No. S-217697
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

MCLEOD LAKE INDIAN BAND and CHIEF HARLEY CHINGEE
ON HIS OWN BEHALF AND ON BEHALF OF THE MEMBERS OF THE MCLEOD LAKE INDIAN BAND

Plaintiffs

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
AS REPRESENTED BY THE ATTORNEY GENERAL OF CANADA

Defendants

NOTICE OF APPLICATION

Name of applicant: McLeod Lake Indian Band and Chief Harley Chingee on his own behalf and on behalf of the Members of the McLeod Lake Indian Band (each a "**Plaintiff**", together, the "**Plaintiffs**')

To: Her Majesty the Queen in Right of British Columbia and Her Majesty the Queen in Right of Canada, as represented by the Attorney General of Canada (each a "**Defendant**", together, the "**Defendants**" or the "**Crown**")

TAKE NOTICE that an application will be made by the applicant to the presiding Judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia via Microsoft Teams on September 21, 2021, at 9:45 a.m. for the order(s) set out in Part 1 below.

Part 1: ORDER(S) SOUGHT

1. An interlocutory injunction restraining the Defendants, or either of them, from entering into a settlement agreement with West Moberly First Nation ("**WMFN**"), or any other party, to transfer some or all of the parcels of land as identified in the attached Schedule "A" (the "**Parcels**") from Her Majesty the Queen in Right of British Columbia (the "**Province**") to WMFN, or any other party, pending the determination of the within Action on its merits or until otherwise resolved;

2. Special costs; and

3. Such other and further relief as this Honourable Court deems just.

Part 2: FACTUAL BASIS

Summary of Application

1. The Plaintiffs herein seek an interlocutory injunction (the "**Application**") to prevent the Crown from agreeing to transfer or otherwise transferring land that is claimed by the Plaintiffs' and generally acknowledged as its traditional territory pending resolution of the within Action. As will be described below, the Crown has unilaterally ceased consultation with the Plaintiff McLeod Lake Indian Band ("**MLIB**") and has advised of its intention to proceed with an agreement for the proposed transfer of portions of the MLIB acknowledged traditional territory to a third-party First Nation that has no demonstrated pre-existing claim to exclusive rights of access and use, and with the effect of preventing or otherwise interfering with MLIB's continuing use of such lands.

2. The Application seeks an order that would simply preserve the status quo (with no unquantifiable prejudice, if any, to other parties).

3. All terms not otherwise herein defined shall have the meanings as defined in the within Action's Notice of Civil Claim, filed August 27, 2021, the ("**NOCC**").

Introduction

4. MLIB is a "band" within the meaning of the *Indian Act*, R.S.C. 1985 c. 1-5. MLIB members are of the *Tse 'khene* (or *Sekani*) people, one of the aboriginal peoples of Canada within the meaning of section 35 of the *Constitution Act, 1982* ("**Section 35**").

5. MLIB adhered to Treaty 8 ("**Treaty 8**") in 1999 by way of the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement with the Government of Canada and the Government of British Columbia (the "**MLIB Treaty 8 Agreement**").

6. MLIB is located in the vicinity of McLeod Lake, British Columbia, which is also the location of Fort McLeod, established in 1805. McLeod Lake empties into the Pack River which joins the Parsnip River. The Parsnip River and the Finlay River are the main tributaries of the Peace River. For countless generations, and continuing to this day, members of MLIB have hunted, fished and carried on other traditional activities in these areas and beyond to the Arctic-Pacific Watershed in the west, to the prairies in the east, and to the Liard River in the north.

7. For at least the past several decades, MLIB has clearly documented and formally claimed at least a portion of its traditional territories (the "**Acknowledged MLIB Territories**"), which are as outlined in Schedule "A" to the MLIB Treaty 8 Agreement.

8. On August 14, 2021, the Crown advised MLIB in writing (the "**Notice of Transfer Agreement Letter**") that it intends to enter into an agreement with West Moberly First Nation ("**WMFN**") for the transfer of certain of the lands forming part of the Acknowledged MLIB Traditional Territories (the "**Parcels**", as listed at Schedule "**A**" hereto) to WMFN (the "**Proposed WMFN Agreement**") such that the Parcels would become WMFN reserve lands, giving them rights of exclusive use and access.

