



2019

Hfx No. 490119

Supreme Court of Nova Scotia

Between:

Stephen Joyce, Robert Cooper, E. Dianne Langley, and Kenneth Langille

Plaintiffs

and

**The Attorney General of Nova Scotia representing Her Majesty the Queen in right of the
Province of Nova Scotia**

Defendant

Affidavit

I, Odette Soriano, lawyer, of the City of Toronto, in the Province of Ontario, make oath and give evidence as follows:

1. I am a partner with the law firm of Paliare Roland Rosenberg Rothstein LLP, class counsel in this proceeding ("Class Counsel").
2. I have personal knowledge of the evidence sworn to in this affidavit, except where otherwise stated to be based on information and belief.
3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
4. In preparing this affidavit, I have reviewed:
 - (a) the Notice of Action and Statement of Claim;
 - (b) the Notice of Application for Certification, including Schedules;

- (c) the affidavit of Stephen Joyce, sworn January 30, 2020;
- (d) the affidavit of Robert Cooper, sworn January 30, 2020;
- (e) the affidavit of E. Dianne Langley, sworn January 30, 2020; and
- (f) the affidavit of Kenneth Langille, sworn January 30, 2020.

5. In providing this affidavit, I do not waive privilege over any matter or communication.

Summary of the Claim

6. As pleaded in the Statement of Claim, this action relates to the Province of Nova Scotia's decision on July 13, 2017, implemented in the following months (the "Decision") to revoke recognition of the Aboriginal and Treaty Rights Access Passports ("ATRA Passports") and to instead accept only federal Indian status cards from Nova Scotia *Indian Act* bands for the purposes of harvesting renewable resources under provincial jurisdiction.

7. The Plaintiffs have pleaded that the Decision of the Province, and the way in which the Decision was reached, breached the Conservation Agreement (as defined below) and the Province's duty to consult, failed to uphold the honour of the Crown, interfered with and breached of the constitutional rights of the Plaintiffs under s. 35 of the *Constitution Act, 1982* and infringed the Plaintiffs' rights to equal protection and benefit of the law without discrimination, under s. 15 of the *Canadian Charter of Rights and Freedoms*.

8. The Statement of Claim seeks declaratory relief, damages for breach of the Plaintiffs' constitutional rights in the amount of \$40 million, and an order that the Province revert to its pre-Decision practice: recognizing ATRA Passport-holders on the same basis as holders of federally-issued Indian status cards for the purposes of harvesting renewable resources under provincial jurisdiction.

The Native Council of Nova Scotia

9. I am informed by Roger J Hunka, Director of Intergovernmental Affairs of Maritime Aboriginal Peoples Council, and do believe it to be true, that:

- (a) the Native Council of Nova Scotia (“NCNS”) is the Self-Governing Authority for Mi’kmaq/Aboriginal Peoples residing off-reserve in Nova Scotia throughout traditional Mi’kmaq Territory;
- (b) The NCNS counts among its members and represents the interests of both:
- (c) Mi’kmaq/Aboriginal persons who are Status Indians under the Indian Act and who reside off-reserve in Nova Scotia; and
- (d) Mi’kmaq/Aboriginal persons in Nova Scotia who are not registered or entitled to be registered as Indians under the Indian Act, and who reside off-reserve in Nova Scotia (“Non-Status Indians”);
- (e) The NCNS is a society registered under the Societies Act. It was formed in 1974 and has approximately 3,300 to 3,500 full members;
- (f) Although the NCNS is not a party to this proceeding, it has represented the interests of Mi’kmaq/Aboriginal persons, including those who are now members of the Class, since the NCNS was formed in 1974;
- (g) The proposed Representative Plaintiffs are all members of the NCNS as are all, or substantially all, of the putative Class members; and
- (h) The NCNS oversaw the creation of the ATRA Passport system.

The Assembly of Nova Scotia Mi’kmaq Chiefs

10. I am further informed by Mr. Hunka, and do believe it to be true, that the Assembly of Nova Scotia Mi’kmaq Chiefs (the “Assembly”) represents 11 of the 13 Nova Scotia *Indian*

Act Bands, as defined in the Statement of Claim. The Assembly counts among its members Mi'kmaq persons who are Status Indians under the *Indian Act* and who are members of Nova Scotia *Indian Act* Bands. The Assembly is not a party to this proceeding. In paragraph 76 of the Statement of Claim, the Plaintiffs have pleaded that these Bands do not represent the interests of anyone but their own members.

Documents Referred to in the Statement the Claim

11. The following documents are referred to the Statement of Claim.

1. The Peace and Friendship Treaties

12. In paragraphs 26-33 of the Statement of Claim, the Plaintiffs refer to and rely upon the following treaties, copies of which have been accessed from the Nova Scotia Archives website (including transcripts):

- (a) A 1725 treaty between the British Crown and various Mi'kmaq communities (the "1725 Treaty"), attached as **Exhibit "A"** to my affidavit;
- (b) A 1752 treaty between the British Crown and the Mi'kmaq inhabiting the Eastern Coast of Nova Scotia (the "1752 Treaty"), attached as **Exhibit "B"** to my affidavit; and,
- (c) Treaties dated from 1760/1761 between the British Crown and various Mi'kmaq communities (collectively, the "1760/1761 Treaty"), attached as **Exhibit "C"** to my affidavit.

13. In paragraphs 33-34 of the Statement of Claim, the Plaintiffs plead on behalf of themselves and the Class, that they are beneficiaries of the 1725, 1752, and/or 1760/1761 Treaties, and that they have an Aboriginal right to hunt and harvest in the traditional hunting and harvesting grounds of the Mi'kmaq, including mainland Nova Scotia and Cape Breton Island.

2. The Conservation Agreements

14. Paragraph 49 of the Statement of Claim refers to interim conservation agreements dated October 13, 1989 (“Interim Conservation Agreements”), between the Province and the 13 Nova Scotia *Indian Act* Bands, the NCNS, and the former Union of Nova Scotia Indians (“UNSI”). Mr. Hunka has provided a copy of the Interim Conservation Agreement to which the NCNS was a party, attached as **Exhibit “D”** to my affidavit.

15. Paragraph 50 of the Statement of Claim refers to provincial regulations dated October 24, 1989 under the *Wildlife Act*, providing that the Interim Conservation Agreements, or any successor agreements, would prevail against the regulations to the extent of any inconsistency. Mr. Hunka has provided a copy of the regulations to the *Wildlife Act* reflecting this change, attached as **Exhibit “E”** to my affidavit.

16. Paragraph 51 of the Statement of Claim refers to a final conservation agreement dated September 20, 1990 (the “Conservation Agreement”) between the Province and certain Nova Scotia *Indian Act* Bands, the Grand Chief of the Mi’kmaq, the NCNS, and the UNSI. Mr. Hunka has provided a copy of the Conservation Agreement, attached as **Exhibit “F”** to my affidavit.

17. Paragraph 60 of the Statement of Claim pleads that the Province has never terminated the Conservation Agreements, and that the Province cannot unilaterally abrogate its recognition of the class members’ aboriginal and treaty rights to hunt.

3. Mi’kmaq Harvesting Policies

18. Paragraph 55 of the Statement of Claim refers to provisions as to the recognition of the exercise of Aboriginal and treaty rights by Mi’kmaq (“Mi’kmaq Harvesting Policies”) included in the policies on hunting and fishing administered by the Department of Natural Resources (“DNR”). Mr. Hunka has provided a copy of the Mi’kmaq Harvesting Policies, attached as **Exhibit “G”** to my affidavit.

4. Documents Relating to the Decision to Revoke Recognition of ATRA Passports

19. Paragraphs 64-65 of the Statement of Claim refer to correspondence dated November 18, 2016 from the Minister of Natural Resources to the NCNS, in which the Province took the position that Aboriginal and treaty rights in Nova Scotia “are collective rights held by the appropriate rights-bearing community”, which he stated “corresponds to the 13 Mi’kmaq First Nations, 11 of whom are represented by the Assembly of Nova Scotia Mi’kmaq Chiefs”, and that the ATRA Passport system did not provide “an adequate connection to the recognized Mi’kmaq rights-bearing community”. He announced that the Province would hold a “consultation”, as follows:

Consequently, I am informing you that the Province is initiating Aboriginal consultation with the Assembly of Nova Scotia Mi’kmaq Chiefs and the Millbrook and Sipekne’katic First Nations to address this issue and hear their views about establishing a mechanism for confirming an individual’s connection to an existing Mi’kmaq of Nova Scotia First Nation, particularly for potentially legitimate non-status Mi’kmaq of Nova Scotia. We trust they will ensure the perspectives of all Mi’kmaq of Nova Scotia, including off-reserve and non-status Mi’kmaq of Nova Scotia Section 35 rights-holders, are considered.

Mr. Hunka has provided a copy of the Minister’s November 18, 2016 letter, attached as **Exhibit “H”** to my affidavit.

20. Paragraph 70 of the Statement of Claim refers to correspondence dated July 13, 2017, in which the Minister formally advised the NCNS that the Province had made a decision regarding the ATRA Passport system (the “Decision”). The Minister advised that the Province had consulted with the Assembly and two other *Indian Act* Bands between November 2016 and May 2017, and that there was a consensus among the Assembly and

these *Indian Act* Bands that the Province should “only accept federal Indian status cards associated with Nova Scotia Mi’kmaq First Nations”. Accordingly, he advised as follows:

Effective August 15, 2017, the beginning of the Mi’kmaq moose hunting season (as per the Assembly of Nova Scotia Mi’kmaq Chiefs Moose Hunting Guidelines), the Province will only accept status cards from Nova Scotia Mi’kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction.

DNR maintains that the long-term solution to this issue relies on the success of the beneficiaries work that is currently being led by the Assembly of Nova Scotia Mi’kmaq Chiefs, and which the Province hopes will result in a single Mi’kmaq of Nova Scotia Harvesting Card that reflects the collective view of the Mi’kmaq...

This issue is fundamentally about how the Mi’kmaq of Nova Scotia, as a section 35 rights-bearing community, identifies its harvesters. The Province, in making this decision will respect the consensus position of the recognized representatives of the Mi’kmaq of Nova Scotia.

Mr. Hunka has provided a copy of the Minister’s July 13, 2017 letter, attached as **Exhibit “I”** to my affidavit.

21. Paragraph 71 of the Statement of Claim refers to correspondence dated July 25, 2017, from Chief Conrad of the NCNS to the Minister, asking for clarification of the resources that fell within the scope of the Decision. Mr. Hunka has provided a copy of Chief Conrad’s July 25, 2017 letter, attached as **Exhibit “J”** to my affidavit.

22. Paragraph 71 of the Statement of Claim refers to correspondence in reply dated August 24, 2017, in which the Minister clarified that it did not apply in circumstances where provincial conservation authorities administered federal jurisdiction, and federal licensing authorities continued to accept the ATRA Passport. The Minister further claimed that the

Province's position was based in part on *Daniels v. Canada*, 2016 SCC 12. Mr. Hunka has provided a copy of the Minister's August 24, 2017 letter, attached as **Exhibit "K"** to my affidavit.

23. Paragraph 72 of the Statement of Claim pleads that as a result of the Decision, the Plaintiffs and all other holders of an ATRA Passport who do not hold a federally-issued status card associated with a Nova Scotia *Indian Act* Band, are no longer able to hunt or harvest, without fear of being charged by DNR officers and prosecuted by the Province in the courts.

Causes of Action

24. The Plaintiffs have pleaded the following causes of action, the particulars of which are set out in the Statement of Claim:

- (a) that the conduct of the Province, and its servants or agents, was in breach of the Province's duty to consult and failed to uphold the honour of the Crown;
- (b) that the conduct of the Province and its servants or agents constituted interference with and a breach of the constitutional rights of the Plaintiffs and the other members of the Class under s.35 of the *Constitution Act, 1982*, for which the Province is liable in damages;
- (c) that the Province has breached the terms of the Conservation Agreement, which has never been terminated and remains in force; and
- (d) that the conduct of the Province and its servants and agents constituted a breach of the Plaintiffs' rights to equal protection and equal benefit of the law without discrimination under s. 15 of the *Canadian Charter of Rights and Freedoms*, for which the Province is liable in damages.

Identifiable Class

25. The proposed Class is defined as follows in the Statement of Claim:

“All persons who hold or held Aboriginal and Treaty Rights Access Passports (“ATRA Passports”), in recognition of their Aboriginal and Treaty Rights to hunt and harvest in Nova Scotia under the Treaties of 1752, 1760/61, and all other applicable treaties, and under Aboriginal rights, as guaranteed by the Constitution Act, 1982, whose rights to hunt and harvest and equality rights under s. 15 of the Canadian Charter of Rights and Freedoms, including the rights to be consulted with and to be treated honourably by the Crown, have been infringed by the decision (the “Decision”) of her Majesty the Queen in right of the Province of Nova Scotia, dated July 13, 2017, to revoke recognition of the ATRA Passports and to accept only federal Indian status cards from Nova Scotia Mi’kmaq First Nations for the purposes of harvesting renewable resources under provincial jurisdiction.”

26. In the Notice of Application, the Plaintiffs propose to simplify this definition to the following:

“All persons who currently hold or held valid Aboriginal and Treaty Rights Access Passports (“ATRA Passports”) as of July 13, 2017.”

27. As pleaded, the Plaintiffs claim that this is the class of individuals whose rights and ability to hunt and harvest have been affected by the Decision dated July 13, 2017, to revoke recognition of the ATRA Passports and to accept only federal Indian status cards from Nova Scotia Mi’kmaq First Nations for the purposes of harvesting renewable resources under provincial jurisdiction.

28. I am informed by Mr. Hunka and do believe it to be true that:

- (a) There are approximately 400 individuals who held valid ATRA Passport holders at the time of the Province's Decision. As of 2018, the total number of active ATRA Passports was 387.
- (b) The NCNS has a list of all ATRA Passport holders together with contact information for all of them; and
- (c) The NCNS, working with Class Counsel, has and will continue to keep the class members apprised of this case.

29. If and to the extent necessary, identifiable subclasses are pleaded in the Statement of Claim.

Common Issues

30. The proposed common issues are listed at Schedule "A" to the Notice of Application.

31. As pleaded in the Statement of Claim and based on the documents appended to this affidavit, the claims of the proposed Class members arise out of a common factual matrix and raise common issues of law, summarized as follows:

- (a) all of the Class members are Mi'kmaq Indians who are not members of the 13 Nova Scotia *Indian Act* Bands and therefore are not recognized by the Province as having Aboriginal and treaty rights to hunt and harvest renewable resources in Nova Scotia since the Province's Decision of July 13, 2017, despite the Province's earlier recognition of their rights;
- (b) the Class members have or assert Aboriginal and treaty rights to hunt and harvest renewable resources in Nova Scotia on a common basis;
- (c) the circumstances are such that the Province owed a duty to consult with the putative Class members through their long-established chosen representative, the NCNS;

- (d) if the Province owed a duty to consult with respect to its Decision, it owed the same duty to all putative Class members;
- (e) if the Province failed to uphold the honour of the Crown in the manner it reached and implemented its Decision, it failed to do so with respect to all putative Class members;
- (f) the putative Class members, as members of the NCNS, are all party to and/or affected by the Conservation Agreement, which it is alleged the Province has breached; and
- (g) if the Province's Decision was discriminatory on the basis of race, aboriginality-residence, and lack of status under the *Indian Act*, then the Province discriminated against all members of the Class.

32. The common issues turn on the Defendant's conduct and communications which impacted, and continue to impact, the class as a whole, as well as the interpretation of treaties and important Aboriginal and constitutional rights. These issues lend themselves readily to determination on a class-wide basis.

33. Finally, the Plaintiffs have pleaded in the Statement of Claim that compensation for damages that are identical in cause and nature: the Province's Decision has caused each Class member the loss of their rights, and each Class member should be awarded damages to vindicate their rights and to provide a deterrent against future breaches.

Preferable Procedure

34. I am informed by Roger J Hunka, and do believe it to be true, that all of the Class members are or were members of the NCNS and were collectively subjected to the effect of the Province's Decision to revoke recognition of the ATRA Passports.

35. Thus, there are hundreds of putative plaintiffs, each of whom has the same causes of action, raising precisely the same legal issues and the same factual issues pertaining to the Defendant's conduct.

36. I am informed by Roger J Hunka, and do believe it to be true, that many of the putative Class Members have limited financial means. A class proceeding will allow this claim to be litigated more efficiently, in a more cost-effective manner, and without the risk of inconsistent results.

37. I am informed by Robert H. Pineo, local counsel to the Plaintiffs, and believe it to be true, that on February 4, 2020, he conducted a search of the Civil Index at the Prothonotary's office at Halifax, Nova Scotia, and he found no similar lawsuits which are currently underway in the Province of Nova Scotia against the Defendant.

Suitable Representative Plaintiffs

38. The action has four representative Plaintiffs: Stephen Joyce, Robert Cooper, E. Dianne Langley, and Kenneth Langille.

39. As set out in the affidavit of each of the proposed representative Plaintiffs, each of them is a member of the NCNS, each holds an active ATRA Passport or held an active ATRA Passport as of the date of the Decision, and each has been prevented from exercising their rights to hunt and harvest in Nova Scotia by the Province's Decision.

40. I am not aware of any conflict between the interests of the proposed Representative Plaintiffs and the other Class Members.

41. I am informed by my colleague Glynnis Hawe and believe it to be true that she has spoken with each of the proposed representative Plaintiffs and that they each understand the nature of the case and are capable of providing instructions.

Suitable Class Counsel

42. Paliare Roland has extensive experience, knowledge, and familiarity with Non-Status Indian issues and class actions generally. The following lawyers from Paliare Roland will be involved in this action: Andrew Lokan, Lindsay Scott, and Glynnis Hawe. These lawyers will consult with me and other members of our class action group from time to time.

1. Paliare Roland's Experience with Non-Status Indian Issues

43. Andrew Lokan and Lindsay Scott gained extensive experience with Non-status Indian issues in large part, though not exclusively, through acting as counsel for the plaintiffs over a 15-year period in *Daniels v Canada*,¹ the leading case on the legal status of Métis and Non-status Indians in Canada (and a case on which the Defendants relied to justify the Decision). Mr. Lokan was lead counsel at Paliare Roland who litigated the case through trial, appeal and final appeal to the Supreme Court of Canada from 2001 to 2016. Ms. Scott, who assisted throughout the trial (and was called to the bar just before final argument), also acquired significant knowledge and expertise in these subjects.

44. I am informed by Mr. Lokan and believe it to be true that *Daniels* systematically investigated the relationship of Métis and Non-Status Indians to the colonial, federal and provincial governments, on a national level, over the span of Canada's history since the 1600's. This involved building a database from documentary records, working with multiple experts, undertaking significant historical research, large-scale documentary production and extensive discoveries of Canada's representatives.

45. Mr. Lokan also acted for the Congress of Aboriginal Peoples in two cases at the Supreme Court of Canada arising from Nova Scotia and New Brunswick: *R. v. Marshall*; *R. v. Bernard*,² and *R. v. Sappier*; *R. v. Gray*.³ Paliare Roland also acts as class counsel on the proposed class proceeding on behalf of Métis and Non-Status Indians affected by the "Sixties Scoop". The Sixties Scoop was a program whereby Status Indian, Métis, and Non-Status Indian children were taken from their parents and placed in non-Indigenous foster homes or put up for adoption. Paliare Roland was selected as class counsel following a contested carriage motion in Federal Court.⁴ Mr. Lokan has also taught constitutional litigation at

¹ 2013 FC 6 ("Trial Decision"), varied 2014 FCA 101 ("FCA Decision"), appeal allowed in part 2016 SCC 12 ("SCC Decision").

² 2005 SCC 43

³ 2006 SCC 54.

⁴ *Laliberte v Canada (AG)*, 2019 FC 766.

Osgoode Hall Law School for over 20 years, and is the co-author of *Constitutional Litigation in Canada* (Carswell: looseleaf, 2006).

2. Paliare Roland's Experience with Class Actions

46. Paliare Roland acts and has acted as class counsel in numerous significant cases. Currently, among others, Paliare Roland is class counsel in several large, certified proceedings, including *MacDonald v. BMO Trust Company*, which includes claims for breach of trust and breach of fiduciary duty on behalf of a class of registered account holders challenging foreign exchange fee practices over a ten-year period; *Spina v. Shoppers Drug Mart Ltd.*) which includes a range of claims by franchisees against a franchisor relating to, among other things, the entitlement to benefits obtained under a statutory regime for prescription drug payments, sharing of costs of a customer loyalty program, inventory practices, and profit sharing; and *Excalibur Special Opportunities Fund LP v. Schwartz Levitsky Feldman LLP*, which relates to lost investments in a Chinese hog operation and alleges negligence. Through our class action group, Paliare Roland has argued numerous certification motions and appeals, taken certified cases through the discovery process, tried certified common issues by way of summary judgment and common issues trials, and successfully mediated complex cases which settlements have been approved and administered.

3. Patterson Law's Experience with Non-Status Indian Issues and Class Actions

47. I am informed by Mr. Pineo, co-counsel to the Plaintiffs in this proceeding, and believe it to be true, that Patterson Law has been legal counsel to NCNS since it was founded in 1974, providing both corporate and litigation legal services to the organization.

48. Mr. Pineo has extensive litigation experience before the Supreme Court of Nova Scotia, appearing in over 300 civil trials, applications in court, motions and settlement conferences since his call to the Nova Scotia Bar in 2002. His practice area experience includes employment law, administrative law, expropriation and property litigation matters, insurance claims, family matters, commercial litigation and plaintiff claims.

49. In addition, Mr. Pineo has acted for numerous representative plaintiffs in class proceedings in Nova Scotia, including: expropriation claims, franchise breaches, privacy breaches and financial abuse cases.

Class Counsel has Retained Expert William Wicken

50. Class Counsel has retained William Wicken in respect of the class proceeding. I am informed by Mr. Wicken, and do believe it to be true, that:

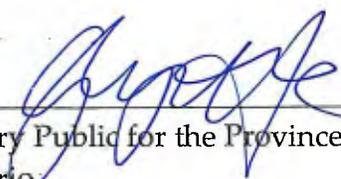
- a. Mr. Wicken has a PhD in Canadian History from McGill University and is currently a Professor of History at York University;
- b. He has more than 20 years of experience as a professor, and teaches at the undergraduate and graduate level on matters relating to government policy and Aboriginal peoples;
- c. He has conducted research for the Treaty and Aboriginal Rights Research Centre, the Union of Nova Scotia Indians, and the Royal Commission on Aboriginal Peoples;
- d. He is the author of numerous books and scholarly articles on issues relating to government policy and Aboriginal peoples, including specifically treaties with the Mi'kmaq in Atlantic Canada;
- e. He has been qualified as an expert witness in 17 trials, many of which involved issues of constitutional law and Aboriginal peoples in Atlantic Canada; and,
- f. He is able and willing to prepare an expert report should the matter proceed to a trial on the common issues.

