canada carried out that operation and administration directly after April 1, 1969. These operative and administrative responsibilities, carried out on behalf of Canada by its Agents or the Churches and its Agents, included:

- (a) the operation and maintenance of Residential Schools during the Class Period;
- (b) the care and supervision of all members of the Survivor Class, and for supplying all the necessities of life to Survivor Class members *in loco parentis*;
- (c) the provision of educational and recreational services to the Survivor Class while in attendance at Residential Schools and control over all persons allowed to enter Residential School premises at all material times;
- (d) the selection, supply and supervision of teaching and non-teaching staff at the Residential Schools and reasonable investigation into the character, background and psychological profile of all individuals employed to teach or supervise the Class;
- (e) inspection and supervision of Residential Schools and all activities taking place therein, and for full and frank reporting to Canada respecting conditions in the Residential Schools and all activities taking place therein;
- (f) transportation of Survivor Class members to and from Residential Schools; and
- (g) communication with and reporting to the Family Class respecting the activities and experiences of Survivor Class members while attending Residential Schools.

80. Attempts to provide educational opportunities to children confined to Residential Schools were ill-conceived and poorly executed by inadequately trained teaching staff. The result was to

effectively deprive the children of any useful or appropriate education. Very few survivors of Residential Schools went on to any form of higher education.

81. The conditions and abuses in the Residential Schools during the Class Period were well-known to Canada. Information about the misconduct of the persons operating and employed at the Residential Schools was suppressed and covered up.

82. Canada began to close schools and by 1979 only twelve (12) schools remained with a total resident population of one thousand, eight hundred and ninety nine (1,899) students.

G. CANADA'S STATEMENT OF RECONCILIATION

83. In fact, in January of 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the Residential School Policy. Moreover, Canada admitted that the Residential School system was wrongly and inappropriately designed to assimilate Aboriginal Persons. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out in herein and the allegations set out in herein and is relevant to the Plaintiffs' claim for damages, particularly punitive damages. The Statement of Reconciliation stated, in part, as follows:

Sadly, our history with respect to the treatment of Aboriginal people is not something to which we can take pride. Attitudes of racial and cultural superiority led to a suppression of Aboriginal culture and values. As a country we are burdened by past actions that resulted in weakening the identity of Aboriginal peoples, suppressing their languages and cultures, and outlawing spiritual practices. We must recognize the impact of these actions on the once self sustaining nations that were segregated, disrupted, limited or even destroyed by the dispossession of traditional territory, by the relocation of Aboriginal people, and by some provisions of the *Indian Act*. We must acknowledge that the results of these actions was the erosion of the political, economic and social systems of Aboriginal people and nations.

Against the backdrop of these historical legacies, it is a remarkable tribute to the strength and endurance of Aboriginal people that they have maintained their historic diversity and identity. The Government of Canada today formally expresses to all Aboriginal people in Canada our

profound regret for past actions of the Federal Government which have contributed to these difficult pages in the history of our relationship together.

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

The Government of Canada acknowledges the role it played in the development and administration of these schools. Particularly to those individuals who experienced the tragedy of sexual and physical abuse at Residential Schools, and who have carried this burden believing that in some way they must be responsible, we wish to emphasize that what you experienced was not your fault and should never have happened. To those of you who suffered this tragedy at Residential Schools, we are deeply sorry. In dealing with the legacies of the Residential School program, the Government of Canada proposes to work with First Nations, Inuit, Metis people, the Churches and other interested parties to resolve the longstanding issues that must be addressed. We need to work together on a healing strategy to assist individuals and communities in dealing with the consequences of the sad era of our history...

Reconciliation is an ongoing process. In renewing our partnership, we must ensure that the mistakes which marked our past relationship are not repeated. The Government of Canada recognizes that policies that sought to assimilate Aboriginal people, women and men, were not the way to build a strong community...

H. CANADA'S BREACH OF DUTIES TO THE CLASS MEMBERS

84. The Defendant Canada, as represented by the Attorney General of Canada, has a fiduciary relationship with Aboriginal People in Canada. Canada created, planned, established, set up, initiated, operated, financed, supervised, controlled and regulated all Residential Schools in Canada during the Class Period.

85. Canada, the Churches and their respective servants and agents compelled members of the Survivor Class to leave their homes, families and communities, and forced members of the Survivor Class to attend and live in Residential Schools, all without lawful authority or the

permission and consent of Survivor Class members or that of their parents. Such confinement was wrongful, arbitrary and for improper purposes.

86. Survivor Class members were systematically subjected to the institutional conditions, regime and discipline of Residential School without the permission and consent of Survivor Class members or that of their parents, and were also subjected to wrongful acts at the hands of Canada and the Churches while confined therein.

87. All Aboriginal Persons who attended Residential Schools did so as Wards of Canada, with Canada as their guardian, and were persons to whom Canada owed the highest non delegable, fiduciary, moral, statutory and common law duties, which included, but were not limited to, the duty to ensure that reasonable care was taken of the Survivor Class while at Residential School, the duty to protect the Survivor Class while at Residential School, the duty to protect the Survivor Class from intentional torts perpetrated on them while at a Residential School. These non delegable and fiduciary duties were performed negligently and tortuously by Canada, in breach of its special responsibility to ensure the safety of the Survivor Class while at a Residential School. Canada was responsible for:

- (a) the administration of the Act and its predecessor statutes as well as any other statutes relating to Aboriginal Persons and all Regulations promulgated under these Acts and their predecessors during the Class Period;
- (b) the promotion of the health, safety and well being of Aboriginal Persons in Canada during the Class Period;
- (c) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessor Ministries and Departments during the Class Period;
- (d) decisions, procedures, regulations promulgated, operations and actions taken by the Department of Indian Affairs and Northern Development, its employees, servants, officers and Agents in Canada and their predecessors during the Class Period;

- (e) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of Residential Schools in Canada and for the creation, design and implementation of the program of education for Aboriginal Persons confined therein during the Class Period;
- (f) the selection, control, training, supervision and regulation of the designated operators, including the Church Defendants listed in Schedule “B” hereto and other Religious organizations, and their employees, servants, officers and agents, and for the care and education, control and well being of Aboriginal Persons confined in Residential Schools in Canada during the Class Period;
- (g) the provision of all educational services and opportunities to Aboriginal Persons in Canada, including Survivor Class members, pursuant to the provisions of the Act and any other statutes relating to Aboriginal Persons during the Class Period;
- (h) transportation of Survivor Class Members and Deceased Class Members to and from Residential Schools and to and from their homes while attending Residential Schools during the Class Period;
- (i) complying with the various treaties outlined below, where applicable, and for providing an appropriate education and educational environment in compliance with the various treaties;
- (j) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities;
- (k) the care and supervision of all members of the Survivor Class while they were in attendance at Residential Schools during the Class Period and for the supply of all the necessities of life to Survivor Class Members, *in loco parentis*, during the Class Period;
- (l) the provision of educational and recreational services to the Survivor Class while in attendance at Residential Schools during the Class Period;
- (m) inspection and supervision of Residential Schools and all activities that took place therein during the Class Period and for full and frank reporting to Canada and to the Family Class Members with respect to conditions in the Residential Schools and all activities that took place therein during the Class Period; and
- (n) communication with and reporting to the Family Class with respect to the activities and experiences of Survivor Class Members while attending Residential Schools during the Class Period.

88. During the Class Period, male and female Aboriginal children were subjected to gender specific, as well as non-gender specific, systematic child abuse, neglect and maltreatment. They

were forcibly confined in Residential Schools and were systematically deprived of the essential components of a healthy childhood. They were subjected to physical, emotional, psychological, cultural, spiritual and sexual abuse by those who were responsible for their well being. Their accommodation was crowded, cold, and sub-standard. They were underfed and malnourished. They were forbidden to speak their native language and to practice the customs and traditions of their culture. They were deprived of love and affection from their families and of the support that a child would normally expect to have from those in positions of trust and authority. They were subjected to corporal punishment, assaults, including physical and sexual assault. Canada's Residential School Policy was in breach of the *United Nations Genocide Convention*, ratified by Canada in September 1952, and in particular Article 2(b), (c) and (e) of that convention. The forced removal of Aboriginal children from their homes, residences and communities was a violation of this convention.

89. In contravention of the Treaties between the Government and First Nations and in contravention of the *United Nations Genocide Convention*, particularly Article 2(e) thereof to which the Government is a signatory, the Plaintiffs and other children of First Nations heritage were to be systemically assimilated into white society. In pursuance of that plan, they were forced to attend Residential Schools and contact with their families was restricted. Their cultures and languages were taken from them with sadistic punishment and practices.

90. Further, at all material times, Canada was bound by the rules of customary international law reflected and codified in the *Geneva Declaration of the Rights of the Child*, adopted by the League of Nations in 1924, including, but not limited to, the following:

- (a) the child must be provided with the means necessary for his/her normal development, both materially and spiritually;

- (b) the child must be put in a position to earn a livelihood and must be protected against every form or exploitation.

91. The effects from the Residential School policy further violated the *International Covenant on Civil and Political Rights*, in particular Articles 1 and 27 of that convention, ratified by Canada in May, 1976.

92. The effects from the forced integration and assimilation of the Aboriginal Persons has caused a profound and permanent cultural, psychological, emotional and physical injury and is in breach of the *United Nations Genocide Convention* in particular Article 2(b), (c) and (e) of the convention, ratified by Canada in September, 1952. The effects from the Residential School policy also violates the *International Covenant on Civil and Political Rights*, in particular Articles 1 and 27 of the convention, ratified by Canada in May, 1976, because it has interfered with the Survivor Class Members' and the Family Class Members' rights including but not limited to: the right to retain and practice their culture, spirituality, language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities

93. Breached the *International Covenant on Civil and Political Rights*, in particular Articles 1 and 27 of the convention, ratified by Canada in May 1976, by interfering with the class, or one or more sub-class's rights to:

- (i) retain and practice their culture, spirituality, language and traditions;
- (ii) fully learn their culture, spirituality, language and traditions from their families, extended families and communities;
- (iii) teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities;

94. The systemic child abuse, neglect and maltreatment sustained by the children at Residential Schools during the Class Period, the effect and impact of which is still being felt by Survivor Class Members and Family Class Members, was in violation of the rights of children, specifically, but not limited to, the following rights set out in the *United Nations Convention on the Rights of the Child*, adopted by the United Nations in 1989, and ratified by Canada in December of 1991:

- (a) Freedom from discrimination – Canada breached its duties to protect children from any form of discrimination or punishment based on Family’s status, activities or beliefs;
- (b) Best interest of child – Canada breached its duty to ensure the establishment of institutional standards for the care and protection of children and breached its duty to have considered the best interest of the child in all legal and administrative decisions;
- (c) Respect for parental responsibility – Canada breached its duty to protect the rights of parents or guardians to provide direction to their children in the exercise of their rights;
- (d) Survival and development – Canada breached its duty to ensure the survival and maximum development of the child;
- (e) Name and nationality – Canada breached its duty to recognize the right to a name and to acquire a nationality and the right to know and be cared for by parents;
- (f) Preservation of identity – Canada breached its duty to recognize the right to preserve or re-establish the child’s identity (name, nationality and family ties);
- (g) Parental care and non-separation – Canada breached its duty to recognize the right to live with parents and maintain contact with both parents unless these are deemed incompatible with the child’s best interests;
- (h) Free expression of opinion – Canada breached its duty to recognize the child’s right to express an opinion in matters affecting the child and to have that opinion heard;
- (i) Freedom of thought, conscience and religion – Canada breached its duty to recognize the right to determine and practice any belief and ought to have respected the rights of parents or guardians to provide direction and the exercise of this right;
- (j) Freedom of association – Canada breached its duty to recognize the right to freedom of association and freedom of peaceful assembly;