9. Prior to December 2018, the Parcels had not been subject to a claim by WMFN that such lands should form part of WMFN's reserve lands.

10. Despite MLIB's consistent and clear representations to the Crown that the Parcels form part of the Acknowledged MLIB Territories, and are used for hunting, gathering food and other meaningful traditional and cultural activities, the Crown has pre-emptively, and without fair and adequate consultation, made the decision to proceed with the Proposed WMFN Agreement (the "**Decision**").

The NOCC

11. Coincident with the date of filing of the Application, the Plaintiffs filed the NOCC in the within Action claiming that the Crown has, *inter alia*, breached its obligations to the Plaintiffs generally and under Treaty 8 and the MLIB Treaty Agreement, and has infringed the Plaintiffs' treaty rights (the "**Treaty Rights**"), among others.

12. The subject matter of the Action is an urgent matter from the perspective of the Plaintiffs in that its members are at risk of summarily and permanently losing access to the Acknowledged MLIB Territories as comprised by the Parcels and will potentially have no input into how WMFN purports to "use" the Parcels.

13. The Plaintiffs allege in the NOCC that, *inter alia*, the Crown, in failing to adequately consult with MLIB before making the Decision, has:

    (a) unreasonably concluded that the Crown had discharged its duty to consult MLIB;

    (b) failed to uphold the Honour of the Crown;

    (c) breached their obligations to the Plaintiffs under the Treaty; and

    (d) unjustifiably infringed the Plaintiffs' Treaty Rights.

Crown Failure to Adequately Consult MLIB

Background and Timing

14. The Defendants have the exclusive legislative authority to manage and regulate the lands that are material to the Action, being the lands covered by Treaty 8, including the Acknowledged MLIB Territories. This power is subject to the Plaintiffs' Treaty Rights, the terms of the Treaty and the Plaintiffs' interests and rights generally.

15. As part of its negotiations with the WMFN and its treaty land entitlement claims, the Defendants participated in discussions with WMFN pursuant to which they selected the Parcels (the "**WMFN Selection**"), all of which are within the Acknowledged MLIB Territory.

16. In or around December 2018 the Crown initiated consultation with MLIB regarding the WMFN Selection (the "**WMFN Selection Consultation**").

17. The Parties had several meetings throughout 2019 wherein MLIB requested that funding be provided by the Crown to MLIB for the purposes of the WMFN Selection Consultation. Despite the lack of funding, MLIB did its best to engage the Crown on the issue of the WMFN Selection.

18. Neither Canada nor the Province provided funding to MLIB to meaningfully participate in the WMFN Selection Consultation until January 29, 2021 and February 9, 2021, respectively. MLIB accepted the funding from both Canada and the Province (the "**Funding**") and continued with Crown engagement in respect of the WMFN Selection Consultation.

19. In the few short months that followed receipt of the Funding, MLIB informed the Crown of its concerns with the Parcels (on a Parcel by Parcel basis) and advised that a transfer of the Parcels would result in the Plaintiffs being permanently restricted from their ability to meaningfully exercise their Treaty Rights and others within the Acknowledged MLIB Traditional Territories. The Plaintiffs further identified certain of the Parcels within the Acknowledged MLB Traditional Territories as critical to the protection of their continued ability to exercise their Treaty Rights, including in accordance with their preferred means.

Correspondence Leading up to the Decision

20. On April 29, 2021, the Plaintiffs wrote to Canada and the Province to express concern with the consultation process to date and the nature of the response received from Canada and the Province on January 14, 2021 (the "**April 29 Response**"). The April 29 Response included a detailed Schedule "A" in which MLIB outlined concerns regarding the Parcels. MLIB identified the kilograms of food harvested on certain Parcels, culture and knowledge sharing associated with and on certain Parcels, among other things, and asserted that there will be a negative impact on MLIB members and Section 35 rights if the Parcels were to be transferred to WMFN.