Plaintiff's Litigation Plan

51. Class Counsel intends to move this action forward efficiently in accordance with the Litigation Plan attached to the Notice of Application at Schedule "B". The Litigation Plan sets out a workable method of advancing this proceeding on behalf of the Class, including a plan

for communicating with members of the Class and providing notice to them of certification.
As in all cases, I expect this Litigation Plan will evolve as appropriate as the action proceeds.

SWORN before me in 7th, in
the Province of Ontario, this day
of February, 2020.



Notary Public for the Province of
Ontario



Odette Soriano

**This is Exhibit "A" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



Attave

Nova Scotia Archives

Mi'kmaq Holdings Resource Guide

Peace and Friendship Treaties

Treaty of 1725 for Ratification at Annapolis Royal

Articles of Submission & Agreements made at Boston in New England by Sanguaarum alias Loron, Arexus Francois Xavier and Meganumbe Delegates from Penobscott Naudgevaek S. Johns Cape Sables and Other Tribes Inhabiting within His Majesties Territories of Nova Scotia and New England _____

Whereas His Majesties King George by Concession of the Most Christian King made at the Treaty of Utrecht became the Rightfull Possessor of the Province of Nova Scotia or Acadie according to its antient Boundaries We the said "Indians Sanguaarum alias Loron Arexus Francois Xavier and Meganumbe Delegates from the said Tribes Penobscott Naudgewaek St. Johns Cape Sables and other tribes Inhabiting His Majesties and Territories in Nova Scotia or Acadie and New England in the name and behalf of the said Tribes We Represent Acknowledge His Said Majesty King George's Jurisdiction and Dominion over the said Territories of Nova Scotia or Acadie and make our Submission to his said Majesty in as ample a Manner as We have formerly done to his most Christian Kings _____

And We further promise on behalf of the said Tribes We represent That the Indians shall not Molest any of His Majesties subjects or their Dependents and their Settlements already made or Lawfully to be made or in their Carrying on their Traffick or their affairs Within the said Province _____

That if there Happens any Robbery or outrage Committed by any of the Indians The Tribe or Tribes they belong to shall cause Satisfaction and Restitution to be made to the Parties Injured _____

That the Indians shall not help to convey away any Soldiers belonging to his Majesties forts but on the Contrary shall bring back any Soldiers they shall find Endeavouring to Run away _____

That in the case of any Misunderstanding Quarrel or Injury between the English and the Indians no private Revenge shall be taken, but Application shall be made to Redress according to his Majesties Laws _____

That if the Indians have made any Prisoners belonging to the Government of Nova Scotia or Acadie during the Course of the War shall be Released at or before the Ratification of this Treaty _____

That This Treaty shall be Ratified at Annapolis Royal _____

Dated at the Council Chamber in Boston in New England this fifteenth day of December Anno Domini one Thousand seven hundred and Twenty-five, Annog: Requi Regis Georgu Magna Britannica & Duo decimo _____

Signed Sealed & Delivered in
the presence of the Great &
General Court or Assembly of
the Province of Massachusetts
Bay

Sanguaarum alias Loron

Arexus

Francois Xavier

Attest'd J. Williard Sec.

Meganumbe

Transcript is from W. E. Daugherty, *Maritime Indian treaties in historical perspective* (Indian and Northern Affairs Canada, 1981); Treaty No. 239 in their numbered treaty series.



Signed in Boston, 15 December 1725, by J. Willard, Secretary of the General Court or Assembly of the Province of Massachusetts Bay, and various leaders from First Nations in Nova Scotia and New England.

This is an original document. Other copies of the original can be found at the National Archives (London UK) in the Colonial Office Papers, CO 217, Vol. 4, No. 349.

The final clause of the treaty states that it "shall be ratified at Annapolis Royal," which took place on 4 June 1726. No copies of that ratification exist at the Nova Scotia Archives.

Transcript is from W. E. Daugherty, *Maritime Indian treaties in historical perspective* (Indian and Northern Affairs Canada, 1981); Treaty No. 239 in their numbered treaty series.

Date: 1725

Retrieval no.: Peace and Friendship Treaties Nova Scotia Archives O/S No. 511

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**This is Exhibit "B" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. Hawe

Nova Scotia Archives

Mi'kmaq Holdings Resource Guide

Peace and Friendship Treaties

Printed Proclamation of the 1752 Treaty

Treaty or Articles of Peace and Friendship Renewed between His Excellency Peregrine Thomas Hopson Esquire Captain General and Governor in Chief in and over His Majesty's Province of Nova Scotia or Acadie. Vice Admiral of the same & Colonel of one of His Majesty's Regiments of Foot, and His Majesty's Council on behalf of His Majesty.

and

Major Jean Baptiste Cope, chief Sachem of the Tribe of Mick Mack Indians Inhabiting the Eastern Coast of the said Province, and Andrew Hadley Martin, Gabriel Martin & Francis Jeremiah, Members and Delegates of the said Tribe, for themselves and their said Tribe their Heirs, and the Heirs of their Heirs forever, Begun made and concluded in the manner, form and Tenor following, vizt:

1. It is agreed that the Articles of Submission and Agreement, made at Boston in New England by the Delegates of the Penobscot Norridgwoik & St. John's Indians, in the year 1725 Ratified & Confirmed by all the Nova Scotia Tribes, at Annapolis Royal, in the month of June 1726, & lately renewed with Governor Cornwallis at Halifax, & Ratified at St. John's River, now read over, Explained and Interpreted, shall be and are hereby from this time forward Renewed, Reiterated, and forever Confirmed by them and their Tribe; and the said Indians for themselves and their Tribe and their Heirs aforesaid Do make & Renew the same Solemn Submissions and promises for the Strickt observance of all the Articles therein contained as at any time heretofore hath been done.
2. That all Transactions during the late War shall on both sides be buried in Oblivion with the Hatchet, and that the said Indians shall have all favour, Friendship & Protection shewn them from this His Majesty's Government.
3. That the said Tribe shall use their utmost endeavours to bring in the other Indians to Renew and Ratify this Peace, and shall discover and make known any attempts or designs of any other Indians or any Enemy whatever against His Majesty's Subjects within this Province so soon as they shall know thereof and shall also hinder and Obstruct the same to the utmost of their Power,

and on the other hand if any of the Indians refusing to ratify this Peace, shall make War upon the Tribe who have now confirmed the same; they shall upon Application have such aid and Assistance from the Government for their Defence, as the case may require.

4. It is agreed that the said Tribe of Indians shall not be hindered from, but have free liberty of Hunting & Fishing as usual: and that if they shall think a Truckhouse needful at the River Chibenaccadie or any other place of their resort, they shall have the same built and proper Merchandize lodged therein, to be Exchanged for what the Indians shall have to dispose of, and that in the mean time the said Indians shall have free liberty to bring for Sale to Halifax or any other Settlement within this Province, Skins, feathers, fowl, fish or any other thing they shall have to sell, where they shall have liberty to dispose thereof to the best Advantage.

5. That a Quantity of Bread, Flour, & such other Provisions as can be procured, necessary for the Familys, and proportionable to the number of the said Indians, shall be given them half yearly for the time to come; and the same regard shall be had to the other Tribes that shall hereafter agree to Renew and Ratify the Peace upon the Terms and Conditions now Stipulated.

6. That to Cherish a good Harmony & mutual Correspondance between the said Indians & this Government, His Excellency Peregrine Thomas Hopson Esqr. Captain General & Governor in Chief in & over His Majesty's Province of Nova Scotia or Accadie, Vice Admiral of the same & Colonel of one of His Majesty's Regiments of Foot, hereby Promises on the Part of His Majesty, that the said Indians shall upon the first day of October Yearly, so long as they shall Continue in Friendship, Receive Presents of Blankets, Tobacco, and some Powder & Shot; and the said Indians promise once every Year, upon the first of October to come by themselves or their Delegates and Receive the said Presents and Renew their Friendship and Submissions.

7. That the Indians shall use their best Endeavours to save the lives and goods of any People Shipwrecked on this Coast, where they resort, and shall Conduct the People saved to Halifax with their Goods, & a Reward adequate to the Salvadge shall be given them.

8. That all Disputes whatsoever that may happen to arise between the Indians now at Peace, and others His Majesty's Subjects in this Province shall be tryed in His Majesty's Courts of Civil Judicature, where the Indians shall have the same benefit, Advantages and Priviledges, as any others of His Majesty's Subjects.

In Faith and Testimony whereof, the Great Seal of the Province is hereunto Appended, and the party's to these presents have hereunto interchangeably Set their Hands in the Council Chamber at Halifax this 22nd day of Nov. 1752, in the twenty-sixth year of His Majesty's reign.

P. T. Hopson

Chas. Lawrence

Benj. Green

Jno. Salusbury

Willm. Steele

Jno. Collier

Jean Baptiste Cope, his Mark

Andrew Hodley, his Mark

Francois Jeremie, his Mark

Gabriel Martin, his Mark

Transcript is from W. E. Daugherty, *Maritime Indian treaties in historical perspective* (Indian and Northern Affairs Canada, 1981); *Treaty of 1752* in their treaty series.

Signed at Halifax, 22 November 1752, by "Thomas Hopson,.... Governor in Chief in and over His Majesty's Province of Nova Scotia and Major Jean Baptiste Cope, Chief Sachem of the Tribe of the MickMack Indians inhabiting the Eastern Coast...."

No original signed copies of this treaty are known to exist. At the time of signing, copies were written into the Executive Council records now held at the Nova Scotia Archives (RG 1, Vol. 209, p. 219; RG 1, Vol. 186, p.250; RG 1, Vol. 209, p.223). A transcribed copy was also sent to the Colonial Office in London, and can be found at the National Archives (London, UK) in the Colonial Office Papers, CO 217, Vol. 40, Item 209. The Nova Scotia Archives has an original copy of the printed proclamation issued in both English and French when the treaty was signed, and this is the document used in association with this treaty.

Transcript is from W. E. Daugherty, *Maritime Indian treaties in historical perspective* (Indian and Northern Affairs Canada, 1981); *Treaty of 1752* in their treaty series.

Date: 1752

Retrieval no.: Peace and Friendship Treaties Nova Scotia Archives RG 1, Vol. 430, No. 2

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**This is Exhibit "C" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. Hawe

Nova Scotia Archives

Mi'kmaq Holdings Resource Guide

Peace and Friendship Treaties

Copy of Authenticated Copy of "Treaty of Peace and Friendship concluded by the Governor... of Nova Scotia with Paul Laurent, Chief of the La Heve tribe of Indians," 1760

Treaty of Peace and Friendship concluded by [His Excellency Charles Lawrence] Esq. Govr and Comr. in Chief in and over his Majesty's Province of Nova Scotia or Accadia with Paul Laurent chief of the LaHave tribe of Indians at Halifax in the Province of N.S. or Acadia.

I, Paul Laurent do for myself and the tribe of LaHave Indians of which I am Chief do acknowledge the jurisdiction and Dominion of His Majesty George the Second over the Territories of Nova Scotia or Accadia and we do make submission to His Majesty in the most perfect, ample and solemn manner. _____

And I do promise for myself and my tribe that I nor they shall not molest any of His Majesty's subjects or their dependents, in their settlements already made or to be hereafter made or in carrying on their Commerce or in any thing whatever within the Province of His said Majesty or elsewhere and if any insult, robbery or outrage shall happen to be committed by any of my tribe satisfaction and restitution shall be made to the person or persons injured. _____

That neither I nor any of my tribe shall in any manner entice any of his said Majesty's troops or soldiers to desert, nor in any manner assist in conveying them away but on the contrary will do our utmost endeavours to bring them back to the Company, Regiment, Fort or Garrison to which they shall belong. _____

That if any Quarrel or Misunderstanding shall happen between myself and the English or between them and any of my tribe, neither I, nor they shall take any private satisfaction or Revenge, but we will apply for redress according to the Laws established in His said Majesty's Dominions. _____

That all English prisoners made by myself or my tribe shall be sett at Liberty and that we will use our utmost endeavours to prevail on the other tribes to do the same, if any prisoners shall happen to be in their hands. _____

And I do further promise for myself and my tribe that we will not either directly nor indirectly assist any of the enemies of His most sacred Majesty King George the Second, his heirs or Successors, nor hold any manner of Commerce traffick nor intercourse with them, but on the contrary will as much as may be in our power discover and make known to His Majesty's Governor, any ill designs which may be formed or contrived against His Majesty's subjects. And I do further engage that we will not traffick, barter or Exchange any Commodities in any manner but with such persons or the managers of such Truck houses as shall be appointed or Established by His Majesty's Governor at Lunenburg or Elsewhere in Nova Scotia or Accadia.

And for the more effectual security of the due performance of this Treaty and every part thereof I do promise and Engage that a certain number of persons of my tribe which shall not be less in number than two prisoners shall on or before September next reside as Hostages at Lunenburg or at such other place or places in this Province of Nova Scotia or Accadia as shall be appointed for that purpose by His Majesty's Governor of said Province which Hostages shall be exchanged for a like number of my tribe when requested. _____

And all these foregoing articles and every one of them made with His Excellency C. L., His Majesty's Governor I do promise for myself and on of sd part -- behalf of my tribe that we will most strictly keep and observe in the most solemn manner. _____

In witness whereof I have hereunto putt my mark and seal at Halifax in Nova Scotia this day of March one thousand _____

Paul Laurent

In witness whereof I have hereunto putt my mark and seal at Halifax in Nova Scotia this day of March one thousand _____

Paul Laurent

I do accept and agree to all the articles of the forgoing treaty in Faith and Testimony whereof I have signed these present I have caused my seal to be hereunto affixed this day of march in the 33 year of His Majesty's Reign and in the year of Our lord - 1760

Chas Lawrence

Transcription from the Supreme Court of Canada decision in the case of *R. v Marshall* [1999] 3 S.C.R. 456.

Handwritten notes:
Book 9 Paul Laurent 1
Paul Laurent 1760
1760

Handwritten initials: (JP17)

Ad. d. Ms. 13

19071

M. Museum

Treaty of Peace and Friendship concluded by
the Governor and Commander in Chief
of Nova Scotia - with Paul Laurent Chief
of the La Heve tribe of Indians - at Halifax -
Authenticated copy - ... bearing signature
of Governor Laurence - and in the -
testisgraph of Richard Bulkeley Esquire -
his Secretary -

See folio pages -

Treaty of Peace and Friendship
concluded by - H. E. C. L. Esq. Gov. and
Com^o - in chief in and over - his Majesty's
Province of Nova Scotia - or Acadia - with
Paul Laurent Chief of the La Heve - tribe of
Indians - at Halifax in the Province of -
N. S. - or Acadia -

I Paul Laurent - do for -
myself and the tribe of La Heve - Indians - of which -
I am Chief - do acknowledge - the jurisdiction
and Dominion of His Majesty George the
Second over the Territories of Nova Scotia
or Acadia - and we do make Submission
to His Majesty in the most perfect - ample -
and solemn manner -

And I do promise for myself -
and my tribe that I neither shall not molest
any of His Majesty's subjects or their dependants -
in their settlements already made - or to be hereafter -
made - nor in ranging on their Commerce or in any
thing whatever within the Province - of His
said Majesty or elsewhere -

Signed at Halifax, March 1760, by Governor Charles Lawrence and Paul Laurent, Chief of the La Heve [LaHave].

No original copies are known to exist for this, or for any of the other 1760 and 1761 treaties. This is a transcribed copy made for T.B. Akins in the 19th century and bound into RG 1, Vol. 284 of his collected documents at the Nova Scotia Archives. The source for this transcribed copy was a document collected by the Rev. Andrew Brown, minister at what is now St. Matthew's United Church in Halifax, 1787-1795, during which time the Rev. Mr. Brown collected and copied many documents as background for his planned history of North America. The documents, including a contemporaneous copy of this treaty, eventually became part of the Andrew Brown collection at the British Library in London (Ad MS 19071).

Transcription from the Supreme Court of Canada decision in the case of *R. v Marshall* [1999] 3 S.C.R. 456.

Date: 1760

Retrieval no.: Peace and Friendship Treaties Nova Scotia Archives RG 1, Vol. 284, No. 17

Nova Scotia Archives

Mi'kmaq Holdings Resource Guide

Peace and Friendship Treaties

Copy of Authenticated Copy of "Treaty of Peace and Friendship concluded by the Governor... of Nova Scotia with Paul Laurent, Chief of the La Heve tribe of Indians," 1760

3
or continued against his Majesty's subjects - And
I do further engage that we will not traffick
barter or Exchange any Commodities in any manner
but with such persons, or the Managers of such
Trade-houses as shall be appointed or
Established by His Majesty's Governor at
Lunenburg - or Elsewhere in Nova Scotia or
Acadia -

And for the more effectual security of the
due performance of this Treaty and every part
whereof I do promise and Engage that a certain number
of persons of my tribe which shall not be less in number
than two persons - shall in or before Sept^r next -

reside as Hostages at Lunenburg or
at such other place or places in this Province of
Nova Scotia - or Acadia - as shall be appointed
for that purpose by His Majesty's Governor of said
Province which Hostages - shall be exchanged
for a like number of my tribe when requested -

And all these foregoing articles -
and every one of them - made with His Excellency
C^oL, His Majesty's Gov^r - I do promise for myself

and on my part - behalf of my tribe that we will
most strictly observe & be in the most solemn
manner -

In witness whereof I have hereunto set
my mark and seal at Halifax in Nova Scotia -
this Day of March one thousand 7⁶⁰ -
Paul + Laurent

Signed at Halifax, March 1760, by Governor Charles Lawrence and Paul Laurent, Chief of the La Heve [LaHave].

No original copies are known to exist for this, or for any of the other 1760 and 1761 treaties. This is a transcribed copy made for T.B. Akins in the 19th century and bound into RG 1, Vol. 284 of his collected documents at the Nova Scotia Archives. The source for this transcribed copy was a document collected by the Rev. Andrew Brown, minister at what is now St. Matthew's United Church in Halifax, 1787-1795, during which time the Rev. Mr. Brown collected and copied many documents as background for his planned history of North America. The documents, including a contemporaneous copy of this treaty, eventually became part of the Andrew Brown collection at the British Library in London (Ad MS 19071).

Transcription from the Supreme Court of Canada decision in the case of *R. v Marshall* [1999] 3 S.C.R. 456.

Date: 1760

Retrieval no.: Peace and Friendship Treaties Nova Scotia Archives RG 1, Vol. 284, No. 17

Nova Scotia Archives

Mi'kmaq Holdings Resource Guide

Peace and Friendship Treaties

Copy of Authenticated Copy of "Treaty of Peace and Friendship concluded by the Governor... of Nova Scotia with Paul Laurent, Chief of the La Heve tribe of Indians," 1760

24
I do accept of and agree to all the articles
of the foregoing treaty in Faith and testimony
whereof I have signed these presents
I have caused my seal to be hereunto
affixed this day of March in the 33rd
year of His Majesty's Reign - and in the
year of Our Lord - 1760 -
"Chas. Lawrence -"

By His Excellency's Command -
Richard Bullkeley, Secy.

Papers - Relating to Nova Scotia - 1720-1791 -
Collections of the Rev. Andrew Brown - D.D.

Signed at Halifax, March 1760, by Governor Charles Lawrence and Paul Laurent, Chief of the La Heve [LaHave].

No original copies are known to exist for this, or for any of the other 1760 and 1761 treaties. This is a transcribed copy made for T.B. Akins in the 19th century and bound into RG 1, Vol. 284 of his collected documents at the Nova Scotia Archives. The source for this transcribed copy was a document collected by the Rev. Andrew Brown, minister at what is now St. Matthew's United Church in Halifax, 1787-1795, during which time the Rev. Mr. Brown collected and copied many documents as background for his planned history of North America. The documents, including a contemporaneous copy of this treaty, eventually became part of the Andrew Brown collection at the British Library in London (Ad MS 19071).

Transcription from the Supreme Court of Canada decision in the case of *R. v Marshall* [1999] 3 S.C.R. 456.

Date: 1760

Retrieval no.: Peace and Friendship Treaties Nova Scotia Archives RG 1, Vol. 284, No. 17

**This is Exhibit "D" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. Hawe

THIS INTERIM CONSERVATION AGREEMENT made this 13th day of October, A.D., 1989.

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND, CHAPEL ISLAND BAND, ESKASONI BAND, MEMBERTOU BAND, WAGMATCOOK BAND, WHYCOCOMAGH BAND and THE NATIVE COUNCIL OF NOVA SCOTIA and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA,

(hereinafter called the "Province")

OF THE SECOND PART

WHEREAS by Treaty dated the 22nd day of November, A.D. 1752, executed by His Excellency Peregrine Thomas Hopson Esquire Captain General and Governor in Chief in and over His Majesty's Province of Nova Scotia or Accadie . . . and Major Jean Baptiste Cope Chief Sachem of the Tribe of Mick Mack Indians, inhabiting the Eastern Coast of the said Province and other Members and Delegates of the said Tribe, it was agreed, inter alia, that the said Tribe of Indians shall not be hindered from, but have free liberty of hunting as usual;

AND WHEREAS the Supreme Court of Canada in the decision of Simon v. The Queen, [1985] 2 S.C.R. 387 (S.C.C.) recognized the Treaty of 1752 as containing a right to hunt and as a treaty within the meaning of Section 88 of the Indian Act (Canada);

AND WHEREAS differences between the parties to this Agreement respecting the Treaties remain;

AND WHEREAS the parties are desirous for reasons of safety and conservation of entering into an Interim Conservation Agreement;

AND WHEREAS the Native organizations are interested in achieving an adequate standard of community nutrition and economic well-being without jeopardizing the integrity of the natural environment;

NOW THEREFORE, by this Interim Conservation Agreement, the parties establish the principles and procedures upon which they will conduct

themselves outside Indians Reserves until such time as the differences between them with respect to hunting are resolved;

ARTICLE 1 - INTERIM AGREEMENT

Without Prejudice

1.01 This Agreement does not prejudice the rights or define the position of the parties with respect to the Treaty of 1752 or any other matter to which this Agreement pertains.