- (k) Protection of privacy – Canada breached its duty to recognize the right to protection from arbitrary or unlawful interference with privacy, family, home, or corresponding attacks on honour and reputation;
- (l) Parental responsibilities – Canada breached its duty to recognize the principal that both parents are responsible for the upbringing of their children and that parents or guardians have primary responsibility;
- (m) Abuse and neglect – Canada breached its duty to protect children from all forms of abuse, neglect and exploitation by parents or others and ought to have undertaken preventative and treatment programs in this regard;
- (n) Health care – Canada breached its duty to recognize the right to the highest attainable standards of health and access to medical services and breached its duty to attempt to diminish infant and child mortality, combat disease and malnutrition, ensure health care for expectant mothers, provide access to health education, develop preventative health care and abolish harmful traditional practices;
- (o) Periodic review – Canada breached its duty to recognize the right of children placed by Canada for reasons of care, protection or treatment to have all aspects of that placement reviewed regularly;
- (p) Education – Canada breached its duty to recognize the right to education by providing free and compulsory primary education, ensuring equal access to secondary and higher education and ensuring that school discipline does not threaten the child's human dignity;
- (q) Aims of education – Canada breached its duty to direct education at developing the child's personality and talents, preparing the child for a responsible life in a free society and developing respect for the child's parents, basic human rights, the natural environment and the child's own cultural and national values and those of others;
- (r) Children of minorities – Canada breached its duty to recognize the right of children of minority communities and indigenous populations to enjoy their own culture, practice their own religion and use their own language;
- (s) Leisure and recreation – Canada breached its duty to recognize the right to leisure, play and participation in cultural and artistic activities;
- (t) Child labour – Canada breached its duty to protect children from economic exploitation and from engaging in work that constitutes a threat to health, education and development;
- (u) Sexual exploitation – Canada breached its duty to protect children from sexual exploitation and abuse;
- (v) Other exploitation – Canada breached its duty to protect children from all other forms of exploitation; and,

- (w) Torture, capital punishment and deprivation of liberty – Canada breached its duty to protect children from torture or other cruel, inhumane or degrading treatment.

95. Through its servants, officers, employees and agents, Canada was negligent and in breach of its non-delegable fiduciary, moral, statutory, and common law duties of care to the Survivor Class, the Family Class and the Deceased Class during the Class Period. Particulars of the negligence and breach of duty of Canada include the following:

- (a) it systematically, negligently, unlawfully and wrongfully delegated its fiduciary and other responsibility and duties regarding the education of and care for Aboriginal children to others, including the Churches and other Religious organizations;
- (b) it systematically, negligently, unlawfully and wrongfully admitted and confined Aboriginal children to Residential Schools;
- (c) it acted without lawful authority and not in accordance with any statutory authority pursuant to or as contemplated by the provisions of the Act or any other statutes relating to Aboriginal Persons as:
 - (i) said provisions are and were *ultra vires* the Parliament of Canada and of no force and effect in law;
 - (ii) The conduct of Canada in placing the Aboriginal children in Residential Schools, confining them therein, and treating or permitting them to be treated there as set forth herein was in breach of Canada's fiduciary obligations to the Survivor Class and Family Class Members, which was not authorized or permitted by any applicable legislation and was, to the extent such legislation purported to authorize such fiduciary breach, of no force and effect and/or *ultra vires* the Parliament of Canada; and
 - (iii) Canada routinely and systematically failed to act in accordance with its own laws, regulations, policies and procedures with respect to the confinement of Aboriginal children in Residential Schools, which confinement was wrongful.
- (d) it delegated to and contracted with the Churches and other Religious organizations to implement its program of forced integration, confinement and abuse;
- (e) it failed to adequately screen and select the organizations and individuals to which it delegated the implementation of its Residential School program;
- (f) it failed to adequately supervise and control Residential Schools and its agents operating same under its jurisdiction in Canada;

- (g) it deliberately and chronically deprived the Survivor Class Members of the education they were entitled to or were led to expect from the Residential Schools or of any adequate education;
- (h) it designed, constructed, maintained and operated Residential School buildings which were sub-standard, inadequate to the purpose for which they were intended and detrimental to the emotional, psychological and physical health of the Survivor Class;
- (i) it failed to provide funding for the operation of Residential Schools that was sufficient or adequate to supply the necessities of life to Aboriginal children confined to them;
- (j) it failed to respond appropriately or at all to disclosure of abuses in the Residential Schools during the Class Period;
- (k) it conspired with the operators of the schools to suppress information about abuses taking place in the Residential Schools during the Class Period;
- (l) it assaulted and battered the Survivor Class Members and permitted them to be assaulted and battered during the Class Period;
- (m) it permitted an environment to which permitted and allowed student-upon-student abuse;
- (n) it forcibly confined the Survivor Class Members and permitted them to be forcibly confined during the Class Period;
- (o) it was in breach of its fiduciary duty to its Wards the Survivor Class Members by reason of the misfeasances, malfeasances and omissions set out above;
- (p) it failed to inspect or audit the Residential Schools adequately or at all;
- (q) it failed to implement an adequate system of evaluation, monitoring and control of teachers, administrators and non-teaching staff of the Residential Schools during the Class Period;
- (r) (it failed to periodically reassess its regulations, procedures and guidelines for Residential Schools when it knew or ought to have known of serious systemic failures in the Residential Schools during the Class Period;
- (s) it failed to close the Residential Schools in Canada and otherwise protect and care for those persons confined therein when it knew or ought to have known that it was appropriate and essential to do so in order to preserve the health, welfare and well being of the Survivor Class Members;
- (t) it delegated, attempted to delegate, continued to delegate and improperly delegated its non delegable duties and responsibility for the Survivor Class when

it was incapable to do so and when it knew or ought to have known that these duties and responsibilities were not being met;

- (u) it failed to recognize and acknowledge harm once it occurred, to prevent additional harm from occurring and to, whenever and to the extent possible, provide appropriate treatment to those who were harmed;
- (v) (it conspired with various Religious organizations including the Churches to eradicate Aboriginal culture in Canada through the implementation of a Residential Schools program in Canada;
- (w) it undertook a systematic program of forced integration and assimilation of the Aboriginal Persons through the institution of Residential Schools when it knew or ought to have known that doing so would cause profound and permanent cultural, psychological, emotional and physical injury to the members of the Survivor Class during and following the Class Period;
- (x) the effects from the forced integration and assimilation of the Aboriginal Persons violated the *International Covenant on Civil and Political Rights*, in particular Articles 1 and 27 of the convention, ratified by Canada in May, 1976, because it has interfered with the Survivor Class Members', the Family Class Members' and the Deceased Class Members' rights, including, but not limited to:
 - (i) the right to retain and practice their culture, spirituality, language and traditions;
 - (ii) the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and,
 - (iii) the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities.
- (y) it was in breach of its obligations to the Survivor Class Members, Family Class Members and Deceased Class Members as set out in the Act and its Treaties with various First Nations providing a right to education at a school to be established and maintained by Canada and which implicitly included the right to education in a safe environment free from abuse and the right to an education which would recognize Aboriginal beliefs, traditions, culture, language and way of life in a way that would not denigrate or eliminate these beliefs, traditions, culture, language and way of life. The Treaties relied on by the Plaintiffs include, but are not limited to, the following Treaties referred to below and the excerpts from these Treaties also provided below, but not limited to the excerpted portions provided:
 - (i) Treaty No. 1 – “And further, Her Majesty agrees to maintain a school on each reserves hereby made, whenever the Indians of the reserve should desire it.”;

- (ii) Treaty No. 2 – “And further, Her Majesty agrees to maintain a school in each reserves hereby made, whenever the Indians of the reserves shall desire it.”;
- (iii) Treaty No. 3 – “And further, Her Majesty agrees to maintain the schools for instruction in such reserves hereby made as Her Government of Her Dominion of Canada may seem advisable whenever the Indians of the reserves shall desire it.”;
- (iv) Treaty No. 4 – “And further Her Majesty agrees to maintain a school in the reserves allotted to each band as soon as they settle on said reserve and are prepared for a teacher.”;
- (v) Treaty No. 5 – “And Further Her Majesty agrees to maintain the schools for instruction in such reserves hereby made as to Her Government of the Dominion of Canada may seem advisable, whenever the Indians of the reserve shall desire it.”;
- (vi) Treaty No. 6 – “And Further, Her Majesty agrees to maintain the schools for instruction in such reserves hereby made as to Her Government of the Dominion of Canada may seem advisable, whenever the Indians of the reserves shall desire it.”;
- (vii) Treaty No. 7 – “Further, Her Majesty agrees to pay the salary of such teachers to instruct the children of said Indians as to Her Government of Canada may seem advisable, when said Indians are settled on their Reserves and shall desire teachers.”;
- (viii) Treaty No. 8 – “Further, Her Majesty agrees to pay the salaries of such teachers to instruct the children of said Indians as to Her Majesty’s Government of Canada may seem advisable.”;
- (ix) Treaty No. 9 (The James Bay Treaty) – “Further, His Majesty agrees to pay such salaries of teachers to instruct the children of said Indians, and also to provide such school buildings and educational equipment as may seem advisable to His Majesty’s Government of Canada.”;
- (x) Treaty No. 10 – “Further His Majesty agrees to make such provision as made from time to time be deemed advisable for the education for the Indian children.”; and,
- (xi) Treaty No. 11 “Further, His Majesty agrees to pay the salaries of teachers to instruct the children of said Indians in such manner as His Majesty’s Government may deem advisable.”

96. Through its servants, officers, contractors, agents and employees, for those conduct and breaches it is in law responsible, Canada was negligent and in breach of its non delegable,

fiduciary, statutory, moral and common law duties to the Survivor Class, the Deceased Class and the Family Class during the Class Period. Particulars of the negligence and breach of duty (including breach of non-delegable duties) of Canada are as follows:

- (a) the selection and employment of incompetent and immoral persons as teaching and non-teaching staff in Residential Schools during the Class Period;
- (b) the failure to adequately train or supervise teaching and non-teaching staff employed at Residential Schools;
- (c) the failure to report to the proper authorities the physical, psychological, emotional, cultural and sexual abuses to which children in their care were being subjected at Residential Schools during the Class Period;
- (d) the failure to provide the necessities of life to Survivor Class Members in their care in Residential Schools during the Class Period;
- (e) the knowing cover up of the existence of systematic and widespread abuse of Aboriginal Persons at Residential Schools during the Class Period;
- (f) the deprivation of Survivor Class Members in their care of their languages, as well as their religious and cultural beliefs and practices;
- (g) the failure to provide Survivor Class Members with an adequate or useful education;
- (h) the deprivation of Survivor Class members of contact with their families and of the essential elements of a healthy childhood;
- (i) the conspiracy to eradicate aboriginal culture through the Residential School System;
- (j) the failure to adequately or properly administer, manage and operate the Residential Schools;
- (k) the assault and battery of Survivor Class Members during the Class Period;
- (l) the breach of its fiduciary duties to the Survivor Class members and Family Class members by reason of the misfeasances, malfeasances and omissions set out above;
- (m) the failure to inspect or audit the Residential Schools adequately or at all;
- (n) the failure to implement an adequate system of evaluation, monitoring and control of teachers, administrators and non-teaching staff of the Residential Schools during the Class Period;

- (o) the failure to periodically reassess their procedures and guidelines for Residential Schools when they knew or ought to have known of serious systemic failures in the Residential Schools during the Class Period;
- (p) the deprivation and reduction of the Class' capacity to parent and maintain normal marital and family ties;
- (q) the making of agreements with its agents to suppress information about abuses occurring in the Residential Schools; and
- (r) the failure to advance claims against Canada for compensation on behalf of infant Aboriginal persons or deceased Aboriginal persons in a timely manner, or at all.