21. Also in the April 29 Response, MLIB objected to the Province and Canada characterizing the proposed uses of the land by WMFN for certain Parcels as "highest and best use" in comparison to MLIB's traditional and cultural activities within the Acknowledged MLIB Traditional Territories.

22. The Province and Canada replied to the April 29 Response on May 13, 2021 and requested that MLIB provide specific information such as the type of food harvested on the Parcels, the method the food was obtained, the amount of food obtained on an annual basis, among other things. A meeting was later held between the Province, Canada and MLIB and its counsel.

23. Following the meeting, on July 8, 2021, MLIB again wrote to the Province and Canada confirming their position that it is not incumbent on MLIB to particularize the term "food", and that it was enough to confirm that Members of MLIB survive and get their primary food source from certain of the Parcels.

24. After less than five months of discussions since receipt of funding for that purpose, the Crown made the Decision to proceed with the Proposed WMFN Agreement, with the inevitable result that MLIB will lose access to some or all of the Parcels within the Acknowledged MLIB Traditional Territories. The Decision specifically cites that MLIB's "unwillingness" to particularize what is being harvested on the Parcels contributed to the Decision to proceed with the Proposed WMFN Agreement.

Result of Proposed WMFN Agreement

25. If the Crown enters into the Proposed WMFN Agreement, it will be all but impossible going forward to unravel any associated Crown obligations to WMFN in respect of the Parcels.

26. Although entering into the Proposed WMFN Agreement will not immediately result in the transfer of some or all of the Parcels to WMFN, such conduct will impose legal and constitutional duties on the Crown, including the duty to act honourably in respect of the WMFN and the Parcels, and it will be very difficult, if not impossible, for the Crown to unwind the Proposed WMFN Agreement to accommodate MLIB should MLIB be successful in the within Action.

Part 3: LEGAL BASIS

27. The Plaintiffs rely on *Supreme Court Civil Rules*, rule 10-4 (injunctions) and 14-1 (costs).

28. The Plaintiffs rely on the *Law and Equity Act*, RSBC 1996, c. 253, section 39.

29. This Court has jurisdiction to grant interlocutory injunctive relief against the Crown arising out of constitutional cases. In particular, this Court has confirmed that because the Crown's duty to consult and accommodate arises in part from Section 35, there is jurisdiction to make an order for interim relief.

Ke-Kin-Is-Uqs v. Minister of Forests of the Province of British Columbia, 2005 BCSC 345 at paras. 58-59

The Test for an Injunction

30. The Supreme Court of Canada has confirmed that injunctions are equitable remedies which seek to ensure the subject matter of litigation will be preserved so that the effective relief will be available when the case is ultimately heard on the merits.

Google Inc. v. Equustek Solutions Inc., 2017 SCC 34 at paras. 23-24

31. *RJR-MacDonald* sets out a three-part test for the issuance of interlocutory injunctions:

(a) There is a serious issue to be tried;

(b) Irreparable harm would result if the injunction was not granted; and

(c) The balance of convenience favours granting the injunction.

RJR-MacDonald Inc. v. Canada (Attorney General), [1994] 1 SCR 311 at 334 (***"RJR-MacDonald"***)

32. In British Columbia, the test is recognized as a two-part test. In the 2011 *Taseko Mines Limited v. Phillips* decision of this Court, Justice Grauer stated:

> The two-pronged test is this: "first, the applicant must satisfy the court that there is a fair question to be tried as to the existence of the right which he alleges and a breach thereof, actual or reasonably apprehended. Second, he must establish that the balance of convenience favours the granting of an injunction."

Taseko Mines Limited v. Phillips, 2011 BCSC 1675 at para. 41 ("***Taseko Mines***"); *Canadian Broadcasting Corp (CBC) v. CKPG Televisions Ltd.* (1992), 64 BCLR (2d) 96 at 101 (CA); *526901 B.C. Ltd. v. Dairy Queen Canada Inc.*, 2018 BCSC 1092 at para. 15

33. The application of the test is as follows:

> The threshold for the first part, whether there is a fair question to be tried, is relatively low and does not require the applicant to prove a strong *prima facie* case: *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR 311 at para. 49.
>
> Weighing the balance of convenience as required by the second part will, of course, include a consideration of irreparable harm, and the question of who will suffer the greater harm from the granting or refusal of the interlocutory injunction pending a determination on the merits: *RJR-MacDonald Inc.* at para. 62.