Initial Term

1.02 The term of this Agreement shall extend for one year from the date of execution.

Renewal

1.03 This Agreement may be renewed for such further periods of time and upon such terms as the parties deem appropriate.

Interpretation

- 1.04 In this Agreement
- (a) "Micmac hunter" means a person described in Article 2.01;
 - (b) "Native organizations" means the Union of Nova Scotia Indians and the Native Council of Nova Scotia;
 - (c) "the Band" means a Band as defined in the Indian Act (Canada) that is a party to this Agreement; and
 - (d) "Joint Management Board" means the Joint Management Board established pursuant to Article 9.

ARTICLE 2 - WHO CAN HUNT OR TRAP

Persons Covered

2.01 The hunting rights described in this Agreement may be exercised by a Micmac resident of Nova Scotia who qualifies in accordance with Articles 2.02 and 2.03 and

- (a) is a member of the Band, or

- (b) is a full member of the Native Council of Nova Scotia as at the date of this Agreement (unless a majority of the Joint Management Board concludes that that member does not have an ancestral connection to the Micmac nation) or who becomes a full member of the Native Council of Nova Scotia after the date of this Agreement if such person can prove, to the satisfaction of a majority of the Joint Management Board that he or she has sufficient ancestral connection to the Micmac nation.

Qualifications

2.02 The Native organizations will restrict hunting and trapping to experienced hunters or trappers as of the date of this Agreement and any hunters and trappers who hereafter successfully complete a hunting and trapping course approved by the Joint Management Board.

Age

2.03 For safety reasons, the age limits for Micmac hunters using a firearm or bow will be as follows:

- (a) Big Game - 18 years and over; 16 and 17 years when supervised by a person 18 years and over;
- (b) Small Game - 16 years and over; 14 and 15 years when supervised by a person 16 years and over;
- (c) Fur-bearing animals - 16 years and over, under 16 years when supervised by a person 16 years and over.

Identification

2.04 While hunting or trapping, Micmac hunters will carry with them a status card issued by the Department of Indian Affairs and Northern Development or a Band membership card issued by their Band or a full membership card issued by the Native Council or a general membership card issued by the Union of Nova Scotia Indians.

Idem

2.05 The identification referred to in Article 2.04 shall be produced to a Provincial Conservation Officer upon request.

Provincial Licenses

2.06 Micmac hunters do not require a Provincial hunting or trapping license to hunt or trap in accordance with this Agreement.

Idem

2.07 Micmac do not require a Provincial storage permit to store any wildlife taken in accordance with this Agreement.

ARTICLE 3 - WHERE MICMAC MAY HUNT AND TRAP

Crown Lands

3.01 Micmac hunters may hunt and trap on all Provincial Crown lands except lands that are, from time to time, designated:

- (a) as Provincial parks (unless hunting or trapping is otherwise permitted by the Province);
- (b) as wildlife sanctuaries, wildlife parks and wildlife management areas (unless hunting or trapping is otherwise permitted by the Province);
- (c) under the Special Places Act, S.N.S. 1980, c. 27;
- (d) as public or common highways (trapping of fur-bearers is permitted);
- (e) as municipal watershed areas;
- (f) by the Joint Management Board.

Identification of Excepted Lands

3.02 The parties will make every effort to identify the lands referred to in clauses 3.01(a) to (f).

Notice

3.03 The Province will consult with the Joint Management Board prior to making any additions to the lands referred to in clauses 3.01(a) to (c) and will notify the Native organization of additions to and deletions from the lands referred to in clauses 3.01(a) to (e).

Hunting Permitted

3.04 Nothing herein prevents the Joint Management Board from permitting hunting and trapping by Micmac hunters on the lands referred to in clauses 3.01(a) to (e).

Other Lands

3.05 The Province agrees that Micmac hunters hunting and trapping with permission on lands not referred to in Article 3.01 and in a manner consistent with this Agreement shall not be prosecuted.

ARTICLE 4 - WILDLIFE TO BE HARVESTED

Hunting and Trapping

4.01 Micmac hunters may hunt and trap wildlife pursuant to this Agreement and the Micmac hunters agree to hunt and trap in accordance with this Agreement.

Protected Wildlife

4.02 If any of the parties can, from time to time, show good cause to the Joint Management Board why a species of wildlife should not be hunted or trapped, or why a season or other harvest limit should be imposed for conservation purposes, the Joint Management Board will amend the Schedules in accordance with Article 9.03.

Idem

4.03 The Micmac hunters will not hunt the species listed in Schedule I and will comply with Schedules II to IV.

ARTICLE 5 - INFORMATION

Reporting

5.01 Micmac hunters will report deer, moose or bear taken under this Agreement at a reporting station operated by the Band or the Native Council.

Use of Tags

5.02 Tags shall be attached to any deer, moose or bear harvested until it is transported to the residence of the Micmac who hunted it or for whose use it is intended.

Distribution

5.03 The Native organizations agree to distribute tags to their Micmac hunters.

Idem

5.04 Tags shall be provided to the Native organizations by the Province.

Costs

5.05 The Province shall bear the reasonable administration costs of Articles 5.03 and 5.04.

Reporting Station

5.06 The parties will designate suitable locations identified by the Native organizations as reporting stations for the purposes of this Agreement.

Amendment

5.07 The Joint Management Board may amend this Article.

ARTICLE 6 - TIMES, METHODS AND EQUIPMENT

No Sunday Hunting

6.01 The Micmac hunters will not hunt on Sunday on land outside an Indian Reserve.

Sunday Trapping

6.02 Trapping is permitted on Sunday if a firearm or bow is not used.

Hours of Hunting

6.03 Except as provided in Article 6.04, Micmac hunters will not hunt between one hour after sunset and one hour before sunrise on land outside an Indian Reserve.

Nuisance Wildlife

6.04 Micmac hunters may hunt nuisance wildlife, raccoons or porcupines at night provided night hunting is done pursuant to a permit issued by the Joint Management Board and in accordance with policies and procedures established by the Joint Management Board.

Time to Discharge Firearm/Bow

6.05 Except as provided in Article 6.04, the Micmac hunters will not discharge a firearm or bow between one-half hour after sunset and one-half hour before sunrise on land outside an Indian Reserve.

Use of Lights

6.06 The Micmac hunters will not use lights to hunt wildlife at night on land outside an Indian Reserve except pursuant to a permit issued by the Joint Management Board for a purpose referred to in Article 6.04.

Safety

6.07 Without limiting the generality of Article 6, the Micmac agree:

- (a) not to hunt or discharge a firearm or bow within 880 yards of a school;
- (b) not to discharge a firearm or bow within 100 feet of a public or common highway;
- (c) not to discharge a firearm or bow within 200 yards of a dwelling house or public building or within 440 yards of such places if a rifle is used (hunting or trapping within these limits is permitted if the Micmac hunter is the owner or occupier of the lands and the hunting or trapping does not occur within 200 yards of another person's dwelling house or public building);
- (d) no loaded firearms are to be kept in vehicles except by disabled persons;
- (e) not to hunt while under the influence of alcohol or drugs;
- (f) to exercise due care and attention when using a firearm or bow;
- (g) to wear a hunter orange cap or hat and shirt, vest or coat exposed to view in a manner as to be plainly visible from all directions during the big game hunting seasons under this Agreement;
- (h) when a firearm or bow is to be transported at night in a wildlife habitat, to keep the firearm or bow in a case which is properly fastened, or completely wrapped in a material which is securely tied around the firearm or bow or is in the locked luggage compartment of a vehicle and the contents of the compartment are not accessible to the occupant of the vehicle from inside the vehicle; and
- (i) not to hunt or trap in the immediate vicinity of activities conducted by the Province or activities authorized by a lease, license, special permit or letter of authority issued by the Province where hunting or trapping might endanger persons.

ARTICLE 7 - USE OF WILDLIFE

Use of Pelts and Hides

7.01 Unless agreed otherwise by the Province, all pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold within the Province to non-Micmac are to be sold to a fur buyer or hide dealer licensed by the Province. The Province agrees to stamp any such pelts or hides free of charge to facilitate such sales.

Export Permits

7.02 The Province shall not require export permits for pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold outside Nova Scotia by Micmac.

Use for Crafts

7.03 Nothing in this Agreement restricts the use of pelts or hides taken in accordance with this Agreement for religious or cultural purposes or in the manufacture of clothing or crafts by Micmac whether for sale or otherwise.

Buyers and Dealers

7.04 The parties will examine the feasibility of Micmac acting as fur buyers and hide dealers.

Use of Meat Harvested

7.05 The meat of any wildlife taken under this Agreement is for consumption or use in the Micmac community and will not be sold or traded commercially to persons who are not Micmac.

Game Farming

7.06 The parties will immediately examine the feasibility of commercial deer and other wildlife farming by Micmac.

Ceremonial Feathers

7.07 The Province will endeavour to provide feathers and other parts of species set out in Schedule 1 for ceremonial, religious or cultural purposes when requested by the Native organizations.

ARTICLE 8 - MONITORING AND ENFORCEMENT

Monitoring Harvest

8.01 The Native organizations are responsible for monitoring the hunting and trapping activities of their Micmac hunters. The Native organizations will inform their members of the provisions of this Agreement.

Enforcement

8.02 No Micmac hunter shall be prosecuted for acts authorized by this Agreement but the Native organizations agree that the Province may monitor hunting and trapping activities of Micmac hunters.

Idem

8.03 No Micmac who violates this Agreement may use it as a defence in a prosecution. The Province reserves the right to prosecute a Micmac hunter who violates this Agreement.

Notice

8.04 Notice of any prosecution referred to in Article 8.03 will be given to the accused, the Native organization to which the accused belongs, if known, and to the Joint Management Board.

Employment

8.05 The Province agrees to employ seven members of the Native organizations as full-time conservation officers or as assistant conservation officers during the seasons for hunting deer and moose prescribed pursuant to this Agreement.

Training

8.06 The parties will examine training required to qualify for the position of conservation officers.

Idem

8.07 For greater certainty, Article 8.05 supplements the hiring and employment policies and practises of the Province.

ARTICLE 9 - ADMINISTRATION

Joint Management Board

9.01 During the term of this Agreement, a Joint Management Board consisting of two representatives of the Union of Nova Scotia Indians, two of the Native Council of Nova Scotia and two of the Province (total of six) shall meet from time to time at the call of any member to administer the intent and purpose of this Agreement. Decisions of the Joint Management Board shall be unanimous except as provided in Article 2.01. A quorum shall be one representative of each of the Native organizations and one representative of the Province.

Data

9.02 Conservation is a shared responsibility. The Province agrees to provide the Joint Management Board with data respecting available wildlife population, harvesting statistics and studies and other information reasonably needed to assess the state of the wildlife resource of Nova Scotia and the quantity that can be harvested consistent with the needs of conservation. If requested by the Native organizations representatives on the Joint Management Board, the Province agrees to meet to present, interpret and discuss this information and conservation.

Procedure

9.03 The Joint Management Board may make such rules respecting its practises and procedures as are consistent with this Agreement and may amend the schedules from time to time.

ARTICLE 10 - ENACTMENTS

Provincial Enactments

10.01 The Province shall prepare, enact and make known all the necessary laws and regulations required to implement this Agreement.

IN WITNESS WHEREOF the parties have set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness [Signature]) [Signature]
CHIEF DEBORAH ROBINSON
Acadia Band

Witness [Signature]) [Signature]
CHIEF DAVID TONEY
Annapolis-Valley Band

Witness [Signature]) [Signature]
CHIEF GEORGE JOHNSON
Chapel Island Band

Witness [Signature]) [Signature]
CHIEF ALLISON BERNARD
Eskasonl Band

Witness [Signature]) [Signature]
CHIEF TERRANCE PAUL
Membertou Band

Witness [Signature]) [Signature]
CHIEF BENEDICT PIERRO
Wagmatcook Band

Witness [Signature]) [Signature]
CHIEF RODERICK GOOGOO
Whycocomagh Band

Witness [Signature]) [Signature]
ALEXANDER CHRISTMAS, President
Union of Nova Scotia Indians

Witness [Signature]) [Signature]
VIOLA ROBINSON, President
Native Council of Nova Scotia

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA

Witness [Signature]) [Signature]
HON. GUY S. LEBLANC
Minister of Community Services

Witness [Signature]) [Signature]
HON. CHARLES W. MACNEIL
Minister of Lands & Forests

Witness [Signature]) [Signature]
HON. THOMAS J. MCINNIS
Attorney General of Nova Scotia

SCHEDULE I

ARTICLE I - PROTECTED WILDLIFE

- 1.01 The Micmac will not hunt or trap
- (a) eagle
 - (b) osprey
 - (c) falcon
 - (d) hawk
 - (e) owl
 - (f) ptarmigan
 - (g) Canada grouse (commonly called the Spruce Partridge)
 - (h) Hungarian partridge
 - (i) marten
 - (j) lynx
 - (k) cougar
 - (l) fisher
 - (m) flying squirrel
 - (n) great cormorant
 - (o) double-crested cormorant
 - (p) gray jay
 - (q) blue jay
 - (r) northern raven
 - (s) red-winged blackbird
 - (t) rusty blackbird
 - (u) common grackle
 - (v) brown headed cowbird, and
 - (w) belted kingfisher.

SCHEDULE II

Moose Harvest

1.01 The total number of moose harvested by all hunters (Micmac and non-Micmac) in 1989 shall not exceed 250.

1.02 Two hundred moose hunting licenses will be allocated among all Nova Scotians in accordance with the Wildlife Act and regulations.

1.03 The remaining available moose will be allocated in accordance with a plan prepared by the Micmac.

1.04 The Native organizations agree that the hunting of moose by Micmac shall take place only in those counties where the Province prescribes a moose season.

Furbearer Harvest

2.01 Micmac will only hunt or trap beaver and bobcat in the county in which the Micmac hunter resides and will observe the bag limit prescribed by the Province for that county.

Bear Harvest

3.01 The annual bear harvest shall be as follows:

- (a) One bear per trapper by snaring,
- (b) One bear per hunter by hunting with a firearm or bow.

Small Game Harvest

4.01 The annual harvest of small game shall be as follows:

- (a) Ruffed grouse - five birds per day per hunter,
- (b) Ring necked pheasants (male) - two birds per day per hunter,
- (c) Snowshoe hare - no limits.

SCHEDULE III
PROHIBITED EQUIPMENT

ARTICLE 1 - PROHIBITED WEAPONS, AMMUNITION AND TECHNIQUES

- 1.01 Equipment and practises prohibited in a wildlife habitat:
- (a) automatic firearm;
 - (b) prohibited or restricted firearm except under the authority of the Criminal Code (Canada);
 - (c) firearm which has been altered to operate as an automatic firearm;
 - (d) bullet of a tracer or incendiary type;
 - (e) arrow equipped with an explosive type of head of any description or tipped or carrying any poison or drug of any description;
 - (f) full metal case non-mushrooming or non-expanding bullet or ball;
 - (g) swivel or spring gun;
 - (h) center fire rifle not greater than .23 calibre;
 - (i) shotgun greater than 10 gauge;
 - (j) device designed to deaden the sound of the report of a firearm;
 - (k) crossbow;
 - (l) shot larger than .24 inches (AAA or No. 4 Buckshot) except rifled slugs or ball during the open season for big game;
 - (m) hooks capable of holding wildlife, including fish hooks;
 - (n) poisons
 - (o) explosives; or
 - (p) other items prescribed from time to time by the Joint Management Board as prohibited items.

ARTICLE 2 - BIG GAME HUNTING

- 2.01 A Micmac hunter may for the purpose of hunting, taking or killing big game, carry or possess any one of the following provided it is not prohibited under Article 1.01:
- (a) a rifle and ammunition of .23 calibre and greater;
 - (b) a shot gun, of 28, 20, 16, 12 or 10 guage, using a single projectile;
 - (c) a muzzle loaded firearm of .45 calibre and greater; or

- (d) a bow with a draw weight of 50 pounds and greater within the draw length of the archer when hunting moose and 40 pounds and greater within the draw length of the archer when hunting big game other than moose and any arrow fitted with a broadhead.

2.02
habitat:

Equipment and practises prohibited while hunting big game in a wildlife

- (a) any trap or snare that could be used to take or hold big game excluding bears;
- (b) dogs;
- (c) taking big game while it is swimming; or
- (d) other items or practises that the Joint Management Board agrees be restricted.

ARTICLE 3 - SMALL GAME HUNTING

3.01 A Micmac hunter may, for the purpose of hunting, taking, or killing small game, carry or possess any one of the following provided it is not prohibited under Article 1.01:

- (a) one shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot); or
- (b) one hand drawn bow with broadheads.

3.02 Following the first Saturday in December until the 15th day of February in the year following, a Micmac hunter may possess a rim-fire rifle of .22 calibre or a muzzle loading rifle of .40 calibre or less.

ARTICLE 4 - FURBEARING ANIMALS

4.01 A trapping device is prohibited in a wildlife habitat unless it is one of the following:

- (a) a box trap;
- (b) a body gripping trap that is designed to kill quickly;
- (c) a submarine trap;
- (d) a non-powered neck or body snare;
- (e) a steel jaw trap with a jaw spread of less than seven and one-half inches; or
- (f) a leg or foot snare.

4.02 No Micmac hunter shall set a snare or trap designed to hold wildlife alive without examining each trap or snare set at least once daily.

4.03 No Micmac hunter shall use a trap equipped with a spearing device, teeth serrations or hooks.

4.04 No Micmac hunter shall set spring poles or running poles unless they are equipped with a killing trap or snare.

4.05 No Micmac hunter shall use a body gripping trap with a jaw spread greater than six inches except

- (a) in or over water;
- (b) in a dog proof box; or
- (c) where the trap is set at least five feet above the ground.

4.06 Micmac hunters will not set a suspended snare for the purpose of taking a fur-bearing animal unless:

- (a) the snare has a locking mechanism which prevents the snare from expanding;
- (b) the snare is set entirely under water; or
- (c) the snare is made from copper or brass for the purpose of harvesting a red squirrel or snowshoe hare.

4.07 Except for the purpose of taking a bobcat, lynx, coyote or fox, a Micmac hunter will not set a leg or foot hold trap to take a fur-bearing animal unless:

- (a) the trap is set for beaver, otter, mink or muskrat and is attached to a device that is designed to submerge the animal and prevent it from resurfacing;
- (b) the trap is set for muskrat or mink and is sufficiently heavy to submerge the mink or muskrat and prevent the animal from resurfacing;
- (c) the trap is set for weasel, red squirrel or mink and is set in such a manner as to kill the animal immediately upon springing the trap; or
- (d) the trap is set for a raccoon and has jaws which are padded with rubber compound specifically designed to reduce injury to the animal.

4.08 A Micmac hunter will report to the Joint Management Board through the nearest Lands and Forests Office any fur-bearer which is accidentally taken and to which he is not entitled.

ARTICLE 5 - BEAR SNARING

5.01 Bear may only be snared with an aldrich type foot snare.

5.02 Bear snares shall be checked every 24 hours.

5.03 Off the reserves, bear may only be hunted at bait stations that are registered with the Department of Lands and Forests.

ARTICLE 6 - NON PROTECTED WILDLIFE

6.01 Non protected wildlife includes:

- (a) mice and rats;
- (b) vole and shrews;
- (c) porcupine;
- (d) rock dove (common pigeon);
- (e) crows;
- (f) European starlings;
- (g) English sparrows;
- (h) coyote;
- (i) woodchucks (common groundhogs);
- (j) skunks;
- (k) reptiles excluding Blanding's, turtles and ribbon snakes;
- (l) amphibians; and
- (m) red squirrels.

6.02 A Micmac hunter may, for the purpose of hunting, taking, or killing non protected wildlife, carry or possess any one of the following provided it is not prohibited by Article 1.01:

- (a) a shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot);
- (b) a bow and arrow with or without a broadhead; or
- (c) a rim fire rifle of .22 calibre or a muzzle loaded rifle of .40 calibre or less after the first Saturday in December until the 15th day of February in the year following.

6.03 In addition to the items described in 6.02, a Micmac hunter hunting a coyote may use a rifle with a cartridge having a bullet which weighs 80 grains or less or any muzzle loaded rifle of a calibre of .45 or less after the first Saturday in December until March 31 of the year following.

SCHEDULE IV

SEASONS

Deer Season

1.01 For the purposes of this Agreement, the 1989 deer hunting season for Micmac hunters is:

Bow: September 15 - December 30, 1989

Muzzle-loaded firearm or shotgun with slug: October 16 - December 30, 1989

Rifle: October 27 - December 30, 1989

excluding Sundays.

1.02 For the periods from September 15 to October 1 and October 16 to October 26, Micmac hunters will hunt only on Provincial Crown lands.

Moose Season

2.01 For the purposes of this Agreement, the 1989 moose hunting season for Micmac hunters is October 16 to October 26 excluding Sundays.

Furbearer, Bear and Small Game

3.01 For the purposes of this Agreement the seasons for hunting and trapping of furbearers, bear and small game shall be the same as the seasons prescribed under the Wildlife Act for each species respectively.

Dated:

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND,
CHAPEL ISLAND BAND, ESKASONI BAND,
MEMBERTOU BAND, WAGMATCOOK BAND,
WHYCOCOMAGH BAND and THE NATIVE
COUNCIL OF NOVA SCOTIA and THE UNION
OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA,

OF THE SECOND PART

INTERIM AGREEMENT

**This is Exhibit "E" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



Attorne

Certified to be a true copy of an Order of his Honour the
Lieutenant Governor of Nova Scotia in Council made the

EXECUTIVE COUNCIL

24th day of October, A. D. , 1989



NOVA SCOTIA

89-1228

The Governor in Council on the report and recommendation of the Minister of Lands and Forests dated the 18th day of October, A.D., 1989, pursuant to clause (n) of subsection (1) of Section 113 of Chapter 13 of the Statutes of Nova Scotia, 1987, the Wildlife Act, is pleased to make regulations in the form set out in Schedule "A" attached to and forming part of the said report and recommendation.