97. Canada, through its employees, agents or representatives breached its duty of care to protect the Class from sexual abuse by the student perpetrators while those particular Plaintiffs and the Class were attending and residing at the school in the care of a particular Defendant with the result that the student perpetrators did in fact commit sexual abuse upon certain Plaintiffs and the Class.

98. Canada breached its fiduciary duties to the Plaintiffs and the Class and their families by failing to take the steps set out in the preceding paragraph to protect the Class from sexual abuse.

99. In breach of its ongoing fiduciary duty to the Class, Canada failed and continues to fail, to adequately remediate the damage caused by its failures and omissions set out herein. In particular, Canada has failed to take adequate measures to ameliorate the cultural, linguistic and social damage suffered by the class, and further has failed to provide compensation for the physical, sexual and emotional abuse suffered by the Class.

I. CHURCHES' BREACH OF DUTIES TO THE CLASS MEMBERS

100. From the inception of the Residential School system, and until 1969, many Residential Schools throughout Canada were controlled and operated by the Churches. The Churches were responsible for the day-to-day operation and administration of the Residential Schools, including, but not limited to:

- (a) admission and transportation of Class Members to the Residential Schools;
- (b) the living conditions within the Residential Schools;
- (c) the selection, hiring, supervision, discipline and dismissal of staff employed at the Residential Schools;
- (d) academic, religious and moral teaching of the Survivor Class Members and the Deceased Class Members;
- (e) school curriculum at the Residential Schools; and
- (f) the supervision, day to day care, guidance and discipline of the Survivor Class Members and the Deceased Class Members.

101. The Plaintiffs plead and rely upon the allegations contained in paragraphs * through * above with respect to the liability of the Churches.

102. In particular, the Churches:

- (a) breached their duties in *loco parentis*;
- (b) breached their fiduciary duties by,
 - (i) permitting unqualified individuals to hire servants, agents and employees to administer and operate the residential school;
 - (ii) failing to properly supervise and train their servants, agents and employees to administer and operate the residential school;
 - (iii) failing to have a policy or guidelines, or periodically reassess their procedures and guidelines, for residential schools;
 - (iv) failing to establish procedures governing the care, custody, control and supervision by their servants, agents and employees over the Plaintiffs;
 - (v) failing to adequately observe the gross misconduct of agents, servants or employees of the residential school;
 - (vi) employing incompetent and immoral servants, agents and employees ;
 - (vii) failing to protect the Class Members from harm;
 - (viii) depriving the Class Members of contact with their families and the necessities of life;
 - (ix) failing to protect the Class Members from physical, psychological, emotional and sexual abuses;

- (x) failure in general to take proper and reasonable steps to prevent injury to the Plaintiffs physical health and mental well being and moral safety while at the residential schools;
- (xi) failing to educate the Class Members in even the most basic of academic skills;
- (xii) using the Class Members for manual labour;
- (xiii) conspiring with the Crown to remove the Class Members entirely from their aboriginal cultural;
- (xiv) failing to adequately inspect or audit the residential schools;
- (xv) failing to monitor, supervise, detect or report abuse or, alternatively, suppressed information concerning abuse;
- (xvi) breached the Aboriginal Rights and Treaty Rights of the Class Members; and
- (xvii) breached their duties of trust they owed to the Class Members.

J. DAMAGES

103. As a consequence of the negligence and breach of duty and breach of a non-delegable or fiduciary duty and intentional infliction of harm by Canada and its agents, for whom Canada is vicariously liable, and the Churches for whom Canada is in law responsible, the Survivor Class Members and the Deceased Class Members, including the Representative Plaintiffs, suffered injury and damages including:

- (a) isolation from family and community;
- (b) prohibition of the use of Aboriginal language and the practice of Aboriginal religion and culture and the consequential loss of facility and familiarity with Aboriginal language, religion and culture;
- (c) forced confinement;
- (d) assault and battery;
- (e) sexual abuse;
- (f) emotional abuse;
- (g) psychological abuse;

- (h) deprivation of the fundamental elements of an education;
- (i) an impairment of mental and emotional health amounting to a severe and permanent disability;
- (j) an impaired ability to trust other people or to form or sustain intimate relationships;
- (k) a propensity to addiction;
- (l) an impaired ability to participate in normal family life;
- (m) an impaired ability to control anger and rage;
- (n) alienation from family, spouses and children;
- (o) an impaired ability to enjoy and participate in recreational, social, athletic and employment activities;
- (p) an impairment of the capacity to function in the work place and a permanent impairment in the capacity to earn income;
- (q) the need for ongoing psychological, psychiatric and medical treatment for illnesses and other disorders resulting from the Residential School experience;
- (r) sexual dysfunction;
- (s) depression, anxiety and emotional dysfunction;
- (t) suicidal ideation;
- (u) pain and suffering;
- (v) deprivation of the love and guidance of parents and siblings;
- (w) loss of self-esteem and feelings of degradation;
- (x) sense of shame, fear and loneliness;
- (y) nightmares, flashbacks and sleeping problems;
- (z) fear, humiliation and embarrassment as a child and adult, and sexual confusion and disorientation as a child and young adult;
- (aa) impaired ability to express emotions in a normal and healthy manner;
- (bb) loss of ability fulfill cultural duties;
- (cc) loss of ability to live in community; and
- (dd) constant and intense emotional, psychological pain and suffering.

104. As a consequence of the negligence and breach of duty and breach of a non-delegable or fiduciary duty and intentional infliction of harm by Canada and its agents, for whom Canada is vicariously liable, and the Churches and their agents, for whom Canada is in law responsible, the Family Class Members, including the Representative Plaintiffs, suffered injury and damages including:

- (a) they were separated and alienated from Survivor Class Members and the Deceased Class Members for the duration of their confinement in Residential Schools;
- (b) their relationships with Survivor Class Members and Deceased Class Members were impaired, damaged and distorted as the result of the experiences of Survivor Class members and the Deceased Class Members in Residential Schools;
- (c) they suffered abuse from Survivor Class members and Deceased Class members as a direct consequence of their Residential School experience;
- (d) they were unable to resume normal family life and experience with Survivor Class Members and Deceased Class Members after their return from Residential Schools;
- (e) they were deprived of pecuniary support from Survivor Class Members and Deceased Class Members as the direct and indirect consequence of impairments caused by the Residential School experience;
- (f) they incurred special and out-of-pocket expenses in their care of Survivor Class Members and Deceased Class Members and were required to provide support and medical care to Survivor Class Members and Deceased Class Members as a direct or indirect consequence of the Residential School experience; and,
- (g) their culture and language was undermined and in some cases eradicated by, amongst other things, as pleaded herein, the forced assimilation of Survivor Class Members and Deceased Class Members into non-aboriginal culture through the Residential Schools.

K. VICARIOUS LIABILITY

105. The Plaintiffs state that the Canada and the Churches are vicariously liable for the negligence, malfeasances and misfeasances of their servants, contractors, agents, officers and employees.

L. LIABILITY FOR BREACH OF TREATIES

106. The Plaintiffs plead that Canada was in breach of its various treaty obligations set out above through the Residential School System and experience and is liable for such breaches.

M. GROUNDS FOR PUNITIVE & EXEMPLARY DAMAGES

107. The Plaintiffs plead that Canada and the Churches, including their senior officers, directors, bureaucrats, ministers and executives, had specific and complete knowledge of the widespread physical, psychological, emotional, cultural and sexual abuses of Survivor Class Members which were occurring at Residential Schools during the Class Period. Despite this knowledge, Canada and the Churches continued to operate the schools and permit the perpetration of grievous harm to the Survivor Class Members.

108. In addition, Canada and the Churches deliberately planned the eradication of the language, religion and culture of Survivor Class Members and Family Class Members. Their actions were deliberate and malicious and in the circumstances, punitive, exemplary and aggravated damages are appropriate and necessary.

N. CONSTITUTIONALITY OF SECTIONS OF THE INDIAN ACT

109. The Plaintiffs plead that any section of the Act and its predecessors and any Regulation passed there under and any other statutes relating to Aboriginal Persons that provides or purports to provide the statutory authority for the forcible removal of the Survivor Class Members and Deceased Class Members from their families and communities or for the obligated attendance of the Survivor Class at Residential Schools is, in addition to the reasons set out in paragraph * above, in violation of sections 1 and 2 of the *Canadian Bill of Rights*, R.S.C. 1985, as well as sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* and should therefore be treated as having no force and effect. In particular, the Plaintiffs challenge the constitutionality

of sections 9 and 10 of the Act and superseded by subsequent legislation, and any Regulations past pursuant to section 113 through 118 of the Act and sections 114 through 122 of the Act.

O. APPROPRIATENESS OF A CLASS PROCEEDING

110. As described *supra*, the claims of the Class Members disclose reasonable causes of action against Canada and the Churches. Moreover, their collective claims raise a number of common issues, including, but not limited to:

- (a) by their operation or management of Residential Schools during the Class Period, did the Defendants breach a duty of care they owed to the Survivor Class and the Deceased Class to protect them from actionable physical or mental harm?
- (b) by their purpose, operation or management of Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Survivor Class and the Deceased Class or the aboriginal or treaty rights of the Survivor Class and the Deceased Class to protect them from actionable physical or mental harm?
- (c) by their purpose, operation or management of Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Family Class?
- (d) if the answer to any of these common issues is yes, can the Court make an aggregate assessment of the damages suffered by all Class members of each class as part of the common trial?

111. Further, a class proceeding is a preferable procedure for the resolution of the common issues as in the vast majority of cases, it would be prohibitively expensive for individual members of the Class to be required to bring separate actions.

112. As there are thousands of Class Members, individual litigation would be repetitive for the parties, especially for Canada and the Churches. Individual litigation would also place an unworkable burden on the judicial system.

113. A class proceeding will greatly increase efficiency for the Class Members, Canada, the Churches and the court, since, in this way, the common issues can be determined in one

proceeding in a court-managed setting with all relevant expert witnesses being required to attend and testify once as opposed to each plaintiff having to prove liability through the calling of experts in multiple actions. The enormous cost savings of proceeding by way of a class proceeding are obvious. Further, the prosecution of several separate individual actions would create the risk of inconsistent or varying adjudications.