Taesko Mines at paras. 42-43

Serious Question to be Tried

34. An applicant need only establish that the case on its merits is not frivolous or vexatious in order to meet the first part of the test. A prolonged examination of the case on the merits is not necessary.

RJR-MacDonald at 335

35. The NOCC clearly discloses a cause of action for, *inter alia*, breach of the duty to consult, breach of the duty to uphold the Crown's Constitutional promises and infringement of the Plaintiffs' Treaty Rights. Further, the uncontroverted evidence adduced in support of this Application supports that the factual allegations contained in the NOCC are well-founded.

Treaty 8 and the Crowns' Breaches

36. The Defendants are responsible for upholding the promises made by the Crown in the MLIB Treaty Agreement and Treaty 8 (together, the "**Treaty**").

37. The Defendants have both committed to implement the *United Nations Declaration on the Rights of Indigenous Peoples (Bill C-15, the United Nations Declaration on the Rights of Indigenous Peoples Act, Royal Asset June 21, 2021)*, which specifically recognizes the rights of Indigenous peoples such as MLIB to (a) their traditionally owed occupied or used lands territories and resources; and (b) just and fair and equitable compensation for traditional lands, territories and resources that have take without MLIB's free, prior and informed consent.

38. Pursuant to the Treaty, the Crown made a solemn promise to, among other things, ensure that the Plaintiffs would be as free to hunt, trap and fish throughout the Acknowledged MLIB Traditional Territories as they had before entering into the Treaty (the "**Crown Constitutional Promises**").

39. The Plaintiffs' rights under the Treaty are "treaty rights" within the meaning of section 35 of the *Constitution Act, 1982*.

40. While recognizing that the Treaty grants the Crown the right to take up and regulate land within the area covered by the Treaty, the Supreme Court of Canada has said that the right has procedural and substantive limits:

> *Badger* recorded that a large element of Treaty 8 negotiations were the assurances of *continuity* in traditional patterns of economic activity. Continuity respects traditional patterns of activity and occupation. The Crown promised that the Indians' right to hunt, fish and trap would continue "after the treaty as existed before it". This promise is not honoured by dispatching the Mikisew to territories far from their traditional hunting grounds and traplines.
>
> ...
>
> The "meaningful right to hunt" is not ascertained on a treaty-wide basis (al 840,000 square kilometers of it) but in relation to the territories over which a First Nation traditionally hunted, fished, trapped and continues to do so today. If the time comes that the case of a particular Treaty 8 First Nation "no meaningful right to hunt" remains over *its* traditional territories, the significance of the oral promise that "the same means of earning a livelihood would continue after the treaty as existed before it" would clearly be in question, and a potential action for treaty infringement, including a demand for a *Sparrow* justification, would be a legitimate First Nation purpose.
>
> *Mikisew Cree First Nation v. Canada (Minister of Canadian Heritage),* [2005] 3 SCR 288, 2005 SCC 69 at paras. 47-48.

41. The rights granted under a Section 35 treaty (such as the Treaty), include the right of an Indigenous peoples to exercise their rights in accordance with their "preferred means":

> In *Sparrow*, the Court set out the applicable framework for identifying the infringement of an aboriginal right or treaty right under s. 35(1) of the *Constitution Act, 1982.*
>
> ...
>
> Speaking for the Court in *Sparrow*, Dickson C.J. and La Forest J. described the applicable test for infringement in these terms, at p. 1112:
>
> > To determine whether the fishing rights have been interfered with such as to constitute a *prima facie* infringement of s. 35(1), certain questions must be asked. First, is the limitation unreasonable? Second, does the regulation impose undue hardship? Third, does the regulation deny to the holders of the right the preferred means of exercising that right? The onus of proving a *prima facie* infringement lies on the individual or group challenging the legislation.
> >
> > *R. v. Côté,* 1996 CanLII 170 (SCC), [1996] 3 SCR 139 at paras. 74-75.