H. F. G. STEVENS, Q.C.,
CLERK OF THE EXECUTIVE COUNCIL.

SCHEDULE "A"

REGULATIONS MADE BY THE GOVERNOR IN COUNCIL
PURSUANT TO CLAUSE (n) OF SUBSECTION (1) OF SECTION 113 OF
CHAPTER 13 OF THE STATUTES OF NOVA SCOTIA 1987,
THE WILDLIFE ACT

- 1 In these regulations,
- (a) "Conservation Agreement" means the Interim Conservation Agreement entered into on the 13th day of October, A.D., 1989 between
- (i) the Shubenacadie Micmac District Bands (Afton, Pictou Landing, Millbrook, Shubenacadie, Horton and Bear River) of the First Part and Her Majesty the Queen in right of the Province of Nova Scotia of the Second Part, or
- (ii) the Acadia Band, Annapolis Valley Band, Chapel Island Band, Eskasoni Band, Membertou Band, Wagmatcook Band, Whycomomagh Band, the Native Council of Nova Scotia, the Union of Nova Scotia Indians of the First Part and Her Majesty the Queen in right of the Province of Nova Scotia of the Second Part;
- (b) "Micmac hunter" means a person described in Article 2.01 of a Conservation Agreement.
- 2 (1) A Micmac hunter hunting in accordance with a Conservation Agreement that applies to the Micmac hunter is exempt from the application of any provision of the Wildlife Act and the regulations thereunder to the extent that the provision conflicts with a provision of the Conservation Agreement.
- (2) A Micmac who stores wildlife taken in accordance with a Conservation Agreement is exempt from any provision of the Wildlife Act and the regulations thereunder requiring a person to hold or have a storage permit for the storage of the wildlife.
- 3 These regulations shall be effective from the 13th day of October, A.D., 1989 for so long as the applicable Conservation Agreement or any renewal thereof remains in force.

*Approved by the Lieutenant Governor
of Nova Scotia in Council on the*

24 day of *October* 19 *89*

H.R. Stevens

****CLERK OF THE EXECUTIVE COUNCIL****

89-1228

**This is Exhibit "F" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. Hame

Dated: 1 SEP 20 1977

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND,
CHAPEL ISLAND BAND, ESKASONI BAND
MEMBERTOU BAND, WAGMATCOOK BAND,
WHYCOCOMAGH BAND, SHUBENACADIE BAND,
and THE GRAND CHIEF OF THE MICMACS,
and THE NATIVE COUNCIL OF NOVA SCOTIA
and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA

OF THE SECOND PART

AGREEMENT

THIS CONSERVATION AGREEMENT made this 20th day of September, A.D., 1990.

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND, CHAPEL ISLAND BAND, ESKASONI BAND, MEMBERTOU BAND, WAGMATCOOK BAND, WHYCOCOMAGH BAND, SHUBENACADIE BAND, and THE GRAND CHIEF OF THE MICMACS and THE NATIVE COUNCIL OF NOVA SCOTIA and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA (hereinafter called the "Province")

OF THE SECOND PART

WHEREAS by Treaty dated the 22nd day of November, A.D. 1752, executed by His Excellency Peregrine Thomas Hopson Esquire Captain General and Governor in Chief in and over His Majesty's Province of Nova Scotia or Acadia ... and Major Jean Baptiste Cope Chief Sachem of the Tribe of Mick Mack Indians, inhabiting the Eastern Coast of the said Province and other Members and Delegates of the said Tribe, it was agreed, inter alia, that the said Tribe of Indians shall not be hindered from, but have free liberty of hunting as usual;

AND WHEREAS the Supreme Court of Canada in the decision of Simon v. The Queen, [1985] 2 S.C.R. 387 (S.C.C.) recognized the Treaty of 1752 as containing a right to hunt and as a treaty within the meaning of Section 88 of the Indian Act (Canada);

AND WHEREAS the Appeal Division of the Supreme Court of Nova Scotia in Denny, Paul and Syllboy v. The Queen recognized that the Mi'kmaq have an existing aboriginal right to fish for food outside of the boundaries of Indian Act reserves, subject to the needs of conservation;

AND WHEREAS withstanding anything in, and irrespective of, this Agreement, the Province of Nova Scotia recognizes and affirms that the Mi'kmaq have an existing aboriginal right to harvest outside of reserves wildlife for food and fur, subject only to the needs of conservation and public safety;

AND WHEREAS the parties are desirous for reasons of safety and conservation of entering into a Conservation Agreement;

AND WHEREAS the Native organizations are interested in achieving an adequate standard of community nutrition and economic well-being without jeopardizing the integrity of the natural environment;

NOW THEREFORE, by this Agreement, the parties establish the principles and procedures upon which they will conduct themselves.

ARTICLE I - AGREEMENT

Without Prejudice

1.01 Except with respect to the recognition and affirmation by the Province of the existing aboriginal right of the Mi'kmaq to harvest wildlife, this Agreement does not prejudice the rights or define the position of the parties with respect to the Treaty of 1752 or any other matter to which this Agreement pertains.

Initial Term and Renewal

1.02 The term of this Agreement shall extend for six months from the date of execution and will be automatically renewed unless a 30 day notice is received prior to the termination of the Agreement.

Renewal

1.03 This Agreement may be renewed for such further periods of time and upon such terms as the parties deem appropriate.

Interpretation

1.04 In this Agreement

- (a) "Micmac hunter" means a person described in Article 2.01;
- (b) "Native organizations" means the Union of Nova Scotia Indians and the Native Council of Nova Scotia;
- (c) "the Band" means a Band as defined in the Indian Act (Canada) that is a party to this Agreement; and
- (d) "Joint Management Board" means the Joint Management Board established pursuant to Article 9.

ARTICLE 2 - WHO CAN HUNT OR TRAP

Persons Covered

2.01 The hunting rights described in this Agreement may be exercised by a Micmac resident of Nova Scotia who qualifies in accordance with Articles 2.02 and 2.03 and

- (a) is a member of the Band, or
- (b) is a full member of the Native Council of Nova Scotia as at the date of this Agreement (unless a majority of the Joint Management Board concludes that member does not have an ancestral connection to the Micmac nation) or who becomes a full member of the Native Council of Nova Scotia after the date of this Agreement if such person can prove, to the satisfaction of a majority of the Joint Management Board that he or she has sufficient ancestral connection to the Micmac nation.

Qualifications

2.02 The Native organizations will restrict hunting and trapping to experienced hunters or trappers as of the date of this Agreement and any hunters and trappers who hereafter successfully complete a hunting and trapping course approved by the Joint Management Board.

Age

2.03 For safety reasons, the age limits for exercising Micmac hunting rights will be as follows:

- (a) Big Game - 18 years and over; 16 and 17 years when supervised by a person 18 years and over;
- (b) Small Game - 16 years and over; 14 and 15 years when supervised by a person 16 years and over;

- (c) Fur-bearing animals - 16 years and over, under 16 years when supervised by a person 16 years and over.

Identification

2.04 While hunting or trapping, Micmac hunters will carry with them a status card issued by the Department of Indian Affairs and Northern Development or a Band membership card issued by their Band or a full membership card issued by the Native Council or a general membership card issued by the Union of Nova Scotia Indians.

Idem

2.05 The identification referred to in Article 2.04 shall be produced to a Provincial Conservation Officer upon request.

Provincial Licenses

2.06 Micmac hunters do not require a Provincial hunting or trapping license to hunt or trap in accordance with this Agreement.

Idem

2.07 Micmac do not require a Provincial storage permit to store any wildlife taken in accordance with this Agreement.

ARTICLE 3 - WHERE MICMAC MAY HUNT AND TRAP

Crown Lands

3.01 Micmac hunters may hunt and trap on all Provincial Crown lands except lands that are, from time to time, designated:

- (a) as Provincial parks (unless hunting or trapping is otherwise permitted by the Province);
- (b) as wildlife sanctuaries, wildlife parks and wildlife management areas (unless hunting or trapping is otherwise permitted by the Province);
- (c) under the Special Places Act, S.N.S. 1980, c. 27,
- (d) as public or common highways (trapping of fur-bearers is permitted);
- (e) as municipal watershed areas;
- (f) by the Joint Management Board.

Identification of Excepted Lands

3.02 The parties will make every effort to identify the lands referred to in clauses 3.01 (a) to (f).

Notice

3.03 The Province will consult with the Joint Management Board prior to making any additions to the lands referred to in clauses 3.01 (a) to (e) and will notify the Native organization of additions to and deletions from the lands referred to in clauses 3.01 (a) to (e).

Hunting Permitted

3.04 Nothing herein prevents the Joint Management Board from permitting hunting and trapping by Micmac hunters on the lands referred to in clauses 3.01 (a) to (e).

Other Lands

3.05 The Province agrees that Micmac hunters hunting and trapping with permission on lands not referred to in Article 3.01 and in a manner consistent with this Agreement shall not be prosecuted.

ARTICLE 4 - WILDLIFE TO BE HARVESTED

Right to Hunt

4.01 Micmac hunters may hunt and trap wildlife pursuant to this Agreement and the Micmac hunters agree to hunt and trap in accordance with this Agreement.

Protected Wildlife

4.02 If any of the parties can, from time to time, show good cause to the Joint Management Board why a species of wildlife should not be hunted or trapped, or why a season or other harvest limit should be imposed for conservation purposes, the Joint Management Board will amend the Schedules in accordance with Article 9.03.

Idem

4.03 The Micmac hunters will not hunt or trap the species listed in Schedule I and will comply with Schedules II to IV.

ARTICLE 5 - INFORMATION

Reporting

5.01 Micmac hunters will report deer, moose or bear taken under this Agreement at a reporting station operated by the Band or the Native Council.

Use of Tags

5.02 Tags shall be attached to any deer, moose or bear harvested until it is transported to the residence of the Micmac who hunted it or for whose use it is intended.

Distribution

5.03 The Native organizations agree to distribute tags to their Micmac hunters.

Idem

5.04 Tags shall be provided to the Native organizations by the Province.

Costs

5.05 The Province shall bear the reasonable administration costs of Articles 5.03 and 5.04.

Reporting Stations

5.06 The Province will designate a suitable location identified by the Native organizations as reporting stations for the purposes of this Agreement.

Amendment

5.07 The Joint Management Board may amend this Article.

ARTICLE 6 - TIMES, METHODS AND EQUIPMENT

No Sunday Hunting

6.01 The Micmac hunters will not hunt on Sunday on land outside an Indian Reserve.

Sunday Trapping

6.02 Trapping is permitted on Sunday.

Hours of Hunting

6.03 Except as provided in Article 6.04, Micmac hunters will not hunt between one hour after sunset and one hour before sunrise on land outside an Indian Reserve.

Nuisance Wildlife

6.04 Micmac hunters may hunt nuisance wildlife, raccoons or porcupines at night provided night hunting is done pursuant to a permit issued by the Joint Management Board and in accordance with policies and procedures established by the Joint Management Board.

Time to Discharge Firearm/Bow

6.05 Except as provided in Article 6.04, the Micmac hunters will not discharge a firearm or bow between one-half hour after sunset and one-half hour before sunrise on land outside and Indian Reserve.

Use of Lights

6.06 The Micmac hunters will not use lights to hunt wildlife at night on land outside an Indian Reserve except pursuant to a permit issued by the Joint Management Board for the purpose referred to in Article 6.04.

Safety

- 6.07 Without limiting the generality of Article 6, the Micmac agree:
- (a) not to hunt or discharge a firearm or bow within 880 yards of a school;
 - (b) not to discharge a firearm or bow within 100 feet of a public or common highway;
 - (c) not to discharge a firearm or bow within 200 yards of a dwelling house or public building or within 440 yards of such places if a rifle is used (hunting or trapping within these limits is permitted if the Micmac hunter is the owner or occupier of the lands and the hunting or trapping does not occur within 200 yards of another person's dwelling house or public building);
 - (d) no loaded firearms are to be kept in vehicles except by disabled persons;
 - (e) not to hunt while under the influence of alcohol or drugs;
 - (f) to exercise due care and attention when using a firearm or bow;
 - (g) to wear a hunter orange cap or hat and shirt, vest or coat exposed to view in a manner as to be plainly visible from all directions during the big game hunting seasons prescribed under this Agreement;
 - (h) when a firearm or bow is to be transported at night in a wildlife habitat, to keep the firearm or bow in a case which is properly fastened, or completely wrapped in a material which is securely tied around the firearm or bow or is in the locked luggage compartment of a vehicle and the contents of the compartment are not accessible to the occupant of the vehicle from inside the vehicle; and
 - (i) not to hunt or trap in the immediate vicinity of activities conducted by the Province or activities authorized by a lease, license, special permit or letter of authority issued by the Province where hunting or trapping might endanger persons.
 - (j) no person shall transport a firearm or bow in or on a vehicle at any time unless it is encased. (This includes vehicles as defined in the Off-Highway Vehicles Act.)

ARTICLE 7 - USE OF WILDLIFE

Use of Pelts and Hides

7.01 Unless agreed otherwise by the Province, all pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold within the Province to non-Micmac are to be sold to a fur buyer or hide dealer licensed by the Province. The Province agrees to stamp any such pelts or hides free of charge to facilitate such sales.

Export Permits

7.02 The Province shall not require export permits. However, for convenience and conservation purpose, a permit should be obtained from the Department of Lands and Forest Office for pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold outside Nova Scotia by Micmac.

Use for Crafts

7.03 Nothing in this Agreement restricts the use of pelts or hides taken in accordance with this Agreement for religious or cultural purposes or in the manufacture of clothing or crafts by Micmac whether for sale or otherwise.

Trade

7.04 The parties will examine the feasibility of Micmac acting as fur buyers and hide dealers.

Use of Meat Harvested

7.05 The meat of any wildlife taken under this Agreement is for consumption or use in the Micmac community and will not be sold or traded commercially to persons who are not Micmac.

Game Farming

7.06 The parties will immediately examine the feasibility of commercial deer and other wildlife farming by Micmac.

Ceremonial Feathers

7.07 The Province will endeavour to provide feathers and other parts of species set out in Schedule 1 for ceremonial, religious or cultural purposes when requested by the Native organizations.

ARTICLE 8 - MONITORING AND ENFORCEMENT

Monitoring Harvest

8.01 The Native organizations are responsible for monitoring the hunting and trapping activities of their Micmac hunters. The Native organizations will inform their members of the provisions of this Agreement.

Enforcement

8.02 No Micmac hunter shall be prosecuted for acts authorized by this Agreement but the Native organizations agree that the Province may monitor hunting and trapping activities of this Agreement.

Idem

8.03 No Micmac who violates this Agreement may use it as a defence in a prosecution. The Province reserves the right to prosecute a Micmac hunter who violates this Agreement.

Notice

8.04 Notice of any prosecution referred to in Article 8.03 will be given to the accused, the Native organization to which the accused belongs, if known, and to the Joint Management Board.

Employment

8.05 The Province agrees to employ eight members of the Native organizations as full-time conservation officers or as assistant conservation officers during the seasons for hunting deer and moose prescribed pursuant to this Agreement.

Training

8.06 The parties will examine training required to qualify for the position of conservation officers.

Idem

8.07 For greater certainty, Article 8.05 supplements the hiring and employment policies and practises of the Province.

ARTICLE 9 - ADMINISTRATION

Joint Management Board

9.01 During the term of this Agreement, a Joint Management Board consisting of two representatives of the Union of Nova Scotia Indians, two of the Native Council of Nova Scotia and two of the Province (total of six) shall meet from time to time at the call of any member to administer the intent and purpose of this Agreement. Decisions of the Joint Management Board shall be unanimous except as provided in Article 2.01. A quorum shall be one representative of the Native organizations and one representative of the Province.

Data

9.02 Conservation is a shared responsibility. The Province agrees to provide the Joint Management Board with data respecting available wildlife population, harvesting statistics and studies and other information reasonably needed to assess the state of the wildlife resource of Nova Scotia and the quantity that can be harvested consistent with the needs of conservation. If requested by the Native organizations representatives on the Joint Management Board, the Province agrees to meet to present, interpret and discuss this information and conservation.

Procedure

9.03 The Joint Management Board may make such rules respecting its practises and procedures as are consistent with this Agreement and may amend the schedules from time to time.

ARTICLE 10 - ENACTMENTS

Provincial Enactments

10.01 The Province shall prepare, enact and make known all the necessary laws and regulations required to implement this Agreement.

IN WITNESS WHEREOF the parties have set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

Bruce Clarke
Witness

Witness

Bruce Clarke
Witness

Bruce Clarke
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
GRAND CHIEF DONALD MARSHALL SR.
Grand Chief of the MicMacs

[Signature]
CHIEF DEBORAH ROBINSON
Acadia Band

[Signature]
CHIEF DAVID TONEY
Annapolis Valley Band

[Signature]
CHIEF GEORGE JOHNSON
Chapel Island Band

[Signature]
CHIEF ALLISON BERNARD
Eskasoni Band

[Signature]
CHIEF TERRANCE PAUL
Memberou Band

[Signature]
CHIEF FRANCIS PIERRO
Wagmatcook Band

[Signature]
CHIEF RODERICK GOOGOO
Whycocomagh Band

CHIEF REG MALONEY
Shubenacadie Band

[Signature]
DR. VIOLA ROBINSON, President
Native Council of Nova Scotia

[Signature]
ALEXANDER CHRISTMAS, President
Union of Nova Scotia Indians
Roderick Googoo

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA

[Signature]
HON. GUY J. LEBLANC
Minister of Community Services

[Signature]
HON. CHARLES W. MACNEIL

SCHEDULE J

ARTICLE J - PROTECTED WILDLIFE

- 1.01 The Micmac will not hunt or trap
- (a) eagle
 - (b) osprey
 - (c) falcon
 - (d) hawk
 - (e) owl
 - (f) ptarmigan
 - (g) Canada grouse (commonly called the Spruce Partridge)
 - (h) Hungarian partridge
 - (i) marten
 - (j) lynx
 - (k) cougar
 - (l) fisher
 - (m) flying squirrel
 - (n) great cormorant
 - (o) double-crested cormorant
 - (p) gray jay
 - (q) blue jay
 - (r) northern raven
 - (s) red-winged blackbird
 - (t) rusty blackbird
 - (u) common grackle
 - (v) brown headed cowbird, and
 - (w) belted kingfisher.

SCHEDULE II

Moose Harvest

1.01 The total allowable harvest by all hunters (Micmac and non-Micmac) shall not exceed 283 in any year.

1.02 Two hundred moose hunting licenses will be allocated among all Nova Scotians in accordance with the Wildlife Act and regulations.

1.03 The allowable harvest for Micmac is 83 moose.

1.04 In the event the total allocation of two hundred moose hunting licenses allocated under 1.02 herein are not utilized, the remaining available moose may be harvested by the Micmac, to a maximum total by all hunters of 250 moose.

1.05 The Bands agree that the hunting of moose by Micmac shall take place only in those counties where the Province prescribes a moose season.

Deer Harvest

The bag limit for deer shall be determined by Band Chiefs based on achieving an adequate standard of community nutrition and consistent with good conservation practices.

SCHEDULE III

PROHIBITED EQUIPMENT

ARTICLE 1 - PROHIBITED WEAPONS, AMMUNITION AND TECHNIQUES

- 1.01 Equipment and practises prohibited in a wildlife habitat:
- (a) automatic firearm;
 - (b) prohibited or restricted firearm except under the authority of the Criminal Code (Canada);
 - (c) firearm which has been altered to operate as an automatic firearm;
 - (d) bullet of a tracer or incendiary type;
 - (e) arrow equipment with an explosive type of head of any description or tipped or carrying any poison or drug of any description;
 - (f) full metal case non-mushrooming or non-expanding bullet or ball;
 - (g) swivel or spring gun;
 - (h) center file rifle not greater than .23 calibre;
 - (i) shotgun greater than 10 gauge;
 - (j) device designed to deaden the sound of the report of a firearm;
 - (k) crossbow;
 - (l) shot larger than .24 inches (AAA or No. 4 Buckshot) except rifled slugs or ball during the open season for big game;
 - (m) hooks capable of holding wildlife, including fish hooks;
 - (n) poisons
 - (o) explosives; or
 - (p) other items prescribed from time to time by the Joint Management Board as prohibited items.

ARTICLE 2 - BIG GAME HUNTING

- 2.01 A Micmac hunter may for the purpose of hunting, taking or killing big game, carry or possess any one of the following provided it is not prohibited under Article 1.01:
- (a) a rifle and ammunition of .23 calibre and greater;
 - (b) a shot gun, of 28, 20, 16, 12 or 10 gauge, using a single projectile;
 - (c) a muzzle loaded firearm of .45 calibre and greater; or
 - (d) a bow with a draw weight of 50 pounds and greater within the draw length of the archer when hunting moose and 40 pounds and greater within the draw length of the archer when hunting big game other than moose and any arrow fitted with a broadhead.

- 2.02 Equipment and practises prohibited while hunting big game in a wildlife habitat:
- (a) any trap or snare that could be used to take or hold big game excluding bears;
 - (b) dogs;
 - (c) taking big game while it is swimming; or
 - (d) other items or practises that the Joint Management Board agrees be restricted.

ARTICLE 3 - SMALL GAME HUNTING

- 3.01 A Micmac hunter may, for the purpose of hunting, taking or killing small game, carry or possess any one of the following provided it is not prohibited under Article 1.01:
- (a) one shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot); or
 - (b) one hand drawn bow with broadheads.

3.02 Following the first Saturday in December until the 15th day of February in the year following, a Micmac hunter may possess a rim-fire rifle of .22 calibre or a muzzle loading rifle of .40 calibre or less.

ARTICLE 4 - FURBEARING ANIMALS

4.01 A trapping device is prohibited in a wildlife habitat unless it is one of the following:

- (a) a box trap;
- (b) a body gripping trap that is designed to kill quickly;
- (c) a submarine trap;
- (d) a non-powdered neck or body snare;
- (e) a steel jaw trap with a jaw spread of less than seven and one-half inches; or
- (f) a leg or foot snare.

4.02 No Micmac hunter shall set a snare or trap designed to hold wildlife alive without examining each trap or snare set at least once daily.

4.03 No Micmac hunter shall use a trap equipped with a spearing device, teeth serrations or hooks.

4.04 No Micmac hunter shall set spring poles or running poles unless they are equipped with a killing trap or snare.

4.05 No Micmac hunter shall use a body gripping trap with a jaw spread greater than six inches except:

- (a) in or over water;
- (b) in a dog proof box; or
- (c) where the trap is set at least five feet above the ground.

4.06 Micmac hunters will not set a suspended snare for the purpose of taking a fur-bearing animal unless:

- (a) the snare has a locking mechanism which prevents the snare from expanding;
- (b) the snare is set entirely under water; or
- (c) the snare is made from copper or brass for the purpose of harvesting a red squirrel or snowshoe hare.

4.07 Except for the purpose of taking a bobcat, lynx, coyote or fox, a Micmac hunter will not set a leg or foot hold trap to take a fur-bearing animal unless:

- (a) the trap is set for beaver, otter, mink or muskrat and is attached to a device that is designed to submerge the animal and prevent it from resurfacing;
- (b) the trap is set for muskrat or mink and is sufficiently heavy to submerge the mink or muskrat and prevent the animal from resurfacing;
- (c) the trap is set for weasel, red squirrel or mink and is set in such a manner as to kill the animal immediately upon springing the trap; or
- (d) the trap is set for a raccoon and has jaws which are padded with rubber compound specifically designed to reduce injury to the animal.