114. The claims pursued within this class proceeding are of such a nature that, in the absence of a class proceeding, it is likely that most Class Members would not have access to justice in any meaningful way. It is anticipated that many would not bring their claims forward because of the risks, costs, delays and, in many cases, the amount of damages involved. Moreover, in this case, the Class Members, are by definition, vulnerable and disadvantaged individuals, which further hampers their individual ability pursue their claims on case by case basis.

115. The proposed representatives, who reside in every jurisdiction in which a Residential School operated during the Class Period, and who were subjected to a vast variety of actionable breaches by Canada and the Churches, can fairly and adequately represent the Class and do not have an interest in conflict with the interests of the other Class Members. Their claims are typical of the class as a whole.

116. The Plaintiffs plead and rely upon the following:

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, ss. 3, 21, 22, and 23;

Canadian Charter of Rights and Freedoms, ss. 7, 15 and 24;

Constitution Act, 1982, s. 35(1), being Schedule "B" to the *Canada Act, 1982* (U.K.), c. 11.

The Family Law Act (Ontario), R.S.O. 1990, c. F. 3, s. 61;

Fatal Accidents Act (Manitoba), C.C.S.M., c. F50, s.2;

Fatal Accidents Act (Saskatchewan), R.S.S. 1978, c F-11, ss. 3 and 4;

Fatal Accidents Act (Alberta), R.S.A. 2000, c. F-8, ss. 2 and 3;

Family Compensation Act (British Columbia), R.S.B.C. 1996, c. 126, ss. 2 and 3;

Fatal Accidents Act (Yukon), R.S.Y. 2002, c. 86, ss. 2 and 3;

Fatal Accidents Act (Northwest Territories and Nunavut), R.S.N.W.T. 1988, c. F-3, ss. 2 and 3;

Civil Code of Québec, Articles 1457, 1607 and 1611 C.C.Q.;

The Negligence Act (Ontario), R.S.O. 1990, c. N. 1;

The Tortfeasors and Contributory Negligence Act (Manitoba), C.C.S.M. c. T90;

Contributory Negligence Act (Saskatchewan), R.S.S. 1978, c. C-31;

Contributory Negligence Act (Alberta), R.S.A. 2000, c. C-27;

Negligence Act (British Columbia), R.S.B.C. 1996, c. 333;

Contributory Negligence Act (Yukon), R.S.Y. 2002, c. 42;

Contributory Negligence Act (Northwest Territories and Nunavut), R.S.N.W.T. 1988, c. C-18;

The Canadian Bill of Rights, R.S.C. 1985, App. III, Preamble, ss. 1 and 2;

Code of Civil Procedure (Québec), R.S.Q. c. C-25, Articles 999-1051;

Class Proceedings Act, (Ontario), S.O. 1992, c. 6;

The Class Proceedings Act (Manitoba), C.C.S.M., c. C130;

The Class Actions Act (Saskatchewan), S.S. 2001, c. C-12.01;

Class Proceedings Act (Alberta), S.A. 2003, c. C-16.5;

Class Proceedings Act (British Columbia), R.S.B.C. 1996, c. 50;

Judicature Act (Yukon), R.S.Y. 2002, c. 128, s. 38;

Court Rules Act (British Columbia), R.S.B.C. 1996, C.80; *Supreme Court Rules*, B.C. Reg. 221/90, Rule 5(11);

Judicature Act (Northwest Territories), R.S.N.W.T. 1998, c. J-1; *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg. 010-96; and

Nunavut Act (Canada), S.C. 1993, c. 28, s. 29.

The Indian Act, S.C. 1951, c. 29, ss. 113-118;

The Indian Act, R.S.C. 1927, c. 98, ss. 9-10; and,

The Indian Act, R.S.C. 1985, ss. 2(1), 3, 18(2), 114-122.

International Treaties:

Convention on the Prevention and Punishment of the Crime of Genocide, Approved and proposed for signature and ratification or accession by General Assembly resolution 260 A (III) of 9 December 1948 *entry into force* 12 January 1951, in accordance with article XIII;

Convention on the Rights of the Child, Adopted and opened for signature, ratification and accession by General Assembly resolution 44/25 of 20 November 1989 *entry into force* 2 September 1990, in accordance with article 49; and,

International Covenant on Civil and Political Rights, Adopted and opened for signature, ratification and accession by General Assembly resolution 2200A (XXI) of 16 December 1966, *entry into force* 23 March 1976, in accordance with Article 49.

Numbered Treaties in Canada

- Treaty No. 1 – August 1871 (*Post-Confederation*)
- Treaty No. 2 – August 1871 (*Post-Confederation*)
- Treaty No. 3 – October 1873 (*Post-Confederation*)
- Treaty No. 4 – September 1874 (*Post-Confederation*)
- Treaty No. 5 – September 1875 (*Post-Confederation*)
- Treaty No. 6 – August-September 1876 (*Post-Confederation*)
- Treaty No. 7 – September 1877 (*Post-Confederation*)
- Treaty No. 8 – June 1899 (*Post-Confederation*)
- Treaty No. 9 – James Bay Treaty – July 1905 (*Post-Confederation*)
- Treaty No. 10 – August 1906 (*Post-Confederation*)
- Treaty No. 11 – June 1921 (*Post-Confederation*)

Named Treaties in Canada

- Peace and Friendship Treaties (1725-1779) (*Pre-Confederation*)
- Upper Canada Treaties (1764-1836) (*Pre-Confederation*)
- Robinson-Superior Treaty, 1850 (*Pre-Confederation*)
- Robinson-Huron Treaty, 1850 (*Pre-Confederation*)
- The Manitoulin Treaty, 1862 (*Pre-Confederation*)
- Vancouver Island Treaties (1850-1854 the Douglas Treaties) (*Pre-Confederation*)
- The Williams Treaties (1923): The Chippewa Indians and The Mississauga Indians (*Post-Confederation*)

Place of Trial

117. The Plaintiffs propose that this action be tried at the City of Montréal, in the Province of Québec.

March 1, 2007

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SCHEDULE "A"

ANGLICAN CHURCH ENTITIES

1. THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA		
Schools and Dates of Involvement:		
Metlakatla	Metlakatla, BC	1891-1962
St. George's	Lytton, BC	1901-1969
St. Michael's	Alert Bay, BC	1878-1962
Yale (All Hallows Boarding School)	Yale Station, Fraser River, BC	1884-1920
Lesser Slave Lake (St. Peter's)	Lesser Slave Lake, AB	1900-1932
Old Sun (Blackfoot IRS)	Gleichen, Blackfoot Reserve, AB	1929-1971
Sarcee Boarding School	Sarcee Junction, AB	1894-1930
St. Cyprian	Brocket, Peigan Reserve, AB	1892-1961
St. Paul's Boarding School (Blood)	Blood Reserve, AB	1880-1975
Wabasca (St. John's IRS)	Wabasca, AB	1895-1966
Whitefish Lake, (St. Andrew's IRS)	St. Andrew's Mission, AB	1895-1950
Battleford Industrial School	Battleford, SK	1883-1943
Emmanuel College	Prince Albert, SK	1865-1923
Gordon's Residential School	Gordon's Reserve, SK	1889-1975
Lac la Ronge (Prince Albert)	La Ronge, SK	1914-1969
Onion Lake (St. Barnabas, Prince Albert)	Makao's Reserve, SK	1893-1951
Prince Albert (All Saints/St. Alban's)	Prince Albert, SK	1951-1964
Elkhorn (Washakada)	Elkhorn, MB	1889-1949
Mackay (Dauphin)	The Pas Reserve, MB Dauphin, MB	1915-1933 1957-1988
Montreal Lake	Montreal Lake, SK	

Chapleau (St. Joseph's, St. John's)	Chapleau, ON	1907-1950
Mohawk Institute	Brantford, ON	1850-1969
Moose Factory (Horden Hall, Moose Fort)	Moose Island, ON	1907-1963
Pelican Lake	Sioux Lookout, ON	1927-1973
THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA		
Schools and Dates of Involvement:		
Shingwauk	Sault Ste. Marie, ON	1877-1971
Fort George	Fort George, QC	1934-1979
La Tuque	La Tuque, QC	1962-1980
Carcross, Chooultla IRS	Carcross, YT	1911-1969
St. Paul's Hostel	Dawson, YT	1920-1943
Yukon Hostel	Whitehorse, YT	1959-1986
All Saints (Aklavik IRS)	Aklavik, NT	1936-1959
Fort MacPherson Residence	Fort MacPherson, NT	1898-1970
Fort Simpson Hostel/Bompass Hall	Fort Simpson, NT	1920-1970
Hay River	Hay River – Treaty 8, NT	1898-1949
Stringer Hall	Inuvik, NT	
Coppermine Hostel	Coppermine, NU	
Schools and Dates of Involvement:		
<p>The General Synod of the Anglican Church of Canada was incorporated in or about 1921 as an organization of members operating for the common purpose of practising and promoting the Anglican religious faith in Canada. Its members include the various Dioceses described below, and the Missionary Society of the Anglican Church of Canada. Its members operated and managed the schools described above, often pursuant to written agreements with Crown. Its members also provided principals, teachers, and domestic staff and religious and academic training to students. These activities were performed under the direction and supervision of the General Synod of the Anglican Church of Canada, for the purposes of the General Synod of the Anglican Church of Canada in promoting the Anglican faith in Canada.</p>		

2. THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA		
Schools and Dates of Involvement:		
Metlakatla	Metlakatla, BC	1891-1962
St. George's	Lytton, BC	1901-1969
St. Michael's	Alert Bay, BC	1878-1962
Yale (All Hallows Boarding School)	Yale Station, Fraser River, BC	1884-1920
Lesser Slave Lake (St. Peter's)	Lesser Slave Lake, AB	1900-1932
THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA		
Schools and Dates of Involvement:		
Old Sun (Blackfoot IRS)	Gleichen, Blackfoot Reserve, AB	1929-1971
Sarcee Boarding School	Sarcee Junction, AB	1894-1930
St. Cyprian	Brocket, Peigan Reserve, AB	1892-1961
St. Paul's Boarding School (Blood)	Blood Reserve, AB	1880-1975
Wabasca (St. John's IRS)	Wabasca, AB	1895-1966
Whitefish Lake, (St. Andrew's IRS)	St. Andrew's Mission, AB	1895-1950
Battleford Industrial School	Battleford, SK	1883-1943
Emmanuel College	Prince Albert, SK	1865-1923
Gordon's Residential School	Gordon's Reserve, SK	1889-1975
Lac la Ronge (Prince Albert)	La Ronge, SK	1914-1969
Onion Lake (St. Barnabas, Prince Albert)	Makao's Reserve, SK	1893-1951
Prince Albert (All Saints/St. Alban's)	Prince Albert, SK	1951-1964
Elkhorn (Washakada)	Elkhorn, MB	1889-1949
Mackay (Dauphin)	The Pas Reserve, MB Dauphin, MB	1915-1933 1957-1988
Montreal Lake	Montreal Lake, SK	
Chapleau (St. Joseph's, St. John's)	Chapleau, ON	1907-1950