42. The Crown's rights under the Treaty to take up and regulate land are limited. The Crown cannot exercise its rights under the Treaty to such an extent that the Plaintiffs are no longer able to practice their Treaty Rights in a meaningful way within their Traditional

Territory. The Plaintiffs' claim before the Court in this Action is that the impacts of entering into the Proposed WMFN Settlement Agreement will have that very effect. There is on the face of the pleadings a serious question to be tried.

43. Where Crown conduct may adversely impact a Section 35 Treaty Right, the duty to consult is triggered, as outlined by the Supreme Court of Canada in respect of Treaty 8:

> Viewed in light of the facts of this case, we should qualify *Badger*'s identification of two inherent limitations on Indian hunting, fishing and trapping rights under Treaty 8 (geographical limits and specific forms of government regulation) by a third, namely the Crown's right to take up lands under the treaty, which itself is subject to its duty to consult and, if appropriate, accommodate First Nations' interests before reducing the area over which their members may continue to pursue their hunting, trapping and fishing rights. Such a third qualification (not at issue in *Badger*) is fully justified by the history of the negotiations leading to Treaty 8, as well as by the honour of the Crown as previously discussed.
>
> As stated at the outset, the honour of the Crown infuses every treaty and the performance of every treaty obligation. Treaty 8 therefore gives rise to Mikisew procedural rights (e.g. consultation) as well as substantive rights (e.g. hunting, fishing and trapping rights). Were the Crown to have barrelled ahead with implementation of the winter road without adequate consultation, it would have been in violation of its *procedural* obligations, quite apart from whether or not the Mikisew could have established that the winter road breached the Crown's *substantive* treaty obligations as well.
>
> *Mikisew Cree First Nation v. Canada (Minister of Canadian Heritage),* [2005] 3 SCR 288, 2005 SCC 69 at paras. 56-57.

44. The duty to consult flows from the constitutional principle of the "honour of the Crown", which is always at stake when the Crown deals with Indigenous peoples, and which gives rise to an obligation to act with reference to the Indigenous peoples' best interest:

> The government's duty to consult with Aboriginal peoples and accommodate their interests is grounded in the honour of the Crown. The honour of the Crown is always at stake in its dealings with Aboriginal peoples: see for example *R. v. Badger*, 1996 CanLII 236 (SCC), [1996] 1 S.C.R. 771, at para. 41; *R. v. Marshall*, 1999 CanLII 665 (SCC), [1999] 3 S.C.R. 456. It is not a mere incantation, but rather a core precept that finds its application in concrete practices.
>
> ...
>
> The honour of the Crown gives rise to different duties in different circumstances. Where the Crown has assumed discretionary control over specific Aboriginal interests, the honour of the Crown gives rise to a fiduciary duty: *Wewaykum Indian Band v. Canada*, [2002] 4 S.C.R. 245, 2002 SCC 79, at para. 79. The content of the fiduciary duty may vary to take into account the Crown's other, broader obligations. However, the duty's fulfilment requires that the Crown act with reference to the Aboriginal group's best interest in exercising discretionary control over the specific Aboriginal interest at stake.

Haida Nation v. British Columbia (Minister of Forests), 2004 SCC 73 at paras. 17-18

Balance of Convenience

45. As set out above, the assessment of the balance of convenience includes an assessment of which party will suffer the greater harm by the granting, or not, of the injunction.

> Weighing the balance of convenience as required by the second part will, of course, include a consideration of irreparable harm, and the question of who will suffer the greater harm from the granting or refusal of the interlocutory injunction pending a determination on the merits: *RJR-MacDonald Inc.* at para. 62.

Taseko Mines at paras. 42-43

46. In assessing the balance of convenience, the Court should consider the following non-exhaustive factors at one time in a unified context (rather than separately in a checklist):

> 1) The adequacy of damages as a remedy for the applicant if the injunction is not granted and for the respondent if the injunction is granted.
>
> 2) The likelihood that if damages are finally awarded they will be paid.
>
> 3) Other factors affecting whether harm from the granting or refusal of the injunction would be irreparable.
>
> 4) The strength of the applicant's case.
>
> 5) Any factors affecting the public interest.
>
> 6) Which of the parties has acted to alter the balance of their relationship and so affect the *status quo*.
>
> 7) Other factors affecting the balance of convenience.