4.08 A Micmac hunter will report to the Joint Management Board through the nearest Lands and Forests Office any fur-bearer which is accidentally taken and to which he is not entitled.

ARTICLE 5 - BEAR SNARING

- 5.01 Bear may only be snared with an aldrich type foot snare.
- 5.02 Bear snares shall be checked every 24 hours.
- 5.03 Off the reserves, bear may only be hunted at bait stations that are registered with the Department of Lands and Forests.

ARTICLE 6 - NON PROTECTED WILDLIFE

- 6.01 Non protected wildlife Includes:
- (a) mice and rats;
 - (b) vole and shrews;
 - (c) porcupine;
 - (d) rock dove (common pigeon);
 - (e) crows;
 - (f) European starlings;
 - (g) English sparrows;
 - (h) coyote;
 - (i) woodchucks (common groundhogs);
 - (j) skunks;
 - (k) reptiles excluding Blanding's, turtles and ribbon snakes;
 - (l) amphibians; and
 - (m) red squirrels.
- 6.02 A Micmac hunter may, for the purposes of hunting, taking, or killing non protected wildlife, carry or possess any one of the following provided it is not prohibited by Article 1.01:
- (a) a shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot);
 - (b) a bow and arrow with or without a broadhead; or
 - (c) a rim fire rifle of .22 calibre or a muzzle loaded rifle of .40 calibre or less after the first Saturday in December until the 15th day of February in the year following.
- 6.03 In addition to the items described in 6.02, a Micmac hunter hunting a coyote may use a rifle with a cartridge having a bullet which weighs 80 grains or less or any muzzle loaded rifle of a calibre of .45 or less after the first Saturday in December until March 31 of the year following.

SCHEDULE IV
SEASONS

Deer Season

1.01 For the purposes of the Conservation Agreement between the undersigned Bands, the 1990 deer hunting season for Micmac hunters is:

Bow: September 16 - December 1, 1990

Muzzle-loaded firearm or shotgun: October 16 - December 1, 1990

Rifle: October 16 - December 1, 1990

excluding Sundays.

Moose Season

2.01 For the purposes of the Conservation Agreement between the undersigned Bands and the Province, the 1990 moose hunting season for Micmac hunters is September 24th - 29th and October 15th - 25th.

Furbearer, Bear and Small Game

3.01 For the purposes of the Conservation Agreement between the undersigned Bands and the Province, Micmac hunters will observe the same regulations for hunting and trapping of furbearers, bear and small game as are prescribed by the Province under the Wildlife Act.

**This is Exhibit "G" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**

G. Hawe



NOVA SCOTIA

Natural Resources

Fax Transmission

Nova Scotia Department of Natural Resources
Regional Services Branch
1701 Hollis St., 2nd Floor
Halifax, N.S. B3J 3M8
Fax: 902-424-7735

To: Frank Jessy
Native Council of Nova Scotia

Date: April 26, 2005

Fax #: (902) 895-8182

Pages: 18 including this cover sheet

From: Lynne Stewart

Subject: Mi'kmaq Aboriginal Peoples Harvesting Policy
Disposition of Dead Wildlife Policy

COMMENTS:

Please see the attached policies from the Nova Scotia Department of Natural Resources, Regional Services Operations Manual as requested.

Thanks.

Contact (902) 424-4297 for fax transmission problems.

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A. SUBJECT

This chapter outlines the department's policy and guidelines for enforcement issues related to Mi'kmaq Harvesting Constitutional, Treaty and Aboriginal Rights in Nova Scotia.

Definitions ATRA Passport - Aboriginal and Treaty Rights Access Passport issued for identification by the Native Council of Nova Scotia Netukulimkewe'l Commission.

B. REFERENCES

1. Native Council of Nova Scotia Netukulimkewe'l Commission
2. Constitution Act, 1982
3. R vs. Marshall 1999
4. Supreme Court of Canada Sparrow Decision
5. Nova Scotia Wildlife Act

C. POLICY

- C. 1. The department will only recognize Nova Scotia Mi'kmaq Harvesters as having a Mi'kmaq Treaty and Aboriginal Right to hunt and fish in Nova Scotia.
- C. 2. Charges relating to public safety and species conservation will be enforced against Mi'kmaq Harvesters.
- C. 3. Wildlife enforcement will not be carried out on Indian Reserves.
 - a. Complaint's received concerning any statutes involving Indian Reserves will be referred to the RCMP.
 - b. When an offence occurs off the reserve and the offender takes refuge on a Reserve, the matter is to be referred to the RCMP for assistance
- C. 4. All incidents of threats to any employee, or information on possession of weapons will be reported in writing within twenty four hours, to the Regional Enforcement Coordinator.

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- C. 5. Conservation Officers will investigate all reported native harvesting on Crown Land.
- C. 6. All discussions or involvement related to any Aboriginal will be directed to and reviewed by the department internal Steering Committee on Aboriginal Issues before any action is taken; except
- a. issues related to the Wildlife Act and Regulations.
- D. GENERAL
- D. 1. The department acknowledges the Constitutional, Treaty and Aboriginal Rights of Mi'kmaq people to hunt and fish for food, social and ceremonial purposes.
- D. 2. This policy applies to Mi'kmaq persons with identification as noted in E.1. and E.2. as having Mi'kmaq Treaty and Aboriginal Rights while hunting and fishing in Nova Scotia.
- D. 3. The Office of Aboriginal Affairs has been designated by the Government of Nova Scotia as the provincial department responsible for the co-ordination of all matters relating to Aboriginal people.
- a. All requests to the department relating to Reserve Lands (eg. rights of way) will be referred by head office to the Minister responsible for Aboriginal Affairs for approval before any action is taken.
- D. 4. Provincial highways through Reserves are not considered part of the Reserve.
- a. Refer occurrences on these highways to the RCMP.
- D. 5. There are thirteen Mi'kmaq Bands in Nova Scotia. (see App. I-15-1)
- D. 6. There are twelve Off-Reserve Mi'kmaq Aboriginal peoples geographic zones in Nova Scotia under the Native Council of Nova Scotia (see App. I-15-3)

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E. IDENTIFICATION**E. 1. Status Mi'kmaq Fish and Wildlife Harvesters**

- a. They carry a Certificate of Indian Status Card for identification. It is issued by the Department of Indian Affairs and Northern Affairs Canada. (see I-15-2). There are several valid versions of the card, all will have:
1. the Indian and Northern Affairs Canada logo; and
 2. Either a 9 or 10 digit registration number; or
 3. the name of a band with a band number.
 4. Newer cards issued to adults will have a five year expiry date. The expiry date is administrative, the card is still considered valid.
 1. Minors cards will have a two year expiry date.

E. 2. Native Council of Nova Scotia, Netulkulimkewe'l Commission

- a. This Commission states it is responsible for the management of all natural resources on behalf of the off-reserve Mi'kmaq Aboriginal People in Nova Scotia. The Commission has supplied information outlining their harvest management regime. (see App. I-15-3).
- b. The Commission uses the Aboriginal and Treaty Rights Access (ATRA) Passport as identification.
1. This may be in a booklet or wallet size laminated card bearing the harvesters photograph, description and a non-transferable identification number. (see App. I-15-3)

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E. 3. Identification Not Available

- a. If a person claims to have a Mi'kmaq Aboriginal Harvester right to hunt and fish but is unable to provide suitable identification as outlined in E.1. or E.2.
 1. Investigate the matter as though the person does not have that right.
 2. If circumstances warrant, issue an Appearance Notice requiring the person to produce suitable identification within a reasonable time depending on the circumstances.
 3. When appropriate identification is produced or verified cancel the Appearance Notice.
- b. If the person claims to be a Mi'kmaq Aboriginal ATRA Passport holder you may contact one of the following Netukulimk Prefects 24 hours a day, 7 days a week for immediate verification;
 1. Tim Martin - Cell: (902) 899-0361
 2. Cory Francis - Cell: (902) 899-0343
 3. Frank Jesty - Cell (902) 899-0362 or
 4. Contact their office Monday to Friday 08:30 - 16:30 hr. Phone (902) 895-7050, Fax (902) 895-8182

F. WILDLIFE OCCURRENCE**F. 1. Conservation Officer**

- a. You may consult with the local band or the Native Council of Nova Scotia, Netukulimkewe'1 Commissioner, which ever is appropriate under the circumstances to try and resolve the issue.

Native Council of Nova Scotia
Netukulimkewe'1 Commission
Box 1320, Truro N.S. B2N 5N2
Attention: Netukulimkewe'1 Commissioner
Phone (902) 895-7050, Fax (902) 895-8182

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F. 1. Conservation Officer (continued)

- b. Lay charges where doing so is determined to be the appropriate course of action.
 - 1. You must on reasonable grounds believe the occurrence is safety or conservation related.
 - 1. Biological data and expert witness evidence is required to proceed on conservation related issues.
 - 2. Consult with the Regional Enforcement Coordinator, and/or the crown when further clarification is required.

F. 2. Antlerless Deer

- a. It is not an offence for a Mi'kmaq person to harvest antlerless deer.

F. 3. Bear

- a. Bait sites must be registered with the department.
 - 1. Mi'kmaq Harvesters are not required to hunt at bait sites.
- b. Bear galls must be sealed prior to export or sale.
 - 1. They will be sealed free of charge to Mi'kmaq Harvesters.

F. 4. Non-Aboriginal People

- a. A Mi'kmaq person's Treaty or Aboriginal Rights cannot be exercised by a non-Aboriginal person. (ie: a non-Aboriginal person not having a moose license could not exercise the privilege of a non-Aboriginal person having a moose license)

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F. 5. Meat Permits

- a. Not required for Mi'kmaq person to possess meat.
- b. Will be issued to non-natives who acquire meat of a game animal harvested by a person who meets the criteria outlined in E.1. and E.2.
 1. When the source of the meat is questionable, request the aboriginal person appear at the office with proper identification as outlined in E.1. and E.2.

F. 6. Returns and Submissions

- a. Mi'kmaq Harvesters are encouraged to submit biological submissions and information returns. There is no mandatory requirement for compliance.

F. 7. Stamping Pelts

- a. There is no obligation for Mi'kmaq Harvesters to have pelts stamped.
- b. It is an offence to Fur Buyers to possess a pelt which is not stamped. Pelts will be stamped free of charge for Mi'kmaq Harvesters.

F. 8. Export Permits

- a. Mi'kmaq Harvesters require this permit.
- b. Identification as outlined in E.1. and E.2. will be accepted by the department in place of a Fur Harvesters License.

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G. FIREARM/BOW HUNTING CERTIFICATE

G. 1. General

- a. The Mi'kmaq Community actively promotes public safety in the use of firearms and bows.
 1. The Native Council of Nova Scotia Netukulimkewe'l Commission does not allow harvesting by ATRA Passport Harvesters using a firearm or bow unless the ATRA Harvester has provided the Native Council of Nova Scotia Netukulimkewe'l Commission with a copy of their Firearm or Bow/Hunting Certificate.

G. 2. Conservation Officer

- a. When it is determined a Mi'kmaq Harvester requires firearm or bow safety training:
 1. Forward correspondence you deem necessary to the Native Council of Nova Scotia Netukulimkewe'l Commission, or consult with the persons local band.
- b. The department actively promotes implementing Mi'kmaq Aboriginal Firearm and Bow safety instructors to be trained from within the Mi'kmaq Community.

H. HARVESTING CROWN LAND

H. 1. Regional Enforcement Coordinator

- a. When notified of an occurrence immediately submit a briefing note to the Regional Director and Director of Enforcement advising of;
 1. Area Office Name, not county name.
 2. Location of Site
 3. Approximate number of people involved
 4. Names of persons charged/warned
 5. Any other pertinent information

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H. 1. Regional Enforcement Coordinator (continued)

- b. Where harvesting is inconsistent with this policy and C.6. has been complied with charges may be laid.
- c. The decision to seize equipment and wood should be based upon on what is required to prove the charge and prevent the continuation of the offence.
 - 1. Wood seized as the result of enforcement action is to be immediately sold to a mill.
 - 1. Send the money to accounts in Halifax, account number 214033.
 - 2. Place your file number and the account number on all direct deposit slip and receipts.
 - 3. Keep a photocopy of the slips/receipts on file

I. DISPOSITION of WOOD

I. 1. Tender Thresholds

- a. For amounts valued up to \$4,999;
 - 1. Obtain at least three local bids.
 - 2. The tender may be placed on the electronic bulletin board.
 - 3. Everyone who has indicated an interest in bidding on wood volumes should be invited to bid, (see J.1.a.1)
- b. For amounts greater than \$5,000 and up to \$19,999 :
 - 1. The volume must be tendered; and
 - 2. Placed on the electronic bulletin board; and
 - 3. Advertise in local papers.
 - 1. Advertisements are optional when everyone on the lists noted in J.1.a. has been notified.

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I. 1. Tender Thresholds (continued)

- c. For amounts greater than \$20,000:
 - 1. Placed on the electronic bulletin board; and
 - 2. Must be advertized in local papers.
 - 1. Notify the Public Tender Office of the local newspapers to advertise in.

J. STEERING COMMITTEE on ABORIGINAL ISSUES

J. 1. General

- a. This committee has been established to address all aspects relating to Aboriginal issues within the department.
- b. The committee communicates with Aboriginal Affairs and reports directly to our Deputy Minister.
- c. The committee is chaired by the Executive Director of Renewable Resources.

J. 2. Staff

- a. All discussions or involvement related to Aboriginals, including any mention of Aboriginals in any correspondence or documentation whether related to an Aboriginal right or a routine matter handled through policy is to be forwarded by a report through normal channels to one of the following persons on the committee. This does not apply to issues related to the Wildlife Act.
 - 1. Department Solicitor
 - 2. Executive Director Land Services Branch
 - 3. Executive Director Planning Secretariat
 - 4. Planning and Development Officer
 - 5. Director of Program Development
 - 6. Director of Crown Lands

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- J. 2. a. Committee Representatives (continued)**
- 7. Director of Enforcement
 - 8. Planner, Mineral Development
 - 9. Director of Wildlife
- b. No decision, comments or written replies are to made until direction is received from the steering committee.
- c. Restrict comments on Aboriginal issues to facts, do not make judgements, interpret issues or offer opinions.
- J. 3. Committee Member**
- a. Reply to the originator of the report answering questions and addressing issues.
 - b. File all correspondence at Central Registry.
- J. 4. Committee Chair**
- a. Makes committee related decisions and take issues forward to Aboriginal Affairs for direction.

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A. SUBJECT

This chapter outlines the policy and procedure for disposing of dead wildlife.

Definition:

Wildlife - In this policy the word includes parts of wildlife.

B. REFERENCE

- B. 1. Wildlife Act and Regulations
- B. 2. Endangered Species Act
- B. 3. Migratory Birds Convention Act

C. POLICY

- C. 1. Staff will dispose of wildlife coming into their possession as a result of their employment with the department.
 - a. They will not keep the wildlife for personal consumption or use.
- C. 2. Area Supervisors will ensure there is no actual or perceived conflict of interest with staff when disposing of wildlife.
- C. 3. Species listed in the Endangered Species Act will be disposed of as authorized by the Director of Wildlife.

D. GENERAL

- D. 1. Staff
 - a. When a person does not have a license/permit to legally possess wildlife and they take it to a taxidermist to have it prepared refer to II.8 for direction.
 - b. Contact the Wildlife Division for direction on disposition of specimens of special interest. (eg: rare species)

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E. WILDLIFE INVESTIGATION REPORT**E. 1. Staff**

- a. Make reference to the permit on the Wildlife Investigation Report when authorization to possess wildlife is granted by the following permits:
1. Meat Disposal and Storage Permit,
 2. Salvage Permit,
 3. Permit to Possess Eagle Carcass or Parts
 4. Taxidermy Permit.

F. SALVAGE PERMIT

- F. 1.** May be issued to a person who applies to possess found dead wildlife. (see App. II-5-1)
- a. Mi'kmaq persons identified in I.15.E.1. and 2. only require this permit for species listed as Endangered or Threatened under the Nova Scotia Endangered Species Act.

G. ENDANGERED SPECIES**G. 1. Disposing of**

- a. The Director of Wildlife has authority under Section 14 of the Nova Scotia Endangered Species Act, to dispose of wildlife listed in the act, for aboriginal social/ceremonial purposes and for scientific or educational purposes.
1. No other authorization can be given to possess species of wildlife, or their parts, listed as Endangered or Threatened under the Nova Scotia Endangered Species Act (see App. II-8-2-C.2.)

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G. 1. Disposing of (continued)

b. Mainland Moose

1. When the meat is considered suitable for human consumption it may be disposed of by giving it to a Mi'kmaq Band if the Chief of the Band agrees that the meat is to be used only for aboriginal social or ceremonial purposes.

1. Obtain a Salvage Permit from the Director of Wildlife as outlined in F.1.a. and G.1. prior to transferring the meat to the Band Chief.

c. When the meat is not considered suitable for human consumption, disposed of it as outlined in J.1.b.3.

H. PERMIT TO POSSESS EAGLE PARTS/CARCASS

H. 1. Mi'kmaq Persons

a. A permit for the carcass or parts of an eagle to be used in cultural or ceremonial purposes may be issued to a Mi'kmaq person when written authorization is received from the Mi'kmaq Grand Chief or the individual's Band Chief.

H. 2. Staff

a. When the carcass or parts of an eagle are turned over to a Mi'kmaq person complete the permit. (see App II-5-2)

1. Forward a copy of the permit and the written authorization from the Grand Chief or Band Chief to the Manager, Biodiversity, Wildlife Division, Kentville.

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I. DISPOSITION of MEAT SUITABLE FOR HUMAN CONSUMPTION**I. 1. Staff**

- a. Prior to giving meat away for human consumption determine if it is suitable. (ie: you have knowledge of where, when and/or how the animal died and are satisfied the carcass was properly field dressed, handled, stored, cut up and wrapped)

I. 2. Hit by Vehicle

- a. The carcass may be given to the operator of the vehicle or their designate,
 1. Issue a Wildlife Meat Disposal and Storage Permit.(see App II-5-3)

I. 3. Enforcement Action

- a. As a result of enforcement action meat can be disposed of;
 1. As directed by the court; or
 2. Returned to the owner; or
 3. As outlined in I.4, below; or
 4. If not suitable for human consumption, see J.1.b.

I. 4. Other

- a. May be given to a charitable organization, or
- b. To persons who provide written documentation from a doctor stating they must avoid commercially raised meat products. (See App II-5-3)

I. 5. Mainland Moose

- a. Dispose of as outlined in G.

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J. DISPOSITION of MEAT NOT SUITABLE FOR HUMAN CONSUMPTION

J. 1. Staff

- a. When the animal involved was taken by a licenced hunter and suitability of its meat for human consumption is in question, (see II.4.H).
- b. Dispose of the meat/carcass by:
 1. Giving it to a licenced captive wildlife facility as animal food, or
 2. To a fur farm as animal food, or
 3. Natural recycling.
- c. When giving the meat/carcass away in accordance with J.1. b.1. and 2., complete the Wildlife Meat Storage and Disposal Permit. (see App II-5-3)
 1. Clearly mark on the form, "NOT FOR HUMAN CONSUMPTION." and boldly circle the notation.
 2. Give a copy to the recipient.

K. FURBEARING ANIMALS - PELTS, BEAR GALLS and CLAWS

K. 1. Staff

- a. Forward specimens to the Wildlife Division when:
 1. They are suitable for commercial sale or use in trapper training courses.
 2. The animal was accidentally trapped in excess of the bag limit.
 3. They are from enforcement action and are not being returned to the owner or directed otherwise by the court.

K. 2. Director of Wildlife

- a. Dispose of specimens by use for educational purposes, sale through trappers association, enforcement purposes or natural recycling.

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L. MIGRATORY BIRDS**L. 1. Public Queries**

- a. The public must contact the Canadian Wildlife Service in Sackville New Brunswick to obtain the necessary permits to keep migratory birds. (Phone: 1-506 -364 - 5044).

L. 2. Department Permit

- a. Canadian Wildlife Service issues an annual Scientific Salvage/Educational Permit to the department authorizing department employees and contractors to salvage or receive migratory birds, eggs and nests.
 1. Specimens may also be mounted for educational purposes in department offices.
- b. As a condition of the permit annual statistics are compiled and reported by the Wildlife Division to the Canadian Wildlife Service.

L. 3. Staff

- a. Birds that are injured or sick and can not be transported to diagnostic or rehabilitation facilities must be euthanized. (see II. 3.)
- b. Report the number and type of migratory birds received or salvaged and the final disposition on the Wildlife Information Report.
- c. For further information concerning Migratory Birds contact the Manager Wetlands and Coastal Habitats Program, Wildlife Division, Kentville. (Phone: 902-679-6224)

L. 4. Area Supervisor

- a. Ensure staff advise the Wildlife Division when the disposition of migratory birds occurs after submitting the Wildlife Information Report.

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M. MARINE MAMMALS AND MARINE TURTLES

- M. 1.** The Department of Fisheries and Oceans is responsible for the management of marine mammals and marine turtles.
- M. 2.** Report stranded or dead marine mammals and marine turtles to the toll free Marine Mammals Hotline at 1-866-567-6277.

Lynne Stewart - Re: Request for Policy by Frank Jessy, Native Council of NS

Page 1

From: Chuck E Moore
To: Lynne Stewart
Date: 2005-04-26 10:23:38 am
Subject: Re: Request for Policy by Frank Jessy, Native Council of NS

Yes he did, thanks for checking. We've given to them before, double check with John though. They also wanted info on eagle feathers OM II.5.

THIS INTERIM CONSERVATION AGREEMENT made this 13th day of October, A.D., 1989.