Mohawk Institute	Brantford, ON	1850-1969
Moose Factory (Horden Hall, Moose Fort)	Moose Island, ON	1907-1963
Pelican Lake	Sioux Lookout, ON	1927-1973
Shingwauk	Sioux Lookout, ON	1927-1973
Fort George	Sault Ste. Marie, ON	1877-1971
	Fort George, QC	1934-1979
La Tuque	La Tuque, QC	1962-1980
Carcross, Chooultla IRS	Carcross, YT	1911-1969
St. Paul's Hostel	Dawson, YT	1920-1943
Yukon Hostel	Whitehorse, YT	1959-1986
All Saints (Aklavik IRS)	Aklavik, NT	1936-1959
Fort MacPherson Residence	Fort MacPherson, NT	1898-1970
THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA		
Schools and Dates of Involvement:		
Fort Simpson Hostel/Bompass Hall	Fort Simpson, NT	1920-1970
Hay River	Hay River – Treaty 8, NT	1898-1949
Stringer Hall	Inuvik, NT	
Coppermine Hostel	Coppermine, NU	
Particulars of Involvement:		
<p>The Missionary Society of the Anglican Church of Canada was incorporated in or about 1903 as an organization of all members of the General Synod of the Anglican Church of Canada. It was the corporate vehicle through which missionary work of the General Synod of the Anglican Church of Canada was undertaken from at least 1903 to at least 1969. This missionary work included the management and operation of the schools described above, often pursuant to written agreements with the Crown.</p>		
3. THE INCORPORATED SYNOD OF THE DIOCESE OF ALGOMA		
Schools and Dates of Involvement:		
Shingwauk	Sault Ste. Marie, ON	1877-1971

Particulars of Involvement:		
This Diocese was responsible for the management, operation, and staffing of the school described above, at times in conjunction with the Missionary Society of the Anglican Church of Canada. The Incorporated Synod of the Diocese of Algoma, through the Bishop of Algoma, entered into an agreement with the Crown in 1911 to support, maintain and educate Indian children at the school.		
4. THE SYNOD OF THE DIOCESE OF ATHABASCA		
Schools and Dates of Involvement:		
Lesser Slave Lake	Lesser Slave Lake, AB	1900-1932
St. John's (Wabasca)	Wabasca, AB	1895-1966
St. Andrew's (Whitefish Lake)	St. Andrew's Mission, AB	1895-1950
Fort Simpson	Fort Simpson, NT	1920-1970
THE SYNOD OF THE DIOCESE OF ATHABASCA		
Particulars of Involvement:		
This Diocese, through the Bishop of Athabasca, entered into agreements with the Crown in 1911 to support, maintain and educate Indian children at least at St. John's and St. Andrew's schools. Prior to January 1, 1923, and after March 31, 1969, this Diocese was responsible for the management, operation and staffing of all of the above-described schools. In the intervening years, this responsibility rested with the Missionary Society of the Anglican Church of Canada.		
5. THE ANGLICAN SYNOD OF THE DIOCESE OF BRANDON		
Schools and Dates of Involvement:		
Elkhorn	Elkhorn, MB	1889-1949
Mackay (Dauphin)	The Pas Reserve, MB	1915-1933
	Dauphin, MB	1957-1988
Particulars of Involvement:		
This Diocese was established in or about 1913 and incorporated in or about 1925. It was responsible for the management, operation and staffing of the above-described schools, at times in conjunction with the Missionary Society of the Anglican Church of Canada.		
6. THE SYNOD OF THE DIOCESE BRITISH COLUMBIA		
Schools and Dates of Involvement:		

St. Michael's	Alert Bay, BC	1891-1962
Particulars of Involvement:		
This Diocese was responsible for the management, operation and staffing of the above-described school, at times in conjunction with the Missionary Society of the Anglican Church of Canada. This Diocese, through the Bishop of Columbia, entered into an agreement with the Crown in 1911 to support, maintain and educate Indian children at the school. The Anglican Synod of the Diocese of British Columbia provided childcare workers, teachers and cooks to staff the school.		
7. THE SYNOD OF THE DIOCESE OF CALGARY		
Schools and Dates of Involvement:		
Old Sun	Gleichen, Blackfoot Reserve, AB	1929-1971
Sarcee Boarding School	Sarcee Junction, AB	1894-1930
St. Cyprian	Brocket, Peigan Reserve, AB	1892-1961
St. Paul's Boarding School (Blood)	Blood Reserve, AB	1880-1975
Particulars of Involvement:		
This Diocese, through the Bishop of Calgary, entered into agreements with the Crown in or about 1912 to support, maintain and educate Indian children at least at Old Sun, Sarcee and St. Paul's (Blood) schools. Prior to 1919, and after March 31, 1969, this Diocese provided chaplaincy and other services to some of the above-described schools. In the intervening years, the responsibility for the schools rested with the Missionary Society of the Anglican Church of Canada.		
8. THE SYNOD OF THE DIOCESE OF CARIBOO		
Schools and Dates of Involvement:		
St. George's	Lytton, BC	1915-1969
Particulars of Involvement:		
This Diocese was responsible for or involved in the management, operation and staffing of the above-described school.		
9. THE INCORPORATED SYNOD OF THE DIOCESE OF HURON		
Particulars of Involvement:		
This Diocese was responsible for the religious works of the General Synod of the Anglican Church of Canada in the district where the above-described school was located. This included responsibility for religious activities carried on at the school and the religious instruction of the students. The Incorporated Synod of the Diocese of Huron oversaw the management, operation and staffing of the school, through the principal, who was an Anglican clergyman, and through		

an advisory committee.		
10. THE SYNOD OF THE DIOCESE OF KEEWATIN		
Schools and Dates of Involvement:		
Pelican Lake	Sioux Lookout, ON	1927-1973
Particulars of Involvement:		
This Diocese, through the Bishop of Keewatin, proposed the establishment of the above-described school. It was responsible for the religious works of the General Synod of the Anglican Church of Canada in the district where the school was located, which included the religious activities which were carried on at the school. It was responsible for or involved in the management, operation and staffing of the school, at times in conjunction with the Missionary Society of the Anglican Church of Canada.		
11. THE DIOCESE OF MOOSONEE		
Schools and Dates of Involvement:		
Moose Factory (Bishop Horden)	Moose Island, ON	1907-1963
Fort George	Fort George, QC	1934-1979
Chapleau	Chapleau, ON	1907-1950
Particulars of Involvement:		
This Diocese, through the Bishop of Moosonee, entered into agreements with the Crown in or about 1911 to support, maintain, and educate Indian Children at least at Moose Factory and Chapleau schools. It was responsible for the management, operation and staffing of the above-described schools, at times in conjunction with the Missionary Society of the Anglican Church of Canada.		
12. THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER		
Schools and Dates of Involvement:		
Yale (All Hallows)	Yale, BC	1884-1920
Particulars of Involvement:		
This Diocese, through the Bishop of New Westminster, entered into an agreement with the Crown in or about 1911 to support, maintain and educate Indian children at the above-described school.		
13. THE SYNOD OF THE DIOCESE OF QU'APPELLE		

Schools and Dates of Involvement:		
Gordon's Residential School	Gordon's Reserve, SK	1889-1969
Particulars of Involvement:		
This Diocese, through the Bishop of Qu'Appelle, entered into an agreement with the Crown in or about 1911 to support, maintain and educate Indian children at the above-described school. It was responsible for the management, operation and staffing of the school, at times in conjunction with the Missionary Society of the Anglican Church of Canada.		
14. THE DIOCESE OF SASKATCHEWAN		
Schools and Dates of Involvement:		
Battleford Industrial School	Battleford, SK	1883-1943
Lac la Ronge	La Ronge, SK	1914-1947
Onion Lake	Makao's Reserve, SK	1893-1951
Prince Albert (All Saints/St. Alban's)	Prince Albert, SK	1951-1964
Particulars of Involvement:		
This Diocese, through the Bishop of Saskatchewan, entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at least at Lac la Ronge and Onion Lake schools. This Diocese was responsible for the management, operation and staffing of the above-described schools, at times in conjunction with the Missionary Society of the Anglican Church of Canada.		
15. THE SYNOD OF THE DIOCESE OF YUKON		
Schools and Dates of Involvement:		
Carcross	Carcross, YT	1911-1969
St. Paul's Hostel	Dawson, YT	1920-1943
Hay River	Hay River, NT	1898-1949
THE SYNOD OF THE DIOCESE OF YUKON		
Particulars of Involvement:		
This Diocese, through the Bishop of Yukon, entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at least at Carcross and Hay River schools. The Synod of the Diocese of Yukon was responsible for the management, operation and staffing of the above-described schools, at times in conjunction with the Missionary Society of the		

Anglican Church of Canada.		
16. THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND(ALSO KNOWN AS THE NEW ENGLAND COMPANY)		
Schools and Dates of Involvement:		
St. George's	Lytton, BC	1901-1979
Mohawk Institute	Brantford, ON	1828-1969
Particulars of Involvement:		
This corporation established and operated the above-described schools, at least until 1922. It entered into an agreement with the Crown in 1911 to support, maintain and educate Indian children at least at Mohawk school. It owned the lands and school buildings and entered into lease agreements with the Crown in respect of the schools in 1922 and 1947. It maintained influence over the management, operation and religious education at the schools.		
PRESBYTERIAN CHURCH ENTITIES		
17. THE PRESBYTERIAN CHURCH IN CANADA		
Schools and Dates of Involvement:		
Ahousaht	Ahousaht, BC	1901-1925
Alberni	Port Alberni, BC	1920-1925
Stoney Plain	AB	
Crowstand	Kamsack, SK	
File Hills	Balcarres, SK	1889-1925
Muscowepetung	SK	
Regina	Regina, SK	
Round Lake	Stockholm, SK	1886-1925
Birtle	Birtle, MB	1889-1970
Portage la Prairie	Portage la Prairie, MB	1895-1925
Cecilia Jeffrey	Kenora, ON	1900-1962
Particulars of Involvement:		
The Presbyterian Church in Canada is an unincorporated association of members operating for		

the common purpose of practising and promoting the Presbyterian faith in Canada. Its members include the Trustee Board and the Board of Home Missions of the Presbyterian Church in Canada, which operated the above-described schools under the supervision of the Presbyterian Church in Canada and for the purposes of the Presbyterian Church in Canada in promoting the Presbyterian faith in Canada.		
18. THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA		
Schools and Dates of Involvement:		
same as above		
Particulars of Involvement:		
The Trustee Board of the Presbyterian Church in Canada is a corporation incorporated in 1939. It operated the above-described schools on behalf of the Presbyterian Church in Canada. It was responsible for the management, operation and staffing of the schools.		
19. THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA		
Schools and Dates of Involvement:		
same as above		
Particulars of Involvement:		
The Foreign Mission of the Presbyterian Church in Canada was responsible for missionary work of the Presbyterian Church in Canada to aboriginal peoples. It reported to the General Assembly of the Presbyterian Church in Canada. The Foreign Mission entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at least at Alberni, Birtle, Cecilia Jeffrey, Crowstand, File Hills and Round Lake schools.		
20. BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA		
Schools and Dates of Involvement:		
same as above		
Particulars of Involvement:		
The Board of Home Missions and Social Services of the Presbyterian Church in Canada operated some of the above-described schools on behalf of the Presbyterian Church in Canada.		
21. THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA		
Schools and Dates of Involvement:		
Birtle	Birtle, MB	1962-1970

Cecilia Jeffrey	Kenora, ON	1962-1966
Particulars of Involvement:		
The Women's Missionary Society of the Presbyterian Church in Canada entered into agreement with the Crown in or about 1962 to operate the above-described schools. The Women's Missionary Society of the Presbyterian Church in Canada reported to the General Assembly of the Presbyterian Church in Canada.		