Canadian Broadcasting Corp. v. CKPG Television Ltd., [1992] 64 B.C.L.R. (2d) 96 (BCCA) at paras. 23, 25;
National Bank Financial Inc. v. Canaccord Genuity Corp., 2018 BCSC 857

47. In this case the balance of convenience favours granting the interim injunction to prevent the Province, Canada and WMFN from entering into the Proposed WMFN Agreement. The Plaintiffs will suffer greater and potentially permanent harm, while currently the WMFN have no exclusive access to or control over activities on the Parcels in any event, so a suspension of this is merely the preservation of the status quo.

48. In addition, any harm to the Crown or to WMFM that could potentially arise if the Province and Canada were prevented from entering into the Proposed WMFN Agreement is monetary, and most certainly compensable by damages. Any financial inconvenience engaged by the proposed injunctive relief is more than overwhelmed by the irreparable harm faced by MLIB and the future of its members' livelihoods by the displacement of its people from their traditional territories.

Irreparable Harm

49. Irreparable harm "refers to the nature of the harm rather than its magnitude". The question is whether a refusal to grant the relief could so adversely affect the applicants' interests that the harm could not be remedied if the eventual decision on the merits does not accord with the result of the interlocutory application.

RJR-MacDonald at 341-342

50. The remedy the Plaintiffs are requesting in the NOCC will not be available to them if the Province and Canada are permitted to enter into the Proposed WMFN Agreement. That is, it would be impossible to go back in time and prevent parties from entering into an agreement that they have already entered into. The Proposed WMFN Agreement will create obligations for the Province and Canada to uphold the honour of the Crown in fulfilling their obligations.

51. Further, if it proceeds with the Proposed WMFN Agreement, the Crown is essentially creating a situation where it is creating competing rights in respect of the Parcels, which will unnecessarily neuter MLIB's ability to preserve its own treaty rights in respect of the Parcels.

52. The harm that will be suffered by the Plaintiffs if the Defendants are able to ignore their Treaty Rights and Section 35 rights by failing to adequately consult over activities in their Acknowledged MLIB Traditional Territories will most certainly be characterized by their permanent and disruptive displacement, with untold impacts on subsistence and cultural ways.

Balance of Harm

53. If relief sought is granted, the Province and Canada will not be prevented from ever entering into the Proposed WMFN Agreement. Instead, it will be postponed to allow for this matter to proceed on the merits, or alternatively, to allow for proper and adequate consultation with MLIB.

54. The balance of convenience favours the status quo of continued consultation with MLIB over the Parcels rather than entering into the Proposed WMFN Agreement.

55. While the Plaintiffs say the Defendants will not suffer damages from the granting of the relief sought, the Plaintiffs are prepared to give an undertaking as to the damages.

Part 4: MATERIAL TO BE RELIED ON

56. The pleadings filed in these proceedings.

57. Affidavit of Chief Harley Chingee to be sworn.

The applicant estimates that the application will take 1 day.

☐ This matter is within the jurisdiction of a Master.

☒ This matter is not within the jurisdiction of a Master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

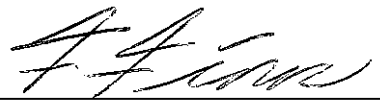
(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: August 27, 2021



Signature of Lawyer for applicant
Tamara Prince/Danielle DiPardo

THIS NOTICE OF APPLICATION was prepared by Tamara Prince/Danielle DiPardo, of the firm of Cassels Brock & Blackwell LLP, Lawyers, whose place of business and address for delivery is 2200 - 885 West Georgia Street, Vancouver BC V6E 3C8, Telephone: 604.691.6100; Fax: 604.691.6120.