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND, CHAPEL ISLAND BAND, ESKASONI BAND, MEMBERTOU BAND, WAGMATCOOK BAND, WHYCOCOMAGH BAND and THE NATIVE COUNCIL OF NOVA SCOTIA and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA,

(hereinafter called the "Province")

OF THE SECOND PART

WHEREAS by Treaty dated the 22nd day of November, A.D. 1752, executed by His Excellency Peregrine Thomas Hopson Esquire Captain General and Governor in Chief in and over His Majesty's Province of Nova Scotia or Acadie . . . and Major Jean Baptiste Cope Chief Sachem of the Tribe of Mick Mack Indians, inhabiting the Eastern Coast of the said Province and other Members and Delegates of the said Tribe, it was agreed, inter alia, that the said Tribe of Indians shall not be hindered from, but have free liberty of hunting as usual;

AND WHEREAS the Supreme Court of Canada in the decision of Simon v. The Queen, [1985] 2 S.C.R. 387 (S.C.C.) recognized the Treaty of 1752 as containing a right to hunt and as a treaty within the meaning of Section 88 of the Indian Act (Canada);

AND WHEREAS differences between the parties to this Agreement respecting the Treaties remain;

AND WHEREAS the parties are desirous for reasons of safety and conservation of entering into an Interim Conservation Agreement;

AND WHEREAS the Native organizations are interested in achieving an adequate standard of community nutrition and economic well-being without jeopardizing the integrity of the natural environment;

NOW THEREFORE, by this Interim Conservation Agreement, the parties establish the principles and procedures upon which they will conduct

themselves outside Indians Reserves until such time as the differences between them with respect to hunting are resolved;

ARTICLE 1 - INTERIM AGREEMENT

Without Prejudice

1.01 This Agreement does not prejudice the rights or define the position of the parties with respect to the Treaty of 1752 or any other matter to which this Agreement pertains.

Initial Term

1.02 The term of this Agreement shall extend for one year from the date of execution.

Renewal

1.03 This Agreement may be renewed for such further periods of time and upon such terms as the parties deem appropriate.

Interpretation

- 1.04 In this Agreement
- (a) "Micmac hunter" means a person described in Article 2.01;
 - (b) "Native organizations" means the Union of Nova Scotia Indians and the Native Council of Nova Scotia;
 - (c) "the Band" means a Band as defined in the Indian Act (Canada) that is a party to this Agreement; and
 - (d) "Joint Management Board" means the Joint Management Board established pursuant to Article 9.

ARTICLE 2 - WHO CAN HUNT OR TRAP

Persons Covered

2.01 The hunting rights described in this Agreement may be exercised by a Micmac resident of Nova Scotia who qualifies in accordance with Articles 2.02 and 2.03 and

- (a) is a member of the Band, or

- (b) is a full member of the Native Council of Nova Scotia as at the date of this Agreement (unless a majority of the Joint Management Board concludes that that member does not have an ancestral connection to the Micmac nation) or who becomes a full member of the Native Council of Nova Scotia after the date of this Agreement if such person can prove, to the satisfaction of a majority of the Joint Management Board that he or she has sufficient ancestral connection to the Micmac nation.

Qualifications

2.02 The Native organizations will restrict hunting and trapping to experienced hunters or trappers as of the date of this Agreement and any hunters and trappers who hereafter successfully complete a hunting and trapping course approved by the Joint Management Board.

Age

2.03 For safety reasons, the age limits for Micmac hunters using a firearm or bow will be as follows:

- (a) Big Game - 18 years and over; 16 and 17 years when supervised by a person 18 years and over;
- (b) Small Game - 16 years and over; 14 and 15 years when supervised by a person 16 years and over;
- (c) Fur-bearing animals - 16 years and over, under 16 years when supervised by a person 16 years and over.

Identification

2.04 While hunting or trapping, Micmac hunters will carry with them a status card issued by the Department of Indian Affairs and Northern Development or a Band membership card issued by their Band or a full membership card issued by the Native Council or a general membership card issued by the Union of Nova Scotia Indians.

Idem

2.05 The identification referred to in Article 2.04 shall be produced to a Provincial Conservation Officer upon request.

Provincial Licenses

2.06 Micmac hunters do not require a Provincial hunting or trapping license to hunt or trap in accordance with this Agreement.

Idem

2.07 Micmac do not require a Provincial storage permit to store any wildlife taken in accordance with this Agreement.

ARTICLE 3 - WHERE MICMAC MAY HUNT AND TRAP

Crown Lands

3.01 Micmac hunters may hunt and trap on all Provincial Crown lands except lands that are, from time to time, designated:

- (a) as Provincial parks (unless hunting or trapping is otherwise permitted by the Province);
- (b) as wildlife sanctuaries, wildlife parks and wildlife management areas (unless hunting or trapping is otherwise permitted by the Province);
- (c) under the Special Places Act, S.N.S. 1980, c. 27;
- (d) as public or common highways (trapping of fur-bearers is permitted);
- (e) as municipal watershed areas;
- (f) by the Joint Management Board.

Identification of Excepted Lands

3.02 The parties will make every effort to identify the lands referred to in clauses 3.01(a) to (f).

Notice

3.03 The Province will consult with the Joint Management Board prior to making any additions to the lands referred to in clauses 3.01(a) to (e) and will notify the Native organization of additions to and deletions from the lands referred to in clauses 3.01(a) to (e).

Hunting Permitted

3.04 Nothing herein prevents the Joint Management Board from permitting hunting and trapping by Micmac hunters on the lands referred to in clauses 3.01(a) to (e).

Other Lands

3.05 The Province agrees that Micmac hunters hunting and trapping with permission on lands not referred to in Article 3.01 and in a manner consistent with this Agreement shall not be prosecuted.

ARTICLE 4 - WILDLIFE TO BE HARVESTED

Hunting and Trapping

4.01 Micmac hunters may hunt and trap wildlife pursuant to this Agreement and the Micmac hunters agree to hunt and trap in accordance with this Agreement.

Protected Wildlife

4.02 If any of the parties can, from time to time, show good cause to the Joint Management Board why a species of wildlife should not be hunted or trapped, or why a season or other harvest limit should be imposed for conservation purposes, the Joint Management Board will amend the Schedules in accordance with Article 9.03.

Idem

4.03 The Micmac hunters will not hunt the species listed in Schedule I and will comply with Schedules II to IV.

ARTICLE 5 - INFORMATION

Reporting

5.01 Micmac hunters will report deer, moose or bear taken under this Agreement at a reporting station operated by the Band or the Native Council.

Use of Tags

5.02 Tags shall be attached to any deer, moose or bear harvested until it is transported to the residence of the Micmac who hunted it or for whose use it is intended.

Distribution

5.03 The Native organizations agree to distribute tags to their Micmac hunters.

Idem

5.04 Tags shall be provided to the Native organizations by the Province.

Costs

5.05 The Province shall bear the reasonable administration costs of Articles 5.03 and 5.04.

Reporting Station

5.06 The parties will designate suitable locations identified by the Native organizations as reporting stations for the purposes of this Agreement.

Amendment

5.07 The Joint Management Board may amend this Article.

ARTICLE 6 - TIMES, METHODS AND EQUIPMENT

No Sunday Hunting

6.01 The Micmac hunters will not hunt on Sunday on land outside an Indian Reserve.

Sunday Trapping

6.02 Trapping is permitted on Sunday if a firearm or bow is not used.

Hours of Hunting

6.03 Except as provided in Article 6.04, Micmac hunters will not hunt between one hour after sunset and one hour before sunrise on land outside an Indian Reserve.

Nuisance Wildlife

6.04 Micmac hunters may hunt nuisance wildlife, raccoons or porcupines at night provided night hunting is done pursuant to a permit issued by the Joint Management Board and in accordance with policies and procedures established by the Joint Management Board.

Time to Discharge Firearm/Bow

6.05 Except as provided in Article 6.04, the Micmac hunters will not discharge a firearm or bow between one-half hour after sunset and one-half hour before sunrise on land outside an Indian Reserve.

Use of Lights

6.06 The Micmac hunters will not use lights to hunt wildlife at night on land outside an Indian Reserve except pursuant to a permit issued by the Joint Management Board for a purpose referred to in Article 6.04.

Safety

6.07 Without limiting the generality of Article 6, the Micmac agree:

- (a) not to hunt or discharge a firearm or bow within 880 yards of a school;
- (b) not to discharge a firearm or bow within 100 feet of a public or common highway;
- (c) not to discharge a firearm or bow within 200 yards of a dwelling house or public building or within 440 yards of such places if a rifle is used (hunting or trapping within these limits is permitted if the Micmac hunter is the owner or occupier of the lands and the hunting or trapping does not occur within 200 yards of another person's dwelling house or public building);
- (d) no loaded firearms are to be kept in vehicles except by disabled persons;
- (e) not to hunt while under the influence of alcohol or drugs;
- (f) to exercise due care and attention when using a firearm or bow;
- (g) to wear a hunter orange cap or hat and shirt, vest or coat exposed to view in a manner as to be plainly visible from all directions during the big game hunting seasons under this Agreement;
- (h) when a firearm or bow is to be transported at night in a wildlife habitat, to keep the firearm or bow in a case which is properly fastened, or completely wrapped in a material which is securely tied around the firearm or bow or is in the locked luggage compartment of a vehicle and the contents of the compartment are not accessible to the occupant of the vehicle from inside the vehicle; and
- (i) not to hunt or trap in the immediate vicinity of activities conducted by the Province or activities authorized by a lease, license, special permit or letter of authority issued by the Province where hunting or trapping might endanger persons.

ARTICLE 7 – USE OF WILDLIFE

Use of Pelts and Hides

7.01 Unless agreed otherwise by the Province, all pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold within the Province to non-Micmac are to be sold to a fur buyer or hide dealer licensed by the Province. The Province agrees to stamp any such pelts or hides free of charge to facilitate such sales.

Export Permits

7.02 The Province shall not require export permits for pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold outside Nova Scotia by Micmac.

Use for Crafts

7.03 Nothing in this Agreement restricts the use of pelts or hides taken in accordance with this Agreement for religious or cultural purposes or in the manufacture of clothing or crafts by Micmac whether for sale or otherwise.

Buyers and Dealers

7.04 The parties will examine the feasibility of Micmac acting as fur buyers and hide dealers.

Use of Meat Harvested

7.05 The meat of any wildlife taken under this Agreement is for consumption or use in the Micmac community and will not be sold or traded commercially to persons who are not Micmac.

Game Farming

7.06 The parties will immediately examine the feasibility of commercial deer and other wildlife farming by Micmac.

Ceremonial Feathers

7.07 The Province will endeavour to provide feathers and other parts of species set out in Schedule I for ceremonial, religious or cultural purposes when requested by the Native organizations.

ARTICLE 8 - MONITORING AND ENFORCEMENT

Monitoring Harvest

8.01 The Native organizations are responsible for monitoring the hunting and trapping activities of their Micmac hunters. The Native organizations will inform their members of the provisions of this Agreement.

Enforcement

8.02 No Micmac hunter shall be prosecuted for acts authorized by this Agreement but the Native organizations agree that the Province may monitor hunting and trapping activities of Micmac hunters.

Idem

8.03 No Micmac who violates this Agreement may use it as a defence in a prosecution. The Province reserves the right to prosecute a Micmac hunter who violates this Agreement.

Notice

8.04 Notice of any prosecution referred to in Article 8.03 will be given to the accused, the Native organization to which the accused belongs, if known, and to the Joint Management Board.

Employment

8.05 The Province agrees to employ seven members of the Native organizations as full-time conservation officers or as assistant conservation officers during the seasons for hunting deer and moose prescribed pursuant to this Agreement.

Training

8.06 The parties will examine training required to qualify for the position of conservation officers.

Idem

8.07 For greater certainty, Article 8.05 supplements the hiring and employment policies and practises of the Province.

ARTICLE 9 - ADMINISTRATION

Joint Management Board

9.01 During the term of this Agreement, a Joint Management Board consisting of two representatives of the Union of Nova Scotia Indians, two of the Native Council of Nova Scotia and two of the Province (total of six) shall meet from time to time at the call of any member to administer the intent and purpose of this Agreement. Decisions of the Joint Management Board shall be unanimous except as provided in Article 2.01. A quorum shall be one representative of each of the Native organizations and one representative of the Province.

Data

9.02 Conservation is a shared responsibility. The Province agrees to provide the Joint Management Board with data respecting available wildlife population, harvesting statistics and studies and other information reasonably needed to assess the state of the wildlife resource of Nova Scotia and the quantity that can be harvested consistent with the needs of conservation. If requested by the Native organizations representatives on the Joint Management Board, the Province agrees to meet to present, interpret and discuss this information and conservation.

Procedure

9.03 The Joint Management Board may make such rules respecting its practises and procedures as are consistent with this Agreement and may amend the schedules from time to time.

ARTICLE 10 - ENACTMENTS

Provincial Enactments

10.01 The Province shall prepare, enact and make known all the necessary laws and regulations required to implement this Agreement.

IN WITNESS WHEREOF the parties have set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness [Signature]) [Signature]
CHIEF DEBORAH ROBINSON
Acadia Band

Witness [Signature]) [Signature]
CHIEF DAVID TONEY
Annapolis Valley Band

Witness [Signature]) [Signature]
CHIEF GEORGE JOHNSON
Chapel Island Band

Witness [Signature]) [Signature]
CHIEF ALLISON BERNARD
Eskasoni Band

Witness [Signature]) [Signature]
CHIEF TERRANCE PAUL
Membertou Band

Witness [Signature]) [Signature]
CHIEF BENEDICT PIERRO
Wagmatcook Band

Witness [Signature]) [Signature]
CHIEF RODERICK GOOGOO
Whycocomagh Band

Witness [Signature]) [Signature]
ALEXANDER CHRISTMAS, President
Union of Nova Scotia Indians

Witness [Signature]) [Signature]
VIOLA ROBINSON, President
Native Council of Nova Scotia

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA

Witness [Signature]) [Signature]
HON. GUY J. LEBLANC
Minister of Community Services

Witness [Signature]) [Signature]
HON. CHARLES W. MACNEIL
Minister of Lands & Forests

Witness [Signature]) [Signature]
HON. THOMAS J. MCINNIS
Attorney General of Nova Scotia

SCHEDULE I

ARTICLE I - PROTECTED WILDLIFE

- 1.01 The Micmac will not hunt or trap
- (a) eagle
 - (b) osprey
 - (c) falcon
 - (d) hawk
 - (e) owl
 - (f) ptarmigan
 - (g) Canada grouse (commonly called the Spruce Partridge)
 - (h) Hungarian partridge
 - (i) marten
 - (j) lynx
 - (k) cougar
 - (l) fisher
 - (m) flying squirrel
 - (n) great cormorant
 - (o) double-crested cormorant
 - (p) gray jay
 - (q) blue jay
 - (r) northern raven
 - (s) red-winged blackbird
 - (t) rusty blackbird
 - (u) common grackle
 - (v) brown headed cowbird, and
 - (w) belted kingfisher.

SCHEDULE II

Moose Harvest

1.01 The total number of moose harvested by all hunters (Micmac and non-Micmac) in 1989 shall not exceed 250.

1.02 Two hundred moose hunting licenses will be allocated among all Nova Scotians in accordance with the Wildlife Act and regulations.

1.03 The remaining available moose will be allocated in accordance with a plan prepared by the Micmac.

1.04 The Native organizations agree that the hunting of moose by Micmac shall take place only in those counties where the Province prescribes a moose season.

Furbearer Harvest

2.01 Micmac will only hunt or trap beaver and bobcat in the county in which the Micmac hunter resides and will observe the bag limit prescribed by the Province for that county.

Bear Harvest

3.01 The annual bear harvest shall be as follows:

- (a) One bear per trapper by snaring,
- (b) One bear per hunter by hunting with a firearm or bow.

Small Game Harvest

4.01 The annual harvest of small game shall be as follows:

- (a) Ruffed grouse - five birds per day per hunter,
- (b) Ring necked pheasants (male) - two birds per day per hunter,
- (c) Snowshoe hare - no limits.

SCHEDULE III
PROHIBITED EQUIPMENT

ARTICLE 1 - PROHIBITED WEAPONS, AMMUNITION AND TECHNIQUES

- 1.01 Equipment and practises prohibited in a wildlife habitat:
- (a) automatic firearm;
 - (b) prohibited or restricted firearm except under the authority of the Criminal Code (Canada);
 - (c) firearm which has been altered to operate as an automatic firearm;
 - (d) bullet of a tracer or incendiary type;
 - (e) arrow equipped with an explosive type of head of any description or tipped or carrying any poison or drug of any description;
 - (f) full metal case non-mushrooming or non-expanding bullet or ball;
 - (g) swivel or spring gun;
 - (h) center fire rifle not greater than .23 calibre;
 - (i) shotgun greater than 10 gauge;
 - (j) device designed to deaden the sound of the report of a firearm;
 - (k) crossbow;
 - (l) shot larger than .24 inches (AAA or No. 4 Buckshot) except rifled slugs or ball during the open season for big game;
 - (m) hooks capable of holding wildlife, including fish hooks;
 - (n) poisons;
 - (o) explosives; or
 - (p) other items prescribed from time to time by the Joint Management Board as prohibited items.

ARTICLE 2 - BIG GAME HUNTING

2.01 A Micmac hunter may for the purpose of hunting, taking or killing big game, carry or possess any one of the following provided it is not prohibited under Article 1.01:

- (a) a rifle and ammunition of .23 calibre and greater;
- (b) a shot gun, of 28, 20, 16, 12 or 10 gauge, using a single projectile;
- (c) a muzzle loaded firearm of .45 calibre and greater; or

- (d) a bow with a draw weight of 50 pounds and greater within the draw length of the archer when hunting moose and 40 pounds and greater within the draw length of the archer when hunting big game other than moose and any arrow fitted with a broadhead.

2.02 Equipment and practises prohibited while hunting big game in a wildlife habitat:

- (a) any trap or snare that could be used to take or hold big game excluding bears;
- (b) dogs;
- (c) taking big game while it is swimming; or
- (d) other items or practises that the Joint Management Board agrees be restricted.

ARTICLE 3 - SMALL GAME HUNTING

3.01 A Micmac hunter may, for the purpose of hunting, taking, or killing small game, carry or possess any one of the following provided it is not prohibited under Article 1.01:

- (a) one shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot); or
- (b) one hand drawn bow with broadheads.

3.02 Following the first Saturday in December until the 15th day of February in the year following, a Micmac hunter may possess a rim-fire rifle of .22 calibre or a muzzle loading rifle of .40 calibre or less.

ARTICLE 4 - FURBEARING ANIMALS

4.01 A trapping device is prohibited in a wildlife habitat unless it is one of the following:

- (a) a box trap;
- (b) a body gripping trap that is designed to kill quickly;
- (c) a submarine trap;
- (d) a non-powered neck or body snare;
- (e) a steel jaw trap with a jaw spread of less than seven and one-half inches; or
- (f) a leg or foot snare.

4.02 No Micmac hunter shall set a snare or trap designed to hold wildlife alive without examining each trap or snare set at least once daily.

4.03 No Micmac hunter shall use a trap equipped with a spearing device, teeth serrations or hooks.

4.04 No Micmac hunter shall set spring poles or running poles unless they are equipped with a killing trap or snare.

4.05 No Micmac hunter shall use a body gripping trap with a jaw spread greater than six inches except

- (a) in or over water;
- (b) in a dog proof box; or
- (c) where the trap is set at least five feet above the ground.

4.06 Micmac hunters will not set a suspended snare for the purpose of taking a fur-bearing animal unless:

- (a) the snare has a locking mechanism which prevents the snare from expanding;
- (b) the snare is set entirely under water; or
- (c) the snare is made from copper or brass for the purpose of harvesting a red squirrel or snowshoe hare.

4.07 Except for the purpose of taking a bobcat, lynx, coyote or fox, a Micmac hunter will not set a leg or foot hold trap to take a fur-bearing animal unless:

- (a) the trap is set for beaver, otter, mink or muskrat and is attached to a device that is designed to submerge the animal and prevent it from resurfacing;
- (b) the trap is set for muskrat or mink and is sufficiently heavy to submerge the mink or muskrat and prevent the animal from resurfacing;
- (c) the trap is set for weasel, red squirrel or mink and is set in such a manner as to kill the animal immediately upon springing the trap; or
- (d) the trap is set for a raccoon and has jaws which are padded with rubber compound specifically designed to reduce injury to the animal.

4.08 A Micmac hunter will report to the Joint Management Board through the nearest Lands and Forests Office any fur-bearer which is accidentally taken and to which he is not entitled.

ARTICLE 5 - BEAR SNARING

5.01 Bear may only be snared with an aldrich type foot snare.

5.02 Bear snares shall be checked every 24 hours.

5.03 Off the reserves, bear may only be hunted at bait stations that are registered with the Department of Lands and Forests.

ARTICLE 6 - NON PROTECTED WILDLIFE

6.01 Non protected wildlife includes:

- (a) mice and rats;
- (b) vole and shrews;
- (c) porcupine;
- (d) rock dove (common pigeon);
- (e) crows;
- (f) European starlings;
- (g) English sparrows;
- (h) coyote;
- (i) woodchucks (common groundhogs);
- (j) skunks;
- (k) reptiles excluding Blanding's, turtles and ribbon snakes;
- (l) amphibians; and
- (m) red squirrels.

6.02 A Micmac hunter may, for the purpose of hunting, taking, or killing non protected wildlife, carry or possess any one of the following provided it is not prohibited by Article 1.01:

- (a) a shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot);
- (b) a bow and arrow with or without a broadhead; or
- (c) a rim fire rifle of .22 calibre or a muzzle loaded rifle of .40 calibre or less after the first Saturday in December until the 15th day of February in the year following.

6.03 In addition to the items described in 6.02, a Micmac hunter hunting a coyote may use a rifle with a cartridge having a bullet which weighs 80 grains or less or any muzzle loaded rifle of a calibre of .45 or less after the first Saturday in December until March 31 of the year following.

SCHEDULE IV

SEASONS

Deer Season

1.01 For the purposes of this Agreement, the 1989 deer hunting season for Micmac hunters is:

Bow: September 15 - December 30, 1989

Muzzle-loaded firearm or shotgun with slug: October 16 - December 30, 1989

Rifle: October 27 - December 30, 1989

excluding Sundays.