UNITED CHURCH ENTITIES

22. THE UNITED CHURCH OF CANADA		
Schools and Dates of Involvement:		
Ahousaht	Ahousaht, BC	1925-1950
Alberni	Port Alberni, BC	1925-1973
Coqualeetza	Chilliwack, BC	1925-1937
Kitimaat	Kitimaat, BC	
Edmonton	Edmonton, AB	1925-1968
Morley	Morley, AB	1925-1969
File Hills	Balcarres, SK	1925-1949
Round Lake	Stockholm, SK	1925-1950
Brandon	Brandon, MB	1925-1972
Norway House	Norway House, MB	1925-1967
Portage la Prairie	Portage la Prairie, MB	1925-1975
Mount Elgin	Muncey Town, ON	1925-1946
Particulars of Involvement:		
The United Church of Canada was incorporated in or about 1924. In 1925 it assumed responsibility for the above-described schools, which had previously been managed or operated by the Presbyterian Church in Canada or the Methodist Church of Canada. The United Church of Canada was responsible for the management, operation and staffing of the schools, often through local home missions committees run by presbyteries and conferences. The United Church of Canada entered into agreements with the Crown in or about 1962 to manage and operate some of the above-described schools, including Alberni and Brandon.		
23. THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA		
Schools and Dates of Involvement:		

same as above																										
THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA																										
<p>Particulars of Involvement:</p> <p>The Board of Home Missions is the administrative division of the United Church of Canada with responsibility for social and religious work of the United Church, including the supervision and administration of missionary work. The Board of Home Missions was responsible for the operation of the above-described schools, under the by-laws of the United Church of Canada.</p>																										
24. THE METHODIST CHURCH OF CANADA																										
<p>Schools and Dates of Involvement:</p> <table> <tr> <td>Coqualeetza</td><td>Chilliwack, BC</td><td>1886-1925</td></tr> <tr> <td>Kitimaat</td><td>Kitimaat, BC</td><td>1883-1925</td></tr> <tr> <td>Port Simpson</td><td>Port Simpson, BC</td><td>1863-1925</td></tr> <tr> <td>Edmonton</td><td>Edmonton, AB</td><td>1924-1925</td></tr> <tr> <td>Morley</td><td>Morley, AB</td><td>1886-1925</td></tr> <tr> <td>Brandon</td><td>Brandon, MB</td><td>1892-1925</td></tr> <tr> <td>Norway House</td><td>Norway House, MB</td><td>1900-1925</td></tr> <tr> <td>Mount Elgin</td><td>Muncey Town, ON</td><td>1848-1925</td></tr> </table> <p>Particulars of Involvement:</p> <p>The Methodist Church of Canada was responsible for the management, operation and staffing of the above-described schools until 1925, when the Methodist Church of Canada merged with certain congregations of the Presbyterian Church to form the United Church of Canada. Thereafter, the United Church of Canada was responsible for the schools. The Methodist Church of Canada operated the schools through its Missionary Society, described below.</p>			Coqualeetza	Chilliwack, BC	1886-1925	Kitimaat	Kitimaat, BC	1883-1925	Port Simpson	Port Simpson, BC	1863-1925	Edmonton	Edmonton, AB	1924-1925	Morley	Morley, AB	1886-1925	Brandon	Brandon, MB	1892-1925	Norway House	Norway House, MB	1900-1925	Mount Elgin	Muncey Town, ON	1848-1925
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25. THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA																										
<p>Schools and Dates of Involvement:</p> <table> <tr> <td>File Hills</td><td>Balcarres, SK</td><td>1925-1949</td></tr> <tr> <td>Portage la Prairie</td><td>Portage la Prairie, MB</td><td>1926-1961</td></tr> </table>			File Hills	Balcarres, SK	1925-1949	Portage la Prairie	Portage la Prairie, MB	1926-1961																		
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<p>Particulars of Involvement:</p> <p>The Women's Missionary Society of the United Church of Canada was responsible for the management, operation and staffing of the above-noted schools.</p>																										
26. THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA																										

(ALSO KNOWN AS THE METHODIST MISSIONARY SOCIETY OF CANADA)		
Schools and Dates of Involvement:		
same as above		
Particulars of Involvement:		
The Missionary Society of the Methodist Church of Canada was the division of the Methodist Church of Canada responsible for the operation of the above-described schools. The Missionary Society entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at least at Mount Elgin, Kitimaat, Port Simpson and Norway House schools.		

ROMAN CATHOLIC CHURCH ENTITIES

BISHOPS, DIOCESES, AND EPISCOPAL CORPORATIONS		
27. THE ROMAN CATHOLIC BISHOP OF KAMLOOPS		
Schools and Dates of Involvement:		
Kamloops	Kamloops, BC	1947-1978
Cariboo	Williams Lake, BC	Post-1947
Particulars of Involvement:		
The Roman Catholic Bishop of Kamloops is a corporation sole incorporated in or about 1947. The Bishop of Kamloops was responsible for the management and operations of the above-described schools, and oversaw the staff.		
28. THE ROMAN CATHOLIC BISHOP OF THUNDER BAY		
Schools and Dates of Involvement:		
St. Mary's	Kenora, ON	1953-1962
Particulars of Involvement:		
The Roman Catholic Bishop of Thunder Bay is a corporation sole, which prior to 1970 was known as the Roman Catholic Bishop of Fort William. The Bishop was responsible for the management and operation of the above-described school, and oversaw the staff after 1953. Prior to then, the school was managed and operated by the Archbishop of St. Boniface.		
29. THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER		
Schools and Dates of Involvement:		

Cariboo	Williams Lake, BC	1909-1947
Kamloops	Kamloops, BC	1909-1947
St. Mary's	Mission City, BC	1911-1984
St. Paul's	North Vancouver, BC	1898-1959
Sechelt	Sechelt, BC	1909-1975
St. Eugene's	Cranbrook, BC	1909-1937
THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER		
Particulars of Involvement: The Roman Catholic Archbishop of Vancouver is a corporation sole. The Archbishop was responsible for the management, operation and staff of the above-described schools. The Archbishop entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at St. Mary's, St. Paul's and Sechelt schools.		
30. THE ROMAN CATHOLIC BISHOP OF VICTORIA		
Schools and Dates of Involvement:		
Christie	Tofino, BC	1900-1983
Kuper Island	Chemainus, BC	1891-1974
Particulars of Involvement: The Roman Catholic Bishop of Victoria was responsible for the management, operation and staff of the above-described schools.		
31. THE ROMAN CATHOLIC BISHOP OF NELSON		
Schools and Dates of Involvement:		
St. Eugene's	Cranbrook, BC	1937-1970
Particulars of Involvement: The Roman Catholic Bishop of Nelson was responsible for the management, operation and staff of the above-described schools.		
32. THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE		
Schools and Dates of Involvement:		
Coudert Hall	Whitehorse, YT	1962-1970
THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE		
Particulars of Involvement:		

The Catholic Episcopal Corporation of Whitehorse was incorporated in or about 1945 and was responsible for the management, operation and staff of the above-described schools.

33. LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD

Schools and Dates of Involvement:

Assumption	Hay Lakes Reserve, AB	1949-1965
Ft. Vermilion	Fort Vermilion, AB	1890-1961

Grouard	Grouard, AB	1894-1961
Joussard	Joussard, AB	1913-1969
St. Martin	Wabasca, AB	1901-1973
Sturgeon Lake	Sturgeon Lake, AB	1907-1957

Particulars of Involvement:

La Corporation Episcopale Catholique Romaine de Grouard was responsible for the management, operation and staff of the above-described schools. The Bishop of Athabaska, a predecessor to the Corporation Episcopale, entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at St. Martin and Sturgeon Lake schools. La Corporation Episcopale contracted with the Crown to construct school buildings and manage finances at Assumption and Grouard schools, at least until 1956.

34. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE – FORT SMITH

Schools and Dates of Involvement:

Fort Chipewyan	Fort Chipewyan, AB	1902-1974
Fort Resolution	Fort Resolution, NT	1902-1958
Fort Providence	Fort Providence, NT	1867-1953
Fort Simpson (La Pointe Hall)	Fort Simpson, NT	1960-1970
Immaculate Conception (Aklarik)	Aklarik, NT	1926-1958
Fort Smith (Breynat Hall)	Fort Smith, NT	1958-1970
Grollier Hall	Inuvik, NT	1957-1987

Particulars of Involvement:

The Episcopal Corporation of Mackenzie-Fort Smith was incorporated in or about 1913, and was responsible for the management, operation and staff of the above-described schools. The Vicarate of Mackenzie, a predecessor to the Episcopal Corporation, entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at Fort Resolution and Fort Providence schools. The Bishop of Athabaska entered into an agreement with the Crown in or about 1911 to support, maintain and educate Indian children at Fort Chipewyan

school.		
35. THE ARCHIEPISCOPAL CORPORATION OF REGINA		
Schools and Dates of Involvement:		
Lebret	Lebret, SK	1884-1975
Marieval	Grayson, SK	1899-1969
Muscowequan	Lestock, SK	1895-1969
Particulars of Involvement:		
The Archiepiscopal Corporation of Regina, through the Archbishop of Regina, was responsible for the management, operation and staff of the above-described schools.		
36. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN		
Schools and Dates of Involvement:		
Beauval	Lac la Plonge, SK	1906-1970
Sturgeon Landing	Sturgeon Landing, SK	1926-1958
Cross Lake	Cross Lake, MB	1915-1969
Guy Hill	The Pas, MB	1958-1974
Particulars of Involvement:		
The Roman Catholic Episcopal Corporation of Keewatin is a corporation sole incorporated in 1912 and consisting of the Archbishop of Keewatin-Le Pas and each of his successors. The Episcopal Corporation, through the Archbishop, was responsible for the management, operation and staff of the above-described schools. The Vicar Apostolic of the Diocese of Keewatin, a predecessor to the Episcopal Corporation, entered into an agreement with the Crown in or about 1911 to support, maintain and educate Indian children at Beauval school.		
37. THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG		
Schools and Dates of Involvement:		
Assiniboia	Winnipeg, MB	1957-1973
Brandon	Brandon, MB	1970-1972
Pine Creek	Pine Creek, MB	1915-1969
Sandy Bay	Sandy Bay, MB	1915-1970
THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG		
Particulars of Involvement:		
The Archiepiscopal Corporation of Winnipeg is a corporation sole incorporated in 1917 and		

consisting of the Archbishop of Winnipeg and each of his successors. The Archiepiscopal Corporation of Winnipeg, through the Archbishop, assumed responsibility for the management, operation and staff of the above-described schools after 1915, when the Archdiocese of Winnipeg was carved out of the Archdiocese of St. Boniface.

38. LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE

Schools and Dates of Involvement:

Fort Alexander	Fort Alexander, MB	1906-1970
Pine Creek	Pine Creek, MB	1891-1971
Sandy Bay	Sandy Bay, MB	1905-1970
St. Mary's	Kenora, ON	1935-1953
Fort Frances	Fort Frances, ON	1902-1974
St. Philip's	Kamsack, SK	1899-1914 1928-1969
Marieval (Cowesses)	Grayson, SK	1899-1969

Particulars of Involvement:

La Corporation Archiepiscopale Catholique de Saint-Boniface is a corporation sole consisting of the Archbishop of St. Boniface and each of his successors in the Archdiocese of St. Boniface. It was incorporated in 1871 in Manitoba, and in 1911 in Ontario. La Corporation Archiepiscopale, through the Archbishop, was responsible for the management, operation and staff of the above-described schools. The Archbishop of St. Boniface entered into agreements with the Crown in or about 1911 to support, maintain and educate Indian children at all of the above-described schools.

39. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY

Schools and Dates of Involvement:

St. Anne's	Fort Albany, ON	1936-1964
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Particulars of Involvement:

The Episcopal Corporation of James Bay is a corporation sole incorporated in or about 1940, which consists of the Bishop of Moosonee and each of his successors. The Episcopal Corporation, through the Bishop, was responsible for the management, operation and staff of the above-described school.

40. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

Schools and Dates of Involvement:		
Shubenacadie	Shubenacadie, NS	1930-1956
Particulars of Involvement:		
The Episcopal Corporation of Halifax, through the Archbishop of Halifax, was responsible for the management, operation and staff of the above-described school.		
41. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY		
Schools and Dates of Involvement:		
Chesterfield Inlet	Chesterfield, NU	1929-1970
THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY		
Particulars of Involvement:		
The Episcopal Corporation of Hudson's Bay is a corporation sole incorporated in or about 1938, consisting of the Bishop of Churchill-Hudson Bay. The Episcopal Corporation, through the Bishop, was responsible for the management, operation and staff of the above-described school.		
42. LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT		
Schools and Dates of Involvement:		
Duck Lake (St. Michael's)	Duck Lake, SK	1892-1969
Particulars of Involvement:		
La Corporation Episcopale Catholique Romaine de Prince Albert, through the Bishop of Prince Albert, was responsible for the management, operation and staff of the above-described school.		
43. THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT		
Schools and Dates of Involvement:		
Lejac	Fraser Lake, BC	1924-1976
Particulars of Involvement:		
The Roman Catholic Episcopal Corporation of Prince Rupert was incorporated in 1924. Through the Bishop of Prince George, it was responsible for the management, operation and staff of the above-described school.		
ORDERS – MALE		
44. THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE		

OF BRITISH COLUMBIA		
Schools and Dates of Involvement:		
Cariboo	Williams Lake, BC	1891-1981
Christie	Tofino, BC	1938-1976
Cranbrook	Cranbrook, BC	1890-1970
Kamloops	Kamloops, BC	1890-1978
Kuper Island	Chemainus, BC	1957-1975
Lejac	Fraser Lake, BC	1910-1976
Lower Post	Watson Lake, YT	1941-1975
St. Mary's	Mission City, BC	1861-1984
St. Paul's	North Vancouver, BC	1898-1959
Sechelt	Sechelt, BC	1924-1975
Particulars of Involvement:		
The Oblates of Mary Immaculate in the Province of British Columbia supplied the principals, teachers, and residence workers and managed the day-to-day operations of the above-described schools under the authority of the Bishops or Archbishops of the local dioceses.		
45. THE MISSIONARY OBLATS– GRANDIN PROVINCE		
Schools and Dates of Involvement:		
Assumption	Hay Lakes Reserve, AB	1951-1970
Blue Quills	Blue Quills, AB	1931-1970
Crowfoot	Blackfoot Reserve, AB	1934-1968
Ermineskin	Ermineskin Reserve, AB	1916-1973
Fort Chipewyan	Fort Chipewyan, AB	1902-1974
Fort Vermilion	Fort Vermilion, AB	1890-1961
Grouard	Grouard, AB	1923-1962
Joussard	Joussard, AB	1913-1956
Sacred Heart	Peigan Reserve, AB	1895-1961
St. Albert's	Sturgeon River, AB	1876-1948
St. Anthony's	Onion Lake, SK	1934-1958
St. Martin's	Wabasca, AB	1901-1973
St. Mary's	Blood Reserve, AB	1926-1970

Sturgeon Lake	Sturgeon Lake, AB	1907-1957
Fort Providence	Fort Providence, NT	1867-1960
Fort Resolution	Fort Resolution, NT	1902-1958
Fort Simpson (La Pointe Hall)	Fort Simpson, NT	1960-1970
Fort Smith (Breynat Hall)	Fort Smith, NT	1958-1970
Grolier Hall	Inuvik, NT	1959-1987
Immaculate Conception	Aklavik, NT	1926-1959
St. Joseph's (Dunbow)	High River, AB	1882-1922
St. Michaels	Duck Lake, SK	1892-1969
Thunderchild	Delmas, SK	1907-1948
Particulars of Involvement:		
The Oblates of Mary Immaculate – Grandin Province supplied the principals, teachers, and residence workers and managed the day-to-day operations of the above-described schools under the authority of the Bishops or Archbishops of the local dioceses.		
46. LES OBLATS DE MARIE IMMACULEE DU MANITOBA OR THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF MANITOBA		
Schools and Dates of Involvement:		
Beauval	Lac la Plonge, SK	1906-1970
Lebret	Lebret, SK	1884-1974
Marieval	Grayson, SK	1899-1969
Muscowequan	Lestock, SK	1895-1969
St. Philip's	Kamsack, SK	1899-1914
Sturgeon Landing	Sturgeon Landing, SK	1926-1958
Thunderchild	Delmas, SK	1901-1948
Assiniboia	Winnipeg, MB	1957-1979
Brandon	Brandon, MB	1970-1975
Cross Lake	Cross Lake, MB	1915-1942
LES OBLATS DE MARIE IMMACULEE DU MANITOBA OR THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF MANITOBA		
Schools and Dates of Involvement:		
Fort Alexander	Fort Alexander, MB	1906-1970
Guy Hill	The Pas, MB	1958-1974

Norway House	Norway House, MB	1900-1967
Pine Creek	Pine Creek, MB	1891-1971
Sandy Bay	Sandy Bay, MB	1905-1970
Fort Frances	Fort Frances, ON	1902-1974
McIntosh	McIntosh, ON	1924-1969
St. Mary's	Kenora, ON	1894-1962
Particulars of Involvement:		
The Oblates of Mary Immaculate in the Province of Manitoba were incorporated in or about 1873. Prior to 1985 they were known as Les Révérends Pères Oblats. The Oblates supplied the principals, teachers and residence workers and managed the day-to-day operations of the above-described schools, under the authority of the Bishops and Archbishops of the local dioceses.		
47. LES PERES MONTFORTAINS (ALSO KNOWN AS THE COMPANY OF MARY)		
Schools and Dates of Involvement:		
Kuper Island	Chemainus, BC	Pre-1957
Particulars of Involvement:		
Les Pères Montfortains (known as The Company of Mary after 1964) supplied principals, teachers and residence workers and managed the operation of the above-described school, under the authority of the local Bishop, until 1957. After that date, the operation of the school was assumed by the Order of the Oblates of Mary Immaculate in the Province of British Columbia.		
48. THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE		
Schools and Dates of Involvement:		
Shubenacadie	Shubenacadie, NS	1956-1967
Particulars of Involvement:		
The Oblates supplied principals, teachers and residence workers and managed the day-to-day operations of the above-described school, under the authority of the local Archbishop.		
49. LES RÉSIDENCES OBLATES DU QUÉBEC		
Schools and Dates of Involvement:		
Pointe Bleue	Pointe-Bleue, PQ	1956-1965
Amos	Amos, PQ	1955-1973
Sept-Iles	Sept-Iles, PQ	1952-1973
Particulars of Involvement:		
Les Missionnaires Oblats supplied the principals, teachers, and residence workers and managed		

the day-to-day operations of the above-described schools.		
ORDERS – FEMALE		
50. THE SISTERS OF ST. ANN		
Schools and Dates of Involvement:		
Kamloops	Kamloops, BC	1890-1970
Kuper Island	Chemainus, BC	1891-1974
St. Mary's	Mission City, BC	1861-1984
Lower Post	Watson Lake, YT	1941-1975
Particulars of Involvement:		
The Sisters of St. Ann provided teachers, dormitory supervisors and domestic staff for the above-described schools.		
51. THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (ALSO KNOWN AS SISTERS OF THE CHILD JESUS)		
Schools and Dates of Involvement:		
Cariboo	Williams Lake, BC	1896-1981
St. Paul's	North Vancouver, BC	1898-1959
Sechelt	Sechelt, BC	1904-1975
Lejac	Fraser Lake, BC	1917-1964
Particulars of Involvement:		
The Sisters of Instruction of the Child Jesus were incorporated in 1913. They provided teachers, dormitory supervisors and childcare workers for the above-described schools.		
52. THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA		
Schools and Dates of Involvement:		
Assumption	Hay Lakes, AB	1951-1970
Crowfoot	Blackfoot Reserve, AB	1899-1968
Fort Vermilion	Fort Vermilion, AB	1908-1968
Grouard	Grouard, AB	1902-1961
Joussard	Joussard, AB	1913-1969
St. Martin's	Wabasca, AB	1901-1973
Sturgeon Lake	Sturgeon Lake, AB	1907-1961

Particulars of Involvement: The Sisters of Charity of Providence of Western Canada provided teachers, dormitory supervisors and domestic staff for the above-described schools.		
53. THE SISTERS OF CHARITY (GREY NUNS) ALBERTA (ALSO KNOWN AS THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT)		
Schools and Dates of Involvement:		
Blue Quills	Blue Quills, AB	1862-1970
Fort Chipewyan	Fort Chipewyan, AB	1902-1974
Sacred Heart	Peigan Reserve, AB	1957-1965
St. Albert Youville Convent	St. Albert, AB	1876-1948
St. Mary's	Blood Reserve, AB	1926-1970
Particulars of Involvement: The Sisters of Charity (Grey Nuns) of St. Albert is a province of The Sisters of Charity (Grey Nuns) of Montreal, which carried on missionary work in the province of Alberta. The Sisters of Charity (Grey Nuns) of St. Albert provided teachers for the above-described schools.		
54. THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES		
Schools and Dates of Involvement:		
Blue Quills	Blue Quills, AB	1862-1970
Sacred Heart	Peigan Reserve, AB	1895-1957
St. Albert Youville Convent	St. Albert, AB	1876-1948
St. Mary's	Blood Reserve, AB	1926-1970
THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES		
Particulars of Involvement: The Sisters of Charity (Grey Nuns) of the Northwest Territories provided teachers, dormitory supervisors and domestic staff for the above-described schools.		
55. SOEURS GRISES DE MONTREAL/GREY NUNS OF MONTREAL		
Schools and Dates of Involvement:		