To be completed by the Court only:
Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this notice of application

☐ with the following variations and additional terms:

_____

_____

_____

Date: _____ _____

Signature of ☐ Judge ☐ Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

☐ discovery: comply with demand for documents

☐ discovery: production of additional documents

☐ other matters concerning document discovery

☐ extend oral discovery

☐ other matter concerning oral discovery

☐ amend pleadings

☐ add/change parties

☐ summary judgment

☐ summary trial

☐ service

☐ mediation

☐ adjournments

☐ proceedings at trial

☐ case plan orders: amend

- ☐ case plan orders: other
- ☐ experts

Schedule "A"

The Parcels

1. 1st Cabin – West of Moberly Lake along the Moberly River (LAT 54.4266 Long: -121.9261)
2. 2nd Cabin – West of Moberly Lake along the Moberly River (LAT 55.7635 Long: -122.2636)
3. 3rd Cabin – West of Moberly Lake along the Moberly River (LAT 55.7560 Long: -122.3353)
4. Cameron Lakes – North of Moberly River along highway 29 (LAT 55.8669 Long: -121.9016)
5. Chetwynd Northeast – Northeast Chetwynd, along Highway 29 (LAT 55.7091 Long: -121.6063)
6. Chetwynd East – East Chetwynd, north of Highway 7 (LAT 55.6954 Long: -121.5788)
7. Chetwynd West – West Chetwynd, north of Highway 97S (LAT 55.6974 Long: -121.6551)
8. Chetwynd Southwest – West Chetwynd, adjacent north of Highway 97S (LAT 55.6899 Long: -121.6659)
9. Dokie North – West of Chetwynd, adjacent to Highway 97S (LAT 55.6700 Long: -121.7261)
10. Dokie South – South of Dokie Siding, southeast of the Pine River and Highway 97S (LAT 55.6324 Long: -121.7342)
11. George Weeksa – North of West Moberly Reserve, north of Highway 29 (LAT 55.8424 Long: -121.8219)
12. Gething – West of Hudson Hope, south of Williston Reserve (LAT 55.9817 Long: -121.3066)
13. Hidden Lake – North of Moberly Lake along highway 29 (LAT 55.8663 Long: -121.9151)
14. Jim's Triangle – North of Moberly Reserve, south of highway 29 (LAT 55.8345 Long: -121.8639)

15. Moberly Lake North Shore – North of Moberly Lake, adjacent to Moberly Lake Reserve, south of Highway 29 (LAT 55.8307 Long: -121.8228)
16. Moberly Lake South Shore – Southwest of Fort St. John, adjacent to the Pine River (LAT 56.0406 Long: -121.1519)
17. Three Lakes – North of Moberly Lake along Highway 9 (LAT 55.9033 Long: -121.9228)
18. Hole in the Wall – West of Tumbler Ridge, adjacent Sukunka River, East of Hole in the Wall Park (LAT 55.1557 Long: -121.8292)
19. Stewart Lake East – Approximately halfway between Fort St. John and Dawson Creek, west of Alaska Highway (LAT: 55.9449 Long: -120.7474)
20. Stewart Lake North – Southwest of Fort St. John, adjacent to the Pine River (LAT 56.0406 Long: -121.1519)
21. Tumbler Ridge 100 Acre Wood - North Tumbler Ridge (LAT 55.1372 Long: -121.0044)
22. Tumbler Ridge East – East of Tumbler Ridge (LAT 55.1249 Long: -121.9826)
23. Tumbler Ridge South – South Tumbler Ridge (LAT 55.1157 Long: -121.9936)
24. Moberly Lake Golf Course – North of Moberly Reserve, adjacent to Highway 29 (LAT 55.8384 Long: -121.7932)
25. Summit Lake 1 – Summit Lake (LAT 54.2803 Long: -121.6392)
26. Summit Lake 2 – Summit Lake (LAT 54.2808 Long: -121.6241)
27. Summit Lake 3 – Summit Lake (LAT 54.2811 Long: -121.6333)
28. Summit Lake 4 – Summit Lake (LAT 54.2783 Long: -122.6250)
29. Summit Lake 5 – Summit Lake (LAT 54.2643 Long: -121.6248)