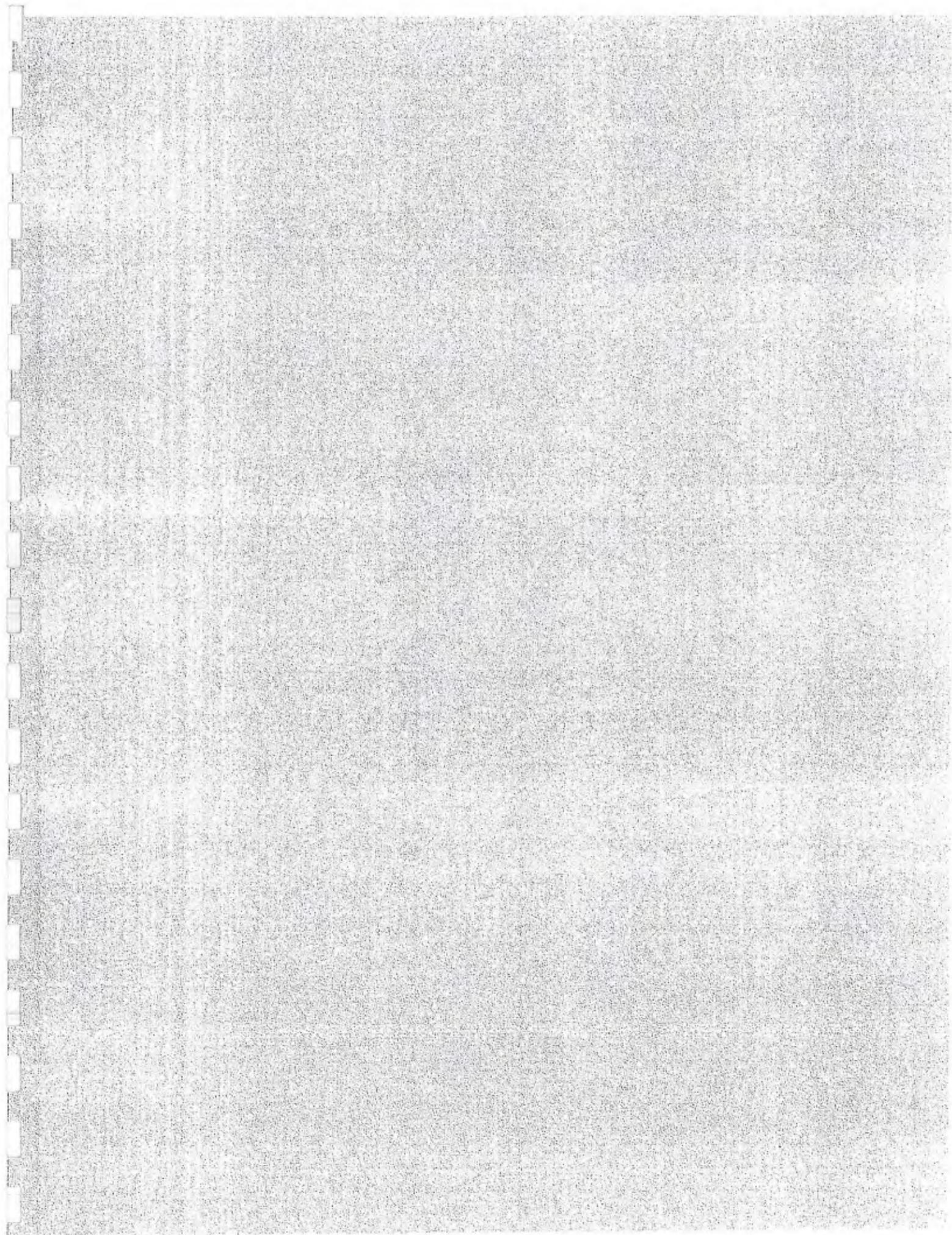
1.02 For the periods from September 15 to October 1 and October 16 to October 26, Micmac hunters will hunt only on Provincial Crown lands.

Moose Season

2.01 For the purposes of this Agreement, the 1989 moose hunting season for Micmac hunters is October 16 to October 26 excluding Sundays.

Furbearer, Bear and Small Game

3.01 For the purposes of this Agreement the seasons for hunting and trapping of furbearers, bear and small game shall be the same as the seasons prescribed under the Wildlife Act for each species respectively.



Dated:

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND,
CHAPEL ISLAND BAND, ESKASONI BAND,
MEMBERTOU BAND, WAGMATCOOK BAND,
WHYCOCOMACH BAND and THE NATIVE
COUNCIL OF NOVA SCOTIA and THE UNION
OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA,

OF THE SECOND PART

INTERIM AGREEMENT



Dated: 1 SEP 20 1977

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND,
CHAPEL ISLAND BAND, ESKASONI BAND,
MEMBERTOU BAND, WAGMATCOOK BAND,
WHYCOCOMAGH BAND, SHUBENACADIE BAND,
and THE GRAND CHIEF OF THE MIGMACS,
and THE NATIVE COUNCIL OF NOVA SCOTIA
and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA

OF THE SECOND PART

AGREEMENT

THIS CONSERVATION AGREEMENT made this 20th day of September, A.D., 1990.

BETWEEN:

ACADIA BAND, ANNAPOLIS VALLEY BAND, CHAPEL ISLAND BAND, E KASONI BAND, MEMBERTOU BAND, WAGMATCOOK BAND, WHYCOCOMAGH BAND, SHUBENACADIE BAND, and THE GRAND CHIEF OF THE MICMACS and THE NATIVE COUNCIL OF NOVA SCOTIA and THE UNION OF NOVA SCOTIA INDIANS

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA (hereinafter called the "Province")

OF THE SECOND PART

WHEREAS by Treaty dated the 22nd day of November, A.D. 1752, executed by His Excellency Peregrine Thomas Hopson Esquire Captain General and Governor in Chief in and over His Majesty's Province of Nova Scotia or Acadia ... and Major Jean Baptiste Cope Chief Sachem of the Tribe of Mick Mack Indians, Inhabiting the Eastern Coast of the said Province and other Members and Delegates of the said Tribe, it was agreed, inter alia, that the said Tribe of Indians shall not be hindered from, but have free liberty of hunting as usual;

AND WHEREAS the Supreme Court of Canada in the decision of Simon v. The Queen, [1985] 2 S.C.R. 387 (S.C.C.) recognized the Treaty of 1752 as containing a right to hunt and as a treaty within the meaning of Section 88 of the Indian Act (Canada);

AND WHEREAS the Appeal Division of the Supreme Court of Nova Scotia in Denny, Paul and Sylliboy v. The Queen recognized that the Mikmaq have an existing aboriginal right to fish for food outside of the boundaries of Indian Act reserves subject to the needs of conservation;

AND WHEREAS withstanding anything in, and irrespective of, this Agreement, the Province of Nova Scotia recognizes and affirms that the Mikmaq have an existing aboriginal right to harvest outside of reserves wildlife for food and fur, subject only to the needs of conservation and public safety;

AND WHEREAS the parties are desirous for reasons of safety and conservation of entering into a Conservation Agreement;

AND WHEREAS the Native organizations are interested in achieving an adequate standard of community nutrition and economic well-being without jeopardizing the integrity of the natural environment;

NOW THEREFORE, by this Agreement, the parties establish the principles and procedures upon which they will conduct themselves;

ARTICLE I - AGREEMENT

Without Prejudice

1.01 Except with respect to the recognition and affirmation by the Province of the existing aboriginal right of the Mikmaq to harvest wildlife, this Agreement does not prejudice the rights or define the position of the parties with respect to the Treaty of 1752 or any other

Initial Term and Renewal

1.02 The term of this Agreement shall extend for six months from the date of execution and will be automatically renewed unless a 30 day notice is received prior to the termination of the Agreement.

Renewal

1.03 This Agreement may be renewed for such further periods of time and upon such terms as the parties deem appropriate.

Interpretation

1.04 In this Agreement

- (a) "Micmac hunter" means a person described in Article 2.01;
- (b) "Native organizations" means the Union of Nova Scotia Indians and the Native Council of Nova Scotia;
- (c) "the Band" means a Band as defined in the Indian Act (Canada) that is a party to this Agreement; and
- (d) "Joint Management Board" means the Joint Management Board established pursuant to Article 9.

ARTICLE 2 - WHO CAN HUNT OR TRAP

Persons Covered

2.01 The hunting rights described in this Agreement may be exercised by a Micmac resident of Nova Scotia who qualifies in accordance with Articles 2.02 and 2.03 and

- (a) is a member of the Band; or
- (b) is a full member of the Native Council of Nova Scotia as at the date of this Agreement (unless a majority of the Joint Management Board concludes that member does not have an ancestral connection to the Micmac nation) or who becomes a full member of the Native Council of Nova Scotia after the date of this Agreement if such person can prove, to the satisfaction of a majority of the Joint Management Board, that he or she has sufficient ancestral connection to the Micmac nation.

Qualifications

2.02 The Native organizations will restrict hunting and trapping to experienced hunters or trappers as of the date of this Agreement and any hunters and trappers who hereafter successfully complete a hunting and trapping course approved by the Joint Management Board.

Age

2.03 For safety reasons, the age limits for exercising Micmac hunting rights will be as follows:

- (a) Big Game - 18 years and over; 16 and 17 years when supervised by a person 18 years and over.
- (b) Small Game - 16 years and over; 14 and 15 years when supervised by a person 16 years and over.

- (c) Fur-bearing animals - 16 years and over, under 16 years when supervised by a person 16 years and over.

Identification

2.04 While hunting or trapping, Micmac hunters will carry with them a status card issued by the Department of Indian Affairs and Northern Development or a Band membership card issued by their Band or a full membership card issued by the Native Council or a general membership card issued by the Union of Nova Scotia Indians.

Idem

2.05 The identification referred to in Article 2.04 shall be produced to a Provincial Conservation Officer upon request.

Provincial Licenses

2.06 Micmac hunters do not require a Provincial hunting or trapping license to hunt or trap in accordance with this Agreement.

Idem

2.07 Micmac do not require a Provincial storage permit to store any wildlife taken in accordance with this Agreement.

ARTICLE 3 - WHERE MICMAC CAN HUNT AND TRAP

Crown Lands

3.01 Micmac hunters may hunt and trap on all Provincial Crown lands except lands that are, from time to time, designated:

- (a) as Provincial parks (unless hunting or trapping is otherwise permitted by the Province);
- (b) as wildlife sanctuaries, wildlife parks and wildlife management areas (unless hunting or trapping is otherwise permitted by the Province);
- (c) under the Special Places Act S.N.S. 1980, c. 27;
- (d) as public or common highways (trapping of fur-bearers is permitted);
- (e) as municipal watershed areas;
- (f) by the Joint Management Board.

Identification of Excepted Lands

3.02 The parties will make every effort to identify the lands referred to in clauses 3.01 (a) to (f).

Notice

3.03 The Province will consult with the Joint Management Board prior to making any additions to the lands referred to in clauses 3.01 (a) to (e) and will notify the Native organization of additions to and deletions from the lands referred to in clauses 3.01 (a) to (e).

Hunting Permitted

3.04 Nothing herein prevents the Joint Management Board from permitting hunting and trapping by Micmac hunters on the lands referred to in clauses 3.01 (a) to (e).

Other Lands

3.05 The Province agrees that Micmac hunters hunting and trapping with permission on lands not referred to in Article 3.01 and in a manner consistent with this Agreement shall not be prosecuted.

ARTICLE 4 - WILDLIFE TO BE HARVESTED

Right to Hunt

4.01 Micmac hunters may hunt and trap wildlife pursuant to this Agreement and the Micmac hunters agree to hunt and trap in accordance with this Agreement.

Protected Wildlife

4.02 If any of the parties can, from time to time, show good cause to the Joint Management Board why a species of wildlife should not be hunted or trapped, or why a season or other harvest limit should be imposed for conservation purposes, the Joint Management Board will amend the Schedules in accordance with Article 9.03.

Idem

4.03 The Micmac hunters will not hunt or trap the species listed in Schedule I and will comply with Schedules II to IV.

ARTICLE 5 - INFORMATION

Reporting

5.01 Micmac hunters will report deer, moose or bear taken under this Agreement at a reporting station operated by the Band or the Native Council.

Use of Tags

5.02 Tags shall be attached to any deer, moose or bear harvested until it is transported to the residence of the Micmac who hunted it or for whose use it is intended.

Distribution

5.03 The Native organizations agree to distribute tags to their Micmac hunters.

Idem

5.04 Tags shall be provided to the Native organizations by the Province.

Costs

5.05 The Province shall bear the reasonable administration costs of Articles 5.03 and 5.04.

Reporting Stations

5.06 The Province will designate a suitable location identified by the Native organizations as reporting stations for the purposes of this Agreement.

Amendment

5.07 The Joint Management Board may amend this Article.

ARTICLE 6 - TIMES, METHODS AND EQUIPMENT

No Sunday Hunting

6.01 The Micmac hunters will not hunt on Sunday on land outside an Indian Reserve.

Sunday Trapping

6.02 Trapping is permitted on Sunday.

Hours of Hunting

6.03 Except as provided in Article 6.04, Micmac hunters will not hunt between one hour after sunset and one hour before sunrise on land outside an Indian Reserve.

Nuisance Wildlife

6.04 Micmac hunters may hunt nuisance wildlife, raccoons or porcupines at night provided night hunting is done pursuant to a permit issued by the Joint Management Board and in accordance with policies and procedures established by the Joint Management Board.

Time to Discharge Firearm/Bow

6.05 Except as provided in Article 6.04, the Micmac hunters will not discharge a firearm or bow between one half hour after sunset and one half hour before sunrise on land outside an Indian Reserve.

Use of Lights

6.06 The Micmac hunters will not use lights to hunt wildlife at night on land outside an Indian Reserve except pursuant to a permit issued by the Joint Management Board for the purpose referred to in Article 6.04.

Safety

- 6.07 Without limiting the generality of Article 6, the Micmac agree:
- (a) not to hunt or discharge a firearm or bow within 660 yards of a school;
 - (b) not to discharge a firearm or bow within 100 feet of a public or common highway;
 - (c) not to discharge a firearm or bow within 200 yards of a dwelling house or public building or within 440 yards of such places if a rifle is used (hunting or trapping within these limits is permitted if the Micmac hunter is the owner or occupier of the lands and the hunting or trapping does not occur within 200 yards of another person's dwelling house or public building);
 - (d) no loaded firearms are to be kept in vehicles except by disabled persons;
 - (e) not to hunt while under the influence of alcohol or drugs;
 - (f) to exercise due care and attention when using a firearm or bow;
 - (g) to wear a hunter orange cap or hat and shirt, vest or coat exposed to view in a manner as to be plainly visible from all directions during the big game hunting seasons prescribed under this Agreement;
 - (h) when a firearm or bow is to be transported at night in a wildlife habitat, to keep the firearm or bow in a case which is properly fastened, or completely wrapped in a material which is securely tied around the firearm or bow or is in the locked luggage compartment of a vehicle and the contents of the compartment are not accessible to the occupant of the vehicle from inside the vehicle; and
 - (i) not to hunt or trap in the immediate vicinity of activities conducted by the Province or activities authorized by a game license, special permit or letter of authority issued by the Province where hunting or trapping might endanger persons.
 - (j) no person shall transport a firearm or bow in or on a vehicle at any time unless it is encased. (This includes vehicles as defined in the Off-Highway Vehicles Act.)

ARTICLE 7 - USE OF WILDLIFE

Use of Pelts and Hides

7.01 Unless agreed otherwise by the Province, all pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold within the Province to non-Micmac are to be sold to a fur buyer or hide dealer licensed by the Province. The Province agrees to stamp any such pelts or hides free of charge to facilitate such sales.

Export Permits

7.02 The Province shall not require export permits. However, for convenience and conservation purposes, a permit should be obtained from the Department of Lands and Forest Office for pelts of fur-bearing animals and hides of deer or moose taken in accordance with this Agreement and sold outside Nova Scotia by Micmac.

Use for Crafts

7.03 Nothing in this Agreement restricts the use of pelts or hides taken in accordance with this Agreement for religious or cultural purposes or in the manufacture of clothing or crafts by Micmac whether for sale or otherwise.

Trade

7.04 The parties will examine the feasibility of Micmac acting as fur buyers and hide dealers.

Use of Meat Harvested

7.05 The meat of any wild fauna under this Agreement is for consumption or use in the Micmac community and will not be sold or traded commercially to persons who are not Micmac.

Game Farming

7.06 The parties will immediately examine the feasibility of commercial deer and other wildlife farming by Micmac.

Ceremonial Feathers

7.07 The Province will endeavour to provide feathers and other parts of species set out in Schedule 1 for ceremonial, religious or cultural purposes when requested by the Native organizations.

ARTICLE 8 - MONITORING AND ENFORCEMENT

Monitoring Harvest

8.01 The Native organizations are responsible for monitoring the hunting and trapping activities of their Micmac hunters. The Native organizations will inform their members of the provisions of this Agreement.

Enforcement

8.02 No Micmac hunter shall be prosecuted for acts authorized by this Agreement but the Native organizations agree that the Province may monitor hunting and trapping activities of this Agreement.

Idem

8.03 No Micmac who violates this Agreement may use it as a defence in a prosecution. The Province reserves the right to prosecute a Micmac hunter who violates this Agreement.

Notice

8.04 Notice of any prosecution referred to in Article 8.03 will be given to the accused, the Native organization to which the accused belongs, if known, and to the Joint Management Board.

Employment

8.05 The Province agrees to employ eight members of the Native organizations as full time conservation officers or as assistant conservation officers during the seasons for hunting deer and moose prescribed pursuant to this Agreement.

Training

8.06 The parties will examine training required to qualify for the position of conservation officers.

Idem

8.07 For greater certainty, Article 8.05 supplements the hiring and employment policies and practises of the Province.

ARTICLE 9 - ADMINISTRATION

Joint Management Board

9.01 During the term of this Agreement, a Joint Management Board consisting of two representatives of the Union of Nova Scotia Indians, two of the Native Council of Nova Scotia and two of the Province (total of six) shall meet from time to time at the call of any member to administer the intent and purpose of this Agreement. Decisions of the Joint Management Board shall be unanimous except as provided in Article 2.01. A quorum shall be one representative of the Native organizations and one representative of the Province.

Data

9.02 Conservation is a shared responsibility. The Province agrees to provide the Joint Management Board with data respecting available wildlife population, harvesting statistics and studies and other information reasonably needed to assess the state of the wildlife resource of Nova Scotia and the quantity that can be harvested consistent with the needs of conservation. If requested by the Native organizations representatives on the Joint Management Board, the Province agrees to meet to present, interpret and discuss this information and conservation.

Procedure

9.03 The Joint Management Board may make such rules respecting its practises and procedures as are consistent with this Agreement and may amend the schedules from time to time.

ARTICLE 10 - ENACTMENTS

Provincial Enactments

10.01 The Province shall prepare, enact and make known all the necessary laws and regulations required to implement this Agreement.

IN WITNESS WHEREOF the parties have set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

Bruce Clark
Witness

Witness

Bruce Clark
Witness

Bruce Clark
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
GRAND CHIEF DONALD MARSHALL SR.
Grand Chief of the MicMacs

[Signature]
CHIEF DEBORAH ROBINSON
Acadia Band

[Signature]
CHIEF DAVID TOLLEY
Annapolis Valley Band

[Signature]
CHIEF GEORGE JOHNSON
Chapel Island Band

[Signature]
CHIEF ALLISON BERNARD
Eskasoni Band

[Signature]
CHIEF TERRANCE PAUL
Membertou Band

[Signature]
CHIEF FRANCIS PIERRO
Wagmatcook Band

[Signature]
CHIEF RODERICK GOOGOO
Whyccomagh Band

CHIEF REG MALONEY
Shubenacadie Band

[Signature]
DR. VIOLA ROBINSON, President
Native Council of Nova Scotia

[Signature]
ALEXANDER CHRISTMAS, President
Union of Nova Scotia Indians
Roderick Googoo

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA

[Signature]
HON. GUY O'LEBLANC
Minister of Community Services

[Signature]
HON. CHARLES W. MACNEIL

SCHEDULE I

ARTICLE I - PROTECTED WILDLIFE

- 1.01 The Micmac will not hunt or trap
- (a) eagle
 - (b) osprey
 - (c) falcon
 - (d) hawk
 - (e) owl
 - (f) ptarmigan
 - (g) Canada grouse (commonly called the Spruce Partridge)
 - (h) Hungarian partridge
 - (i) marten
 - (j) lynx
 - (k) cougar
 - (l) fisher
 - (m) flying squirrel
 - (n) great cormorant
 - (o) double-crested cormorant
 - (p) gray jay
 - (q) blue jay
 - (r) northern raven
 - (s) red-winged blackbird
 - (t) rusty blackbird
 - (u) common grackle
 - (v) brown headed cowbird, and
 - (w) belted kingfisher

SCHEDULE II

Moose Harvest

- 1.01 The total allowable harvest by all hunters (Micmac and non-Micmac) shall not exceed 283 in any year.
- 1.02 Two hundred moose hunting licenses will be allocated among all Nova Scotians in accordance with the Wildlife Act and regulations.
- 1.03 The allowable harvest for Micmac is 83 moose.
- 1.04 In the event the total allocation of two hundred moose hunting licenses allocated under 1.02 herein are not utilized, the remaining available moose may be harvested by the Micmac to a maximum total by all hunters of 250 moose.
- 1.05 The Bands agree that the hunting of moose by Micmac shall take place only in those counties where the Province prescribes a moose season.

Deer Harvest

The bag limit for deer shall be determined by Band Chiefs based on achieving an adequate standard of community nutrition and consistent with good conservation practices.

SCHEDULE III
PROHIBITED EQUIPMENT

ARTICLE 1 - PROHIBITED WEAPONS, AMMUNITION AND TECHNIQUES

- 1.01 Equipment and practices prohibited in a wildlife habitat:
- (a) automatic firearm;
 - (b) prohibited or restricted firearm except under the authority of the Criminal Code (Canada);
 - (c) firearm which has been altered to operate as an automatic firearm;
 - (d) bullet of a tracer or incendiary type;
 - (e) arrow equipment with an explosive type of head of any description or tipped or carrying any poison or drug of any description;
 - (f) full metal case non-mushrooming or non-expanding bullet or ball;
 - (g) swivel or spring gun;
 - (h) center fire rifle not greater than .23 calibre;
 - (i) shotgun greater than 10 gauge;
 - (j) device designed to deaden the sound of the report of a firearm;
 - (k) crossbow;
 - (l) shot larger than .24 inches (AAA or No. 4 Buckshot) except rifled slugs or ball during the open season for big game;
 - (m) hooks capable of holding wildlife, including fish hooks;
 - (n) poisons;
 - (o) explosives; or
 - (p) other items prescribed from time to time by the Joint Management Board as prohibited items.

ARTICLE 2 - BIG GAME HUNTING

2.01 A Micmac hunter may for the purpose of hunting, taking or killing big game, carry or possess any one of the following provided it is not prohibited under Article 1.01:

- (a) a rifle and ammunition of .23 calibre and greater;
- (b) a shot gun, of 28, 20, 16, 12 or 10 gauge, using a single projectile;
- (c) a muzzle loaded firearm of .45 calibre and greater; or
- (d) a bow with a draw weight of 50 pounds and greater within the draw length of the archer when hunting moose and 40 pounds and greater within the draw length of the archer when hunting big game other than moose and any arrow fitted with a broadhead.