Blue Quills	Blue Quills, AB	1890-1931
Fort Chipewyan	Fort Chipewyan, AB	1902-1974
Sacred Heart	Peigan Reserve, AB	1895-1965
St. Albert Youville Convent	St. Albert, AB	1876-1948
St. Mary's	Blood Reserve, AB	1926-1970
Beauval	Lac la Plonge, SK	1906-1970
Lebret	Lebret, SK	1884-1969
Fort Frances	Fort Frances, ON	1902-1974
Fort Providence	Fort Providence, NT	1867-1960
Fort Resolution	Fort Resolution, NT	1902-1958
Fort Simpson (La Pointe Hall)	Fort Simpson, NT	1958-1970
Fort Smith (Breynat Hall)	Fort Smith, NT	1958-1970
Grolier Hall	Inuvik, NT	1959-1987
Immaculate Conception	Aklavik, NT	1926-1959
Chesterfield Inlet	Chesterfield Inlet, NU	1929-1967
Particulars of Involvement:		
The Sisters of Charity (Grey Nuns) of Montreal entered into contracts with Oblate orders to work at residential schools, primarily in the area of elementary instruction. The Sisters of Charity (Grey Nuns) of Montreal oversaw the operations and activities of affiliated provinces of Grey Nuns, including the Grey Nuns of St. Boniface (Manitoba) and St. Albert.		
56. THE GREY NUNS OF MANITOBA INC. (LES SOEURS GRISES DU MANITOBA INC.)		
Schools and Dates of Involvement:		
Lebret	Lebret, SK	1884-1975
Muscowequan	Lestock, SK	1889-1932
Assiniboia	Winnipeg, MB	1957-1979
Fort Frances	Fort Frances, ON	1902-1974
St. Mary's	Kenora, ON	Pre-1930
St. Phillips	Kamsack, SK	1910-1913; 1928-1952

Particulars of Involvement:		
The Grey Nuns of Manitoba Inc. were originally incorporated in 1872 as Les Soeurs de la Charité de l'Hopital Generale de St. Boniface. The Grey Nuns of Manitoba provided teaching services at the above-described schools under the administration of male Oblate orders.		
57. THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE		
Schools and Dates of Involvement:		
St. Joseph's	Fort William, ON	1873-1970
Particulars of Involvement:		
The Sisters of St. Joseph of Sault Ste. Marie managed and operated the above-described school. The Sisters accepted aboriginal children in residence at the school, with funding from the Crown.		
58. LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE AND INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE		
Schools and Dates of Involvement:		
Marieval	Grayson, SK	1899-1969
Sturgeon Landing	Sturgeon Landing, SK	1926-1958
Guy Hill	The Pas, MB	1955-1979
Sandy Bay	Sandy Bay, MB	1905-1970
St. Mary's	Kenora, ON	1930-1972
Particulars of Involvement:		
Les Soeurs de Saint-Joseph de St-Hyacinthe was founded in 1877 and incorporated in Quebec in 1881. The Institut des Soeurs was incorporated under Manitoba law in 1944. Les Soeurs provided teachers and domestic staff for the above-described schools, at the request and under the authority of the local Bishops or Archbishops, or in some cases under the administration of male Oblate orders.		
59. LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE (ALSO KNOWN AS LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE NICOLET AND THE SISTERS OF ASSUMPTION)		
Schools and Dates of Involvement:		
Ermineskin	Ermineskin, AB	1916-1973

St. Anthony's	Onion Lake, SK	1894-1958
St. Philip's	Kamsack, SK	1899-1914
Thunderchild	Delmas, SK	1901-1948
Particulars of Involvement: Les Soeurs de l'Assomption de la Sainte Vierge was incorporated in 1916. Les Soeurs de l'Assomption provided teachers, dormitory supervisors and domestic staff for the above-described schools, usually with the co-operation of male Oblate orders.		
60. LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA		
Schools and Dates of Involvement:		
Ermineskin	Ermineskin, AB	1916-1973
Particulars of Involvement: Les Soeurs de l'Assomption provided teachers, dormitory supervisors and domestic staff for the above-described staff.		
61. MISSIONARY OBLATE SISTERS OF ST. BONIFACE (ALSO KNOWN AS MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, OR LES MISSIONNAIRES OBLATES DE ST. BONIFACE)		
Schools and Dates of Involvement:		
Muscowequan	Lestock, SK	1932-1977
Cross Lake	Cross Lake, MB	1916-1969
Fort Alexander	Fort Alexander, MB	1906-1970
Pine Creek	Pine Creek, MB	1891-1969
McIntosh	McIntosh, ON	1924-1969
MISSIONARY OBLATE SISTERS OF SAINT – BONIFACE (ALSO KNOWN AS MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, OR LES MISSIONNAIRES OBLATS DE SAINT-BONIFACE)		
Particulars of Involvement: The Missionary Oblate Sisters of Saint-Boniface was originally incorporated in 1909. The Sisters provided teaching services for the above-described schools, under the administration of male Oblate orders.		
62. LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX)		

(ALSO KNOWN AS SISTERS OF CHARITY OF OTTAWA – GREY NUNS OF THE CROSS)		
Schools and Dates of Involvement:		
St. Anne's	Fort Albany, ON	1936-1964
Fort George	Fort George, PQ	
Particulars of Involvement:		
Les Soeurs de la Charité d'Ottawa provided teachers and domestic staff for the above-described schools.		
63. LES SOEURS DE JESUS-MARIE		
Schools and Dates of Involvement:		
Norway House	Norway House, MB	1900-1967
Particulars of Involvement:		
The Sisters of the Holy Names of Jesus and Mary was incorporated in 1879, and provided teachers and domestic staff for the above-described school.		
64. THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (ALSO KNOWN AS THE SISTERS OF CHARITY OF HALIFAX)		
Schools and Dates of Involvement:		
Shubenacadie	Shubenacadie, NS	1930-1967
St. Eugene's (Cranbrook)	Cranbrook, BC	1936-1970
THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (ALSO KNOWN AS THE SISTERS OF CHARITY OF HALIFAX)		
Particulars of Involvement:		
The Sisters provided services as teachers and dormitory supervisors at the above-described schools.		
65. LES SOEURS DE NOTRE DAME AUXILIATRICE		
Schools and Dates of Involvement:		
Sept-Iles	Sept-Iles, PQ	
Particulars of Involvement:		

Les Soeurs de Notre Dame Auxiliatrice provided teachers, dormitory supervisors and domestic staff for the above-described school.		
66. LES SOEURS DE ST. FRANÇOIS D'ASSISE		
Schools and Dates of Involvement:		
Amos	Amos, PQ	
Particulars of Involvement: Les Soeurs de St. François d'Assise provided teachers, dormitory supervisors and domestic staff for the above-described school.		
67. THE SISTERS OF THE PRESENTATION		
Schools and Dates of Involvement:		
Duck Lake (St. Michael's)	Duck Lake, SK	1892-1969
Particulars of Involvement: The Sisters of the Presentation of Mary provided teachers for the above-described school after 1903.		
68. THE BENEDICTINE SISTERS OF MT. ANGEL OREGON		
Schools and Dates of Involvement:		
Christie	Tofino, BC	1900-1960
Particulars of Involvement: The Benedictine Sisters provided teachers and domestic staff for the above-described school.		
69. INSTITUT DES SOEURS DU BON CONSEIL		
Schools and Dates of Involvement:		
Pointe Bleue	Pointe Bleue, PQ	1956-1965
Particulars of Involvement: Les Soeurs du Bon Conseil provided teachers, dormitory supervisors and domestic staff for the above-described school.		
70. MT. ANGEL ABBEY INC.		

The Mt. Angel Abbey Inc. is the successor to the St. Benedict's Abbey of Mt. Angel in the state of Oregon, U.S.A.

The Mt. Angel Abbey Inc. had its monks assigned to the Christie Indian Residential School in the province of British Columbia from 1900 through 1938.

OTHER RELIGIOUS ENTITIES

70. IMPACT NORTH MINISTRIES		
Schools and Dates of Involvement:		
Poplar Hill	Poplar Hill, ON	1962-1989
Particulars of Involvement:		
Impact North Ministries is a charitable corporation incorporated pursuant to the laws of Ontario. Prior to 1992, it was known as Northern Light Gospel Missions. It operated a private day school in Poplar Hill until 1962, when it began accepting aboriginal children in residence with funding from the Crown. Thereafter, it operated as a residential school until 1989. Impact North Ministries is affiliated with the Mennonite Church of Canada and the Mennonite faith.		
71. THE BAPTIST CHURCH IN CANADA		
Schools and Dates of Involvement:		
Baptist Mission (Ridgeview)	Whitehorse, YT	1900-1968
Particulars of Involvement:		
78. LES SOEURS DE LA CHARITÉ DE ST.-HYACINTHE		
79. LES OEUVRES OBLATES DE L'ONTARIO		
80. HÔTEL-DIEU DE NICOLET		
81. IMMACULATE HEART COMMUNITY OF LOS ANGELES CA		

82.	THE EPISCOPAL CORPORATION OF SASKATOON
83.	OMI LACOMBE CANADA INC.

NOTICE OF PRESENTATION

TO: ATTORNEY GENERAL OF CANADA, having a business address at 200, boul. René-Lévesque West, Complexe Guy Favreau, Tour Est, in the city and judicial district of Montréal (Quebec), H2Z 1X4.

TAKE NOTICE that the present Amended Statement of Claim to institute a Class action and to obtain the status of representative will be presented for adjudication before one of the Honourable Judges of the Superior Court, sitting in and for the District of Montréal, on _____, 2007 at ____ a.m. or so soon thereafter as counsel may be heard in Room _____ of the Montréal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec.

Do govern yourself accordingly.

MONTREAL, _____, 2007

(s) Adams Gareau

ADAMS GAREAU
ATTORNEYS FOR THE PETITIONER

COPIE CONFORME

ADAMS GAREAU
Avocats

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000293-056
550-06-000021-056 (HULL)
500-06-000308-052

LARRY PHILIP FONTAINE in his personal capacity and in his capacity as the Executor of the estate of Agnes Mary Fontaine, deceased, MICHELLINE AMMAQ, PERCY ARCHIE, CHARLES BAXTER SR., ELIJAH BAXTER, EVELYN BAXTER, DONALD BELCOURT, NORA BERNARD, JOHN BOSUM, JANET BREWSTER, RHONDA BUFFALO, ERNESTINE CAIBAIOSAI-GIDMARK, MICHAEL CARPAN, BRENDA CYR, DEANNA CYR, MALCOLM DAWSON, ANN DENE, BENNY DOCTOR, LUCY DOCTOR, JAMES FONTAINE in his personal capacity and in his capacity as the Executor of the Estate of Agnes Mary Fontaine, deceased, VINCENT BRADLEY FONTAINE, DANA EVA MARIE FRANCEY, PEGGY GOOD, FRED KELLY, ROSEMARIE KUPTANA, ELIZABETH KUSIAK, THERESA LAROCQUE, JANE McCULLUM, CORNELIUS McCOMBER, VERONICA MARTEN, STANLEY THOMAS NEPETAYPO, FLORA NORTHWEST, NORMAN PAUCHEY, CAMBLE QUATELL, ALVIN BARNEY SAULTEAUX, CHRISTINE SEMPLE, DENNIS SMOKEYDAY, KENNETH SPARVIER, EDWARD TAPIATIC, HELEN WINDERMAN and ADRIAN YELLOWKNEE

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA et al

Defendants

Proceeding under Articles 999 – 1051 of the *Code of Civil Procedure*
(*Québec*)

AMENDED STATEMENT OF CLAIM

COPY FOR THE ATTORNEY GENERAL OF CANADA

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