2.02 Equipment and practices prohibited while hunting big game in a wildlife habitat:

- (a) any trap or snare that could be used to take or hold big game excluding bears;
- (b) dogs;
- (c) taking big game while it is swimming; or
- (d) other items or practices that the Joint Management Board agrees be restricted.

ARTICLE 3 - SMALL GAME HUNTING

3.01 A Micmac hunter may, for the purpose of hunting, taking or killing small game, carry or possess any one of the following provided it is not prohibited under Article 1.01:

- (a) one shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot); or
- (b) one hand drawn bow with broadheads.

3.02 Following the first Saturday in December until the 15th day of February in the year following, a Micmac hunter may possess a rim-fire rifle of .22 calibre or a muzzle-loading rifle of .40 calibre or less.

ARTICLE 4 - FURBEARING ANIMALS

4.01 A trapping device is prohibited in a wildlife habitat unless it is one of the following:

- (i) a box trap;
- (b) a body gripping trap that is designed to kill quickly;
- (c) a submarine trap;
- (d) a non-powdered neck or body snare;
- (e) a steel jaw trap with a jaw spread of less than seven and one-half inches; or
- (f) a leg or foot snare.

4.02 No Micmac hunter shall set a snare or trap designed to hold wildlife alive without examining each trap or snare set at least once daily.

4.03 No Micmac hunter shall use a trap equipped with a spearing device, teeth serrations or hooks.

4.04 No Micmac hunter shall set spring poles or running poles unless they are equipped with a killing trap or snare.

4.05 No Micmac hunter shall use a body gripping trap with a jaw spread greater than six inches except:

- (a) in or over water;
- (b) in a dog proof box; or
- (c) where the trap is set at least five feet above the ground.

4.06 Micmac hunters will not set a suspended snare for the purpose of taking a fur-bearing animal unless:

- (a) the snare has a locking mechanism which prevents the snare from expanding;
- (b) the snare is set entirely under water; or
- (c) the snare is made from copper or brass for the purpose of harvesting a red squirrel or snowshoe hare.

4.07 Except for the purpose of taking a bobcat, lynx, coyote or fox, a Micmac hunter will not set a leg or foot hold trap to take a fur-bearing animal unless:

- (a) the trap is set for beaver, otter, mink or muskrat and is attached to a device that is designed to submerge the animal and prevent it from resurfacing;
- (b) the trap is set for muskrat or mink and is sufficiently heavy to submerge the mink or muskrat and prevent the animal from resurfacing;
- (c) the trap is set for weasel, red squirrel or mink and is set in such a manner as to kill the animal immediately upon springing the trap; or
- (d) the trap is set for a raccoon and has jaws which are padded with rubber compound specifically designed to reduce injury to the animal.

4.08 A Micmac hunter will report to the Joint Management Board through the nearest Lands and Forests Office any fur-bearer which is accidentally taken and to which he is not entitled.

ARTICLE 5 - BEAR SNARING

- 5.01 Bear may only be snared with an aldrich type foot snare.
- 5.02 Bear snares shall be checked every 24 hours.
- 5.03 Off the reserves, bear may only be hunted at bait stations that are registered with the Department of Lands and Forests.

ARTICLE 6 - NON PROTECTED WILDLIFE

- 6.01 Non protected wildlife includes:
- (a) mice and rats;
 - (b) vole and shrews;
 - (c) porcupine;
 - (d) rock dove (common pigeon);
 - (e) crows;
 - (f) European starlings;
 - (g) English sparrows;
 - (h) coyote;
 - (i) woodchucks (common groundhogs);
 - (j) skunks;
 - (k) reptiles excluding Blanding's, turtles and ribbon snakes;
 - (l) amphibians; and
 - (m) red squirrels.
- 6.02 A Micmac hunter may, for the purposes of hunting, taking, or killing non protected wildlife, carry or possess any one of the following provided it is not prohibited by Article 1.01:
- (a) a shotgun loaded with shot having a diameter not greater than .24 inches (AAA or No. 4 Buckshot);
 - (b) a bow and arrow with or without a broadhead; or
 - (c) a rim fire rifle of .22 calibre or a muzzle loaded rifle of .40 calibre or less after the first Saturday in December until the 15th day of February in the year following.
- 6.03 In addition to the items described in 6.02 a Micmac hunter hunting a coyote may use a rifle with a cartridge having a bullet which weighs 80 grains or less or any muzzle loaded rifle of a calibre of .45 or less after the first Saturday in December until March 31 of the year following.

**SCHEDULE IV
SEASONS**

Deer Season

1.01 For the purposes of the Conservation Agreement between the undersigned Bands, the 1990 deer hunting season for Micmac hunters is:

Bow: September 16 - December 1, 1990

Muzzle-loaded firearm or shotgun: October 16 - December 1, 1990

Rifle: October 16 - December 1, 1990

excluding Sundays.

Moose Season

2.01 For the purposes of the Conservation Agreement between the undersigned Bands and the Province, the 1990 moose hunting season for Micmac hunters is September 24th - 29th and October 15th - 25th.

Furbearer, Bear and Small Game

3.01 For the purposes of the Conservation Agreement between the undersigned Bands and the Province, Micmac hunters will observe the same regulations for hunting and trapping of furbearers, bear and small game as are prescribed by the Province under the Wildlife Act.

**This is Exhibit "H" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. H. H. H.



**Natural Resources
Office of the Minister**

PO Box 69B, Halifax, Nova Scotia, Canada B3J 2T9 • Telephone 902 424-4037 Fax 902 424-0594 • www.gov.ns.ca

NOV 18 2016

Chief Grace Conrad
Native Council of Nova Scotia
129 Truro Heights Road, P.O. Box 1320,
Truro NS B2N 5N2

Dear Chief Conrad:

I am responding on behalf of Premier McNeil to your letter dated October 28, 2016, in response to Deputy Minister Frank Dunn's letter of September 29, 2016.

To begin, I wish to be clear that on issues unrelated to Section 35 Aboriginal and Treaty Rights, the government of the Province of Nova Scotia continues to view the Native Council of Nova Scotia as a strong and effective voice for off-reserve and non-status Aboriginal people across this province. We value the work of the Native Council on employment, housing, conservation, outreach, and the many other programs you deliver to off-reserve and non-status individuals in Nova Scotia, and we will continue to explore ways to strengthen our partnerships and program offerings in these areas.

The Province has on a number of occasions requested more detailed information about Native Council membership and ATRA Passport holders, most recently in Deputy Minister Frank Dunn's letter of September 29, 2016, to which you responded with a request to meet to discuss the issue.

The Province has received an increased number of complaints about ineligible individuals with ATRA passports, and it has become apparent that the ATRA Passport program has not maintained sufficient scrutiny over which people have been recognized under the program, and that the program's legitimacy is now in question within the Mi'kmaq community. This has led the province to review its approach to the documents that it accepts to identify a Mi'kmaq of Nova Scotia harvester, for the purpose of harvesting renewable resources under provincial jurisdiction (wildlife, freshwater fish, plants and trees).

Currently, Nova Scotia accepts the following documents as identification of a Mi'kmaq of Nova Scotia harvester: 1) a valid Status Card associated with a Mi'kmaq of Nova Scotia First Nation Band, or 2) an Aboriginal and Treaty Rights Access (ATRA) Passport issued by the Native Council of Nova Scotia.

ATRA Passports have been accepted by the Province for over 20 years, and the system was considered by the Province as offering a method for Conservation Officers to identify Mi'kmaq of Nova Scotia without status cards. However, the Province has reviewed the issue and has concerns about continuing to accept ATRA Passports as identification of Mi'kmaq of Nova Scotia harvesters.

Aboriginal and treaty rights are collective rights held by the appropriate rights-bearing community. In Nova Scotia, this corresponds to the 13 Mi'kmaq First Nations, 11 of whom are represented by the Assembly of Nova Scotia Mi'kmaq Chiefs. The Province has come to the conclusion that the ATRA Passport system does not provide an adequate connection to the recognized Mi'kmaq rights-bearing community.

The Province's goal is to have a single Mi'kmaq of Nova Scotia harvester identification system that is developed by the Mi'kmaq themselves in place for fall 2017. The Assembly of Nova Scotia Mi'kmaq Chiefs has already begun work on this initiative, which we are assured will involve all Mi'kmaq of Nova Scotia.

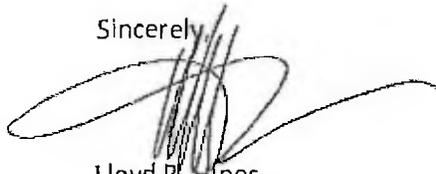
In the meantime, the Province wishes to proceed with an interim approach whereby individual Mi'kmaq of Nova Scotia First Nations and/or the Assembly provide an interim recommendation about an ATRA Passport holder's connection to their community, especially for those individuals who currently do not hold status under the *Indian Act*. It is proposed that harvesters accepted under this interim process will be eligible to receive a provincially issued Wildlife Resources Card that will identify them to provincial Conservation Officers as a Mi'kmaq of Nova Scotia harvester until the Mi'kmaq of Nova Scotia harvester identification system is available. The Province would like to have such an interim process in place as early as February 1, 2017.

Consequently, I am informing you that the Province is initiating Aboriginal consultation with the Assembly of Nova Scotia Mi'kmaq Chiefs and the Millbrook and Sipekne'katik First Nations to address this issue and hear their views about establishing a mechanism for confirming an individual's connection to an existing Mi'kmaq of Nova Scotia First Nation, particularly for potentially legitimate non-status Mi'kmaq of Nova Scotia. We trust they will ensure the perspectives of all Mi'kmaq of Nova Scotia, including off-reserve and non-status Mi'kmaq of Nova Scotia Section 35 rights-holders, are considered.

This change has the potential to be misunderstood or cause concern among some of your members. If you would like to discuss this in further detail my Deputy Minister, Frank Dunn, and Julie Towers, CEO, of the Office of Aboriginal Affairs will be available to meet or to answer any

questions you may have. We hope we can rely on you and your senior staff to become informed about why the Province is moving in this new direction, and to help manage this transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lloyd P. Hines', written over a horizontal line.

Lloyd P. Hines
Minister

- c Premier Stephen McNeil, Minister of Aboriginal Affairs
- Margaret Miller, Minister of Nova Scotia Environment
- Frank Dunn, Deputy Minister, Natural Resources
- Julie Towers, Chief Executive Officer, Aboriginal Affairs
- Frances Martin, Deputy Minister, Nova Scotia Environment
- Kim MacNeil, Deputy Minister, Agriculture/Fisheries and Aquaculture
- Justin Huston, Executive Director, Aboriginal Affairs
- Adrian Fuller, Executive Director, Compliance Division, Environment
- Bob Petrie, Director of Wildlife, Natural Resources
- Roger Hunka, Native Council of Nova Scotia
- Tim Martin, Native Council of Nova Scotia
- Tom Soehl, Director of Aboriginal Policy, Natural Resources

**This is Exhibit "I" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



E. Howe



RECEIVED - JUL 17 2017

**Natural Resources
Office of the Minister**

PO Box 698, Halifax, Nova Scotia, Canada B3J 2T9 • Telephone 902 424-4037 Fax 902 424-0594 • www.gov.ns.ca

JUL 13 2017

Grace Conrad
Native Council of Nova Scotia
129 Truro Heights Road
PO Box 1320
Truro NS B2N 5N2

Dear Ms. Conrad,

Re. Changes to Mi'kmaq of Nova Scotia Harvester Documentation

Further to our meeting of July 4, 2017, I am writing to advise you that the Department of Natural Resources (DNR) has made a decision regarding Mi'kmaq of Nova Scotia harvester documentation.

As stated in previous correspondence and discussions, DNR is of the view that the current Aboriginal and Treaty Rights Access (ATRA) Passports System as processed by the Native Council of Nova Scotia does not provide an adequate connection to the recognized Mi'kmaq of Nova Scotia section 35 (Aboriginal and Treaty) rights-bearing community (the 13 Nova Scotia Mi'kmaq First Nations). You will recall that DNR actively engaged the Native Council on this issue starting on September 29, 2016, including meetings on March 1 and July 4, 2017.

DNR initiated consultation on this issue with the Assembly of Nova Scotia Mi'kmaq Chiefs, Sipekne'katik and Millbrook in November 2016, and consultation actively continued over several months until May 2017. During the consultation, an interim process was proposed to allow existing ATRA passport holders to apply to DNR for a temporary harvesting identification card. The outcome of the consultation was that the Assembly and both bands do not support the interim process, and there is consensus among them for the Province, at this time, to only accept federal Indian status cards associated with Nova Scotia Mi'kmaq First Nations.

Effective August 15, 2017, the beginning of the Mi'kmaq moose hunting season (as per the Assembly of Nova Scotia Mi'kmaq Chiefs Moose Hunting Guidelines), the Province will only accept status cards from Nova Scotia Mi'kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction.

DNR maintains that the long-term solution to this issue relies on the success of the beneficiaries work that is currently being led by the Assembly of Nova Scotia Mi'kmaq Chiefs, and which the Province hopes will result in a single Mi'kmaq of Nova Scotia Harvester Card that reflects the collective view of the Mi'kmaq.

I would like to reiterate that this decision was not taken lightly. The Native Council has been a leader in resource conservation in administering its ATRA program, and continues to provide valued programs and services to the off reserve aboriginal community in Nova Scotia. This issue is fundamentally about how the Mi'kmaq of Nova Scotia, as a section 35 rights-bearing community, identifies its harvesters. The Province, in making this decision will respect the consensus position of the recognized representatives of the Mi'kmaq of Nova Scotia.

Sincerely,



Margaret Miller
Minister

- c Frances Martin, Deputy Minister, Nova Scotia Environment
- Justin Huston, Office of Aboriginal Affairs
- Adrian Fuller, Executive Director, Compliance Division, Nova Scotia Environment
- Julie Towers, Deputy Minister
- Bob Petrie, Director of Wildlife
- Tom Soehl, Director of Aboriginal Policy

This is Exhibit "J" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020



G. Hawse



Native Council of Nova Scotia

The Self-Governing Authority for Mi'kmaq/Aboriginal Peoples residing Off-Reserve in Nova Scotia throughout traditional Mi'kmaq Territory

"Going Forward to a Better Future"

July 25, 2017

P.O. Box 1320
Truro, Nova Scotia
B2N 5N2

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Aboriginal/Treaty Rights
Negotiations Facilitating
Directorate

NCNS Citizenship
Information Office

Education & Student
Services

Rural & Native
Housing Group

Aboriginal Peoples
Training & Employment
Commission (APTEC)

Netukulinkewe'l
Commission

Wenjikwom Housing
Commission

Social Assistance
Recipient Support for
Employment & Training
(SARSET)

Micmac Language
Program

Native Social
Counselling Agency

Child Help Initiative
Program (CHIP)

E'pit Nuji Ilmuet
Program (Prenatal)

Aboriginal Homelessness
Program

Parenting Journey
Program

Youth Outreach Program

Mi'kma'ki Environments
Resource Developments
Secretariat (MERDS)

The Honourable Margaret Miller
Minister of Natural Resources
Government of Nova Scotia
P.O. Box 698
Halifax, Nova Scotia
B3J 2T9

Dear Madam Minister:

I reply to your letter of July 13, 2017, advising the Native Council of Nova Scotia that the Nova Scotia Department of Natural Resources (DNR) is of the view that the current Aboriginal and Treaty Rights Access (ATRA) Passport(s) System as processed by the Native Council of Nova Scotia does not provide an adequate connection to the (recognized Mi'kmaq of Nova Scotia, and effective August 15, 2017, the Province will only accept status cards from Nova Scotia Mi'kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction.

At our meeting of July 4, 2017 at your offices in Halifax, where you introduced yourself as the "bearer of bad news", you informed the Native Council of Nova Scotia that the office of Premier/Minister of Aboriginal Affairs has made a decision on the matter of NCNS ATRA Passports.

I requested a letter from the Premier/Minister of Aboriginal Affairs stating that decision and supporting documentation to arrive at that decision.

Again, as in all our previous meetings, the Government of Nova Scotia has refused to reply to our questions, or requests for details.

On your letter, what does this statement mean? *"DNR is of the view that the current Aboriginal and Treaty Rights Access (ATRA) Passports System as processed by the Native Council of Nova Scotia does not provide adequate connection to the recognized Mi'kmaq of Nova Scotia Section 35 (Aboriginal and Treaty) rights-bearing community (the 13 Nova Scotia Mi'kmaq First Nations).*

What renewable resources are you including in the phrase: *"...the Province will only accept status cards from Nova Scotia Mi'kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction."*

Minister Miller

July 25, 2017

Page 1

Through what authority is the Premier/Minister of Aboriginal Affairs, or His Office, acting to unilaterally renounce the long standing leadership of the Native Council of Nova Scotia in resource conservation in administering its ATRA program?

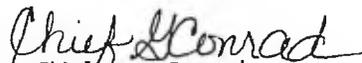
Through what authority is the Minister of DNR acting to violate the recognized and affirmed Treaty Right of "Indians" continuing in the Province of Nova Scotia from exercising in their organized manner the harvesting of natural resources in the Province of Nova Scotia?

Madam Minister with the greatest of respect for your efforts to write on behalf of the Premier/Minister of Aboriginal Affairs on his decision, the correspondence contents cry out *duplicity*.

As I and other representatives of the Native Council of Nova Scotia have called for, we require a letter with explanation from the Premier on this issue.

The Native Council of Nova Scotia, will continue to process and manage Section 91 (24) Indians in Nova Scotia and those who qualify to harvest natural life resources as usual.

Going Forward To
A Better Future


Chief Grace Conrad

GC:am

CC The Honourable Stephen McNeil, Premier/Minister Responsible for Aboriginal Affairs.
Frances Martin, Deputy Minister of Nova Scotia Environment
Adrian Fuller, Executive Director, Compliance Division, NS. Environment
Julie Towers, Deputy Minister, Nova Scotia Office of Aboriginal Affairs
Justin Huston, Executive Director, Nova Scotia Office of Aboriginal Affairs
Bob Petrie, Director of Wildlife, Nova Scotia Natural Resources
Tom Soehl, Director of Aboriginal Policy, NS Office of Aboriginal Affairs
Tim Martin, Commissioner NCNS Netukulimkewe'l Commission
Justin Martin, NCNS Netukulimkewe'l Prefect & Process Manager
NCNS Board of Director

BCC GC selected recipients

**This is Exhibit "K" to the
Affidavit of Odette Soriano,
Sworn February 7, 2020**



G. Hume



Natural Resources
Office of the Minister

PO Box 696, Halifax, Nova Scotia, Canada B3J 2T9 • Telephone 902 424-4037 Fax 902 424-0594 • www.gov.ns.ca

AUG 24 2017

Grace Conrad
President
Native Council of Nova Scotia
PO Box 1320
Truro NS B2N 5N2

Dear Ms. Conrad:

I am writing in response to your letter of July 25, 2017, regarding the Province's decision on the Native Council's Aboriginal and Treaty rights Access (ATRA) passports.

My letter of July 13, 2017, indicated that the Province will only accept status cards associated with Nova Scotia Mi'kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction. This was intended as a general statement in situations where the provincial government accepts special resource harvesting access for Mi'kmaq people including hunting and trapping of wildlife, and harvesting of wood on Crown land for domestic purposes.

In some circumstances, provincial conservation officers have authority for resources under federal jurisdiction, and in those cases any federal requirements or authorizations must be taken into account. For example, with respect to fishing, the Province understands that the Native Council has licences from the federal Department of Fisheries and Oceans that provide permission for ATRA passport holders to fish for a variety of fish species, including those for which the Province manages the freshwater recreational fishery. Where a federal licence authorizes fishing by ATRA passport holders, this must be respected by Provincial Conservation Officers.

For provincial resources, an equivalent licence agreement is not in place. ATRA cards are no longer being accepted because, as stated in previous correspondence and discussions, the Provincial position is that the current Aboriginal and Treaty Rights Access (ATRA) Passports System as processed by the Native Council of Nova Scotia, does not provide for adequate self-identification and a historic and present-day connection to the recognized Mi'kmaq of Nova Scotia section 35 (Aboriginal and Treaty) rights-bearing community (the 13 Nova Scotia Mi'kmaq First Nations).

There have been court proceedings in recent years with respect to non-status Indians under the *Indian Act* and section 35 of the *Constitution Act, 1982*. These decisions, most notably, the *Daniels* decision of April 2016, have informed our new approach, which we feel is consistent with the law regarding Section 35 (i.e. harvesting) rights assertions by non-status individuals. This is something we have

.../2

discussed at length in our face-to-face meetings since last fall, and information explaining our interpretation was shared directly with you and remains available on the website of the provincial Office of Aboriginal Affairs.

As indicated in my previous letter, this issue is fundamentally about who is a Mi'kmaq of Nova Scotia, and is appropriately addressed by the Mi'kmaq themselves. This work is currently underway in the form of the beneficiaries project being led by the Assembly of Nova Scotia Mi'kmaq Chiefs. I believe the Native Council, as a voice for some off-reserve and non-status Mi'kmaq, has contributed to this work, and I encourage you to participate in the Assembly's process.

The statement in your letter that the Province is seeking to exclude off reserve Mi'kmaq from resource harvesting is not correct. In Nova Scotia, over 35% of status individuals live off-reserve. In some communities, it is more than 80%. Accepting status cards as an appropriate form of identification for harvesting natural resources, ensures that all band members, including those who live off-reserve, can continue to harvest natural resources. Status members of Mi'kmaq bands who live off-reserve still belong to their communities and are entitled to participate in the political processes, and have access to many of the programs and services offered in their communities.

To reiterate, as of August 15, 2017, the Province will only accept status cards associated with Nova Scotia Mi'kmaq First Nations for the purpose of harvesting renewable resources under provincial jurisdiction. This includes hunting and trapping of wildlife, and harvesting of wood on Crown land for domestic purposes. As we discussed at our July 4, 2017 meeting, I again request that you provide DNR with a complete list of ATRA Passport holders, and their contact information, so that we can directly communicate this change to them. I trust that you will also help to communicate the details of this change to all your ATRA Passport holders.

Sincerely,



Margaret Miller
Minister

c The Honourable Stephen McNeil, Premier/Minister Responsible for Aboriginal Affairs
Frances Martin, Deputy Minister of Nova Scotia Environment
Adrian Fuller, Executive Director, Compliance Division, NS Environment
Justin Huston, Executive Director, Office of Aboriginal Affairs
Julie Towers, Deputy Minister
Bob Petrie, Director of Wildlife
Tom Soehl, Director of Aboriginal Policy